



**AGENDA
CITY OF CEDAR FALLS, IOWA
CITY COUNCIL MEETING
TUESDAY, SEPTEMBER 03, 2024
7:00 PM AT CITY HALL, 220 CLAY STREET**

Call to Order by the Mayor

Roll Call

Pledge of Allegiance

Approval of Minutes

1. Approval of the minutes of the Regular City Council meeting of August 19, 2024.

Agenda Revisions

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

Staff Updates

Old Business

2. Pass Ordinance #3075, amending Chapter 2, Administration, of the Code of Ordinances relative to salary of members and salary of the Mayor, upon its third & final consideration.
3. Pass Ordinance #3076, amending Chapter 2, Administration, of the Code of Ordinances relative to oath; bond and powers and duties; bond, upon its third & final consideration.
4. Pass Ordinance #3077, amending Chapter 16, Offenses and Miscellaneous Provisions, of the Code of Ordinances relative to discharge of weapons, upon its third & final consideration.
5. Pass Ordinance #3078, amending Chapter 24, Utilities, of the Code of Ordinances relative to applicability, definitions and requirements for approval of stormwater management plan, 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.)

6. Receive and file the City Council Committee of the Whole minutes of August 19, 2024 relative to the following item:
 - a) Public Transit.
7. Receive and file the following resignation of members from Boards and Commissions:
 - a) Julie Etheredge, Historic Preservation Commission.
8. Approve the following recommendation of the Mayor relative to the appointment of members to Boards and Commissions:
 - a) Maggie Watkins, Planning & Zoning Commission, term ending 11/01/2027.
9. Receive and file communication from the Civil Service Commission relative to the following certified lists:
 - a) Civil CAD/GIS Technician.
 - b) Construction Project Manager.

10. Approve the application of Crossroads Fireworks LLC for a fireworks display permit for September 28, 2024.
11. Approve the following applications for retail alcohol licenses:
 - a) Aldi Inc., 315 Brandilynn Boulevard, Class B retail alcohol - renewal.
 - b) Escapology Cedar Falls, 2518 Melrose Drive, Special Class C retail alcohol - renewal.
 - c) Blue Room, 201 Main Street, Class C retail alcohol - renewal.
 - d) Hilton Garden Inn, 7213 Nordic Drive, Class C retail alcohol & outdoor service - renewal.
 - e) Holiday Inn & Suites Hotel/Event Center, 7400 Hudson Road, Class C retail alcohol & outdoor service - renewal.
 - f) The Brass Tap, 419 & 421 Main Street, Class C retail alcohol & outdoor service - renewal.
 - g) The Landmark, 107 Main Street, Class C retail alcohol & outdoor service - renewal.
 - h) The Pump Haus Pub & Grill, 311 Main Street, Class C retail alcohol & outdoor service - renewal.
 - i) Wilbo, 118 Main Street, Class C retail alcohol & outdoor service - renewal.
 - j) Aldi Inc., 315 Brandilynn Boulevard, Class B retail alcohol - change in ownership.
 - k) Jorgensen Plaza (Table 1912, Diamond Event Center and Gilmore's Pub), 5307 Caraway Lane, Class C retail alcohol & outdoor service - temporary expansion of outdoor service area. (October 3, 2024)
 - l) The Horny Toad American Bar & Grille, 202 - 204 Main Street, Class C retail alcohol - temporary outdoor service. (September 21, 2024)

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

12. Resolution Calendar with items considered separately.
13. Resolution approving and authorizing the Transfer of Funds from the General Fund to the Health Insurance Fund and Capital Projects Fund relative to the Fiscal year ending June 30, 2024.
14. Resolution approving and authorizing execution of a Service/Product Agreement with Benton's Sand & Gravel, Inc. relative to demolition of structures located at 2603 South Union Road, 2617 South Union Road, and 6512 West Ridgeway Avenue.
15. Resolution approving and authorizing execution of an Assignment and Assumption Agreement relative to an Agreement for Private Development and conveyance of development property by CV Commercial, LLC a/k/a CV Commercial, L.L.C. ("CV") to CV Commercial 4, LLC ("CV4").
16. Resolution approving and adopting the May 18, 2022 Cedar Falls Resilience Plan as presented by Perkins & Will.
17. Resolution approving and authorizing execution of an Offer to Buy Real Estate and Acceptance for property located at 515 West 1st Street.
18. Resolution approving and authorizing submission of a Railroad Crossing Elimination (RCE) Grant application to the Federal Railroad Administration; and approving and authorizing the local match relative to abandoning and removing the Cedar Falls Rail Spur.
19. Resolution approving and authorizing execution of an Agreement with HKGi relative to consultant services for the Parks and Recreation Master Plan.
20. Resolution approving and authorizing the expenditure of funds for the purchase of a F-250 Ford truck for the Public Works Department.
21. Resolution approving and authorizing the expenditure of funds for the purchase of a Ford Transit-250 for the Cable Television Division.
22. Resolution approving and accepting the contract and bond of Owen Contracting, Inc. for the Viking Road & Prairie Parkway Intersection Improvements Project.

Ordinances

- [23.](#) Pass an ordinance, 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, upon its first consideration.
- [24.](#) Pass an ordinance, 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, upon its first consideration.

Allow Bills and Claims

- [25.](#) Allow Bills and Claims for September 3, 2024.

Council Updates and Announcements

Council Referrals

Adjournment

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

- The City Council of the City of Cedar Falls, Iowa, met in Regular Session, pursuant to law, the rules of said Council and prior notice given each member thereof, at 7:00 P.M. on the above date. Members present: Schultz, Latta, Kruse, Hawbaker, Ganfield (via electronic), Crisman, Dunn. Absent: None. Mayor Laudick led the Pledge of Allegiance.
- 54916 - It was moved by Kruse and seconded by Schultz that the minutes of the Regular Meeting of August 5, 2024 be approved as presented and ordered of record. Motion carried unanimously.
- 54917 - The Mayor then asked if there were any agenda revisions. City Clerk Kerr noted that item #4 was being removed from the agenda.
- 54918 - Head of Waterloo Christian Schools Ryan Hall, Waterloo, introduced himself and gave a brief overview of the school.
- Rosemary Beach, Cedar Falls, expressed concerns with the lack of sidewalks in the Prairie Parkway neighborhood and requested the installation of additional crosswalks or pedestrian signage. City Administrator Gaines commented.
- Secretary of Cedar Valley Pride Fest Brent Buhr, Waterloo, provided details on the annual Pride Fest event being held on August 23 – August 24, 2024 in Waterloo.
- Denzel Washington, Cedar Falls, expressed concerns with recent ordinance updates and funding for construction projects.
- Kim Jordan, Cedar Falls, commented on transportation and safety concerns with construction relative to the start of school. Jordan also commented on the number of roundabouts in the city and expressed concerns with their safety and cost.
- 54919 - Communication Specialist Huisman provided details on the Hope & Honor 5K being held on September 11, 2024.
- Director of Public Works Schrage provided details on the Household Hazardous Waste & Electronics Recycling Drop-off Event being held on September 7, 2024 from 9AM – 12:30PM.
- 54920 - Mayor Laudick announced that in accordance with the public notice of August 6, 2024, this was the time and place for a public hearing on the authorization of a Loan Agreement and issuance of not to exceed \$4,000,000 General Obligation Capital Loan Notes for essential corporate purposes (ECP). It was then moved by Kruse and seconded by Latta that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 54921 - The Mayor then asked if there were any written communications filed to the proposed bond sale. Upon being advised that there were no written

communications on file, the Mayor then called for oral comments. Director of Finance & Business Operations Rodenbeck provided an update on the proposed bond sale. Following comments by Cedar Falls residents Kim Jordan and Denzel Washington, and responses by Mayor Laudick, Rodenbeck, City Administrator Gaines, and Councilmember Schultz, the Mayor declared the hearing closed and passed to the next order of business.

- 54922 - It was moved by Ganfield and seconded by Hawbaker that Resolution #23,742, instituting proceedings to take additional action for the issuance of not to exceed \$4,000,000 General Obligation Capital Loan Notes for essential corporate purposes (ECP), be adopted. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: None. Motion Carried. The Mayor then declared Resolution #23,742 duly passed and adopted.
- 54923 - Mayor Laudick announced that in accordance with the public notice of August 6, 2024, this was the time and place for a public hearing on the authorization of a Loan Agreement and issuance of not to exceed \$750,000 General Obligation Capital Loan Notes for general corporate purposes (GCP). It was then moved by Kruse and seconded by Latta that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 54924 - The Mayor then asked if there were any written communications filed to the proposed bond sale. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Director of Finance & Business Operations Rodenbeck provided an update on the proposed bond sale. Following comments by Cedar Falls residents Denzel Washington and Kim Jordan, and responses by Rodenbeck, Mayor Laudick, and Councilmember Kruse, the Mayor declared the hearing closed and passed to the next order of business.
- 54925 - It was moved by Crisman and seconded by Hawbaker that Resolution #23,743, instituting proceedings to take additional action for the issuance of not to exceed \$750,000 General Obligation Capital Loan Notes for general corporate purposes (GCP), be adopted. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: None. Motion Carried. The Mayor then declared Resolution #23,743 duly passed and adopted.
- 54926 - It was moved by Latta and seconded by Crisman that Ordinance #3075, amending Chapter 2, Administration, of the Code of Ordinances relative to salary of members and salary of the Mayor, be passed upon its second consideration. Following due consideration by the Council, the Mayor put the question on the motion, and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: None. Motion carried.
- 54927 - It was moved by Kruse and seconded by Hawbaker that Ordinance #3076, amending Chapter 2, Administration, of the Code of Ordinances relative to oath; bond and powers and duties, be passed upon its second consideration.

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

54928 - It was moved by Kruse and seconded by Crisman that Ordinance #3077, amending Chapter 16, Offenses and Miscellaneous Provisions, of the Code of Ordinances relative to discharge of weapons, be passed upon its second consideration. Following comments by Councilmember Kruse, and Denzel Washington, Cedar Falls, and response by Mayor Laudick, the Mayor put the question on the motion, and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: None. Motion carried.

54929 - It was moved by Kruse and seconded by Crisman that Ordinance #3078, amending Chapter 24, Utilities, of the Code of Ordinances relative to applicability, definitions and requirements for approval of stormwater management plan, be passed upon its second consideration. Following comments and questions by Craig Fairbanks, Cedar Falls, Councilmembers Dunn, Kruse and Ganfield, and responses by Director of Public Works Schrage, the Mayor put the question on the motion, and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: None. Motion carried.

54930 - It was moved by Kruse and seconded by Crisman 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 August 5, 2024 relative to the following items:

- a) Discussion on the Future Planning of the Current Cedar Falls High School Site and the MercyOne Cedar Falls Medical Center (formerly Sartori) Site.
- b) Resilience Plan - Overview of the Plan Elements.

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

- a) Accountant.

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

- a) Administrative Assistant.

Receive and file revised bylaws for the Human Rights Commission.

Approve a request for a temporary sign at 2408 Waterloo Road with removal on September 30, 2024.

Approve the following applications for retail alcohol licenses:

- a) Amigo, 5809 University Avenue, Class C retail alcohol & outdoor service - renewal.
- b) Buffalo Wild Wings, 6406 University Avenue, Class C retail alcohol & outdoor service - renewal.
- c) Whiskey Road Tavern & Grill, 402 Main Street, Class C retail alcohol &

outdoor service - renewal.

d) B & B West, 3105 Hudson Road, Class E retail alcohol - renewal.

e) Fleet Farm, 400 West Ridgeway Avenue, Class B retail alcohol - change in ownership.

f) Berk's Main Street Pub, 207 Main Street, Class C retail alcohol - temporary outdoor service. (September 21-22, 2024)

g) Blue Room, 201 Main Street, Class C retail alcohol - temporary outdoor service. (September 21, 2024)

h) The Black Hawk Hotel/Bar Winslow, 115-117 Main Street, Class C retail alcohol - temporary outdoor service. (September 21, 2024)

i) The Brass Tap, 419 & 421 Main Street, Class C retail alcohol & outdoor service - temporary additional outdoor service. (September 21, 2024)

j) The Landmark, 107 Main Street, Class C retail alcohol & outdoor service - temporary additional outdoor service. (September 21, 2024)

k) Community Main Street (District Street Party), Main Street from 1st - 5th Streets and to alleys on East and West of Main on 2nd, 3rd and 4th Streets - Special Class C retail alcohol & outdoor service - 5-day permit. (September 19 - 23, 2024)

Motion carried unanimously.

54931 - It was moved by Latta and seconded by Kruse that the following resolutions be introduced and adopted:

Resolution #23,744, approving and authorizing execution of a Subordination Agreement with Banklowa, in conjunction with the North Cedar Heights Drive Phase 2 Project.

Resolution #23,745, approving and authorizing execution of a Service/Product Agreement with Iowa Northland Regional Council of Governments (INRCOG) for administration and technical services related to Community Development Block Grant (CDBG) Funding Project Delivery for FY2025 (Federal Fiscal Year 2024).

Resolution #23,746, approving and authorizing execution of a Service/Product Agreement with Iowa Northland Regional Council of Governments (INRCOG) for administration and technical services related to Home Investment Partnerships Program (HOME) Funding Project Delivery for FY2025 (Federal Fiscal Year 2024).

Resolution #23,747, approving and authorizing execution of an Agreement for Design/Graphic Design Services with Scott Easton relative to the 2025 Cedar Falls Visitor Guide.

Resolution #23,748, approving and authorizing execution of an Agreement with TMA @ Your Service, LLC (d/b/a "Wellworks For You") relative to the City's employee wellness program.

Resolution #23,749, approving and authorizing execution of an Agreement with Plumb Tech Inc. relative to replacement of the Falls Aquatic Center water heaters.

Resolution #23,750, approving and authorizing execution of a Service/Product

Agreement with The Waldinger Corporation relative to the purchase and installation of a HVAC replacement unit for the Public Safety Department.

Resolution #23,751, approving and authorizing execution of a Joint Funding Agreement for Water Resource Investigations with the U.S. Geological Survey relative to the Cedar River Streamgauge Station.

Resolution #23,752, receiving and filing the bids, and approving and accepting the low bid of Owen Contracting, Inc. in the amount of \$2,217,802.80, for the Viking Road & Prairie Parkway Intersection Improvements Project.

Resolution #23,753, approving the Certificate of Completion and accepting the work of OEL Construction Services, Inc. for the 2021 CDBG Sidewalk Infill Project.

Resolution #23,754, approving and authorizing execution of Amendment Number Two to the Subaward Agreement with the Iowa Department of Homeland Security and Emergency Management Division (HSEMD) for an extension of the Building Resilient Infrastructure and Communities (BRIC) Program grant funding relative to Stormwater Resilience Planning.

Resolution #23,755, setting September 9, 2024 as the date of consultation and directing mailing of notice of consultation, and setting October 21, 2024 as the date of public hearing, directing publication of notice of hearing, directing the mailing of notice of hearing, and approving an application for voluntary annexation of real estate to the City of Cedar Falls.

Resolution #23,756, appointing City Councilmember Chris Latta as a representative of the City of Cedar Falls for a Consultation with representatives of Black Hawk County Board of Supervisors and the Cedar Falls Township Trustees relative to applications for voluntary annexation of certain real estate to the City of Cedar Falls.

Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: None. Motion carried. The Mayor then declared Resolutions #23,744 through #23,756 duly passed and adopted.

54932 - It was moved by Ganfield and seconded by Latta that Resolution #23,757, approving and accepting the Special Warranty Deed and approving and authorizing execution of an Encroachment Agreement, in conjunction with the Viking Road & Prairie Parkway Intersection Improvements Project, be adopted. Following questions by Denzel Wahington, Cedar Falls, and responses by Director of Public Works Schrage, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: None. Motion carried. The Mayor then declared Resolution #23,757 duly passed and adopted.

54933 - It was moved by Crisman and seconded by Dunn that Resolution #23,758, approving and authorizing execution of an Agreement for Use of City Parks and Services with Sturgis Falls Entertainment Group Inc., be adopted. Following

comments by Mayor Laudick, and Councilmembers Ganfield and Crisman, the Mayor put the question on the motion, and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: None. Motion carried. The Mayor then declared Resolution #23,758 duly passed and adopted.

54934 - It was moved by Kruse and seconded by Crisman that the bills and claims of August 19, 2024 be allowed as presented, and that the Controller/City Treasurer be authorized to issue City checks in the proper amounts and on the proper funds in payment of the same. Upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: None. Motion carried.

54935 - It was moved by Crisman and seconded by Hawbaker to refer to the September 3, 2024 City Council Meeting a resolution approving and adopting the May 18, 2022 Cedar Falls Resilience Plan as presented by Perkins & Will. Following comments by Councilmembers Hawbaker, Kruse, Schultz, Crisman, and Ganfield, and Mayor Laudick, the motion carried 5-2, with Kruse and Ganfield voting Nay.

54936 - It was moved by Ganfield and seconded by Schultz to refer to staff to draft a revised city ordinance to remove prohibitions on parking/storing recreational items such as boats and towable travel trailers on rear yards. Following questions and comments by Councilmembers Ganfield, Dunn, Kruse, and Schultz, and Mayor Laudick, the motion carried 5-2, with Crisman and Dunn voting Nay.

City Attorney Rogers responded to questions by Councilmembers Ganfield and Kruse regarding updates to ordinance #3077.

54937 - It was moved by Crisman and seconded by Latta to adjourn to Executive Session to discuss Property Acquisition per Iowa Code Section 21.5(1)(j) to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property. Upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: None. Motion carried.

The City Council adjourned to Executive Session at 8:20 P.M.

Mayor Laudick reconvened the Council meeting at 9:12 P.M.

54938 - It was moved by Latta and seconded by Schultz that the meeting be adjourned at 9:13 P.M. Motion carried unanimously.

Kim Kerr, CMC, City Clerk



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

MEMORANDUM
Legal Services Division

TO: Mayor Laudick, City Council
FROM: Kevin Rogers, City Attorney
DATE: July 29, 2024
SUBJECT: Amendments to Code of Ordinances

Attached please find the latest group of ordinance amendments. Briefly, these amendments would accomplish the following:

Sec. 2-47; 2-186: Makes any increase in compensation for the offices of Mayor, Council member consistent with one another. Rather than using the change in the CPI-U from the previous year in a particular month, the formula would be the average change over the entire previous 12 months preceding the effective date of the change. This is thought to be a more accurate measure of such change and eliminates any peculiarities to a particular month. This would be consistent with the formula used in the City’s collective bargaining agreement with the Teamsters (Public Works).

Also, for the office of Mayor it updates the base salary to reflect what it actually is as of January 1, 2024.

Sec. 2-220; 2-256: A change in the law effective July 1, 2024, explicitly allows an insurance policy to be procured in lieu of City officers posting bonds. The ordinance change would allow this. This reflects current City practice.

Sec. 16-15: Would end the regulation of carrying and transportation of air guns, pellet rifles, etc. in the City to conform to State law. The discharge of such weapons is still prohibited.

Staff recommends approval of these changes. Please feel free to contact me if you have any questions.

Thank you.

ORDINANCE NO. _____

AN ORDINANCE 1) AMENDING SECTION 2-47, SALARY OF MEMBERS, OF DIVISION 1, GENERALLY, OF ARTICLE II, CITY COUNCIL, TO CLARIFY CALCULATION OF SALARY ADJUSTMENTS OF COUNCIL MEMBERS; AND 2) AMENDING SECTION 2-186, SALARY, OF DIVISION 2, MAYOR, OF ARTICLE III, OFFICERS AND EMPLOYEES, TO MODIFY THE SALARY ADJUSTMENT OF THE MAYOR; ALL OF CHAPTER 2, ADMINISTRATION, 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 2-47, Salary of Members, of Division 1, Generally, of Article II, City Council, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 2-47, Salary of Members, is enacted in lieu thereof, as follows:

Sec. 2-47. Salary of members.

Each councilmember of the city shall receive an annual salary of \$8,500.00 as of January 1, 2024, and beginning January 1, 2025, an annual salary adjustment shall be awarded equal to the average of the federal consumer price index rate (CPI-U) for the most recent twelve months ~~of October that precedes issued prior to~~ the effective date of the annual salary adjustment. Said salary shall be payable in such manner as the council shall by motion direct.

(Code 2017, § 2-43; Ord. No. 2085, § 1, 2-13-1995; Ord. No. 2250, § 1, 1-11-1999; Ord. No. 3037, 8-21-2023)

Section 2. Section 2-186, Salary, of Division 2, Mayor, of Article III, Officers and Employees, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 2-186, Salary, is enacted in lieu thereof, as follows:

Sec. 2-186. Salary.

The full time mayor of the city shall receive an annual salary of \$~~112,158.00 as of January 1, 2024, 61,817.60~~ and ~~beginning after~~ January 1, 20~~25~~~~00~~, an annual salary adjustment shall be awarded equal to the average of the latest calendar year annual federal consumer price index rate (CPI-U) for the most recent twelve months issued prior to the effective date of the annual salary adjustment ~~awarded at the start of each fiscal year~~. In addition, the mayor shall also receive the same insurance benefits provided to all appointed officers of the city.

(Code 2017, § 2-154; Ord. No. 1957, § 1, 10-28-1991; Ord. No. 2047, § 1, 2-28-1994; Ord. No. 2250, § 2, 1-11-1999)

INTRODUCED: _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

ORDINANCE NO. 3075

AN ORDINANCE **1)** AMENDING SECTION 2-47, SALARY OF MEMBERS, OF DIVISION 1, GENERALLY, OF ARTICLE II, CITY COUNCIL, TO CLARIFY CALCULATION OF SALARY ADJUSTMENTS OF COUNCIL MEMBERS; AND **2)** AMENDING SECTION 2-186, SALARY, OF DIVISION 2, MAYOR, OF ARTICLE III, OFFICERS AND EMPLOYEES, TO MODIFY THE SALARY ADJUSTMENT OF THE MAYOR; ALL OF CHAPTER 2, ADMINISTRATION, 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 2-47, Salary of Members, of Division 1, Generally, of Article II, City Council, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 2-47, Salary of Members, is enacted in lieu thereof, as follows:

Sec. 2-47. Salary of members.

Each councilmember of the city shall receive an annual salary of \$8,500.00 as of January 1, 2024, and beginning January 1, 2025, an annual salary adjustment shall be awarded equal to the average of the federal consumer price index rate (CPI-U) for the most recent twelve months issued prior to the effective date of the annual salary adjustment. Said salary shall be payable in such manner as the council shall by motion direct.

(Code 2017, § 2-43; Ord. No. 2085, § 1, 2-13-1995; Ord. No. 2250, § 1, 1-11-1999; Ord. No. 3037, 8-21-2023)

Section 2. Section 2-186, Salary, of Division 2, Mayor, of Article III, Officers and Employees, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 2-186, Salary, is enacted in lieu thereof, as follows:

Sec. 2-186. Salary.

The full time mayor of the city shall receive an annual salary of \$112,158.00 as of January 1, 2024, and beginning January 1, 2025, an annual salary adjustment shall be awarded equal to the average of the federal consumer price index rate (CPI-U) for the most recent twelve months issued prior to the effective date of the annual salary adjustment. In addition, the mayor shall also receive the same insurance benefits provided to all appointed officers of the city.

(Code 2017, § 2-154; Ord. No. 1957, § 1, 10-28-1991; Ord. No. 2047, § 1, 2-28-1994; Ord. No. 2250, § 2, 1-11-1999)

INTRODUCED: _____ August 5, 2024 _____

PASSED 1ST CONSIDERATION: _____ August 5, 2024 _____

PASSED 2ND CONSIDERATION: _____ August 19, 2024 _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

ORDINANCE NO. _____

AN ORDINANCE 1) AMENDING SECTION 2-220, OATH; BOND, OF DIVISION 3, CITY ADMINISTRATOR, TO INCLUDE AN INSURANCE OPTION IN LIEU OF BOND FOR CITY ADMINISTRATOR; AND 2) AMENDING SECTION 2-256, POWERS AND DUTIES; BOND, OF DIVISION 4, CITY INVESTMENTS, TO INCLUDE AN INSURANCE OPTION IN LIEU OF BOND FOR CERTAIN CITY OFFICERS, ALL OF ARTICLE III, OFFICERS AND EMPLOYEES, OF CHAPTER 2, ADMINISTRATION, 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 2-220, Oath; Bond, of Division 3, City Administrator, of Article III, Officers and Employees, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 2-220, Oath; Bond, is enacted in lieu thereof, as follows:

Sec. 2-220. Oath; bond.

The city administrator shall, prior to entering the duties of the office, take the oath or affirmation, and shall furnish a surety bond to be approved by the council, said bond to be conditioned on the faithful performance of all the administrator's duties. An insurance policy providing coverage as required by state law may be obtained in lieu of a bond. The premium of the bond or insurance policy shall be paid by the city.

(Ord. No. 2988, § 3, 5-3-2021)

Section 2. Section 2-256, Powers and Duties; Bond, of Division 4, City Investments, of Article III, Officers and Employees, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 2-256, Powers and Duties; Bond, is enacted in lieu thereof, as follows:

Sec. 2-256. Powers and duties; bond.

Investment and depository functions shall be performed in conformance with the laws of the state. Before entering into the duties, in addition to the oath or affirmation, each officer shall execute a bond in the form and conditions prescribed by state law and by ordinance of the council. An insurance policy providing coverage as required by state law may be obtained in lieu of a bond. Such bond or insurance policy shall be filed with the director of finance and business operations. Upon execution of the bond or binding of insurance coverage, the investment and depository duties shall be assigned as follows:

- (1) The controller/city treasurer shall collect, receive and safely keep all money due and belonging to the city, and for any sum of money so received shall execute duplicate receipts, one of which shall be delivered to the person from whom such sum may be received, and the other kept by the finance division. The controller/city treasurer shall keep true and correct accounts with each fund established by the council, of all receipts into and disbursements from the treasury.
- (2) The controller/city treasurer shall, with the approval of the council as to the place and amount of deposit, by resolution entered on record, deposit all city funds, in any bank in the city to which the funds belong.
- (3) The controller/city treasurer shall draw from the county treasurer all funds belonging to the city.

- (4) The controller/city treasurer shall make reports to the council monthly, or more often if required, giving a full and detailed statement under oath of all the receipts and expenditures during the preceding month. Annually the controller/city treasurer shall make a report of the entire year's proceedings, including the state of the treasury.
- (5) The controller/city treasurer shall keep a full and complete record of all outstanding bonds, and their numbers, denominations, dates, rates of interest and maturity, and report the record to the mayor and council annually.
- (6) The controller/city treasurer shall keep a record of the indebtedness of the city, showing the liens, assessments and judgments outstanding against the city, and report the record to the council annually. At the request of the council or mayor, the controller/city treasurer shall communicate to the council any notice of pending assessments, judgments or claims of which the controller/city treasurer is advised.
- (7) The controller/city treasurer shall keep a computerized register with a description of all checks written.
- (8) The controller/city treasurer shall pay money from the treasury only on checks drawn on him by, and signed by, the controller/city treasurer, countersigned by the mayor and director of finance and business operations and sealed with the city seal.
- (9) At the expiration of the controller/city treasurer's term of office, he shall deliver all official papers, books, monies and property belonging to the city to his successors.
- (10) The information services manager shall be responsible for the electronic communications with the banking system on a daily basis and internal computer security of access to investment data.
- (11) When there is an accumulation in the treasury and there are no outstanding checks, the controller/city treasurer shall invest the funds in compliance with the city's investment policy.
- (12) The controller/city treasurer shall safely keep all invested funds.
- (13) When the controller/city treasurer determines that there are not or will not be sufficient funds on hand to pay legal obligations of a fund, the controller/city treasurer may request to the city council a short term loan payable to a bank or other business entity authorized by law to loan money in an amount legally available and believed to be sufficient to cover the anticipated deficiency.

(Code 2017, § 2-192; Ord. No. 2728, § 2, 2-14-2011)

INTRODUCED: _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

ORDINANCE NO. 3076

AN ORDINANCE **1)** AMENDING SECTION 2-220, OATH; BOND, OF DIVISION 3, CITY ADMINISTRATOR, TO INCLUDE AN INSURANCE OPTION IN LIEU OF BOND FOR CITY ADMINISTRATOR; AND **2)** AMENDING SECTION 2-256, POWERS AND DUTIES; BOND, OF DIVISION 4, CITY INVESTMENTS, TO INCLUDE AN INSURANCE OPTION IN LIEU OF BOND FOR CERTAIN CITY OFFICERS, ALL OF ARTICLE III, OFFICERS AND EMPLOYEES, OF CHAPTER 2, ADMINISTRATION, 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 2-220, Oath; Bond, of Division 3, City Administrator, of Article III, Officers and Employees, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 2-220, Oath; Bond, is enacted in lieu thereof, as follows:

Sec. 2-220. Oath; bond.

The city administrator shall, prior to entering the duties of the office, take the oath or affirmation, and shall furnish a surety bond to be approved by the council, said bond to be conditioned on the faithful performance of all the administrator's duties. An insurance policy providing coverage as required by state law may be obtained in lieu of a bond. The premium of the bond or insurance policy shall be paid by the city.

(Ord. No. 2988, § 3, 5-3-2021)

Section 2. Section 2-256, Powers and Duties; Bond, of Division 4, City Investments, of Article III, Officers and Employees, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 2-256, Powers and Duties; Bond, is enacted in lieu thereof, as follows:

Sec. 2-256. Powers and duties; bond.

Investment and depository functions shall be performed in conformance with the laws of the state. Before entering into the duties, in addition to the oath or affirmation, each officer shall execute a bond in the form and conditions prescribed by state law and by ordinance of the council. An insurance policy providing coverage as required by state law may be obtained in lieu of a bond. Such bond or insurance policy shall be filed with the director of finance and business operations. Upon execution of the bond or binding of insurance coverage, the investment and depository duties shall be assigned as follows:

- (1) The controller/city treasurer shall collect, receive and safely keep all money due and belonging to the city, and for any sum of money so received shall execute duplicate receipts, one of which shall be delivered to the person from whom such sum may be received, and the other kept by the finance division. The controller/city treasurer shall keep true and correct accounts with each fund established by the council, of all receipts into and disbursements from the treasury.

- (2) The controller/city treasurer shall, with the approval of the council as to the place and amount of deposit, by resolution entered on record, deposit all city funds, in any bank in the city to which the funds belong.
- (3) The controller/city treasurer shall draw from the county treasurer all funds belonging to the city.
- (4) The controller/city treasurer shall make reports to the council monthly, or more often if required, giving a full and detailed statement under oath of all the receipts and expenditures during the preceding month. Annually the controller/city treasurer shall make a report of the entire year's proceedings, including the state of the treasury.
- (5) The controller/city treasurer shall keep a full and complete record of all outstanding bonds, and their numbers, denominations, dates, rates of interest and maturity, and report the record to the mayor and council annually.
- (6) The controller/city treasurer shall keep a record of the indebtedness of the city, showing the liens, assessments and judgments outstanding against the city, and report the record to the council annually. At the request of the council or mayor, the controller/city treasurer shall communicate to the council any notice of pending assessments, judgments or claims of which the controller/city treasurer is advised.
- (7) The controller/city treasurer shall keep a computerized register with a description of all checks written.
- (8) The controller/city treasurer shall pay money from the treasury only on checks drawn on him by, and signed by, the controller/city treasurer, countersigned by the mayor and director of finance and business operations and sealed with the city seal.
- (9) At the expiration of the controller/city treasurer's term of office, he shall deliver all official papers, books, monies and property belonging to the city to his successors.
- (10) The information services manager shall be responsible for the electronic communications with the banking system on a daily basis and internal computer security of access to investment data.
- (11) When there is an accumulation in the treasury and there are no outstanding checks, the controller/city treasurer shall invest the funds in compliance with the city's investment policy.
- (12) The controller/city treasurer shall safely keep all invested funds.
- (13) When the controller/city treasurer determines that there are not or will not be sufficient funds on hand to pay legal obligations of a fund, the controller/city treasurer may request to the city council a short term loan payable to a bank or other business entity authorized by law to loan money in an amount legally available and believed to be sufficient to cover the anticipated deficiency.

(Code 2017, § 2-192; Ord. No. 2728, § 2, 2-14-2011)

INTRODUCED: _____ August 5, 2024 _____

PASSED 1ST CONSIDERATION: _____ August 5, 2024 _____

PASSED 2ND CONSIDERATION: _____ August 19, 2024 _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

ORDINANCE NO. _____

AN ORDINANCE AMENDING UNTITLED SUBSECTION (d) OF SECTION 16-15, DISCHARGE OF WEAPONS, OF ARTICLE 1, IN GENERAL, OF CHAPTER 16, OFFENSES AND MISCELLANEOUS PROVISIONS, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, TO ELIMINATE REGULATION OF CARRYING AND TRANSPORTING CERTAIN WEAPONS.

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

Untitled Subsection (d) of Section 16-15, Discharge of Weapons, of Article 1, In General, of Chapter 16, Offenses and Miscellaneous Provisions, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new untitled Subsection (d) of Section 16-15, Discharge of Weapons, is enacted in lieu thereof, as follows:

Sec. 16-15. Discharge of weapons.

[unchanged provisions omitted]

- (d) No person shall discharge ~~or carry on or about his person or in a vehicle~~ any air rifles, pellet guns or similar devices capable of discharging any leaden or other dangerous missile or substance within the city, except peace officers in the line of duty. ~~However, it shall be lawful to carry one or more unloaded air rifles, pellet guns or similar devices if the unloaded weapon is carried in a gun case or closed container which is too large to be effectively concealed on the person or within the clothing of an individual.~~

[unchanged provisions omitted]

INTRODUCED: _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

ORDINANCE NO. 3077

AN ORDINANCE AMENDING UNTITLED SUBSECTION (d) OF SECTION 16-15, DISCHARGE OF WEAPONS, OF ARTICLE 1, IN GENERAL, OF CHAPTER 16, OFFENSES AND MISCELLANEOUS PROVISIONS, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, TO ELIMINATE REGULATION OF CARRYING AND TRANSPORTING CERTAIN WEAPONS.

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

Untitled Subsection (d) of Section 16-15, Discharge of Weapons, of Article 1, In General, of Chapter 16, Offenses and Miscellaneous Provisions, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new untitled Subsection (d) of Section 16-15, Discharge of Weapons, is enacted in lieu thereof, as follows:

Sec. 16-15. Discharge of weapons.

[unchanged provisions omitted]

- (d) No person shall discharge any air rifles, pellet guns or similar devices capable of discharging any leaden or other dangerous missile or substance within the city, except peace officers in the line of duty.

[unchanged provisions omitted]

INTRODUCED: _____ August 5, 2024

PASSED 1ST CONSIDERATION: _____ August 5, 2024

PASSED 2ND CONSIDERATION: _____ August 19, 2024

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk



DEPARTMENT OF PUBLIC WORKS

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Daniel Laudick and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: August 5, 2024

SUBJECT: Storm Water Ordinance
 Chapter 24, Utilities
 Article VI, Post-Construction Stormwater Control
 Section(s) 24-336, 24-337, 24-339

On April 10th, 2024, Governor Kim Renyolds approved Senate File 455 regarding regulations of topsoil and stormwater at construction sites that recently went into effect with Iowa Code statewide on July 1st, 2024. Attached is a copy of the signed Senate File 455 for your review. As a result, the City's Code of Ordinances will need to be updated to match the Iowa Code's intent.

The City's current post-construction stormwater management practice requires developments to install detention basins that store the 100 year post-construction rainfall event, release at the 2 year rainfall event as if it were in its natural undeveloped state, and provide water quality by storing the first 1.25" of rain while releasing it over 24 to 48 hours. The new requirements will change the release rate to a 5 year rainfall event based on how the site exists at time of construction. The existing post-construction stormwater management code was last updated in 2010.

The Engineering Division of the Public Works Department is proposing that the associated changes in Chapter 24, Utilities, Article VI, Post-Construction Stormwater Control, in Sections 24-336, 24-337, and 24-339 of the Code of Ordinances be modified to match the Iowa Code. Please see attached for this proposed redlines and updates.

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

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

ORDINANCE NO. _____

AN ORDINANCE **1)** AMENDING UNTITLED SUBSECTION (b)(1) OF SECTION 24-336, APPLICABILITY, TO CLARIFY USE OF THE TERM “LAND DISTURBING ACTIVITY”; AND **2)** AMENDING UNTITLED SUBSECTION (b) OF SECTION 24-337, DEFINITIONS, TO ADD A NEW DEFINITION OF “LAND DISTURBING ACTIVITY”; AND **3)** AMENDING SECTION 24-339, REQUIREMENTS FOR APPROVAL OF STORMWATER MANAGEMENT PLAN, TO CONFORM STORMWATER MANAGEMENT REQUIREMENTS TO STATE LAW, ALL OF ARTICLE VI, POST-CONSTRUCTION STORMWATER CONTROL, OF CHAPTER 24, UTILITIES, 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. Untitled Subsection (b)(1) of Section 24-336, Applicability, of Article VI, Post-Construction Stormwater Control, of Chapter 24, Utilities, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Untitled Subsection (b)(1) of Section 24-336, Applicability, is enacted in lieu thereof, as follows:

Sec. 24-336. Applicability.

[unchanged provisions omitted]

- (b) When a development plan is submitted to the city that qualifies as a development or redevelopment, the procedures and requirements of section 24-338 shall be followed. Final authorization of all development and redevelopment projects shall be determined after a review by the city. Plans that must comply with section 24-338 are:
- (1) Land disturbing activity as defined in section 24-337 exceeding 43,560 square feet (one (1) acre) in area on land previously vacant of buildings or largely free of previous land disturbing activity other than traditional agricultural activities;

[unchanged provisions omitted]

Section 2. Untitled Subsection (b), of Section 24-337, Definitions, of Article VI, Post-Construction Stormwater Control, of Chapter 24, Utilities, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby amended by adding a new unnumbered Subparagraph entitled *Land Disturbing Activity*, as follows:

Sec. 24-337. Definitions.

[unchanged provisions omitted]

- (b) The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Building means any structure, either temporary or permanent, having walls and a roof, designed for the shelter of any person, animal, or property, and occupying more than 100 square feet of area.

Best management practices (BMPs) are policies, practices, procedures, or structures implemented to mitigate the adverse environmental effects on surface water quality resulting from development. BMPs are categorized as structural or non-structural.

City engineer includes any other representative of the city engineer's office that is designated by the city engineer to act in the place and with the authority of the city engineer. The city engineer is also referred to in this article as the "enforcement officer." The city engineer shall have responsibility for administration and enforcement of this article.

City stormwater requirements are set forth in section 24-339(c)(2) and are based upon the Iowa Stormwater Management Manual.

Dedication means the deliberate appropriation of property by its owner for general public use.

Developer means a person who undertakes land disturbing activities.

Drainage easement means a legal right granted by a landowner to a grantee allowing the use of private land for stormwater management purposes.

Iowa Stormwater Management Manual means the manual collaboratively developed by the Iowa Department of Natural Resources (IDNR) and the Center for Transportation Research and Education (CTRE) at Iowa State University that contains the sizing criteria, design and specification guidelines and BMPs that address stormwater quality and quantity management. This manual can be found on the web at the following address: <http://www.ctre.iastate.edu/pubs/stormwater/index.cfm>.

Land Disturbing Activity means any construction activity that modifies existing grade, elevation, or surface of any part of any lot or parcel of land. Land disturbing activity includes reconstruction of parking lots to subgrade, but does not include resurfacing of established parking lots as long as the subbase is not exposed.

Maintenance and repair agreement means an agreement between the city and property owner that shall be filed at the county recorder's office by which the property owners of all lots or land benefiting from the stormwater management facility grant access for maintenance and repair by means of an easement.

Regional stormwater management facility means a facility collecting two or more square miles of a drainage area or a facility having a retention or detention basin with a storage depth of ten feet or more and which stores ten acre-feet or more of water. The facility is required to be on public right-of-way, accessible by street right-of-way, is required to have a perimeter of at least 25 feet, be located within the city limits, and the discharge from which flows through the city limits.

Stormwater management means the use of BMPs that are designed in accordance with city stormwater requirements to reduce stormwater runoff pollutant loads, discharge volumes, peak flow discharge rates and detrimental changes in stream temperature that affect water quality and habitat.

(Code 2017, § 27-404; Ord. No. 2718, § 1, 9-27-2010)

Section 3. Section 24-339, Requirements for Approval of Stormwater Management Plan, of Article VI, Post-Construction Stormwater Control, of Chapter 24, Utilities, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 24-339, Requirements for Approval of Stormwater Management Plan, is enacted in lieu thereof, as follows:

Sec. 24-339. Requirements for approval of stormwater management plan.

- (a) Stormwater management plan. No application for a development shall be accepted unless it includes a plan detailing the stormwater management facility, and the control and management of the runoff and water quality impacts resulting from the development.
- (b) The stormwater management plan shall:
 - (1) Be prepared by either a licensed professional engineer or registered architect if a site is more than five acres of disturbed area. A site with five acres or less of disturbed area shall be prepared by either a licensed professional engineer, a registered architect (including a registered landscape architect), or a professional in erosion and sediment control, as the applicant's engineer. The applicant's engineer shall

be credentialed in a manner acceptable to the city, and shall be referred to in this article as the "applicant's engineer."

- (2) Indicate whether stormwater will be managed on site or off site, and applicable provisions of the general location and type of BMPs, with clear citations to the Iowa Stormwater Management Manual.
- (c) The stormwater management plan shall include the following information:
- (1) A map indicating the location of existing and proposed buildings, roads, parking areas, utilities, structural stormwater management facility and sediment and erosion BMPs. The map shall also clearly show proposed land use with tabulation of the percentage of surface area to be adapted to various uses; drainage patterns; unobstructed 100-year storm overflow routes; locations of utilities, roads and easements; and the limits of clearing and grading.
 - (2) Sufficient engineering analysis to show compliance with the city stormwater requirements, including the following:
 - a. Rainfall events, up to and including 1.25 inches of rain, shall be released at a continuous rate over 24 hours or provide an adequate maintenance and repair agreement to manage this level of rainfall event off site.
 - b. All rainfall events greater than 1.25 inches of rain and up to the 100-year rainfall event shall be released at the rate of the ~~five~~two-year frequency rainfall event on the site as it existed at the time construction commenced~~in its natural, undeveloped state~~.
 - c. If there are reasons why subsection (c)(2)a or b of this section cannot be achieved, an applicant may apply for a waiver as provided in section 24-342.
 - (3) A written or graphic inventory of the natural resources present at the site and extending a minimum of 500 feet beyond the limits of the site of the proposed development. A description of the watershed for the project shall include soil conditions, forest cover, topography, wetlands, and other native vegetative areas on the site.
 - (4) The city may also require that the applicant file a conceptual plan to analyze the maximum development potential of a site under existing zoning regulations, regardless of whether the applicant presently intends to develop the site to its maximum potential.
 - (5) For developments occurring on a previously developed site, an applicant shall be required to include existing stormwater runoff discharges.
 - (6) Contact information, including the name and address of the owner of the property, and a list of the owner and addresses of adjacent properties.
 - (7) Topographic base map, consisting of a scalable topographic base map of the site which extends a minimum of 500 feet beyond the limits of the proposed development and which indicates existing surface water drainage including streams, ponds, culverts, ditches, and wetlands; current land uses, including all existing structures; locations of utilities, roads, and easements; and significant natural and manmade features.
 - (8) Hydrologic and hydraulic design calculations for the pre-development and post-development conditions for the ~~five~~two-, ten-, and 100-year rainfall events. Such calculations shall include:
 - a. Description of the design storm frequency, intensity and duration;
 - b. Time of concentration;
 - c. Soil curve numbers or runoff coefficients;
 - d. Peak runoff rates and total runoff volumes for each watershed area;
 - e. Infiltration rates, where applicable;

- f. Culvert capacities;
 - g. Flow velocities;
 - h. Data on the increase in rate and volume of runoff; and
 - i. Documentation of sources for all computation methods and field test results.
- (9) If a stormwater management facility depends on the hydrologic properties of soils (e.g., infiltration basins), then a soils report shall be submitted. The soils report shall be based on on site boring logs or soil pit profiles. The number and location of required soil borings or soil pit profiles shall be determined based on what is necessary to determine the suitability and distribution of soil types present at the location of the facility.
- (10) Landscaping and vegetative stabilization shall comply with the city's stormwater requirements and shall prevent impairment of BMPs.
- (11) A maintenance and repair agreement for all stormwater management facilities (see section 24-341). In the event the applicant and the city agree that the regional stormwater management facility installed by the applicant is to be dedicated to the city, the city shall prepare a dedication agreement on such terms and conditions as the city determines are appropriate, which may include requirements that the applicant pay all installation costs and fees.
- (12) Proof of the recorded maintenance and repair agreement shall be given to the city. The agreement shall require the following:
- a. The agreement shall require all benefiting properties to participate in the maintenance and repair of the stormwater management facility;
 - b. Said applicant has accepted such responsibility in a written document and has recorded the document in the county recorder's office under state law; and
 - c. Said applicant understands that this easement shall grant the city the right to correct any maintenance or repair issues not corrected by the applicant with said facility and assess the cost of maintenance and repairs to all benefiting properties as liens to be collected in the same manner as property taxes.
- (13) Performance bond. The cost of the stormwater management facility shall be included in the amount of the cash escrow or payment and performance bond required under chapter 20.
- (14) Maintenance bond. The cost of the stormwater management facility shall be included in the amount of the subdivision maintenance bond required to be posted by the developer under chapter 20.
- (d) The stormwater management plan shall be referred for comments to all other interested agencies including, but not limited to, Iowa Department of Natural Resources (IDNR), Iowa Department of Transportation (IDOT), and the Natural Resources Conservation Services (NRCS), and consideration shall be given to all comments received from such agencies in determining whether the stormwater management plan meets the requirements of this article.
- (e) No building, land use, or SWPPP permits shall be issued until a stormwater management plan or waiver has been approved by the city.
- (f) Multiple submissions of the stormwater management plans shall include a summary of the differences in the new stormwater management plan from the stormwater management plan previously submitted.

(Code 2017, § 27-406; Ord. No. 2718, § 1, 9-27-2010)

INTRODUCED: _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

Attest:

Kim Kerr, CMC, City Clerk

ORDINANCE NO. 3078

AN ORDINANCE **1)** AMENDING UNTITLED SUBSECTION (b)(1) OF SECTION 24-336, APPLICABILITY, TO CLARIFY USE OF THE TERM “LAND DISTURBING ACTIVITY”; AND **2)** AMENDING UNTITLED SUBSECTION (b) OF SECTION 24-337, DEFINITIONS, TO ADD A NEW DEFINITION OF “LAND DISTURBING ACTIVITY”; AND **3)** AMENDING SECTION 24-339, REQUIREMENTS FOR APPROVAL OF STORMWATER MANAGEMENT PLAN, TO CONFORM STORMWATER MANAGEMENT REQUIREMENTS TO STATE LAW, ALL OF ARTICLE VI, POST-CONSTRUCTION STORMWATER CONTROL, OF CHAPTER 24, UTILITIES, 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. Untitled Subsection (b)(1) of Section 24-336, Applicability, of Article VI, Post-Construction Stormwater Control, of Chapter 24, Utilities, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Untitled Subsection (b)(1) of Section 24-336, Applicability, is enacted in lieu thereof, as follows:

Sec. 24-336. Applicability.

[unchanged provisions omitted]

- (b) When a development plan is submitted to the city that qualifies as a development or redevelopment, the procedures and requirements of section 24-338 shall be followed. Final authorization of all development and redevelopment projects shall be determined after a review by the city. Plans that must comply with section 24-338 are:
- (1) Land disturbing activity as defined in section 24-337 exceeding 43,560 square feet (one (1) acre) in area on land previously vacant of buildings or largely free of previous land disturbing activity other than traditional agricultural activities;

[unchanged provisions omitted]

Section 2. Untitled Subsection (b), of Section 24-337, Definitions, of Article VI, Post-Construction Stormwater Control, of Chapter 24, Utilities, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby amended by adding a new unnumbered Subparagraph entitled *Land Disturbing Activity*, as follows:

Sec. 24-337. Definitions.

[unchanged provisions omitted]

- (b) The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Building means any structure, either temporary or permanent, having walls and a roof, designed for the shelter of any person, animal, or property, and occupying more than 100 square feet of area.

Best management practices (BMPs) are policies, practices, procedures, or structures implemented to mitigate the adverse environmental effects on surface water quality resulting from development. BMPs are categorized as structural or non-structural.

City engineer includes any other representative of the city engineer's office that is designated by the city engineer to act in the place and with the authority of the city engineer. The city engineer is also referred to in this article as the "enforcement officer." The city engineer shall have responsibility for administration and enforcement of this article.

City stormwater requirements are set forth in section 24-339(c)(2) and are based upon the Iowa Stormwater Management Manual.

Dedication means the deliberate appropriation of property by its owner for general public use.

Developer means a person who undertakes land disturbing activities.

Drainage easement means a legal right granted by a landowner to a grantee allowing the use of private land for stormwater management purposes.

Iowa Stormwater Management Manual means the manual collaboratively developed by the Iowa Department of Natural Resources (IDNR) and the Center for Transportation Research and Education (CTRE) at Iowa State University that contains the sizing criteria, design and specification guidelines and BMPs that address stormwater quality and quantity management. This manual can be found on the web at the following address: <http://www.ctre.iastate.edu/pubs/stormwater/index.cfm>.

Land Disturbing Activity means any construction activity that modifies existing grade, elevation, or surface of any part of any lot or parcel of land. Land disturbing activity includes reconstruction of parking lots to subgrade, but does not include resurfacing of established parking lots as long as the subbase is not exposed.

Maintenance and repair agreement means an agreement between the city and property owner that shall be filed at the county recorder's office by which the property owners of all lots or land benefiting from the stormwater management facility grant access for maintenance and repair by means of an easement.

Regional stormwater management facility means a facility collecting two or more square miles of a drainage area or a facility having a retention or detention basin with a storage depth of ten feet or more and which stores ten acre-feet or more of water. The facility is required to be on public right-of-way, accessible by street right-of-way, is required to have a perimeter of at least 25 feet, be located within the city limits, and the discharge from which flows through the city limits.

Stormwater management means the use of BMPs that are designed in accordance with city stormwater requirements to reduce stormwater runoff pollutant loads, discharge volumes, peak flow discharge rates and detrimental changes in stream temperature that affect water quality and habitat.

(Code 2017, § 27-404; Ord. No. 2718, § 1, 9-27-2010)

Section 3. Section 24-339, Requirements for Approval of Stormwater Management Plan, of Article VI, Post-Construction Stormwater Control, of Chapter 24, Utilities, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 24-339, Requirements for Approval of Stormwater Management Plan, is enacted in lieu thereof, as follows:

Sec. 24-339. Requirements for approval of stormwater management plan.

- (a) Stormwater management plan. No application for a development shall be accepted unless it includes a plan detailing the stormwater management facility, and the control and management of the runoff and water quality impacts resulting from the development.
- (b) The stormwater management plan shall:
 - (1) Be prepared by either a licensed professional engineer or registered architect if a site is more than five acres of disturbed area. A site with five acres or less of disturbed area shall be prepared by either a licensed professional engineer, a registered architect (including a registered landscape architect), or a professional in erosion and sediment control, as the applicant's engineer. The applicant's engineer shall

be credentialed in a manner acceptable to the city, and shall be referred to in this article as the "applicant's engineer."

- (2) Indicate whether stormwater will be managed on site or off site, and applicable provisions of the general location and type of BMPs, with clear citations to the Iowa Stormwater Management Manual.
- (c) The stormwater management plan shall include the following information:
- (1) A map indicating the location of existing and proposed buildings, roads, parking areas, utilities, structural stormwater management facility and sediment and erosion BMPs. The map shall also clearly show proposed land use with tabulation of the percentage of surface area to be adapted to various uses; drainage patterns; unobstructed 100-year storm overflow routes; locations of utilities, roads and easements; and the limits of clearing and grading.
 - (2) Sufficient engineering analysis to show compliance with the city stormwater requirements, including the following:
 - a. Rainfall events, up to and including 1.25 inches of rain, shall be released at a continuous rate over 24 hours or provide an adequate maintenance and repair agreement to manage this level of rainfall event off site.
 - b. All rainfall events greater than 1.25 inches of rain and up to the 100-year rainfall event shall be released at the rate of the five-year frequency rainfall event on the site as it existed at the time construction commenced.
 - c. If there are reasons why subsection (c)(2)a or b of this section cannot be achieved, an applicant may apply for a waiver as provided in section 24-342.
 - (3) A written or graphic inventory of the natural resources present at the site and extending a minimum of 500 feet beyond the limits of the site of the proposed development. A description of the watershed for the project shall include soil conditions, forest cover, topography, wetlands, and other native vegetative areas on the site.
 - (4) The city may also require that the applicant file a conceptual plan to analyze the maximum development potential of a site under existing zoning regulations, regardless of whether the applicant presently intends to develop the site to its maximum potential.
 - (5) For developments occurring on a previously developed site, an applicant shall be required to include existing stormwater runoff discharges.
 - (6) Contact information, including the name and address of the owner of the property, and a list of the owner and addresses of adjacent properties.
 - (7) Topographic base map, consisting of a scalable topographic base map of the site which extends a minimum of 500 feet beyond the limits of the proposed development and which indicates existing surface water drainage including streams, ponds, culverts, ditches, and wetlands; current land uses, including all existing structures; locations of utilities, roads, and easements; and significant natural and manmade features.
 - (8) Hydrologic and hydraulic design calculations for the pre-development and post-development conditions for the five-, ten-, and 100-year rainfall events. Such calculations shall include:
 - a. Description of the design storm frequency, intensity and duration;
 - b. Time of concentration;
 - c. Soil curve numbers or runoff coefficients;
 - d. Peak runoff rates and total runoff volumes for each watershed area;
 - e. Infiltration rates, where applicable;

- f. Culvert capacities;
 - g. Flow velocities;
 - h. Data on the increase in rate and volume of runoff; and
 - i. Documentation of sources for all computation methods and field test results.
- (9) If a stormwater management facility depends on the hydrologic properties of soils (e.g., infiltration basins), then a soils report shall be submitted. The soils report shall be based on on site boring logs or soil pit profiles. The number and location of required soil borings or soil pit profiles shall be determined based on what is necessary to determine the suitability and distribution of soil types present at the location of the facility.
- (10) Landscaping and vegetative stabilization shall comply with the city's stormwater requirements and shall prevent impairment of BMPs.
- (11) A maintenance and repair agreement for all stormwater management facilities (see section 24-341). In the event the applicant and the city agree that the regional stormwater management facility installed by the applicant is to be dedicated to the city, the city shall prepare a dedication agreement on such terms and conditions as the city determines are appropriate, which may include requirements that the applicant pay all installation costs and fees.
- (12) Proof of the recorded maintenance and repair agreement shall be given to the city. The agreement shall require the following:
- a. The agreement shall require all benefiting properties to participate in the maintenance and repair of the stormwater management facility;
 - b. Said applicant has accepted such responsibility in a written document and has recorded the document in the county recorder's office under state law; and
 - c. Said applicant understands that this easement shall grant the city the right to correct any maintenance or repair issues not corrected by the applicant with said facility and assess the cost of maintenance and repairs to all benefiting properties as liens to be collected in the same manner as property taxes.
- (13) Performance bond. The cost of the stormwater management facility shall be included in the amount of the cash escrow or payment and performance bond required under chapter 20.
- (14) Maintenance bond. The cost of the stormwater management facility shall be included in the amount of the subdivision maintenance bond required to be posted by the developer under chapter 20.
- (d) The stormwater management plan shall be referred for comments to all other interested agencies including, but not limited to, Iowa Department of Natural Resources (IDNR), Iowa Department of Transportation (IDOT), and the Natural Resources Conservation Services (NRCS), and consideration shall be given to all comments received from such agencies in determining whether the stormwater management plan meets the requirements of this article.
- (e) No building, land use, or SWPPP permits shall be issued until a stormwater management plan or waiver has been approved by the city.
- (f) Multiple submissions of the stormwater management plans shall include a summary of the differences in the new stormwater management plan from the stormwater management plan previously submitted.

(Code 2017, § 27-406; Ord. No. 2718, § 1, 9-27-2010)

INTRODUCED: _____ August 5, 2024 _____

PASSED 1ST CONSIDERATION: _____ August 5, 2024 _____

PASSED 2ND CONSIDERATION: _____ August 19, 2024 _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

Attest:

Kim Kerr, CMC, City Clerk



KIM REYNOLDS
GOVERNOR

OFFICE OF THE GOVERNOR

ADAM GREGG
LT GOVERNOR

April 10, 2024

The Honorable Paul Pate
Secretary of State of Iowa
State Capitol
Des Moines, Iowa 50319

Dear Mr. Secretary,

I hereby transmit:

Senate File 455, an Act relating to the regulation of topsoil and storm water at construction sites.

The above Senate File is hereby approved on this date.

Sincerely,

A handwritten signature in black ink that reads "Kim Reynolds".

Kim Reynolds
Governor of Iowa

cc: Secretary of the Senate
Clerk of the House



Senate File 455

AN ACT
RELATING TO THE REGULATION OF TOPSOIL AND STORM WATER AT
CONSTRUCTION SITES.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF IOWA:

Section 1. Section 331.301, Code 2024, is amended by adding the following new subsection:

NEW SUBSECTION. 23. *a.* For purposes of this subsection:

(1) "*Construction site*" means the same as used in a storm water general permit adopted by rule pursuant to section 455B.103A.

(2) "*Topsoil*" means the same as used in a storm water general permit adopted by rule pursuant to section 455B.103A.

b. A county shall not adopt or enforce an ordinance, motion, resolution, or amendment relating to the preservation,

compaction, placement, or depth of topsoil at a construction site that is more restrictive than those requirements provided in the national pollutant discharge elimination system general permit no. 2 as issued by the department of natural resources. A county may develop standards to evaluate topsoil quantities before and after construction and ensure compliance with general permit no. 2. A county may request that the department of natural resources review the soil of a construction site to verify that the national pollutant discharge elimination system general permit no. 2 as issued by the department of natural resources is proper for the construction site.

c. (1) A county may adopt or enforce an ordinance, motion, resolution, or amendment that regulates storm water runoff at a construction site only to the extent that such regulation for rainfall events having a return frequency ranging from five through one hundred years does not require a post-construction storm water flow rate that is more restrictive than the existing flow rate of a rainfall event having a return frequency of five years, with all such runoff rates based on the actual existing condition of the site at the time the construction commences.

(2) A county may adopt or enforce an ordinance, motion, resolution, or amendment that regulates storm water runoff from upstream properties adjacent to a construction site to the extent that storm water runoff shall be allowed to pass through downstream storm water basins at the same flow rates as off-site storm water runoff entering the construction site.

(3) A county may impose a storm water runoff requirement that is more restrictive than what is allowed or required by this paragraph at the construction site if the county meets all of the following conditions:

(a) The county pays for all study, design, and engineering costs for implementing the more restrictive storm water runoff requirement that includes an analysis by a licensed professional engineer of the difference in costs between the requirements of this paragraph and the more restrictive county storm water runoff requirement.

(b) The county pays for the difference of costs between the requirements of this paragraph and the more restrictive requirement imposed by the county for installation of equipment or practices required for a property owner to comply with the storm water runoff requirement.

(c) If the storm water runoff requirement results in the county using a person's private property, whether by easement or otherwise taking an interest in the property, the county pays the property owner the fair market value of the property taken for any additional land required beyond the requirements of this paragraph.

(d) A county shall not impose a special assessment or otherwise recover the costs from the property owner for the portion of the costs attributable to the county.

(e) The costs attributable to the county shall only apply to the storm water management practices addressed in this paragraph.

Sec. 2. Section 364.3, Code 2024, is amended by adding the following new subsection:

NEW SUBSECTION. 18. a. For purposes of this subsection:

(1) "*Construction site*" means the same as used in a storm water general permit adopted by rule pursuant to section 455B.103A.

(2) "*Topsoil*" means the same as used in a storm water general permit adopted by rule pursuant to section 455B.103A.

b. A city shall not adopt or enforce an ordinance, motion, resolution, or amendment relating to the preservation, compaction, placement, or depth of topsoil at a construction site that is more restrictive than those requirements provided in the national pollutant discharge elimination system general permit no. 2 as issued by the department of natural resources. A city may develop standards to evaluate topsoil quantities before and after construction and ensure compliance with general permit no. 2. A city may request that the department of natural resources review the soil of a construction site to verify that the national pollutant discharge elimination system general permit no. 2 as issued by the department of natural resources is proper for the construction site.

c. (1) A city may adopt or enforce an ordinance, motion,

resolution, or amendment that regulates storm water runoff at a construction site only to the extent that such regulation for rainfall events having a return frequency ranging from five through one hundred years does not require a post-construction storm water flow rate that is more restrictive than the existing flow rate of a rainfall event having a return frequency of five years, with all such runoff rates based on the actual existing condition of the site at the time the construction commences.

(2) A city may adopt or enforce an ordinance, motion, resolution, or amendment that regulates storm water runoff from upstream properties adjacent to a construction site only to the extent that storm water runoff shall be allowed to pass through downstream storm water basins at the same flow rate as off-site storm water runoff entering the construction site.

(3) A city may impose a storm water runoff requirement that is more restrictive than what is allowed or required by this paragraph at the construction site if the city meets all of the following conditions:


(a) The city pays for all study, design, and engineering costs for implementing the storm water runoff requirement that includes an analysis by a licensed professional engineer of the difference in costs between the requirements of this paragraph and the more restrictive city storm water runoff requirement.

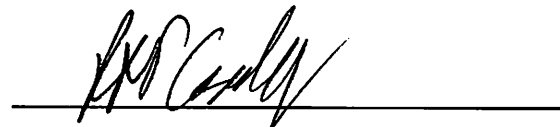
(b) The city pays for the difference of costs between the requirements of this paragraph and the more restrictive requirement imposed by the city for installation of equipment or practices required for a property owner to comply with the storm water runoff requirement.

(c) If the storm water runoff requirement results in the city using a person's private property, whether by easement or otherwise taking an interest in the property, the city pays the property owner the fair market value of the property taken for any additional land required beyond the requirements of this paragraph.

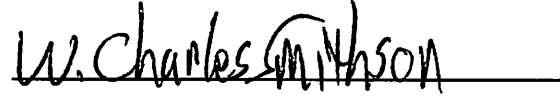
(d) A city shall not impose a special assessment or otherwise recover the costs from the property owner for the portion of the costs attributable to the city.

(e) The costs attributable to the city shall only apply to the storm water management practices addressed in this paragraph.

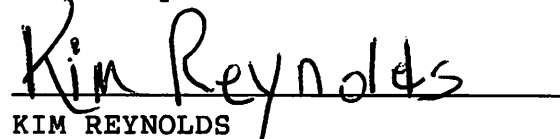

AMY SINCLAIR
President of the Senate


PAT GRASSLEY
Speaker of the House

I hereby certify that this bill originated in the Senate and is known as Senate File 455, Ninetieth General Assembly.


W. CHARLES SMITHSON
Secretary of the Senate

Approved April 10th, 2024


KIM REYNOLDS
Governor

MEETING OF THE COMMITTEE OF THE WHOLE

City Hall, 220 Clay Street

August 19th, 2024

The meeting of the Committee of the Whole met at City Hall at 6:10 p.m. on August 19, 2024, with the following Committee persons in attendance: Mayor Daniel Laudick, Councilmembers Gil Schultz, Chris Latta, Daryl Kruse, Aaron Hawbaker, Dustin Ganfield, Hannah Crisman, and Kelly Dunn. Absent: none. Staff members from various City Departments and members of the community attended in person.

Committee of the Whole:

Mayor Laudick called the meeting to order and introduced the only item on the Committee of the Whole Agenda, Public Transit. Mayor Laudick introduced the General Manager of Metropolitan Transit Authority, David Sturch. Sturch advised that MET is the designated authority in the area to offer transit services; funding is through the FTA, Iowa DOT, and local funds and fares. Sturch provided an overview of services offered, including fixed bus routes in Waterloo and Cedar Falls and paratransit door-to-door services running Monday-Saturday. Sturch provided data on number of riders from 2019-2023 and indicated although a significant decrease occurred during the pandemic, ridership has been slowly increasing. Sturch provided data on current rides per hour and spoke about a plan to revise Route 9 to better service the industrial park and possibly even the new high school. MET will work with the City to move forward on any route changes. Sturch indicated a goal to adjust Route 9 to an “out and back” route style rather than a loop. Sturch also went through elements of a Transit Study MET is working to conclude, which indicated positive impact for the community; recommended research into lower/zero emission vehicles and potential federal funding; identified location/need for bus stop amenities; current and potential tracking software; consideration of demand response ride systems, carpooling and ridesharing to route stops; college ride services to University of Northern Iowa and Hawkeye Community College and reduced student rates during the summer. Sturch indicated challenges for MET which include: increased cost for bus replacement; fixed route service requests for expanded route coverage and hours; charter regulations; and low driver workforce. Councilmembers and General Manager Sturch discussed: local, state, federal, and other funding sources; bus sizes for current fleet and future including lower emission vehicles; paratransit services and who can/how to qualify; future advertising plans; upcoming increased ridership; and interest to spend more to provide a better quality service.

Meeting adjourned at 6:51 p.m.

Minutes by Jennifer Coon, Administrative Assistant

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Monday, August 26, 2024 9:02 AM
To: Danny Laudick <Danny.Laudick@cedarfalls.com>
Subject: [EXTERNAL] Online Form Submittal: Email Danny Laudick

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

The following form was submitted via your website: Email Danny Laudick

First Name: Julie

Last Name: Etheredge

Contact Phone Number:

Subject: Historic Preservation Commission Resignation

Email Body: Danny, due to my families ongoing health issues I am resigning my spot on the Historic Preservation Commission. It has been a pleasure to serve all these years.

Thanks

Julie Etheredge

Additional Information:

Form submitted on: 8/26/2024 9:02:28 AM



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

TO: City Council

FROM: Mayor Danny Laudick

DATE: September 3, 2024

SUBJECT: Planning and Zoning Commission – Member Appointment

REF: (a) Code of Ordinances, City of Cedar Falls §18-19: Planning and Zoning Commission

1. In accordance with the candidacy and qualification requirements of reference (a), I hereby nominate the following citizen for appointment to the Planning and Zoning Commission:
 - Maggie Watkins, term ends 11/1/2027
2. Please contact me with any questions you may have about these reappointments.

Encl: Applications and Candidate Questionnaires for Maggie Watkins

xc: City Administrator
Stephanie Houk Sheetz, Director of Community Development
Karen Howard, Planning & Community Services Manager
David Hartley, Planning and Zoning Commission Chair

###

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 * Maggie **MI** D **Last Name *** Watkins

Home Address: *

Home Phone: *

Format ###-###-####

Work Address:

Work Phone

Format ###-###-####

E-mail *

Cell Phone

Format ###-###-####

Employer

INVISION Architecture

Position/Occupation

Senior Associate

Length of Residency:

If Cedar Falls resident
2 years

City Ward

4

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 checked="" type="checkbox"/> Planning & Zoning Commission |
| <input type="checkbox"/> Board of Electric Examiners & Appeals | <input 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).

The past 6 years I have led an afterschool Girls in STEM program at Hoover Middle School through the Society of Women Engineers. This fall we are looking to expand to Orange and Lou Henry Elementary. I also have been part of the outreach committee and ISU student mentorship program for Iowa Women in Architecture since 2015. I had been a Big Sister with Big Brothers Big Sisters from 2014 until they lost funding in 2020. I graduated from the Cedar Valley Leadership Institute in 2019. When I first moved here after college in 2013 I was involved in Main Street Waterloo with its Design Council along with the Cedar Valley Jaycees. I have volunteered with Iowa Irishfest every year for the past 10 years and lived in downtown Waterloo for 8 years before moving to Cedar Falls in 2022.

Qualifications: *

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

I have lived in the Cedar Valley for over a decade and been a licensed architect in the state of Iowa for 6 years. I also am a WELL accredited professional which is a certification that denotes expertise and commitment for the built environment with a focus on the health and well-being of the building occupants themselves. I am passionate about STEM careers, especially for young women which is why I volunteer at the local middle school. I believe you need to understand your community in order to design for it and in thinking the future that involves our children, education, and the local organizations such as the P&Z that keep us on track.

Motivation:*

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

Since purchasing a home in Cedar Falls 2 years ago I have been wanting to become a more active member in the CF community. I choose to remain in Iowa as an architect because the beautiful rural landscape needs careful consideration of its land use. A wise professor once told me that less than 1% of the population has the opportunity to interact with an architect. We have the incredible job of imagining what can be done with any given space. We have the chance to alter the human experience with the built environment. I think the Planning & Zoning Commission is an extension of that - the rules and regulations can and should be ever changing with different circumstances. The number of people that interact and are effected by the government is much greater, and I think I could bring that perspective to the table. I enjoy the process and like to why and why not.

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 work for INVISION Architecture, who does a lot of projects in the Cedar Valley. Most of the work I personally do is healthcare architecture, typically for UnityPoint Health and Clinics, Allen Hospital, and many surrounding UPH affiliates. I have done projects with UNI and SingleSpeed Brewing, but I don't anticipate any of this being an issue - if I need to abstain from decisions involving my firm I understand that is what is just and fair.



PLANNING & ZONING COMMISSION CANDIDATE QUESTIONNAIRE

Item 8.

Name: Maggie Watkins

Date: 8/2/2024

Can you regularly attend commission meetings on the 2nd and 4th Wednesdays of the month at 5:30pm? Yes No

1. **Why are you interested in serving on the Planning and Zoning Commission?**

As an architect we have the incredible job of imagining what can be done with any given space. We have the chance to alter the human experience with the built environment. I think the Planning & Zoning Commission is an extension of that - the rules and regulations can and should be ever changing with different circumstances. Planning provides a greater opportunity to help the community while painting a larger picture and I can bring that perspective and vision to the table.

2. **What do you believe is the purpose and value of the Planning and Zoning Commission?**

I think the purpose of P&Z is to review and update governing land regulations to empower individuals and organizations to shape the landscape for what is best for the future of the community. P&Z does a careful review of sites, roads, and developments while engaging in long-term planning. I would be grateful to be a part of it.

3. **What is the city's appropriate role in community growth, as it relates to planning and zoning?**

I believe the City's role is to uphold the set standards and quality of development while protecting the health and safety of our community. I think the City needs to recognize that our community is ever changing; sometimes planning and zoning needs to change with it, and sometimes it may not. The City needs to be forward thinking and aware of the bigger picture while not standing in the way of growth.

4. **Staff is charged with using the ordinances and their professional experience to evaluate proposals on the factors set forth in City ordinances and adopted plans. Describe your experience reviewing reports, developing analytical questions, and respectfully discussing that in a meeting. How would you be part of that dialogue?**

I understand the practical application of local and national codes, guidelines, ordinances, and laws to solve problems. I am trained in my career to listen to what is in front of me while researching best practices and asking lots of questions. Dialogue is the best and first step to comprehension and guidance. One has to weigh the wants/needs of a person or organization while understanding what may be best with infrastructure and spacial requisites.

5. **What resources and activities would you use to be an informed Planning and Zoning Commissioner?**

I plan to take an active role as a Commissioner, taking the time to visit sites as needed, research background information, and ask questions ahead of meetings. I also believe in building relationships with City staff to be the best advocate for the community.

6. **Please list your organizational and relational connections which might pose potentials conflict of interest for items under consideration by the Planning and Zoning Commission.**

I work for INVISION Architecture, who does a lot of projects in the Cedar Valley. Most of the work I personally do is healthcare architecture, however I do have project experience with local organizations such as SingleSpeed Brewing and UNI. I don't anticipate any of this being an issue. I will abstain when appropriate to avoid any potential conflicts of interest.

CIVIL SERVICE COMMISSION
City of Cedar Falls
CEDAR FALLS, IOWA

August 28, 2024


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

Mayor Laudick and City Council Members:

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

Rank	Name	Combined Averaged Score	Veteran's Preference Points	Total Points With Preference
1	John Lichty	306		306
2	Hunter Seiffert	284		284

Respectfully Submitted,


Paul Lee, Commission Chairperson

Crystal Ford, Commissioner


Cathy Showalter, Commissioner

Orig: Kim Kerr, City Clerk

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

CIVIL SERVICE COMMISSION
City of Cedar Falls
CEDAR FALLS, IOWA

August 28, 2024

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

Mayor Laudick and City Council Members:

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

Rank	Name	Combined Averaged Score	Veteran's Preference Points	Total Points With Preference
1	Parker Kerns	476		476
2	Aaron Phelps	457		457
3	Maria Perez Gonzalez	436		436
4	Torrance Bond	403		403
5	Charles Armstrong	395		395

Respectfully Submitted,


Paul Lee, Commission Chairperson

Crystal Ford, Commissioner


Cathy Showalter, Commissioner

Orig: Kim Kerr, City Clerk

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



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



MEMORANDUM

To: Honorable Mayor Laudick and Cedar Falls City Council

CC: Craig Berte, Public Safety Director

From: Chief John Zolondek

Date: 8/27/24

Re: Lost Woods Music Festival Fireworks Show

Crossroads Fireworks has contacted Cedar Falls Fire Rescue requesting a permit to provide fireworks display on Saturday September 28th, 2024, at approximately 11:30pm in the area of Hwy 218 and Lone Tree Road. This fireworks permit is for a display for the Lost Woods Music Festival.

I have received the application materials and spoke with Crossroads Fireworks and the following has been agreed to and will abide by:

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

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

CITY OF CEDAR FALLS, IOWA
PUBLIC SAFETY – FIRE RESCUE DIVISION



220 Clay Street
Cedar Falls, Iowa 50613
Phone: 319-273-8690



Fireworks Display Permit Application
Shall Be Submitted 30 Days Prior to Event

PARCEL INFORMATION:

Address of Property	NA – north side of Lone Tree Rd between US218 & railroad tracks
Property Owner	Gas Guys LLC
Principal Use of Property	Music festival (undeveloped land)

DISPLAY INFORMATION:

Date of Display	September 28, 2024
Hours of Display	Approximately 11:30 pm

PERSON/ OPERATOR RESPONSIBLE FOR DISCHARGE OF FIREWORKS:

Business Name	Crossroads Fireworks
Operator's Name	Justin Bartlett
Operator Phone #	
Mailing Address	
City/State/Zip	Cedar Falls, IA 50613

APPLICANT INFORMATION:

Applicant Name/Title	Grand Investments LLC
Operator	Justin Bartlett
Mailing Address	
City/State/Zip	Cedar Falls, IA 50613
Phone/Email	

Applicant's Signature

Date

	8/26/2024
--	-----------

The signature of the applicant attests that the above information is correct. This permit is issued with the understanding that the applicant will comply with all existing State and City laws, prior to the approval of this permit. Approval subject to compliance with regulations, and the permit fee, plus a site plan along with the applicable site-plan.

FOR DEPARTMENT USE ONLY:

Application Received Date

Plan Review Approval Date

8-27-24	
----------------	--

Permit fee/Application Fee

✓	New Display Location	\$150.00
	Repeat Display Location, (Display Cost = \$1 - \$1000)	\$50.00
	Repeat Display Location, (Display Cost = \$1000 or greater)	\$75.00
✓	Fire Department Standby Fee	\$200.00

✓	Site Plan & Shell Size Submitted
✓	Operators State and Federal License
✓	Proof of Insurance of owner or operator of fireworks display
	Council Approval
✓	On-Duty Shift Notification

Authorized Official Signature

Date

	8-27-24
---	----------------

Printed Name

JOHN ZOLANDER

FIREWORKS DISPLAY PERMIT REQUIREMENTS

Items required for a Fireworks Display Permit include:

1. Site Plan: Permit applications for outdoor fireworks displays must include a diagram of the location at which the fireworks display will be conducted indication measurements from the Spectator area;

(See attached site plan)

1.2. Location of building(s);

1.3. Location of parking lot(s);

1.4. Roadway(s); and

1.5. Overhead obstructions (such as tree lines) and utilities.

2. Firework grading; Provide a listing of fireworks that are to be shot. The manufacture information regarding the grade of the firework must be included. – **All fireworks being shot are 1.4G consumer fireworks from our retail store. We will not shoot ANY 1.3G fireworks. We do not have ATF licensing for 1.3G fireworks; no**

federal licensing is required to shoot 1.4G fireworks. Our shoot coordinator will have "shooter safety" training.

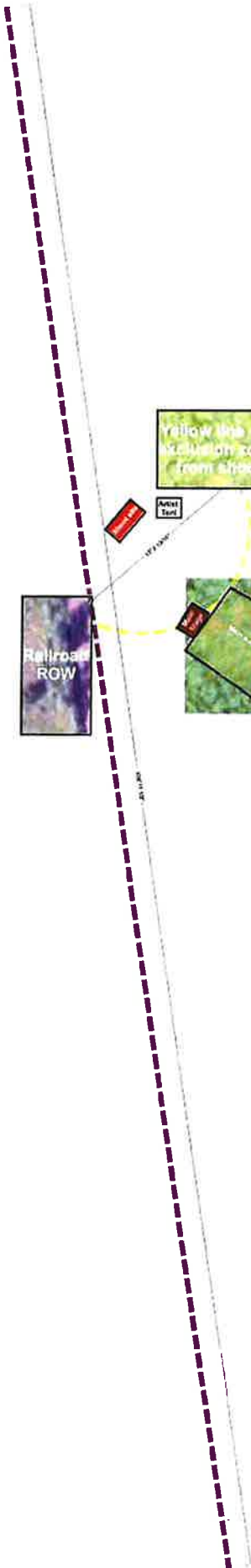
3. Insurance: Proof or certificate of insurance of owner of site or of operator for fireworks display.

See separate forwarded email re insurance; our insurer is willing to cover and we will add the coverage on approval from the city.

4. Operator's state and Federal license

Federal license not applicable for 1.3G-only fireworks shows. Our show lead will have shooter safety training.

541 FT



yellow line - public exclusion zone 100' from school site

AVAIL TEST

Railroad ROW

Public Parking

Public Parking

677 FT

HWY 218

LONE TREE ROAD

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies Insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:

Any person or organization with whom the insured has agreed to waive rights of recovery, provided such agreement is made in writing and prior to the loss.

Additional Premium is Included

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

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

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to this endorsement, **SECTION II—WHO IS AN INSURED** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract, written agreement or written permit which must be:

- a. Currently in effect or becoming effective during the term of the policy; and
- b. Executed prior to the "bodily injury," "property damage," or "personal and advertising injury."

The insurance provided to these additional insureds is limited as follows:

1. That person or organization is an additional insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

2. With respect to the insurance afforded to these additional insureds, the following exclusions are added to item 2. **Exclusions of SECTION I—COVERAGES:**

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" occurring after:

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

3. The limits of insurance applicable to the additional insured are those specified in the written contract, written agreement or written permit or in the Declarations for this policy, whichever is less. These limits of insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations for this policy.
4. Coverage is not provided for "bodily injury," "property damage," or "personal and advertising injury" arising out of the sole negligence of the additional insured.
5. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:

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- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - b. Supervisory, inspection, architectural or engineering activities.
6. Any coverage provided hereunder will be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a

written contract specifically requires that this insurance be primary.

When this insurance is excess, we will have no duty under **SECTION I—COVERAGES** to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

AUTHORIZED REPRESENTATIVE _____ DATE _____

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Lost Woods Festival Product List

Firework Name	Max shell size
200 Foot Palm	1"
All That Glitters	2"
Alpha King	2.25"
American Summer	1"
Artistic Pyro 45's	1"
Asteroid Warning	1"
Astro trip	1"
Beast Candle 666-shot	.5"
BROCADE CROWN WATERFALL 30s	1"
BROCADE CROWN WATERFALL MINI	1"
BRUTE FORCE 16 SHOT	1"
CYBER CANDLE 140 SHOT	.5"
Disturbed 25-shot	1"
Double Barrel	2"
DOUBLE DOWN 18 SHOT	1"
Dragon Throne	1"
Fancy Freedom	1"
FIGHT NIGHT 12 SHOT	1"
fractured	2"
GOLDEN GOOSE 16 SHOT	1"
Gorilla Warfare	1"
HOUSE PARTY 42 SHOT 2x breakout	.5"
INFRACTION 54 SHOT	1"
INSURGENT UPRISING 38 SHOT	1"
KING COBRA 16 SHOT	1"
Life of the Party	2.25"
Lost Temple	1"
Loud and Nasty	1"
MINOR INFRACTION 25 SHOT	1"
Mother Of All Bombs 9's	2.25"
Mythical Creature	1"
Neon Predator XL	1.75"
Predator XL	1.75"
Pulse Pounder 50'S	.5"
SHREDDER	1"
Spiral Vortex	1"
STAR STRUCK 17 SHOT	1"

TASTE THE RAINBOW 25 SHOT	1"
Time To Shine 20 Shots	1"
TWIST OF FATE 30 SHOT	1"
VEGAS BOMB 38 SHOT	1"
VELVET FOG 30 SHOT	1"
VOODOO	2"
Voodoo Rain	1"
WILD CHILD 80 SHOT	1"
Wormburner	1"
Xtreme FX 9-shot	2"


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: August 26, 2024
Re: Retail Alcohol License Applications

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

Name of Applicants:

- a) Aldi Inc., 315 Brandilynn Boulevard, Class B retail alcohol - renewal.
- b) Escapology Cedar Falls, 2518 Melrose Drive, Special Class C retail alcohol - renewal.
- c) Blue Room, 201 Main Street, Class C retail alcohol - renewal.
- d) Hilton Garden Inn, 7213 Nordic Drive, Class C retail alcohol & outdoor service - renewal.
- e) Holiday Inn & Suites Hotel/Event Center, 7400 Hudson Road, Class C retail alcohol & outdoor service - renewal.
- f) The Brass Tap, 419 & 421 Main Street, Class C retail alcohol & outdoor service - renewal.
- g) The Landmark, 107 Main Street, Class C retail alcohol & outdoor service - renewal.
- h) The Pump Haus Pub & Grill, 311 Main Street, Class C retail alcohol & outdoor service - renewal.
- i) Wilbo, 118 Main Street, Class C retail alcohol & outdoor service - renewal.
- j) Aldi Inc., 315 Brandilynn Boulevard, Class B retail alcohol - change in ownership.
- k) Jorgensen Plaza (Table 1912, Diamond Event Center and Gilmore's Pub), 5307 Caraway Lane, Class C retail alcohol & outdoor service - temporary expansion of outdoor service area. (October 3, 2024)
- l) The Horny Toad American Bar & Grille, 202 - 204 Main Street, Class C retail alcohol - temporary outdoor service. (September 21, 2024)



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM

TO: Mayor Laudick & City Council Members
FROM: Jennifer Rodenbeck, Director of Finance & Business Operations
DATE: August 26, 2024
SUBJECT: FYE June 30, 2024

City finance staff has been working on closing out the general ledger for the fiscal year ended June 30, 2024. As part of that process, we have looked at the total revenues and the total expenditures for the General Fund. We were fortunate in FY24 to have some revenues that exceeded budgeted amounts. This included interest income and the “backfill 2.0”, which was new for FY24. In addition, we had areas that expenditures were less than budgeted amounts. The significant areas included engineering, parks, and public safety. These under expenditures were primarily driven by staff turnover and staff vacancies. The result was an excess in the General Fund of approximately \$1.6 million.

A major concern continues to be the fund balance in the City’s self-insured health insurance fund. Unfortunately, this past year the City has a loss in this fund of about \$1.7 million due to large claims, increased claim costs, and consistent premium rates. Staff is recommending transferring \$700,000 to the health insurance fund to offset this current loss and keep strong reserves in the health insurance fund. This would be in accordance with council short-term financial policies #16 and #20. It should be noted that we do not expect such a large loss in FY25 since more premium contributions by both the City and employees were budgeted for FY25 and the City switched to a new POS plan for health insurance coverage, which we anticipate lowering our claim costs.

The Council already designated through the CIP process, to transfer General Fund Savings (GFS) to certain projects. The main project would be the High School Pool, so staff is recommending transferring \$700,000 of the FY24 excess to capital projects to go towards this project. The remaining excess for FY24 in the amount of \$200,000 would then remain in the General Fund to have a reserve balance of approximately 20% which is in accordance with council short-term financial policy C.1.

As a note, the “normal backfill” amount received by the city in the amount of \$437,129 has already been transferred to capital projects in accordance with the FY24 budget approved. Therefore, this amount is not included in the excess noted above. Also, not included in the excess above is the \$100,000 of FY24 savings that is being held in reserve to use in the FY25 budget in accordance with the property tax cuts approved by Council during the FY25 budget process.

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

RESOLUTION APPROVING AND AUTHORIZING THE TRANSFER OF FUNDS FROM THE GENERAL FUND TO THE HEALTH INSURANCE FUND AND CAPITAL PROJECTS FUND RELATIVE TO THE FISCAL YEAR ENDED JUNE 30, 2024.

WHEREAS, each year the city staff compiles the total revenues received by the General Fund and the total expenditures of the General Fund to determine the balance in the General Fund at year end; and

WHEREAS, the City Council wants to ensure that the City maintain a viable health insurance benefits program; and

WHEREAS, the City Council through its financial policies has identified using General Funds Savings for certain capital projects listed on the Capital Improvements Program (CIP); and

WHEREAS, to meet these goals outlined by City Council, \$700,000.00 will be transferred to the Health Insurance Fund to help offset losses in the City’s reserves and \$700,000.00 will be transferred to the Capital Project Fund for the high school pool project as identified in the Capital Improvements Program (CIP) with GFS (General Fund Savings); and

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

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that said transfers from the General Fund to the Health Insurance Fund and Capital Projects Fund of the City of Cedar Falls, Iowa, are hereby approved and authorized.

ADOPTED this 3rd day of September, 2024

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC City Clerk



ADMINISTRATION

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

MEMORANDUM

TO: Mayor Laudick and City Council

FROM: Shane Graham, Economic Development Coordinator

DATE: August 23, 2024

SUBJECT: Approval of Demolition Contract for the Industrial Park Property Demolitions Project, Project No. DM-427-3333

Within the past 1-2 years the City has acquired several properties adjacent to the West Viking Road Industrial Park as the City prepares for the future growth of the industrial park. Those properties include 2603 S. Union Road (2.35 acres), 2617 S. Union Road (2.50 acres), and 6512 W. Ridgeway Avenue (76 acres). Before the City can incorporate these properties into the industrial park, we must first remove the houses and outbuildings that exist on each of the properties.

Before the City can demolish the structures, asbestos testing and abatement must occur first. Asbestos containing materials were found on all three properties, of which those materials have recently been removed from the properties, so the structures are now ready to be removed from the properties.

With that, quotes were requested from companies for the removal of the structures from all three properties. Three quotes were received:

Company	Bid Price
Benton's Sand & Gravel	\$123,581.25
Lehman Trucking & Excavating	\$149,194
Vieth Construction Corp.	\$260,095

The 3 properties that are to have structures removed are as follows:

1. 2603 S. Union Road
2. 2617 S. Union Road
3. 6512 W. Ridgeway Avenue

Staff recommends approving and executing the contract with Benton's Sand & Gravel, for the demolition of the structures at the above three properties. This work will be completed by the contractor after approval and issuance of a Notice to Proceed by the City.

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

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

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

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

1.0. Contractor's Services

1.1. Contractor's services shall consist only of the those services and/or products provided or supplied by Contractor as defined in this Agreement and as listed on 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. City shall pay Contractor in accordance with the payment terms set forth in Exhibit "B". The maximum amount of all payments for Services shall be the amount set forth in Exhibit "B", unless additional Services are agreed upon as set forth in Section 1.2, in which case the maximum amount of all payments shall be adjusted accordingly.

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

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

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

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

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

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

3.0. Taxes.

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

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

4.0. Ownership and Use of Documents

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

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

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

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

5.0. Term and Termination.

5.1. The term of this Agreement shall commence on the effective date and end on December 31, 2022 unless earlier terminated under the terms of this Agreement.

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

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

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

6.0. Warranties.

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

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

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

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

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

7.0. Warranties – Intellectual Property.

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

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

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

8.0. Disputes.

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

8.2. Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Agreement that are not affected by the dispute and the City shall continue to make payment for all Services that are performed in conformance with this Agreement. Should the Contractor fail to

continue to perform its responsibilities regarding all non-disputed Services, without delay, any additional costs incurred by the City or the Contractor as a result of such failure to proceed shall be borne by the Contractor.

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

9.0. Indemnification and Hold Harmless.

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

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

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

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

10.0. Insurance.

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

The City may at any time during the term of this Agreement require proof of such insurance.

11.0. Compliance with Laws and Regulations.

11.1. Contractor certifies that in performing this Agreement it will comply with all applicable provisions of federal, state and local laws, ordinances, rules, licenses and regulations and shall make reasonable efforts to ensure that its employees, agents, subcontractors and others working on behalf of the Contractor under this Agreement do the same.

11.2. Contractor is responsible for determining which products are considered to be hazardous chemicals under applicable standards and to provide the most current Safety Data Sheet ("SDS") with the initial shipment of such chemicals. Failure by Contractor to do so may be considered by the City to be delivery of a defective product and its delivery may be refused. It is also the Contractor's responsibility to provide to the City any updated or revised SDS as it becomes available for any such hazardous chemicals sold and delivered to the City.

12.0. Independent Contractor.

Both parties shall act in their individual capacities in the performance of this Agreement and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other for any purpose whatsoever.

13.0. Non-Collusion.

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

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

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

14.0. Nondiscrimination and Equal Opportunity.

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

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

15.0. No Conflict of Interest.

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

16.0. Force Majeure.

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

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

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

17.0. Assignment.

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

18.0. Governing Law.

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

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

19.0. Discrepancy.

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

20.0 Public Record.

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

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

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

21.0. Debarment.

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

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

22.0 Confidentiality of Shared Information.

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

23.0. Entire Agreement.

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

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

24.0. Additional Terms.

25.0. Notices.

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

City:

Name: Shane Graham

Title: Economic Development Coordinator

Address: 220 Clay Street
Cedar Falls, IA 50613

Telephone: 319-268-5160

Email: Shane.graham@cedarfalls.com

Contractor: Bentons Sand & Gravel Inc

Name: Nic Gronowski

Title: Operations Manager

Address: 905 Center St.
Cedar Falls, IA, 50613

Telephone: 319-266-2621

Email: ngronowski.bs@gmail.com

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

CONTRACTOR: Benton's Sand & Gravel
(name of company or contractor)

By: *[Signature]*

Its: Operations Manager

Date: 8/20/2024

CITY OF CEDAR FALLS, IOWA

By: _____

Daniel Laudick, Mayor

Attest: _____

Kim Kerr, CMC, City Clerk

Date: _____

Exhibit A: Scope of Services

Demolition of Building Structures

The properties at 2603 S. Union Road, 2617 S. Union Road, and 6512 W. Ridgeway Avenue have recently been acquired by the City of Cedar Falls to make room for the future growth of the Cedar Falls Industrial Park. All of the structures on these properties need to be demolished and removed as part of that expansion project.

The City's contact person for this project is Shane Graham at 319-268-5160. The contractor shall meet all insurance requirements outlined in Exhibit C.

The properties have been tested for asbestos containing material, with two of the properties having all asbestos containing materials abated. The property at 2617 S. Union Road has asbestos containing material within the sealant of the foundation, and the asbestos abatement contractor would like to coordinate with the demolition contractor to have the house removed from the foundation first before they abate the materials from the foundation. The City will help coordinate the contact between the asbestos removal contractor and demolition contractor prior to beginning demolition.

Work shall include the removal of all structures/pavement/trees/brush/boulders/fencing, etc. on each property as outlined in Exhibits A-1, A-2, and A-3. This includes coordinating with CFU and other utility companies to remove all utilities.

The contractor will be responsible for establishing new grass over all disturbed areas on each site. This shall be done by hydraulic seeding (Type 1 mixture) in conformance with SUDAS Standard Specifications Section 9010-1.08-B. This will include an on-site visit with a city representative 30-days after seeding to determine if the grass is established and/or if certain areas need to be reseeded. Areas will be reseeded by the contractor at the City's discretion and at the contractor's expense.

The contractor will be responsible for providing temporary erosion control (filter socks or silt fence) around the perimeters of each demolition site throughout the demolition and until new grass is established.

Any foundations removed shall be filled with backfill material and compacted.

All work shall be completed no later than December 31, 2024. All permitting for such work will be the responsibility of the contractor.

All work shall be completed within the City property as shown. Work outside of these areas will be at the sole risk and liability of the contractor.

All debris shall be disposed of at the Black Hawk County Landfill at the contractors expense. The Generator, Contractor, Transporter, and/or any other party associated with the demolition and contents of said properties shall be listed on the Waste

Shipment Record and delivery of said property contents to the landfill for disposal shall comply with all applicable Local, State, Federal, Department of Transportation (State and Federal), and Black Hawk County Landfill rules, regulations, and laws. Questions regarding the Black Hawk County Landfill rules, regulations, and laws may be directed to the Landfill Administrator, John Foster, at phone number 319-234-8115.

Exhibit B: Payment Terms

Structure Demo	Price
2603 S. Union Road Property	\$34,001.00
2617 S. Union Road Property	\$21,771.00
6512 W. Ridgeway Avenue Property	\$44,409.25
Temporary Perimeter Erosion Control (all 3 sites)	\$2,500.00
Seeding (all 3 sites)	\$20,900.00
Total: 123,581.25	\$123,581.25



ADDITIONAL REMARKS SCHEDULE

AGENCY TrueNorth Insurance, LC		NAMED INSURED Benton's Sand & Gravel, Inc. 905 Center Street Cedar Falls IA 50613	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

30 day notice of Cancellation provisions apply to certificate holder on General Liability, Auto, Umbrella & Workers Compensation (except 10 days for nonpayment).



W. Viking Rd

Venture Way

Cedar Falls Industrial Park

Capital Way

Innovation Dr

S. Union Rd

2603 S. Union Rd

Technology Pkwy

2617 S. Union Rd

6512 W. Ridgeway Ave

W. Ridgeway Ave





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: August 26, 2024
SUBJECT: Assignment and Assumption Agreement: CV Commercial, LLC

On July 19, 2021 the City and CV Commercial, LLC entered into an Agreement for Private Development pertaining to a new mixed-use development at 2119 College Street. This agreement was approved under the standard terms and conditions for projects that are located within the College Hill Urban Renewal Area. On February 19 2024, an Amended and Restated Agreement for Private Development was approved by City Council in order to update the completion date of the project and to update the projected construction cost and maximum tax rebate amount. Part of the standard terms and conditions of the Agreement prohibits the sale of property and assignment of the Agreement without the written approval of the City of Cedar Falls. This language is included to allow the City to review these proposed ownership transfers and ensure compliance with the terms of the Agreement.

The City recently received a request from CV Commercial, LLC to transfer the ownership of the property to CV Commercial 4, LLC. Both of the entities involve the same owner, and it was indicated that they are in the process of financing the project and the lender would like to have the ownership entity under a separate name.

The attached Assignment and Assumption Agreement has been reviewed and approved by all parties. The obligations pertaining to building and development will remain, and the new ownership group (CV Commercial 4, LLC) will assume any and all ongoing obligations applicable within the Amended and Restated Agreement for Private Development.

Staff recommends that City Council approve and adopt the following:

1. Resolution approving assignment of Agreement for Private Development and conveyance of development property by CV Commercial, LLC to CV Commercial 4, LLC.

If you have any questions pertaining to this project, please let me know.

xc: Ron Gaines, PE, City Administrator

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2024, by and between CV Commercial, LLC a/k/a CV Commercial, L.L.C. (“CV”), and CV Commercial 4, LLC (“CV4”).

RECITALS

- A.** CV, as of the date hereof, owns the real estate located at 2119 College St., Cedar Falls, Iowa, and more particularly described on attached Exhibit “A” (“Premises”).
- B.** CV entered into a Agreement for Private Development with the City of Cedar Falls, Iowa (“City”) dated July 19, 2021, a Memorandum of which was recorded as Document No. 2022-03391, in the office of the Black Hawk County Recorder, and amended by an Amended and Restated Agreement for Private Development which a Memorandum of which was recorded as Document No. 2024-10427, in the office of the Black Hawk County Recorder (collectively “Development Agreement”).
- C.** CV possesses all right, title and interest in and to the Development Agreement, and desires to sell, assign, and transfer Development Agreement to CV4, and CV4 desires to accept said sale, assignment, and transfer upon the terms and conditions hereinafter set forth and agrees to assume all of the obligations of CV under the Development Agreement.

TERMS

NOW, THEREFORE, in consideration of the promises and of the mutual covenants, contained herein, and for One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. **Assignment.** CV hereby sells, assigns and transfers to CV4 all of CV’s right, title, and interest in and to Development Agreement. The foregoing sale, assignment and transfer is made without any recourse to CV by CV4, except that CV4 shall have recourse against CV for any breach of its agreements set forth herein, or for any damages CV4 incurs as a result of the inaccuracy of CV’s representations contained herein.
2. **Defaults.** CV represents and warrants to CV4 that there are no defaults (or events that with the giving of notice, the passage of time, or both, would constitute a default) under Development Agreement, and that CV has not received any notices of default from the City under Development Agreement.
3. **Acceptance, Assumption and Indemnification.** CV4 hereby accepts the foregoing sale, assignment and transfer, and hereby assumes and promises to fully and completely perform all covenant, stipulations, agreements and obligations of CV under the Development Agreement, and further agrees to be subject to all conditions and restrictions to which CV is subject under the Development Agreement, arising or accruing on and after closing in the same manner as if CV4 were the original Company thereunder, and CV shall be responsible for the period prior thereto.

CV shall indemnify and hold CV4 harmless from any and all claims, demands, actions, causes of actions, suits, proceedings, damages, liabilities and costs of every nature whatsoever which relate to Development Agreement arising prior to closing. CV4 shall indemnify and hold CV harmless from any and all claims, demands, actions, causes of action, proceedings, damages, liabilities, and costs of every nature whatsoever which relate to Development Agreement arising on or after closing.

4. Representations. CV hereby makes the following representations and warranties to CV4:
 - A. The Development Agreement is not amended or modified in any manner.
 - B. The Development Agreement is in full force and effect, and CV has full right and power to assign Development Agreement to CV4.
 - C. There is no other assignment (collateral or absolute) of CV's right, title, or interest in Development Agreement. CV is the sole and lawful owner and holder of Development Agreement.
 - D. CV's interest in Development Agreement are unencumbered.
5. Instruments and Documents involving the Transfer. CV and CV4 agree to furnish the City with a true and correct copy of all executed documents and instruments involving the transfer of the premises promptly upon completion of closing of said conveyance.
6. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the successors, heirs, and assigns of the parties. The parties shall execute and deliver such further and additional instruments, agreements and other documents as may be necessary to evidence or carry out the provisions of this Agreement.
7. Entire Agreement. This Agreement supersedes all agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements between the parties.
8. Notices. All notices or other documents under this Agreement shall be in writing and delivered personally or mailed by certified mail, postage prepaid, addressed to the parties at their last known addresses. In the alternative, fax notices, to the last known fax number of the parties shall be deemed sufficient.
9. Nonwaiver. No delay of failure by either party exercise any right under this Agreement, and no partial or single exercise of any right under this Agreement shall constitute a waiver of that or any other right, unless expressly provided herein.
10. Governing Law. This Agreement shall be construed in accordance with an governed by the laws of the State of Iowa, without regard to its conflict of law rules. The place for enforcement of this Agreement, the Development Agreement, and of the Guarantees shall be the Iowa District Court for Black Hawk County, and all parties hereby submit to the jurisdiction of the Courts of that County.
11. Attorneys' Fees. The prevailing party in any legal action brought to enforce this Agreement shall be entitled to reasonable attorney fees and costs.

12. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Fax signatures shall be deemed to have the same effect as originals.

CV Commercial, LLC

CV Commercial 4, LLC





By: Brent Dahlstrom
Its: Manager

By: Brent Dahlstrom
Its: Manager

Consent to the above:

City of Cedar Falls, Iowa

By: Danny Laudick
Its: Mayor

Attest:

By: Kim Kerr
Its: City Clerk

State of Iowa)
County of Black Hawk)ss

This record was acknowledged before me on this 27 day of August, 2024, by Brent Dahlstrom, as Manager of CV Commercial, LLC.





State of Iowa)
County of Black Hawk)ss

This record was acknowledged before me on this 27 day of August, 2024, by Brent Dahlstrom, as Manager of CV Commercial 4, LLC.

Jill Kraayenbrink



State of Iowa)
County of Black Hawk)ss

This record was acknowledged before me on this ___ day of _____, 2024, by Danny
Laudick and Kim Kerr, as Mayor and City Clerk, respectively of the City of Cedar Falls, Iowa.

EXHIBIT A

Lot No. 44, and the North 58.5 feet of the East 150 feet of lot No. 45, and the West 81 feet of Lot No. 45, all in Auditor Rainbow's Plat Number 3, in the City of Cedar Falls, Black Hawk County, Iowa.

Parcels 8914-14-428-012, 8914-14-428-014, and 8914-14-428-015

Prepared by: Shane Graham, Economic Development Coordinator, 220 Clay Street, Cedar Falls, Iowa 50613 (319) 273-8600

RESOLUTION NO. _____

RESOLUTION APPROVING ASSIGNMENT OF AGREEMENT FOR PRIVATE DEVELOPMENT AND CONVEYANCE OF DEVELOPMENT PROPERTY BY CV COMMERCIAL, LLC, TO CV COMMERCIAL 4, LLC, PURSUANT TO THE TERMS OF THE AGREEMENT FOR PRIVATE DEVELOPMENT BY AND BETWEEN THE CITY OF CEDAR FALLS, IOWA, AND CV COMMERCIAL, LLC

WHEREAS, CV Commercial, LLC and the City of Cedar Falls, Iowa, entered into that certain Agreement for Private Development dated July 19, 2021, as amended and restated in its entirety by that certain Amended and Restated Agreement for Private Development, dated as of February 19, 2024 (the “Agreement for Private Development”), regarding the development of the following described real estate, to-wit:

Lot No. 44, and the North 58.5 feet of the East 150 feet of Lot No. 45, and the West 81 feet of Lot No. 45, all in Auditor Rainbow’s Plat Number 3, in the City of Cedar Falls, Black Hawk County, Iowa

(the “Development Property”); and

WHEREAS, CV Commercial, LLC proposes to assign the Agreement for Private Development and transfer and convey the Development Property to CV Commercial 4, LLC, an Iowa limited liability company; and

WHEREAS, the Agreement for Private Development requires the approval and consent of the City of Cedar Falls to such assignment and transfer; and

WHEREAS, the City Council of the City of Cedar Falls has been presented with a proposed Assignment and Assumption Agreement, pursuant to which CV Commercial, LLC proposes to assign the Agreement for Private Development and transfer the Development Property to CV Commercial 4, LLC, and CV Commercial 4, LLC, agrees to assume the obligations of CV Commercial, LLC under the Agreement for Private Development, and agrees to perform all duties and obligations thereunder; and

WHEREAS, the City Council of the City of Cedar Falls, Iowa, deems it to be in the best interests of the City of Cedar Falls, Iowa, to consent to the assignment of the Agreement for Private Development and to approve the transfer of the Development Property from CV Commercial, LLC, to CV Commercial 4, LLC, on the terms and conditions stated in the proposed Assignment and Assumption Agreement.

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

1. That the assignment of the Agreement for Private Development by CV Commercial, LLC to CV Commercial 4, LLC, be and the same is hereby in all respects authorized, approved and confirmed.

2. That the transfer and conveyance of the Development Property by CV Commercial, LLC to CV Commercial 4, LLC, be and the same is hereby authorized, approved and confirmed.

3. That the form and content of the Assignment and Assumption Agreement, the provisions of which are incorporated herein by reference, be and the same are hereby in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they are hereby authorized, empowered and directed to execute, attest, seal and deliver the Assignment and Assumption Agreement for and on behalf of the City in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be approved by such officers, and that the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Assignment and Assumption Agreement as executed.

PASSED AND APPROVED this _____ day of _____, 2024.

(SEAL)

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk


DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM
Planning & Community Services Division

TO: Honorable Mayor Daniel Laudick and City Council
FROM: Thomas Weintraut, Planner III
DATE: September 3, 2024
SUBJECT: Cedar Falls Resilience Plan

In June 2020, the City of Cedar Falls approved a contract with Perkins & Will to draft a Resilience Plan. The goal of the Resilience Plan is to develop local solutions to better position the community economically and environmentally and make Cedar Falls more resilient in the face of unexpected events, such as the 2019 derecho and the coronavirus outbreaks, while continuing to provide a high quality of life for all citizens.

At the request of City Council, on August 5, 2024, the staff presented a presentation on the Resilience Plan highlighting the process of creating the plan and community input, how the city currently uses some of the recommendations in the plan, opportunities to sustain and support current actions related to the resilience plan, and briefly describe the plans components.

Action Items in the resilience plan can be considered on an individual basis, such as a blue-green corridors, which has several co-benefits, such as stormwater management, habitat area, recreational benefits and bike and pedestrian trails. The Action Items could be part of the consideration of projects of which the merits of the project can be debated during the review and budgeting process by the Council. Having a Resilience Plan can provide opportunities for the City to seek funding sources, particularly grant monies, for projects which are listed in and supported by the Resilience Plan.

Several of the adopted Council Goals, Work Program, and Financial Plan for FY24 would be achieved with the adoption of the Resilience Plan:

Goal #2: C.4

- (e). Continue to explore sustainability and resiliency initiatives jointly with CFU.

Goal #4: C.6

- (a) 3) Encourage a variety of housing types in every neighborhood.
- (j) Implement diversity, inclusion, and affordability consideration and evaluation in all housing development plans.

Goal #5: C.10

- Protect areas identified in the Cedar Falls Environmentally Sensitive Lands Survey (CFD 4551.07) as city finances allow.

The Department of Community Development recommends to the City Council the adoption of the Cedar Falls Resilience Plan as a guiding document supporting a community goal of preparedness to resist and rebound from any possible future economic, social, and physical disruptions to the community.

xc: Ron Gaines, City Administrator
Jennifer Rodenbeck, Director of Finance and Business Operations
Stephanie Sheetz, Community Development Director

Cedar Falls Resilience Plan

Commitment & Creativity for a Better Tomorrow



Item 16.



Forward

Opening Statement about the Plan | May 18, 2022

We live in a rapidly changing world. To be a community that is proactive, prepared, and flexible in the midst of change, is to be resilient. This resilience plan provides an action guide that not only utilizes existing community plans and actions, but also includes sought after community involvement to identify additional actions needed to improve our prosperity and stability.

The Cedar Falls Resilience Plan is community-based and comprehensive. Its purpose is to identify actions needed as a community, supporting a collective goal to be a resilient community. While individual actions are very important, the community must work on policy decisions that require broad-based community support to achieve. This plan focuses on those decisions to establish community consensus on the priorities for broad-based actions.

The Action Plan starts on page 73. It is divided into actions focused on Local Economics & Community, Weather & Nature, as well as Energy & Mobility. Information included before the Action Plan, describes each focus area and provides data. Page 13 outlines the public participation and engagement work for each focus area that is integral to the development of the Cedar Falls Resilience Plan. The planning team would like to thank everyone who participated for engaging in the online workshops, town hall meetings, survey, and worksheets.

Some plan outcomes are the City of Cedar Falls' direct responsibility to execute as a government entity. Many other outcomes are actions that only a diverse group of community members, businesses, and Cedar Falls organizations can effectively pursue. We hope you will participate as we collectively sketch an inspiring present and future for our Cedar Falls community.

The City of Cedar Falls funded and facilitated the Resilience Plan beginning in the fall of 2020 with completion in the spring of 2022. The consulting team Perkins&Will assisted the City of Cedar Falls with plan development by synthesizing the multiple perspectives, concepts, and ideas into a composite approach to community-wide resilience.



Acknowledgements

Mayor

Robert Green

City Council

Frank Darrah, Susan deBuhr, Kelly Dunn
Simon Harding, Daryl Kruse, Mark Miller, Dave Sires

Core Team Members

Ron Gaines, City Administrator
Eric Giddens, Energy, Education & Outreach Coordinator, UNI
Brady Gruhn, Citizen Member
Mike Litterer, Director, Customer Services and Business Development, Cedar Falls Utilities
Mark G. Miller, Citizen Member
Mike Nyman, Water Reclamation Manager, City
Maria Perez, Stormwater Specialist, City
Jennifer Rodenbeck, Director of Finance & Business Operations, City
Stephanie Houk Sheetz, Director of Community Development, City
Thomas Weintraut, Planner III, City
Carole Yates, Citizen Member

Community Stakeholder Groups

Jobs, Business and Economy

Cary Darrah, Grow Cedar Valley
Ethan DeWall, VP Martin Brothers
Crystal Ford, Former President, Cedar Falls Community Main Street
Jeff Hassman, Citizen Member
Kathryn Sogard, Executive Director, College Hill Partnership
Francesca Valdivia, Amigo's

Community Cohesion and Civic Services

Mike Butler, Rotary
Leslie Nixon, Chair, Parks and Recreation Commission
Leslie Prideaux, Visitors and Tourism Board
MaraBeth Soneson, Cedar Falls Utilities Trustee
Sasha Wolpert, Cedar Falls School Board

Equity, Diversity and Well-being

Tom Blanford, Collins Holding Company
Scott Dickinson, Pathways Mental Health
Teri Lynn Jorgenson, Human Rights Commission, City
Keyah Levy, Director, Center for Multicultural Education, UNI
Spencer Luvert, Human Rights Commission, City
Lindsay Pieters, Former Housing Commission Member, City
Jim Young, Citizen Member

Water Weather and Urban Flooding

Josh Balk, Basin Coordinator Iowa DNR
Kamyar Enshayan, CEEE Director, UNI
Brian Heath, Operations and Maintenance Manager, Public Works
Mike Henderson, Black Hawk County Conservation
Doug Schindel, AECOM

Ecology, Land and Habitat

Steven Eilers, Black Hawk County Extension
Ryan Kurtz, Natural Resources Instructor, Hawkeye Community College
Dan Meier, Seed Library, Cedar Falls Public Library
Laura Walters, Tallgrass Prairie Center
Jim Weimer, Black Hawk County Conservation

Energy, Mobility and Waste

John Foster, Black Hawk County Solid Waste Management
Matt Hein, Energy Services Manager, Cedar Falls Utilities
Codie Leseman, Iowa Northland Regional Council of Governments
Jesse Linzer, Emergent Architecture
Eric O'Brien, Sustainability Director, UNI
David Sturch, Director, Metropolitan Transit Authority
Glynis Worthington, Citizen Member

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Resilience Today

Resilience Today In Cedar Falls

Introduction

The City of Cedar Falls, the University of Northern Iowa (UNI), and Black Hawk County have long recognized the importance of working together to benefit the community. Many of the Actions listed in this plan are a continuation of previous plans, policies and actions implemented by the City, UNI, and Black Hawk County with community support.

The following section will provide a brief overview of previous efforts by the City, UNI, and Black Hawk County. This list is intended to be an overview of current actions that support the Resilience Plan and not a comprehensive list. In addition, many individuals and community organizations worked behind the scenes to help make Cedar Falls resilient.

Flooding and Stormwater:

The City first adopted a floodplain ordinance in 1985 which allowed the City's participation in the National Flood Insurance Program. In 2010, the Floodplain Ordinance was revised to require all new construction and substantial improvements to existing buildings to be protected to one foot above the 500-year flood elevation. The City works with State and Federal partners to purchase residential properties within the floodplain. To lessen the impact of stormwater run-off and localized flooding, the City began has started basin studies to determine what infrastructure may be needed when streets and alley improvements are made.

Transportation and Energy:

The City has hybrid and electric vehicles in its pool fleet as well as its Public Safety and Parking Operations divisions and in 2021 the City purchased an all-electric mower. The City adopted a Bike Plan in 2019. To be more bicycle friendly, the City and has installed approximately five miles of shared auto/bike lane markings, or sharrows, and bike lanes since 2007. The Metropolitan Transit Authority added bike racks to buses in 2008. Cedar Falls Utilities has programs to help customers reduce their energy footprint and energy costs. Cedar Falls Utilities also partners with Cedar Falls TREES, a non-profit organization, to promote tree planting for energy and environmental conservation.

Environment and Waste:

The City of Cedar Falls completed an Environmentally Sensitive Lands Survey in 2007 to provide guidance for land use planning and policy decision making. In addition, the City annually plants trees in parks, the public right-of-way, and as part of street improvement projects and replaces ash trees affected by the emerald ash bore. The City supports the use of native plants to reduce mowing and provide wildlife and pollinator habitat. The City was named a Bird Friendly Community in 2021. The City is a partner with other organizations working to improve the Dry Run Creek Watershed. The City has actively worked to reduce the amount of waste going to the Black Hawk County Landfill by providing a wide range of recycling sites for the community.

Resilience Today In Cedar Falls

City Resilience Efforts In The Past 15 Years

Stormwater

- The City adopted stormwater fees in 2006.
- The first permeable alley was constructed in 2014 with a total of 17 alleys installed by 2021. Permeable alleys are a tool to reduce stormwater runoff by allowing water to infiltrate into the ground.
- The City has installed over 50 bioretention cells. Bioretention cells are landscape depressions that capture and filter stormwater runoff from impervious surfaces reducing runoff and water pollution. Below is a list of bioretention cell locations.
 - 8 Silva Cells in the College Hill area.
 - Waterloo Road/State Street area
 - Clay Street at 7th and 8th Streets
 - Grand Boulevard near Pfeiffer Park
 - 14th Street near Waterloo Road
 - East Street
 - Pleasure Ridge Golf Course
 - Cedar Falls Public Works Facility
 - Grove Street near Peet Junior High
- The City has also done three stream bank restorations:
 - Dry Run Creek west of the Lions Field in 2014.
 - Dry Run Creek between Merner Ave and College St in 2015.
 - Dry Run Creek west of Greenhill Road and South of University Ave, in 2018.
- The City has provided 30 rain barrel kits since 2020 through community events.

City use of Electric vehicles

- 2006-2008 hybrid vehicles purchased. These were phased out as they aged.
- The city currently operates one hybrid vehicle in its pool vehicle fleet, a hybrid marked patrol SUV in its Public Safety division and a fully electric vehicle in the Parking Operations division.

Electric Vehicles *continued*

- The City is anticipating adding at least one additional hybrid or full electric vehicle each year moving forward.
- In 2021, the City purchased an all-electric mower for use in its parks/rights of way.

Flooding

- Riverine
- 2010 revised ordinances to reduce risk to those building in the floodplain:
 - Require new buildings to be built with a finished floor elevation 1' above 500-year level (vs. typical of 1' above 100-year).
 - Restricts the creation of new lots in the floodplain with more than 25% of the area of a new lot in the floodway fringe (to reduce the number new buildings in floodplain).
 - No LOMAs – to avoid filling on a lot and creating the home with a moat.
- Buyout program – The City continues to budget for buyouts and partners with State/Federal governments for grants to voluntarily purchase residential properties in floodway and floodplain.
- Flash flooding
 - Started developing drainage basin studies in 2018, with the first, Clay Street Park study completed in 2019, to determine flows and what infrastructure may be needed (missing or upgrades) when the City reconstructs a road or alley.
 - Received an Iowa Recreation Enhancement and Protect grant in 2019 to supported detention basin & permeable alley project in Clay Street Park to reduce flooding to adjacent properties immediately downstream.

Resilience Today In Cedar Falls

City Resilience Efforts *continued*

Environment

- Tree planting
 - The City annually plants 200 trees. In addition, the City planted 150 trees as part of the Lone Tree Road project in 2018-2019, 64 trees as part on the Prairie Parkway roundabout in 2019, 128 trees as part of the University Avenue improvement in 2016-2019 and 40 to be trees planted along Center Street as part of the North Cedar Neighborhood improvements in 2022.
 - Since 2018, The City has replaced 500 ash trees on city property decimated by the emerald ash bore.
- The City has installed pollinator plantings along the levee and on numerous flood buy out properties achieving two objectives: no need to mow (reducing associated pollution) and providing habitat for pollinators.
- The City has not sprayed for mosquito in over 20 years.
- Bird Friendly (2021) - North Cedar Neighborhood Association submitted nomination and Cedar Falls awarded the bird friendly status.
- In 2017, the City updated an ordinance to allow the use of native plants, prairie grass areas, wildflower planting areas, and urban woodlots in yards & rights-of-ways.
- The City of Cedar Falls has partnered with the Dry Run Creek Watershed Improvement Project and the Black Hawk Soil and Water Conservation District to implement 72 conservation practices (52 bioretention cells, 13 permeable pavement projects, 3 streambank stabilizations, and 4 wetland creations/restorations). These conservation projects are treating 134 acres of land, accumulating in over 22 million gallons of stormwater being treated each year.
- In 2007, the City adopted an Environmentally Sensitive Land Survey to help guide land use planning efforts and policy decisions.

Mobility Options

- Bike/Walking
 - The City has approximately 5 miles of Sharrows, streets where bicycles and cares share the same lanes, along the following streets:
 - Boulder Drive between Orchard Drive and Idaho Road in 2014.
 - Boulder Street between Orchard Drive and Idaho Road in 2020.
 - College Street between 12th and 20th Streets between 2014 and 2015.
 - Pheasant Drive between Shelley Lane and 4th Street between 2018 and 2019.
 - Rownd Street between Rainbow Drive and Greenhill Road between 2013 and 2014.
 - Seerley Boulevard between Clay and College Streets between 2007 and 2008.
 - State Street from 4th Street to Waterloo Road between 2017 and 2018.
 - Valley Park Drive between Waterloo Road and University Avenue 2010 and 2011.
 - 12th Street between Tremont and Division Streets in 2020.
 - 18th Street between Clay and College Streets in 2013. Cedar Falls added bike lanes to Clay Street from 1st Street to 15th Street in 2008 and a bike lane to Center Street from Tourist Park to Clair Street in 2013.
 - Cedar Falls added bike lanes to Clay Street from 1St Street to 15th Street in 2008 and a bike lane to Center Street from Tourist Park to Clair Street in 2013.
 - The Metropolitan Transit Authority (MET) added bike racks to buses in 2008

Resilience Today In Cedar Falls

City Resilience Efforts *continued*

- The City adopted a Bike Plan 2019 to increase bike use and to make Cedar Falls more bicycle friendly. The primary objective of the plan was to develop a network which would place every resident with .5 miles of an establish bikeway or multi-use trail.

Waste Reduction City

- The City has recycled Styrofoam since 2015.
- Shingles have been recycled since 2014 with a fee.
- Electronic waste recycling, such as computers and T.V.s, is available.
- Recycling of cardboard, newsprint, magazines, metal food cans, clear and colored glass, office paper, Plastics 1-7 and plastic grocery bags, cooking oil,
- Appliances and tires can be recycled with a fee.
- The City maintains 7 24-hour remote household recycling sites.
- Leaf Vacuum Service is available during October and November for a fee.
- The City has a compost facility which accepts brush, logs, leaves, grass clipping and garden waste. Compost and wood mulch is available to the citizens.
- The City provides weekly curbside yard waste collection for a fee in April, May, June October and November, bi-monthly pickup July through September, and on a call basis December through March.

Energy Reduction

- CFU partners with their customers to make smart energy choices and to help save energy and money. In addition to providing cost-sharing rebates for efficiency upgrades, CFU Energy Services provides comfort consultations, utility bill analysis and energy assessments at no cost to CFU customers.
- Cedar Falls TREES is a non-profit organization working in partnership with Cedar Falls Utilities to promote and support tree

planting for energy conservation and environmental benefits. TREES volunteers provide information about tree planting, proper care for trees and the benefits of urban forestation.

- In 2016 Simple Solar, a community solar energy project initiated by Cedar Falls Utilities, was installed and is currently the largest community solar project in Iowa with a total capacity of 1.5 megawatts.

Resilience Programs at the University of Northern Iowa (UNI)

Center for Energy & Environmental Education

Green Iowa AmeriCorps

Green Iowa AmeriCorps (GIA) is Iowa's leader in boots-on-the-ground energy and environmental services. GIA is headquartered at the University of Northern Iowa's Center for Energy & Environmental Education and maintains 20+ sites throughout Iowa. GIA provides services in the following areas:

- **Energy & Community** - The Energy & Community branch helps Iowans (homeowners, tenants and community members) become more energy efficient through residential energy assessments and weatherizations, energy education, and community outreach services.

Energy & Community uses a team-based approach to provide residential weatherization services as well as energy and environmentally focused education and energy-related community outreach efforts. All energy related services, including labor and materials, are FREE to any individuals who qualify.

Resilience Today In Cedar Falls

Resilience Programs at UNI *continued*

The Energy & Community branch of Green Iowa AmeriCorps has been operational since 2009 and partners regularly with city governments and local and investor owned utilities.

- **Sustainable Schools** - The Sustainable Schools branch serves as a resource and catalyst for Iowa school districts, solid waste agencies, and higher education institutions to build a more energized and sustainable future. Sustainable Schools members serve as sustainability coordinators and work to reduce district-wide energy costs, evaluate and improve district solid waste habits, and assist teachers and staff in implementing environmental project-based learning initiatives for students. Sustainable Schools members support cities and districts to create climate action plans, organizing environmental student organizations, and involving high school students in service positions each summer. Sustainable Schools is currently partners with both Cedar Falls CSD and the Black Hawk County Solid Waste Commission in Black Hawk County and has been operational since 2017.
- **Land & Water Stewards** - The Land and Water Stewards branch is dedicated to restoration and conservation of Iowa's native habitats and natural resources. Members are focused on conserving and restoring Iowa's lost ecosystems and water quality and quantity issues by serving directly at our different Green Iowa AmeriCorps host sites. LWS members facilitate environmentally focused educational programs and engages community members in service projects. Members complete tree planting projects, remove invasive species, install rain gardens, conduct water quality monitoring, and are available for climate related disaster responses like the flooding events that are becoming more prevalent in Iowa. Land & Water Stewards are currently serving at the Center for Energy & Environmental Education

as well as the Tallgrass Prairie in Cedar Falls. The branch and has been in operation since 2018.

Community Energy/Climate Action Planning

The Center for Energy & Environmental Education (CEEE) assists local governments in our region with developing community-wide greenhouse gas emissions inventories and emissions reduction plans. These services are offered to interested local governments in Iowa for a nominal fee. The CEEE staff, Cassie Sonne leads this work and trains Green Iowa AmeriCorps members and CEEE student interns from the University of Northern Iowa in climate action planning and energy saving across all scales, from schools and small businesses to municipalities. AmeriCorps members and student interns gain valuable experience and marketable skills while working on this program, and participating communities receive data about their emissions as a basis to develop a community energy/climate action plan specially designed for them.

Community energy plans aim to:

- Reduce energy consumption and greenhouse gas emissions in communities
- Inform public officials during goal setting and budget decisions, focusing on reduction strategies over which local governments have control, and
- Focus community leaders on developing plans towards conservation and community resilience

The CEEE is a member of the International Council for Local Environmental Initiatives (ICLEI) and uses ICLEI's ClearPath software to create community energy plans. ICLEI is the leading global network of local governments dedicated to sustainability, resilience, and climate action. CEEE staff Cassie Sonne also convenes the Iowa Sustainable Communities program, which

Resilience Today In Cedar Falls

Resilience Programs at UNI *continued*

encourages communities to go beyond greenhouse gas reduction measures into broader sustainability actions. This creates a connection between energy conservation and further environmental and community improvements.

UNI Local Food Program

The UNI Local Food Program works to develop a local and regional food system that positively impacts local farmers, consumers and businesses through education, collaboration, and economic development. The Local Food Program provides the following support:

- **Cedar Valley Regional Food & Farm Network (CVRFFN)** – CEEE staff lead the Cedar Valley Regional Food & Farm Network. A coalition of individuals, food and farm businesses, UNI Local Food Program, Northeast Iowa Food Bank, Iowa State University Extension & Outreach, and other community organizations and leaders working together to positively impact the local food system.
- **Services to Farmers** – Staff help local farms find local markets, build connections among farmers, and offer educational programs to assist direct-marketing farms in the region.
- **Services to Institutional Food Buyers** – CEEE Staff connect schools, grocers, restaurants, and distributors with local farms.
- **Local and Regional Food Systems Education** - CEEE staff and partners develop tools and experiences that make it easier for everyone to see and appreciate the local food treasures of our region. They publish a local food guide each year that is available at www.cvfoodfarmnetwork.org.

- **Community Food Security Vista Project** - Building community capacity to improve access to affordable fresh fruits and vegetables among vulnerable populations. Projects include garden projects, veggie home delivery program, Veggie Voucher program, and A Garden In Every Lot.

Environmental Health Initiatives

The Environmental Health programs at the University of Northern Iowa's Center for Energy & Environmental Education focus on the intersection of environmental sustainability and human health. There are two main initiatives of this CEEE program: Good Neighbor Iowa and Farming for Public Health. Good Neighbor Iowa focuses on eliminating unnecessary pesticide application in public spaces for child health, as well as but also to improving and maintaining urban pollinator habitat, biodiversity, and water quality. Farming for Public Health focuses on upstream, land-based solutions to a series of cascading environmental and human health issues that face the state of Iowa including water quality, flooding, soil and nutrient loss, rural economic vitality, biodiversity, pesticide application and drift, and food systems.

The Center partners with city governments, school districts, childcare centers, parks, nature centers, farm organizations, soil and water conservation districts, and many others and serves as a resource to all Iowans on these important environmental health topics.

Tall Prairie Center

The Tallgrass Prairie Center, a part of the University of Northern Iowa, works to establish diverse, resilient prairie and to increase

Resilience Today In Cedar Falls

Resilience Programs at UNI *continued*

appreciation of the tallgrass prairie ecosystem. Center programs support county roadside managers, farmers, landowners and native seed growers. The Tallgrass Prairie Center also offers prairie root banners and display specimens, a full range of resources for planning, planting and maintaining prairie; a spring Restoration and Management seminar series, and recorded webinars (“Botany Beginners”) on how to identify native wildflowers, grasses and weeds

Resilience Today at Black Hawk County

Black Hawk County Extension - The Black Hawk County Extension and Outreach provides several programs to the community which support community resilience. There is a Master Conservationist Program which is designed to provide knowledge and skills to people who are interested in natural resource conservation. The Master Gardener Program which offers to individuals with training on topics such as lawn care, landscape and ornamental plantings, fruits and vegetables, insects and plant diseases, and plant nutrition, and more. Other programs to which provide education on food, healthy living, and nutrition.

Black Hawk County Soil and Water Conservation District (BHSWCD) - The Black Hawk County Soil and Water Conservation District is a governmental agency made up of locally elected officials and has been in place since 1946. BHSWCD works with private landowners and local governments to wisely use water resources and improve soil health. The BHSWCD oversees the Dry Run Creek Watershed Improvement Project which utilizes grant funding from various governmental agencies to provide financial assistance to install conservation and storm water management practices.

Black Hawk County Solid Waste Management Commission - The Commission sponsors two collection events each year. This is for household hazardous waste and electronics waste. The spring event is typically held in Waterloo and the fall event is held at the Cedar Falls Public Works building. On average, 900 vehicles that pass through each event. The Commission also works with Iowa Waste Exchange to assist businesses, organizations, schools, and others to find uses for materials that otherwise would end up in the landfill. The Commission also provides free education outreach to schools and organizations through their WasteTrac education team.



Planning Process

The Process

About the Planning Process

The process used to develop the resilience plan followed a stepwise approach. The stepwise approach is sequential, building forward step-by-step from what was learned or accomplished during the previous step or activity.

The planning process extended across eight months and included 12 online workshops, two Townhall Meetings, and four public worksheets. As workshops, surveys and worksheets were completed, information from previous ones were the basis for the questions and content of future engagement events. This approach allowed the planning team to systematically identify, explore and refine the issues important to the community of Cedar Falls.

The online engagement methods used in the plan's development exceeded expectations, nearly tripling community responsiveness compared to a conventional in-person approach. The process involved over 1,000 points of contact across the Cedar Falls community.

Survey and worksheets results for the overall project are considered to have a 5% to 10% margin of error based on normal industry practices and the numbers of responses to each workshop, survey or worksheet.

Anonymous spot checks of participant internet addresses strongly indicates that responses were local to Cedar Falls. (The spot checks never identify specific individuals or specific streets addresses, only general locations). A test for breadth of participation was conducted comparing similar national level survey results to local results. The similarity between results indicates balanced, broad participation by community members expressing a range of opinions.

The Planning Steps

Public Participation: September – March 2020

The first stage of the planning process began in September 2020 with a public two-part Public Survey. Six public workshops were conducted along with online self-guided workshops. The Workshops were organized around energy, the environment, water and flooding, the economy and jobs, diversity and equity, and community cohesion to gather community ideas. A Summary Townhall meeting was held to present and accept comments on the public survey and public workshop outcomes.

Development with Public Participation: December 2020 - March 2021

The next stage of the process analyzed the information gathered from the surveys and workshops early in the process to assemble action items. The actions identified focused on items that can be accomplished locally by individuals, community organizations, businesses, the City of Cedar Falls and Cedar Fall Utilities. The intent of the actions is to make our community more resilient to forces that are unpredictable and many times are out of local control. The overarching goal is to ensure that the Cedar Falls community continues to offer a high quality of life to all members.

As part of Step 2, three Worksheets were published for public input in December 2020, January 2021, and in late March of 2021. Each of these worksheets refined the community's priorities and preferences for actions to help make the City and community more resilient. The two part Public Survey originally published in September and October was opened and publicized to ensure that it was available to all Cedar Falls residents who wanted to participate.

Finalization: April 2021 – October 2021

The final stage of the planning process involved synthesizing and organizing the plan into report form. The report was presented at an open house in 2022. Input from the open house was considered for inclusion in the final report.

The Process

Figure 1. Resilience Plan Public Participation & Engagement Schedule



The Process



Workshop One
Ecology, Land and Habitat
 October 20,
 Starts at 12:00 Noon
 Runs Up to 90 Minutes in Length



Workshop Two
Water, Weather and Urban Flooding
 October 21,
 Starts at 12:00 Noon
 Runs Up to 90 Minutes in Length



Workshop Three
Energy, Mobility and Waste
 October 22,
 Starts at 12:00 Noon
 Runs Up to 90 Minutes in Length




Workshop Four
Community Cohesion and Civic Services
 October 27,
 Starts at 12:00 Noon
 Runs Up to 90 Minutes in Length



Workshop Five
Equity, Diversity and Well-being
 October 28,
 Starts at 12:00 Noon
 Runs Up to 90 Minutes in Length




Workshop Six
Jobs, Business and Economy
 October 29,
 Starts at 12:00 Noon
 Runs Up to 90 Minutes in Length



Worksheet and Survey
Built Environment & Ecology
 Open December 15th - 22nd



Worksheet Two
Built Environment Community & Local Economy
 Open January 20th – 27th



Worksheet Three
Economics and Community Ecology and Weather Energy, Mobility and Waste
 Open March 23rd – March 30th



Thank you to everyone that participated in Worksheet Three!

The Worksheet is Now Closed.

[Go to the Worksheet and Public Survey Page](#)

Be part of creating a more vibrant and resilient Cedar Falls!

The City of Cedar Falls is developing a Resilience Plan & Framework to guide our community's testing and recovery future. The plan will address today's challenges and opportunities, and it will help us all collectively thrive in a rapidly changing world. We invite you to participate and share your ideas through online worksheets, surveys, and meetings starting in late September of 2020 and continuing in the summer of 2021.

Stay updated by following the City of Cedar Falls on Social Media: Facebook, Twitter, LinkedIn, and Instagram links.

[Get Project Notifications](#)

Missed the Public Survey last time out? Take it below.

The Public Surveys were open for three rounds of community input (September, October + December). **They have now closed.** Thank you to all that participated!

Help shape Cedar Falls. Help shape the world.



Public Survey Built Environment & Ecology
 Open December 15th - 22nd

Public Survey Part 1

[Survey Part 1 is Closed](#)



Public Survey Community & Local Economy
 Open December 15th - 22nd

Public Survey Part 2

[Survey Part 2 is Closed](#)

Have ideas or an idea you'd like to share? We'd love to hear from you. Please email your ideas and questions to the Resilience Plan. [We'll address the ideas through the next round of community input.](#)

If you've already been here: Thank you so much for your input! We'll take you all into account.

The Public Surveys were open for three rounds of community input (September, October + December). **These surveys are now closed.** Thank you to all that participated!



Online Big Idea Workshops

Six Big Idea online Public Workshops covering Water, Weather, Energy, Mobility, Ecology, Land, Jobs, Business, Equity, Diversity, Community Cohesion, Civic Services + more were held between October 20th and October 29th.

Online Self-guided workshops for the six Public Workshops was opened the day following each workshop. While direct participation in these self-guided workshops is now closed, videos providing valuable data and reference information on weather, climate, social equity, economics, the Cedar Falls community + more are still available.

[Go to the Self-Guided Workshop Videos](#)

Using the Plan

A Flexible, Extended Timeline Framework Plan

The Cedar Falls Resilience Plan is a framework of actions that can improve the resilience and prosperity of the Cedar Falls community and its individuals, organizations and institutions.

The framework structure of the plan allows it to be flexible. It is written with an understanding that technology and the world are changing at a rapid pace, and the change will continue into the future. Much of the change occurring needs to be addressed sooner rather than later, but over time so it can be done cost effectively.

Plan Timeline and Cost Effectiveness

Those using this plan should note that it includes near-term, mid-term and long-term actions extending from 2022 through 2050 and beyond. The extended timeline is necessary because issues such as expanding the local economy, maintaining the business competitiveness of Cedar Falls and reducing carbon pollution must be pursued step by step. They include investments by private and public entities over time. Energy, water, sewer and transportation systems are examples of infrastructure that are planned with extended timelines of 30 to 50 years or more and have substantial impacts on business vitality and the well-being of a community.

The Actions Identified by the plan are projected to be cost effective and achievable within the general timelines identified. Consideration for any required, but anticipated innovation to existing technologies has been factored into the timelines.

The flexibility provided in the plan will allow the most effective technologies and approaches to be employed in a timely way that is efficient and feasible.

The Plan Structure

Planning Drivers are used to define the overarching topics, aspirations and influencing topics addressed by the plan. The Drivers are organized by three categories:

- **Local Economics & Community**
- **Weather & Nature**
- **Energy & Mobility**

Each plan category has a background narrative describing many of the key topics included in the category.

Action Sets

The category background narratives are followed by actions that can be pursued in support of the opportunities, issues and challenges represented by the narratives. Individual actions are organized into Action Sets. While individual actions will provide benefits and value to the community, executing an entire Action Set leverages the results of the other actions, offering the highest possible return value for investments of time, resources and / or money.

Co-benefits

Many Actions or Action Sets provide co-benefits supporting multiple opportunities, issues and challenges simultaneously. Some co-benefits may be indirect or not immediately visible. For example, action on energy efficiency can support fair and equitable opportunity for lower-income members of the community by freeing more of their earnings for better access to food or healthcare instead of spending it on basics such as heat.

Plan users should note that not every topic or issue is explicitly outlined in the narrative, but a combination of the background narratives and Action Sets captures most key issues.

Using This Plan *continued*

Figure 2. below shows the key components of the Resilience Plan: (1) Resilience Plan Drivers which are the priority topics for the plan; (2) The Action List which is an abbreviated listing of items in the Action Plan; (3) Category Narratives describing topics and issues for each of the plans three categories; (4) The Action Plan which is the core of the Resilience Plan describing measures to be taken for improving the resilience of the Cedar Falls Community. Figure 3. on the following page provides a detailed description for each feature of the Action Set.

Figure 2. Resilience Plan Structure

(1) Plan Drivers

Plan Drivers

About the Plan Drivers

Plan Drivers are based on community-wide input and define the essential qualities, outcomes and influencing factors that shape the plan.

Community Resilience is not an attribute that arises from a single element, group or institution. It is related to multiple aspects of Cedar Falls as a multi-faceted community. Everything from the built and natural environment to the social and economic fabric to individual people and businesses contributes to community resilience. As a result, the resilience plan covers a wide range of issues that are pertinent to Cedar Falls.

Three key attributes were considered in developing the Plan Drivers for Cedar Falls:

- Is the Driver significant and important to the Cedar Falls Community?
- Does the Driver play a vital role in the Community Resilience of Cedar Falls and does it support more than one Driver?
- Are there meaningful opportunities available for the Cedar Falls Community to take action in support of a Driver's topics?

The Action List that immediately follows the Plan Drivers described here provides a summary of the identified Actions focused on each Driver. The Action Set Charts found in the three plan category sections offer additional guidance for each action. The charts also show how individual Actions support and connect with multiple Drivers.

There are many actions and measure that can be taken that support the Drivers. Not all can be included in this plan. The Plan highlights several that can have high impact and offer opportunity for action. Champions for taking action include individuals, stakeholders, the City of Cedar Falls and Cedar Falls Utilities.

Local Economics + Community Category

Support Local Business + Jobs

Supporting locally owned businesses is vital to maintaining the vitality of the Cedar Falls economy. Studies show that dollars spent at locally owned businesses double their local economic impact compared to dollars spent on non-locally owned businesses. That doubling power increases the local economic activity that generates new, local jobs.

Retain + Attract Business Talent with Local Amenities

Retaining and attracting bright, motivated employees, innovators and entrepreneurs is essential to maintaining a robust, dynamic and resilient local Cedar Falls economy. When deciding where to locate and live, up and coming generations and businesses are motivated not only by direct economic opportunities, but by the quality of place and life making local amenities of all kinds essential to maintaining a resilient and expanding Cedar Falls Economy. Encourage local start-ups and support existing local business while attracting new business to Cedar Falls with high-value local amenities.

Maintain a Mixed Local Economy

Communities with multiple types and sizes of businesses is important for weathering the ups and downs of the broader economy. If one economic sector is slow, others sectors that remain strong can help stabilize the overall local economy.

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(2) Category Narratives

Local Economics & Community

Figure 6. New Mixed-Use Neighborhoods

A significant opportunity for creating more high-value amenities attractive to business talent is in mixed-use neighborhoods. Generating more mixed-use neighborhoods with all the basics nearby would be a strong draw to business talent.

Bikeable/walkable neighborhoods with modestly priced 'missing middle' housing, a local grocery with healthy food, a pharmacy, bank, hardware store, entertainment, and employers are high-value amenities for attracting business talent. Working in the neighborhood within a 1/2 mile by bike residence or within three miles by bike is a valued amenity.

There are at least five opportunities to create these types of mixed-use neighborhoods in Cedar Falls without disrupting local neighborhoods.

Area #1, #2, #4 and #5 are currently mixed use and should be further promoted.

Area #3 Main Street has been re-emphasized going from four lanes to a three-lane corridor with bike lanes and wide sidewalks.

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(3) Action List

Action List

Local Economics + Community Cedar Falls, Iowa Resilience Framework

C1 Action Set: Resilience Coordinator(s)

C1.1 Identify a position(s) at the City of Cedar Falls and CFU to oversee and coordinate the Resilience Plan Actions.

C1.2 The Coordinators will Facilitate a Community-wide Resilience Network

C1.3 The Coordinators will help identify Community champions + advocate for plan Actions.

C1.4 The Coordinators will monitor and track Plan progress.

C1.5 The Coordinators will help organize internal resources the City + CFU

C2 Action Set: Key Resilience Co-benefits

C2.1 Expand the local economy by encouraging business to provide and develop services + products supporting the Plan

C2.2 Support access to housing w/ zoning adjustments for contact appropriate, economically owned + energy efficient housing

C2.3 Support access to mobility options with a complete bike trail system, rideshare services + existing bus routes.

C2.4 Support access to green space with Blue-green Corridors

C3 Action Set: Champion Cedar Falls

C3.1 Actively keep Cedar Falls resilient by avoiding economic + environmental risk, and by being on the leading edge of issues

C3.2 Continue to maintain balanced + equitable policy, code, tax and regulatory requirements.

C3.3 Promote fair, equitable access and opportunity for all utilizing the new Resilience Network

C4 Action Set: Champion Local Business

C4.1 Actively continue advancing the development of amenities in Cedar Falls to attract visitors, business talent and entrepreneurs

C4.2 Solicit local champions to develop a printed, and device friendly online descriptive finder + map

C4.3 Utilize the Resilience Networking Hub in support of local, for-profit, and non-profit business development initiatives

C5 Action Set: Walkable Neighborhoods + Housing Options

C5.1 Pursue the development of mixed-use bikeable / walkable neighborhoods encompassing existing commercial corridors

C5.2 Pursue robust bikeability with mixed-use bikeable / walkable opportunity neighborhoods

C5.3 Encourage the development of missing middle housing options

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(4) Action Plan

C5 Action Set

Walkable Neighborhoods + Housing Options

The first intent of this Action Set is to advance neighborhood development opportunities within Cedar Falls that offer amenities attractive to up and coming generations while avoiding significant disruption to existing neighborhoods. See Figure 6. The second intent is to balance housing options that fit the economic needs of all community members and stakeholders.

C5 Actions	Local Economics + Community	Weather + Nature	Energy + Mobility	Champions, Partners, Logistics
C5.1 Pursue the development of walkable + bikeable mixed-use neighborhoods that encompass existing commercial corridors with bus/bike access. Apply a missing middle housing approach. Update zoning requirements to be contextually appropriate. Encourage development in areas with small local grocers, banks, hardware stores, pharmacies, etc. within a 1/4 to 1/2 mile	High	Low	Low	High
C5.2 Provide the infrastructure supporting bikeability + walkability. Include benches, bike racks + rideshare drop-off at bus stops. Implement the Cedar Falls bike system + nurturing of locally owned rideshare co-ops (include bike racks on all vehicles) will make mixed-use neighborhoods even more appealing for bike	High	Low	Low	High
C5.3 Encourage the development of missing middle housing options that can provide more moderately priced housing options appropriate for their location. Missing middle housing includes townhomes, cottage court, courtyard building, duplexes in-side + stacked tri-plexes, fourplexes, multiples + live-work designed to fit-in with the neighborhood + complement it (not overtake it + building next)	High	Low	Low	High
C5.4 Encourage distance and live/work housing with small first floor commercial uses through appropriate zoning and building codes by encouraging small co-working centers with small food service at high-traffic street corners through the community. A mixed-use area allow for combined work/housing, commercial maker and shop space, studios and commerce. Encourage modular flex space, small office, micro-livables and low-pooling micro-industry. Closely consider the safety, parking + vehicle access, facility size (not too large), street-side conditions including vehicle and pedestrian interface, window to world	High	Low	Low	High
C5.5 Encourage Accessory Dwelling Units (ADUs) where appropriate as means of providing diversified housing options, particularly for seniors needing assistance.	High	Low	Low	High

Potential Partners + Stakeholders City/CFU, community, equipment suppliers + installers developers and developers builders, building supply stores, nursery, florists

Legend ■ Directly Focused on this Plan Driver ■ Reports to this Plan Driver ■ Conveys to this Plan Driver Topics ■ Champion ■ Support

Time N=Not-Term M=Mid-Term I=Long O=Ongoing ■ Investment T Time \$ Low \$ Mid \$ High ■ Value, M=Med, H=High, HF=Foundational, NQ=Not Quantifiable

Using This Plan *continued*

Figure 3. Action Set Chart

Action Sets bring together several, related individual plan actions as a grouping.

Action Sets do the following:

- Provide a description of specific actions.
- Identify basic logistics like the champions, benefit value and timeline for each action.
- Connect actions to Plan Drivers. A connection between a specific Plan Driver and actions is identified by a colored rectangle in the Plan Drivers & Co-Benefits chart. The level of intensity in which Drivers and actions connect is indicated by the color of the rectangle. Darker colors show higher levels of intensity and focus.
- See the graphic to the right for a description of each component of an Action Set chart.
- See page 20 for more detail on Timelines and Benefit Return Values / Paybacks.

Champions include Individuals , Community Stakeholders (Businesses, Organizations, Institutions), the City of Cedar Falls and Cedar Falls Utilities (CFU). Champions lead actions, and if funding is required, they would source the funding. Actions may be privately or publicly funded, or both.

Plan Drivers are based on community-wide input and define the essential qualities, outcomes and influencing factors that shape the plan.

The Co-benefits chart identifies which Plan Drivers an action is directed towards, and whether it is directly focused on a Driver, supports a Driver or meaningfully connects to a Driver.

Actions describe measures that address the Plan Drivers. The actions selected for the plan address multiple Drivers bringing the highest possible value and co-benefits to the greatest number of community members.

Time in Years:
 Near-term = 1-5,
 Mid-term = 5-15
 Long-Term = 15-30+
 Ongoing = Indefinite

Investment: Time (limited or no direct capital expenditure by the City of Cedar Falls), \$ Low \$\$ Medium or \$\$\$ High

Benefit Return Value and Payback:* M Medium, H High, HF Foundational for a prosperous future. NQ Not Effectively Quantifiable

*Establishing specific paybacks or investment dollars requires business plans and / or feasibility studies which are beyond the scope of this plan



Using This Plan *continued*

Figure 4. Action Set Chart

Benefit Return Value and Investment

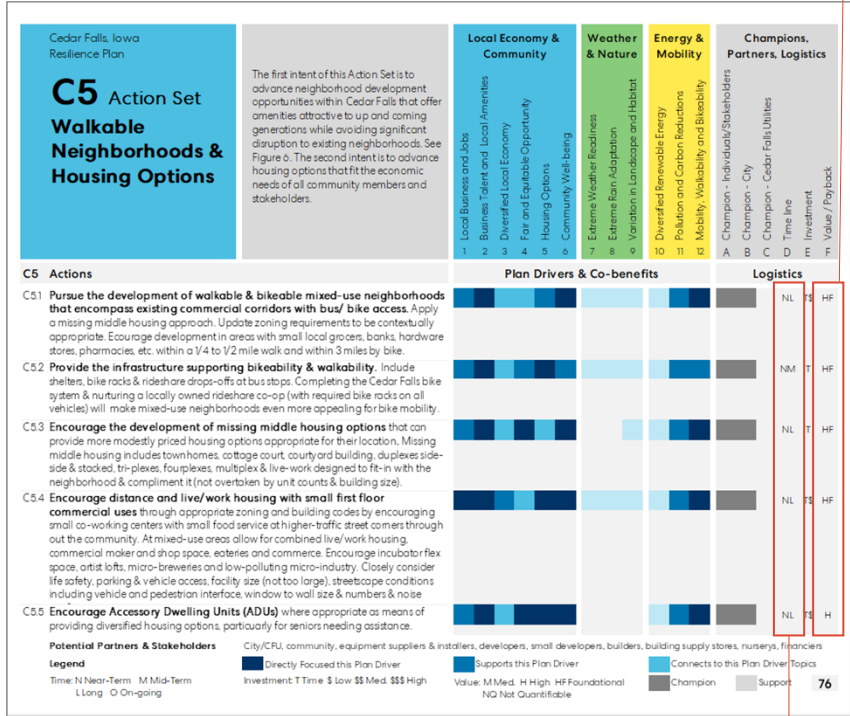
Not all benefits can be effectively measured in dollars and may be qualitative (non-measurable). For example, improved public safety, or quality of life benefits can be very difficult to quantify (with some exceptions). As a result, Benefit Return Value / Payback on an action is comprised of both monetary payback and qualitative value. Benefit Return Values are identified for individual actions as Low, Medium, High and High Foundational Value. Investment in actions are identified as Time, Low \$, Medium \$\$ and \$\$\$ High. Time is staff or community time committed to the project. \$ are capital expenditures – either public, private or both.

- Low Value actions have a low-dollar return and they are low-performing. Low Value actions are intentionally not included in the plan.
- Medium and High Value actions were considered for inclusion in the plan with High value actions being given priority.
- High Value Foundational (HF) investments are basic for improving community resilience and can deliver a solid return for the resources invested. HF investments frequently involve extended periods of time and may require on-going private, public and non-profit investments of time, dollars and other resources.

The plan’s overall Timeline extends for 30 years and beyond. As a result, activity levels for specific actions may vary over time. The Timeline indicates activity level variation by combining different Timeline indicators. See the note on the bottom left of this figure.

Action C5.4 “Encourage distance and live/work housing” can be used as an example. Action C5.4 will require staff time, and it may require some consulting expenses to assist with zoning and building code updates. It has a Time and Low \$ investment indicator (T\$); a Near-term / Long-term (NL) Timeline indicator and a High Foundational (HF) Benefit Return Value and Payback indicator.

Benefit Return Value and Payback provides an indicator of both monetary payback and qualitative value. See the Benefit Return Value and Investment description to the left for more details.



The Timeline indicates activity variations over time for specific actions by combining different time-lines. Examples:

- Near-term / Long-Term (NL) indicates early, focused activity with expected strong activity maintained overtime.
- “Near-term / On-going (NO) indicates focused activity early that may dial down, but does not cease over time.
- “Near-Term / Mid-Term indicates early focused activity with expected strong activity maintained for 5-15 years.



Plan Overview

Plan Overview

Resilience Overview

Cedar Falls has an abundance of resources and opportunities with a wealth of active and engaged citizens and organizations. This Resilience Plan recognizes the richness of that existing talent and works toward sewing a fabric of connections across topics important to the broader community of Cedar Falls. The plan is a community resource for individuals, community stakeholders, and the City of Cedar Falls. One goal of the plan is to allow the citizens, businesses, organizations, and institutions of Cedar Falls to see how their interests, goals, and aspirations can align, interconnect, and work together to create a more resilient present and future for Cedar Falls as a community.

Resilience is a broad topic that is larger than any one individual, business, or institution. It arises through the daily actions taken by all community members contributing in ways that best fit their knowledge, talent, and interests. In response, the plan identifies resiliency actions that can be taken or championed by individuals, community stakeholders, the City of Cedar Falls, and Cedar Falls Utilities (CFU).

Resilient communities have the capacity to resist and rebound from economic, social and physical disruptions. They are healthy, adaptable, and regenerative through a combination of redundancy and variation in resources, people, and perspectives. They have the foresight and the capacity to act on that foresight together. Yet they maintain a measure of self-reliance and independence among individuals and organizations. They can learn and evolve based on changing conditions, both individually and collectively as a community.

Resilient communities have four basic dimensions as outlined by the Rockefeller Foundation's 100 Resilient Cities program:

- Economy & Society
- Infrastructure & Environment
- Health & Wellbeing
- Leadership & Strategy

Resilience Plan Purpose & Approach

The purpose of the Cedar Falls Resilience Plan is to empower the community to maintain and improve quality of life, build prosperity and enhance community resilience. The plan is comprehensive, robust, knowledge driven, and innovative.

The plan is developed as a framework containing over 45 actions and goals that are accompanied by supporting narratives and graphics that expand on opportunities for implementing the actions. Here are three examples of actions and goals included in the resilience plan:

- Support local businesses and jobs
- Achieve communitywide Net Zero Carbon pollution by 2050 for electricity and natural gas
- Adapt to extreme rain events

The planning process extended across eight months and included 12 online workshops, two Townhall Meetings, and four public worksheets.

The information, ideas, and opinions gathered directly influenced the development of the actions and recommendations included in the plan. While participants may not directly see their suggestions or ideas written in the plan, every comment was considered and influenced the planning action strategies.

Several key issues, topics, and ideas emerged during the community engagement process. Issues were identified and prioritized (see Figure 5. on the next page). This Community input was vital to shaping the Plan Drivers and the Plan Action Sets. Plan Drivers organized into three categories creating the plan's essential framework for Resilience

Plan Drivers are described in detail starting on page 19.

Plan Overview *continued*

Priority Issues

Throughout the planning process, the community was asked to identify issues, topics, and ideas to include in the plan. Community input, along with other information, was used to help identify the actions and drivers in this plan. The chart offers community rated topics based on data from multiple surveys and worksheets.

Actions and recommendations included in the plan were identified and developed that are specifically appropriate to the opportunities and risks for Cedar Falls as both a city and a community. While each action may not be novel to Cedar Falls, the Action Sets and recommendations are collectively unique to Cedar Falls, and they have been adapted in specific ways that respond to the needs of Cedar Falls.

The final plan has a strong focus on local economics and jobs. Actions included in all three of the plans major categories improve the competitiveness of Cedar Falls as an attractive community to live, work, and thrive, now and in the future.

Cedar Falls Resilience Plan Topics Importance Identified by Community Participants

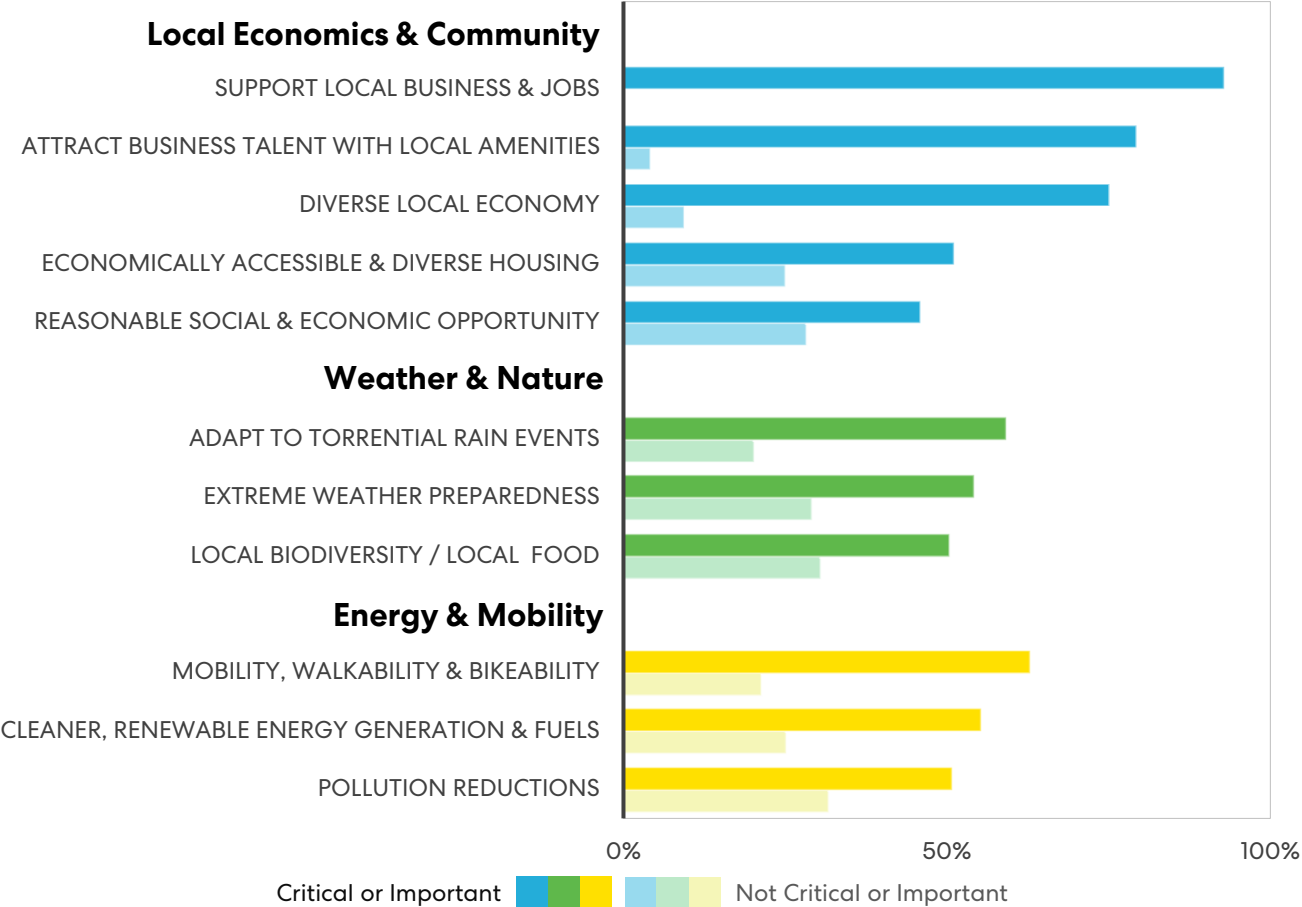


Figure 5. Priority Issues

Plan Drivers

About the Plan Drivers

Plan Drivers are based on community-wide input and define the essential qualities, outcomes and influencing factors that shape the plan.

Community resilience is not an attribute that arises from a single element, group or institution. It is related to multiple aspects of Cedar Falls as a community. Everything, from the built and natural environment, to the social and economic fabric, to individual people and businesses, contributes to community resilience. As a result, the Resilience Plan covers a wide range of issues that are pertinent to Cedar Falls.

Three key attributes were considered in developing the Plan Drivers for Cedar Falls:

- Is the Driver significant and important to the Community?
- Does the Driver play a vital role in community resilience, and does it support more than one Driver?
- Are there meaningful opportunities available for the community to take action in support of a Drivers' topics?

The Action List that immediately follows the Plan Drivers described here provides a summary of the identified Actions focused on each Driver. The Action Set charts found in the three Resilience Plan category sections offer additional guidance for each action. The charts also show how individual Actions support and connect with multiple Drivers.

Many actions and measures that can be taken to support the Drivers. Not all can be included in this Plan. The Plan highlights several Drivers that can be highly impactful and offer opportunity for action. Champions for taking action include individuals, stakeholders, the City of Cedar Falls and Cedar Falls Utilities.



Local Economics & Community Category

Support Local Business & Jobs

Supporting locally owned businesses is essential to maintaining the vitality of the Cedar Falls economy. Studies show that dollars spent at locally owned businesses double their local economic impact compared to dollars spent on non-locally owned businesses. That doubling power increases the local economic activity that generates new, local jobs.

Retain & Attract Business Talent with Local Amenities

Retaining and attracting bright, motivated employees, innovators and entrepreneurs is essential to maintaining a robust, dynamic and resilient local Cedar Falls economy. When deciding where to locate and live, up and coming generations and businesses are motivated not only by direct economic opportunities, but also by the quality of place and life making local amenities of all kinds essential to maintaining a resilient and expanding Cedar Falls economy. The community should encourage local start-ups and support existing local businesses while attracting new business to Cedar Falls with high-value local amenities.

Maintain a Diversified Local Economy

Encouraging multiple business types, sizes and owners is an important strategy for stabilizing local economies and communities. The strategy works like this: If a set of business types is slow due to economic change, other types may remain busy, helping to stabilize the local economy and improve its overall resilience.

Local Economics & Community

Figure 6. Plan Categories and Drivers

The Plan is organized around three primary categories: Local Economics & Community, Weather & Nature and Energy & Mobility.

The categories are focused on issues and actions addressing the Plan Drivers. Plan Drivers are derived from community-wide input and define the essential qualities, outcomes and influencing factors that shape the plan.



Local Economics & Community

Plan Drivers

- Support Local Business & Jobs
- Retain & Attract Business Talent with Local Amenities
- Maintain a Diversified Local Economy
- Provide Fair & Equitable Opportunity
- Develop Housing Options
- Maintain and improve Community Well-being



Weather & Nature

Plan Drivers

- Pursue Extreme Weather Readiness
- Pursue Extreme Rain Adaptation
- Improve Variation in Landscape Plantings & Habitat



Energy & Mobility

Plan Drivers

- Pursue Diversified Renewable Energy
- Pursue Pollution and Carbon Reductions
- Improve Mobility, Walkability & Bikeability

Plan Drivers *continued*

Provide Fair & Equitable Opportunity

Local economies are stronger when everyone in the community has purchasing power, access to opportunity and personal wellness. Ensuring that everyone in the Cedar Falls community has fair, equitable access to quality wages, jobs and amenities will help maintain a vibrant, resilient local economy.

Develop Housing Options

Maintaining a resilient local economy requires having housing options for people with a wide array of occupations and differing economic means and needs. Housing options also need to provide for various family sizes, differing generational needs and personal preferences.

Maintain and Improve Community Well-being

The Cedar Falls community will be its most resilient when individuals and the community are physically and mentally healthy, stable and vibrant. Factors important to well-being include fair and equitable access to opportunity, healthy food, clean air and a clean environment with access to nature and physical activity.



Weather & Nature

Pursue Extreme Weather Readiness

The weather in Cedar Falls and the region is changing and is expected to continue changing with increasingly extreme weather becoming a new normal. Issues of note include increased wind strength, heat, ice, hail and rain. Along with the information in this plan, the Black Hawk County Multi-jurisdictional Hazard Mitigation Plan is a valuable reference.

Pursue Extreme Rain Adaptation

Torrential rain events have been measurably increasing in strength and

frequency for the past 60 years. These events are creating a risk of localized urban flash flooding (not major flooding from the Cedar River). The community-wide existing stormwater infrastructure will need to be incrementally adapted and new infrastructure will need to be right-sized for the new conditions.

Improve Variation in Landscape Plantings & Habitat

The slow, continued loss of variation in local plants and wildlife is weakening the resilience of local and regional natural systems. Natural systems provide important, cost-effective services that can be taken for granted like filtering pollutants from surface and ground water, pollinating plants, and providing natural beauty to Cedar Falls. Native and adapted plantings are better suited to the local weather, and they are inherently more resistant to local diseases and insects



Energy & Mobility

Pursue Diversified Renewable Energy & Conservation

Energy security and pollution reductions require expanding the use of wind and solar based energy. These energy resources are now some of the most cost-effective energy sources available, and they can be highly effective when properly engineered.

Pursue Lower-Polluting, Carbon Neutral Energy

Pollution degrades human health and quality of life. Effectively managing energy sources and resources can dramatically reduce pollution and it's impacts on people and nature.

Improve Mobility, Walkability & Bikeability

Alternative mobility, walking and biking improves individual and community wide wellness and fair access to transportation. They are valued amenities for up-and-coming generations of business talent.



Action List

C Local Economics & Community

C1 Action Set: Resilience Coordinators

- C1.1 Identify existing positions at both the City of Cedar Falls & Cedar Falls Utilities to oversee and coordinate the Plan Actions
- C1.2 The coordinators will facilitate a community-wide Resilience Network
- C1.3 The coordinators will help identify community champions & advocate for Resilience Plan actions
- C1.4 The coordinators will monitor and track Resilience Plan progress
- C1.5 The coordinators will help organize internal resources of the City and Cedar Falls Utilities for facilitating the Resilience Plan

C2 Action Set: Key Resilience Co-benefits

- C2.1 Expand the local economy by encouraging businesses to provide and develop services and products supporting the Plan
- C2.2 Support access to housing with zoning changes for context appropriate, economically diversified & energy efficient housing
- C2.3 Support mobility options by implementing the Bike-Pedstrian Plan complemented by rideshare services & existing bus routes.
- C2.4 Support access to green space with Blue-green Corridors following water ways and natural areas

C3 Action Set: Champion Cedar Falls

- C3.1 Actively keep Cedar Falls resilient by avoiding economic and environmental risk
- C3.2 Continue to maintain balanced & equitable policy, code, tax and regulatory requirements
- C3.3 Utilize the new Resilience Network to help promote fair, equitable access and opportunity for all members of the community

C4 Action Set: Champion Local Business

- C4.1 Actively continue advancing the development of amenities in Cedar Falls to attract visitors, business talent and entrepreneurs
- C4.2 Solicit local champions to develop a printed, and device friendly online descriptive finder & map
- C4.3 Utilize the Resilience Networking in support of local, for profit and non-profit, business development initiatives and start-ups

C5 Action Set: Walkable Neighborhoods & Housing Options

- C5.1 Develop mixed-use bikeable / walkable neighborhoods encompassing existing commercial corridors
- C5.2 Pursue robust bikeability within mixed-use opportunity neighborhoods
- C5.3 Encourage the development of missing middle housing options
- C5.4 Encourage distance and live/work housing with small first floor commercial uses
- C5.5 Encourage Accessory Dwelling Units (ADUs)



Action List

Weather & Nature

W1 Action Set: Extreme Weather Readiness

- W1.1 Plan for increasingly extreme wind events from derechos, thunderstorms and tornadoes
- W1.2 Plan for increasingly extreme rainfall events that bring extended torrential rains
- W1.3 Plan for warming temperatures as indicated by shifting Hardiness Zones and weather data
- W1.4 Explore emergency back-up energy for essential facilities and services

W2 Action Set: Blue-Green Natural Corridors: Co-Benefits

- W2.1 Enhance the co-benefits of the city's waterway and green space network
- W2.2 Create Blue-green corridor hubs co-locating stormwater management and outdoor recreation & mobility options
- W2.3 Link corridors for natural vitality and rainwater management and biking
- W2.4 Incrementally add pollinator and bird friendly native & adapted plantings and trees

W3 Action Set: Blue-Green Natural Corridors: Co-Benefits

- W3.1 Increase the existing stormwater system capacity to manage new development & increasing extreme rainfall volumes
- W3.2 Economically manage stormwater using a combination of site and district level approaches across Cedar Falls
- W3.3 Incrementally increase available green space and stormwater capacity in already developed areas
- W3.4 Reduce barriers to regional stormwater management

W4 Action Set: Extreme Rainfall Management

- W4.1 During Capital Improvement Planning, perform an urban flash flooding risk screen
- W4.2 Proactively improve extreme rainfall readiness
- W4.3 Manage extreme rain stormwater flows upstream from already developed neighborhoods

W5 Action Set: Beneficial Yardscapes + Landscapes

- W5.1 Use a variety of native & adapted plantings and trees for residential and commercial yards and public landscapes
- W5.2 Increase pollinator and bird habitat using native and adapted plantings
- W5.3 Plan for a an ongoing shift in the Hardiness Growing Zone
- W5.4 Encourage rainwater harvesting for irrigation and habitat areas
- W5.5 Reduce the use of pesticides and herbicides by growing native & adapted plants



E Action List

Energy & Mobility

E1 Action Set: Residential Energy Efficiency

- E1.1 Voluntary energy use reduction programs for existing and new homes
- E1.2 Continue voluntary energy audits
- E1.3 Explore energy efficiency loan and community grant programs for Cedar Falls residents
- E1.4 Coordinate energy efficiency programs with neighborhood revitalization efforts and community development block grants
- E1.5 Continue with Cedar Falls Utilities efficiency programs

E2 Action Set: Commercial & Industrial Energy Efficiency

- E2.1 Voluntary energy use reduction for existing and new commercial and industrial buildings
- E2.2 Execute energy efficiency actions for existing city and public facilities
- E2.3 Continue voluntary commercial building energy audits and energy modeling
- E2.4 Continue voluntary energy audits for industrial facilities
- E2.5 Support on-site renewable energy on existing and new public and private facilities
- E2.6 Continue support for the installation and connection of renewable generation systems to CFU's electric grid

E3 Action Set: Lower-Polluting Carbon Neutral Energy & Conservation

- E3.1 Community-wide pollution and carbon reductions from electricity use - carbon neutral by 2050
- E3.2 Support customer owned renewable resources
- E3.3 Evaluate increased market energy purchases to take advantage of Iowa's growing renewable resources
- E3.4 Evaluate low-emission, renewable generation supply and transmission options both locally and regionally
- E3.5 Continue to invest in the resiliency of Cedar Falls Utilities owned infrastructure



Action List

E Energy & Mobility *continued*

E4 Action Set: Lower-Polluting Carbon Neutral Heating Energy

- E4.1 Community-wide pollution and carbon reductions from Cedar Falls Utilities provided electricity and natural gas
- E4.2 Pursue alternative natural gas options

E5 Action Set: Lower Polluting, Mobility Options

- E5.1 Incrementally convert City and Cedar Falls Utilities fleet to hybrid electric or electric vehicles
- E5.2 Promote voluntary use of hybrid electric and electric vehicles in the community (EV's)
- E5.3 Continue to support an EV charging station program
- E5.4 Continue to support electrification/low emission alternatives to ICE (Internal Combustion Engines)
- E5.5 Explore development of a local rideshare co-op or private program
- E5.6 Complete the bike trail and commuter routes in Cedar Falls - refer to the Bike-Pedestrian Plan

E6 Action Set: Landfill Waste Reduction and Diversion

- E6.1 Pursue incremental advancement towards Zero Waste by 2070
- E6.2 Encourage economic development of the local circular economy
- E6.3 Explore a voluntary curbside composting co-op operated by local farmer
- E6.4 Encourage a Consumer Campaign promoting voluntary plastic waste and waste use-reductions



Local Economics & Community

Local Economics & Community

Expanding the Local Economy & Jobs

Community participants in the resilience plan development collectively agreed on three top resilience issues:

- Supporting local business and jobs
- Attracting business talent with local amenities
- A diverse economy

These three issues create an interconnected system where it is hard to have any of them without all three. Cedar Falls is a prosperous community with a robust set of amenities that any city in America would be fortunate to have: a vibrant downtown, the arts and culture associated with University of Northern Iowa (UNI), fast broadband, a robust bike trails system, an eye towards environmental stewardship, access to nature, modest cost housing, a bikeable city, walkable neighborhoods, and an entrepreneurial spirit.

Cedar Falls has a lot of great amenities in place. However, the competition for new business talent, aspiring entrepreneurs, and innovators is steep. Maintaining a vibrant, amenities-rich, diversified local economy with good jobs requires constant investment.

In today's economic environment, most businesses are looking for more than a low-cost place to conduct their activities. They need a location that is itself prosperous and stable, and they are looking for a competent workforce. In short, they need a location that can attract the talent and employees that will make their business a success.

They are also looking for communities that can effectively balance the needs of the community at large so that it is a vibrant and lush place to live while meeting the needs of its individual businesses and individuals. Cedar Falls has a long and successful history of doing that, and it should continue to pursue that legacy.

Expanding Cedar Falls Amenities

Aside from offering the typical tax subsidies and promoting local businesses, a critical action that Cedar Falls can take to drive its local economy forward and attract business talent is to offer the kinds of amenities that companies and business talent are pursuing.

The fact that Cedar Falls already has a lot to offer means it has the potential to provide even more. In other words, Cedar Falls has the potential to be even more competitive in the region and nationally than it is today. This can be done while maintaining a desirable City for the current residents of Cedar Falls, and while creating local jobs and business in pursuit of attracting even more.

The amenities offered by the Cedar Falls community establish a robust platform and a rich set of opportunities for building forward into the future. They are all amenities important to the up-and-coming generations of business talent being pursued. While Downtown, UNI, and fast broadband are all being tended to, there are opportunities available that could be leveraged.

For example, local wind power, access to biomass, and local control of municipal utilities have Cedar Falls poised to be a national leader in low-carbon renewable energy. Clean energy can be a solid signal to up-and-coming business talent who take pollution and environmental issues very seriously as a group. The rich agricultural lands and availability of water are resources that will be of very high value as the weather across North America increasingly becomes hotter, dryer, and more extreme on the coasts making Cedar Falls a great place to locate.

Local Economics & Community

Figure 7. New Mixed-Use Neighborhoods

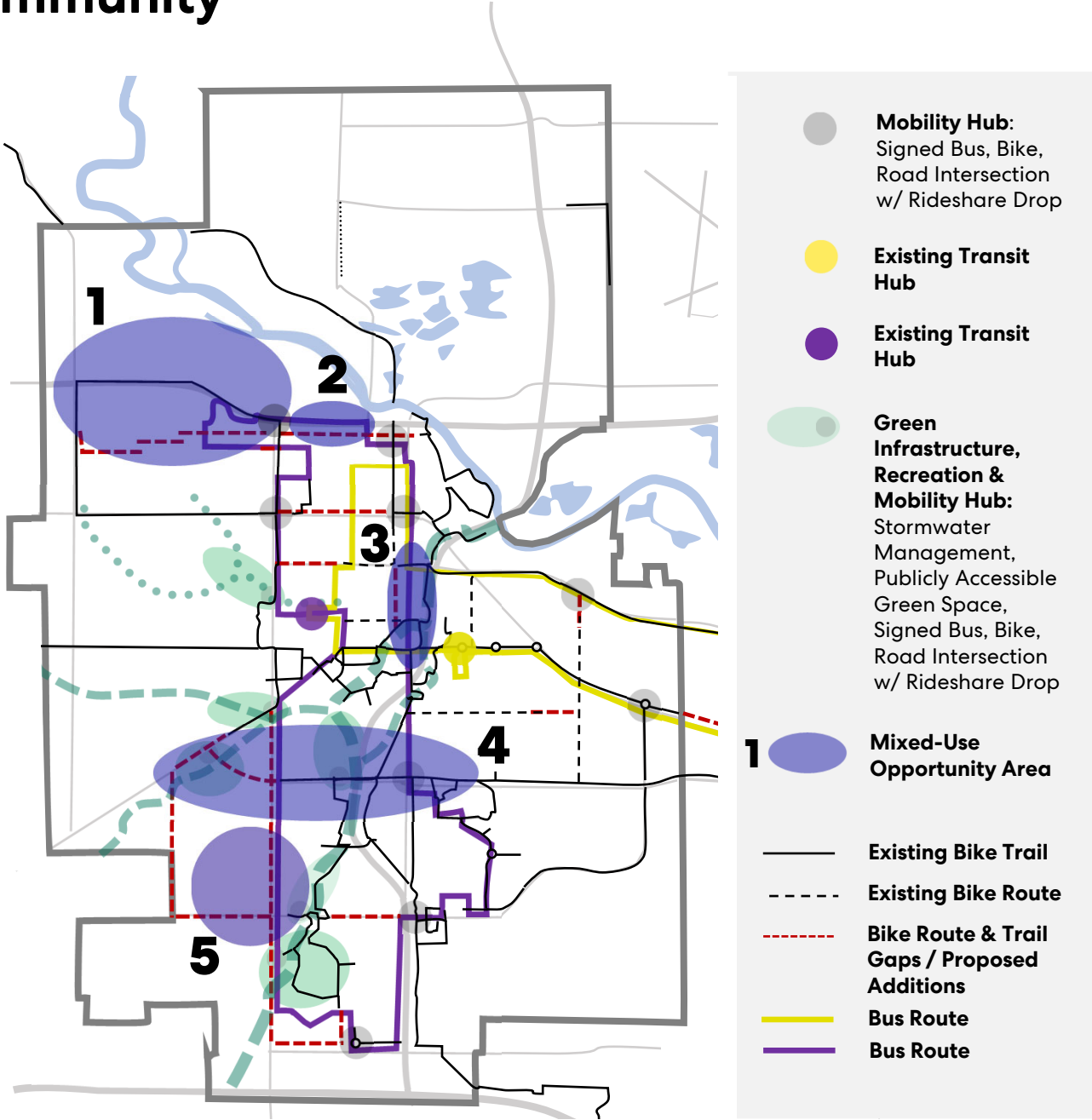
A significant opportunity for creating more high-value amenities attractive to business talent is in mixed-use neighborhoods. Generating more mixed-use neighborhoods with all the basics nearby would be a strong draw to business talent.

Bikeable/walkable neighborhoods with modestly priced 'missing middle' housing, a local grocery with healthy food, a pharmacy, bank, hardware store, entertainment, and employers are high-value amenities for attracting business talent. Working in the neighborhood within a 1/2 mile of your residence or within three miles by bike is a valued amenity.

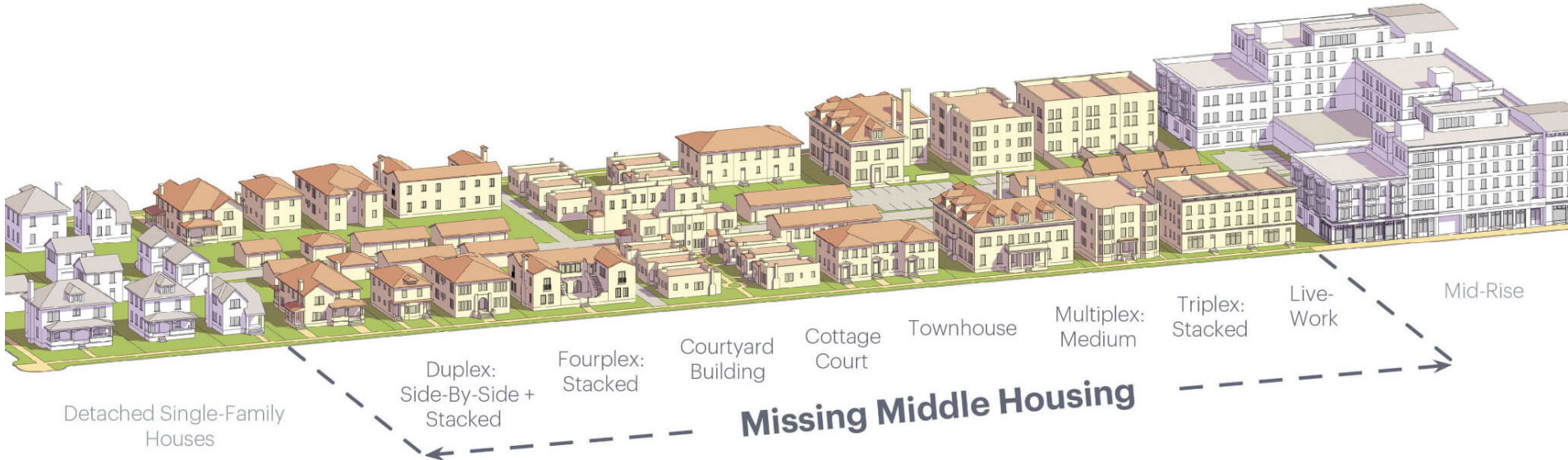
There are at least five opportunities to create these types of mixed-use neighborhoods in Cedar Falls without disrupting local neighborhoods.

Areas #1, #2, #4 and #5 are currently mixed use and should be further promoted.

Area #3 Main Street has been re-envisioned going from four lanes to a three-lane corridor with bike lanes and wider sidewalks.



Local Economics & Community



Missing Middle Housing concept created by Opticos Design, Inc.
 For more info visit www.missingmiddlehousing.com
 Copyright Opticos Design 2020. Used By Permission.

Figure 8. Missing Middle Housing

The term “Missing Middle Housing,” is a transformative concept that highlights a time-proven and time-honored way to provide housing and more housing choices in resilient, walkable places.

Missing Middle Housing: House-scale buildings with multiple units in bikeable walkable neighborhoods

These building types, such as duplexes, fourplexes, cottage courts, and courtyard buildings, provide diverse housing options and support locally-serving retail and mobility options. They are called “Missing” because they have typically not been built due to zoning laws since the mid-1940s and these are called “Middle” because they sit in the middle of a spectrum between detached single-family homes and mid to high-rise apartment buildings in terms of form, scale, number of units, and often, cost. In the diagram above, the Missing Middle types are shown in yellow showing many housing options in between the single-family homes and higher intensity apartment buildings shown in white.

Adapted from Opticos Design founder Daniel Parolek.

Local Economics & Community

Figure 9. Blue-green Corridors

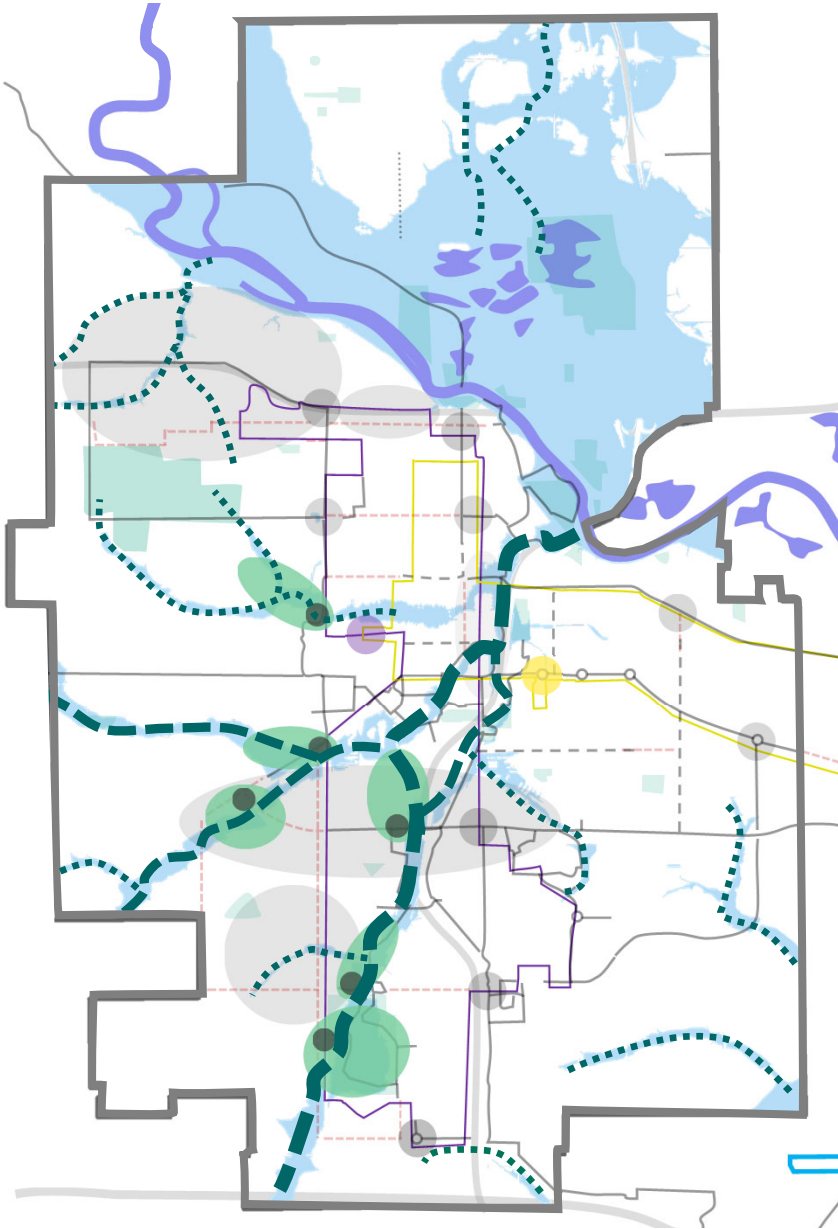
For the purpose of this plan, a Blue-green Corridor is defined as “privately or publicly owned corridors of open space which often follow natural land or water features which are primarily managed to protect and enhance natural resources, provide recreation and mobility.”

Refer to the City of Cedar Falls Environmentally Sensitive Lands Survey and Comprehensive Plan for additional recommendations on greenway Corridors and natural areas.

The bikeable/ walkable mixed-use neighborhoods with modestly priced housing and essential amenities close at hand can be made genuinely robust with Blue-green Corridors that offer quick and easy access to nature, recreational biking, and relaxation. The Corridors can support Cedar Fall’s Bird Friendly designation, the 9th in the state.

It is becoming evident that extreme weather events are a new norm and will most likely become even worse in the future. Safety from the ravages of extreme weather will be increasingly critical.

Blue-green Corridors provide an opportunity to effectively manage extreme rain and localized flash flooding by expanding the use of green-infrastructure while providing habitat for birds, endangered pollinators, access to nature, and recreation. Managing the extreme rain events where Cedar Falls is at



Local Economics & Community



NORTH CEDAR Neighborhood

The **historic and beautiful** North Cedar Neighborhood is as much a destination as it is a neighborhood. **We live here, we work here, and we play here.** With your help, we can make sure ALL Cedar Falls Citizens and visitors feel welcome.

If you are looking for a new place to call home or to set up shop, look no further than North Cedar. Once you get a taste of what life in North Cedar is like, you will understand the **passion for the community** the neighborhood has.

We want our neighborhood to continue to be an **attractive, vibrant part of Cedar Falls**. We want to keep our neighborhood school thriving. We want to make sure we stay on the map. In 2016, planning began for the **Center Street Corridor Improvements**. In 2017, there was a public information meeting which proved to be a very exciting opportunity for North Cedar. We are ready...**in 2022 the project will finally begin!**

What will we see and how will it feel?

- Establish a sense of place for all to enjoy
- Add beautiful and inviting landscaping
- Slow speeds and make them safer for school children and the neighborhood

What are the framework plan elements with the 2022 project?

- Curb and gutter
- Brick pavers (selected locations)
- Bioswales
- Trees
- Gravel removed
- Sidewalk and driveway replacements (east side)
- Amenities (provided fundraising is successful):
 - Decorative lights
 - Hubs (Benches, bike rack, trash receptacles)



What is the total Project Costs?

Base Project	\$1,420,000
Standard Lighting	\$170,000
Amenities	\$160,000
Fundraising request:	\$54,730 (3.13% of total project)



Existing Green Avenue

Proposed Streetscape at Green Avenue

Figure 10: Center Street Corridor Improvement Project

The Center Street Corridor Improvement Project, as describe in the flyer on the left, is a project that incorporates elements of a blue-green corridor to increase the vibrancy of Center Street as a corridor for the North Cedar Neighborhood and the community.

Blue-green corridors integrate the infrastructure needs of a community within a more natural environment. Blue-green corridors provide infrastructure supporting all modes of transportation; pedestrian, biking, and automobiles. Blue-green corridors support plant, bird, and insect populations while managing the runoff from paved surfaces. In addition, the use of Blue-green infrastructure can be a cost effective solution for managing storm water by eliminating some or all of the underground sewer network. Blue-green infrastructure has maintenance costs, but the maintenance is typically less than the cost associated with gray infrastructure.

The Center Street Corridor Improvement Project is occurring in two phases. A multi-use trail along the west side of Center Street from Cottage Row Road north to Lone Tree Road was completed in 2019. It completed a loop connecting the neighborhood to Downtown and Black Hawk Park. The second phase is slated for 2022 adding bioswales and amenities. Curbs will be added from Thomas Street south to Western Avenue. Sidewalks will be added, where missing, along the east side of Center Street in that area that continues connecting the surrounding neighborhood to the trail, which will improve pedestrian connectivity to the trail.

The project will incorporate trees and native plants in a roadside swale to provide a natural system to manage, filter, and absorb some of the run-off from Center Street. The project will also improve the aesthetics of the street corridor by adding trees and plants to the streetscape.

Local Economics & Community

Blue-Green Corridors *Continued*

risk of localized flash flooding is important for public safety and economic prosperity. Business talent and owners seek stability, along with opportunity when shopping for their hometown. See the Weather & Nature category for more information on Blue-green Corridors and flash flooding risks.

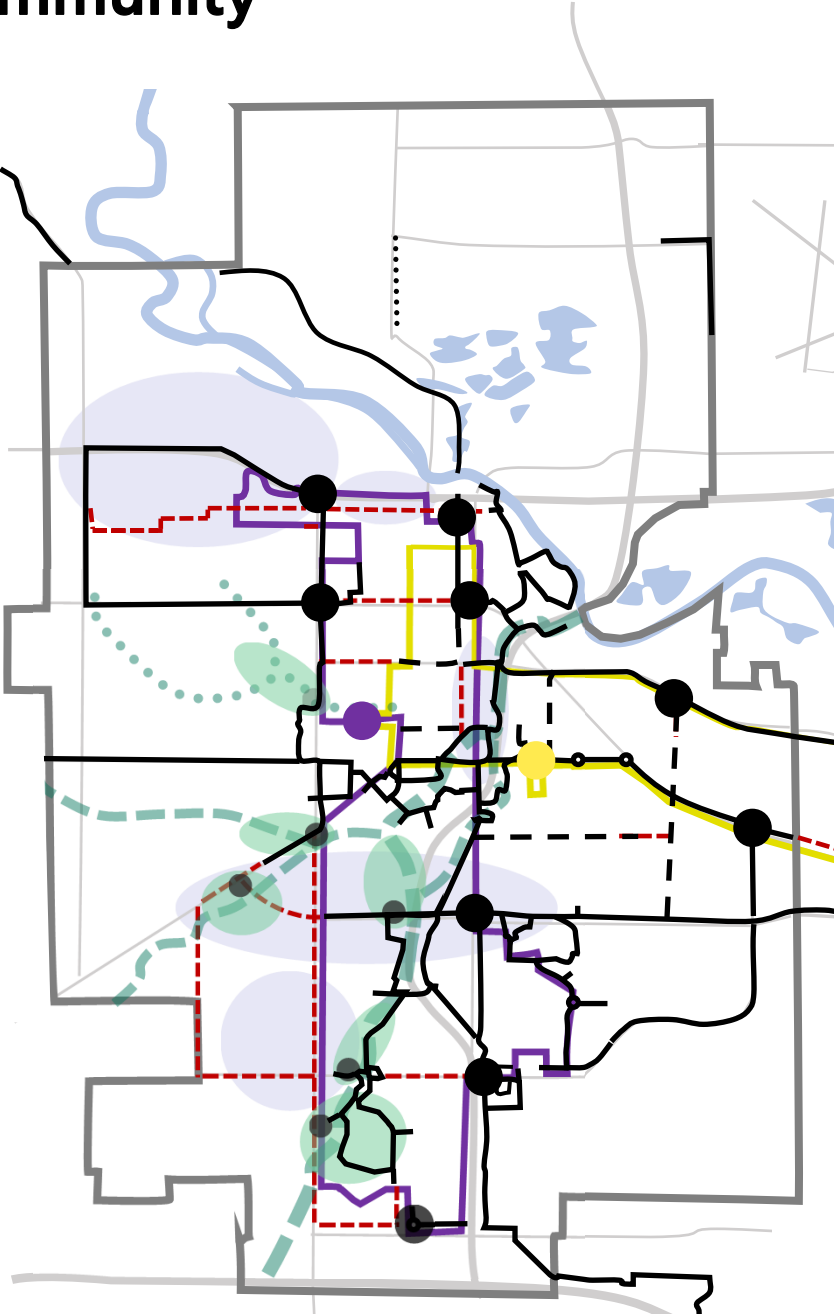
Figure 11. Bikeable/Walkable Communities

Bikeable, walkable communities are high-value amenities for attracting up and coming business talent. Walkability and bikeability also ranked high on the list of requests during the resilience planning process, coming in 4th on the list of plan priorities, just after a diversified economy.

Bikeable, walkable amenities go beyond sidewalks to include safety, comfort and aesthetic features such as:

- Painted crosswalks, bike lanes and bike racks.
- Reduced vehicle speed.
- Traffic calming using narrower streets or intersections.
- Trees for aesthetics and shade.
- Multiple businesses and services that are closely spaced, connected with sidewalks, and located near individual neighborhoods.

The existing bike trail system and the Bike Pedestrian Plan can create the backbone of a more robust and reliable mobility option for



- **Mobility Hub:**
Signed Bus, Bike, Road Intersection w/ Rideshare Drop
- **Existing Transit Hub**
- **Existing Transit Hub**
- **Green Infrastructure, Recreation & Mobility Hub:**
Stormwater Management, Publicly Accessible Green Space, Signed Bus, Bike, Road Intersection w/ Rideshare Drop
- **Mixed-Use Opportunity Area**
- **Existing Bike Trail**
- - - **Existing Bike Route**
- - - **Bike Route & Trail Gaps / Proposed Additions**
- **Bus Route**
- **Bus Route**

Local Economics & Community

commuting much of the year. The system would include major elements such as:

- A complete commuter bike route and trail system eliminating dead ends or gaps.
- A privately owned hybrid vehicle rideshare system/co-op with commuter bike racks
- The existing bus routes with bike carriers

Resilient Technologies and Local Economics

Everything in the plan can contribute directly to local jobs and the local economy. All of the actions are good for business and the local economy. For example, wind turbine mechanic is the fastest-growing job in the U.S. Solar power installer is not far behind. Making the Cedar Falls electric grid a state of the art, resilient, and carbon neutral power grid can provide quality, local jobs and increased skills that can be exported around the region. This can be an innovation engine and magnet for resilient technology start-ups. Renewable energy and micro-grids are discussed further in the Energy & Mobility Category.

Renewable electricity is now the cheapest way to generate electricity. By expanding the use of renewable energy, Cedar Falls Utilities can continue to offer low-cost energy for residents and commercial customers. This is particularly important for attracting electricity-intensive industries. Unlike fossil fuels in Iowa, renewable electricity can be locally generated and the equipment can be locally maintained by people in Cedar Falls and the region. Renewable energy jobs frequently offer a living/family-wage.

Green infrastructure for managing stormwater can be more cost-efficient to build than grey infrastructure and it can be cheaper to maintain, but it does require ongoing maintenance. It can provide steady jobs along with natural beauty and essential bird and pollinator habitat while reducing the ravages of torrential rain on the city and its neighborhoods.

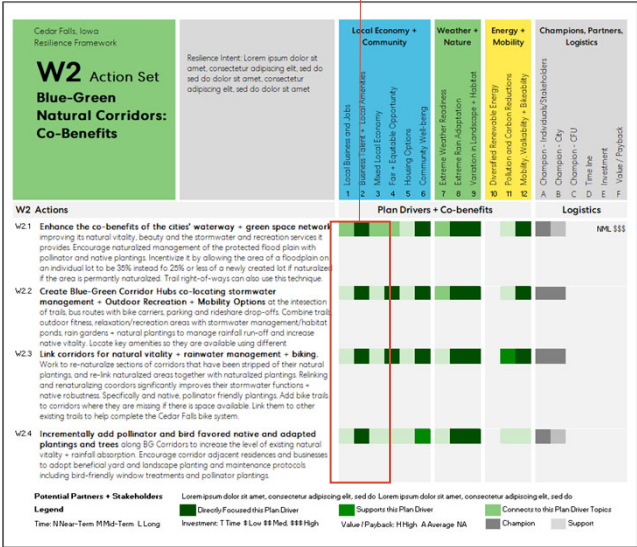
The Weather & Nature and Energy & Mobility categories are filled with local job and business opportunities, from the construction of energy-efficient homes and green infrastructure to repairing wind turbines and bikes, to selling electric vehicles, for example.

The voluntary use of hybrid and electric vehicles can have a positive impact on the local economy and job opportunities of Cedar Falls through the use of regionally produced and distributed wind and solar-generated electricity, sold through Cedar Falls Utilities instead of petroleum produced and imported from other regions of North America and beyond.

Local Business, Jobs and a Locally Diversified Economy

All three Resilience Plan Categories including Water & Nature and Energy & Mobility support the top three plan drivers focused on jobs and the local economy.

Look at the Action Set charts in all three Resilience Plan categories to identify actions that support local business, attract business talent and support a diversified local economy





Weather & Nature

Weather & Nature

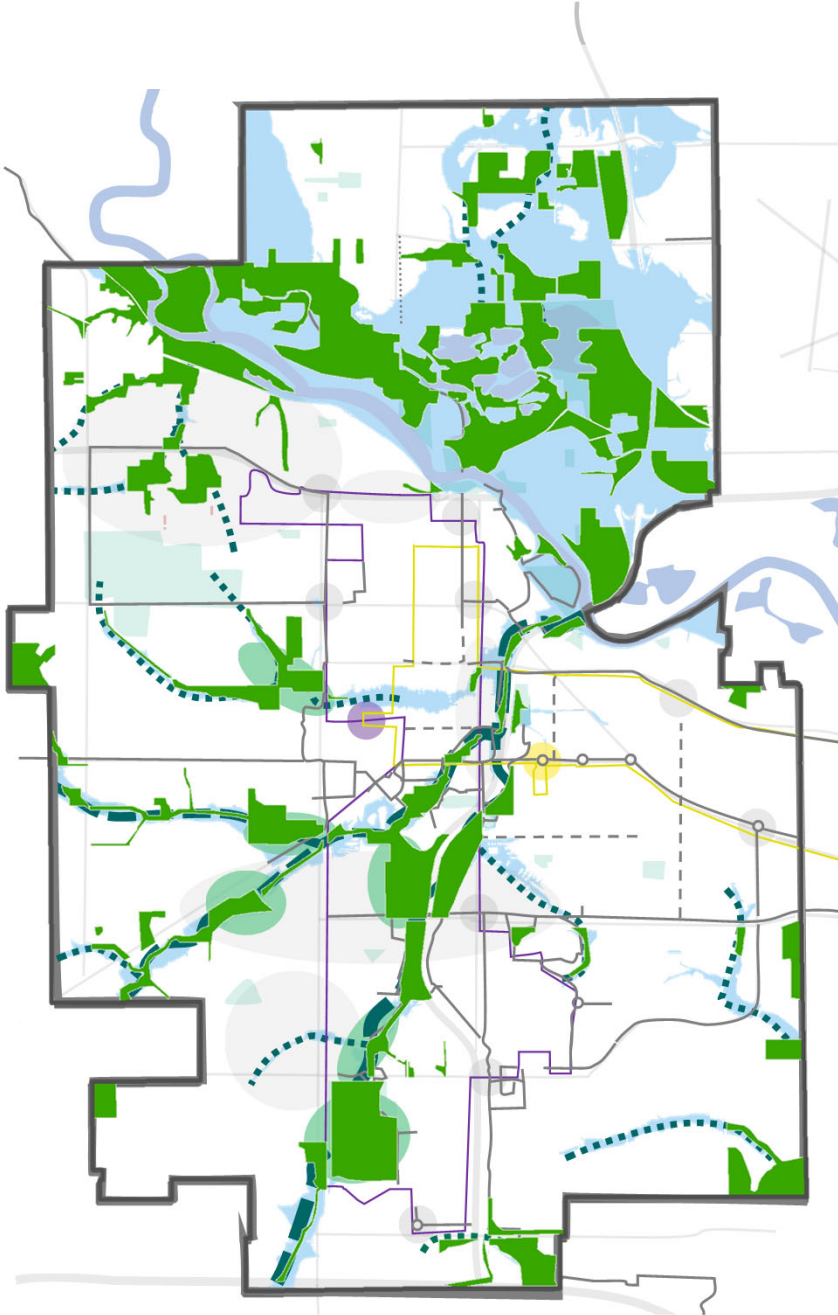
Figure 12.
An Abundance of Natural Amenities

Cedar Falls has a bounty of natural resources and amenities that are both public and private. George Wyth State Park is a notable public amenity across the Cedar River east of downtown. The Cedar River and the network of green spaces along its streams and tributaries are also significant amenities that are comprised of both public and private land.

Public amenities begin to offer excellent, immediate natural outdoor opportunities just outside Cedar Falls residents' door. They are high-value amenities for attracting talent, regionally and nationally, which is high on the list of priorities for Resilience Plan participants. Private land-owners can be encouraged to voluntarily implement land-management practices that support the vitality of the corridors. See the Action Sets and recommendations included throughout the Plan for more information.

The Opportunity of Blue-green Corridors

The streams and tributaries of the Cedar River offer substantial opportunities for multi-functional adaptation. They can be extended, improving their network to provide added recreation, bike commuting, and natural areas while managing stormwater from future



Weather & Nature

Blue-green Corridors *continued*

development and rain events resulting from the shift in weather.

There are excellent opportunities available for continuing the work on the bike route system. Eliminating dead ends, filling short gaps, expanding wayfinding and using the City’s low-volume grided street pattern will make the bike system to be more effective for commuting. Enhancing the bike route system can be coupled with a locally operated hybrid vehicle rideshare system equipped with commuter bike racks. Combined with the bike carriers on the bus system, this could make bike commuting much more feasible and reliable in Cedar Falls.

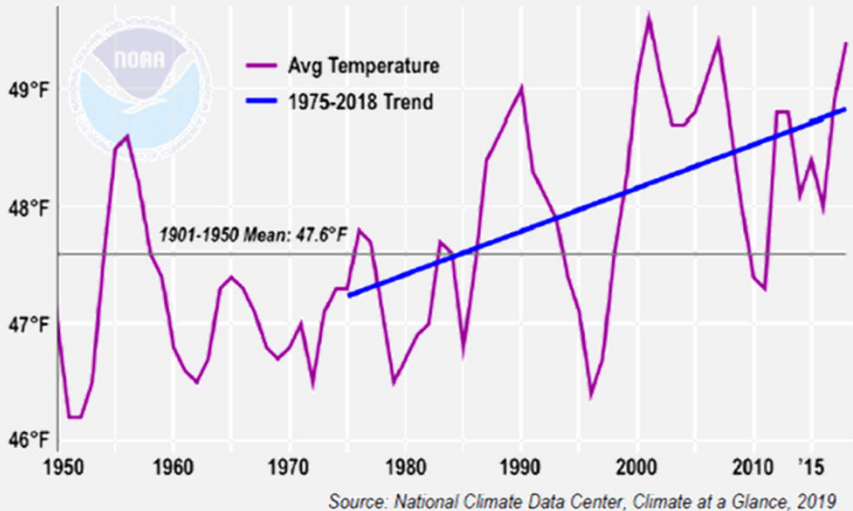
Along with containing some of the city’s existing bike trails, Blue-green corridors can intersect with other bike trails, the bus system, and city streets. These intersections offer an opportunity to co-locate amenities: Green stormwater infrastructure, recreation, and mobility options.

The land area surrounding the Blue-green corridors typically falls within the regulated, undevelopable floodplain and can offer space for trails and naturalization if they are not already natural. Many areas already have trails. Trail or conservation easements can be swapped for development privileges, allowing a more significant percentage of newly platted but not developable lot area to be in the floodplain (if the area is designated a permanent natural area).

Existing natural areas can potentially be enriched with native and adapted species to increase the variation in plants and reduce the need for pesticides which can protect pollinators and wildlife. These areas can also provide excellent habitat for pollinators. One of the best pollinators in North America and a native of Iowa is the Rusty Patched bumble bee. The Rusty Patched is on the endangered list and most of its remaining habitat is in urban areas. Pollinators are an essential part of the food and agriculture system providing irreplaceable and high-value services worth billions of dollars.

Figure 13. Iowa Temperatures are Increasing

Figure 1. Temperatures in Iowa are already increasing
Iowa, Average Temperature, 48-Month Period Ending in December



The weather is warming in Iowa and all indications are it will continue to do so. See the ‘Energy & Mobility’ category for more information on warming weather trends. The warming trend effects the moisture quantities in the air influencing both rainfall amounts and wind speeds during storms. Wind speeds such as those in the 2020 Derecho are accelerated by increased atmospheric energy contained in more moist air. The more moisture, the more energy.

Weather & Nature

The Risk of Flooding

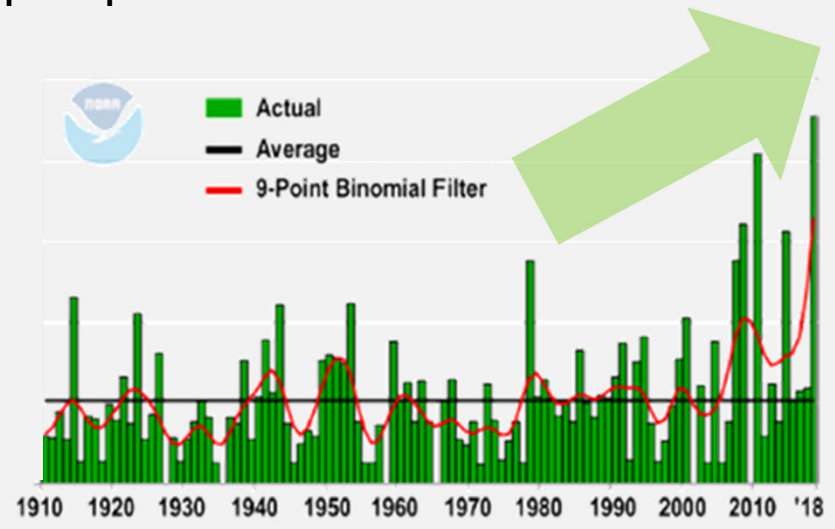
The City of Cedar Falls has done an outstanding job of managing riverine flooding of the Cedar River and its tributaries. The City regulates riverine flooding in the 500-year (0.2% annual chance) floodplain, which is a wise and prudent choice. Building floor elevations are tied to the 500-year flood event and development is limited in the flood plain. The City also has an active buyout program to mitigate property owners' costs to move homes and businesses out of harm's way, and for setting aside land for the floodplain storage as well.

Unfortunately, torrential rain events are now becoming more and more prevalent. This change in rain patterns is causing extreme, localized flash flooding across the region (see Figure 14). Flash flooding is a rapid influx of water in low-lying areas, channels, streams, streets, roads, yards and other locations. Noticeable volumes of water can collect in places not normally thought of as being at risk. It can be pools of water but is often moving or dangerously fast moving.

Newer design criteria (NOAA Atlas 14) include more recent rainfall data showing that the depth of rainfall for a given yearly occurrence is greater than previous 20th-century data (TP-40). Future uncertainty exists. The design and engineering criteria for rainfall may increase further in the future when new years of data are incorporated (for example, mid-century projections indicating Atlas 14 may be under-representing the potential for the frequency and magnitude of extreme storms)

Localized "urban" flash flooding is expected to continue and the City as a whole will need to adapt. Some areas of the City lack storm water pipes and rely on the streets to drain it away the rainfall. In other cases, the system was designed under different precipitation conditions than are present today. The capacity of the current stormwater system will need to be incrementally increased over time.

Figure 14. Upper-Midwest One-Day Extremes, April-September



Source: National Climate Data Center, Climate Extremes Index, 2019

The Upper-Midwest has experienced a 42% increase in the amount of rain during major rain events over the past 40 years

The weather has been measurably warming in Cedar Falls and Iowa (see Figure 13). As a result of the warming, the air holds more moisture and the Jet Stream has slowed. As a result, major rain events are larger than in the past and sometimes slower to move on. Over the past 40 years there has been a 42% increase in the amount of measured rain falling during days ranking in the upper 1% of annual precipitation events.

Major rain events are likely to become even more extreme as temperatures continue to rise (see Figure 13 and 14). Existing stormwater systems are designed to manage rainfall quantities from the past, not the new rainfall amounts being recorded today or anticipated in the future. Stormwater management is an important issue now and into the future for Cedar Falls.

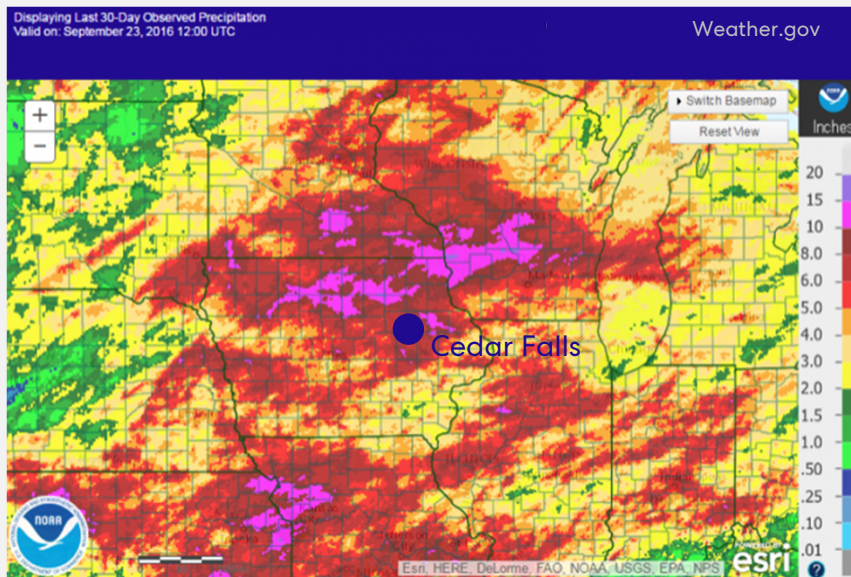
Weather & Nature

Risk of Flooding *continued*

The City is conducting drainage basin studies and will be using that to systematically make improvements. The City has been making these improvements as roads, and other infrastructure is reconstructed. That work should continue, and the effort should be expanded using both green and conventional stormwater infrastructure.

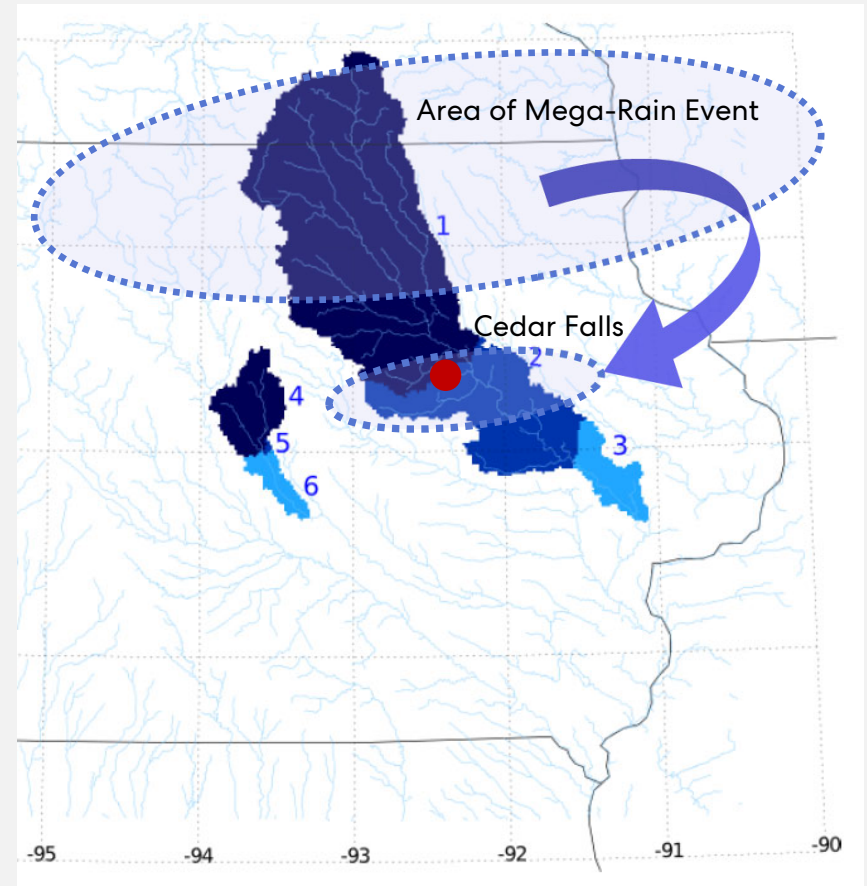
Extreme Storms & Urban Flash Flooding Risk

Figure 15. 2016 Mega-Rain



Heavy Rainfall in Late September 2016 deluged parts of the Upper Midwest, including Northern Iowa where 5-15 inches of rain fell over several weeks. The primary rain event missed Cedar Falls.

Figure 16. 2016 Primary Mega-Rain Event missed Cedar Falls



If the 2016 primary mega-rain event was centered over Cedar Falls and the local watershed, localized urban flash flooding would have been a likely result.

Weather & Nature

	Technical Paper 40 (TP-40) ⁴ (Cedar Falls)	Bulletin 71C Rainfall Midwest ³ (Cedar Falls)	NOAA Atlas-14 ² (Cedar Falls)	NOAA Atlas-14 ² (Cedar Falls)	NOAA Atlas-14 ² (Cedar Falls)	Northeast IA September, 2016 Rainfall (Actual)	Mid-Century Dakota County, MN ¹ Projection
Period of Record	1940-1958	1948 - 1992	1980 - 2010	1980 - 2010	1980 - 2010		
			90-Percent Confidence Limit		90-Percent Confidence Limit		
Event Recurrence		inches rainfall	inches rainfall (low-end)	inches rainfall (avg)	inches rainfall (high-end)		
1-year X 24-hour			2.36	2.64	3.01		
2-year X 24-hour		2.9	2.74	3.06	3.49		
10-year X 24-hour		4.2	3.99	4.5	5.15		
100-year X 24-hour	6.3	6.5	6.02	7.33	9.03		8.81 (2050's)
500-year X 24-hour			7.46	9.78	12.6	10.00 - 12.00	
1000-year X 24-hour			8.11	10.9	14.2		

Sources: 1 Future Design Storm Values for Inver Grove Heights, Minnesota. Description of Extreme Rainfall Projection Methodology & Results. Risk Sciences International. 2019.
 2 Atlas 14: Precipitation-Frequency Atlas of the United States, Volume 8. 2013.
 3 Huff, Floyd A., and James R. Angel. Rainfall Frequency Atlas of the Midwest. Illinois State Water Survey, Champaign, Bulletin 71, 1992.
 4 Hershfield. Technical Paper 40 (TP-40). U.S. Weather Bureau. 1961.

Figure 17. Cedar Falls, IA Design and Engineering Criteria for Rainfall Events

Newer design and engineering criteria (NOAA Atlas 14) includes more recent rainfall data. The data indicates that the depth of rainfall for a given yearly occurrence is greater than previous 20th-century data (TP-40). Extreme, mega-rains are becoming more common. As an example: The same area in Minnesota along the northern Iowa border experienced three 1,000-year rain events in less than 10 years – Faribault County: 10 Inches in 36 hours; the Town of Hokah: 15 inches in 24 hours; Amboy: more than 10 inches in two days.¹ What were previously 1,000-year rain events are statistically no longer 1,000-year events because three events have occurred back-to-back.

Future uncertainty exists. The design criteria for rainfall data may increase further in the future when new years of data are incorporated (for example, mid-century projections indicating Atlas 14 may be under-representing the potential for the frequency and magnitude of extreme storms). Emergency planning and design for extreme rain events based on what was previously considered the 500-year or 1,000-year event is now a prudent choice.

¹MPR News: <http://bit.ly/MPR-News-Rain> ²Minnesota DNR: https://www.dnr.state.mn.us/climate/summaries_and_publications/mega_rain_events.html

Weather & Nature

Figure 18. Cedar Falls Stormwater Planning & Design Criteria

Stormwater Management	Current Practice (Existing Default)	Enhanced Resilience Practice
Water Quantity & Quality (1.25-inch rainfall)	<p>City Code¹ Sec 24-339 (c)(2)(a) "...Rainfall events, up to and including 1.25 inches of rain, shall be released at a continuous rate over 24 hours or provide an adequate maintenance and repair agreement to manage this level of rainfall event off site.</p> <p>Iowa Storm Water Management Manual: 1.25-inch rainfall 95th percentile cumulative occurrence frequency.</p>	<p>Enhanced Design Criteria: Capture and retain 1.25 inches of runoff from impervious surfaces for volume control using a Low Impact Development (LID) approach; rate and volume of predevelopment stormwater reaching receiving waters to be unchanged. Refer to Middle Cedar River Model Stormwater Ordinance, (6) Stormwater Volume Reduction Performance Standards. February 2020 Middle Cedar Watershed Management Plan, Appendix H.</p>
Peak Flow Attenuation (100-year x 24-hour rainfall)	<p>City Code¹ Sec 24-339 (c)(2)(b) "...All rainfall events greater than 1.25 inches of rain and up to the 100-year rainfall event shall be released at the rate of the two-year frequency rainfall event on the site as it existed in its natural, undeveloped state."</p> <p>Iowa Storm Water Management Manual: Atlas 14, 100-year x 24-hour, 50-percentile mean rainfall of: 7.5 inches</p>	<p>Enhanced Design Criteria: Rain events shall be managed on-site, or developers may provide district level management supporting multiple properties. All rainfall events greater than 1.25 inches of rain and up to the 100-year rainfall event shall be released at the rate of the two-year frequency rainfall event on the site as it existed in its natural, undeveloped state."</p> <p>For 100-year rainfall, assume Atlas 14, 100-year x 24-hour, 95-percentile mean rainfall of: 9.0 inches: (10% to 20% increase in infrastructure capacity)</p>

¹ Cedar Falls, IA Code of Ordinances Chapter 24, Article VI Post-Construction Stormwater Control

Figure 19. Cedar Falls Extreme Rain Emergency Planning & Design Criteria

Peak Flow Attenuation (Extreme Rain Events)	<p>Extreme rains are a relatively new phenomena. As result they are not currently addressed. Extreme rain events now have a history of occurring repeatedly in Iowa and Upper-Midwest. Establishing a practice approach to these events is now prudent</p> <p>Building infrastructure to fully manage the upper limits of extreme rain events may be cost prohibitive. Emergency management of these events would anticipate fully managing a known quantity of extreme rain while planning for some rain to inundate select streets and low-lying areas. These areas and flow paths leading to them would be designed to minimize damage due to inundation & scouring.</p>	<p>Enhanced Design Criteria: For all extreme rainfall events greater than 100-year rainfall assume the Atlas 14, 500-year x 24-hour, 95-percentile mean rainfall of: 12.6 inches: (40% to 75% increase in infrastructure capacity)</p> <p>Extreme rain events shall be emergency managed either on-site or off-site in regional storage and released at the rate of the two-year frequency rainfall event on the site or district as it existed in its natural, undeveloped state.</p> <p>Identify and set-aside area for future storage and management capacity up to a 1,000-year x 24 Hour, 95-percentile mean rainfall of: 14.2 Inches: (60% to 100% increase infrastructure capacity)</p>
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Weather & Nature

Figure 20. Stormwater and Extreme Rain Management

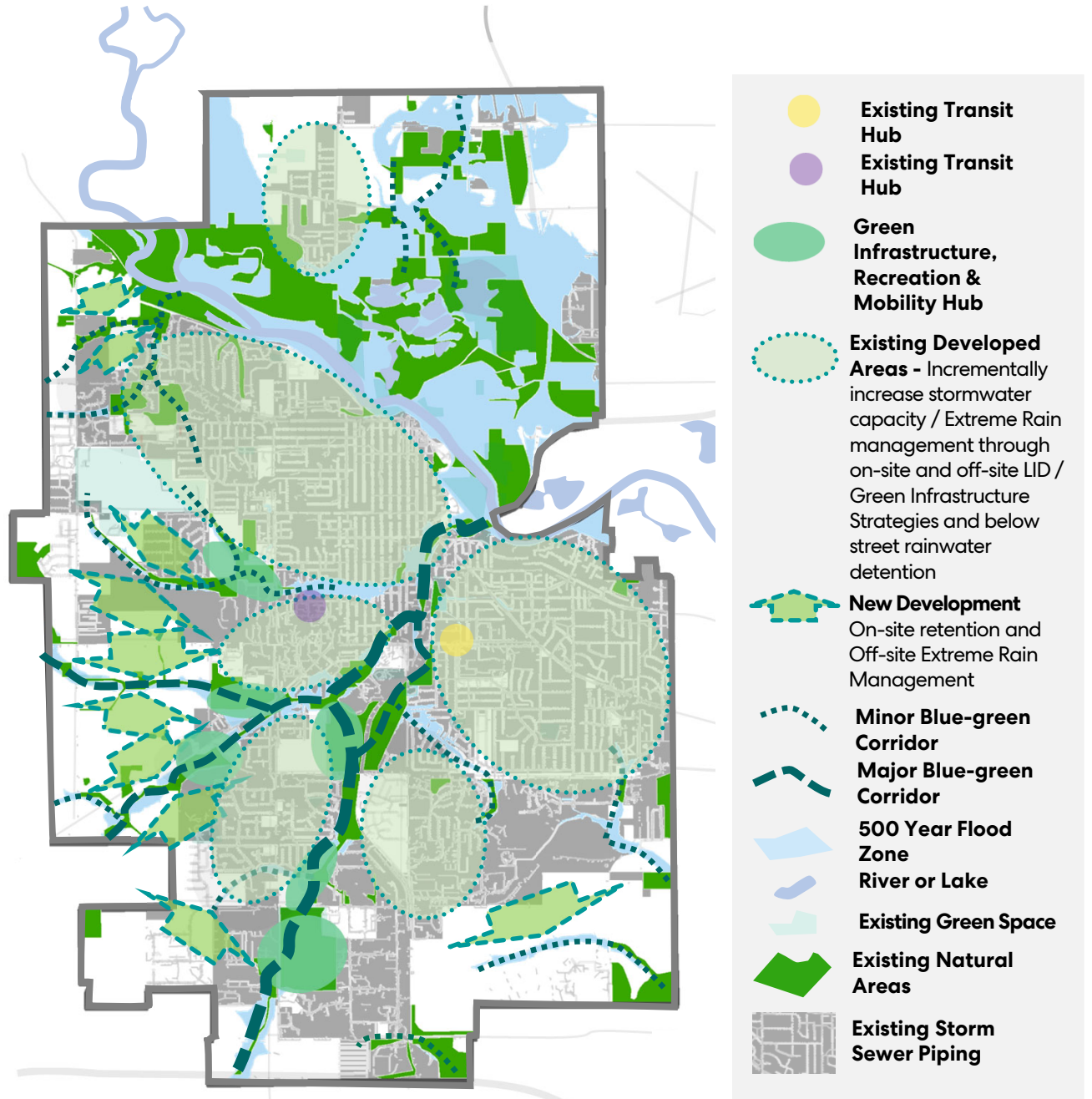
Where storm sewer network capacity limits how much extreme precipitation can be conveyed downstream, installing runoff storage at various points in the network can be beneficial to throttle flows and lessen the degree the sewer system is overwhelmed.

Upstream storage may be effective to lessen downstream tailwater constraining sewer outfall capacity.

Storage at branches of the network further downstream and within existing developed neighborhoods may be necessary to mitigate local problematic low areas where runoff from extreme precipitation falling on impervious surfaces is likely to collect. Mixing regional/district storage and distributed storage throughout sub-watersheds should be considered, focusing implementation where detailed stormwater modeling indicates the greatest peak flow attenuation benefits.

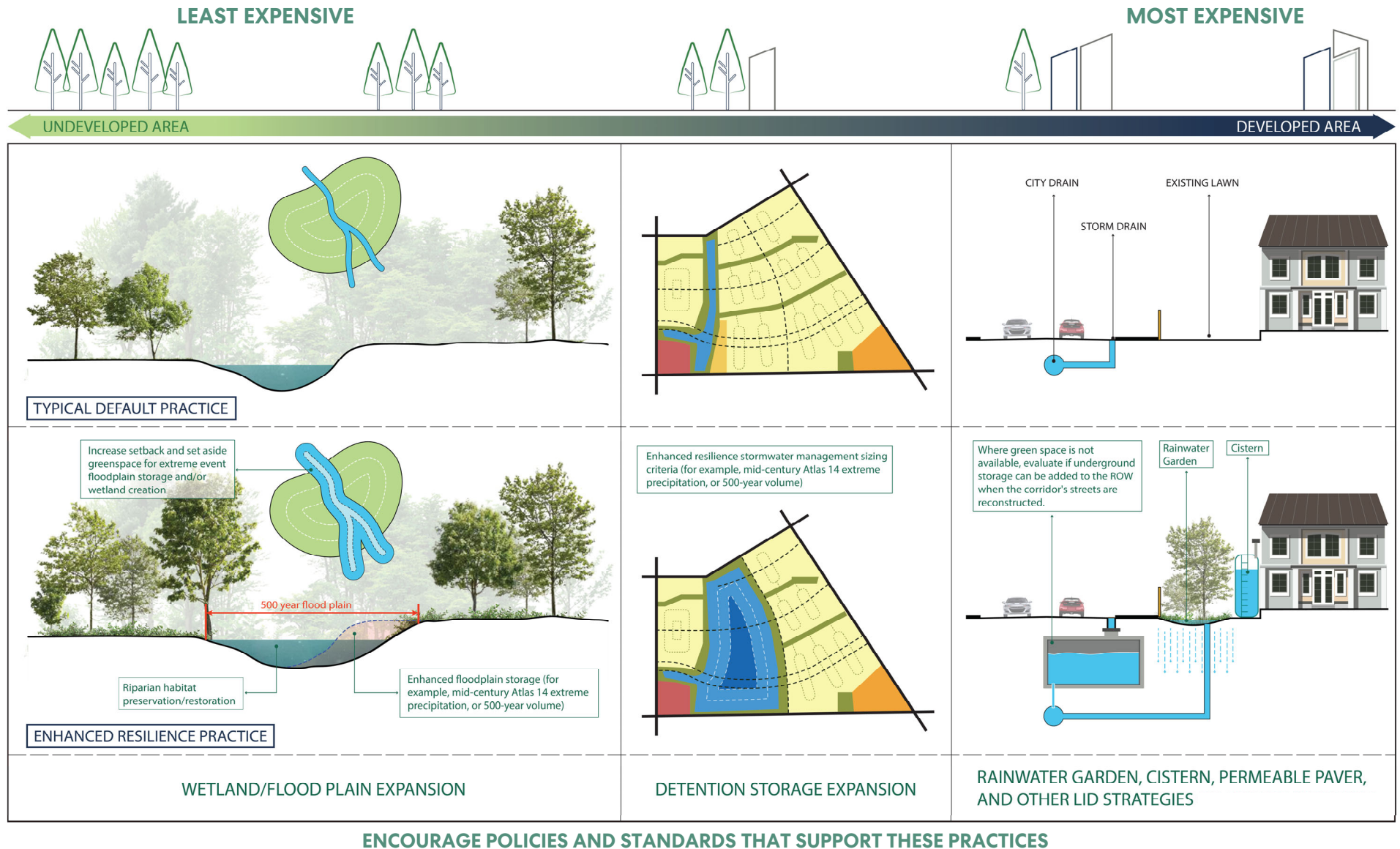
Focus on the use of Low Impact Development (LID)/Green Infrastructure both to reduce first costs and to take advantage of the natural co-benefits it can provide. Common construction costs of underground stormwater storage can exceed \$20/CF, compared to \$12-18/CF for distributed LID practices and \$5-8/CF for surface retention storage/green-infrastructure.

Refer to Figure 21. for LID/Green-infrastructure strategies.



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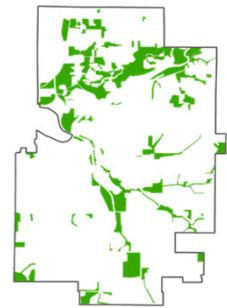
Figure 21. Distributed LID and Green-Infrastructure Rain Management Strategies



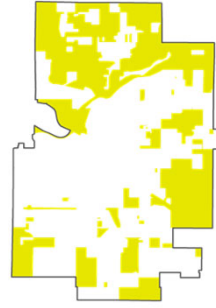
Weather & Nature

GIS Figure 22. GIS Toolbox for Site-Specific Resilience Assessments

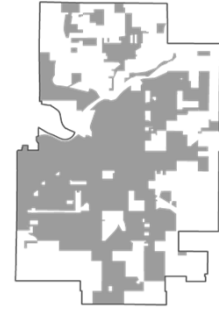
The plan development included gathering and integrating existing City, County and watershed GIS data into a single GIS Toolbox geodatabase. Information included, such as critical infrastructure locations, urban flash flood screening layer, and population vulnerability are intended to serve as a resource to evaluate site specific flood resilience issues. This information can serve as a screening tool for individual capital improvement projects, the overall capital improvement program or to inform a review of private-developer proposed projects. Understanding the context upstream and downstream of project sites can help frame project-specific opportunities for creating additional extreme precipitation flood storage, lower risk runoff overflow features and the necessary freeboard (overflow) to protect private and public property from damage due to flash flood stage on streets, green space and parking lots.



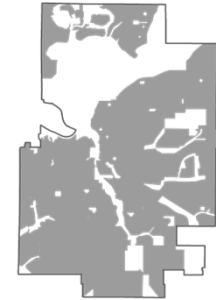
Existing Natural Areas



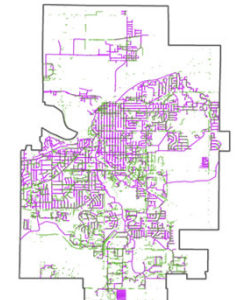
Existing Undeveloped



Existing Developed



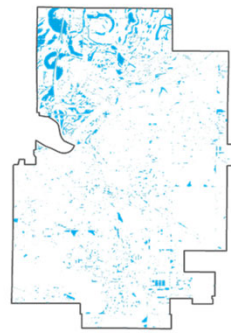
Future Developed



Existing Sewers



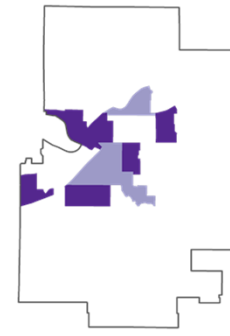
Existing Subwatersheds



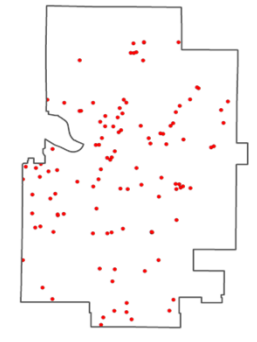
Extreme Rainfall Urban Flood Risk



Riverine Flooding



Most Vulnerable Populations



Critical Infrastructure

Examples of GIS Toolbox Data

The geodatabase developed during this Plan work is intended to serve as a screening tool for the City's use to prioritize urban flash flood risk reduction projects early in the formulation of individual projects, during plan review and during capital improvement planning

Weather & Nature

GIS Figure 23. Urban Flash Flooding

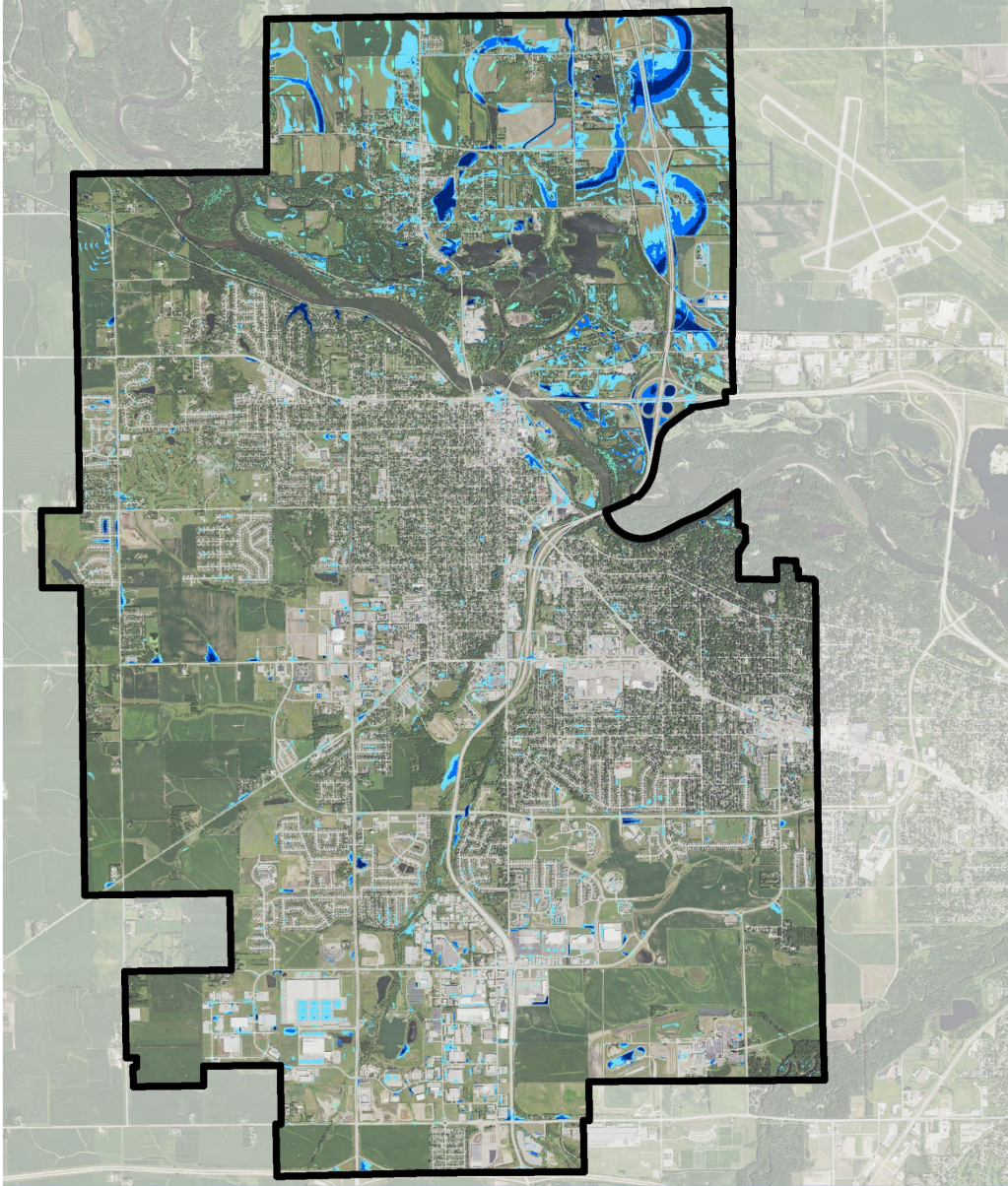
Extreme precipitation flood risk may damage assets and property that are not in mapped riverine floodplains.

When formulating capital improvement plans and private developments, the resiliency GIS datasets provided with this Plan can be used to screen areas for surface and basement flooding risk due to extreme precipitation that may overwhelm the existing storm sewer network's ability to convey water downstream.

Some low areas may have storm sewer networks that can become overwhelmed when the inches/hour intensity of extreme precipitation exceeds their design assumptions or when downstream basins and creek levels rise, creating tailwater that reduces the flow capacity of the sewer network. Combinations of these factors can cause storm sewers to back up, surcharge and create ponding on streets and in low areas. This may create safety risks to motorists and property risk to basements and buildings.

For future sanitary sewer system improvements, overlay the GIS-dataset layers for sanitary sewer structures/networks and urban flood risk with the drainage basin study to identify those structures with the highest priority need for mitigating inflow-and-infiltration (I&I) due to floodwater pooling over them.





City of Cedar Falls Resilience Plan

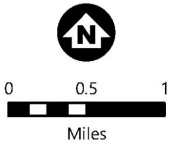


Potential flash flooding susceptibility, based on 2018 LiDAR data. This analysis identifies low-lying areas with no topographic outlets that are potentially susceptible to flooding. However, the analysis does not consider whether low-lying areas are drained by storm sewer and does not associate the flood potential with a specific amount of rainfall or recurrence interval.

 City Limits

Flash Flooding: Potential depth extreme rainfall may accumulate over the surface of low-lying areas

-  Standing Water Depth: <1 ft
-  Standing Water Depth: 0-2 ft
-  Standing Water Depth: 2-4 ft
-  Standing Water Depth: >4 ft

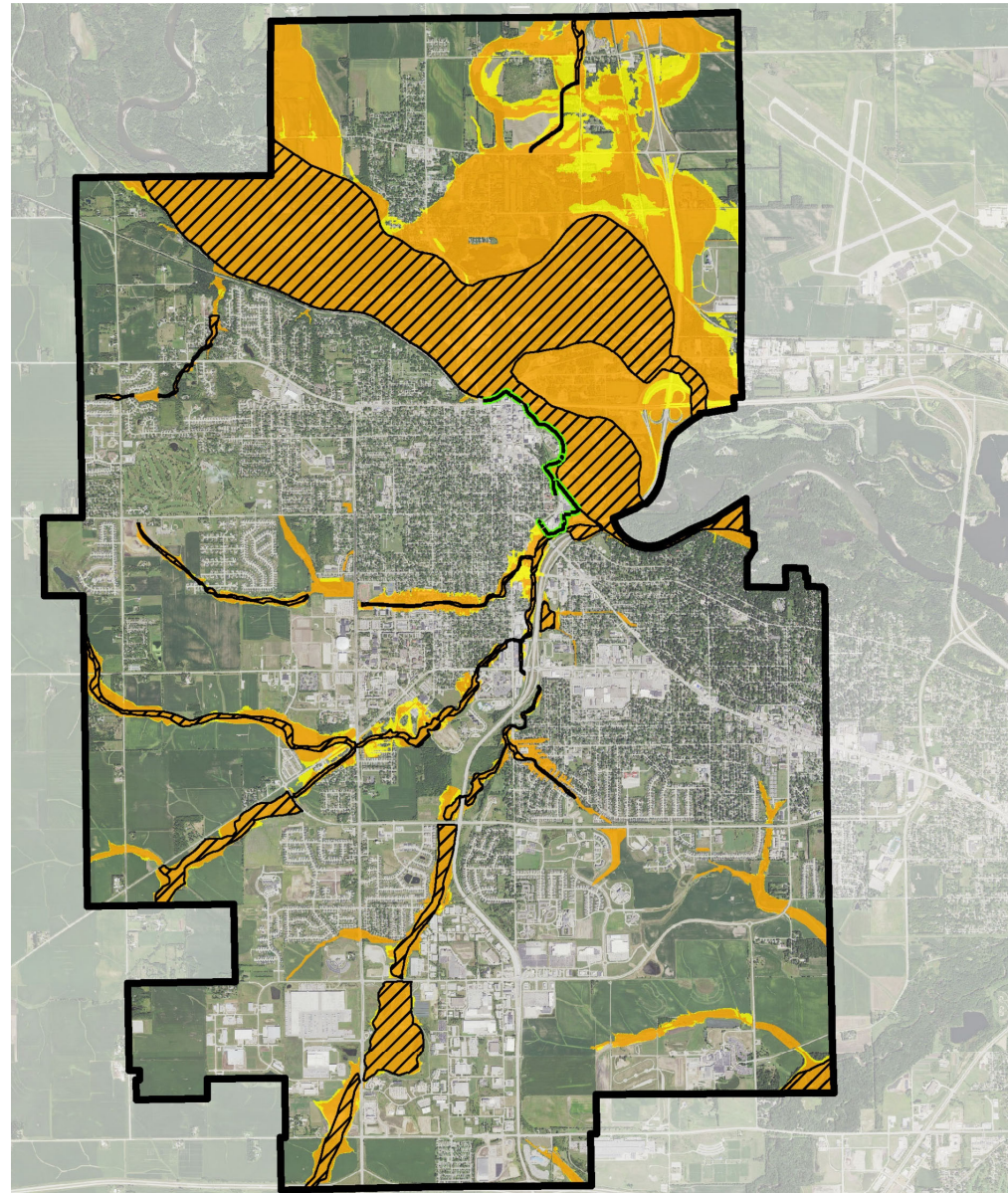


Weather & Nature

GIS Figure 24. Riverine Flooding

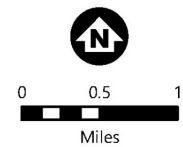
The City regulates riverine flooding for the 500-year (0.2% annual chance) flood plain, which is a wise and prudent choice.

Recognizing that extreme precipitation flood risk may damage assets and property that are not in mapped riverine floodplains, incrementally identifying and increasing runoff storage areas can help mitigate risk to unmapped areas.



Flooding susceptibility due to riverine flooding. Draft extents of Federal Emergency Management Agency (FEMA) floodplain mapping are shown in orange and yellow for 100-year and 500-year recurrence intervals. Areas identified as Floodway (the primary conveyance areas for a channel) are indicated by a black hatching.

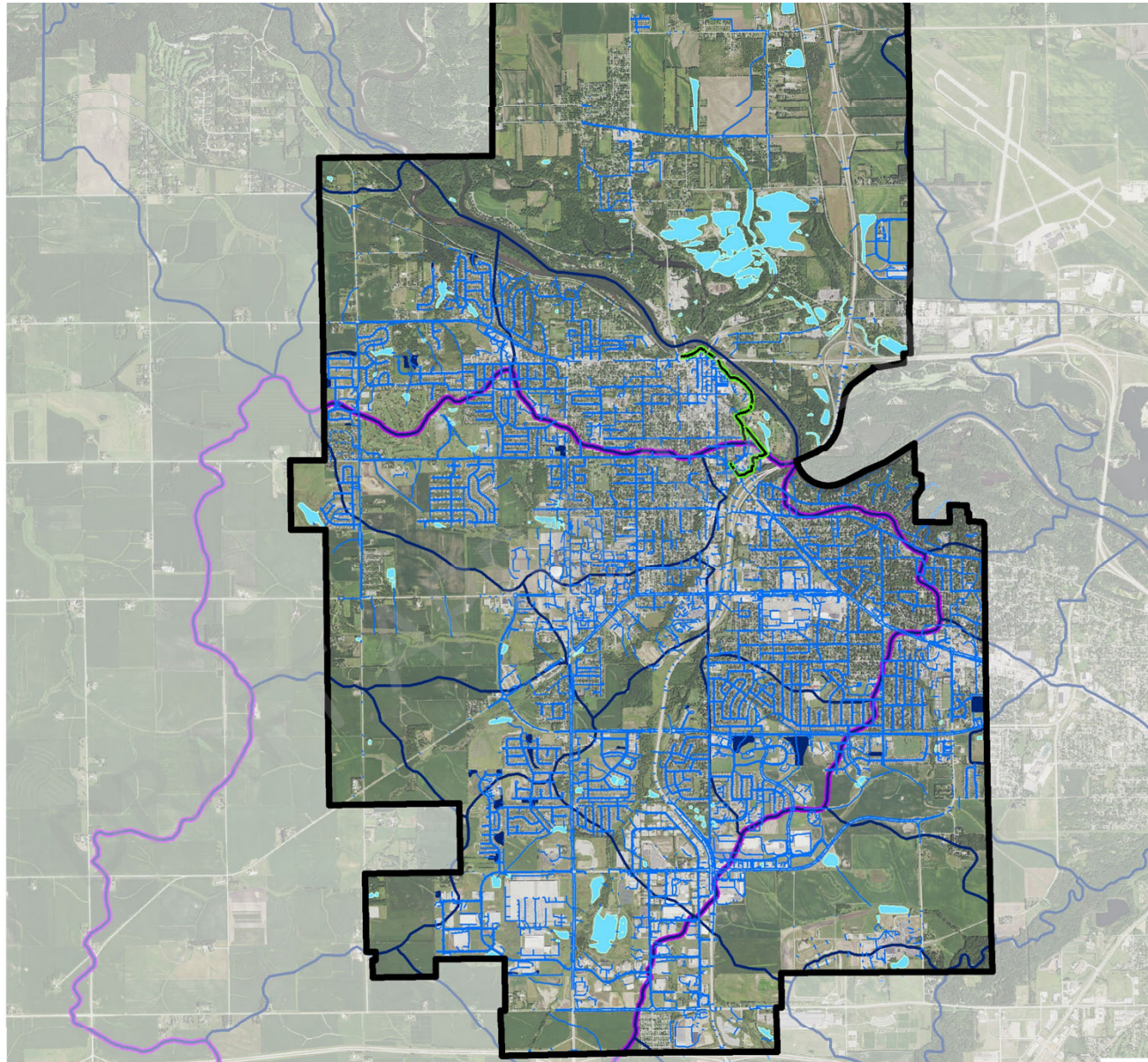
- City Limits
- Levee
- DRAFT Flood Plain Data**
- Floodway
- 100-Year Flood Plain
- 500-Year Flood Plain



Weather & Nature

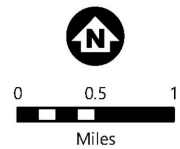
3arr Footer: ArcGIS 10.8.1, 2021-07-27 11:35 File: I:\Projects\15\07\1007\Maps\Basemaps\Figure 23 - Stormwater Infrastructure.mxd User: EMA

GIS Figure 25. Existing Stormwater Infrastructure Summary



the increasing intensity of precipitation events and continued land development in the western area of Cedar Falls will put greater stress on existing stormwater infrastructure. Storm sewer infrastructure is shown in bright blue, detention basins in dark blue, and lakes and ponds in light blue. The levee along the Cedar River is outlined in bright green. Subwatershed boundaries are indicated by a thick dark blue line while the watershed for Dry Run Creek is outlined in bright purple.

-  City Limits
-  Levee
-  Storm Sewer
-  Detention Basin
-  Pond or Lake
-  Subwatershed
-  Dry Run Creek Watershed



Weather & Nature

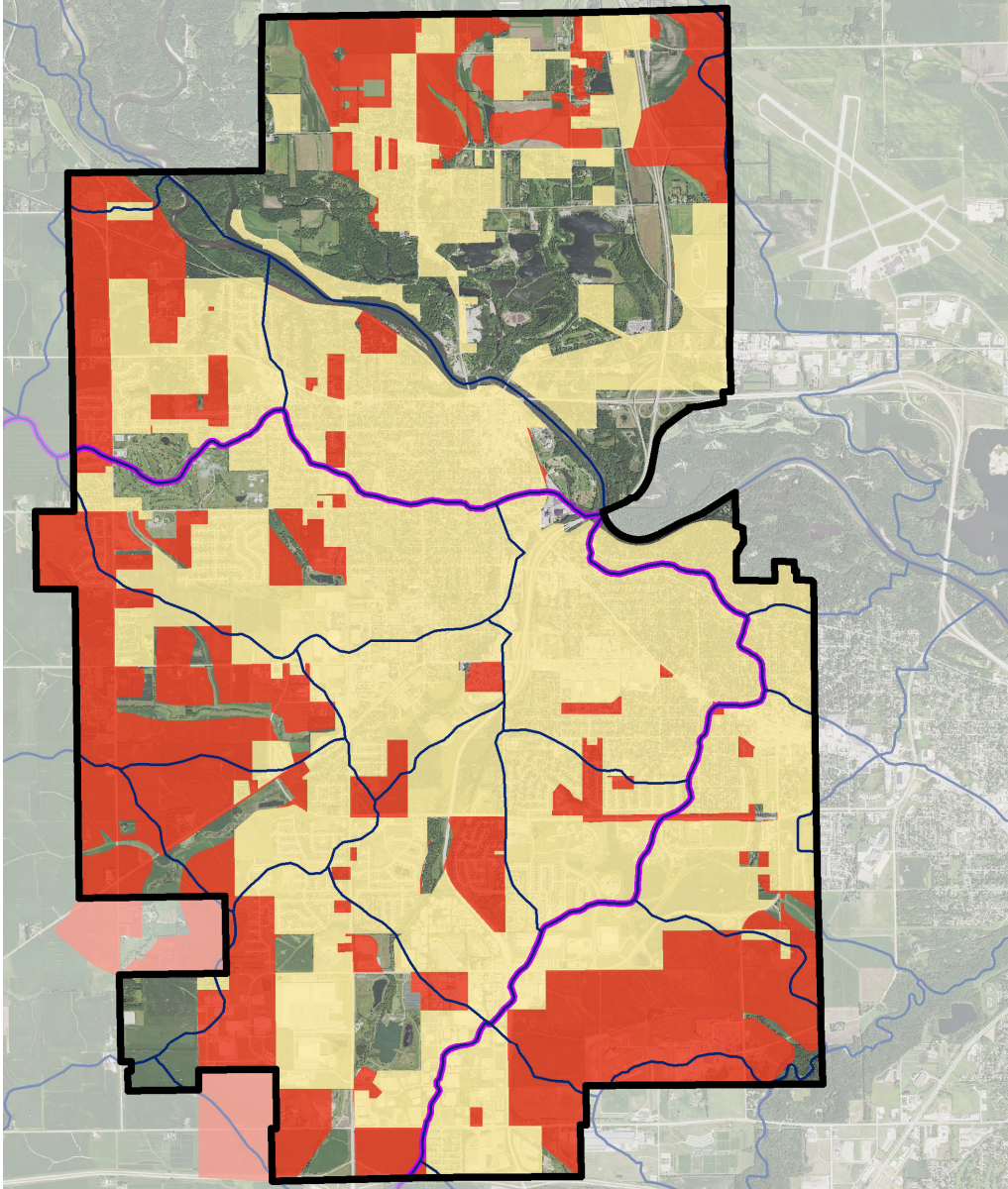
GIS Figure 26. Existing and Future Development Areas

Future precipitation uncertainty makes setting aside flexible green space to build flash flood resilience strategies attractive.

For undeveloped areas, allocating adequate green space for surface stormwater storage above and beyond current compliance thresholds is recommended to allow for future volume expansion. This can be accomplished with a mix of City land purchase, easements, development ordinances (such as riverine setbacks) and zoning requirements.

As a best practice approach to development, this plan recommends the City reduce impervious surfaces, use green infrastructure, and reuse stormwater for irrigation and design landscapes that don't require irrigation.

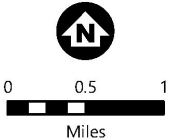
Distributed enhanced-LID: Some low-impact development (LID) features designed primarily for water quality benefits can be enhanced during design for additional runoff storage to throttle more extreme rainfall events. However, the design must limit the inundation depth and duration to avoid die-off of permanent vegetation. This generally leads to shallower, broader features that require a larger green space extent.



The majority of land within the city limits of Cedar Falls is already developed, as indicated by the extent of tan-colored areas. Dark orange areas are classified as to-be-developed in future land use data. This development, especially in the western part of the city, has the potential to increase stormwater runoff volumes and exacerbate flooding within existing developed areas of Dry Run Creek Watershed.

-  City Limits
-  Existing Developed Area¹
-  Future Development Area²
-  Subwatershed
-  Dry Run Creek Watershed

¹City zoning data, 2020
²City future land use data, 2020



Weather & Nature

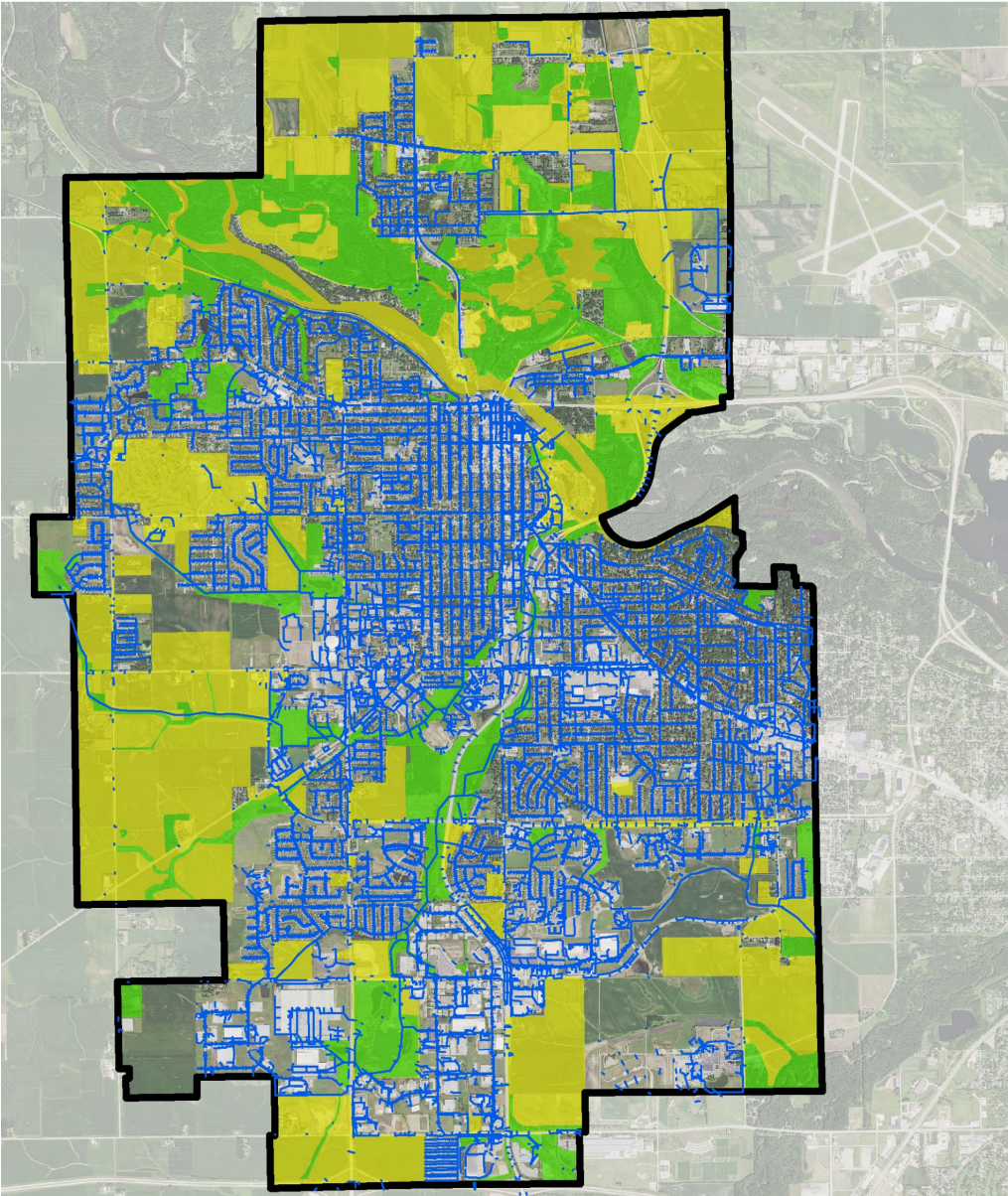
GIS Figure 27. Existing Natural and Undeveloped Land

Undeveloped areas upstream of developed Cedar Falls neighborhoods are high-value opportunity areas to set aside existing green space to create flood resilience storage areas.





Properly-sited and sized storage areas can combat the risk of extreme precipitation events causing flood impacts to downstream property. Leveraging the existing strengths of Blue-green corridors and habitat areas holds the potential to create flood storage sites that also generate habitat, biodiversity and recreation benefits for the community.

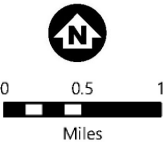
The existing storm sewer network, capacity and mapped floodplains are key factors that drive the need to “look upstream” for extreme precipitation storage areas.

Small, dispersed retrofit strategies located within existing developed and storm-sewered neighborhoods can be used to expand flood storage in areas at higher-risk of localized flash flooding on streets and at existing stormwater management facilities.



Existing natural areas, shown in green, and existing undeveloped areas, shown in yellow, may experience increased development within the city of Cedar Falls. The future development of currently undeveloped areas, shown in yellow, could be candidates for future development. The future development of currently undeveloped areas is an opportunity to implement flash-flood risk mitigation. Without mitigation, the development has the potential to increase strain on existing stormwater and sanitary sewer infrastructure.

-  City Limits
-  Storm Sewer & Sanitary Sewer Infrastructure
-  Existing Natural Areas
-  Existing Undeveloped Areas



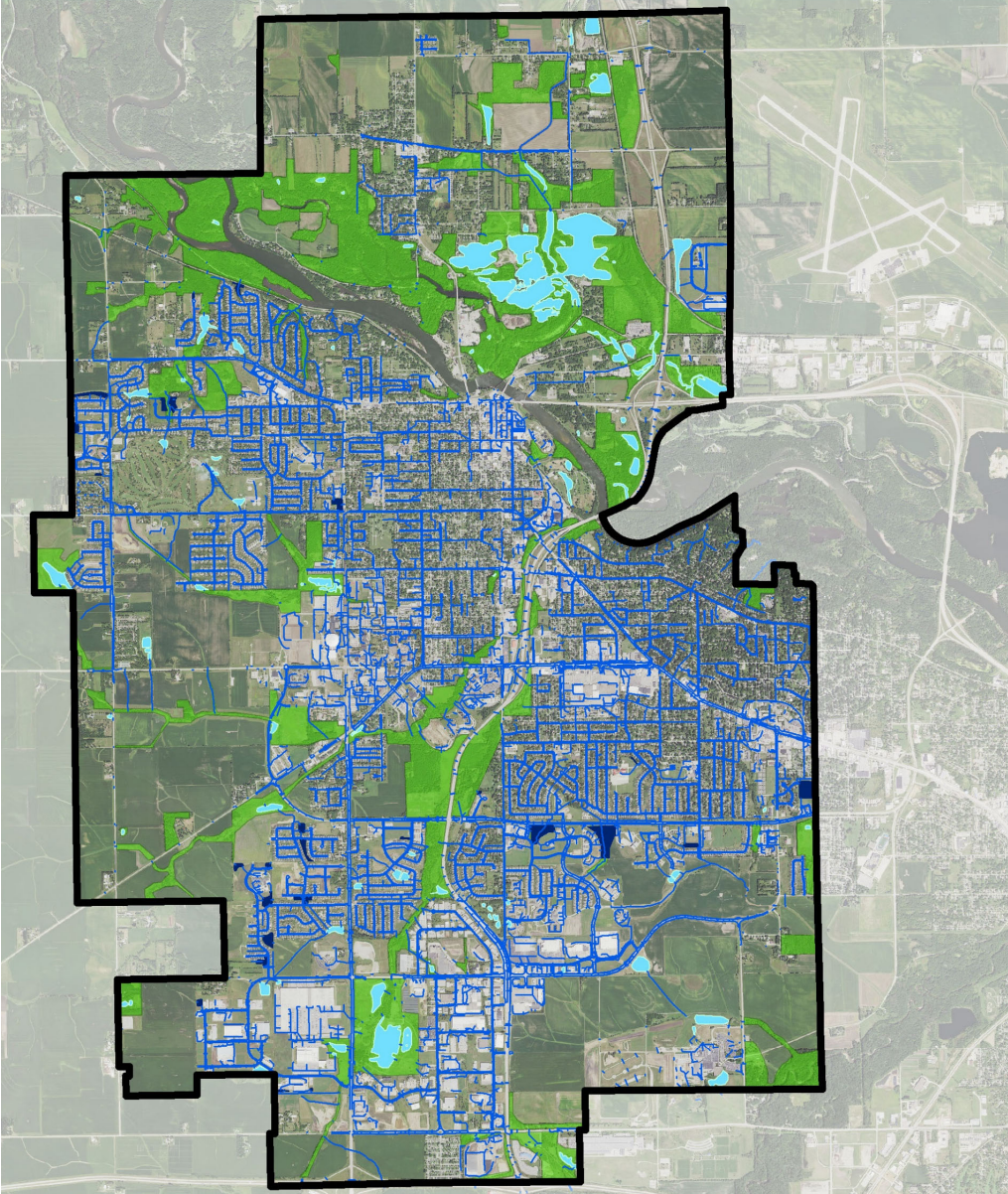
Weather & Nature

GIS Figure 28. Existing Natural Areas

Best practices for natural areas include protecting and restoring streams, wetlands, floodplains, and uplands. This can include: Protecting and enhancing streambank riparian habitats to reduce erosion during extreme flooding events and to provide ecological benefits. Other options are to preserve open space, natural areas and promote stormwater best management practices to landowners.

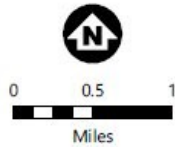
Available green space in developed areas of Cedar Falls is scarce. Context appropriate surface water storage techniques have a return-on-investment that is typically much greater than underground retention systems, largely due to lower construction costs, lower maintenance costs and increased green space-associated benefits.

Opportunities to expand floodplain and expand wetlands on these corridors are high return-on-investment improvements. The City could consider purchasing private land, platting it as buffer area or a setback and public land for the intended use as future extreme precipitation floodplain storage and habitat expansion. For the purpose of optimizing the downstream stage reduction benefit of these floodplain expansions, consider engineering water control structures at road crossing, culvert, etc. where appropriate.



Storm sewer infrastructure and natural areas are critical for conveying stormwater away from developed areas. Detention basins, lakes and ponds also play key roles in stormwater management. In the figure, storm sewer infrastructure is shown in bright blue, detention basins in dark blue, lakes and ponds in light blue, and natural areas in green. Natural areas were digitized from the 2012 Comprehensive Plan and updated based on 2019 USDA aerial imagery.

-  City Limits
-  Storm Sewer
-  Detention Basin
-  Pond or Lake
-  Natural Area



Weather & Nature

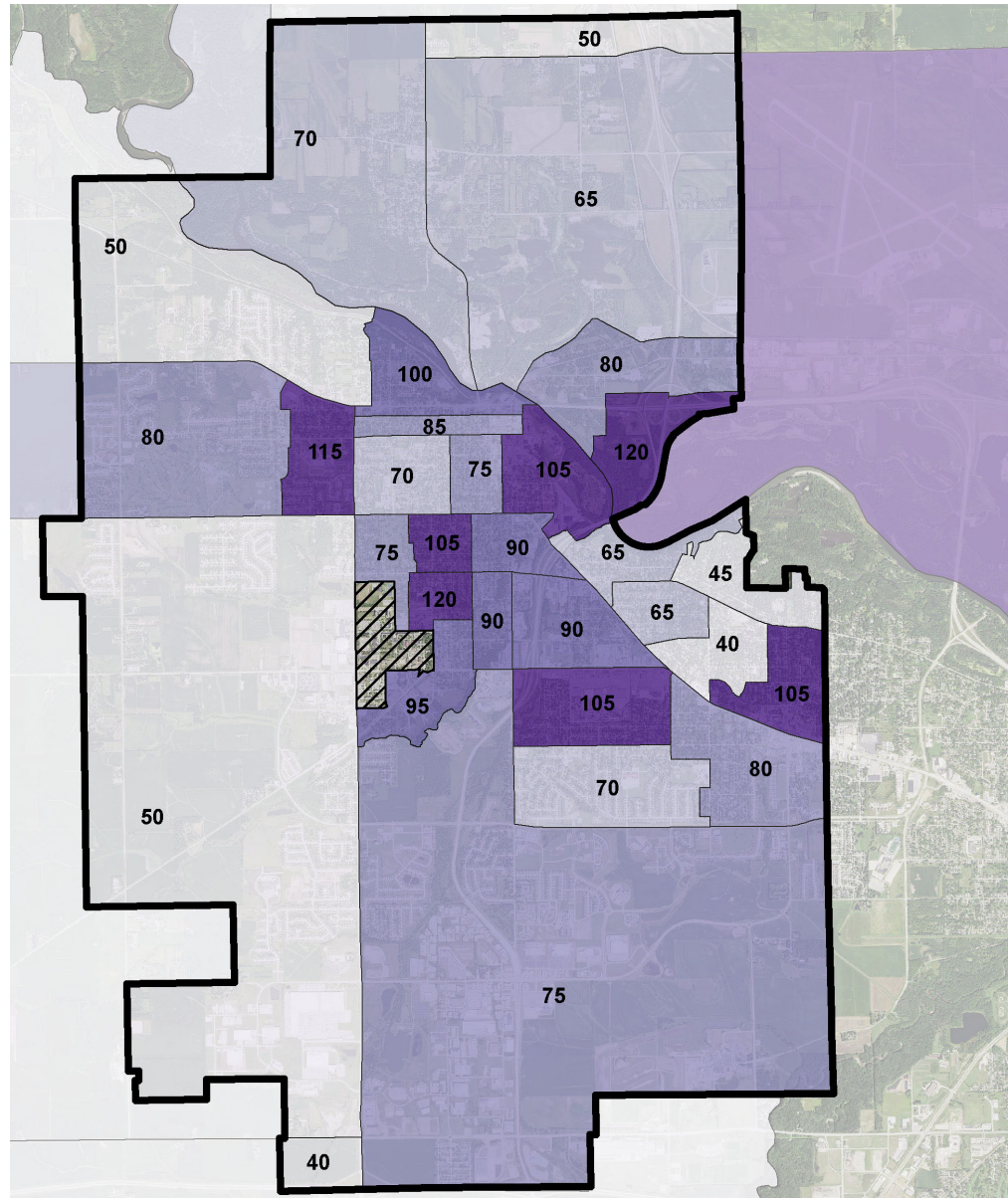
GIS Figure 29. Population Vulnerability to Extreme Weather and Flash Flooding

Vulnerable populations in general have fewer resources available to help them adapt in advance of extreme weather and to recover from damage when extremes hit.

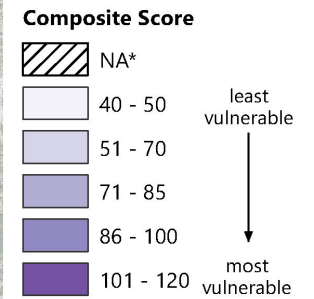
Mapping of the relative population disparities in Cedar Falls indicates the density of the most vulnerable populations in the city are located at the downstream portions of the watershed. Consider this equity disparity (quantitatively or qualitatively) during future benefit/cost assessments of upstream flood-risk reduction projects in undeveloped portions of the watershed.

The population vulnerability indicator was developed using the following socio-economic datasets, similar to other regional resiliency plan population vulnerability mapping:

- Population density
- Median household income
- % of population under 18 years old
- % of population over 65 years old
- % of population that are people of color
- % of rental housing units
- % of population with limited English proficiency
- % of households receiving SNAP benefits
- % of population that did not graduate High School



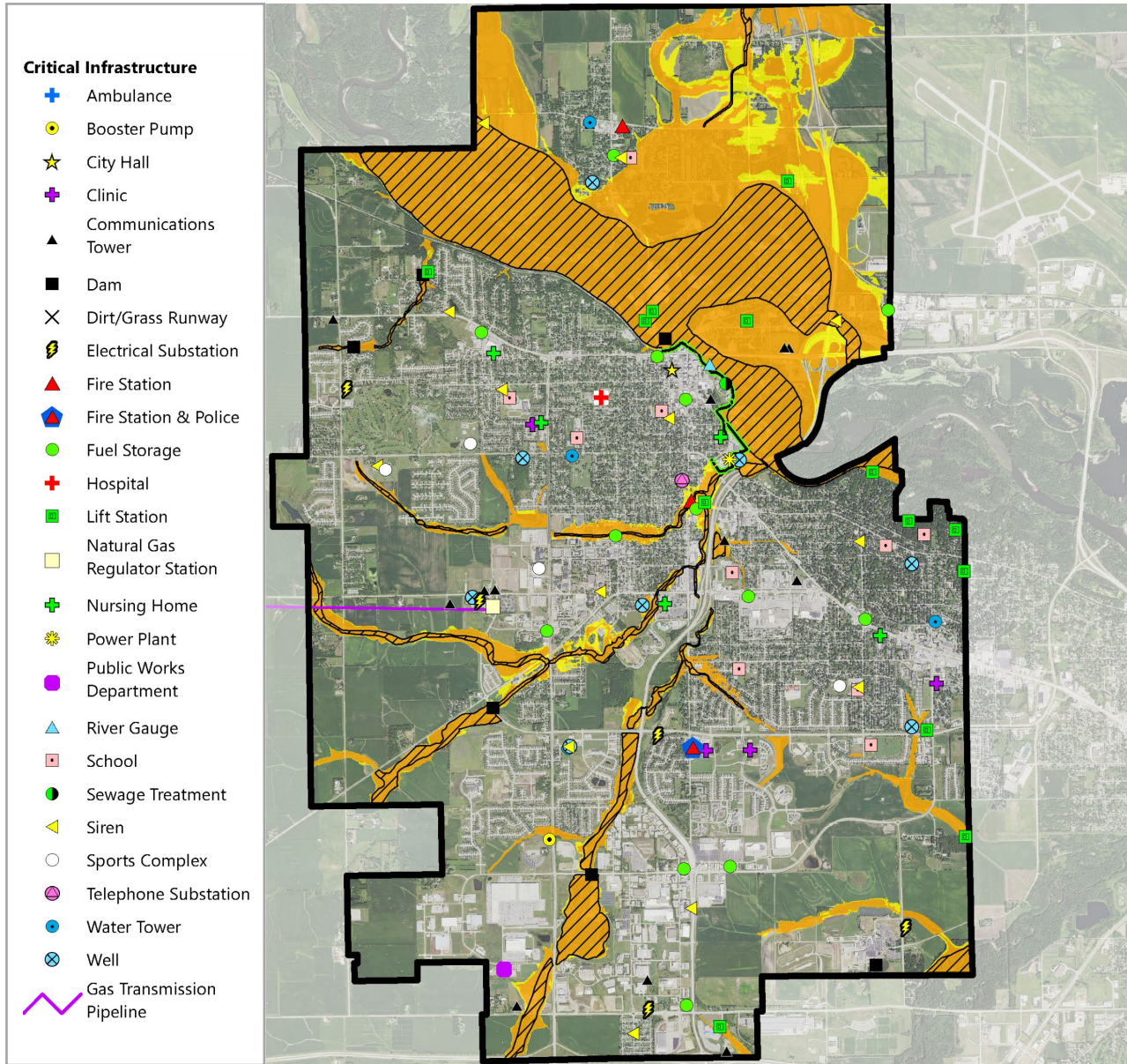
All of society is vulnerable to changes in climate, but underlying disparities cause some populations to be more sensitive to climate change impacts and have fewer resources to respond or adapt. To identify population vulnerability in Cedar Falls, nine Census¹ variables were analyzed. For each variable, data were classified into five groups, and a score of 0 to 20 was assigned to the Census Block Group. The variable scores were added together for each Block Group to create the composite scores shown in the figure. The higher the score, the greater the population vulnerability. An observed pattern is existing developed neighborhoods with higher relative population vulnerability face more physical constraints than undeveloped areas when trying to implement/construct flash flood mitigation projects.



Weather & Nature

GIS Figure 30. Existing Critical Infrastructure

Protecting critical infrastructure from flooding is a priority when performing urban flash flooding risk assessments and during formulating of future capital improvement projects and private developments.



Critical infrastructure identified in the 2015 Updated Multi-Jurisdictional Hazard Mitigation Plan for Black Hawk County, Iowa is overlaid on top of FEMA floodplain data. Although most infrastructure is located outside of areas susceptible to riverine flooding, some features are at risk.

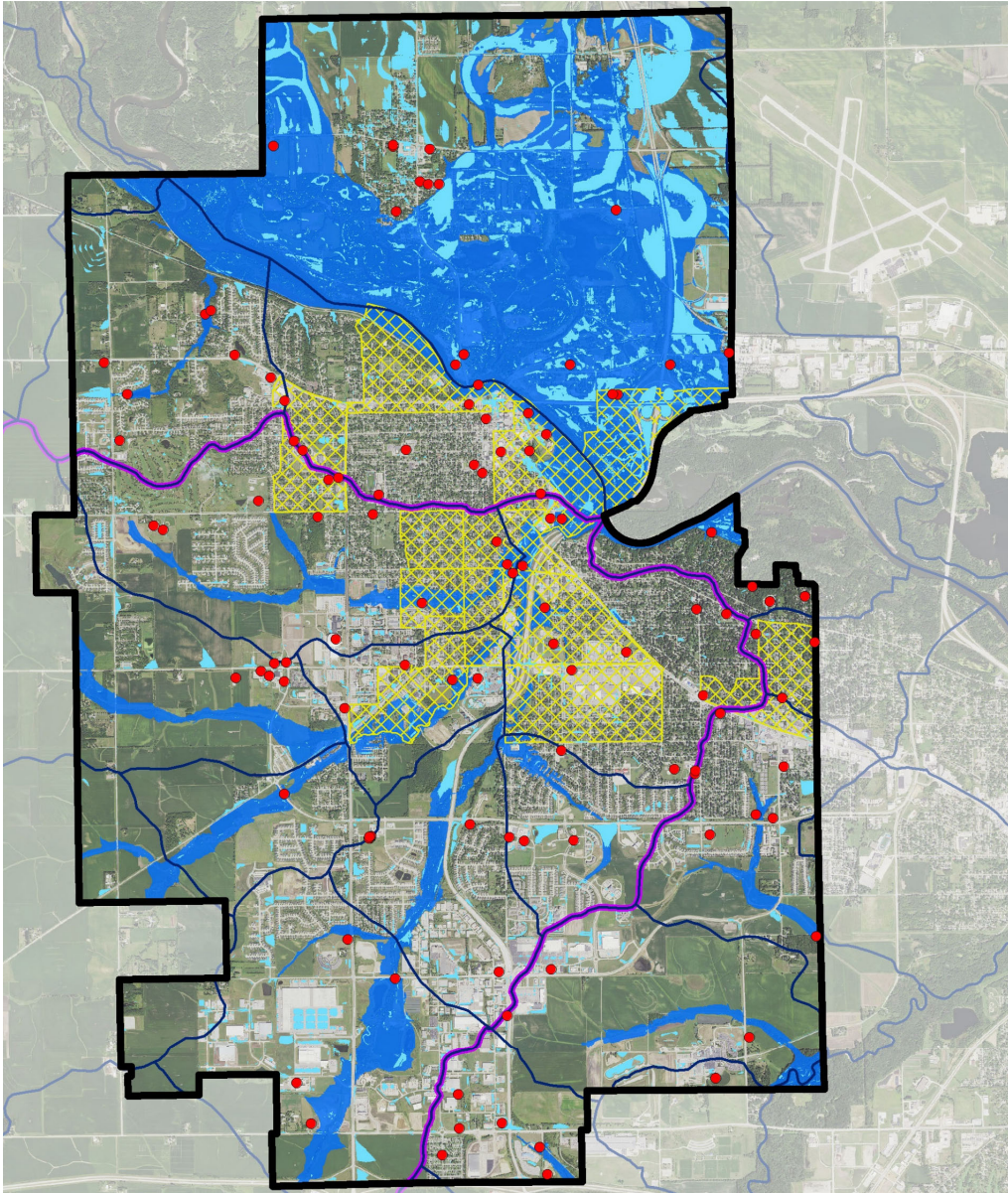
Weather & Nature

GIS Figure 31. Flood Risk Composite (from Riverine and Urban Flash Flooding)

The City of Cedar Falls implements progressive risk-reduction strategies and ordinances within the 500-year riverine floodplain. In addition to riverine flooding, locally low basin-shaped areas could be at risk of extreme precipitation urban flooding if storm sewer infrastructure capacity is exceeded leading to on-street, basement, and at-risk property flooding. Critical infrastructure facilities are a key target for further evaluation and risk reduction. These localized flooding areas are not always along creeks or rivers and sometimes not in mapped floodplains, making them a future resiliency challenge for the City to address.

Each flash flooding site identified is a candidate for a local detailed evaluation for a buyout or for adding flow capacity, lower risk overflow features and added extreme precipitation runoff storage.

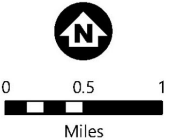
It is recommended to overlay and integrate flash flooding areas and sanitary sewer networks with drainage basin studies and capital improvement planning as a screen for possible infiltration and inflow (I&I) locations and mitigation. Refer to the GIS Datasets & Toolbox included in this plan.

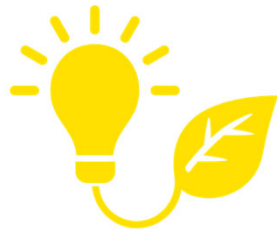


Changes to climate are increasing the intensity of precipitation events, which equates to greater risk from flooding. Areas susceptible to FEMA-mapped riverine flooding are shown in bright blue while flash flooding extents are in light blue. Areas with the greatest population vulnerability are indicated by a yellow hatch, and critical infrastructure are represented by red dots.

-  City Limits
-  Critical Infrastructure¹
-  Most Vulnerable Populations²
-  Flash Flooding³
-  Riverine Flooding
-  Subwatershed
-  Dry Run Creek Watershed

¹ See Fig 28
² See Fig 27
³ See Fig 21





Energy & Mobility

Energy & Mobility

Low-Cost Electricity and Fuel

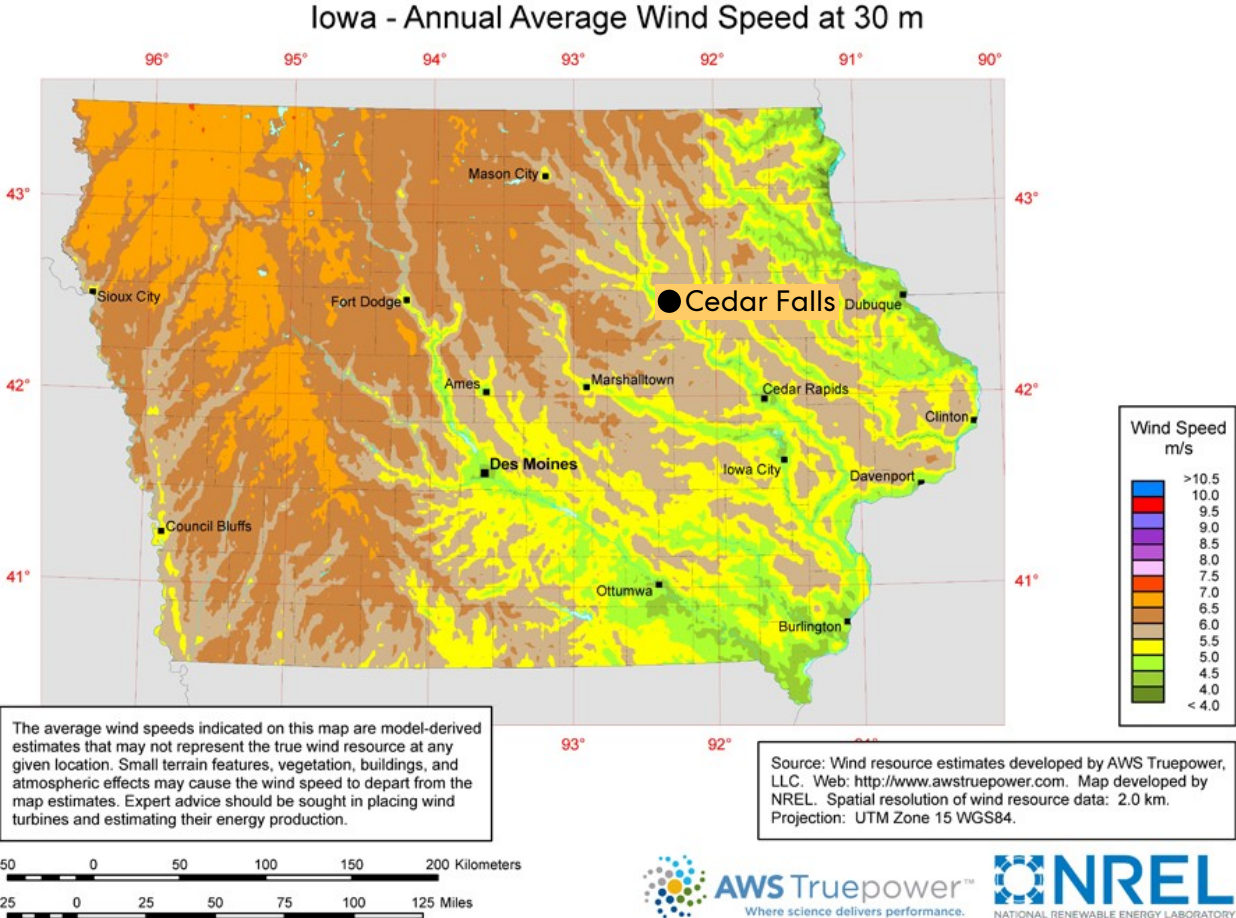
Access to energy is essential to Cedar Falls. Cedar Falls Utilities provides low-cost, reliable electricity and natural gas for the community and the University of Northern Iowa. A long-term energy goal for Cedar Falls Utilities is to maintain a competitive cost structure and energy effectiveness. Renewable wind and solar energy have rapidly become cost-effective forms of electricity generation in Iowa and the Upper Midwest.

Their cost-effectiveness is due to a decade-long drop in the built cost of solar and wind, and to the abundance of wind resources in Iowa. As a result, coal and natural gas-powered electric generation is becoming substantially less competitive.

An example: Great River Energy Co-op has announced that it will be closing its North Dakota, 1.2 Gigawatt Coal Creek Station generating plant in 2022 because it is no longer economically feasible to run. The power plant has immediate access to a coal mine, yet they will be replacing the plant's production with wind power and battery storage.

Wind power has become the lowest-cost energy source over the past decade, followed by Solar Photovoltaic (PV) electricity based on a Levelized Cost of Energy basis (LCOE).¹ LCOE is the cost of electricity generation for a generating plant over its lifetime, including building, operating, and decommissioning the plant. Building new solar generation now costs about the same as the operating costs for existing coal electricity generation.¹

Figure 32. Available Wind Resources for Iowa



¹ Lazard, October 2020
<https://www.lazard.com/media/451419/lazards-levelized-cost-of-energy-version-140.pdf>

Energy & Mobility *continued*

Low-Cost Electricity and Fuel *continued*

All types of energy commonly receive subsidies.¹ The switch from fossil fuels or nuclear power-generated electricity towards wind and solar PV-generated electricity is currently being driven in-part by substantial reductions in their cost before subsidies. The electricity grid is shifting toward renewable sources. The next step in energy innovation is in wind and solar PV energy storage. Battery and hydrogen technologies for energy storage are maturing rapidly, along with micro-grid technologies used to support the dispersed generation of solar power.

2020 Levelized Cost (\$/MWh) of Electricity – Unsubsidized: ²	
• Onshore Wind (Rural)	\$26-\$54
• Utility Scale Solar PV (Crystalline)	\$31-\$42
• Gas Combined Cycle	\$44-\$73
• Coal	\$65-\$159
• Nuclear	\$129-\$198
• Gas Peaking Plant	\$151-\$198

Liquid and Gas Fuels

Current and foreseeable technologies limit the potential to produce renewable forms of liquid and gas fuels such as biomethane or hydrogen in quantities adequate to completely replace fossil fuel-based natural gas, petroleum and diesel. The production of renewable liquid and gas fuels typically requires considerable quantities of biomass, water, or both. Biomass and water are more limited in supply than sun and wind for energy conversion. Nuclear power can be used to produce hydrogen as a fuel, but it produces long-lived radioactive waste that has proven to have long-term storage challenges.

As a result, eliminating all use of liquid and gas fuels such as natural gas over the next 30 years is not considered feasible at this time.

Demand reduction for natural gas and other liquid fuels should be pursued through efficiency and voluntary conversion to renewable electricity followed by direct replacement of non-renewable liquid and gas fuels with renewable versions including biodiesel, biomethane and blends of biomethane and hydrogen. Polished or scrubbed biomethane can directly replace fossil based natural gas and biomethane/hydrogen blends look promising. Both are commonly referred to as renewable natural gas (RNG).

There is an opportunity for creating RNG using bio-reactors and biomass from native grasses. The grasses can provide buffer strips for water pollution control from run-off into streams and rivers and provide habitat for wildlife. Switchgrass is native to Iowa and is one of several feedstock options for using locally grown and harvested biomass. RNG could make natural gas a locally produced energy product instead of importing it from outside the region.

Voluntary conversion from natural gas to electricity for heating requires improvements to the regional and local power grid as electricity demand increases. As the market shifts towards renewable electricity, incrementally increasing the capacity of the citywide electric grid will allow for expanded use of electricity for transportation and heating of homes and buildings.

Micro-grid technology, local solar PV, and battery storage systems are an opportunity for reducing demand on the power grid. This can free-up grid capacity for increased electrification. Examples include shifting heating equipment from natural gas boilers to electric heat pumps. Just as Cedar Falls is a regional leader in internet access and technologies, it could be a regional leader creating high-skill service jobs in resilient technologies using these innovative technologies. Those technical services could be exported to other communities around Cedar Falls, Iowa, and the region. Micro-grid technologies can also be used for distributed solar PV for improved extreme wind, ice, and weather resilience.

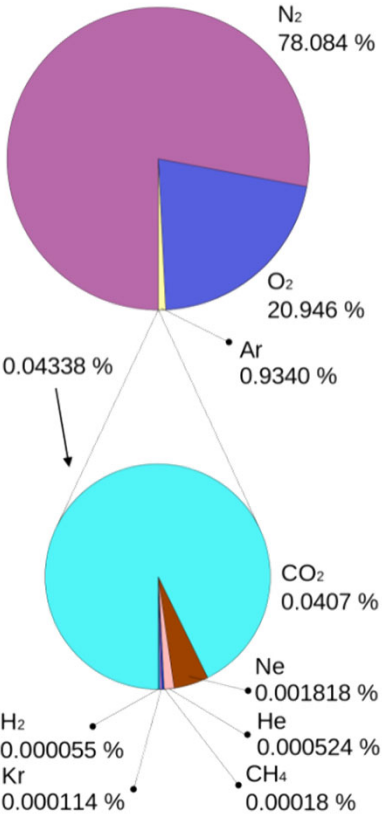
¹U.S. Energy Information Administration, April 2018 <https://www.eia.gov/analysis/requests/subsidy/>

²Lazard, October 2020 <https://www.lazard.com/media/451419/lazards-levelized-cost-of-energy-version-140.pdf>

Energy & Mobility *continued*

Figure 33. What's in the Air?

Non-heating trapping components comprise 99.5% of dry air (top pie chart)



Heating trapping components comprise less than 1/2 of 1% of dry air (bottom pie chart)

Graph: NASA Jet Propulsion Lab 2019 <https://go.nasa.gov/2RKIJ3H>

Another emerging technology and opportunity is the use of wind power to generate hydrogen as a form of energy storage for renewable energy along with batteries. The wind electricity to hydrogen conversion is still relatively young, but it is maturing rapidly and may prove to be a breakthrough technology. Northeast Iowa is in an excellent position to become a leader in this technology sector.

Effectiveness

When asked their opinion on the reliability of renewable energy coupled with battery storage, about 40% of the Resilience Plan Worksheet Three participants considered renewable energy a reliable energy source; about 20% said maybe, and about 25% said no, it wasn't a reliable source. The worksheet was available shortly after the 2021 Texas power outage. During the 2021 Texas power outage coal, natural gas, and wind power experienced significant shortfalls in performance resulting from a lack of preparedness for regionally extreme cold temperatures.

Wind power can be, and is effective, even in cold weather. In regions such as the upper-Midwest, wind turbines are commonly engineered to operate down to temperatures near (-)20 degrees Fahrenheit (20 degrees below zero) where they automatically shut-down.² Fossil fuel energy systems using natural gas and coal can also experience forced shut-downs due to the effects of extreme cold temperatures.²

A step-by-step approach to implementing renewable energy technologies can allow them to be thoughtfully and seamlessly integrated into the grid while bringing leading technologies and the new jobs that come with that technology to Cedar Falls. Emerging storage technologies for renewable energy are falling in price. Those technologies are expected to expand the potential for renewable energy to be the primary source of energy in the coming decades.

Pollution Reductions

Low-cost energy availability and job creation are not the only reason to switch to renewable energy. They are also much cleaner to operate than fossil fuels. Fossil fuels and nuclear power both result in substantial quantities of high-impact pollution. Nuclear power generates long-lived radioactive waste that has no viable disposal solution to date. Burning fossil fuels emits multiple pollutants including Carbon Dioxide (CO₂). CO₂ is a powerful heat-trapping gas. As shown by NASA Figure 33, less than 1/2 of 1 percent of the gas in the earth's air traps heat.

Due to CO₂'s potency, increases in this heat-trapping gas and other gases like it has a notable impact on the temperature and weather. This is because the sun's heat energy stays fairly constant, but the additional heat-trapping gases trap more of that heat resulting in increasing air and land temperatures.

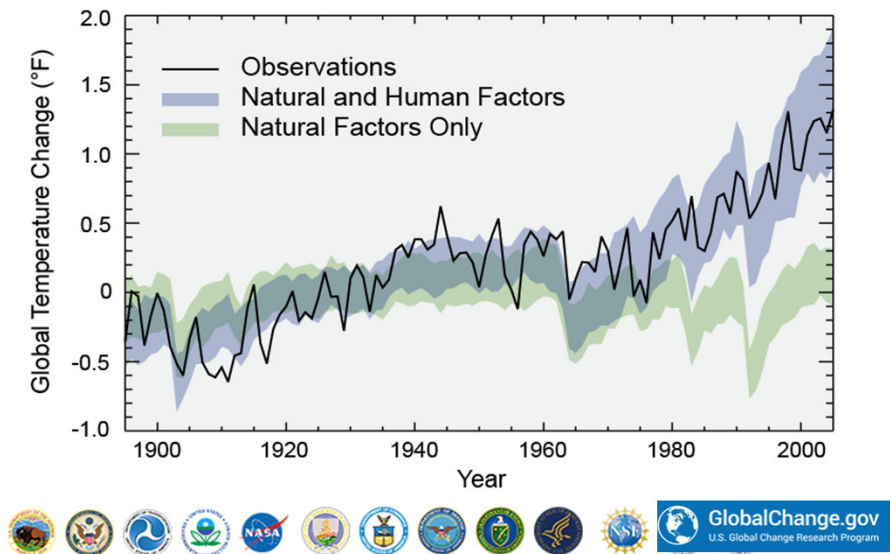
²Energy News Network – Wind turbine shutdowns during polar vortex stoke Midwest Debate <https://energynews.us/2019/02/27/wind-turbine-shutdowns-during-polar-vortex-stoke-midwest-debate/>

Energy & Mobility *continued*

Burning large quantities of fossil fuels to power the modern world has resulted in a fast increase of CO2 in the atmosphere. The added CO2 is trapping increasing levels of heat energy from the sun that would otherwise escape into outer-space. This is causing temperatures in Iowa and world-wide to shift, and that is causing a change in the weather. In particular, it is resulting in warmer temperatures and those warmer temperatures are resulting in more extreme storm and torrential rain events across the nation, and in the Cedar Falls region (see Weather & Nature).

Figure 34. shows how temperatures would have changed due to only natural factors and how temperatures have changed due to the added CO2 and other heat-trapping pollutants in the atmosphere.

Figure 34. Separating Natural and Human Impacts on Temperature



A speedy transition to carbon neutral electricity and continued improvements in energy efficiency are essential from a pollution reduction standpoint. While the market is trending towards

carbon neutral renewable electricity production, the market uptake of storage will need to be encouraged to keep the transition moving quickly.

Moving from fossil fuel-based liquid and gas fuels towards electricity in a timely way will require persistence and active engagement to facilitate the transition. The Cedar Falls community can effectively support this transition while creating high-skill jobs growing the Cedar Falls economy. Support for carbon neutral energy will also send a signal to local, regional, and national business talent and entrepreneurs that the Cedar Falls community is ready for business today and prepared to embrace the companies and technologies of the future.

Managing carbon pollution can improve the local economy of Cedar Falls and is essential for reducing future weather extremes driven by the warming temperatures caused primarily by heat-trapping pollution like CO2. The following section outlines a scenario reducing carbon pollution based on the opportunities like those discussed above and the assumptions and the possibilities below in the next section.

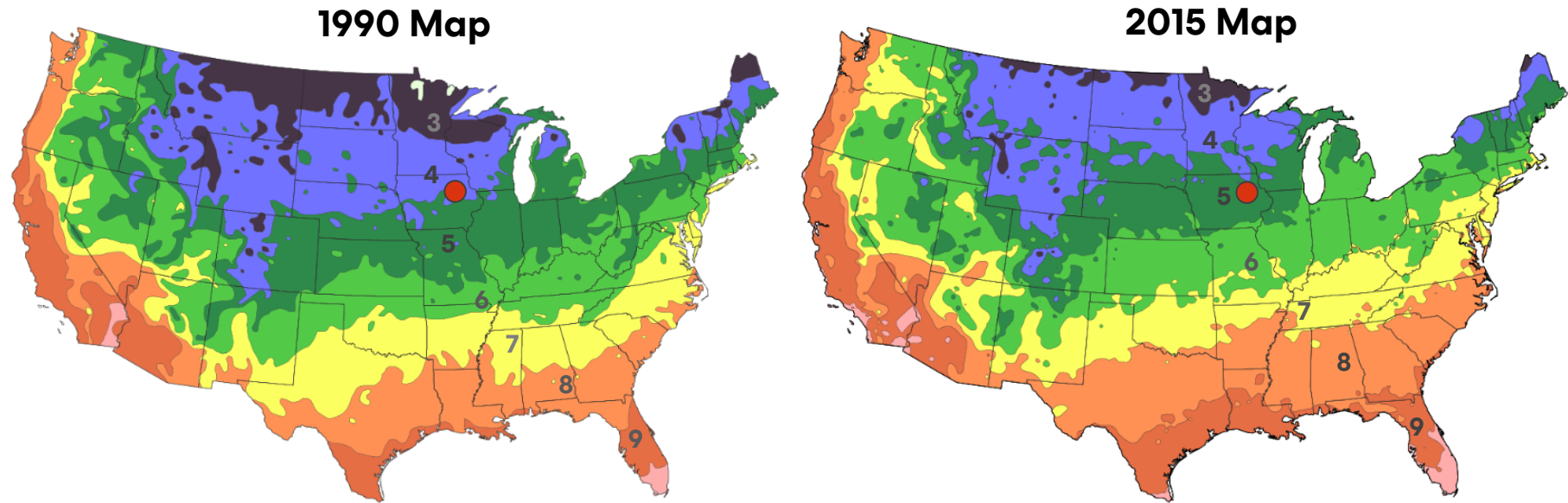
Carbon Pollution Reduction Scenario & Assumptions

Communitywide Carbon Reduction Goal: Carbon Neutral by 2050 for Electricity and Natural Gas

Communitywide 2050 Carbon Neutral commitments for CFU to provide Electricity and Natural Gas were established through the planning process and included in the Action Sets. A carbon pollution reduction scenario was developed to support that commitment. CFU's strategy to reach the 2050 carbon neutral goals will adapt based on future economics and evolving energy technology. Those 2050 carbon neutral commitment assumptions are included below, along with opportunities for the community to support those assumptions.

Energy & Mobility *continued*

Figure 35. Plant Hardiness Zone Temperature Shift



1990 USA Plant Hardiness Zone Map
Data source: USDA

2015 USA Plant Hardiness Zone Map
Data source: NOAA



Base maps available from the Arbor Day Foundation: <https://www.arborday.org/media/highresolution.cfm>. Map text style and graphics modified for size and inclusion of zone labels and Cedar Falls location. Arbor Day Foundation information on the 2015 Hardiness Zone Map: <https://arbordayblog.org/treeplanting/our-hardiness-zone-map-gets-a-refresh/>. For more detailed information, USDA Plant Hardiness Zone Map can be referenced at: <https://planthardiness.ars.usda.gov/>

The Arbor Day Foundation Plant Hardiness Zone base maps above are designed for comparing past and current zones. The graphic style and use of full hardiness zones (not half-zones) make the maps readable at a small size that fits one page and is easier to compare for a wide audience.

Hardiness Zones have shifted in many areas. Per the USDA, the shift is generally one half-zone warmer since 1990 (about 5 degrees Fahrenheit). Hardiness Zones represent the average annual extreme minimum temperatures at a given location during a particular time period based on historical records (USDA). USDA zone maps from 1960 (full-zone), 1990 and 2012 (half-zone) can be found at: <https://www.ars.usda.gov/oc/br/zonemap/zonemap/>.

Energy & Mobility *continued*

Carbon Pollution Reduction Scenarios *continued*

Energy Use Assumption Metrics for the Carbon Reduction Scenario (based on historical Cedar Falls data)

Voluntary Energy Use Reduction Assumption Metrics for Existing & New Homes

Base: 2030 5%, 2040 7%, 2050 8%
Advanced: 10%, 15%, 20% respectively

Voluntary Energy Use Reduction Assumption Metrics for Existing & New Commercial Buildings

Base: 2030 5%, 2040 7%, 2050 9%
Advanced: 10%, 15%, 20% respectively

Voluntary Energy Use Reduction Assumption Metrics for Existing & New Industrial Facilities:

New and Existing: 2030 5%, 2040 7%, 2050 9%

Expand Customer-owned Renewable Generation Assumptions
Metrics : 2030-1.8 MW, 2040-2.9 MW, 2050-4.1 MW.

Voluntary reductions in carbon pollution from heating energy and natural gas use assumption Metrics (all use):

33% reduction in carbon pollution: 2040
66% reduction in carbon pollution: 2045
100%: 2050

Communitywide Waste and Landfill Reduction

Incremental advancement towards Zero Waste by 2070.

Waste Reduction Assumption Metrics:
2030 2%, 2040 9%, 2050 18%

Recycling Rate Assumption Metrics:
2030 44%, 2040 72%, 2050 94%

Opportunities for achieving Carbon Pollution Reduction Scenario

Along with the opportunities identified previously, the following possibilities exist in the community for supporting the assumptions in the Cedar Falls Carbon Pollution Reduction Scenario. These opportunities go hand in hand with the Actions in the Energy and Mobility category Action List.

Community Opportunities

Local Jobs and Economy

Energy efficiency upgrades to homes, residential buildings, commercial buildings, and industrial facilities generate jobs and business opportunities while reducing pollution, saving money, and improving comfort.

Energy efficiency is essential for providing more local power grid capacity. When facilities are more efficient, the available grid can serve more facilities.

A future opportunity to help the community activate energy efficiency job and business opportunities includes bi-annually summarizing & reporting on carbon pollution reductions and cost savings to inspire others in the community to take action. Breaking out the report by residential, commercial and industrial reductions will help those economic sectors see and understand the economic benefits related to their businesses.

Residential buildings and Home Opportunities

Continue energy audits for homes as identified in the Energy and Mobility Action List of the plan. If appropriate, include do-it-yourself efficiency items like weatherstripping and references to local contractors with good reputations capable of doing the work in audit results. Do-it-yourself opportunities are particularly

Energy & Mobility *continued*

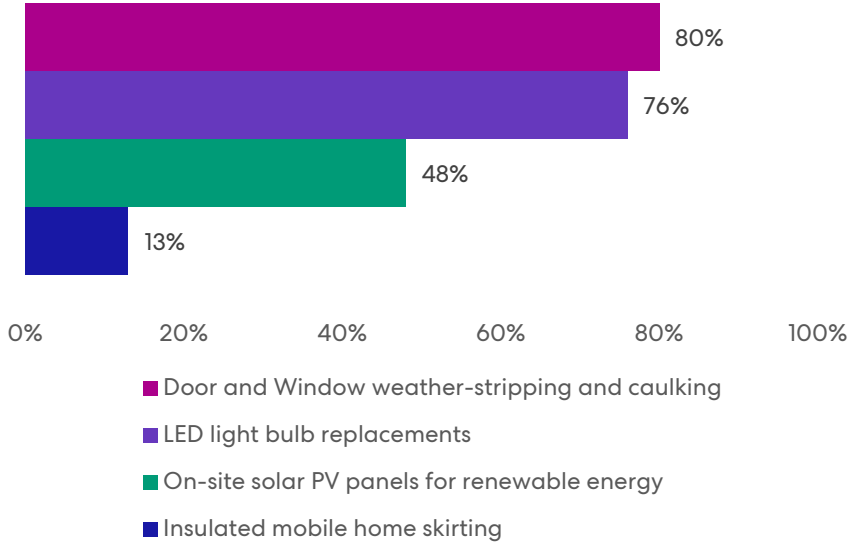
What you can do as a homeowner, individual, or residential property owner:

- Contact Cedar Falls Utilities and request an energy audit.
- Install LED Lighting (see CFU’s rebate program)
- Install ceiling fans to improve thermal comfort and avoid air conditioning or for moving warm air collected at the ceiling level to a level lower in the room.
- Weather strip doors and windows.
- Add attic insulation. It is generally easier to do than walls and can have a big impact.
- Hot Water Efficiency can be low cost and can save money on energy bills. To do that:
 - Insulate your water heater with an approved insulating jacket.
 - Install water efficient faucet aerators (1 or 1.25 GPM for residential faucets and 1.25 or 1.5 GPM showerheads).
- Install water efficient toilets (1 gallon per flush are readily available). This won't save you energy, but it will save you water. The energy to process, sanitize and pump water used in homes and buildings will be reduced.
- If you are installing **a new heating and cooling system** or replacing your old one, consider high efficiency equipment and / or an air exchanger. Electrify your heating with efficient geothermal.
- In non-critical light areas, install occupancy sensors, so lights automatically turn off or dim in unoccupied rooms. Screw-in occupancy sensors are available.
- Make sure unneeded lights are turned off.
- Consider solar hot water for multi-residence buildings with high demand peak loads for showers.

useful for lower-income residents that may benefit the most economically from improved efficiency. The percent of income spent on energy for lower-income families can be 3 to 10 times more than for residents with medium or upper incomes. Support the audits with coordination for available grants through state or federal agencies or low-cost loans made available through local lenders to improve implementation.

Figure 36.
Interest in Home & Commercial Property Energy Improvements Responses from Resilience Plan Worksheet 3 participants

Worksheet Three Query: “Would you be interested in voluntarily implementing some or all of the following strategies at your home or commercial property? If so please select those that you find of interest.”



Energy & Mobility *continued*

Commercial Energy Efficiency

One commercial building opportunity to inspire building owners and managers to improve energy efficiency is to start and publish a voluntary building energy benchmarking program. It could eventually convert to a mandatory program. This will motivate building owners and operators to invest in their properties to make them more efficient and more valuable.

Future opportunities include expanding on the current energy efficiency programs for existing City of Cedar Falls facilities by pursuing Net Zero Energy or Net Positive Energy for Cedar Falls facilities that may be built or receiving a renovated in the future.

Energy demand reductions recommended for new or significantly renovated facilities constructed between now and 2040: 25%, after 2040: 40%, after 2050: 60% than 2020. Consider coupling on-site renewable energy generation with battery storage and making it an “island” or stand-alone to power critical operations in energy emergencies. Don’t try to power the entire facility. Instead, pick out the things that really matter if the power goes out during an extreme event.

City and public facility energy updates and engineering improvements can act as catalysts for action by others in the community. One opportunity available is to track and bi-annually publish the energy savings. Creating simple how-to case studies showing the techniques, products, and people involved can help others understand how to make their facilities more energy efficient.

What you can do as a commercial building owner, operator, or tenant – Heating and Cooling Energy:

- Make sure that heating and cooling equipment is serviced
- Change air filters regularly to reduce friction in airflow
- Set back thermostats at night and on-off hours.
- Install a building wide automated control system that manages specific heating and cooling zones based on their occupancy and operating times . The system should turn the temperature settings up or down 24 hours a day, 365 days a year.
- Where appropriate, install Variable Frequency Drives (electric motors).

What you can do as a commercial building owner, operator, or tenant:

Contact Cedar Falls Utilities about a possible energy audit or custom energy modeling for your building.

Reduce Lighting energy

Install LED lighting fixtures or replace old bulbs, including linear fluorescent bulbs with LED retro-fits.

If the lighting is within 2 1/2 or 3 times the head height of a window, include self-regulating dimmers that gradually turn the light level up and down with varying levels of sunlight.

Ensure lights are turned off at night and during off hours. If possible, use an automated lighting control system with occupant override switches.

In non-critical light areas such as offices, break rooms, toilet rooms, and storage rooms, install occupancy sensors, so room lights automatically turn off or dim in unoccupied areas.

Energy & Mobility *continued*

Industrial Energy Efficiency

Industrial facilities are an important Energy Efficiency opportunity to pursue as energy used to conduct the industrial process can be significant. Continue the pursuit of energy use reductions and renewable energy for manufacturing processes with customized audits and analysis. Equipment loads and process loads can be significant and often require custom solutions.

Carbon Neutral Energy Opportunities

One opportunity available in Cedar Falls for supporting a 100% carbon neutral energy power grid is to provide intermittent power for wind and solar by retooling the Streeter Station as a peaking plant for electric power generation from renewable natural gas.

Customer-Owned solar can be part of a larger network of utility owned distributed solar energy to support grid resilience.

Incrementally increase the capacity of the city wide electric grid allowing for expanded use of electricity for transportation and heating through improved transmission and distributed solar generation across the community. There is greater overall potential to produce carbon neutral electricity than carbon neutral forms of liquid & gas fuels, which are commonly burned for heat & transportation. Expanding the electricity grid capacity allows for an incremental switch from burning fuels for heat to electricity.

Mobility

Automobile makers around the world are rapidly shifting toward electric vehicles. A 2019 Consumer Reports survey found that nationally 63% of prospective car buyers in America have some interest in electric vehicles (EV's) and 31% would consider one for their next purchase. This is in line with a Cedar Falls survey that showed 25% of respondents are interested in EV's. Currently electric hybrids make the most sense in Cedar Falls' urban and rural setting. The city has started converting to electric and hybrid light-duty vehicles. Electric and hybrid medium and heavy duty vehicles are currently available for city buses, fire trucks (Madison, WI) and some other equipment.

What you can do as an industrial facility owner or operator:

Contact Cedar Falls Utilities about a possible energy audit or custom energy modeling for your facility

Heating and cooling energy:

Explore solar hot water for food processing, laundromats, residential facilities & other peak load intensive hot water uses.

Explore displacement ventilation for air quality and efficiency. It may reduce the demand for very high volume fresh air criteria.

Energy & Mobility *continued*

Mobility *continued*

As called for in the Action Sets, incrementally continue to convert City and Cedar Falls Utility fleet to hybrid or electric vehicles as light-duty vehicles are retired. Convert medium and heavy-duty fleet vehicles when technically feasible as they are retired.

Hybrid Rideshare Co-op

An opportunity to expand mobility options in Cedar Falls exists by completing the bike trail and commuter bike routes in Cedar Falls. The existing Cedar Falls bike trail system is robust. It offers the opportunity to improve mobility options for individuals in the community if loops and dead ends are completed and gaps filled.

A local electric hybrid vehicle rideshare co-op with commuter bike racks can help complete the bike trail and route systems as an alternative mobility choice for the Cedar Falls community. Bike commuters can count on a ride to a meeting from work, get a ride during expected inclement weather or a late night at the office.

The rideshare co-op could provide subscription service for seniors and the disabled. Unsubscribed time can be used for on-demand service to anyone. Requiring bike racks on all rideshare cars will be important for ensuring they complement the bike system. The Resilience Coordinator can help co-op owner-drivers find grants or low-cost loans to purchase vehicles and install commuter bike racks on their cars.

On-demand audiences for a rideshare include University of Northern Iowa students, 'first and last mile' riders for the Cedar Falls bus route and bike commuters. To succeed, regular operating hours, including early & late times, will be needed. This program can generate local jobs. The co-op should target a living and family wage for drivers.

Along with a hybrid rideshare co-op, consider promoting the voluntary use of hybrid and EVs by incrementally expanding access to charging stations in Cedar Falls at a rate that modestly exceeds the anticipated increase in market demand. Another opportunity available is to provide parking stalls at various locations for rentable plug-in hybrid rideshare vehicles. While chargers are preferred at these locations, they are not required. Plug-in hybrid cars are desirable over all electric vehicles for rental due to the urban and rural driving distances in Cedar Falls.

A local rideshare program would be innovative. However, it could be an important complement to the commuter bike trail and route system making them a viable mobility and commuter option.

Here are two examples of rideshare co-ops that accept existing drivers and services. One in New York, and one national.

Examples of rideshare co-ops:

Local Driver - National
<https://localdriver.co/membership/>

The Drivers Cooperative – New York
<https://www.drivers.coop/>

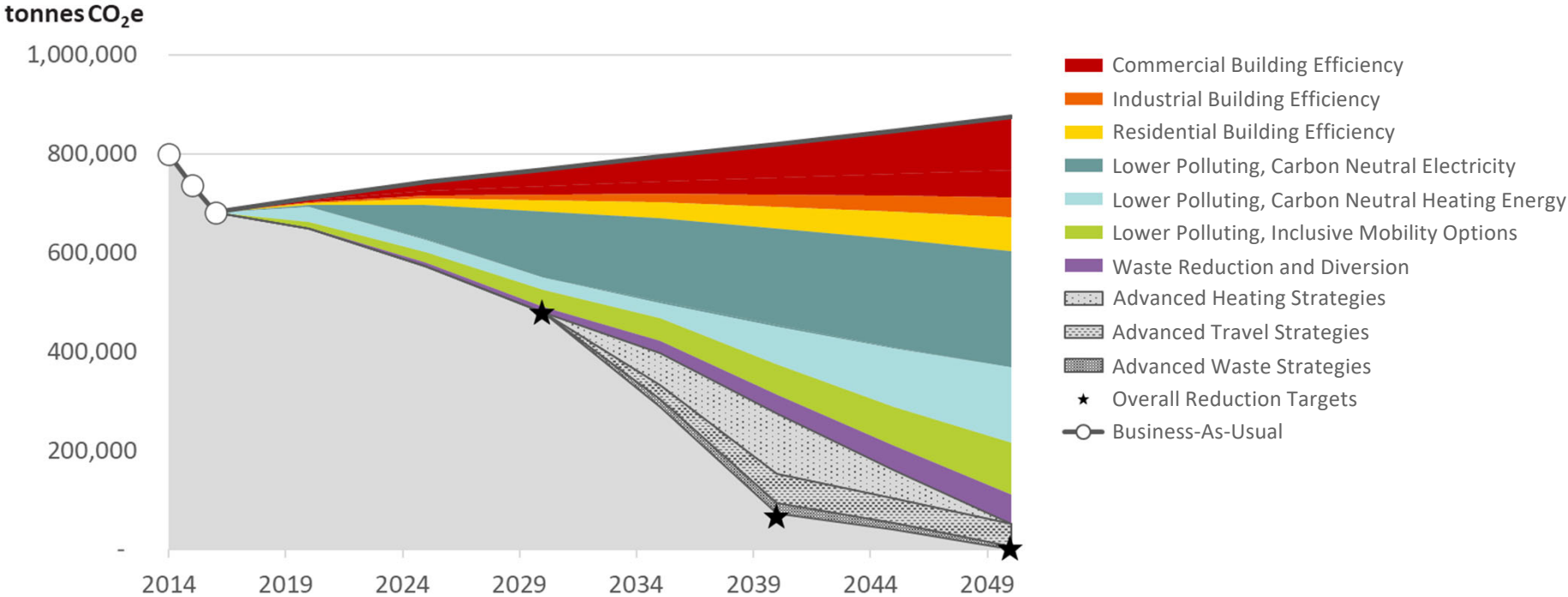
Energy & Mobility *continued*

Carbon Reduction Scenario

Cedar Falls has developed a scenario outlining different strategies to reduce carbon pollution between now and 2050 (Figure 37). This scenario includes baseline data from 2014-2016, a "business-as-usual" trajectory through 2050, overall reduction assumptions for 2030, 2040, and 2050, and a series of reduction "wedges". "Starred" overall reduction targets are approximate.

Assumption for nine areas of carbon reduction were established that require participation from the entire community. The assumption metrics were listed previously in the plan, along with techniques, strategies and opportunities for achieving the metrics. Added information on the assumptions are included in the Appendix and narrative. High-priority items, recommendations and specific goals are identified in the Action Sets. Advanced strategies that show strong promise but require technologies and markets to develop further before pursuing do not have specific Action Sets. However, they are discussed throughout the Energy & Mobility narrative and in the Appendix.

Figure 37. Carbon Reduction Scenario



Energy & Mobility *continued*

Carbon Reduction Scenario *continued*

The baseline data reflects the results from the community-wide carbon pollution inventory, including emissions from activities occurring within the community such as building energy use, vehicle travel, and waste generation. The business-as-usual trajectory represents what could happen if the community grows in population as predicted while continuing to emit carbon at the same rates as in 2016.

The overall reduction assumptions were established by the Cedar Falls resilience planning team to guide this exercise. The 2030 assumption was created based on established technologies and reduction techniques to be both meaningful and achievable.

The 2040 and 2050 assumptions are based on per capita carbon budgets calculated using the goals established by an international organization of scientists representing 195 member countries (including the United States) through an open and transparent review of the thousands of scientific

papers published each year on the topic (IPCC 1.5 Report). The overall reduction assumptions for Cedar Falls equate to a 35% reduction from 2015 levels by 2030, a 90% reduction by 2040, and net-zero carbon by 2050.

The reduction wedges represent a series of carbon pollution reduction strategies intended to close the gap between the business-as-usual trajectory and the overall reduction assumptions. The wedges account for:

- Existing policies, such as building energy codes and federal vehicle fuel economy standards;
- Established goals, such as Cedar Falls Utilities goals to reduce their carbon emissions 45% from 2010 levels by 2030 and achieve carbon-neutral electricity generation by 2050;
- Anticipated market trends, such as an increase in electric vehicles; and
- Potential reduction strategies developed through the resilience planning effort, such as producing renewable natural gas and diverting waste from the landfill. These strategies are reflected in the action sets for the community laid out in this plan.

Assumptions and context for each of the strategies included in this scenario are presented in the Appendix. While established technologies and reduction techniques are anticipated to make significant progress toward these long-term goals in Cedar Falls, the final portion - represented by the "Advanced Strategies" - depends on emerging technologies and techniques, likely including a combination of additional carbon pollution reduction plus carbon removal from the atmosphere and sequestration.

Carbon Reduction Scenario Wedge Action Sets

- Action Set A1: Residential Building Efficiency
- Action Set A2: Commercial & Industrial Facilities Efficiency
- Action Set A3: Lower-Polluting, Carbon Neutral Electricity
- Action Set A4: Lower-Polluting, Carbon Neutral Heating Energy
- Action Set A5: Lower-Polluting, Inclusive Mobility Options
- Action Set A6: Waste Reduction and Diversion

Energy & Mobility *continued*

Cedar Falls Carbon Pollution Inventory

Students at the University of Northern Iowa conducted a three-year carbon pollution inventory for the community of Cedar Falls following the U.S. Community Protocol (USCP), developed by ICLEI Local Governments for Sustainability USA. This inventory accounts for the carbon dioxide, methane, and nitrous oxide emissions (reported in the common units of carbon dioxide equivalents, or CO₂e) caused by activities occurring within the community, including:

- use of electricity by the community
- Use of fuel in residential, commercial, and industrial stationary combustion equipment (engines, boilers, heat-based factory processes)
- On-road passenger and freight motor vehicle travel
- Use of energy in potable water and wastewater treatment and distribution
- Generation and disposal of solid waste by the community

Data for the carbon pollution inventory comes from a variety of sources, including aggregated

Figure 38. Cedar Falls 2016 CO_e Breakdown.

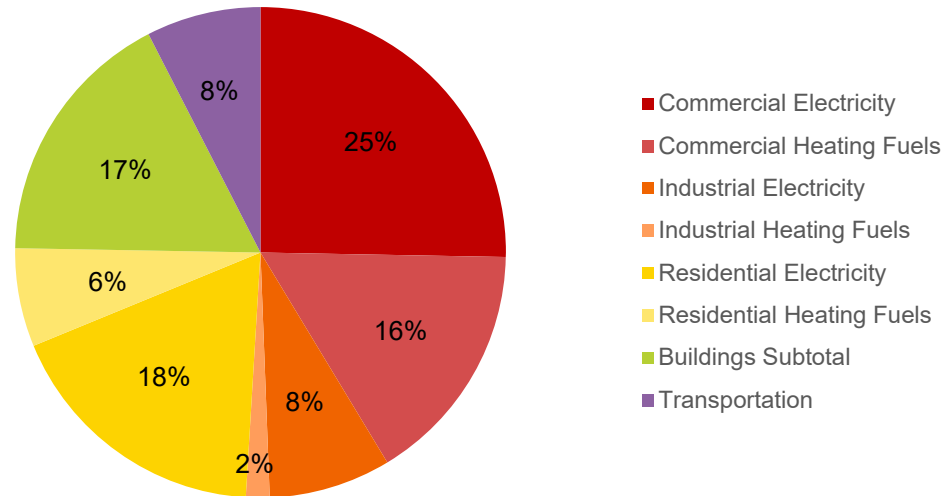
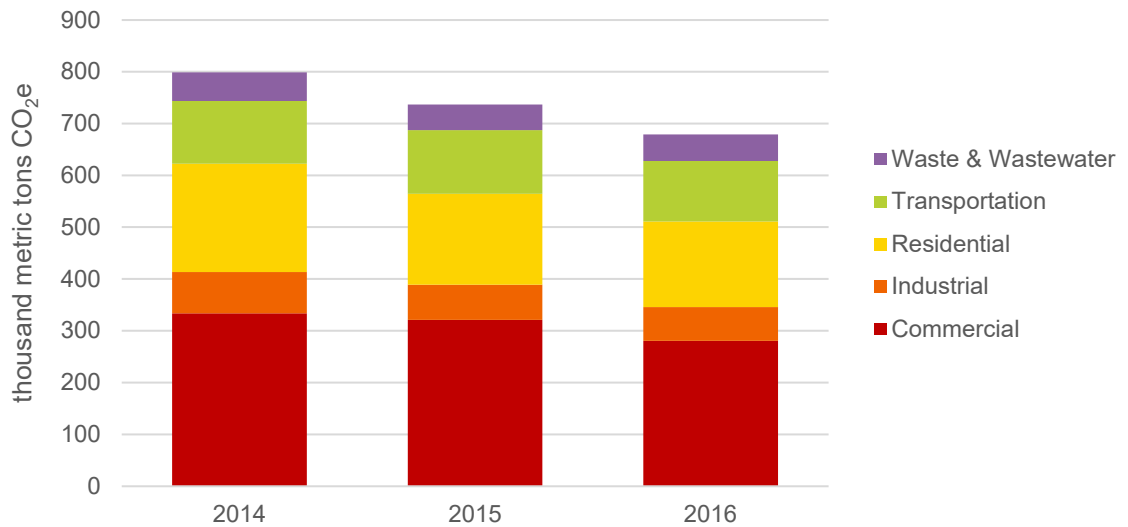


Figure 39. Cedar Falls 2014-2016 CO_e emissions trends



Energy & Mobility *continued*

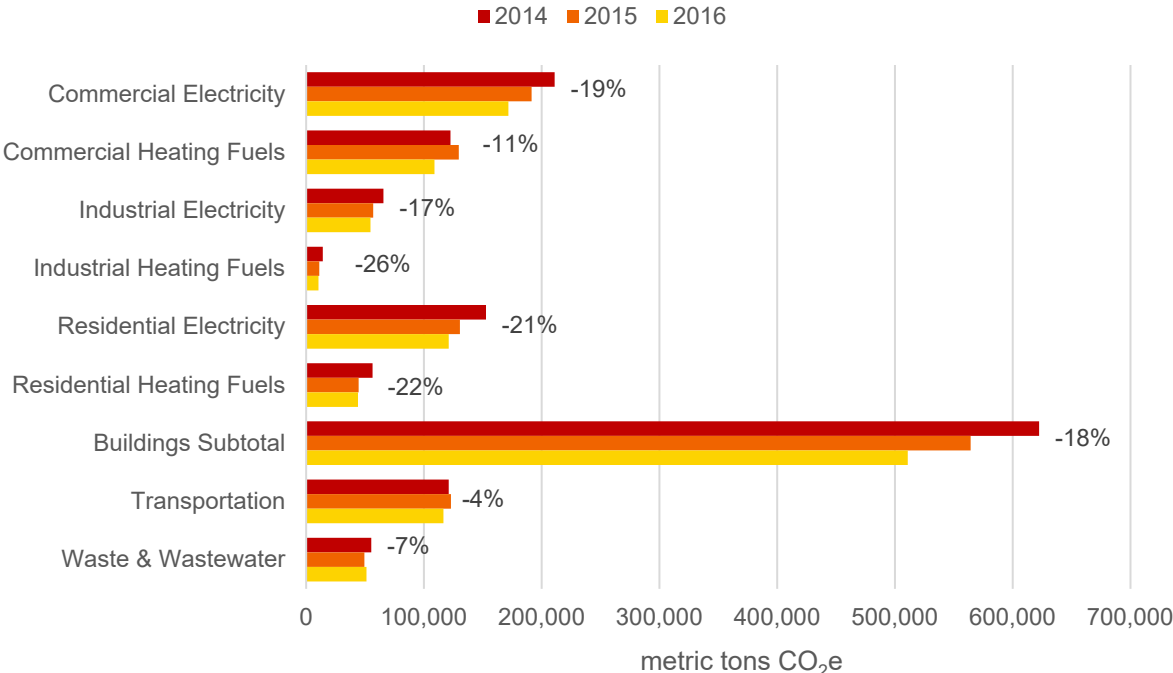
Carbon Inventory *continued*

energy data from Cedar Falls Utilities, vehicle travel data from the Iowa Department of Transportation (DOT), and waste data from the City of Cedar Falls and Black Hawk County.

In 2016, the community of Cedar Falls emitted 679,000 metric tons of CO₂e. Approximately 75% of these emissions came from the energy used in buildings, while 17% came from transportation and the remaining 8% from waste and wastewater management (Figure 39). Within the building sector, 68% of emissions were from electricity while 32% came from natural gas and other heating fuels. Commercial buildings accounted for 55% of building energy emissions, with residential accounting for 32% and industrial accounting for 13%.

Community-wide emissions decreased by 15% from 2014 to 2016, primarily due to warmer winters and a transition to cleaner electricity sources (Figure 38 and Figure 39).

Figure 40. Cedar Falls 2014-2016 CO₂e emissions trends by sector/energy type



Building Energy Use

Despite the majority of 2016 building energy emissions coming from electricity, the majority (59%) of building energy use is from heating fuels. This demonstrates that electricity emissions per Million British Thermal Units (MMBtus) were considerably higher than natural gas emissions rates in 2016. However, Cedar Falls Utilities electricity emission rates have dropped since 2016 and are anticipated to continue dropping as they strive to meet their carbon goals.

Energy & Mobility *continued*

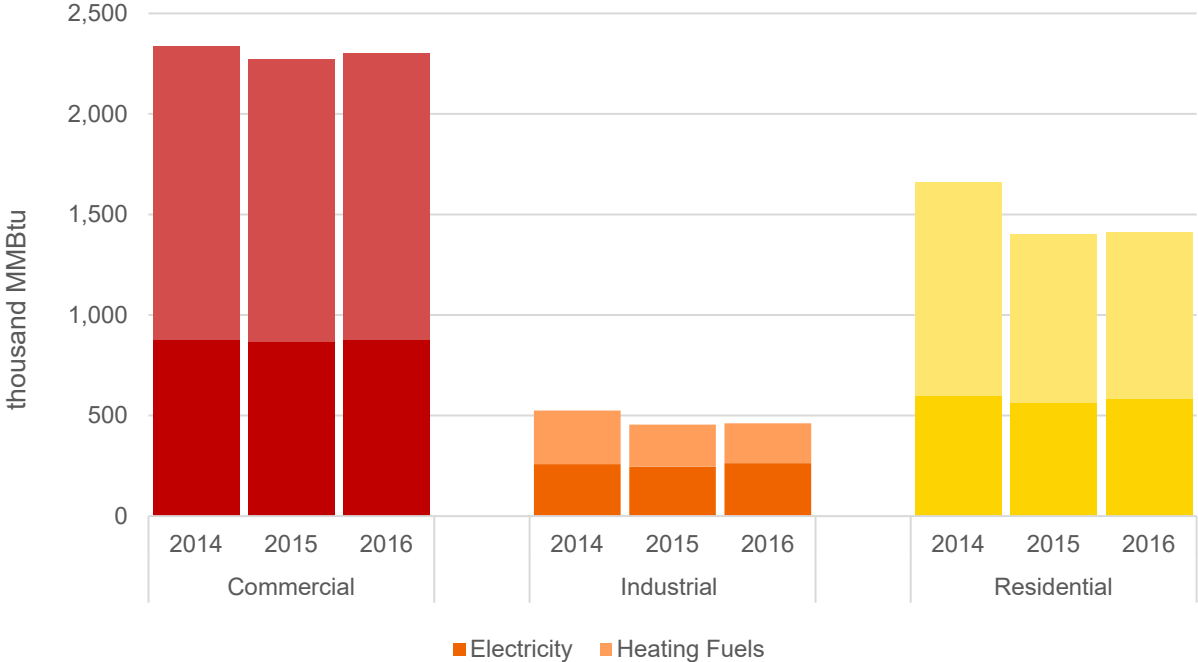
Building *continued*

The use of heating fuels in buildings decreased by 12% from 2014 to 2016 – primarily in the residential sector – likely due to warmer winter temperatures (Figure 41). Electricity use stayed relatively constant, though cleaner generation sources led to an overall reduction in electricity emissions.

Residential energy use can also be viewed in terms of its economic burden on households. The term “energy burden” refers to the cost a household pays in energy bills as a percentage of total household income. The average energy burden in the U.S. is 3%; 6% is considered a “high energy burden” and 10% a “severe energy burden”.

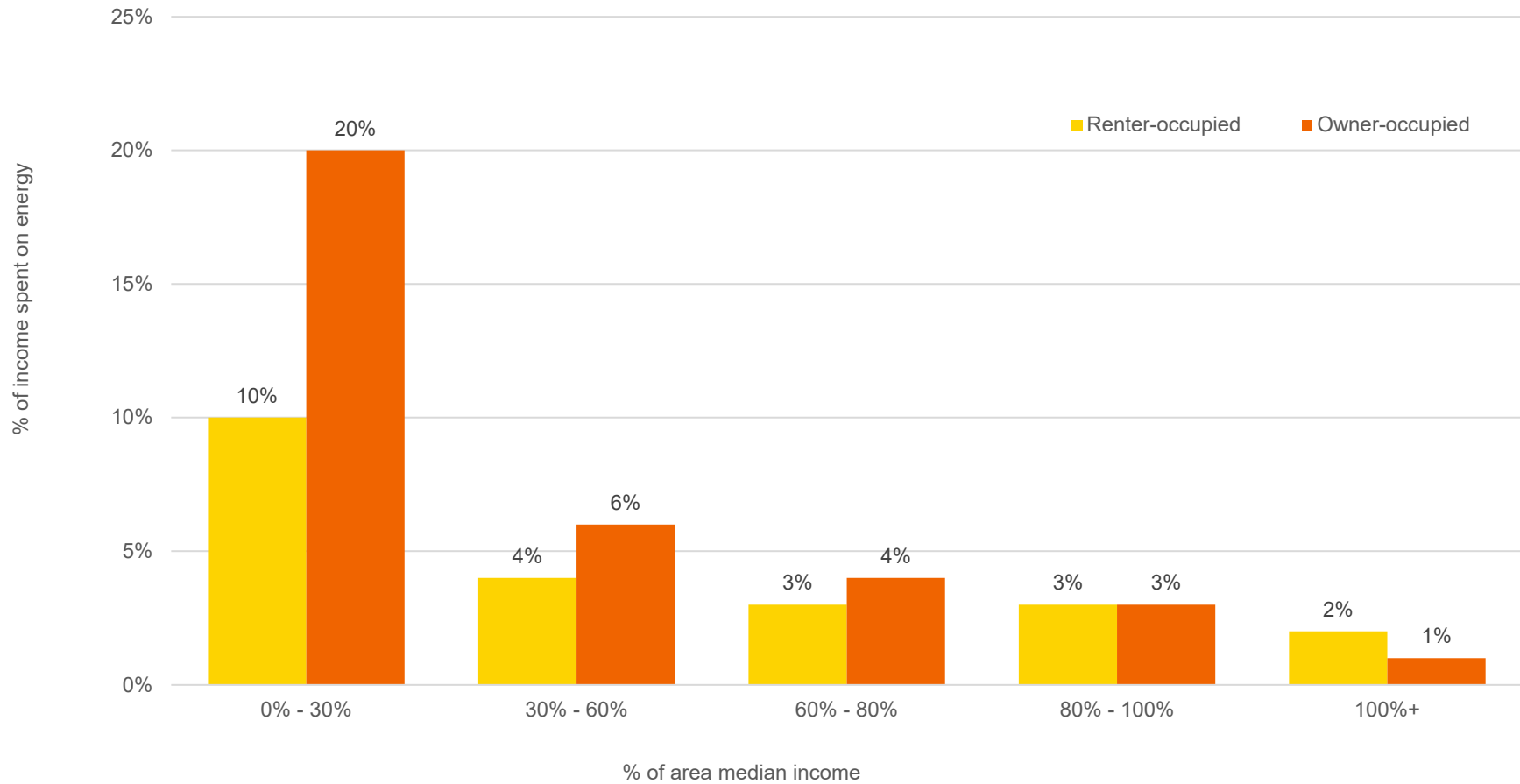
The average Cedar Falls household spends 2% of income on energy (Figure 42). However, low-income households spend 20%, equating to nearly \$2,000 of annual energy costs – more than any other group. Reducing the severe energy burden for these households represents a key opportunity to address carbon pollution, resilience, and social equity.

Figure 41. Cedar Falls Energy Use by Sector and Energy Type



Building *continued*

Figure 42. Cedar Falls Household Energy Burden by Tenure and Income



Energy & Mobility *continued*

Transportation and Mobility

The most common form of transportation in Cedar Falls is single-occupancy vehicles (Figure 43). Based on a national scoring system from Walk Score that evaluates routes to amenities, the community is “car-dependent”, with an overall Walk Score of 38, Bike Score of 57, and Transit Score of 20 (on a low to high scale of 1-100).

Waste Management

Waste in Cedar Falls is managed through a combination of City staff or City-contracted haulers, private haulers, and individual drop-off at recycling locations, the compost facility, the waste transfer station, and the County landfill used by residents and businesses. Approximately 5.5-6.5 pounds of waste is landfilled daily per person living in Cedar Falls, and over three-quarters of the city-managed waste is landfilled (Figure 44).

Reduction Actions:

Encourage development of the local circular economy. Promote reuse/shared use opportunities:

- Tool rental and lending library
- Product repair shops
- Resources that sell used products.

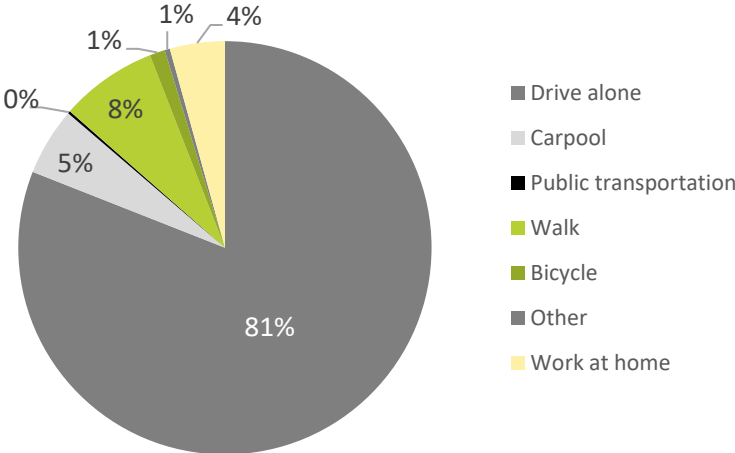
Explore a voluntary curbside composting co-op operated by local farmers for restaurants & residents. Targets:

- Feasibility Micro-Study: 2023
- Pilots Program (if feasible): 2025
- Expanded start-up (if feasible): 2027

Pursue the reduction of single-use plastic by promoting voluntary use-reductions:

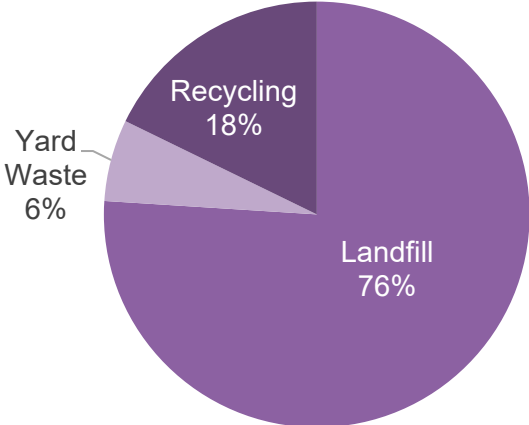
- Targets: 2030 15%, 2040 40%, 2050 75%

Figure 43. Cedar Falls Commuting Methods



Data Source: U.S. American Community Survey, 2018.

Figure 44. Cedar Falls Waste Disposal Methods



Data Source: City of Cedar Falls, 2020



Action Plan

C1 Action Set Resilience Coordinators

This Action Set establishes identifiable positions within the City and CFU to execute the Resilience Plan. The Action Set includes descriptions, responsibilities, and guidance for those positions.

			Local Economy & Community			Weather & Nature			Energy & Mobility			Champion Partners								
			1 Local Business and Jobs	2 Business Talent and Local Amenity	3 Diversified Local Economy	4 Fair and Equitable Opportunity	5 Housing Options	6 Community Well-being	7 Extreme Weather Readiness	8 Extreme Rain Adaptation	9 Variation in Landscape and Habitat	10 Diversified Renewable Energy	11 Pollution and Carbon Reductions	12 Mobility, Walkability and Bikeability	A Champion - Individuals/Stakeholder	B Champion - City	C Champion - Cedar Falls Utilities	D Time line	E Investment	F Value / Payback
			Plan Drivers & Co-benefits									Logistics								
C1.1	Identify positions at the City of Cedar Falls and Cedar Falls Utilities to oversee and coordinate the Resilience Plan Actions.	Current City of Cedar Falls staff will be allocated time + resources to implement the plan. Current CFU staff supporting energy efficiency + production will also support the plan.	Supports this Plan Driver			Supports this Plan Driver			Supports this Plan Driver			Supports this Plan Driver		Champion		NL	T	HF		
C1.2	The coordinators will develop & facilitate a Resilience Network that connects community members, champions, stakeholders, the City of Cedar Falls, and CFU.	Resilience coordinators will work to plan and develop a network which will include a steering committee and online tools, community newsletters, media outlets, host meetings, meeting space, printed materials, etc.	Supports this Plan Driver			Supports this Plan Driver			Supports this Plan Driver			Supports this Plan Driver		Champion		NL	T	HF		
C1.3	The coordinators will help identify community champions and advocate for Resilience Plan Actions using the Resilience Network as a resource tool.	Resilience coordinators will work with community champions and City / CFU staff to make connections with talent, knowledge and resources across the community, region and beyond to execute the Resilience Plan.	Supports this Plan Driver			Supports this Plan Driver			Supports this Plan Driver			Supports this Plan Driver		Champion		NL	T	HF		
C1.4	The coordinators will monitor and track progress across Resilience Plan Action Sets, champions, stakeholders and community members.	Resilience coordinators will develop and publish status reports on plan progress at least annually. Reports will be publicly available online.	Supports this Plan Driver			Supports this Plan Driver			Supports this Plan Driver			Supports this Plan Driver		Champion		NL	T	H		
C1.5	The coordinators will help organize internal resources at the City of Cedar Falls and work with CFU to accomplish goals.	Resilience coordinators will work across departments and divisions at the City & CFU as interdisciplinary liaisons to coordinate and pool resources for executing the Resilience Plan.	Supports this Plan Driver			Supports this Plan Driver			Supports this Plan Driver			Supports this Plan Driver		Champion		NL	T	H		

Potential Partners & Stakeholders

Legend

Time: N Near-Term M Mid-Term
L Long O On-going

City, CFU, Community

Directly Focused on this Plan Driver

Investment: T Time \$ Low \$\$ Med. \$\$\$ High

Supports this Plan Driver

Value: M Med. H High HF Foundational

Connects to this Plan Driver

Champion Support

Item 16.

C2 Action Set

Key Resilience Co-benefits

This Action Set highlights critical components of the plan that work in concert together, offering multiple benefits for improving the quality of life in Cedar Falls now and in the future. The actions in this set can be viewed as high-priority, high-impact actions that the Cedar Falls community can use to leverage other plan actions.

Local Economy & Community						Weather & Nature			Energy & Mobility			Champion Partners					
1	2	3	4	5	6	7	8	9	10	11	12	A	B	C	D	E	F
Local Business and Jobs	Business Talent and Local Amenities	Diversified Local Economy	Fair and Equitable Opportunity	Housing Options	Community Well-being	Extreme Weather Readiness	Extreme Rain Adaptation	Variation in Landscape and Habitat	Diversified Renewable Energy	Pollution and Carbon Reductions	Mobility, Walkability and Bikeability	Champion - Individuals/Stakeholders	Champion - City	Champion - Cedar Falls Utilities	Time line	Investment	Value / Payback

Item 16.

C2 Actions

- C2.1 Expand the local economy by encouraging businesses to provide & develop services and products supporting the Plan.** Encourage existing & new businesses to own, finance, develop, operate and provide services and materials for the housing, buildings, products, services and infrastructure identified in the Plan. Local businesses can become regional market leaders in the resilience sector. Other products and services include renewable energy installs, energy efficiency retrofits (LED lighting, weatherstripping, insulation, heating and air conditioning), electric vehicle (EVs) stations, EVs for the city & CFU fleets, native & adapted landscape plants & care, rainwater harvesting supplies, stormwater infrastructure & maintenance, privately owned rideshare vehicles & care. See C4, W2, W5, E1, E2, E3, E4, E5.
- C2.2 Support access to housing with zoning changes for context appropriate, economically diversified & operationally efficient housing.** Convert existing commercial corridors to walkable & bikeable mixed-use neighborhoods by adding context appropriate economically diverse housing & amenities. See C5, W2, E1, E5.
- C2.3 Support access to mobility options by implementing the Bike-Pedestrian Plan** complimented with low-polluting, locally owned & operated rideshare services and existing bus routes. Include bike racks on all rideshare vehicles as an operational requirement. Between buses with bike racks and rideshares, biking can become a viable commuting choice. As the existing bus fleet is retired, convert to EV. See W2, E5.
- C2.4 Support access to green space with Blue-green Corridors following waterways & natural areas** that also manage stormwater & provide pollinator and bird habitat. Thoughtful design & early planning can allow Blue-green storm corridors to extend throughout the city offering pocket parks and green space. See W2, W5.

Plan Drivers & Co-benefits						Logistics					
[Color-coded bars representing plan drivers and co-benefits]						[Color-coded bars representing logistics]					
						NO T HF					
						NL T\$ HF					
						NM T\$ HF					
						NL TNQ HF					

Potential Partners & Stakeholders

Legend

Time: N Near-Term M Mid-Term
L Long O On-going

City/CFU, Community, equipment suppliers & installers, builders, building supply stores, nurseries, financiers, auto & vehicle suppliers

█ Directly Focused on this Plan Driver

Investment: T Time \$ Low \$\$ Med. \$\$\$ High

█ Supports this Plan Driver

Value: M Med. H High HF Foundational
NQ Not Quantifiable

█ Connects to this Plan Driver

█ Champion █ Support

C3 Action Set

Champion Cedar Falls

This Action Set highlights the importance of the community aspect of Cedar Falls. It encourages community oriented perspectives that maintain and build community scale self-reliance across a range of topics. Resilience emerges through a mix of self-reliance, codependence, and mutually beneficial relationships within and across the community, institutions, organizations, and individuals.

C3 Actions

- C3.1 Actively keep Cedar Falls resilient by avoiding economic & environmental risk** associated with the loss of the community's desirability for new talent, a lack of local innovation, and extreme weather. Keep Cedar Falls vital by pro-actively addressing emergent issues pertinent to the community & by having amenities desirable to upcoming generations & talented individuals such as a vibrant downtown & mixed-use neighborhoods, modest cost housing, fast broadband, arts and culture, a bikeable city and walkable neighborhoods, environmental stewardship, access to nature, living/family wage jobs, entrepreneurial spirit and mixed cultural experiences. See C4, C5, W2, E5.
- C3.2 Continue to maintain balanced & equitable policy, code, tax and regulatory requirements** in support of a thriving & resilient Cedar Falls community, now & in the future. Balance can support community needs, and the needs of individual businesses, organizations and people. Continue the on-going, and living process of balancing individual needs and rights, with community infrastructure and environment needs, public safety, sense of place, and equitable access & fair opportunity for all. Balanced communities are more economically vibrant, socially stable, productive, and resilient.
- C3.3 Utilize the new Resilience Network to help promote fair, equitable access and opportunity for all members of the community** in support of the Cedar Falls Human Rights Commission's outreach, advocacy and education efforts. In particular, focus on coordination and connections relative to outreach and education. Through other components of this Plan, the Resilience Network can also assist the community in working to provide economically diversified accessible housing options; access to multi-modal transportation; access to a living & family income; access to green space; and access to healthy food options.

Potential Partners & Stakeholders

City and Community

Legend

Time: N Near-Term M Mid-Term
L Long O On-going

Directly Focused on this Plan Driver

Investment: T Time \$ Low \$\$ Med. \$\$\$ High

Local Economy & Community						Weather & Nature			Energy & Mobility			Champion Partners					
1	2	3	4	5	6	7	8	9	10	11	12	A	B	C	D	E	F
Local Business and Jobs	Business Talent and Local Amenities	Diversified Local Economy	Fair and Equitable Opportunity	Housing Options	Community Well-being	Extreme Weather Readiness	Extreme Rain Adaptation	Variation in Landscape and Habitat	Diversified Renewable Energy	Pollution and Carbon Reductions	Mobility, Walkability and Bikedability	Champion - Individuals/Stakeholders	Champion - City	Champion - Cedar Falls Utilities	Time line	Investment	Value / Payback
Plan Drivers & Co-benefits												Logistics					
[Dark Blue]						[Dark Blue]			[Dark Blue]			[Grey] NO NQ HF					
[Dark Blue]						[Light Blue]			[Light Blue]			[Grey] NO T HF					
[Dark Blue]						[Light Blue]			[Light Blue]			[Grey] NO T HF					

Supports this Plan Driver

Value: M Med. H High HF Foundational
NQ Not Quantifiable

Connects to this Plan Driver

Champion Support

Item 16.

C4 Action Set Champion Cedar Falls Local Business

This Action Set identifies actionable ways in which the City and community can promote and advance the prosperity and productivity of the local Cedar Falls economy and the local community. The efforts included in this Action Set require long-term and near-term perspectives. They will require ongoing attention and action.

Local Economy & Community						Weather & Nature			Energy & Mobility			Champion Partners					
1	2	3	4	5	6	7	8	9	10	11	12	A	B	C	D	E	F
Local Business and Jobs	Business Talent and Local Amenities	Diversified Local Economy	Fair and Equitable Opportunity	Housing Options	Community Well-being	Extreme Weather Readiness	Extreme Rain Adaptation	Variation in Landscape and Habitat	Diversified Renewable Energy	Pollution and Carbon Reductions	Mobility, Walkability and Bikeability	Champion - Individuals/Stakeholders	Champion - City	Champion - Cedar Falls Utilities	Time line	Investment	Value / Payback

Item 16.

C4 Actions

C4.1 Continue to actively and persistently advance the development of amenities and businesses in Cedar Falls to attract visitors, talent and entrepreneurs. Continue advancing Cedar Falls as a distinct multi-faceted commerce and tourism destination for the region, and as a nationally desirable location for new talent, and entrepreneurs to make Cedar Falls their home. Up and coming generations have different expectations for the places they choose compared to previous generations (see Action C3.1 for more). The difference in generational expectations can create competing interests for urban planning, city and utilities management. This plan actively seeks to creatively integrate the three together. Blue-green corridors, mixed-use opportunities, and resilient technology innovation such as micro-grids are three key examples.

C4.2 In collaboration with other key community organizations promoting economic development, solicit local champions to develop a printed and device friendly online descriptive finder and map for local business and organizations, public amenities, and mobility/transportation options. Develop a living story about key amenities & characteristics that make Cedar Falls desirable. Persistently tell the story through multiple perspectives and media venues. Solicit local business to participate in vigorous outreach activities and to fund development of the map.

C4.3 Utilize the Resilience Network in support of local for profit, and non-profit business development initiatives and start-ups. Place emphasis on those providing services and products that achieve the plan actions. See Resilience Co-benefits Action C2 for a short-list of business opportunities.

Plan Drivers & Co-benefits									Logistics					
[Bar chart showing connections to Plan Drivers]									[Bar chart showing logistics: Champion/Support, Time, Value]					
[Bar chart showing connections to Plan Drivers]									[Bar chart showing logistics: Champion/Support, Time, Value]					
[Bar chart showing connections to Plan Drivers]									[Bar chart showing logistics: Champion/Support, Time, Value]					

Potential Partners + Stakeholders

Legend

Time: N Near-Term M Mid-Term
L Long O On-going

City and Community, Grow Cedar Valley & Mill Race,

Directly Focused on this Plan Driver

Investment: T Time \$ Low \$\$ Med. \$\$\$ High

Supports this Plan Driver

Value: M Med. H High HF Foundational
NQ Not Quantifiable

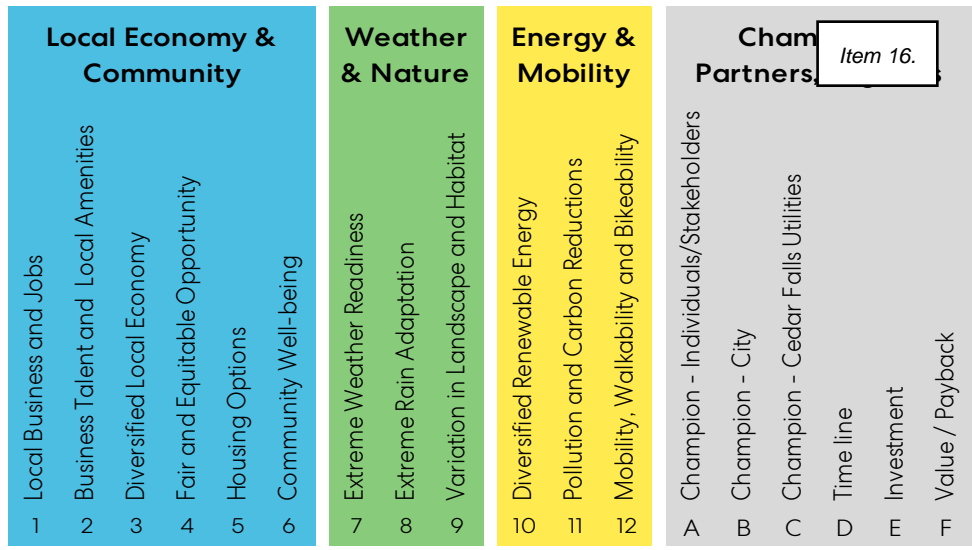
Connects to this Plan Driver

Champion Support

C5 Action Set

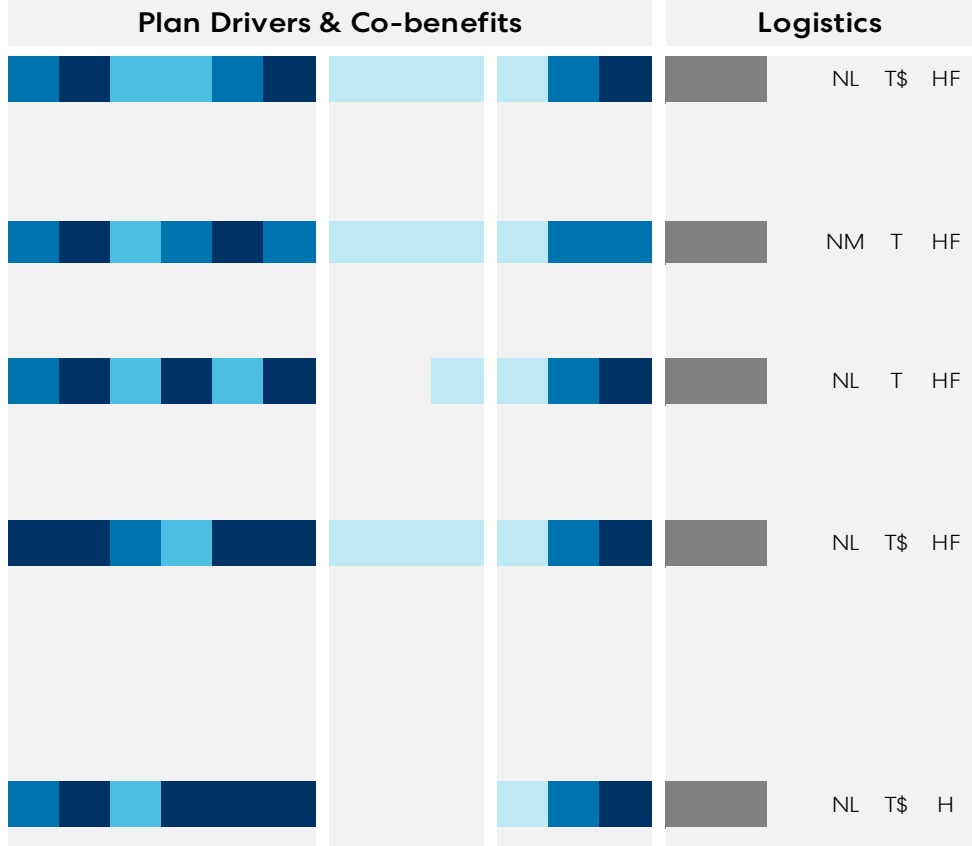
Walkable Neighborhoods & Housing Options

The first intent of this Action Set is to advance neighborhood development opportunities within Cedar Falls that offer amenities attractive to up and coming generations while avoiding significant disruption to existing neighborhoods. See Figure 6. The second intent is to advance housing options that fit the economic needs of all community members and stakeholders.



C5 Actions

- C5.1 Pursue the development of walkable & bikeable mixed-use neighborhoods that encompass existing commercial corridors with bus/ bike access.** Apply a missing middle housing approach. Update zoning requirements to be contextually appropriate. Encourage development in areas with small local grocers, banks, hardware stores, pharmacies, etc. within a 1/4 to 1/2 mile walk and within 3 miles by bike.
- C5.2 Provide the infrastructure supporting bikeability & walkability.** Include shelters, bike racks & rideshare drops-offs at bus stops. Implement the Cedar Falls bike system & nurturing a locally owned rideshare co-op (include bike racks on all vehicles) will make mixed-use neighborhoods even more appealing for bike mobility.
- C5.3 Encourage the development of missing middle housing options** that can provide more modestly priced housing options appropriate for their location. Missing middle housing includes townhomes, cottage court, courtyard building, duplexes side-side & stacked, tri-plexes, fourplexes, multiplex & live-work designed to fit-in with the neighborhood & compliment it (not overtaken by unit counts & building size).
- C5.4 Encourage distance and live/work housing with small first floor commercial uses** through appropriate zoning and building codes by encouraging small co-working centers with small food service at higher-traffic street corners throughout the community. At mixed-use areas allow for combined live/work housing, commercial maker and shop space, eateries and commerce. Encourage incubator flex space, artist lofts, micro-breweries and low-polluting micro-industry. Closely consider life safety, parking & vehicle access, facility size (not too large), streetscape conditions including vehicle and pedestrian interface, window to wall size & numbers & noise
- C5.5 Encourage Accessory Dwelling Units (ADUs)** where appropriate as means of providing diversified housing options, particularly for seniors needing assistance.



Potential Partners & Stakeholders

Legend
Time: N Near-Term M Mid-Term L Long O On-going

City/CFU, community, equipment suppliers & installers, developers, small developers, builders, building supply stores, nurseries, financiers

Investment: T Time \$ Low \$\$ Med. \$\$\$ High Value: M Med. H High HF Foundational Champion Support

W1 Action Set Extreme Weather Readiness

This Action Set highlights the importance of adapting to shifting weather patterns which are becoming incrementally more extreme, posing safety and economic risks to the Cedar Falls community and individuals. The Action Set includes specific strategies and tactics for adapting to the shift.

Local Economy & Community						Weather & Nature			Energy & Mobility			Champion Partners					
1	2	3	4	5	6	7	8	9	10	11	12	A	B	C	D	E	F
Local Business and Jobs	Business Talent and Local Amenities	Diversified Local Economy	Fair and Equitable Opportunity	Housing Options	Community Well-being	Extreme Weather Readiness	Extreme Rain Adaptation	Variation in Landscape and Habitat	Diversified Renewable Energy	Pollution and Carbon Reductions	Mobility, Walkability and Bikeability	Champion - Individuals/Stakeholders	Champion - City	Champion - Cedar Falls Utilities	Time line	Investment	Value / Payback

Item 16.

W1 Actions

- W1.1 Plan for increasingly extreme wind events from derechos, thunderstorms and tornadoes** by continuing to rigorously enforce the existing building code provisions of wind resistance. Encourage 130 MPH wind & projectile resistant weather shelter areas in existing & new buildings & homes. Consider building or remodeling to a design wind speeds of 20 MPH above codes for new critical facilities & infrastructure such as medical facilities, public safety stations, energy/water/sewer facilities. As replaced, improve the resistance of roofs & other wind susceptible building features.
- W1.2 Plan for increasingly extreme rainfall events that bring extended torrential rains** leading to localized flash flooding in creeks, ravines, streets, yards & basements. Incrementally adapt buildings & infrastructure to handle more rain. As homes, buildings, facilities & infrastructure are designed or renovated, consider up-sizing flat roof internal drains & scuppers, increasing stormwater capacity. Set first-floors higher than grade. Protect window wells, exterior stairwells, access drives, service & equipment pits & energy infrastructure from local flooding. Protect drinking water by assessing the vulnerability of wellhead protection areas & private wells to increased rain & flooding.
- W1.3 Plan for warming temperatures as indicated by shifting Hardiness Zones & weather data.** Warming temperatures increase moisture & energize the atmosphere driving more extreme weather & increasing heat waves. Develop a groundwater plan that considers the impact of longer and extended dry-cycles on water resources.
- W1.4 Explore emergency back-up energy for essential facilities and services.** Weather and events, globally & locally are on a mega-trend towards higher levels of volatility. Appropriate levels of back-up energy (public, private & residential) for refrigeration, critical equipment, communications, cooling centers, cool rooms, and winter freeze protection can be vital for maintaining essential needs. Extreme weather can effect access to electrical power & natural gas.

Plan Drivers & Co-benefits	Logistics

Potential Partners & Stakeholders

City/CFU, Middle Cedar Valley Watershed, developers, building and homeowners, landowners, contractors

Legend

Time: N Near-Term M Mid-Term
L Long O On-going

Investment: T Time \$ Low \$\$ Med. \$\$\$ High

Value: M Med. H High HF Foundational
NQ Not Quantifiable

Supports this Plan Driver
Champion Support

W2 Action Set

Blue-green Natural Corridors: Co-Benefits

This Action Set focuses on further enhancing the opportunities embodied by the existing Blue-green corridors in Cedar Falls. The corridors are an essential part of adapting to the increasingly extreme rain events occurring in Iowa and the region. Corridors can include additional recreation, mobility, and natural green space.

Local Economy & Community						Weather & Nature			Energy & Mobility			Champion Partners					
Local Business and Jobs	Business Talent and Local Amenities	Diversified Local Economy	Fair and Equitable Opportunity	Housing Options	Community Well-being	Extreme Weather Readiness	Extreme Rain Adaptation	Variation in Landscape and Habitat	Diversified Renewable Energy	Pollution and Carbon Reductions	Mobility, Walkability and Bikeability	Champion - Individuals/Stakeholders	Champion - City	Champion - Cedar Falls Utilities	Time line	Investment	Value / Payback
1	2	3	4	5	6	7	8	9	10	11	12	A	B	C	D	E	F

Item 16.

W2 Actions

- W2.1 Enhance the co-benefits of the city's waterway and green space network** improving its natural vitality, beauty and the stormwater and recreation services it provides. Encourage naturalized management of the protected flood plain with pollinator and native plantings. Incentivize it by allowing the area of a floodplain on an individual lot to be 35% instead of 25% or less of a newly created lot if the area is permanently naturalized. Trail right-of-ways can also use this technique.
- W2.2 Create Blue-green corridor hubs co-locating stormwater management and outdoor recreation & mobility options** at the intersection of trails, bus routes with bike carriers, parking and rideshare drop-offs. Combine trails, outdoor fitness, relaxation/recreation areas with stormwater management/habitat ponds, rain gardens & natural plantings to manage rainfall run-off & increase native vitality. Locate key amenities so they are available using different transportation options.
- W2.3 Link corridors for natural vitality, rainwater management, and biking.** Work to re-naturalize sections of corridors that have been stripped of their natural plantings and re-link naturalized areas together with naturalized plantings. Use native, pollinator friendly plantings. Relinking and renaturalizing corridors significantly improves their stormwater functions and native robustness. Add pedestrian/bike trails to corridors where they are missing if there is space available. Link them to other existing trails to help improve the Cedar Falls bike system.
- W2.4 Include pollinator and bird friendly Native & Adapted plantings and trees** along Blue-green corridors to increase the level of existing natural vitality & rainfall absorption. Encourage corridor adjacent residences and businesses to adopt beneficial yard and landscape planting and maintenance protocols including bird-friendly window treatments and pollinator plantings.

Plan Drivers & Co-benefits												Logistics					
[Green/Black/White bars]						[Green/Black/White bars]						[Grey/White bars]		NMO	NQ	H	
[Green/Black/White bars]						[Green/Black/White bars]						[Grey/White bars]		NMO	\$NQ	HF	
[Green/Black/White bars]						[Green/Black/White bars]						[Grey/White bars]		NMO	NQ	HF	
[Green/Black/White bars]						[Green/Black/White bars]						[Grey/White bars]		NMO	T\$	HF	

Potential Partners & Stakeholders

Legend

Time: N Near-Term M Mid-Term
L Long O On-going

City/CFU, Tallgrass Prairie Center, developers, building and homeowners, landowners, landscape contractors, nurseries,

Directly Focused on this Plan Driver

Investment: T Time \$ Low \$\$ Med. \$\$\$ High

Supports this Plan Driver

Value: M Med. H High HF Foundational
NQ Not Quantifiable

Connects to this Plan Driver

Champion Support

W3 Action Set

Blue Green Corridor + LID Stormwater Management

This Action Set identifies specific ways the City and community can adapt to the shifting rainfall patterns in Cedar Falls, focusing on green infrastructure strategies that have a lower cost, flexibility, and multiple benefits, including recreation and natural space.

Local Economy & Community						Weather & Nature			Energy & Mobility			Champion Partners					
Local Business and Jobs	Business Talent and Local Amenities	Diversified Local Economy	Fair and Equitable Opportunity	Housing Options	Community Well-being	Extreme Weather Readiness	Extreme Rain Adaptation	Variation in Landscape and Habitat	Diversified Renewable Energy	Pollution and Carbon Reductions	Mobility, Walkability and Bikeability	Champion - Individuals/Stakeholders	Champion - City	Champion - Cedar Falls Utilities	Time line	Investment	Value / Payback
1	2	3	4	5	6	7	8	9	10	11	12	A	B	C	D	E	F

Item 16.

W3 Actions

- W3.1 Increase the existing stormwater system capacity to manage new development & increasing extreme rainfall volumes** by using Low Impact Development (LID), green-infrastructure & Blue-green corridors including planted bioswales, infiltration basins, retention ponds and native & adapted plantings where feasible in lieu of mown turf to increase infiltration. See Figures 8, 10, 18, 21, 23, 25, 26.
- W3.2 Economically manage stormwater using a combination of site and district level approaches across Cedar Falls.** Focus new developments on site level stormwater management. Establish minimum compliance thresholds for new projects that not only meet current stormwater + detention requirements but are upgraded to protect against extreme rainfall. See W4.3 and Figures 12, 14, 15, 16, 17. Encourage "beyond compliance" with initiatives, education and grants.
- W3.3 Incrementally increase use of available green space and stormwater capacity in already developed areas** of Cedar Falls by utilizing road reconstructions as opportunities for rain retention under streets & parking lots with oversized vaults, pipes & aggregate void space storage systems. Add bioswales where space permits. Use right-of-ways for retention and infiltration where possible incorporating district level retention storage in capital improvement projects utilizing vacated properties, if they become available. See W4.3 and Figures 8, 14, 8, 10, 18, 19.
- W3.4 Reduce barriers to regional stormwater management** by investing in public-private partnerships, empowering staff to work beyond property line boundaries, implementing district-scale solutions, & creating a public private policy for financial contributions. Preserve open space & agricultural lands & promote stormwater best management practices to landowners upstream & outside the city limits.

	Plan Drivers & Co-benefits												Logistics					
W3.1	[Green/White/Black bars]						[Green/White/Black bars]						[Grey/White/Black bars]					
W3.2	[Green/White/Black bars]						[Green/White/Black bars]						[Grey/White/Black bars]					
W3.3	[Green/White/Black bars]						[Green/White/Black bars]						[Grey/White/Black bars]					
W3.4	[Green/White/Black bars]						[Green/White/Black bars]						[Grey/White/Black bars]					

Potential Partners & Stakeholders

Legend

Time: N Near-Term M Mid-Term
L Long O On-going

City/CFU, Middle Cedar Valley Watershed, Tallgrass Prairie Center, developers, building and homeowners, landowners, landscape

[Dark Green] Directly Focused on this Plan Driver

Investment: T Time \$ Low \$\$ Med. \$\$\$ High

[Green] Supports this Plan Driver

Value: M Med. H High HF Foundational
NQ Not Quantifiable

[Light Green] Connects to this Plan Driver

[Dark Grey] Champion [Light Grey] Support

170

W4 Action Set Extreme Rainfall Management

This Action Set identifies specific ways the City and community can adapt to the extreme rainfall patterns becoming increasingly frequent in Iowa and the upper midwest. The actions focus on green infrastructure strategies due to their lower cost, flexibility, and multiple benefits, including recreation and natural space.

Local Economy & Community						Weather & Nature			Energy & Mobility			Champion Partners					
1	2	3	4	5	6	7	8	9	10	11	12	A	B	C	D	E	F
Local Business and Jobs	Business Talent and Local Amenities	Diversified Local Economy	Fair and Equitable Opportunity	Housing Options	Community Well-being	Extreme Weather Readiness	Extreme Rain Adaptation	Variation in Landscape and Habitat	Diversified Renewable Energy	Pollution and Carbon Reductions	Mobility, Walkability and Bikeability	Champion - Individuals/Stakeholders	Champion - City	Champion - Cedar Falls Utilities	Time line	Investment	Value / Payback

Item 16.

W4 Actions

- W4.1 During Capital Improvement Planning, perform an urban flash flood risk screen** as described in GIS Figure 20. (include storm and sanitary sewer, gas and electric). Use this Plan's GIS-dataset to frame risk, cost and benefit issues relative to extreme rain pooling, pressure and scouring. Incrementally evaluate existing infrastructure for potential changes to increase resilience during & after severe events.
- W4.2 Proactively improve extreme rainfall readiness** by continuing rigorous evaluations & hesitance to approve variance requests to floodplain & stormwater thresholds. Cedar Falls 500-year floodplain ordinance is a model for prudent risk management. Keep risk low by continuing to limit variances to elevation, freeboard & floodway fringe impact.
- W4.3 Manage extreme rainfall flows upstream from developed neighborhoods as new developments increase run-off & extreme rain events intensify.**
 - Require new projects to manage rain events either on-site or in developer provided naturalized district ponds/basins, or tanks.
 - Identify key locations for regional emergency management of extreme rain events with naturalized ponds & basins. Consider increasing stormwater utility fees as a funding source for extreme rain management. Purchase land & set aside for green-infrastructure, if needed. Refer to Figure 19. for specific rainfall event criteria.
 - Leverage existing right-of-way areas by using stormwater fees to provide dollars for stormwater management beyond the curb to curb area.
 - Leverage developer provided ponds as they are built by adding capacity for torrential rain events. To manage first-cost, dedicate land during the time-of-plat for anticipated increases in extreme rain driven by future temperature changes.
 - Continue the buy-out program of flood-prone areas & implement benefit creating projects such as flood-storage parks & natural habitat in these floodplain areas.

Plan Drivers & Co-benefits						Logistics					

Potential Partners & Stakeholders

City/CFU, Middle Cedar Valley Watershed, developers, building and homeowners, landowners, contractors

Legend

Time: N Near-Term M Mid-Term
L Long O On-going

Directly Focused on this Plan Driver

Investment: T Time \$ Low \$\$ Med. \$\$\$ High

Supports this Plan Driver

Value: M Med. H High HF Foundational
NQ Not Quantifiable

Connects to this Plan Driver

Champion Support

W5 Action Set

Beneficial Yardscapes + Landscapes

This Action Set identifies specific ways in which the City and community can create landscapes that are more resilient to more volatile weather patterns, including extended dry periods without rain and increasing amounts of rain during rainfall events. The actions also support landscape resilience by increasing the number of different plant species and providing plants that support pollinators.

Local Economy & Community

- 1 Local Business and Jobs
- 2 Business Talent and Local Amenities
- 3 Diversified Local Economy
- 4 Fair and Equitable Opportunity
- 5 Housing Options
- 6 Community Well-being

Weather & Nature

- 7 Extreme Weather Readiness
- 8 Extreme Rain Adaptation
- 9 Variation in Landscape and Habitat

Energy & Mobility

- 10 Diversified Renewable Energy
- 11 Pollution and Carbon Reductions
- 12 Mobility, Walkability and Bikeability

Champion Partners

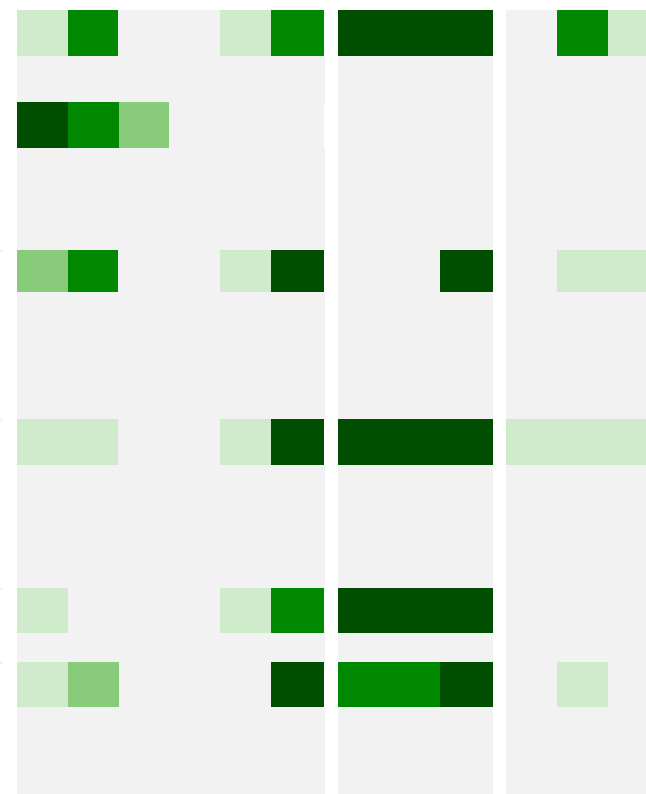
- A Champion - Individuals/Stakeholders
- B Champion - City
- C Champion - Cedar Falls Utilities
- D Time line
- E Investment
- F Value / Payback

Item 16.

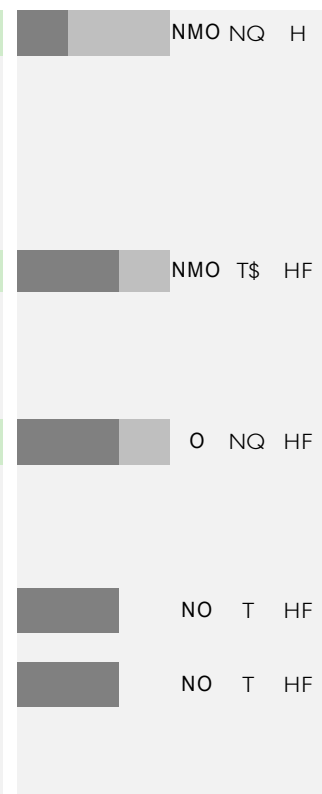
W5 Actions

- W5.1 **Promote a variety of Native & Adapted plantings & trees for residential / commercial yards & public landscapes.** Create attractive planted areas by combining groomed areas with other Native & Adapted plants. Consider promoting 70%-80% non-manicured landscapes with mulch, plant spacing, native mowable grass strips, paths & attractive fencing for a more formal look. Native & Adapted plants absorb rain run-off, don't spread aggressively, remain healthy on local rain levels partly by self-shading, sequester carbon & tolerate local pests.
- W5.2 **Increase pollinator and bird habitat with Native & Adapted plantings.** Focus on the endangered Rusty Patched bumble bee which is native to Iowa and one of the best pollinators. Select Native & Adapted plantings that provide high levels of nutrients. Consider ankle or knee high pollinator lawns. Include bird safe decals/frit (paint) patterns on window glass facing planted areas.
- W5.3 **Plan for an ongoing shift in the Hardiness Growing Zone.** The shift is predicted to continue (see the Energy + Mobility category for more on shifting temperatures). Select hardy perennials and trees for yards, streets, parks and natural areas that can tolerate the current weather, and warmer temperatures, longer dry spells and more pests as the Hardiness Zone continues to shift.
- W5.4 **Encourage more rainwater harvesting for irrigation and habitat areas.** Conduct how-to education events for the public/business.
- W5.5 **Reduce the use of pesticides & herbicides by growing Native & Adapted plants which** are typically more resistant to local pests allowing for an integrated pest management approach in yards + landscapes. Pesticides & herbicides are a recognized threat to drinking water, human health, wildlife diversity and pollinators.

Plan Drivers & Co-benefits



Logistics



Potential Partners & Stakeholders

City/CFU, Tallgrass Prairie Center, developers, building and homeowners, landowners, landscape contractors, nurseries,

Legend

Time: N Near-Term M Mid-Term
L Long O On-going

Directly Focused on this Plan Driver

Investment: T Time \$ Low \$\$ Med. \$\$\$ High

Supports this Plan Driver

Value: M Med. H High HF Foundational
NQ Not Quantifiable

Connects to this Plan Driver

Champion Support

E1 Action Set Residential Energy Efficiency

This Action Set identifies specific residential energy use reduction strategies championed by Cedar Falls Utilities (CFU). While CFU can champion the strategies, energy use reductions can only be achieved through communitywide participation.

Local Economy & Community

- 1 Local Business and Jobs
- 2 Business Talent and Local Amenities
- 3 Diversified Local Economy
- 4 Fair and Equitable Opportunity
- 5 Housing Options
- 6 Community Well-being

Weather & Nature

- 7 Extreme Weather Readiness
- 8 Extreme Rain Adaptation
- 9 Variation in Landscape and Habitat

Energy & Mobility

- 10 Diversified Renewable Energy
- 11 Pollution and Carbon Reductions
- 12 Mobility, Walkability and Bikeability

Champion Partners

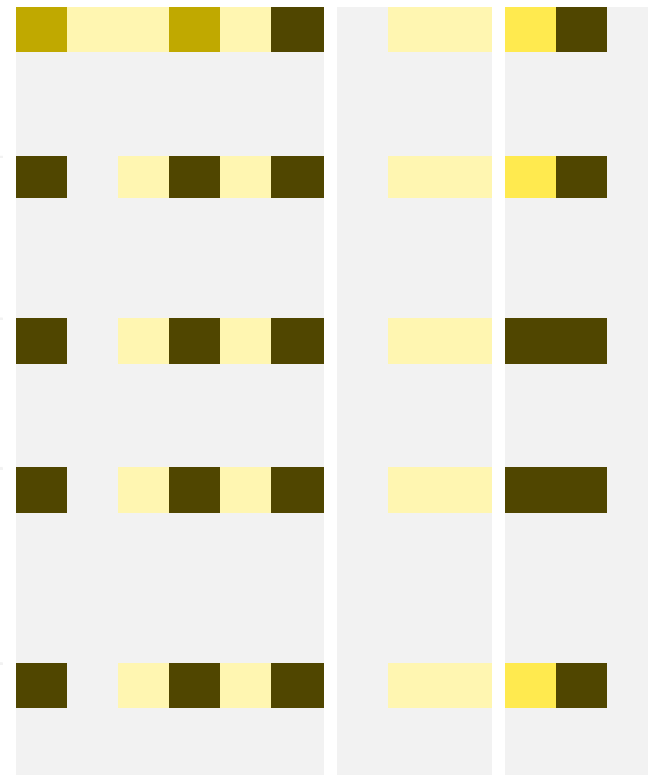
- A Champion - Individuals/Stakeholders
- B Champion - City
- C Champion - Cedar Falls Utilities
- D Time line
- E Investment
- F Value / Payback

Item 16.

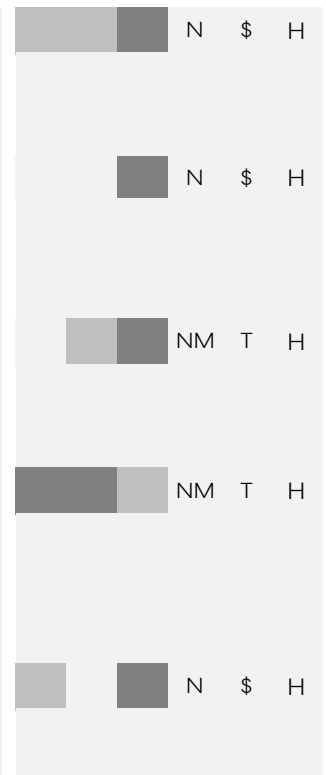
E1 Actions

- E1.1 **Continue voluntary energy use reduction programs for existing & new homes.** Anticipated Reductions are through CFU programs and community & non-profit campaigns.
- E1.2 **Continue voluntary energy audits.** CFU has an audit program that has successfully reached many homes. Use available energy use data to focus outreach about the program on homes with high-potential for efficiency improvements and implementation.
- E1.3 **Explore energy efficiency loan & community grant programs** by making them available to Cedar Falls residents. CFU is currently working with the IEDA on a PAYS program for statewide energy efficiency.
- E1.4 **Coordinate energy efficiency programs with the neighborhood revitalization efforts & Community Development Block Grants** for income qualified community members. Facilitate grants or low-cost loan supplements for existing & new workforce/essential housing providing funds to upgrade existing homes and new structures which will create jobs.
- E1.5 **Continue with Cedar Falls Utilities efficiency programs:** LED Lighting. Expand older home Weather Stripping, insulation and water efficiency efforts.

Plan Drivers & Co-benefits



Logistics



Potential Partners & Stakeholders

Legend

Time: N Near-Term M Mid-Term
L Long O On-going

CFU/City, electrical/heating & cooling equipment suppliers & installers / builders, building supply/ hardware stores, home & apartment

Dark Green: Directly Focused on this Plan Driver

Investment: T Time \$ Low \$\$ Med. \$\$\$ High

Light Green: Supports this Plan Driver

Value: M Med. H High HF Foundational
NQ Not Quantifiable

Yellow: Connects to this Plan Driver

Dark Grey: Champion Light Grey: Support

E2 Action Set Commercial & Industrial Energy Efficiency

This Action Set identifies the specific energy use reduction strategies for commercial building and industrial facilities championed by Cedar Falls Utilities (CFU). While CFU can champion these strategies, energy use reductions can only be achieved through participation by Cedar Falls businesses and organizations.

Local Economy & Community						Weather & Nature			Energy & Mobility			Champion Partners					
1	2	3	4	5	6	7	8	9	10	11	12	A	B	C	D	E	F
Local Business and Jobs	Business Talent and Local Amenities	Diversified Local Economy	Fair and Equitable Opportunity	Housing Options	Community Well-being	Extreme Weather Readiness	Extreme Rain Adaptation	Variation in Landscape and Habitat	Diversified Renewable Energy	Pollution and Carbon Reductions	Mobility, Walkability and Bikeability	Champion - Individuals/Stakeholders	Champion - City	Champion - Cedar Falls Utilities	Time line	Investment	Value / Payback

Item 16.

E2 Actions

E2.1	Voluntary energy use reduction for existing & new commercial and industrial buildings. Anticipated reductions are through existing and future CFU Energy Efficiency programs.
E2.2	Execute energy efficiency actions for existing City & public facilities. Cedar Falls Schools, City of Cedar Falls and CFU facility audits were completed in 2020 and results shared with the organizations to help focus improvement.
E2.3	Continue voluntary commercial building energy audits and energy modeling. CFU is heavily focused on the institutional and business communities providing energy audits, numerous incentive programs and assessments of existing and new facilities.
E2.4	Continue voluntary energy audits for industrial facilities. CFU is heavily focused on the industrial business community providing energy audits, numerous incentive programs and assessments of existing and new facilities.
E2.5	Support on-site renewable energy on existing & new public and private facilities. CFU supports the installation and connecting of renewable generation systems to CFU's electric distribution system on institutional and commercial facilities. CFU is heavily involved in and is providing strong guidance for the design of the new high school and potential solar project on the school property.
E2.6	Support the installation and connecting of renewable generation systems to CFU's electric distribution system on industrial facilities.

Plan Drivers & Co-benefits												Logistics					

Potential Partners & Stakeholders

Legend
Time: N Near-Term M Mid-Term
L Long O On-going

CFU/City, PV & electrical/heating & cooling equipment suppliers & installers / builders, building supply/ hardware stores, facility owners

Investment: T Time \$ Low \$\$ Med. \$\$\$ High
Value: M Med. H High HF Foundational NQ Not Quantifiable
Champion Support

E3 Action Set Lower-Polluting Renewable Electricity

This Action Set identifies specific pollution reduction goals for Cedar Falls Utilities (CFU) provided electricity. The actions and strategies listed in this Action Set will be championed and implemented by CFU. Community actions and other opportunities for supporting pollution reductions are outlined in other portions of the plan.

Local Economy & Community						Weather & Nature			Energy & Mobility			Champion Partners					
Local Business and Jobs	Business Talent and Local Amenities	Diversified Local Economy	Fair and Equitable Opportunity	Housing Options	Community Well-being	Extreme Weather Readiness	Extreme Rain Adaptation	Variation in Landscape and Habitat	Diversified Renewable Energy	Pollution and Carbon Reductions	Mobility, Walkability and Bikeability	Champion - Individuals/Stakeholders	Champion - City	Champion - Cedar Falls Utilities	Time line	Investment	Value / Payback
1	2	3	4	5	6	7	8	9	10	11	12	A	B	C	D	E	F

Item 16.

E3 Actions

- E3.1 Community-wide pollution reductions from CFU provided electricity and natural gas:** From 2010 to 2030 reduce CO2e by 45%, NOx by 63% and SOx by 90%. Carbon Neutral by 2050. Achievement of carbon neutrality is heavily dependent on technology innovations in areas such as fuels, power generation and carbon removal. CFU's strategy will adapt based on future economics and evolving energy technology.
- E3.2 Support customer owned renewable resources.** CFU supports the installation and connecting of renewable generation systems to CFU's electric distribution system.
- E3.3 Evaluate increased market energy purchases to take advantage of Iowa's growing renewable resources.** The regional generation portfolio (MISO - Midcontinent Independent System Operator power grid) has an increasing amount of wind and solar. This lowers emissions in Cedar Falls when CFU purchases market energy. Wind has grown from 16% of the energy produced in Iowa in 2010 to 57% in 2021.
- E3.4 Evaluate low-emission, renewable generation supply and transmission options both locally and regionally.** Transmission capacity will be important to support the addition of more renewables and other low emission generation options in Iowa and the regional power grid (MISO - Midcontinent Independent System Operator power grid).
- E3.5 Continue to invest in the resiliency of CFU owned infrastructure.**

Plan Drivers & Co-benefits												Logistics					
[Color-coded matrix for Plan Drivers & Co-benefits]												[Color-coded matrix for Logistics]					
[Color-coded matrix for Plan Drivers & Co-benefits]												[Color-coded matrix for Logistics]					
[Color-coded matrix for Plan Drivers & Co-benefits]												[Color-coded matrix for Logistics]					
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[Color-coded matrix for Plan Drivers & Co-benefits]												[Color-coded matrix for Logistics]					

Potential Partners & Stakeholders

Legend
Time: N Near-Term M Mid-Term L Long O On-going

CFU, electrical/heating & cooling equipment suppliers & installers / builders, building supply/ hardware stores, home & apartment owners

Investment: T Time \$ Low \$\$ Med. \$\$\$ High Value: M Med. H High HF Foundational Champion Support

E4 Action Set Lower-Polluting Heating Energy

This Action Set identifies specific pollution reduction goals for Cedar Falls Utilities (CFU) provided electricity and natural gas used for heating energy. The actions and strategies listed in this Action Set will be championed and implemented by CFU. Community actions and other opportunities for supporting pollution reductions are outlined in other portions of the plan.

Local Economy & Community						Weather & Nature			Energy & Mobility			Champion Partners														
1	2	3	4	5	6	7	8	9	10	11	12	A	B	C	D	E	F									
Plan Drivers & Co-benefits												Logistics														
<p>Local Business and Jobs</p> <p>Business Talent and Local Amenities</p> <p>Diversified Local Economy</p> <p>Fair and Equitable Opportunity</p> <p>Housing Options</p> <p>Community Well-being</p>												<p>Extreme Weather Readiness</p> <p>Extreme Rain Adaptation</p> <p>Variation in Landscape and Habitat</p>						<p>Diversified Renewable Energy</p> <p>Pollution and Carbon Reductions</p> <p>Mobility, Walkability and Bikeability</p>			<p>Champion - Individuals/Stakeholders</p> <p>Champion - City</p> <p>Champion - Cedar Falls Utilities</p> <p>Time line</p> <p>Investment</p> <p>Value / Payback</p>					
<p>E4.1 Community-wide pollution & carbon reductions from CFU provided electricity and natural gas: From 2010 to 2030 reduce CO₂e by 45%, NO_x by 63% and SO_x by 90%. Carbon Neutral by 2050</p>												<p>Achievement of carbon neutrality is heavily dependent on technology innovations in areas such as fuels, power generation and carbon removal. CFU's strategy will adapt based on future economics and evolving energy technology.</p>						<p>Supports this Plan Driver</p> <p>Connects to this Plan Driver</p>			<p>L TNQ HF</p> <p>Champion Support</p>					
<p>E4.2 Pursue alternative natural gas options. Eliminating all use of liquid & gas fuels over the next 30 years is not considered feasible. Potential options include demand and energy reduction through efficiency, replacement of non-renewable liquid & gas fuels w/ renewable versions, electrification, carbon capture, sequestration and other resources and methods of attaining a carbon neutral community as may be developed in the next 30 years.</p>												<p>Directly Focused on this Plan Driver</p>						<p>Value: M Med. H High HF Foundational NQ Not Quantifiable</p>			<p>L TNQ HF</p> <p>Champion Support</p>					

E4 Actions

E4.1 Community-wide pollution & carbon reductions from CFU provided electricity and natural gas:
From 2010 to 2030 reduce CO₂e by 45%, NO_x by 63% and SO_x by 90%. Carbon Neutral by 2050

Achievement of carbon neutrality is heavily dependent on technology innovations in areas such as fuels, power generation and carbon removal. CFU's strategy will adapt based on future economics and evolving energy technology.

E4.2 Pursue alternative natural gas options. Eliminating all use of liquid & gas fuels over the next 30 years is not considered feasible. Potential options include demand and energy reduction through efficiency, replacement of non-renewable liquid & gas fuels w/ renewable versions, electrification, carbon capture, sequestration and other resources and methods of attaining a carbon neutral community as may be developed in the next 30 years.

Potential Partners & Stakeholders

Legend

Time: N Near-Term M Mid-Term
L Long O On-going

. And

Directly Focused on this Plan Driver

Investment: T Time \$ Low \$\$ Med. \$\$\$ High

Supports this Plan Driver

Value: M Med. H High HF Foundational NQ Not Quantifiable

Connects to this Plan Driver

Champion Support

E5 Action Set

Lower Polluting, Mobility Options

This Action Set identifies strategies for reducing pollution from transportation. Some strategies will be championed by Cedar Falls Utilities (CFU) and the City, while community members must champion others. Reducing pollution from transportation can only be achieved through participation by the Cedar Falls community, including individuals, businesses, and organizations.

Local Economy & Community						Weather & Nature			Energy & Mobility			Champion Partners, Item 16.					
Local Business and Jobs	Business Talent and Local Amenities	Diversified Local Economy	Fair and Equitable Opportunity	Housing Options	Community Well-being	Extreme Weather Readiness	Extreme Rain Adaptation	Variation in Landscape and Habitat	Diversified Renewable Energy	Pollution and Carbon Reductions	Mobility, Walkability and Bikeability	Champion - Individuals/Stakeholders	Champion - City	Champion - Cedar Falls Utilities	Time line	Investment	Value / Payback
1	2	3	4	5	6	7	8	9	10	11	12	A	B	C	D	E	F

E5 Actions

- E5.1 Incrementally convert city and CFU fleet to hybrid electric or electric vehicles (EV's).** Converting fleets to EVs or other low emissions technologies can occur as the technology matures and becomes available in Iowa.
- E5.2 Promote voluntary use of hybrid electric & electric vehicles (EV's):** CFU supports customers who have adopted the use of EV's in Cedar Falls. CFU & the City have installed a L2 EV charger in Cedar Falls for public use. CFU encourages customers to join othe CFU EV community by registering their EV w/ CFU on the website.
- E5.3 Continue to support the EV Charging Station program** for businesses, institutions, commercial & residential users.
- E5.4 Continue to support electrification/low emission alternatives to ICE (internal combustion engines).**
- E5.5 Explore development of a local, rideshare co-op or private program** operating EV or hybrid electric vehicles providing subscription service for seniors and the disabled. Unsubscribed time can be used for on-demand service to all. Require commuter bike racks on all rideshare cars. Assist rideshare owner / drivers in identifying and securing grants or low-cost loans if needed for installing racks on their automobiles.
- E5.6 Complete the bike trail and commuter routes in Cedar Falls - refer to the Bike-Pedestrian Plan.** The existing Cedar Falls bike trail system is robust & offers the opportunity to improve mobility options for individuals in the community. A local rideshare co-op with commuter bike racks can help complete the bike trail / route systems as an alternative mobility choice. The result would be an even stronger amenity for the Cedar Falls community members and as a business talent attraction.

Plan Drivers & Co-benefits												Logistics						
■			■			■			■			■		■		NM	\$	H
■			■			■			■			■		■		NM	\$	H
■			■			■			■			■		■		NM	\$	H
■			■			■			■			■		■		NM	\$	H
■						■			■			■		■		NM	T\$	HF
■						■			■			■		■		NM	\$\$	HF

Potential Partners & Stakeholders

CFU/City, Auto & vehicle dealers, electrical suppliers suppliers & installers, solar PV suppliers/installers, home/facility owners,

Legend

Time: N Near-Term M Mid-Term
L Long O On-going

■ Directly Focused on this Plan Driver

Investment: T Time \$ Low \$\$ Med. \$\$\$ High

■ Supports this Plan Driver

Value: M Med. H High HF Foundational
NQ Not Quantifiable

■ Connects to this Plan Driver T

■ Champion ■ Support

E6 Action Set

Landfill Waste Reduction and Diversion

This Action Set identifies specific waste and recycling goals for the Cedar Falls community. The actions and strategies listed in this Action Set must be championed and implemented primarily by community members with support from the City.

Local Economy & Community						Weather & Nature			Energy & Mobility			Champion Partners					
1	2	3	4	5	6	7	8	9	10	11	12	A	B	C	D	E	F
Local Business and Jobs	Business Talent and Local Amenities	Diversified Local Economy	Fair and Equitable Opportunity	Housing Options	Community Well-being	Extreme Weather Readiness	Extreme Rain Adaptation	Variation in Landscape and Habitat	Diversified Renewable Energy	Pollution and Carbon Reductions	Mobility, Walkability and Bikeability	Champion - Individuals/Stakeholders	Champion - City	Champion - Cedar Falls Utilities	Time line	Investment	Value / Payback

Item 16.

E6 Actions

- E6.1 Pursue incremental advancement towards Zero Waste by 2070.**
Waste Reduction: 2030 2%, 2040 9%, 2050 18%
Recycling Rate: 2030 44%, 2040 72%, 2050 94%
- E6.2 Encourage development of the local circular economy.** Promote reuse/shared use opportunities:
 - Tool rental and lending library
 - Product repair shops,
 - Resources that sell used products
- E6.3 Explore a voluntary curbside composting co-op** operated by local farmers for restaurants & residents:
Privately funded feasibility study: 2023
Pilots Program (if feasible): 2025
Expanded start-up (if feasible): 2027
- E6.4 Encourage a Consumer Campaign promoting voluntary plastic waste and waste use-reductions:**
Targets: 2030 15%, 2040 40%, 2050 75%

The timeline for Zero Waste extends beyond the 2050 goal for Carbon Neutral energy due to a lag in sustainable material technology and the way products designed compared to renewable energy and EV vehicle design.

Many products sit idle for most of their life. Cost of ownership and environmental impact can be reduced through sharing programs, rental options, and repair providing local jobs and business opportunities.

The co-op could pick-up easy to compost organic materials using an electric vehicle. Composting of bio-based plastics could start with operation of a pilot biomass reactor for renewable natural gas production in 2035 (see Action Set E5).

Expand local use of compostable bio-based plastic & natural fiber based food containers which could be substituted for feasibly non-recyclable items. Promote reusable bags (including veggies), bottles / containers and utensils.

Plan Drivers & Co-benefits

Logistics

							L	TNQ	HF
							L	T	HF
							M	T	H
							L	T	HF

Potential Partners & Stakeholders

Legend

Time: N Near-Term M Mid-Term
L Long O On-going

CFU/City, Auto & vehicle dealers, electrical suppliers suppliers & installers, solar PV suppliers/installers, home/facility owners,

Directly Focused on this Plan Driver
 Supports this Plan Driver
 Connects to this Plan Driver
 Investment: T Time \$ Low \$\$ Med. \$\$\$ High
 Value: M Med. H High HF Foundational
 Champion Support

Appendix

CEDAR FALLS CARBON POLLUTION REDUCTION SCENARIO – SUPPORTING INFORMATION

May 3, 2021

Cedar Falls has developed a scenario outlining different strategies that can be leveraged to reduce carbon pollution between now and 2050. This scenario represents one potential pathway for Cedar Falls based on a set of community-specific assumptions developed through the resilience planning process. These assumptions will change over time as strategies are proven more or less effective due to shifting policies, market drivers, emerging technologies, and community needs. The scenario includes baseline data from 2014-2016, a "business-as-usual" trajectory through 2050, overall reduction targets for 2030, 2040, and 2050, and a series of reduction "wedges".

The baseline data reflects the results from the community-wide carbon pollution inventory, including emissions from activities occurring within the community such as building energy use, vehicle travel, and waste generation. The business-as-usual trajectory represents what could happen if the community grows in population as predicted while continuing to emit carbon at the same rates as in 2016.

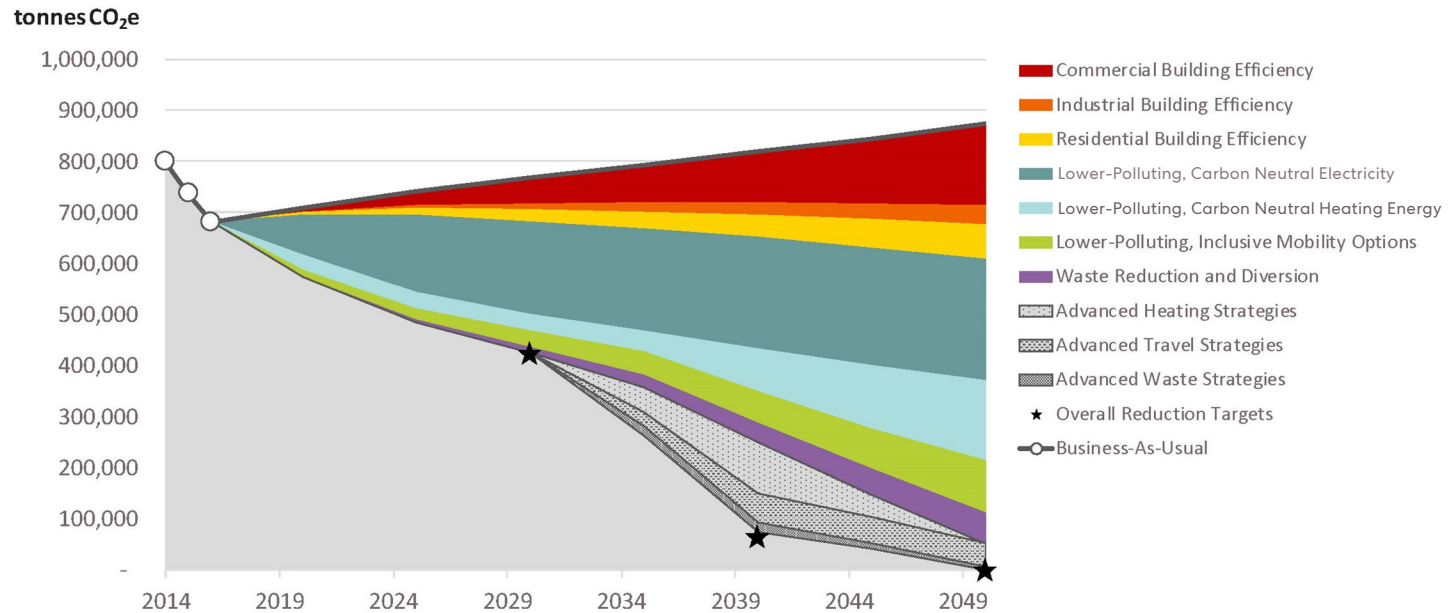
The overall reduction targets were established by the Cedar Falls resilience planning team to guide this exercise. The 2030 target was selected based on established technologies and reduction techniques to be both meaningful and achievable. The 2040 and 2050 targets are based on per capita carbon budgets calculated using the goals established by an international organization of scientists representing 195 member countries (including the United States) through an open and transparent review of the thousands of scientific papers published each year on the topic (IPCC 1.5 Report). The overall reduction targets for Cedar Falls equate to a 42% reduction from 2015 levels by 2030, a 91% reduction by 2040, and net-zero carbon by 2050.

The reduction wedges represent one potential pathway to close the gap between the business-as-usual trajectory and the overall reduction targets. They reflect a series of carbon pollution reduction strategies developed with input from Cedar Falls' stakeholders and community members, accounting for:

- Existing policies, such as building energy codes and federal vehicle fuel economy standards;
- Established goals, such as Cedar Falls Utilities goals to reduce their carbon emissions 45% from 2010 levels by 2030 and achieve carbon-neutrality by 2050;
- Anticipated market trends – such as an increase in electric vehicles – adjusted based on feedback from the community; and
- Potential reduction strategies developed through the resilience planning effort, such as exploring renewable natural gas and diverting waste from the landfill. These strategies are reflected in the action sets for the community laid out in this plan.

While established technologies and reduction techniques are anticipated to make significant progress toward these long-term goals in Cedar Falls, the final portion - represented by the "Advanced Strategies" - are dependent on emerging technologies and techniques, likely including a combination of additional carbon pollution reduction plus carbon removal from the atmosphere and sequestration.

Figure 1: Cedar Falls Carbon Reduction Scenario



Participation rates in each reduction strategy:

Commercial Energy Efficiency		2030	2040	2050	Assumptions/Context:
New Building Efficiency	Percentage of energy saved by the specified year in new buildings compared to efficiency levels required by the energy code	5%	7%	9%	<ul style="list-style-type: none"> • Updates to Iowa’s Commercial Energy Code (currently 2012 IECC with amendments) are assumed to be adopted every six years and energy efficiency advancements in future IECC code versions are assumed to continue based on historical trends. • New buildings can be incentivized to achieve beyond-code energy savings through market pressure or by participating in programs offered by Cedar Falls Utilities.
Existing Building Efficiency	Percentage of energy saved by the specified year in existing commercial buildings compared to the business-as-usual scenario due to energy efficiency program participation	5%	7%	9%	<ul style="list-style-type: none"> • Cedar Falls Utilities offers energy efficiency programs to help customers reduce their energy consumption. From 2010-2019, savings from these programs ranged from 0.295% to 1.819% of total electricity sales and from 0.285% to 0.642% of total natural gas sales. • Through 2030, CFU aims for these programs to result in new annual electricity savings equal to 0.635% of total sales and new annual natural gas savings equal to 0.370% of total sales. Savings from energy efficiency programs are assumed to be persistent over time. For example, installing a high-efficiency lightbulb will achieve savings over the lifetime of the bulb, not just in the first year. These targeted savings rates are applied equally across building sectors and are cut in half for the years 2031-2050, assuming that much of the market will have already been saturated. • Responses to a public survey showed that 71% of the 261 respondents would be interested in an energy or water audit for their home, business, or institution to identify savings opportunities.

Industrial Energy Efficiency		2030	2040	2050	Assumptions/Context:
New Building Efficiency	Percentage of energy saved by the specified year in new buildings compared to efficiency levels required by the energy code	5%	7%	9%	<ul style="list-style-type: none"> Updates to Iowa's Commercial Energy Code (currently 2012 IECC with amendments) are assumed to be adopted every six years and energy efficiency advancements in future IECC code versions are assumed to continue based on historical trends. New buildings can be incentivized to achieve beyond-code energy savings through market pressure or by participating in programs offered by Cedar Falls Utilities.
Existing Building/Process Efficiency	Percentage of energy saved by the specified year in existing industrial buildings compared to the business-as-usual scenario due to energy efficiency program participation	5%	7%	9%	<ul style="list-style-type: none"> Cedar Falls Utilities offers energy efficiency programs to help customers reduce their energy consumption. From 2010-2019, savings from these programs ranged from 0.295% to 1.819% of total electricity sales and from 0.285% to 0.642% of total natural gas sales. Through 2030, CFU aims for these programs to result in new annual electricity savings equal to 0.635% of total sales and new annual natural gas savings equal to 0.370% of total sales. Savings from energy efficiency programs are assumed to be persistent over time. For example, installing a high-efficiency lightbulb will achieve savings over the lifetime of the bulb, not just in the first year. These targeted savings rates are applied equally across building sectors and are cut in half for the years 2031-2050, assuming that much of the market will have already been saturated. Responses to a public survey showed that 71% of the 261 respondents would be interested in an energy or water audit for their home, business, or institution to identify savings opportunities.

Residential Energy Efficiency		2030	2040	2050	Assumptions/Context:
New Building Efficiency	Percentage of energy saved by the specified year in new homes compared to efficiency levels required by the energy code	5%	7%	8%	<ul style="list-style-type: none"> Updates to Iowa's Residential Energy Code (currently 2012 IECC with amendments) are assumed to be adopted every six years and energy efficiency advancements in future IECC code versions are assumed to continue based on historical trends. New homes can be incentivized to achieve beyond-code energy savings through market pressure or by participating in programs offered by Cedar Falls Utilities.
Existing Building Efficiency	Percentage of energy saved by the specified year in existing homes compared to the business-as-usual scenario due to energy efficiency program participation	5%	7%	8%	<ul style="list-style-type: none"> Cedar Falls Utilities offers energy efficiency programs to help customers reduce their energy consumption. From 2010-2019, savings from these programs ranged from 0.295% to 1.819% of total electricity sales and from 0.285% to 0.642% of total natural gas sales. Through 2030, CFU aims for these programs to result in new annual electricity savings equal to 0.635% of total sales and new annual natural gas savings equal to 0.370% of total sales. Savings from energy efficiency programs are assumed to be persistent over time. For example, installing a high-efficiency lightbulb will achieve savings over the lifetime of the bulb, not just in the first year. These targeted savings rates are applied equally across building sectors and are cut in half for the years 2031-2050, assuming that much of the market will have already been saturated. Responses to a public survey showed that 71% of the 261 respondents would be interested in an energy or water audit for their home, business, or institution to identify savings opportunities.

Lower-Polluting, Carbon Neutral Electricity		2030	2040	2050	Assumptions/Context:
Cleaner Electricity Grid	Percentage reduction in CO2e emissions per kWh of electricity from 2010	70%	85%	100%	<ul style="list-style-type: none"> CFU has a goal of reducing emissions 45% from 2010 levels by 2030 and reaching carbon neutral electricity generation by 2050. Based on a significant increase in renewables to the Iowa grid, CFU anticipates that a 70% reduction in their electricity emissions rate from 2010 levels is possible by 2030. For 2031-2050, the emissions factor for electricity follows a linear trajectory to CFU's goal of carbon neutrality by 2050.
Local Renewable Electricity	Local renewable electricity generation (MW) in the specified year	1.8 MW	2.9 MW	4.1 MW	<ul style="list-style-type: none"> In 2019, 0.07% of total community electricity was produced by customer-owned wind and solar resources (approximately 300 kW of capacity). CFU provided estimates for customer-owned renewable generation through 2030 (approximately 1.8 MW of capacity). A linear forecast was used to extend this out to 2050, which would require approximately 4.1 MW of capacity. Installing solar on all buildings in Cedar Falls with adequate roof space and solar access would result in an estimated 224 MW of total solar capacity.¹ This would produce enough electricity to meet nearly half of the community's total. Over 20 rooftops in the city have the capacity to host 1 MW+ of solar each. Responses to a public survey showed that – depending on the cost implications – 78% of the 260 respondents would be interested in subscribing to a local community solar power program for their home, business, or institution.
Lower-Polluting, Carbon Neutral Heating Energy		2030	2040	2050	Assumptions/Context:
Reduce Coal Use	Percentage of baseline (2016) coal use that is transitioned to natural gas by the specified year	90%	99%	99%	<ul style="list-style-type: none"> This strategy assumes by 2040, coal, coke, and fuel oil are reserved for emergency use only.
Alternative Natural Gas	Percentage of business-as-usual natural gas that is replaced with alternative natural gas in the specified year	0%	33%	100%	<ul style="list-style-type: none"> This strategy models a tiered approach to adding alternative natural gas fuels for Cedar Falls that are carbon neutral. The scenario assumes the transition to alternative fuels occurs incrementally working up to full capacity by 2050. Alternative fuels are assumed to be carbon neutral. This will require careful design and management.
Commercial Electric Heating	Percentage of commercial buildings that use electricity for space and water heating by the specified year	10%	30%	42%	<ul style="list-style-type: none"> Electric heating rates are based on a medium-electrification scenario based on NREL's Electrification Futures Study.²
Residential Electric Heating	Percentage of homes that use electricity for space and water heating by the specified year	25%	44%	56%	<ul style="list-style-type: none"> Electric heating rates are based on a medium-electrification scenario based on NREL's Electrification Futures Study.³

¹ Project Sunroof data explorer, Cedar Falls (November 2018).

² E3 Pathways model for Xcel Energy's Upper Midwest Energy Plan (October 2018), available from [Xcel Energy](#).

³ Ibid.

Lower-Polluting, Inclusive Mobility Options **2030** **2040** **2050** **Assumptions/Context:**

Inclusive Mobility Options	Percentage reduction from baseline (2016) vehicle miles traveled (VMT) per resident due to increased walking, biking, transit ridership, telecommuting, ride-sharing, and trip efficiency	9%	10%	12%
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- In 2019, an average of 15.9 miles were driven daily per person in Cedar Falls - 4% less than the community's 2010 average.¹ As a whole, the city is bikeable yet car-dependent, with minimal transit.² The table below shows how Cedar Falls compares to other Iowa cities.

City	2019 average daily vehicle miles traveled per person	% difference from Cedar Falls	Walkscore (1-100)	Bikescor e (1-100)
Waterloo	21.2	+33%	37	48
Dubuque	17.7	+11%	40	34
Cedar Falls	15.9	0%	38	57
Mason City	14.9	-6%	38	54
Iowa City	13.2	-17%	44	64
Ames	9.9	-38%	43	68

- In 2018, most Cedar Falls' commuters (81%) reported driving alone to work most of the time, with 8% walking, 5% carpooling, 4% working from home, 1% biking, and less than 1% using public transportation.³
- Nearly two-thirds of the 252 respondents to a public survey reported being interested in increased walking and biking as personal mobility options. Increased public transit and increased telecommuting were each of interest to about a quarter of the respondents, while car-sharing appealed to less than 10%.
- Responses to a public survey revealed a wide range of opinions regarding community-wide goals for reducing vehicle travel, with common themes that mode of transportation should continue to be a personal choice and that the City can help improve mobility and livability by improving the community's walkability and bikeability. Travel distance and weather were identified as top barriers to walkability and bikeability. Overall, slightly more people (100) responded that vehicle travel should decrease than stay the same or increase (93).
- The vehicle travel reduction shown here is based on a modest, but lasting trend toward telecommuting post-coronavirus as well as long-term enhancements to the regional bicycle and pedestrian infrastructure network and improvements in rideshare capacity.

Fuel Economy	Percentage reduction from baseline (2016) in average fuel consumed per mile traveled by gasoline light-duty vehicles driving within the community	16%	22%	25%
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- The existing CAFE standards for new vehicles will be met through 2026.⁴ In the absence of additional regulation, new vehicle fuel economy is assumed to remain constant from 2026-2050.
- New vehicle purchases in Cedar Falls align with national trends – approximately 5% per year.⁵

					<ul style="list-style-type: none"> The breakdown between passenger cars and light trucks (including SUVs) aligns with national trends. By 2030, 75% of light vehicle purchases are forecasted to be trucks and SUVs.⁶
Electric Vehicles	Percentage of light-duty vehicles that drive within City boundaries that are electric by the specified year	9%	31%	64%	<ul style="list-style-type: none"> EV penetration rates are based on global forecasts.⁷ Nearly 30% of the 252 respondents to a public survey reported being interested in electric vehicles as a personal mobility option. Responses to a public survey suggest that Cedar Falls should target EV adoption in line or slower than national trends, and noted mileage range, availability of charging infrastructure, and initial vehicle costs as the primary barriers to EV adoption.
	Percentage of heavy-duty vehicles that drive within City boundaries that are electric by the specified year	2%	6%	12%	<ul style="list-style-type: none"> In 2018, Iowa was ranked among the top ten best states for EV ownership due to factors such as number of charging stations, high year-over-year increase in EV sales, and fuel costs.⁸

¹ Iowa Department of Transportation, [Vehicle Miles Traveled](#).

² [Walk Score](#), a national scoring system that evaluates walkable and bikeable routes to nearby amenities. Scores range from 0-100, where 0 is completely car dependent and 100 is a walker/biker's paradise.

³ U.S. Census, 2018 American Community Survey 5-Year Estimates Subject Tables for Cedar Falls, "[Commuting Characteristics by Sex](#)."

⁴ Safer Affordable Fuel-Efficient (SAFE) Vehicles Rule. NHTSA and EPA finalized CAFE and carbon dioxide emissions standards for vehicle model years 2021-2016 on March 31, 2020, regulating how far new vehicles must travel on a gallon of fuel. Per [EPA](#), a 20% reduction from CAFE Standards is assumed based on real-world driving conditions (city vs. highway driving, weather conditions, driver acceleration, air conditioning use). CAFE Standards vary based on vehicle footprint. In the absence of detailed information regarding vehicle sales by footprint size, CAFE Standards for cars with a footprint of 49 sf and trucks with a footprint of 54 sf were used. These represent midpoints in the size ranges.

⁵ Transportation Energy Data Book Edition 38.1 (2020), Oak Ridge National Laboratory. The historic (1970-2018) annual new vehicle purchase rate is calculated by dividing the new car and light truck purchases (Table 3.5 New Retail Vehicle Sales) by the total light duty vehicle registrations (Table 4.3 Summary Statistics for Light Vehicles). The purchase rate has been decreasing since 1970, and a linear forecast is used to predict purchase rates for the years 2020-2030. Rates are assumed to hold constant from 2030-2050.

⁶ Transportation Energy Data Book Edition 38.1 (2020), Oak Ridge National Laboratory, Table 4.7 New Retail Sales of Trucks 10,000 Pounds GVW and Less in the United States. The percentage of light vehicle sales that are light trucks (vs. cars) has grown significantly since 1970. A linear forecast is used to predict rates for the years 2020-2030. Rates are assumed to hold constant from 2030-2050.

⁷ BloombergNEF, [Electric Vehicle Outlook 2020](#).

⁸ YourMechanic.com, "[Which States Love Electric Vehicles the Most?](#)", October 3, 2018.

Waste		2030	2040	2050	Assumptions/Context:
Waste Reduction	Percentage reduction in municipal solid waste per capita by the specified year from 2016 baseline	2%	9%	18%	<ul style="list-style-type: none"> Iowa has a statewide 50% waste diversion goal from 1988 through source reduction and recycling.¹ This is being met by Black Hawk County. Cedar Falls sends 5.5-6.5 pounds to the landfill per person per day. The 2017 U.S. daily average waste generation per person is 4.5 lbs and the worldwide average is 1.6 lbs.² Iowa's current waste stream is estimated to be 33% recyclable, 31% compostable, 29% non-marketable, and 7% reusable.³ Cedar Falls currently offers unit-based pricing to incentivize waste reduction. Several local organizations support waste reduction, material reuse, and manufacturing innovation, including the Iowa Department of Natural Resources' Iowa Waste Exchange (IWE) and the Iowa Waste Reduction Center (IWRC) at the University of Northern Iowa. This strategy models a pathway to zero waste by 2070, with the following milestones: <ul style="list-style-type: none"> Single-use plastic is reduced by 15% by 2030, 40% by 2040, and 75% by 2050. 75% of materials and products that are currently considered "non-marketable" waste has been redesigned to be compostable, recyclable, or reusable by 2050. All reusables are removed from the waste stream by 2050.
Recycling	Percentage of municipal solid waste that is recycled (including organics recycling) in the specified year	44%	72%	94%	<ul style="list-style-type: none"> Based on national averages, 32% of the city's waste is currently estimated to be recycled or composted.⁴ This strategy models a pathway to zero waste by 2070, with the following milestones: <ul style="list-style-type: none"> 75% of materials and products that are currently considered "non-marketable" waste has been redesigned to be compostable, recyclable, or reusable by 2050. All organics are recycled by 2040. All recyclables are recycled by 2050

¹ 567 IAC Chapter 101.6

² U.S. average from the U.S. Environmental Protection Agency, [National Overview](#), accessed August 13, 2020.

³ SCS Engineers, "[2017 Iowa Statewide Waste Characterization Study](#)," prepared for the Iowa Department of Natural Resources, December 28, 2017.

⁴ U.S. Environmental Protection Agency, [Advanced Sustainable Materials Management "2018 Facts and Figures Fact Sheet."](#)



Cedar Falls

Resilience Plan

Commitment & Creativity for a Better Tomorrow
May 18, 2022


DEPARTMENT OF COMMUNITY DEVELOPMENT

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

INTEROFFICE MEMORANDUM
Planning & Community Services Division

TO: Honorable Mayor Daniel Laudick and City Council
FROM: Thom Weintraut, AICP, Planner III
DATE: September 3, 2024
SUBJECT: Approval of Property Purchase Offer for 515 W 1st Street

The owner of the property located at 515 W 1st Street has expressed interest in selling this property to the City. The parcel is slightly less than 4,100 square feet and contains a house that was built in 1930. The current house occupies almost the entire street frontage of the lot leaving no viable location to provide a driveway or onsite parking. There is limited potential for the redevelopment of the property due to the narrow lot width (31 feet), a steep ravine, and a stream corridor along the north side of the lot. Previously, the City purchased the two vacant lots directly to the west of this property and has entered into a demolition contract to demolish the house at 523 W 1st Street and to remove the driveways and curb cuts on these two properties to reduce traffic conflict along the highway corridor.

The removal of the house and restoration of the area to green space would be consistent with the City's environmental goals. The City's 2007 Environmentally Sensitive Lands Survey considers steep slopes as potentially sensitive land features and recommends establishing buffers to prevent erosion, filter pollutants, providing habitat and cover areas for wildlife. In the future, if combined with the two properties to the west, there may be some limited potential for redevelopment of these properties, provided a safer parking and access arrangement can be achieved and sensitive environmental areas protected.

When the owner purchased the property in August 2023, an appraisal was performed that showed a value of \$116,000.00. Due to the parking constraints on the property, the owner has agreed upon a purchase price of \$111,460.00. The agreed upon amount is based on the 2023 purchase price of \$109,000.00 listed on the Black Hawk County's Assessor website and the appraisal and loan costs paid by the owner when the property was purchased in August 2023.

The Department of Community Development recommends that the City Council adopt a resolution approving a Purchase Offer \$111,460.00 for the property listed above. If you have any questions, please contact the Community Development Department.

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



**OFFER TO BUY REAL ESTATE AND ACCEPTANCE
CITY OF CEDAR FALLS, IOWA
Srdjan A. Golub**

TO: Srdjan A. Golub, a single person (SELLER)

The undersigned BUYER, the City of Cedar Falls, Iowa, hereby offers to buy and the undersigned SELLER by their acceptance agree to sell the real property situated in Black Hawk County, Iowa, locally described as 515 West 1st Street, Cedar Falls, Iowa 50613, and legally described as:

That part of the Southwest Quarter of the Northwest Quarter of Section 12, Township 89 North, Range 14 West of the 5th P.M., City of Cedar Falls, Black Hawk County, Iowa described as follows:

Commencing at a point that is 80 feet North of a point 9 rods West of the Northeast corner of Block 28, Original Plat, in the Original Plat of the City of Cedar Falls, Iowa; running thence North a distance of 8 rods; thence West at right angles a distance of 31 feet; thence South at right angles a distance of 8 rods; thence East a distance of 31 feet to the point of beginning.

together with any easements and appurtenant servient estates, but subject to any easements of record for public utilities or roads, any zoning restrictions, any applicable ordinances, customary restrictive covenants and mineral reservations of record, if any, herein referred to as the "Property," upon the following terms and conditions provided BUYER, on possession, are permitted to use the Property for development.

1. PURCHASE PRICE. The Purchase Price shall be \$111,460.00 payable in full at closing.
2. REAL ESTATE TAXES. SELLER shall pay pro-rated real estate taxes to date of possession by BUYER and any unpaid real estate taxes payable in prior years. BUYER shall pay all subsequent real estate taxes, if applicable.
3. SPECIAL ASSESSMENTS.
 - A. SELLER shall pay in full at time of closing all special assessments which are a lien on the Property as of the date of acceptance.
 - B. All charges for solid waste removal, sewage and maintenance that are attributable to SELLER'S possession, including those for which assessments arise after closing, shall be paid by SELLER.
 - C. Any preliminary or deficiency assessment which cannot be discharged by payment shall be paid by SELLER through an escrow account with sufficient funds to pay such liens when payable, with any unused funds returned to SELLER.
 - D. BUYER shall pay all other special assessments or installments not payable by SELLERS.
4. RISK OF LOSS AND INSURANCE. SELLER shall bear the risk of loss or damage to the Property prior to closing or possession, whichever first occurs. SELLER agrees to maintain existing insurance and BUYER may purchase additional insurance. In the event of substantial damage or destruction prior to closing, this Agreement shall be null and void; provided, however, BUYER shall have the option to complete the closing and receive

insurance proceeds regardless of the extent of damages. The Property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before the closing date.

5. POSSESSION AND CLOSING. If BUYER timely performs all obligations, possession of the Property shall be delivered to BUYER on or before September 2, 2024, and any adjustments of rent, insurance, interest and all charges attributable to the SELLER'S possession shall be made as of the date of possession. Closing shall occur after the approval of title by BUYER and vacation of the Property by SELLER, but prior to possession by BUYER. SELLER agrees to permit BUYER to inspect the Property at any time prior to closing to assure that the premises are in the condition required by this Agreement. If possession is given on a day other than closing, the parties shall make a separate agreement with adjustments as of the date of possession. This transaction shall be considered closed:
 - A. Upon the delivery of the title transfer documents to BUYER and receipt of all funds then due at closing from BUYER under the Agreement.
6. FIXTURES. Included with the Property shall be all fixtures that integrally belong to, are specifically adapted to or are a part of the real estate, whether attached or detached. Also included shall be the following: All other property, real or personal, except personal property agreed by the parties to be removed by SELLER prior to closing.
7. REMOVAL OF PROPERTY: The parties agree that SELLER may remove, at their cost, prior to closing, the following items: NONE
8. CONDITION OF PROPERTY. The Property as of the date of this Agreement, including buildings, grounds, and all improvements, will be preserved by the SELLER in its present condition until possession, ordinary wear and tear excepted. SELLER makes no warranties, expressed or implied, as to the condition of the Property.
 - A. BUYER acknowledges that it has made a satisfactory inspection of the Property and is purchasing the Property in its existing condition.
9. ABSTRACT AND TITLE. SELLER, at their expense, shall promptly obtain an abstract of title to the Property continued through August 1, 2024, and deliver it to BUYER'S attorney for examination. It shall show marketable title in SELLER in conformity with this Agreement, Iowa law, and Title Standards of the Iowa State Bar Association. The SELLER shall make every reasonable effort to promptly perfect title. If closing is delayed due to SELLER'S inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten days written notice to the other party. The abstract shall become the property of BUYER when the Purchase Price is paid in full. SELLER shall pay the costs of any additional abstracting and title work due to any act or omission of SELLER, including transfers by or the death of SELLER or their assignees. Unless stricken, the abstract shall be obtained from an abstracter qualified by the Guaranty Division of the Iowa Housing Finance Authority.
10. SURVEY. If a survey is required under Iowa Code Chapter 354, or city or county ordinances, or otherwise, BUYER shall pay the costs thereof. If the survey shows an encroachment on the Property or if any improvements located on the Property encroach on lands of others, the encroachments shall be treated as a title defect.
11. ENVIRONMENTAL MATTERS.
 - A. SELLER warrants to the best of their knowledge and belief that there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Property, the Property does not contain

levels of radon gas, asbestos, or urea-formaldehyde foam insulation which require remediation under current governmental standards, and SELLER has done nothing to contaminate the Property with hazardous wastes or substances. SELLER warrants that the property is not subject to any local, state, or federal judicial or administrative action, investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks. SELLER shall include in the Deed conveying the Property their certification that the Property contains no wells, private burial sites, solid waste disposal sites, private sewage disposal system, hazardous waste and underground storage tanks on the Property.

B. BUYERS may at their expense obtain a report from a qualified engineer or other person qualified to analyze the existence or nature of any hazardous materials, substances, conditions or wastes located on the Property. In the event any hazardous materials, substances, conditions or wastes are discovered on the Property, BUYER'S obligation hereunder shall be contingent upon the removal of such materials, substances, conditions or wastes or other resolution of the matter reasonably satisfactory to BUYER. The expense of any action necessary to remove or otherwise make safe any hazardous material, substances, conditions or waste shall be paid by SELLER.

12. DEED. Upon payment of the Purchase Price, SELLER shall convey the Property to BUYER by Warranty Deed, free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement. General warranties of the title shall extend to the time of delivery of the deed excepting liens and encumbrances suffered or permitted by BUYER.
13. JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE. If SELLER, immediately preceding acceptance of the offer, holds title to the Property in joint tenancy with full rights of survivorship, and the joint tenancy is not later destroyed by operation of law or by acts of the SELLERS, then the proceeds of this sale, and any continuing or recaptured rights of SELLERS in the Property, shall belong to SELLERS as joint tenants with full rights of survivorship and not as tenants in common; and BUYER in the event of death of any SELLER, agrees to pay any balance of the price due SELLERS under this contract to the surviving SELLERS and to accept a deed from the surviving SELLERS consistent with Paragraph 15.
14. STATEMENT AS TO LIENS. All liens on the Property shall be cleared by SELLER, or, at BUYER'S option, may be withheld from the Purchase Price at the time of closing.
15. USE OF PURCHASE PRICE. At time of settlement, funds of the Purchase Price may be used to pay taxes and other liens or assessments and to acquire outstanding interests, if any, of others.
16. APPROVAL OF COURT. If the Property is an asset of an estate, trust or conservatorship, this Agreement is contingent upon Court approval unless Court approval is not required under Iowa law and title standards of the Iowa State Bar Association. If the sale of the Property is subject to Court approval, the fiduciary shall promptly submit this Agreement for such approval. If this Agreement is not so approved by September 1, 2024, either party may declare this Agreement null and void, and all payments made hereunder shall be made to BUYER.
17. REMEDIES OF THE PARTIES.
 - A. If BUYER fails to timely perform this Agreement, SELLER may forfeit it as

provided in the Iowa Code (Chapter 656), and all payments made shall be forfeited: or, at SELLER'S option, upon thirty days written notice of intention to accelerate the payment of the entire balance because of BUYERS' default (during which thirty days the default is not corrected), SELLER may declare the entire balance immediately due and payable. Thereafter this Agreement may be foreclosed in equity and the Court may appoint a receiver.

B. If SELLER fails to timely perform this Agreement, BUYER has the right to have all payments made returned to it.

C. BUYER and SELLER are also entitled to utilize any and all other remedies or actions at law or in equity available to them, and the prevailing parties shall be entitled to obtain judgment for costs and attorney fees.

18. NOTICE . Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery or mailed by certified mail, addressed to the parties at the addresses given below.
19. GENERAL PROVISIONS. In the performance of each part of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall apply to and bind the successors in interest of the parties. This Agreement shall survive the closing. This Agreement contains the entire agreement of the parties and shall not be amended except by a written instrument duly signed by SELLER and BUYER . Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, neutral or other gender according to the context.
20. NO REAL ESTATE AGENT OR BROKER. The Buyer has not used the service of a real estate agent or broker in connection with this transaction. The Seller has not used the service of a real estate agent or broker in connection with this transaction.
21. CERTIFICATION. BUYER and SELLER each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney 's fees and costs) arising from or related to my breach of the foregoing certification.
22. ADDITIONAL TERMS AND CONDITIONS. SELLER shall be responsible for any transfer tax on the transaction, which may be withheld from the Purchase Price at time of closing and paid by BUYER. BUYER may obtain an opinion from a licensed attorney as to title to the Property, at BUYER 'S cost. The recording fees for any mortgage and any other lien release or release of any other interest shall be paid by SELLER. The recording fees for the Warranty Deed shall be paid by BUYER .
23. ACCEPTANCE. When accepted and approved by the Cedar Falls City Council, this Agreement shall become a binding contract. If not accepted and delivered to BUYER on or before August 9, 2024, this Agreement shall be null and void and all payments made shall be returned immediately to BUYER. If accepted by SELLER at a later date and acceptance is satisfied in writing, then this contract shall be valid and binding.

Accepted Srdjan Golub

Dated _____

SELLER Srdjan Golub

BUYER _____

Srdjan A. Golub

Daniel Laudick, Mayor, City of Cedar Falls,
Iowa

Attest: _____
Kim Kerr, CMC, City Clerk

A handwritten signature in dark ink, appearing to be "M. J. [unclear]", written in a cursive style.

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AN OFFER TO BUY REAL ESTATE AND ACCEPTANCE FOR REAL ESTATE

WHEREAS, the City Council of the City of Cedar Falls, Iowa, has been presented with a proposed Offer to Buy Real Estate and Acceptance between Srdjan A. Golub, and the City of Cedar Falls, Iowa, for the sale and purchase of property at 515 W 1st Street, legally describe as:

Commencing at a point that is 80 feet North of a point 9 rods West of the Northeast corner of Block 28, Original Plat, in the Original Plat of the City of Cedar Falls, Iowa; running thence North a distance of 8 rods; thence West at right angles a distance of 31 feet; thence South at right angles a distance of 8 rods: thence East a distance of 31 feet to the point of beginning.

WHEREAS, the City Council of the City of Cedar Falls, Iowa, deems it in the best interest of the City of Cedar Falls, Iowa, to approve and authorize execution of said Offer to Buy Real Estate and Acceptance.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA, that the Offer to Buy Real Estate and Acceptance for the sale of real estate located at 515 W 1st Street, by Srdjan A. Golub, to the City of Cedar Falls, Iowa, a copy of which Offer to Buy Real Estate and Acceptance was presented at this meeting, be and the same is hereby authorized and approved, and that the Mayor and City Clerk are hereby authorized to execute said Offer to Buy Real Estate and Acceptance on behalf of the City of Cedar Falls, Iowa.

ADOPTED this 3rd day of September, 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: 319-273-8610
 www.cedarfalls.com

MEMORANDUM

Administration Division

TO: Mayor Daniel Laudick & City Council

FROM: Chris Sevy, AICP, Planner II
 Ben Claypool, PE, Engineer

DATE: September 3, 2024

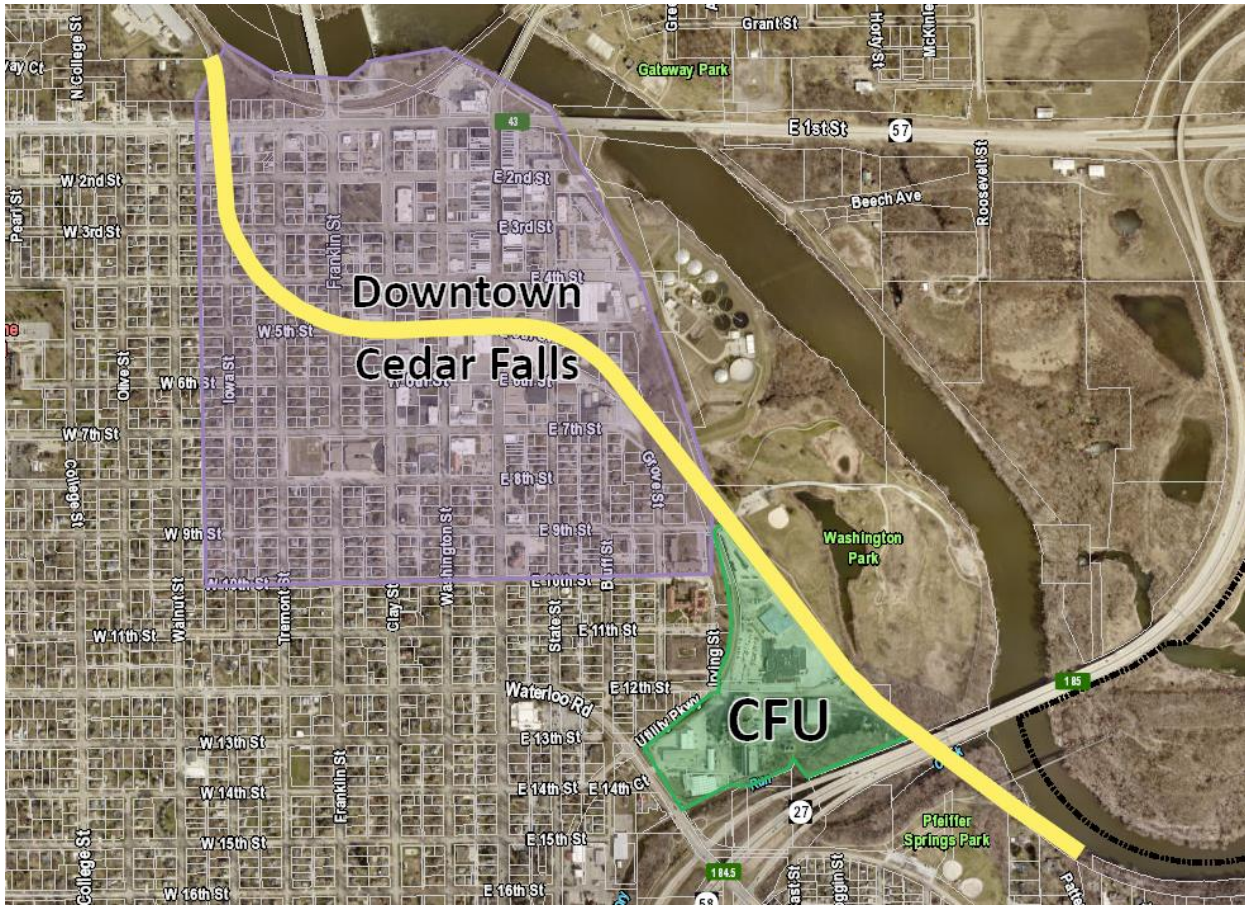
SUBJECT: Railroad Crossing Elimination (RCE) Grant Application – Removal of Rail Spur to Cedar Falls Utilities

On July 10, 2024, the Federal Railroad Administration (FRA) issued its latest notice of funding opportunity for the elimination of railroad crossings where the federal government funds up to 80% of the project with a 20% minimum local match required. This opportunity was brought to the City's attention by the Iowa Northern Railway Company (IANR) which owns and operates the rail spur that extends through Downtown Cedar Falls to Cedar Falls Utilities. The City applied for the last funding opportunity in 2022 but due to the competitiveness of the program, our project was not selected in that round of funding. However, the City has been encouraged by FRA to try again. At the February 19, 2024 Committee of the Whole meeting, Council indicated support for staff to move forward in partnership with IANR to prepare an application in response to this year's notice of funding opportunity.

If awarded, the project will involve IANR's abandonment of the rail line, removal and salvage of rail assets, sale of the right-of-way to the City of Cedar Falls, and restoration of land and infrastructure where the rail is being removed. That restoration includes streets, the closure of a floodwall, and repurposing of a rail bridge to connect Pfeiffer Springs Park and Washington Park with a trail. The benefit to IANR will be the relocation of IANR's rail assets to a more suitable location for rail operations in Butler County near Shell Rock. IANR is willing to be the City's Project Partner, contributing a match of 10%, with the City's 10% contribution making up the required 20% local match for the grant.

This grant would significantly reduce the financial burden of projects that would otherwise become part of the City's capital improvements plan including the reconstruction/streetscape of 5th Street which the rail line traverses. In line with the purpose of the grant, the project would eliminate 22 total at-grade crossings in and adjacent to downtown Cedar Falls which would provide safety benefits for pedestrian and auto traffic. The City would also gain control of right of way and lands that may be ideal for redevelopment in line with the Downtown Vision Plan.

The graphic below shows the location of rail to be removed with the grant project.



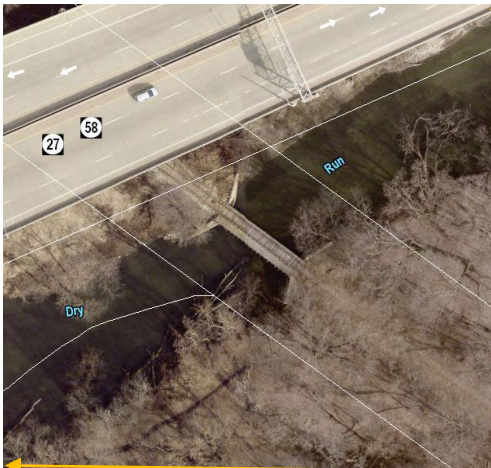
The following is a list of items that the project would entail:

- **Removal of the Rail Asset** - IANR will remove approximately 11,642 lineal feet of railroad track to be used to construct or rehabilitate 8,045 linear feet of track at a safer and more efficient site located outside of Cedar Falls. At present, the rail is considered a trapped asset and IANR needs more capacity for their operations. This would free up those assets to be used elsewhere without disruption to the City.
- **Landscape and Temporary Street Restoration** - Immediately following each phase of rail asset removal, the City of Cedar Falls will restore the land and temporarily pave the affected streets with asphalt. This ensures the functionality of streets until necessary traffic considerations are accounted for and the proper reconstruction can be performed in logical phases.
- **Permanent Street Restoration** - The permanent street restoration after removal of the rail asset will require careful planning and logistical considerations. The full restoration of streets will be performed after the City of Cedar Falls determines a reasonable method and timeline for closure of streets and other anticipated challenges. As with other similar projects, it is anticipated that any independent portion of street restoration may cause up to a six-week street closure to complete.

- **Permanent Closure of Floodwall** - There is an open floodwall which the CFU Spur crosses at the east edge of downtown close to the corner of East 7th and Grove Street. It currently requires temporary closure when the Cedar River floods. The City of Cedar Falls is planning permanent closure of that floodwall as part of this project, which will enhance public safety during a flood event. This closure is a necessary step as the current method of temporary closure is made to account for the rail line. If not permanently closed, another method of closure (temporary and/or permanent) would need to be engineered.



- **Creation of Trail Connection Over Rail/Spur Bridge** - This trail connection toward the end of the spur would connect South Riverside Trail and the Grand Boulevard Neighborhood to downtown. This would utilize an existing rail/spur bridge (pictured below) that would be ideal for pedestrian and bicycle use after rail removal and refurbishing for that purpose. The current route to downtown from the neighborhood to the south is indirect and has some concerning safety conflict points that have been discussed at length by the Cedar Falls Bicycle and Pedestrian Commission. For reference, below is a map showing the currently paved trails as dashed lines and the proposed trail connection in solid yellow which would encompass approximately 1700 linear feet of new paved trail. The red dashed line is the detour people currently use to get into downtown. The proposed trail addition would also seamlessly connect Pfeiffer Springs Park to Washington Park, and more broadly would complete a cohesive loop that already connects our South Riverside Trail with our North Riverside trail. These are regional trails that connect Cedar Falls to George Wyth State Park and the City of Waterloo. They also connect to the Cedar Valley Nature Trail which connects Cedar Falls to Cedar Rapids. The proposed connection and the resulting continuity will create a much more welcoming entrance to downtown and will be a recreational gem.



The total project cost is estimated to be \$14,455,876. This total reflects all costs involved with abandoning the CFU spur, purchase of the right-of way, removal of the tracks, signals, and crossings, the restoration/reconstruction of the impacted streets, sidewalks, curbs, and landscaping (including engineering design, survey, and inspection), as well as all costs related to relocating the CFU spur rail assets to IANR-owned land near Shell Rock, IA. Of the \$14,455,876, the City improvements via reconstruction/restoration are estimated to cost approximately \$5,780,000. The City would also acquire \$2,625,000 worth of land as part of the project. With the funding structure of the grant, 80% of the \$14,455,876 would be federally funded, and the remaining \$2,891,175 would be split 50/50 via a cost-sharing partnership between Cedar Falls and IANR. The intended funding breakdown for this project is outlined below:

City of Cedar Falls	\$ 1,445,588
Iowa Northern Railway Co.	\$ 1,445,588
<u>RCE Grant</u>	<u>\$11,564,701</u>
Total:	\$14,455,876

Similar to the last grant application submitted (CIP#133), the sources of funding are anticipated to be from Tax Increment Financing (TIF), Local Option Sales Tax (LOST), and Capital Projects. If the grant is awarded to Cedar Falls a contract for the design and work to be performed will be submitted for Council approval.

To submit the grant, a resolution of support and a funding commitment letter are needed from Council. The deadline to submit the grant application to the Federal Railroad Administration is September 23rd. If our application is successful, we anticipate a notification of intent to award by March 2025. Staff requests approval to submit an application for \$11,564,701 in grant funding through the Railroad Crossing Elimination Grant Program. Staff recommends approval of resolutions for the following items related to the grant application:

1. Support to submit the application for the RCE grant.
2. Financial commitment to meet the City’s portion of the local funding match for the project of \$1,445,588.

Attachment: Letter of Support from IANR

xc: Ronald Gaines, PE, City Administrator
Stephanie Sheetz, AICP, Director of Community Development
Chase Schrage, Director of Public Works
Karen Howard, AICP, Planning and Community Services Manager



Iowa Northern Railway Company

201 Tower Park Drive, Suite 300 • Waterloo, Iowa 50701

August 26, 2024

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

Dear Mayor Laudick:

As you are aware, Iowa Northern Railway Company (IANR) originally advised the City of Cedar Falls (CF) of an opportunity to apply for assistance using the Federal Railroad Administration's Rail Crossing Elimination (RCE) Grant to assist in removing the rail spur which formerly served Cedar Falls Utilities while providing for a move of the IANR assets to a location which IANR can utilize in a much safer and efficient manner, thus positively impacting the northeast Iowa transportation corridor.

The original application was submitted in October of 2022 and although unsuccessful, CF received very favorable feedback on the effort and was given encouragement to try again. Over the past couple of years, IANR has worked closely with CF to prepare for the opportunity for CF to submit a second application to FRA for the RCE opportunity.

On July 10, 2024, FRA announced a Notice of Funding Opportunity for the FY 2023-FY2024 Railroad Crossing Elimination Program. IANR commits to move forward as Project Partner to CF (Project Applicant) with full support of CF's efforts.

Our collective efforts have produced a new project Budget with funding sources totaling \$14,455,876. RCE portion is 80%, or \$11,564,701 CF and IANR will provide the remaining 20% match of \$2,891,175 by splitting the remainder 50%-50% or \$1,445,588 contribution for CF and IANR, respectively.

This project improvement is in the best interest of rail safety and is a true win-win for CF and for IANR. We offer full support to CF and thank you for your willingness to promote Highway-Rail Grade Crossing Safety. This project will positively impact the Cedar Falls community along with the IANR rail corridor in Butler County. We look forward to serving as your Project Partner.

Respectfully,

A handwritten signature in blue ink, appearing to read "William L. Magee".

William L. Magee | President & Chief Executive Officer

Iowa Northern Railway Company
201 Tower Park Drive | Suite 300 | Waterloo, Iowa 50701
Cell: 319-415-7293
Email: wmagee@iowanorthern.com



DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls
 220 Clay Street
 Cedar Falls, Iowa 50613
 Phone: 319-273-8600
 Fax: 319-268-5126
 www.cedarfalls.com

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor Daniel Laudick and City Council
FROM: Michelle Pezley, AICP, Planner III
DATE: September 3, 2024
SUBJECT: Contract for Consultant Services with HGKi for the Parks and Recreation Master Plan

The Department of Community Development issued a Request for Proposals and Qualifications for consultant services to assist the City in developing a comprehensive Parks and Recreation Master Plan. The Parks and Recreation Master Plan will include an assessment of all our existing parks, open space and trails and is reflective of the community needs and preferences for future parks and recreation facilities. The consultant will assist with community outreach, conduct research, identify best practices that may be appropriate in Cedar Falls, and include specific recommendations for implementing the plan over time.

The City received eight proposals to preform the work described in the RFPQ.

A staff committee from the divisions of Parks, Recreation, and Planning reviewed and scored each proposal independently based on a number of criteria, including

- Qualifications of the lead consultant and the project team;
- Past experience in working on similar projects in cities similar to Cedar Falls;
- Technical approach and project understanding;
- Were all the components of the Parks Master Plan addressed in the RFP;
- What was their strategies for Community Outreach.

Out of the eight submittals, the staff committee interviewed the three consultant teams with the top-scoring proposals and followed up with reference calls. After reviewing the proposals, conducting interviews, and contacting references, the staff committee determined that the best fit for the project would be HGKi. They have extensive experience with the planning process, drafting parks plans, and working in Iowa.

The general scope of services outlined in this contract includes the following components:

- Task 1 Project Initiation and Coordination
 - In person kick off meeting with staff and two-day parks tour
 - Prepare project communication and engagement plan
 - Prepare data request
 - Prepare base mapping
 - Bi-weekly coordination calls with staff throughout the project.

- Task 2 Issues, Opportunities and Needs
 - Review relevant plans and documents
 - Peer community review + NRPA level of service analysis
 - Demographics community review
 - Service area gap analysis
 - Inventory conditions and classifications review
 - Trends in Economic Benefits, Tourism, Best Management Practices
 - Parks and Recreation Committee and Bike and Pedestrian Commission
Committee Joint Meeting #1
 - Summary of needs

- Task 3 Community Outreach and Engagement Prepare Communications and Outreach Materials
 - Pop-up meetings (2)
 - Survey and social pinpoint tools
 - Stakeholder focus group meetings (4)
 - Local government and agency meetings
 - Open house event
 - Engagement contingency
 - Summary of engagement and feedback

- Task 4: Goal Setting and Evaluation
 - Develop Goals, Vision and Mission
 - Parks and Recreation Committee and Bike and Pedestrian Commission
joint Meeting #2
 - Identify metrics and benchmarks

- Task 5: Programs, Services, Organization and Funding
 - Programs and services analysis
 - Organizational systems,
 - Processes and policy overview
 - Staffing and partnership analysis
 - Resource and funding analysis
 - Communications and marketing analysis
 - Park dedication code review
 - Parks and Recreation Committee and Bike and Pedestrian Commission
Committee Joint Meeting #3
 - Summary of recommendations

- Task 6: Draft and Final Plan
 - Develop Recommendations & Implementation Strategy
 - Prepare asset management tool
 - Prepare draft plan document
 - Parks and Recreation Committee and Bike and Pedestrian Commission
Joint Meeting #4
 - Revisions to the draft plan
 - Present to Planning and Zoning

- Commission with follow-up virtual meeting for approval
- Present to City Council with follow-up virtual meeting for approval
- Package of final deliverables

- Task 7 Plan Implementation
 - Presentation to Planning and Zoning Commission
 - Prepare draft ordinance
 - Planning and Zoning/City Council
 - Joint Work Session to review draft ordinance
 - Adoption process

The amount of the contract is for \$141,000 all-inclusive of expenses. The FY25 CIP project # 58 plans for the cost of this project utilizing the Cell Tower Leases Fund.

This project meets the City Council FY25 5.b.2 goal, "Update the Park Master Plan (CFD8601.06) to account for city growth, changing needed and desires of the public, and updating of equipment and facilities.

Please contact staff with any questions. Thank you.

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

CITY OF CEDAR FALLS, IOWA
GENERAL TERMS AND CONDITIONS

HKGi

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

1.0. Contractor's Services

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

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

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

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

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

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

2.0. Compensation

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

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

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

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

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

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

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

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

3.0. Taxes.

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

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

4.0. Ownership and Use of Documents

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

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

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

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

5.0. Term and Termination.

5.1. The term of this Agreement shall commence on the effective date and end on December 31, 2025 unless earlier terminated under the terms of this Agreement.

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

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

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

6.0. Warranties.

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

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

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

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

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

7.0. Warranties – Intellectual Property.

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

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

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

8.0. Disputes.

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

8.2. Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Agreement that are not affected by the dispute and the City shall continue to make payment for all Services that are performed in conformance with this Agreement. Should the Contractor fail to

continue to perform its responsibilities regarding all non-disputed Services, without delay, any additional costs incurred by the City or the Contractor as a result of such failure to proceed shall be borne by the Contractor.

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

9.0. Indemnification and Hold Harmless.

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

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

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

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

10.0. Insurance.

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

Insurance requirement waived: _____ (Signature and title of authorized City employee or officer)

The City may at any time during the term of this Agreement require proof of such insurance.

11.0. Compliance with Laws and Regulations.

11.1. Contractor certifies that in performing this Agreement it will comply with all applicable provisions of federal, state and local laws, ordinances, rules, licenses and regulations and shall make reasonable efforts to ensure that its employees, agents, subcontractors and others working on behalf of the Contractor under this Agreement do the same.

11.2. Contractor is responsible for determining which products are considered to be hazardous chemicals under applicable standards and to provide the most current Safety Data Sheet ("SDS") with the initial shipment of such chemicals. Failure by Contractor to do so may be considered by the City to be delivery of a defective product and its delivery may be refused. It is also the Contractor's responsibility to provide to the City any updated or revised SDS as it becomes available for any such hazardous chemicals sold and delivered to the City.

12.0. Independent Contractor.

Both parties shall act in their individual capacities in the performance of this Agreement and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other for any purpose whatsoever.

13.0. Non-Collusion.

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

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

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

14.0. Nondiscrimination and Equal Opportunity.

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

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

15.0. No Conflict of Interest.

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

16.0. Force Majeure.

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

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

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

17.0. Assignment.

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

18.0. Governing Law.

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

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

19.0. Discrepancy.

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

20.0. Public Record.

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

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

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

21.0. Debarment.

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

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

22.0 Confidentiality of Shared Information.

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

23.0 Entire Agreement.

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

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

24.0 Additional Terms.

25.0 Notices.

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

City:	Contractor:
Name: Michelle Pezley	Name: ___ Gabrielle Grinde _____
Title: Planner III	Title: ___ Vice President _____
Address: 220 Clay St. Cedar Falls, Iowa 50613	Address: ___ 800 Washington Ave N. _____ _____ Suite 103 _____
Telephone: (319) 268-5194	Telephone: ___ 608-852-3370 _____
Email: michelle.pezley@cedarfalls.com	Email: ___ gabrielle@hkgi.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

HKGI

By: 
Gabrielle Grinde

Its: _____ Vice President _____

Date: Aug. 26, 2024

CITY OF CEDAR FALLS, IOWA

By: _____
Daniel Laudick, Mayor

Attest: _____
Kim Kerr, MMC, City Clerk

Date: _____

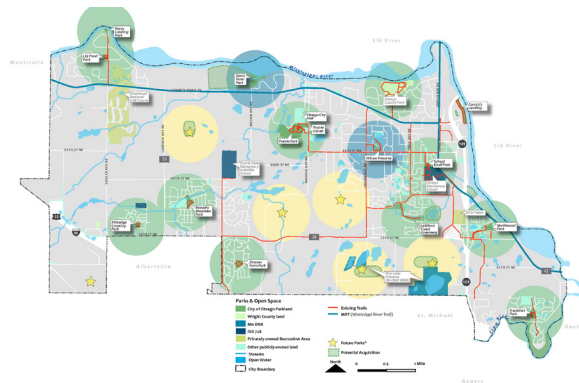
WORK PLAN (REVISED 8/23/2024)

Task 1: Project Initiation and Coordination

SEPT 2024 + ongoing coordination

The HKGi team and City staff will meet in-person to review and confirm the project scope and schedule, discuss public engagement, review background items and GIS data, and discuss overall project goals, issues, and opportunities. The format of the plan document will also be discussed in order to ensure maximum usability and future editability for the city. A data request will be submitted to the city, which will assist HKGi to prepare base maps for the project. The kick-off meeting will also be a part of a two-day parks tour that HKGi will conduct to document and review existing facilities in Cedar Falls. Base mapping will be completed ahead of this site tour.

In order to engage with as many residents as possible, especially including underrepresented populations, HKGi will prepare a Project



Communications and Engagement Plan. This effort will occur early in the process to brainstorm creative ways to reach out and seek input. This document will identify goals for engagement (inform, consult, involve, collaborate, empower), responsibilities, a list of key stakeholders and groups to engage, methods of engagement and outreach, and timelines. This task also includes bi-weekly coordination calls with staff, which will occur throughout the entire project duration.

TASK 1 SUBTASKS AND MILESTONES

- 1.1 Confirm Scope, Schedule and Goals
- 1.2 Kick-off Meeting and Parks Tour with Staff
- 1.3 Prepare Project Communication and Engagement Plan
- 1.4 Prepare Data Request
- 1.5 Prepare Base Mapping
- 1.6 Coordination Meetings with Staff
- 1.6 Project Coordination/Admin

In Subtask 1.5 HKGi will produce maps illustrating park service areas for parks & open spaces in Cedar Falls, including those operated by county, state, and national agencies. We will use the service area map and other data to also produce a map illustrating areas where service gaps exist. The left example is from HKGi's work in Otsego, MN.

Task 2: Issues, Opportunities and Needs

OCT - DEC 2024

Existing mapping and planning documents will be reviewed in order to coordinate the planning process with previous and ongoing plans, including the Environmentally Sensitive Land Survey, Resilience Plan, Comprehensive Plan, Recreation Center Study, and others as guided by staff. Past Capital Improvement Plans and budgets will also be reviewed. Demographic data and projections will be analyzed to inform the plan's recommendations for future level of service and facilities needed.

A peer community review will involve conducting in-depth analysis of data related to Cedar Falls and several peer cities (as directed by staff). Data points will include acres of parkland, number of parks, county population and area, number of picnic facilities, miles of trails, programming, staffing levels, funding levels and sources, capital and operations budget, park dedication policies, etc. This information will be analyzed with the NRPA Level of Service data to understand how Cedar Falls compares to local and national peers.

Additional research will be performed during this task to build a common body of knowledge specific to relevant issues in Cedar Falls today. Research will be completed regarding the projected economic benefits and impacts of park and recreation trends, as well as case study research to understand how other communities are administering park dedication fees to fund future capital and maintenance of their systems. Finally, best management practices (BMPs) for implementing stormwater and green infrastructure within parks will be researched for applicability for building a more sustainable park system that is resilient to flooding.

Utilizing the city’s existing data, we will confirm and update a table and visual summary of existing parks, recreation facilities and amenities, along with review of existing park classifications. We will prepare a graphic and narrative description of city park classifications and the role of the city parks in the broader region regarding opportunities and potential duplication of services.

Findings from the research and analysis will be presented to the joint Parks and Recreation Commission / Bicycle and Pedestrian Commission (PR/BP) Committee which will serve to guide the project and deliverables.

A graphically engaging summary will be developed that includes all inventory data along with a summary of the analysis of the system and identification of needs for the future.

TASK 2 SUBTASKS AND MILESTONES

2.1 Review Relevant Plans and Documents

2.2 Peer Community Review + NRPA Level of Service Analysis

2.3 Demographics Community Review

2.4 Service Area Gap Analysis

2.5 Inventory Conditions and Classifications Review

2.6 Trends in Economic Benefits, Tourism, Best Management Practices

2.7 PR/BP Committee Meeting #1

2.7 Summary of Needs

Task 3: Community Outreach and Engagement

SEPT 2024 – AUG 2025

We will use the Communication and Engagement Plan that was developed during Task 1 as a guide for Task 3. Spring and summer tend to be the best times to engage the community as people are excited about being outside and active as the weather turns warmer. Graphically-engaging outreach materials that represent City branding will be developed to spread the word and encourage participation in activities. We will also assist with providing content for the City’s project website, writing press releases, newsletter copy, and social media postings. We have budgeted time and hours for the following subtasks, but our approach is flexible if other tools are desired. We



have also budgeted time to conduct two rounds of resident surveys, likely to be advertised through the City’s social media. Our team has native Spanish speakers on staff, and we can work with the city to translate materials to other languages as needed.

A series of pop-up events (project booths or info presented at community events), workshops, and open house events will be scheduled to coincide with planned trips to Cedar Falls, to maximize efficiency and project budget. A suite of web-based survey and interactive mapping tools (Social Pinpoint) will be deployed to reach a broad range of community members at key milestones for plan development. A graphic summary of what was heard through engagement will be prepared and shared out as part of the project deliverables after project milestones. During the first half of this task, we will be focused on gathering information from the public about their ideas; the second half will focus on collecting input on draft ideas for the plan.

Local government and agency stakeholder meetings will be scheduled during this phase to assist in providing our team with background



information about specific user-groups and facility use today. The project will involve a joint committee comprised of the Parks and Recreation Commission and the Bicycle and Pedestrian Commission; (4) meetings with this group have been distributed within the work plan and schedule to align with project tasks/ milestones.

We have included time and budget for contingencies related to engagement. This will allow our team to add meetings, events, or tools to better serve stakeholders on an as-needed basis.



TASK 3 SUBTASKS AND MILESTONES

- 3.1 Prepare Communications and Outreach Materials**
- 3.2 Pop-up Meetings (2)**
- 3.3 Survey and Social Pinpoint Tools**
- 3.4 Stakeholder Focus Group Meetings (4)**
- 3.5 Local Government and Agency Meetings**
- 3.6 Open House Event**
- 3.7 Engagement Contingency**
- 3.8 Summary of Engagement and Feedback**



Task 4: Goal Setting and Evaluation

JAN - FEB 2025

The needs assessment will inform development of system goals and objectives that identify improvements to or new facilities, programs, acquisition, partnerships, funding and staffing recommendations. These goals may include precedent projects or images to describe them, as well as a narrative list. A clear set of metrics and benchmarks for future monitoring will be identified as a means to build transparency and accountability into the process of implementation.

A vision statement and list of guiding principles will serve as the framework for the goals and objectives. The vision statement and guiding principles will support the Plan’s Mission and Vision, and wording will be confirmed at a workshop planned with the PR/ BP Committee at their second meeting.

TASK 4 SUBTASKS AND MILESTONES

- 4.1 Develop Goals, Vision and Mission**
- 4.2PR/BP Committee Meeting #2**
- 4.3 Identify Metrics and Benchmarks**

Task 5: Programs, Services, Organization and Funding

FEB – MAR 2025

We will work with staff to analyze the inventory of existing recreation programs and events, including participation and costs, provided in the City in order to determine if there is capacity or desire for changes in programming. Based on trends and community input, we will identify needs in the City to expand community events and recreation offerings. Additional review of organizations systems, processes, policies, staffing, resources, funding, communications and marketing will be conducted to understand where revisions or amendments could support the vision or goals as developed in Task 5. A code review of peer community park dedication policies will be conducted at this time.

A summary of recommendations outlining future actions and staff roles in implementing actions will be developed and integrated into the subsequent draft plan document.

TASK 5 SUBTASKS AND MILESTONES

5.1 Programs and Services Analysis

5.2 Organizational Systems, Processes and Policy Overview

5.3 Staffing and Partnership Analysis

5.4 Resource and Funding Analysis

5.5 Communications and Marketing Analysis

5.6 Park Dedication Code Review

5.7 PR/BP Committee Meeting #3

5.7 Summary of Recommendations

Task 6: Draft and Final Plan

APR 2025 – SEPT 2025

Elements of the draft plan document will be created along the way as summary documents are created in earlier tasks.

This task will begin with identifying and confirming a set of recommended improvements, based on the knowledge and research completed in Tasks 1 - 6. Additionally, a city-wide plan for future trail improvements to connect residents and visitors to community destinations and parks will be created.

An implementation strategy will be prepared as part of this task, which will identify a phasing or sequencing approach to improvements. Prioritization of recommendations will be based on a set of criteria including existing conditions and community context, previous planning, public input, stakeholder input, desires of elected officials, potential partnerships, growth projections, trends in rec, staff input, capital costs, O&M costs, and peer comparison. Emphasis will be placed on an equitable prioritization of recommendations, and incorporation of proposed improvements, among other recent plans and recommendations.

An Asset Management Plan is a detailed and practical tool containing great information for future park improvements planning. HKGi will work with the city to develop this tool into a specifically-tailored Excel spreadsheet that identifies ongoing costs to maintain the current physical parks system as it is today. The tool includes an inventory of existing physical

facilities and amenities in the park system, along with location in the system, quantity, size, lifespan, cost for replacement, and other details. Considerations include inflation, funding sources, annual budgets, and input from staff. It is possible to add planned facilities into the tool to determine how those new facilities will impact long-term maintenance and replacement costs for the city. We have heard from past clients for whom we have developed this tool that they use it on a regular basis to help maintain their system and communicate to elected officials the funding that is needed to upkeep existing facilities.

With the parks master plan components completed, a complete document will be drafted and formatted per guidance provided by City staff. The draft document will focus on key strategies for implementation according to a ten-year horizon aligned with capital improvement planning and budget development; as well, the plan will include a summary of the project goals and process, the needs assessment, and detailed description of the proposed vision and guiding principles, system goals and objectives and a detailed account of community engagement. Colorful and engaging maps, graphics, images, and tables will accompany narrative text to describe the future of Cedar Falls's Park System.

HKGi will present the draft plan to staff and to the PR/BP Committee and schedule a review period to collect feedback. Subsequent revisions will be made with guidance from City staff. A community open house is planned (see Task 3) to share the draft plan with the community at this time. HKGi will prepare refinements to the

Item 19.

plan according to feedback collected from the community. Finally, in-person presentations will be prepared for the Planning and Zoning Commission and City Council with participation in follow-up meetings for approval through web conference. Upon approval of the plan, our team will package all files and deliverables to be shared with the city for future use and reference.

TASK 6 SUBTASKS AND MILESTONES

- 6.1 Develop Recommendations & Implementation Strategy**
- 6.2 Prepare Asset Management Tool**
- 6.3 Prepare Draft Plan Document**
- 6.4 PR/BP Committee Meeting #4**
- 6.5 Revisions to the Draft Plan**
- 6.6 Present to Planning and Zoning Commission with follow-up virtual meeting for approval**
- 6.7 Present to City Council with follow-up virtual meeting for approval**
- 6.8 Package of Final Deliverables**

Task 7: Plan Implementation

JULY - NOV 2025

HKGi will begin working with staff, Planning and Zoning Commission and City Council (as directed by staff) prior to the final master plan approval to get a head start on implementation of recommendations. This will primarily focus on preparation of draft subdivision ordinance language to reflect elements and direction of the parks master plan. HKGi staff assigned to work on both projects will collaborate to share information and provide background materials as needed.

HKGi will present on the preliminary direction of the subdivision ordinance and park dedication to the Planning and Zoning Commission when the full master plan is also presented to this body. Immediately following this Work Session, HKGi will meet with a group of local developers to understand issues and opportunities facing subdivision development in Cedar Falls (stakeholder meeting as shown in July of 2025 on the project schedule in Task 3).

With this knowledge in-hand, HKGi will prepare a set of draft recommendations and code revisions. The draft will be reviewed by staff and then by the Planning and Zoning Commission and City Council Members in a Joint Work Session.

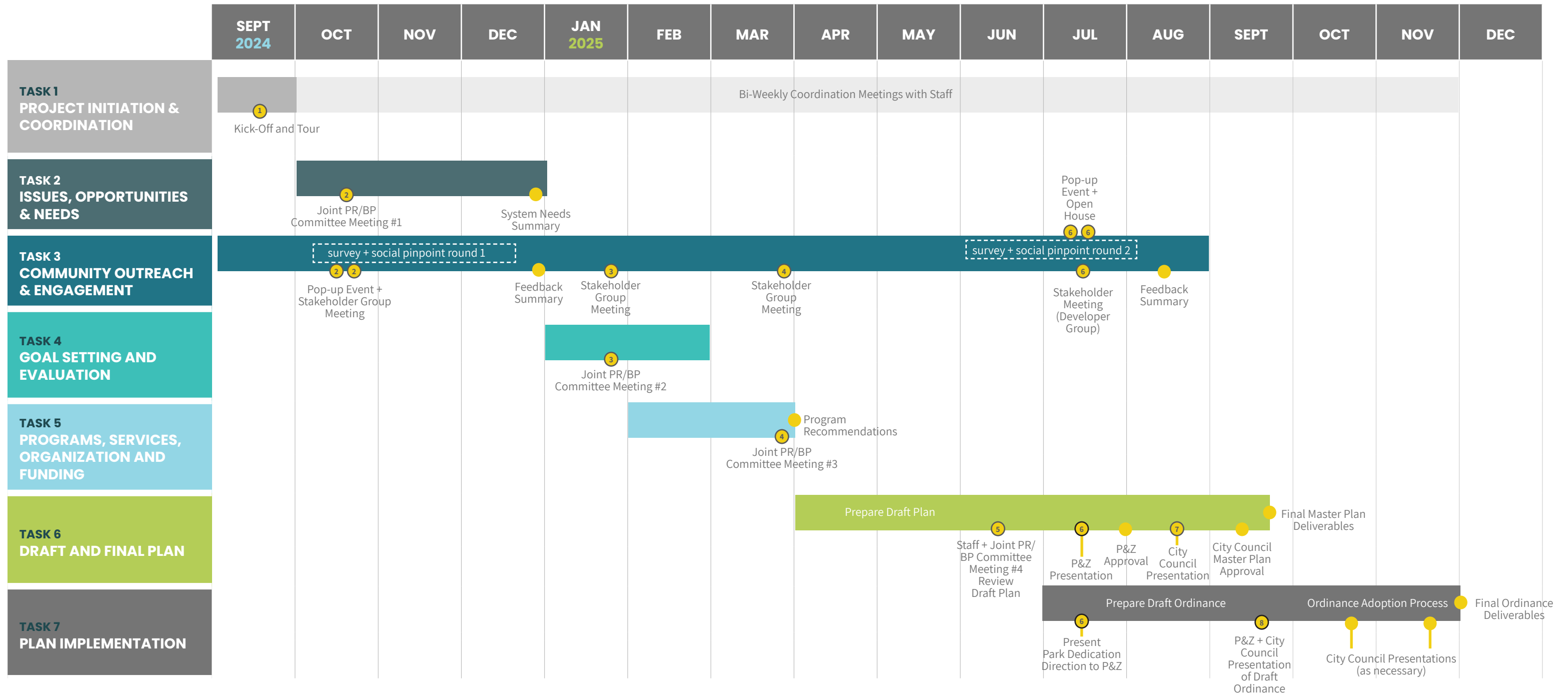
Subsequent revisions will be made to the draft ordinance text and then HKGi will prepare for the adoption process, which will include finalizing the draft ordinance, preparing memos and presenting to governing bodies --depending on the City's approval process. Here, we have assumed HKGi will provide virtual presentations during the approvals process. It is also assumed that public meeting notices will be prepared by City staff.

TASK 7 SUBTASKS AND MILESTONES

- 7.1 Presentation to Planning and Zoning Commission**
- 7.2 Prepare Draft Ordinance**
- 7.3 Planning and Zoning/City Council Joint Work Session to review draft ordinance**
- 7.4 Adoption Process**



SCHEDULE REVISED 8/23/2024



FEE PER TASK (REVISED 8/20/2024)

PARK AND RECREATION MASTER PLAN	FEE
TASK 1: PROJECT INITIATION & COORDINATION	\$16,800
TASK 2: ISSUES, OPPORTUNITIES, AND NEEDS	\$20,600
TASK 3: COMMUNITY OUTREACH & ENGAGEMENT	\$25,600
TASK 4: GOAL SETTING AND EVALUATION	\$7,000
TASK 5: PROGRAMS, SERVICES, ORGANIZATION AND FUNDING	\$12,700
TASK 6: DRAFT AND FINAL PLAN	\$35,900
TASK 7: PLAN IMPLEMENTATION	\$15,400
SUBTOTAL	\$134,200
EXPENSES (PRINTING, MILEAGE, PROJECT MATERIALS)	\$6,800
TOTAL	\$141,000

INSURANCE REQUIREMENTS
 HKGi has reviewed the City of Cedar Falls insurance requirements. If selected for this project, we will work with our insurance provider to comply with the requirements as documented in the RFP for this project.

Cost for additional trip by HKGi (one staff member, one event/meeting): \$2,400 - \$3,400

HKGi is available to provide support to tasks such as enhanced 3D renderings, grant writing assistance, or other enhanced community engagement activities based on what would best support the project’s success. If any of these tasks are desired, we would plan to discuss them with City staff and determine how to best fit the tasks and any related fees into the project scope of work.

10-12-2022

Exhibit C
INSURANCE REQUIREMENTS
FOR GOODS & SERVICES
FOR THE CITY OF CEDAR FALLS

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

1. All policies of insurance required hereunder shall be with an insurer authorized by law to do business in Iowa. All insurance policies shall be issued by companies satisfactory to the City and have a rating of A-, VII or better in the current A.M. Best Rating Guide.
2. The Contractor shall obtain and maintain through the term of the Agreement, insurance with the terms set forth in this Exhibit and with limits of coverage equal to or in excess of those set forth on Pages 2-3 of this Exhibit. By requiring the insurance as set forth in this Exhibit the City does not represent that coverage or limits will necessarily be adequate to protect Contractor's interests and such coverage and limits shall not be deemed a limitation on Contractor's liability under the Agreement or under the indemnity provisions of this Exhibit. The City shall have the right at any time to require liability insurance with greater coverage than that otherwise specified herein.
3. Coverage shall be written on an occurrence, not claims made form. All deviations or exclusions from the standard ISO commercial general liability form CG 001 shall be clearly identified and shall be subject to the review and approval of the City.
4. Contractor shall maintain ongoing Commercial General Liability coverage for at least 2 years following substantial completion of the work, under the Agreement, to cover liability arising from the products-completed operations hazard and liability assumed under an insured contract.
5. Separation of Insured's Provision: If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
6. Certificate of Insurance: Contractor shall furnish a signed Certificate of Insurance, with accompanying endorsements, to the City of Cedar Falls, Iowa for the coverage required herein. See Pages 3-4 of this Exhibit.
 - A. Upon request by the City, Contractor shall provide Certificates of Insurance for all subcontractors and sub-sub-contractors who perform work or services pursuant to the provisions of the Agreement.
 - B. All Certificates of Insurance required hereunder shall include the Cancellation & Material Changes Endorsement.
7. Termination: Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Cedar Falls. Failure of the Contractor to obtain or maintain the required insurance shall be considered a material breach of the Agreement, and at City's option, shall allow City to terminate the Agreement for cause and/or purchase said insurance at Contractor's expense.

Insurance Limits

A. Commercial General Liability

The City shall be named as Additional Insured on a primary and non-contributory 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 3-4 of this Exhibit</i>	
Blanket or Scheduled Additional Insured Owners, Lessees or Contractors - Scheduled Person or Organization	CG 20 10 12 19 or Equivalent
Additional Insured - Owners, Lessees or Contractors - Completed Operations	CG 20 37 12 19 or Equivalent
Governmental Immunity (Nonwaiver of Government Immunity – Code of Iowa §670.4)	Equivalent to sample on Page 4 of this Exhibit.
Designated Construction Project(S) General Aggregate Limit (if applicable)	CG 25 03 05 09 or Equivalent

B. Automobile Liability

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

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

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US
 (Waiver of Subrogation Endorsement)**

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

CANCELLATION AND MATERIAL CHANGES ENDORSEMENT

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

ADDITIONAL INSURED ENDORSEMENT

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

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

GOVERNMENTAL IMMUNITIES ENDORSEMENT

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

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



DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

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

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

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

As scheduled in the Vehicle Replacement Program for FY25, the public works department has listed a pickup truck for replacement to be utilized as a supervisor vehicle in the fleet maintenance section. Small equipment such as this is typically purchased through a bidding process managed by the State of Iowa.

The budgeted amount of this vehicle as listed in the Vehicle Replacement Program is \$60,000.00. The bid price for the pickup truck is \$51,153.90.

The Public Works Department is seeking approval for the expenditure of funds to purchase the F-250 Ford truck at a cost of \$51,153.90. If approved, the expenditure for this vehicle will be paid with vehicle maintenance funds.

Please feel free to contact me if you have questions or concerns.

CC: Chase Schrage, Public Works Director



DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

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

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

TO: Mayor Danny Laudick and City Council
FROM: Brian Heath, Oper/Maint. Division Manager
DATE: August 26, 2024
SUBJECT: Equipment Purchase

As scheduled in the Vehicle Replacement Program for FY25, the public works department has listed a Mid Top Van for replacement to be utilized in the Cable Television Section of the Information Systems Division. Equipment such as this is typically purchased through a bidding process managed by the State of Iowa. However, a local vendor has agreed to match the state bid pricing.

The budgeted amount of this vehicle as listed in the Vehicle Replacement Program is \$55,000.00. The bid price for the Ford Transit-250 from Bill Colwell Ford is \$51,885.00.

The Public Works Department is seeking approval for the expenditure of funds to purchase the Ford Transit-250 at a cost of \$51,885.00 from Bill Colwell Ford Inc. If approved, the expenditure for this vehicle will be paid with vehicle maintenance funds

Please feel free to contact me if you have questions or concerns.

CC: Chase Schrage, Public Works Director

**DEPARTMENT OF PUBLIC WORKS**

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Daniel Laudick and City Council

FROM: Benjamin Claypool, Principal Engineer, PhD, PE

DATE: August 26th, 2024

SUBJECT: Viking Road and Prairie Parkway Intersection Improvements Project
Project No. RC-232-3308
Contract Documents

Attached for your approval are the Form of Contract; the Performance, Payment, and Maintenance Bonds; Certificates of Insurance; and Form of Proposal with Owen Contracting, Inc for the construction of the Viking Road and Prairie Parkway Intersection Improvements Project.

The Department of Public Works recommends approving and executing the contract with Owen Contracting, Inc. for the construction of the Viking Road and Prairie Parkway Intersection Improvements Project. This project generally consists of the installation of a roundabout at the intersection of Viking Road and Prairie Parkway, storm sewer, sidewalk, and landscaping within the roundabout center island. Raised Medians will be installed from the proposed roundabout to Andrea Drive.

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

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

FORM OF CONTRACT

This Contract entered into in quadruplicate at Cedar Falls, Iowa, this ____ day of _____, 2024, by and between the City of Cedar Falls, Iowa, hereinafter called the Owner, and Owen Contracting, Inc. of Cedar Falls, IA, hereinafter called the Contractor.

WITNESSETH:

The Contractor hereby agrees to furnish all labor, tools, materials and equipment and construct the public improvement consisting of: VIKING ROAD & PRAIRIE PARKWAY INTERSECTION IMPROVEMENTS, Project No(s). RC-232-3308 all in the City of Cedar Falls, Iowa, ordered to be constructed by the City Council of the City of Cedar Falls, Iowa, by Resolution duly passed on the 15th day of July 2024 and shown and described in the Plans and Specifications therefore now on file with the City Clerk of said City.

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

The following parts of the Plans and Specifications for said Project No(s). RC-232-3308 attached hereto shall be made a part of this contract as fully as though set out herein verbatim:

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

- m. Bidders Status Form
- n. TBS Pre-Bid Contact Information

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



Contractor

CITY OF CEDAR FALLS, IOWA

By _____
Danny Laudick, Mayor

Attest: _____
Kim Kerr
City Clerk

Performance, Payment and Maintenance Bond

SURETY BOND NO. 54-261913

KNOW ALL BY THESE PRESENTS:

That we, Owen Contracting, Inc., as Principal (hereinafter the "Contractor" or "Principal" and United Fire & Casualty Company as Surety are held and firmly bound unto CITY OF CEDAR FALLS, IOWA, as Obligee (hereinafter referred to as "the Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Two Million Two Hundred Seventeen Thousand Eight Hundred Two & 80/100 (\$ 2,217,802.80), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

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

VIKING ROAD & PRAIRIE PARKWAY INTERSECTION IMPROVEMENTS Project RC-232-3308

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 Polk 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(s). TS-000-3294

Witness our hands, in triplicate, this _____ day of _____, 2024.

Surety Countersigned By: **PRINCIPAL:**

N/A
Signature of Agent

Owen Contracting, Inc.
Contractor

Printed Name of Agent

By: 
Signature
President
Title

Company Name

SURETY:

Company Address

United Fire & Casualty Company
Surety Company

City, State, Zip Code

By: 
Signature Attorney-in-Fact Officer

Company Telephone Number

Juliana Bartlett, Attorney-in-Fact
Printed Name of Attorney-in-Fact Officer

FORM APPROVED BY:

AssuredPartners Great Plains, LLC
Company Name
4200 University Ave., Ste. 200
West Des Moines, Iowa 50266
Company Address
(515) 244-0166
Company Telephone Number

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.



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
 CERTIFIED COPY OF POWER OF ATTORNEY

Inquiries: Surety Dep
 118 Second
 Cedar Rapids, IA 52401 Item 22.

(original on file at Home Office of Company – See Certification)

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

GREG T. LA MAIR, JEFFREY R. BAKER, JOSEPH I. SCHMIT, E. A. VON HARZ, BRANDON HORBACH, COURTNEY MEYER, JULIANA BARTLETT, DANIEL M. MOLYNEAUX, LAURA J. ADAMS, LORI S. BURROUGHS, PAMELA K. MATTISON, KAREN S. HARTSON, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

“Article VI – Surety Bonds and Undertakings”

Section 2, Appointment of Attorney-in-Fact. “The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 16th day of July, 2024

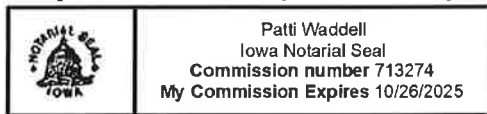


UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Kyanna M. Saylor*
 Vice President

State of Iowa, County of Linn, ss:

On 16th day of July, 2024, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Patti Waddell
 Notary Public
 My commission expires: 10/26/2025

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this _____ day of _____, 20_____.



By: *Mary A. Bertsch*
 Assistant Secretary,
 UF&C & UF&I & FPIC



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/YY) 08/ Item 22.

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

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

PRODUCER: The Sinnott Agency, Inc. 622 W 4th St., PO Box 1918 Waterloo, IA 50704 Steven Sinnott
CONTACT: Janan Timmer 319-233-6103 FAX: 319-234-8133 E-MAIL: janant@sinnottagency.com
INSURED: OWEN CONTRACTING, INC. 1325 RAIL WAY CEDAR FALLS, IA 50613
INSURER(S) AFFORDING COVERAGE: Continental Western Group NAIC #: 10804

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation, and Leased/Rented Equipment.

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

WHEN REQUIRED IN WRITTEN CONTRACT. SEE 2ND PAGE. PROJECT: VIKING ROAD & PRAIRIE PARKWAY INTERSECTION IMPROVEMENTS, PROJECT NO. RC-232-3308

CERTIFICATE HOLDER: CITY OF CEDAR FALLS INSPECTION OFFICE 220 CLAY ST CEDAR FALLS, IA 50613
CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Janan Timmer

NOTEPAD:HOLDER CODE CITYCF3
INSURED'S NAME OWEN CONTRACTING, INC.OWENC-1
OP ID: JTPA
Date 08/20 Item 22.

WHEN REQUIRED IN WRITTEN CONTRACT:
CITY OF CEDAR FALLS, INCLUDING ALL ITS ELECTED AND APPOINTED OFFICIALS,
ALL ITS EMPLOYEES AND VOLUNTEERS, ALL ITS BOARDS, COMMISSIONS AND/OR
AUTHORITIES AND THEIR BOARD MEMBERS, EMPLOYEES, AND VOLUNTEERS, AND ALL
ITS OFFICERS, AGENTS, AND CONSULTANTS, ARE INCLUDED AS ADDITIONAL INSUREDS
WITH RESPECT TO LIABILITY ARISING OUT OF THE CONTRACTOR'S WORK AND
SERVICES PERFORMED FOR THE JURISDICTION UNDER THE GENERAL LIABILITY POLICY
PER CLCG00492 10/18, AUTOMOBILE PER CLCA2093 12/22. 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 PER
CLCG00492 10/18, CG2001 12/19, CLCA2093 12/22.
ADDITIONAL INSURED INCLUDING COMPLETED OPERATIONS PER CLCG2079 6/20.
CANCELLATION NOTICE PER CLIL0012 11/10.
GOVERNMENTAL IMMUNITY PER CA3358 10/11.
WAIVER OF SUBROGATION PER CLCG0492 10/18, AUTO PER CLCA2093 12/22, WORK
COMP PER WC000313 4/84, EXCESS PER CU2403 12/20.
PROJECT: VIKING ROAD & PRAIRIE PARKWAY INTERSECTION IMPROVEMENTS, PROJECT
NO. RC-232-3308

**FORM OF PROPOSAL
VIKING ROAD & PRAIRIE PARKWAY INTERSECTION
IMPROVEMENTS
PROJECT NO. RC-232-3308
CITY OF CEDAR FALLS, IOWA**

To the Mayor and City Council
City of Cedar Falls, Iowa

The undersigned hereby certifies that Owen Contracting, Inc. have personally and carefully examined the specifications, general conditions, and form of contract annexed hereto. Having made such examination, the undersigned hereby proposes to construct the improvements for the VIKING ROAD & PRAIRIE PARKWAY INTERSECTION IMPROVEMENTS in accordance with the plans and specifications on file in the office of the City Clerk, the published Notice to Bidders and the Form of Contract, herewith, complying with all the laws of the State of Iowa, and the Rules, Regulations and Ordinances of the City of Cedar Falls, and to the satisfaction of the City Council of the City of Cedar Falls, Iowa, including the guaranteeing of this Project for a period of two (2) years from the date of final acceptance thereof at the following prices, to-wit:

BID ITEM #	DESCRIPTION	UNITS	QUANTITY
1	Clearing and Grubbing	LS	1
2	Topsoil, On-site	CY	3400
3	Excavation Class 10	CY	5435
4	Subgrade Preparation, 6"	SY	2792
5	Subgrade Preparation, 12"	SY	9537
6	Granular Stabilization	TON	558
7	Subbase, Modified, 12"	SY	9537
8	Compaction Testing	LS	1
9	Trench Foundation	TON	20

BID ITEM #	DESCRIPTION	UNITS	QUANTITY
10	Replacement of Unsuitable Backfill Material	CY	100
11	Trench Compaction Testing	LS	1
12	Storm Sewer, Trenched, HDPE, 15"	LF	280
13	Storm Sewer, Trenched, HDPE, 18"	LF	297
14	Storm Sewer, Trenched, HDPE, 24"	LF	27
15	Storm Sewer, Trenched, HDPE, PERFORATED, 15"	LF	92
16	Storm Sewer, Trenched, HDPE, PERFORATED, 24"	LF	204
17	Storm Sewer, Trenched, RCP, 15"	LF	196
18	Storm Sewer, Trenched, RCP, 24"	LF	70
19	Removal of Storm Sewer, RCP, 15"	LF	823
20	Subdrain, Type 1, PE, 6"	LF	2812
21	Subdrain Cleanout, Type A-1, 6"	EA	11
22	Subdrain Outlets and Connections, CMP, 6"	EA	25
23	Water Main, Trenched, DIP, 12"	LF	10
24	Fitting, DI MJ, 12"	LB	156
25	Valve, Gate, 12"	EA	1
26	Fire Hydrant Assembly	EA	1
27	Valve Box Extension	EA	1
28	Fire Hydrant Adjustment	EA	1
29	Fire Hydrant Assembly Removal	EA	1
30	Manhole, SW-401, 48"	EA	2
31	Manhole, SW-403, (Inside Dimensions 4'-0" X 9'-0")	EA	1
32	Intake, SW-501	EA	1
33	Intake, SW-507, Small Box	EA	2
34	Intake, SW-509, Small Box	EA	4
35	Intake, SW-512, 24"	EA	1
36	Intake, SW-545, Extended Opening (7'-10")	EA	3
37	Intake, SW-545, Extended Opening (11'-10")	EA	1

BID ITEM #	DESCRIPTION	UNITS	QUANTITY
38	Connection to Existing Intake	EA	1
39	Remove Intake	EA	6
40	Pavement, PCC, 8", Class C	SY	7078.2
41	Curb and Gutter, PCC Sloped 6", 2.5' – 3' wide, 8" thick	LF	2076
42	Curb, PCC, 12" wide, 12.6" thick	LF	289
43	Concrete Median	SY	427
44	PCC Pavement Samples and Testing	LS	1
45	Truck Apron with 8" PCC Base for Pavers	SY	435
46	Splitter Island with 8" PCC Base for Pavers	SY	230
47	Removal of Sidewalk	SY	910.4
48	Special Subgrade Preparation for Shared Use Path, 6"	SY	4257
49	Sidewalk, PCC, 6"	SY	2878
50	Brick/Paver, Granite	SY	32
51	Brick/Paver, Rustic Red	SY	633
52	Detectable Warning	SF	304
53	Driveway, Paved, PCC, 7"	SY	56
54	Driveway, Granular, 12"	TON	11
55	Subbase Over-excavation	TON	215
56	Pavement Removal	SY	8374.3
57	Rectangular Rapid Flashing Beacon (RRFB) System A	LS	1
58	Rectangular Rapid Flashing Beacon (RRFB) System B	LS	1
59	Rectangular Rapid Flashing Beacon (RRFB) System C	LS	1
60	Rectangular Rapid Flashing Beacon (RRFB) System D	LS	1
61	Rectangular Rapid Flashing Beacon (RRFB) System E	LS	1
62	Rectangular Rapid Flashing Beacon (RRFB) System F	LS	1
63	Remove & Salvage Rectangular Rapid Flashing Beacon (RRFB) System	LS	1
64	Painted Pavement Markings, Solvent/Waterborne	STA	42.84

BID ITEM #	DESCRIPTION	UNITS	QUANTITY
65	Painted Symbols and Legends, Solvent/Waterborne	EA	12
66	Pavement Markings Removed	STA	45.25
67	Grooves Cut for Pavement Markings	STA	42.84
68	Grooves Cut for Symbols and Legends	EA	12
69	Temporary Traffic Control	LS	1
70	Traffic Signs by Area	SF	143.5
71	Perforated Square Steel Tube Posts	LF	242
72	Remove and Reinstall Traffic Signs	EA	2
73	Remove of Signs	EA	13
74	Lighting, Overhead	LS	1
75	Hydraulic Seeding, Seeding, Fertilizing, and Mulching, Type 5	AC	1.04
76	Hydraulic Seeding, Seeding, Fertilizing, and Mulching, Type 6 (Salt-Resistant)	AC	3.4
77	Watering	MGAL	340
78	Plants with Warranty	LS	1
79	SWPPP Management	LS	1
80	Filter Sock, 8"	LF	5812
81	Filter Socks, Removal	LF	5812
82	Stabilized Construction Entrance	TON	150
83	Inlet Protection Device, Surface Applied	EA	12
84	Inlet Protection Device, Maintenance	EA	12
85	Mulch, Shredded Bark	CY	24
86	Mulch, Rock	CY	4
87	Silt Fence or Silt Fence Ditch Check	LF	2184
88	Silt Fence or Silt Fence Ditch Check, Removal of Sediment	EA	6
89	Silt Fence or Silt Fence Ditch Check, Removal of Device	LF	2184
90	Fence Removal	LF	1464
91	Safety Rail, 42"	LF	30

BID ITEM #	DESCRIPTION	UNITS	QUANTITY
92	Mowing	AC	33
93	Mobilization	LS	1
94	Concrete Washout	LS	1
95	Monuments	LS	1
96	Limestone Edging, 6" Wide x 6" Tall	TON	8
97	Electrical & Lighting	LS	1
98	Electrical & Fiber	LS	1

TOTAL BID: \$ 2,217,802.80

Bidders may not independently bid on selective items of work. In this project, all items constitute one indivisible work that will be let to one bidder. A unit price shall be submitted for each of the items. The successful bidder will be determined by evaluating the Total Bid shown above. Failure to submit a bid on any item, shall be just cause for disqualification of the entire proposal. Unit bids must be filled in ink, typed or computer generated, or the bid will be rejected. The Owner reserves the right to delete any part or all of any item.

The Owner reserves the right to reject any and all bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional bids. The Owner further reserves the right to reject the bid of any bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. The Owner may also reject the bid of any bidder if the Owner believes that it would not be in the best interest of the project to make an award to that bidder. The Owner also reserves the right to waive all informalities not involving price, time or changes in the work.

If written notice of approval of award is mailed, telegraphed or delivered to the undersigned within thirty (30) calendar days after the opening thereof, or any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver an agreement in the prescribed form and furnish the required bond within ten (10) calendar days after the Contract is presented to the Contractor for signature, and start work within ten (10) calendar days after the date as set forth in the written Notice to Proceed.

Bid Security in the sum of Ten Percent of Amount Bid (10%) in the form of Bid Bond, is submitted herewith in accordance with the Instructions to Bidders.


The bidder is prepared to submit a financial and experience statement upon request. The bidder has received the following Addendum or Addenda:

Addendum No. 1 Date 8/6/24

The bidder has filled in all blanks on this Proposal.

Note: The Penalty for making false statements in offers is prescribed in 18 U.S.A., Section 1001.

Name of bidder
Owen Contracting, Inc.
1325 Rail Way
Cedar Falls, IA 50613
Official Address



By
President

Title



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: Karen Howard, AICP, Planning & Community Services Manager
DATE: September 3, 2024
SUBJECT: Amendments to Chapter 5 – Alcoholic and Malt Beverages

Introduction

Planning and FBO staff worked with the City Attorney to prepare updates to City Code Chapter 5, Alcoholic and Malt Beverages, to bring the ordinance into compliance with Iowa Code changes in terminology. Iowa Code no longer identifies separate permits for wine, beer, and liquor for on-site consumption. They are now all considered “retail alcohol licenses.”

In reviewing this Chapter, staff recommends several additional changes related to where licensed establishments are allowed and to the spacing requirements from residential zones.

Issues and Solutions

The current ordinance requires establishments that sell alcohol for on-site consumption to be located at least 150 feet from the boundary of any zoning district that is “more restrictive” than the zone in which the establishment is located, unless the establishment meets the definition of a “restaurant.” To qualify as a restaurant, the owner is required to submit to the City Clerk verified sales statements of the total dollar volume of food sales and total dollar volume of alcoholic beverages sales every six months to verify that at least 66.66 percent of sales are from food. This has proved to be a very cumbersome process for both the owner and for city staff and consequently compliance with this requirement has been inconsistent. In addition, it is not always easy to determine which zones are “more restrictive” than others, so this has largely been interpreted as 150-foot spacing from a residential zoning district.

To simplify this process, staff recommends eliminating the 150-foot spacing requirement for the licensed establishment, but maintain a 150-foot spacing requirement for outdoor service areas from residential areas, where the potential nuisance effects of late-night activity outdoors may be disturbing to residents in lower density residential neighborhoods nearby. Since there are restaurants that currently have outdoor service areas that may be located within 150 feet of a residential area, staff recommends including an exemption from the spacing requirement if the outdoor service area will be closed by 10:00 PM. Since most restaurants are not open beyond 10:00 PM, this will be easier for establishments to comply and for the City to enforce.

Staff also recommends simplifying the location standards by eliminating the long list of zoning districts where establishments are allowed and simply stating that a retail alcohol license is allowed if the use is allowed according to the zoning. For example, the restaurant that is located in Western Homes Communities is allowed according to the MU District Master Plan approved with the development, so a retail alcohol license would be allowed for this restaurant. This will eliminate the need for the special provision allowing an alcohol license for a retirement community. It will also eliminate the need for updating the ordinance every time a new zoning district is added or eliminated from the ordinance over time.

Another change proposed is to eliminate a potential conflict between fencing standards in this ordinance (required 5 to 8-foot solid fence around the outdoor service area) and fencing standards in the zoning ordinance, which allows front yard fences no taller than 4 feet in most cases. According to the ordinance, outdoor service areas are not allowed in the front yard (between the building and the public street). However, licensed establishments may request an exemption from this front yard prohibition. Staff recommends that when an exemption is granted to allow an outdoor service area in the front yard, that the fencing requirement also be adjusted to comply with the standards in the zoning code. For example, the outdoor service area at George's Restaurant downtown would not be as welcoming or attractive if it was surrounded by a 5 to 8-foot solid fence and such a fence would not comply with zoning standards. At the time the exemption was granted for George's, staff worked with the owner on fencing that would be more appropriate for an outdoor service area along Main Street. Making the suggested change to the ordinance will make it clear what is expected for outdoor service areas located along street frontages, which should be similar in character to sidewalk cafes.

Other changes to the ordinance are to bring terminology up to date and other minor corrections to the language.

Recommendation

Staff recommend approval of the proposed changes to Chapter 5, Alcoholic and Malt Beverages, as indicated in the attached, red-lined draft.

- CODE OF ORDINANCES
Chapter 5 - ALCOHOLIC AND MALT BEVERAGES
ARTICLE I. IN GENERAL

ARTICLE I. IN GENERAL

Sec. 5-1. Purpose.

Regulations for the sale of alcoholic beverages are preempted to the state by the Iowa Alcoholic Beverage Control Act (Iowa Code ch. 123). The purpose of this chapter is to provide for local regulations for the location of the premises of retail ~~alcohol wine or beer and liquor control~~ licensed establishments and governing activities or such matters ~~which that~~ may affect the health, welfare and morals of the community relating to the establishment of certain ~~retail~~ alcohol licenses. ~~and permits~~

(Code 2017, § 5-1)

Sec. 5-2. Penalty for violation of chapter.

Unless a specific penalty is provided for in this chapter, any person who violates any of the provisions of this chapter shall be subject to punishment as provided in section 1-8.

(Code 2017, § 5-3; Ord. No. 2362, § 3, 12-10-2001)

Sec. 5-3. Compliance with state law.

It shall be unlawful to sell, offer or keep for sale or possess alcoholic liquor, wine or beer except upon the terms, conditions, limitations and restrictions enumerated in the Alcoholic Beverage Control Act, Iowa Code ch. 123.

(Code 2017, § 5-4)

Sec. 5-4. Eligibility for license ~~or permit.~~

Upon meeting the requirements imposed by state law and the ordinances of the city, a person may apply for a ~~retail alcohol license~~ ~~liquor control license or a wine or beer permit.~~

(Code 2017, § 5-5)

Sec. 5-5. Conditions for issuance of license ~~or permit.~~

- (a) As a condition for issuance of a ~~retail alcohol~~ ~~liquor control~~ license ~~or wine or beer permit~~, the applicant must give consent to members of the fire operations division, police operations division, health department, building inspector, county sheriff, deputy sheriff, members of the department of public safety, representatives of the department of inspections and appeals, certified police officers and any official county health officer to enter upon areas of the premises where alcoholic beverages are stored, served or sold, without a warrant, during business hours of the licensee or permittee, to inspect for violations of the Alcoholic Beverage Control Act (Iowa Code ch. 123) or of this chapter.
- (b) No ~~retail alcohol~~ ~~liquor control~~ license shall be issued for premises which do not conform to all applicable laws, regulations, ordinances, resolutions and health and fire regulations. No licensee shall have or maintain

any interior access to residential or sleeping quarters unless permission is granted by the administrator of the Alcoholic Beverage Control Act, the permission to be in the form of a living quarters permit.

- (c) In addition to the statutory requirements for a ~~retail alcohol~~liquor control license ~~or wine or beer permit~~, the following requirements must also be met for the issuance of ~~such license~~a liquor control license ~~or wine or beer permit~~ that would allow consumption of alcoholic beverages on the premises:
- (1) The ~~premises~~place of business for which such ~~retail alcohol license~~liquor control license ~~or wine or beer permit~~ is sought must be in a zoning district in which the use is allowed, or is an allowed conditional use as approved by the Board of Adjustment. In the MU and RP districts, the premises for which such license is sought must be in a location where the land use is allowed according to the approved master plan. In a Character District, the premises for which such license is sought must be in a location where the land use is allowed according to the adopted regulating plan. ~~located within a commercial district (C-1, C-2, C-3, S-1, HWY-1, PC-2, PO-1, MPC, BR), industrial district (M-1, M-2, M-P), MU Mixed Use Residential District, or CD-DT Downtown Character District.~~
 - a. The zoning district requirements of subsection (c)(1) of this section shall not apply to any public agency.
 - ~~b. The zoning district requirement of subsection (c)(1) of this section shall not apply to a liquor control license or wine or beer permit issued to a private club as defined in Iowa Code § 123.3(11), provided that such club is owned by, ancillary to, and located on the premises of, a retirement community or retirement village.~~
 - be. The zoning district requirements of subsection (c)(1) of this section shall not apply to a retail alcohol license~~any liquor control license or wine or beer permit which that~~ is issued for any establishment located on city-owned property; ~~provided, however, that the city, as owner of the property, shall have consented to the granting of such license or permit.~~
 - (2) Additional requirements related to the location and operation of sidewalk cafes and outdoor service areas where alcoholic beverages are served and consumed are stated in section 19-94 and section 5-67, respectively. ~~The liquor control license or wine or beer permit must apply only to building areas, with the exception of country clubs or similar type operations.~~
 - ~~(3) Except for a restaurant, which is defined as any retail establishment where the principal business of which consists of the sale of food products for consumption on the premises, and where the volume of all food sales shall not be less than 66% percent of the dollar volume of sales made by the establishment, the licensed building is to be no closer, at the closest point, than 150 feet to the border of the zoning district adjacent to the district in which the licensed building is located, if the adjacent zoning district is more restrictive than those zoning districts set forth in subsection (c)(1) of this section.~~
 - ~~(4) For establishments that qualify as a restaurant as defined in subsection (c)(3) of this section, the liquor control licensee or wine or beer permittee shall furnish to the city clerk verified monthly statements of total dollar volume of food sales and total dollar volume of alcoholic beverage sales for six consecutive months. Thereafter, sales statements, as provided for in this section, shall be submitted for each consecutive six-month period until the liquor control license or wine or beer permit expires or has been revoked.~~

(Code 2017, § 5-6; Ord. No. 2256, § 1, 2-22-1999; Ord. No. 2397, § 1, 9-23-2002; Ord. No. 2749, § 1, 6-13-2011; Ord. No. 2830, § 1, 10-20-2014; Ord. No. 2994, § 10, 11-1-2021)

- CODE OF ORDINANCES
Chapter 5 - ALCOHOLIC AND MALT BEVERAGES
ARTICLE III. OUTDOOR SERVICE AREAS

ARTICLE III. OUTDOOR SERVICE AREAS

Sec. 5-63. Approval required.

Any ~~permittee or~~ licensee under article I of this chapter, or any applicant for a license ~~or permit~~ under article I of this chapter, desiring to operate an outdoor service area adjacent to and in conjunction with the licensed premises must obtain the approval of the city council and of the state alcoholic beverages division before commencing operation of such outdoor service area. An approved outdoor service area shall be considered part of the licensed premises that it adjoins.

(Code 2017, § 5-76)

Sec. 5-64. Application for approval; granting of approval.

- (a) An application for approval of an outdoor service area shall be made to the state alcoholic beverages division. Such application may accompany the initial application or any renewal application for a license ~~or permit~~ under article I of this chapter or may be submitted at any time in conjunction with an amended application for a license ~~or permit~~. An application for the approval of an outdoor service area shall include all information required to be submitted with applications for retail alcohol/beer permits and liquor licenses. The accompanying application materials shall be submitted to the city clerk at least 15 days prior to the date it is to be considered by the city council. An outdoor service area shall be subject to the same annual renewal requirements as are all retail alcohol/beer permits and liquor licenses. Approval by the city council of an outdoor service area shall be to the state alcoholic beverages division with regard to the diagram, dram shop insurance coverage and all other state and local requirements.
- (b) Upon submitting an application for approval of an outdoor service area, the applicant shall provide the name and address of the owner of each abutting property as well as every other property which is within 150 feet of the applicant's premises. The city will then notify these property owners by letter of the nature of the application and the date and time when it will appear on the agenda for approval by the city council, so that these property owners will have an opportunity to comment on the application if they wish.
- (c) Approval or disapproval of an application for approval of an outdoor service area shall be at the discretion of the city council. Such discretion shall be exercised with due regard to public health, safety and welfare considerations. If there is a change of ownership, the outdoor service area use shall be permitted to continue, provided that the usage is continuous and the area has not been altered.

(Code 2017, § 5-77)

Sec. 5-65. Suspension or revocation of approval.

- (a) The city may, after notice to the licensee ~~or permittee~~ and after a reasonable opportunity for hearing, suspend or revoke authorization for the operation of an outdoor service area for any establishment when the licensee ~~or permittee~~ has violated or has permitted or allowed the violation of any provision of the Iowa Code or this Code pertaining to the operation of an outdoor service area that constitutes a threat to public health, welfare or safety, or constitutes a nuisance.

- (b) The suspension or revocation procedure shall be initiated by the police chief by the filing of a complaint with the city council or state alcoholic beverages division. Written notice of the hearing, as well as a copy of the complaint, shall be served upon the licensee ~~or permittee~~ at least ten days prior to the date set for hearing. In the event of suspension or revocation, the city shall notify the state alcoholic beverages division pursuant to Iowa Code § 123.32.
- (c) Notwithstanding the provisions of subsections (a) and (b) of this section, the city council may order the immediate closure of an outdoor service area if it is determined that its continued operation presents a clear and imminent threat to public health, safety and welfare.
- (d) Suspension or revocation of authorization by the city for the operation of an outdoor service area shall not affect the licensing of the principal establishment, unless separate action to suspend or revoke that license ~~or permit~~ is also initiated.

(Code 2017, § 5-78)

Sec. 5-66. Inspection.

Outdoor service areas shall be subject to inspection at least annually at the same time inspection of the adjacent licensed establishment occurs. The city may, in its discretion, inspect an outdoor service area at any other time.

(Code 2017, § 5-79)

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

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

- (1) Outdoor service areas must be located on private property and may not encroach on any public right-of-way, except as provided for in section ~~19-9416-132~~ for use of public sidewalks for sidewalk cafes.
- (2) Outdoor service areas shall not be located in the front yard of any licensed premises. If an exemption is granted under section 5-68 allowing an outdoor service area in the front yard, fencing and screening may not exceed 4 feet in height, be no more than 50% solid, and meet any other requirements for fencing within the zoning district where the premises are located.
- (3) Outdoor service areas shall be screened on all sides from public view. Screening shall consist of a fence or other suitable barrier not less than five feet in height and not more than eight feet in height. It shall be of solid construction which will effectively prevent ingress or egress from the premises except by way of an emergency fire exit. Such fire exit shall be required of all outdoor service areas.
- (4) An outdoor service area shall not be accessible except from the licensed premises which it adjoins. The required fire exit shall be an emergency exit only.
- (5) An outdoor service area must be immediately adjacent to the licensed establishment of which it is a part.
- (6) Outdoor service areas shall be permitted only where the adjacent licensed premises is allowed as provided in those zones listed in section 5-56(c)(1), and shall be permitted only if the service area. The premises may request an exemption from this spacing requirement if the outdoor service area will not be open after 10:00 PM, meets or exceeds the requirements of section 5-6(c)(3).
- (7) Outdoor service areas shall be permitted only if the outdoor service area is located at least 150 feet from the nearest point of an R-1, R-2, or R-3 zoning district, designated residential area within an RP or MU district master plan, or neighborhood frontage area within a Character District. The licensee may

request an exemption under section 5-68 from this spacing requirement if the outdoor service area will not be open after 10:00 p.m.

- (87) Outdoor service areas shall comply with appropriate building, housing and fire codes and with all other applicable state and city laws.
- (98) Seating or other accommodations in an outdoor service area shall not exceed one person per 15 square feet of floor area accessible to the public.
- (109) Amplified sound equipment shall be prohibited in outdoor service areas. Compliance with the city noise ordinance shall be required.
- (11) Additional advertising or identification signage beyond that permitted for the main licensed establishment shall not be permitted.
- (12) The owner or operator of an outdoor service area shall be required to observe the same per square foot occupancy limits that apply to the building to which it ~~abuts~~ adjoins. The occupancy limit for each outdoor service area shall be determined by the city building official. If inclement weather requires early closing of the outdoor service area, the licensee or permittee shall not allow patrons of the outdoor service area to enter that portion of the licensed premises housed in the adjacent building if to do so would result in exceeding the occupancy limits therefor as determined by the city building official.

(Code 2017, § 5-80)

Sec. 5-68. Location and operation—Exemptions.

- ~~(a)~~ An applicant may, as a part of the application for an outdoor service area, request exemption from the requirements of section 5-67(2), (3), (4), (7) and ~~(109)~~. After review and comment by appropriate city staff, the city council may approve such exemptions if it determines that to do so would not jeopardize the health, welfare or safety of the users of the outdoor service area or the owners or users of abutting property. The burden of establishing entitlement to such exemption shall be upon the applicant, and cost of compliance alone shall not be sufficient grounds to justify exemption. Outdoor service areas in existence on the date of passage of the ordinance from which this article is derived are required to comply with all requirements for outdoor service areas stated in this articlesubsection (a) of this section, or to obtain exemption therefrom as provided in this section.
- ~~(b)~~ For the purpose of this article, an outdoor service area shall be considered a building area as provided for in section 5-6(c)(2).

(Code 2017, § 5-81)

Prepared by: Chris Sevy, Planner II, City of Cedar Falls. 220 Clay Street,
Cedar Falls, Iowa 50613 (319) 268-5184

ORDINANCE NO. _____

**AN ORDINANCE AMENDING ARTICLE I, IN GENERAL, AND
ARTICLE III, OUTDOOR SERVICE AREAS, WITHIN CHAPTER 5,
ALCOHOLIC AND MALT BEVERAGES, OF THE CODE OF
ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA.**

WHEREAS, amendments to Chapter 5, Alcoholic and Malt Beverages are necessary to update terms to be consistent with Iowa Code; and

WHEREAS, amendments will address administrative challenges that have been identified in the evaluation of requests for retail alcohol licenses and associated outdoor services areas related to the location of the premises and proximity to certain residential zones; and

WHEREAS, the Cedar Falls City Council has determined that said amendments to Chapter 5, Alcoholic and Malt Beverages, are in the best interests of the community.

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

Section 1: Sec. 5-1, Purpose, is hereby repealed in its entirety and the following Section 5-1, is enacted in lieu thereof:

Sec. 5-1. Purpose.

Regulations for the sale of alcoholic beverages are preempted to the state by the Iowa Alcoholic Beverage Control Act (Iowa Code ch. 123). The purpose of this chapter is to provide for local regulations for the location of the premises of retail alcohol licensed establishments and governing activities or such matters that may affect the health, welfare and morals of the community relating to the establishment of certain retail alcohol licenses.

Section 2: Sec. 5-4, Eligibility for license or permit, is hereby repealed in its entirety and the following Sec. 5-4, is enacted in lieu thereof:

Sec. 5-4. Eligibility for license.

Upon meeting the requirements imposed by state law and the ordinances of the city, a person may apply for a retail alcohol license.

Section 3: Sec. 5-5, Conditions for issuance of license or permit, is hereby repealed in its entirety and the following Sec. 5-5 is enacted in lieu thereof:

Sec. 5-5. Conditions for issuance of license.

- (a) As a condition for issuance of a retail alcohol license, the applicant must give consent to members of the fire operations division, police operations division, health department, building inspector, county sheriff, deputy sheriff, members of the department of public safety, representatives of the department of inspections and appeals, certified police officers and any official county health officer to enter upon areas of the premises where alcoholic beverages are stored, served or sold, without a warrant, during business hours of the licensee or permittee, to inspect for violations of the Alcoholic Beverage Control Act (Iowa Code ch. 123) or of this chapter.
- (b) No retail alcohol license shall be issued for premises which do not conform to all applicable laws, regulations, ordinances, resolutions and health and fire regulations. No licensee shall have or maintain any interior access to residential or sleeping quarters unless permission is granted by the administrator of the Alcoholic Beverage Control Act, the permission to be in the form of a living quarters permit.
- (c) In addition to the statutory requirements for a retail alcohol license, the following requirements must also be met for the issuance of such license that would allow consumption of alcoholic beverages on the premises:
 - (1) The premises for which such retail alcohol license is sought must be in a zoning district in which the use is allowed, or is an allowed conditional use as approved by the Board of Adjustment. In the MU and RP districts, the premises for which such license is sought must be in a location where the land use is allowed according to the approved master plan. In a Character District, the premises for which such license is sought must be in a location where the land use is allowed according to the adopted regulating plan.
 - a. The zoning district requirements of subsection (c)(1) of this section shall not apply to any public agency.
 - b. The zoning district requirements of subsection (c)(1) of this section shall not apply to a retail alcohol license that is issued for any establishment located on city-owned property; provided, however, that the city, as owner of the property, shall have consented to the granting of such license.
 - (2) Additional requirements related to the location and operation of sidewalk cafes and outdoor service areas where alcoholic beverages are served and consumed are stated in section 19-94 and section 5-67, respectively

Section 4: Sec. 5-63, Approval required, is hereby repealed in its entirety and the following Sec. 5-63, is enacted in lieu thereof:

Sec. 5-63. Approval required.

Any licensee under article I of this chapter, or any applicant for a license under article I of this chapter, desiring to operate an outdoor service area adjacent to and in conjunction with the licensed premises must obtain the approval of the city council and of the state alcoholic beverages division before commencing operation of such outdoor service area. An approved outdoor service area shall be considered part of the licensed premises that it adjoins.

Section 5: Sec. 5-64, Application for approval; granting of approval, repealed in its entirety and the following Sec. 5-64, is enacted in lieu thereof:

Sec. 5-64. Application for approval; granting of approval

- (a) An application for approval of an outdoor service area shall be made to the state alcoholic beverages division. Such application may accompany the initial application or any renewal application for a license under article I of this chapter or may be submitted at any time in conjunction with an amended application for a license. An application for the approval of an outdoor service area shall include all information required to be submitted with applications for retail alcohol licenses. The accompanying application materials shall be submitted to the city clerk at least 15 days prior to the date it is to be considered by the city council. An outdoor service area shall be subject to the same annual renewal requirements as are all retail alcohol licenses. Approval by the city council of an outdoor service area shall be to the state alcoholic beverages division with regard to the diagram, dram shop insurance coverage and all other state and local requirements.
- (b) Upon submitting an application for approval of an outdoor service area, the applicant shall provide the name and address of the owner of each abutting property as well as every other property which is within 150 feet of the applicant's premises. The city will then notify these property owners by letter of the nature of the application and the date and time when it will appear on the agenda for approval by the city council, so that these property owners will have an opportunity to comment on the application if they wish.
- (c) Approval or disapproval of an application for approval of an outdoor service area shall be at the discretion of the city council. Such discretion shall be exercised with due regard to public health, safety and welfare considerations. If there is a change of ownership, the outdoor service area use shall be permitted to continue, provided that the usage is continuous and the area has not been altered.

Section 6: Sec. 5-65, Suspension or revocation of approval, is hereby repealed in its entirety and the following Sec. 5-65, is enacted in lieu thereof:

Sec. 5-65. Suspension or revocation of approval

- (a) The city may, after notice to the licensee and after a reasonable opportunity for hearing, suspend or revoke authorization for the operation of an outdoor service area for any establishment when the licensee has violated or has permitted or allowed the violation of any provision of the Iowa Code or this Code pertaining to the operation of an outdoor service area that constitutes a threat to public health, welfare or safety, or constitutes a nuisance.
- (b) The suspension or revocation procedure shall be initiated by the police chief by the filing of a complaint with the city council or state alcoholic beverages division. Written notice of the hearing, as well as a copy of the complaint, shall be served upon the licensee at least ten days prior to the date set for hearing. In the event of suspension or revocation, the city shall notify the state alcoholic beverages division pursuant to Iowa Code § 123.32.
- (c) Notwithstanding the provisions of subsections (a) and (b) of this section, the city council may order the immediate closure of an outdoor service area if it is determined that its continued operation presents a clear and imminent threat to public health, safety and welfare.

- (d) Suspension or revocation of authorization by the city for the operation of an outdoor service area shall not affect the licensing of the principal establishment, unless separate action to suspend or revoke that license is also initiated.

Section 7: Sec. 5-67, Location and operation—Generally, is hereby repealed in its entirety and the following Sec. 5-67, is enacted in lieu thereof:

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

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

- (1) Outdoor service areas must be located on private property and may not encroach on any public right-of-way, except as provided for in section 19-94 for use of public sidewalks for sidewalk cafes.
- (2) Outdoor service areas shall not be located in the front yard of any licensed premises. If an exemption is granted under section 5-68 allowing an outdoor service area in the front yard, fencing and screening may not exceed 4 feet in height, be no more than 50% solid, and meet any other requirements for fencing within the zoning district where the premises are located.
- (3) Outdoor service areas shall be screened on all sides from public view. Screening shall consist of a fence or other suitable barrier not less than five feet in height and not more than eight feet in height. It shall be of solid construction which will effectively prevent ingress or egress from the premises except by way of an emergency fire exit. Such fire exit shall be required of all outdoor service areas.
- (4) An outdoor service area shall not be accessible except from the licensed premises which it adjoins. The required fire exit shall be an emergency exit only.
- (5) An outdoor service area must be immediately adjacent to the licensed establishment of which it is a part.
- (6) Outdoor service areas shall be permitted only where the adjacent licensed premises is allowed as provided in section 5-5(c)(1).
- (7) Outdoor service areas shall be permitted only if the outdoor service area is located at least 150 feet from the nearest point of an R-1, R-2, or R-3 zoning district, designated residential area within an RP or MU district master plan, or neighborhood frontage area within a Character District. The licensee may request an exemption under section 5-68 from this spacing requirement if the outdoor service area will not be open after 10:00 p.m.
- (8) Outdoor service areas shall comply with appropriate building, housing and fire codes and with all other applicable state and city laws.
- (9) Seating or other accommodations in an outdoor service area shall not exceed one person per 15 square feet of floor area accessible to the public.
- (10) Amplified sound equipment shall be prohibited in outdoor service areas. Compliance with the city noise ordinance shall be required.

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

Section 8: Sec. 5-68, Location and operation—Exemptions, is hereby repealed in its entirety and the following Sec. 5-68 is enacted in lieu thereof:

Sec. 5-68. Location and operation—Exemptions.

An applicant may, as a part of the application for an outdoor service area, request exemption from the requirements of section 5-67(2), (3), (4), (7) and (10). After review and comment by appropriate city staff, the city council may approve such exemption if it determines that to do so would not jeopardize the health, welfare or safety of the users of the outdoor service area or the owners or users of abutting property. The burden of establishing entitlement to such exemption shall be upon the applicant, and cost of compliance alone shall not be sufficient grounds to justify exemption. Outdoor service areas in existence on the date of passage of the ordinance from which this article is derived are required to comply with all requirements for outdoor service areas stated in this article, or to obtain exemption therefrom as provided in this section.

INTRODUCED: _____
 PASSED 1ST CONSIDERATION: _____
 PASSED 2ND CONSIDERATION: _____
 PASSED 3RD CONSIDERATION: _____
 ADOPTED: _____

 Daniel Laudick, Mayor

ATTEST:

 Kim Kerr, CMC, City Clerk



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

CITY OF CEDAR FALLS, IOWA
 220 CLAY STREET
 CEDAR FALLS, IOWA 50613
 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: August 19, 2024
SUBJECT: Human Rights Commission Ordinance

During the August 12, 2024, regular Human Rights Commission (HRC) meeting, commissioners unanimously supported a proposed ordinance revision to shift from an 11-member to a 9-member commission. The current commission is at 7 of 11 members. If approved, quorum would be set at 5 commissioners instead of the current 6. The above revision could aid in setting practicable expectations for recruitment, retention, and collaboration of the commission.

Moving to a 9-member commission would also be more closely aligned with other major Iowa cities: West Des Moines (7); Des Moines (7); Cedar Rapids (9); Davenport (7); Ames (7); and Dubuque (9).

Also included in the proposed ordinance revision is removal of the stipulation of having “vacancies filled within 60 days” for the remainder of an unexpired term. There is currently no repercussions for not filling a vacancy within that timeframe and eliminating this piece will allow the time necessary for the HRC to find the best qualified candidates.

Thank you for your consideration. Please reach out with any questions.

ORDINANCE NO. _____

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AN ORDINANCE AMENDING SECTION 12-2, HUMAN RIGHTS COMMISSION; MEMBERSHIP; APPOINTMENT OF MEMBERS; TERM OF OFFICE; AND QUALIFICATIONS, OF ARTICLE I, HUMAN RIGHTS COMMISSION, OF CHAPTER 12, HUMAN RELATIONS, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, TO REDUCE THE NUMBER OF COMMISSIONERS FROM ELEVEN TO NINE.

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

Section 12-2, Human Rights Commission; Membership; Appointment of Members; Term of Office; and Qualifications, of Article I, Human Rights Commission, of Chapter 12, Human Relations, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 12-2, of the same title, is enacted in lieu thereof, as follows:

Sec. 12-2. Human Rights Commission; membership; appointment of members; term of office; and qualifications.

- (a) The city human rights commission shall consist of ~~nine~~ nine members, appointed by the mayor with the advice and consent of the city council. Appointees subsequent to the initial appointees shall serve for a term of three years, and thereafter until a successor has been appointed. Vacancies shall be filled within 60 days for the remainder of an unexpired term. Appointments shall take into consideration the various racial, religious, economic, cultural, sex, sexual orientation, gender identity, age, physical disability and social groups in the city.
- (b) In so far as reasonably practicable, appointees for membership on the commission shall be residents of the city, or, if that is not reasonably practicable, shall have a place of employment in the city. Appointees who are neither residents of the city nor who have a place of employment in the city may be eligible for appointment to the commission upon a finding of the unavailability of qualified applicants, as determined by the mayor. Any person who is a member of the commission on the date of adoption of the ordinance from which this article is derived who does not meet the qualifications for membership set forth herein shall continue to be eligible to serve as a member of the commission until both the expiration of his current term and the member's non-reappointment by the mayor to an additional term.

(Ord. No. 2977, § 1, 1-4-2021; Ord. No. 3005, § 1, 2-21-2022)

INTRODUCED: _____

PASSED 1ST CONSIDERATION: _____

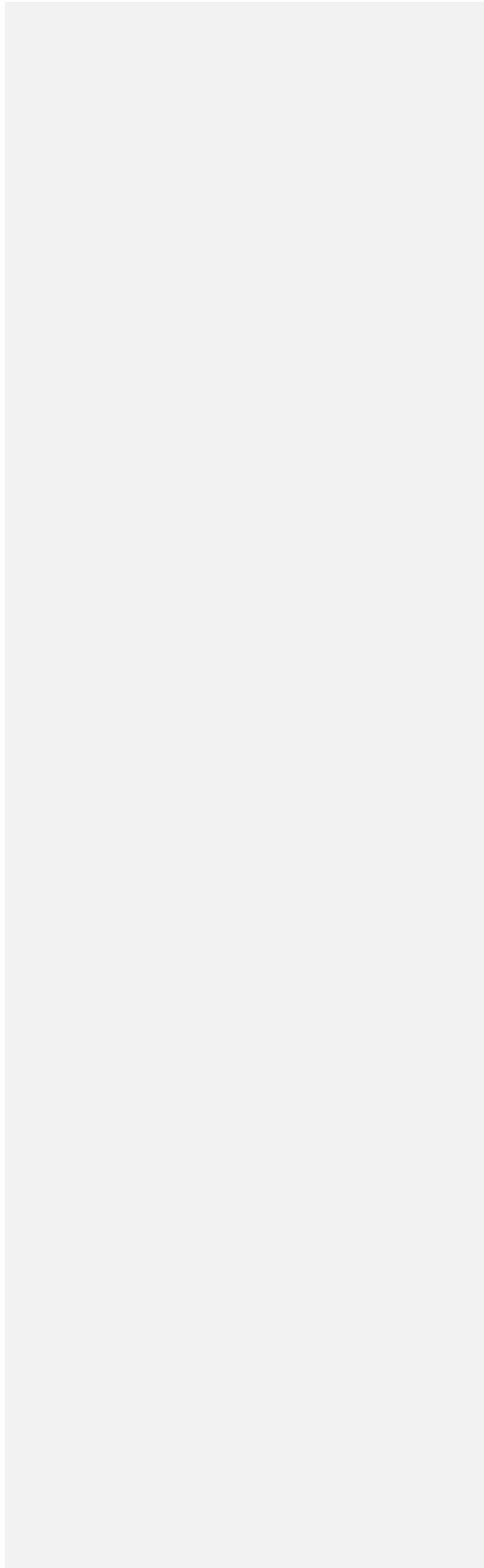
PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

Attest: _____
Kim Kerr, CMC, City Clerk



ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 12-2, HUMAN RIGHTS COMMISSION; MEMBERSHIP; APPOINTMENT OF MEMBERS; TERM OF OFFICE; AND QUALIFICATIONS, OF ARTICLE I, HUMAN RIGHTS COMMISSION, OF CHAPTER 12, HUMAN RELATIONS, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, TO REDUCE THE NUMBER OF COMMISSIONERS FROM ELEVEN TO NINE.

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

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Sec. 12-2. Human Rights Commission; membership; appointment of members; term of office; and qualifications.

- (a) The city human rights commission shall consist of nine members, appointed by the mayor with the advice and consent of the city council. Appointees subsequent to the initial appointees shall serve for a term of three years, and thereafter until a successor has been appointed. Vacancies shall be filled for the remainder of an unexpired term. Appointments shall take into consideration the various racial, religious, economic, cultural, sex, sexual orientation, gender identity, age, physical disability and social groups in the city.
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(Ord. No. 2977, § 1, 1-4-2021; Ord. No. 3005, § 1, 2-21-2022)

INTRODUCED: _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

Attest:

Kim Kerr, CMC, City Clerk

DAILY INVOICES FOR 09/03/24 COUNCIL MEETING

Item 25.

PREPARED 08/27/2024, 9:55:43
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 1
 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT	
FUND 101 GENERAL FUND											
101-1038-441.81-09 PROFESSIONAL SERVICES / HUMAN RIGHTS COMMISSION											
286		02/25 AP		08/13/24	0400468	SEYMOUR, MADDIE	128.96			08/19/24	
		RMB:PROMO BRACELETS									
286		02/25 AP		08/13/24	0400463	JAMES STROTZ	100.00			08/19/24	
		BAND FOR CV PRIDE FEST									
286		02/25 AP		07/17/24	0400468	SEYMOUR, MADDIE	50.00			08/19/24	
		RMB:PRIDE FEST REGISTRAT.									
		ACCOUNT TOTAL						278.96	.00	278.96	
101-1060-423.89-26 MISCELLANEOUS SERVICES / NON-PRINT RESOURCES											
300		02/25 AP		07/31/24	0400474	EBSCO INFORMATION SERVICES	5,323.00			08/21/24	
		EBSCO DATABASE PKG'24 08/01/24-07/31/25									
300		02/25 AP		07/30/24	0400474	EBSCO INFORMATION SERVICES	6,241.00			08/21/24	
		NVL PLUS & CRO'24 07/01/24-06/30/25									
		ACCOUNT TOTAL						11,564.00	.00	11,564.00	
101-1060-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM											
300		02/25 AP		07/23/24	0400475	FRIEDRICH, MARY	60.00			08/21/24	
		FOTL:CO-LAB 7/18 SEW YOUR OWN COVERS									
300		02/25 AP		07/23/24	0400478	WOSCHECK SCHMIDT, AMY	200.00			08/21/24	
		FOTL:ADULT SPEAKING FEE									
		ACCOUNT TOTAL						260.00	.00	260.00	
101-1060-423.89-34 MISCELLANEOUS SERVICES / ENDOWMENT SUPPORTED PROG.											
300		02/25 AP		08/02/24	0400471	BLACKHAWK HOTEL	183.68			08/21/24	
		BERG 2 RMB MIDWEST FRENCH CREOLE-AUTHOR STAY									
300		02/25 AP		07/13/24	0400480	YELLOW TABLE FARM	40.00			08/21/24	
		BERG 2 RMB SLP'24-VEGGIES									
		ACCOUNT TOTAL						223.68	.00	223.68	
101-1199-441.89-13 MISCELLANEOUS SERVICES / CONTINGENCY											
315		02/25 AP		08/05/24	0400483	CEDAR FALLS UTILITIES	166.36			08/23/24	
		UTILITIES THRU 08/05/24									
		ACCOUNT TOTAL						166.36	.00	166.36	
101-1199-441.89-14 MISCELLANEOUS SERVICES / REFUNDS											
300		02/25 AP		08/12/24	0400477	STANDARD DISTRIBUTION CO.	52.50			08/21/24	
		REFUND-STANDARD DISTRIB. OVERPAID INV.#41494									
252		02/25 AP		08/08/24	0400456	MARCUS MIDWEST LLC	253.13			08/13/24	
		REFUND LOCAL PORTION LIC. COLLEGE SQUARE CINEMA									

PREPARED 08/27/2024, 9:55:43
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 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 2
 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	---TRANSACTION--- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT	
FUND 101 GENERAL FUND											
101-1199-441.89-14 MISCELLANEOUS SERVICES / REFUNDS							continued				
ACCOUNT TOTAL							305.63	.00	305.63		
101-2253-423.85-01 UTILITIES / UTILITIES											
315		02/25 AP		08/05/24	0400483	CEDAR FALLS UTILITIES	6,394.34			08/23/24	
UTILITIES THRU 08/05/24											
ACCOUNT TOTAL							6,394.34	.00	6,394.34		
101-2253-423.85-05 UTILITIES / THE FALLS POOL UTILITIES											
315		02/25 AP		08/05/24	0400483	CEDAR FALLS UTILITIES	19,617.51			08/23/24	
UTILITIES THRU 08/05/24											
ACCOUNT TOTAL							19,617.51	.00	19,617.51		
101-2253-423.89-14 MISCELLANEOUS SERVICES / REFUNDS											
300		02/25 AP		08/12/24	0400473	DONNA DELAGARDELLE	82.50			08/21/24	
REFUND-POOL PASSES											
ACCOUNT TOTAL							82.50	.00	82.50		
101-2280-423.85-01 UTILITIES / UTILITIES											
315		02/25 AP		08/05/24	0400483	CEDAR FALLS UTILITIES	742.10			08/23/24	
UTILITIES THRU 08/05/24											
ACCOUNT TOTAL							742.10	.00	742.10		
101-2280-423.89-14 MISCELLANEOUS SERVICES / REFUNDS											
315		02/25 AP		08/21/24	0400485	JESSICA YAUK	250.00			08/23/24	
REFUND-SECURITY DEPOSIT											
ACCOUNT TOTAL							250.00	.00	250.00		
101-4511-414.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)											
252		02/25 AP		08/08/24	0400459	RICHTER, KYE	790.93			08/13/24	
RMB:TRVL.-TACT.EMS TRNG. DULUTH, MN											
ACCOUNT TOTAL							790.93	.00	790.93		
101-4511-414.85-01 UTILITIES / UTILITIES											
315		02/25 AP		08/05/24	0400483	CEDAR FALLS UTILITIES	1,063.94			08/23/24	
UTILITIES THRU 08/05/24											

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PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 3
ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION NUMBER	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND									
101-4511-414.85-01 UTILITIES / UTILITIES continued									
ACCOUNT TOTAL						1,063.94	.00	1,063.94	
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
315		02/25	AP	08/05/24	0400483 CEDAR FALLS UTILITIES UTILITIES THRU 08/05/24	169.91		08/23/24	
ACCOUNT TOTAL						169.91	.00	169.91	
101-5521-415.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT									
286		02/25	AP	08/12/24	0400462 FEY, THOMAS RMB:OPT.EQUIP.-RIFLE CSE. SCHEELS	96.29		08/19/24	
ACCOUNT TOTAL						96.29	.00	96.29	
101-5521-415.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES									
252		02/25	AP	06/17/24	0400454 HAWKEYE POLYGRAPH PSO HUEBNER-POLYGRAPH RE-ISSUE CK#146764	350.00		08/13/24	
ACCOUNT TOTAL						350.00	.00	350.00	
101-5521-415.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)									
252		02/25	AP	08/09/24	0400452 FEY, THOMAS RMB:MEAL-FIREARMS TRNG. ELK RUN HEIGHTS	15.07		08/13/24	
252		02/25	AP	08/09/24	0400460 SCHWAN, KENDALL RMB:MEAL-FIREARMS TRNG. ELK RUN HEIGHTS	14.68		08/13/24	
252		02/25	AP	08/06/24	0400460 SCHWAN, KENDALL RMB:MEALS-RED DOT SCHOOL ANDOVER, MN	70.57		08/13/24	
252		02/25	AP	08/06/24	0400455 KRAMER, JOHN RMB:MEALS-RED DOT SCHOOL ANDOVER, MN	46.48		08/13/24	
300		02/25	AP	08/06/24	0400469 BALTES, THOMAS RMB:TRAVEL-RED DOT SCHOOL ANDOVER, MN	99.43		08/21/24	
ACCOUNT TOTAL						246.23	.00	246.23	
101-5521-415.83-08 TRANSPORTATION&EDUCATION / ACADEMY									
300		02/25	AP	08/12/24	0400476 JACOBSON, JORDON RMB:MEALS-HAWKEYE ACADEMY PER DIEM	225.00		08/21/24	
300		02/25	AP	08/12/24	0400472 CORDOVA, ELIAN RMB:MEALS-HAWKEYE ACADEMY PER DIEM	225.00		08/21/24	
300		02/25	AP	08/12/24	0400479 YAKLICH, AIDEN RMB:MEALS-HAWKEYE ACADEMY PER DIEM	225.00		08/21/24	
ACCOUNT TOTAL						675.00	.00	675.00	

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ACCOUNT ACTIVITY LISTING

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-5521-415.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE										
286		02/25 AP		08/14/24	0400465	MOORE,STEPHANIE AMAZON.COM	67.74			08/19/24
286		02/25 AP		08/09/24	0400466	MOUTREY-BRADLEY, JESSICA GALLS	197.67			08/19/24
286		02/25 AP		08/02/24	0400467	SCHWAN, KENDALL THE MENS WEARHOUSE, INC.	249.99			08/19/24
252		02/25 AP		08/01/24	0400457	MCNAMARA, SHEA WALMART	19.24			08/13/24
252		02/25 AP		07/29/24	0400447	BELZ, MATTHEW KOHL'S	112.32			08/13/24
252		02/25 AP		07/29/24	0400447	BELZ, MATTHEW TJ MAXX	8.56			08/13/24
						ACCOUNT TOTAL	655.52	.00	655.52	
101-5521-415.89-43 MISCELLANEOUS SERVICES / BUY MONEY										
252		02/25 AP		08/07/24	0400458	PETTY CASH BUY MONEY	2,300.00			08/13/24
						ACCOUNT TOTAL	2,300.00	.00	2,300.00	
101-6613-433.85-01 UTILITIES / UTILITIES										
315		02/25 AP		08/05/24	0400483	CEDAR FALLS UTILITIES UTILITIES THRU 08/05/24	256.08			08/23/24
						ACCOUNT TOTAL	256.08	.00	256.08	
101-6616-446.85-01 UTILITIES / UTILITIES										
315		02/25 AP		08/05/24	0400483	CEDAR FALLS UTILITIES UTILITIES THRU 08/05/24	4,477.38			08/23/24
						ACCOUNT TOTAL	4,477.38	.00	4,477.38	
101-6623-423.85-01 UTILITIES / UTILITIES										
315		02/25 AP		08/05/24	0400483	CEDAR FALLS UTILITIES UTILITIES THRU 08/05/24	550.33			08/23/24
						ACCOUNT TOTAL	550.33	.00	550.33	
101-6625-432.81-44 PROFESSIONAL SERVICES / USGS RIVER GAUGE										
252		02/25 AP		08/01/24	0400449	CENTURYLINK CEDAR RIVER GAUGE-JUL'24	70.61			08/13/24
						ACCOUNT TOTAL	70.61	.00	70.61	

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 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

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 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	-----TRANSACTION----- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-6633-423.85-01						UTILITIES / UTILITIES			
315		02/25 AP		08/05/24	0400483	CEDAR FALLS UTILITIES	2,348.49		08/23/24
						UTILITIES THRU 08/05/24			
						ACCOUNT TOTAL	2,348.49	.00	2,348.49
						FUND TOTAL	53,935.79	.00	53,935.79
FUND 203 TAX INCREMENT FINANCING									
203-0000-487.50-05						TRANSFERS OUT / TRANSFERS - TIF			
252		02/25 AP		08/12/24	0400451	DEBT SERVICE	4,447.09		08/13/24
						PROPERTY TAX PAYMENT			
252		02/25 AP		08/12/24	0400448	CAPITAL PROJECTS FUND	19.14		08/13/24
						PROPERTY TAX PAYMENT			
252		02/25 AP		08/12/24	0400448	CAPITAL PROJECTS FUND	414.23		08/13/24
						PROPERTY TAX PAYMENT			
						ACCOUNT TOTAL	4,880.46	.00	4,880.46
						FUND TOTAL	4,880.46	.00	4,880.46
FUND 206 STREET CONSTRUCTION FUND									
206-6637-436.72-56						OPERATING SUPPLIES / FLOOD CONTROL			
315		02/25 AP		08/05/24	0400483	CEDAR FALLS UTILITIES	134.53		08/23/24
						UTILITIES THRU 08/05/24			
						ACCOUNT TOTAL	134.53	.00	134.53
206-6637-436.85-01						UTILITIES / UTILITIES			
315		02/25 AP		08/05/24	0400483	CEDAR FALLS UTILITIES	272.74		08/23/24
						UTILITIES THRU 08/05/24			
						ACCOUNT TOTAL	272.74	.00	272.74
206-6647-436.85-01						UTILITIES / UTILITIES			
315		02/25 AP		08/05/24	0400483	CEDAR FALLS UTILITIES	1,130.29		08/23/24
						UTILITIES THRU 08/05/24			
						ACCOUNT TOTAL	1,130.29	.00	1,130.29
						FUND TOTAL	1,537.56	.00	1,537.56

PREPARED 08/27/2024, 9:55:43
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 6
 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION NUMBER	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 215 HOSPITAL FUND									
FUND 216 POLICE BLOCK GRANT FUND									
FUND 217 SECTION 8 HOUSING FUND									
FUND 223 COMMUNITY BLOCK GRANT									
FUND 224 TRUST & AGENCY									
FUND 242 STREET REPAIR FUND									
242-1240-431		92-25			STRUCTURE IMPROV & BLDGS / CEDAR HEIGHTS AREA RECON				
300		02/25 AP		08/16/24	0400470 BLACK HAWK CO.RECORDER	32.00			08/21/24
					3271-N.CEDAR HGTS.-CORR. TEMP.EASE.-ANDERSON				
PROJECT#:		023271							
300		02/25 AP		08/16/24	0400470 BLACK HAWK CO.RECORDER	7.00			08/21/24
					3271-N.CEDAR HEIGHTS PH1A RESOLUTION #23,674				
PROJECT#:		023271							
315		02/25 AP		08/16/24	0400482 BLACK HAWK CO.RECORDER	22.00			08/23/24
					3271-N.CEDAR HEIGHTS PHII JACKSON SUBORDINAT.AGRMT.				
PROJECT#:		023271							
252		02/25 AP		08/12/24	0400446 ANDREW ANDERSON	125.00			08/13/24
					3271-PARCEL#107-N.CDR.HGT RECON.PH.I-TEMP.EASEMENT				
PROJECT#:		023271							
					ACCOUNT TOTAL	186.00	.00	186.00	
					FUND TOTAL	186.00	.00	186.00	
FUND 254 CABLE TV FUND									
FUND 258 PARKING FUND									
258-5531-435		86-01			REPAIR & MAINTENANCE / REPAIR & MAINTENANCE				
315		02/25 AP		08/05/24	0400483 CEDAR FALLS UTILITIES	16.80			08/23/24
					UTILITIES THRU 08/05/24				
					ACCOUNT TOTAL	16.80	.00	16.80	
					FUND TOTAL	16.80	.00	16.80	
FUND 261 TOURISM & VISITORS									
FUND 262 SENIOR SERVICES & COMM CT									
262-1092-423		85-01			UTILITIES / UTILITIES				
315		02/25 AP		08/05/24	0400483 CEDAR FALLS UTILITIES	127.40			08/23/24
					UTILITIES THRU 08/05/24				
					ACCOUNT TOTAL	127.40	.00	127.40	
262-1092-423		87-01			RENTALS / RENTALS				
252		02/25 AP		07/24/24	0400450 DAN SEEKS	250.00			08/13/24
					REFUND-SECURITY DEPOSIT				
					ACCOUNT TOTAL	250.00	.00	250.00	

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FUND 262						SENIOR SERVICES & COMM CT				
						FUND TOTAL	377.40	.00	377.40	
FUND 291						POLICE FORFEITURE FUND				
FUND 292						POLICE RETIREMENT FUND				
FUND 293						FIRE RETIREMENT FUND				
FUND 294						LIBRARY RESERVE				
FUND 295						SOFTBALL PLAYER CAPITAL				
FUND 296						GOLF CAPITAL				
FUND 297						REC FACILITIES CAPITAL				
FUND 298						HEARST CAPITAL				
FUND 311						DEBT SERVICE FUND				
FUND 402						WASHINGTON PARK FUND				
FUND 404						FEMA				
FUND 405						FLOOD RESERVE FUND				
FUND 407						VISION IOWA PROJECT				
FUND 408						STREET IMPROVEMENT FUND				
FUND 410						CORONAVIRUS LOCAL RELIEF				
FUND 430						TIF BOND				
430-1220-431.97-96						TIF BOND PROJECTS / PRAIRIE PRKWY & VIKING RD				
315				02/25	AP 08/16/24 0400482	BLACK HAWK CO.RECORDER	22.00			08/23/24
					3308-PR.PKWY/VIK.-PCL#6	WARRANTY DEED-DEERE & CO.				
					PROJECT#: 023308					
315				02/25	AP 08/16/24 0400482	BLACK HAWK CO.RECORDER	5.00			08/23/24
					3308-PR.PKWY/VIK.-PCL#6	DEED FEE-DEERE & CO.				
					PROJECT#: 023308					
						ACCOUNT TOTAL	27.00	.00	27.00	
						FUND TOTAL	27.00	.00	27.00	
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				
443-1220-431.94-33						CAPITAL PROJECTS / PROPERTY ACQUISITION				
315				02/25	AP 08/05/24 0400483	CEDAR FALLS UTILITIES	135.94			08/23/24
						UTILITIES THRU 08/05/24				
						ACCOUNT TOTAL	135.94	.00	135.94	

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FUND 443 CAPITAL PROJECTS								
FUND TOTAL						135.94	.00	135.94
FUND 472 PARKADE RENOVATION								
FUND 473 SIDEWALK ASSESSMENT								
FUND 483 ECONOMIC DEVELOPMENT								
FUND 484 ECONOMIC DEVELOPMENT LAND								
FUND 541 2018 STORM WATER BONDS								
FUND 544 2008 SEWER BONDS								
FUND 545 2018 SEWER BONDS								
FUND 546 SEWER IMPROVEMENT FUND								
FUND 547 SEWER RESERVE FUND								
FUND 548 1997 SEWER BOND FUND								
FUND 549 1992 SEWER BOND FUND								
FUND 550 2000 SEWER BOND FUND								
FUND 551 REFUSE FUND								
551-6685-436.85-01 UTILITIES / UTILITIES								
315		02/25 AP		08/05/24	0400483 CEDAR FALLS UTILITIES	1,180.54		08/23/24
					UTILITIES THRU 08/05/24			
ACCOUNT TOTAL						1,180.54	.00	1,180.54
551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN								
315		02/25 AP		08/15/24	0400481 BLACK HAWK CO.LANDFILL	22,214.66		08/23/24
					LANDFILL SRV:8/1-8/15/24			
286		02/25 AP		07/31/24	0400461 BLACK HAWK CO.LANDFILL	47,825.98		08/19/24
					LANDFILL SRV:7/1-7/31/24			
ACCOUNT TOTAL						70,040.64	.00	70,040.64
FUND TOTAL						71,221.18	.00	71,221.18
FUND 552 SEWER RENTAL FUND								
552-6665-436.85-01 UTILITIES / UTILITIES								
315		02/25 AP		08/05/24	0400483 CEDAR FALLS UTILITIES	7,961.73		08/23/24
					UTILITIES THRU 08/05/24			
315		02/25 AP		08/05/24	0400483 CEDAR FALLS UTILITIES	14,112.01		08/23/24
					UTILITIES THRU 08/05/24			
ACCOUNT TOTAL						22,073.74	.00	22,073.74
552-6665-436.86-33 REPAIR & MAINTENANCE / SLUDGE REMOVAL								
286		02/25 AP		07/31/24	0400461 BLACK HAWK CO.LANDFILL	285.95		08/19/24
					LANDFILL SRV:7/1-7/31/24			
ACCOUNT TOTAL						285.95	.00	285.95

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FUND 552 SEWER RENTAL FUND									
						FUND TOTAL	22,359.69	.00	22,359.69
FUND 553 2004 SEWER BOND									
FUND 555 STORM WATER UTILITY									
						555-6630-432.85-01 UTILITIES / UTILITIES			
	315			02/25 AP 08/05/24	0400483	CEDAR FALLS UTILITIES	49.96		08/23/24
						UTILITIES THRU 08/05/24			
						ACCOUNT TOTAL	49.96	.00	49.96
						FUND TOTAL	49.96	.00	49.96
FUND 570 SEWER ASSESSMENT									
FUND 606 DATA PROCESSING FUND									
						606-1078-441.81-43 PROFESSIONAL SERVICES / LIBRARY COMPUTER SERVICES			
	315			02/25 AP 08/10/24	0400484	CEDAR FALLS UTILITIES	10.00		08/23/24
						LIBRARY DOMAIN NAME			STATIC IP ADDRESS
						ACCOUNT TOTAL	10.00	.00	10.00
						FUND TOTAL	10.00	.00	10.00
						606-1078-441.82-30 COMMUNICATION / FIBER OPTICS			
	315			02/25 AP 08/10/24	0400484	CEDAR FALLS UTILITIES	3,257.50		08/23/24
						FIBER POINT:7/11-8/10/24			
						ACCOUNT TOTAL	3,257.50	.00	3,257.50
						FUND TOTAL	3,267.50	.00	3,267.50
FUND 680 HEALTH INSURANCE FUND									
FUND 681 HEALTH SEVERANCE									
						681-1902-457.51-10 INSURANCE / HEALTH SEVERANCE PAYMENTS			
	286			02/25 AP 08/13/24	0400464	JEHLE, STEVEN	1,048.20		08/19/24
						RMB:JAN-JUN'24 HEALTH SEV			MEDICARE
	286			02/25 AP 08/13/24	0400464	JEHLE, STEVEN	997.62		08/19/24
						RMB:JAN-JUN'24 HEALTH SEV			MEDICARE SUPPLEMENT
	286			02/25 AP 08/13/24	0400464	JEHLE, STEVEN	83.50		08/19/24
						RMB:JAN-JUN'24 HEALTH SEV			PRESCRIPTION
						ACCOUNT TOTAL	2,129.32	.00	2,129.32
						FUND TOTAL	2,129.32	.00	2,129.32

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GROUP	PO	ACCTG	----TRANSACTION----		DESCRIPTION	DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE
								POST DT
FUND 682								
FUND 685								
FUND 686								
FUND 687								
FUND 688								
FUND 689								
FUND 724								
724-0000-487.50-01					TRANSFERS OUT / TRANSFERS TO GENERAL FUND			
252		02/25	AP	08/12/24	0400453 GENERAL FUND	7,690.51		08/13/24
					PROPERTY TAX PAYMENT			
					ACCOUNT TOTAL	7,690.51	.00	7,690.51
					FUND TOTAL	7,690.51	.00	7,690.51
FUND 727					GREENWOOD CEMETERY P-CARE			
FUND 728					FAIRVIEW CEMETERY P-CARE			
FUND 729					HILLSIDE CEMETERY P-CARE			
FUND 790					FLOOD LEVY			
					GRAND TOTAL	167,815.11	.00	167,815.11

COUNCIL INVOICES FOR 09/03/24 MEETING

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GROUP	PO	ACCTG	----TRANSACTION----	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
NBR	NBR	PER.	CD	DATE	NUMBER		POST DT
FUND 101 GENERAL FUND							
101-1008-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES							
302		03/25 AP		07/31/24	0000000	1.52	08/27/24
				OFFICE EXPRESS OFFICE PRODUCT			
				COPY PAPER			
302		03/25 AP		07/31/24	0000000	.77	08/27/24
				OFFICE EXPRESS OFFICE PRODUCT			
				POST-ITS, BATTERIES			
				ACCOUNT TOTAL		2.29	2.29
101-1038-441.81-99 PROFESSIONAL SERVICES / CIVIL SERVICE COMMISSION							
303		03/25 AP		08/12/24	0000000	550.00	08/27/24
				CARLSON DETTMANN CONSULTING L			
				ADMIN ASST & ACCOUNTANT			
				CIVIL SERVICE REVIEWS			
				ACCOUNT TOTAL		550.00	550.00
101-1048-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES							
303		03/25 AP		08/07/24	0000000	38.10	08/27/24
				FEDERAL EXPRESS			
				SHIP TO CIVIL RTS COMM.			
				ACCOUNT TOTAL		38.10	38.10
101-1048-441.81-29 PROFESSIONAL SERVICES / LEGAL CONSULTANTS							
303		03/25 AP		09/01/24	0000000	2,600.00	08/27/24
				SWISHER & COHRT, P.L.C.			
				LEGAL SERVICES-SEPT'24			
303		03/25 AP		09/01/24	0000000	3,900.00	08/27/24
				AHLERS AND COONEY, P.C.			
				LEGAL SERVICES-SEPT'24			
303		03/25 AP		08/13/24	0000000	209.00	08/27/24
				SWISHER & COHRT, P.L.C.			
				LGL:MISCELLANEOUS MATTERS			
				07/10/24-07/30/24			
				ACCOUNT TOTAL		6,709.00	6,709.00
101-1048-441.81-30 PROFESSIONAL SERVICES / LEGAL-CODE ENFORCEMENT							
303		03/25 AP		09/01/24	0000000	1,000.00	08/27/24
				SWISHER & COHRT, P.L.C.			
				LEGAL SERVICES-SEPT'24			
				ACCOUNT TOTAL		1,000.00	1,000.00
101-1199-411.32-64 COMM PROTECTION GRANTS / FIRE EQUIPMENT GRANT							
309		03/25 AP		08/23/24	0000000	4,121.95	08/27/24
				SHIRT SHACK INC., THE			
				BEYOND PINK SHIRTS 2024			
				QTY-305 SHIRTS/SWEATSHRTS			
				ACCOUNT TOTAL		4,121.95	4,121.95
101-1199-421.31-10 HUMAN DEVELOPMENT GRANTS / GRANTS - CULTURAL SERVICE							
260		03/25 AP		08/07/24	0000000	600.00	08/27/24
				DOELY, NOAH			

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1199-421.31-10 HUMAN DEVELOPMENT GRANTS / GRANTS - CULTURAL SERVICE						continued				
260		03/25 AP		08/07/24	0000000	HONORARIUM WASESKUK, ANGELA RED HOUSE STUDIOS EXHIBIT	600.00			08/27/24
260		03/25 AP		08/07/24	0000000	HONORARIUM HANSEN, TAYLOR RED HOUSE STUDIOS EXHIBIT	600.00			08/27/24
260		03/25 AP		08/07/24	0000000	HONORARIUM SANGUINO, MONICA RED HOUSE STUDIOS EXHIBIT	600.00			08/27/24
ACCOUNT TOTAL							2,400.00	.00	2,400.00	
101-1199-441.72-19 OPERATING SUPPLIES / PRINTING										
2267		12/24 AP		06/29/24	0000000	6/17 MTG-MINUTES & BILLS COURIER LEGAL COMMUNICATIONS	972.80			08/27/24
303		03/25 AP		08/06/24	0000000	ORDINANCE NO. 3074 COURIER LEGAL-COLUMN SOFTWARE	36.41			08/27/24
303		03/25 AP		08/06/24	0000000	ORDINANCE NO. 3073 COURIER LEGAL-COLUMN SOFTWARE	97.31			08/27/24
303		03/25 AP		08/06/24	0000000	ORDINANCE NO. 3072 COURIER LEGAL-COLUMN SOFTWARE	37.73			08/27/24
303		03/25 AP		08/06/24	0000000	PH NTC.-BALOS, LLC COURIER LEGAL-COLUMN SOFTWARE	54.95			08/27/24
303		03/25 AP		08/06/24	0000000	ORDINANCE NO. 3071 COURIER LEGAL-COLUMN SOFTWARE	245.60			08/27/24
303		03/25 AP		07/25/24	0000000	7/15 MTG-MINUTES & BILLS COURIER LEGAL COMMUNICATIONS	723.84			08/27/24
ACCOUNT TOTAL							2,168.64	.00	2,168.64	
101-2205-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
302		03/25 AP		07/31/24	0000000	COPY PAPER OFFICE EXPRESS OFFICE PRODUCT	2.28			08/27/24
302		03/25 AP		07/31/24	0000000	POST-ITS, BATTERIES OFFICE EXPRESS OFFICE PRODUCT	.77			08/27/24
ACCOUNT TOTAL							3.05	.00	3.05	
101-2235-412.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
302		03/25 AP		07/31/24	0000000	COPY PAPER OFFICE EXPRESS OFFICE PRODUCT	9.50			08/27/24
302		03/25 AP		07/31/24	0000000	POST-ITS, BATTERIES OFFICE EXPRESS OFFICE PRODUCT	6.44			08/27/24
ACCOUNT TOTAL							15.94	.00	15.94	
101-2235-412.71-07 OFFICE SUPPLIES / CODE ENFORCEMENT SUPPLIES										

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FUND 101 GENERAL FUND										
101-2235-412.71-07 OFFICE SUPPLIES / CODE ENFORCEMENT SUPPLIES						continued				
302		03/25 AP		08/16/24	0000000	PROFESSIONAL LAWN CARE, LLC	95.00			08/27/24
						CODE MOW-807 CLAY				
302		03/25 AP		08/13/24	0000000	PROFESSIONAL LAWN CARE, LLC	213.75			08/27/24
						CODE MOW-2013 MAPLEWOOD				
302		03/25 AP		08/09/24	0000000	PROFESSIONAL LAWN CARE, LLC	95.00			08/27/24
						CODE MOW-514 SEERELY				
302		03/25 AP		08/07/24	0000000	PROFESSIONAL LAWN CARE, LLC	95.00			08/27/24
						CODE MOW-526 W 8TH				
						ACCOUNT TOTAL	498.75	.00	498.75	
101-2235-412.72-17 OPERATING SUPPLIES / UNIFORMS										
302		03/25 AP		08/02/24	0000000	SERVICEWEAR APPAREL, INC.	63.93			08/27/24
						UNIFORM-J CASTLE				
						BUTTON DOWN, POLO				
302		03/25 AP		08/02/24	0000000	SERVICEWEAR APPAREL, INC.	80.79			08/27/24
						UNIFORM-A SPRAY				
						POLOS				
302		03/25 AP		08/02/24	0000000	SERVICEWEAR APPAREL, INC.	110.40			08/27/24
						UNIFORM-J MAI				
						HOODIE, POLOS				
302		03/25 AP		08/02/24	0000000	SERVICEWEAR APPAREL, INC.	50.38			08/27/24
						UNIFORM-J CRAIG				
						POLO				
302		03/25 AP		08/02/24	0000000	SERVICEWEAR APPAREL, INC.	138.32			08/27/24
						UNIFORM-J WARDELL				
						POLOS, T-SHIRT				
302		03/25 AP		08/02/24	0000000	SERVICEWEAR APPAREL, INC.	138.60			08/27/24
						UNIFORM-J HENDERSON				
						POLOS				
302		03/25 AP		08/02/24	0000000	SERVICEWEAR APPAREL, INC.	100.76			08/27/24
						UNIFORM-M ASCHE				
						POLOS				
302		03/25 AP		08/02/24	0000000	SERVICEWEAR APPAREL, INC.	150.26			08/27/24
						UNIFORM-J NUSS				
						POLOS				
						ACCOUNT TOTAL	833.44	.00	833.44	
101-2235-412.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES										
302		03/25 AP		08/01/24	0000000	SERVICEWEAR APPAREL, INC.	106.97			08/27/24
						HI-VIS JACKET				
						GENERAL SAFETY GEAR				
						ACCOUNT TOTAL	106.97	.00	106.97	
101-2245-442.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
302		03/25 AP		07/31/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	7.59			08/27/24
						COPY PAPER				
302		03/25 AP		07/31/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	3.09			08/27/24
						POST-ITS, BATTERIES				
						ACCOUNT TOTAL	10.68	.00	10.68	

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FUND 101 GENERAL FUND										
101-2253-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
276		03/25 AP		08/13/24	0000000	OFFICE EXPRESS OFFICE PRODUCT PAPER RE-STOCK	75.98			08/27/24
ACCOUNT TOTAL							75.98	.00	75.98	
101-2253-423.72-28 OPERATING SUPPLIES / CAMP SUPPLIES										
276		03/25 AP		08/13/24	0000000	GET AIR WATERLOO CAMP TRIP	1,420.00			08/27/24
276		03/25 AP		08/08/24	0000000	LOST ISLAND WATER PARK CAMP FIELD TRIP	1,911.00			08/27/24
ACCOUNT TOTAL							3,331.00	.00	3,331.00	
101-2253-423.72-31 OPERATING SUPPLIES / YOUTH SPORTS EQUIPMENT										
307		03/25 AP		08/09/24	0000000	COOLEY PUMPING, LLC CREDIT / UNWANTED UNIT UNI TENNIS CTS		61.07		08/27/24
276		03/25 AP		07/26/24	0000000	COOLEY PUMPING, LLC PORTA POTTY-UNI TENNIS CT	95.00			08/27/24
ACCOUNT TOTAL							95.00	61.07	33.93	
101-2253-423.72-32 OPERATING SUPPLIES / ADULT SPORTS EQUIPMENT										
276		03/25 AP		07/26/24	0000000	COOLEY PUMPING, LLC PORTA POTTY-UNI BASEBASLL	95.00			08/27/24
ACCOUNT TOTAL							95.00	.00	95.00	
101-2253-423.72-41 OPERATING SUPPLIES / THE FALLS CONCESSIONS										
293		03/25 AP		08/18/24	0000000	PAPA JOHN'S PIZZA 6 PIZZAS	51.00			08/27/24
293		03/25 AP		08/18/24	0000000	PAPA JOHN'S PIZZA 6 PIZZAS	51.00			08/27/24
293		03/25 AP		08/18/24	0000000	PAPA JOHN'S PIZZA 6 PIZZAS	51.00			08/27/24
293		03/25 AP		08/17/24	0000000	PAPA JOHN'S PIZZA 3 PIZZAS	25.50			08/27/24
293		03/25 AP		08/16/24	0000000	PAPA JOHN'S PIZZA 9 PIZZAS	76.50			08/27/24
293		03/25 AP		08/15/24	0000000	PAPA JOHN'S PIZZA 3 PIZZAS	25.50			08/27/24
293		03/25 AP		08/14/24	0000000	PAPA JOHN'S PIZZA 3 PIZZAS	25.50			08/27/24
276		03/25 AP		08/13/24	0000000	MARTIN BROS.DISTRIBUTING HOT DOGS/ BUNS	68.21			08/27/24
293		03/25 AP		08/13/24	0000000	PAPA JOHN'S PIZZA	51.00			08/27/24

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FUND 101 GENERAL FUND										
101-2253-423.72-41	OPERATING SUPPLIES / THE FALLS CONCESSIONS					continued				
293		6 PIZZAS								
	03/25 AP	08/13/24	0000000		PAPA JOHN'S PIZZA	34.00			08/27/24	
276		4 PIZZAS								
	03/25 AP	08/12/24	0000000		PAPA JOHN'S PIZZA	76.50			08/27/24	
276		9 PIZZAS								
	03/25 AP	08/11/24	0000000		PAPA JOHN'S PIZZA	42.50			08/27/24	
276		5 PIZZAS								
	03/25 AP	08/11/24	0000000		PAPA JOHN'S PIZZA	25.50			08/27/24	
276		3 PIZZAS								
	03/25 AP	08/10/24	0000000		PAPA JOHN'S PIZZA	25.50			08/27/24	
276		3 PIZZAS								
	03/25 AP	08/08/24	0000000		ATLANTIC COCA-COLA	181.75			08/27/24	
276		COKE RE-SUPPLY								
	03/25 AP	08/08/24	0000000		MYERS-COX COMPANY	1,616.42			08/27/24	
276		CONCESSIONS RE-SUPPLY								
	03/25 AP	08/08/24	0000000		PAPA JOHN'S PIZZA	51.00			08/27/24	
276		6 PIZZAS								
	03/25 AP	08/07/24	0000000		PAPA JOHN'S PIZZA	76.50			08/27/24	
276		9 PIZZAS								
	03/25 AP	08/07/24	0000000		PAPA JOHN'S PIZZA	76.50			08/27/24	
276		9 PIZZAS								
	03/25 AP	08/06/24	0000000		PAPA JOHN'S PIZZA	25.50			08/27/24	
276		3 PIZZAS								
					ACCOUNT TOTAL	2,656.88	.00		2,656.88	
101-2253-423.72-43 OPERATING SUPPLIES / REC CONCESSIONS										
307		03/25 AP	08/22/24	0000000	ATLANTIC COCA-COLA	195.97			08/27/24	
276		CONCESSIONS RE-SUPPLY								
	03/25 AP	08/15/24	0000000		ATLANTIC COCA-COLA	115.48			08/27/24	
276		REC BEVERAGES RE-STOCK								
					ACCOUNT TOTAL	311.45	.00		311.45	
101-2253-423.86-30 REPAIR & MAINTENANCE / MAINTENANCE & UPKEEP										
293		03/25 AP	08/15/24	0000000	O'DONNELL ACE HARDWARE	34.37			08/27/24	
276		MAT PROJECT MATERIALS								
	03/25 AP	08/12/24	0000000		CITY LAUNDERING CO.	65.53			08/27/24	
276		REC/1 AID RESTOCK								
	03/25 AP	08/08/24	0000000		MENARDS-CEDAR FALLS	32.05			08/27/24	
276		CABINET FINISHING								
					ACCOUNT TOTAL	131.95	.00		131.95	
101-2253-423.86-31 REPAIR & MAINTENANCE / THE FALLS REPAIR & MAINT.										
293		03/25 AP	08/16/24	0000000	MICROBAC LABORATORIES, INC	64.50			08/27/24	

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FUND 101 GENERAL FUND										
101-2253-423.86-31 REPAIR & MAINTENANCE / THE FALLS REPAIR & MAINT.						continued				
293		03/25 AP		08/12/24	0000000	CITY LAUNDERING CO.	81.55			08/27/24
						AUG WATER TEST				
276		03/25 AP		06/13/24	0000000	MICROBAC LABORATORIES, INC	64.50			08/27/24
						AUG FIRST AID RE-STOCK				
						JUNE WATER TEST				
ACCOUNT TOTAL							210.55	.00	210.55	
101-2280-423.72-11 OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES										
260		03/25 AP		08/14/24	0000000	NORTH AMERICAN RECIPROCAL MUS	200.00			08/27/24
						NARM 1 YEAR MEMBERSHIP				
ACCOUNT TOTAL							200.00	.00	200.00	
101-2280-423.72-70 OPERATING SUPPLIES / CLASSROOM SUPPLIES										
260		03/25 AP		08/21/24	0000000	O'DONNELL ACE HARDWARE	28.74			08/27/24
						BUCKET, SOAP, BOLTS				
260		03/25 AP		08/14/24	0000000	MINNESOTA CLAY USA	948.87			08/27/24
						CLAY, GLAZES, UNDERGLAZES				
ACCOUNT TOTAL							977.61	.00	977.61	
101-2280-423.72-71 OPERATING SUPPLIES / GALLERY SUPPLIES										
260		03/25 AP		08/06/24	0000000	SIGNS & DESIGNS, INC.	145.00			08/27/24
						EXHIBITION VINYL				
						ROSE SMITH, MERLE POLAND				
ACCOUNT TOTAL							145.00	.00	145.00	
101-2280-423.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										
260		03/25 AP		08/19/24	0000000	VESTIS	13.94			08/27/24
						MAT SERVICE				
ACCOUNT TOTAL							13.94	.00	13.94	
101-2280-423.88-21 OUTSIDE AGENCIES / PUBLIC ART COMMITTEE										
260		03/25 AP		08/01/24	0000000	ENGAGE BY CELL	2,750.00			08/27/24
						SMARTPHONE TOUR SUB SERV				
						SEPT 24 - SEPT 25				
ACCOUNT TOTAL							2,750.00	.00	2,750.00	
101-4511-414.72-02 OPERATING SUPPLIES / LAUNDRY										
312		03/25 AP		08/16/24	0000000	VESTIS	34.75			08/27/24
						TOWELS & MATS- PSS BLDG				

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FUND 101 GENERAL FUND										
101-4511-414.72-02 OPERATING SUPPLIES / LAUNDRY						continued				
312		03/25 AP		08/16/24	0000000	VESTIS	11.25		08/27/24	
						TOWELS - STATION 2				
312		03/25 AP		08/12/24	0000000	CITY LAUNDERING CO.	52.28		08/27/24	
						FIRST AID KIT RESTOCK				
312		03/25 AP		08/12/24	0000000	CITY LAUNDERING CO.	80.10		08/27/24	
						FIRST AID KIT RESTOCK				
						4600 S MAIN				
						ACCOUNT TOTAL	178.38	.00	178.38	
101-4511-414.72-04 OPERATING SUPPLIES / SCBA SUPPLIES										
312		03/25 AP		08/06/24	0000000	MACQUEEN EQUIPMENT	3,582.11		08/27/24	
						SCBA ANNUAL SERV & REPAIR				
						ACCOUNT TOTAL	3,582.11	.00	3,582.11	
101-4511-414.72-07 OPERATING SUPPLIES / EMS/RESCUE SUPPLIES										
312		03/25 AP		08/05/24	0000000	BOUND TREE MEDICAL, LLC	373.19		08/27/24	
						MED RESCUE SUPPLIES				
						LANCETS/TEST STRIP/ASPIRI				
						ACCOUNT TOTAL	373.19	.00	373.19	
101-4511-414.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT										
312		03/25 AP		08/21/24	0000000	DINGES FIRE COMPANY	598.91		08/27/24	
						REPAIR TURNOUT GEAR				
						MCNAMARA COAT/PANT				
						ACCOUNT TOTAL	598.91	.00	598.91	
101-4511-414.73-10 OTHER SUPPLIES / HEADQUARTER SUPPLIES										
312		03/25 AP		08/13/24	0000000	MENARDS-CEDAR FALLS	38.85		08/27/24	
						HQ SUPPLIES;LAUNDRY SOAP,				
						SCRUB BRUSH,SCREW				
						ACCOUNT TOTAL	38.85	.00	38.85	
101-4511-414.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
312		03/25 AP		08/08/24	0000000	HAWKEYE COMMUNITY COLLEGE	1,853.00		08/27/24	
						REG/TUITION/FEES -PARAMED				
312		03/25 AP		08/08/24	0000000	HAWKEYE COMMUNITY COLLEGE	2,097.00		08/27/24	
						REG/TUITION/FEES -EMT				
312		03/25 AP		08/08/24	0000000	HAWKEYE COMMUNITY COLLEGE	993.00		08/27/24	
						REG/TUITION/FEES -EMT				
						8/21-12/13/24 CHASE				
						ACCOUNT TOTAL	4,943.00	.00	4,943.00	

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FUND 101 GENERAL FUND										
101-4511-414.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE										
	312			03/25	AP 08/21/24 0000000	GALLS, LLC	93.39			08/27/24
						QTRMASTER- PANTS-SNYDER				
						ACCOUNT TOTAL	93.39	.00	93.39	
101-4511-414.93-01 EQUIPMENT / EQUIPMENT										
	309			03/25	AP 07/29/24 0000000	WATERLOO TENT & TARP COMPANY	3,220.00			08/27/24
						FIRE INCIDENT TENT&TOP				
						ACCOUNT TOTAL	3,220.00	.00	3,220.00	
101-5521-415.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
	312			03/25	AP 08/16/24 0000000	VESTIS	25.36			08/27/24
						MATS - PSS BUILDING				
						ACCOUNT TOTAL	25.36	.00	25.36	
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
	2267			12/24	AP 03/12/24 0000000	IOWA SPORTS SUPPLY, INC.	1,887.00			08/27/24
						WALL PLAQUES-SERV AWARDS				
	309			03/25	AP 08/19/24 0000000	WATERLOO BUCKS BASEBALL	50.00			08/27/24
						BUCKY MASCOT APPEARANCE				NATIONAL NIGHT OUT 2024
	312			03/25	AP 08/12/24 0000000	CITY LAUNDERING CO.	95.16			08/27/24
						FIRST AID KIT RESTOCK				4600 S MAIN
	309			03/25	AP 08/09/24 0000000	IOWA SPORTS SUPPLY, INC.	67.50			08/27/24
						SERVICE PLAQUE -BRUGGEMAN				
	309			03/25	AP 08/08/24 0000000	DES MOINES STAMP MFG. CO.	30.50			08/27/24
						NOTARY STAMP-LADAGE				
	309			03/25	AP 08/08/24 0000000	SIGNS BY TOMORROW	57.75			08/27/24
						21 1"X 3" MAGNETS W NAMES				
	309			03/25	AP 07/29/24 0000000	C & C WELDING & SANDBLASTING	5,376.12			08/27/24
						VAN SETUP				SWAT/COMMANDR/ANML CTRL
						ACCOUNT TOTAL	7,564.03	.00	7,564.03	
101-5521-415.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT										
	309			03/25	AP 07/29/24 0000000	C & C WELDING & SANDBLASTING	5,376.13			08/27/24
						VAN SETUP				SWAT/COMMANDR/ANML CTRL
	325			03/25	AP 07/01/24 0000000	MIDWEST STORAGE SOLUTIONS, IN	8,153.77			08/27/24
						(6)LOCKERS-MEN'S LR				
						ACCOUNT TOTAL	13,529.90	.00	13,529.90	
101-5521-415.72-24 OPERATING SUPPLIES / AMMUNITION										

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FUND 101 GENERAL FUND										
101-5521-415.72-24 OPERATING SUPPLIES / AMMUNITION						continued				
309		03/25 AP		08/20/24	0000000	STREICHER'S INC.	427.55			08/27/24
AMMUNITIONS-LESS LETHAL										
309		03/25 AP		08/12/24	0000000	KIESLER'S POLICE SUPPLY, INC.	2,727.48			08/27/24
AMMUNITION- 7 CASES						FED PREM HST 9MM				
309		03/25 AP		08/05/24	0000000	KIESLER'S POLICE SUPPLY, INC.	26,177.40			08/27/24
AMMUNITION- 100 CASES						FED AM EAGLE 9MM				
ACCOUNT TOTAL							29,332.43	.00	29,332.43	
101-5521-415.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										
2267		12/24 AP		07/25/24	0000000	BLACK HAWK CO.SHERIFF	1,450.56			08/27/24
PSO POLYGRAPHS (5)						YAKL/BRAD/JACO/BURG/CORD				
309		03/25 AP		08/15/24	0000000	VIQ SOLUTIONS, INC	686.48			08/27/24
TRANSCRIPTION SERVICES						08/01/24 - 08/15/24				
309		03/25 AP		07/31/24	0000000	VIQ SOLUTIONS, INC	519.68			08/27/24
TRANSCRIPTION JULY'24						CASE #24-056630				
ACCOUNT TOTAL							2,656.72	.00	2,656.72	
101-5521-415.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
309		03/25 AP		08/19/24	0000000	UNIVERSITY OF NORTHERN IOWA	15.00			08/27/24
CAREER FAIR LUNCH						PSO RECRUITMENT EVENT				
ACCOUNT TOTAL							15.00	.00	15.00	
101-5521-415.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE										
312		03/25 AP		08/15/24	0000000	GALLS, LLC	350.63			08/27/24
JOB SHIRTS						3 LG REG; 2 XL LONG				
ACCOUNT TOTAL							350.63	.00	350.63	
101-5521-415.93-01 EQUIPMENT / EQUIPMENT										
309		03/25 AP		07/29/24	0000000	WATERLOO TENT & TARP COMPANY	3,220.00			08/27/24
POLICE INCIDENT TENT										
ACCOUNT TOTAL							3,220.00	.00	3,220.00	
101-5521-425.81-20 PROFESSIONAL SERVICES / HUMANE SOCIETY										
309		03/25 AP		08/08/24	0000000	CEDAR BEND HUMANE SOCIETY	3,341.76			08/27/24
JULY'24 ANIMAL SURRENDER										
ACCOUNT TOTAL							3,341.76	.00	3,341.76	

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FUND 101 GENERAL FUND										
101-6613-433.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
253		03/25 AP		07/31/24	0000000	CULLIGAN WATER CONDITIONING	31.00		08/27/24	
						WATER AT CEMETERY				
						7/17/24				
253		03/25 AP		07/31/24	0000000	NAPA AUTO PARTS	174.40		08/27/24	
						NAPA PARTS				
248		03/25 AP		07/24/24	0000000	CONSOLIDATED ENERGY COMPANY	733.31		08/27/24	
						CEMETERY FUEL				
248		03/25 AP		07/23/24	0000000	CONSOLIDATED ENERGY COMPANY	752.27		08/27/24	
						CEMETERY FUEL				
ACCOUNT TOTAL							1,690.98	.00	1,690.98	
101-6616-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
2267		12/24 AP		06/25/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	207.24		08/27/24	
						TISSUE AND SOAP				
						PROJECT#: 062507				
304		03/25 AP		08/16/24	0000000	CONTINENTAL RESEARCH CORP.	248.12		08/27/24	
						DISINFECTANT CLEANER				
						PROJECT#: 062507				
304		03/25 AP		08/16/24	0000000	O'DONNELL ACE HARDWARE	44.98		08/27/24	
						DRILL BIT				
						PROJECT#: 062511				
304		03/25 AP		08/16/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	78.41		08/27/24	
						HAND SOAP				
						PROJECT#: 062506				
304		03/25 AP		08/15/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	431.40		08/27/24	
						TISSUE, TOWELS, LINERS, SOAP				
						PROJECT#: 062501				
304		03/25 AP		08/15/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	198.24		08/27/24	
						TISSUE, TOWELS, LINERS, SOAP				
						PROJECT#: 062503				
304		03/25 AP		08/15/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	553.64		08/27/24	
						TISSUE, TOWELS, LINERS, SOAP				
						PROJECT#: 062511				
304		03/25 AP		08/14/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	128.97		08/27/24	
						SOAP				
						PROJECT#: 062507				
304		03/25 AP		08/14/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	221.64		08/27/24	
						TISSUE				
						PROJECT#: 062507				
304		03/25 AP		08/12/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	83.68		08/27/24	
						TISSUE, TOWELS, LINERS, SOAP				
						PROJECT#: 062501				
304		03/25 AP		08/12/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	1,027.15		08/27/24	
						TISSUE, TOWELS, LINERS, SOAP				
						PROJECT#: 062503				
304		03/25 AP		08/12/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	338.05		08/27/24	
						TISSUE, TOWELS, LINERS, SOAP				
						PROJECT#: 062507				

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FUND 101 GENERAL FUND										
101-6616-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES						continued				
275		03/25	AP	08/09/24	0000000	JOHNSTONE SUPPLY OF WATERLOO FILTERS HVAC	57.60			08/27/24
PROJECT#:		062503								
275		03/25	AP	08/09/24	0000000	O'DONNELL ACE HARDWARE COMPRESSED AIR	41.98			08/27/24
PROJECT#:		062501								
275		03/25	AP	08/08/24	0000000	O'DONNELL ACE HARDWARE BATTERIES, HOOKS	28.98			08/27/24
PROJECT#:		062503								
275		03/25	AP	08/06/24	0000000	CENTRAL IOWA DISTRIBUTING INC GYM FLOOR CLEANER	284.00			08/27/24
PROJECT#:		062507								
275		03/25	AP	08/05/24	0000000	JOHNSTONE SUPPLY OF WATERLOO FILTERS HVAC	77.04			08/27/24
PROJECT#:		062511								
299		03/25	AP	08/05/24	0000000	OFFICE EXPRESS OFFICE PRODUCT TOWEL DISPENSER	162.06			08/27/24
PROJECT#:		062507								
299		03/25	AP	08/05/24	0000000	OFFICE EXPRESS OFFICE PRODUCT SOAP, SANITIZER, TISSUE LINERS	301.05			08/27/24
PROJECT#:		062514								
303		03/25	AP	08/01/24	0000000	THOMPSON SHOES SAFETY SHOES-M BUCK P.O. #56990	106.25			08/27/24
303		03/25	AP	08/01/24	0000000	BROWN'S SHOE FIT SAFETY SHOES-B RILEY P.O. #56989	165.75			08/27/24
253		03/25	AP	07/31/24	0000000	NAPA AUTO PARTS	4,712.29			08/27/24
248		03/25	AP	07/30/24	0000000	JOHNSTONE SUPPLY OF WATERLOO HVAC FILTERS	57.60			08/27/24
PROJECT#:		062501								
253		03/25	AP	07/30/24	0000000	OFFICE EXPRESS OFFICE PRODUCT LINERS, DETERGENT, SOAP SANITIZER, TISSUE	870.22			08/27/24
PROJECT#:		062507								
275		03/25	AP	07/30/24	0000000	MENARDS-CEDAR FALLS SCREWS	13.98			08/27/24
PROJECT#:		062506								
275		03/25	AP	07/30/24	0000000	MENARDS-CEDAR FALLS LEVEL	10.97			08/27/24
PROJECT#:		062506								
304		03/25	AP	07/29/24	0000000	ECHO GROUP, INC. WIRE PULL GLIDE	14.64			08/27/24
PROJECT#:		062501								
304		03/25	AP	07/22/24	0000000	OFFICE EXPRESS OFFICE PRODUCT TISSUE, TOWELS, SOAP	207.22			08/27/24
PROJECT#:		062514								
ACCOUNT TOTAL							10,673.15	4.00	10,673.15	

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FUND 101 GENERAL FUND										
101-6616-446.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT										
	275			03/25	AP 07/25/24 0000000	INTERSTATE ALL BATTERY CENTER	376.20			08/27/24
						SCRUBBER BATTERIES				
						PROJECT#: 062507				
ACCOUNT TOTAL							376.20	.00	376.20	
101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR										
	304			03/25	AP 08/20/24 0000000	O'DONNELL ACE HARDWARE	23.99			08/27/24
						HOLE SAW				
						PROJECT#: 062511				
	304			03/25	AP 08/16/24 0000000	O'DONNELL ACE HARDWARE	5.90			08/27/24
						SCREWS				
						PROJECT#: 062511				
	304			03/25	AP 08/15/24 0000000	O'DONNELL ACE HARDWARE	11.14			08/27/24
						FASTENERS				
						PROJECT#: 062511				
	304			03/25	AP 08/15/24 0000000	O'DONNELL ACE HARDWARE	15.91			08/27/24
						FASTENERS AND ANCHORS				
						PROJECT#: 062511				
	304			03/25	AP 08/14/24 0000000	PLUMB TECH INC.	150.00			08/27/24
						HVAC SERVICE				
						PROJECT#: 062506				
	275			03/25	AP 08/09/24 0000000	COOLEY PUMPING, LLC	200.00			08/27/24
						GREASE TRAP CLEANING				
						PROJECT#: 062508				
	304			03/25	AP 08/08/24 0000000	CHRISTIE DOOR COMPANY	262.50			08/27/24
						OVERHEAD DOOR REPAIR				
						PROJECT#: 062506				
	275			03/25	AP 08/07/24 0000000	O'DONNELL ACE HARDWARE	38.65			08/27/24
						CUT OFF WHEEL, GRINDING				
						PROJECT#: 062506				
	275			03/25	AP 08/06/24 0000000	O'DONNELL ACE HARDWARE	29.98			08/27/24
						DRILL BITS				
						PROJECT#: 062506				
	253			03/25	AP 07/31/24 0000000	O'DONNELL ACE HARDWARE	8.99			08/27/24
						ANCHORS				
						PROJECT#: 062511				
	248			03/25	AP 07/29/24 0000000	BRECKE MECHANICAL CONTRACTORS	296.60			08/27/24
						HVAC REPAIR				
						PROJECT#: 062501				
	248			03/25	AP 07/23/24 0000000	AIRE SERV.OF THE CEDAR VALLEY	263.13			08/27/24
						HVAC REPAIR				
						PROJECT#: 062507				
	304			03/25	AP 07/02/24 0000000	FERGUSON ENTERPRISES, INC.	199.00			08/27/24
						STOOL VALVE				
						PROJECT#: 062506				
	304			03/25	AP 07/01/24 0000000	FERGUSON ENTERPRISES, INC.	878.98			08/27/24
						URINAL FLUSH VALVE WATER				
						PROJECT#: 062506				
						FILTERS				

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR							continued			
PROJECT#: 062503										
ACCOUNT TOTAL							2,384.77	.00	2,384.77	
101-6616-446.81-08 PROFESSIONAL SERVICES / PEST CONTROL										
299		03/25 AP		08/06/24	0000000	PLUNKETT'S PEST CONTROL, INC	42.00			08/27/24
PROJECT#: 062506										
253		03/25 AP		08/01/24	0000000	PLUNKETT'S PEST CONTROL, INC	24.96			08/27/24
PROJECT#: 062503										
253		03/25 AP		08/01/24	0000000	PLUNKETT'S PEST CONTROL, INC	49.19			08/27/24
PROJECT#: 062511										
253		03/25 AP		08/01/24	0000000	PLUNKETT'S PEST CONTROL, INC	77.50			08/27/24
PROJECT#: 062514										
253		03/25 AP		08/01/24	0000000	PLUNKETT'S PEST CONTROL, INC	61.50			08/27/24
PROJECT#: 062501										
253		03/25 AP		08/01/24	0000000	PLUNKETT'S PEST CONTROL, INC	218.82			08/27/24
PROJECT#: 062507										
253		03/25 AP		08/01/24	0000000	PLUNKETT'S PEST CONTROL, INC	16.05			08/27/24
PROJECT#: 062510										
253		03/25 AP		08/01/24	0000000	PLUNKETT'S PEST CONTROL, INC	26.75			08/27/24
PROJECT#: 062505										
253		03/25 AP		08/01/24	0000000	PLUNKETT'S PEST CONTROL, INC	16.05			08/27/24
PROJECT#: 062506										
253		03/25 AP		08/01/24	0000000	PLUNKETT'S PEST CONTROL, INC	85.60			08/27/24
PROJECT#: 062515										
253		03/25 AP		07/31/24	0000000	PLUNKETT'S PEST CONTROL, INC	189.28			08/27/24
PROJECT#: 062503										
ACCOUNT TOTAL							807.70	.00	807.70	
101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS										
304		03/25 AP		08/19/24	0000000	VESTIS	56.85			08/27/24
PROJECT#: 062501										
304		03/25 AP		08/16/24	0000000	VESTIS	134.80			08/27/24
PROJECT#: 062501										
MAT AND TOWEL SERVICE										

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FUND 101 GENERAL FUND										
101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS						continued				
PROJECT#:		062506								
304		03/25 AP		08/15/24	0000000	ENGINEERED CONTROLS, INC., CONDENSATE SAFETY SWITCH	100.00			08/27/24
PROJECT#:		062506								
299		03/25 AP		08/05/24	0000000	VESTIS	56.85			08/27/24
PROJECT#:		062501								
253		03/25 AP		08/02/24	0000000	VESTIS	134.80			08/27/24
PROJECT#:		062506								
299		03/25 AP		08/02/24	0000000	PROSHIELD FIRE & SECURITY FIRE EXTINGUISHER INSPECT AND REPAIR	2,120.75			08/27/24
PROJECT#:		062506								
248		03/25 AP		08/01/24	0000000	FRESH START CLEANING SOLUTION JANITORIAL SERV. & CARPET	4,297.55			08/27/24
PROJECT#:		062511								
248		03/25 AP		08/01/24	0000000	FRESH START CLEANING SOLUTION JANITORIAL SERVICES	8,050.00			08/27/24
PROJECT#:		062507								
248		03/25 AP		08/01/24	0000000	FRESH START CLEANING SOLUTION JANITORIAL SERVICES	1,725.00			08/27/24
PROJECT#:		062505								
248		03/25 AP		08/01/24	0000000	FRESH START CLEANING SOLUTION JANITORIAL SERVICES	2,144.75			08/27/24
PROJECT#:		062506								
248		03/25 AP		08/01/24	0000000	FRESH START CLEANING SOLUTION JANITORIAL SERVICES	885.50			08/27/24
PROJECT#:		062508								
248		03/25 AP		08/01/24	0000000	FRESH START CLEANING SOLUTION JANITORIAL SERVICES	3,795.00			08/27/24
PROJECT#:		062503								
248		03/25 AP		08/01/24	0000000	FRESH START CLEANING SOLUTION JANITORIAL SERVICES	5,175.00			08/27/24
PROJECT#:		062501								
248		03/25 AP		08/01/24	0000000	FRESH START CLEANING SOLUTION JANITORIAL SERVICES	805.00			08/27/24
PROJECT#:		062509								
248		03/25 AP		08/01/24	0000000	FRESH START CLEANING SOLUTION JANITORIAL SERVICES	200.00			08/27/24
PROJECT#:		062515								
253		03/25 AP		08/01/24	0000000	WOODMAN CONTROLS COMPANY BUILDING CONTROL TECH SUPPORT	5,594.23			08/27/24
PROJECT#:		062503								
275		03/25 AP		07/31/24	0000000	KOCH CONSTRUCTION, INC. ROOF REPAIR	247.11			08/27/24
PROJECT#:		062509								
ACCOUNT TOTAL							35,523.19	,00	35,523.19	

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FUND 101 GENERAL FUND										
101-6616-446.92-01						STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS				
248		03/25 AP		08/02/24	0000000	CORY'S PAINTING, L.L.C.	928.19			08/27/24
						EXTERIOR PAINTING CIP				
						PROJECT#: 062501				
						ACCOUNT TOTAL	928.19	.00	928.19	
101-6623-423.86-01						REPAIR & MAINTENANCE / REPAIR & MAINTENANCE				
275		03/25 AP		06/28/24	0000000	IOWA DEPT-NATURAL RESOURCES	25.00			08/27/24
						ANNUAL WATER SUPPLY FEE				
						PHEASANT RIDGE PRO SHOP				
						ACCOUNT TOTAL	25.00	.00	25.00	
101-6625-432.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
302		03/25 AP		07/31/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	9.50			08/27/24
						COPY PAPER				
302		03/25 AP		07/31/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	9.53			08/27/24
						POST-ITS, BATTERIES				
						ACCOUNT TOTAL	19.03	.00	19.03	
101-6625-432.83-04						TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS				
303		03/25 AP		08/13/24	0000000	SECRETARY, STATE OF IOWA	30.00			08/27/24
						NATARY APP-J. COON				
						ACCOUNT TOTAL	30.00	.00	30.00	
101-6633-423.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES				
299		03/25 AP		08/15/24	0000000	ZIMCO SUPPLY CO.	132.50			08/27/24
						PARKS SEED MIX				
304		03/25 AP		08/12/24	0000000	CITY LAUNDERING CO.	20.07			08/27/24
						FIRST AID SUPPLIES				
299		03/25 AP		08/08/24	0000000	O'DONNELL ACE HARDWARE	32.07			08/27/24
						PAINT				
299		03/25 AP		08/06/24	0000000	MENARDS-CEDAR FALLS	26.30			08/27/24
						U-POST/INSERT PLUG				
299		03/25 AP		08/06/24	0000000	O'DONNELL ACE HARDWARE	23.07			08/27/24
						ELBOW				
299		03/25 AP		08/06/24	0000000	O'DONNELL ACE HARDWARE	18.67			08/27/24
						CONNECTOR/HEX NIPPLE				
299		03/25 AP		08/05/24	0000000	MENARDS-CEDAR FALLS	18.32			08/27/24
						PVC CEMENT/ELBOW/ADAPTOR				
299		03/25 AP		08/02/24	0000000	BLACK HAWK RENTAL	149.99			08/27/24
						BROOM				
253		03/25 AP		07/31/24	0000000	CULLIGAN WATER CONDITIONING	47.49			08/27/24
						WATER AT 606 UNION				
						7/1 & 7/31/24				

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FUND 101 GENERAL FUND									
101-6633-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES						continued			
253		03/25 AP		07/31/24	0000000 NAPA AUTO PARTS	446.82		08/27/24	
					NAPA PARTS				
299		03/25 AP		07/30/24	0000000 O'DONNELL ACE HARDWARE	2.84		08/27/24	
					GATE REPAIR				
248		03/25 AP		07/29/24	0000000 BENTON BUILDING CENTER	35.86		08/27/24	
					LUMBER-PARK CAMPGROUND				
299		03/25 AP		07/29/24	0000000 O'DONNELL ACE HARDWARE	12.70		08/27/24	
					PLACE TO PLAY GATE LATCH REPAIR				
248		03/25 AP		07/26/24	0000000 COOLEY PUMPING, LLC	115.00		08/27/24	
					EL DORADO DROP TOLIET				
253		03/25 AP		07/25/24	0000000 MENARDS-CEDAR FALLS	24.95		08/27/24	
					HAMMER AND TAPE				
253		03/25 AP		07/25/24	0000000 ZIMCO SUPPLY CO.	92.00		08/27/24	
					FERTILIZER SPREADER				
248		03/25 AP		07/24/24	0000000 BENTON'S READY MIX CONCRETE,	223.00		08/27/24	
					CONCRETE PARK BENCH PAD				
299		03/25 AP		07/24/24	0000000 PLUMB SUPPLY COMPANY, LLC	1,247.05		08/27/24	
					PUSH BUTTON ASSEMBLY				
299		03/25 AP		07/22/24	0000000 PLUMB SUPPLY COMPANY, LLC	33.95		08/27/24	
					VAC BRKR RPR KIT/BOWL WAX				
275		03/25 AP		06/28/24	0000000 IOWA DEPT-NATURAL RESOURCES	25.00		08/27/24	
					ANNUAL WATER SUPPLY FEE ISLAND PARK BEACH HOUSE				
					ACCOUNT TOTAL	2,727.65	.00	2,727.65	
101-6633-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
248		03/25 AP		07/26/24	0000000 COOLEY PUMPING, LLC	95.00		08/27/24	
					TONDRO DROP TOLIET				
304		03/25 AP		07/08/24	0000000 KAY PARK REC CORP.	180.00		08/27/24	
					SHIPPING FOR ORDER				
					ACCOUNT TOTAL	275.00	.00	275.00	
					FUND TOTAL	157,977.69	61.07	157,916.62	
FUND 203 TAX INCREMENT FINANCING									
FUND 206 STREET CONSTRUCTION FUND									
206-6637-436.72-16 OPERATING SUPPLIES / TOOLS									
248		03/25 AP		08/02/24	0000000 GIERKE-ROBINSON COMPANY, INC.	85.73		08/27/24	
					SPRAYER/KNEE BOARD/CRETE PULL				
					ACCOUNT TOTAL	85.73	.00	85.73	
206-6637-436.72-54 OPERATING SUPPLIES / BUILDING SUPPLIES									
299		03/25 AP		08/16/24	0000000 O'DONNELL ACE HARDWARE	12.99		08/27/24	

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FUND 206 STREET CONSTRUCTION FUND										
206-6637-436.72-54 OPERATING SUPPLIES / BUILDING SUPPLIES						continued				
253		03/25 AP		08/12/24	0000000	O'DONNELL ACE HARDWARE	7.00			08/27/24
275		03/25 AP		08/08/24	0000000	MENARDS-CEDAR FALLS LEVEL	2.99			08/27/24
299		03/25 AP		08/07/24	0000000	FASTENAL COMPANY MATERIALS-SCREWS	3.25			08/27/24
253		03/25 AP		08/01/24	0000000	O'DONNELL ACE HARDWARE SPRAY PAINT	13.38			08/27/24
ACCOUNT TOTAL							39.61	.00		39.61
206-6637-436.72-57 OPERATING SUPPLIES / ICE CONTROL										
304		03/25 AP		08/06/24	0000000	FORCE AMERICA DISTRIBUTING LL SNOW AND ICE PRODUCTS FOR #240	1,417.92			08/27/24
310		03/25 AP		08/01/24	0000000	FORCE AMERICA DISTRIBUTING LL ELECTRIC PREWET KIT #244	429.46			08/27/24
ACCOUNT TOTAL							1,847.38	.00		1,847.38
206-6637-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES										
304		03/25 AP		08/12/24	0000000	CITY LAUNDERING CO. FIRST AID SUPPLIES	43.62			08/27/24
303		03/25 AP		08/01/24	0000000	THOMPSON SHOES P.O. #56994	175.00			08/27/24
303		03/25 AP		08/01/24	0000000	THOMPSON SHOES P.O. #57006	175.00			08/27/24
303		03/25 AP		08/01/24	0000000	BROWN'S SHOE FIT SAFETY SHOES-R MILLER EXCHANGED FOR NEW PAIR		38.25		08/27/24
ACCOUNT TOTAL							393.62	38.25		355.37
206-6637-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT										
299		03/25 AP		08/15/24	0000000	CAMPBELL SUPPLY WATERLOO PENCIL VIBTR/MULTOSC TOOL	943.28			08/27/24
ACCOUNT TOTAL							943.28	.00		943.28
206-6637-436.73-28 OTHER SUPPLIES / SIDEWALKS										
248		03/25 AP		08/02/24	0000000	GIERKE-ROBINSON COMPANY, INC. ADA DOMES	291.60			08/27/24
275		03/25 AP		08/01/24	0000000	BENTON'S READY MIX CONCRETE, ROWND & RAINBOW SIDEWALK	594.00			08/27/24
ACCOUNT TOTAL							885.60	.00		885.60

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FUND 206 STREET CONSTRUCTION FUND										
206-6637-436.73-32 OTHER SUPPLIES / STREETS										
	299	03/25	AP	08/13/24	0000000	BENTON'S READY MIX CONCRETE, 3911 SOUTH MAIN CFU PATCH	2,151.75			08/27/24
PROJECT#:					062436					
	275	03/25	AP	08/10/24	0000000	ASPRO, INC. ASPHALT	228.48			08/27/24
	299	03/25	AP	08/08/24	0000000	BENTON'S READY MIX CONCRETE, 3020 CADILLAC CFU PATCH	755.00			08/27/24
PROJECT#:					062436					
	275	03/25	AP	08/07/24	0000000	MENARDS-CEDAR FALLS TAPCONS	14.97			08/27/24
	299	03/25	AP	08/07/24	0000000	BENTON'S READY MIX CONCRETE, 722 NEWMAN CFU PATCH	679.50			08/27/24
PROJECT#:					062436					
	248	03/25	AP	08/06/24	0000000	BITUMINOUS MATERIALS & SUPPLY SPRAY PATCHER	1,986.40			08/27/24
	299	03/25	AP	08/06/24	0000000	FASTENAL COMPANY DOWEL BITS	70.17			08/27/24
	275	03/25	AP	08/01/24	0000000	LOGAN CONTRACTORS SUPPLY, INC. STAKES AND REBAR	1,629.00			08/27/24
	248	03/25	AP	07/31/24	0000000	ASPRO, INC. PATCHER TACK	347.11			08/27/24
	248	03/25	AP	07/31/24	0000000	ASPRO, INC. ASPHALT	206.04			08/27/24
	248	03/25	AP	07/31/24	0000000	BMC AGGREGATES L.C. ROCK	487.65			08/27/24
	248	03/25	AP	07/31/24	0000000	BMC AGGREGATES L.C. SPRAY PATCHER	271.95			08/27/24
	253	03/25	AP	07/31/24	0000000	NAPA AUTO PARTS NAPA PARTS	195.62			08/27/24
	248	03/25	AP	07/30/24	0000000	BENTON'S READY MIX CONCRETE, ROWND/RAINBOW CURB	943.75			08/27/24
	248	03/25	AP	07/27/24	0000000	ASPRO, INC. ASPHALT	857.82			08/27/24
	248	03/25	AP	07/26/24	0000000	BENTON'S READY MIX CONCRETE, 2101 HICKORY CFU	693.00			08/27/24
PROJECT#:					062436					
	248	03/25	AP	07/25/24	0000000	BENTON'S READY MIX CONCRETE, 3915 CEDAR HEIGHTS CFU	604.00			08/27/24
PROJECT#:					062436					
	248	03/25	AP	07/25/24	0000000	BENTON'S READY MIX CONCRETE, 3424 BOULDER CFU	334.50			08/27/24
PROJECT#:					062436					
	248	03/25	AP	07/24/24	0000000	BENTON'S READY MIX CONCRETE, 1310 LILAC CFU	396.00			08/27/24
PROJECT#:					062436					
	248	03/25	AP	07/24/24	0000000	BENTON'S READY MIX CONCRETE, DALLAS AND ORCHARD	1,812.00			08/27/24
	248	03/25	AP	07/23/24	0000000	BENTON'S READY MIX CONCRETE, 1922 PIN OAK CFU	830.50			08/27/24

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FUND 206 STREET CONSTRUCTION FUND										
206-6637-436.73-32 OTHER SUPPLIES / STREETS						continued				
PROJECT#: 062436										
248		03/25 AP		07/20/24	0000000	BMC AGGREGATES L.C. ROCK	767.23			08/27/24
ACCOUNT TOTAL							16,262.44	.00	16,262.44	
206-6637-436.92-81 STRUCTURE IMPROV & BLDGS / PERMEABLE ALLEY PROGRAM										
290		03/25 AP		08/14/24	0000000	BOULDER CONTRACTING, LLC	14,866.02			08/27/24
3335-2024 ALLEY RECON										
PROJECT#: 023335										
ACCOUNT TOTAL							14,866.02	.00	14,866.02	
206-6637-436.92-93 STRUCTURE IMPROV & BLDGS / WEST 27TH ST IMPROVEMENTS										
290		03/25 AP		08/21/24	0000000	PETERSON CONTRACTORS	4,973.06			08/27/24
3240-W 27TH STREET RECON										
PROJECT#: 023240										
ACCOUNT TOTAL							4,973.06	.00	4,973.06	
206-6647-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
310		03/25 AP		08/15/24	0000000	ECHO GROUP, INC.	432.63			08/27/24
WIRE										
310		03/25 AP		08/15/24	0000000	ECHO GROUP, INC.	22.18			08/27/24
COUPLING										
310		03/25 AP		08/14/24	0000000	ECHO GROUP, INC.	24.02			08/27/24
PVC COUPLER										
310		03/25 AP		08/13/24	0000000	ECHO GROUP, INC.	67.59			08/27/24
WIRELUBE										
310		03/25 AP		08/13/24	0000000	ECHO GROUP, INC.	64.92			08/27/24
WIRE LUBE										
310		03/25 AP		08/12/24	0000000	ECHO GROUP, INC.	386.16			08/27/24
PULLING TAPE										
310		03/25 AP		08/05/24	0000000	ECHO GROUP, INC.	136.20			08/27/24
PVC CONDUIT/COUPLER										
253		03/25 AP		07/31/24	0000000	NAPA AUTO PARTS	9.78			08/27/24
NAPA PARTS										
ACCOUNT TOTAL							1,143.48	.00	1,143.48	
206-6647-436.72-16 OPERATING SUPPLIES / TOOLS										
310		03/25 AP		08/01/24	0000000	FASTENAL COMPANY	69.42			08/27/24
DRILL BIT/GLOVES										
310		03/25 AP		07/30/24	0000000	O'DONNELL ACE HARDWARE	63.67			08/27/24
SCREWDRIVER/DRILL/BIT SET										

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FUND 206 STREET CONSTRUCTION FUND									
206-6647-436.72-16 OPERATING SUPPLIES / TOOLS							continued		
ACCOUNT TOTAL							133.09	.00	133.09
206-6647-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES									
304		03/25 AP		08/12/24	0000000	CITY LAUNDERING CO, FIRST AID SUPPLIES	29.19		08/27/24
ACCOUNT TOTAL							29.19	.00	29.19
206-6647-436.72-62 OPERATING SUPPLIES / PAINT									
310		03/25 AP		08/08/24	0000000	MENARDS-CEDAR FALLS PAINT	139.72		08/27/24
248		03/25 AP		08/01/24	0000000	DIAMOND VOGEL PAINT - #64/#55 YELLOW STRIPE PAINT	7.16		08/27/24
310		03/25 AP		08/01/24	0000000	O'DONNELL ACE HARDWARE PAINT	31.56		08/27/24
ACCOUNT TOTAL							178.44	.00	178.44
206-6647-436.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS									
310		03/25 AP		08/14/24	0000000	MID AMERICAN SIGNAL, INC. WIRE FOR SIGNAL UPGRADE	1,219.00		08/27/24
310		03/25 AP		08/13/24	0000000	GENERAL TRAFFIC CONTROLS, INC CAMERA UPGRADE	4,420.00		08/27/24
ACCOUNT TOTAL							5,639.00	.00	5,639.00
FUND TOTAL							47,419.94	38.25	47,381.69
FUND 215 HOSPITAL FUND									
215-1230-421.88-45 OUTSIDE AGENCIES / COMMUNITY HEALTH CARE PR.									
325		03/25 AP		08/15/24	0000000	FOCUS ON DIABETES HEALTH TRUST GRANT-FY25	827.58		08/27/24
ACCOUNT TOTAL							827.58	.00	827.58
FUND TOTAL							827.58	.00	827.58

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GROUP NBR	PO NBR	ACCTG PER.	CD	-----TRANSACTION----- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 216 POLICE BLOCK GRANT FUND									
FUND 217 SECTION 8 HOUSING FUND									
217-2214-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
302		03/25 AP		07/31/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.52		08/27/24
						COPY PAPER			
302		03/25 AP		07/31/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.29		08/27/24
						POST-ITS, BATTERIES			
						ACCOUNT TOTAL	2.81	.00	2.81
						FUND TOTAL	2.81	.00	2.81
FUND 223 COMMUNITY BLOCK GRANT									
223-2224-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
302		03/25 AP		07/31/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	.38		08/27/24
						COPY PAPER			
302		03/25 AP		07/31/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	.26		08/27/24
						POST-ITS, BATTERIES			
						ACCOUNT TOTAL	.64	.00	.64
						FUND TOTAL	.64	.00	.64
FUND 224 TRUST & AGENCY									
FUND 242 STREET REPAIR FUND									
242-1240-431.92-25 STRUCTURE IMPROV & BLDGS / CEDAR HEIGHTS AREA RECON									
308		03/25 AP		08/22/24	0000000	SCHMITT CONSTRUCTION CO.INC.,	185,781.79		08/27/24
						3271-N CEDAR HEIGHTS PH2			
						PROJECT#: 023271			
						ACCOUNT TOTAL	185,781.79	.00	185,781.79
242-1240-431.92-44 STRUCTURE IMPROV & BLDGS / STREET RECONSTRUCTION									
290		03/25 AP		08/15/24	0000000	ASPRO, INC.	11,597.12		08/27/24
						3337-2024 STREET RESTOR			
						PROJECT#: 023337			
						ACCOUNT TOTAL	11,597.12	.00	11,597.12
242-1240-431.92-51 STRUCTURE IMPROV & BLDGS / SEAL COAT PROGRAM									
290		03/25 AP		08/20/24	0000000	BLACKTOP SERVICE COMPANY	196,520.60		08/27/24
						3339-2024 SEAL COAT			
						PROJECT#: 023339			
						ACCOUNT TOTAL	196,520.60	.00	196,520.60

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 242 STREET REPAIR FUND										
242-1240-431.98-45 CAPITAL PROJECTS / MAIN STREET RECONSTRUCT										
290		03/25 AP		08/19/24	0000000	PETERSON CONTRACTORS	544,755.54			08/27/24
3283-MAIN ST RECONSTRUCT										
PROJECT#: 023283										
ACCOUNT TOTAL							544,755.54	.00	544,755.54	
FUND TOTAL							938,655.05	.00	938,655.05	
FUND 254 CABLE TV FUND										
254-1088-431.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
302		03/25 AP		07/31/24	0000000	OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	1.52			08/27/24
ACCOUNT TOTAL							1.52	.00	1.52	
254-1088-431.73-01 OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES										
303		03/25 AP		08/14/24	0000000	CLARK WIRE & CABLE, INC. KINGS BNC CONNECTORS	77.66			08/27/24
ACCOUNT TOTAL							77.66	.00	77.66	
254-1088-431.93-01 EQUIPMENT / EQUIPMENT										
303		03/25 AP		08/20/24	0000000	CLARK WIRE & CABLE, INC. MULTI-PAIR AUDIO CABLES	2,432.62			08/27/24
ACCOUNT TOTAL							2,432.62	.00	2,432.62	
FUND TOTAL							2,511.80	.00	2,511.80	
FUND 258 PARKING FUND										
258-5531-435.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
302		03/25 AP		07/31/24	0000000	OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	2.28			08/27/24
302		03/25 AP		07/31/24	0000000	OFFICE EXPRESS OFFICE PRODUCT POST-ITS, BATTERIES	2.58			08/27/24
ACCOUNT TOTAL							4.86	.00	4.86	
FUND TOTAL							4.86	.00	4.86	

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GROUP	PO	ACCTG	----TRANSACTION----		DESCRIPTION	DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE
								POST DT
FUND 261 TOURISM & VISITORS								
261-2291-423.73-52 OTHER SUPPLIES / BROCHURES & PUBLICATIONS								
298		03/25 AP		08/19/24	0000000 EASTON, SCOTT	2,500.00		08/27/24
298		03/25 AP		08/08/24	0000000 OFFICE EXPRESS OFFICE PRODUCT	32.10		08/27/24
					2025 VISITOR GUIDE DESIGN FEE - INSTALLMENT 1			
					PAPER-CARD STOCK			
					ACCOUNT TOTAL	2,532.10	.00	2,532.10
261-2291-423.73-55 OTHER SUPPLIES / MEDIA								
298		03/25 AP		09/01/24	0000000 PANTHER SPORTS PROPERTIES, LL	5,000.00		08/27/24
					2024-2025 SPONSORSHIP			
					ACCOUNT TOTAL	5,000.00	.00	5,000.00
261-2291-423.85-23 UTILITIES / BUILDING MAINTENANCE								
298		03/25 AP		08/16/24	0000000 VESTIS	7.80		08/27/24
					MAT SERVICE			
					ACCOUNT TOTAL	7.80	.00	7.80
261-2291-423.85-50 UTILITIES / COMMUNITY AWARENESS								
298		03/25 AP		08/14/24	0000000 STRATEGIC IMAGING	102.00		08/27/24
					TOURISM LOGO WELCOME BANNERS FOR BROCH RACKS			
					ACCOUNT TOTAL	102.00	.00	102.00
261-2291-423.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS								
275		03/25 AP		08/07/24	0000000 BENTON'S READY MIX CONCRETE,	645.00		08/27/24
					V AND T CONCRETE			
					PROJECT#: 117			
275		03/25 AP		08/07/24	0000000 BLACK HAWK RENTAL	502.90		08/27/24
					V AND T CONCRETE BUGGY			
					PROJECT#: 117			
275		03/25 AP		08/06/24	0000000 BENTON'S READY MIX CONCRETE,	840.00		08/27/24
					V AND T CONCRETE;			
					PROJECT#: 117			
275		03/25 AP		08/06/24	0000000 MENARDS-CEDAR FALLS	64.39		08/27/24
					V AND T STOOP			
					PROJECT#: 117			
275		03/25 AP		08/05/24	0000000 BENTON'S READY MIX CONCRETE,	2,520.00		08/27/24
					V AND T CONCRETE			
					PROJECT#: 117			
275		03/25 AP		08/01/24	0000000 LOGAN CONTRACTORS SUPPLY, INC.	1,002.00		08/27/24
					V AND T REBAR			
					PROJECT#: 117			
248		03/25 AP		07/31/24	0000000 BLACK HAWK RENTAL	214.00		08/27/24

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FUND 261 TOURISM & VISITORS										
261-2291-423.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS							continued			
CONCRETE BUGGY-V&T RENTAL										
PROJECT#: 117										
ACCOUNT TOTAL							5,788.29	.00	5,788.29	
FUND TOTAL							13,430.19	.00	13,430.19	
FUND 262 SENIOR SERVICES & COMM CT										
262-1092-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
17		03/25 AP		08/12/24	0000000	CITY LAUNDERING CO.	51.88			08/27/24
						FIRST AID SUPPLY SERVICE- COMMUNITY CENTER				
17		03/25 AP		08/05/24	0000000	VESTIS	7.80			08/27/24
						COMM. CENTER MAT SERVICE				
ACCOUNT TOTAL							59.68	.00	59.68	
262-1092-423.89-08 MISCELLANEOUS SERVICES / BUS TRIPS/PROGRAMMING										
17		03/25 AP		08/09/24	0000000	MASMAR, MANDY SUE	140.00			08/27/24
						SENIOR LINE DANCING FOR JULY '24				
17		03/25 AP		07/31/24	0000000	HEARST CENTER FOR THE ARTS	110.00			08/27/24
						PAINT ALONG ON 7/31				
ACCOUNT TOTAL							250.00	.00	250.00	
FUND TOTAL							309.68	.00	309.68	
FUND 291 POLICE FORFEITURE FUND										
FUND 292 POLICE RETIREMENT FUND										
FUND 293 FIRE RETIREMENT FUND										
FUND 294 LIBRARY RESERVE										
FUND 295 SOFTBALL PLAYER CAPITAL										
FUND 296 GOLF CAPITAL										
FUND 297 REC FACILITIES CAPITAL										
FUND 298 HEARST CAPITAL										
FUND 311 DEBT SERVICE FUND										
FUND 402 WASHINGTON PARK FUND										
FUND 404 FEMA										
FUND 405 FLOOD RESERVE FUND										
405-1220-431.98-43 CAPITAL PROJECTS / CEDAR RIVER REC IMPROVE										
290		03/25 AP		08/20/24	0000000	PETERSON CONTRACTORS	15,009.29			08/27/24
						3290-CEDAR RIVER REC				
PROJECT#: 023290										
302		03/25 AP		07/31/24	0000000	IOWA NORTHLAND REGIONAL CO. O	1,748.80			08/27/24
						3290-CEDAR RIVER REC JULY EXPENSES				

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GROUP	PO	ACCTG	----	TRANSACTION	----				CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE
									POST DT
FUND 405 FLOOD RESERVE FUND									
405-1220-431.98-43 CAPITAL PROJECTS / CEDAR RIVER REC IMPROVE						continued			
PROJECT#: 023290									
ACCOUNT TOTAL							16,758.09	.00	16,758.09
FUND TOTAL							16,758.09	.00	16,758.09
FUND 407 VISION IOWA PROJECT									
FUND 408 STREET IMPROVEMENT FUND									
FUND 410 CORONAVIRUS LOCAL RELIEF									
410-1220-431.96-78 SEWER BOND PROJECTS / NUTRIENT REMOV/FAC PLAN									
292 03/25 AP 08/13/24 0000000 STRAND ASSOCIATES, INC.						44,940.29			08/27/24
PLANT UPGRADES ENGINEERING 07/01/24-07/31/24									
ACCOUNT TOTAL							44,940.29	.00	44,940.29
410-1220-431.96-82 SEWER BOND PROJECTS / OAK PARK SEWER REPLACE									
290 03/25 AP 08/20/24 0000000 PETERSON CONTRACTORS						31,563.75			08/27/24
PROJECT#: 3182-OAK PARK SEWER									
PROJECT#: 023182									
ACCOUNT TOTAL							31,563.75	.00	31,563.75
FUND TOTAL							76,504.04	.00	76,504.04
FUND 430 TIF BOND									
430-1220-431.97-48 TIF BOND PROJECTS / PARKING LOT CITY HALL									
299 03/25 AP 08/14/24 0000000 BENTON'S READY MIX CONCRETE,						693.00			08/27/24
PROJECT#: 2395-CITY HALL STORM									
PROJECT#: 062395									
299 03/25 AP 08/14/24 0000000 BENTON'S READY MIX CONCRETE,						223.00			08/27/24
PROJECT#: 2395-CITY HALL STORM									
PROJECT#: 062395									
ACCOUNT TOTAL							916.00	.00	916.00
430-1220-431.97-70 TIF BOND PROJECTS / VIKING ROAD									
290 03/25 AP 08/15/24 0000000 PETERSON CONTRACTORS						529,699.11			08/27/24
PROJECT#: 3212-WEST VIKING RD RECON									
PROJECT#: 023212									
ACCOUNT TOTAL							529,699.11	.00	529,699.11

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GROUP NBR	PO NBR	ACCTG PER.	CD	-----TRANSACTION----- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 430	TIF	BOND							
					FUND TOTAL		530,615.11	.00	530,615.11
FUND 431	2014	BOND							
FUND 432	2003	BOND							
FUND 433	2001	TIF							
FUND 434	2024	BOND							
434-1220-431.98-81						CAPITAL PROJECTS / PICKLE BALL COURTS			
290				03/25 AP 08/15/24	0000000	ASPRO, INC.	226,187.65		08/27/24
						3331-ORCHARD PICKLEBALL			
						PROJECT#: 023331			
					ACCOUNT TOTAL		226,187.65	.00	226,187.65
					FUND TOTAL		226,187.65	.00	226,187.65
FUND 435	1999	TIF							
FUND 436	2016	BOND							
FUND 437	2018	BOND							
FUND 438	2020	BOND							
FUND 439	2022	BOND							
439-1220-431.98-96						CAPITAL PROJECTS / FINANCIAL SYSTEM			
325				03/25 AP 08/26/24	0000000	BERRY DUNN MCNEIL & PARKER, L	14,520.00		08/27/24
						ERP IMPLEMENTATION			
						JULY 2024			
						PROJECT#: 012022			
					ACCOUNT TOTAL		14,520.00	.00	14,520.00
					FUND TOTAL		14,520.00	.00	14,520.00
FUND 443	CAPITAL PROJECTS								
443-1220-431.92-24						STRUCTURE IMPROV & BLDGS / HIGH SCHOOL POOL			
325				03/25 AP 08/26/24	0000000	CEDAR FALLS COMMUNITY SCHOOLS	4,000,000.00		08/27/24
						AQUATIC CENTER CONST PH 2			
						NEW CFHS NATATORIUM			
					ACCOUNT TOTAL		4,000,000.00	.00	4,000,000.00
443-1220-431.92-27						STRUCTURE IMPROV & BLDGS / CEMETERY COLUMBARIIUMS			
310				03/25 AP 08/15/24	0000000	SIGNS & DESIGNS, INC.	200.00		08/27/24
						COLUMBARIUM-CF LOGO SIGNS			
299				03/25 AP 08/14/24	0000000	FOSTER'S, INC.	44.40		08/27/24
						ANCHOR PINS-CEM.SHELTER			
248				03/25 AP 07/31/24	0000000	ALLSTATE RENTAL	589.00		08/27/24
						BRICK SAW/COMPACTOR			
						COLUMBARIUM			
						PROJECT#: 062523			

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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	continued			
253		03/25 AP		07/31/24	0000000	BMC AGGREGATES L.C.	87.08		08/27/24	
						COLUMBARIUM PROJECT				
						PROJECT#: 062523				
299		03/25 AP		07/31/24	0000000	MIDLAND CONCRETE PRODUCTS, LL	257.67		08/27/24	
						POLY SAND				
253		03/25 AP		07/25/24	0000000	MIDLAND CONCRETE PRODUCTS, LL	154.60		08/27/24	
						GREENWOOD SHELTER				
						PROJECT#: 062523				
253		03/25 AP		07/17/24	0000000	WHITE CAP, LP	343.86		08/27/24	
						SEALANT				
						PROJECT#: 062523				
248		03/25 AP		07/13/24	0000000	BMC AGGREGATES L.C.	71.14		08/27/24	
						ROADSTONE				
						COLUMBARIUM SHELTER				
						PROJECT#: 062523				
						ACCOUNT TOTAL	1,747.75	.00	1,747.75	
						FUND TOTAL	4,001,747.75	.00	4,001,747.75	
FUND 472 PARKADE RENOVATION										
FUND 473 SIDEWALK ASSESSMENT										
473-1220	-431.98	-99				CAPITAL PROJECTS / SIDEWALK SPECIAL ASSESMT				
290		03/25 AP		08/14/24	0000000	JQ CONSTRUCTION, LLC	6,746.50		08/27/24	
						3324-2024 SIDEWALK ASSESS				
						PROJECT#: 023324				
						ACCOUNT TOTAL	6,746.50	.00	6,746.50	
						FUND TOTAL	6,746.50	.00	6,746.50	
FUND 483 ECONOMIC DEVELOPMENT										
FUND 484 ECONOMIC DEVELOPMENT LAND										
FUND 541 2018 STORM WATER BONDS										
FUND 544 2008 SEWER BONDS										
FUND 545 2018 SEWER BONDS										
FUND 546 SEWER IMPROVEMENT FUND										
FUND 547 SEWER RESERVE FUND										
FUND 548 1997 SEWER BOND FUND										
FUND 549 1992 SEWER BOND FUND										
FUND 550 2000 SEWER BOND FUND										

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GROUP NBR	PO NBR	ACCTG PER.	CD	-----TRANSACTION----- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 551 REFUSE FUND									
551-6685-436.71-06 OFFICE SUPPLIES / OFFICE EQUIPMENT SUPPLIES									
299		03/25 AP		08/08/24	0000000	POLK'S LOCK SERVICE, INC. ROLL OFFS	252.48		08/27/24
299		03/25 AP		08/07/24	0000000	POLK'S LOCK SERVICE, INC. KEY FOR RECYCLING DOOR	2.50		08/27/24
299		03/25 AP		08/07/24	0000000	POLK'S LOCK SERVICE, INC. EXTRA KEYS TRANSFER ST	52.50		08/27/24
253		03/25 AP		08/06/24	0000000	POLK'S LOCK SERVICE, INC. KEY FOR RC DOORS AT TRANS	8.00		08/27/24
		ACCOUNT TOTAL					315.48	.00	315.48
551-6685-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
253		03/25 AP		07/31/24	0000000	CULLIGAN WATER CONDITIONING WATER AT TRANSFER 7/1/24	15.50		08/27/24
253		03/25 AP		07/31/24	0000000	CULLIGAN WATER CONDITIONING WATER AT TRANSFER 7/17/24	15.50		08/27/24
253		03/25 AP		07/31/24	0000000	CULLIGAN WATER CONDITIONING WATER AT TRANSFER 7/31/24	7.75		08/27/24
		ACCOUNT TOTAL					38.75	.00	38.75
551-6685-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES									
304		03/25 AP		08/12/24	0000000	CITY LAUNDERING CO. FIRST AID SUPPLIES	183.05		08/27/24
303		03/25 AP		08/01/24	0000000	THOMPSON SHOES SAFETY SHOES-E THOMAS P.O. #56995	144.50		08/27/24
		ACCOUNT TOTAL					327.55	.00	327.55
551-6685-436.73-01 OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES									
275		03/25 AP		08/08/24	0000000	MENARDS-CEDAR FALLS SUPPLIES FOR TRANSFER MAINTENANCE	84.23		08/27/24
275		03/25 AP		08/05/24	0000000	MENARDS-CEDAR FALLS RIVETS-RECYCLING SIGNS	10.38		08/27/24
253		03/25 AP		07/30/24	0000000	MENARDS-CEDAR FALLS FLY TRAP/RAID/SPRAY PAINT	22.91		08/27/24
		ACCOUNT TOTAL					117.52	.00	117.52
551-6685-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT									
253		03/25 AP		07/31/24	0000000	NAPA AUTO PARTS NAPA PARTS	1,199.50		08/27/24
		ACCOUNT TOTAL					1,199.50	.00	1,199.50

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FUND 551 REFUSE FUND											
551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN											
299		03/25 AP		08/16/24	0000000	MIDWEST ELECTRONIC RECOVERY	858.80			08/27/24	
		ELECTRONIC RECYCLING									
299		03/25 AP		08/10/24	0000000	LIBERTY TIRE RECYCLING, LLC	426.39			08/27/24	
		SCRAP TIRE RECYCLING									
253		03/25 AP		08/02/24	0000000	WEIKERT IRON AND METAL	2,968.00			08/27/24	
		APPLIANCE RECYCLING									
253		03/25 AP		07/31/24	0000000	MIDWEST ELECTRONIC RECOVERY	598.20			08/27/24	
		COMPUTER RECYCLING									
248		03/25 AP		07/27/24	0000000	LIBERTY TIRE RECYCLING, LLC	722.54			08/27/24	
		SCRAP TILE RECYCLING									
253		03/25 AP		06/17/24	0000000	LIBERTY TIRE RECYCLING, LLC	1,160.49			08/27/24	
		SCRAP TIRE RECYCLING									
		ACCOUNT TOTAL						6,734.42	.00		6,734.42
551-6685-436.93-01 EQUIPMENT / EQUIPMENT											
2267		12/24 AP		08/14/24	0000000	ROUTEWARE, INC.	14,892.96			08/27/24	
		SERVICE & SUPPORT FEES 4TH QUARTER 2024									
		ACCOUNT TOTAL						14,892.96	.00		14,892.96
		FUND TOTAL						23,626.18	.00		23,626.18
FUND 552 SEWER RENTAL FUND											
552-6665-436.72-16 OPERATING SUPPLIES / TOOLS											
292		03/25 AP		07/30/24	0000000	ARNOLD MOTOR SUPPLY, LLP	14.78			08/27/24	
		FUNNEL/RUBBER TIP									
		ACCOUNT TOTAL						14.78	.00		14.78
552-6665-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES											
292		03/25 AP		08/12/24	0000000	CITY LAUNDERING CO.	127.78			08/27/24	
		SAFETY CABINET SUPPLIES									
292		03/25 AP		08/12/24	0000000	MENARDS-CEDAR FALLS	47.96			08/27/24	
		SAFETY TREAD TAPE									
		ACCOUNT TOTAL						175.74	.00		175.74
552-6665-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT											
292		03/25 AP		08/12/24	0000000	GRAINGER PARTS	816.42			08/27/24	
		SOLENOID VALVE GRIT									
292		03/25 AP		08/12/24	0000000	O'DONNELL ACE HARDWARE	37.75			08/27/24	
		PVC PIPE/UNION/COUPLER									
292		03/25 AP		08/08/24	0000000	GRAINGER PARTS	349.83			08/27/24	

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FUND 552 SEWER RENTAL FUND									
552-6665-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT						continued			
292		03/25 AP		08/02/24	0000000 O'DONNELL ACE HARDWARE	17.88		08/27/24	
					COMPRESSION UNION/POLYTUB E				
253		03/25 AP		07/31/24	0000000 NAPA AUTO PARTS	83.45		08/27/24	
					NAPA PARTS				
292		03/25 AP		07/31/24	0000000 O'DONNELL ACE HARDWARE	7.38		08/27/24	
					DPX RECEPTACLE/WALL PLATE				
292		03/25 AP		07/26/24	0000000 GRAINGER PARTS	1,717.20		08/27/24	
					SOLENOID VALVES/CAN CADDY DRILL BIT CASE				
292		03/25 AP		06/28/24	0000000 VESSCO, INC.	97.19		08/27/24	
					GRIT PUMP #2 PARTS				
		ACCOUNT TOTAL				3,127.10	.00	3,127.10	
552-6665-436.73-31 OTHER SUPPLIES / LAB SUPPLIES & EQUIPMENT									
292		03/25 AP		08/20/24	0000000 MIDLAND SCIENTIFIC, INC.	65.06		08/27/24	
					PVC TUBING				
292		03/25 AP		08/15/24	0000000 MIDLAND SCIENTIFIC, INC.	63.82		08/27/24	
					LAB STANDARD NH3				
292		03/25 AP		08/15/24	0000000 NORTH CENTRAL LABORATORIES	181.97		08/27/24	
					NAOH/BORIC ACID				
292		03/25 AP		08/09/24	0000000 MIDLAND SCIENTIFIC, INC.	83.20		08/27/24	
					BREAKER/NAOH				
292		03/25 AP		08/02/24	0000000 O'DONNELL ACE HARDWARE	10.76		08/27/24	
					BAKING SODA				
		ACCOUNT TOTAL				404.81	.00	404.81	
552-6665-436.73-68 OTHER SUPPLIES / POLYMER									
292		03/25 AP		08/13/24	0000000 MSD ENVIRONMENTAL SERVICES, I	5,051.22		08/27/24	
					BIOSOLIDS POLYMER				
		ACCOUNT TOTAL				5,051.22	.00	5,051.22	
552-6665-436.74-06 SEWER SUPPLIES / BLDG & GR - LIFT STATIONS									
292		03/25 AP		07/24/24	0000000 POLK'S LOCK SERVICE, INC.	118.98		08/27/24	
					LOCKS FOR LIFT STATION				
		ACCOUNT TOTAL				118.98	.00	118.98	
552-6665-436.74-13 SEWER SUPPLIES / PW REPAIR EQUIP & SUPPLY									
310		03/25 AP		08/21/24	0000000 CRITEX LLC	87.80		08/27/24	
					MR MANHOLE PIN KIT				
		ACCOUNT TOTAL				87.80	.00	87.80	

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FUND 552 SEWER RENTAL FUND										
552-6665-292		436.74-27		03/25	AP 07/30/24 0000000	SEWER SUPPLIES / IOWA ONE CALL MENARDS-CEDAR FALLS PAINT FOR LOCATING	8.99			08/27/24
ACCOUNT TOTAL							8.99	.00	8.99	
552-6665-436.74-36 SEWER SUPPLIES / SUPPLIES/SANITARY SEWERS										
552-6665-292		436.74-36		03/25	AP 08/12/24 0000000	ECHO GROUP, INC.	985.60			08/27/24
552-6665-292				03/25	AP 08/08/24 0000000	AUX CONTACT KIT POLK'S LOCK SERVICE, INC.	2.25			08/27/24
552-6665-292				03/25	AP 07/18/24 0000000	LS KEY VAN METER, INC.	215.19			08/27/24
552-6665-292				03/25	AP 07/18/24 0000000	OUTLET BOX COVER LOCKING RECEPTACLE VAN METER, INC.	487.35			08/27/24
ACCOUNT TOTAL							1,690.39	.00	1,690.39	
552-6665-436.74-53 SEWER SUPPLIES / CCTV EQUIPMENT & SUPPLIES										
552-6665-292		436.74-53		03/25	AP 08/07/24 0000000	ELLIOTT EQUIPMENT CO. TV VAN EQUIPMENT	836.42			08/27/24
ACCOUNT TOTAL							836.42	.00	836.42	
552-6665-436.82-04 COMMUNICATION / RADIO										
552-6665-325		436.82-04		03/25	AP 04/29/24 0000000	ELECTRONIC ENGINEERING ALARM RADIO REISSUE CK#146355	921.85			08/27/24
ACCOUNT TOTAL							921.85	.00	921.85	
552-6665-436.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS										
552-6665-292		436.83-04		03/25	AP 08/15/24 0000000	IOWA DEPT-NATURAL RESOURCES NPDES ANNUAL RENEWAL	1,275.00			08/27/24
ACCOUNT TOTAL							1,275.00	.00	1,275.00	
552-6665-436.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
552-6665-292		436.86-01		03/25	AP 07/22/24 0000000	REPAIR & MAINTENANCE PLUMB TECH INC. BACKFLOW PREVENTOR MAINT	2,285.82			08/27/24
ACCOUNT TOTAL							2,285.82	.00	2,285.82	
552-6665-436.86-12 REPAIR & MAINTENANCE / TOWELS										
552-6665-292		436.86-12		03/25	AP 08/19/24 0000000	REPAIR & MAINTENANCE VESTIS	37.86			08/27/24

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FUND 552 SEWER RENTAL FUND									
552-6665-436.86-12 REPAIR & MAINTENANCE / TOWELS						continued			
292				03/25 AP 08/05/24	0000000 MOPS AND TOWELS VESTIS	36.86			08/27/24
ACCOUNT TOTAL						74.72	.00	74.72	
552-6665-436.86-29 REPAIR & MAINTENANCE / LAB & TESTING									
2267				12/24 AP 07/31/24	0000000 EUROFINS CEDAR FALLS MONTHLY LAB ANALYSIS	2,656.00			08/27/24
ACCOUNT TOTAL						2,656.00	.00	2,656.00	
552-6665-436.86-61 REPAIR & MAINTENANCE / REP & MAIN-LIFT STATIONS									
292				03/25 AP 08/08/24	0000000 PLUMB TECH INC.	648.35			08/27/24
292				03/25 AP 07/31/24	0000000 CH LS PLUMBING SETPOINT MECHANICAL SERVICES	139,200.00			08/27/24
ACCOUNT TOTAL						139,848.35	.00	139,848.35	
FUND TOTAL						158,577.97	.00	158,577.97	
FUND 553 2004 SEWER BOND									
FUND 555 STORM WATER UTILITY									
555-6630-432.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
302				03/25 AP 07/31/24	0000000 OFFICE EXPRESS OFFICE PRODUCT	1.90			08/27/24
302				03/25 AP 07/31/24	0000000 COPY PAPER OFFICE EXPRESS OFFICE PRODUCT	1.03			08/27/24
ACCOUNT TOTAL						2.93	.00	2.93	
555-6630-432.73-34 OTHER SUPPLIES / STORM SEWERS									
299				03/25 AP 08/14/24	0000000 BENTON'S READY MIX CONCRETE,	594.00			08/27/24
299				03/25 AP 08/06/24	0000000 FOUR WINDS SINKHOLE WHITE CAP, LP	676.25			08/27/24
248				03/25 AP 07/22/24	0000000 EROSION CONTROL FIBER ROLLS/WOOD STAKES	17.18			08/27/24
ACCOUNT TOTAL						1,287.43	.00	1,287.43	
555-6630-432.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS									

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FUND 555 STORM WATER UTILITY										
555-6630-432.92-01						STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS	continued			
290		03/25 AP		08/06/24	0000000	AECOM TECHNICAL SERVICES, INC	1,002.68			08/27/24
						3215-OLIVE ST BOX CULVERT				
						07/01-08/02/24				
PROJECT#:						023215				
290		03/25 AP		07/31/24	0000000	IOWA NORTHLAND REGIONAL CO. O	1,136.72			08/27/24
						3306-2023 STORMWATER PLAN				
						JULY EXPENSES				
PROJECT#:						023306				
						ACCOUNT TOTAL	2,139.40	.00	2,139.40	
						FUND TOTAL	3,429.76	.00	3,429.76	
FUND 570 SEWER ASSESSMENT										
FUND 606 DATA PROCESSING FUND										
606-1078-441.81-01						PROFESSIONAL SERVICES / PROFESSIONAL SERVICES				
303		03/25 AP		07/15/24	0000000	IP PATHWAYS, LLC	143.70			08/27/24
						RESTORE AFTER RANSOMWARE				
						FROM DR SITE				
						ACCOUNT TOTAL	143.70	.00	143.70	
606-1078-441.81-42						PROFESSIONAL SERVICES / CJIS OPERATION				
309		03/25 AP		08/14/24	0000000	BLACK HAWK CO.CJIS	14,378.18			08/27/24
						FY'25 1ST HALF				
						OPER.EXP. + EQUIP.				
						ACCOUNT TOTAL	14,378.18	.00	14,378.18	
606-1078-441.81-70						PROFESSIONAL SERVICES / CONTRACT SERVICES				
325		03/25 AP		08/21/24	0000000	HEARTLAND BUSINESS SYSTEMS LL	2,680.00			08/27/24
						VMWARE UPGRD SECUR.CONFIG				
						ACCOUNT TOTAL	2,680.00	.00	2,680.00	
606-1078-441.82-10						COMMUNICATION / TELEPHONE HOLDING ACCOUNT				
325		03/25 AP		08/22/24	0000000	GORDON FLESCH COMPANY	1,246.00			08/27/24
						COPIERS/ASI-24629-MPS-01				
						08/22/24-09/21/24				
						ACCOUNT TOTAL	1,246.00	.00	1,246.00	
606-1078-441.86-10						REPAIR & MAINTENANCE / SOFTWARE SUPPORT AGREEMTS				
303		03/25 AP		08/12/24	0000000	BLUEBEAM INC	151.67			08/27/24
						PDF MARKUP SOFTWARE				
325		03/25 AP		07/12/24	0000000	OAKLAND CORPORATION	31,830.00			08/27/24
						LASERFICHE SUBSCRIPTION				
						RENEWAL-10/28/24-10/27/25				
						ACCOUNT TOTAL	31,981.67	.00	31,981.67	

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FUND 606 DATA PROCESSING FUND										
606-1078-441.93-01 EQUIPMENT / EQUIPMENT										
	325			03/25	AP 08/05/24 0000000	CDW GOVERNMENT, INC. SMARTNET	7,099.00			08/27/24
						27TH ST SWITCH/PWR SUPPLY				
						ACCOUNT TOTAL	7,099.00	.00	7,099.00	
						FUND TOTAL	57,528.55	.00	57,528.55	
FUND 680 HEALTH INSURANCE FUND										
680-1902-457.51-01 INSURANCE / HEALTH INSURANCE										
	303			03/25	AP 08/01/24 0000000	PDCM INSURANCE AUGUST 2024	3,541.66			08/27/24
						BENEFITS CONSULTING SERV.				
						ACCOUNT TOTAL	3,541.66	.00	3,541.66	
						FUND TOTAL	3,541.66	.00	3,541.66	
FUND 681 HEALTH SEVERANCE										
FUND 682 HEALTH INSURANCE - FIRE										
FUND 685 VEHICLE MAINTENANCE FUND										
685-6698-446.72-05 OPERATING SUPPLIES / GAS & OIL										
	304			03/25	AP 08/19/24 0000000	NORTHLAND PRODUCTS CO. BULK FLUIDS	2,844.20			08/27/24
	304			03/25	AP 08/16/24 0000000	NORTHLAND PRODUCTS CO. DRUM CORE CREDIT		22.00		08/27/24
	310			03/25	AP 08/15/24 0000000	NORTHLAND PRODUCTS CO. SW20 BULK FLUIDS	1,285.90			08/27/24
	310			03/25	AP 08/12/24 0000000	AIRGAS USA, LLC WELDING AND CUTTING GAS	78.64			08/27/24
	310			03/25	AP 08/06/24 0000000	NORTHLAND PRODUCTS CO. USED OIL COLLECTION	86.20			08/27/24
	304			03/25	AP 08/01/24 0000000	NEXUS COOPERATIVE GASOHOL TO BLUFF ST	23,448.96			08/27/24
	253			03/25	AP 07/31/24 0000000	NAPA AUTO PARTS NAPA PARTS	824.73			08/27/24
	253			03/25	AP 07/31/24 0000000	NORTHLAND PRODUCTS CO. USED ANTIFREEZE	92.95			08/27/24
	304			03/25	AP 07/31/24 0000000	AIRGAS USA, LLC WELDING AND CUTTING GAS	102.71			08/27/24
	304			03/25	AP 07/17/24 0000000	CONSOLIDATED ENERGY COMPANY BULK DEF	1,088.82			08/27/24
						ACCOUNT TOTAL	29,853.11	22.00	29,831.11	
685-6698-446.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES										

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FUND 685 VEHICLE MAINTENANCE FUND										
685-6698-446.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES continued										
304		03/25 AP		08/12/24	0000000	CITY LAUNDERING CO. FIRST AID SUPPLIES	41.82		08/27/24	
ACCOUNT TOTAL							41.82	.00	41.82	
685-6698-446.73-04 OTHER SUPPLIES / VEHICLE SUPPLIES										
304		03/25 AP		08/07/24	0000000	LAWSON PRODUCTS, INC.	2,126.94		08/27/24	
310		03/25 AP		08/07/24	0000000	MISC SHOP SUPPLIES ECHO GROUP, INC.	269.55		08/27/24	
310		03/25 AP		08/06/24	0000000	LED LIGHTING PD02 KUSSMAUL ELECTRONICS CO., INC.	371.95		08/27/24	
253		03/25 AP		07/31/24	0000000	KUSSMAUL PARTS NAPA AUTO PARTS	38,028.03		08/27/24	
310		03/25 AP		07/31/24	0000000	NAPA PARTS MENARDS-CEDAR FALLS	2.37		08/27/24	
248		03/25 AP		07/29/24	0000000	EYE BOLT #244 FORCE AMERICA DISTRIBUTING LL	21.75		08/27/24	
304		03/25 AP		07/17/24	0000000	SHIPPING CHARGES FOR HYD VALVE 2170 CONTINENTAL RESEARCH CORP. DE GREASER	251.25		08/27/24	
ACCOUNT TOTAL							41,071.84	.00	41,071.84	
685-6698-446.86-15 REPAIR & MAINTENANCE / TIRE REPAIRS										
310		03/25 AP		08/12/24	0000000	D & D TIRE INC. #298 TIRE REPAIRED W/TUBE	60.00		08/27/24	
310		03/25 AP		08/12/24	0000000	D & D TIRE INC. #352 TIRE REPAIR	145.00		08/27/24	
ACCOUNT TOTAL							205.00	.00	205.00	
685-6698-446.87-08 RENTALS / WORK BY OUTSIDE AGENCY										
2267		12/24 AP		03/11/24	0000000	MACQUEEN EQUIPMENT #297 WING HARNESS	21,779.84		08/27/24	
310		03/25 AP		08/20/24	0000000	D & D TIRE INC. #284 DRIVE TIRES	1,800.00		08/27/24	
310		03/25 AP		08/19/24	0000000	VERMEER SALES & SERVICE, INC. #2159 REPAIR	984.00		08/27/24	
310		03/25 AP		08/15/24	0000000	D & D TIRE INC. #490 REAR TIRES	2,200.00		08/27/24	
310		03/25 AP		08/12/24	0000000	D & D TIRE INC. #490 REAR TIRES REPAIRED	400.00		08/27/24	
310		03/25 AP		08/07/24	0000000	WITHAM AUTO CENTERS #514 ALIGNMENT	141.70		08/27/24	
310		03/25 AP		08/02/24	0000000	D & D TIRE INC. #370 TIRE REPAIR	400.00		08/27/24	

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FUND 685 VEHICLE MAINTENANCE FUND									
685-6698-446.87-08 RENTALS / WORK BY OUTSIDE AGENCY						continued			
310		03/25 AP		08/02/24 0000000	D & D TIRE INC. #373 LRI	300.00			08/27/24
310		03/25 AP		07/30/24 0000000	D & D TIRE INC. #281 RIGHT FRONT	265.00			08/27/24
310		03/25 AP		07/29/24 0000000	D & D TIRE INC. #372 TIRE REPLACE/REPAIR	445.00			08/27/24
310		03/25 AP		07/26/24 0000000	RASMUSSEN CO., THE TOWED TRAILER BACK TO PW	100.00			08/27/24
310		03/25 AP		07/25/24 0000000	EVANSDALE TRUCK & TRAILER, LL #382 TRAILER REPAIR	605.00			08/27/24
310		03/25 AP		07/22/24 0000000	ALTEC INDUSTRIES, INC. #2187 BOOM MOUNT INSPECT.	751.97			08/27/24
ACCOUNT TOTAL						30,172.51	.00	30,172.51	
685-6698-446.93-01 EQUIPMENT / EQUIPMENT									
310		03/25 AP		08/21/24 0000000	SIGNS BY TOMORROW PD21 DECALS	774.00			08/27/24
310		03/25 AP		08/13/24 0000000	KELTEK INCORPORATED ADD TO VM00659 UPFITTING COST	10,259.73			08/27/24
310		03/25 AP		08/01/24 0000000	KELTEK INCORPORATED WARNING LIGHTS #601	1,274.99			08/27/24
ACCOUNT TOTAL						12,308.72	.00	12,308.72	
685-6698-446.93-04 EQUIPMENT / REFURBISH VEHICLES									
310		03/25 AP		08/12/24 0000000	KOLOR TEK IOWA LLC #412 CUT AND BUFF	450.00			08/27/24
310		03/25 AP		08/07/24 0000000	KOLOR TEK IOWA LLC #402 CUT AND BUFF	350.00			08/27/24
ACCOUNT TOTAL						800.00	.00	800.00	
FUND TOTAL						114,453.00	22.00	114,431.00	
FUND 686 PAYROLL FUND									
FUND 687 WORKERS COMPENSATION FUND									
FUND 688 LTD INSURANCE FUND									
688-1902-457.51-03 INSURANCE / LTD INSURANCE									
325		03/25 AP		08/26/24 0000000	MADISON NATIONAL LIFE INS.CO. LTD-SEPTEMBER'24	4,590.69			08/27/24
ACCOUNT TOTAL						4,590.69	.00	4,590.69	

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FUND 688 LTD INSURANCE FUND										
688-1902-457.51-04 INSURANCE / LIFE INSURANCE										
325		03/25 AP		08/26/24	0000000	MADISON NATIONAL LIFE INS.CO.	2,897.43			08/27/24
						GROUP LIFE (CITY)-SEP'24				
325		03/25 AP		08/26/24	0000000	MADISON NATIONAL LIFE INS.CO.	1,454.69			08/27/24
						GROUP LIFE (SUPP)-SEP'24				
						ACCOUNT TOTAL	4,352.12	.00	4,352.12	
						FUND TOTAL	8,942.81	.00	8,942.81	
FUND 689 LIABILITY INSURANCE FUND										
689-1902-457.51-05 INSURANCE / LIABILITY INSURANCE										
310		03/25 AP		08/14/24	0000000	DENT TEK-IOWA LLC	200.00			08/27/24
						#FD521 ROOF REPAIRS				
325		03/25 AP		05/03/24	0000000	ARTHUR J. GALLAGHER RISK MGMT	40,518.00			08/27/24
						ANNUAL BROKERAGE FEES				2024-2025
						ACCOUNT TOTAL	40,718.00	.00	40,718.00	
						FUND TOTAL	40,718.00	.00	40,718.00	
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	6,445,037.31	121.32	6,444,915.99	