



**AGENDA
CITY OF CEDAR FALLS, IOWA
SPECIAL MEETING, CITY COUNCIL
WEDNESDAY, FEBRUARY 27, 2019
3:30 PM AT CITY HALL**

Call to Order by the Mayor

Roll Call

New Business

1. Resolution approving and authorizing execution of an Agreement with Wantman Group, Inc. (WGI) to perform parking consulting services relative to a College Hill Parking Study.
2. Resolution approving and authorizing execution of a Memorandum of Understanding with Teamsters Union, Local No. 238 relative to shift scheduling.

Adjournment



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
Public Records Division

TO: Mayor Brown and City Councilmembers
FROM: Jacque Daniels, City Clerk
DATE: February 26, 2019
SUBJECT: College Hill Parking Study – Consultant Agreement

During the recent downtown parking study, City Council indicated a desire to complete a similar parking study in the College Hill area. Attached is a proposal from Wantman Group, Inc. (WGI) to complete a parking study in the College Hill area. The scope of the study will be similar to the downtown parking study and will include a number of individual stakeholder meetings and workshops, as well as an assessment of parking inventory, occupancy and turnover. The study will also include a parking impact analysis of the mixed-use project currently being proposed.

WGI would like to get started as soon as possible so they can capture and include the student impact on parking in the college area, therefore we recommend approval of the attached agreement with WGI Inc. Please feel free to contact me at 268-5152 with any questions. Thank you.



February 22, 2019

Ms. Jacque Danielsen, MMC
City Clerk/Parking Enforcement
City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613

Email: Jacque.danielsen@cedarfalls.com

RE: Letter Agreement for College Hill Parking Study

Dear Jacque,

Please accept this as our written letter proposal and agreement to perform parking consulting services as requested in the City of Cedar Falls. We are delighted to have been selected for this assignment and look forward to working with the Parking Committee on a successful project. We anticipate completing our core work by June 30, 2019 with an anticipated contract closeout date of July 31, 2019.

We anticipate a total of four (4) on-site trips to Cedar Falls as follows:

- Trip #1 – Project Kickoff/Initial Data Collection/Stakeholder Meetings (Four Days Minimum).
- Trip #2 – Supplemental Data Collection/Stakeholder Meetings/Internal Report on Initial Findings (Three Days).
- Trip #3 – Public Workshop to Present Preliminary Findings & Recommendations (Three Days).
- Trip #4 – Presentation of Primary Findings and Recommendations (Two Days).

Anticipated Schedule

We understand that UNI Spring Break will be the week of March 18th and that classes end on May 8th. Considering how important student participation in the online survey and public workshops will be, we will plan our work schedule with these dates in mind. We anticipate starting the online survey in early March and making our first site visit during the last week in March. This trip will include parking inventory data collection, field observations and stakeholder meetings. We anticipate returning for site visit #2 during the week of April 15th to perform parking occupancy data collection and to conduct public workshop #1. Site visit #3 will occur in early to mid-May to conduct additional occupancy counts and to conduct public workshop #2. Our final site visit is anticipated to occur in early to mid-June to present final findings and recommendations.

Proposed Fee

We propose to provide consulting services as described in the attached scope of services (**Attachment A**) for a total lump sum fee of **\$44,275**, which includes all anticipated expenses. Additional services over and above our written scope of services, when authorized in writing, will be billed at \$150.00 per hour plus reimbursable expenses.

If you agree with our recommended approach, including our standard terms and conditions (**Attachment B**), please sign below to authorize our services. Our certificate of insurance is also included as **Exhibit 1** attached. We look forward to working with you on this project. Please call us if you have any questions, or if you need additional information.

Sincerely,

WGI Michigan, Inc.



Michael C. Ortlieb, PE
Vice President



Andrew W. Miller, AICP
Project Manager

ACCEPTED BY: CITY OF CEDAR FALLS

Signature

Printed Name

Title

Date

ATTACHMENT A – SCOPE OF WORK

Detailed Work Plan

Phase 1 – Project Kickoff and Communications Plan

1. The first goal of the project is to understand and clearly define the goals and objectives of this study. The clear identification of goals drives the remainder of the study process. With the entire project team understanding desired outcomes, time and energy can be focused on achieving the goals of the project.
2. Review existing data and previous planning projects and reports such as:
 - A. In-House Data
 - a. Year-end Financial Reports for previous four years plus current fiscal year
 - b. Operational policies
 - c. Customer Service policies and procedures
 - d. Technology applications
 - B. Current parking-related codes, zoning requirements and development standards
 - C. Information on any parking-related committees, groups, key stakeholders, etc.
 - D. Current parking inventory maps
 - E. Available information concerning special events in the study area (e.g., number of events, typical attendance levels, parking lot closures, street closures and event planning/staging).
 - F. Parking enforcement policies, staffing, technology and number of citations issued
 - G. Available information concerning current transportation demand management (TDM) policies or programs.
3. Assist the City/College Hill Partnership (CHP) in creating a communication strategy to foster engagement, keep stakeholders and the public informed on the schedule and project progress, and promote the public input processes. Activities may include:
 - A. Develop Project Communication Plan
 - B. Identifying potential media outlets, specifically digital media
 - a. Social media
 - b. Email lists
 - C. Develop project specific content to be posted to the City/CHP websites
 - a. Project schedule and updates
 - b. Online message board forum allowing citizens to voice concerns and ask questions
 - D. Recommendations on promotional and content strategies

Phase 2 – Current Conditions Assessment

Document Parking Inventory and Utilization

1. We will perform detailed GIS mapping of on-street and off-street public and private parking. We believe GIS mapping of all parking assets will be a fundamental, but important tool for future planning and policy making.
2. GIS mapping will be used to digitally record locations of the following parking and transit assets:
 - A. Individual meter locations
 - B. Time limited free spaces
 - C. Bus/transit stops
 - D. Loading zone locations
 - E. On-Street ADA spaces
 - F. Off-street ADA spaces
 - G. Public ramps and lots
 - H. Private ramps and lots
 - I. No parking areas
 - J. Bike racks
3. Once the parking inventory is confirmed, we will perform parking occupancy counts on multiple weekdays during peak parking activity periods and document our findings. We will also perform occupancy counts on one weekend period which will include Friday and Saturday evening counts and field observations. This occupancy and utilization information will be documented in table and graphic form, to include “heat maps” that visually illustrate parking occupancies in aerial map form.
4. We will perform parking turnover counts on key streets that offer time-limited parking to observe and document actual use and turnover patterns at prime on-street parking areas.

Operations, Policy & Technology Review

1. Review operational policies to identify whether goals expressed in Phase 1 are currently being met. This review will include:
 - A. Standard operating procedures
 - B. Off-Street and On-Street rates, fees, and time limits
 - C. Integration of parking with other modes of transportation
 - D. Customer service standards
 - E. Enforcement policies, fines, enforcement times, appeals and final adjudication
 - F. Payment technologies employed
 - G. Staffing patterns

2. Review existing parking related technologies and assess the opportunities to leverage new technologies. The analysis portion of the study will consider factors such as:
 - A. Capital outlay and monthly data costs
 - B. Customer ease of use
 - C. Management and operational requirements
 - D. Opportunities to increase revenue
 - E. Effectiveness of enforcement
 - F. Improved efficiencies
3. Review zoning and planning code regulations specific to the College Hill overlay district development to identify current requirements and potential changes.
4. Review current organizational model, management practices and staffing and provide recommendations on potential improvements.

Parking Budget & Financial Analysis

1. We will review the current fiscal year budget and previous four (4) years of year-end actual revenue and expense reports to identify and document financial trends.
2. The analysis will include a review of options such as special assessments, payment-in-lieu of parking, tax increment financing (TIF), public/private partnerships (P3), and other possible revenue sources.

Parking Enforcement

1. A review of existing parking citation issuance policies, management, technologies, and back-end ticket processing system will be performed; and specific recommendations will be provided to improve efficiencies and enhance the customer experience.

Parking Impact Analysis

1. We will perform a parking impact analysis for the proposed five-story mixed-use project that has been proposed in the College Hill district. This parking impact analysis will attempt to determine anticipated parking demand generated by the proposed project, and to compare the anticipated demand against observed parking occupancies in the project impact area.

Phase 3 – Public Outreach

The WGI team excels at designing processes that effectively engage multiple stakeholder groups, including the public. We use a variety of methods to ensure broad participation, which help to achieve consensus and stakeholder buy-in to the results of the study. When the project has been completed, the high level of stakeholder and public involvement used to conduct the process will lead to a clear consensus on next steps and the path forward. Our public engagement process is described below.

Engagement Groups:

1. **Project Working Group:** Consisting primarily of City/CHP staff, this small group will work directly with the Consulting Team to ensure tasks are completed fully and on schedule. The Consulting Team will meet or talk regularly to review products and progress and suggest changes to approach as conditions might dictate.
2. **Key Stakeholders:** 10-15 individuals/organizations who may have particular insights or a level of investment in the study area that warrants more direct interaction with the Consulting Team. While not exhaustive, the following list is representative of the types of stakeholder groups we would expect to involve in this project.
 - Elected officials
 - University of Northern Iowa Administration (UNI)
 - UNI student population
 - College Hill business and property owners
 - Local institutional and organizational leaders
3. **General Public:** To build consensus for any plan of this scope and breadth, outreach should begin early and should cast a broad net.

Input Forums:

1. **Round Tables:** Conduct a series of focus groups of those who utilize the parking system. These focus groups will be led by our team and will direct attention to perceptions about current parking facilities, technology, ease of use, availability, signage and wayfinding, and overall patron satisfaction.
2. **One-On-One Interviews:** These interviews will be geared toward soliciting input from key stakeholders and select members of City/CHP leadership. Interviews will be one-on-one format allowing participants to provide a candid assessment of conditions and challenges.
3. **Public Workshops:** An initial informational and interactive session followed by a second session to present findings and recommendations will be conducted to allow attendees to share their ideas within a structured and informed setting. The Consulting Team will be responsible for providing meeting content and materials including presentation boards, PowerPoint presentations, base maps, etc.

4. **Online Survey:** We will develop and host an online survey via Survey Monkey. The City/CHP will help to promote the survey effort by providing links to the online survey site via webpages, Facebook, and direct email blasts. The survey will seek to determine among other topics:
 - User demographics
 - Frequency coming to College Hill
 - Reason for visiting College Hill
 - Acceptable walking distances
 - Acceptance of newer technologies and parking apps
 - Use of multi-modal transportation options
 - Transportation preferences
 - Cost sensitivity
 - Residential parking and mobility behavior
 - Open ended responses to gather specific opinions

Phase 4 – Parking Adequacy/Demand Modeling

1. We will compare the projected parking demand against the existing supply of spaces to determine if additional parking capacity will be needed to accommodate current and future demand.
2. We will review information provided by the City regarding future development plans in the study area such as projected employment data, existing and projected land use data, location of proposed future buildings, new developments, creation of new residential space in existing buildings, any anticipated loss of existing parking capacity, and development of new parking facilities or programs.
3. Develop estimates of future parking sufficiency based on current capacity, projected land uses, and application of parking demand ratios. Sufficiency estimates will include Shared Parking Demand modeling to account for shared parking opportunities as they are available throughout the study area. Future parking demand will be presented in the following formats:
 - Short term (1-3 year) and long term (4-7) year estimates.
 - Zone basis.
 - Weekday and weekend demand estimates.

Phase 5 - Planning for Future Parking Supply

1. Develop options for addressing current and projected parking demand. The Project Team will focus on improving the utilization and management of existing parking supplies before adding any new lots or facilities. This could include (but not be limited to):
 - Reviewing existing public parking facilities and recommending efficiency improvements.
 - Identifying opportunities to increase on-street parking supplies in the study area (either through the creation of new spaces or the reconfiguration of existing spaces).
 - Recommending strategies that the City could use to improve the availability of privately-owned parking through potential shared parking opportunities.
 - Providing recommendations to manage existing public parking inventories, improve current operations, and improve the utilization of existing parking.

2. Evaluate the feasibility of renovating existing parking facilities to better serve the College Hill areas. The feasibility analysis will include technical considerations, practicality and cost considerations.
3. Provide recommendations for future parking facility changes/additions. Identify locations for additional parking in off-street lots and possible structures. Determine the number of parking spaces needed and provide preliminary estimates on how much parking could be provided at the potential sites based on available site footprints.
4. Provide preliminary concept drawings of potential parking structure options for sites that are identified as suitable for structured parking. Design concepts will include options for possible commercial mixed-use and/or residential “wrap” options. Estimates of probable construction costs will be included for all concepts that are developed.

Initial Recommendations Review

1. Upon completion of our analysis and public outreach efforts, we will submit an Initial Recommendations Report. The document will present our primary findings and recommendations, and provide preliminary costs for our recommended improvements, including a timeline and phasing plan for implementation.
2. The Initial Recommendations Review will provide a focused opportunity for City/CHP staff to consider how their goals can be achieved and discuss the details of an implementation plan.

Draft and Final Report Submission

Draft Report: We will prepare a draft report summarizing the results of tasks identified above and submit for review. The report will include a set of management, organizational, and financial options, as well as possible planning and code modifications for the City/CHP to consider in redefining the College Hill parking and mobility program to position it for future development activity for the College Hill area.

Final Report: We will incorporate the feedback and comments received from the draft report into the final report document. The final report document will include an executive summary summarizing all elements of our analysis, along with tables, aerial maps, graphs, graphics, and appendices. A recommended implementation plan, including the estimated costs, benefits, and risks of each recommendation, will be included with a breakdown of short-term, mid-term, and long-term parking management and implementation strategies. WGI will provide a presentation of the final report to City leaders and the public.

ATTACHMENT – B

WGI Standard Agreement Provisions



WANTMAN GROUP, INC.
CITY OF CEDAR FALLS AGREEMENT PROVISIONS
SEPTEMBER 2018

1. **Performance:** Wantman Group, Inc.'s ("WGI") services pursuant to this Agreement ("Services") will be performed in a manner consistent with that degree of skill and care ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same geographic area. No other warranties, expressed or implied, are made with respect to WGI's performance of Services. WGI is not a guarantor of the Project for which its Services are directed, and its responsibility is limited to work performed for the Client. WGI is not responsible for acts or omissions of the Client, nor third parties not under its direct control. Client's acceptance of WGI's Services constitutes acceptance of these Terms and Conditions.
2. **Billing/Payments:** Invoices for WGI's Services and reimbursable expenses shall be submitted on a monthly basis. Payment shall be due on the date each invoice is received and shall be deemed delinquent 30 calendar days after issuance. Delinquent invoices shall accrue interest on the balance due at a rate of 5% per annum. Outstanding invoices delinquent beyond 45 calendar days may at WGI's election be deemed a notice to stop performance under this contract, and WGI may in that event suspend its Services until the invoice is paid, with no liability to WGI. Client shall make payment in full at or before delivery to Client of any reports, plans, record drawing, or certifications prepared under this Agreement. Client's failure to timely pay any WGI invoice within 45 calendar days of issuance shall constitute a waiver of any and all claims against WGI. Retainers shall be credited on WGI's final invoice.
3. **Fees:** The WGI fee is a fixed fee, and includes anticipated expenses. All fees for Services are based on a one-time performance only. Additional Services and/or changes in service, whether field or office, shall be performed only after authorization by Client. Fees for changes and/or additional services are not included in this Agreement and shall be invoiced on an hourly fee basis.
4. **Reimbursable Expenses:** Reimbursable expenses are included in the fixed fee. If Additional Services are necessary and authorized by the Client, associated reimbursable expenses, including travel and reproduction, will be invoiced at cost.
5. **Cost Estimates:** Client hereby acknowledges that WGI cannot warrant that estimates of probable construction or operating costs provided by WGI will not vary from actual costs incurred by Client.
6. **Storage:** Material samples not consumed in the performance of WGI's Services may be discarded 30 days after submission of the test report unless Client requests other disposition. After notification to Client, WGI may charge Client for extended storage of materials, records, or equipment.
7. **Consequential Damages:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor WGI, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project, WGI's Services, or this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both Client and WGI shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this Project.
8. **Hazardous Materials:** WGI shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. WGI's Services expressly exclude any Services for Client involving or related in any manner to hazardous substances.
9. **LIMITATION OF LIABILITY:** To the fullest extent permitted by law, should WGI or any of its employees (professional or otherwise) be found to have been negligent in the performance of the Services, or to have made or breached any express or implied warranty, representation, or obligation under this Agreement, Client, all parties claiming through Client and all parties claiming to have in any way relied upon WGI's Services or the representations of the employees and agents of WGI agree that the maximum aggregate amount of the liability of WGI, its officers, employees and agents shall be limited to \$50,000.00 or the total amount of the fee actually paid to WGI for its Services performed with respect to the Project, whichever is greater.

In the event Client is unwilling or unable to limit WGI's liability in accordance with the provisions set forth in this subsection, Client may, upon written request of Client received within five days of Client's acceptance hereof, increase the limit of WGI's liability to a maximum of \$1,000,000.00 by agreeing to pay WGI a sum equivalent to an additional amount of 10% of the total fee, or \$10,000.00, whichever is greater, to be charged for WGI's Services. In the event professional fees increase during the Project, Client agrees to pay an additional 10% of said increase for the aforementioned higher limits on professional liability. This charge is not to be construed as being a charge for insurance of any type but is increased consideration for the greater liability involved. In any event, attorney's fees expended by WGI in connection with any claim shall reduce the amount available and only one such amount will apply to any Project.

If any of the above provisions of this paragraph is/are deemed invalid or unenforceable for any reason, WGI's liability shall not exceed the policy limits of any insurance policy providing coverage for WGI's Services on the Project. The provisions of this paragraph shall inure to the benefit of WGI's agents, representatives, consultants, officers, directors, and employees.

WGI's agents, representatives, consultants, officers, directors, and employees shall be considered third-party beneficiaries for the purposes of this paragraph. The provisions of this paragraph shall survive the termination of this Agreement.

10. **Termination of Services:** Except in situations involving default for non-payment by Client to WGI, in the event of any default arising under this Agreement, the defaulting party shall be entitled to receive written notice specifying the default and the actions to be taken to cure the default. The party receiving the notice of default shall have 7 business days from the date of receipt of the notice to cure the specified default. In the event that the party fails to cure the specified default, the adverse party may declare a breach of this Agreement and terminate this Agreement upon serving a written notice of termination. In the event of such termination, Client shall pay WGI in full for all Services rendered up to the time of termination.
11. **Events of Default:** Client shall be in default under this Agreement if (i) it fails to pay in full any invoice from WGI on the due date or fails to make any other payment due to WGI under this Agreement, (ii) it fails to observe or perform any other term, condition or covenant under this Agreement, (iii) it breaches any warranty or representation made under this Agreement, (iv) it dissolves, terminates or liquidates its business, or its business fails or its legal existence is terminated or suspected, (v) it commences any voluntary or involuntary bankruptcy, reorganization, insolvency receivership, or other similar proceeding is commenced by or against Client, or (vi) it becomes insolvent, makes an assignment for the benefit of creditors, or conveys substantially all of its assets.
12. **Ownership of Instruments of Service:** All plans, data, reports, drawings, specifications, maps, surveys, ideas, scripts, sketches, designs, CADD files, field data, notes, and other documents and instruments prepared by WGI or its subconsultants, whether such work product is tangible or intangible ("Instruments of Service") shall remain the sole and exclusive property of WGI until such time as Client makes full and final payment to WGI pursuant to the terms set forth in this Agreement, and until such time, Client shall not use, deliver, solicit, transmit, or otherwise employ the Instruments of Service, whether directly or indirectly, by any means or manner. Client understands that changes or modifications to the documents made by anyone other than WGI may result in adverse consequences which WGI can neither predict nor control.
13. **Electronic Files:** Any electronic files provided are non-certified recordings of printed documents prepared by WGI. These files are provided only for the convenience of Client, or other Receiving Party, and are intended solely for the exclusive use by that party for the purposes expressly authorized. In accordance with standard industry practice, only printed copies of documents conveyed by WGI may be relied upon. Under no circumstances shall these files be used for construction or staking. Any use of the information obtained or derived from these electronic files will be at Client's, or other Receiving Party's, sole risk. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, Client, or other Receiving Party, agrees that it has 30 days to perform acceptance tests, after which it shall be deemed to have accepted the data thus transferred.
14. **Successors and Assigns:** Client shall not assign, sublet, or transfer any rights under or interest in this Agreement without the prior written consent of WGI. WGI shall not assign, sublet, or transfer any rights under or interest in this Agreement without the prior written consent of the Client. Except where specifically stated otherwise in this Agreement, nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Client or WGI.
15. **Third Parties:** Except as expressly provided herein, nothing in this Agreement shall confer any right, remedy or claim upon any person or entity not a signatory to this Agreement.
16. **Severability and Survival:** If any term of this Agreement is to any extent held to be invalid or unenforceable, then such term shall be excluded to the extent of such invalidity or unenforceability, and all other terms hereof shall remain in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between Client and WGI shall survive the completion of WGI's Services hereunder and the termination of this Agreement.
17. **Merger and Amendment:** This Agreement constitutes the entire agreement between WGI and Client, and all negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both WGI and Client.
18. **Applicable Law and Venue:** This Agreement shall be governed by the laws of the state of Iowa. Venue for all disputes between the Parties arising from or relating to this Agreement shall lie exclusively in a court of competent jurisdiction in the county in which the subject project is located.
19. **Mediation:** All *disputes* between the Parties arising out of or relating to this Agreement shall be submitted to non-binding mediation as a condition precedent to litigation, unless the Parties mutually agree otherwise in writing.
20. **Insurance:** WGI will maintain the minimum insurance coverage and limits in accordance with the Client's Insurance Schedule Exhibit 1 (appended to this document).
21. **Term:** This Agreement will end 180 days after the date of execution.

EXHIBIT 1 – INSURANCE SCHEDULE

General Liability (Occurrence Form Only):

Commercial General Liability	
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit (any one occurrence)	\$ 50,000
Medical Payments	\$ 5,000

Automobile: *(Combined Single Limit)* \$1,000,000

If the Contractor does not own any vehicles, coverage is required on non-owned and hired vehicles.

Standard Workers Compensation

Statutory for Coverage A	
Employers Liability:	
Each Accident	\$ 500,000
Each Employee – Disease	\$ 500,000
Policy Limit – Disease	\$ 500,000

Umbrella: \$3,000,000

The Umbrella/Excess Insurance shall be written on a per occurrence basis and if the Umbrella/Excess is not written on a follow form basis it shall have the same endorsements as required of the primary policy(ies).

Errors & Omissions: \$1,000,000

**CITY OF CEDAR FALLS, IOWA
ADDITIONAL INSURED ENDORSEMENT**

The City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, are included as Additional Insureds, including ongoing operations CG 2010 07 04 or equivalent, and completed operations CG 2037 07 04 or equivalent. See Specimens.

This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.

**GOVERNMENTAL IMMUNITIES ENDORSEMENT
(For use when including the City as an Additional Insured)**

1. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Cedar Falls, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Cedar Falls, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
3. Assertion of Government Immunity. The City of Cedar Falls, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Cedar Falls, Iowa.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Cedar Falls, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Cedar Falls, Iowa.
5. No Other Change in Policy. The insurance carrier and the City of Cedar Falls, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

CANCELLATION AND MATERIAL CHANGES ENDORSEMENT

Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: Risk Management Office, City of Cedar Falls, City Hall, 220 Clay Street, Cedar Falls, Iowa 50613. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached. Contractor agrees to furnish the City with 30 days advance written notice of cancellation, non-renewal, reduction in coverage and/or limits, and 10 days advance written notice of non-payment of premium.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/25/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	CONTACT NAME: Katie Kresner PHONE (A/C, No, Ext): 770.552.4225 FAX (A/C, No): 866.550.4082 E-MAIL ADDRESS: Katie.Kresner@greyling.com														
INSURED Wantman Group, Inc. 2035 Vista Parkway Suite 100 West Palm Beach, FL 33411	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width:20%;">NAIC #</th> </tr> <tr> <td>INSURER A : National Union Fire Ins. Co.</td> <td style="text-align: center;">19445</td> </tr> <tr> <td>INSURER B : The Continental Insurance Company</td> <td style="text-align: center;">35289</td> </tr> <tr> <td>INSURER C : New Hampshire Ins. Co.</td> <td style="text-align: center;">23841</td> </tr> <tr> <td>INSURER D : Lexington Insurance Company</td> <td style="text-align: center;">19437</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Union Fire Ins. Co.	19445	INSURER B : The Continental Insurance Company	35289	INSURER C : New Hampshire Ins. Co.	23841	INSURER D : Lexington Insurance Company	19437	INSURER E :		INSURER F :	
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INSURER D : Lexington Insurance Company	19437														
INSURER E :															
INSURER F :															

COVERAGES CERTIFICATE NUMBER: 18-19 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			4613985	08/01/2018	08/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			9775972	08/01/2018	08/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6049958687	08/01/2018	08/01/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	11569886	08/01/2018	08/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab Incl Pollution Liability			027015040	08/01/2018	08/01/2019	Per Claim \$5,000,000 Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Downtown Parking Study
The City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers are named as Additional Insureds with respects to General Liability where required by written contract.
(See Attached Descriptions)

CERTIFICATE HOLDER City of Cedar Falls, Iowa 220 Clay Street Cedar Falls, IA 50613	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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DESCRIPTIONS (Continued from Page 1)

The above referenced liability policies with the exception of workers compensation and professional liability are primary & non-contributory where required by written contract.

Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to the Certificate Holder.

Waiver of Subrogation is applicable where required by written contract & allowed by law.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than

that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

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

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that

which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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CEDAR FALLS DEPARTMENT OF PUBLIC SAFETY SERVICES

CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS, IOWA 50613

319-273-8612

MEMORANDUM

To: Cedar Falls City Council
From: Jeff Olson, Public Safety Director/Chief of Police
Date: January 25, 2019
Re: Memorandum of Understanding

The Police Union (Teamsters) voted January 25 to accept a Memorandum of Understanding (MOU) allowing for a 24 hour shift schedule which allows Public Safety Officers to move to a fire shift. This agreement addresses all known concerns for the Police Union and City in regards to scheduling, overtime, benefits, preferences and other concerns. There are also some changes that were made to the police schedule in order to correct some concerns with the annual hours of work exceeding FLSA standards. We had several discussions and meetings to assure we had the best understanding of the details and a mutual agreement as we moved forward with this schedule. I am recommending approval of the MOU.

MEMORANDUM OF UNDERSTANDING
Between
CITY OF CEDAR FALLS, IOWA
And
TEAMSTERS UNION, Local No. 238

The City of Cedar Falls, Iowa (hereinafter the “City”) and Teamsters Union, Local No. 238 (hereinafter the “Union”), enter into this Memorandum of Understanding (hereinafter the “Agreement”). The City and Union agree to modify the parties’ collective bargaining agreement (effective July 1, 2017 and continuing through June 24, 2022) as follows:

- The parties agree that public safety officers (“PSOs”) may be scheduled for 24-hour tours in a manner consistent with the 24-hour tours scheduled for firefighters. An employee assigned to this shift must maintain his/her ILEA certification and shall be provided the opportunity to attend in service training with the police department to meet the requirements of Iowa Administrative Code 501 Chapter 8. These assignments shall remain in effect until the next bidding opportunity.

Any such scheduling will be at the discretion of Director of Public Safety Services/Police Chief and will be established consistent with department needs and in accordance with State and Federal regulations.

The parties agree that all sworn personnel assigned to the patrol division will annually bid shifts by seniority. However, the City retains the exclusive authority to determine the number of sworn personnel to be assigned to each shift and to make changes to shift assignments for cause including, but not limited to: an officer’s specific and specialized qualifications (FTO, K9, DRE, etc.). The parties recognize some positions may not open annually and accommodations of a three-year rotation applicable to certain positions (such as tri-county, investigation, SRO, etc.). Any PSO volunteering to work the 24-hour fire shift shall continue to serve in this capacity until the next bidding opportunity unless special circumstances exist as determined by the Police Chief or Public Safety Director. Likewise, any PSO required to work the 24 hour fire shift shall be eligible to bid at the next bidding opportunity. *The Union understands the need for flexibility in scheduling personnel.*

- The parties agree that PSOs will be evaluated annually per City policy by a Public Safety Supervisor.
- Newly hired officers may complete FireFighter I training prior to attending the Iowa Law Enforcement. If newly hired officers attend ILEA prior to completing the FireFighter I certification, the employer agrees to not disrupt the field training schedule for new officers with the FireFighter I certification.

- Patrol Shift—

Section 9.2 of the collective bargaining agreement will be changed, as follows:

The schedule for patrol shifts will be changed from an eight (8) hour schedule with a one-half (0.5) hour unpaid lunch break to an eight and one-quarter (8.25) hour paid shift that includes a one-half (0.5) hour of paid time to use for a lunch break if duties permit. Saturdays and Sundays falling within the shift employee's scheduled work week will be considered normal work days. Shift employees standard scheduled work week will consist of forty-nine and one half (49.5) hours under a 6-3 schedule. To achieve 2080 hours a year under a 6-3 schedule, employees are required to work an additional sixty-six (66) hours as scheduled by the employer.

- Holidays:

Article 3 should be modified to reflect a holiday is equal to the total hours in a normal scheduled shift (8.25 hours).

- Sick Leave:

Article 6 should be modified to reflect 1 day is equal to the total hours in a normal scheduled shift (8.25 hours) for accumulation and use.

- Vacation--

Article 8 shall be modified to reflect that one (1) week of vacation shall equal the regular total hours of a normal work week (49.5 hours).

- Overtime--

Section 10.1 of the collective bargaining agreement will be changed as follows:

For non-shift (5 -2) employees, time and one-half the regular hourly rate of pay will be paid for all work performed in excess of the regularly scheduled work day or the regularly scheduled work week, but in no instance shall both daily and weekly overtime be applied to the same hours.

For shift employees (6 - 3) , time and one-half the regular hourly rate of pay will be paid for all work hours worked in excess of the regularly scheduled shift or one hundred seventy-one (171) hours in a twenty-eight (28) day cycle.

The City agrees to having discussions with the bargaining unit relating to an alternate work schedule for patrol officers.

- **For those PSOs scheduled for 24-hour tours (“24 hour shift personnel”), the following provisions will apply:**

Holidays

In lieu of all provisions contained in Article 3 of the collective bargaining agreement, 24 hour shift personnel shall be granted seven (7) tour days time off to be used within the fiscal year and may be taken individually, in succession or in conjunction with vacation time. Requests for said days off shall be submitted in writing to the department head and approved at least twenty-four (24) hours prior to the day to be taken off.

Sick Leave

In lieu of the sick leave provisions set forth in Section 6.2 of the collective bargaining agreement, 24 hour shift personnel will earn sick leave as follows:

One (1) tour day after the first seven (7) calendar days of employment, and additional one (1) tour day after the first month of employment. At the end of the first year, thirteen (13) tour days shall have been earned. After the first year of employment, an additional one (1) tour day shall be earned for each additional month of employment. There is no limit on the accumulation of sick leave credit. Upon beginning employment, the employee shall be credited with the first year’s sick leave (13 tour days). If employment is terminated during the first year, any sick leave used above the amount earned shall be deducted.

Vacation time

In lieu of the vacation time provisions set forth in Sections 8.1, 8.2, 8.4, 8.7, 8.8, and 8.9 of the collective bargaining agreement, 24 hour shift personnel will be granted vacation with pay on the following basis:

- A. Completion of one (1) year of service – six (6) tour days.
- B. Completion of **six** (6) years of service – nine (9) tour days.
- C. Completion of **eleven** (11) years of service – twelve (12) tour days.
- D. Completion of **eighteen** (18) years of service – fifteen (15) tour days.

Overtime

In lieu of the overtime provisions set forth in Sections 10.1 – 10.6 of the collective bargaining agreement, 24 hour shift personnel will earn overtime as follows:

One and one-half (1 ½) the forty (40) hour per week regular hourly rates of a shift employee shall be paid for all work performed in excess of the regularly scheduled tour day or the regularly scheduled work week, but in no instance shall both daily and weekly overtime be applied upon the same hours.

When called to work on a Sunday or Holiday, employee will receive one and one-half (1 ½) their forty (40) hour per week regular hourly rate of pay for hours worked.

For the purpose of computing overtime pay only, the normal work week will be:

- (a) Twenty-four (24) hours work shall constitute a standard work day.
- (b) Fifty-two point eight nine (52.89) hours work shall constitute a standard work week.
- (c) Saturdays and Sundays falling within employee's scheduled work week will be considered normal work days.

Shift Differential

The provisions of Section 15.8 Shift Differential will not apply to the shifts worked by 24 hour shift personnel.

For the City:

Date

For the Union:

J. Thomas

2/25/19

Date

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