

**329 Dodge Street
Buffalo Iowa 52728
AGENDA
Meeting of the Buffalo City Council
June 10, 2024
6:00pm**

1. Call Meeting to Order

2. Roll Call of Council Members

3. Pledge of Allegiance

4. Approval of Consent Agenda

- a. Claims
- b. Minutes 5/13 & 5/8
- c. Clerk Report

5. Public Input

6. Discussion & Decision

- a. Mowing Disputes/Invoices Payments
- b. Project Update-Janecek
- c. Buffalo Day and Liquor License Application
- d. Bandshell Reservations
- e. Pay Request 4 for Taylor Ridge
- f. Movie in the park Events
- g. Boat Dock
- h. Park Lease Agreement
- i. Property Tax Abatement
- j. Tony Follis Event Request

7. Tabled Items

- a. Fire Department Parking Lot
- b. Ordinance Increasing Waste Pickup Charges for residents on utility bills

8. Resolutions

- a. 2024-26 Local Option Sales Tax Transfer
- b. 2024-27 Buffalo Day Event Approval

9. Committee Reports

- a. Public Works Report
- b. Police Report
- c. Fire Department Report

d. Park Board

e. Finance ordinance Committee

f. Community Development

g. Community Center

h. Cemetery

10. Ordinances

- a. 568 increasing Waste Pickup Charges for residents
- b. 569 Nuisances
- c. 570 Abandoned Vehicle

11. Future Meetings

- a. July 08, 2024, Council Meeting

12. Adjourn

Minutes of the regular council meeting held May 13, 2024, at 6:00pm. Present council members Rachel Teel-Vanderpool, Austin Miller, Sean Roman, Trent Adams, and Mary Moore. Mayor Sally Rodriguez, Public Works Director Josh Ferkel, Police Chief TJ Behning, Fire Chief Doug Anderson (excused), Engineer Mike Janecek, Attorney William McCullough, and City Clerk Tanna Leonard (excused) were present as well.

Meeting called to order at 6:00 p.m. by Mayor Rodriguez.

Pledge of Allegiance

Consent Agenda

Motion by Adams and seconded by Roman to approve the consent agenda, with moving the Color Run to the top of the agenda. Carried unanimously.

Public Input

Mayor Rodriguez had the following for public input:

Thanks to Jerry, from Public Works, and Judy, for their hard work on the concession stand. I have received many positive comments about it.

City wide garage sale is May 31-Jun 1, 2024. Call city hall to be added to the map.

Remember if you need the police, please call 911, don't put on Facebook.

Color Run

Members of Buffalo PTA presented the council with a map for the 5K color run, scheduled for May 16, 5:30-7:30 pm. They requested to have the participants go South on Jefferson (from the school), then East on 2nd Street, then North on Dodge Street (to city hall), then return the same path back. They have volunteers who will be positioned throughout the course. Chief Behning and J. Ferkel had no issue with the proposed run, as public works will put out the barricades. If there is a weather issue, the run will take place next Thursday. Motion by Teel-Vanderpool and seconded by Adams to approve closing the streets for the color run. Motion carried unanimously.

Project Updates Janecek

Mike Janecek discussed the following:

Street Scape - He stated that he can finalize the plans, based on doing the blocks, then send them forward to DOT for approval. The council asked to see the plans prior to sending them to DOT. Motion by Roman and seconded by Teel-Vanderpool to approve

finalizing the plans and having council review prior to sending to DOT. Motion carried unanimously.

Dodge Street - the punch list was finalized, and everything is good to go.

Fire Hydrants - the fire hydrants are finished, except for receiving 4 risers and the seeding.

Overlay - is still on hold, until council states to move forward with that project.

Fire Department Parking Lot

Ferkel presented 3 quotes for replacing the front parking at the fire station. The council discussed the estimates and where the money would come from. Ferkel stated that the tile also needed to be completed, as when it was completed previously it was not done correctly, as they could see when they took off the manhole cover. The tiling was completed in 2015. Only one of the quotes had replaced the tile, which was \$68,065.30, and the other 2 quotes were \$46,487 and \$30,576. It was asked about cold patching, which would only cost approximately \$2,000, which was stated would last for several years. Motion by Roman to table this to have more information, as far as where the money would come from, seconded by Teel-Vanderpool. Motion carried unanimously.

Cigarette Permits Johnson Oil Shell Station and Casey's

Motion by Adams and seconded by Roman to approve the permits. Motion carried unanimously.

Union Contract

Mr. McCullough discussed the changes in the contract, which expires on Jun 30, 2024, and the new contract will be good for 3 years. Mayor Rodriguez stated that we are still waiting on the insurance costs. Motion by Adams to approve the contract, pending the insurance costs, seconded by Moore. Motion carried with Teel-Vanderpool voting "no".

Bid Opening for Pump

Mayor Rodriguez opened the 2 sealed bids for the pump. One bid was \$100, and the other bid was \$700. Motion by Miller to accept the \$700 bid, seconded by Roman. Motion carried with Adams abstaining due to conflict of interest.

Garbage Waste Pickup Contract

Teel-Vanderpool and Miller stated that they reviewed the contracts and decided to go with Republic. Miller mentioned that since we were looking at saving money, would be a reason to go with Overton. Roman reviewed Overton's Facebook page stating delays in pickups

and stated he wanted a company that had reliability. Motion by Teel-Vanderpool to stay with Republic, seconded by Roman. Motion carried with Miller voting "no".

Community Development - Memorial Day

A. Gadzik stated that she is putting together a party on the beach (across from Boondocks) on Memorial Day, from 12:00-6:00 pm. The event will have a DJ, volleyball, bags, food options from local businesses, and karaoke. She stated that community development is going to pay for the costs of the DJ/karaoke. She has received some donations from businesses and folks which will be used to help with the costs. A. Gadzik also thanked Tina Yoder for volunteering her time and money to plant flowers, lay down mulch and rocks by the war memorial on the beach. Motion by Moore to authorize up to \$1,000 from Community Development funds, seconded by Teel-Vanderpool. Motion carried unanimously.

Grave Marker Placement for Veteran

Roman stated that a resident had requested to have a Vet marker at the foot of the grave site. Motion by Roman to approve, if it is in accordance with 3-5.16 and that the ordinance should be updated to authorize these markers in the future, seconded by Moore. Motion carried unanimously.

Sandbagging Machine Sale

Mayor Rodriguez stated that the council had agreed to sell this machine, but since then Ferkel found out that the sandbag machine he was looking to buy is not available, as they are not making it anymore. Discussion was on if there is a way to have the device put less sand in the bags. Ferkel is going to try and see if it will work, and several council members also wanted to see the demonstration. Motion by Moore to table this until it is determined it will not work, seconded by Adams. Motion carried unanimously.

3M PFAS Settlement

Mr. McCullough stated that when the council originally discussed last fall, it was some litigation with 3M and there is a settlement to make claims against that damage. The time to file a claim is going to expire later this summer. He said that he and Ferkel would have to put the documentation together and submit it by July 2024. The law firm handling the settlement would receive 25 percent of the amount. Motion by Moore to have the documentation sent in, seconded by Roman. Motion carried unanimously.

Nuisance Abatement Process

Mayor Rodriguez stated that the city is receiving many complaints about yards having tires, old lawn mowers, and other miscellaneous stuff piled in their yards. Roman stated he has

been looking at other town's ordinances and has been going through them, plans on coming up with a new ordinance. Motion by Adams to send this to the ordinance committee, seconded by Roman. Motion carried unanimously.

Ordinances

a. 568 Increasing Waste Pickup Charges for residents on utility bills - The council discussed the recent rate increases to utilities/property taxes, as well as how other cities pay for the waste pickup. Roman stated that he would like to see the data on how much the residents utilities and property tax has gone up, prior to deciding. Motion by Adams to table until the council receives the info, seconded by Miller. Motion carried unanimously.

b. 569 Nuisances - Motion by Teel-Vanderpool to table this until after the ordinance committee reviews, seconded by Miller. Motion carried unanimously.

Cemetery

Roman mentioned that they were trying to get 150 Veteran's Markers placed by Memorial Day.

Future Meetings

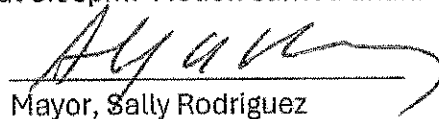
Regular Council meeting on Jun 10, 2024, at 6:00 pm.
Community Center on May 14, 2024, at 5:00 pm.
Community Development on May 15, 2024, at 6:00 pm.
Ordinance Committee on June 3, 2024, at 6:00 pm.

Tree Donation

Mr. Al Shafer addressed the council stating that he wanted to donate 2 trees to Buffalo, from his mother's passing. He said he does not have room for them at his location but thought it would be good to put them in the park where family members could see it. Ferkel said that they could plant the trees in the park.

Adjourn

Motion by Moore, seconded by Miller to adjourn at 8:06pm. Motion carried unanimously.



Mayor, Sally Rodriguez



Attest: City Clerk, Tanna Leonard

CLAIMS REPORT

| VENDOR | REFERENCE | AMOUNT |
|--------------------------------|---------------------------------|--------------|
| 424 WARNING SYSTEMS LLC | install for white 2023 Tahoe | \$ 20,064.54 |
| 7G DISTRIBUTING | Alcohol Purchase | \$ 368.80 |
| 7G DISTRIBUTING | alcohol | \$ 368.80 |
| A & A AIR COND & REFRIG | Ice Machine Rental | \$ 105.00 |
| ACUREN INSPECTIONS | inspections on line tools truck | \$ 840.00 |
| ADVANCED Business Systems | copier contract | \$ 105.00 |
| AFLAC | Aflac | \$ 233.20 |
| ALLTEST | Drug Testing | \$ 410.00 |
| ARNOLD MOTOR SUPPLY | concession stand | \$ 104.41 |
| ASSURED PARTNERS | 2023 Chevy Tahoe | \$ 1,354.00 |
| BLESSING JUDY | concession stand start up | \$ 150.00 |
| BLESSING JUDY | brats for concession stand | \$ 40.08 |
| BLESSING JUDY | concession stand refill | \$ 99.00 |
| Elan Financial Services | postcard stamps | \$ 599.88 |
| Central States Funds | HEALTH INSUR. | \$ 19,044.00 |
| Buffalo, City of | utilities | \$ 263.04 |
| COLUMN SOFTWARE PBC | April 10 minutes | \$ 163.27 |
| COLUMN SOFTWARE PBC | April 10 minutes | \$ 18.54 |
| Culligan of the Quad Cities | conditioner rental | \$ 28.75 |
| IRS | FED/FICA TAX | \$ 3,304.82 |
| IRS | FED/FICA TAX | \$ 2,989.28 |
| IRS | FED/FICA TAX | \$ 3,054.59 |
| IRS | FED/FICA TAX | \$ 3,039.74 |
| IRS | FED/FICA TAX | \$ 2,888.30 |
| FORTE CREDIT CARD | FEES FOR PROCESSING ECHCK | \$ 52.33 |
| FORTE CREDIT CARD | FEES FOR PROCESSING ECHCK | \$ 42.89 |
| FREDS TOWING INC | tow 2018 Tahoe | \$ 98.43 |
| HAHN READY MIX | blocks for salt storage | \$ 1,265.00 |
| HAWKINS INC | chlorine bottle rental | \$ 110.00 |
| Hempel Pipe and Supply | broken valve | \$ 302.60 |
| IA CHILD SUPPORT Recovery Unit | CHILD SUPPORT | \$ 54.81 |
| IA CHILD SUPPORT Recovery Unit | CHILD SUPPORT | \$ 54.81 |
| IA CHILD SUPPORT Recovery Unit | CHILD SUPPORT | \$ 54.81 |
| IA CHILD SUPPORT Recovery Unit | CHILD SUPPORT | \$ 54.81 |
| IA CHILD SUPPORT Recovery Unit | CHILD SUPPORT | \$ 54.81 |
| IA FIRE CHIEFS ASSOCIATION | Fire Chief membership | \$ 25.00 |
| IA IL TERMITE & PEST CONL | BAC bug spray | \$ 89.00 |
| Iowa Law Enforcement Academy | wilsons de-escalation | \$ 50.00 |
| Iowa Law Enforcement Academy | wilsons de-escalation | \$ 30.00 |
| Iowa Prison Industries | street signs | \$ 1,171.80 |

| | | |
|-----------------------------|-------------------------------------|-------------|
| Iowa Workforce Development | unemployment | |
| IAMU | dues | \$ 595.00 |
| IOWA BEVERAGE | IBEV Alcohol Purchases | \$ 236.40 |
| Iowa DNR | Laboratory application | \$ 400.00 |
| IMEG | CIP water engineering | \$ 299.00 |
| IMEG | CIP water engineering | \$ 4,559.00 |
| Interstate Batteries | battery | \$ 120.95 |
| INTOXIMETERS | mouthpieces, wrist straps | \$ 415.00 |
| IOWA INSURANCE DIVISION | Annual Report Fee | \$ 80.00 |
| IOWA INSURANCE DIVISION | Cemetery Report Payment Fee | \$ 1.00 |
| Iowa One Call | Iowa one call | \$ 22.50 |
| IPERS | POLICE IPERS | \$ 8,431.70 |
| IPERS | IPERS | \$ 8,431.70 |
| JOHN DEERE FINANCIAL | uniform allowance Derrickson | \$ 417.92 |
| KEVIN KOBERG | deposit refund | \$ 100.00 |
| LIBERTY TREE SERVICE | line clearing | \$ 2,550.00 |
| MARTIN & WHITACRE | engineering | \$ 651.70 |
| McCullough, William | attorney fees | \$ 1,950.00 |
| MEDIACOM | internet, phone | \$ 1,873.28 |
| MEGHAN MARTIN | BAC cleaning | \$ 605.00 |
| MENARDS - MUSCATINE | concession stand | \$ 337.71 |
| MENARDS - MUSCATINE | flapper, valve, pvc cap, foundation | \$ 224.72 |
| MENARDS - MUSCATINE | concession stand | \$ 147.86 |
| MID AMERICAN | street light | \$ 37.92 |
| MID AMERICAN | BAC | \$ 1,724.99 |
| MID AMERICAN | sewer | \$ 1,615.27 |
| MID AMERICAN | BAC | \$ 614.68 |
| Panther Uniforms Inc | uniform allowance TJ | \$ 39.95 |
| PS3 Enterprises Inc | park | \$ 459.00 |
| QC Analytical Services | tests | \$ 1,416.00 |
| Quad City Times | FY25 proposed budget | \$ 162.92 |
| R.P. LUMBER | tape, dowel, key | \$ 105.02 |
| Racom Corporation | removal of radio from ladder | \$ 210.00 |
| REBECCA HAYES | deposit refund | \$ 100.00 |
| REGALIA | flags | \$ 370.00 |
| Republic Services #400 | garbage | \$ 7,557.30 |
| Republic Services #400 | trash | \$ 7,557.30 |
| Treasurer, State Of Iowa | Sales Tax | \$ 951.68 |
| Treasurer, State Of Iowa | Sales Tax | \$ 886.67 |
| Treasurer, State Of Iowa | Sales Tax | \$ 1,838.35 |
| SARAH SCHUTTERS | deposit return | \$ 100.00 |
| SE National Bank-BUFFALO BR | Incoming Wire Fee | \$ 10.00 |
| SE National Bank-BUFFALO BR | Service Charges ACH | \$ 10.00 |

| | | |
|------------------------------|--------------------------------|---------------|
| Treasurer, State Of Iowa | STATE TAXES | \$ 1,956.25 |
| Treasurer, State Of Iowa | STATE TAXES | \$ 1,956.25 |
| TC AUTO | 2018 Tahoe water pump | \$ 921.63 |
| TRI-CITY ELECTRIC COMPANY | well #1 service call wont turn | \$ 162.61 |
| TYLER DEVOL | boots | \$ 69.99 |
| UnityPoint-Occupational Med. | Derrickson drug test | \$ 42.00 |
| UNITYPOINT HEALTH | EMR books | \$ 1,650.00 |
| VERIZON | phones, laptop | \$ 368.40 |
| Visa | evaporator sensor | \$ 309.00 |
| WEX BANK | fuel | \$ 2,975.34 |
| WINSOR GROUP CONSULTING | 3 phase deposit refund | \$ 625.98 |
| Accounts Payable Total | | \$ 120,166.78 |

| | |
|--------------------------|---------------|
| General Fund | \$ 81,710.52 |
| COMMUNITY CENTER | \$ 2,270.12 |
| Road Use Tax Fund | \$ 2,162.24 |
| 2024 Bond Proceeds | \$ 10.00 |
| Water Utility Fund | \$ 9,804.29 |
| Sewer Utility Fund | \$ 11,771.97 |
| Electric Utility Fund | \$ 12,435.76 |
| Storm Water Utility Fund | \$ 1.88 |
| TOTAL FUNDS | \$ 120,166.78 |

Revenues January

| | |
|--------------------------|--------------|
| General Fund | \$63,153.91 |
| Community Center | \$2,562.00 |
| Road Use Tax Fund | \$13,766.96 |
| Employee Benefit Fund | \$737.41 |
| Community Development | \$5,481.53 |
| Debt Service Fund | \$120.02 |
| Port Security Grant | \$ 29,928.62 |
| Water Utility Fund | \$11,866.60 |
| Sewer Utility Fund | \$14,451.76 |
| Electric Utility Fund | \$40,532.36 |
| Storm Water Utility Fund | \$486.15 |

Revenues February

| | |
|------------------------|-------------|
| General Fund | \$50,603.49 |
| Community Center | \$7,571.00 |
| Road Use Tax Fund | \$12,110.85 |
| Employee Benefit Fund | \$591.23 |
| Local Option Sales Tax | \$27,701.89 |
| Community Development | \$6,925.46 |

Debt Service \$96.23
Water Utility \$14,373.05
Sewer Utility \$17,110.78
Electric Utility \$51,973.04
Storm Water Utility \$684.44

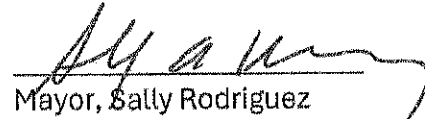
Minutes of the Council Meeting Steering Committee Comprehensive Plan meeting held May 8, 2024, at 6:00pm.

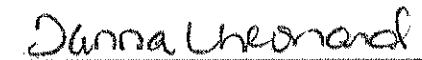
Meeting called to order by Mayor Rodriguez at 6:00 pm. Present were R. Teel-Vanderpool, A. Miller, S. Roman, T. Adams, D. Harland, S. Thornton, J. Mathis, C. Thorton, and A. Gadzik.

Comprehensive Plan - G. McCullough, from Bi-State Regional Commission, lead the steering group through the following items, with discussion with the group: Welcome and introduction; basis for comprehensive planning; scope of work, deliverables and timeline; plan content; next steps and preparations for public input meeting; steering committee exercise; and public comments.

Adjourn

Motion by Adams and seconded by Roman to adjourn the meeting at 7:21pm. Motion carried unanimously.


Mayor, Sally Rodriguez


Tanna Leonard, City Clerk

CLAIMS REPORT
 Check Range: 5/14/2024- 6/10/2024

| VENDOR NAME | REFERENCE | AMOUNT | VENDOR TOTAL | CHECK# | CHECK DATE |
|--------------------------------|--------------------------------|-----------|--------------------|---------|------------|
| 7G DISTRIBUTING | Alcohol Purchase | 533.75 | 90101272 | 5/20/24 | |
| 7G DISTRIBUTING | alcohol | 149.90 | 683.65 90101283 | 6/03/24 | |
| A & A AIR COND & REFRIG | Ice Machine Rental | | 210.00 25607 | 6/10/24 | |
| AFLAC | Aflac | | 291.50 90101281 | 5/29/24 | |
| ALEX AIR APPARATUS INC | nozzle,ball shutoff,coupler, | | 1,734.47 25608 | 6/10/24 | |
| Altorfer Inc | slidsteer repair,cover,plate | | 198.27 25609 | 6/10/24 | |
| ASSURED PARTNERS | liability audit, work comp | | 3,558.00 25610 | 6/10/24 | |
| Elan Financial Services | replacement refrigeration unit | | 4,380.16 25600 | 5/23/24 | |
| Central States Funds | HEALTH INSUR. | 3,808.80 | 90101269 | 5/16/24 | |
| Central States Funds | HEALTH INSUR. | 3,808.80 | 90101273 | 5/23/24 | |
| Central States Funds | HEALTH INSUR. | 3,808.80 | 90101276 | 5/30/24 | |
| Central States Funds | HEALTH INSUR. | 3,808.80 | 90101286 | 6/06/24 | |
| Central States Funds | HEALTH INSUR. | | 15,235.20 | | |
| Buffalo, City of | utilities | | 272.64 25611 | 6/10/24 | |
| COLUMN SOFTWARE PBC | comprehensive plan | | 18.54 25612 | 6/10/24 | |
| DECCO | locate park power | | 544.50 25613 | 6/10/24 | |
| Double "H" Entertainment | Beach Party | 400.00 | 25595 | 5/21/24 | |
| Double "H" Entertainment | Memorial Beach Party Bash | 100.00 | 500.00 25604 | 6/03/24 | |
| IRS | FED/FICA TAX | 3,120.37 | 90101270 | 5/16/24 | |
| IRS | FED/FICA TAX | 2,971.88 | 90101274 | 5/23/24 | |
| IRS | FED/FICA TAX | 2,947.55 | 90101279 | 5/30/24 | |
| IRS | FED/FICA TAX | 3,277.79 | 12,317.59 90101287 | 6/06/24 | |
| ERA | tests | | 455.82 25614 | 6/10/24 | |
| Fletcher-Reinhardt Company | CROSSARMS & PEDESTELS | | 774.00 25615 | 6/10/24 | |
| Hach Company | testing supplies | | 1,053.47 25616 | 6/10/24 | |
| HAWKINS INC | chlorine bottle rent | | 110.00 25617 | 6/10/24 | |
| IA CHILD SUPPORT Recovery Unit | CHILD SUPPORT | 54.81 | 90101271 | 5/16/24 | |
| IA CHILD SUPPORT Recovery Unit | CHILD SUPPORT | 54.81 | 90101275 | 5/23/24 | |
| IA CHILD SUPPORT Recovery Unit | CHILD SUPPORT | 54.81 | 90101280 | 5/30/24 | |
| IA CHILD SUPPORT Recovery Unit | CHILD SUPPORT | 54.81 | 219.24 90101288 | 6/06/24 | |
| IA IL TERMITE & PEST CONL | BAC bug treatment | | 178.00 25618 | 6/10/24 | |
| Iowa Law Enforcement Academy | LEO in-service training | | 30.00 25619 | 6/10/24 | |
| Iowa Workforce Development | unemployment | | | | |
| IPERS | POLICE IPERS | 10,033.09 | 90101277 | 5/30/24 | |
| IPERS | IPERS | | 10,033.09 | | |
| MARTIN & WHITACRE | streetscape phase 1 | | 6,168.35 25620 | 6/10/24 | |
| McCullough, William | attorney fees | | 250.00 25621 | 6/10/24 | |
| MEGHAN MARTIN | BAC cleaning | | 605.00 25622 | 6/10/24 | |
| MENARDS - MUSCATINE | new light | | 147.86 25623 | 6/10/24 | |
| METERING & TECHNOLOGY SOL | meter top plates | | 486.40 25624 | 6/10/24 | |
| MID AMERICAN | sewer | | 1,593.35 25589 | 5/14/24 | |
| PS3 Enterprises Inc | handicap | | 314.50 25625 | 6/10/24 | |
| QC Analytical Services | water operator | | 666.00 25626 | 6/10/24 | |
| Quad City Times | proof of water quality report | | 258.20 25627 | 6/10/24 | |
| R.P. LUMBER | sawzall blades to cut trees | | 21.99 25628 | 6/10/24 | |
| ROBERT MCCLELLAN | Beach party Karaoke DJ | | 200.00 25596 | 5/21/24 | |
| Resale Power Group of Iowa | electricity | 29,028.75 | 25592 | 5/15/24 | |
| Resale Power Group of Iowa | electricity | 36,993.92 | 66,022.67 25629 | 6/10/24 | |
| SAFE BUILDING LLC | inspections | | 250.00 25630 | 6/10/24 | |
| Treasurer, State Of Iowa | Sales Tax | 859.34 | 90101284 | 6/03/24 | |
| Treasurer, State Of Iowa | Sales Tax | 896.02 | 90101285 | 6/03/24 | |
| Treasurer, State Of Iowa | water sales tax | | 1,755.36 | | |
| SCOTT COUNTY SHERIFF | booking fees | | 100.00 25631 | 6/10/24 | |
| SE National Bank-BUFFALO BR | Service Charges ACH | | | | |

**CLAIMS REPORT
CLAIMS FUND SUMMARY**

FUND NAME **AMOUNT**

| | | |
|-------|--------------------------|------------|
| 001 | General Fund | 37,561.74 |
| 002 | Buffalo Days | 544.50 |
| 006 | COMMUNITY CENTER | 1,699.08 |
| 110 | Road Use Tax Fund | 1,850.72 |
| 147 | COMMUNITY DEVELOPMENT | 5,374.00 |
| 303 | 2024 Bond Proceeds | 300.00 |
| 600 | Water Utility Fund | 8,830.63 |
| 610 | Sewer Utility Fund | 14,540.80 |
| 630 | Electric Utility Fund | 74,709.99 |
| 740 | Storm Water Utility Fund | 2.02 |
| ----- | | |
| | TOTAL FUNDS | 145,413.48 |

CLAIMS REPORT
Check Range: 5/14/2024- 6/10/2024

| VENDOR NAME | REFERENCE | AMOUNT | VENDOR TOTAL | CHECK# | CHECK DATE |
|--------------------------------|-------------------------------|-----------|--------------|----------|------------|
| Liabilities | | | | | |
| AFLAC | Aflac | | 291.50 | 90101281 | 5/29/24 |
| Central States Funds | HEALTH INSUR. | 3,808.80 | 90101269 | | 5/16/24 |
| Central States Funds | HEALTH INSUR. | 3,808.80 | 90101273 | | 5/23/24 |
| Central States Funds | HEALTH INSUR. | 3,808.80 | 90101276 | | 5/30/24 |
| Central States Funds | HEALTH INSUR. | 3,808.80 | 90101286 | | 6/06/24 |
| Central States Funds | HEALTH INSUR. | | 15,235.20 | | |
| IRS | FED/FICA TAX | 3,120.37 | 90101270 | | 5/16/24 |
| IRS | FED/FICA TAX | 2,971.88 | 90101274 | | 5/23/24 |
| IRS | FED/FICA TAX | 2,947.55 | 90101279 | | 5/30/24 |
| IRS | FED/FICA TAX | 3,277.79 | 12,317.59 | 90101287 | 6/06/24 |
| IA CHILD SUPPORT Recovery Unit | CHILD SUPPORT | 54.81 | 90101271 | | 5/16/24 |
| IA CHILD SUPPORT Recovery Unit | CHILD SUPPORT | 54.81 | 90101275 | | 5/23/24 |
| IA CHILD SUPPORT Recovery Unit | CHILD SUPPORT | 54.81 | 90101280 | | 5/30/24 |
| IA CHILD SUPPORT Recovery Unit | CHILD SUPPORT | 54.81 | 219.24 | 90101288 | 6/06/24 |
| IPERS | POLICE IPERS | 10,033.09 | 90101277 | | 5/30/24 |
| IPERS | IPERS | | 10,033.09 | | |
| Treasurer, State Of Iowa | STATE TAXES | 2,272.82 | 90101278 | | 5/30/24 |
| Treasurer, State Of Iowa | Unclaimed Property | 85.43 | 90101282 | | 5/30/24 |
| Treasurer, State Of Iowa | STATE TAXES | | 2,358.25 | | |
| | 050 Liabilities TOTAL | | 40,454.87 | | |
| Police Department | | | | | |
| ASSURED PARTNERS | liability audit, work comp | 249.06 | 25610 | | 6/10/24 |
| Elan Financial Services | vacuum cleaner | 59.00 | 25600 | | 5/23/24 |
| Iowa Law Enforcement Academy | LEO in-service training | 30.00 | 25619 | | 6/10/24 |
| MENARDS - MUSCATINE | new light | 147.86 | 25623 | | 6/10/24 |
| SCOTT COUNTY SHERIFF | booking fees | 100.00 | 25631 | | 6/10/24 |
| TC AUTO | 2023 F150 oil change | 69.60 | 25632 | | 6/10/24 |
| THE PRINTING STORE | golf cart, abandoned vehicle | 125.50 | 25633 | | 6/10/24 |
| Uniform Den | pullover Jay Wilson | 277.49 | 25634 | | 6/10/24 |
| VERIZON | phones laptops | 294.82 | 25636 | | 6/10/24 |
| WEX BANK | fuel | 1,510.54 | 25638 | | 6/10/24 |
| | 110 Police Department TOTAL | | 2,863.87 | | |
| Fire Department | | | | | |
| ALEX AIR APPARATUS INC | nozzle,ball shutoff,coupler, | 1,734.47 | 25608 | | 6/10/24 |
| ASSURED PARTNERS | liability audit, work comp | 533.70 | 25610 | | 6/10/24 |
| WEX BANK | fuel | 223.60 | 25638 | | 6/10/24 |
| | 150 Fire Department TOTAL | | 2,491.77 | | |
| Building Inspection | | | | | |
| SAFE BUILDING LLC | inspections | 250.00 | 25630 | | 6/10/24 |
| | 170 Building Inspection TOTAL | | 250.00 | | |
| Streets | | | | | |
| Altorfer Inc | slidsteer repair,cover,plate | 198.27 | 25609 | | 6/10/24 |
| ASSURED PARTNERS | liability audit, work comp | 320.22 | 25610 | | 6/10/24 |
| Elan Financial Services | phone case | 13.71 | 25600 | | 5/23/24 |
| Central States Funds | zach's 8 weeks | | | | |

CLAIMS REPORT
 Check Range: 5/14/2024- 6/10/2024

| VENDOR NAME | REFERENCE | AMOUNT | VENDOR TOTAL | CHECK# | CHECK DATE |
|-----------------------------|------------------------------------|----------|--------------|----------|------------|
| MARTIN & WHITACRE | engineering, Kautz, meetings | 1,494.35 | 25620 | 6/10/24 | |
| R.P. LUMBER | sawzall blades to cut trees | 21.99 | 25628 | 6/10/24 | |
| VERIZON | phones laptops | 165.64 | 25636 | 6/10/24 | |
| Visa | ag spraying book | 45.07 | 25637 | 6/10/24 | |
| WEX BANK | fuel | 1,711.44 | 25638 | 6/10/24 | |
| | | ----- | | | |
| | 210 Streets TOTAL | 3,970.69 | | | |
| Parks | | | | | |
| ASSURED PARTNERS | liability audit, work comp | 177.90 | 25610 | 6/10/24 | |
| Elan Financial Services | concession stand food | 1,130.82 | 25600 | 5/23/24 | |
| PS3 Enterprises Inc | handicap | 314.50 | 25625 | 6/10/24 | |
| | | ----- | | | |
| | 430 Parks TOTAL | 1,623.22 | | | |
| BAC | | | | | |
| ASSURED PARTNERS | liability audit, work comp | 604.86 | 25610 | 6/10/24 | |
| Elan Financial Services | 2 trash bags | 199.05 | 25600 | 5/23/24 | |
| IA IL TERMITE & PEST CONL | BAC bug treatment | 178.00 | 25618 | 6/10/24 | |
| MEGHAN MARTIN | BAC cleaning | 605.00 | 25622 | 6/10/24 | |
| | | ----- | | | |
| | 460 BAC TOTAL | 1,586.91 | | | |
| Community Center | | | | | |
| 7G DISTRIBUTING | Alcohol Purchase | 533.75 | 90101272 | 5/20/24 | |
| 7G DISTRIBUTING | alcohol | 149.90 | 683.65 | 90101283 | 6/03/24 |
| A & A AIR COND & REFRIG | Ice Machine Rental | 210.00 | 25607 | 6/10/24 | |
| ASSURED PARTNERS | liability audit, work comp | 106.74 | 25610 | 6/10/24 | |
| Elan Financial Services | straws, cups | 191.19 | 25600 | 5/23/24 | |
| Buffalo, City of | utilities | 272.64 | 25611 | 6/10/24 | |
| | | ----- | | | |
| | 470 Community Center TOTAL | 1,464.22 | | | |
| BUFFALO DAYS | | | | | |
| DECCO | locate park power | 544.50 | 25613 | 6/10/24 | |
| | | ----- | | | |
| | 499 BUFFALO DAYS TOTAL | 544.50 | | | |
| COMMUNITY BEAUTIFICATION | | | | | |
| Double "H" Entertainment | Beach Party | 400.00 | 25595 | 5/21/24 | |
| Double "H" Entertainment | Memorial Beach Party Bash | 100.00 | 500.00 | 25604 | 6/03/24 |
| MARTIN & WHITACRE | streetscape phase 1 | 4,674.00 | 25620 | 6/10/24 | |
| ROBERT MCCLELLAN | Beach party Karaoke DJ | 200.00 | 25596 | 5/21/24 | |
| | | ----- | | | |
| | 510 COMMUNITY BEAUTIFICATION TOTAL | 5,374.00 | | | |
| Clerk, Treasurer, | | | | | |
| Elan Financial Services | stamps | 237.00 | 25600 | 5/23/24 | |
| SE National Bank-BUFFALO BR | Service Charges ACH | | | | |
| | | ----- | | | |
| | 620 Clerk, Treasurer, TOTAL | 237.00 | | | |

CLAIMS REPORT
 Check Range: 5/14/2024- 6/10/2024

| VENDOR NAME | REFERENCE | AMOUNT | VENDOR TOTAL | CHECK# | CHECK DATE |
|----------------------------|--------------------------------|-----------|--------------|---------|------------|
| Legal Services | | | | | |
| COLUMN SOFTWARE PBC | comprehensive plan | 18.54 | 25612 | 6/10/24 | |
| McCullough, William | attorney fees | 250.00 | 25621 | 6/10/24 | |
| Quad City Times | proof of water quality report | 258.20 | 25627 | 6/10/24 | |
| | | ----- | | | |
| | 640 Legal Services TOTAL | | 526.74 | | |
| City Hall | | | | | |
| ASSURED PARTNERS | liability audit, work comp | 284.64 | 25610 | 6/10/24 | |
| Elan Financial Services | files | 29.39 | 25600 | 5/23/24 | |
| | | | ----- | | |
| | 650 City Hall TOTAL | | 314.03 | | |
| OTHER GENERAL GOVT | | | | | |
| UMB BANK, N.A. | fees for bonds | 300.00 | 25594 | 5/20/24 | |
| | | | ----- | | |
| | 699 OTHER GENERAL GOVT TOTAL | | 300.00 | | |
| Water | | | | | |
| ASSURED PARTNERS | liability audit, work comp | 426.96 | 25610 | 6/10/24 | |
| Central States Funds | zach's 8 weeks | | | | |
| HAWKINS INC | chlorine bottle rent | 110.00 | 25617 | 6/10/24 | |
| METERING & TECHNOLOGY SOL | meter top plates | 486.40 | 25624 | 6/10/24 | |
| QC Analytical Services | water operator | 666.00 | 25626 | 6/10/24 | |
| Treasurer, State Of Iowa | Sales Tax | 896.02 | 90101285 | 6/03/24 | |
| Treasurer, State Of Iowa | Sales Tax | 896.02 | | | |
| THE DASCHER COMPANY | appraisal water & waste water | 2,250.00 | 25593 | 5/20/24 | |
| VAN WERT COMPANY | 2" meter | 1,388.67 | 25635 | 6/10/24 | |
| | | | ----- | | |
| | 810 Water TOTAL | | 6,224.05 | | |
| Sewer | | | | | |
| ASSURED PARTNERS | liability audit, work comp | 426.96 | 25610 | 6/10/24 | |
| Elan Financial Services | replacement refrigeration unit | 2,520.00 | 25600 | 5/23/24 | |
| Central States Funds | zach's 8 weeks | | | | |
| ERA | tests | 455.82 | 25614 | 6/10/24 | |
| Hach Company | testing supplies | 1,053.47 | 25616 | 6/10/24 | |
| MID AMERICAN | sewer | 1,593.35 | 25589 | 5/14/24 | |
| Treasurer, State Of Iowa | Sales Tax | 221.55 | 90101284 | 6/03/24 | |
| Treasurer, State Of Iowa | Sales Tax | 221.55 | | | |
| THE DASCHER COMPANY | appraisal water & waste water | 2,250.00 | 25593 | 5/20/24 | |
| | | | ----- | | |
| | 815 Sewer TOTAL | | 8,521.15 | | |
| Electric | | | | | |
| ASSURED PARTNERS | liability audit, work comp | 426.96 | 25610 | 6/10/24 | |
| Central States Funds | zach's 8 weeks | | | | |
| Fletcher-Reinhardt Company | CROSSARMS & PEDESTELS | 774.00 | 25615 | 6/10/24 | |
| Iowa Workforce Development | unemployment | | | | |
| Resale Power Group of Iowa | electricity | 29,028.75 | 25592 | 5/15/24 | |
| Resale Power Group of Iowa | electricity | 36,993.92 | 66,022.67 | 25629 | 6/10/24 |
| Treasurer, State Of Iowa | Sales Tax | 635.77 | 90101284 | 6/03/24 | |
| Visa | flood pump tenders | 179.06 | 25637 | 6/10/24 | |
| WINSOR GROUP CONSULTING | 3 phase deposit refund | 625.98 | 25639 | 6/10/24 | |

CLAIMS REPORT
Check Range: 5/14/2024- 6/10/2024

| VENDOR NAME | REFERENCE | AMOUNT | VENDOR TOTAL | CHECK# | CHECK DATE |
|---|------------------------|------------|--------------|---------|------------|
| | 820 Electric TOTAL | 68,664.44 | | | |
| Storm Water Treasurer, State Of Iowa | Sales Tax | 2.02 | 90101284 | 6/03/24 | |
| | 865 Storm Water TOTAL | 2.02 | | | |
| | Accounts Payable Total | 145,413.48 | | | |

**CLAIMS REPORT
CLAIMS FUND SUMMARY**

FUND NAME **AMOUNT**

| | | |
|-------|--------------------------|------------|
| 001 | General Fund | 37,561.74 |
| 002 | Buffalo Days | 544.50 |
| 006 | COMMUNITY CENTER | 1,699.08 |
| 110 | Road Use Tax Fund | 1,850.72 |
| 147 | COMMUNITY DEVELOPMENT | 5,374.00 |
| 303 | 2024 Bond Proceeds | 300.00 |
| 600 | Water Utility Fund | 8,830.63 |
| 610 | Sewer Utility Fund | 14,540.80 |
| 630 | Electric Utility Fund | 74,709.99 |
| 740 | Storm Water Utility Fund | 2.02 |
| ----- | | |
| | TOTAL FUNDS | 145,413.48 |



Contractor's Application for Payment No. 4 (FINAL)

| | |
|---|---|
| Application Period: May-24 | Application Date: 6/3/2024 |
| From (Contractor): Taylor Ridge Paving & Construction Co. | Via (Engineer): Martin & Whitacre Surveyors & Engineers, Inc. |
| Contract: 8907 | Engineer's Project No.: 8907 |
| To (Owner): City of Buffalo, LA | |
| Project: Dodge Street Mill & Overlay | |
| Owner's Contract No.: 8907 | |

**Application For Payment
Change Order Summary**

| Approved Change Orders Number | Additions | Deductions | 1. ORIGINAL CONTRACT PRICE |
|-------------------------------|-------------|---|--|
| 1 | \$23,825.00 | | \$ 148,000.00 |
| | | | 2. Net change by Change Orders..... \$ 23,825.00 |
| | | | 3. Current Contract Price (Line 1 + 2)..... \$ 172,425.00 |
| | | | 4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)..... \$ 173,462.32 |
| | | | 5. RETAINAGE: |
| | | a. X \$173,462.32 Work Completed..... \$ | |
| | | b. X _____ Stored Material..... \$ | |
| | | c. Total Retainage (Line 5a + Line 5b)..... \$ | |
| | | 6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ 173,462.32 | |
| | | 7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ 169,125.76 | |
| | | 8. AMOUNT DUE THIS APPLICATION..... \$ 4,336.56 | |
| | | 9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)..... \$ | |

Contractor's Certification
The undersigned Contractor certifies, to the best of its knowledge, the following:
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment.
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances), and
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

NET CHANGE BY CHANGE ORDERS \$23,825.00

By: _____ Date: _____

Payment of: \$ 4,336.56
(Line 8 or other - attach explanation of the other amount)

is recommended by: Mick Jancsek, MN (Engineer) 6-3-24 (Date)

Payment of: \$ 4,336.56
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Owner) _____ (Date)

Approved by: _____ Funding or Financing Entity (if applicable) _____ (Date)

IC&E

Iowa, Chicago & Eastern Railroad Corporation

140 North Phillips, Avenue, Sioux Falls, SD 57104

PO Box 1260, Sioux Falls, SD 57101

Tim Carlson, Manager Real Estate & Public Works

Phone: 605-782-1551

Fax: 605-782-1561

February 7, 2007

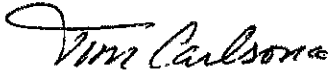
John Carson, Mayor
City of Buffalo
329 Dodge Street
Buffalo, IA 52728

Dear Mr. Carson:

Enclosed please find two copies of Private Roadway Crossing Construction and Maintenance Agreement # 020207, located near MP 201.8, Buffalo, IA. Please sign both copies and return for final execution. We will provide a copy for your records.

Please contact me at (605) 782-1551 if you have any questions.

Sincerely,



Tim Carlson
Manager Real Estate & Public Works
IC&E Railroad

Enclosures

PRIVATE ROADWAY CROSSING CONSTRUCTION & MAINTENANCE AGREEMENT #020207

IOWA, CHICAGO & EASTERN RAILROAD CORPORATION, hereinafter referred to as "Company", and CITY OF BUFFALO, hereinafter referred to as "City", subject to the terms and conditions hereinafter set forth, agree to construct, install, maintain and use Two (2) 16 foot plank roadway crossings hereinafter referred to as "Facility", upon and cross the right-of-way and property over the tracks of the Company at Maple Street, Buffalo, IA, MP 201.8, pursuant to request of the City and in accordance with the plan and in the location shown in yellow on map dated February 2, 2007, attached hereto and made a part hereof for the sole purpose of a roadway crossing.

- 1(a). Said Facility shall be constructed, installed and maintained by the Company at the sole expense of the City, in a manner satisfactory to the Company. The City shall be responsible for vegetation control, signage, approaches, drainage structures, crossing plank, damage caused by vehicles and labor to install and maintain said crossing.
- 1(b). The Company shall have the right at any time to judge the necessity of repairs to said Facility. The Company shall give written notice of repairs needed to the City.
- 1(c). If, at any time the Company judges it necessary to change the elevation or method of construction or installation of said Facility, the Company will do so at the City's sole expense.
- 1(d). City accepts this agreement of the premises with knowledge of the existence of railroad tracks upon or in the vicinity of the premises and of all the risks of damage or injury which might or could occur to properties or persons upon or in the vicinity of the premises from or in connection with the operation of railway equipment, or from or in connection with the operation, use, maintenance, or improvement of said tracks. It is therefore agreed, as one of the material considerations of this agreement and without which this agreement would not be granted, that City assumes such risks and agrees to indemnify and hold harmless Company from and against any and all liability and expenses whatsoever, (to the extent permitted by law), for bodily injury or death, including without limitation, injury or death to agents, employees, servants, invitees of the Company or City, or loss or damage to the property of the Company, or City, their agents, employees, servants or invitees, and to the person or property of any other person or corporation, however arising directly or indirectly out of the occupancy or presence on, or use of said Facility or any structures thereon (including their construction, maintenance, repair, reconstruction or removal) by City, its employees, agents, invitees, or trespassers regardless of the negligence of Company.
- 1(e). The City shall install gates across the approaches to the "Facility". Gates must not be installed closer than 25 feet from mainline track centerline. Gates will be locked at all times and secured by two links of chain with the Company and the City both providing locks so that both parties may have access to the "Facility". City agrees to only use this "Facility" in cases of emergency.
2. Right of entry will be granted by the Company's representative upon request from the Licensee or its contractor after the Company has received a copy of the Railroad Protective Liability Insurance Certificate from the Licensee or its contractor and has notified the Licensee or its contractor of approval for said insurance. Said insurance limits shall be \$6,000,000.00 aggregate limit and \$2,000,000.00 each occurrence.
3. For the privileges herein permitted, the City shall pay a lump sum of \$2,400. Said sum shall be due and payable by City within thirty (30) days of receipt of such billing for the construction of the two (2) 16 foot plank crossings.
4. Company shall have the right at it's option, to terminate this agreement for any reason by giving 30 days notice in writing to the City. Execution of this agreement by the Company in no way grants any permanent easement for this facility.

IN WITNESS WHEREOF, this instrument is executed at Sioux Falls, South Dakota this _____ day of _____, 2007.

ATTEST:

**IOWA, CHICAGO & EASTERN
RAILROAD CORPORATION**

By: _____
VP of Engineering & Chief Engineer

The undersigned, the City mentioned in the foregoing Private Roadway Crossing Construction Agreement, ACCEPTS the same subject to the terms and conditions therein stated.

ATTEST:

CITY OF BUFFALO

By: _____
Title: _____

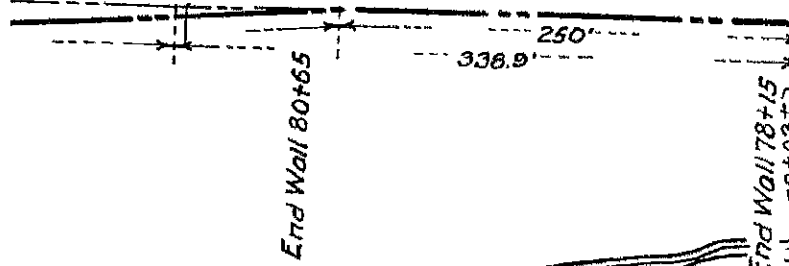
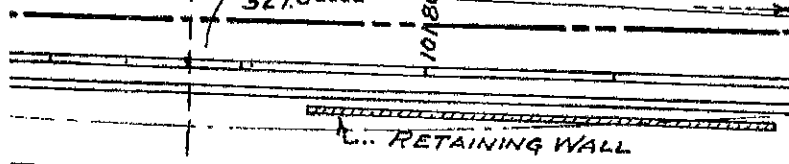
Maple Street &

ORIG.
2°00' C.R.
Δ=9°30'

2 16' plank crossings
18' CONC. PAV.

10178+03 P.R.C.

FRANKLIN



IOWA, CHICAGO & EASTERN RAILROAD SIOUX FALLS, S.D.

LOCATION: Buffalo, IA
Private Roadway Crossing Construction &
Maintenance Agreement
#020207
CITY OF BUFFALO
Mp 201.8: Maple Street, two - 16' plank
crossing

DATE: 02-02-07 **SCALE:** 1"=100'

LAW OFFICES
of
WILLIAM T. McCULLOUGH
220 EMERSON PLACE, SUITE 301
DAVENPORT, IA 52801
TELEPHONE: (563) 326-4060
FAX: (563) 323-4785
wtmlaw@netexpress.net

February 20, 2007

COPY

Tim Carlson, Manager
Real Estate and Public Works
IC & E Railroad
140 N. Philips Avenue
PO Box 1260
Sioux Falls, SD 57101

Re: City of Buffalo

Dear Mr. Carlson:

I have reviewed your letter of February 7, 2007 addressed to Mayor John Carson of the City of Buffalo, Iowa. I have also reviewed the Private Roadway Crossing Construction and Maintenance Agreements, #020207.

Prior to advising the City of Buffalo to enter into this contract, it would be appropriate to receive cost estimates regarding the construction of this roadway crossing at Maple Street in Buffalo, Iowa, at NP 021.8. When initially discussing the potential crossing with the railroad, the City was informed that there may be state and federal funds available to assist in the financing of the railroad crossing. The City would appreciate further information regarding what state and federal funds may be available to assist in the cost of the railroad crossing.

Paragraph 1(a) states that the crossing is only to be used in cases of emergency. The City of Buffalo Public Works Department will use the crossing when necessary to perform city services and construct improvements by the City's river park. Such services and improvements by the public works department will not technically constitute an emergency, although they would be for necessary city services, and the facility will not be open to the public.

Paragraph 2 describes right of entry being granted by the company upon request from the licensee or its contractor. The contract does not contain a definition of who would be the licensee.

Paragraph 4 gives the company the option to terminate the agreement by giving thirty days notice. I would recommend that the City of Buffalo have the same option to terminate the agreement with thirty days notice as well.

Tim Carlson
IC & E Railroad
February 20, 2007
Page 2 of 2

Please review these comments and contact my office for further discussion regarding these issues and others which may concern the City of Buffalo and the proposed railroad crossing.

Sincerely,

William T. McCullough

WTM/ms

cc: Mayor John Carson



**CANADIAN
PACIFIC**

Real Estate

Suite 1525
501 Marquette Ave South
Minneapolis, MN 55402

Refer to: 3266701/Buffalo, IA

October 18, 2010

Ms. Tanna Carter
City Clerk
City of Buffalo
329 Dodge Street
Buffalo, IA 52728

Dear Ms. Carter:

I apologize for the delay in processing your request and the confusion surrounding the previous payment that had been incorrectly processed.

Attached is a fully executed copy of agreement number 3266701 in favor of City of Buffalo covering private crossing upon railroad property at Buffalo, IA. Kindly submit payment of the license fee in the full amount of \$2,200 to the address located above. Upon receipt of the payment, the original copy will be mailed to your attention for your files.

Please refer to the agreement number 3266701 and location Buffalo, IA in any correspondence concerning this agreement. For expedient handling, we ask that all correspondence regarding this agreement be in writing.

Sincerely,

Charles D. Weise
Area Manager, Real Estate Marketing
(612) 904-6143
e-mail: charles_weise@cpr.ca

THIS AGREEMENT made and entered into as of the , by and between **DAKOTA, MINNESOTA, & EASTERN RAILROAD CORPORATION**, doing business as Canadian Pacific Railway, hereinafter called "Railroad Company," and **CITY OF BUFFALO**, hereinafter called "Licensee,"

WITNESSETH:

1. The Railroad Company grants to the Licensee as an accommodation, upon the terms and conditions hereinafter set forth, permission to establish and use a private grade crossing of its property and tracks at the following location and width:

| | |
|---------------------------------|----------------------------------|
| <i>City, County & State</i> | Buffalo, Scott County, IA |
| <i>Railroad Milepost</i> | Milepost 201.8 |
| <i>Crossing Width</i> | 16 feet |

in the location indicated on the map hereto attached marked "Exhibit A," and made a part hereof, to provide a convenient means of access to the Licensee's land adjoining the Railroad Company's right of way at the above described location.

2. The Licensee shall pay the Railroad Company \$2,200 in advance for the cost and expense to be incurred by it in connection with the installation of said private crossing and providing clearance of wires in railroad pole lines.

3. That in addition to payments made by the Licensee under paragraph 2, the Licensee shall also, at its sole expense, do all necessary grading of the private roadway approaches to said private crossing, and install drainage culverts and roadway gates, all in a manner satisfactory to the Railroad Company's Division Engineer, and upon bills being rendered therefor shall promptly reimburse the Railroad Company for all costs incurred or to be incurred by it in connection with the repair and renewal of the necessary crossing planks and private crossing and danger signs, and for the cost of such flagging service by the Railroad Company as may be required by its Division Superintendent to safeguard railroad operations at any time. The Licensee shall keep all brush and vegetation cut away from its land in the vicinity of said private crossing so as to avoid any obstruction to the view of approaching trains. The gate or gates shall be kept closed and locked by the Licensee at all times when not being used by the Licensee.

4. As one of the material considerations of this agreement, without which the license granted hereunder would not be granted, the Licensee expressly assumes any and all risk of damage to or destruction of the Licensee's property, including livestock, and injury to or death of the Licensee (or the Licensee's employees, agents, contractors, representative, or invitees), through any cause whatsoever while located upon the Railroad Company's property, and hereby releases and agrees to indemnify, hold harmless and defend the Railroad Company and its directors, officers, stockholders, divisions, agents, affiliates, subsidiaries, predecessors, successors and assigns, or anyone acting on its behalf or their behalf, from and against any and all Claims (including without limitation all Claims arising at common law, in equity or under a federal, state or local statute, rule or regulation) of every kind, past, present and future, existing and contingent, known and unknown, arising from any injury to persons, firms or corporations whomsoever (including the parties hereto and their employees, agents and invitees), including injuries resulting in death, and damage to property whatsoever (including property of the parties hereto), caused by or attributable to, in whole or in part, the use of the private crossing by the Licensee or any other person, firm or corporation, or any other act or omission of the Licensee (or the Licensee's employees, agents, contractors, representatives, or invitees), including without limitation the breach by the Licensee of any of its warranties, representations or covenants. The Licensee's obligations hereunder shall survive the termination or expiration of this agreement.

5. The Railroad Company for itself, its successors and assigns, expressly reserves the right to terminate this agreement and the permission herein granted at any time, for any reason upon thirty (30) days' written notice to the Licensee, or to any person who may acquire fee title to said land adjoining the Railroad Company's right of way at the above described location, sent registered or certified mail addressed to the Licensee at its last known address; it being expressly understood and agreed that use of said private crossing by the Licensee, or any person succeeding in ownership of said adjoining land, no matter how long continued,

shall not vest in the Licensee or other person any rights adverse to those of the Railroad Company, its successors or assigns.

6. The Licensee shall, at its sole expense, obtain and furnish to the Railroad Company a comprehensive general liability policy of insurance covering the liability assumed by the Licensee under this agreement with a combined single limit of not less than \$1,500,000 on account of bodily injuries and property damage. In the alternative, the Licensee shall obtain and furnish to the Railroad Company a contractual endorsement to an existing policy of insurance held by the Licensee, covering the liability assumed by the Licensee under this agreement with limits of liability heretofore mentioned. The Licensee shall also furnish to the Railroad Company a Certificate of Insurance executed by the insurance carrier, stating that said insurance is in force and that it will not be canceled or materially changed without at least thirty (30) days' prior written notice to the Railroad Company at Minneapolis, Minnesota. The parties hereto agree that the requirements of this paragraph are of the essence of this agreement, and that this agreement and the permission herein granted shall be subject to immediate termination should the Licensee fail to comply therewith.

7. This agreement shall not be assigned or in any manner transferred by the Licensee, voluntarily or involuntarily, by operation of law or otherwise, without the advance written consent of the Railroad Company. Any attempted or purported assignment or transfer by the Licensee without such consent shall be void. Subject thereto, this agreement shall inure to the benefit of, and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties.

8. The Railroad Company does not warrant title to the above-described property, and the Licensee shall have no recourse against the Railroad Company in the event the Licensee shall be required, through the action of any third party, to either remove the private crossing from the Railroad Company's property or to make any payment to avoid such removal.

9. Each provision, paragraph, sentence, clause, phrase, and word of this agreement shall apply to the extent permitted by applicable law and is intended to be severable. If any provision, paragraph, sentence, clause, phrase or word of this agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of the agreement.


10. "Claim" or "Claims" means any and all liabilities, suits, claims, counterclaims, causes of action, demands, penalties, debts, obligations, promises, acts, fines, judgments, damages, consequential damages, losses, costs, and expenses of every kind (including without limitation any attorney's fees, consultants' fees, response costs, remedial action costs, cleanup costs and expenses which may be related to any Claims);

THE PARTIES HERETO have caused this agreement to be duly executed as of the day and year first above written.

DAKOTA, MINNESOTA, & EASTERN CORPORATION
doing business as Canadian Pacific Railway

By 
Director, Real Estate Marketing, U.S.

CITY OF BUFFALO

By 
Its Mayor

Not Assignable Without Consent

NOT TO BE RECORDED IN PUBLIC RECORDS

Matthew Miller
Supervisor, Public Works, Standards and Design
Canadian Pacific Railway


Mr. Miller:

The City had contacted you previously by email regarding the railroad crossing used to access our federally funded boat access ramp. Over the years the rail line has been periodically raised in height and, as a result, the current elevation restricts the length of boats that can cross the railroad to access the boat ramp. In fact, the city currently cannot use the rail crossing for the fire rescue boat and must travel to the Buffalo Shores boat access ramp causing a minimum of a 15 minute delay in a rescue operation. The City's rail crossing to the boat ramp is recognized by the CP and we are asking that this issue be resolved.

The City is willing to look at alternatives to address this problem. With rail crossing development assistance/agreement from the DOT and or the CP, the City would entertain the establishment of a new boat access ramp at the Maple Street crossing. This would require the CP to recognize the crossing as a public crossing. Attached is the agreement for the Maple Street crossing which was installed in approximately 2010.

Attached are photographs that indicate crossing locations and the elevation problem. We look forward to resolving this issue because the boat ramp is important to the economy Buffalo and the safety of boaters in the City's stretch of the Mississippi River. We would be happy to meet with you onsite to discuss this further and view the area(s) of concern.

Sincerely,



Sally Rodriguez
Mayor
City of Buffalo
563-381-2226
www.buffaloiowa.org
buffalomayor@buffaloiowa.org

Attachments: As noted

cc: Kristopher Klop, Highway-Rail Grade Crossing Program, Iowa DOT
Sam Shea, District 6 Planner, Iowa DOT
Denise Bulat, Executive Director, Bi-State Regional Commission



329 Dodge Street
PO Box 557
Buffalo, IA 52728
buffalocityhall@mchsi.com
www.buffaloiowa.org
563.381.2226

To: City Council

From: City Clerk

Re: Community Movie Event

Community Development wishes to host three movies in the park. Licensing totals \$1,185 that would need to be paid up front, but there are the following donations to cover the costs:

\$500 Republic
\$250 Assured partners
\$435 Linwood

The dates and movies have not been determined at this point, but will be on the weekend at dusk, and family oriented. The movie would be free to families.

The park board has been sent an email but will have a formal discussion at their next meeting on June 19, 2024, at that time dates should be determined.

The upfront expenses need to be approved by motion from council.

PARK LEASE AGREEMENT
00826 Continental Cement Company, LLC

This lease is made this ____ day of _____, 2024, by and between Continental Cement Company, LLC, Hertz Farm Management, Inc., Agent, Party of the First Part, also hereinafter referred to as Lessor/Owner, which shall in all cases include the Owner's designated agent and The City of Buffalo, Iowa, Party of the Second Part, a municipal corporation, acting by and through its duly constituted officers, also hereinafter referred to as Lessee.

SECTION I. DISCLOSURE OF AGENCY

It is clearly understood and agreed by the parties hereto that Hertz Farm Management, Inc. represents the Owner only in this transaction. Hertz Farm Management, Inc. is not and will not be the Agent of the Lessee. All information obtained by Hertz Farm Management, Inc. from the Lessee will be available to the Owner. The Lessee should carefully read all provisions of this agreement to ensure that they adequately express Lessee's understanding of the transaction. If legal advice is desired, Lessee should consult an attorney.

The undersigned Lessee acknowledges reading the above Disclosure and the undersigned Lessee understands and agrees to its terms.

HERTZ FARM MANAGEMENT, INC.

By: Dylan L. Daehn

Date

THE CITY OF BUFFALO, IOWA

By: Mayor, on behalf of said
City and the City Council

Date

SECTION II. DESCRIPTION OF FARM

The Owner, in consideration of the terms specified herein, leases to the Lessee for public use purposes the following described property:

WHEREAS, Lessee desires to operate and maintain a park and recreational area within its city limits, and

WHEREAS, Lessor owns certain land within the said city limits,

NOW, THEREFORE, in consideration of one dollar paid Lessor and the further consideration of the agreements hereinafter shown, the parties agree:

1. Lessor hereby leases for the use and purpose hereinafter stated and for the period of five years from June 1, 2024 to June 1, 2029, the following described real estate:

That part of Lot 8 in Section 22, Township 77 North, Range 2 East of the Fifth P.M., beginning at the North East corner of the land conveyed to the City of Buffalo; thence North 593.76 feet; Thence West 586.9 feet, thence South 593.76 feet; thence East 586.9 feet along the North line of said property Conveyed to the City of Buffalo to the point of beginning. Said boundary to enclose 8 acres more or less.

2. The lease is made upon the express consideration that the premises shall be used, operated and maintained as a public park and playground only.
3. Lessee may not erect, construct or permit the construction of any permanent structures on the premises except with the express written consent of Lessor. Such restriction shall not prevent Lessee from installing the usual and standard playground equipment, picnic shelters, washroom facilities and maintenance shed. By giving its approval to the aforementioned structures or installations, the Lessor is not approving the design and does not warrant the safety of said items.
4. Lessee shall have full responsibility and agrees to maintain the premises, keeping it free of litter, debris, rubbish and weeds. Lessee shall further maintain the fence along the boundary of the Lessor as well as all equipment, structures or improvements on the premises.
5. On termination of this lease agreement, the Lessee may remove any equipment or improvements made by it during the term of the lease. Such removal shall be made within ninety days of termination or expiration of the term of the lease, failing which all such equipment and improvements shall become the property of Lessor without reservation or condition.
6. Lessor reserves the right to enter the premises at any time for the purpose of inspecting the same and for the special purpose of making core drillings, exploration, soil tests and seismic tests. After making such explorations or tests, Lessor shall restore condition of the premises to its approximate state before such tests.
7. Lessee shall save and hold harmless the Lessor, Lessor's parent companies, Lessor's affiliates, Lessor's parent companies' affiliates, and all wholly owned subsidiaries from and against all liability, claims and demands on account of personal injuries, including death, or property loss or damage to others (including Lessee and employees of Lessee) resulting from or arising out of Lessee's use or occupancy of leased property, whether such injury, loss, or damage shall be caused by the negligence of Lessee, Lessor, or otherwise, and Lessee shall at his own expense defend any and all actions based thereon and shall pay all charges of attorneys and all costs and other expenses arising therefrom.
8. Lessee and Lessor agree not to assign or underlet the demised premises or any part thereof, except when necessary to help pay for maintenance and improvements to said premises.
9. Lessee agrees to procure, carry and maintain at its own expense, comprehensive general liability insurance covering all operations, including workman's compensation at statutory levels if applicable. The comprehensive general liability insurance coverage should be no less than \$2,000,000 for injury to any person or for damage to property in any one occurrence. Lessee further agrees to include Lessor as additional insureds as their interest may appear. Lessee agrees to provide Lessor with certificate of such insurance, including provision to notify Lessor thirty (30) days in advance of insurance cancellation.
10. Lessee represents that the City Council of the City of Buffalo, Iowa, has by resolution approved all the terms of this agreement and has authorized its Mayor to execute the same on behalf of said city and its council and has further authorized the City Clerk to attest to such execution.

Executed in duplicate the day and year first above written.

SEVERABILITY: If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

IN WITNESS WHEREOF, we affix our signatures this _____ day of _____, 2024.

CONTINENTAL CEMENT COMPANY LLC
Hertz Farm Management, Inc.
Agent for Owner

CITY OF BUFFALO, IOWA
Lessee

By: Dylan L. Daehn

By: Mayor, on behalf of said
City and the City Council

P.O. Box 50
Mt. Vernon, IA, 52314

ATTEST

Office Telephone: 319-895-8858

City Clerk

329 Dodge Street
Buffalo, IA 52728

Address

563-381-2226

Telephone

buffalocityhall@mchsi.com

Email



329 Dodge Street
PO Box 557
Buffalo, IA 52728
buffalocityhall@mchsi.com
www.buffaloia.org
563.381.2226

To: City Council

From: City Clerk

Re: Property Tax Abatement

Community Development had asked me to look into development incentives for investors. I had postponed this conversation until the GO Bond paperwork had been completed. Mayor Rodriguez and I had conversations on June 4 with Dorsey and Whitney attorney, John Danos. John specializes in economic development & redevelopment initiatives for city governments. We discussed several tools that are available for cities to use.

Tax Abatement is a tool that cities can tailor to their desires to encourage development or property improvements. How it works is developers pay lower property taxes or no taxes for a period determined by the city for the new construction or even improvements, whatever works best for the city. This incentive encourages developers to build and homeowners to update, or remodel.

Community Development met and discussed this tool and although it was not on the agenda for a formal decision. The committee would like to recommend to council to move forward with designing a program. Of course council will need to decide the details of the program, there are costs associated that Community Development would be willing to cover. The estimated costs were from \$3,500-\$5,000 depending on the detail of the program.

Council would need to decide if they are interested in implementing this type of program and if so, the expenditure from CD.

City of Buffalo
Special Events Permit Application Form

Name of Event/Activity Wing Walk

Location of Event/Activity _____

Contact Person Anthony Follis

Address 507 3rd Street.

Telephone 563-723-1829

Dates & Hours of Actual Event 06/22/2024 1pm - 7pm

Specific Location of Event/Site Plan (Map must be attached to process application)

Closed ~~Street~~ 3rd Street between Jefferson and Main,
and also close Main Street starting at 3rd Street to 4th Street.

Projected number of persons attending TBD

Will any temporary structures be built? If yes, describe in detail and include location

No

Will there be any entertainment or music? Describe performance, times, and place

No

*(Persons under the age of 21 are prohibited from operating an amusement device)

Are food sales planned? Describe in detail. Applicant is responsible for contacting the Scott County Health Department for any regulations governing food sales

No

Will existing restroom facilities be adequate? Describe plans to augment the available sanitary facilities if necessary

No

Do you plan to sell any Beer/Wine/or alcohol for public consumption? List the beverages and vendors, together with the locations and times of sale. Please provide proof of State liquor license and proof of liquor liability insurance with limits of no less than \$300,000 including bodily injury or death, Loss of means of support, and Property Damage.

N

Proposed controls for sale of alcoholic beverages where minors may be present

N

Please attach a valid copy of your certificate of liability insurance if the applicant is a licensed business. General Liability Insurance is required with no less than \$1,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage, including ongoing operations and products/completed operations coverage. The City of Buffalo IA is included as additional insured on the general liability policy regarding the event. Worker's Compensation Insurance is required for any employees providing statutory state benefits and employers liability coverage with limits of \$100,000 per employee by accident/\$500,000 total limit by accident/\$100,000 per employee by disease.

If you plan on any of the events below you will be required to carry additional liability insurance as required by the city's insurance company. General Liability Insurance is required with no less than \$5,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage, including ongoing operations and products/completed operations coverage. The City of Buffalo IA is included as additional insured on the general liability policy regarding the event. Worker's Compensation Insurance is required for any employees providing statutory state benefits and employers liability coverage with limits of \$100,000 per employee by accident/\$500,000 total limit by accident/\$100,000 per employee by disease.

- Auto, midget, all-terrain vehicle, or motorcycle racing or stunting
- Animal contest, exhibitions, or events (including any related to circus events)
- Bungee jumping
- Demolition Derbies
- Fireworks displays or exhibitions (anything in addition to Buffalo Days display provided by the city)
- Horse racing, dog racing or any other animal racing
- Operation of any local, county, state or national gaming program
- Operation of any public livery (transportation)
- Operation of any skateboarding contest or exhibitions
- Operation of any mechanical amusement device
- Rodeos
- Truck or tractor pulls and similar events

If the special event takes place at a city park, all rules shall be followed unless special permission has been given on the application.

- No overnight parking

Permit is effective for the following time period:

Start Date & Time _____

Expiration Date & Time _____

HOLD HARMLESS AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 20____, between
(vendor): _____ and the City of Buffalo, Iowa.

WHEREAS, _____ has requested to use City of Buffalo Iowa's facilities and/or
property, located at _____, herein the "Property," for the purpose of

WHEREAS, the City of Buffalo, Iowa, has agreed to allow the use of their property described above the purpose
indicated above, and

WHEREAS, The City of Buffalo, Iowa, and their respective officers, employees and agents are agreeable to this
request, with the stipulation that they be held harmless and indemnified with respect to any and all liability arising
from said use of the facilities and/or property listed above.

The parties therefore agree as follows:

1. The City of Buffalo, Iowa will permit _____ and their respective
employees, agents, and customers, to enter upon the Property for the purpose indicated above, and
2. _____ agrees to hold The City of Buffalo, Iowa, and their respective officers,
employees and agents harmless, and to protect and indemnify, to the fullest extent permitted by law, from and
against all liability with respect to: (a) damage or injury to the Property, and the contents or equipment
thereon, (b) injury or death to any person or damage or destruction to any property, and (c) claims, demands,
suits, judgments, costs, expenses (including reasonable attorney fees) to the extent caused or contributed to by
_____ and its respective employees and agents.
3. This Agreement shall be binding upon the parties, their successors and assigns.

(Vendor/Event Sponsor signature) _____

By: _____ Date: _____

The City of Buffalo, Iowa

By: _____ Date: _____

**CITY OF BUFFALO
RESOLUTION 2024-26**

A resolution authorizing a transfer from the
Local Option Sales Tax Fund

WHEREAS, the City Council approved a resolution transferring funds, it is recommended by the State Auditor's Office that funds be transferred to a Streets Reserve account;

WHEREAS, the Local Option Sales Tax Fund was created for the purpose of reducing debt and;

WHEREAS, Resolution #17-88 designates Local Option Sales Tax proceeds not to exceed the following amounts:

- 50% towards property tax relief
- 25% towards community development
- 25% towards streets and roads

NOW THEREFORE BE IT RESOLVED, that the Buffalo City Council hereby authorizes the City Clerk/Financial Officer to transfer amounts from Local Option Sales Tax fund \$46,160.29 as followed effective June 10, 2024:

- 50% Transferred to the General Fund \$23,080.15
- 25% Transferred to Streets Reserve Project \$11,540.07
- 25% Transferred to Community Development fund \$11,540.07

Passed by the City Council of the City of Buffalo, Iowa, this 10th day of June, 2024.

Approved and signed by the Mayor of the City of Buffalo, Iowa, this 10th day of August, 2024.

Mayor Sally Rodriguez

Attest: Tanna Leonard, City Clerk

Teel-Vanderpool:
Roman:
Miller:
Moore:
Adams:

Resolution 2024-27

A Resolution approving the special uses for Buffalo Days on July 5-7 2024.

WHEREAS, Buffalo Municipal Code allows for council to make exceptions to policies for special events.

NOW THEREFORE BE IT RESOLVED, by the Buffalo City Council as follows:

Section 1: Purpose

The purpose of this resolution is to provide rules, regulations and restrictions concerning the sale of food, merchandise, services and alcoholic beverages, and the provision of outdoor entertainment within the City of Buffalo on July 5-7, 2024, on which dates the City anticipates receiving visitors participating in the Buffalo Days Celebration. This resolution and the rules, regulations and restrictions contained therein, are enacted for the protection of the health, safety and welfare of both the participants in the Buffalo Day Celebrations event as well as the citizens of Buffalo, Iowa.

Section 2: Food, Merchandise and Service Sales

- A. No person or organization shall provide or sell food, beverages, merchandise or services to the public in the City of Buffalo on July 5-7, 2024 without first obtaining a permit from the Buffalo Days Celebration Committee.
- B. All permit holders are responsible to leave their assigned areas in good order, with all trash, garbage, and associated items to be picked up and removed at the time of departure, but no later than the 7th day of July, 2024. If after inspection the Buffalo Day Celebration Committee determines the area is not properly cleaned, a minimum \$100 municipal infraction will be issued by the Buffalo Police Department to defray the cost of clean-up by the City.

Section 3: Outdoor Sale of Alcohol Beverages

Outdoor sale of alcoholic beverages shall only be allowed by Buffalo Day's Celebration Committee on Friday 5:00pm-11:00pm and Saturday 11:00am-11:00pm at which time at least one certified ILEA officer will be on the premises. The officers on duty during these times shall be paid from the Buffalo Days Celebration budget. All sales of single-serving beverages shall be in non-glass containers and only sold within the Buffalo City Park on Dodge Street. No outside alcohol is permitted to be carried into the park at any time. Any person or persons caught bringing alcohol onto the premises will not be allowed in or asked to leave. If anyone does not comply with a first request to remove alcohol brought in, they shall be subject to a municipal infraction of up to \$100.00.

Section 4: Outdoor Entertainment

The following rules shall also apply to outdoor entertainment

1. All entertainment shall cease on or before 11:00 pm on July 5-7, 2024.
2. Decibel level created by the entertainment shall not cause unreasonable distress to surrounding residents.

Section 5: Parade

The City of Buffalo delegates to the Buffalo Day Celebration Committee to work directly with Public Works, Police and Fire for the review of the parade route. Parade route shall be sent to the City Clerk and the City Clerk shall prepare a street closure request to IDOT. Streets shall be closed only during these events and be re-opened immediately after the event participants have safely completed the event.

Section 6: Use of Golf Carts

On July 5-7, 2024, members of the Buffalo Day Celebrations Committee or their designated agents may operate golf carts on city streets and upon closed streets, alleys and upon public parking areas each day subject to the following requirements: Each driver must be over 18 years of age with a valid Iowa driver's license. Drivers shall not be under the influence of drugs or alcohol while operating a golf cart on the public streets. Golf carts shall not be operated after dusk as mandated by the Code of Iowa.

Section 8: Misdemeanor

It shall be a misdemeanor for any person to violate any provision in this resolution.

THEREFORE, FURTHER BE IT RESOLVED, the Buffalo Day event is planned and organized by Buffalo Day Inc. Buffalo Day Inc. is responsible for complying with current COVID-19 regulations and/or recommendations. Buffalo Day Inc. understands the risks presented by the Center of Disease control. Buffalo Day Inc. agrees to indemnify, defend, and hold harmless the City of Buffalo from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorney fees) arising either directly or indirectly from or related to any and all claims made by or against any of the City of Buffalo of bodily injury, death, loss of use, monetary loss, or any other injury from or related to my use of the City of Buffalo facilities, tools, equipment, or materials, whether caused by the negligence of the Released Parties or otherwise specifically related to COVID-19.

Adopted by the City Council of the City of Buffalo, Iowa, this 10th day of June, 2024.

Approved and signed by the Mayor of the City of Buffalo, Iowa, this 10th day of June, 2024.

Sally Rodriguez, Mayor

Attest: Tanna Leonard, City Clerk

Berg: Absent
Miller: Yes
Moore: Yes
Teel: Yes
Buffington: Yes

**CITY OF BUFFALO
329 Dodge ST. P.O. 557
BUFFALO, IOWA**

DATE:6-4-2024

TO: Council

FROM: Public Works Director

REF: Monthly Report for MAY 2024.

1. Drained water tower down for blasting and painting.
2. Fixed water main break at 708 4th street.
3. Painted shed at Rose Hill cemetery.
4. Removed large trees from beach.
5. Raked beaches before Memorial Day weekend.
6. Planted 2 trees that were donated to the city.
7. Replaced broken storm drain grate on Jefferson Street.
8. Power moped bac gym floor.
9. Replaced broken motor on clarifier rotating scrapper arm at WWTP.
10. Replaced 3 blown fuses to one of our high surface pumps at WTP.



Incident Analysis Report

Summary By Incident Type



Print Date/Time: 06/05/2024 16:46
 Login ID: bu419
 Incident Type: All
 Call Source: All

From Date: 05/01/2024 00:00
 To Date: 05/31/2024 23:59

Buffalo Police Department
 ORI Number: 1A0820400

Officer ID: All
 Location: All

| Incident Type | Number of Incidents |
|-------------------------------|---------------------|
| 911 Hangup | 2 |
| Accident Personal Injury | 1 |
| Accident Property Damage | 1 |
| Alarms-Burglary | 2 |
| Animal Problem | 8 |
| Assist Other Agencies | 11 |
| Business/Residence Check | 39 |
| Damage/Vandism/Mischief | 1 |
| Disturbance | 11 |
| Domestic Disburbance/Violence | 2 |
| Harassment/Stalking/Threat | 2 |
| Mental/Behavior Disorder | 2 |
| Missing/Found Person | 1 |
| Public Service | 30 |
| Suicidal Person | 4 |
| Suspicious | 10 |
| Traffic Hazard | 17 |
| Traffic Stop | 19 |
| Traffic Violation/Hazard | 1 |
| Trespass/Unwanted Person | 2 |
| Warrant Service | 2 |
| Welfare Check | 4 |
| Total: | 172 |

Buffalo Fire Department:
Serving the Community since 1870

Inter-Office Memo

Doug Anderson, Fire Chief
122 E. Front St.
Buffalo, IA 52728-0595

Cell - 563-210-4369
Station - 563-381-3473
Fax - 563-381-4175
Email - bvfd400@gmail.com

TO: Mayor and Council
FROM: Buffalo Fire Dept.
RE: Monthly Fire Dept. Report
DATE: May 13th, 2024

We responded to 32 Emergency calls in April,

We responded to:

- 21- EMS Calls**
- 3- Structure Fire**
- 0- Vehicle Fire**
- 2- Grass Fires**
- 0- Vehicle Accidents**
- 1- Boat Rescue**
- 5- Misc. calls**

135 - Total Emergency Responses for 2024

Training: 8 Members spent 30 man hours doing regular crew duties.
15 members spent 2 hours training on Search and Rescue.

CITY OF BUFFALO
329 Dodge Street
Buffalo Iowa 52728

Agenda
Special Meeting of the Buffalo Park Board Committee

April 10, 2024 6:00 pm

1. Call meeting to order
 - a. 6:12 pm start time
2. Roll Call
 - a. City Council: Ashley Polzin, Adam Gerischer, Eric Teel, Troy Hass, Brandy Harland (on the phone), Renee Peak
 - b. City of Buffalo: Sean Roman, Austin Miller, Judy Blessing and Mayor Rodriguez, Josh Ferkel
3. Buffalo Youth Baseball Donation
 - a. Eric Teel is asking for a Park Board donation that is given yearly of \$1000 from the Youth Sponsor account
 - b. Troy makes motion to make \$1000 donation, Adam second, all in favor
4. Concession Stand Start-up
 - a. Judy has proposed what would be needed to start up the concession stand, noting that it's missing water and Gatorade
 - b. Discussion went through each line item to determine selling price
 - c. Community center also has some odds and ends if needed as suggested by Brandy
 - d. Final inspection is next week before games start April 22nd. End of season is June 7th
 - e. All games start at 6:00 pm and Buffalo will have games going Monday through Friday.
 - f. Troy makes motion to make \$1000 donation from the Youth Sponsor, Eric second, all in favor
5. Splash Pad updates
 - a. Walcott has a non-profit group that covers operating costs, it is not taken out of the park board or city budget
 - b. Current operating costs would be around \$19,000 and water rates will still be going up, which will be about 35% of the total park board budget yearly
 - c. Discussion was around the amount of capital and reserve needed to fund the project. Trying to get more attraction to the park such as bands, family days, etc to bring more people before we invest and put a committee together.

*Please note that this agenda may be changed up to 24 hours before the meeting time as provided by Section 21.4(2) Code of Iowa.

Last Updated 4/12/2024 8:17:00 AM

- d. Adam makes motion to table the splash pad until we better utilize the parks and bring more people and traffic to it, to gain better traction for the community. Eric second, all in favor
- 6. Public Input
- 7. Future Meeting
 - a. No future special meeting regarding the above, next regular park board meeting will be May 22nd at 6:00 pm
- 8. Adjournment
 - a. 6:52. Adam motion to adjourn, Eric second, all in favor

*Please note that this agenda may be changed up to 24 hours before the meeting time as provided by Section 21.4(2) Code of Iowa.
Last Updated 4/12/2024 8:17:00 AM

Minutes of the Buffalo Finance Ordinance committee held June 03, 2024, at 6:00pm

Committee members present Sean Roman, and Trent Adams.

The committee discussed the nuisance codes from Davenport.

Roman suggested that accumulation of building materials, and "stuff", have some regulations that limit the view of the public to avoid nuisance.

Abandoned homes were discussed.

Mowing properties zoned country homes was discussed.

Businesses operating in areas that don't allow that type of business to be operated.

Committee agreed to move forward with the proposed ordinance amendments.

Meeting adjourned at 6:32pm



329 Dodge Street
 PO Box 557
 Buffalo, IA 52728
buffalocityhall@mchsi.com
www.buffaloia.org
 563.381.2226

Rate Increases on Utility Bills

| | Minimum | | Current | 1-Jul Minimum | Increase for budget | | |
|----------------|----------|----------|----------|---------------|---------------------|----|---------|
| Water | \$ 33.37 | 18.58 | \$ 14.79 | | | | |
| Sewer | \$ 28.17 | 26 | \$ 3.17 | | | | |
| Recycle/Tr: | \$ 3.00 | 3 | \$ - | | | | |
| | | Increase | \$ 17.96 | | | | |
| Average | | | | | | | |
| Water | 48.25 | 27.18 | 21.07 | | | | |
| Sewer | 39.58 | 34.6 | 4.98 | | | | |
| Recycle/Tr: | 3 | 3 | 0 | | | | |
| | | Increase | 26.05 | | | | |
| | | | | Trash Pickup | 15.54 | 19 | \$ 3.46 |

Minimum we need to increase monthly recycle / trash pick up \$3.46 to meet budget. Anything above that is up to council.

CITY OF BUFFALO, IOWA
Ordinance 568

An amendment for Fees and Rules for recycling Article 5

WHEREAS, the City of Buffalo has set forth a recycling and solid waste program; and,

WHEREAS, from time to time it becomes necessary to amend the fees and rules associated with the management of the recycling and solid waste program of the City of Buffalo, Iowa.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Buffalo, Iowa amends Chapter 3-4 of the Buffalo Municipal Code as follows:

3-4.0502 RECYCLING CONTAINER DEFINED.

“Recycling container” means an identified container provided by the contracted recycling provider.
Ord. 287 (part), 1991)

3-4.0504 RECYCLING REQUIRED-METHOD OF USE-COLLECTION SCHEDULE.

3. Recyclable materials shall be collected from the recycling containers every other week, at the same time as residential garbage pickup.

(Ord. 287 (part), 1991)

3-4.0505 FEE.

Each residence within the city limits will be charged nineteen dollars (\$19.00) ~~three dollars (\$3.00)~~ per month for trash and recycling-related expenses incurred by the city. If the residence receives a monthly utility billing from the city, such nineteen dollars (\$19.00) ~~three dollars (\$3.00)~~ per month charge shall be added to the regular utility billing. Each residence which does not have a utility billing from the city will be charged a once-per-year fee of two-hundred twenty-eight dollars ~~thirty-six dollars (\$36.00)~~. If any charge for this service shall not be paid by the day of the month in which it shall be come due and payable, a charge of three percent (3%) of the amount of the bill shall be added thereto and collected therewith.

(Ord. 417, 2007, Ord. 287 (part), 1991)

3-4.0508 LIENS FOR UNPAID RECYCLING SERVICE CHARGES.

1. All trash and recycle service rates or charges established in this article, if not paid within ninety (90) days after billing, are a lien upon the premises served by the recycling service.
2. The lien specified in subsection 1 shall be imposed upon a certification by the city to the Scott County treasurer that such rates or charges are due and unpaid. A lien imposed pursuant to this article shall not be less than five dollars (\$5.00).

Effective July 1, 2024

Full force and effect. This ordinance shall be in full force and effect from the date of passage and publication as required by law.

Repealer. This ordinance shall be construed to repeal any prior ordinance inconsistent herewith.

Severability of provisions. If any section, subsection, sentence, clause, phrase, or portion of this ordinance be held invalid or unconstitutional by any court of competent jurisdiction, such portion

shall be deemed a separate, distinct, and independent provision as such holding shall not affect the validity of the remaining portion hereof.

Passed by the City Council of the City of Buffalo, Iowa, this 08th day of July, 2024.
Approved and signed by the Mayor of Buffalo, Iowa, this 08th day of
July, 2024.

Sally Rodriguez, Mayor

Attest: _____
Tanna Leonard, City Clerk

Date of 1st reading:
Date of 2nd reading:
Date of 3rd reading:
Date of Publication:

**CITY OF BUFFALO
ORDINANCE NO. 569**

An Ordinance amending section 3-1.0101 of the Municipal Code of the City of Buffalo
relating to nuisance definitions

WHEREAS, from time to time it is necessary to amend the Buffalo Municipal Code to reflect changes in rules concerning nuisance definitions.

3-1.0101 Definitions.

For use in this chapter, the following terms are defined:

1. "NUISANCE" shall mean whatever poses an unreasonable threat to health or safety; interferes with the comfortable enjoyment of life or property in an unreasonable manner; or causes annoyance or distress to a reasonable person of normal sensitivities. In addition to the above definition and to nuisances as designated by other provisions of the Buffalo City Code and state law, the following are declared to be nuisances:

R. The storage, placing, keeping, or leaving of building materials, appliances, furniture, machinery, equipment, scrap metal, or other similar personal property or fixtures outside of a dwelling or accessory building on residential lots so as to impair the residential character and/or property value of the surrounding lots or neighborhood. This definition shall not apply to boats, camping trailers, or similar recreational vehicles which are not otherwise junk vehicles under Chapter 3; nor shall it apply to building materials, machinery, and equipment on a residential lot when, and only when, an active and valid building permit has been issued for that residential lot.

Full force and effect. This ordinance shall be in full force and effect from the date of passage and publication as required by law.

Repealer. This ordinance shall be construed to repeal any prior ordinance inconsistent herewith.

Severability of provisions. If any section, subsection, sentence, clause, phrase, or portion of this ordinance be held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as separate, distinct, and independent provision as such holdings shall not be affected the validity of the remaining portion hereof.

Adopted by the City Council of the City of Buffalo, Iowa, this 12th day of August, 2024.

Approved and signed by the Mayor of Buffalo, Iowa, this 12th day of August, 2024.

Sally Rodriguez - Mayor

Attest: _____
Tanna Leonard - City Clerk

Date of First Reading
Date of Second Reading
Date of Third Reading
Date of Publication

**CITY OF BUFFALO
ORDINANCE NO. 570**

An Ordinance amending section 6-3.0101 of the Municipal Code of the City of Buffalo relating to abandoned vehicle definitions.

WHEREAS, from time to time it is necessary to amend the Buffalo Municipal Code to reflect changes in rules concerning abandoned vehicle definitions.

NOW THEREFORE BE IT RESOLVED that the City council, of the City of Buffalo, Iowa hereby amends the Buffalo Municipal chapter titled Abandoned Vehicles as follows:

6-3.0101 Definitions.

3. "Vehicle" means any manner of conveyance designed to be propelled by force, but not human powered, along the ground, water or air, and including, but not limited to, automobiles, trucks, tractor trailers, motorcycles, trailers, wagons, tractors, watercraft, aircraft, and snowmobiles. A vehicle is a "nuisance vehicle" if it is upon public or private property, lawful junkyards or salvage yards excepted, not enclosed within a legal structure and exhibits at least one of the following characteristics:

- A. Cannot be operated under its own power or is otherwise inoperable (excluding any trailer unless it meets characteristics outlined in B, C, D, G, J, L, or M);
- B. Has at least one tire that is not fully-operational unless designed to operate without the same;
- C. Is unattended on jacks, blocks, or elevated in any other way which constitutes a threat to the public health, safety or welfare;
- D. Has become a habitat for rats, mice, snakes, or other vermin or insects;
- E. Lacks a fender, door, hood, steering wheel, trunk top, or the same is loosely attached;
- F. Has an exposed and dangerous edge or protrusion;
- G. Lacks current registration or does not display current registration, if registration is required for that category of vehicle. Current registration includes, but is not limited to, a license plate with a current sticker or a dealer sale sticker with valid date;
- H. Leaks any flammable or hazardous fluid;
- I. Has been partly or fully dismantled;
- J. If upon public right-of-way, cannot be legally operated on the same;
- K. In the case of a motor vehicle, cannot be legally operated on a public street or highway;

L. Largely functions as a solid waste container-lawfully operated solid waste or garbage trucks excluded;

M. Has a dangerous or defective condition that poses a threat to the public health or safety;

O. Meets the definition of an "abandoned vehicle" under Section 6-3.0101

Full force and effect. This ordinance shall be in full force and effect from the date of passage and publication as required by law.

Repealer. This ordinance shall be construed to repeal any prior ordinance inconsistent herewith.

Severability of provisions. If any section, subsection, sentence, clause, phrase, or portion of this ordinance be held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as separate, distinct, and independent provision as such holdings shall not be affected the validity of the remaining portion hereof.

Adopted by the City Council of the City of Buffalo, Iowa, this 12th day of August, 2024.

Approved and signed by the Mayor of Buffalo, Iowa, this 12th day of August, 2024.

Sally Rodriguez - Mayor

Attest: _____
Tanna Leonard - City Clerk

Date of First Reading
Date of Second Reading
Date of Third Reading
Date of Publication