

AGENDA CITY OF CEDAR FALLS, IOWA CITY COUNCIL MEETING MONDAY, NOVEMBER 04, 2019 7:00 PM AT CITY HALL

Call to Order by the Mayor

Roll Call

Approval of Minutes

1. Regular Meeting of October 21, 2019.

Agenda Revisions

Special Order of Business

- 2. Public hearing on a proposed lease with the Black Hawk County Conservation Board relative to Cityowned property at 1501 East Lake Street.
 - a) Receive and file proof of publication of notice of hearing. (Notice published October 25, 2019)
 - b) Written communications filed with the City Clerk.
 - c) Oral comments.
- 3. Resolution approving and authorizing execution of a lease with the Black Hawk County Conservation Board relative to City-owned property at 1501 East Lake Street.
- 4. Public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2019 Sanitary Sewer Rehabilitation Project.
 - a) Receive and file proof of publication of notice of hearing. (Notice published October 25, 2019)
 - b) Written communications filed with the City Clerk.
 - c) Oral comments.
- 5. Resolution approving and adopting the plans, specifications, form of contract & estimate of cost for the 2019 Sanitary Sewer Rehabilitation Project.
- 6. Public hearing on the proposed submission of the City's 2018-2019 Consolidated Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant Program.
 - a) Receive and file proof of publication of notice of hearing. (Notice published October 16, 2019)
 - b) Written communications filed with the City Clerk.
 - c) Oral comments.
- 7. Resolution approving the submission of the City's 2018-2019 Consolidated Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant Program.

Old Business

- 8. Pass Ordinance #2957, amending Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances relative to establishing a 35 miles per hour speed limit on Ridgeway Avenue from Hudson Road east to Iowa Highway 58, upon its third & final consideration.
- 9. Pass Ordinance #2958, granting a partial property tax exemption to Broadstone BCI lowa, L.L.C. for construction of an industrial use warehouse and production facility at 2900 Capital Way, upon its second consideration.

New Business

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.)

- 10. Receive and file the Committee of the Whole minutes of October 21, 2019 relative to the following items:
 - a) Parking Update.
 - b) Pavement Management.
 - c) Bills & Payroll.
- 11. Receive and file Departmental Monthly Reports of September 2019.
- 12. Approve the following applications for beer permits and liquor licenses:
 - a) Casey's General Store, 5908 Nordic Drive, Class C beer & Class B wine renewal.
 - b) Cedar Falls Woman's Club, 304 Clay Street, Special Class C liquor renewal.

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

- 13. Resolution approving and authorizing execution of an FY20 Cooperative Agreement with the Iowa Civil Rights Commission.
- 14. Resolution levying a final assessment for costs incurred by the City to mow and clear vegetation on the property located at 2208 Coventry Lane.
- 15. Resolution levying a final assessment for costs incurred by the City to mow and clear vegetation on the property located at 1804 Tremont Street.
- 16. Resolution approving and authorizing execution of a Services Agreement with Cope Murphy + Co. LLP relative to legislative services.
- 17. Resolution approving and authorizing designation of a public electric vehicle charging parking space and authorizing the expenditure of funds for the purchase of an Electric Vehicle (EV) charger.
- 18. Resolution approving and authorizing execution of a 28E Agreement for Tobacco, Alternative Nicotine and Vapor Product Enforcement with the Iowa Alcoholic Beverages Division.
- 19. Resolution approving and authorizing execution of Supplemental Agreement No. 12 to the Professional Service Agreement with Snyder & Associates, Inc. for 2019 Engineering Services relative to Slope Stabilization of Ridgewood and Mandalay Drives.
- 20. Resolution approving and authorizing execution of an Encroachment Agreement with the North Cedar Neighborhood Association relative to placement of a neighborhood sign within the East Lone Tree Road public right-of-way.
- 21. Resolution setting November 18, 2019 as the date of public hearing on a proposed amendment to the Zoning Agreement relative to conditions of the HWY-1 Highway Commercial Zoning District for property located in the southwest corner of Highway 58 and West Ridgeway Avenue.

Allow Bills and Payroll

22. Allow Bills and Payroll of November 4, 2019.

City Council Referrals

City Council Updates

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

Adjournment

CITY HALL CEDAR FALLS, IOWA, OCTOBER 21, 2019 REGULAR MEETING, CITY COUNCIL MAYOR JAMES P. BROWN 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, in the City Hall at Cedar Falls, Iowa, at 7:00 P.M. on the above date. Members present: Miller, deBuhr, Kruse, Blanford, Darrah, Green. Absent: Wieland.

52526 - It was moved by Kruse and seconded by Miller that the minutes of the Regular Meeting of October 7, 2019 be approved as presented and ordered of record. Motion carried unanimously.

The Mayor then read a proclamation declaring October 24, 2019 as World Polio Day and Cedar Valley Rotary Club President Eashaan Vajpeyi commented and invited everyone to 'Dine Out' on October 23rd at several local restaurants that have pledged to help raise funds for this effort.

The Mayor then read a proclamation declaring October 20-26, 2019 as Friends of Libraries Week. Library Director Stern commented about Library programs offered throughout the year that are funded by this organization.

The Mayor then recognized his daughter Annie's birthday.

Public Safety Services Director Olson provided introductions of new Public Safety Officer Tryston Adelmund and Part-Time Firefighter Krystal Tucker (unable to attend), and Mayor Brown proceeded with the Administration of Oath to new Public Safety Officer Tryston Adelmund.

- 52527 Mayor Brown announced that in accordance with the public notice of October 11, 2019, this was the time and place for a public hearing on a proposed ordinance granting a partial property tax exemption to Broadstone BCI lowa, L.L.C. for construction of an industrial use warehouse and production facility at 2900 Capital Way. It was then moved by Miller and seconded by Blanford that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 52528 The Mayor then asked if there were any written communications filed to the proposed exemption. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Economic Development Coordinator Graham commented briefly. There being no one else present wishing to speak about the proposed exemption, the Mayor declared the hearing closed and passed to the next order of business.
- 52529 It was moved by Green and seconded by Blanford that Ordinance #2958, granting a partial property tax exemption to Broadstone BCI lowa, L.L.C. for construction of an industrial use warehouse and production facility at 2900

Capital Way, be passed upon its first 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: Miller, deBuhr, Kruse, Blanford, Darrah, Green. Nay: None. Motion carried.

- 52530 It was moved by Kruse and seconded by deBuhr that Ordinance #2955, amending Section 26-118 of the Code of Ordinances by removing property located in the vicinity of 1700-2000 Union Road from the A-1, Agricultural District, and placing the same in the R-1, Residence District, be passed upon its third and final consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Green. Nay: None. Motion carried. The Mayor then declared Ordinance #2955 duly passed and adopted.
- 52531 It was moved by Kruse and seconded by Blanford that Ordinance #2956, amending Chapter 19, Streets and Sidewalks, of the Code of Ordinances relative to monument mailboxes, be passed upon its third and final consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, Kruse, Blanford, Darrah, Green. Nay: deBuhr. Motion carries 5-1. The Mayor then declared Ordinance #2956 duly passed and adopted.
- 52532 It was moved by Kruse and seconded by Green that Ordinance #2957, amending Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances relative to establishing a 35 miles per hour speed limit on Ridgeway Avenue from Hudson Road east to Iowa Highway 58, 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: Miller, deBuhr, Kruse, Blanford, Darrah, Green. Nay: None. Motion carried.
- 52533 It was moved by Blanford and seconded by Darrah that the following items and recommendations on the Consent Calendar be received, filed and approved:

Receive and file the Committee of the Whole minutes of October 7, 2019 relative to the following items:

- a) Census Update.
- b) Creekside Technology Center Master Plan.
- c) Bills & Payroll.

Receive and file the Bi-Annual Report of Community Main Street relative to FY20 Self-Supported Municipal Improvement District (SSMID) Funds and an FY20 Economic Development Grant.

Receive and file the Bi-Annual Report of College Hill Partnership relative to FY20 Self-Supported Municipal Improvement District (SSMID) Funds and an FY20 Economic Development Grant.

Approve the following applications for beer permits and liquor licenses:

- a) Aldi Inc., 6322 University Avenue, Class C beer & Class B wine renewal.
- b) Pablo's Mexican Grill, 310 Main Street, Class B beer renewal.
- c) Fareway Store, 4500 South Main Street, Class E liquor renewal.
- d) Fleet Farm, 108 West Ridgeway Avenue, Class C beer & Class B wine new.
- e) Fleet Farm, 400 West Ridgeway Avenue, Class C beer & Class B wine new.

Motion carried unanimously.

52534 - It was moved by Kruse and seconded by Green that the following resolutions be introduced and adopted:

Resolution #21,739, of support for Community Main Street, Inc., and approving and authorizing execution of a Main Street Iowa Program Agreement with Community Main Street Inc. and the Iowa Economic Development Authority for the purpose of continuing the Main Street Program in Cedar Falls.

Resolution #21,740, approving and authorizing execution of an Agreement for the Use of State or Local Overtime and Authorized Expense/Strategic Initiative Program for Organized Crime Drug Enforcement Task Forces (OCDETF) for FY2020.

Resolution #21,741, approving and authorizing execution of Supplemental Agreement No. 1 to the Professional Service Agreement with Snyder & Associates, Inc. relative to the Cedar Heights Drive Reconstruction Project-Viking Road to Greenhill Road.

Resolution #21,742, approving and authorizing execution of a Storm Water Maintenance and Repair Agreement with James V. Sands relative to a post-construction stormwater management plan for Lot 6 of Prairie Springs U.M.C. Minor Plat.

Resolution #21,743, approving and authorizing execution of Supplemental Agreement No. 10 to the Professional Service Agreement with Snyder & Associates, Inc. for 2019 Engineering Services relative to the West Viking Road Reconstruction Project-Production Drive to South Union Road.

Resolution #21,744, approving and authorizing execution of Supplemental Agreement No. 11 to the Professional Service Agreement with Snyder & Associates, Inc. for 2019 Engineering Services relative to Floodwall/Levee System Record Drawing Services.

Resolution #21,745, approving and accepting completion of public improvements in Wild Horse Ridge Fourth Addition.

Resolution #21,746, approving a Central Business District Overlay Zoning District site plan for façade improvements at 116 West 4th Street.

Resolution #21,747, approving and authorizing execution of an Addendum to Developmental Procedures Agreement with Greenhill Estates, Inc. relative to

public improvements in the vicinity of the Greenhill Road and Coneflower Parkway intersection.

Resolution #21,748, approving the final plat of Wild Horse Ridge Fourth Addition.

Resolution #21,749, approving the preliminary plat of The Pointe at Henry Farms.

Resolution #21,750, approving the final plat of The Pointe at Henry Farms.

Resolution #21,751, approving and accepting a Storm Water Easement Agreement, and approving and authorizing execution of a Storm Water Maintenance and Repair Agreement with Vereit Real Estate L.P., relative to a post-construction stormwater management plan for 400 West Ridgeway Avenue.

Resolution #21,752, approving the Creekside Technology Center Master Plan.

Resolution #21,753, approving and authorizing execution of a Contract for Economic Development Website Services with Brand Acceleration, Inc.

Resolution #21,754, approving and authorizing execution of six Agreements for Professional Services relative to use of Community Development Block Grant (CDBG) funds, in conjunction with the FY19-20 Annual Action Plan.

Resolution #21,755, setting November 4, 2019 as the date of public hearing on a proposed lease with the Black Hawk County Conservation Board relative to Cityowned property at 1501 East Lake Street.

Resolution #21,756, receiving and filing, and setting November 4, 2019 as the date of public hearing on, the proposed plans, specifications, form of contract & estimate of cost for the 2019 Sanitary Sewer Rehabilitation Project.

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: Miller, deBuhr, Kruse, Blanford, Darrah, Green. Nay: None. Motion carried. The Mayor then declared Resolutions #21,739 through #21,756 duly passed and adopted.

- 52535 It was moved by Miller and seconded by Kruse that the bills and payroll of October 21, 2019 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: Miller, deBuhr, Kruse, Blanford, Darrah, Green. Nay: None. Motion carried.
- 52536 Public Safety Services Director Olson provided an update and clarified emergency response information regarding a recent accident on Greenhill Road.

The Mayor then recognized Boy Scouts in attendance at the meeting.

- 52537 It was moved by Kruse and seconded by Darrah to adjourn to Executive Session to discuss Legal Matters per Iowa Code Section 21.5(1)(c) to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation, following Public Forum. Upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Green. Nay: None. Motion carried.
- 52538 Public Works Director Schrage responded to a question by Tracie Sulentic, 1008 Rocklyn Street, regarding water runoff from nearby fields and basement flooding.

Penny Popp, 4805 South Main Street, provided a rebuttal regarding a response from her previous comments related to ex parte communications on City Council matters.

Public Safety Services Director Olson and Finance and Business Operations Director Rodenbeck responded to questions by Darren Yoder, 3919 Beaver Ridge Trail, regarding the Insurance Service Office (ISO) rating and the public safety budget.

Director Olson and Councilmember Kruse responded to comments by Thomas (TJ) Frein, 1319 Austin Way, regarding the organizational chart, law enforcement assistance and the process of hiring ahead. Olson also responded to Councilmember Miller's request for clarification on 28E agreements with surrounding communities.

Director Olson responded to comments by Genny Van Dorn, 4124 Thresher Court Unit 304, regarding fire promotions, and questions by Councilmember Green regarding removal of fire helmet cameras.

Councilmember Kruse and Director Olson responded to concerns by Charles Johnson, 1003 State Street, regarding training requirements and salaries of public safety officers.

Director Olson responded to comments by Whitney Smith, 2904 Neola Street, regarding the number of fires in Cedar Falls and training/testing standards.

Director Olson responded to questions by Tracie Sulentic, 1008 Rocklyn Street, regarding staff coverage when there are multiple accidents at the same time.

Finance and Business Operations Director Rodenbeck responded to questions by Jeremy Sulentic, 1008 Rocklyn Street, and Councilmember Green relative to archived City Council meeting videos.

College Hill Partnership Executive Director Kathryn Sogard commented on recent landscaping, seating and improvements at Pettersen Plaza and Seerley Park.

Director Olson responded to comments by Sharon Regenold, 108 Lilliput Lane,

regarding social media, public forum and equipment availability.

The Mayor and Director Olson responded to comments by Sarah Langel, 1312 Windsor Drive, regarding the use of the Compressed Air Foam (CAF) system.

The City Council adjourned to Executive Session at 8:42 P.M.

Mayor Brown reconvened the City Council meeting at 8:57 P.M. and stated that Legal Matters had been discussed but that no further action was required at this time.

52539 - It was moved by Kruse and seconded by Darrah that the meeting be adjourned at 8:58 P.M. Motion carried unanimously.

Jacqueline Danielsen, MMC, City Clerk





DEPARTMENT OF PUBLIC WORKS

PUBLIC WORKS & PARKS DIVISION 2200 TECHNOLOGY PARKWAY CEDAR FALLS, IOWA 50613 319-273-8629 FAX 319-273-8632

MEMORANDUM

TO: Mayor James P. Brown and Cedar Falls City Council

FROM: Chase Schrage, Director, Public Works Department

DATE: October 28, 2019

SUBJECT: Big Woods Campground – Ranger House Lease

In May 2010, the Big Woods Lake Campground was completed and opened for operation. The campground is owned by the City of Cedar Falls but operated by the Black Hawk County Conservation Board (BHCCB). The partnership exists due the expertise that the County has operating other campgrounds in the area. They provide consistent and appropriate control and are able to market this campground with others in the county.

In order to operate the campground efficiently, the BHCCB leased a house from the City in March 2010 at 1501 E. Lake Street, which is at the NW corner of the campground. The house is used to operate the campground and a park ranger lives at that location. The ranger provides assistance to campers in the area, monitors hunting in the deer management zone (to the south and west of the campground) and has law enforcement capabilities and assists the city with that aspect in the Big Woods Lake area.

The previous lease with BHCCB expires at the end of 2019. A new lease has been developed (see attached) by City Attorney Kevin Rogers to continue the partnership between the City and the County. This lease has been reviewed by the Black Hawk County Attorney and he recommends forwarding to the BHCCB for their review. I anticipate it will be reviewed by their board in November.

The Department of Public Works recommends that the City Council approve the new lease agreement with the BHCCB to continue to use the property at 1501 E. Lake Street for the purposes of operating the Big Woods Lake Campground. The new lease would expire December 31, 2029. Please let me know if you have any questions.



LEASE - BUSINESS PROPERTY

THIS LEASE AGREEMENT, is entered into on _______ by City of Cedar Falls, Iowa ("Landlord") whose address for the purpose of this lease is 220 Clay Street, Cedar Falls, IA 50613, and Black Hawk County Conservation Board ("Tenant") whose address for the purpose of this lease is 1346 West Airline Highway, Waterloo, IA 50703.

1. PREMISES AND TERM. The Landlord, in consideration of the agreements and conditions herein contained, leases to the Tenant and Tenant leases from Landlord, according to the terms of this lease, the following described "premises", situated in Black Hawk County, Iowa:

That part of the property located at 1501 East Lake Street, Cedar Falls, Iowa, and legally described as set forth on Exhibit A attached hereto, consisting of a one-story frame residential dwelling with detached garage, and surrounding yard and driveway entrance. with the improvements thereon, and all rights, easements and appurtenances, for a term of 10 years, commencing at midnight of the day previous to the first day of the lease term, which shall be on January 1, 2020 and ending at midnight on the last day of the lease term, which shall be on December 31, 2029, upon the condition that the Tenant performs as provided in this lease.

2. RENTAL. Tenant agrees to pay to Landlord as rental for said term, as follows: \$0.00 per month.

Tenant shall pay: All expenses associated with the premises as described in this Lease, including without limitation paragraphs 2, 6 and 7.

2(1). "TRIPLE NET"PROVISION

INITIAL IF APPLICABLE

Tenant agrees that all duties and obligations to repair, maintain and provide utilities and services (paragraphs 6 and 7), to pay special assessments (paragraph 10) and to pay for casualty and liability insurance (paragraph 11) shall be borne solely by Tenant during the term of this lease. (If the parties select this provision, all duties and obligations set forth in paragraphs 6, 7, 10 and 11 shall be performed by the Tenant).

- **3. POSSESSION**. Tenant shall be entitled to possession on the first day of the term of this lease, and shall yield possession to the Landlord at the end of the lease term, except as herein otherwise expressly provided.
- **4. USE OF PREMISES.** Tenant covenants and agrees during the term of this lease to use and to occupy the leased premises only for a ranger station for the ranger managing Big Woods Lake Campground. For restrictions on such use, see paragraphs 6 (c), 6 (d) and 11 (b) below.

- **5. QUIET ENJOYMENT.** Landlord covenants that its estate in said premises is in fee simple and that the Tenant, if not in default, shall peaceably have, hold and enjoy the premises for the term of this lease. Landlord shall have the right to mortgage all of its right, title, interest in said premises at any time without notice, subject to this lease.
- 6. EQUIPMENT, DECORATING, REPLACEMENT, REPAIR AND MAINTENANCE.

DEFINITIONS

"Maintain" means to clean and keep in good condition.

"Repair" means to fix and restore to good condition after damage, deterioration or partial destruction.

CONDITIONS OF PREMISES

A. Tenant takes the premises in its present condition.

REPAIRS AND MAINTENANCE

- **B.** Landlord shall replace and repair the structural parts of the buildings. For purposes of this lease, the structural parts of the building shall mean the foundation, exterior walls, load bearing components of interior floors and walls, the roof and all sewers, pipes, wiring and electrical fixtures outside of the structure.
- **C.** Repair shall be performed and paid for by the parties as follows:

	<u>PERFORMANCE</u>	PAY	<u>MENT</u>
	L=LANDLORD T=TENANT	% Landlord	% Tenant
Interior walls, floors and ceilings	T	0.00	100.00
Sewer, plumbing fixtures, pipes, wiring, electrical fixtures within the structure	T	0.00	100.00
Heating equipment	T	0.00	100.00
Air conditioning	T	0.00	100.00
Plate glass (replacement)	T	0.00	100.00
Sidewalks	T	0.00	100.00
Parking areas	T	0.00	100.00
Other common areas (strike if inapplicable)	T	0.00	100.00

D. Landlord shall be responsible for maintenance of all common area under Landlord's control. Tenant shall be responsible for all other maintenance.

- **E.** Any repair or maintenance not specifically provided for above shall be performed and paid for by Tenant
- **F.** Each party shall perform their responsibilities of repair and maintenance to the end that the premises will be kept in a safe and serviceable condition. Neither party will permit nor allow the premises to be damaged or depreciated in value by any act, omission to act, or negligence of itself, its agents or employees.

EQUIPMENT, DECORATING AND ALTERATIONS

G. The following items of equipment, furnishings and fixtures shall be supplied and replaced by the parties as follows:

	<u>SUPPLIED</u> L=Landlord T=Tenant	REPLACED L=Landlord T=Tenant
Heating equipment	T	T
Air conditioning equipment	T	T
Carpeting/floor covering	T	T
Drapes, shades, blinds	T	T

Any similar equipment, furnishings, and fixtures not specifically provided for above shall be provided and paid for by Tenant.

Any equipment, furnishings or fixtures to be supplied by Tenant shall be subject to the Landlord's prior written approval as to quality and method of installation. Tenant shall provide all trade equipment, furnishings and fixtures used in connection with the operation of its business, such as telephones, computers, desks, chairs, shelving and similar items.

H. Tenant shall make no structural alterations or improvements without the prior written consent of the Landlord.

AMERICANS WITH DISABILITIES ACT

I. Tenant will make no unlawful use of said premises and agrees to comply with all valid regulations of the Board of Health, City Ordinances or applicable municipality, the laws of the State of Iowa and the Federal government, but this provision shall not be construed as creating any duty by Tenant to members of the general public, provided, however, responsibility for compliance with the Americans with Disabilities Act shall be performed and paid for by the parties as follows:

	% Landlord	% Tenant
Common areas	0.00	100.00
Tenants area:		
Initial compliance (specify)	0.00	100.00
Future compliance	0.00	100.00

7. UTILITIES AND SERVICES. Utilities and services shall be furnished and paid for by the parties as follows:

	<u>PERFORMANCE</u>	<u>PAYMENT</u>	
	L=Landlord T=Tenant	% Landlord	% Tenant
Electricity	T	0.00	100.00
Gas	T	0.00	100.00
Water and Sewer	T	0.00	100.00
Garbage/Trash	T	0.00	100.00
Janitor/Cleaning	T	0.00	100.00
Common areas	T	0.00	100.00

8. TERMINATION, SURRENDER OF PREMISES AT END OF TERM -- REMOVAL OF FIXTURES.

- **A.** TERMINATION. This lease shall terminate upon expiration of the original term.
- **B.** SURRENDER. Tenant agrees that upon termination of this lease it will surrender and deliver the premises in good and clean condition, except the effects of ordinary wear and tear and depreciation arising from lapse of time, or damage without fault or liability of Tenant.
- **C.** HOLDING OVER. Continued possession by Tenant, beyond the expiration of its tenancy shall constitute a month to month extension of this lease.
- **D.** REMOVAL OF FIXTURES. Tenant may, at the expiration of its tenancy, if Tenant is not in default, remove any fixtures or equipment which Tenant has installed in the premises, providing Tenant repairs any and all damages caused by removal.

- 9. ASSIGNMENT AND SUBLETTING. Any assignment of this lease or subletting of the premises or any part thereof, without the Landlord's prior written permission shall, at the option of the Landlord, constitute an event of default. See paragraph 16. 10. TAXES.
 - **A.** PERSONAL PROPERTY TAXES. Tenant agrees to timely pay all taxes, assessments or other public charges levied or assessed by lawful authority against its personal property on the premises during the term of this lease.
 - **B.** SPECIAL ASSESSMENTS. Special assessments that would be delinquent if not paid during the term of this lease shall be timely paid by the parties in the following proportions:

Landlord 0.00%

Tenant 100.00%

C. Each party reserves its right of protest of any assessment of taxes.

11. INSURANCE.

- **A.** PROPERTY INSURANCE. Landlord and Tenant agree to insure their respective real and personal property for the full insurable value. Such insurance shall cover losses included in the special form causes of loss (formerly all risks coverage). To the extent permitted by their policies the Landlord and Tenant waive all rights of recovery against each other.
- **B.** LIABILITY INSURANCE. Tenant shall obtain commercial general liability insurance in the amounts of \$1,000,000.00 each occurrence and \$2,000,000.00 annual aggregate per location. Such policy shall include liability arising from premises operations, independent contractors, personal injury, products and completed operations and liability assumed under an insured contract. This policy shall be endorsed to include the Landlord as an additional insured and shall include a governmental immunities endorsement in a form approved by Landlord.
- C. CERTIFICATES OF INSURANCE. Prior to the time the lease takes effect the Tenant will provide the Landlord with a certificate of insurance with these property and liability insurance requirements. Such certificate shall include 30 days advance notice of cancellation to the Landlord. A renewal certificate shall be provided prior to expiration of the current policies.
- **D.** ACTS BY TENANT. Tenant will not do or omit doing of any act which would invalidate any insurance, or increase the insurance rates in force on the premises.
- **E.** INCREASED RISKS OR HAZARDS. Tenant further agrees to be liable for and to promptly pay, as if current rental, any increase in insurance rates on said premises and on the building of which said premises are a part, due to increased risks or hazards resulting from Tenant's use of the premises otherwise than as herein contemplated and agreed.
- **F.** Tenant shall provide a copy of this lease to its insurers.
- **12. LIABILITY FOR DAMAGE.** Each party shall be liable to the other for all damage to the property of the other negligently, recklessly or intentionally caused by that party (or their agents, employees or invitees), except to the extent the loss is insured and subrogation is waived under the owner's policy.

13. INDEMNITY. Except as provided in paragraph 21 (A) (5) and except for the negligence of Landlord, Tenant will protect, defend and indemnify Landlord from and against all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence, causing or inflicting injury or damage to any person or property, happening or done in, upon or about the premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by Tenant or any person claiming through or under Tenant.

14. FIRE AND CASUALTY.

- A. PARTIAL DESTRUCTION OF PREMISES. In the event of a partial destruction or damage of the premises, which is a business interference which prevents the conducting of a normal business operation and which damage is repairable within 60 days after its occurrences, this lease shall not terminate. In the event of a partial destruction, Landlord shall repair such damages within 60 days of its occurrence unless prevented from doing so by acts of God, government regulations, or other causes beyond Landlord's reasonable control.
- **B.** ZONING. Should the zoning ordinance of the municipality in which this property is located make it impossible for Landlord to repair or rebuild so that Tenant is not able to conduct its business on these premises, then such partial destruction shall be treated as a total destruction as provided in the next paragraph.
- C. TOTAL DESTRUCTION OF BUSINESS USE. In the event of a destruction or damage of the leased premises **including the parking area** (if parking area is a part of this lease) so that Tenant is not able to conduct its business on the premises or the then current legal use for which the premises are being used and which damages cannot be repaired **within 60 days** this lease may be terminated at the option of either the Landlord or Tenant. Such termination in such event shall be effected by written notice of one party to the other, **within 20 days** after such destruction. Tenant shall surrender possession **within 10 days** after such notice issues and each party shall be released from all future obligations. In the event of such termination of this lease, Landlord at its option, may rebuild or not, at its discretion.

15. CONDEMNATION.

- **A.** DISPOSITION OF AWARDS. Should the whole or any part of the premises be condemned or taken for any public or quasi-public purpose, each party shall be entitled to retain, as its own property, any award payable to it. Or in the event that a single entire award is made on account of the condemnation, each party will then be entitled to take such proportion of said award as may be fair and reasonable.
- **B.** DATE OF LEASE TERMINATION. If the whole of the demised premises shall be condemned or taken, the Landlord shall not be liable to the Tenant except and as its rights are preserved in paragraph 15 (a) above.

16. DEFAULT, NOTICE OF DEFAULT AND REMEDIES.

EVENTS OF DEFAULT

A. Each of the following shall constitute an event of default by Tenant:

- 1) Failure to observe or perform any duties, obligations, agreements or conditions imposed on Tenant pursuant to terms of the lease.
- 2) Abandonment of the premises, "Abandonment" means the Tenant has failed to engage in its usual and customary business activities on the premises for more than fifteen (15) consecutive business days.

NOTICE OF DEFAULT

B. Landlord shall give Tenant a written notice specifying the default and giving the Tenant ten (10) days in which to correct the default. If there is a default (other than for nonpayment of a monetary obligation of Tenant) that cannot be remedied in ten (10) days by diligent efforts of the Tenant, Tenant shall propose an additional period of time in which to remedy the default. Consent to additional time shall not be unreasonably withheld by the Landlord. Landlord shall not be required to give Tenant any more than three notices for the same default within any 365 day period.

REMEDIES

- **C.** In the event Tenant has not remedied a default in a timely manner following a Notice of Default, Landlord may proceed with all available remedies at law or in equity, including but not limited to the following:
 - 1) Termination. Landlord may declare this lease to be terminated and shall give Tenant a written notice of such termination. In the event of termination of this lease, Landlord shall be entitled to prove claim for and obtain judgment against Tenant for all expenses of Landlord in regaining possession of the premises and the reletting thereof, including attorney's fees and court costs, crediting against such claim, however, any amount obtained by reason of such reletting.
 - 2) Forfeiture. If a default is not remedied in a timely manner, Landlord may then declare this lease to be forfeited and shall give the Tenant a written notice of such forfeiture, and may, at the time, give Tenant the notice to quit provided for in Chapter 648 of the Code of Iowa.
- 17. RIGHT OF EITHER PARTY TO MAKE GOOD ANY DEFAULT OF THE OTHER. If default shall be made by either party in the performance of, or compliance with, any of the terms or conditions of this lease, and such default shall have continued for thirty (30) days after written notice thereof from one party to the other, the person aggrieved, in addition to all other remedies now or hereafter provided by law, may, but need not, perform such term or condition, or make good such default and any amount advanced shall be repaid forthwith on demand, together with interest at the rate of 5.00 % per annum, from date of advance.

18. SIGNS.

A. Tenant shall have the right and privilege of attaching, painting or exhibiting signs on the leased premises, provided only (1) that any sign shall comply with the ordinances of municipality in which the property is located and the laws of the State of Iowa; (2) such sign shall not change the structure of the building; (3) such sign, if and when removed, shall not damage the building; and (4) such sign shall

- be subject to the written approval of the Landlord, which approval shall not be unreasonably withheld.
- **B.** Landlord during the last ninety (90) days of this lease, or extension, shall have the right to maintain in the windows or on the building or on the premises either or both a "For Rent" or "For Sale" sign and Tenant will permit, at such time, prospective tenants or buyers to enter and examine the premises.
- 19. MECHANIC'S LIENS. Neither the Tenant nor anyone claiming by, through, or under the Tenant, shall have the right to file or place any mechanic's liens or other lien of any kind or character whatsoever, upon said premises or upon any building or improvement thereon, or upon the leasehold interest of the Tenant, and notice is hereby given that no contractor, sub-contractor, or anyone else who may furnish any material, service or labor for any building, improvements, alteration, repairs or any part thereof, shall at any time be or become entitled to any lien on the premises, and for the further security of the Landlord, the Tenant covenants and agrees to give actual notice thereof in advance, to any and all contractors and sub-contractors who may furnish or agree to furnish any such material, service or labor.

20. LANDLORD'S LIEN AND SECURITY INTEREST.

A. Said Landlord shall have, in addition to any lien given by law, a security interest as provided by the Uniform Commercial Code of Iowa, upon all personal property and all substitutions thereof, kept and used on said premises by Tenant. Landlord may proceed at law or in equity with any remedy provided by law or by this lease for termination of this lease because of Tenant's default in its performance.

21. ENVIRONMENTAL.

- **A.** Landlord. To the best of Landlord's knowledge to date:
 - 1) Neither Landlord nor Landlord's former or present tenants are subject to any investigation concerning the premises by any governmental authority under any applicable federal, state, or local codes, rules and regulations pertaining to air and water quality, the handling, transportation, storage, treatment, usage, or disposal of toxic or hazardous substances, air emissions, other environmental matters, and all zoning and other land use matters.
 - 2) Any handling, transportation, storage, treatment, or use of toxic or hazardous substances that has occurred on the premises has been in compliance with all applicable federal, state and local codes, rules and regulations.
 - 3) No leak, spill release, discharge, emission or disposal of toxic or hazardous substances has occurred on the premises.
 - 4) The soil, groundwater, and soil vapor on or under the premises is free of toxic or hazardous substances.
 - 5) Landlord shall assume liability and shall indemnify and hold Tenant harmless against all liability or expense arising from any condition which existed, whether known or unknown, at the time of execution of the lease which condition is not a result of actions of the Tenant or which condition

arises after date of execution but which is not a result of actions of the Tenant.

B. Tenant. Tenant expressly represents and agrees:

- 1) During the lease term, Tenant's use of the property will not include the use of any hazardous substance without Tenant first obtaining the written consent of Landlord. Tenant understands and agrees that Landlord's consent is at Landlord's sole option and complete discretion and that such consent may be withheld or may be granted with any conditions or requirements that Landlord deems appropriate.
- 2) During the lease term, Tenant shall be fully liable for all costs and expenses related to the use, storage, removal and disposal of hazardous substances used or kept on the property by Tenant, and Tenant shall give immediate notice to Landlord of any violation or any potential violation of any environmental regulation, rule, statute or ordinance relating to the use, storage or disposal of any hazardous substance.
- 3) Tenant, at its sole cost and expense, agrees to remediate, correct or remove from the premises any contamination of the property caused by any hazardous substances which have been used or permitted by Tenant on the premises during any term of this lease. Remediation, correction or removal shall be in a safe and reasonable manner, and in conformance with all applicable laws, rules and regulations. Tenant reserves all rights allowed by law to seek indemnity or contribution from any person, other than Landlord, who is or may be liable for any such cost and expense.
- 4) Tenant agrees to indemnify and hold Landlord harmless from and against all claims, causes of action, damages, loss, costs, expense, penalties, fines, lawsuits, liabilities, attorney fees, engineering and consulting fees, arising out of or in any manner connected with hazardous substances, which are caused or created by Tenant on or after the date of this lease and during any term of this lease, including, but not limited to, injury or death to persons or damage to property, and including any diminution of the value of any leased premises which may result from the foregoing. This indemnity shall survive the cessation, termination, abandonment or expiration of this lease.

22. SUBSTITUTION OF EQUIPMENT, MERCHANDISE. ETC.

- **A.** During its tenancy, the Tenant shall have the right to sell or otherwise dispose of any personal property of the Tenant situated on the premises, when in the judgment of the Tenant it shall have become obsolete, outworn or unnecessary in connection with the operation of the business on the premises; provided, however, that the Tenant shall, in such instance (unless no substituted article or item is necessary) at its own expense, substitute for such items a new or other item in substitution thereof, in like or greater value.
- **B.** Nothing herein contained shall be construed as denying to Tenant the right to dispose of inventoried merchandise in the ordinary course of the Tenant's trade or business.

- **23. RIGHTS CUMULATIVE.** The various rights, powers, options, elections and remedies of either party, provided in this lease, shall be construed as cumulative and no one of them as exclusive of the others, or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.
- **24. NOTICES AND DEMANDS.** Notices as provided for in this lease shall be given to the respective parties hereto at the respective addresses designated on page one of this lease unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such message shall be considered given under the terms of this lease when sent, addressed as above designated, postage prepaid, by certified mail deposited in a United States mail box.
- **25. PROVISIONS TO BIND AND BENEFIT SUCCESSORS, ASSIGNS, ETC.** Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties; except that if any part of this lease is held in joint tenancy, the successor in interest shall be the surviving joint tenant.
- **26. CHANGES TO BE IN WRITING.** None of the covenants, provisions, terms or conditions of this lease shall be modified, waived or abandoned, except by a written instrument duly signed by the parties. This lease contains the whole agreement of the parties.
- **27. CONSTRUCTION.** Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.
- **28. CERTIFICATION.** Tenant certifies that it is 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 it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.
- **29. ADDITIONAL PROVISIONS.** A. **NO ALTERATIONS.** Tenant shall make no alterations or improvements to the Leased Premises without the prior written consent of the City of Cedar Falls Director of Community Development.
 - B. **TERMINATION OF LEASE.** This Lease may be terminated by either Landlord or Tenant upon sixty (60) days' advance written notice to the other party. Upon the giving of such notice, this Lease shall terminate at the expiration of the sixty (60) day period. Tenant agrees to vacate the Leased Premises no later than the expiration of said sixty (60) day period.

City of Cedar Falls, Iowa, LANDLORD

Black Hawk County Conservation Board, TENANT

[ATTACH APPROPRIATE ACKNOWLEDGMENTS HERE]





DEPARTMENT OF PUBLIC WORKS

City of Cedar Falls 501 E. 4th Street Cedar Falls, Iowa 50613 Phone: 319-273-8633 Fax: 319-273-8610

www.cedarfalls.com

MEMORANDUM

Water Reclamation Division

TO: Honorable Mayor James P. Brown and City Council Members

FROM: Jon Fitch, Principal Engineer

Engineering Department

DATE: October 30, 2019

SUBJECT: 2019 Sanitary Sewer Rehabilitation Project Public Hearing

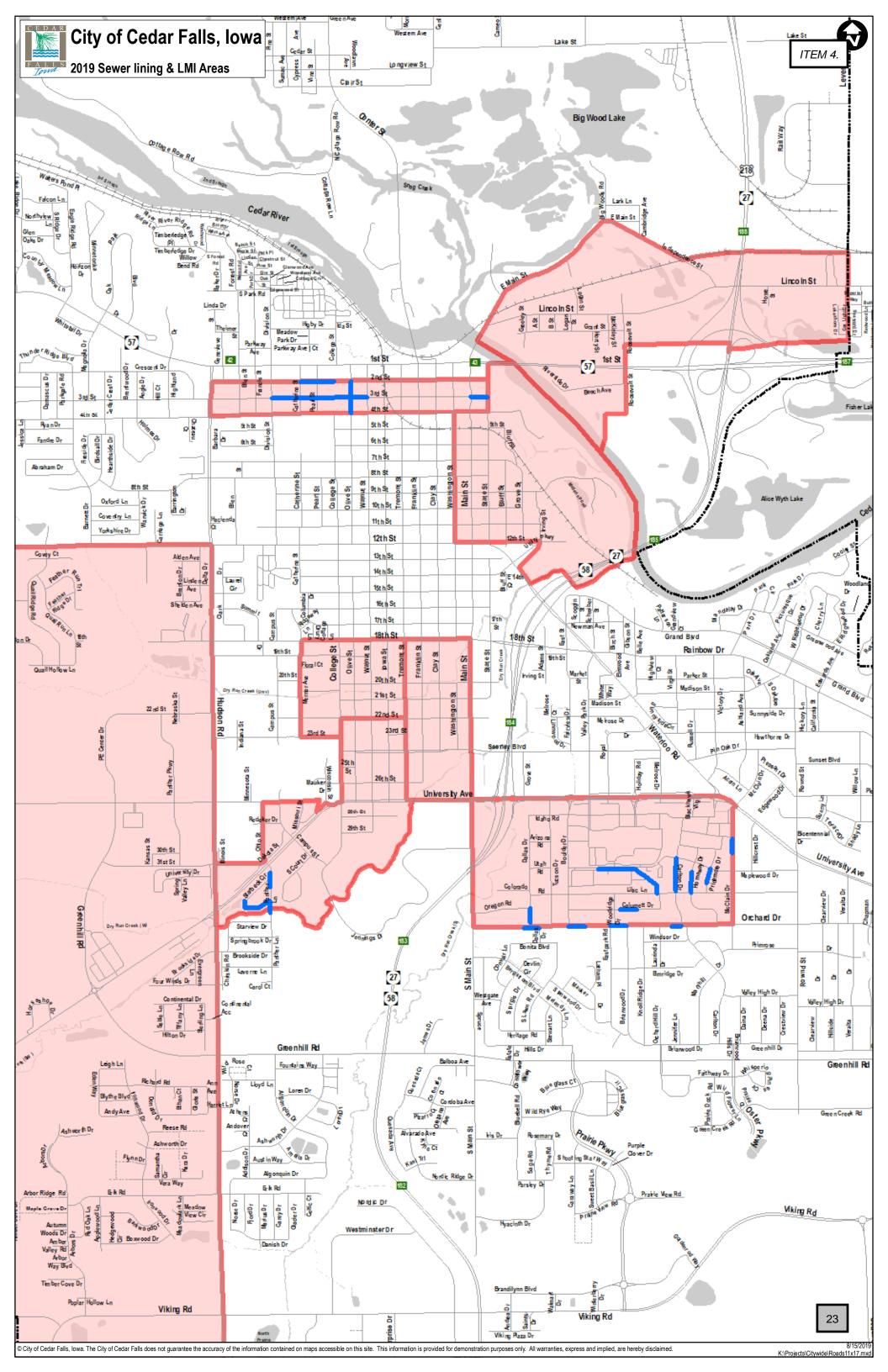
Project No. SA - 000 - 3214

Public Hearing has been set for this project as Monday, November 4, 2019. The Plans, Specifications, Estimate of Cost, and Quantities are on file with the City Clerk's office, and available to contractors.

This project involves approximately 9,000 feet of sanitary sewer line rehabilitation. The total estimated cost for the construction of this project is \$285,000. The majority of the project will be funded by the Community Development Block Grant program. Additional funding above the \$250,000 grant provided will be from the sewer rental fund.

Bid opening is set for Tuesday, November 12, 2019 at 2:00 p.m. Bids will be presented to be received and filed, with a recommendation of a contract, at a future council meeting.

Thank you very much. Please let me know if you have any questions.



PROJECT SPECIFICATIONS FOR 2019 SANITARY SEWER REHABILITATION PROJECT

COMMUNITY DEVELOPMENT BLOCK GRANT FUNDED PROJECT No. SA-000-3214

Cedar Falls, Iowa

ENGINEER'S CERTIFICATION



I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed professional engineer under the laws of the State of Iowa.

Lindsay R Beaman, P.E. Iowa License No. 19971

My license renewal date is December 31, 2019

Pages or sheets covered by this seal: page 1 thru 73

TABLE OF CONTENTS

	Page Number
TITLE SHEET	1
TABLE OF CONTENTS	2 - 3
NOTICE OF PUBLIC HEARING	4
NOTICE TO BIDDERS	5 - 7
DIVISION 1 – Instruction to Bidders	
01 Definition & Terms 02 Qualification of the Bidder 03 Contents of the Proposal Forms 04 Taxes 05 Submission of the Proposal, Identity of Bidder & Bid Security Form of Proposal Bid Bond Bidder Status Form Non-Collusion Affidavit of Prime Bidder Form of Contract	8 8 - 9 9 9 - 10 11 - 12 13 14 - 15 16 17 - 18
DIVISION 2 – Special Provisions	40
01 Award of Contract 02 Availability of Site 03 Subletting or Assignment of Contract 04 Contract Time 05 Weekly record of Working Days 06 Progress Payments 07 Pollution Prevention Plan 08 Method of Measurement 09 Basis of Payment	19 19 19 20 20 20 20 - 21 22 22

DIVISION 3 – Standard Specifications

The City of Cedar Falls has adopted the 2019 edition of the Iowa "Statewide Urban Design and Specifications" (SUDAS) as the City's Standard Specification.

This "Standard Specification" is amended by the City of Cedar Falls' 2018 Supplemental Specifications to the 2019 edition of the Iowa "Statewide Urban Design and Specifications" (SUDAS).

Links to both documents can be found on the City's website at: www.cedarfalls.com/designstandards

DIVISION 4 – Supplemental Plans and Specifications

SUPPLEMENTAL SPECIFICATIONS - BID ITEMS	23 - 25
2019 SANITARY SEWER REHABILITATION PLAN	
List of Locations	26 – 27
DIVISION 5 – CDBG Funding	28 - 73

Wage Determination (11 pages)

Required Federal Contract Language for CDBG Funded Contracts (12 pages) Payroll Form (2 pages)

On-site Interview Forms/Online Employee Questionnaire/Complaint Intake (10 pages) Section 3 (9 pages)

Project Sign (1 page)

NOTICE OF PUBLIC HEARING ON PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATE OF COST FOR THE 2019 SANITARY SEWER REHABILITATION PROJECT IN THE CITY OF CEDAR FALLS, IOWA

TO ALL TAXPAYERS OF THE CITY OF CEDAR FALLS, IOWA, AND OTHER PERSONS INTERESTED:

Public notice is hereby given that the City Council of the City of Cedar Falls, Iowa, will conduct a Public Hearing on Plans, Specifications, Form of Contract, and Estimate of Cost for the construction of the 2019 Sanitary Sewer Rehabilitation Project in said City at 7:00 p.m. on the 4th day of November, 2019, said meeting to be held in the Council Chambers in the City Hall in said City.

Said Plans, Specifications, and Form of Contract are now on file in the office of the City Clerk in the City Hall in Cedar Falls, Iowa, and may be inspected by any persons interested.

Any person interested may appear at said meeting of the City Council for the purpose of making objections to said Plans, Specifications or Contract or the cost of making said improvement.

This notice given by order of the City Council of the City of Cedar Falls, Iowa.

City of Cedar Falls, Iowa
By:
Jacqueline Danielsen, CMC City Clerk

NOTICE TO BIDDERS 2019 SANITARY SEWER REHABILITATION PROJECT IN THE CITY OF CEDAR FALLS, IOWA

<u>Time and Place for Filing Sealed Proposals</u>: Sealed proposals will be received for 2019 Sanitary Sewer Rehabilitation Project at the City Clerk's office by the Water Reclamation Manager or an authorized representative of the City of Cedar Falls, lowa, until 2:00 p.m. on the 12th day of November, 2019.

<u>Time and Place Sealed Proposals will be Opened and Considered</u>: Sealed proposals will be opened and read at 2:00 p.m. on the 12th day of November, 2019 in the City Council Chambers at City Hall, 220 Clay Street Cedar Falls, Iowa, for consideration by the City of Cedar Falls City Council at its meeting at 7:00 p.m. on the 18th day of November, 2019 or at such later time and place as may be fixed. The City of Cedar Falls reserves the right to reject any and all proposals including without limitation, nonconforming, nonresponsive, unbalanced, or conditional bids.

<u>Time for Commencement and Completion of Work</u>: The work under the proposed contract shall commence within eight (8) calendar weeks after the date set forth in the written Notice to Proceed and shall be performed regularly and diligently throughout the duration of the project. The project must be completed by <u>February 28</u>, 2020.

<u>Bid Security</u>: Each Form of Proposal shall be accompanied in a separate envelope by a proposal guaranty as defined in Division 1 Section 05.

<u>Contract Documents</u>: Plans, specifications, and Form of Proposal blanks may be obtained from the Water Reclamation Manager's Office, 501 East 4th Street, Cedar Falls, Iowa. Contract documents are also available electronically by calling 319-268-5161 for ftp site location and access rights.

<u>Preference for Iowa Products and Labor</u>: The Contractor shall give preference to Iowa domestic labor in the construction or building of such public improvement or works in accordance with Section 73 of the Code of Iowa.

<u>Sales Tax</u>: Contractors and approved subcontractors will be provided a Sales Tax Exemption Certification to purchase building materials, supplies or equipment to be used in the performance of this project. Products utilized in the construction of this project will be exempt from tax as provided by Iowa Code Sections 423.2 and 423.45.

<u>Project Description</u>: This work shall consist furnishing and installing a cured in place liner within existing 8 and 24 inch diameter sewer lines in selected areas of the city and in accordance with the contract documents. Total project involves approximately 10,043 linear feet and 157 service taps. A complete list of sewers to be rehabilitated and TV inspection reports for most lines are available. Contractors may wish to perform their own evaluation prior to the bid.

<u>CDBG Funded:</u> This project is being funded in part by Community Development Block Grant (CDBG) dollars originating from the United States Department of Housing and Urban Development (HUD). Therefore, this project is subject to federal labor standard requirements, including Davis Bacon-Act (federal prevailing wage requirements for laborers and mechanics on site) and HUD Section 3 Hiring (low-income persons employment) provisions. Bidders should submit completed and signed "Intent to Comply with Section 3 Requirements" form as part of their bid documentation. The Intent to Comply form as well as details on other federal requirements, including prevailing wage rates, are included in the Specifications.

Section 3 language for procurement documents:

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Section 3 Businesses are encouraged to respond to this proposal. A Section 3 business is a business that is:

51% owned by Section 3 residents*

Whose permanent, full-time staff is comprised of at least 30% Section 3 residents*

Has committed 25% of the dollar amount of its subcontracts to Section 3 businesses

*A Section 3 resident is defined as a public housing resident <u>or</u> someone with a household income that is less than 80% of the area median income.

Businesses that believe they meet the Section 3 criteria are encouraged to register as a Section 3 Business through HUD's website: https://portalapps.hud.gov/Sec3BusReg/BRegistry/RegisterBusiness

Published upon order of the City Council of Cedar Falls, Iowa.

CITY OF CEDAR FALLS, IOWA
BY:
Jacqueline Danielsen, CMC,
City Clerk

DIVISION I – Instruction to Bidders

The work comprising the 2019 Sanitary Sewer Rehabilitation Project shall be constructed in accordance with the 2019 edition of the Iowa "SUDAS" and as further modified by the City of Cedar Falls' 2018 Supplemental Specifications and the special provisions included in the contract documents. The terms used in the contract revision of the documents are defined in said Standard Specifications.

Before submitting your bid, please review all requirements of DIVISION 5 related to CDBG funding of public improvement projects.

Before submitting your bid, please review the requirements of "Division One, General Provisions and Covenants", in particular the sections regarding proposal requirements, bonding, contract execution, and insurance requirements. Please be certain that all documents have been completed properly; as failure to complete and sign all documents and to comply with the requirements listed below can cause your bid not to be read.

01 Definition & Terms

Add the following to Standard Specification Section 1010 – 1.03:

Code of Iowa: The latest edition of the Code of Iowa

Engineer: The City Engineer of Cedar Falls, Iowa or an authorized representative.

Project Manager: The Water Reclamation Manager of Cedar Falls, Iowa or an authorized representative.

Owner: The City of Cedar Falls, Iowa acting through its City Council.

Project: 2019 Sanitary Sewer Rehabilitation Project; Project No. SA-000-3214

02 Qualification of the Bidder

Add the following to Standard Specification Section 1020 – 1.01:

To demonstrate bidder's qualifications to perform the work, within five days of the Owners request, bidder shall submit written evidence such as may be called for below:

The address and description of the bidder's place of business; The number of years engaged in the contracting business under the present firm name, and the name of the state where incorporated; A list of the property and equipment available to the bidder to evaluate if the bidder can complete the work in accordance with the bidding documents; A financial statement of the bidder showing that the bidder has the financial resources to meet all obligations incidental to the work; The bidder's performance record giving the description, location, and telephone number of similar projects constructed in a satisfactory manner by the bidder; A list of projects presently under contract, the

approximate contract amount and the percent of completion of each; A list of contracts which resulted in lawsuits; A list of contracts defaulted; A statement of the bidder indicating whether or not the bidder has ever filed bankruptcy while performing work of a like nature or magnitude; A list of officers of the firm who, while in the employ of the firm or the employ of previous firms, were associated with contracts which resulted in lawsuits, contracts defaulted or filed for bankruptcy; The technical experience of personnel guaranteed to be employed in responsible charge of the work stating whether the personnel have or have not performed satisfactorily on other contracts of like nature and magnitude or comparable difficulty at similar rate of progress; Such additional information as will assist the Owner in determining whether the bidder is adequately prepared to fulfill the contract. Owner's decision as to qualifications of the bidder will be final.

The Owner hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

03 Contents of the Proposal Forms

Add the following to Standard Specification Section 1020 – 1.02:

Plans, specifications, and proposal forms may be obtained from the office of the Water Reclamation Manager's Office, 501 East 4th Street, Cedar Falls, Iowa. Plans, specifications, and proposal forms have been approved by the City Council and are now on file for public examination in the office of the City Clerk. Contract documents are also available electronically by calling 319-268-5161 for ftp site location and access rights.

04 Taxes

Add the following to Standard Specification Section 1020 – 1.08:

Contractors and approved subcontractors will be provided a Sales Tax Exemption Certification to purchase building materials, supplies or equipment in the performance of this project. Products utilized in the construction of this project will be exempt from tax as provided by Code of Iowa Sections 423.2 and 423.45.

05 Submission of the Proposal, Identity of Bidder & Bid Security

Add the following to Standard Specification Section 1020 – 1.12:

The bid security must be in the minimum amount of 10% of the total bid amount including all add alternates (do not deduct the amount of deduct alternates). Bid security shall be in the form of a cashier's check, a certified check, or a bank money order drawn on a FDIC insured bank in lowa or drawn on a FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in lowa or chartered under the laws of the United States; or a bid bond executed by a corporation authorized to contract as a surety in lowa or satisfactory to the Jurisdiction. The bid bond must be submitted on the enclosed Bid Bond form, as no other bid bond forms are acceptable. All signatures on the bid bond must be original signatures in ink;

facsimile (fax) of any signature on the bid bond is not acceptable. Bid security other than said bid bond shall be made payable to City Clerk of the City of Cedar Falls".

"Miscellaneous Bank checks", as well as "Money Orders" and "Traveler's Checks" issued by persons, firms or corporations licensed under Code of Iowa Chapter 533B are not acceptable bid security.

The bid shall be submitted on the Form of Proposal included herewith or on a computer printed proposal. All entries on this proposal shall be filled in ink, typed or computer printed. The bidder shall not alter the quantity, unit price, or the extension that has been provided for items that have been predetermined by the contracting authority.

If the proposal is computer generated, the bidder shall submit a form titled as "Form of Proposal," followed by: the project name, project number, the City of Cedar Falls, Iowa and the bidder's name. The form shall then include the item numbers, item descriptions, and units and their quantities. The bidder shall specify a unit price in figures of dollars and cents for all pay items, the extensions for the respective unit prices and quantities in figures in a column provided for the purpose, and the total amount of the proposal obtained by adding the amounts of the several items. The form shall then conclude with the bidder's name, that of its representative and the representative's signature.

The computer generated proposal then is to be attached to the Form of Proposal included herewith, which has the following entries completed: bid security sum and form, the name of the bidder and its official address, and the bidder's representative's name, signature, and title. Also the total bid shall be completed with the entry of "see attached."

The Proposal shall be submitted in a sealed envelope separate from the Bid Security, Bidder Status Form, and the Non-Collusion Affidavit. The envelope shall bear the return address of the Bidder and shall be addressed as follows:

To: City Clerk
City of Cedar Falls
City Hall
220 Clay Street

Cedar Falls, Iowa 50613

Proposal for: 2019 Sanitary Sewer Rehabilitation Project

Project No. SA-000-3214

FORM OF PROPOSAL 2019 SANITARY SEWER REHABILITATION PROJECT CITY OF CEDAR FALLS, IOWA PROJECT NO. SA-000-3214

To the Mayor and City Council City of Cedar Falls, Iowa

The undersigned hereby certifies that	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
2019 SANITARY SEWER REHABILITATION PROJECT in	accordance with the plans and
specifications on file in the office of the City Clerk, the published	d Notice to Bidders and the Form of
Contract, herewith, complying with all the laws of the State of Io	wa, 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 peri	od of two (2) years from the date of
final acceptance thereof at the following prices, to-wit:	

Item	Item		Item	Unit Pri	ce	Am	ount
No.	Code	Description	Quantity and Units	Dollars	Cents	Dollars	Cents
1	4050- 108-A-0	Pipe Lining, 8 Inch	7,861 Linear Feet				
2	4050- 108-A-0	Pipe Lining, 12 Inch	1,826 Linear Feet				
3	4050- 108-A-0	Pipe Lining, 18 Inch	356 Linear Feet				
4	4050- 108-B-0	Building Sanitary Sewer Service Reconnection	157 Each				
5	4050- 108-B-0	Grouting Service Laterals	157 Each				
6	11020- 108-A-0	Mobilization	1 LS				
				To	otal Bid		

Bidders may not independently bid on selective items of work. In this project, all items constitute one indivisible work that will be let to one bidder. Bids shall be submitted for all of the items. The successful bidder will be determined by evaluating the Total Bid shown above. Failure to submit a bid on any item shall be just cause for disqualification of the entire proposal. Unit bids must be filled in ink, typed or computer generated, or the bid will be rejected. The Owner reserves the right to delete any part or all of any item.

The Owner reserves the right to reject any and all bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional bids. The Owner further reserves the right to reject the bid of any bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. The Owner may also reject the bid of any bidder if the Owner believes that it would not be in the best interest of the project to make an award to that bidder. The Owner also reserves the right to waive all informalities not involving price time or changes in the work

If written notice of approval of award is mailed, telegraphed or delivered to the undersigned within thirty (30) calendar days after the opening thereof, or any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver an agreement in the prescribed form and furnish the required bond within ten (10) calendar days after the Contract is presented to him for signature, and start work within ten (10) calendar days after "Notice to Proceed" is issued.

Bid Security in the sum of	in the form of
	, is submitted herewith in accordance with the
Instructions to Bidders.	
The bidder is prepared to submit a fina	ncial and experience statement upon request.
The bidder has received the following	Addendum or Addenda:
Addendum No. Addendum No. Addendum No. The hidder has filled in all blanks on the	Date Date Date
The bidder has filled in all blanks on the	·
Note: The Penalty for making false sta Name of bidder	ements in offers is prescribed in 18 U.S.A., Section 1001.
	Ву
Official Address	Title

BID BOND PROJECT NO. SA-000-3214

KNO	W ALL MEN BY THESE PRESENTS, that we,					
pena State	, as Principal, and					
dated	essors, jointly and severally, firmly by these pre I the day of	sents. Whereas the Principa , 20, for	I has submitted the accompanying bid			
NOW	THEREFORE,					
(a)	If said Bid shall be rejected, or in the alternation	ate,				
(b)	If said Bid shall be accepted and the Principal shall execute and deliver a contract in the form specified and shall furnish a bond for the faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,					
agree	this obligation shall be void, otherwise the samed that the liability of the Surety for any and all cation as herein stated.					
susta	tue of statutory authority, the full amount of this ined in the event that the Principal fails to fications or by law.					
no wa	Surety, for value received, hereby stipulates an ay impaired or affected by any extension of the act; and said Surety does hereby waive notice	time within which the Obligee				
are c	ITNESS WHEREOF, the Principal and the Surporations, have caused their corporate seals rs this day of	to be hereto affixed and thes				
		Principal	(Seal)			
		Ву	(Title)			
Witne	ess	Surety	(Seal)			
		,				
Witne		By	Attorney-in-fact			

Bidder Status Form

To be complet	ted by all b	idders				Part A	
Please answer "Y	es" or "No" for	each of the	ne following	ŗ.			
Yes No					ness in lowa. authorized, please review the worksheet on the nex	t page).	
Yes No	My company	y has an o	ffice to tran	sact busi	ness in Iowa.		
Yes No		y has beer			more than receiving mail, telephone calls, and e-ma s in lowa for at least 3 years prior to the first reques		
Yes No					business entity or my company is a subsidiary of a dent bidder in lowa.	nother	
	If you answe complete Pa				ove, your company qualifies as a resident bidder. I	Please	
	If you answe complete Pa				ions above, your company is a nonresident bidder.	Please	
To be complet	ted by resid	dent bid	ders			Part B	
My company has	maintained of	fices in lov	va during th	e past 3	years at the following addresses:		
Dates:/to/ Address:							
City, State, Zip:							
Dates:/_	/	to	/	_/	Address:		
					City, State, Zip:		
Dates:/	/	to	/	_/	Address:		
You may attach a	dditional shee	t(s) if need	ded.		City, State, Zip:		
To be complet	ted by non-	residen	t bidders	;		Part C	
1. Name of hom	e state or fore	ign countr	y reported t	o the low	a Secretary of State:		
Does your cor	mpany's home	state or f	oreian cour	ntry offer r	references to bidders who are residents?	s No	
-			•		ce offered by your company's home state or foreign	_	
and the appropria	ate legal citation	on.				-	
					You may attach additional shee	t(s) if needed.	
To be complet	ted by all b	idders				Part D	
•					nd complete to the best of my knowledge and I kno eason to reject my bid.	w that my	
Firm Name:							
Signature:					Date:		

You must submit the completed form to the governmental body requesting bids per 875 lowa Administrative Code Chapter 156. This form has been approved by the lowa Labor Commissioner. 309-6001 02-14

Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following

describes your business, you are authorized to transact business in lowa. My business is currently registered as a contractor with the lowa Division of Labor. Yes No Yes No My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes. Yes No My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of lowa for lowa income tax purposes. Yes No My business is an active corporation with the lowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution. Yes No My business is a corporation whose articles of incorporation are filed in a state other than lowa, the corporation has received a certificate of authority from the lowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked. Yes No My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled. Yes No My business is a limited liability partnership which has filed a statement of qualification in a state other than lowa, has filed a statement of foreign qualification in lowa and a statement of cancellation has not been filed. Yes No My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination. Yes No My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than lowa, the limited partnership or limited liability limited partnership has received notification from the lowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership. Yes No My business is a limited liability company whose certificate of organization is filed in lowa and has not filed a statement of termination. Yes No My business is a limited liability company whose certificate of organization is filed in a state other than lowa, has received a certificate of authority to transact business in lowa and the certificate

309-6001 02-14

has not been revoked or canceled.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER PROJECT NO. SA-000-3214

	STATE OF	
(1) We are	COUNTY OF	
(owner, partner, officer, representative, or agent)		, being first duly sworn, deposes and says that:
(owner, partner, officer, representative, or agent)	(1) We are	of
(2) We are fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid: (3) Such bid is genuine and is not a collusive or sham bid: (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or, to fix any overhead, profit or cost element of the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Cedar Falls, lowa, or any person interested in the proposed Contract; and (5) The price or prices quoted in the attached bid are fair and proper and are not tainted by a collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant. Signed Title Subscribed and sworn to before me this day of	(ov	
circumstances respecting such bid: (3) Such bid is genuine and is not a collusive or sham bid: (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or, to fix any overhead, profit or cost element of the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Cedar Falls, lowa, or any person interested in the proposed Contract; and (5) The price or prices quoted in the attached bid are fair and proper and are not tainted by a collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant. Signed Title Subscribed and sworn to before me this day of, 20		, the Bidder that has submitted the attached bid:
(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or, to fix any overhead, profit or cost element of the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Cedar Falls, lowa, or any person interested in the proposed Contract; and (5) The price or prices quoted in the attached bid are fair and proper and are not tainted by a collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant. Signed Title Subscribed and sworn to before me this day of, 20 Title		
parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or, to fix any overhead, profit or cost element of the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Cedar Falls, lowa, or any person interested in the proposed Contract; and (5) The price or prices quoted in the attached bid are fair and proper and are not tainted by a collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant. Signed Title Subscribed and sworn to before me this day of, 20 Title	(3) Such bid is genuine	d is not a collusive or sham bid:
Title Subscribed and sworn to before me this day of, 20 Title	parties in interest, including indirectly, with any other Bid for which the attached bid had in any manner, directly or incother Bidder, firm or person overhead, profit or cost eleconspiracy, connivance, or person interested in the profit of the price or prices conspiracy, connivance or the conspiracy of the conspiracy.	is affiant, has in any way colluded, conspired, connived or agreed, directly r, firm or person to submit a collusive or sham bid in connection with the Contract peen submitted or to refrain from bidding in connection with such Contract, or have the collusion or communication or conference with an affix the price or prices in the attached bid or of any other Bidder, or, to fix all ent of the bid price of any other Bidder, or to secure through any collusion lawful agreement any advantage against the City of Cedar Falls, lowa, or as sed Contract; and oted in the attached bid are fair and proper and are not tainted by a collusion awful agreement on the part of the Bidder or any of its agents, representative
Title Subscribed and sworn to before me this day of, 20 Title		Signed
Subscribed and sworn to before me this day of, 20 Title		
this day of, 20		Title
Title	Subscribed and sworn to be	e me
	this day of	, 20
	Title	

FORM OF CONTRACT

This Contra	act entered into in <u>quadru</u>	<u>plicate</u> at Cedar Falls, Iowa, this	day of
, 2019	, by and between the Cit	y of Cedar Falls, Iowa, hereinafter o	alled the
Owner, and	of	, hereinafter called the Co	ntractor.
WITNESSETH:			

The Contractor hereby agrees to furnish all labor, tools, materials, and equipment and construct the public improvement consisting of: 2019 SANITARY SEWER REHABILITATION PROJECT; PROJECT NO. SA-000-3214 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 21st day of October, 2019 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 2019 SANITARY SEWER REHABILITATION PROJECT attached hereto shall be made a part of this contract as fully as though set out herein verbatim:

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

- n. Non-collusion Affidavit of Prime Bidder
- o. Bidder Status Form

On completion of the said improvement, the Owner agrees to pay to the Contractor the prices set out in the Form of Proposal of the Contractor, said payment to be made in the manner stated in the published Notice to Bidders.

In Witness whereof, this Contract has been executed in <u>quadruplicate</u> on the date first herein written

writteri.	
	Contractor
	CITY OF CEDAR FALLS, IOWA
	By James P. Brown, Mayor City of Cedar Falls
Attest:	
Jacqueline Danielsen, CMC City Clerk	

DIVISION 2 - Special Provisions

Special Provisions are intended to amend or supplement the General Provisions and Covenants of the "SUDAS" Standard Specifications. All sections that are not amended or supplemented remain in full force and effect.

01 Award of Contract

Add the following to Standard Specification Section 1030 – 1.03:

The lowest responsive bidder will be required to furnish a performance, payment, and maintenance bond in the sum equal to one hundred (100%) percent of the total bid. The maintenance bond shall guarantee the maintenance of the improvements for a period of two (2) years from and after its completion and acceptance by the City of Cedar Falls.

02 Availability of Site

Add the following to Standard Specification Section 1050 – 1.04:

During construction of this project, the Contractor will be required to coordinate all work operations with the Department of Community development, City project contractors, and / or others involved with, but not limited to, the following events:

- 1) Public Works garbage collection operations
- 2) Street Restoration 2019
- 3) Street Reconstruction 2019
- 4) Cedar Falls Util. Co. electrical, communications, gas & water main projects
- 5) 2019 Public Sidewalk & Patching Project
- 6) College Hill Arts Festival June 21 and 22, 2019
- 7) Sturgis Falls Celebration June 28 thru 30, 2019

03 Subletting or Assignment of Contract

Add the following to Standard Specification Section 1080 – 1.01:

The Contractor's own organization shall perform work amounting to not less than fifty (50%) percent of the total contract cost unless otherwise specified. An item designated as a specialty item may be performed by subcontract, and the cost of any such specialty item as performed by subcontract may be deducted from the total cost before computing the amount of work required by the Contractor's organization.

04 Contract Time

Add the following to Standard Specification Section 1080 – 1.02:

The work under the proposed contract shall commence within eight (8) calendar weeks after the date set forth in the written Notice to Proceed and shall be performed regularly and diligently throughout the duration of the project. There is no specified number of allotted working days for this contract; however, much of this work is in conjunction with street reconstruction or resurfacing. To minimize conflicts, and avoid encountering a situation that may require a possible spot repair under a newly laid street, Contractor should plan to finish by February 28, 2020.

05 Weekly Record of Working Days

Add the following to Standard Specification Section 1080 – 1.06:

Work shall not begin before 7:00 a.m. and shall stop at sunset.

06 Progress Payments

Add the following to Standard Specification Section 1090 – 1.01:

Pay estimates will be submitted to the City Council for approval on the first (1st) and third (3rd) Mondays of each month.

Payment for the work may be made in three parts, if requested by the Contractor. The Contractor may request from the Owner a progress payment when the job is 33% complete and another when the job is 66% complete. Final payment will be made upon satisfactory completion of this contract. Payment will be in accordance with the prices set forth in the proposal for the quantity of work performed. This shall include any additional expenses preapproved by the Owner.

Before final payment is made, the Contractor shall furnish vouchers showing that all subcontractors and all persons furnishing labor and materials have been fully paid for such materials and labor and that the City may retain ten (10) percent of the project cost from the last payment for a period of ninety (90) calendar days following such completion and approval, unless satisfied that material and laborers have been paid for in full.

07 Pollution Prevention Plan

1. Project Description

This work shall consist furnishing and installing a cured in place liner within existing 8 and 24 inch diameter sewer lines in selected areas of the city and in accordance with the contract documents. Total project involves approximately 10,043 feet and 157 service taps. This project encompasses multiple locations within the city.

2. Erosion and Sediment Controls

All contractors and subcontractors operating on the site shall take efforts to prevent contamination of storm water runoff, groundwater, and soils by hazardous material and / or pollutants caused by their operations or encountered in their work. All waste materials and supplies must be removed from the site(s). If construction equipment maintenance or repair is performed on any site, provisions must be made to capture and remove any lubricants or other fluids.

The Contractor shall notify the Owner immediately upon finding a hazardous material contamination either existing at the site or caused by construction activities.

The Contractor and every Subcontractor shall be responsible to the Owner to:

- 1. Execute Contractor's part of the pollution prevention plan as described.
- Conduct all work activities to not damage an existing erosion control measure or stabilizing vegetation. If damages occur, the Contractor shall make repairs with no additional cost to the Owner.
- 3. Coordinate with the Owner for installation of additional erosion control measures that may be needed during construction.

3. Certification Statement

N.P.D.E.S. CERTIFICATION

The contractor certifies under penalty of law that they understand the terms and conditions of the general National Pollutant Discharge Elimination System (NPDES) permit that authorizes the storm water discharges associated with industrial activity from the construction site as part of this certification. Further, by signing and entering into contract for this work, the contractor understands that they are becoming a co-permittee, along with the owner(s) and other contractors and subcontractors, to the lowa Department of Natural Resources NPDES General Permit No. 2 for "Storm Water Discharge Associated with Industrial Activity for Construction Activities" at the identified site. As co-permittee, the contractor understands that they and their company are legally required under the Clean Water Act and the Code of lowa, to ensure compliance with the terms and conditions of the Storm Pollution Prevention Plan developed under this NPDES permit and the terms of this NPDES permit.

08 METHOD OF MEASUREMENT

The Engineer will measure the items of work that have been acceptably constructed as specified in the contract documents for the 2019 SANITARY SEWER REHABILITATION PROJECT in accordance with the 2019 edition of the Iowa "Statewide Urban Design and Specifications" (SUDAS) for public improvements and as further modified by the City of Cedar Falls' 2018 Supplemental Specifications, except as amended or supplemented as follows:

Item No. 4 – Grouting Service Laterals

The number of grouting service laterals will be measured on a per each location basis.

09 BASIS OF PAYMENT

Payment for the items listed in the Method of Measurement will be determined by multiplying the item quantity (as determined in the Method of Measurement) by the unit price as bid on the proposal form in accordance with the 2019 edition of the Iowa "STATEWIDE URBAN DESIGN AND SPECIFICATIONS" (SUDAS) as amended by the City of Cedar Falls' 2018 Supplemental Specifications to the 2019 edition of the Iowa "STATEWIDE URBAN DESIGN AND SPECIFICATIONS" (SUDAS), except as amended or supplemented as follows:

Item No. 4 – Grouting Service Laterals

The Contractor will be paid the contract unit price per each measured.

DIVISION 4 - SUPPLEMENTAL PLANS AND SPECIFICATIONS

All work shall be constructed as specified in the Contract documents for the 2019 SANITARY SEWER REHABILITATION PROJECT in accordance with the 2019 Edition of the Iowa "STATEWIDE URBAN DESIGN AND SPECIFICATIONS" (SUDAS) as amended by the City of Cedar Falls' 2018 Supplemental Specifications to the 2019 edition of the Iowa "STATEWIDE URBAN DESIGN AND SPECIFICATIONS" (SUDAS), except as amended or supplemented as follows:

Item No. 1-3 – Pipe Lining, 8 Inch, 12 Inch, and 18 Inch

Traffic control as per I.D.O.T. Specification Section 2528.12 shall be incidental to bid items. The bypassing of sewage shall be incidental the bid items. The cleanup of the work site is incidental to the bid items including maintenance of surfaces such as paving, seeding, sodding and graveling, as needed, if damaged.

Resin-Impregnated Tube for Cured-in-place pipe (CIPP) Lining shall be used per SUDAS Section 4050 2.05.

<u>Water-tight end seals are required.</u> Sealing is incidental to lining. The Contractor is responsible for using one or more of the following methods to achieve a water tight seal at both ends of the liner:

- 1. Install gasketed stainless steel bands (LMK or pre-approved equal) inside each end of the host pipe prior to lining. This method shall be the only acceptable method for pipes 18" or larger in diameter, or those subject to hydrostatic pressure (ground water table) at any time of the year.
- 2. Apply a hydrophilic sealing material (Hydrotite or pre-approved equal) 360 degrees inside the circumference of the host pipe at each end.
- 3. Chemical pressure grout between the exterior of the pipe and annulus of the liner after lining at the manhole.

The Contractor shall provide liner "coupon" specimens for testing to the Owner after installation. The Owner will pay all expenses for the testing of these specimens. The cost of retests made necessary by the failure of the samples of specimens to meet the specified requirements shall be paid for by the Contractor. Any liner installed failing this test shall be replaced at the Contractor's expense.

The Contractor shall furnish a general purpose felt/unsaturated polyester resin and catalyst system that meets ASTM Test Procedures D-638 and D-790 and the finished formed physical strengths specified herein. The Formed liner shall conform to the minimum structural standards as listed below:

Physical Characteristics	Test Procedure	Pipe Material Felt/Resin
Tensile Strength	ASTM D-638	3000 psi
Tensile Modulus	ASTM D-638	300000 psi

If, due to broken or offset pipe at the manhole wall, the pipe liner fails to make a tight seal, the Contractor shall apply a seal at that point. The seal shall be of a resin mixture compatible with the liner pipe material.

After insertion is completed, the Contractor shall supply suitable heat source equipment. The equipment shall be capable of delivering the appropriate heat source through the lining section to uniformly raise the temperature to effect forming of the cured-in-place liner. This temperature shall be determined by the system employed.

Any steam for processing shall utilize monitoring methods and forming period as recommended by the liner manufacturer. If water is utilized, the water temperature in the line during the forming period shall be as recommended by the liner manufacturer.

If the liner fails to form, the Contractor shall remove the failed liner and replace it with a new liner. This work shall be performed without additional cost to Owner.

Any defects which will affect in the foreseeable future or warranty period, the integrity or strength of the liner pipe shall be repaired at the Contractor's expense. Allowance shall be given for excess pipe (rib) when the cross-sectional area has been reduced due to offset joints, partial collapse, out of round sections, etc.

Item No. 4 – Building Sanitary Sewer Service Reconnection

Traffic control as per I.D.O.T. Specification Section 2528.12 shall be incidental to bid items. The cleanup of the work site is incidental to the bid items including maintenance of surfaces such as paving, seeding, sodding and graveling, as needed, if damaged.

After the pipe liner has been formed in place, the Contractor shall reconnect the existing active service connections as designated by the Owner. This shall be done without excavation, and in the case of non-man entry pipes, from the interior of the pipeline by means of a television camera and a cutting device that re-establishes the service connections to not less than 90 percent capacity. The CCTV inspection of the formed liner shall show a "dimple effect", which is an indication that there is a tight fit of the liner against the host pipe. If this is not the case, the liner must be reprocessed until there is a good definition of a "dimple" at the service connection, before reconnecting the service connection.

Item No. 5 - Grouting of Service Lines

Chemical grouting equipment shall consist of a closed circuit television system, necessary chemical sealant containers, pumps, regulators, valves, hoses, etc., and lateral connection sealing packers for the various sizes of sewer pipes.

Grout packer shall be cylindrical and have a diameter less than the pipe size and have cables attached at each end to pull it through the line. The same equipment shall be used for both testing and sealing sewer lateral connections. The packer shall contain a lateral sealing inversion tube. This tube should be designed to accommodate two sizes of laterals, 4" and 6" diameters. The inversion tubes are one length to facilitate sealing of approximately 2' of the lateral.

Sewer main shall be televised before service line is grouted; testing of grouted service will also be televised.

The chemical grout shall be a type which has a documented record of satisfactory performance in sewer usage. All grouting materials shall be delivered to the job site in the original, labeled, and unopened containers. Grouts shall be Acrylic base gel chemical sealing material – Avanti AV-100 or equal.

Laterals shall be air tested by isolating the area to be tested with the packer and applying positive pressure into the isolated "void" area. The test procedure will consist of applying air pressure into each isolated void area. The packer ends will be inflated to isolate the lateral and insert and inflatable inversion tube. The lateral shall be tested with a gauge pressure of one-half (1/2) p.s.i. per foot of depth of sewer or a minimum of four (4) p.s.i., whichever is larger. The void pressure will be observed during this test for a minimum of 10 seconds. If the void pressure drop is greater than 1 psi in 10 seconds, the lateral is considered to have failed the air test. If no pressure can be built up, the connection will also have failed the test. Any connection failing the test shall be sealed and retested utilizing the same method and procedures until it does pass the test. The cost of retesting lateral connections shall be considered incidental and included in the cost of sealing sanitary sewer lateral connection.

<u>Item No. 6 – Mobilization</u>

CDBG Federal Grant funding is being utilized on this project. It is the Contractor's responsibility to familiarize themselves with the applicable federal requirements for bidding and construction these improvements. Contractor coordination with federal requirements, including wage reporting and CDBG Project Construction Sign is incidental to this bid item. See Division 5 for additional CDBG Funding Required Provisions.

FY 2019 Rehabilitation (Lining) List

	(In Alphabetical Order by size)								
Video ID#	Street	Length	Taps	Description	Line Size (in)				
1	Calumett	347	12	1000 Blk, MH 63 (9'6") - MH 61 (8'6")	8"				
2	Carlton	171	4	3200 Blk, MH 3094 () - MH 3095 ()	8"				
3	Carlton	302	9	3200 Blk, MH 3095 () - MH 1246 ()	8"				
4	Carlton	225	3	3300 Blk, MH 1246 () - MH 3980	8"				
5	Dallas	306	7	3500 Blk, MH 3265 (10'5") - MH 1382 (8'4") prodruding service	8"				
6	Homeway	208	6	3200 Blk, MH 3092 (9') - MH 1245 (8'11"),	8"				
7	Homeway	233	2	3300 Blk, MH 1245 (7'7") - MH 3363 (9')	8"				
8	Maplewood	163	2	MH 54 (10'1") - MH 480 (9'4")	12"				
9	Maplewood	77	0	MH 480 (9-4") - MH 1114 (11'4")	12"				
10	Maplewood	266	1	MH 1114 (11'4") - MH 1881 (11'7")	12"				
11	Maplewood	96	0	MH 1881 (11'7") - MH 1113 (14'11")	12"				
12	Maplewood	120	0	MH 1113 (14'11") - MH 1699 (12'9")	12"				
13	Maplewood	203	0	MH 1699 (12'9") - MH 1700 ()	12"				
14	Maplewood	213	1	MH 1700 () - MH 1701 ()	12"				
15	Maplewood	338	0	MH 1701 () - MH 1702 ()	12"				
16	McClain	298	4	3100 Blk, MH 447 (5'2") - MH 2943 (3'5")	8"				
17	Orchard	320	4	400 blk, MH 1617 () - MH 1618 ()	8"				
18	Orchard	348	0	700 Blk, MH 1640 () - MH 1543 ()	8"				
19	Orchard	337	1	1000 Blk, MH 1621 () - MH1620 ()	8"				
20	Orchard	199	2	1300 Blk, MH 1470 () - MH 1469 ()	8"				
21	Panther Lane	302	5	3200 Blk, MH 1608 (8'9") - MH 1609 (8'6")	8"				
22	Panther Lane	232	1	3400 Blk, MH 1610 (11'11") - MH 1607 (11'10") under Dry Run Creek	8"				
23	Pridemore	312	7	3300 Blk, MH 3088 (7'4") - 3089 (8'7")	8"				
24	Starbeck Circle	149	1	1500 Blk, MH 3665 (8'11") - MH 3666 (7'7"),	8"				
25	Starbeck Circle	265	1	1600 Blk, MH 3666 (7'7") - MH 1666 (9'3")	8"				

26	Starbeck Circle	246	2	1600 Blk, MH 1666 (9'3") - MH 1667 (11'2")	8"
27	Starbeck Circle	46	0	1600 Blk, MH 1667 (11'2") - MH 1610 (11'11")	8"
28	East 3rd	356	0	100 Blk, MH 784 () - MH 3369 ()	18"
29	West 3rd	300	8	1200 Blk, MH 707 () - MH 496 ()	8"
30	West 3rd	300	8	1100 Blk, MH 496 () - MH 494 ()	8"
31	West 3rd	350	8	1000 Blk, MH 494 () - MH 3034 ()	8"
32	West 3rd	345	8	900 Blk, MH 3034 (7'8") - MH 222 (8'5")	8"
33	West 3rd	350	10	800 Blk, MH 222 (8'5") - MH 2812 (7'9")	8"
34	West 3rd	350	8	700 Blk, MH 2812 (7'9") - MH 3172 ()	12"
35	West 2nd	350	8	1000 Blk, MH 495 (8'9") - MH 643 (8'7")	8"
36	West 2nd	345	8	900 Blk, MH 643 (8'7") to MH 640 (8'5")	8"
37	Walnut	340	8	200 Blk, MH 3174 () - MH 3172 ()	8"
38	Olive	335	8	300 Blk, MH 2812 () - MH 226 ()	8"

DIVISION 5 – CDBG FUNDING REQUIRED PROVISIONS

See Following Pages:

Wage Determination (9 pages)
Required Federal Contract Language for CDBG Funded Contracts (12 pages)
Payroll Form (2 pages)
On-site Interview Forms/Online Employee Questionnaire/Complaint Intake (10 pages)
Section 3 (9 pages)
Project Sign (1 page)

"General Decision Number: IA20190081 08/16/2019

State: Iowa

Construction Types: Heavy and Highway

Counties: Adair, Adams, Allamakee, Appanoose, Audubon, Benton, Black Hawk, Boone, Bremer, Buchanan, Buena Vista, Butler, Calhoun, Carroll, Cass, Cedar, Cerro Gordo, Cherokee, Chickasaw, Clarke, Clay, Clayton, Clinton, Crawford, Dallas, Davis, Decatur, Delaware, Des Moines, Dickinson, Dubuque, Emmet, Fayette, Floyd, Franklin, Fremont, Greene, Grundy, Guthrie, Hamilton, Hancock, Hardin, Harrison, Henry, Howard, Humboldt, Ida, Iowa, Jackson, Jasper, Jefferson, Johnson, Jones, Keokuk, Kossuth, Lee, Linn, Louisa, Lucas, Lyon, Madison, Mahaska, Marion, Marshall, Mills, Mitchell, Monona, Monroe, Montgomery, Muscatine, O'Brien, Osceola, Page, Palo Alto, Plymouth, Pocahontas, Polk, Pottawattamie, Poweshiek, Ringgold, Sac, Shelby, Sioux, Story, Tama, Taylor, Union, Van Buren, Wapello, Warren, Washington, Wayne, Webster, Winnebago, Winneshiek, Woodbury, Worth and Wright Counties in Iowa.

EXCLUDES SCOTT COUNTY

HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 29

2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate,if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number

Publication Date

a

08/16/2019

SUIA2019-001 10/18/2017

	Rates	Fringes
Carpenter & Piledrivermen		
ZONE 1	\$ 27.92	13.28
ZONE 2	26.03	13.38
ZONE 3	26.03	13.38
ZONE 4	25.55	10.80
ZONE 5**	24.45	9.20
CONCRETE FINISHER		
ZONE 1	\$ 27.50	7.10
ZONE 2	\$ 27.50	7.10
ZONE 3	\$ 27.50	7.10
ZONE 4	\$ 24.85	6.10
ZONE 5	\$ 23.80	6.10

ELECTRICIAN (STREET AND
HIGHWAY LIGHTING AND TRAFFIC
SIGNALS)

ZONE 1, 2,	, AND 3\$	24.45	6.50
ZONE 4	\$	23.15	6.50
ZONE 5		21.00	6.50
IRONWORKER (SE	TTING OF		
STRUCTURAL STEE	EL)		
ZONE 1	\$	30.50	10.70
ZONE 2	\$	28.41	10.70
ZONE 3	\$	28.41	11.00
ZONE 4		26.35	9,50
ZONE 5**.	\$	24.50	9.05
LABORER			
ZONE 1, 2	AND 3		
GROUP A.	\$	23.15	9.18
GROUP AA	\$	25.53	9.18
	\$		9.18
GROUP C.	\$	18.22	9.18
ZONE 4	·		
	\$	20.82	8.63
	\$		8.63
	\$		8.63
ZONE 5		20102	
	\$	21 22	7.18
	\$		7.18
	\$		7.18
GROUP C.		17.57	7,10
DOUGH FOUTDWEN	7 00504700		
POWER EQUIPMEN	I OPERATOR		
ZONE 1	đ	24 75	14 55
	\$		14.55
	\$		14.55
	\$		14.55
GROUP D.	\$	27.70	14.55
ZONE 2			
	\$		14.55
	\$		14.55
	\$		14,55
GROUP D.	\$	26.90	14.55
ZONE 3			
GROUP A.	\$	29.05	23.30
GROUP B.	\$	27.25	23.30

GROUP C\$	26.25	23.30
GROUP D\$	26.25	23.30
ZONE 4		
GROUP A\$	30.55	11.65
GROUP B\$	29.41	11.65
GROUP C\$	27.33	11.65
GROUP D\$	27.33	11.65
ZONE 5		
GROUP A\$	27.37	9.60
GROUP B\$	26.33	9.60
GROUP C\$	24.60	9.60
GROUP D\$	23.60	9.60
TRUCK DRIVER (AND PAVEMENT		
MARKING DRIVER/SWITCHPERSON)		
ZONE 1\$	23.85	10.85
ZONE 2		
\$	23.85	10.85
ZONE 3\$	23.85	10.85
ZONE 4\$	23.85	6.65
ZONE 5		
\$	21.90	6.65

ZONE DEFINITIONS

ZONE 1 The Counties of Polk, Warren, and Dallas for all Crafts, and Linn County Carpenters only.

ZONE 2 The Counties of Dubuque for all Crafts and Linn County for all Crafts except Carpenters.

ZONE 3 The Cities of Burlington, Clinton, Fort Madison, Keokuk, and Muscatine (and abutting municipalities of any such cities).

ZONE 4 Story, Black Hawk, Cedar, Jasper, Jones, Jackson, Louisa, Madison, and Marion Counties; Clinton County (except the City of Clinton), Johnson County, Muscatine County (except the City of Muscatine), the City of Council Bluffs, Lee County and Des Moines County.

ZONE 5 All areas of the state not listed above.

LABORER CLASSIFICATIONS - ALL ZONES

GROUP AA - {Skilled pipelayer (sewer, water and conduits) and tunnel laborers; asbestos abatement worker} (Zones 1, 2 and

GROUP A - Carpenter tender on bridges and box culverts; curb machine (without a seat); deck hand; diamond & core drills; drill operator on air tracs, wagon drills and similar drills; form setter/stringman on paving work; gunnite nozzleman; joint sealer kettleman; laser operator; powderman tender; powderman/blaster; saw operator; {pipelayer (sewer, water, and conduits); sign erector*; tunnel laborer; asbestos abatement worker (Zones 4 and 5)}, sign erector.

GROUP B - Air, gas, electric tool operator; barco hammer; carpenter tender; caulker; chain sawman; compressor (under 400 cfm); concrete finisher tender; concrete processing materials and monitors; cutting torch on demolition; drill tender; dumpmen; electric drills; fence erectors; form line expansion joint assembler; form tamper; general laborer; grade checker; handling and placing metal mesh, dowel bars, reinforcing bars and chairs; hot asphalt laborer; installing temporary traffic control devices; jackhammerman; mechanical grouter; painter (all except stripers); paving breaker; planting trees, shrubs and flowers; power broom (not self-propelled); power buggyman; rakers; rodman (tying reinforcing steel); sandblaster; seeding and mulching; sewer utility topman/bottom man; spaders; stressor or stretcherman on pre or post tensioned concrete; stringman on re/surfacing/no grade control; swinging stage, tagline, or block and tackle; tampers; timberman; tool room men and checkers; tree climber; tree groundman; underpinning and shoring caissons over twelve feet deep; vibrators; walk behind trencher; walk behind paint stripers; walk behind vibrating compactor; water pumps (under three inch); work from bosun chair.

GROUP C - Scale weigh person; traffic control/flagger, surveillance or monitor; water carrier.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS - ALL ZONES

GROUP A - All terrain (off road) forklift; asphalt breakdown

roller (vibratory); asphalt laydown machine; asphalt plant;

asphalt screed; bulldozer (finish); central mix plant; concrete pump; crane; crawler tractor pulling scraper; directional drill (60,000 (lbs) pullback and above); dragline and power shovel; dredge engineer; excavator (over cu. yd.); front end loader (4 cy and over); horizontal boring machine; master mechanic; milling machine (over 350 hp); motor grader (finish); push cat; rubber tired backhoe (over cu. yd.); scraper (12 cu. yd. and over or finish); Self-propelled rotary mixer/road reclaimer; sidebroom tractor; slipform portland concrete paver; tow or push boat; trenching machine (Cleveland 80 or similar)

GROUP B - Articulated off road hauler, asphalt heater/planer; asphalt material transfer vehicle; asphalt roller; belt loader or similar loader; bulldozer (rough); churn or rotary drill; concrete curb machine; crawler tractor pulling ripper, disk or roller; deck hand/oiler; directional drill (less than 60,000 (lbs) pullback); distributor; excavator (1/2 cu. yd. and under); form riding concrete paver; front end loader (2 to less than 4 cu. yd.); group equipment greaser; mechanic; milling machine (350 hp. and less); paving breaker; portland concrete dry batch plant; rubber tired backhoe (1/2 cu. yd. and under); scraper (under 12 cu. yd.); screening, washing and crushing plant (mobile, portable or stationary); shoulder machine; skid loader (1 cu. yd. and over); subgrader or trimmer; trenching machine; water wagon on compaction.

GROUP C - Boom & winch truck; concrete spreader/belt placer; deep wells for dewatering; farm type tractor (over 75 hp.) pulling disc or roller; forklift; front end loader (under 2 cu. yd.); motor grader (rough); pile hammer power unit; pump (greater than three inch diameter); pumps on well points; safety boat; self-propelled roller (other than asphalt); self-propelled sand blaster or shot blaster, water blaster or striping grinder/remover; skid loader (under 1 cu. yd.); truck mounted post driver.

GROUP D - Boiler; compressor; cure and texture machine; dow box; farm type or utility tractor (under 75 hp.) pulling disk, roller or other attachments; group greaser tender;

light plants; mechanic tender; mechanical broom; mechanical heaters; oiler; pumps (under three inch diameter); tree chipping machine; truck crane driver/oiler.

** CARPENTERS AND PILEDRIVERMEN, or IRONWORKERS (ZONE 5)

Setting of structural steel; any welding incidental to bridge or culvert construction; setting concrete beams.

* ADDED CRAFT - SIGN ERECTOR

WELDERS - Receive rate prescribed for craft performing

operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates

the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor

200 Constitution Avenue, N.W. Washington, DC 20210

END OF GENERAL DECISION"

ITEM 4.

4.) /	411	decis	ions	by	the	Admini	istrati	ve Rev	iew E	Board	are	final.
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Required Federal Contract Language

For

Community Development Block Grant (CDBG) Funded Contracts

Federal Labor Standards Provisions

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

- A.1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.
- (ii)(a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)
- (c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)
- (d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii)Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv)If the contractor does not make payments to a trustee or other third person, the contractor may consider as plan or make payments to a trustee or other third person, the contractor may consider as plan or program, and it is amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

- 2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.
- 3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)
- (ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)
- (b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;
- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3:

- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).
- (d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under

the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant ',to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- ITEM 4.
- (iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 30.
- **5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract
- **6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.
- **7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- **8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract
- **9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.
- **10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of... influencing in any way the action of such Administration... makes, utters or publishes any statement knowing the same to be false... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."
- 11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.
- **B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.
- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.
- (3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and the contract work and the contract

Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessatisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.
- **C.** Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.
- (1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
- (2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.
- (3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

REQUIRED CONTRACT LANGUAGE

All project contracts shall contain at a minimum the following provisions, as appropriate.

ALL CONTRACTS

1. Access and Maintenance of Records

The contractor must maintain all required records for five years after final payments are made and all other pending matters are closed.

At any time during normal business hours and as frequently as is deemed necessary, the contractor shall make available to the Iowa Economic Development Authority, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this contract.

2. Civil Rights

The Contractor must comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (P.L. 88-352).

 States that no person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the basis of race, color, or national origin.
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended.
- Iowa Civil Rights Act of 1965.
 This Act mirrors the Federal Civil Rights Act.
- Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309).

Provides that no person shall be excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of race, color, national origin, sex, age, or handicap under any program or activity funded in part or in whole under Title I of the Act.

- The Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.)
 Provides that no person on the basis of age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794).
 Provides that no otherwise qualified individual shall solely by reason of his/her handicap be excluded from participation in, be denied the benefits of, or be discriminated against under any program or activity receiving Federal financial assistance.
- Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213)



Provides comprehensive civil rights to individuals with disabilities in the areas of employment, be accommodations, state and local government services, and telecommunications.

- Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).
 Provides to the greatest extent feasible, that training and employment opportunities be made available to lower-income residents of project areas and that contracts be awarded to small businesses located within the project area or owned in substantial part by project area residents.
- Federal Executive Order 11246, as amended by Executive Order 11375.

 Provides that no one be discriminated in employment.
- Federal Executive Order 11063, as amended by Executive Order 12259.

3. Termination Clause

All contracts utilizing CDBG funds must contain a termination clause that specifies the following:

- Under what conditions the clause may be imposed.
- The form the termination notice must take (e.g., certified letter).
- The time frame required between the notice of termination and its effective date.
- The method used to compute the final payment(s) to the contractor.

4. Certification regarding government-wide restriction on lobbying.

All contracts utilizing CDBG funds must contain the following certification concerning restriction of lobbying:

"The Recipient certifies, to the best of his or her knowledge and belief, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.
- iii. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

5. Lead-Safe Housing Regulations (As applicable)

24 CFR Part 35 et. al.

Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Properties and Housing Receiving Federal Assistance, Final Rule

6. Standards and Policies Relating to Energy Efficiency

Pub. L. 94-163, 89 Stat. 871

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

7. Notice of Awarding Agency Requirements and Regulations Pertaining to Reporting

The Contractor must provide information as necessary and as requested by the Iowa Economic Development Authority for the purpose of fulfilling all reporting requirements related to the CDBG program.

ALL CONTRACTS IN EXCESS OF \$10,000

In addition to the preceding provisions, all contracts in excess of \$10,000 must include the following language, pursuant to Federal Executive Orders 11246 and 11375:

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ALL CONTRACTS IN EXCESS OF \$100,000

In addition to the preceding provisions, contracts in excess of \$100,000 shall require compliance with the following laws and regulations:

Section 306 of the Clean Air Acts (42 U.S.C. 1857(h)).

Section 508 of the Clean Water Act (33 U.S.C. 1368).

Executive Order 11738.

EPA Regulations - 40 CFR, Part 15.

Clean Air and Water Acts - required clauses:

This clause is required in all third party contracts involving projects subject to the Clean Air Act (42 U.S.C. 1857 et seq.), the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), and the regulations of the Environmental Protection Agency with respect to 40 CFR Part 15, as amended. It should also be mentioned in the bid document.

During the performance of this contract, the CONTRACTOR agrees as follows:

- (1) The CONTRACTOR will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the Excluded Party Listing System pursuant to 40 CFR 32.
- (2) The CONTRACTOR agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- (3) The CONTRACTOR agrees that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the Excluded Party Listing System.

ITEM 4.

(4) The CONTRACTOR agrees that it will include or cause to be included the criteria and requirements are Paragraph (1) through (4) of this section in every nonexempt subcontract and require every subcontractor to take such action as the Government may direct as a means of enforcing such provisions.

ALL CONSTRUCTION CONTRACTS IN EXCESS OF \$2,000

In addition to the preceding provisions, all construction contracts in excess of \$2,000 must include the Federal Labor Standards Provisions (verbatim) found in Appendix 2 under Required Contract Provisions. (Housing rehabilitation contracts of less than 8 units are excluded from this requirement.)

HOUSING AND URBAN DEVELOPMENT ACT OF 1968 SECTION 3 CLAUSE

- A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Section 3, and all applicable rules and orders of the Department issued there under prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.
- C. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding if any, a notice advising said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. The contractor will include this Section 3 clause in every subcontract; for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the Subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Section 3. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Section 3 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Section 3, and all applicable rules and orders of the Department issued there under prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through Federal assistance is provided, and to such sanctions as are specified by 24 CFR Section 135.135.

U.S. Department of Labor Wage and Hour Division

(For Contractor's Optional Use; See Instructions at www.dol.gov/esa//whd/forms/wh347instr.htm)

U.S. Wage and Hour Division Rev. Dec. 2008

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

OMB No.: 1235-0008 Expires: 02/28/2018 NET WAGES PAID FOR WEEK 6) TOTAL PROJECT OR CONTRACT NO. OTHER (8) DEDUCTIONS WITH-HOLDING TAX FICA GROSS AMOUNT EARNED 3 RATE OF PAY PROJECT AND LOCATION 9 TOTAL HOURS 2 HOURS WORKED EACH DAY (4) DAY AND DATE .те яо .то Ø 0 S 0 Ø 0 s 0 Ø 0 Ø 0 Ø 0 s 0 WORK CLASSIFICATION FOR WEEK ENDING 3 62 OR SUBCONTRACTOR NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER Ξ NAME OF CONTRACTOR PAYROLL NO.

52

While completion of Form WH:347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contractors to subcine and subcontractors performing work on Federal agency contractors to subcine with respect to the wages paid each employee during the preceding washer at 2 Pc F. F. § 55 (a)(3)(ii) require contractors to submit weekly a copy of all payrols to the Federal agency contractors to manager paid each employee and manager paid each employee the property of the subcord or mechanic has been paid routlessed or mechanic base been paid routlessed by a signed "Statement of Compliance" indicating that the payrols are correct and complete and that each between mechanics have received legally required wages and fininge benefits.

We estimate that is will take an average of 55 minutes to complete this collection, including time for reviewing these estimates or any other aspect of this collection. We estimate that is will take an average of 55 minutes to complete this collection, including suggestive for reviewing these estimates or any other aspect of this collection. Wage and Hour Division, ESA, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

Public Burden Statement

	(Title)
Date	 (Name of Signatory Party)

do hereby state:

(1) That I pay or supervise the payment of persons employed by

on the		; that during the period commencing on the	
	(Contractor or Subcontractor)		(Building or Work)

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been made or will be made either directly or indirectly on behalf of said day of and ending the day of

from the full	(Contractor or Subcontractor)	sekly wages earned by any person and that no deductions have been made either directly or directly from the full wages earned by any person, other than permissible deductions as define Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the opeland Act, as amended (48 Stat. 948 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. §
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ō weekly wages earned by any p indirectly from the full wages et in Regulations, Part 3 (29 C.F. f Copeland Act, as amended (48 3145), and described below:

- (2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers and mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work performed.
- Apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor. (3) That any apprentices employed in the above period are duly registered in a bona fide

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS (4) That:

in addition to the basic hourly wage rates paid to each laborer or mechanic listed In addition to the basic noutry wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4 (c) below.

EXCEPTIONS <u>ပ</u>

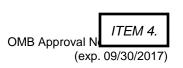
EXPLANATION					
EXCEPTION (CRAFT)					REMARKS

SIGNATURE	
NAME AND TITLE	

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

Record of **Employee Interview**

U.S. Department of Housing and Urban Development Office of Labor Relations

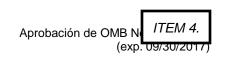


Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The information is collected to ensure compliance with the Federal labor standards by recording interviews with construction workers. The information collected will assist HUD in the conduct of compliance monitoring; the information will be used to test the veracity of certified payroll reports submitted by the employer. Sensitive Information. The information collected on this form is considered sensitive and is protected by the Privacy Act. The Privacy Act requires that these records be maintained with appropriate administrative, technical, and physical safeguards to ensure their security and confidentiality. In addition, these records should be protected against any anticipated threats or hazards to their security or integrity that could result in substantial harm, embarrassment, inconvenience, or unfairness to any individual on whom the information is maintained. The information collected herein is voluntary, and any information provided shall be kept confidential.

1a. Project Name			2a. Employe	2a. Employee Name					
1b. Project Number		2b. Employee	2b. Employee Phone Number (including area code)						
1c. Contractor or Subcontractor (Employer)			2c. Employee	e Home Addr	ess & Zip Co	ode			
			2d. Verification	on of identific	ation?				
3a. How long on this job? 5. Your job classification	3b. Last date on this job before today?	3c. No. of hours I day on this job? on a separate shee	,	te of pay?	4b. Fringe Vacation Medical Pension	Penefits? Yes Yes Yes Yes Yes Yes Yes Yes	No No No	4c. Pay st	ub? No [
6. Your duties									
7. Tools or equipment									
8. Are you an apprention 9. Are you paid for all home 12a. Employee Signate 13. Duties observed by	nours worked?		d at least time and ½ for all hours worked in excess of 40 in a week? ver been threatened or coerced into giving up any part of your pay? 12b. Date						
14. Remarks									
15a. Interviewer name	(please print)	5b. Signature of Interv	ignature of Interviewer 15c. Date of interview						
Payroll Exami 16. Remarks	nation								
17a. Signature of Pay	roll Examiner		17b. Da	te					
Previous editions are of	osolete	-					Forr	n HUD-11 (###	

Historial de Entrevista del Empleado

Departamento de Vivienda y Desarrollo Urbano de EE.UU. Oficina de Relaciones Laborales



Se estima que la tarea de recolección de esta información pública es de aproximadamente 15 minutos por respuesta, incluso el tiempo para examinar instrucciones, buscar fuentes de datos existentes, recopilar y mantener datos necesarios, y completar y examinar la recopilación de la información. Esta agencia no puede recopilar esta información y no se requiere que usted llene este formulario, a menos que éste exhiba un número de control válido de la Oficina de Administración y Presupuesto (OMB, por sus siglas en inglés. La información que se recopila tiene la finalidad de garantizar la conformidad a las normas laborales Federales mediante entrevistas con obreros de construcción. La información recopilada asistirá a HUD a conducir el monitoreo de conformidad; la información se usará para examinar la veracidad de los informes de nómina certificados presentados por el patrón. Información confidencial. La información recopilada en este formulario es considerada confidencial y está protegida por la Ley de Privacidad. La Ley de Privacidad requiere que estos archivos se mantengan con salvaguardas administrativos, técnicos, y físicos apropiados para garantizar su seguridad y confidencialidad. Además, estos archivos deberán ser protegidos contra cualquier amenaza anticipada o riesgos a su seguridad o integridad, que podría causar daño sustancial, vergüenza, inconveniencias, o injusticias a cualquier individuo de quien se mantiene la información. La información recopilada aquí es voluntaria y cualquier información proporcionada será mantenida como confidencial.

1a. Nombre del proyec	eto		2a. Nombre del empleado					
1b. Número del proyec	eto		2b. Número de teléfono d	del empleado (inclu	uso prefijo local)			
1c. Contratista o subcontratista (Patrón)			2c. Dirección residencial 2d. ¿Verificación de iden		digo postal			
			Sí No					
3a. ¿Cuánto tiempo en este trabajo?	3b. ¿Último día en este trabajo antes de hoy?	3c. ¿No. de horas en su ultimo día en este trabajo?	4a. ¿Salario por hora?	Vacaciones S Médicos S	complementarios? Sí No Sí No Sí No No No	4c. ¿Talonario de paga? Sí No		
5. Clasificación(es) de	su trabajo(s) (enumere to	odas) continúe en una	página separada si es nece	esario				
6. Sus deberes								
7. Herramientas o equ	iipo usado							
8. ¿Es aprendiz?	s 	horas semanale				8 N 40		
9. ¿Le pagan todas las trabajadas? 12a. Firma del empleado		11. ¿Alguna ve.	z ha sido amenazado o coe	rcionado a entrega	r parte de su paga?			
rza. Filma dei empiea	do		тир. Респа					
13. Deberes observados por el entrevistador (Por favor sea específico.)								
14. Comentarios								
15a. Nombre del entre	vistador (use letra de imp	renta) 15b. Fir	ma del entrevistador		15c. Fecha de la er	ntrevista		
Examinación o	de Nómina							
16. Comentarios								
17a. Firma del examin	nador de nómina		17b. Fecha					

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT Office of Labor Relations

ON-LINE EMPLOYEE QUESTIONNAIRE

HUD FORM,	4730E
OMB Approval N (Exp	ITEM 4.
_	

Many construction projects assisted by the Department of Housing and Urban Development (HUD) are covered by federal labor standards. These standards include the payment of prevailing wage rates as determined by the Secretary of Labor, otherwise known as Davis-Bacon wage rates. In addition, many projects are covered by overtime rules that require the payment of one and one-half times the regular rate of pay for hours worked over 40 in a workweek. Construction workers who are paid less than prevailing wages for the work they perform or who do not receive time and one-half for overtime hours worked may be entitled to wage restitution (back wages). Also, maintenance workers employed at many public and Indian housing projects are covered by prevailing wage rates determined by HUD. Maintenance workers that do not receive

If you think that you may not have been paid correctly for construction or maintenance work that you performed on a HUDassisted project, you can complete this questionnaire and submit it to HUD electronically by clicking on the "Submit" button at the end of the form. Or you can print your completed form and mail it to HUD at the following address:

U.S. Department of HUD

prevailing wages or, in some cases, overtime pay, may also be entitled to wage restitution.

Office of Labor Relations

451 7th Street, SW, Room 2102 Washington,

DC 20410

We will review the information you provide and will let you know if you have been underpaid and, if so, we will work to ensure that you receive any additional wages that you may have earned. Please note that if we believe you have been underpaid, we will probably need to contact you for more information.

Please respond to all of the questions listed below. Your responses will be considered confidential and will not be released to anyone without your permission. Your answers should refer only to the time during which you worked on the HUD assisted project.

If you have any questions, please contact a HUD Labor Relations Specialist. A list of contact names, addresses, telephone numbers, email addresses and the geographic areas they cover can be found at: www.hud.gov/offices/olr

Employer	Project name, number and location
1. Your Name	2. Your Job title
3. When did you work on this project?	4. Where did you work (job site, shop, etc.)?
From: To:	
5. What duties did you perform on this project?	
6. What tools (if any) did you use to perform your duties on the	e project?
7. How was your wage determined? (hourly wage, salary,	8. If your wage was based on piece work, describe how
piece work, etc.)	pay was determined (i.e., \$ per board, per unit, etc.)?

U.S. DEPARTME	NT OF	HOUS	SING	S AND U	RB/	AN DEVE	ΞL	OPMI	ENT	HUD FORM 4730F
Office of Labor Relations								OMB Approval N (Exp. ITEM 4.		
			FS	TIONN A	ΛΙΚ	F				
					10b. If yes, wh	 ich fringe benefits?				
\$				Yes 🗆		No		1		
9b. If you know, what prevailing wage for the			ed	100		110			Vacation	Specify:
\$									Other	
11. On average, how many hours did you work each week?	work c	d you evover 40 in a sing		13. If you worked over 40 hours per week, did you receive overtime pay (1½ times your regular rate of pay)?)	overtime hours	ot receive overtime pay for worked, identify the eks in which overtime was total overtime hours	
	165	INO		Yes		No				
15. Identify other em performed	ployees	(name,	addr	ess, phone	э) w	rho worked	l w	vith you	and who could	confirm the type of work you
16. Identify employee	s (name	e, addres	ss, ph	none) you s	supe	ervised				
How may we contact	you?									
Current address (Include apartment number, if any) (Street/City/State/Zip Code)					Home Pho code)	ne Number (including area				
Permanent/Alternate A	Address	(if curre	nt add	dress is ten	npor	ary)			Alternate F area code)	Phone Number(s) (including
									Cell Phone	;
Email address Date										
Disclosure Authorization										
I authorize the HUD representative to disclose my name and the information I have submitted to the extent necessary to enforce my rights under the Acts administered by the U.S. Department of Housing and Urban Development. Yes No										
SUBMIT PRINT PRINT PRINT PRINT PRINT In the state of this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining data needed, and completing and reviewing the collection of										

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining data needed, and completing and reviewing the collection of information. The information is considered sensitive and will not be released without your approval. Provision of this information is voluntary. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of

Management and Budget (OMB) control number.

HUD and local agencies administering HUD-assisted programs must enforce Federal wage and reporting requirements on covered HUD-assisted construction and maintenance work. Enforcement activities include contacting laborers and mechanics and requesting information about employment on covered projects.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT Office of Labor Relations

HUD FORM 4730 OMB Approval Number 2501-0018 (Exp. 09/30/2018)

FEDERAL LABOR STANDARDS QUESTIONNAIRE

We are conducting a review of federal labor standards compliance on the project named below. We are asking for certain information regarding your employment on this project. Sending this questionnaire to you does not imply that your employer has violated any law.

Please respond to all of the questions listed below. Your responses will be considered confidential and will not be released to anyone without your permission. Your answers should refer only to the time during which you worked on this project. Please return the completed form as soon as possible, using the envelope provided, which needs no postage.

If you have any ques	stions, please call:				
Employer			Project name	, number and location	
1. Your Name			2. Your Job	title	
i. Tour Name			2. Tour 305		
3. When did you work	on this project?		4. Where did	you work (job site, shop, etc)?	
From:		То:			
5. What duties did yo	ou perform on this p	roject?			
6. What tools did you use (if any) to perform your duties on the project?					
7. How were you paid? (hourly wage, salary, piece work, etc.)			8. If your wage was based on piece work, how was your pay determined (i.e., \$ per board, per unit, etc.)?		
9. What was your hourly wage on this project? \$ 10a. Did you receive benefits? Yes \[\sum \cdot \cdo			e fringe	10b. If yes, which fringe benefits did you receive? Vacation	
11. On average, how many hours did you work each week?	12. Did you ever work over 40 hours in a single week?	13. If you worked or per week, did you re overtime pay (at leasyour regular rate of page 1)	eceive st 1½ times pay)?	14. If you did <u>not</u> receive overtime pay for overtime hours worked, identify the number of weeks in which overtime was worked and/or total overtime hours	
15. Attach copies of check stubs or a record of your hours and pay received CHECK IF ATTACHED 16. Attach any other area of the control of t				statements on separate sheet	

ITEM 4.

(Exp. 09/30/2018)

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT Office of Labor Relations

HUD FORM 4730
OMB Approval Number 2501-0018

FEDERAL LABOR STANDARDS QUESTIONNAIRE

17. Identify other employees (name, address, phone) who worked with you and who could confirm the type of work you performed					
18. Identify employees (name, address, phone) you supervised					
I affirm that the information provided herein is accurate to the best of m	ny knowledge.				
Employee Name (Please print clearly)	Home Phone Number (including area code)				
Current address (Include apartment number, if any) (Street/City/State/Zip Code)	Alternate Phone Number(s) (including area code)				
Permanent/Alternate Address (if current address is temporary)	Email address				
Signature	Date				
Disclosure Authorization					

I authorize the HUD representative to disclose my name and the information I have submitted to the extent necessary to enforce my rights under the Acts administered by the U.S. Department of Housing and Urban Development.

Signature:	Date:

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining data needed, and completing and reviewing the collection of information. The information is considered sensitive and will not be released without your approval. Provision of this is voluntary. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget (OMB) control number.

HUD and local agencies administering HUD-assisted programs must enforce Federal wage and reporting requirements on covered HUD-assisted construction and maintenance work. Enforcement activities include contacting laborers and mechanics and requesting information about their employment on covered projects.

HUD-4730 (06/2004) PREVIOUS EDITION IS OBSOLETE

DEPARTAMENTO DE VIVIENDA Y DESARROLLO URBANO DE LOS EE.UU.

Oficina de Relaciones Laborales

CUESTIONARIO DE ESTÁNDARES FEDERALES DE TRABAJO



Estamos llevando a cabo una revisión del cumplimiento con los estándares federales de trabajo en el proyecto mencionado a continuación. Estamos solicitando cierta información concerniente a su empleo en este proyecto. El envío de este cuestionario no implica que su empleador haya violado alguna ley.

Por favor responda a todas las preguntas mencionadas abajo. Sus respuestas se considerarán confidenciales y no se revelarán a nadie sin su permiso. Sus respuestas se deben referir únicamente al tiempo durante el cuál usted trabajó en este proyecto. Por favor devuelva el formulario debidamente llenado lo más pronto posible, usando el sobre proporcionado con franqueo pagado.

Si tiene preguntas, por favor llame:

Empleador		ľ	Nombre del proyecto	o, numero y ubicación	
1. Su nombre			2. El título de su trabajo		
3. ¿Cuándo trabaj	ó en este proyecto?		4. ¿Dónde trabajó uste	ed (lugar del trabajo, taller, etc.)?	
	asta:				
	sempeñó en este pro				
-	, -		ñar sus tareas en el p	royecto?	
7. ¿Cómo se le pagó? (salario por hora, sueldo, trabajo a destajo, etc.)		ı, sueldo, trabajo	8. Si su salario era en base a trabajo a destajo, ¿cómo se determinó su pago (esto es, por tabla, por unidad, etc.)?		
este proyecto? adicionale		10a. Recibió uste adicionales? Sí □	ed beneficios No	10b. Si la respuesta es sí, ¿Cuáles beneficios adicionales recibió? Vacaciones	
11. En promedio, ¿cuántas horas trabajó usted cada semana?	12. ¿Trabajó usted más de 40 horas en una sola semana?	13. Si usted trabajó más de 40 horas por semana, ¿recibió pago por horas extra (por lo menos 1½ veces su tarifa de pago regular)?		14. Si usted <u>no</u> recibió pago de sobre tiempo por las horas extra de trabajo, identifique el número de semanas que trabajó horas extra y/o las horas extra	
cheques o planillas de sus horas y del pago recibido			No uier otro comentario o ESTÁN INCLUIDOS	o declaración en una hoja separada	
	CIAN INCLUIDOS		LOTAR INCLUIDOS	HUD-4730 SPANISH (06/2004) PREVIOUS EDITION IS O	

DEPARTAMENTO DE VIVIENDA Y DESARROLLO URBANO DE LOS EE.UU.

Oficina de Relaciones Laborales

ITEM 4. FORWULAKIO HUD 4730SP Número de Aprobación OMB 2501-0018 Exp. 11/30/2016

CUESTIONARIO DE ESTÁNDARES FEDERALES DE TRABAJO

17. Identifique a otros empleados (nombre, dirección, teléfono) que trabajaron con usted y que podrían confirmar el trabajo que usted desempeñó

18. Identifique a los empleados (nombre, dirección, teléfono) que usted supervisó

Afirmo que la información proporcionada aquí es exacta a mi mejor conocimiento.

Nombre del empleado (Por favor escriba claramente en letra de molde)	Número de teléfono de su domicilio (incluya el código de área)
Dirección actual (Incluya el número de apartamento, si se aplica (Calle/Ciudad/Estado/Código Postal)	Número(s) de teléfono alternativos(s) (incluya el código de área)
Dirección permanente/alternativa (si la dirección actual es temporal)	Dirección de correo electrónico
Firma	Fecha

Autorización de Revelación

Autorizo al representante de HUD revelar mi nombre y la información que he presentado, en la medida necesaria para hacer valer mis derechos bajo las Leyes administradas por el Departamento de Vivienda y Desarrollo Urbano de los EE.UU.

Firma:	Fecha:

La responsabilidad de informar al público para esta recopilación de información se estima a un promedio de 30 minutos por respuesta, incluyendo el tiempo para revisar las instrucciones, buscar las fuentes de datos existentes, recopilar y mantener los datos necesarios, así como completar y revisar la información recopilada. La información se considera confidencial y no se revelará sin su aprobación. El proporcionarla es voluntario. Esta agencia no puede recopilar información y usted no está obligado a llenar este formulario, a menos que se muestre un número de control actual válido de la Oficina de Administración y Presupuesto (OMB).

HUD y las agencias locales que administran los programas asistidos por HUD deben hacer cumplir los requisitos federales de información y salario en los trabajos de construcción y mantenimiento cubiertos, asistidos por HUD. Las actividades de cumplimiento incluyen contratar obreros y mecánicos y solicitar información sobre sus empleos en proyectos cubiertos.

HUD-4730 SPANISH (06/2004) PREVIOUS EDITION IS OBSOLETE

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT Office of Labor Relations



FEDERAL LABOR STANDARDS COMPLAINT INTAKE FORM

Name of complaina	nt			Social S	Security Number		
Current address of	complainant (Street/	City/State/7in Code		Dormon	ent address, if differe	nt from ourront ada	draga .
Current address or	complainant (Street)	City/State/Zip Code)		Perman	ient address, ir differe	nt from current add	iress
Telephone (including	ng area code) (Home	/Cell/Other)		E-Mail a	address		
Project name, locat	ion and contract/pro	ject number		Prime o	ontractor company na	ame	
Employer (company	y) name			Employ	er: name of owner/re	sponsible party	
Employer address				Employ	er: contact information	on (Telephone/Cell/	Other)
Check one:	Current			<u> </u>			
	employee	Period em	ployed on	the proj	ect		
	Former	From:			To:		
	employee Other (specify)						
Occupation/job title		I					
Duties performed (b	pe specific)						
Tools used and/or e	equipment operated						
Wage Rate: \$	perHo	our Day D	Week [Piece	Other (specify)):	
_							
	orked on the pro		184- 1				0.511
Sunday	Monday	Tuesday	Wedne	sday	Thursday	Friday 	Saturday
Usual start and	stop times	Start work time:			End work time:		

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT Office of Labor Relations

FEDERAL LABOR STANDARDS COMPLAINT INTAKE FORM



Were meal breaks taken? Did the employer keep time			☐ If yes, how long were the breaks? records?		
Name of complainant Social Security Number					
		No		Yes	No
Paid Overtime (time and ½) after 40	hours?		Did the complainant keep time records?		
Paid for all hours worked?			Does complainant have other personal records (pay stubs, log books, etc.) he/she can provide?		
Was/is the complainant an Apprentic	e?		Were fringe benefits paid?		
If fringe benefits were paid, che	eck all that apply:	١	Pension		
	☐ Dental insurance	ı	☐ Holiday/Sick/Vacation		
	Bornar modrarioo	- L			
Cash in lieu of fringe benefits					
Health insurance					
Identify other fringe benefits paid					
Names of others affected by the allege	d violation(s)				
Names of others who can verify/attest to t	he complainant's allegation	ons			
☐ Continuation sheets a ☐ Complainant's person		ched			
Complaint taken by:					
Name (print clearly)			Phone number (including area code) and E-mail address	SS	
Title			Agency, office		
Signature			Date		

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining data needed, and completing and reviewing the collection of information. The information is considered sensitive and will not be released without your approval. Provision of this information is voluntary. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget (OMB) control number. HUD and local agencies administering HUD-assisted programs must enforce Federal wage and reporting requirements on covered HUD-assisted construction and maintenance work. Enforcement activities include collecting information from laborers and mechanics and other interested parties regarding information about their employment on covered projects.

86

ITEM 4.

INTENT TO COMPLY WITH SECTION 3 REQUIREMENTS

(To be provided with procurement documents and returned with all submitted bids)

Section 3 of the Housing and Urban Development Act of 1968 [12 U.S.C. 1701u and 24 CFR Part 135] is HUD's legislative directive for providing preference to low-income residents of the local community (regardless of race or gender), and the businesses that substantially employ these persons, for new employment, training and contracting opportunities resulting from HUD-funded projects. The regulations seek to ensure that low- and very low- income persons, and the businesses that employ these individuals, are notified about the expenditure of HUD funds in their community and encouraged to seek opportunities, if created.

A Section 3 resident is defined as a public housing resident <u>or</u> someone with a household income that is less than 80% of the area median income.

A Section 3 business is defined as a business that is:

51% owned by Section 3 residents

Whose permanent, full-time staff is comprised of at least 30% Section 3 residents**

Has committed 25% of the dollar amount of its subcontracts to Section 3 businesses

Note: If your business meets the definition of a Section 3 business, you may register as a Section 3 Business through HUD's website here: https://portalapps.hud.gov/Sec3BusReg/BRegistry/RegisterBusiness

Businesses who self-certify that they meet one of the regulatory definitions of a Section 3 business will be included in a searchable online database. The database can be used by agencies that receive HUD funds, developers, contractors, and others to facilitate the award of covered construction and non-construction contracts to Section 3 businesses.

Please complete the following:

<u> </u>	in the state of th
1.	If awarded a contract for this CDBG funded project, do you anticipate hiring new employeesto complete the project? (Hiring would be specific to this project)
	Yes No If yes, please estimate the number of employees to be hired:
2.	Is your business a Section 3 Business? Yes No
3.	Is the bidder willing to consider hiring Section 3 residents for future employment opportunities that are a direct result of this CDBG funded project?
	Yes No
4.	Is the bidder willing to consider subcontracting with Section 3 Businesses for this project?
	Yes No

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I understand that this contracting opportunity is subject to HUD Section 3 requirements (24 CFR Part 135). I have read and understand the Section 3 requirements as generally described above and presented in the Section 3 contract language included in the procurement documents for this project. If awarded a contract, the business commits to following Section 3 requirements, as they apply to this project. If awarded a contract for this project, the business agrees to provide reports to (insert City/County) on Section 3 efforts and accomplishments.

Name of Contractor/Subcontractor	Address	
Print Name	Title	
Signature	Date	

Sample Format for Section 3 Employee Interviews

Date:	
Dear Emp	ployee:
Economic Section 3 placed in of authori	ovide the information requested on this form that we can verify to the lowal Development Authority that your employment here is achieving the goals of of the Housing and Urban Development Act of 1968. This information will be your confidential personnel file and will be available only to a limited number zed persons. For assistance or further information, please see Thank you.
(Compan	y Official)
	/,
(Compan	y Official)
	Median Income Limits Table is on the reverse side of this form. (use in IEDA website)
Step 1:	Are you a resident of public housing?
	YesNo
*If the and needed.	swer to Step 1 is "Yes," you have completed the form. No further information is
*If the ans	swer to Step 1 is "No," please refer to Steps 2 and 3.
Step 2:	On the Median Income Limits Table, find the county in which you live and the size of your family (count yourself and all family members living at home). Use this information to arrive at the corresponding income level.
Step 3:	Answer this question: Is your family's total income above or below the amount listed for your county and family size? (Check one)
	ABOVEBELOW

Section 3 Business Certification

ITEM 4.

- To be completed by the business claiming Section 3 business status.

Business being certified:

All contract and subcontracts awarded on Section 3 covered projects must be reported in aggregate on the Section 3 Summary Report. For all businesses reported as being Section 3 businesses, documentation of their status must be retained in the project files. IEDA considers this form adequate documentation of Section 3 status.

HUD contracts awarded to the State of Iowa and/or a recipient (City/County) with more than \$200,000 in HUD funds are "Section 3 covered projects". Any contractors, with which they contract for more than \$100,000 on these projects, are required to report on all contracts they make both with Section 3 business concerns and with businesses that are not Section 3 business concerns.

This form is a tool to determine and document the Section 3 business status. Documentation of the status of Section 3 Businesses should be retained in the project files.

Comp	any:
Addre	ss:
Projec	t information:
Projec	Name:
Projec	Address:
Section	n 3 determination
*Pleas	Is your business owned (51% or more) by individuals whose household incomes are NO GREATER THAN 80% of median family income <u>OR</u> by individuals that are public housing residents? The reference https://www.iowaeconomicdevelopment.com/Community/downloads (under recipient income ements and Census Information) to determine if employee is less than 80% of the current area median
income	, , ,
	Yes No
2.	Do 30% (or more) of your full time, permanent employees have household incomes that are N GREATER THAN 80% of median family income, or within three years of the date of first employment with the business concern were Section 3 residents?
	Yes No
3.	Will you subcontract more than 25% of this contract with a qualified business that is either 51% owned by Section 3 residents or 30% or more of its employees are Section 3 residents?
	Yes No

If any of the questions above are marked "yes", the business qualifies as a Section 3 business.	ITEM
I certify that the above statements are true, complete, and correct to the best of my knowledge a belief.	and
Signature:	
Print Name: Date	

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The US Department of Housing & Urban Development ("HUD") requires the recipient to collect information on every person hired in connection with Section 3 projects to ensure compliance with Federal regulations.

As part of (enter your community here)'s Section 3 program your firm is required to report the number of employees hired in connection with a Section 3 Project who are Section 3 Eligible. Complete this form by entering the names and addresses of all new hires and by indicating whether they are Section 3 eligible. A Section 3 resident is:

		A public housing resident; OR An individual who lives within theand whose income falls within the guidelines for low or very low income. See attached table.
		orm must be completed by all subcontractors working on a Section 3 project, defined as a act that exceeds \$100,000, even if the subcontractor is not a "Section 3 Business."
INS	STRI	UCTIONS FOR EMPLOYERS:
1.		ter the name and address of every new employee hired in connection with the Section 3 Project on following list. (Add additional sheets if necessary).
2.		r new employees <u>hired</u> , determine whether each new hire is Section 3 eligible by asking the aployee the following questions upon hiring:
	a.	Are you a resident of public housing? ☐ YES ☐ NO
		answer is "YES," please skip questions "b" and "c". answer is "NO," please follow up by asking question "b".
	b.	Are you a resident of ☐ YES ☐ NO
		answer is "NO," this person is not a Section 3-eligible resident. Therefore, there is not a need to lestion "c".
	C.	In the last 12 months, was your household income (meaning the total for everyone in your family earning income) NOT GREATER THAN the amount listed based on your household size? ☐ YES ☐ NO
lf `	YES	, have the employee complete the certification form (Exhibit 1) and attach this to your

submission.

- 3. Indicate whether each new hire is Section 3 eligible by checking the appropriate box next to their name and address on Section 3 New Hire Report. Indicate "Y" for Yes and "N" for No
- 4. Indicate the Job Category using the following codes:

•	Professionals	Р
•	Technicians	Т
•	Office and Clerical	OC
•	Sales	S
•	Trades	Т
•	Labor	L
•	Service Workers	SW
•	Other	Other

- 5. An authorized representative of the firm must certify the accuracy and completeness of the information provided by signing this form where indicated.
- 6. Subcontractors who have direct agreements with ______regarding a Section 3 covered project are responsible for collecting the Section 3 New Hire Report from all applicable contractors and sub-contractors performing on a Section 3 covered project.
- 7. If there were NO new hires for the report period, please document by checking the box and providing an authorized signature for your company.

Projec	t Name:
	t Address:
Develo	pper Name (if applicable):
Genera	al Contractor Name:
	of Firm Completing This Form:
This F	irm is a (check one):
	Subcontractor Contract Amount: \$
	Professional Services Consultant Contract Amount: \$

Contracts and subcontracts made with vendors to solely provide supplies and/or materials are not subject to the HUD Section 3 requirements. However, where such vendors also install such supplies and materials, said contracts and subcontracts above \$100,000 shall be subject to the HUD Section 3 requirements.

SECTION 3 NEW HIRE COMPLIANCE REPORT

	NAME OF NEW	NAME OF NEW		Labor Category		
	HIRE	ADDRESS (include Suite/Apt #)	YES OR NO	See Instructions		
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						

If there were NO new hires for the report period, please document by checking the box and providing an authorized signature for your company.

□ I certify that there were no new hires during the reporting period

// mm / dd	/to/_/ / yyyymm / dd / yyyy	
Name:	(please print)	Date:
Title:	(please print)	
Signature		

I affirm that the above statements are true, complete, and correct to the best of my knowledge and belief.

Project Construction Sign

White Background

Project Title

Sponsor/Developer

Official(s) or Sponsor Address

Architect or Engineer

Black Lettering

(second line)

Contractor

(second line)

Project Financed by:

Pantone 7540 (CMYK: 0/0/72)

lowa Economic Development Authority Community Development Block Grant

Black Lettering

Kim Reynolds, Governor

Sign Dimensions: 1200mm x 2400mm (approx. 4'x8'x3/4") Plywood Panel (APA Rated A-B Grade-Exterior)







(CMYK: 22/0/100/8)

Pantone 390

(CMYK: 0/0/0/72)

Pantone 7540

Black

73

96





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 James P. Brown and City Council

FROM: Karen Howard, AICP, Planning & Community Services Manager

DATE: October 30, 2019

SUBJECT: Public Hearing for the FY18-19 Community Development Block Grant and

HOME Programs Consolidated Annual Performance and Evaluation Report

(CAPER)

The Community Development Department submits for review and approval the attached FY18-19 Community Development Block Grant and HOME Program Consolidated Annual Performance and Evaluation Report. The report contains the progress made on Community Development Block Grant funded activities from July 1, 2018 through June 30, 2019. This report was reviewed by the Housing Commission at their October 8, 2019 meeting and recommended for approval, subject to the required 15-day public comment period and City Council public hearing. Notice was published in both English and Spanish in the Waterloo-Cedar Falls Courier on October 16th, 2019 inviting public comment.

Please contact me if you have any questions.

Xc: Stephanie Sheetz, AICP, Community Development Director



Public Hearing Draft for Review

City of Cedar Falls, Iowa CDBG Entitlement/HOME Programs Federal Fiscal Year 2018/City Fiscal Year 2019 Consolidated Annual Performance and Evaluation Report (CAPER)

COMMENT PERIOD PUBLICATION (15-day public comment period, per Citizen Participation Plan): October 16th, 2019 through November 4th, 2019 (Published in English and Spanish)
Publication: <u>Waterloo-Cedar Falls Courier</u>; October 16th, 2019

HOUSING COMMISSION (PUBLIC) MEETING ON: October 8th, 2019: Recommendation to Council for approval

ADOPTED BY CITY COUNCIL ON: _______, 2019 (After a properly-noticed public hearing was conducted; closed the 15-day public comment period) Public Hearing Publication: Waterloo-Cedar Falls Courier; October 16th, 2019 (Published in English and Spanish)

Citizen Participation

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

Comment Period: October 16, 2019-November 4, 2019. (Affidavit of Publication). Notices published in English and Spanish, both of which include reasonable accommodation language as well.

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

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

Summary of Comments

There have been no public comments during the the advertised citizen participation period (to date).

CR-05 - Goals and Outcomes

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

The City of Cedar Falls was able to provide assistance and services to low income residents in accordance to the Annual Action Plan through designated projects, all of which were consistent with the City's Consolidated Plan. These projects and services include housing rehabilitation, repair and public services, between release of funds and the end of the fiscal year (June 30th, 2019) covered by this CAPER. The City contracts with the Iowa Northland Regional Council of Governments, specifically for providing assistance with implementing the Entitlement Program as well as for drafting the Cedar Falls elements of a new Consolidated Plan (FFY 2019-2023) and FFY 2019 Annual Action Plan. Concurrent with beginning the Consolidated Planning process, the City obtained permission to expend FFY 2018 funds, through completion of the Tier 1 Environmental Review (ER) and Release of Funds, which was accomplished in mid-August 2018. City and INRCOG staff also continued implementing the housing rehabilitation and repair programs, utilizing updated applications, policies, as well as reworking the procedures for these services. Finally, agency awards were monitored, correlating reports completed, and contracts closed out for FFY 2018.

Overall, these programs were designated to improve the housing stock, prevent homelessness and improve areas that meet CDBG national objectives in the community. By focusing on the strategic plan priorities outlined in the 2014-2018 Cedar Falls Consolidated Plan, we were able to provide decent housing by preserving the affordable housing stock, providing a suitable living environment, and expanding service opportunities. In the end, the City of Cedar Falls strives to make progress and complete all activities, utilize funding in an efficient manner, and serve those with the greatest need.

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

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

Goal	Category	Source: Amount Con Plan Actual '19	Indicator	Unit of Measure	Expected - Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected - Program Year	Actual – Program Year	Percent Complete
College Hill and Downtown Facade Improvements	Non-Housing Community Development	CDBG: \$0 \$0	Facade treatment/business building rehabilitation	Business	75	15	0	0	0	0.00%
Consumer Credit Counseling	Public Services	CDBG: \$17,500 \$1,784	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	100	286	0	40	56	140.00%
Demolition and Clearance	Non-Housing Community Development	CDBG: \$19,500 \$0	Buildings Demolished	Buildings	5	0	0.00%	2	0	0.00%
Emergency Shelter: Homeless Prevention Salvation Army	Homeless	CDBG: \$18,725 \$8,500	Homeless Person Overnight Shelter	Persons Assisted	250	82	0.00%	20	25	125.00%

Public Facilities: Handicapped Access Improvements	Non-Housing Community Development	CDBG: \$0 \$0	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	5	1	0.00%	0	0	0.00%
Public Improvements: Sidewalks	Non- Homeless Special Needs Non-Housing Community Development	CDBG: \$0 \$0	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	40	0	0.00%	0	0	0.00%
Public Services: Boys and Girls Club (North Cedar)	Non- Homeless Special Needs Non-Housing Community Development	CDBG: \$24,175 \$0	Other	Persons Assisted	500	0	0	0	0	0.00%
Public Services: Family and Children's Council	Non- Homeless Special Needs Public Services	CDBG: \$17,550 \$6,700	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	200	145	72.50%	35	65	186.00%
Public Services: Human Rights Educational Outreach	Public Services	CDBG: \$14,000 \$0	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	25	0	0.00%	0	0	0.00%

Public Services: Northeast Iowa Food	Public Services	CDBG: \$15,600 \$8,500	Public service activities other than Low/Moderate Income Housing	Persons Assisted	5,000	22,520	450.40%	3,000	7,308	243.00%
Bank			Benefit							
Public Services: Pathways Behavioral Services	Non- Homeless Special Needs Public Services	CDBG: \$16,375 \$6,500	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	75	52	69.33%	10	22	220.00%
Public Services: Visiting Nurses Association	Non- Homeless Special Needs Public Services	CDBG: \$15,600 \$4,500	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	200	90	45.00%	25	64	256.00%
Single Family Rehabilitation- Repair Cedar Falls CDBG	Affordable Housing	CDBG: \$800,000 \$85,816	Homeowner Housing Rehabilitated	Household Housing Unit	100	46	46.00%	20	9	50.00%

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

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

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

The City of Cedar Falls utilizes several activities to support this priority. These activities include our Housing Rehabilitation and Repair Programs and administration, as well as support of the nonprofit agency Consumer Credit Counseling Services. As noted above, the City completed five rehabilitation and four repair work projects on homes at eight different addresses in the community during FFY 2018. In complement, the Consumer Credit Counselor office provided financial counseling to 56 people from the City of Cedar Falls.

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

During prior years, the City of Cedar Falls utilized five activities to assist with the implementation of this objective. These activities include demolition and clearance of vacant and dilapidated structures; Handicap Access Improvements, Sidewalk Reconstruction Program, Park Equipment Rehabilitation and Neighborhood Facilities. However, none of these activities were funded during FFY 2018, because of changes to the Consolidated Plan and City direction. Nevertheless, during this past year, there were nine rehabilitation and repair projects completed toward this objective as the City transitioned its focus under the CDBG program, as well as addressed project eligibility challenges. All of the rehabilitation and repair projects benefited low-to-moderate income households.

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

The City of Cedar Falls funded six service agencies aimed at meeting the objective of providing and maintaining support services that help City residents remain independent, while expanding economic opportunities and empowering low-and-moderate income households and individuals. All six agencies are Limited Clientele low-to-moderate income providers. These agencies provided an array of services, including: parenting- family education for low-moderate income families with children, drug and alcohol dependency treatment, financial management and education, home healthcare, food distribution, and emergency shelter to the homeless among many other services. Each of the selected six service agencies were expected to serve a particular number of Cedar Falls residents with the use of CDBG funds. During this past year, all six agencies exceeded their expected goals with regard to the number of Cedar Falls residents or households served and counseling appointments completed.

CR-10 - Racial and Ethnic composition of families assisted

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

CDBG	Persons	Households
White	6,435	2,812
Black or African American	611	265
Asian	56	26
American Indian or American Native	0	0
Native Hawaiian or Other Pacific Islander	0	0
Other/Multi-Race	396	167
Total	7,498	3,270
Hispanic	280	2
Not Hispanic	7,218	3,268

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

Narrative

Of the persons that received assistance and services in FFY 2018, 6,435 or 85.80 percent were White and 611 or 8.15 percent Black or African American. Persons of Asian descent comprised 56 persons or 0.75 percent, while 396 persons, or 5.2 percent, identify as Other or Multi-Racial categories. Of the served population, only 280 were reported to be of Hispanic ethnicity. According to Census statistics, these figures are for the most part consistent with the overall population percentages, which consists of 93.40 percent White, 2.10 percent Black or African American and 3.73 percent of the population being Hispanic. Cedar Falls does not have racially/ethnically concentrated areas.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made	Amount Expended		
		Available	During Program Year		
CDBG	Public-Federal	\$594,588	\$229,367		
HOME	Public-Federal	\$41,901	\$0		
HOPWA	Public-Federal	\$0	\$0		
ESG	Public-Federal	\$0	\$0		
Other	Other	\$0	\$0		

Table 3 - Resources Made Available

Narrative

The two primary federal funding resources used by the City of Cedar Falls are the Community Development Block Grant (CDBG) and the HOME Investment Partnership (HOME) Programs, through a consortium with the City of Waterloo. The primary objective of the CDBG Program is to provide decent housing, a suitable living environment and economic opportunities for persons of low-and-moderate income levels. The HOME funds are primarily used for the development and rehabilitation of affordable ownership housing for low-and-moderate income households. During Program Year 2018, the City of Cedar Falls had \$594,588 in CDBG funds available for rehabilitation and repair projects and an annual amount of \$41,901 in HOME funds for serving the residents of the City.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
City of Cedar Falls	100%	100%	See Text Above

Table 4 – Identify the geographic distribution and location of investments

Narrative

Target Area: Cedar Falls (Serving Cedar Falls residents)

Planned Percentage of Allocation: 100% Actual Percentage of Allocation: 100%

The CDBG funds were used in the City of Cedar Falls as designated. In addition to agency awards, the City expended funds for housing rehabilitation and repair programs. Currently, the City has reestablished significant client lists for both of these endeavors and is working to implement projects throughout the community.

CAPER 9

106

Leveraging

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

The City of Cedar Falls encourages applicants and sub-recipients to obtain other public and private resources that address needs identified in the Consolidated Plan. In program year 2018, the City expended \$229,367 in CDBG funds by completing five rehabilitation projects, four repair projects, and financially assisted six different agencies serving low-to-moderate income persons. After reviewing reports provided by these agencies, it has determined that each has incurred expenses far in excess of their awards in order to offer services to Cedar Falls residents. The table below suggests that for each CDBG dollar awarded, agencies matched those funds with approximately \$1.52 from other sources.

	Agency Award	Total Expended	Leveraged/Match
Consumer Credit Counseling	\$2,500	\$1,784.01	\$0.00
Family and Children's Council	\$6,700	\$11,688.93	\$4,988.93
Cedar Valley Food Bank/Pantry	\$8,500	\$14,304.73	\$5,804.73
Pathways Behavioral	\$6,500	\$11,182.70	\$4,682.70
Salvation Army	\$8,500	\$8,924.31	\$424.31
Visiting Nurses Association	\$4,500	\$8,674.00	\$4,174.00
Total	\$37,200	\$56,558.67	\$20,074.67

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

CAPER 10

107

CR-20 - Affordable Housing 91.520(b)

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

	One-Year Goal	Actual
Number of Homeless households to be		
provided affordable housing units	20	25
Number of Non-Homeless households to be		
provided affordable housing units	20	9
Number of Special-Needs households to be		
provided affordable housing units	45	0
Total	85	34

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through		
Rental Assistance	0	0
Number of households supported through		
The Production of New Units	0	0
Number of households supported through		
Rehab of Existing Units	20	9
Number of households supported through		
Acquisition of Existing Units	2	0
Total	22	9

Table 6 – Number of Households Supported

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

In terms of addressing homelessness, or reducing the threat of homelessness, the City of Cedar Falls funded six agencies, as stated previously. As is evident, the agencies provided services beyond the goals set by the City during FFY 2018 with one exception, those serving Special Needs.

With regard to household services, the City focused on Housing Rehabilitation and Repair Programs. During the past year, the City did not meet them because of the workload associated with processing the projected number of applications and project management challenges. The other impediment to accomplishing the target involved addressing the need to update the City's Administrative Plan, policies, and procedures for rehab projects. Doing so involved a significant amount of time and effort, the benefits of which will be realized in future years. With that said, the City redoubled its efforts to

kickstart the Housing Rehab and Repair programs, as is evidenced by the fact the City's current Rehab list includes 32 properties and the Repair list includes 12 properties.

Discuss how these outcomes will impact future annual action plans.

A barrier to affordable housing for low-income residents in Cedar Falls has historically been the price of homes and land. Simply stated, Cedar Falls property has a higher value than surrounding cities. Accordingly, low-income residents are less able to find affordable housing within the community. During future annual action plans, we will continue to work to utilize other funding sources, such as HOME and the City of Waterloo, as well as work with agencies, including Habitat for Humanity to assist in their efforts to supply affordable homes to low income Cedar Falls residents through the use of HOME and CDBG funds.

Further, the City has identified a number of barriers to affordable housing in its updated Consolidated Plan and Analysis of Fair Housing Impediments, both of which were completed in 2019.

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

Number of Persons Served	CDBG Actual	HOME Actual
Extremely Low-Income	3,419	0
Renter		0
Owner		0
Very Low-income	2,218	0
Renter		0
Owner		0
Low Income	1,861	0
Renter		0
Owner		0
Total	7,498	0
Middle Income Persons Served	0	0
Homeless Persons Served	25	0

Table 7 – Number of Persons Served

Narrative Information

In addition to funding six service agencies, five rehabilitation and four repair projects were completed. During the past year, the City of Cedar Falls has reestablished, rewritten, and updated policies, procedures, and guidelines for rehabilitating property. The City continues to contract with INRCOG to manage their programs and applicant lists for the programs. As previously stated, the City and INRCOG are working to expend the current year's funding, along with unspent prior years' funding, over the course of the next few fiscal years. Because of the delays related to implementing the rehabilitation and

CAPER 12 m

repair programs, together with the amount of unspent funds from prior years, the City was unable to expend all available funds or complete the number of units anticipated when the Action Plan was being formulated.

With that said, Public Service Agency awards accounted for most of the actual number of people served by the program during 2018. As shown in Table 7, the agencies served 3,418 extremely low-income persons, 2,210 very low-income persons and 1,857 low-income persons. All of the persons served by the agencies are considered Limited Income Clientele and thus presumed to be considered Low-and-Moderate Income Households.

In addition, the rehabilitation and repair programs served one extremely low income person, eight very low income persons, and four low income persons, for a total of 13 persons during 2018.

Fostering Affordable Housing (91.520(a))

Regarding underserved needs, the community is building relationships with agencies, after having completed its 2019-2023 Consolidated Action Plan public participation process. Input forums were held with over three dozen public, private and non-governmental agencies, the purpose of which was to extract information regarding each agency's services, their future needs, and gaps in service in the City. Generally, affordable housing was a concern for participants, as the cost of housing is a challenge for low-and-moderate income households. As a result of these discussions, the City has a better understanding of each agency, their clients, and what they may need from the City, specifically those that relate to affordable housing. To that end, the City intends to maintain the relationships and working partnerships with the various agencies in an attempt to serve its residents as well as keep the agencies informed.

The City intends to continue supporting rehabilitation and repairs of existing housing stock using the CDBG and HOME programs. To that end, lead-based paint will continue to be addressed in assisted low-and-moderate income housing in the community, as part of the inspection and abatement efforts. As for any structural or organizational issues, the City is committed to addressing and resolving an impediments associated with either funding program, including those that may arise with either of the public partnering entities, the City of Waterloo or the Iowa Northland Regional Council of Governments (INRCOG). The City and INRCOG meet regularly to discuss topics and update each other regarding the progress of the program, as well to review detailed policy needs or issues.

Worst Case Needs

In addressing the "worst case" needs, the City of Cedar Falls attempts to assist those persons in several ways. First, the CDBG program is used to rehabilitate and repair single-family owner-occupied units in the community, as well as provides awards to agencies assisting qualifying households (i.e. homeless, involuntarily displaced, and those that are in danger of becoming homeless).

Second, the City manages a Housing Choice Vouchers (Section 8) Program that offers rent assistance to approved households where rent amounts may exceed 50 percent of the household's income. Currently, the City maintains a goal of supporting 326 households under the HCV Program. With that said, the City is providing rent assistance for 215 households. The primary reason the City is serving less than their goal, is due to higher rent rates in the community, which means the City's allocation is not

stretching to meet 326 Cedar Falls households. With that said, and because the allocation amounts may not increase enough to serve this many households, the City may wish to reset their goal regarding the number of households they hope to serve.

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

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

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

Needs of the homeless are identified through staff participation in the Black Hawk County Local Homeless Coordinating Board. This advocacy group shares information regarding homeless needs and services. The Board serves as a large partnership for service providers, policy makers, and administrators for addressing housing and homeless services in the area. In addition, the agencies that the city chooses to fund with CDBG dollars provide services directly to persons that may be homeless or in danger of being homeless, on behalf of the City. Finally, the City of Cedar Falls is always open to developing new partnerships and strategies designed to address homelessness.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City of Cedar Falls uses CDBG funds to address homelessness through funding to the Salvation Army Woman's Shelter, as well as five other agencies that indirectly affect homelessness in a positive fashion. The Shelter used the funds provided during this past year to finance rehabilitation and repair work to the shelter itself. The shelter also provides services to assist the women in finding employment and permanent housing. During the program year the Salvation Army Woman's Shelter assisted 25 persons from the Cedar Falls.

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

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

To that end, as well as address other systems of care, the City of Cedar Falls provided awards to six agencies that offer these services to residents. By doing so, the cost of these services is paid by the City, as opposed to residents, which in turn, helps stretch the budgets of served persons and prevent homeless. Furthermore, these paid services assist those households that may spend 50 percent or more of their budget on housing expenses, which may threaten the housing status or the immediate and/or basic needs of the assisted household. As an aside, funded agencies are classified as serving LMI Limited Clientele populations.

CDBG funds are used to fund the Visiting Nurses Association, which provides in-home healthcare to low

income elderly and disabled residents. These services allow residents with medical needs to remain in their homes even when assisted living in required. Funds are also provided to The Family and Children's Council which provides counseling services to families and youth. The FCC has a Parent Connection Program that provides parent education, social support and access to community resources through trained staff. In addition, Pathways Behavioral Services is funded in order to offer substance abuse treatment for persons in need, and the Northeast Iowa Food Bank/Food Pantry offers food for households in need of nutrition using their CDBG funding. Finally, the City funded Consumer Credit Counseling, which offered financial literacy and household budgeting courses and assistance, as well as financial management services, to residents.

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

The final agency that the City funds is the Salvation Army, which offers shelter for persons in need, most notably those persons that may be homeless. Specifically, CDBG funds are used for Salvation Army shelter maintenance and upkeep, which also provides case management and supportive services to assist homeless persons make the transition to permanent, stable housing. As previously noted, the City of Cedar Falls has a sub-recipient agreement with Consumer Credit Counseling Services to provide budget and credit counseling, foreclosure prevention counseling, and home ownership counseling to low-and-moderate income Cedar Falls residents in order to prevent homelessness.

CAPER 16 **■**

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The City of Cedar Falls does not have a public housing program, nor does it operate or manage public housing property. The Low Rent Housing Agency of Cedar Falls, administered by the City of Cedar Falls Community Development Department, administers 326 Housing Choice Vouchers (Section 8 Program), but with higher rent levels in the community, the City's goal is to provide 240 units. Currently, 207 vouchers are being utilized. The Low-Rent Housing Agency of Cedar Falls has been rated as a high performer, according to the Section 8 Management Assessment Program (SEMAP).

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

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

Actions taken to provide assistance to troubled PHAs

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

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

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

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

With that said, there are several different kinds of barriers to the development or creation of affordable housing in Cedar Falls, some of which are outside of the City's ability to control. First, the housing market, for low-income residents in Cedar Falls, is expensive, with home valuation and rent costs being relatively high. Second, housing demand in the community has driven-up construction costs for both single-family and multiple-family developments. For example, significant demand for rental properties, some of which is attributed to the University of Northern Iowa student population demand, has increased prices dramatically, to the point of making units unaffordable for low-and-moderate income households. Third, market demand has driven the price of land upward in the community, not to mention the high costs associated with "greenfield" residential development (that occurs on previously undeveloped land), most notably due to infrastructure costs.

Two public policy issues were raised during the recent Consolidated Planning process, parking paving requirements for rental properties and the inability of the current zoning ordinance to effectively address growth that includes mixing of uses, increased development densities, and market pressures in fast-growing areas of the community (i.e. Main Street). Regarding the paving requirement, since adoption of the ordinance in February 2015, the City has reviewed the requirement three separate times. The cost impact of this policy has been part of that discussion, particularly a concern about hard-surfacing gravel driveways of existing single-unit rental homes, whereas, the drive of an existing single-unit owner-occupied unit may remain gravel. CDBG funds could be used to assist qualifying properties comply with the requirement. Also, recently, the City began updating its existing zoning ordinance, with the idea that it may choose to include both form-based and conventional zoning provisions for specific parts of the community. This approach may promote more dense development, which could help affordability, because it is design-based as opposed to being impacted exclusively by conventional zoning requirements, which focus on use and bulk requirements.

By looking at the two issues cited above, the City of Cedar Falls is taking action to address potential negative effects of public policy on affordable housing. Also, the City may wish to explore public-private-nonprofit partnerships in the development of affordable housing. Nonprofit developers can build mixed income housing and attract additional resources/financing that private developers cannot, when it comes to creating new affordable housing. Nevertheless, the City does recognize the effect that their housing market is having on the price of housing, which may affect whether or not people can afford to live in the community.

The land use codes, specifically zoning, building, and other regulatory ordinances that the City has adopted are designed and drafted to treat properties and people uniformly and fairly. With regard to taxes, property tax assessment is based upon valuation, as determined by the County Assessor. Regarding the levy rate for determining actual property tax amounts, they are set by the City Council as

part of their annual budgeting process. Said levy rates are set by classification (property use), the percentage of which that is actually collected by the City is determined by the State of Iowa.

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

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

The City of Cedar Falls is proactive in attending meetings and networking with service agencies to identify needs in the community, most notably with the recent Consolidated Plan update the City hosted public agency/service provider forums to obtain planning-level information. Further, the City conducted a resident survey of needs and wants, again as part of the Consolidated Plan update, in order to gain perspectives and perceptions of the city's residents. The City's Code Enforcement officer has relayed the addresses of properties that have code violations so the housing staff may offer services to the homeowner.

Information regarding the CDBG program and Rehabilitation assistance have also been marketed in a local newsletter called the "Currents". The local newsletter is distributed to Cedar Falls residents and to agencies that serve Cedar Falls residents. The City is also using its website to advertise basic program information, application, and the administrative plan associated with the rehabilitation projects. Finally, the City is utilizing its website to showcase its long-range plans for the CDBG and HOME programs within the community.

Together, the outreach the community has conducted and programs offered are helping the City develop strategies for addressing obstacles for persons in the community. The City in their new Consolidated Plan is attempting to implement several new strategies that are intended to help persons overcome service, care, and housing barriers.

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

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

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

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

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

As indicated in the current and updated Consolidated and Annual Action Plans, the City of Cedar Falls works to eliminate poverty through making housing more affordable, preserving the condition and availability of existing housing stock, and helping citizens build human, social, financial, physical, and natural assets. This work is completed with the idea that it will address several of the social and economic causes of poverty. Also, the work the contracted services agencies performs on behalf of the City helps increase educational and awareness opportunities for community residents, many of whom are at or below poverty levels.

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

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

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

The City of Cedar Falls Housing Commission, which was significantly involved in updated the Consolidated Plan during this past year, includes membership from a wide cross-section of the community. Currently, the Commission includes a Section 8 Housing Choice Voucher participant, a realtor, a lender, a banker, a leader of an affordable housing advocacy group, a retired television and radio executive, and a former Public Housing Authority staff member. This unique composition allows for collaboration and communication of potential ideas that address fair housing issues, raise awareness of concern, and create working relationships that will help address housing issues. As has been documented, the City works closely with service agencies to ensure coordination, fill gaps where services are needed, and exchange feedback regarding underserved needs.

During this past year, the City has had a chance through its Consolidated Plan update process to enhance relationships with several agencies, organizations, and service providers. While the planning process used input forums, surveys, and interviews, the City staff and Housing Commission are committed to making the joint meeting process a regular occurrence, so as to allow for a forum of community needs as well as provide an opportunity to strategize how the impact of the CDBG may have maximum impact in the city.

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

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

Public Sector Impediments: Market Based Need Areas

Suggested AFH Actions:

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

AFH Actions Accomplished:

During 2018, the City focused expended program funding on assisting low-and-moderate income households and families. A change that was identified during the Consolidated Plan update suggested directing assistance to affordable rental units (Suggested AFH Action #2), and as such, the City has programmed funding during the life of the new plan toward this endeavor. Likewise, the recent Consolidated Planning process discussed focusing funding on renter-occupied affordable housing projects (Suggested AFH Action #3). Finally, the City is working to schedule a landlord informational forum and educational program relating to the Housing Choice Voucher program (Suggested AFH Action #4) in an attempt to encourage landlord participation in the program, as well as dispel any myths or misconceptions of the program itself.

Public Sector Impediments: Policy Based Need Areas

Suggested AFH Actions:

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

AFH Actions Accomplished:

In regard to public policy needs, the City has had preliminary discussions regarding the use of CDBG funds to support outreach and strengthening the position of their local Human Rights Commission (Suggested AFH Action #1). Further, during the recent Consolidated Planning process, both cities in the consortium (Waterloo and Cedar Falls) had several opportunities to work on enhance and improve transit services, most notably addressing route restructuring around land use and employment changes, as well as purchasing bus passes for CDBG clients. The City of Cedar Falls has included allocation of CDBG funding in the new plan toward improving transportation services that better serve housing areas, employment centers, community education and service providers for residents that may not have access to transit services (Suggested AFH Action #2).

Private Sector Impediments: Market Based Need Areas

Suggested AFH Actions:

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

AFH Actions Accomplished:

As a result of an everchanging rental market in Cedar Falls, as well as recent lowa statute amendments and attempting to balance land use in the community, the City has spent, and will consider to spend, significant staff time addressing the interaction of local rental and nuisance ordinances and their impact on the community and applicable federal and state laws. This includes assessing the consistency of local laws and applicable fair housing regulations (Suggested AFH Action #3). The most recent example of this was when the City reviewed and amended local land use regulations in order to comply with changes in lowa law with regard to how families may be defined and the corresponding impact on housing density and rental regulations.

CR-40 - Monitoring 91.220 and 91.230

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

The City of Cedar Falls used numerous methods of ensuring the projects funded under the CDBG Entitlement program comply with federal standards and requirements, including the National Objectives for the CDBG Program. Further, said monitoring will utilize this plan and the Analysis of Fair Housing as the foundations and impetus for actions taken and implemented using CDBG funding in the community. In short, expenditure of funds is consistent with the goals outlined in both planning documents.

All direct housing rehabilitation and repair projects were conducted according to prescribed HUD requirements this past year, including written applications, income verifications, procurement, contracting, inspections, and closeout procedures. The City included minority-owned contracting

businesses in the project bidding outreach processes. Only low-to-moderate income households were assisted under this program.

Any agencies receiving funding were required to compete for funds, develop eligible proposals, provide quarterly reports, and be monitored for compliance and effectiveness. The City of Cedar Falls continued working with public service agencies and nonprofit organizations to ensure they are reaching the goal of assisting residents with the greatest need, as well as to stave off homelessness in the community. In addition, the City worked with code enforcement and other departments to identify potential at-risk properties and residents.

Declining resources have been a key impediment to addressing needs. By networking with other agencies, we can combine multiple funding sources to provide more services to low-and-moderate income residents. Low-and-moderate income households and persons, limited clientele populations, and areas will likely continue to be assisted, as is allowed.

City-directed projects are to be implemented according to CDBG eligibility, monitoring, and reporting requirements. This will include all future neighborhood projects, the scope of which shall be limited to low-and-moderate income areas, as defined by the US Census Bureau.

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

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

Citizen Participation Plan 91.105(d); 91.115(d) Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

Three public meeting opportunities were provided regarding this specific CAPER Report, which is consistent with the City's Citizen Participation Plan, the regular October 8th, 2019 Housing Commission Meeting and the October 7th, 2019 and November 4th, 2019 City Council Meetings. Legal notice for this CAPER and the November 4th City Council Public Hearing was advertised consistently with the City's Citizen Participation Plan, including a combined published 15-day comment period and legal public hearing notice. Specifically, the notice was published in the English and Spanish languages, and both notices offered reasonable accommodation for persons having a disability.

CR-45 - CDBG 91.520(c)

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

As a result of monitoring, eligibility concerns, and City reprioritization, the City chose to focus its CDBG funding and efforts on agency awards and housing rehabilitation/repair during FFY 2018. Incidentally, the City is considering funding LMI Area benefit programs that offer infrastructure, recreation,



sidewalks, and code enforcement improvements in future years in order to impact larger numbers of people and areas in the community.

Does the grantee have an existing Section 108 guarantee.

The City does not have a Section 108 guaranteed loan.

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

The City does not have an open BEDI grant.

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

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

ORDINANCE NO. 2957

AN ORDINANCE ESTABLISHING THE ENUMERATED SPEED LIMIT AS 35 MILES PER HOUR ON RIDGEWAY AVENUE FROM HUDSON ROAD EAST TO IOWA HIGHWAY 58 IN SECTION 23-300, LAWFUL SPEED LIMITS ESTABLISHED, OF DIVISION 5, SPEED, OF ARTICLE III, OPERATION, OF CHAPTER 23, TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, BY (1) STRIKING SUBSECTION 12(S) THEREOF, AND ENACTING A NEW SUBSECTION 12(S) IN LIEU THEREOF; AND (2) ENACTING A NEW SUBSECTION (10)(W) THEREOF; AND (3) ENACTING A NEW SUBSECTION (12)(V) THEREOF.

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

Section 1. Subsection 12(s), of Section 23-300, Lawful speed limits established, of Division 5, Speed, of Article III, Operation, of Chapter 23, Traffic and Motor Vehicles, is hereby amended by repealing said Subsection in its entirety and enacting in lieu thereof a new Subsection 12(s), as follows:

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

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

[unchanged provisions omitted]

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

[unchanged provisions omitted]

s. Ridgeway Avenue, from Hudson Road west to the western city limits..

[unchanged provisions omitted]

Section 2. Subsection 10, 35 miles per hour, of Section 23-300, Lawful speed limits established, of Division 5, Speed, of Article III, Operation, of Chapter 23, Traffic and Motor Vehicles, is hereby amended by adding the following Subsection (w):

w. Ridgeway Avenue, from Hudson Road east to Iowa Highway 58.

Section 3. Subsection 12, 45 miles per hour, of Section 23-300, Lawful speed limits established, of Division 5, Speed, of Article III, Operation, of Chapter 23, Traffic and Motor Vehicles, is hereby amended by adding the following Subsection (v):

v. Ridgeway Avenue, from Iowa Highway 58 east to the eastern city limits.

INTRODUCED:	October 7, 2019
PASSED 1 ST CONSIDERATION:	October 7, 2019
PASSED 2 ND CONSIDERATION:	October 21, 2019
PASSED 3RD CONSIDERATION:	
ADOPTED:	
	James P. Brown, Mayor
ATTEST:	
Jacqueline Danielsen, MMC, City Clerk	

WITDODLIGED

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

ORDINANCE NO. 2958

AN ORDINANCE ESTABLISHING A PARTIAL PROPERTY TAX EXEMPTION OF THE ACTUAL VALUE ADDED TO REAL ESTATE BY NEW CONSTRUCTION CONSISTING OF A 175,850 SQUARE FOOT INDUSTRIAL USE WAREHOUSE AND PRODUCTION FACILITY CONSTRUCTED ON PROPERTY OWNED BY BROADSTONE BCI IOWA, L.L.C., LOCATED AT 2900 CAPITAL WAY, CEDAR FALLS, IOWA

WHEREAS, the City Council of the City of Cedar Falls, Iowa, has by ordinance provided a partial exemption from property taxation of the actual value added to real estate by certain new construction, as authorized in Section 427B.1, Code of Iowa, with said exemption being provided for in Division 2, Partial Exemptions for Industrial Property, of Article II, Tax Exemptions, of Chapter 21, Taxation, of the Code of Ordinances of the City of Cedar Falls, Iowa; and

WHEREAS, Broadstone BCI lowa, L.L.C., has completed and owns an approximate 175,850 square foot industrial use warehouse and production facility, located at 2900 Capital Way Cedar Falls, lowa, and legally described as:

All of Lot 7, all of Lot 8, all of Lot 9 and the West eighty (80.00) feet in even width of Lot 6 in West Viking Road Industrial Park Phase III and all of Lot 7, all of Lot 8, all of Lot 9 and the West eighty (80.00) feet in even width of Lot 10 in West Viking Road Industrial Park Phase IV, all in the East one-half (1/2) of Section Thirty-four (34), Township Eighty-nine North (T89N), Range Fourteen West (R14W) in the City of Cedar Falls, Black Hawk County, Iowa. Contains 16.16 acres, more or less,

and has requested a partial property tax exemption as provided in the Iowa Code and the Cedar Falls Code of Ordinances; and

WHEREAS, the City Council conducted a public hearing on the proposal for said exemption on the 21st day of October, 2019, and more than thirty (30) days have elapsed since the date of public hearing, as required by Section 427B.1, Code of Iowa; and

WHEREAS, the City Council deems it appropriate pursuant to state law and city ordinance to grant said exemption.

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

Section 1. The City Council of the City of Cedar Falls, Iowa, by this Ordinance hereby grants a partial exemption from property taxation of the actual value added to real estate by new construction of an approximate 175,850 square foot industrial use warehouse and production facility constructed by Broadstone BCI Iowa, L.L.C., on property owned by Broadstone BCI Iowa, L.L.C., located at 2900 Capital Way, Cedar Falls, Iowa, and legally described as:

All of Lot 7, all of Lot 8, all of Lot 9 and the West eighty (80.00) feet in even width of Lot 6 in West Viking Road Industrial Park Phase III and all of Lot 7, all of Lot 8, all of Lot 9 and the West eighty (80.00) feet in even width of Lot 10 in West Viking Road Industrial Park Phase IV, all in the East one-half (1/2) of Section Thirty-four (34), Township Eighty-nine North (T89N), Range Fourteen West (R14W) in the City of Cedar Falls, Black Hawk County, Iowa. Contains 16.16 acres, more or less,

to the extent and upon the terms and conditions provided for in Sections 427B.1 through 427B.7 of the Code of Iowa, and Sections 21-48 through 21-57 of the Code of Ordinances of the City of Cedar Falls, Iowa. Responsibility for the proper and timely filing of an application for exemption with the Black Hawk County Assessor is that of the property owner. The amount of actual value added which is eligible to be exempt from taxation shall be as follows:

- 1. For the first assessment year after the Minimum Improvements are fully assessed, 75% exemption of the actual value added.
- 2. For the second assessment year after the Minimum Improvements are fully assessed, 60% exemption of the actual value added.
- 3. For the third assessment year after the Minimum Improvements are fully assessed, 45% exemption of the actual value added.
- 4. For the fourth assessment year after the Minimum Improvements are fully assessed, 30% exemption of the actual value added.
- 5. For the fifth assessment year after the Minimum Improvements are fully assessed, 15% exemption of the actual value added.

INTRODUCED:	October 21, 2019	
1 ST CONSIDERATION: _	October 21, 2019	
2 ND CONSIDERATION: _		
3 RD CONSIDERATION: _		
ADOPTED:		
ATTEST:		James P. Brown, Mayor
Jacqueline Danielsen, MMC	C, City Clerk	

COMMITTEE OF THE WHOLE

City Hall – Council Chambers October 21, 2019

The Committee of the Whole met in the Council Chambers at 5:50 p.m. on October 21, 2019, with the following Committee persons in attendance: Mayor Jim Brown, Tom Blanford, Frank Darrah, Susan deBuhr, Rob Green, Daryl Kruse, and Mark Miller. David Wieland was absent. Staff members attended from all City Departments. Tom Nelson with the *Waterloo Courier* attended, as well as members of the community.

Mayor Brown called the meeting to order and introduced the first item on the agenda, Parking Updates. Terra Ray Engineering Technician II, stated the parking study for Downtown has been completed and implementation has begun. She stated the parking ordinance was updated in June and additional parking stalls were added. She stated the hours of enforcement were extended in the downtown district and is now monitored 9 a.m. to 8 p.m. Monday – Saturday. Ms. Ray reviewed the new parking pay station which is supported by IPS Group and their Park Smarter Mobile App. She explained the College Hill District recommendations will be implemented and the ordinance will be amended. She stated the parking enforcement will be changed to 9 a.m. to 6 p.m. Monday – Friday. Mayor Brown opened it up for discussion. Jacque Danielsen, City Clerk, stated lot G in the College Hill district will become a paid lot only, which should push students to parking on campus rather She stated the parking attendants will now monitor each district and perform than this lot. parking counts and utilize mapping to see how the recommendations are working. Jennifer Rodenbeck, Director of Finance & Business Operations stated we are looking into linking the parking payment app to the City's new mobile app. Ms. Ray stated new signage and lot identification will be posted including rate schedule for each lot.

The Mayor introduced the second item on the agenda Pavement Management. Chase Schrage Director of Public Works introduced new Engineering staff who will be giving the presentation tonight, David Wicke City Engineer and Jon Fitch Principal Engineer. Mr. Schrage stated they continue to review the complete streets guidance as well as the Bike Plan when working on the Pavement Management Plan to improve connectivity. Mr. Wicke stated City staff examines and evaluates the pavement throughout the city each year and based on this review of surface wear, cracking, joint separation and settlement the roadway. He reviewed the five streets which will be reconstructed with concrete and one roadway which will be done with asphalt. Mr. Schrage answered a question on the reconstruction of 12th Street and stated this roadway will continue to be marked with share-the-road markings for bicycle traffic. Mr. Wicke stated the traffic volume and loads are considered when using concrete or asphalt in the reconstruction of the roadway. Mr. Fitch continued the review of the Pavement Management Plan and reviewed the nine streets planned for restoration. He explained the restoration could vary from full-overlay, panel replacement or cold in place asphalt. Rob Green motioned to approve the Pavement Management Plan as presented, Daryl Kruse seconded the motion. The motion carried unanimously.

Mayor Brown introduced the final item on the agenda, bills and payroll. Daryl Kruse moved to approve the bills and payroll as presented, Tom Blanford seconded the motion. The motion carried unanimously.

There being no further discussion, Mayor Brown adjourned the meeting at 6:27 p.m.

Minutes by Lisa Roeding, Controller/City Treasurer

CITY OF CEDAR FALLS

DEPARTMENTAL MONTHLY REPORTS



September 2019

SEPTEMBER 2019 MONTHLY REPORTS Table of Contents

Finance & Business Operation

	Financial Services Division1
	Information Systems Division4
	Legal Services Division
	Public Records Division
	Cedar Falls Library & Community Center
Comm	unity Development
	Inspection Services Division
	Planning & Community Services Division
	Recreation & Community Programs
	Visitors & Tourism and Cultural Programs26
Munic	ipal Operations & Programs
	Engineering Division
	Public Works & Parks Division
	Water Reclamation Division56
Public	Safety Services
	Police Operations
	Fire Operations

FINANCE & BUSINESS OPERATIONS FINANCIAL SERVICES SEPTEMBER 2019

Financial Reports

Reviewed the bi-weekly City Council audit lists and monthly revenue and expenditure guidelines for transactions. The monthly revenue and expenditure guidelines were distributed to Council members and all department directors.

Cash Management

Property tax related revenues received to date in FY19 are monitored monthly. The daily cash balances and budget to actual revenues and expenditures for all funds for FY19 were monitored during the month. The revenue and expenditure activity for the Capital Projects Fund was also monitored during the month.

Treasury

The Finance Division is responsible for maintaining accounting and cashflow as it relates to the city treasury, monitoring securities held by the City and investing idle cash to provide safe investments while maximizing interest earnings. Currently, the City has \$96,433,500 invested in CD's and \$300,000 in a liquid money market.

Investments	Transactions	<u>Amount</u>
CD's Matured	1	\$4,000,000.00
CD's Purchased	1	
\$4,000,000.00		
PFMM Deposit	0	\$0.00
PFMM Withdrawal	0	\$0.00
CD/Investment Interest		\$146,306.61

FY19 Audit

The auditors were here the week of September 24th to complete most of the audit field work. The process for financial statement reporting was started in June and was completed in September prior to the auditors arriving. As part of the financial statements, the City's share of net pension liabilities for IPERS and MFPRSI were included as part of the new GASB 68 requirements. In addition, the OPEB liability was also recorded as part of the new GASB 75 requirements.

The Comprehensive Annual Financial Report will be completed in October and will be submitted to the Government Finance Officer Association (GFOA) under the Excellence in Financial Reporting program. The state required Annual Financial Report will also be filed in October with the State Auditor's Office.

Capital Improvements Plan

All departments were asked to submit their FY2020-2025 Capital Improvement Plan (CIP) requests. The preliminary CIP schedule will be compiled in October.

Federal Grant Programs

We continued to monitor all federal grant accounts to ensure compliance with federal regulations. The monthly Electronic Data Collection for Section 8 Housing Voucher Program was filed timely as required by HUD.

Staff worked with the State to update the City's Title VI compliance policies and procedures.

Miscellaneous Financial Activities

- 1. We continued to monitor the grant accounts for all departments to ensure that expenditures do not exceed revenues for each grant.
- 2. The Special Assessment Receivables were updated.
- 3. The semi-monthly sales tax reports were filed in a timely manner.
- 4. All payroll reports were filed as required by the various oversight units, such as the IRS, Social Security Administration, IPERS and the State of Iowa. For September, 51 payroll checks and 745 direct deposits were processed.
- Capital asset additions were monitored during the month.
- 6. Accounts receivable were processed and 225 invoices were mailed out to customers.
- 7. 1,610 transactions for accounts payable were processed and approved by the City Council for payment and 516 checks were mailed out to vendors.
- 8. The required Annual Street Report to Iowa Department of Transportation was filed on a timely basis.
- 9. Continued to provide bookkeeping support to the Cedar Falls Community Foundation.
- 10. Continued to provide bookkeeping support for Sturgis Falls.

Benefits & Compensation Activities

- 1. The annually required 509A certificate and report was completed with the City's benefits consultant Holmes Murphy's and their in-house actuary and filed with the Iowa Division of Insurance for FY19 health fund information.
- Cafeteria plan preparations for 2020 enrollment began by completing initial paperwork for Advantage Administrators.

ITEM 11.

- 3. The first FY20 challenge, Know Your Numbers, began with employees completing a blood draw by Mercy One staff to obtain lab values to complete an online health assessment in Wellmark's Wellness Center portal. Following the blood draw, employees were able to grab a healthy snack. Employee completion of the assessment by October 31st will result in a \$20 Hy-Vee gift card supplied in November.
- 4. The Wellness Committee also completed a memo summarizing the prior fiscal year wellness challenges and goals and previewing the upcoming fiscal year. This memo will be presented to department directors at a future date to be determined.
- 5. Certain personnel policies related to benefits and compensation activities were reviewed for possible revision at a later date.
- 6. Health and Dental Insurance Summary Plan Descriptions ("SPD") effective 7/1/19 were received from Wellmark and the process of reviewing them began.

Civil Service Commission & Employment Related Activities

- 1. Recruitment, testing preparations, testing, list certification, backgrounds, physicals, new hire meetings, departure processing, or job classification/reclassification processing took place for the following FT positions: Building/Electrical Inspector, City Engineer, Community Services Coordinator, Maintenance Worker, Planner I and II, Principal Engineer, Public Safety Officers; PT positions: Crossing Guards, Community Service Officer, Housing Program Specialist, Office Assistant/Evidence Technician, Library Intern and Shelver, seasonal positions for the Community Development and Public Works departments.
- 2. Follow-up and preparations took place for the August 28 and September 25 Commission meetings.
- 3. Staff prepared for and attended the September 24th ISU Engineering Career Fair with City Engineer David Wicke and Civil Engineer II Matt Tolan. Follow up communications will be completed for Engineering Intern recruitment. Staff also finalized preparations to attend the October 3rd University of Iowa Engineering Career Fair and looked into career fairs applicable to Urban Planning students at both universities.

Miscellaneous Personnel Activities

- 1. Staff continued to assist with group benefit questions, benefit consultant transitions for FY20, and fall reporting and notice compliance.
- 2. Staff attended the IaPelra meeting in Ankeny on September 12 & 13.
- 3. Personnel policy amendments were reviewed for upcoming Council approval.

Finance and Business Operations Information Systems Division Monthly Report September 2019

Software Purchase/Installation/Upgrade Activities

- Software installations included:
 - A base image was created for the new HP 600 G4 desktops.
 - A new license code was added to the Housing pro system.
 - Office 2013 was installed on a recovered SCADA PC, at Water Rec.
 - The Polk City Directory annual software update was done.
 - Installed Office, Chrome, Java, Adobe, Sophos, VNC, OptiView, Lama, Auto-CAD, and Windows Updates on Inspector's laptops and Windows 10 PCs
 - Installed same software on new PC for City Engineer
 - Installed Adobe Acrobat Pro and AutoCAD as well
 - Installed LAMA on few checkout laptops for LAMA training
 - Installed VLC Media Player on mini PCs in conference rooms
 - Installed camera software on PC for Public Safety building
 - Installed Act!, Gimp, Hallmark on Deb's new PC
 - Had to contact Act! support for correct licensing key
 - Installed upgraded Act! version on rest of PCs at Tourism

Equipment Purchase/Installation/Upgrade Activities

- Equipment purchases included:
 - 2 Air Fiber antennas for the Place to Play playground.
 - 2 Fire Department iPad cases were purchased for commercial inspections.
- Equipment installations included:
 - A Netgear switch was configured for LAMA training use in the old PD briefing room.
 - A new industrial mini PC was deployed to the Water Rec control building in an effort to resolve corrosion issues and data loss.

Project and Assistance Activities

- Additional Cameras for College Hill and Downtown Areas
 - Met with CFU to discuss locations so they could develop a service order for additional fiber and electrical needs.
 - Order all supplies for 16 additional cameras in the downtown area.
 - The new College Hill cameras were put on their own private network in order to alleviate network bandwidth issues, which were resulting in poor camera performance.

- We continued setting up College Hill cameras and adjusting settings
- Graphic design projects for the month included:
 - **Hearst Center**: exhibit promo materials, misc. posters/fliers, postcards, vinyl, winter brochure
 - Tourism: print and digital ads, shop t-shirt designs, event fliers
 - Rec Center: class fliers, fitness schedule updates
 - Other: website and social media maintenance, business cards, miscellaneous printing and trimming, TV slides, housing flier, temporary signs, signs, wayfinding signage ideas, parking sign, Currents, public safety info sheets and graphics, miscellaneous signs and park signs, police line signs

Assistance Activities:

- The 2nd floor reference desk fax line was traced to their I.T. room and was moved over to the CFU ONT in order to restore service.
- A 4th network switch was configured to provide additional data ports for the Public Safety Building.
- New laptops were set up for the Inspectors
- Set up new PCs with Windows 10
- New phones were programed for EOC
- We continue to provide support for the digital video systems in the patrol cars, body cameras, city facilities, College Hill, Parkade, and covert operations as requested.
- We continue to provide support for the City's web site. News items were
 posted to the home page. Job openings, cable TV schedules, digital brochures, calendar items, bid opportunities, meeting agendas and minutes were
 posted as requested. Incoming requests to the request tracker system was
 monitored and forwarded to the appropriate department as necessary.
- We continue to provide support for the document imaging system, adding categories as requested, maintaining user accounts, maintaining appropriate security and providing backup and redundancy.
- We continue to provide support for the City's telephone system, adding and modifying services as requested
- Laptops and projectors were provided and setup for those needing them for meetings and travel
- We continue to provide support for the City's FTP server, adding folders and managing security as necessary
- Users were added and removed from the network as required for hires and terminations.

Problem Resolution Activities

- The WatchGuard video wireless access point, at Public Safety, was tweaked to allow our new vehicle to upload video.
- A lost word document was recovered for the Mayor.

- An SFP module was swapped out, at Fire, in order to get the 18th and Main camera to come online.
- Garbage truck 343 needed a new antenna in order to upload yard waste pickups to the Lanlink system.
- The data master machine was patched into a new location after it had been moved in the booking area.
- Camera at Transfer Station went down power cycled camera
- User email accounts were not all transferring over to PC downstairs she was logged into –
 - added accounts from account settings
 - o Installed IE and MiCollab (NET Framework as well for prerequisite)
 - Updated her printer preferences and properties
- User was having issues with his Outlook credentials popping up multiple times per day – uninstalled and reinstalled Office, removed couple things from startup and replaced with Outlook
- New user couldn't log in reset password and emailed Matt the password requirements
- Copier lost power in Section 8 Matt Buck reset breaker
- Dustin said they lost wireless at Public Works switch lost power and reverted to last configuration (updated config and saved)
- Heather lost network connection to PC had her plug in loose network cable
- Lisa couldn't access website on Chrome cleared her cache
- PSOs couldn't get status monitor on screens logged in account and mapped drives
- User couldn't log in cameras using wrong password
- User couldn't access desktop shortcut changed default browser to IE since that shortcut only supports IE/Firefox, also removed unnecessary printers and changed her default printer to Copier VT
- PSO couldn't use body cam swapped out with reserve body cam and assigned to her (Dan placed ticket with company for old body cam)
- PSO couldn't watch video from disc played with VLC instead of default Windows Media player
- Some employees were not receiving email from distribution list updated the Exchange DL

Channel 15 Programming Activities

Televised live programs from City Hall:

- Two Cedar Falls City Council meetings
- Two Committee of the Whole meetings
- Two Planning & Zoning meetings
- Two Cedar Falls School Board meeting

Programmed CFU and Medicom cable providers for Channel 15 and Public Access. Updated & added Community Calendar events to the Channel 15 Announcements

Regular production included:

- Produced 2 CF Volleyball matches
 - Waterloo East
 - Western Dubuque
- Produced 2 Cedar Falls Football home games (full productions)
 - Ankeny
 - Dubuque Hempstead
- Produced 1 CF Sophomore Football home game (full productions)
 - Dubuque Hempstead
- Produced 2 Cedar Falls Football road games (single camera productions)
 (Channel 15 uses audio from the radio broadcast team to create production of the game for air on Channel 15)
 - Iowa City High
 - Bettendorf
- Produced 2 CF Sophomore Football road games (single camera productions)
 - Iowa City High
 - Bettendorf
- Produced 2 UNI Football home games for the Panther Sports Network
 - Southern Utah
 - Idaho State
- Produced 2 Veterans of the Cedar Valley shows
 - Military Nurses
 - Grout Museum event: Jim Hamlyn meet and greet
- Produced three Holiday Hoopla promos
- Produced one Sports Talk show
 - CF Football athletes in college and the pros
- Recorded & played back two public meetings (Also uploaded to YouTube).
 - Imagine Downtown Vision Plan
 - Rec Center planning meeting
- Recorded & aired Community Builder Celebration for Cedar Falls Community Foundation.
- Produced 3 Arts Overlook
 - John Overman artwork in East 2nd Street building interior
 - ARTapalooza on Main
 - Sturgis Falls Artwork sought
- Aired 4 Panther Sports Talk summer shows
- Began joint production of joint video project with Visitors and Tourism and the University of Northern Iowa.
- Finished production of "Champions of the Net" documentary on the 2017
 Volleyball State Champions from Cedar Falls.
- City News Continued weekly news format program "Cedar Falls City News" in-

cluding the following stories:

- Ash Tree Removal update: Private Property trees
- Road Construction Update
- \$100 Million Construction season
- Downtown Parking update
- Pink Patch project
- Pink Ribbon Run preview
- College Hill security cameras
- Veterans Park new stone sign
- Place to Play playground grand opening
- Doggie Dip recap
- Downtown Shuttle service continues beyond summer
- Recreation Center public meeting preview
- Rec Center Planning meeting
- Road Construction Update
- West 1st Street Construction
- ARTaplooza Recap
- Main Street revitalization leader visits Cedar Falls (Irvin Henderson)
- Michael Buhrow retires from CF Fire after 38 years

Facilities

- Met with staff from CF Library on Information Systems to plan potential new sound system for the Cedar Falls Community Center
- Worked with Jon Wolter, at the University of Northern Iowa to install new fiber and video cables for announcer position in the McLeod Center.

Geographical Information Systems (GIS)

- Projects:
 - Met with Public Works staff to discuss and view demos for updating refuse collection software and AVL integration
 - Met with city of Waterloo staff to discuss joint 2020 aerial photography project
 - Met with Public Safety staff to discuss locations of cameras in the downtown area
 - Worked with CMS and Community Dev on information for downtown business hours of operation and entrance locations for streetscape project
 - Worked with CFU staff to determine stormwater infrastructure on their gas turbine site on W 27th St.
 - Discussed with dispatch and Public Safety staff regarding a discrepancy in the response grid areas
 - Met with GIS staff at city of Marion PD to discuss ways to leverage dispatch and report data in mapping applications
 - Met with Parks staff to discuss database and application changes for public tree inventory

- Submitted updated CIP items
- Met with Parking Study consultant to discuss moving forward with in-house parking occupancy counts
- Met with county and other municipal staff to discuss activities related to the Census Complete Count Committee

Web & Database:

- Updated park and trail web map to show closed trail locations
- Received GIS data from parking study consultant to continue collecting occupancy numbers with internal staff
- Created new layers for new concept layouts of city owned land
- Created new layer for economic development with updated business directory
- Sent information to BHCo regarding discrepancies of ROW ownership
- Added new lots not yet digitized by BHCo to SQL
- Updated cemetery information from CIMS into SQL
- Updated rental information from Firehouse into SQL
- Updated building permits from LAMA into SQL

Data Requests:

Provided utility data for W 27th & W 12th St to Snyder & Associates

Maps:

- Provided maps to Parks with city-owned lots with lease agreements
- Provided a map of recycling sites to Public Works
- Provided a map of recently purchased city land for Finance
- Provided a map of priority snow routes for Public Works
- Provided a map of city owned property around the Rec Center
- Provided a map of Legacy Ln for their HOA board
- Provided a map of snow removal for Public Works regarding a citizen inquiry
- Provided maps to Planning for River Place and other potential Downtown Development areas
- Provided a map of properties owned by Walter DeKock for Code Enforcement
- Printed maps for Downtown Visioning meeting for Planning
- Provided maps for new addresses issued:
 - Cunningham Construction 1325 Rail Way
 - o Zimco Corp 7301 Chancellor Dr

Field Work

Collected 33 survey grade GPS shots of sewer infrastructure in new developments

Training and Staff Activities

- Camera training was conducted, with PD supervisors, on the new Avigilon camera system.
- Met with CFU in order to discuss a plan for the downtown camera system.
- Copier count training was conducted with 2 library employees
- Attended Census Bureau new construction webinar
- Attended LAMA training with vendor on-site
- Assisted Mayor with process for determining mailing notification lists using web mapping application
- Conducted a two day in house training event for all LAMA users led by the Davenport Group LAMA vendor.
- Manager attended HR Training
- Worked on a 5 year plan with IP Pathways using the results of the Network Assessments that was completed by IP Pathways.
- IT Manager attended the Cybersecurity Awareness Conference presented by ACES and Accel Group.
- Met with Insight who holds the state Microsoft contract, to discuss the pros and cons of moving to an Enterprise Licensing Agreement with Microsoft.
- Met with IP Pathways to discuss project plan for updating our Firewall with URL filtering and implementing Cisco AnyConnect VPN licensing into the Firewall for the inspectors laptops.

FINANCE & BUSINESS OPERATIONS LEGAL SERVICES September 2019

REPORT FROM SWISHER & COHRT - SAM ANDERSON, LUKE JENSON:

1. Traffic Court:

City Cases Filed: 160 (this number includes both City and State tickets)

Cases Set:

11

Trials Held:

1

- 2. <u>Code Enforcement:</u> Attention to pending matters for three individuals; meeting with Kevin Rogers re: procedure for code enforcement matters.
- Miscellaneous: None.

REPORT FROM KEVIN ROGERS, CITY ATTORNEY

- 4. PERSONNEL/HUMAN RESOURCES:
 - a) Consult with City staff on personnel and disciplinary matters
 - b) Attend weekly Human Resource Meetings
 - c) Advise on various sick leave issues
 - d) Consultation on various labor issues
- 5. RISK MANAGEMENT/CLAIMS:
 - a) Attend Risk Management Committee Meeting; provide input
 - b) Update/consult with and prepare City Staff regarding pending claims/litigation, including:
 - i. workers compensation
 - ii. personal injury
 - iii. property damage
 - c) Review and approve outside counsel legal fees and expenses for payment
 - d) Contacts with outside legal counsel monitoring and advising on pending litigation involving the City
- 6. CONTRACTS/AGREEMENTS:
 - a) Review and Advise—KLCV, LLC developmental agreement
 - b) Review and Revise—Vereit Easement and Maintenance and Repair Agreement

- c) Review and Advise—Owen 5 Amended and Restated developmental agreement
- d) Review and Advise—T & W grinding contract
- e) Review and Advise—Brand Acceleration contract

MAYOR/CITY COUNCIL:

- a) Prepare for and Attend Meetings of City Council and Committee of the Whole; Meetings with Mayor Brown
- b) Advise on City Council meeting procedural issues

9. MISCELLANEOUS:

- a) Attend Weekly Department Meetings
- b) Professional Reading-municipal and employment law resources
- c) Advise on new Iowa appellate court cases of interest to the City
- d) Advise on Open Records requests
- e) Attention to Rural Water issue
- f) Advise on Code Enforcement issues
- g) Attention to Title VI compliance
- h) Review and advise—proposed small cell ordinance
- i) Personnel Policy update drafting
- i) Review and drafting—Library meeting room policies

REPORT FROM COLLEEN SOLE, PERSONNEL SPECIALIST:

10. Risk Management/ Workers' Compensation/ Property/Liability Claims:

- a) Risk Management Committee met September 18, 2019. Workers' Compensation injuries, liability claims, damage to City property, policies, and disciplines were reviewed.
- b) Review contracts for required insurance; working with legal counsel and conferring with Arthur J. Gallagher and contractor's agents.
- c) Special Events review and approve insurance. Review and work with City Attorney and departments on Special Events process and requirements.
- d) Review and process outside legal counsel fees.
- e) Review and process claim fees and associated billing.
- f) Claims processing: worker's compensation, 411, liability, and property; work with contracted TPA Service, and work with outside legal counsel on litigation.
- g) Title VI compliance review.

11. Personnel

- a) Work with departments and legal counsel on disciplinary matters.
- b) Work with departments and legal counsel on various personnel issues.
- c) Review and process medical billing for pre and post-employment matters.
- d) Process FMLA leave and monitor non-FMLA leaves of absence.
- e) Attended ECI Training on the State Information Data Exchange System.

- f) Random Drug and Alcohol screens held for drivers holding the Commercial Driver's License designation.
- g) Review and process unemployment claims; participate in unemployment hearing.
- h) Flu Shot Clinic held for City of Cedar Falls employees.

12. Human Rights Commission (HRC):

- a) HRC Commissioners attended the 2019 Constitution Day Address, presented by Nikole Hannah-Jones.
- b) Provided staff support to Committees and Commission.
- c) Work with citizens submissions to ICRC and mediate discrimination discussions with local entity.
- d) Process complaints, provide support to citizen's jurisdictional questions, and provide staff support to Commissioners.
- e) Attend Economic Inclusion Summit meetings/Economic Inclusion Workshop.
- f) Observed Public Safety's Implicit Bias Training, presented by Drake University.

FINANCE & BUSINESS OPERATIONS PUBLIC RECORDS SEPTEMBER 2019

Public Records Activity

Prepared agendas, minutes and electronic packets for two Regular City Council and two Committee of the Whole meetings, one Technical Review meeting and two Planning & Zoning Commission meetings.

Drafted and processed meeting follow-up communications, minutes and legal documents.

City Council adopted three (3) ordinances and thirty-three (33) resolutions during the month; staff drafted twenty-eight (28) of these resolutions.

Processed and issued the following:

- 1 Business License
- 21 Pet licenses
 - 4 Annual "Paw Park" permits
 - 4 Public Event permits
- 5 Cemetery Interment Rights Certificates

Issued the following Parking Permits:

- 68 Monthly Lot
- 31 Monthly Construction
 - 8 Daily/Guest
 - 0 Annual Dumpster

Processed (15) liquor licenses, (2) wine and (3) beer permits.

Processed (1) cigarette/tobacco/nicotine/vapor permits.

Recorded (2) documents with the County Recorder.

Satisfied (6) requests for public records and responded to (6) requests/concerns received thru the City's on-line Service Request feature.

Drafted and submitted FY19/20 Goals & Accomplishments for the Public Records and Parking Enforcement Division.

Managers and supervisors attended training relative to hiring, leaves of absences, discipline and termination.

Initiated planning to assist in the reestablishment of the College Hill Self-Supported Municipal Improvement District (SSMID).

The unemployment rates for the month of August 2019 were 3.5% for the Waterloo-Cedar Falls Metropolitan Area, 2.5% in Iowa, and 3.8% in the U.S.

Document Imaging completed

- 5 Employee performance evaluations.
- 43 Police Reserve files.
- 21 Engineering project files.
- 14 Building/Inspection plans.
- 29 Miscellaneous boards, commissions & committees meeting materials.
- 33 City Council Resolutions (#21,686-#21,718).
 - 2 City Ordinances (#2926-2927).
 - 7 Miscellaneous City publications.

Miscellaneous employee documents/personnel files.

2017-2018 Pay plan study.

1992 Code of Ordinances.

Departmental Monthly Reports - August 2019.

Parking Activity

Enforcement

1,630 - Parking citations issued.

\$ 4,765.00 - Citations paid.

Collection Efforts

- \$ 1,223.00 Collections from delinquent parking accounts.
- \$ 950.00 Vehicle immobilizations (19 vehicles).

Continue to participate in parking technical committee meetings to discuss the implementation of the Downtown parking study recommendations.

A parking technical committee was formed and met for the first time to discuss implementation of the College Hill parking study recommendations. Committee members include city staff, College Hill Partnership and University of Northern Iowa staff.

After reviewing RFP's received and conducting interviews of vendors, IPS Group, Inc. was selected as the vendor to provide a fully integrated parking system as part of implementation of the parking study recommendations for both Downtown and College Hill.

FINANCE & BUSINESS OPERATIONS LIBRARY & COMMUNITY CENTER SEPTEMBER 2019

Library Activity

Usage Statistics	July 2019	August 2019	August 2018
Customer Count	24,123	20,446	19,598
Circulation	52,527	44,270	50,830
Ebooks and streamed videos	5,009	4,748	4,297
Downloaded music	1,551	1,490	1,584
Reference Service	1,905	1,557	2,384
Items Added	790	1,293	1,382
Event Attendance	3,612	176	567
Computer & Wi-fi Usage	3,844	4,068	4,079

Special events in September included the following:

- Artapalooza Puppet Show
- Writers of the Cedar Valley
- Fortepan Iowa with Bettina Fabos
- Tween Time
- Teen Nights
- Teen Minecraft
- Tabletop gaming
- Sewing and quilting in the Co-Lab
- Lego Team Competition
- Cosplay Makeup Demonstration
- Ooh La La: The French Influence in 18th-Century North America with Jocelyn Green
- Senior Device Advice
- Food Preservation Workshop and Tomato Tasting with master gardener Glenda Riddle and the Cedar Falls Seed Library
- Cardmaking classes with Holly Sutton in the Co-Lab
- Foam Armor Demonstration in the Co-Lab
- The Earth (or Iowa) Did Not Come with an Operation Manual with Kamyar Enshaya, director of the Center for Energy and Environmental Education
- Teen book club
- Book clubs for 3rd-4th graders and 5th-6th graders

- Native Plants with Laura Walter of the UNI Tallgrass Prairie Center
- Junior Tailgate
- Teen Manga/Anime Club
- Becoming a Conservation-Minded Citizen with Josh Balk of Black Hawk Soil & Water Conservation District

The Friends book discussions included *Unsheltered* by Barbara Kingsolver and *Ordinary Grace* by William Kent Krueger.

Special events were funded by the Friends of the Cedar Falls Public Library and the Cedar Falls Community Foundation Kathryn Ray Fund for use by the library.

Community Center: In addition to regular weekly events for seniors, such as ceramics, cards, billiards, functional fitness sessions, Senior Device Advice, a weaving class, and music, the Center also hosted a lunch & learn antique photo display and rentals for bridge, stamp club, Entertainment at the Center, and the Cedar Falls Food Co-op.

ITEM 11.

City of Cedar Falls
Community Development
Inspection Services Division
Monthly Report for:

Sep-19

Total for Fiscal Year - LAST YEAR	Total Same Month - LAST YEAR	Total for Fiscal Year	Total for Month
\$32,393,458.00	\$7,008,001.00	\$23,094,510.00	\$8,91

	\$23,094,510.00	0	388	\$86,312.23	\$8,914,057.00	0	123	'Total
\$0.00 \$35,371.10		0	26	\$15,389.98	\$0.00	0	9	Plan Review
								Agricultural/Vacant
0.00 \$243.00	\$114,920.00	0	3	\$0.00	\$105,000,00	0	1	Institutional, Schools, Public, and Utility
5100.00	\$4,000.00	0	1	\$100.00	\$4,000.00	0	1	Churches
50.00	\$20,000.00	0	1	\$0.00	\$20,000.00		1	Commercial/Industrial Garages
\$21,81 839 5	\$2,360,771.00	0	27	\$10,605.90	\$1,306,823.00	0	11	Commercial/Industrial Additions and Alterations
2.00 \$32,830.45	\$6,062,852.00	0	5	\$13,706.15	\$2,390,852.00	0	2	Commercial/Industrial New Construction
\$7,481.25	\$449,818.00	0	22	\$2,713.50	\$156,760.00	0	9	Res Garages
\$49,213.25	\$2,865,716.00	0	263	\$13,466.00	\$753,868.00	0	75	Res Additions and Alterations
\$9,728.25	\$3,690,000.00	0	12	1 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	the case of the same and the sa		to the state of th	Multi-Family New Construction
.00 \$58,839.40	\$7,526,433.00	0	28	\$30,330.70	\$4,176,754.00	0	14	Single Family New Construction
Fees	Valuations	Dwelling Units	Issued	Fees	Valuations	Dwelling Units	Issued	Construction Type
	Yearly Summary	Yearly			Summary	Monthly Summary		Construction Time

City of Cedar Falls
Community Development Services
Inspection Services Division
Monthly Report for:

Sep-19

Grand Total	Building Totals	Total	Refrigeration	Plumbing	Mechanical	Electrical	Registrations	Constractor	Total	Refrigeration	Plumbing	Mechanical	Electrical		Construction Type
323	123				1		Issued		199	w.	63	73	60	Issued	
0	0				0		Dwelling Units	Monthly		0	0	0	0	Dwelling Units	Monthly
\$8,914,057.00	\$8,914,057.00				\$0.00		Valuations	Monthly Summary		\$0.00	\$0.00	\$0.00	\$0.00	Valuations	Monthly Summary
\$111,684.93	\$86,312.23	\$150.00			\$150.00		Fees		\$25,222.70	\$740.00	\$10,895.50	\$7,425.00	\$6,162.20	Fees	
1106	388	3			2	1	Issued		715	4	230	284	197	Issued	
0	0				0	0	Dwelling Units	Yearly		0	0	0	0	Dwelling Units	Yearly
\$23,094,510.00	\$23,094,510.00				\$0.00	\$0.00	Valuations	Yearly Summary		\$0.00	\$0.00	\$0.00	\$0.00	Valuations	Yearly Summary
\$285,254.75	\$215,625.65	\$300.00			\$300.00	\$0.00	Fees	19	\$69,329.10	\$940.00	\$24,806.00	\$24,720.00	\$18,863.10	Fees	

ITEM 11.

PLANNING & COMMUNITY SERVICES DIVISION MONTHLY REPORT

September 2019

MONTHLY MEETINGS:

Planning & Zoning Commission – A meeting was held on September 11th and September 25th. The following items were considered.

Applicant VEREIT Real Estate	Project The Pointe at Henry Farms Preliminary and Final Plat	Request Recommend approval	Action Taken Approved
Emaad LLC	College Hill Facade review at 2211 College Street	Recommend approval	Approved
All Smiles Dentistry	PO-1 Site Plan Signage Amendment at 915 Hudson Road	Recommend approval	Approved
College Hill Partnership	College Hill Facade review – temporary mural installation, wheat pasting	Recommend approval	Approved
City of Cedar Falls and Confluence	Presentation of Draft Creekside Technology Center Master Plan	Recommend approval	Approved
The Horny Toad	Central Business Facade Plan at 202 Main Street	Recommend approval	Approved
Eagle View Partners	Central Business Facade Plan at 105 E. 2 nd Street	Recommend approval	Approved
Brad Leeper	Central Business Facade Plan at 203-205 Main Street	Recommend approval	Approved

Group Rental Committee - Held regular meetings on September 6th and September 17th.

Aaron Walther	1914 Belle Avenue	New rental for an occupancy of four (4) individuals aged 18 years or older per unit	Approved for an occupancy of two (2) individuals aged 18 years or older subject to staff stipulations
Josh Norton	2416 Iowa Street	New rental for an occupancy of three (3) individuals aged 18 years or older per unit	Approved for an occupancy of three (3) individuals aged 18 years or older subject to staff stipulations

Board of Rental Housing Appeals – Held regular meeting on September 16th.

Kathy Barrie, Mijos	1015 Tremont	Existing rental to	Approved to main
LLC	Street	maintain an occupancy of four (4) individuals aged 18 years or older at transfer	an occupancy of four (4) individuals aged 18 years or older at
Tim Mack, BL, LLC	2403 Walnut Street	Existing rental to maintain an occupancy of four (4) individuals aged 18 years or older at transfer	Approved to maintain an occupancy of four (4) individuals aged 18 years or older at
Kyler Rickert	704 Bluff Street	Appeal for new rental for an occupancy of three (3) individuals aged 18 years or older per unit	Approved for an occupancy of three (3) individuals aged 18 years or older subject to staff stipulations

Board of Adjustment – Did not meet in September

Other Commissions, Board Meetings & Staff Liaison Responsibilities:

	Date	Notes/Actions
Historic Preservation Commission	9/10/19	Viewed Fairview Cemetery video and planned for upcoming educational event. Reviewed the submittal and submitted a letter of support for the proposed Challenge Grant applicant.
Housing Commission	No meeting	
Community Main Street Design Committee	9/20/19	Design reviews. Façade program details discussed.
Parking Committee	9/10/19	Reported on progress. Continued work on public outreach strategies and signage design
Wellness Committee	No meeting	Staff assisted with blood draw event
Bicycle and Pedestrian Advisory Committee	9/3/19	Discussed Bicycle Briefs and Pedestrian Points; Pedal Fest summary; Mayor's Entre-Tourism Ride; trail concerns
Metropolitan Transportation Technical Committee	9/12/19	National Household Survey presentation, STBG project ranking guidelines, MPO By- laws

	0/00/40	Authority's Title VI Program, route	ITEM 11.
MET Transit Board	9/26/19	restructuring and staff reports.	
North Cedar Neighborhood Association	9/10/19	Center Street Trail update; location for neighborhood monument sign on Lone Tree Road.	
College Hill Partnership	9/9/19	Discussion of moving forward with seven wheat-pasted murals prior to Homecom Discussion of the short timeline for approval process through P&Z and Cou	ning.

PLANNING SERVICES:

- 413 citizen inquiries and staff responses with information/assistance.
- 76 land use permits were issued.

Number of Rental Inquiries: 50

Types of Questions:

- Information on paving requirements
- Confirming paving deadlines for rental properties
- Group rental permit for higher occupancy
- Existing rentals and level of occupancy determination
- Rear yard parking
- Group Rental Board of Housing Appeals process
- Fences, retaining walls, setbacks, etc.

OTHER PROJECTS FOR AUGUST INCLUDED:

- Developing a contract with Foth Infrastructure & Environment for engineering services for the Center Street Improvement Project.
- Historic Preservation Commission, in partnership with Channel 15, completed the Fairview Cemetery Tour video. Work on a video premier has started.
- Paving reminders sent for October 2019, October 2020, November 2019, and November 2010.
- Open House for the Downtown Visioning Project was held on September 25th. Draft of the Vision Plan was released to the public for review. Public input stated to be gathered.
- Confluence, Inc. presented the Creekside Technology Center Master Plan to the Planning & Zoning Commission on 9/11.

CDBG

Completing the FFY18 CAPER

HOUSING CHOICE VOUCHER PROGRAM

Waiting List 232
New Applications Taken 0
Units under Contract 221

HAP Payments \$104,147

RECREATION DIVISION Monthly Report September 2019

- Falls Aquatic Center Staff has been working on all the fall projects
 - o Draining/winterizing pipe
 - Turf care continues with weed control, aeration of turf, treatment for Japanese beetles, mowing, cutting back bushes and shrubs
 - o Waxing/coating water slides, coating stainless steel, organizing/storing items for winter
 - o The work to enclose the open pit and to make two more screened in areas to hide dumpsters was start this past month. Bids were accepted back in July and the construction is to be done by Failor-Hurley with completion targeted for mid to late October this fall.
- Staff has been working on CIP projects and the FY21 budget that have been submitted to City
 Hall for review.
- Staff updated accomplishments over the past 18 months and set new goals for the next 18 month. These were submitted to City Hall to help guide City Council in planning for the future.
- The Fall softball leagues and kickball leagues for adults are now winding down as are the youth
 volleyball and flag football programs. All outdoor programs have been affected by all the rain we
 received in September and early October forcing many games to be cancelled for the day. Most
 games were able to be rescheduled
- Rec Center
 - o Fitness classes have gone well with no issues with over 3,200 patrons participating.
 - o Staff has continued to help and assist RDG whom the City hired back in late spring to do the Recreation and Fitness Center study to help guide staff and the City as we look to the future. The results will help establish direction for both programs and additional spaces or remodeling that will need to be done in the years to come.
- Staff has been busy working on the programs and services to be offered during the school year and has them up on the web page for the public to see.
- Equipment use for summer programs has been collected, inspected, inventoried and stored in the basement of the Rec Center for next summer.
- Ball fields for softball and baseball continue to be rented for practice by local teams and organizations.
- Recreation staff has had a couple of meetings with school personnel regarding the new high school and a possible replacement for the indoor swimming pools at Peet and Holmes.

The following is a list of programs that met in September and the number of contacts we had with the public.

Respectfully submitted,

Bruce Verick

Bruce Verink

Recreation Division Manager

Recreation and Community Center Usage For September 2019

Members using the Facility Non-Members using the Facility Child Care Aerobics Circuit Weight Training Tai Chi Yoga Zumba Rock On Boxing Bootcamp	9,477 277 124 1,183 72 156 932 99 84 77	Cardio Cycling Massages Personal Training Pickleball Ballroom Dance Meetings/Tours/Rentals Racquetball/Wallyball Hrs. Birthday Parties Sack Lunch Day Steam Room Usage	608 34 224 67 72 810 26 60 7 374
Recreation and Communit	v Center Rover		
Recreation and Communit	y Center Rever		
Resident Memberships Sold 12 th Grade & Under Adult Senior Citizen Family Pass Corporate Family Corporate Individual	3 39 15 57 0 2	Punch Cards 12 th Grade & Under Adult Senior Citizen Child Care Racquetball	2 11 2 8 0
Credit Card Usage	\$25,275.48	Leisure Link Registration	\$2,842.50
Daily Fees Admission Child Care	\$2,160.00 \$5.00	Racquetball Rec Concessions	\$6.00 \$237.85
Swimming Pool Passes (V	/inter)		
Family Individual Youth & Senior	23 36 7		
Youth Programs			
Volleyball Pool Parties Swim Club	236 60 628	Flag Football 1 st & 2 nd 3 rd & 4 th .5 th & 6 th	2,041 2,340 2,119
Adult Programs			
Fall Softball Leagues Kickball League	768 312	Scuba	28
Recreational & Lap Swim	598		
Rentals Pool Parties Beach House Ball Fields	2 10 77	Shelters Gateway Celebration Shelter Recreation Center	55 7 11

CEDAR FALLS RECREATION DIVISION September-19

YOUTH SPORTS		ADULT SPORTS	
Sack Lunch Days		Pickleball Mornings	2
K-6th Grade	7	TOTAL ADULT SPORTS	2
Volleybali		ADULT EXERCISE	
3rd & 4th Grade	32	Circuit Weight Training	
5th & 6th Grade	27	TTh 4:30 pm	13
TOTAL	59		
		BOXING BOOTCAMP	
YOUTH FLAG FOOTBALL		Tu/Th 4:30 pm	16
1st & 2nd Grade		·	
Bess Streeter Aldrich	25	ROCK ON MONTHLY	
Hansen	39	MWF 5:15 AM	9
Cedar Heights	25		
Lincoln	9	TAI CHI	
Southdale	29	Tu/Th 9:00 am	20
Orchard Hill	10		
North Cedar	10	TOTAL ADULT EXERCISE	58
St. Pats	10		
TOTAL	157		
3rd & 4th Grade		BALLROOM DANCE	
Bess Streeter Aldrich	25	Couples	17
Hansen	50	Singles	7
Orchard Hill	12	TOTAL BALLROOM DANCE	24
Cedar Heights	15		
Lincoln	10		
Southdale	18		
North Cedar	5		
St. Pats	10		
Hudson	29		
TOTAL	174		
5th & 6th Grade			
Bess Streeter Aldrich	28		
Hansen	32		
Cedar Heights	21		
Lincoln	5		
Southdale	27		
Orchard Hill	10		
North Cedar	5		
St. Pats	8		
Hudson	27		
TOTAL	163		
TOTAL YOUTH FLAG FOOTBALL	494		
TOTAL YOUTH SPORTS	560		

CEDAR FALLS TOURISM & VISITORS BUREAU Monthly Report September 2019







Meetings, Conferences and Business Travel Marketing

- Met with Kayla Stafford to arrange for shuttle transportation and welcome video for UNI Overseas Recruiting Fair.
- Attended Small Market Meetings and met with 22 planners.
- Rescheduled HelmsBriscoe Familiarization Tour due to low number of reservations.
- Arranged for welcome video for UNI Overseas Recruiting Fair.
- Provided assistance with 10 RFP's.
- Assisted Historic Route 20 Association set up Annual Meeting.
- Learned we were not selected for APA-lowa Chapter Conference.
- Continued improvements to meetings section of web site.

Groups Visiting

Date Sept 27-29 Group

create{her}CF

Grant and promotion assistance

Sept 28

Bands of America

70 anticipated

Attendance

8,000 anticipated

Planning and promotion assistance and coordination of volunteers



Sports Related Marketing

- Attend Cedar Valley Sports Commission board meeting.
- Assist with Cedar Valley Sports Commission Golf Outing.

Events that Occurred

Date Sept 7 Event

Scott Sterrett Memorial Half Marathon

Attendance unknown

promotion assistance CVSC – Cedar Valley Sports Commission, CFTVB – Cedar Falls Tourism and Visitors Bureau



Leisure Travel Marketing

- Attend City Council meeting re ZLR contract.
- In June through August we fulfilled 1,700 requests for information from our advertising.
- News at Noon interview to promote Bluegrass Festival, UNI Homecoming and Cedar Valley
- Attend Cedar Trails Partnership board meeting.
- Worked with the UNI GeoTree Center to submit grant application to Iowa Economic Development Authority to produce 360 photography for Google products.
- Assist with ad sales and gather updated content for 2020 Visitor Guide.
- Monitored, shared and created 8 posts.
- Assisted Visitor Center walk-ins and callers.
- Published Weekender Newsletter with stories about Fall Craft Shows and Flea Markets, Haunts and Happenings, Fall Fun and Kayaking.
- Boosted 2 posts about ARTapalooza and create{her}CF conference.
- Processed 388 leads from Travel lowa advertising.
- Maintained Cedar Valley Trails website and Facebook page.
- Processed special trails event registrations x2.



Tourism Related Business and Organization Coordination and Collaboration

- Host Cedar Valley Hospitality meeting at Barn Happy.
- Cedar Falls Tourism Marketing Committee meeting.
- Published Hospitality Highlights newslett 26x5.



Asset Development

- Attended Cedar River Improvements meeting x2.
- Use of reserve account discussion.



Group Tour Marketing

Worked with 2 motor coach groups planning to visit Cedar Falls.

Groups Visiting

Date Group
Sept 13 CF Class Reunion

Attendance 160 ppl

Planning assistance

Jay C. Hormel Nature Center visit planning assistance and use of Visitor Center

22 ppl



Organization and Promotion of Tourism Related Events

Planning

Sept 14

- Attend Sturgis Falls Celebration board meeting.
- Prepare invitation for 2020 RAGBRAI.
- TVB Board awarded Marketing and Tourism Development grant to Eastern Iowa Sports Show.
- Released 73 events on Cedar Valley 365 and promoted its use.

Events that Occurred

Date Event

Attendance

4,500 anticipated

Sept 7 ARTapalooza

grant, welcome materials, promotion assistance

unknown

Sept 29+ UNI Homecoming

promotion assistance



Increase Community Support

- Attend Upper Midwest Convention and Visitors Bureaus Conference in Fargo, ND.
- Iowa Department of Transportation Tourist Oriented Signage Committee meeting.
- Attend Eastern Iowa Tourism Association meeting in Swisher.
- Met with Carrie Koelker, Eastern Iowa Tourism Association to take over as treasurer of the organization.
- Produced and distributed FY19 Annual Report.
- Attended Western Home Community Breakfast.
- Published Envoy newsletter.

Administrative Activities

- Community Development staff meeting x4.
- Tourism staff meeting x1.
- Attend Friends of the Hearst board meeting.
- Designed new t-shirt for sale in Visitor Center gift shop.
- Process bills and payroll x2

Focus for September

- Wrap up advertising and content for 2020 visitor guide.
- Finalize new facilities guide and order folders and envelopes.
- Attend inaugural Iowa Festivals and Events Conference.

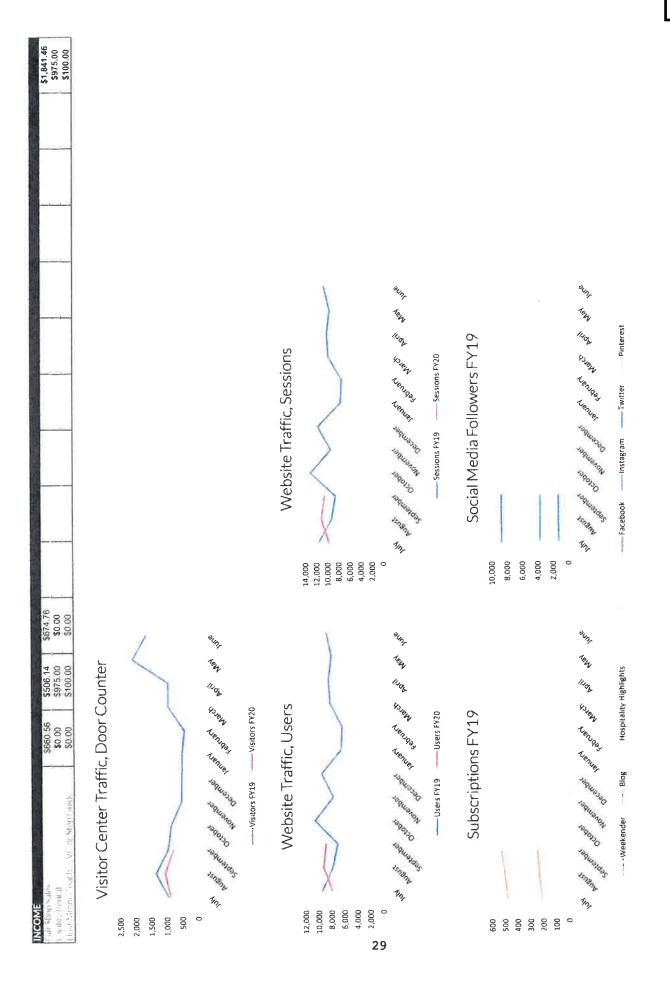
Respectfully Submitted,

Kim Manning, Visitors,

Tourism and Cultural Programs Manager

ITEM 11.

		MIC	Monthly Activity Report for Cedar Fails Tourism & Visitors Division	Ity nepor	ונו רבחשו	100	7						
uly 2019 thru June 2020	July	August	September	October	November	December	January	reordary	March	April	May	June	lotals
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CEDAR FALLS CULTURAL PROGRAMS Monthly Report | September 2019





PUBLIC EVENTS/PROGRAMS @ The Hearst

September 5: Public Lecture by artist Isaac Campbell

September 8: Film Screening of Be Natural, in conjunction with exhibition

September 12: More Music in Mae Latta with Thomas & Perdrix

September 13: Lunchtime Concert – Steinway Piano Fundraiser

September 26: Final Thursday Readers' Series

September 29: Public reception for Fiber Form: Teddi Finegan exhibition

HIGHLIGHTS from Heather Skeens, Cultural Programs Supervisor:

- Participated in quarterly Cedar Valley Hospitality meeting; led directly to development of new collaborative program with Black Hawk Hotel and Community Main Street, scheduled for early 2020.
- Worked with upcoming lender on exhibition plans for Advertising in Art exhibition.
- Met with Kim Manning to review Cultural Programs Goals and Accomplishments.
- Hosted artist Isaac Campbell for public lecture at the Hearst.
- Worked with Lea Stewart to develop funding tracking system for special projects.
- Attended Director's Meeting to present information re: Hearst strategic plan, studio rental spaces, and visioning committee report.
- Attended Community Development staff meeting in Kim's absence.
- Participated in monthly meeting of the Cedar Valley Arts Steering Committee.
- Met with local artist, frje, to discuss an upcoming workshop.
- Met with Jeff Olson, Craig Berte, John Bostwick and Emily Drennan to review artwork for loan and purchase at the Public Safety Building.
- Attended meeting with UNI class and Emily Drennan re: the upcoming student-curated exhibition "James Hearst in Prose," scheduled to open in November.
- Met with Matt Buck to discuss CIP requests for the Hearst Center facility.
- Amended past CIP requests and created new CIP requests.
- Hosted lunchtime concert fundraiser for Steinway piano repairs. Concert raised \$225 toward needed repairs.
- Worked with Sheri Huber-Otting on grant request from Humanities Iowa.
- Continued to work with Hearst Center intern Susie Pratt on various projects.
- Visited with artist Barbara Fedeler borrow works for possible purchase at Public Safety.
- Attended meeting with Cedar Falls Community Foundation and Friends of the Hearst to discuss financial options for a foundation account.
- Continued to work with the Cedar Valley Biennial Committee on planning for this year's exhibition and associated programming, including an artist's lecture at the Hearst Center.
- Worked with Nate Clayberg and Carol Lilly on CF CAPS project proposal.

- Provided information and an interview regarding current exhibitions for CF Channel 15.
- Hosted public reception for exhibition Fiber Form: Teddi Finegan.
- Coordinated a UNI Museum Studies student intern for Public Safety, to complete installation of historic materials in display cases. Met with intern and Public Safety staff.
- Held final discipline/dismissal meeting with Hearst instructor and Ed Coordinator.
- Held one session of "Slow Art Lunch Club" program.
- Continued to work on coordinating logistics for upcoming large-scale exhibition, including funding sources.
- Reviewed/amended agendas and meeting minutes for Friends, Art and Culture Board and Public Art Committee meetings.
- Worked with Senior Services Coordinator to approve bills, dailies, timesheets, etc.
- Led weekly staff meetings.

HIGHLIGHTS from Lea Stewart, Senior Services Coordinator:

- Researched member and donor history for Heather & Friends Board.
- Greeted and assisted guests dropping off loan pieces for Finegan & Fowler shows.
- Created lists of new & renewing members for the winter brochure.
- Sent thank you cards for Barbara Brown memorial donations.
- Promoted new Ukulele club to past class attendees.
- Generated and mailed donation and membership thank you letters.
- Researched employer matching programs for Friends annual campaign.
- Worked with Sheri to take over being the staff liaison to the Friends Group.
- Printed and prepared the Friends board meeting packets.
- Curated and updated the PR contacts lists for mailings.
- Prepared and mailed out the Caylin Jayde show postcard.
- Recorded donations for the Piano Fundraiser concert.
- Estimated future postage needs and prepared mailing lists for marketing products.
- Purchased and maintained stock of office supplies.
- Processed weekly deposits for the Hearst front desk and Friends group checks.
- Handled gift shop transactions and answered customer questions.
- Answered questions on the phone and in person about upcoming events & classes.
- Greeted visitors and gave directions to other area attractions.
- Entered council bills, P-card transactions and payroll.
- Processed vendor payments and reimbursement requests.
- Generated invoices and processed payments for North Star.
- Generated reports from AS-400 for staff members as requested.
- Recorded Friends donations and membership dues in Past Perfect.
- Updated the past year comparison report of Friends Memberships.
 Updated the financial report for the Public Art Committee meeting.
- Completed program registrations both in person and over the phone for classes.
- Entered rental contracts into MaxGalaxy and processed payments.
- Made weekly reports on the status of membership and class enrollment.

HIGHLIGHTS from Emily Drennan, Curator and Registrar:

- Finalize installation of works by Clayton Fowler drawn from the Hearst permanent collection, private collections, and the UNI Gallery of Art permanent collection; layout, install, paint, lighting, labels, and signage.
- Work with Dr. Jim O'Loughlin, associate professor in the Department of Languages & Literature at the University of Northern Iowa who teaches classes in American literature, creative writing, and professional writing, to coordinate an exhibition to be developed by his graduate students and presented at the Hearst.
- Arrange for purchase of two works for the Hearst permanent collection following Art and Culture Board recommendation.
- Attend Pasting Our Past: Where Historic Photographs and Public Art Intersect with Isaac Campbell public event at the Hearst in conjunction with the exhibition Formal/Informal: Innovations in Portraiture.
- Along with the Cultural Programs Supervisor, meet with Public Safety staff to present recommendations for inclusion of art in their building; prepare for this through meeting with artists and gathering information and works.
- Work with Public Art Committee chair and Cultural Programs Supervisor to schedule regular and special meetings of the committee and set agenda items.
- Work with the Marketing Assistant to develop labels, signage, and publicity materials for exhibitions.
- Work with 2019 Hartman Visiting Artist Program designee to plan an exhibition, reception, and talk at the Hearst.
- Photograph installation and deinstall works in Formal/Informal: Innovations in Portraiture, prepare works for transport to Syracuse University; arrange for shipping.
- Design installation of the exhibition Fiber Form and layout of works from the Hearst permanent collection and on loan from UNI, the Waterloo Center for the Arts, area churches, and private collectors; install, paint, lighting, labels, signage, and coordinate with artist on reception and programs.
- Develop design for custom apparatus for installing altar pieces; have them produced.
- Attend public reception for Fiber Form: Works by Teddi Finegan.
- Maintain clean walls and functioning track lights during public hours of exhibitions.
- Work with the Cultural Programs Supervisor on current and upcoming projects and related events.
- Attend weekly staff meetings.



HIGHLIGHTS from Sheri Huber-Otting, Programs Coordinator:

- Coordinated needs for the following events with community members and staff: Piano fundraiser with Jean Hilbert, Teddi Finegan Reception, Isaac Campbell Wheat Pasting Talk, film screening of *Be Natural*, live music by Thomas & Perdrix and the Final Thursday Readers' Series event featuring Jo Knowles.
- Attended monthly Friends of the Hearst Meeting; created agenda and meeting packets.
- Met with EPI Coordinator about volunteering.
- Coordinated and led monthly Hearst Photo Club Meeting.
- Met with UNI student Jena Davis about research project around 2020 program.
- September 7th, Winner of Passport to the Arts was chosen. 122 passports stamped.
- Set up for rentals, meetings, receptions, and events in September; 4 hours.
- Coordinated needs for three rentals and completed two rental contracts for future dates.
- Created agreements with two musicians for future programs.
- Coordinated 6 volunteers help out for a total of 17.25 hours in September.
- Reviewed materials for upcoming events in October and beyond.
- Attended weekly staff meetings.
- Secured food and beverages for two public events.
- Continued to plan ahead for spring events and programs.
- Prepared final report to partners for the Passport to the Arts initiative.
- Coordinated creation of a book club featuring guest local authors.
- Worked with marketing coordinator to have posters made and social media ads placed for upcoming events.

HIGHLIGHTS from Angie Hickok, Education Coordinator:

- Coordinated outreach (hands-on activities and/or facepainting) at: ARTapalooza,
 Western Home Family Fun Day, CF Co-Op Fall Fest, and at LSI car seat fitting event.
- Coordinated Creative Writing Workshop with North American Review editor. Program success led to four additional workshops in early 2020.
- Created Art and Culture Board agenda with President and Supervisor, created meeting packets, attended monthly meeting and took minutes.
- Attended LitCon Meeting.
- Attended weekly staff meetings
- Communicated the need for availability for summer to schedule open shifts, outreach events and upcoming instructor staff meeting dates/times.
- Scheduled staff to classes, workshops etc.
- Supervised the organization of and supply of materials of classrooms by Ed Assistant
- Supervised and delegated duties to Ed Assistant: ordering supplies, organizing classrooms, leading classes, and scheduling outreach CAFÉ programs.
- Supervised and delegated duties to Ceramic Lab Tech: ordering supplies, organizing ceramic lab, leading classes, and scheduling, professional development.
- Scheduled instructors for 2 North Star workshops.
- Coordinated 2 birthdays for Oct. scheduled staff, paper work.
- Filed discipline report for instructor. Met with instructor and Supervisor, filed termination.
- Planned activities for outreach for ARTapalooza- Art cart, face painting.
- Attended ARTapalooza.
- Staffed and supervised Saturday morning classes.
- Finished Ed programming for winter brochure.
- Scheduled quarterly Ed committee meeting.
- Coordinated with Marketing Asst. to make FB posts for instructors and made a post for the UNI job board.
- Donated one birthday for a fundraiser.
- Coordinated with EPI for volunteers to help with classroom organization.

HIGHLIGHTS from Abby Haigh, Marketing Assistant

- Coordinated with graphic designer on design projects: Winter 2019 brochure, Public Art e-card, and all exhibition materials for: Teddi Finnegan, Clayton Fowler, and Caylin Graham shows (postcards/vinyl/labels/posters, etc.)
- Coordinated with Karen's Print on printing projects: Teddi Finnegan/Clayton Fowler postcard and Caylin Graham postcard.
- Built new Hearst Center website on Wordpress
 — went live 9/27. Coordinated with Far
 Reach on domain transfer and GoDaddy hosting. Worked with marketing professor/Art
 and Culture Board member Matthew Wilson on transition.
- Continued to submit upcoming events/exhibitions/education to the Cedar Falls Tourism Calendar/365 calendar.

- Submitted additional Hearst Center Currents text/images (Oct-Dec 19) to City of Cedar Falls Graphic Designer.
- Errands: Signs and Designs (exhibition vinyl), Karen's Print (exhibition postcards) and city hall (mail).
- Continued to fill in at the front desk for lunch breaks, absences and breaks.
- Continued to coordinate with Communications Specialist for City of Cedar Falls Hearst info/photos for City of Cedar Falls blog and social media postings.
- Mail Chimp: created content/graphics /added email subscriptions October E-News and Teddi Finegan Opening Reception.
- Created content/graphics/posts for all social media.
 City Website: Updated holiday hours and rental information.
- Radio interviews- 1 (KXEL Final Thursday/Teddi Finegan Opening Reception
- Facebook Ads 2 (Frankenstein Workshop + Part Time Youth Instructor)
- Press Releases: 1 (Teddi Finegan/Clayton Fowler Exhibitions)

Respectfully submitted,

Heather Skeens, Cultural Programs Supervisor

Hearst Center for the Arts

Hearst Center for the Arts Activity Report - Cultural Division FY20

nearst center for the	July FY20	July FY19	Aug. FY20	Aug. FY19	Sept. FY20	Sept. FY19	October	November	December
ATTENDANCE									
# of Days Open to Public	27	27	30	28	25	26			
Door Counter	2420	2579	2359	1743	1544	1195			
Sculpture Garden (est.)	375	375	350	350	300	300			
Average visits per day	103.52	109.41	90.30	74.75	73.76	57.50			
VISIT PURPOSE									
Exhibition (walk-in)	365	313	318	347	256	184			
Exhibition Receptions	0	141	15	101	67	49			
Meetings	34	40	32	65	16	40			
Youth Classes	0	64	0	16	177	140			
Adult Classes	174	59	34	29	85	45			
Messy Mornings	0	0	0	0	78	67			
Camps	909	918	989	448	38	25			
Birthday Parties	34	65	43	84	0	62		ļ	
Workshops	26	17	25	0	13	11	1	<u> </u>	
Tours	90	89	0	0	0	0			
Rentals	35	134	187	0	98	84			
Ceramics Lab	40	18	34	16	21	15			
Public Programs	228	151	145	140	174	304			
Thursday Painters	86	99	98	130	80	86			
Volunteers / # of hours	7/23	13/22.75	8/14	3/5.5	6/17.25	5/26.75			
Other	134	577	151	367	90	94			
SERVICES OFFERED	THE RESERVE	THE PERSON I		and the same					Lacro Husen
Youth Classes	0	3	0	1	2	13			-
Adult Classes	10	13	3	2	10	4			
Rentals (inc. recitals, etc.)	1	3	7	0	3	4			
Community Group Mtgs	2	11	6	14	7	12			
Messy Mornings	0	0	0	0	4	4		-	
Camps	10	10	3	5	1	1		-	
Birthday Parties	1	2	1	2	0	2	+		
Workshops	3	1	1	0	1	1			
Tours	3	3	0	0	0	0			
Public Programs	4	6	6	7	7	14			
Thursday Painters	4	4	5	5	4	4			
Exhibition Receptions	0	1	1	1	1	1	-		
DIGITAL TRAFFIC					44.54	1200			
E-News Subscriptions	1165	1305	1160	1299	1161	1266 17770			
Facebook Views	20773	23142	24078	16516	21945	1673			
Facebook Followers	1974	1643	1978	1659	1993	11			
Facebook Event Listings	8	6	8	6	7	11	OF STATE		Or Charles
OFFSITE SERVICES		المحيوسي		245	322	415			
Offsite Educ .Encounters	206	152	237	315	322	415	-		
Offsite Educ. Programs	4	4	3	4	2	3	+		
Community Committee Mtg	2	2	2	3	2	3			Carried Street
MEMBERSHIPS			222	224	220	234			
Total Friends Memberships	227	182	229	224	228	11			
New/Renewed this month	6	0	22	44		11	1	Land of the land	11/2 150
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Newspaper	0	1	0	1	1 1	1			
Radio, interviews, ads	1	1	1	2	1 1	1			
Press Releases	2	1	1	2	2	0	-		
Ads, other (FB ads, etc.)	0	2	1	1		U			

ENGINEERING DIVISION PROJECT MONTHLY REPORT - September 2019

	PROJECT MONTHLY F		To late the same of	Contractor/
Project	Description	Status	Budget	Developer
2018 Street Construction	Street Repair	Punch List Remains	\$4,700,000	Engineering Division PCI
2019 Bridge Maintenance Project	Bridge Maintenance	Construction Underway	\$310,000	Engineering Division Foth
2019 Permeable Alley	Storm Water	Construction Underway	\$260,000	Engineering Division Bentons
2019 Sidewalk Assessment	Sidewalks	Contracts		Engineering Divison
2019 Street Construction	Street Repair	Construction Underway	\$4,800,000	Engineering Division
2020 Sidewalk Assessment	Sidewalks	Design/Notices	TBD	Engineering Division
2020 Street Constrctuion	Street Repair	Design Underway		Engineering Divison
Campus Street Box Culvert	Box Culvert	Contracts	\$320,000	Engineering Division PCI
Cedar Heights Drive Reconstruction	Street Repair	Design	\$6,000,000	Snyder
Cedar River Whitewater Recreation	Recreation	RFP for Consultant	\$50,000	Engineering Division
Center Street Trail	Trails	Construction Underway	\$450,000	Engineering Division Cunningham Construction
Downtown Levee Improvements	Flood Protection Raise Levee to 500 Year	Construction Underway	\$11,800,000	Engineering Division AECOM / IBC
Dry Run Creek Sanitary Sewer Phase II	Sanitary Sewer	Final Out Remains	\$3,800,000	Engineering Division SM Hentges
Greenhill Road Extension	New Street Construction	Final Out Remains	\$5,100,000	Engineering Division AECOM
Highway 58 Corridor Study	Study and Design Greenhill Road to HWY 20	Construction Underway	\$2,500,000	IDOT/AECOM Engineering Division
South Main Parking Lot	New Parking Lot Construciton	Construciton Underway	\$160,000	Engineering Divison / Snyder
University Avenue - Phase I	Reconstruction	Final Out Remains	\$14,500,000	Engineering Division Foth
University Avenue - Phase II	Reconstruction	Final Out Remains	\$13,632,000	Engineering Division Foth
University Avenue - Phase III	Reconstruction	Final Out Remains	\$3,500,000	Engineering Division Foth
W. 1st Street Reconstruction	Reconstruction	Final Design	\$6,500,000	Engineering Division Snyder & Associates
W. 20th Street Bridge Replacement	Box Culvert	Final Out Remains	\$850,000	Engineering Division PCI
Walnut Street Box Culvert	Box Culvert	Contracts	\$750,000	Engineering Division TBD

ENGINEERING DIVISION SUBDIVISION MONTHLY REPORT - September 2019

Project Title	Description	Status	Budget	Contractor/ Developer
Autumn Ridge 8th Addition	New Subdivision	Acceptance of Improvements Remain		BNKD Inc. Shoff Engineering
Autumn Villages Phase II & III	New Subdivision	Approved		CGA
Gateway Business Park	New Subdivision	Construction Underway		Shive Hattery Baker Construction
Greenhill Village Townhomes II	New Subdivision	On Hold	STREET,	CGA
McMahill Plat	New Subdivision	Final Out Remains	(20000000)	Cedar Falls Schools Hall and Hall
Panther West II - 1st Addtion	New Subdivision	Preliminary Plat		CGA
Park Ridge Estates	New Subdivision	Construction Underway		Brian Wingert CGA
Pheasent Hollow 7th Addtion	New Subdivision	Preliminary Plat		CGA
Prairie Winds 4th Addition	New Subdivision	Construction Underway		Brian Wingert CGA
Prairie Winds 5th Addition	New Subdivision	Under Review		Brian Wingert
River Place Addition	New Subdivision	Construction Underway	(*********)	Kittrell/AECOM
Sands Addition	New Subdivision	Construction Underway		Jim Sands/VJ
The Arbors Fourth Addition	New Subdivision	Under Review		Skogman/CGA
The Terraces at West Glen, New	New Subdivision	Under Review	720000000	New Aldaya/Fehr Graham
West Village Townhomes	New Subdivision	Under Review	(*********	CGA
Western Home Communities Ninth Addition	New Subdivision	Under Review	(Claassen
Western Homes 9th Addition	New Subdivision	Construction Underway	(**************************************	Claassen
Wild Horse 4th Addition	New Subdivision	Punch List	(SANTANIA).	Skogman/CGA

ENGINEERING DIVISION COMMERCIAL CONSTRUCTION MONTHLY REPORT - September 2019

Project	Description	SWPPP Status	Detention Calcs Status	Developer/ Engineer	Project Status
200 West 1st Street	200 W. 1st Street	Approved	Approved	Arabella, LLC	Active
422 Main St Driveway Relocation	422 Main St	Approved		Fehr Graham Engineering	Completed
918 Viking Road	918 Viking Road	Under Review	Approved	Dahlstrom/CGA	Active
924 Viking Road	924 Viking Road	Approved	Approved	Dahlstrom/CGA	Active
Air King Filtration	2800 Technology	Under Review	Under Review	VJ Engineering	Active
Airgas Parking Lot Addition	407 Performance Drive	Approved		Cardinal Construction	Active
Aldrich Elementary School	2526 Ashworth Drive	Approved	Approved	Larson Construction	Active
Ashley Furniture	2615 Capital Way	Approved	Approved	Claassen Engineering	Completed
Bethany Bible Church	4507 Rownd Street	Seed Stabilization	Approved	VJ Engineering	Completed
Brookside Veterinary Hospital	9305 University Avenue	Approved	***********	Magee Construction Company	Completed
Buckeye Corrugated	2900 Capital Way	Approved	Approved	Fehr Graham Engineering	Active
Cedar Falls Lutheran	7501 University Avenue 1A & 2B	Approved		Peters Construction	Completed
Home for Aged	310 E 4th Street	Approved		Koch Construction	Completed, Final
Cedar Valley	310 = 411 311661	Дрргочеа			stabilization in
Chamber of Commerce Cedar Falls Gospel Hall	15th Street & Walnut	Under Review	Under Review	CES	Under Review
Olivia	1703 State Street	Approved	Approved	Lehman Trucking & Excavating	Completed
Cedar Valley Veterinary Clinic Cedarloo Park Parking Lot	4418 University Avenue	Approved		City of Cedar Falls	?
	COMP. D. J.	Annuound		Peters Construction	Active
CFU Building Addition	1 Utility Parkway	Approved		Peters Construction	Completed
City of Cedar Falls	3626 W. 12th Street	Approved Seed Stabilization	Approved	Confluence	Completed
College Square Apartments	925 Maplewood Drive	Seed Stabilization			
Community Foundation	3117 Greenhill Circle	Seed Stabilization	Approved	Peters Construction	Completed
Community Motors	4617 University Avenue	Seed Stabilization	Approved	Helland Engineering	Completed
Deere and Company	6725 Cedar Heights Drive	Seed Stabilization		Peters Construction	Completed
Fager Properties LLC	3123 Big Woods Road	Approved	***************************************	Fager Construction	Active
Fareway Stores	4500 S. Main Street	Approved	Approved	Fareway Stores/ Snyder & Associates, Inc.	Hydro mulched, Nee final stabilization
Great Wall Reconstruction	2125 College Street	Approved	Approved	Peters Construction	Completed
Greenhill Commercial	4505 Algonquin Drive	Approved	Approved	High Properties	Active
Greenhill Fountains - Ph. II	5307 Caraway Lane	Approved	Approved	Hall & Hall	Active
Greenhill Village Estates	Loren Drive	Under Review	Under Review	Axiom Consultants	Under Review
Hampton Inn	101 W. 1st Street	Approved	Approved	VJ Engineering	Active
Hanna Park Lot 5	Under Construction	Approved	Approved	Shoff Engineering	Active
Hennessey Dentistry (Building	9219 University Avenue	Approved	Approved	VJ Engineering	Active
Henry Property (Fleet Farm Store	Ridgeway Ave.	Approved	Under Review	Henry Property/Bayer Baker	Active
Hertz Farm Building Renovation	6314 Chancellor Drive	Approved	Approved	Peters Construction	Active
Hilton Garden Addition	5540 Nordic Drive	Approved	Approved	VJ Engineering	Active
Holiday Inn	7400 Hudson Rd	Approved	Approved	Shive Hattery	Active
Immanual Lutheran Church	4820 Oster Pkwy	Under Review	Under Review	ISG	Hold by Planning
Jacobson Parking Areas	411 Clay Street	Approved	Approved	Peters Construction	Completed
JC Enterprises Building Addition		Approved		JC Enterprises	Completed
JC Enterprises Parking Lot	1910 Center Street	Approved		JC Enterprises	Completed
John Deere PEC	John Deere PEC	Under Construction		John Deere/Bolten Menk	Active Completed
Kohl's Parking Lot	5911 University Ave. Suite	Approved	***********	Kimley Horn & Associates, Inc.	Completed

ENGINEERING DIVISION COMMERCIAL CONSTRUCTION MONTHLY REPORT - September 2019

Project	Description	SWPPP Status	Detention Calcs Status	Developer/ Engineer	Project Status
Lot 5 West Viking Road	3201 Venture Way	Approved	Approved	Skogman/CGA	Active
Martin Bros. Marketing Center (Building Addition & Parking	6623 Chancellor Drive	Approved	Approved	Fehr Graham Engineering	Active
N. Cedar Elementary School		Approved	Approved	Brain Engineering	
North Elementary School	2419 Fern Avenue	Approved		Cardinal Construction	Active
Orchard Elementary	3909 Rownd Street	Approved	Approved	Brain Engineering	Active
Owen5 Construction Facility	Lot 16 Northern CF	Under Review	Under Review	ISG	Hold by Planning
Panther Office Addition	616 Clay Street	Approved		Dollys Rental	Active
Panther Travel Center/Dairy	1525 W Ridgeway	Approved	Approved	Fehr Graham Engineering	Active
Public Safety Building	4600 S. Main Street	Approved	Approved	CGA/Peters Construction	Active
Rabo Agrifinance	1402 Technology Pkwy.	Approved	Under Review	Fehr Graham Engineering	Active
Raising Cane's	201 Viking Plaza Drive	Approved		Cheever Construction/CGA	Active
Redeemer Church	815 Orchard Drive	Approved	Approved	VJ Engineering	Active
River Place MU II	122 E. 2nd Street	Approved	Approved	AECOM	Active
	6607 University Avenue	Approved	Approved	Fehr Graham Engineering	Completed
Stumberland (Building Addition	317 Savannah Park Road	Approved	Approved	Casady Engineering, Inc.	Active
Standard Distributing Co.	1225 Rail Way	Approved	Approved	Fred Rose, LLC	Active
Standard Distribution State Street Mixed Use LC	200 E. 2nd Street	Approved	***********	Benton Sand & Gravel Inc.	Active
Strickler Properties	Development Drive	Under Review	Under Review	CGA	Under Review
Test America	3019 Venture Way	Approved	Approved	FN Investors, LLC	Active
Threads	6601 Development Dr.	Approved	Approved	ACOH, LLC	Active
UnityPoint	5100 Prairie Parkway	Seed Stabilization	Approved	VJ Engineering	Completed
Valley Park Dental	Building Addition			Kirk Gross Company	Active
Valley Fark Behavior Veridian Credit Union Parking Lot	3621 Cedar Heights Drive	Seed Stabilization			Completed
Victory Motors	5312 University Avenue			All Seasons Construction	Active
Viking Pump Addition	406 State Street	Approved	***************************************	Cardinal Construction	Active
Viking Pump Building Addition	715 Viking Road			Cardinal Construction	Active
Wayson Chiropractic	4615 Chadwick Road	Seed Stabilization	Approved	Peters Construction	Completed
Wayson Chiropractic	4615 Chadwick Road	Under Construction	Approved		
Weber Paper Remodel	5801 Westminster Drive	Approved	Approved	Peters Construction	Completed
Western Home Community Building	3001 Wediminater Dive	Approved	Approved	Claassen Engineering	Active
Western Home 7th Addition	Under Construction	Approved		Lockard Development	Active
Western Home Communities 4th - Building Addition	5317 Hyacinth Drive	Approved	Approved -	Cardinal Construction	Active
Willow Falls Addition	1123 Bluegrass Circle	Seed Stabilization	Approved	VJ Engineering Brent Dahlstrom	Completed
Willow Falls Addition	Bluegrass Circle	Under Construction	Approved	VJ Engineering Brent Dahlstrom	
Zuidberg NA	West Viking Industrial Park	Approved	Approved	Fehr Graham Engineering	Active

DEPARTMENT OF PUBLIC WORKS OPERATIONS & MAINTENANCE DIVIVSION PARK/CEMETERY/GOLF SECTION MONTHLY REPORT FOR SEPTEMBER 2019

PARK

- Performed routine cleanup duties at Paw Park.
- Performed routine restroom stocking and shelter cleanup duties.
- Performed routine playground inspections & repairs.
- Cleaned planting beds and bio-cells on city properties.
- Continued weeding and re-mulching planting beds on city property.
- Picked up down limbs on mowing routes.
- Routine mowing of city properties.
- Broom rec. trails.
- Trimmed trees and weeds along rec. trails.
- Continuing to apply wood chips to playgrounds in parks.
- Mowed new sod at the public safety facility.
- Continued watering sod at Place to Play Park.
- Removed fence at Paw Park.
- Installed benches at Seerley and Washington Park.
- Storm clean-up around town.
- Slit seeded University Ave.
- Trimmed weeds on concrete medians.
- Poured pad at El Dorado Park for bike repair station.
- Re-graded and seeded along sidewalk at El Dorado Park.
- Stump grinding and clean-up.
- Repaired cracks at pickle ball court.
- Delivered 8 tables to Prairie Lakes.
- Delivered parking lot sign to C&C welding to be painted.
- Poured concrete at 4th/State for garbage can.
- Assisted with Lone Tree Rd. tree planting project.
- Fixed door stop at Beach House.
- Picked up irrigation hoses at Place to Play Park.
- Picked up irrigation hoses at Public Safety.
- Installed 2 benches at Island Park and entrance to compost facility.
- Removed tables from shelter at Pfeiffer Park.
- Picked up repaired benches from Stokes Welding.

ARBORIST

- Ash tree removals. (21 total)
- Other tree removals. (13 total)
- Picking up down limbs around town from storm damage.
- Trimmed trees in ROW. (23)
- Stump grinding and cleanup.

CEMETERY STAFF

- Performed regular grave openings/closings and assistance with funerals.
- Picked up down limbs and sticks.
- Routine mowing and trimming
- Cleaned and organized shops and equipment.

DEPARTMENT OF PUBLIC WORKS CEMETERY SECTION MONTHLY REPORT

FOR THE MONTH OF:	September	Year_		2019
Interments:	Greenwood Fairview Hillside	-		1 3 1
Disinterment: Spaces Sold:	Greenwood Fairview Hillside	-		1
Services:	Cremations Saturday Less than 8 hrs. notice After 3:00p.m.	-		1
Receipts: Prepetual Care	Greenwood Fairview Hillside	-	\$	160.00
	Burial Permits Lot Sales Marker permits Deed Transfers	- - -	\$ \$ \$	2,275.00 1,280.00 65.00 60.00
Total Receipts:		=	\$	4,000.00

DEPARTMENT OF PUBLIC WORKS OPERATIONS & MAINTENANCE DIVISION REFUSE SECTION MONTHLY REPORT FOR SEPTEMBER 2019

RESIDENTIAL SOLID WASTE COLLECTION

The automated units collected a total of 595.94 tons of solid waste during the month of September. The 120 loads required 331.50 man-hours to complete, equating to 1.80 tons per man-hour. The automated units used 1,243.71 gallons of low sulfur diesel fuel during the month.

PARKS GARBAGE ROUTE

The automated park garbage truck collected a total of 3.07 tons of solid waste during the month. The 9 loads required 72.00 man-hours to complete, equating to 0.04 tons per man-hour. The automated unit used 68.43 gallons of low sulfur diesel fuel during the month.

CONTAINER ROUTE

The container route crew collected Twenty (20) loads of refuse for the month. The containers totaled 39.10 tons and required 112.00 man-hours to complete. This operation yielded 0.35 tons per manhour. The semi-automated collection totaled 14.00 tons and required 44.00 man-hours to complete. This operation yielded 0.32 tons per man-hour.

The total number of September container dumps was 752. Seventeen percent (17.15%) or 129 of these dumps, were for non-revenue bearing accounts.

The container route truck used 216.19 gallons of low sulfur diesel fuel during the month.

LARGE ITEM COLLECTION

Refuse personnel made 110 large item stops during the month and collected 9.52 tons. This required 41.00 man-hours to complete and equates to 0.23 tons per man-hour. Thirty-six (36) Appliances and Fifteen (15) Televisions were collected this month.

RESIDENTIAL YARD WASTE COLLECTION

Refuse crews collected 80.66 tons of yard waste curbside this month. The 27 loads required 83.00 man-hours to complete, equating to 1.01 tons per man-hour.

There are currently 7,876 yard waste accounts throughout the city.

2,140 yard waste carts were picked up this month.

The Automated yard waste collection trucks used 257.54 gallons of low sulfur diesel fuel during the month.

TRANSFER STATION SOLID WASTE

The Transfer Station's trucks hauled 72 loads of solid waste to the Black Hawk County Landfill totaling 1,011.51 tons.

The Transfer Station accepted 349.88 tons of commercial and residential solid waste this month.

263 appliances, 165 tires, 111 television sets, and 66 computer monitors were received at the Transfer Station for the month.

Eleven (11) Bag Tags were purchased this month.

The Transfer Station's trucks used a total of 617.97 gallons of low sulfur diesel fuel during the month.

TRANSFER STATION YARD WASTE

The Transfer Station's did not haul any loads of yard waste to the Black Hawk County Landfill. All loads were taken to the Compost Facility.

The Transfer Station accepted 2.99 tons of commercial and residential yard waste this month.

Refuse crews hauled 67.34 tons of yard waste to the Compost Facility this month.

RECYCLING CENTER (Drop off site located at 1524 State Street)

The recycling center received the following approximate quantities during the month of **September**:

Tin (Baled)	3.07 tons
Plastic (non-baled)	0.00 tons
Plastic (Baled)	14.46 tons
Cardboard (non-baled)	0.00 tons
Cardboard (Baled)	52.33 tons
Newspaper/Magazines (non-baled)	0.00 tons
Newspaper/Magazines (Baled)	26.68 tons
Phone Books	
Books/Flyers	
Office Paper	4.30 tons
Plastic Bags	0.80 tons
Styrofoam	0.00 tons
Other Items Recycled for the month	
Appliances	25.07 tons
E-Waste	2.52 tons
Glass	47.80 tons
Scrap Metal	25.58 tons
Shingles	9.02 tons
Tires	1.26 tons

Revenue generated by the Recycling Center for September was \$448.95.

UNI RECYCLING SUBSTATION

The UNI Recycling Substation received the following quantities of recyclables for the month of September.

Plastics #1-7	2.36 tons
Cardboard	7.99 tons
Newspaper	4.76 tons
Tin	0.97 tons
Glass	0.00 tons
Plastic Bags	0.59 tons
Office Paper	1.18 tons
Styrofoam	0.28 tons
Total	18.13 tons

FAREWAY RECYCLING SUBSTATION

The Fareway Recycling Substation received the following quantities of recyclables for the month of September.

Plastic #1-7	5.79 tons
Cardboard	13.79 tons
Newspaper	8.10 tons
Tin	0.59 tons
Glass	2.49 tons
Total	30.76 tons

GREENHILL VILLAGE RECYCLING SUBSTATION

The Greenhill Village Recycling Substation received the following quantities of recyclables for the month of September.

Plastic #1-7:	2.92 tons
Cardboard	15.64 tons
Newspaper	3.86 tons
Office Paper	0.70 tons
Plastic Bags	0.15 tons
Tin	0.41 tons
Glass	2.00 tons
Styrofoam	0.51 tons
Total	26.19 tons

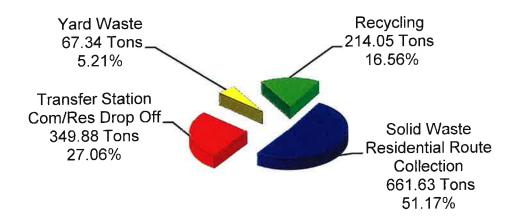
MONTHLY TOTALS

Municipal Solid Waste figures for the City of Cedar Falls:

The total waste collected by the City of Cedar Falls and hauled to the Black Hawk County Landfill, and to City Carton including Solid Waste, Yard Waste, and Recycling was 1,292.90 tons. The following pie chart is a representation of the Municipal Solid Waste figures for the month of September 2019 for the City of Cedar Falls.

September 2019

Total MSW Collected - 1,292.90 Tons



MISCELLANEOUS TASKS

Refuse and yard waste carts were exchanged and repaired as needed.

Equipment was cleaned on a weekly basis.

175

DEPARTMENT OF PUBLIC WORKS PUBLIC WORKS / PARKS DIVISION STREET SECTION MONTHLY REPORT FOR SEPTEMBER

COMPOST FACILITY

- The seasonal compost facility was monitored on a daily basis ID's were checked.
- Unacceptable & undesirable materials dropped off by residents were removed whenever encountered.
- Hauled woodchips to the farmer on Union Rd using the CFU truck.

OUTSIDE SECTION ASSISTANCE

- Provided assistance in the fleet maintenance facility.
- Assisted with solid waste and yard waste collection.
- Assisted with E.A.B. removal.
- Assisted trenching new electrical conduits with traffic operations at Peter Melendy Park.

CEDAR RIVER

- The river level was monitored and normal operational procedures for the dam gates were followed during fluctuating water levels.
- Installed rip rap along Riverside Trail where it had washed out from high water for bank stabilization.
- Installed invisible flood walls for test fitting.

STREET & ALLEY MAINTENANCE

- Streets were swept on a routine basis throughout the month.
- Potholes were filled with asphalt hot mix or with the Dura-Patch spray patch machine.
- Alleys & road shoulders were graded as needed during the month.
- Shoulders were mowed as needed during the month.
- Made permanent street repairs at locations where Cedar Falls Utilities had made temporary street & sidewalk patches.
- Started annual grind and patch operations.

SANITARY & STORM SEWER MAINTENANCE

- Cleaned catch basin lids of debris.
- Replaced failed sanitary and storm sewer box-outs at various locations.
- Replaced failed sanitary and storm sewer castings at various locations.

MISCELLANEOUS TASKS

- Started to clean the North Cedar Q-net from Jaclyn St. to Cameo St.
- Cleaned up trees and branches in the right of way following a severe storm on Sept. 9th
- Replaced damaged sidewalk panels and curb at the Visitor Center.
- Cleaned truck storage for multiple events.

SPECIAL EVENTS:

Traffic control materials were placed & retrieved for the following events

- College Hill farmers market.
- Timber Dr. block party.
- Artapalooza.
- Green Creek Rd and Rownd St. block party.
- West 25th St. block party.
- West 2nd St. Scott Sterrett Half Marathon.
- Pfeiffer Park Pagan Fest.
- 1900 Block of Brookside Dr. block party.
- Parking Lot G Octoberfest, Pear Fair.

PUBLIC WORKS DEPARTMENT OPERATIONS AND MAINTENANCE DIVISION TRAFFIC OPERATIONS SECTION MONTHLY REPORT FOR SEPTEMBER 2019

- 134 traffic control signs were repaired.
- Made 7 labels for vehicle maintenance.
- Fabricated 7 signs for various applications.
- Traffic operations completed 19 One Call utility locates.
- Completed 32 minor repairs or upgrades to different signalized intersections.
- Traffic personnel assisted building maintenance with 10 minor projects.
- Assisted the IT department with trouble shooting College St. security cameras.
- Delivered building supplies and completed recycling task at city facilities.
- Traffic Operations responded to 3 signal in flash calls, 2 of which were after normal working hours. Repairs were made and returned to normal operation.
- Programed a new signal controller for the Viking Rd and Hwy 58 interchange.
- Programmed signal coordination plans provided by AECOM into the controllers of the Viking Corridor. These plans will be implemented when construction is complete on Viking and 58.
- Traffic operations installed 4 solar powered red flasher units along Union Road.
- Traffic Operations began checking pedestrian signal timings to ensure they are ADA compliant. This month 6 intersections were checked, changes were made on 2 of them. Also part of this process is testing all pedestrian push buttons. 5 deficiencies have been found and repaired.
- Installed a new electrical conduit at Pete Melendy Park to re-feed the sculpture lights.

DEPARTMENT OF PUBLIC WORKS OPERATIONS & MAINTENANCE DIVISION FLEET MAINTENANCE SECTION MONTHLY REPORT FOR SEPTEMBER 2019

The Fleet Maintenance Section processed 135 work orders during the month of September 4 of them were either sent out or done by staff from other sections.

- 1,140 transactions were recorded through the City's fuel dispensing sites. The Usage was as follows:
- 6,730.088 Gallons of Ethanol
- 7.147.271 Gallons of low sulfur diesel fuel

The total amount of fuel pumped for the month of September was 13,877.359 Gallons.

Routine service and repairs were conducted throughout the month on the City's fleet. Following is a list of significant repairs performed on equipment.

Street Section

- 2044: Replaced lower auger and installed new chain and sprockets on augers.
- 231: Replaced hazard light switch.
- 232: Replaced rear hoist lifting cable.
- 237: Replaced power feed wire to ignition switch.
- 245: Replaced axle u-joints, thermostat, coolant tube and air dryer.
- 246: Replaced ground wire to the 5100 hydraulic controller.
- 261: Rear box pivot was rebuilt at C&C welding.
- 280: Replaced fuel tank level gauge.
- 287: Replaced pins and bushings on lower dog bone on bucket lift.
- 288: New fuel injection pump and #4 injector replaced.
- 297: Replaced belt tensioner on drive engine.

Refuse Section

- 321: Repaired swap loader hydraulic bypass assembly.
- 334: Replaced leaking brake line on rear axle.
- 340: Replaced front brake shoes and drums.
- 341: Repaired damaged bearings on gripper arms and slide.
- 342: Replaced fuel injectors.
- 346: Replaced rear brake shoes and drums.
- 353: Replaced rear brake drums and shoes.

Water Reclamation

490 Replaced rear air cylinder on discharge valve.

Parks/Cemetery/Rec Section

- 2110: Replaced headlight switch.
- 2115: Replaced rear window on topper.
- 2120: Replaced water pump.
- 2120M: Replaced mower deck gearbox seal.
- 2129: Checked charging system and checked battery.
- 2142: Alignment completed at Byer Motorsports.
- 2169: Installed a metal protector on the grapple rotate hydraulic lines.
- 2186: Replaced Transmission Control Module.
- 2196: Replaced cutting knives and cutter bar.
- 2199: Fabricated v blade articulation to follow contour of plowing surface.
- 2303: New truck setup.
- 2330: Replaced rear box with a used rust free box.

Fire Division

FD561: Replaced speaker bracket and installed battery tender.

Police Division

- PD03: Replaced spotlight.
- PD13. Replaced damaged tire and reverse light.
- PD15: Replaced all tires and battery.
- PD16: Replaced battery.
- PD17: Replaced spark plugs, bank 2 catalytic converter and left rear bearing.

Community Development

- 2601: Replaced front the rear brakes.
- AD05: Replaced windshield.

PUBLIC WORKS DEPARTMENT OPERATIONS AND MAINTENANCE DIVISION PUBLIC BUILDINGS MONTHLY REPORT FOR SEPTEMBER 2019

AQUATIC CENTER

CITY HALL

- Completed cleaning inspections of facility.
- Completed pest control services.
- Completed recycling services.
- Replaced dirty HVAC filters.
- Tested emergency generator.
- Tested elevator fire operation.
- Replaced bad light ballasts.
- Replaced bad light bulbs.
- Adjusted thermostat settings as needed.
- Delivered janitorial supplies.
- Worked with contractor to wire electronic locks for front doors and install door controller.
- Repaired water line in lower level.

COMMUNITY CENTER

- Completed cleaning inspections of facility.
- Completed pest control services.
- Replaced dirty HVAC filters.
- Replaced bad light bulbs and ballasts.
- Delivered janitorial supplies.
- Repairs were made to exterior wing wall.

HEARST CENTER

- Completed cleaning inspections of facility.
- Completed recycling services.
- Replaced dirty HVAC filters.
- Replaced bad light bulbs and ballasts.
- Delivered janitorial supplies.
- Door operator was wired by contractor.

LIBRARY

- Completed cleaning inspections of facility.
- Completed recycling services.
- Completed pest control services.
- Tested elevator fire operation.
- Reviewed building automation systems to verify proper operation of systems.
- Replaced light bulbs.
- · Replaced light ballasts.
- Replaced dirty HVAC filters.
- Completed fire inspection.
- Repaired door closer.
- Cleaned evaporator pan on ERV unit and modified drain to operate better.
- Installed sleeves for signage in front of parking lot.
- Hung decorative clouds in children's area.
- Contractor completed PM's on control system and fixed some glitches in the system.

PUBLIC SAFETY

- Completed cleaning inspections of facility.
- Completed recycling services.
- Completed pest control services.
- Tested elevator fire operation.
- Reviewed building automation systems to verify proper operation of systems.
- Moved bins of files from Bluff to 4600 for shredding.
- Troubleshot PA system to lower volume on speakers.
- Moved bins full of shred material from 1500 Bluff to 4600 Main.
- Removed shelving in sally port for painting and reinstalled shelves.
- Installed tornado signage
- Repaired damaged wall.
- Mounted permit holder in elevator.
- Treated drains for odor control.
- Worked with contractors to get gate and gate controller/card reader operational.

PUBLIC WORKS

- Completed cleaning inspections of facility.
- Completed recycling services.
- Repaired drinking fountain.
- Repaired urinal.
- Completed pest control services.
- Tested emergency generator.
- Replaced dirty HVAC filters.
- Reviewed building automation systems to verify proper operation of systems.
- Replaced bad light bulbs.
- Replaced bad light ballasts.
- Delivered janitorial supplies.
- Cleaned restrooms at 1500 Bluff and restocked supplies.
- Troubleshot east entrance electronic lock and repaired.

RECREATION CENTER

- Completed cleaning inspections of facility.
- Completed recycling services.
- Completed pest control services.
- Delivered janitorial supplies.
- Reviewed building automation systems to verify proper operation of systems and schedules.
- Replaced bad light bulbs and ballasts.
- Installed two new LED lights in hallway.
- Troubleshot gym lighting and replaced relay.
- Troubleshot cooling in men's locker room. Determined unit is in need of replacement and waiting on estimate.

VISITORS CENTER

- Completed cleaning inspection of facility.
- Completed pest control services.
- Completed recycling services.
- Replaced bad light bulbs.
- Delivered janitorial supplies.
- Replaced seal on kitchen faucet.

<u>DEPARTMENT OF PUBLIC WORKS</u> WATER RECLAMATION / SEWER DIVISION MONTHLY REPORT - SEPTEMBER 2019

PLANT OPERATIONS

Plant performance was very good this month. Required periodic bacteriological testing to determine effectiveness of the disinfection system was completed in September. Test results confirmed it is operating as designed.

PROJECTS

Work on rehabilitating manholes was completed in September. Twelve manholes were sealed with a liner on the interior to stabilize the structure and help prevent infiltration of clean groundwater in to the system. Most of the manholes were along the SW branch of Dry Run Creek where some of the largest volumes of infiltration occur.

Another outside contractor completed the process of root killing in mains that have infiltration of roots that can lead to blockages and basement back-ups. Approximately 15,000 feet of line was treated to help prevent back-ups and premature failure of the sewer main.

BIOSOLIDS

We were able to process 383,000 gallons of material, 126,000 of which was hauled out in liquid form and the remainder treated through our belt filter presses.

A total of 3.6 tons of sand and grit were hauled out of the plant to the landfill in September.

SEWER CALLS AND SERVICE

We received 533 sewer locate requests from the lowa One Call system, 111 of which were pertinent and required markings by our field staff.

There was just one sanitary sewer call received in September with no issue in the City's main. There was just one lift station after-hours trouble call as well.

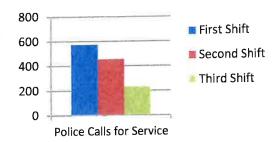
We were able to hydro-clean a total of 27,300 feet (5.2 miles) of sanitary sewer lines this month. Our annual total is at just 20.4 miles of the goal of at least 40 miles cleaned.

Closed circuit television inspections of sanitary and storm sewer lines were conducted totaling just 1,700 feet (0.3 miles).

DEPARTMENT OF PUBLIC SAFETY MONTHLY REPORT **SEPTEMBER 2019**

CEDAR FALLS POLICE

140 79 19 33	
	140 70



FIRST SHIFT - Captain Jeff Sitzmann

- First Shift Officers assisted Third Shift with staffing during the month of September. There were numerous incidents which caused the need for extra staffing around bar close time. First Shift Officers assisted with this staffing during their off hours.
- First Shift Officers continue to Field Train the Recruit Officers. Public Safety Officers Abbott and Baltes were assigned to First Shift during the month.
- During the month, Officers monitored the Farmer's Market for Parking Violations and we also opened City Hall, so the public restroom could be used.
- Early in the month, First Shift Officers partnered with the Iowa State Patrol on a Traffic Enforcement project. No formal check point was done, but Officers conducted numerous Traffic Stops for the project.
- First Shift Officers assisted with the planning and organizing for the 1st Annual Scott Sterrett Memorial Half-Marathon. Officers were present at the start of the race and on the route on September 7th. Scott was a former Cedar Falls Police Reserve Officer.
- During the month, Officers handled numerous cases of Credit Card and Check Fraud. In most of the cases, an unauthorized person used a credit card or stole checks and wrote them for cash. Arrests have been made and further follow-up is being conducted.
- Officers took a report of a Stolen Van. The van was recovered the following day in Waterloo. One subject was charged with Operating a Vehicle without Owner's Consent.
- Officers conducted follow-up investigation on a Criminal Mischief case in which a suspect threw his exgirlfriend's phone through a window at a Cedar Falls restaurant. The suspect was in Jail on a 1st Degree Arson charge and Officers charged him with Criminal Mischief, as well.
- On September 11th, all First Shift Officers and Fire personnel from Station 2 attended a flag raising ceremony at St. Patrick Catholic School. We closed down the 600 block of Washington Street and members of the Am Vets officiated the ceremony. Every student came and thanked all Police and Fire personnel for their service.
- Third Shift Officers responded to a report of two juveniles walking in a ditch in Western Cedar Falls. The juveniles were not located until the following morning in Grundy County. It turned out they were both runaways and they were returned to their parents.
- Officers investigated a Fraud in which a subject deposited checks via the ATM and later withdrew money from her account. It was later discovered that the checks belonged to a recently deceased woman and were dated after the victim's death. The case is still under investigation.
- One subject was charged with Reckless Use of a Firearm after he reportedly shot a neighbor's cat with a 12 gauge shotgun. Officers are working with the Black Hawk County Attorney's Office on this case.
- A subject was arrested for Theft 3rd after trying to steal some shoes from a store. He was found at a hotel across the street and had given himself a very fast head shave to hide his identity.
- Officers took a report of Fraud at an area bank. The following day, the same suspects were at the bank and Officers were able to locate them fleeing the bank in a vehicle. Two subjects were charged with 3rd Degree Theft as a result of the incident. One subject also had Outstanding Arrest Warrants.

SECOND SHIFT - Captain Jeff Harrenstein

- Officers took a report of a Stolen Motorcycle from the 1000 block of State Street.
- Officers received a report of a Vehicle Driving Erratically and hitting traffic cones near Highway 58 and Viking Road. Officers located the vehicle at a residence on West Ridgeway Avenue and located the

driver. The driver was observed to be very intoxicated and was placed under arrest for Operating \ Intoxicated.

ITEM 11.

- Officers responded to a residence on West 9th Street for an Assault in progress. It was determined that
 the fight was between a husband and wife and that the wife had sustained injuries from the Assault. The
 male half was arrested and charged with Assault Causing Injury, Domestic Abuse.
- Officers responded to a residence on West Ridgeway Avenue for a Suicidal Subject threatening to shoot himself. Officers were able to make contact with the subject, who had recently had his firearms taken away. The subject was transported to the hospital for a mental evaluation.
- Officers responded to Walmart and to Hy-Vee for Theft reports. In each incident, an adult female was arrested. One was charged with Theft 5th and the other with Theft 4th.
- Officers responded to the 1600 block of Linda Drive on the report of an Assault. A male and female were brought to the Police Department for statements and photos. Officers are investigating the incident as a Domestic Abuse Assault and the investigation continues.
- Officers responded to a possible Dead Body at a residence on Orchard Drive and found an adult male deceased. He had been under doctors' care and the Medical Examiner came to the scene.
- Officer took a report of a Stolen Laptop Computer from their residence by someone that they knew. Incident is under investigation.
- Officers responded to numerous calls of signs, wires and trees down during the severe storm that hit the metro area.
- Officers responded to a report of a subject down for an unknown reason at Cedar Falls Vet Center. He was assisted and taken for medical evaluation.
- Officer took a report of a Stolen Vehicle at a residence on Waterloo Road B-1. A report was initiated and the vehicle information was entered into National Crime Information Center.
- Officer took a report of Theft of money from a business on West 1st Street.
- Officer took a report of a Gas Drive Off at a business on Whitetail Drive in the amount of \$30.
- Officers responded to a Fight in progress call at the Panther Lounge. It was reported that a male had Assaulted several females but no one wished to press charges. Officers arrested the male for Disorderly Conduct and Public Intoxication.
- Officer responded to a Welfare Check on a subject near the Days Inn which led to him voluntarily going to the hospital for evaluation.
- Officers responded to Scheels for a Shoplifter. One subject was taken into custody and charged with Theft 5th Degree.
- Officers received a report of a Sexual Assault. Investigation continues.
- Officers assisted at a residence on West 8th Street with an animal bite. It was determined that a child was bitten on the head by the family dog. The child was taken to the hospital by his mother.
- Officers responded to an area along East Dunkerton Road for a Weapons Violation. It was determined
 that a subject was dove hunting on land he had permission to be on. The subject was advised of hunting
 rules within the City limits.
- Officers arrested a male subject and charged him with nine counts of Assault and Harassment. The case stems from a call received a number of months ago when a juvenile pointed a toy gun at a group of subjects and threatened to shoot them. The subject recently turned 18-years old and was charged as an adult.
- Officers located a juvenile subject at a residence on Maple Street who was wanted on a Nationwide Pick-Up Order for Escape from Custody. The subject was arrested and transported to the Juvenile Detention Center.
- Officers responded to a residence on Rosewood Drive for a Welfare Check. Officer found the resident inside the house and that he appeared to be unresponsive. Officers forced entry and located the resident deceased. Officers were assisted by Sartori Paramedics and the Medical Examiner.
- Officers took a report of a Sexual Assault involving a 15-year old female. Investigation continues.
- All Second Shift Officers held over and assisted with an Enforcement Project in the College Hill and Downtown areas. Officers from Second Shift arrested a subject involved in a Fight on 25th and Olive Streets that resulted in one Officer receiving an injury to her knee, which required immediate medical assistance. Second Shift Officers charged with suspect with Interference Causing Injury (Aggravated Misdemeanor), Public Intoxication, Interference (Simple Misdemeanor) Possession of a Fictitious Driver's License and Disorderly Conduct.

Officers were dispatched to the report of an Employee Theft from Walmart. Upon arrival, Officers le
that a 16-year old female had been taking money from the cash register when she was checking
customers out. She was charged with Theft 4th.

ITEM 11.

- Officers were dispatched to the report of a Theft at Walmart. Officers located a female subject and she
 was charged with Theft 5th.
- Officers were dispatched to the report of a Shoplifter at Scheels. Upon arrival, Officers located a male juvenile, who would not give proper identification. A short time later they learned that his friend was paging him at the front of the business. Officers made contact with that subject, as well, and both were transported to the Police Department. The second person was also Giving False Identification. Officers learned that the juvenile had a Pick-Up Order out of Fayette County and the adult had Warrants in Black Hawk County. The juvenile was taken to the Detention Center, as well as, charged with the False Information and Theft. The adult was arrested on the Warrants and he was charged with Giving False Identification, as well.
- Officers were called to Walmart for a Theft. When Officers arrived on scene the female began having a
 panic attack and was transported to the hospital. She will be arrested for Theft 3rd at a later date.
- Officers were dispatched to Five Seasons Mobile Home Park regarding an out of control subject who had set a trailer on fire. The fire was minor and put out before Officers arrived on scene. Officers learned that the subject has mental health issues and that he left the area before Officers arrived on scene. Officers are doing follow-up regarding potential Arson charges.

THIRD SHIFT - Captain Mark Howard

- Officers dispatched to an Intoxicated Male at Voodoo Lounge. When Officers arrived they were advised the male left the bar when he learned Officers were called. Officers checked the area and were unable to locate.
- Officers were called to a report of subjects knocking on the Reporting Party's door. Officers checked the area and were unable to locate anyone.
- Officers called to Lincoln Street for a report of a Domestic Assault. Officers made contact with the Reporting Party, who wanted to report that he Assaulted his fiancé and strangled her. He was placed under arrest and charged with Assault Domestic Abuse / Strangulation. He was later transported to Jail.
- Officers called to a large house party at a residence on Brookside Drive. Officers found people in the front and back yards. The party was shut down and everyone was Advised to leave.
- Officers were called to a report of a Vandalism that had just occurred in the area of Oxford Lane.
 The Reporting Party had her basement window broken out with a canned good and a baseball.
 There was no suspect information.
- Officers were called to a Vandalism that had just occurred in the 700 block of Seerley Boulevard. It was reported that canned goods were thrown at the side of the apartment and the kitchen window was broken as a result. While Officers were in route, there was a report that came in of Shots Fired at the same location. Investigation at the scene found that a resident of the apartment vandalized fired a shot gun and a revolver out the window where the can had been thrown. It would also be learned that the resident would open the back door and fire more shots outside of the residence. The resident was arrested for Reckless Use of a Firearm. A report was completed on the Vandalism.
- Officers were called to a Shots Fired report, as well as, a second call in for fireworks in the area of High Acres Mobile Home Park. Officers checked the area and learned that it was fireworks, and not shots fired. Officers checked several side streets and heard someone setting off fireworks in the area. Officers were unable to locate anyone.
- Officers were called to the area of Grove Street for a male and female that entered the Reporting Party's fenced in backyard. When the two were approached by the Reporting Party, the couple claimed to be looking for their daughter and then left the area. Officers were unable to locate the two suspects.
- Officers were called to a Male / Female Verbal Argument in the 800 block of West 23rd Street. The couple had left the area by the time Officers arrived.
- A subject came to the front counter of the Public Safety Building to turn himself in on a Theft charge.
 Officers completed the paperwork and transported him to the Black County Jail.

 Officers conducted a Traffic Stop in the area of 12th and Clay Streets. Further investigation le Operating While Intoxicated arrest.

ITEM 11.

- Officers were called to Alarms at Texas Roadhouse. Alarm sheets were filled out, and a key holder could not be reached.
- Officers were called to the front counter for a male that wanted to report his daughter heard that a
 juvenile male was claiming he was going to school with a gun in his backpack. All of the necessary
 information was gathered and the information was relayed to the School Resource Officer.
- Officers assisted Second Shift with a Disorderly at Five Seasons Trailer Park with an Assault call.
 Officers from Third Shift assisted in looking for a suspect that fled the area on foot.
- Officers were called to a 911 Call in which the female on the phone said her "ex" was in her house and she was locked in the bathroom. Officers on scene learned that the female had just made the male her "ex" and she wanted him to leave, but was afraid to tell him. The male was Advised.
- Officers were called to a Fight in progress at 20th and Olive Streets. Officers learned that three subjects were walking home from the bars when an unknown male began shouting at one of the subjects. The unknown male ran up and tackled on of the three subjects and engaged in a Fight. During the Fight, one of the three had been injured. The unknown male was arrested for Intoxication and Assault.
- Officers were called to a possible Court Order Violation. Officers made contact at a residence and found the offender and the protected person staying together. Both parties were arrested.
- Officers assisted Waterloo Police Department in checking a couple different locations for a possible LMV. The vehicle was not located.
- Officers took a 16-year old into custody from Little Big's. The 16-year old had gotten into Little Big's
 and was observed taking a shot at the bar. The subject was cited and his parents were notified.
- Officers were flagged down in the back lot of Mohair Pear for a male that wanted to report an Assault. The victim denied medical treatment and did not want to make a case at this time.
- Officers were called to the 1800 block of College Street on the report of a group of unknown subjects that showed up to a house party and refused to leave. The party was shut down.
- Officers were called to the area of the front of Sharky's Fun House for three males that were yelling at one another. The bar stated they had them separated, but they were starting back at each other.
 When Officers arrived, the males had left the area of the bar and there was no description given.
- Officers were called to the newly opened Hampton Inn on the report of a male that had Assaulted a
 female. Officers investigated the incident and made arrangements to have the two subjects
 separated for the night.
- Officers on Foot Patrol in the College Hill area came upon a female that was hitting another female while pulling her hair. Officers investigated the incident and witnesses stated that the suspect began yelling at the victim, and then came up and Assaulted her. The suspect was arrested.
- Officers were called to a Suspicious Vehicle in the 300 block of West 8th Street. Officers made contact and found two juvenile males and two juvenile females in the area and in the car. The females were driven there by a friend, and the friend was not back at the car. Contact was made with the juvenile female's parents from another town. Contact was also made with the juvenile male's parents that lived in the area. All juveniles were turned over to guardians.
- Officers were called to an early morning Single Vehicle Traffic Accident. An investigation was made at the scene and the vehicle was towed.
- Officers called to a Motor Vehicle Accident where the driver hit two cows in the area of University Avenue and Union Road. Upon arrival, Officers found two cows lying in the middle of University Avenue. One cow as already deceased and the other one attempted to get up and was put down.
- Officers were called to the area of Green Creek Road on the report of subjects by a house with flashlights. While Officers were in route, the Reporting Party found out that it was the homeowners and that everything was OK.
- Officers were called to a report of a Stolen Van. Officers made contact with the Reporting Party and a case was made. The van was entered into National Crime Information Center as stolen.
- Officers were called to an audible Alarm at Murphy USA on Brandilynn Boulevard. Contact was made with a store owner and the exterior of the business checked OK.
- Officers were called to 3200 block of Scenic Drive for a Smoke Investigation. Officers arrived and learned that one of the kitchens in the apartment complex had a working Fire. Officers assisted value

60

Public Safety Officer duties and began assisting Cedar Falls Fire Rescue with extinguishing t and evacuating the apartment complex. Public Safety Officers were used in the Call Back to

ITEM 11.

- with the Fire.
 Officers were called to the area of Sturgis Drive for two Suspicious Juveniles. The Reporting Party noticed the juveniles contacting his child and spoke to the two. The Reporting Party learned that the two juveniles were claiming that they ran away from home. When the juveniles were confronted, they fled in a vehicle. The juveniles were gone when Officers arrived. Officers attempted to gain information on where the juveniles ran away from, but could not find parent information. Officers put out an Attempt to Locate and it would be learned that the juveniles would be found by Grundy County Sheriffs later in the day.
- Officers were called to a Mental Subject at the Days Inn. Officers made contact with the female, and were also able to make contact with a family member. The female did not present a danger to herself or others. The female was Advised to stay in her room, and the family was making arrangements to be in contact with the female.
- Officers went out with three Suspicious Males in the 800 block of Olive Street. Officers spoke with the subjects and they checked OK. The subjects were sent on their way.
- Officers were called to a residence on West Ridgeway Avenue on the report of an Intoxicated Female that took off with the Reporting Party's vehicle. While Officers were in route, they learned that the Intoxicated Female was having a minor drive the vehicle away. When Officers arrived on scene, the minor was pulling away after striking a vehicle in an attempt to flee. Officers were able to catch-up to the vehicle and make contact. The minor female had also been drinking and was taken into custody for Operating While Intoxicated processing. The incident investigation continues.
- Officers were called to a male that called the Reporting Party making suicidal comments. Dispatch
 was able to locate an area where the male was calling. Officers found the male and he was
 transported to the hospital by paramedics.
- Officers were called to assist the Western Home in regards to a 90-year old male that left the Windhaven Building. The male suffered from Alzheimer's and had a walker. Officers began checking the property on foot and found the male had fallen off of the walking path and was in a small ditch. Officers assisted in getting the male back to the building to be checked by paramedics.
- Officers were called to a report of a female banging on the doors and windows of a residence in the 3100 block of Cadillac Drive. The female was yelling and creating a disturbance. Officers made contact with the female and the Reporting Party and learned that it was a relationship issue. The female was advised not to be at the residence and sent on her way
- Officers were called to the area of Orchard Drive for a female that was banging on doors and crying in the area. Officers searched for the female and found her, highly intoxicated, in front of a house. The female stated she was in a verbal fight with her boyfriend and she was upset. The female was arrested.
- Officers found a subject passed out under the drive through window of the US Bank on Washington Street. Officers were able to wake the male up and he didn't know where he was. The male was arrested for Intoxication.
- Officers were called to an auto accident with injuries in the 1500 block of Washington Street. When Officers arrived, they found a truck that had crashed into a tree. Further investigation found that the truck had first hit a legally parked car (which was pushed into two other cars that were damaged). The male was transported to Sartori Hospital for minor injuries and he was later charged and arrested for Operating While Intoxicated. In all, there were four vehicles and a tree that sustained damage.
- While on Foot Patrol on College Hill one of the teams was approached by a group of females that said there was an intoxicated male on the dancefloor of Sharky's Fun House that was continually grabbing them inappropriately. The females wanted to make Officers aware. Officers made contact with the male and he was arrested for Intoxication.
- Officers were called to a residence on Lincoln Street for a subject who stabbed himself. The subject was transported to Allen Hospital by ambulance.
- Officers were called to a residence on Hiawatha Road for a Disorderly between a husband and wife. There was no Assault and the parties were separated for the night.

Officers dispatched to a Motor Vehicle Accident involving a pedestrian. The pedestrice extremely intoxicated and ran out in front of a moving vehicle. He was transported to Allen in Waterloo. Investigation into the Accident continues.

ITEM 11.

- Officers called to the 700 block of Maplewood Drive for a report of a female throwing a shopping cart across the back of the Hy-Vee lot. They had left the area prior to Officer's arrival.
- Officers called to an Intoxicated Subject near Bani's throwing his shoes at a vehicle. Officers made contact with him. He was arrested and charged with Public Intoxication.
- Officer observed a Traffic Violation. The driver was arrested for Operating While Intoxicated.
- Officers on Foot Patrol encountered a subject causing a disturbance. He was arrested for Public Intoxication.
- Officers conducting Bar Checks found an extremely intoxicated subject needing Officer's attention.
 He was arrested for Public Intoxication.
- Officers on College Hill were conducting Bar Checks and came into contact with an intoxicated female that was unable to walk. She was arrested and charged with Public Intoxication.
- While writing a citation for Minor In Possession of Alcohol another subject stumbled into Officers. He was arrested for Public Intoxication.
- While Walking Bars and Foot Patrol on the Hill, Officers issued several citations for Minor In Possession of Alcohol and arrested five for Public Intoxication. Two Fictitious ID's were seized. Those subjects were charged with Possession of a Fictitious License.
- Officer observes a traffic offense and stopped the car. An investigation revealed there was an open alcohol container in the vehicle. The driver was charged with Driving While License Barred and Open Container.
- Officers called to a residence on lowa Street for a report of a Burglary in progress. It turned out to be an abusive husband that was locked out of the house. The victim was Assaulted by the male in Waterloo. The victim made a report with Waterloo. When the female returned home the male was there. He was taken in to custody for Waterloo Police Department and transported to the Jail.
- Officers were called to an apartment in the 1200 block of Maplewood Drive for a report of a Male / Female Disturbance. Both subjects reported it was just a verbal argument and agreed to sleep in separate rooms for the night.
- While on routine Foot Patrol, Officers spoke with an Informant. The Informant advised that they overheard persons on College Hill talking about threatening to do a shooting at bar closing time. Other Officers that were on Foot Patrol in the area of College Hill had a separate individual come up to them. The individual informed Officers that a subject told him he was going to get shot at. An investigation into the information is continuing.
- While on Patrol, Officers found a male unconscious in the 2100 block of College Street. The male was intoxicated and he had passed out. He was arrested for Intoxication.
- Officers were called to an address on Grand Boulevard on the report of a male pounding on their front door. The Reporting Party stated that the male was saying that someone was chasing them. The Reporting Party did not recognize the male. Contact was made, and the male was arrested for Intoxication.
- While on Patrol, Officers made contact with two subjects in an argument in the 1900 block of College Street. Officers intervened and both subjects were Advised and sent on separate ways.
- Foot Patrol Officers were told of a Fight inside of Sharky's Fun House. When Officers arrived, the Fight had broken up and individuals left the area.
- Officers were called to the Pump Haus Pub and Grill for male causing problems inside of the bar. The male left the area prior to Officer's arrival and they were unable to locate him.

INVESTIGATIVE UNIT - Captain Michael E. Hayes

- Investigators were called in to assist Third Shift Officers on the report of Shot Fired in the 700 block of Seerley Boulevard. The residents have had several Vandalisms over the past weeks. On this night, someone threw an item through the window. After this occurred one of the residents shot several shots from a shotgun and revolver from the residence and outside the residence. The male subject who shot the weapons was charged with Reckless Use of a Firearm Causing Property Damage, an Aggravated Misdemeanor.
- Investigator attended the Black Hawk County Area Investigator's meeting.

Captain Hayes attended the Family Children's Council Executive Board meeting.

ITEM 11. Arrest Warrants were issued for a juvenile and adult in a Fraud incident. The juvenile was told to us credit card that had been stolen by the adult. The Warrant issued for the juvenile was for the charge of Unauthorized Use of a Credit Card. The Warrant for the adult was for the charge of using a juvenile for an indictable offense.

Investigator was called in to assist Third Shift Officers on the recovery of a Stolen Vehicle. The suspect in the case was interviewed and released so further follow-up can be completed. The investigation

Captain Hayes attended the Family Children's Council H.R. meeting.

- Investigators assisted First Shift Officers in arresting a subject on an Arrest Warrant. The subject was Wanted by Waterloo Police for a Domestic Assault. The male was taken into custody and taken to the Black Hawk County Jail.
- Captain Hayes attended the College Hill Neighborhood Board meeting.
- Captain Hayes attended the Family Children's Council Board meeting.
- Investigator attended a 9/11 Ceremony at St. Patrick's School.
- Captain Hayes attended the quarterly security meeting with Police and banks reference Fraud / Theft incidents.
- Investigator applied for two Arrest Warrants reference a case involving a Stolen Truck. The suspects are being held in another jurisdiction at this time and will be arrested on the Warrants once that case is disposed of.
- Investigator applied for two arrests on two separate cases involving the suspect stealing packages from the front porches of residences. The suspect was identified by Officers after he was caught Stealing a package on a home surveillance system.
- Captain Hayes attended the Child Protection Center Board of Directors meeting.
- Investigator initiated a case involving the Invasion of Privacy of an Individual. The case is under investigation.
- Investigator initiated a Fraud case where a counterfeit check was involved. The case is under investigation.
- Investigator arrested a male for Invasion of Privacy, an Aggravated Misdemeanor. The suspect is accused of videotaping a female dressing and undressing in a house the two share. The suspect was taken to the County Jail and booked in on the charge.
- Investigator requested two Warrants be issued for a suspect in a Theft of a Motor Vehicle incident that was reported on 09/04/19. The Warrants are for Operating a Motor Vehicle without Owner's Consent, an Aggravated Misdemeanor and Theft in the 5th Degree for gasoline that was not paid for from a local convenience store.
- Investigators are conducting follow-up interviews for the County Attorney's Office for a Cedar Falls case that is going to Court next week.
- Captain Hayes met with the Hawkeye Community College Board of Trustees. This was a forum to focus on what the college could do better to improve their Criminal Justice / Police Science Program(s).

Case Information For Month:

- Cases Assigned: 12
- Cases Closed Inactive: 2
- Cases Closed Exceptional: 0
- Cases To County Attorney For Review: 1
- Cases Closed By Arrest/Warrant: 8

School Resource Officer:

- On 09-06-19, School Resource Officer Ferguson took a juvenile male into custody for Disorderly Conduct. He was found yelling at the Principal at Cedar Falls High School. He was also charged for Interference when an Officer tried to intervene.
- On 09-11-19, School Resource Officer Ferguson took two juveniles into custody for Disorderly Conduct after they were involved in an altercation at the High School.
- On 09-13-19, School Resource Officer Ferguson took a Criminal Mischief report from a student at the High School. She parked her car near the intersection of West 12th and Division Streets. When she returned to the vehicle someone had keyed (scratched) it.

On 09-17-19, School Resource Officer Ferguson began 'Safety City'. This is a program set up ITEM 11. Kindergarteners in Cedar Falls schools, including Saint Patrick's. The students learn about ho stay safe and meet Police Officers, Firefighters, Paramedics, Dispatchers, and Cedar Falls Utilities personnel. The schools that attended today's session were St. Patrick's, North Cedar, Aldrich, and Orchard Hill Elementary Schools.

On 09-18-19, School Resource Officer Ferguson continued 'Safety City' with Kindergartners from

Lincoln and Cedar Heights Elementary Schools attending.

On 09-18-19, School Resource Officer Ferguson was dispatched to Orchard Hill Elementary School on the report of an Out of Controlled student. The student was taken home for the day.

On 09-19-19, Kindergarten students from Southdale Elementary School attended 'Safety City'. With

the rain, the event was moved to the Public Works Building.

On 09-20-19, Kindergarten students from Hansen Elementary School attended 'Safety City'. Throughout the week a total of 417 students attended this year's 'Safety City' program. Public Safety Services would like to thank Target Distribution for their continued support again this year in making this program the success it is.

On 09-23-19, School Resource Officer Ferguson responded to a student who was having psychological problems. He talked with the student and the student was transported to an area hospital for observation.

On 09-23-19, School Resource Officer Ferguson gave a Talk to Street Smarts Driver's Education class on the importance of driving safely.

On 09-25-19, School Resource Officer Ferguson worked with school officials' reference this week's Cedar

Falls High School Homecoming game and weekend activities.

On 09-26-19, School Resource Officer Ferguson was called to Holmes Junior High School on the report of a Disorderly Conduct. He found that two students were involved in a physical altercation when getting off the bus. The investigation into the incident continues.

On 09-28-19, School Resource Officer Ferguson worked the Cedar Falls High School Homecoming dance.

On 09-30-19, School Resource Officer Ferguson took a Criminal Mischief report at the High School. A student reported that the outside mirror of their vehicle had been damaged.

On 09-30-19, School Resource Officer Ferguson took a report of Harassment from a student. The student stated that they are receiving unwanted texts from an individual.

On 09-20-19, School Resource Officer Ferguson gave a talk on 'Bullying' to a Fourth Grade class at North Cedar Elementary School.

CSI Calls Requested For Assistance:

On 9/3/19 Officer Belz assisted Third Shift Officers and Detectives with processing the scene of Vandalism on West Seerley Boulevard.

On 9/6/19 Officer Belz assisted Detectives with processing a recovered Stolen Vehicle taken from

College Street and located in Waterloo, IA.

On 9/12/19 Officer Belz assisted the University of Northern Iowa Police Department with processing a recovered Stolen Vehicle.

On 9/19/19 Officer Belz assisted Second Shift Officers at the scene of a Death on Rosewood Drive.

On 9/27/19 Officer Belz assisted First Shift Officers with processing a recovered Stolen Vehicle from Garden Avenue.

On 9/27/19 Officer Belz assisted First Shift Officers with processing a Residential Burglary on University Avenue.

On 9/27/19 Officer Belz assisted First Shift Officers with processing a Vandalism on Orchard Drive.

Crime Lab:

- Thirteen items of physical evidence were processed in the Crime Lab.
- Three items of evidence were taken to the State Crime Lab for processing.
- One fingerprint comparison examination was conducted in the Crime Lab.
- One footwear impression comparison examination was conducted in the Crime Lab.

Property Room

Nine items of property were released to their owners.

Evidence / Property:

- Evidence entered: 88
- Found property entered: 33

- Property held for safekeeping: 12

- Evidence tested for outside agencies: 4

CD's entered by Officers: 112Attorney video copies: 68

- Attorney requests (not video): 1

POLICE RESERVE UNIT - Lieutenant Brooke Heuer

- A number of Reserve Officers assisted with the 1st Annual Scott Sterrett Memorial Half-Marathon on September 7th. They did Traffic Control and helped lead the race. The event was very well attended.
- Reserve Officers staffed a static display for the Western Home Fall Carnival on September 5th.
- Reserve Officer Erickson continued to Field Train on Second and Third Shifts.
- Reserve Officer Kelley received his Weapons Certification from Iowa Law Enforcement Academy and began Field Training on Second and Third Shift during the month of September.
- Reserve Officer Kelley continued to work on his Module Testing for his Certification.
- Reserve Officers Hines and Spray attended Module F Training at Hawkeye Community College on September 14th.
- Reserve Officers Hines and Spray tested on Module A working toward their Certification.
- The Monthly Training and Meeting for Reserve Officers was held on September 10th at the Public Safety Building. Reserve Officers received Training on Radar and Light Detection And Ranging (LiDAR) from Public Safety Officer Adam Hancock. They also went over training on law updates and information from the Black Hawk County Attorney's Office that was presented during Career Officer In-Service.
- Reserve Officers worked during Second and Third Shift hours to assist Patrol during the month of September. They assisted with Calls for Service, Traffic Enforcement, Extra Attention to parks and other areas including College Hill and the Downtown area. They also assisted with transports of prisoners from the Police Department to the Black Hawk County Jail.
- During the month of September, the Reserve Unit logged a total of 208.75 hours of Ride Time and Training Time off-duty. The hours for each Reserve Officer of off-duty time are as follows:

NAME	HOURS
Aries	0
Bostwick	15
Buck	26
Burg	29
Cross	15.5
Erickson	17.75
Griffin	17.5
Hines	10.5
Jaeger	40.5
Kelley	16.5
Spray	20.5
TOTAL	208.75

POLICE TRAINING EVENTS - Lieutenant Marty Beckner

- National Crime Information Center (NCIC) Recertification Exams were taken for those close to their expiration dates.
- Public Safety Officers Abbott, Baltes, Bruggeman, Lenox and Putney continued their Phase 1 Field Training.
- Public Safety Officer Hoffa began Phase 3 of her Field Training Program on Third Shift.
- Public Safety Officer Schmidt continued classes at the Iowa Law Enforcement Academy Intermediate II Academy at Hawkeye College.
- Public Safety Officers Getz and Hoeft continued classes at the Iowa Law Enforcement Academy in Johnston, IA.

Public Safety Officers Gerzema and Schwan attended a High Threat Close Quarter Battle (CQB) S
in Waterloo, IA.

ITEM 11.

 September Police In-Service Training was held at the Public Safety Building. Topics covered were 'Dementia Live' Training by Home Care Assistance, 'Implicit Bias' Training by Drake University, 'Legal Updates' by Black Hawk County Attorney Brian Williams and 'Radar/ Light Detection And Ranging (LiDAR) updates' by Public Safety Officer Adam Hancock.

POLICE RECORDS - Lieutenant Marty Beckner

- Transmission of all TRACS based reports / forms to the State, Shield RMS, and into OptiView.
- Entered all Training attended into Officer Files.
- Placed received Training Certificates into Officer Training Files.
- Calculated Officer Reimbursements from Training and submitted to the Finance Department.
- Distributed monthly ammo.
- Prepared equipment issue for new incoming Officers.

POLICE STATISTICS:	September 2019	<u>Total 2019</u>	ITEM 11.
Group A Crimes		_	
Murder	0	0	
Kidnapping / Abduction	0	2	
Forcible Rape	3	8	
Forcible Sodomy	0	0	
Forcible Fondling	0	12	
Robbery	1	2	
Assault	9	148	
Arson	0	4	
Extortion / Blackmail	0	0	
Burglary / B&E	10	75	
Theft	45	341	
Theft / Motor Vehicle	8	20	
Counterfeit / Forgery	7	34	
Fraud	6	66	
Embezzlement	0	0	
	Ö	3	
Stolen Property	13	125	
Vandalism	14	132	
Drug Offenses		2	
Porn / Obscene Material	1	1	
Prostitution / Asst Gambling	1	11	
Weapon Law Violation	3	11	
Group B Crimes	0	0	
Theft by Check	0	8	
Disorderly Conduct	10	59	
Operating While Intoxicated	10	107	
Public Intoxicated / Liquor Violations	23	14 <u>4</u>	
Non-Violent Family Offense	1	7	
Liquor Law Violation	2	4	
Peeping Tom	0	1	
Runaway	0	10	
Trespassing	3	21	
Other Offenses	8	114	
Other Officiacs		000	
Group A Total:	121	986 475	
Group B Total:	57	475	
Total Reported Crimes:	178	1,461	
Traffic Accidents		•	
Other	0	0	
Personal Injury	0	33	
Property Damage	11	331	
Total Reported Accidents	11	364	
Driving Offenses			
Driving While Barred	0	19	
Driving While Suspended / Revoked	2	19	
Eluding / Peace Officer	0	2	
Total Driving Offenses	2	40	
Alcohol/Tobacco Violations	3	65	
Calls For Service	1,645	13,914	
Total Arrests	88	705	
100011000			195

CEDAR FALLS FIRE RESCUE SEPTEMBER FIRE DEPARTMENT ACTIVITIES:

- Station #1 (Blue Shift):
 - Public Relation's Activity Engine 502 and crew at the finish line of the Scott Sterrett Memorial Half-Marathon.
 - Fire Prevention Activity Prairie Lakes Church Fall Festival.
- Station #1 (Green Shift):
 - Fire Prevention Activities Provided three Safety City presentations for all Kindergartners in the Cedar Falls Elementary Schools.
 - Provided one Smoke Detector Check / Install.
- Station #1 (Red Shift):
 - Public Relations Activities St. Patrick's School flag raising for 9/11 and provided one Safety City presentation for all Kindergartners in the Cedar Falls Elementary Schools.
 - Provided one Station Tour.

FIRE ALTERNATIVE STAFF:

- Part-time and POC Firefighters contributed 29 hours of Shift Duty in September.

FIRE INSPECTIONS - Battalion Chief Curt Hildebrand

- September Rental Inspections: 60
- September Re-Inspections: 12
- September Sorority House Inspections: 4

FIRE TRAINING EVENTS - Lieutenant Marty Beckner

- Fire In-Service training consisted of Confidence Drills.
- Public Safety Officers completed their monthly checklist of 20 Knowledge and Performance Tasks.
- New Public Safety Officers continued their Fire Fighter 1 and Hazardous Materials Certification Testing.
- Public Safety Lieutenant McNamara, Public Safety Officers Ladage and Schmidt attended an Advanced Rope Rescue course at Kirkwood Community College Fire School.
- Individual shifts conducted training sessions on their shifts to include truck operations, ladder truck operations and rescue, and other training scenarios.

FIRE RECORDS - Lieutenant Marty Beckner

- Vehicle, Equipment, and EMS inventory every Tuesday.
- Equipment Check, Review and Handling every Monday.
- SCBA Inspection the first Wednesday
- SCBA Check every Wednesday.
- Aerial Platform Exercise and Testing every Sunday.
- District Familiarization.
- Commercial Inspections.

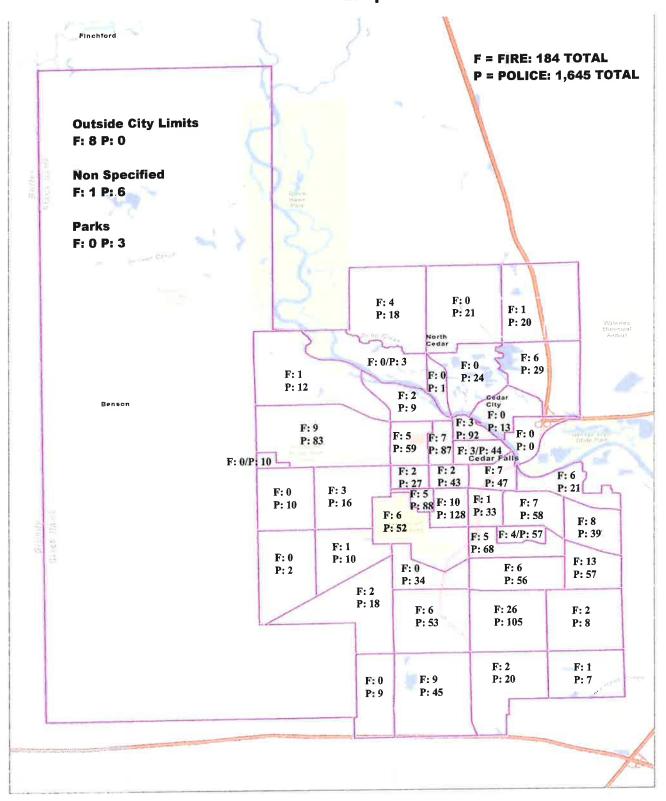
FIRE RESCUE CALLS FOR SERVICE

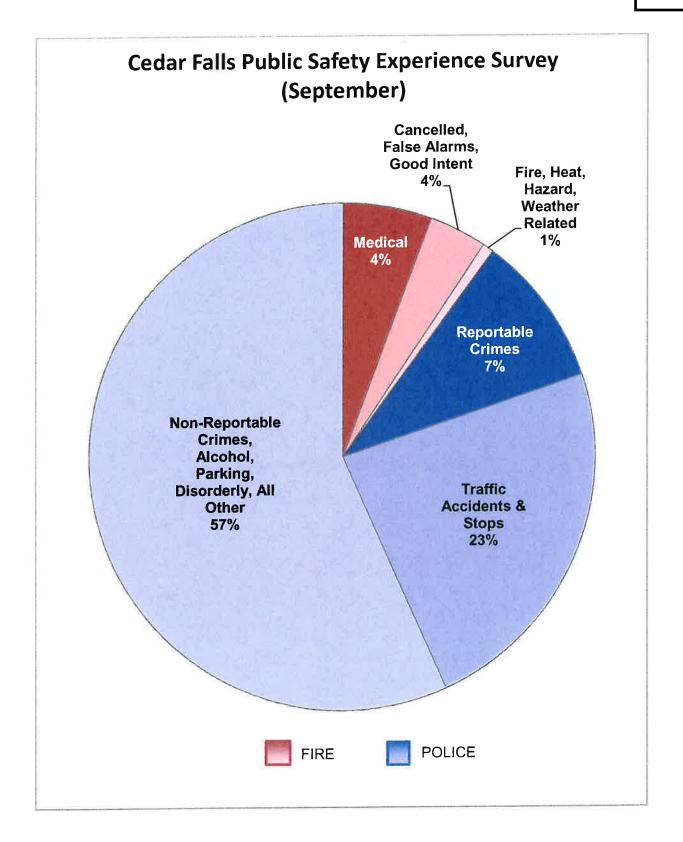
FIRE RESCUE CALLS FOR SERVICE												
Type of Incident	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
(Monthly)	'19	'19	'19	'19	'19	'19	'19	'19	'19	'19	'19	'19
Medical	101	114	92	100	103	97	92	121	103			
Cancelled, False Alarms, Good Intent	48	114	51	59	48	61	51	57	68			
Fire, Heat, Hazard, Weather Related	10	17	17	19	13	16	13	15	13			
Totals	159	185	160	178	165	174	156	193	184			

Type of Incident (per year)	2011	2012	2013	2014	2015	2016	2017	2018
Non-Medical CFS	991	1.056	1,052	948	840	911	900	772
Rescue / EMS Related	1.021	1,047	1,049	1,051	1,367	1,570	1,437	1,022
Totals	2,012	2,103	2,101	1,999	2,207	2,481	2,337	1,794

ITEM 11.

Cedar Falls Public Safety Grid Map







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 Brown and City Councilmembers

From: Jeff Olson, Public Safety Services Director/Chief of Police

Date: October 31, 2019

Re: Beer/Liquor License Applications

Police Operations has received applications for liquor licenses and/ or wine or beer permits. We find no records that would prohibit these license and permits and recommend approval.

Name of Applicants:

- a) Casey's General Store, 5908 Nordic Drive, Class C beer & Class B wine renewal.
- b) Cedar Falls Woman's Club, 304 Clay Street, Special Class C liquor renewal.





DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

MEMORANDUM

Legal Division

TO: Mayor Brown and City Council Members

FROM: Colleen Sole, Personnel Specialist & Human Rights Commission Liaison

DATE: October 28, 2019

SUBJECT: FY20 COOP Agreement with the lowa Civil Rights Commission

Attached for your approval is a COOP Agreement between the Cedar Falls Human Rights Commission and the Iowa Civil Rights Commission (ICRC) for FY20. The Agreement allows the City to be compensated for locally processed human rights complaints and assists the State agency in reducing case backlog.

If you have questions regarding the attached, feel free to contact me at 243-2712.

COOPERATIVE AGREEMENT Between Cedar Falls Human Rights Commission

C D

IOWA CIVIL RIGHTS COMMISSION

- 1. Definitions: As used in this Cooperative Agreement the following terms are defined as follows:
- a) "ICRC" means the Iowa Civil Rights Commission.
- b) "Local agency" means Cedar Falls Human Rights Commission and must comply with the requirements of Iowa Code §216.19
- c) "Fiscal Year 2020" runs from July 1, 2019 to June 30, 2020.
- 2. Authority: In order to effectuate the purposes of the "Iowa Civil Rights Act," (ICRA) the ICRC now enters into a Cooperative Agreement with the Cedar Falls Human Rights Commission. Iowa Code §216.19.
- 3. **Purpose:** Our purpose is to assist local agencies in resolving discrimination complaints and to reduce case backlogs without compromising quality or the integrity of the system. We have designed criteria to ensure an efficient, effective, and coordinated effort between the ICRC and local agencies.
- 4. **Scope:** Under this Cooperative Agreement, ICRC contracts with the Cedar Falls Human Rights Commission for the satisfactory intake and resolution of complaints whose allegations fall within the prohibitions of Iowa Code §§216.6, 216.6A, 216.7, 216.8, 216.8A, 216.9, 216.10 and 216.11. This Cooperative Agreement does not cover complaints that do not fall within these sections of the Iowa Code.
- 3. **Period:** This Cooperative Agreement will run during Fiscal Year 2020. There is no commitment on the part of ICRC to contract with the Cedar Falls Human Rights Commission for the resolution of complaints after June 30, 2020.
- 4. Total Amount: The total amount ICRC can be required to spend, as aggregate compensation to all contracting local commissions for work performed under cooperative agreements for Fiscal Year 2019 is \$33,000.00 maximum. If insufficient funds exist for payment of all cases tendered for payment by the contracting Local Commissions, payment shall be allocated on a first-come first-served basis, according to the date of submission of the intakes or resolutions to the ICRC.
- 5. Payment Date: ICRC agrees to provide payment on a quarterly basis based upon satisfaction of the conditions established in this agreement. Payment will be provided for work performed and accepted under this Agreement by the ICRC, and in the case of cases cross-filed with the EEOC or HUD, when credit has been approved by that agency. Payment will be provided only for cases that are determined by the ICRC to be jurisdictional under the ICRA, if the complaints are timely received by the ICRC, and in the case of cases cross-filed with the EEOC or HUD, credit has been approved by that agency. In the case of payment for intake services, ICRC accepts the work if/when ICRC opens the case file corresponding to the intake. Payment is conditioned upon execution of this contract which must be accomplished and returned to the

ICRC no later than November 1, 2019. Agreements presented after that date will be rejected by the ICRC absent prior written approval for late submission by the Director of the ICRC.

- 6. Payment Schedule***:
- (a) Intakes: See attached Schedule A for breakdown of reimbursement rates based on the timing of receipt of the complaint for housing and non-housing referrals to the ICRC. For purposes of the contract, intake is defined as receipt by the ICRC of a completed, signed, jurisdictional complaint in any area covered by the ICRA, including housing, that are forwarded to the ICRC for processing and investigation, with accompanying release, contact information and jurisdictional review documentation. If the ICRC complaint form is used, it will not be necessary to submit the jurisdictional review documentation. All information noted on the jurisdictional review documentation must be provided to the ICRC with the intake documentation. No payment will be made for non-housing intakes that are more than 60 days old or housing intakes that are more than 30 days old on the date received by the ICRC.
- (b) Resolutions: See Schedule A (attached) for definitions and rate of payment based on time received. For purposes of the contract, resolution includes case closures resulting in Satisfactory Adjustments, Administrative Closures for reasons other than failure to cooperate or unable to locate, No Probable Cause Orders, Probable Cause Orders or closures after Public Hearings. In the case of administrative closures for failure to cooperate or failure to locate complainant, no reimbursement will be provided. Further, this clause does not apply to resolutions submitted by the local agency to the EEOC or HUD for contract credit or payment by the federal agencies, in which case, the ICRC will provide no payment. Settlement agreements for cross-filed EEOC cases cannot include a no-rehire clause or global release and must indicate in the agreement itself that the agreement was signed voluntarily. These are EEOC requirements that will not be waived by the EEOC and cannot be waived by the ICRC. Any agreements with language that includes the impermissible language or that is missing the required EEOC voluntary settlement language will be rejected by the ICRC (and EEOC) and no payment will be made until the settlement agreements are revised accordingly. Resolution date shall be the date of receipt of the case closure by the ICRC. In the case of resolutions on complaints cross-filed with the EEOC, if the EEOC refuses credit for the resolution, the ICRC's payment obligations under this agreement shall be extinguished. HUD prohibits ICRC from seeking credit for housing complaints cross-filed with HUD, and any such complaints should be referred to the ICRC for investigation after intake.
- (c) Jurisdictional: Any and all complaints submitted for credit and payment must be jurisdictional, including meeting the 300 day limit when the complaint is received by the ICRC, and must be a claim under the Iowa Civil Rights Act.
- 7. Maintenance of Effort: Iowa Code §216.19(2) provides that a city with a population of 29,000 or greater shall to maintain an independent local civil/human rights agency, shall structure and adequately for

the local human/civil rights agency in order to effect cooperative undertakings with ICRC and to aid in effectuating the purposes of the "Iowa Civil Rights Act," and when staff is provided, the local agency or commission shall have control over such staff. The ICRC reserves the right to deny payment for closures which appear to have been adversely affected by a failure to comply with this code section or any other reasonable indication of lack of independence or neutrality by the local agency in its investigation of the complaint, and such may serve as grounds justifying termination of this agreement.

- 8. Information Sharing: Pursuant to I.A.C r. 161—11.10, the filing of a complaint or confidential information pertaining to a complaint covered by this agreement may be shared between the parties to this agreement as part of the routine use of such records, to administer the program for which the information is collected.
- 9. Confidentiality: Pursuant to I.A.C r. 161—1.6(4)(e)(4) and Iowa Code Section 215.15(5), the Cedar Falls Human Rights Commission agrees not to disclose the filing of a complaint or confidential information pertaining to a complaint covered by this agreement until the complaint has been officially set for public hearing. Once a complaint has been officially set for public hearing, the Cedar Falls Human Rights Commission agrees not to disclose confidential information pertaining to the complaint that is not publically available, except as allowed by ICRC's rules.
- 10. Reports: The local agency agrees to submit quarterly reports on the electronic templates provided by the ICRC to ICRC listing each intake and resolution submitted for contract credit or payment under this Agreement. Quarterly Reports are due, as applicable, on October 25, 2019 (for July 1 September 30, 2019 activity); January 5, 2020 (October 1 December 31, 2019); April 5, 2020 (for January 1 March 31, 2020 activity), and July 15, 2020 (for April 1 June 30, 2020 activity). Payments under this contract will be made after the Quarterly Reports are completed and submitted to the ICRC. Failure to provide Quarterly reports within 30 days of due date will result in forfeiture of funds for the quarter for which the quarterly report is not timely filed. As a condition of final payment, the local commission must submit, and ICRC must have received, all cases no later than July 15, 2020. Cases submitted after July 15, 2020, will not be paid.
- 11. **Training.** ICRC and the local agency will cooperate in planning, sponsoring, and conducting necessary complaint processing training for staff and commissioners.
- 12. This contract recognizes the 300-day filing period for initial complaints, as set forth in Iowa Code Ch.

 216, is measured by the day the complaint *is received by the ICRC*, not the day received by the local commission. Therefore, local commissions are responsible for ensuring that cases are received by the ICRC within 300 days of the date of the last incident of discrimination. The local agency agrees that complaints that are not received by the ICRC within the 300 day time limit are not jurisdictional on their face and no payment will be made in that case. To be considered received by the ICRC, the complaint must be physically received by the ICRC either through mail, fax, personal delivery or by email, by 4:30 p

Monday through Friday. The ICRC prefers email (icrc@iowa.gov) over fax, as email has historically been more reliable. Complaints received (or sent by email) after 4:30 pm will be considered filed on the next business day.

13. Closures. Closure submissions for case resolutions must include the following closing documents from the local commission: Copies of closures notices sent to all parties by the local commission and a copy of the local commission's findings/decision. All closure documents including settlement agreements and withdrawals must include local and state case numbers, and when cross-filed with EEOC, federal case number. Payment may be denied if closure papers or settlement agreements do not include case numbers, or if any case number is incorrect. ICRC may be required to obtain a full copy of the case file maintained by the local commission. The copies should be provided to ICRC at no cost and within two weeks of request.

If required by your local protocol, ordinance or practice, separate signature lines have been provided for your Mayor and Commission Chair.

Mayor	Date
Chairperson, Cedar Falls Human Rights Commission	10/21/19 Date
Elizabeth A. Johnson, Executive Director, Iowa Civil Rights Commission	Date

SCHEDULE A

***The following summarizes the payment schedule.

Intake:	Complaint sent to ICRC for processing	\$500 for housing cases eligible
(See definition for	and investigation within 7 days (housing)	for cross-filing with HUD;
Intake below)	or 30 days (non-housing) of initial filing	\$250 for employment cases
,	date with local agency.	eligible for cross-filing with
	,	EEOC; \$125 for cases not
		eligible for cross-filing
	Complaint sent to ICRC for processing	\$250 for housing cases eligible
	and investigation greater than 7 days but	for cross-filing with HUD;
	within 30 days (housing); greater than 30	\$150 for employment cases
	days but within 60 days (non-housing) of	eligible for cross-filing with
	initial filing date with local agency.	EEOC; \$75 for cases not
		eligible for cross-filing
	Complaint sent to ICRC for processing	\$ 0
	and investigation greater than 30 days	
	(housing) or 60 days (non-housing) of	
	initial filing date with local agency.	
Resolutions for Non-	Complaint Resolutions sent to ICRC for	\$325 for cases eligible for
housing Cases:	closure processing within 180 days of	cross-filing with EEOC; \$100
(See definition for	initial filing date with local agency.	for cases not eligible for cross-
Resolutions below)		filing
	Complaint Resolutions sent to ICRC for	\$200 for cases eligible for
	closure processing greater than 180 days	cross-filing with EEOC; \$50
	but within 600 days of initial filing date	for cases not eligible for cross-
	with local agency.	filing
	Complaint Resolutions sent to ICRC for	\$0
	closure processing greater than 600 days	
	of initial filing date with local agency.	

For the purpose of this contract the definition for the terms of payments are as follows:

"INTAKE"

A completed and signed complaint that meets the jurisdictional requirements of ICRA and forwarded to the ICRC for initial processing and investigation with accompanying release, contact information and jurisdictional review documentation.

"RESOLUTIONS"

Case closures resulting in an administrative closure (except for failure to cooperate or locate Complainant); conciliated and settled cases; satisfactory adjustments; No Probable Cause Orders; Probable Cause Orders; and closures after Public Hearing.

"INITIAL FILING"

Initial filing date will be determined by local file-stamp receipt date shown on the complaint. All complaints must show a local file-stamp receipt date. Credit may be rejected for complaints without a local file-stamp receipt date.

205





DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM

Financial Services Division

TO: Jacque Danielsen, City Clerk

FROM: Andrea Ludwig, Administrative Clerk

DATE: October 4, 2019

SUBJECT: Property Assessments

Attached is paperwork regarding one (1) property that had their lawn mowed and weeds removed by the City of Cedar Falls. We have been unsuccessful in collecting these invoices through our normal accounts receivable process. Can you please start the process of assessing these fees against the owner's property taxes?

Ruth Walker 2208 Coventry Lane Cedar Falls, IA 50613

\$450.97 June & August 2019

<u>0.00</u> 2019 (fees) \$450.97 Total owed

Property address: 2208 Coventry Ln., CF Parcel #8914-11-354-008

If you have any questions, please feel free to contact me at 5104.

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

NOTICE OF PROPOSED FINAL ASSESSMENT PROCEEDINGS

٧.

RUTH WALKER

TO THE ABOVE-NAMED PERSON(S): Ruth Walker

PROPERTY DESCRIPTION: 2208 Coventry Lane, Cedar Falls, Iowa

Black Hawk County Parcel #8914-11-354-008

LEGAL DESCRIPTION OF PROPERTY: Hearthside Addition, Lot 167, Cedar

Falls, Black Hawk County, Iowa.

YOU ARE HEREBY NOTIFIED that there is a proposed resolution to place a lien on the property named above in order to collect the costs incurred by the City of Cedar Falls to mow the property located at 2208 Coventry Lane pursuant to City of Cedar Falls Ordinance Section 17-246. This matter is currently set on the Cedar Falls City Council agenda for **November 4**, **2019**.

Please find enclosed the proposed City Council resolution to place a lien on the above-described property. You may satisfy your obligation to pay these costs incurred by the City of Cedar Falls on or before the date set forth above by making payment to the City Clerk's office in person Monday through Friday between 8:00 a.m. and 5:00 p.m., at 220 Clay Street, Cedar Falls, Iowa 50613, or through the mail.

YOU ARE FURTHER NOTIFIED that unless you pay for these costs before the time of the City Council meeting, the Cedar Falls City Council will seek the resolution to place a lien on the property described above, to be collected, along with interest thereon, in the same manner as property taxes, as provided by law.

Very truly yours,

CITY OF CEDAR FALLS, IOWA

By

Jacqueline Danielsen, MMC, City Clerk

City of Cedar Falls 220 Clay Street

220 Clay Street

Cedar Falls, IA 50613

Enclosures.

Exhibit "A"

Prepared by: Jacqueline Danielsen, Ci	Citv Clerk. 220 Clav	/ Street, Cedar Falls, IA	50613
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(319) 273-8600

RESOLUTION NO.	R	ES	0	Ll	JΤ	101	١N	10	
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RESOLUTION LEVYING A FINAL ASSESSMENT FOR COSTS INCURRED BY THE CITY OF CEDAR FALLS, IOWA TO MOW THE PROPERTY LOCATED AT 2208 COVENTRY LANE, CEDAR FALLS, IOWA, PARCEL ID 8914-11-354-008

WHEREAS, it was determined that the property located at 2208 Coventry Lane, being legally described as Hearthside Addition, Lot 167, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8914-11-354-008, was in violation of City of Cedar Falls Ordinance Section 17-246 for failure to mow/maintain the property, and

WHEREAS, after notice(s) to abate the nuisance, the owner of record did not abate the nuisance, and after afforded a substantial period of time in which to do so, the City of Cedar Falls did cause the property located at 2208 Coventry Lane (Parcel ID 8914-11-354-008) to be mowed, and by doing so, incurred expenses for said services, and

WHEREAS, after invoices and notices for the services performed for the mowing were sent to the property owner of record, the owner of record has failed to pay these costs to the City of Cedar Falls.

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, lowa, that the unpaid costs incurred by the City of Cedar Falls, lowa to mow the above-described property, in the amount of \$450.97, be assessed as a lien against the following described real estate, as provided by law, together with the administrative expense of \$5.00, and a \$52.00 filling fee to the Black Hawk County Recorder's Office, pursuant to Cedar Falls Code Section 15-5, said real estate being legally described as follows:

Hearthside Addition, Lot 167, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8914-11-354-008

BE IT FURTHER RESOLVED that the City Clerk of the City of Cedar Falls, Iowa, is hereby authorized and directed to place said assessment of record with the proper officials of Black Hawk County, Iowa, in order to make the assessment a lien against the above-described real estate, to be collected in the same manner as property taxes, as provided by law.

PASSED AND ADOPTED this 4th day of November, 2019.

	James P. Brown, Mayor	
ATTEST:		
1	_	
Jacqueline Danielsen, MMC, City Clerk		

ITEM 14.

CITY OF CEDAR FALLS 220 CLAY STREET CEDAR FALLS, IA 50613

(319) 273-8600

DATE: 8/30/19

TO: RUTH WALKER

2208 COVENTRY LANE CEDAR FALLS, IA 50613

CUSTOM	ER NO: 41	18/4118	TYPE: M	s - MISCELLANEOU	JS
CHARGE	DATE	DESCRIPTION	REF-N	UMBER DUE DATE	TOTAL AMOUNT
PMISC		BEGINNING BALANCE **** Collection ****			203.04 203.04-
PMISC	7/05/19	WALKER, RUTH MOWED LAWN ON 06/20/19 PER ORDINANCE 17-246	35671	8/05/19	284.86
		PROFESSIONAL LAWN CARE CODE ENFORCEMENT			\$237.50 \$47.36
INMSC	8/15/19	MOWED LAWN ON 08/08/19 PER ORDINANCE 17-246	35849	9/16/19	166.11
		PROFESSIONAL LAWN CARE CODE ENFORCEMENT	INV.#154	33	\$118.75 \$47.36
		1.5 % LATE FEE WILL BE 30 DAYS			CR.
	CURRENT	30 DAYS			
	166.11				
DUE	DATE: 9	/30/19		PAYMENT DUE:	450.97

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 8/30/19 DUE DATE: 9/30/19 NAME: WALKER, RUTH

CUSTOMER NO: 4118/4118 TYPE: MS - MISCELLANEOUS

REMIT AND MAKE CHECK PAYABLE TO:

CITY OF CEDAR FALLS 220 CLAY STREET

CEDAR FALLS IA 50613

(319) 273-8600

TOTAL DUE:

TOTAL DUE:

\$450.97

\$450.97



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

CITY OF CEDAR FALLS, IOWA

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

September 4, 2019

Ruth Walker 2208 Coventry Lane Cedar Falls, IA 50613

Dear Ruth Walker,

Enclosed you will find your latest statement. There is an outstanding charge for Code enforcement-mowing on 7/5 & 8/8/19 for \$450.97, as well as late fees of \$0.00 for a total amount due of \$450.97. If no payment is received by September 16, 2019 we will put a lien on your property.

If you have any questions, please feel free to call me at 319-268-5104. We thank you for your immediate attention to this matter.

Remit to:

City of Cedar Falls

Accounts Receivable 220 Clay Street

Cedar Falls, IA 50613

Sincerely,

City of Cedar Falls

Andrea Ludwig Financial Clerk

Enclosure

ITEM 14

CITY OF CEDAR FALLS 220 CLAY STREET CEDAR FALLS, IA 50613

(319) 273-8600

TO: RUTH WALKER

2208 COVENTRY LANE

CEDAR FALLS, IA 50613

INVOICE NO: 35849

DATE: 8/15/19

TYPE: MS - MISCELLANEOUS

CUSTOMER NO: 4118/4118 UNIT PRICE EXTENDED PRICE QUANTITY DESCRIPTION ------_____ 166.11 166.11 1.00 MOWED LAWN ON 08/08/19 PER ORDINANCE 17-246 \$118.75 PROFESSIONAL LAWN CARE INV.#15433 \$47.36 CODE ENFORCEMENT

> 1.5 % LATE FEE WILL BE ASSESSED ON PAYMENTS OVER 30 DAYS

> > TOTAL DUE:

\$166.11

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 8/15/19 DUE DATE: 9/16/19 NAME: WALKER, RUTH

TYPE: MS - MISCELLANEOUS CUSTOMER NO: 4118/4118

REMIT AND MAKE CHECK PAYABLE TO: CITY OF CEDAR FALLS

220 CLAY STREET CEDAR FALLS

IA 50613

INVOICE NO: 35849 TERMS: NET 30 DAYS

AMOUNT:

ITEM 14.

CITY OF CEDAR FALLS 220 CLAY STREET CEDAR FALLS, IA 50613

(319) 273-8600

TO: RUTH WALKER

2208 COVENTRY LANE

CEDAR FALLS, IA 50613

INVOICE NO: 35671

DATE: 7/05/19

TYPE: MS - MISCELLANEOUS

CUSTOMER NO: 4118/4118

UNIT PRICE EXTENDED PRICE QUANTITY DESCRIPTION

MOWED LAWN ON 06/20/19 1.00

> PER ORDINANCE 17-246 PROFESSIONAL LAWN CARE INV.#15336

\$237.50

284.86

CODE ENFORCEMENT

\$47.36

284.86

1.5 % LATE FEE WILL BE ASSESSED ON PAYMENTS OVER 30 DAYS

TOTAL DUE:

\$284.86

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 7/05/19 DUE DATE: 8/05/19 NAME: WALKER, RUTH

CUSTOMER NO: 4118/4118

TYPE: MS - MISCELLANEOUS

REMIT AND MAKE CHECK PAYABLE TO:

CITY OF CEDAR FALLS 220 CLAY STREET

CEDAR FALLS

IA 50613

INVOICE NO: 35671 TERMS: NET 30 DAYS

AMOUNT:

Professional Lawn Care, LLC



Dennis Lickteig P.O. Box 1942 Waterloo, Iowa 50704 Phone (319) 233-3942 Prolawn@mchsi.com



Snow Removal Salt & Sand Parking Lots Hauling Snow Irrigation Repair

City of Cedar Falls Dept. of Public Works 2200 Technology Parkway Cedar Falls, IA 50613 319-273-8629

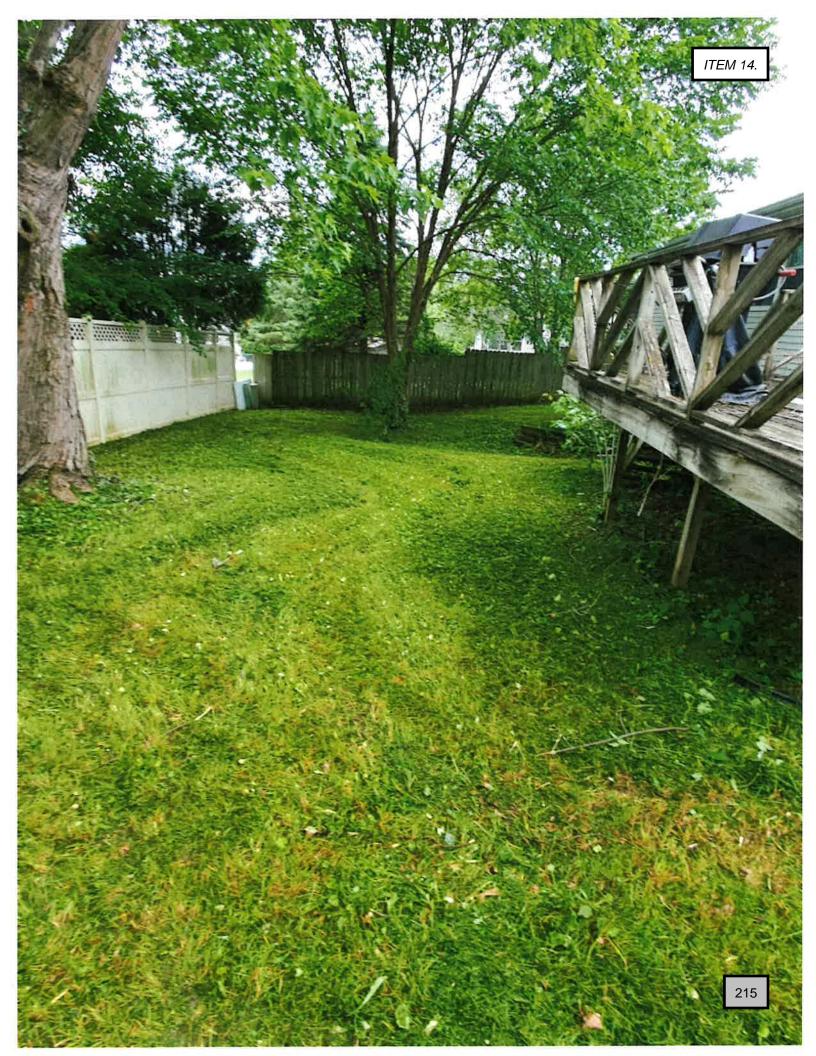
Garden Tilling Power Raking Hedge Trimming Tree Pruning Weed Mowing Lawn Mowing Garden Plowing Fall Clean up Vacuum Leaf Raking

Invoice Number 15336 Date

6/20/2019	Code Enforcement mowing at 2208 Coventry 2.5 Hour at \$95.	.00 per hour	\$237.50
5/25/2019	Code Enforcement mowing at 4027 Shocker Rd. 1.5 Hour at \$	\$95.00 per hour	\$142.50
5/20/2010	Code Enforcement mowing at 1227 W. 22nd st. 1.5 Hour at \$	95.00 per hour	\$142.50
6/27/2019	Code Enforcement mowing at 1704 Parker 1 Hour at \$95.00	per hour	\$95.00
	Code Enforcement mowing at 929 Newman 1.5 Hour at \$95.0	00 per hour	\$142.50
		Sum of Charges	\$760.00
The	ank You, We appreciate your Business	Tax	\$0.00

Total \$760.00





C E D A R

DEPARTMENT OF COMMUNITY DEVELOPMENT

ITEM 14.

CODE ENFORCEMENT
CITY OF CEDAR FALLS, IOWA
220 Clay Street
Cedar Falls, IA 50613
Phone(319) 273-8606
Fax (319) 273-8610
www.cedarfalls.com

LEGAL NOTICE OF NUISANCE TO BE ABATED: GRASS AND WEEDS

EFFECTIVE DATE OF THIS NOTICE:

6/10/2019

Case # 19-0173-GRSS

PROPERTY RESIDENT:

Ruth Walker

PROPERTY ADDRESS:

2208 Coventry Ln

Property Owner Name:

Ruth Walker

Property Owner Address:

2208 Coventry Ln

Cedar Falls, IA 50613

A complaint has been brought to the attention of this office and an inspection of the property found that weeds and grass have been allowed to become a nuisance. The property is legally described as follows:

HEARTHSIDE ADDITION LOT 167

Please refer to Ordinance Section 20-262 for orientation purposes and compliance requirements. Your cooperation in complying with this ordinance is appreciated. The City will inspect the property in seven (7) days from the date of this mailing notice, on 6/17/2019, to confirm compliance with the Ordinance requirements. This also includes trimming all bushes and trees back so as to be able to see the front of the residence from the street. If the property is not brought into compliance after the seven days, the City will mow the property to bring it into compliance.

Code Section	Nature of the Violation	Comply By
IACF 11-297(a)(19) Rental - Un-mowed Grass or Weeds	For un-mowed grass or weeds, in violation of section 20-262 of this code.	6/17/2019
Citation Points	Abatement Action	Pointed Assessed
	Mow tall grass and weeds on the property.	

Further, please be notified that the actual cost and expense of cutting or otherwise destroying the vegetation (manpower, equipment, fuel, etc.), together with the costs of supervision and administration up to the time the property is brought into compliance, shall be recovered by an assessment against the tract of land on which the vegetation is growing. The City shall send an invoice for the total expenses incurred by regular mail to the property owner who failed to abide by the notice to abate, and if the amount shown by the invoice has not been paid within 30 days of the invoice date, the City Clerk shall certify the total amount of the invoice plus any administrative costs to the County Treasurer and such costs shall then be collected with, and in the same manner as, general property taxes.

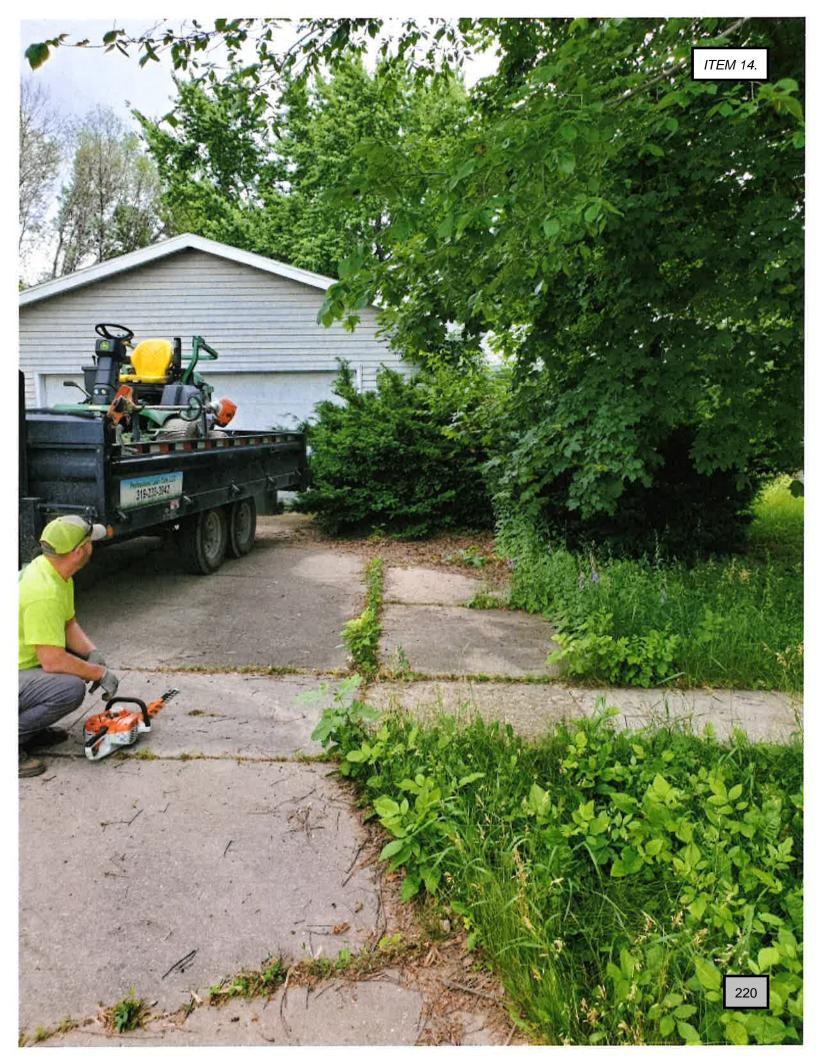
If you should have any questions concerning this matter, please contact the Community Development office at (319) 273-8600. If you have already taken care of this problem, the Park Division appreciates your cooperation.

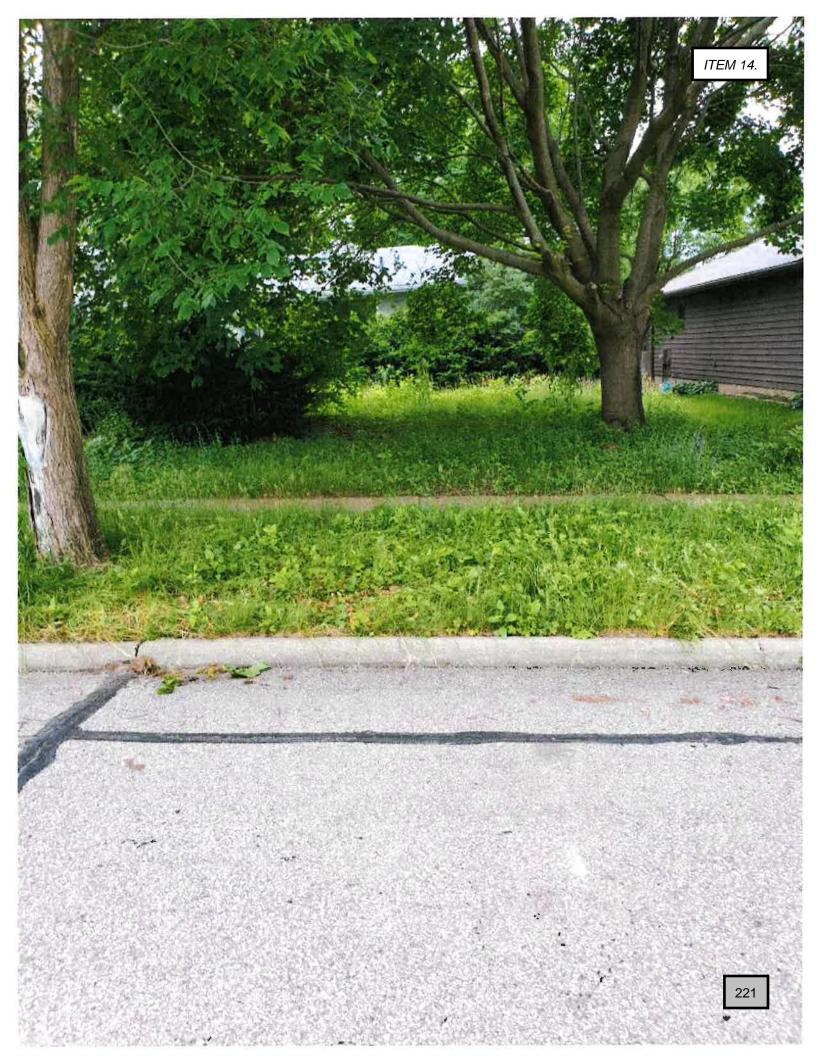
CITY OF CEDAR FALLS CODE ENFORCEMENT

Officer Greg Rekward Code Enforcement Officer











Professional Lawn Care, LLC



Dennis Lickteig P.O. Box 1942 Waterloo, lowa 50704 Phone (319) 233-3942 Prolawn@mchsi.com



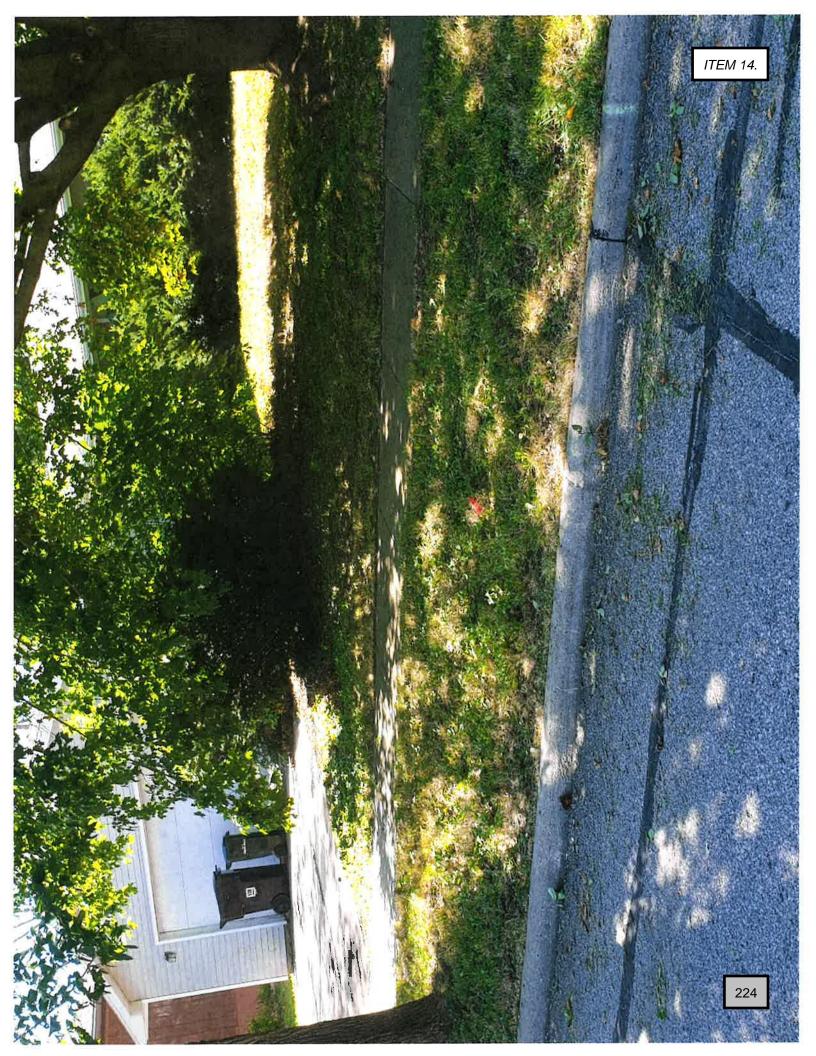
Snow Removal Salt & Sand Parking Lots Hauling Snow Irrigation Repair

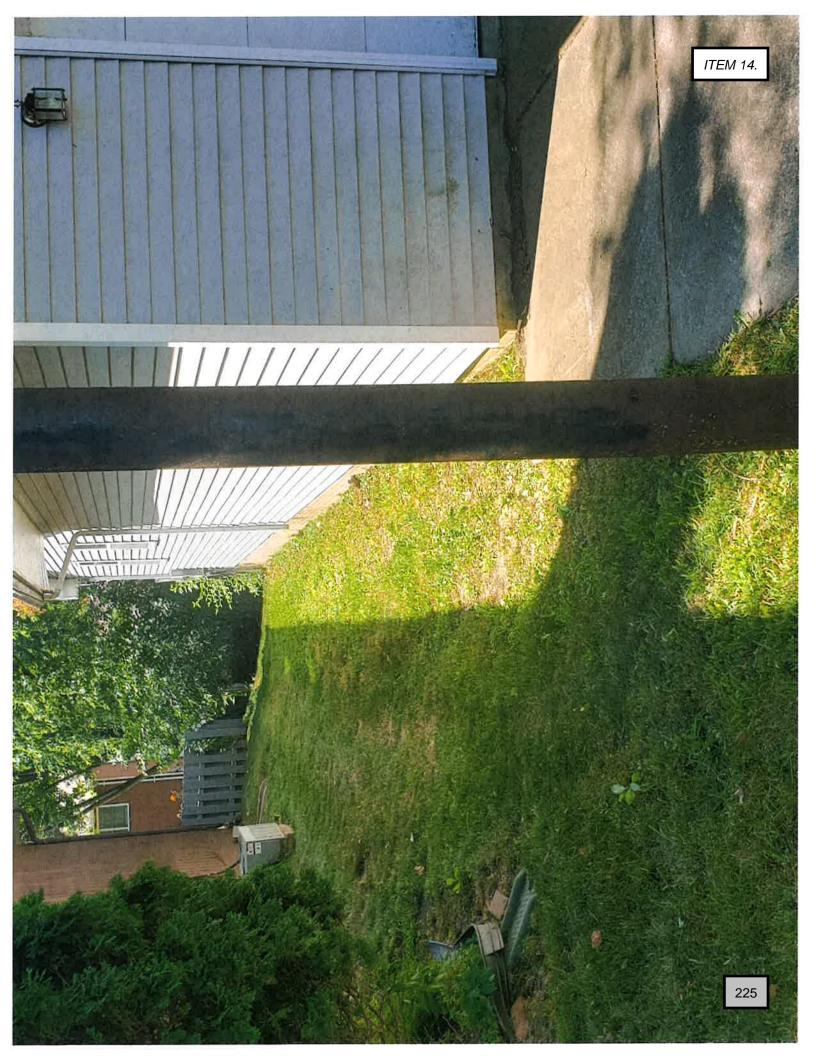
City of Cedar Falls Dept. of Public Works 2200 Technology Parkway Cedar Falls,IA 50613 319-273-8629 Garden Tilling
Power Raking
Hedge Trimming
Tree Pruning
Weed Mowing
Lawn Mowing
Garden Plowing
Fall Clean up
Vacuum Leaf Raking

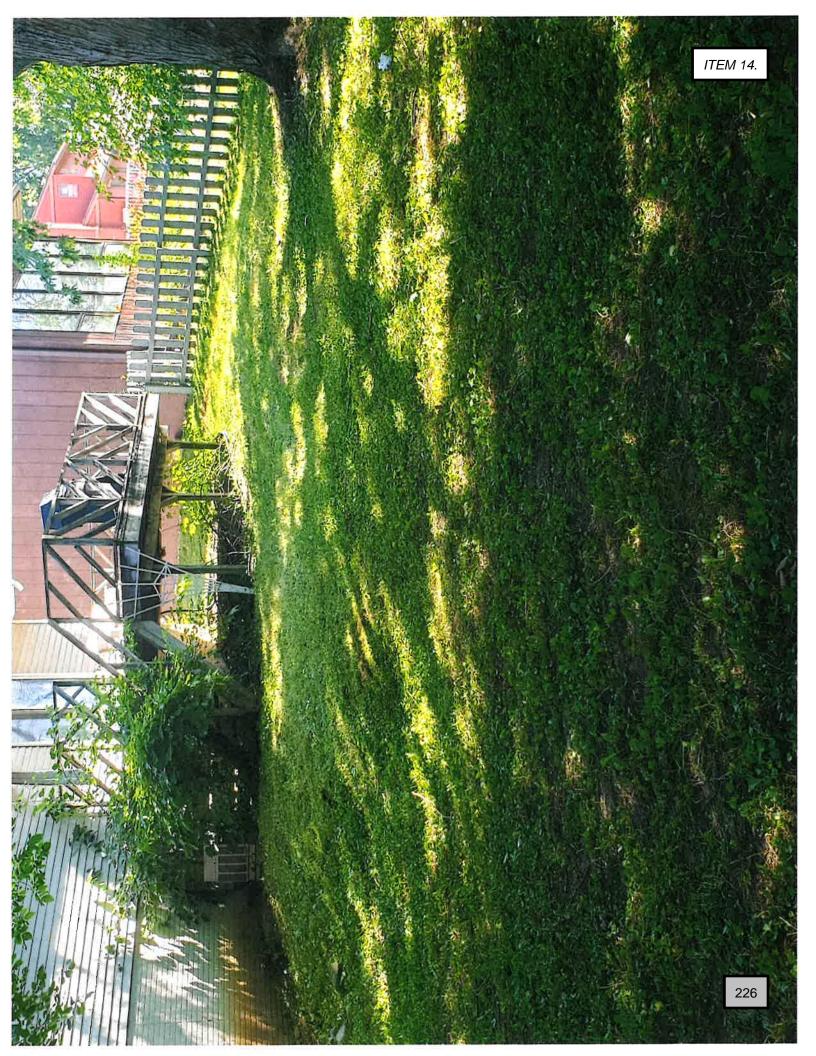
Date

Invoice Number 15433

8/5/2019	Code Enforcement mowing at 2509 Rownd 2.25 Hour at \$95	00 per bour	¢242.71
	Code Emorganism moving at 2000 Novina 2.25 Flour at \$50	.oo per nour	\$213.7
8/8/2019	Code Enforcement mowing at 2208 Coventry 1.25 Hour at \$	95.00 per hour	\$118.7
*			
		9/1	
			i
		Sum of Charges	\$332.50
Iha	Tank You, We appreciate your Business		\$0.00
		Total	\$332.50









DEPARTMENT OF COMMUNITY DEVELOPMENT

CODE ENFORCEMENT
CITY OF CEDAR FALLS, IOWA
220 Clay Street
Cedar Falls, IA 50613
Phone(319) 273-8606
Fax (319) 273-8610
www.cedarfalls.com

LEGAL NOTICE OF NUISANCE TO BE ABATED: GRASS AND WEEDS

EFFECTIVE DATE OF THIS NOTICE:

7/30/2019

Case # 19-0262-GRSS

PROPERTY RESIDENT:

Ruth Walker

PROPERTY ADDRESS:

2208 Coventry Ln

Property Owner Name:

Ruth Walker

Property Owner Address:

2208 Coventry Ln

Cedar Falls, IA 50613

A complaint has been brought to the attention of this office and an inspection of the property found that weeds and grass have been allowed to become a nuisance. The property is legally described as follows:

HEARTHSIDE ADDITION LOT 167

Please refer to Ordinance Section 17-246 for orientation purposes and compliance requirements. Your cooperation in complying with this ordinance is appreciated. The City will inspect the property in seven (7) days from the date of this mailing notice, on 07/30/2019 To confirm compliance with the Ordinance requirements.

Grass is over 8" in height and there is a large amount of volunteer over growth of bushes and trees around foundation of property that need to be removed.

If the property is not brought into compliance after the seven days, the City will mow the property to bring it into compliance.

This is the only notice you will receive this season.

Any future violations of the ordinance stating grass shall not exceed more than 8" in height, will be automatically scheduled and mowed by the city of Cedar Falls; and billed to you which includes labor, equipment and legal fees.

Code SectionNature of the ViolationComply By 08/07/2019

Sec. 17-246. - Noxious weeds prohibitedlt shall be unlawful for the owner or person in possession or control of any land within the city to maintain, cause or permit a nuisance as defined in this section to exist upon such land. For purposes of this section, the term "nuisance" means noxious weeds, which shall include the following:

(1)

Those defined in Iowa Code § 317.1A.

(2)

Grass and weeds exceeding eight inches in height;

(3)

Volunteer trees, bushes or other vegetation that have not been intentionally planted or which have spread through natural means into unsuitable or unsightly areas, such as in cracks or crevices along building foundations, driveways, retaining walls, sidewalks, or other similar improvements.08/07/2019

Citation PointsAbatement ActionPointed Assessed Mow tall grass and weeds on the property.

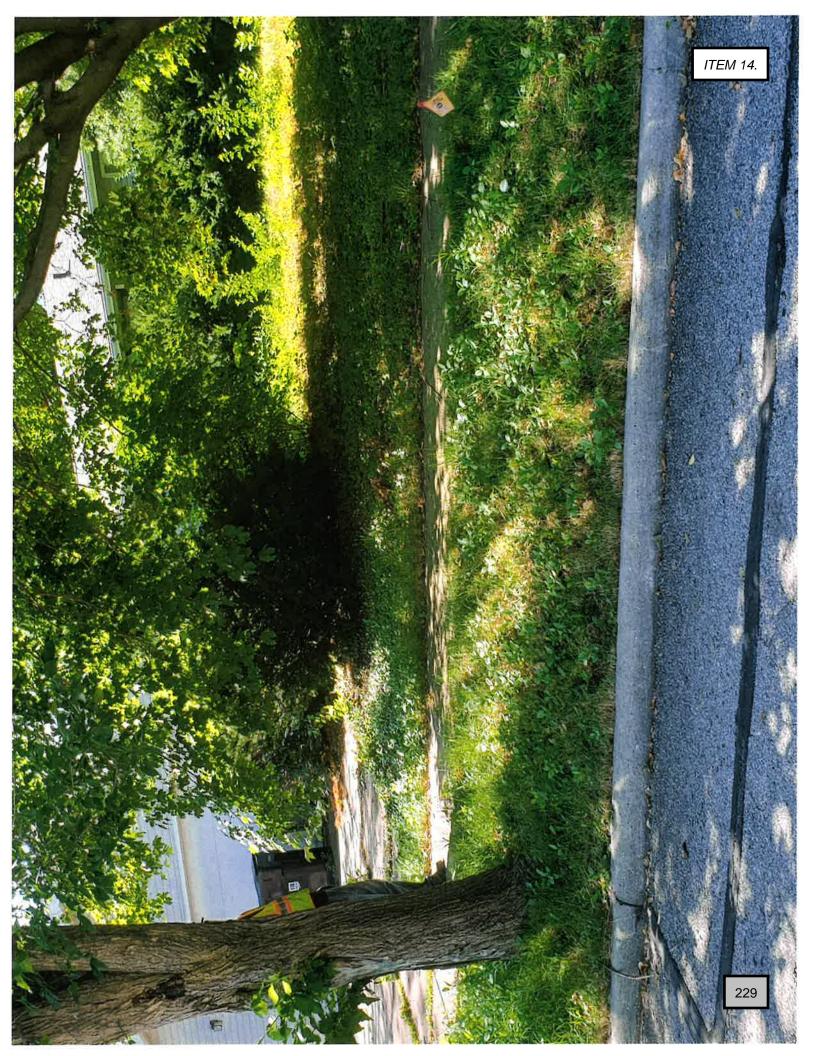
Further, please be notified that the actual cost and expense of cutting or otherwise destroying the vegetation (manpower, equipment, fuel, etc.), together with the costs of supervision and administration up to the time the property is brought into compliance, shall be recovered by an assessment against the tract of land on which the vegetation is growing. The City shall send an invoice for the total expenses incurred by regular mail to the property owner who failed to abide by the notice to abate, and if the amount shown by the invoice has not been paid within 30 days of the invoice date, the City Clerk shall certify the total amount of the invoice plus any administrative costs to the County Treasurer and such costs shall then be collected with, and in the same manner as, general property taxes.

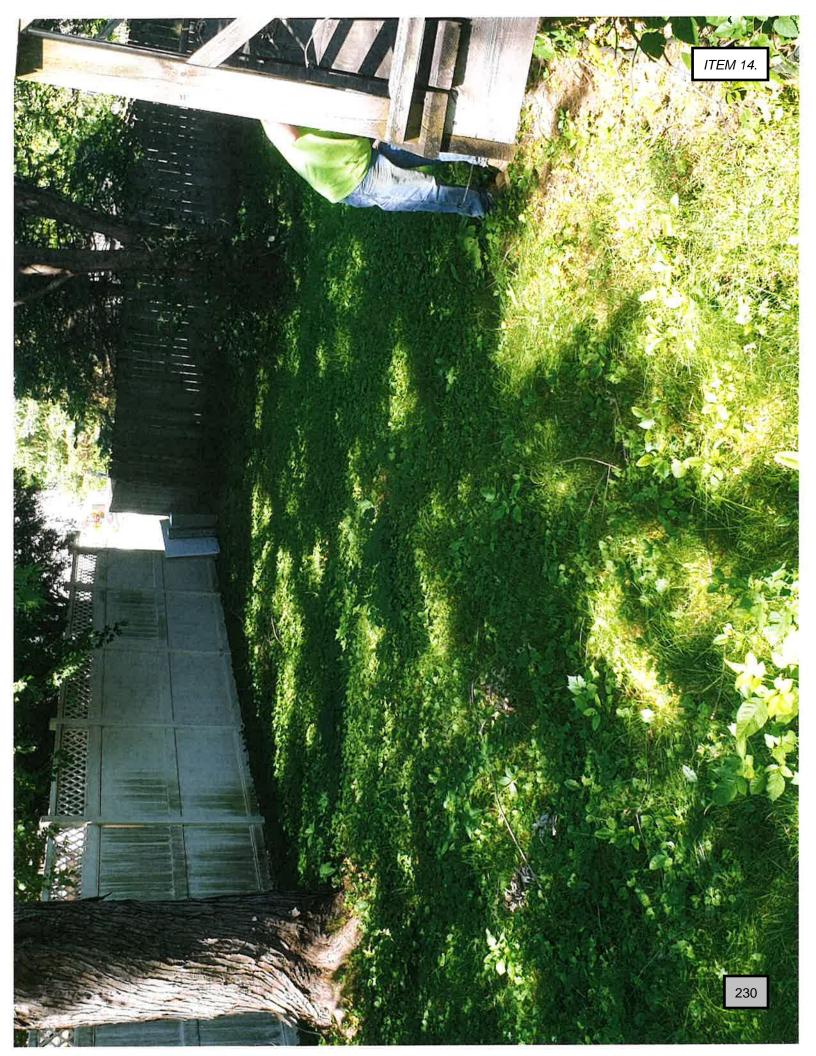
If you should have any questions concerning this matter, please contact the Community Development office at (319) 268-5186 if you have already taken care of this problem, the Park Division appreciates your cooperation.

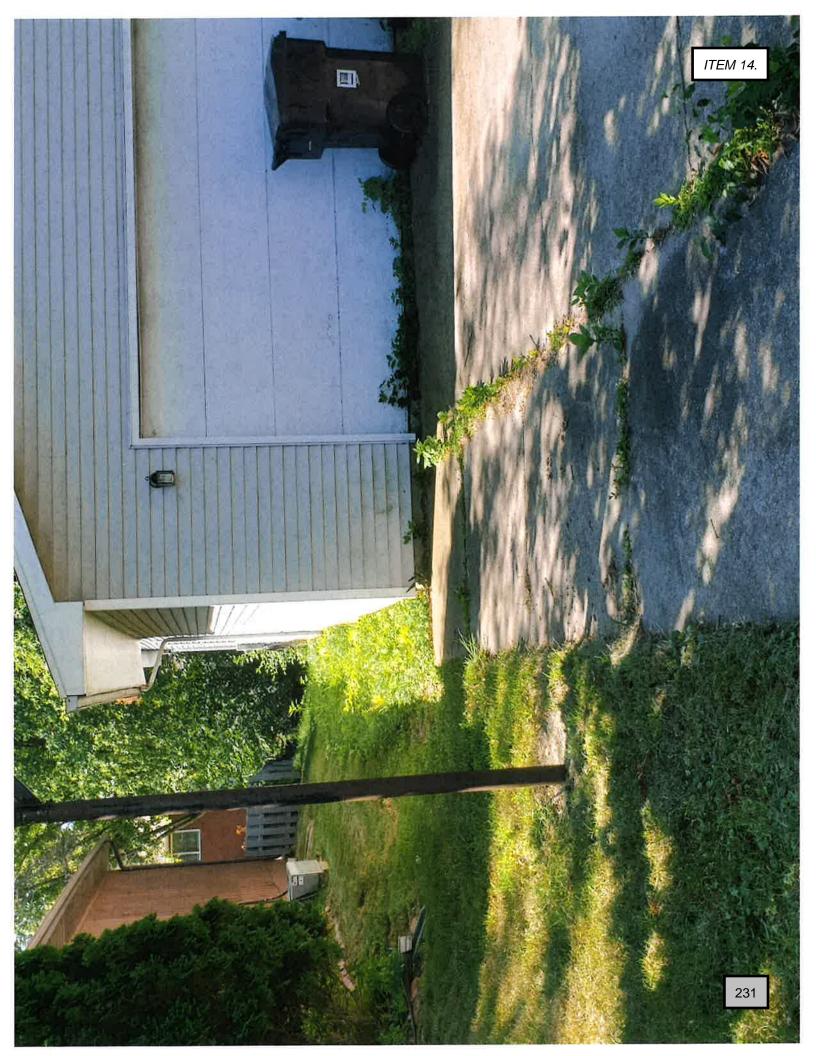
CITY OF CEDAR FALLS CODE ENFORCEMENT

Officer Greg Rekward
Code Enforcement Officer

Officer Greg Rekward Code Enforcement Officer











DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM

Financial Services Division

TO: Jacque Danielsen, City Clerk

FROM: Andrea Ludwig, Administrative Clerk

DATE: October 9, 2019

SUBJECT: Property Assessments

Attached is paperwork regarding one (1) property that had their lawn mowed and weeds removed by the City of Cedar Falls. We have been unsuccessful in collecting this invoice through our normal accounts receivable process. Can you please start the process of assessing these fees against the owner's property taxes?

Dale & Winona Duff 1804 Tremont Street Cedar Falls, IA 50613

\$213.61 August 2019 <u>3.20</u> 2019 (fees) \$216.81 Total owed

> Property address: 1804 Tremont St., CF Parcel # 8914-13-184-001

If you have any questions, please feel free to contact me at 5104.

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

NOTICE OF PROPOSED FINAL ASSESSMENT PROCEEDINGS

٧.

DALE OR WINONA DUFF

TO THE ABOVE-NAMED PERSON(S): Dale or Winona Duff

PROPERTY DESCRIPTION: 1804 Tremont Street, Cedar Falls, Iowa

Black Hawk County Parcel #8914-13-184-001

LEGAL DESCRIPTION OF PROPERTY: Lattas 1st Addition, Lot 2,

Cedar Falls, Black Hawk County, Iowa.

YOU ARE HEREBY NOTIFIED that there is a proposed resolution to place a lien on the property named above in order to collect the costs incurred by the City of Cedar Falls to mow the property located at 1804 Tremont Street pursuant to City of Cedar Falls Ordinance Section 17-246. This matter is currently set on the Cedar Falls City Council agenda for **November 4**, 2019.

Please find enclosed the proposed City Council resolution to place a lien on the above-described property. You may satisfy your obligation to pay these costs incurred by the City of Cedar Falls on or before the date set forth above by making payment to the City Clerk's office in person Monday through Friday between 8:00 a.m. and 5:00 p.m., at 220 Clay Street, Cedar Falls, Iowa 50613, or through the mail.

YOU ARE FURTHER NOTIFIED that unless you pay for these costs before the time of the City Council meeting, the Cedar Falls City Council will seek the resolution to place a lien on the property described above, to be collected, along with interest thereon, in the same manner as property taxes, as provided by law.

Very truly yours,

CITY OF CEDAR FALLS, IOWA

Ву

Jacqueline Danielsen, MMC, City Clerk

argueleno Danielson

City of Cedar Falls

220 Clay Street

Cedar Falls, IA 50613

Enclosures.

Exhibit "A"

Prepared by:	Jacqueline Danielsen,	City Clerk	220 Clay Street.	Cedar Falls, IA	50613	(319) 273-8600
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NEGOEGIION NO.	RESOL	UTION	NO.	
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RESOLUTION LEVYING A FINAL ASSESSMENT FOR COSTS INCURRED BY THE CITY OF CEDAR FALLS, IOWA TO MOW THE PROPERTY LOCATED AT 1804 TREMONT STREET, CEDAR FALLS, IOWA, PARCEL ID 8914-13-184-001

WHEREAS, it was determined that the property located at 1804 Tremont Street, being legally described as Lattas 1st Addition, Lot 2, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8914-13-184-001, was in violation of City of Cedar Falls Ordinance Section 17-246 for failure to mow/maintain the property, and

WHEREAS, after notice(s) to abate the nuisance, the owner of record did not abate the nuisance, and after afforded a substantial period of time in which to do so, the City of Cedar Falls did cause the property located at 1804 Tremont Street (Parcel ID 8914-13-184-001) to be mowed, and by doing so, incurred expenses for said services, and

WHEREAS, after invoices and notices for the services performed for the mowing were sent to the property owner of record, the owner of record has failed to pay these costs to the City of Cedar Falls.

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, lowa, that the unpaid costs incurred by the City of Cedar Falls, lowa to mow the above-described property, in the amount of \$216.81, be assessed as a lien against the following described real estate, as provided by law, together with the administrative expense of \$5.00, and a \$52.00 filing fee to the Black Hawk County Recorder's Office, pursuant to Cedar Falls Code Section 15-5, said real estate being legally described as follows:

Lattas 1st Addition, Lot 2, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8914-13-184-001

BE IT FURTHER RESOLVED that the City Clerk of the City of Cedar Falls, Iowa, is hereby authorized and directed to place said assessment of record with the proper officials of Black Hawk County, Iowa, in order to make the assessment a lien against the above-described real estate, to be collected in the same manner as property taxes, as provided by law.

PASSED AND ADOPTED this 4th day of November, 2019.

ATTEST:	James P. Brown, Mayor	-
Jacqueline Danielsen, MMC, City Clerk	×	

1

ITEM 15.

CITY OF CEDAR FALLS 220 CLAY STREET CEDAR FALLS, IA 50613

(319) 273-8600

DATE: 9/30/19

TO: DALE & WINONA DUFF 1804 TREMONT STREET CEDAR FALLS, IA 50613

TYPE: MS - MISCELLANEOUS CUSTOMER NO: 5501/5501 ______ REF-NUMBER DUE DATE TOTAL AMOUNT CHARGE DATE DESCRIPTION .00 0/00/00 BEGINNING BALANCE INMSC 8/29/19 MOWED LAWN ON 08/19/19 35989 9/30/19 213.61 PER ORDINANCE 17-246 \$166.25 PROFESSIONAL LAWN CARE INV.#15435 \$47.36 CODE ENFORCEMENT 10/30/19 3.20 GFFIN 9/30/19 FINANCE CHARGE-GEN FUND

1.5 % LATE FEE WILL BE ASSESSED ON PAYMENTS OVER
30 DAYS

CURRENT 30 DAYS 60 DAYS 90 DAYS

3.20 213.61

 DUE DATE: 10/30/19
 PAYMENT DUE: 216.81

 TOTAL DUE: \$216.81

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 9/30/19 DUE DATE: 10/30/19 NAME: DUFF, DALE & WINONA CUSTOMER NO: 5501/5501 TYPE: MS - MISCELLANEOUS

REMIT AND MAKE CHECK PAYABLE TO: CITY OF CEDAR FALLS 220 CLAY STREET CEDAR FALLS IA 50613 (319) 273-8600

TOTAL DUE:

\$216.81



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

CITY OF CEDAR FALLS, IOWA

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

www.cedarfalls.com

October 2, 2019

Dale & Winona Duff 1804 Tremont Street Cedar Falls, IA 50613

Dear Dale & Winona Duff,

Enclosed you will find your latest statement. There is an outstanding charge for Code enforcement-mowing on 8/19/19 for \$213.61, as well as late fees of \$3.20 for a total amount due of \$216.81. If no payment is received by October 16, 2019 we will put a lien on your property.

If you have any questions, please feel free to call me at 319-268-5104. We thank you for your immediate attention to this matter.

Remit to:

City of Cedar Falls

Accounts Receivable

220 Clay Street

Cedar Falls, IA 50613

Sincerely,

City of Cedar Falls

Andrea Ludwig Financial Clerk

Enclosure

ITEM 15.

CITY OF CEDAR FALLS 220 CLAY STREET CEDAR FALLS, IA 50613

(319) 273-8600

TO: DALE & WINONA DUFF

1804 TREMONT STREET

CEDAR FALLS, IA 50613

INVOICE NO: 35989

DATE: 8/29/19

TYPE: MS - MISCELLANEOUS CUSTOMER NO: 5501/5501

______ UNIT PRICE EXTENDED PRICE QUANTITY DESCRIPTION ______ _____ 213.61 213.61 MOWED LAWN ON 08/19/19 1.00 PER ORDINANCE 17-246

\$166.25 PROFESSIONAL LAWN CARE INV.#15435 \$47.36 CODE ENFORCEMENT

1.5 % LATE FEE WILL BE ASSESSED ON PAYMENTS OVER 30 DAYS

TOTAL DUE:

\$213.61

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 8/29/19 DUE DATE: 9/30/19 NAME: DUFF, DALE & WINONA TYPE: MS - MISCELLANEOUS

CUSTOMER NO: 5501/5501

REMIT AND MAKE CHECK PAYABLE TO:

CITY OF CEDAR FALLS 220 CLAY STREET

CEDAR FALLS

IA 50613

INVOICE NO: 35989 TERMS: NET 30 DAYS

AMOUNT:

Professional Lawn Care, LLC



Dennis Lickteig P.O. Box 1942 Waterloo, Iowa 50704 Phone (319) 233-3942 Prolawn@mchsi.com



Snow Removal Salt & Sand Parking Lots Hauling Snow Irrigation Repair

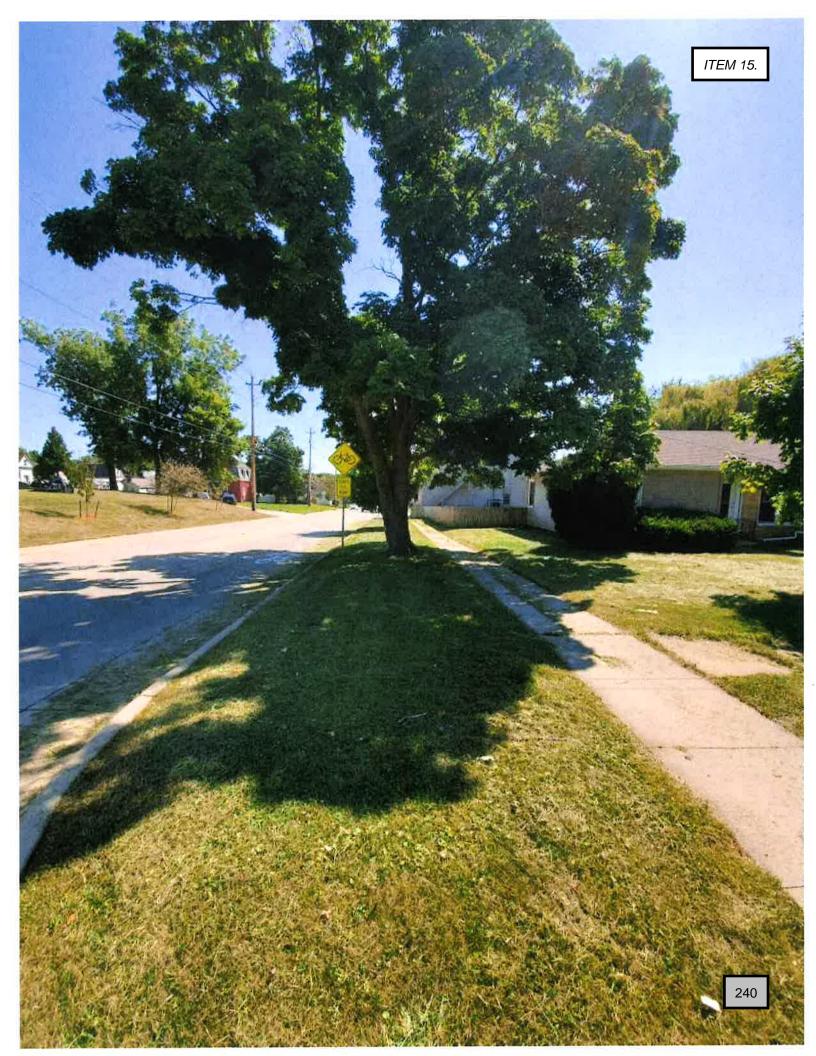
City of Cedar Falls Dept. of Public Works 2200 Technology Parkway Cedar Falls, IA 50613 319-273-8629

Garden Tilling Power Raking Hedge Trimming Tree Pruning Weed Mowing Lawn Mowing Garden Plowing Fall Clean up Vacuum Leaf Raking

Date Invoice Number 15435

3/19/2019	Code Enforcement mowing at 1804 Tremont 1.75 Hour at \$95	.00 per hour	\$166.25
	*	Sum of Charges	\$166.2
Tha	ank You, We appreciate your Business	Tax	\$0.00
		Total	\$166.2







C E D A R F A L L S Tours

DEPARTMENT OF COMMUNITY DEVELOPMENT

CODE ENFORCEMENT
CITY OF CEDAR FALLS, IOWA
220 Clay Street
Cedar Falls, IA 50613
Phone(319) 273-8606
Fax (319) 273-8610
www.cedarfalls.com

LEGAL NOTICE OF NUISANCE TO BE ABATED: GRASS AND WEEDS

EFFECTIVE DATE OF THIS NOTICE:

8/9/2019

Case # 19-0273-GRSS

PROPERTY RESIDENT:

Dale L Duff, Winona A Duff

PROPERTY ADDRESS:

1804 Tremont St

Property Owner Name:

Dale L Duff, Winona A Duff

Property Owner Address:

1804 Tremont St, 1804 Tremont St

Cedar Falls, IA 50613, Cedar Falls, IA 50613

Winona

I understand that you no longer own this property; but it needs to be mowed if you can forward this letter to your lawyer or the holding bank. If it is not mowed the fee will be accessed to the property.

A complaint has been brought to the attention of this office and an inspection of the property found that weeds and grass have been allowed to become a nuisance. The property is legally described as follows:

LATTAS 1ST ADDITION ALL LOT 2 EXC S 12 FT ALL LOT 3 EXC S 12

Please refer to Ordinance Section 17-246 for orientation purposes and compliance requirements. Your cooperation in complying with this ordinance is appreciated. The City will inspect the property in seven (7) days from the date of this mailing notice, on 08/08 to confirm compliance with the Ordinance requirements.

Grass is over 8" in height and there is a large amount of volunteer over growth of bushes and trees around foundation of property that need to be removed.

Also the refuse by the garage needs to be removed.

If the property is not brought into compliance after the seven days, the City will mow the property to bring it into compliance.

This is the only notice you will receive this season.

Any future violations of the ordinance stating grass shall not exceed more than 8" in height, will be automatically scheduled and mowed by the city of Cedar Falls; and billed to you which includes labor, equipment and legal fees.

Code SectionNature of the ViolationComply By

Sec. 17-246. - Noxious weeds prohibitedit shall be unlawful for the owner or person in possession or control of any land within the city to maintain, cause or permit a nuisance as defined in this section to exist upon such land. For purposes of this section, the term "nuisance" means noxious weeds, which shall include the following:

(1)

Those defined in Iowa Code § 317.1A.

(2)

Grass and weeds exceeding eight inches in height;

(3)

Volunteer trees, bushes or other vegetation that have not been intentionally planted or which have spread through natural means into unsuitable or unsightly areas, such as in cracks or crevices along building foundations, driveways, retaining walls, sidewalks, or other similar improvements.08/15/2019

Citation PointsAbatement ActionPointed Assessed Mow tall grass and weeds on the property. Trim or remove all volunteer growth.

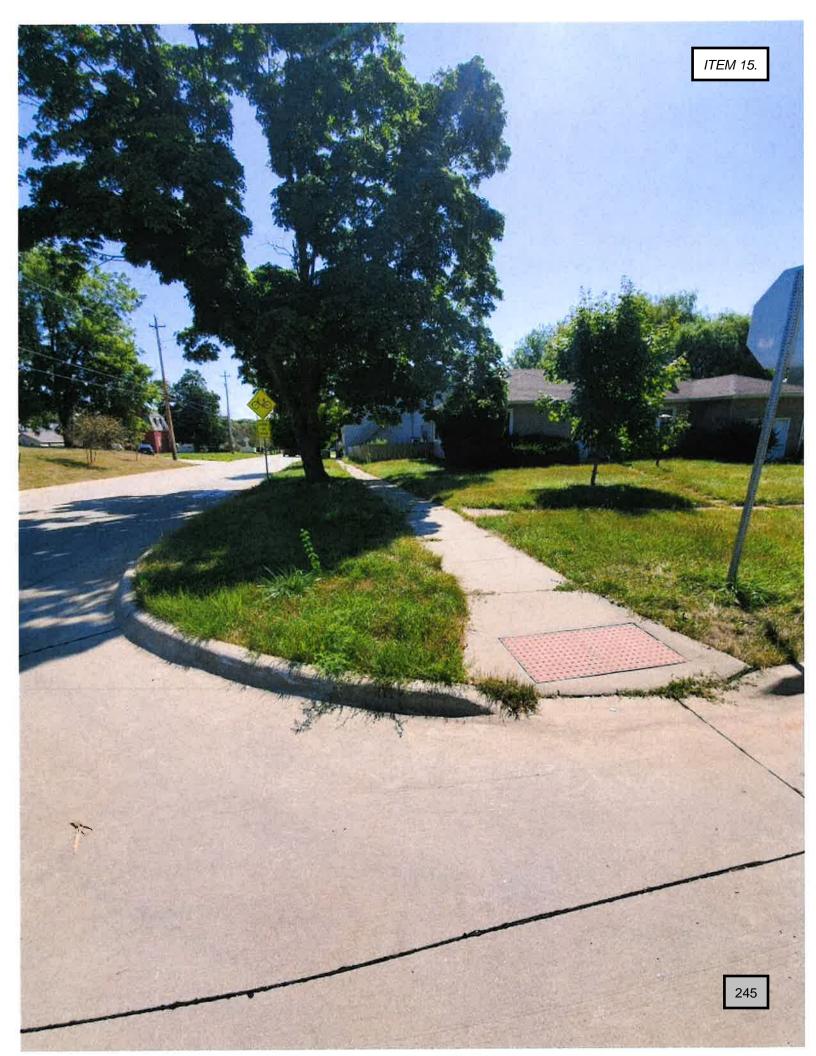
Further, please be notified that the actual cost and expense of cutting or otherwise destroying the vegetation (manpower, equipment, fuel, etc.), together with the costs of supervision and administration up to the time the property is brought into compliance, shall be recovered by an assessment against the tract of land on which the vegetation is growing. The City shall send an invoice for the total expenses incurred by regular mail to the property owner who failed to abide by the notice to abate, and if the amount shown by the invoice has not been paid within 30 days of the invoice date, the City Clerk shall certify the total amount of the invoice plus any administrative costs to the County Treasurer and such costs shall then be collected with, and in the same manner as, general property taxes.

If you should have any questions concerning this matter,
Please contact Greg Rekward at code enforcement office at (319) 268-5186
Or reach to Brett Morris Public Works and Parks Division at 319-268-5516
If you have already taken care of this problem, the Park Division appreciates your cooperation.

CITY OF CEDAR FALLS CODE ENFORCEMENT

Officer Greg Rekward
Code Enforcement Officer











DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM

TO: Mayor Brown & City Council Members

FROM: Jennifer Rodenbeck, Director of Finance & Business Operations

DATE: October 31, 2019

SUBJECT: Lobbyist Contract

As you are aware, we have been working with Matt Eide for the past several years for lobbyist services for the City. We determined that due to the length of time, it was probably appropriate to solicit requests for proposals from other firms. In August we sent out RFPs to seven firms and we received five proposals back. An interview team of Ron Gaines, Kevin Rogers, Tom Blanford, and myself interviewed all five firms. After much discussion, the interview team is recommending Cope Murphy as our new lobbyist firm. We are recommending this firm based on the fee, their interview presentation, the services they are proposing to provide, and the positive recommendation we received on them.

We are proposing a three-year contract with Cope Murphy and their proposed fee is \$18,000/year. A contract with the firm is attached for your review.

If you have any questions, please feel free to contact any one of us on the interview team.



SERVICES AGREEMENT

This Agreement ("Agreement") is entered into by the **City of Cedar Falls** ("Client"), located at 220 Clay Street in Cedar Falls, Iowa 50613, and **Cope Murphy + Co**. **LLP** ("CM+C"), located at 6165 N. W. 86th Street, Suite 224, Johnston, Iowa 50131.

The parties hereby agree to the following terms, conditions and provisions:

TERM

The term of this agreement shall begin on January 1, 2020 and end December 31, 2022 or when terminated by either party as hereinafter provided or by mutual agreement.

SERVICES AND DELIVERABLES

CM+C shall provide Client the following services and deliverables:

2020, 2021, & 2022 LEGISLATIVE SESSIONS and INTERIMS

On matters identified by Client, monitor and track legislative activity including representation services as registered lobbyists. These services shall include providing strategic recommendations in response to this activity, setting up and participating in formal and informal meetings with key decision makers, legislators and other influential persons, meetings with Client staff and board members, if applicable, and periodic briefings as requested by Client. Post-session activities shall include monitoring legislative interim committees and the Administrative Rules Review Committee, maintaining legislative staff contacts and, as requested by Client, maintaining favorable relationships with relevant executive branch agencies including the Governor's Office.

- Furnish Client with relevant copies of legislative work products (such as bills, amendments, committee reports, testimony and media releases) and a written summary of CM+C's services as may from time to time be requested.
- Furnishing legislative and executive branch work products and reports on activities relevant to Client's governmental relations objectives including meeting with Client staff and board members, as applicable.

PAYMENT TERMS

Client shall pay CM+C \$18,000 for each of the calendar years 2020, 2021, and 2020 which shall be invoiced in four installments on the first day of January, April, July, and October and which shall be due and payable 30 days thereafter to the order of Cope Murphy + Co. LLP, with remittance postal mailed to Cope Murphy + Co. LLP, c/o Brice Oakley, 4004 Grand Avenue, Suite 302, Des Moines, Iowa 50312-2740, unless otherwise provided.

Client shall reimburse CM+C for up to \$500 in reasonable expenses incurred during the term of this agreement in connection with the performance of its services (such as client-related travel mileage outside of Polk County at 50 cents per mile,) upon submission of proper documentation and such other expenses as Client may approve in advance.

INDEPENDENT CONTRACTOR

CM+C's status in all matters pursuant to this contract shall be that of an independent contractor. The term "independent contractor" will include all of CM+C's employees, representatives, and subcontractors. CM+C will not directly or indirectly represent or imply in any way that CM+C is an employee of Client. CM+C is not eligible for Client employee benefits or any other considerations of Client employment, nor is CM+C allowed to use Client's letterhead, business cards, trademarks, or other forms of its identification. CM+C is not entitled to privileges, services, facilities, and benefits that are available to Client's employees.

TERMINATION

Without cause, either party may terminate this agreement after giving 30 days prior written notice to the other. In the event of termination, CM + C shall be entitled to fees pro-rated only through date of termination.

NOTICES

Formal notices required herein shall be sent by postal or email with return receipt requested to the addresses noted above.

TITLE AND OWNERSHIP OF WORKS MADE FOR HIRE

The parties agree that new, original, custom-developed works produced by CM+C pursuant to this agreement shall be works made for hire and shall become the sole property of Client. Title and ownership thereto shall belong to and vest exclusively in Client.

NON-DISCLOSURE AND CONFIDENTIALITY OF PROPRIETARY INFORMATION

CM +C shall protect and maintain the confidentiality of Client's, and its members, reports, data, information, systems, documentation, and the like, whether reduced to writing or otherwise provided to CM+C by reason of this agreement. CM+C shall not disclose such information to any person or entity other than CM+C's employees or subcontractors who need such information to perform their work pursuant to this agreement. However, CM+C does not provide legal services and therefore none of the above matters are protected by an attorney-client privilege.

NOTIFICATION AND REVIEW OF CLIENT POSITIONS

CM+C shall notify Client prior to representing a client on a matter related to Client's interests. CM+C may represent the client, if Client and CM+C agree in writing on a scope or manner of representation that is consistent with Client's interests. However, CM+C shall not represent the client if Client determines, in its sole discretion, that such client is taking, or could take, a position which would be significantly inconsistent with any position Client has taken, or may expect to take.

COMPLIANCE WITH LOBBYING LAWS

CM+C and Client shall comply with all applicable State of Iowa lobbying laws and regulations and to provide each other, as requested, with a copy of their respective lobbyist registration or reporting forms filed with the appropriate state agencies, offices, or legislative officials. CM+C shall prepare, at Client's request, such filings for Client approval and signature.

SUBCONTRACTING AND ASSIGNMENT

No work performed pursuant to this Agreement may be sub-contracted in whole or in part by CM+C without the prior written consent of Client. Notwithstanding any such consent by Client, CM+C shall be and remain solely and completely liable to Client for all work performed.

This agreement may not be assigned or otherwise transferred by CM+C without the prior written consent of Client.

GOVERNING LAW

This agreement shall be governed, construed, and interpreted under the laws of the State of Iowa.

ENTIRE AGREEMENT; AMENDMENT

This agreement constitutes the entire agreement between the parties with regard to the subject matter hereof, and supersedes any prior oral of written agreements regarding the same.

This agreement may be amended only by an instrument in writing and signed by authorized representatives of both parties.

The terms, conditions and provisions of this Agreement are hereby

AGREED TO AND APPROVED BY:
City of Cedar Falls
James P. Brown, Mayor
(Date)
COPE MURPHY + CO. LLP
Tom Cope, Principal
(Date)





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

INTEROFFICE MEMORANDUM

TO: Mayor Brown & City Council Members

FROM: Jennifer Rodenbeck, Director of Finance & Business Operations &

Chase Schrage, Director of Public Works

DATE: October 31, 2019

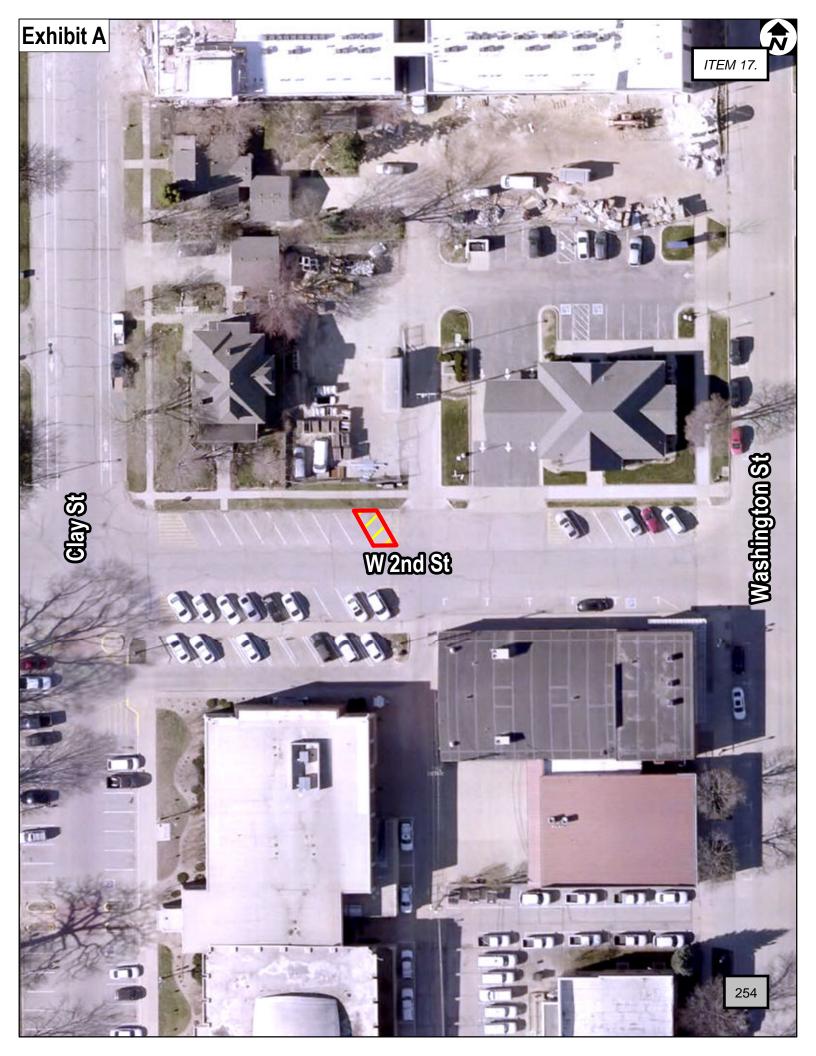
SUBJECT: Pilot Program – Level 2 Electric Vehicle (EV) Charger

Cedar Falls Utilities (CFU) staff has been working with staff here at the City about options for EV chargers. One of the locations CFU is interested in is a spot in the downtown area. After discussion we thought a good test spot may be a parking space on the north side of city hall on the north side of 2nd street. The charger would be a level 2, which means that it would take approximately 6-8 hours for a car to be fully charged.

We are looking at CFU and the City partnering on the project by the City supplying the parking space and the funds for the cost of the charger, approximately \$10,490 and CFU will be responsible for the installation, including the transformer, line extensions, meter socket, breakers, etc, which they are estimating at \$9,500. After installation, CFU is proposing that the City and CFU split the maintenance costs 50/50 but then share in the charging revenue 50/50 as well. CFU and City staff are working on a memo of understanding to formalize the arrangement which will be forthcoming. At this point, to keep the project moving along, we are asking for council approval to authorize the one parking spot for electric vehicles and to authorize the funds to purchase the charger. Funding will be coming from our capital projects fund.

In regards to logistics about the space and the charger, that is why we are looking at this being a pilot program. At this point, we are not submitting ordinances that designate the space or designate the use of the space, we would like to do a test time period first to determine how much use the space gets, how much users are willing to pay for the electric use, etc. At this time, we would sign the spot to say for "Actively Charging Electric Vehicles Only". We would then monitor the spot by giving other vehicles warnings (not actual tickets) and we would also monitor it to ensure that the electric vehicles parked there are actively charging. We will be continuing to work with CFU to determine charging rates. One of the other things we would like to test is how popular it is and whether a 2nd space right next to this one is warranted as well. The charger that will be purchased will have two charging cables, so two spots could be used, but at this time we thought starting with one space during this pilot program is the best option.

If you have any questions about the project, please feel free to contact Chase Schrage or myself.





CEDAR FALLS POLICE DEPARTMENT

CITY OF CEDAR FALLS 220 CLAY STREET CEDAR FALLS, IOWA 50613

319-273-8612

MEMORANDUM

To: Mayor Brown, City Council Members

From: Jeff Olson, Director of Public Safety Services/Chief of Police

Date: October 29, 2019

Re: Tobacco Enforcement Agreement

Attached you will find a Tobacco Enforcement Agreement between the City of Cedar Falls and the Iowa Alcoholic Beverages Division. This agreement requires the Police Division to conduct one compliance check on all retail businesses that sell tobacco between October 1, 2019 and February 15, 2020. The Division shall conduct a second compliance check on any retailer that is found to be non-compliant during the first inspection no later than May 15, 2020. The Iowa Alcoholic Beverages Division will reimburse the City seventy-five dollars per compliance check.

This agreement is similar to those that we have entered into over the past several years and I recommend its approval.

1

28E AGREEMENT FOR TOBACCO, ALTERNATIVE NICOTINE AND VAPOR PRODUCT ENFORCEMENT

SCHEDULE 3

THIS	AGREEMENT	is	made	and	entered	into	on	this		_day	of
		2019	by and	betwe	en the Iow	a Alco	holic	Bever	ages		
Division ("AB	D"), and the Ceda	ır Fa	lls Polic	e Depa	artment					_	
(The "Departm	ent"). The parties	agre	e as follo	ows:							

SECTION 1. IDENTITY OF THE PARTIES.

- 1.1 <u>Iowa ABD.</u> The ABD is authorized pursuant to Iowa Code Chapter 453A and a Memorandum of Understanding with the Iowa Department of Public Health to provide enforcement for Iowa's tobacco, alternative nicotine and vapor product laws. The ABD's address is: 1918 SE Hulsizer Road, Ankeny, Iowa 50021.
- **1.2 Department.** The Department operates a duly recognized Iowa law enforcement agency. The Department's address is:

Cedar Falls Police Department				
220 Clay Street, Cedar Falls, Iowa 50613				

SECTION 2. PURPOSE. The parties have entered into this Agreement for the purpose of providing and funding tobacco, alternative nicotine and vapor product enforcement activities in compliance with Iowa Code § 453A.2.

SECTION 3. TERM. The term of the Agreement shall be from the aforementioned date through June 30, 2020, unless earlier terminated in accordance with the terms of the Agreement.

SECTION 4. FILING. Pursuant to Iowa Code § 28E.8, the ABD shall electronically file the Agreement with the Iowa Secretary of State, after the parties have executed the agreement.

SECTION 5. RESPONSIBILITIES OF THE PARTIES.

- 5.1 Responsibilities of the Department.
 - **5.1.1** <u>Local Tobacco, Alternative Nicotine and Vapor Product Enforcement.</u> The Department shall provide tobacco, alternative nicotine and vapor product enforcement of Iowa Code Chapter 453A.
 - **5.1.2** Compliance Checks. "Compliance checks" mean activity to enforce tobacco, alternative nicotine and vapor product laws in accordance with Iowa Code § 453A.2 within the jurisdiction of the Department. Compliance checks also may

include enforcement of § 453A.2 within additional jurisdictions upon agreement of the Parties. ABD shall make available to the Department the location of each tobacco, alternative nicotine and vapor product permit holder subject to a compliance check by the Department at https://tobacco.iowaabd.com/.

The Department shall perform one (1) compliance check of each tobacco, alternative nicotine and vapor product permit holder within the jurisdiction of the Department during the term of the Agreement. Please note that alternative nicotine and vapor products are age-restricted pursuant to Iowa Code § 453A.2, and are therefore included in the I-PLEDGE program. Attempts to purchase alternative nicotine and vapor products may be conducted at any retailer that sells these products.

The Department shall not begin to conduct any retailer compliance checks until October 1, 2019.

The compliance check shall be completed and submitted for reimbursement to ABD by **February 15**, **2020**. The Department should try to complete a compliance check of all seasonal businesses such as golf courses, marinas and bait shops before the businesses close for the 2019 business year, but not before October 1, 2019. If the department is unable to complete the compliance checks on seasonal businesses prior to the businesses close for the 2019 business year, the Department shall work with ABD to establish a plan for completing these compliance checks.

The Department shall conduct a second compliance check on any retailer that is found to be non-compliant during the first inspection. The second compliance check on the non-compliant retailer shall be completed and entered no later than May 15, 2020.

Clerks that fail compliance checks shall be ticketed criminally.

The Department shall, within seven (7) business days, notify the retail owner or manager of any violation. Within seventy-two (72) hours of the Department issuing a citation for a violation of Iowa Code § 453A.2(1) to a permit-holder or employee of a permit-holder, the Department must notify the local permit-issuing authority that issued the tobacco, alternative nicotine and vapor product permit to the retailer where the offense was committed.

If the Department fails to complete and submit reimbursement for compliance checks to ABD by **February 15, 2020**, ABD will consult with the Department to establish a plan for completing the remaining compliance checks. In the event that the Department fails to execute the agreed upon plan, the Department agrees that ABD may authorize the Iowa State Patrol or other law enforcement agency to conduct any remaining compliance checks.

Youth Volunteers. Utilization of youth volunteers is strongly encouraged where feasible. The Department may compensate the youth involved in the compliance

checks in a manner consistent with Section 6. Keep in mind that the federal government (SYNAR) will not allow minors under the age of sixteen (16) to be used to conduct compliance checks. Please ensure that the officers assigned to conduct the compliance checks do not work with a youth younger than age 16.

- **5.1.4** Routine Enforcement. In addition to conducting compliance checks, the Department agrees to regularly enforce youth tobacco, alternative nicotine and vapor product laws by ticketing youth offenders.
- **5.1.5** <u>Civil Proceedings.</u> The Department shall cooperate with city, county and state prosecutors if civil permit proceedings are initiated against a tobacco, alternative nicotine and vapor product permit holder. The Department shall also cooperate in proceedings against cited clerks and minors. Cooperation shall include, but not be limited to, sharing investigative reports and copies of issued citations, as well as providing witness statements and testimony.
- **5.1.6** Compliance Reports. The Department shall provide monthly reports to the ABD in the manner prescribed by the ABD.
- **5.1.7** Miscellaneous. The Department shall be responsible for the day-to-day administration of its tobacco, alternative nicotine and vapor product enforcement activities. The Department shall provide all office space, equipment and personnel necessary to conduct tobacco, alternative nicotine and vapor product enforcement activities under the Agreement. The Department is solely responsible for the selection, hiring, disciplining, firing and compensation of its officers.

5.2 Responsibilities of the ABD.

- **5.2.1** Enforcement Guidance. The ABD shall provide guidance on tobacco, alternative nicotine and vapor product enforcement to the Department, if needed, and cooperate with the Department in the performance of the Agreement.
- **5.2.4** Payment. The ABD shall pay the Department in the manner described in Section 6.
- 5.2.5 <u>Cooperation.</u> If ABD believes that any officer of the Department fails to perform duties in a manner that is consistent with the Agreement, the ABD shall notify the Department. The Department shall then take such action as necessary to investigate and, if appropriate, discipline or reassign the officer away from tobacco, alternative nicotine and vapor product enforcement activities. The ABD shall have no authority to discipline or reassign an officer, except that the ABD shall have the authority to stipulate that a particular officer not be assigned to provide services under the Agreement.
- **5.2.6** <u>Insurance, Benefits and Compensation.</u> The ABD shall not provide for, nor pay, any employment costs of the Department's officers including, but not limited

to, worker's compensation, unemployment insurance, health insurance, life insurance and any other benefits or compensation, nor make any payroll payments with respect to the Department's officers. The ABD shall have no liability whatsoever for all such employment costs or other expenses relating to, or for the benefit of, the Department's officers.

SECTION 6. PAYMENT TO DEPARTMENT.

- 6.1 Method of Payment. In consideration for providing the services required by the Agreement, the Department shall be paid on a flat fee basis of seventy-five dollars (\$75) per reported compliance check. The flat fee payment for each compliance check constitutes the full and exclusive remuneration for the compliance checks. For example, compensation of youth participants is the sole responsibility of the Department and is to be paid from the flat fee payment.
- **Eligible Claims.** Compliance checks that are conducted on or after **October 1, 2019** are eligible for payment provided that the results are reported in accordance with Section 5. Any compliance checks that were funded by a non-departmental entity are not eligible for payment.
- 6.3 Allocations. The costs of the services referred to in Section 6.1 shall be allocated as follows:
 - **6.3.1** Sole Activity. Money paid to the Department, pursuant to the Agreement, shall be used to fund overtime of full- or part-time peace officer positions solely for tobacco, alternative nicotine and vapor product enforcement activities described in the Agreement. Money also shall be used for compensation, if any, of youth participants. In addition, the Department may use money paid pursuant to the Agreement for reasonable Department expenditures, including, but not limited to, officer training and equipment, provided that such expenditures do not impair the Department's ability to perform tobacco, alternative nicotine and vapor product enforcement activities.
 - **6.3.2 Payment in Arrears.** The ABD may pay all approved invoices in arrears and in conformance with Iowa Code § 8A.514. The ABD, consistent with Iowa Code § 8A.514, may pay in less than the specified time period. Payment by the ABD in fewer than sixty (60) days, however, does not constitute an implied waiver of that Code section.

SECTION 7. ADMINISTRATION OF AGREEMENT. The ABD and the Department shall jointly administer the Agreement.

SECTION 8. NO SEPARATE ADMINISTRATIVE ENTITY. No new or separate legal or administrative entity is created by the Agreement.

SECTION 9. NO PROPERTY ACQUIRED. The ABD and the Department, in connection with the performance of the Agreement, shall acquire no real or personal property.

SECTION 10. TERMINATION.

- 10.1 <u>Termination for Convenience</u>. Following twenty (20) days written notice, either party may terminate the Agreement, in whole or in part, for convenience without the payment of any penalty or incurring any further obligation to the non-terminating party. Following termination for convenience, the non-terminating party shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under the Agreement to the terminating party up to and including the date of termination.
- 10.2 <u>Termination Due to Lack of Funds or Change in the Law.</u> Notwithstanding anything in this Contract to the contrary, and subject to the limitations set forth below, ABD shall have the right to terminate this Contract without penalty and without any advance notice as a result of any of the following:
- **10.2.1** The legislature or governor fail in the sole opinion of ABD to appropriate funds sufficient to allow ABD to either meet its obligations under this Contract or to operate as required and to fulfill its obligations under this Contract:
- 10.2.2 If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by ABD to make any payment hereunder are insufficient or unavailable for any other reason as determined by ABD in its sole discretion.
- 10.3 <u>Termination for Cause.</u> The occurrence of any one or more of the following events shall constitute cause for any party to declare another party in default of its obligations under the Agreement:
 - **10.3.1** Failure to observe and perform any covenant, condition or obligation created by the Agreement;
 - **10.3.2** Failure to make substantial and timely progress toward performance of the Agreement;
 - 10.3.3 Failure of the party's work product and services to conform with any specifications noted herein;
 - 10.3.4 Infringement of any patent, trademark, copyright, trade dress or any other intellectual property right.
- 10.4 <u>Notice of Default.</u> If there occurs a default event under Section 10.3, the non-defaulting party shall provide written notice to the defaulting party requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance

continues to be evidenced ten days beyond the date specified in the written notice, the non-defaulting party may either:

- 10.4.1 Immediately terminate the Agreement without additional written notice; or,
- **10.4.2** Enforce the terms and conditions of the Agreement and seek any available legal or equitable remedies.

In either event, the non-defaulting party may seek damages as a result of the breach or failure to comply with the terms of the Agreement.

SECTION 11. INDEMNIFICATION.

- 11.1 By ABD. Consistent with Article VII, Section 1 of the Iowa Constitution and Iowa Code Chapter 669, ABD agrees to defend and indemnify the Department and hold it harmless against any and all liabilities, damages, settlements, judgments, costs and expenses, including reasonable attorney's fees of counsel required to defend the Department, related to or arising out of ABD's negligent or wrongful acts or omissions in the performance of the Agreement.
- 11.2 By the Department. Consistent with Article VII, Section 1 of the Iowa Constitution and Iowa Code Chapter 670, the Department agrees to defend and indemnify and hold the State of Iowa and ABD harmless from any and all liabilities, damages, settlements, judgments, costs and expenses, including reasonable governmental attorney's fees and the costs and expenses of attorney fees of other counsel required to defend the ABD, related to or arising from any negligent or wrongful acts or omissions of the Department in the performance of this Agreement.

SECTION 12. CONTACT PERSON.

12.1 <u>Contact Person.</u> At the time of execution of the Agreement, each party shall designate, in writing, a Contact Person to serve until the expiration of the Agreement or the designation of a substitute Contact Person. During the term of the Agreement, each Contact Person shall be available to meet, as otherwise mutually agreed, to plan the services being provided under the Agreement.

SECTION 13. CONTRACT ADMINISTRATION.

- **Amendments.** The Agreement may be amended in writing from time to time by mutual consent of the parties. All amendments to the Agreement must be fully executed by the parties.
- 13.2 <u>Third Party Beneficiaries.</u> There are no third party beneficiaries to the Agreement. The Agreement is intended only to benefit ABD and the Department.

- Choice of Law and Forum. The terms and provisions of the Agreement shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with the Agreement shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. This provision shall not be construed as waiving any immunity to suit or liability that may be available to the State of Iowa, ABD or the Department.
- **Assignment and Delegation.** The Agreement may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other party.
- 13.5 <u>Integration.</u> The Agreement represents the entire Agreement between the parties and neither party is relying on any representation that may have been made which is not included in the Agreement.
- 13.6 <u>Headings or Captions.</u> The paragraph headings or captions are for identification purposes only and do not limit nor construe the contents of the paragraphs.
- 13.7 Not a Joint Venture. Nothing in the Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture, association of any kind or agent and principal relationship between the parties. Each party shall be deemed an independent contractor acting toward the expected mutual benefits. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon the other party to the Agreement.
- 13.8 <u>Supersedes Former Agreements.</u> The Agreement supersedes all prior Agreements between ABD and the Department for the services provided in connection with the Agreement.
- 13.9 <u>Waiver.</u> Except as specifically provided for in a waiver signed by duly authorized representatives of ABD and the Department, failure by any party at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto.
- 13.10 Notices. Notices under the Agreement shall be in writing and delivered to the representative of the party to receive notice (identified below) at the address of the party to receive notice as it appears below or as otherwise provided for by proper notice here under. This person shall be the Contact Person. The effective date for any notice under the Agreement shall be the date of delivery of such notice (not the date of mailing) which may be effected by certified U.S. Mail return receipt requested with postage prepaid thereon or by recognized overnight delivery service, such as Federal Express or UPS. Failure to accept "receipt" shall constitute delivery.

If to ABD:

Jessica Ekman
Tobacco Program Coordinator
Iowa Alcoholic Beverages Division
1918 SE Hulsizer Road
Ankeny, Iowa 50021

515-281-7434

Email: Ekman@IowaABD.com

If to Department:

Chief Jeff Olson

Cedar Falls Police Department

220 Clay Street

Cedar Falls, Iowa 50613

Email: Jeff.olson@cedarfalls.com

- Cumulative Rights. The various rights, powers, options, elections and remedies of any party provided in the Agreement, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed any party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way un-remedied, unsatisfied or un-discharged.
- 13.12 <u>Severability.</u> If any provision of the Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Agreement.
- 13.13 <u>Time is of the Essence.</u> Time is of the essence with respect to the performance of the terms of the Agreement.
- **13.14 Authorization.** Each party to the Agreement represents and warrants to the other that:
 - 13.14.1 It has the right, power and authority to enter into and perform its obligations under the Agreement.
 - 13.14.2 It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of the Agreement, and the Agreement constitutes a legal, valid and binding obligation upon itself in accordance with its terms.
- 13.15 <u>Successors in Interest.</u> All the terms, provisions and conditions of the Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.
- 13.16 <u>Record Retention and Access.</u> The Department shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to

ABD throughout the term of the Agreement for a period of at least three (3) years following the date of final payment or completion of any required audit, whichever is later. The Department shall permit the Auditor of the State of Iowa or any authorized representative of the State and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Department relating to orders, invoices, or payments or any other documentation or materials pertaining to the Agreement. The Department shall not impose a charge for audit or examination of the books and records.

- **13.17** <u>Additional Provisions.</u> The parties agree that any Addendum, Rider or Exhibit, attached hereto by the parties, shall be deemed incorporated herein by reference.
- **13.18 Further Assurances and Corrective Instruments.** The parties agree that they shall, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Agreement.

SECTION 14. EXECUTION.

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the Agreement and have caused their duly authorized representatives to execute the Agreement.

By Alcoholic Beverages Division

Joshua Happe Regulatory Compliance Bureau Chief	Date			
By Law Enforcem	ent Agency			
Department Official	Date			
Department Witness	Date			

Cedar FAUS P.O.



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 James P. Brown and City Council

FROM: David Wicke, City Engineer, PE

DATE: October 30, 2019

Prof

SUBJECT: Professional Services Agreement, Snyder & Associates, Inc.

2019 Engineering Services
Supplemental Agreement No. 12

Ridgewood and Mandalay Slope Stabilization

City Project No. MC-091-3218

Please find attached Supplemental Agreement No. 12 to the Professional Services Agreement between the City of Cedar Falls and Snyder & Associates, Inc. for 2019 Engineering Services. This supplemental agreement includes the geotechnical investigation, report, recommendation and design for the slope stabilization on the north side of Ridgewood Drive across from 1513 Cherry Lane and on the north side of Mandalay Drive between 1622 and 1710 Mandalay Drive. The agreement includes the geotechnical evaluation and design of a preferred stabilization method for each site upon Owner approval.

The City of Cedar Falls entered into a Professional Services Agreement with Snyder & Associates, Inc. for the 2019 Engineering Services on December 3, 2018. Funding for the Supplemental Agreement #12 will be provided by the 2020 General Obligation Bonds in the amount of \$50,000. This project is included in the City of Cedar Falls' Capital Improvements Program.

The Department of Public Works requests your consideration and approval of this Supplemental Agreement No. 12 with Snyder & Associates, Inc. for the Ridgewood and Mandalay Slope Stabilization.

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

xc: Chase Schrage, Director of Public Works



DEPARTMENT OF PUBLIC WORKS

City of Cedar Falls 220 Clay Street Cedar Falls, Iowa 50613 www.cedarfalls.com

> Engineering Division * Inspection Services Division Phone: 319-268-5161 Fax: 319-268-5197

SUPPLEMENTAL AGREEMENT NO. 12

2019 Engineering Services
Cedar Falls, Iowa
Slope Stabilization
City Project Number MC-091-3218

WHEREAS, a Professional Services Agreement was entered into by the City of Cedar Falls, Iowa (CLIENT), and Snyder & Associates, Inc. (CONSULTANT), of Cedar Rapids, Iowa, dated December 3, 2018 for the municipal engineering support services; and

WHEREAS, the CLIENT and CONSULTANT desire to amend the previous agreement to include Scope of Services and Compensation for additional items required as a part of the 2019 Engineering Services,

NOW THEREFORE, it is mutually agreed to amend the original Professional Services Agreement as follows:

I. SCOPE OF SERVICES

The Scope of Services and basis for Compensation derivation are as follows:

- A. This project generally includes geotechnical analysis and engineering design for slope stabilization for two locations within the City of Cedar Falls.
 - The Ridgewood Drive slope stabilization location is generally located east of W Ridgewood Drive near to the intersection with Cherry Lane across Ridgewood Drive from property address 1513 Cherry Lane.
 - 2. The Mandalay Drive slope stabilization location is generally located north and between the private homes located at 1622 and 1710 Mandalay Drive, in an area where previous storm sewer improvements were conducted by the CLIENT.
 - 3. The CLIENT shall coordinate with private property for site access for the purposes of geotechnical analysis and engineering design.
- B. The CONSULTANT shall perform the necessary surveys within the project limits including location and elevation of existing surface features and to locate, where possible, underground utilities from existing records and field locates, as made available. Topographical survey will be performed to identify the project limits, existing slope conditions, and to demonstrate two cross sections of each, the Ridgewood Drive and

Mandalay Drive slope areas under consideration. Additionally, up to two (2) temporary construction easement exhibits shall be prepared. Acquisition services will be completed by the CLIENT.

- C. The CONSULTANT shall retain the services of geotechnical engineering subconsultant to perform soil drilling and provide the CONSULTANT with field data and a report. The CONSULTANT's subconsultant shall perform laboratory testing on the samples to evaluate site conditions and develop engineering recommendations for the project.
 - 1. At Ridgewood Drive location, geotechnical evaluation will include mobilization of all terrain drilling equipment, utility locates, drilling and sampling of one (1) boring 60-feet deep at the crest of the slope, one (1) boring midway down the slope, and one (1) boring 25-feet deep at the toe of the slope, and laboratory testing will include slope stability analysis of the present slope conditions.
 - 2. At Mandalay Drive location, geotechnical evaluation will include mobilization of hand drilling equipment, utility locates, drilling and sampling of four to six shallow borings around 5-feet in depth along the slope. Review of previous topography and storm sewer construction plans will aid in slope stability analysis of the past and present slope conditions.
 - 3. Based on the results of the geotechnical evaluation, the CONSULTANT or CONSULTANT's subconsultant will prepare an engineering report that details the results of the testing performed, provides logs of the borings, and a diagram of the site/boring layout. The report will include the following:
 - a.Boring logs with field and laboratory data;
 - b.Stratification based on visual soil classification;
 - c.Groundwater levels observed during and after the completion of drilling;
 - d.Site and boring location plans;
 - e.Subsurface exploration procedures;
 - f. Description of subsurface conditions;
 - g.Excavation and dewatering considerations;
 - h.Slope stabilization recommendations;
 - i. Engineering opinion of probable construction costs for each type of recommended stabilization method
 - j. A digital PDF copy of the geotechnical report will be provided to the CLIENT upon request.
 - 4. The results of the engineering report shall be reviewed by the CLIENT and CONSULTANT for selection of the preferred stabilization measures. If necessary, concepts for stabilizing the slopes will be modeled and evaluated with respect to feasibility and effectiveness.
- D. The CONSULTANT shall develop the preliminary design plans for the project letting. Upon completion, the design plans should be approximately 50% complete and include preliminary site restoration design. The deliverables for the preliminary design shall include an electronic 50% plan set and engineer's opinion of probably cost.
 - 1. The Ridgewood Drive slope stabilization project concepts may include measures for decreasing the activating forces such as sheet piling and drainage

- improvements or measures for increasing the resisting forces such as toe berms, rock buttresses, rock key trench, benching, and soil replacement.
- 2. The Mandalay Drive slope stabilization project concepts may include measures for decreasing the activating forces such as drainage improvements or measures for increasing the resisting forces such as rock key trenches, benching, and soil replacement.
- 3. It is understood that this project will be developed for one bid letting package.
- E. Following the review and general approval of the preliminary plans by the CLIENT, the CONSULTANT shall proceed with the development of Final Plans for the project. The CONSULTANT shall incorporate preliminary design review comments, prepare and submit the following for filing with the City clerk; print-ready project manual, print-ready plan set certified by a licensed engineer in the state of lowa.
- F. Additionally, the CONSULTANT shall assist the CLIENT during the bid period in answering questions regarding design intent and prepare addendum for distribution by the Consultant. Furthermore, a recommendation to award shall be provided.

G. ADDITIONAL SERVICES

- 1. The CLIENT may request Additional Services from the CONSULTANT not included in the Scope of Services as outlined. Additional Services may include, but are not necessarily limited to, additional geotechnical services, Phase I Archaeological and Cultural Resources Survey, yard/lawn/pavement restoration following geotechnical fieldwork, repair/replacement of utilities that are incorrectly marked or not made known to the CONSULTANT prior to fieldwork, attending public meetings, permanent acquisition exhibits (e.g. permanent easements), acquisition services, providing testing services, construction services; expanding the scope of the project or the work to be completed; requesting the development of various documents; extending the time to complete a project through no fault of the CONSULTANT; or requesting additional work items that increase the Engineering Services and corresponding costs.
- H. The schedule for providing these services is as follows:
 - 1. Geotechnical Field Work: November 25, 2019
 - 2. Topographic Survey: December 2, 2019
 - 3. Geotechnical Report Submission: December 16, 2019
 - 4. Review Meeting With CLIENT: January 6, 2020
 - 5. Preliminary Design Submittal to CLIENT: January 27, 2020
 - 6. Preliminary Design Review Comments Meeting: February 10, 2020
 - 7. Final Contract Documents Submittal to the CLIENT: March 9, 2020

II. <u>COMPENSATION</u>

Compensation for the Services shall be on an hourly basis in accordance with the hourly fees and other direct expenses in effect at the time the services are performed. Total compensation is a not to exceed fee of \$50,000. The compensation for this supplemental agreement is to be segregated from the original agreement.

III. <u>ASSIGNABILITY</u>

- The CONSULTANT shall not assign any interest in this AGREEMENT and shall not transfer any interest in the same without the prior written consent of the CLIENT. Subconsultants designated as part of this AGREEMENT shall be deemed to be approved when this AGREEMENT is executed.
- 2. Subconsultants are proposed as follows:

Allender Butzke Engineers, Inc.

IV. In all other aspects, the obligations of the CLIENT and CONSULTANT shall remain as specified in the Professional Services Agreement dated December 3, 2018.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year written below.

APPROVED FOR CLIENT	APPROVED FOR CONSULTANT.				
By:	By: Kindsay Blaman				
Printed Name:	Printed Name: Lindsay Beaman				
Title:	Title: Business Unit Leader				
Date:	Date: November 29, 2019				



REDEPARTMENT 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 James P. Brown and City Council

FROM: David Sturch, Planner III

DATE: October 30, 2019

SUBJECT: Encroachment Agreement for North Cedar Neighborhood Association

Several years ago, City Council approved the use of a general Encroachment Agreement that can be entered into between the City and a property owner requesting to utilize City right-of-way for certain minor, unobtrusive improvements in the right-of-way that would provide an enhancement. Prior to the use of our Encroachment Agreement, there was not a mechanism in place to accommodate these minimal and reasonable requests.

The North Cedar Neighborhood Association has been working with staff for the past several months on a request to install a second approximate 6 foot wide by 3 foot tall limestone rock with the neighborhood association name engraved on it within the City's right-of-way. The proposed location of the neighborhood sign would be along



the north side of Lone Tree Road approximately 0.3 miles west of Big Woods Road. This particular location for the sign was chosen by the neighborhood association, as they consider it to be a gateway into northern Cedar Falls from Highway 218.

As you can see in Exhibit "A" attached to the encroachment agreement, the sign will be placed approximately 10 feet away from the pavement of Lone Tree Road. Staff and the representatives from the neighborhood association visited the site to determine the best location for the sign, and the location that was chosen was done so because it would not appear to cause any visual impairment to either vehicular or pedestrian traffic. Staff also consulted with Public Works and the Engineering Department to review the location of the sign and received no concerns. Additionally as outlined in the Encroachment Agreement, if the City or CFU ever needs to undertake construction in this right of way area, the North Cedar Neighborhood Association would be responsible for the removal or relocation of the sign.

The encroachment agreement was drafted by City Attorney Kevin Rogers and was reviewed by the neighborhood association. Staff recommends approving the attached Encroachment Agreement between the City of Cedar Falls and the North Cedar Neighborhood Association.

If you have any questions regarding this project, please contact the Community Development Department.

NORTH CEDAR NEIGHBORHOOD ASSOCIATION (NCNA)

August 14, 2019

Dear Shane Graham or current replacement, and Cedar Falls City Council,

The North Cedar Neighborhood Association has purchased and acquired an engraved limestone rock for the placement along the north side of E. Lone Tree Road near the viaduct. This placement will be near the 300 block of E. Lone Tree Road. We are applying for the encroachment and right of way, approximately 3' by 6' (see site plan: Exhibit A). Any details will be provided by Shane Graham or the new person in his job.

The limestone rock, engraved with *North Cedar Neighborhood*, will be a welcome signage into our residential neighborhood.

Sincerely,

Jo Anne Ove, NCNC secretary

Lorene Wellnitz, member at large

Prepared by: David Sturch, Planner III, 220 Clay Street, Cedar Falls, IA 50613, Phone: (319) 273-8600

ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGE	REEMENT is ent	ered into by and between North Cedar Neighborhood	
Association, an Iowa nonprofit	Corporation, here	inafter "Applicant", and the City of Cedar Falls, Iowa	1,
hereinafter the "City", on this _	day of	, 20	

WHEREAS, Applicant is the North Cedar Neighborhood Association, whose mission is to strengthen the community, promote safety and quality of life, and to facilitate neighbors' pursuit of other common interests; and

WHEREAS, Applicant proposes to build and maintain a <u>Subdivision marker that identifies the North Cedar Neighborhood</u>, hereinafter the "Encroachment", that will encroach into the public right-of-way of the E. Lone Tree Road, hereinafter the "Public Right-of-Way"; and

WHEREAS, a site plan describing the location of the Encroachment Area in relation to the Public Right-of-Way is attached hereto, marked Exhibit "A", and by this reference incorporated herein, hereinafter the "Site Plan"; and

WHEREAS, the City deems it mutually beneficial to the Applicant and to the City for a marker to be placed that identifies the North Cedar Neighborhood; and

WHEREAS, the City is willing to allow the Encroachment to encroach and extend into the City's Public Right-of-Way as herein described, subject, however, to the terms and conditions set forth in this Agreement; and

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

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

- Acknowledgment of City Ownership of Public Right-of-Way. Applicant hereby acknowledges, recognizes and affirms the existence and public ownership of the Public Right-of-Way, and claims no rights or interests therein, except to the limited extent expressly provided for in this Agreement.
- 2. <u>Grant of Encroachment</u>. The City hereby grants Applicant a non-exclusive, limited license and right to construct and maintain the Encroachment within the Encroachment Area of the Public

Right-of-Way, subject, however, to the rights of the City, of the Cedar Falls Utilities, and of any other public or private corporation to which the City has granted a utility license or right-of-way license, for access over, under, or upon the Public Right-of-Way, and expressly subject, however, to the condition that any damage that occurs to the Encroachment, utility facility or culvert during the term of this Agreement shall be at the sole risk and expense of Applicant, including any expenses relating to removal or replacement of the Encroachment, as provided herein.

- 3. Relocation at Request of City or Cedar Falls Utilities. In the event that either the City, or Cedar Falls Utilities, undertakes any construction, reconstruction, repair, replacement, relocation or other modifications to City or Cedar Falls Utilities public infrastructure facilities within the Public Right-of-Way, and such work cannot reasonably be accomplished without the removal of part or all, as the case may be, of Applicant's Encroachment, then, upon reasonable notice from City or Cedar Falls Utilities to Applicant, Applicant shall remove such part or all of the Encroachment from the Encroachment Area. All such costs of removal of Applicant's Encroachment shall be at Applicant's sole cost and expense. In the event Applicant fails to act within a reasonable time to remove the Encroachment, the City or Cedar Falls Utilities may cause such Encroachment of Applicant to be removed, and the cost thereof shall be paid by Applicant. In the event Applicant fails to pay the cost of removal within thirty (30) days of the mailing to Applicant of an invoice for such costs, Applicant authorizes the City to charge to Applicant all costs of removal of the Encroachment incurred by the City or by Cedar Falls Utilities.
- 4. Removal at Request of Other Utility Provider. If a utility provider other than the City or Cedar Falls Utilities obtains a license or permit from the City for installation or relocation of its utility facilities within the Public Right-of-Way that reasonably requires the removal of part or all, as the case may be, of Applicant's Encroachment, Applicant shall remove the Encroachment from the Encroachment Area upon reasonable notice to Applicant, all at Applicant's cost. In the event Applicant fails to remove the Encroachment after reasonable notice from such other utility provider, Applicant shall be responsible for paying such relocation costs to the other utility provider.
- 5. Removal of Encroachment at Request of City. Applicant also acknowledges and agrees that the City may, upon ninety (90) days' advance written notice, terminate this Agreement and require Applicant to permanently remove the Encroachment from the Encroachment Area, if the City determines the removal of the Encroachment is necessary or appropriate for any reason. In that event, all costs of removal of Applicant's Encroachment shall be at Applicant's sole cost and expense. In the event Applicant fails to act within said ninety (90) day period to remove the Encroachment, the City may cause such Encroachment to be removed, and the cost thereof shall be paid by Applicant. In the event Applicant fails to pay the cost of removal within thirty (30) days of the City's mailing of an invoice for such costs to Applicant, Applicant hereby authorizes the City to charge to Applicant all costs of removal of the Encroachment incurred by the City.
- 6. <u>Term of Agreement</u>. The term of this Agreement shall be perpetual, unless terminated pursuant to the provisions of this Agreement.
- 7. <u>Termination of Agreement</u>. This Agreement shall terminate upon the occurrence of any one of the following events:
 - a. The Encroachment is no longer maintained by Applicant or no longer continues to exist; or
 - b. Applicant is required to remove the Encroachment as provided in paragraph 3 or in paragraph 4 of this Agreement; or

c. The City calls for removal of the Encroachment as provided in paragraph 5 of this Agreement.

Upon the happening of any one or more of the foregoing events, Applicant shall promptly remove the Encroachment and all related infrastructure from the Public Right-of-Way at Applicant's sole cost, and this Agreement shall thereupon automatically terminate.

- 8. <u>Effect of Agreement</u>. The provisions of this Agreement shall inure to the benefit of the City, Cedar Falls Utilities, and any other utility provider to which the City has granted a license for installation of its utility facilities within the Public Right-of-Way. The provisions of this Agreement shall be binding upon Applicant, and Applicant's respective grantees, transferees, successors and assigns.
- 9. No Restriction on City Rights. Nothing in this Agreement shall restrict the right of the City to engage in any work anywhere within the public right-of-way of the City, whether occupied by Applicant's Encroachment or otherwise. Without limiting the generality of the foregoing, the City and Cedar Falls Utilities reserve the right to install any public infrastructure that may be deemed necessary or proper by the City or Cedar Falls Utilities anywhere within the public right-of-way, whether occupied by the Encroachment or not. The City may also permit other utility providers or public or private corporations to install facilities within the public right-of-way of the City, and the City shall not be liable to Applicant for any damages to the Encroachment or to the Property of Applicant arising out of any work by such other entities.
- 10. <u>Powers of City</u>. Except as otherwise expressly provided herein, nothing in this Agreement shall be construed to limit any right or power of the City in any manner whatsoever, whether relating to the City's public right-of-way or any other rights and powers of the City.
- 11. Release of Liability and Indemnification. Applicant shall protect, indemnify, defend, and hold the City and its officers, agents and officials, and Cedar Falls Utilities, and any utility provider or other public or private corporation to which the City has granted a license to install utility facilities in the public right-of-way, harmless from any claim or liability, and against all damages or expenses arising directly or indirectly out of the use, presence, maintenance or removal of the Encroachment, including all expenses and reasonable attorneys' fees and costs of litigation. Applicant agrees to accept the risk of having the Encroachment located in the Public Right-of-Way, including the possible risk or damage or injury to the Encroachment, and agrees to release and discharge the City, Cedar Falls Utilities, and any other public or private corporation which has been granted a license to install utility services in the Public Right-of-Way, for damage or injury to the Encroachment or Applicant's Property.
- 12. <u>Delivery of Notices</u>. Any notices hereunder shall be in writing and shall be delivered via certified mail and addressed as follows, unless indicated otherwise in the future:

If to the City: City of Cedar Falls, Iowa

ATTN: City Clerk 220 Clay Street Cedar Falls, IA 50613

If to Applicant or Neighborhood Association: North Cedar Neighborhood Association

2415 Central Avenue Cedar Falls, IA 50613

- 13. Governing Law; Legal Action. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. In any legal proceedings to enforce this Agreement, the parties agree and consent to submit to the jurisdiction and venue of the Iowa District Court for Black Hawk County.
- 14. Entire Agreement. This Agreement, together with any exhibits referenced herein, together constitute the entire Agreement of the parties with respect to the subject matter hereof. This Agreement may not be modified or amended except by a written instrument signed by both parties.
- 15. <u>Recording Fees</u>. Applicant agrees to pay the filing fees to the city clerk to record this Agreement and the accompanying city council resolution approving this Agreement.

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

North Cedar Neighborhood Association	CITY OF CEDAR FALLS, IOWA By: James P. Brown, Mayor ATTEST:
	Jacqueline Danielsen, City Clerk
STATE OF IOWA, COUNTY OF BLACK HAWK, ss This record was acknowledged before me on this 25 by	
STATE OF IOWA, COUNTY OF BLACK HAWK, ss	:
This record was acknowledged before me on thisby James P. Brown, as Mayor, and Jacqueline Danielse	_ day of, 20, en, as City Clerk, of the City of Cedar Falls, Iowa.
	Notary Public in and for the State of Iowa

EXHIBIT A



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DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls 220 Clay Street Cedar Falls, Iowa 50613 Phone: 319-273-8600

Fax: 319-273-8610 www.cedarfalls.com

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor James P. Brown and City Council

FROM: David Sturch, Planner III

DATE: October 30, 2019

SUBJECT: First Amendment to Conditional Zoning Agreement at the southwest corner of Highway

58 and West Ridgeway Avenue

REQUEST: Approve the First Amendment to the Conditional Zoning Agreement for

Relocation of Pylon Sign at the southwest corner of Highway 58 and W.

Ridgeway Avenue

PETITIONER: Midland Atlantic Development Company, LLC, Developer; Mills Properties LLC,

Tenant; VEREIT Real Estate L.P., property owner

LOCATION: Southwest corner of Highway 58 and West Ridgeway Avenue

The applicant has submitted a request to amend the conditional zoning agreement on 49.52 acres of land in regards to the Mills Fleet Farm development at the southwest corner of Highway 58 and W. Ridgeway Avenue. Said agreement was approved by the City Council in conjunction with the rezoning of the property on November 5, 2018.

The petitioner has requested an amendment to their site plan by relocating the Fleet Farm pylon sign. The current location of said pylon sign is near the southeast corner of the building, which is approximately 12 feet below the adjacent grade of the property and it will not be visible to Highway 20. The proposed location of the pylon sign will be placed at the top of the bank with better visibility to the adjacent highway. The proposed location lies within the Highway 58 corridor preservation zone established by the Iowa Department of Transportation. This preservation zone is an area that may be used for future highway purposes in the event that Highway 58 and 20 were reconstructed with a controlled access. The Iowa DOT does not object to the proposed location of the pylon sign with the understanding that if the sign were to be relocated for the reconstruction of Highway 58/20, the owner will be required to move the sign.

Therefore, an amendment to the original zoning agreement will be brought before the City Council for consideration. The Planning and Zoning Commission will discuss this matter at their regularly scheduled meeting on November 6, 2019.

Staff requests that Council set a public hearing date for November 18, 2019 to formally consider the first amendment to the conditional zoning agreement. A full staff report will be provided to City Council prior the public hearing.

RESOLUTION NO.	
NESCHUTION NO.	

RESOLUTION FIXING DATE OF HEARING ON PROPOSED
AMENDMENT TO CONDITIONAL ZONING AGREEMENT FOR PROPERTY
GENERALLY LOCATED AT THE SOUTHWEST CORNER OF HIGHWAY 58 AND W.
RIDGEWAY AVENUE, AND DIRECTING PUBLICATION OF NOTICE OF SAID PUBLIC HEARING

WHEREAS, the property generally located at the southwest corner of Highway 58 and W. Ridgeway Avenue was rezoned to HWY-1 and is subject to a Conditional Zoning Agreement that was approved by the Cedar Falls City Council on November 5, 2018, and

WHEREAS, a commercial development plan was approved by the City Council on December 3, 2018 on said property, and

WHEREAS, a proposal was submitted to the Cedar Falls Planning and Zoning Commission to amend the approved site plan for said property, and

WHEREAS, the amended site plan includes a new location for a pylon sign that requires an amendment to the Conditional Zoning Agreement, and

WHEREAS, said Commission has recommended approval of the amended site plan and Conditional Zoning Agreement, and

WHEREAS, it is desired to submit the same for consideration to the City Council to have a public hearing on the same as provided by law;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA, that there shall be a public hearing on a proposal to amend the Conditional Zoning Agreement for the following described real estate:

All that part of the East ½ of the Northwest Fractional Quarter of Section 2, Township 88 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa, lying Northerly of Highway No. 20 described in 539 LD 76 and 571 LD 973, except those parts conveyed for public highway in 113 LD 199 and 539 LD 85, and also except that part thereof conveyed to the City of Cedar Falls, Iowa, in Doc. No. 2011-00009788;

AND

All that part of the West ½ of the Northeast Fractional Quarter of Section 2, Township 88 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa, lying Northerly and Westerly of Highway No. 20 described in 539 LD 76 and lying Westerly and Southerly of the public highway described in 569 LD 205 and 539 LD 85.

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And that said public hearing shall be held on the 18th day of November, 2019, at 7:00 o'clock P.M., in the Council Chambers in the City Hall of the City of Cedar Falls, Iowa. The City Clerk is hereby authorized and directed to publish notice of said hearing the Waterloo-Cedar Falls Courier, said notice to be published at least seven (7) days prior to the hearing date.

INTRODUCED AND ADOPTED this 4th	day of November, 2019.
ATTEST:	James P. Brown, Mayor
Jacqueline Danielsen, MMC, City Clerk	

NOTICE OF PUBLIC HEARING ON PROPOSED AMENDMENT TO CONDITIONAL ZONING AGREEMENT FOR PROPERTY GENERALLY LOCATED AT THE SOUTHWEST CORNER OF HIGHWAY 58 AND W. RIDGEWAY AVENUE

To Whom It May Concern:

NOTICE IS HEREBY GIVEN that the City Planning and Zoning Commission has recommended to the City Council of Cedar Falls, Iowa, an amendment to the Conditional Zoning Agreement for property described as follows:

All that part of the East ½ of the Northwest Fractional Quarter of Section 2, Township 88 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa, lying Northerly of Highway No. 20 described in 539 LD 76 and 571 LD 973, except those parts conveyed for public highway in 113 LD 199 and 539 LD 85, and also except that part thereof conveyed to the City of Cedar Falls, Iowa, in Doc. No. 2011-00009788.

AND

All that part of the West ½ of the Northeast Fractional Quarter of Section 2, Township 88 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa, lying Northerly and Westerly of Highway No. 20 described in 539 LD 76 and lying Westerly and Southerly of the public highway described in 569 LD 205 and 539 LD 85.

There will be a public hearing on the 18th day of November, 2019, at 7:00 o'clock P.M., in the Council Chambers. Said Conditional Zoning Agreement is now on file in the office of the City Clerk in the City Hall in the City of Cedar Falls, Iowa, and is available for reference and inspection by the public. Objections to said amendment to the Conditional Zoning Agreement may be made in writing at any time prior to the public hearing as set forth herein and oral objections will be heard at said hearing.

Jacqueline Danielsen, MMC, City Clerk