



**AGENDA
CITY OF CEDAR FALLS, IOWA
CITY COUNCIL MEETING
MONDAY, OCTOBER 21, 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. Regular meeting of October 7, 2024.

Agenda Revisions

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

Staff Updates

Special Order of Business

2. Public hearing on the application for voluntary annexation of certain real estate to the City of Cedar Falls.
 - a) Receive and file proof of publication of notice of hearing. (Notice published 10/03/24)
 - b) Written communications filed with the City Clerk.
 - c) Staff comments.
 - d) Public comments.
 - e) Resolution approving the voluntary annexation of property to the City of Cedar Falls which lies within two (2) miles of the corporate boundaries of the City of Hudson.
3. Public hearing on the City's FFY23 Consolidated Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant (CDBG) funded activities from July 1, 2023 through June 30, 2024.
 - a) Receive and file proof of publication of notice of hearing. (Notice published 10/03/24)
 - b) Written communications filed with the City Clerk.
 - c) Staff comments.
 - d) Public comments.
 - e) Resolution approving and authorizing submission of the City's FFY23 Consolidated Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant (CDBG) funded activities from July 1, 2023 through June 30, 2024.

4. Public hearing on proposed amendments to Chapter 26, Zoning, of the Code of Ordinances relative to allowing accessory dwelling units in all zoning districts that allow single-unit detached dwellings.
 - a) Receive and file proof of publication of notice of hearing. (Notice published 10/10/24)
 - b) Written communications filed with the City Clerk.
 - c) Staff comments.
 - d) Public comments.
 - e) Pass an ordinance amending Chapter 26, Zoning, of the Code of Ordinances relative to allowing accessory dwelling units in all zoning districts that allow single-unit detached dwellings, upon its first consideration.

Old Business

5. Pass Ordinance #3081, amending Chapter 19, Streets and Sidewalks, of the Code of Ordinances relative to work performed within city right-of-way or property, upon its third & final consideration.
6. Pass Ordinance #3082, repealing Section 3-46, painter's or erector's license, of Chapter 3, Advertising, and Section 7-93, Bond; guarantee of service, of Chapter 7, Buildings and Building Regulations, of the Code of Ordinances, upon its third & final consideration.
7. Pass Ordinance #3083, amending Chapter 7, Buildings and Building Regulations, of the Code of Ordinances relative to Insurance, and Chapter 25, Vehicles for Hire, of the Code of Ordinances relative to liability insurance required, upon its third & final consideration.
8. Pass Ordinance #3084, amending Chapter 7, Buildings and Building Regulations, of the Code of Ordinances relative to bond and issuance, Chapter 10, Garbage and Refuse, of the Code of Ordinances relative to unlawful dumping; filling on private land, and Chapter 13, Licenses and Business Regulations, of the Code of Ordinances relative to bond, 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.)

9. Receive and file the City Council Committee of the Whole minutes of October 7, 2024 relative to the following items:
 - a) Animal Control Task Force Update.
 - b) Big Woods Campground Expansion.
10. Approve the following recommendations of the Mayor relative to the appointment of members to Boards and Commissions:
 - a) Tori Hale, Community Center & Senior Services Board, term ending 06/30/2027.
 - b) Timothy Kuhlmann, Historic Preservation Commission, term ending 03/31/2026.
11. Receive and file communication from the Civil Service Commission relative to the following certified list:
 - a) Public Safety Officer.
12. Receive and file revised bylaws for the Human Rights Commission.
13. Approve a request for a temporary sign at 410 Main Street with removal on October 21, 2025.
14. Approve the application of Greenleaf Tobacco & Vape, 6820 University Avenue, for a cigarette/tobacco/nicotine/vapor permit.
15. Approve the following applications for retail alcohol licenses:
 - a) Peppers Grill & Sports Pub, 620 East 18th Street, Class C retail alcohol - renewal.
 - b) SingleSpeed Brewing Co., 128 Main Street, Class C retail alcohol, Special Class A beer & outdoor

service - renewal.

c) Casey's General Store, 601 Main Street, Class E retail alcohol - renewal.

d) Fareway Store, 214 North Magnolia Drive, Class E retail alcohol - renewal.

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

16. Resolution Calendar with items considered separately.
- [17.](#) Resolution approving and authorizing a form of Loan Agreement and authorizing and providing for the issuance of \$4,520,000 General Obligation Loan Notes, Series 2024, and levying a tax to pay said notes; and approving the Tax Exemption Certificate and Continuing Disclosure Certificate.
- [18.](#) Resolution levying a final assessment for costs incurred by the City to mow the property located at 422 Performance Drive.
- [19.](#) Resolution levying a final assessment for costs incurred by the City to mow the property located at 803-805 Tremont Street.
- [20.](#) Resolution levying a final assessment for costs incurred by the City to mow the property located at 809 Tremont Street.
- [21.](#) Resolution levying a final assessment for costs incurred by the City to mow the property located at 1309 State Street.
- [22.](#) Resolution levying a final assessment for costs incurred by the City to mow the property located at 1603 Clay Street.
- [23.](#) Resolution levying a final assessment for costs incurred by the City to remove a tree from the property located at 1937 Clay Street.
- [24.](#) Resolution levying a final assessment for costs incurred by the City to mow the property located at 2013 Maplewood Drive.
- [25.](#) Resolution levying a final assessment for costs incurred by the City to mow the property located at 2920 Valley High Drive.
- [26.](#) Resolution levying a final assessment for costs incurred by the City to mow the property located at 3120 Homeway Drive.
- [27.](#) Resolution approving and accepting a Warranty Deed for property located at 1709 East Ridgewood Drive relative to the North Cedar Heights Area Reconstruction Project.
- [28.](#) Resolution approving additional funding relative to the Community Natatorium Project.
- [29.](#) Resolution approving and authorizing execution of a Professional Service Agreement with Codametrics, Inc. relative to the College Hill Zoning Update Project.
- [30.](#) Resolution approving an amendment to the PC-2, Planned Commercial Zoning District site plan for certain improvements located at 924 West Viking Road.
- [31.](#) Resolution approving an amendment to the RP Planned Residence District Master Plan and site plan to reflect existing development and proposed construction of a building addition to be located north of Greenwood Cemetery and North Division Street (Riverview Ministries).
- [32.](#) Resolution approving a Planned Residential (RP) Zoning District site plan amendment for the Creekside Condominium Development relative to landscaped retaining wall located at the intersection of Cedar Heights Drive and Valley High Drive.
- [33.](#) Resolution approving the Certificate of Completion and accepting the work of Peterson Contractors, Inc. for the 2023 Street Construction Project, and approving and authorizing the transfer of funds

from the Street Construction Fund and Sanitary Sewer Rental Fund to the Street Repair Fund (LOST).

- [34.](#) Resolution approving and authorizing execution of Supplemental Agreement No. 1 to the Professional Service Agreement with Foth Infrastructure & Environment, LLC relative to the Katoski Drive Box Culvert Replacement Project.
- [35.](#) Resolution setting November 4, 2024 as the date of public hearing to consider vacating a utility easement at 1907 Valley High Drive.
- [36.](#) Resolution setting November 4, 2024 as the date of public hearing to consider entering into a proposed Agreement for Private Development and to consider conveyance of certain city-owned real estate to Odell Collision Center, LLC.
- [37.](#) Resolution setting November 4, 2024 as the date of public hearing on a proposed ordinance granting a partial property tax exemption to Amazon.com Services, LLC for a new industrial use warehouse facility constructed at 6417 Innovation Drive.
- [38.](#) Resolution setting November 4, 2024 as the date of public hearing on a proposed ordinance granting a partial property tax exemption to Cedar Falls Partners, LLC for a new industrial use warehouse facility constructed at 6700 Innovation Drive.
- [39.](#) Resolution setting November 4, 2024 as the date of public hearing on a proposed ordinance granting a partial property tax exemption to McDonald Construction & Remodeling, LLC for a new industrial use warehouse facility constructed at 1701 Rail Way.
- [40.](#) Resolution receiving and filing, and setting November 4, 2024 as the date of public hearing on the proposed plans, specifications, form of contract & estimate of cost for the Seerley Park Improvements Project.

Ordinances

- [41.](#) Pass an ordinance amending Ordinance No. 1923, 2122, 2461, 2696, 2785, 2923 and 2953, providing that general property taxes no longer be divided on certain property located within the amended Cedar Falls Unified Highway 58 Corridor Urban Renewal Area, upon its first consideration.

Allow Bills and Claims

- [42.](#) Allow Bills and Claims for October 21, 2024.

Council Updates and Announcements

Council Referrals

Executive Session

43. Executive Session to discuss Property Acquisition per Iowa Code Section 21.5(1)(j) to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property.

Adjournment

**CITY HALL
CEDAR FALLS, IOWA, OCTOBER 7, 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, Ganfield, Crisman, Dunn. Absent: Hawbaker. Mayor Laudick led the Pledge of Allegiance.

54978 - It was moved by Crisman and seconded by Latta that the minutes of the Regular Meeting of September 16, 2024 be approved as presented and ordered of record. Motion carried unanimously.

54979 - Kim Bear, Cedar Falls, thanked City Staff and everyone involved for help in making the District Street Party a success.

Reverend Larry Stumme, Waterloo, announced the United Nations Day For: The Eradication of Poverty on Thursday, October 17, 2024, at St. Paul Lutheran Church in Cedar Falls. Stumme provided a detailed handout.

Kim Jordan, Cedar Falls, commented on her hopes for the future of the Sartori property and expressed concerns with the emergency services on the north side of town.

54980 - Fire Chief Zolondek, announced that in recognition of Fire Prevention Week, Cedar Falls Fire Rescue will host an open house on Tuesday, October 8, from 4:30 PM to 7:00 PM at the Public Safety Center. Zolondek also announced that a fire truck will be at Hy-Vee on Saturday, October 12, 2024, from 10 AM -12 PM.

54981 - It was moved by Kruse and seconded by Crisman to receive and file bids received for the sale of \$4,520,000 General Obligation Loan Notes, Series 2024. Following a summary of the proposed sale and comments on the City's AAA bond rating by Jon Burmeister, PFM Financial Advisors, LLC, questions and comments by Councilmembers Schultz, Kruse, and Ganfield, Mayor Laudick and Kim Jordan, Cedar Falls, and responses by Burmeister, the motion carried unanimously.

Director Rodenbeck responded to Jordan's question.

54982 - It was moved by Kruse and seconded by Crisman that Resolution #23,784, directing the sale of \$4,520,000 General Obligation Loan Notes, Series 2024, 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, Ganfield, Crisman, Dunn. Nay: None. Motion carried. The Mayor then declared Resolution #23,784 duly passed and adopted.

54983 - It was moved by Kruse and seconded by Crisman that Ordinance #3079, amending Chapter 5, Alcoholic and Malt Beverages, of the Code of Ordinances relative to the purpose, eligibility for license, conditions for issuance of license, approval required, application for approval; granting of approval, suspension or

revocation of approval, location and operation-generally, and location and operation-exemptions, 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, Ganfield, Crisman, Dunn. Nay: None. Motion carried. The Mayor then declared Ordinance #3079 duly passed and adopted.

- 54984 - It was moved by Latta and seconded by Kruse that Ordinance #3080, amending Chapter 12, Human Relations, of the Code of Ordinances relative to the Human Rights Commission; membership; appointment of members; term of office; and qualifications, 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, Ganfield, Crisman, Dunn. Nay: None. Motion carried. The Mayor then declared Ordinance #3080 duly passed and adopted.
- 54985 - It was moved by Kruse and seconded by Latta that Ordinance #3081, amending Chapter 19, Streets and Sidewalks, of the Code of Ordinances relative to work performed within city right-of-way or property, 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, Ganfield, Crisman, Dunn. Nay: None. Motion carried.
- 54986 - It was moved by Kruse and seconded by Ganfield that Ordinance #3082, repealing Section 3-46, painter's or erector's license, of Chapter 3, Advertising, and Section 7-93, Bond; guarantee of service, of Chapter 7, Buildings and Building Regulations, of the Code of Ordinances, 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, Ganfield, Crisman, Dunn. Nay: None. Motion carried.
- 54987 - It was moved by Kruse and seconded by Crisman that Ordinance #3083, amending Chapter 7, Buildings and Building Regulations, of the Code of Ordinances relative to Insurance, and Chapter 25, Vehicles for Hire, of the Code of Ordinances relative to liability insurance required, 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, Ganfield, Crisman, Dunn. Nay: None. Motion carried.
- 54988 - It was moved by Kruse and seconded by Latta that Ordinance #3084, amending Chapter 7, Buildings and Building Regulations, of the Code of Ordinances relative to bond and issuance, Chapter 10, Garbage and Refuse, of the Code of Ordinances relative to unlawful dumping; filling on private land, and Chapter 13, Licenses and Business Regulations, of the Code of Ordinances relative to bond, 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, Ganfield, Crisman, Dunn. Nay: None. Motion carried.

54989 - It was moved by Crisman and seconded by Dunn that the following items on the Consent Calendar be received, filed, and approved:

Receive and file the City Council Committee of the Whole minutes of September 16, 2024 relative to the following items:

- a) UNI Update.
- b) Discussion of Cedar Falls Economic Development Corporation Contract.

Receive, file and refer to the Planning & Zoning Commission a communication from College Hill Partnership relative to renewal of the College Hill Partnership Self-Supported Municipal Improvement District (SSMID).

Approve the following applications for retail alcohol licenses:

- a) Fleet Farm, 400 West Ridgeway Avenue, Class B retail alcohol - renewal.
- b) Fleet Farm Fuel, 108 West Ridgeway Avenue, Class B retail alcohol - renewal.
- c) Murphy USA, 518 Brandilynn Boulevard, Class B retail alcohol - renewal.
- d) Casey's General Store, 1225 Fountains Way, Class E retail alcohol - renewal.
- e) Prime Mart, 2728 Center Street, Class E retail alcohol - renewal.
- f) Fleet Farm Fuel, 108 West Ridgeway Avenue, Class B retail alcohol - change in ownership.
- g) Shelly O'Shea's Irish Pub, 401 Main Street, Class C retail alcohol - new.

Motion carried unanimously.

54990 - It was moved by Kruse and seconded by Latta that the following resolutions be introduced and adopted:

Resolution #23,785, levying a final assessment for costs incurred by the City to mow the property located at 887 Maucker Road.

Resolution #23,786, levying a final assessment for costs incurred by the City to mow the property located at 1119 Calumett Drive.

Resolution #23,787, levying a final assessment for costs incurred by the City to mow the property located at 1309 State Street.

Resolution #23,788, levying a final assessment for costs incurred by the City to cleanup/remove debris from the property located at 2013 Maplewood Drive.

Resolution #23,789, levying a final assessment for costs incurred by the City to mow the property located at 5719 Westminster Drive.

Resolution #23,790, levying a final assessment for costs incurred by the City to mow the property located at 6000 Chancellor Drive.

Resolution #23,791, approving and adopting the rate of \$3.89 per \$1,000 taxable value for the Downtown Cedar Falls Self-Supported Municipal Improvement District (SSMID) for FY2026.

Resolution #23,792, approving and accepting a Warranty Deed for property located at 1621 East Ridgeway Drive relative to the North Cedar Heights Area Reconstruction Project.

Resolution #23,793, approving and adopting 2024 Small Area Fair Market Rents (SAFMRs) payment standards for the Housing Choice Voucher Program relative to the Section-8 Housing Program.

Resolution #23,794, approving and authorizing execution of an Agreement for professional services with Urbana Preservation & Planning, LLC relative to the historic reconnaissance survey of the Overman Park Neighborhood.

Resolution #23,795, approving and authorizing execution of Supplemental Agreement No. 2 to the Professional Service Agreement with Snyder & Associates, Inc. relative to the Prairie Parkway and Viking Road Intersection Improvements Project.

Resolution #23,796, setting October 21, 2024 as the date of public hearing on the (FFY23) Consolidated Annual Performance and Evaluation Report (CAPER) for Community Development Block Grant (CDBG) funded activities from July 1, 2023 through June 30, 2024.

Resolution #23,797, setting October 21, 2024 as the date of public hearing on proposed amendments to Chapter 26, Zoning, of the Code of Ordinances relative to allowing accessory dwelling units in all zoning districts that allow single-unit detached dwellings.

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, Ganfield, Crisman, Dunn. Nay: None. Motion carried. The Mayor then declared Resolutions #23,785 through #23,797 duly passed and adopted.

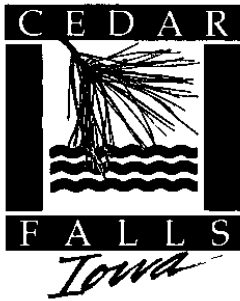
54991- It was moved by Kruse and seconded by Ganfield that the bills and claims of October 7, 2024 be allowed as presented, and that the Controller/City Treasurer be authorized to issue City checks in the proper amounts and on the proper funds in payment of the same. Upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Ganfield, Crisman, Dunn. Nay: None. Motion carried.

54992 - Mayor Laudick noted October 6-12, 2024 is Public Power Week and complimented Cedar Falls Utilities. Laudick also noted that three CFU team members are heading to Florida to help with hurricane relief.

Councilmember Schultz commended the work on the Main Street Project and the opening of the 12th and Main Street round-a-bout.

54993 - It was moved by Latta and seconded by Dunn that the meeting be adjourned at 7:35 P.M. Motion carried unanimously.

Kim Kerr, CMC, City Clerk



ADMINISTRATION

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

MEMORANDUM

TO: Mayor Laudick and City Council

FROM: Shane Graham, Economic Development Coordinator

DATE: October 14, 2024

SUBJECT: Public Hearing on Voluntary Annexation of Territory to the City of Cedar Falls, Iowa

On the agenda is a public hearing for approval of a voluntary annexation application into the City of Cedar Falls. The annexation request will include a total of five properties. The City of Cedar Falls owns four parcels totaling 80.83 acres of land, and there is one vacant parcel owned by Jerome and Cindy Gaffney that is 0.50 acres in size, for a total annexation area of 81.33 acres. The Gaffney's have not signed the annexation application at this time, so at this time the annexation is being treated as an 80/20 annexation, which means that 80% or more of the area being annexed is comprised of consenting land owners, while 20% or less of the area being annexed is comprised of non-consenting land owners. This type of annexation request can still be considered a voluntary annexation request, so long as the reason for including a non-consenting land owner is to avoid creating an island or to create more uniform boundaries. In this case, the inclusion of the 0.5-acre parcel is to create a more uniform city limit boundary, as the new city limit line will run down the middle of S. Union Road. Without this property included in the annexation, the city limit boundary would not be uniform and would create a small notch in the boundary along S. Union Road.

On August 19, 2024, the City Council adopted a resolution setting out procedures which would be followed leading up to the consideration of the annexation applications. The first of these was a consultation with representatives of the Black Hawk County Board of Supervisors and the Cedar Falls Township Trustees, which was held on September 9, 2024. A representative of the Cedar Falls Township Trustees attended the consultation meeting, along with council member Chris Latta and City staff. Both the Board of Supervisors and Township Trustees had an opportunity to offer written recommendations for modification to the proposed annexation no later than seven (7) business days following the consultation meeting, per Iowa Code Chapter 368. The City did not receive any written recommendations for modification to the application from the Board of Supervisors or Trustees.

Pursuant to the City Council's previous resolution, a notice of public hearing was published in the Waterloo-Cedar Falls Courier on October 3, 2024. Notices were mailed to all interested parties as defined by Iowa law, including the nearby city of Hudson, the

Black Hawk County Board of Supervisors, the Iowa Northland Regional Council of Governments, all affected public utilities, and owners of the property adjacent to the annexation territory which are not already within the City corporate boundaries.

The proposed annexation territory lies within an area immediately adjacent to the southern and western corporate boundaries of the City of Cedar Falls, and falls within an area identified in the Cedar Falls Comprehensive Plan as being suitable for future annexation. State law also provides that in considering the annexation application, the City Council should, to the extent practicable, consider smart planning principles of Iowa law in the decision whether to approve the annexation. The following factors from the smart planning principles of Chapter 18B, Code of Iowa, support annexation of the territory to the City of Cedar Falls: the concept of collaboration, in that other governmental agencies and stakeholders have been given the opportunity to comment on the proposal; occupational diversity, in that the planned development of the farm ground into industrial uses will promote increased diversity of employment and business opportunities, and will promote the establishment of businesses in locations near existing housing, infrastructure, and transportation; and community character, in that the development of the property into industrial uses is consistent with the surrounding area, and is consistent with the physical character of the city.

If the City Council approves the annexation application, then the next step in the process is for the annexation application to be submitted to the City Development Board, of the Iowa Economic Development Authority, in Des Moines, Iowa, for review and consideration by the Board. That Board would conduct a hearing on the request for annexation at one of their upcoming meetings. If the City Development Board approves the annexation request, the Board will file the decision with the Iowa Secretary of State and the Black Hawk County Recorder, whereupon the annexation of the territory to the City of Cedar Falls would be complete.

After approval of the annexation from the State of Iowa, two additional local approvals will remain: approving the population of the area annexed into the City, and amending the Ward and Precinct Map of Cedar Falls. Those items would come before City Council for approval shortly after approval of the annexation from the State.

With that, City staff recommends that the City Council approve the voluntary annexation of the territory to the City of Cedar Falls, Iowa.

Should you have any questions about the voluntary annexation application, please feel free to let me know.

xc: Ron Gaines, P.E., City Administrator
Kevin Rogers, City Attorney
Maria Brownell, Ahlers & Cooney, P.C.

ITEMS TO INCLUDE ON AGENDA

CITY OF CEDAR FALLS, IOWA

October 21, 2024

7:00 p.m.

- Public hearing on the application and proposal for the voluntary annexation of property to the City of Cedar Falls, Iowa
- Resolution approving the voluntary annexation of property in which no more than 20% of land is included without consent of the owner to the City of Cedar Falls, Iowa, which lies within two (2) miles of the corporate boundaries of the City of Hudson, Iowa

IMPORTANT INFORMATION

1. The above agenda items should be included, along with any other agenda items, in the meeting agenda. The agenda should be posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the body holding the meeting. If no such office exists, the notice must be posted at the building in which the meeting is to be held.
2. If you do not now have a bulletin board designated as above mentioned, designate one and establish a uniform policy of posting your notices of meeting and tentative agenda.
3. Notice and tentative agenda must be posted at least 24 hours prior to the commencement of the meeting.

**NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE
CHAPTER 21 AND THE LOCAL RULES OF THE CITY.**

October 21, 2024

The City Council of the City of Cedar Falls, State of Iowa, met in _____ session, in the Council Chambers, City Hall, 220 Clay Street, Cedar Falls, Iowa, at 7:00 p.m., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

* * * * *

This being the time and place fixed for a public hearing on the matter of the application and proposal for the voluntary annexation of property to the City of Cedar Falls, Iowa, the Mayor asked the City Clerk whether any written objections had been filed with respect to the proposed annexation. The City Clerk reported that _____ written objections had been filed. The Mayor then called for any oral objections to the proposed annexation and _____ were made. The public hearing was then closed.

[attach summary of any comments or objections received]

Council Member _____ then introduced the following Resolution entitled "**RESOLUTION APPROVING THE VOLUNTARY ANNEXATION OF PROPERTY IN WHICH NO MORE THAN 20% OF LAND IS INCLUDED WITHOUT CONSENT OF THE OWNER TO THE CITY OF CEDAR FALLS, IOWA, WHICH LIES WITHIN TWO (2) MILES OF THE CORPORATE BOUNDARIES OF THE CITY OF HUDSON, IOWA,**" and moved:

- that the Resolution be adopted.
- to defer action on the Resolution and the proposal to the meeting to be held at _____ .M. on the _____ day of _____, 20__ at this place.

Council Member _____ seconded the motion. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION NO. _____

RESOLUTION APPROVING THE VOLUNTARY ANNEXATION OF PROPERTY IN WHICH NO MORE THAN 20% OF LAND IS INCLUDED WITHOUT CONSENT OF THE OWNER TO THE CITY OF CEDAR FALLS, IOWA, WHICH LIES WITHIN TWO (2) MILES OF THE CORPORATE BOUNDARIES OF THE CITY OF HUDSON, IOWA

WHEREAS, the City Council of the City of Cedar Falls, Iowa, has caused to be filed an application for annexation in which the City is the owner of 80% or more of the territory to be annexed, requesting annexation to the City of Cedar Falls, Iowa, of certain contiguous parcels of real estate consisting of approximately 81.33 acres of land situated west of current Cedar Falls city limits, collectively comprising territory adjoining the City and legally described as follows:

The South Half of the Southwest Quarter of Section 34, Township 89 North, Range 14 West of the Fifth Principal Meridian, Black Hawk County, Iowa, and also the South 110 feet of the West 231 feet of the South 660 feet of the Northwest Quarter of the Southwest Quarter of Section 34, Township 89 North, Range 14 West of the Fifth Principal Meridian, Black Hawk County, Iowa, and also the West 231 feet of the South 660 feet of the Northwest Quarter of the Southwest Quarter of Section 34, Township 89 North, Range 14 West of the Fifth Principal Meridian, Black Hawk County, Iowa, except the South 110 feet thereof, and also Parcel “A” of Plat of Survey Doc. #2017-02916 filed August 12, 2016, being part of the Northwest Quarter of the Southwest Quarter of Section 34, Township 89 North, Range 14 West of the Fifth Principal Meridian, Black Hawk County, Iowa.

Also described as:

The South Half of the Southwest Quarter of Section 34, Township 89 North, Range 14 West of the Fifth Principal Meridian, Black Hawk County, Iowa, and also the West 231 feet of the South 660 feet of the Northwest Quarter of the Southwest Quarter of Section 34, Township 89 North, Range 14 West of the Fifth Principal Meridian, Black Hawk County, Iowa, and also Parcel “A” of Plat of Survey Doc. #2017-02916 filed August 12, 2016, being part of the Northwest Quarter of the Southwest Quarter of Section 34, Township 89 North, Range 14 West of the Fifth Principal Meridian, Black Hawk County, Iowa.

WHEREAS, the real estate proposed to be annexed lies within two (2) miles of the corporate boundary of the City of Hudson, Iowa, and, as required by Iowa Code Chapter 368 (2023), notification of the public hearing on the applications for voluntary annexation has been provided to the City Council of the City of Hudson, Iowa; and

WHEREAS, the real estate proposed to be annexed includes a portion of the east one-half (1/2) of the S. Union Road right-of-way, which is owned by, or subject to an easement in favor of, Black Hawk County, Iowa, and, in accordance with Iowa Code section 368.5, the County Attorney of Black Hawk County, Iowa, has been notified of the public hearing on this matter; and

WHEREAS, the application for annexation proposes a voluntary annexation to the City for certain property adjacent to current City limits from owners of said property in which not more than 20% of the land is being included without the consent of the owner to avoid creating an island or to create more uniform boundaries; and

WHEREAS, the real estate proposed to be annexed collectively adjoins the City of Cedar Falls, Iowa, as required by Iowa Code Chapter 368; and

WHEREAS, by Resolution No. 23,755 adopted by the City Council of the City of Cedar Falls, Iowa, on August 19, 2024, notice of the time and place of public hearing, including a legal description of the property proposed to be annexed, has been published in the Waterloo/Cedar Falls Courier, as required by law, at least ten (10) business days prior to the date of the public hearing; and

WHEREAS, written notice of a consultation on the Application for Voluntary Annexation of property to the City of Cedar Falls, Iowa, was mailed to the Chairperson of the Board of Supervisors of Black Hawk County, Iowa, and to the Clerk of the Cedar Falls Township Trustees, at least fourteen (14) business days prior to the date that written notice of the public hearing, including the time and place of public hearing, was mailed to the persons and entities described in this Resolution, consisting of the affected utilities, the various governmental bodies, and each owner of property that adjoins the territory to be annexed that is not already located in the City; and

WHEREAS, such consultation was held with representatives of the Black Hawk County Board of Supervisors and the Cedar Falls Township Trustees on September 9, 2024, at 4:00 p.m.; and

WHEREAS, the Black Hawk County Board of Supervisors did not make written recommendations for modification of the proposed annexation; and

WHEREAS, the Black Hawk County Board of Supervisors did not file a copy of a resolution concerning its position on the annexation proposal, which, pursuant to Iowa Code section 368.7, shall neither delay nor be considered a deficiency in these proceedings; and

WHEREAS, written notice of the public hearing, including the time and place of public hearing and a legal description of the property proposed to be annexed, along with a copy of the application for voluntary annexation, was mailed by certified mail at least fourteen (14) business days prior to the date of the public hearing to: the Chairperson of the Board of Supervisors of Black Hawk County, Iowa; the Black Hawk County Attorney; the City Council of the City of Hudson, Iowa; Iowa Northland Regional Council of Governments, the regional planning authority for the property proposed to be annexed; the owner of land who has not filed an application within the

annexation territory; and the owners of property adjoining the territory to be annexed which is not located in the City of Cedar Falls; and

WHEREAS, a public hearing has been held on the application for voluntary annexation, and all written objections filed with the City Clerk prior to the time of said public hearing and all oral comments made at the public hearing have been duly considered by the City Council; and

WHEREAS, the City Council has considered smart planning principles in its decision about whether to approve the annexation, including, but not limited to, the following smart planning principles from Iowa Code Chapter 18B:

- a. Consistent with Iowa Code Section 18B.1(1), Collaboration, the City formally notified, consulted with, and gave opportunity to be heard, to the following governmental, community and individual stakeholders: adjacent owners of property which are not already part of the corporate limits of Cedar Falls; representatives of the Cedar Falls Township Trustees, of which the territory is a part; the Black Hawk County Board of Supervisors, which is the governmental agency overseeing this unincorporated territory located in Black Hawk County; the City of Hudson, Iowa, whose corporate boundary is within two (2) miles of the annexation territory; the Iowa Northland Regional Council of Governments, the regional planning authority for the area; all affected public utilities; and all interested persons, citizens, and others who attended the public hearing on the voluntary annexation applications.
- b. Pursuant to Iowa Code Section 18B.1(4), Occupational diversity, the City considered that the planned development of the proposed annexation territory into industrial uses will promote increased diversity of employment and business opportunities, and will promote the establishment of businesses in locations near existing housing, infrastructure, and transportation.
- c. Pursuant to Iowa Code Section 18B.1(7), Community character, the City considered that the planned development of the proposed annexation territory into industrial uses is consistent with the surrounding area, and is consistent with the physical character of the city, particularly the area adjacent to the annexation territory to the north and east, as that is the location of the existing Cedar Falls Industrial Park.

If the proposed annexation territory is annexed into the City of Cedar Falls, the smart planning principles of Iowa Code Chapter 18B shall be applicable, in that the Cedar Falls City Council adopted a Comprehensive Plan for the City of Cedar Falls on May 9, 2012. The Comprehensive Plan was developed in compliance with the guidelines of the Iowa Smart Planning statute, Chapter 18B, Code of Iowa. The following is an excerpt from Page 8 of the Comprehensive Plan for the City of Cedar Falls:

“The Cedar Falls Comprehensive Plan was created in compliance with the guidelines of the Iowa Smart Planning Act. Appendix B provides an overview of this compliance by matching the components of this plan with the corresponding principles and elements of this legislation.”

The City's Comprehensive Plan also specifically calls for future annexation of territory to the City of Cedar Falls in an area adjacent to the City's western corporate boundaries which include the territory which is the subject of these annexation proceedings; and

WHEREAS, all of such matters have been considered by the City Council, as well as any written comments and oral statements made at the public hearing on this matter; and

WHEREAS, the City Council finds that it is in the best interests of the City of Cedar Falls, Iowa, of the owners of the property proposed to be annexed, and of the public, that the property which is the subject of the application for voluntary annexation be annexed to the City of Cedar Falls, Iowa.

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

1. That the application for voluntary annexation filed by the City of Cedar Falls, a copy of which real estate is legally described as set forth on Attachment A and as shown on the map attached hereto as Attachment B, both of which by this reference are incorporated herein, shall be annexed to the City of Cedar Falls, Iowa, in accordance with Iowa Code Chapter 368, and such property shall hereinafter become and be a part of the City of Cedar Falls, Iowa.
2. That the Mayor and City Clerk are hereby authorized and directed to prepare and execute all documents necessary to obtain approval of this voluntary annexation by, and are directed to file the same with, the City Development Board of the State of Iowa, pursuant to Iowa Code Chapter 368 and the regulations of the City Development Board.
3. That the annexation shall be completed upon the approval and filing of the applicable portions of the proceedings by the City Development Board with the Iowa Secretary of State and the Black Hawk County Recorder.
4. The City Clerk is hereby directed to file a copy of this resolution with the Office of the Recorder of Black Hawk County, Iowa, after notification from the City Development Board that the annexation is completed.
5. Upon completion of this annexation, the land described herein as set forth in Attachment A will be initially classed as lying in the A-1 agricultural district pursuant to Cedar Falls Code of Ordinances Sec. 26-121.
6. That, if the annexation is approved by the City Development Board, the Mayor and this Council should certify to the State Treasurer the actual population of the annexed property as determined by the last federal census of such property as required by Iowa Code Section 312.3(4).

- 7. That, if the annexation is approved by the City Development Board, the City Clerk shall provide the county election commissioner with a detailed map of the annexed territory, showing the ward designations for the annexed territory, consistent with Iowa Code Section 48A.27(3)(a).

- 8. That, if the annexation is approved by the City Development Board, the City Clerk shall file written notification of the annexation with (i) all public utilities operating in the annexed territory and (ii) the State Department of Revenue, consistent with Iowa Code Section 368.24.

PASSED AND APPROVED this _____ day of _____, 2024.

Daniel Laudick, Mayor

(SEAL)

ATTEST:

Kim Kerr, CMC, City Clerk

ATTACHMENT A – APPLICATION FOR ANNEXATION

**APPLICATION FOR VOLUNTARY ANNEXATION
TO THE CITY OF CEDAR FALLS**

TO THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA:

The undersigned, being the duly-authorized representative of the City of Cedar Falls, Iowa, as owner of the property herein described, which adjoins the City of Cedar Falls, does hereby apply in writing to the City Council of the City of Cedar Falls pursuant to Iowa Code section 368.7 for annexation to the City of Cedar Falls of the following described real property, to wit:

The South Half of the Southwest Quarter of Section 34, Township 89 North, Range 14 West of the Fifth Principal Meridian, Black Hawk County, Iowa, and also the South 110 feet of the West 231 feet of the South 660 feet of the Northwest Quarter of the Southwest Quarter of Section 34, Township 89 North, Range 14 West of the Fifth Principal Meridian, Black Hawk County, Iowa, and also the West 231 feet of the South 660 feet of the Northwest Quarter of the Southwest Quarter of Section 34, Township 89 North, Range 14 West of the Fifth Principal Meridian, Black Hawk County, Iowa, except the South 110 feet thereof, and also Parcel "A" of Plat of Survey Doc. #2017-02916 filed August 12, 2016, being part of the Northwest Quarter of the Southwest Quarter of Section 34, Township 89 North, Range 14 West of the Fifth Principal Meridian, Black Hawk County, Iowa.

The above-described land includes 80.83 acres of land owned by the City of Cedar Falls and 0.5 acres of land owned by Jerome F. and Cynthia K. Gaffney. Not more than twenty percent of the land area in this application includes territory for annexation without the consent of the owner.

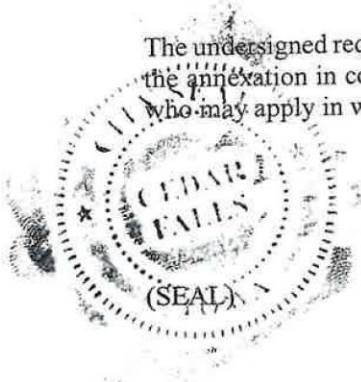
A map of the territory for which this application is being filed is attached as "Exhibit A."

The above-described land does not include any railroad right-of-way. The above described land does not contain state-owned road right-of-way.

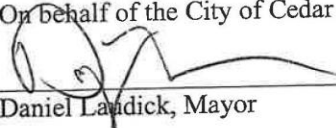
The above-described land includes land to the center line of existing Black Hawk County right-of-way.

The above-described land is within the urbanized area of the City of Hudson, Iowa.

The undersigned requests the City Council approve this Application and take all steps necessary to complete the annexation in conjunction with the applications of all other property owners of the adjoining territory who may apply in writing requesting annexation.



On behalf of the City of Cedar Falls, Applicant


Daniel Laudick, Mayor

ATTEST:


Kim Kerr, CMC, City Clerk

EXHIBIT A – MAP OF TERRITORY



ATTACHMENT B – MAP OF TERRITORY



CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

I, the undersigned City Clerk of the City of Cedar Falls, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective city offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2024.

City Clerk, City of Cedar Falls, State of Iowa

(SEAL)



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor Daniel Laudick and City Council
FROM: Melissa Denning, Community Services Supervisor
DATE: October 21, 2024
SUBJECT: Review the FFY23 Community Development Block Grant Consolidated Annual Performance and Evaluation Report (CAPER) and approval of CAPER

As a requirement from HUD, the Community Development Department submits for review and approval of the FFY23 Community Development Block Grant Consolidated Annual Performance and Evaluation Report (CAPER). The report contains the progress made on Community Development Block Grant funded activities from July 1, 2023, through June 30, 2024. Highlights of the progress include:

- Two rental rehabilitation projects were completed, impacting two families;
- Infrastructure and Accessibility Improvements were completed in Low-Moderate Income Areas, impacting 280 residents;
- Community service agencies impacted 3,749 Low-Moderate Income individuals in the areas of food insecurity, crisis housing and other needs; and,
- 85 new street trees were planted in Low-Moderate Income Areas

Per the adopted CDBG Citizen Participation Plan, notice of a 15-day review period was published in both English and Spanish on October 3, 2024, inviting public comment.

The Housing Commission met on September 18, 2024, to review the CAPER, and recommended approval, subject to the required 15-day public comment period and City Council public hearing.

Please contact the Community Development Department with any questions.



PRELIMINARY DRAFT FOR REVIEW (9/9/2024)

*City of Cedar Falls, Iowa
CDBG Entitlement/HOME Programs
Federal Fiscal Year 2023/City Fiscal Year 2024
Consolidated Annual Performance and Evaluation Report (CAPER)*

**COMMENT PERIOD PUBLICATION (15-day public comment period, per Citizen Participation Plan):
October 3rd, 2024, through October 21st, 2024 (Published in English and Spanish)
Publication: Waterloo-Cedar Falls Courier; October 3rd, 2024**

**HOUSING COMMISSION (PUBLIC) MEETING ON:
September 18th, 2024: Recommendation to Council for approval**

**ADOPTED BY CITY COUNCIL ON:
October 21st, 2024 (After a properly noticed public hearing was set on October 7th, 2024
Public Hearing Publication: Waterloo-Cedar Falls Courier; October 3rd, 2024
(Published in English and Spanish)**

Disclaimer: Due to limitations of the online HUD IDIS system, the CDBG document presented herein may provide additional information when compared to the online version. Should there be any question about which version is the Official Consolidated Annual Performance and Evaluation Report (CAPER), the online IDIS version shall prevail.

Citizen Participation

Citizen Participation Plan 91.105(d); 91.115(d)

Comment Period: **October 3rd, 2024, through October 21st, 2024.** (Affidavit of Publication). Notices published in English and Spanish, both of which include reasonable accommodation language as well.

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

In addition to a formal 15-day comment period on performance reports and a City Council Public Hearing, the Cedar Falls Housing Commission reviews CDBG projects at its regular meetings and recommends their approval or revision to staff. Status reports pertaining to all major projects are given to the Housing Commission monthly. The Housing Commission and City Council review the Annual Action Plan, Consolidated Plan, and CAPER each year. Meeting notices are posted publicly at City Hall, placed on the city's website, and any required legal notices are published by local media in accordance with the Iowa Open Meetings Law and City's Citizen Participation Plan. Additionally, program-related reports are made available for examination, published for public comment if necessary, and posted on the city's website. The City maintains a list of contacts that provide translation services to persons with limited English proficiency, in the event they are requested.

Summary of Comments

There were no public comments made during the advertised citizen participation period.

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)
This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

As in prior years, the City of Cedar Falls was able to provide assistance and services to low-income residents in accordance with the Annual Action Plan through designated activities, all of which were consistent with their Consolidated Plan. These projects and services include housing rehabilitation, repair, infrastructure, and public services support, between release of funds and the end of the fiscal year (June 30th, 2024) are covered by this CAPER. In addition to direct housing activities, funding was provided to four service agencies that were contracted to provide assistance to low-and-moderate income households on behalf of the City. Services included homelessness sheltering, access to food, family counseling (abuse prevention and financial) assistance, and substance abuse treatment. Consistent with the Consolidated Plan, the City obtained permission to expend FFY 2023 funds on a tree replacement program, completion of a multi-year sidewalk project, and a sanitary sewer lining project in low-and-moderate income census tracts. Per CDBG requirements, Tier 1 and 2 or Environmental Reviews (ERR) or Environmental Assessments along with the necessary Releases of Funds processes (legal notice publication and comment periods) were completed prior to commencement of the projects. Procurement was conducted according to federal standards and related federal requirements

were adhered to, specifically, Davis-Bacon (prevailing wage), Section 3, and DBE standards. Finally, the City continues to contract with the Iowa Northland Regional Council of Governments, specifically for assistance implementing the Entitlement Program, as well as for completing the Cedar Falls elements of its Consolidated Plan (FFY 2019-2023) and subsequent Annual Action Plans.

Overall, these programs were designated to improve the housing stock, prevent homelessness and improve areas that meet CDBG national objectives in the community. By focusing on the Strategic Plan priorities outlined in the 2019-2023 Cedar Falls Consolidated Plan, the City attempted to make decent, affordable housing available by preserving housing stock, preventing homelessness, providing a suitable living environment, and expanding service opportunities that prevent homelessness. In the end, the City of Cedar Falls strives to make progress and complete all activities, utilize funding in an efficient manner, and serve those with the greatest need under their CDBG Entitlement Program.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee’s program year goals.

Federal Fiscal Year 2023 Entitlement Annual Program										
Goal	Category	Source: Amount Con Plan	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
CDBG Planning and Administration	Non-Housing Community Development	CDBG: \$52,330.00	Other	Other	0	0	0.00%	0	0	0.00%
Demolition and Clearance	Non-Housing Community Development	CDBG: \$0.00	Buildings Demolished	Buildings	2	0	0.00%	0	0	0.00%
Maintain Existing Affordable Housing: Owner Occupied Rehab	Affordable Housing	CDBG: \$40,000.00	Homeowner Housing Units Rehabilitated	Household Housing Unit	13	14	107.70%	3	2	66.70%

Maintain Existing Affordable Housing: Renter Occupied Rehab	Affordable Housing	CDBG: \$20,000.00	Rental Units Rehabilitated	Household Housing Unit	8	3	37.50%	1	2	200.00%
Neighborhood Accessibility Improvements	Non-Housing Community Development Sidewalk Infill	CDBG: \$0.00	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	95	95	100.00%	76	76	100.00%
Neighborhood Infrastructure Improvements	Non-Housing Community Development Sewer Lining	CDBG: \$160,074.00	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	540	204	408.00%	50	204	408.00%
Neighborhood Recreational Amenities	Non-Housing Community Development Tree Replacement	CDBG: \$20,000.00	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Trees Planted	40	40	100.00%	40	85	212.50%
Preserve Existing Affordable Housing through Code Enforcement	Affordable Housing	CDBG: \$0.00	Housing Code Enforcement/Foreclosed Property Care	Persons Assisted	375	0	0.00%	0	0	0.00%

Prevent Homelessness Through Agency and Organizational	Affordable Housing NE IA Food Bank	CDBG: \$10,000.00	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	20,000	23,161	115.80%	4,040	3,714	91.93%
Prevent Homelessness Through Agency and Organizational	Affordable Housing Salvation Army	CDBG: \$10,000.00	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	100	123	123.00%	40	15	37.50%
Prevent Homelessness Through Agency and Organizational	Affordable Housing Pathways Behavioral	CDBG: \$5,800.00	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	100	74	74.00%	20	13	65.00%
Prevent Homelessness Through Agency and Organizational	Affordable Housing Financial Management	CDBG: \$948.00	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	10	0	0.00%	10	0	0.00%
Prevent Homelessness Through Agency and Organizational	Affordable Housing Family and Children's Council	CDBG: \$5,500.00	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	10	8	80.00%	10	7	70.00%
Provide Access to Transportation	Non-Housing Community Development	CDBG: \$0.00	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	415	0	0.00%	0	0	0.00%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

1. Provide decent affordable and sustainable housing by preserving the housing stock.

The City of Cedar Falls utilizes several activities to support this priority. These activities include Owner and Renter Occupied Housing Rehabilitation and Repair Programs and administration, as well as support provided through nonprofit agency services. As noted above, the City completed two owner occupied rehabilitation/repair projects and two renter occupied rehab projects under the FFY 2023 annual entitlement program.

2. Provide suitable safe living environment integrating low-mod residents.

During this past year, the City of Cedar Falls managed to provide funding for owner occupied and renter occupied housing rehabilitation and for supporting community service agencies residents. It should be noted that two owner-occupied and two renter rehab projects were completed this year, and that only one of four service agencies exhausted their CDBG award, regarding the Entitlement Funding awards. Said services were intended to prevent homelessness and providing shelter (Salvation Army), offering food assistance (Northeast Iowa Food Bank), offering substance abuse counseling (Pathways Behavioral), and offering family and children's safety programs (Family and Children's Council) in the community. A fifth agency was offered an award for financial counseling (Family Management Financial Solutions) but did not execute the contract with the City.

3. Expand economic opportunities through self-supporting wages, home ownership, and empowering low-mod income persons to achieve self-sufficiency.

The City of Cedar Falls funded five service agencies, four of which executed contracts with the City, aimed at meeting the objective of providing and maintaining support services that help City residents remain independent, while expanding economic opportunities and empowering low-and-moderate income households and individuals. All funded agencies are classified as Low-to-Moderate Income Limited Clientele providers, in terms of meeting a CDBG National Objective eligibility requirement. As noted above, these agencies provided an array of services, including drug and alcohol dependency treatment, food access, children's safety, and emergency sheltering for the homeless among many other services. Each of the selected service agencies were expected to serve a particular number of Cedar Falls residents with their allocated CDBG funds. During this past year one agency achieved their expected service goals regarding the number of Cedar Falls residents or households served. Not surprisingly, these agencies continued to be affected by capacity problems (employee shortages), cost of providing services, and/or challenges marketing service offerings.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

CDBG	Households or Families	Persons
White	1,490	2,807
Black or African American	181	440
Asian	49	120
American Indian or American Native	16	26
Native Hawaiian or Other Pacific Islander	20	50
Aleut/Alaskan/White	1	3
Black/African American/White	16	17
Multi-Racial	141	288
Hispanic Ethnicity (Excluded from Race Totals)	156	184
Total	1,914	3,751

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

Fiscal Year 2023 found the City’s CDBG program nearly back to “normal” after the Coronavirus (COVID-19) pandemic that affected program performance during recent years. Interaction with clients and service recipients returned to pre-pandemic levels, along with staff interaction, as did the number and methodology with which meetings were conducted.

Of the households that received assistance and services in FFY 2023, 1,490, or 78 percent, were White and 181, or 9 percent, were Black or African American. Households with Asian descent represented 49, or roughly 2.5 percent of those served. It should be noted that these statistics represent persons and households that were served by CDBG Entitlement Funding only. Cedar Falls does not have racially/ethnically concentrated areas that are delineated or identified as such.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG-Entitlement	Public-Federal	\$321,652	\$358,663
HOME	Public-Federal	\$0	\$0
HOPWA	Public-Federal	\$0	\$0
ESG	Public-Federal	\$0	\$0
Other	Other	\$0	\$0

Table 3 - Resources Made Available

Narrative

The two primary federal funding resources used by the City of Cedar Falls under this program are the Community Development Block Grant (CDBG) and the HOME Investment Partnership (HOME) Programs, through a consortium with the City of Waterloo. The primary objective of the CDBG Program is to offer decent housing, prevent homelessness, and provide a suitable living environment and economic opportunities for low-and-moderate income households. The HOME funds are primarily used for the development and rehabilitation of affordable ownership housing for low-and-moderate income households. During Program Year 2023, the City of Cedar Falls had anticipated that there would be \$321,652 in CDBG funds available for rehabilitation and repair projects, infrastructure activities, agency awards, and planning and administrative services. Using carryover funds to make up the experienced increase in actual spending, \$358,663 was spent serving the residents of the City during this past year.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
City of Cedar Falls	100.00%	100.00%	City of Cedar Falls incorporated area
LMI Area Benefit	52.88%	52.59%	LMI areas within the City of Cedar Falls that are identified by Census Data

Table 4 – Identify the geographic distribution and location of investments

Narrative

Target Area: Cedar Falls (Serving Cedar Falls residents)
 Planned Percentage of Allocation: 100.00%
 Actual Percentage of Allocation: 100.00%
 Planned Low Moderate Income Area Benefit: $\$170,074 / \$321,652 = 52.88\%$ (lining and tree projects)
 Actual Low Moderate Income Area Benefit: $\$188,633 / \$358,663 = 52.59\%$ (lining, tree, and sidewalk projects)

The CDBG funds were used in the City of Cedar Falls as planned and designated. As in prior years, the City continues to award funds to LMI Limited Clientele service agencies along with its owner occupied and renter occupied rehabilitation and repair projects.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The City of Cedar Falls encourages applicants and sub-recipients to seek out other public and private resources in order to address needs identified in the Consolidated Plan. In program year 2023, the City expended \$358,663 in total CDBG funds under the regular or annual entitlement program award. Both the owner and renter occupied rehab/repair programs served low-to-moderate income households, and the agency awards are made to LMI Limited Clientele agencies. The Neighborhood Infrastructure activity (sanitary sewer lining), Neighborhood Accessibility activity (sidewalks), and Neighborhood Recreational activity (tree replacement/installation) were provided in LMI Areas, which are geographic areas (block groups) identified as meeting LMI requirements per HUD standards.

After reviewing reports provided by the four awarded agencies, it has been determined that one has incurred and reported expenses exceeding their awards while offering their services to Cedar Falls residents.

FFY 2023 Entitlement Funding Only	Agency Award	Total Expended	Leveraged/Match /Difference
Northeast Iowa Food Bank/Pantry	\$10,000	\$9,921.37	\$0.00
Pathways Behavioral Services	\$5,800	\$5,800.00	\$8,679.63
Salvation Army	\$10,000	\$4,503.14	\$0.00
Family and Children’s Council	\$5,500	\$4,750.70	\$0.00
Total	\$31,300	\$24,975.21	\$8,679.63

Table 5 – Summary of agency award program

One footnote, Family Management Financial Services was chosen to receive funding but did not sign a contract or provide training on behalf of the City during FFY 2023.

Publicly owned land or property was not used to address community needs during this past year.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	40	14
Number of Non-Homeless households to be provided affordable housing units	0	0
Number of Special-Needs households to be provided affordable housing units	0	0
Total	40	14

Table 6 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	4	4
Number of households supported through Acquisition of Existing Units	0	0
Total	4	4

Table 7 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

In terms of addressing homelessness, or reducing the threat of homelessness, the City of Cedar Falls funded four agencies, as stated previously. However, only one of the agencies provided services beyond the goals established by the City in their FFY 2023 Annual Action Plan. Financially, the remaining three agencies came close to meeting their CDBG budgets. This may be due in part to staffing capacity shortages within the agencies themselves, short contract duration, and other challenges. The homeless households that are documented in the table above were Salvation Army (14) clients that were assisted under the City’s Entitlement Program.

With regard to household services, the City focused on housing rehabilitation and repair programs (two households assisted under the owner occupied program and two assisted under renter occupied

program) all supported by Entitlement funding. During the past year, the City met its goal of assisting homeowners or renters under this program.

Discuss how these outcomes will impact future annual action plans.

At this point, the City is striving to continue providing access to services under their CDBG and HOME programs. While having to slow programs caused some frustration, everyone involved did their best to allocate annual Entitlement CDBG and HOME funding. Activities included accepting applications, verifying income of potential applicants, soliciting and analyzing construction proposals, or bids; complying with codes and ordinances, managing and administering projects; and addressing unmet needs.

As indicated in prior years, one of the ongoing barriers to affordable housing for low-income residents in Cedar Falls continues to be the price of housing. Simply stated, Cedar Falls property has a higher value than surrounding cities, and as a result, low-income residents are less likely to find affordable housing within the community. During upcoming annual action plans, we will continue to work to utilize other funding sources, such as HOME, as well as work with agencies, including Habitat for Humanity to assist in their efforts to supply affordable homes to low-income Cedar Falls residents through the use of existing fund sources. Incidentally, the City once again made a concerted effort to utilize HOME funding this past year.

Further, the City has identified several barriers to affordable housing in its Consolidated Plan and Analysis of Fair Housing Impediments, both of which were adopted in 2019. At this point in the fifth and final year of the Consolidated Plan, new plans are being completed for FFY 2024 and beyond.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households or Families Served	CDBG Actual	HOME Actual
Extremely Low Income (30% or less AMI)	873	0
Low Income (31-50% AMI)	569	0
Moderate Income (51-80% AMI)	474	0
Total	1,916	0
Above Income Persons Served	0	0
Homeless Households Served (Salvation Army)	14	0

AMI-Area Median Income

Table 8 – Income Classifications of Benefitted Households

As the Number of Households table shows, all the Cedar Falls households or families benefitted by the program during FFY 2023 were classified as low-and-moderate income (80 percent or less of Area Median Income (AMI). Specifically, 46 percent (873 households) were considered extremely low

income, 30 percent (569 households) were considered very low income, and 24 percent (474 households) were low income. Further, the majority of the people that were positively affected by the program were in the Agency Awards under the LMI Limited Clientele (National Objective) activities.

Number of Persons Served	CDBG Actual	HOME Actual
Extremely Low Income (30% or less AMI)	1,705	0
Low Income (31-50% AMI)	1,117	0
Moderate Income (51-80% AMI)	931	0
Total	3,753	0
Above Income Persons Served	0	0
Homeless Persons Served (Salvation Army)	15	0

AMI-Area Median Income

Table 9 – Number of Persons Served

Analyzing the number of persons served, 1,705, or 46 percent, were considered extremely low income; 1,117, or 30 percent, were considered very low income; and 931, or 24 percent, were classified as low income. Again, the majority of the persons that were positively affected by the program were those with extremely low incomes and were helped through the City’s Agency Awards program (National Objective: LMI Limited Clientele).

Narrative Information

In addition to funding and monitoring service agencies (All persons served by the agencies are eligible for funding as LMI Limited Clientele agencies and thus presumed to be classified as Low-and-Moderate Income Households (at or below 80 percent of Area Median Income levels), the City completed two owner-occupied and two renter rehabilitation/repair projects under the FFY 2023 regular or annual entitlement program. In addition, during the past year, the City of Cedar Falls completed a sanitary sewer lining infill project, finished the remnants of a multi-year sidewalk project, and completed a tree installation/replacement program, all within HUD-identified LMI Areas (these areas were qualifying census tracts or block groups identified by HUD prior to the beginning of each project).

Since completion of its 2019-2023 Consolidated Plan public participation process, generally, affordable housing is still a concern for residents and agencies, as the cost of housing is a challenge for low-and-moderate income households. To that end, the City will maintain the relationships and working partnerships with the various agencies in an attempt to assist its residents, as well as keep the agencies informed. Finally, the community has established a Local Housing Trust Fund Board in order to address need as well as access state and local funding resources. Said trust fund also utilizes and requires public engagement procedures and policies.

The City continued supporting rehabilitation and repairs of existing owner occupied and rental housing stock using the CDBG and HOME programs. To that end, lead-based paint will continue to be addressed in assisted low-and-moderate income housing in the community, as part of inspection and abatement efforts under these two HUD programs. As for any structural or organizational issues, the City is

committed to addressing and resolving any impediments associated with either HUD funding program, including those that may arise with public partnering entities.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The needs of homeless people are identified through staff participation in the Black Hawk County Local Homeless Coordinating Board. This advocacy group shares information regarding homeless needs and services. The Board serves as a large partnership for service providers, policy makers, and administrators for addressing housing and homeless services in the area. In addition, the agencies that the City chooses to fund with CDBG dollars provide services directly to persons or households that may be homeless or in danger of becoming homeless. Finally, the City of Cedar Falls continues to be open to developing new partnerships and strategies designed to address homelessness, including the newly formed Cedar Falls Housing Trust Fund organization.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City of Cedar Falls used CDBG funds to address homelessness through funding to the Salvation Army Woman's Shelter, as well as three other agencies that indirectly prevent homelessness. The shelters used the funds provided during this past year to support services provided in their shelters. The shelters also offered services to assist the women in finding employment and permanent housing. During the program year the Salvation Army Woman's Shelter assisted fifteen (15) Cedar Falls residents that were threatened with homelessness.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

As was accomplished this year, the City intends to continue coordinating with agencies that can help the community prevent homelessness, specifically for persons being discharged from public institutions, health care facilities, corrections programs, mental health facilities, foster care, or youth programs.

To that end, as well as to address other systems of care, the City of Cedar Falls provided awards to four agencies that offer these services to residents. Furthermore, these paid services likely assist those households that may spend 50 percent or more of their budget on housing expenses, which may threaten the housing status or the immediate and/or basic needs of the assisted household.

Services provided through the annual or entitlement funding included food, substance abuse treatment, homeless shelter facility assistance, and family and child services. The City attempted to offer personal financial counseling funding to a fifth agency, but the proffered contract was not executed or

implemented.

Finally, the City is participating in the Cedar Falls Housing Trust Fund organization which is implementing efforts to support housing at the local level. Eligible housing includes funding for emergency and transitional housing, shelter support, financial assistance, and rent/mortgage assistance, all of which attempt to also address and/prevent homelessness in the community.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

As previously stated, the City funded the Salvation Army Women's Shelter during this past year, which offers shelter for persons in need, most notably those persons that may be homeless or threatened by homelessness. Specifically, CDBG funds were used for Salvation Army operational/staffing expenses during this past year. It should be noted that this agency also offers some basic case management and supportive services to assist people in making the transition to permanent housing in the community.

CR-30 - Public Housing 91.220(h); 91.320(j)**Actions taken to address the needs of public housing**

The City of Cedar Falls does not have a public housing program, nor does it operate or manage public housing property. The Low Rent Housing Agency of Cedar Falls, administered by the City of Cedar Falls Community Development Department, manages the Housing Choice Vouchers (Section 8) Program. The City reviews, with HUD, the number of vouchers and the amount of subsidy provided on a quarterly basis to ensure the federal funds are fully utilized to serve as many clients as possible with the funding provided. While the maximum number of vouchers the City is allowed to issue is based on the available funding from HUD. With the current funding level and the amount of subsidy needed to ensure that clients are not paying more than 30 percent of their income toward rent, the current lease-up goal is 300 vouchers. This number fluctuates based upon the households being served and level of income. Currently, 209 vouchers are being utilized. The City works to maximize the number of households served with the available funding, so it maintains a waiting list and issues new vouchers whenever possible. The Low-Rent Housing Agency of Cedar Falls has been rated as a high performer, according to Section 8 Management Association Program (SEMAP).

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

This is not applicable, as the City does not have a public housing program or manage public housing properties.

Actions taken to provide assistance to troubled PHAs

This is not applicable, as the City does not have a public housing program or manage public housing properties.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

Currently, the need for quality, affordable housing continues to outpace the existence of such units in Cedar Falls. Between demand on the units by full-time residents, and that which comes with being a university community and addressing student housing needs, the City has unmet need for affordable housing.

With that said, there are several different kinds of barriers to the development or creation of affordable housing in Cedar Falls, some of which are outside of the City's ability to control. First, the housing market, for low-income residents in Cedar Falls, is almost non-existent and what does exist is expensive, with home valuation and rent costs being relatively high. Second, construction costs for both single-family and multiple-family developments, in materials, lot price, and infrastructure cost, have risen sharply since 2020. Third, availability of developable land is sparse in the community.

By being willing to look at these areas of concern, the City of Cedar Falls is taking action to address potential negative effects of public policy on affordable housing by making it an important discussion element during both public input processes and while drafting and developing the various policies, plans, and ordinances. Specifically, during the past year, the City has participated in the creation of the Cedar Falls Housing Trust Fund, which is a non-profit organization funded by the State of Iowa and which is dedicated to supporting affordable housing. As discussed in prior CAPERs, involvement with the housing trust fund is affording them the chance to explore public-private-nonprofit partnerships with the express purpose of developing affordable housing in the community. Nevertheless, the City does recognize the effect that their housing market is having on the price of housing, which may affect whether or not people can afford to live in the community.

Regarding taxes, property tax assessment is based upon valuation, as determined by the Black Hawk County Assessor and certified by the County Auditor. In the case of the City portion of the total property tax, the City Council considers adjustment as part of their annual budgeting process, which is scheduled to be concluded in March every year. Said levy rates are set by classification (property use), and the percentage of which that is collected by the City is determined by the State of Iowa. In reviewing the City of Cedar Falls' tax rates, which are measured per \$1,000 of taxable value, over the course of the past ten fiscal years, the City has maintained a very consistent, stable property tax rate. The highest rate during this time-period, which was certified in City Fiscal Year 2012, was \$12.86/\$1,000 in taxable valuation, and the lowest rate, \$10.95/\$1,000, was certified in CFY 2020. Currently (City Fiscal Year 2024), the City levy is \$11.74/\$1,000 of valuation.

The City acknowledges the higher cost of housing in their community, which may be attributed to market demand, land value, and development costs (primarily land, infrastructure, labor and material costs). As a result, the City's participation in the Community Development Block Grant (CDBG) Entitlement Program becomes that much more important. The CDBG Entitlement has offered not only physical housing assistance in the way of rehabilitation and repair programs, but the City also offers assistance to residents in the form of homelessness services, thus preventing served persons from having to weigh paying for housing-related expenses against other services they may need. Further, the

City has chosen to expend part of its CDBG allocation to provide upgraded or updated infrastructure in low-and-moderate income areas, which are made up of HUD identified census tracts and block groups.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The City of Cedar Falls is proactive in attending meetings and networking with service agencies to identify needs in the community. They also monitor each of the CDBG-funded agencies to ensure the allocations are addressing community needs. The City staff also has relayed the addresses of properties that have code violations to the CDBG program, so the housing staff may offer services to the homeowner, if applicable.

Information regarding the CDBG program and Rehabilitation assistance continues to be marketed in newspaper articles (Waterloo-Cedar Falls Courier) and City's newsletter, "Currents". The local newsletter is distributed to Cedar Falls residents and to agencies that serve Cedar Falls residents. The City is also using its website to advertise basic program information, application, and the administrative plan associated with the rehabilitation projects. Finally, the City utilizes its website to showcase its long-range and short-range plans, as well as its annual CDBG and Home accomplishments within the community.

The outreach the community conducted, through the development and adoption of its draft 2024-2028 Consolidated Plan and the first new Housing Needs Assessment since the late 1990s, are still valid and the engagement processes helped the City develop strategies for addressing obstacles, barriers, and unmet needs for persons in the community. In addition, the community with involvement of the City, has created a Local Housing Trust Fund, which is a private non-profit organization that assists low-and-moderate income people and households address their housing needs.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The Iowa Northland Regional Council of Governments (INRCOG) directly, or through its procured inspector/subcontractor, provides lead risk assessment and completes lead-based paint clearance testing on the housing rehabilitation projects in Cedar Falls. If abatement work is completed, the entire property/project is also cleaned. At least one hour after the final cleaning, a certified inspector does a visual examination to ensure there are no paint chips, dust, debris, or bare soil. The inspector then takes a dust sample from the window troughs, windowsills, and floors. The sampling is tested in accordance with the HUD guidelines. In addition, per-unit rehab budgets also include funds for relocation of families whose homes may be impacted by lead, as well as for addressing lead hazards such that units may be considered safe.

The City will continue to include lead-based hazard prevention measures in its programs, including identification, testing, relocation, and remediation actions. Applicants, as a form of awareness, are also provided the lead paint brochure "Protect Your Family from Lead Paint in Your Home". This brochure explains the dangers of lead in the home.

Households receiving assistance through the Housing Choice Voucher program are also advised of potential lead hazards. Specifically, occupied units built prior to 1978 are assessed for lead hazards.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

As indicated in the current and draft Consolidated and Annual Action Plans, as well as the adopted

Housing Needs Assessment and Cedar Falls Housing Trust Fund Housing Assistance Plan, the City of Cedar Falls has worked to eliminate poverty through efforts to make housing more affordable, preserving the condition and availability of existing housing stock, and helping citizens build human, social, financial, physical, and natural assets. This work is completed with the intent to address several of the social and economic causes of poverty. Also, the work the contracted services agencies perform on behalf of the City helps increase educational and awareness opportunities for community residents, many of whom may be at or below poverty levels.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

As indicated in the Consolidated Plan, the close working relationship between the Cedar Falls City Council, Housing Commission and the Community Development staff helps to overcome any potential gaps in institutional structure. Through this program, the City has had the opportunity to build relationships with numerous agencies, organizations, and entities, all of which help the community build a network, and in some cases a safety net, of services for its residents. Furthermore, the City of Cedar Falls staff work closely with the neighboring City of Waterloo on projects affecting the metropolitan area. Finally, the City maintains a relationship with the Cedar Falls Economic Development Corporation, Cedar Falls Housing Trust Fund Board of Directors, as well as the Iowa Northland Regional Council of Governments with regard to implementing both CDBG and HOME programs in the community.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The City of Cedar Falls Housing Commission was significantly involved in implementation of the CDBG Entitlement and HOME programs during this past year. Membership of this committee included people from a wide cross-section of the community. The composition of the Commission included a former banker, realtor, developer, a community credit union official, and a Section 8 landlord. This unique composition allows for collaboration and communication of potential ideas that address fair housing issues, raise awareness of concern, and create working relationships that will help address housing issues. As has been documented, the City met with and worked closely with service agencies to ensure coordination, fill gaps where services are needed, and exchange feedback regarding underserved needs.

Again, the community has created a Local Housing Trust Fund, which is managed by a private non-profit Board of Directors that focuses on offering housing assistance to qualifying persons and households. The organization was developed and is maintained locally, with the assistance, guidance, and approval of the State of Iowa (Iowa Finance Authority). Currently, the City is participating in the Cedar Falls Housing Trust Fund and has one representative on their Board of Directors.

Finally, during this past year, the City continued to enhance relationships with several agencies, organizations, and service providers, through its annual agency award program.

Identify actions taken to overcome the effects of any impediments identified in the jurisdiction's analysis of impediments to fair housing choice. 91.520(a)

The City of Cedar Falls, together with the City of Waterloo, completed an Analysis of Impediments to Fair Housing (AFH) in 2014, and updated both in 2019 as part of development of their Consolidated Plan. Said updated analysis identified impediments to fair housing in Cedar Falls and the actions

suggested to address them, as follows:

Public Sector Impediments: Market Based Need Areas

Suggested AFH Actions:

1. Limited English-Speaking Population. Conduct a four-factor analysis to determine which current systems for interpretation and translation are adequately serving the community. Ending with a Language Access Plan.
2. Focus CDBG funding on the provision of affordable rental units.
3. Consider a renter-focused CDBG-funded affordable housing project.
4. Planning departments in Consortium work together to arrange for a workshop for developers and landlords to broaden awareness of the concepts of universal design.
5. Provide incentives for employment training and apprenticeships aimed at residents of racially-impacted neighborhoods.
6. Target homeownership counseling to residents of impacted neighborhoods.

AFH Actions Accomplished:

During FFY 2023, the City focused program funding toward assisting low-and-moderate income households and families. A change that was identified during the Consolidated Plan update suggested directing assistance to affordable rental units (Suggested AFH Actions #2 and #3), and as such, the City has developed an administrative plan, procurement process, and completed two rental unit rehab projects this year alone. In addition, Fair Housing education services were provided by staff and partnering community agencies to help residents, tenants, and landlords understand fair housing rights and responsibilities. This series of action is ongoing.

Public Sector Impediments: Policy Based Need Areas

Suggested AFH Actions:

1. Cedar Falls Human Rights Commission outreach project. Determine viability of using CDBG funds to support an outreach project. Empower the Commission to enforce fair housing laws rather than referring residents to the Iowa Civil Rights Commission
2. Consortium should continue to engage in regional planning efforts to most efficiently match bus lines and stops with jobs, housing, and amenities.

AFH Actions Accomplished:

In regard to public policy needs, the City has had prior discussions during the past five years regarding the use of CDBG funds to support outreach and strengthening the position of their local Human Rights Commission (Suggested AFH Action #1). The City's Human Rights Commission did review and approve the 2023 Housing Needs Assessment prior to City Council approval. Further, during the current Consolidated Planning process (for the upcoming 2024-2028 Consolidated Plan) that occurred this year, both cities in the consortium (Waterloo and Cedar Falls) had several opportunities to work on enhancing

and improving transit services, most notably addressing route restructuring that could be oriented around land use and employment changes, as well as working with the metropolitan transit system (MET Transit of Black Hawk County) to determine ways in which CDBG clients can more easily access the system. The City of Cedar Falls has again included allocation of CDBG funding in the new plan toward improving transportation services that would better serve housing areas, employment centers, community education and service providers for residents that may not have access to transit services (Suggested AFH Action #2). To date this need is being addressed but is not yet accomplished.

Private Sector Impediments: Market Based Need Areas

Suggested AFH Actions:

1. The consortium should consider testing mortgage discrimination by a qualified entity in order to more effectively target education, outreach, referral, and enforcement activities.
2. Apply for a grant for another round of testing, with particular emphasis on race and disability, should be considered by the Consortium.
3. Legal review of nuisance and rental inspection ordinances to ensure whether enforcement is consistent with applicable fair housing laws.

AFH Actions Accomplished:

The City has spent, and will continue to spend, significant staff time addressing the interaction of local and federal and state rental and nuisance ordinances and their impact on the community. This includes assessing the allowability of local laws and fair housing regulations (Suggested AFH Action #3). This activity is ongoing.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements.

The City of Cedar Falls used numerous methods of ensuring the projects funded under the CDBG Entitlement program comply with federal standards and requirements, including the three National Objectives of the CDBG Program. Further, said monitoring will utilize the Consolidated Plan, Annual Action Plan and the Analysis of Fair Housing as the foundations and impetus for actions taken and implemented using CDBG and HOME funding in the community.

Overall, expenditure of CDBG funds has been consistent with the goals outlined in all three planning documents, and all CDBG and HOME funds have been provided under the Low-and-Moderate Income (LMI) National Objective.

All direct housing rehabilitation and repair projects, have been conducted according to prescribed HUD requirements this past year, including accepting written applications, performing income verifications, procurement, contracting, inspections, lead-based paint protections, and closeout procedures. The City included minority-owned contracting businesses in the project bidding outreach processes. Only verified low-to-moderate income households were assisted under this program. Eligibility for funds

were provided through individual household low-and-moderate income verification measures.

Under the LMI Limited Clientele eligibility measurement, agencies that received funding were required to compete for funds, develop eligible proposals, provide quarterly reports and reimbursement documentation, and be monitored for compliance and effectiveness. Monitoring, which consisted of in-person visits to the agencies by staff, was completed as well. Staff confirmed the use of funds matched the agency proposal and contract with the City; verified agency expenses; studied copies of client files and applications; verified client demographics; and reviewed quarterly reports and expenditures with key agency employees. Staff also collected copies of client application examples. The City of Cedar Falls continued working with public service agencies and nonprofit organizations to ensure they are reaching the goal of assisting residents with the greatest need, as well as to help reduce and/or prevent homelessness in the community.

Under the LMI Area Benefit eligibility measurement, the City completed one large infrastructure project, sanitary sewer lining, one smaller project, tree infill and replacement, and wrapped up a multi-year sidewalk infill and installation project. All were conducted in HUD-defined census tract or block group areas identified as being low-and-moderate income. Procurements were conducted per federal guidelines and implementation adhered to applicable federal and state requirements. For example, both the sanitary sewer lining, and sidewalk programs involved CDBG bidding processes, contractor clearance, and compliance with Davis-Bacon, Section 3, and environmental requirements. The tree project was completed by existing City staff and thus was not subject to these requirements.

Also, in May 2023 (one month prior to the commencement of FFY 2023), the City's Entitlement Program was monitored both from a programmatic and financial standpoint. HUD staff reviewed programs from prior years including those from FFY 2019 through 2022. As a result of said monitoring visit, the City was found to have one programmatic and one financial finding, as well as one programmatic and one financial concern. The City, over the course of several months during FFY 2023, developed procedures, policies and actions addressing each finding and concern. The City then presented its written response and follow-up to the monitoring to HUD in April 2024. From the City's view, it has resolved these matters and has been implementing them moving forward, beginning with FFY 2023 programs and projects.

Finally, the Housing Commission and City Council reviewed and approved this Consolidated Annual Performance and Evaluation Report (CAPER), which summarizes the accomplishments and efforts made under the CDBG Entitlement Program, all after conducting the required, appropriate public input processes outlined in the City's Public Participation Plan.

All CDBG funds expended are subject to the US Department of Housing and Urban Development and the City's auditing and fiscal management policies and processes. In addition, planning and administrative work performed by INRCOG are subject to its independent accounting, auditing, and records maintenance processes as well.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

Three public meeting opportunities were provided regarding this specific CAPER Report, which is consistent with the City's current Citizen Participation Plan. First, at the regular September 18th, 2024,

Housing Commission Meeting and then at the October 7th, 2024, and October 21st, 2024, City Council Meetings. Legal notice for this CAPER was published in the October 3rd, 2024, Waterloo-Cedar Falls Courier, which included notice for the October 21st, 2024, City Council Public Hearing and approval process. Said legal notice included a combined published 15-day comment period and legal public hearing notice, as allowed in the Citizen Participation Plan. Specifically, the notice was published in English and Spanish, and both notices offered reasonable accommodation for persons with disabilities.

There were no public comments made during the advertised citizen participation period.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

The City chose to focus its FFY 2023 CDBG funding and efforts under the Low-and-Moderate (LMI) National Objective. Specifically, funding was provided as agency awards (LMI Limited Clientele), to City sanitary sewer lining, tree, and sidewalk projects (LMI Area Benefit), and assistance to owner occupied and renter occupied housing rehabilitation/repair (Individual LMI Eligibility Only) projects. Further, all were provided in accordance with the City's 2019-2023 Consolidated Plan and 2023 Annual Action Plan. In future years, the City will likely continue funding these types of projects, all of which are intended to positively impact LMI households, larger numbers of people, and qualifying geographic areas of the community.

Does the grantee have an existing Section 108 guarantee?

The City does not have a Section 108 guaranteed loan.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

The City does not have an open BEDI grant.

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

The City is not a BEDI grantee, and therefore, this query does not apply.

CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided.

Total Labor Hours	CDBG	HOME	ESG	HOPWA	HTF
Total Number of Activities (Sanitary Sewer Lining Project)	1	0	0	0	0
Total Labor Hours	459.25	0	0	0	0
Total Section 3 Worker Hours	0	0	0	0	0
Total Targeted Section 3 Worker Hours	0	0	0	0	0

Table 10 – Total Labor Hours

Qualitative Efforts - Number of Activities by Program	CDBG	HOME	ESG	HOPWA	HTF
Outreach efforts to generate job applicants who are Public Housing Targeted Workers	0	0	0	0	0
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.	1	0	0	0	0
Direct, on-the job training (including apprenticeships).	0	0	0	0	0
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.	0	0	0	0	0
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).	0	0	0	0	0
Outreach efforts to identify and secure bids from Section 3 business concerns.	0	0	0	0	0
Technical assistance to help Section 3 business concerns understand and bid on contracts.	0	0	0	0	0
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.	0	0	0	0	0
Provided or connected residents with assistance in seeking employment including: drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services.	0	0	0	0	0
Held one or more job fairs.	1	0	0	0	0
Provided or connected residents with supportive services that can provide direct services or referrals.	0	0	0	0	0
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.	0	0	0	0	0
Assisted residents with finding childcare.	0	0	0	0	0
Assisted residents to apply for or attend community college or a four year educational institution.	0	0	0	0	0
Assisted residents to apply for or attend vocational/technical training.	0	0	0	0	0
Assisted residents to obtain financial literacy training and/or coaching.	0	0	0	0	0
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.	0	0	0	0	0
Provided or connected residents with training on computer use or online technologies.	0	0	0	0	0
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.	0	0	0	0	0
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.	0	0	0	0	0
Other.	0	0	0	0	0

Table 11 – Qualitative Efforts - Number of Activities by Program

Narrative

With respect to Section 3 compliance, the City collected and retained the necessary project information for programs that require such, and the summary information has been provided in the prior table. The sanitary sewer lining project was the only CDBG project covered and tracked with regard to Section 3 requirements under FFY 2023. The other remaining projects funded under FFY 2023, tree replacement and sidewalk infill projects, were implemented exclusively by existing City staff members, and the sidewalk program had only the final Davis-Bacon, reporting, and accounting measures left to complete during this past year. All incurred sidewalk program expenses involved compliance tasks associated with reconciling contractor wage and benefit costs incurred in prior years, thus requiring internal City and/or INRCOG internal administrative expenses to be incurred as well. All three projects are considered closed as of this report.

Also, staff provided education and community resources to Housing Choice Voucher (HCV) tenants at lease up, as well as created a community resource directory on the City website. Staff provided education on the HCV program and landlord opportunities in the City newsletter, Currents. Staff provided information to HCV tenants on City employment opportunities through a job fair advertised by mailings to each community residence.



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor Daniel Laudick and City Council
FROM: Chris Sevy, AICP, Planner II
DATE: October 21, 2024
SUBJECT: Zoning Code Text Amendment – Accessory Dwelling Units (TA24-003)

INTRODUCTION

In a Committee of the Whole meeting on March 18, 2024, Council made a referral directing staff to prepare an ordinance to allow accessory dwelling units (ADUs) citywide. Currently they are only allowed in the Downtown Character District (CD-DT). An ADU is a smaller secondary dwelling unit that is accessory to a principal dwelling unit. They are commonly created within the principal dwelling, for example, in a daylight basement or within a detached accessory structure, such as above a garage. In cities that allow them, properties with an ADU are differentiated from duplexes primarily through limitations and restrictions that ensure the ADU is subordinate to a principal dwelling.

WHY ADUs?

The Housing Needs Assessment completed in 2023 identified shortfalls in the housing supply within Cedar Falls. This needs assessment has since been a topic of discussion for the Housing Commission and the City Council. One of the recommendations of that report was to expand the ADU policy to apply more broadly across the city.

In 2021 AARP conducted a national Home and Community Preferences Survey. This survey revealed that adults would consider creating an ADU in order to:

- Provide a home for a loved one in need of care (86%)
- Provide housing for relatives or friends (86%)
- Have a space for guests (82%)
- Create a place for a caregiver to stay (74%)
- Increase the value of their home (69%)
- Feel safer by having someone living nearby (67%)
- Earn extra income from renting to a tenant (63%)

Aside from the above benefits to owners, ADUs have several other benefits to the broader community. For example, ADUs:

- Are an economical housing option,
- Increase the taxable value of properties,
- Add small, affordable housing units with little change to the neighborhood character;

- Are inexpensive to maintain and have a low carbon footprint,
- Are sized to accommodate today's smaller average household size, and
- Can house people of all ages.

As discussed above, allowance for ADUs can be a facet of our broader effort to increase housing within the city. If done right, it can stabilize neighborhoods by adding flexibility for homeowners to continue to reside on their property through many stages of their lives. It can also provide rental income for homeowners.

METHODOLOGY

In drafting the code language specifically for ADUs, staff used the provisions in the Downtown Character District code (CD-DT) as a starting point. Staff also researched best practices for ADU ordinances in the U.S. and Canada, and considered provisions adopted by other cities in Iowa, namely: Des Moines, Ames, Iowa City, and Cedar Rapids. Discussions with persons in those jurisdictions were also helpful. The provisions in CD-DT serve as the basis for this code draft. The CD-DT has clear and objective standards for size, placement, and design. To be consistent, the proposed code language includes similar standards.

PROPOSED STANDARDS

The detailed standards proposed for ADUs are attached. This language is crafted to account for potential issues or concerns that could arise.

The basic standards include:

- Allowed only on owner-occupied properties;
- No more than one ADU per lot
- Limited to one bedroom;
- Size limited to 50% of the floor area of the principal dwelling or 800 square feet, whichever is less.
- Allowed only in the rear yard (as an accessory structure) or within the existing principal dwelling.
- Certain design standards apply, similar to standards currently in the code for accessory structures.

The standards ensure that neighborhood character is maintained regardless of the context. The current limits on detached accessory structures will still apply. For instance, today the maximum footprint of all accessory structures on most lots in the city is between 891 and 1,024 square feet. Those limits will not increase. The primary change here is to allow a portion of that allowance to be used for an ADU.

Worth noting is that communities are often slow to adopt an ADU ordinance where the administrative burden of rental licensing, inspections, and enforcement present new challenges they are not equipped for. However, Cedar Falls already has a rental licensing program and the anticipated administrative burden will be no different than other rentals within the city.

TECHNICAL COMMENTS

Since ADUs are an accessory use, staff is proposing to create an accessory use section of the code with general standards defined for all accessory uses. These general standards are

included in the attached proposed code language. This does not substantively change regulations in relation to accessory uses but it provides an appropriate place to enumerate each accessory use and the standards that specifically apply to each. In other words, it provides a place for the standards of ADUs to be outlined and is in anticipation of future code updates wherein the code can be more intuitively organized as existing accessory uses in the code are amended and new ones are added.

Notice of the Planning and Zoning Commission public hearing was published in the WCF Courier on September 17th, 2024.

STAFF RECOMMENDATION

At their meeting on September 25, 2024, with a vote of 7 ayes, 1 nay, and 1 abstain, the Planning and Zoning Commission recommended approval of TA24-003, a text amendment that would provide for allowance of Accessory Dwelling Units city-wide.

Minutes from the Planning and Zoning Commission meetings are noted below.

PLANNING & ZONING COMMISSION

Discussion 8/28/2024	Chair Hartley introduced the item and Mr. Sevy provided background information. He explained that City Council made a referral to staff at a Committee of the Whole meeting in March to prepare an ordinance to allow accessory dwelling units (ADU's) in residential zones. They are currently only allowed downtown. He explained that an ADU is defined as a small secondary dwelling unit that is accessory to an owner-occupied, detached single-unit dwelling. He also provided information to explain the benefits of ADU's, which included an increase of the taxable value of properties, they can add small, affordable housing units with little change to the neighborhood character, they are inexpensive to maintain and tend to have a low carbon footprint, they are sized to accommodate today's smaller average household size and can house people of all ages.
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Staff is proposing that they be only allowed on owner-occupied properties with allowance of no more than one ADU per lot. They would be limited to one bedroom and the size would be limited to 50% of the floor area of the principal dwelling or 800 square feet, whichever is less. They would only be allowed in the rear yard or within the existing principal dwelling. Detached ADUs would have a 5-foot side and rear setback. Mr. Sevy discussed design standards, stating that they must be a permanent structure, the materials and windows would need to match the principal structure, it would need a separate secure entrance and a paved path to that entrance. Two egress windows in the basement units would be required and no exterior stairs to upper stories would be allowed, with the exception of a second story of a detached garage.

At this time, staff is bringing the item forward for introduction and discussion purposes. If there are no significant concerns about the proposed code provision, staff recommends setting a public hearing to take place at the next meeting.

Sorensen asked how this affects the maximum footprint of outbuilding if it is part of a detached garage. Mr. Sevy explained that the maximum size rule still

applies the same for any outbuilding(s) on the lot. However, if a unit is added above the garage, only the footprint of the garage counts against that allowance. Sorensen also asked about whether the unit can be a rental. Mr. Sevy explained that renting the unit would be allowed but a rental permit would only be issued for one of the dwelling units on the property.

Moser asked about parking and how it is decided for these properties. Mr. Sevy explained the owner is allowed to work that out with the tenant.

Chair Hartley asked about other towns who allowed ADU's and Mr. Sevy gave examples, noting most are college towns.

Stalnaker asked why ADU's are not allowed above attached garages. Mr. Sevy stated it is mostly for aesthetic reasons because having the extra outside stairs becomes an issue. Ms. Howard noted that if there was enough room on the lot and could meet the setbacks for the principal structure, they would be able to add an enclosed stairway.

Henderson asked how it is policed to ensure the main structure is owner-occupied. Mr. Sevy stated that a rental unit would only be issued for one unit on the property. That unit would be inspected initially and every three years after that. It also becomes very apparent when looking at the county records and noting where the taxable address is different from the subject property.

Grybovych asked how this has helped other communities using ADU's with rental issues. Mr. Sevy stated that, when allowed, it is typical that a relatively small percentage of property owners build ADUs. However, an ADU policy can be an important piece of a broader effort to alleviate housing issues.

Gabe Groothuis, stated support for ADU's and would like it to be allowed for rental properties. He gave an example of a situation where there was a mother-in-law suite and the mother-in-law is no longer living there, what do they do with the space then?

Noah Klunder, 1430 Green Creek, would like it to apply to rental properties and stated his support for ADU's as well.

Sorensen made a motion to approve moving the item to a public hearing for September 11, 2024. Stalnaker seconded the motion. The motion was approved unanimously with 8 ayes (Alberhasky, Grybovych, Hartley, Henderson, Johnson, Moser, Sorensen and Stalnaker), and 0 nays.

Discussion
9/25/2024

Chair Hartley introduced the item and Mr. Sevy provided background information. He explained that this item was discussed at the Planning and Zoning Commission on August 28. He gave a brief recap of what was discussed, such as the proposed standards and the content/purpose of the accessory use code section that staff is proposing as a placeholder for ADUs and other accessory uses, and stated that staff recommends approval of the proposed amendments to Chapter 26, Zoning.

Sorensen asked how this pertains to new construction, such as someone wishing to build a brand new house, could they also have this second dwelling from the beginning? Mr. Sevy stated that this would be acceptable. Sorensen also asked if this would supersede neighborhood covenants. Mr. Sevy stated that it doesn't necessarily. Ms. Howard explained that the City does not enforce such private covenants, however staff recommends that applicants for an ADU find out if there are any neighborhood covenants that could cause an issue that would create a legal issue with the neighbors. This recommendation will be included in an information pamphlet that will be made available at City Hall if/when this code provision passes.

Craig Fairbanks, 405 Spruce Hills Drive, spoke in favor of the ADU units. He had questions regarding the classifications of such units. He asked why the structure is limited to one bedroom. Sevy explained that they are following what council has approved in the downtown code. Fairbanks also asked about some of the potential building requirements.

Gabe Groothius, 3215 Homeway, shared that he is in favor of this code amendment and stated that after talking to other communities he can see ways that could make these ADU's even more effective for meeting housing needs.

Sorensen noted that he feels that there may be too much potential restriction with regard to renting these properties. He also feels that the number of bedrooms should be revisited. Hartley stated that he likes the idea of starting with more restrictions to see how it goes and then adjust with experience.

Henderson asked about issues with landlords keeping the properties in good condition. Ms. Howard stated that there are rental properties that have had issues, but there are also a lot of properties that are well kept. She explained the different considerations that went into the decision that was made.

Grybovych recommended proceeding with caution regarding the homeowner requirement.

There was further discussion by the Commission and the audience regarding the restrictions and the requirements.

Moser made a motion to approve the item. Henderson seconded the motion. The motion was approved with 7 ayes (Alberhasky, Hartley, Henderson, Johnson, Moser, Stalnaker and Watkins), 1 abstention (Grybovych) and 1 nay (Sorensen).

Attachments: ADU Code Language (redline)
ADU Ordinance

Amend the definition of “Accessory use or structure” within Section 26-2 Definitions, as follows:

Accessory use or structure means a use or structure on the same lot with and of a nature customarily incidental and subordinate to the principal use or structure, and as further described in Section 26-142 Accessory Uses. ~~Said accessory structures are customarily used for storage or parking purposes. No residential dwelling unit or business or commercial office may be established within an accessory structure.~~

Add a definition of “Accessory Dwelling Unit” as follows:

Accessory dwelling unit is a small secondary dwelling unit that is accessory to a detached single-unit dwelling either created within the existing building envelope of the principal dwelling, or within a detached accessory building, that meets the standards set forth in this chapter. Properties with ADUs shall not be considered duplexes.

Amend Sec 26-139 Prohibition on conversion of single-unit residences located in R-1 and R-2 Residence Districts to two-unit dwelling units, as follows:

Notwithstanding the provisions of any other section of this article, no existing single-unit residential structure located in an R-1 residence zoning district or in an R-2 residence zoning district of the city shall be converted or otherwise structurally altered or expanded for the purpose of accommodating the creation or establishment of a second separate dwelling unit ~~within, around or adjacent to the original single-unit residential structure,~~ except for an Accessory Dwelling Unit as provided for in this chapter.

Add a new Sec. 26-142 - Accessory Uses, as follows:

Sec. 26-142 – Accessory Uses

- (a) Generally. Accessory uses, buildings or other structures customarily incidental to and commonly associated with a permitted principal use or conditional use are permitted, provided they are operated and maintained according to the following standards:
- (1) The accessory use is subordinate to the principal use of the property and contributes to the comfort, well-being, convenience, or necessity of occupants, customers, or employees of the principal use;
 - (2) The accessory use, building or structure is under the same ownership as the principal use or uses on the property;
 - (3) The accessory use, building or structure does not include a structure, structural feature, or activity inconsistent with the principal use or uses to which it is accessory;

- (4) Except for off-street parking located on a separate lot as specifically allowed in the subject zoning district, the accessory use, building, or structure is located on the same lot as the principal use or uses to which it is accessory; and
- (5) The accessory use, building or structure conforms to the applicable zoning district regulations and to the specific approval criteria and development standards contained in this chapter.
- (b) Specific accessory uses and standards enumerated. The following accessory uses may be established in accordance with the specific standards set forth herein:
- (1) Accessory Dwelling Units (ADUs)
- a. Applicability. An ADU is permitted in an owner-occupied detached single-unit dwelling or in a building that is accessory to an owner-occupied detached single-unit dwelling, not including cottages within a cottage court, according to the regulations set forth in this section.
- b. Rental License and Occupancy. Only one dwelling unit on a lot will be allowed a rental license (either the ADU or the principal dwelling, but not both). The owner of the property must occupy at least one of the dwelling units on the property, as their principal residence. The ADU and the principal dwelling must be under the same ownership. The maximum rental occupancy of the ADU is two adults (children are not precluded).
- c. Site Plan Review Required. A site plan is required for an ADU. An application for site plan review shall be submitted to the City for administrative review and approval according to the process set forth in Sec. 26-37. Site Plan.
- d. Limits. ADUs are subject to the following restrictions:
1. No more than one ADU per lot.
 2. No more than one bedroom per ADU.
 3. For a detached ADU, the building footprint and height shall not exceed the maximums set forth in Section 26-126, Detached Accessory Structures.
 4. Minimum size: 125 square feet.
 5. Maximum size: The floor area of an ADU shall not exceed 50% of the floor area of the principal dwelling (excluding the area of any attached garage), or 800 square feet, whichever is less. This maximum size also applies to ADUs within detached accessory structures.
- e. Location. ADUs are only allowed in the rear yard or within the existing building envelope of the principal dwelling. Minor additions to the

existing principal dwelling will be allowed to create a separate entry into an ADU.

f. Side and Rear Setback for detached accessory structures: 5 feet minimum.

g. Standards. The following standards apply:

1. A detached ADU regardless of size shall meet the design and material standards set forth in subsection 26-126 (13), including all subparagraphs.
2. An ADU is required to be constructed on a code-compliant foundation. No wheeled or transportable structures will be permitted.
3. Although utilities may be shared among the ADU and principal dwelling, an ADU must otherwise be a complete, separate dwelling unit from the principal dwelling. This includes walled separation for an ADU within the principal building envelope.
4. An ADU must contain its own kitchen and bathroom facilities.
5. A separate, secure entrance to an ADU is required, either from the exterior or from a shared foyer.
6. No exterior stairs leading to an upper story are allowed for access to an ADU located within the principal residence. Exterior stairs are allowed to access an ADU above a detached garage. Exterior stairs must have a protective finish. A secondary means of egress is not required for an ADU.
7. A paved path to the entryway of an ADU is required.
8. For an ADU within a detached accessory structure or upper story ADU in a principal dwelling, window type and coverage shall be similar to that of the principal dwelling.
9. For a basement ADU, a minimum of two windows meeting egress standards shall be required.

h. Exceptions. If there is intent to repurpose an existing detached accessory structure that does not conform to the setback or height standards of this section, an applicant may appeal to the Board of Adjustment for a special exception to modify the height or setback requirement.

i. Required Acknowledgement. Prior to approval of the site plan for the ADU, the owner shall submit a signed acknowledgement that the proposed ADU is considered an accessory use and as such does not establish any rights to use or sell the property as a duplex. All limits, encumbrances, and obligations in relation to the ADU will apply to future owners.

ORDINANCE NO. _____

AN ORDINANCE AMENDING AND ADDING CERTAIN DEFINITIONS RELATED TO ACCESSORY DWELLING UNITS AND ACCESSORY USES WITHIN SECTION 26-2, DEFINITIONS, OF ARTICLE I, IN GENERAL, OF CHAPTER 26, ZONING; AND AMENDING SECTION 26-139, PROHIBITION ON CONVERSION OF SINGLE-UNIT RESIDENCES LOCATED IN R-1 AND R-2 RESIDENCE DISTRICTS TO TWO-UNIT DWELLING UNITS; AND ADDING A NEW SECTION 26-142, ACCESSORY USES, INCLUDING STANDARDS RELATED TO ACCESSORY DWELLING UNITS WITHIN DIVISION 1, GENERALLY, OF ARTICLE III, DISTRICTS AND DISTRICT REGULATIONS, OF CHAPTER 26, ZONING, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA

WHEREAS, currently Accessory Dwelling Units (ADUs) are only allowed within the Downtown Character District (CD-DT) in the City of Cedar Falls, Iowa, and

WHEREAS, one of the recommendations of the Cedar Falls *Housing Needs Assessment* adopted May 15, 2023 is to allow ADUs more broadly across the city, and

WHEREAS, in a Cedar Falls City Council Committee of the Whole meeting on March 18, 2024, Council made a referral directing staff to prepare an ordinance to allow ADUs citywide, and

WHEREAS, the proposed amendment provides standards by which ADUs may be allowed in all zoning districts that allow single-unit detached dwellings, and

WHEREAS, the Cedar Falls Planning and Zoning Commission has reviewed the proposed amendment under Case # TA24-003 and recommends approval;

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

Section 1. In paragraph (1), General zoning definitions, of Section 26-2, Definitions, of Article I, In General, of Chapter 26, Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, the definition of "Accessory use or structure" is hereby deleted and the following definition is enacted in lieu thereof:

Accessory use or structure means a use or structure on the same lot with and of a nature customarily incidental and subordinate to the principal use or structure, and as further described in Section 26-142 Accessory Uses.

Section 2. Paragraph (1), General zoning definitions, of Section 26-2, Definitions, of Article I, In General, of Chapter 26, Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby amended to add a definition of "Accessory Dwelling Unit" as follows:

Accessory dwelling unit is a small secondary dwelling unit that is accessory to a detached single-unit dwelling either created within the existing building envelope of the principal dwelling, or within a detached accessory building, that meets the standards set forth in this chapter. Properties with ADUs shall not be considered duplexes.

Section 3. Section 26-139, Prohibition on conversion of single-unit residences located in R-1 and R-2 Residence Districts to two-unit dwelling units, of Division 1, Generally, of Article III, Districts and District Regulations, of Chapter 26, Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and the following Section 26-139 is enacted in lieu thereof:

Sec. 26-139 – Prohibition on conversion of single-unit residences located in R-1 and R-2 Residence District to two-unit dwelling units.

Notwithstanding the provisions of any other section of this article, no existing single-unit residential structure located in an R-1 residence zoning district or in an R-2 residence zoning district of the city shall be converted or otherwise structurally altered or expanded for the purpose of accommodating the creation or establishment of a second separate dwelling unit except for an Accessory Dwelling Unit as provided for in this chapter.

Section 4. Division 1, Generally, of Article III, Districts and District Regulations, of Chapter 26, Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby amended to add a new Section 26-142 (previously reserved), titled Accessory Uses, as follows:

Sec. 26-142 – Accessory Uses

- (a) *Generally.* Accessory uses, buildings or other structures customarily incidental to and commonly associated with a permitted principal use or conditional use are permitted, provided they are operated and maintained according to the following standards:
- (1) The accessory use is subordinate to the principal use of the property and contributes to the comfort, well-being, convenience, or necessity of occupants, customers, or employees of the principal use;
 - (2) The accessory use, building or structure is under the same ownership as the principal use or uses on the property;
 - (3) The accessory use, building or structure does not include a structure, structural feature, or activity inconsistent with the principal use or uses to which it is accessory;
 - (4) Except for off-street parking located on a separate lot as specifically allowed in the subject zoning district, the accessory use, building, or structure is located on the same lot as the principal use or uses to which it is accessory; and
 - (5) The accessory use, building or structure conforms to the applicable zoning district regulations and to the specific approval criteria and development standards contained in this chapter.
- (b) *Specific accessory uses and standards enumerated.* The following accessory uses may be established in accordance with the specific standards set forth herein:
- (1) Accessory Dwelling Units (ADUs)
 - a. *Applicability.* An ADU is permitted in an owner-occupied detached single-unit dwelling or in a building that is accessory to an owner-occupied detached

single-unit dwelling, not including cottages within a cottage court, according to the regulations set forth in this section.

- b. *Rental License and Occupancy.* Only one dwelling unit on a lot will be allowed a rental license (either the ADU or the principal dwelling, but not both). The owner of the property must occupy at least one of the dwelling units on the property, as their principal residence. The ADU and the principal dwelling must be under the same ownership. The maximum rental occupancy of the ADU is two adults (children are not precluded).
- c. *Site Plan Review Required.* A site plan is required for an ADU. An application for site plan review shall be submitted to the City for administrative review and approval according to the process set forth in Sec. 26-37. Site Plan.
- d. *Limits.* ADUs are subject to the following restrictions:
 1. No more than one ADU per lot.
 2. No more than one bedroom per ADU.
 3. For a detached ADU, the building footprint and height shall not exceed the maximums set forth in Section 26-126, Detached Accessory Structures.
 4. Minimum size: 125 square feet.
 5. Maximum size: The floor area of an ADU shall not exceed 50% of the floor area of the principal dwelling (excluding the area of any attached garage), or 800 square feet, whichever is less. This maximum size also applies to ADUs within detached accessory structures.
- e. *Location.* ADUs are only allowed in the rear yard or within the existing building envelope of the principal dwelling. Minor additions to the existing principal dwelling will be allowed to create a separate entry into an ADU.
- f. *Side and Rear Setback for detached accessory structures:* 5 feet minimum.
- g. *Standards.* The following standards apply:
 1. A detached ADU regardless of size shall meet the design and material standards set forth in subsection 26-126 (13), including all subparagraphs.
 2. An ADU is required to be constructed on a code-compliant foundation. No wheeled or transportable structures will be permitted.
 3. Although utilities may be shared among the ADU and principal dwelling, an ADU must otherwise be a complete, separate dwelling unit from the principal dwelling. This includes walled separation for an ADU within the principal building envelope.
 4. An ADU must contain its own kitchen and bathroom facilities.
 5. A separate, secure entrance to an ADU is required, either from the exterior or from a shared foyer.
 6. No exterior stairs leading to an upper story are allowed for access to an ADU located within the principal residence. Exterior stairs are allowed to

access an ADU above a detached garage. Exterior stairs must have a protective finish. A secondary means of egress is not required for an ADU.

- 7. A paved path to the entryway of an ADU is required.
- 8. For an ADU within a detached accessory structure or upper story ADU in a principal dwelling, window type and coverage shall be similar to that of the principal dwelling.
- 9. For a basement ADU, a minimum of two windows meeting egress standards shall be required.
- h. *Exceptions.* If there is intent to repurpose an existing detached accessory structure that does not conform to the setback or height standards of this section, an applicant may appeal to the Board of Adjustment for a special exception to modify the height or setback requirement.
- i. *Required Acknowledgement.* Prior to approval of the site plan for the ADU, the owner shall submit a signed acknowledgement that the proposed ADU is considered an accessory use and as such does not establish any rights to use or sell the property as a duplex. All limits, encumbrances, and obligations in relation to the ADU will apply to future owners.

INTRODUCED: _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

Good evening, Commissioners and City Staff. My name is Gabe Groothuis, and I live on Homeway Drive here in Cedar Falls. I work for a small financial planning team here in the Cedar Valley, and I own one rental property in Cedar Falls.

Thank you for your service to the city, and thank you for moving this item forward to this public hearing. As I stated in the previous meeting, I am in favor of allowing ADU's. The main question I wanted to ask tonight is this: Why are we looking to move forward with ADU's? I believe the resounding answer from the housing needs assessment, city council, this body, and other interested parties is that there is a need for additional housing, specifically affordable housing here in Cedar Falls. If the goal is additional and affordable housing, then my ask is that the language of the code be written to encourage and allow additional affordable housing.

Staff mentioned they looked to other cities for guidance on this ordinance. In my due diligence, I was able to speak to several of the cities they noted. Cedar Rapids (home of 4 colleges) allows ADU's and does not require owner occupancy on one of the units. Iowa City was working last year to roll away that requirement, which would allow an additional 3,100 homes to be eligible for an ADU. Many members of their PnZ/city staff/public cited that the restrictions were too limiting. If the goal is additional housing, we have to allow additional housing to be built and converted.

Another question I have for tonight is: who will be taking the risk to invest the time and capital to build and rent out ADU's? In the last 3 weeks, I have spoken with many folks in the community. Landlords, students, homeowners, etc. It is clear that small landlords will be the folks that will actually invest capital in an initiative like this. I know our city works with many large developers, and I am thankful for folks who want to develop in our community, but the folks I talked to and folks who are here tonight are small fish, everyday people who are willing to help bring affordable housing to Cedar Falls.

The proposed ADU standards state:

1. Allowed only on owner-occupied properties.
2. No more than one ADU per lot
3. Limited to one bedroom.
4. Size limited to 50% of the floor area of the principal dwelling or 800 square feet, whichever is less.
5. Allowed only in the rear yard (as an accessory structure) or within the existing principal dwelling.
6. Certain design standards apply, similar to standards currently in the code for accessory structures.

This would prohibit my property for a few reasons: It is not owner-occupied; the SQ ft of the primary unit is 618, so I couldn't turn a 480 sq ft garage into an ADU. Even though there is a large lot measuring 54 x 200, or 10,454 sq ft, I would be unable to do an ADU because the primary dwelling is a small 2 bed, 1 bath. Additionally, I believe the 1-bedroom limitation would limit the profitability and practicality of these units.

My dad always told me when I have an ask to state clearly what I am asking for:

Amendments I would request a member of this board make:

1. Limited to one- or two-bedroom units.
2. Size can be 50% of the area of 1,000 square feet, no condition to which is less.
3. Allowed as an interior/exterior or detached unit.
4. No requirement of owner occupancy in one of the units.

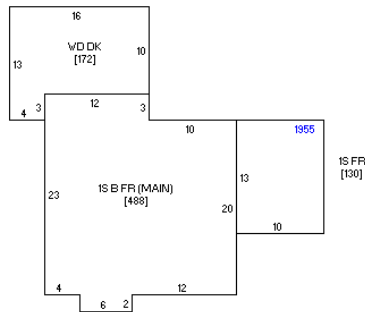
To recap my two questions: What is the goal? If it is more affordable housing, let the language promote and not prohibit that goal. Who is going to be taking the risk to do that? Small time Land Lords, let's remove the owner-occupied clause and allow them to invest in quality housing on the lots they already have.

I have printed off a page that shows the dimensions and numbers I cited with my own rental. Feel free to reference as a case study.

Once again, thank you for your service and thank you for your consideration. I would be happy to stay after to discuss with any of the members of this commission or city staff who have questions. I hope to be part of the solution as we move forward with ideas like this that will help expand housing in Cedar Falls.

Measurements taken from beacon
For unit 3215 Garden Ave Cedar Falls

Map



Sketch by www.camavision.com



A 480 Sq ft garage is already there.

Home is 618 of finished SQ ft.

Lot is 54 x 200 or 10,454 sq ft.

Based on the proposal this property would not qualify to turn the garage into an ADU:

1. It is not an owner-occupied unit.
2. The garage size is 480 sq ft which is not less than 50% of the main dwelling unit.
3. The size of the garage would be able to easily accommodate a 2-bedroom 1 bath ADU this would be prohibited under the current guidelines.

Pro's to allowing this property to convert the garage to an ADU.

1. More tax revenue to the city.
2. Adequate parking in the driveway and on the street.
3. Lower cost of construction (no need to purchase new lot).
4. Area is already zoned for residential use.

Iowa city is struggling with this same issue right now and there has been a lot of back and forth. It appears nearly 3,100 more units would be available in Iowa City to add ADU's if they removed the owner occupied clause. The P and Z in IA city was split 4-3 on this issue as of last year. <https://www.press-citizen.com/story/news/local/2023/11/07/iowa-city-council-approves-adu-changes-building-on-affordable-housing-efforts-zoning-codes/71485288007/>

The city of Cedar Rapids (home to 4 colleges) does waive the owner-occupied requirement per city code

Page 102 32.03-3

Page 103 32.03.04c

I spoke with folks at both zoning and enforcement at the city of CR to confirm.



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

MEMORANDUM
Legal Services Division

TO: Mayor Laudick, City Council
FROM: Kevin Rogers, City Attorney
DATE: August 29, 2024
SUBJECT: Latest group of Ordinance Amendments

Please find attached the latest group of proposed changes to the Code of Ordinances. These are the result of an extensive study of the City’s insurance and bonding requirements found in the Code of Ordinances. Much of it is updating the requirements, simplifying them, and in some cases eliminating them. There are four separate ordinances proposed in this group. An explanation for each ordinance follows:

First ordinance: Sec. 19-14. This is a new section. The purpose of the ordinance is to establish a standard and other requirements for work performed in City right-of-way or on City property, and to make bond requirements simpler for those performing such work. Note that this is to be distinguished from City contracted work, which has separate insurance and bond requirements. This is aimed at those who are licensed to perform work in City rights-of-way or who have a permit to do so. For example, those who perform sidewalk repairs or construct driveway approaches would be subject to this new ordinance.

In upcoming ordinance changes you will see references to new Section 19-14.

Second ordinance: This ordinance is proposed to repeal Section 3-46 and Section 7-93. Section 3-46 relating to a painter’s or erector’s license is unnecessary because the City has not required such a license for many years. It is believed that general contractors generally perform such work, and such general contractors are already licensed by the State of Iowa.

The repeal of Section 7-93 is necessary because the State of Iowa has different bonding requirements for those who perform work with natural gas and this ordinance is in conflict with those State requirements.

Third ordinance: Section 7-275 and Section 25-29 are proposed to be amended in this ordinance. Section 7-275 is proposed to be amended to clarify and update insurance requirements for licensed building movers in the City. The change to Section 25-29 accomplishes the same thing regarding taxicabs and limousine services.

Fourth ordinance: This proposed ordinance amends Section 7-276, Section 7-311, Section 10-73, and Section 13-103.

Section 7-276 simplifies the bond requirement for licensed building movers.

Section 7-311 eliminates the bond requirement for a building moving permit because only licensed building movers may take out a permit for this work and they are already required to carry a bond as a

condition of licensure (see Section 7-276 above).

Section 10-73 eliminates the bond requirement for filling on private property. This bond requirement in the amount of \$200 has not been enforced for many years.

Section 13-103 adds another condition to the bond requirement for those having a retail distress sale to pay all sums due to the City. This is a typical bond requirement.

There will be more insurance and bond ordinance changes to come in the future but those will accompany substantive changes to the same ordinances or those within the same Division to ensure continuity.

I recommend approval of these ordinance changes.

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

Thank you.

ORDINANCE NO. 3081

AN ORDINANCE AMENDING ARTICLE I, IN GENERAL, OF CHAPTER 19, STREETS AND SIDEWALKS, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, BY ADDING A NEW SECTION 19-14, WORK PERFORMED WITHIN CITY RIGHT-OF-WAY OR PROPERTY, TO ESTABLISH STANDARDS FOR SUCH WORK.

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

Article I, In General, of Chapter 19, Streets and Sidewalks, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby amended by enacting a new Section 19-14, Work Performed Within City Right-of-Way or Property, as follows:

Sec. 19-14. Work performed within city right-of-way or property.

All work performed within city right-of-way or in or on other city property shall be done in accordance with all applicable city ordinances, standards, and regulations, and be done in a good and workmanlike manner, and all material included in such work shall be free from defect. Further, all sums that may become due to the city on account of such work shall be paid by the person performing the work or on whose behalf the work is being performed. Any damage to city right-of-way or other city property caused by or arising out of such work shall be repaired by such person. A surety bond may be required to ensure compliance with this section.

INTRODUCED: _____ September 16, 2024

PASSED 1ST CONSIDERATION: _____ September 16, 2024

PASSED 2ND CONSIDERATION: _____ October 7, 2024

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

ORDINANCE NO. _____

AN ORDINANCE 1) AMENDING ARTICLE II, SIGNS, OF CHAPTER 3, ADVERTISING, BY REPEALING SECTION 3-46, PAINTER'S OR ERECTOR'S LICENSE, TO CONFORM THE CODE OF ORDINANCES TO CITY PRACTICE OF NOT REQUIRING SUCH A LICENSE; AND 2) AMENDING DIVISION 1, GENERALLY, OF ARTICLE IV, GAS REGULATIONS, OF CHAPTER 7, BUILDINGS AND BUILDING REGULATIONS, BY REPEALING SECTION 7-93, BOND; GUARANTEE OF SERVICE, TO CONFORM THE CODE OF ORDINANCES TO CITY PRACTICE AND STATE LAW, ALL OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA.

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

Section 1. Section 3-46, Painter's or Erector's License, of Article II, Signs, of Chapter 3, Advertising, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety, as follows:

Sec. 3-46. Painter's or erector's license.

~~(a) Required; fee; renewal.~~

~~(1) Painter's license. Any person desiring to engage in the act of drawing, painting or posting a sign on any existing building or billboard or signboard surface subject to the provisions of this article must first obtain a painter's license from the city clerk. Such license shall be limited to the drawing, painting or posting of signs only. The license fee shall be in the amount established annually by resolution by the city council, subject of the exceptions as contained in subsection (a)(2) of this section and said license fee shall be payable annually on January 1 of each year.~~

~~(2) Erector's license. Any person engaging in the act of painting, erecting, maintaining, repairing, servicing, installing or removing signs, billboards or signboards, regardless of size or weight, must first apply to the city for an erector's license. The erector's license provided for in this subsection shall be in lieu of the painter's license contained in subsection (a)(1) of this section. The license fee for the first year shall be in the amount established annually by resolution by the city council. Renewals shall be made on or before January 1 of each year, and the cost of such renewal, shall be in the amount established annually by resolution by the city council.~~

~~(b) Exemptions. No license required in subsection (a) of this section shall be required for the following:~~

~~(1) A sign erected by an owner on his property which is exempt from a certificate of liability.~~

~~(2) Signs advertising the sale, rental or lease of the premises or part of the premises on which the sign is displayed. One such nonilluminated sign, not to exceed six square feet in size, shall be permitted on each premises.~~

~~(3) Address signs posted in conjunction with doorbells or mailboxes showing only the numerical address and occupants of the premises upon which the sign is situated. One such nonilluminated sign shall be permitted per address.~~

~~(4) Home occupation signs.~~

~~(5) Traffic, regulatory and other municipal signs erected upon direction of the city council.~~

~~(c) Bond. An applicant for an erector's license, at the time of applying for such license, shall execute and file with his application a surety and performance bond, signed by sureties to be approved by the city council and in the amount established annually by resolution by the city council. The terms of such bond shall guarantee full compliance by the principal with all ordinances of this city regulating and licensing such operation and shall guarantee the payment of any fines or penalties which may be assessed to the extent of the face amount of the bond.~~

~~(Code 2017, § 3-46; Ord. No. 2067, § 2, 10-10-1994)~~

Section 2. Section 7-93, Bond; Guarantee of Service, of Division 1, Generally, of Article IV, Gas Regulations, of Chapter 7, Buildings and Building Regulations, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety, as follows:

~~Sec. 7-93. Bond; guarantee of service.~~

~~(a) It shall be unlawful for any person, except as otherwise provided in this article, to install, alter or repair any gas piping, gas vent, or gas burning appliances until the person has first obtained a surety bond in the amount of \$1,000.00, which must be approved by the inspector and held on file in the gas operations department at the Cedar Falls Utilities.~~

~~(b) The bond shall be accompanied by a guarantee of future 24-hour on call service on all equipment to be installed. This guarantee shall be limited to a period of two years from the date of installation of such equipment.~~

~~(c) It shall be the responsibility of the person to keep a current bond on file in the gas operations department at the Cedar Falls Utilities. If the bond expires, no further installation permits shall be issued to the individual or company until a valid bond is issued and filed as provided herein.~~

~~(Code 2017, § 7-196; Ord. No. 2321, § 2, 1-8-2001)~~

INTRODUCED: _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

Attest: _____

Kim Kerr, CMC, City Clerk

ORDINANCE NO. 3082

AN ORDINANCE 1) AMENDING ARTICLE II, SIGNS, OF CHAPTER 3, ADVERTISING, BY REPEALING SECTION 3-46, PAINTER'S OR ERECTOR'S LICENSE, TO CONFORM THE CODE OF ORDINANCES TO CITY PRACTICE OF NOT REQUIRING SUCH A LICENSE; AND 2) AMENDING DIVISION 1, GENERALLY, OF ARTICLE IV, GAS REGULATIONS, OF CHAPTER 7, BUILDINGS AND BUILDING REGULATIONS, BY REPEALING SECTION 7-93, BOND; GUARANTEE OF SERVICE, TO CONFORM THE CODE OF ORDINANCES TO CITY PRACTICE AND STATE LAW, ALL OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA.

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

Section 1. Section 3-46, Painter's or Erector's License, of Article II, Signs, of Chapter 3, Advertising, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety, as follows:

Section 2. Section 7-93, Bond; Guarantee of Service, of Division 1, Generally, of Article IV, Gas Regulations, of Chapter 7, Buildings and Building Regulations, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety, as follows:

INTRODUCED: _____ September 16, 2024 _____

PASSED 1ST CONSIDERATION: _____ September 16, 2024 _____

PASSED 2ND CONSIDERATION: _____ October 7, 2024 _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

Attest:

Kim Kerr, CMC, City Clerk

ORDINANCE NO. _____

AN ORDINANCE 1) AMENDING SECTION 7-275, INSURANCE, OF DIVISION 2, LICENSE, OF ARTICLE VI, MOVING OF BUILDINGS, OF CHAPTER 7, BUILDINGS AND BUILDING REGULATIONS; AND 2) AMENDING SECTION 25-29, LIABILITY INSURANCE REQUIRED, OF ARTICLE II, TAXICABS AND LIMOUSINES, OF CHAPTER 25, VEHICLES FOR HIRE, ALL OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, TO UPDATE INSURANCE REQUIREMENTS.

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

Section 1. Section 7-275, Insurance, of Division 2, License, of Article VI, Moving of Buildings, of Chapter 7, Buildings and Building Regulations, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety, and a new Section 7-275, Insurance, is enacted in lieu thereof, as follows:

Sec. 7-275. Insurance.

Before any license required by this division shall be issued, the applicant ~~therefor~~ shall first obtain and furnish to the city clerk satisfactory proof of an commercial general liability insurance with limits of at least \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, and such insurance shall be maintained during the period of the license ~~policy for public liability and property damage in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, and such insurance shall be maintained during the period of the license~~ person injured, \$300,000.00 for each accident, and \$50,000.00 property damage. The insurance policy shall ~~name the city and the applicant as named insured, and shall~~ provide that the policy cannot be revoked, cancelled or modified in any material way until the city has been notified in writing by certified mail ~~in writing by certified mail~~ at least ten days prior to the proposed action.

(Code 2017, § 7-448)

Section 2. Section 25-29, Liability Insurance Required, of Article II, Taxicabs and Limousines, of Chapter 25, Vehicles for Hire, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety, and a new Section 25-29, Liability Insurance Required, is enacted in lieu thereof, as follows:

Sec. 25-29. Liability insurance required.

- (a) No permit shall be issued or continued in operation unless and until the owner of the vehicle for hire shall have furnished to the city clerk satisfactory proof of an insurance policy or certificate of commercial automobile insurance ~~satisfactory proof of an insurance policy or certificate of commercial automobile insurance issued by an insurance company licensed to do business in the state,~~ providing insurance coverage as follows:
 - (1) For taxicabs, commercial primary automobile insurance with combined single limit in the amount of at least \$24,000,000.00 because of bodily injury to or death of one or more persons and injury to or destruction of property of others in any one accident. ~~with combined single limit in the amount of at least \$24,000,000.00 because of bodily injury to or death of one or more persons and injury to or destruction of property of others in any one accident.~~
 - (2) For limousines, commercial primary automobile insurance with combined single limit in the amount of at least \$24,050,000.00 because of bodily injury to or death of one or more persons and injury to or destruction of property of others in any one accident. ~~with combined single limit in the amount of at least \$24,050,000.00 because of bodily injury to or death of one or more persons and injury to or destruction of property of others in any one accident.~~

- (b) The insurance policy ~~or certificate of insurance~~ referred to in this section shall not be revoked, cancelled or modified in any material way until the city has been notified in writing at least ten days prior to the intended action~~provide that it cannot be canceled or terminated until ten days' notice of such cancellation or termination shall have been given by registered or certified mail to the city clerk. Satisfactory proof~~The certificate of insurance must accompany the application required in section 25-25.
- (c) The cancellation or other termination of any insurance policy issued in compliance with this section shall automatically revoke and terminate the permit and all licenses issued for the vehicle for hire business and the vehicles covered by the insurance policy, unless another policy, complying with this section, shall be provided and in effect at the time of the cancellation or termination. The city clerk shall immediately issue written notification of the revocation of the permit and all licenses for the vehicle for hire business and the vehicles covered by insurance which is canceled or terminated.
- (d) By applying for and accepting a permit from the city for the purposes contained in this article, the holder of a permit shall hold the city harmless from any liability resulting from the operation of the holder's vehicle for hire business.

(Code 2017, § 28-33; Ord. No. 2182, § 1, 2-14-1997; Ord. No. 2347, § 1, 9-24-2001; Ord. No. 2891, § 1(28-33), 12-19-2016)

INTRODUCED: _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

Attest: _____

Kim Kerr, CMC, City Clerk

ORDINANCE NO. 3083

AN ORDINANCE **1)** AMENDING SECTION 7-275, INSURANCE, OF DIVISION 2, LICENSE, OF ARTICLE VI, MOVING OF BUILDINGS, OF CHAPTER 7, BUILDINGS AND BUILDING REGULATIONS; AND **2)** AMENDING SECTION 25-29, LIABILITY INSURANCE REQUIRED, OF ARTICLE II, TAXICABS AND LIMOUSINES, OF CHAPTER 25, VEHICLES FOR HIRE, ALL OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, TO UPDATE INSURANCE REQUIREMENTS.

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

Section 1. Section 7-275, Insurance, of Division 2, License, of Article VI, Moving of Buildings, of Chapter 7, Buildings and Building Regulations, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety, and a new Section 7-275, Insurance, is enacted in lieu thereof, as follows:

Sec. 7-275. Insurance.

Before any license required by this division shall be issued, the applicant shall first obtain and furnish to the city clerk satisfactory proof of commercial general liability insurance with limits of at least \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, and such insurance shall be maintained during the period of the license. The insurance policy shall provide that the policy cannot be revoked, cancelled or modified in any material way until the city has been notified in writing at least ten days prior to the proposed action.

(Code 2017, § 7-448)

Section 2. Section 25-29, Liability Insurance Required, of Article II, Taxicabs and Limousines, of Chapter 25, Vehicles for Hire, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety, and a new Section 25-29, Liability Insurance Required, is enacted in lieu thereof, as follows:

Sec. 25-29. Liability insurance required.

- (a) No permit shall be issued or continued in operation unless and until the owner of the vehicle for hire shall have furnished to the city clerk satisfactory proof of commercial automobile insurance providing insurance coverage as follows:
 - (1) For taxicabs, commercial automobile insurance with combined single limit of at least \$2,000,000.00.
 - (2) For limousines, commercial automobile insurance with combined single limit of at least \$2,000,000.00.
- (b) The insurance policy referred to in this section shall not be revoked, cancelled or modified in any material way until the city has been notified in writing at least ten days prior to the intended action. Satisfactory proof of insurance must accompany the application required in section 25-25.

- (c) The cancellation or other termination of any insurance policy issued in compliance with this section shall automatically revoke and terminate the permit and all licenses issued for the vehicle for hire business and the vehicles covered by the insurance policy, unless another policy, complying with this section, shall be provided and in effect at the time of the cancellation or termination. The city clerk shall immediately issue written notification of the revocation of the permit and all licenses for the vehicle for hire business and the vehicles covered by insurance which is canceled or terminated.
- (d) By applying for and accepting a permit from the city for the purposes contained in this article, the holder of a permit shall hold the city harmless from any liability resulting from the operation of the holder's vehicle for hire business.

(Code 2017, § 28-33; Ord. No. 2182, § 1, 2-14-1997; Ord. No. 2347, § 1, 9-24-2001; Ord. No. 2891, § 1(28-33), 12-19-2016)

INTRODUCED: _____ September 16, 2024 _____

PASSED 1ST CONSIDERATION: _____ September 16, 2024 _____

PASSED 2ND CONSIDERATION: _____ October 7, 2024 _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

Attest:

Kim Kerr, CMC, City Clerk

ORDINANCE NO. _____

AN ORDINANCE **1)** AMENDING SECTION 7-276, BOND, OF DIVISION 2, LICENSE, OF ARTICLE VI, MOVING OF BUILDINGS, OF CHAPTER 7, BUILDINGS AND BUILDING REGULATIONS; AND **2)** AMENDING SECTION 7-311, ISSUANCE, OF DIVISION 3, PERMIT, OF ARTICLE VI, MOVING OF BUILDINGS, OF CHAPTER 7, BUILDINGS AND BUILDING REGULATIONS; AND **3)** AMENDING SECTION 10-73, UNLAWFUL DUMPING; FILLING ON PRIVATE LAND, OF ARTICLE III, CITY DUMPING GROUNDS, OF CHAPTER 10, GARBAGE AND REFUSE; AND **4)** AMENDING SECTION 13-103, BOND, OF DIVISION 3, DISTRESS SALES, OF ARTICLE II, SPECIFIC BUSINESSES AND OCCUPATIONS, OF CHAPTER 13, LICENSES AND BUSINESS REGULATIONS, ALL OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, TO UPDATE AND SIMPLIFY BOND REQUIREMENTS.

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

Section 1. Section 7-276, Bond, of Division 2, License, of Article VI, Moving of Buildings, of Chapter 7, Buildings and Building Regulations, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 7-276, Bond, is enacted in lieu thereof, as follows:

Sec. 7-276. Bond.

The applicant for a license required by this division shall file with ~~the~~his application a bond with an approved corporate surety in the penal sum of \$10,000.00, conditioned in accordance with the requirements of section 19-14~~that all work done under the license shall be done in a good and workmanlike manner, in accordance with all provisions of this Code and all other ordinances of the city relating to house moving, and that the applicant will pay to the city, to the city utilities or to any person all costs incurred or all damages for injuries to person or property, including, but not limited to, damages to any street, curb or sidewalk or to any other public property caused by negligence, fault or mismanagement of the applicant or person in his employ, or due to any other cause, in doing any work under the license or a permit for such work.~~

(Code 2017, § 7-449)

Section 2. Section 7-311, Issuance, of Division 3, Permit, of Article VI, Moving of Buildings, of Chapter 7, Buildings and Building Regulations, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 7-311, Issuance, is enacted in lieu thereof, as follows:

Sec. 7-311. Issuance.

Upon the filing of the application for a permit to move a building, payment of the fee therefor ~~and filing of bond,~~ and upon approval of the proposed move by the city arborist, chief of police and the director of public works, the permit sought shall be issued by the building official.

(Code 2017, § 7-477; Ord. No. 2941, § 2, 6-3-2019)

Section 3. Section 10-73, Unlawful Dumping; Filling on Private Land, of Article III, City Dumping Grounds, of Chapter 10, Garbage and Refuse, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 10-73, Unlawful Dumping; Filling on Private Land, is enacted in lieu thereof, as follows:

Sec. 10-73. Unlawful dumping; filling on private land.

Any person who shall use any lot, open space, street or roadway in the city, instead of the burying, dumping and burning ground provided for and established by the council, for the dumping or depositing of dead animal matter, garbage matter, offensive materials and substances and other refuse or rubbish shall be guilty of a misdemeanor, and upon conviction thereof shall be punished in accordance with section 1-8; provided, however, that any person owning a lot or tract of ground which is low and in need of being filled may ~~file with the city clerk a bond in the amount of \$200.00 guaranteeing that such person will keep the lot or tract of ground in a sanitary and sightly condition, and may then~~ have such lot or tract of ground filled by dumping rubbish such as ashes, earth and stones thereon on the approval of the director of public works~~bond by the council.~~

(Code 2017, § 12-64)

Section 4. Section 13-103, Bond, of Division 3, Distress Sales, of Article II, Specific Businesses and Occupations, of Chapter 13, Licenses and Business Regulations, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 13-103, Bond, is enacted in lieu thereof, as follows:

Sec. 13-103. Bond.

Before a license shall be issued by the council, the applicant for the license shall execute and deliver to the city a bond in the penal sum of \$1,000.00 signed by the applicant, and also signed by a surety company duly authorized to transact business in the state, which bond shall be conditioned upon the faithful observance of the provisions of this division, payment of all sums that may become due to the city, and also conditioned to reimburse and indemnify any purchaser at the closing-out sale held by the applicant for any loss incurred or damage sustained by the purchaser by reason of misrepresentation or fraud in the sale of any such goods, wares or merchandise.

(Code 2017, § 16-187)

INTRODUCED: _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

Attest: _____

Kim Kerr, CMC, City Clerk

ORDINANCE NO. 3084

AN ORDINANCE **1)** AMENDING SECTION 7-276, BOND, OF DIVISION 2, LICENSE, OF ARTICLE VI, MOVING OF BUILDINGS, OF CHAPTER 7, BUILDINGS AND BUILDING REGULATIONS; AND **2)** AMENDING SECTION 7-311, ISSUANCE, OF DIVISION 3, PERMIT, OF ARTICLE VI, MOVING OF BUILDINGS, OF CHAPTER 7, BUILDINGS AND BUILDING REGULATIONS; AND **3)** AMENDING SECTION 10-73, UNLAWFUL DUMPING; FILLING ON PRIVATE LAND, OF ARTICLE III, CITY DUMPING GROUNDS, OF CHAPTER 10, GARBAGE AND REFUSE; AND **4)** AMENDING SECTION 13-103, BOND, OF DIVISION 3, DISTRESS SALES, OF ARTICLE II, SPECIFIC BUSINESSES AND OCCUPATIONS, OF CHAPTER 13, LICENSES AND BUSINESS REGULATIONS, ALL OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, TO UPDATE AND SIMPLIFY BOND REQUIREMENTS.

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

Section 1. Section 7-276, Bond, of Division 2, License, of Article VI, Moving of Buildings, of Chapter 7, Buildings and Building Regulations, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 7-276, Bond, is enacted in lieu thereof, as follows:

Sec. 7-276. Bond.

The applicant for a license required by this division shall file with the application a bond with an approved corporate surety in the penal sum of \$10,000.00, conditioned in accordance with the requirements of section 19-14.

(Code 2017, § 7-449)

Section 2. Section 7-311, Issuance, of Division 3, Permit, of Article VI, Moving of Buildings, of Chapter 7, Buildings and Building Regulations, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 7-311, Issuance, is enacted in lieu thereof, as follows:

Sec. 7-311. Issuance.

Upon the filing of the application for a permit to move a building, payment of the fee therefor, and upon approval of the proposed move by the city arborist, chief of police and the director of public works, the permit sought shall be issued by the building official.

(Code 2017, § 7-477; Ord. No. 2941, § 2, 6-3-2019)

Section 3. Section 10-73, Unlawful Dumping; Filling on Private Land, of Article III, City Dumping Grounds, of Chapter 10, Garbage and Refuse, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 10-73, Unlawful Dumping; Filling on Private Land, is enacted in lieu thereof, as follows:

Sec. 10-73. Unlawful dumping; filling on private land.

Any person who shall use any lot, open space, street or roadway in the city, instead of the burying, dumping and burning ground provided for and established by the council, for the dumping or depositing of dead animal matter, garbage matter, offensive materials and substances and other refuse or rubbish shall be guilty of a misdemeanor, and upon conviction thereof shall be punished in accordance with section 1-8; provided, however, that any person owning a lot or tract of ground which is low and in need of being filled may have such lot or tract of ground filled by dumping rubbish such as ashes, earth and stones thereon on the approval of the director of public works.

(Code 2017, § 12-64)

Section 4. Section 13-103, Bond, of Division 3, Distress Sales, of Article II, Specific Businesses and Occupations, of Chapter 13, Licenses and Business Regulations, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 13-103, Bond, is enacted in lieu thereof, as follows:

Sec. 13-103. Bond.

Before a license shall be issued by the council, the applicant for the license shall execute and deliver to the city a bond in the penal sum of \$1,000.00 signed by the applicant, and also signed by a surety company duly authorized to transact business in the state, which bond shall be conditioned upon the faithful observance of the provisions of this division, payment of all sums that may become due to the city, and also conditioned to reimburse and indemnify any purchaser at the closing-out sale held by the applicant for any loss incurred or damage sustained by the purchaser by reason of misrepresentation or fraud in the sale of any such goods, wares or merchandise.

(Code 2017, § 16-187)

INTRODUCED: _____ September 16, 2024

PASSED 1ST CONSIDERATION: _____ September 16, 2024

PASSED 2ND CONSIDERATION: _____ October 7, 2024

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

Attest:

Kim Kerr, CMC, City Clerk

MEETING OF THE COMMITTEE OF THE WHOLE

City Hall, 220 Clay Street

October 7, 2024

The meeting of the Committee of the Whole met at City Hall at 5:50 p.m. on October 7, 2024, with the following Committee persons in attendance: Mayor Daniel Laudick, Councilmembers Chris Latta, Daryl Kruse, Dustin Ganfield, Hannah Crisman, Kelly Dunn, and Gil Schultz; Absent: Councilmember Hawbaker. Staff members from various City Departments and members of the community attended in person.

Committee of the Whole:

Mayor Laudick called the meeting to order and introduced the first item on the Committee of the Whole Agenda, Animal Control Task Force Update and introduced Assistant Public Safety Director/Police Chief Mark Howard. Howard presented information on the history of Cedar Falls Animal Control services since January 2024, review of data at 6 months and creation of the Task Force, and the recommendation of the Task Force for Public Safety and Public Works to keep services in-house. Howard gave an overview of the proposal: to create 2 (two) new Part-Time Animal Control Officer positions and their duties and training expectations; purchase of a vehicle specific to Animal Control; equipment already purchased at the recommendation of Cedar Bend Humane Society Executive Director Kristy Gardner, and to be purchased; and the Animal Control Services budget and potential future PSS staffing changes. Howard requested Council make a referral to staff for the creation of 2 (two) Part-Time Animal Control Officer positions including training and a dedicated vehicle. Mayor Laudick briefly reviewed the Task Force's recommendation for Howard to present the proposal to Council for discussion and provide direction to staff. Councilmember Kruse moved to proceed with the proposal for creation of two new positions, training, and equipment including vehicle. Councilmember Ganfield seconded. Councilmembers, Mayor Laudick, and staff discussed: salary options for the proposed positions including benefits; purchase of a vehicle; expertise of Animal Control Officers; function of officers when not responding to calls including Code Enforcement and Inspection support; assistance to outside agencies; support from Cedar Bend Humane Society; time dedicated to animal bite calls; calls for domestic v. wild animals; options for dedicated officers to answer "after hours" calls and frequency of calls; Public Works response for dead animal pickup; and the timeline to approve these positions and staff them. Mayor Laudick opened for public comment; there being none, Mayor called for a voice vote on the motion. Aye: Schultz, Latta, Kruse, Ganfield, Crisman, Dunn. Nay: None. Motion carried unanimously.

Mayor Laudick introduced the second item on the Committee of the Whole Agenda, Big Woods Campground Expansion and introduced Operations and Maintenance Manager Brian Heath. Heath provided history of the campground and partnership, and campground details; an overview of the proposed expansion project, benefits, approach, and preliminary cost

estimates and funding sources; and the proposed timeline. Heath requested Council authorization to move forward with project development and to apply for additional funding. Councilmembers, Mayor Laudick, and staff discussed: ADA accessibility of sites and buildings; removal of trees and invasive vegetation in the proposed expansion site; average occupancy of current sites; and infrastructure for dumping. Mayor Laudick opened for public comment. David Heath, Ankeny, provided history of the Heath family in the area and pledged donation of \$50,000 from the family; Heath requested a memorial sign. Jim Newcomb, Cedar Falls, spoke in favor of the expansion and praised Big Woods. Mayor called for a voice vote on the motion. Aye: Schultz, Latta, Kruse, Ganfield, Crisman, Dunn. Nay: None. Motion carried unanimously.

Meeting adjourned at 6:38 p.m.

Minutes by Katie Terhune, Administrative Supervisor



MAYOR DANNY LAUDICK

CITY OF CEDAR FALLS, IOWA

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

Item 10.

FROM: Mayor Danny Laudick 

TO: City Council

DATE: October 21, 2024

SUBJECT: Re-Appointment of Member to Community Center and Senior Services Board

REF: (a) Code of Ordinances, City of Cedar Falls §17-331: Community Center and Senior Services Board Membership

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

- Tori Hale, term ends 6/30/2027

2. This member has been recommended for reappointment by staff, and has carried out their responsibilities as a board member successfully.

xc: City Administrator
Director, Finance and Business Operations
Library Director

###



MAYOR DANNY LAUDICK

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Item 10.

FROM: Mayor Danny Laudick 

TO: City Council

DATE: October 21, 2024

SUBJECT: Appointment of Member to Historic Preservation Commission

REF: (a) Code of Ordinances, City of Cedar Falls §2-343: Historic Preservation
Commission Membership

1. In accordance with the candidacy and qualification requirements of reference (a), I hereby nominate the following for appointment to the Historic Preservation Commission:

Timothy Kuhlmann - term ending March 31, 2026.

2. This nominee has been interviewed by the Selection Committee and has been determined to be the most qualified candidate for appointment; their General Application and Candidate Questionnaire is attached for your consideration.

xc: City Administrator
Director, Community Development

###

General Application for Appointment to City Boards & Commissions

This application is a public document and is available to be viewed, reproduced, or distributed to the public, other than information the City deems to be confidential.

First Name *	MI	Last Name *
Timothy	E	Kuhlmann

Home Address: *	Home Phone: *
	Format ###-###-####

Work Address:	Work Phone
retired	Format ###-###-####

E-mail *	Cell Phone
	Format ###-###-####

Employer	Position/Occupation
N/A	N/A

Length of Residency:	City Ward
If Cedar Falls resident	
12 years	5

Desired Nominations: *

Check or fill in boxes for all that apply. View detail description of process at <https://bit.ly/cf-boards>

- | | | |
|--|--|--|
| <input type="checkbox"/> Art and Culture Board | <input type="checkbox"/> Board of Rental Housing Appeals | <input type="checkbox"/> Human Rights Commission |
| <input type="checkbox"/> Bicycle & Pedestrian Commission | <input type="checkbox"/> Civil Service Commission | <input type="checkbox"/> Library Board of Trustees |
| <input type="checkbox"/> Board of Adjustment | <input type="checkbox"/> Community Center & Senior Services Board | <input type="checkbox"/> Parks & Recreation Commission |
| <input type="checkbox"/> Board of Appeals | <input type="checkbox"/> Health Trust Fund Board | <input type="checkbox"/> Planning & Zoning Commission |
| <input type="checkbox"/> Board of Electric Examiners & Appeals | <input checked="" type="checkbox"/> Historic Preservation Commission | <input type="checkbox"/> Utilities Board of Trustees |
| <input type="checkbox"/> Board of Mechanical Examiners & Appeals | <input type="checkbox"/> Housing Commission | <input type="checkbox"/> Visitors & Tourism Board |
| <input type="checkbox"/> Board of Plumbing Examiners & Appeals | | |

Community Involvement: *

Please describe past and present involvement in the community, including voluntary, social, city, religious, school, business and professional (include dates and offices held, if applicable).

I worked in the reference department at the Waterloo Library for about 20 years before retiring. I have been the vice president for the Cedar Valley Historical Society since 2015. I have been on the Friends of the Grout Museum Historic Houses board since 2020. I have also volunteered at the Grout Museum. I have been involved with UNI's Fortepan project (scanning and uploading vintage photographs) since 2023. I have been attending the Waterloo Historic Preservation Commission over the past year (I lived many years in Waterloo). I have been attending the Cedar Falls Historic Preservation Commission over the past year. I have been a member of the Hearst Center for the Arts Thursday Painters since 2022. For about a year, I have been a member of the Weavers and Spinners Guild in Waterloo.

Qualifications: *

Please list any special qualifications for board service, including skills, training and certifications.

As a Waterloo Library assistant who worked closely with the reference librarians (especially Sue Pearson and Teresa Dahlgren), I researched history for the library and the patrons. I've helped Habitat for Humanity with researching various properties and individuals. I have given presentations on various early Waterloo topics - doctors, churches, South Street, mayors, etc. - to various social groups in the Cedar Valley. I have done research for the Cedar Falls Historic Preservation Commission. I have participated in the Friends of the Grout Museum's Historic Homes tours.

Motivation: *

Why do you desire to serve on city boards and commissions, and what contributions do you believe you can make?

After attending several Cedar Falls Historic Preservation Commission meetings, I have been impressed with their desire to create historic walking tours and presentations on various neighborhoods. I think I would be a great asset to the group with my background in research and creating presentations.

Potential Conflicts of Interest: *

Please list organizations and relationships which could pose a potential conflict of interest during your service on a city board or commission. Civic leaders are expected to have many ties to community organizations and people; this listing does not preclude appointment but is intended to provide transparency and accountability for board service.

I don't know of any conflict of interest. I volunteer at various organizations, but, as you can see by the list I provided above, they would not interfere with anything the Cedar Falls Historic Preservation does. In fact, they might be beneficial with helping spread the word about future events the commission has.

**HISTORIC PRESERVATION COMMISSION CANDIDATE QUESTIONNAIRE**

Name: Timothy Kuhlmann

Date: June 19, 2024

Can you regularly attend board meetings on the 2nd Tuesday of the month at 5:30pm at City Hall? Yes No

1. Why are you interested in serving on the Historic Preservation Commission?

After working at the Waterloo Public Library with Sue Pearson and Teresa Dahlgren, I realized the importance of preserving the history of the Cedar Valley. I want to use what they taught me to help research the Cedar Falls history and seeing the information being used for future presentations and brochures. I am now retired, so I have time to devote to projects like this.

2. What is your background and experience in being a voice for historic preservation?

I worked in the reference department at the Waterloo Public Library for not quite 20 years, where I learned several techniques for researching all the local history questions that came through our desk. During the last 5 years or so, I researched and presented various topics at the library, including the Black's Dry Goods Company, Chamberlain Manufacturing, and Waterloo's theme parks developed by Mr. Katoski, and the 1918 Influenza Pandemic.

I have been vice president of the Cedar Valley Historical Society since 2014. For this group, I gave talks on various topics, such as early Waterloo churches, early Waterloo doctors, early Waterloo mayors, the prominent residents who used to live on South Street. For this group, I was on a committee to research, create a brochure, and provide a bus tour of downtown Waterloo.

I am on the Friends of the Grout Museum Historic Houses, where I researched the history of the houses and assisted with the tours.

I am one of the contacts for the Habitat for Humanity, receiving periodic requests for researching various properties they own.

I have been attending the Waterloo Historic Preservation Commission meetings, since I lived in Waterloo for many years before moving to Cedar Falls. I have done property searches for one of the members. I have also been asked to help with a bus tour for the Waterloo Youth City Council.

For the Cedar Falls Historic Preservation Commission, I have researched the Cottage Row neighborhood in North Cedar for their presentation which was held earlier this month.

I am very familiar with navigating microfilm and online websites provided by the Waterloo and Cedar Falls Libraries, and the old deed record books in the Black Hawk County Courthouse.

At the Waterloo Public Library, I assisted the City of Waterloo when they received a grant to research the "North Triangle." For this, the Waterloo Preservation Commission honored me, along with Sue Pearson (Waterloo reference librarian) and Orrin Miller (a local historian), for the work on this project.

I am working on a large historic photo preservation project with Bettina Fabos, a recently retired UNI instructor, on a project called Fortepan.us. I am scanning, researching, and uploading 100s of photos to the

Fortepan website for anyone to see and use freely.

3. What would you see as your role in this advisory board?

I want to use my expertise in research to flesh out interesting facts about the neighborhoods that the commission wants to promote with tours and brochures. I could also assist with doing the presentations and/or tours.

4. What unique perspective or insights could you bring to the Historic Preservation Commission?

One of the biggest would be that I am retired, so I would have more freedom to do research or make connections within the community. Because every person is unique, I like the idea of learning from others in the group and offering to help in any way which would benefit the group. I am very familiar with navigating through Black Hawk County records and I know who to ask for help. Also, I have close ties with the Waterloo and Cedar Falls Library staff to provide assistance or spread the word about new projects the commission is doing.

5. What changes would you like to see in how the City carries out historic preservation responsibilities?

At this time, I don't know of anything. I have only been attending the Commission for less than a year as a visitor, so I'm still trying to get used to everything they are doing. I am very pleased with what I have noticed so far; the members are very dedicated to educating the public on the various neighborhoods.

6. What historic preservation resources, tool and activities would you employ to be an informed and engaged member of the Historic Preservation Commission?

There are several resources I use:

Microfilm – found at the local libraries

NewspaperArchives.com – website found at the local libraries

Ancestry.com – website available at the local libraries; census reports, etc.

City directories – hardbound books available at the local libraries

Grout Museum's library – Catreva, the librarian, has been a tremendous help in the past

Cedar Falls Historical Society – Julie has been helpful with finding some information for me on North Cedar

UNI Rod Library – Tessa in collections

Waterloo Library – Sue Pearson and Teresa Dahlgren are reference librarians with a strong interest in history

Black Hawk County Courthouse – Coral and Dan in the auditor's office have been a huge help

Fortepan.us – for possible historic photos

As a member of the Cedar Valley Historical Society, I can possibly get some of the commission members (or even me) to do presentations on past tours and research

Please send this completed Candidate Questionnaire by the published deadline to:

City of Cedar Falls, Boards & Commissions, 220 Clay Street, Cedar Falls, IA 50613, fax to (319) 268-5126,

or e-mail to boards@cedarfalls.com. You will be notified shortly if selected as a Finalist for the appointment.

This application is a public document and is available to be viewed, reproduced, or distributed to the public, other than information the City deems to be confidential.

CIVIL SERVICE COMMISSION
 City of Cedar Falls
 CEDAR FALLS, IOWA

October 11, 2024

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

Mayor Laudick and City Council Members:

The Civil Service Commission of the City of Cedar Falls, Iowa authorized administration of a testing process and instruments for the position of Public Safety Officer. Listed below are the names of the top ranked candidates with their combined weighted average test scores, applicable Veteran's Preference scores, and total combined average scores with preference, as applicable. Tied percentages are presented in alphabetical order by applicant name, if applicable.

Rank	Name	Combined Averaged Score	Veteran's Preference Points	Total Combined Averaged Score
1	Christopher Barber	338		338
2	Jackson Phillips	331		331
3	Karen Yasuda	329		329
4	Christi Boswood	323		323
5	Luke Hirsch	298	22	320
6	Tyler Endicott	312		312

Respectfully Submitted,


 Paul Lee, Commission Chairperson


 Crystal Ford, Commissioner


 Cathy Showalter, Commissioner

Orig: Kim Kerr, City Clerk

Cc: Civil Service Records
 Craig Berte, Director of Public Safety
 Mark Howard, Assistant Director of Public Safety/Police Chief
 John Zolondek, Assistant Director of Public Safety/Fire Chief
 Tim Smith, Public Safety Supervisor- Administrative Captain



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

MEMORANDUM
Human Resources Division

TO: Mayor Laudick and City Council
FROM: Chelsie Luhring, Human Rights Commission Staff Liaison
DATE: October 14, 2024
SUBJECT: Revision to Human Rights Commission Bylaws

The Human Rights Commission unanimously approved revised Bylaws at the October 14, 2024, meeting. This revision reflects the recent ordinance change to shift from an 11-member to a 9-member commission. Additional revisions were provided to enhance clarity of the membership, appointment process and election of officers.

Please reach out with any questions.



Cedar Falls Human Rights Commission

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

Approved 08/12/24

BYLAWS

ARTICLE I

MEMBERS

SECTION I. The Cedar Falls Human Rights Commission shall be composed of ~~eleven-nine (911)~~ members, broadly representative of the community, appointed by the Mayor with the advice and consent of the City Council of Cedar Falls, Iowa.

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

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

ARTICLE II

OFFICERS

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

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

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

ARTICLE III

DUTIES OF OFFICERS

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

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

ARTICLE IV

STAFF

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

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

ARTICLE V

SCHEDULE AND QUORUM FOR MEETINGS

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

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

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

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

ARTICLE VI

ATTENDANCE AT MEETINGS AND VOTING

SECTION I. Regular attendance of all members is a requirement of an effective commission. Absence constitutes a breach in the performance of effective membership. Members are expected to communicate in advance of absences. If a member permanently moves from the City of Cedar Falls, or, without due explanation as determined by the Commission Chairperson, is absent from three consecutive regular meetings or five meetings within one year, except in the case of sickness or temporary absence from Cedar Falls, the member's office shall be rendered vacant. For the purposes of this section, the term "one year" is on a rolling basis and not a calendar year basis. Members can attend virtually via teleconference communication using audio and/or visual conference tools. Meetings may be held in a "Hybrid" manner, meaning both in-person attendance and remote participation are utilized, or fully remotely, meaning all attendance is utilizing teleconference tools. If a member or members request to attend utilizing a teleconference tool, they must be allowed to do so. The decision on which tool to use depends upon the individual circumstances of the Commission, and the technology available. Members can attend as many meetings remotely as requested. Members who attend meetings utilizing teleconference tools count toward establishing a quorum. If teleconference tools are used for Commissioner attendance in a Hybrid meeting, members of the public may have access to these resources too, at the discretion of the Commission Chairperson. In a fully remote meeting, members of the public must have access to the tools utilized. Meetings where at least one member of the Commission attends in person, public access may be limited to in-person access.

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

ARTICLE VII

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

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

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

ARTICLE VIII

CONFLICT OF INTEREST

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

ARTICLE IX

CONFIDENTIALITY

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

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

ARTICLE X

AMENDMENT TO THE BYLAWS

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

ARTICLE XI

ORDINANCE

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



Cedar Falls Human Rights Commission

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

Approved 10/14/24

BYLAWS

ARTICLE I

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DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor Daniel Laudick and City Council
FROM: Chris Sevy, AICP, Planner II
DATE: October 21, 2024
SUBJECT: Request for Temporary Movable Sign Permit
 Grizzly Rose Co. – 410 Main Street

This department received a request from Grizzly Rose Co. to place a sidewalk sign in front of the establishment at 410 Main Street. Grizzly Rose Co. is a clothing store. A copy of their site plan is attached. Lisa Gonzales & Anne Bachman, the business owners submitted all of the information required by the sidewalk sign ordinance. The sign will be set out when the store is open during business hours over the next year. The sign will not obstruct traffic vision.

We recommend your approval of the application submitted by Grizzly Rose Co. to place a sidewalk sign in front of the business at 410 Main Street subject to the following stipulations:

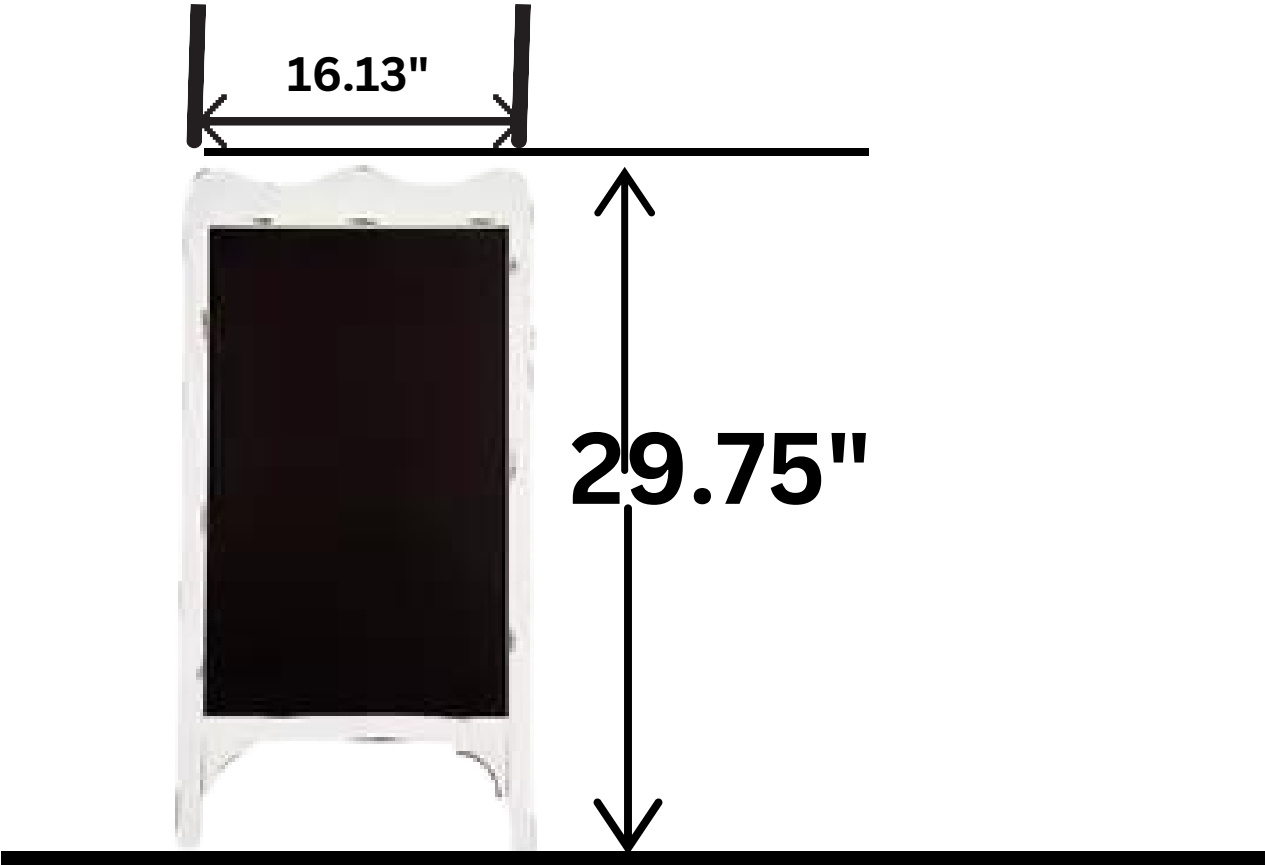
- Lisa Gonzales & Anne Bachman are the owners of the establishment (permit is non-transferrable).
- Sign placement will allow five feet of unobstructed walking space in the sidewalk.
- Proposed sign dimensions will not exceed the required limits of 2.5 foot width and 5 foot height.
- Owner will place sign outside only during hours of operation and remove by closing time.
- Such permit will expire one (1) year after approval and may be renewed annually provided a renewal application and fee is submitted.
- Complies with all other requirements as stated in Section 19-74(e) of the Cedar Falls municipal code.

The owner's proposal complies with all of the above requirements.

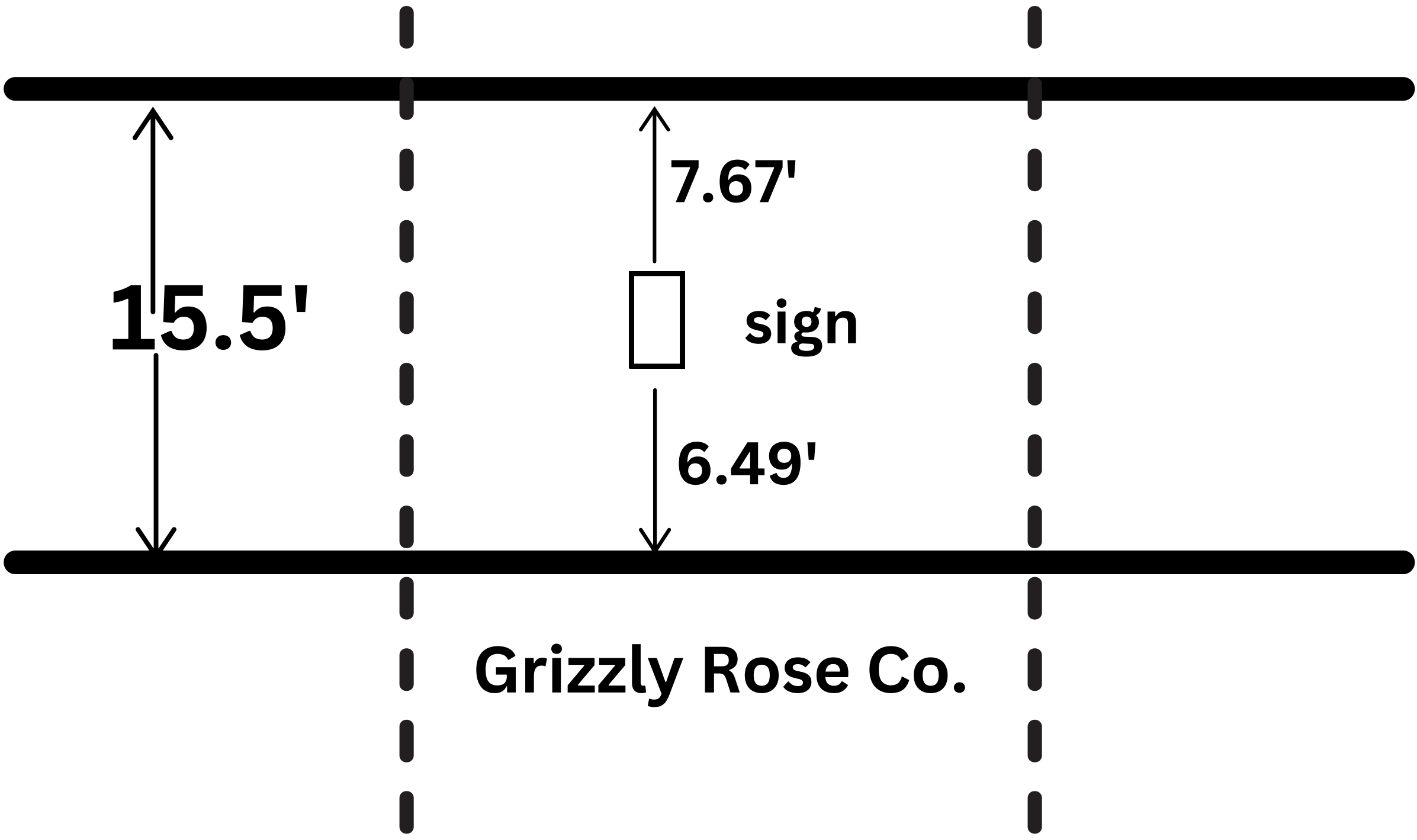
If you have any questions or need additional information, please feel free to contact this office.

xc: Karen Howard, Planning and Community Services Manager

Attachment: Site Plan



Main Street





DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

MEMORANDUM

To: Mayor Laudick and City Council Members
From: Kim Kerr, City Clerk
Date: October 11, 2024
Re: Cigarette/Tobacco/Nicotine/Vapor Application

Public Records has received an application for a cigarette/tobacco/nicotine/vapor permit. We recommend approval of this permit.

Name of Applicant:

- a) Greenleaf Tobacco & Vape – 6820 University Avenue – New.



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: October 14, 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) Peppers Grill & Sports Pub, 620 East 18th Street, Class C retail alcohol - renewal.
- b) SingleSpeed Brewing Co., 128 Main Street, Class C retail alcohol, Special Class A beer & outdoor service - renewal.
- c) Casey's General Store, 601 Main Street, Class E retail alcohol - renewal.
- d) Fareway Store, 214 North Magnolia Drive, Class E retail alcohol - renewal.

ITEMS TO INCLUDE ON AGENDA

CITY OF CEDAR FALLS, IOWA

\$4,520,000 General Obligation Capital Loan Notes, Series 2024

- Resolution approving and authorizing a form of Loan Agreement and authorizing and providing for the issuance, and levying a tax to pay the Notes; Approval of the Tax Exemption Certificate and Continuing Disclosure Certificate.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE
CHAPTER 21 AND THE LOCAL RULES OF THE CITY.

October 21, 2024

The City Council of the City of Cedar Falls, State of Iowa, met in Regular session, in the Council Chambers, City Hall, 220 Clay Street, Cedar Falls, Iowa, at 7:00 P.M., on the above date. There were present Mayor Laudick, in the chair, and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AGREEMENT AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$4,520,000 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2024, AND LEVYING A TAX TO PAY SAID NOTES; APPROVAL OF THE TAX EXEMPTION CERTIFICATE AND CONTINUING DISCLOSURE CERTIFICATE" and moved that it be adopted. Council Member _____ seconded the motion to adopt, and the roll being called thereon, the vote was as follows:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared said Resolution duly adopted as follows:

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AGREEMENT AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$4,520,000 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2024, AND LEVYING A TAX TO PAY SAID NOTES; APPROVAL OF THE TAX EXEMPTION CERTIFICATE AND CONTINUING DISCLOSURE CERTIFICATE

WHEREAS, the Issuer is duly incorporated, organized and exists under and by virtue of the laws and Constitution of the State of Iowa; and

WHEREAS, the Issuer is in need of funds to pay costs of City capital projects, including opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, bridges, grade crossing separations and approaches; the acquisition, installation, and repair of sidewalks, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices, and the acquisition of any real estate needed for any of the foregoing purposes; rehabilitation and improvement of parks already owned, including the removal, replacement and planting of trees in the parks, and facilities, equipment, and improvements commonly found in city parks; and equipping the fire department, essential corporate purpose(s), and it is deemed necessary and advisable that General Obligation Capital Loan Notes, to the amount of not to exceed \$4,000,000 be authorized for said purpose(s); and

WHEREAS, pursuant to notice published as required by Sections 384.24A and 384.25 of the Code of Iowa, this Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of the Notes, and the Council is therefore now authorized to proceed with the issuance of said Notes for such purpose(s); and

WHEREAS, the City is in need of funds to pay costs of City capital projects, including acquisition, construction, reconstruction, enlargement, improvement, and equipping of City facilities, including camera installation, replacement and maintenance, library handler equipment, public safety building maintenance and equipping the community center; and expanded public infrastructure, related amenities and site improvements, general corporate purpose(s), and it is deemed necessary and advisable that General Obligation Capital Loan Notes, to the amount of not to exceed \$750,000 be authorized for said purpose(s); and

WHEREAS, the Issuer has a population of more than 5,000 but not more than 75,000, and the Notes for these purposes do not exceed \$910,000; and

WHEREAS, pursuant to notice published as required by Sections 384.24A and 384.26 of the Code of Iowa, the Council of the City has held public meeting and hearing upon the proposal to institute proceedings for the issuance of Notes for general corporate purpose(s) in the amounts as above set forth, and, no petition for referendum having been received, the Council is therefore now authorized to proceed with the issuance of said Notes for such purpose(s); and

WHEREAS, pursuant to Section 384.28 of the Code of Iowa, it is hereby found and determined that the various general obligation capital loan Notes authorized as hereinabove described shall be combined for the purpose of issuance in a single issue of \$4,520,000 General Obligation Capital Loan Notes as hereinafter set forth; and

WHEREAS, the above mentioned Notes were heretofore sold and action should now be taken to issue said Notes conforming to the terms and conditions of the best bid received at the sale.

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

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

- "Authorized Denominations" shall mean \$5,000 or any integral multiple thereof.
- "Beneficial Owner" shall mean, whenever used with respect to a Note, the person in whose name such Note is recorded as the beneficial owner of such Note by a Participant on the records of such Participant or such person's subrogee.
- "Blanket Issuer Letter of Representations" shall mean the Representation Letter from the Issuer to DTC, with respect to the Notes.

- "Cede & Co." shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Notes.
- "Continuing Disclosure Certificate" shall mean that certain Continuing Disclosure Certificate approved under the terms of this Resolution and to be executed by the Issuer and dated the date of issuance and delivery of the Notes, as originally executed and as it may be amended from time to time in accordance with the terms thereof.
- "Depository Notes " shall mean the Notes as issued in the form of one global certificate for each maturity, registered in the Registration Books maintained by the Registrar in the name of DTC or its nominee.
- "DTC" shall mean The Depository Trust Company, New York, New York, which will act as security depository for the Note pursuant to the Representation Letter.
- "Issuer" and "City" shall mean the City of Cedar Falls, State of Iowa.
- "Loan Agreement" shall mean a Loan Agreement between the Issuer and a lender or lenders in substantially the form attached to and approved by this Resolution.
- "Note Fund" shall mean the fund created in Section 3 of this Resolution.
- "Notes" shall mean \$4,520,000 General Obligation Capital Loan Notes, Series 2024, authorized to be issued by this Resolution.
- "Participants" shall mean those broker-dealers, banks and other financial institutions for which DTC holds Notes as securities depository.
- "Paying Agent" shall mean the Controller/City Treasurer, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein as Issuer's agent to provide for the payment of principal of and interest on the Notes as the same shall become due.
- "Project" shall mean the costs of City capital projects, including opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, bridges, grade crossing separations and approaches; the acquisition, installation, and repair of sidewalks, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices, and the acquisition of any real estate needed for any of the foregoing purposes; rehabilitation and improvement of parks already owned, including the removal, replacement and planting of trees in the parks, and facilities, equipment, and improvements commonly found in city parks; and equipping the fire department; and City capital projects, including acquisition, construction, reconstruction, enlargement, improvement, and equipping of City facilities,

including camera installation, replacement and maintenance, library handler equipment, public safety building maintenance and equipping the community center; and expanded public infrastructure, related amenities and site improvements.

- "Project Fund" shall mean the fund required to be established by this Resolution for the deposit of the proceeds of the Notes.
- "Rebate Fund" shall mean the fund so defined in and established pursuant to the Tax Exemption Certificate.
- "Registrar" shall mean the Controller/City Treasurer of Cedar Falls, Iowa, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a register of the owners of the Notes. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Notes.
- "Resolution" shall mean this resolution authorizing the Notes.
- "Tax Exemption Certificate" shall mean the Tax Exemption Certificate approved under the terms of this Resolution and to be executed by the Treasurer and delivered at the time of issuance and delivery of the Notes.
- "Treasurer" shall mean the Controller/City Treasurer or such other officer as shall succeed to the same duties and responsibilities with respect to the recording and payment of the Notes issued hereunder.

Section 2. Levy and Certification of Annual Tax; Other Funds to be Used.

a) Levy of Annual Tax. That for the purpose of providing funds to pay the principal and interest of the Notes hereinafter authorized to be issued, there is hereby levied for each future year the following direct annual tax on all of the taxable property in the City of Cedar Falls, State of Iowa, to-wit:

AMOUNT	FISCAL YEAR (JULY 1 TO JUNE 30) YEAR OF COLLECTION
\$117,205.00*	2024/2025
\$463,100.00	2025/2026
\$810,600.00	2026/2027
\$460,100.00	2027/2028
\$460,600.00	2028/2029
\$460,350.00	2029/2030
\$464,350.00	2030/2031
\$462,350.00	2031/2032
\$459,600.00	2032/2033
\$461,100.00	2033/2034
\$461,600.00	2034/2035
\$465,200.00	2035/2036
\$468,000.00	2036/2037

*Payable from the Capitalized Interest Fund.

(NOTE: For example the levy to be made and certified against the taxable valuations of January 1, 2023 will be collected during the fiscal year commencing July 1, 2024.)

b) Resolution to be Filed With County Auditor. A certified copy of this Resolution shall be filed with the Auditor of Black Hawk County, Iowa and the Auditor is hereby instructed in and for each of the years as provided, to levy and assess the tax hereby authorized in Section 2 of this Resolution, in like manner as other taxes are levied and assessed, and such taxes so levied in and for each of the years aforesaid be collected in like manner as other taxes of the City are collected, and when collected be used for the purpose of paying principal and interest on said Notes issued in anticipation of the tax, and for no other purpose whatsoever.

c) Additional City Funds Available. Principal and interest coming due at any time when the proceeds of said tax on hand shall be insufficient to pay the same shall be promptly paid when due from current funds of the City available for that purpose and reimbursement shall be made from such special fund in the amounts thus advanced.

Section 3. Note Fund. Said tax shall be assessed and collected each year at the same time and in the same manner as, and in addition to, all other taxes in and for the City, and when collected they shall be converted into a special fund within the Debt Service Fund to be known as the "2024 GENERAL OBLIGATION CAPITAL LOAN NOTE FUND NO. 1" (the "Note Fund"), which is hereby pledged for and shall be used only for the payment of the principal of and interest on the Notes hereinafter authorized to be issued; and also there shall be apportioned to said fund its proportion of taxes received by the City from property that is centrally assessed by the State of Iowa.

Section 4. Application of Note Proceeds. Proceeds of the Notes, other than \$117,205 of proceeds which shall be deposited into a Capitalized Interest Fund and applied to interest through

June 1, 2025, shall be credited to the Project Fund and expended therefrom for the purposes of issuance. Any amounts on hand in the Project Fund shall be available for the payment of the principal of or interest on the Notes at any time that other funds shall be insufficient to the purpose, in which event such funds shall be repaid to the Project Fund at the earliest opportunity. Any balance on hand in the Project Fund and not immediately required for its purposes may be invested not inconsistent with limitations provided by law or this Resolution.

Section 5. Investment of Note Fund Proceeds. All moneys held in the Note Fund, provided for by Section 3 of this Resolution shall be invested in investments permitted by Chapter 12B, Code of Iowa, as amended, or deposited in financial institutions which are members of the Federal Deposit Insurance Corporation and the deposits in which are insured thereby and all such deposits exceeding the maximum amount insured from time to time by FDIC or its equivalent successor in any one financial institution shall be continuously secured in compliance with Chapter 12C of the Code of Iowa, as amended, or otherwise by a valid pledge of direct obligations of the United States Government having an equivalent market value. All such interim investments shall mature before the date on which the moneys are required for payment of principal of or interest on the Notes as herein provided.

Section 6. Note Details, Execution and Redemption.

a) Note Details. General Obligation Capital Loan Notes of the City in the amount of \$4,520,000, shall be issued to evidence the obligations of the Issuer under the Loan Agreement pursuant to the provisions of Sections 384.24A, 384.25, 384.26 and 384.28 of the Code of Iowa for the aforesaid purposes. The Notes shall be issued in one or more series and shall be secured equally and ratably from the sources provided in Section 3 of this Resolution. The Notes shall be designated "GENERAL OBLIGATION CAPITAL LOAN NOTE, SERIES 2024", be dated November 13, 2024, and bear interest from the date thereof, until payment thereof, at the office of the Paying Agent, said interest payable on June 1, 2025, and semiannually thereafter on the 1st day of June and December in each year until maturity at the rates hereinafter provided.

The Notes shall be executed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the Clerk, and impressed or printed with the seal of the City and shall be fully registered as to both principal and interest as provided in this Resolution; principal, interest and premium, if any, shall be payable at the office of the Paying Agent by mailing of a check to the registered owner of the Note. The Notes shall be in the denomination of \$5,000 or multiples thereof. The Notes shall mature and bear interest as follows:

Principal Amount	Interest Rate	Maturity June 1 st
\$250,000	5.000%	2026
\$610,000	5.000%	2027
\$290,000	5.000%	2028
\$305,000	5.000%	2029
\$320,000	5.000%	2030
\$340,000	5.000%	2031
\$355,000	5.000%	2032
\$370,000	5.000%	2033
\$390,000	5.000%	2034
\$410,000	4.000%	2035
\$430,000	4.000%	2036
\$450,000	4.000%	2037

b) Redemption.

i. Optional Redemption. Notes maturing after June 1, 2032, may be called for optional redemption by the Issuer on that date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Thirty days' written notice of redemption shall be given to the registered owner of the Note. Failure to give written notice to any registered owner of the Notes or any defect therein shall not affect the validity of any proceedings for the redemption of the Notes. All Notes or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment. Written notice will be deemed completed upon transmission to the owner of record.

If selection by lot within a maturity is required, the Registrar shall designate the Notes to be redeemed by random selection of the names of the registered owners of the entire annual maturity until the total amount of Notes to be called has been reached.

If less than all of a maturity is called for redemption, the Issuer will notify DTC of the particular amount of such maturity to be redeemed prior to maturity. DTC will determine by lot the amount of each Participant's interest in such maturity to be redeemed and each Participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

Section 7. Issuance of Notes in Book-Entry Form; Replacement Notes.

a) Notwithstanding the other provisions of this Resolution regarding registration, ownership, transfer, payment and exchange of the Notes, unless the Issuer determines to permit the exchange of Depository Notes for Notes in Authorized Denominations, the Notes shall be issued as Depository Notes in denominations of the entire principal amount of each maturity of Notes (or, if a portion of said principal amount is prepaid, said principal amount less the prepaid amount). The Notes must be registered in the name of Cede & Co., as nominee for DTC. Payment of semiannual interest for any Notes registered in the name of Cede & Co. will be made by wire transfer or New York Clearing House or equivalent next day funds to the account of Cede & Co. on the interest payment date for the Notes at the address indicated or in the Representation Letter.

b) The Notes will be initially issued in the form of separate single authenticated fully registered bonds in the amount of each stated maturity of the Notes. Upon initial issuance, the ownership of the Notes will be registered in the registry books of the Controller/City Treasurer kept by the Paying Agent and Registrar in the name of Cede & Co., as nominee of DTC. The Paying Agent and Registrar and the Issuer may treat DTC (or its nominee) as the sole and exclusive owner of the Notes registered in its name for the purposes of payment of the principal or redemption price of or interest on the Notes, selecting the Notes or portions to be redeemed, giving any notice permitted or required to be given to registered owners of Notes under the Resolution of the Issuer, registering the transfer of Notes, obtaining any consent or other action to be taken by registered owners of the Notes and for other purposes. The Paying Agent, Registrar and the Issuer have no responsibility or obligation to any Participant or Beneficial Owner of the Notes under or through DTC with respect to the accuracy of records maintained by DTC or any Participant; with respect to the payment by DTC or Participant of an amount of principal or redemption price of or interest on the Notes; with respect to any notice given to owners of Notes under the Resolution; with respect to the Participant(s) selected to receive payment in the event of a partial redemption of the Notes, or a consent given or other action taken by DTC as registered owner of the Notes. The Paying Agent and Registrar shall pay all principal of and premium, if any, and interest on the Notes only to Cede & Co. in accordance with the Representation Letter, and all payments are valid and effective to fully satisfy and discharge the Issuer's obligations with respect to the principal of and premium, if any, and interest on the Notes to the extent of the sum paid. DTC must receive an authenticated Bond for each separate stated maturity evidencing the obligation of the Issuer to make payments of principal of and premium, if any, and interest. Upon delivery by DTC to the Paying Agent and Registrar of written notice that DTC has determined to substitute a new nominee in place of Cede & Co., the Notes will be transferable to the new nominee in accordance with this Section.

c) In the event the Issuer determines that it is in the best interest of the Beneficial Owners that they be able to obtain Notes certificates, the Issuer may notify DTC and the Paying Agent and Registrar, whereupon DTC will notify the Participants, of the availability through DTC of Notes certificates. The Notes will be transferable in accordance with this Section. DTC may determine to discontinue providing its services

with respect to the Notes at any time by giving notice to the Issuer and the Paying Agent and Registrar and discharging its responsibilities under applicable law. In this event, the Notes will be transferable in accordance with this Section.

d) Notwithstanding any other provision of the Resolution to the contrary, so long as any Note is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of and premium, if any, and interest on the Note and all notices must be made and given, respectively to DTC as provided in the Representation letter.

e) In connection with any notice or other communication to be provided to Noteholders by the Issuer or the Paying Agent and Registrar with respect to a consent or other action to be taken by Noteholders, the Issuer or the Paying Agent and Registrar, as the case may be, shall establish a record date for the consent or other action and give DTC notice of the record date not less than 15 calendar days in advance of the record date to the extent possible. Notice to DTC must be given only when DTC is the sole Noteholder.

f) The Representation Letter is on file with DTC and sets forth certain matters with respect to, among other things, notices, consents and approvals by Noteholders and payments on the Notes. The execution and delivery of the Representation Letter to DTC by the Issuer is ratified and confirmed.

g) In the event that a transfer or exchange of the Notes is permitted under this Section, the transfer or exchange may be accomplished upon receipt by the Registrar from the registered owners of the Notes to be transferred or exchanged and appropriate instruments of transfer. In the event Note certificates are issued to holders other than Cede & Co., its successor as nominee for DTC as holder of all the Notes, or other securities depository as holder of all the Notes, the provisions of the Resolution apply to, among other things, the printing of certificates and the method of payment of principal of and interest on the certificates. Any substitute depository shall be designated in writing by the Issuer to the Paying Agent. Any such substitute depository shall be a qualified and registered "clearing agency" as provided in Section 17A of the Securities Exchange Act of 1934, as amended. The substitute depository shall provide for (i) immobilization of the Depository Notes, (ii) registration and transfer of interests in Depository Notes by book entries made on records of the depository or its nominee and (iii) payment of principal of, premium, if any, and interest on the Notes in accordance with and as such interests may appear with respect to such book entries.

h) The officers of the Issuer are authorized and directed to prepare and furnish to the purchaser, and to the attorneys approving the legality of Notes, certified copies of proceedings, ordinances, resolutions and records and all certificates and affidavits and other instruments as may be required to evidence the legality and marketability of the Notes, and all certified copies, certificates, affidavits and other instruments constitute representations of the Issuer as to the correctness of all stated or recited facts.

Section 8. Registration of Notes; Appointment of Registrar; Transfer; Ownership; Delivery; and Cancellation.

a) Registration. The ownership of Notes may be transferred only by the making of an entry upon the books kept for the registration and transfer of ownership of the Notes, and in no other way. The Controller/City Treasurer is hereby appointed as Note Registrar under the terms of this Resolution. Registrar shall maintain the books of the Issuer for the registration of ownership of the Notes for the payment of principal of and interest on the Notes as provided in this Resolution. All Notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.31 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Notes and in this Resolution.

b) Transfer. The ownership of any Note may be transferred only upon the Registration Books kept for the registration and transfer of Notes and only upon surrender thereof at the office of the Registrar together with an assignment duly executed by the holder or his duly authorized attorney in fact in such form as shall be satisfactory to the Registrar, along with the address and social security number or federal employer identification number of such transferee (or, if registration is to be made in the name of multiple individuals, of all such transferees). In the event that the address of the registered owner of a Note (other than a registered owner which is the nominee of the broker or dealer in question) is that of a broker or dealer, there must be disclosed on the Registration Books the information pertaining to the registered owner required above. Upon the transfer of any such Note, a new fully registered Note, of any denomination or denominations permitted by this Resolution in aggregate principal amount equal to the unmatured and unredeemed principal amount of such transferred fully registered Note, and bearing interest at the same rate and maturing on the same date or dates shall be delivered by the Registrar.

c) Registration of Transferred Notes. In all cases of the transfer of the Notes, the Registrar shall register, at the earliest practicable time, on the Registration Books, the Notes, in accordance with the provisions of this Resolution.

d) Ownership. As to any Note, the person in whose name the ownership of the same shall be registered on the Registration Books of the Registrar shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such Notes and the premium, if any, and interest thereon shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note, including the interest thereon, to the extent of the sum or sums so paid.

e) Cancellation. All Notes which have been redeemed shall not be reissued but shall be cancelled by the Registrar. All Notes which are cancelled by the Registrar shall be destroyed and a certificate of the destruction thereof shall be furnished promptly to the Issuer; provided that if the Issuer shall so direct, the Registrar shall forward the cancelled Notes to the Issuer.

f) Non-Presentation of Notes. In the event any payment check, wire, or electronic transfer of funds representing payment of principal of or interest on the Notes is returned to the Paying Agent or if any note is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such principal of or interest on Notes shall have been made available to the Paying Agent for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for such interest or payment of such Notes shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the owner of such Notes who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Resolution or on, or with respect to, such interest or Notes. The Paying Agent's obligation to hold such funds shall continue for a period equal to two years and six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the Paying Agent shall surrender any remaining funds so held to the Issuer, whereupon any claim under this Resolution by the Owners of such interest or Notes of whatever nature shall be made upon the Issuer.

g) Registration and Transfer Fees. The Registrar may furnish to each owner, at the Issuer's expense, one note for each annual maturity. The Registrar shall furnish additional Notes in lesser denominations (but not less than the minimum denomination) to an owner who so requests.

Section 9. Reissuance of Mutilated, Destroyed, Stolen or Lost Notes. In case any outstanding Note shall become mutilated or be destroyed, stolen or lost, the Issuer shall at the request of Registrar authenticate and deliver a new Note of like tenor and amount as the Note so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Note to Registrar, upon surrender of such mutilated Note, or in lieu of and substitution for the Note destroyed, stolen or lost, upon filing with the Registrar evidence satisfactory to the Registrar and Issuer that such Note has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Registrar and Issuer with satisfactory indemnity and complying with such other reasonable regulations as the Issuer or its agent may prescribe and paying such expenses as the Issuer may incur in connection therewith.

Section 10. Record Date. Payments of principal and interest, otherwise than upon full redemption, made in respect of any Note, shall be made to the registered holder thereof or to their designated agent as the same appear on the books of the Registrar on the 15th day of the month preceding the payment date. All such payments shall fully discharge the obligations of the Issuer in respect of such Notes to the extent of the payments so made. Upon receipt of the final payment of principal, the holder of the Note shall surrender the Note to the Paying Agent.

Section 11. Execution, Authentication and Delivery of the Notes. Upon the adoption of this Resolution, the Mayor and Clerk shall execute the Notes by their manual or authorized signature and deliver the Notes to the Registrar, who shall authenticate the Notes and deliver the same to or upon order of the Purchaser. No Note shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless the Registrar shall duly endorse and execute on such Note a Certificate of Authentication substantially in the form of the Certificate

herein set forth. Such Certificate upon any Note executed on behalf of the Issuer shall be conclusive evidence that the Note so authenticated has been duly issued under this Resolution and that the holder thereof is entitled to the benefits of this Resolution.

Section 12. Right to Name Substitute Paying Agent or Registrar. Issuer reserves the right to name a substitute, successor Registrar or Paying Agent upon giving prompt written notice to each registered noteholder.

Section 13. Form of Note. Notes shall be printed substantially in the form as follows:

"STATE OF IOWA"
"COUNTY OF BLACK HAWK"
"CITY OF CEDAR FALLS"
"GENERAL OBLIGATION CAPITAL LOAN NOTE"
"SERIES 2024"
CORPORATE PURPOSE

Rate: _____
Maturity: _____
Note Date: November 13, 2024
CUSIP No.: _____
"Registered"
Certificate No. _____
Principal Amount: \$ _____

The City of Cedar Falls, State of Iowa, a municipal corporation organized and existing under and by virtue of the Constitution and laws of the State of Iowa (the "Issuer"), for value received, promises to pay from the source and as hereinafter provided, on the maturity date indicated above, to

(Registration panel to be completed by Registrar or Printer with name of Registered Owner).

or registered assigns, the principal sum of (enter principal amount in long form) THOUSAND DOLLARS in lawful money of the United States of America, on the maturity date shown above, only upon presentation and surrender hereof at the office of the Controller/City Treasurer, Paying Agent of this issue, or its successor, with interest on the sum from the date hereof until paid at the rate per annum specified above, payable on June 1, 2025, and semiannually thereafter on the 1st day of June and December in each year.

Interest and principal shall be paid to the registered holder of the Note as shown on the records of ownership maintained by the Registrar as of the 15th day of the month preceding such interest payment date. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

This Note is issued pursuant to the provisions of Sections 384.24A, 384.25, 384.26 and 384.28 of the Code of Iowa, for the purpose of paying costs of City capital projects, including

opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, bridges, grade crossing separations and approaches; the acquisition, installation, and repair of sidewalks, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices, and the acquisition of any real estate needed for any of the foregoing purposes; rehabilitation and improvement of parks already owned, including the removal, replacement and planting of trees in the parks, and facilities, equipment, and improvements commonly found in city parks; and equipping the fire department; and City capital projects, including acquisition, construction, reconstruction, enlargement, improvement, and equipping of City facilities, including camera installation, replacement and maintenance, library handler equipment, public safety building maintenance and equipping the community center; and expanded public infrastructure, related amenities and site improvements, and in order to evidence the obligations of the Issuer under a certain Loan Agreement dated the date hereof, in conformity to a Resolution of the Council of said City duly passed and approved. For a complete statement of the funds from which and the conditions under which this Note is payable, and the general covenants and provisions pursuant to which this Note is issued, reference is made to the above described Loan Agreement and Resolution.

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a limited purpose trust company ("DTC"), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other Issuer as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

Notes maturing after June 1, 2032, may be called for optional redemption by the Issuer and paid before maturity on said date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Thirty days' written notice of redemption shall be given to the registered owner of the Note. Failure to give written notice to any registered owner of the Notes or any defect therein shall not affect the validity of any proceedings for the redemption of the Notes. All notes or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment. Written notice will be deemed completed upon transmission to the owner of record.

If selection by lot within a maturity is required, the Registrar shall designate the Notes to be redeemed by random selection of the names of the registered owners of the entire annual maturity until the total amount of Notes to be called has been reached.

If less than all of a maturity is called for redemption, the Issuer will notify DTC of the particular amount of such maturity to be redeemed prior to maturity. DTC will determine by lot

the amount of each Participant's interest in such maturity to be redeemed and each Participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

Ownership of this Note may be transferred only by transfer upon the books kept for such purpose by the Controller/City Treasurer, the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Note at the office of the Registrar as designated below, together with an assignment duly executed by the owner hereof or his duly authorized attorney in the form as shall be satisfactory to the Registrar. Issuer reserves the right to substitute the Registrar and Paying Agent but shall, however, promptly give notice to registered Noteholders of such change. All notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.31 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Note Resolution.

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and Constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Note, have been existent, had, done and performed as required by law; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the territory of the Issuer for the payment of the principal and interest of this Note as the same will respectively become due; that such taxes have been irrevocably pledged for the prompt payment hereof, both principal and interest; and the total indebtedness of the Issuer including this Note, does not exceed the constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the Issuer by its Council, has caused this Note to be signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, with the seal of the City printed or impressed hereon, and to be authenticated by the manual signature of an authorized representative of the Registrar, the Controller/City Treasurer, Cedar Falls, Iowa.

Date of authentication: November 13, 2024
This is one of the Notes described in the within mentioned Resolution, as registered by the Controller/City Treasurer.

CONTROLLER/CITY TREASURER, Registrar

By: _____

Authorized Signature

Registrar and Transfer Agent: Controller/City Treasurer

Paying Agent: Controller/City Treasurer

SEE REVERSE FOR CERTAIN DEFINITIONS

(Seal)

(Signature Block)

CITY OF CEDAR FALLS, STATE OF IOWA

By: _____ (manual or facsimile signature)
Mayor

ATTEST:

By: _____ (manual or facsimile signature)
City Clerk

(Information Required for Registration)

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ (Social Security or Tax Identification No. _____) the within Note and does hereby irrevocably constitute and appoint _____ attorney in fact to transfer the said Note on the books kept for registration of the within Note, with full power of substitution in the premises.

Dated: _____

(Person(s) executing this Assignment sign(s) here)

SIGNATURE)
GUARANTEED) _____

IMPORTANT - READ CAREFULLY

The signature(s) to this Power must correspond with the name(s) as written upon the face of the certificate(s) or note(s) in every particular without alteration or enlargement or any change whatever. Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signature to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.

INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

Name of Transferee(s) _____
 Address of Transferee(s) _____
 Social Security or Tax Identification _____
 Number of Transferee(s) _____
 Transferee is a(n):
 Individual* _____ Corporation _____
 Partnership _____ Trust _____

*If the Note is to be registered in the names of multiple individual owners, the names of all such owners and one address and social security number must be provided.

The following abbreviations, when used in the inscription on the face of this Note, shall be construed as though written out in full according to applicable laws or regulations:

- TEN COM - as tenants in common
- TEN ENT - as tenants by the entireties
- JT TEN - as joint tenants with rights of survivorship and not as tenants in common
- IA UNIF TRANS MIN ACT - Custodian
 (Cust) (Minor)
 Under Iowa Uniform Transfers to Minors Act.....
 (State)

ADDITIONAL ABBREVIATIONS MAY ALSO BE USED THOUGH NOT IN THE ABOVE LIST

(End of form of Note)

Section 14. Loan Agreement and Closing Documents. The form of Loan Agreement in substantially the form attached to this Resolution is hereby approved and is authorized to be executed and issued on behalf of the Issuer by the Mayor and attested by the City Clerk. The Mayor and City Clerk are authorized and directed to execute, attest, seal and deliver for and on behalf of the City any other additional certificates, documents, or other papers and perform all other acts, including without limitation the execution of all closing documents, as they may deem necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution.

Section 15. Contract Between Issuer and Purchaser. This Resolution constitutes a contract between said City and the purchaser of the Notes.

Section 16. Non-Arbitrage Covenants. The Issuer reasonably expects and covenants that no use will be made of the proceeds from the issuance and sale of the Notes issued hereunder which will cause any of the Notes to be classified as arbitrage notes within the meaning of Sections 148(a) and (b) of the Internal Revenue Code of the United States, as amended, and that

throughout the term of the Notes it will comply with the requirements of statutes and regulations issued thereunder.

To the best knowledge and belief of the Issuer, there are no facts or circumstances that would materially change the foregoing statements or the conclusion that it is not expected that the proceeds of the Notes will be used in a manner that would cause the Notes to be arbitrage notes.

Section 17. Approval of Tax Exemption Certificate. Attached hereto is a form of Tax Exemption Certificate stating the Issuer's reasonable expectations as to the use of the proceeds of the Notes. The form of Tax Exemption Certificate is approved. The Issuer hereby agrees to comply with the provisions of the Tax Exemption Certificate and the provisions of the Tax Exemption Certificate are hereby incorporated by reference as part of this Resolution. The Controller/City Treasurer is hereby directed to make and insert all calculations and determinations necessary to complete the Tax Exemption Certificate at issuance of the Notes to certify as to the reasonable expectations and covenants of the Issuer at that date.

Section 18. Continuing Disclosure. The Issuer hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, and the provisions of the Continuing Disclosure Certificate are hereby incorporated by reference as part of this Resolution and made a part hereof. Notwithstanding any other provision of this Resolution, failure of the Issuer to comply with the Continuing Disclosure Certificate shall not be considered an event of default under this Resolution; however, any holder of the Notes or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the Issuer to comply with its obligations under the Continuing Disclosure Certificate. For purposes of this section, "Beneficial Owner" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Note (including persons holding Notes through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Notes for federal income tax purposes.

Section 19. Additional Covenants, Representations and Warranties of the Issuer. The Issuer certifies and covenants with the purchasers and holders of the Notes from time to time outstanding that the Issuer through its officers, (a) will make such further specific covenants, representations and assurances as may be necessary or advisable; (b) comply with all representations, covenants and assurances contained in the Tax Exemption Certificate, which Tax Exemption Certificate shall constitute a part of the contract between the Issuer and the owners of the Notes; (c) consult with Bond Counsel (as defined in the Tax Exemption Certificate); (d) pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Notes; (e) file such forms, statements and supporting documents as may be required and in a timely manner; and (f) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the Issuer in such compliance.

Section 20. Amendment of Resolution to Maintain Tax Exemption. This Resolution may be amended without the consent of any owner of the Notes if, in the opinion of Bond Counsel,

such amendment is necessary to maintain tax exemption with respect to the Notes under applicable Federal law or regulations.

Section 21. Repeal of Conflicting Resolutions or Ordinances. All ordinances and resolutions and parts of ordinances and resolutions in conflict herewith are hereby repealed.

Section 22. Severability Clause. If any section, paragraph, clause or provision of this Resolution be held invalid, such invalidity shall not affect any of the remaining provisions hereof, and this Resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this 21st day of October, 2024.

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

I, the undersigned City Clerk of the City of Cedar Falls, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2024.

Kim Kerr, City Clerk
City of Cedar Falls, State of Iowa

(SEAL)

TAX EXEMPTION CERTIFICATE

of

CITY OF CEDAR FALLS, COUNTY OF BLACK HAWK, STATE OF IOWA, ISSUER

\$4,520,000 General Obligation Capital Loan Notes, Series 2024

This instrument was prepared by:

Ahlers & Cooney, P.C.
100 Court Avenue, Suite 600
Des Moines, Iowa 50309
(515) 243-7611

TABLE OF CONTENTS

This Table of Contents is not a part of this Tax Exemption Certificate and is provided only for convenience of reference.

INTRODUCTION..... - 1 -

ARTICLE I DEFINITIONS - 1 -

ARTICLE II SPECIFIC CERTIFICATIONS, REPRESENTATIONS AND AGREEMENTS - 4 -

Section 2.1 Authority to Certify and Expectations - 5 -

Section 2.2 Receipts and Expenditures of Sale Proceeds - 7 -

Section 2.3 Purpose of Bonds - 7 -

Section 2.4 Facts Supporting Tax-Exemption Classification - 7 -

Section 2.5 Facts Supporting Temporary Periods for Proceeds - 8 -

Section 2.6 Resolution Funds at Restricted or Unrestricted Yield - 8 -

Section 2.7 Pertaining to Yields..... - 9 -

Section 2.8 Reimbursement Bonds - 9 -

ARTICLE III REBATE - 11 -

Section 3.1 Records - 11 -

Section 3.2 Rebate Fund - 11 -

Section 3.3 Exceptions to Rebate..... - 11 -

Section 3.4 Calculation of Rebate Amount..... - 13 -

Section 3.5 Rebate Requirements and the Bond Fund..... - 13 -

Section 3.6 Investment of the Rebate Fund - 13 -

Section 3.7 Payment to the United States - 14 -

Section 3.8 Records - 14 -

Section 3.9 Additional Payments - 15 -

ARTICLE IV INVESTMENT RESTRICTIONS..... - 15 -

Section 4.1 Avoidance of Prohibited Payments..... - 15 -

Section 4.2 Market Price Requirement - 15 -

Section 4.3 Investment in Certificates of Deposit - 15 -

Section 4.4 Investment Pursuant to Investment Contracts and Agreements - 16 -

Section 4.5 Records - 18 -

Section 4.6 Investments to be Legal - 18 -

ARTICLE V GENERAL COVENANTS - 18 -

ARTICLE VI AMENDMENTS AND ADDITIONAL AGREEMENTS - 18 -

Section 6.1 Opinion of Bond Counsel; Amendments - 18 -

Section 6.2 Additional Covenants, Agreements - 19 -

Section 6.3 Internal Revenue Service Audits - 19 -

Section 6.4 Amendments - 19 -

EXHIBIT "A"20

TAX EXEMPTION CERTIFICATE

CITY OF CEDAR FALLS, STATE OF IOWA

THIS TAX EXEMPTION CERTIFICATE made and entered into on November 13, 2024, by the City of Cedar Falls, County of Black Hawk, State of Iowa (the "Issuer").

INTRODUCTION

This Certificate is executed and delivered in connection with the issuance by the Issuer of its \$4,520,000 General Obligation Capital Loan Notes, Series 2024 (the "Bonds"). The Bonds are issued pursuant to the provisions of the Resolution of the Issuer authorizing the issuance of the Bonds. Such Resolution provides that the covenants contained in this Certificate constitute a part of the Issuer's contract with the owners of the Bonds.

The Issuer recognizes that under the Code (as defined below) the tax-exempt status of the interest received by the owners of the Bonds is dependent upon, among other things, the facts, circumstances, and reasonable expectations of the Issuer as to future facts not in existence at this time, as well as the observance of certain covenants in the future. The Issuer covenants that it will take such action with respect to the Bonds as may be required by the Code, and pertinent legal regulations issued thereunder in order to establish and maintain the tax-exempt status of the Bonds, including the observance of all specific covenants contained in the Resolution and this Certificate.

ARTICLE I

DEFINITIONS

The following terms as used in this Certificate shall have the meanings set forth below. The terms defined in the Resolution shall retain the meanings set forth therein when used in this Certificate. Other terms used in this Certificate shall have the meanings set forth in the Code or in the Regulations.

- "Annual Debt Service" means the principal of and interest on the Bonds scheduled to be paid during a given Bond Year.
- "Bonds" means the \$4,520,000 aggregate principal amount of General Obligation Capital Loan Notes, Series 2024, of the Issuer issued in registered form pursuant to the Resolution.
- "Bond Counsel" means Ahlers & Cooney, P.C., Des Moines, Iowa, or an attorney at law or a firm of attorneys of nationally recognized standing in matters pertaining to the tax-exempt status of interest on obligations issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any State of the United States of America.
- "Bond Fund" means the Sinking Fund described in the Resolution.

- "Bond Purchase Agreement" means the binding contract in writing for the sale of the Bonds.

- "Bond Year" as defined in Regulation 1.148-1(b), means a one-year period beginning on the day after expiration of the preceding Bond Year. The first Bond Year shall be the one-year or shorter period beginning on the Closing Date and ending on a principal or interest payment date, unless Issuer selects another date.

- "Bond Yield" means that discount rate which produces an amount equal to the Issue Price of the Bonds when used in computing the present value of all payments of principal and interest to be paid on the Bonds, using semiannual compounding on a 360-day year as computed under Regulation 1.148-4.

- "Certificate" means this Tax Exemption Certificate.

- "Closing" means the delivery of the Bonds in exchange for the agreed upon purchase price.

- "Closing Date" means the date of Closing.

- "Code" means the Internal Revenue Code of 1986, as amended, and any statutes which replace or supplement the Internal Revenue Code of 1986.

- "Computation Date" means each five-year period from the Closing Date through the last day of the fifth and each succeeding fifth Bond Year.

- "Excess Earnings" means the amount earned on all Nonpurpose Investments minus the amount which would have been earned if such Nonpurpose Investments were invested at a rate equal to the Bond Yield, plus any income attributable to such excess.

- "Final Bond Retirement Date" means the date on which the Bonds are actually paid in full.

- "Governmental Obligations" means direct general obligations of, or obligations the timely payment of the principal of and interest on which is unconditionally guaranteed by the United States.

- "Gross Proceeds" as defined in Regulation 1.148-1(b), means any Proceeds of the Bonds and any replacement proceeds (as defined in Regulation 1.148-1(c)) of the Bonds.

- "Gross Proceeds Funds" means the Project Fund, Proceeds held to pay cost of issuance, and any other fund or account held for the benefit of the owners of the Bonds or containing Gross Proceeds of the Bonds except the Bond Fund and the Rebate Fund.

- "Issue Price" as defined in Regulation 1.148-1(b) and (f)(2), means the price determined pursuant to the Special Rule for Competitive Sales in accordance with Regulation 1.148-1(f)(2)(iii). The Issuer hereby elects to utilize the Special Rule for Competitive Sales and treats the reasonably expected initial offering price to the public as of the sale date as the issue price of the Bonds. The Purchasers have certified the Issue Price to be not more than \$4,949,151.90, as set forth in Exhibit A.
- "Issuer" means the City of Cedar Falls, a municipal corporation in the County of Black Hawk, State of Iowa.
- "Minor Portion of the Bonds", as defined in Regulation 1.148-2(g), means the lesser of five (5) percent of Proceeds or \$100,000. The Minor Portion of the Bonds is computed to be \$100,000.
- "Nonpurpose Investments" means any investment property which is acquired with Gross Proceeds and is not acquired to carry out the governmental purpose of the Bonds, and may include but is not limited to U.S. Treasury bonds, corporate bonds, or certificates of deposit.
- "Proceeds" as defined in Regulation 1.148-1(b), means Sale Proceeds, investment proceeds and transferred proceeds of the Bonds.
- "Project" means the City capital projects, including opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, bridges, grade crossing separations and approaches; the acquisition, installation, and repair of sidewalks, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices, and the acquisition of any real estate needed for any of the foregoing purposes; rehabilitation and improvement of parks already owned, including the removal, replacement and planting of trees in the parks, and facilities, equipment, and improvements commonly found in city parks; and equipping the fire department; and City capital projects, including acquisition, construction, reconstruction, enlargement, improvement, and equipping of City facilities, including camera installation, replacement and maintenance, library handler equipment, public safety building maintenance and equipping the community center; and expanded public infrastructure, related amenities and site improvements including sums already expended that meet the requirements of Section 2.8 hereof, as more fully described in the Resolution.
- "Project Fund" shall mean the fund required to be established by the Resolution for the deposit of the Proceeds of the Notes.
- "Purchasers" means FHN Financial Capital Markets of Memphis, Tennessee, constituting the initial purchasers of the Bonds from the Issuer.
- "Rebate Amount" means the amount computed as described in this Certificate.

- "Rebate Fund" means the fund to be created, if necessary, pursuant to this Certificate.
- "Rebate Payment Date" means a date chosen by the Issuer which is not more than 60 days following each Computation Date or the Final Bond Retirement Date.
- "Regulations" means the Income Tax Regulations, amendments and successor provisions promulgated by the Department of the Treasury under Sections 103, 148 and 149 of the Code, or other Sections of the Code relating to "arbitrage bonds", including without limitation Regulations 1.148-1 through 1.148-11, 1.149(b)-1, 1.149-d(1), 1.150-1 and 1.150-2.
- "Replacement Proceeds" include, but are not limited to, sinking funds, amounts that are pledged as security for an issue, and amounts that are replaced because of a sufficiently direct nexus to a governmental purpose of an issue.
- "Resolution" means the resolution of the Issuer adopted on October 21, 2024, authorizing the issuance of the Bonds.
- "Sale Proceeds" as defined in Regulation 1.148-1(b), means any amounts actually or constructively received from the sale of the Bonds, including amounts used to pay underwriter's discount or compensation and accrued interest other than pre-issuance accrued interest.
- "Sinking Fund" means the Bond Fund.
- "SLGS" means demand deposit Treasury securities of the State and Local Government Series.
- "Tax Exempt Obligations" means bonds or other obligations the interest on which is excludable from the gross income of the owners thereof under Section 103 of the Code and include certain regulated investment companies, stock in tax-exempt mutual funds and demand deposit SLGS.
- "Taxable Obligations" means all investment property, obligations or securities other than Tax Exempt Obligations.
- "Verification Certificate" means the certificate attached to this Certificate as Exhibit A, setting forth the offering prices at which the Purchaser will reoffer and sell the Bonds to the public.

ARTICLE II

SPECIFIC CERTIFICATIONS, REPRESENTATIONS AND AGREEMENTS

The Issuer hereby certifies, represents and agrees as follows:

Section 2.1 Authority to Certify and Expectations

(a) The undersigned officer of the Issuer along with other officers of the Issuer, are charged with the responsibility of issuing the Bonds.

(b) This Certificate is being executed and delivered in part for the purposes specified in Section 1.148-2(b)(2) of the Regulations and is intended (among other purposes) to establish reasonable expectations of the Issuer at this time.

(c) The Issuer has not been notified of any disqualification or proposed disqualification of it by the Commissioner of the Internal Revenue Service as a bond issuer which may certify bond issues under Section 1.148-2(b)(2) of the Regulations.

(d) The certifications, representations and agreements set forth in this Article II are made on the basis of the facts, estimates and circumstances in existence on the date hereof, including the following: (1) with respect to amounts expected to be received from delivery of the Bonds, amounts actually received, (2) with respect to payments of amounts into various funds or accounts, review of the authorizations or directions for such payments made by the Issuer pursuant to the Resolution and this Certificate, (3) with respect to the Issue Price, the certifications of the Purchasers as set forth in the Verification Certificate, (4) with respect to expenditure of the Proceeds of the Bonds, actual expenditures and reasonable expectations of the Issuer as to when the Proceeds will be spent for purposes of the Project, and (5) with respect to Bond Yield, review of the Verification Certificate. The Issuer has no reason to believe such facts, estimates or circumstances are untrue or incomplete in any material way.

(e) To the best of the knowledge and belief of the undersigned officer of the Issuer, there are no facts, estimates or circumstances that would materially change the representations, certifications or agreements set forth in this Certificate, and the expectations herein set out are reasonable.

(f) No arrangement exists under which the payment of principal or interest on the Bonds would be directly or indirectly guaranteed by the United States or any agency or instrumentality thereof.

(g) After the expiration of any applicable temporary periods, and excluding investments in a bona fide debt service fund or reserve fund, not more than five percent (5%) of the Proceeds of the Bonds will be (a) used to make loans which are guaranteed by the United States or any agency or instrumentality thereof, or (b) invested in federally insured deposits or accounts.

(h) The Issuer will file with the Internal Revenue Service in a timely fashion Form 8038-G, Information Return for Tax-Exempt Governmental Obligations with respect to the Bonds and such other reports required to comply with the Code and applicable Regulations.

(i) The Issuer will take no action which would cause the Bonds to become "private activity bonds" as defined in Section 141 (a) of the Code, including any use of

the Project by any person other than a governmental unit if such use will be by other than a member of the general public. None of the Proceeds of the Bonds will be used directly or indirectly to make or finance loans to any person other than a governmental unit.

(j) The Issuer will make no change in the nature or purpose of the Project except as provided in Section 6.1 hereof.

(k) Except as provided in the Resolution, the Issuer will not establish any sinking fund, bond fund, reserve fund, debt service fund or other fund reasonably expected to be used to pay debt service on the Bonds (other than the Bond Fund and any Reserve Fund), exercise its option to redeem Bonds prior to maturity or effect a refunding of the Bonds.

(l) No bonds or other obligations of the Issuer (1) were sold in the 15 days preceding the date of sale of the Bonds, (2) were sold or will be sold within the 15 days after the date of sale of the Bonds, (3) have been delivered in the past 15 days or (4) will be delivered in the next 15 days pursuant to a common plan of financing for the issuance of the Bonds and payable out of substantially the same source of revenues.

(m) None of the Proceeds of the Bonds will be used directly or indirectly to replace funds of the Issuer used directly or indirectly to acquire obligations having a yield higher than the Bond Yield.

(n) No portion of the Bonds is issued for the purpose of investing such portion at a higher yield than the Bond Yield.

(o) The Issuer does not expect that the Proceeds of the Bonds will be used in a manner that would cause them to be "arbitrage bonds" as defined in Section 148(a) of the Code. The Issuer does not expect that the Proceeds of the Bonds will be used in a manner that would cause the interest on the Bonds to be includible in the gross income of the owners of the Bonds under the Code. The Issuer will not intentionally use any portion of the Proceeds to acquire higher yielding investments.

(p) The Issuer will not use the Proceeds of the Bonds to exploit the difference between tax-exempt and taxable interest rates to obtain a material financial advantage.

(q) The Issuer has not issued more Bonds, issued the Bonds earlier, or allowed the Bonds to remain outstanding longer than is reasonably necessary to accomplish the governmental purposes of the Bonds and in fact, the Bonds will not remain outstanding longer than 120% of the economic useful life of the assets financed with the Proceeds of the Bonds.

(r) The Bonds will not be Hedge Bonds as described in Section 149(g)(3) of the Code because the Issuer reasonably expects that it will meet the Expenditure test set forth in Section 2.5(b) hereof and that 50% or more of the Proceeds will not be invested in Nonpurpose Investments having a substantially guaranteed yield for four or more years.

Except for costs of issuance, all Sale Proceeds and investment earnings thereon will be expended for costs of the type that would be chargeable to capital accounts under the Code pursuant to federal income tax principles if the Issuer were treated as a corporation subject to federal income taxation.

Section 2.2 Receipts and Expenditures of Sale Proceeds

Sale Proceeds (par plus re-offering premium of \$429,151.90), less underwriter's discount of \$34,629.25, received at Closing are expected to be deposited and expended as follows:

- (a) \$117,205 will be deposited into the Capitalized Interest Fund (as outlined in the Resolution) and used to pay interest on the Bonds through June 1, 2025; and
- (b) \$50,000 representing costs of issuing the Bonds will be used within six months of the Closing Date to pay the costs of issuance of the Bonds (with any excess remaining on deposit in the Project Fund); and
- (c) \$4,747,317.65 will be deposited into the Project Fund and will be used together with earnings thereon to pay the costs of the Project and will not exceed the amount necessary to accomplish the governmental purposes of the Bonds.

Section 2.3 Purpose of Bonds

The Issuer is issuing the Bonds to pay the costs of City capital projects, including opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, bridges, grade crossing separations and approaches; the acquisition, installation, and repair of sidewalks, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices, and the acquisition of any real estate needed for any of the foregoing purposes; rehabilitation and improvement of parks already owned, including the removal, replacement and planting of trees in the parks, and facilities, equipment, and improvements commonly found in city parks; and equipping the fire department; and City capital projects, including acquisition, construction, reconstruction, enlargement, improvement, and equipping of City facilities, including camera installation, replacement and maintenance, library handler equipment, public safety building maintenance and equipping the community center; and expanded public infrastructure, related amenities and site improvements.

Section 2.4 Facts Supporting Tax-Exemption Classification

Governmental Bonds

Private Business Use/Private Security or Payment Tests

The Bonds are considered to be governmental bonds. The Proceeds will be used for the purposes described in Section 2.3 hereof. These bonds are not private activity bonds because no amount of Proceeds of the Bonds is to be used in a trade or business carried on by a non-governmental unit. Rather, the Proceeds will be used to finance the

general government operations and facilities of the Issuer described in Section 2.3 hereof. None of the payment of principal or interest on the Bonds will be derived from, or secured by, money or property used in a trade or business of a non-governmental unit. In addition, none of the governmental operations or facilities of the Issuer being financed with the Proceeds of the Bonds are subject to any lease, management contract or other similar arrangement or to any arrangement for use other than as by the general public.

Private Loan Financing Test

No amount of Proceeds of the Bonds is to be used directly or indirectly to make or finance loans to persons other than governmental units.

Section 2.5 Facts Supporting Temporary Periods for Proceeds

(a) Time Test. Not later than six months after the Closing Date, the Issuer will incur a substantial binding obligation to a third party to expend at least 5% of the net Sale Proceeds of the Bonds.

(b) Expenditure Test. Not less than 85% of the net Sale Proceeds will be expended for Project costs, including the reimbursement of other funds expended to date, within a three-year temporary period from the Closing Date.

(c) Due Diligence Test. Not later than six months after Closing, work on the Project will have commenced and will proceed with due diligence to completion.

(d) Proceeds of the Bonds representing less than six months accrued interest on the Bonds will be spent within six months of this date to pay interest on the Bonds, and will be invested without restriction as to yield for a temporary period not in excess of six months.

Section 2.6 Resolution Funds at Restricted or Unrestricted Yield

(a) Proceeds of the Bonds will be held and accounted for in the manner provided in the Resolution. The Issuer has not and does not expect to create or establish any other bond fund, reserve fund, or similar fund or account for the Bonds. The Issuer has not and will not pledge any moneys or Taxable Obligations in order to pay debt service on the Bonds or restrict the use of such moneys or Taxable Obligations so as to give reasonable assurances of their availability for such purposes.

(b) Any monies which are invested beyond a temporary period are expected to constitute less than a major portion of the Bonds or to be restricted for investment at a yield not greater than one-eighth of one percent above the Bond Yield.

(c) The Issuer has established and will use the Bond Fund primarily to achieve a proper matching of revenues and debt service within each Bond Year and the Issuer will apply moneys deposited into the Bond Fund to pay the principal of and interest on the Bonds. Such Fund will be depleted at least once each Bond Year except for a reasonable carryover amount. The carryover amount will not exceed the greater of

(1) one year's earnings on the Bond Fund or (2) one-twelfth of Annual Debt Service. The Issuer will spend moneys deposited from time to time into such fund within 13 months after the date of deposit. Revenues, intended to be used to pay debt service on the Bonds, will be deposited into the Bond Fund as set forth in the Resolution. The Issuer will spend interest earned on moneys in such fund not more than 12 months after receipt. Accordingly, the Issuer will treat the Bond Fund as a bona fide debt service fund as defined in Regulation 1.148-1(b).

Investment of amounts on deposit in the Bond Fund will not be subject to arbitrage rebate requirements as the Bonds meet the safe harbor set forth in Regulation 1.148-3(k), because the average annual debt service on the Bonds will not exceed \$2,500,000; the Bonds meet the safe harbor set forth in Code Section 148(f)(4)(A)(ii) because the Bonds are not private activity bonds, the average maturity of the issue (determined in accordance with Code Section 147(b)(2)(A)) is at least 5 years and the rates of interest on the bonds which are part of the issue do not vary during the term of the issue; and the Bonds are expected to meet one or more of the spending exemptions from rebate as provided in Section 3.3 hereof.

(d) The Minor Portion of the Bonds will be invested without regard to yield.

Section 2.7 Pertaining to Yields

(a) The purchase price of all Taxable Obligations to which restrictions apply under this Certificate as to investment yield or rebate of Excess Earnings, if any, has been and shall be calculated using (i) the price taking into account discount, premium and accrued interest, as applicable, actually paid or (ii) the fair market value if less than the price actually paid and if such Taxable Obligations were not purchased directly from the United States Treasury. The Issuer will acquire all such Taxable Obligations directly from the United States Treasury or in an arm's length transaction without regard to any amounts paid to reduce the yield on such Taxable Obligations. The Issuer will not pay or permit the payment of any amounts (other than to the United States) to reduce the yield on any Taxable Obligations. Obligations pledged to the payment of debt service on the Bonds, or deposited into any reserve fund after they have been acquired by the Issuer will be treated as though they were acquired for their fair market value on the date of such pledge or deposit. Obligations on deposit in any reserve fund on the Closing Date shall be treated as if acquired for their fair market value on the Closing Date.

(b) Qualified guarantees have not been used in computing yield.

(c) The Bond Yield has been computed as not less than 2.850150% percent. This Bond Yield has been computed on the basis of a purchase price for the Bonds equal to the Issue Price.

Section 2.8 Reimbursement Bonds

(a) Not later than 60 days after payment of Original Expenditures, the Issuer has adopted an Official Intent and has declared its intention to make a Reimbursement

Allocation of Original Expenditures incurred in connection with Project Segment(s) from proceeds of the Reimbursement Bonds.

(b) The Reimbursement Allocation will occur on or before the later of (i) eighteen months after the Original Expenditures are paid or (ii) eighteen months after the first Project Segment is placed in service, but in no event more than three years after the Original Expenditures are paid.

(c) No other Reimbursement Allocation will be made except for Preliminary Expenditures.

(d) The Reimbursement Allocation has not been undertaken to avoid, in whole or in part, arbitrage yield restrictions or arbitrage rebate requirements and will not employ an abusive arbitrage device under Regulation 1.148-10.

(e) Within one year of the Closing Date, the Reimbursement Allocation will not be used in a manner that results in the creation of replacement proceeds, as defined in Regulation 1.148-1.

(f) For purposes of Section 2.8, the following terms shall have the meanings set forth below:

(1) "Official Intent" means a declaration of intent described under Regulation 1.150-2 to reimburse Original Expenditures with the proceeds of the Bonds.

(2) "Original Expenditure" means an expenditure for a governmental purpose that is originally paid from a source other than the Reimbursement Bonds.

(3) "Preliminary Expenditures", as defined in Regulation 1.150-2(f)(2), means architectural, engineering, surveying, soil tests, Reimbursement Bond issuance costs, and similar costs incurred prior to commencement of construction, rehabilitation or acquisition of a Project Segment which do not exceed 20% of the Issue Price of the portion of the Bonds that finances the Project Segment for which they were incurred.

(4) "Project Segment" means the costs, described in an Official Intent of the Issuer, incurred prior to the Closing Date to acquire, construct, or improve land, buildings or equipment excluding current operating expenses but including costs of issuing the Reimbursement Bonds.

(5) "Reimbursement Allocation" means written evidence of the use of Reimbursement Bond proceeds to reimburse a fund of the Issuer for Original Expenditures paid or advanced prior to the Closing Date and incurred in connection with a Project Segment.

(6) "Reimbursement Bonds" means the portion of the Bonds which are allocated to reimburse the Original Expenditures paid prior to the Closing Date and incurred in connection with a Project Segment.

ARTICLE III

REBATE

Section 3.1 Records

Sale Proceeds of the Bonds will be held and accounted for in the manner provided in the Resolution. The Issuer will maintain adequate records for funds created by the Resolution and this Certificate including all deposits, withdrawals, transfers from, transfers to, investments, reinvestments, sales, purchases, redemptions, liquidations and use of money or obligations until six years after the Final Bond Retirement Date.

Section 3.2 Rebate Fund

(a) In the Resolution, the Issuer has covenanted to pay to the United States the Rebate Amount, an amount equal to the Excess Earnings on the Gross Proceeds Funds, if any, at the times and in the manner required or permitted and subject to stated special rules and allowable exceptions.

(b) The Issuer may establish a fund pursuant to the Resolution and this Certificate which is herein referred to as the Rebate Fund. The Issuer will invest and expend amounts on deposit in the Rebate Fund in accordance with this Certificate.

(c) Moneys in the Rebate Fund shall be held by the Issuer or its designee and, subject to Sections 3.4, 3.5 and 6.1 hereof, shall be held for future payment to the United States as contemplated under the provisions of this Certificate and shall not constitute part of the trust estate held for the benefit of the owners of the Bonds or the Issuer.

(d) The Issuer will pay to the United States from legally available money of the Issuer (whether or not such available money is on deposit in any fund or account related to the Bonds) any amount which is required to be paid to the United States.

Section 3.3 Exceptions to Rebate

The Issuer reasonably expects that the Bonds are eligible for one or more exceptions from the arbitrage rebate rules set forth in the Regulations. If any Proceeds are ineligible, or become ineligible, for an exception to the arbitrage rebate rules, the Issuer will comply with the provisions of this Article III. A description of the applicable rebate exception(s) is as follows:

- \$5,000,000 Small Issuer Exception

The reasonably anticipated amount of tax-exempt bonds (other than private activity bonds) which will be issued by the Issuer and all subordinate entities of the Issuer during the calendar year will not exceed \$5,000,000.

If the City is not eligible for the small issuer exception in 2024, the following could apply:

- Eighteen-Month Exception

The Gross Proceeds of the Bonds are expected to be expended for the governmental purposes for which the Bonds were issued in accordance with the following schedule:

- 1) 15 percent spent within six months of the Closing Date;
- 2) 60 percent spent within one year of the Closing Date;
- 3) 100 percent spent within eighteen months of the Closing Date (subject to 5 percent retainage for not more than one year).

In any event, the Issuer expects that the 5% reasonable retainage will be spent within 30 months of the Closing Date. For purposes of determining compliance with the six-month and twelve-month spending periods, the amount of investment earnings included shall be based on the Issuer's reasonable expectations that the average annual interest rate on investments will be not more than 4%. For purposes of determining compliance with the eighteen-month spending period, the amount of investment earnings included shall be based on actual earnings. If the Issuer fails to meet the foregoing expenditure schedule, the Issuer shall comply with the arbitrage rebate requirements of the Code.

If the City applies the bond premium received to construction-eligible projects (not additional equipment), such that at least 75% of the proceeds are spent on construction projects; the 2 year exception may apply:

- Election to Treat as Construction Bonds.

The Issuer reasonably expects that more than 75 percent of the "available construction proceeds" ("ACP") of the Bonds, as defined in Section 148(f)(4)(C)(vi) of the Code, will be used for construction expenditures. ACP includes the issue price of the issue plus the earnings on such issue. Not less than the following percentages of the ACP will be spent within the following periods:

- 1) 10 percent spent within six months of the Closing Date;
- 2) 45 percent spent within one year of the Closing Date;
- 3) 75 percent spent within eighteen months of the Closing Date;
- 4) 100 percent spent within two years of the Closing Date (subject to 5 percent retainage for not more than one year).

In any event, the Issuer expects that the 5% reasonable retainage will be spent within a three-year period beginning on the Closing Date. A failure to spend an amount that does not exceed the

lesser of (i) 3% of the issue price or (ii) \$250,000, is disregarded if the Issuer exercises due diligence to complete the Project.

- Election with respect to future earnings

Pursuant to Section 1.148-7(h)(i)(3) of the Regulations, the Issuer shall calculate the amount of future earnings to be used in determining compliance with the first three spending periods based on its reasonable expectations that the average annual interest rate on investments of the ACP will be not more than 4%. Compliance with the final spending period shall be calculated using actual earnings.

If the Issuer fails to meet the foregoing expenditure schedule, the Issuer shall comply with the arbitrage rebate requirements of the Code.

Section 3.4 Calculation of Rebate Amount

(a) As soon after each Computation Date as practicable, the Issuer shall, if necessary, calculate and determine the Excess Earnings on the Gross Proceeds Funds (the "Rebate Amount"). All calculations and determinations with respect to the Rebate Amount will be made on the basis of actual facts as of the Computation Date and reasonable expectations as to future events.

(b) If the Rebate Amount exceeds the amount currently on deposit in the Rebate Fund, the Issuer may deposit an amount in the Rebate Fund such that the balance in the Rebate Fund after such deposit equals the Rebate Amount. If the amount in the Rebate Fund exceeds the Rebate Amount, the Issuer may withdraw such excess amount provided that such withdrawal can be made from amounts originally transferred to the Rebate Fund and not from earnings thereon, which may not be transferred, and only if such withdrawal may be made without liquidating investments at a loss.

Section 3.5 Rebate Requirements and the Bond Fund

It is expected that the Bond Fund described in the Resolution and Section 2.6(c) of this Certificate will be treated as a bona fide debt service fund as defined in Regulation 1.148-1(b). As such, any amount earned during a Bond Year on the Bond Fund and amounts earned on such amounts, if allocated to the Bond Fund, will not be taken into account in calculating the Rebate Amount for the reasons outlined in Section 2.6(c) hereof. However, should the Bond Fund cease to be treated as a bona fide debt service fund, the Bond Fund will become subject to the rebate requirements set forth in Section 3.4 hereof.

Section 3.6 Investment of the Rebate Fund

(a) Immediately upon a transfer to the Rebate Fund, the Issuer may invest all amounts in the Rebate Fund not already invested and held in the Rebate Fund, to the extent possible, in (1) SLGS, such investments to be made at a yield of not more than one-eighth of one percent above the Bond Yield, (2) Tax Exempt Obligations, (3) direct obligations of the United States or (4) certificates of deposit of any bank or savings and

loan association. All investments in the Rebate Fund shall be made to mature not later than the next Rebate Payment Date.

(b) If the Issuer invests in SLGS, the Issuer shall file timely subscription forms for such securities (if required). To the extent possible, amounts received from maturing SLGS shall be reinvested immediately in zero yield SLGS maturing on or before the next Rebate Payment Date.

Section 3.7 Payment to the United States

(a) On each Rebate Payment Date, the Issuer will pay to the United States at least ninety percent (90%) of the Rebate Amount less a computation credit of \$1,000 per Bond Year for which the payment is made.

(b) The Issuer will pay to the United States not later than sixty (60) days after the Final Bond Retirement Date all the rebatable arbitrage as of such date and any income attributable to such rebatable arbitrage as described in Regulation 1.148-3(f)(2).

(c) If necessary, on each Rebate Payment Date, the Issuer will mail a check to the Internal Revenue Service Center, Ogden, UT 84201. Each payment shall be accompanied by a copy of Form 8038-T, Arbitrage Rebate, filed with respect to the Bonds or other information reporting form as is required to comply with the Code and applicable Regulations.

Section 3.8 Records

(a) The Issuer will keep and retain adequate records with respect to the Bonds, the Gross Proceeds Funds, the Bond Fund, and the Rebate Fund until six years after the Final Bond Retirement Date. Such records shall include descriptions of all calculations of amounts transferred to the Rebate Fund, if any, and descriptions of all calculations of amounts paid to the United States as required by this Certificate. Such records will also show all amounts earned on moneys invested in such funds, and the actual dates and amounts of all principal, interest and redemption premiums (if any) paid on the Bonds.

(b) Records relating to the investments in such Funds shall completely describe all transfers, deposits, disbursements and earnings including:

(1) a complete list of all investments and reinvestments of amounts in each such Fund including, if applicable, purchase price, purchase date, type of security, accrued interest paid, interest rate, dated date, principal amount, date of maturity, interest payment dates, date of liquidation, receipt upon liquidation, market value of such investment on the Final Bond Retirement Date if held by the Issuer on the Final Bond Retirement Date, and market value of the investment on the date pledged to the payment of the Bonds or the Closing Date if different from the purchase date.

(2) the amount and source of each payment to, and the amount, purpose and payee of each payment from, each such Fund.

Section 3.9 Additional Payments

The Issuer hereby agrees to pay to the United States from legally available money of the Issuer (whether or not such available money is on deposit in any fund or account related to the Bonds) any amount which is required to be paid to the United States, but which is not available in a fund related to the Bonds for transfer to the Rebate Fund or payment to the United States.

ARTICLE IV

INVESTMENT RESTRICTIONS

Section 4.1 Avoidance of Prohibited Payments

The Issuer will not enter into any transaction that reduces the amount required to be deposited into the Rebate Fund or paid to the United States because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Bond Yield not been relevant to either party. The Issuer will not invest or direct the investment of any funds in a manner which reduces an amount required to be paid to the United States because such transaction results in a small profit or larger loss than would have resulted if the transaction had been at arm's length and had the Bond Yield not been relevant to the Issuer. In particular, notwithstanding anything to the contrary contained herein or in the Resolution, the Issuer will not invest or direct the investment of any funds in a manner which would violate any provision of this Article IV.

Section 4.2 Market Price Requirement

(a) The Issuer will not purchase or direct the purchase of Taxable Obligations for more than the then available market price for such Taxable Obligations. The Issuer will not sell, liquidate or direct the sale or liquidation of Taxable Obligations for less than the then available market price.

(b) For purposes of this Certificate, United States Treasury obligations purchased directly from the United States Treasury will be deemed to be purchased at the market price.

Section 4.3 Investment in Certificates of Deposit

(a) Notwithstanding anything to the contrary contained herein or in the Resolution, the Issuer will invest or direct the investment of funds on deposit in the Reserve Fund, any other Gross Proceeds Fund, the Bond Fund, and the Rebate Fund, in a certificate of deposit of a bank or savings bank which is permitted by law and by the Resolution only if the purchase price of such a certificate of deposit is treated as its fair market value on the purchase date and if the yield on the certificate of deposit is not less than (1) the yield on reasonably comparable direct obligations of the United States; and

(2) the highest yield that is published or posted by the provider to be currently available from the provider on reasonably comparable certificates of deposit offered to the public.

(b) The certificate of deposit described in paragraph 4.3(a) above must be executed by a dealer who maintains an active secondary market in comparable certificates of deposit and must be based on actual trades adjusted to reflect the size and term of that certificate of deposit and the stability and reputation of the bank or savings bank issuing the certificate of deposit.

Section 4.4 Investment Pursuant to Investment Contracts and Agreements

The Issuer will invest or direct the investment of funds on deposit in the Gross Proceeds Funds, the Bond Fund, and the Rebate Fund pursuant to an investment contract (including a repurchase agreement) only if all of the following requirements are satisfied:

(a) The Issuer makes a bona fide solicitation for the purchase of the investment. A bona fide solicitation is a solicitation that satisfies all of the following requirements:

(1) The bid specifications are in writing and are timely forwarded to potential providers.

(2) The bid specifications include all material terms of the bid. A term is material if it may directly or indirectly affect the yield or the cost of the investment.

(3) The bid specifications include a statement notifying potential providers that submission of a bid is a representation that the potential provider did not consult with any other potential provider about its bid, that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the issuer or any other person (whether or not in connection with the Bonds), and that the bid is not being submitted solely as a courtesy to the issuer or any other person for purposes of satisfying the requirements of paragraph (d)(6)(iii)(B)(1) or (2) of Section 1.148-5 of the Regulations.

(4) The terms of the bid specifications are commercially reasonable. A term is commercially reasonable if there is a legitimate business purpose for the term other than to increase the purchase price or reduce the yield of the investment.

(5) For purchases of guaranteed investment contracts only, the terms of the solicitation take into account the Issuer's reasonably expected deposit and drawdown schedule for the amounts to be invested.

(6) All potential providers have an equal opportunity to bid and no potential provider is given the opportunity to review other bids (i.e., a last look) before providing a bid.

(7) At least three reasonably competitive providers are solicited for bids. A reasonably competitive provider is a provider that has an established industry reputation as a competitive provider of the type of investments being purchased.

(b) The bids received by the Issuer meet all of the following requirements:

(1) The Issuer receives at least three bids from providers that the Issuer solicited under a bona fide solicitation meeting the requirements of paragraph (d)(6)(iii)(A) of Section 1.148-5 of the Regulations and that do not have a material financial interest in the issue. A lead underwriter in a negotiated underwriting transaction is deemed to have a material financial interest in the issue until 15 days after the issue date of the issue. In addition, any entity acting as a financial advisor with respect to the purchase of the investment at the time the bid specifications are forwarded to potential providers has a material financial interest in the issue. A provider that is a related party to a provider that has a material financial interest in the issue is deemed to have a material financial interest in the issue.

(2) At least one of the three bids described in paragraph (d)(6)(iii)(B)(1) of Section 1.148-5 of the Regulations is from a reasonably competitive provider, within the meaning of paragraph (d)(6)(iii)(A)(7) of Section 1.148-5 of the Regulations.

(3) If the Issuer uses an agent to conduct the bidding process, the agent did not bid to provide the investment.

(c) The winning bid meets the following requirements:

(1) Guaranteed investment contracts. If the investment is a guaranteed investment contract, the winning bid is the highest yielding bona fide bid (determined net of any broker's fees).

(2) Other investments. If the investment is not a guaranteed investment contract, the winning bid is the lowest cost bona fide bid (including any broker's fees).

(d) The provider of the investments or the obligor on the guaranteed investment contract certifies the administrative costs that it pays (or expects to pay, if any) to third parties in connection with supplying the investment.

(e) The Issuer will retain the following records with the bond documents until three years after the last outstanding bond is redeemed:

(1) For purchases of guaranteed investment contracts, a copy of the contract, and for purchases of investments other than guaranteed investment contracts, the purchase agreement or confirmation.

(2) The receipt or other record of the amount actually paid by the Issuer for the investments, including a record of any administrative costs paid by the Issuer, and the certification under paragraph (d)(6)(iii)(D) of Section 1.148-5 of the Regulations.

(3) For each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results.

(4) The bid solicitation form and, if the terms of the purchase agreement or the guaranteed investment contract deviated from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation.

(5) For purchases of investments other than guaranteed investment contracts, the cost of the most efficient portfolio of State and Local Government Series Securities, determined at the time that the bids were required to be submitted pursuant to the terms of the bid specifications.

Section 4.5 Records

The Issuer will maintain records of all purchases, sales, liquidations, investments, reinvestments, redemptions, disbursements, deposits, and transfers of amounts on deposit.

Section 4.6 Investments to be Legal

All investments required to be made pursuant to this Certificate shall be made to the extent permitted by law. In the event that any such investment is determined to be ultra vires, it shall be liquidated and the proceeds thereof shall be invested in a legal investment, provided that prior to reinvesting such proceeds, the Issuer shall obtain an opinion of Bond Counsel to the effect that such reinvestment will not cause the Bonds to become arbitrage bonds under Sections 103, 148, 149, or any other applicable provision of the Code.

ARTICLE V

GENERAL COVENANTS

The Issuer hereby covenants to perform all acts within its power necessary to ensure that the reasonable expectations set forth in Article II hereof will be realized. The Issuer reasonably expects to comply with all covenants contained in this Certificate.

ARTICLE VI

AMENDMENTS AND ADDITIONAL AGREEMENTS

Section 6.1 Opinion of Bond Counsel; Amendments

The various provisions of this Certificate need not be observed and this Certificate may be amended or supplemented at any time by the Issuer if the Issuer receives an opinion or

opinions of Bond Counsel that the failure to comply with such provisions will not cause any of the Bonds to become "arbitrage bonds" under the Code and that the terms of such amendment or supplement will not cause any of the Bonds to become "arbitrage bonds" under the Code, or otherwise cause interest on any of the Bonds to become includable in gross income for federal income tax purposes.

Section 6.2 Additional Covenants, Agreements

The Issuer hereby covenants to make, execute and enter into (and to take such actions, if any, as may be necessary to enable it to do so) such agreements as may be necessary to comply with any changes in law or regulations in order to preserve the tax-exempt status of the Bonds to the extent that it may lawfully do so. The Issuer further covenants (1) to impose such limitations on the investment or use of moneys or investments related to the Bonds, (2) to make such payments to the United States Treasury, (3) to maintain such records, (4) to perform such calculations, and (5) to perform such other lawful acts as may be necessary to preserve the tax-exempt status of the Bonds.

Section 6.3 Internal Revenue Service Audits

The Internal Revenue Service has not audited the Issuer regarding any obligations issued by or on behalf of the Issuer. To the best knowledge of the Issuer, no such obligations of the Issuer are currently under examination by the Internal Revenue Service.

Section 6.4 Amendments

Except as otherwise provided in Section 6.1 hereof, all the rights, powers, duties and obligations of the Issuer shall be irrevocable and binding upon the Issuer and shall not be subject to amendment or modification by the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Certificate to be executed by its duly authorized officer, all as of the day first above written.

 Controller/City Treasurer, City of Cedar Falls,
 State of Iowa

(SEAL)

EXHIBIT "A"**\$4,520,000 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2024****CEDAR FALLS, IOWA****ISSUE PRICE CERTIFICATE**

The undersigned, on behalf of FHN Financial Capital Markets ("Purchaser"), hereby certifies as set forth below with respect to the sale of the above-captioned obligations (the "Bonds").

1. Reasonably Expected Initial Offering Price.

a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by Purchaser are the prices listed in Schedule A (the "Expected Offering Prices"). The Expected Offering Prices are the prices for the Maturities of the Bonds used by Purchaser in formulating its bid to purchase the Bonds. Attached as Schedule B is a true and correct copy of the bid provided by Purchaser to purchase the Bonds.

b) Purchaser was not given the opportunity to review other bids prior to submitting its bid.

c) The bid submitted by Purchaser constituted a firm offer to purchase the Bonds.

2. *Defined Terms.*

a) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

b) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

c) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is October 7, 2024.

d) *Underwriter* means (i) the Purchaser or any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Purchaser's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Exemption Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Ahlers & Cooney, P.C. in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

FHN FINANCIAL CAPITAL MARKETS

By: _____

Name: _____

Dated: November 13, 2024

SCHEDULE A
EXPECTED OFFERING PRICES
(Attached)

SCHEDULE B
COPY OF UNDERWRITER'S BID
(Attached)

CERTIFICATE OF MUNICIPAL ADVISOR

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the City of Cedar Falls, State of Iowa (the "Issuer"), in connection with the issuance of \$4,520,000 General Obligation Capital Loan Notes, Series 2024 (the "Notes") dated November 13, 2024. The Notes are being issued pursuant to a Resolution of the Issuer approved on October 21, 2024 (the "Resolution"). The Issuer covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate; Interpretation. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Holders and Beneficial Owners of the Notes and in order to assist the Participating Underwriters in complying with S.E.C. Rule 15c2-12(b)(5). This Disclosure Certificate shall be governed by, construed and interpreted in accordance with the Rule, and, to the extent not in conflict with the Rule, the laws of the State. Nothing herein shall be interpreted to require more than required by the Rule.

Section 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Financial Information" shall mean financial information or operating data of the type included in the final Official Statement, provided at least annually by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Notes (including persons holding Notes through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Notes for federal income tax purposes.

"Business Day" shall mean a day other than a Saturday or a Sunday or a day on which banks in Iowa are authorized or required by law to close.

"Dissemination Agent" shall mean the Issuer or any Dissemination Agent designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

"Financial Obligation" shall mean a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with S.E.C. Rule 15c2-12.

"Holders" shall mean the registered holders of the Notes, as recorded in the registration books of the Registrar.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"Municipal Securities Rulemaking Board" or "MSRB" shall mean the Municipal Securities Rulemaking Board, 1300 I Street NW, Suite 1000, Washington, DC 20005.

"National Repository" shall mean the MSRB's Electronic Municipal Market Access website, a/k/a "EMMA" (emma.msrb.org).

"Official Statement" shall mean the Issuer's Official Statement for the Notes, dated _____, 2024.

"Participating Underwriter" shall mean any of the original underwriters of the Notes required to comply with the Rule in connection with offering of the Notes.

"Rule" shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission (S.E.C.) under the Securities Exchange Act of 1934, and any guidance and procedures thereunder published by the S.E.C., as the same may be amended from time to time.

"State" shall mean the State of Iowa.

Section 3. Provision of Annual Financial Information.

a) The Issuer shall, or shall cause the Dissemination Agent to, not later than two hundred seventy (270) days after the end of the Issuer's fiscal year (presently June 30th), commencing with information for the 2023/2024 fiscal year, provide to the National Repository an Annual Financial Information filing consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Financial Information filing must be submitted in such format as is required by the MSRB (currently in "searchable PDF" format). The Annual Financial Information filing may be submitted as a single document or as separate documents comprising a package. The Annual Financial Information filing may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Financial Information filing and later than the date required above for the filing of the Annual Financial Information if they are not available by that date. If the Issuer's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c).

b) If the Issuer is unable to provide to the National Repository the Annual Financial Information by the date required in subsection (a), the Issuer shall send a notice to the Municipal Securities Rulemaking Board, if any, in substantially the form attached as Exhibit A.

c) The Dissemination Agent shall:

i. each year file Annual Financial Information with the National Repository; and

ii. (if the Dissemination Agent is other than the Issuer), file a report with the Issuer certifying that the Annual Financial Information has been filed pursuant to this Disclosure Certificate, stating the date it was filed.

Section 4. Content of Annual Financial Information. The Issuer's Annual Financial Information filing shall contain or incorporate by reference the following:

a) The last available audited financial statements of the Issuer for the prior fiscal year, prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under State law, as in effect from time to time, or, if and to the extent such financial statements have not been prepared in accordance with generally accepted accounting principles, noting the discrepancies therefrom and the effect thereof. If the Issuer's audited financial statements for the preceding years are not available by the time Annual Financial Information is required to be filed pursuant to Section 3(a), the Annual Financial Information filing shall contain unaudited financial statements of the type included in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Financial Information when they become available.

b) A table, schedule or other information prepared as of the end of the preceding fiscal year, of the type contained in the final Official Statement under the caption "Property Valuations" (formerly identified as "City Property Values"), "Trend of Valuations", "Larger Taxpayers", "Direct Debt", "Indirect General Obligation Debt", "Debt Ratios", "Tax Rates", and "Levies and Tax Collections".

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which have been filed with the National Repository. The Issuer shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

a) Pursuant to the provisions of this Section, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Notes in a timely manner not later than 10 Business Days after the day of the occurrence of the event:

- i. Principal and interest payment delinquencies;
- ii. Non-payment related defaults, if material;
- iii. Unscheduled draws on debt service reserves reflecting financial difficulties;
- iv. Unscheduled draws on credit enhancements relating to the Notes reflecting financial difficulties;
- v. Substitution of credit or liquidity providers, or their failure to perform;

vi. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax-exempt status of the Series Notes, or material events affecting the tax-exempt status of the Notes;

vii. Modifications to rights of Holders of the Notes, if material;

viii. Note calls (excluding sinking fund mandatory redemptions), if material, and tender offers;

ix. Defeasances of the Notes;

x. Release, substitution, or sale of property securing repayment of the Notes, if material;

xi. Rating changes on the Notes;

xii. Bankruptcy, insolvency, receivership or similar event of the Issuer;

xiii. The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

xiv. Appointment of a successor or additional trustee or the change of name of a trustee, if material;

xv. Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material; and

xvi. Default, event of acceleration, termination event, modification of terms or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

b) Whenever the Issuer obtains the knowledge of the occurrence of a Listed Event, the Issuer shall determine if the occurrence is subject to notice only if material, and if so shall as soon as possible determine if such event would be material under applicable federal securities laws.

c) If the Issuer determines that knowledge of the occurrence of a Listed Event is not subject to materiality, or determines such occurrence is subject to materiality and would be material under applicable federal securities laws, the Issuer shall promptly, but not later than 10 Business Days after the occurrence of the event, file a notice of such

occurrence with the Municipal Securities Rulemaking Board through the filing with the National Repository.

Section 6. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate with respect to each Series of Notes shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Notes of that Series or upon the Issuer's receipt of an opinion of nationally recognized bond counsel to the effect that, because of legislative action or final judicial action or administrative actions or proceedings, the failure of the Issuer to comply with the terms hereof will not cause Participating Underwriters to be in violation of the Rule or other applicable requirements of the Securities Exchange Act of 1934, as amended.

Section 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Issuer pursuant to this Disclosure Certificate. The initial Dissemination Agent shall be the Issuer.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

- a) If the amendment or waiver relates to the provisions of Section 3(a), 4, or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Notes, or the type of business conducted;
- b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Notes, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and
- c) The amendment or waiver either (i) is approved by the Holders of the Notes in the same manner as provided in the Resolution for amendments to the Resolution with the consent of Holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners of the Notes.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the Issuer shall describe such amendment in the next Annual Financial Information filing, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(c), and (ii) the Annual Financial Information filing for the year in which the change is made will present a comparison or other discussion in narrative form (and also, if feasible, in

quantitative form) describing or illustrating the material differences between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Financial Information filing or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Financial Information filing or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Certificate to update such information or include it in any future Annual Financial Information filing or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any Holder or Beneficial Owner of the Notes may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. Direct, indirect, consequential and punitive damages shall not be recoverable by any person for any default hereunder and are hereby waived to the extent permitted by law. A default under this Disclosure Certificate shall not be deemed an event of default under the Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Notes.

Section 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters and Holders and Beneficial Owners from time to time of the Notes, and shall create no rights in any other person or entity.

Section 13. Rescission Rights. The Issuer hereby reserves the right to rescind this Disclosure Certificate without the consent of the Holders in the event the Rule is repealed by the S.E.C. or is ruled invalid by a federal court and the time to appeal from such decision has expired. In the event of a partial repeal or invalidation of the Rule, the Issuer hereby reserves the right to rescind those provisions of this Disclosure Certificate that were required by those parts of the Rule that are so repealed or invalidated.

Date: 13th day of November, 2024.

CITY OF CEDAR FALLS, STATE OF IOWA

By: _____
Daniel Laudick, Mayor

ATTEST:

By: _____
Kim Kerr, City Clerk

EXHIBIT A

NOTICE TO NATIONAL REPOSITORY OF FAILURE TO FILE ANNUAL FINANCIAL INFORMATION

Name of Issuer: City of Cedar Falls, Iowa.

Name of Note Issue: \$4,520,000 General Obligation Capital Loan Notes, Series 2024

Dated Date of Issue: November 13, 2024

NOTICE IS HEREBY GIVEN that the Issuer has not provided Annual Financial Information with respect to the above-named Notes as required by Section 3 of the Continuing Disclosure Certificate delivered by the Issuer in connection with the Notes. The Issuer anticipates that the Annual Financial Information will be filed by _____.

Dated: _____ day of _____, 20__.

CITY OF CEDAR FALLS, STATE OF IOWA

By: _____
Its: _____

02392375\10283-193

LOAN AGREEMENT

This Loan Agreement is entered into as of the 13th day of November, 2024, by and between the City of Cedar Falls, State of Iowa (the "City") acting through its City Council (the "Council") and FHN Financial Capital Markets of Memphis, Tennessee (the "Lender"). The parties agree as follows:

1. The Lender shall loan to the City the sum of \$4,914,522.65, and the City's obligation to repay hereunder shall be evidenced by the issuance of General Obligation Capital Loan Notes, Series 2024, in the aggregate principal amount of \$4,520,000 (the "Notes").

2. The loan proceeds shall be used to pay costs of City capital projects, including opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, bridges, grade crossing separations and approaches; the acquisition, installation, and repair of sidewalks, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices, and the acquisition of any real estate needed for any of the foregoing purposes; rehabilitation and improvement of parks already owned, including the removal, replacement and planting of trees in the parks, and facilities, equipment, and improvements commonly found in city parks; and equipping the fire department; and City capital projects, including acquisition, construction, reconstruction, enlargement, improvement, and equipping of City facilities, including camera installation, replacement and maintenance, library handler equipment, public safety building maintenance and equipping the community center; and expanded public infrastructure, related amenities and site improvements (the "Project"). Any remaining loan proceeds, including accrued interest, if any, shall be deposited in the Note Fund (defined in the Resolution hereinafter referred to) and shall be held therein and used, along with other amounts therein, to pay interest on the Notes on June 1, 2025.

3. The City agrees to repay the loan and interest thereon as hereinafter provided. The Notes, in substantially the form set forth in the Resolution hereinafter referred to, shall be executed and delivered to the Lender to evidence the City's obligation to repay the amounts payable hereunder. The Notes shall be dated November 13, 2024, shall bear interest payable June 1, 2025, and semiannually thereafter on the first day of June and December in each year at the respective rates and shall mature in principal amounts in each of the respective years, as follows:

Principal Amount	Interest Rate	Maturity June 1 st
\$250,000	5.000%	2026
\$610,000	5.000%	2027
\$290,000	5.000%	2028
\$305,000	5.000%	2029
\$320,000	5.000%	2030
\$340,000	5.000%	2031
\$355,000	5.000%	2032
\$370,000	5.000%	2033
\$390,000	5.000%	2034
\$410,000	4.000%	2035
\$430,000	4.000%	2036
\$450,000	4.000%	2037

4. The Council has adopted a Resolution (the "Resolution") authorizing and approving the form of this Loan Agreement and providing for the issuance and securing the payment of the Notes and establishing the terms thereof, and the Resolution is incorporated herein by reference, and the parties agree to abide by the terms and provisions of the Resolution. The Notes and the interest thereon shall be payable from the levy of a sufficient continuing annual tax on all the taxable property within the territory of the City and provision has been made in the Resolution for the levy and collection of such tax.

5. The City may borrow additional money, issue general obligation bonds or enter into other loan agreements and issue additional Notes which are at the time of their issuance on a parity and equality of rank with the Notes with respect to the lien and claim of such collection of taxes thereof provided that the total indebtedness of the City including this Loan Agreement and Notes issued hereunder does not exceed the Constitutional or statutory limitations.

6. The Lender is acquiring the Notes with the intent of making offers and sales of the Notes to the public. The Lender agrees to comply with all federal and state securities laws and the rules and regulations of the Securities and Exchange Commission and the Municipal Securities Rulemaking Board, including but not limited to Rules 15c2-12 and 10b-5, in making offers and sales of the Notes to the public. All such information provided by the City will be true and correct in all material respects. When the Official Statement is in a form acceptable to the City, the City agrees to "deem final" the Official Statement for purposes of Rule 15c2-12 and to provide the Lender with a certification with respect thereto.

7. The Lender and the City represent and agree that no financial advisory relationship as defined by Rule G-23 of the Municipal Securities Rulemaking Board has existed between them with respect to this Loan Agreement or presently exists between them with respect to other similar matters and that no employee of the Lender is an employee or official of the City.

8. This Loan Agreement is executed pursuant to the provisions of Sections 384.24A, 384.25, 384.26 and 384.28 of the Code of Iowa, as amended, and shall be read and construed as conforming to all provisions and requirements thereof.

9. The City and the Lender agree this Agreement and all documents related thereto and referenced herein may be entered into and provided for pursuant to and in accordance with Chapter 554D of the Code of Iowa (providing for electronic execution).

IN WITNESS WHEREOF, we have hereunto affixed our signatures all as of the date first above written.

CITY OF CEDAR FALLS, STATE OF IOWA
(City)

By: _____
Daniel Laudick, Mayor

ATTEST:

By: _____
Kim Kerr, City Clerk

(SEAL)

FHN FINANCIAL CAPITAL MARKETS
(Lender)

By: _____
(Signature)

(Name)

(Title)

DELIVERY CERTIFICATE

We the undersigned City Officials, do hereby certify that we are the officers, respectively below indicated, of a municipal corporation in the State of Iowa, known as the City of Cedar Falls, State of Iowa; that in pursuance of the provisions of Sections 384.24A, 384.25, 384.26 and 384.28, Code of Iowa, there have been heretofore lawfully authorized and this day by us lawfully executed, issued, caused to be registered, authenticated and delivered fully registered General Obligation Capital Loan Notes, Series 2024, of the City of Cedar Falls, State of Iowa, in the amount of \$4,520,000, dated November 13, 2024, bearing interest and maturing as follows:

<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Maturity June 1st</u>
\$250,000	5.000%	2026
\$610,000	5.000%	2027
\$290,000	5.000%	2028
\$305,000	5.000%	2029
\$320,000	5.000%	2030
\$340,000	5.000%	2031
\$355,000	5.000%	2032
\$370,000	5.000%	2033
\$390,000	5.000%	2034
\$410,000	4.000%	2035
\$430,000	4.000%	2036
\$450,000	4.000%	2037

Each of the Notes has been executed with the manual or facsimile signature of the Mayor and the manual or facsimile signature of the City Clerk of the City.

The Notes have been delivered to DTC on behalf of:

FHN Financial Capital Markets of Memphis, Tennessee

and have been paid for in accordance with the terms of the contract of sale and at a price of \$4,914,522.65, and accrued interest.

We further certify that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City, or the titles of the undersigned City officers to their respective positions, or the validity of the Notes, or the power and duty of the City to provide and apply adequate taxes for the full and prompt payment of the principal and interest of the Notes, and that no measure or provision for the authorization or issuance of the Notes has been repealed or rescinded.

We further certify that due provision has been made for the collection of sufficient taxes to meet all payments coming due, whether of principal or of interest on the Note Issue; that all payments coming due before the next collection of the tax provided for as aforesaid will be paid

promptly when due from cash on hand; and that the proceedings authorizing the issuance and delivery of the Notes remain in full force and effect and have not been withdrawn, amended or rescinded.

To the best of our knowledge, information and belief, we further certify that the Official Statement dated _____, 2024, as of its date and the date hereof, did not and does not contain any untrue statement of material fact or omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

We further certify that each of the officers whose signatures appear on the Notes were in occupancy and possession of their respective offices at the time the Notes were executed and do hereby adopt and affirm their signatures appearing in the Notes.

We further certify that the present financial condition of the Note is as follows:

Assessed and taxable value of all taxable property within the City, except moneys and credits and tax free lands (Year 2024/2025), according to the last completed State and County tax lists (100% - Before Rollback)	\$4,555,470,532
Total general obligation bonded indebtedness of the City, <u>including this issue</u>	\$16,325,000
All other general obligation indebtedness, (including warrants, judgments, contracts of purchase or lease/purchase, self-insurance or local government risk pool obligations, loan agreements, and revenue bonds issued under Code Section 403.9), of the City of any kind	\$1,698,148 (UR)

IN WITNESS WHEREOF, we have hereunto affixed our hands at the City of Cedar Falls, State of Iowa, this 13th day of November, 2024.

Mayor

City Clerk

Controller/City Treasurer

(CITY SEAL)

TRANSCRIPT CERTIFICATE

I, the undersigned, being first duly sworn, do hereby depose and certify that I am the duly appointed, qualified and acting City Clerk of the City of Cedar Falls, State of Iowa, and that as such Clerk I have in my possession or have access to the complete corporate records of the City and of its Council and officials, and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that the transcript hereto attached is a true and complete copy of all the corporate records in relation to the authorization, issuance and disposition of \$4,520,000 General Obligation Capital Loan Notes, Series 2024, of the City dated November 13, 2024, and that the transcript hereto attached contains a true and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time, in relation to the authorization, issuance and disposition of the Notes, and that the City Council consists of a Mayor and seven (7) Council Members, and that the offices were duly and lawfully filled by the individuals listed in the attached transcript as of the dates and times referred to therein.

I further certify that the City is and throughout the period of such proceedings has been governed under the Mayor/Council form of municipal government authorized by Chapter 372, Code of Iowa, under the provisions of its charter as recorded with the Secretary of State.

I further certify that according to the records in my office, the named members of the Council were duly and regularly elected to such office, and were, during all of the year 2024, and now are, the legally elected, constituted and acting City Council of the City.

I further certify that no litigation is pending, prayed or threatened affecting the validity of the Notes hereinabove referred to, nor affecting the title of any of the City officers and Council Members to their official positions.

I further certify that all meetings of the City Council of the City at which action was taken in connection with the Notes were open to the public at all times in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and was duly given at least twenty-four hours prior to the commencement of the meeting by notification of the communications media having requested such notice and posted on a bulletin board or other prominent place designated for the purpose and easily accessible to the public at the principal office of the Council all pursuant to the provisions and in accordance with the conditions of the local rules of the Council and Chapter 21, Code of Iowa.

I further certify that no City officer or employee has any interest in the contract for the sale of the Notes or any matter incidental thereto, according to my best knowledge and belief.

WITNESS my hand and the seal of the City hereto attached this _____ day of _____, 2024, at Cedar Falls, Iowa.

City Clerk, City of Cedar Falls, State of Iowa

(SEAL)

Finally, the below stated officers whose signatures appear hereafter are now the duly qualified and acting officials of the City, possessed of the offices as designated below, to-wit:

Mayor: Danny Laudick

(Original Signature)

Clerk: Kim Kerr

(Original Signature)

Director of Finance & Business Operations: Jennifer Rodenbeck

(Original Signature)

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

Subscribed and sworn to before me by Danny Laudick, Kim Kerr and Jennifer Rodenbeck on this _____ day of _____, 2024.

Notary Public in and for Black Hawk County,
Iowa

(SEAL)

COUNTY AUDITOR'S CERTIFICATE

I, _____, County Auditor of Black Hawk County, State of Iowa, hereby certify that on the _____ day of _____, 2024 there was filed in my office the Resolution of the City Council of the City of Cedar Falls, State of Iowa, adopted on the 21st day of October, 2024, the Resolution authorizing execution of a Loan Agreement and authorizing the issuance of \$4,520,000 of General Obligation Capital Loan Notes, Series 2024, and levying a tax therefor, dated November 13, 2024.

(COUNTY SEAL)

County Auditor of Black Hawk County, State
of Iowa

(Rev. October 2021)

▶ Under Internal Revenue Code section 149(e)

▶ See separate instructions.

OMB No. 1545-0047

Department of the Treasury
Internal Revenue Service

Caution: If the issue price is under \$100,000, use Form 8038-GC.

▶ Go to www.irs.gov/F8038G for instructions and the latest information.

Part I Reporting Authority		Check box if Amended Return <input type="checkbox"/>	
1 Issuer's name <u>City of Cedar Falls, Iowa</u>		2 Issuer's employer identification number (EIN) <u>42-6004332</u>	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address) <u>220 Clay Street</u>	Room/suite	5 Report number (For IRS Use Only) <u>3</u>	
6 City, town, or post office, state, and ZIP code <u>Cedar Falls, Iowa 50613</u>		7 Date of issue <u>11/13/2024</u>	
8 Name of issue <u>\$4,520,000 General Obligation Capital Loan Notes, Series 2024</u>		9 CUSIP number <u>150195 4Q5</u>	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information <u>Lisa Roeding, Controller/City Treasurer</u>		10b Telephone number of officer or other employee shown on 10a <u>(319) 273-8600</u>	

Part II Type of Issue (Enter the issue price.) See the instructions and attach schedule.

11	Education	11	
12	Health and hospital	12	
13	Transportation	13	<u>3,780,498.47</u>
14	Public safety	14	
15	Environment (including sewage bonds)	15	
16	Housing	16	
17	Utilities	17	
18	Other. Describe ▶ <u>see attached</u>	18	<u>1,168,653.43</u>
19a	If bonds are TANs or RANs, check only box 19a <input type="checkbox"/>		
b	If bonds are BANs, check only box 19b <input type="checkbox"/>		
20	If bonds are in the form of a lease or installment sale, check box <input type="checkbox"/>		

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	<u>06/01/2037</u>	<u>\$ 4,949,151.90</u>	<u>\$ 4,520,000</u>	<u>7.270</u> years	<u>2.8502 %</u>

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22	Proceeds used for accrued interest	22	<u>-0-</u>
23	Issue price of entire issue (enter amount from line 21, column (b))	23	<u>4,949,151.90</u>
24	Proceeds used for bond issuance costs (including underwriters' discount)	24	<u>84,629.25</u>
25	Proceeds used for credit enhancement	25	<u>-0-</u>
26	Proceeds allocated to reasonably required reserve or replacement fund	26	<u>-0-</u>
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V	27	<u>-0-</u>
28	Proceeds used to refund prior taxable bonds. Complete Part V	28	<u>-0-</u>
29	Total (add lines 24 through 28)	29	<u>84,629.25</u>
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	<u>4,864,522.65</u>

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31	Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	years
32	Enter the remaining weighted average maturity of the taxable bonds to be refunded	years
33	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	
34	Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 10-2021)

Part VI Miscellaneous

- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) **35**
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions **36a**
- b** Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____
- c** Enter the name of the GIC provider ▶ _____
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units **37**
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ and enter the following information:
 - b** Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____
 - c** Enter the EIN of the issuer of the master pool bond ▶ _____
 - d** Enter the name of the issuer of the master pool bond ▶ _____
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶
- 41a** If the issuer has identified a hedge, check here ▶ and enter the following information:
 - b** Name of hedge provider ▶ _____
 - c** Type of hedge ▶ _____
 - d** Term of hedge ▶ _____
- 42** If the issuer has superintegrated the hedge, check box ▶
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box ▶
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here ▶ and enter the amount of reimbursement ▶ _____
- b** Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

▶ _____ Date ▶ _____ **Lisa Roeding, Controller/City Treasurer**
 Signature of issuer's authorized representative Type or print name and title

Paid Preparer Use Only	Print/Type preparer's name J. Eric Boehlert	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN P01077288
	Firm's name ▶ Ahlers & Cooney, P.C.			Firm's EIN ▶ 42-1323559	
	Firm's address ▶ 100 Court Ave., Ste. 600, Des Moines, Iowa 50309			Phone no. 515-243-7611	

CITY OF CEDAR FALLS, IOWA
COUNTY OF BLACK HAWK
STATE OF IOWA

**NOTICE OF PROPOSED FINAL
ASSESSMENT PROCEEDINGS**

v.

CYGNUS PROPERTIES LLC

TO THE ABOVE-NAMED PERSON(S):	CYGNUS PROPERTIES LLC
PROPERTY DESCRIPTION:	422 Performance Dr, Cedar Falls, Iowa Black Hawk County Parcel #8914-36-328-008
LEGAL DESCRIPTION OF PROPERTY:	CF INDUSTRIAL PARK PHASE XIV LOT 15 AND LOT 16, Cedar Falls, Black Hawk County, Iowa.

YOU ARE HEREBY NOTIFIED that there is a proposed resolution to place a lien on the property named above in order to collect the costs incurred by the City of Cedar Falls to mow the property located at 422 Performance Drive, pursuant to City of Cedar Falls Ordinance Section 17-246. This matter is currently set on the Cedar Falls City Council agenda for **October 21st, 2024**.

Please find enclosed the proposed City Council resolution to place a lien on the above-described property. You may satisfy your obligation to pay these costs incurred by the City of Cedar Falls on or before the date set forth above by making payment to the City Clerk's office in person Monday through Friday between 8:00 a.m. and 5:00 p.m., at 220 Clay Street, Cedar Falls, Iowa, 50613, or through the mail.

YOU ARE FURTHER NOTIFIED that unless you pay for these costs before the time of the City Council meeting, the Cedar Falls City Council will seek the resolution to place a lien on the property described above, to be collected, along with interest thereon, in the same manner as property taxes, as provided by law.

Very truly yours,

CITY OF CEDAR FALLS, IOWA

By

Kim Kerr, CMC, City Clerk
City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613

Enclosures.

Exhibit "A"

Prepared by: Kim Kerr, City Clerk, 220 Clay Street, Cedar Falls, IA 50613 (319) 273-8600

RESOLUTION NO. _____

RESOLUTION LEVYING A FINAL ASSESSMENT FOR COSTS INCURRED BY THE CITY OF CEDAR FALLS, IOWA TO MOW THE PROPERTY LOCATED AT 422 PERFORMANCE DRIVE, CEDAR FALLS, IOWA, PARCEL ID 8914-36-328-008

WHEREAS, it was determined that the property located at 422 Performance Drive, being legally described as CF INDUSTRIAL PARK PHASE XIV LOT 15 AND LOT 16, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8914-36-328-008, was in violation of City of Cedar Falls Ordinance Section 17-246 for failure to mow the property, and

WHEREAS, after notice(s) to abate the nuisance, the owner of record did not abate the nuisance, and after afforded a substantial period of time in which to do so, the City of Cedar Falls did cause the property located at 422 Performance Drive (Parcel ID 8914-36-328-008) to be mowed, and by doing so, incurred expenses for said services, and

WHEREAS, after invoices and notices for the services performed to mow the property were sent to the property owner of record, the owner of record has failed to pay these costs to the City of Cedar Falls.

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the unpaid costs incurred by the City of Cedar Falls, Iowa to abate the nuisance on the above-described property, in the amount of **\$1046.75**, be assessed as a lien against the following described real estate, as provided by law, together with an administrative expense of \$5.00, pursuant to Cedar Falls Code Section 15-5, said real estate being legally described as follows:

CF INDUSTRIAL PARK PHASE XIV LOT 15 AND LOT 16, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8914-36-328-008

BE IT FURTHER RESOLVED that the City Clerk of the City of Cedar Falls, Iowa, is hereby authorized and directed to place said assessment of record with the proper officials of Black Hawk County, Iowa, in order to make the assessment a lien against the above-described real estate, to be collected in the same manner as property taxes, as provided by law.

PASSED AND ADOPTED this 21st day of October 2024.

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS, IA 50613

(319) 273-8600

DATE: 7/31/24

TO: SCHWAN'S HOME SERVICE
PO BOX 165
ATTN: CYGNUS PROPERTIES LLC
MARSHALL, MN 56258

CUSTOMER NO: 2369/216483

TYPE: MS - MISCELLANEOUS

CHARGE	DATE	DESCRIPTION	REF-NUMBER	DUE DATE	TOTAL AMOUNT
	0/00/00	BEGINNING BALANCE			.00
CEMOW	6/12/24	MOWED LAWN ON: 6/11/24 PER ORDINANCE 17-246&247 LOCATION: 422 PERFORMANCE DRIVE, CEDAR FALLS, IA 50613 PROFESSIONAL LAWN CARE INV.#20046 CODE ENFORCEMENT/ADMIN.FEES	41260	7/12/24	463.90 \$380.00 \$83.90
CEMOW	6/24/24	MOWED LAWN ON: 6/24/24 PER ORDINANCE 17-246&247 LOCATION: 422 PERFORMANCE DRIVE, CEDAR FALLS, IA 50613 PROFESSIONAL LAWN CARE INV.#20067 CODE ENFORCEMENT/ADMIN.FEES	41269	7/24/24	516.15 \$427.50 \$88.65
GFFIN	7/31/24	FINANCE CHARGE-GEN FUND		8/30/24	6.96
GFFIN	7/31/24	FINANCE CHARGE-GEN FUND 1.5 % LATE FEE WILL BE ASSESSED ON PAYMENTS OVER 30 DAYS		8/30/24	7.74
-----		CURRENT	30 DAYS	60 DAYS	90 DAYS
-----		14.70	980.05		

DUE DATE: 8/30/24

PAYMENT DUE: 994.75
TOTAL DUE: \$994.75

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 7/31/24 DUE DATE: 8/30/24
CUSTOMER NO: 2369/216483

NAME: SCHWAN'S HOME SERVICE
TYPE: MS - MISCELLANEOUS

REMIT AND MAKE CHECK PAYABLE TO:
CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS IA 50613
(319) 273-8600

TOTAL DUE:

\$994.75



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

August 2, 2024

Schwan's Home Service Attn: Cygnus Properties LLC
PO Box 165
Marshall, MN 56258

Dear Schwan's Home Service Attn: Cygnus Properties LLC,

Enclosed you will find your latest statement. There is an outstanding charge for Code enforcement-mowing at 422 Performance Drive, Cedar Falls IA on 6/11/24 & 6/24/24 for \$980.05, as well as late fees of \$14.70 for a total amount due of \$994.75. **If no payment is received by August 19, 2024, we will put a lien on your property.**

If you have any questions, please feel free to call me at 319-268-5104. We thank you for your immediate attention to this matter.

Remit to: City of Cedar Falls
Accounts Receivable
220 Clay Street
Cedar Falls, IA 50613

Sincerely,

City of Cedar Falls

A handwritten signature in black ink, appearing to read "Andrea Ludwig".

Andrea Ludwig
Financial Clerk

Enclosure

INVOICE

Item 18.

CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS, IA 50613

(319) 273-8600

TO: SCHWAN'S HOME SERVICE
PO BOX 165
ATTN: CYGNUS PROPERTIES LLC
MARSHALL, MN 56258

INVOICE NO: 41260
DATE: 6/12/24

CUSTOMER NO: 2369/216483

TYPE: MS - MISCELLANEOUS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	MOWED LAWN ON: 6/11/24 PER ORDINANCE 17-246&247 LOCATION: 422 PERFORMANCE DRIVE, CEDAR FALLS, IA 50613 PROFESSIONAL LAWN CARE INV.#20046 CODE ENFORCEMENT/ADMIN.FEES	463.90	463.90
			\$380.00
			\$83.90

1.5 % LATE FEE WILL BE ASSESSED ON PAYMENTS OVER
30 DAYS

TOTAL DUE: \$463.90

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 6/12/24 DUE DATE: 7/12/24
CUSTOMER NO: 2369/216483

NAME: SCHWAN'S HOME SERVICE
TYPE: MS - MISCELLANEOUS

REMIT AND MAKE CHECK PAYABLE TO:
CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS IA 50613

INVOICE NO: 41260
TERMS: NET 30 DAYS

AMOUNT:

\$463.90 172

INVOICE

Item 18.

CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS, IA 50613

(319) 273-8600

TO: SCHWAN'S HOME SERVICE
PO BOX 165
ATTN: CYGNUS PROPERTIES LLC
MARSHALL, MN 56258

INVOICE NO: 41269
DATE: 6/24/24

CUSTOMER NO: 2369/216483

TYPE: MS - MISCELLANEOUS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	MOWED LAWN ON: 6/24/24 PER ORDINANCE 17-246&247 LOCATION: 422 PERFORMANCE DRIVE, CEDAR FALLS, IA 50613 PROFESSIONAL LAWN CARE INV.#20067 CODE ENFORCEMENT/ADMIN.FEES	516.15	516.15
			\$427.50
			\$88.65

1.5 % LATE FEE WILL BE ASSESSED ON PAYMENTS OVER
30 DAYS

TOTAL DUE: \$516.15

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 6/24/24 DUE DATE: 7/24/24
CUSTOMER NO: 2369/216483

NAME: SCHWAN'S HOME SERVICE
TYPE: MS - MISCELLANEOUS

REMIT AND MAKE CHECK PAYABLE TO:
CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS IA 50613

INVOICE NO: 41269
TERMS: NET 30 DAYS

AMOUNT:

\$516.15 173



DEPARTMENT OF COMMUNITY DEVELOPMENT

CODE ENFORCEMENT
CITY OF CEDAR FALLS, IOWA
220 Clay Street
Cedar Falls, IA 50613
Phone(319) 273-8606
Fax (319) 273-8610
www.cedarfalls.com

**LEGAL NOTICE OF NUISANCE TO BE ABATED:
GRASS AND WEEDS**

EFFECTIVE DATE OF THIS NOTICE: 6/3/2024 Case # 24-0908-GRSS
PROPERTY RESIDENT: Current Occupant
PROPERTY ADDRESS: 422 Performance Dr [Schwans]

Property Owner Name: Cygnus Properties LLC
Property Owner Address: PO Box 165
Marshall, MN 56258

A complaint has been brought to the attention of this office and an inspection of the property found that grass and/or weeds have been allowed to become a nuisance. The property is legally described as follows:

CF INDUSTRIAL PARK PHASE XIV LOT 15 AND LOT 16

Please refer to Ordinance Section 17-246 for orientation purposes and compliance requirements. Your cooperation in complying with this ordinance is appreciated. The City will inspect the property in seven (7) days from the date of this mailing notice, on 6/10/2024, to confirm compliance with the Ordinance requirements.

The following deficiencies have been observed: The grass and weeds on this property have been measured and is exceeding the City's 8-inch maximum height allowance. If the property is not brought into compliance after seven days, the City will mow the property to bring it into compliance.

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

(a) It shall be unlawful for the owner or person in possession or control of any land within the city to maintain, cause or permit a nuisance as defined in this section to exist upon such land. For purposes of this section, the term "nuisance" means noxious weeds, which shall include the following:

- (1) Those defined in Iowa Code § 317.1A;
- (2) Grass and weeds exceeding eight inches in height;
- (3) Volunteer trees, bushes or other vegetation that have not been intentionally planted or which have spread through natural means into unsuitable or unsightly areas, such as in cracks or crevices along building foundations, driveways, retaining walls, sidewalks, or other similar improvements.

Sec. 15-2(18) Nuisance Defined

Dense growth of all weeds, vines, brush or other vegetation, including dead bushes, and dead woody plants, or other overgrown or unkempt bushes or other growth, in the city so as to constitute a health, safety or fire hazard.

(Code 2017, § 18-2; Ord. No. 2625, § 1, 5-29-2007; Ord. No. 2882, §§ 1—4, 9-19-2016; Ord. No. 2942, § 1, 6-3-2019)

Code Section	Nature of the Violation	Comply By
IACF 17-246(a) Noxious Weeds	It shall be unlawful for the owner or person in possession or control of any land within the city to maintain, cause or permit a nuisance as defined in this section to exist upon such land. For purposes of this section, a nuisance is defined as noxious weeds, which shall include the following: (1) Quack grass (<i>Agropyron repens</i>); (2) Perennial sow thistle (<i>Sonchus arvensis</i>); (3) European morning glory and field bindweed (<i>Convolvulus arvensis</i>); (4) Horse nettle (<i>Solanum carolinense</i>); (5) Leafy spurge (<i>Euphorbia esula</i>); (6) Perennial peppergrass (<i>Lepidium draba</i>); (7) Russian knapweed (<i>Centaurea repens</i>); (8) Buckthorn (<i>Rhamnus</i> , not to include <i>Rhamnus frangula</i>), and all other species of thistles belonging in genera of <i>Cirsium</i> and <i>Carduus</i> ; (9) Butterprint (<i>Abutilon theophrasti</i>), annual; (10) Cocklebur (<i>Xanthium commune</i>), annual; (11) Wild mustard (<i>Brassica arvensis</i>), annual; (12) Wild carrot (<i>Daucus carota</i>), biennial; (13) Buckhorn (<i>Plantago lanceolata</i>), perennial; (14) Sheep sorrel (<i>Rumex acetosella</i>), perennial; (15) Sour dock (<i>Rumex crispus</i>), perennial; (16) Smooth dock (<i>Rumex altissimus</i>), perennial; (17) Poison hemlock (<i>Conium maculatum</i>); (18) Wild sunflower (wild strain of <i>Helianthus annus L.</i>), annual; (19) Puncture vine (<i>Trimbulus terrestris</i>), annual; (20) Teasel (<i>Dipsacus</i>), biennial; (21) Grass exceeding 8 inches in height; and (22) Wild vines or wild bushes.	6/10/2024

Further, please be notified that the actual cost and expense of cutting or otherwise destroying the vegetation (manpower, equipment, fuel, etc.), together with the costs of supervision and administration up to the time the property is brought into compliance, shall be recovered by an assessment against the tract of land on which the vegetation is growing. The City shall send an invoice for the total expenses incurred by regular mail to the property owner who failed to abide by the notice to abate, and if the amount shown on the invoice has not been paid within 30 days of the invoice date, the City Clerk shall certify the total amount of the invoice plus any administrative costs to the County Treasurer and such costs shall then be collected with, and in the same manner as, general property taxes.

If you should have any questions concerning this matter, please contact Code Enforcement at (319) 268-5186. If you have already taken care of this problem, the City of Cedar Falls appreciates your cooperation.

CITY OF CEDAR FALLS CODE ENFORCEMENT

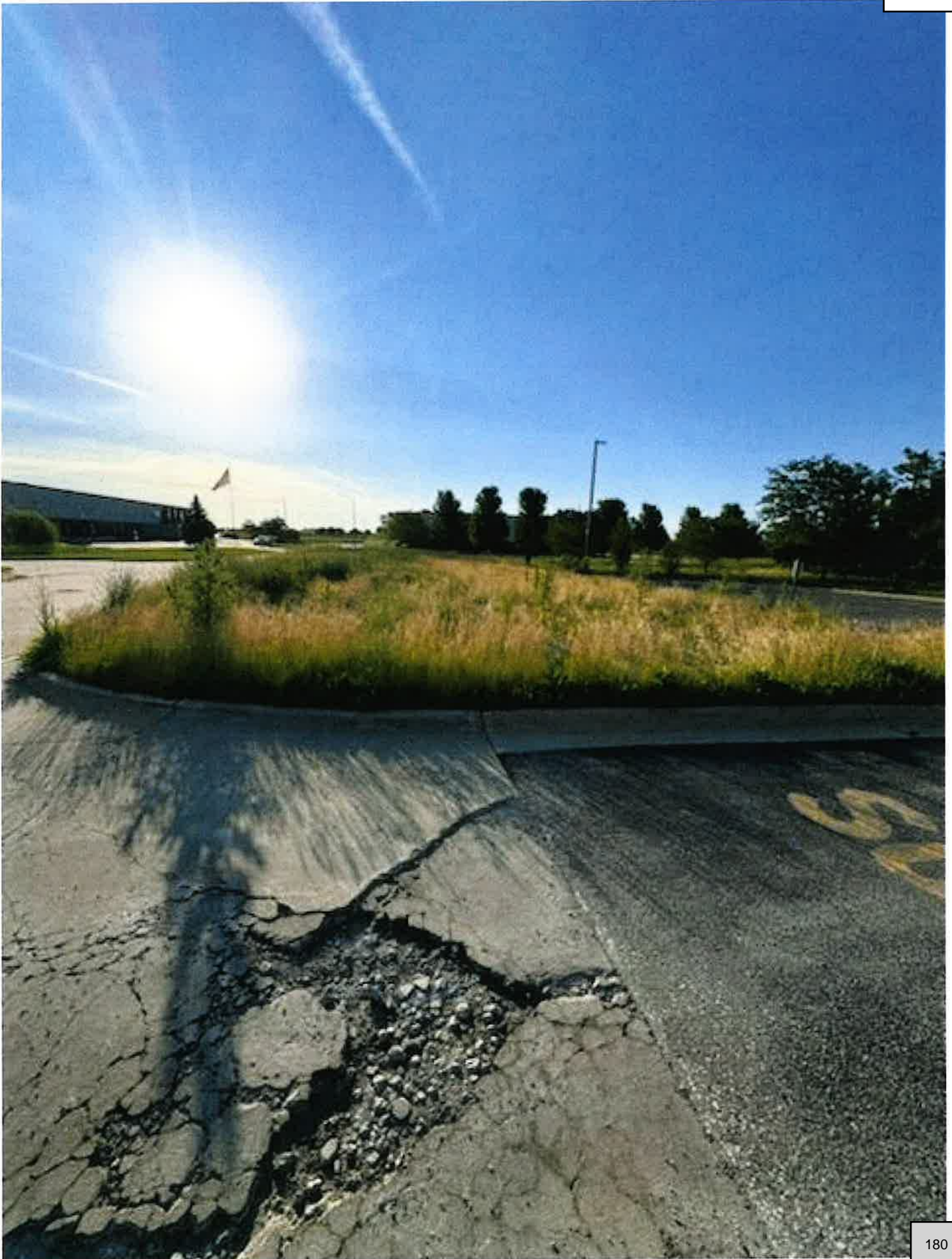


Adam Spray
Code Enforcement Officer



















DEPARTMENT OF COMMUNITY DEVELOPMENT

CODE ENFORCEMENT
CITY OF CEDAR FALLS, IOWA
220 Clay Street
Cedar Falls, IA 50613
Phone(319) 273-8606
Fax (319) 273-8610
www.cedarfalls.com

**LEGAL NOTICE OF NUISANCE TO BE ABATED:
GRASS AND WEEDS**

EFFECTIVE DATE OF THIS NOTICE: 6/13/2024 Case # 24-0988-GRSS
PROPERTY RESIDENT: Current Occupant
PROPERTY ADDRESS: 422 Performance Dr [Schwans]

Property Owner Name: Current Occupant
Property Owner Address: 422 Performance Dr
Cedar Falls, IA 50613

A complaint has been brought to the attention of this office and an inspection of the property found that grass and/or weeds have been allowed to become a nuisance. The property is legally described as follows:

CF INDUSTRIAL PARK PHASE XIV LOT 15 AND LOT 16

Please refer to Ordinance Section 17-246 for orientation purposes and compliance requirements. Your cooperation in complying with this ordinance is appreciated. The City will inspect the property in seven (7) days from the date of this mailing notice, on 6/20/2024, to confirm compliance with the Ordinance requirements.

The following deficiencies have been observed: The grass and weeds on the sides and in the back of this property continue to be exceeding the City's 8-inch maximum height allowance. The City mowed a portion of this property on 6/11/24 and because of the cost it was decided that we would give you one more opportunity to bring the rest of the property into compliance. If the property is not brought into compliance after seven days, the City will mow the property to bring it into compliance.

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

(a) It shall be unlawful for the owner or person in possession or control of any land within the city to maintain, cause or permit a nuisance as defined in this section to exist upon such land. For purposes of this section, the term "nuisance" means noxious weeds, which shall include the following:

- (1) Those defined in Iowa Code § 317.1A;
- (2) Grass and weeds exceeding eight inches in height;
- (3) Volunteer trees, bushes or other vegetation that have not been intentionally planted or which have spread through natural means into unsuitable or unsightly areas, such as in cracks or crevices along building foundations, driveways, retaining walls, sidewalks, or other similar improvements.

Sec. 15-2(18) Nuisance Defined

Dense growth of all weeds, vines, brush or other vegetation, including dead bushes, and dead woody plants, or other overgrown or unkempt bushes or other growth, in the city so as to constitute a health, safety or fire hazard.

(Code 2017, § 18-2; Ord. No. 2625, § 1, 5-29-2007; Ord. No. 2882, §§ 1—4, 9-19-2016; Ord. No. 2942, § 1, 6-3-

2019)

Code Section	Nature of the Violation	Comply By
IACF 17-246(a) Noxious Weeds	It shall be unlawful for the owner or person in possession or control of any land within the city to maintain, cause or permit a nuisance as defined in this section to exist upon such land. For purposes of this section, a nuisance is defined as noxious weeds, which shall include the following: (1) Quack grass (<i>Agropyron repens</i>); (2) Perennial sow thistle (<i>Sonchus arvensis</i>); (3) European morning glory and field bindweed (<i>Convolvulus arvensis</i>); (4) Horse nettle (<i>Solanum carolinense</i>); (5) Leafy spurge (<i>Euphorbia esula</i>); (6) Perennial peppergrass (<i>Lepidium draba</i>); (7) Russian knapweed (<i>Centaurea repens</i>); (8) Buckthorn (<i>Rhamnus</i> , not to include <i>Rhamnus frangula</i>), and all other species of thistles belonging in genera of <i>Cirsium</i> and <i>Carduus</i> ; (9) Butterprint (<i>Abutilon theophrasti</i>), annual; (10) Cocklebur (<i>Xanthium commune</i>), annual; (11) Wild mustard (<i>Brassica arvensis</i>), annual; (12) Wild carrot (<i>Daucus carota</i>), biennial; (13) Buckhorn (<i>Plantago lanceolata</i>), perennial; (14) Sheep sorrel (<i>Rumex acetosella</i>), perennial; (15) Sour dock (<i>Rumex crispus</i>), perennial; (16) Smooth dock (<i>Rumex altissimus</i>), perennial; (17) Poison hemlock (<i>Conium maculatum</i>); (18) Wild sunflower (wild strain of <i>Helianthus annus L.</i>), annual; (19) Puncture vine (<i>Trimbulus terrestris</i>), annual; (20) Teasel (<i>Dipsacus</i>), biennial; (21) Grass exceeding 8 inches in height; and (22) Wild vines or wild bushes.	6/20/2024

Further, please be notified that the actual cost and expense of cutting or otherwise destroying the vegetation (manpower, equipment, fuel, etc.), together with the costs of supervision and administration up to the time the property is brought into compliance, shall be recovered by an assessment against the tract of land on which the vegetation is growing. The City shall send an invoice for the total expenses incurred by regular mail to the property owner who failed to abide by the notice to abate, and if the amount shown on the invoice has not been paid within 30 days of the invoice date, the City Clerk shall certify the total amount of the invoice plus any administrative costs to the County Treasurer and such costs shall then be collected with, and in the same manner as, general property taxes.

If you should have any questions concerning this matter, please contact Code Enforcement at (319) 268-5186. If you have already taken care of this problem, the City of Cedar Falls appreciates your cooperation.

CITY OF CEDAR FALLS CODE ENFORCEMENT



Adam Spray
Code Enforcement Officer









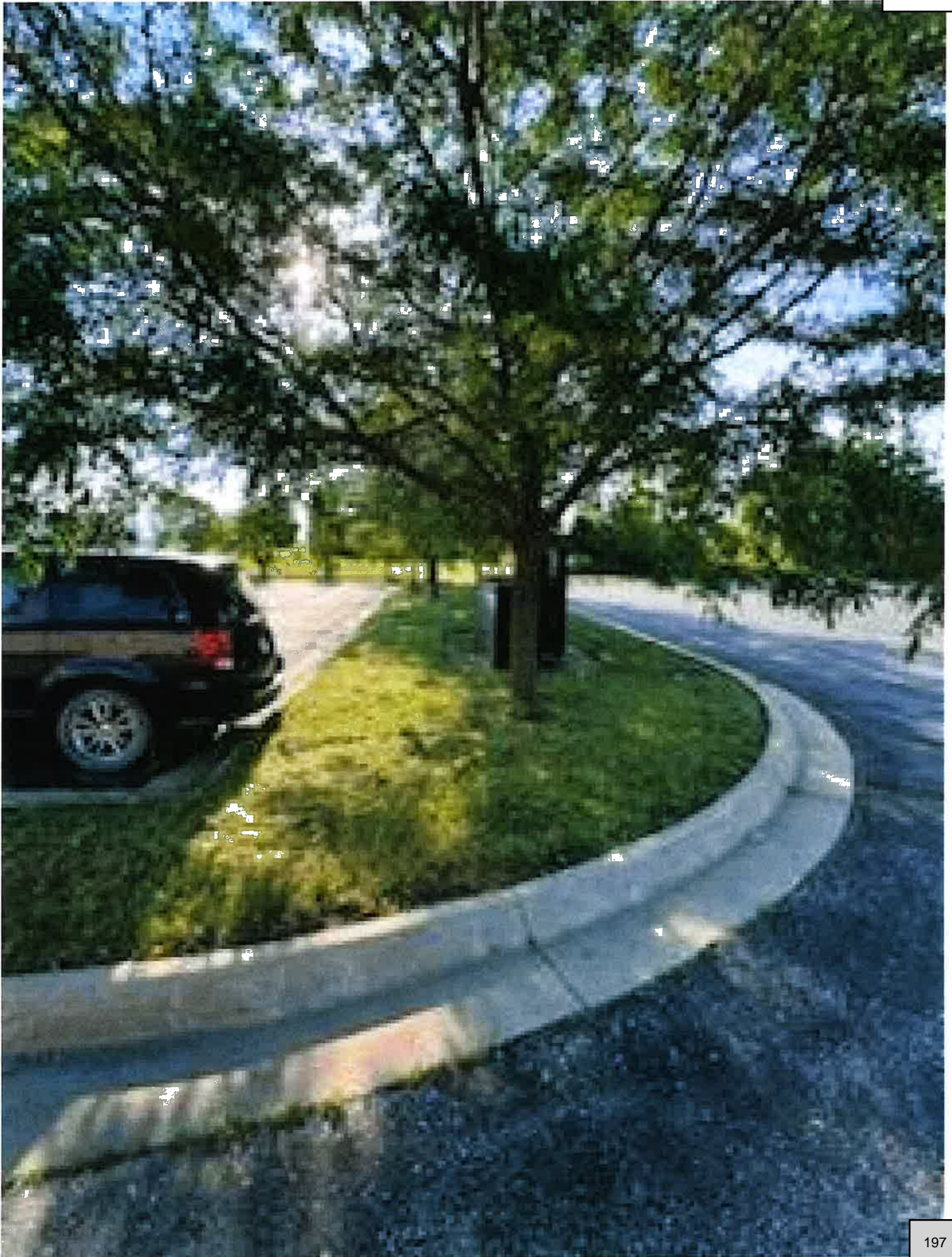


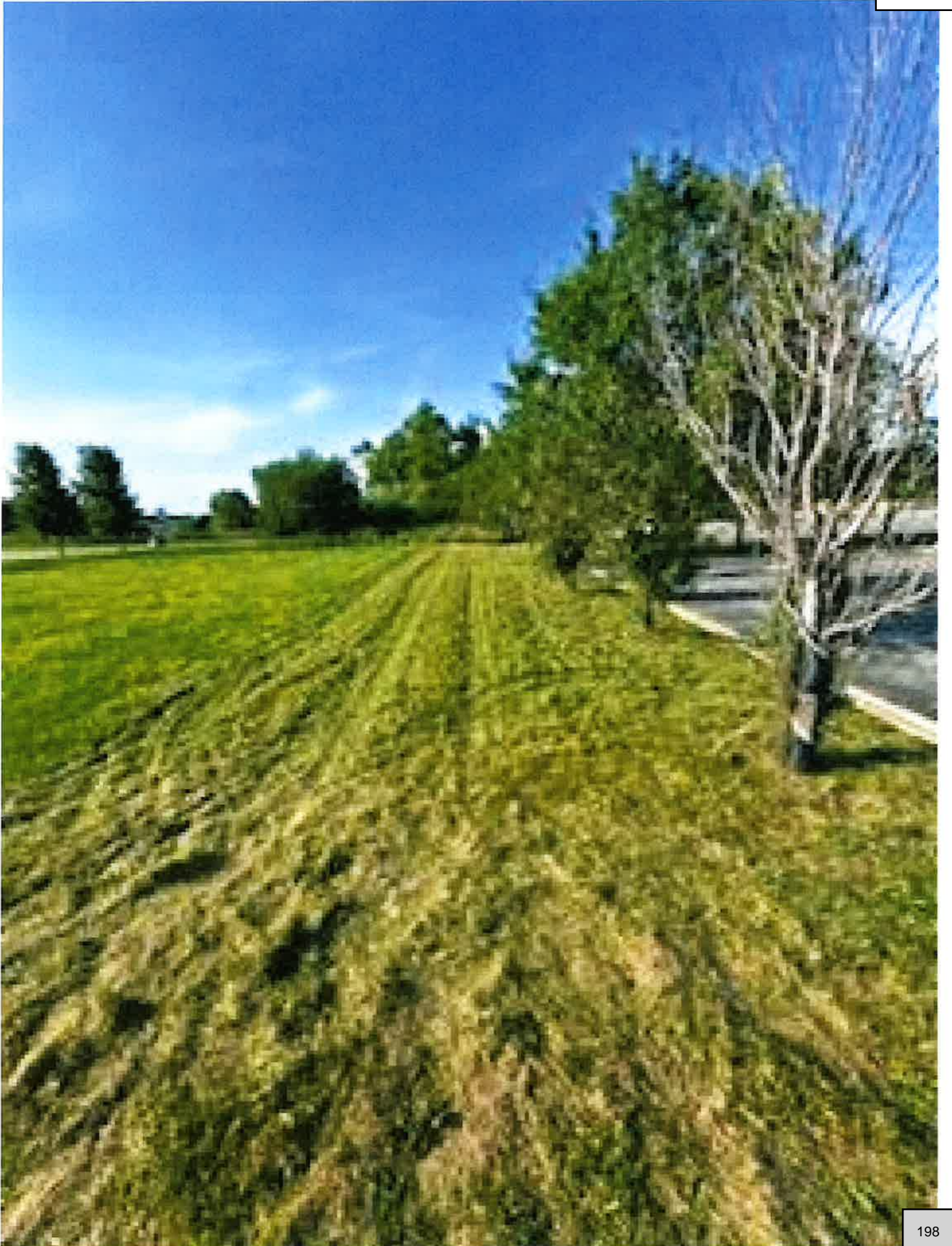














DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM
Financial Services Division

TO: Kim Kerr, City Clerk
FROM: Andrea Ludwig, Financial Clerk
DATE: August 30, 2024
SUBJECT: Property Assessments

Attached is paperwork regarding one (1) property that had their lawn mowed and weeds removed by the City of Cedar Falls. We have been unsuccessful in collecting this invoice through our normal accounts receivable process. Could you please start the process of assessing these fees against the owner's property taxes?

Cygnus Properties LLC
PO Box 165
Marshall, MN 56258

980.05 June 2024
14.70 2024 (fees)
\$994.75 Total owed

Property address: 422 Performance, CF
Parcel #8914-36-328-008

If you have any questions, please feel free to contact me at 5104.

CITY OF CEDAR FALLS, IOWA
COUNTY OF BLACK HAWK
STATE OF IOWA

**NOTICE OF PROPOSED FINAL
ASSESSMENT PROCEEDINGS**

v.

LDN PROPERTIES LLC

TO THE ABOVE-NAMED PERSON(S):	LDN PROPERTIES, LLC
PROPERTY DESCRIPTION:	803-805 Tremont Street, Cedar Falls, Iowa Black Hawk County Parcel #8914-12-354-004
LEGAL DESCRIPTION OF PROPERTY:	D C OVERMANS ADDITION E 77 FT LOT 1 BLK 1, Cedar Falls, Black Hawk County, Iowa.

YOU ARE HEREBY NOTIFIED that there is a proposed resolution to place a lien on the property named above in order to collect the costs incurred by the City of Cedar Falls to mow the property located at 803-805 Tremont Street, pursuant to City of Cedar Falls Ordinance Section 17-246. This matter is currently set on the Cedar Falls City Council agenda for **October 21st, 2024**.

Please find enclosed the proposed City Council resolution to place a lien on the above-described property. You may satisfy your obligation to pay these costs incurred by the City of Cedar Falls on or before the date set forth above by making payment to the City Clerk’s office in person Monday through Friday between 8:00 a.m. and 5:00 p.m., at 220 Clay Street, Cedar Falls, Iowa, 50613, or through the mail.

YOU ARE FURTHER NOTIFIED that unless you pay for these costs before the time of the City Council meeting, the Cedar Falls City Council will seek the resolution to place a lien on the property described above, to be collected, along with interest thereon, in the same manner as property taxes, as provided by law.

Very truly yours,

CITY OF CEDAR FALLS, IOWA

By

Kim Kerr, CMC, City Clerk
City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613

Enclosures.

Exhibit "A"

Prepared by: Kim Kerr, City Clerk, 220 Clay Street, Cedar Falls, IA 50613 (319) 273-8600

RESOLUTION NO. _____

RESOLUTION LEVYING A FINAL ASSESSMENT FOR COSTS INCURRED BY THE CITY OF CEDAR FALLS, IOWA TO MOW THE PROPERTY LOCATED AT 803-805 TREMONT STREET, CEDAR FALLS, IOWA, PARCEL ID 8914-12-354-004

WHEREAS, it was determined that the property located at 803-805 Tremont Street, being legally described as D C OVERMANS ADDITION E 77 FT LOT 1 BLK 1, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8914-12-354-004, was in violation of City of Cedar Falls Ordinance Section 17-246 for failure to mow the property, and

WHEREAS, after notice(s) to abate the nuisance, the owner of record did not abate the nuisance, and after afforded a substantial period of time in which to do so, the City of Cedar Falls did cause the property located at 803-805 Tremont Street (Parcel ID 8914-12-354-004) to be mowed, and by doing so, incurred expenses for said services, and

WHEREAS, after invoices and notices for the services performed to mow the property were sent to the property owner of record, the owner of record has failed to pay these costs to the City of Cedar Falls.

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the unpaid costs incurred by the City of Cedar Falls, Iowa to abate the nuisance on the above-described property, in the amount of **\$391.69**, be assessed as a lien against the following described real estate, as provided by law, together with an administrative expense of \$5.00, pursuant to Cedar Falls Code Section 15-5, said real estate being legally described as follows:

D C OVERMANS ADDITION E 77 FT LOT 1 BLK 1, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8914-12-354-004

BE IT FURTHER RESOLVED that the City Clerk of the City of Cedar Falls, Iowa, is hereby authorized and directed to place said assessment of record with the proper officials of Black Hawk County, Iowa, in order to make the assessment a lien against the above-described real estate, to be collected in the same manner as property taxes, as provided by law.

PASSED AND ADOPTED this 21st day of October 2024.

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

August 2, 2024

LDN Properties LLC
PO Box 2094
Waterloo, IA 50704

Dear LDN Properties LLC,

Enclosed you will find your latest statement. There is an outstanding charge for Code enforcement-mowing at 803/805 Tremont, Cedar Falls on 5/31/24 & 7/2/24 for \$337.66, as well as late fees of \$2.03 for a total amount due of \$339.69. **If no payment is received by August 19, 2024, we will put a lien on your property.**

If you have any questions, please feel free to call me at 319-268-5104. We thank you for your immediate attention to this matter.

Remit to: City of Cedar Falls
Accounts Receivable
220 Clay Street
Cedar Falls, IA 50613

Sincerely,

City of Cedar Falls

A handwritten signature in black ink, appearing to read 'Andrea Ludwig', is written over a horizontal line.

Andrea Ludwig
Financial Clerk

Enclosure

INVOICE

Item 19.

CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS, IA 50613

(319) 273-8600

TO: LDN PROPERTIES LLC
PO BOX 2094
WATERLOO, IA 50704

INVOICE NO: 41364
DATE: 7/09/24

CUSTOMER NO: 5795/5795

TYPE: MS - MISCELLANEOUS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	MOWED LAWN ON: 7/2/24 PER ORDINANCE 17-246&247 LOCATION: 803/805 TREMONT STREET, CEDAR FALLS PROFESSIONAL LAWN CARE INV.#20144 CODE ENFORCEMENT/ADMIN.FEES	202.65	202.65
			\$142.50
			\$60.15

1.5 % LATE FEE WILL BE ASSESSED ON PAYMENTS OVER
30 DAYS

TOTAL DUE: \$202.65

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 7/09/24 DUE DATE: 8/08/24
CUSTOMER NO: 5795/5795

NAME: LDN PROPERTIES LLC
TYPE: MS - MISCELLANEOUS

REMIT AND MAKE CHECK PAYABLE TO:
CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS IA 50613

INVOICE NO: 41364
TERMS: NET 30 DAYS

AMOUNT:

\$200 204

INVOICE

Item 19.

CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS, IA 50613

(319) 273-8600

TO: LDN PROPERTIES LLC
PO BOX 2094
WATERLOO, IA 50704

INVOICE NO: 41253
DATE: 6/12/24

CUSTOMER NO: 5795/5795

TYPE: MS - MISCELLANEOUS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	MOWED LAWN ON: 5/31/24 PER ORDINANCE 17-246&247 LOCATION: 803/805 TREMONT STREET, CEDAR FALLS PROFESSIONAL LAWN CARE INV.#20031 CODE ENFORCEMENT/ADMIN.FEES	135.01	135.01
			\$95.00
			\$40.01

1.5 % LATE FEE WILL BE ASSESSED ON PAYMENTS OVER
30 DAYS

TOTAL DUE: \$135.01

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 6/12/24 DUE DATE: 7/12/24
CUSTOMER NO: 5795/5795

NAME: LDN PROPERTIES LLC
TYPE: MS - MISCELLANEOUS

REMIT AND MAKE CHECK PAYABLE TO:
CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS IA 50613

INVOICE NO: 41253
TERMS: NET 30 DAYS

AMOUNT:

\$1 205



DEPARTMENT OF COMMUNITY DEVELOPMENT

CODE ENFORCEMENT
CITY OF CEDAR FALLS, IOWA
220 Clay Street
Cedar Falls, IA 50613
Phone(319) 273-8606
Fax (319) 273-8610
www.cedarfalls.com

**LEGAL NOTICE OF NUISANCE TO BE ABATED:
GRASS AND WEEDS**

EFFECTIVE DATE OF THIS NOTICE: 5/21/2024 Case # 24-0822-GRSS
PROPERTY RESIDENT: Unknown Occupant(s)
PROPERTY ADDRESS: 803/805 Tremont St

Property Owner Name: LDN Properties LLC
Property Owner Address: PO Box 2094
Waterloo, IA 50704

A complaint has been brought to the attention of this office and an inspection of the property found that grass and/or weeds have been allowed to become a nuisance. The property is legally described as follows:

D C OVERMANS ADDITION E 77 FT LOT 1 BLK 1

Please refer to Ordinance Section 17-246 for orientation purposes and compliance requirements. Your cooperation in complying with this ordinance is appreciated. The City will inspect the property in seven (7) days from the date of this mailing notice, on 5/28/2024, to confirm compliance with the Ordinance requirements.

The following deficiencies have been observed: The grass and weeds on this property have been measured and is exceeding the City’s 8-inch maximum height allowance. The grass in all portions of the front, sides and back yards must be mowed. In addition, the volunteer trees and vines must be removed from the fence lines. If the property is not brought into compliance after seven days, the City will mow the property to bring it into compliance.

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

(a) It shall be unlawful for the owner or person in possession or control of any land within the city to maintain, cause or permit a nuisance as defined in this section to exist upon such land. For purposes of this section, the term "nuisance" means noxious weeds, which shall include the following:

- (1) Those defined in Iowa Code § 317.1A;
- (2) Grass and weeds exceeding eight inches in height;
- (3) Volunteer trees, bushes or other vegetation that have not been intentionally planted or which have spread through natural means into unsuitable or unsightly areas, such as in cracks or crevices along building foundations, driveways, retaining walls, sidewalks, or other similar improvements.

Sec. 15-2(18) Nuisance Defined

Dense growth of all weeds, vines, brush or other vegetation, including dead bushes, and dead woody plants, or other overgrown or unkempt bushes or other growth, in the city so as to constitute a health, safety or fire hazard.

(Code 2017, § 18-2; Ord. No. 2625, § 1, 5-29-2007; Ord. No. 2882, §§ 1—4, 9-19-2016; Ord. No. 2942, § 1, 6-3-

2019)

Code Section	Nature of the Violation	Comply By
IACF 17-246(a) Noxious Weeds	It shall be unlawful for the owner or person in possession or control of any land within the city to maintain, cause or permit a nuisance as defined in this section to exist upon such land. For purposes of this section, a nuisance is defined as noxious weeds, which shall include the following: (1) Quack grass (<i>Agropyron repens</i>); (2) Perennial sow thistle (<i>Sonchus arvensis</i>); (3) European morning glory and field bindweed (<i>Convolvulus arvensis</i>); (4) Horse nettle (<i>Solanum carolinense</i>); (5) Leafy spurge (<i>Euphorbia esula</i>); (6) Perennial peppergrass (<i>Lepidium draba</i>); (7) Russian knapweed (<i>Centaurea repens</i>); (8) Buckthorn (<i>Rhamnus</i> , not to include <i>Rhamnus frangula</i>), and all other species of thistles belonging in genera of <i>Cirsium</i> and <i>Carduus</i> ; (9) Butterprint (<i>Abutilon theophrasti</i>), annual; (10) Cocklebur (<i>Xanthium commune</i>), annual; (11) Wild mustard (<i>Brassica arvensis</i>), annual; (12) Wild carrot (<i>Daucus carota</i>), biennial; (13) Buckhorn (<i>Plantago lanceolata</i>), perennial; (14) Sheep sorrel (<i>Rumex acetosella</i>), perennial; (15) Sour dock (<i>Rumex crispus</i>), perennial; (16) Smooth dock (<i>Rumex altissimus</i>), perennial; (17) Poison hemlock (<i>Conium maculatum</i>); (18) Wild sunflower (wild strain of <i>Helianthus annus L.</i>), annual; (19) Puncture vine (<i>Trimbulus terrestris</i>), annual; (20) Teasel (<i>Dipsacus</i>), biennial; (21) Grass exceeding 8 inches in height; and (22) Wild vines or wild bushes.	5/29/2024

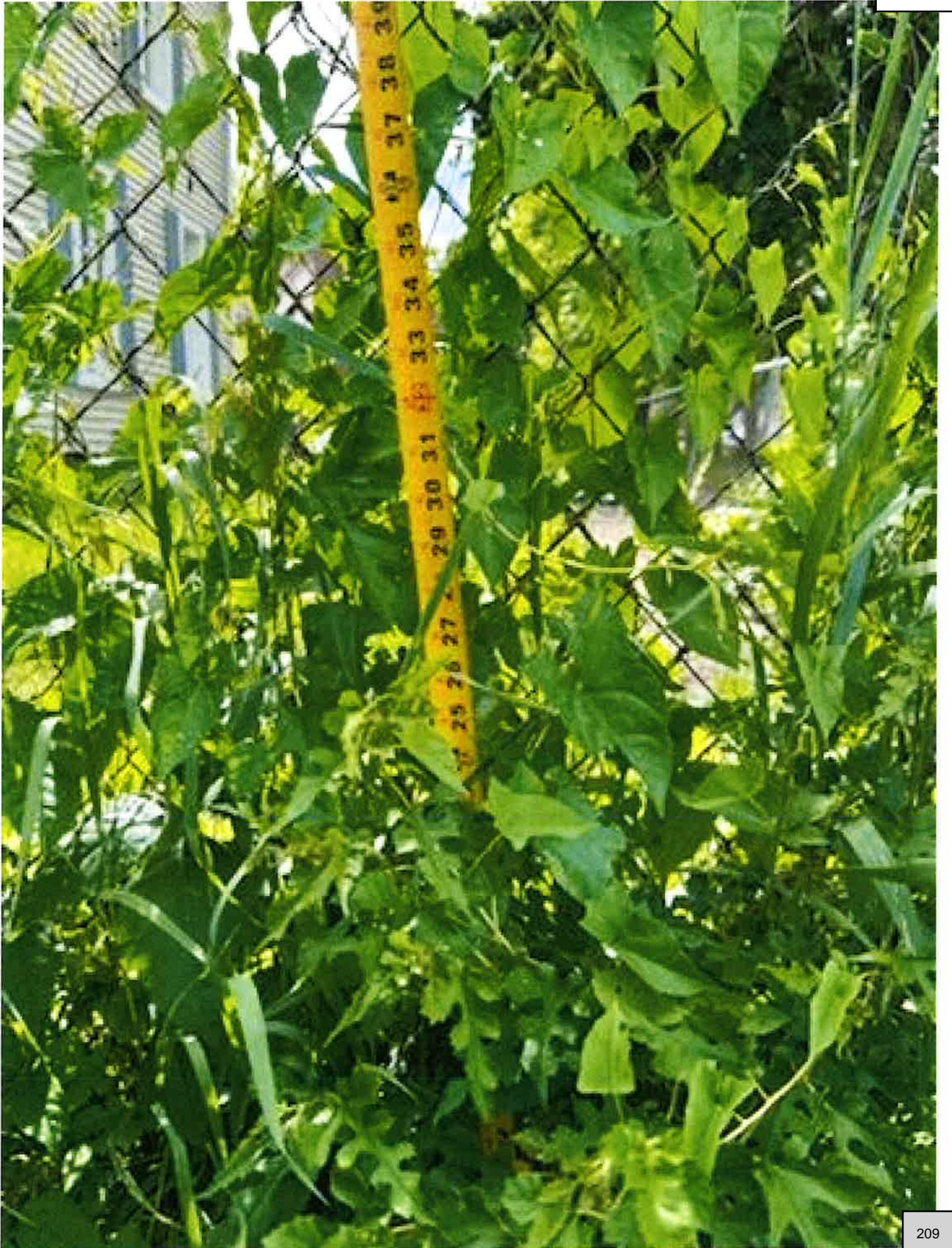
Further, please be notified that the actual cost and expense of cutting or otherwise destroying the vegetation (manpower, equipment, fuel, etc.), together with the costs of supervision and administration up to the time the property is brought into compliance, shall be recovered by an assessment against the tract of land on which the vegetation is growing. The City shall send an invoice for the total expenses incurred by regular mail to the property owner who failed to abide by the notice to abate, and if the amount shown on the invoice has not been paid within 30 days of the invoice date, the City Clerk shall certify the total amount of the invoice plus any administrative costs to the County Treasurer and such costs shall then be collected with, and in the same manner as, general property taxes.

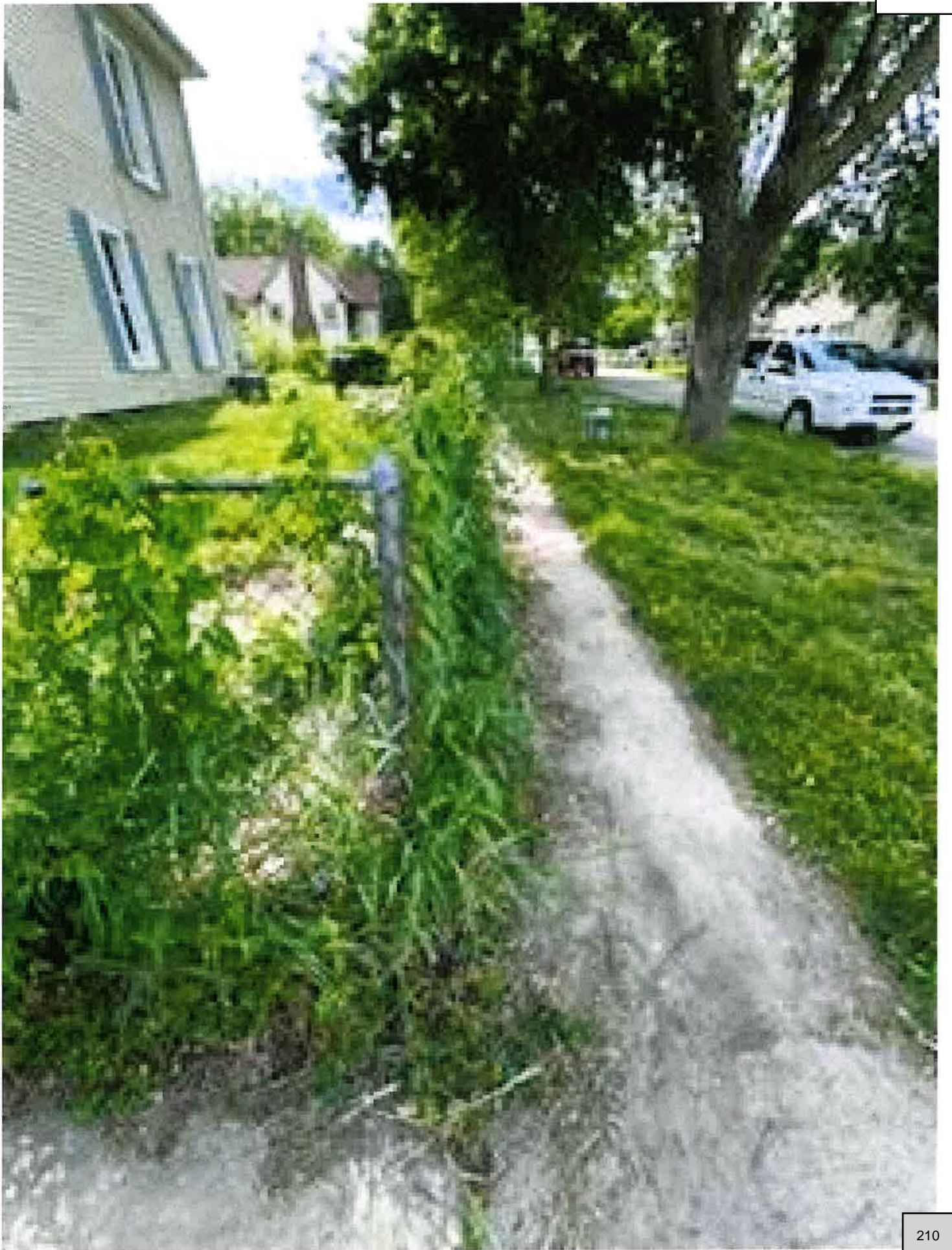
If you should have any questions concerning this matter, please contact Code Enforcement at (319) 268-5121. If you have already taken care of this problem, the City of Cedar Falls appreciates your cooperation.

CITY OF CEDAR FALLS CODE ENFORCEMENT



James Noss
Code Enforcement Officer



















DEPARTMENT OF COMMUNITY DEVELOPMENT

CODE ENFORCEMENT
CITY OF CEDAR FALLS, IOWA
220 Clay Street
Cedar Falls, IA 50613
Phone(319) 273-8606
Fax (319) 273-8610
www.cedarfalls.com

**LEGAL NOTICE OF NUISANCE TO BE ABATED:
GRASS AND WEEDS**

EFFECTIVE DATE OF THIS NOTICE: 6/24/2024 Case # 24-1045-GRSS
PROPERTY RESIDENT: Unknown Occupant(s)
PROPERTY ADDRESS: 803/805 Tremont St

Property Owner Name: LDN Properties LLC
Property Owner Address: PO Box 2094
Waterloo, IA 50704

A complaint has been brought to the attention of this office and an inspection of the property found that grass and/or weeds have been allowed to become a nuisance. The property is legally described as follows:

D C OVERMANS ADDITION E 77 FT LOT 1 BLK 1

Please refer to Ordinance Section 17-246 for orientation purposes and compliance requirements. Your cooperation in complying with this ordinance is appreciated. The City will inspect the property in seven (7) days from the date of this mailing notice, on 7/1/2024, to confirm compliance with the Ordinance requirements.

The following deficiencies have been observed: The grass and weeds on this property have been measured and is exceeding the City’s 8-inch maximum height allowance. If the property is not brought into compliance after seven days, the City will mow the property to bring it into compliance.

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

(a) It shall be unlawful for the owner or person in possession or control of any land within the city to maintain, cause or permit a nuisance as defined in this section to exist upon such land. For purposes of this section, the term "nuisance" means noxious weeds, which shall include the following:

- (1) Those defined in Iowa Code § 317.1A;
- (2) Grass and weeds exceeding eight inches in height;
- (3) Volunteer trees, bushes or other vegetation that have not been intentionally planted or which have spread through natural means into unsuitable or unsightly areas, such as in cracks or crevices along building foundations, driveways, retaining walls, sidewalks, or other similar improvements.

Sec. 15-2(18) Nuisance Defined

Dense growth of all weeds, vines, brush or other vegetation, including dead bushes, and dead woody plants, or other overgrown or unkempt bushes or other growth, in the city so as to constitute a health, safety or fire hazard.

(Code 2017, § 18-2; Ord. No. 2625, § 1, 5-29-2007; Ord. No. 2882, §§ 1—4, 9-19-2016; Ord. No. 2942, § 1, 6-3-2019)

Code Section	Nature of the Violation	Comply By
IACF 17-246(a) Noxious Weeds	It shall be unlawful for the owner or person in possession or control of any land within the city to maintain, cause or permit a nuisance as defined in this section to exist upon such land. For purposes of this section, a nuisance is defined as noxious weeds, which shall include the following: (1) Quack grass (<i>Agropyron repens</i>); (2) Perennial sow thistle (<i>Sonchus arvensis</i>); (3) European morning glory and field bindweed (<i>Convolvulus arvensis</i>); (4) Horse nettle (<i>Solanum carolinense</i>); (5) Leafy spurge (<i>Euphorbia esula</i>); (6) Perennial peppergrass (<i>Lepidium draba</i>); (7) Russian knapweed (<i>Centaurea repens</i>); (8) Buckthorn (<i>Rhamnus</i> , not to include <i>Rhamnus frangula</i>), and all other species of thistles belonging in genera of <i>Cirsium</i> and <i>Carduus</i> ; (9) Butterprint (<i>Abutilon theophrasti</i>), annual; (10) Cocklebur (<i>Xanthium commune</i>), annual; (11) Wild mustard (<i>Brassica arvensis</i>), annual; (12) Wild carrot (<i>Daucus carota</i>), biennial; (13) Buckhorn (<i>Plantago lanceolata</i>), perennial; (14) Sheep sorrel (<i>Rumex acetosella</i>), perennial; (15) Sour dock (<i>Rumex crispus</i>), perennial; (16) Smooth dock (<i>Rumex altissimus</i>), perennial; (17) Poison hemlock (<i>Conium maculatum</i>); (18) Wild sunflower (wild strain of <i>Helianthus annus L.</i>), annual; (19) Puncture vine (<i>Trimbulus terrestris</i>), annual; (20) Teasel (<i>Dipsacus</i>), biennial; (21) Grass exceeding 8 inches in height; and (22) Wild vines or wild bushes.	7/1/2024

Further, please be notified that the actual cost and expense of cutting or otherwise destroying the vegetation (manpower, equipment, fuel, etc.), together with the costs of supervision and administration up to the time the property is brought into compliance, shall be recovered by an assessment against the tract of land on which the vegetation is growing. The City shall send an invoice for the total expenses incurred by regular mail to the property owner who failed to abide by the notice to abate, and if the amount shown on the invoice has not been paid within 30 days of the invoice date, the City Clerk shall certify the total amount of the invoice plus any administrative costs to the County Treasurer and such costs shall then be collected with, and in the same manner as, general property taxes.

If you should have any questions concerning this matter, please contact Code Enforcement at (319) 268-5186. If you have already taken care of this problem, the City of Cedar Falls appreciates your cooperation.

CITY OF CEDAR FALLS CODE ENFORCEMENT



Adam Spray
Code Enforcement Officer





















DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM
Financial Services Division

TO: Kim Kerr, City Clerk
FROM: Andrea Ludwig, Financial Clerk
DATE: August 30, 2024
SUBJECT: Property Assessments

Attached is paperwork regarding one (1) property that had their lawn mowed and weeds removed by the City of Cedar Falls. We have been unsuccessful in collecting this invoice through our normal accounts receivable process. Could you please start the process of assessing these fees against the owner's property taxes?

LDN Properties LLC
PO Box 2094
Waterloo, IA 50704

337.66 July and May 2024
2.03 2024 (fees)
\$339.69 Total owed

Property address: 803/5 Tremont St., CF
Parcel #8914-12-354-004

If you have any questions, please feel free to contact me at 5104.

CITY OF CEDAR FALLS, IOWA
COUNTY OF BLACK HAWK
STATE OF IOWA

**NOTICE OF PROPOSED FINAL
ASSESSMENT PROCEEDINGS**

v.

CLARA HUDSON

TO THE ABOVE-NAMED PERSON(S):	CLARA HUDSON
PROPERTY DESCRIPTION:	809 Tremont Street, Cedar Falls, Iowa Black Hawk County Parcel #8914-12-354-005
LEGAL DESCRIPTION OF PROPERTY:	D C OVERMANS ADDITION LOT 2 BLK 1, Cedar Falls, Black Hawk County, Iowa.

YOU ARE HEREBY NOTIFIED that there is a proposed resolution to place a lien on the property named above in order to collect the costs incurred by the City of Cedar Falls to mow the property located at 809 Tremont Street, pursuant to City of Cedar Falls Ordinance Section 17-246. This matter is currently set on the Cedar Falls City Council agenda for **October 21st, 2024**.

Please find enclosed the proposed City Council resolution to place a lien on the above-described property. You may satisfy your obligation to pay these costs incurred by the City of Cedar Falls on or before the date set forth above by making payment to the City Clerk's office in person Monday through Friday between 8:00 a.m. and 5:00 p.m., at 220 Clay Street, Cedar Falls, Iowa, 50613, or through the mail.

YOU ARE FURTHER NOTIFIED that unless you pay for these costs before the time of the City Council meeting, the Cedar Falls City Council will seek the resolution to place a lien on the property described above, to be collected, along with interest thereon, in the same manner as property taxes, as provided by law.

Very truly yours,

CITY OF CEDAR FALLS, IOWA

By

Kim Kerr, CMC, City Clerk
City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613

Enclosures.

Exhibit "A"

Prepared by: Kim Kerr, City Clerk, 220 Clay Street, Cedar Falls, IA 50613 (319) 273-8600

RESOLUTION NO. _____

RESOLUTION LEVYING A FINAL ASSESSMENT FOR COSTS INCURRED BY THE CITY OF CEDAR FALLS, IOWA TO MOW THE PROPERTY LOCATED AT 809 TREMONT STREET, CEDAR FALLS, IOWA, PARCEL ID 8914-12-354-005

WHEREAS, it was determined that the property located at 809 Tremont Street, being legally described as D C OVERMANS ADDITION LOT 2 BLK 1, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8914-12-354-005, was in violation of City of Cedar Falls Ordinance Section 17-246 for failure to mow the property, and

WHEREAS, after notice(s) to abate the nuisance, the owner of record did not abate the nuisance, and after afforded a substantial period of time in which to do so, the City of Cedar Falls did cause the property located at 809 Tremont Street (Parcel ID 8914-12-354-005) to be mowed, and by doing so, incurred expenses for said services, and

WHEREAS, after invoices and notices for the services performed to mow the property were sent to the property owner of record, the owner of record has failed to pay these costs to the City of Cedar Falls.

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the unpaid costs incurred by the City of Cedar Falls, Iowa to abate the nuisance on the above-described property, in the amount of **\$254.65**, be assessed as a lien against the following described real estate, as provided by law, together with an administrative expense of \$5.00, pursuant to Cedar Falls Code Section 15-5, said real estate being legally described as follows:

D C OVERMANS ADDITION LOT 2 BLK 1, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8914-12-354-005

BE IT FURTHER RESOLVED that the City Clerk of the City of Cedar Falls, Iowa, is hereby authorized and directed to place said assessment of record with the proper officials of Black Hawk County, Iowa, in order to make the assessment a lien against the above-described real estate, to be collected in the same manner as property taxes, as provided by law.

PASSED AND ADOPTED this 21st day of October 2024.

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS, IA 50613

(319) 273-8600

DATE: 7/31/24

TO: CLARA HUDSON
1513 BROOKSIDE DRIVE
CEDAR FALLS, IA 50613

CUSTOMER NO: 5762/5762

TYPE: MS - MISCELLANEOUS

CHARGE	DATE	DESCRIPTION	REF-NUMBER	DUE DATE	TOTAL AMOUNT
	7/29/22	BEGINNING BALANCE			145.39
	8/18/22	PAYMENT			145.39-
CEMOW	7/09/24	MOWED LAWN ON: 7/2/24 PER ORDINANCE 17-246&247 PROFESSIONAL LAWN CARE INV.#20144 CODE ENFORCEMENT/ADMIN.FEES	41363	8/08/24	202.65 \$142.50 \$60.15

1.5 % LATE FEE WILL BE ASSESSED ON PAYMENTS OVER
30 DAYS

CURRENT	30 DAYS	60 DAYS	90 DAYS
202.65			

DUE DATE: 8/30/24

PAYMENT DUE: 202.65
TOTAL DUE: \$202.65

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 7/31/24 DUE DATE: 8/30/24
CUSTOMER NO: 5762/5762

NAME: HUDSON, CLARA
TYPE: MS - MISCELLANEOUS

REMIT AND MAKE CHECK PAYABLE TO:
CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS IA 50613
(319) 273-8600

TOTAL DUE: \$202.65



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

CITY OF CEDAR FALLS, IOWA

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

August 2, 2024

Clara Hudson
1513 Brookside Drive
Cedar Falls, IA 50613

Dear Clara Hudson,

Enclosed you will find your latest statement. There is an outstanding charge for Code enforcement-mowing at 809 Tremont on 7/2/24 for \$202.65, as well as late fees of \$0.00 for a total amount due of \$202.65. **If no payment is received by August 30, 2024, we will put a lien on your property.**

If you have any questions, please feel free to call me at 319-268-5104. We thank you for your immediate attention to this matter.

Remit to: City of Cedar Falls
Accounts Receivable
220 Clay Street
Cedar Falls, IA 50613

Sincerely,

City of Cedar Falls

Andrea Ludwig
Financial Clerk

Enclosure

INVOICE

Item 20.

CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS, IA 50613

(319) 273-8600

TO: CLARA HUDSON
1513 BROOKSIDE DRIVE
CEDAR FALLS, IA 50613

INVOICE NO: 41363
DATE: 7/09/24

CUSTOMER NO: 5762/5762

TYPE: MS - MISCELLANEOUS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	MOWED LAWN ON: 7/2/24 PER ORDINANCE 17-246&247 PROFESSIONAL LAWN CARE INV.#20144 CODE ENFORCEMENT/ADMIN.FEES	202.65	202.65
			\$142.50
			\$60.15

1.5 % LATE FEE WILL BE ASSESSED ON PAYMENTS OVER
30 DAYS

TOTAL DUE: \$202.65

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 7/09/24 DUE DATE: 8/08/24 NAME: HUDSON, CLARA
CUSTOMER NO: 5762/5762 TYPE: MS - MISCELLANEOUS

REMIT AND MAKE CHECK PAYABLE TO:
CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS IA 50613

INVOICE NO: 41363
TERMS: NET 30 DAYS

AMOUNT:

\$202.65

234



DEPARTMENT OF COMMUNITY DEVELOPMENT

CODE ENFORCEMENT
CITY OF CEDAR FALLS, IOWA
220 Clay Street
Cedar Falls, IA 50613
Phone(319) 273-8606
Fax (319) 273-8610
www.cedarfalls.com

**LEGAL NOTICE OF NUISANCE TO BE ABATED:
GRASS AND WEEDS**

EFFECTIVE DATE OF THIS NOTICE: 6/24/2024 Case # 24-1044-GRSS
PROPERTY RESIDENT: Unknown Occupant
PROPERTY ADDRESS: 809 Tremont St

Property Owner Name: Clara J Hudson
Property Owner Address: 1513 Brookside Dr
Cedar Falls, IA 50613

A complaint has been brought to the attention of this office and an inspection of the property found that grass and/or weeds have been allowed to become a nuisance. The property is legally described as follows:

D C OVERMANS ADDITION LOT 2 BLK 1

Please refer to Ordinance Section 17-246 for orientation purposes and compliance requirements. Your cooperation in complying with this ordinance is appreciated. The City will inspect the property in seven (7) days from the date of this mailing notice, on 7/1/2024, to confirm compliance with the Ordinance requirements.

The following deficiencies have been observed: The grass and weeds on this property have been measured and is exceeding the City's 8-inch maximum height allowance. If the property is not brought into compliance after seven days, the City will mow the property to bring it into compliance.

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

(a) It shall be unlawful for the owner or person in possession or control of any land within the city to maintain, cause or permit a nuisance as defined in this section to exist upon such land. For purposes of this section, the term "nuisance" means noxious weeds, which shall include the following:

- (1) Those defined in Iowa Code § 317.1A;
- (2) Grass and weeds exceeding eight inches in height;
- (3) Volunteer trees, bushes or other vegetation that have not been intentionally planted or which have spread through natural means into unsuitable or unsightly areas, such as in cracks or crevices along building foundations, driveways, retaining walls, sidewalks, or other similar improvements.

Sec. 15-2(18) Nuisance Defined

Dense growth of all weeds, vines, brush or other vegetation, including dead bushes, and dead woody plants, or other overgrown or unkempt bushes or other growth, in the city so as to constitute a health, safety or fire hazard.

(Code 2017, § 18-2; Ord. No. 2625, § 1, 5-29-2007; Ord. No. 2882, §§ 1—4, 9-19-2016; Ord. No. 2942, § 1, 6-3-2019)

Code Section	Nature of the Violation	Comply By
IACF 17-246(a) Noxious Weeds	It shall be unlawful for the owner or person in possession or control of any land within the city to maintain, cause or permit a nuisance as defined in this section to exist upon such land. For purposes of this section, a nuisance is defined as noxious weeds, which shall include the following: (1) Quack grass (<i>Agropyron repens</i>); (2) Perennial sow thistle (<i>Sonchus arvensis</i>); (3) European morning glory and field bindweed (<i>Convolvulus arvensis</i>); (4) Horse nettle (<i>Solanum carolinense</i>); (5) Leafy spurge (<i>Euphorbia esula</i>); (6) Perennial peppergrass (<i>Lepidium draba</i>); (7) Russian knapweed (<i>Centaurea repens</i>); (8) Buckthorn (<i>Rhamnus</i> , not to include <i>Rhamnus frangula</i>), and all other species of thistles belonging in genera of <i>Cirsium</i> and <i>Carduus</i> ; (9) Butterprint (<i>Abutilon theophrasti</i>), annual; (10) Cocklebur (<i>Xanthium commune</i>), annual; (11) Wild mustard (<i>Brassica arvensis</i>), annual; (12) Wild carrot (<i>Daucus carota</i>), biennial; (13) Buckhorn (<i>Plantago lanceolata</i>), perennial; (14) Sheep sorrel (<i>Rumex acetosella</i>), perennial; (15) Sour dock (<i>Rumex crispus</i>), perennial; (16) Smooth dock (<i>Rumex altissimus</i>), perennial; (17) Poison hemlock (<i>Conium maculatum</i>); (18) Wild sunflower (wild strain of <i>Helianthus annus L.</i>), annual; (19) Puncture vine (<i>Trimbulus terrestris</i>), annual; (20) Teasel (<i>Dipsacus</i>), biennial; (21) Grass exceeding 8 inches in height; and (22) Wild vines or wild bushes.	7/1/2024

Further, please be notified that the actual cost and expense of cutting or otherwise destroying the vegetation (manpower, equipment, fuel, etc.), together with the costs of supervision and administration up to the time the property is brought into compliance, shall be recovered by an assessment against the tract of land on which the vegetation is growing. The City shall send an invoice for the total expenses incurred by regular mail to the property owner who failed to abide by the notice to abate, and if the amount shown on the invoice has not been paid within 30 days of the invoice date, the City Clerk shall certify the total amount of the invoice plus any administrative costs to the County Treasurer and such costs shall then be collected with, and in the same manner as, general property taxes.

If you should have any questions concerning this matter, please contact Code Enforcement at (319) 268-5186. If you have already taken care of this problem, the City of Cedar Falls appreciates your cooperation.

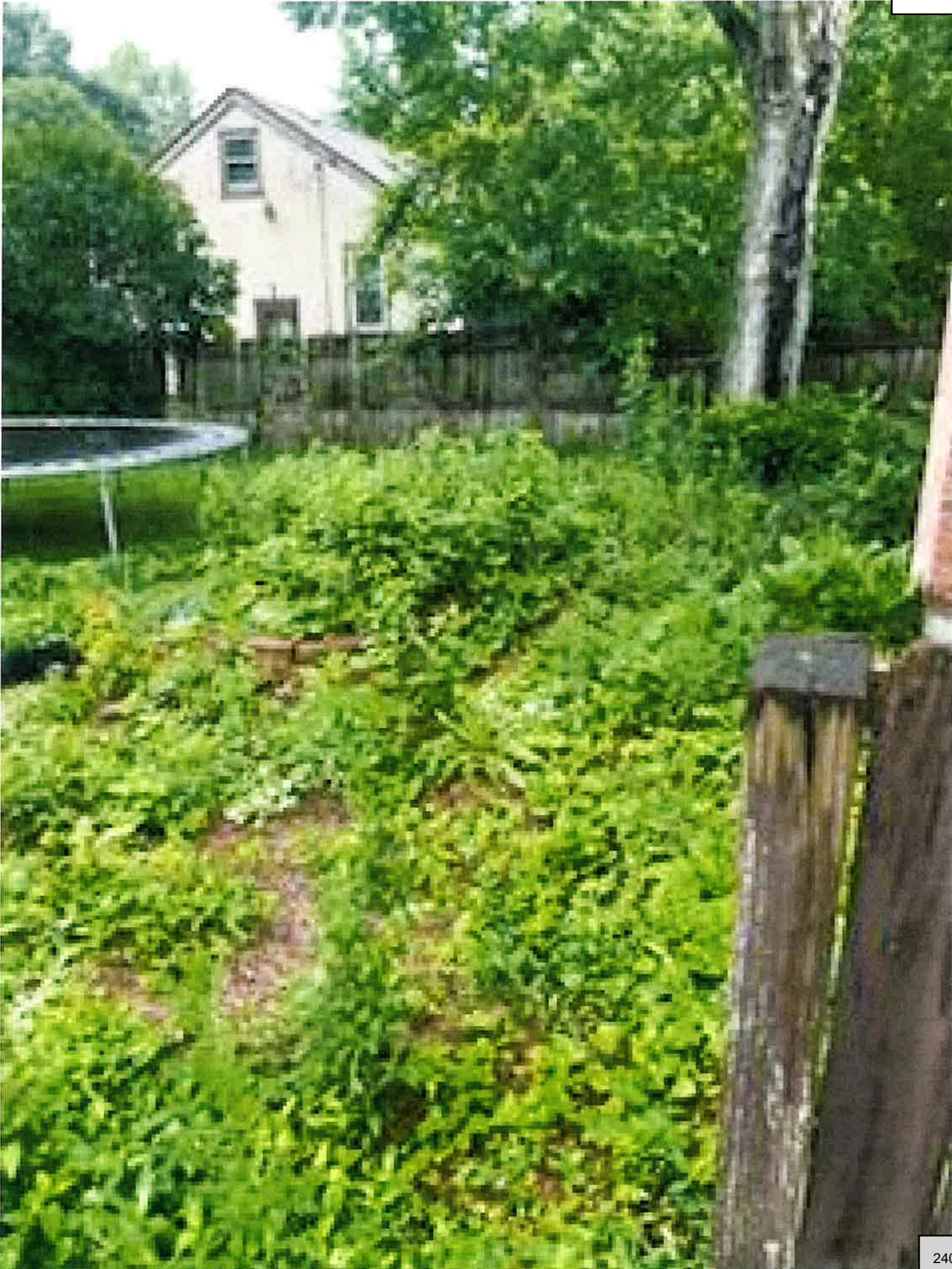
CITY OF CEDAR FALLS CODE ENFORCEMENT



Adam Spray
Code Enforcement Officer

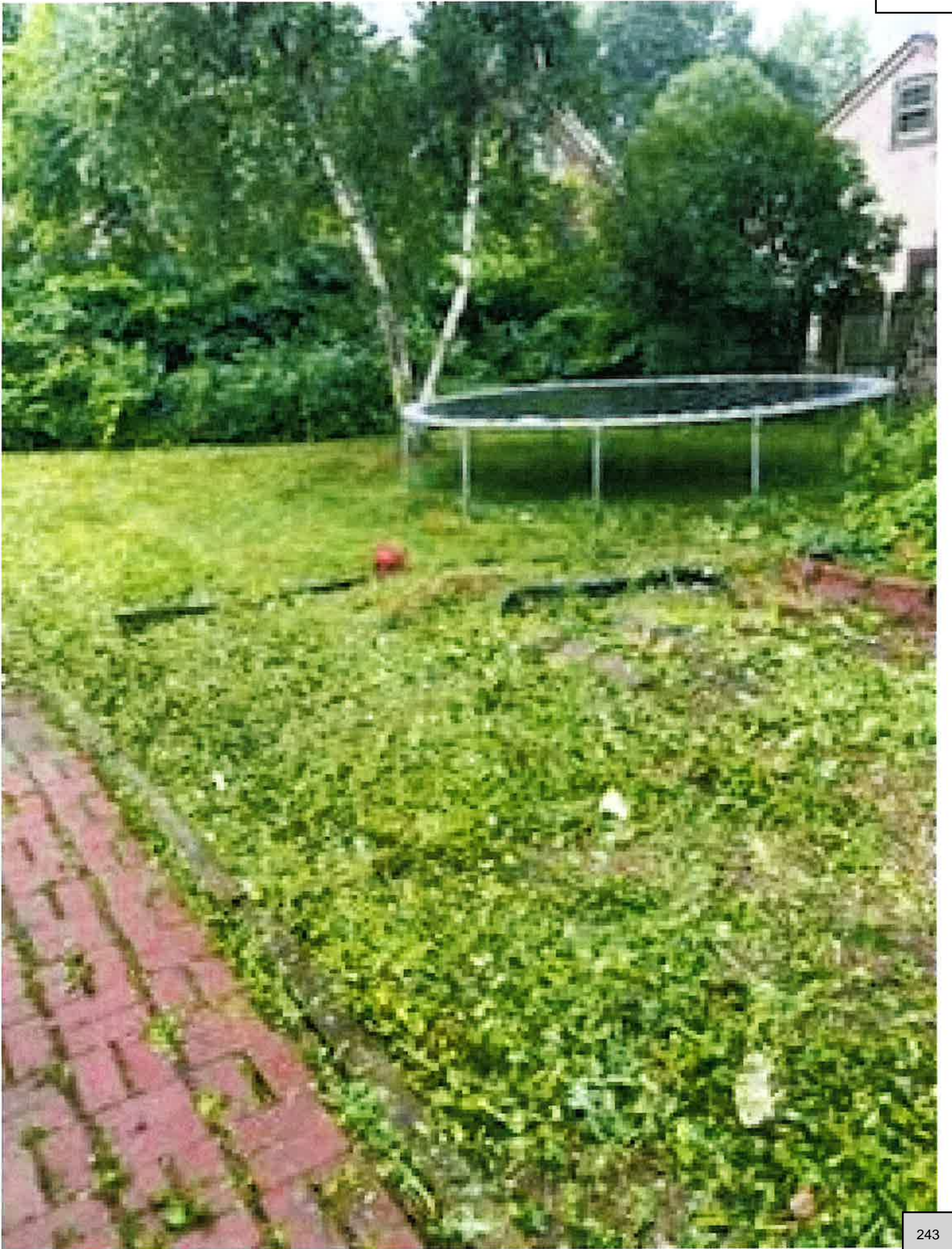


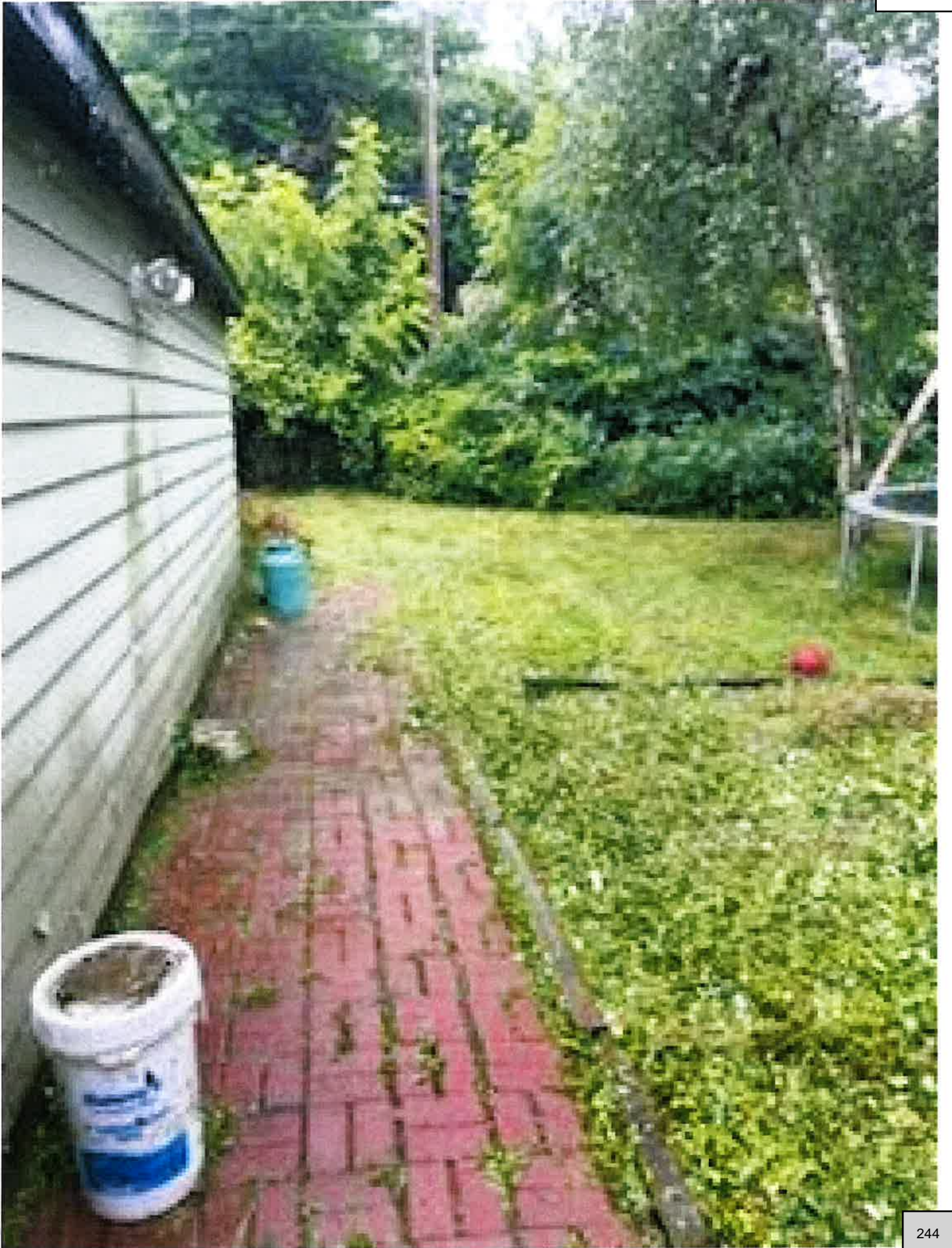
















DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM
Financial Services Division

TO: Kim Kerr, City Clerk
FROM: Andrea Ludwig, Financial Clerk
DATE: August 30, 2024
SUBJECT: Property Assessments

Attached is paperwork regarding one (1) property that had their lawn mowed and weeds removed by the City of Cedar Falls. We have been unsuccessful in collecting this invoice through our normal accounts receivable process. Could you please start the process of assessing these fees against the owner's property taxes?

Clara Hudson
1513 Brookside Drive
Cedar Falls, IA 50613

202.65 July 2024
0.00 2024 (fees)
\$202.65 Total owed

Property address: 809 Tremont St., CF
Parcel #8914-12-354-005

If you have any questions, please feel free to contact me at 5104.

CITY OF CEDAR FALLS, IOWA
COUNTY OF BLACK HAWK
STATE OF IOWA

**NOTICE OF PROPOSED FINAL
ASSESSMENT PROCEEDINGS**

v.

JOHN STEENSEN

TO THE ABOVE-NAMED PERSON(S):	JOHN STEENSEN
PROPERTY DESCRIPTION:	1309 State Street, Cedar Falls, Iowa Black Hawk County Parcel #8914-13-204-007
LEGAL DESCRIPTION OF PROPERTY:	TAYLORS ADDITION LOT 2 BLK 6, Cedar Falls, Black Hawk County, Iowa.

YOU ARE HEREBY NOTIFIED that there is a proposed resolution to place a lien on the property named above in order to collect the costs incurred by the City of Cedar Falls to mow the property located at 1309 State Street, pursuant to City of Cedar Falls Ordinance Section 17-246. This matter is currently set on the Cedar Falls City Council agenda for **October 21st, 2024**.

Please find enclosed the proposed City Council resolution to place a lien on the above-described property. You may satisfy your obligation to pay these costs incurred by the City of Cedar Falls on or before the date set forth above by making payment to the City Clerk's office in person Monday through Friday between 8:00 a.m. and 5:00 p.m., at 220 Clay Street, Cedar Falls, Iowa, 50613, or through the mail.

YOU ARE FURTHER NOTIFIED that unless you pay for these costs before the time of the City Council meeting, the Cedar Falls City Council will seek the resolution to place a lien on the property described above, to be collected, along with interest thereon, in the same manner as property taxes, as provided by law.

Very truly yours,

CITY OF CEDAR FALLS, IOWA

By

Kim Kerr, CMC, City Clerk
City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613

Enclosures.

Exhibit "A"

Prepared by: Kim Kerr, City Clerk, 220 Clay Street, Cedar Falls, IA 50613 (319) 273-8600

RESOLUTION NO. _____

RESOLUTION LEVYING A FINAL ASSESSMENT FOR COSTS INCURRED BY THE CITY OF CEDAR FALLS, IOWA TO MOW THE PROPERTY LOCATED AT 1309 STATE STREET, CEDAR FALLS, IOWA, PARCEL ID 8914-13-204-007

WHEREAS, it was determined that the property located at 1309 State Street, being legally described as TAYLORS ADDITION LOT 2 BLK 6, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8914-13-204-007, was in violation of City of Cedar Falls Ordinance Section 17-246 for failure to mow the property, and

WHEREAS, after notice(s) to abate the nuisance, the owner of record did not abate the nuisance, and after afforded a substantial period of time in which to do so, the City of Cedar Falls did cause the property located at 1309 Clay Street (Parcel ID 8914-13-204-007) to be mowed, and by doing so, incurred expenses for said services, and

WHEREAS, after invoices and notices for the services performed to mow the property were sent to the property owner of record, the owner of record has failed to pay these costs to the City of Cedar Falls.

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the unpaid costs incurred by the City of Cedar Falls, Iowa to abate the nuisance on the above-described property, in the amount of **\$254.65**, be assessed as a lien against the following described real estate, as provided by law, together with an administrative expense of \$5.00, pursuant to Cedar Falls Code Section 15-5, said real estate being legally described as follows:

TAYLORS ADDITION LOT 2 BLK 6, Cedar Falls, Black Hawk County, Iowa,
Parcel ID 8914-13-204-007

BE IT FURTHER RESOLVED that the City Clerk of the City of Cedar Falls, Iowa, is hereby authorized and directed to place said assessment of record with the proper officials of Black Hawk County, Iowa, in order to make the assessment a lien against the above-described real estate, to be collected in the same manner as property taxes, as provided by law.

PASSED AND ADOPTED this 21st day of October 2024.

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

August 2, 2024

John Steensen
907 Russell Avenue
Lufkin, TX 75904

Dear John Steensen,

Enclosed you will find your latest statement. There is an outstanding charge for Code enforcement-mowing at 1309 State St., Cedar Falls, IA on 7/1/24 for \$202.65, as well as late fees of \$0.00 for a total amount due of \$202.65. **If no payment is received by August 19, 2024, we will put a lien on your property.**

If you have any questions, please feel free to call me at 319-268-5104. We thank you for your immediate attention to this matter.

Remit to: City of Cedar Falls
Accounts Receivable
220 Clay Street
Cedar Falls, IA 50613

Sincerely,

City of Cedar Falls

A handwritten signature in black ink, appearing to read "Andrea Ludwig".

Andrea Ludwig
Financial Clerk

Enclosure

INVOICE

Item 21.

CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS, IA 50613

(319) 273-8600

TO: JOHN STEENSEN
907 RUSSELL AVENUE
LUFKIN, TX 75904

INVOICE NO: 41369
DATE: 7/09/24

CUSTOMER NO: 5981/5981

TYPE: MS - MISCELLANEOUS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	MOWED LAWN ON: 7/1/24 PER ORDINANCE 17-246&247 LOCATION: 1309 STATE STREET, CEDAR FALLS, IA 50613 PROFESSIONAL LAWN CARE INV.#20143 CODE ENFORCEMENT/ADMIN.FEES	202.65	202.65
			\$142.50
			\$60.15

1.5 % LATE FEE WILL BE ASSESSED ON PAYMENTS OVER
30 DAYS

TOTAL DUE: \$202.65

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 7/09/24 DUE DATE: 8/08/24
CUSTOMER NO: 5981/5981

NAME: STEENSEN, JOHN
TYPE: MS - MISCELLANEOUS

REMIT AND MAKE CHECK PAYABLE TO:
CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS IA 50613

INVOICE NO: 41369
TERMS: NET 30 DAYS

AMOUNT:

\$202.65

250



DEPARTMENT OF COMMUNITY DEVELOPMENT

CODE ENFORCEMENT
CITY OF CEDAR FALLS, IOWA
220 Clay Street
Cedar Falls, IA 50613
Phone(319) 273-8606
Fax (319) 273-8610
www.cedarfalls.com

**LEGAL NOTICE OF NUISANCE TO BE ABATED:
GRASS AND WEEDS**

EFFECTIVE DATE OF THIS NOTICE: 6/19/2024 Case # 24-1019-GRSS
PROPERTY RESIDENT: Vacant
PROPERTY ADDRESS: 1309 State St

Property Owner Name: John Steensen
Property Owner Address: 907 Russell Ave
Lufkin, TX 75904

A complaint has been brought to the attention of this office and an inspection of the property found that grass and/or weeds have been allowed to become a nuisance. The property is legally described as follows:

TAYLORS ADDITION LOT 2 BLK 6

Please refer to Ordinance Section 17-246 for orientation purposes and compliance requirements. Your cooperation in complying with this ordinance is appreciated. The City will inspect the property in seven (7) days from the date of this mailing notice, on 6/26/2024, to confirm compliance with the Ordinance requirements.

The following deficiencies have been observed: The grass and weeds on this property have been measured and is exceeding the City's 8-inch maximum height allowance. If the property is not brought into compliance after seven days, the City will mow the property to bring it into compliance.

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

(a) It shall be unlawful for the owner or person in possession or control of any land within the city to maintain, cause or permit a nuisance as defined in this section to exist upon such land. For purposes of this section, the term "nuisance" means noxious weeds, which shall include the following:

- (1) Those defined in Iowa Code § 317.1A;
- (2) Grass and weeds exceeding eight inches in height;
- (3) Volunteer trees, bushes or other vegetation that have not been intentionally planted or which have spread through natural means into unsuitable or unsightly areas, such as in cracks or crevices along building foundations, driveways, retaining walls, sidewalks, or other similar improvements.

Sec. 15-2(18) Nuisance Defined

Dense growth of all weeds, vines, brush or other vegetation, including dead bushes, and dead woody plants, or other overgrown or unkempt bushes or other growth, in the city so as to constitute a health, safety or fire hazard.

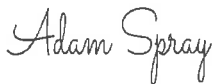
(Code 2017, § 18-2; Ord. No. 2625, § 1, 5-29-2007; Ord. No. 2882, §§ 1—4, 9-19-2016; Ord. No. 2942, § 1, 6-3-2019)

Code Section	Nature of the Violation	Comply By
IACF 17-246(a) Noxious Weeds	It shall be unlawful for the owner or person in possession or control of any land within the city to maintain, cause or permit a nuisance as defined in this section to exist upon such land. For purposes of this section, a nuisance is defined as noxious weeds, which shall include the following: (1) Quack grass (<i>Agropyron repens</i>); (2) Perennial sow thistle (<i>Sonchus arvensis</i>); (3) European morning glory and field bindweed (<i>Convolvulus arvensis</i>); (4) Horse nettle (<i>Solanum carolinense</i>); (5) Leafy spurge (<i>Euphorbia esula</i>); (6) Perennial peppergrass (<i>Lepidium draba</i>); (7) Russian knapweed (<i>Centaurea repens</i>); (8) Buckthorn (<i>Rhamnus</i> , not to include <i>Rhamnus frangula</i>), and all other species of thistles belonging in genera of <i>Cirsium</i> and <i>Carduus</i> ; (9) Butterprint (<i>Abutilon theophrasti</i>), annual; (10) Cocklebur (<i>Xanthium commune</i>), annual; (11) Wild mustard (<i>Brassica arvensis</i>), annual; (12) Wild carrot (<i>Daucus carota</i>), biennial; (13) Buckhorn (<i>Plantago lanceolata</i>), perennial; (14) Sheep sorrel (<i>Rumex acetosella</i>), perennial; (15) Sour dock (<i>Rumex crispus</i>), perennial; (16) Smooth dock (<i>Rumex altissimus</i>), perennial; (17) Poison hemlock (<i>Conium maculatum</i>); (18) Wild sunflower (wild strain of <i>Helianthus annus L.</i>), annual; (19) Puncture vine (<i>Trimbulus terrestris</i>), annual; (20) Teasel (<i>Dipsacus</i>), biennial; (21) Grass exceeding 8 inches in height; and (22) Wild vines or wild bushes.	6/26/2024

Further, please be notified that the actual cost and expense of cutting or otherwise destroying the vegetation (manpower, equipment, fuel, etc.), together with the costs of supervision and administration up to the time the property is brought into compliance, shall be recovered by an assessment against the tract of land on which the vegetation is growing. The City shall send an invoice for the total expenses incurred by regular mail to the property owner who failed to abide by the notice to abate, and if the amount shown on the invoice has not been paid within 30 days of the invoice date, the City Clerk shall certify the total amount of the invoice plus any administrative costs to the County Treasurer and such costs shall then be collected with, and in the same manner as, general property taxes.

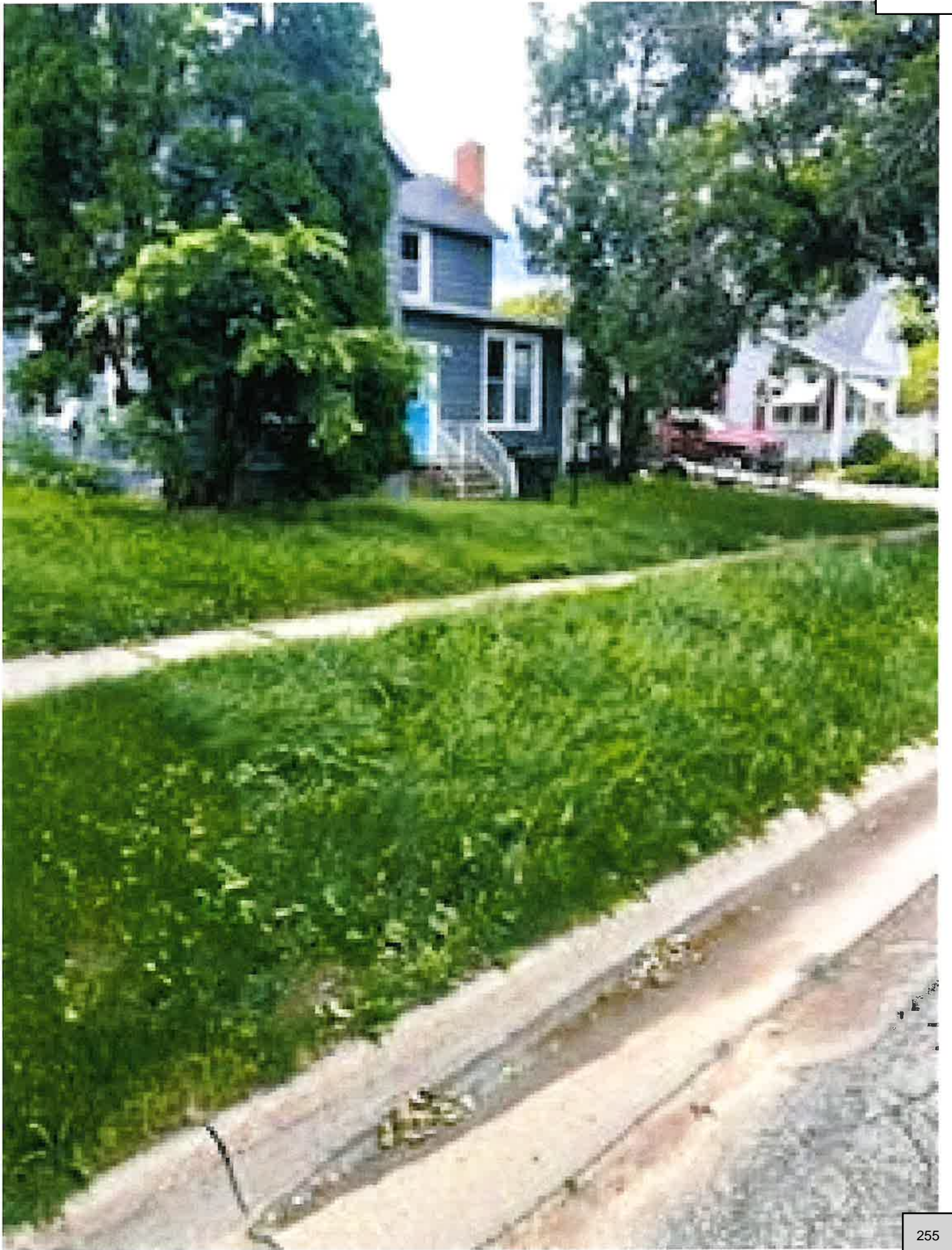
If you should have any questions concerning this matter, please contact Code Enforcement at (319) 268-5186. If you have already taken care of this problem, the City of Cedar Falls appreciates your cooperation.

CITY OF CEDAR FALLS CODE ENFORCEMENT



Adam Spray
Code Enforcement Officer

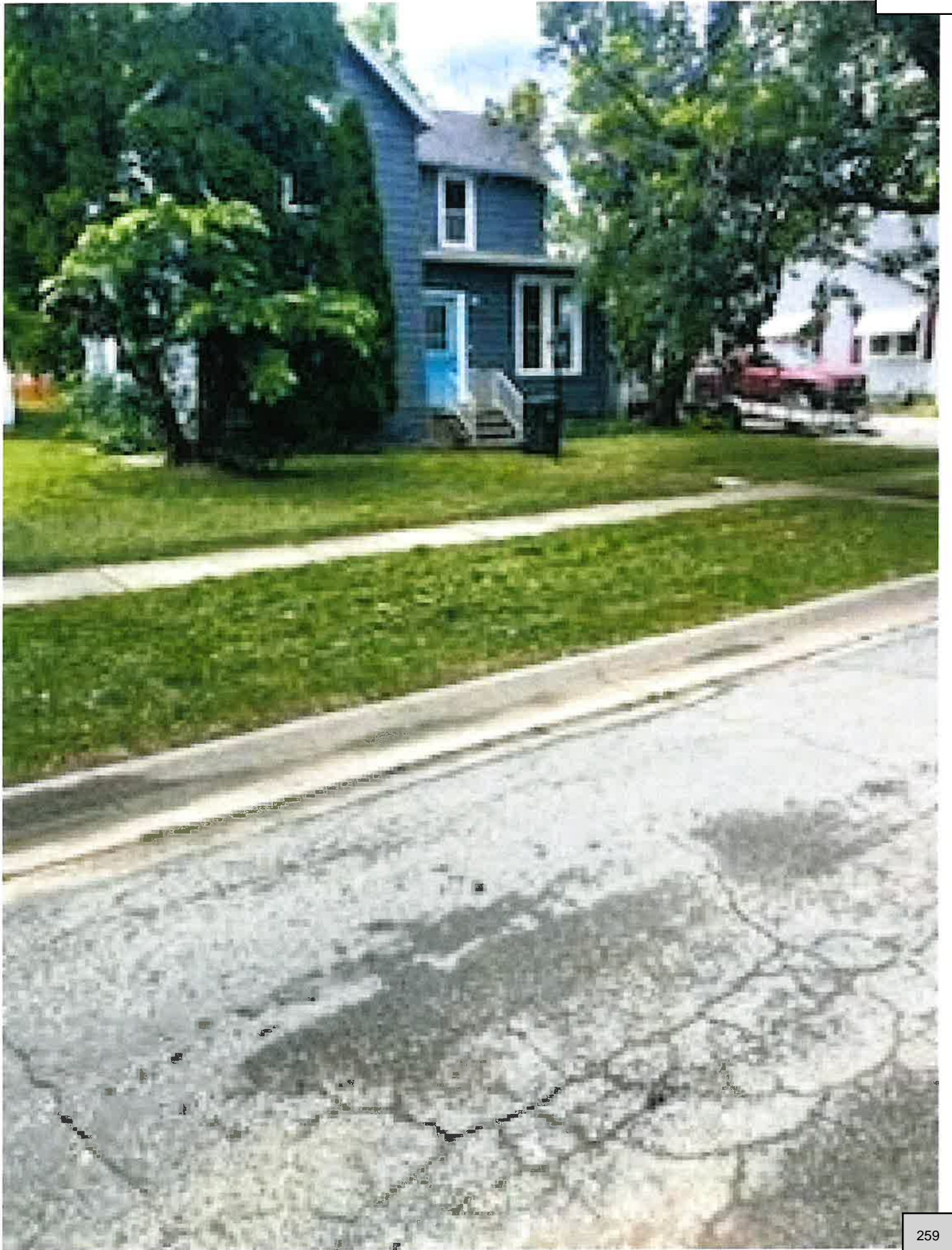


















DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM

Financial Services Division

TO: Kim Kerr, City Clerk
FROM: Andrea Ludwig, Financial Clerk
DATE: August 28, 2024
SUBJECT: Property Assessments

Attached is paperwork regarding one (1) property that had their lawn mowed and weeds removed by the City of Cedar Falls. We have been unsuccessful in collecting this invoice through our normal accounts receivable process. Could you please start the process of assessing these fees against the owner's property taxes?

John Steensen
907 Russell Avenue
Lufkin, TX 75904

202.65 July 2024
0.00 2024 (fees)
\$202.65 Total owed

Property address: 1309 State St., CF
Parcel #8914-13-204-007

If you have any questions, please feel free to contact me at 5104.

CITY OF CEDAR FALLS, IOWA
COUNTY OF BLACK HAWK
STATE OF IOWA

**NOTICE OF PROPOSED FINAL
ASSESSMENT PROCEEDINGS**

v.

KAREN MCELLIGATT

TO THE ABOVE-NAMED PERSON(S):	KAREN MCELLIGATT
PROPERTY DESCRIPTION:	1603 Clay Street, Cedar Falls, Iowa Black Hawk County Parcel #8914-13-177-002
LEGAL DESCRIPTION OF PROPERTY:	J R AND S CAMERONS SECOND ADD LOT 1 BLK 18, Cedar Falls, Black Hawk County, Iowa.

YOU ARE HEREBY NOTIFIED that there is a proposed resolution to place a lien on the property named above in order to collect the costs incurred by the City of Cedar Falls to mow the property located at 1603 Clay Street, pursuant to City of Cedar Falls Ordinance Section 17-246. This matter is currently set on the Cedar Falls City Council agenda for **October 21st, 2024**.

Please find enclosed the proposed City Council resolution to place a lien on the above-described property. You may satisfy your obligation to pay these costs incurred by the City of Cedar Falls on or before the date set forth above by making payment to the City Clerk's office in person Monday through Friday between 8:00 a.m. and 5:00 p.m., at 220 Clay Street, Cedar Falls, Iowa, 50613, or through the mail.

YOU ARE FURTHER NOTIFIED that unless you pay for these costs before the time of the City Council meeting, the Cedar Falls City Council will seek the resolution to place a lien on the property described above, to be collected, along with interest thereon, in the same manner as property taxes, as provided by law.

Very truly yours,

CITY OF CEDAR FALLS, IOWA

By

Kim Kerr, CMC, City Clerk
City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613

Enclosures.

Exhibit "A"

Prepared by: Kim Kerr, City Clerk, 220 Clay Street, Cedar Falls, IA 50613 (319) 273-8600

RESOLUTION NO. _____

RESOLUTION LEVYING A FINAL ASSESSMENT FOR COSTS INCURRED BY THE CITY OF CEDAR FALLS, IOWA TO MOW THE PROPERTY LOCATED AT 1603 CLAY STREET, CEDAR FALLS, IOWA, PARCEL ID 8914-13-177-002

WHEREAS, it was determined that the property located at 1603 Clay Street, being legally described as J R AND S CAMERONS SECOND ADD LOT 1 BLK 18, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8914-13-177-002, was in violation of City of Cedar Falls Ordinance Section 17-246 for failure to mow the property, and

WHEREAS, after notice(s) to abate the nuisance, the owner of record did not abate the nuisance, and after afforded a substantial period of time in which to do so, the City of Cedar Falls did cause the property located at 1603 Clay Street (Parcel ID 8914-13-177-002) to be mowed, and by doing so, incurred expenses for said services, and

WHEREAS, after invoices and notices for the services performed to mow the property were sent to the property owner of record, the owner of record has failed to pay these costs to the City of Cedar Falls.

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the unpaid costs incurred by the City of Cedar Falls, Iowa to abate the nuisance on the above-described property, in the amount of **\$204.66**, be assessed as a lien against the following described real estate, as provided by law, together with an administrative expense of \$5.00, pursuant to Cedar Falls Code Section 15-5, said real estate being legally described as follows:

J R AND S CAMERONS SECOND ADD LOT 1 BLK 18, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8914-13-177-002

BE IT FURTHER RESOLVED that the City Clerk of the City of Cedar Falls, Iowa, is hereby authorized and directed to place said assessment of record with the proper officials of Black Hawk County, Iowa, in order to make the assessment a lien against the above-described real estate, to be collected in the same manner as property taxes, as provided by law.

PASSED AND ADOPTED this 21st day of October 2024.

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS, IA 50613

(319) 273-8600

DATE: 7/31/24

TO: KAREN MCELLIGATT
1603 CLAY STREET
CEDAR FALLS, IA 50613

CUSTOMER NO: 5990/5990

TYPE: MS - MISCELLANEOUS

CHARGE	DATE	DESCRIPTION	REF-NUMBER	DUE DATE	TOTAL AMOUNT
	0/00/00	BEGINNING BALANCE			.00
CEMOW	6/12/24	MOWED LAWN ON: 5/31/24 PER ORDINANCE 17-246&247	41257	7/12/24	150.40
		PROFESSIONAL LAWN CARE INV.#20031			\$95.00
		CODE ENFORCEMENT/ADMIN.FEES			\$55.40
GFFIN	7/31/24	FINANCE CHARGE-GEN FUND		8/30/24	2.26

1.5 % LATE FEE WILL BE ASSESSED ON PAYMENTS OVER
30 DAYS

CURRENT	30 DAYS	60 DAYS	90 DAYS
2.26	150.40		

DUE DATE: 8/30/24

PAYMENT DUE: 152.66
TOTAL DUE: \$152.66

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 7/31/24 DUE DATE: 8/30/24
CUSTOMER NO: 5990/5990

NAME: MCELLIGATT, KAREN
TYPE: MS - MISCELLANEOUS

REMIT AND MAKE CHECK PAYABLE TO:
CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS IA 50613
(319) 273-8600

TOTAL DUE: \$152.66



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

CITY OF CEDAR FALLS, IOWA

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

August 2, 2024

Karen McElligatt
1603 Clay Street
Cedar Falls, IA 50613

Dear Karen McElligatt,

Enclosed you will find your latest statement. There is an outstanding charge for Code enforcement-mowing on 5/31/24 for \$150.40, as well as late fees of \$2.26 for a total amount due of \$152.66. **If no payment is received by August 19, 2024, we will put a lien on your property.**

If you have any questions, please feel free to call me at 319-268-5104. We thank you for your immediate attention to this matter.

Remit to: City of Cedar Falls
Accounts Receivable
220 Clay Street
Cedar Falls, IA 50613

Sincerely,

City of Cedar Falls

A handwritten signature in black ink, appearing to read "Andrea Ludwig".

Andrea Ludwig
Financial Clerk

Enclosure

INVOICE

Item 22.

CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS, IA 50613

(319) 273-8600

TO: KAREN MCELLIGATT
1603 CLAY STREET
CEDAR FALLS, IA 50613

INVOICE NO: 41257
DATE: 6/12/24

CUSTOMER NO: 5990/5990

TYPE: MS - MISCELLANEOUS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	MOWED LAWN ON: 5/31/24 PER ORDINANCE 17-246&247 PROFESSIONAL LAWN CARE INV.#20031 CODE ENFORCEMENT/ADMIN.FEES	150.40	150.40
			\$95.00
			\$55.40

1.5 % LATE FEE WILL BE ASSESSED ON PAYMENTS OVER
30 DAYS

TOTAL DUE: \$150.40

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 6/12/24 DUE DATE: 7/12/24
CUSTOMER NO: 5990/5990

NAME: MCELLIGATT, KAREN
TYPE: MS - MISCELLANEOUS

REMIT AND MAKE CHECK PAYABLE TO:
CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS IA 50613

INVOICE NO: 41257
TERMS: NET 30 DAYS

AMOUNT:

\$150.40

267



DEPARTMENT OF COMMUNITY DEVELOPMENT

CODE ENFORCEMENT
CITY OF CEDAR FALLS, IOWA
220 Clay Street
Cedar Falls, IA 50613
Phone(319) 273-8606
Fax (319) 273-8610
www.cedarfalls.com

LEGAL NOTICE OF NUISANCE TO BE ABATED:
GRASS AND WEEDS

EFFECTIVE DATE OF THIS NOTICE: 5/23/2024 Case # 24-0846-GRSS
PROPERTY RESIDENT: Vacant Lot
PROPERTY ADDRESS: 1603 Clay St
Property Owner Name: Karen Mc Elligatt
Property Owner Address: 1603 Clay St
Cedar Falls, IA 50613

A complaint has been brought to the attention of this office and an inspection of the property found that grass and/or weeds have been allowed to become a nuisance. The property is legally described as follows:

J R AND S CAMERONS SECOND ADD LOT 1 BLK 18

Please refer to Ordinance Section 17-246 for orientation purposes and compliance requirements. Your cooperation in complying with this ordinance is appreciated. The City will inspect the property in seven (7) days from the date of this mailing notice, on 5/30/2024, to confirm compliance with the Ordinance requirements.

The following deficiencies have been observed: The grass and weeds on this property have been measured and is exceeding the City's 8-inch maximum height allowance. If the property is not brought into compliance after seven days, the City will mow the property to bring it into compliance.

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

(a) It shall be unlawful for the owner or person in possession or control of any land within the city to maintain, cause or permit a nuisance as defined in this section to exist upon such land. For purposes of this section, the term "nuisance" means noxious weeds, which shall include the following:

- (1) Those defined in Iowa Code § 317.1A;
(2) Grass and weeds exceeding eight inches in height;
(3) Volunteer trees, bushes or other vegetation that have not been intentionally planted or which have spread through natural means into unsuitable or unsightly areas, such as in cracks or crevices along building foundations, driveways, retaining walls, sidewalks, or other similar improvements.

Sec. 15-2(18) Nuisance Defined

Dense growth of all weeds, vines, brush or other vegetation, including dead bushes, and dead woody plants, or other overgrown or unkempt bushes or other growth, in the city so as to constitute a health, safety or fire hazard.

(Code 2017, § 18-2; Ord. No. 2625, § 1, 5-29-2007; Ord. No. 2882, §§ 1-4, 9-19-2016; Ord. No. 2942, § 1, 6-3-2019)

Code Section	Nature of the Violation	Comply By
IACF 17-246(a) Noxious Weeds	It shall be unlawful for the owner or person in possession or control of any land within the city to maintain, cause or permit a nuisance as defined in this section to exist upon such land. For purposes of this section, a nuisance is defined as noxious weeds, which shall include the following: (1) Quack grass (<i>Agropyron repens</i>); (2) Perennial sow thistle (<i>Sonchus arvensis</i>); (3) European morning glory and field bindweed (<i>Convolvulus arvensis</i>); (4) Horse nettle (<i>Solanum carolinense</i>); (5) Leafy spurge (<i>Euphorbia esula</i>); (6) Perennial peppergrass (<i>Lepidium draba</i>); (7) Russian knapweed (<i>Centaurea repens</i>); (8) Buckthorn (<i>Rhamnus</i> , not to include <i>Rhamnus frangula</i>), and all other species of thistles belonging in genera of <i>Cirsium</i> and <i>Carduus</i> ; (9) Butterprint (<i>Abutilon theophrasti</i>), annual; (10) Cocklebur (<i>Xanthium commune</i>), annual; (11) Wild mustard (<i>Brassica arvensis</i>), annual; (12) Wild carrot (<i>Daucus carota</i>), biennial; (13) Buckhorn (<i>Plantago lanceolata</i>), perennial; (14) Sheep sorrel (<i>Rumex acetosella</i>), perennial; (15) Sour dock (<i>Rumex crispus</i>), perennial; (16) Smooth dock (<i>Rumex altissimus</i>), perennial; (17) Poison hemlock (<i>Conium maculatum</i>); (18) Wild sunflower (wild strain of <i>Helianthus annus L.</i>), annual; (19) Puncture vine (<i>Trimbulus terrestris</i>), annual; (20) Teasel (<i>Dipsacus</i>), biennial; (21) Grass exceeding 8 inches in height; and (22) Wild vines or wild bushes.	5/30/2024

Further, please be notified that the actual cost and expense of cutting or otherwise destroying the vegetation (manpower, equipment, fuel, etc.), together with the costs of supervision and administration up to the time the property is brought into compliance, shall be recovered by an assessment against the tract of land on which the vegetation is growing. The City shall send an invoice for the total expenses incurred by regular mail to the property owner who failed to abide by the notice to abate, and if the amount shown on the invoice has not been paid within 30 days of the invoice date, the City Clerk shall certify the total amount of the invoice plus any administrative costs to the County Treasurer and such costs shall then be collected with, and in the same manner as, general property taxes.

If you should have any questions concerning this matter, please contact Code Enforcement at (319) 268-5186. If you have already taken care of this problem, the City of Cedar Falls appreciates your cooperation.

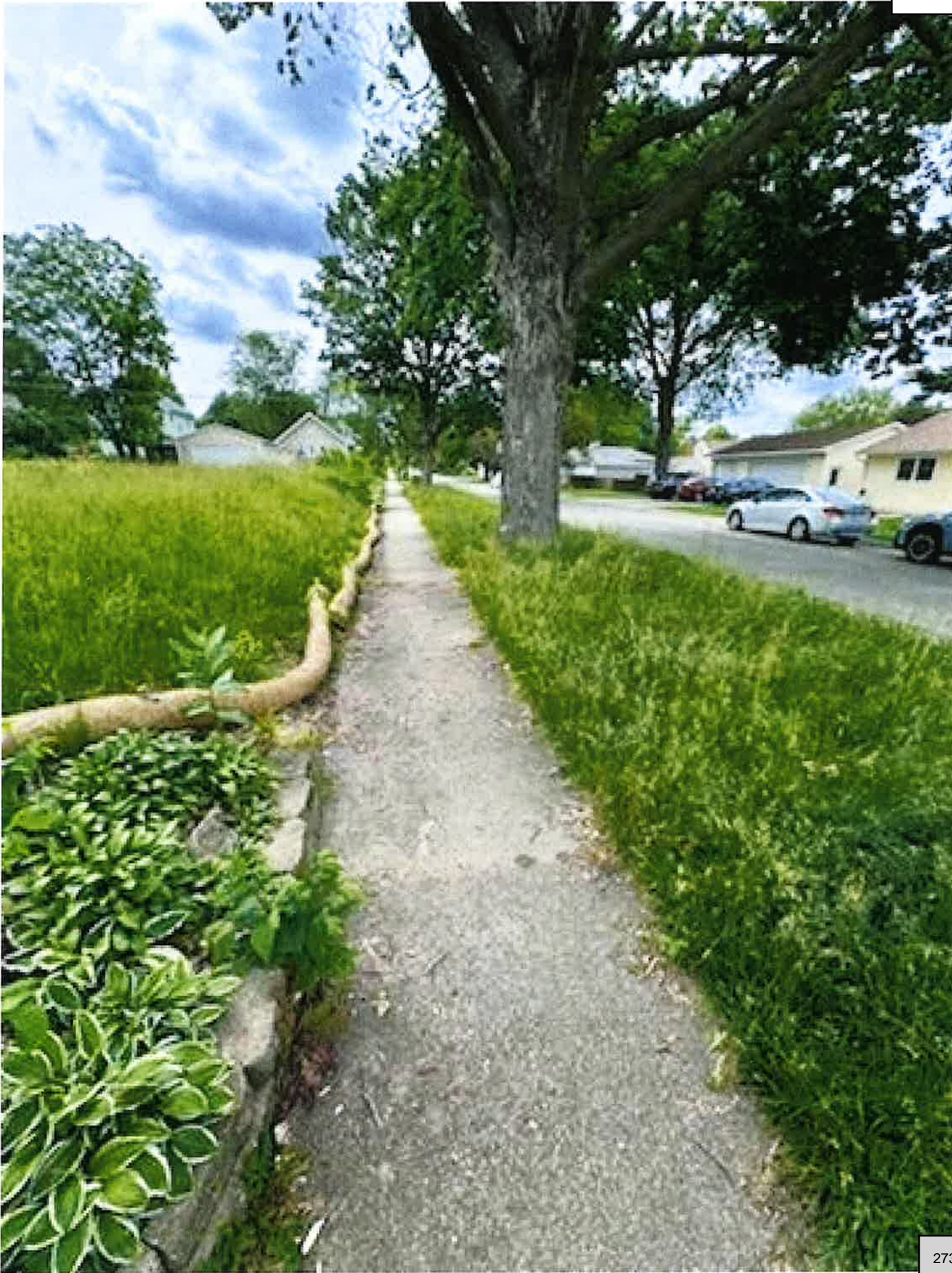
CITY OF CEDAR FALLS CODE ENFORCEMENT



Adam Spray
Code Enforcement

















DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM

Financial Services Division

TO: Kim Kerr, City Clerk
FROM: Andrea Ludwig, Financial Clerk
DATE: August 28, 2024
SUBJECT: Property Assessments

Attached is paperwork regarding one (1) property that had their lawn mowed and weeds removed by the City of Cedar Falls. We have been unsuccessful in collecting this invoice through our normal accounts receivable process. Could you please start the process of assessing these fees against the owner's property taxes?

Karen McElligatt
1603 Clay Street
Cedar Falls, IA 50613

150.40 May 2024
2.26 2024 (fees)
\$152.66 Total owed

Property address: 1603 Clay St., CF
Parcel #8914-13-177-002

If you have any questions, please feel free to contact me at 5104.

Exhibit "A"

Prepared by: Kim Kerr, City Clerk, 220 Clay Street, Cedar Falls, IA 50613 (319) 273-8600

RESOLUTION NO. _____

RESOLUTION LEVYING A FINAL ASSESSMENT FOR COSTS INCURRED BY THE CITY OF CEDAR FALLS, IOWA TO REMOVE A HAZARDOUS TREE ON THE PROPERTY LOCATED AT 1937 CLAY STREET, CEDAR FALLS, IOWA, PARCEL ID 8914-13-327-006

WHEREAS, it was determined that the property located at 1937 Clay Street, being legally described as RAILROAD ADDITION C F LOT 3 BLK 7, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8914-13-327-006, was in violation of City of Cedar Falls Ordinance Section 15-2(20) for the presence of dead or diseased ash trees, and

WHEREAS, after notice(s) to abate the nuisance, the owner of record consented for the City to remove the ash tree at the expense of said owner, and timely repay the costs as indicated in the signed Ash Tree Removal Agreement, and

WHEREAS, after an invoice and notice for the services performed for removal of tree and stump were sent to the property owner of record, the owner of record has failed to pay these costs to the City of Cedar Falls.

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the unpaid costs incurred by the City of Cedar Falls, Iowa to abate the nuisance on the above-described property, in the amount of **\$2552.00**, be assessed as a lien against the following described real estate, as provided by law, together with an administrative expense of \$5.00, pursuant to Cedar Falls Code Section 15-5, said real estate being legally described as follows:

RAILROAD ADDITION C F LOT 3 BLK 7, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8914-13-327-006

BE IT FURTHER RESOLVED that the City Clerk of the City of Cedar Falls, Iowa, is hereby authorized and directed to place said assessment of record with the proper officials of Black Hawk County, Iowa, in order to make the assessment a lien against the above-described real estate, to be collected in the same manner as property taxes, as provided by law.

PASSED AND ADOPTED this 21st day of October, 2024.

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

INVOICE

Item 23.

CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS, IA 50613

(319) 273-8600

TO: ANGELA & DARREN DERHAMMER
1937 CLAY STREET
CEDAR FALLS, IA 50613

INVOICE NO: 41686
DATE: 9/06/24

CUSTOMER NO: 6027/6027

TYPE: MS - MISCELLANEOUS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	REMOVAL OF ASH TREES OWNER SHALL HAVE THIRTY (30) DAYS TO REPAY THE CITY, AFTER WHICH DATE THE UNPAID AMOUNT SHALL BE ASSESSED TO THE PROPERTY, TO WHICH ASSESSMENT OWNER HEREBY AGREES. THEREFORE, IF UNPAID, THE CITY SHALL CERTIFY THE AMOUNT, TOGETHER WITH AN ADMINISTRATIVE FEE OF \$5.00, TO THE BLACK HAWK COUNTY TREASURER, TO BE COLLECTED IN THE SAME MANNER AS A PROPERTY TAX.	2,500.00	2,500.00

1.5 % LATE FEE WILL BE ASSESSED ON PAYMENTS OVER
30 DAYS

TOTAL DUE: \$2,500.00

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 9/06/24 DUE DATE:10/07/24
CUSTOMER NO: 6027/6027

NAME: DERHAMMER, ANGELA & DARREN
TYPE: MS - MISCELLANEOUS

REMIT AND MAKE CHECK PAYABLE TO:
CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS IA 50613

INVOICE NO: 41686
TERMS: NET 30 DAYS

AMOUNT: \$2,500.00

280



DEPARTMENT OF PUBLIC WORKS

OPERATIONS & MAINTENANCE DIVISION

2200 TECHNOLOGY PKWY

319-273-8629

FAX 319-273-8632

ENGINEERING DIVISION

220 CLAY STREET

319-268-5161

FAX 319-268-5197

WATER RECLAMATION DIVISION

501 E. 4TH STREET

319-273-8633

FAX 319-268-5566

08/20/2024

Ash Tree Removal Agreement

The undersigned owner(s), (**Angela Derhammer**) (“Owner”), of the property at (**1937 Clay Street**) in the City of Cedar Falls, Iowa (“Property”), hereby acknowledges receipt of notices from the City of Cedar Falls (“City”) of the presence of dead or diseased ash tree(s) located on the Property as identified by the City, and further acknowledges that the presence of such dead or diseased ash tree(s) constitutes a public nuisance under the Code of Ordinances of the City. Owner agrees that such nuisance must be abated and hereby elects one of the two options for abatement as indicated by the responses below:

1. Election of Owner to remove ash tree(s) from Property.

Check here:

Owner shall cause to be removed all ash tree(s) identified by the City from the Property at Owner’s cost. Such ash tree(s) shall be removed in accordance with Code of Ordinances Sec. 15-2(20) no later than sixty (60) days of receipt of this notice. Owner consents to inspection of the Property by representatives of the City to confirm removal. If timely removed, no further enforcement action shall be taken by the City. Owner acknowledges the sufficiency of notice of abatement previously provided, and hereby waives further notice and opportunity to be heard on nuisance and abatement. Owner acknowledges that failure to remove the ash tree(s) by the date indicated may result in further enforcement action by the City including, but not limited to, citation, abatement by the City, and/or court intervention.

2. Consent of Owner for The City to remove ash tree(s) from Property.

Check here:

Owner:

- a) Requests the removal, by the City, of all ash tree(s) identified by the City from the Property. Owner hereby selects either removal flush with ground level or removal including stump by indicating below.
- b) Acknowledges the sufficiency of notice of abatement previously provided by the City, and hereby waives further notice and opportunity to be heard regarding nuisance and abatement.

- c) Acknowledges that the City has obtained quotations from qualified contractors which owner agrees is a fair and reasonable cost for the work to be completed. Owner shall not be responsible for the cost of any permits required to perform the work.
- d) Understands that the below indicated amount shall be paid by the City to the contractor performing the work, which amount shall then be billed to the Owner. Owner shall have Thirty (30) days to repay the City, after which date the unpaid amount shall be assessed to the Property, to which assessment Owner hereby agrees. Thereafter, if unpaid, the City shall certify the amount, together with an administrative fee of \$5.00, to the Black Hawk County Treasurer, to be collected in the same manner as a property tax.
- e) Grants and conveys to the City, its successors and assigns, a temporary right of entry over, under, and above the Property to remove such ash tree(s), together with the right of ingress and egress to the Property for this purpose, until such work is completed. The owner further acknowledges and agrees that notice of entry by the City and/or the City's contractor may be no more than 24 hours in advance.
- f) Acknowledges that if Owner executes this Agreement and cooperates in the City's removal of such ash tree(s), and timely repays the removal cost as indicated, that no further enforcement action shall be undertaken by the City in reference to said ash tree(s).
- g) Hereby selects one of the two removal options by checking below:

Removal within 1' of ground level \$2500.00
 Removal including stump \$ _____

The costs listed above are only guaranteed for sixty (60) days at which time new bids may need to be sought and a new or amended Ash Tree Removal Agreement may be required. The City of Cedar Falls shall replace or restore damage to the Property caused by removal as is reasonable in the circumstances.

8/20/2024
Date

Angela Derhammer
Signature of Owner

Angela Derhammer
Print Name of Owner

State of Iowa, County of Black Hawk:

This record was acknowledged before me on August 20, 2024 by Angela Derhammer as Owner of the Property.

Amy Eggleston
Signature of Notary Public

City of Cedar Falls

By: Amy C Eggleston

Date: August 20, 2024

Its: Black Hawk County, IA



CUSTOMER'S ORDER NO.	DEPARTMENT	DATE 8-27-21
NAME City of Cedar Falls Owens Property Services, Inc.		
ADDRESS 10121 Winslow Rd. Janesville, IA 50647		
CITY, STATE, ZIP IA IA 50613		
319-230-1962		

SOLD BY 1937	CASH Clog	C.O.D.	CHARGE ✓	ON. ACCT.	MOSE. RETD.	PAID OUT
-----------------	--------------	--------	-------------	-----------	-------------	----------

QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	Crane out Ash	total	2500 -
2	tree		
3	Haul away & clean up		
4			
5		total	2500 -
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			

RECEIVED BY (Thank You! Brian)

A-9505
7-46020-48050

KEEP THIS SLIP FOR REFERENCE

01-11

TEMPORARY RIGHT OF ENTRY AGREEMENT

Project Tree Removal at 1937 Clay Street

I, Angela Derhammer, the undersigned owners of 1937 Clay Street, in the City of Cedar Falls, Black Hawk County, Iowa, do hereby grant and convey to the City of Cedar Falls, Iowa, its successors and assigns, a temporary right of entry over, under and above the following described real estate for Tree removal purposes together with the right of ingress and egress to the real estate described as follows:

Tree Removal

Upon completion of any construction work or any maintenance work upon the above described real estate, the City of Cedar Falls, Iowa, its successors and assigns, shall replace or restore any and all damage to said real estate as is reasonable in the circumstances. This agreement shall terminate upon completion of construction.

Signature Angela Derhammer
Address 1937 Clay St
City, State, Zip Cedar Falls IA 50613
Phone: _____

STATE OF IOWA

ss.

COUNTY OF BLACK HAWK

This instrument was acknowledged before me on August 20 2024, by Angela Derhammer, as Notary owner of Cedar Falls 1937 Clay St. Cedar Falls Black Hawk County.

Notary Amy Eggleston
My Commission Expires May 11, 2027





DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM
Financial Services Division

TO: Kim Kerr, City Clerk
FROM: Andrea Ludwig, Financial Clerk
DATE: October 8, 2024
SUBJECT: Property Assessments

Attached is paperwork regarding one (1) property that had their ash tree removed by the City of Cedar Falls. We have been unsuccessful in collecting this invoice through our normal accounts receivable process. Could you please start the process of assessing these fees against the owner's property taxes?

Angela & Darren Derhammer
1937 Clay Street
Cedar Falls, IA 50613

\$2500.00 August 2024
0.00 2024 (fees)
\$2500.00 Total owed

Property address: 1937 Clay St., CF
Parcel #8914-13-327-006

If you have any questions, please feel free to contact me at 5104.

CITY OF CEDAR FALLS, IOWA
COUNTY OF BLACK HAWK
STATE OF IOWA

**NOTICE OF PROPOSED FINAL
ASSESSMENT PROCEEDINGS**

v.

DAVID BUSHBY

TO THE ABOVE-NAMED PERSON(S):	DAVID BUSHBY
PROPERTY DESCRIPTION:	2013 Maplewood Dr, Cedar Falls, Iowa Black Hawk County Parcel #8913-19-251-011
LEGAL DESCRIPTION OF PROPERTY:	LAUREL HEIGHTS ADDITION LOT 39 & EASE, Cedar Falls, Black Hawk County, Iowa.

YOU ARE HEREBY NOTIFIED that there is a proposed resolution to place a lien on the property named above in order to collect the costs incurred by the City of Cedar Falls to mow the property located at 2013 Maplewood Drive, pursuant to City of Cedar Falls Ordinance Section 17-246. This matter is currently set on the Cedar Falls City Council agenda for **October 21st, 2024**.

Please find enclosed the proposed City Council resolution to place a lien on the above-described property. You may satisfy your obligation to pay these costs incurred by the City of Cedar Falls on or before the date set forth above by making payment to the City Clerk's office in person Monday through Friday between 8:00 a.m. and 5:00 p.m., at 220 Clay Street, Cedar Falls, Iowa, 50613, or through the mail.

YOU ARE FURTHER NOTIFIED that unless you pay for these costs before the time of the City Council meeting, the Cedar Falls City Council will seek the resolution to place a lien on the property described above, to be collected, along with interest thereon, in the same manner as property taxes, as provided by law.

Very truly yours,

CITY OF CEDAR FALLS, IOWA

By

Kim Kerr, CMC, City Clerk
City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613

Enclosures.

Exhibit "A"

Prepared by: Kim Kerr, City Clerk, 220 Clay Street, Cedar Falls, IA 50613 (319) 273-8600

RESOLUTION NO. _____

RESOLUTION LEVYING A FINAL ASSESSMENT FOR COSTS INCURRED BY THE CITY OF CEDAR FALLS, IOWA TO MOW THE PROPERTY LOCATED AT 2013 MAPLEWOOD DRIVE, CEDAR FALLS, IOWA, PARCEL ID 8913-19-251-011

WHEREAS, it was determined that the property located at 2013 Maplewood Drive, being legally described as LAUREL HEIGHTS ADDITION LOT 39 & EASE, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8913-19-251-011, was in violation of City of Cedar Falls Ordinance Section 17-246 for failure to mow the property, and

WHEREAS, after notice(s) to abate the nuisance, the owner of record did not abate the nuisance, and after afforded a substantial period of time in which to do so, the City of Cedar Falls did cause the property located at 2013 Maplewood Drive (Parcel ID 8913-19-251-011) to be mowed, and by doing so, incurred expenses for said services, and

WHEREAS, after invoices and notices for the services performed to mow the property were sent to the property owner of record, the owner of record has failed to pay these costs to the City of Cedar Falls.

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the unpaid costs incurred by the City of Cedar Falls, Iowa to abate the nuisance on the above-described property, in the amount of **\$575.89**, be assessed as a lien against the following described real estate, as provided by law, together with an administrative expense of \$5.00, pursuant to Cedar Falls Code Section 15-5, said real estate being legally described as follows:

Laurel Heights Addition Lot 39 & Ease, Cedar Falls, Black Hawk County, Iowa,
Parcel ID 8913-19-251-011

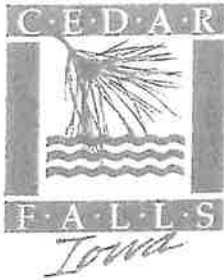
BE IT FURTHER RESOLVED that the City Clerk of the City of Cedar Falls, Iowa, is hereby authorized and directed to place said assessment of record with the proper officials of Black Hawk County, Iowa, in order to make the assessment a lien against the above-described real estate, to be collected in the same manner as property taxes, as provided by law.

PASSED AND ADOPTED this 21st day of October 2024.

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

CITY OF CEDAR FALLS, IOWA

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

August 2, 2024

David Bushby
2013 Maplewood
Cedar Falls, IA 50613

Dear David Bushby,

Enclosed you will find your latest statement. There is an outstanding charge for Code enforcement-mowing and voluntary tree removal on 6/19/24 for \$516.15, as well as late fees of \$7.74 for a total amount due of \$523.89. **If no payment is received by August 19, 2024, we will put a lien on your property.**

If you have any questions, please feel free to call me at 319-268-5104. We thank you for your immediate attention to this matter.

Remit to: City of Cedar Falls
Accounts Receivable
220 Clay Street
Cedar Falls, IA 50613

Sincerely,

City of Cedar Falls

A handwritten signature in black ink, appearing to read "Andrea Ludwig".

Andrea Ludwig
Financial Clerk

Enclosure

INVOICE

Item 24.

CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS, IA 50613

(319) 273-8600

TO: DAVID BUSHBY
2013 MAPLEWOOD DRIVE
CEDAR FALLS, IA 50613

INVOICE NO: 41267
DATE: 6/24/24

CUSTOMER NO: 5347/5347

TYPE: MS - MISCELLANEOUS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	MOWED LAWN ON: 6/19/24 PER ORDINANCE 17-246&247 REMOVE WEEDS AND VOLUNTARY TREES ALL AROUND THE HOUSE PROFESSIONAL LAWN CARE INV.#20064 CODE ENFORCEMENT/ADMIN.FEES	516.15	516.15
			\$427.50
			\$88.65

1.5 % LATE FEE WILL BE ASSESSED ON PAYMENTS OVER
30 DAYS

TOTAL DUE: \$516.15

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 6/24/24 DUE DATE: 7/24/24
CUSTOMER NO: 5347/5347

NAME: BUSHBY, DAVID
TYPE: MS - MISCELLANEOUS

REMIT AND MAKE CHECK PAYABLE TO:
CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS IA 50613

INVOICE NO: 41267
TERMS: NET 30 DAYS

AMOUNT:

\$51 289



DEPARTMENT OF COMMUNITY DEVELOPMENT

CODE ENFORCEMENT
CITY OF CEDAR FALLS, IOWA
220 Clay Street
Cedar Falls, IA 50613
Phone(319) 273-8606
Fax (319) 273-8610
www.cedarfalls.com

**LEGAL NOTICE OF NUISANCE TO BE ABATED:
GRASS AND WEEDS**

EFFECTIVE DATE OF THIS NOTICE: 6/11/2024 Case # 24-0962-GRSS
PROPERTY RESIDENT: Richard F Bushby
PROPERTY ADDRESS: 2013 Maplewood Dr

Property Owner Name: Richard F Bushby
Property Owner Address: 2013 Maplewood Dr
Cedar Falls, IA 50613

A complaint has been brought to the attention of this office and an inspection of the property found that grass and/or weeds have been allowed to become a nuisance. The property is legally described as follows:

LAUREL HEIGHTS ADDITION LOT 39 & EASE

Please refer to Ordinance Section 17-246 for orientation purposes and compliance requirements. Your cooperation in complying with this ordinance is appreciated. The City will inspect the property in seven (7) days from the date of this mailing notice, on 6/18/2024, to confirm compliance with the Ordinance requirements.

The following deficiencies have been observed: The grass, weeds and Volunteer trees, bushes in the backyard, around the base of the trees and around the foundation of this property have been visually inspected and is in violation of CFMC section 17-246. If the property is not brought into compliance after seven days, the City will mow the property to bring it into compliance.

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

(a) It shall be unlawful for the owner or person in possession or control of any land within the city to maintain, cause or permit a nuisance as defined in this section to exist upon such land. For purposes of this section, the term "nuisance" means noxious weeds, which shall include the following:

- (1) Those defined in Iowa Code § 317.1A;
- (2) Grass and weeds exceeding eight inches in height;
- (3) Volunteer trees, bushes or other vegetation that have not been intentionally planted or which have spread through natural means into unsuitable or unsightly areas, such as in cracks or crevices along building foundations, driveways, retaining walls, sidewalks, or other similar improvements.

Sec. 15-2(18) Nuisance Defined

Dense growth of all weeds, vines, brush or other vegetation, including dead bushes, and dead woody plants, or other overgrown or unkempt bushes or other growth, in the city so as to constitute a health, safety or fire hazard.

(Code 2017, § 18-2; Ord. No. 2625, § 1, 5-29-2007; Ord. No. 2882, §§ 1—4, 9-19-2016; Ord. No. 2942, § 1, 6-3-2019)

Code Section	Nature of the Violation	Comply By
IACF 17-246(a) Noxious Weeds	It shall be unlawful for the owner or person in possession or control of any land within the city to maintain, cause or permit a nuisance as defined in this section to exist upon such land. For purposes of this section, a nuisance is defined as noxious weeds, which shall include the following: (1) Quack grass (<i>Agropyron repens</i>); (2) Perennial sow thistle (<i>Sonchus arvensis</i>); (3) European morning glory and field bindweed (<i>Convolvulus arvensis</i>); (4) Horse nettle (<i>Solanum carolinense</i>); (5) Leafy spurge (<i>Euphorbia esula</i>); (6) Perennial peppergrass (<i>Lepidium draba</i>); (7) Russian knapweed (<i>Centaurea repens</i>); (8) Buckthorn (<i>Rhamnus</i> , not to include <i>Rhamnus frangula</i>), and all other species of thistles belonging in genera of <i>Cirsium</i> and <i>Carduus</i> ; (9) Butterprint (<i>Abutilon theophrasti</i>), annual; (10) Cocklebur (<i>Xanthium commune</i>), annual; (11) Wild mustard (<i>Brassica arvensis</i>), annual; (12) Wild carrot (<i>Daucus carota</i>), biennial; (13) Buckhorn (<i>Plantago lanceolata</i>), perennial; (14) Sheep sorrel (<i>Rumex acetosella</i>), perennial; (15) Sour dock (<i>Rumex crispus</i>), perennial; (16) Smooth dock (<i>Rumex altissimus</i>), perennial; (17) Poison hemlock (<i>Conium maculatum</i>); (18) Wild sunflower (wild strain of <i>Helianthus annus L.</i>), annual; (19) Puncture vine (<i>Trimbulus terrestris</i>), annual; (20) Teasel (<i>Dipsacus</i>), biennial; (21) Grass exceeding 8 inches in height; and (22) Wild vines or wild bushes.	6/18/2024

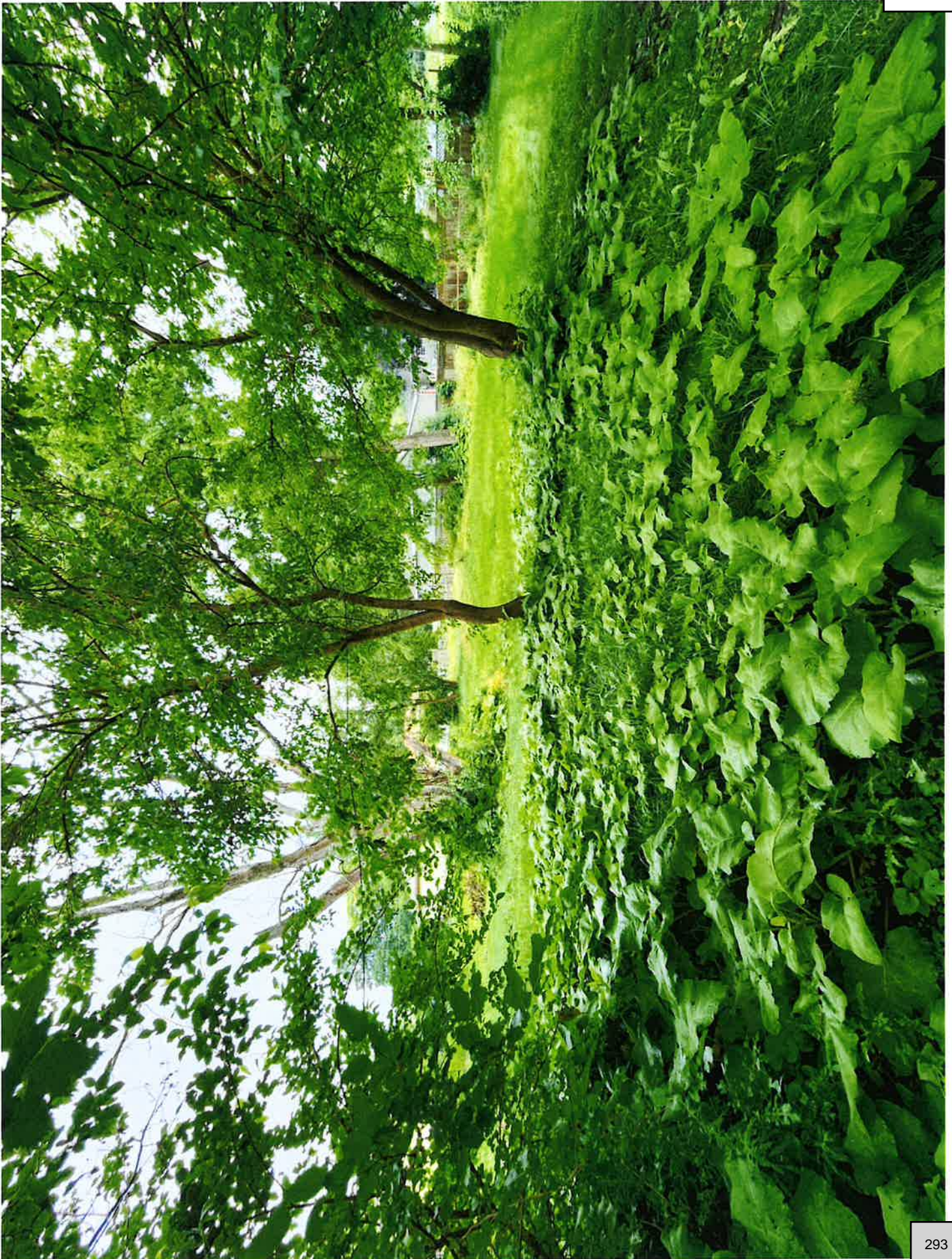
Further, please be notified that the actual cost and expense of cutting or otherwise destroying the vegetation (manpower, equipment, fuel, etc.), together with the costs of supervision and administration up to the time the property is brought into compliance, shall be recovered by an assessment against the tract of land on which the vegetation is growing. The City shall send an invoice for the total expenses incurred by regular mail to the property owner who failed to abide by the notice to abate, and if the amount shown on the invoice has not been paid within 30 days of the invoice date, the City Clerk shall certify the total amount of the invoice plus any administrative costs to the County Treasurer and such costs shall then be collected with, and in the same manner as, general property taxes.

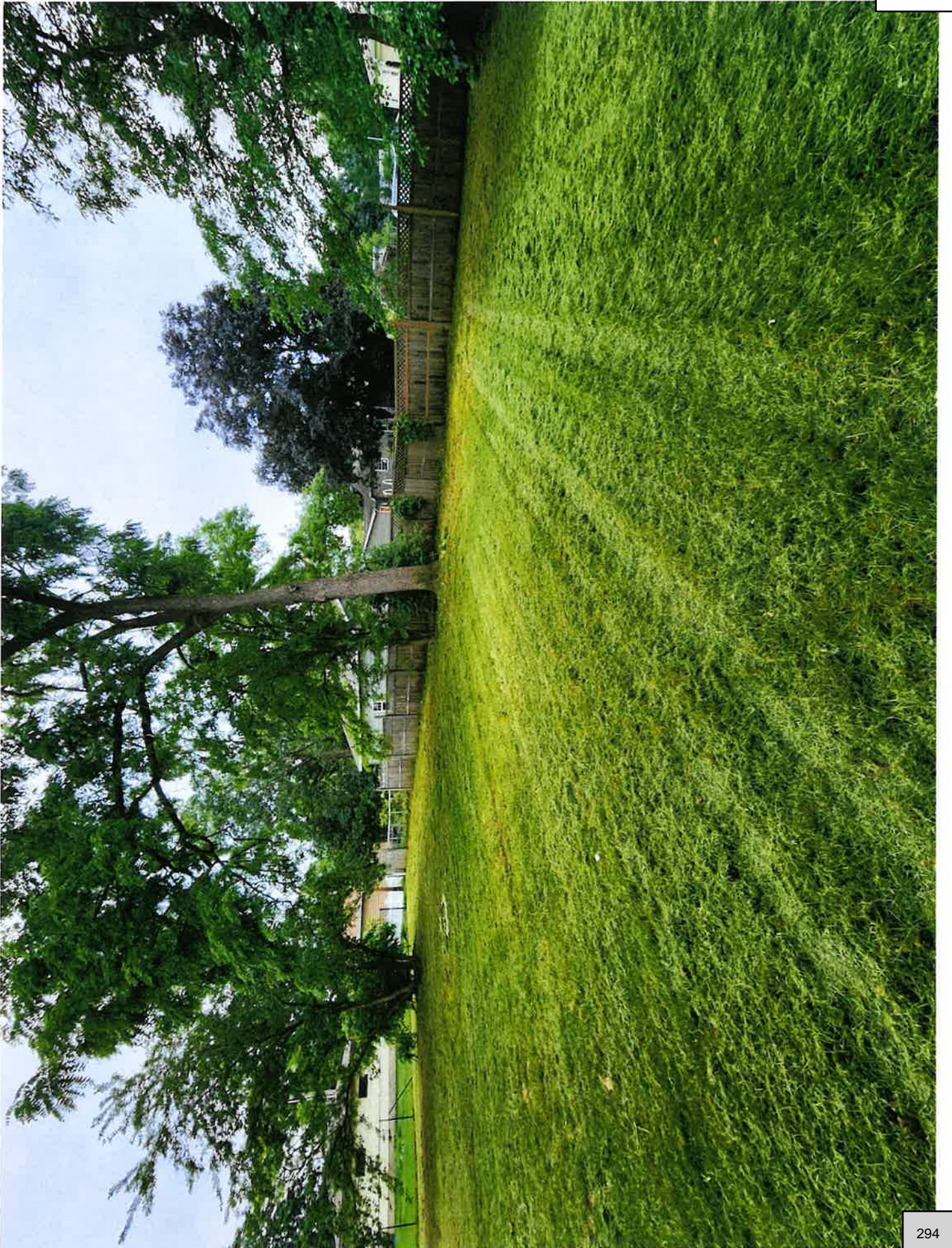
If you should have any questions concerning this matter, please contact Code Enforcement at (319) 268-5186. If you have already taken care of this problem, the City of Cedar Falls appreciates your cooperation.

CITY OF CEDAR FALLS CODE ENFORCEMENT

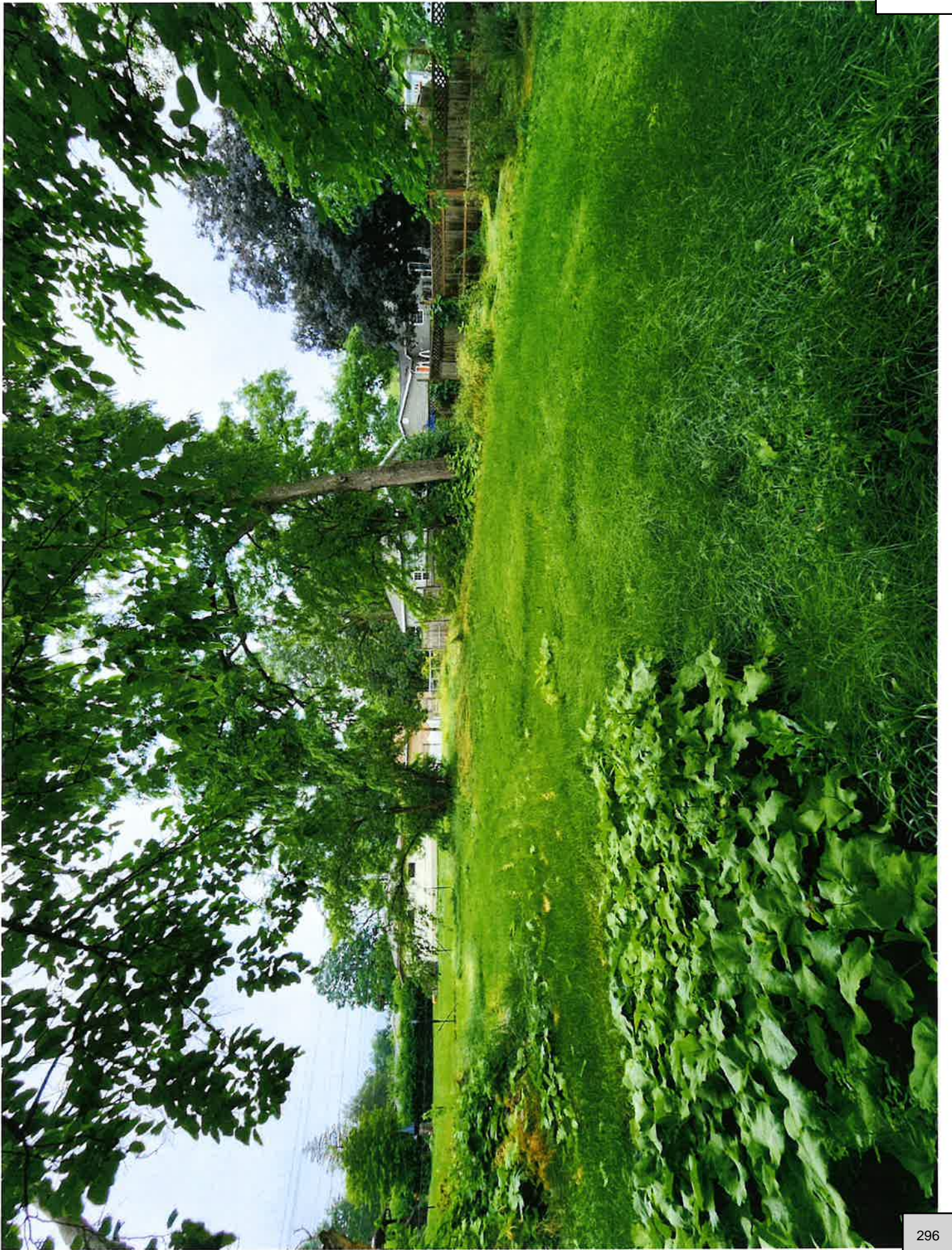


Adam Spray
Code Enforcement Officer



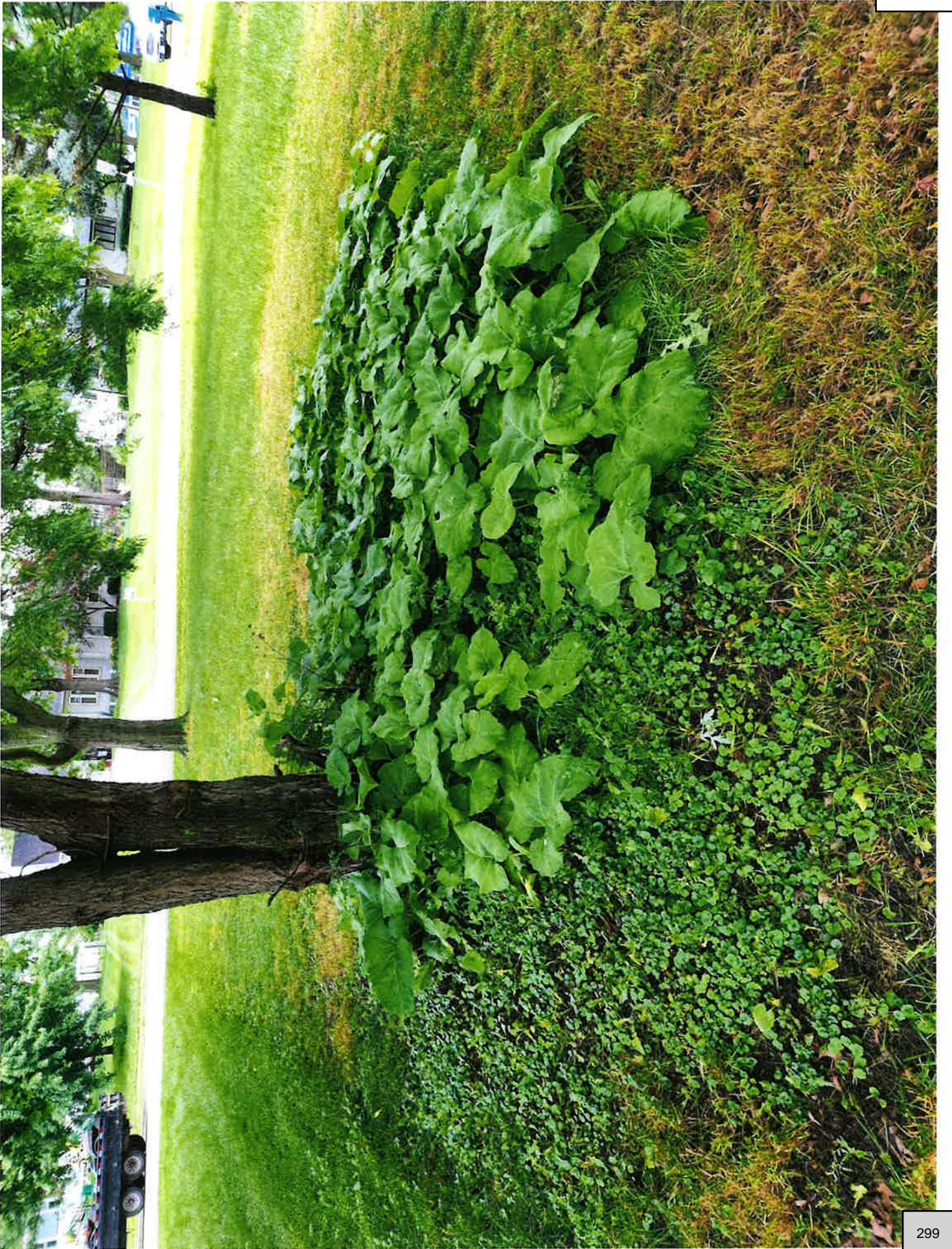




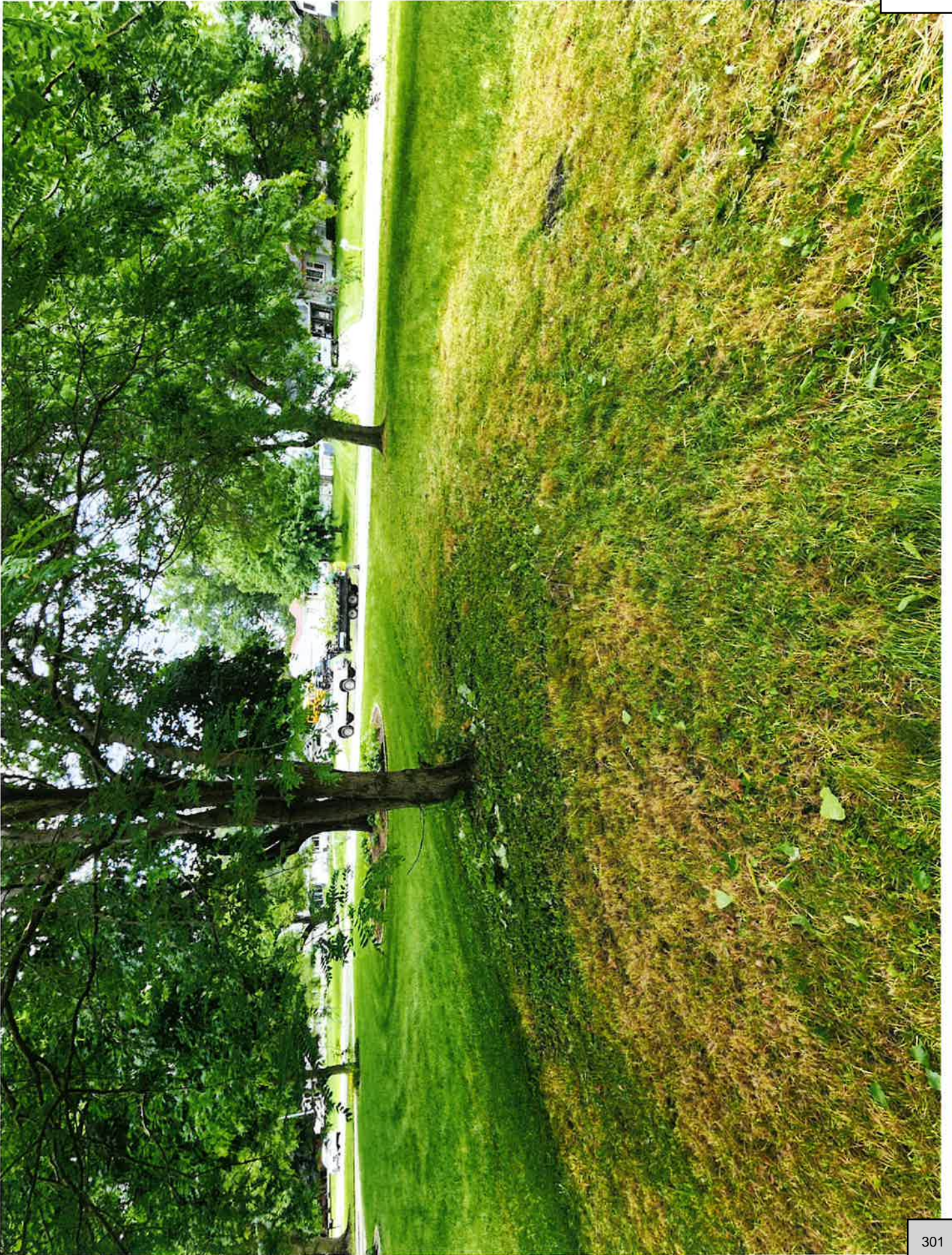


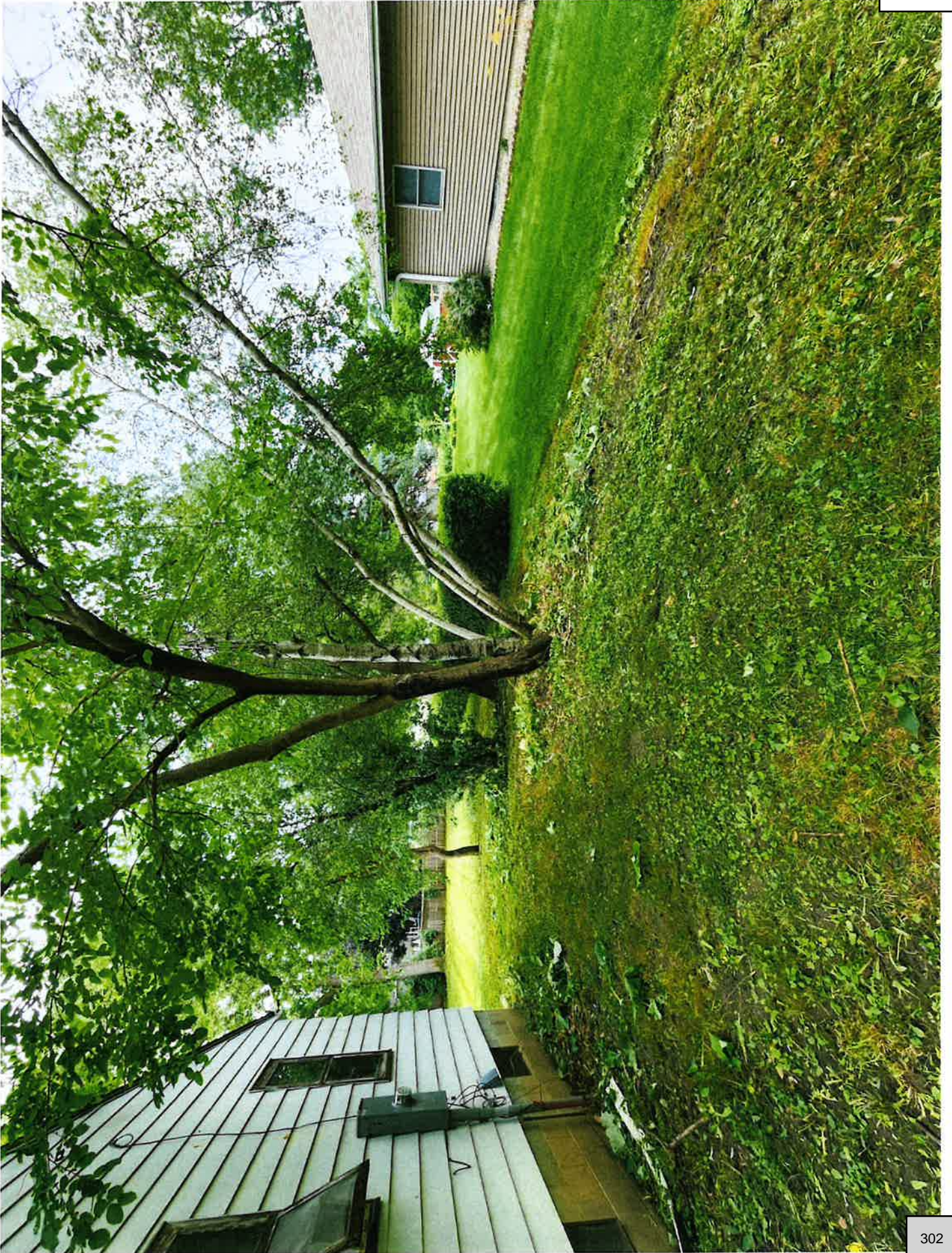


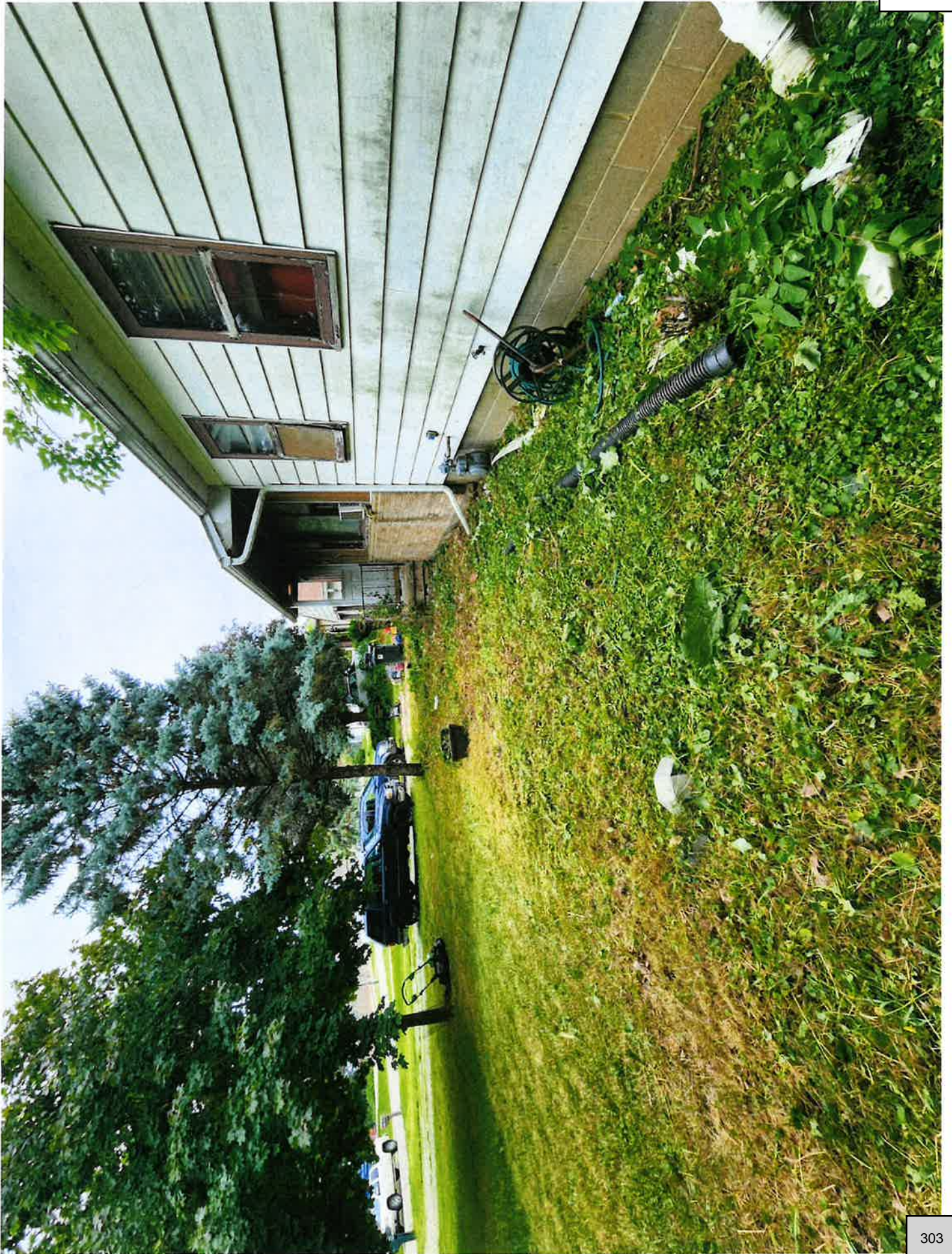


















DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM

Financial Services Division

TO: Kim Kerr, City Clerk
FROM: Andrea Ludwig, Financial Clerk
DATE: August 30, 2024
SUBJECT: Property Assessments

Attached is paperwork regarding one (1) property that had their lawn mowed and weeds removed by the City of Cedar Falls. We have been unsuccessful in collecting this invoice through our normal accounts receivable process. Could you please start the process of assessing these fees against the owner's property taxes?

David Bushby
2013 Maplewood
Cedar Falls, IA 50613

516.15	June 2024
<u>7.74</u>	2024 (fees)
\$523.89	Total owed

Property address: 2013 Maplewood, CF
Parcel #8913-19-251-011

If you have any questions, please feel free to contact me at 5104.

CITY OF CEDAR FALLS, IOWA
COUNTY OF BLACK HAWK
STATE OF IOWA

**NOTICE OF PROPOSED FINAL
ASSESSMENT PROCEEDINGS**

v.

ANITA THIEL

TO THE ABOVE-NAMED PERSON(S):	ANITA THIEL
PROPERTY DESCRIPTION:	2920 Valley High Drive, Cedar Falls, Iowa Black Hawk County Parcel #8913-20-376-003
LEGAL DESCRIPTION OF PROPERTY:	MIDWAY ADDITION LOT 13, Cedar Falls, Black Hawk County, Iowa.

YOU ARE HEREBY NOTIFIED that there is a proposed resolution to place a lien on the property named above in order to collect the costs incurred by the City of Cedar Falls to mow the property located at 2920 Valley High Drive, pursuant to City of Cedar Falls Ordinance Section 17-246. This matter is currently set on the Cedar Falls City Council agenda for **October 21st, 2024**.

Please find enclosed the proposed City Council resolution to place a lien on the above-described property. You may satisfy your obligation to pay these costs incurred by the City of Cedar Falls on or before the date set forth above by making payment to the City Clerk's office in person Monday through Friday between 8:00 a.m. and 5:00 p.m., at 220 Clay Street, Cedar Falls, Iowa, 50613, or through the mail.

YOU ARE FURTHER NOTIFIED that unless you pay for these costs before the time of the City Council meeting, the Cedar Falls City Council will seek the resolution to place a lien on the property described above, to be collected, along with interest thereon, in the same manner as property taxes, as provided by law.

Very truly yours,

CITY OF CEDAR FALLS, IOWA

By

Kim Kerr, CMC, City Clerk
City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613

Enclosures.

Exhibit "A"

Prepared by: Kim Kerr, City Clerk, 220 Clay Street, Cedar Falls, IA 50613 (319) 273-8600

RESOLUTION NO. _____

RESOLUTION LEVYING A FINAL ASSESSMENT FOR COSTS INCURRED BY THE CITY OF CEDAR FALLS, IOWA TO MOW THE PROPERTY LOCATED AT 2920 VALLEY HIGH DRIVE, CEDAR FALLS, IOWA, PARCEL ID 8913-20-376-003

WHEREAS, it was determined that the property located at 2920 Valley High Drive, being legally described as MIDWAY ADDITION LOT 13, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8913-20-376-003, was in violation of City of Cedar Falls Ordinance Section 17-246 for failure to mow the property, and

WHEREAS, after notice(s) to abate the nuisance, the owner of record did not abate the nuisance, and after afforded a substantial period of time in which to do so, the City of Cedar Falls did cause the property located at 2920 Valley High Drive (Parcel ID 8913-20-376-003) to be mowed, and by doing so, incurred expenses for said services, and

WHEREAS, after invoices and notices for the services performed to mow the property were sent to the property owner of record, the owner of record has failed to pay these costs to the City of Cedar Falls.

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the unpaid costs incurred by the City of Cedar Falls, Iowa to abate the nuisance on the above-described property, in the amount of **\$254.65**, be assessed as a lien against the following described real estate, as provided by law, together with an administrative expense of \$5.00, pursuant to Cedar Falls Code Section 15-5, said real estate being legally described as follows:

MIDWAY ADDTION LOT 13, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8913-20-376-003

BE IT FURTHER RESOLVED that the City Clerk of the City of Cedar Falls, Iowa, is hereby authorized and directed to place said assessment of record with the proper officials of Black Hawk County, Iowa, in order to make the assessment a lien against the above-described real estate, to be collected in the same manner as property taxes, as provided by law.

PASSED AND ADOPTED this 21st day of October 2024.

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS, IA 50613

(319) 273-8600

DATE: 7/31/24

TO: ANITA THIEL
2920 VALLEY HIGH DRIVE
CEDAR FALLS, IA 50613

CUSTOMER NO: 2826/216485

TYPE: MS - MISCELLANEOUS

CHARGE	DATE	DESCRIPTION	REF-NUMBER	DUE DATE	TOTAL AMOUNT
	0/00/00	BEGINNING BALANCE			.00
CEMOW	7/09/24	MOWED LAWN ON: 7/8/24 PER ORDINANCE 17-246&247 PROFESSIONAL LAWN CARE INV.#20145 CODE ENFORCEMENT/ADMIN.FEES	41370	8/08/24	202.65
					\$142.50
					\$60.15

1.5 % LATE FEE WILL BE ASSESSED ON PAYMENTS OVER
30 DAYS

CURRENT	30 DAYS	60 DAYS	90 DAYS
202.65			

DUE DATE: 8/30/24

PAYMENT DUE: 202.65
TOTAL DUE: \$202.65

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 7/31/24 DUE DATE: 8/30/24
CUSTOMER NO: 2826/216485

NAME: THIEL, ANITA
TYPE: MS - MISCELLANEOUS

REMIT AND MAKE CHECK PAYABLE TO:
CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS IA 50613
(319) 273-8600

TOTAL DUE: \$202.65



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

CITY OF CEDAR FALLS, IOWA

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

August 2, 2024

Anita Thiel
2920 Valley High Drive
Cedar Falls, IA 50613

Dear Anita Thiel,

Enclosed you will find your latest statement. There is an outstanding charge for Code enforcement-mowing on 7/8/24 for \$202.65, as well as late fees of \$0.00 for a total amount due of \$202.65. **If no payment is received by August 19, 2024, we will put a lien on your property.**

If you have any questions, please feel free to call me at 319-268-5104. We thank you for your immediate attention to this matter.

Remit to: City of Cedar Falls
Accounts Receivable
220 Clay Street
Cedar Falls, IA 50613

Sincerely,

City of Cedar Falls

A handwritten signature in black ink, appearing to read "Andrea Ludwig".

Andrea Ludwig
Financial Clerk

Enclosure

INVOICE

Item 25.

CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS, IA 50613

(319) 273-8600

TO: ANITA THIEL
2920 VALLEY HIGH DRIVE
CEDAR FALLS, IA 50613

INVOICE NO: 41370
DATE: 7/09/24

CUSTOMER NO: 2826/216485

TYPE: MS - MISCELLANEOUS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	MOWED LAWN ON: 7/8/24 PER ORDINANCE 17-246&247 PROFESSIONAL LAWN CARE INV.#20145 CODE ENFORCEMENT/ADMIN.FEES	202.65	202.65
			\$142.50
			\$60.15

1.5 % LATE FEE WILL BE ASSESSED ON PAYMENTS OVER
30 DAYS

TOTAL DUE: \$202.65

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 7/09/24 DUE DATE: 8/08/24 NAME: THIEL, ANITA
CUSTOMER NO: 2826/216485 TYPE: MS - MISCELLANEOUS

REMIT AND MAKE CHECK PAYABLE TO:
CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS IA 50613

INVOICE NO: 41370
TERMS: NET 30 DAYS

AMOUNT:

\$20 311



DEPARTMENT OF COMMUNITY DEVELOPMENT

CODE ENFORCEMENT
CITY OF CEDAR FALLS, IOWA
220 Clay Street
Cedar Falls, IA 50613
Phone(319) 273-8606
Fax (319) 273-8610
www.cedarfalls.com

LEGAL NOTICE OF NUISANCE TO BE ABATED:
GRASS AND WEEDS

EFFECTIVE DATE OF THIS NOTICE: 6/28/2024 Case # 24-1069-GRSS
PROPERTY RESIDENT: Anita Thiel
PROPERTY ADDRESS: 2920 Valley High Dr
Property Owner Name: Anita Thiel
Property Owner Address: 2920 Valley High Dr
Cedar Falls, IA 50613

A complaint has been brought to the attention of this office and an inspection of the property found that grass and/or weeds have been allowed to become a nuisance. The property is legally described as follows:

MIDWAY ADDITION LOT 13

Please refer to Ordinance Section 17-246 for orientation purposes and compliance requirements. Your cooperation in complying with this ordinance is appreciated. The City will inspect the property in seven (7) days from the date of this mailing notice, on 7/5/2024, to confirm compliance with the Ordinance requirements.

The following deficiencies have been observed: The grass and weeds on this property have been measured and is exceeding the City's 8-inch maximum height allowance. If the property is not brought into compliance after seven days, the City will mow the property to bring it into compliance.

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

(a) It shall be unlawful for the owner or person in possession or control of any land within the city to maintain, cause or permit a nuisance as defined in this section to exist upon such land. For purposes of this section, the term "nuisance" means noxious weeds, which shall include the following:

- (1) Those defined in Iowa Code § 317.1A;
(2) Grass and weeds exceeding eight inches in height;
(3) Volunteer trees, bushes or other vegetation that have not been intentionally planted or which have spread through natural means into unsuitable or unsightly areas, such as in cracks or crevices along building foundations, driveways, retaining walls, sidewalks, or other similar improvements.

Sec. 15-2(18) Nuisance Defined

Dense growth of all weeds, vines, brush or other vegetation, including dead bushes, and dead woody plants, or other overgrown or unkempt bushes or other growth, in the city so as to constitute a health, safety or fire hazard.

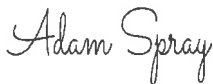
(Code 2017, § 18-2; Ord. No. 2625, § 1, 5-29-2007; Ord. No. 2882, §§ 1—4, 9-19-2016; Ord. No. 2942, § 1, 6-3-2019)

Code Section	Nature of the Violation	Comply By
IACF 17-246(a) Noxious Weeds	It shall be unlawful for the owner or person in possession or control of any land within the city to maintain, cause or permit a nuisance as defined in this section to exist upon such land. For purposes of this section, a nuisance is defined as noxious weeds, which shall include the following: (1) Quack grass (<i>Agropyron repens</i>); (2) Perennial sow thistle (<i>Sonchus arvensis</i>); (3) European morning glory and field bindweed (<i>Convolvulus arvensis</i>); (4) Horse nettle (<i>Solanum carolinense</i>); (5) Leafy spurge (<i>Euphorbia esula</i>); (6) Perennial peppergrass (<i>Lepidium draba</i>); (7) Russian knapweed (<i>Centaurea repens</i>); (8) Buckthorn (<i>Rhamnus</i> , not to include <i>Rhamnus frangula</i>), and all other species of thistles belonging in genera of <i>Cirsium</i> and <i>Carduus</i> ; (9) Butterprint (<i>Abutilon theophrasti</i>), annual; (10) Cocklebur (<i>Xanthium commune</i>), annual; (11) Wild mustard (<i>Brassica arvensis</i>), annual; (12) Wild carrot (<i>Daucus carota</i>), biennial; (13) Buckhorn (<i>Plantago lanceolata</i>), perennial; (14) Sheep sorrel (<i>Rumex acetosella</i>), perennial; (15) Sour dock (<i>Rumex crispus</i>), perennial; (16) Smooth dock (<i>Rumex altissimus</i>), perennial; (17) Poison hemlock (<i>Conium maculatum</i>); (18) Wild sunflower (wild strain of <i>Helianthus annus L.</i>), annual; (19) Puncture vine (<i>Trimbulus terrestris</i>), annual; (20) Teasel (<i>Dipsacus</i>), biennial; (21) Grass exceeding 8 inches in height; and (22) Wild vines or wild bushes.	7/5/2024

Further, please be notified that the actual cost and expense of cutting or otherwise destroying the vegetation (manpower, equipment, fuel, etc.), together with the costs of supervision and administration up to the time the property is brought into compliance, shall be recovered by an assessment against the tract of land on which the vegetation is growing. The City shall send an invoice for the total expenses incurred by regular mail to the property owner who failed to abide by the notice to abate, and if the amount shown on the invoice has not been paid within 30 days of the invoice date, the City Clerk shall certify the total amount of the invoice plus any administrative costs to the County Treasurer and such costs shall then be collected with, and in the same manner as, general property taxes.

If you should have any questions concerning this matter, please contact Code Enforcement at (319) 268-5186. If you have already taken care of this problem, the City of Cedar Falls appreciates your cooperation.

CITY OF CEDAR FALLS CODE ENFORCEMENT



Adam Spray
Code Enforcement Officer





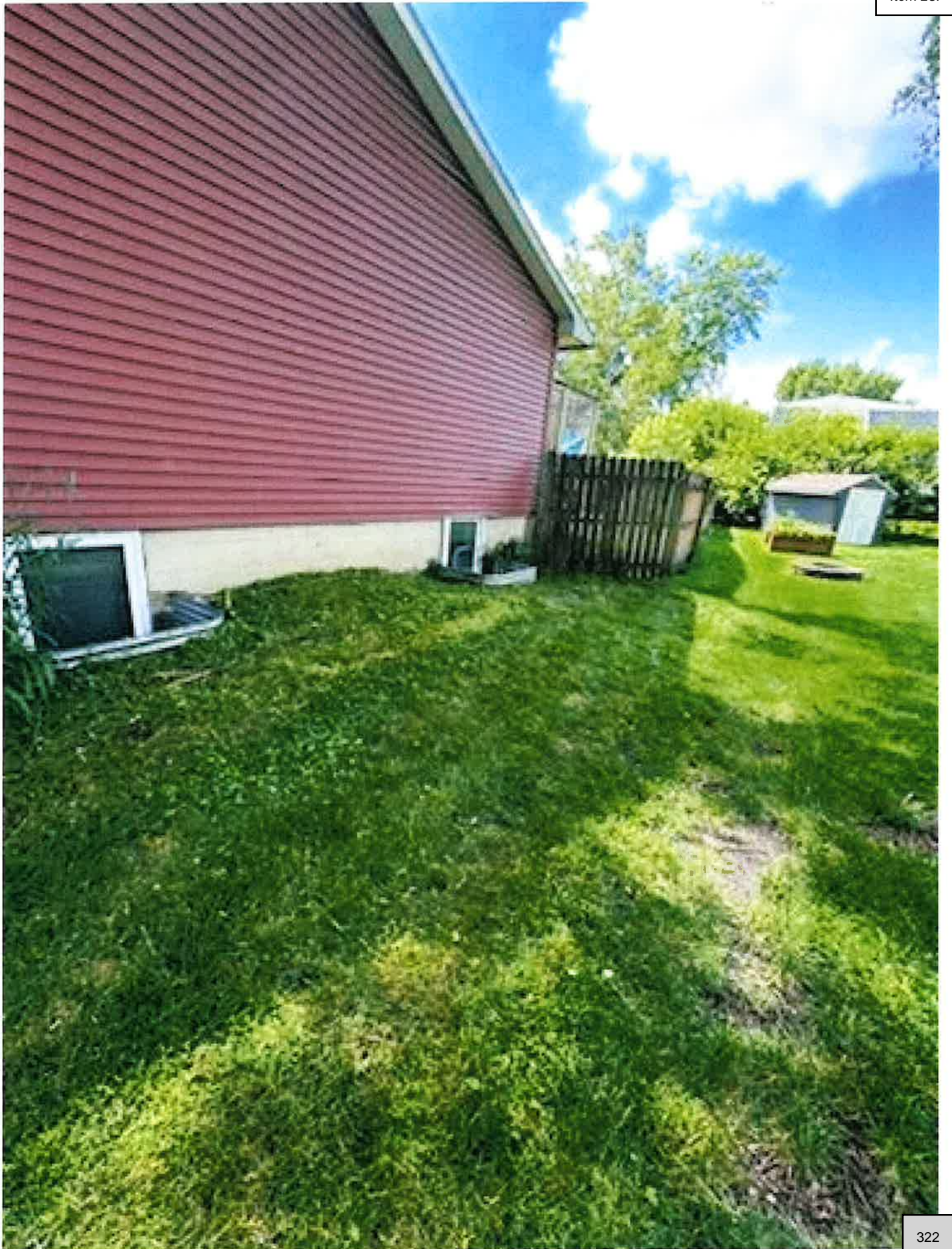




















DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM
Financial Services Division

TO: Kim Kerr, City Clerk
FROM: Andrea Ludwig, Financial Clerk
DATE: August 28, 2024
SUBJECT: Property Assessments

Attached is paperwork regarding one (1) property that had their lawn mowed and weeds removed by the City of Cedar Falls. We have been unsuccessful in collecting this invoice through our normal accounts receivable process. Could you please start the process of assessing these fees against the owner's property taxes?

Anita Thiel
2920 Valley High Drive
Cedar Falls, IA 50613

202.65 July 2024
0.00 2024 (fees)
\$202.65 Total owed

Property address: 2920 Valley High, CF
Parcel #8913-20-376-003

If you have any questions, please feel free to contact me at 5104.

CITY OF CEDAR FALLS, IOWA
COUNTY OF BLACK HAWK
STATE OF IOWA

**NOTICE OF PROPOSED FINAL
ASSESSMENT PROCEEDINGS**

v.

JUDY HOOVER

TO THE ABOVE-NAMED PERSON(S):	JUDY HOOVER
PROPERTY DESCRIPTION:	3120 Homeway Drive, Cedar Falls, Iowa Black Hawk County Parcel #8913-19-126-030
LEGAL DESCRIPTION OF PROPERTY:	HOMEWAY THIRD ADDITION LOT 103, Cedar Falls, Black Hawk County, Iowa.

YOU ARE HEREBY NOTIFIED that there is a proposed resolution to place a lien on the property named above in order to collect the costs incurred by the City of Cedar Falls to mow the property located at 3120 Homeway Drive, pursuant to City of Cedar Falls Ordinance Section 17-246. This matter is currently set on the Cedar Falls City Council agenda for **October 21st, 2024**.

Please find enclosed the proposed City Council resolution to place a lien on the above-described property. You may satisfy your obligation to pay these costs incurred by the City of Cedar Falls on or before the date set forth above by making payment to the City Clerk's office in person Monday through Friday between 8:00 a.m. and 5:00 p.m., at 220 Clay Street, Cedar Falls, Iowa, 50613, or through the mail.

YOU ARE FURTHER NOTIFIED that unless you pay for these costs before the time of the City Council meeting, the Cedar Falls City Council will seek the resolution to place a lien on the property described above, to be collected, along with interest thereon, in the same manner as property taxes, as provided by law.

Very truly yours,

CITY OF CEDAR FALLS, IOWA

By

Kim Kerr, CMC, City Clerk
City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613

Enclosures.

Exhibit "A"

Prepared by: Kim Kerr, City Clerk, 220 Clay Street, Cedar Falls, IA 50613 (319) 273-8600

RESOLUTION NO. _____

RESOLUTION LEVYING A FINAL ASSESSMENT FOR COSTS INCURRED BY THE CITY OF CEDAR FALLS, IOWA TO MOW THE PROPERTY LOCATED AT 3120 HOMEWAY DRIVE, CEDAR FALLS, IOWA, PARCEL ID 8913-19-126-030

WHEREAS, it was determined that the property located at 3120 Homeway Drive, being legally described as HOMEWAY THIRD ADDITION LOT 103, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8913-19-126-030, was in violation of City of Cedar Falls Ordinance Section 17-246 for failure to mow the property, and

WHEREAS, after notice(s) to abate the nuisance, the owner of record did not abate the nuisance, and after afforded a substantial period of time in which to do so, the City of Cedar Falls did cause the property located at 3120 Homeway Drive (Parcel ID 8913-19-126-030) to be mowed, and by doing so, incurred expenses for said services, and

WHEREAS, after invoices and notices for the services performed to mow the property were sent to the property owner of record, the owner of record has failed to pay these costs to the City of Cedar Falls.

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the unpaid costs incurred by the City of Cedar Falls, Iowa to abate the nuisance on the above-described property, in the amount of **\$257.69**, be assessed as a lien against the following described real estate, as provided by law, together with an administrative expense of \$5.00, pursuant to Cedar Falls Code Section 15-5, said real estate being legally described as follows:

HOMEWAY THIRD ADDITION LOT 103, Cedar Falls, Black Hawk County, Iowa,
Parcel ID 8913-19-126-030

BE IT FURTHER RESOLVED that the City Clerk of the City of Cedar Falls, Iowa, is hereby authorized and directed to place said assessment of record with the proper officials of Black Hawk County, Iowa, in order to make the assessment a lien against the above-described real estate, to be collected in the same manner as property taxes, as provided by law.

PASSED AND ADOPTED this 21st day of October 2024.

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS, IA 50613

(319) 273-8600

DATE: 7/31/24

TO: JUDY HOOVER
PO BOX 1340
NEW CASTLE, OK 73065

CUSTOMER NO: 5760/5760

TYPE: MS - MISCELLANEOUS

CHARGE	DATE DESCRIPTION	REF-NUMBER	DUE DATE	TOTAL AMOUNT
--------	------------------	------------	----------	--------------

1.5 % LATE FEE WILL BE ASSESSED ON PAYMENTS OVER
30 DAYS

CURRENT	30 DAYS	60 DAYS	90 DAYS
3.04	202.65		

DUE DATE: 8/30/24

PAYMENT DUE: 205.69
TOTAL DUE: \$205.69

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 7/31/24 DUE DATE: 8/30/24
CUSTOMER NO: 5760/5760

NAME: HOOVER, JUDY
TYPE: MS - MISCELLANEOUS

REMIT AND MAKE CHECK PAYABLE TO:
CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS IA 50613
(319) 273-8600

TOTAL DUE:

\$205.69

INVOICE

Item 26.

CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS, IA 50613

(319) 273-8600

TO: JUDY HOOVER
PO BOX 1340
NEW CASTLE, OK 73065

INVOICE NO: 41252
DATE: 6/12/24

CUSTOMER NO: 5760/5760

TYPE: MS - MISCELLANEOUS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	MOWED LAWN ON: 6/11/24 PER ORDINANCE 17-246&247 LOCATION: 3120 HOMEWAY DRIVE, CEDAR FALLS, IA 50613 PROFESSIONAL LAWN CARE INV.#20046 CODE ENFORCEMENT/ADMIN.FEES	202.65	202.65
			\$142.50
			\$60.15

1.5 % LATE FEE WILL BE ASSESSED ON PAYMENTS OVER
30 DAYS

TOTAL DUE: \$202.65

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 6/12/24 DUE DATE: 7/12/24 NAME: HOOVER, JUDY
CUSTOMER NO: 5760/5760 TYPE: MS - MISCELLANEOUS

REMIT AND MAKE CHECK PAYABLE TO:
CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS IA 50613

INVOICE NO: 41252
TERMS: NET 30 DAYS

AMOUNT:

\$20 330



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

August 2, 2024

Judy Hoover
PO Box 1340
New Castle, OK 73065

Dear Judy Hoover,

Enclosed you will find your latest statement. There is an outstanding charge for Code enforcement-mowing at 3120 Homeway Dr., Cedar Falls, IA on 6/11/24 for \$202.65, as well as late fees of \$3.04 for a total amount due of \$205.69. **If no payment is received by August 19, 2024, we will put a lien on your property.**

If you have any questions, please feel free to call me at 319-268-5104. We thank you for your immediate attention to this matter.

Remit to: City of Cedar Falls
Accounts Receivable
220 Clay Street
Cedar Falls, IA 50613

Sincerely,

City of Cedar Falls

Andrea Ludwig
Financial Clerk

Enclosure



DEPARTMENT OF COMMUNITY DEVELOPMENT

CODE ENFORCEMENT
CITY OF CEDAR FALLS, IOWA
220 Clay Street
Cedar Falls, IA 50613
Phone(319) 273-8606
Fax (319) 273-8610
www.cedarfalls.com

**LEGAL NOTICE OF NUISANCE TO BE ABATED:
GRASS AND WEEDS**

EFFECTIVE DATE OF THIS NOTICE: 6/3/2024 Case # 24-0910-GRSS
PROPERTY RESIDENT: Vacant House
PROPERTY ADDRESS: 3120 Homeway Dr

Property Owner Name: Judy Hoover
Property Owner Address: PO Box 1340
New Castle, OK 73065

A complaint has been brought to the attention of this office and an inspection of the property found that grass and/or weeds have been allowed to become a nuisance. The property is legally described as follows:

HOMEWAY THIRD ADDITION LOT 103

Please refer to Ordinance Section 17-246 for orientation purposes and compliance requirements. Your cooperation in complying with this ordinance is appreciated. The City will inspect the property in seven (7) days from the date of this mailing notice, on 6/10/2024, to confirm compliance with the Ordinance requirements.

The following deficiencies have been observed: The grass and weeds on this property have been measured and is exceeding the City's 8-inch maximum height allowance. If the property is not brought into compliance after seven days, the City will mow the property to bring it into compliance.

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

(a) It shall be unlawful for the owner or person in possession or control of any land within the city to maintain, cause or permit a nuisance as defined in this section to exist upon such land. For purposes of this section, the term "nuisance" means noxious weeds, which shall include the following:

- (1) Those defined in Iowa Code § 317.1A;
- (2) Grass and weeds exceeding eight inches in height;
- (3) Volunteer trees, bushes or other vegetation that have not been intentionally planted or which have spread through natural means into unsuitable or unsightly areas, such as in cracks or crevices along building foundations, driveways, retaining walls, sidewalks, or other similar improvements.

Sec. 15-2(18) Nuisance Defined

Dense growth of all weeds, vines, brush or other vegetation, including dead bushes, and dead woody plants, or other overgrown or unkempt bushes or other growth, in the city so as to constitute a health, safety or fire hazard.

(Code 2017, § 18-2; Ord. No. 2625, § 1, 5-29-2007; Ord. No. 2882, §§ 1—4, 9-19-2016; Ord. No. 2942, § 1, 6-3-2019)

Code Section	Nature of the Violation	Comply By
IACF 17-246(a) Noxious Weeds	It shall be unlawful for the owner or person in possession or control of any land within the city to maintain, cause or permit a nuisance as defined in this section to exist upon such land. For purposes of this section, a nuisance is defined as noxious weeds, which shall include the following: (1) Quack grass (<i>Agropyron repens</i>); (2) Perennial sow thistle (<i>Sonchus arvensis</i>); (3) European morning glory and field bindweed (<i>Convolvulus arvensis</i>); (4) Horse nettle (<i>Solanum carolinense</i>); (5) Leafy spurge (<i>Euphorbia esula</i>); (6) Perennial peppergrass (<i>Lepidium draba</i>); (7) Russian knapweed (<i>Centaurea repens</i>); (8) Buckthorn (<i>Rhamnus</i> , not to include <i>Rhamnus frangula</i>), and all other species of thistles belonging in genera of <i>Cirsium</i> and <i>Carduus</i> ; (9) Butterprint (<i>Abutilon theophrasti</i>), annual; (10) Cocklebur (<i>Xanthium commune</i>), annual; (11) Wild mustard (<i>Brassica arvensis</i>), annual; (12) Wild carrot (<i>Daucus carota</i>), biennial; (13) Buckhorn (<i>Plantago lanceolata</i>), perennial; (14) Sheep sorrel (<i>Rumex acetosella</i>), perennial; (15) Sour dock (<i>Rumex crispus</i>), perennial; (16) Smooth dock (<i>Rumex altissimus</i>), perennial; (17) Poison hemlock (<i>Conium maculatum</i>); (18) Wild sunflower (wild strain of <i>Helianthus annus L.</i>), annual; (19) Puncture vine (<i>Trimbulus terrestris</i>), annual; (20) Teasel (<i>Dipsacus</i>), biennial; (21) Grass exceeding 8 inches in height; and (22) Wild vines or wild bushes.	6/10/2024

Further, please be notified that the actual cost and expense of cutting or otherwise destroying the vegetation (manpower, equipment, fuel, etc.), together with the costs of supervision and administration up to the time the property is brought into compliance, shall be recovered by an assessment against the tract of land on which the vegetation is growing. The City shall send an invoice for the total expenses incurred by regular mail to the property owner who failed to abide by the notice to abate, and if the amount shown on the invoice has not been paid within 30 days of the invoice date, the City Clerk shall certify the total amount of the invoice plus any administrative costs to the County Treasurer and such costs shall then be collected with, and in the same manner as, general property taxes.

If you should have any questions concerning this matter, please contact Code Enforcement at (319) 268-5186. If you have already taken care of this problem, the City of Cedar Falls appreciates your cooperation.

CITY OF CEDAR FALLS CODE ENFORCEMENT



Adam Spray
Code Enforcement Officer



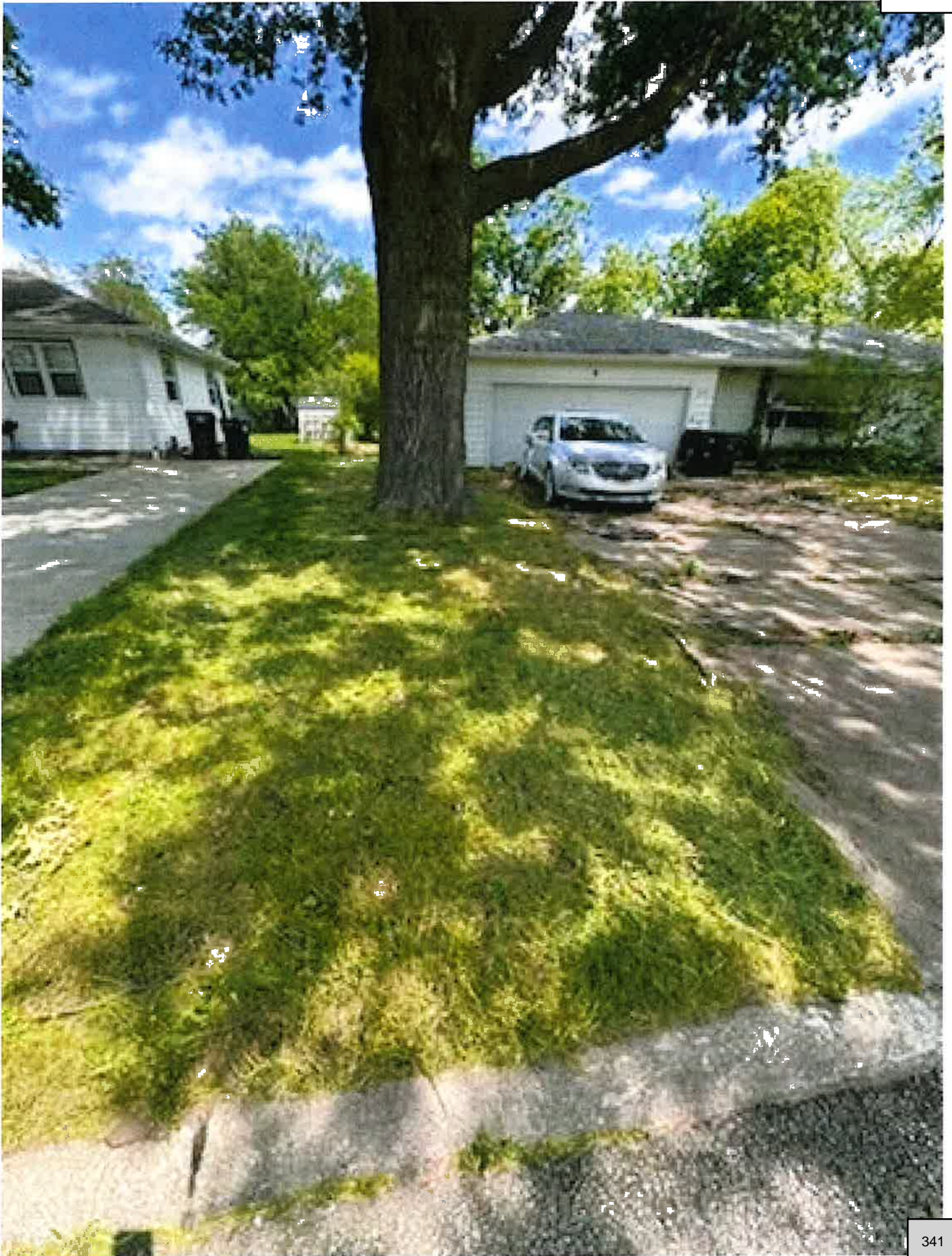


















DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM
Financial Services Division

TO: Kim Kerr, City Clerk
FROM: Andrea Ludwig, Financial Clerk
DATE: August 28, 2024
SUBJECT: Property Assessments

Attached is paperwork regarding one (1) property that had their lawn mowed and weeds removed by the City of Cedar Falls. We have been unsuccessful in collecting this invoice through our normal accounts receivable process. Could you please start the process of assessing these fees against the owner's property taxes?

Judy Hoover
PO Box 1340
New Castle, OK 73065

202.65 June 2024
3.04 2024 (fees)
\$205.69 Total owed

Property address: 3120 Homeway Dr., CF
Parcel #8913-19-126-030

If you have any questions, please feel free to contact me at 5104.



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

MEMORANDUM
Legal Services Division

TO: Mayor Laudick, City Council
FROM: Kevin Rogers, City Attorney
DATE: October 10, 2024
SUBJECT: Warranty Deed, 1709 E. Ridgewood Drive

Accompanying this Memorandum please find a Warranty Deed in connection with the Cedar Heights area reconstruction project. This Deed is for acquisition in fee of a very small portion (36 square feet) of 1709 E. Ridgewood Drive in Cedar Falls, Project Parcel # 218, owned by Richard Brown. This acquisition is necessary for additional right-of-way.

Council has already approved the purchase agreement for this parcel. Staff recommends approval and acceptance of the Warranty Deed.

Let me know if you have any additional questions.

WARRANTY DEED

Recorder's Cover Sheet

Preparer Information: Kevin Rogers, 220 Clay Street, Cedar Falls, IA 50613, Phone: (319) 273-8600

Taxpayer Information: City Clerk, 220 Clay Street, Cedar Falls, IA 50613

Return Document To: City Clerk, 220 Clay Street, Cedar Falls, IA 50613

Grantor: Richard C. Brown

Grantee: City of Cedar Falls, Iowa

Legal Description: See Page 2

Document or instrument number of previously recorded documents:



WARRANTY DEED

For the consideration of One Dollar(s) and other valuable consideration, Richard C. Brown, a single person, does hereby Convey to City of Cedar Falls, Iowa, a municipal corporation organized and existing under the laws of Iowa, the following described real estate in Black Hawk County, Iowa:

See attached Legal Description and Right of Way Acquisition Plat

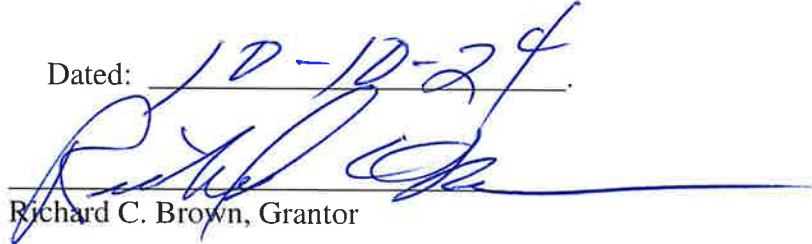
There is no known burial site, well, solid waste disposal site, underground storage tank, hazardous waste, or private sewage disposal system on the property as described in Iowa Code Section 558.69, and therefore the transaction is exempt from the requirement to submit a groundwater hazard statement.

This Deed is **exempt** pursuant to Iowa Code § 428A.2(21).

Grantor does Hereby Covenant with grantee, and successors in interest, that grantor holds the real estate by title in fee simple; that Grantor has good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and Grantor Covenants to Warrant and Defend the real estate against the lawful claims of all persons except as may be above stated.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated: 10-10-24


Richard C. Brown, Grantor

STATE OF IOWA, COUNTY OF BLACK HAWK

This record was acknowledged before me on October 10, 2024 by Richard C. Brown, a single person.




Signature of Notary Public

INDEX LEGEND	
LOCATION:	PART OF LOT 4 & LOT 6, CEDAR HEIGHTS DIVISION "I"
REQUESTOR:	CITY OF CEDAR FALLS, IOWA
PROPRIETOR:	RICHARD C BROWN
SURVEYOR:	AARON MUELLER
SURVEY PREPARED BY:	AECOM
RESPOND TO:	501 SYCAMORE STREET, SUITE 222 WATERLOO, IOWA 50703 PHONE 319-232-6531 AARON.MUELLER@AECOM.COM

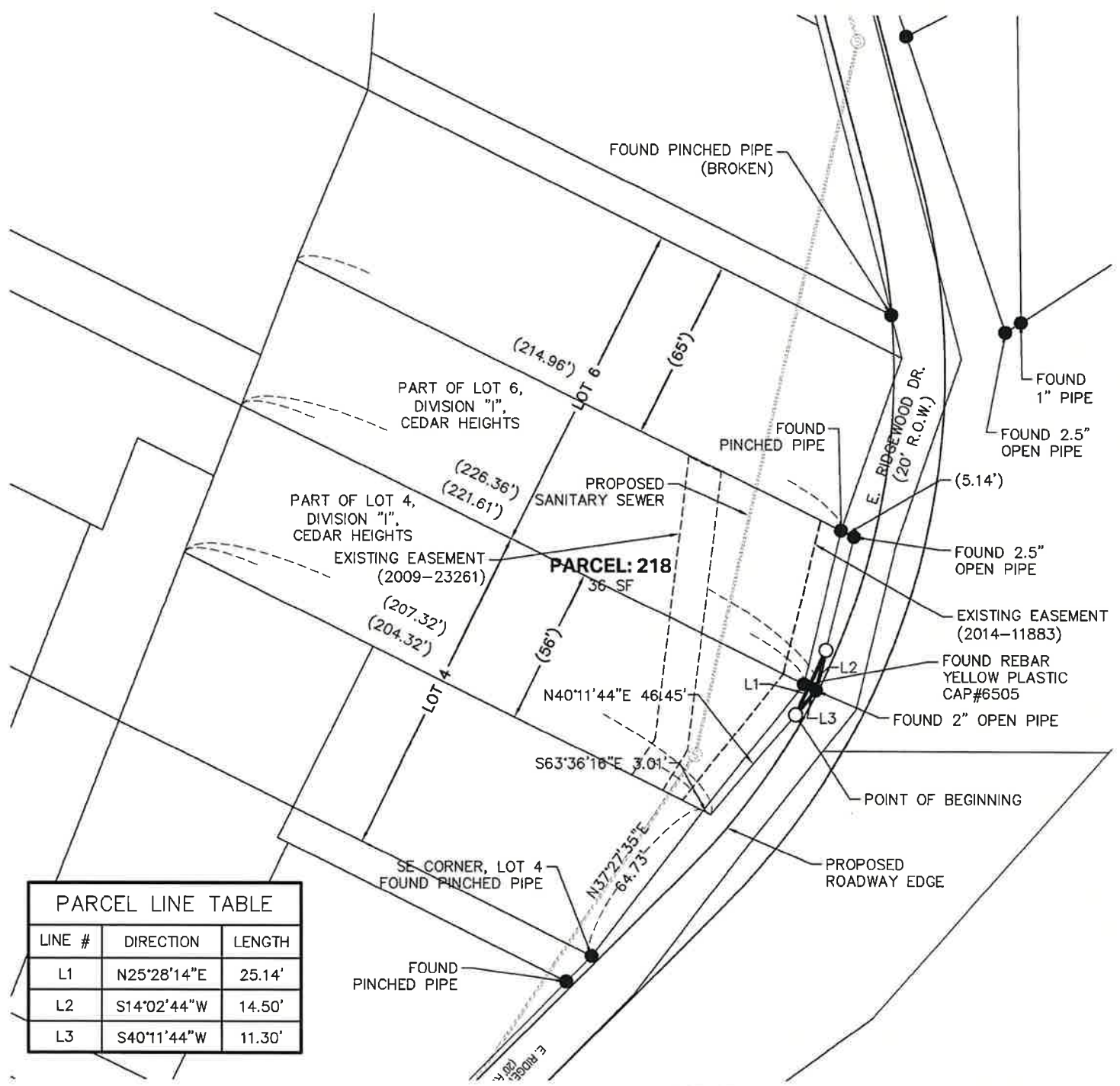
**RIGHT OF WAY ACQUISITION PLAT
CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT - RC-092-3271
CEDAR FALLS, IOWA**

OWNER: RICHARD C BROWN
1709 E RIDGEWOOD DR.
CEDAR FALLS, IOWA


COUNTY PARCEL NO. 8913-18-277-019

PROJECT PARCEL : 218

NE 1/4 OF SECTION: 18 TOWNSHIP: 89 RANGE: 13



LINE #	DIRECTION	LENGTH
L1	N25°28'14"E	25.14'
L2	S14°02'44"W	14.50'
L3	S40°11'44"W	11.30'



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

MARCH 1, 2024
Date

AARON L. MUELLER
License number 21428
My license renewal date is December 31, 2024

Pages or sheets covered by this seal:
SHEET 1 OF 2 & SHEET 2 OF 2

LEGEND:

- PARCEL OR LOT CORNER MONUMENT FOUND
 - SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
 - MEASURED DIMENSION
 - RECORD DIMENSION
- SCALE IN FEET**
- 0 25 50 75 100
- 1" = 50'

- REFERENCE DOCUMENTS**
- 2014-004200
 - 2014-011883
 - 2013-020959
 - 2013-020957
 - 2009-024719
 - 2009-023261
 - 2009-013304
 - 2005-09814



**RIGHT OF WAY ACQUISITION PLAT
CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT - RC-092-3271
CEDAR FALLS, IOWA**

OWNER: RICHARD BROWN
1709 E. RIDGEWOOD DRIVE
CEDAR FALLS, IOWA

COUNTY PARCEL NO. 8913-18-277-019

PROJECT PARCEL: 218

DESCRIPTION:

PART OF LOTS 4 AND 6, DIVISION 1, OF CEDAR HEIGHTS IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 4; THENCE NORTH 37°27'35" EAST ALONG THE WESTERLY RIGHT-OF-WAY OF RIDGEWOOD DRIVE, 64.73 FEET TO THE SOUTHERLY LINE OF PROPERTY DESCRIBED IN DOC. #2009-13304; THENCE SOUTH 63°36'16" EAST ALONG SAID SOUTHERLY LINE OF PROPERTY DESCRIBED IN DOC. #2009-13304, 3.01 FEET TO THE SOUTHEAST CORNER OF PROPERTY DESCRIBED IN DOC. #2009-13304; THENCE NORTH 40°11'44" EAST ALONG THE EASTERLY LINE OF PROPERTY DESCRIBED IN DOC. #2009-13304, 46.45 FEET TO THE POINT OF BEGINNING; THENCE NORTH 25°28'14" EAST, 25.14 FEET TO THE EASTERLY LINE OF PROPERTY , DESCRIBED IN DOC. #2009-13304; THENCE SOUTH 14°02'44" WEST ALONG THE EASTERLY LINE OF PROPERTY DESCRIBED IN DOC. #2009-13304, 14.50 FEET TO THE EASTERLY CORNER OF PROPERTY DESCRIBED IN DOC. #2009-13304; THENCE SOUTH 40°11'44" WEST ALONG THE SOUTHEASTERLY LINE OF PROPERTY DESCRIBED IN DOC. #2009-13304, 11.30 FEET TO THE POINT OF BEGINNING.

THIS ACQUISITION CONTAINS 36 SQUARE FEET.

BEARINGS ARE BASED ON THE WESTERLY RIGHT-OF-WAY LINE OF RIDGEWOOD DRIVE ALONG SAID LOT 4 BEARING NORTH 37°27'35"EAST.

RESOLUTION NO.

**RESOLUTION APPROVING AND ACCEPTING A WARRANTY DEED
IN CONJUNCTION WITH THE CEDAR HEIGHTS AREA
RECONSTRUCTION PROJECT**

WHEREAS, City Staff has recommended to the City Council of the City of Cedar Falls, Iowa, a Warranty Deed, from Richard C. Brown, in conjunction with the Cedar Heights Area Reconstruction Project, Project No. RC-092-3271, Parcel 218, be approved and accepted, and

WHEREAS, the City Council of the City of Cedar Falls, Iowa, deems it in the best interest of the City of Cedar Falls, Iowa, to approve and accept said Warranty Deed.

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that said Warranty Deed, is hereby approved and accepted.

ADOPTED this 21st day of October, 2024.

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Administration Division

TO: Mayor Laudick & City Council members
FROM: Stephanie Houk Sheetz, AICP, Director of Community Development
DATE: October 14, 2024
SUBJECT: Additional Funding for the Community Natatorium Project (\$900,000)

In 2020, the City and School District started planning together for a new indoor pool. The City's Capital Improvements Plan (CIP) first added this project in FY21 anticipating it would occur in FY25 and total \$15 million. The City's support was identified at \$4.7 million. Increases in the project total were reflected in subsequent CIPs, our most recent CIP being \$21 million. The City passed resolution 23,234 in June 2023 with an \$8 million contribution. Black Hawk County Gaming (\$500,000) and State of Iowa's Enhance Iowa Community Attraction & Tourism (CAT-\$400,000) grants have been awarded for Phase 2 of the project.

Phase 1 of the Community Natatorium construction project is nearly complete. This included the building shell and site improvements. Phase 2 includes two pools and all the infrastructure for a functional pool, along with an access drive and small supporting parking lot.

Bids for Phase 2 were received in mid-July. Three bids were received and the School District approved a contract for \$8,568,270.00. This brings the total project to approximately \$25,000,000. In order to address the gap in funding at this time, the project partners have reviewed items that could be scaled back (without impacting the scope detailed in grant applications), the School District has identified an additional \$3.1 million toward the project, and it is requested that the City increase its funding by \$900,000. The School Board approved Peters Construction, Inc.'s bid on August 23, 2024, to lock in the price and position us to meet grant agreement timelines.

Staff has reviewed CIP projects and capital reserves, to provide a proposal on how the City might be able to increase its funding by \$900,000. Given many funds are restricted and the funding is needed within a short timeframe, the first strategy is to review projects with General Revenue funding and propose delaying them. Several other sources of funding are included as well. Following is staff's proposal:

- Utilize \$145,000 of FY25 budgeted & FY26 planned General Revenue* funds toward CIP #55-Comprehensive Plan & Zoning Code Update. This project can be delayed.

Planning capacity is allocated toward completing several major projects including College Hill zoning, Parks Master Plan, Major Thoroughfare Plan, the Strategic Plan, and various code amendments. Funding could be considered in FY28-29.

- Utilize \$75,000 of FY26 & 27 anticipated General Revenue* funds toward CIP #62-Vision Plan & Zoning-High School/Sartori Hospital Area. Per a recent Committee presentation, major changes for either site are not anticipated soon. Funding could be considered in FY27-28.
- Eliminate the incentive program for conversion of rental homes to owner occupied (CIP #56) and utilize \$221,000 in General Revenue* funds from FY25-FY27.
- Delay #74-Turf Replacement Robinson Dresser anticipated in FY28, to utilize \$87,500 in Recreation Center Capital funds. The field is showing signs of wear and tear. GO funding could be considered in FY28 or Rec CIP in FY30.
- Utilize capital fund savings from several accounts:
 - Hotel-Motel/Parks funds of \$152,550. The City allocates 3.5% of HM/PK to save for future park improvement projects. Utilizing this capital fund will impact the City's funding for future park projects.
 - Recreation Center Capital in the amount of \$157,550. The City sets aside a portion of the fees generated by the Rec Center to save for major capital improvement projects such as large maintenance or replacement projects. Both the Rec Center and the Falls are aging, and it is important to keep a reserve to plan for improvements. Therefore, only a small additional amount of funding is recommended to be used from this fund. Utilizing this capital fund will impact the City's funding for future Rec and Falls projects.
- Utilize the plan review and building permit fees from the pool project to support the construction cost. This was \$61,399. FY25 budget anticipated permit revenues of \$1,135,000. As of October 14th, we have collected \$307,800. The pool permit & fee was issued/collected September 16, 2024.

Over half of the funding is in-hand and budgeted in FY25: \$537,500. The remainder is unbudgeted and utilizes future General Revenue. If approved, this must be factored into the minimum base tax rate for future budgets to collect the needed revenue. This will impact any new items or proposed increases funded by General Revenue in future budgets. The amounts in future years are: \$225,000 (FY26) and \$137,500 (FY27), under this plan.

This project achieves two goals in the adopted Council Goals, Work Program and Financial Plan for FY25:

- 5.C.13) Continue collaboration with CFCSO on the development of plans for a new indoor community pool, co-located with the new Cedar Falls High School.
- 5.C.21.c) Consider funding for quality-of-life projects with other entities: Additional ask for High School Pool (total City funding \$8M)

* Identifying use of future General Revenue funds will be part of the base rate proposed in future budgets for taxes collected. This will impact any items funded by General Revenue.



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor Daniel Laudick and City Council
FROM: Karen Howard, AICP, Planning and Community Services Manager
DATE: October 21, 2024
SUBJECT: Contract for Services for the College Hill Zoning Update Project

Earlier this year, the Council directed staff to seek professional services to reaffirm and move forward with certain aspects of the College Hill Vision Plan. Per Council direction the project includes the following main components:

- Confirm support of area stakeholders for the vision and zoning objectives within the College Hill Vision Plan with particular focus on Character Areas 1, 2, and 3.
- Review and evaluate current zoning for Character Areas 1, 2, and 3, and the College Hill Neighborhood Overlay District.
- Establish and work with a parking taskforce with UNI to:
 - identify any conflicting policies, fees, or parking rates between UNI and the City that are contributing to parking problems in the area.
 - Evaluate current, private off-street parking requirements and effects on redevelopment opportunities
- Present recommended zoning approaches to the City Council to implement the confirmed vision for Character Areas 1, 2, and 3, and zoning changes to help stabilize surrounding neighborhoods, including potential updates or improvements to the College Hill Overlay District; and potential strategies to improve parking policies and regulations per the taskforce recommendations.
- Draft zoning updates based on the chosen approach or approaches as directed by Council.
- Submit draft changes for public review, public hearings, and adoption.

The City received and evaluated three proposals to complete this work, interviewed two of the firms, and now recommend approval of a contract with Codametrics, Inc., who has partnered with Duncan Associates to complete the project within a timeframe of approximately 12 months. Both firms have extensive experience working in small to medium-sized cities developing various types of zoning that reflect the vision of those communities. The staff committee has checked their references and confirmed the quality of their work with other communities who have benefited from their services.

The step-by-step scope of work and all-inclusive project cost \$111,640 is detailed in the attached contract. Note that there is an option within the contract to extend the contract to include visioning and zoning updates for other areas of the community or for additional zoning updates through supplemental agreement(s), as directed by Council in the future and as mutually agreed by all parties.

RECOMMENDATION:

Staff recommend approval of the attached contract with Codametrics, Inc. for an all-inclusive project cost of \$111,640.

CITY OF CEDAR FALLS, IOWA
 PROFESSIONAL SERVICE AGREEMENT
 GENERAL TERMS AND CONDITIONS

College Hill Zoning Update Project

Project #PZ-000-3348

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

1.0. Contractor's Services

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

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

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

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

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

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

2.0. Compensation

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

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

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

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

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

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

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

3.0. Taxes.

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

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

4.0. Ownership and Use of Documents

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

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

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

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

4.5. All drawings, graphics, maps, documents, plans, and other instruments of service which Contractor prepares and delivers to the City pursuant to this Agreement shall become the property of the City when the Contractor has been compensated for Services rendered. The final report, zoning code, including all associated regulatory graphics shall be submitted in an electronic format that can be easily conveyed to and utilized by the City's codifier, Municode, and in a format that can be easily amended by the City, as necessary from time to time. Any alteration, amendment, or reuse of

original files delivered to the City pursuant to this agreement shall be at the City's sole risk without liability or legal exposure to Contractor.

5.0. Term and Termination.

5.1. The term of this Agreement shall commence on the effective date and end on March 31, 2026, unless earlier extended through a supplemental agreement or terminated under the terms of this Agreement.

5.2. The City may terminate this Agreement at any time for its convenience by giving written notice to the Contractor of such termination and specifying the effective date of the termination, at least thirty (30) calendar days before the effective date of termination. In that event, all finished or unfinished Services, reports and materials prepared or furnished by the Contractor shall, at the option of the City, become the City's property. If the Agreement is terminated by the City as provided herein, the Contractor shall be paid for all Services which have been authorized, approved and provided up to the effective date of termination. The City will not be subject to any termination fees from the Contractor.

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

6.0. Warranties.

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

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

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

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

7.0. Warranties – Intellectual Property.

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

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

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

8.0. Disputes.

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

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

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

9.0. Indemnification and Hold Harmless.

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

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

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

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

10.0. Insurance.

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

Insurance requirement waived: _____ (Signature and title of authorized City employee or officer)

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

11.0. Compliance with Laws and Regulations.

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

12.0. Independent Contractor.

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

13.0. Non-Collusion.

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

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

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

14.0. Nondiscrimination and Equal Opportunity.

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

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

15.0. No Conflict of Interest.

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

16.0. Force Majeure.

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

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

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

17.0. Assignment.

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

18.0. Governing Law.

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

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

19.0. Discrepancy.

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

20.0 Public Record.

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

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

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

21.0. Debarment.

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

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

22.0 Confidentiality of Shared Information.

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

23.0. Entire Agreement.

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

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

24.0. Additional Terms.

At City's discretion, and as mutually agreed, the scope and fee of this Agreement may be adjusted through a Supplemental Agreement for the addition of any or all of the following tasks:

- a. Additional Task 1: Drafting or revisions to the current zoning regulations for topics or content outside of the scope of work of the College Hill Zoning Update Project for a specific scope of work and fee amount mutually agreed upon by the City and Contractor.
- b. Additional Task 2: Creation of a vision plan, zoning code, and/or zoning code amendments for one or more additional specific geographic areas at a scope of work and fee amount mutually agreed upon by the City and Contractor.

25.0. Notices.

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

City:	Contractor:
Name: Karen Howard, AICP	Name: Leslie Oberholtzer, AICP, PLA, LEED AP
Title: Planning & Community Services Manager	Title: Principal
Address: 220 Clay St. Cedar Falls, IA 50613	Address: 1129 Cleveland St Evanston, IL 60202
Telephone: (319) 268-5169	Telephone: (773) 680-7130
Email: karen.howard@cedarfalls.com	Email: leslie@codametrics.com

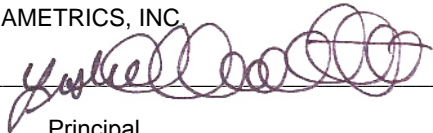
26.0. Incorporation of Exhibits.

All Exhibits attached to this Agreement are incorporated herein by this reference. If there is any conflict between this Agreement and any Exhibit, the terms of the Exhibit shall govern.

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

CONTRACTOR:

CODAMETRICS, INC

By:  _____
Its: Principal _____

Date: October 11, 2024

CITY OF CEDAR FALLS, IOWA

By: _____
Daniel Laudick, Mayor

Attest: _____
Kim Kerr, CMC, City Clerk

Date: _____

Exhibit A

Scope of Services

PHASE 1: INITIAL REVIEW & ANALYSIS

1.1: PLAN REVIEW

Conduct in-depth review of the City's recent current zoning regulations and map, the *Imagine College Hill! Vision Plan*, the *College Hill Parking Study*, and any other plans and documents recommended by staff.

- Review recent (approved and denied) development plans and proposals to gain an understanding of how the current zoning code is functioning within the area.
- Work with staff to identify and collect necessary GIS data.

1.2 : KICK-OFF SESSION

Hold a kick-off meeting with staff and the Technical Advisory Committee at the start of the project to ensure clear direction.

- Discuss the project scope, work plan, schedule, deliverables, and logistics.
- Discuss the City's general policies and procedures and the goals of the code.
- As directed by staff, consult with the City Attorney on format and content.

1.3 : PUBLIC OUTREACH STRATEGY/WEBSITE

With assistance from staff, coordinate the appropriate public outreach strategy for engaging stakeholders and the general public on the project.

- Format deliverables for the City's website. Assist the City with website information, including description of the process, timeline, and public involvement opportunity announcements.
- Additional outreach methods outlined within this scope to be confirmed by staff during this public outreach strategy coordination task.

1.4 : INTERVIEWS

Conduct approximately 10 in-person and/or virtual, one-hour listening sessions to gain insight into local issues and concerns and to confirm support for current thoughts on the objectives outlined in the vision plan. Listening sessions should be small groups of like-minded stakeholders, including city officials, nonprofit leaders, landlords, neighborhood residents, local design professionals, developers, and business owners.

- Meetings with other departmental staff, such as engineering and legal, may occur throughout the process as directed by planning staff project management.
- Create a one-page summary of the objectives of the project based upon the interviews and plan review in 1.1, documenting any proposed changes to the objectives.

1.5 : SURVEY PHYSICAL FORM

Conduct field surveys and other research to gain a better understanding of built patterns and neighborhood character within College Hill.

1.6 : PARKING TASK FORCE

During initial kick-off visit, hold a parking task force meeting coordinated by the City and comprised of key City staff and UNI officials.

- Prior to the meeting, review UNI's current parking policies, including rules and cost of parking permits and available parking areas for faculty, students, staff, and visitors. Information to be provided by UNI.
- Prior to the meeting, review the City's parking policies, fees, and permits related to public parking lots intended to serve customers of the commercial district. Information to be provided by the City.
- Work with the task force to identify and evaluate any conflicting policies, fees, or parking rates between UNI and the City that are contributing to parking problems in the area.
- Evaluate current private, off-street parking requirements in the zoning ordinance and effects on redevelopment opportunities.
- Develop a series of potential strategies to address parking needs associated with redevelopment opportunities and to help resolve any conflicting parking policies between UNI parking and the City's public parking.
- Hold at least one virtual follow-up task force meeting to discuss and finalize recommended strategies.

1.7: EVALUATION OF CURRENT CODE

Assess the current zoning code and map, including the CHN College Hill Overlay District, in terms of plan implementation/consistency and objectives of the project.

- Review current zoning requirements within character areas 1, 2, and 3 of the College Hill Vision Plan and evaluate the review processes.
- Identify vague language in the overlay and develop recommended revisions to more clearly implement the community's goals.
- Review the current R-1 and R-2 districts to identify barriers to infill development and to understand resulting building design and scale in relation to the current neighborhood character.

1.8 : DELIVERABLE: PREPARE DISCOVERY AND DIRECTIONS REPORT

Develop a discovery and directions report, a concise report summarizing the findings from phase 1 and to include, at a minimum, the following:

- Summary of public input thus far.
- Recommendations for zoning approach (form-based code, design standards, conventional zoning). A recommended approach or series of approach options will be developed for character areas 1, 2, and 3 with the goal of integration into the City's current zoning, considering the City's current conventional zoning districts, the College Hill Neighborhood Overlay, and the City's character districts currently implement in the downtown.
- Recommendations for modifications to the review procedures, such as addressing minor modifications

within the overlay area.

- Results of the parking task force meeting(s) and recommended strategies for addressing parking in the project area.
- Recommendations for preserving the character of the surrounding traditional neighborhood, maintaining the R-1 and R-2 zoning, potentially with modifications to the base zones and/or to the overlay.
- Draft an initial working outline and proposed format for the new code.
- Present draft discovery and directions report to staff and the Technical Advisory Committee for review and comment to address any revisions prior to presenting to City Council.
- Present discovery and directions report to the City Council to gain feedback and confirmation prior to moving forward.

1.9 : COMMUNITY MEETING

Present the discovery and directions report to the community, either in draft form prior to presentation to the City Council, or upon confirmation by the City Council as determined by staff. The meeting can be formatted to address any outstanding questions or confirmations from the community in terms of implementing the vision for the different areas and providing key input into the code development.

- Alternatively, a recorded presentation of the discovery and directions report could be posted online with a link to the report available.

PHASE 2: INITIAL DRAFT CODE & MAP

2.1 : DELIVERABLE: INITIAL DRAFT ZONING CODE & MAP

Prepare initial draft of the updates to the zoning regulations and map based upon the directions report as confirmed by city council, including the following key elements:

- Regulations to address character areas 1, 2, and 3, replacing or modifying components of the current zone districts and the CHN College Hill Neighborhood Overlay, including commercial, mixed-use, and mixed housing building forms.
- Updates to address neighborhood infill design within the R-1 and R-2 zones within the neighborhood, replacing or modifying components of the current zone districts and the CHN College Hill Neighborhood Overlay.
- Regulations associated with the parking requirements as determined during the parking task force meeting(s) and per the directions report as confirmed by City Council.
- Map revisions including boundary adjustments of components and/or inclusion of new zoning districts.

2.2 : INTEGRATION INTO CURRENT CODE STRUCTURE

The proposed zoning code updates will be organized to fit within the City's current code, as outlined in the directions report and confirmed by City Council. This update may require revisions to the College Hill Neighborhood Overlay, the City's current character districts and their application to the downtown, or other updates within the zoning ordinance with the goal of simplifying use of the overall code and

applying as consistent an approach as possible.

- Updates to codes that may affect other areas of the city, such as the downtown, may require additional work to ensure consistency and is outlined as an optional task in the project fee.
- Presentation of the initial draft code updates may be formatted differently from the current format to enhance readability by stakeholders at this stage.

2.3 : STAFF & TAC REVIEW

Present the initial draft updates and map to staff and the Technical Advisory Committee (TAC) for review and comments. Revise the initial draft code and map based upon staff and TAC review and submit to staff for approval prior to public outreach.

PHASE 3: PUBLIC REVIEW DRAFT CODE & MAP

3.1 : KEY STAKEHOLDER MEETINGS

Present the draft to key stakeholders in up to 2 meetings to gain feedback.

- Summarize feedback and recommended revisions and present findings to staff and the TAC.

3.2: DELIVERABLE: PUBLIC REVIEW DRAFT CODE & MAP

Prepare public review draft of the zoning code and map updates reflecting all comments and direction from staff.

- Record a presentation of the code for posting online.
- Post draft on the city’s website for public review.

3.3: PZC PRESENTATION & OPEN HOUSE

Present the public review draft at a Planning and Zoning Commission (PZC) for feedback to solicit comments for further changes and refinements.

- With staff’s approval, conduct open house prior to the PZC meeting with presentation boards on display. Suggest placing the boards in the lobby of City Hall or outside the PZC meeting location. Engage with community members one-on-one during the open house to allow for questions and specific concerns to be raised.
- Consider posting the boards in City Hall after the open house to gain additional feedback. Boards may include a QR code directing the public to a feedback site on the City’s website.

PHASE 4: APPROVAL PROCESS

4.1 : DELIVERABLE: HEARING DRAFT ZONING CODE & MAP

Upon staff’s direction, prepare public hearing draft of the zoning code update and map reflecting the comments and direction received during phase 3.

4.2: PUBLIC HEARING

Present as directed by staff for up to 3 adoption hearings and proceedings, in addition to the PZC

presentation in task 3.3. Additional trips will be billed at the per trip rate noted in the Exhibit B.

- Revise hearing draft up to 2 times as directed by staff. Additional sets of revisions will be billed at the hourly rate noted in Exhibit B.

4.3: FINAL ADOPTED ORDINANCE AND MAP

Upon City Council approval, revised and prepare the final version of zoning code and map. Provide documents in digital format as required for incorporation into Municode.

ESTIMATED PROJECT TIMELINE & SCHEDULE OF DELIVERABLES

		Months from Project Start												
		1	2	3	4	5	6	7	8	9	10	11	12	
1	Initial Review & Analysis	①		②		③								
2	Drafting the Zoning Regulations					④								
3	Refining the Code									⑤	⑥			
4	Approval Process											⑦	⑧	⑨
DELIVERABLES		Parking Task Meeting Materials Discovery & Directions Report City Council & Community Meeting Presentation				Initial Draft Zoning Code Updates & Map			Public Review Draft Code & Map Presentation Open House Materials		Hearing Draft Code & Map Presentation			
KEY MEETINGS		Meeting ①: Kick-off meetings with Staff & TAC, Interviews (virtual &/or in person)				Virtual Meeting ④: Presentation to staff and TAC			Virtual Meeting ⑤: Key Stakeholder Meetings		Meetings ⑦, ⑧, ⑨: Adoption Meetings			
		Virtual Meeting ②: Parking Task Force meeting							Meeting ⑥: PZC Hearing & Open House					
		Meeting ③: City Council Meeting and Community Meeting (optional)												

Exhibit B Payment Terms

The following all inclusive, not-to-exceed project cost is based upon the scope detailed in Exhibit A.

All deliverables will be supplied in digital PDF format. Printing for public open house meeting is included in the cost for that task. Once adopted, the GIS layer for the final map and the native file format for the code will be provided. Travel costs for the 6 meetings shown in the estimated project timeline are included in each phase cost.

Optional task: Updates to Other Code Sections. This optional task requires approval of staff and entails additional work that may be required to integrate the code updates into the current zoning ordinance, such as outreach for downtown character area updates or additional illustrations related to the downtown.

Costs for printed public review draft documents will be billed at cost, budgeted in the table below. Any additional requested printing will be billed at cost.

Additional services requested by staff and not outlined in the Exhibit A must be approved by staff in advance and will be billed hourly at the rates indicated below unless a formal proposal is requested.

PHASES	Estimated Hours by Phase		
	FEES BY PHASE	Leslie Oberholtzer CODAMETRICS	Kirk Bishop DUNCAN ASSOCIATES
1 Initial Review & Analysis	\$ 35,670	134	52
2 Initial Draft	\$ 28,940	140	24
3 Public Review Draft	\$ 22,080	108	8
4 Hearing Draft	\$ 13,450	62	0
Parking Task Force Advisor, Phase 1 (Sam Schwartz)	\$ 6,500		
Optional Task: Updates to Other Code Sections	\$ 3,500		
Estimated Printing Costs for Phase 3	\$ 1,500		
TOTAL PROPOSED PROJECT COST	\$ 111,640	444	84

	Hourly Rate	Per Trip Rate
CODAMETRICS		
Leslie Oberholtzer, Principal	\$ 175	\$ 2,400
GIS Technician/Planner	\$ 90	\$ -
Architect/Planner	\$ 120	\$ -
DUNCAN ASSOCIATES		
Kirk Bishop, Principal	\$ 185	\$ 2,680

Exhibit C
INSURANCE REQUIREMENTS
FOR GOODS & SERVICES FOR THE CITY OF CEDAR FALLS

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

1. All policies of insurance required hereunder shall be with an insurer authorized by law to do business in Iowa. All insurance policies shall be issued by companies satisfactory to the City and have a rating of A-, VII or better in the current A.M. Best Rating Guide.
2. The Contractor shall obtain and maintain through the term of the Agreement, insurance with the terms set forth in this Exhibit and with limits of coverage equal to or in excess of those set forth on Pages 2-3 of this Exhibit. By requiring the insurance as set forth in this Exhibit the City does not represent that coverage or limits will necessarily be adequate to protect Contractor’s interests and such coverage and limits shall not be deemed a limitation on Contractor’s liability under the Agreement or under the indemnity provisions of this Exhibit. The City shall have the right at any time to require liability insurance with greater coverage than that otherwise specified herein.
3. Coverage shall be written on an occurrence, not claims made form. All deviations or exclusions from the standard ISO commercial general liability form CG 001 shall be clearly identified and shall be subject to the review and approval of the City.
4. Contractor shall maintain ongoing Commercial General Liability coverage for at least 2 years following substantial completion of the work, under the Agreement, to cover liability arising from the products-completed operations hazard and liability assumed under an insured contract.
5. Separation of Insured’s Provision: If Contractor’s liability policies do not contain the standard ISO separation of insured’s provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
6. Certificate of Insurance: Contractor shall furnish a signed Certificate of Insurance, with accompanying endorsements, to the City of Cedar Falls, Iowa for the coverage required herein. See Pages 4-5 of this Exhibit.
 - A. Upon request by the City, Contractor shall provide Certificates of Insurance for all subcontractors and sub-sub-contractors who perform work or services pursuant to the provisions of the Agreement.
 - B. All Certificates of Insurance required hereunder shall include the Cancellation & Material Changes Endorsement.
7. Termination: Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Cedar Falls. Failure of the Contractor to obtain or maintain the required insurance shall be considered a material breach of the Agreement, and at City’s option, shall allow City to terminate the Agreement for cause and/or purchase said insurance at Contractor’s expense.

Insurance Limits

A. Commercial General Liability

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

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

<i>Required Endorsements - sample endorsements Pages 4-5 of this Exhibit</i>	
Blanket or Scheduled Additional Insured	
Owners, Lessees or Contractors - Scheduled Person or	CG 20 10 12 19
Additional Insured - Owners, Lessees or Contractors - Completed Operations	CG 20 37 12 19
Governmental Immunity (Nonwaiver of Government Immunity - Code of Iowa	Equivalent to sample on Page 4 of this Exhibit.
Designated Construction Project(S) General Aggregate Limit <i>(if applicable)</i>	CG 25 03 05 09

B. Automobile Liability

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

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

C. Workers' Compensation and Employer's Liability

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

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

D. Umbrella/Excess Liability

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

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

E. Errors & Omissions/Professional Liability

If the Agreement's scope of services includes design work or other professional consultation services, then Contractor shall maintain insurance coverage for errors, omissions and other negligent acts or omissions (except for intentional acts or omissions), arising out of the professional services performed by Contractor. Contractor shall maintain continuous Errors

& Omissions coverage for a period commencing no later than the date of the Agreement, and continuing for a period of no less than 2 years from the date of completion of all work completed or services performed under the Agreement.

Each Occurrence	\$1,000,000
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ENDORSEMENTS

ADDITIONAL INSURED ENDORSEMENT

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

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

GOVERNMENTAL IMMUNITIES ENDORSEMENT

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

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

CANCELLATION AND MATERIAL CHANGES ENDORSEMENT

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

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (Waiver of Subrogation Endorsement)

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



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM Planning & Community Services Division

TO: Honorable Mayor Daniel Laudick and City Council
FROM: Jaydevsinh (JD) Atodaria, AICP, Planner II
DATE: October 21, 2024
SUBJECT: PC-2 District Site Plan – 924 W. Viking Road (SP24-010x)

REQUEST: Request for an amendment to a PC-2 site plan on the property located at 924 Viking Road to allow an already constructed retaining wall and improvements to bring the site into compliance with safety standards.

PETITIONER: Wayne Williamson; Applicant; DBD Investments LLC; Owner

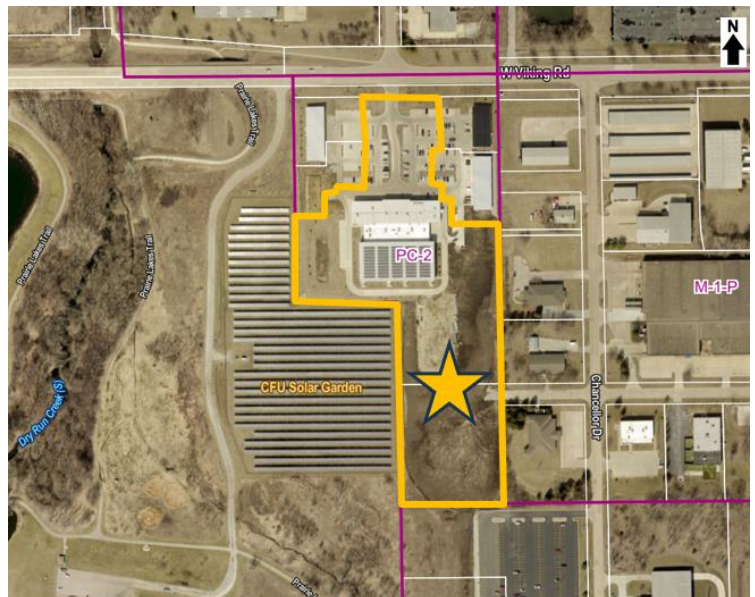
LOCATION: 924 W. Viking Road

PROPOSAL

It is proposed to amend the site plan for the PC-2 District at 924 W. Viking Road to allow an already constructed retaining wall to remain on the site, which was constructed to create a level soccer field south of the parking lot that is behind the large gymnasium building.

BACKGROUND

On July 1, 2024, the City Council approved an amendment to the PC-2 Master Plan and a detailed site plan for the construction of a practice soccer field at 924 W. Viking Road. At the time the request was to construct a practice soccer field and was characterized by the applicant as only involving minimal grading with no retaining wall needed. However, during the construction of the soccer field, the applicant found it was necessary to construct a retaining wall to create a level practice field. This change was noted during City inspection of the site. Staff also noted that additional



improvements are needed to address safety issues. Therefore, the applicant now requests to amend the site plan to reflect the on-site changes.

ANALYSIS

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

After indicating that no retaining wall would be needed with the previous application, the applicant found that during construction there was not enough room to create a gradual slope around the soccer field, so they constructed an approximately 9 ft. high retaining wall on the south side of the practice soccer field. The applicant is requesting to keep the tall retaining wall and have indicated the improvements necessary to bring the site into compliance with Building Code safety standards. (See image to the right for location reference)

To meet Building Code safety standards, a minimum 42-inch guardrail/fence is required along the top of the wall (as shown in the image to the right), which will be placed approximately 21 feet north of the retaining wall. In addition, the applicant is proposing to add 15 Austrian Pine trees between the fence and the retaining wall to create a more substantial buffer. The applicant has also noted that they plan to include additional netting along the south side of the soccer field to keep soccer balls from going over the retaining wall.



RECOMMENDATION

Planning and Zoning Commission recommended approval of the proposed amendment to the previously approved PC-2 site plan for a soccer field located at 924 W. Viking Road (SP24-010x) to allow an already constructed retaining wall to remain and add a minimum 42-inch guardrail fence and landscape buffer to bring the site into compliance with Building Code safety standards at their regular meeting on October 9, 2024, with a vote of 8 ayes and 0 nays.

PLANNING & ZONING COMMISSION

Discussion & Vote
P&Z
10/9/2024

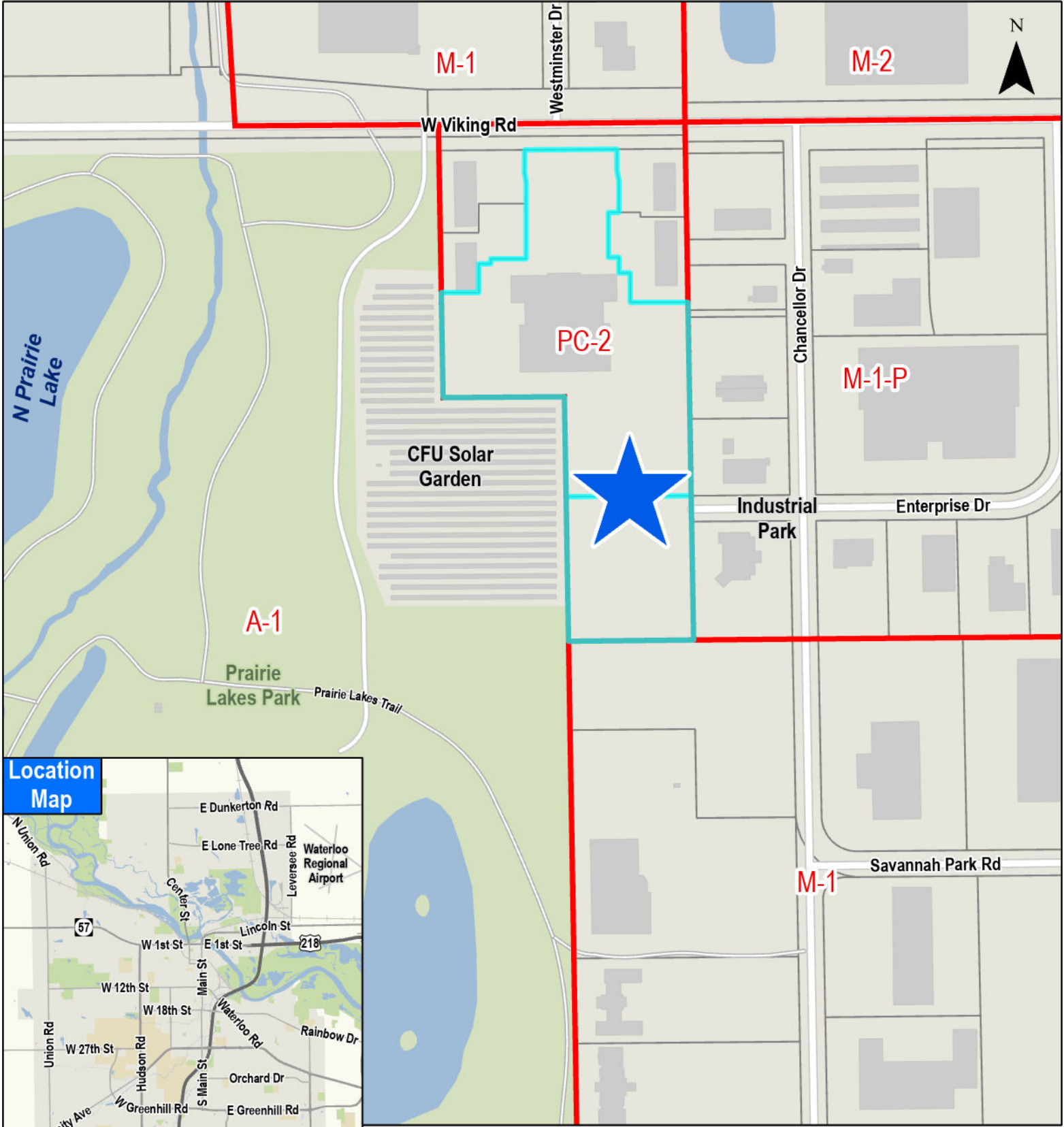
The next item for consideration by the Commission was a PC-2 District Site Plan Amendment for 924 West Viking Road (SP24-00x). Chair Hartley introduced the item and Mr. Atodaria provided background information. He explained that it is proposed to amend the PC-2 district site plan to allow an already constructed retaining wall to remain on-site and bring the site into compliance. During the construction, a 9 ft. high retaining wall was constructed to create a level soccer field, as there was not enough room to create a gradual slope. A minimum 42-inch guardrail/fence will be added 21 feet north of the retaining wall to comply with building code, as well as the addition of Austrian pine trees between the fence and retaining wall for a more substantial buffer.

Staff recommends approval of the proposed PC-2 site plan amendment subject to any comments or direction from the Commission.

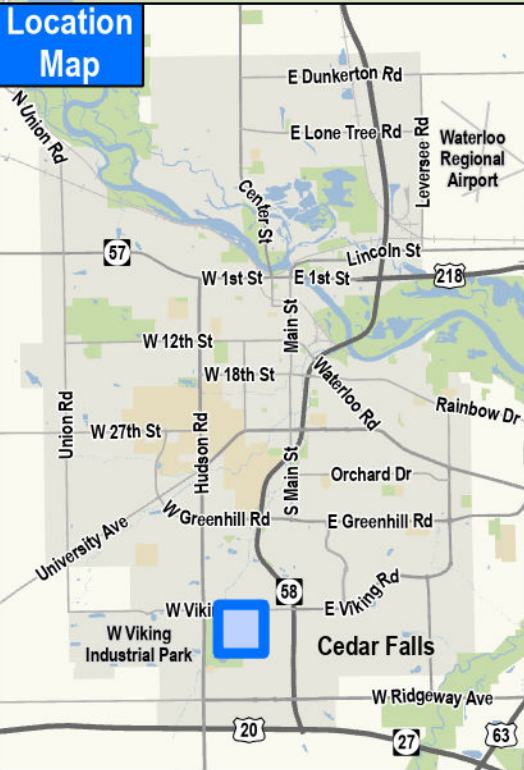
Alberhasky made a motion to approve the item. Sorensen seconded the motion. The motion was approved unanimously with 8 ayes (Alberhasky, Grybovych, Hartley, Henderson, Johnson, Moser, Sorensen and Stalnaker), and 0 nays.

Location Map

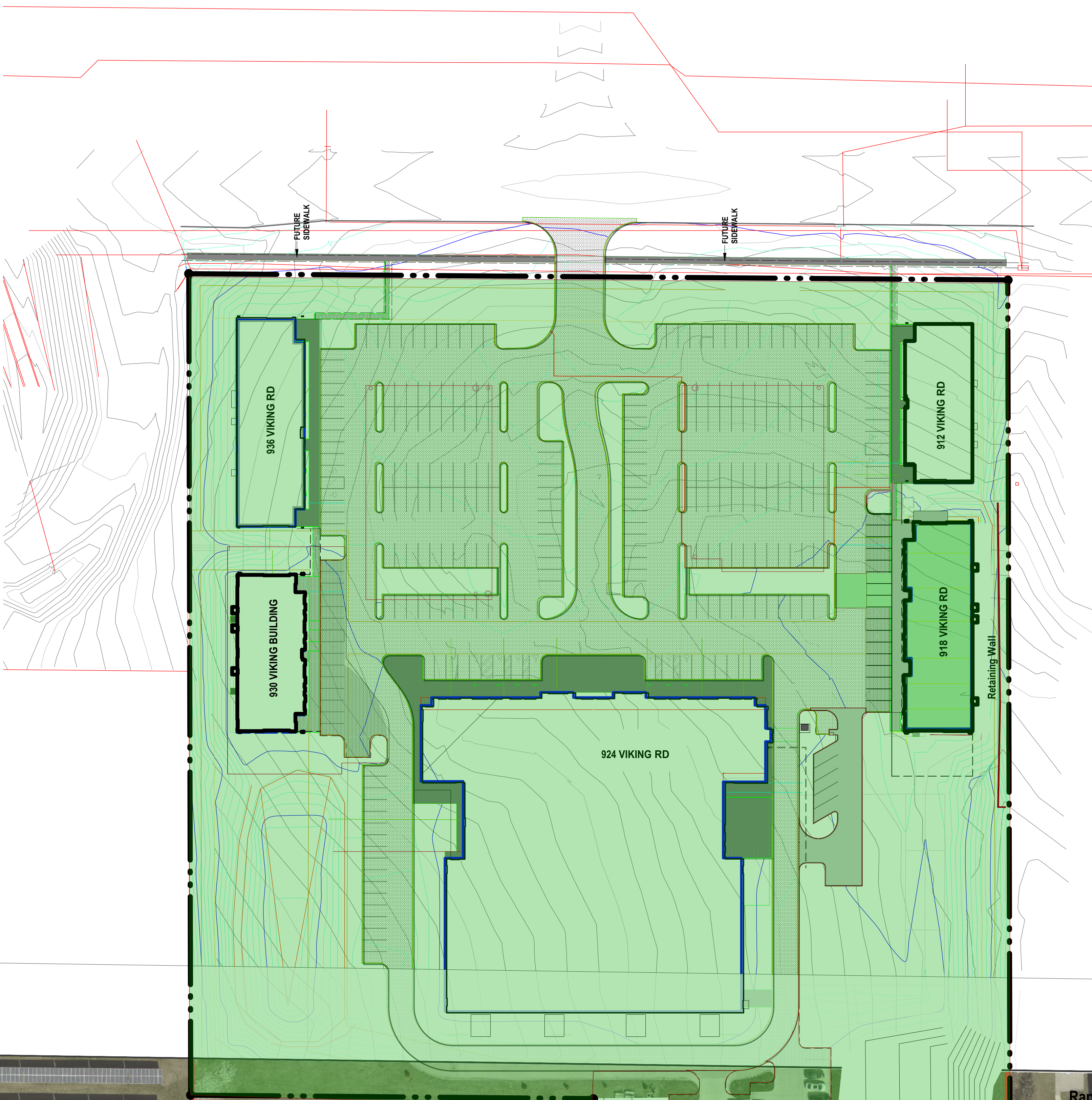
Item 30.



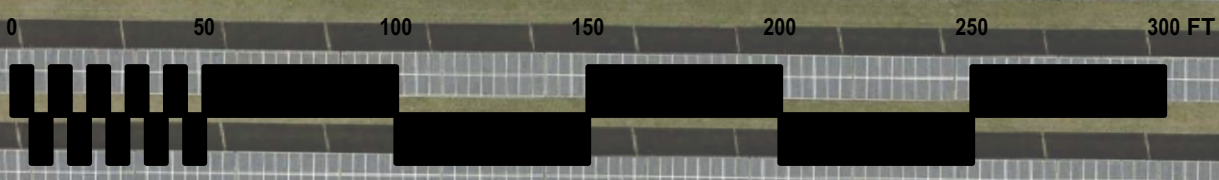
Location Map



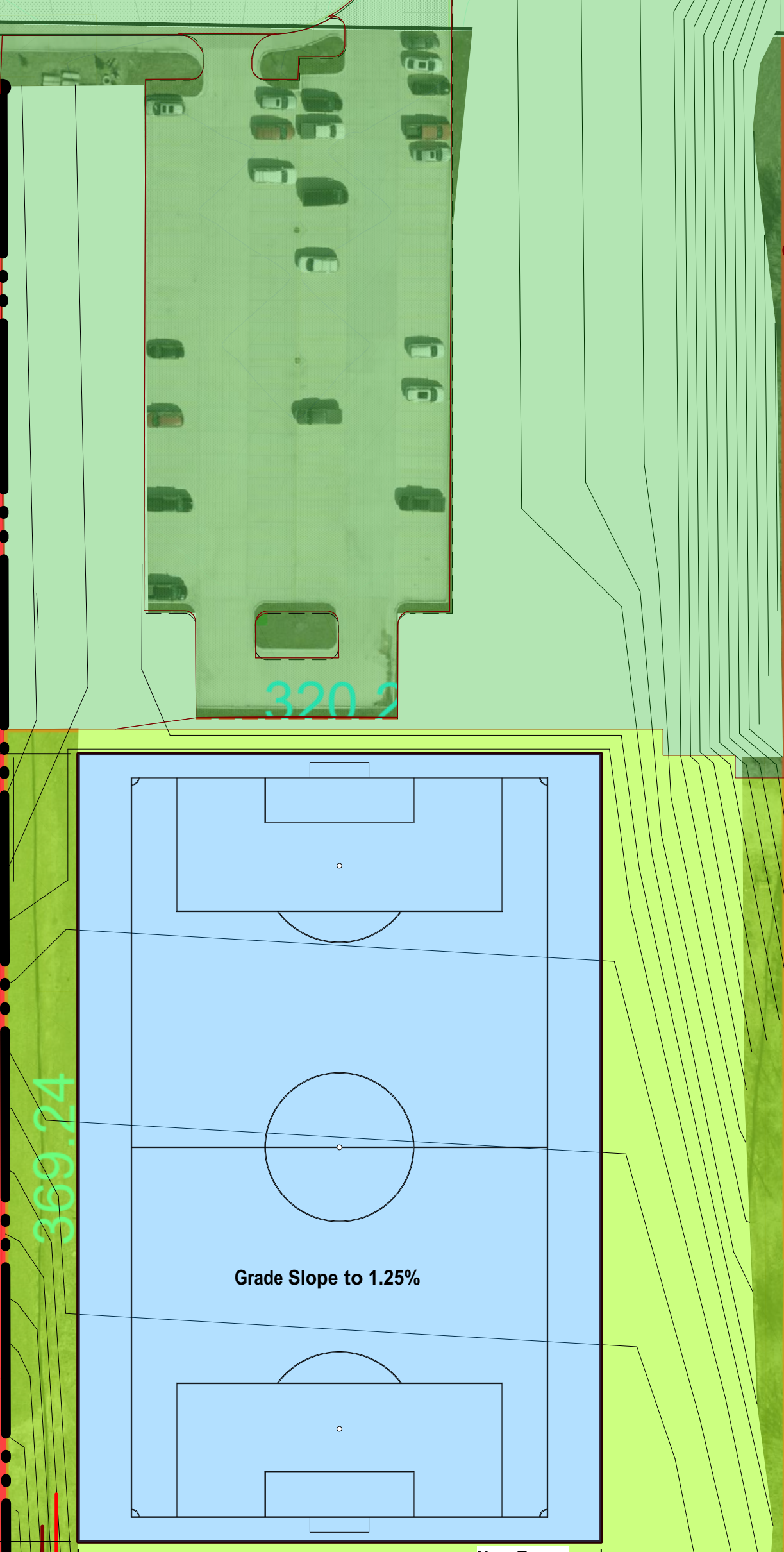
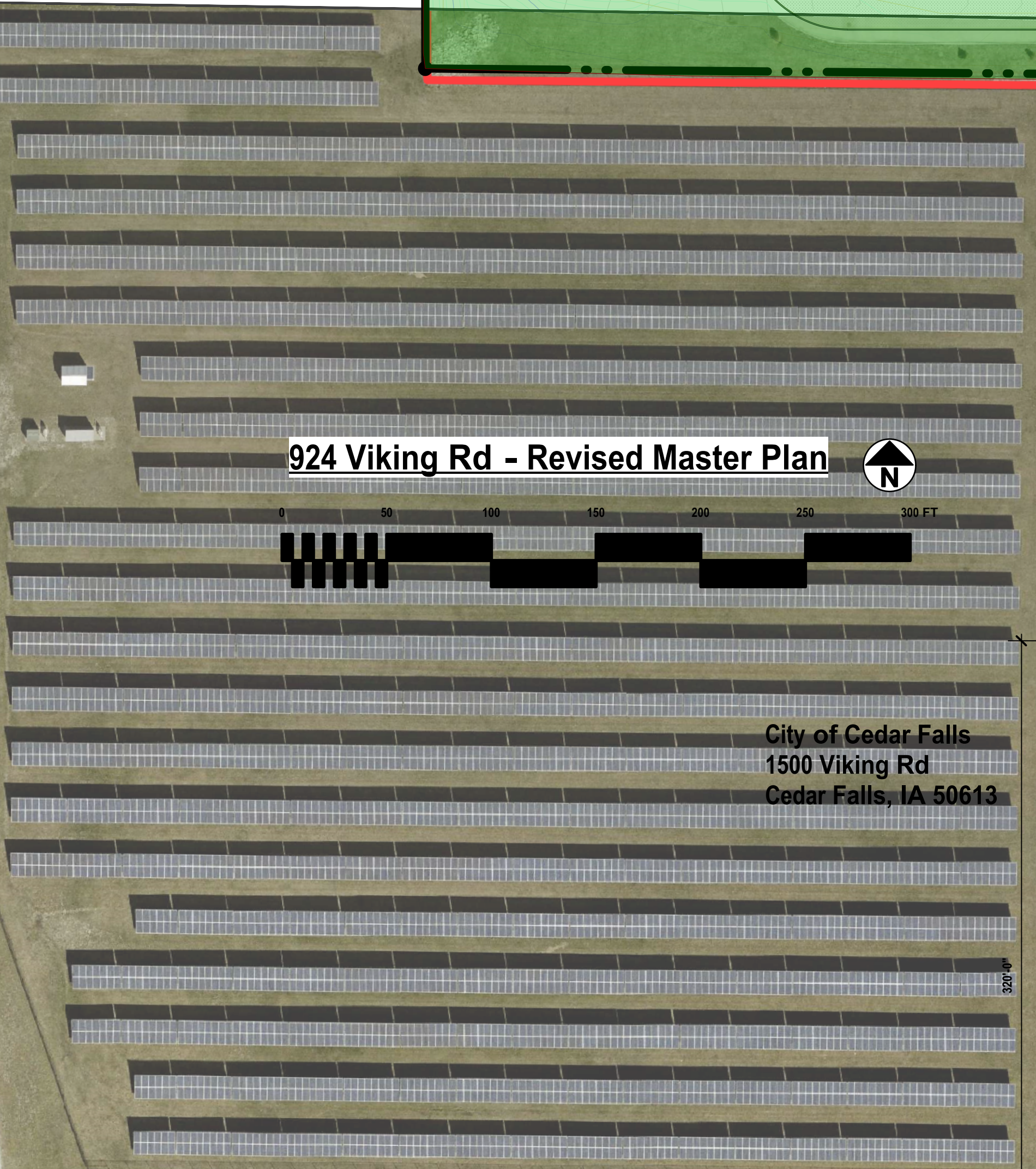
PC-2 Master Plan Amendment
924 W. Viking Road
(MP24-005)



924 Viking Rd - Revised Master Plan



City of Cedar Falls
1500 Viking Rd
Cedar Falls, IA 50613



Rapids Properties LLC
PO Box 11277
Cedar Rapids, IA 52410

251.92

11 6221

Garcia Properties LLC
6221 Chancellor Dr
Cedar Falls, IA 50613

252.23

Chancellor Dr.

66 Enterprise Dr.

252.34

Pine Shadow Enterprises LLC
487 Progress Ave
Waterloo, IA 50701

10 6315

252.76

CHANCELLOR DR.

Veridian Credit Union
PO Box 6000
Waterloo, IA 50704

228.85

228.86

4

228.86

Pt. TR. B

253.07

2



Veridian Credit Union
PO Box 6000
Waterloo, IA 50704
8.85

28.86
4

1'-4" 21'-0" 13'-0"

29'-2"

212'-6"

78'-9"

New Retaining Wall

New Fence

15 Austrian Pines

369.24

Grade Slope to 1.25%

320.9

302.98

369.24

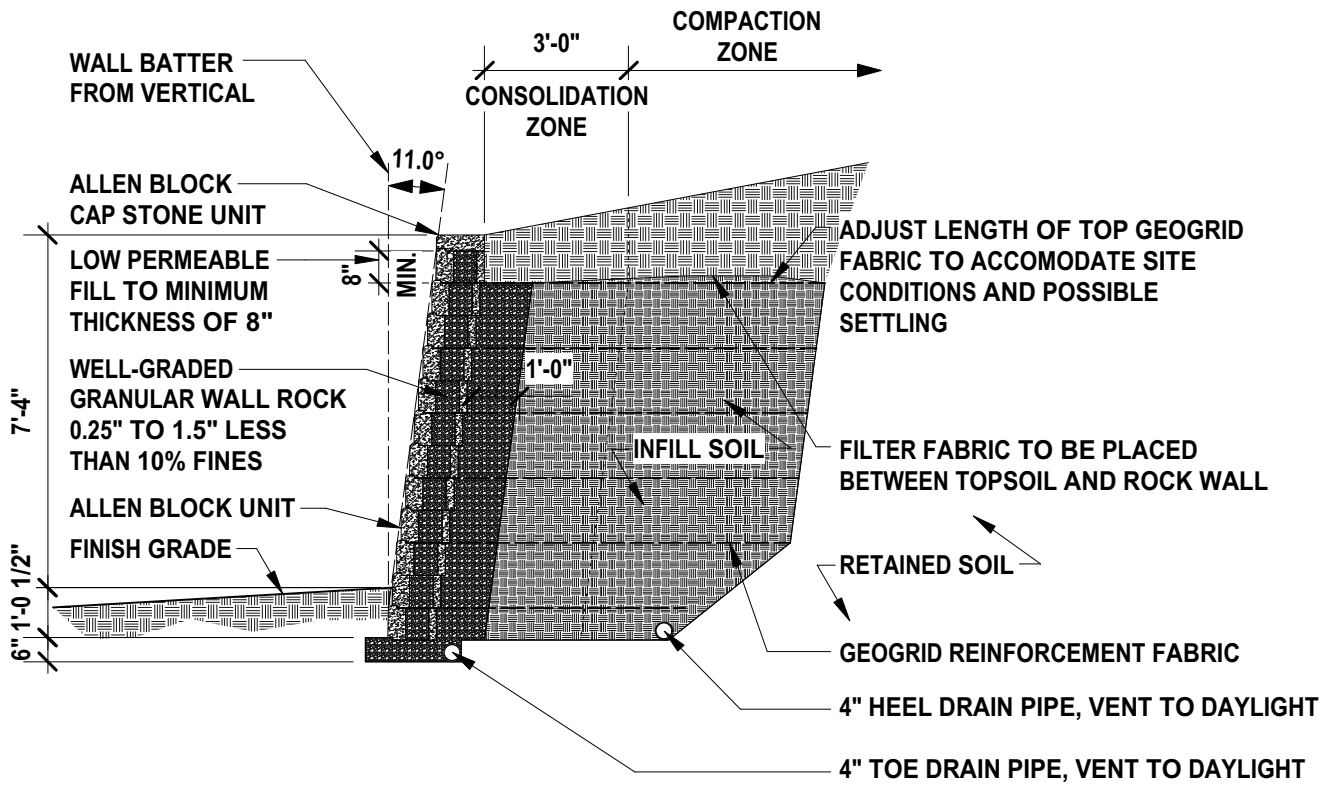
10

Pine Shadow Ente
487 Progress Ave
Waterloo, IA 5070

99 Enterprise Dr.

Garcia Properties
6221 Chancellor L
Cedar Falls, IA 50

Rapids Properties
PO Box 11277
Cedar Rapids, IA



RETAINING WALL SECTION

0 1 2 3 4 5 6 7 8 9 10 FT



924 VIKING ROAD SITE
SOUTH SIDE RETAINING WALL

Why retaining wall was needed:

The site has 26 feet of fall from one corner to the other, the soccer field takes 75% - 80% of the open space and need to be close to flat. Having the retaining wall allows for this and reduces the amount and speed of water being released downhill.

Previous master plan showed only the area needed for a soccer field and did not address the grade changes at all.

The fence will be chain-link probably with vinyl coating. Most of the fence will be roughly 36" in height with a higher area of fencing or netting directly behind the soccer goal.

Brief Tax Description: Viking Road First Addition Lot 6

Deed Book/Page: 2018-011848 (1/16/2018)

No buildings or residences are not planned on this property at this time.

Property owners near the site:

City of Cedar Falls
1500 Viking Rd.
Cedar Falls, IA 50613

Veridian Credit Union
PO Box 6000
Waterloo, IA 50704

Pine Shadows Enterprises, LLC
487 Progress Ave
Waterloo, IA 50701

Garcia Properties LLC
6221 Chancellor Dr
Cedar Falls, IA 50613

Rapids Properties LLC
PO Box 11277
Cedar Rapids, IA 52410



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor Daniel Laudick and City Council

FROM: Jaydevsinh (JD) Atodaria, AICP, Planner II
 Ben Claypool, PE, PhD, Principal Engineer

DATE: October 21, 2024

SUBJECT: RP District Master Plan Amendment and Site Plan – Cedar Falls Bible Conference

REQUEST: Request to amend the RP District Master Plan for Bible Conference and a detailed Site Plan for the new 6,500 sq.ft. event center building addition (SP24-003)

PETITIONER: Dan Levi; Applicant; Cedar Falls Bible Conference; Owner

LOCATION: 27 acres of property north of Greenwood Cemetery and N. Division St.

PROPOSAL

It is proposed to amend the RP Master Plan for Cedar Falls Bible Conference (locally known as Riverview Ministries or Riverview Park), originally approved in 1987. The original master plan was approved as part of the rezoning of 27 acres of subject property from the R-2 Residential District to the RP Planned Residence Zoning District.

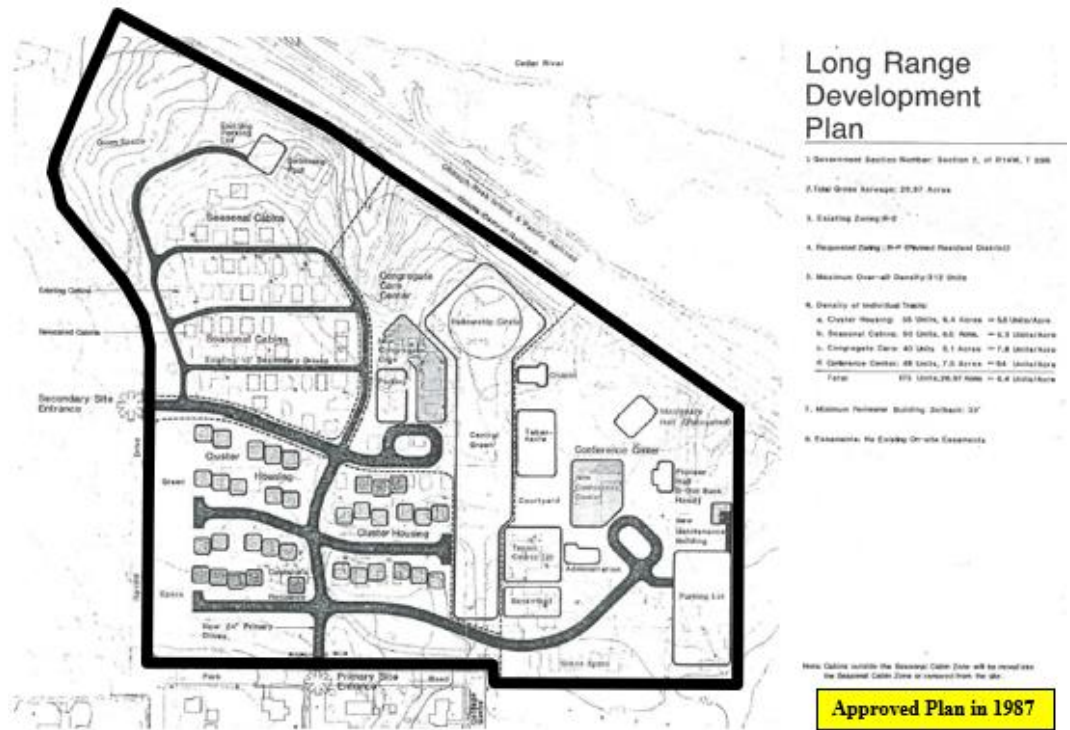
The proposed amendment includes updating the master plan to reflect existing development and the proposed new 6,500 sq. ft. building addition for the new event center use on Elm Street. The proposal also includes a detailed site plan of the new building addition, associated parking, and stormwater detention basin.

BACKGROUND

The subject property is part of the Riverview Park subdivision that was platted in 1920. The subject property was rezoned from R-2 Residential District to RP Planned Residence District in 1987, which was approved with a Master Plan for the area and a Developmental Procedures Agreement.

Over the last 37 years, many of the anticipated changes shown on the 1987 plan have not been realized and the site has remained largely the same.

The owners now desire to build a new event center on the site, so it is a good opportunity to update the master plan to reflect current development on the site and the changes necessary to support the new event center. Many of the elements of the 1987 plan are no longer anticipated, so have been removed. If in the future the owner decides to make significant changes, the master plan will be updated.



In addition to the request for an updated master plan, the applicant has submitted a detailed site plan for the new event center building addition, associated parking, and stormwater detention basin. As per the code, any changes, modifications, and amendments to the plans, a review and approval by both the Planning and Zoning Commission and City Council is required.

ZONING

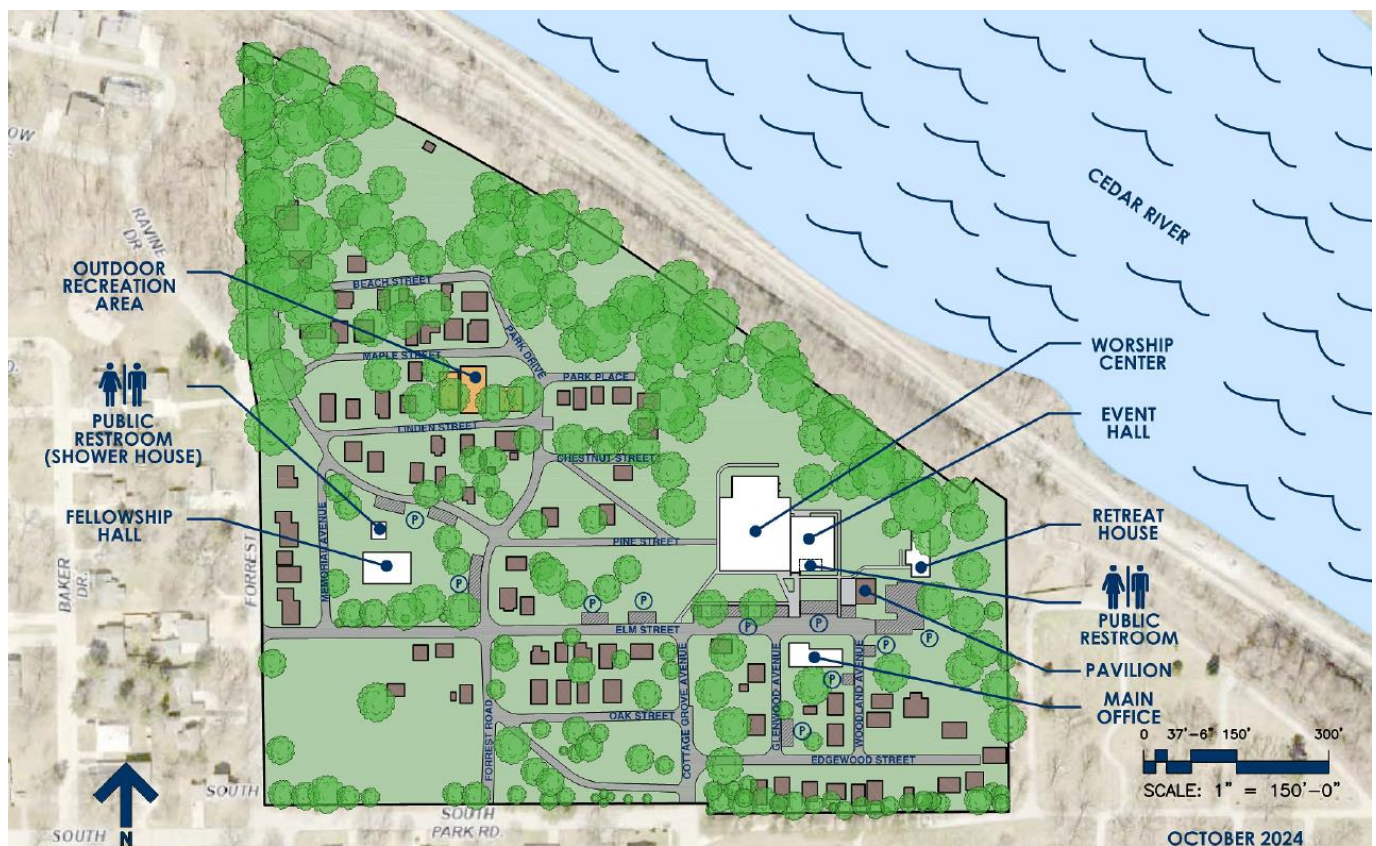
The purpose of the R-P Planned Residence District is to permit the establishment of multi-use and integrated-use residential developments and to provide for the orderly planned growth of residential developments in larger tracts of land.

The subject property is approximately 27 acres in size. The property and its surrounding area were rezoned to RP, Planned Residence District in 1987, wherein the site was divided into the development of Cluster Housing in Tract A, Seasonal Cabins in Tract B, Congregate Care in Tract C, and Conference Center in Tract D. See the attached 1987 Master Plan for reference.

STAFF ANALYSIS

Master Plan Amendment:

The proposed Master Plan amendment exhibit (see below for reference) submitted shows the existing development on the subject property and the proposed new event hall building addition and associated parking. If approved, this update will replace the previous master plan.



Staff notes that any significant future development on the campus will require another amendment of the master plan and a detailed site plan review of the area being developed by both Planning and Zoning and City Council prior to issuance of any associated building or land use permits.

Site Plan for new event hall:

The applicant is proposing to 6,500 sq. ft. event hall, associated parking, and stormwater detention basin as required by City Code. The proposed building addition will be located on the east side of the worship center and north of the main office building on Elm Street. The proposed addition will be accessed off private drives on the campus. See the below image for additional reference.

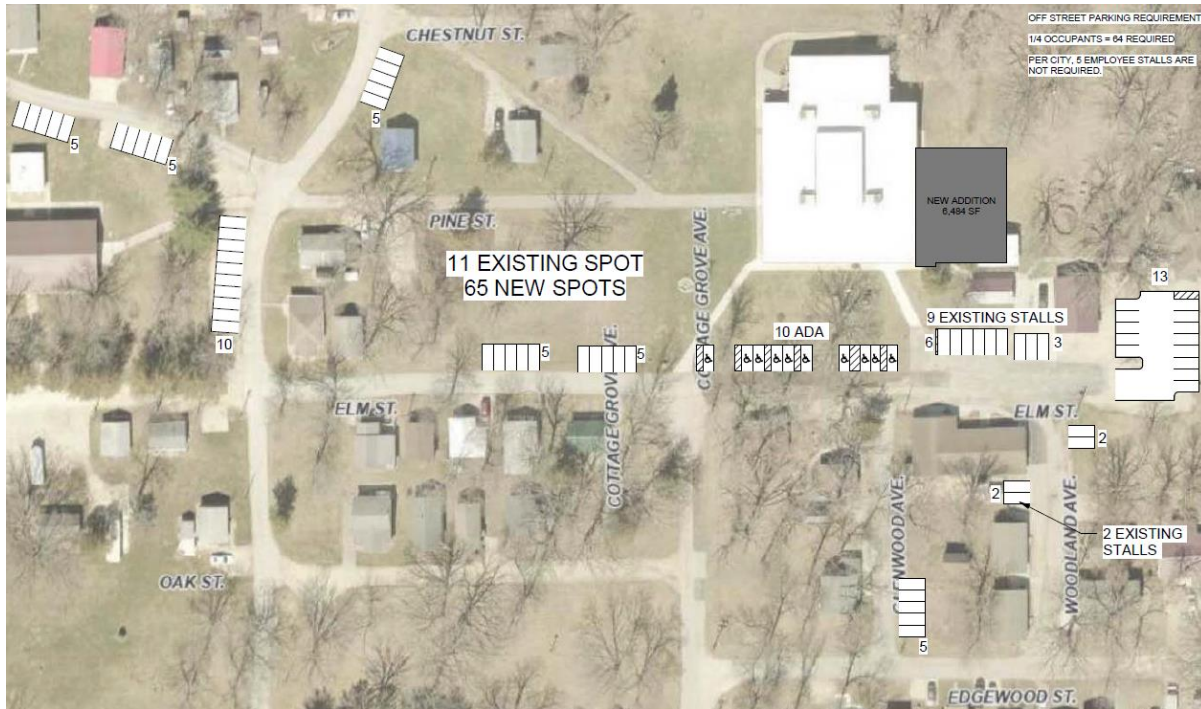


Parking:

Required parking for an event center/hall is 1 space/4 occupants + minimum five spaces for employees (parking is based on the occupant load of the new building). The project architect has indicated that the occupant load for the new building will be 254 people. There will be no permanent employees staffing the event center on a daily basis, so City staff recommends waiving the employee parking requirement.

- Parking Required: 64 stalls
- Parking Proposed: 65 stalls (including 10 ADA stalls)

The applicant has decided to scatter the parking along a several of the private drives in smaller parking areas of 5-10 spaces rather than constructing a large parking lot near the event hall. This will allow a more dispersed management of stormwater run-off into the extensive green space on the site.



The required ADA stalls will be placed just south of the existing worship center building to provide easier access for those with disabilities. In addition, the non-permitted gravel lot located to the east will be paved and striped to include 13 additional compliant parking spaces. See the parking diagram above submitted for reference. Existing parking on the campus is not very defined and is on unpaved surfaces. These are nonconforming with current code. With the proposed site plan, the applicant will bring several of these gravel areas into compliance.

Stormwater Management:

As per code, any new development exceeding 5,000 sq.ft. in area requires on-site stormwater management. The applicant is proposing to construct a stormwater detention facility just north of the proposed building addition to manage the stormwater run-off from the new addition and will also capture some of the run-off from the existing worship center.

The proposed project shows the capture and detention of the 2-year storm event and water quality volumes for the new addition. The proposed basin will capture this water along the north side of the property, prior to out-letting the water along the north property line. This satisfies the City’s postconstruction stormwater management code.

The stormwater for the proposed impervious parking stalls and driveway along the southern side of this facility will be collected and conveyed along a swale that bypasses the planned detention basin. At the outlet, the water’s energy will be dissipated by erosion stone and released at the same location as the detention basin. However, the volume of water conveyed by this bypass is equivalent to the volume of water collected from the existing facility’s roof drains that is being controlled by the proposed basin. This allows for the site’s net release rate to remain within an acceptable range. Lastly, the small parking lot on the east side of the site has been determined to be infeasible to detain and outlet based on the topography. A plan to collect the stormwater

and outlet it toward the eastern ravine after dissipating the flow with erosion stone has been determined to be acceptable.

Building Design:

The proposed building addition for the event hall will be sided with a combination of dark-colored LP lap siding and light-colored LP board and batten finish. The entrance of the event hall will have ACM panels and coping. The entire building will be topped with metal coping of a darker color. Overall, the building design will complement the existing CMU building material on the worship hall building. See the image below for reference. Building elevations and renderings are attached in the packet for additional reference.



Notification of Surrounding Property Owners:

City Staff sent a courtesy notice to the surrounding property owners on 1st October 2024.

Technical Comments:

Staff notes that the City and the developer will continue needed coordination and potential temporary construction easements to address repair to the City's sanitary sewer line near the northern property line of the subject property.

RECOMMENDATION

Planning and Zoning Commission recommended approval of the proposed amendment to the RP Master Plan and the detailed site plan for a 6,500 sq. ft. building addition for the event hall for Cedar Falls Bible Conference (SP24-003) at their regular meeting on October 9, 2024, with a vote of 8 ayes and 0 nays.

PLANNING & ZONING COMMISSION

Discussion & Vote
P&Z
10/09/2024

Chair Hartley introduced the item and Mr. Atodaria provided background information. He explained that the proposal is to amend the RP Master plan to reflect existing development and a proposed new building addition, as well as approve a site plan for a new event center. He explained that the property was originally part of the Riverview Park subdivision that was platted in 1920. In 1987 it was rezoned from R-2 to RP with a Master Plan and a Developmental Procedures Agreement. Many of the anticipated changes on the Master Plan have not been realized and the site has remained mostly unchanged. Any significant future development on the campus will require another amendment of the Master Plan and a detailed site plan review. Mr. Atodaria discussed the proposed master plan that shows existing development on campus and the proposed new building addition.

Mr. Atodaria discussed the proposed building addition, as well as the parking requirements, the stormwater detention facility and the proposed building design. Staff recommends approval subject to any comments or direction by the Commission. Johnson asked about the parking and the walking distances, and Moser asked about how the ability to accommodate large groups.

Dan Levi, Levi Architecture, explained that it is an unusual site and that there are two events each year that draw a large number of people, typically that is not the case. For the large events, the parking will be extended throughout some of the greenspace and graveled areas. Typical usage entails people renting out the cabins, which have parking with each unit. However, when there are larger events there are carts that will shuttle those who have to park further away.

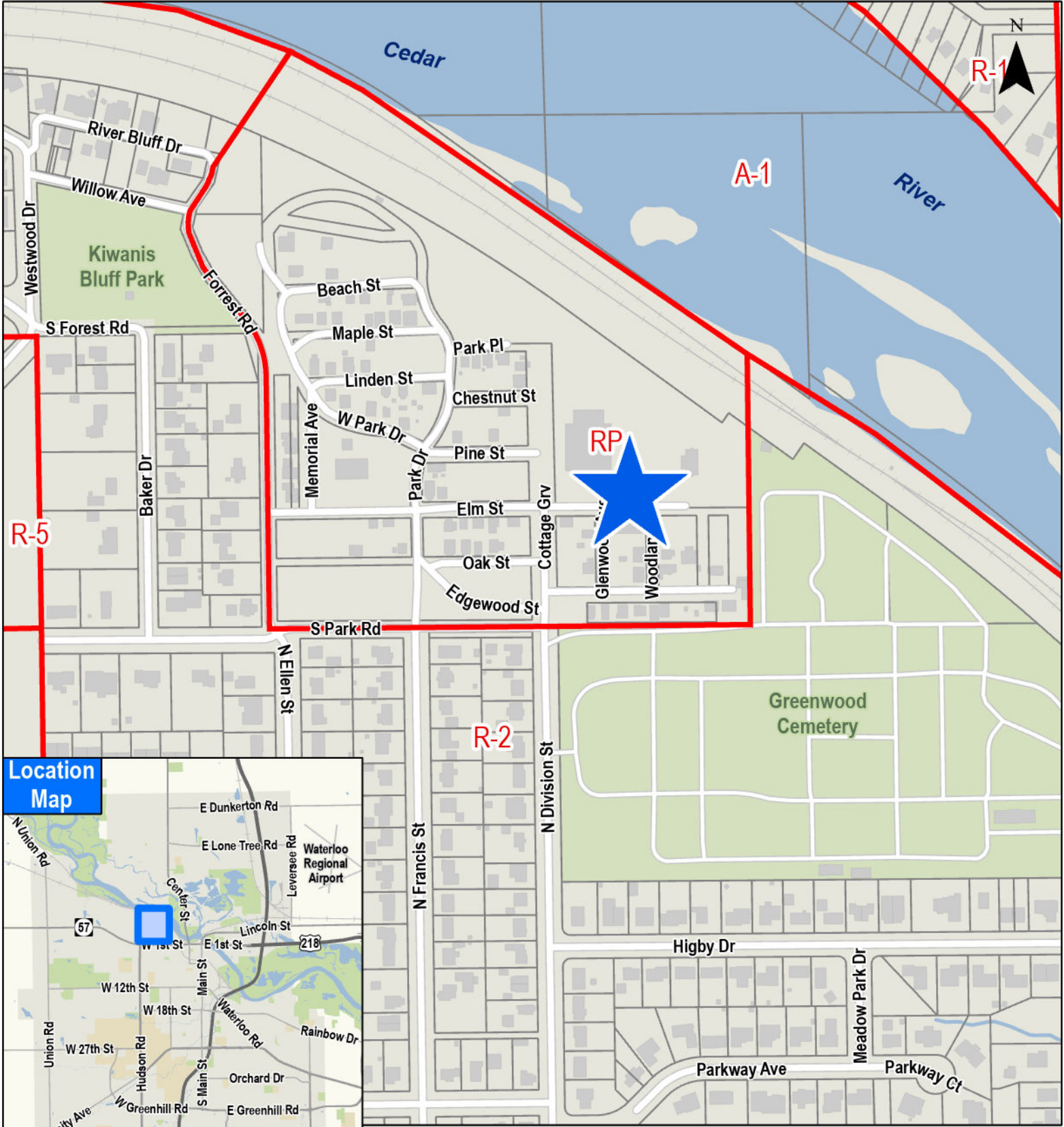
Cody Haman, 625 Baker Drive, spoke about the parking during the larger events and how people park on both sides of the road on North Division and South Park, making it nearly impossible to traverse those roads. He stated that some of those problems could be alleviated by adding no parking signs.

Moser asked if it should be a recommendation to have public safety direct traffic. Ms. Howard stated that as a private entity that this may be something they should take into account. They would be responsible for contacting and coordinating with public safety.

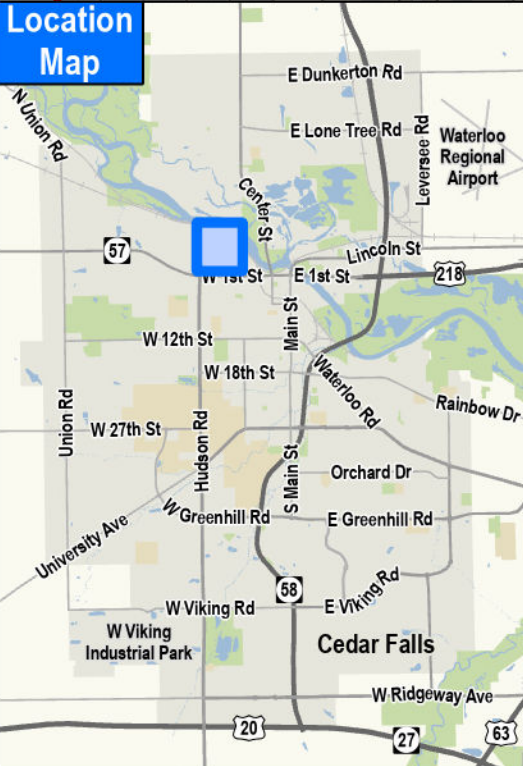
Sorensen made a motion to approve the item. Alberhasky seconded the motion. The motion was approved unanimously with 8 ayes (Alberhasky, Grybovych, Hartley, Henderson, Johnson, Moser, Sorensen and Stalnaker), and 0 nays.

Location Map

Item 31.

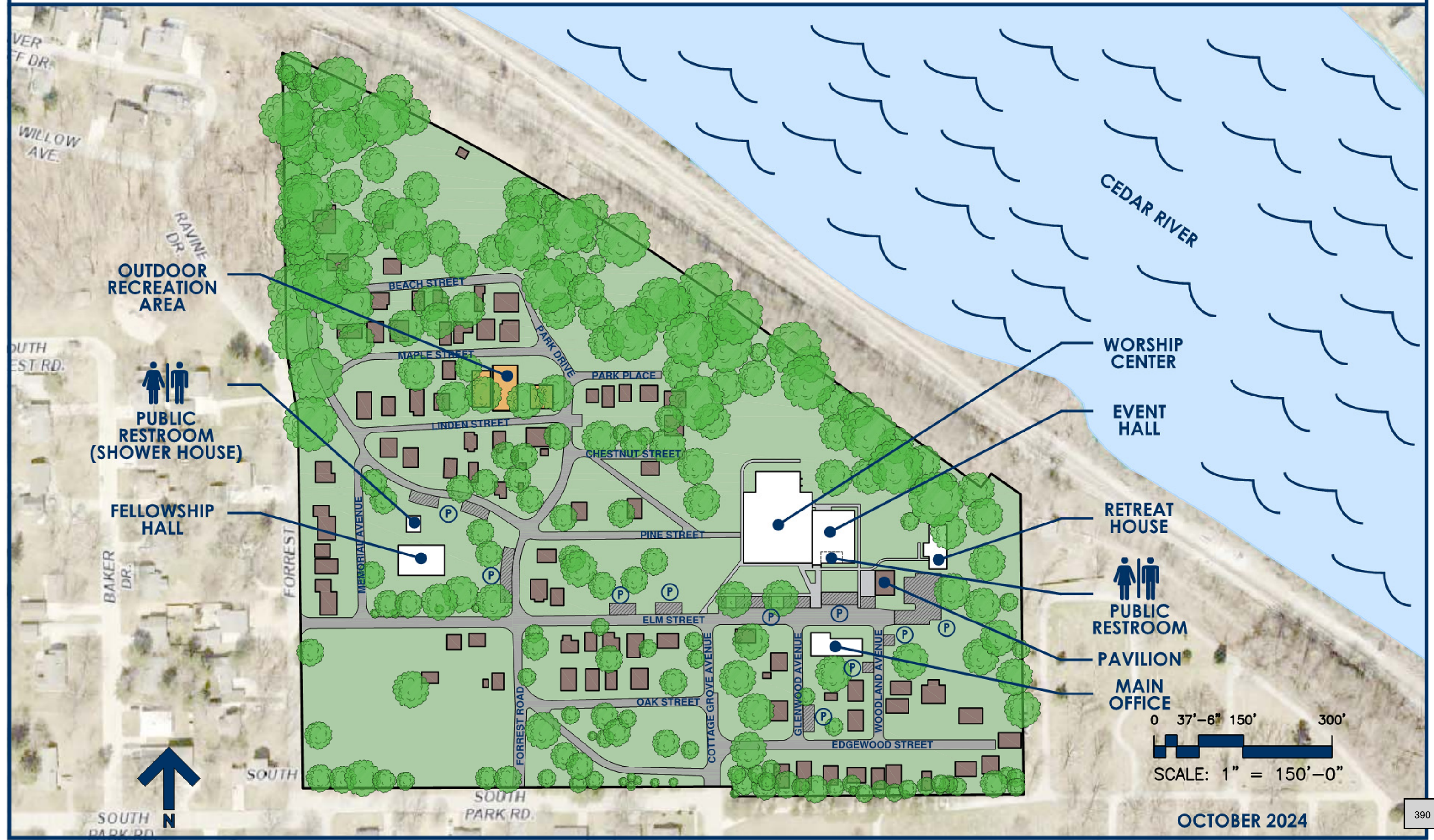


Location Map



**RP Site Plan and Master Plan Amendment
for CF Bible Conference (SP24-003)**

RIVERVIEW MINISTRIES CAMPUS MASTER PLAN



OUTDOOR RECREATION AREA

PUBLIC RESTROOM (SHOWER HOUSE)

FELLOWSHIP HALL

WORSHIP CENTER

EVENT HALL

RETREAT HOUSE

PUBLIC RESTROOM

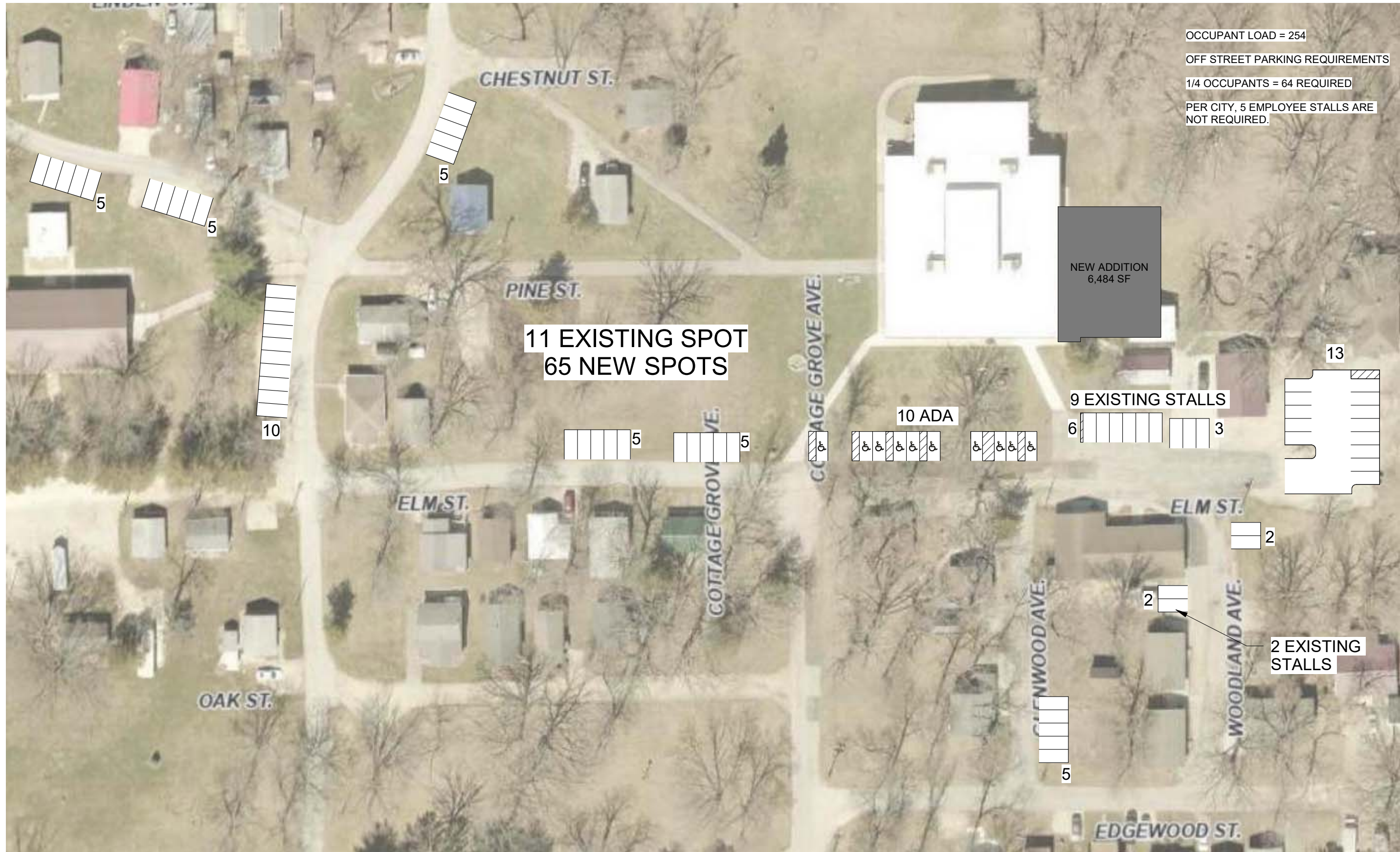
PAVILION

MAIN OFFICE

0 37'-6" 150' 300'

SCALE: 1" = 150'-0"

OCTOBER 2024



OCCUPANT LOAD = 254

OFF STREET PARKING REQUIREMENTS

1/4 OCCUPANTS = 64 REQUIRED

PER CITY, 5 EMPLOYEE STALLS ARE NOT REQUIRED.

11 EXISTING SPOT
65 NEW SPOTS

NEW ADDITION
6,484 SF

9 EXISTING STALLS

10 ADA

13

2 EXISTING STALLS



PARKING DIAGRAM

SCALE: 1/64" = 1'-0"



3228 Cedar Heights Drive
Cedar Falls, IA 50613
319.277.5636
www.leviarchitecture.com

© Copyright 2024
Drawings & specifications, ideas, designs, & arrangements represented are & shall remain the property of the architect & no part shall be copied or disclosed to others or used in connection with any work or project other than the specified project for which they have been prepared without the written consent of the architect. Visual contact with these drawings & specifications shall constitute conclusive evidence of acceptance of these restrictions.

Riverview Ministries
Cedar Falls, Iowa

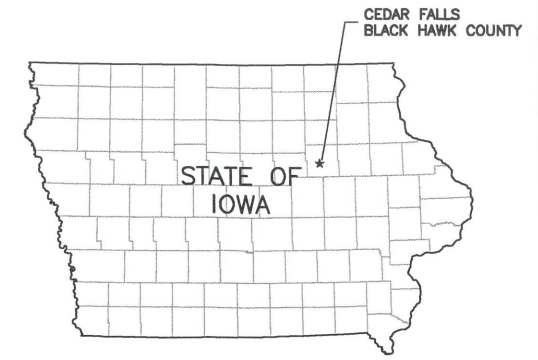
Parking Diagram

A1.0

Date:
Oct. 2, 2024

391

RIVERVIEW MINISTRIES BUILDING ADDITION FOR CEDAR FALLS BIBLE CONFERENCE BUILDING ADDITION CEDAR FALLS, IOWA

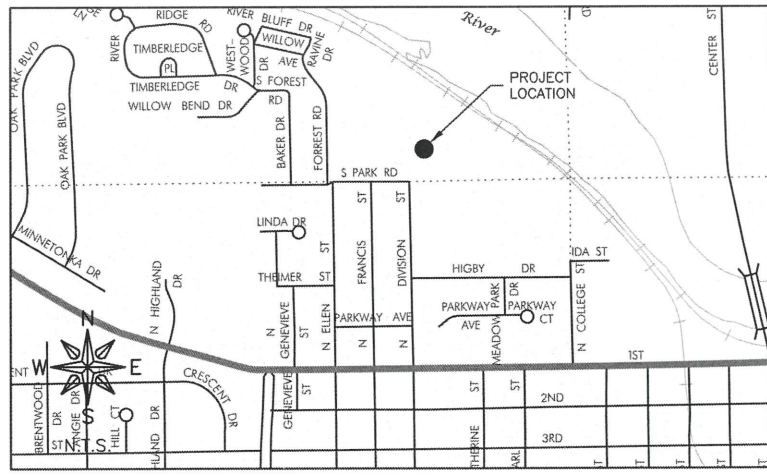


Sheet Number	Sheet Title
A.01	TITLE SHEET
A.02	LEGEND
C.01	GENERAL NOTES
C.02	EXISTING CONDITIONS & REMOVAL PLAN
D.01	SITE PLAN
D.02	GRADING & UTILITY PLANS
D.03	GRADING & UTILITY PLANS
RR.01	SWPPP
U.01	DETAILS

23-1735

BLACK HAWK COUNTY

OCTOBER 2024



LOCATION MAP

THE 2024 VERSION OF THE STATEWIDE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS, ALSO KNOWN AS SUDAS (2024), PLUS FEHR GRAHAM SUPPLEMENTAL SPECIFICATIONS AND SPECIAL PROVISIONS SHALL APPLY TO CONSTRUCTION WORK ON THIS PROJECT.



OWNER/DEV	
ADDRESS	CEDAR FALLS BIBLE CONFERENCE 439 N. DIVISION STREET, CEDAR FALLS, IA
P#	(319) 268-0787

UTILITY TYPE	COMMON NAME
ELECTRIC	MIDAMERICAN
TELEPHONE	CENUTRYLINK/LUMEN, WINDSTREAM
GAS	MIDAMERICAN
CABLE	CEDAR FALLS UTILITIES, MEDIACOM
SANITARY SEWER	CITY OF CEDAR FALLS
WATER	CITY OF CEDAR FALLS/ CEDAR FALLS UTILITIES
STORM SEWER	CITY OF CEDAR FALLS

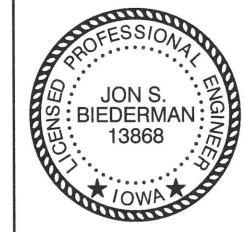
(CONTRACTOR TO BE RESPONSIBLE FOR ANY ADJUSTMENTS TO BE MADE.)



ILLINOIS IOWA WISCONSIN

WEST UNION, IOWA
128 S VINE STREET
WEST UNION, IA 52175
P# (563) 422-5131

REVIEW



I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

[Signature] 10/2/2024
Date

Jon S. Biederman, P.E.
License Number 13868
My license renewal date is December 31, 2024.
Pages or sheets covered by this seal: All

REV. NO.	DESCRIPTION	DATE
1	ADDENDUM 1	9/20/2024
2	EAST PARKING ADDITION	10/2/2024

ABBREVIATIONS

Table of abbreviations for civil engineering terms, including symbols for various materials, structures, and surveying points.

Table of abbreviations for civil engineering terms, including symbols for various materials, structures, and surveying points.

HATCH PATTERNS

Table of hatch patterns for materials like earth, brick, steel, insulation, wood, and asphalt.

SYMBOLS

Table of symbols for CIVIL engineering, showing existing and proposed symbols for items like right-of-way lines, property lines, and fences.

Table of symbols for MISC (Miscellaneous) engineering items, including soil boring locations and monitoring wells.

Table of symbols for SANITARY SEWER engineering, showing existing and proposed symbols for sewer lines and manholes.

Table of symbols for WATER engineering, showing existing and proposed symbols for water services, pipes, and valves.

Table of symbols for STORM SEWER engineering, showing existing and proposed symbols for storm sewers, manholes, and inlets.

Table of symbols for EROSION CONTROL engineering, showing existing and proposed symbols for erosion control blankets and seeding areas.

Table of symbols for UTILITY engineering, showing existing and proposed symbols for fiber optic lines, TV cables, and electric lines.

Table of symbols for TRAFFIC RELATED engineering, showing existing and proposed symbols for traffic controllers, signal heads, and pedestrian crossings.

Item 31.

Table with columns for REVISIONS, REV. NO., DESCRIPTION, and DATE.

Table with columns for DRAWING LEGEND, SET TYPE (REVIEW), and other drawing details.

Table with columns for JOB NUMBER (23-1735) and SHEET NUMBER (393).

GENERAL NOTES

OWNERS WHEN RELOCATING EXISTING FACILITIES, CONNECTING TO EXISTING FACILITIES AND PLACING NEW SERVICES.

1. ALL WORK SHALL CONFORM TO AND BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE CODES AND ORDINANCES.
2. THE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS (SUDAS), 2024 EDITION PLUS SUPPLEMENTAL SPECIFICATIONS AND SPECIAL PROVISIONS AS PREPARED BY FEHR GRAHAM SHALL BE CONSIDERED A PART OF THESE DOCUMENTS AS IF BOUND HEREIN.
3. THE QUANTITIES INDICATED ON THE PROPOSAL FORM ARE APPROXIMATE ONLY, AND DO NOT CONSTITUTE A WARRANTY OR GUARANTEE BY THE JURISDICTION AS TO THE ACTUAL QUANTITIES INVOLVED IN THE WORK. SUCH QUANTITIES ARE TO BE USED FOR THE PURPOSE OF COMPARISON OF BIDS AND DETERMINING THE AMOUNT OF BID SECURITY, CONTRACT, AND PERFORMANCE, PAYMENT, AND MAINTENANCE BOND. IN THE EVENT OF DISCREPANCIES BETWEEN UNIT PRICES AND UNIT PRICE EXTENSIONS LISTED IN A BIDDER'S PROPOSAL, UNIT PRICES SHALL GOVERN AND UNIT PRICE EXTENSIONS SHALL BE CORRECTED, AS NECESSARY, FOR AGREEMENT WITH UNIT PRICES. THE JURISDICTION EXPRESSLY RESERVES THE RIGHT TO INCREASE OR DECREASE THE QUANTITIES DURING CONSTRUCTION, AND TO MAKE REASONABLE CHANGES IN DESIGN, PROVIDED SUCH CHANGES DO NOT MATERIALLY CHANGE THE INTENT OF THE CONTRACT. THE AMOUNT OF WORK TO BE PAID FOR SHALL BE BASED UPON THE ACTUAL QUANTITIES PERFORMED.
4. CONSTRUCTION SURVEY FOR THIS PROJECT TO BE PROVIDED BY THE CONTRACTOR.
5. THE CONTRACTOR SHALL NOTIFY ALL APPROPRIATE ENGINEERING DEPARTMENTS AND UTILITY COMPANIES PRIOR TO CONSTRUCTION. ALL NECESSARY PRECAUTIONS SHALL BE TAKEN TO AVOID DAMAGE TO ANY EXISTING UTILITY. IOWA CODE 480, UNDERGROUND FACILITIES INFORMATION, REQUIRES NOTICE TO IOWA ONE CALL (1-800-292-8989) NOT LESS THAN 48 HOURS BEFORE EXCAVATION, EXCLUDING WEEKENDS AND LEGAL HOLIDAYS.
6. THE LOCATION OF EXISTING UNDERGROUND UTILITIES AND ROCK ELEVATIONS ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES AND ROCK ELEVATIONS BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES AND ROCK ELEVATIONS.
7. THE CONTRACTOR SHALL VISIT THE SITE AND INSPECT THE PROJECT AREA AND BECOME THOROUGHLY FAMILIAR WITH THE ACTUAL JOB CONDITIONS PRIOR TO BIDDING AND THE START OF ANY WORK. FAILURE TO VISIT THE SITE SHALL NOT RELIEVE THE CONTRACTOR FROM PERFORMING THE WORK IN ACCORDANCE WITH THESE DRAWINGS.
8. THE CONTRACTOR SHALL VERIFY AT THE SITE, ALL DIMENSIONS AND CONDITIONS SHOWN ON THE DRAWINGS, AND SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES, OMISSIONS, AND/OR CONFLICT PRIOR TO PROCEEDING WITH THE WORK.
9. THE CONTRACTOR SHALL NOT SCALE DRAWINGS. DIMENSIONS SHALL GOVERN. LARGE SCALE DRAWINGS SHALL GOVERN OVER SMALL SCALE DRAWINGS. NOTES AND DETAILS ON THE DRAWINGS SHALL APPLY TO ALL SIMILAR CONDITIONS WHETHER THEY ARE REPEATED OR NOT.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING FACILITIES OUTSIDE THE CONSTRUCTION LIMITS RESULTING FROM NEGLIGENCE.
11. CONTRACTOR SHALL PROTECT EXISTING FACILITIES, BUILDINGS, AND OTHER APPURTENANCES NOT TO BE REMOVED FROM THE SITE DURING THE CONSTRUCTION ACTIVITIES.
12. CONTRACTOR SHALL CONFINE HIS WORK TO THE CONSTRUCTION LIMITS AND EASEMENTS. IF THE CONTRACTOR OBTAINS ADDITIONAL EASEMENT FOR THE STORAGE OF EQUIPMENT AND MATERIALS, COPIES OF THE AGREEMENTS WITH THE PROPERTY OWNERS SHALL BE PROVIDED TO THE OWNER.
13. CONTRACTOR SHALL SUBMIT A DETAILED CONSTRUCTION SCHEDULE AND STAGING PLAN A MINIMUM OF TWO (2) DAYS PRIOR TO THE PRECONSTRUCTION MEETING.
14. CONTRACTOR SHALL BE RESPONSIBLE TO MAINTAIN ACCESS TO INDIVIDUAL PROPERTIES DURING CONSTRUCTION WHENEVER PRACTICAL. CONTRACTOR SHALL NOTIFY RESIDENTS OF ACCESS RESTRICTIONS MINIMUM OF 24 HOURS PRIOR TO REMOVAL OF EXISTING ACCESS.
15. CONTRACTOR SHALL SUBMIT FOR ACCEPTANCE WORK PLANS AND SCHEDULES FOR ACCOMPLISHMENT OF TEMPORARY AND PERMANENT EROSION CONTROL PRIOR TO THE START OF CONSTRUCTION.
16. CONTRACTOR SHALL COORDINATE TEMPORARY DISRUPTION OF UTILITY SERVICES WITH THE CITY OF CEDAR FALLS, AFFECTED UTILITY COMPANIES AND/OR AFFECTED PROPERTY



ILLINOIS
IOWA
WISCONSIN

OWNER/DEVELOPER:
CEDAR FALLS BIBLE CONFERENCE
BUILDING ADDITION
439 N. DIVISION ST.
CEDAR FALLS, IOWA 50613

PROJECT AND LOCATION:
RIVERVIEW MINISTRIES BUILDING
ADDITION
CEDAR FALLS, IOWA

DRAWN BY: SE
APPROVED BY: JB
DATE: OCTOBER 2024
SCALE: AS NOTED

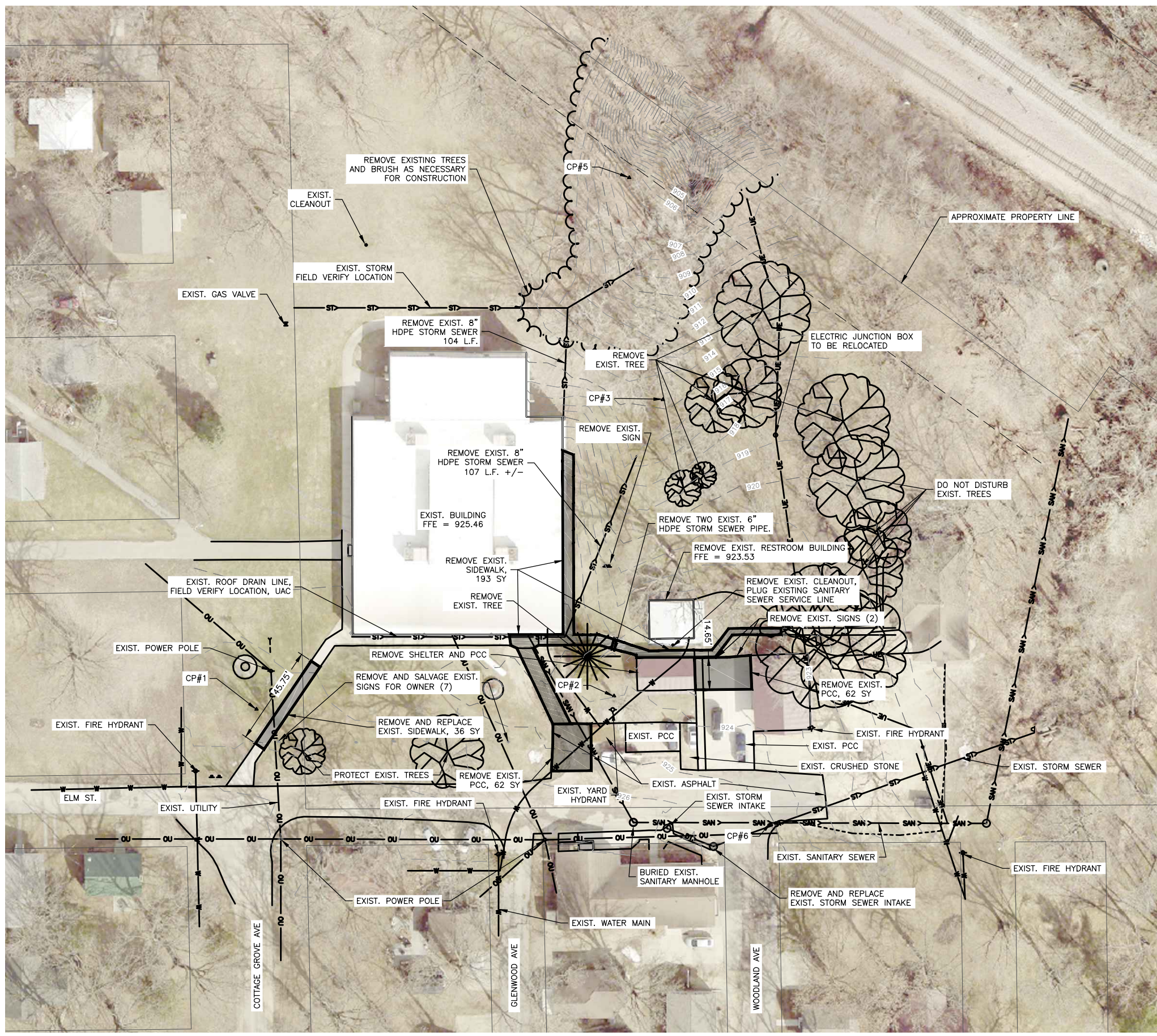
REVISIONS		
REV. NO.	DESCRIPTION	DATE

DRAWING:
GENERAL NOTES

SET TYPE: REVIEW
\\MANCHESTER\Drawings\C30\23\23-1735\Plans\23-1735 Plans.dwg, GEN. NOTES

JOB NUMBER:
23-1735

Sheet
394



CONTROL POINTS

CP#1 - N4RB
ELEVATION: 926.40 NORTHING: 3662688.08 EASTING: 5201304.07

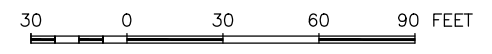
CP#2 - N4RB
ELEVATION: 923.90 NORTHING: 3662695.37 EASTING: 5201501.23

CP#3 - N4RB
ELEVATION: 914.36 NORTHING: 3662858.79 EASTING: 5201528.15

CP#4 - N4RB
ELEVATION: 921.13 NORTHING: 3662769.84 EASTING: 5201608.91

CP#5 - TBIM
ELEVATION: 906.61 NORTHING: 3662981.18 EASTING: 5201509.61

CP#6 - MAG NAIL
ELEVATION: 925.18 NORTHING: 3662624.65 EASTING: 5201587.76



FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL

ILLINOIS
IOWA
WISCONSIN

OWNER/DEVELOPER:
CEDAR FALLS BIBLE CONFERENCE
BUILDING ADDITION
439 N. DIVISION ST.
CEDAR FALLS, IOWA 50613

PROJECT AND LOCATION:
RIVERVIEW MINISTRIES BUILDING
ADDITION
CEDAR FALLS, IOWA

DRAWN BY: SE
APPROVED BY: JB
DATE: OCTOBER 2024
SCALE: AS NOTED

REVISIONS		
REV. NO.	DESCRIPTION	DATE

DRAWING:
EXISTING CONDITIONS & REMOVAL PLAN

SET TYPE: REVIEW

JOB NUMBER:
23-1735

395

PROJECT
CEDAR FALLS BIBLE CONFERENCE BUILDING EXPANSION

SITE ADDRESS
439 N DIVISION ST,
CEDAR FALLS, IOWA 50613

OWNER
CEDAR FALLS BIBLE CONFERENCE
439 N DIVISION ST,
CEDAR FALLS, IOWA 50613

ARCHITECT
LEVI ARCHITECTURE
1009 TECHNOLOGY PKWY
CEDAR FALLS, IA 50613

ZONING: R-P

LOT SIZE: 174,188 S.F. / 4.0 ACRE

SETBACK REQUIREMENTS
FRONT: 0'
PERIMETER: 35'
SIDE: 0'

BUILDING AND LOT USE

PROPOSED
EVENT HALL
FOOTPRINT: 6,484S.F.

FLOOD PLAIN - N/A

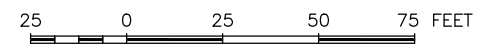
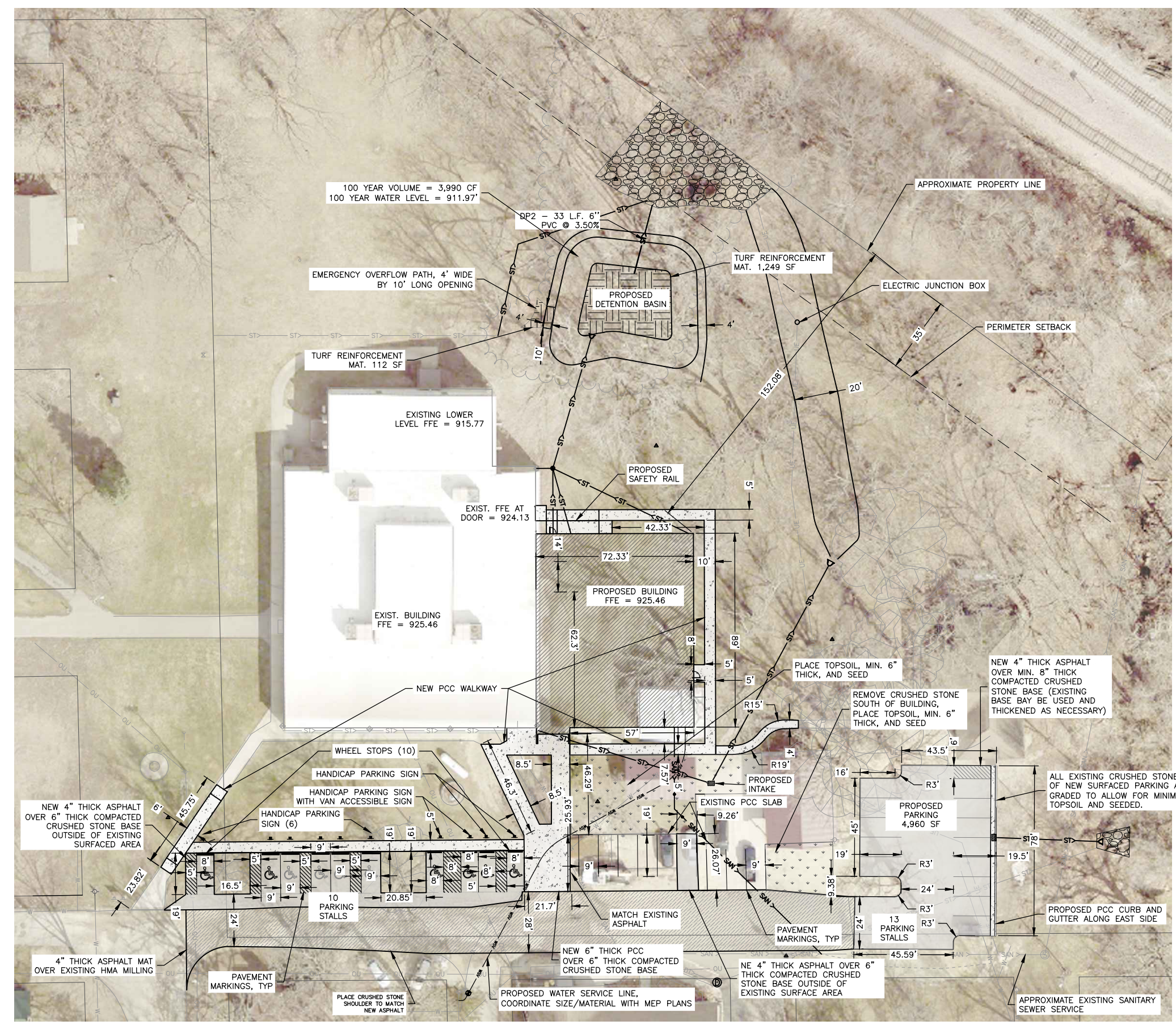
PARKING DATA (PROPOSED)
TOTAL POST-DEVELOPMENT REQUIRED PARKING:
OCCUPANT LOAD = 254
NEW BUILDING ADDITION = 6,484 SF

EVENT CENTER/HALL: 1 SPACES PER 4 OCCUPANTS
PER CITY, 5 SPACE FOR EMPLOYEES ARE NOT REQUIRED

OCCUPANT LOAD: 254 / 4 = 64 SPACES

REQUIRED PARKING: 64 (PER OCCUPANTS)

TOTAL PROVIDED PARKING 76 STALLS
11 EXISTING STALLS
65 NEW STALLS
(66 REGULAR, 10 HANDICAP ACCESSIBLE)



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ENGINEERING & ENVIRONMENTAL

ILLINOIS
IOWA
WISCONSIN

OWNER/DEVELOPER:
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BUILDING ADDITION
439 N. DIVISION ST.
CEDAR FALLS, IOWA 50613

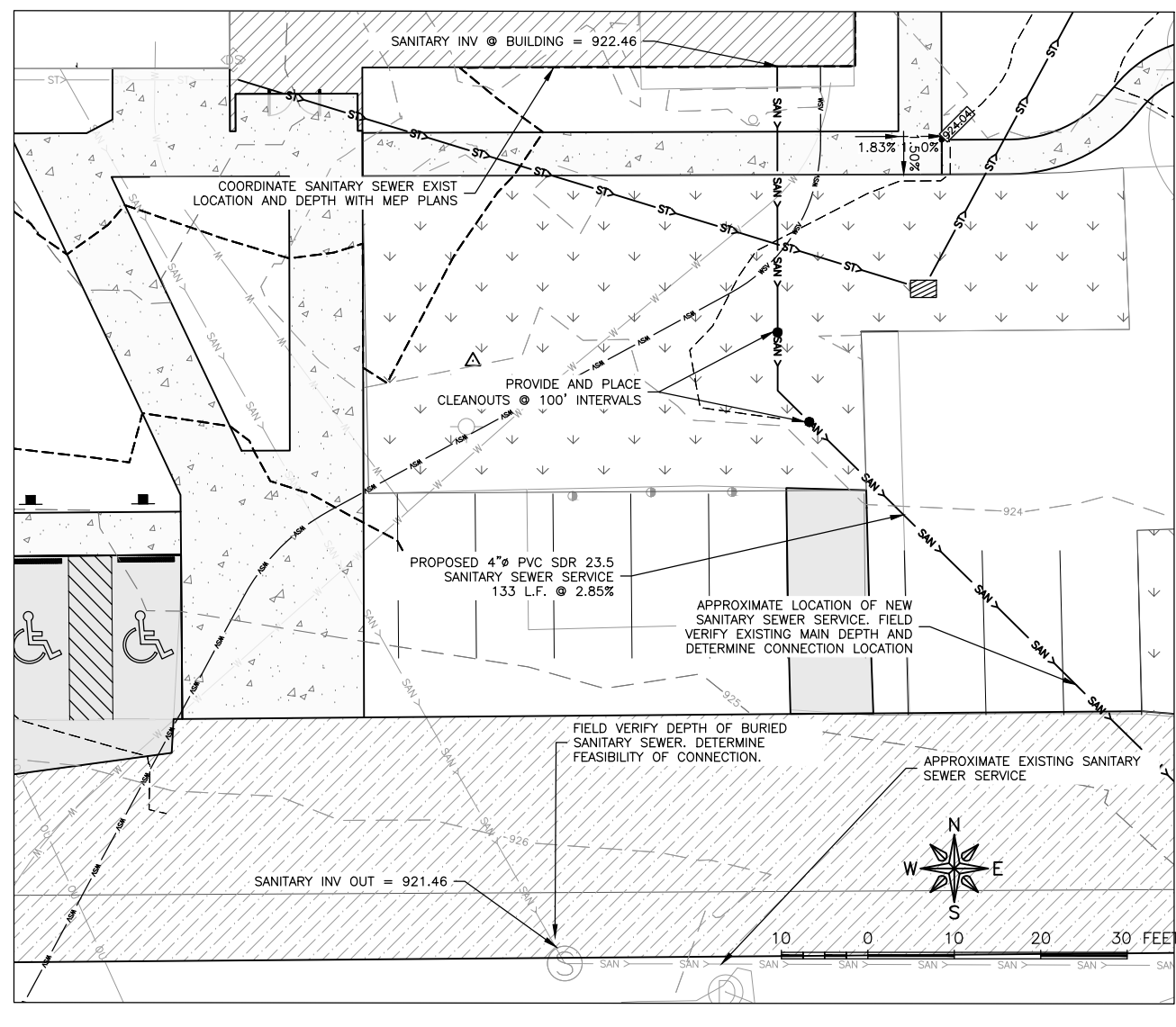
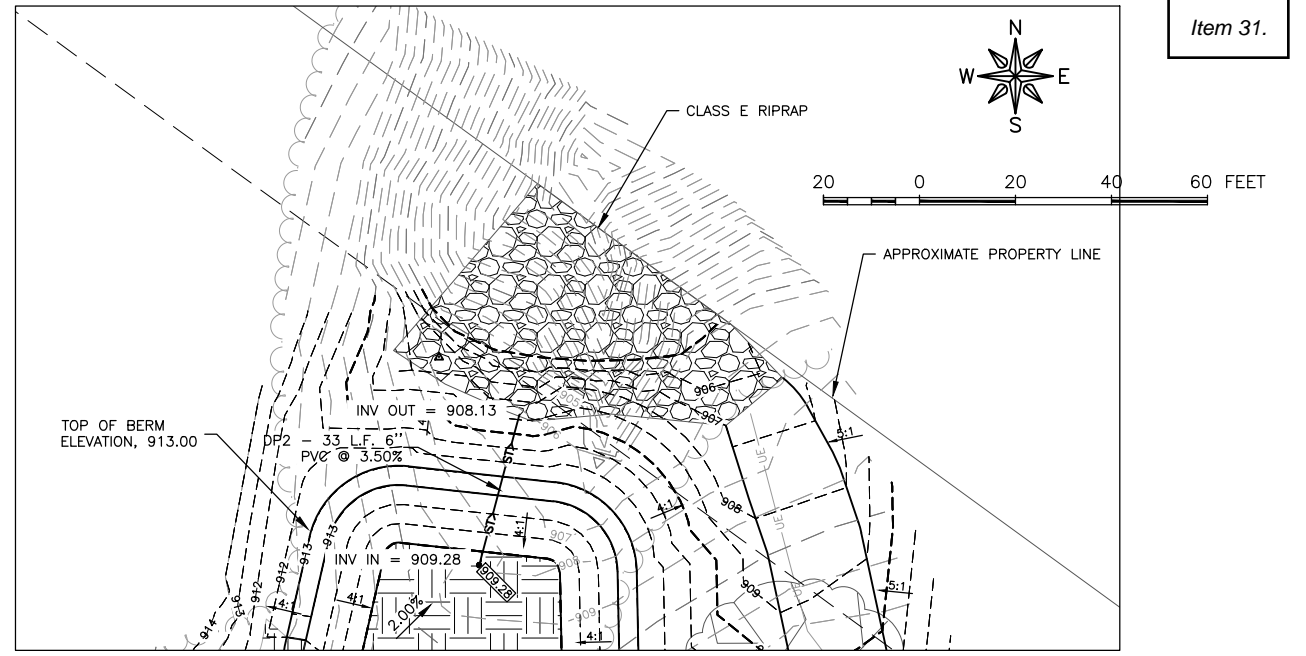
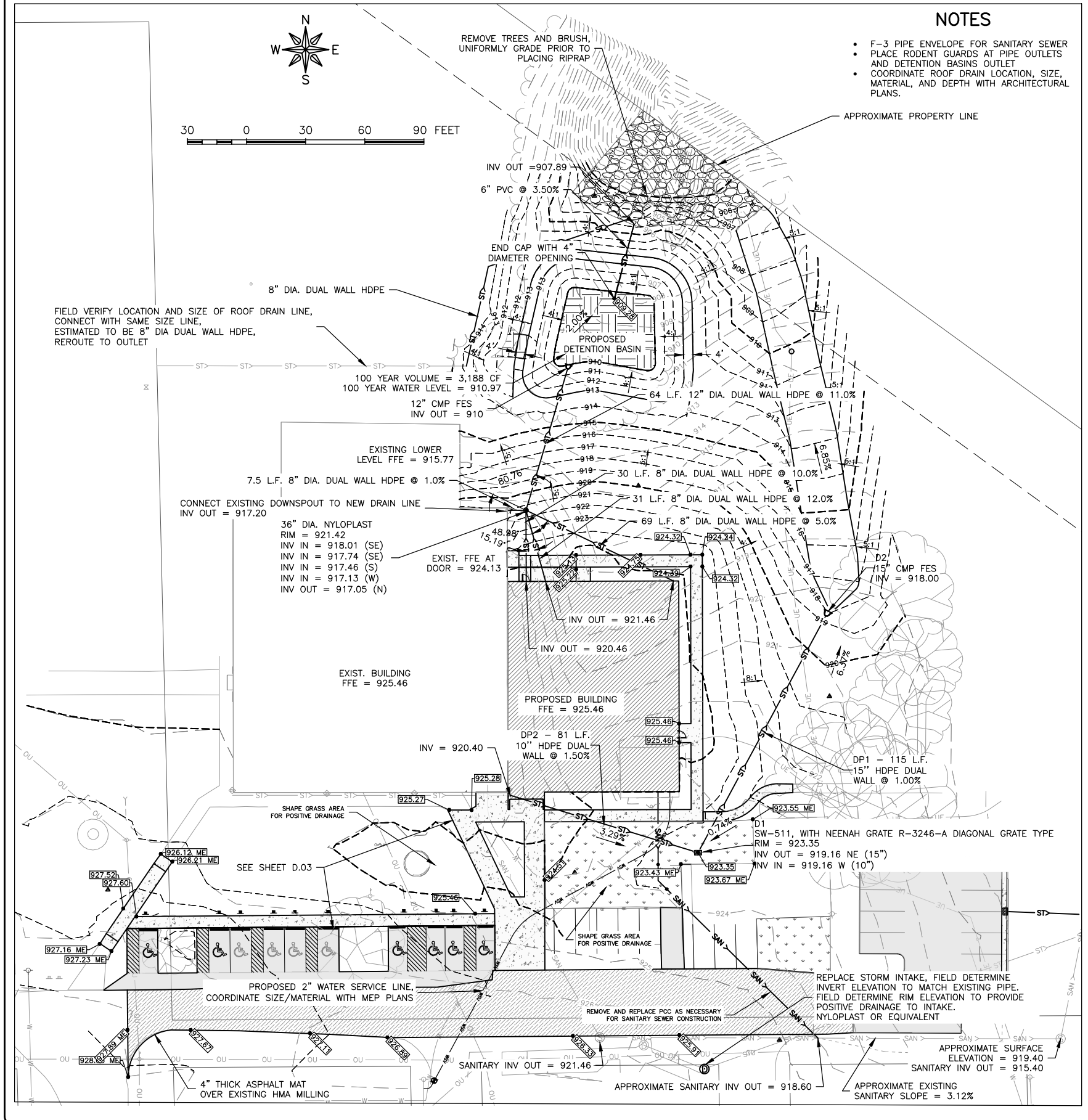
PROJECT AND LOCATION:
RIVERVIEW MINISTRIES BUILDING
ADDITION
CEDAR FALLS, IOWA

DRAWN BY: SE
APPROVED BY: JB
DATE: OCTOBER 2024
SCALE: AS NOTED

REVISIONS		
REV. NO.	DESCRIPTION	DATE

DRAWING:
SITE PLAN
SET TYPE: REVIEW
\\MANCHESTER\Drawings\C30\23\23-1735\Plans\23-1735 Plans.dwg, Site Plan

JOB NUMBER:
23-1735
SHEET:
396



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ENGINEERING & ENVIRONMENTAL

ILLINOIS
IOWA
WISCONSIN

OWNER/DEVELOPER:
CEDAR FALLS BIBLE CONFERENCE
BUILDING ADDITION
439 N. DIVISION ST.
CEDAR FALLS, IOWA 50613

PROJECT AND LOCATION:
RIVERVIEW MINISTRIES BUILDING
ADDITION
CEDAR FALLS, IOWA

DRAWN BY: SE
APPROVED BY: JB
DATE: OCTOBER 2024
SCALE: AS NOTED

REVISIONS		
REV. NO.	DESCRIPTION	DATE

DRAWING:
GRADING & UTILITY PLANS

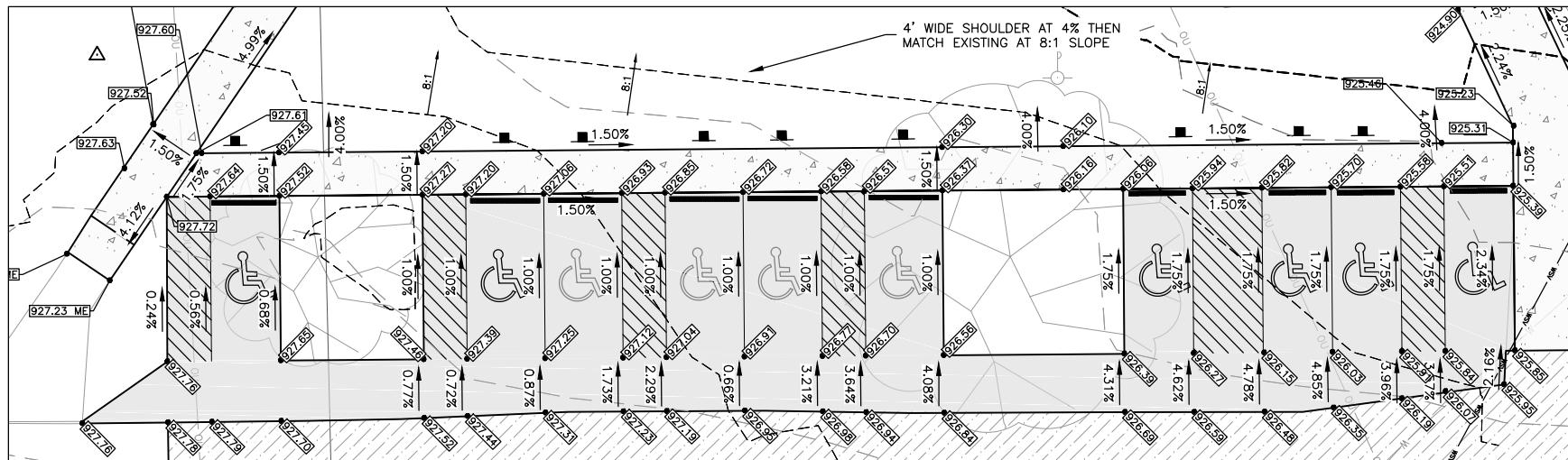
SET TYPE: REVIEW

MANCHESTER Drawings (C30) 23-1735 Plans 23-1735 Plans.dwg, Grading Plan & Utility

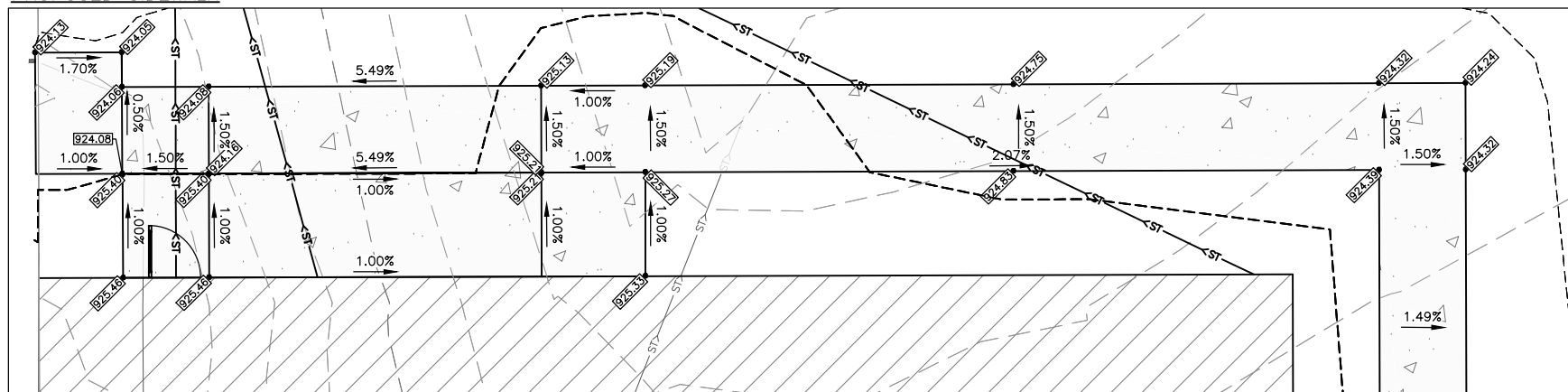
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23-1735

Sheet: 397

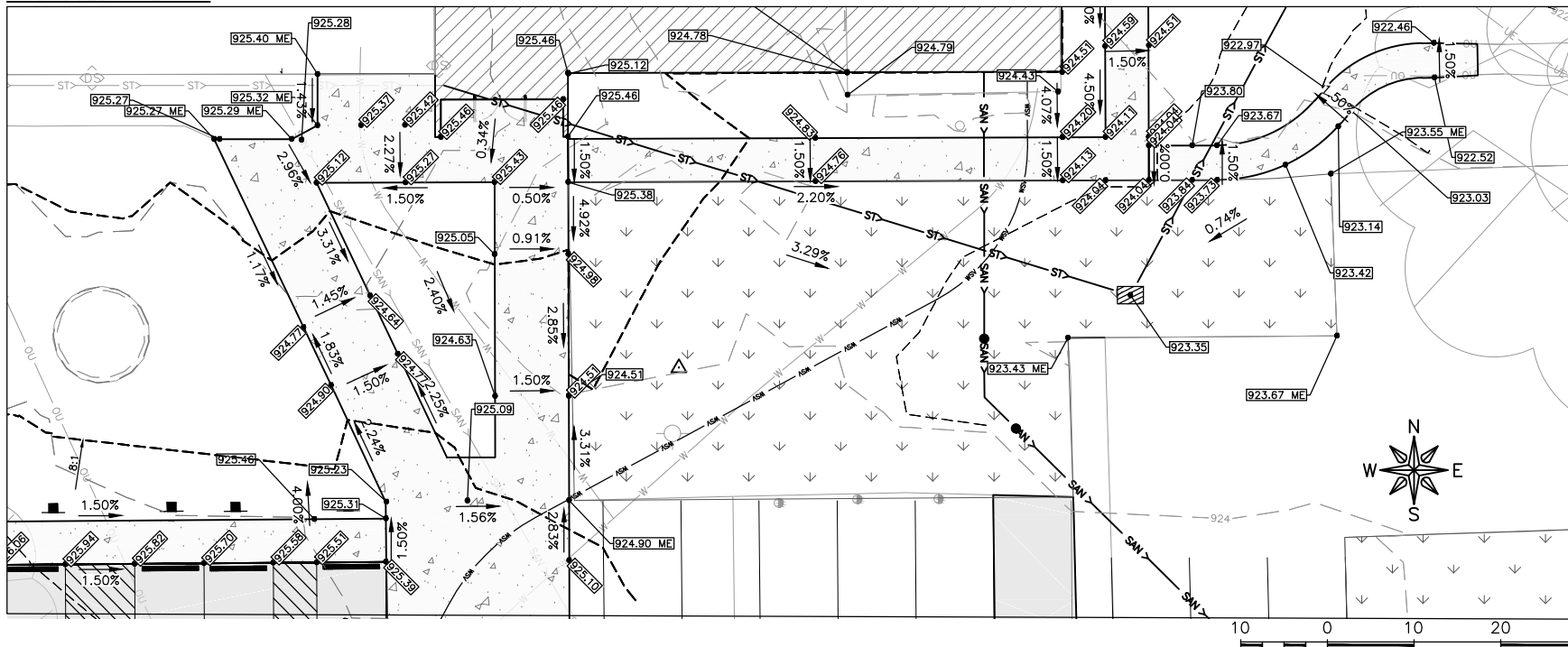
ADA COMPLIANT PARKING



PROPOSED SIDEWALK

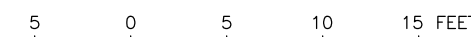
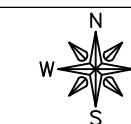
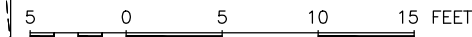
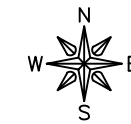
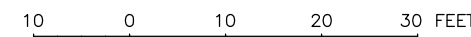
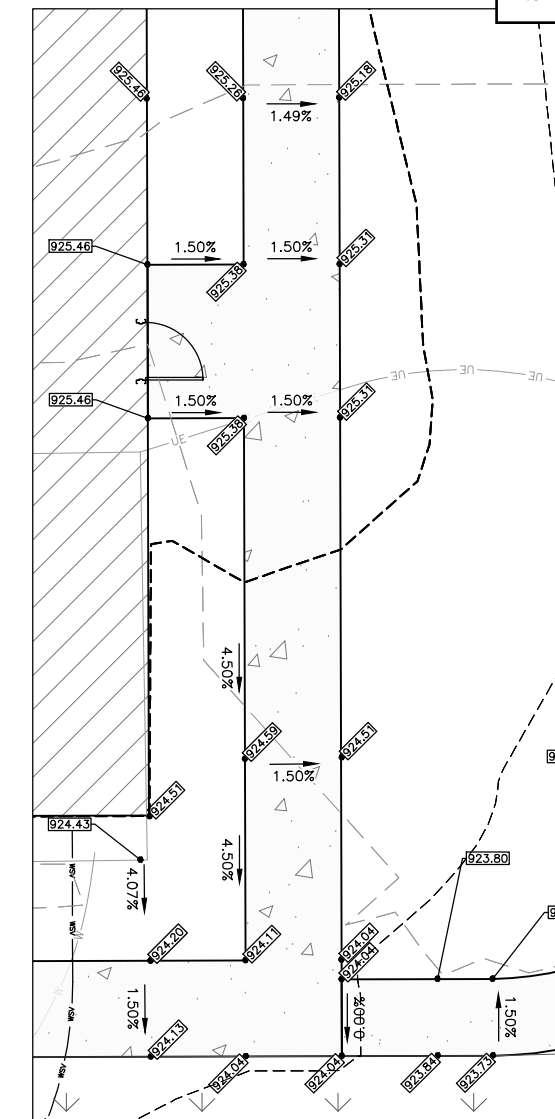


PROPOSED WALKWAY

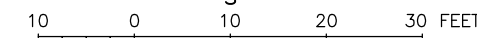
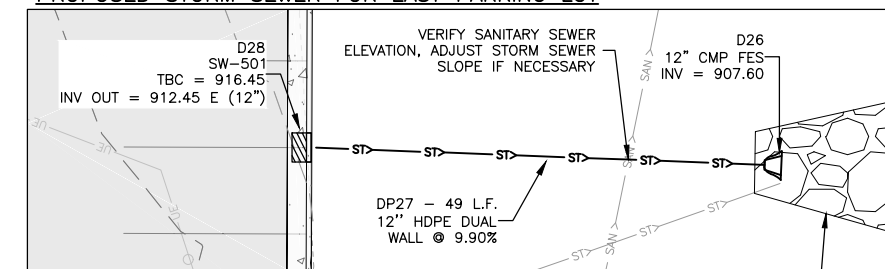


PROPOSED SIDEWALK & RAMP

Item 31.



PROPOSED STORM SEWER FOR EAST PARKING LOT



SHAPE OUTLET AREA FOR DRAINAGE, PLACE 10 TONS OF CLASS E RIPRAP OVER ENGINEERING FABRIC AT OUTLET OF EXISTING AND PROPOSED PIPES

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ENGINEERING & ENVIRONMENTAL

ILLINOIS
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WISCONSIN

OWNER/DEVELOPER:
CEDAR FALLS BIBLE CONFERENCE
BUILDING ADDITION
439 N. DIVISION ST.
CEDAR FALLS, IOWA 50613

PROJECT AND LOCATION:
RIVERVIEW MINISTRIES BUILDING
ADDITION
CEDAR FALLS, IOWA

DRAWN BY: SE
APPROVED BY: JB
DATE: OCTOBER 2024
SCALE: AS NOTED

REVISIONS		
REV. NO.	DESCRIPTION	DATE

DRAWING:
GRADING & UTILITY PLANS

SET TYPE: REVIEW








JOB NUMBER:
23-1735

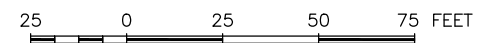
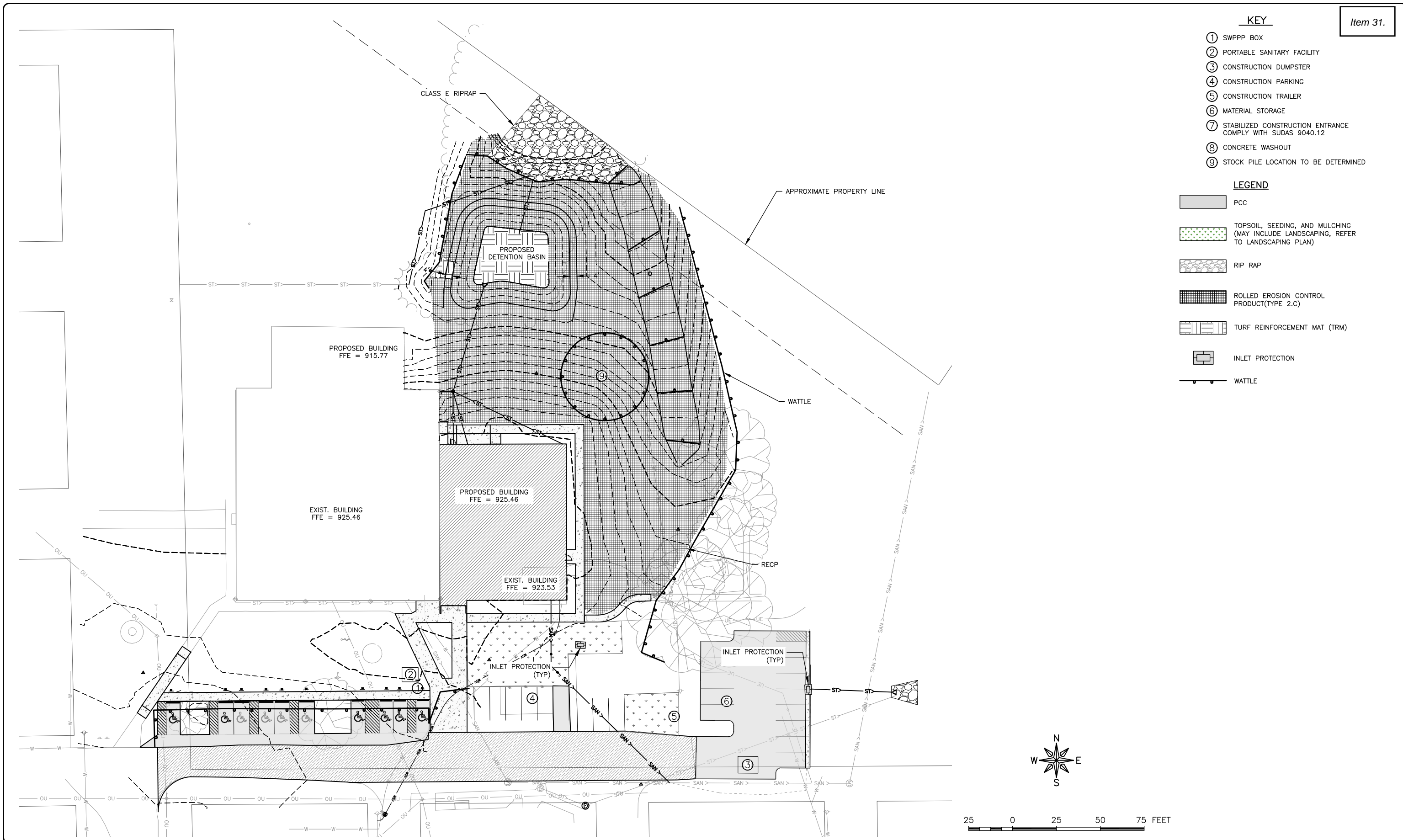
398

KEY

- ① SWPPP BOX
- ② PORTABLE SANITARY FACILITY
- ③ CONSTRUCTION DUMPSTER
- ④ CONSTRUCTION PARKING
- ⑤ CONSTRUCTION TRAILER
- ⑥ MATERIAL STORAGE
- ⑦ STABILIZED CONSTRUCTION ENTRANCE
COMPLY WITH SUDAS 9040.12
- ⑧ CONCRETE WASHOUT
- ⑨ STOCK PILE LOCATION TO BE DETERMINED

LEGEND

-  PCC
-  TOPSOIL, SEEDING, AND MULCHING
(MAY INCLUDE LANDSCAPING, REFER TO LANDSCAPING PLAN)
-  RIP RAP
-  ROLLED EROSION CONTROL
PRODUCT (TYPE 2.C)
-  TURF REINFORCEMENT MAT (TRM)
-  INLET PROTECTION
-  WATTLE



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CEDAR FALLS, IOWA 50613

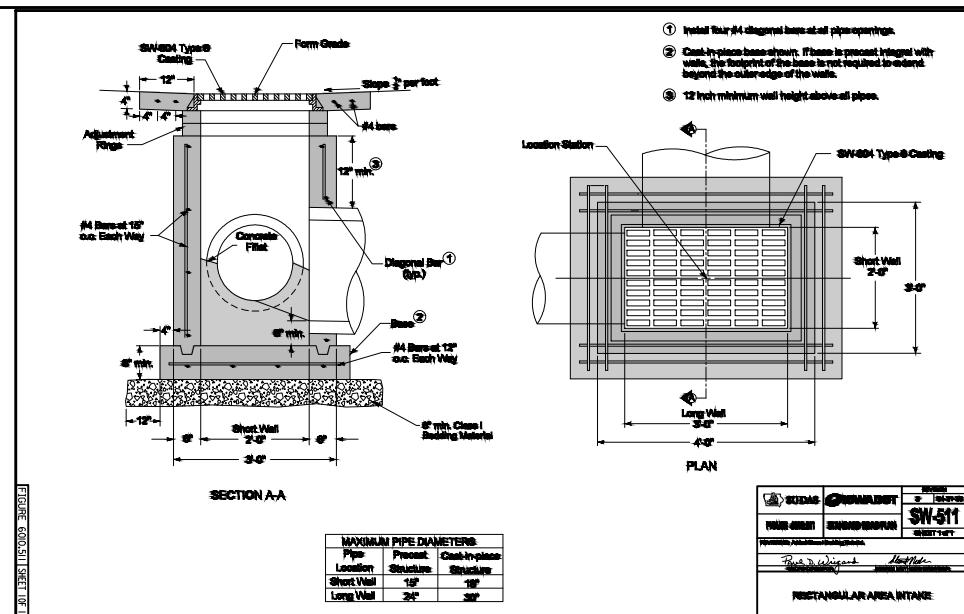
PROJECT AND LOCATION:
RIVERVIEW MINISTRIES BUILDING
ADDITION
CEDAR FALLS, IOWA

DRAWN BY: SE
APPROVED BY: JB
DATE: OCTOBER 2024
SCALE: AS NOTED

REVISIONS		
REV. NO.	DESCRIPTION	DATE

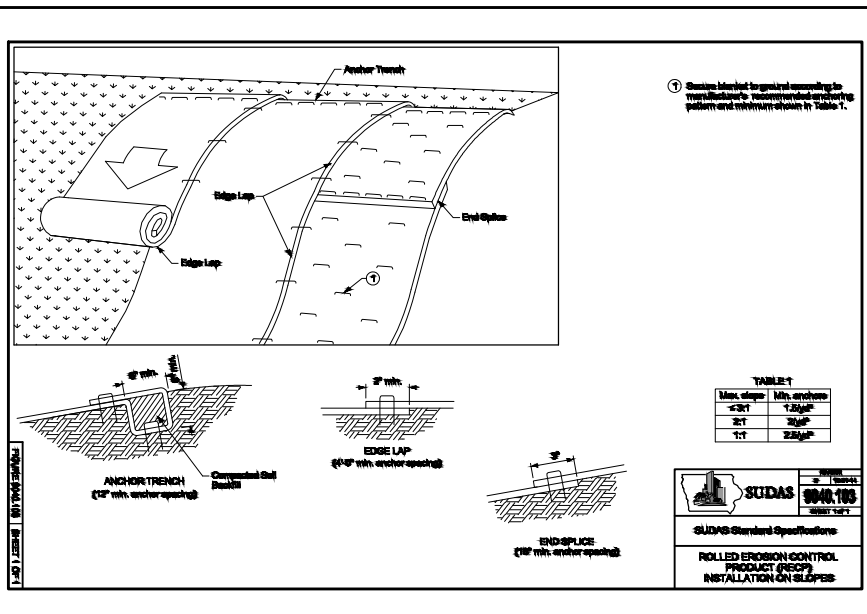
DRAWING:
SWPPP
SET TYPE: REVIEW
\\MANCHESTER\Drawings\C30\23-1735\Plans\23-1735 Plans.dwg, SWPPP

JOB NUMBER:
23-1735
SHEET:
399

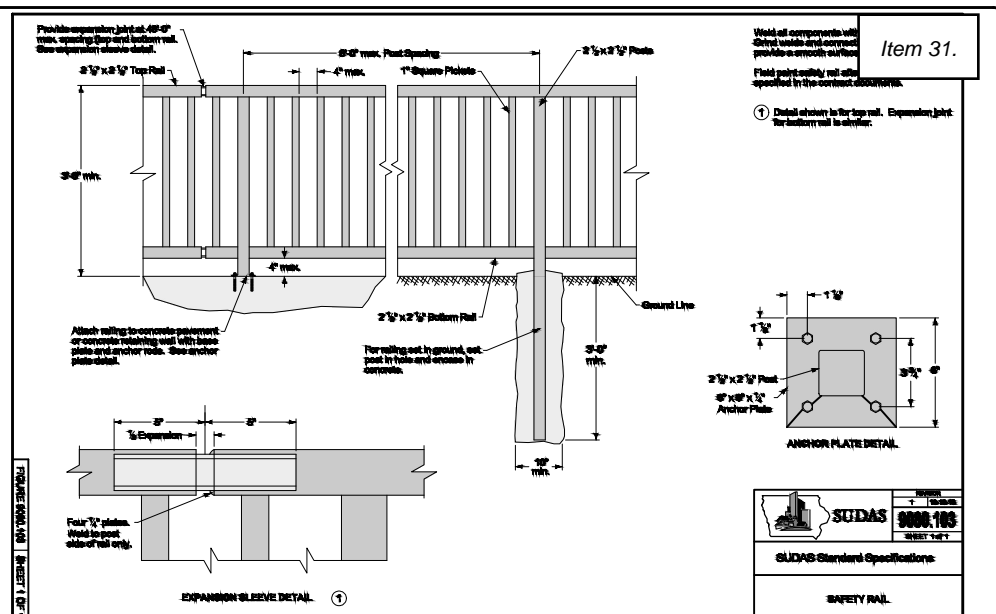


MAXIMUM PIPE DIAMETERS	PIPE LOCATION	CONCRETE THICKNESS	CONCRETE STRENGTH
48"	12"	12"	3000
36"	12"	12"	3000
24"	12"	12"	3000

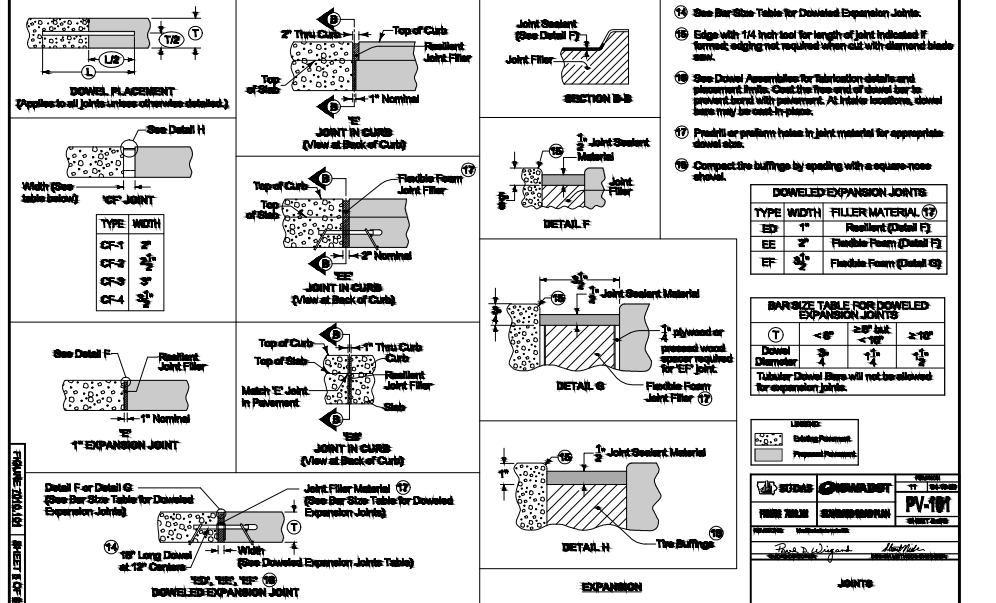
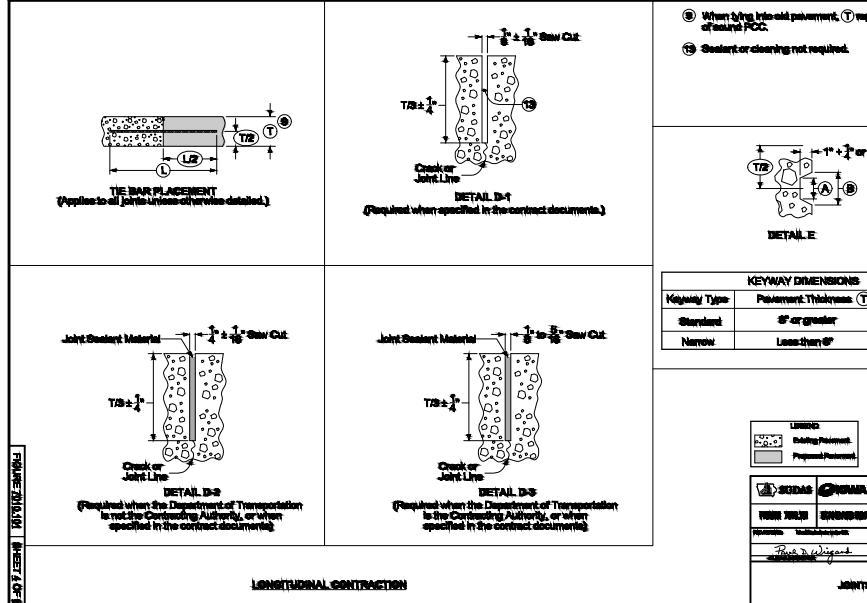
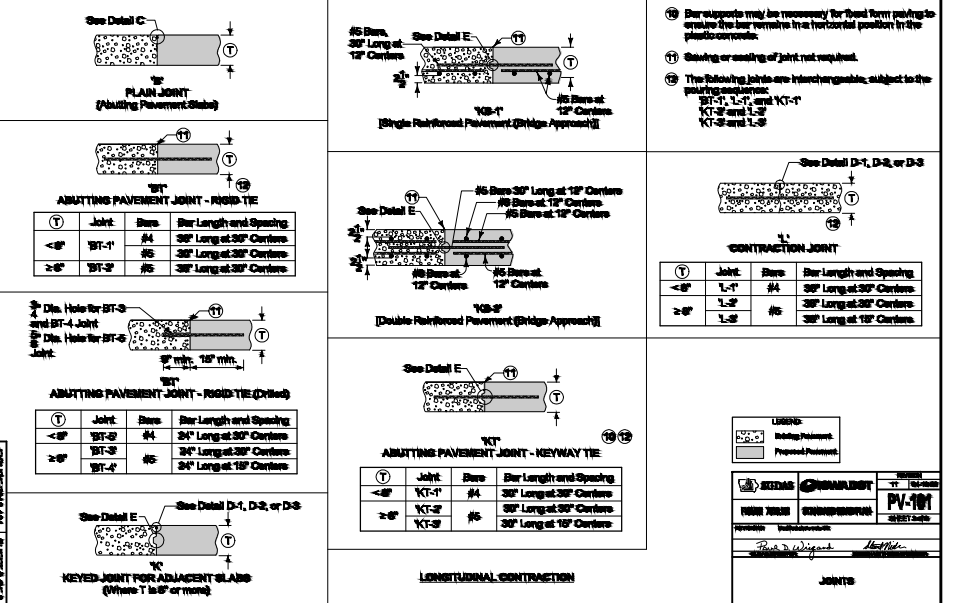
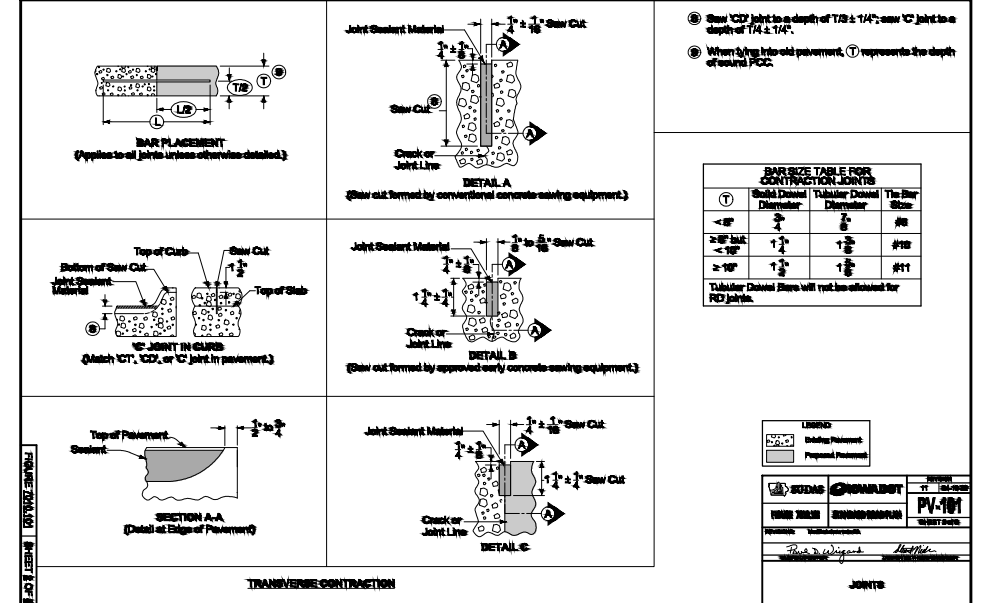
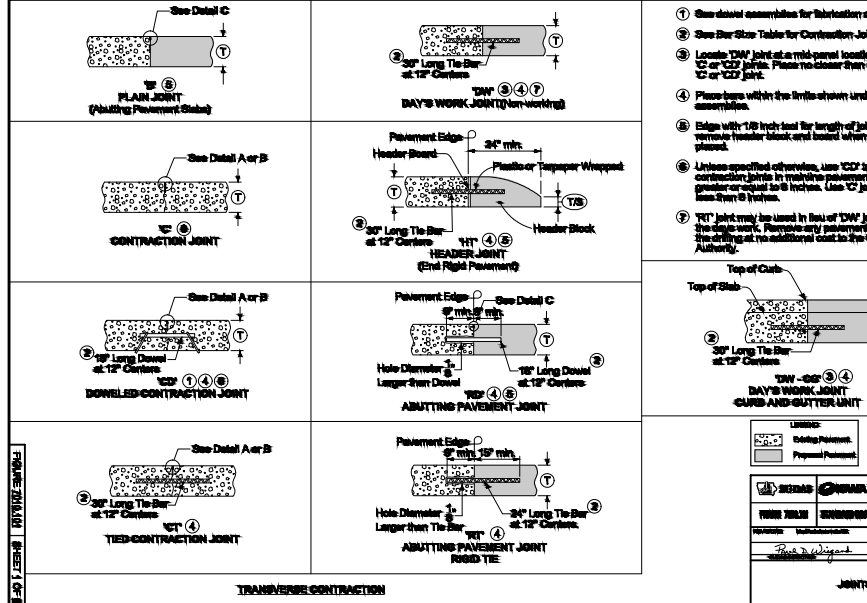
SDAS	CONCRETE	ITEM NO.	SW-511
REVISED	CONCRETE	DATE	10/2024
DESIGNED BY	SDAS	CHECKED BY	SDAS
DATE	10/2024	DATE	10/2024
RECTANGULAR MANHOLE			



SDAS	CONCRETE	ITEM NO.	99-103
REVISED	CONCRETE	DATE	10/2024
DESIGNED BY	SDAS	CHECKED BY	SDAS
DATE	10/2024	DATE	10/2024
ROLLED EROSION CONTROL PRODUCT (RCP) INSTALLATION ON SLOPES			



SDAS	CONCRETE	ITEM NO.	99-103
REVISED	CONCRETE	DATE	10/2024
DESIGNED BY	SDAS	CHECKED BY	SDAS
DATE	10/2024	DATE	10/2024
EXPANSION SLEEVE AND ANCHOR PLATE			



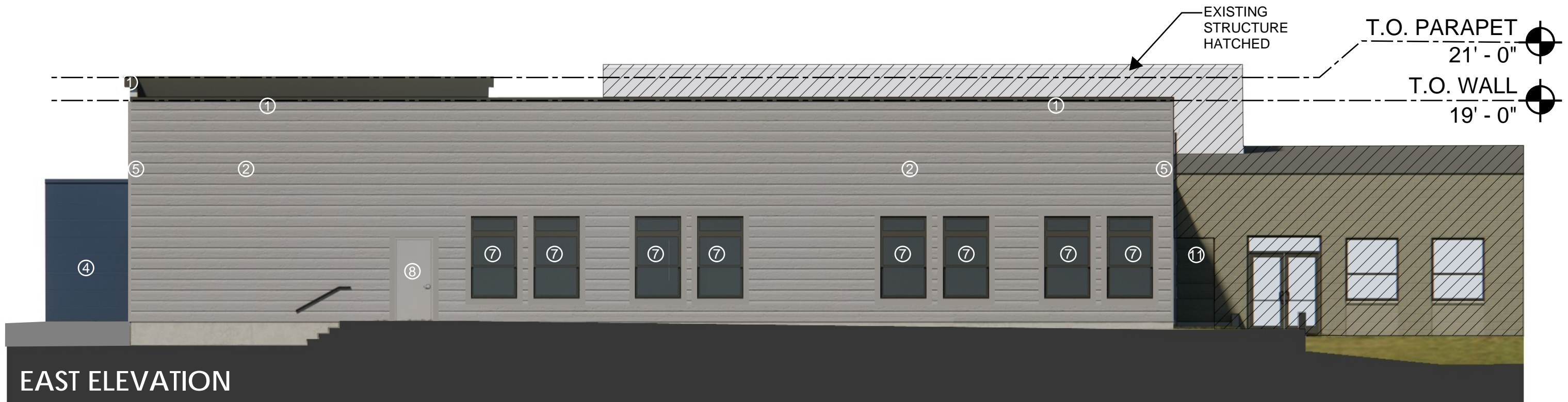




RIVERVIEW MINISTRIES
Event Center Addition | Cedar Falls, IA



- ① PREFIN. SHT. MTL. COPING - DARK BRONZE
- ② LP SMARTSIDE LAP SIDING - PELICAN BY DIAMOND KOTE
- ③ LP SMARTSIDE BOARD & BATTEN & TRIM - LIGHT GRAY BY DIAMOND KOTE
- ④ ACM PANELS & ACM COPING - COLOR TBD
- ⑤ LP SMARTSIDE TRIM - PELICAN BY DIAMOND KOTE
- ⑥ ALUM. STOREFRONT FRAMING - DARK BRONZE W/ TRIM
- ⑦ VINYL CASEMENT WINDOWS - DARK BRONZE W/ TRIM
- ⑧ INSUL. GALV. H.M. DOOR- PAINT TO MATCH PELICAN BY DIAMOND KOTE W/ TRIM
- ⑨ PREFIN. SHT. MTL. GUTTER - DARK BRONZE
- ⑩ PREFIN. SHT. MTL. DOWNSPOUTS - MATCH PELICAN BY DIAMOND KOTE

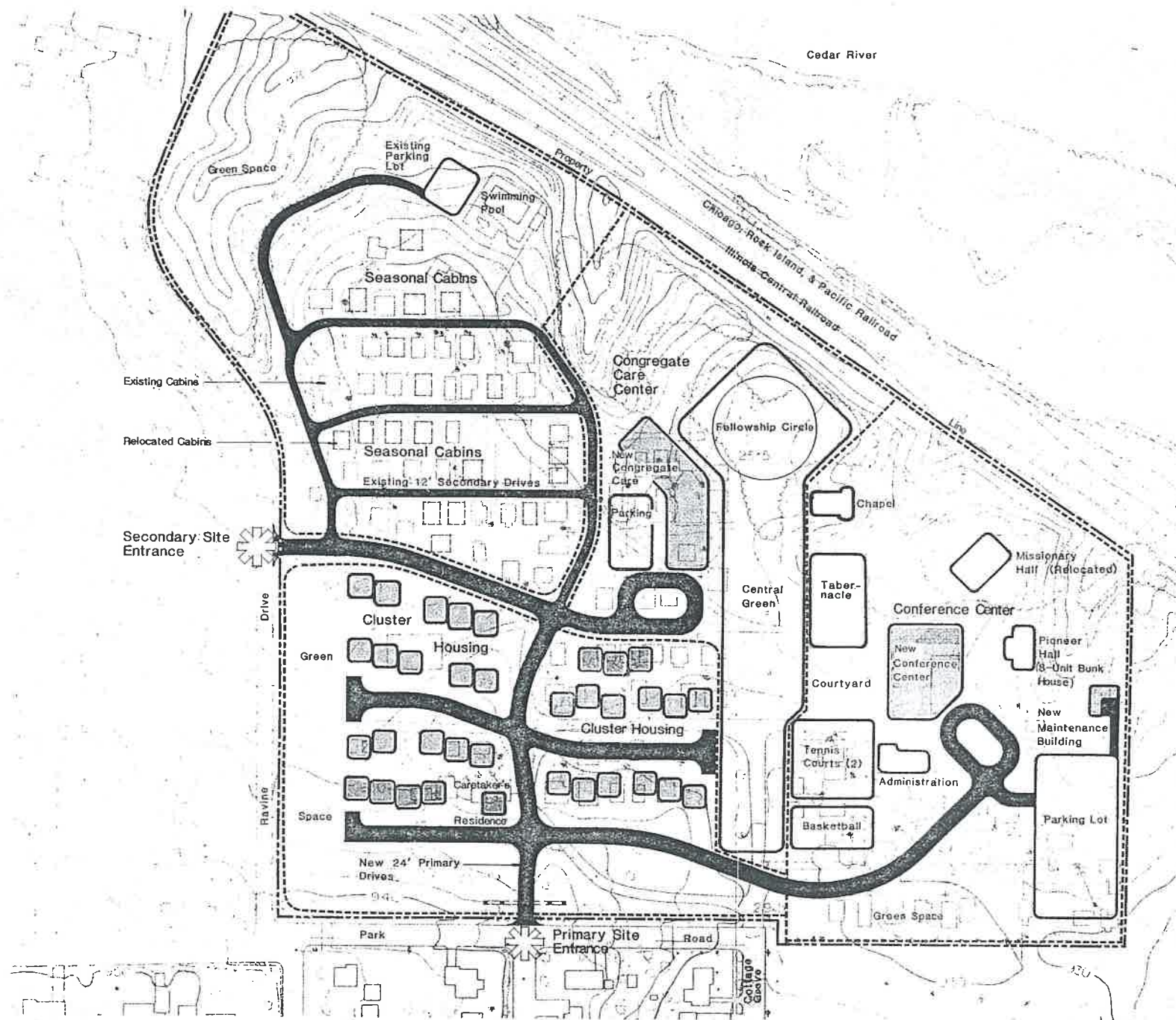


- ① PREFIN. SHT. MTL. COPING - DARK BRONZE
- ② LP SMARTSIDE LAP SIDING - PELICAN BY DIAMOND KOTE
- ③ LP SMARTSIDE BOARD & BATTEN & TRIM - LIGHT GRAY BY DIAMOND KOTE
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- ⑤ LP SMARTSIDE TRIM - PELICAN BY DIAMOND KOTE
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- ⑧ INSUL. GALV. H.M. DOOR- PAINT TO MATCH PELICAN BY DIAMOND KOTE W/ TRIM
- ⑨ PREFIN. SHT. MTL. GUTTER - DARK BRONZE
- ⑩ PREFIN. SHT. MTL. DOWNSPOUTS - MATCH PELICAN BY DIAMOND KOTE
- ⑪ CMU INFILL TO MATCH EXIST.



NORTH ELEVATION

- ① PREFIN. SHT. MTL. COPING - DARK BRONZE
- ② LP SMARTSIDE LAP SIDING - PELICAN BY DIAMOND KOTE
- ③ LP SMARTSIDE BOARD & BATTEN & TRIM - LIGHT GRAY BY DIAMOND KOTE
- ④ ACM PANELS & ACM COPING - COLOR TBD
- ⑤ LP SMARTSIDE TRIM - PELICAN BY DIAMOND KOTE
- ⑥ ALUM. STOREFRONT FRAMING - DARK BRONZE W/ TRIM
- ⑦ VINYL CASEMENT WINDOWS - DARK BRONZE W/ TRIM
- ⑧ INSUL. GALV. H.M. DOOR- PAINT TO MATCH PELICAN BY DIAMOND KOTE W/ TRIM
- ⑨ PREFIN. SHT. MTL. GUTTER - DARK BRONZE
- ⑩ PREFIN. SHT. MTL. DOWNSPOUTS - MATCH PELICAN BY DIAMOND KOTE



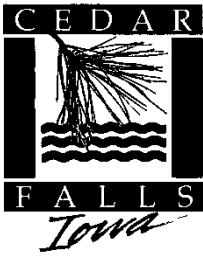
Long Range Development Plan

1. Government Section Number: Section 2, of R14W, T 89N
2. Total Gross Acreage: 26.97 Acres
3. Existing Zoning: R-2
4. Requested Zoning: R-P (Planned Resident District)
5. Maximum Over-all Density: 312 Units
6. Density of Individual Tracts:

a. Cluster Housing:	35 Units, 6.4 Acres	= 5.5 Units/Acre
b. Seasonal Cabins:	50 Units, 8.0 Acres	= 6.3 Units/Acre
c. Congregate Care:	40 Units, 5.1 Acres	= 7.8 Units/Acre
d. Conference Center:	48 Units, 7.5 Acres	= 6.4 Units/Acre
Total	173 Units, 26.97 Acres	= 6.4 Units/Acre
7. Minimum Perimeter Building Setback: 35'
8. Easements: No Existing On-site Easements

Note: Cabins outside the Seasonal Cabin Zone will be moved into the Seasonal Cabin Zone or removed from the site.





DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor Daniel Laudick and City Council
FROM: Chris Sevy, AICP, Planner II
Ben Claypool, PE, Engineer
DATE: October 21, 2024
SUBJECT: Minor R-P Site Plan Amendment – Creekside Condos

REQUEST: To amend design of southeast-facing retaining wall on Creekside Condos site (SP24-013)

PETITIONER: Kyle Larson, General Manager at LGC

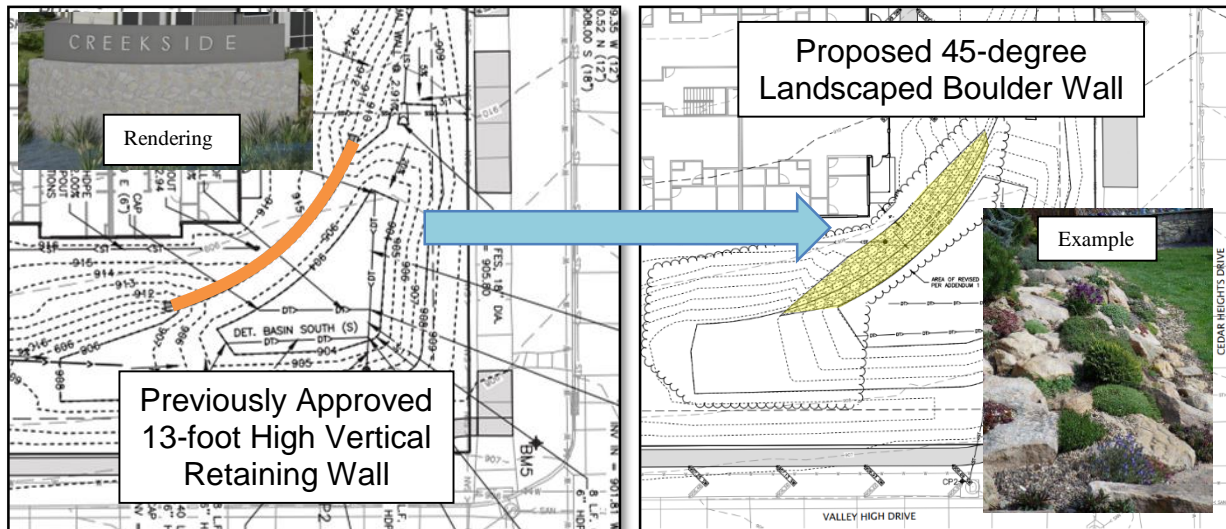
LOCATION: Northwest corner of Cedar Heights and Valley High Drive

PROPOSAL

The developer of the Creekside Condos development has requested a minor amendment to their site plan which originally featured a 13-foot-high southeast-facing vertical retaining wall that bordered their stormwater detention area and presented to the intersection at Cedar Heights and Valley High Drives. In lieu of a vertical retaining wall, the developer proposes to feature more of a creek-bank look using boulders, river-rock, and landscaping on a 1:1 slope (45-degree angle).

Per the R-P Planned Residence District standards, minor changes require City Council approval but do not require review by the Planning and Zoning Commission.





BACKGROUND

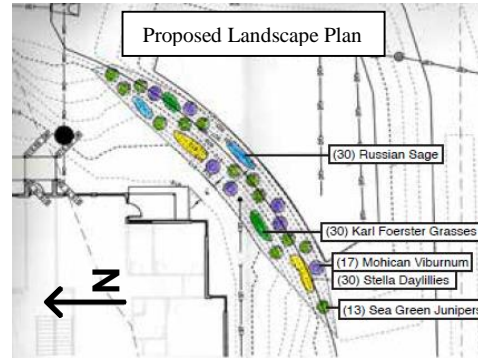
The original site plan for Creekside Condos was approved by Council in Fall 2021. Due to several challenges, site work was delayed until the building season of 2023 and the first phase is now nearly finished. At present the developer is looking to get occupancy of their first building before the coming winter season which will require several site elements to be completed, including the stormwater basin of which the original and/or proposed wall is an essential element.

The developer brought this request to the City primarily due to safety and aesthetic concerns. Given the height of the originally approved wall, a guardrail is required for safety according to the Building Code. The developer also desires to have a more natural look to the development with landscape boulder wall. This will be more consistent with the design of the stormwater management area along Cedar Heights Drive, which features a creek-bed aesthetic.

ANALYSIS

The original block retaining wall is a well-studied system and was originally covered by the site plan civil engineer's seal. Staff requested the same assurance for the applicant's proposal. The proposed site plan for the landscaped boulder wall has the seal and signature of a licensed engineer which warrants the design to meet capacity and functionality requirements of both the stormwater basin and the boulder wall. This includes measures taken to prevent erosion and/or degradation of the wall which would otherwise affect the stormwater capacity of the basin. Staff finds this an acceptable approach.

The applicant has also included a landscape plan of the landscaped boulder wall including species that their landscape architect suggests for the anticipated conditions. The landscaping will be required to be maintained over time by the property owners.



TECHNICAL COMMENTS

Per Engineering Staff, the revised stormwater calculations show the substitution of the boulder wall to be adequate in maintaining the original stormwater functionality of this site.

Notification of this case being on the October 21st Council agenda was sent to owners of neighboring properties on October 11, 2024.

STAFF RECOMMENDATION

City Staff have reviewed the details of this proposed site plan amendment (Case #SP24-013x) and recommend approval of the landscaped boulder wall in lieu of the previously approved vertical retaining wall subject to Engineering requirements.

Attachments: Developer Provided Documents:

- Proposed Site Plan Amendment
- Inspiration summary on proposed revision/correction.
- Original landscaping plan with revision details and affected area highlighted.
- Background on evolution of site plan (for context if needed).

**ADDENDUM NUMBER ONE
TO
PLANS AND SPECIFICATIONS FOR
CREEKSIDE CONDOS
CEDAR FALLS, IOWA
PROJECT NO. 19-972**


A. DELETE RETAINING WALL

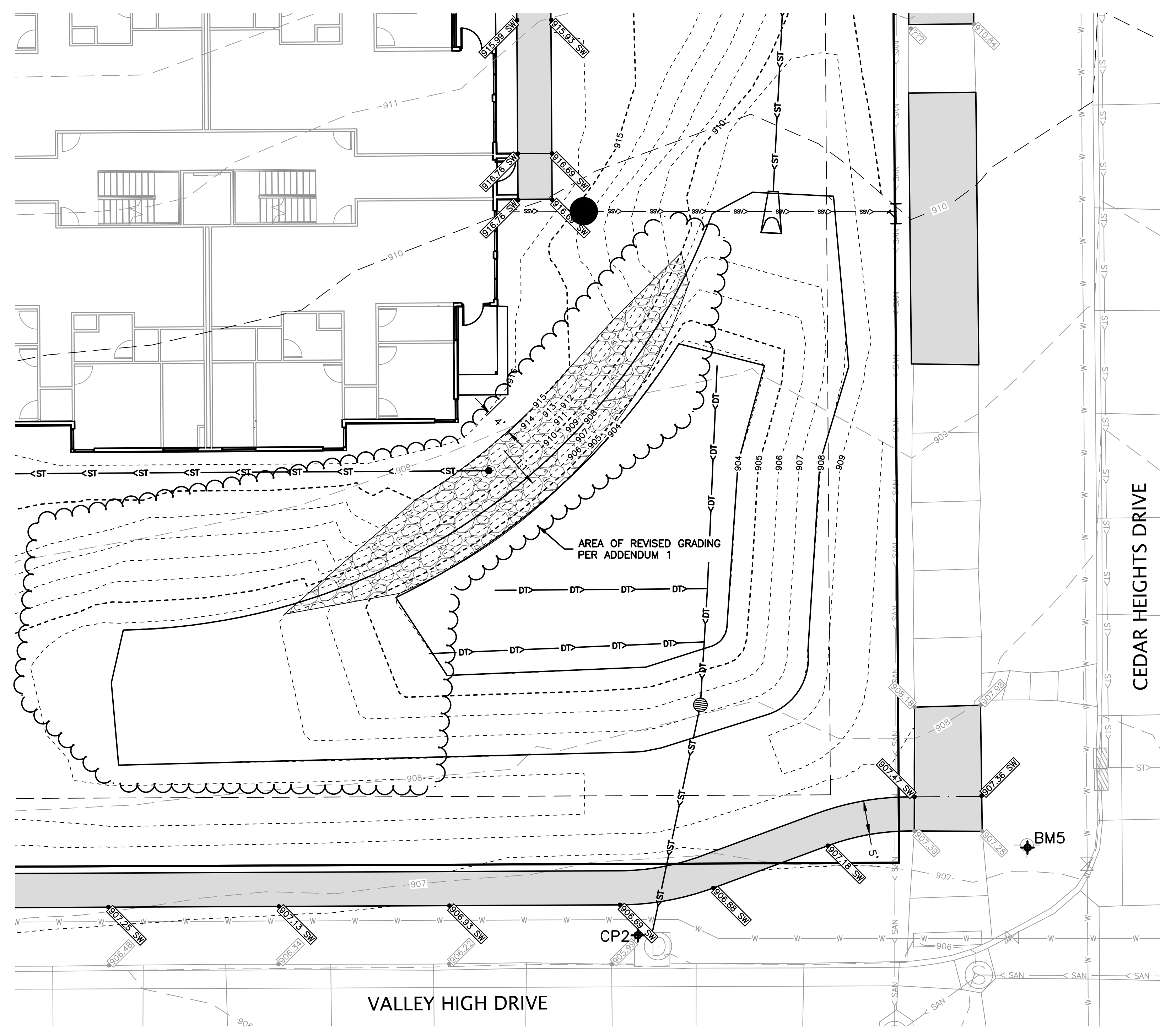
Delete the retaining wall southeast of Building 1 as detailed on original issue Sheet C4.1.

B. REVISE DETENTION BASIN SOUTH (S) GRADING

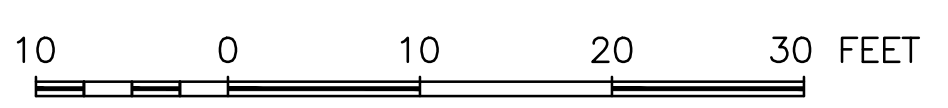
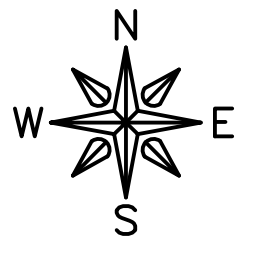
Revise grading on the west and south sides of Detention Basin South (S) for a slope not steeper than 1:1. Slope shall be armored with field stone on engineering fabric. Field stones shall be various sizes ranging from approximately 6" to 24" in size, with smaller stones (2"-3") around landscaping areas integrated into the slope. See revised sheet C4.1 attached.

Attachments: Revised Sheet C4.1

	<p>I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.</p> <p><i>Nathan P. Kass</i></p> <hr/> <p>Nathan P. Kass, PE, PLS License Number 18659 My license renewal date is December 31, 2025. Pages covered by this seal: All Sheets</p> <p>10/8/2024 Date</p>
---	--



- NOTES:
1. GRADE SLOPE NO STEEPER THAN 1:1. ARMOR SLOPES STEEPER THAN 3:1 WITH FIELD STONE ON ENGINEERING FABRIC.
 2. FIELD STONE SHALL GENERALLY BE APPROXIMATELY 6" TO 24" IN SIZE WITH VARIATION. SMALLER STONE (2" TO 3" SIZE) MAY BE USED AROUND PLANTINGS IN THE SLOPE.
 3. SEE LANDSCAPING DETAILS BY OTHERS FOR PLANTING LOCATIONS AND SPECIES.



BENCHMARK INFORMATION	
CP2	= CUT X ON CONCRETE INTAKE TOP NORTH SIDE OF VALLEY HIGH DR., WEST OF CEDAR HEIGHTS DR N-3647407.03, E-5214741.82, ELEV-906.28
BM 5	= X ON HYDRANT BOLT, WEST SIDE OF CEDAR HEIGHTS DR., ±18' NORTH OF VALLEY HIGH DR, N-3647420.27, E-5214798.87, ELEV-909.39

FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL

ILLINOIS
IOWA
WISCONSIN

OWNER/DEVELOPER:
LG COMPANIES, LLC
4104 WEDGEWOOD DRIVE
CEDAR FALLS, IOWA 50613

PROJECT AND LOCATION:
CREEKSIDE LUXURY CONDOS
CEDAR FALLS, IOWA

DRAWN BY: AJB
APPROVED BY: NPK
DATE: 10/15/2021
SCALE: AS NOTED

REVISIONS		
REV. NO.	DESCRIPTION	DATE
1	ADDENDUM 1	10/8/24

DRAWING:
RETAINING WALL PLAN - PHASE 1

SET TYPE: PERMIT

G:\C30\19-972 Cedar Heights Condos\19-972 design.dwg, C4.1

JOB NUMBER:
19-972

SHEET NUMBER:
C4.1

9/26/2024: NATURALLY-OCCURRING EXAMPLES

The inspiration for the design and development attitude, as pertaining to water detention, has always been to recreate the organic look of a creek bed and bank. This descriptive language has always been used in official meetings, as well as, the expression to-date in marketing and sales. This design approach is better suited for the 'Creekside' brand than an imposing facade and commercialized sign treatment. If delineating signage were to be considered in the future, it would be as the entire project is further advanced. Potential signage would likely abut entrances and of subtle presence. Creekside is a quiet, residential retreat.



9/26/2024: ARTIFICIAL INSPIRATIONS

These are created examples of the dry creek bed idea. Elements of this design theme will be integrated into the grasses of the detention and abutting areas to create an organic setting for the site. (RIGHT)



9/26/2024: OUTGROWTH CLUSTERS IN STONE BED

These examples represent the idea of using fieldstone detention with clusters of planting outgrowth to create a naturally-occurring appearance that integrates with all other common landscaping elements. Plantings are to be a mixture of perennial flowers, foliage and grasses. The variety of species shall require minimal maintenance. HOA management has a biannual maintenance schedule for spring and fall. Lawn chemical treatment is planned for these periods. At the same time, trees and shrubbery in common landscaping beds are to be pruned and cleaned as needed. The feature walls surrounding most of the detention areas are considered ornamental in the same regard. Any outgrowth areas are clustered to simplify this routine maintenance and will be trimmed to for a consistent appearance. As needed, plantings will be replaced and abutting areas cleaned. (BELOW)



10/20/2024: PLANTING AND MAINTENANCE DETAIL OF NATURAL RETENTION

This illustration details the fieldstone retention with outgrowth areas highlighted and labeled. The general slope is no greater than a 1:1 pitch, per civil engineering details (with improved overall detention performance). Clusters of vegetation are trimmed with mulch, consistent with other landscaped areas on-site. Structural stones to be 1' to 3' and considerably placed. Areas surrounding outgrowths will blend 6" river rock to create a buffer to the larger fieldstones. With artistic execution, this will create a non-artificial aesthetic befitting to the 'Creekside' brand. These retainage sections will compliment common landscaping, grasses and rock, to finish a dried creek bed theme that continues to the detention area at the far north end of the site. The two entrances from the main road, as integrated with the finished landscape, will appear as bridges over the creek bed scene. (BELOW)



ZONING (PROPOSED) RP - PROPOSED RESIDENTIAL

LOT SIZE: 278,124 S.F. / 6.38 ACRES

REQUIREMENTS PER ORDINANCE (PARAPHRASED):

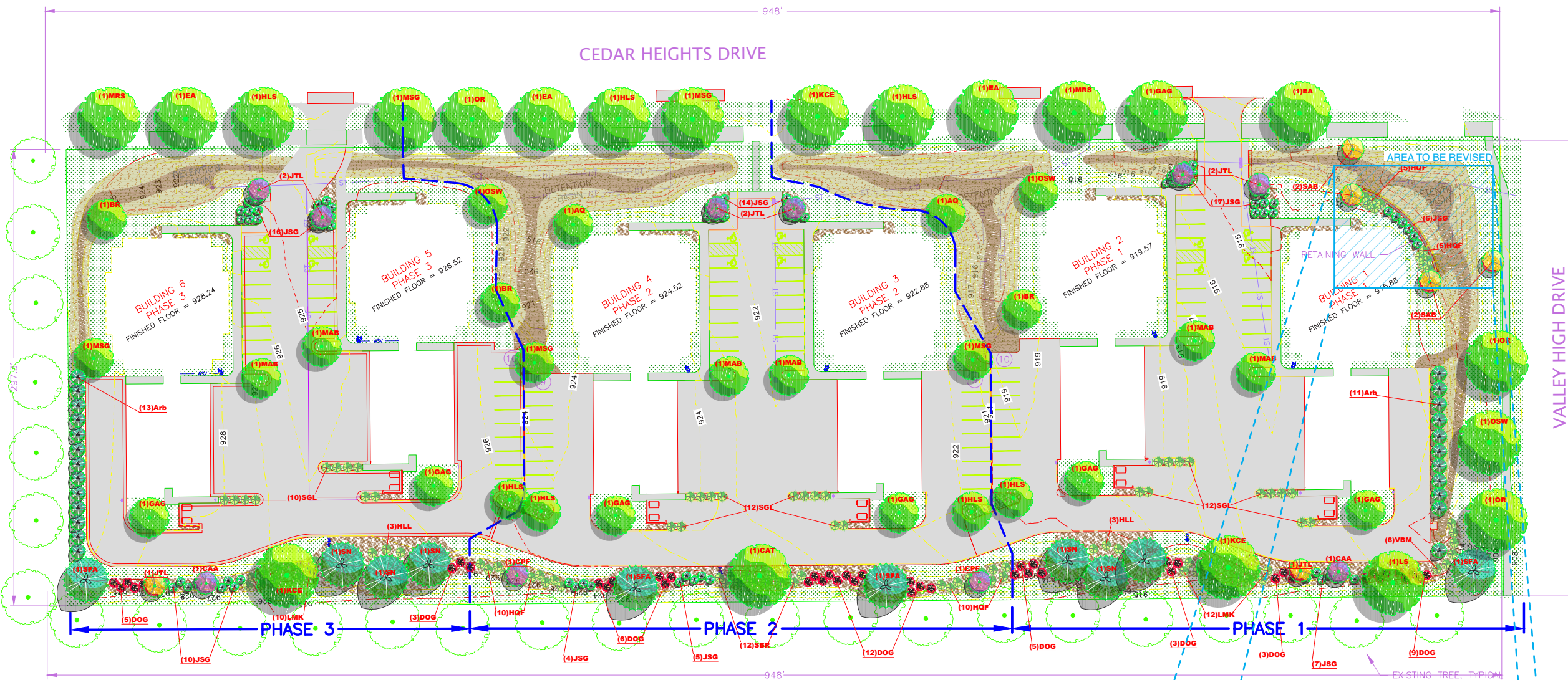
- a. HEDGE SCREENING ALONG PARKING STALLS AND WHERE HEADLIGHTS WOULD BE A NUISANCE TO NEIGHBORS.
- b. TREES PLACED EVERY 50 FEET ALONG PARKING.

NOTES:

1. OVERSTORY TREE MIN. SIZE SHALL BE 1.5" CALIPER FOR DECIDUOUS / 3' TALL FOR CONIFEROUS
2. ORNAMENTAL TREE MIN. SIZE SHALL BE 1" CALIPER
3. SHRUBS SHALL BE MINIMUM 2 GALLON CONTAINER
4. STREET TREES SHALL AVOID UTILITIES.

PHASING

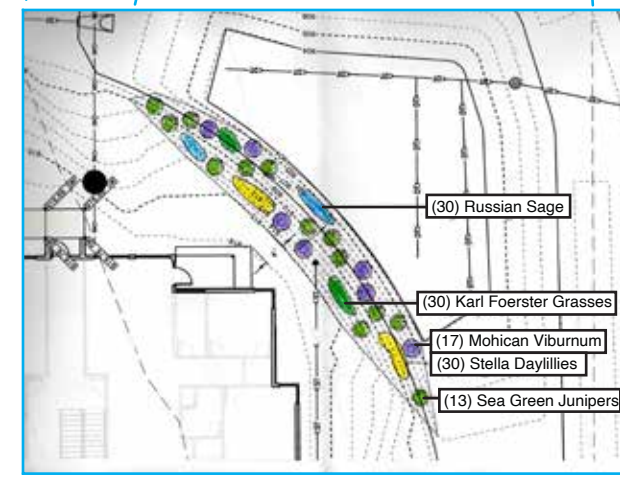
PROJECT PLANNED TO BE CONSTRUCTED IN 3 PHASES, 2 STRUCTURES PER PHASE SHARING A DRIVE FROM CEDAR HEIGHTS DRIVE. PHASING SHOWN IN DETAIL ON C2.# SERIES SHEETS.



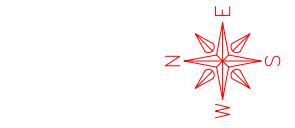
VALLEY HIGH DRIVE
297.3'

Symbol	Overstory Street Trees	QTY	Size	Mature Height
MRS	Maple, Red Sunset	2	1.5" Cal	45'
EA	Elm, Accolade	4	1.5" Cal	60'
HLS	Honeylocust, Skyline	3	1.5" Cal	50'
MSG	Maple Sienna Glen	2	1.5" Cal	50'
OR	Oak, Red	1	1.5" Cal	60'
KCE	Kentucky Coffeetree, Espresso	1	1.5" Cal	50'
GAG	Ginkgo, Autumn Gold	1	1.5" Cal	50'
Site Landscaping Overstory Tree				
HLS	Honeylocust, Skyline	4	1.5" Cal	50'
MSG	Maple Sienna Glen	3	1.5" Cal	50'
OR	Oak, Red	2	1.5" Cal	60'
KCE	Kentucky Coffeetree, Espresso	2	1.5" Cal	50'
GAG	Ginkgo, Autumn Gold	6	1.5" Cal	50'
MAB	Maple Autumn Blaze	6	1.5" Cal	50'
BR	Birch, River	3	1.5" Cal	45'
OSW	Oak, Swamp White	3	1.5" Cal	60'
AQ	Aspen, Quaking	2	1.5" Cal	50'
CAT	Catalpa	1	1.5" Cal	60'
LS	Linden, Sentry	1	1.5" Cal	60'
Site Landscaping Coniferous Tree				
SFA	Spruce, Fat Albert	4	3'H	40'
SN	Spruce, Norway	6	3'H	70'
ARB	Arborvitae, Techny	24	6' H	10'
Site Landscaping Ornamental Tree				
SAB	Serviceberry Autumn Brilliance	4	6' Clump	20'
JTL	Japanese Tree Lilac	8	1.5" Cal	25'
CAA	Crabapple, Adams	2	1.5" Cal	20'
CPF	Crabapple, Prairiefire	2	1.5" Cal	20'
Site Landscaping Coniferous Shrubs				
JSG	Juniper, Sea Green	79	2 gal	5'
Site Landscaping Deciduous Shrubs				
HQF	Hydrangea, Quick Fire	30	2 gal	5'
HLL	Hydrangea, Limelight	6	2 gal	6'
LMK	Lilac, Miss Kim	22	2 gal	6'
SGL	Sumac, Gro Low	34	2 gal	3'
VBM	Viburnum, Blue Muffin	6	2 gal	6'
SBR	Serviceberry Regent	12	5 gal	5'
DOG	Dogwood, Red Twiggid	46	2 gal	8'

LANDSCAPE LEGEND



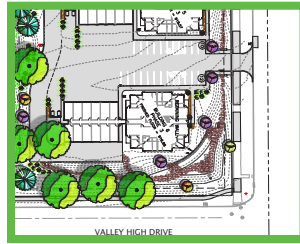
REVISION DETAIL



REVISIONS		
REV. NO.	DESCRIPTION	DATE

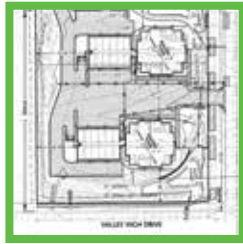
4/10/2020

Based on advice to pursue, this early layout was prepared as a 'proof of concept' to articulate viability.



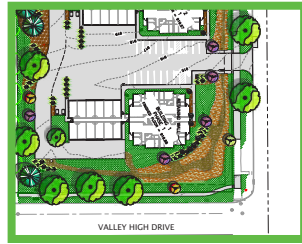
12/11/2020

With civil engineering fully under way, the partial wall remains a footnote.



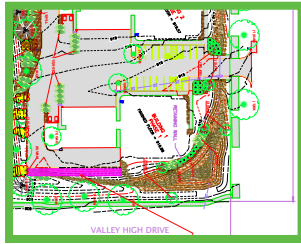
3/25/2021

The evolution of the site at Building-1 after nearly a year of review meetings, entrance debate and a traffic study.



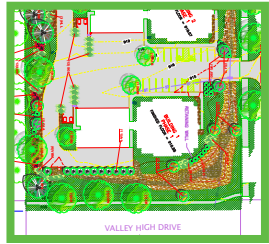
10/12/2021

This version of the site plan begins to detail vegetation. A sheer wall there, but no fencing that would be required.



10/13/2021

A further revision with additional detail after review by a landscaping contractor, prepping for submittal.



11/2/2022

Final plans show a similar wall condition of the entrance lane. This was revised in summer, 2024.



1/6/2020: EARLY CONCEPTUAL RENDERINGS

The preliminary 2020 renderings from the northeast captured the idea of water detention being managed within an organic shape and landscaped to emulate a dry creek bed. This is in contrast to most development sites that have a rectangular afterthought with weeds and mosquito larvae. The narrative of the organic integration has been consistent through neighborhood outreach and through official meetings.



The 2020 rendering from the southeast was inconsistent with the envisioned theme. Understanding at the time was that the renderings were for 'illustrative purposes.' The wall shown is impractical to integrate as shown and would require buffering to similar to the proposed revision. The sign and incorrect logo was never permitted or intended. Note the wet detention, an early hope (with fountain). As designed, the detention is dry and fits with the river bed aesthetic being proposed in the correction.



EARLIEST DISCOVERY AND DESIGN WORK

12/8/2016

First attempts by LGC to explore opportunities for the 6-acre site on Cedar Heights after assurances that the land in question would never be considered for a residential use. Owner-occupied office condos. (Below)



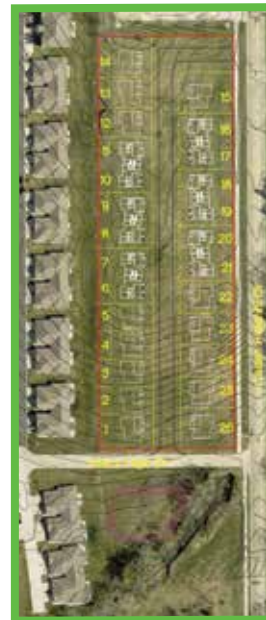
8/6/2018

In realizing the changed nature of the Cedar Heights corridor with 20-year's evolution, a more-determined attempt was made in pursuing residential use, citing pressure from neighbors and success on Callum Court. (Below)



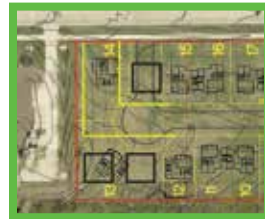
9/28/2018

Initial, but brief, encouragement lead to considerable investment in site conceptualing for one-level townhomes. (Below)



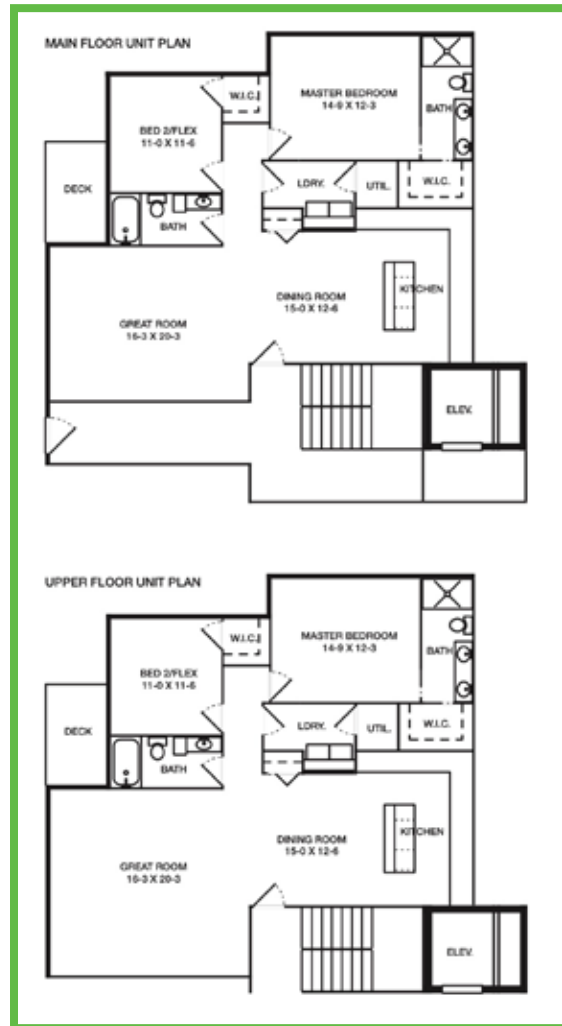
8/28/2018

Initial site conceptualing based on the promise of possibility.



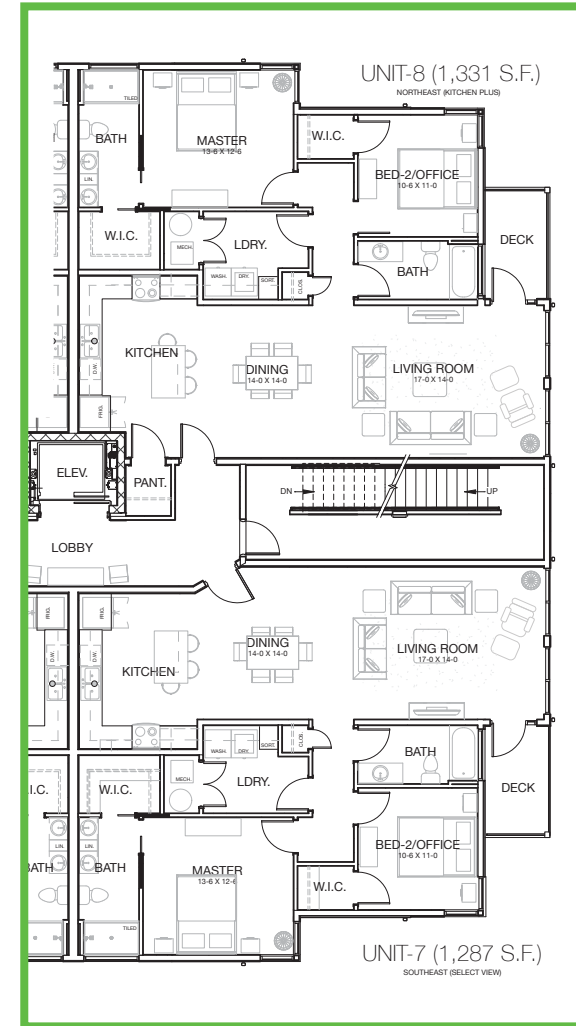
SPRING, 2022: EVOLUTION OF BUILDING PLANS

For contextual purposes, it is worth considering the floor plans. These c.2019 hypothetical concept drawings were shown with renderings from the same timeframe for rezoning hearings and site plan approval. From what was to be ultimately built, these plans differ considerably. (Below)



4/1/2023: PLAN APPROVAL AND PERMITTING

After extensive review and consideration, in addition to a lengthy debate as to whether the project was subject to commercial verses residential code compliance, a third reboot of the construction drawings resulted in eventual permit issuance after approximately 10-months. (Below)



4/3/2020: EARLIER, TRUER RENDERINGS

Part of the earliest renderings, this captures the original vision better than subsequent renderings. While not part of the official submittal, this result of the original vision defined the narrative for all future exposition.



10/27/2022: SAMPLE FOR SUBMITTAL

A revision of the same plans with greater detail after review by a landscaping consultant in anticipation of eventual submittal. Note the protrusion of the wall with sheer sides. Landscaping (similar to that being proposed) would be necessary in order to practically transition the surrounding grade. Moreover, this sample illustrates a wet detention - an initial hope that never materialized. This is despite adorning the latest conceptual rendering in all official documents.



7/26/2023

Aerial construction starting after 7-years of planning.



THE FIRST CHAPTER OF CREEKSIDE IN CURRENT FORM

5/21/2019

Changes and realizations in the market resulted in these are sketches. They were part of the initial pitch to the Planning team, as staffed at the time, to suggest alternative use within the C2 zone to professional/office. The original 23-units of the first part of 'Creekside' on Callum Court was previously approved as an 'allowed use' within the C2 zone. This proved a winning formula. Density to uphold valuations, but residential being a more natural fit for the neighborhood.





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: October 16, 2024
SUBJECT: 2023 Street Construction Project
City Project Number: RC-000-3299
Final Acceptance

The 2023 Street Construction Project is completed and ready for final acceptance. This project involved the full removal and replacement of two (2) streets (Madison Street – from Belle Ave to Virgil St, and W 18th Street – from Campus Street to Summit Drive). This project was under contract with Peterson Contractors, Inc. of Reinbeck, Iowa. Attached please find the following final documents:

- Final Pay Estimate (releases retainage)
- Final Breakdown of Costs
- Maintenance Bond, Peterson Contractors, Inc.

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

Table with 2 columns: Peterson Contractors, Inc. Suppliers and Peterson Contractors, Inc. subcontractors. Lists various companies and materials.

This project was primarily funded by the "Local Option Sales Tax". Below is a breakdown of final contract costs and the funding sources utilized:

Funding Source	Attributed Costs
Local Options Sales Tax	\$1,745,980.16
Street Construction Fund	\$100,000.00
CFU - Watermain	\$576,917.83
Sanitary Sewer Rental Fund	\$99,559.83

With Council approval a transfer of funds from the following funding sources to the Street Repair Fund (LOST) will be made per Iowa Code 545-2.5.

Funding Source	Attributed Costs
Street Construction Fund	\$100,000.00
Sanitary Sewer Rental Fund	\$99,559.83

A transfer of funds from the following funding sources to the Street Repair Fund (LOST) has been made.

I certify that the public improvements for the 2023 Street Construction Project were completed in reasonable compliance with the project plans and specifications.


10/16/24

Benjamin Claypool
Date

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



CONTRACTOR'S APPLICATION FOR PAYMENT

Retainage Release

Pay Application

2023 Street Construction Project		Application Period: 06/13/24 to 09/30/24	Application Date: 09/30/24
Project Number: RC-000-3299		To (Owner): City of Cedar Falls	Via (Engineer): Ben Claypool
Contract Completion Date: 11/01/23		From (Contractor): PCI	Principal Engineer

Change Order Summary		
Approved Change Orders:		
Number	Additions (a)	Deductions (b)
1	\$ 12,699.58	\$ -
2	\$ 12,638.10	\$ -
3	\$ 10,340.00	\$ -
4	\$ 2,254.00	\$ -
5	\$ -	\$ -
6	\$ -	\$ -
7	\$ -	\$ -
8	\$ -	\$ -
9	\$ -	\$ -
10	\$ -	\$ -
11	\$ -	\$ -
12	\$ -	\$ -
13	\$ -	\$ -
14	\$ -	\$ -
15	\$ -	\$ -
Totals	\$ 37,931.68	\$ -

Net Change by Change Orders	
(a) + (b) = (c)	\$ 37,931.68

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): _____
 Date: **Matt Bohlen**

1. ORIGINAL CONTRACT PRICE	\$ 2,664,055.20
2. NET CHANGE BY CHANGE ORDERS (c)	\$ 37,931.68
3. CURRENT CONTRACT PRICE	\$ 2,701,986.88
4. TOTAL COMPLETED AND STORED TO DATE (Total Column F on Progress Estimate)	\$ 2,522,457.82
5. RETAINAGE	
a. 5% x \$ 2,522,457.82 Work Completed	\$ 126,122.89
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)	\$ 2,522,457.82
8. LESS PREVIOUS PAYMENTS (Line 7 From Prior Application)	\$ 2,396,334.92
9. AMOUNT DUE THIS APPLICATION	\$ 126,122.90
10. BALANCE TO DATE, PLUS RETAINAGE (Line 7 + Line 5c)	\$ 2,522,457.82
11. % OF COMPLETION	
Original Contract Price (Line 10 ÷ Line 1)	95%
Current Contract Price (Line 10 ÷ Line 3)	93%
Payment of: \$ 126,122.90	(Line 9 or Other: Attach Explanation if Other Amount)

Is Respectfully Submitted: Benjamin Claypool **10/1/24**
 Ben Claypool, Principal Engineer Date

CONTRACTOR'S APPLICATION FOR PAYMENT **No. Retainage Release** **Estimate**

2023 Street Construction Project			Application Period: 06/13/24 to 09/30/24				Application Date: 09/30/24				Via (Engineer): Ben Cl		Item 33.
Project Number: RC-000-3299			To (Owner): City of Cedar Falls				From (Contractor): PCI				Principal Engineer		
Contract Completion Date: 11/01/23													

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
	Item														
Bid Item Number	Description	Unit	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
1	OFF-SITE TOPSOIL	C.Y.	514.00	\$ 32.00	\$ 16,448.00	514.00	-	\$ -	514.00	\$ 16,448.00	\$ -	\$ 16,448.00	100%	\$ -	X
2	EXCAVATION, CLASS 10, ROADWAY, WASTE	C.Y.	3,278.00	\$ 14.50	\$ 47,531.00	3,278.00	-	\$ -	3,278.00	\$ 47,531.00	\$ -	\$ 47,531.00	100%	\$ -	X
3	EXCAVATION, CLASS 12, BOULDERS	C.Y.	20.00	\$ 30.00	\$ 600.00	-	-	\$ -	-	\$ -	\$ -	\$ -	0%	\$ 600.00	X
4	BELOW GRADE EXCAVATION (CORE OUT)	C.Y.	200.00	\$ 14.50	\$ 2,900.00	-	-	\$ -	-	\$ -	\$ -	\$ -	0%	\$ 2,900.00	X
5	SUBGRADE PREPARATION	S.Y.	9,834.00	\$ 2.15	\$ 21,143.10	5,900.40	-	\$ -	5,900.40	\$ 12,685.86	\$ -	\$ 12,685.86	60%	\$ 8,457.24	X
6	SUBGRADE TREATMENT, GEOGRID TENSAR TX-160	S.Y.	5,663.00	\$ 8.50	\$ 48,135.50	1,300.00	-	\$ -	1,300.00	\$ 11,050.00	\$ -	\$ 11,050.00	23%	\$ 37,085.50	X
7	SUBBASE, MODIFIED, 12 IN.	S.Y.	9,834.00	\$ 19.25	\$ 189,304.50	9,834.00	-	\$ -	9,834.00	\$ 189,304.50	\$ -	\$ 189,304.50	100%	\$ -	X
8	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	TONS	2,500.00	\$ 32.50	\$ 81,250.00	103.01	-	\$ -	103.01	\$ 3,347.83	\$ -	\$ 3,347.83	4%	\$ 77,902.18	X
9	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 8 IN., TRUSS	L.F.	331.00	\$ 83.00	\$ 27,473.00	331.00	-	\$ -	331.00	\$ 27,473.00	\$ -	\$ 27,473.00	100%	\$ -	X
10	SANITARY SEWER SERVICE, TRENCHED, PVC, 4 IN., (SDR-23.5)	L.F.	200.00	\$ 89.00	\$ 17,800.00	195.00	-	\$ -	195.00	\$ 17,355.00	\$ -	\$ 17,355.00	98%	\$ 445.00	X
11	REMOVAL OF SANITARY SEWER	L.F.	331.00	\$ 14.00	\$ 4,634.00	331.00	-	\$ -	331.00	\$ 4,634.00	\$ -	\$ 4,634.00	100%	\$ -	X
12	STORM SEWER, TRENCHED, 15 IN. HDPE	L.F.	1,267.00	\$ 68.00	\$ 86,156.00	1,272.00	-	\$ -	1,272.00	\$ 86,496.00	\$ -	\$ 86,496.00	100%	\$ (340.00)	X
13	STORM SEWER, TRENCHED, 15 IN. RCP, 2000D	L.F.	158.00	\$ 88.00	\$ 13,904.00	91.00	-	\$ -	91.00	\$ 8,008.00	\$ -	\$ 8,008.00	58%	\$ 5,896.00	X
14	STORM SEWER, TRENCHED, 18 IN. HDPE	L.F.	109.00	\$ 73.00	\$ 7,957.00	109.00	-	\$ -	109.00	\$ 7,957.00	\$ -	\$ 7,957.00	100%	\$ -	X
15	STORM SEWER, TRENCHED, 18 IN. RCP, 2000D	L.F.	118.00	\$ 110.00	\$ 12,980.00	27.00	-	\$ -	27.00	\$ 2,970.00	\$ -	\$ 2,970.00	23%	\$ 10,010.00	X
16	STORM SEWER, TRENCHED, 24 IN. HDPE	L.F.	288.00	\$ 84.00	\$ 24,192.00	194.00	-	\$ -	194.00	\$ 16,296.00	\$ -	\$ 16,296.00	67%	\$ 7,896.00	X
17	STORM SEWER, TRENCHED, 24 IN. RCP, 2000D	L.F.	100.00	\$ 130.00	\$ 13,000.00	101.00	-	\$ -	101.00	\$ 13,130.00	\$ -	\$ 13,130.00	101%	\$ (130.00)	X
18	SPECIAL PIPE CONNECTIONS, SW-211	EACH	1.00	\$ 500.00	\$ 500.00	2.00	-	\$ -	2.00	\$ 1,000.00	\$ -	\$ 1,000.00	200%	\$ (500.00)	X
19	REMOVAL STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN.(NON-SUBDRAIN)	L.F.	1,431.00	\$ 8.00	\$ 11,448.00	1,059.00	-	\$ -	1,059.00	\$ 8,472.00	\$ -	\$ 8,472.00	74%	\$ 2,976.00	X
20	REMOVAL STORM SEWER (SUBDRAIN)	L.F.	1,930.00	\$ 8.00	\$ 15,440.00	1,930.00	-	\$ -	1,930.00	\$ 15,440.00	\$ -	\$ 15,440.00	100%	\$ -	X
21	SUBDRAIN, PERFORATED, 6 IN.	L.F.	2,672.00	\$ 15.00	\$ 40,080.00	2,937.00	-	\$ -	2,937.00	\$ 44,055.00	\$ -	\$ 44,055.00	110%	\$ (3,975.00)	X
22	SUBDRAIN, OUTLET, 6 IN. C.M.P.	EACH	15.00	\$ 325.00	\$ 4,875.00	20.00	-	\$ -	20.00	\$ 6,500.00	\$ -	\$ 6,500.00	133%	\$ (1,625.00)	X
23	SUBDRAIN, SUMP PUMP TAP	EACH	56.00	\$ 275.00	\$ 15,400.00	48.00	-	\$ -	48.00	\$ 13,200.00	\$ -	\$ 13,200.00	86%	\$ 2,200.00	X
24	FIELD TILE, 4 IN. TO 8 IN., FIELD REPAIR	L.F.	20.00	\$ 20.00	\$ 400.00	-	-	\$ -	-	\$ -	\$ -	\$ -	0%	\$ 400.00	X
25	WATER MAIN, TRENCHED, 4" SJ DIP (POLYETHYLENE WRAPPED)	L.F.	20.00	\$ 132.00	\$ 2,640.00	26.00	-	\$ -	26.00	\$ 3,432.00	\$ -	\$ 3,432.00	130%	\$ (792.00)	X
26	WATER MAIN, TRENCHED, 6" SJ DIP (POLYETHYLENE WRAPPED)	L.F.	60.00	\$ 91.00	\$ 5,460.00	15.00	-	\$ -	15.00	\$ 1,365.00	\$ -	\$ 1,365.00	25%	\$ 4,095.00	X
27	WATER MAIN, TRENCHED, 8" SJ DIP (POLYETHYLENE WRAPPED)	L.F.	2,575.00	\$ 94.00	\$ 242,050.00	2,585.00	-	\$ -	2,585.00	\$ 242,990.00	\$ -	\$ 242,990.00	100%	\$ (940.00)	X
28	FITTINGS, DUCTILE IRON	LBS.	6,300.00	\$ 11.75	\$ 74,025.00	2,255.00	-	\$ -	2,255.00	\$ 26,496.25	\$ -	\$ 26,496.25	36%	\$ 47,528.75	X
29	SERVICE SHORTSIDE, 3/4"	EACH	26.00	\$ 2,200.00	\$ 57,200.00	26.00	-	\$ -	26.00	\$ 57,200.00	\$ -	\$ 57,200.00	100%	\$ -	X
30	SERVICE, LONGSIDE, 3/4"	EACH	28.00	\$ 2,900.00	\$ 81,200.00	28.00	-	\$ -	28.00	\$ 81,200.00	\$ -	\$ 81,200.00	100%	\$ -	X
31	MECHANICAL JOINT RESTRAINT, 4"	EACH	10.00	\$ 180.00	\$ 1,800.00	11.00	-	\$ -	11.00	\$ 1,980.00	\$ -	\$ 1,980.00	110%	\$ (180.00)	X
32	MECHANICAL JOINT RESTRAINT, 6"	EACH	25.00	\$ 185.00	\$ 4,625.00	25.00	-	\$ -	25.00	\$ 4,625.00	\$ -	\$ 4,625.00	100%	\$ -	X
33	MECHANICAL JOINT RESTRAINT, 8"	EACH	52.00	\$ 200.00	\$ 10,400.00	56.00	-	\$ -	56.00	\$ 11,200.00	\$ -	\$ 11,200.00	108%	\$ (800.00)	X
34	JOINT RESTRAINT GASKET, 4"	EACH	1.00	\$ 235.00	\$ 235.00	-	-	\$ -	-	\$ -	\$ -	\$ -	0%	\$ 235.00	X
35	JOINT RESTRAINT GASKET, 8"	EACH	39.00	\$ 310.00	\$ 12,090.00	23.00	-	\$ -	23.00	\$ 7,130.00	\$ -	\$ 7,130.00	59%	\$ 4,960.00	X
36	8" NITRILE GASKETS	EACH	43.00	\$ 225.00	\$ 9,675.00	12.00	-	\$ -	12.00	\$ 2,700.00	\$ -	\$ 2,700.00	28%	\$ 6,975.00	X
37	VALVE, 8" MJ GATE W/ BOX	EACH	13.00	\$ 3,300.00	\$ 42,900.00	13.00	-	\$ -	13.00	\$ 42,900.00	\$ -	\$ 42,900.00	100%	\$ -	X
38	FIRE HYDRANT ASSEMBLY	EACH	9.00	\$ 8,250.00	\$ 74,250.00	9.00	-	\$ -	9.00	\$ 74,250.00	\$ -	\$ 74,250.00	100%	\$ -	X
39	VALVE BOX ADJUSTMENT	EACH	2.00	\$ 650.00	\$ 1,300.00	-	-	\$ -	-	\$ -	\$ -	\$ -	0%	\$ 1,300.00	X
40	FIRE HYDRANT ASSEMBLY REMOVAL	EACH	5.00	\$ 1,350.00	\$ 6,750.00	5.00	-	\$ -	5.00	\$ 6,750.00	\$ -	\$ 6,750.00	100%	\$ -	X
41	MANHOLE, STORM SEWER, SW-401, 48" DIA.	EACH	6.00	\$ 5,000.00	\$ 30,000.00	6.00	-	\$ -	6.00	\$ 30,000.00	\$ -	\$ 30,000.00	100%	\$ -	X
42	MANHOLE, SANITARY SEWER, SW-301, 48" DIA.	EACH	5.00	\$ 8,500.00	\$ 42,500.00	5.00	-	\$ -	5.00	\$ 42,500.00	\$ -	\$ 42,500.00	100%	\$ -	X
43	INTAKE, SW-507	EACH	4.00	\$ 6,500.00	\$ 26,000.00	4.00	-	\$ -	4.00	\$ 26,000.00	\$ -	\$ 26,000.00	100%	\$ -	X
44	INTAKE, SW-509	EACH	10.00	\$ 8,100.00	\$ 81,000.00	10.00	-	\$ -	10.00	\$ 81,000.00	\$ -	\$ 81,000.00	100%	\$ -	X
45	INTAKE, TYPE B	EACH	1.00	\$ 6,700.00	\$ 6,700.00	1.00	-	\$ -	1.00	\$ 6,700.00	\$ -	\$ 6,700.00	100%	\$ -	X
46	INTAKE, TYPE D	EACH	11.00	\$ 8,800.00	\$ 96,800.00	11.00	-	\$ -	11.00	\$ 96,800.00	\$ -	\$ 96,800.00	100%	\$ -	X
47	MANHOLE ADJUSTMENT, MAJOR (MR. MANHOLE)	EACH	4.00	\$ 3,000.00	\$ 12,000.00	6.00	-	\$ -	6.00	\$ 18,000.00	\$ -	\$ 18,000.00	150%	\$ (6,000.00)	X
48	REMOVAL OF STORM MANHOLES AND INTAKES	EACH	18.00	\$ 600.00	\$ 10,800.00	18.00	-	\$ -	18.00	\$ 10,800.00	\$ -	\$ 10,800.00	100%	\$ -	X
49	REMOVAL OF SANITARY MANHOLES	EACH	5.00	\$ 850.00	\$ 4,250.00	5.00	-	\$ -	5.00	\$ 4,250.00	\$ -	\$ 4,250.00	100%	\$ -	X
50	PAVEMENT, STAND. OR SLIP-FORM, P.C.C., 7 IN., CLASS "C"	S.Y.	2,640.00	\$ 48.00	\$ 126,720.00	2,670.30	-	\$ -	2,670.30	\$ 128,174.40	\$ -	\$ 128,174.40	101%	\$ (1,454.40)	X
51	PAVEMENT, STAND. OR SLIP-FORM, P.C.C., 8 IN., CLASS "C"	S.Y.	6,138.00	\$ 54.00	\$ 331,452.00	6,347.70	-	\$ -	6,347.70	\$ 342,775.80	\$ -	\$ 342,775.80	103%	\$ (11,323.80)	X
52	REMOVAL OF DRIVEWAY	S.Y.	922.00	\$ 9.00	\$ 8,298.00	922.00	-	\$ -	922.00	\$ 8,298.00	\$ -	\$ 8,298.00	100%	\$ -	X
53	REMOVAL OF SIDEWALK	S.Y.	34.00	\$ 15.00	\$ 510.00	153.50	-	\$ -	153.50	\$ 2,302.50	\$ -	\$ 2,302.50	451%	\$ (1,792.50)	X
54	SIDEWALK, P.C.C., 4 IN., CLASS "C"	S.Y.	29.00	\$ 55.00	\$ 1,595.00	163.30	-	\$ -	163.30	\$ 8,981.50	\$ -	\$ 8,981.50	563%	\$ (7,386.50)	X
55	SIDEWALK, P.C.C., 6 IN., CLASS "C"	S.Y.	5.00	\$ 75.00	\$ 375.00	30.90	-	\$ -	30.90	\$ 2,317.50	\$ -	\$ 2,317.50	618%	\$ (1,942.50)	X
56	DETECTABLE WARNINGS	S.F.	8.00	\$ 60.00	\$ 480.00	34.00	-	\$ -	34.00	\$ 2,040.00	\$ -	\$ 2,040.00	425%	\$ (1,560.00)	X
57	DRIVEWAY, P.C.C., 6 IN., CLASS "C"	S.Y.	922.00	\$ 50.00	\$ 46,100.00	1,075.40	-	\$ -	1,075.40	\$ 53,770.00	\$ -	\$ 53,770.00	117%	\$ (7,670.00)	X
58	GRANULAR SURFACING, 1-INCH ROADSTONE	TONS	40.00	\$ 37.00	\$ 1,480.00	30.00	-	\$ -	30.00	\$ 1,110.00	\$ -	\$ 1,110.00	75%	\$ 370.00	X
59	PATCH, P.C.C., FULL DEPTH, "M" MIX	S.Y.	20.00	\$ 325.00	\$ 6,500.00	-	-	\$ -	-	\$ -	\$ -	\$ -	0%	\$ 6,500.00	X
60	PAVEMENT REMOVAL, PCC	S.Y.	8,778.00	\$ 8.25	\$ 72,418.50	8,778.00	-	\$ -	8,778.00	\$ 72,418.50	\$ -	\$ 72,418.50	100%	\$ -	X
61	PAVEMENT REMOVAL, ACC	S.Y.	8,778.00	\$ 6.75	\$ 59,251.50	8,778.00	-	\$ -	8,778.00	\$ 59,251.50	\$ -	\$ 59,251.50	100%	\$ -	X
62	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	STA.	27.00	\$ 90.00	\$ 2,430.00	27.00	-	\$ -	27.00	\$ 2,430.00	\$ -	\$ 2,430.00	100%	\$ -	X
63	PAINTED SYMBOLS AND LEGENDS	EACH	7.00	\$ 75.00	\$ 525.00	7.00	-	\$ -	7.00	\$ 525.00	\$ -	\$ 525.00	100%	\$ -	X
64	STREET SIGNS (SIGNS, POST, & RECEIVER)	EACH	28.00	\$ 300.00	\$ 8,400.00	28.00	-	\$ -	28.00	\$ 8,400.00	\$ -	\$ 8,400.00	100%	\$ -	X
65	TEMPORARY TRAFFIC CONTROL	L.S.	1.00	\$ 28,500.00	\$ 28,500.00	1.00	-	\$ -	1.00	\$ 28,500.00	\$ -	\$ 28,500.00	100%	\$ -	X
66	SOD	S.F.	27,761.00	\$ 0.90	\$ 24,984.90	47,900.00	-	\$ -	47,900.00	\$ 43,110.00	\$ -	\$ 43,110.00	173%	\$ (5,874.90)	X

A	B		C	D	E	F	G	H	I	J	K	L	M	N	O	
Item																
Bid Item Number	Description	Unit	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)	Item 33.		
67	WATTLES, 9IN. STRAW	L.F.	4,867.00	\$ 2.10	\$ 10,220.70	-	-	\$ -	-	\$ -	\$ -	\$ -	0%	\$ 10,220.70		
68	WATTLES, MAINTENANCE AND REMOVAL	L.F.	4,867.00	\$ 0.50	\$ 2,433.50	-	-	\$ -	-	\$ -	\$ -	\$ -	0%	\$ 2,433.50		
69	INLET PROTECTION DEVICE, INSTALLATION	EACH	26.00	\$ 140.00	\$ 3,640.00	-	-	\$ -	-	\$ -	\$ -	\$ -	0%	\$ 3,640.00		
70	INLET PROTECTION DEVICE, MAINTENANCE	EACH	26.00	\$ 40.00	\$ 1,040.00	-	-	\$ -	-	\$ -	\$ -	\$ -	0%	\$ 1,040.00		
71	DEMOLITION OF BUILDING STRUCTURES (STAIRS)	L.S.	1.00	\$ 1,500.00	\$ 1,500.00	1.00	-	\$ -	1.00	\$ 1,500.00	\$ -	\$ 1,500.00	100%	\$ -	X	
72	MOBILIZATION	L.S.	1.00	\$ 275,000.00	\$ 275,000.00	1.00	-	\$ -	1.00	\$ 275,000.00	\$ -	\$ 275,000.00	100%	\$ -	X	
73	CONCRETE WASHOUT	LS	1.00	\$ 10,000.00	\$ 10,000.00	1.00	-	\$ -	1.00	\$ 10,000.00	\$ -	\$ 10,000.00	100%	\$ -	X	
8001	20" Watermain Repair Work at Hudson	LS	1.00	\$ 12,699.58	\$ 12,699.58	1.00	-	\$ -	1.00	\$ 12,699.58	\$ -	\$ 12,699.58	100%	\$ -		
8002	Storm Sewer Modifications at W 18th Street	LS	1.00	\$ 12,638.10	\$ 12,638.10	1.00	-	\$ -	1.00	\$ 12,638.10	\$ -	\$ 12,638.10	100%	\$ -		
8003	Storm Sewer Intake Modifications	LS	1.00	\$ 10,340.00	\$ 10,340.00	1.00	-	\$ -	1.00	\$ 10,340.00	\$ -	\$ 10,340.00	100%	\$ -		
8004	Cold Weather Protection	SY	1,127.00	\$ 2.00	\$ 2,254.00	1,127.00	-	\$ -	1,127.00	\$ 2,254.00	\$ -	\$ 2,254.00	100%	\$ -		
Totals					\$ 2,701,986.88			\$ -		\$ 2,522,457.82	\$ -	\$ 2,522,457.82		\$ 179,529.07		

FUNDING SOURCE BREAKDOWN

2023 Street Construction Project

Project Number: RC-000-3299

Contract Completion Date: 11/01/23

Date: 10/1

Item 33.

Via (Engineer): Ben Claypool

Principal Engineer

A	B	C	D	E	F	J	K	Distribution of Funds			
Item			Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed (G + H)	Total Completed Value (E x J)	LOST	Street Constr. Fund	CFU	Sanitary Sewer Rental Fund
Bid Item Number	Description	Unit									
1	OFF-SITE TOPSOIL	C.Y.	514.00	\$ 32.00	\$ 16,448.00	514.00	\$ 16,448.00	\$ 16,448.00	\$ -	\$ -	\$ -
2	EXCAVATION, CLASS 10, ROADWAY, WASTE	C.Y.	3,278.00	\$ 14.50	\$ 47,531.00	3,278.00	\$ 47,531.00	\$ 47,531.00	\$ -	\$ -	\$ -
3	EXCAVATION, CLASS 12, BOULDERS	C.Y.	20.00	\$ 30.00	\$ 600.00	-	\$ -	\$ -	\$ -	\$ -	\$ -
4	BELOW GRADE EXCAVATION (CORE OUT)	C.Y.	200.00	\$ 14.50	\$ 2,900.00	-	\$ -	\$ -	\$ -	\$ -	\$ -
5	SUBGRADE PREPARATION	S.Y.	9,834.00	\$ 2.15	\$ 21,143.10	5,900.40	\$ 12,685.86	\$ 12,685.86	\$ -	\$ -	\$ -
6	SUBGRADE TREATMENT, GEOGRID TENSAR TX-160	S.Y.	5,663.00	\$ 8.50	\$ 48,135.50	1,300.00	\$ 11,050.00	\$ 11,050.00	\$ -	\$ -	\$ -
7	SUBBASE, MODIFIED, 12 IN.	S.Y.	9,834.00	\$ 19.25	\$ 189,304.50	9,834.00	\$ 189,304.50	\$ 189,304.50	\$ -	\$ -	\$ -
8	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	TONS	2,500.00	\$ 32.50	\$ 81,250.00	103.01	\$ 3,347.83	\$ -	\$ -	\$ -	\$ 3,347.83
9	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 8 IN., TRUSS	L.F.	331.00	\$ 83.00	\$ 27,473.00	331.00	\$ 27,473.00	\$ -	\$ -	\$ -	\$ 27,473.00
10	SANITARY SEWER SERVICE, TRENCHED, PVC, 4 IN., (SDR-23.5)	L.F.	200.00	\$ 89.00	\$ 17,800.00	195.00	\$ 17,355.00	\$ -	\$ -	\$ -	\$ 17,355.00
11	REMOVAL OF SANITARY SEWER	L.F.	331.00	\$ 14.00	\$ 4,634.00	331.00	\$ 4,634.00	\$ -	\$ -	\$ -	\$ 4,634.00
12	STORM SEWER, TRENCHED, 15 IN. HDPE	L.F.	1,267.00	\$ 68.00	\$ 86,156.00	1,272.00	\$ 86,496.00	\$ 86,496.00	\$ -	\$ -	\$ -
13	STORM SEWER, TRENCHED, 15 IN. RCP, 2000D	L.F.	158.00	\$ 88.00	\$ 13,904.00	91.00	\$ 8,008.00	\$ 8,008.00	\$ -	\$ -	\$ -
14	STORM SEWER, TRENCHED, 18 IN. HDPE	L.F.	109.00	\$ 73.00	\$ 7,957.00	109.00	\$ 7,957.00	\$ 7,957.00	\$ -	\$ -	\$ -
15	STORM SEWER, TRENCHED, 18 IN. RCP, 2000D	L.F.	118.00	\$ 110.00	\$ 12,980.00	27.00	\$ 2,970.00	\$ 2,970.00	\$ -	\$ -	\$ -
16	STORM SEWER, TRENCHED, 24 IN. HDPE	L.F.	288.00	\$ 84.00	\$ 24,192.00	194.00	\$ 16,296.00	\$ 16,296.00	\$ -	\$ -	\$ -
17	STORM SEWER, TRENCHED, 24 IN. RCP, 2000D	L.F.	100.00	\$ 130.00	\$ 13,000.00	101.00	\$ 13,130.00	\$ 13,130.00	\$ -	\$ -	\$ -
18	SPECIAL PIPE CONNECTIONS, SW-211	EACH	1.00	\$ 500.00	\$ 500.00	2.00	\$ 1,000.00	\$ 1,000.00	\$ -	\$ -	\$ -
19	REMOVAL STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN.(NON-SUBDRAIN)	L.F.	1,431.00	\$ 8.00	\$ 11,448.00	1,059.00	\$ 8,472.00	\$ 8,472.00	\$ -	\$ -	\$ -
20	REMOVAL STORM SEWER (SUBDRAIN)	L.F.	1,930.00	\$ 8.00	\$ 15,440.00	1,930.00	\$ 15,440.00	\$ 15,440.00	\$ -	\$ -	\$ -
21	SUBDRAIN, PERFORATED, 6 IN.	L.F.	2,672.00	\$ 15.00	\$ 40,080.00	2,937.00	\$ 44,055.00	\$ 44,055.00	\$ -	\$ -	\$ -
22	SUBDRAIN, OUTLET, 6 IN. C.M.P.	EACH	15.00	\$ 325.00	\$ 4,875.00	20.00	\$ 6,500.00	\$ 6,500.00	\$ -	\$ -	\$ -
23	SUBDRAIN, SUMP PUMP TAP	EACH	56.00	\$ 275.00	\$ 15,400.00	48.00	\$ 13,200.00	\$ 13,200.00	\$ -	\$ -	\$ -
24	FIELD TILE, 4 IN. TO 8 IN., FIELD REPAIR	L.F.	20.00	\$ 20.00	\$ 400.00	-	\$ -	\$ -	\$ -	\$ -	\$ -
25	WATER MAIN, TRENCHED, 4" SJ DIP (POLYETHYLENE WRAPPED)	L.F.	20.00	\$ 132.00	\$ 2,640.00	26.00	\$ 3,432.00	\$ -	\$ -	\$ 3,432.00	\$ -
26	WATER MAIN, TRENCHED, 6" SJ DIP (POLYETHYLENE WRAPPED)	L.F.	60.00	\$ 91.00	\$ 5,460.00	15.00	\$ 1,365.00	\$ -	\$ -	\$ 1,365.00	\$ -
27	WATER MAIN, TRENCHED, 8" SJ DIP (POLYETHYLENE WRAPPED)	L.F.	2,575.00	\$ 94.00	\$ 242,050.00	2,585.00	\$ 242,990.00	\$ -	\$ -	\$ 242,990.00	\$ -
28	FITTINGS, DUCTILE IRON	LBS.	6,300.00	\$ 11.75	\$ 74,025.00	2,255.00	\$ 26,496.25	\$ -	\$ -	\$ 26,496.25	\$ -
29	SERVICE SHORTSIDE, 3/4"	EACH	26.00	\$ 2,200.00	\$ 57,200.00	26.00	\$ 57,200.00	\$ -	\$ -	\$ 57,200.00	\$ -
30	SERVICE, LONGSIDE, 3/4"	EACH	28.00	\$ 2,900.00	\$ 81,200.00	28.00	\$ 81,200.00	\$ -	\$ -	\$ 81,200.00	\$ -
31	MECHANICAL JOINT RESTRAINT, 4"	EACH	10.00	\$ 180.00	\$ 1,800.00	11.00	\$ 1,980.00	\$ -	\$ -	\$ 1,980.00	\$ -
32	MECHANICAL JOINT RESTRAINT, 6"	EACH	25.00	\$ 185.00	\$ 4,625.00	25.00	\$ 4,625.00	\$ -	\$ -	\$ 4,625.00	\$ -
33	MECHANICAL JOINT RESTRAINT, 8"	EACH	52.00	\$ 200.00	\$ 10,400.00	56.00	\$ 11,200.00	\$ -	\$ -	\$ 11,200.00	\$ -
34	JOINT RESTRAINT GASKET, 4"	EACH	1.00	\$ 235.00	\$ 235.00	-	\$ -	\$ -	\$ -	\$ -	\$ -
35	JOINT RESTRAINT GASKET, 8"	EACH	39.00	\$ 310.00	\$ 12,090.00	23.00	\$ 7,130.00	\$ -	\$ -	\$ 7,130.00	\$ -
36	8" NITRILE GASKETS	EACH	43.00	\$ 225.00	\$ 9,675.00	12.00	\$ 2,700.00	\$ -	\$ -	\$ 2,700.00	\$ -
37	VALVE, 8" MJ GATE W/ BOX	EACH	13.00	\$ 3,300.00	\$ 42,900.00	13.00	\$ 42,900.00	\$ -	\$ -	\$ 42,900.00	\$ -
38	FIRE HYDRANT ASSEMBLY	EACH	9.00	\$ 8,250.00	\$ 74,250.00	9.00	\$ 74,250.00	\$ -	\$ -	\$ 74,250.00	\$ -
39	VALVE BOX ADJUSTMENT	EACH	2.00	\$ 650.00	\$ 1,300.00	-	\$ -	\$ -	\$ -	\$ -	\$ -
40	FIRE HYDRANT ASSEMBLY REMOVAL	EACH	5.00	\$ 1,350.00	\$ 6,750.00	5.00	\$ 6,750.00	\$ -	\$ -	\$ 6,750.00	\$ -
41	MANHOLE, STORM SEWER, SW-401, 48" DIA.	EACH	6.00	\$ 5,000.00	\$ 30,000.00	6.00	\$ 30,000.00	\$ 30,000.00	\$ -	\$ -	\$ -
42	MANHOLE, SANITARY SEWER, SW-301, 48" DIA.	EACH	5.00	\$ 8,500.00	\$ 42,500.00	5.00	\$ 42,500.00	\$ -	\$ -	\$ -	\$ 42,500.00
43	INTAKE, SW-507	EACH	4.00	\$ 6,500.00	\$ 26,000.00	4.00	\$ 26,000.00	\$ 26,000.00	\$ -	\$ -	\$ -
44	INTAKE, SW-509	EACH	10.00	\$ 8,100.00	\$ 81,000.00	10.00	\$ 81,000.00	\$ 81,000.00	\$ -	\$ -	\$ -
45	INTAKE, TYPE B	EACH	1.00	\$ 6,700.00	\$ 6,700.00	1.00	\$ 6,700.00	\$ 6,700.00	\$ -	\$ -	\$ -
46	INTAKE, TYPE D	EACH	11.00	\$ 8,800.00	\$ 96,800.00	11.00	\$ 96,800.00	\$ 96,800.00	\$ -	\$ -	\$ -
47	MANHOLE ADJUSTMENT, MAJOR (MR. MANHOLE)	EACH	4.00	\$ 3,000.00	\$ 12,000.00	6.00	\$ 18,000.00	\$ 18,000.00	\$ -	\$ -	\$ -
48	REMOVAL OF STORM MANHOLES AND INTAKES	EACH	18.00	\$ 600.00	\$ 10,800.00	18.00	\$ 10,800.00	\$ 10,800.00	\$ -	\$ -	\$ -
49	REMOVAL OF SANITARY MANHOLES	EACH	5.00	\$ 850.00	\$ 4,250.00	5.00	\$ 4,250.00	\$ -	\$ -	\$ -	\$ 4,250.00
50	PAVEMENT, STAND. OR SLIP-FORM, P.C.C., 7 IN., CLASS "C"	S.Y.	2,640.00	\$ 48.00	\$ 126,720.00	2,670.30	\$ 128,174.40	\$ 128,174.40	\$ -	\$ -	\$ -
51	PAVEMENT, STAND. OR SLIP-FORM, P.C.C., 8 IN., CLASS "C"	S.Y.	6,138.00	\$ 54.00	\$ 331,452.00	6,347.70	\$ 342,775.80	\$ 342,775.80	\$ -	\$ -	\$ -
52	REMOVAL OF DRIVEWAY	S.Y.	922.00	\$ 9.00	\$ 8,298.00	922.00	\$ 8,298.00	\$ 8,298.00	\$ -	\$ -	\$ -
53	REMOVAL OF SIDEWALK	S.Y.	34.00	\$ 15.00	\$ 510.00	153.50	\$ 2,302.50	\$ 2,302.50	\$ -	\$ -	\$ -

A	B		C	D	E	F	J	K	Distribution of Funds			
	Item								Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed (G + H)
Bid Item Number	Description	Unit										
54	SIDEWALK, P.C.C., 4 IN., CLASS "C"	S.Y.	29.00	\$ 55.00	\$ 1,595.00	163.30	\$ 8,981.50	\$ 8,981.50	\$ -	\$ -	\$ -	
55	SIDEWALK, P.C.C., 6 IN., CLASS "C"	S.Y.	5.00	\$ 75.00	\$ 375.00	30.90	\$ 2,317.50	\$ 2,317.50	\$ -	\$ -	\$ -	
56	DETECTABLE WARNINGS	S.F.	8.00	\$ 60.00	\$ 480.00	34.00	\$ 2,040.00	\$ 2,040.00	\$ -	\$ -	\$ -	
57	DRIVEWAY, P.C.C., 6 IN., CLASS "C"	S.Y.	922.00	\$ 50.00	\$ 46,100.00	1,075.40	\$ 53,770.00	\$ 53,770.00	\$ -	\$ -	\$ -	
58	GRANULAR SURFACING, 1-INCH ROADSTONE	TONS	40.00	\$ 37.00	\$ 1,480.00	30.00	\$ 1,110.00	\$ 1,110.00	\$ -	\$ -	\$ -	
59	PATCH, P.C.C., FULL DEPTH, "M" MIX	S.Y.	20.00	\$ 325.00	\$ 6,500.00	-	\$ -	\$ -	\$ -	\$ -	\$ -	
60	PAVEMENT REMOVAL, PCC	S.Y.	8,778.00	\$ 8.25	\$ 72,418.50	8,778.00	\$ 72,418.50	\$ 72,418.50	\$ -	\$ -	\$ -	
61	PAVEMENT REMOVAL, ACC	S.Y.	8,778.00	\$ 6.75	\$ 59,251.50	8,778.00	\$ 59,251.50	\$ 59,251.50	\$ -	\$ -	\$ -	
62	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	STA.	27.00	\$ 90.00	\$ 2,430.00	27.00	\$ 2,430.00	\$ 2,430.00	\$ -	\$ -	\$ -	
63	PAINTED SYMBOLS AND LEGENDS	EACH	7.00	\$ 75.00	\$ 525.00	7.00	\$ 525.00	\$ 525.00	\$ -	\$ -	\$ -	
64	STREET SIGNS (SIGNS, POST, & RECIEVER)	EACH	28.00	\$ 300.00	\$ 8,400.00	28.00	\$ 8,400.00	\$ 8,400.00	\$ -	\$ -	\$ -	
65	TEMPORARY TRAFFIC CONTROL	L.S.	1.00	\$ 28,500.00	\$ 28,500.00	1.00	\$ 28,500.00	\$ 28,500.00	\$ -	\$ -	\$ -	
66	SOD	S.F.	27,761.00	\$ 0.90	\$ 24,984.90	47,900.00	\$ 43,110.00	\$ 43,110.00	\$ -	\$ -	\$ -	
67	WATTLES, 9IN. STRAW	L.F.	4,867.00	\$ 2.10	\$ 10,220.70	-	\$ -	\$ -	\$ -	\$ -	\$ -	
68	WATTLES, MAINTENANCE AND REMOVAL	L.F.	4,867.00	\$ 0.50	\$ 2,433.50	-	\$ -	\$ -	\$ -	\$ -	\$ -	
69	INLET PROTECTION DEVICE, INSTALLATION	EACH	26.00	\$ 140.00	\$ 3,640.00	-	\$ -	\$ -	\$ -	\$ -	\$ -	
70	INLET PROTECTION DEVICE, MAINTENANCE	EACH	26.00	\$ 40.00	\$ 1,040.00	-	\$ -	\$ -	\$ -	\$ -	\$ -	
71	DEMOLITION OF BUILDING STRUCTURES (STAIRS)	L.S.	1.00	\$ 1,500.00	\$ 1,500.00	1.00	\$ 1,500.00	\$ 1,500.00	\$ -	\$ -	\$ -	
72	MOBILIZATION	L.S.	1.00	\$ 275,000.00	\$ 275,000.00	1.00	\$ 275,000.00	\$ 175,000.00	\$ 100,000.00	\$ -	\$ -	
73	CONCRETE WASHOUT	LS	1.00	\$ 10,000.00	\$ 10,000.00	1.00	\$ 10,000.00	\$ 10,000.00	\$ -	\$ -	\$ -	
8001	20" Watermain Repair Work at Hudson	LS	1.00	\$ 12,699.58	\$ 12,699.58	1.00	\$ 12,699.58	\$ -	\$ -	\$ 12,699.58	\$ -	
8002	Storm Sewer Modifications at W 18th Street	LS	1.00	\$ 12,638.10	\$ 12,638.10	1.00	\$ 12,638.10	\$ 12,638.10	\$ -	\$ -	\$ -	
8003	Storm Sewer Intake Modifications	LS	1.00	\$ 10,340.00	\$ 10,340.00	1.00	\$ 10,340.00	\$ 10,340.00	\$ -	\$ -	\$ -	
8004	Cold Weather Protection	SY	1,127.00	\$ 2.00	\$ 2,254.00	1,127.00	\$ 2,254.00	\$ 2,254.00	\$ -	\$ -	\$ -	
Totals					\$ 2,701,986.88			\$ 2,522,457.82	\$ 1,745,980.16	\$ 100,000.00	\$ 576,917.83	\$ 99,559.83

Performance, Payment and Maintenance Bond

SURETY BOND NO. 107752086

KNOW ALL BY THESE PRESENTS:

That we, Peterson Contractors, Inc., as Principal (hereinafter the "Contractor" or "Principal" and Travelers Casualty and Surety Company of America 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 Two Million, Six Hundred Sixty Four Thousand, Fifty Five Dollars and Twenty Cents (\$ 2,664,055.20), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the _____ day of _____, 2023, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

**2023 Street Construction Project
Paving/ Subdrainage
Project RC-000-3299**

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

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

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

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

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

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

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

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

- D. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Owner including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Owner will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Owner incurs any “outlay and expense” in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Owner whole for all such outlay and expense, provided that the Surety’s obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be in the Iowa District Court for Black Hawk County, State of Iowa. If legal action is required by the Owner to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Owner, the Contractor and the Surety agree, jointly, and severally, to pay the Owner all outlay and expense incurred therefor by the Owner. All rights, powers, and remedies of the Owner hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Owner, by law. The Owner may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Project No. RC-000-3299

Witness our hands, in quadruplicate, this _____ day of _____, 2023.

Surety Countersigned By:

PRINCIPAL:

Not Required
Signature of Agent

Peterson Contractors, Inc.
Contractor

By: 
Signature
president
Title

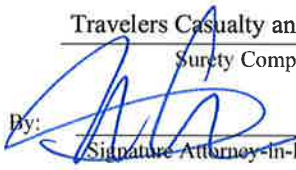
Printed Name of Agent

SURETY:

Company Name

Travelers Casualty and Surety Company of America
Surety Company

Company Address

By: 
Signature Attorney-in-Fact Officer & IA Resident Agent

City, State, Zip Code

Anne Crowner
Printed Name of Attorney-in-Fact Officer & IA Resident Agent

Company Telephone Number

Holmes, Murphy and Associates LLC
Company Name

2727 Grand Prairie Parkway

Company Address

Waukee, IA 50263

City, State, Zip Code

515-223-6800

Company Telephone Number

FORM APPROVED BY:

Attorney for Owner

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.



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Anne Crowner** of **WAUKEE**, **Iowa**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

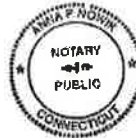
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, any Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this _____ day of _____




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

**DEPARTMENT OF PUBLIC WORKS**

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Daniel Laudick and City Council

FROM: David Wicke, PE, City Engineer

DATE: October 21, 2024

SUBJECT: Professional Services Agreement
Foth Infrastructure & Environment, LLC.
Katoski Drive Box Culvert Replacement Project
City Project Number: BR-265-3261
Supplemental Agreement No. 1

Submitted within for City Council approval is the Supplemental Agreement No. 1 to the Professional Services Agreement between the City of Cedar Falls and Foth Infrastructure and Environment, LLC. for the Katoski Drive Box Culvert Replacement Project. This Supplemental Agreement provides Right of Way services for the acquisition of temporary and permanent easements required for the project. Compensation for the services shall be on an hourly basis and in a total amount not to exceed \$9,350.

The City of Cedar Falls entered into a Professional Services Agreement with Foth Infrastructure and Environment, LLC. for the Katoski Drive Box Culvert Replacement Project on January 16th, 2024. The project will be funded by the Storm Water Fund.

The Engineering Division of the Public Works Department requests your consideration and approval of this Supplemental Agreement No. 1 with Foth Infrastructure and Environment, LLC. for the Katoski Drive Box Culvert Replacement Project.

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

xc: Chase Schrage, Public Works Director



DEPARTMENT OF PUBLIC WORKS

City of Cedar Falls
 220 Clay Street
 Cedar Falls, Iowa 50613
 www.cedarfalls.com

Engineering Division
Phone: 319-268-5161 Fax: 319-268-5197

SUPPLEMENTAL AGREEMENT NO. 1

Katoski Drive over Branch Black Hawk Creek Bridge Replacement Cedar Falls, Iowa City Project Number BR-265-3261

WHEREAS, a Professional Services Agreement was entered into by the City of Cedar Falls, Iowa (Client), and Foth Infrastructure and Environment, LLC (Consultant), of 411 6th Avenue SE, Suite 400, Cedar Rapids, Iowa 50401 dated January 18, 2024 for the professional services for the Katoski Drive over Branch Black Hawk Creek Bridge Replacement Project; and

WHEREAS, the Client and Consultant desire to amend the previous agreement to include Compensation for additional items required as a part of the Katoski Drive over Branch Black Hawk Creek Bridge Replacement Project,

NOW THEREFORE, it is mutually agreed to amend the original Professional Services Agreement as follows:

I. SCOPE OF SERVICES

The Scope of Services and basis for Compensation derivation are as follows:

Real estate services provided by subconsultant JCG Land Services for the acquisition of permanent and temporary easements from Marco Properties LLC.

II. COMPENSATION

Compensation for the Services shall be on an hourly basis in accordance with the hourly fees and other direct expenses in effect at the time the services are performed. Total compensation is a not to exceed fee of Nine Thousand Three Hundred Fifty Dollars (\$9,350) for the Scope of Service item 1. The compensation for this supplemental agreement will be added to the total from the original agreement.

III. In all other aspects, the obligations of the Client and Consultant shall remain as specified in the Professional Services Agreement dated January 18, 2024.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year written below.

APPROVED FOR CLIENT

APPROVED FOR CONSULTANT.

By: _____

By: Aaron Moniza _____

Printed Name: Danial Laudick _____

Printed Name: Aaron Moniza _____

Title: Mayor of Cedar Falls _____

Title: Senior Client Manager _____

Date: _____

Date: 9/20/24 _____



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor Daniel Laudick and City Council
FROM: Chris Sevy, AICP, Planner II
DATE: October 21, 2024
SUBJECT: Request to vacate a 5-foot easement on property at 1907 Valley High Drive

REQUEST: Vacation of 5-foot easement on property at 1907 Valley High Drive (VAC24-002)

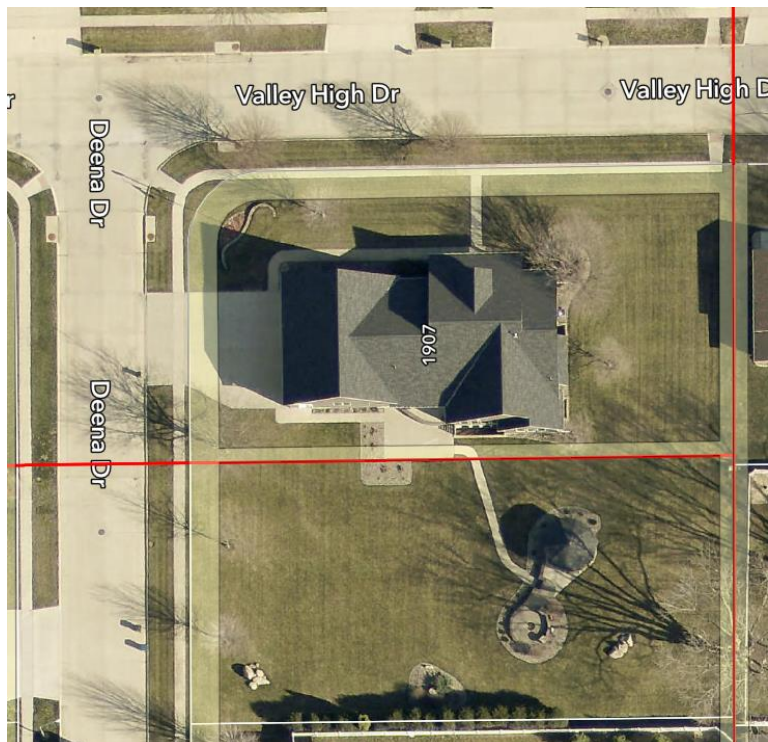
PETITIONER: James and Nicolette Wilson

LOCATION: Southeast corner of Deena Drive and Valley High Drive

PROPOSAL

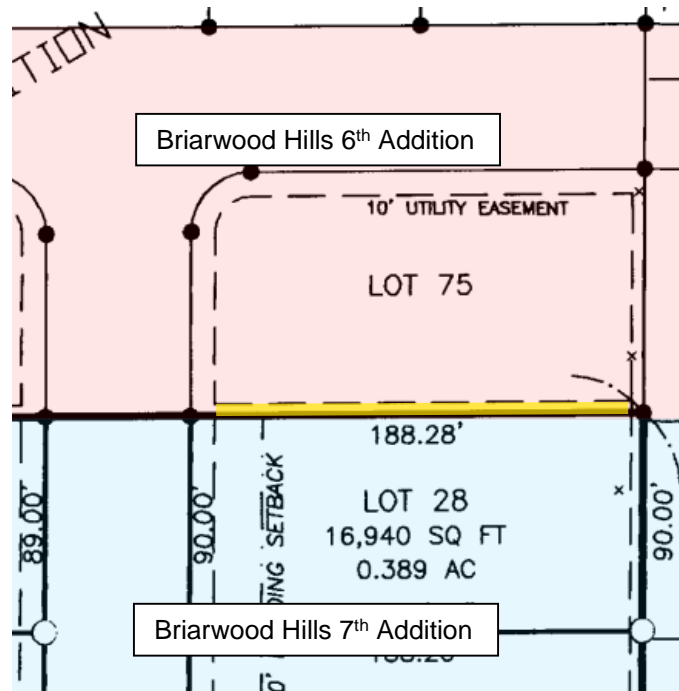
James and Nicolette Wilson submitted a request to vacate the 5-foot-wide utility easement that divides their property at 1907 Valley High Drive, which is located at the southeast corner of Deena Drive and Valley High Drive.

The Wilson's would like to construct a raised deck over the utility easement, so have requested that it be vacated, as there are no utilities running through this easement.



BACKGROUND

The Wilson's purchased Lot 75 of the Briarwood Hills 6th Addition in 2004. This lot was along the edge of the subdivision. As with many subdivisions there was a 5-foot utility easement established along the edge of the plat in case there was a need to run utilities as the area further developed. The Wilson's purchased the abutting lot (Briarwood Hills 7th Addition Lot 28) in 2007. The Wilson's combined the two lots under the address 1907 Valley High Drive.



ANALYSIS

In considering an easement vacation, several factors are reviewed:

1. *Is the easement needed for public use?*
The city has no public use or purpose for the easement.
2. *Is the easement needed for access to other easements or utility lines?*
Vacating this easement will not impact access to easements or utilities located on or adjacent to the owner's property. CFU and the City do not anticipate any future need to locate utilities in the easement.
3. *Are there any utilities within the easement that will need to be retained?*
The City of Cedar Falls and CFU do not have utilities located within the easement. The owners of the property are responsible for confirming that there are no private utilities within the easement.

TECHNICAL COMMENTS

The City's Technical Review Committee, which includes a representative from CFU, does not have any concerns or objections with the proposed easement vacation.

RECOMMENDATION

At their October 9, 2024 meeting the Planning and Zoning Commission discussed Case #VAC24-002, a request to vacate a utility easement at 1907 Valley High Drive, and unanimously (8 ayes and 0 nays) recommends approval of the proposed easement vacation.

Therefore, Staff now requests that the Council set a public hearing for November 4, 2024 to consider vacating the aforementioned easement located on property at 1907 Valley High Drive.

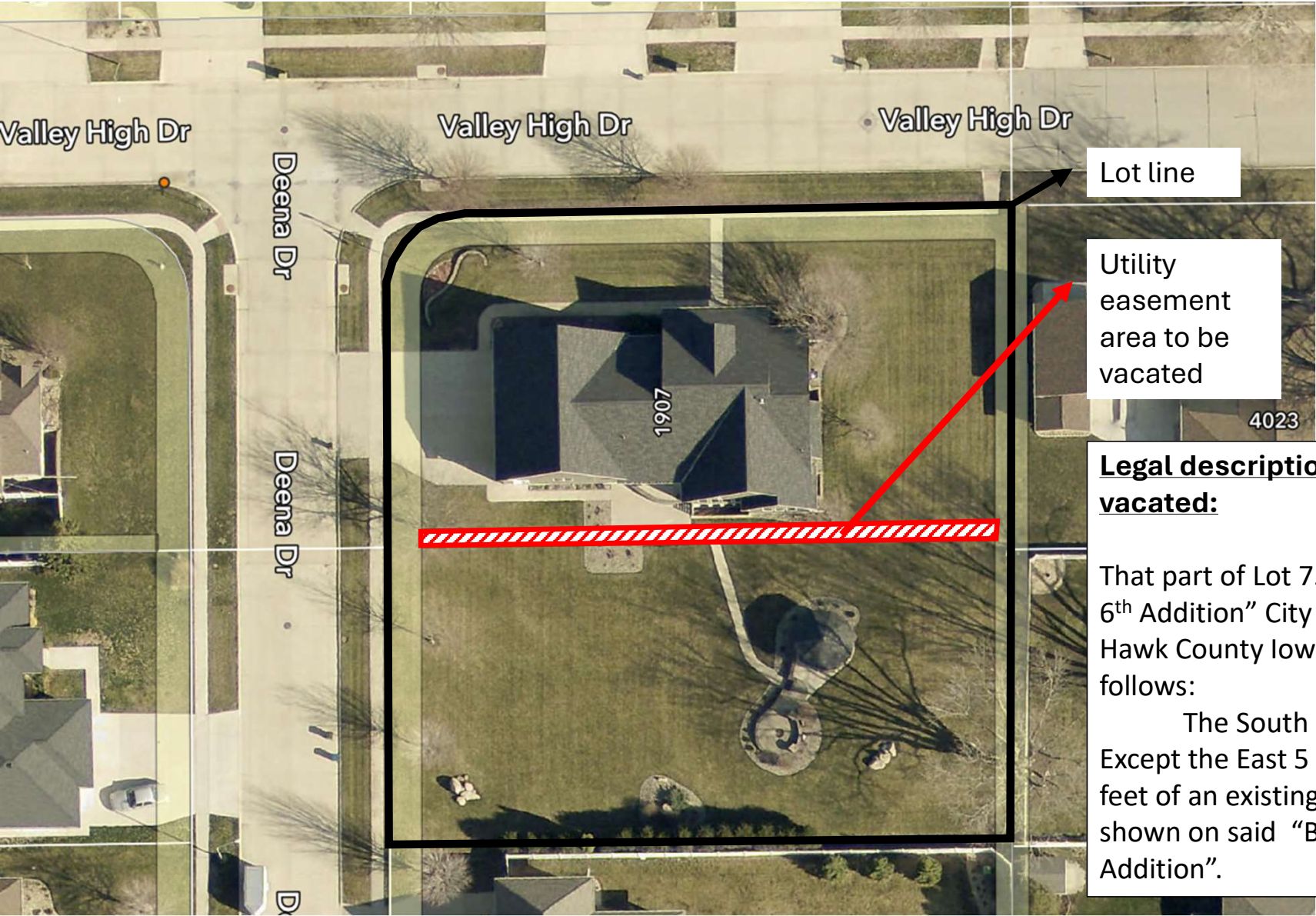
PLANNING & ZONING COMMISSION

Discussion
10/9/2024

The first item of business was the vacation of a utility easement at 1907 Valley High Drive (VAC24-002). Chair Hartley introduced the item and Mr. Sevy provided background information. He explained that the property owner would like to vacate a five-foot-wide utility easement that divides their property at 1907 Valley High Drive. They would like to construct a raised deck over the utility easement. He discussed the factors that need to be considered, including whether the easement is needed for public use, whether it is needed for access to other easements and utility lines and if there are utilities within the easement that will need to be retained. As the criteria is met for this request, staff recommends approval.

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

Attachments: Easement Vacation Exhibit



Lot line

Utility easement area to be vacated

Legal description of area to be vacated:

That part of Lot 75, "Briarwood Hills 6th Addition" City of Cedar Fall, Black Hawk County Iowa, described as follows:

The South 5 feet of said Lot 75, Except the East 5 feet and the West 10 feet of an existing utility easements as shown on said "Briarwood Hills 6th Addition".



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: October 11, 2024
SUBJECT: Transfer of Lot 18, West Viking Road Industrial Park Phase IV, City of Cedar Falls, Black Hawk County, Iowa (Contains 1.79 acres more or less)

Staff would like to request that a public hearing be scheduled for November 4, 2024 to address the proposed transfer of the above referenced City owned real estate to Odell Collision Center, LLC. The proposed project would consist of an approximate 12,000 square foot building to be constructed at the corner of Capital Way and Technology Place 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.



**Odell Collision Center, LLC
12,000 SF Shop Facility**

Item 36.

W. Viking Rd

**Target
Distribution
Center**

Venture Way

Production Dr

**Ashley
Furniture
Distribution
Center**

Bossard

Project Location

Capital Way

Zuidberg

**Hawkeye
Corrugated
Box**

**Target
Distribution
Center**

Technology Pkwy

**Cedar Falls
Public Works**



1" = 435'

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 ODELL COLLISION CENTER, LLC; AND (2) TO CONSIDER CONVEYANCE OF CERTAIN CITY-OWNED REAL ESTATE TO ODELL COLLISION CENTER, LLC, PURSUANT TO SAID PROPOSED AGREEMENT

WHEREAS, the City Council of the City of Cedar Falls, Iowa, has received a proposal from Odell Collision Center, 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 Odell Collision Center, 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 18, West Viking Road Industrial Park Phase IV, City of Cedar Falls, Black Hawk County, Iowa (Contains 1.79 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 \$1,917,000 for a period through December 31, 2035;

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 4th day of November, 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 Odell Collision Center, 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

**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: October 11, 2024
SUBJECT: Partial Property Tax Exemption for Amazon.Com Services, LLC – 6417 Innovation Drive

Staff would like to request that City Council set a date of public hearing for the above referenced project that was approved by a Development Agreement in August 2023. The requested date of public hearing will be November 4, 2024. Additional information regarding the partial property tax exemption and project status will be provided to City Council prior to the public hearing.

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



Amazon.Com Services, LLC
53,000 SF Industrial
Warehouse Facility

Item 37.

W. Viking Rd

S. Union Rd

Project Location



Venture Way

Development Dr

Innovation Dr

Frito-Lay

Hawkeye
Corrugated
Box

Technology Pkwy



1" = 440'

Prepared by: Shane Graham, Economic Development Coordinator, 220 Clay Street, Cedar Falls, IA 50613 (319) 273-8600

RESOLUTION NO. _____

RESOLUTION SETTING DATE OF PUBLIC HEARING AND DIRECTING PUBLICATION OF NOTICE OF PUBLIC HEARING ON A PROPOSED ORDINANCE GRANTING A PARTIAL PROPERTY TAX EXEMPTION TO AMAZON.COM SERVICES, LLC, FOR A NEW INDUSTRIAL USE WAREHOUSE FACILITY CONSTRUCTED AT 6417 INNOVATION DRIVE, CEDAR FALLS, IOWA

WHEREAS, a request was submitted by Amazon.com Services, LLC, to the City Council of the City of Cedar Falls, Iowa, to adopt an Ordinance granting a partial property tax exemption to Amazon.com Services, LLC, in connection with an industrial use warehouse facility constructed at 6417 Innovation Drive, Cedar Falls, Iowa, and

WHEREAS, the City Council has determined that a public hearing should be scheduled on said request, and notice of said public hearing should be published as required by law.

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

1. That the request of Amazon.com Services, LLC, to pass an Ordinance granting a partial property tax exemption to Amazon.com Services, LLC, in connection with a 53,600 square foot industrial use warehouse facility constructed on property located at 6417 Innovation Drive, Cedar Falls, Iowa, more particularly described as follows:

Lots 12 and 13, West Viking Road Industrial Park Phase V, City of Cedar Falls, Black Hawk County, Iowa (Contains 9.33 acres more or less).

2. That the City Clerk is hereby authorized and directed to publish notice of said public hearing in the Waterloo-Cedar Falls Courier once, not less than four (4) nor more than twenty (20) days before the date of said hearing.

INTRODUCED AND ADOPTED this 21st day of October, 2024.

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

CERTIFICATE

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

I, Kim Kerr, CMC, 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 Number _____ 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



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: October 11, 2024
SUBJECT: Partial Property Tax Exemption for Cedar Falls Partners, LLC – 6700 Innovation Drive

Staff would like to request that City Council set a date of public hearing for the above referenced project that was approved by a Development Agreement in September 2023. The requested date of public hearing will be November 4, 2024. Additional information regarding the partial property tax exemption and project status will be provided to City Council prior to the public hearing.

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



Cedar Falls Partners, LLC
87,000 SF Distribution
Warehouse Project

Item 38.

Amazon

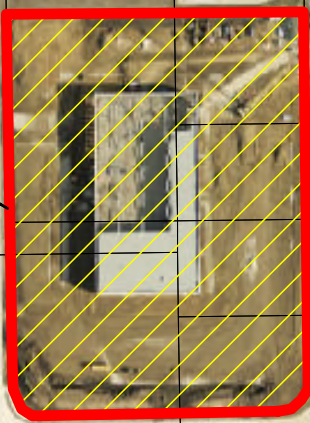
Venture Way

Innovation Dr

Development Dr

Bossard

Project Location



Capital Way

Hawkeye
Corrugated
Box

Technology Pkwy

D. LaPorte



1" = 445'

Prepared by: Shane Graham, Economic Development Coordinator, 220 Clay Street, Cedar Falls, IA 50613 (319) 273-8600

RESOLUTION NO. _____

RESOLUTION SETTING DATE OF PUBLIC HEARING AND DIRECTING PUBLICATION OF NOTICE OF PUBLIC HEARING ON A PROPOSED ORDINANCE GRANTING A PARTIAL PROPERTY TAX EXEMPTION TO CEDAR FALLS PARTNERS, LLC, FOR A NEW INDUSTRIAL USE WAREHOUSE FACILITY CONSTRUCTED AT 6700 INNOVATION DRIVE, CEDAR FALLS, IOWA

WHEREAS, a request was submitted by Cedar Falls Partners, LLC, to the City Council of the City of Cedar Falls, Iowa, to adopt an Ordinance granting a partial property tax exemption to Cedar Falls Partners, LLC, in connection with an industrial use warehouse facility constructed at 6700 Innovation Drive, Cedar Falls, Iowa, and

WHEREAS, the City Council has determined that a public hearing should be scheduled on said request, and notice of said public hearing should be published as required by law.

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

1. That the request of Cedar Falls Partners, LLC, to pass an Ordinance granting a partial property tax exemption to Cedar Falls Partners, LLC, in connection with an approximate 87,000 square foot industrial use warehouse facility constructed on property located at 6700 Innovation Drive, Cedar Falls, Iowa, more particularly described as follows:

Lot 17, West Viking Road Industrial Park Phase III; Lots 1, 2 and 3, West Viking Road Industrial Park Phase IV; Lots 17 and 18, West Viking Road Industrial Park Phase V, City of Cedar Falls, Black Hawk County, Iowa (Contains 11.79 acres more or less).

2. That the City Clerk is hereby authorized and directed to publish notice of said public hearing in the Waterloo-Cedar Falls Courier once, not less than four (4) nor more than twenty (20) days before the date of said hearing.

INTRODUCED AND ADOPTED this 21st day of October, 2024.

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

CERTIFICATE

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

I, Kim Kerr, CMC, 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 Number _____ 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

**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: October 11, 2024
SUBJECT: Partial Property Tax Exemption for McDonald Construction & Remodeling, LLC – 1701 Rail Way

Staff would like to request that City Council set a date of public hearing for the above referenced project that was approved by a Development Agreement in November 2023. The requested date of public hearing will be November 4, 2024. Additional information regarding the partial property tax exemption and project status will be provided to City Council prior to the public hearing.

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



McDonald Construction
& Remodeling, LLC
10,000 sq. ft. Industrial Building



Project Location



Rail Way

**East Central
Iowa Coop**

Leversee Rd

**Owen
Contracting**

Standard Distribution

Prepared by: Shane Graham, Economic Development Coordinator, 220 Clay Street, Cedar Falls, IA 50613 (319) 273-8600

RESOLUTION NO. _____

RESOLUTION SETTING DATE OF PUBLIC HEARING AND DIRECTING PUBLICATION OF NOTICE OF PUBLIC HEARING ON A PROPOSED ORDINANCE GRANTING A PARTIAL PROPERTY TAX EXEMPTION TO MCDONALD CONSTRUCTION & REMODELING, LLC, FOR A NEW INDUSTRIAL USE WAREHOUSE FACILITY CONSTRUCTED AT 1701 RAIL WAY, CEDAR FALLS, IOWA

WHEREAS, a request was submitted by McDonald Construction & Remodeling, LLC, to the City Council of the City of Cedar Falls, Iowa, to adopt an Ordinance granting a partial property tax exemption to McDonald Construction & Remodeling, LLC, in connection with an industrial use warehouse facility constructed at 1701 Rail Way, Cedar Falls, Iowa, and

WHEREAS, the City Council has determined that a public hearing should be scheduled on said request, and notice of said public hearing should be published as required by law.

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

1. That the request of McDonald Construction & Remodeling, LLC, to pass an Ordinance granting a partial property tax exemption to McDonald Construction & Remodeling, LLC, in connection with an approximate 10,000 square foot industrial use warehouse facility constructed on property located at 1701 Rail Way, Cedar Falls, Iowa, more particularly described as follows:

Lot 15, Northern Cedar Falls Industrial Park Phase I Addition, City of Cedar Falls, Black Hawk County, Iowa (Contains 2.04 acres more or less).

2. That the City Clerk is hereby authorized and directed to publish notice of said public hearing in the Waterloo-Cedar Falls Courier once, not less than four (4) nor more than twenty (20) days before the date of said hearing.

INTRODUCED AND ADOPTED this 21st day of October, 2024.

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

CERTIFICATE

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

I, Kim Kerr, CMC, 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 Number _____ duly and legally adopted by the City Council of said City on the _____ day of _____, 2024.

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

Kim Kerr
City Clerk of Cedar Falls, Iowa

**DEPARTMENT OF PUBLIC WORKS**

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Daniel Laudick and City Council

FROM: Tom Bitter, Principal Engineer, PE

DATE: October 14, 2024

SUBJECT: Seerley Park Project
City Project Number: PI-107-3303
Request for PS&E Approval

Submitted within for City Council approval are the Plans, Specifications, and Estimate of Costs and Quantities for the Seerley Park Project.

We recommend setting *Monday, November 4th, 2024*, at 7:00pm as the date and time for the public hearing on this project and *Friday, November 22nd, 2024*, at 10am as the date and time for receiving and opening bids. We also request that the Notice to Bidders be published by *Saturday, October 26th, 2024*. The Plans and Specifications will be ready for distribution to contractors on *Tuesday, October 22nd, 2024*, via QuestCDN, allowing more than two (2) weeks of review before contract letting.

This project involves the construction of a play area in Seerley Park that will provide recreation opportunities for individuals of all ages. The plans will include play equipment, safety surfacing, fencing, etc. This project is to be completed in August of 2025.

The total estimated cost for the construction of this project is \$475,150.60. The project will be funded by private donations and Cell Tower Lease Funds.

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

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

Seerley Park Improvements

Cedar Falls, Iowa
Preliminary Cost Opinion

10/11/24

BID ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Mobilization	1	LS	\$50,000	\$50,000.00
2	Construction Fence Around Tree Drip Lines	1,653	LF	\$4.00	\$6,612.00
3	Temporary Erosion & Sediment Control	1	LS	\$5,000	\$2,000.00
4	Erosion Control	1,170	LF	\$3.50	\$4,095.00
5	Excavation, Class 10	825	CY	\$8.00	\$6,600.00
6	Site Grading	3,044	CY	\$3.00	\$9,132.00
7	Imported Black Dirt	133	CY	\$25.00	\$3,325.00
8	Modified Subbase	307	SY	\$8.50	\$2,609.50
9	PCC Sidewalk & Gazebo Pad, 4"	307	SY	\$50.00	\$15,350.00
10	Concrete Curbs for Playground Turf	270	LF	\$21.00	\$5,670.00
11	Footings for Gazebo	1	LS	\$10,000.00	\$10,000.00
12	Subdrain, 4" Perf. HDPE	301.5	LF	\$8.00	\$2,412.00
13	Subdrain Collector, 8" Perf. HDPE	228	LF	\$30.00	\$6,840.00
14	Subdrain Cleanouts	9	EA	\$750.00	\$6,750.00
15	Subdrain Connections	8	EA	\$150.00	\$1,200.00
16	Metal Pipe Apron & Guard	1	EA	\$500.00	\$500.00
18	Playground Grass Safety Surfacing – Includes fabric, pad, modified subbase	5,070	SF	\$21.00	\$106,470.00
19	Ornamental Fence – 4'	370	LF	\$55.00	\$20,350.00
20	Entrance Gate – 4' x 8'	1	LS	\$2,500.00	\$2,500.00
21	Entrance Columns	2	EA	\$6,000	\$12,000

22	Landscape Bed Edging	262	LF	\$8.00	\$2,096.00
23	Play Equipment & Installation	1	LS	\$108,800.00	\$108,800.00
24	4' Bench	5	EA	\$1,500.00	\$7,500.00
25	Trash Receptacle	2	EA	\$1,400.00	\$2,800.00
27	Shrubs	70	EA	\$60.00	\$4,200.00
28	Perennials	136	EA	\$20.00	\$2,750.00
29	Turfgrass Seeding	28,801	SF	\$.08	\$2,304.08

CONSTRUCTION SUBTOTAL: \$404,865.60

ADD ALTERNATE NO. 1 (GAZEBO MATERIALS & INSTALLATION): \$70,285.00

SUBTOTAL AFTER ADD ALTERNATE: \$475,150.60



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: October 14, 2024
SUBJECT: Proposed Ordinance removing Industrial Park Urban Renewal Area Amendment No. 2 from the Division of Taxes

Attached to this memo you will find a proposed Ordinance which amends several existing ordinances that have been adopted to provide for the division of taxes within the Unified Urban Renewal Area. One of these areas, Industrial Park Urban Renewal Area No. 2 (see attached map), will reach its 20-year time limit to allow for the division of tax increment at the end of FY25. Therefore, the City must adopt an ordinance to stop the division of taxes within this area effective July 1, 2025. Although this area doesn't expire until July 1, 2025, the County Auditor's Office has asked that the ordinance be adopted by December, in order to help them complete their valuations and adjust the valuation that will go back onto the tax rolls in FY26.

Staff recommends approving the attached Ordinance to amend the current ordinances and stop the division of taxes within the described area, effective July 1, 2025.

If you have any questions regarding the proposed ordinance, please let me know.

xc: Ron Gaines, PE, City Administrator
Jennifer Rodenbeck, Director of Finance and Business Operations
Kevin Rogers, City Attorney



**Removal of Urban Renewal
Area from Division of Taxes
Effective 07-01-25**

Item 41.



Area to be Removed from
the Division of Taxes

W. Viking Rd

Venture Way

Production Dr

Capital Way

Development Dr

Technology Pkwy

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NOS. 1923, 2122, 2461, 2696, 2785, 2923, AND 2953, AND PROVIDING THAT GENERAL PROPERTY TAXES SHALL NO LONGER BE DIVIDED **ON CERTAIN PROPERTY** LOCATED WITHIN THE AMENDED CEDAR FALLS UNIFIED HIGHWAY 58 CORRIDOR URBAN RENEWAL AREA, IN THE CITY OF CEDAR FALLS, COUNTY OF BLACK HAWK, STATE OF IOWA (**REMOVING** “**INDUSTRIAL PARK URBAN RENEWAL AREA AMENDMENT NO. 2 (2003)**” FROM **DIVISION OF TAXES ONLY-EFFECTIVE 7-1-25**)

WHEREAS, the City Council of the City of Cedar Falls, State of Iowa, has heretofore, in Ordinance Nos. 1923, 2122, 2461, and 2696 provided for the division of taxes within two Cedar Falls Urban Renewal Areas: (1) Cedar Falls Industrial Park Urban Renewal Area (1990), amended by Expanded Industrial Park Urban Renewal Area (1995) Amendment No. 1 and also amended by Cedar Falls Industrial Park Urban Renewal Area (2003) Amendment No. 2; and (2) Northern Cedar Falls Industrial Park Urban Renewal Area (2009), pursuant to Iowa Code Section 403.19; and

WHEREAS, the foregoing listed two urban renewal areas have now been linked or unified into one Urban Renewal Area and renamed the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area (“Area” or “Urban Renewal Area”) by Resolution No. 18,377 on December 10, 2012; and

WHEREAS, the City Council of the City of Cedar Falls, State of Iowa, has heretofore, in Ordinance Nos. 2785, 2923, and 2953, provided for the division of taxes within the Urban Renewal Area, pursuant to Section 403.19, Code of Iowa; and

WHEREAS, the City Council of the City of Cedar Falls has determined that in order to fulfill the purposes, objectives and projects for the Urban Renewal Area, and comply with the Urban Renewal Law, certain portions of the Urban Renewal Area must be removed from Ordinance Nos. 1923, 2122, 2461, 2696, 2785, 2923, and 2953 and no longer subject to the division of taxes under Section 403.19 of the Code of Iowa.

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

Section 1: That, as of July 1, 2025, the following portion (the “Industrial Park Urban Renewal Area Amendment No. 2 (2003)” or the “Removed Property”) of the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area shall be removed from the application of Ordinance Nos. 1923, 2122, 2461, 2696, 2785, 2923, and 2953, and shall no longer be subject to the division of taxes under Section 403.19 of the Code of Iowa described in said Ordinances:

- a) Industrial Park Urban Renewal Area Amendment No. 2 (2003)

The Northeast Quarter (NE1/4) and the North One-half (N1/2) of the North One-half (N1/2) of the Southeast Quarter (SE1/4) of Section Thirty-four (34), Township Eighty-nine (89) North, Range Fourteen (14) West of the 5th P.M., Black Hawk County, Iowa, except the following described parcels:

Parcel 1: The East Eight Hundred Forty-three (843) feet of the West One Thousand Eighty-three (1,083) feet of the North Five Hundred Fifty (550) feet of the Northeast Quarter (NE1/4) of Section Thirty-four (34), Township Eighty-nine (89) North, Range Fourteen (14) West of the 5th P.M., Black Hawk County, Iowa;

Parcel 2: The West Two Hundred Forty (240) feet of the North Five Hundred Fifty (550) feet of the Northeast Quarter (NE1/4) of Section Thirty-four (34), Township Eighty-nine (89) North, Range Fourteen (14) West of the 5th P.M. Black Hawk County, Iowa; and

Parcel 3: Commencing at the Northeast corner of the said Section 34; thence South 00 degrees 39 minutes 19 seconds East, on the East line of the Northeast Quarter of Section 34, 70.00 feet, to the point of beginning; thence continuing South 00 degrees 39 minutes 19 seconds East on the East line of the Northeast Quarter of said Section 34, 1,888.00 feet; thence South 89 degrees 19 minutes 13 seconds West, 85.00 feet; thence North 00 degrees 39 minutes 19 seconds West, 1,888.00 feet, to the present South right-of-way line of Viking Road; thence North 89 degrees 19 minutes 13 seconds East, on the present South right-of-way line of Viking Road, 85.00 feet, to the point of beginning. The East line of the Northeast Quarter of said Section 34 is assumed to bear South 00 degrees 39 minutes 19 seconds East for the purpose of this description, and

A parcel of land located in the Northeast 1/4 of the Northeast 1/4 and the Southeast 1/4 of the Northeast 1/4 of Section 34, Township 89 North, Range 14 West of the Fifth Principal Meridian, Black Hawk County, Iowa, more particularly described as follows:

Commencing at the Northeast corner of said Section 34; thence South 00°39'19" East on the East line of the Northeast 1/4 of said Section 34 a distance of 70.00 feet to the point of beginning of the parcel herein described; thence continuing South 00°39'19" East on the East line of the Northeast 1/4 of said Section 34 a distance of 1,888.00 feet; thence South 89°19'13" West a distance of 85.00 feet; thence North 00°39'19" West a distance of 1,888.00 feet to the present South right-of-way line of Viking Road; thence North 89°19'13" East on the present South right-of-way line of Viking Road a distance of 85.00 feet to the point of beginning; containing 3.68 acres.

Basis of Bearings: The East line of the Northeast 1/4 of said Section 34 is assumed to bear South 00°39'19" East for the purpose of this description.

A parcel of land located in the Northeast 1/4 of the Northeast 1/4 of Section 34, Township 89 North, Range 14 West of the Fifth Principal Meridian, Black Hawk County, Iowa, more particularly described as follows:

Beginning at the Northeast corner of said Section 34; thence South 00°39'19" East on the East line of the Northeast 1/4 of said Section 34 a distance of 70.00 feet; thence South 89°19'13" West a distance of 85.00 feet; thence North 80°54'49" West a distance of 218.13 feet to the present South right-of-way line of Viking Road; thence North 00°40'47" West a distance of 33.00 feet to the North line of the Northeast 1/4 of said Section 34; thence North 89°19'13" East on the North line of the Northeast 1/4 of said Section 34 a distance of 300.00 feet to the point of beginning; containing 0.39 acre, of which 0.23 acre is within existing road right-of-way.

Basis of Bearings: The East line of the Northeast 1/4 of said Section 34 is assumed to bear South 00°39'19" East for the purpose of this description.

Section 2. That the City's collection of taxes divided under Iowa Code Section 403.19 on the Removed Property, as described above, shall continue through the end of the City's 2024-2025 fiscal year.

Section 3. That all other portions of the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area shall be and remain subject to all of the provisions of Ordinance Nos. 1923, 2122, 2461, 2696, 2785, 2923, and 2953; that the base value for the property remaining subject to the division of revenue shall remain unchanged by this Ordinance; and that except as amended herein, Ordinance Nos. 1923, 2122, 2461, 2696, 2785, 2923, and 2953 shall remain in full force and effect.

Section 4. That nothing herein shall be interpreted as altering the boundaries or removing any property from the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area (for purposes of clarity, while the Removed Property is no longer subject to the division of revenue provided for in Iowa Code section 403.19, the Removed Property remains a part of Cedar Falls Unified Highway 58 Corridor Urban Renewal Area).

Section 5. That if any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 6. That all ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 7. This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

PASSED AND APPROVED this _____ day of _____, 2024.

Mayor

ATTEST:

City Clerk

Read First Time: _____, 2024

Read Second Time: _____, 2024

Read Third Time: _____, 2024

PASSED AND APPROVED: _____, 2024.

I, _____, City Clerk of the City of Cedar Falls, State of Iowa, hereby certify that the above and foregoing is a true copy of Ordinance No. _____ passed and approved by the City Council of the City at a meeting held _____, 2024, signed by the Mayor on _____, 2024, and published in the Waterloo-Cedar Falls Courier on _____, 2024.

City Clerk, City of Cedar Falls, State of Iowa

(SEAL)

DAILY INVOICES FOR 10/21/24 COUNCIL MEETING

Item 42.

PREPARED 10/15/2024, 7:58:59
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 1
 ACCOUNTING PERIOD 03/2025

GROUP	PO	ACCTG	----TRANSACTION----			DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION		BALANCE
								POST DT
FUND 101 GENERAL FUND								
101-0000-213.00-00						CURRENT LIABILITY / SALES TAX PAYABLE		
470		03/25 AP		09/09/24	0007651	IOWA DEPT.OF REVENUE MONTHLY SALES TAX RECREATION	2,322.43	10/02/24
ACCOUNT TOTAL						2,322.43	.00	2,322.43
101-1008-441.64-02						INSURANCE / HEALTH INS. REIMBURSEMENT		
470		03/25 AP		09/12/24	0007656	ISOLVED BENEFIT SERVICES, INC HEALTH INS. REIMBURSEMENT	123.08	10/02/24
ACCOUNT TOTAL						123.08	.00	123.08
101-1008-441.83-04						TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS		
590		04/25 AP		10/02/24	0400642	IMFOA ADD'L MEMB. DUES-K.KERR BENEFITED MEMBER	30.00	10/04/24
ACCOUNT TOTAL						30.00	.00	30.00
101-1026-441.83-06						TRANSPORTATION&EDUCATION / EDUCATION		
651		04/25 AP		10/09/24	0400677	CEDAR FALLS, CITY OF REG:FALL DEI-RODENBECK CEDAR FALLS	40.00	10/10/24
ACCOUNT TOTAL						40.00	.00	40.00
101-1028-441.89-17						MISCELLANEOUS SERVICES / BANK SERVICE CHARGES		
470		03/25 AP		09/30/24	0007646	FARMERS STATE BANK OUTGOING WIRE FEE LINCOLN SAVINGS BANK CD	20.00	10/02/24
470		03/25 AP		09/30/24	0007647	FARMERS STATE BANK OUTGOING WIRE FEE COLLINS CREDIT UNION CD	20.00	10/02/24
470		03/25 AP		09/18/24	0007645	FARMERS STATE BANK VOYA OUTGOING WIRE 09/20/24 PAYROLL	20.00	10/02/24
470		03/25 AP		09/04/24	0007648	FARMERS STATE BANK VOYA OUTGOING WIRE FEE 09/06/24 PAYROLL	20.00	10/02/24
ACCOUNT TOTAL						80.00	.00	80.00
101-1038-441.64-02						INSURANCE / HEALTH INS. REIMBURSEMENT		
470		03/25 AP		09/12/24	0007656	ISOLVED BENEFIT SERVICES, INC HEALTH INS. REIMBURSEMENT	427.38	10/02/24
ACCOUNT TOTAL						427.38	.00	427.38
101-1038-441.81-09						PROFESSIONAL SERVICES / HUMAN RIGHTS COMMISSION		
590		04/25 AP		10/03/24	0400658	TIM COMBS	60.00	10/04/24

PREPARED 10/15/2024, 7:58:59
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 2
ACCOUNTING PERIOD 03/2025

GROUP	PO	ACCTG	----	TRANSACTION	----				CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE
									POST DT
FUND 101 GENERAL FUND									
101-1038-441.81-09 PROFESSIONAL SERVICES / HUMAN RIGHTS COMMISSION						continued			
HRC FALL SUMMIT PRESENTER									
PROJECT#:	749								
590	04/25 AP	10/03/24	0400640	CHARLIE GROVE	60.00				10/04/24
HRC FALL SUMMIT PRESENTER									
PROJECT#:	749								
590	04/25 AP	10/03/24	0400645	JONI HANSEN	60.00				10/04/24
HRC FALL SUMMIT PRESENTER									
PROJECT#:	749								
590	04/25 AP	10/03/24	0400644	JAYME RENFRO	100.00				10/04/24
HRC FALL SUMMIT PRESENTER									
PROJECT#:	749								
590	04/25 AP	10/03/24	0400656	TEION SALES	100.00				10/04/24
HRC FALL SUMMIT PRESENTER									
PROJECT#:	749								
590	04/25 AP	10/03/24	0400657	TERESA TJADEN	60.00				10/04/24
HRC FALL SUMMIT PRESENTER									
PROJECT#:	749								
590	04/25 AP	10/03/24	0400647	LEKEISHA VEASLEY	60.00				10/04/24
HRC FALL SUMMIT PRESENTER									
PROJECT#:	749								
ACCOUNT TOTAL							500.00	.00	500.00
101-1038-441.81-32 PROFESSIONAL SERVICES / TUITION ASSISTANCE									
590	04/25 AP	09/30/24	0400653	SHAFFER, SAM	1,335.00				10/04/24
				TUITION REIMBURSEMENT					CRISIS COMM. & LDRSHP.
ACCOUNT TOTAL							1,335.00	.00	1,335.00
101-1038-441.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)									
651	04/25 AP	09/27/24	0400672	BALVANZ, BRENDA	116.88				10/10/24
				RMB:TRAVEL-STATE CONF.					CORALVILLE
573	04/25 AP	09/20/24	0400611	NAACP - BLACK HAWK COUNTY	50.00				10/02/24
				FREEDOM FUND BANQUET					10/19/24
ACCOUNT TOTAL							166.88	.00	166.88
101-1038-441.89-82 MISCELLANEOUS SERVICES / SECTION 105									
470	03/25 AP	09/06/24	0007657	ISOLVED BENEFIT SERVICES, INC	741.75				10/02/24
				CAFE ADMIN FEE-AUG'24					
ACCOUNT TOTAL							741.75	.00	741.75
101-1060-423.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT									
470	03/25 AP	09/12/24	0007656	ISOLVED BENEFIT SERVICES, INC	12.59				10/02/24

PREPARED 10/15/2024, 7:58:59
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 3
 ACCOUNTING PERIOD 03/2025

GROUP	PO	ACCTG	----	TRANSACTION	----				CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE
									POST DT
FUND 101 GENERAL FUND									
101-1060-423.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT continued									
HEALTH INS. REIMBURSEMENT									
ACCOUNT TOTAL							12.59	.00	12.59
101-1060-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
470		03/25 AP		09/05/24	0007644	FARMERS STATE BANK	20.00		10/02/24
						OUTGOING WIRE FEE			PERCUSSION PLAY PAYMENT
ACCOUNT TOTAL							20.00	.00	20.00
101-1060-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
470		03/25 AP		09/03/24	0007673	PROFESSIONAL SOLUTIONS	60.49		10/02/24
						AUGUST CREDIT CARD FEES			
ACCOUNT TOTAL							60.49	.00	60.49
101-1060-423.89-34 MISCELLANEOUS SERVICES / ENDOWMENT SUPPORTED PROG.									
470		03/25 AP		09/05/24	0007659	PERCUSSION PLAY LTD	26,471.20		10/02/24
						CFPL MUSIC GARDEN			BUILDING 2 RMB
ACCOUNT TOTAL							26,471.20	.00	26,471.20
101-1158-441.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)									
573		04/25 AP		09/20/24	0400604	CRISMAN, HANNAH	230.71		10/02/24
						RMB:HOTEL-ANN.CONF.-ILC			SIOUX CITY
573		04/25 AP		09/20/24	0400606	GANFIELD, DUSTIN	758.29		10/02/24
						RMB:TRAVEL-ANN.CONF.-ILC			SIOUX CITY
670		03/25 AP		09/20/24	0400604	CRISMAN, HANNAH		230.71	10/14/24
						ACCOUNT CORRECTION			RMB:HOTEL-ANN.CONF.-ILC
670		03/25 AP		09/20/24	0400606	GANFIELD, DUSTIN		758.29	10/14/24
						ACCOUNT CORRECTION			RMB:TRAVEL-ANN.CONF.-ILC
ACCOUNT TOTAL							989.00	989.00	.00
101-1168-441.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)									
651		04/25 AP		09/20/24	0400679	KRUSE, DARYL	880.13		10/10/24
						RMB:TRAVEL-ANN.CONF.-ILC			SIOUX CITY
670		03/25 AP		09/20/24	0400604	CRISMAN, HANNAH	230.71		10/14/24
						RMB:HOTEL-ANN.CONF.-ILC			SIOUX CITY
670		03/25 AP		09/20/24	0400606	GANFIELD, DUSTIN	758.29		10/14/24
						RMB:TRAVEL-ANN.CONF.-ILC			SIOUX CITY
ACCOUNT TOTAL							1,869.13	.00	1,869.13

PREPARED 10/15/2024, 7:58:59
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 4
ACCOUNTING PERIOD 03/2025

GROUP	PO	ACCTG	-----TRANSACTION-----			DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION		BALANCE
								POST DT
FUND 101 GENERAL FUND								
101-1199-441.81-03 PROFESSIONAL SERVICES / RECORDING FEES								
651		04/25 AP		10/09/24	0400674	BLACK HAWK CO.RECORDER	62.00	10/10/24
		RCD:NTC.FNL.ASSESS.PROC.				DEVRIES-887 MAUCKER RD.		
651		04/25 AP		10/09/24	0400674	BLACK HAWK CO.RECORDER	47.00	10/10/24
		RCD:NTC.FNL.ASSESS.PROC.				OSHITA-1119 CALUMETT DR.		
651		04/25 AP		10/09/24	0400674	BLACK HAWK CO.RECORDER	52.00	10/10/24
		RCD:NTC.FNL.ASSESS.PROC.				STEENSEN-1309 STATE ST.		
651		04/25 AP		10/09/24	0400674	BLACK HAWK CO.RECORDER	77.00	10/10/24
		RCD:NTC.FNL.ASSESS.PROC.				D.BUSHBY-2013 MAPLEWOOD		
651		04/25 AP		10/09/24	0400674	BLACK HAWK CO.RECORDER	52.00	10/10/24
		RCD:NTC.FNL.ASSESS.PROC.				RED DOT-5719 WESTMINSTER		
651		04/25 AP		10/09/24	0400674	BLACK HAWK CO.RECORDER	52.00	10/10/24
		RCD:NTC.FNL.ASSESS.PROC.				RED DOT-6000 CHANCELLOR		
573		04/25 AP		10/02/24	0400602	BLACK HAWK CO.RECORDER	17.00	10/02/24
		RCD:RESOLUTION #23,781				FOGARTY WARRANTY DEED		
573		04/25 AP		10/02/24	0400602	BLACK HAWK CO.RECORDER	5.00	10/02/24
		RCD:DEED FEE-FOGARTY						
		ACCOUNT TOTAL					364.00	.00 364.00
101-1199-441.89-13 MISCELLANEOUS SERVICES / CONTINGENCY								
590		04/25 AP		09/20/24	0400639	CEDAR FALLS UTILITIES	160.36	10/04/24
		UTILITIES THRU 09/20/24						
470		03/25 AP		09/03/24	0007664	PROFESSIONAL SOLUTIONS	32.41	10/02/24
		AUGUST CREDIT CARD FEES						
		ACCOUNT TOTAL					192.77	.00 192.77
101-2205-432.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT								
470		03/25 AP		09/12/24	0007656	ISOLVED BENEFIT SERVICES, INC	14.04	10/02/24
		HEALTH INS. REIMBURSEMENT						
		ACCOUNT TOTAL					14.04	.00 14.04
101-2235-412.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES								
470		03/25 AP		09/03/24	0007668	PROFESSIONAL SOLUTIONS	874.62	10/02/24
		AUGUST CREDIT CARD FEES						
470		03/25 AP		09/03/24	0007669	PROFESSIONAL SOLUTIONS	470.13	10/02/24
		AUGUST CREDIT CARD FEES						
		ACCOUNT TOTAL					1,344.75	.00 1,344.75
101-2253-423.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT								
470		03/25 AP		09/12/24	0007656	ISOLVED BENEFIT SERVICES, INC	12.70	10/02/24
		HEALTH INS. REIMBURSEMENT						
		ACCOUNT TOTAL					12.70	.00 12.70

PREPARED 10/15/2024, 7:58:59
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 5
ACCOUNTING PERIOD 03/2025

GROUP	PO	ACCTG	-----TRANSACTION-----					CURRENT	
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	
								BALANCE	
								POST DT	
FUND 101 GENERAL FUND									
101-2253-423.81-01						PROFESSIONAL SERVICES / PROFESSIONAL SERVICES			
590		04/25 AP		10/01/24	0400637	BOOTH, CARSON	108.00		10/04/24
						YOUTH SPORTS OFFICIATING			
590		04/25 AP		10/01/24	0400651	MILLER, ELIJAH WADE	144.00		10/04/24
						YOUTH SPORTS OFFICIATING			
590		04/25 AP		10/01/24	0400652	SCHIPPER, JOSHUA	108.00		10/04/24
						YOUTH SPORTS OFFICIATING			
						ACCOUNT TOTAL	360.00	.00	360.00
101-2253-423.85-01 UTILITIES / UTILITIES									
590		04/25 AP		09/20/24	0400639	CEDAR FALLS UTILITIES	436.69		10/04/24
						UTILITIES THRU 09/20/24			
						ACCOUNT TOTAL	436.69	.00	436.69
101-2253-423.89-14 MISCELLANEOUS SERVICES / REFUNDS									
667		04/25 AP		10/01/24	0400686	AMANDA KRAMBEER	75.00		10/14/24
						REFUND-SHELTER DEPOSIT RE-ISSUE CK#398671			
						ACCOUNT TOTAL	75.00	.00	75.00
101-2253-423.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES									
470		03/25 AP		09/03/24	0007671	PROFESSIONAL SOLUTIONS	328.66		10/02/24
						AUGUST CREDIT CARD FEES			
470		03/25 AP		09/03/24	0007672	PROFESSIONAL SOLUTIONS	981.77		10/02/24
						AUGUST CREDIT CARD FEES			
470		03/25 AP		09/03/24	0007674	PROFESSIONAL SOLUTIONS	844.99		10/02/24
						AUGUST CREDIT CARD FEES			
470		03/25 AP		09/03/24	0007665	PROFESSIONAL SOLUTIONS	408.12		10/02/24
						AUGUST CREDIT CARD FEES			
						ACCOUNT TOTAL	2,563.54	.00	2,563.54
101-2280-423.89-14 MISCELLANEOUS SERVICES / REFUNDS									
651		04/25 AP		10/01/24	0400676	BRIDGETTE MONAGHAN	587.50		10/10/24
						REFUND-RENTAL/SEC.DEPOSIT 50% REFUND			
						ACCOUNT TOTAL	587.50	.00	587.50
101-2280-423.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES									
470		03/25 AP		09/03/24	0007666	PROFESSIONAL SOLUTIONS	53.47		10/02/24
						AUGUST CREDIT CARD FEES			
470		03/25 AP		09/03/24	0007665	PROFESSIONAL SOLUTIONS	61.23		10/02/24
						AUGUST CREDIT CARD FEES			

PREPARED 10/15/2024, 7:58:59
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 6
 ACCOUNTING PERIOD 03/2025

GROUP	PO	ACCTG	-----TRANSACTION-----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 101 GENERAL FUND									
101-2280-423.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES						continued			
ACCOUNT TOTAL							114.70	.00	114.70
101-4511-414.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT									
470		03/25 AP		09/12/24	0007656	ISOLVED BENEFIT SERVICES, INC	16.83		10/02/24
HEALTH INS. REIMBURSEMENT									
ACCOUNT TOTAL							16.83	.00	16.83
101-4511-414.85-01 UTILITIES / UTILITIES									
590		04/25 AP		09/20/24	0400639	CEDAR FALLS UTILITIES	282.58		10/04/24
UTILITIES THRU 09/20/24									
ACCOUNT TOTAL							282.58	.00	282.58
101-5521-415.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT									
470		03/25 AP		09/12/24	0007656	ISOLVED BENEFIT SERVICES, INC	215.19		10/02/24
HEALTH INS. REIMBURSEMENT									
ACCOUNT TOTAL							215.19	.00	215.19
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
590		04/25 AP		09/20/24	0400639	CEDAR FALLS UTILITIES	38.03		10/04/24
UTILITIES THRU 09/20/24									
ACCOUNT TOTAL							38.03	.00	38.03
101-5521-415.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT									
573		04/25 AP		09/27/24	0400609	KRAMER, JOHN	78.99		10/02/24
RMB:BIPOD SLING SWIVEL						HIS BROKE-NEEDED FOR TRNG			
608		04/25 AP		08/28/24	0400661	CREIGHTON, RASDASHEIN JOVAN	41.09		10/08/24
RMB:OPT.EQUIP.-CUFF CASE						AMAZON.COM			
608		04/25 AP		08/26/24	0400661	CREIGHTON, RASDASHEIN JOVAN	124.12		10/08/24
RMB:OPT.EQUIP.-CUFFS/CASE						AMAZON.COM			
ACCOUNT TOTAL							244.20	.00	244.20
101-5521-415.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)									
573		04/25 AP		09/27/24	0400609	KRAMER, JOHN	142.99		10/02/24
RMB:TRAVEL-SNIPER CERT.						MONTEZUMA			
573		04/25 AP		09/20/24	0400608	JANIKOWSKI, KYLE	227.09		10/02/24
RMB:TRAVEL-BASIC TACT.SCH						ST.CLOUD, MN			
573		04/25 AP		09/20/24	0400601	BALTES, THOMAS	195.54		10/02/24

PREPARED 10/15/2024, 7:58:59
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 7
 ACCOUNTING PERIOD 03/2025

GROUP	PO	ACCTG	-----TRANSACTION-----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT ----
FUND 101 GENERAL FUND									
101-5521-415.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)						continued			
590		04/25 AP	09/20/24	0400650	MARTINEZ, OMAR		169.10		10/04/24
					RMB:TRAVEL-BASIC TACT.SCH	ST.CLOUD, MN			
					RMB:MEALS-BASIC TACT.SCH.	ST.CLOUD, MN			
ACCOUNT TOTAL							734.72	.00	734.72
101-5521-415.83-08 TRANSPORTATION&EDUCATION / ACADEMY									
573		04/25 AP	10/02/24	0400614	YAKLICH, AIDEN		285.00		10/02/24
					RMB:MEALS-HAWKEYE ACADEMY	PER DIEM			
573		04/25 AP	10/02/24	0400607	JACOBSON, JORDON		285.00		10/02/24
					RMB:MEALS-HAWKEYE ACADEMY	PER DIEM			
573		04/25 AP	10/02/24	0400603	CORDOVA, ELIAN		285.00		10/02/24
					RMB:MEALS-HAWKEYE ACADEMY	PER DIEM			
ACCOUNT TOTAL							855.00	.00	855.00
101-5521-415.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES									
470		03/25 AP	09/03/24	0007663	PROFESSIONAL SOLUTIONS		62.20		10/02/24
					AUGUST CREDIT CARD FEES				
ACCOUNT TOTAL							62.20	.00	62.20
101-5521-415.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE									
608		04/25 AP	09/29/24	0400663	HAISET, MICHAEL		89.88		10/08/24
					RMB:UNIFORM ALLOWANCE	SCHEELS			
608		04/25 AP	09/06/24	0400666	LADAGE, ZACH		137.77		10/08/24
					RMB:UNIFORM ALLOWANCE	BLUNDSTONE			
ACCOUNT TOTAL							227.65	.00	227.65
101-5521-415.89-99 MISCELLANEOUS SERVICES / CANINE UNIT									
590		04/25 AP	09/27/24	0400649	MARCOTTE, MIKE		309.87		10/04/24
					RMB:TRVL-K9 HANDLER TRNG.	FOREST CITY			
590		04/25 AP	09/20/24	0400649	MARCOTTE, MIKE		291.97		10/04/24
					RMB:TRVL-K9 HANDLER TRNG.	FOREST CITY			
590		04/25 AP	09/13/24	0400649	MARCOTTE, MIKE		222.51		10/04/24
					RMB:TRVL-K9 HANDLER TRNG.	FOREST CITY			
590		04/25 AP	09/06/24	0400649	MARCOTTE, MIKE		340.98		10/04/24
					RMB:TRVL-K9 HANDLER TRNG.	FOREST CITY			
590		04/25 AP	08/19/24	0400649	MARCOTTE, MIKE		39.10		10/04/24
					RMB:FUEL-K9 SELECTION	FOREST CITY			
ACCOUNT TOTAL							1,204.43	.00	1,204.43

PREPARED 10/15/2024, 7:58:59
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 8
ACCOUNTING PERIOD 03/2025

GROUP	PO	ACCTG	----TRANSACTION----		DESCRIPTION	DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE
								POST DT
FUND 101 GENERAL FUND								
101-6613-433.85-01					UTILITIES / UTILITIES			
590		04/25 AP		09/20/24	0400639 CEDAR FALLS UTILITIES	392.83		10/04/24
					UTILITIES THRU 09/20/24			
					ACCOUNT TOTAL	392.83	.00	392.83
101-6623-423.85-01					UTILITIES / UTILITIES			
590		04/25 AP		09/20/24	0400639 CEDAR FALLS UTILITIES	332.60		10/04/24
					UTILITIES THRU 09/20/24			
					ACCOUNT TOTAL	332.60	.00	332.60
101-6625-432.64-02					INSURANCE / HEALTH INS. REIMBURSEMENT			
470		03/25 AP		09/12/24	0007656 ISOLVED BENEFIT SERVICES, INC	16.87		10/02/24
					HEALTH INS. REIMBURSEMENT			
					ACCOUNT TOTAL	16.87	.00	16.87
101-6625-432.81-44					PROFESSIONAL SERVICES / USGS RIVER GAUGE			
573		04/25 AP		09/19/24	0400610 MIDAMERICAN ENERGY	10.44		10/02/24
					FINCHFORD RIVER GAUGE 08/20-09/19/24			
					ACCOUNT TOTAL	10.44	.00	10.44
101-6625-432.83-05					TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)			
590		04/25 AP		10/01/24	0400643 IOWA STATE UNIVERSITY	35.00		10/04/24
					'24 FALL IA LUNCH & LEARN 7 BOX LUNCHES-WATERLOO			
					ACCOUNT TOTAL	35.00	.00	35.00
101-6633-423.85-01					UTILITIES / UTILITIES			
590		04/25 AP		09/20/24	0400639 CEDAR FALLS UTILITIES	823.44		10/04/24
					UTILITIES THRU 09/20/24			
					ACCOUNT TOTAL	823.44	.00	823.44
					FUND TOTAL	46,746.63	989.00	45,757.63

PREPARED 10/15/2024, 7:58:59
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 9
 ACCOUNTING PERIOD 03/2025

GROUP	PO	ACCTG	----TRANSACTION----				DEBITS	CREDITS	CURRENT	
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE	
									POST DT	
FUND 203 TAX INCREMENT FINANCING										
203-0000-487.50-05 TRANSFERS OUT / TRANSFERS - TIF										
667		04/25 AP		10/10/24	0400689	DEBT SERVICE	1,302,782.70		10/14/24	
		PROPERTY TAX PAYMENT								
667		04/25 AP		10/10/24	0400687	CAPITAL PROJECTS FUND	1,185,713.72		10/14/24	
		PROPERTY TAX PAYMENT								
667		04/25 AP		10/10/24	0400687	CAPITAL PROJECTS FUND	176,887.74		10/14/24	
		PROPERTY TAX PAYMENT								
667		04/25 AP		10/10/24	0400687	CAPITAL PROJECTS FUND	127,146.50		10/14/24	
		PROPERTY TAX PAYMENT								
667		04/25 AP		10/10/24	0400687	CAPITAL PROJECTS FUND	74,135.61		10/14/24	
		PROPERTY TAX PAYMENT								
		ACCOUNT TOTAL						2,866,666.27	.00	2,866,666.27
		FUND TOTAL						2,866,666.27	.00	2,866,666.27
FUND 206 STREET CONSTRUCTION FUND										
206-6637-436.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT										
470		03/25 AP		09/12/24	0007656	ISOLVED BENEFIT SERVICES, INC	124.93		10/02/24	
		HEALTH INS. REIMBURSEMENT								
		ACCOUNT TOTAL						124.93	.00	124.93
206-6637-436.72-56 OPERATING SUPPLIES / FLOOD CONTROL										
590		04/25 AP		09/20/24	0400639	CEDAR FALLS UTILITIES	136.90		10/04/24	
		UTILITIES THRU 09/20/24								
		ACCOUNT TOTAL						136.90	.00	136.90
206-6647-436.85-01 UTILITIES / UTILITIES										
590		04/25 AP		09/20/24	0400639	CEDAR FALLS UTILITIES	1,263.85		10/04/24	
		UTILITIES THRU 09/20/24								
		ACCOUNT TOTAL						1,263.85	.00	1,263.85
		FUND TOTAL						1,525.68	.00	1,525.68
FUND 215 HOSPITAL FUND										
FUND 216 POLICE BLOCK GRANT FUND										

PREPARED 10/15/2024, 7:58:59
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 10
ACCOUNTING PERIOD 03/2025

GROUP	PO	ACCTG	-----TRANSACTION-----					CURRENT	
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	
								BALANCE	
								POST DT	
FUND 217 SECTION 8 HOUSING FUND									
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED									
573		04/25 AP		10/01/24	0040614	WASSERFORT, JOAN K.	571.00		10/02/24
		HAP_VASQUEZ A		032024		RE-ISSUE CK#40125			
608		04/25 AP		09/01/24	0040617	CARL ERICSON	806.00		10/08/24
		HAP_LEOHR K		092024		RE-ISSUE CK#40479			
608		04/25 AP		09/01/24	0040617	CARL ERICSON	976.00		10/08/24
		HAP_BURK B		092024		RE-ISSUE CK#40479			
608		04/25 AP		09/01/24	0040617	CARL ERICSON	676.00		10/08/24
		HAP_COOPER L		092024		RE-ISSUE CK#40479			
ACCOUNT TOTAL							3,029.00	.00	3,029.00
FUND TOTAL							3,029.00	.00	3,029.00
FUND 223 COMMUNITY BLOCK GRANT									
FUND 224 TRUST & AGENCY									
FUND 242 STREET REPAIR FUND									
242-1240-431.92-25 STRUCTURE IMPROV & BLDGS / CEDAR HEIGHTS AREA RECON									
651		04/25 AP		10/09/24	0400675	BLACK HAWK CO.RECORDER	27.00		10/10/24
		3271-N.CEDAR HEIGHTS PHII				JACKSON WARRANTY DEED			
PROJECT#:		023271							
651		04/25 AP		10/09/24	0400675	BLACK HAWK CO.RECORDER	5.00		10/10/24
		3271-N.CEDAR HEIGHTS PHII				JACKSON DEED FEE			
PROJECT#:		023271							
608		04/25 AP		10/08/24	0400667	RICHARD C. BROWN	10,210.89		10/08/24
		3271-PARCEL#218-N.CDR.HGT				PH.2-ESMTS./FEE/TREE RMVL			
PROJECT#:		023271							
608		04/25 AP		10/08/24	0400660	BLACK HAWK CO.TREASURER	4.11		10/08/24
		PRO-RATED TAXES-BROWN				1709 E. RIDGEWOOD DRIVE			
PROJECT#:		023271							
ACCOUNT TOTAL							10,247.00	.00	10,247.00
FUND TOTAL							10,247.00	.00	10,247.00
FUND 254 CABLE TV FUND									
254-1088-431.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
470		03/25 AP		09/03/24	0007664	PROFESSIONAL SOLUTIONS	1.36		10/02/24
		AUGUST CREDIT CARD FEES							
ACCOUNT TOTAL							1.36	.00	1.36
254-1088-431.89-18 MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING									
667		04/25 AP		10/10/24	0400693	SIMPSON, MARK	125.00		10/14/24
		8TH GRD.FB HOLMES V. PEET				ANNOUNCER			

PREPARED 10/15/2024, 7:58:59
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 11
ACCOUNTING PERIOD 03/2025

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 254 CABLE TV FUND										
254-1088-431.89-18 MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING										
PROJECT#: 759										
	667	04/25 AP		10/10/24	0400692	JOACHIM, JOHN D ANNOUNCER	100.00			10/14/24
PROJECT#: 759										
	667	04/25 AP		10/10/24	0400690	DEWITT, JASON CAMERA OPERATOR	100.00			10/14/24
PROJECT#: 759										
	667	04/25 AP		10/10/24	0400694	SURMA, JOSEPH EDWARD CAMERA OPERATOR	100.00			10/14/24
PROJECT#: 759										
	651	04/25 AP		10/08/24	0400681	SIMPSON, MARK ANNOUNCER	125.00			10/10/24
PROJECT#: 759										
	651	04/25 AP		10/08/24	0400685	WILLIAMS, BRETT L ANNOUNCER	100.00			10/10/24
PROJECT#: 759										
	651	04/25 AP		10/08/24	0400678	DEWITT, JASON CAMERA OPERATOR	100.00			10/10/24
PROJECT#: 759										
	651	04/25 AP		10/08/24	0400683	SURMA, JOSEPH EDWARD CAMERA OPERATOR	100.00			10/10/24
PROJECT#: 759										
	651	04/25 AP		10/08/24	0400682	STOW, CHRISTIAN CAMERA OPERATOR	100.00			10/10/24
PROJECT#: 759										
	651	04/25 AP		10/08/24	0400684	WALTERS, CLAYTON CAMERA OPERATOR	100.00			10/10/24
PROJECT#: 759										
	608	04/25 AP		10/04/24	0400668	SIMPSON, MARK ANNOUNCER	125.00			10/08/24
PROJECT#: 759										
	608	04/25 AP		10/04/24	0400664	JOACHIM, JOHN D ANNOUNCER	100.00			10/08/24
PROJECT#: 759										
	608	04/25 AP		10/04/24	0400662	DEWITT, JASON CAMERA OPERATOR	125.00			10/08/24
PROJECT#: 759										
	608	04/25 AP		10/04/24	0400670	SURMA, JOSEPH EDWARD CAMERA OPERATOR	125.00			10/08/24
PROJECT#: 759										
	608	04/25 AP		10/04/24	0400669	STOW, CHRISTIAN CAMERA OPERATOR	125.00			10/08/24
PROJECT#: 759										
	608	04/25 AP		10/04/24	0400671	WALTERS, CLAYTON CAMERA OPERATOR	125.00			10/08/24
PROJECT#: 759										
	608	04/25 AP		10/04/24	0400665	KRESS, AGNES M CAMERA OPERATOR	100.00			10/08/24
PROJECT#: 759										

continued

PREPARED 10/15/2024, 7:58:59
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 12
 ACCOUNTING PERIOD 03/2025

GROUP	PO	ACCTG	-----TRANSACTION-----		DESCRIPTION	DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE
								POST DT
FUND 254 CABLE TV FUND								
254-1088-431.89-18 MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING						continued		
590		04/25 AP		10/01/24	0400654	SIMPSON, MARK	125.00	10/04/24
						ANNOUNCER		
PROJECT#:					759			
590		04/25 AP		10/01/24	0400648	LONGNECKER, JEREMIAH	100.00	10/04/24
						ANNOUNCER		
PROJECT#:					759			
590		04/25 AP		10/01/24	0400641	DEWITT, JASON	100.00	10/04/24
						CAMERA OPERATOR		
PROJECT#:					759			
590		04/25 AP		10/01/24	0400655	SURMA, JOSEPH EDWARD	100.00	10/04/24
						CAMERA OPERATOR		
PROJECT#:					759			
590		04/25 AP		10/01/24	0400659	WALTERS, CLAYTON	100.00	10/04/24
						CAMERA OPERATOR		
PROJECT#:					759			
590		04/25 AP		10/01/24	0400646	KRESS, AGNES M	100.00	10/04/24
						CAMERA OPERATOR		
PROJECT#:					759			
590		04/25 AP		09/24/24	0400654	SIMPSON, MARK	100.00	10/04/24
						ANNOUNCER		
PROJECT#:					759			
ACCOUNT TOTAL						2,600.00	.00	2,600.00
FUND TOTAL						2,601.36	.00	2,601.36
FUND 258 PARKING FUND								
258-5531-435.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES								
470		03/25 AP		09/03/24	0007660	PROFESSIONAL SOLUTIONS	186.01	10/02/24
						AUGUST CREDIT CARD FEES		
470		03/25 AP		09/03/24	0007661	PROFESSIONAL SOLUTIONS	95.72	10/02/24
						AUGUST CREDIT CARD FEES		
470		03/25 AP		09/03/24	0007662	PROFESSIONAL SOLUTIONS	174.04	10/02/24
						AUGUST CREDIT CARD FEES		
470		03/25 AP		09/03/24	0007664	PROFESSIONAL SOLUTIONS	32.14	10/02/24
						AUGUST CREDIT CARD FEES		
ACCOUNT TOTAL						487.91	.00	487.91
FUND TOTAL						487.91	.00	487.91

PREPARED 10/15/2024, 7:58:59
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 13
ACCOUNTING PERIOD 03/2025

GROUP	PO	ACCTG	-----TRANSACTION-----			DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE
								POST DT
FUND 261 TOURISM & VISITORS								
261-2291-423.85-01 UTILITIES / UTILITIES								
590		04/25	AP	09/20/24	0400639	84.64		10/04/24
UTILITIES THRU 09/20/24								
ACCOUNT TOTAL						84.64	.00	84.64
261-2291-423.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES								
470		03/25	AP	09/03/24	0007667	24.83		10/02/24
AUGUST CREDIT CARD FEES								
ACCOUNT TOTAL						24.83	.00	24.83
FUND TOTAL						109.47	.00	109.47
FUND 262 SENIOR SERVICES & COMM CT								
262-1092-423.87-01 RENTALS / RENTALS								
590		04/25	AP	09/30/24	0400638	250.00		10/04/24
REFUND-SECURITY DEPOSIT								
ACCOUNT TOTAL						250.00	.00	250.00
FUND TOTAL						250.00	.00	250.00
FUND 291 POLICE FORFEITURE FUND								
FUND 292 POLICE RETIREMENT FUND								
292-5521-415.54-01 WORKERS COMP / POLICE WORKERS COMP								
470		03/25	AP	09/09/24	0007638	3,107.02		10/02/24
WORKER COMP-POLICE ADMIN								
ACCOUNT TOTAL						3,107.02	.00	3,107.02
FUND TOTAL						3,107.02	.00	3,107.02
FUND 293 FIRE RETIREMENT FUND								
293-4511-414.54-02 WORKERS COMP / FIRE WORKERS COMP								
470		03/25	AP	09/09/24	0007638	2,970.55		10/02/24
WORKER COMP-FIRE ADMIN								
ACCOUNT TOTAL						2,970.55	.00	2,970.55
FUND TOTAL						2,970.55	.00	2,970.55

PREPARED 10/15/2024, 7:58:59
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 14
 ACCOUNTING PERIOD 03/2025

GROUP	PO	ACCTG	----TRANSACTION----		NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE					BALANCE
									POST DT
FUND 294						LIBRARY RESERVE			
FUND 295						SOFTBALL PLAYER CAPITAL			
FUND 296						GOLF CAPITAL			
FUND 297						REC FACILITIES CAPITAL			
FUND 298						HEARST CAPITAL			
FUND 311						DEBT SERVICE FUND			
FUND 402						WASHINGTON PARK FUND			
FUND 404						FEMA			
FUND 405						FLOOD RESERVE FUND			
FUND 407						VISION IOWA PROJECT			
FUND 408						STREET IMPROVEMENT FUND			
FUND 410						CORONAVIRUS LOCAL RELIEF			
FUND 430						TIF BOND			
FUND 431						2014 BOND			
FUND 432						2003 BOND			
FUND 433						2001 TIF			
FUND 434						2024 BOND			
FUND 435						1999 TIF			
FUND 436						2016 BOND			
FUND 437						2018 BOND			
FUND 438						2020 BOND			
FUND 439						2022 BOND			
FUND 443						CAPITAL PROJECTS			
FUND 472						PARKADE RENOVATION			
FUND 473						SIDEWALK ASSESSMENT			
FUND 483						ECONOMIC DEVELOPMENT			
FUND 484						ECONOMIC DEVELOPMENT LAND			
FUND 541						2018 STORM WATER BONDS			
FUND 544						2008 SEWER BONDS			
FUND 545						2018 SEWER BONDS			
FUND 546						SEWER IMPROVEMENT FUND			
FUND 547						SEWER RESERVE FUND			
FUND 548						1997 SEWER BOND FUND			
FUND 549						1992 SEWER BOND FUND			
FUND 550						2000 SEWER BOND FUND			
FUND 551						REFUSE FUND			
551-0000-213.00-00						CURRENT LIABILITY / SALES TAX PAYABLE			
470						03/25 AP 09/09/24 0007651 IOWA DEPT.OF REVENUE	182.59		10/02/24
						MONTHLY SALES TAX COMMERCIAL GARBAGE A/R			
						ACCOUNT TOTAL	182.59	.00	182.59
551-6685-436.85-01						UTILITIES / UTILITIES			
590						04/25 AP 09/20/24 0400639 CEDAR FALLS UTILITIES	50.35		10/04/24
						UTILITIES THRU 09/20/24			
						ACCOUNT TOTAL	50.35	.00	50.35
551-6685-436.87-02						RENTALS / MATERIAL DISPOSAL/HANDLIN			

PREPARED 10/15/2024, 7:58:59
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 15
ACCOUNTING PERIOD 03/2025

GROUP	PO	ACCTG	-----TRANSACTION-----			DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE
								POST DT
FUND 551 REFUSE FUND								
551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN						continued		
651		04/25	AP	09/30/24	0400673	21,544.90		10/10/24
LANDFILL SRV:9/16-9/30/24								
ACCOUNT TOTAL						21,544.90	.00	21,544.90
551-6685-436.89-04 MISCELLANEOUS SERVICES / SALES TAX								
470		03/25	AP	09/09/24	0007651	194.42		10/02/24
MONTHLY SALES TAX								
ACCOUNT TOTAL						194.42	.00	194.42
551-6685-436.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES								
470		03/25	AP	09/03/24	0007670	504.67		10/02/24
AUGUST CREDIT CARD FEES								
470		03/25	AP	09/03/24	0007664	36.80		10/02/24
AUGUST CREDIT CARD FEES								
ACCOUNT TOTAL						541.47	.00	541.47
FUND TOTAL						22,513.73	.00	22,513.73
FUND 552 SEWER RENTAL FUND								
552-6665-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES								
470		03/25	AP	09/03/24	0007664	10.57		10/02/24
AUGUST CREDIT CARD FEES								
ACCOUNT TOTAL						10.57	.00	10.57
552-6665-436.83-06 TRANSPORTATION&EDUCATION / EDUCATION								
573		04/25	AP	10/01/24	0400605	32.29		10/02/24
RMB:OPERATOR 1 TEST FEE								
RE-ISSUE CK#399394								
ACCOUNT TOTAL						32.29	.00	32.29
552-6665-436.85-01 UTILITIES / UTILITIES								
590		04/25	AP	09/20/24	0400639	2,332.08		10/04/24
UTILITIES THRU 09/20/24								
ACCOUNT TOTAL						2,332.08	.00	2,332.08
552-6665-436.86-33 REPAIR & MAINTENANCE / SLUDGE REMOVAL								
651		04/25	AP	09/30/24	0400673	68.80		10/10/24
BLACK HAWK CO.LANDFILL								

PREPARED 10/15/2024, 7:58:59
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 16
ACCOUNTING PERIOD 03/2025

GROUP	PO	ACCTG	-----TRANSACTION-----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 552 SEWER RENTAL FUND									
552-6665-436.86-33 REPAIR & MAINTENANCE / SLUDGE REMOVAL continued									
LANDFILL SRV:9/16-9/30/24									
ACCOUNT TOTAL							68.80	.00	68.80
552-6665-436.89-04 MISCELLANEOUS SERVICES / SALES TAX									
470		03/25 AP		09/09/24	0007651	IOWA DEPT.OF REVENUE	11,751.70		10/02/24
MONTHLY SALES TAX									
COMMERCIAL SEWER									
ACCOUNT TOTAL							11,751.70	.00	11,751.70
FUND TOTAL							14,195.44	.00	14,195.44
FUND 553 2004 SEWER BOND									
FUND 555 STORM WATER UTILITY									
555-6630-432.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS									
573		04/25 AP		10/02/24	0400602	BLACK HAWK CO.RECORDER	27.00		10/02/24
3261-KATOSKI BRIDGE REPL.									
TEMP.EASE.-MARCO PROP.									
PROJECT#: 023261									
573		04/25 AP		10/02/24	0400602	BLACK HAWK CO.RECORDER	22.00		10/02/24
3261-KATOSKI BRIDGE REPL.									
STRM.SEW.& DRAIN.-MARCO									
PROJECT#: 023261									
ACCOUNT TOTAL							49.00	.00	49.00
FUND TOTAL							49.00	.00	49.00
FUND 570 SEWER ASSESSMENT									
FUND 606 DATA PROCESSING FUND									
606-1078-441.82-10 COMMUNICATION / TELEPHONE HOLDING ACCOUNT									
667		04/25 AP		10/01/24	0400688	CENTURYLINK	76.75		10/14/24
CITY PHONE SERV.-OCT'24									
573		04/25 AP		09/19/24	0400613	VERIZON WIRELESS	1,120.64		10/02/24
WIRELESS SRV:9/20-10/19									
9/20-10/19/24									
573		04/25 AP		09/06/24	0400612	U.S. CELLULAR	4,260.36		10/02/24
WIRELESS SRV:9/6-10/5/24									
ACCOUNT TOTAL							5,457.75	.00	5,457.75
606-1078-441.93-01 EQUIPMENT / EQUIPMENT									
573		04/25 AP		09/06/24	0400612	U.S. CELLULAR	998.00		10/02/24
TABLETS									
ACCOUNT TOTAL							998.00	.00	998.00

PREPARED 10/15/2024, 7:58:59
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 17
ACCOUNTING PERIOD 03/2025

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 606 DATA PROCESSING FUND										
						FUND TOTAL	6,455.75	.00	6,455.75	
FUND 680 HEALTH INSURANCE FUND										
680-1902-457.51-01 INSURANCE / HEALTH INSURANCE										
470		03/25 AP		09/30/24	0007643	EXPRESS SCRIPTS, INC.	36,131.48			10/02/24
						RX CLAIMS PROCESSING				
470		03/25 AP		09/27/24	0007681	WELLMARK IOWA	76,049.27			10/02/24
						HEALTH CLAIMS PROCESSING				
470		03/25 AP		09/27/24	0007653	IOWA INSURANCE DIVISION	101.59			10/02/24
						STATUTORY FILING FEE-FY24				
470		03/25 AP		09/25/24	0007682	WEX HEALTH, INC.	126.60			10/02/24
						COBRA MONTHLY ADMIN FEE				
470		03/25 AP		09/23/24	0007642	EXPRESS SCRIPTS, INC.	9,476.74			10/02/24
						RX CLAIMS PROCESSING				
470		03/25 AP		09/20/24	0007680	WELLMARK IOWA	46,560.65			10/02/24
						HEALTH CLAIMS PROCESSING				
470		03/25 AP		09/16/24	0007641	EXPRESS SCRIPTS, INC.	67,361.15			10/02/24
						RX CLAIMS PROCESSING				
470		03/25 AP		09/13/24	0007679	WELLMARK IOWA	61,117.07			10/02/24
						HEALTH CLAIMS PROCESSING				
470		03/25 AP		09/09/24	0007640	EXPRESS SCRIPTS, INC.	7,049.51			10/02/24
						RX CLAIMS PROCESSING				
470		03/25 AP		09/03/24	0007639	EXPRESS SCRIPTS, INC.	40,852.20			10/02/24
						RX CLAIMS PROCESSING				
						ACCOUNT TOTAL	344,826.26	.00	344,826.26	
680-1902-457.51-06 INSURANCE / DENTAL INSURANCE										
470		03/25 AP		09/03/24	0007637	DELTA DENTAL OF IOWA	9,937.98			10/02/24
						SEPTEMBER 2024 DENTAL				
						ACCOUNT TOTAL	9,937.98	.00	9,937.98	
						FUND TOTAL	354,764.24	.00	354,764.24	
FUND 681 HEALTH SEVERANCE										
681-1902-457.51-10 INSURANCE / HEALTH SEVERANCE PAYMENTS										
651		04/25 AP		10/08/24	0400680	REGENOLD, SHARON K.	268.59			10/10/24
						RMB:SEP.2024 HEALTH SEV.				
						ACCOUNT TOTAL	268.59	.00	268.59	
						FUND TOTAL	268.59	.00	268.59	

PREPARED 10/15/2024, 7:58:59
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 18
ACCOUNTING PERIOD 03/2025

GROUP	PO	ACCTG	----	TRANSACTION	----				CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE
									POST DT
FUND 682 HEALTH INSURANCE - FIRE									
FUND 685 VEHICLE MAINTENANCE FUND									
FUND 686 PAYROLL FUND									
686-0000-222.01-00						PAYROLL LIABILITY / FEDERAL TAXES			
470		03/25 AP		09/23/24	0007676	UNITED STATES TREASURY	74,055.69		10/02/24
						FEDERAL WITHHOLDING TAX			
470		03/25 AP		09/09/24	0007675	UNITED STATES TREASURY	75,357.74		10/02/24
						FEDERAL WITHHOLDING TAX			
						09/06/24 PAYROLL			
						ACCOUNT TOTAL	149,413.43	.00	149,413.43
686-0000-222.02-00 PAYROLL LIABILITY / STATE WITHHOLDING									
470		03/25 AP		09/23/24	0007652	IOWA DEPT.OF REVENUE	30,159.00		10/02/24
						STATE WITHHOLDING TAX			
470		03/25 AP		09/10/24	0007650	IOWA DEPT.OF REVENUE	30,416.55		10/02/24
						STATE WITHHOLDING TAX			
						09/06/24 PAYROLL			
						ACCOUNT TOTAL	60,575.55	.00	60,575.55
686-0000-222.03-00 PAYROLL LIABILITY / FICA									
470		03/25 AP		09/23/24	0007676	UNITED STATES TREASURY	90,342.64		10/02/24
						SS & MQGE/MEDICARE TAX			
470		03/25 AP		09/09/24	0007675	UNITED STATES TREASURY	92,272.58		10/02/24
						SS & MQGE/MEDICARE TAX			
						09/06/24 PAYROLL			
						ACCOUNT TOTAL	182,615.22	.00	182,615.22
686-0000-222.04-00 PAYROLL LIABILITY / IPERS									
470		03/25 AP		09/25/24	0007649	I.P.E.R.S.	167,314.30		10/02/24
						IPERS SEPTEMBER 2024			
						ACCOUNT TOTAL	167,314.30	.00	167,314.30
686-0000-222.05-00 PAYROLL LIABILITY / OTHER DEDUCTIONS PAYABLE									
470		03/25 AP		09/23/24	0007636	COLLECTION SERVICES CENTER	616.58		10/02/24
						CHILD SUPPORT PAYMENTS			
470		03/25 AP		09/23/24	0007655	ISOLVED BENEFIT SERVICES, INC	6,934.83		10/02/24
						CAFETERIA PLAN			
470		03/25 AP		09/18/24	0007678	VOYA FINANCIAL	9,720.57		10/02/24
						EMPLOYEE 457 CONTRIBUTION			
470		03/25 AP		09/09/24	0007635	COLLECTION SERVICES CENTER	616.58		10/02/24
						CHILD SUPPORT PAYMENTS			
470		03/25 AP		09/06/24	0007654	ISOLVED BENEFIT SERVICES, INC	6,934.83		10/02/24
						CAFETERIA PLAN			
470		03/25 AP		09/04/24	0007677	VOYA FINANCIAL	9,720.57		10/02/24
						EMPLOYEE 457 CONTRIBUTION			
						09/06/24 PAYROLL			
						ACCOUNT TOTAL	34,543.96	.00	34,543.96

PREPARED 10/15/2024, 7:58:59
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 19
ACCOUNTING PERIOD 03/2025

GROUP	PO	ACCTG	-----TRANSACTION-----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 686 PAYROLL FUND									
686-0000-222.14-00						PAYROLL LIABILITY / POLICE & FIRE RETIREMENT			
470		03/25	AP	09/06/24	0007658	MUNICIPAL FIRE & POLICE RETIR	180,073.63		10/02/24
						MFPRSI RETIREMENT			
ACCOUNT TOTAL							180,073.63	.00	180,073.63
FUND TOTAL							774,536.09	.00	774,536.09
FUND 687 WORKERS COMPENSATION FUND									
687-1902-457.51-02						INSURANCE / WORKERS COMP INSURANCE			
470		03/25	AP	09/09/24	0007638	EMC RISK SERVICES, LLC	17,528.40		10/02/24
						WORKER COMP ADMIN FEE			
470		03/25	AP	09/09/24	0007638	EMC RISK SERVICES, LLC	6,230.70		10/02/24
						WORKER COMP SPECIAL REQUEST			
470		03/25	AP	09/09/24	0007638	EMC RISK SERVICES, LLC	1,155.00		10/02/24
						WORKER COMP CLAIM			
ACCOUNT TOTAL							24,914.10	.00	24,914.10
FUND TOTAL							24,914.10	.00	24,914.10
FUND 688 LTD INSURANCE FUND									
FUND 689 LIABILITY INSURANCE FUND									
FUND 724 TRUST & AGENCY									
724-0000-487.50-01						TRANSFERS OUT / TRANSFERS TO GENERAL FUND			
667		04/25	AP	10/10/24	0400691	GENERAL FUND	1,284,473.53		10/14/24
						PROPERTY TAX PAYMENT			
ACCOUNT TOTAL							1,284,473.53	.00	1,284,473.53
FUND TOTAL							1,284,473.53	.00	1,284,473.53
FUND 727 GREENWOOD CEMETERY P-CARE									
FUND 728 FAIRVIEW CEMETERY P-CARE									
FUND 729 HILLSIDE CEMETERY P-CARE									
FUND 790 FLOOD LEVY									
GRAND TOTAL							5,419,911.36	989.00	5,418,922.36

COUNCIL INVOICES FOR 10/21/24 MEETING

Item 42.

PREPARED 10/15/2024, 10:13:49
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 1
 ACCOUNTING PERIOD 03/2025

GROUP	PO	ACCTG	----TRANSACTION----	DEBITS	CREDITS	CURRENT BALANCE
NBR	NBR	PER.	CD DATE NUMBER DESCRIPTION			POST DT
FUND 101 GENERAL FUND						
101-1008-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES						
645		04/25 AP	10/03/24 0000000 OFFICE EXPRESS OFFICE PRODUCT	14.31		10/15/24
			STAPLER,TAPE DISPENSER, CLIP HOLDER,PENCIL HOLDER			
645		04/25 AP	10/01/24 0000000 OFFICE EXPRESS OFFICE PRODUCT	1.01		10/15/24
			HI LITERS, NOTEBOOKS			
659		04/25 AP	09/30/24 0000000 OFFICE EXPRESS OFFICE PRODUCT	4.46		10/15/24
			PENS/CORRECTION TAPE			
			ACCOUNT TOTAL	19.78	.00	19.78
101-1008-441.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE						
584		04/25 AP	10/03/24 0000000 SHRED-IT USA	59.97		10/15/24
			DOC. DESTRUCTION 9/26/24 220 CLAY ST			
			ACCOUNT TOTAL	59.97	.00	59.97
101-1026-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES						
659		04/25 AP	09/30/24 0000000 OFFICE EXPRESS OFFICE PRODUCT	1.32		10/15/24
			PENS/CORRECTION TAPE			
			ACCOUNT TOTAL	1.32	.00	1.32
101-1026-441.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS						
557		04/25 AP	08/28/24 0147597 US BANK	20.00		10/07/24
			IMFOA MEMBER DUES-RODENBECK			
			ACCOUNT TOTAL	20.00	.00	20.00
101-1026-441.83-06 TRANSPORTATION&EDUCATION / EDUCATION						
659		04/25 AP	10/14/24 0000000 GOVERNMENT FINANCE OFFICERS A	150.00		10/15/24
			REG:S.WAGNER-GAAP UPDATE 12/5/24 WEBINAR			
			ACCOUNT TOTAL	150.00	.00	150.00
101-1028-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES						
659		04/25 AP	09/30/24 0000000 OFFICE EXPRESS OFFICE PRODUCT	4.47		10/15/24
			PENS/CORRECTION TAPE			
			ACCOUNT TOTAL	4.47	.00	4.47
101-1028-441.83-06 TRANSPORTATION&EDUCATION / EDUCATION						
557		04/25 AP	09/12/24 0147597 US BANK	175.00		10/07/24
			IMFOA REG:ROEDING-FALL CONFEREN			
			ACCOUNT TOTAL	175.00	.00	175.00

PREPARED 10/15/2024, 10:13:49
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

GROUP	PO	ACCTG	-----TRANSACTION-----			DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE
								POST DT
FUND 101 GENERAL FUND								
101-1038-441.71-01					OFFICE SUPPLIES / OFFICE SUPPLIES			
659		04/25 AP		09/30/24	0000000 OFFICE EXPRESS OFFICE PRODUCT	1.66		10/15/24
					PENS/CORRECTION TAPE			
					ACCOUNT TOTAL	1.66	.00	1.66
101-1038-441.81-09					PROFESSIONAL SERVICES / HUMAN RIGHTS COMMISSION			
557		04/25 AP		08/29/24	0147597 US BANK	33.03		10/07/24
					AMZN MKTP US*RK1BC48N2 NAME BADGE HOLDERS			
					ACCOUNT TOTAL	33.03	.00	33.03
101-1038-441.81-49					PROFESSIONAL SERVICES / BACKGROUND CHECK			
658		04/25 AP		10/01/24	0000000 ONE SOURCE THE BACKGROUND CHE	135.45		10/15/24
					SEPTEMBER APPLICANTS 09/01/24-10/01/24			
					ACCOUNT TOTAL	135.45	.00	135.45
101-1038-441.81-53					PROFESSIONAL SERVICES / JOB NOTICES			
658		04/25 AP		09/22/24	0000000 COURIER COMMUNICATIONS-ADVERT	750.00		10/15/24
					HIGH IMPACT BANNERS ONLINE			
658		04/25 AP		09/20/24	0000000 COURIER COMMUNICATIONS-ADVERT	39.00		10/15/24
					SEARCH BOOST ONLINE			
658		04/25 AP		09/14/24	0000000 COURIER COMMUNICATIONS-ADVERT	178.00		10/15/24
					SEPTEMBER-PRINT COURIER			
658		04/25 AP		09/12/24	0000000 CEDAR VALLEY SAVER, INC.	72.00		10/15/24
					JOB AD:RES. POLICE OFFCR WEB			
658		04/25 AP		09/12/24	0000000 CEDAR VALLEY SAVER, INC.	5.00		10/15/24
					JOB AD:RES. POLICE OFFCR WEB			
658		04/25 AP		09/12/24	0000000 CEDAR VALLEY SAVER, INC.	72.00		10/15/24
					JOB AD:SEASONAL LABORERS WEB			
658		04/25 AP		09/12/24	0000000 CEDAR VALLEY SAVER, INC.	5.00		10/15/24
					JOB AD:SEASONAL LABORERS WEB			
658		04/25 AP		09/12/24	0000000 CEDAR VALLEY SAVER, INC.	72.00		10/15/24
					JOB AD:PUB.SAFETY OFFICER WEB			
658		04/25 AP		09/12/24	0000000 CEDAR VALLEY SAVER, INC.	5.00		10/15/24
					JOB AD:PUB.SAFETY OFFICER WEB			
658		04/25 AP		09/12/24	0000000 CEDAR VALLEY SAVER, INC.	72.00		10/15/24
					JOB AD:PT FINANCIAL CLERK WEB			
658		04/25 AP		09/12/24	0000000 CEDAR VALLEY SAVER, INC.	5.00		10/15/24
					JOB AD:PT FINANCIAL CLERK WEB			
658		04/25 AP		09/11/24	0000000 COURIER COMMUNICATIONS-ADVERT	700.00		10/15/24
					GOOGLE PPC AMP DIGITAL			
658		04/25 AP		09/11/24	0000000 COURIER COMMUNICATIONS-ADVERT	650.00		10/15/24
					AUDIENCE TARGETED DISPLAY AMP DIGITAL			
557		04/25 AP		09/05/24	0147597 US BANK	119.95		10/07/24
					LINKEDIN RECRUITER 988102 RECRUITER LITE:9/4-10/4			

PREPARED 10/15/2024, 10:13:49
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

GROUP	PO	ACCTG	-----TRANSACTION-----		DESCRIPTION	DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE
								POST DT
FUND 101 GENERAL FUND								
101-1038-441.81-53 PROFESSIONAL SERVICES / JOB NOTICES						continued		
ACCOUNT TOTAL						2,744.95	.00	2,744.95
101-1038-441.81-99 PROFESSIONAL SERVICES / CIVIL SERVICE COMMISSION								
658		04/25 AP		10/09/24	0000000	150.00		10/15/24
PROPERTY ACQUIS. SPECLIST COTTINGHAM & BUTLER TOTAL REW								
FLSA REVIEW								
658		04/25 AP		10/08/24	0000000	275.00		10/15/24
PROPERTY ACQUIS. SPECLIST COTTINGHAM & BUTLER TOTAL REW								
CIVIL SERVICE RRVTFW								
ACCOUNT TOTAL						425.00	.00	425.00
101-1038-441.83-06 TRANSPORTATION&EDUCATION / EDUCATION								
557		04/25 AP		09/11/24	0147597	35.00		10/07/24
GROW CEDAR VALLEY US BANK								
REG:BALVANZ-LUNCH & LEARN								
ACCOUNT TOTAL						35.00	.00	35.00
101-1048-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES								
659		04/25 AP		09/30/24	0000000	.83		10/15/24
PENS/CORRECTION TAPE OFFICE EXPRESS OFFICE PRODUCT								
ACCOUNT TOTAL						.83	.00	.83
101-1048-441.72-11 OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES								
658		04/25 AP		10/01/24	0000000	786.03		10/15/24
WESTLAW INFORMATION THOMSON REUTERS - WEST								
09/01/24-09/30/24								
ACCOUNT TOTAL						786.03	.00	786.03
101-1048-441.81-29 PROFESSIONAL SERVICES / LEGAL CONSULTANTS								
658		04/25 AP		09/27/24	0000000	8,330.00		10/15/24
LGL:JUDICIAL REVIEW AHLERS AND COONEY, P.C.								
08/26/24-09/03/24								
658		04/25 AP		09/27/24	0000000	90.00		10/15/24
LGL:GENERAL AHLERS AND COONEY, P.C.								
09/15/24								
658		04/25 AP		09/27/24	0000000	680.00		10/15/24
LGL:HOUSING AHLERS AND COONEY, P.C.								
08/16/27-08/22/24								
ACCOUNT TOTAL						9,100.00	.00	9,100.00
101-1060-423.81-91 PROFESSIONAL SERVICES / LICENSES & SERVICE CONTRT								
560		04/25 AP		09/12/24	0147597	99.00		10/07/24
INTUIT *QBOOKS ONLINE US BANK								
QUICKBOOKS MONTHLY SUB.								
ACCOUNT TOTAL						99.00	.00	99.00

PREPARED 10/15/2024, 10:13:49
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1060-423.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
560		04/25 AP		09/11/24	0147597	US BANK	210.00			10/07/24
						IOWALIBRARYASSOCIATION				
						ILA CONF. REG.-BLACKFORD				
560		04/25 AP		09/02/24	0147597	US BANK	210.00			10/07/24
						IOWALIBRARYASSOCIATION				
						ILA CONF. REG.-HOSFORD				
560		04/25 AP		09/02/24	0147597	US BANK	350.00			10/07/24
						IOWALIBRARYASSOCIATION				
						ILA CONF. REG.-NEDWICK				
						ACCOUNT TOTAL	770.00	.00	770.00	
101-1060-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS										
560		04/25 AP		09/17/24	0147597	US BANK	20.00			10/07/24
						AMAZON.COM*2B7Q75DT3				
						ADULT BOOKS				
560		04/25 AP		09/10/24	0147597	US BANK	17.16			10/07/24
						AMAZON RETA* Z82J43000				
						ADULT BOOKS				
560		04/25 AP		09/06/24	0147597	US BANK	12.00			10/07/24
						AMAZON RETA* ZT7QK9K32				
						ADULT BOOKS				
560		04/25 AP		09/02/24	0147597	US BANK	125.21			10/07/24
						AMAZON RETA* RK1FK4VT0				
						ADULT BOOKS				
560		04/25 AP		09/02/24	0147597	US BANK	206.32			10/07/24
						AMAZON RETA* RK7WG72Z1				
						ADULT BOOKS				
560		04/25 AP		08/28/24	0147597	US BANK		20.99		10/07/24
						AMAZON RETA* R471O5RY2				
						ADULT BOOKS REFUND				
560		04/25 AP		08/28/24	0147597	US BANK	7.68			10/07/24
						AMAZON.COM*R473F9U91				
						ADULT BOOKS				
560		04/25 AP		08/28/24	0147597	US BANK	20.99			10/07/24
						AMAZON.COM*RK20B6VC2				
						ADULT BOOKS				
560		04/25 AP		08/26/24	0147597	US BANK	20.99			10/07/24
						AMAZON RETA* R471O5RY2				
						ADULT BOOKS				
560		04/25 AP		08/23/24	0147597	US BANK	9.50			10/07/24
						AMAZON.COM*R47NS2ZF0				
						ADULT BOOKS				
560		04/25 AP		08/22/24	0147597	US BANK	12.98			10/07/24
						AMAZON.COM*R48629C61				
						ADULT BOOKS				
560		04/25 AP		08/21/24	0147597	US BANK	22.62			10/07/24
						AMAZON MKTPL*R46P800D2				
						ADULT BOOKS				
						ACCOUNT TOTAL	475.45	20.99	454.46	
101-1060-423.89-21 MISCELLANEOUS SERVICES / YOUNG ADULT BOOKS										
560		04/25 AP		08/30/24	0147597	US BANK	13.91			10/07/24
						AMZN MKTP US*RK7V003S0				
						YOUNG ADULT BOOKS				
560		04/25 AP		08/28/24	0147597	US BANK	77.23			10/07/24
						AMAZON MARK* RK0KL0XH2				
						YOUNG ADULT BOOKS				
						ACCOUNT TOTAL	91.14	.00	91.14	
101-1060-423.89-22 MISCELLANEOUS SERVICES / YOUTH BOOKS										

PREPARED 10/15/2024, 10:13:49
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 5
 ACCOUNTING PERIOD 03/2025

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	-----TRANSACTION----- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-1060-423.89-22 MISCELLANEOUS SERVICES / YOUTH BOOKS						continued			
560		04/25 AP		09/16/24	0147597	US BANK	24.78		10/07/24
						AMZN MKTP US*MN2WK5LZ3			
						YOUTH BOOKS			
560		04/25 AP		09/16/24	0147597	US BANK	7.19		10/07/24
						AMAZON.COM*TR3V475H3			
						YOUTH BOOKS			
560		04/25 AP		09/16/24	0147597	US BANK	7.59		10/07/24
						AMAZON.COM*NG10Y9XM3			
						YOUTH BOOKS			
560		04/25 AP		09/12/24	0147597	US BANK	23.94		10/07/24
						AMAZON RETA* 3922A30U3			
						YOUTH BOOKS			
560		04/25 AP		09/11/24	0147597	US BANK	19.97		10/07/24
						AMAZON.COM*Z82KE8FE1			
						YOUTH BOOKS			
560		04/25 AP		09/10/24	0147597	US BANK	31.64		10/07/24
						AMZN MKTP US*ZT1Y11UX1			
						YOUTH BOOKS			
560		04/25 AP		09/03/24	0147597	US BANK	99.89		10/07/24
						AMAZON.COM*RK3O46790			
						YOUTH BOOKS			
560		04/25 AP		09/02/24	0147597	US BANK	9.72		10/07/24
						AMZN MKTP US*RK2WI6UL2			
						YOUTH BOOKS			
560		04/25 AP		08/30/24	0147597	US BANK	49.98		10/07/24
						AMZN MKTP US*RK3C82TV0			
						YOUTH BOOKS			
560		04/25 AP		08/30/24	0147597	US BANK	40.28		10/07/24
						AMZN MKTP US*RK3VM3KN2			
						YOUTH BOOKS			
560		04/25 AP		08/27/24	0147597	US BANK	157.62		10/07/24
						AMAZON RETA* R438126G0			
						YOUTH BOOKS			
560		04/25 AP		08/26/24	0147597	US BANK	15.42		10/07/24
						AMZN MKTP US*R45O55KV2			
						YOUTH BOOKS			
560		04/25 AP		08/23/24	0147597	US BANK	12.99		10/07/24
						AMAZON RETA* R43IS13O1			
						YOUTH BOOKS			
560		04/25 AP		08/23/24	0147597	US BANK	12.89		10/07/24
						AMAZON.COM*R491D9ZA0			
						YOUTH BOOKS (MEM SCHMIDT)			
						ACCOUNT TOTAL	513.90	.00	513.90
101-1060-423.89-24 MISCELLANEOUS SERVICES / ADULT AUDIO									
560		04/25 AP		08/26/24	0147597	US BANK	16.99		10/07/24
						AMAZON MKTPL*R44ML9B51			
						ADULT CD MUSIC			
560		04/25 AP		08/26/24	0147597	US BANK	13.98		10/07/24
						AMAZON.COM*R48FI7BJ0			
						ADULT CD MUSIC			
						ACCOUNT TOTAL	30.97	.00	30.97
101-1060-423.89-25 MISCELLANEOUS SERVICES / ADULT VIDEO									
560		04/25 AP		09/17/24	0147597	US BANK	27.99		10/07/24
						AMAZON RETA* GU38N5Y33			
						ADULT VIDEOS			
560		04/25 AP		08/28/24	0147597	US BANK	17.91		10/07/24
						AMAZON RETA* R41SN2RO1			
						ADULT VIDEOS			
560		04/25 AP		08/26/24	0147597	US BANK	45.15		10/07/24
						AMAZON MARK* R42IX7RN2			
						ADULT VIDEOS			
						ACCOUNT TOTAL	91.05	.00	91.05

PREPARED 10/15/2024, 10:13:49
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 6
 ACCOUNTING PERIOD 03/2025

GROUP	PO	ACCTG	----	TRANSACTION----						CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	POST	BALANCE
										DT ----
FUND 101 GENERAL FUND										
101-1060-423.89-33						MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM				
560		04/25	AP	09/20/24	0147597	US BANK	26.45			10/07/24
						WAL-MART #0753				
560		04/25	AP	09/17/24	0147597	US BANK	199.99			10/07/24
						RAYGUNSHIRTS				
560		04/25	AP	09/17/24	0147597	US BANK	35.95			10/07/24
						JOANN STORES #2208				
560		04/25	AP	09/16/24	0147597	US BANK	35.98			10/07/24
						AMAZON.COM*NG10Y9XM3				
560		04/25	AP	09/12/24	0147597	US BANK	46.96			10/07/24
						WM SUPERCENTER #753				
560		04/25	AP	09/12/24	0147597	US BANK	7.84			10/07/24
						WM SUPERCENTER #753				
560		04/25	AP	09/11/24	0147597	US BANK	381.70			10/07/24
						AMAZON.COM*Z82KE8FE1				
560		04/25	AP	09/09/24	0147597	US BANK	433.58			10/07/24
						AMAZON MARK* ZT2C71WK0				
560		04/25	AP	09/09/24	0147597	US BANK	53.63			10/07/24
						AMAZON MKTPL*ZT2R73BH1				
560		04/25	AP	09/06/24	0147597	US BANK	7.90			10/07/24
						AMAZON MKTPL*ZT3E282O2				
560		04/25	AP	09/06/24	0147597	US BANK	8.44			10/07/24
						GOODWILL - 01 METRO				
560		04/25	AP	09/05/24	0147597	US BANK	10.98			10/07/24
						HY-VEE CEDAR FALLS 1052				
560		04/25	AP	08/30/24	0147597	US BANK	83.78			10/07/24
						HY-VEE CEDAR FALLS 1052				
560		04/25	AP	08/30/24	0147597	US BANK	21.98			10/07/24
						FLEET FARM 5600				
560		04/25	AP	08/29/24	0147597	US BANK	61.60			10/07/24
						WAL-MART #0753				
560		04/25	AP	08/23/24	0147597	US BANK	14.98			10/07/24
						AMAZON MARK* R41YX1842				
560		04/25	AP	08/22/24	0147597	US BANK	15.98			10/07/24
						MICHAELS STORES 1246				
560		04/25	AP	08/21/24	0147597	US BANK	38.99			10/07/24
						AMAZON MKTPL*RU67857R0				
560		04/25	AP	08/21/24	0147597	US BANK	160.00			10/07/24
						SQ *THE PATCH				
						FOTL:YOUTH-CHIPS & CONTACT				
						FOTL:OUTREACH-SHIRTS				
						FOTL:YOUTH-FABRIC & YARN				
						FOTL:YOUTH-YOUTH BOOKS				
						FOTL:YA-FLEXCUPS				
						FOTL:YOUTH-LEMONS				
						FOTL:ADULT-ADULT BOOKS				
						FOTL:YOUTH-CARDSTOCK,				
						FOTL:COLAB-GLUE & SCORING				
						FOTL:ADULT-1 OZ CUPS				
						FOTL:YA-MUGS				
						FOTL:YA-COOKIES & BROWNIES				
						FOTL:YA-SUGAR & SPICES				
						FOTL:YA-JARS				
						FOL:YTH-ICE CREAM TOPPING				
						FOTL:YOUTH-SPEED CUBES				
						FOTL:OUTREACH-MAGNETS				
						FOTL:YA-COOKIES				
						FOTL:YA-PATCH PASSES				
						ACCOUNT TOTAL	1,646.71	.00		1,646.71
101-1060-423.89-34 MISCELLANEOUS SERVICES / ENDOWMENT SUPPORTED PROG.										
237		04/25	AP	09/11/24	0000000	KIRK GROSS COMPANY	6,000.00			10/15/24
						CLUB CHAIRS & BENCHES				
						(ROWND TO REIMBURSE)				
						ACCOUNT TOTAL	6,000.00	.00		6,000.00

PREPARED 10/15/2024, 10:13:49
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 7
ACCOUNTING PERIOD 03/2025

GROUP	PO	ACCTG	-----TRANSACTION-----		DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
NBR	NBR	PER.	CD	DATE	NUMBER			POST DT
FUND 101 GENERAL FUND								
101-1060-423.89-36 MISCELLANEOUS SERVICES / YOUTH VIDEO								
560		04/25 AP		09/17/24	0147597	21.98		10/07/24
					AMAZON RETA* XI1LP1H63			
					YOUTH VIDEOS			
560		04/25 AP		09/02/24	0147597	27.58		10/07/24
					AMAZON RETA* RK26D1S20			
					YOUTH VIDEOS			
560		04/25 AP		08/27/24	0147597	79.84		10/07/24
					AMAZON RETA* R438126G0			
					YOUTH VIDEOS			
					ACCOUNT TOTAL	129.40	.00	129.40
101-1060-423.89-47 MISCELLANEOUS SERVICES / LIBRARY OF THINGS								
560		04/25 AP		09/12/24	0147597	56.97		10/07/24
					AMAZON MKTPL*5C1KN28V3			
					LABEL TAPE (20-PACK)			
					ACCOUNT TOTAL	56.97	.00	56.97
101-1118-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES								
659		04/25 AP		09/30/24	0000000	.83		10/15/24
					OFFICE EXPRESS OFFICE PRODUCT			
					PENS/CORRECTION TAPE			
557		04/25 AP		08/27/24	0147597	91.85		10/07/24
					AMAZON RETA* R44SY2D30			
					NOTEBOOKS FOR RON GAINES			
					ACCOUNT TOTAL	92.68	.00	92.68
101-1118-441.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)								
557		04/25 AP		08/30/24	0147597	982.14		10/07/24
					WESTIN KANSAS CITY			
					HOTEL:GAINES-MAASTO CONF.			
557		04/25 AP		08/30/24	0147597	53.23		10/07/24
					KWIK STAR #1068			
					FUEL:GAINES-MAASTO CONF.			
					ACCOUNT TOTAL	1,035.37	.00	1,035.37
101-1118-441.83-06 TRANSPORTATION&EDUCATION / EDUCATION								
557		04/25 AP		09/18/24	0147597	25.00		10/07/24
					ISU EVENT REGISTRATION			
					REG:ROWLET-GRANT WRITING			
					ACCOUNT TOTAL	25.00	.00	25.00
101-1158-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES								
659		04/25 AP		09/30/24	0000000	.83		10/15/24
					OFFICE EXPRESS OFFICE PRODUCT			
					PENS/CORRECTION TAPE			
					ACCOUNT TOTAL	.83	.00	.83

PREPARED 10/15/2024, 10:13:49
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 8
 ACCOUNTING PERIOD 03/2025

GROUP	PO	ACCTG	----	TRANSACTION	----				CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE
									POST DT
FUND 101 GENERAL FUND									
101-1158-441.83-03						TRANSPORTATION&EDUCATION / OUTINGS/DINNERS/AWARDS			
557		04/25 AP		09/11/24	0147597	US BANK	98.25		10/07/24
						WAL-MART #0753			
						REFRESHMENTS-9/11 5K			
						ACCOUNT TOTAL	98.25	.00	98.25
101-1168-441.83-06 TRANSPORTATION&EDUCATION / EDUCATION									
557		04/25 AP		08/30/24	0147597	US BANK		245.00	10/07/24
						IOWA LEAGUE OF CTTIES			
						REF:REG:HAWBAKER-CONFERN.			
670		03/25 AP		08/20/24	0147466	US BANK		120.00	10/14/24
						DESCRIPTION CORRECTION			
						IA CITY OF DAVENPORT			
670		03/25 AP		08/20/24	0147466	US BANK	120.00		10/14/24
						IA CITY OF DAVENPORT			
						CIVIL RIGHTS ANNI. EVENT			
						ACCOUNT TOTAL	120.00	365.00	245.00-
101-1199-411.32-91 COMM PROTECTION GRANTS / POL-TARGET CHILD SAFETY									
557		04/25 AP		08/21/24	0147597	US BANK	2,325.24		10/07/24
						PROMOTIONS NOW			
						PROMO ITEMS-PS EVENTS			
						ACCOUNT TOTAL	2,325.24	.00	2,325.24
101-1199-421.31-10 HUMAN DEVELOPMENT GRANTS / GRANTS - CULTURAL SERVICE									
579		04/25 AP		09/27/24	0000000	TOBY THE BALLOON DUDE	300.00		10/15/24
						BALLOON ARTIST ON 9/28/24			
						FOR FREE! FAMILY FUN DAY			
557		04/25 AP		09/19/24	0147597	US BANK		402.50	10/07/24
						GIG*ACCESS YOURSELF SE			
						BALLOON ARTIST REFUND			
557		04/25 AP		09/18/24	0147597	US BANK	402.50		10/07/24
						GIG*ACCESS YOURSELF SE			
						BALLOON ARTIST BOOKING			
557		04/25 AP		09/13/24	0147597	US BANK	360.99		10/07/24
						AMAZON MKTPL*Z81ZE3A11			
						RED HOUSE ARTIST SUPPLIES			
557		04/25 AP		08/22/24	0147597	US BANK	5.38		10/07/24
						KWIK STAR #726			
						ICE FOR HRC PRIDE EVENT			
						ACCOUNT TOTAL	1,068.87	402.50	666.37
101-1199-421.31-45 HUMAN DEVELOPMENT GRANTS / REC TRAIL GRANTS									
597		04/25 AP		09/26/24	0000000	SIGNS & DESIGNS, INC.	255.00		10/15/24
						TRAIL BENCH			
						ACCOUNT TOTAL	255.00	.00	255.00
101-1199-441.72-19 OPERATING SUPPLIES / PRINTING									
658		04/25 AP		10/04/24	0000000	COURIER LEGAL-COLUMN SOFTWARE	33.76		10/15/24
						PH NTC-CH.26,ZONING,ADU			

PREPARED 10/15/2024, 10:13:49
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 9
ACCOUNTING PERIOD 03/2025

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1199-441.72-19 OPERATING SUPPLIES / PRINTING							continued			
658		04/25 AP		08/26/24	0000000	COURIER LEGAL-COLUMN SOFTWARE	38.40			10/15/24
						PH NTC-ANNEXATION OF PROP				
						ACCOUNT TOTAL	72.16	.00	72.16	
101-1199-441.81-02 PROFESSIONAL SERVICES / AUDIT										
658		04/25 AP		09/30/24	0000000	EIDE BAILLY, LLP	24,000.00			10/15/24
						INTERIM AUDIT WORK-FY2024 THROUGH 09/27/24				
						ACCOUNT TOTAL	24,000.00	.00	24,000.00	
101-1199-441.88-20 OUTSIDE AGENCIES / LOBBYIST										
658		04/25 AP		10/01/24	0000000	COPE MURPHY+CO LLP	4,500.00			10/15/24
						LOBBYING FEE-OCTOBER 2024				
						ACCOUNT TOTAL	4,500.00	.00	4,500.00	
101-2205-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
645		04/25 AP		10/01/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	.50			10/15/24
						HI LITERS, NOTEBOOKS				
						ACCOUNT TOTAL	.50	.00	.50	
101-2205-432.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS										
557		04/25 AP		09/02/24	0147597	US BANK	724.00			10/07/24
						APA AICP/APA MEMBERSHIPS				
						ACCOUNT TOTAL	724.00	.00	724.00	
101-2205-432.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
557		04/25 AP		09/12/24	0147597	US BANK	31.85			10/07/24
						TAP HOUSE LUNCH - STEPHANIE SHEETZ				
						ACCOUNT TOTAL	31.85	.00	31.85	
101-2205-432.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
557		04/25 AP		09/04/24	0147597	US BANK	35.00			10/07/24
						GROW CEDAR VALLEY REG:SHEETZ-LUNCH & LEARN				
						ACCOUNT TOTAL	35.00	.00	35.00	
101-2235-412.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										

PREPARED 10/15/2024, 10:13:49
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 10
ACCOUNTING PERIOD 03/2025

GROUP	PO	ACCTG	-----TRANSACTION-----			DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
NBR	NBR	PER.	CD	DATE	NUMBER			POST DT	
FUND 101 GENERAL FUND									
101-2235-412.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES						continued			
645		04/25 AP		10/01/24	0000000	OFFICE EXPRESS OFFICE PRODUCT HI LITERS, NOTEBOOKS	6.06		10/15/24
ACCOUNT TOTAL							6.06	.00	6.06
101-2235-412.71-07 OFFICE SUPPLIES / CODE ENFORCEMENT SUPPLIES									
645		04/25 AP		10/08/24	0000000	PROFESSIONAL LAWN CARE, LLC CODE MOW-2124 W 27TH	190.00		10/15/24
645		04/25 AP		10/07/24	0000000	PROFESSIONAL LAWN CARE, LLC CODE MOW-1203 W 22ND	47.50		10/15/24
645		04/25 AP		10/07/24	0000000	PROFESSIONAL LAWN CARE, LLC CODE MOW-2210 IOWA	142.50		10/15/24
645		04/25 AP		09/26/24	0000000	PROFESSIONAL LAWN CARE, LLC CODE MOW-2012 WATERLOO	47.50		10/15/24
ACCOUNT TOTAL							427.50	.00	427.50
101-2235-412.72-19 OPERATING SUPPLIES / PRINTING									
645		04/25 AP		09/04/24	0000000	STOREY KENWORTHY STOPPED BY PADS	475.00		10/15/24
ACCOUNT TOTAL							475.00	.00	475.00
101-2245-442.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
645		04/25 AP		10/01/24	0000000	OFFICE EXPRESS OFFICE PRODUCT HI LITERS, NOTEBOOKS	3.28		10/15/24
ACCOUNT TOTAL							3.28	.00	3.28
101-2253-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
650		04/25 AP		10/02/24	0000000	OFFICE EXPRESS OFFICE PRODUCT REC DISH SOAP	49.10		10/15/24
577		04/25 AP		09/30/24	0000000	OFFICE EXPRESS OFFICE PRODUCT FY25 STAFF CALENDER / PLANNER	49.50		10/15/24
577		04/25 AP		09/27/24	0000000	OFFICE EXPRESS OFFICE PRODUCT COPY PAPER RESTOCK / FY25 PLANNER	59.70		10/15/24
557		04/25 AP		08/29/24	0147597	US BANK AMZN MKTP US*RK0TE8HT2 SIT TO STAND DESK RISER	129.99		10/07/24
ACCOUNT TOTAL							288.29	.00	288.29
101-2253-423.72-28 OPERATING SUPPLIES / CAMP SUPPLIES									
650		04/25 AP		10/02/24	0000000	CEDAR FALLS COMMUNITY SCHOOLS CAMP BUSING	7,539.55		10/15/24

PREPARED 10/15/2024, 10:13:49
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 11
ACCOUNTING PERIOD 03/2025

GROUP	PO	ACCTG	----	TRANSACTION	----				CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE
									POST DT
FUND 101 GENERAL FUND									
101-2253-423.72-28 OPERATING SUPPLIES / CAMP SUPPLIES continued									
ACCOUNT TOTAL							7,539.55	.00	7,539.55
101-2253-423.72-31 OPERATING SUPPLIES / YOUTH SPORTS EQUIPMENT									
557		04/25 AP		09/18/24	0147597	US BANK	7.69		10/07/24
557		04/25 AP		08/30/24	0147597	US BANK	2,145.00		10/07/24
O DONNELL ACE HARDWARE PFIEFFER PARK STORAGE									
NFLFLAG*ORDER FLAG FOOTBALL JERSEYS									
ACCOUNT TOTAL							2,152.69	.00	2,152.69
101-2253-423.72-32 OPERATING SUPPLIES / ADULT SPORTS EQUIPMENT									
577		04/25 AP		09/20/24	0000000	COOLEY PUMPING, LLC	95.00		10/15/24
PORTA POTTY-UNI BASEBALL									
ACCOUNT TOTAL							95.00	.00	95.00
101-2253-423.72-36 OPERATING SUPPLIES / BIRTHDAY PARTY SUPPLIES									
557		04/25 AP		09/19/24	0147597	US BANK	351.00		10/07/24
ANYPROMO.COM INDOOR PARK/PUMPKIN TOTES									
ACCOUNT TOTAL							351.00	.00	351.00
101-2253-423.72-38 OPERATING SUPPLIES / STAFF SHIRTS									
650		04/25 AP		10/08/24	0000000	SERVICEWEAR APPAREL, INC.	113.53		10/15/24
557		04/25 AP		08/21/24	0147597	US BANK	239.88		10/07/24
REC STAFF UNIFORMS									
PY *SHIRT SHACK INC. STAFF SHIRTS									
ACCOUNT TOTAL							353.41	.00	353.41
101-2253-423.72-43 OPERATING SUPPLIES / REC CONCESSIONS									
650		04/25 AP		10/10/24	0000000	ATLANTIC COCA-COLA	307.95		10/15/24
557		04/25 AP		09/09/24	0147597	US BANK	50.97		10/07/24
557		04/25 AP		09/09/24	0147597	US BANK	24.60		10/07/24
557		04/25 AP		09/04/24	0147597	US BANK	50.34		10/07/24
557		04/25 AP		09/04/24	0147597	US BANK	158.78		10/07/24
557		04/25 AP		09/03/24	0147597	US BANK	33.96		10/07/24
AMAZON MKTPL*ZT23Q45R0 COFFEE CREAMER									
AMAZON RETA* ZT2300MW1 CLIFF BARS									
AMAZON MKTPL*ZT6P72V52 FOOD STORAGE/S-HOOKS									
AMAZON RETA* ZT0D15G22 CANDY/CHIPS-CONCESSIONS									
AMAZON MARK* ZT2VG6TR2 FOOD STORAGE BINS									

PREPARED 10/15/2024, 10:13:49
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 12
 ACCOUNTING PERIOD 03/2025

GROUP	PO	ACCTG	-----TRANSACTION-----			DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION		BALANCE
								POST DT
FUND 101 GENERAL FUND								
101-2253-423.72-43 OPERATING SUPPLIES /					REC CONCESSIONS	continued		
557		04/25 AP		09/02/24	0147597	US BANK	39.99	10/07/24
						AMZN MKTP US*RK5HJ11K1		
						SNICKERS-CONCESSIONS		
557		04/25 AP		08/30/24	0147597	US BANK	37.98	10/07/24
						AMZN MKTP US*RK7JF6A71		
						CHEX MIX-CONCESSIONS		
ACCOUNT TOTAL							704.57	704.57
101-2253-423.72-44 OPERATING SUPPLIES /					EXERCISE EQUIP. REPAIRS			
557		04/25 AP		09/06/24	0147597	US BANK	7.17	10/07/24
						O DONNELL ACE HARDWARE		
						PIPE INSULATION FOR		
557		04/25 AP		08/28/24	0147597	US BANK	79.50	10/07/24
						FITNESS PLUS EQUIPMENT S		
						BIKE SEAT REPLACEMENT		
ACCOUNT TOTAL							86.67	86.67
101-2253-423.72-47 OPERATING SUPPLIES /					ADULT EXERCISE EQUIP			
577		04/25 AP		09/22/24	0000000	PUSH PEDAL PULL-CDR	267.00	10/15/24
						WEIGHT MACHINE REPAIR		
557		04/25 AP		09/17/24	0147597	US BANK	77.20	10/07/24
						SPORTSMITH LLC		
						MATRIX BIKE SEAT		
ACCOUNT TOTAL							344.20	344.20
101-2253-423.72-50 OPERATING SUPPLIES /					SPECIAL PROGRAM SUPPLIES			
557		04/25 AP		08/29/24	0147597	US BANK	22.98	10/07/24
						AMAZON MARK* RK54X3OU0		
						BALL HOLDERS		
ACCOUNT TOTAL							22.98	22.98
101-2253-423.73-55 OTHER SUPPLIES /					MEDIA			
577		04/25 AP		09/30/24	0000000	ICAN, INC.	75.00	10/15/24
						B10 COMMERCIALS		
ACCOUNT TOTAL							75.00	75.00
101-2253-423.83-04 TRANSPORTATION&EDUCATION /					DUES & MEMBERSHIPS			
557		04/25 AP		09/18/24	0147597	US BANK	25.00	10/07/24
						ANYPROMO.COM		
						DIGITAL PLATINUM MMRSH		
ACCOUNT TOTAL							25.00	25.00
101-2253-423.83-06 TRANSPORTATION&EDUCATION /					EDUCATION			
557		04/25 AP		09/02/24	0147597	US BANK	135.00	10/07/24

PREPARED 10/15/2024, 10:13:49
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 13
 ACCOUNTING PERIOD 03/2025

GROUP	PO	ACCTG	-----TRANSACTION-----			DESCRIPTION	DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE	

FUND 101 GENERAL FUND									
101-2253-423.83-06 TRANSPORTATION&EDUCATION / EDUCATION continued									
557		IPRA* IA				REG:DEVINE-IPRA WORKSHOP			
	04/25	AP	08/21/24	0147597	US BANK	8.50		10/07/24	
					UIOWA ONLINE PAYMENTS				
					BLS HEALTHCARE CARDS-1				
ACCOUNT TOTAL							143.50	.00	143.50
101-2253-423.86-30 REPAIR & MAINTENANCE / MAINTENANCE & UPKEEP									
650						CITY LAUNDERING CO.	58.44	10/15/24	
	04/25	AP	10/07/24	0000000					
659						FEDERAL EXPRESS	17.40	10/15/24	
	04/25	AP	10/02/24	0000000					
650						IWMC	58.00	10/15/24	
	04/25	AP	10/01/24	0000000					
577						OCT'24			
	04/25	AP	09/30/24	0000000	CULLIGAN WATER CONDITIONING	9.55		10/15/24	
					SOFTNER SALT				
577						IWMC	600.00	10/15/24	
	04/25	AP	09/30/24	0000000					
577						H2I GROUP	4,400.00	10/15/24	
	04/25	AP	09/27/24	0000000					
557						US BANK	32.99	10/07/24	
	04/25	AP	09/16/24	0147597					
557						KILLER WEED & GRS RTU			
	04/25	AP	09/10/24	0147597	US BANK	20.07		10/07/24	
					O DONNELL ACE HARDWARE				
557						HAMMER / MOUSE TRAPS			
	04/25	AP	09/09/24	0147597	US BANK	18.04		10/07/24	
					AMZN MKTP US*ZT6CE7B80				
577						BATTERIES			
	04/25	AP	08/26/24	0000000	SHERWIN-WILLIAMS COMPANY	24.49		10/15/24	
					FACILITY PAINT				
ACCOUNT TOTAL							5,238.98	.00	5,238.98
101-2253-423.86-31 REPAIR & MAINTENANCE / THE FALLS REPAIR & MAINT.									
577						PLUMB TECH INC.	4,785.93	10/15/24	
	04/25	AP	09/26/24	0000000					
577						LR JET PUMP ELBOW			
	04/25	AP	09/18/24	0000000	CARRICO AQUATIC RESOURCES INC	6,797.91		10/15/24	
					ZD-RETROFIT, LR BULBS				
557						LAP-FAN LIV REPAIRS	15.15	10/07/24	
	04/25	AP	09/17/24	0147597	US BANK				
557						LAG SCREWS/YARD DRAIN CVR			
	04/25	AP	09/05/24	0147597	US BANK	147.00		10/07/24	
557						ANTIFREEZE			
	04/25	AP	08/30/24	0147597	US BANK	25.99		10/07/24	
					O DONNELL ACE HARDWARE				
557						SAW BLADE			
	04/25	AP	08/23/24	0147597	US BANK	74.65		10/07/24	
					O DONNELL ACE HARDWARE				
557						MAGNETS/LINE TRIMMER			
	04/25	AP	08/21/24	0147597	US BANK	34.36		10/07/24	
					O DONNELL ACE HARDWARE				
					DISH SOAP/TAPE/BAGGIES				
ACCOUNT TOTAL							11,880.99	.00	11,880.99

PREPARED 10/15/2024, 10:13:49
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 14
ACCOUNTING PERIOD 03/2025

GROUP NBR	PO NBR	ACCTG PER.	----	TRANSACTION	----	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
			CD	DATE	NUMBER				POST DT
FUND 101 GENERAL FUND									
101-2280-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
579		04/25	AP	10/02/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	26.42		10/15/24
						CARDSTOCK PAPER			
557		04/25	AP	09/03/24	0147597	US BANK	28.94		10/07/24
						AMAZON MARK* ZT93K6TA2			
557		04/25	AP	08/26/24	0147597	US BANK	58.87		10/07/24
						AMAZON MKTPL*RK2RY4052			
						FAN, FLY SWATTERS			
						ACCOUNT TOTAL	114.23	.00	114.23
101-2280-423.72-70 OPERATING SUPPLIES / CLASSROOM SUPPLIES									
579		04/25	AP	10/03/24	0000000	O'DONNELL ACE HARDWARE	36.15		10/15/24
						SANDPAPER, SPRAY PAINT,			
						SCOUR PAD			
557		04/25	AP	09/20/24	0147597	US BANK	32.99		10/07/24
						MICHAELS STORES 1246			
						CYANOTYPE SUPPLIES			
557		04/25	AP	09/20/24	0147597	US BANK	33.96		10/07/24
						AMAZON MKTPL*8T9VILBY3			
						PAINT SYRINGES			
557		04/25	AP	09/17/24	0147597	US BANK	104.99		10/07/24
						AMAZON MARK* 2W1YT31T3			
						UTILITY CART FOR CERAMICS			
557		04/25	AP	09/16/24	0147597	US BANK	20.94		10/07/24
						WAL-MART #0753			
						JARS			
557		04/25	AP	09/16/24	0147597	US BANK	19.14		10/07/24
						MICHAELS STORES 1246			
						BEADS, CRICUT SUPPLIES			
557		04/25	AP	09/10/24	0147597	US BANK	27.98		10/07/24
						AMAZON MKTPL*Z87EJ0AZ2			
						WHITE PAPER MASKS			
557		04/25	AP	09/09/24	0147597	US BANK	22.99		10/07/24
						AMZN MKTP US*ZT8I81M70			
						TEMPERA PAINT			
557		04/25	AP	09/06/24	0147597	US BANK	9.93		10/07/24
						HOBBY-LOBBY #0135			
						CLASSROOM SUPPLIES			
557		04/25	AP	09/03/24	0147597	US BANK	75.98		10/07/24
						AMAZON MARK* RK8O397V1			
						CANVAS BOARDS			
557		04/25	AP	09/02/24	0147597	US BANK	68.22		10/07/24
						MENARDS CEDAR FALLS IA			
						SANDPAPER, WAGON, SHIMS			
557		04/25	AP	08/30/24	0147597	US BANK	32.49		10/07/24
						WAL-MART #0753			
						PHOTO PAPER, BEADS,			
557		04/25	AP	08/22/24	0147597	US BANK	9.95		10/07/24
						HOBBY-LOBBY #0135			
						CRAFT PAPER SUPPLIES			
557		04/25	AP	08/21/24	0147597	US BANK	36.28		10/07/24
						WM SUPERCENTER #753			
						GOOGLY EYES, PHOTO PAPER			
						ACCOUNT TOTAL	531.99	.00	531.99
101-2280-423.72-71 OPERATING SUPPLIES / GALLERY SUPPLIES									
579		04/25	AP	10/04/24	0000000	SIGNS & DESIGNS, INC.	30.00		10/15/24
						PLEIN AIR EXHIBIT VINYL			
579		04/25	AP	10/02/24	0000000	O'DONNELL ACE HARDWARE	.92		10/15/24
						SCREWS			
557		04/25	AP	09/05/24	0147597	US BANK	32.35		10/07/24

PREPARED 10/15/2024, 10:13:49
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 15
 ACCOUNTING PERIOD 03/2025

GROUP	PO	ACCTG	----	TRANSACTION----						CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	POST DT	BALANCE
FUND 101 GENERAL FUND										
101-2280-423.72-71 OPERATING SUPPLIES / GALLERY SUPPLIES						continued				
						O DONNELL ACE HARDWARE				
						PACKING TAPE, ADHESIVE				
						ACCOUNT TOTAL	63.27	.00		63.27
101-2280-423.72-72 OPERATING SUPPLIES / PRODUCTS FOR RESALE										
579		04/25 AP		09/26/24	0000000	FINAL THURSDAY PRESS	31.41			10/15/24
						VINCE GOTERA BOOKS				
						ACCOUNT TOTAL	31.41	.00		31.41
101-2280-423.72-74 OPERATING SUPPLIES / SERVICE/VOLUNTEER SUPP.										
557		04/25 AP		09/03/24	0147597	US BANK	13.99			10/07/24
						AMAZON MARK* ZT93K6TA2				
						H FRAME WIRE SIGN STAKES				
557		04/25 AP		09/02/24	0147597	US BANK	2.38			10/07/24
						KWIK STAR #726				
						WATER FOR PLAY ACTORS				
557		04/25 AP		08/21/24	0147597	US BANK	28.94			10/07/24
						AMAZON MKTPL*RU10V6SB0				
						POETRY WALL MAGNET KIT				
						ACCOUNT TOTAL	45.31	.00		45.31
101-2280-423.72-99 OPERATING SUPPLIES / POSTAGE										
557		04/25 AP		09/11/24	0147597	US BANK	15.00			10/07/24
						USPS PO 1814940913				
						TINY ART RETURN POSTAGE				
						ACCOUNT TOTAL	15.00	.00		15.00
101-2280-423.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										
579		04/25 AP		09/30/24	0000000	VESTIS	13.94			10/15/24
						MAT SERVICE				
579		04/25 AP		09/20/24	0000000	BEHM, KIM	200.00			10/15/24
						MODERN ART BRUNCH & LEARN				
						INSTRUCTOR - 10/2-10/23				
579		04/25 AP		09/01/24	0000000	CLEVELAND DESIGN + PHOTO, INC	360.00			10/15/24
						WHEEL THROWING INSTRUCTOR				
						10/29-12/3/24				
						ACCOUNT TOTAL	573.94	.00		573.94
101-2280-423.81-61 PROFESSIONAL SERVICES / PROMOTIONS										
557		04/25 AP		09/18/24	0147597	US BANK	231.00			10/07/24
						BUSY BEAVER BUTTON CO.				
						RED HOUSE EXHIBIT BUTTONS				
557		04/25 AP		09/10/24	0147597	US BANK	119.40			10/07/24
						CANVA* I04269-56744840				
						CANVA ANNUAL SUBSCRIPTION				
557		04/25 AP		09/04/24	0147597	US BANK	18.23			10/07/24
						FACEBK *SU9EG9CZN2				
						FACEBOOK ADS				
557		04/25 AP		08/29/24	0147597	US BANK	36.16			10/07/24

PREPARED 10/15/2024, 10:13:49
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 16
ACCOUNTING PERIOD 03/2025

GROUP	PO	ACCTG	----	TRANSACTION----							CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	POST	DT	BALANCE
FUND 101 GENERAL FUND											
101-2280-423.81-61						PROFESSIONAL SERVICES / PROMOTIONS					
						continued					
557		04/25 AP		08/27/24	0147597	US BANK	59.00				10/07/24
						BUSY BEAVER BUTTON CO.					
						HEARST WEBSITE RENEWAL					
						OSIE EXHIBIT BUTTONS					
						ACCOUNT TOTAL	463.79	.00			463.79
101-2280-423.86-01						REPAIR & MAINTENANCE / REPAIR & MAINTENANCE					
579		04/25 AP		10/03/24	0000000	HAWKEYE ALARM & SIGNAL CO.	311.14				10/15/24
						MOTION DETECTOR REPAIR					
						ACCOUNT TOTAL	311.14	.00			311.14
101-2280-423.88-21						OUTSIDE AGENCIES / PUBLIC ART COMMITTEE					
557		04/25 AP		09/06/24	0147597	US BANK	53.99				10/07/24
						TST*PATTONS					
						SCULPTURE CLEANING LUNCH					
						ACCOUNT TOTAL	53.99	.00			53.99
101-2280-423.89-33						MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM					
557		04/25 AP		09/20/24	0147597	US BANK	72.06				10/07/24
						SMARTSIGN					
557		04/25 AP		08/23/24	0147597	US BANK	155.46				10/07/24
						ART EDUCATORS OF MINNE					
						REG:GRAHAM-ART EDU CONF.					
						ACCOUNT TOTAL	227.52	.00			227.52
101-2280-423.92-01						STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS					
579		04/25 AP		10/01/24	0000000	EDEN PLUS, LLC	8,750.00				10/15/24
						FEASIBILITY STUDY					
						PAYMENT 4 OF 4					
						ACCOUNT TOTAL	8,750.00	.00			8,750.00
101-2280-423.93-01						EQUIPMENT / EQUIPMENT					
557		04/25 AP		09/16/24	0147597	US BANK	99.64				10/07/24
						MENARDS WATERLOO IA					
						BELT SANDER, BELTS, MASKS					
						ACCOUNT TOTAL	99.64	.00			99.64
101-4511-414.72-02						OPERATING SUPPLIES / LAUNDRY					
646		04/25 AP		10/07/24	0000000	CITY LAUNDERING CO.	39.25				10/15/24
						FIRST AID KIT RESTOCK					
						1718 MAIN-STATION 2					
646		04/25 AP		10/07/24	0000000	CITY LAUNDERING CO.	28.86				10/15/24
						FIRST AID KIT RESTOCK					
						4600 S MAIN					

PREPARED 10/15/2024, 10:13:49
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 17
ACCOUNTING PERIOD 03/2025

GROUP	PO	ACCTG	-----TRANSACTION-----		DESCRIPTION	DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE
								POST DT
FUND 101 GENERAL FUND								
101-4511-414.72-02					OPERATING SUPPLIES / LAUNDRY	continued		
646		04/25 AP		09/27/24	0000000 VESTIS	11.25		10/15/24
					TOWELS - STATION #2			
646		04/25 AP		09/27/24	0000000 VESTIS	34.75		10/15/24
					TOWELS & MATS - PSS BLDG			
646		04/25 AP		07/01/24	0000000 CITY LAUNDRING CO.	57.81		10/15/24
					FIRST AID KIT RESTOCK			
					6/20/24-MAIN ST-STATION 2			
					ACCOUNT TOTAL	171.92	.00	171.92
101-4511-414.72-09					OPERATING SUPPLIES / EQUIPMENT REPAIR			
646		04/25 AP		10/03/24	0000000 O'DONNELL ACE HARDWARE	18.69		10/15/24
					ELECT. TAPE & SPRAY PAINT			
					ACCOUNT TOTAL	18.69	.00	18.69
101-4511-414.72-10					OPERATING SUPPLIES / FIRE PREVENTION			
557		04/25 AP		09/16/24	0147597 US BANK	1,403.49		10/07/24
					NFPA NATL FIRE PROTECT			
					BOOKLETS;BANNERS;POSTERS			
					ACCOUNT TOTAL	1,403.49	.00	1,403.49
101-4511-414.72-19					OPERATING SUPPLIES / PRINTING			
646		04/25 AP		10/07/24	0000000 STOREY KENWORTHY	145.00		10/15/24
					FIRE SHIFT CALENDAR 2025			
					250 POCKET CALENDAR CARDS			
					ACCOUNT TOTAL	145.00	.00	145.00
101-4511-414.73-10					OTHER SUPPLIES / HEADQUARTER SUPPLIES			
557		04/25 AP		09/17/24	0147597 US BANK	22.50		10/07/24
					IOWA SPORTS SUPPLY			
					CIVILIAN LIFE SAVER AWARD			
557		04/25 AP		09/05/24	0147597 US BANK	106.68		10/07/24
					SQ *TROPHYKITS.COM			
					ANNUAL AWARDS-GIFT BOXES			
					ACCOUNT TOTAL	129.18	.00	129.18
101-4511-414.81-01					PROFESSIONAL SERVICES / PROFESSIONAL SERVICES			
557		04/25 AP		09/04/24	0147597 US BANK	110.50		10/07/24
					IOWA ONLINE PAYMENTS			
					BLS HEALTHCARE CARDS-13			
557		04/25 AP		08/21/24	0147597 US BANK	93.50		10/07/24
					IOWA ONLINE PAYMENTS			
					BLS HEALTHCARE CARDS-11			
601		03/25 AP		06/01/24	0147575 TARGETSOLUTIONS LEARNING, LLC		1,794.00	10/07/24
					ACCOUNT CORRECTION			
					VECTOR CHECK IT SOFTWARE			
					ACCOUNT TOTAL	204.00	1,794.00	1,590.00-

PREPARED 10/15/2024, 10:13:49
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 18
 ACCOUNTING PERIOD 03/2025

GROUP	PO	ACCTG	----	TRANSACTION----			DEBITS	CREDITS	CURRENT	
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE	
									POST DT	
FUND 101 GENERAL FUND										
101-4511-414.86-50						REPAIR & MAINTENANCE / SERVICE CONTRACTS				
601		03/25 AP		07/01/24	0146828	TARGETSOLUTIONS LEARNING, LLC	6,860.48			10/07/24
						VECTORSOLUTIONS SOFTWARE				
						7/1/24 - 6/30/25				
601		03/25 AP		06/01/24	0147575	TARGETSOLUTIONS LEARNING, LLC	897.00			10/07/24
						VECTOR CHECK IT SOFTWARE				
						6/1/24-5/31/25				
						ACCOUNT TOTAL	7,757.48	.00		7,757.48
101-4511-414.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE										
557		04/25 AP		08/26/24	0147597	US BANK	121.00			10/07/24
						JHIGGINSLTD				
						HONOR GUARD PANTS-HANSON				
						ACCOUNT TOTAL	121.00	.00		121.00
101-4511-414.93-01 EQUIPMENT / EQUIPMENT										
557		04/25 AP		09/18/24	0147597	US BANK	91.44			10/07/24
						WAL-MART #0753				
						TV-PSS STATUS MONITOR				
557		04/25 AP		09/06/24	0147597	US BANK	378.00			10/07/24
						WAL-MART #0753				
						REPL.TV-FIRE STATION #2				
557		04/25 AP		08/27/24	0147597	US BANK	580.51			10/07/24
						AMZN MKTP US*RK3E15A92				
						LADDER FOR TRUCK 502				
						ACCOUNT TOTAL	1,049.95	.00		1,049.95
101-5521-415.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
584		04/25 AP		10/01/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	141.56			10/15/24
						SUPPLIES;TAPE,NOTEPADS,				
						CALENDARS,FOLDERS				
646		04/25 AP		09/27/24	0000000	VESTIS	25.36			10/15/24
						MATS - PSS BLDG				
557		04/25 AP		09/09/24	0147597	US BANK	102.80			10/07/24
						AMZN MKTP US*ZT3VA6IL2				
						LAMINATING SHEETS-PD				
						ACCOUNT TOTAL	269.72	.00		269.72
101-5521-415.71-05 OFFICE SUPPLIES / ADVERTISING										
584		04/25 AP		09/30/24	0000000	WATERLOO TOWNSQUARE MEDIA	3,111.00			10/15/24
						PSO RECRUITING-RADIO ADS				
557		04/25 AP		09/02/24	0147597	US BANK	10.20			10/07/24
						FACEBK *H4XHG9YTJ2				
						AD:CF NIGHT OUT				
						ACCOUNT TOTAL	3,121.20	.00		3,121.20
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
646		04/25 AP		10/07/24	0000000	CITY LAUNDERING CO.	56.30			10/15/24
						FIRST AID KIT RESTOCK				
						4600 S MAIN				

PREPARED 10/15/2024, 10:13:49
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 19
ACCOUNTING PERIOD 03/2025

GROUP	PO	ACCTG	----	TRANSACTION	----				CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE
									POST DT
FUND 101 GENERAL FUND									
101-5521-415.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES	continued		
584		04/25 AP		10/03/24	0000000	SHRED-IT USA	77.37		10/15/24
				03/25 AP	07/29/24	DOC. DESTRUCTION			
					0147327	9/12/24 4600 S MAIN			
670						C & C WELDING & SANDBLASTING		5,376.12	10/14/24
						ACCOUNT CORRECTION			
						VAN SETUP			
						ACCOUNT TOTAL	133.67	5,376.12	5,242.45-
101-5521-415.72-08 OPERATING SUPPLIES / CAMERA & PHOTO EQUIPMENT									
557		04/25 AP		09/02/24	0147597	US BANK	19.98		10/07/24
						AMAZON MKTPL*RK6HP12L0			
						SHUTTER RELEASE CABLE			
						ACCOUNT TOTAL	19.98	.00	19.98
101-5521-415.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT									
557		04/25 AP		09/12/24	0147597	US BANK	639.44		10/07/24
						AXON			
						8 TASER BATTERY PACKS			
557		04/25 AP		09/12/24	0147597	US BANK	289.48		10/07/24
						AMAZON MARK* GS3NJ1X23			
						2-CLUB SHOT TIMERS/CASES			
670		03/25 AP		07/29/24	0147327	C & C WELDING & SANDBLASTING		5,376.13	10/14/24
						ACCOUNT CORRECTION			
						VAN SETUP			
						ACCOUNT TOTAL	928.92	5,376.13	4,447.21-
101-5521-415.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES									
584		04/25 AP		10/04/24	0000000	MCKENNA MCNELLY PHOTOGRAPHY	75.00		10/15/24
						PROF.PHOTO-SPRAY			
584		04/25 AP		10/04/24	0000000	MCKENNA MCNELLY PHOTOGRAPHY	75.00		10/15/24
						PROF.PHOTO-DUBOIS			
584		04/25 AP		10/01/24	0000000	THOMSON REUTERS - WEST	314.93		10/15/24
						CLEAR INVEST. SOFTWARE			
						9/1/24 - 9/30/24			
584		04/25 AP		09/20/24	0000000	MCKENNA MCNELLY PHOTOGRAPHY	75.00		10/15/24
						PROF.PHOTO-WELLER			
584		04/25 AP		09/19/24	0000000	MCKENNA MCNELLY PHOTOGRAPHY	75.00		10/15/24
						PROF.PHOTO-CLAYPOOL			
601		03/25 AP		07/01/24	0146828	TARGETSOLUTIONS LEARNING, LLC		13,720.95	10/07/24
						ACCOUNT CORRECTION			
						VECTORSOLUTIONS SOFTWARE			
						ACCOUNT TOTAL	614.93	13,720.95	13,106.02-
101-5521-415.81-70 PROFESSIONAL SERVICES / CONTRACT SERVICES									
584		04/25 AP		09/21/24	0000000	VALLEY WIDE TOWING AND RECOVER	1.00		10/15/24
						TOW/HOOK FEE #24-079408			
						TOWED FROM EVENT AREA			
584		04/25 AP		09/21/24	0000000	VALLEY WIDE TOWING AND RECOVER	1.00		10/15/24
						TOW/HOOK FEE #24-079408			
						TOWED FROM EVENT AREA			
584		04/25 AP		09/08/24	0000000	VALLEY WIDE TOWING AND RECOVER	1.00		10/15/24

PREPARED 10/15/2024, 10:13:49
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 20
 ACCOUNTING PERIOD 03/2025

GROUP	PO	ACCTG	----	TRANSACTION----					CURRENT	
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE	
									POST DT ----	
FUND 101 GENERAL FUND										
101-5521-415.81-70	PROFESSIONAL SERVICES / CONTRACT SERVICES					continued				
584		04/25 AP		09/06/24	0000000	VALLEY WIDE TOWING AND RECOVER	1.00		10/15/24	
						RECOVERED STOLEN VEHICLE				
584		04/25 AP		08/06/24	0000000	VALLEY WIDE TOWING AND RECOVER	1.00		10/15/24	
						RECOVERED STOLEN MTRCYCLE				
601		03/25 AP		07/01/24	0146828	TARGETSOLUTIONS LEARNING, LLC	6,860.47		10/07/24	
						7/1/24 - 6/30/25				
601		03/25 AP		06/01/24	0147575	TARGETSOLUTIONS LEARNING, LLC	897.00		10/07/24	
						VECTOR CHECK IT SOFTWARE				
						6/1/24-5/31/25				
						ACCOUNT TOTAL	7,762.47	.00	7,762.47	
101-5521-415.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
557		04/25 AP		09/20/24	0147597	US BANK	190.09		10/07/24	
						HILTON GARDEN INN				
557		04/25 AP		09/20/24	0147597	US BANK	29.52		10/07/24	
						POPEYES 10628				
557		04/25 AP		09/19/24	0147597	US BANK	33.03		10/07/24	
						SUBWAY 11511				
557		04/25 AP		09/19/24	0147597	US BANK	54.08		10/07/24	
						JOHNNYS ITALIAN STEAKHOUS				
557		04/25 AP		08/28/24	0147597	US BANK	221.89		10/07/24	
						HILTON HOTELS CHICAGO SER				
557		04/25 AP		08/26/24	0147597	US BANK	621.60		10/07/24	
						HAMPTON INNS				
557		04/25 AP		08/26/24	0147597	US BANK	621.60		10/07/24	
						HAMPTON INNS				
557		04/25 AP		08/26/24	0147597	US BANK	621.60		10/07/24	
						HAMPTON INNS				
557		04/25 AP		08/23/24	0147597	US BANK	36.92		10/07/24	
						JIMMY JOHNS - 2490				
557		04/25 AP		08/22/24	0147597	US BANK	36.92		10/07/24	
						JIMMY JOHNS - 2490				
557		04/25 AP		08/21/24	0147597	US BANK	36.65		10/07/24	
						JIMMY JOHNS - 2490				
						ACCOUNT TOTAL	2,503.90	.00	2,503.90	
101-5521-415.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
557		04/25 AP		09/11/24	0147597	US BANK	175.00		10/07/24	
						AVENTRI LLC				
601		03/25 AP		09/11/24	0147597	US BANK		175.00	10/07/24	
						DESCRIPTION CORRECTION				
601		03/25 AP		09/11/24	0147597	US BANK	175.00		10/07/24	
						AVENTRI LLC				
557		04/25 AP		09/02/24	0147597	US BANK	70.88		10/07/24	
						FARM & FLT OF CEDAR FLS				
						BACKSTOP SUPPL.-TRAINING				

PREPARED 10/15/2024, 10:13:49
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 21
ACCOUNTING PERIOD 03/2025

GROUP	PO	ACCTG	-----TRANSACTION-----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 101 GENERAL FUND									
101-5521-415.83-06 TRANSPORTATION&EDUCATION / EDUCATION continued									
ACCOUNT TOTAL							420.88	175.00	245.88
101-5521-415.83-08 TRANSPORTATION&EDUCATION / ACADEMY									
557		04/25 AP		09/02/24	0147597	US BANK	230.00		10/07/24
						IOWA PRISON INDUSTRIES ILEA UNIFORM-C.O'HERN			
557		04/25 AP		08/21/24	0147597	US BANK	230.00		10/07/24
						IOWA PRISON INDUSTRIES ILEA UNIFORM-E. CORDOVA			
ACCOUNT TOTAL							460.00	.00	460.00
101-5521-415.86-06 REPAIR & MAINTENANCE / WEAPONS MAINTENANCE									
557		04/25 AP		09/06/24	0147597	US BANK	134.98		10/07/24
						AMZN MKTP US*ZT76272Z2 2-SIGHT TOOLS-GLOCK MAINT			
557		04/25 AP		09/06/24	0147597	US BANK	170.43		10/07/24
						AMZN MKTP US*ZT87V8PH0 3-WHEELER FAT WRENCHES			
ACCOUNT TOTAL							305.41	.00	305.41
101-5521-415.89-99 MISCELLANEOUS SERVICES / CANINE UNIT									
557		04/25 AP		09/16/24	0147597	US BANK	358.40		10/07/24
						COBBLESTONE FOREST CIT HTL-K9 HDLR.TRNG-MARCOTTE			
557		04/25 AP		09/09/24	0147597	US BANK	320.00		10/07/24
						COBBLESTONE FOREST CIT HTL-K9 HDLR.TRNG-MARCOTTE			
557		04/25 AP		08/21/24	0147597	US BANK	123.96		10/07/24
						RAY ALLEN MANUFACTURING K9 ID COLLAR-ZARA			
ACCOUNT TOTAL							802.36	.00	802.36
101-5521-415.93-01 EQUIPMENT / EQUIPMENT									
557		04/25 AP		09/18/24	0147597	US BANK		97.00	10/07/24
						WAL-MART #0753 RETURNED TV-WRONG SIZE			
557		04/25 AP		09/18/24	0147597	US BANK	97.00		10/07/24
						WAL-MART #0753 TV-PSS STATUS MONITOR			
557		04/25 AP		09/18/24	0147597	US BANK	91.44		10/07/24
						WAL-MART #0753 TV-PSS STATUS MONITOR			
ACCOUNT TOTAL							188.44	97.00	91.44
101-5521-425.81-20 PROFESSIONAL SERVICES / HUMANE SOCIETY									
670		03/25 AP		07/29/24	0147327	C & C WELDING & SANDBLASTING	10,752.25		10/14/24
						VAN SETUP SWAT/COMMANDR/ANML CTRL			
ACCOUNT TOTAL							10,752.25	.00	10,752.25

PREPARED 10/15/2024, 10:13:49
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 22
 ACCOUNTING PERIOD 03/2025

GROUP	PO	ACCTG	----TRANSACTION----			DESCRIPTION	DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE	

FUND 101 GENERAL FUND									
101-6613-433.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES			
597		04/25 AP 09/30/24			0000000	CULLIGAN WATER CONDITIONING	7.75		10/15/24
						WATER AT CEMETERY			
						9/10/24			
653		04/25 AP 09/30/24			0000000	NAPA AUTO PARTS	15.98		10/15/24
						NAPA PARTS			
602		04/25 AP 09/03/24			0000000	STOREY KENWORTHY	30.89		10/15/24
						REQUEST FOR LEAVE FORMS			
						ACCOUNT TOTAL	54.62	.00	54.62
101-6616-446.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES			
602		04/25 AP 10/02/24			0000000	O'DONNELL ACE HARDWARE	30.76		10/15/24
						DAWN DISH SOAP			
						PROJECT#: 062506			
602		04/25 AP 10/02/24			0000000	O'DONNELL ACE HARDWARE	68.97		10/15/24
						BATTERIES			
						PROJECT#: 062506			
602		04/25 AP 10/01/24			0000000	OFFICE EXPRESS OFFICE PRODUCT	175.72		10/15/24
						RUBBER BANDS, TOWELS			
						PROJECT#: 062501			
602		04/25 AP 10/01/24			0000000	O'DONNELL ACE HARDWARE	38.37		10/15/24
						HOOKS AND TAPE			
						PROJECT#: 062511			
602		04/25 AP 09/25/24			0000000	MENARDS-CEDAR FALLS	5.88		10/15/24
						WALL PLATE			
						PROJECT#: 062511			
602		04/25 AP 09/25/24			0000000	MENARDS-CEDAR FALLS	9.98		10/15/24
						GROMMET			
						PROJECT#: 062511			
570		04/25 AP 09/24/24			0000000	OFFICE EXPRESS OFFICE PRODUCT	227.41		10/15/24
						TISSUES AND DEODORIZERS			
						PROJECT#: 062506			
557		04/25 AP 09/20/24			0147597	US BANK	92.28		10/07/24
						USA CLEAN BY JON-DON			
						FLOOR SCRUBBER HOSES			
						PROJECT#: 062511			
557		04/25 AP 09/20/24			0147597	US BANK	196.88		10/07/24
						AMZN MKTP US*AP7XJ7YN3			
						BATHROOM DISPENSERS			
						PROJECT#: 062511			
570		04/25 AP 09/18/24			0000000	PLUMB SUPPLY COMPANY, LLC	88.70		10/15/24
						TOLIET SEATS			
						PROJECT#: 062503			
570		04/25 AP 09/17/24			0000000	MENARDS-CEDAR FALLS	6.66		10/15/24
						SHIMS AND BOARDS			
						PROJECT#: 062511			
570		04/25 AP 09/17/24			0000000	MENARDS-CEDAR FALLS	8.95		10/15/24
						SOCKETS AND DRIVERS			
						PROJECT#: 062511			
557		04/25 AP 09/09/24			0147597	US BANK	33.98		10/07/24
						AMAZON MARK* ZT6C01UU2			
						ADA SHOWER SET			

PREPARED 10/15/2024, 10:13:49
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 23
 ACCOUNTING PERIOD 03/2025

GROUP	PO	ACCTG	-----TRANSACTION-----			DESCRIPTION	DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE	

FUND 101 GENERAL FUND									
101-6616-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES continued									
PROJECT#:		062501							
557		04/25 AP		09/09/24	0147597	US BANK	28.98	10/07/24	
						AMAZON MKTPL*ZT42H9VG1			
						REFLECTIVE TAPE			
PROJECT#:		062511							
602		04/25 AP		09/03/24	0000000	STOREY KENWORTHY	30.89	10/15/24	
						REQUEST FOR LEAVE FORMS			
557		04/25 AP		08/29/24	0147597	US BANK	72.40	10/07/24	
						AMAZON MKTPL*RKOKV34N1			
						DISPOSAL BAGS			
PROJECT#:		062511							
557		04/25 AP		08/23/24	0147597	US BANK	23.45	10/07/24	
						AMAZON MKTPL*R43I69LZ0			
						CABLE TRAYS			
PROJECT#:		062511							
557		04/25 AP		08/21/24	0147597	US BANK	196.88	10/07/24	
						AMZN MKTP US*R42KS7AO2			
						DISPENSERS			
PROJECT#:		062511							
ACCOUNT TOTAL							1,337.14	.00	1,337.14
101-6616-446.72-17 OPERATING SUPPLIES / UNIFORMS									
644		04/25 AP		09/25/24	0000000	NORTH AMERICAN SAFETY, INC	68.00	10/15/24	
						HI VISION UNIFORMS PUB BL			
						DG			
597		04/25 AP		09/24/24	0000000	SERVICEWEAR APPAREL, INC.	151.14	10/15/24	
						UNIFORMS FOR PUB BLDG			
597		04/25 AP		09/21/24	0000000	SERVICEWEAR APPAREL, INC.	60.26	10/15/24	
						UNIFORMS FOR PUB BLDG			
ACCOUNT TOTAL							279.40	.00	279.40
101-6616-446.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT									
570		04/25 AP		09/25/24	0000000	INTERSTATE ALL BATTERY CENTER	684.50	10/15/24	
						FLOOR SCRUBBER BATTERIES			
PROJECT#:		062506							
653		04/25 AP		09/25/24	0000000	O'DONNELL ACE HARDWARE	25.99	10/15/24	
						MAGNETIC TAPE			
ACCOUNT TOTAL							710.49	.00	710.49
101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR									
570		04/25 AP		09/30/24	0000000	O'DONNELL ACE HARDWARE	7.38	10/15/24	
						LIGHT BULB			
PROJECT#:		062508							
602		04/25 AP		09/30/24	0000000	KOCH CONSTRUCTION, INC.	775.94	10/15/24	
						ROOF LEAK REPAIR			
						HEARST CENTER			
PROJECT#:		062505							
602		04/25 AP		09/30/24	0000000	KOCH CONSTRUCTION, INC.	402.35	10/15/24	
						FASCIA REPAIR			
						18TH STREET FIRE STN			

PREPARED 10/15/2024, 10:13:49
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 24
 ACCOUNTING PERIOD 03/2025

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR						continued				
PROJECT#:		062510								
602		04/25 AP		09/30/24	0000000	MILLER FENCE CO., INC.	185.00			10/15/24
		GATE REPAIR								
PROJECT#:		062511								
570		04/25 AP		09/29/24	0000000	CORY'S PAINTING, L.L.C.	1,180.81			10/15/24
		FLOORING REPAIR								
PROJECT#:		062501								
602		04/25 AP		09/25/24	0000000	ECHO GROUP, INC.	74.60			10/15/24
		CONTACTORS								
PROJECT#:		062514								
570		04/25 AP		09/23/24	0000000	ECHO GROUP, INC.	20.74			10/15/24
		WIRE FASTENERS								
PROJECT#:		062506								
570		04/25 AP		09/17/24	0000000	ECHO GROUP, INC.	1,040.04			10/15/24
		EMERGENCY LIGHTING CTRLS								
PROJECT#:		062506								
570		04/25 AP		09/16/24	0000000	MENARDS-CEDAR FALLS	132.08			10/15/24
		2X4'S, SCREWS, PLYWOOD								
PROJECT#:		062507								
557		04/25 AP		08/23/24	0147597	US BANK	318.88			10/07/24
		AMAZON MKTPL*R46PI9LM0 FAUCET SOLENOID/SENSOR								
PROJECT#:		062511								
557		04/25 AP		08/21/24	0147597	US BANK	272.13			10/07/24
		KULLY SUPPLY FAUCET CONTROLLER/SENSOR								
PROJECT#:		062511								
ACCOUNT TOTAL							4,409.95	0.00	4,409.95	
101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS										
653		04/25 AP		10/04/24	0000000	KW ELECTRIC, INC.	380.00			10/15/24
		ELECTRICAL REPAIR								
PROJECT#:		062501								
653		04/25 AP		10/02/24	0000000	GOODWIN TUCKER GROUP	948.94			10/15/24
		REPAIR ICE MACHINE								
PROJECT#:		062508								
570		04/25 AP		10/01/24	0000000	FRESH START CLEANING SOLUTION	3,639.75			10/15/24
		JANITORIAL SERVICES								
PROJECT#:		062511								
570		04/25 AP		10/01/24	0000000	FRESH START CLEANING SOLUTION	8,050.00			10/15/24
		JANITORIAL SERVICES								
PROJECT#:		062507								
570		04/25 AP		10/01/24	0000000	FRESH START CLEANING SOLUTION	1,725.00			10/15/24
		JANITORIAL SERVICES								
PROJECT#:		062505								
570		04/25 AP		10/01/24	0000000	FRESH START CLEANING SOLUTION	2,144.75			10/15/24
		JANITORIAL SERVICES								
PROJECT#:		062506								
570		04/25 AP		10/01/24	0000000	FRESH START CLEANING SOLUTION	885.50			10/15/24

PREPARED 10/15/2024, 10:13:49
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 25
 ACCOUNTING PERIOD 03/2025

GROUP	PO	ACCTG	-----TRANSACTION-----			DESCRIPTION	DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE	

FUND 101 GENERAL FUND									
101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS continued									
JANITORIAL SERVICES									
PROJECT#:		062508							
570		04/25 AP		10/01/24	0000000	FRESH START CLEANING SOLUTION	3,795.00	10/15/24	
JANITORIAL SERVICES									
PROJECT#:		062503							
570		04/25 AP		10/01/24	0000000	FRESH START CLEANING SOLUTION	5,175.00	10/15/24	
JANITORIAL SERVICES									
PROJECT#:		062501							
570		04/25 AP		10/01/24	0000000	FRESH START CLEANING SOLUTION	805.00	10/15/24	
JANITORIAL SERVICES									
PROJECT#:		062509							
602		04/25 AP		10/01/24	0000000	WOODMAN CONTROLS COMPANY	3,924.00	10/15/24	
BUILDING CTRLS PM AGREEMT									
PROJECT#:		062501							
602		04/25 AP		09/30/24	0000000	VESTIS	56.85	10/15/24	
MAT SERVICE									
PROJECT#:		062501							
653		04/25 AP		09/30/24	0000000	CHRISTIE DOOR COMPANY	2,460.00	10/15/24	
GARAGE DOOR REPAIR									
PROJECT#:		062511							
570		04/25 AP		09/27/24	0000000	VESTIS	134.80	10/15/24	
MAT/LAUNDRY SERVICE									
PROJECT#:		062506							
597		04/25 AP		09/26/24	0000000	SUPERIOR CLEANING SERVICES US	1,558.70	10/15/24	
TILE CLEANING									
PROJECT#:		062503							
602		04/25 AP		09/26/24	0000000	PROSHIELD FIRE & SECURITY	474.00	10/15/24	
FIRE EXTINGUISHER SERVICE									
PROJECT#:		062505							
570		04/25 AP		09/23/24	0000000	MILLER FENCE CO., INC.	737.85	10/15/24	
GATE EDGE SENSOR									
PROJECT#:		062511							
570		04/25 AP		09/22/24	0000000	HAWKEYE ALARM & SIGNAL CO.	600.00	10/15/24	
FIRE ALARM MONITORING									
PROJECT#:		062507							
570		04/25 AP		09/20/24	0000000	IOWA DEPT. OF INSPECTIONS & A	75.00	10/15/24	
ELEVATOR PERMITS									
PROJECT#:		062511							
602		04/25 AP		09/12/24	0000000	SETPOINT MECHANICAL SERVICES	1,690.00	10/15/24	
HVAC SERVICE									
PROJECT#:		062501							
ACCOUNT TOTAL							39,260.14	.00	39,260.14
101-6616-446.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS									
237		04/25 AP		09/05/24	0000000	SHERWIN-WILLIAMS CO	2,402.05	10/15/24	
FLOORING INSTALLATION									
PROJECT#:		062508				LABOR			

PREPARED 10/15/2024, 10:13:49
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 26
ACCOUNTING PERIOD 03/2025

GROUP	PO	ACCTG	-----TRANSACTION-----			DESCRIPTION	DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE	

								POST DT	

FUND 101 GENERAL FUND									
101-6616-446.92-01						STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS	continued		
237		04/25 AP		08/22/24	0000000	SHERWIN-WILLIAMS CO	375.00	10/15/24	
						FLOORING INSTALLATION			
						LABOR			
PROJECT#:						062508			
237		04/25 AP		08/21/24	0000000	SHERWIN-WILLIAMS CO	33,923.62	10/15/24	
						FLOORING, ADHESIVE, &			
						LABOR			
PROJECT#:						062508			
						ACCOUNT TOTAL	36,700.67	.00	36,700.67
101-6625-432.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES			
645		04/25 AP		10/01/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	8.83	10/15/24	
						HI LITERS, NOTEBOOKS			
						ACCOUNT TOTAL	8.83	.00	8.83
101-6625-432.72-18						OPERATING SUPPLIES / SURVEYING			
557		04/25 AP		09/20/24	0147597	US BANK	32.27	10/07/24	
						AMZN MKTP US*7D23K59V3			
						KING SIZE SHARPIES			
						ACCOUNT TOTAL	32.27	.00	32.27
101-6625-432.72-19						OPERATING SUPPLIES / PRINTING			
557		04/25 AP		09/05/24	0147597	US BANK	185.62	10/07/24	
						AMERICAN COLOR IMAGING IN			
						ROUNDAABOUT PRINT-PUB.WRKS			
						ACCOUNT TOTAL	185.62	.00	185.62
101-6625-432.72-60						OPERATING SUPPLIES / SAFETY SUPPLIES			
659		04/25 AP		09/30/24	0000000	THOMPSON SHOES	175.00	10/15/24	
						SAFETY SHOES-A VANRADEN			
						P.O. #57022			
						ACCOUNT TOTAL	175.00	.00	175.00
101-6625-432.73-05						OTHER SUPPLIES / OPERATING EQUIPMENT			
583		04/25 AP		10/02/24	0000000	UBBEN BUILDING SUPPLY, INC.	745.00	10/15/24	
						LATH, PINE, HARDWARE			
						ACCOUNT TOTAL	745.00	.00	745.00
101-6625-432.83-06						TRANSPORTATION&EDUCATION / EDUCATION			
557		04/25 AP		08/26/24	0147597	US BANK	225.00	10/07/24	
						2024 APWA IA CHAPTER F			
						REG:WICKE-APWA FALL CONF			
557		04/25 AP		08/26/24	0147597	US BANK	475.00	10/07/24	

PREPARED 10/15/2024, 10:13:49
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 27
ACCOUNTING PERIOD 03/2025

GROUP	PO	ACCTG	----	TRANSACTION----						CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	POST DT	BALANCE
FUND 101 GENERAL FUND										
101-6625-432.83-06 TRANSPORTATION&EDUCATION / EDUCATION continued										
2024 APWA IA CHAPTER F REG:CLAYPOOL-PWA FALL CON										
ACCOUNT TOTAL							700.00	.00		700.00
101-6633-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
602		04/25 AP		09/03/24	0000000	STOREY KENWORTHY	30.89			10/15/24
						REQUEST FOR LEAVE FORMS				
557		04/25 AP		08/26/24	0147597	US BANK	17.24			10/07/24
						AMAZON MKTPL*R46ZC1KU2 POST ITS FOR KEVIN				
ACCOUNT TOTAL							48.13	.00		48.13
101-6633-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
644		04/25 AP		10/01/24	0000000	SERVICEWEAR APPAREL, INC.	72.05			10/15/24
						UNIFORMS PARKS				
644		04/25 AP		09/30/24	0000000	CULLIGAN WATER CONDITIONING	24.24			10/15/24
						WATER AT 606 UNION 9/26/24				
653		04/25 AP		09/30/24	0000000	NAPA AUTO PARTS	285.67			10/15/24
						NAPA PARTS				
570		04/25 AP		09/27/24	0000000	O'DONNELL ACE HARDWARE	23.99			10/15/24
						SCISSORS				
597		04/25 AP		09/27/24	0000000	ZIMCO SUPPLY CO.	150.00			10/15/24
						CHEMICAL-ARMORTECH				
644		04/25 AP		09/27/24	0000000	NORTH AMERICAN SAFETY, INC	181.00			10/15/24
						HI VISION UNIFORMS PARKS				
570		04/25 AP		09/26/24	0000000	O'DONNELL ACE HARDWARE	9.38			10/15/24
						KEYS				
597		04/25 AP		09/26/24	0000000	SIGNS & DESIGNS, INC.	600.00			10/15/24
						PARK SIGNS				
570		04/25 AP		09/25/24	0000000	ZIMCO SUPPLY CO.	200.00			10/15/24
						CHEMICAL-SOD ACTIVATION				
644		04/25 AP		09/25/24	0000000	NORTH AMERICAN SAFETY, INC	97.98			10/15/24
						HI VISION UNIFORMS PARKS				
597		04/25 AP		09/24/24	0000000	SERVICEWEAR APPAREL, INC.	439.97			10/15/24
						UNIFORMS FOR PARKS				
570		04/25 AP		09/23/24	0000000	ZIMCO SUPPLY CO.	455.00			10/15/24
						CHEMICAL-SPEEDZONE				
597		04/25 AP		09/21/24	0000000	SERVICEWEAR APPAREL, INC.	490.95			10/15/24
						UNIFORMS FOR PARKS				
602		04/25 AP		09/19/24	0000000	GAME TIME	717.06			10/15/24
						COIL SPRING				
557		04/25 AP		08/26/24	0147597	US BANK	85.77			10/07/24
						2201 - SPRINKLERWHSE REAIN/FREEZE SENSOR/TIMER				
ACCOUNT TOTAL							3,833.06	.00		3,833.06

PREPARED 10/15/2024, 10:13:49
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 28
 ACCOUNTING PERIOD 03/2025

GROUP	PO	ACCTG	-----TRANSACTION-----			DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
NBR	NBR	PER.	CD	DATE	NUMBER			POST DT	
FUND 101 GENERAL FUND									
101-6633-423.83-06 TRANSPORTATION&EDUCATION / EDUCATION									
597		04/25 AP		09/30/24	0000000	BLACK HAWK CO.EXTENSION	45.00		10/15/24
557		04/25 AP		08/27/24	0147597	US BANK	40.00		10/07/24
		REG:ARMSTRONG-PEST CONTRL							
		SQ *IOWA TURFGRASS INSTTT				REG:MILLER-FIELD/DEMO DAY			
ACCOUNT TOTAL							85.00	.00	85.00
101-6633-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
597		04/25 AP		09/30/24	0000000	EUROFINS CEDAR FALLS	24.61		10/15/24
597		04/25 AP		09/20/24	0000000	COOLEY PUMPING, LLC	230.00		10/15/24
597		04/25 AP		09/20/24	0000000	COOLEY PUMPING, LLC	95.00		10/15/24
597		04/25 AP		09/20/24	0000000	COOLEY PUMPING, LLC	115.00		10/15/24
ACCOUNT TOTAL							464.61	.00	464.61
101-6633-423.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS									
583		04/25 AP		10/02/24	0000000	RITLAND & KUIPER LANDSCAPE AR	2,700.00		10/15/24
		3303-SEERLEY PARK IMPROV				09/01-09/30/24			
		PROJECT#: 063303							
ACCOUNT TOTAL							2,700.00	.00	2,700.00
FUND TOTAL							230,491.50	27,327.69	203,163.81
FUND 203 TAX INCREMENT FINANCING									
FUND 206 STREET CONSTRUCTION FUND									
602		04/25 AP		09/03/24	0000000	STOREY KENWORTHY	30.89		10/15/24
		REQUEST FOR LEAVE FORMS							
ACCOUNT TOTAL							30.89	.00	30.89
206-6637-436.72-17 OPERATING SUPPLIES / UNIFORMS									
644		04/25 AP		10/01/24	0000000	SERVICEWEAR APPAREL, INC.	60.26		10/15/24
644		04/25 AP		09/27/24	0000000	NORTH AMERICAN SAFETY, INC	839.49		10/15/24
644		04/25 AP		09/25/24	0000000	NORTH AMERICAN SAFETY, INC	823.72		10/15/24
597		04/25 AP		09/24/24	0000000	SERVICEWEAR APPAREL, INC.	28.10		10/15/24

PREPARED 10/15/2024, 10:13:49
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 29
 ACCOUNTING PERIOD 03/2025

GROUP	PO	ACCTG	-----TRANSACTION-----			DESCRIPTION	DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE	

								POST DT	

FUND 206 STREET CONSTRUCTION FUND									
206-6637-436.72-17 OPERATING SUPPLIES / UNIFORMS						continued			
597		04/25 AP		09/21/24	0000000	SERVICWEAR APPAREL, INC.	240.78	10/15/24	
						UNIFORMS FOR STREETS			
						UNIFORMS FOR STREETS			
						ACCOUNT TOTAL	1,992.35	.00 1,992.35	
206-6637-436.72-54 OPERATING SUPPLIES / BUILDING SUPPLIES									
570		04/25 AP		09/27/24	0000000	O'DONNELL ACE HARDWARE	68.98	10/15/24	
						TAPCONS			
						ACCOUNT TOTAL	68.98	.00 68.98	
206-6637-436.72-57 OPERATING SUPPLIES / ICE CONTROL									
653		04/25 AP		10/09/24	0000000	C & C WELDING & SANDBLASTING	1,412.15	10/15/24	
						BRINE TANK FRAMES			
557		04/25 AP		09/19/24	0147597	US BANK	228.00	10/07/24	
						CALL-EM-ALL			
653		04/25 AP		08/08/24	0000000	VARITECH INDUSTRIES, INC.	4,733.96	10/15/24	
						PRE WET KIT #244			
						ACCOUNT TOTAL	6,374.11	.00 6,374.11	
206-6637-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES									
659		04/25 AP		09/30/24	0000000	THOMPSON SHOES	175.00	10/15/24	
						SAFETY SHOES-J SMITH			
						P.O. #57020			
						ACCOUNT TOTAL	175.00	.00 175.00	
206-6637-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT									
653		04/25 AP		10/08/24	0000000	BLACK HAWK RENTAL	2,700.00	10/15/24	
						JUMPING JACK PW03315			
602		04/25 AP		09/30/24	0000000	GIERKE-ROBINSON COMPANY, INC.	165.82	10/15/24	
						DOWEL PACK BIT			
						ACCOUNT TOTAL	2,865.82	.00 2,865.82	
206-6637-436.73-06 OTHER SUPPLIES / BUILDING REPAIR									
653		04/25 AP		09/24/24	0000000	WHITE CAP, LP	42.99	10/15/24	
						KNEE PADS			
602		04/25 AP		09/18/24	0000000	WHITE CAP, LP	41.50	10/15/24	
						CONCRETE PATCH			
670		03/25 AP		08/09/24	0147466	US BANK	27.99	10/14/24	
						ACCOUNT CORRECTION			
						COMPOST SITE GATE WHEEL			
						ACCOUNT TOTAL	84.49	27.99 56.50	

PREPARED 10/15/2024, 10:13:49
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 30
 ACCOUNTING PERIOD 03/2025

GROUP NBR	PO NBR	ACCTG PER.	CD	-----TRANSACTION----- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 206 STREET CONSTRUCTION FUND									
206-6637-436.73-32 OTHER SUPPLIES / STREETS									
644		04/25	AP	10/02/24	0000000	BENTON'S READY MIX CONCRETE, PADDINGTON PATCH	3,699.50		10/15/24
644		04/25	AP	10/01/24	0000000	BENTON'S READY MIX CONCRETE, PADDINGTON PATCH	2,491.50		10/15/24
644		04/25	AP	10/01/24	0000000	BENTON'S READY MIX CONCRETE, 511 ALVARADO PATCH	594.00		10/15/24
653		04/25	AP	09/30/24	0000000	NAPA AUTO PARTS	334.20		10/15/24
602		04/25	AP	09/28/24	0000000	NAPA PARTS			
		04/25	AP	09/28/24	0000000	ASPRO, INC.	404.94		10/15/24
602		04/25	AP	09/28/24	0000000	ASPHALT			
		04/25	AP	09/28/24	0000000	ASPRO, INC.	853.77		10/15/24
602		04/25	AP	09/25/24	0000000	ASPHALT			
		04/25	AP	09/25/24	0000000	BENTON'S READY MIX CONCRETE, 5012 QUESADA AVE	1,736.50		10/15/24
602		04/25	AP	09/25/24	0000000	BENTON'S READY MIX CONCRETE, 1422 SOUTH PARK CFU PATCH	1,510.00		10/15/24
PROJECT#:		062436							
570		04/25	AP	09/23/24	0000000	BENTON'S READY MIX CONCRETE, CFU GREENHILL/HILLSIDE	981.50		10/15/24
PROJECT#:		062436							
570		04/25	AP	09/21/24	0000000	ASPRO, INC.	255.00		10/15/24
570		04/25	AP	09/21/24	0000000	ASPHALT			
		04/25	AP	09/21/24	0000000	ASPRO, INC.	157.08		10/15/24
570		04/25	AP	09/14/24	0000000	ASPHALT			
		04/25	AP	09/14/24	0000000	BMC AGGREGATES L.C. SHOULDER ROCK	846.47		10/15/24
ACCOUNT TOTAL							13,864.46	.00	13,864.46
206-6637-436.87-03 RENTALS / EQUIPMENT RENTAL									
602		04/25	AP	09/25/24	0000000	BLACK HAWK RENTAL	107.00		10/15/24
SCREED RENTAL									
ACCOUNT TOTAL							107.00	.00	107.00
206-6637-436.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS									
583		04/25	AP	09/26/24	0000000	ADVANCED ENVIRONMENTAL TESTIN 3341-HWY 57 & UNION ASBESTOS INSPECT-4109W1ST	1,440.00		10/15/24
PROJECT#:		023341							
583		04/25	AP	09/17/24	0000000	FOTH INFRASTRUCTURE & ENVIRON 3341-HWY 57 & UNION SERVICES THROUGH 08/31/24	8,091.76		10/15/24
PROJECT#:		023341							
ACCOUNT TOTAL							9,531.76	.00	9,531.76
206-6637-436.92-81 STRUCTURE IMPROV & BLDGS / PERMEABLE ALLEY PROGRAM									

PREPARED 10/15/2024, 10:13:49
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 31
 ACCOUNTING PERIOD 03/2025

GROUP	PO	ACCTG	-----TRANSACTION-----			DESCRIPTION	DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE	

								POST DT	

FUND 206 STREET CONSTRUCTION FUND									
206-6637-436.92-81 STRUCTURE IMPROV & BLDGS / PERMEABLE ALLEY PROGRAM						continued			
583		04/25 AP		09/25/24	0000000	BOULDER CONTRACTING, LLC	20,214.98		10/15/24
					3335-2024	ALLEY RECON			
						PROJECT#: 023335			
						ACCOUNT TOTAL	20,214.98	.00	20,214.98
206-6647-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
602		04/25 AP		09/03/24	0000000	STOREY KENWORTHY	30.89		10/15/24
						REQUEST FOR LEAVE FORMS			
						ACCOUNT TOTAL	30.89	.00	30.89
206-6647-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
653		04/25 AP		09/30/24	0000000	NAPA AUTO PARTS	9.46		10/15/24
						NAPA PARTS			
644		04/25 AP		09/25/24	0000000	O'DONNELL ACE HARDWARE	19.69		10/15/24
						GROUND CONNECTOR			
644		04/25 AP		09/25/24	0000000	O'DONNELL ACE HARDWARE	15.69		10/15/24
						GROUNDING PLUG WIRE			
644		04/25 AP		09/19/24	0000000	FASTENAL COMPANY	70.32		10/15/24
						DRILL BITS AND HARDWARE			
597		04/25 AP		07/01/24	0000000	O'DONNELL ACE HARDWARE	7.38		10/15/24
						HOOKS			
						ACCOUNT TOTAL	122.54	.00	122.54
206-6647-436.72-16 OPERATING SUPPLIES / TOOLS									
644		04/25 AP		09/27/24	0000000	O'DONNELL ACE HARDWARE	77.67		10/15/24
						KNEE PADS/RIP HAMMER			
						ACCOUNT TOTAL	77.67	.00	77.67
206-6647-436.72-17 OPERATING SUPPLIES / UNIFORMS									
644		04/25 AP		09/25/24	0000000	NORTH AMERICAN SAFETY, INC	83.98		10/15/24
						HI VISION UNIFORMS TRAFFI			
						C			
597		04/25 AP		09/21/24	0000000	SERVICEWEAR APPAREL, INC.	82.20		10/15/24
						UNIFORMS FOR TRAFFIC			
						ACCOUNT TOTAL	166.18	.00	166.18
206-6647-436.72-62 OPERATING SUPPLIES / PAINT									
653		04/25 AP		09/11/24	0000000	MENARDS-CEDAR FALLS	107.76		10/15/24
						STRIPING PAINT			
						ACCOUNT TOTAL	107.76	.00	107.76

PREPARED 10/15/2024, 10:13:49
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 32
ACCOUNTING PERIOD 03/2025

GROUP	PO	ACCTG	----TRANSACTION----			DESCRIPTION	DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE	

								POST DT	
FUND 206 STREET CONSTRUCTION FUND									
206-6647-436.73-25						OTHER SUPPLIES / TRAFFIC SIGNS			
644		04/25 AP		10/02/24	0000000	TAPCO	4,831.87		10/15/24
						SIGNS AND SIGNS HARDWARE			
						ACCOUNT TOTAL	4,831.87	.00	4,831.87
206-6647-436.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS									
644		04/25 AP		10/04/24	0000000	MID AMERICAN SIGNAL, INC.	22,886.00		10/15/24
						VEHICLE DETECTION UPGRADE			
644		04/25 AP		10/04/24	0000000	MID AMERICAN SIGNAL, INC.	3,744.00		10/15/24
						DETECTION CAMERA UPGRADE			
644		04/25 AP		10/04/24	0000000	MID AMERICAN SIGNAL, INC.	2,470.00		10/15/24
						DETECTION CAMERA UPGRADE			
						ACCOUNT TOTAL	29,100.00	.00	29,100.00
						FUND TOTAL	89,746.75	27.99	89,718.76
FUND 215 HOSPITAL FUND									
215-1230-421.88-45						OUTSIDE AGENCIES / COMMUNITY HEALTH CARE PR.			
658		04/25 AP		10/02/24	0000000	MERCYONE CEDAR FALLS FOUNDATI	200,100.00		10/15/24
						HEALTH TRUST GRANT-FY25			
						MAKO ROBOT			
						ACCOUNT TOTAL	200,100.00	.00	200,100.00
						FUND TOTAL	200,100.00	.00	200,100.00
FUND 216 POLICE BLOCK GRANT FUND									
FUND 217 SECTION 8 HOUSING FUND									
217-2214-432.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES			
645		04/25 AP		10/01/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	.76		10/15/24
						HI LITERS, NOTEBOOKS			
						ACCOUNT TOTAL	.76	.00	.76
						FUND TOTAL	.76	.00	.76
FUND 223 COMMUNITY BLOCK GRANT									
223-2224-432.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES			
645		04/25 AP		10/01/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	.76		10/15/24
						HI LITERS, NOTEBOOKS			
						ACCOUNT TOTAL	.76	.00	.76

PREPARED 10/15/2024, 10:13:49
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 33
 ACCOUNTING PERIOD 03/2025

GROUP	PO	ACCTG	-----TRANSACTION-----			DESCRIPTION	DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER				BALANCE
									POST DT
FUND 223 COMMUNITY BLOCK GRANT									
223-2224-432.72-19 OPERATING SUPPLIES / PRINTING									
658		04/25 AP		09/26/24	0000000	COURIER LEGAL-COLUMN SOFTWARE	51.64		10/15/24
						PH NTC-CDBG(SPANISH)			
658		04/25 AP		09/26/24	0000000	COURIER LEGAL-COLUMN SOFTWARE	43.69		10/15/24
						PH NTC-CDBG FY ENDING			
ACCOUNT TOTAL							95.33	.00	95.33
FUND TOTAL							96.09	.00	96.09
FUND 224 TRUST & AGENCY									
FUND 242 STREET REPAIR FUND									
242-1240-431.92-25 STRUCTURE IMPROV & BLDGS / CEDAR HEIGHTS AREA RECON									
583		04/25 AP		09/12/24	0000000	AECOM TECHNICAL SERVICES, INC	26,208.51		10/15/24
						3271-N CEDAR HEIGHTS PH3			
						08/10-09/06/24			
PROJECT#:				023271					
ACCOUNT TOTAL							26,208.51	.00	26,208.51
242-1240-431.92-44 STRUCTURE IMPROV & BLDGS / STREET RECONSTRUCTION									
583		04/25 AP		09/30/24	0000000	PETERSON CONTRACTORS	126,122.90		10/15/24
						3299-2023 STREET RECON			
						RETAINAGE			
PROJECT#:				023299					
583		04/25 AP		09/26/24	0000000	ASPRO, INC.	199,783.25		10/15/24
						3337-2024 STREET RESTOR			
PROJECT#:				023337					
ACCOUNT TOTAL							325,906.15	.00	325,906.15
242-1240-431.92-85 STRUCTURE IMPROV & BLDGS / UNION ROAD RECONSTRUCTION									
583		04/25 AP		09/17/24	0000000	FOTH INFRASTRUCTURE & ENVIRON	5,197.00		10/15/24
						3238-UNION RD RECONSTRUCT			
						SERVICES THROUGH 08/31/24			
PROJECT#:				023238					
ACCOUNT TOTAL							5,197.00	.00	5,197.00
242-1240-431.98-45 CAPITAL PROJECTS / MAIN STREET RECONSTRUCT									
583		04/25 AP		10/01/24	0000000	PETERSON CONTRACTORS	424,376.60		10/15/24
						3283-MAIN ST RECONSTRUCT			
PROJECT#:				023283					
583		04/25 AP		09/23/24	0000000	TERRACON CONSULTANTS, INC.	478.31		10/15/24
						3283-MAIN ST RECONSTRUCT			
						THROUGH 09/14/24			
PROJECT#:				023283					
583		04/25 AP		09/17/24	0000000	FOTH INFRASTRUCTURE & ENVIRON	13,502.56		10/15/24
						3283-MAIN ST RECONSTRUCT			
						SERVICES THROUGH 08/31/24			

PREPARED 10/15/2024, 10:13:49
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 34
 ACCOUNTING PERIOD 03/2025

GROUP	PO	ACCTG	-----TRANSACTION-----			DESCRIPTION	DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE	

								POST DT	

FUND 242 STREET REPAIR FUND									
242-1240-431.98-45 CAPITAL PROJECTS / MAIN STREET RECONSTRUCT						continued			
PROJECT#: 023283									
583		04/25 AP		08/27/24	0000000	FOTH INFRASTRUCTURE & ENVIRON	10,792.86	10/15/24	
						SERVICES THROUGH 07/31/24			
PROJECT#: 023283									
ACCOUNT TOTAL							449,150.33	.00	449,150.33
FUND TOTAL							806,461.99	.00	806,461.99
FUND 254 CABLE TV FUND									
254-1088-431.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
659		04/25 AP		10/01/24	0000000	DE WOLFE MUSIC USA, INC.	700.00	10/15/24	
ANNUAL MUSIC LIC-CABLE TV									
659		04/25 AP		09/30/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.32	10/15/24	
PENS/CORRECTION TAPE									
557		04/25 AP		08/30/24	0147597	US BANK	58.85	10/07/24	
DJI.COM									
557		04/25 AP		08/29/24	0147597	US BANK	59.00	10/07/24	
SPORTSTEMPLATES.NET									
557		04/25 AP		08/21/24	0147597	US BANK	69.00	10/07/24	
SPORTSTEMPLATES.NET									
ACCOUNT TOTAL							888.17	.00	888.17
254-1088-431.73-01 OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES									
557		04/25 AP		09/04/24	0147597	US BANK	4.33	10/07/24	
AMZN MKTP US*ZT8J65OT0									
BATTERIES									
ACCOUNT TOTAL							4.33	.00	4.33
254-1088-431.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)									
557		04/25 AP		09/20/24	0147597	US BANK	36.91	10/07/24	
SQ *SUB CITY - COLLEGE HI									
557		04/25 AP		09/09/24	0147597	US BANK	28.00	10/07/24	
TST*SMOKEY DS BBQ - 2ND									
557		04/25 AP		09/09/24	0147597	US BANK	23.26	10/07/24	
KUM&GO 0539R DES MOIN									
557		04/25 AP		08/30/24	0147597	US BANK	38.47	10/07/24	
JIMMY JOHNS - 0496									
557		04/25 AP		08/23/24	0147597	US BANK	78.55	10/07/24	
J'S HOMESTYLE COOKING									
ACCOUNT TOTAL							205.19	.00	205.19

PREPARED 10/15/2024, 10:13:49
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 35
ACCOUNTING PERIOD 03/2025

GROUP	PO	ACCTG	-----TRANSACTION-----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 254 CABLE TV FUND									
254-1088-431.92-01						STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS			
557		04/25 AP		09/06/24	0147597	US BANK	2,739.92		10/07/24
						NEMAL ELECTRONICS			
						STADIUM4 PLENUM CABLE SYS			
						ACCOUNT TOTAL	2,739.92	.00	2,739.92
254-1088-431.93-01 EQUIPMENT / EQUIPMENT									
659		04/25 AP		09/27/24	0000000	FULL COMPASS SYSTEMS, LTD.	2,150.92		10/15/24
						SINGLE CH.BELTPK/HEADSETS			
557		04/25 AP		09/17/24	0147597	US BANK	165.90		10/07/24
						AMAZON MKTPL*WTL1LN1A63			
						FIBER OPTIC ADAPTERS			
557		04/25 AP		09/16/24	0147597	US BANK	20.56		10/07/24
						B&H PHOTO 800-606-6969			
						ADJUSTABLE BRACKET			
557		04/25 AP		09/11/24	0147597	US BANK	1,895.00		10/07/24
						IN *SPORTZCAST INC			
						SCORELINK+ (PARTIAL PYMT)			
557		04/25 AP		09/11/24	0147597	US BANK	800.00		10/07/24
						IN *SPORTZCAST INC			
						SCORELINK+ (PARTIAL PYMT)			
557		04/25 AP		09/11/24	0147597	US BANK	450.00		10/07/24
						IN *SPORTZCAST INC			
						SCORELINK+ (PARTIAL PYMT)			
557		04/25 AP		09/10/24	0147597	US BANK	27.45		10/07/24
						AMAZON MKTPL*ZT5P74UD1			
						FIBER PATCH CABLE			
557		04/25 AP		09/10/24	0147597	US BANK	324.71		10/07/24
						B&H PHOTO 800-606-6969			
						CONVERTER/ARM/CLAMP/MOUNT			
557		04/25 AP		09/06/24	0147597	US BANK	191.43		10/07/24
						AMAZON MARK* ZT8184051			
						FIBER OPTIC ADPTR/EXT.COR			
557		04/25 AP		09/05/24	0147597	US BANK	1,039.50		10/07/24
						B&H PHOTO 800-606-6969			
						BROADCAST FIELD MIXER			
557		04/25 AP		08/29/24	0147597	US BANK	1,431.50		10/07/24
						IN *MY STAGE LLC			
						PORTABLE STAGE			
557		04/25 AP		08/26/24	0147597	US BANK	578.02		10/07/24
						B&H PHOTO 800-606-6969			
						DJI OSMO POCKET 3 CREATOR			
						ACCOUNT TOTAL	9,074.99	.00	9,074.99
						FUND TOTAL	12,912.60	.00	12,912.60
FUND 258 PARKING FUND									
258-5531-435.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES			
645		04/25 AP		10/01/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.02		10/15/24
						HI LITERS, NOTEBOOKS			
659		04/25 AP		09/30/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	.83		10/15/24
						PENS/CORRECTION TAPE			
						ACCOUNT TOTAL	2.85	.00	2.85
258-5531-435.81-48 PROFESSIONAL SERVICES / CONTRACT SERVICES									

PREPARED 10/15/2024, 10:13:49
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 36
ACCOUNTING PERIOD 03/2025

GROUP	PO	ACCTG	-----TRANSACTION-----						CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE
									POST DT
FUND 258 PARKING FUND									
258-5531-435.81-48						PROFESSIONAL SERVICES / CONTRACT SERVICES	continued		
659		04/25 AP		09/30/24	0000000	IPS GROUP, INC	141.26		10/15/24
						GATEWAY FEE-SEPT. 2024			
659		04/25 AP		09/30/24	0000000	IPS GROUP, INC	3,115.82		10/15/24
						(2 PAY STATIONS)			
						PARKING CITATION FEES			
						SEPTEMBER 2024			
						ACCOUNT TOTAL	3,257.08	.00	3,257.08
						FUND TOTAL	3,259.93	.00	3,259.93
FUND 261 TOURISM & VISITORS									
261-2291-423.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES			
557		04/25 AP		09/11/24	0147597	US BANK	.83		10/07/24
						WM SUPERCENTER #753			
						SHIPPING BOX			
						ACCOUNT TOTAL	.83	.00	.83
261-2291-423.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES			
557		04/25 AP		09/11/24	0147597	US BANK	12.54		10/07/24
						WM SUPERCENTER #753			
557		04/25 AP		09/04/24	0147597	US BANK	26.98		10/07/24
						MARTIN BROTHERS			
						POPCORN SUPPLIES			
						ACCOUNT TOTAL	39.52	.00	39.52
261-2291-423.72-99						OPERATING SUPPLIES / POSTAGE			
557		04/25 AP		09/12/24	0147597	US BANK	10.50		10/07/24
						USPS PO 1814940913			
						SHIP POCKET GUIDES TO			
						ACCOUNT TOTAL	10.50	.00	10.50
261-2291-423.73-52						OTHER SUPPLIES / BROCHURES & PUBLICATIONS			
557		04/25 AP		08/28/24	0147597	US BANK	34.42		10/07/24
						AMERICAN COLOR IMAGING IN			
						BUSINESS CARD SAMPLES			
						ACCOUNT TOTAL	34.42	.00	34.42
261-2291-423.73-53						OTHER SUPPLIES / WEBSITE/CRM			
574		04/25 AP		10/01/24	0000000	SPINUTECH WEB DESIGN, INC.	650.00		10/15/24
						OCT-NOV-DEC 2024 QTRLY			
						LICENSE/SUPPORT/HOST FEE			
						ACCOUNT TOTAL	650.00	.00	650.00

PREPARED 10/15/2024, 10:13:49
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 37
ACCOUNTING PERIOD 03/2025

GROUP	PO	ACCTG	-----TRANSACTION-----					CURRENT	
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	
								BALANCE	
								POST DT	
FUND 261 TOURISM & VISITORS									
261-2291-423.73-55 OTHER SUPPLIES / MEDIA									
557		04/25	AP	09/10/24	0147597	US BANK	59.01		10/07/24
						FACEBK *X6T4274GB2			
557		04/25	AP	09/04/24	0147597	US BANK	31.14		10/07/24
						FIVERRINC			
557		04/25	AP	09/02/24	0147597	US BANK	329.70		10/07/24
						GOOGLE ADS4363039278			
						GOOGLE ADS AUG 1-31, 2024			
						ACCOUNT TOTAL	419.85	.00	419.85
261-2291-423.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)									
557		04/25	AP	09/13/24	0147597	US BANK	343.36		10/07/24
						HOTEL INDIGO ROCHESTER D			
557		04/25	AP	09/13/24	0147597	US BANK	329.06		10/07/24
						HOTEL INDIGO ROCHESTER D			
557		04/25	AP	09/12/24	0147597	US BANK	53.71		10/07/24
						SQ *KLUNDER'S KAFE			
						MEAL-PICKAR/MILLER/SHEETZ			
						ACCOUNT TOTAL	726.13	.00	726.13
261-2291-423.83-06 TRANSPORTATION&EDUCATION / EDUCATION									
557		04/25	AP	09/17/24	0147597	US BANK	164.87		10/07/24
						EB *2024 IOWA TRAILS S			
557		04/25	AP	08/29/24	0147597	US BANK	103.60		10/07/24
						EB *IOWA BIKE SUMMIT 2			
557		04/25	AP	08/29/24	0147597	US BANK	85.00		10/07/24
						EB *2024 IOWA TRAILS S			
						REG:PICKAR-IA BIKE/TRAIL			
						REG:LEWIS-IA BIKE SUMMIT			
						REG:LEWIS-IA TRAILS SUMM.			
						ACCOUNT TOTAL	353.47	.00	353.47
261-2291-423.85-23 UTILITIES / BUILDING MAINTENANCE									
574		04/25	AP	09/27/24	0000000	VESTIS	7.80		10/15/24
						MAT SERVICE			
						ACCOUNT TOTAL	7.80	.00	7.80
261-2291-423.85-50 UTILITIES / COMMUNITY AWARENESS									
557		04/25	AP	08/23/24	0147597	US BANK	12.00		10/07/24
						SQ *CUP OF JOE			
						MEETING W/GINGER WILLIAMS			
						ACCOUNT TOTAL	12.00	.00	12.00
261-2291-423.85-51 UTILITIES / EVENTS, BIDS, & SPONSORS									
578		04/25	AP	09/27/24	0000000	NAGLE SIGNS INC.	1,849.48		10/15/24
						1ST INSTALLMENT PAYMENT			
						IHSAA FOOTBALL BANNERS			

PREPARED 10/15/2024, 10:13:49
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

GROUP NBR	PO NBR	ACCTG PER.	----TRANSACTION---- CD DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
								POST DT
FUND 261 TOURISM & VISITORS								
					continued			
261-2291-423.85-51					UTILITIES / EVENTS, BIDS, & SPONSORS			
574		04/25 AP	09/11/24	0000000	T1 ENTERTAINMENT	750.00		10/15/24
		2024 IA			MUSIC AWARDS SPONSORSHIP			
557		04/25 AP	08/26/24	0147597	US BANK	44.40		10/07/24
					AMERICAN COLOR IMAGING IN SILENT DISCO BANNERS			
ACCOUNT TOTAL						2,643.88	.00	2,643.88
FUND TOTAL						4,898.40	.00	4,898.40
FUND 262 SENIOR SERVICES & COMM CT								
					OPERATING SUPPLIES / OPERATING SUPPLIES			
262-1092-423.72-01		04/25 AP	08/28/24	0147597	US BANK	61.75		10/07/24
560					WILSONRESTAURANTSUPPLYLLC MAT FOR POPCORN MACHINE			
560		04/25 AP	08/22/24	0147597	US BANK	14.36		10/07/24
					AMAZON.COM*RU3QX5IV0 COFFEE			
ACCOUNT TOTAL						76.11	.00	76.11
262-1092-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE								
237		04/25 AP	09/30/24	0000000	VESTIS	7.80		10/15/24
					COMMUNITY CENTER MAT SERVICE			
ACCOUNT TOTAL						7.80	.00	7.80
262-1092-423.89-08 MISCELLANEOUS SERVICES / BUS TRIPS/PROGRAMMING								
237		04/25 AP	10/02/24	0000000	MASMAR, MANDY SUE	160.00		10/15/24
					SENIOR LINE DANCING FOR SEPTEMBER '24			
ACCOUNT TOTAL						160.00	.00	160.00
262-1092-423.93-01 EQUIPMENT / EQUIPMENT								
560		04/25 AP	09/09/24	0147597	US BANK	26.87		10/07/24
					WALMART.COM TABLE			
ACCOUNT TOTAL						26.87	.00	26.87
FUND TOTAL						270.78	.00	270.78

PREPARED 10/15/2024, 10:13:49
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 39
ACCOUNTING PERIOD 03/2025

GROUP	PO	ACCTG	-----TRANSACTION-----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 291 POLICE FORFEITURE FUND									
FUND 292 POLICE RETIREMENT FUND									
FUND 293 FIRE RETIREMENT FUND									
FUND 294 LIBRARY RESERVE									
FUND 295 SOFTBALL PLAYER CAPITAL									
FUND 296 GOLF CAPITAL									
FUND 297 REC FACILITIES CAPITAL									
297-2253-423.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS									
577		04/25 AP		07/11/24	0000000	HUPP ELECTRIC MOTORS MOTOR MAINT.	1,267.67		10/15/24
577		04/25 AP		07/11/24	0000000	HUPP ELECTRIC MOTORS MOTOR MAINT.	2,530.73		10/15/24
577		04/25 AP		07/11/24	0000000	HUPP ELECTRIC MOTORS MOTOR MAINT.	1,292.98		10/15/24
ACCOUNT TOTAL							5,091.38	.00	5,091.38
FUND TOTAL							5,091.38	.00	5,091.38
FUND 298 HEARST CAPITAL									
FUND 311 DEBT SERVICE FUND									
FUND 402 WASHINGTON PARK FUND									
FUND 404 FEMA									
404-1220-431.92-37 STRUCTURE IMPROV & BLDGS / BUYOUT DEMOLITIONS									
645		04/25 AP		07/01/24	0000000	HAWKEYE ENVIRONMENTAL, LLC 3198-FLOOD BUYOUTS	850.00		10/15/24
PROJECT#: 023198									
ACCOUNT TOTAL							850.00	.00	850.00
FUND TOTAL							850.00	.00	850.00
FUND 405 FLOOD RESERVE FUND									
405-1220-431.98-43 CAPITAL PROJECTS / CEDAR RIVER REC IMPROVE									
583		04/25 AP		09/25/24	0000000	PETERSON CONTRACTORS 3290-CEDAR RIVER REC	82,029.64		10/15/24
PROJECT#: 023290									
ACCOUNT TOTAL							82,029.64	.00	82,029.64
FUND TOTAL							82,029.64	.00	82,029.64

PREPARED 10/15/2024, 10:13:49
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 40
 ACCOUNTING PERIOD 03/2025

GROUP	PO	ACCTG	-----TRANSACTION-----		DESCRIPTION	DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE
								POST DT
FUND 407 VISION IOWA PROJECT								
FUND 408 STREET IMPROVEMENT FUND								
FUND 410 CORONAVIRUS LOCAL RELIEF								
410-1220-431.96-88					SEWER BOND PROJECTS / MAIN ST. SEWER & STMWATER			
583		04/25 AP		10/01/24	0000000 PETERSON CONTRACTORS	212,020.00		10/15/24
					3283-MAIN ST RECONSTRUCT ARPA			
PROJECT#:		023283						
ACCOUNT TOTAL						212,020.00	0.00	212,020.00
FUND TOTAL						212,020.00	0.00	212,020.00
FUND 430 TIF BOND								
430-1220-431.97-48					TIF BOND PROJECTS / PARKING LOT CITY HALL			
602		04/25 AP		10/04/24	0000000 MENARDS-WATERLOO	214.44		10/15/24
					LIMESTONE SEALANT CITY HALL PARKING LOT			
PROJECT#:		062395						
653		04/25 AP		10/04/24	0000000 MENARDS-CEDAR FALLS	214.44		10/15/24
					LIMESTONE SEALANT CITY HALL PARKING LOT			
PROJECT#:		062395						
653		04/25 AP		10/04/24	0000000 MENARDS-CEDAR FALLS	142.96		10/15/24
					LIMESTONE SEALANT CITY HALL PARKING LOT			
PROJECT#:		062395						
653		04/25 AP		10/03/24	0000000 MENARDS-CEDAR FALLS	254.82		10/15/24
					LIMESTONE SEALANT CITY HALL PARKING LOT			
PROJECT#:		062395						
602		04/25 AP		10/01/24	0000000 BLACK HAWK RENTAL	128.40		10/15/24
					CONCRETE BUGGY-CITY HALL			
PROJECT#:		062395						
644		04/25 AP		10/01/24	0000000 BENTON'S READY MIX CONCRETE,	2,516.00		10/15/24
					CITY HALL PARKING LOT			
PROJECT#:		062395						
602		04/25 AP		09/30/24	0000000 GIERKE-ROBINSON COMPANY, INC.	60.20		10/15/24
					REBAR-CITY HALL SIDEWALK			
PROJECT#:		062395						
602		04/25 AP		09/27/24	0000000 O'DONNELL ACE HARDWARE	49.34		10/15/24
					ADHESIVE/HAMMER DRILL CITY HALL PARKING LOT			
PROJECT#:		062395						
602		04/25 AP		09/25/24	0000000 BENTON'S READY MIX CONCRETE,	1,850.00		10/15/24
					CITY HALL PARKING LOT			
PROJECT#:		062395						
602		04/25 AP		09/23/24	0000000 LEYMASTER TILE, RUSTY	81.48		10/15/24
					GRATE/REDUCER/TILE TAPE CITY HALL PARKING LOT			
PROJECT#:		062395						
570		04/25 AP		09/19/24	0000000 BENTON'S READY MIX CONCRETE,	814.00		10/15/24
					CITY HALL PARKING LOT			
PROJECT#:		062395						
ACCOUNT TOTAL						6,326.08	0.00	6,326.08

PREPARED 10/15/2024, 10:13:49
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 41
 ACCOUNTING PERIOD 03/2025

GROUP	PO	ACCTG	-----TRANSACTION-----		DESCRIPTION	DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE
								POST DT ----
FUND 430 TIF BOND								
430-1220-431.97-70 TIF BOND PROJECTS / VIKING ROAD								
583		04/25 AP		09/30/24	0000000	13,910.09		10/15/24
					3212-WEST VIKING RD RECON			
					08/01-08/31/24			
					PROJECT#: 023212			
583		04/25 AP		09/25/24	0000000	173,393.14		10/15/24
					3212-WEST VIKING RD RECON			
					PROJECT#: 023212			
					ACCOUNT TOTAL	187,303.23	.00	187,303.23
430-1220-431.97-96 TIF BOND PROJECTS / PRAIRIE PRKWAY & VIKING RD								
583		04/25 AP		09/27/24	0000000	16,512.66		10/15/24
					3308-PRAIRIE PKWY/VIKING			
					PROJECT#: 023308			
					ACCOUNT TOTAL	16,512.66	.00	16,512.66
					FUND TOTAL	210,141.97	.00	210,141.97
FUND 431 2014 BOND								
FUND 432 2003 BOND								
FUND 433 2001 TIF								
FUND 434 2024 BOND								
434-1220-431.93-81 EQUIPMENT / COMM CTR TABLES & CHAIRS								
237		04/25 AP		09/11/24	0000000	1,247.86		10/15/24
					CLUB CHAIRS & BENCHES			
237		04/25 AP		09/11/24	0000000	43,673.60		10/15/24
					KIRK GROSS COMPANY			
					STACKING CHAIRS & TABLES			
237		04/25 AP		08/21/24	0000000	5,078.54		10/15/24
					FLOORING, ADHESIVE, &			
					SHERWIN-WILLIAMS CO			
					LABOR			
					ACCOUNT TOTAL	50,000.00	.00	50,000.00
434-1220-431.98-13 CAPITAL PROJECTS / WEST 23RD STREET								
583		04/25 AP		09/24/24	0000000	5,866.25		10/15/24
					3330-W 23RD STREET RECON			
					THRU 09/20/24 TASK ABCDG			
					PROJECT#: 023330			
583		04/25 AP		09/24/24	0000000	1,397.90		10/15/24
					3330-W 23RD STREET RECON			
					SHIVE-HATTERY			
					THROUGH 09/20/24 TASK E			
					PROJECT#: 023330			
					ACCOUNT TOTAL	7,264.15	.00	7,264.15
434-1220-431.98-81 CAPITAL PROJECTS / PICKLE BALL COURTS								
583		04/25 AP		09/25/24	0000000	10,393.53		10/15/24
					ASPRO, INC.			

PREPARED 10/15/2024, 10:13:49
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 42
 ACCOUNTING PERIOD 03/2025

GROUP	PO	ACCTG	-----TRANSACTION-----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 434 2024 BOND									
434-1220-431.98-81 CAPITAL PROJECTS / PICKLE BALL COURTS						continued			
3331-ORCHARD PICKLEBALL									
PROJECT#: 023331									
ACCOUNT TOTAL							10,393.53	.00	10,393.53
FUND TOTAL							67,657.68	.00	67,657.68
FUND 435 1999 TIF									
FUND 436 2016 BOND									
FUND 437 2018 BOND									
FUND 438 2020 BOND									
438-1220-431.98-83 CAPITAL PROJECTS / CEDAR HGTS DRIVE RECON									
583		04/25 AP		09/30/24	0000000	SNYDER & ASSOCIATES, INC.	2,209.00		10/15/24
3171-CEDAR HEIGHTS RECON						THROUGH 08/31/24			
PROJECT#: 023171									
583		04/25 AP		07/01/24	0000000	SNYDER & ASSOCIATES, INC.	5,529.41		10/15/24
3171-CEDAR HEIGHTS RECON						06/26/24 INV/THRU 5/31/24			
PROJECT#: 023171									
ACCOUNT TOTAL							7,738.41	.00	7,738.41
FUND TOTAL							7,738.41	.00	7,738.41
FUND 439 2022 BOND									
439-1220-431.98-87 CAPITAL PROJECTS / SLOPE REPAIR									
583		04/25 AP		09/12/24	0000000	AECOM TECHNICAL SERVICES, INC	7,516.15		10/15/24
3256-GREENWOOD CEM SLOPE						08/10-09/06/24			
PROJECT#: 023256									
ACCOUNT TOTAL							7,516.15	.00	7,516.15
439-1220-431.98-96 CAPITAL PROJECTS / FINANCIAL SYSTEM									
658		04/25 AP		09/26/24	0000000	BERRY DUNN MCNEIL & PARKER, L	29,520.00		10/15/24
ERP IMPLEMENTATION						AUGUST 2024			
PROJECT#: 012022									
ACCOUNT TOTAL							29,520.00	.00	29,520.00
FUND TOTAL							37,036.15	.00	37,036.15

PREPARED 10/15/2024, 10:13:49
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 43
 ACCOUNTING PERIOD 03/2025

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	-----TRANSACTION----- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 443 CAPITAL PROJECTS										
443-1220-431.92-27 STRUCTURE IMPROV & BLDGS / CEMETERY COLUMBARIUMS										
597		04/25 AP		10/02/24	0000000	BENTON BUILDING CENTER	9.85			10/15/24
COLUMBARIUM										
653		04/25 AP		09/30/24	0000000	MENARDS-CEDAR FALLS	47.95			10/15/24
TANK SPRAYER/CONCRETE CLN COLUMBARIUM SHELTER										
570		04/25 AP		09/26/24	0000000	SIGNS BY TOMORROW	190.00			10/15/24
GREENWOOD SHELTER										
602		04/25 AP		09/26/24	0000000	LOVEWELL FENCING, INC	29,000.00			10/15/24
FENCETRAC PRIVACY FENCE										
570		04/25 AP		09/25/24	0000000	BENTON BUILDING CENTER	848.78			10/15/24
GREENWOOD SHELTER										
570		04/25 AP		09/25/24	0000000	BENTON BUILDING CENTER	22.70			10/15/24
GREENWOOD SHELTER										
597		04/25 AP		09/24/24	0000000	ECHO GROUP, INC.	281.29			10/15/24
COLUMBARIUM										
670		03/25 AP		08/15/24	0147438	SIGNS & DESIGNS, INC.		200.00		10/14/24
ADD PROJECT NUMBER COLUMBARIUM-CF LOGO SIGNS										
670		03/25 AP		08/15/24	0147438	SIGNS & DESIGNS, INC.	200.00			10/14/24
COLUMBARIUM-CF LOGO SIGNS										
PROJECT#: 062523										
670		03/25 AP		08/15/24	0147538	MIDLAND CONCRETE PRODUCTS, LL		634.02		10/14/24
ADD PROJECT NUMBER COLUMBARIUM PROJECT										
670		03/25 AP		08/15/24	0147538	MIDLAND CONCRETE PRODUCTS, LL	634.02			10/14/24
COLUMBARIUM PROJECT										
PROJECT#: 062523										
670		03/25 AP		08/14/24	0147364	FOSTER'S, INC.		44.40		10/14/24
ADD PROJECT NUMBER ANCHOR PINS-CEM.SHELTER										
670		03/25 AP		08/14/24	0147364	FOSTER'S, INC.	44.40			10/14/24
ANCHOR PINS-CEM.SHELTER										
PROJECT#: 062523										
ACCOUNT TOTAL							31,278.99	878.42		30,400.57
443-1220-431.98-94 CAPITAL PROJECTS / PUBLIC BLDG MAINTENANCE										
570		04/25 AP		09/28/24	0000000	RESTORATION SERVICES, INC.	3,110.00			10/15/24
STONE CLEANING, CAULK/SEAL										
PROJECT#: 062506										
570		04/25 AP		09/28/24	0000000	RESTORATION SERVICES, INC.	2,990.00			10/15/24
SCREEN WALL BRICK REPAIR										
PROJECT#: 062503										
ACCOUNT TOTAL							6,100.00	.00		6,100.00
FUND TOTAL							37,378.99	878.42		36,500.57

PREPARED 10/15/2024, 10:13:49
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 44
ACCOUNTING PERIOD 03/2025

GROUP	PO	ACCTG	-----TRANSACTION-----			DESCRIPTION	DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE	
									POST DT
FUND 472 PARKADE RENOVATION									
FUND 473 SIDEWALK ASSESSMENT									
473-1220-431.98-99					CAPITAL PROJECTS /	SIDEWALK SPECIAL ASSESSMT			
583		04/25 AP		09/25/24	0000000	JQ CONSTRUCTION, LLC	3,244.94		10/15/24
					3324-2024	SIDEWALK ASESS			
PROJECT#: 023324									
ACCOUNT TOTAL							3,244.94	0.00	3,244.94
FUND TOTAL							3,244.94	0.00	3,244.94
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			
602		04/25 AP		09/03/24	0000000	STOREY KENWORTHY	30.89		10/15/24
						REQUEST FOR LEAVE FORMS			
ACCOUNT TOTAL							30.89	0.00	30.89
551-6685-436.71-01					OFFICE SUPPLIES /	OFFICE SUPPLIES			
602		04/25 AP		09/03/24	0000000	STOREY KENWORTHY	30.89		10/15/24
						REQUEST FOR LEAVE FORMS			
ACCOUNT TOTAL							30.89	0.00	30.89
551-6685-436.72-01					OPERATING SUPPLIES /	OPERATING SUPPLIES			
597		04/25 AP		09/30/24	0000000	CULLIGAN WATER CONDITIONING	31.00		10/15/24
						WATER AT TRANSFER			9/26/24
597		04/25 AP		09/30/24	0000000	CULLIGAN WATER CONDITIONING	7.75		10/15/24
						WATER AT TRANSFER			9/10/24
ACCOUNT TOTAL							38.75	0.00	38.75
551-6685-436.72-16					OPERATING SUPPLIES /	TOOLS			
570		04/25 AP		09/26/24	0000000	O'DONNELL ACE HARDWARE	33.99		10/15/24
						LOPPERS-BRUSH TRIMMING			
ACCOUNT TOTAL							33.99	0.00	33.99

PREPARED 10/15/2024, 10:13:49
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 45
 ACCOUNTING PERIOD 03/2025

GROUP	PO	ACCTG	----	TRANSACTION	----				CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE
									POST DT
FUND 551 REFUSE FUND									
551-6685-436.72-17						OPERATING SUPPLIES / UNIFORMS			
644		04/25 AP		09/27/24	0000000	NORTH AMERICAN SAFETY, INC	809.39		10/15/24
						HI VISION UNIFORMS REFUSE			
644		04/25 AP		09/25/24	0000000	NORTH AMERICAN SAFETY, INC	186.95		10/15/24
						HI VISION UNIFORMS REFUSE			
597		04/25 AP		09/24/24	0000000	SERVICWEAR APPAREL, INC.	23.10		10/15/24
						UNIFORMS FOR REFUSE			
						ACCOUNT TOTAL	1,019.44	.00	1,019.44
551-6685-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES									
659		04/25 AP		09/30/24	0000000	THOMPSON SHOES	175.00		10/15/24
						SAFETY SHOES-R TRENKAMP P.O. #57027			
						ACCOUNT TOTAL	175.00	.00	175.00
551-6685-436.72-64 OPERATING SUPPLIES / AUTOMATED CARTS									
644		04/25 AP		10/03/24	0000000	CASCADE ENGINEERING INC	27,407.50		10/15/24
						AUTOMATED CARTS			
						ACCOUNT TOTAL	27,407.50	.00	27,407.50
551-6685-436.73-01 OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES									
570		04/25 AP		09/27/24	0000000	O'DONNELL ACE HARDWARE	30.99		10/15/24
						WEED KILLER-TRANSFER STN			
670		03/25 AP		08/09/24	0147466	US BANK	27.99		10/14/24
						COMPOST SITE GATE WHEEL			
						ACCOUNT TOTAL	58.98	.00	58.98
551-6685-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT									
653		04/25 AP		09/30/24	0000000	NAPA AUTO PARTS	927.43		10/15/24
						NAPA PARTS			
557		04/25 AP		08/30/24	0147597	US BANK	187.63		10/07/24
						AMAZON MARK* RK53S8SW2 PORTABLE FOGGERS FOR			
						ACCOUNT TOTAL	1,115.06	.00	1,115.06
551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN									
644		04/25 AP		10/04/24	0000000	WEIKERT IRON AND METAL	2,170.00		10/15/24
						APPLIANCE RECYCLING			
597		04/25 AP		09/30/24	0000000	MIDWEST ELECTRONIC RECOVERY	1,542.90		10/15/24
						E WASTE RECYCLING			
597		04/25 AP		09/26/24	0000000	T & W GRINDING	1,750.00		10/15/24
						SCREEN OF WOOD MULCH			

PREPARED 10/15/2024, 10:13:49
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 46
ACCOUNTING PERIOD 03/2025

GROUP	PO	ACCTG	-----TRANSACTION-----					CURRENT	
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	
								POST DT	
FUND 551 REFUSE FUND									
551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN						continued			
570		04/25 AP		09/21/24	0000000	LIBERTY TIRE RECYCLING, LLC	507.49		10/15/24
						SCRAP TIRE RECYCLING			
570		04/25 AP		09/14/24	0000000	BMC AGGREGATES L.C.	33.60		10/15/24
						SANDBLAST-TRANSF. TRAILER			
ACCOUNT TOTAL							6,003.99	.00	6,003.99
FUND TOTAL							35,914.49	.00	35,914.49
FUND 552 SEWER RENTAL FUND									
552-6665-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
647		04/25 AP		09/26/24	0000000	O'DONNELL ACE HARDWARE	20.97		10/15/24
						PAPER PLATES			
602		04/25 AP		09/03/24	0000000	STOREY KENWORTHY	30.88		10/15/24
						REQUEST FOR LEAVE FORMS			
ACCOUNT TOTAL							51.85	.00	51.85
552-6665-436.72-05 OPERATING SUPPLIES / GAS & OIL									
557		04/25 AP		08/22/24	0147597	US BANK	45.98		10/07/24
						FARM & FLT OF CEDAR FLS			
						MINERAL OIL 3RD STG PUMPS			
ACCOUNT TOTAL							45.98	.00	45.98
552-6665-436.72-17 OPERATING SUPPLIES / UNIFORMS									
644		04/25 AP		09/27/24	0000000	NORTH AMERICAN SAFETY, INC	179.97		10/15/24
						HI VISION UNIFORMS WATER REC			
644		04/25 AP		09/25/24	0000000	NORTH AMERICAN SAFETY, INC	34.00		10/15/24
						HI VISION UNIFORMS WATER REC			
597		04/25 AP		09/24/24	0000000	SERVICEWEAR APPAREL, INC.	184.80		10/15/24
						UNIFORMS FOR WATER REC			
597		04/25 AP		09/21/24	0000000	SERVICEWEAR APPAREL, INC.	41.30		10/15/24
						UNIFORMS FOR WATER REC			
ACCOUNT TOTAL							440.07	.00	440.07
552-6665-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES									
647		04/25 AP		10/07/24	0000000	CITY LAUNDERING CO.	111.51		10/15/24
						SAFETY CABINET SUPPLIES			
ACCOUNT TOTAL							111.51	.00	111.51
552-6665-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT									

PREPARED 10/15/2024, 10:13:49
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 48
ACCOUNTING PERIOD 03/2025

GROUP	PO	ACCTG	-----TRANSACTION-----			DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE
								POST DT
FUND 552 SEWER RENTAL FUND								
552-6665-436.74-19					SEWER SUPPLIES / BARRICADES & FLASH-SEWER			
647		04/25 AP		09/20/24	0000000 IOWA PRISON INDUSTRIES	514.80		10/15/24
					UNDERGROUND UTILITY SIGNS			
					ACCOUNT TOTAL	514.80	.00	514.80
552-6665-436.74-36 SEWER SUPPLIES / SUPPLIES/SANITARY SEWERS								
647		04/25 AP		10/08/24	0000000 O'DONNELL ACE HARDWARE	16.38		10/15/24
					VINEGAR/SCRUB BRUSH LS SUPPLIES			
647		04/25 AP		10/07/24	0000000 O'DONNELL ACE HARDWARE	17.94		10/15/24
					17TH ST PRESS WATER HOSE			
647		04/25 AP		10/04/24	0000000 JIM JOLLY SALES, INC	1,112.54		10/15/24
					COTTONWOOD LS CHECK VALVE			
647		04/25 AP		09/20/24	0000000 ECHO GROUP, INC.	46.64		10/15/24
					ALUM. ENTRANCE ELBOW 17TH ST SUPPLIES ELECT			
647		04/25 AP		09/19/24	0000000 ECHO GROUP, INC.	169.03		10/15/24
					COUPLINGS/WIRE 17TH ST SUPPLIES ELECT			
647		04/25 AP		09/10/24	0000000 VAN METER, INC.	58.32		10/15/24
					CONDUIT 17TH ST SUPPLIES ELECT			
647		04/25 AP		09/06/24	0000000 VAN METER, INC.	76.99		10/15/24
					CONDUIT 17TH ST SUPPLIES ELECT			
					ACCOUNT TOTAL	1,497.84	.00	1,497.84
552-6665-436.74-53 SEWER SUPPLIES / CCTV EQUIPMENT & SUPPLIES								
647		04/25 AP		10/01/24	0000000 ELLIOTT EQUIPMENT CO.	111.76		10/15/24
					TV VAN TRACTOR REPAIR KIT			
647		04/25 AP		09/23/24	0000000 ELLIOTT EQUIPMENT CO.	655.06		10/15/24
					TVVAN TRACTR TRANSMISSION			
					ACCOUNT TOTAL	766.82	.00	766.82
552-6665-436.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE								
647		04/25 AP		09/27/24	0000000 ALTORFER INC.	8,189.00		10/15/24
					UV GENERATOR MAINTENANCE			
647		04/25 AP		09/26/24	0000000 GROSSE STEEL CO., INC.	555.00		10/15/24
					DIG #3 BAFFLE REPAIR			
					ACCOUNT TOTAL	8,744.00	.00	8,744.00
552-6665-436.86-12 REPAIR & MAINTENANCE / TOWELS								
647		04/25 AP		09/30/24	0000000 VESTIS	37.86		10/15/24
					MOPS AND TOWELS			
					ACCOUNT TOTAL	37.86	.00	37.86

PREPARED 10/15/2024, 10:13:49
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 49
 ACCOUNTING PERIOD 03/2025

GROUP	PO	ACCTG	-----TRANSACTION-----		DESCRIPTION	DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE
								POST DT
FUND 552 SEWER RENTAL FUND								
552-6665-436.86-29					REPAIR & MAINTENANCE / LAB & TESTING			
647		04/25 AP		09/30/24	0000000 EUOFINS CEDAR FALLS	1,635.00		10/15/24
					LAB ANALYSIS			
ACCOUNT TOTAL						1,635.00	.00	1,635.00
552-6665-436.86-63 REPAIR & MAINTENANCE / SAN SEW-ROOT CONTROL								
647		04/25 AP		09/30/24	0000000 DUKE'S ROOT CONTROL, INC.	26,381.07		10/15/24
					ROOT KILL			
ACCOUNT TOTAL						26,381.07	.00	26,381.07
552-6665-436.87-03 RENTALS / EQUIPMENT RENTAL								
647		04/25 AP		09/19/24	0000000 KW ELECTRIC, INC.	50.00		10/15/24
					4" KNOCK OUT RENTAL			
ACCOUNT TOTAL						50.00	.00	50.00
552-6665-436.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS								
647		04/25 AP		09/30/24	0000000 ZIMMER & FRANCESCON, INC.	88,873.00		10/15/24
					17TH ST PUMP			
583		04/25 AP		07/01/24	0000000 JCG LAND SERVICES, INC.	550.00		10/15/24
					3332-S MAIN SAN SEWER EXT			
					PROJECT#: 023332			
					04/24/24 INV/PROJ MGMT			
ACCOUNT TOTAL						89,423.00	.00	89,423.00
FUND TOTAL						131,692.97	.00	131,692.97
FUND 553 2004 SEWER BOND								
FUND 555 STORM WATER UTILITY								
555-6630-432.72-01					OPERATING SUPPLIES / OPERATING SUPPLIES			
645		04/25 AP		10/01/24	0000000 OFFICE EXPRESS OFFICE PRODUCT	2.02		10/15/24
					HI LITERS, NOTEBOOKS			
ACCOUNT TOTAL						2.02	.00	2.02
555-6630-432.73-34 OTHER SUPPLIES / STORM SEWERS								
653		04/25 AP		10/04/24	0000000 MENARDS-CEDAR FALLS	26.88		10/15/24
					CONCRETE-4709 MILLENIUM			
602		04/25 AP		09/27/24	0000000 BENTON'S READY MIX CONCRETE,	334.50		10/15/24
					511 ALVARADO INTAKE			
ACCOUNT TOTAL						361.38	.00	361.38

PREPARED 10/15/2024, 10:13:49
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 50
 ACCOUNTING PERIOD 03/2025

GROUP	PO	ACCTG	-----TRANSACTION-----			DESCRIPTION	DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE	

POST DT -----									
FUND 555 STORM WATER UTILITY									
555-6630-432.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS									
583		04/25 AP		08/14/24	0000000	BLACK HAWK CO.ABSTRACT	275.00		10/15/24
						3350-UNION RD CULVERT			
						TITLE REPORT-3911 S MAIN			
PROJECT#:					023350				
583		04/25 AP		08/07/24	0000000	BLACK HAWK CO.ABSTRACT	275.00		10/15/24
						3350-UNION RD CULVERT			
						TITLE REPORT-3725 S MAIN			
PROJECT#:					023350				
583		04/25 AP		08/05/24	0000000	BLACK HAWK CO.ABSTRACT	275.00		10/15/24
						3350-UNION RD CULVERT			
						TITLE REPORT-4209 S MAIN			
PROJECT#:					023350				
583		04/25 AP		07/30/24	0000000	BLACK HAWK CO.ABSTRACT	275.00		10/15/24
						3350-UNION RD CULVERT			
						TITLE REPORT-2725 UNION			
PROJECT#:					023350				
583		04/25 AP		07/29/24	0000000	BLACK HAWK CO.ABSTRACT	275.00		10/15/24
						3350-UNION RD CULVERT			
						TITLE REPORT-3129 UNION			
PROJECT#:					023350				
ACCOUNT TOTAL							1,375.00	.00	1,375.00
FUND TOTAL							1,738.40	.00	1,738.40
FUND 570 SEWER ASSESSMENT									
FUND 606 DATA PROCESSING FUND									
606-1078-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
557		04/25 AP		09/13/24	0147597	US BANK	263.98		10/07/24
						AMZN MKTP US*Z89WV1T71			
						BLUE BAR PRINTER RIBBONS			
557		04/25 AP		08/29/24	0147597	US BANK	60.20		10/07/24
						AMZN MKTP US*RK4322LP1			
						TONER-CONTROL BUILDING			
ACCOUNT TOTAL							324.18	.00	324.18
606-1078-441.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
557		04/25 AP		09/04/24	0147597	US BANK	96.10		10/07/24
						FS COM INC			
						FIBER SFP'S/PATCH CABLES			
557		04/25 AP		09/03/24	0147597	US BANK	117.96		10/07/24
						AMAZON MKTPL*RK6831UD1			
						HDMI CABLE/IPAD CASES			
557		04/25 AP		08/26/24	0147597	US BANK	47.98		10/07/24
						AMAZON MARK* R47EM5ML0			
						PATCH CABLES			
ACCOUNT TOTAL							262.04	.00	262.04
606-1078-441.81-40 PROFESSIONAL SERVICES / PUBLIC INFORMATION PROG.									
658		04/25 AP		09/26/24	0000000	PROFESSIONAL OFFICE SERVICES	11,447.14		10/15/24
						PRINT FALL'24 CURRENTS			
557		04/25 AP		09/18/24	0147597	US BANK	99.00		10/07/24
						STK*BIGSTOCKPHOTO.COM			
						ONLINE IMAGE SUBSCRIPTION			

PREPARED 10/15/2024, 10:13:49
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 51
 ACCOUNTING PERIOD 03/2025

GROUP	PO	ACCTG	-----TRANSACTION-----			DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION		BALANCE
								POST DT
FUND 606 DATA PROCESSING FUND								
606-1078-441.81-40 PROFESSIONAL SERVICES / PUBLIC INFORMATION PROG.						continued		
ACCOUNT TOTAL						11,546.14	.00	11,546.14
606-1078-441.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE								
557		04/25 AP		09/19/24	0147597	US BANK	125.00	10/07/24
		AMZN MKTP US*5A9M55S03				DOCKING STATION REPLACEMT		
557		04/25 AP		08/29/24	0147597	US BANK	32.75	10/07/24
		AMZN MKTP US*RK6C36FG1				PUNCHDOWN TOOL REPLACEMNT		
ACCOUNT TOTAL						157.75	.00	157.75
606-1078-441.86-10 REPAIR & MAINTENANCE / SOFTWARE SUPPORT AGREEMTS								
557		04/25 AP		08/29/24	0147597	US BANK	151.67	10/07/24
		BLUEBEAM INC.				BASIC LICENSE-PLANNING		
ACCOUNT TOTAL						151.67	.00	151.67
606-1078-441.93-01 EQUIPMENT / EQUIPMENT								
658		04/25 AP		10/09/24	0000000	BLACK HAWK CO. ASSESSOR	4,300.00	10/15/24
		PICTOMETRY CERT. IMAGERY				GIS		
557		04/25 AP		09/10/24	0147597	US BANK	826.68	10/07/24
		AMAZON MARK* Z81RL4AU2				MONITORS/WIRELESS MOUSE		
658		04/25 AP		09/09/24	0000000	FRSECURE LLC	6,000.00	10/15/24
		2024 PEN TEST EXTERNAL						
557		04/25 AP		09/03/24	0147597	US BANK	349.86	10/07/24
		AMAZON MARK* RK9834UI1				MINI PC-PUBLIC WORKS		
557		04/25 AP		09/03/24	0147597	US BANK	27.97	10/07/24
		AMAZON MKTPL*RK9ZX8I11				FIBER PATCH CABLE		
557		04/25 AP		09/03/24	0147597	US BANK	19.65	10/07/24
		AMAZON.COM*RK9ZM6IF1				COMPUTER SPEAKERS-B.HEATH		
ACCOUNT TOTAL						11,524.16	.00	11,524.16
FUND TOTAL						23,965.94	.00	23,965.94
FUND 680 HEALTH INSURANCE FUND								
680-1902-457.51-01 INSURANCE / HEALTH INSURANCE								
658		04/25 AP		10/01/24	0000000	PDCM INSURANCE	3,541.66	10/15/24
		BENEFITS CONSULTING SERV.				OCTOBER 2024		
ACCOUNT TOTAL						3,541.66	.00	3,541.66
FUND TOTAL						3,541.66	.00	3,541.66

PREPARED 10/15/2024, 10:13:49
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 52
 ACCOUNTING PERIOD 03/2025

GROUP	PO	ACCTG	-----TRANSACTION-----		DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
NBR	NBR	PER.	CD	DATE	NUMBER			POST DT
FUND 681 HEALTH SEVERANCE								
FUND 682 HEALTH INSURANCE - FIRE								
FUND 685 VEHICLE MAINTENANCE FUND								
685-6698-446.71-01					OFFICE SUPPLIES / OFFICE SUPPLIES			
602		04/25 AP		09/03/24	0000000 STOREY KENWORTHY	30.89		10/15/24
					REQUEST FOR LEAVE FORMS			
ACCOUNT TOTAL						30.89	.00	30.89
685-6698-446.72-05 OPERATING SUPPLIES / GAS & OIL								
653		04/25 AP		10/08/24	0000000 NORTHLAND PRODUCTS CO.	102.40		10/15/24
					USED OIL COLLECTION			
653		04/25 AP		09/30/24	0000000 NAPA AUTO PARTS	911.41		10/15/24
					NAPA PARTS			
653		04/25 AP		09/30/24	0000000 NEW CENTURY FS	20,548.20		10/15/24
					GAS AT BLUFF STREET			
653		04/25 AP		09/25/24	0000000 NORTHLAND PRODUCTS CO.	50.20		10/15/24
					USED OIL COLLECTION			
ACCOUNT TOTAL						21,612.21	.00	21,612.21
685-6698-446.72-16 OPERATING SUPPLIES / TOOLS								
653		04/25 AP		09/30/24	0000000 NAPA AUTO PARTS	195.83		10/15/24
					NAPA PARTS			
ACCOUNT TOTAL						195.83	.00	195.83
685-6698-446.72-17 OPERATING SUPPLIES / UNIFORMS								
597		04/25 AP		09/24/24	0000000 SERVICEWEAR APPAREL, INC.	74.25		10/15/24
					UNIFORMS FOR FLEET MAINT			
597		04/25 AP		09/21/24	0000000 SERVICEWEAR APPAREL, INC.	195.87		10/15/24
					UNIFORMS FOR FLEET MAINT			
ACCOUNT TOTAL						270.12	.00	270.12
685-6698-446.73-04 OTHER SUPPLIES / VEHICLE SUPPLIES								
653		04/25 AP		10/09/24	0000000 C & C WELDING & SANDBLASTING	64.59		10/15/24
					MISC STAINLESS STEEL			
653		04/25 AP		09/30/24	0000000 NAPA AUTO PARTS	51,388.38		10/15/24
					NAPA PARTS			
653		04/25 AP		09/25/24	0000000 MENARDS-CEDAR FALLS	15.85		10/15/24
					STEEL HINGE #2400			
653		04/25 AP		09/19/24	0000000 FASTENAL COMPANY	45.11		10/15/24
					BOLTS FOR #247			
653		04/25 AP		09/16/24	0000000 FASTENAL COMPANY	5.55		10/15/24
					BOLTS FOR #248			
557		04/25 AP		09/02/24	0147597 US BANK	780.00		10/07/24

PREPARED 10/15/2024, 10:13:49
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 53
ACCOUNTING PERIOD 03/2025

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 685 VEHICLE MAINTENANCE FUND										
685-6698-446.73-04 OTHER SUPPLIES / VEHICLE SUPPLIES						continued				
653				04/25	AP 08/02/24 0000000	KWIK TRIP #478 CAR WASH CARDS TOYNE, INC.	583.85			10/15/24
						FD501 SEAT				
ACCOUNT TOTAL							52,883.33	.00	52,883.33	
685-6698-446.86-04 REPAIR & MAINTENANCE / RADIO & COMMUNICATIONS										
653				04/25	AP 09/26/24 0000000	PRECISE MRM LLC	1,120.00			10/15/24
						AVL CELL CHARGES				
ACCOUNT TOTAL							1,120.00	.00	1,120.00	
685-6698-446.87-08 RENTALS / WORK BY OUTSIDE AGENCY										
653				04/25	AP 10/04/24 0000000	WITHAM AUTO CENTERS	218.55			10/15/24
						PD13 BATTERY REPLACED				
653				04/25	AP 10/04/24 0000000	WITHAM AUTO CENTERS	1,497.80			10/15/24
						PD15 REAR DIFF REPLACED				
653				04/25	AP 10/02/24 0000000	C & C WELDING & SANDBLASTING	545.74			10/15/24
						ADJUSTED WIDTH-TANK BRKT				
653				04/25	AP 10/02/24 0000000	C & C WELDING & SANDBLASTING	218.98			10/15/24
						REPAIRD AUGER FOR SKID				
653				04/25	AP 09/30/24 0000000	COMPRESSED AIR & EQUIPMENT	250.87			10/15/24
						DIAGNOSIS				
653				04/25	AP 09/30/24 0000000	MIDWEST OVERHEAD CRANE	267.68			10/15/24
						ANNUAL CRANE INSPECTIONS				
653				04/25	AP 09/26/24 0000000	CEDAR VALLEY AUTO GLASS INC.	380.00			10/15/24
						#PD13 WINDHSHIELD REPLACE				
653				04/25	AP 09/20/24 0000000	BEYER MOTORSPORTS LLC	118.20			10/15/24
						#2142 ALIGNMENT				
653				04/25	AP 07/02/24 0000000	BEYER MOTORSPORTS LLC	113.00			10/15/24
						ALIGNMENT #233				
ACCOUNT TOTAL							3,610.82	.00	3,610.82	
685-6698-446.93-04 EQUIPMENT / REFURBISH VEHICLES										
653				04/25	AP 10/08/24 0000000	KOLOR TEK IOWA LLC	1,125.00			10/15/24
						#2401 BUFF/PAINT REPAIRS				
ACCOUNT TOTAL							1,125.00	.00	1,125.00	
FUND TOTAL							80,848.20	.00	80,848.20	

PREPARED 10/15/2024, 10:13:49
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 54
ACCOUNTING PERIOD 03/2025

GROUP	PO	ACCTG	----TRANSACTION----			DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE
								POST DT
FUND 686 PAYROLL FUND								
FUND 687 WORKERS COMPENSATION FUND								
687-1902-457.51-02					INSURANCE / WORKERS COMP INSURANCE			
658		04/25 AP		09/26/24	00000000	ARTHUR J. GALLAGHER RISK MGMT	9,829.00	10/15/24
				23-24	EXCESS WC AUDIT			
ACCOUNT TOTAL						9,829.00	.00	9,829.00
FUND TOTAL						9,829.00	.00	9,829.00
FUND 688 LTD INSURANCE FUND								
FUND 689 LIABILITY INSURANCE FUND								
689-1902-457.51-05					INSURANCE / LIABILITY INSURANCE			
658		04/25 AP		09/26/24	00000000	ARTHUR J. GALLAGHER RISK MGMT	1,604.00	10/15/24
				23-24	AUTO AUDIT			
658		04/25 AP		09/06/24	00000000	CENTURYLINK	2,419.71	10/15/24
				DOL:1/29/24-	SNOWPLOW/POLE			
ACCOUNT TOTAL						4,023.71	.00	4,023.71
FUND TOTAL						4,023.71	.00	4,023.71
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						2,302,982.33	28,234.10	2,274,748.23