



**AGENDA
CITY OF CEDAR FALLS, IOWA
CITY COUNCIL MEETING
MONDAY, JANUARY 06, 2020
7:00 PM AT CITY HALL**

Call to Order by the Mayor

Roll Call

Approval of Minutes

- [1.](#) Regular Meeting of December 16, 2019.

Agenda Revisions

Special Order of Business

- [2.](#) Public hearing on proposed plans, specifications, form of contract & estimate of cost for the Downtown Streetscape and Reconstruction Project.
 - a) Receive and file proof of publication of notice of hearing. (Notice published December 20, 2019)
 - b) Written communications filed with the City Clerk.
 - c) Oral comments.
3. Resolution approving and adopting the plans, specifications, form of contract & estimate of cost for the Downtown Streetscape and Reconstruction Project.
- [4.](#) Public hearing on proposed Amendment No. 1 to the College Hill Urban Renewal Plan.
 - a) Receive and file proof of publication of notice of hearing. (Notice published December 19, 2019)
 - b) Written communications filed with the City Clerk.
 - c) Oral comments.
5. Resolution determining an area of the City to be an economic and blighted area, and that the rehabilitation, conservation, redevelopment, development or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of the City; designating such area as appropriate for urban renewal projects; and adopting the Amendment No. 1 to the College Hill Urban Renewal Plan.
- [6.](#) Public hearing on proposed rezoning from R-1, Residence District, to C-1, Commercial District, of property located at 4911 University Avenue.
 - a) Receive and file proof of publication of notice of hearing. (Notice published December 27, 2019)
 - b) Written communications filed with the City Clerk.
 - c) Oral comments.
7. Pass an ordinance amending Section 26-118 of the Code of Ordinances by removing property located at 4911 University Avenue from the R-1, Residence District, and placing the same in the C-1,

Commercial District, pursuant to provisions of a conditional zoning agreement, upon its first consideration.

Old Business

8. Pass Ordinance #2960, recreating the College Hill Self-Supported Municipal Improvement District (SSMID), 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.)

9. Receive and file the resignation of Robert M. Green as Cedar Falls City Council Member At Large.
10. Receive and file the report of the Mayor relative to the appointment of the Mayor Pro Tempore.
11. Receive and file the report of the Mayor relative to the appointment of the Administration, Public Works and Community Relations and Planning Committees.
12. Receive and file the City Council Goal Setting Report of December 9, 2019 and December 10, 2019.
13. Receive and file the Abstract of Votes for the November 5, 2019 Municipal Election and the December 3, 2019 Municipal Runoff Election.
14. Receive and file Departmental Monthly Reports of November 2019.
15. Approve the following applications for liquor licenses:
 - a) Cedar Falls Family Restaurant, 2627 Center Street, Special Class C liquor - renewal.
 - b) Fraternal Order of Eagles, 2125 West Lone Tree Road, Class C liquor & outdoor service - change in ownership.

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

16. Resolution approving the recommendation of the Director of Public Safety Services and City Administrator by appointing Craig Berte as Acting Police Chief.
17. Resolution approving and adopting certain revised Personnel Policies.
18. Resolution approving and authorizing execution of a Contracted Education Proposal with Black Hawk County Conservation/Hartman Reserve Nature Center and the cities of Elk Run Heights, Evansdale, Hudson, Raymond and Waterloo relative to providing public outreach and educational programs related to improving water quality and stormwater runoff.
19. Resolution approving and accepting completion of public improvements in Sands Addition.
20. Resolution approving the Certificate of Completion and accepting the work of Minturn, Inc. for the 2019 Bridge Maintenance Project.
21. Resolution approving the Certificate of Completion and accepting the work of S.M. Hentges & Sons Inc. for the Dry Run Creek Sanitary Sewer Improvements Project, Phase 2.
22. Resolution approving and authorizing execution of a Professional Service Agreement with AECOM Technical Services, Inc. for the Olive Street Box Culvert Replacement Project.
23. Resolution approving and accepting a Temporary Easement from CF Gateway Park, Inc., in conjunction with Gateway Business Park at Cedar Falls I.
24. Resolution approving and accepting a Temporary Easement from Shri Mahaganapati and Hanumanta, Inc., in conjunction with Gateway Business Park at Cedar Falls I.

- [25.](#) Resolution approving and authorizing execution of a First Amendment to Developmental Procedures Agreement with CF Gateway Park, Inc. relative to Gateway Business Park at Cedar Falls I.
- [26.](#) Resolution approving and accepting completion of public improvements in Gateway Business Park at Cedar Falls I. (contingent upon approval of related First Amendment to Developmental Procedures Agreement)
- [27.](#) Resolution approving and authorizing execution of Supplemental Agreement No. 1 to the Professional Service Agreement with Ferrell Madden, LLC for the College Hill Area Study Amendment relative to the Cedar Falls Visioning & Zoning Code Update Project.
- [28.](#) Resolution setting January 20, 2020 as the date of public hearing on the proposed FY2020-FY2025 Capital Improvements Program (CIP).
- [29.](#) Resolution setting January 20, 2020 as the date of public hearing to consider entering into a proposed Agreement for Private Development with SDC Real Estate, L.L.C.
- [30.](#) Resolution setting January 20, 2020 as the date of public hearing to consider entering into a proposed Second Agreement for Private Development with Standard Distribution Co.
- [31.](#) Resolution setting January 20, 2020 as the date of public hearing to consider entering into a proposed Amended and Restated Agreement for Private Development with Owen 5, L.L.C.

Ordinances

- [32.](#) Pass an ordinance amending Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances relative to establishing parking regulations, in conjunction with the implementation of recommendations from the Downtown and College Hill parking studies, upon its first consideration.

Fill Council Vacancy

- [33.](#) Resolution approving the filling of the At-Large City Council vacancy by appointment, directing publication of notice of the same, and establishing the application filing deadline and date of appointment.

OR

Resolution calling for a special election to fill the At-Large City Council vacancy.

Allow Bills and Payroll

- 34. Allow Bills and Payroll of January 6, 2020.

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, DECEMBER 16, 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, Wieland, Green. Absent: None.

52585 - It was moved by Kruse and seconded by Miller that the minutes of the Regular Meeting of December 2, 2019 be approved as presented and ordered of record. Motion carried unanimously.

52586 - Human Rights Commission members Susan Langan and Andrew Morse commented on the work of the Cedar Falls Human Rights Commission.

Public Safety Services Director Olson provided an introduction and Mayor Brown proceeded with the Administration of Oath to new Public Safety Officer Ethan Schultzen.

52587 - Mayor Brown announced that in accordance with the public notice of December 6, 2019, this was the time and place for a public hearing on a proposal to take action on a petition requesting the recreation of the College Hill Self-Supported Municipal Improvement District (SSMID). It was then moved by Blanford and seconded by Kruse that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.

52588 - The Mayor then asked if there were any written communications filed to the petition. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Community Services Manager Howard commented on the petition. There being no one else present wishing to speak about the petition, the Mayor declared the hearing closed and passed to the next order of business.

52589 - It was moved by Blanford and seconded by Kruse that Ordinance #2960, recreating the College Hill Self-Supported Municipal Improvement District (SSMID), 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, Wieland, Green. Nay: None. Motion carried.

52590 - Mayor Brown announced that in accordance with the public notice of December 6, 2019, this was the time and place for a public hearing on a proposed Agreement for Private Development with Prestige WW, L.L.C. It was then moved by Miller and seconded by Darrah that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.

52591 - The Mayor then asked if there were any written communications filed to the

proposed Agreement. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Economic Development Coordinator Graham provided a brief explanation on the proposed Agreement. There being no one else present wishing to speak about the proposed Agreement, the Mayor declared the hearing closed and passed to the next order of business.

- 52592 - It was moved by Darrah and seconded by Miller that Resolution #21,801, approving and authorizing execution of an Agreement for Private Development with Prestige WW, L.L.C., be adopted. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Resolution #21,801 duly passed and adopted.
- 52593 - Mayor Brown announced that in accordance with the public notice of December 6, 2019, this was the time and place for a public hearing on a proposed Agreement for Private Development with River Place Properties II, L.C. It was then moved by Wieland and seconded by deBuhr that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 52594 - The Mayor then asked if there were any written communications filed to the proposed Agreement. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Economic Development Coordinator Graham provided a brief explanation on the proposed Agreement. There being no one else present wishing to speak about the proposed Agreement, the Mayor declared the hearing closed and passed to the next order of business.
- 52595 - It was moved by Wieland and seconded by Blanford that Resolution #21,802, approving and authorizing execution of an Agreement for Private Development and a Minimum Assessment Agreement with River Place Properties II, L.C., be adopted. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Resolution #21,802 duly passed and adopted.
- 52596 - Mayor Brown announced that in accordance with the public notice of December 6, 2019, this was the time and place for a public hearing on a proposed Agreement for Private Development and conveyance of certain city-owned property to The Vault LLC. It was then moved by Kruse and seconded by deBuhr that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 52597 - The Mayor then asked if there were any written communications filed to the proposed Agreement. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Economic Development Coordinator Graham provided a brief explanation on the proposed

Agreement. There being no one else present wishing to speak about the proposed Agreement, the Mayor declared the hearing closed and passed to the next order of business.

52598 - It was moved by Kruse and seconded by deBuhr that Resolution #21,803, approving and authorizing execution of an Agreement for Private Development and a Minimum Assessment Agreement with The Vault LLC, and approving and authorizing execution of a Quit Claim Deed conveying title to certain city-owned real estate to The Vault LLC., be adopted. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Resolution #21,803 duly passed and adopted.

52599 - It was moved by Kruse and seconded by Darrah that the following items and recommendations on the Consent Calendar be received, filed and approved:

Approve the following recommendations of the Mayor relative to the appointment of members to Boards and Commissions:

- a) Susan deBuhr, Board of Appeals, Boards of Electrical, Mechanical & Plumbing Appeals, terms ending 12/31/2020.
- b) Jerry Bjerke, Board of Electrical Appeals, term ending 12/31/2023.
- c) Julie Gardner, Board of Mechanical Appeals, term ending 12/31/2023.
- d) Thomas Frazier, Housing Commission, term ending 12/31/2021.
- e) Melissa Heston, Housing Commission, term ending 12/31/2021.
- f) Patrick Phalen, Housing Commission, term ending 12/31/2021.
- g) Gary Winterhof, Housing Commission, term ending 12/31/2021.

Receive and file the Committee of the Whole minutes of December 2, 2019 relative to the following items:

- a) Grow Cedar Valley Update.
- b) Naming City Streets.
- c) Bills & Payroll.

Receive and file a communication from the Civil Service Commission relative to a certified list for the position of Maintenance Worker.

Receive and file the FY19 Annual Report of the Cedar Falls Human Rights Commission.

Receive and file the Recreation and Fitness Center, Operations and Facility Needs Assessment Study.

Approve the following applications for liquor licenses:

- a) Huhot Mongolian Grill, 6301 University Avenue, Special Class C liquor - renewal.
- b) Rancho Chico, 618 Brandilynn Boulevard #104, Class C Liquor - renewal.
- c) The Brown Bottle, 1111 Center Street, Class C liquor & outdoor service - renewal.

- d) Wild Hare American Bar and Grill, 2512 Whitetail Drive, Class C liquor & outdoor service - renewal.
- e) Bani's, 2128 College Street, Class E liquor - renewal.
- f) Hy-Vee Clubroom, 6301 University Avenue, Special Class C liquor - change in ownership.
- g) Gourmet Garden, 5907 University Ave, Special Class C liquor - new.

Motion carried unanimously.

52600 - It was moved by Miller and seconded by Kruse that the following resolutions be introduced and adopted:

Resolution #21,804, establishing the 2020 pay for City of Cedar Falls elected officials, in compliance with the City's Code of Ordinances.

Resolution #21,805, approving and adopting Summary Plan Descriptions for the City of Cedar Falls Employee Health Benefit Plan.

Resolution #21,806, approving and adopting Summary Plan Description for the City of Cedar Falls Employee Dental Plan.

Resolution #21,807, designating authorized signatories for financial accounts and vehicles of the City.

Resolution #21,808, approving and adopting payment standards for the City's Section 8 Rental Assistance Program for 2020.

Resolution #21,809, approving and adopting the recommendation of the Parks & Recreation Commission relative to a Recreation Fee Schedule to become effective April 28, 2020.

Resolution #21,810, approving and authorizing expenditure of funds for the purchase of a leaf vacuum truck.

Resolution #21,811, approving and authorizing execution of a Professional Service Agreement with Aerial Services, Inc. relative to 2020 Aerial Photography Acquisition.

Resolution #21,812, approving and authorizing execution of a Supplement to Agreement for Private Development with Standard Distribution Co., and approving and accepting a Warranty Deed from Standard Distribution Co. conveying title to certain real estate to the City.

Resolution #21,813, approving and authorizing execution of a Professional Service Agreement with Snyder & Associates, Inc. relative to the Union Road Recreation Trail - 12th Street to 27th Street Project.

Resolution #21,814, approving and authorizing execution of Supplemental Agreement No. 1B to the Professional Service Agreement with Snyder &

Associates, Inc. relative to the Downtown Streetscape and Reconstruction Project.

Resolution #21,815, approving and authorizing expenditure of funds to order brick pavers for the Downtown Streetscape and Reconstruction Project.

Resolution #21,816, approving and authorizing execution of a Storm Water Maintenance and Repair Agreement with Greenhill Village Senior Living, LLC relative to a post-construction stormwater management plan for Lot 1 of Greenhill Village Estates.

Resolution #21,817, approving and authorizing execution of a Contract for Completion of Improvements with Greenhill Village Residential, LLC relative to the final plat of Greenhill Village Estates.

Resolution #21,818, approving the preliminary plat of Greenhill Village Estates.

Resolution #21,819, approving the final plat of Greenhill Village Estates.

Resolution #21,820, approving a Mixed Use (MU) Residential Zoning District site plan for construction of a senior living facility to be located on Lot 1 of Greenhill Village Estates.

Resolution #21,821, approving and authorizing execution of a Storm Water Maintenance and Repair Agreement with Terraces at West Glen, L.L.C. relative to a post-construction stormwater management plan for Terraces at West Glen First Addition.

Resolution #21,822, approving and authorizing execution of a Contract for Completion of Improvements with Terraces at West Glen, L.L.C. relative to the final plat of Terraces at West Glen First Addition.

Resolution #21,823, approving the final plat of Terraces at West Glen First Addition.

Resolution #21,824, approving and authorizing execution of a R-P, Planned Residence Zoning District Developmental Procedures Agreement with Terraces at West Glen, L.L.C. relative to a residential retirement community development generally located at the southeast corner of Union Road and West 12th Street.

Resolution #21,825, approving and authorizing execution of a Professional Service Agreement with Nagle Signs Inc. relative to the Cedar Falls Wayfinding Signage Project.

Resolution #21,826, approving and accepting a Lien Notice and Special Promissory Note for property located at 921 West 11th Street relative to the Rental to Single Family Owner Conversion Incentive Program.

Resolution #21,827, approving and accepting a Lien Notice and Special

Promissory Note for property located at 912 West 14th Street relative to the Rental to Single Family Owner Conversion Incentive Program.

Resolution #21,828, approving two occupancy permits prior to the acceptance of the public improvements in Sands Addition.

Resolution #21,829, receiving and filing, and setting January 6, 2020 as the date of public hearing on, the proposed plans, specifications, form of contract & estimate of cost for the Downtown Streetscape and Reconstruction Project.

Resolution #21,830, setting January 6, 2020 as the date of public hearing on the proposed rezoning from R-1, Residential District to C-1, Commercial District, of property located at 4911 University Avenue.

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, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Resolutions #21,804 through #21,830 duly passed and adopted.

52601 - It was moved by deBuhr and seconded by Kruse that the bills and payroll of December 16, 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, Wieland, Green. Nay: None. Motion carried.

52602 - Public Safety Services Director Olson announced the recent graduation from the Iowa Law Enforcement Academy of Public Safety Officers Josh Getz and Morgan Hoeft, and recognized Officer Hoeft for serving as class Lieutenant.

Public Works Director Schrage provided a brief update on the Cedar Heights Drive Reconstruction Project and announced that the City received a Traffic Safety Improvement grant of \$500,000.00 from the Iowa Department of Transportation for the project.

Finance and Business Operations Director Rodenbeck provided an update on the parking study implementation in the Downtown District.

52603 - College Hill Partnership Executive Director Kathryn Sogard spoke about the 'Holidays' annual fundraiser event sponsored by the College Hill businesses.

Corrine Brown, 875 Maucker Road, spoke about accomplishments of the City over the past four years.

Mayor Brown expressed appreciation to City Council, staff and citizens during his time as Mayor.

Councilmembers Wieland and Blanford commented on their time spent as

Councilmembers and also expressed their appreciation to City Council, staff and citizens.

52604 - It was moved by Wieland and seconded by Blanford that the meeting be adjourned at 7:38 P.M. Motion carried unanimously.

Jacqueline Danielsen, MMC, City Clerk

**DEPARTMENT OF PUBLIC WORKS**

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Jon Fitch, PE, Principal Engineer

DATE: December 31, 2019

SUBJECT: Downtown Streetscape and Reconstruction
Project No. RC-000-3180
Public Hearing

This project involves the removal and replacement of the Main Street parkade brick pavers from 1st to 3rd street while incorporating an updated design and additional streetscaping components. In conjunction with this update, the two blocks of 2nd and 3rd Street between Main and Washington Street will be fully reconstructed, including some sanitary and water main reconstruction, while also incorporating various streetscaping elements to expand the Main Street design elements further throughout the downtown area.

The total estimated cost for the construction of this project is \$2,481,966, which includes \$324,500 of brick pavers being purchased in advance by the city. The project will be funded utilizing TIF-Downtown, Community Main Street, Black Hawk County Gaming Grant, and Cedar Falls Utilities funding sources.

The Plans, Specifications, and Estimate of Costs and Quantities are available for your review at the City Clerk's office or the Engineering Division of the Community Development Department.

xc: Stephanie Houk Sheetz, Director of Community Development
David Wicke, City Engineer



OPINION OF PROBABLE PROJECT COSTS
RC-000-3180: Downtown Streetscape and Reconstruction
CITY OF CEDAR FALLS
 CEDAR FALLS, IA
 118.1174.08AE
 11-Dec-19

ITEM NO.	ITEM CODE	ITEM	QUANTITY	UNIT	UNIT PRICE	DIVISION 1 EXTENDED PRICE	DIVISION 2 EXTENDED PRICE	DIVISION 3 EXTENDED PRICE
1	2010-108-C-0	Clearing and Grubbing	1	LS	\$ 2,500.00	\$ 2,500.00		
2	2010-108-D-3	Topsoil, Off-site	80	CY	\$ 100.00	\$ 8,000.00		
3	2010-108-E-0	Excavation, Class 10	844	CY	\$ 20.00	\$ 16,880.00		
4	2010-108-E-0	Excavation, Class 13	355	CY	\$ 15.00	\$ 5,325.00		
5	2010-108-F-0	Below Grade Excavation (Core Out)	1040	CY	\$ 5.00	\$ 5,200.00		
6	2010-108-G-0	Subgrade Preparation, 12" Depth	3915	SY	\$ 5.00	\$ 18,365.00		\$ 1,210.00
7	2010-108-I-0	Subbase, 8" Modified	3915	SY	\$ 12.00	\$ 44,076.00		\$ 2,904.00
8	2010-108-I-1	Subbase, 8" 3/4" Road Stone	1586	SY	\$ 12.00	\$ 19,032.00		
9	2010-108-I-2	Subbase, 2", 3/4" Road Stone	6333	SY	\$ 3.00	\$ 18,999.00		
10	2010-108-L-0	Compaction Testing	1	LS	\$ 2,500.00	\$ 2,500.00		
11	2010-108-M-0	Sampling and Testing For Petroleum Contamination (Remediation)	5	EA	\$ 500.00	\$ 2,500.00		
12	2010-108-N-0	Excavation and Disposal of Contaminated Soil	100	CY	\$ 100.00	\$ 10,000.00		
13	3010-108-C-0	Trench Foundation	245	TON	\$ 25.00	\$ 6,125.00		
14	3010-108-F-0	Trench Compaction Testing	1	LS	\$ 2,500.00	\$ 2,500.00		
15	4010-108-A-1	Sanitary Sewer, Trenched, Solid Wall PVC SDR 26, 10"	6	LF	\$ 170.00	\$ 1,020.00		
16	4010-108-A-1	Sanitary Sewer, Trenched, Solid Wall PVC SDR 26, 12"	316	LF	\$ 52.00	\$ 16,432.00		
17	4010-108-A-1	Sanitary Sewer, Trenched, Solid Wall PVC SDR 26, 15"	6	LF	\$ 180.00	\$ 1,080.00		
18	4010-108-A-1	Sanitary Sewer, Trenched, Solid Wall PVC (ASTM F 679), 18"	6	LF	\$ 190.00	\$ 1,140.00		
19	4010-108-A-1	Sanitary Sewer, Trenched, Solid Wall PVC (ASTM F 679), 24"	8	LF	\$ 200.00	\$ 1,600.00		
20	4010-108-E-0	Sanitary Sewer Service Stub, PVC SDR 23.5, 4"	5	EA	\$ 2,750.00	\$ 13,750.00		
21	4010-108-H-0	Removal of Sanitary Sewer, All Types, All Sizes	342	LF	\$ 5.00	\$ 1,710.00		
22	4020-108-A-1	Storm Sewer, Trenched, PVC, 10"	9	LF	\$ 120.00	\$ 1,080.00		
23	4020-108-A-1	Storm Sewer, Trenched, RCP, 15"	417	LF	\$ 65.00	\$ 27,105.00		
24	4020-108-A-1	Storm Sewer, Trenched, RCP, 24"	112	LF	\$ 75.00	\$ 8,400.00		
25	4020-108-C-0	Removal of Storm Sewer, All Types, All Sizes	340	LF	\$ 8.00	\$ 2,720.00		
26	4040-108-A-0	Subdrain, Type S, Corrugated Exterior and Smooth Interior Polyethylene, 6"	2756	LF	\$ 16.00	\$ 42,368.00	\$ 1,728.00	
27	4040-108-C-0	Subdrain Cleanout, Type A-1, 6"	10	EA	\$ 750.00	\$ 7,500.00		
28	4040-108-D-0	Subdrain Outlets and Connections, CMP, 8" (Per CF Detail CFD.01)	44	EA	\$ 400.00	\$ 17,600.00		
29	5010-108-A-1	Watermain, Trenched, Polywrapped DIP Class 52 w/ Tracer Wire, 6"	20	LF	\$ 55.00			\$ 1,100.00
30	5010-108-A-1	Watermain, Trenched, Polywrapped DIP Class 52 w/ Tracer Wire, 8"	714	LF	\$ 60.00			\$ 42,840.00
31	5010-108-C-2	Fitting, Ductile Iron, All Sizes	1280	LBS	\$ 15.00			\$ 19,200.00
32	5010-108-C-3	Fitting, Mechanical Joint Restraint Gland or Gasket, 8"	8	EA	\$ 250.00			\$ 2,000.00
33	5010-108-D-0	Water Service, Copper, Type K, 2" with Curb Stop	2	EA	\$ 1,800.00			\$ 3,600.00
34	5010-108-E-3	Water Service, Copper, Type K, 1" with Curb Stop	4	EA	\$ 1,500.00			\$ 6,000.00
35	5020-108-A-0	Gate Valve, 8"	3	EA	\$ 1,500.00			\$ 4,500.00
36	5020-108-A-0	Gate Valve, 12"	1	EA	\$ 1,500.00			\$ 1,500.00
37	5020-108-D-0	Flushing Device (Blowoff), Temporary, 4"	1	EA	\$ 1,800.00			\$ 1,800.00
38	5020-108-H-0	Fire Hydrant Adjustment	3	EA	\$ 500.00			\$ 1,500.00
39	5020-108-K-0	Valve Box Removal	2	EA	\$ 500.00			\$ 1,000.00
40	6010-108-A-0	Manhole, SW-301, Circular Sanitary, 48"	1	EA	\$ 6,000.00	\$ 6,000.00		
41	6010-108-A-0	Manhole, SW-401, Circular Storm, 48"	1	EA	\$ 6,000.00	\$ 6,000.00		
42	6010-108-A-1	Manhole, SW-401, Circular Storm, 48", Special	1	EA	\$ 7,500.00		\$ 7,500.00	
43	6010-108-B-0	Intake, SW-501, Single Grate	9	EA	\$ 4,000.00	\$ 36,000.00		
44	6010-108-B-0	Intake, SW-511, Rectangular Area Intake	4	EA	\$ 4,000.00	\$ 16,000.00		
45	6010-108-B-0	Intake, Nyoplast Drain, Rectangular Sidewalk Area Intake, 12"	1	EA	\$ 1,000.00	\$ 1,000.00		
46	6010-108-E-0	Manhole or Intake Adjustment, Minor	5	EA	\$ 800.00	\$ 4,000.00		
47	6010-108-G-0	Connection to Existing Manhole or Intake	8	EA	\$ 700.00	\$ 5,600.00		
48	6010-108-H-0	Remove Manhole	2	EA	\$ 1,200.00	\$ 2,400.00		
49	6010-108-H-0	Remove Intake	6	EA	\$ 1,000.00	\$ 6,000.00		

ITEM NO.	ITEM CODE	ITEM	QUANTITY	UNIT	UNIT PRICE	DIVISION 1 EXTENDED PRICE	DIVISION 2 EXTENDED PRICE	DIVISION 3 EXTENDED PRICE
50	7010-108-A-0	Pavement, PCC, 8"	3528	SY	\$ 70.00	\$ 230,020.00		\$ 16,940.00
51	7010-108-E-0	Curb and Gutter, 6" Width, 6" Thickness	480	LF	\$ 40.00	\$ 19,200.00		
52	7010-108-N-0	PCC Base, 2'x2'x2", Non-reinforced	1.5	CY	\$ 50.00	\$ 75.00		
53	7030-108-A-0	Removal of Sidewalk	4720	SY	\$ 7.00	\$ 33,040.00		
54	7030-108-A-0	Removal of Driveway	95	SY	\$ 7.00	\$ 665.00		
55	7030-108-E-0	PCC Sidewalk, 4"	30	SY	\$ 50.00	\$ 1,500.00		
56	7030-108-F-0	Brick/Paver Sidewalk with 8" Pavement Base	95	SY	\$ 215.00	\$ 20,425.00		
57	7030-108-H-1	Driveway, Paved, PCC,7"	95	SY	\$ 80.00	\$ 7,600.00		
58	7030-108-J-0	Brick/Paver Sidewalk (Install Only)	4639	SY	\$ 90.00	\$ 417,510.00		
59	7040-108-B-0	Subbase Over-excavation	185	TON	\$ 55.00	\$ 10,175.00		
60	7040-108-H-0	Pavement Removal	3820	SY	\$ 8.00	\$ 28,624.00		\$ 1,936.00
61	8020-108-B-0	Painted Pavement Markings, Solvent/Waterborne	10.65	STA	\$ 180.00	\$ 1,917.00		
62	8020-108-G-0	Painted Symbols and Legends	4	EA	\$ 500.00	\$ 2,000.00		
63	8030-108-A-0	Temporary Traffic Control	1	LS	\$ 35,000.00	\$ 35,000.00		
64	8030-108-B-0	Safety Fence With Detectable Edging	3650	LF	\$ 1.50	\$ 5,475.00		
65	9030-108-C-0	Plants	1	LS	\$ 20,000.00	\$ 20,000.00		
66	9040-108-A-2	SWPPP Management	1	LS	\$ 1,000.00	\$ 1,000.00		
67	9040-108-T-1	Inlet Protection Device	26	EA	\$ 150.00	\$ 3,900.00		
68	9040-108-T-2	Inlet Protection Device, Maintenance	12	EA	\$ 50.00	\$ 600.00		
69	9071-108-C-0	Granular Backfill Material	395	TON	\$ 25.00		\$ 9,875.00	
70	9072-108-A-0	Concrete Wall	35	CY	\$ 4,250.00		\$ 148,750.00	
71	10,010-108-A-0	Demolition Work	26	CY	\$ 2,500.00		\$ 65,000.00	
72	11,020-108-A-0	Mobilization	1	LS	\$ 150,000.00	\$ 150,000.00		
73	11,030-108-A-0	Maintenance of Postal Service	1	LS	\$ 2,000.00	\$ 2,000.00		
74	11,030-108-B-0	Maintenance of Solid Waste Collection	1	LS	\$ 500.00	\$ 500.00		
75	11,040-108-A-0	Temporary Commercial Access	1	LS	\$ 85,000.00	\$ 85,000.00		
76	11,040-108-A-0	Temporary Commercial Access, Black Hawk Hotel	1	LS	\$ 1,500.00	\$ 1,500.00		
77	11,040-108-A-0	Temporary Commercial Access, US Bank	1	LS	\$ 2,500.00	\$ 2,500.00		
78	11,060-108-A-0	Electrical Outlets	31	EA	\$ 250.00			\$ 7,750.00
79	11,060-108-A-1	Light Poles, Installation	26	EA	\$ 2,500.00			\$ 65,000.00
80	11,060-108-A-2	Light Poles, Removal	23	EA	\$ 500.00			\$ 11,500.00
81	11,060-108-A-3	Electrical Circuits	4600	LF	\$ 21.00			\$ 96,600.00
82	11,060-108-B-0	Amenities	1	LS	\$ 92,000.00	\$ 92,000.00		
83	11,070-108-A-0	Vibration Monitoring	5	EA	\$ 15,000.00	\$ 75,000.00		

DIV. 1 Subtotal	\$ 1,635,733.00
DIV. 2 Subtotal (Steam Tunnel)	\$ 232,853.00
DIV. 3 Subtotal (Watermain)	\$ 108,030.00
DIV. 3 Subtotal (Electrical)	\$ 180,850.00
DIV. 3 Total	\$ 288,880.00
Subtotal (Rounded) =	\$ 2,157,466.00
Brick Pavers (Material Cost) Ordered by City =	\$ 324,500.00
TOTAL	\$ 2,481,966.00



ADMINISTRATION

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

MEMORANDUM

TO: Honorable Mayor Robert M. Green and City Council
FROM: Shane Graham, Economic Development Coordinator
DATE: December 30, 2019
SUBJECT: Amendment No. 1 to the College Hill Urban Renewal Plan

At its December 2, 2019 meeting, City Council set a date of consultation and public hearing on the proposed Amendment No. 1 to the College Hill Urban Renewal Plan. As staff has noted on prior occasions, changes to Urban Renewal legislation (TIF) effective July 1, 2012 require that an Urban Renewal Plan Amendment be adopted by City Council to address ongoing or new development projects/costs proposed within an existing Urban Renewal Area.

The College Hill Urban Renewal Plan was adopted in 2011, and has provided financing or partial financing for several projects since its adoption. Since its adoption in 2011, no amendments have been made to the original College Hill Urban Renewal Plan.

For the proposed Amendment No. 1 to the College Hill Urban Renewal Plan (copy attached as Exhibit 1 to Resolution), the plan is being changed in format to match the current format of the other urban renewal plans, which show general or specific projects and budget amounts. The project information can be found in Section 1, Future Development Agreements, Section 2, Land Acquisitions, Section 3, Capital Projects/Public Infrastructure Projects, and Section 4, Fees, Costs, and Expenses. These sections identify projects that may be funded through the College Hill Urban Renewal Plan Amendment No.1. Several projects within the Plan to note is a visioning and zoning code update for the College Hill neighborhood, including that portion included in the College Hill Urban Renewal Area; installation of public security cameras; wayfinding signage; and parking lot restoration projects for public parking lots within the Urban Renewal Area.

With the above information noted, a copy of the proposed Amendment No. 1 to the College Hill Urban Renewal Plan (Exhibit 1 to the Resolution) is attached for your review. This Amendment No. 1 and related documents were drafted by staff in coordination with the Ahlers Law Office in Des Moines.

It is important to keep in mind that the projects and associated cost estimates are maximum expenditures for all potential projects that **may** occur within the Unified Urban Renewal Area over the next 1-5 years. To the best of our ability, staff is trying to identify as many potential future projects to minimize the need for constant plan amendments. However, the reality is that Plan Amendments will likely occur every 12+/- months to address completed projects and new projects identified through the City's annual CIP process.

Part of the legal requirement for an Urban Renewal Plan Amendment is to notify the local taxing entities (in this case Black Hawk County and Cedar Falls School District) and conduct a "consultation session" to discuss the proposed Amendment No. 1 to the College Hill Urban Renewal Plan. A copy of the Minutes from the December 10, 2019 consultation session is attached along with the meeting agenda.

Prior to entering into any new Development Agreements or proceeding with future projects within the area, it is required that Amendment No. 1 to the College Hill Urban Renewal Plan be adopted. It is recommended that City Council adopt the following:

1. Resolution determining an area of the City to be an economic development and blighted area, and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of the City; designating such area as appropriate for urban renewal projects; and adopting Amendment No. 1 to the College Hill Urban Renewal Plan.

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

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

ITEMS TO INCLUDE ON AGENDA**CITY OF CEDAR FALLS, IOWA**

January 6, 2020

7:00 P.M.

College Hill Urban Renewal Plan

- Public hearing on the proposed Amendment No. 1 to the College Hill Urban Renewal Plan
- Resolution determining an area of the City to be an economic development and blighted area, and that the rehabilitation, conservation, redevelopment, development or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of the City; designating such area as appropriate for urban renewal projects; and adopting the Amendment No. 1 to the College Hill Urban Renewal Plan

IMPORTANT INFORMATION

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

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

January 6, 2020

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

Absent: _____

Vacant: _____

* * * * *

This being the time and place fixed for a public hearing on the matter of the adoption of the proposed Amendment No. 1 to the College Hill Urban Renewal Plan, the Mayor first asked for the report of the Economic Development Coordinator, or his delegate, with respect to the consultation held with the affected taxing entities to discuss the proposed Amendment. The Council was informed that the consultation was duly held as ordered by the Council, and that _____ written recommendations were received from affected taxing entities. The report of the Economic Development Coordinator, or his delegate, with respect to the consultation was placed on file for consideration by the Council.

The Mayor then asked the City Clerk whether any written objections had been filed with respect to the proposed Amendment, and the City Clerk reported that _____ written objections thereto had been filed. The Mayor then called for any oral objections to the adoption of the Amendment No. 1 to the College Hill Urban Renewal Plan and _____ were made. The public hearing was then closed.

{ Attach summary of objections here }

Council Member _____ then introduced the following Resolution entitled "RESOLUTION DETERMINING AN AREA OF THE CITY TO BE AN ECONOMIC DEVELOPMENT AND BLIGHTED AREA, AND THAT THE REHABILITATION, CONSERVATION, REDEVELOPMENT, DEVELOPMENT, OR A COMBINATION THEREOF, OF SUCH AREA IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY OR WELFARE OF THE RESIDENTS OF THE CITY; DESIGNATING SUCH AREA AS APPROPRIATE FOR URBAN RENEWAL PROJECTS; AND ADOPTING AMENDMENT NO. 1 TO THE COLLEGE HILL URBAN RENEWAL PLAN" and moved:

- that the Resolution be adopted.
- to defer action on the Resolution and the proposal to the meeting to be held at _____ .M. on the _____ day of _____, 2020, at this place.

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION NO. _____

RESOLUTION DETERMINING AN AREA OF THE CITY TO BE AN ECONOMIC DEVELOPMENT AND BLIGHTED AREA, AND THAT THE REHABILITATION, CONSERVATION, REDEVELOPMENT, DEVELOPMENT, OR A COMBINATION THEREOF, OF SUCH AREA IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY OR WELFARE OF THE RESIDENTS OF THE CITY; DESIGNATING SUCH AREA AS APPROPRIATE FOR URBAN RENEWAL PROJECTS; AND ADOPTING AMENDMENT NO. 1 TO THE COLLEGE HILL URBAN RENEWAL PLAN

WHEREAS, by Resolution No. 17,348, adopted February 14, 2011, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the College Hill Urban Renewal Plan (the "Plan" or "Urban Renewal Plan") for the College Hill Urban Renewal Area (the "Area" or "Urban Renewal Area") described therein, which Plan is on file in the office of the Recorder of Black Hawk County; and

WHEREAS, this Urban Renewal Area currently includes and consists of:

That part of Section 13 and that part of Section 14, Township 89 North, Range 14 West of the Fifth P.M. in the City of Cedar Falls, Black Hawk County, Iowa beginning at the intersection of the West line of College Street with the South line of Seerley Boulevard; thence North along said West line of College Street to the South line of West Twenty-third Street; thence West along said South line of West Twenty-third Street to the Southerly extension of the West line of Campus Street; thence North along said West line of Campus Street and its Southerly extension to the North line of West Twentieth Street; thence East along said North line of West Twentieth Street to the East line of Merner Avenue; thence South along said East line of Merner Avenue to the North line of West Twentieth Street; thence East along said North line of West Twentieth Street to the West line of College Street; thence North along said West line of College Street to the Westerly extension of the North line of West Twentieth Street; thence East along said North line of West Twentieth Street and its Westerly extension to the East line of Olive Street; thence South along said East line of Olive Street to the South line of Seerley Boulevard; thence West along said South line of Seerley Boulevard to the point of beginning.

WHEREAS, a proposed Amendment No. 1 to the Plan ("Amendment No. 1" or "Amendment") for the Urban Renewal Area described above has been prepared, which proposed Amendment has been on file in the office of the City Clerk and which is incorporated herein by reference, the purpose of which is to update and/or add urban renewal projects to be undertaken within the Urban Renewal Area; and

WHEREAS, this proposed Amendment No. 1 adds no new land to the Area; and

WHEREAS, it is desirable that the Area be redeveloped as part of the activities described within the proposed Amendment No. 1; and

WHEREAS, by resolution adopted on December 2, 2019, this Council directed that a consultation be held with the designated representatives of all affected taxing entities to discuss the proposed Amendment No. 1 and the division of revenue described therein, and that notice of the consultation and a copy of the proposed Amendment No. 1 be sent to all affected taxing entities; and

WHEREAS, pursuant to such notice, the consultation was duly held as ordered by the City Council and all required responses to the recommendations made by the affected taxing entities, if any, have been timely made as set forth in the report of the Economic Development Coordinator, or his delegate, filed herewith and incorporated herein by this reference, which report is in all respects approved; and

WHEREAS, by resolution this Council also set a public hearing on the adoption of the proposed Amendment No. 1 for this meeting of the Council, and due and proper notice of the public hearing was given, as provided by law, by timely publication in the Waterloo-Cedar Falls Courier, which notice set forth the time and place for this hearing and the nature and purpose thereof; and

WHEREAS, in accordance with the notice, all persons or organizations desiring to be heard on the proposed Amendment No. 1, both for and against, have been given an opportunity to be heard with respect thereto and due consideration has been given to all comments and views expressed to this Council in connection therewith and the public hearing has been closed.

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

Section 1. That the findings and conclusions set forth or contained in Amendment No. 1 concerning the area of the City of Cedar Falls, State of Iowa, described in the preamble hereof, be and the same are hereby ratified and confirmed in all respects as the findings of this Council for this area.

Section 2. This Council further finds:

a) Although relocation is not expected, a feasible method exists for the relocation of any families who will be displaced from the Urban Renewal Area into decent, safe and sanitary dwelling accommodations within their means and without undue hardship to such families;

b) The Plan, as amended, and Amendment No. 1 conform to the general plan for the development of the City as a whole; and

c) Acquisition by the City is not immediately expected, however, as to any areas of open land to be acquired by the City included within the Urban Renewal Area:

i. Residential use is not expected, however, with reference to any portions thereof which are to be developed for residential uses, this City Council hereby determines that a shortage of housing of sound standards and design with decency, safety and sanitation exists within the City; that the acquisition of the area for residential uses is an integral part of and essential to the program of the municipality; and that one or more of the following conditions exist:

a. That the need for housing accommodations has been or will be increased as a result of the clearance of slums in other areas, including other portions of the urban renewal area.

b. That conditions of blight in the municipality and the shortage of decent, safe and sanitary housing cause or contribute to an increase in and spread of disease and crime, so as to constitute a menace to the public health, safety, morals, or welfare.

c. That the provision of public improvements related to housing and residential development will encourage housing and residential development which is necessary to encourage the retention or relocation of industrial and commercial enterprises in this state and its municipalities.

d. The acquisition of the area is necessary to provide for the construction of housing for low and moderate income families.

ii. Non-residential use is expected and with reference to those portions thereof which are to be developed for non-residential uses, such non-residential uses are necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives.

Section 3. That the Urban Renewal Area, as amended, continues to be an economic development and blighted area within the meaning of Chapter 403, Code of Iowa; that such area is eligible for designation as an urban renewal area and otherwise meets all requisites under the provisions of Chapter 403, Code of Iowa; and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of this City.

Section 4. That Amendment No. 1 to the College Hill Urban Renewal Plan of the City of Cedar Falls, State of Iowa, attached hereto as Exhibit 1 and incorporated herein by reference, be and the same is hereby approved and adopted as "Amendment No. 1 to the College Hill Urban Renewal Plan for the City of Cedar Falls, State of Iowa"; Amendment No. 1, including all of the exhibits attached thereto, is hereby in all respects approved; and the City Clerk is hereby directed to file a certified copy of Amendment No. 1 with the proceedings of this meeting.

Section 5. That, notwithstanding any resolution, ordinance, plan, amendment or any other document, Amendment No. 1 shall be in full force and effect from the date of this Resolution until the Council amends or repeals the Plan. The proposed Amendment No. 1 shall be forthwith

certified by the City Clerk, along with a copy of this Resolution, to the Recorder for Black Hawk County, Iowa, to be filed and recorded in the manner provided by law.

Section 6. That all other provisions of the Plan not affected or otherwise revised by the terms of Amendment No. 1, as well as all resolutions previously adopted by this City Council related to the Plan be and the same are hereby ratified, confirmed and approved in all respects.

PASSED AND APPROVED this 6th day of January, 2020.

Mayor

ATTEST:

City Clerk

Label the Amendment as Exhibit 1 (with all exhibits) and attach it to this Resolution.

EXHIBIT 1

AMENDMENT NO. 1 to the COLLEGE HILL URBAN RENEWAL PLAN

for the

COLLEGE HILL URBAN RENEWAL AREA

CITY OF CEDAR FALLS, IOWA

College Hill Urban Renewal Plan – 2011
Amendment No. 1 – 2020

**AMENDMENT NO. 1
to the
COLLEGE HILL URBAN RENEWAL PLAN**

CITY OF CEDAR FALLS, IOWA

INTRODUCTION AND BACKGROUND

The City of Cedar Falls, Iowa (the “City”) adopted the College Hill Urban Renewal Plan (“Plan” or “Urban Renewal Plan”) for the College Hill Urban Renewal Area (the “Area” or “Urban Renewal Area”) to help promote economic development and redevelopment, including blight remediation, in the Area. The City is amending the Plan with the adoption of this Amendment No. 1 to the Plan (“Amendment” or “Amendment No. 1”) in order to update and add urban renewal projects to be undertaken within the Urban Renewal Area.

Except as modified by this Amendment, the provisions of the original Urban Renewal Plan are hereby ratified, confirmed, and approved and shall remain in full force and effect as provided herein. In case of any conflict or uncertainty, the terms of this Amendment shall control.

AREA DESIGNATION

With the adoption of the original Plan, the City designated the Urban Renewal Area as an economic development area appropriate for the promotion of commercial development, as well as a blighted area appropriate for blight remediation and redevelopment. At the time of adopting the original Plan, the City found that the Urban Renewal Area was a blighted area due to vacant properties within the Area posing an ongoing safety concern and the age and condition of a substantial number of the existing structures in the Area, which were characterized as substandard or obsolete in terms of code compliance, aesthetic appearance, and due to deteriorated or deteriorating structures. As a whole, the City found that these conditions detracted from the functional unity, aesthetic appearance, safety, and economic potential of the Area and supported a finding of blight.

This Amendment makes no change to the Area’s designation, and ratifies, confirms, and approves the original findings of the City with respect to designating the Area as a mixed area suitable for economic development and blight remediation.

DESCRIPTION OF THE URBAN RENEWAL AREA

This Amendment makes no change to the boundaries of the Urban Renewal Area. For the reader’s convenience, the Urban Renewal Area is legally described in Exhibit A and is illustrated in Exhibit B.

BASE VALUE

The Urban Renewal Area has a previously established “base valuation” for the purposes of Tax Increment Financing (TIF). This Amendment makes no change to the established base values in the Urban Renewal Area.

LAND USE PLAN

The City has a general plan for the physical development of the City, as a whole, designated as the “Comprehensive Plan for the City of Cedar Falls,” adopted in May 2012. The Urban Renewal Plan and this Amendment, including the urban renewal projects described herein, are in conformity with the Comprehensive Plan.

The Amendment does not modify the City’s existing zoning policies or designations.

The need, if any, for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Urban Renewal Area is set forth in the Urban Renewal Plan, as amended. As the Area develops, the need for public infrastructure extensions and upgrades will be evaluated and planned for by the City.

PLAN OBJECTIVES

Renewal activities are designed to provide opportunities, incentives, and sites to promote economic development, including new and expanded commercial development and to alleviate and remediate blighting conditions. More specific objectives for development within this Urban Renewal Area include:

1. To reduce or eliminate blighting influences and to promote revitalization of existing retail/commercial properties.
2. To stimulate through public action and commitment, private investment in new retail/commercial development.
3. To plan for and provide sufficient land for commercial development in a manner that is efficient from the standpoint of providing municipal services and that encourages the creation and retention of jobs.
4. To provide for the installation of public infrastructure, including gas, water, and communications infrastructure, and public facilities in the Urban Renewal Area, which ultimately contribute to the sound development of the entire City.
5. To provide a more marketable and attractive investment climate through the use of various governmental incentives.

6. To achieve a diversified, well-balanced economy providing a desirable standard of living, creating job opportunities, and strengthening the tax base.
7. To encourage the redevelopment of previously blighted properties for retail, commercial, or residential purposes.
8. To encourage harmonious growth consistent with the needs of the City, including the minimization of effects on neighboring residential properties.
9. To develop a sound economic base that will serve as the foundation for future growth and development.
10. To provide reimbursement of City personnel costs and other administrative and legal fees associated with the development and implementation of urban renewal projects within the Urban Renewal Area.

TYPE OF RENEWAL ACTIVITIES

To meet the objectives of this Urban Renewal Plan and to encourage the development of the Urban Renewal Area, the City intends to utilize the powers conferred under Chapter 403 and Chapter 15A, *Code of Iowa*. Activities may include:

1. To undertake and carry out urban renewal projects through the execution of leases, contracts, and other instruments.
2. To make or have made surveys, studies, and plans necessary for the implementation of the Urban Renewal Plan or specific urban renewal projects.
3. To arrange for or cause to be provided the construction, relocation, or repair of public infrastructure, including but not limited to, streets, water, storm sewer, sanitary sewer, public utilities, sidewalks, street lights and signs, streetscaping and landscaping, or other related facilities and activities in connection with urban renewal projects.
4. To acquire property through a variety of means (purchase, lease, option, contract, etc.) and to hold, clear, or prepare the property for redevelopment, or to dispose of property.
5. To provide for the construction of specific site improvements such as grading and site preparation activities including site/soil reports and studies, access roads and parking, fencing, utility connections, and related activities.

6. To make loans, forgivable loans, tax rebate payments, or other types of economic development grants or incentives to private persons or businesses for economic development or blight remediation purposes on such terms as may be determined by the City Council.
7. To use tax increment financing to facilitate urban renewal projects, including, but not limited to, financing to achieve a more marketable and competitive land offering price and to provide for necessary physical improvements and infrastructure.
8. To borrow money and to provide security therefor.
9. To provide contributions and/or incentives for appropriate remediation, revitalization, redevelopment, and development projects.
10. To use any or all other powers granted by the Urban Renewal Act to develop and provide for improved economic conditions for the City of Cedar Falls and the State of Iowa.

Nothing herein shall be construed as a limitation on the power of the City to exercise any lawful power granted to the City under Chapter 15, Chapter 15A, Chapter 403, Chapter 427B, or any other provision of the *Code of Iowa* in furtherance in of the objectives of this Urban Renewal Plan.

PREVIOUSLY APPROVED URBAN RENEWAL PROJECTS

Various urban renewal projects in the Urban Renewal Area were authorized prior to the date of this Amendment, and may be continuing. This Amendment makes no change to the previously authorized urban renewal projects.

ELIGIBLE URBAN RENEWAL PROJECTS **(Amendment No. 1)**

1. Future Development Agreements

The City expects to consider requests for development agreements for projects that are consistent with this Plan, as amended, in the City’s sole discretion. The City expects to consider agreements that would lead to the creation and/or retention of jobs within the Area, or that contribute to the remediation and stabilization of blighted properties and return previously blighted properties to useful condition for public facilities or private development.

Such agreements are unknown at this time, but based on past history, and dependent on development opportunities and climate, the City expects to consider a broad range of incentives as authorized by this Plan, including but not limited to, land, loans, grants, tax

rebates, public infrastructure assistance, and other incentives. The costs of such development agreements are estimated not to exceed \$2,000,000.

2. Land Acquisitions

The City expects to consider acquiring land in the Urban Renewal Area to accommodate future economic development, to promote blight remediation projects, or to facilitate the provision of public services in an efficient manner to support development in the Urban Renewal Area. These acquisitions are expected to occur over the life of the Area as development occurs. The costs of such land acquisitions are estimated not to exceed \$1,500,000.

3. Capital Improvement Projects/Public Infrastructure Projects

Project	Estimated Project Date	Estimated Not to Exceed	Rationale
Sanitary sewer and other necessary infrastructure extensions within the Urban Renewal Area.	2019-2039	\$2,000,000	Support economic development growth and redevelopment of blighted properties in the Area
Construction of current or future public infrastructure within the Urban Renewal Area to include new and reconstructed roadways, alleys, sidewalks, parking lots or structures, recreation trails, lighting, or other public amenities in the Urban Renewal Area.	2019-2039	\$4,000,000	Support economic development growth and redevelopment of blighted properties in the Area
Other infrastructure tied to development and redevelopment, including but not limited to water, sanitary sewer, storm sewer, gas, electric, and communications in the Urban Renewal Area.	2019-2039	\$1,500,000	Support economic development growth and redevelopment of blighted properties in the Area
Construction, engineering, design, inspection costs, and all other related costs for potential roadway modifications within the Urban Renewal Area, including but not limited to intersection improvements or modifications, new roadways,	2019-2039	\$1,750,000	Support economic development growth and redevelopment of blighted properties in the Area

turning lanes, medians, and other road related improvements.			
Streetscape, landscaping and public art installation along roadways within the Urban Renewal Area.	2019-2039	\$500,000	Promote economic development growth and redevelopment of blighted properties within the Area through beautification efforts
Wayfinding Signage, or other appropriate City signage within the Urban Renewal Area, along with ongoing maintenance, repair, or replacement of existing signage within the Urban Renewal Area.	2019-2039	\$50,000	Promote economic development growth and redevelopment of blighted properties within the Area
Installation of public security cameras within the Urban Renewal Area.	2019-2039	\$300,000	Promote economic development growth and redevelopment of blighted properties within the Area by increasing safety for business owners, employees, and patrons within the Area.
College Hill Parking Lot Restoration Project – Mill and overlay public parking lot G and public parking lot J located within the Urban Renewal Area.	2021	\$250,000	Remediate blighting conditions and provide a safe parking surface for vehicles within the Urban Renewal Area, in order to encourage commercial traffic.
W. 22 nd Street Realignment and Expansion Project – Realignment of the intersection of College Street and W. 22 nd Street.	2020-2021	\$100,000	Remediate blighting conditions by aligning the intersection and providing an adequate street for functionality, safety and aesthetic improvements.

College Hill Maintenance and Improvements Project – Improvements to streets, sidewalks, benches, landscaping, public art, and pedestrian amenities.	2019-2039	\$500,000	Providing a safe environment for employees, visitors, and residents within the Urban Renewal Area.
Pavement Markings – This project will identify marking driveway edges within the Urban Renewal Area.	2021-2022	\$10,000	To improve parking conditions within the Urban Renewal Area, which will remediate blighting conditions and encourage commercial traffic.
Parking Lot Signage Improvements – This project will replace parking lot signage within the City-owned parking lots within the Urban Renewal Area.	2020-2021	\$10,000	To improve the visibility of public parking lots within the Urban Renewal Area, which will remediate blighting conditions and encourage commercial traffic.
	Total	\$10,970,000 (Estimated not to exceed)	

4. Fees, Costs, and Expenses (for urban renewal projects and planning)

Project	Estimated Project Date	Estimated Not to Exceed
Legal Fees:		
Legal, consulting, recording, publication, and other miscellaneous fees associated with land acquisition and economic development projects occurring within the Urban Renewal Area.	2019-2039	\$250,000
Personnel Costs and Other Administrative Expenses to Support Urban Renewal Projects and Planning:		
Staffing/Personnel related expenses including but not limited to salary and benefits incurred by Community Development Department and other	2019-2039	\$500,000

City personnel tied to supporting economic development and urban renewal projects within the Urban Renewal Area. Plan Amendment preparation and administration included.		
Engineering, Planning, and Study Costs:		
Visioning and Zoning Code Update for the College Hill neighborhood, including the Urban Renewal Area. This project will include professional services related to developing a detailed vision plan for the properties within the Area and an associated zoning ordinance for the College Hill neighborhood and nearby areas.	2019-2039	\$250,000 (The portion of the total project costs attributable to planning time and costs associated with properties in the Urban Renewal Area.)
Planning, design, studies and associated costs for the development of land within the Urban Renewal Area.	2019-2025	\$250,000
Traffic planning and studies tied to any roadway improvement projects.	2019-2039	\$250,000
	Total	\$1,500,000 (Estimated not to exceed)

5. Cedar Falls Utilities Projects

The City may consider using TIF funds to help finance various utility relocations and/or extensions within the Urban Renewal Area, as the need arises. The City expects that it may enter into agreements with Cedar Falls Utilities to provide for the provision of gas, water, communication, and electric utilities infrastructure as economic development and growth continues in the Urban Renewal Area. The availability of gas, water, communication, and electric utilities are important to support economic development and private development of commercial, retail, and residential properties. Further, the provision of such utilities serves to remediate blighting conditions caused by the lack of utilities or utility infrastructure without sufficient capacity to serve the nearby properties. The extension of utility services pursuant to such agreements may take place over the life of the Area. The cost of these agreements to be reimbursed through tax increment financing is estimated not to exceed \$4,000,000.

FINANCIAL DATA

Constitutional debt limit (as of July 1, 2019):	\$158,346,466
Current general obligation debt:	\$14,085,000

A specific amount of actual debt to be incurred for the Eligible Urban Renewal Projects

has not yet been determined. This document is for planning purposes only. The estimated project costs in this Plan are estimates only and will be incurred and spent over a number of years. In no event will the City's constitutional debt limit be exceeded. The City Council will consider each project proposal on a case-by-case basis to determine if it is in the City's best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area.

Subject to the foregoing, it is estimated that the cost of the Eligible Urban Renewal Projects (Amendment No. 1) as described above will be approximately \$19,970,000. This amount does not include financing costs, which will be incurred over the life of the Area.

URBAN RENEWAL FINANCING

The City intends to utilize various financing tools such as those described below to successfully undertake the proposed urban renewal actions. The City has the statutory authority to use a variety of tools to finance physical improvements within the Area. These include:

A. Tax Increment Financing.

Under Section 403.19 of the *Code of Iowa*, urban renewal areas may utilize the tax increment financing mechanism to finance the costs of public improvements, economic development incentives, or other urban renewal projects. Upon creation of a tax increment district within the Area, by ordinance, the assessment base is frozen and the amount of tax revenue available from taxes paid on the difference between the frozen base and the increased value, if any, is segregated into a separate fund for the use by the City to pay costs of the eligible urban renewal projects. Certain increased taxes generated by any new development, above the base value, are distributed to the taxing entities, if not requested by the City, and in any event upon the expiration of the tax increment district.

The City may also determine to use tax increment financing to provide incentives such as cash grants, loans, tax rebates, or other incentives to developers or private entities in connection with the urban renewal projects identified in the Plan, as amended. In addition, the City may determine to issue general obligation bonds, tax increment revenue bonds or such other obligations, or loan agreements for the purpose of making loans or grants of public funds to private businesses located in the Area for urban renewal projects. Alternatively, the City may determine to use available funds for making such loans or grants or other incentives related

to urban renewal projects. In any event, the City may determine to use tax increment financing to reimburse the City for any obligations or advances.

B. General Obligation Bonds.

Under Division III of Chapter 384 and Chapter 403 of the *Code of Iowa*, the City has the authority to issue and sell general obligation bonds for specified essential and general corporate purposes, including the acquisition and construction of certain public improvements within the Area and for other urban renewal projects or incentives for development consistent with the Plan, as amended. Such bonds are payable from the levy of unlimited ad valorem taxes on all the taxable property within the City of Cedar Falls. It may be, the City will elect to abate some or all of the debt service on these bonds with incremental taxes from this Area.

Nothing herein shall be construed as a limitation on the power of the City to exercise any lawful power granted to the City under Chapter 15, Chapter 15A, Chapter 403, Chapter 427B, or any other provision of the *Code of Iowa* in furtherance of the objectives of this Urban Renewal Plan.

SEVERABILITY/REPEALER

In the event one or more provisions contained in the Urban Renewal Plan or this Amendment shall be held for any reason to be invalid, illegal, unauthorized, or unenforceable in any respect, such a holding shall not affect any other provision of the Urban Renewal Plan or this Amendment, and the Urban Renewal Plan, as amended, shall be construed and implemented as if such provisions had never been contained herein.

Any parts of the Plan in conflict with this Amendment are hereby repealed.

URBAN RENEWAL PLAN AMENDMENTS

The Urban Renewal Plan, as amended, may be further amended from time to time for a number of reasons, including but not limited to, to change in the area, to add new urban renewal projects, to update and/or modify ongoing urban renewal projects, to delete completed urban renewal projects, to add or change land use controls and regulations, to modify goals or types of renewal activities, or to amend property acquisition and disposition provisions. The City Council may amend the Plan pursuant to appropriate procedures under Iowa Code Chapter 403.

EFFECTIVE PERIOD

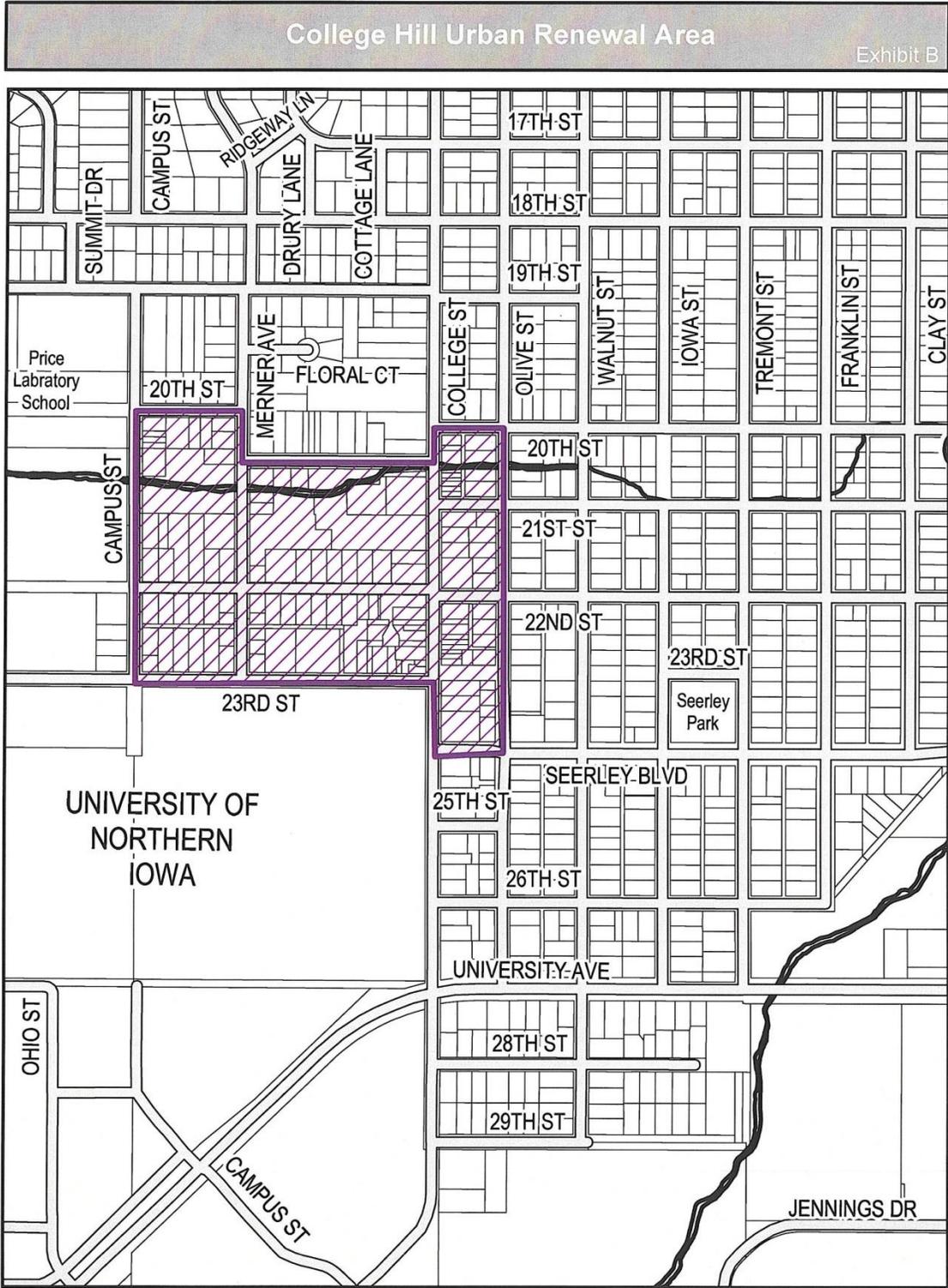
This Amendment will become effective upon its adoption by the Cedar Falls City Council. The Urban Renewal Plan, as amended, will remain in effect until it is repealed by City Council.

Because the Urban Renewal Area is based in part on a finding of blight, there is no statutory limit, or sunset, on the time period in which the City may implement Tax Increment Financing (TIF) or the “division of revenue,” as those words are used in Iowa Code Chapter 403 (2019), within the Urban Renewal Area. At all times, the use of tax increment financing revenues (including the amount of loans, advances, indebtedness or bonds which qualify for payment from the division of revenue provided in Iowa Code Section 403.19) by the City for activities carried out in the Urban Renewal Area shall be limited as deemed appropriate by the City Council and consistent with all applicable provisions of law.

EXHIBIT A
LEGAL DESCRIPTION OF THE COLLEGE HILL URBAN RENEWAL AREA

That part of Section 13 and that part of Section 14, Township 89 North, Range 14 West of the Fifth P.M. in the City of Cedar Falls, Black Hawk County, Iowa beginning at the intersection of the West line of College Street with the South line of Seerley Boulevard; thence North along said West line of College Street to the South line of West Twenty-third Street; thence West along said South line of West Twenty-third Street to the Southerly extension of the West line of Campus Street; thence North along said West line of Campus Street and its Southerly extension to the North line of West Twentieth Street; thence East along said North line of West Twentieth Street to the East line of Merner Avenue; thence South along said East line of Merner Avenue to the North line of West Twentieth Street; thence East along said North line of West Twentieth Street to the West line of College Street; thence North along said West line of College Street to the Westerly extension of the North line of West Twentieth Street; thence East along said North line of West Twentieth Street and its Westerly extension to the East line of Olive Street; thence South along said East line of Olive Street to the South line of Seerley Boulevard; thence West along said South line of Seerley Boulevard to the point of beginning.

EXHIBIT B
MAP OF THE COLLEGE URBAN RENEWAL AREA



CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

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

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2020.

City Clerk, City of Cedar Falls, State of Iowa

(SEAL)

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**ADMINISTRATION**

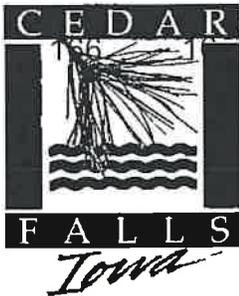
City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613
Phone: 319-273-8600
Fax: 319-273-8610
www.cedarfalls.com

MEMORANDUM

TO: Jacqueline Danielsen, MMC, City Clerk
FROM: Shane Graham, Economic Development Coordinator *SG*
DATE: December 10, 2019
SUBJECT: Amendment No. 1 to the College Hill Urban Renewal Plan Consultation Session Minutes

Jacque, attached for the City's file is an original of the Consultation Session Minutes from December 10, 2019 and the Consultation Session agenda. I will provide a copy of these materials to City Council for the January 6, 2020 public hearing.

Please let me know if you have any questions.

**ADMINISTRATION**

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

MEMORANDUM

TO: Jacqueline Daniels, MMC, City Clerk
FROM: Shane Graham, Economic Development Coordinator
DATE: December 10, 2019
SUBJECT: Consultation Session Minutes
Amendment No. 1 to the College Hill Urban Renewal Plan

On Tuesday, December 10, 2019, a consultation session was held at 11:00 a.m. in the Duke Young Conference Room, City Hall, 220 Clay Street, Cedar Falls, Iowa regarding the City's proposal to establish and implement Amendment No. 1 to the College Hill Urban Renewal Plan. Those in attendance included:

1. Shane Graham, Economic Development Coordinator

Since no other parties attended the consultation session after prior notice by mail, Mr. Graham ended the consultation session at 11:15 a.m.

Submitted by,

A handwritten signature in blue ink, appearing to read "Shane Graham", is written over a light blue horizontal line.

Shane Graham
Economic Development Coordinator

Amendment No. 1 to the College Hill Urban Renewal Plan
Consultation Session
December 10, 2019 @ 11:00 A.M.

AGENDA

1. Introduction of Attendees
2. Summary of Amendment #1 to College Hill Urban Renewal Plan
3. Implementation Schedule
4. Questions
5. Adjourn



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: Mayor Robert M. Green and City Council
FROM: Jaydevsinh Atodaria, Planner I
DATE: December 31, 2019
SUBJECT: Rezoning Request 4911 University Avenue (RZ19-006)

REQUEST: Rezone property from R-1, Residence District to C-1, Commercial District.
PETITIONER: Bradley H Jacobson, property owner
LOCATION: 4911 University Avenue

PROPOSAL

The petitioner, Bradley Jacobson, has requested to rezone 0.34 acres (15,200SF) of property from the R-1, Residence District, to the C-1, Commercial District. This property is located at 4911 University Avenue, east of the intersection with Veralta Drive.

BACKGROUND

The petitioner, Mr. Jacobson, owns the property at 4911 University, which is currently zoned R-1. There is currently a single family house on the property, which has been used as a residential rental since 2003. The residential unit on this property was constructed in 1955 and has an attached two-car garage. The property also has a detached accessory building located in the southwestern corner of the property, which is used for storage.

Mr. Jacobson also owns the abutting property to the west at 4919 University Avenue, which is 0.42 acres (18,400SF) and is located at the corner of University Avenue and Veralta Drive. This property was purchased by the applicant in 2000 and rezoned from R-1 to C-1 in order to convert the existing house into a commercial office for his insurance business. The 2001 rezoning of the property at 4919 University was subject to a zoning agreement that restricted development to the standards of the MPC, Major Thoroughfare Planned Commercial District. Staff notes that the property did not meet the minimum dimensional standards for the MPC Zone, so could not be zoned MPC at the time. Subsequent to that rezoning, the applicant acquired the adjacent residential property at 4911 and has been maintaining it as a rental

property. The most recent tenants have moved out and the applicant finds that due to the location along the busy commercial corridor, and the age and configuration of the house, it is no longer viable as a residential property. Mr. Jacobson has indicated that he is not ready to redevelop the property for commercial use at this time, but does not want to maintain a vacant residential structure, so is proposing to demolish the house. Since the attached garage and detached storage building are in good condition and would be useful in the interim for storage, he would like to retain these structures on the property. If the petitioner's request to rezone the property to C-1 is approved, his intent is to combine the two lots in order to expand the office located at 4919 University Avenue in the future or otherwise redevelop the property for commercial use in keeping with the original zoning agreement. The agreement ensures that any future development on the property will be in conformance with the standards of MPC Major Thoroughfare Planned Commercial District. The applicant is anticipating redevelopment of the property in the next three to five years. At that time he will be required to submit a site plan that complies with the zoning agreement and the standards of the MPC District.

ANALYSIS

Existing and Proposed Zoning

The request is to rezone 0.34 acres of land at 4911 University Avenue from R-1, Residential District to C-1, Commercial District. The R-1 Zone is intended for low density residential development. But today, University Avenue is a high traffic commercial corridor and this isolated residential property seems out of context with the abutting commercial development.

The C-1 Commercial Zone is a general commercial zone that allows a wide variety of commercial uses. However, it does not have specific standards to address the adjacency of the commercial properties along University Avenue with the adjacent lower intensity residential uses. In contrast, the MPC Major Thoroughfare Planned Commercial Zone has specific standards to address this adjacency, but as noted above when the petitioner's adjacent property at 4919 University was rezoned in 2001 it was too small to meet the dimensional standards of the MPC District. The solution was to rezone the property to C-1, subject to a zoning agreement that requires any redevelopment to comply with the standards of the MPC District.

The MPC Major Thoroughfare Planned Commercial district was established in order to ensure orderly growth and development of land immediately adjacent to University Avenue. The MPC district is intended to permit the development of a mixture of residential, institutional, professional office and commercial oriented land use in a manner that will result in minimal negative impacts upon adjacent low density residential areas. The MPC zone includes a number of standards to ensure that with development or redevelopment there will be adequate infrastructure, vehicular access and parking, open space and landscaping to create a buffer to any adjacent lower scale residential and enhance the appearance of the commercial corridor.

The major reason for rezoning 4911 University Avenue from R-1 to C-1 is to remain consistent with the zoning of the petitioner's abutting property and align the future development to be consistent with the University Avenue commercial corridor in a manner that is in compliance with the standards of the MPC District. Therefore, staff recommends and the petitioner has agreed to abide by the same zoning agreement that applies to the adjacent property at 4919 University Avenue. Staff also notes that in the short term, the petitioner will not be allowed to retain the existing accessory buildings if the house is torn down, unless the property is rezoned to C-1 and

the lot is combined with the lot at 4919 University, because accessory uses or buildings are allowed on a property that does not have a principal use.

Compliance with the Comprehensive Plan and Future Land Use Map

The Future Land Use Map in the City’s Comprehensive Plan indicates that this property and the adjacent properties located on University Avenue and Veralta Drive are appropriate for Office/Business Park (See image below). This land use category is intended for office and light industrial/research uses that do not generate noticeable external effects. It also states that strict control over signage, landscaping, and design is necessary for locations nearer to low intensity uses. The corner lot is already zoned C-1, Commercial district, which allows office uses and is subject to a zoning agreement that contains standards to address signage, landscaping, and design to reduce any negative effects on the adjacent low-scale residential neighborhood. The majority of the surrounding district is currently zoned for commercial. This request for rezoning the property located at 4911 University Avenue from R-1 Residence District to C-1 Commercial District does align with the City’s Comprehensive Plan and future land use map, provided there is a zoning agreement that ensures that any future development will be designed according to the standards of the MPC District.



Future Land use Map (Legends)

- Planned development - 
- Low Density Residential - 
- Office/Business Park – 

Access to Public Services

The property is located in a developed area of the city and has access to all utilities and public services.

Access to Adequate Street Network

The subject property has access to University Avenue and if combined with the property at 4919 University Avenue, the property could have cross access to Veralta Drive in the future. This access is adequate for commercial development of the property. Staff notes that no additional access points to University Avenue or Veralta Drive will be allowed.

PUBLIC NOTICE

A notice of public hearing was published in the *Waterloo Courier* on Friday, December 27, 2019.

TECHNICAL COMMENTS

City staff and Cedar Falls Utilities note that when the house is demolished, the existing water and sewer service will need to be disconnected and capped off in a manner and location approved by the City and Cedar Falls Utilities. The applicant would like to maintain electrical service to the remaining garage. These matters will be addressed with the application for demolition of the garage. In addition, in order to retain then existing garage, the side wall will need to be reconstructed to meet Building Code requirements and sided to match the existing garage.

PLANNING & ZONING COMMISSION

Discussion
and Vote
11/20/2019

The discussion item for Commission was a request to rezone property at 4911 University from R-1, Residential to C-1, Commercial. Chair Holst introduced the item and Mr. Atodaria provided background information. He explained that the property is approximately 0.34 acres and contains a single family home with an attached two-car garage and a detached accessory structure. It has been registered as a rental unit since 2003 and the owner also owns the adjacent property at 4919 University Avenue. The property at 4919 University Avenue was rezoned from R-1 to C-1 to convert the existing home into a commercial office in 2001. The petitioner would like to tear down the house on the property at 4911 and combine the lots of 4911 and 4919 University to allow for future expansion of the office at 4919 or for other commercial use. The residential zoning of the property is inconsistent with the City's Future Land Use Map and is located between two other commercial properties. Staff noted that it would make sense to rezone this property to C-1 to be consistent with the adjacent property owned by the petitioner. Mr. Atodaria noted that the property at 4919 was rezoned subject to a conditional zoning agreement that any development would comply with the standards of the MPC Zoning District, which will ensure that there is a good buffer and transition from commercial to the lower-scale residential neighborhood to the south. He noted the property currently has access to University Avenue, and once combined will also have access from Veralta Drive. Staff notes that no new access points to University Avenue or Veralta Drive will be allowed. All public services are available to the property. Staff recommends approval of the rezoning request subject to a conditional zoning agreement that ensures that future development of the property is in accordance with the standards of the MPC District.

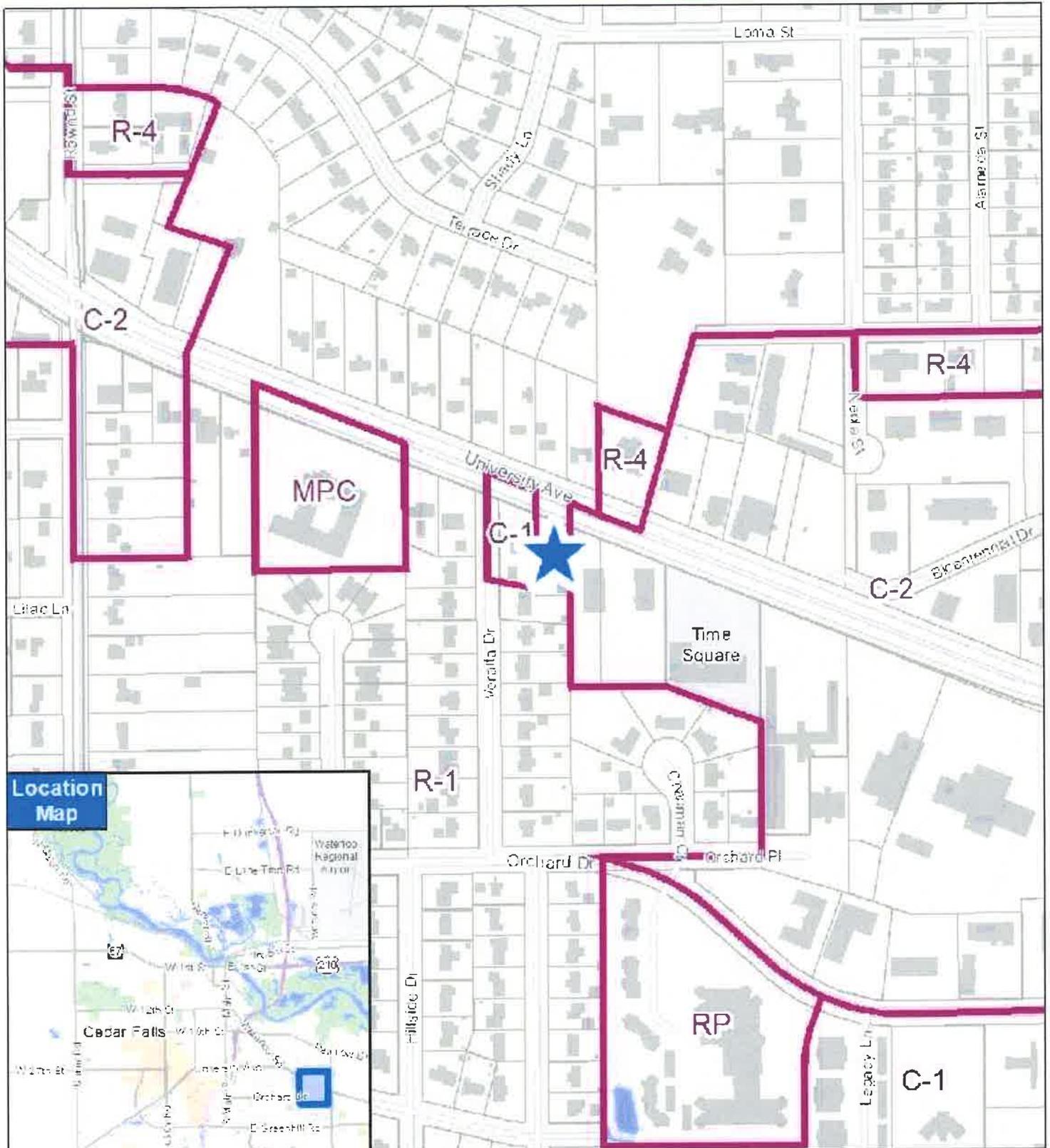
Brad Jacobsen, 806 Latham Place, stated that he is the owner of the properties and that he has decided that the property would be better suited to be a commercial property. Chair Holst noted that the project is consistent with the Master Plan for the area. The item was approved unanimously with respect to the stipulations in the staff report by Planning and Zoning Commission.

Mr. Hartley made a motion to approve the item. Ms. Adkins seconded the motion. The motion was approved unanimously with 7 ayes and 0 nays.

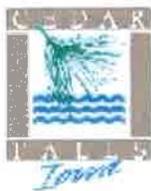
RECOMMENDATION

The Planning & Zoning Commission recommends approval of the request to rezone this property from R-1 Residence District to C-1 Commercial District, subject to a conditional zoning agreement that ensures that future development of the property is in accordance with the standards of the MPC District and that no additional access points will be allowed to University Avenue or Veralta Drive. Staff recommended approval in a report dated November 12, 2019.

Attachments: Location Map
 Rezoning Aerial Photo
 Submittal materials from the Petitioner
 Copy of the Courtesy Notice to surrounding property owners
 Conditional Zoning Agreement
 Ordinance to Rezone

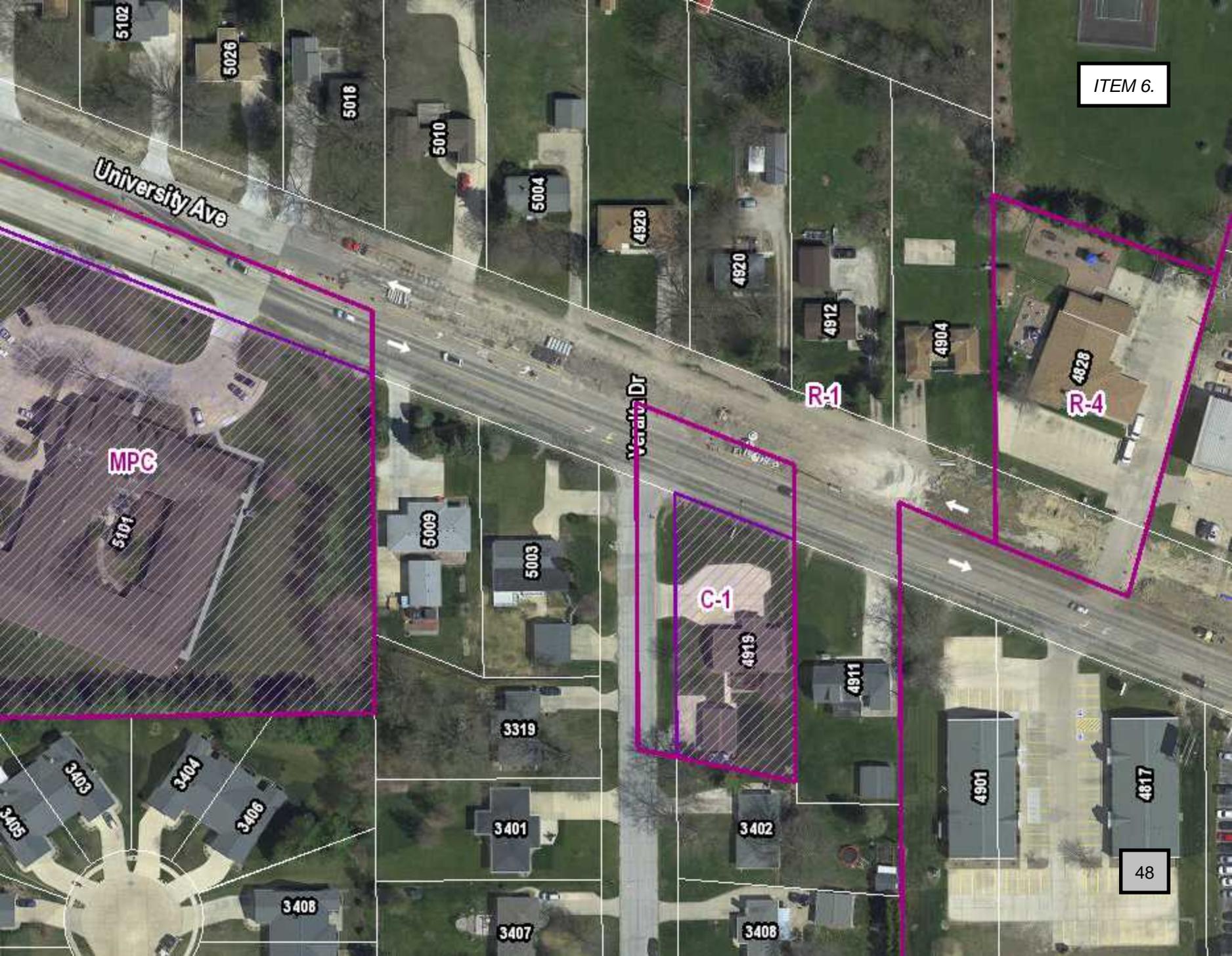


Location Map



4911 University Ave

ITEM 6.



Letter of Rezoning Request

Date: 10-21-2019

TO: The Planning and Zoning Commission and the
City Council of the City of Cedar Falls, Iowa

FROM: Bradley H Jacobson
806 Latham Place, Cedar Falls, IA 50613

Regarding:

Purpose of Rezoning and Combining 4911 and 4919 University Avenue, Cedar Falls, Iowa

I respectfully request that the Planning and Zoning Commission and the City Council of the City of Cedar Falls, Iowa, rezone the above described real estate as follows:

Rezoning 4911 University to combine with 4919 University and update the current Zoning Agreement for 4919 to reflect the combination of the properties.

I purchased 4919 University in 2000 with the intention of moving my Insurance Office to this location. This property was rezoned from R1 to C1 in 2001, restricted with a Zoning Agreement to all aspects of the MPC code with the exception of the 150 foot lot width requirement. (At the time of rezoning in 2001, I did not own 4911 University and 4919 University was only 90 feet wide). My office opened on this location in October, 2002.

I purchased 4911 University in 2003 and it has been a Rental Property complying with the Cedar Falls Rental Property code since that time. The most recent tenants moved out in August 2019, and rather than re-renting, I would rather remove the house and keep the attached garage for personal storage.

I am currently applying for Zoning on both properties to eliminate the Zoning Agreement at 4919 University and to change the zoning at 4911 University from Residential to Commercial for future expansion of my office that is located at 4919 University.

I am anticipating expanding my office in the next 3-5 years onto the property at 4911 University Avenue. In the meantime, the two garages that will remain on the property will be used for personal storage.

Thank you for your consideration.

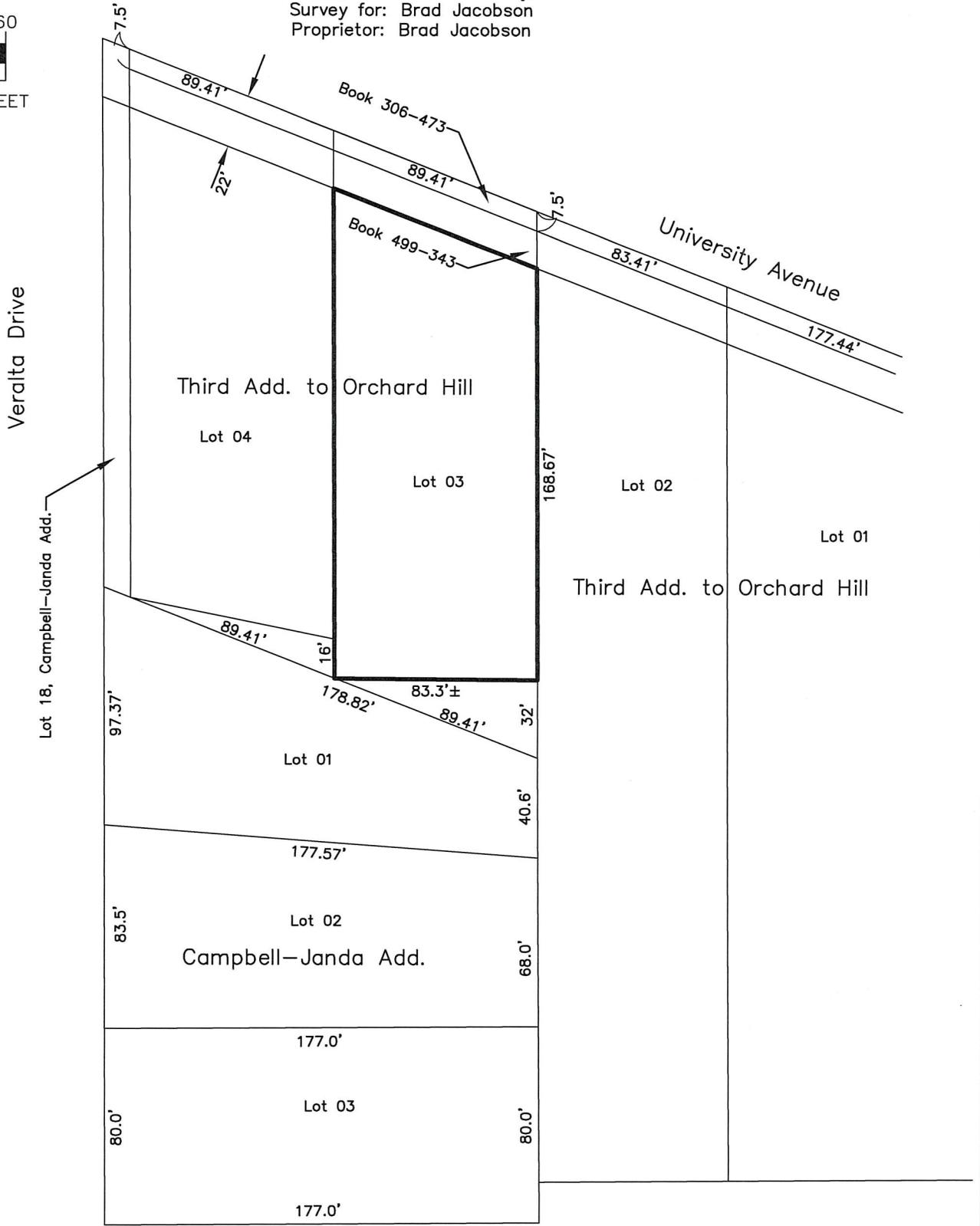
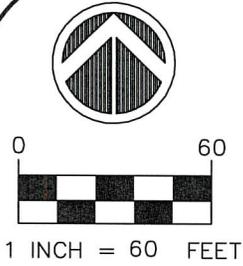
Sincerely,

Bradley H Jacobson

ZONE CHANGE PLAT

SHEET 1 OF 1

Zone Change from R-1 TO C-1
 Part of Lot 3, Third Add. to Orchard Hill,
 Cedar Falls, Black Hawk County, Iowa
 Survey for: Brad Jacobson
 Proprietor: Brad Jacobson



LEGAL DESCRIPTION Zone Change from R-1 TO C-1

Lot No. 3 in Third Addition to Orchard Hill Plat in the City of Cedar Falls, Black Hawk County, Iowa, except those parts thereof conveyed to the State of Iowa by deeds recorded in 306 TLD 473 and 499 Deed 343 and also that part described as follows; Beginning at the Southwest corner of said Lot No. 3; thence Southeasterly along the Southwesterly line to the Southeast corner of said Lot No. 3; thence North along the East line of said Lot No. 3 a distance of 32 feet; thence Westerly on a direct line 83.3 feet more or less to the point of beginning.



CERTIFICATION
 I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.
 Signature: *David L. Schell*
 David L. Schell, P.L.S.
 Date: Oct. 18, 2019 License No. 16775
 Pages or Sheets Covered by this Seal: This Sheet Only
 My license renewal date is December 31, 2020

CES FILE NO. ML

CS

Prepared by: Karen Howard, Planning & Community Services Manager, 220 Clay Street, Cedar Falls, IA 50613
(319) 273-8600

ORDINANCE NO. _____

AN ORDINANCE REPEALING SECTION 26-118,
DISTRICT BOUNDARIES OF DIVISION I GENERALLY
OF ARTICLE III DISTRICT AND DISTRICT
REGULATIONS OF CHAPTER TWENTY-SIX (26)
ZONING, OF THE CODE OF ORDINANCES, OF THE
CITY OF CEDAR FALLS, IOWA, AND RE-ENACTING
SAID SECTION 26-118 OF SAID ORDINANCE, AS
AMENDED, SO AS TO APPLY AND INCLUDE THE
CHANGE IN THE ZONING MAP OF THE CITY OF
CEDAR FALLS, IOWA, AS PROVIDED BY THIS
ORDINANCE (Case #RZ19-006)

WHEREAS, the owner of property located at 4911 University Avenue in Cedar Falls, Iowa has requested a rezoning from R-1 to C-1; and

WHEREAS, the Comprehensive Plan indicates that this property is appropriate for office and business park uses; and

WHEREAS, Owner does not currently have any specific plans to redevelop the subject property and therefore does not have a detailed development site plan; and

WHEREAS, the subject property directly abuts a low density residential neighborhood; and

WHEREAS, the Planning and Zoning Commission has determined that, with appropriate conditions with regard to building design, signage, building and parking setbacks, outdoor lighting, and open space buffering and landscape screening, the requested zoning would ensure an appropriate transition to the low density residential neighborhood and would be consistent with the Comprehensive Plan; and

WHEREAS, the Planning and Zoning Commission has determined that since a detailed site plan has not be submitted at this time, if the property were to be developed according to the minimum site development standards that apply in the Major Thoroughfare Planned Commercial

(MPC) District, an appropriate transition between the commercial properties and the residential neighborhood could be established; and

WHEREAS, Iowa Code Section 414.5 provides that as a part of an ordinance changing land from one zoning district to another zoning district, a city council may impose conditions on a property owner which are in addition to existing regulations, if the additional conditions have been agreed to in writing by the property owner before the public hearing required by Iowa Code Section 414.5, or any adjournment of the hearing, and if the conditions are reasonable, and are imposed to satisfy public needs which are directly caused by the requested change; and

WHEREAS, the owner of the property to be rezoned has agreed that the property shall be developed in accordance with the terms and conditions of the Conditional Zoning Agreement, attached hereto, to ensure appropriate development in this area of the city; and

WHEREAS, the City Council of the City of Cedar Falls, Iowa, finds that, as a condition of the approval of the rezoning request, certain conditions must be imposed on the property owner and on the property which the City Council finds are reasonable and necessary in order to satisfy public needs which would be directly caused by the rezoning of the property as described herein; and

WHEREAS, the City Council of Cedar Falls, Iowa, deems it to be in the best interests of the City of Cedar Falls, Iowa, to approve said rezoning, subject however, to the conditional zoning agreement attached hereto and incorporated herein; and

WHEREAS, the said Section 26-118, District Boundaries of Division I, Generally, of Article III, Districts and District Regulations, of Chapter Twenty-six (26), Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, provides that the zoning map of the City of Cedar Falls, Iowa, attached thereto, is incorporated into and made a part of said Ordinance;

WHEREAS, notice of public hearing has been published, as provided by law, and such hearing held on the proposed amendment; now, therefore,

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

Section 1. That the following described real estate:

LOT NO. 3 IN THIRD ADDITION TO ORCHARD HILL PLAT IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, EXCEPT THOSE PARTS THEREOF CONVEYED TO THE STATE OF IOWA BY DEEDS RECORDED IN 306 TLD 473 AND 499 DEED 343 AND ALSO THAT PART DESCRIBED AS FOLLOWS; BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT NO. 3; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE TO THE SOUTHEAST CORNER OF SAID LOT NO. 3; THENCE NORTH ALONG THE EAST LINE OF SAID LOT NO. 3 A DISTANCE OF 32 FEET; THENCE WESTERLY ON A DIRECT LINE 83.3 FEET MORE OR LESS TO THE POINT OF BEGINNING.

Be and the same is hereby removed from the R-1 Residential District and added to the C-1 Commercial District, subject, however, to the conditions set forth in the conditional zoning agreement attached hereto, and by this reference incorporated herein as fully as though set out word for word in this ordinance, which conditions are hereby imposed upon the property owner, his successors and assigns, and upon the above-described real estate, and shall run with the land.

Section 2. That the zoning map of the City of Cedar Falls, Iowa, be and the same is hereby amended to show the property described in Section 1, above, as now being in the C-1 Commercial District, subject to a conditional zoning agreement, and the amended map is hereby ordained to be the zoning map of the City of Cedar Falls, Iowa, as amended.

Section 3. That said Section 26-118, District Boundaries of Division I, Generally, of Article III, Districts and District Regulations, of Chapter Twenty-six (26), Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, be and the same is hereby repealed and hereby re-enacted in the identical language as the same now is, in order that the same shall apply to and include the change hereby made in the zoning map of the City of Cedar Falls, Iowa.

INTRODUCED: _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

CONDITIONAL ZONING AGREEMENT

This agreement is made and entered into this _____ day of _____, 2020, by and between Bradley H. Jacobson, hereinafter referred to as the “Owner,” and the City of Cedar Falls, Iowa, hereinafter “The City.”

WHEREAS, Owner owns the real estate located at 4911 University Avenue, Cedar Falls, Iowa, and legally described as follows:

LOT NO. 3 IN THIRD ADDITION TO ORCHARD HILL PLAT IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, EXCEPT THOSE PARTS THEREOF CONVEYED TO THE STATE OF IOWA BY DEEDS RECORDED IN 306 TLD 473 AND 499 DEED 343 AND ALSO THAT PART DESCRIBED AS FOLLOWS; BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT NO. 3; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE TO THE SOUTHEAST CORNER OF SAID LOT NO. 3; THENCE NORTH ALONG THE EAST LINE OF SAID LOT NO. 3 A DISTANCE OF 32 FEET; THENCE WESTERLY ON A DIRECT LINE 83.3 FEET MORE OR LESS TO THE POINT OF BEGINNING.

WHEREAS, Owner has submitted a request to rezone the above-described real estate from R-1 Residential Zoning District to C-1 Commercial Zoning District under the Zoning Ordinance of the City of Cedar Falls, Iowa (Case #RZ19-006); and

WHEREAS, Owner does not currently have any specific plans to redevelop the subject property and therefore does not have a detailed development site plan; and

WHEREAS, the subject property directly abuts a low density residential neighborhood; and

WHEREAS, the Planning and Zoning Commission has determined that, with appropriate conditions with regard to building design, signage, building and parking setbacks, outdoor lighting, and open space buffering and landscape screening, the requested zoning would ensure an appropriate transition to the low density residential neighborhood and would be consistent with the Comprehensive Plan; and

WHEREAS, the Planning and Zoning Commission has determined that since a detailed site plan has not been submitted at this time, if the property were to be developed according to the minimum site development standards that apply in the Major Thoroughfare Planned Commercial (MPC) District, an appropriate transition between the commercial properties and the residential neighborhood would be established; and

WHEREAS, Iowa Code Section 414.5 provides that a City Council may impose reasonable conditions on granting a rezoning request, in addition to existing regulations, in order to satisfy public needs caused by the requested zoning change; and

WHEREAS, the Owner acknowledges that the requested rezoning that allows commercial development on property directly adjacent to a low density residential

neighborhood may result in negative impacts to the aesthetics, privacy and the quiet enjoyment of residential property unless future commercial development is carefully designed and more intense commercial activities are appropriately set back and buffered from the abutting residential properties; and

WHEREAS, the Owner acknowledges that to preserve orderly and efficient traffic flow on adjacent streets, no additional access points will be granted to University Avenue, but that a cross access drive may be established across the abutting property at 4919 University Avenue to provide vehicular access to Veralta Drive; and

WHEREAS, the Owner acknowledges that the certain conditions and restrictions outlined herein are reasonable to ensure that the development of the property is consistent with the City's Comprehensive Plan; and

WHEREAS, the Owner agrees to develop this property in accordance with the terms and conditions set forth in this conditional Zoning Agreement.

NOW, THEREFORE, it is hereby agreed by and between the above named parties that the following conditions are hereby imposed on the Owner, and his successors and assigns and the above described real estate, in addition to the existing regulations governing real estate included in the C-1, Commercial Zoning District. Said conditions are as follows:

1. Owner agrees to abide by all of the legal requirements, regulations and restrictions of the MPC Major Thoroughfare Planned Commercial District under Section 26-182, of the Code of Ordinances of the City of Cedar Falls, Iowa, with the following exceptions:
 - a. The above-described real estate need not meet the minimum lot width requirement of 150 feet. The above-described real estate has a lot width of 80 feet along University Avenue and a lot depth of 190 feet; and
 - b. A shared cross-access drive may be established across the property at 4919 University Avenue, including across the required side yard areas; and across the side yard area of the subject property at 4911 University Avenue to provide for additional traffic circulation to and from the subject property and Veralta Drive;
2. Prior to redevelopment or new construction on the site, a detailed development site plan that meets the standards and requirements set forth in Section 26-182, MPC, Major Thoroughfare Planned Commercial District, of the City Code, shall be submitted for review and approval by the Planning and Zoning Commission and the City Council; and
3. No additional access drives to University Avenue shall be established.

FURTHERMORE, it is hereby acknowledged and agreed by and between the Owner and the City that:

1. The conditions contained herein are reasonable conditions to impose on the land

Prepared by: Jacqueline Daniels, City Clerk, 220 Clay Street, Cedar Falls, Iowa 50613 (319) 273-8600

ORDINANCE NO. 2960

AN ORDINANCE REPEALING DIVISION 3, COLLEGE HILL SELF-SUPPORTED MUNICIPAL IMPROVEMENT DISTRICT, OF ARTICLE X, MUNICIPAL IMPROVEMENT DISTRICTS, OF CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, AND ENACTING IN LIEU THEREOF A NEW DIVISION 3, ESTABLISHING A SELF-SUPPORTED MUNICIPAL IMPROVEMENT DISTRICT WITHIN THE CITY OF CEDAR FALLS, IOWA.

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

Division 3, College Hill Self-Supported Municipal Improvement District, of Article X, Municipal Improvement Districts, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and the following new Division 3, College Hill Self-Supported Municipal Improvement District, is enacted in lieu thereof:

DIVISION 3. COLLEGE HILL SELF-SUPPORTED MUNICIPAL IMPROVEMENT DISTRICT

Section 2-1085. Created; purpose.

There is hereby created in the city a self-supported municipal improvement district as defined in Chapter 386 of the 2019 Code of Iowa (referred to in this Article as "the Act"), the name of which district shall be the "College Hill Self-Supported Municipal Improvement District" (sometimes referred to in this article as the "district"), the purposes of which shall include those set forth in Section 2-1088.

Section 2-1086. Boundaries.

- (a) The proposed District includes contiguous property wholly within the boundaries of the City of Cedar Falls, and is comprised only of real property zoned for commercial or industrial uses, and property within any duly designated historic district, specifically excluding property zoned as residential property, unless the residential property is within a duly designated historic district. The proposed boundaries of the District are as follows: (All references to streets and street intersections refer to the center line or center point of the public right-of-way.)
- (b) That part of the Southeast Quarter of Section 14 and the Southwest Quarter of Section 13, Township 89 North, Range 14 West of Fifth P.M. in the City of Cedar Falls, Black Hawk County, Iowa. Beginning at the Southeast (SE) corner "Campus Addition Cedar Falls, Black Hawk County, Iowa", point also

being the intersection of East (E) line of said addition and centerline of West Twenty-third Street; thence West along said centerline of West Twenty-third Street, to the East line of the West nine inches (9") of Lot 5, Campus Addition, extended South (S) to said centerline of West Twenty-third Street; thence North (N) along said extended East (E) to point on South (S) line of North 24.75 feet of said Lot 5, point being 57 feet West (W) of East line said Lot 5; thence deflect West to Southwest corner Lot 31 said Campus Addition; thence deflect North along East line of Lot 31 said Campus Addition to Southwest corner of Lot 1 of "Arthur P. Cotton's Addition Cedar Falls, Black Hawk County, Iowa"; thence deflect left to West line of Lot 1 Arthur P. Cotton's Addition; thence deflect North along said West line extended and continuing North along the West line of Lot 28 Arthur P. Cotton's Addition to Northwest corner said Lot 28; thence deflect West, along North line of Lot 27 Arthur P. Cotton's Addition to point 408.2 feet west of Southeast corner of Lot 43 of "Auditor Rainbow's Plat No. 3, Black Hawk County, Iowa"; thence deflecting North 86.2 feet as platted in said Auditor Rainbow's Plat No. 3; thence deflecting West 68.8 feet to point lying in Lot 41, which is 7 feet East of the West line of Lot 16 in "Sunnyside Addition Black Hawk County, Iowa"; thence deflecting North to point on South line Lot 16 Sunnyside Addition, 7 feet West of West line said Lot 16; thence West 7 feet to Southwest corner said lot 16; thence deflect North along West line said Lot 16 to point in said West line Lot 16, 100 feet South of Southerly right-of-way of West Twentieth Street; thence deflect West 25 feet to point in West line Lot 15, said Sunnyside Addition, 100 feet South of Southerly right-of-way of West Twentieth Street; thence deflect North 100 feet to Southerly right-of-way of West Twentieth Street; thence continue North on West line Lot 15 extended to center line of West Twentieth Street; thence deflect East along said centerline to its intersection with the centerline of College Street; thence deflecting North from said intersection North to intersection with the extended center line of West Twentieth Street as established through "Railroad Addition Black Hawk County, Iowa" and a portion of the unplatted Southwest Quarter of Section 13, Township 89 North, Range 14 West of Fifth P.M. in the City of Cedar Falls, Black Hawk County, Iowa lying East of the Easterly right-of-way of College Street; thence East along centerline of said Twentieth Street to point where the West line of Lot 8 of Block 13 Railroad Addition would intersect if extended North; thence deflect to the right along said extended West line of Lot 8 of Block 13 Railroad Addition continuing along West lines of Lots 5, 6, and 7, and the extension South of the West line of said Lot 5 to its intersection with centerline of Twenty-first Street; thence East on said centerline to a point which would intersect with the extension of said line, 82.5 feet West of the East line of Lot 1 of Block 36 Railroad Addition if extended North, point also being the North line said Block 36; thence continue South along said line 66 feet to North line of "Normal Plat Black Hawk County, Iowa"; thence deflect West along said North line Normal Plat to point 116 feet East of West line said Normal Plat (point also being the East right-of-way line of College Street); thence deflect South 132 feet to point on North line of Lot 3 Normal Plat which is 115.18 feet East of West line said Normal Plat (said West line also being the East right-of-way line of College Street); thence deflect East to point 132 feet more or less from West line said Normal Plat; thence deflect South to South line of Lot 4 said Normal Plat (point also being North line of Twenty-second Street); thence continue South 33 feet to centerline of said Twenty-second Street; thence deflect East to

centerline of Olive Street as laid out in “Normal Addition Black Hawk County, Iowa”; thence deflect South along centerline said Olive Street to point which would intersect the South line of vacated West Twenty-third Street, if extended East to centerline of Olive Street; thence deflect West along South right-of-way line of said Twenty-third Street to West line said Normal Plat (point also being the East right-of-way line of College Street); thence continue West along said extended right-of-way line to East line of Campus Addition; thence deflect South along said East addition line to Southeast corner Campus Addition the point of beginning.

Section 2-1087. Findings.

It is found and determined that the above-described property meets the relationship and benefits requirements of Chapter 386.3(1)(c) of the Act. Specifically, the District is to be comprised of property related in some manner, including but not limited to present or potential use, physical location, condition, relationship to an area, or relationship to present or potential commercial or other activity in an area, so as to be benefited in any manner, including but not limited to a benefit from present or potential use of enjoyment of the property, by the condition, development or maintenance of the district or of any improvement or self-liquidating improvement of the district, or be comprised of property the owners of which have a present or potential benefit from the condition, development or maintenance of the district or of any improvement or self-liquidating improvement of the district.

Section 2-1088. Funding; purpose.

The purpose for the creation of the District and the imposition of a tax thereunder is to provide funding for the administrative expenses of the District to pay for the services of the College Hill Partnership, which develops and encourages retail businesses by way of promotion, development, growth, and organization, and which shall serve as an operation tax. Administrative expenses include, but are not limited to, administrative personnel salaries, a separate administrative office, planning costs including consultation fees, engineering fees, architectural fees, legal fees, and all other expenses reasonably associated with the administration of the District and the fulfilling of the purposes of the District. Parcels of property which are assessed as residential property for property tax purposes are exempt from the tax levied, except residential properties within a duly designated historic district.

Section 2-1089. Tax levies.

- (a) The City is hereby authorized to levy taxes pursuant to Section 386.8 of the Act for operations.
- (b) The maximum rate of tax to be imposed upon property in the District for operations shall be two dollars and seventy-five cents (\$2.75) per thousand dollars (\$1,000.00) of net taxable valuation per year, commencing with the levy for tax collection in the fiscal year beginning July 1, 2020, and continuing through fiscal year ending June 30, 2025. All monies collected pursuant thereto shall be deposited into the College Hill Self Supported Municipal Improvements District Fund, for the purposes outlined herein.

Section 2-1090. Copies on file.

The City Clerk shall cause a copy of the ordinance codified in this article to be filed in the Office of the Black Hawk County Recorder and in the Office of the Black Hawk County Treasurer.

INTRODUCED: _____ December 16, 2019 _____

PASSED 1st CONSIDERATION: _____ December 16, 2019 _____

PASSED 2nd CONSIDERATION: _____

PASSED 3rd CONSIDERATION: _____

ADOPTED: _____

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

I, Robert M. Green, the undersigned, do hereby resign from my office as Cedar Falls Council Member At-Large for the City of Cedar Falls, Iowa. The effective time and date of my resignation is 12:00 p.m. Central Standard Time on January 2, 2020. I am resigning for the sole purpose of assuming the office of Mayor of the City of Cedar Falls, Iowa, the office to which I have been duly elected.

Robert M. Green

Robert M. Green

12/16/2019

Date

4:52 pm

Time

STATE OF IOWA)

) ss:

COUNTY OF BLACK HAWK)

This record was acknowledged before me on the 16th day of December, 2019, by Robert M. Green.

Jacqueline K. Danielson

Notary Public in such County and State



(Seal or stamp)



ROBERT M. GREEN

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

ITEM 10.

MEMORANDUM
Office of the Mayor

TO: City Council
FROM: Mayor Robert M. Green
DATE: January 2, 2020
SUBJECT: Designation of Mayor Pro Tempore

1. In accordance with Ordinance 2-187(b)(9), I hereby designate Mr. Frank Darrah as the mayor pro tempore for the City of Cedar Falls.
2. In my declared absence, Mr. Darrah shall carry out the duties and responsibilities of Mayor, with the exception of actions described in the Code of Ordinances.
3. Mr. Darrah brings a wealth of knowledge and experience to this role, having served in a variety of leadership positions within the city, from the Parks and Recreation Commission, to the Planning and Zoning Commission, and since 2006 as Ward 2's elected representative on the Cedar Falls City Council.
4. The people and government of Cedar Falls have benefited tremendously from Mr. Darrah's service over many decades, and I look forward to benefiting from his counsel as the mayor pro tempore and as the vice-president of the City Council.

#



ROBERT M. GREEN

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

ITEM 11.

MEMORANDUM
Office of the Mayor

TO: City Council
FROM: Mayor Robert M. Green
DATE: January 2, 2020
SUBJECT: CY2020 Appointment of Standing Committees

1. I hereby appoint the following standing committees of the Cedar Falls City Council, as required by required by Section 2-68 of the Code of Ordinances.
 - a. **Administration Committee:** Susan deBuhr, Frank Darrah, Simon Harding, Daryl Kruse, Mark Miller, David Sires.
 - b. **Public Works Committee:** Susan deBuhr, Frank Darrah, Simon Harding, Daryl Kruse, Mark Miller, David Sires.
 - c. **Community Relations and Planning Committee:** Susan deBuhr, Frank Darrah, Simon Harding, Daryl Kruse, Mark Miller, David Sires.
2. In accordance with reference (a), the first person named on each committee shall be the chair of that committee.
3. Standing committees require seven committee members; with the vacant City Council (At Large) seat, this requirement cannot be met. Once the seat is filled, a new appointment memorandum will be issued.

#

Mayor:

Jim Brown (outgoing)
Rob Green (elect)

City Council:

Mark Miller
Susan DeBuhr
Frank Darrah
Daryl Kruse
Dave Wieland (outgoing)
Tom Blanford (outgoing)
Dave Sires (elect)
Simon Harding (elect)

Facilitated by:

Eric Christianson
ejchr@iastate.edu
(515) 231-6513

Aimee Viniard-Weideman
aimeevw@iastate.edu
319-427-3383

GOAL SETTING SESSION 2019

Introduction

The City of Cedar Falls requested Iowa State Extension and Outreach (ISUEO) assist the city with goal setting. ISUEO agreed to organize and facilitate a process that involved the following steps:

1. Conduct interviews with the Mayor and City Council Members to discuss recent accomplishments, issues/trends/concerns, potential new initiatives/programs/policies, and suggestions to improve organizational effectiveness.
2. Conduct a preliminary session with department heads.
3. Conduct two goal-setting sessions with the elected officials.
4. Preparation of this final report.

Goal Setting Work Sessions

City Council Members held goal setting work sessions conducted by ISUEO on December 9 and 10, 2019. In attendance and participating at these meetings were current Council Members Mark Miller, Susan DeBuhr, Daryl Kruse, and Frank Darrah, outgoing Council Members Dave Wieland and Tom Blanford, current Council Member and Mayor-elect, Rob Green, and newly elected Council Members Simon Harding and Dave Sires. Tom Blanford served as Mayor Pro Tem.

Also attending were City Administrator, Ron Gaines, Director of Community Development Stephanie Houk Sheetz, Public Safety Director/Police Chief Jeff Olson, Director of Finance and Business Operations Jennifer Rodenbeck, Director of Public Works, Chase Schrage, City Attorney, Kevin Rogers, Building Official, Jamie Castle, Tourism and Cultural Manager, Kim Manning, David Wicke, City Engineer, and Communications Specialist, Amanda Huisman.

In addition, the facilitators and City Administrator held individual meetings with the Mayor and City Council Members on October 28 and 29. A summary of those interviews is included with this report as Exhibit A.

ISUEO held a preliminary session with department heads on November 7. In attendance at these sessions were City Administrator Ron Gaines, Director of Community Development Stephanie Houk Sheetz, Public Safety Director/Police Chief Jeff Olson, Director of Finance and Business Operations Jennifer Rodenbeck, and Director of Public Works, Chase Schrage.

Policy Agreements

After review and discussion, the group reached general agreement on the following policy issues:

1. FY 20-21 Budgetary/Financial Goals:
 - a. Property Tax Goal – Increase no more than CPI on residential properties
 - b. Cash Reserves Goal – Maintain at 20% (15-25% by resolution)
 - c. Plan for FY 20-21 budget without state backfill
 - d. Continue Bond Replacement Policy
 - e. Maintain debt strategy that protects at least 25-30% of capacity
 - f. Seek minimum private donation match of 25% of recreation & quality of life projects
 - g. Maintain fiscal discipline and maintain compliance with Financial Policies
 - h. Update timeline to comply with new state property tax law
2. Emergency fund
 - a. Maintain balance of at least \$1.5 million for emergencies
3. Black Hawk County Gaming Association

Staff provided a timeline of projects requested for funding from Black Hawk County Gaming Association. Council was supportive of the project list and timing proposed.

4. River Improvement Project
 - a. Council supports staff's proposed CIP timeline
 - b. Council approves proposed changes to funding mix including a private ask of \$500,000 and \$300,000 in Hotel/Motel Tax.
 - c. Council requires all the private donations at beginning of project.
5. Code Enforcement policy
 - a. Council supports the continuation of current city policy:
 - responding on a complaint basis city wide
 - proactively, grid by grid, in focus areas
6. Visioning – there was agreement to continue the following sequence of visioning and code revision projects:
 - 1) Downtown
 - 2) College Hill
 - 3) University Ave corridor
 - 4) Other areas may follow

7. Economic development policies
 - a. Continue to transfer \$1.3 million of TIF release per year from the general fund into the economic development fund.
 - b. Reconsider of TIF policies (Downtown & College Hill) including additional incentives for: architectural design, adaptive reuse, and public parking.
 - c. Exploring the establishment of a downtown Urban Revitalization District.
 - d. Maintain a balance of approximately \$4 million in the Economic Development Fund.

8. Parking – Downtown, College Hill
 - a. Allow 15 minutes free in public lots if the existing technology allows it.
 - b. No senior pass discounts
 - c. Businesses may purchase passes for employees at the regular rate.
 - d. Allow volunteer parking to be prepaid at the regular rate if possible
 - e. Explore allowing businesses to pay parking fees or tickets for clients

9. Washington/2nd St. Project & E. 3rd / State St. Projects
 - a. Explore public-private parking agreements in the downtown area.

10. 100 Block parking lot
 - a. Reimburse improvements as the lot is deeded to the city

11. Bicycle Plan implementation/complete streets
 - a. Continue implementation of the Bicycle Plan
 - b. Ask the Bicycle Pedestrian Committee to update the Bicycle Plan. Council would like to see a simplified and safer updated version of the plan.

12. Rental to owner conversion program
 - a. Continue to fund the rental to owner conversion program and revisit the program again in 5 years.

13. Idaho Road Reconstruction
 - a. Council is interested in a plan for the vacation of Idaho Rd

14. The following were identified as continuing priorities/ongoing commitments:
 - a. New hospital and redevelopment of the existing property
 - b. Develop Storm water/Grading ordinance
 - c. Evaluate additional land acquisition for economic development
 - d. Evaluate adding new TIF Districts or re-establishing existing districts
 - e. Communicate with Regional Workforce Development Agency to identify ways to retain recent graduates from UNI and young workers
 - f. Pettersen Plaza redevelopment
 - g. Continued expansion in the industrial park
 - h. Island Park reconstruction and maintenance

- i. Sanitary sewer extensions and tapping fee districts
 - j. W 27th St. project
 - k. Union Rd. project
 - l. Main St Reconstruction
 - m. Greenhill/58 Intersection project (City match of \$4 million)
 - n. City Hall remodel
15. Legislative Priorities: There was general agreement that the council supported the list of legislative priorities shared by staff.
16. Marketing grants
- a. The City Administrator has the authority to approve marketing grants that are confidential or time-sensitive.
17. School District Partnerships
- a. Financial contributions for the North Cedar playground and new rubber surface
 - b. Continued investigation of options for partnerships for providing public pools.
 - c. Council does not support reducing building permit fees, but does support allowing staff to negotiate plan review fees with the School District.
18. Waterloo Regional Airport
- a. Exploring financial contributions to the Waterloo Regional Airport
19. General Personnel Issues
- a. Add the positions proposed by staff in the FYE21 budget.
 - b. Fund existing tuition reimbursement program for staff.
 - c. Conduct a staff climate survey
 - d. City Administrator approves all budgeted hiring requests. Unbudgeted positions will be approved by City Council.
20. The participants agreed that the following policy issues should be discussed at future City Council Work Sessions:
- a. Wastewater regionalization options
 - b. MET Route Restructuring (scheduled for presentation at council meeting at Jan 6)
 - c. North Cedar drainage study
 - d. Bicycle plan update
 - e. Presentation on PSO history & current reality – consideration of hiring consultant after presentations.
 - f. Hearst Center Study
 - g. Training and role for Human Rights, Planning and Zoning Commission, Board of Adjustment, and City Council.
 - h. Reconsideration of council packet submission deadline
21. New initiatives for the Upcoming 24 Months

- a. Move forward on developing a plan for connecting Ashworth.
- b. Restructure goal setting document to avoid using bullet points
- c. Revisit the 2016 urban chicken ordinance
- d. Hire a consultant to develop sustainability plan

Final Comments

It was a pleasure to again assist the City of Cedar Falls with this goal setting process. We were particularly impressed with the level of cooperation and collaboration between the City Council and the staff.

Eric Christianson
Aimee Viniard-Weideman
Iowa State University Extension and Outreach

December 11, 2019

EXHIBIT A**CITY OF CEDAR FALLS GOAL SETTING – 2019
ELECTED OFFICIALS INTERVIEW RESPONSES**

1. From your perspective, how is the City of Cedar Falls doing?
 - Doing well (7)
 - Great staff (3)
 - Goal setting process has improved (2)
 - Proud of University Ave award (2)
 - One of top cities in IA
 - Innovative
 - Financially stable
 - Budget passage is generally not contentious
 - PSO issue – lots of tension, misinformation (3)
 - Busy / Possibly doing too much (2)
 - Need to balance growth and economic development

2. In your opinion, what are the key issues of paramount importance to the City of Cedar Falls that need to be addressed in terms of leadership direction, goals, programs, policies and resource allocation in order to achieve the city's strategic vision?

- Staff (5)
 - Morale (2)
 - Turnover and retirements (2)
 - Social media abuse policy needed
 - worksite/work culture/morale assessment needed
 - Succession planning – lots of excellent employees retiring
- Rezoning / Form-based zoning (5)
 - Visioning downtown and college hill and University Ave
 - Current zoning process has developers avoiding Cedar Falls
- River improvements - White Water project (4)
- Prioritize infill development, more development in older pts of town (3)
- Wastewater Treatment Regional discussion (3)
 - Need strong control/oversight if working with other communities
- Revitalize downtown (3)
- Parking (downtown and College Hill) (3)
 - Explore resident only parking
- Sustainability committee / Climate action plan (2)
- Status of “emergency fund”; appropriate level of fund (2)
- PSO issue (2)
 - Strategic plan?
- 1st street (2)
- Repurpose College Square Mall
- University Avenue TIF
- Role of bike task force (makes recommendations, is not the decision maker)
- Recruit new developers
- UNI metro transportation
- Streets – repair and replace
- Availability of housing – esp. for first-time owners and younger workers
- Retention of UNI graduates in the community
- Backyard Chickens

3. What specific issues or concerns would you like to see addressed at the council goal setting session on Nov. 13?
- Whitewater Plan – feasibility of moving up the timeline (2)
 - Emergency fund reserve – what fund balance do we need to maintain? (2)
 - Building code and code enforcement (2)
 - Some buildings not well maintained
 - Similar requirements for owner-occupied and rental units
 - Regional Water Treatment facility
 - Use of health trust fund
 - Hearst Center feasibility study
 - Main Street
 - PSO – need to clarify misunderstandings
 - Communication with community; repair positive image of CF
 - Waterloo Cedar Falls dynamics – human rights (what is our role?)
 - Staff social media policy
 - Stop readdressing old problems without new information or reasons to review
 - North Cedar residential development
 - Employee satisfaction
 - Downtown streetscape expansion
 - TIF
 - College hill bar scene – Ames and Iowa City have “no minors after 10 pm”
 - Creation of student residential zones
 - Rental task force
 - Resident-only parking
 - Work with UNI to help them in student recruitment goals

4. Are there specific major projects that are currently under consideration by the City Council that you would like to see completed? If so, please identify them.

- Revitalization of Community Main Street (5)
 - Concerns with narrowing
- Whitewater feature and river bank improvements (2)
- North Cedar improvements (2)
 - Repair flood damaged bike trail
 - Drainage study
- Visioning for Main Street and College Hill
- Industrial Park – keep inviting new business
- Parks and bikeways continue improvements
- Form-based zoning
- Security on College Hill
- Complete 1st Street
- Center Street streetscape project
- Greenhill and Main (need to address congestion)
- Tree planting policy (are we planting too many trees?)
- PSO communication improvements
- City hall facility renovations

5. What new priority initiatives, programs or policies would you like the council to consider as part of this year's goal setting process?

- No new initiatives / manage workload
- Increase staff
- Maintain our reserves
- Rec Center – visioning discussion
- Purposeful infill model
- Study regionalization of Waste Water Treatment
- Establish University Ave Corridor TIF District
- Fireworks laws – Revisit idea of matching Waterloo's law
- Climate action plan
- Social media policy
- Wetland bank
- Student retention efforts with UNI
- North Cedar Playground added to CIP

6. What should be the city's top legislative priorities – state and/or federal – for the upcoming year?

- Protect Backfill (6)
- TIF – leave it alone (6)
- New lobbyist; need more updates (3)
- Advocate for increased funding for UNI (2)
- Defend existing tax incentives
- Address *ex parte* communication issue on state-wide basis (2)
- Mental health funding
- Allow self-lending
- Clean Water legislation (ensure that cities have access to funds)
- Pursue state-wide public employee health plan (similar to IPERS)
- Change fireworks law to allow cities to prohibit sales
- Support local sales tax on internet purchases
- Federal lobbying with Army Corps if there are issues with riverfront project

7. Are there any issues regarding organizational effectiveness, decision-making processes, teamwork or related issues you would like to have discussed during goal setting?
- Staff (5)
 - Doing a great job (2)
 - maintaining/retaining, turnover, rough year
 - Succession planning – transition planning
 - Internal climate assessment survey
 - Pleased with the goalsetting process (2)
 - Create more opportunities for work sessions (2)
 - Must come to clear decisions and direction for staff.
 - PSO Communications to deal with misinformation
 - More opportunities for council socialization – get to know each other, build relationships
 - Encourage council to do “ride-alongs” with staff, tours of city facilities, projects
 - UNI student liaison on council – does that position have a purpose? Encourage liaison to ask questions, participate in discussions
 - Ex parte communications
 - Pictures of more city staff on the website
 - Look for efficiencies, with tools like LEAN
 - Council members need to promote CF and each other in positive ways
 - How best to review the city administrator; council involved as a whole?
 - Make City’s goal and policy document earlier to read by using numbers instead of bullets & move fiscal policy to an addendum

Abstract of Votes

Black Hawk County, Iowa

We, the undersigned members of the County Board of Canvassers, hereby certify the following to be a true and correct abstract of the votes cast in this county, at the 2019 City-School Election held on Tuesday, November 05, 2019, as shown by the tally lists returned from the several election precincts.

City of Cedar Falls - Mayor

Jim Skaine	Received Three Hundred and Thirty (330) votes
Rob Green	Received Four Thousand Six Hundred and Twenty-Five (4,625) votes
Jim Brown	Received Three Thousand Four Hundred and Eighty-Two (3,482) votes
Scattering	Received Twenty-One (21) votes
Total	Eight Thousand Four Hundred and Fifty-Eight (8,458) votes

We therefore declare :

Rob Green to be duly elected for the office of City of Cedar Falls - Mayor.

IN TESTIMONY WHEREOF, we have hereunto set our hands and caused to be affixed the seal of this county by the Clerk of the Board of Supervisors at Waterloo, the county seat of Black Hawk County, this Friday, November 08, 2019.

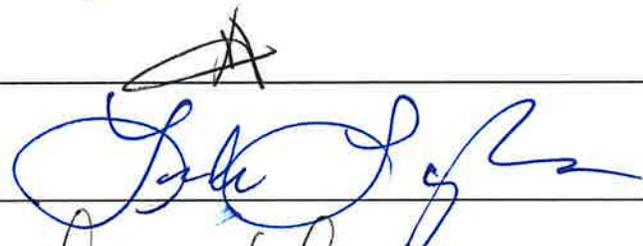


Chairperson



Members of the Board of Supervisors and ex-officio County Board of Canvassers

(Seal)



Attest: County Auditor and Clerk of the Board of Supervisors

Abstract of Votes

Black Hawk County, Iowa

We, the undersigned members of the County Board of Canvassers, hereby certify the following to be a true and correct abstract of the votes cast in this county, at the 2019 City-School Election held on Tuesday, November 05, 2019, as shown by the tally lists returned from the several election precincts.

City of Cedar Falls - City Council Ward 2

Derick Rogers	Received Seven Hundred and Sixty-Eight (768) votes
Susan deBuhr	Received Nine Hundred and Nine (909) votes
Scattering	Received Seven (7) votes
Total	One Thousand Six Hundred and Eighty-Four (1,684) votes

We therefore declare :

Susan deBuhr to be duly elected for the office of City of Cedar Falls - City Council Ward 2.

IN TESTIMONY WHEREOF, we have hereunto set our hands and caused to be affixed the seal of this county by the Clerk of the Board of Supervisors at Waterloo, the county seat of Black Hawk County, this Friday, November 08, 2019.

Tom Lill

Chairperson

Cy White

[Signature]

(Seal)

Nana Kaideg

[Signature]

Attest: County Auditor and Clerk of the Board of Supervisors

[Signature]
Alex Shon

Members of
the Board
of
Supervisors
and ex-
officio
County
Board of
Canvassers

State of Iowa
Abstract of Votes

ITEM 13.

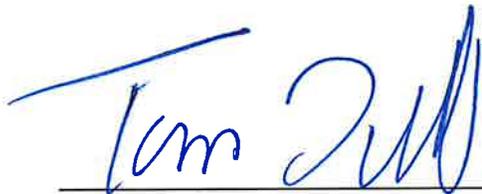
Black Hawk County, Iowa

We, the undersigned members of the County Board of Canvassers, hereby certify the following to be a true and correct abstract of the votes cast in this county, at the 2019 City-School Election held on Tuesday, November 05, 2019, as shown by the tally lists returned from the several election precincts.

City of Cedar Falls - City Council Ward 4

Tom Blanford	Received Four Hundred and Fifty (450) votes
Simon Harding	Received Three Hundred and Seventy-Four (374) votes
Fred Perryman	Received Ninety-Seven (97) votes
Scattering	Received Four (4) votes
Total	Nine Hundred and Twenty-Five (925) votes

IN TESTIMONY WHEREOF, we have hereunto set our hands and caused to be affixed the seal of this county by the Clerk of the Board of Supervisors at Waterloo, the county seat of Black Hawk County, this Friday, November 08, 2019.



Chairperson











(Seal)

Attest: County Auditor and Clerk of the Board of Supervisors



Members of
the Board
of
Supervisors
and ex-
officio
County
Board of
Canvassers

Abstract of Votes

Black Hawk County, Iowa

We, the undersigned members of the County Board of Canvassers, hereby certify the following to be a true and correct abstract of the votes cast in this county, at the 2019 City-School Election held on Tuesday, November 05, 2019, as shown by the tally lists returned from the several election precincts.

City of Cedar Falls - City Council At-Large

Nick Taiber	Received Three Thousand One Hundred and Seventy-One (3,171) votes
Dave Sires	Received Two Thousand Six Hundred and Thirty-Seven (2,637) votes
Nate Didier	Received Two Thousand Two Hundred and Thirty-One (2,231) votes
Scattering	Received Eighteen (18) votes
Total	Eight Thousand and Fifty-Seven (8,057) votes

IN TESTIMONY WHEREOF, we have hereunto set our hands and caused to be affixed the seal of this county by the Clerk of the Board of Supervisors at Waterloo, the county seat of Black Hawk County, this Friday, November 08, 2019.

Tom Luth

Chairperson

Cory White

[Signature]

[Signature]

Wana Hardig

[Signature]

Attest: County Auditor and Clerk of the Board of Supervisors

[Signature]
[Signature]

Members of
the Board
of
Supervisors
and ex-
officio
County
Board of
Canvassers

(Seal)

ABSTRACT OF VOTES

Black Hawk County, Iowa

We, the undersigned Members of the Board of Supervisors and ex-officio County Board of Canvassers for this County, do hereby certify the following to be a true and correct abstract of the votes cast in this County at the 2019 Black Hawk County City Runoff (CF) Election held on the 3rd day of December, 2019, as shown by the tally lists returned from the several election precincts.

CEDAR FALLS COUNCILMEMBER AT-LARGE

Black Hawk

Dave Sires	Received two thousand three hundred thirty-seven (2337) votes
Nick Taiber	Received two thousand one hundred four (2104) votes
Candidate Total	Four thousand four hundred forty-one (4441) votes
SCATTERING	Ten (10) votes
TOTAL	Four thousand four hundred fifty-one (4451) votes

We therefore declare:

Dave Sires duly elected for the office of CEDAR FALLS COUNCILMEMBER AT-LARGE for the term of 4 years.

CEDAR FALLS COUNCILMEMBER WARD 4

Black Hawk

Tom Blanford	Received two hundred seventy-two (272) votes
Simon Harding	Received three hundred seventy-eight (378) votes
Candidate Total	Six hundred fifty (650) votes
SCATTERING	Three (3) votes
TOTAL	Six hundred fifty-three (653) votes

We therefore declare:

Simon Harding duly elected for the office of CEDAR FALLS COUNCILMEMBER WARD 4 for the term of 4 years.

IN TESTIMONY WHEREOF, we have hereunto set our hands and caused to be affixed the seal of this county by the Clerk of the Board of Supervisors.

Done at Waterloo the county seat of Black Hawk County, this 5th day of December, 2019.

Chairperson _____

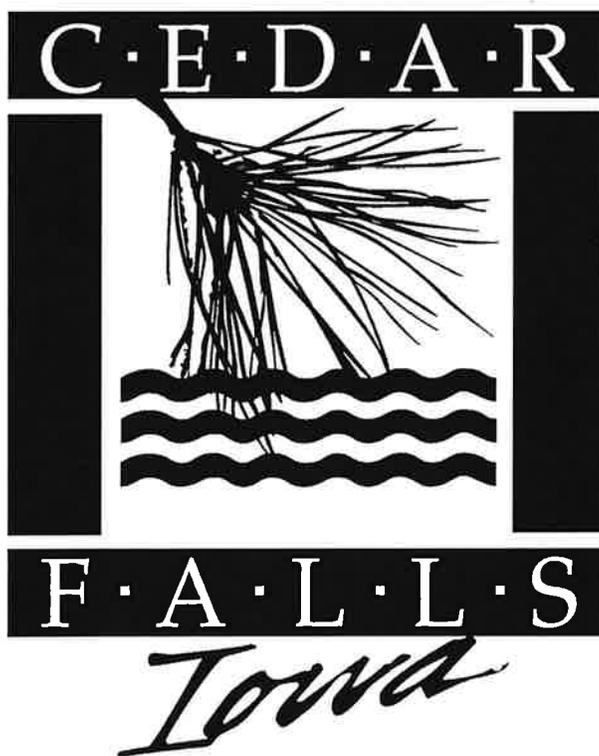
(Seal)

Members of the Board of Supervisors and ex-officio County Board of Canvassers
--

Attest: Heleen R. Steffen
 County Auditor and Clerk of the Board of Supervisors

CITY OF CEDAR FALLS

DEPARTMENTAL MONTHLY REPORTS



November 2019

NOVEMBER 2019 MONTHLY REPORTS
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**Finance & Business Operations
Financial Services
November 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 FY20 are monitored monthly. The daily cash balances and budget to actual revenues and expenditures for all funds for FY20 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 Clerk and investing idle cash to provide safe investments while maximizing interest earnings. Currently, the City has \$96,433,500 invested in CD's and \$5,300,000 in a liquid money market.

<u>Investments</u>	<u>Transactions</u>	<u>Amount</u>
CD's Matured	1	\$4,000,000.00
CD's Purchased	1	\$4,000,000.00
PFMM Withdrawal	0	0.00
CD/Investment Interest		\$125,772.21

FY20 Capital Improvements Plan

All departments submitted their FY2020-2025 Capital Improvement Plan (CIP) requests. The CIP will be presented to Planning & Zoning Commission and Council Committee in January with the public hearing and formal approval also occurring in January.

FY21 Budget

The FY21 budget process was started in November. All departments submitted their budget requests. The budgets will be compiled in December and January and revenue projections will also be completed at that time.

FY21 Goal Setting

Materials and information were prepared for the FY21 Goal Setting Sessions that the City Council will hold in December. During those sessions, the City Council will outline various priorities and parameters that will aid in the development of the CIP and the FY21 budget.

TIF & Urban Renewal Reporting

Certifications for the five active TIF districts were filed with Black Hawk County prior to the December 1st deadline. The annual Urban Renewal Report was also filed with the Iowa Department of Management before the December 1st deadline.

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.

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 report was 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 November, 37 payroll checks and 744 direct deposits were processed.
5. Capital asset additions were monitored during the month.
6. Accounts receivable were processed and 226 invoices were mailed out to customers.
7. 1,699 transactions for accounts payable were processed and approved by the City Council for payment and 535 checks were mailed out to vendors.
8. Continued to provide bookkeeping support to the Cedar Falls Community Foundation.
9. Continued to provide bookkeeping support to Sturgis Falls.

Benefit & Compensation Activities

1. Cafeteria benefit plan enrollment materials were distributed for 2020 re-enrollment and staff entered returned enrollment forms online as they were returned.
2. Revisions of the Summary Plan Descriptions (“SPD”) for the two health plans and dental plan that were requested in October were approved by Wellmark. The SPDs were finalized to be approved by City Council in December.
3. Health fund data for the first three months of FY20 was reviewed with Holmes Murphy. Data related to the initial health and dental renewal rates will be received and reviewed with Holmes Murphy in December.

4. Hy-Vee Gift cards were provided to 80 employees who completed the first wellness challenge of the fiscal year, "Know Your Numbers," following the November 21 Wellness Committee meeting. Amanda Dorr, Wellness Consultant from Wellmark, was present at the meeting to discuss the results of the wellness assessment completed by employees. City staff also coordinated a meeting with Holmes Murphy to discuss wellness plan goals and potential alternative wellness program vendors in December.
5. Letters were sent certified to retirees on the City's health, dental, and life insurance plans informing them that the City will no longer provide health, dental, and life insurance to retirees upon the retiree reaching the age of 65 or becoming eligible for Medicare, whichever occurs first.
6. The City continued working with Susan Freed of Davis Brown Law Firm on a new notice of privacy practices and related HIPAA compliance. The notice of privacy practices was completed and will be sent for council approval in December.

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, Library Assistant-Technical Services, Maintenance Worker, Planner I, Public Safety Officer; PT positions: Administrative Assistant, Community Service Officer, Crossing Guards, Library Intern, Parking Attendant, seasonal and special purpose positions for the Community Development and Public Works departments.
2. Follow-up and preparations took place for the October 23rd, November 13th, and December 11th Commission meetings.
3. Employment application revisions continued to be discussed. An updated draft is expected for City departmental review in December.
4. Current job classifications were reviewed and summarized for lifting requirements, and post-offer, pre-employment back assessments were demonstrated and discussed during a meeting with Arrowhead Medical Center staff. Further review of position requirements and job classifications will be needed for further back assessment determinations.
5. Staff attended the annual Ahlers & Cooney employment law seminar.
6. Review of the new Federal Motor Carrier Safety Administration (FMCSA) regulation effective January 6, 2020 continued and staff attended a meeting presented by Arrowhead Medical Center related to it. The regulation implements a Clearinghouse database that will provide drug and alcohol violation records for current and prospective candidates holding a CDL (commercial driver's license) or CLP (commercial learner's permit) that work, or will work, in safety sensitive positions with the City. The Clearinghouse will assist employers with new regulation requirements, including pre-employment and annual queries for new and current employees.

Miscellaneous Personnel Activities

1. Staff assisted with general personnel, group benefit questions, and 2020 cafeteria plan open enrollment.
2. The performance evaluation templates were reviewed and/or updated for December/January distribution.

Finance and Business Operations Information Systems Division Monthly Report November 2019

Software Purchase/Installation/Upgrade Activities

- Software installations included:
 - Upgraded Avigilon 6 to ACC 7 on all PCs that had the client
 - Installed LAMA on Inspectors laptop
 - Installed Happy on Section 8 computer – uninstalled from Section 8 intern computer
 - Installed AutoTurn on Engineering computer
 - TraCS software was manually upgraded on a PD MDC because of continuous fail messages.
 - The Millennium door lock client was installed on the Graphic Designer's PC for ID badge printing.

Equipment Purchase/Installation/Upgrade Activities

- Equipment purchases included:
 - DIN Rail Power Supplies (3) for downtown cameras: Amazon (\$210.96)
 - Industrial 60W GB PoE+ Injectors (3) for downtown cameras: Amazon (\$377.97)
 - iPhone 11 cases and screen protectors (3): Amazon (\$115.87)
 - 50' HDMI cable for Public Works: Walmart (\$34.92)
- Equipment Installations included:
 - A TV on a rolling cart was setup in the Tourism conference room.
 - A cover was put on a com box in the Public Safety Apparatus Bay, using the skyjack.

Project and Assistance Activities

- Additional Cameras for College Hill and Downtown Areas
 - 2 cabinets were installed, downtown, to house some wiring and network switches for camera infrastructure.
 - Worked with Vendor to get a definite delivery date on switch needed for new cameras.
- Graphic design projects for the month included:
 - **Hearst Center:** exhibit promo materials, miscellaneous posters/fliers, post-cards, vinyl, winter brochure
 - **Tourism:** print and digital ads, group itineraries, Christmas graphic
 - **Rec Center:** class fliers, fitness schedule updates, xFit graphic

- **Other:** website and social media maintenance/graphics, business cards, miscellaneous printing and trimming, TV slides, department power point slides, Fire Contest certificates, Rec Center graphics, Wellness challenge materials, Currents print bids, winter Currents prep
- Assistance Activities:
 - SD cards were pulled from Place 2 Play cameras and video was reviewed of a vandalism incident that occurred.
 - A TV was setup with digital signage at the Tourism building. End users were also trained on the use of this system.
 - 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.
 - Created VB Script for mail merge to save Ash Tree Letters as individual documents.

Problem Resolution Activities

- Marco support was contacted because of a license violation issue on our client phones. A new virtual licensing server need to be setup and configured to allow the connection between our system and the Mitel licensing server, on the web.
- After a CFU power outage on the south end of town, The Falls Aquatic Center switch and TV's at the PSS building needed to be put back online.
- Code Enforcement couldn't add email signature to his new laptop – removed Microsoft Desktop Apps
- Inspector couldn't get LAMA to load on laptop – reinstalled LAMA
- Admin computer was running sluggish – ran disk cleanup and AV scan
- Hearst Center couldn't print any of her documents – reinstalled the printer drivers

- Cable TV computer was running sluggish – disk cleanup, AV scan, ran system file checker, and adjusted performance settings for best performance
- Communication Specialist couldn't get into her email – removed her mail profile and ran Office repair
- Admin couldn't open job application – converted from docx to doc file
- Section 8 Admin opened Excel document and was blank – opened document in new window under view tab
- Public Records Admin couldn't get documents to print – power cycled printer
- Public Records Admin soft key for Planner on phone was not working
- Stormwater Inspector couldn't access VPN – disable and turn on her hot spot
- City Attorney calendar wasn't syncing with his mobile device – update password
- Public Safety Records Admin or CSO's couldn't move scanner at PD – had her swap workstations until we get out there
- Label printer at Public Safety wasn't printing to full capacity – change to 4:3
- Grandeye camera at Transfer Station was offline – power cycled camera
- Public Safety had power outage – turn on all mini PCs and get camera displays, status monitors, and scheduling software going
- Admin couldn't capitalize her letters while remoting into a different machine – caps lock was on machine she remoted into
- Stormwater had to enter PIN to print B&W – printer preferences were set to color, changed to B&W
- PSO couldn't get open an Access database – restored folder from snapshot as it was deleted from previous night
- PSO couldn't use her scanner in car – USB cable disconnected from port
- Ben kept getting prompted for Jon's Outlook credentials – ran Office repair

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 4 CF Volleyball matches
 - Marshalltown (Regional Final)
 - State Quarterfinal vs. Waukee
 - State Semifinal vs. Ankeny
 - State Championship vs. West Des Moines Valley
 - Produced 2 Cedar Falls Football home games (full productions)
 - Dubuque Senior
 - Bettendorf

- Produced 1 UNI Football home games for the Panther Sports Network
 - Indiana State
 - Produced 2 UNI Men's Basketball games for the Panther Sports Network
 - Old Dominion
 - Tennessee Martin
 - Produced 2 Sports Talk shows
 - CF Boys Golf Recap
 - CF State Cross Country Recap
 - Produced three additional Holiday Hoopla promos
 - Aired 4 Panther Sports Talk summer shows
 - Aired 4 "The Heartland" shows featuring University of Iowa athletics.
 - Began production for State Volleyball Championship documentary.
 - Shot Holiday Hoopla Kickoff for Holiday Hoopla 2019 Show
- **City News** - Continued weekly news format program "Cedar Falls City News" including the following stories:
 - Seerley Park memorials; Nancy Price
 - University Avenue received Infrastructure International Award
 - Pettersen Plaza plans
 - Panther Pride street banners for light poles in Downtown CF
 - Halloween on Main
 - Ash Tree removal for private property owners
 - Rec Center Indoor Park
 - Veterans Memorial Park entrance sign
 - Downtown Shuttle MET update
 - Highway 58/Viking Road intersection opens
 - Community Main Street receives donation
 - Downtown Parking toppers
 - Hartman Reserve? Second Sunday Speaker: Vern Fish "Paddling"
 - Ice Harvest Festival preview

Geographical Information Systems (GIS)

- Projects:
 - Met with Engineering staff to discuss a presentation for city street names on council committee
 - Met with Public Works staff to view a demo on a new AVL system for snow and refuse trucks
 - Met with Public Works staff to view a demo on new MDC and AVL for Public Safety vehicles
 - Worked with AVL vendor CompassCom to acquire demo LMU's for 2 PW trucks
 - Reviewed quotes for 2020 aerial photography project and selected vendor
 - Met with UNI student intern regarding how city uses GIS
 - Met with county and other municipal staff to discuss activities related to the Census Complete Count Committee

- Web & Database:
 - Setup new application for SWPPP permits
 - Setup new web form for citizens to submit private security camera locations for Public Safety
 - Updated community stats on cedarfalls.com
 - Updated date and resolution numbers for subdivision layer
 - Updated cemetery information from CIMS into SQL
 - Updated rental information from Firehouse into SQL
 - Updated building permits from LAMA into SQL
- Data Requests:
 - Provided aerial photography to Foth for Union Rd trail project
 - Provided permit valuation for downtown TIF regarding levee project
 - Provided lane miles of 1-sided refuse collection for Public Works
- Training:
 - Attended the Eastern Iowa GIS User Group meeting & presented on open source software for imagery compression
- Maps:
 - Provided a map to Engineering for alley reconstruction
 - Provided a map of potential development in North Cedar for Planning
 - Provided maps for a potential Econ. Dev. Project
 - Provided a map of Idaho St for Engineering
 - Provided a map of in-progress subdivisions for Engineering
 - Provided a map of Island Park for Engineering
 - Provided a map of downtown parking for Engineering mailing
 - Provided a map of College Hill SSMID for Planning
 - Provided maps for new addresses issued:
 - Wild Horse Ridge 4th – correction letter

Training and Staff Activities

- An AVAMAR meeting was attended to discuss our new backup system upgrade.
- A county wide meeting was attended going over statement of work for the new Public Safety software which will be implemented by Central Square.
- A meeting was attended at County to tour their physical network and discuss hardware to be used for new Public Safety software.
- Cable TV Talked with CFU about terminating an additional 12-strand fiber cable for productions at Cedar Falls High School. The fiber is already in place.
- Met with Keltek on new Public Safety tablets for in car computers and new Sierra Wireless units for squad cars.
- Met with Marco on the four digit dialing between CFU and us.
- Attended AVL demos.
- Attended Document Management Software demo.
- Met with vendors on Security Awareness Training for the City.

**FINANCE & BUSINESS OPERATIONS
LEGAL SERVICES
November 2019**

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

1. **Traffic Court:**

City Cases Filed: 172 (this number includes both City and State tickets)

Cases Set: 11 (Traffic) 2 (Code Enforcement)

Trials Held: 6 (Traffic) 2 (Code Enforcement)

2. **Code Enforcement:** Prepare for and attend building materials (15-2(22)) trial.
Prepare for and attend dog-at-large (6-58) trial.

3. **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) Consultation on various labor issues
- d) Advise and assist on unemployment claim

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—New Aldaya Developmental Procedures Agreement
- b) Review and Revise—Davenport, Inc. LAMA contract
- c) Review and Advise—Red Cross Facility Use Agreement

- h) FMCSA Clearinghouse; attend MercyOne Clearinghouse Update; registered City for Clearinghouse; review of regulations for purpose of policy, processing and education of employees.
- i) Review back assessment processes and regulations with MercyOne staff.

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) Review and process unemployment claims; participate in unemployment appeal hearing.

12. **Human Rights Commission (HRC):**

- a) Executive and Commission Meetings held November 18, 2019. Special Commission Meeting held November 26, 2019.
- b) Provided staff support to Committees and Commission.
- c) Completion of CFHRC Annual Report, reviewed with Commission.
- d) Review of Ordinance and By-Laws for purpose of Special Meeting and claims processing.
- e) Process complaints and provide support to citizen's jurisdictional questions; submitted citizen complaint to ICRC.
- f) Continued work and review of Cedar Valley issues and achievements in the areas of Diversity, Inclusion and Implicit Bias.

**FINANCE & BUSINESS OPERATIONS
PUBLIC RECORDS
NOVEMBER 2019**

Public Records Activity

Prepared agendas, minutes and electronic packets for two Regular City Council and two Committee of the Whole meetings, two Technical Review 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-eight (31) resolutions during the month; staff drafted eighteen (18) of these resolutions.

Processed and issued the following:

- 0 Business Licenses
- 31 Pet licenses
- 7 Annual "Paw Park" permits
- 0 Public Event permits
- 4 Cemetery Interment Rights Certificates

Issued the following Parking Permits:

- 52 Monthly Lot
- 3 Monthly Construction
- 0 Daily/Guest
- 0 Annual Dumpster

Processed (4) liquor licenses, (2) wine and (2) beer permits.

Recorded (8) documents with the County Recorder.

Satisfied (7) requests for public records and responded to (1) request/concern received thru the City's on-line Service Request feature.

Assisted citizens and election officials with voter registration and polling locations for the Municipal Election on November 5th.

Facilitated city council action necessary for the annual Urban Renewal (TIF) reporting and certification.

The unemployment rates for the month of October 2019 were 2.5% for the Waterloo-Cedar Falls Metropolitan Area, 2.6% in Iowa, and 3.3% in the U.S.

Document Imaging completed

- 6 – Employee performance evaluations.
 - 2 – Department Director files.
 - 4 – Engineering/Stormwater project files.
 - 26 – Miscellaneous boards, commissions & committees meeting materials.
 - 69 – City Resolutions (#21,719-#21,787).
 - 4 – Miscellaneous City publications.
- Miscellaneous employee documents/personnel files.
Departmental monthly reports for September 2019 and October 2019.

Parking Activity**Enforcement**

- 1,039 – Parking citations issued.
- \$ 8,920.03 – Citations paid.

Collection Efforts

- \$ 1,720.68 – Collections from delinquent parking accounts.
- \$ 1,000.00 – Vehicle immobilizations (20 vehicles).

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

**FINANCE & BUSINESS OPERATIONS
LIBRARY & COMMUNITY CENTER
NOVEMBER 2019**

Library Activity

Usage Statistics	September 2019	October 2019	October 2018
Customer Count	16,524	19,476	1,7555
Circulation	37,621	39,462	41,436
Ebooks and streamed videos	4,099	4,209	4,375
Downloaded music	1,663	1,389	1,584
Reference Service	2,201	1,406	1,505
Items Added	661	1,034	1,244
Event Attendance	1,909	2,586	921
Computer & Wi-Fi Usage	3,235	3,078	3,063

Special events in November included the following:

- NaNoWriMo (National Novel Writing Month) events
- Writers of the Cedar Valley Workshop: Characters and Conflict with author Sherrie Hansen
- Hacking the Game: Dr. Jacob Heidenreich, associate Professor of Mathematics from Loras College, discussed using math to enhance one's gaming experience.
- Social Nonsense Workshop with Doug Shaw, UNI professor Doug Shaw, who took attendees through a series of writing, drawing, and storytelling games designed to enhance creativity and engage family and friends as discussed in his new book *Social Nonsense: Creative Diversions for Two or More Players - Anytime, Anywhere*.
- A puppet show by the youth department
- Sewing workshop for children in the Co-Lab
- Cultural Literacy: a screening and discussion of the PBS documentary *American Creed*. Discussion facilitated by David Grant, Associate Professor of Languages and Literatures at the University of Northern Iowa.
- Fairy Tale Engineering: Children used recycled building materials to solve problems, like making a house the Big Bad Wolf couldn't blow down.
- Frozen Party: In anticipation of the release of *Frozen 2*, children participated in crafts, activities, and a sing-along with the *Frozen* soundtrack.

- Upcycling Holiday Ornament-making: Green Iowa Americorps & the Cedar Falls Public Library led a lesson for kids in grades K-5 on how to reduce holiday waste and create an up-cycled holiday craft.
- November Noir: *The Asphalt Jungle*: A feature-length showing of the classic film noir (1950), with commentary by Dr. Grant Tracey, UNI Professor of Film Studies, Creative Writing, and Popular Culture.
- Tween Time: Hot chocolate and holiday reads, a discussion of favorite holiday books for grades 4-6.
- Reading Pals, a program that allows primary-grade students (grades kindergarten-3rd grade) the opportunity to develop reading fluency by practicing reading to a dog from the Cedar Valley Pet Pals organization
- Teen Night: Nailed It
- Teen Minecraft
- Sewing and quilting in the Co-Lab
- Senior Device Advice
- Gift bag and tag-making classes with Holly Sutton in the Co-Lab
- Teen book club and teen anime and manga club
- Book clubs for 3rd-4th graders and 5th-6th graders

The Friends book discussions included *Educated* by Tara Westover and *The Common Good* by Robert B. Reich.

Special events were funded by the Friends of the Cedar Falls Public Library.

Community Center: In addition to regular weekly events for seniors, such as ceramics, cards, billiards, functional fitness sessions, Senior Device Advice, button club, and music, the Center also hosted a paint-along program with the Hearst Center, an estate planning presentation by attorney Mary Shelly, rentals for bridge, stamp club, Entertainment at the Center, and a family gathering, and the public Downtown Vision meeting was held at the Center.

City of Cedar Falls
 Community Development
 Inspection Services Division
 Monthly Report for: **Nov-19**

Total for Month **\$9,396,430.00**
 Total for Fiscal Year **\$39,422,937.00**
 Total Same Month - LAST YEAR **\$7,587,348.00**
 Total for Fiscal Year - LAST YEAR **\$45,374,211.00**

Construction Type	Monthly Summary			Yearly Summary				
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Single Family New Construction	10	0	\$2,740,982.00	\$19,101.85	40	0	\$11,319,381.00	\$85,726.70
Multi-Family New Construction					13	0	\$3,690,000.00	\$9,728.25
Res Additions and Alterations	59	0	\$527,884.00	\$9,827.00	406	0	\$4,137,935.00	\$73,028.50
Res Garages	2	0	\$7,658.00	\$207.50	31	0	\$548,621.00	\$9,500.50
Commercial/Industrial New Construction	1	0	\$5,400,000.00	\$20,169.19	8	0	\$15,412,852.00	\$73,247.64
Commercial/Industrial Additions and Alterations	9	0	\$674,381.00	\$6,253.73	53	0	\$4,140,203.00	\$38,542.09
Commercial/Industrial Garages	1	0	\$31,525.00	\$499.75	1	0	\$31,525.00	\$499.75
Churches					2	0	\$13,500.00	\$286.50
Institutional, Schools, Public, and Utility	1	0	\$14,000.00	\$244.60	4	0	\$128,920.00	\$487.60
Agricultural/Vacant								
Plan Review	10	0	\$0.00	\$16,950.50	50	0	\$0.00	\$52,099.71
Total	93	0	\$9,396,430.00	\$73,254.12	608	0	\$39,422,937.00	\$343,147.24

ITEM 14.

City of Cedar Falls
 Community Development
 Inspection Services Division
 Monthly Report

Nov-19

Construction Type	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Electrical	58	0	\$0.00	\$6,090.40	315	0	\$0.00	\$30,151.10
Mechanical	82	0	\$0.00	\$6,855.00	450	0	\$0.00	\$39,140.00
Plumbing	43	0	\$0.00	\$3,733.00	341	0	\$0.00	\$34,533.00
Refrigeration					4	0	\$0.00	\$940.00
Total	183			\$16,678.40	1110			\$104,764.10

Contractor Registrations	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Electrical					2	0	\$0.00	\$150.00
Mechanical	1	0	\$0.00	\$150.00	3	0	\$0.00	\$450.00
Plumbing					1	0	\$0.00	\$150.00
Refrigeration								
Total	1			\$150.00	6			\$750.00

Building Totals	93	0	\$9,396,430.00	\$73,254.12	608	0	\$39,422,937.00	\$343,147.24
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Grand Total	277	0	\$9,396,430.00	\$90,082.52	1724	0	\$39,422,937.00	\$448,661.24
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ITEM 14.

**PLANNING & COMMUNITY SERVICES DIVISION
MONTHLY REPORT
November 2019**

MONTHLY MEETINGS:

Planning & Zoning Commission – A meeting was held on November 6 and 20th. The following items were considered.

Applicant	Project	Request	Action Taken
Midland Atlantic Development Co., Developer; VEREIT Real Estate L.P, property owner	Site Plan Amendment and Amendment to the Conditional Zoning Agreement regarding sign placement	Recommend approval	Approved
College Hill Partnership	Renewal of SSMID	Recommend approval	Approved
Greenhill Village Res LLC, owner; Axiom Consultants, Civil Engineer	Preliminary and Final Plat for Greenhill Village Estates	Discussion	Continued
Greenhill Village Res LLC, owner; Axiom Consultants, Civil Engineer	Preliminary and Final Plat for Greenhill Village Estates	Discussion	Continued
Bradley H. Jacobson, property owner	Rezoning from R-1 to C-1 at 4911 University Avenue	Recommend Approval	Approved

Group Rental Committee – Held regular meetings on November 19th.

Mary Nicol	623 W 6 th Street	New Rental to upgrade for occupancy of three (3) individuals aged 18 years or older per unit at transfer.	Approved for an occupancy of two (2) individuals aged 18 years or older subject to staff stipulations
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Evan Massey	1022 W 13 th St.	New rental to upgrade for an occupancy of four (4) individuals aged 18 years or older per unit at transfer.	Approved for an occupancy of three (3) individuals aged 18 years or older subject to staff stipulations
Riverside Investments LLC	2015 Franklin St.	New rental to upgrade for an occupancy of three (3) individuals aged 18 years or older per unit at transfer.	Approved for an occupancy of three (3) individuals aged 18 years or older subject to staff stipulations

Board of Rental Housing Appeals – No cases this month.

Board of Adjustment – No meeting in November

Other Commissions, Board Meetings & Staff Liaison Responsibilities:

	Date	Notes/Actions
Historic Preservation Commission	11/12/19	Public education event at the Hearst Center Documentary film of the history of the Fairview Cemetery
Housing Commission	None	
Community Main Street Design Committee	None	
Parking Committee	11/12/19	General Parking discussions about downtown parking. Timings of free parking, new signage for parking lots and new parking pay station system.
Parking Committee	11/19/19	Walking tour of College Hill District Public parking lots to document conditions and improvements required. Assessed the potential location of new parking pay stations.
Bicycle and Pedestrian Advisory Committee	11/5/19	Discussed Bicycle Briefs and Pedestrian Points; bike network signage improvements, trail and sidewalk concerns
Metropolitan Transportation Technical Committee	11/14/19	Public hearing on TIP project, DOT's safety improvement program, STBG project ranking guidelines

MET Transit Board	No meeting	November meeting moved to December
College Hill Partnership	11/11/19	Review of SSMID petitions submitted and process for submittal to the City. Discussed façade improvement grant application.
Middle Cedar Watershed Advisory Committee	11/21/19	Watershed partner presentations and initial funding discussion for WMA.

PLANNING SERVICES:

- 221 walk in and query and staff responses with information/assistance.
- 55 land use permits were issued.

Number of Rental Inquiries: 30

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.
- Permit
- Detached Accessory structure
- Code Enforcement Complains
- Subdivision
- Zoning verification letter
- Appropriate signage
- Flood plain
- Historic Preservation Commission potential project
- Lien Release

OTHER PROJECTS FOR NOVEMBER INCLUDED:

- Imagine Downtown! Vision Plan presented to Committee of the Whole.
- Imagine Downtown! Vision Plan submitted to Council for Adoption.
- Staff attended CDBG Training Course
- Zoning Code Update for Downtown under staff review
- Developing scope of the Visioning project for College Hill and surrounding neighborhoods
- Submitted FFY18 CAPER to HUD
- Staff training regarding Downtown Vision Plan
- Hosted Cedar Falls High School job shadow student
- Progress review of the Cedar River Recreation Project

ECONOMIC DEVELOPMENT:

- Met with businesses in the Industrial Park to discuss their business operations.

- Working with several companies on potential new building projects in the Cedar Falls Technology Park, West Viking Road Industrial Park, and the Northern Cedar Falls Industrial Park.
- Continued coordination with consultant on design work for the expansion of the West Viking Road Industrial Park.
- Drafted Agreement for Private Development for the River Place II project at the former Wells Fargo site on Main Street.
- City Council approved an Agreement for Private Development with Strickler Properties, LC for a new economic development project in the West Viking Road Industrial Park.
- Received letter of intent and drafted development agreement for a new building project in the West Viking Road Industrial Park.
- Attended speaking event from Debi Durham at IEDA at the Diamond Event Center.
- City Council approved tax abatement ordinances for ACOH, LLC and FN Investors, LLC.
- Began working with consultant on new economic development website for the City of Cedar Falls.

CDBG

- Several FFY18 projects are in progress, including assistance to local service agencies and a sewer lining project located in low/moderate income areas.

HOUSING CHOICE VOUCHER PROGRAM

Waiting List	296	HAP Payments	\$103,215
New Applications Taken	0	Utility Payments	\$ 1,677
Units under Contract	215	Admin Fees Earned	\$ 16,460.40
Initial Vouchers Issued	1	Total Vouchers Available	326
Mover Vouchers Issued	1	Lease Up Goal	230
New Admissions	2		

Citizen Contacts/Appointments: A total of 23 appointments were held and 100 citizen/ client contacts were addressed.

- 14 Annual Recertification
- 1 Vouchers Issued
- 2 New Admissions
- 2 Interim Income changes
- 0 Port Out to Other Communities
- 2 Port In

HQS Inspections: 4 Inspections were completed

End of Participation: 2 clients ended participation.

Hearings: 0 hearing was conducted.

Other: 91 names have been taken off of the Waiting List in 2019.

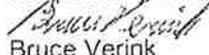
ADD A DOLLAR REPORT

There were 0 applications reviewed for utility assistance. A total of \$0 was provided, for an average of \$0 per household. There was a balance of \$4,046.42, as of November, 2019.

**RECREATION & COMMUNITY PROGRAMS DIVISION
November 2019 Monthly Report**

- Youth Programs
 - Programs ending this past month included Tumbling for those 3 thru Kindergarten
 - Programs being held include basketball for Kindergarten, 1st and 2nd grade girls, 3rd and 4th grade boys, Indoor Park,
- Adult Programs
 - Programs being held include Volleyball Leagues, Basketball Leagues, drop-in Pickle Ball games, over 60 adult exercise class are offered each week, 8 different Lap Swim times offered each week,
 - Programs starting in November included Racquetball Leagues, new classes of Cardio Cycling, Circuit Weight Training, Rock-on
- Rec Center
 - Fitness class have gone well with no issues with over 3,251 patron participating, up over 450 compared to November 2018
 - Hiring new staff to work the front desk replacing those who will be leaving
 - Pickle Ball continues to be very popular as we have expanded playing time from 3 hours each day on Monday, Wednesday & Friday to include 2 hours on Tuesday and Thursday as well. We often have 8 or more players waiting their turn and watching 3 games of doubles or 12 others playing.
- Staff has been busy working on the programs and services to be offered during the Spring and the upcoming summer in 2020.
- Staff has finalized their recommendation for any possible fee increases. This information will be presented to the Park & Rec Commission in December for review before going to council for approval.
- Falls Aquatic Center
 - Staff in finished mowing for the season
 - Staff finishing winterizing projects like taking all equipment to PW to be serviced, tuned up, inspected, fixed, sharpened and etc.
 - All pipes have been drained and made ready for the cold winter temperatures
 - Doing inventory on all smaller ticket items used over the summer and placing orders to make sure we have then in April
 - The small construction project on site to make two more enclosures for dumpsters, to enclose the open pit and make a deck at ground level is completed. Hiding the dumpsters will improve the overall look for patrons. The work on the open pit will help prevent water from running in flooding motors, provide more storage for equipment and open up some other areas to do needed projects.
- The Recreation and Fitness Center Operations and Facility Needs Assessment was completed and presented to the Park and Recreation Commission and to the City Council this past month. This report once received and filed will provide the City some guidance as to what should be done in the years to come with the facility and programs.

Respectfully submitted,


Bruce Verink
Recreation Division Manager

RECREATION & FITNESS CENTER Usage For November 2019

Members using the Facility	12,841	Thanksgiving Day Activities	249
Non-Members using the Facility	969	Pickleball	399
Child Care	88	Racquetball/Wallyball Hrs.	95
Aerobics	1,230	Racquetball League	84
Circuit Weight Training	54	Massages	38
Tai Chi	112	Meeting/Tours/Rentals	830
Cardio Cycling	713	Birthday Party Bonanza	40
Yoga	915	Indoor Park	402
Rock On	92	Tumbling	20
Zumba	134	Youth Basketball	448
Personal Trainers	257	Steam Room Usage	726
		Ball Room Dance	42
		TOTAL	20,778

Recreation and Community Center Revenues

Resident Memberships Sold		Punch Cards	
12 th Grade & Under	6	12 th Grade & Under	7
Adult	64	Adult	17
Senior Citizen	15	Senior Citizen	5
Family Pass	82	Child Care	3
Corporate Family	0	Racquetball	0
Corporate Individual	2		
Credit Card Usage	\$38,930.75	Leisure Link Registration	\$1,685.50

Daily Fees

Admission	\$6,819.00	Racquetball	\$6.00
Child Care	\$10.00	Indoor Park	\$633.00
Pickleball	183.00		

Swimming Pool Passes (Winter)

Family	33
Individual	47
Youth & Senior	8

Youth Programs

Youth Basketball		Swim Club	1,360
Kindergarten	256	Pool Parties	118
1 st & 2 nd Grade Girls	192	Scuba	8
3 rd & 4 th Grade Boys	256		

Adult Programs

Pickleball	399	Volleyball Leagues	1,120
Adult Basketball	384		

Recreational & Lap Swim 424

Rentals

Pool Parties	3	Shelters	1
Beach House	0	Equipment	0
Recreation Center	11	Gateway Celebration Shelter	0

CEDAR FALLS RECREATION & COMMUNITY PROGRAMS
November-19

ADULT EXERCISE	
Circuit Weight Training	
T-Th 4:30 pm	12
TOTAL	12
Rock On!	
M-W-F 5:30 am	10
TOTAL ADULT EXERCISE	22
ADULT SPORTS	
Adult Men's Basketball	20
Pickleball T-Th 5:30 am, MWF 7:30 am	8
TOTAL ADULT SPORTS	28

CEDAR FALLS TOURISM & VISITORS BUREAU
Monthly Report
November 2019



Meetings, Conferences and Business Travel Marketing

- Met with Orange 142 to discuss digital marketing to meeting planners.
- Collected guest room information for Iowa Thespian's bid.
- Placed ad in guidebook for Midwest Meetings.

Groups Visiting

Date	Group	Attendance
Nov 8&9	Iowa Thespian Festival <i>Welcome bags and guest room assistance for future years</i>	340 room nights
Nov 29&30	Thanksgiving Weekend Bluegrass Festival <i>CFTVB promotion assistance, volunteers and grant</i>	600 anticipated



Sports Related Marketing

- Attended Cedar Valley Sports Commission board meeting.
- Managed a Facebook giveaway of UNI football and volleyball tickets.

Events that Occurred

Date	Event	Attendance
Nov 9	UNI Football vs Indiana State <i>CFTVB promotion assistance and advertising</i>	unknown
Nov 14, 15 21, 22	Iowa High School Football Playoffs <i>CFTVB promotion assistance, sponsorship of board breakfast and promo items</i>	88,000 anticipated
Nov 23	UNI Football vs Western Illinois <i>CFTVB promotion assistance and advertising</i>	unknown
Nov 28-30	Missouri Valley Volleyball Championships <i>CFTVB promotion assistance and advertising</i>	unknown
Nov 28	Turkey Trot <i>CFTVB promotion assistance</i>	unknown

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



Leisure Travel Marketing

- Worked with ZLR to set up digital advertisements resulting in 4,866 clicks to our website. Twitter's click-through rate of 5.51% exceeded Facebook and Instagram so we adjusted ad dollars accordingly.
- News at Noon interview to promote Festival of Trees, Iowa High School Football Playoffs and Cedar Valley 365.
- Hosted Pedal Fest meeting.
- Continued to gather content for 2020 visitor guide.
- Attended Cedar Trails Partnership board meeting.
- Arranged for Bike Iowa sponsorship.
- Monitored, shared and created posts on Facebook and Instagram.
- Assisted Visitor Center walk-ins and callers.
- Published Weekender Newsletter and blog posts about Holiday Open Houses, Biking/Running Traditions at Thanksgiving, Holiday Light Displays and Holiday Hoopla. Boosted 3 posts.
- Processed 267 leads from Travel Iowa advertising.



Tourism Related Business and Organization Coordination and Collaboration

- Organized Volunteers on Tap committee. 25

- Organized marketing committee meeting.
- Met with Community Main Street and Institute for Decision Making to discuss research and mapping.
- Met with Cedar Falls Tourism & Visitors Bureau board.
- Notified 62 event coordinators/marketing staff of our efforts to promote their events and activities.
- Published Hospitality Highlights newsletter x4.



Asset Development

- Attended Cedar River Improvements meeting x1.
- Requested adoption of Historic Route 20 signage from Black Hawk County Supervisors.



Group Tour Marketing

- Attended Iowa Group Travel meeting in Storm Lake.
- Assembled materials for annual calendar mailing to group tour leaders.
- Finalized plans for a December visit from First State Bank.
- Sent materials for American Bus Association Marketplace



Organization and Promotion of Tourism Related Events

Planning

- Attended Sturgis Falls Celebration meeting.
- Attended Cedar Basin Music Festival meeting.
- Coordinated volunteers for the Visitor Center.
- Released 119 events on Cedar Valley 365 and promoted its use.

Events that Occurred

Date	Event	Attendance
Nov 2	wcfs American Grandeur <i>promotion assistance, community betterment grant</i>	unknown
Nov 29	Holiday Hoopla <i>Promotion assistance</i>	unknown



Increase Community Support

- Attended Community Main Street board meeting.
- Attended Thanksgiving Bluegrass Festival.
- Attended Eastern Iowa Tourism Association board meeting in Storm Lake.
- Attended Power of Travel Day in Storm Lake.
- Attended Leadercast for Women at Diamond Event Center.
- Assembled task force to develop messaging about impact of tourism.
- Attended Grow Cedar Valley Friday Forum.
- Attended monthly Ambassadors meeting and ribbon cutting at Verve Kombucha
- Attended Experience Waterloo board meeting.
- Attended Iowa Destination Marketing Alliance planning session. Will join board in January.
- Prepared Holiday cards.
- Presented to UNI Foundations of Tourism Class

Administrative Activities

- Managed Community Betterment Grants program
- Attended City Council meeting x2
- Community Development staff meeting x5.
- Tourism staff meeting x1.
- Attended Training & Treats discussion about Downtown Visioning Plan.

- Attended Friends of the Hearst meeting.
- Added Iowa and bicycle jewelry items to the gift shop.
- Process bills and payroll x2

Focus for December

- Will finalize 2020 Visitor Guide and send it to the printer.

Respectfully Submitted,

A handwritten signature in black ink that reads "Kim Manning". The signature is written in a cursive, flowing style.

Kim Manning, Visitors, Tourism and Cultural Programs Manager

Monthly Activity Report for Cedar Falls Tourism & Visitors Division

July 2019 thru June 2020	July	August	September	October	November	December	January	February	March	April	May	June	Totals
INCOMING CONTACT BY													
VC Walk in Drop Counter FY20	893	1,071	799	737	5	312	307	436	948	949	6,004	1,886	3,505
VC Walk in Drop Counter FY19	964	363	363	658	937								11,767
Email Website	24	27	16	18	18								103
US Mail	1	0	0	0	0								1
Phone	150	146	123	99	114								632
HOW HEARD ABOUT US - If offered													
Friends - Family	2	6	6	5	0								21
Other (eg. mall, ca. ads, web, FB, Book)	14	15	4	2	6								41
Signage	8	42	12	10	4								76
Advertising	3	0	3	0	0								6
Trade - Consumer Show	1	0	0	0	0								1
SERVICES PROVIDED													
Attended a Meeting/Rental	58	112	58	61	68								357
Business/Business	205	185	188	190	180								948
Group Tour info	0	3	3	2	2								8
Hotel/Restaurant	3	0	0	2	7								12
Polycarbon	51	6	8	4	6								75
School Project	0	0	0	26	1								27
Special Event	1	5	0	7	1								14
Tourist User	93	95	72	45	30								335
UMI	3	7	21	25	21								77
VC Amenities, including Restaurant	594	619	553	461	289								2,516
ADVERTISING LEADS													
Local Travel Guide Website	541	441	388	339	267								1,976
UTA Travel Guide	0	0	0	0	NA								0
WMA Home	NA	NA	NA	NA	NA								0
Middleton Travel (Best of the Midwest)	NA	NA	NA	NA	NA								0
Local Travel Guide (group leads)	7	0	1	1	4								13
NEWS BROCHURE DISTRIBUTION													
Individual - Single Distribution	921	1,131	1,145	1,195	666								5,058
VC Mailed Out - Individual	13	25	13	11	2								64
VC Bulk Distribution (Local)	309	472	472	642	292								2,094
VC Bulk Distribution (Non Local)	0	120	0	0	45								165
Polycarbon	51	42	10	5	6								114
Volunteer Bags	0	124	261	197	50								632
Total Trail Guide Requests	139	342	510	273	282								1,546
WEBSITE TRAFFIC													
Users FY20 (including CV365)	11,154	9,287	8,901	9,423	9,445								48,210
Users FY19	9,469	7,841	7,077	19,612	7,111								98,637
Sessions FY20 (including CV365)	13,768	11,173	10,618	11,426	11,207								58,192
Sessions FY19	13,656	9,315	8,620	13,109	9,476								118,806
Pages with Top Views	Things to Do												
Top Traffic Source	Google	Google	Google	Google	Google								
Top Referral Site	Facebook	Facebook	Facebook	Facebook	Facebook								
SUBSCRIPTIONS													
Weekender News (consumer newsletter)	481	505	529	551	568								2,632
Weekender Blog	216	235	249	263	273								1,236
Newsletter Highlights (national newsletter)	456	479	493	507	517								2,452
SOCIAL MEDIA FOLLOWERS													
Facebook (Home)	8,757	8,797	8,809	8,825	8,841								44,029
Instagram	1,324	1,355	1,376	1,401	1,441								6,887
Twitter	3,750	3,758	3,768	3,783	3,791								18,850
Pinterest	512	516	520	523	525								2,596
VOLUNTEER INVOLVEMENT													
Board - Committee Hours	140	70	160	158	190								718
Student - Intern Hours	192	78	0	0	0								270
Event Hours - Visitor Center	89	108	88	82	101								467
Event Hours - Special Event/Ramp Station	20	4	20	4	7								55
MISC.													
Partners in Conference Room	3	9	5	4	2								23
Partners in Conference Room	0	3	1	1	0								5

**CEDAR FALLS
CULTURAL PROGRAMS
Monthly Report | November 2019**



PUBLIC EVENTS/PROGRAMS @ The Hearst

- November 2: Anime Fashion and Cosplay Workshop for teens
- November 3: Family Ceramics Workshop: Pet Dishes
- November 7: Public discussion and opening reception for *James Hearst in Prose*
- November 7: The Fabulous Irregulars concert
- November 8: Lunchtime Concert Series
- November 12: Fairview Cemetery documentary screening event
- November 15: Art Day Away Camp
- November 19: Club Night: Ukulele Club, Drink & Draw, and Photo Club meetings
- November 21: Final Thursday Readers Series
- November 22: Opening Reception and Gallery Talk for *From Advertising to Art*
- November 25: Slow Art Lunch Club

HIGHLIGHTS from Heather Skeens, Cultural Programs Supervisor:

- Secured \$10,000 reoccurring annual gift from donor, in memory of her mother, Clara A. Trapp. Gift will be held by Friends of the Hearst, and while unrestricted, will be earmarked primarily for marketing and promotions per donor request.
- Received \$2000.00 donation from Scheels Sporting Goods in recognition of the work of our education staff at outreach events.
- Guest lecturer for UNI Smart Sessions students (UNI CHAS / Art Department). Spoke about upcoming exhibitions in terms of their social and cultural value.
- Met with potential new Friends of the Hearst board member to discuss opportunities for project-based volunteering.
- Met with Stephanie Sheetz to discuss draft rental agreement for Red House Studios.
- Represented V&T and Cultural Programs for Kim at departmental staff meeting.
- Attended local club meeting, "Tuesday Club" at the Western Home as a guest.
- Attended UNI student presentation and opening reception for collaborative exhibition titled, "James Hearst in Prose." This show was curated as part of a UNI Service Learning Project with graduate English students.
- Met with Fire Chief Bostwick to discuss fire code for the Red House Studios.
- Met with Ronelle Crews and Dan Perry to coordinate proposal review for artist submissions for the memorial sculpture slated for City Hall.
- Hosted visiting curator on-site for initial installation discussion of "From Advertising to Art" in conjunction with our curator, Emily Drennan.
- Met with students at Dike-New Hartford High School to talk about Poetry Out Loud and provide feedback on their performances, in preparation for the regional Poetry Out Loud competition held at the Hearst Center, funded by the Iowa Arts Council.
- Met with Matt Buck to review needs at the Red House Studios.

- Attended monthly planning meeting of the Cedar Valley Biennial Exhibition committee.
- Met with marketing rep from Coloff media to discuss marketing needs for the Hearst.
- Coordinated with volunteer to prepare simple updates/repairs at the Red House Studios.
- Worked with subcommittee and contractor to develop naming/branding of the Cedar Valley Arts Steering Committee. (Brand to be announced this Spring.)
- Attended Rec Center Usage Study presentation at Committee of the Whole.
- Attended Annual Arts and Business Luncheon in Dubuque.
- Met with donor to receive artifact donation for inclusion in "From Advertising to Art."
- Met with Kim Manning to begin drafting of Hearst Center Feasibility Study RFP.
- Attended opening of photography exhibition at the C.O.R.
- Met with potential artist for Red House Studios to discuss lease and Visiting Artist Program requirements.
- Hosted public for opening reception of "From Advertising to Art" exhibition.
- Coordinated and hosted Poetry Out Loud State Coordinator Yvette Herman for workshop with Cedar Falls Peet and Holmes Junior High students, held at Holmes Junior High. This workshop was funded by the Iowa Arts Council.
- Worked with Friends of the Hearst president to plan for annual appeal, wrote annual appeal letter.
- Hosted one session of Slow Art Lunch Club at the Hearst Center.
- Continued to work on coordinating logistics for upcoming large-scale exhibition, opening in January, including determining funding sources, artist's visit, public programs, increased promotions, etc.
- Reviewed/amended agendas and meeting minutes for Friends, Art and Culture Board and Public Art Committee meetings with Hearst staff liaisons.
- Worked with Senior Services Coordinator to approve council bills, dailies, timesheets, etc.
- Led weekly staff meetings.

HIGHLIGHTS from Lea Stewart, Senior Services Coordinator:

- Booked hotel room for visiting speaker.
- Created and sent out invoices for programs.
- Setup an online Postal Gateway account to better track bulk mail account.
- Created class evaluation forms in Google Forms for education director.
- Worked with marketing to update the annual campaign response card.
- Edited email contact lists for incorrect addresses.
- Curated a new larger mailing list for the Annual Campaign.
- Researched/reported information requested by Friends of the Hearst.
- Prepared agenda and packets and attended board meeting of Friends.
- Generated and mailed donation and membership thank you letters.
- 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:

- Develop layout for objects put together by UNI graduate students for *James Hearst in Prose*; install.
- Patch and paint walls in gallery, arrange lighting, install labels and signage.
- Prepare for and attend the public discussion and reception for *James Hearst in Prose*.
- Work with visiting curator Dr. Lenore Metrick-Chen to develop a layout for *From Advertising to Art: 19th Century Trade Cards and the Unfettered American Imagination*.
- With the assistance of several staff members and volunteers, install *From Advertising to Art* in Dahl-Thomas Gallery.
- Patch and paint walls; fix mis-tint paint, repair and clean Plexiglas panels, hang signage, arrange lighting, etc.
- Prepare for and attend a public reception and gallery talk for *From Advertising to Art*.
- Coordinate return of works in *Fiber Form* to private collections, churches, museums, galleries, and the university, return the works from the artist's personal collection.
- Travel to Decorah to return works from private collectors for *Fiber Form* and *FOWLER*.
- Work with the Hardinger family to arrange shipping of a work of art to Iowa from New York and gather information the artist and the donor.
- Work with the Marketing Assistant to promote the exhibition, prepare text, titles, and pricing for works lists and postcard.
- Prepare for upcoming exhibitions.
- Gather information for an upcoming Collections Committee of the Cedar Falls Art and Culture Board meeting.
- 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:

- Successfully applied for and was awarded a Community Betterment Grant to support purchase of materials for a Hearst Outreach tent.
- Coordinated volunteers and guest supplies for the following events: Exhibit opening and public discussion of "James Hearst in Prose" show, Fairview Cemetery documentary screening, reception and gallery talk for "From Advertising to Art" exhibition, Fabulous

Irregulars concert, Final Thursday Readers Series, lunchtime concert, and three club meetings.

- Met with UNI student volunteer about research for upcoming public program.
- Led monthly Hearst Photo Club Meeting.
- Attended Pedal Fest planning meeting.
- Hosted drawing club and ukulele club meetings; coordinated with club leads for space and materials needs.
- Worked 3.25 hours setting up for rentals, meetings, receptions, and events in November.
- There were 2 rentals in November.
- Showed 2 people the Hearst rooms for rental.
- Wrote up 2 rental contracts.
- Wrote up 2 agreements for musician programming
- Had 9 volunteers help out for a total of 23.92 hours in November.
- Reviewed materials for upcoming events in December and beyond.
- Attended weekly staff meetings.
- Secured food and snacks for 2 events.
- Worked more on Summer Brochure events.
- Worked with marketing coordinator about upcoming events.
- Set up a Lunch and Learn for December 4th.
- Worked with community partners to plan Earth Day 2020.

HIGHLIGHTS Angie Hickok, Education Coordinator:

- Attended weekly staff meetings
- Communicated the need for availability for winter/ spring, 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 art day away and messy mornings.
- Supervised and delegated duties to Ceramic Lab Tech: ordering supplies, organizing ceramic lab, leading classes, and scheduling.
- Scheduled instructors for 2 North Star workshops.
- Coordinated 1 birthdays for Dec. - scheduled staff, developed activities.
- Continued Ed programming for spring brochure.
- Coordinated to offer face painting at Scheels' Meet Santa event.
- Filed tax paperwork for instructor staff t-shirts.
- Developed lessons and instructed for Art Day Away
- Planned date and materials for instructor staff meeting held Dec. 7
- Met with Emily Schroeder, to talk about what she would like to volunteer with and potentially become an instructor.
- Sent out youth and adult evaluations to participants from fall 2019.
- Changed sink traps in Rownd classrooms.
- Coordinated with potential instructor for an after school art club.

HIGHLIGHTS from Abby Haigh, Marketing Assistant

- Coordinated with graphic designer on design projects: Winter 2019 brochure, *James Hearst in Prose* vinyl/labels, *Advertising to Art* vinyl/pvc panels/labels/gallery guide, Annual Campaign 2019 letter/envelope/return envelope/appeal card/letter/bookmark and Currents (Jan-Mar).
- Coordinated with Leverage printing of the winter 2020 brochure.
- Coordinated printing materials for Annual 2019 Campaign with Parkade Printer.
- Coordinated with Signs by Tomorrow: pvc panels for *Advertising to Art* and vinyl *Advertising to Art* and *James Hearst in Prose with Signs by Designs*.
- Took photos at *Advertising to Art* Opening Reception for social media.
- Continued to build/update the new Hearst website as needed, adding images, updates and posts.
- Submitted upcoming events/exhibitions/education for the Cedar Falls Tourism brochure and 365 online calendars.
- Hearst Center Polling Precinct – set up room/opened building for volunteers on 11/5.
- Wrote/recorded Hearst Holiday Ad at 93.5 The Mix on 11/25.
- Coordinated with reps at IPR (ad spots for upcoming exhibitions) and Lamar (billboard) for upcoming promotional marketing.
- Errands: Signs and Designs (exhibition vinyl), Signs by Tomorrow (exhibition pvc panels), Ace Hardware (exhibition materials) Parkade Printer (select paper for printing) 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.
- Gift Shop: continued additional markdowns and researched/added additional local authors.
- Mail Chimp: created content/graphics /added email subscriptions for December E-News.
- Created content/graphics/posts for all social media.
- City Website: winter 2020 brochure

Respectfully submitted,



Heather Skeens, Cultural Programs Supervisor
Hearst Center for the Arts

Hearst Center for the Arts Activity Report - Cultural Division FY20

	July FY20	July FY19	Aug. FY20	Aug. FY19	Sept. FY20	Sept. FY19	Oct. FY20	Oct. FY19	Nov. FY20	Nov. FY19
ATTENDANCE										
# of Days Open to Public	27	27	30	28	25	26	27	26	24	24
Door Counter	2420	2579	2359	1743	1544	1195	1936	2534	1431	2014
Sculpture Garden (est.)	375	375	350	350	300	300	250	250	200	200
Average visits per day	103.52	109.41	90.30	74.75	73.76	57.50	80.96	107.08	67.96	92.25
VISIT PURPOSE										
Exhibition (walk-in)	365	313	318	347	256	184	339	248	211	343
Exhibition Receptions	0	141	15	101	67	49	63	74	94	44
Meetings	34	40	32	65	16	40	49	69	44	51
Youth Classes	0	64	0	16	177	140	368	375	11	62
Adult Classes	174	59	34	29	85	45	104	76	41	30
Messy Mornings	0	0	0	0	78	67	119	85	72	49
Camps	909	918	989	448	38	25	0	0	66	40
Birthday Parties	34	65	43	84	0	62	59	45	0	0
Workshops	26	17	25	0	13	11	0	79	0	25
Tours	90	89	0	0	0	0	49	110	4	0
Rentals	35	134	187	0	98	84	114	34	73	41
Ceramics Lab	40	18	34	16	21	15	33	21	30	11
Public Programs	228	151	145	140	174	304	230	664	137	276
Thursday Painters	86	99	98	130	80	86	89	67	69	97
Volunteers / # of hours	7/23	13/22.75	8/14	3/5.5	6/17.25	5/26.75	5/10.5	5/53	24-Sep	5/37
Other	134	577	151	367	90	94	71	776	306	945
SERVICES OFFERED										
Youth Classes	0	3	0	1	2	13	5	5	4	4
Adult Classes	10	13	3	2	10	4	13	16	5	3
Rentals (inc. recitals, etc.)	1	3	7	0	3	4	6	1	3	1
Community Group Mtgs	2	11	6	14	7	12	6	12	6	8
Messy Mornings	0	0	0	0	4	4	5	5	3	4
Camps	10	10	3	5	1	1	0	0	1	1
Birthday Parties	1	2	1	2	0	2	2	1	0	0
Workshops	3	1	1	0	1	1	0	0	0	1
Tours	3	3	0	0	0	0	2	2	1	0
Public Programs	4	6	6	7	7	14	8	9	7	7
Thursday Painters	4	4	5	5	4	4	5	4	3	4
Exhibition Receptions	0	1	1	1	1	1	1	1	2	1
DIGITAL TRAFFIC										
E-News Subscriptions	1165	1305	1160	1299	1161	1266	1156	1266	1148	1254
Facebook Views	20773	23142	24078	16516	21945	17770	27295	24260	23335	18076
Facebook Followers	1974	1643	1978	1659	1993	1673	2011	1696	2024	1705
Facebook Event Listings	8	6	8	6	7	11	8	8	8	8
OFFSITE SERVICES										
Offsite Educ. Encounters	206	152	237	315	322	415	193	611	0	112
Offsite Educ. Programs	4	4	3	4	4	4	2	7	0	2
Community Committee Mt	2	2	2	3	2	3	3	4	6	3
MEMBERSHIPS										
Total Friends Memberships	227	182	229	224	228	234	233	240	223	228
New/Renewed this month	6	0	22	44	7	11	29	29	15	20
PRESS										
Newspaper	0	1	0	1	1	1	0	2	1	0
Radio, interviews, ads	1	1	1	2	1	1	0	2	2	2
Press Releases	2	1	1	2	1	1	1	2	1	1
Ads, other (FB ads, etc.)	0	2	1	1	2	0	1	13	1	0

**ENGINEERING DIVISION
PROJECT MONTHLY REPORT - November 2019**

Project	Description	Status	Budget	Contractor/ Developer
2018 Street Construction	Street Repair	Punch List Remains	\$4,700,000	Engineering Division PCI
2019 Bridge Maintenance Project	Bridge Maintenance	Punch List Remains	\$310,000	Engineering Division Foth PCI
2019 Permeable Alley	Storm Water	Punch List Remains	\$260,000	Engineering Division Bentons
2019 Sidewalk Assessment	Sidewalks	Under Construction	\$155,170.41	Engineering Division
2019 Street Construction	Street Repair	Construction Underway	\$4,800,000	Engineering Division PCI
2020 Sidewalk Assessment	Sidewalks	Design/Notices	TBD	Engineering Division
2020 Street Constructuion	Street Repair	Design Underway	TBD	Engineering Division
Campus Street Box Culvert	Box Culvert	Construction Underway	\$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	Final Out Remains	\$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 Division / Snyder
University Avenue - Phase I	Reconstruction	Final Out Remains	\$14,500,000	Engineering Division Foth Cunningham
University Avenue - Phase II	Reconstruction	Final Out Remains	\$13,632,000	Engineering Division Foth PCI

**ENGINEERING DIVISION
SUBDIVISION MONTHLY REPORT - November 2019**

<i>Project Title</i>	<i>Description</i>	<i>Status</i>	<i>Budget</i>	<i>Contractor/ Developer</i>
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	Final Out Remains	-----	Shive Hattery Baker Construction
Greenhill Village Townhomes II	New Subdivision	Under Review	-----	CGA
McMahill Plat	New Subdivision	Final Out Remains	-----	Cedar Falls Schools Hall and Hall
Panther West II - 1st Addition	New Subdivision	Preliminary Plat	-----	CGA
Park Ridge Estates	New Subdivision	Final Out Remains	-----	Brian Wingert CGA
Pheasant Hollow 7th Addition	New Subdivision	Preliminary Plat	-----	CGA
Prairie Winds 4th Addition	New Subdivision	Construction Underway	-----	Brian Wingert CGA
Prairie Winds 5th Addition	New Subdivision	Construction Underway	-----	Brian Wingert
River Place Addition	New Subdivision	Construction Underway	-----	Kittrell/AECOM
Sands Addition	New Subdivision	Final Out Remains	-----	Jim Sands/VJ
The Arbors Fourth Addition	New Subdivision	Under Review	-----	Skogman/CGA
The Terraces at West Glen, New	New Subdivision	Construction Underway	-----	New Aldaya/Fehr Graham

**ENGINEERING DIVISION
COMMERCIAL CONSTRUCTION MONTHLY REPORT - November 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	Approved	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 Home for Aged	7501 University Avenue 1A & 2B	Approved	-----	Peters Construction	Completed
Cedar Valley Chamber of Commerce	310 E 4th Street	Approved	-----	Koch Construction	Completed, Final stabilization in
Cedar Valley Veterinary Clinic	1703 State Street	Approved	Approved	Lehman Trucking & Excavating	Completed
Cedarloo Park Parking Lot	4418 University Avenue	Approved	-----	City of Cedar Falls	?
CFU Building Addition	1 Utility Parkway	Approved		Peters Construction	Active
City of Cedar Falls	3626 W. 12th Street	Approved	-----	Peters Construction	Completed
College Square Apartments	925 Maplewood Drive	Seed Stabilization	Approved	Confluence	Completed
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, Need 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
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
Immanuel 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	1910 Center Street	Approved	-----	JC Enterprises	Completed
JC Enterprises Parking Lot	1910 Center Street	Approved	-----	JC Enterprises	Completed
John Deere PEC	John Deere PEC	Under Construction	Approved	John Deere/Bolten Menk	Active
Kohl's Parking Lot	5911 University Ave. Suite	Approved	-----	Kimley Horn & Associates, Inc.	Completed
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

**ENGINEERING DIVISION
COMMERCIAL CONSTRUCTION MONTHLY REPORT - November 2019**

<i>Project</i>	<i>Description</i>	<i>SWPPP Status</i>	<i>Detention Calcs Status</i>	<i>Developer/ Engineer</i>	<i>Project Status</i>
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	Approved	ISG	Hold by Planning
Panther Office Addition	616 Clay Street	Approved	-----	Dollys Rental	Active
Panther Travel Center/Dairy	1525 W Ridgeway	Under Review	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
Slumberland (Building Addition	6607 University Avenue	Approved	Approved	Fehr Graham Engineering	Completed
Standard Distributing Co.	317 Savannah Park Road	Approved	Approved	Casady Engineering, Inc.	Active
Standard Distribution	1225 Rail Way	Approved	Approved	Fred Rose, LLC	Active
State Street Mixed Use LC	200 E. 2nd Street	Approved	-----	Benton Sand & Gravel Inc.	Active

**DEPARTMENT OF PUBLIC WORKS
OPERATIONS & MAINTENANCE DIVISION
PARK/CEMETERY/GOLF SECTION
MONTHLY REPORT NOVEMBER 2019**

PARK

- Performed routine cleanup duties at Paw Park.
- Performed routine restroom stocking and shelter cleanup duties.
- Performed routine playground inspections & repairs.
- Completed winterization of planting beds and bio-cells on city properties.
- Sweeping of Recreation trails.
- Performed stump grinding and clean-up.
- Installed drain tile along trail at Greenhill/Prairie Parkway.
- Performed snow and ice control when needed throughout the month
- Winterized Pheasant Ridge irrigation.
- Installed snow stakes along trails and sidewalks.
- Applied mulch at Paw Park.
- Prepared seed bed for monarch pollinator project.
- Repaired turf at Vets Park upon completion of electrical installation.
- Removed remaining dock at Island Park.
- Picked up piles of limbs at Island and Tourist Park.
- Removed piles of sand from Island Park.
- Removed down tree at Washington Park.
- Set up ice rink at Gateway Park.
- Removed graffiti at Pfeiffer park restroom.
- Removed graffiti from Krieg's Crossing.
- Removed beaver dams @ UNI wetland demonstration area.
- Temporarily fixed drainage at public safety building near gate.
- Transplanted trees at Lloyd Lane recycling site.
- Cleaned gutters at Hearst Center and rental house.
- Filled sink holes at Big Woods Disc Golf.
- Dug out inlet at Washington Park.
- Removed beaver dam at Washington Park.

ARBORIST

- Ash tree removals - (33) total)
- Other tree removals - (7) total)
- Trimmed trees in ROW. (10)
- Performed stump grinding and cleanup.

CEMETERY

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

DEPARTMENT OF PUBLIC WORKS
CEMETERY SECTION
MONTHLY REPORT

FOR THE MONTH OF: November Year 2019

Interments:		
	Greenwood	<u>3</u>
	Fairview	<u>1</u>
	Hillside	<u>1</u>
Disinterment:		
Spaces Sold:		
	Greenwood	<u>1</u>
	Fairview	
	Hillside	<u>1</u>
Services:		
	Cremations	<u>3</u>
	Saturday	<u>1</u>
	Less than 8 hrs. notice	
	After 3:00p.m.	<u>1</u>

Receipts:		
Prepetual Care	Greenwood	<u>\$ 160.00</u>
	Fairview	
	Hillside	<u>\$ 160.00</u>
	Burial Permits	<u>\$ 3,275.00</u>
	Lot Sales	<u>\$ 1,280.00</u>
	Marker permits	<u>\$ 975.00</u>
	Deed Transfers	
Total Receipts:		<u><u>\$ 5,850.00</u></u>

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

RESIDENTIAL SOLID WASTE COLLECTION

The automated units collected a total of 597.85 tons of solid waste during the month of November. The 132 loads required 315.00 man-hours to complete, equating to 1.90 tons per man-hour. The automated units used 1,311.26 gallons of low sulfur diesel fuel during the month.

PARKS GARBAGE ROUTE

The automated park garbage truck collected a total of 0.95 tons of solid waste during the month. The 8 loads required 64.00 man-hours to complete, equating to 0.01 tons per man-hour. The automated unit used 58.53 gallons of low sulfur diesel fuel during the month.

CONTAINER ROUTE

The container route crew collected Nineteen (19) loads of refuse for the month. The containers totaled 34.38 tons and required 90.00 man-hours to complete. This operation yielded 0.38 tons per man-hour. The semi-automated collection totaled 16.42 tons and required 54.00 man-hours to complete. This operation yielded 0.30 tons per man-hour.

The total number of November container dumps was 703. Seventeen percent (17.50%) or 123 of these dumps, were for non-revenue bearing accounts.

The container route truck used 210.63 gallons of low sulfur diesel fuel during the month.

LARGE ITEM COLLECTION

Refuse personnel made 150 large item stops during the month and collected 4.18 tons. This required 28.00 man-hours to complete and equates to 0.15 tons per man-hour. Seventeen (17) Appliances, One (1) Tire, and Six (6) Televisions were collected this month.

RESIDENTIAL YARD WASTE COLLECTION

Refuse crews collected 183.31 tons of yard waste curbside this month. The 68 loads required 231.00 man-hours to complete, equating to 0.81 tons per man-hour.

There are currently 7,891 yard waste accounts throughout the city.

4,825 yard waste carts were picked up this month.

The Automated yard waste collection trucks used 598.84 gallons of low sulfur diesel fuel during the month.

TRANSFER STATION SOLID WASTE

The Transfer Station's trucks hauled 67 loads of solid waste to the Black Hawk County Landfill totaling 930.68 tons.

The Transfer Station accepted 276.90 tons of commercial and residential solid waste this month.

246 appliances, 259 tires, 118 television sets, and 30 computer monitors were received at the Transfer Station for the month.

The Transfer Station's trucks used a total of 520.32 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 3.44 tons of commercial and residential yard waste this month.

Refuse crews hauled 174.40 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 November:

Tin (Baled)	3.99 tons
Plastic (non-baled)	0.00 tons
Plastic (Baled)	15.58 tons
Cardboard (non-baled)	0.00 tons
Cardboard (Baled)	51.21 tons
Newspaper/Magazines (non-baled)	0.00 tons
Newspaper/Magazines (Baled)	30.27 tons
Phone Books	
Books/Flyers	
Office Paper	3.77 tons
Plastic Bags	0.88 tons
Styrofoam	0.00 tons
Other Items Recycled for the month	
Appliances	10.30 tons
E-Waste	3.80 tons
Glass	47.99 tons
Scrap Metal	19.35 tons
Shingles	7.74 tons
Tires	0.00 tons

Revenue generated by the Recycling Center for November was \$1,027.25.

UNI RECYCLING SUBSTATION

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

Plastics #1-7	3.31 tons
Cardboard	8.61 tons
Newspaper	4.59 tons
Tin	1.95 tons
Glass	2.25 tons
Plastic Bags	0.38 tons
Office Paper	1.61 tons
Styrofoam	0.36 tons
Total	23.06 tons

FAREWAY RECYCLING SUBSTATION

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

Plastic #1-7	7.39 tons
Cardboard	14.70 tons
Newspaper	6.98 tons
Tin	0.87 tons
Glass	2.45 tons
Total	32.39 tons

GREENHILL VILLAGE RECYCLING SUBSTATION

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

Plastic #1-7:	2.51 tons
Cardboard	14.12 tons
Newspaper	4.91 tons
Office Paper	0.42 tons
Plastic Bags	0.00 tons
Tin	0.00 tons
Glass	0.00 tons
Styrofoam	0.30 tons
Total	22.26 tons

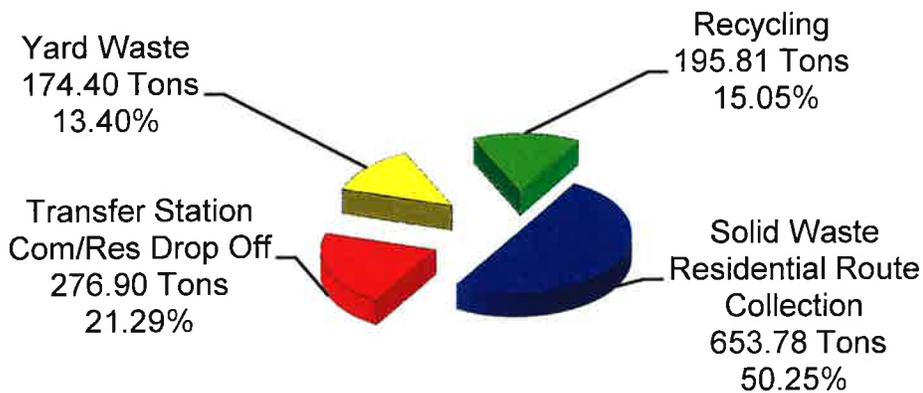
MONTHLY TOTALS

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 1,300.89 tons. The following pie chart is a representation of the Municipal Solid Waste figures for the month of November 2019 for the City of Cedar Falls.

November 2019

Total MSW Collected - 1,300.89 Tons



MISCELLANEOUS TASKS

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

Equipment was cleaned on a weekly basis.

**DEPARTMENT OF PUBLIC WORKS
OPERATION & MAINTAINCE DIVISION
STREET SECTION
MONTHLY REPORT FOR NOVEMBER**

COMPOST FACILITY

- The seasonal compost facility was randomly monitored on a daily basis.
- Unacceptable & undesirable materials dropped off by visitors at the compost facility were removed whenever encountered.
- Stock piled leaves and brush on a daily basis.

OUTSIDE SECTION ASSISTANCE

- Provided assistance in the fleet maintenance facility.
- Assisted with solid waste and yard waste collection.
- Provided assistance with EAB tree removal.
- Assisted traffic operations with painting the pipe bollards and parking spot for the electric vehicle charging station.

STREET & ALLEY MAINTENANCE

- Streets were swept on a routine basis as weather permitted.
- Potholes were filled with asphalt hot-mix or with the Dura-Patch spray patch machine. (the asphalt plant closed in early November)
- Alleys were graded as needed during the month.
- Road shoulders were graded and rock was added where needed.
- Installed concrete pads at the downtown parking lots for new pay stations.
- Installed bollards and sidewalk on 2nd St for the new electric vehicle charging station.
- Finished installing all aspects of the State St, Street Scape hubs.

SANITARY & STORM SEWER MAINTENANCE

- Replaced failed sanitary sewer box-outs.
- Reconstructed a storm sewer catch basin at 2907 W 4th St.
- Reconstructed a storm sewer catch basin at 938 Higby Dr.

CEDAR RIVER DAM

- The river level was monitored and normal operational procedures were followed during fluctuating water levels.

ICE & SNOW CONTROL

- Erected snow fence at pre-determined locations to minimize drifting.
- Set out and filled sand barrels at pre-determined locations.
- Continued general winter weather pre-season readiness activities.
- Responded to multiple light snow & ice events by plowing and applying de-icing materials to roadways based on established policies.

MISCELLANEOUS TASKS

- Vacuumed leaves from residential properties at numerous locations. This is a call-in request service.
- Extended the Lloyd Ln recycle site to facilitate more containers.

SPECIAL EVENTS:

- Placed traffic control for the Iowa High School Football play-off activities.
- Placed traffic control for "Holiday Hoopla" on Main Street.

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

- 79 traffic control signs were repaired.
- Made 12 labels for vehicle maintenance.
- Fabricated 8 signs for various applications.
- Traffic operations completed 9 One Call utility locates.
- Completed 7 minor repairs or upgrades to different signalized intersections.
- Traffic personnel assisted building maintenance with 7 minor projects.
- Responded to 4 outdoor emergency siren trouble calls. Batteries were replaced at two locations.
- Delivered building supplies and completed recycling task at city facilities.
- Installed a new LED street light at the North Cedar lift station.
- Traffic Operations dealt with numerous issues at the intersection of 31st and Hudson. All components of the signal cabinet were replaced, and returned to normal operation.
- Installed temporary outlets for holiday lighting on Main St. All receptacles were tested and 3 needed replacement.
- All Veteran's Parkway signs were replaced with new reflective signs.
- All calendar no parking signs were refaced on W. Seerley Blvd.
- Assisted the contractor with the turn on of the traffic signals at 58 and Viking Rd. Also the coordination plans were implemented to synchronize the 3 new signalized intersections.
- Installed 61 customer and visitor sign toppers in the downtown district.
- Completed various projects for the Peter Melendy reconstruction project including:
 - Installed 2 new pedestals
 - Ran wire and installed 2 new pushbuttons.
 - Ran wire and installed receptacles for the Christmas tree

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

The Fleet Maintenance Section processed 123 work orders during the month of November 4 of them were either sent out or done by staff from other sections.

1,050 transactions were recorded through the City's fuel dispensing sites. The Usage was as follows:

6,337.986 Gallons of Ethanol

7,508.545 Gallons of low sulfur diesel fuel

The total amount of fuel pumped for the month of November was 13,846.531 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

200: Replaced the batteries in the arrow board.

20202: Replaced high pressure hose.

2045: Replaced the hydraulic lift pump.

235: Replaced EGR valve.

239: Replaced EGR valve.

240: Tightened PTO bolts and replaced rusted oil pan.

241: Replaced plow lift cylinder and plow angle hoses.

243: Replaced spinner motor.

244: Hydraulic hoses replaced from spinner to hydraulic valve.

248: Replaced main hydraulic line from pump.

269: Replaced brine pump assembly.

280: Replaced work lights with new LED assemblies.

293: Replaced conveyor belt and lower roller bearings.

Refuse Section

3050: Repaired damaged walking floor piece.

320: Replaced and filled front axle hubs.

340: Replaced PTO U-joint and prox switch.

383: Replaced right rear brake chamber.

Water Reclamation

493: Repaired rear spinner assemblies.

Parks/Cemetery/Rec Section

2100: Went through walk behind snow blowers.

2105: Replaced front right U-joint.

21102: Installed snow blower on mower and rebuilt PTO.

2126: Replaced leaking radiator.

2136: Replaced wiper motor and body control module.

2138: Replaced driveshaft CV joint.

2159: Replaced coolant tube that was leaking.

2187: New vehicle setup.

2198: Installed v body salt spreader.

2330: Installed new front axle U-joints.

2338: Replaced hydrostatic potentiometer switch.

Engineering

127: Rear brake assemblies and rear abs sensor replaced.

Inspection

503: Replaced lower ball joints, fuel pump and right front wheel bearing.

516: Replaced wiring on evap canister.

Fire Division

FD502: Repaired blend door that was making noise and adjusted foam level switch.

Police Division

PD12: Replaced front brakes.

PD13: Replaced exhaust system from catalytic converters back.

PD14: Replaced front brakes and all tires.

PD22: Replaced front brakes that were warped.

Community Development

2400: Serviced pool vacuums and pressure washers.

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

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 times and checked heat programming.
- Delivered janitorial supplies.
- Replaced lock on lactation room.
- Replaced heat tape in exterior drain.
- Repaired stool valve.

COMMUNITY CENTER

- Completed cleaning inspections of facility.
- Completed pest control services.
- Replaced dirty HVAC filters.
- Replaced bad light bulbs and ballasts.
- Delivered janitorial supplies.
- Replaced canopy lights.

HEARST CENTER

- Completed cleaning inspections of facility.
- Completed recycling services.
- Replaced dirty HVAC filters.
- Replaced bad light bulbs and ballasts.
- Delivered janitorial supplies.
- Repaired light fixture in lobby.
- Replaced batteries in rental smoke detectors.
- Rekeyed locks on rental.
- Replaced fire extinguishers

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.
- Mounted sharps container.
- Repaired light above 5th St. entrance.
- Repaired stool.

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.
- Continued adjustment of PA system and individual speakers to find proper balance in different areas of the building.
- Met with plumbing contractor to determine cause of gas odor in apparatus bay.
- Troubleshoot radiant floor systems. Worked with plumbing contractor, control contractor calibrate actuator valves to perform properly and electrician contractor to replace undersized overload resets.
- Worked with plumbing contractor on controls to troubleshoot heat in Director's office. Checked and cleaned strainer on VAV box, verified damper valve operation. Adjusted hot water temps.
- Reprogrammed several lighting controllers after CFU power outage. Causing some lights to not turn on and others to not turn off or dim.
- Worked with electrical contractor to reprogram exterior light controller that lost memory after exterior pole replacement.
- Reset several VAV boxes in areas not heating properly due to CFU power outage.
- Arranged apparatus bay door repair on Sunday due to broken cable.
- Mounted coat racks in investigations and booking hallway.
- Troubleshoot water leaking into basement from sallyport. Caulked joints and in drain system and tested with running water.
- Installed tape line on floor in booking for testing.
- Installed cove base in booking room.
- Installed cabinet and mailboxes in fire training area.

PUBLIC WORKS

- Completed cleaning inspections of facility.
- Completed recycling services.
- 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.
- Repaired heat pump in Director's office. Contractor replaced faulty valve.
- Switched heat exchangers due for freezing. Contractor cleaned plates and reassembled. Working with well contractor to determine what is causing iron build up by lab bacteria test.

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 five led panel lights outside racquetball courts.
- Repaired leaky waste pipe in basement.
- Oiled noisy door hinges.
- Repaired door hinges in gym.
- Repaired stool.
- Heat pump in men's locker room was replaced.
- Repaired drinking fountain.

VISITORS CENTER

- Completed cleaning inspection of facility.
- Completed pest control services.
- Completed recycling services.
- Replaced bad light bulbs.
- Delivered janitorial supplies.
- Repaired stool.
- Replaced lights out in gift shop.

DEPARTMENT OF PUBLIC WORKS
WATER RECLAMATION DIVISION
MONTHLY REPORT - NOVEMBER 2019

PLANT OPERATIONS

Plant performance for November was very good with all permit requirements being met.

Annual whole effluent toxicity testing was conducted on November 12th. This once a year test required by the Department of Natural Resources involves a series of biological tests designed to detect trace levels of toxic chemicals and check their impact on representative species of aquatic organisms. Results were received showing that we passed the tests with no toxicity detected.

The ultraviolet disinfection process is not required after November 15th. We began the shutdown of the system the week of the 18th. During the winter months needed repairs are made and maintenance is conducted in preparation for a March startup.

PROJECTS

Our annual slip lining project was started in November. Municipal Pipe Tool will be continuing this work through the next several weeks. This involves rehabilitating sewer mains without the need to excavate. They will be working in several areas of the City. This year the majority of the funding is from CDBG programs.

BIOSOLIDS

We were able to deliver 36,000 gallons of liquid biosolids to fertilize local area farm fields during the month. An additional 296,000 gallons of material were processed through the belt filter press.

There were 2.1 tons of gritty, inorganic materials hauled to the landfill during October.

INDUSTRIAL WASTE PRETREATMENT PROGRAM

Annual scheduled inspections were conducted at the Standard Golf facility and at Viking Pump. An unscheduled inspection was conducted at Universal Industries. No violations were found.

SEWER COLLECTION SYSTEM - CALLS AND SERVICE

We received 359 sewer locate requests from the Iowa One Call system, 121 of which were pertinent and required markings by our field staff.

There were four sewer service calls received in November, none of which involved a

problem in the city's main or a sanitary sewer overflow. There was one lift station alarm call for the month.

Crews cleaned 7,100 feet of sanitary sewer lines in November. This brings our total mileage for the year to 25.5.

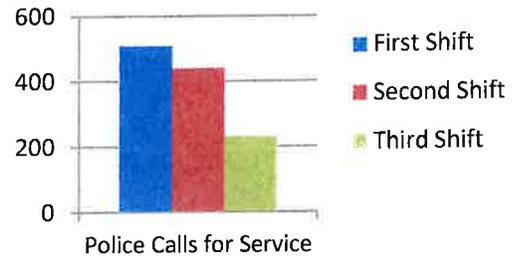
We inspected 118 feet of sanitary sewer lines with our televising unit. This brings our total mileage for the year to 5.4.

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

ITEM 14.

CEDAR FALLS POLICE

<u>Police Statistics</u>	First Shift	Second Shift	Third Shift
Calls for Service	510	441	234
Traffic Stops	111	105	117
Arrests	16	22	29



FIRST SHIFT – Captain Jeff Sitzmann

- Several Recruit Officers continued to Field Train on First Shift during the month. Officers Putney, Lenox and Baltes completed their Field Training during the month of November and are now assigned to First Shift Patrol.
- Officers attempted to locate a Suicidal Subject who was last seen in Cedar Falls. The victim left a note and began walking away from her residence without her phone. She was not dressed for the weather. She was located the following day.
- Officers and Supervisors again assisted with the Applicant Testing process. The process included physical testing, administering the Police Officer Selection Test (POST) and Minnesota Multiphasic Personality Inventory (MMPI), conducting interviews and background checks.
- During the month, Officers assisted with Traffic Control and Security for the State football playoffs in the UNI Dome. These duties are completed as an extra duty assignment and does not take away from normal shift patrol staffing.
- Officers investigated multiple cases of Vandalism. It appeared someone walked down the street and randomly kicked door mirrors off of cars.
- Officers found a Wanted Person at an area motel after receiving a tip. The arrestee and his girlfriend were in their motel room huffing from compressed air cans.
- Officers investigated three separate cases of Stolen Vehicles. In each case, the victim had allowed a friend to use the car and the friend then allowed someone else to use it. When the victims wanted their cars, nobody knew where they were.
- Officer investigated a Burglary to an apartment in July. The suspect in the case left some of his own blood at the scene and it was sent to the Division of Criminal Investigation (DCI) lab for comparison. Officers were able to obtain buccal swabs from the suspect for comparison. Lab results showed a match and there is now a Warrant for the suspect.
- Officers responded to a Cedar Falls business for a possible Meth lab. In the basement of a building under construction, Officers located liquids in jars, lab equipment, acetone, ether and other items consistent with drug manufacturing. It was determined that the lab was designed to make a hallucinogenic type of drug. The lab was dismantled and the case is still under investigation.
- Several Officers conducted an Open Field Search at Hartman Reserve in an attempt to locate a Missing juvenile. The juvenile was not located at the Reserve, but was found in good health the following day.
- Officers were called to a Disorderly at an apartment complex. When Officers arrived, they learned that one of the subjects involved jumped out of a second story window. It was learned that there was a No-Contact Order in place with the subject who lived at the apartment. The suspect was located and charged with the No-Contact Order Violation and Criminal Mischief.
- Officers responded to an Accident Involving Injuries at Greenhill Road and Prairie Parkway. The investigation showed that a minor traffic accident took place and then the two drivers got out of their vehicles and stood on Greenhill Road. Another vehicle traveling on Greenhill Road then struck one of the drivers involved in the first accident.
- Officers investigated a dog attack. The dog in question attacked two smaller dogs which were in the yard of a neighboring house. One of the smaller dogs was killed during the incident.

SECOND SHIFT – Captain Jeff Harrenstein

ITEM 14.

- Officers were dispatched to the report of kids climbing on the roof at the Transfer Station. The kids Station before Officers arrived. A short time later, Officers learned the kids jumped the fence at Cedar Falls Utilities. Officers located the kids, two of them were up on the coal pile. They were brought to the Police Department and released to their parents.
- Officers were dispatched to the area of 7th / Main Streets for a Weapons Violation. Dispatch advised that someone stepped outside of a residence and fired a shot. With the help of the witness, Officers determined it was a BB gun. Officers made contact with the 18-year old that had the gun in the 700 block of State Street. He was cited and the weapon seized.
- Officers responded to Scheels on the report of two female Shoplifters. Two juveniles were taken into custody and charged with Theft 5th Degree. Both were released to their parents.
- Officers took a report of a Motor Vehicle Theft. Officers determined that the owner of the vehicle sold the car and took a fraudulent money order for payment. Officers developed a suspect and the investigation continues.
- Officers conducted a Death Investigation at 715 Tremont Street. Officers were assisted by Sartori Paramedics and the Medical Examiner.
- Officers conducted a Domestic Abuse Assault investigation stemming from 2003 Waterloo Road. Parties involved were interviewed and photos were taken of all involved. The case was referred to the County Attorney's Office for review.
- Officers responded to 930 Higby Drive for a Harassment complaint. One of the subjects involved had an Active Warrant and was placed under arrest.
- Officers responded to the roundabout in the 400 block of Ridgeway Avenue for a Motor Vehicle Accident. Officers determined that a westbound vehicle had struck the centerpiece in the roundabout after failing to negotiate the roundabout at a high rate of speed. The driver was found to be intoxicated and was charged with Operating While Intoxicated 1st Offense. Officers were assisted by Cedar Falls Fire Rescue, who had to extricate the subject from the vehicle.
- Officers responded to a Shoplifting that had occurred at Casey's General Store on Center Street. The suspect had left the area, but was known to the employees. A report was initiated and follow-up will be conducted.
- Officers were dispatched to an Accident at Hudson / Greenhill Roads which ended up being Property Damage only, but caused some traffic issues for a short period of time.
- Officers responded to 13 Vehicle Accidents due to slippery road conditions in the metro area.
- Officers responded to a report of a Shoplifter at Target. The investigation led to the arrest of an adult female for Theft 5th.
- Officer took a report of Vandalism to City property from spray painting on the Krieg's Crossing Bridge.
- Officer took a report of a Burglary to a garage at 2122 Waterloo Road.
- Two Public Safety Officers responded to a Residential Fire at 517 East Dunkerton Road. They assisted with fire suppression and overhaul. Other Public Safety Officers responded to backfill Patrol and staff another fire apparatus during the Fire.
- Officer took a report from a father at the Police Department regarding a Welfare Check on his adult son that lives at 123 Brentwood Drive. It was discovered that the subject had been at Sartori Hospital, but had left the area saying that he might be going to Covenant Hospital in Waterloo. A report was received through Dispatch that the subject was there and Waterloo Police Department Officers were with him. Cedar Falls Officer was able to secure an Emergency Involuntary Committal for him through a Magistrate.
- Officers responded to a Welfare Check on a subject at 1014 Lilac Lane and upon locating him he agreed to accompany the ambulance for an evaluation. But upon checking his backpack for safety, a loaded pistol was located and seized. This information was provided to the Emergency Room doctor to assist with his evaluation.
- Officers responded to a Welfare Check of a subject that had left 2619 Feather Ridge Drive and was possibly intoxicated. Subject was located later in a vehicle and investigation led to his arrest for Operating While Intoxicated 1st.
- Officers were dispatched to a Personal Injury Accident in the 200 block Magnolia Drive which caused some traffic issues for a short period of time. Injuries were minor.
- Subsequent investigation into a previous Violation of a No-Contact Order led to the arrest of an adult female for Violation of No-Contact Order.

- Officer took a report of two juvenile Runaways, one male and one female. They were entered as Runaways in National Crime Information Center (NCIC) and an Attempt to Locate was broadcast for Metro Officers.
- Officers responded to a report of a Shoplifter at Von Maur. Subsequent investigation led to the arrest of an adult female for Theft 5th.
- Officers were dispatched to Kohl's regarding a Shoplifting in progress. Upon arrival, the female was located and the investigation led to her arrest for Theft 4th.
- Five Public Safety Officers responded to a fully involved Residential Fire at 8024 Slap Tail Trail. They assisted with fire suppression and overhaul. Other Public Safety Officers responded to backfill Patrol, assist the fire and staff another fire apparatus during the Fire.
- Officers responded to a report of an adult female Shoplifter at Walmart. Investigation showed that she was previously banned from the property. She was charged with Theft 5th, Trespass, Possession of Prescription Drugs and False Identification.
- Officers responded to a report of a female subject sleeping at the wheel near Applebee's. Officers made contact with the woman who was found to be passed out behind the wheel and very intoxicated. The woman was arrested and charged with Operating While Intoxicated.
- Officers responded to a Drug Violation Call at 804 Walnut Street. A subject at the residence was also Wanted for Voluntary Absence. Officers located the subject in the residence and discovered that the subject had stabbed himself in the stomach and had cut his hands.
- Officers arrested a subject after he stole a quantity of alcohol from the Kwik Star on Nordic Drive.
- Officers responded to a Suicidal Subject at 3004 West 4th Street, #30. After contact was made with the subject, a quantity of Illegal Drugs were seized and the subject was transported for a mental evaluation.
- Officers responded to a Shoplifter at Target. Contact was made with a female suspect who Loss Prevention advised attempted to take over \$1000.00 in merchandise. The female was arrested and charged with Theft 3rd Degree.
- Officers responded to Kohl's on the report of a female Shoplifter. Officers determined the subject took over \$700 in merchandise. The female had several young children with her and Officers allowed her to leave and turn herself in at a later time.
- Officers responded to a Vehicle Burglary in the Scheel's parking lot. Officers determined that an iPad, several handgun magazines and additional items were taken. The owner was able to track the iPad to a location on University Avenue in Waterloo. Officers were able to locate the iPad and return it to the owner. Officers are attempting to obtain video of the incident also. Investigation continues.
- Officers responded to Walmart for a female Shoplifter in custody. One subject was arrested and charged with Theft 5th.

THIRD SHIFT – Captain Mark Howard

- Officers were called to 1938 Tremont Street for a possible House fire. Ten Officers originally responded to assist Fire. The Fire had already been extinguished by the homeowner as Officers arrived.
- Officers were called to 1928 Olive Street for a subject urinating in the Reporting Party's yard. When Officers located the subject, he took off running from Officers. Officers after a short Pursuit caught and arrested the subject. He was charged with Interference and Intoxication.
- Officers reported all the lights in the College Hill area went off. A short time later, Officers were called to an Accident where a Dolly's Party Bus had struck another vehicle, a building and the pole that had a transformer on it knocking the power out. Officers located the bus at Dolly's on Lincoln Street.
- Officers were called to The Social House for a Disorderly Subject. Officers were unable to locate the subject.
- Officers were called to 1216 Ashworth Drive, #1 for a male with chest pain.
- Officers were called to 2500 Iowa Street for a female who had told family members she wanted to hurt herself. Officers did locate the female and were able to assist her along with family and friends.
- Officers checked out with a Suspicious Male in front of Tony's LaPizzeria. The subject was arrested for Public Intoxication.
- Officer made a Traffic Stop at 23rd / College Streets. The driver was arrested for Operating While Intoxicated.

- Officers saw lights on a vehicle in the Deery's Collision Center lot. Officer climbed fence and to check the vehicle. The vehicle's lights had been left on.
- Officers were called to 9025 University Avenue, #6 for some Loud Subjects. When Officers located the subjects they were just trying to help an intoxicated subject into his residence.
- Officers were called to 1919 College Street for a male refusing to leave the residence. He was escorted out of the residence.
- Officers were called to the 1300 block of West 13th Street for a vehicle alarm going off.
- Officers dispatched to a Loud Party in the 900 block of College Street. Officers arrived to find four adults in the garage and a couple children with them. It was not loud and they were Advised of the complaint.
- Officers called to a Prowler in the 1600 block of Tremont Street. The Reporting Party reported three males dressed in black rang the doorbell. The Reporting Party observed a white SUV that didn't belong in the area. Area was checked and nothing found.
- Officers made a Traffic Stop on a vehicle pulling in to McDonald's on Main Street. An investigation led to the driver being placed under arrest for Operating While Intoxicated.
- Officers called to the McDonald's on 1st Street for a report of an Intoxicated Subject in the drive-thru. Upon Officers arrival, they found the male inside the business. Officers spoke with the subject and determined he was not intoxicated.
- Officers called to the Lifestyle Inn for a report of a Weapons Violation. Officers met with a group that claimed they were witnesses to a crime that occurred a while ago. They testified against some people in a shooting case in Waterloo. They believe they were followed to the hotel by the subjects they testified against. They also reported the subjects rented a room at the hotel. It was decided the best thing to do was go back home, somewhere in the Iowa City area, so they left.
- Officers called to a Welfare Check at the drive-thru at McDonald's on Main Street. It was reported the driver of a vehicle was passed out in the drive-thru. Officers arrived on scene and made contact with the driver. After an investigation, the driver was placed under arrest for Operating While Intoxicated.
- Officers called to a Motor Vehicle Accident with Injuries on Highway 218. It was reported the driver hit a deer and was having an anxiety attack. Officers arrived on scene to find significant damage to the vehicle where all airbags in the vehicle were deployed. An investigation led to the driver being arrested for Operating While Intoxicated.
- Officers called to a Suspicious Vehicle at Blaine's Farm and Fleet. The Reporting Party was an employee who was at the business late doing work. He observed three males in a vehicle in the parking lot. Due to the recent overnight thefts he thought this was suspicious. Officers made contact with the subjects and it turned out they were dropping a vehicle off at the service center for repairs.
- Officers called to 2406 West 3rd Street for a subjects threatening suicide. While on this Call, Officers learned that an individual is back living in Cedar Falls. She reported her boyfriend Assaulted her and was now threatening to kill himself. Officers determined there was no Assault and the male was taken to the hospital for observation.
- Officers called to the old Midway Inn for a report of an Assault. Officers met with both the male and female about an Assault. Both the male and female came to the Police Station for statements. Investigation continues.
- Officer noticed a subject with a Warrant at Deringer's Public Parlor, that subject was arrested on that Warrant.
- Officers, while at Deringer's Public Parlor, arrested a subject who was fighting with staff. He was arrested for Intoxication and Disorderly.
- Officers were called to a Loud Party at 2303 Olive Street. No one was there when Officers arrived.
- Officers were called to a possible Domestic Assault at 3216 Neola Street. There was no Assault and parties were separated for the night.
- Officers were called to the Lifestyle Inn for a Suspicious Subject. Officers assisted the subject to his room.
- Officers were called to McDonald's on 1st Street for a Disorderly Call. The subjects involved were juveniles. All parties were Warned and Advised.
- Officers were called to 4411 Briarwood Drive for Vandalism to the residence.

- Officers were called to the Comfort Suites for a 15-year old subject who was suicidal and had off. The subject did return and was eventually picked and taken home by his parents.
- Officers were called to the 1400 block of Center Street for a car vs. deer Accident.
- Officers were called to 1924 West 12th Street for a 15-year old male who was out of control and suicidal. The subject was taken to the hospital by ambulance.
- An Officer located a subject passed out in his vehicle in the McDonald's parking lot. The subject was arrested for a large quantity of Marijuana and Operating While Intoxicated.
- Officers were called to 1009 West 22nd Street for Loud and Intoxicated Subjects. Officers were unable to locate the subjects.
- Officers were called to the Cedar Falls High School for a Fight in progress. When Officers arrived, it was just a bunch of kids playing.
- Officers were called to 1335 Brenton Drive for a Loud Party. Officers broke-up the party and completed a Party Referral to Code Enforcement.
- Officers were called to 12th Street and Hudson Road for Loud Subjects. These were the subjects that were at the party the Officers just broke-up. They were walking to College Hill.
- Officers were called to the end of Alden Drive for a vehicle playing Loud Music.
- Officers were asked by a subject to deal with a subject who was trying to start fights. When Officers located the subject, he fought with Officers and refused to cooperate. He was arrested and transported directly to the Black Hawk County Jail. Once he was identified, it was determined that he was a juvenile. The Officers remained at the Black Hawk County Jail for four hours waiting for the subject's parents to arrive.
- Officers were called to Highway 218 for Loud Music. The subjects who were removing cones from the roadway had a stereo turned up on one of their vehicles. They were asked to turn their music down.
- Officer was flagged down in the 200 block of Main Street and advised that two subjects were trying to start a Fight in the Cypress Lounge parking lot. Officers could not locate the subject.
- Officers checked out with some Disorderly Subjects in front of Deringer's Public Parlor. These subjects were friends messing around.
- Officer at Casey's General Store called out a Foot Pursuit of a subject who was being Disorderly at the Casey's General Store. Shift Officers caught the subject who was arrested for Intoxication and Interference.
- Officers were called to an Accident at Highway 58 and Greenhill Road. The Call ended up in Waterloo.
- Officers were called to Highway 58 / Highway 57 interchange for an Accident.
- Officers were called to 5516 Peridot Road for a subject trying to kick a door in. As Officers arrived, the subject took-off. Officers did locate the subject at Midway Drive. The subject was allowed to go to his grandmothers for the night. Victim did not want charges.
- Officers were called to 2603 #228 for a Medical Lift Assist. Officers assisted the ambulance crew with helping an elderly female up.
- Officers were called to Allen Hospital for a subject being released who has pending charges. The subject was picked-up by Officers and transported to the Black Hawk County Jail.
- Officers were called to Cedar Heights Drive and Viking Road for an Accident with Injuries.
- Officers were called to a Larceny in progress at Walmart. When Officers arrived, the subject had left the store in a vehicle. Officers were unable to locate the vehicle, but did obtain a plate. The investigation continues.
- Officers were called to an Intoxicated Male in the yard of a residence on 11th Street. As Officers were dispatched, the male left the area. Officers located the male at 8th and Washington Streets. He was arrested for Public Intoxication.
- Officers were dispatched to a Suspicious Male looking into a vehicle in the area of West 8th Street. The suspect had left the area when Officers got there. Officers were unable to locate any Suspicious Activity in the area.
- Officers conducted Bar Checks on Main Street and on College Hill. Alcohol Enforcement was conducted and citations were issued for Minor in Possession.

- Officers were called to Deringer's Public Parlor for an ex-employee that was trying to start fight the staff. Contact was made with the male and he was served a Trespass Notice and sent on way.
- While on Patrol, Officers came in contact with a person sleeping in a running vehicle in the 200 block of State Street. The driver was checked for sobriety and later arrested for Operating While Intoxicated.
- Officers were called to a Fight in the parking lot of Hidden Valley Apartments. Officers on Foot Patrol in the College Hill area responded and found several people fleeing the area when they arrived. Officers spoke to witnesses and gained no information of value in regards to the Fight.
- Officers were called to an address on Bertchwood Street for a Burglary to a residence. Officers met with the Reporting Party and he advised he was in the process of moving out of the residence and came back to get some items. When he went to get several buckets of change he had he noticed they were missing. The Reporting Party had not been to the residence for a couple of weeks and he had no suspects.
- While on Foot Patrol in the College Hill area, Officers that have worked with the Waterloo Police Department Violent Criminal Apprehension Team recognized a subject. Contact was made with Violent Criminal Apprehension Team and Officers learned that a Warrant had been issued for the subject. Contact was made and the subject was arrested for a Warrant of Possession of Drugs with Intent to Deliver.
- While on Patrol, Officers conducted a Traffic Stop on a vehicle. During the Stop, the driver was given Standardized Field Sobriety Testing which turned out to be negative. Officers did recover a quantity of Marijuana from the suspect and she was arrested.
- Officers conducted a Traffic Stop on a vehicle that was going on Highway 57 without any lights on the vehicle. Contact was made with the driver. She would later be arrested for Operating While Intoxicated.
- Officers were called to Walmart for a subject passed out in her car. When Officers arrived, the vehicle was not running and the subject was passed out from drinking alcohol. A family member picked that subject up.
- Officers were called to 115 – 700 West Ridgeway Avenue for neighbors arguing over a gas can. Officers spoke with the Reporting Party who was just concerned where the gas can was located.
- Officers were called to 1919 College Street, #101 for Loud Music. The subjects were Warned by Officers.
- Officers were called to 1318 West 5th Street for a report of Sexual Assault. The Department of Human Services was also called for this case.
- Officers were called to 5 Seasons Mobile Home Park for a 911 Hang-Up Call from a cell phone. Officers were unable to locate the subject.
- Officers were called to 4828 University Avenue for an Accident. It was reported that one of the drivers may be intoxicated. This call ended up being related to the 911 Hang-Up Call at 5 Seasons Mobile Home Park. One of the vehicles involved picked-up their child at that address and said the mother who called 911 is Suicidal. So Officers went back to 5 Seasons Mobile Home Park and assisted the female to the hospital with the ambulance. The other driver was arrested for Operating While Intoxicated.
- Officers were called to Sartori Hospital for a Suspicious Subject who was shaking the doors. When Officers located the subject he was in a car and extremely intoxicated. He refused to tell Officers who he was. He did advise that he was there to pick-up his girlfriend. Officers verified that his girlfriend does work there, but had left several hours ago. The Officers did eventually arrest the subject for Intoxication and Interference.
- Officers were called to a Police Alarm at Aldi's Food Store.
- Officers were called to Horizon Towers for a subject having a heart attack. Officers assisted the ambulance.
- Officers were called to Suspicious Sounds outside of a residence on West 1st Street. When Officers arrived, they were unable to locate any signs of Suspicious Activity.
- Officers conducted several Bar Checks in the area of College Hill. During this time, several citations were issued for alcohol related violations.

- Officers were called to a residence on West Seerley Boulevard on the report of a subject that overdosed on medication and alcohol. Officers assisted in getting the subject into the ambulance transport to the hospital. On the way to the hospital, the paramedics had to pull over and requested that an Officer ride along with the patient to the hospital.
- Officers were called to the back of businesses in the Midway Mall area. The Reporting Party observed a male that was walking behind the mall and looking into dumpsters acting suspicious. Officers made contact with a subject and he checked OK. The subject was sent on his way and Advised not to be in the area after business close.
- Officers came in early and assisted by taking on Patrol Duties for Officers that went to assist Cedar Falls Fire Rescue in the Beaver Hills Addition Fire.
- Officers were called to a Disorderly in the area of Grand Boulevard. Officers were informed that neighbors could hear a female screaming from an address in the area. Officers found the female and learned that she was visiting friends, became highly intoxicated, and began to argue. The female had someone come pick her up and she was sent on her way.
- Officers were called to the Days Inn for a Male/ Female Disorderly. Officers made contact and found the couple fighting. It was learned that the argument was verbal only and the female wanted to leave with the children. Arrangements were made to have the female's sister get her and the kids.
- Officers responded to an Attempted Suicide on Fairview Drive. It was reported that roommates found an intoxicated male with a rope around his neck in his room. The roommates removed the rope and contained the male until Officers arrived. The male was transported to the hospital.
- Officers were called to Casey's General Store at 6th and Main Streets for a male inside of the store acting unusual. Officers made contact with the male and learned that he was elderly and very disoriented. The male knew his address in Cedar Falls, but he couldn't remember how to get back to his house. Officers assisted by giving the man a ride home and making contact with persons at the house.
- Officers assisted Cedar Falls Fire Rescue when they returned to the Station after the Fire. Public Safety Officers assisted in the cleaning and re-stocking of the fire trucks.
- Officers gathered information on a Homicide and Shooting that occurred in Waterloo earlier in the evening. Officers were gaining information in the event they needed to assist in looking for subjects.
- Officers conducted a Traffic Stop on a vehicle. During the Stop, Officers could detect a smell of Marijuana. Officers were able to conduct a Search of the vehicle and a quantity of Marijuana and Drug Paraphernalia were found. Two juveniles were placed into custody. The juveniles were charged, booked in, and released to a guardian.
- Officers were called to the back of Little Bigs for a male that was unconscious. When Officers arrived, the male was conscious. The male had vomited all over the area where he was passed out. The male refused medical treatment and was arrested for Public Intoxication.
- Officers were on Foot Patrol in front of Voodoo Lounge when they were approached by staff. The staff reported that they had kicked a male out, and during that time the male had Assaulted one of the staff, punching him in the head. Officers found the subject and he was arrested.
- Officers responded to a Suspicious Call at the LifeStyle Inn. The report was of a possible minor in the hotel that was being kept against her will. Officers were able to track down what room they suspected the female to be in and they made contact. It was learned that the female was not a minor, was not there against her will, and was there with her boyfriend to celebrate her birthday. Everything checked OK.
- While on Patrol, an Officer recognized a subject that had an Outstanding Warrant. The Officer made contact and confirmed the Warrant. The subject was arrested. During that time, a quantity of Marijuana and Paraphernalia were found on him. He was also charged with the Drug Violations.
- Officers were called to a residence on Maryhill Drive for a teenage son that was out of control. Officers spoke to the parents and the teenage son about the son's behavior. It was also agreed to let Officers take safe-keeping custody of a shotgun that was at the residence.
- Officers were called to the area of Harriet Lane and Norse Drive for a Welfare Check. The Reporting Party advised that his friend was intoxicated and was out walking in the area. Officers later located the male in the area of Donald and Richard Drives. Officers made contact and the male was arrested for Public Intoxication.

- Officers conducted a Traffic Stop on a vehicle in the area of the Kwik Star by Greenhill Road. check of the driver showed that he had an Outstanding Warrant for his arrest. The male was into custody and transported to the Black Hawk County Jail.
- Officer made a Traffic Stop at 5th and Washington Streets. Driver was arrested for Operating While Intoxicated.
- Officer made a Traffic Stop at 2nd and State Streets. The driver was arrested for Operating While Intoxicated.
- Officer while Patrolling the Downtown, noticed a male subject staggering and unable to walk. The subject was arrested for Intoxication.
- Officers were called to 809 Tremont Street for Loud Music. Officers found the address quiet. They met with the Reporting Party who had mental issues.
- Officers dispatched to the Black Hawk Hotel for a report of a Suicidal Subject. Officers assisted and the male was transported to the hospital by ambulance.
- Officer noticed a Disorderly in front of Deringer's Public Parlor. Officers made contact with a subject causing problems. He was arrested for Interference with Injury, Disorderly Conduct and Public Intoxication.
- Officer responded to a Vehicle Burglary where a laptop computer and other personal items were taken from an unlocked vehicle.
- Officer noticed two subjects involved in an altercation at the rear entrance to Little Bigs. Officers made contact with the subjects and arrested both for Disorderly Conduct.
- Officers called to a Male / Female Altercation in the 400 block of State Street. It was reported a female was attempting to get away from a male. Officers made contact with both subjects and learned the couple is married and the male was not happy about how much fun his wife was having. They were separated for the night.
- Officer took a report of an Assault at Little Bigs. The suspects were gone when Officers arrived. A report was initiated.
- Officers called to a Domestic Assault Call. Officers spoke with both the male and female and determined there was no recent Assault that occurred. Officers advised the female if she wanted to give a statement she needed to come to the Station. She later arrived and gave a voluntary statement. The case will be sent to the County Attorney for review for possible prosecution.
- Officers responded to a Fight at Voodoo Lounge. The suspect took-off running from the area when he saw Officers.
- Officers called to Hidden Valley Apartments for a report of a Fire Alarm. Officers discovered smoke and determined it was smoke from recently smoked Marijuana. Marijuana was seized and a report was initiated.

INVESTIGATIVE UNIT – Captain Michael E. Hayes

- Captain Hayes attended the Family Children's Council HR meeting.
- Investigator talked with State Medical Examiner's Officer reference an autopsy they are conducting on a person that died in Cedar Falls on 10/17/19.
- Investigators and First Shift Officers met with County Attorney to go over the Fatality Accident that occurred on 10/10/19.
- Investigator contacted the Cedar Rapids Police Department reference a Recovered Stolen Vehicle. The vehicle was reported Stolen to the Police Department on 09/11/19. The owner has been contacted and the investigation continues reference possible charges.
- Investigator went to Hiawatha to look at a Recovered Stolen Vehicle. It was reported Stolen in September of this year. Officers with the Cedar Rapids Police Department Stopped the vehicle. During the Stop it was determined that the vehicle was Stolen. The investigation into our Stolen Vehicle continues.
- Investigator assisted the County Attorney's Office with picking up and return of a witness to the airport. The witness is to a Cedar Falls Sexual Assault that occurred two years ago and is now in trial.
- Captain Hayes attended Hate Crime Training that was presented by the Federal Bureau of Investigation.
- Investigator went to Dubuque for a Deposition. This is reference to a Cedar Falls case the Investigator worked and Dubuque Police also had charges against the suspect.
- Captain Hayes attended the Cedar Falls Schools Safety Committee meeting.

- Investigator arrested two people for four counts of Burglary Third in connection with the four Burglaries that occurred at local businesses in October. An Arrest Warrant was issued for a male for the same Business Burglaries. He is currently residing out of state. The investigation continues and more arrests are expected.
- Investigator arrested a juvenile for Harassment in the First Degree and Transferring of Obscene Material. He is accused of sending and receiving images of a minor(s) partially clothed and asking a minor female to send partially clothed / semi-nude photos.
- Captain Hayes attended the College Hill Partnership Board Meeting.
- Investigators and Officers began looking for a Runaway. Information is that she may have been dropped off in the Hartman Reserve area.
- Captain Hayes attended the Hawkeye Community College Criminal Justice Advisory Committee meeting.
- Investigators received information reference the Runaway reported on 11/12/19. This information was passed on to Bremer County, where the juvenile was staying with other people. She was located and reunited with her family.
- Captain Hayes got reports together for Juvenile Holding Review and met with the State Juvenile Justice Coordinator to go over Juvenile Detention for the past year.
- Investigator worked with Marion Police reference a Recovered Stolen Vehicle from Cedar Falls. Processing of the vehicle will take place.
- Investigator attended a meeting at the Child Protection Center for case review.
- Captain Hayes attended the monthly Sexual Assault Response Team (SART) meeting.
- Captain Hayes met with Western Home employee reference an incident that occurred. They were advised of their options.
- Investigator met with County Attorney to go over a Sexual Assault case.

Case Information For Month:

- Cases Assigned: 12
- Cases Closed Inactive: 1
- Cases Closed Exceptional: 3
- Cases To County Attorney For Review: 1
- Cases Closed By Arrest / Warrant: 6, resulting in 14 arrest charges.

Cellbrite Extractions:

- On 11/01/19, examined one iPhone for Sexual Exploitation investigation.
- On 11/07/19, examined one iPhone, one Android, and one iPhone to Waterloo Police Department for GrayKey iOS Extraction, for a Robbery investigation.
- 11/07/19, re-examined / attempted lock bypass for one Android for Suspicious Death investigation.
- On 11/08/19, examined two Androids for a Fatality Accident.
- A total of seven extractions were completed during the month.

School Resource Officer:

- School Resource Officer Ferguson talked with five 8th Grade classes at Peet Jr. High School, three 5th Grade classes at Cedar Heights Elementary and two 4th Grade classes at Aldrich Elementary on 'Internet Safety'.
- School Resource Officer Ferguson talked with two 4th Grade classes at Aldrich Elementary and one 4th Grade class at Cedar Heights Elementary on 'Bullying'.
- School Resource Officer Ferguson took a juvenile into custody for Disorderly Conduct. The charges stem from a fight occurred at Holmes Jr. High School in October.
- School Resource Officer Ferguson was called two separate times to Peet Jr. High School and once to Lincoln Elementary School on the report of a Disorderly.
- School Resource Officer Ferguson took a report of a female Runaway from Cedar Falls High School. She was seen leaving the high school at 11:00 AM and did not return. School Resource Officer Ferguson met again later in the month with a parent of a Runaway to get an update on the case.
- Captain Hayes and School Resource Officer Ferguson met with staff at Saint Patrick's School to assist in a table top exercise with Black Hawk County Emergency Management. In the table top exercise a person became an active shooter in the school.
- School Resource Officer Ferguson was dispatched to Southdale Elementary School on the report of a student refusing to get out of her mother's car and go to school. School Resource Officer Ferguson assisted.

- School Resource Officer Ferguson talked with two 6th Grade classes at Hansen Elementary School the 'Harmful Effects of Drugs'.
- On two separate occasions, School Resource Officer Ferguson met with students and their parents reference a Harassment that is going on at the Cedar Falls High School.
- School Resource Officer Ferguson met with teachers at Lincoln Elementary School reference dealing with unruly students.
- School Resource Officer Ferguson worked two Junior High dances at Holmes and Peet Jr. High Schools.

CSI Report:

- 11/06/19 through 11/08/19, Officer Belz attended the Iowa Association of Identification Training.
- On 11/11/19, Officer Belz entered evidence into the State Lab website, so it could be taken to the State Lab.
- On 11/12/19, Officer Belz took evidence to the State Lab for processing.
- On 11/14/19, Officer Belz had a Deposition on a civil lawsuit reference an Accident he investigated several years ago.
- On 11/25/19, Officer Belz assisted First Shift Officers with photographing an Accident Scene on Greenhill Road.
- On 11/26/19, Officer Belz processed a Recovered Stolen Car. The vehicle had been reported Stolen over the weekend.

Crime Scene

- 11/05/19 – assisted Second Shift Officers at the scene of a Death on Tremont Street.
- 11/18/19 – assisted Detectives with processing a Recovered Stolen Vehicle found in Marion, IA.
- 11/26/19 – assisted First Shift Officers with photographs at a Traffic Accident on Greenhill Road.
- 11/26/19 – assisted Third Shift Officers with processing a Recovered Vehicle stolen from College Street.

Crime Lab:

- Two items of physical evidence were processed in the Crime Lab.
- Six items of Marijuana evidence were tested in the Crime Lab.
- Fifteen items of evidence were taken to the State Crime Lab for processing.

Property Room

- During the month of November, continued case research in preparation for the upcoming 2015 property disposal in January.
- Seven items of property were released to their owners.

Evidence / Property:

- Evidence entered: 77
- Found property entered: 21
- Property held for safekeeping: 9
- Evidence tested for outside agencies: 1
- CD's entered by Officers: 108
- Attorney video copies: 87
- Attorney requests (not video): 3

POLICE RESERVE UNIT – Lieutenant Brooke Heuer

- Reserve Officers assisted with Holiday Hoopla downtown Cedar Falls on November 29th.
- Reserve Officers Aries, Hines and Spray attended Module B Training at Hawkeye Community College on November 16th and 17th. They also attended Module D Training on November 30th. These Officers continue to test on the Modules after receiving the Training.
- Reserve Training for the month of November was held on 11/12/19 in the Public Safety Building Training Room. Reserve Officers completed Child and Dependent Adult Mandatory Reporter Training. All Reserves completed testing and received their certificates.
- Officer Jaeger attended Narcan Training on November 19th.
- Reserve Officers Erickson, Hines, Kelley and Spray Field Trained on Second and Third Shift Patrol during the month of November.
- Reserves assisted with Extra Patrols of shopping areas during Black Friday shopping on 11/29/19.
- Reserve Officers worked during Second and Third Shift hours to assist Patrol during the month of November. 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 November, the Reserve Unit logged a total of 188.75 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, Adam	21
Bostwick, J	13
Buck, M	8
Burg, A	8.5
Cross, K	15
Erickson, N	20.25
Griffin, T	16.5
Hines, C	31
Jaeger, D	14.5
Kelley	8
Spray	33
TOTAL	188.75

POLICE TRAINING EVENTS – Lieutenant Marty Beckner

- National Crime Information Center (NCIC) Recertification Exams were taken for those close to their expiration dates.
- Officers Abbott, Baltes, Bruggeman, Lenox, and Putney continued their Field Training.
- Officer Hoffa completed her Field Training, and is now on Solo Patrol.
- Officers Getz and Hoeft continued classes at the Iowa Law Enforcement Academy in Johnston, IA.
- Lieutenant Schreiber attended the Master Instructor School in Sanford, FL.
- Officer Belz attended the 2019 International Association of Identification – Iowa Chapter Conference in Johnston, IA.
- Officer Russell assisted at Iowa Law Enforcement Academy with Precision Driving Instruction for the 289th Basic Class.
- Officer Gerzema attended Training at Midwest Counterdrug Training Center (MCTC) on Camp Dodge in Johnston, IA for Fentanyl and Other Synthetic Opiates.
- Officer Burkhardt attended a Background Investigation School at the University of Northern Iowa.
- Officer Ladage attended an AR15 Armorers Course in Des Moines, IA.
- Lieutenant Rea continued with the Grow Iowa / Cedar Valley Leadership classes.

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:November 2019Total 2019

ITEM 14.

Group A Crimes

Murder	0	0
Kidnapping / Abduction	0	2
Forcible Rape	0	9
Sex Assault w/ Object	1	1
Forcible Fondling	0	14
Robbery	0	3
Assault	14	178
Arson	0	4
Burglary / B&E	19	117
Theft	58	463
Theft / Motor Vehicle	5	28
Counterfeit / Forgery	8	53
Fraud	6	90
Stolen Property	0	2
Vandalism	11	151
Drug Offenses	11	159
Porn / Obscene Material	0	2
OP / Pro / Asst Gambling	0	1
Prostitution	0	1
Weapon Law Violation	3	14

Group B Crimes

Theft by Check	2	11
Disorderly Conduct	8	73
Operating While Intoxicated	14	135
Public Intoxicated / Liquor Violations	13	187
Non-Violent Family Offense	0	7
Liquor Law Violation	1	6
Peeping Tom	0	1
Runaway	3	19
Trespassing	2	23
Other Offenses	21	144

Group A Total:

136 1,292

Group B Total:

64 606

Total Reported Crimes:

200 1,898

Traffic Accidents

Other	0	0
Personal Injury	7	50
Property Damage	26	423
Total Reported Accidents	33	473

Driving Offenses

Driving While Barred	0	23
Driving While Suspended / Revoked	1	26
Eluding / Peace Officer	0	2
Total Driving Offenses	1	51

Alcohol/Tobacco Violations

31 190

Calls For Service

1,567 16,985

Total Arrests

87 883

**CEDAR FALLS FIRE RESCUE
NOVEMBER FIRE DEPARTMENT ACTIVITIES:**

- Station #1 (Blue Shift):
 - Provided one Smoke Detector Check / Install.
- Station #1 (Red Shift):
 - Fire Prevention Activity – Attended ‘Kids Night’ at Texas Roadhouse with flyers and truck.
 - Public Relations Activity – Provided standby with truck for Holiday Hoopla fireworks event.

FIRE ALTERNATIVE STAFF:

- Part-time and POC Firefighters contributed 80.75 hours of Shift Duty in November.

FIRE INSPECTIONS – Battalion Chief Curt Hildebrand

- November Rental Inspections: 113
- November Re-Inspections: 9
- November Daycare / Preschool Inspections: 1

FIRE TRAINING EVENTS – Lieutenant Marty Beckner

- Fire In-Service Training consisted of Air Bags, Cribbing and Jacks, and Firefighter Elevator Operations.
- 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.
- Final Naloxone Training was provided by Pathways and the Iowa Department of Public Health. Nasal sprays will now be carried on fire apparatus, and individually by Public Safety Officers who completed the Training.
- Captain Brown attended the 2019 Iowa Emergency Medical Services Association (IEMSA) Conference in Des Moines, IA.

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.

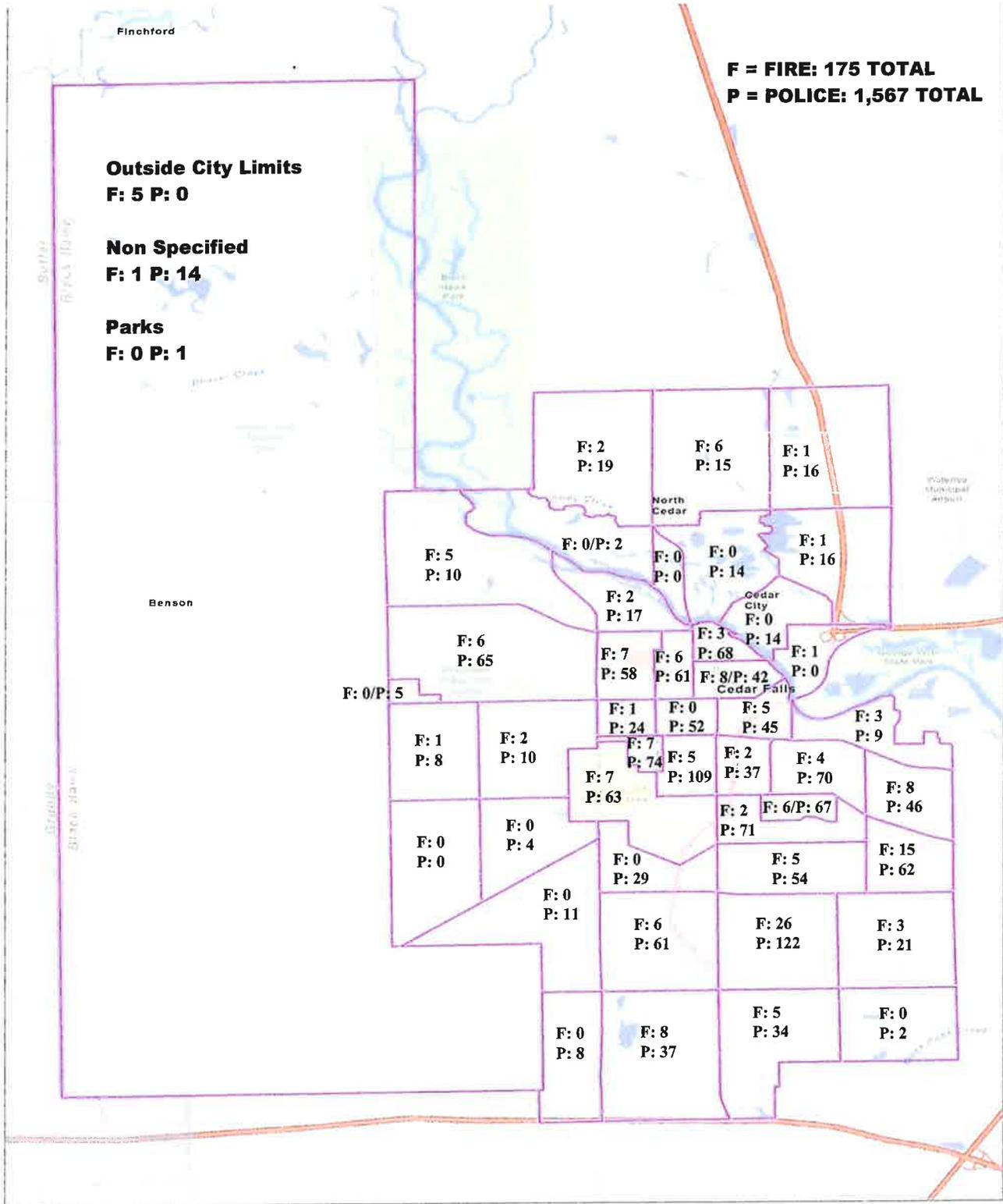
FIRE RESCUE CALLS FOR SERVICE

Type of Incident (Monthly)	Jan '19	Feb '19	Mar '19	Apr '19	May '19	Jun '19	Jul '19	Aug '19	Sep '19	Oct '19	Nov '19	Dec '19
Medical	101	114	92	100	103	97	92	121	103	117	97	
Cancelled, False Alarms, Good Intent	48	114	51	59	48	61	51	57	68	66	63	
Fire, Heat, Hazard, Weather Related	10	17	17	19	13	16	13	15	13	11	15	
Totals	159	185	160	178	165	174	156	193	184	194	175	

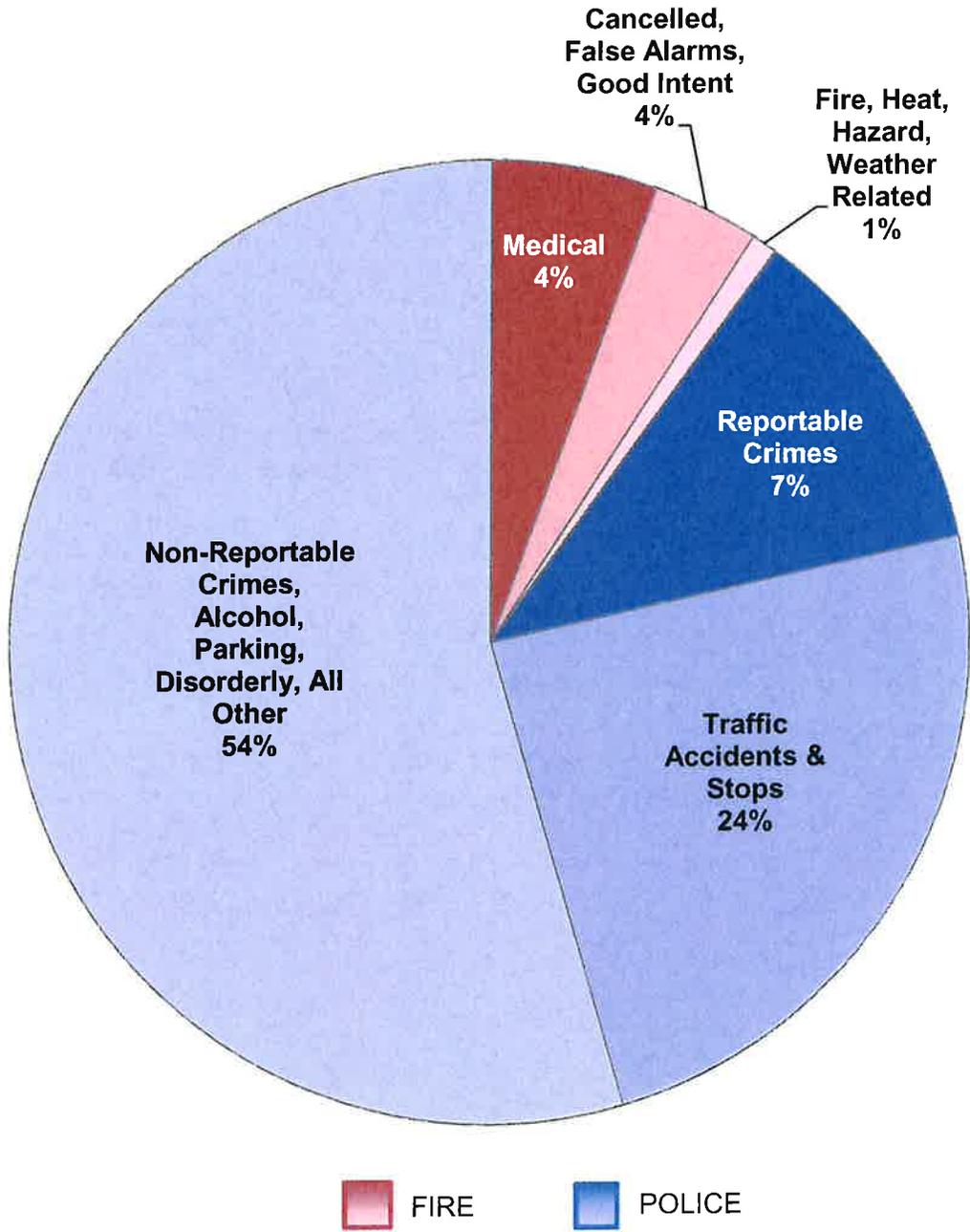
Type of Incident (per year)	2011	2012	2013	2014	2015	2016	2017	2018
Non-Medical CFS	991	1,056	1,052	948	840	911	900	772
Rescue / EMS Related	1,021	1,047	1,049	1,051	1,367	1,570	1,437	1,022
Totals	2,012	2,103	2,101	1,999	2,207	2,481	2,337	1,794

Cedar Falls Public Safety Grid Map

ITEM 14.



Cedar Falls Public Safety Experience Survey (November)



**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 Green and City Councilmembers
From: Jeff Olson, Public Safety Services Director/Chief of Police
Date: January 02, 2020
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) Cedar Falls Family Restaurant, 2627 Center Street, Special Class C liquor - renewal.
- b) Fraternal Order of Eagles, 2125 West Lone Tree Road, Class C liquor & outdoor service - change in ownership.

**CEDAR FALLS DEPARTMENT OF PUBLIC SAFETY SERVICES**

CITY OF CEDAR FALLS
4600 S. MAIN STREET
CEDAR FALLS, IOWA 50613

319-273-8612

MEMORANDUM

To: Ron Gaines, City Administrator
From: Jeff Olson, Public Safety Director/Chief of Police
Date: December 26, 2019
Re: Acting Police Chief Appointment

As part of the planning process for some time and as we discussed briefly in December's City Council Goal Setting Session I am moving forward with the plan to eliminate the Assistant Police Chief position and to appoint a Police Chief separate from the Public Safety Director's position. This change will allow for a smoother administrative organizational structure with a Police and Fire Chief separate from the Public Safety Director's position. This change will be fairly seamless for the Department. Pursuant to City Ordinance 2-949(b) I recommend appointing Assistant Police Chief Craig Berte to Acting Police Chief effective January 6, 2019.

In cooperation with the City of Cedar Falls Civil Service Commission we will begin to establish a hiring list according to the Civil Service State Code Chapter 400 rules. This process will begin in January.



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

MEMORANDUM
Legal Services Division

TO: Mayor Green, City Council
FROM: Kevin Rogers, City Attorney
DATE: January 3, 2020
SUBJECT: Proposed changes to Personnel Policies

The following contains proposed changes to Personnel Policies for your consideration, with explanations for same. The Policies below are in abbreviated form. The entirety of the affected Policies incorporating the changes is also attached for your information and reference.

Most of the changes are either for clarification or else reflect current practice.

Some are the result of changes in the law. For example, the changes to Policy 203 reflect federal regulations that take effect on January 1st. The changes to Policy 220 relating to the office of the state Ombudsman reflect a 2019 state law change.

One of the more significant policy changes includes Policy 501 terminating health coverage for retirees at age 65. The City's stop loss insurance does not cover those individuals so the City could be liable for catastrophic health claims not covered by the health policy if the policy was not changed.

Also, the changes to Policy 504 relating to tuition reimbursement follow Council's direction given at goal setting.

203: DRUG FREE WORKPLACE

Policy:

It is the policy of the City of Cedar Falls to maintain a workplace that is free from the effects of drug and alcohol abuse. Employees are expected to report to work in a mental and

physical condition capable of performing their duties.

Within the framework of State and Federal law, it is the policy of the City of Cedar Falls to conduct drug and alcohol testing of all applicants for full-time positions. The City may, at its own discretion, require testing of selected full-time, temporary and part-time positions. The City recognizes that drug and alcohol abuse can pose a serious threat to employees, and others, and establishes this policy to help maintain a safe, healthy, injury-free work environment.

Provisions not included in the interest of space.

2. SCOPE

- a. This policy applies consistently to all groups of employees unless specified otherwise. Some groups of employees (such as DOT drivers and DOT driver-applicants) are subject to additional requirements or are exempted from other requirements as regulated by Federal, State, local and/or applicable laws.
- b. DOT/FMCSA Programs
 - (1) Employees who hold a Commercial Drivers License (CDL) and who operate a commercial motor vehicle (CMV), or prospective drivers referred to as DOT driver-applicants, are subject to DOT drug and alcohol testing regulations. Participation in the City's controlled substances and alcohol testing program is a requirement of each DOT driver, and therefore is a condition of employment. DOT drivers must be in compliance with all DOT drug and alcohol testing regulations while performing DOT safety-sensitive functions.
 - (2) Periods of the workday when compliance is required under DOT drug and alcohol testing regulations include, but are not limited to, whenever a DOT driver is on duty, whenever a DOT driver is performing, or just about to perform a safety-sensitive function; and whenever a driver is otherwise engaged in City business. City business includes, but is not limited to:
 - (a) Work performed on or in City property including a City vehicle;
 - (b) Work performed on or in a non-City vehicle being used for conducting City business; and
 - (c) Meal and break times; or

- (d) At times otherwise specified in this Policy.

Provisions not included in the interest of space.

5. FMCSA CDL DRUG AND ALCOHOL CLEARINGHOUSE

- a. All DOT drivers and DOT driver-applicants are subject to and must comply with FMCSA CDL Drug and Alcohol Clearinghouse (“Clearinghouse”) laws, rules, and regulations as well as this policy.
- b. DOT driver-applicants must provide written consent for the City to conduct pre-employment Clearinghouse queries. Such applicants must also provide specific consent to the Clearinghouse for the City to access all information resulting from a full query. Such applicants must also provide written consent for the City to obtain drug and alcohol information from previous employers. Forms for required written consents shall be provided by the City. These requirements are a condition of consideration for employment with the City.
- c. DOT employees must provide written consent for the City to conduct Clearinghouse queries on an annual basis. DOT employees also must, as often as requested by the City, provide specific consent to the Clearinghouse for the City to access all information resulting from a full query. Forms for required written consent shall be provided by the City. Failure to provide such consents may result in suspension of all of the employee’s safety sensitive functions, or discipline up to and including termination of employment, or both.
- d. The following information collected and maintained by the City shall be reported to the Clearinghouse:
- (1) a verified positive, adulterated or substituted drug test result;
- (2) an alcohol confirmation test with a concentration of 0.04 or higher;
- (3) a refusal to submit to any drug or alcohol test;
- (4) actual knowledge on the part of the City of a drug or alcohol violation;

- (5) on duty alcohol use;
- (6) pre-duty alcohol use in violation of federal regulations;
- (7) post-accident alcohol use in violation of federal regulations;
- (8) controlled substance use in violation of federal regulations;
- (9) a substance abuse professional's report of the successful completion of a return-to-duty test;
- (10) a negative return-to-duty test;
- (11) the City's report of follow-up testing.

e. Improper access, use or release of any information accessed in the Clearinghouse may result in civil or criminal penalties and/or may result in discipline up to and including termination of employment.

Explanation: Policy updated to conform to new federal regulations affecting DOT drivers employed by the City.

56. DISCIPLINARY ACTION – CONSEQUENCES FOR VIOLATING THIS POLICY

Provisions not included in the interest of space.

205: MEDICAL PROCEDURES

Policy:

It is the Policy of the City of Cedar Falls that applicants to whom a conditional offer of employment has been extended and current employees may be required to undergo medical tests, procedures, or examinations whenever Management determines that these are necessary for the safe or efficient operation of the City and/or in compliance with Federal mandates.

Comment:

Provisions not included in the interest of space.

(7) The City reserves the right to require acceptable confirmation of the nature and extent of any illness or injury that requires an employee to be absent from scheduled work. Employees returning from a disability leave or an absence caused by health problems may be required to provide a doctor's certification of their ~~dis~~ability to perform their regular work satisfactorily without endangering themselves or their fellow employees. (See **701: Attendance and Punctuality** and **704: Leaves of Absence**.)

(8) Employees who become ill on the job or suffer any work-connected injury, no matter how minor, must report to their supervisors who will arrange referral for examination, treatment, and recording of the incident. Time spent by an employee in waiting for and receiving this medical attention will be considered hours worked for pay purposes. Employees who fail to report work-related injuries are subject to discipline, up to and including discharge, and may jeopardize any right to workers' compensation benefits. (See **602: Employee Safety**.)

(9) Unless deemed medically unnecessary or inappropriate by a health care professional designated by the City for such purpose, failure for any reason to successfully complete a City required examination or evaluation, including all associated tests and procedures, shall result in immediate removal from work duties, or continuation of leave from work duties, until successful completion of such evaluation or examination. Unreasonable failure to submit to such examination or evaluation at the time and date scheduled by the City shall be considered an unsuccessful completion of such examination or evaluation as of the date and time of the scheduled examination or evaluation. Employees may be allowed to use paid benefit time during any absences caused by failure to successfully complete such examination or evaluation, at the discretion of the Department Director.

Amended 6/1/15
3/1/19

Explanation: Typo

213: TERMINATION OF EMPLOYMENT

Policy:

It is the Policy of the City of Cedar Falls to terminate employment because of an

employee's resignation, discharge, or retirement; the expiration of an employment contract; the permanent reduction in the work force; or for disciplinary purposes outlined in other sections of these Policies. Discharge can be for any reason not prohibited by law. In the absence of a specific written agreement, employees are free to resign at any time and for any reason.

Comment:

(1) Employees must give written notice of their intent to resign or retire. Failure to give timely written notice of resignation or retirement may result in forfeiture of non-vested City benefits, no payment for accrued vacation, and ineligibility for reemployment. Notice requirements for retiring employees are found in **214: Retirement**. The following notices of resignation are required, unless waived or modified in writing by the City Administrator:

- (a) Department Directors and Division Managers must give at least four weeks' written notice of the last day work duties will be performed;
- (b) All other employees must give at least two weeks' notice of the last date that work duties will be performed.

(2) Employees who are absent from work for three consecutive days without being excused or giving proper notice will be considered as having voluntarily quit. Consideration may be given in unusual circumstances or the employee's incapacitation preventing notification.

(3) In certain circumstances, the City may choose to require that employees leave employment immediately upon receipt of notice and employee will receive their pay until termination of notice period.

(4) At the time of resignation, employees may be allowed to use all earned ~~and accrued~~ vacation time and compensatory time for the current year, in order to extend their effective termination date. This practice will be allowed upon approval of the Department Director (or City Administrator if a director position) and Financial Services Division. Accrued vacation time may not be used to extend the effective termination date. Although vacation which is earned between the last date that work duties will be performed and the effective termination date may extend the effective termination date, vacation which is accrued during that time may not extend the effective termination date, but instead will be paid in a lump sum upon termination along with vacation that accrued prior to the last date that work duties were performed and earned but unused vacation.

Provisions not included in the interest of space.

(13) The termination of employment of qualifying veterans shall comply with Iowa Code § 35C.6.

(143) Requests for employment references should be made in writing to the Financial Services Division and should include an authorization by the employee for the release of the requested information.

(154) Termination and discharge procedures are only guidelines and do not create a legal contract between the City and its employees. The City reserves the right to implement its Policies and Procedures as it sees fit.

Explanation: Clarified use of accrued vacation at termination. Added a section regarding the termination of employment of veterans as a reminder.

214: RETIREMENT

Policy:

It is the Policy of the City of Cedar Falls that employees are eligible for normal retirement when satisfying the requirement of the Iowa Public Employee Retirement System (IPERS), or in the case of civil service police officers and firefighters when satisfying the requirements of the Municipal Fire and Police Retirement System of Iowa (MFPRSI).

Comment:

(1) Employees who have been employed for at least five years may elect to vest their retirement with the City and may be eligible for retirement benefits upon reaching the age of fifty-five.

(2) Employees who choose to take normal retirement are requested to give the Financial Services Division as much advance notice of their intent as possible, but at least 90 days advance written notice is required. Employees who have given notice of either normal or early retirement may be called upon to help in the training of their replacements.

(a) The notice required in this policy is notice of the last date that work duties

will be performed.

- (b) Neither paid nor unpaid time off work may be used to satisfy the notice requirements set forth in this policy, unless employees are on an approved leave, or as approved in advance by the Department Director (or City Administrator if a director position).
- (c) At the time of retirement, employees may be allowed to use all earned ~~and accrued~~ vacation time and compensatory time for the current year, in order to extend their effective retirement date. This practice will be allowed upon approval of the Department Director (or City Administrator if a director position) and the Financial Services Division. Accrued vacation time may not be used to extend the effective retirement date. Although vacation which is earned between the last date that work duties will be performed and the effective retirement date may extend the effective retirement date, vacation which is accrued during that time may not extend the effective retirement date, but instead will be paid in a lump sum upon retirement along with vacation that accrued prior to the last date that work duties were performed and earned but unused vacation.

Provisions not included in the interest of space.

Explanation: Clarified use of accrued vacation at time of retirement.

220: OFFICE OF OMBUDSMAN

Policy:

It is the policy of the City of Cedar Falls that all employees and officials are encouraged to disclose, to the extent not expressly prohibited by law, improper governmental actions. Every employee and official has the right to report to the State Ombudsman information concerning an alleged improper governmental action.

Comment:

(1)Improper Government Actions: Improper government action is any action by an employee or official in the performance of his/her duties that:

- (a) Is in violation of any federal, state or local law or rule;
- (b) Is an abuse of authority;
- (c) Is of substantial and specific danger to the public health or safety;
- (d) Is a gross waste of public funds

Improper government action does not include personnel actions, including, but not limited to, employee grievances, complaints, appointments, promotions, transfers, assignments, reassignments, reinstatements, restorations, reemployments, performance evaluations, reductions in pay, dismissals, suspensions, demotions, violations of applicable collective bargaining and civil service laws, alleged labor agreement violations, reprimands, or any other personnel action taken under authority of state law.

(2) It is the purpose of this policy to provide employees and City officials with a means by which to report improper governmental action, to protect those employees and officials who make good-faith reports to appropriate governmental bodies and to ensure that there will be no retaliation for having made such reports.

(3) Pursuant to the Iowa Ombudsman Act, Iowa Code Chapter 2C, the State Ombudsman’s Office has authority to investigate complaints about improper action or inaction taken by governmental entities. The State Ombudsman’s Office is a non-partisan agency and can be contacted in any of the following ways:

<u>Telephone</u>	<u>Write or Visit</u>
<u>(515)281-3592</u>	<u>Office of Ombudsman</u>
<u>(888)426-6283 (toll-free nationwide)</u>	<u>Ola Babcock Miller Building</u>
	<u>1112 East Grand</u>
<u>Fax: (515)242-6007</u>	<u>Des Moines, Iowa 50319</u>
<u>TTY (Teletypewriter): (515)242-50654</u>	<u>Email: ombudsman@legis.iowa.gov</u>

Explanation: New policy to conform to state statute.

307: OVERTIME

Policy:

It is the Policy of the City of Cedar Falls to pay overtime to non-exempt hourly employees when appropriate and required by the law. The provisions of any applicable collective bargaining agreements shall apply and this policy shall not apply for any bargaining unit employees.

Comment:

Provisions not included in the interest of space.

(10) Extra Pay for Catastrophic Events, Natural Disasters, and other Exigent Circumstances: In the event grants are available, or there is a catastrophic event, natural disaster or other exigent circumstances that necessitate exempt employees working extraordinary hours, extra pay, which may or may not be computed on a time and a half basis, may be paid to these exempt employees, upon City Council approval. Considerations by City Council will include, but are not limited to, whether the expense of the extra pay is reimbursable by the Federal Emergency Management Agency or some other governmental reimbursement program as well as the nature of the exigent circumstances and the duration of such events or circumstances.

(11) Checking E-mail during off work hours. Employees are not allowed to check email during off work hours unless a supervisor has approved such practice in advance and agreed to pay overtime.

- Amended 1/1/05
- 1/1/09
- 1/23/12
- 1/3/19

Explanation: addresses a concern that the language did not allow extra pay for routine duties under a grant program.

309: SEVERANCE PAY

Policy:

It is the Policy of the City of Cedar Falls to provide severance pay to qualifying terminating employees in accordance with the following guidelines:

Comment:

(1) Employees hired on or before July 1, 1983, have the sick leave severance program they elected in writing and filed with the Financial Services Division. Non-union employees hired on or before July 1, 1983, have the option to elect the formula set forth in Comment #2 by filing a written election with the Financial Services Division no later than June 30, 2004.

(2) Full-time employees hired after July 1, 1983, and before July 1, 1989, will be paid for unused sick leave remaining as of their termination date using the following formula:

- 0 – 720 hours remaining: No severance pay
- More than 720 hours but equal to or less than 1440 hours remaining: 100% payment for the hours remaining over 720 hours up to a maximum of 1440 hours
- More than 1440 hours remaining: 50% payment for the remaining hours
- *Examples:* 400 hours remaining equals No severance pay

1200 hours remaining equals 480 hours of severance pay:
(1200 - 720 = 480 x 100% = 480)

2000 hours remaining equals 1000 hours of severance pay:
(50% x 2000 = 1000)

(3) A “day” of unused sick leave for 8-hour work day employees is equal to 8 hours for purposes of this policy.

(4) A “day” of unused sick leave for less than 8-hour work day employees is equal to

the hours normally worked for purposes of this policy.

(5) A “day” of unused sick leave for more than 8 hour work day employees is equal to 8 hours for purposes of this policy. This would include eligible ~~24 hour~~ fire shift employees.

Provisions not included in the interest of space.

Amended 3/22/04

6/1/15

7/18/16

3/1/19

Explanation: Self-explanatory.

401: AUTOMOBILE, VEHICLE AND EQUIPMENT USAGE AND DRIVING POLICY

Policy:

It is the Policy of the City of Cedar Falls to provide vehicles for business use, to allow employees ~~and elected and appointed officials~~ to drive on City business, to reimburse ~~employees~~ for business use of personal vehicles, and to maintain standards for safety according to the guidelines below. “Vehicles” for purposes of this policy includes “automobile” and “equipment.”

Comment:

1. Vehicle Usage in General:

A. Employees may not drive vehicles for City business without the prior approval of their supervisor. Before approving a driver, the supervisor must check the employee's driving record, verify the existence of a valid driver's license, and make sure the employee is eligible for coverage under any applicable City insurance.

B. Employees holding jobs designated as requiring regular driving for business as a condition of employment must be able to meet the driver approval standards of this policy at all times. In addition, such employees must inform their supervisors of any changes that may affect their ability to meet the standards of this policy. For all other jobs, driving is considered only an incidental function of the position.

C. City vehicles will be assigned to those departments which have demonstrated a continuing need for them. Additional vehicles are maintained in a motor pool for use as needed. Rental cars also may be used by employees traveling out-of-town on City business, subject to supervisory approval.

D. Employees who need transportation in the course of their normal work may be assigned a City vehicle for their use. Employees who may be assigned a City vehicle include: City Administrator, Fire Chief, Community Development Director, Police Chief, Assistant Police Chief, Public Safety Services Director, Public WorksMunicipal Operations & Programs Director, Recreation & Programs Division Manager, Operations and Maintenance DivisionPublic Works/Parks Manager, Water Reclamation Division Manager, Sanitation Section Supervisor, Street Section Supervisor, Fleet Maintenance Supervisor, Waste Water Treatment Plant Supervisor, Finance & Business Operations Director, Park Section Supervisor, Traffic Operations Supervisor and Building Maintenance Supervisor. All other employees needing transportation for City business may use vehicles assigned to their department or those drawn from the motor pool. As a last alternative, when no City vehicles are available, employees may use their own vehicles for business purposes, but only with the prior approval of their supervisor.

E. Employees who drive a vehicle on City business must, in addition to meeting the approval requirements above, exercise due diligence to drive safely and to maintain security of the vehicle and its contents. Drivers also must make sure that the vehicle meets any City or legal standards for insurance, maintenance, and safety. Employees are responsible for any driving infractions or fines as a result of their driving.

F. Employees are not permitted, under any circumstances, to operate a City vehicle, or a personal vehicle for City business, when any physical or mental impairment causes the employee to be unable to drive safely. This prohibition includes, but is not limited to, circumstances in which the employee is temporarily unable to operate a vehicle safely or legally because of illness, medication, or intoxication.

G. To the extent possible, employees should avoid use of cellular phones, mobile devices, DVD players, laptops, ear buds, head phones, or other electronic devices, while driving and operating City vehicles and equipment. When a cellular phone or mobile device must be used, employees should pull over to the side of the road until the call and/or message is completed. In the alternative, employees should use hands-free cellular phone or mobile devices. There shall be no texting or sending electronic messages by employees while driving and operating City vehicles and equipment.

H. There shall be no smoking in City vehicles.

I. Employees may not use City vehicles for non-business purposes except when such use is incidental to the business purpose such as when on or near the route of a business purpose, or for an authorized break, or ~~and only~~ with prior approval of the Department Director.

Provisions not included in the interest of space.

4. Volunteers, Elected and Appointed Officials Driving for City Business:

A. A volunteer or elected or appointed official for the City may be granted permission to use a City vehicle for City business under the following conditions:

- (1) The volunteer or elected or appointed official must be given permission by the Department Director or City Administrator, as the case may be.
- (2) Prior to driving a City vehicle the volunteer or elected or appointed official shall allow the City to make a copy of his/her driver's license and upon review the City determines the volunteer or elected or appointed official has an acceptable driving history.

B. A volunteer or elected or appointed official for the City may be granted permission to use his/her personal vehicle for City volunteer duties business under the following conditions:

- (1) The volunteer or elected or appointed official must be given permission by the Department Director or City Administrator, as the case may be.
- (2) Prior to driving a personal vehicle for City business the volunteer or elected or appointed official must provide the City with a copy of his/her insurance coverage; allow the City to make a copy of his/her driver's license to

determine if the volunteer or elected or appointed official has an acceptable driving history; and sign a liability waiver.

C. The volunteer or elected or appointed official shall only drive for City business on assignments or duties directly authorized by the Department Director or City Administrator, as the case may be. Mileage reimbursement, if applicable, may be paid upon approval ~~by the Department Director~~. The terms of this Policy 401 referring to employees also apply to volunteers and elected and appointed officials unless by their context they obviously do not apply.

Amended	1/1/05	6/1/15
	7/1/06	7/18/16
	1/1/08	3/1/19
	2/13/12	
	11/12/12	

Explanation: Added provisions regarding elected and appointed officials traveling for city business. The Forms will need to be changed accordingly.

501: INSURANCE BENEFITS

Policy:

It is the Policy of the City of Cedar Falls to provide eligible employees with certain insurance benefits. For specific details of benefits, employees are referred to the insurance plan documents. Provisions in plan documents take precedence over any statements in this policy.

Comment:

(1) **Health Insurance.** Health insurance is available to all full-time employees and their dependents (as defined by plan documents). The City may pay a portion of the premium and the employee will pay, via payroll deduction authorized by the employee in writing, the remainder of the premium. If, for any pay period, there are insufficient wages due and payable to the employee to cover the premium to be withheld, the employee must submit to the City, not later than the employees' normal payday, the amount of premium owed by the employee. If the

premiums for such health insurance are increased, or decreased, the City reserves the right to alter the share of premium cost to be paid by employees. Prescription drug insurance is offered to employees covered by the health insurance plan. Health and prescription drug deductibles and co-insurance payments for dependents will be paid by the employee. Employee's health and prescription drug deductibles and co-insurance payments may be reimbursed pursuant to a §105 Plan and as determined by City Council and the collective bargaining process.

Provisions not included in the interest of space.

(7) **Retirees Coverage.** Nothing in this Article shall be construed as preventing retired employees from voluntarily continuing in force, at their own expense, an existing contract for both the employees and their families for which they are qualified ~~and as provided~~ by law. Effective July 1, 2020, retirees will no longer be eligible for medical and prescription drug insurance and dental insurance coverage on the City's group plans upon reaching the age of 65 or becoming eligible for Medicare, whichever occurs first.

(8) **Scope of City Responsibility.** The City reserves the right to alter, modify or discontinue any of these insurance benefits at its sole discretion. Employees should review insurance plan documents for full details concerning participation, coverage, limitations and filing of claims. It is the employee's responsibility to file claims properly and promptly. The City is not responsible for or liable for the payment of any insurance benefits. The City's responsibility is limited to the payment of the necessary portion of premiums to purchase the insurance described in section (1) through (4). It has no liability for the failure or refusal of the insurance carrier to honor an employee's claim or to pay benefits and no such action on the part of the insurance carrier shall be attributable to the City. No dispute arising under or relating to Insurance Benefits shall be subject to the Grievance Procedures, except an allegation that the City has failed to pay any portion of the premium required to purchase the insurance coverage.

(9) **Workers' Compensation Benefits and City's Lien Against Third Parties.** The City shall have the right to a lien or a credit for all workers' compensation benefits paid to an employee that are the result of a third party's actions. Iowa law provides that the City is entitled to a credit or lien for any and all workers' compensation benefits against any payment received by an employee from a third party or its insurance carrier. If an employee receives any payments from a third party or their insurance carrier for injuries sustained while in the course of employment for the City, the employee must obtain written approval from the City prior to settlement of the claim with the third party. Employees who are contacted by a third party or its insurance company in order to negotiate a settlement of their claim must inform their supervisor, Department Director (or City Administrator if a director) and the City Attorney immediately.

Amended 1/23/12
6/1/15
3/1/19

Explanation: Addresses the fact that the City's stop loss insurance does not cover retirees when they reach age 65.

503: HOLIDAYS

Policy:

It is the policy of the City of Cedar Falls to designate and observe certain days each year as holidays. Eligible employees will be given a day off with pay for each holiday observed.

Comment:

- (1) The schedule of holidays the City will observe during each calendar year will be:
 - (a) New Year's Day;
 - (b) Good Friday;
 - (c) Memorial Day;
 - (d) Independence Day (July 4);
 - (e) Labor Day;
 - (f) Thanksgiving Day;
 - (g) Friday after Thanksgiving Day;
 - (h) Christmas Day;
 - (i) When Christmas Day falls on a Tuesday, Wednesday or Friday, Christmas Eve (December 24) will be observed as a holiday. When Christmas Day falls on Thursday

the following Friday (December 26) will be observed as a holiday, and;

(j) Three (3) Floating Holidays (see Comment #9 for eligibility, pro-rating and usage).

(2) Full-time employees are eligible to receive their regular rate of pay for each holiday. Part-time employees working on a consistent year-round basis are eligible to receive holiday pay only for holidays outlined in Comments (1) (a) through (i) above. Holiday pay for these part-time employees will be paid on a pro rata basis, based upon the number of normal hours worked in a pay period. Part-time, non-union employees shall also receive three (3) floating holidays. Part-time, non-union employees' floating holiday benefits will be paid on a pro rata basis based upon the number of hours actually worked in the prior year computed as of the fiscal year. Part-time employees on lay-off are not eligible to receive holiday pay. Positions listed within the "Special Purpose & Seasonal Salary Schedule" and "Workshops/Sessions/Events Pay Plan" are not eligible for holiday pay benefits. In addition, as defined by policy **211: Temporary and Part-time Employees**, temporary and seasonal employees are not eligible for pro-rated holiday pay.

(3) To receive holiday pay, an eligible employee must be at work, or on an authorized absence, on the workdays immediately preceding and immediately following the day on which the holiday is observed. If an eligible employee is absent on one or both days because of illness or injury, the City reserves the right to verify the reason for the absence before approving holiday pay. (See **205: Medical Procedures**)

(4) A holiday that occurs on a Saturday or Sunday generally will be observed by the City on either the preceding Friday or following Monday.

(5) The City recognizes that some employees may wish to observe, as periods of worship or commemoration, certain days which are not included in the City's regular holiday schedule. Accordingly, employees who would like to take a day off for such reasons may be permitted to do so if the employee's absence from work will not result in an undue hardship on the conduct of the City's business and if the employee's supervisor approves. Employees may use accumulated days of paid absence or "floating" holidays on such occasions, or they may take such time off as an unpaid, excused absence.

(6) The City may schedule work on an observed holiday as it deems necessary. Normally, work on an observed holiday will be paid as if it were a regularly scheduled day. Employees scheduled to work on a holiday will be given the option of receiving pay for the hours worked for the day plus their holiday pay, or employees may take another "floating" holiday equivalent to the hours worked, with the prior approval of their supervisor, at another

time during the same fiscal year. See **307: Overtime** Policy for holiday rates paid to employees not scheduled to work but called in to work on a holiday.

(7) Non-union police and public safety management shift employees assigned to ~~6-~~ ~~3~~~~police~~ shifts will not observe the holidays outlined in Comments (1) (a) through (1) (j). Instead, these employees will observe the same number of holidays as "floating" holidays. However, the total number of such "floating" holidays shall not exceed eleven (11) in any fiscal year (90.75 hours).

(8) Non-union fire and public safety management shift employees assigned to ~~24~~ ~~hour~~~~fire~~ shifts will not observe the holidays outlined in Comments (1) (a) through (1) (j). Instead, these employees will observe seven (7) holidays per fiscal year as "floating" holidays (168 hours).

(9) ~~If a n~~Non-union public safety management shift employees ~~is reassigned to a different shift, entitlement to holidays is shall be allowed to observe floating holidays in the same number as provided in the applicable collective bargaining agreement, police or fire, to union employees assigned to the same shift as the non-union public safety management shift employees. Allowance for floating holidays is calculated or~~ recalculated at the time of shift reassignment. Such employee's entitlement to holidays for the remainder of the fiscal year after reassignment is based upon the ratio that the number of holiday hours not taken prior to reassignment bears to the total number of holiday hours available in the fiscal year prior to reassignment. This ratio is applied to the total number of holiday hours available in the same fiscal year in the new assignment. If reassigned to non-shift, named holiday hours remaining in the fiscal year after reassignment shall be deducted from the total remaining holiday hours. For example, if a non-union public safety management shift employee was assigned to a 6-3 shift and used 33 floating holiday hours, and then was reassigned to a 24 hour shift, such employee would have 106.9 hours of floating holiday remaining during the same fiscal year $(90.75 - 33 = 57.75/90.75 = .636 \times 168 \text{ hours} = 106.9 \text{ hours after rounding})$. The same employee reassigned to non-shift on December 1 would have 24 floating holiday hours remaining, plus the remaining named holiday hours during the same fiscal year $(90.75 - 33 = 57.75/90.75 = .636 \times 88 = 55.968$, less 32 named holiday hours remaining in the fiscal year = 24 hours after rounding). For those non-union public safety management shift employees assigned to non-shift, total named holidays in a fiscal year may be as many as nine (9), depending upon the year as set forth in 1 (a) – (i) above. For purposes of this policy the term "non-union public safety management shift employees" includes battalion chiefs, fire captains, police captains, police lieutenants, public safety supervisor captains and public safety supervisor lieutenants. ~~As an example, if a public safety supervisor captain is assigned to a fire shift, then the public safety supervisor~~

~~captain is allowed the same number of floating holidays as are provided in the fire collective bargaining agreement to union fire shift employees assigned to the same shift. If the same public safety supervisor captain is reassigned to a police shift, then the number of floating holidays is recalculated at the time of reassignment to reflect the number of floating holidays allowed in the police collective bargaining agreement to union police shift employees assigned to the same shift. Thus, in this example, if the fire collective bargaining agreement allows 7 tour day floating holidays then the public safety supervisor captain would be allowed 7 tour day floating holidays during the fiscal year while assigned to the fire shift, or a pro-rated share thereof depending upon the date of assignment. Upon reassignment to a police shift, assuming the police collective bargaining agreement allows for 11 total holidays, then the public safety supervisor captain would be allowed to observe 11 total holidays, or a pro-rated share thereof depending upon the date of reassignment, less the number of tour day floating holidays observed while assigned to the fire shift, during the same fiscal year. Use of holidays, including floating holidays, shall be converted to hours regardless of the police or fire shift which the non-union public safety management shift employee are assigned.~~

(10) Floating holidays may be taken by eligible employees any time after six (6) months of employment and after receiving approval of the division manager. Floating holidays are pro-rated for eligible employees hired after the fiscal year begins. Eligible employees must take floating holidays on or after the date the fiscal year begins through the last day of the same fiscal year.

Carryover of floating holidays will not be permitted unless otherwise specified by union contract or if an employee is hired during the second half of the fiscal year and the employee will not meet the six (6) month employment requirement. In the latter case, the employee will be allowed to take their pro-rated floating holiday after he/she becomes eligible to take them, but must take them on or before the last day of the fiscal year in which they become eligible to take the pro-rated holiday. If hired during the month of December, floating holiday hours may be carried over if approved by the Department Director.

(11) Veteran's Day is not a City observed holiday: City will comply with Iowa Code 91A.5A as follows:

- (a) Certain qualified veterans, if they otherwise would have been required to work on November 11, may be granted time off for that day unless it would impact public health or safety or would cause the City to experience significant economic or operational disruption. Such time off shall be without pay, but the qualified veteran may use paid benefit time other than sick leave to cover such

absence.

- (b) The qualified veteran must provide written notice to the veteran's supervisor of intent to take time off work at least 30 days prior to Veteran's Day. If requested, the veteran must provide to the City a federal certificate of release or discharge from active duty, or similar documentation for determining the veteran's eligibility.
- (c) The City shall notify the requesting veteran at least 10 days prior to Veteran's Day whether or not the requested time off work will be granted.

Amended 7/1/06

1/1/08

1/23/12

3/1/19

Explanation: Eliminated references to "police" and "fire" shifts. Revised policy for non-union public safety supervisors.

504: EDUCATIONAL ASSISTANCE

Policy:

It is the Policy of the City of Cedar Falls to provide educational assistance to its employees in accordance with the guidelines established below.

Comment:

(1) Funding limitations may preclude the City from offering any educational assistance. The City reserves the right to alter, modify or discontinue this program at any time.

(2) Employees, to be eligible for tuition reimbursement educational assistance, must

have regular full-time status and at least one year of service. Educational assistance related to the employee's present job and/or work related ~~on~~ licensure or certification may be provided to any employee even in the first year of employment if approved by employee's manager and director. Decisions on whether to grant educational assistance will be determined on an individual basis.

(3) Eligible employees ~~will~~may be reimbursed ~~or the City will directly pay only~~ for courses of study which the City determines are directly related to the employee's present job, are required to maintain work related licensure or certification, or which will enhance the employee's current work performance. These training and continuing education classes shall be approved by the employee's manager and director prior to attendance. In addition, the City is offering educational assistance that relates to the pursuit of a degree that may allow the employee ~~or~~ potential for advancement to a position within the City and to which the individual has a reasonable expectation of advancing. In addition, courses or programs to be eligible for reimbursement must be offered by accredited institutions of learning or individuals, groups or organizations generally recognized as competent, authoritative and professional in their course offerings.

(4) Employees who want tuition related educational assistance shall complete the Tuition Assistance Approval Form and must receive a positive recommendation from the employee's ~~managersupervisor~~ and then obtain approval from the City's educational assistance committee ~~Department of Finance & Business Operations~~ before enrollment. Supervisors must note the ~~obtain~~ funding for the assistance before making a positive recommendation.

(5) The City's educational assistance committee ~~Department of Finance & Business Operations~~ and supervisors normally are to consider the following factors in evaluating requests for educational assistance:

- (a) The nature and purpose of the course of study;
- (b) The benefits to be derived by the employee and the City;
- (c) The employee's level of responsibility and length of service;
- (d) The estimated cost;
- (e) Any potential lost time or productivity while the employee participates in the program; and
- (f) That adequate funding exists.

(6) In order to be reimbursed, the employee must successfully complete the course with a “C” or higher grade (or a “Passing” grade if a Pass/Fail class)~~passing grade~~, and if the course recognizes successful completion with an acknowledgement, certificate, license or diploma, the same must be attained by the employee. In any case the employee shall be required to provide proof of successful completion. The City may choose to make payment directly to the person or entity offering the course rather than reimburse the employee.

(7) Employees may be required to enter into an agreement with the City which may impose conditions on reimbursement different than or in addition to those contained in this policy, at the sole discretion of the City.

(8) Employees seeking reimbursement for tuition related educational expenses must first submit a Tuition Reimbursement form that has been approved by their manager and director ~~submit~~ to the Department of Finance & Business Operations, -a certified transcript of the grades and receipts for the expenses incurred. The City will then reimburse to the employee the applicable percentage of the cost of tuition, textbooks, registration, and laboratory and library fees. However, employees who take courses at the specific request or direction of management may be reimbursed for all costs in advance.

(9) Employees who are terminated during enrollment because of a reduction in force or job elimination will be reimbursed for the full amount of the costs incurred up to the date of termination. Employees who, prior to completing an approved course, voluntarily leave the City or are terminated for reasons other than those listed above will not be reimbursed for the expenses associated with the course.

(10) If, within 48 months of receiving any tuition reimbursement, an employee voluntarily terminates his/her employment, or if employment is terminated for any act or failure to act that is in contravention of law, City policies, or if in the judgment of the City the employee is deemed unsuitable or unfit for employment, then the employee shall repay~~reimburse~~ the City for the tuition reimbursement. The amount repaid~~reimbursed~~ to the City will be prorated by month based on~~the 48 months schedule~~. For example, if an employee leaves after 24 months after receiving the reimbursement, they employee will be required to repay~~reimburse~~ the City 50% of the tuition reimbursement~~total cost~~ (24/48months). The employee shall repay~~reimburse~~ the City through a payroll deduction and/or personal check. The City may pursue repayment~~reimbursement~~ after the employee’s employment is terminated. The maximum amount of tuition related educational assistance the employee may apply for in a given calendar year is \$5,250. This coincides with the maximum non-taxable amount of tuition reimbursement allowed

~~under Federal Code. Employees should refer to their state tax-withholding laws for taxability of educational assistance. Employees seeking reimbursement for educational expenses must agree in writing to repay the City in full if they leave the City voluntarily or are terminated within one year from the date of reimbursement.~~

(11) Employees are expected under normal circumstances to schedule class attendance and the completion of study assignments outside of their regular working hours. (For educational leaves of absence, see **704: Leaves of Absence**.) It is expected that educational activities will not interfere with the employee's work, and unsatisfactory job performance during enrollment may result in forfeiture of educational assistance and termination of employment.

(12) Records of all educational programs completed by each employee will be maintained by the Department of Finance & Business Operations.

Amended 6/1/15
3/1/19
10/7/19

505: SERVICE AWARDS

Policy:

It is the policy of the City of Cedar Falls to recognize extended service to the City by presenting service awards to eligible employees in accordance with the guidelines set forth below.

Comment:

Provisions not included in the interest of space.

~~(5) All full-time and part-time employees, excluding special purpose and seasonal employees, are eligible to receive a watch upon the completion of fifteen (15) years of service. If an employee waives eligibility for a watch upon completion of fifteen (15) years of service, the employee may elect to receive a watch on or before the employee's retirement or resignation from employment. Upon retirement or resignation after at least fifteen (15) years of service, employees are eligible to receive a watch.~~

(6) Police Department employees, upon retirement or resignation after at least fifteen (15) years of service, are eligible to receive free their badge mounted on a plaque.

(7) Tax consequences may occur with these service awards and are the sole responsibility of the employee.

Amended 11/12/12
6/1/15

Explanation: Allows employees to wait to receive their 15 year watch until resignation or retirement.

506: VACATIONS

Policy:

It is the Policy of the City of Cedar Falls to grant annual vacations with pay to full-time and part-time, non-union employees, excluding seasonal and special purpose employees, according to the guidelines below. The provisions of any applicable collective bargaining agreement shall apply in place of the guidelines below.

Comment:

(1) Definitions. For purposes of this Policy the following terms shall be given the meanings ascribed to them as follows:

(a)“accrue” means to accumulate but not yet earn. Vacation accrues based upon the ratio that the number of days since date of hire or the most recent anniversary date bears to the total number of days of vacation to be earned on the next anniversary date, calculated on a daily basis.

(b)“earn” means to have available for use all accumulated vacation time. Vacation time is earned on the first anniversary after the date of hire, and on each anniversary date thereafter as provided in the guidelines below.

(2) **Vacation Time Earned:** Unless otherwise specified by Union contract, all full-time employees and part-time, non-union employees (other than seasonal and special purpose employees) will be granted vacations with pay on the following basis:

Completion of one year of service	Two work weeks
Completion of six years service	Three work weeks
Completion of twelve years service	Four work weeks
Completion of eighteen years service	Five work weeks

The number of weeks of vacation and the availability of those weeks may vary from the schedule above if other arrangements are made as a condition of employment as approved by the Department Director (or City Administrator if a director position). For employees with any other arrangements made as a condition of employment, the schedule above shall be adjusted so that an additional work week of vacation shall be added to the vacation already granted at the completion of six years, twelve years and eighteen years of service, up to a maximum of five total weeks of vacation. If a new employee leaves City employment for any reason and prior to the employee's one-year anniversary date, any vacation time taken by the employee shall be paid back to the City in the form of a deduction from the employee's final paycheck. New employees who leave City employment prior to their one-year anniversary shall also not receive any accrued vacation benefits on their final paycheck.

Part-time, non-union employees' vacation benefits will be earned on a pro rata basis based upon the number of hours actually worked in the prior year computed as of their anniversary date. This calculation is as follows: actual hours worked/2080 hours per year. However, the maximum hours worked in the above calculation is 1508 even if the actual hours worked exceeds that amount.

Part-time, non-union employees whose status changes to full-time, non-union status shall be granted credit for all years of service in their part-time non-union positions for purposes of computing vacation time entitlement. Years of service as a part-time, union employee or special purpose/seasonal employee shall not be credited for purposes of computing vacation time entitlement.

(3) **Vacation Time Payment:** Vacation time earned will be figured on the basis of the employment year and shall include the total straight paid time the employee has worked for the City since the date of last employment anniversary. Unless otherwise specified in a Union contract, when an employee has completed the probationary period and has passed the employee's one year anniversary date, but employment with the City is terminated for any reason, said employee shall be compensated for earned but unused vacation time as well as accrued vacation time on the basis of the number of vacation days accrued Military duty will be

figured as working time for calculating vacation accrual. (See 707: *Military Leave*.) Employees may not use accrued, but unearned, vacation time prior to their anniversary date except when special circumstances warrant and as approved by the Division Manager and Department Director (or City Administrator if a director position). The City’s Risk Management committee may also approve the use of accrued, but unearned vacation time.

(4) Non-union public safety management employees:

~~(4)(5)~~

~~(5)(6) (a) Non-union public safety management shift employees assigned to a 6-3 shift shall accrue and earn vacation as follows: in the same manner as provided in the applicable collective bargaining agreement, police or fire, to union employees assigned to the same shift as the non-union public safety management shift employee. Vacation accrual and earning is calculated or recalculated at the time of shift assignment. For purposes of this policy the term “non-union public safety management shift employees” includes battalion chiefs, fire captains, police captains, police lieutenants, public safety supervisor captains and public safety supervisor lieutenants. As an example, if a public safety supervisor captain is assigned to a fire shift, then the public safety supervisor captain accrues and earns vacation the same as provided in the fire collective bargaining agreement to union fire shift employees assigned to the same shift. If the same public safety supervisor captain is reassigned to a police shift, then vacation is recalculated at the time of reassignment to reflect vacation accrued and earned by union police shift employees assigned to the same shift. Thus, in this example, if the fire collective bargaining agreement grants 6 tour days of vacation at the completion of 6 years of service then the public safety supervisor captain would be granted 6 tour days of vacation upon the completion of 6 years of service to be used during the employment year while assigned to the fire shift. Upon reassignment to a police shift, assuming the police collective bargaining agreement grants 3 work weeks of vacation at the completion of 6 years of service, then the public safety supervisor captain would be granted 3 work weeks of vacation, or a pro-rated share thereof depending upon the date of reassignment, less the number of tour days of vacation taken while assigned to the fire shift, during the same employment year. Use of vacation shall be converted to hours regardless of the police or fire shift to which the non-union public safety management shift employees are assigned.~~

Completion of one year of service	2 work weeks (99 hours)
Completion of six years of service	3 work weeks (148.5 hours)
Completion of twelve years of service	4 work weeks (198 hours)
Completion of eighteen years of service	5 work weeks (247.5 hours)

~~The only exception to this policy is that for non-union public safety management shift employees assigned to a police shift, four work weeks of vacation shall be granted after twelve years of service, and not after eleven years of service as provided in the police collective bargaining agreement.~~

(b) Non-union public safety management shift employees assigned to a 24 hour shift shall accrue and earn vacation as follows:

<u>Completion of one year of service</u>	<u>6 tour days (144 hours)</u>
<u>Completion of seven years of service</u>	<u>9 tour days (216 hours)</u>
<u>Completion of twelve years of service</u>	<u>12 tour days (288 hours)</u>
<u>Completion of twenty years of service</u>	<u>15 tour days (360 hours)</u>

(c) If a non-union public safety management shift employee is reassigned to a different shift, entitlement to vacation is recalculated at the time of shift reassignment. Such employee’s entitlement to vacation for the remainder of the year after reassignment is based upon the ratio that the hours of vacation remaining prior to reassignment bear to the total number of vacation hours available prior to reassignment. That ratio is applied to the total number of vacation hours available for the entire year in the new assignment. For example, a non-union public safety management shift employee assigned to a 6-3 shift who is in his or her 4th year of service and who has used 20 hours of vacation and is reassigned to a 24 hour shift is entitled to 108.9 additional hours of vacation for the remainder of the year ($99 - 24 = 75/99 = .756 \times 144 = 108.9$ hours after rounding). For purposes of this policy in the event of reassignment, entitlement to vacation shall not be reduced, even if years of completion of service would suggest fewer weeks in the employee’s current shift.

(5) Vacation Requests: Employees will request vacation periods giving a first and second choice. Division Managers or Department Directors will respect wishes of the employees insofar as needs of the City and service will permit. Division seniority shall govern in the choice of vacation periods, provided such choice has been exercised between January 1st and March 30th annually. Vacations shall be limited to one-week increments unless otherwise approved by the Department Director.

(6) Vacation Accumulation: Vacation time shall not accumulate from year to year and annual leave must be used by the end of the employment year following the anniversary date on which it was earned, unless the application for vacation has been refused or the extension is approved as provided in Comment (7).

(7) Vacation Carryover Guidelines: Any carryover of vacation shall be administered as follows:

- (a) City Administrator, Directors, Managers, Police Captains, and Fire Battalion Chiefs: City Administrator, Department Directors, Division

Managers, Public Safety Supervisor Captains, Police Captains, and Fire Battalion Chiefs may carryover one full year of earned vacation, for one year past the employee's anniversary date. If the vacation is unused following the end of the one-year period, the vacation will be voided.

- (b) All Other Employees: An employee may carryover up to five (5) work days or one workweek (49.5 hours if a 6-3 shift; 72 hours if a 24 hour shift) of vacation past the employee's anniversary date. If vacation is unused following the end of the three-month carry-over period, the vacation will be voided. Under unusual circumstances, such as certain serious medical conditions, and with the prior approval of the City's Risk Management Committee, extensions beyond those set forth in this subsection (b) may be allowed.

(8) Maximum Paid Vacation Periods. The maximum paid vacation leave an employee can take at any time cannot exceed five (5) times the number of workdays in the employee's workweek.

(9) Minimum Vacation Requirements. Vacations for periods of less than one-half (1/2) hour or as established by department policy, shall not be granted.

(10) Approval of Vacation. Requests for vacation days shall be submitted in writing to the Department Director or Division Manager and approved at least twenty-four (24) hours prior to the beginning of the vacation unless mutual agreement has been reached between the employee and the Department Director.

Amended 1/1/05
7/1/06
1/1/08
11/25/13
6/1/15
7/18/16
3/1/19

Explanation: Specified non-union public safety supervisor vacation and addressed transfer of shifts.

704: LEAVES OF ABSENCE

Policy:

It is the policy of the City of Cedar Falls to grant employees extended leaves of absence under certain circumstances. Except as stated below, employees will not receive compensation during a leave of absence.

Provisions not included in the interest of space.

FMLA and other leaves of absence~~Workers' Compensation and Police/Fire Disability:~~

Employees who are on any approved leave of absence, whether work related or not, who also qualify for FMLA leave~~workers' compensation leave or police/fire disability leave~~ shall be required to use FMLA leave concurrently with such other leave of absence.

Provisions not included in the interest of space.

(2) **Other Leaves of Absences:** Employees generally are eligible for leaves of absence if they have completed at least twelve months of service, or as specified by law. The granting and duration of each leave of absence and the compensation received by the employee, if any, during the leave of absence will be determined by the City in conjunction with applicable federal and state law and in accordance with the City's best interest. The following types of leaves will be considered:

- (a) Pregnancy not covered under FMLA: Pregnant employees who are not eligible for FMLA leave shall be granted a leave of absence for the period that the employee is disabled because of the pregnancy, childbirth or other related medical conditions, or for eight weeks as provided by Iowa law, whichever is less.
- (b) Other sick leave not covered under FMLA: See Policy 706: Sick Leave
- (c) Personal Leave of Absence: Employees may be granted a leave of absence to attend to personal matters in cases in which the City determines that an extended period of

time away from the job will be in the best interests of the employee and the City.

- (d) Military Leave of Absence: A military leave of absence will be granted if an employee is absent in order to serve in the uniformed services of the United States for a period of up to five years (not including certain involuntary extensions of service). Employees who perform and return from service in the Armed Forces, the Military Reserves, the National Guard, or certain Public Health Service positions will retain certain legislated rights with respect to reinstatement, seniority, layoffs, compensation, and length of service pay increases as required by applicable federal or state law. Employees will be protected against a loss of income as a result of participation in annual encampment or training duty in the U.S. Military Reserves or the National Guard. In these circumstances, the City will continue to pay an employee their normal straight-time pay on the job, as required and set forth in state law. (See **707: Military Leave**)
- (e) Educational Leave of Absence: Employees who want to continue their education in preparation for added responsibilities with the City may be granted an educational leave of absence, if in accordance with the City's best interest and at the discretion of management.
- (f) Public Office Leave of Absence: Employees who are candidates for municipal, county, state, or federal office shall be granted leave upon request for the period from 30 days or less prior to a contested primary, special or general election, until the day after the election. Employees who are elected or appointed to public office shall be granted leave for such public office upon request. Public office leaves of absence shall be without pay.
- (g) Bereavement Leave: Full-time and permanent part-time employees may be allowed up to five (5) working days absence with pay in case of the death of a member of the employee's immediate family. For the purpose of this policy "immediate family" includes the employee's spouse, brother, sister, father, mother, children, step parent, step children, step brother, step sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, and any person residing in the employee's household.

In the event of the death of a brother-in-law, sister-in-law, grandparent or grandchild of the employee or the employee's spouse, the employee is allowed up to three (3) working days absence with pay.

Bereavement leave absences are intended to include all travel. However, in circumstances involving unusually long traveling distances, department directors may

extend bereavement absences up to three (3) additional days with pay.

To qualify for bereavement leave pay, an employee must be employed with the City for six (6) months preceding the first day of bereavement leave, and be eligible to receive regular earnings immediately preceding and following the bereavement period.

A Division Manager may approve bereavement leave for employees with less than six months of tenure.

Bereavement leave shall not be taken in less than one day increments.

Non-union public safety management shift employees shall be allowed bereavement leave as set forth in this policy regardless of the shift to which they are assigned. For purposes of this policy for such employees, the term “working days” means one calendar day regardless of the number of hours scheduled. Transfer of such employees while on bereavement leave shall not affect entitlement to such leave. ~~in the same number as provided in the applicable collective bargaining agreement, police or fire, to union employees assigned to the same shift as the non-union public safety management shift employees. Allowance for bereavement leave is calculated at the time of shift assignment.~~ For purposes of this policy the term “non-union public safety management shift employees” includes battalion chiefs, fire captains, police captains, police lieutenants, public safety supervisor captains and public safety supervisor lieutenants. ~~As an example, if a public safety supervisor captain is assigned to a fire shift, then the public safety supervisor captain is allowed the same bereavement leave as provided in the fire collective bargaining agreement to union fire shift employees assigned to the same shift. If the same public safety supervisor captain is reassigned to a police shift, then bereavement leave is recalculated at the time of reassignment to reflect the bereavement leave granted in the police collective bargaining agreement to union police shift employees assigned to the same shift. Thus in this example, if the fire collective bargaining agreement allows 5 calendar days of bereavement leave for the death of a spouse, then the public safety supervisor captain would be allowed 5 calendar days of bereavement leave for the death of a spouse while assigned to the fire shift. Upon reassignment to a police shift, assuming the police collective bargaining agreement allows for one work week of bereavement leave for the death of a spouse, then the public safety supervisor captain would be granted one work week of bereavement leave for the death of the employee’s spouse, less the number of calendar days of bereavement leave taken while assigned to the fire shift. Use of bereavement leave shall be converted to hours regardless of the police or fire shift to which the non-union public safety management shift employees~~

~~are assigned.~~

- (h) Workers' Compensation: Employees who are injured in the course of their employment with the City shall receive benefits and leave in accordance with Iowa Code Chapter 85 or as allowed under Risk Management Policy 2012-009.
 - (i) Police/Fire Disability Leave: Eligible public safety department personnel may be granted leave for duty related conditions in accordance with Iowa Code Chapter 411.
- (3) Requests for a leave of absence or any extension of a leave should be submitted in writing to the employee's Department Director thirty days prior to commencement of the leave period, or as soon as is practicable. The final decision concerning the request will be made by the Department Director, after consultation with the Finance & Business Operations Department. All employees on approved leave are expected to report any change of status in their need for a leave or their intention to return to work to their Department Director.
- (4) Employees who are on an approved leave of absence may not perform work for any other employer during that leave, except when the leave is for military, public service, or otherwise as permitted by law.
- (5) Use of paid benefit time and other benefits while on leave:
- a. Every employee on a sick leave or family care leave of absence will be required to use all floating holidays, vacation, compensatory time, sick leave/casual days, and sick days while on leave. Earned benefit time shall be used until exhausted. ~~prior to the use of~~ Use of accrued, but unearned vacation may then be used when special circumstances warrant and as approved. (See 506: Vacations) If all benefit time has been exhausted, the employee may be subject to termination of employment.
 - i. Emergency response exception: Employees who require a medical absence for an injury arising out of service as a volunteer fire fighter or emergency medical responder during a period of an emergency response may choose to take the medical leave as unpaid up to a maximum of twelve (12) weeks; and shall not be required to use accrued paid leave (sick, vacation or comp time) for medical absence as a result of the injury. After twelve (12) weeks of unpaid leave the employee shall be required to take paid benefit time as defined in this section. The employee shall still be required to follow all other policies and rules of the City related to medical leave and FMLA.

- b. Employees who are covered by the City's disability or workers' compensation insurance, and are therefore already receiving compensation, may not use any other paid leave.
- c. Every employee on a personal or educational leave of absence will be required to use all compensatory time, floating holidays and vacation days while on leave. Earned benefit time shall be used until exhausted prior to the use of accrued, but unearned vacation.
- d. Employees who are candidates for public office must use earned paid benefit time during the public service leave of absence. Employees who are elected or appointed to a position entitling them to a public service leave of absence may, if they choose, use earned paid benefit time during the leave. If earned paid benefit time is exhausted during a public office leave of absence, or if eligible employees choose not to use paid benefit time, the leave or remainder of the leave shall be without pay.
- e. The City will provide health insurance and other benefits to employees on leave as required by law. No paid benefit time shall accrue during periods of unpaid leave and approved paid leave, unless otherwise specified by union contract.
- f. Holiday pay (named and floating holidays) will be included for purposes of calculating FMLA leave time, unless prohibited by law.
- g. Policies related to required use and carry over of paid benefit time shall apply when employees are on leaves of absence.

g.h. Availability of paid benefit time is no guarantee of continued employment.

Provisions not included in the interest of space.

Amended 1/1/05
 7/1/06
 1/1/09
 4/09
 1/23/12
 2/13/12
 11/12/12
 11/25/13
 6/1/15

3/1/19

Explanation: Bereavement leave simplified for non-union public safety supervisors. The differences between shifts and in comparison to 5-2 or non-shift, is not worth trying to differentiate in the opinion of HR. Also a reference is made to the Vacation policy to allow for use of accrued but unearned vacation.

706: SICK LEAVE

Policy:

It is the policy of the City of Cedar Falls to grant its full-time employees and part-time non-union employees (excluding seasonal and special purpose) paid sick leave during times of incapacitation for work in accordance with the procedures below.

Comment:

Provisions not included in the interest of space.

- (4) Non-FMLA Extended Family and Medical Leave. An employee who is sick or injured and unable to work, or who has an immediate family member who is sick or injured and requires the care of the employee, or in the event of the birth of a child or placement with the employee of a child for adoption or foster care, which will result in absence from work for two consecutive weeks or more, may be granted a leave of absence if the employee does not qualify for FMLA leave, if work conditions and other circumstances permit. If the need for leave is foreseeable, the employee is required to provide at least thirty (30) days advance notice to the employee's supervisor of the need for leave. When such long term non-FMLA sick leave is unforeseeable, the employee must provide notice as soon as practicable and generally must comply with the City's normal call-in procedures until extended leave is granted. Approval for such leave must be granted by management and by the City's Risk Management Committee. An immediate family member for purposes of this policy means spouse, child or parent of the employee. Except for the birth of a child or placement with the employee of a child for adoption or foster care, a An employee on extended family or medical leave shall provide as soon as practicable a certification from a health care provider stating that the condition prevents the employee from performing the essential functions of the employee's job, or if applicable, supporting the need for leave to care for the immediate family member. The length of any such leave will be governed by individual circumstances, but in no event shall such extended leave exceed twelve weeks in any twelve month period.

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At least 72 hours' notice is required in advance of the employee's return to work date, unless this requirement is waived by the employee's supervisor and by the Financial Services Division.

Provisions not included in the interest of space.

(6) Use of Paid Benefits After Sick Leave is Exhausted. If any earned paid benefit time remains after sick leave benefits have been exhausted, such earned paid benefit time shall then be used until exhausted. Accrued but unearned vacation may then be used when special circumstances warrant and as approved (See 506: Vacations), then accrued vacation benefits may be used until exhausted.

(7) Substantiation of Sick Leave. At the discretion of the department head, sick leave covering a period in excess of two (2) working days must be substantiated by a written statement from a member of the medical profession, stating the nature of the sickness or injury, and that the employee is again physically able to perform their duties. (See **701: Attendance and Punctuality** and **205: Medical Procedures** Policies.)

(8) Injury On-The-Job and Return to Work. Any employee who is injured on the job will not be allowed to return to work until the Legal Services Division is presented with a written statement from a member of the medical profession stating that the employee is able to perform the essential functions of the job as the same may be temporarily modified. All accidents and injuries must be reported to the employee's supervisor immediately.

(9) Other Injuries/Illnesses and Return to Work. Employees who have had a non-occupational illness or injury will not be allowed to return to work unless the Legal Services Division is presented with a written statement from a member of the medical profession stating that the employee is able to perform the essential functions of the job as the same may be temporarily modified, depending upon the needs of the position and the nature and extent of any activity restrictions. Any temporary assignments under this policy must have the prior approval of the City's Risk Management Committee. Employees may be required to complete a fitness for duty exam by the City's health care provider before returning to work in any capacity. (See also **704: Leaves of Absence**).

(10) Abuse of Sick Leave. Employees who abuse sick leave shall be subject to discipline, up to and including termination.

(11) Sick Leave Accumulation and Accrual. (See **309: Severance Pay**.) No lump sum payment may be made for unused sick leave, except as provided in **309: Severance Pay**, to qualifying employees.

(12) Non-Union Public Safety Personnel. Non-union public safety management shift employees assigned to a 6-3 shift shall accrue and earn sick leave as follows: 8.25 hours for each month of employment on the shift. Non-union public safety management shift employees assigned to a 24 hour shift shall accrue and earn sick leave as follows: 24 hours for each month of employment on the shift. Non-union public safety shift management employees assigned to non-shift shall accrue and earn sick leave as follows: 8 hours for each month of employment on the non-shift.~~in the same manner as provided in the applicable collective bargaining agreement, police or fire, to union employees assigned to the same shift as the non-union public safety management shift employees.~~ Sick leave accrual and earning is calculated or recalculated at the time of shift assignment and only completed months of employment are included in such calculation or recalculation. For purposes of this policy the term “non-union public safety management shift employees” includes battalion chiefs, fire captains, police captains, police lieutenants, public safety supervisor captains and public safety supervisor lieutenants. Use of sick leave shall be converted to hours regardless of the police or fire shift to which the non-union public safety management shift employees are assigned. Use of sick leave shall be as provided in this policy.

Amended 3/22/04

1/1/05

7/1/06

6/1/15

3/1/19

Explanation: Conformed use of accrued but unearned vacation to leave policy and referred to Policy 506. Revised sick leave policy for non-union public safety shift supervisors. No need to recite beginning of employment accruals because these are promotional positions. Also clarified use of non-FMLA leave for the birth, adoption or foster placement of a child.

805: MOBILE DEVICE ALLOWANCES

Policy:

It is the policy of the City of Cedar Falls to provide for the use of cellular telephones and other mobile devices by certain employees and elected officials.

Comment:

Provisions not included in the interest of space.

(1) Monthly Allowance:

- (a) The mobile device used will be the personal property of the employee or official and therefore the employee or official will be responsible for the capital cost of the device and the decision whether to carry insurance on the device at the employee or official's own expense. The employee or official, at his or her own expense, may add extra services or equipment features as desired.
- (b) The monthly allowance shall be in the amount set forth in the Accounting Policies & Procedures and Purchasing Manual.~~\$35. This amount includes a \$5 monthly equipment allowance as described below.~~ These employees and officials must be on call 24 hours, 7 days a week unless on authorized leave or vacation. If an employee or official who is provided a mobile device allowance chooses to turn the device off during off-duty hours or chooses to not answer the device, he or she may lose the allowance and discipline may occur.
- (c) Additional specified employees that have been designated by their Department Director, that are required to carry a mobile device due to the fact that they are heavy daily users, will also receive an allowance. This allowance shall be in the amount set forth in the Accounting Policies & Procedures and Purchasing Manual~~may range from \$10 to \$35 per month, depending on the employee's job requirements. This amount includes the \$5 monthly equipment allowance as described below.~~ These employees will be required to have the device on at all times for City business while at work and if on call, 24 hours, 7 days a week. If they do not have the device on or choose to not answer the device, they may lose their allowance and discipline may occur.

- (d) The allowance amount shall not exceed the actual cost the employee or official is paying for the employee's or official's cellular service. ~~If the cost is not over \$30, the employee or official will only be reimbursed up to the actual amount paid.~~
- (e) The equipment allowance for each employee or official shall be in the amount set forth in the Accounting Policies & Procedures and Purchasing Manual ~~will be \$5 per month.~~ This equipment allowance can be used by the employee or official for the cost of the phone or the cost of accessories (chargers, belts, clips, etc.).
- (f) Employees and officials receiving the allowance will be allowed to make and receive personal calls on the mobile device since it is the employee's or official's personal property. However, these personal calls shall not interfere with work, as already provided by city policy.
- (g) A cellular telephone authorization form shall be completed by the employee and reviewed and signed by the Division Manager (if applicable) and Department Director. The completed form shall then be forwarded to the Controller/City Treasurer.
- (h) The allowance shall continue until the Controller/City Treasurer is notified in writing by the Department Director to discontinue the allowance or until the time that the employee's employment with the City is terminated.
- (i) The employees and officials receiving the monthly allowance must notify his or her own supervisor and the Controller/City Treasurer each time the mobile device number or mobile device provider is changed.
- (j) Initially, the employee or official will be required to submit documentation verifying the mobile device number and the cost of the plan to ensure that the allowance does not exceed the cost of the plan amount. If an employee or official changes the device number, he or she shall be required to notify Financial Services immediately and provide the appropriate documentation.
- (k) ~~The \$35 allowance has been determined to cover the cost of a basic plan.~~ On a periodic basis, the Financial Services Division will review the allowance amount to ensure that it is a reasonable. The allowance will be added to the second payroll of each month.

Provisions not included in the interest of space.

Adopted: 6/1/15
Amended: 7/18/16
3/1/19

Explanation: Removed specific amounts and instead referred to the Purchasing manual in order to allow flexibility in payments.

901: PERSONNEL RECORDS

Policy:

Provisions not included in the interest of space.

- (8) For purposes of health insurance, employees must notify the Financial Services Division in writing within 30 days of any changes in at least the following:
- (a) birth, adoption or placement for adoption of a child
 - (b) divorce, legal separation, or annulment
 - (c) employee's dependent child loses eligibility for health insurance coverage
 - (d) employee loses eligibility for coverage under Medicaid or the CHIP program (hawk-I plan)
 - (e) employee becomes eligible for premium assistance under Medicaid or CHIP

Explanation: Added notification requirements for purposes of health insurance.

903: GRIEVANCE PROCEDURE

Policy:

It is the policy of the City of Cedar Falls that employees should have an opportunity to present their work-related complaints and to appeal management decisions through a dispute resolution or grievance procedure. The City will attempt to resolve promptly all grievances that are appropriate for handling under this policy.

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Comment:

(1) An appropriate grievance is defined as an employee's expressed dissatisfaction concerning any interpretation or application of a work-related policy by management, supervisors, or other employees. Examples of matters that may be considered appropriate grievances under this policy include:

- (a) A belief that City policies, practices, rules, regulations, or procedures have been applied in a manner arbitrarily detrimental to an employee;
- (b) Treatment considered unfair by an employee, such a coercion, reprisal, harassment, or intimidation;
- (c) Alleged discrimination because of race, color, sex, age, religion, national origin, military status, or disability; and
- (d) Improper or unfair administration of employee benefits or conditions of employment such as scheduling, vacations, fringe benefits, promotions, holidays, job classification, pay band assignment, or seniority.

Provisions not included in the interest of space.

(3) Employees should notify the City, in a timely fashion, of any grievance considered appropriate for handling under this policy. The grievance procedure is the exclusive remedy for employees with appropriate grievances. However, if an employee files a claim with the civil service commission based upon the same facts and circumstances, any grievance brought under this policy shall be immediately dismissed with no further action taken by the City.

Provisions not included in the interest of space.

- (c) **Step Three** – Within five working days of receipt of the Department Director's response, the employee may appeal the decision to the Grievance Panel. The Grievance Panel shall consist of the Mayor, the City Administrator, and all Department Directors, or the Department Director's designated alternate, with the exception of the Department Director involved in the grievance. The Grievance Panel ~~shall~~will hold a hearing within 10 business days of receipt of the appeal, unless the time period is extended by the Grievance Panel for good cause~~on a date at the earliest convenience of all~~

~~parties~~. The Grievance Panel will take the necessary steps to review and investigate the grievance and will issue a written, final and binding decision based upon the majority vote of those Panel members who heard the appeal. If the grievance is filed by the City Administrator, it shall move directly to Step 4.

- (c) **Step Four** – Within five working days of receipt of the Grievance Panel’s response, the employee may appeal the decision to the Administration Committee of the City Council. The Administration Committee ~~shall~~will hold a hearing within fifteen business days of receipt of the appeal, unless the time period is extended by the Administration Committee Chair for good cause on a date at the earliest convenience of all parties. The Administration Committee will take the necessary steps to review and investigate the grievance and will issue a written, final, and binding decision.

Provisions not included in the interest of space.

- (f) **Closed Session:** The grievance hearings ~~in Step Three and~~ Step Four may be closed pursuant to Iowa Code § 21.5(1)(i). The closed session will only be held upon an affirmative public vote of either two-thirds of the members of the body or all the members present at a meeting. A closed session may be held only to the extent it is necessary to evaluate the professional competency of an individual whose appointment, hiring, performance or discharge is being considered when necessary to prevent needless and irreparable injury to that individual’s reputation and that individual requests a closed session.

Provisions not included in the interest of space.

Amended 7/1/06

6/1/15

3/1/19

Explanation: Step Three of the grievance process does not involve a meeting subject to

Chapter 21 of the Iowa Code, and in fact the meeting should remain confidential under the City's Personnel Policies, so the reference to Step Three was eliminated. Also clarified what happens if a civil service claim is made.

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

203: DRUG FREE WORKPLACE

Policy:

It is the policy of the City of Cedar Falls to maintain a workplace that is free from the effects of drug and alcohol abuse. Employees are expected to report to work in a mental and physical condition capable of performing their duties.

Within the framework of State and Federal law, it is the policy of the City of Cedar Falls to conduct drug and alcohol testing of all applicants for full-time positions. The City may, at its own discretion, require testing of selected full-time, temporary and part-time positions. The City recognizes that drug and alcohol abuse can pose a serious threat to employees, and others, and establishes this policy to help maintain a safe, healthy, injury-free work environment.

Comments:

1. PURPOSE

- a. The purpose of this policy is to institute and maintain a program for achieving the objective of a drug-free work force and to provide a workplace that is free from the illegal manufacture, distribution, dispensation, possession, sale, and use of illegal drugs (with the exception of legitimate police activities such as properly maintaining evidence on City premises).

The City of Cedar Falls values its employees and recognizes their need for a safe and healthy work environment. Establishment of a drug-free policy is consistent with the City's desired culture and is in the best interest of the City of Cedar Falls. The use of illegal drugs and controlled substance abuse, on or off duty, is inconsistent with the law-abiding behavior expected of all citizens. In addition, illegal drug use and controlled substance abuse inflicts a terrible toll on the Nation's productive resources and the health and well being of workers. Employees who use illegal drugs or are engaged with controlled substances on or off duty tend to be less safe, less productive, less reliable, and are prone to greater absenteeism, resulting in the potential for increased cost, delay, and risk in the City's business. Employees of the City of Cedar Falls have the right to work in a drug-free environment. For these reasons, the City of Cedar Falls will not tolerate illegal drug use, sale, or possession, or controlled substance abuse by its employees.

- b. The City of Cedar Falls is committed to maintaining a safe workplace free from the influence of illegal drugs and controlled substance abuse. In addition, the City will comply with the requirements of the Drug Free Workplace Act of 1988, the drug-free work force rules promulgated by the U.S. Department of Defense, U.S. Department of Transportation, and all other Federal agencies as well as all other Federal, State, and local laws and regulations.
- c. In the event that Federal, State, local and/or applicable regulations are amended, this Policy shall be deemed to have been amended automatically at that time, without the

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need for redrafting, in order to reflect and be consistent with Federal, State, local and/or applicable regulations. In such case, the City of Cedar Falls reserves the right to apply the amended requirements immediately, and without giving prior notice to individuals covered by this policy, unless such notice is required by Federal, State, local and/or applicable regulations.

- d. The Department of Transportation (DOT)/Federal Motor Carrier Safety Administration (FMCSA) drug and alcohol testing requirements were established to help prevent accidents and injuries resulting from the misuse of alcohol or use of controlled substances by drivers of commercial motor vehicles.

The City of Cedar Falls recognizes that the use and abuse of drugs and alcohol pose a very serious threat to the health, safety, and well being of the organization and our community. Substance abuse jeopardizes the safety of our roadways and workplaces causing serious accidents and casualties. The DOT/FMCSA has issued regulations that govern the use of drugs and alcohol by commercial motor vehicle drivers, and which also require the City to conduct mandatory drug and alcohol testing of driver/driver applicant at the times and under the conditions described in this Policy.

It is the City's intention to comply fully with the DOT/FMCSA's regulations as set forth in Title 49, Code of Federal Regulations, Parts 382 and 40 governing drug and alcohol use and testing. The requirements of DOT/FMCSA's regulations have been incorporated into this Policy.

- e. No part of this Policy or any of the procedures hereunder, is however, intended to limit the City's right to manage its workplace or discipline its employees. Nor is it a guarantee of employment, continued employment, or of terms or conditions of employment.

2. SCOPE

- a. This policy applies consistently to all groups of employees unless specified otherwise. Some groups of employees (such as DOT drivers and DOT driver-applicants) are subject to additional requirements or are exempted from other requirements as regulated by Federal, State, local and/or applicable laws.
- b. DOT/FMCSA Programs
 - (1) Employees who hold a Commercial Drivers License (CDL) and who operate a commercial motor vehicle (CMV), or prospective drivers referred to as DOT driver-applicants, are subject to DOT drug and alcohol testing regulations. Participation in the City's controlled substances and alcohol testing program is a requirement of each DOT driver, and therefore is a condition of employment. DOT drivers must be in compliance with all DOT drug and alcohol testing regulations while performing DOT safety-sensitive functions.

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- (2) Periods of the workday when compliance is required under DOT drug and alcohol testing regulations include, but are not limited to, whenever a DOT driver is on duty, whenever a DOT driver is performing, or just about to perform a safety-sensitive function; and whenever a driver is otherwise engaged in City business. City business includes, but is not limited to:
- (a) Work performed on or in City property including a City vehicle;
 - (b) Work performed on or in a non-City vehicle being used for conducting City business; and
 - (c) Meal and break times; or
 - (d) At times otherwise specified in this Policy.

3. DEFINITIONS

- a. **“Abuse” of alcohol, a legal, or an illegal drug**: Any use of alcohol, substances, a legal, or an illegal drug, which impairs an individual’s faculties (other than use of a legal drug for appropriate purposes in accordance with applicable medical directions).
- b. **“Alcohol”**: Ethanol, isopropanol, or methanol.
- c. **“Commercial Motor Vehicle”**: means a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle:
 - (1) Has a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds or;
 - (2) Has a gross vehicle weight rating of 26,001 or more pounds; or
 - (3) Is designed to transport 16 or more passengers including the driver; or
 - (4) Is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act and which require the motor vehicle to be placarded under the Hazardous Materials Regulations (49 CFR §72, subpart F).
- d. **“DOT Driver”**: means any person who operates a commercial motor vehicle and any person who is required to possess and maintain a CDL for their job classification. This includes, but is not limited to: full time, regularly employed drivers; casual; intermittent or occasional drivers; leased drivers and independent; owner-operator contractors who are either directly employed by or under lease to the City of Cedar Falls or who operate a commercial motor vehicle at the direction of or with the consent of the City of Cedar Falls.

- e. **“Drug”**: Any drug or substance defined as a controlled substance and included in schedule I, II, III, IV, or V under the Federal Controlled Substances Act, 21 U.S.C. 801 et seq. Also, an over-the-counter medication that is being abused.
- f. **“Employee”**: means a person in the service of the City of Cedar Falls.
- g. **“Good Faith”**: means reasonable reliance on facts, or that which is held out to be factual, without the intent to be deceived, and without reckless, malicious, or negligent disregard for the truth.
- h. **“Legal Drug”**: A drug for which the employee has a valid prescription, or over-the-counter drug.
- i. **“Licensed Medical Practitioner”**: means a person who is licensed, certified, and/or registered, in accordance with applicable Federal, State, local, or foreign laws and regulations, to prescribe controlled substances and other drugs.
- j. **“Medical Review Officer”**: means a licensed physician, osteopathic physician, chiropractor, nurse practitioner, or physician assistant authorized to practice in any state of the United States, who is responsible for receiving laboratory results generated by an employer’s drug or alcohol testing program, and who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual’s confirmed positive test result together with the individual’s medical history and any other relevant biomedical information.
- k. **“Prospective Employee/Applicant”**: A person who has made application, whether written or oral, to the City of Cedar Falls to become an employee; or a current employee transferring to a DOT position from a Non-DOT position.
- l. **“Reasonable Suspicion Drug or Alcohol Testing”**: means drug or alcohol testing based upon evidence that an employee is using or has used alcohol or other drugs in violation of the employer’s written policy drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. For purposes of this paragraph, facts and inferences may be based upon, but not limited to, any of the following:
 - (1) Observable phenomena while at work such as direct observation of alcohol or drug use or abuse of the physical symptoms or manifestations of being impaired due to alcohol or other drug use.
 - (2) Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
 - (3) A report of alcohol or other drug use provided by a reliable and credible source.

- (4) Evidence that an individual has tampered with any drug or alcohol test during the individual's employment with the current employer.
 - (5) Evidence that an employee has caused an accident while at work which resulted in an injury to a person for which injury, if suffered by an employee, a record or report could be required under Chapter 88, or resulted in damage to property, including to equipment, in an amount reasonably estimated at the time of the accident to exceed one thousand dollars.
 - (6) Evidence that an employee has manufactured, sold, distributed, solicited, possessed, used, or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery, or equipment.
- m. **"Safety-Sensitive Position"**: means a job wherein an accident could cause loss of human life, serious bodily injury, or significant property or environmental damage, including a job with duties that include immediate supervision of a person in a job that meets the requirements of this paragraph.
- n. **"Safety-Sensitive Function"**: means all the time from the time a DOT driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. DOT safety sensitive functions shall include:
- (1) All time at an employer location, terminal, facility, or other property, or on any other public property, waiting to be dispatched, unless the driver has been relieved from duty by the employer;
 - (2) All time inspecting equipment as required by 49 CFR §392.7 and §392.8 or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time;
 - (3) All time spent at the driving controls of a commercial motor vehicle in operation;
 - (4) All time, other than driving time, in or upon any commercial motor vehicle except time spent resting in a sleeper berth (a berth conforming to the requirements of 49 CFR §393.76);
 - (5) All time loading or unloading a vehicle, supervising or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; and
 - (6) All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

- o. **“Refuse to Submit”**: means that after an individual has been notified to provide a specimen for drug and/or alcohol testing, the individual does, but is not limited to the following:
- (1) Fails to provide a sufficient test specimen of breath, saliva or urine without a valid medical explanation;
 - (2) Tampers with or attempts to adulterate the specimen;
 - (3) Interferes with the collection procedure;
 - (4) Does not immediately report to the collection site;
 - (5) Does not remain readily available for testing in post-accident testing situations; and/or
 - (6) Refuses to complete and sign a chain of custody form during the specimen collection process.
 - (7) Fails to remain at the testing site until the testing process is complete.
 - (8) Fails to permit a directly observed or monitored collection if required.
- p. **“Sample”**: A sample from the human body capable of revealing metabolites, such as urine or saliva. “Sample” does **not** include blood, except in situations where a blood test was made on an employee involved in a workplace accident if the test was administered by or at the discretion of a person providing treatment to the employee and the test was not made at the request of or by the suggestion of the employer.
- q. **“Unannounced Drug or Alcohol Testing”**: means testing for the purposes of detecting drugs or alcohol which is conducted on a periodic basis, without advance notice of the test to employee, other than employees whose duties include responsibility for administration of the employer’s drug or alcohol testing program, subject to testing prior to the day of testing, and without individualized suspicion. The selection of employees to be tested from the pool of employees subject to testing shall be done based on a neutral and objective selection process and shall be made by a computer-based random number generator that is matched with employees’ social security numbers, payroll identification numbers, or other comparable identifying numbers in which each member of the employee population subject to testing has an equal chance of selection for initial testing, regardless of whether the employee has been selected or tested previously. The random selection process shall be conducted through a computer program that records each selection attempt by date, time, and employee number.

4. WORK RULES

a. Use of a Legal Drug

- (1) **Prescription Drugs.** An employee may bring to work and take a prescription drug during work hours only if the drug has been prescribed for the employee by a physician or other authorized prescriber (such as a dentist) and only if the drug is taken in accordance with the prescriber's directions. All prescription drugs must be kept in the container in which they were received from the pharmacy or other dispenser. Use of a legal drug, in which the prescription is not in the name of the user (prescribed for another individual), is considered "abuse" of a legal drug.
- (2) **Over-the-Counter Drugs.** An employee may bring to work and take an over-the-counter drug during work hours only if the drug is used for its intended purposes and in accordance with package directions and any supplemental directions of the employee's physician.
- (3) **Notification.** An employee must notify their supervisor whenever he or she is using a prescription or over-the-counter drug, which potentially may affect safety or work performance. In making this determination, the employee should rely on the warnings or cautions that are received with the particular lawful drug. The City of Cedar Falls does not seek information on all drugs that an individual may be taking, but only those where there is an indication that the drug may affect performance, or there is a caution that one should not engage in certain activities which are part of the employee's job duties while taking the drug. The City of Cedar Falls reserves the right to take appropriate action including relieving an employee from work if the use of the drug is impairing or is deemed likely to impair the employee's faculties or work performance.
- (4) **Abuse.** Abuse of legal drugs or illegal drug use will not be tolerated.

b. Impairment during Work Hours

- (1) An employee whose faculties appear to be impaired during work hours will not be allowed to work, regardless of the cause.

An employee whose faculties are impaired during work hours due to the effects of the use of alcohol or illegal use of a controlled substance (including the abuse of a legal drug) is subject to discipline.

c. Prohibited Conduct:

- (1) An employee, including elected officials, bringing or attempting to bring onto City premises, property, or work site, having possession of, using, consuming, selling, transferring, or attempting to sell or transfer, any alcoholic beverage while on City

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ITEM 17.

business or at any time during the hours between the beginning and ending of the employee's work day, whether or not on duty, and whether or not on City business or property.

- (2) The use, possession, consumption, manufacture, distribution, transfer, attempting to transfer, sale or attempting to sell illegal drugs while on City business or at any time during the hours between the beginning and ending of the employee's work day, whether or not on duty and whether or not on City business or property.
- (3) Controlled substance abuse while on City business or at any time during the hours between the beginning and ending of the employee's work day, whether or not on duty and whether or not on City business or property.
- (4) Storing any illegal drug in a locker, desk, automobile, or other repository on City premises.
- (5) Being under the influence of an illegal drug or engaging in controlled substance abuse on City premises, or in City-supplied vehicles, or while on City business, or during working hours.
- (6) Testing positive for controlled substances without a reasonable medical explanation or legal basis for use.
- (7) Switching or adulterating any urine sample submitted for testing, or submitting a false sample for testing.
- (8) The use, possession, sale, or distribution of alcohol, or being under the influence of alcohol on City premises, or in City-supplied vehicles, or on City business, whether during working or nonworking hours.
- (9) Refusing consent to testing or refusing to submit a urine sample for testing when required by a City representative.
- (10) Failing, when requested by the City, to enroll in any alcohol or other drug treatment or counseling program and failing to adhere to the requirements of the program.
- (11) Being convicted under any criminal drug statute for a violation occurring in the workplace or outside of the workplace while conducting employer business.
- (12) Failing to notify City of any conviction under any criminal drug statute within five days of the event.
- (13) Failing to comply with rules and regulations promulgated under any testing programs maintained by the City pursuant to such rules and regulations.

- (14) A DOT driver reporting for duty or remaining on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of .02 or higher.
- (15) A DOT driver using alcohol while performing safety-sensitive functions.
- (16) A DOT driver performing safety-sensitive functions within four hours after using alcohol.
- (17) A DOT driver using alcohol for eight (8) hours following a DOT accident, or until he/she undergoes a post-accident alcohol test, whichever occurs first.
- (18) A DOT driver refusing to submit to a required drug and/or alcohol test.
- (19) A DOT driver reporting for duty or remaining on duty which requires the performance of safety-sensitive functions when the DOT driver uses any controlled substance, except when the use is pursuant to the instructions of a licensed medical practitioner who has advised the driver that the substance will not adversely affect the driver's ability to safely operate a commercial motor vehicle.
- (20) A DOT driver reporting for duty, remaining on duty or performing safety-sensitive functions, if the driver tests positive for controlled substances.

5. FMCSA CDL DRUG AND ALCOHOL CLEARINGHOUSE

- a. All DOT drivers and DOT driver-applicants are subject to and must comply with FMCSA CDL Drug and Alcohol Clearinghouse ("Clearinghouse") laws, rules, and regulations as well as this policy.
- b. DOT driver-applicants must provide written consent for the City to conduct pre-employment Clearinghouse queries. Such applicants must also provide specific consent to the Clearinghouse for the City to access all information resulting from a full query. Such applicants must also provide written consent for the City to obtain drug and alcohol information from previous employers. Forms for required written consents shall be provided by the City. These requirements are a condition of consideration for employment with the City.
- c. DOT employees must provide written consent for the City to conduct Clearinghouse queries on an annual basis. DOT employees also must, as often as requested by the City, provide specific consent to the Clearinghouse for the City to access all information resulting from a full query. Forms for required written consent shall be provided by the City. Failure to provide such consents may result in suspension of all of the employee's safety sensitive functions, or discipline up to and including termination of employment, or both.

- d. The following information collected and maintained by the City shall be reported to the Clearinghouse:
 - (1) a verified positive, adulterated or substituted drug test result;
 - (2) an alcohol confirmation test with a concentration of 0.04 or higher;
 - (3) a refusal to submit to any drug or alcohol test;
 - (4) actual knowledge on the part of the City of a drug or alcohol violation;
 - (5) on duty alcohol use;
 - (6) pre-duty alcohol use in violation of federal regulations;
 - (7) post-accident alcohol use in violation of federal regulations;
 - (8) controlled substance use in violation of federal regulations;
 - (9) a substance abuse professional's report of the successful completion of a return-to-duty test;
 - (10) a negative return-to-duty test;
 - (11) the City's report of follow-up testing.
- e. Improper access, use or release of any information accessed in the Clearinghouse may result in civil or criminal penalties and/or may result in discipline up to and including termination of employment.

6. DISCIPLINARY ACTION – CONSEQUENCES FOR VIOLATING THIS POLICY

- a. Prospective Employee or DOT Driver-Applicant Discipline in Connection With a Drug or Alcohol Test:

Prospective employees or DOT Driver-Applicants are required to undergo a drug screen. A prospective employee or DOT driver-applicant's positive drug test result or the refusal to submit to testing will result in the City's refusal to hire the prospective employee or DOT driver-applicant. Prospective employees or DOT Driver-applicants must receive a negative drug test result without any integrity flaws as a condition of employment. Prospective employees or DOT Driver-applicants receiving a negative drug test result with the integrity flaw "low specific gravity and creatinine level", will be provided the opportunity to retest one time. The City's refusal to hire does not

prevent the prospective employee or DOT driver-applicant from later initiating another inquiry with the City.

b. Current Employee Discipline in Connection with Drug and/or Alcohol Possession, Transfer or Use, Other Than Use Detected by a Drug Test:

Except as provided under Work Rules-Legal Use, an employee bringing or attempting to bring onto City premises, property, or work site, having possession of, using, consuming, selling, transferring, or attempting to sell or transfer, any alcoholic beverage, or any prescription drug or any form of controlled substance while on City business or at any time during the hours between the beginning and ending of the employee's work day, whether or not on duty, and whether or not on City business or property, is guilty of misconduct and is subject to discipline including discharge or suspension without pay, even for the first offense.

c. Current Employee Discipline in Connection With a Drug and/or Alcohol Test:

Employees may be required to undergo a drug and/or alcohol test under certain circumstances. The following is a list of **uniform** requirements for what action the City will take against the employee upon receipt of a confirmed positive drug and/or alcohol test result, or upon the employee's refusal to submit to such testing. Any action taken against the employee is based only on the results of the drug and/or alcohol test.

(1) **Refusal to Submit to Alcohol Test (non-DOT employees other than post-accident testing):**

An employee's first refusal to submit to an alcohol test when requested to do so, will result in being immediately removed from a safety-sensitive position and result in a one-day suspension without pay and/or until a SAP evaluation and return to duty with negative results are completed. The employee must submit to an employer-approved substance evaluation and comply with the recommendations, which may include but is not limited to rehabilitation, treatment or counseling through EAP. The program may require additional alcohol testing. An employee's refusal to submit to an alcohol test, when requested to do so a second time, will result in termination.

(2) **Refusal to Submit to Alcohol Test (DOT employees other than post-accident testing):**

A DOT driver's refusal to submit to an alcohol test when requested to do so, will result in the employee being immediately removed from performing safety-sensitive functions and result in a one-day suspension without pay and/or until a SAP evaluation and return to duty with negative results are completed. An evaluation by a Substance Abuse Professional is required and the employee must

comply with the treatment prescribed by the Substance Abuse Professional. Prior to the employee participating in a safety sensitive function, the employee shall undergo a return to duty test with a result indicating an alcohol concentration of less than 0.02. The DOT employee will be subject to (6) six unannounced follow up tests in the first 12 months of safety sensitive duty following their return. A DOT driver's refusal to submit to an alcohol test, when requested to do so a second time, will result in termination.

(3) First Positive Alcohol Test (non-DOT drivers):

An employee's first confirmed positive alcohol test (of .04 or higher) will result in the employee being immediately suspended without pay for a period of 24 hours and will result in being immediately removed from a safety-sensitive position. If the employee performs in a safety-sensitive position, the employee must successfully pass a return to work test with a reading under .04 prior to being allowed to return to duty.

(4) Second Positive Alcohol Test (non-DOT drivers):

If an employee tests positive for alcohol on a second occasion, the employee will be suspended for five (5) days without pay and will be immediately removed from a safety-sensitive position. If the employee performs in a safety-sensitive position, the employee must successfully pass a return to work test with a reading under .04 prior to being allowed to return to duty. Subsequent offenses will result in termination.

(5) Alcohol Test with Results of .02-.039 (DOT drivers only):

A DOT driver's first alcohol result of .02-.039 will result in the immediate suspension of the employee without pay for a period of 24 hours and will result in the employee being immediately removed from performing safety-sensitive functions.

A DOT driver's second confirmed alcohol test of .02-.039 will result in suspension without pay for two (2) days; the third offense will result in a five (5) day suspension without pay; and any subsequent offenses will result in termination.

(6) Positive Alcohol Test with Results of .04 or higher (DOT drivers):

A DOT driver's confirmed positive alcohol test of .04 or higher will result in the employee being immediately removed from performing safety-sensitive functions. An evaluation by a Substance Abuse Professional is required and the employee must comply with the treatment prescribed by the Substance Abuse Professional. Prior to the employee participating in a safety sensitive function, the employee shall undergo a return to duty test with a result indicating an alcohol concentration of less than 0.02. The DOT employee will be subject to six (6) unannounced follow up tests in the first 12 months of safety sensitive duty following their return. All DOT driver's will be suspended for two (2) days without pay and/or until a SAP evaluation and return to duty with negative results are completed for the first offense; suspended without pay for five (5) days and/or until a SAP evaluation and return to duty with negative results are completed for the second offense; and the third offense will result in termination.

(7) Refusal to Submit to Drug Test (All non-DOT employees other than post-accident testing):

An employee's refusal to submit to a drug test when requested to do so, will result in being immediately removed from a safety-sensitive position and will result in a suspension without pay for five (5) days and/or until a SAP evaluation and return to duty with negative results are completed. Prior to returning to work the employee must complete a substance abuse evaluation through an employer approved program. An employee's refusal to submit to a drug test, when requested to do so a second time, will result in termination.

(8) Refusal to Submit to Drug Test (All DOT employees other than post-accident testing):

A DOT driver's refusal to submit to a drug test when requested to do so, will result in the employee being immediately removed from performing safety-sensitive functions and will result in a suspension without pay for five (5) days and/or until a SAP evaluation and return to duty with negative results are completed. An evaluation by a Substance Abuse Professional is required and the employee must comply with the treatment prescribed by the Substance Abuse Professional. Prior to the employee participating in a safety sensitive function, the employee shall undergo a return to duty test with a negative result. The DOT employee will be subject to (6) six unannounced follow up tests in the first 12 months of safety sensitive duty following their return. A DOT driver's refusal to submit to a drug test, when requested to do so a second time, will result in termination.

(9) Positive Drug Test:

A non-DOT employee's first confirmed positive drug test will result in the employee being removed from a safety-sensitive position and will be suspended

for five (5) days without pay and/or until a SAP evaluation and return to duty with negative results are completed. The employee will be required to undergo a substance abuse evaluation through an employer approved program and comply with all treatment recommendations.

A DOT employee's first confirmed positive drug test will result in the employee being removed from safety-sensitive functions, and will be suspended for five (5) days without pay and/or until a SAP evaluation and return to duty with negative results are completed. An evaluation by a Substance Abuse Professional is required and the employee must comply with the treatment prescribed by the Substance Abuse Professional. Prior to the employee participating in a safety sensitive function, the employee shall undergo a return to duty test with a negative result. The DOT employee will be subject to (6) six unannounced follow up tests in the first 12 months of safety sensitive duty following their return.

All employees will be immediately terminated for the second offense positive drug test.

(10) Refusal to Submit to Alcohol and/or Drug Testing (Post-accident):

An employee's refusal to submit to alcohol and/or drug testing post-accident will result in immediate termination.

Following termination, DOT employees must comply with DOT regulations to maintain the employee's CDL.

(11) Pre-result Suspension under Reasonable Suspicion Circumstances:

Prior to the City receiving the results of an alcohol or drug test conducted under Reasonable Suspicion Circumstances, the employee will be placed on immediate administrative leave without pay. If the result of the test does not violate the terms of this written policy, the employee will be reinstated, with back pay and interest, as provided in Iowa Code.

7. DRUG AND ALCOHOL TESTING METHODOLOGY & PROCEDURES

a. Substances to be Tested and Type of Specimen:

- (1) Drugs – The City has determined to conduct controlled substance, or “drug” testing, in an attempt to discourage and prevent employees from illegally using drugs, be it the use of an illegal drug or the abuse of a legal drug. A urine specimen will be collected and tested for the presence of a drug or metabolites of the following substances at or above the concentrations set forth by DOT Rule 49 CFR Part 40:

- Marijuana
- Cocaine
- Opiates - opium and codeine derivatives
- Phencyclidine - PCP
- Amphetamines and Methamphetamines

(2) Alcohol – The City has determined to conduct alcohol testing in an attempt to prevent employees from abusing alcohol. A breath alcohol and/or saliva specimen will be collected and tested for the presence of:

- Alcohol (Ethanol, isopropanol, or methanol)

For current employees a confirmed alcohol concentration level of .04 or higher, expressed in terms of grams of alcohol per two hundred ten liters of breath, or its equivalent, is considered a positive alcohol test result and violates this policy.

For DOT drivers, a confirmed alcohol concentration level of .02 or higher, expressed in terms of grams of alcohol per two hundred ten liters of breath, or its equivalent, violates this policy. DOT drivers will be immediately removed from performing safety-sensitive functions.

b. Scheduling of Tests:

- (1) Current Employees – Drug and alcohol testing for current employees shall normally occur during, or immediately before or after, a regular work period. The time required for testing, including travel time, is considered work time for purposes of the Federal Labor Standards Act (FLSA), compensation and benefits.
- (2) DOT Drivers – Alcohol testing for DOT drivers shall normally occur during, or immediately before or after, performing safety-sensitive functions.

c. Costs of Tests:

- (1) Prospective Employees and DOT driver-applicants – The cost of the initial drug test and confirmation will be paid by the City.
- (2) Current Employees – The actual costs for testing, other than for a second, confirmatory test if one is requested as provided by law, are paid by the City. If the drug and/or alcohol sample collection is conducted at a place other than the employee's normal work site, the City will provide transportation, or pay reasonable transportation costs to the employee.

- (3) DOT Drivers – The cost of the initial drug test and confirmation will be paid by the City under pre-employment, reasonable suspicion, post-accident, and random circumstances. Split specimen tests and drug or alcohol tests conducted for return-to-work and/or follow-up circumstances will be paid for by the DOT driver.

d. Communication of Test Results:

- (1) Drugs – The laboratory will report the analysis of the initial, confirmatory, and second confirmatory or “split specimen” urine drug screen test results directly to the medical review officer (MRO). The MRO shall review and interpret all test results, including quantitative and qualitative results, to ensure the chain of custody is complete and sufficient. Prior to reporting positive test results, the MRO will provide prospective employees, current employees, DOT driver-applicants, and DOT drivers an opportunity to confidentially discuss information which may be relevant to the drug test, including identification of prescription or nonprescription drugs currently used or any other relevant medical information. To the extent feasible, the testing shall only measure and the records concerning the testing shall only make use of information regarding drugs in the body. The MRO or his representative shall report the drug test results directly to the City’s drug testing coordinator or designee. Test results shall remain confidential and will not be released unless the donor’s specific permission is obtained or as provided by Federal, State, and or local regulations.
 - (a) Positive drug test results will be communicated to prospective employees in writing, and include the name and address of the MRO who made the report and the prospective employee’s right to request records.
 - (b) Positive drug test results will be communicated to current employees by certified mail, return receipt requested. The written notification of a positive test result will include the employee’s right to request and obtain a second confirmatory test of the previously collected sample at an approved laboratory of the employee’s choice at the employee’s expense.
 - (c) The City will notify DOT drivers and driver-applicants of the result of a controlled substance test. The City will notify DOT drivers which controlled substance(s) were verified as positive.
- (2) Alcohol – The certified Breath Alcohol Technician (BAT) or Saliva Testing Technician (STT) performing the alcohol test shall report the results directly to the City’s alcohol testing coordinator or designee. Test results shall remain confidential and will not be released unless the donor’s specific permission is obtained or as provided by Federal, State, and/or local regulations.

e. Integrity of the Testing Process.

The collection of samples shall be performed under sanitary conditions and with regard for the privacy of the individual from whom the specimen is being obtained and in a manner reasonably calculated to preclude contamination or substitution of the specimen.

Urine drug specimens shall be split into two components at the time of the collection in the presence of the individual from who the sample or specimen is collected. One portion shall be used for initial laboratory analysis and confirmation of initial positive test results and the second portion shall allow for a second, independent confirmatory test or “split specimen test” showing presence only of a drug metabolite in the urine at the time the collection was performed.

Sample collection, storage, transportation, and reporting shall follow strict chain of custody documentation and procedures to reasonably preclude the possibility of misidentification of the person tested in relation to the test result provided.

An individual submitting to a drug test will be provided the opportunity to record any information which may be considered relevant to the test, including identification of prescription or nonprescription drugs currently or recently used, or other relevant medical information.

All confirmatory drug testing shall be conducted at a laboratory certified by the United States Department of Health and Human Services Substance Abuse and Mental Health Services Administration (SAMHSA).

Drug or alcohol testing shall include confirmation of any initial positive test results. Confirmation shall be by use of a different chemical process than was used in the initial screen for drugs. A medical review officer (MRO) shall, prior to the results being reported to an employer, review and interpret any confirmed positive test results, including both quantitative and qualitative test results, to ensure that the chain of custody is complete and sufficient on its face and that any information provided by the individual is taken into consideration.

f. Circumstances under Which a Prospective Employee Will Be Tested:

Pre-employment – The City will conduct a drug test designed to prevent hiring individuals who use controlled substances or who abuse legal drugs. Prospective employees and/or DOT driver-applicants may be subject to testing for drugs as a condition of hiring. A prospective employee or DOT driver-applicant’s positive drug test result or the refusal to submit to testing will result in the City’s refusal to hire the prospective employee or DOT driver-applicant.

Prospective employees and/or DOT driver-applicants must receive a negative drug test result without any integrity flaws as a condition of employment. Prospective employees and/or DOT driver-applicants receiving a negative drug test result with the integrity flaw “low specific gravity and creatinine level” will be provided the opportunity to retest one

time. The City's refusal to hire does not prevent the prospective employee or DOT driver-applicant from later initiating another inquiry with the City.

g. Circumstances under Which a Current Employee Will Be Tested:

- (1) Reasonable Suspicion. A current employee or DOT driver may be required to submit to a drug and/or alcohol test if the City has suspicion that the individual is using or has used drugs and/or alcohol in violation of the City's written policy. Such observations must be personally observed and documented by at least one City supervisor who has received training according to regulation.
 - (a) For current employees, this evidence must be drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Examples that might support the decision to test current employees under reasonable suspicion circumstances include but are not limited to:
 1. Observations made at work, such as direct observation of alcohol or drug use or the physical symptoms of being impaired to alcohol or drug use.
 2. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
 3. A report, by a reliable and credible source, of alcohol and/or drug use.
 4. Evidence that an individual has tampered with any alcohol and/or drug test during the employee's employment with the current employer.
 5. Evidence that an employee has caused an accident resulting in personal injury **other than minor injuries requiring only first aid treatment.**
 6. Evidence that an employee has manufactured, sold, distributed, solicited, possessed, used, or transferred drugs while working, or while on the employer's premises or while operating the employer's vehicle, machinery, or equipment.
 - (b) The City's determination for reasonable suspicion testing of DOT drivers must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors indicating drug and/or alcohol use.
 - (c) Individuals notified to submit to a reasonable suspicion test will be expected to report to the collection site immediately. Individuals will be escorted to the collection site by the City. In the event of a positive alcohol test, the City

may attempt to contact the individual's spouse, another member of the family, or another person designated by the individual, in order to make arrangements for transporting the individual to his/her home after the test is completed. In the event that the City is unable to contact the driver's spouse, family member or another designated person, the City may make arrangements for transporting the individual home by cab or other suitable means. If the individual rejects the City's efforts in this regard and instead insists on driving his/her personal vehicle, the City reserves the right to take whatever means are appropriate to prevent this, including contacting appropriate law enforcement personnel and imposing disciplinary action, up to and including discharge.

- (d) An individual who is required to take a reasonable suspicion drug and/or alcohol test will be considered by the City as unqualified to work and placed on immediate suspension, pending the results of his/her drug and/or alcohol test.

- (2) Post-accident – The City may require current employees to submit to drug and/or alcohol testing in investigating accidents in the workplace in which the accident resulted in an injury to a person for which injury, if suffered by an employee, a record or report could be required under Iowa Code Chapter 88, or resulted in damage to property, including to equipment, in an amount reasonably estimated at the time of the accident to exceed one thousand dollars.
 - (a) DOT drivers, performing safety-sensitive functions at the time of the accident, must submit to a DOT drug and alcohol test as soon as possible after the occurrence of an accident that meets one of the following conditions:
 1. An accident which involves the death of a human being.
 2. In conjunction with the accident, the DOT driver receives a citation for a moving violation and a person is injured because of the accident and the injuries require immediate medical treatment away from the accident scene.
 3. In conjunction with the accident, the DOT driver receives a citation for a moving violation and one or more motor vehicles involved in the accident incur disabling damage and must be transported away from the accident scene.

 - (b) DOT drivers are prohibited from using alcohol for eight (8) hours following any accident in which they are operating a commercial motor vehicle or until undergoing a DOT drug and alcohol test.

- (3) Random Testing for DOT drivers – DOT drivers are subject to periodic, unannounced drug and/or alcohol testing. DOT drivers are entered into a pool of individuals required to submit to DOT random testing. To perform the selection of DOT drivers for testing from the pool of individuals subject to such testing, the City utilizes a computer-based random number generator that is matched with employee identification numbers. Selection of DOT drivers are reasonably spread throughout the calendar year with each DOT driver having an equal chance of being selected each time selections are made. Upon notification, the DOT driver must proceed immediately to the collection site for testing. A DOT driver shall only be subject to random testing for alcohol while performing safety-sensitive function, just before the DOT driver is to perform, or just after the Driver has ceased performing such functions.
- (4) Federal Laws/Regulations – The City will conduct any other drug or alcohol testing as required by a Federal, State or local law or as required by law enforcement.
- (5) Rehabilitation Testing – The City may require a current employee to undergo drug or alcohol testing at least six times per year, without any prior notice, during or following completion of drug or alcohol rehabilitation, without any prior notice that such a test will be conducted.
- (6) Return-to-Duty Testing – The City may require a DOT driver to submit to a return-to-duty test in order to resume safety-sensitive functions. Return-to-duty testing is done after a DOT driver has: 1) engaged in prohibited conduct concerning alcohol and/or drug use; 2) has completed an evaluation by a DOT qualified Substance Abuse Professional (SAP); 3) is complying with the recommended treatment program as prescribed by the SAP; and, 4) is ready to return to performing safety-sensitive functions.
- (7) Follow-Up Testing – The City may require a DOT driver to submit to follow-up testing for drugs and/or alcohol as directed by the Substance Abuse Professional (SAP). Unannounced follow-up testing is required for DOT drivers that have: 1) previously been engaged in prohibited conduct concerning alcohol and/or drug use; 2) have completed an evaluation by a DOT certified SAP; 3) are complying with recommended treatment as prescribed by the SAP; 4) has undergone a return-to-duty test; and, 5) has returned to performing safety-sensitive functions. A minimum of six drug and/or alcohol tests in a twelve-month period is required.

8. TRAINING

- a. Supervisors designated to make reasonable suspicion determinations for drug or alcohol testing under this policy shall attend a minimum of two hours of initial training and to attend, on an annual basis thereafter, a minimum of one hour of subsequent training. The training shall include, but not be limited to, information concerning the recognition of

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ITEM 17.

evidence of employee alcohol and other drug abuse, the documentation and corroboration of employee alcohol and other drug abuse, and the referral of employees who abuse alcohol or other drugs to the EAP or to the SAP.

7. EMPLOYEE ASSISTANCE PROGRAM

- a. The City is aware that many personal or health problems can and do interfere with an employee’s ability to perform on the job. These problems may include emotional and mental disorders, family and marital difficulties, abuse of alcohol or drugs, etc.

Employees whose job performance problems are not related to a lack of skill and who do not respond satisfactorily to the usual disciplinary procedures may be in need of the attention of professionals.

With proper treatment, many troubled employees can be restored to a satisfactory level of job performance. However, if the underlying problems or situation are ignored, they may worsen with time, eventually rendering the person unemployable.

To help avoid this loss of human resources, the City offers an Employee Assistance Program (EAP) for employees and their dependents as part of its employee services. The EAP provides confidential evaluation, referral and short-term counseling at no cost to employees whose personal or health problems are interfering with their job performance.

Confidentiality is assured. No information regarding the nature of the personal problem will be made to supervisors, nor will it be included in the permanent personnel file.

The purposes and practices of the City’s disciplinary rules and the EAP are distinctly separate in their applications. An employee’s decision to seek prior assistance from the EAP will not be used as the basis for disciplinary action and will not be used against the employee in any disciplinary proceeding. On the other hand, the fact that an employee has been using the EAP will not be a defense to imposition a disciplinary action where facts showing a violation of City policy are obtained outside the EAP.

It is the responsibility of each employee to seek assistance from the EAP before disciplinary action. Once a violation of the City’s rules has come to the City’s attention, subsequently using the EAP on a voluntary basis will not necessarily lessen disciplinary action and may, in fact, have no bearing on the determination of appropriate disciplinary action.

Through the EAP, the City will provide appropriate evaluation and referral to treatment, if appropriate. Employees undergoing such treatment will be granted leave with a conditional return to work depending on successful completion of the appropriate treatment program.

Except as otherwise required by law, the cost of the substance abuse treatment itself is the responsibility of the employee.

b. Referrals

An employee may obtain access to the EAP through self-referral or a referral by a supervisor.

(1) Self-Referral

In a self-referral the employee contacts the EAP counselor directly. The employee is assured that no one in the City will be notified.

(2) Supervisory Referral

It is the responsibility of the City's supervisors to appropriately confront an employee whenever they see changes in performance that suggest an employee problem. Supervisors should not attempt to diagnose the nature of the employee's problems. However, they should be alert to changes in behavior that may signal a problem such as:

- Absenteeism
- Chronic lateness
- Personality Change
- Decline in Work Quality
- Unusual Behavior
- Difficult or Uncooperative Employees

The supervisor may suggest that the employee voluntarily seek help (informal referral) from the City's EAP or may decide that the severity of the observed problem is such that an involuntary referral to the EAP should be made (formal referral).

(a) Informal Referral

In an informal referral, the supervisor should inform the employee of the benefits provided by the EAP and give the employee adequate contact information. In an informal referral, the EAP counselor will not tell the supervisor whether the employee used the EAP and will not divulge any information to the supervisor about the visit.

(b) Formal Referral

A formal referral can take place at any time during the disciplinary procedure. Through a formal referral, the supervisor directs the employee to make use of the EAP. Failure to use the EAP may result in disciplinary action up to and including termination. In a formal referral, the supervisor (or another

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representative designated by the City) should contact the EAP counselor to discuss the problems that led to the referral. The EAP counselor will ask the employee to sign a waiver allowing the counselor to call the supervisor and tell him or her whether the employee saw the counselor and followed recommendations. No other information is revealed to the supervisor. In circumstances where termination may occur, the employee may be asked to sign an acknowledgement letter indicating that the failure to go to the EAP and follow recommendations will result in termination.

(c) Employee Assistance Services

The City has established a resource file of employee assistance services providers, substance abuse programs, mental health providers, and other persons, entities or organizations which are available to assist employees with personal or behavioral problems including substance abuse issues.

Amended: 6/1/15
7/18/16

205: MEDICAL PROCEDURES

Policy:

It is the Policy of the City of Cedar Falls that applicants to whom a conditional offer of employment has been extended and current employees may be required to undergo medical tests, procedures, or examinations whenever Management determines that these are necessary for the safe or efficient operation of the City and/or in compliance with Federal mandates.

Comment:

(1) Successful applicants for employment may be required, as a condition of employment, to pass a medical examination to establish their fitness to perform the jobs for which they have applied without endangering the health and safety of themselves or others. If management determines that an examination is appropriate for a particular position, all applicants for the job to whom a conditional offer of employment has been made are to be examined at City expense.

(2) Employees may be required to have a medical examination on other occasions when the examination is job-related and consistent with business necessity. For example, a medical examination may be required when an employee transferred to a new position, is exposed to toxic or unhealthful conditions, requests an accommodation for a disability, or has a questionable ability to perform job duties.

(3) The City may require job applicants and current employees to take a test to determine the presence of drugs, narcotics, or alcohol, in accordance with and as required by State and Federal laws. (See *203: Drug Free Workplace.*)

(4) Employees are encouraged, but not required, to have physical examinations periodically during their employment and to participate in wellness programs. Police and Fire employees are required to comply with all physical examinations and wellness programs as directed by their Department.

(5) Medical examinations required by the City will be paid for by the City and must be performed by a physician or other healthcare provider at a licensed medical facility designated or approved by the City. Records of medical examinations paid for by the City are the property of the City, and the examination records are to be treated as confidential and held in separate medical files. However, records of specific examinations, if required by law or regulations, will be made available to the employee, relevant insurance companies, and the employee's doctor. Nothing in this policy should be construed as impacting coverage or payments under the City's group health insurance plan.

(6) Employees who need to use prescription drugs or narcotics while at work must report this requirement to their supervisor if the use might impair their ability to perform the job safely and effectively. Depending on the circumstances, employees may be reassigned, forbidden to perform

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certain tasks, or even prohibited from working if they are judged unable to perform their jobs safely and properly while taking prescribed drugs or narcotics.

(7) The City reserves the right to require acceptable confirmation of the nature and extent of any illness or injury that requires an employee to be absent from scheduled work. Employees returning from a disability leave or an absence caused by health problems may be required to provide a doctor's certification of their ability to perform their regular work satisfactorily without endangering themselves or their fellow employees. (See **701: Attendance and Punctuality** and **704: Leaves of Absence.**)

(8) Employees who become ill on the job or suffer any work-connected injury, no matter how minor, must report to their supervisors who will arrange referral for examination, treatment, and recording of the incident. Time spent by an employee in waiting for and receiving this medical attention will be considered hours worked for pay purposes. Employees who fail to report work-related injuries are subject to discipline, up to and including discharge, and may jeopardize any right to workers' compensation benefits. (See **602: Employee Safety.**)

(9) Unless deemed medically unnecessary or inappropriate by a health care professional designated by the City for such purpose, failure for any reason to successfully complete a City required examination or evaluation, including all associated tests and procedures, shall result in immediate removal from work duties, or continuation of leave from work duties, until successful completion of such evaluation or examination. Unreasonable failure to submit to such examination or evaluation at the time and date scheduled by the City shall be considered an unsuccessful completion of such examination or evaluation as of the date and time of the scheduled examination or evaluation. Employees may be allowed to use paid benefit time during any absences caused by failure to successfully complete such examination or evaluation, at the discretion of the Department Director.

Amended 6/1/15
 3/1/19
 1/6/20

213: TERMINATION OF EMPLOYMENT

Policy:

It is the Policy of the City of Cedar Falls to terminate employment because of an employee's resignation, discharge, or retirement; the expiration of an employment contract; the permanent reduction in the work force; or for disciplinary purposes outlined in other sections of these Policies. Discharge can be for any reason not prohibited by law. In the absence of a specific written agreement, employees are free to resign at any time and for any reason.

Comment:

(1) Employees must give written notice of their intent to resign or retire. Failure to give timely written notice of resignation or retirement may result in forfeiture of non-vested City benefits, no payment for accrued vacation, and ineligibility for reemployment. Notice requirements for retiring employees are found in **214: Retirement**. The following notices of resignation are required, unless waived or modified in writing by the City Administrator:

- (a) Department Directors and Division Managers must give at least four weeks' written notice of the last day work duties will be performed;
- (b) All other employees must give at least two weeks' notice of the last date that work duties will be performed.

(2) Employees who are absent from work for three consecutive days without being excused or giving proper notice will be considered as having voluntarily quit. Consideration may be given in unusual circumstances or the employee's incapacitation preventing notification.

(3) In certain circumstances, the City may choose to require that employees leave employment immediately upon receipt of notice and employee will receive their pay until termination of notice period.

(4) At the time of resignation, employees may be allowed to use all earned vacation time and compensatory time for the current year, in order to extend their effective termination date. This practice will be allowed upon approval of the Department Director (or City Administrator if a director position) and Financial Services Division. Accrued vacation time may not be used to extend the effective termination date. Although vacation which is earned between the last date that work duties will be performed and the effective termination date may extend the effective termination date, vacation which is accrued during that time may not extend the effective termination date, but instead will be paid in a lump sum upon termination along with vacation that accrued prior to the last date that work duties were performed and earned but unused vacation.

(5) Neither paid nor unpaid time off work may be used to satisfy the notice requirements set forth in this policy, unless employees are on an approved leave, or as approved

213: TERMINATION OF EMPLOYMENT

in advance by the Department Director (or City Administrator if a director position) and the Financial Services Division.

(6) For Policies and Procedures leading up to discharge for disciplinary reasons, see **809: Disciplinary Procedure**.

(7) For Policies and Procedures governing termination as a result of retirement, see **214: Retirement**.

(8) For Policies and Procedures governing termination of an employment contract, see **215: Employment Agreements**.

(9) For Policies and Procedures governing a permanent reduction in force, see **212: Layoff and Recall**.

(10) The Financial Services Division will attempt to have the final paycheck for the terminating employees available on the first payday following the last regular paycheck the employee received. The terminating employee must return all City identification cards, keys, tools (where applicable), manuals, or other property belonging to the City. If the employee owes the City any money or is responsible for any lost or damaged property or unused uniform allowance, those accounts are to be settled as originally agreed or by deduction from final pay.

(11) For Policies and Procedures governing severance payments, see **309: Severance Pay**.

(12) Subject to any collective bargaining agreements and civil service rules and regulations, terminating employees may be eligible for future employment if notice is provided pursuant to comment (1) and if recommended by their supervisor and approved by the Financial Services Division. Terminating employees who wish to be considered for future employment should inform the Financial Services Division. Terminating employees lose all seniority rights upon leaving the City, regardless of the cause for termination, unless the break in service is less than thirty days and the employee is reemployed in the same or equivalent position.

(13) The termination of employment of qualifying veterans shall comply with Iowa Code § 35C.6.

(14) Requests for employment references should be made in writing to the Financial Services Division and should include an authorization by the employee for the release of the requested information.

(15) Termination and discharge procedures are only guidelines and do not create a legal contract between the City and its employees. The City reserves the right to implement its Policies and Procedures as it sees fit.

Amended 6/1/15
3/1/19
1/6/20

214: RETIREMENT

Policy:

It is the Policy of the City of Cedar Falls that employees are eligible for normal retirement when satisfying the requirement of the Iowa Public Employee Retirement System (IPERS), or in the case of civil service police officers and firefighters when satisfying the requirements of the Municipal Fire and Police Retirement System of Iowa (MFPRSI).

Comment:

(1) Employees who have been employed for at least five years may elect to vest their retirement with the City and may be eligible for retirement benefits upon reaching the age of fifty-five.

(2) Employees who choose to take normal retirement are requested to give the Financial Services Division as much advance notice of their intent as possible, but at least 90 days advance written notice is required. Employees who have given notice of either normal or early retirement may be called upon to help in the training of their replacements.

- (a) The notice required in this policy is notice of the last date that work duties will be performed.
- (b) Neither paid nor unpaid time off work may be used to satisfy the notice requirements set forth in this policy, unless employees are on an approved leave, or as approved in advance by the Department Director (or City Administrator if a director position).
- (c) At the time of retirement, employees may be allowed to use all earned vacation time and compensatory time for the current year, in order to extend their effective retirement date. This practice will be allowed upon approval of the Department Director (or City Administrator if a director position) and the Financial Services Division. Accrued vacation time may not be used to extend the effective retirement date. Although vacation which is earned between the last date that work duties will be performed and the effective retirement date may extend the effective retirement date, vacation which is accrued during that time may not extend the effective retirement date, but instead will be paid in a lump sum upon retirement along with vacation that accrued prior to the last date that work duties were performed and earned but unused vacation.
- (d) Failure to give timely written notice of retirement may result in forfeiture of non-vested City benefits and forfeiture of severance pay (See **309: Severance Pay**) and no payment of accrued vacation benefits (See **506: Vacations**).

214: RETIREMENT

(3) The City may, at its discretion, set a mandatory retirement age for certain jobs where age is a bona fide occupational qualification and where that qualification is reasonably necessary to the normal operation of the City's business. Employees may extend their employment with the City, beyond their normal retirement age, for specific periods, not exceeding one year, with the approval of their Department Director, City Administrator, Mayor, and City Council.

(4) The City may require mandatory retirement of employees who meet the following requirements as outlined in 29 U.S.C. §631(c):

- (a) is at least 65 years of age;
- (b) is employed in a bona fide executive or high policymaking position for the two-year period immediately before retirement; and
- (c) is entitled to an immediate non-forfeitable annual retirement benefit from an employer pension, savings, or deferred compensation plan, or any combination of those plans, which equals in the aggregate at least \$44,000 per year. 29 U.S.C. §631(c)(1).

The City is not obligated to exercise this option of mandatory retirement for qualified employees, and the City may, in its discretion, make retirement decisions based upon the best interest of the City.

(5) Employees who qualify for retirement under this policy may be eligible to receive pension, health, and various other benefits in accordance with the provisions of the City's employee benefit plans. Retiring employees are eligible to receive pay for unused earned vacation and accrued unused vacation on a pro rata basis for the number of days they worked during their employment year. In addition, retiring employees are eligible to receive pay for unused accrued compensatory time and floating holidays on a pro rata basis for the number of days the retiring employee worked during the fiscal year. (See **309: Severance Pay**.)

Amended 1/1/09
6/1/15
3/1/19
1/6/20

307: OVERTIME

Policy:

It is the Policy of the City of Cedar Falls to pay overtime to non-exempt hourly employees when appropriate and required by the law. The provisions of any applicable collective bargaining agreements shall apply and this policy shall not apply for any bargaining unit employees.

Comment:

Overtime rates will be paid to non-exempt employees for time worked as follows:

(1) Holiday Rates: When an employee, not a shift worker, is called to work on a day being observed by the City as a holiday, and the employee is not otherwise scheduled to work, they shall be paid time and one-half for the time worked. Such pay shall be in addition to holiday pay. (See **503: Holidays** Policy for employees scheduled to work on a holiday.)

(2) Overtime/Work Week: Employees shall receive time and one-half for hours worked beyond 40 hours in a work week. Holidays, other than “floating holidays,” shall be included as “time worked” for purposes of calculating the 40 hours. Sick leave, workers’ compensation time off, vacation, floating holidays, and comp time are not included as “time worked” for purposes of calculating the 40 hours. Employees will not be paid overtime for call back, whether prior to or after a shift, until an employee has worked 40 hours in a work week.

(3) Continuous Time Worked: Employees shall receive double time for continuous time worked (including time for meals) after sixteen (16) consecutive hours of work and until relieved from duties for at least eight (8) consecutive hours.

(4) Consecutive Time Worked: Employees having worked sixteen (16) or more consecutive hours shall be relieved as early as possible, dependent upon service requirements. If any portion of the relieved period falls within their regular scheduled workday, straight time pay shall be rendered for those hours.

(5) Call to Work on Day Off: When an employee is called to work on a regular day off, they shall be paid at the overtime rate of time and one-half for the actual hours worked. If an employee voluntarily postpones a vacation day to work, they shall be paid straight time. If an employee is provided at least 12 hours notice prior to a planned vacation day or regular day off that they will be required to postpone the vacation day or regular day off in order to report to work, they shall be paid straight time. If an employee is provided with less than 12 hours notice prior to a planned vacation day that they will be required to postpone the vacation day in order to work, they shall be paid at the overtime rate of time and one-half for the actual hours worked.

(6) Part-time and seasonal employees in Parks and Public Works Divisions shall be paid overtime in accordance with this Policy (See §2.2 and 2.3 of Park/Public Works collective bargaining agreement).

307: OVERTIME

(7) Exempt Classes: No overtime, or compensatory time off, will be paid to exempt employees, except as provided for in Comment (10).

(8) Equally Distributed Overtime: Insofar as practical, all overtime work shall be distributed equally between regular employees in a classification and approved by the employee's Supervisor consistent with official operations.

(9) Compensatory Time Off: In lieu of any paid overtime provision, an employee may, at his or her election, choose to apply for compensatory time off. Compensatory time off will be earned at the rate of time and one-half for all hours worked over forty (40) in a week. Department Directors may limit the amount of accumulated compensatory time off within their respective departments, subject to the restrictions of maximum accumulations set forth in Federal law. Requests for compensatory time leave will be granted within a reasonable time so long as it does not unduly disrupt the departments' operations.

Accrued balances of compensatory time at the termination of employment will be paid at a rate not less than the average rate received by the employee over the last three years of employment or the final regular rate, whichever is higher.

(10) Extra Pay for Catastrophic Events, Natural Disasters, and other Exigent Circumstances: In the event grants are available, or there is a catastrophic event, natural disaster or other exigent circumstances that necessitate exempt employees working extraordinary hours, extra pay, which may or may not be computed on a time and a half basis, may be paid to these exempt employees, upon City Council approval. Considerations by City Council will include, but are not limited to, whether the expense of the extra pay is reimbursable by the Federal Emergency Management Agency or some other governmental reimbursement program as well as the nature of the exigent circumstances and the duration of such events or circumstances.

(11) Checking E-mail during off work hours. Employees are not allowed to check email during off work hours unless a supervisor has approved such practice in advance and agreed to pay overtime.

Amended 1/1/05
 1/1/09
 1/23/12
 1/3/19
 1/6/20

309: SEVERANCE PAY

Policy:

It is the Policy of the City of Cedar Falls to provide severance pay to qualifying terminating employees in accordance with the following guidelines:

Comment:

(1) Employees hired on or before July 1, 1983, have the sick leave severance program they elected in writing and filed with the Financial Services Division. Non-union employees hired on or before July 1, 1983, have the option to elect the formula set forth in Comment #2 by filing a written election with the Financial Services Division no later than June 30, 2004.

(2) Full-time employees hired after July 1, 1983, and before July 1, 1989, will be paid for unused sick leave remaining as of their termination date using the following formula:

- 0 – 720 hours remaining: No severance pay
- More than 720 hours but equal to or less than 1440 hours remaining: 100% payment for the hours remaining over 720 hours up to a maximum of 1440 hours
- More than 1440 hours remaining: 50% payment for the remaining hours
- *Examples:* 400 hours remaining equals No severance pay

1200 hours remaining equals 480 hours of severance pay:
 $(1200 - 720 = 480 \times 100\% = 480)$

2000 hours remaining equals 1000 hours of severance pay:
 $(50\% \times 2000 = 1000)$

(3) A “day” of unused sick leave for 8-hour work day employees is equal to 8 hours for purposes of this policy.

(4) A “day” of unused sick leave for less than 8-hour work day employees is equal to the hours normally worked for purposes of this policy.

(5) A “day” of unused sick leave for more than 8 hour work day employees is equal to 8 hours for purposes of this policy. This would include eligible 24 hour shift employees.

(6) Employees hired after July 1, 1989 are not eligible for any sick leave severance benefits to be paid to them in cash. However, effective July 1, 2004, employees hired after

309: SEVERANCE PAY

July 1, 1989 who are non-union, and who have given timely written notice of resignation or retirement in accordance with **213: Termination of Employment and 214: Retirement**, shall be eligible to use any sick leave accruals remaining after application of the formula set forth in Comment #2 for future medical insurance premiums for the employee and, if eligible, the employee's spouse and/or children. For purposes of this policy the term "medical insurance" shall include group health and prescription coverage, but not dental, vision, or any other coverage. Also for purposes of this policy, initial and continued eligibility for payment of future medical insurance premiums for the employee's spouse and children is determined in the same way as eligibility for coverage is determined according to the terms of the City's group medical insurance policy in effect at the time eligibility is being determined. Any payments for medical insurance premiums shall be made in accordance with any IRS publications and regulations in effect at the time of the employee's severance. Any payments or reimbursements shall be made in accordance with the Accounting Policies and Procedures of the Financial Services Division.

(7) Part-time employees shall be eligible for sick leave severance calculated in accordance with the formula set forth in Paragraph 2 above, but such eligible part-time employees shall be paid for remaining sick leave in a lump sum cash payment, and not payment for medical insurance premiums.

(8) Any sick leave casual day that was earned within one year of termination shall be forfeited upon termination. Employees are not eligible for any sick leave casual day benefits effective July 1, 2004.

(9) Employees who have completed the probationary period shall receive their accrued vacation time benefits on the basis of the number of days accrued on a pro-rata basis of time worked during the fiscal year. However, new employees will not receive accrued vacation benefits if they leave City employment prior to their one-year anniversary. (See **506: Vacations**)

(10) Employees who have completed the probationary period shall receive any accrued floating holiday pay on the basis of the number of days accrued on a pro-rata basis of time worked during the fiscal year.

(11) Non-exempt employees shall receive compensation for any unused, accrued compensatory time.

(12) Any benefit time off which is used in excess of that which is earned or accrued at the time of termination shall be paid back to the City by deduction from the final paycheck or will be billed to the terminating employee and shall be paid back to the City no later than 10 days from receipt of final paycheck.

(13) All severance benefits of an employee who dies while employed with the City, will be paid to the employee's spouse, or if so directed by the employee in writing to the Financial Services Division, to the employee's estate.

(14) Employees may elect to split their severance payment between two tax years or have it held in escrow for payment of benefits as allowed by Federal law and in accordance with any plans which may be implemented by the City.

(15) Benefit plan termination options will be discussed with the Financial Services Division during the employee's pre-departure meeting.

(16) Employees may receive a severance estimate once per calendar year upon request to the Financial Services Division.

(17) Employees whose status changes from part-time to full-time shall be credited with the sick days earned while part-time. Employees whose status changes from full-time to part-time shall be paid in a lump sum under the formula in Paragraph 2 above if eligible, and such payment shall include sick days earned while working full-time. Employees whose status changes from union member to non-union member shall be credited with sick days earned while a union member.

(18) Employees shall be required to show reasonable proof of medical insurance as required by the Financial Services Division in order to be reimbursed.

Amended 3/22/04
6/1/15
7/18/16
3/1/19
1/6/20

401: AUTOMOBILE, VEHICLE AND EQUIPMENT USAGE AND DRIVING POLICY

Policy:

It is the Policy of the City of Cedar Falls to provide vehicles for business use, to allow employees and elected and appointed officials to drive on City business, to reimburse for business use of personal vehicles, and to maintain standards for safety according to the guidelines below. “Vehicles” for purposes of this policy includes “automobile” and “equipment.”

Comment:

1. Vehicle Usage in General:

A. Employees may not drive vehicles for City business without the prior approval of their supervisor. Before approving a driver, the supervisor must check the employee's driving record, verify the existence of a valid driver's license, and make sure the employee is eligible for coverage under any applicable City insurance.

B. Employees holding jobs designated as requiring regular driving for business as a condition of employment must be able to meet the driver approval standards of this policy at all times. In addition, such employees must inform their supervisors of any changes that may affect their ability to meet the standards of this policy. For all other jobs, driving is considered only an incidental function of the position.

C. City vehicles will be assigned to those departments which have demonstrated a continuing need for them. Additional vehicles are maintained in a motor pool for use as needed. Rental cars also may be used by employees traveling out-of-town on City business, subject to supervisory approval.

D. Employees who need transportation in the course of their normal work may be assigned a City vehicle for their use. Employees who may be assigned a City vehicle include: City Administrator, Fire Chief, Community Development Director, Police Chief, Assistant Police Chief, Public Safety Services Director, Public Works Director, Recreation & Programs Division Manager, Operations and Maintenance Division Manager, Water Reclamation Division Manager, Sanitation Section Supervisor, Street Section Supervisor, Fleet Maintenance Supervisor, Waste Water Treatment Plant Supervisor, Finance & Business Operations Director, Park Section Supervisor, Traffic Operations Supervisor and Building Maintenance Supervisor. All other employees needing transportation for City business may use vehicles assigned to their department or those drawn from the motor pool. As a last alternative, when no City vehicles are available, employees may use their own vehicles for business purposes, but only with the prior approval of their supervisor.

E. Employees who drive a vehicle on City business must, in addition to meeting the approval requirements above, exercise due diligence to drive safely and to maintain security of

401: AUTOMOBILE, VEHICLE AND EQUIPMENT USAGE AND DRIVING POLICY

the vehicle and its contents. Drivers also must make sure that the vehicle meets any City or legal standards for insurance, maintenance, and safety. Employees are responsible for any driving infractions or fines as a result of their driving.

F. Employees are not permitted, under any circumstances, to operate a City vehicle, or a personal vehicle for City business, when any physical or mental impairment causes the employee to be unable to drive safely. This prohibition includes, but is not limited to, circumstances in which the employee is temporarily unable to operate a vehicle safely or legally because of illness, medication, or intoxication.

G. To the extent possible, employees should avoid use of cellular phones, mobile devices, DVD players, laptops, ear buds, head phones, or other electronic devices, while driving and operating City vehicles and equipment. When a cellular phone or mobile device must be used, employees should pull over to the side of the road until the call and/or message is completed. In the alternative, employees should use hands-free cellular phone or mobile devices. There shall be no texting or sending electronic messages by employees while driving and operating City vehicles and equipment.

H. There shall be no smoking in City vehicles.

I. Employees may not use City vehicles for non-business purposes except when such use is incidental to the business purpose such as when on or near the route of a business purpose, or for an authorized break, or with prior approval of the Department Director.

J. Employees driving on City business may claim reimbursement for parking fees and tolls actually incurred. In addition, employees driving City vehicles may claim reimbursement for gasoline, and other expenses directly incurred for business purposes. These claims shall be documented by presenting cash receipts to the Financial Services Division.

K. Employees must obtain approval from their Department Director to use their personal vehicles for approved business purposes. Upon approval, the employee shall be required to sign a waiver related to the use of the employee's personal vehicle for city business. Employees may be allowed mileage reimbursement, if applicable, upon approval by the Department Director (or City Administrator for directors). If mileage reimbursement is approved it will be equal to the Internal Revenue Service maximum mileage allowance for the use. If an employee is given a mileage allowance, the mileage shall be computed from the point of departure or the employee's work site, whichever is closest to the point of destination. Employees will not be reimbursed for any expenses incurred while driving personal vehicles to and from work. Mileage incurred while using the employee's personal vehicle for health care visits in connection with workers compensation, short or long term disability, or police and firefighter disability claims, are not considered city business for purposes of this policy.

L. Employees must report any accident, theft, or damage involving a City vehicle or a

401: AUTOMOBILE, VEHICLE AND EQUIPMENT USAGE AND DRIVING POLICY

personal vehicle used on City business to their supervisor and the Legal Services Division, regardless of the extent of damage or lack of injuries. Such reports must be made immediately or as soon as possible after the incident. Employees are expected to cooperate fully with authorities in the event of an accident. However, they should not make any statements other than in reply to questions of investigating officers. See Comment #4.

M. Time spent by nonexempt employees (those subject to the wage and hour provisions of the Fair Labor Standards Act) in driving a City or personal vehicle on City business during normal working hours (excluding traveling to and from work at the beginning and end of the workday) is considered hours worked for pay purposes.

N. Non-City employees are not authorized to drive City vehicles. Non-City employees may be a passenger in City vehicles for the purpose of conducting City business and with the prior approval of the Department Director. See also **403: Travel Policy**.

2. Traffic Citations and Operation of City-owned Vehicles:

Federal, State and local laws control traffic on the public roads. These laws control what drivers are required to do as they relate to moving traffic, safety and weights and measures when operating City vehicles. This policy is intended to ensure compliance with these laws and the safe handling and operating of City vehicles and to fix responsibility for the payment of traffic citations.

A. Management Responsibility:

- 1) The Directors of each department whose employees operate City-owned vehicles shall provide to their respective employees, who at any time operate City-owned vehicles, all equipment and training which is necessary to ensure the safe and lawful operation of all City-owned vehicles by such employees.
- 2) The Director of the Municipal Operations & Programs Department shall ensure that each City-owned vehicle which can only be operated by a person with a commercial driver's license (CDL) to be clearly marked in the driver's compartment of each vehicle. The Directors shall ensure that each vehicle subject to weight restrictions shall have the weight restrictions clearly marked in the driver's compartment of the vehicle and on the outside of the vehicle in a conspicuous place. This posting of the weight restriction shall constitute notice to all city employees that the vehicle shall at no time be operated on the public streets or highways in excess of the maximum gross weight restrictions marked in and on the vehicle. These Directors shall be responsible to advise all city employees in their respective departments that the operator of the vehicle is responsible for obeying all laws pertaining to the safe operation of the vehicle, for use of all required safety equipment, and for strict compliance with all laws or regulations pertaining to weight restrictions with respect to such vehicles. These

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Directors shall be responsible for informing all city employees in their respective departments that the operator of a vehicle is responsible for any fines, surcharges and court costs which are imposed as a result of any convictions for any traffic citations issued to the driver when the driver is operating a City-owned vehicle on the public streets or highways in violation of law or the provisions of this policy.

3) The Directors of each department shall ensure that all drivers of City-owned vehicles subject to gross weight restrictions shall be given the opportunity to weigh such vehicles prior to the vehicles being operated on public streets or highways. The weighing of vehicles shall include the use of portable scales, transfer station scales, or private scales at quarries or co-ops, prior to the vehicles being operated on the public streets or highways.

B. Supervisor & Mechanic Responsibilities:

1) All supervisors in the Department of Municipal Operations & Programs shall be responsible for training all drivers of City-owned vehicles in the proper method of weighing vehicles subject to weight restrictions, use of scales, and inspection of vehicles for safety and equipment violations.

2) No supervisor or mechanic shall knowingly allow a City employee to operate a City-owned vehicle in violation of the law. If a supervisor directs a driver to operate a City-owned vehicle knowing that such vehicle is in violation of the law, the supervisor shall be solely responsible for all fines, surcharges, and costs and any applicable legal fees resulting from such citations.

3) If a mechanic or supervisor knowingly permits a driver to operate a City-owned vehicle in violation of the law, such supervisor or mechanic shall be responsible, along with the driver, for all fines, surcharges, costs and any applicable legal fees resulting from such citation.

C. Driver Responsibilities:

1) Each City employee who operates any City-owned vehicle in the course of his or her duties as a City employee shall be properly licensed by the State of Iowa for the use of the specific vehicle being operated, including having a valid commercial driver's license (CDL), if applicable.

2) Each City employee shall obey all traffic laws and regulations at all times when operating any City-owned vehicle.

3) Each City employee shall conduct daily inspections of any City-owned vehicle prior to its use, with such inspection to be documented in accordance with

401: AUTOMOBILE, VEHICLE AND EQUIPMENT USAGE AND DRIVING POLICY

applicable departmental policies and procedures. Each City employee is responsible for immediately notifying his or her supervisor or mechanic of any equipment or safety malfunctions or defects in the vehicle which violate federal, state or local laws, prior to the vehicle being operated. If a city employee fails to conduct the required inspection or fails to report any malfunctions or defects, the employee shall be responsible for any fines, surcharges and costs, and any applicable legal fees, which result from citations issued for any such safety malfunctions or defects.

4) If a City employee is issued a citation for a traffic, over-weight or equipment violation, the employee shall immediately notify his or her supervisor of the issuance of the citation. The City reserves the right to impose disciplinary action, up to and including dismissal, for violations of this policy by any City employee. The facts and circumstances of each case shall be reviewed by management and the Risk Management Committee, along with the work record of the employee, in considering what appropriate disciplinary action should be taken with respect to such violation.

5) No City employee shall operate any City-owned vehicle in violation of weight restrictions which are marked in or on any City-owned vehicle. It shall be the responsibility of the driver to ensure that the vehicle is not operated on a public street or highway in excess of the legal weight limitations. Each City employee who operates a vehicle subject to weight limitations shall be responsible for weighing of the vehicle prior to operating the vehicle on a public street or highway, in order to ensure full compliance with all applicable laws. If a City employee is cited for a traffic violation or overweight violation, all fines, surcharges, court costs, along with any applicable legal fees, if any, shall be the responsibility of the operator.

6) A refusal by a City employee to operate a vehicle contrary to law shall not subject the employee to any disciplinary action.

7) Each City employee who operates City-owned vehicles, each mechanic who works on City-owned vehicles, and each supervisor having supervisory authority over City employees who operate vehicles, shall be required to acknowledge in writing that he or she has been given a copy of this policy, that the employee has been trained in conducting safety inspections, and has been given training necessary to ensure safe and lawful operation of all City-owned vehicles. For new employees, this policy shall be implemented with respect to such employee prior to that employee being directed to operate any City-owned vehicle.

401: AUTOMOBILE, VEHICLE AND EQUIPMENT USAGE AND DRIVING POLICY**3. Driving Record:**

The City is participating in a self-insured retention program for losses incurred as part of daily operations. One of the biggest areas of loss exposure is in vehicle operations. Driving City vehicles involves considerable responsibility and will be monitored accordingly. Drivers are expected to perform in a safe manner, and to maintain a current license and a good driving record that is deemed insurable. Driving habits off the job reflect an overall approach and a general attitude toward driving. Courts have held public entities liable for damages and injuries to third parties, if the jurisdiction knew or should have known that the employee was an unfit driver. This policy establishes both a pre-employment and an annual monitoring program of employee driving records.

A. Prospective employees who will be required to drive as part of their duties will have driving records reviewed as a condition of employment. Those required to have a chauffeur's license or commercial driver's license (CDL) must maintain the license as a condition of continued employment.

B. All employees will have their driving record reviewed on a calendar year basis. The review will examine the employee's driving history and determine insurability in conjunction with information provided by the City insurance advisor.

C. Employee driving records will be kept as part of the personnel file and shall be confidential. Exceptions to this will be in the case where department/division heads must counsel and alert employees as to the seriousness of their driving violations. Driving related training will be mandatory and training attendance records will be kept in employee personnel files.

D. Violations recorded during the period under review will be examined as to frequency and severity and will be handled as listed under the criteria for discipline section.

E. Any employee who must be licensed to drive as part of their essential job duties shall be subject to immediate discharge for the loss of driving privileges or the loss of insurability. Rulings on work permits will be made by Risk Management Committee. Employees must immediately report any loss of driving privileges or pending/potential loss of driving privileges to their supervisor. If it is in the City's best interest and if work conditions permit, employees may be given unpaid administrative leave for a maximum of 90-180 days until the employee is able to return to work with driving privileges restored. Employees on unpaid administrative leave for this purpose may use accrued benefit time off (vacation and compensatory time).

4. Motor Vehicle Accidents Discipline Policy:

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Driving City vehicles involves considerable responsibility and will be monitored closely. Drivers are expected to perform in a safe manner and to maintain a current license. Drivers must maintain a good driving record that is deemed insurable.

The purpose of this policy is to establish general guidelines for issuing discipline when accidents occur while employees are driving in the course of their duties.

A. All accidents, regardless of whether another person or vehicle is involved, must be immediately reported by the employee to their immediate supervisor.

B. All accidents that occur while an employee is on City business, regardless of whether employee was in a personal vehicle or City vehicle, must be reported by the employee to their immediate supervisor.

C. Employees must immediately call the police if:

- (1) The accident involves another person, either as a pedestrian, bicyclist, driver or passenger in a vehicle, regardless of the extent of the property damaged or whether there are any claimed injuries;
- (2) The accident involves damage to another person's property, regardless of the amount of damage;
- (3) The accident involves damage to City property if the amount of damage appears to be in the amount of \$1,000 or more.

D. Discipline, up to and including discharge, will be given depending upon the circumstances.

E. Factors to be considered include, but are not limited to:

- (1) Whether the accident or damage occurred in the normal course of the employee's job duties and is a result of carrying out those duties in a reasonable manner.
- (2) The extent to which the accident was preventable.
- (3) Whether other persons were placed in danger.
- (4) The employee's disciplinary history and driving record while employed with the City.
- (5) Whether safety rules were violated.
- (6) The extent to which the employee's actions constituted negligence,

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recklessness, inattentiveness or carelessness.

- (7) Whether a traffic ticket was issued is not a dispositive factor in determining whether discipline will be given.
- (8) Whether the accident was caused by unavoidable circumstances not under the control of the employee.
- (9) *The above statements are guidelines only when considering appropriate discipline. The City reserves the right to take appropriate action, up to and including discharge, when the conduct, behavior or reputation of the employee is such that the presence of the employee in the workforce is not in the best interest of the City.*

5. Volunteers, Elected and Appointed Officials Driving for City Business:

A. A volunteer or elected or appointed official for the City may be granted permission to use a City vehicle for City business under the following conditions:

- (1) The volunteer or elected or appointed official must be given permission by the Department Director or City Administrator, as the case may be.
- (2) Prior to driving a City vehicle the volunteer or elected or appointed official shall allow the City to make a copy of his/her driver's license and upon review the City determines the volunteer or elected or appointed official has an acceptable driving history.

B. A volunteer or elected or appointed official for the City may be granted permission to use his/her personal vehicle for City business under the following conditions:

- (1) The volunteer or elected or appointed official must be given permission by the Department Director or City Administrator, as the case may be.
- (2) Prior to driving a personal vehicle for City business the volunteer or elected or appointed official must provide the City with a copy of his/her insurance coverage; allow the City to make a copy of his/her driver's license to determine if the volunteer or elected or appointed official has an acceptable driving history; and sign a liability waiver.

C. The volunteer or elected or appointed official shall only drive for City business on assignments or duties directly authorized by the Department Director or City Administrator, as the case may be. Mileage reimbursement, if applicable, may be paid upon approval. The

401: AUTOMOBILE, VEHICLE AND EQUIPMENT USAGE AND DRIVING POLICY

terms of this Policy 401 referring to employees also apply to volunteers and elected and appointed officials unless by their context they obviously do not apply.

Amended	1/1/05	6/1/15
	7/1/06	7/18/16
	1/1/08	3/1/19
	2/13/12	
	11/12/12	
	1/6/20	

WAIVER AND INDEMNIFICATION AGREEMENT

I, the undersigned, _____, an employee of the City of Cedar Falls, Iowa (hereinafter “the City”), acknowledge that I am attending a convention or meeting at _____, _____, on the _____ day of _____, 201___. I understand that the City is paying for certain of the costs and expenses associated with my attendance at this meeting or convention. I also understand that it is the policy of the City that I should use a City-owned vehicle for transportation to and from this meeting or convention where at all possible. I further understand that the City is willing to provide a City-owned vehicle to this convention or meeting, but that I have requested permission to use my own private automobile for personal reasons, and that the City has agreed to reimburse me for the cost of said travel, if applicable.

In consideration of the City’s agreement to allow me to use my own private automobile for transportation, and to reimburse my mileage, I hereby release the City and its agents, officers, employees and insurers, from any and all liability to me and any of my passengers, arising out of the operation and use by me or my passengers of my private automobile for transportation purposes to and from the convention or meeting. For myself, and for any passengers claiming by, through or under me, and our respective assigns, I hereby waive the right to make any such claim against the City, its agents, employees, or insurers, for any damages arising out of the operation or use of my vehicle during the trip. I further agree to indemnify and hold the City, its agents, officers, employees and insurers, harmless against any claims, demands, costs of action and expenses which the City, its agents, officers, employees and insurers, may incur as a result of the operation and use of my private automobile for this trip, including, but not limited to, reasonable attorneys’ fees.

I hereby acknowledge that I have carefully read the foregoing Release and Indemnification Agreement, that I am voluntarily signing the same, and I acknowledge receipt of a copy hereof.

Dated this _____ day of _____, 20__.

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(Department Director signature)

(Employee signature)

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CEDAR FALLS PUBLIC VOLUNTEER DRIVERS FORM

I, the undersigned, _____ (name),
acknowledge that I have volunteered for the City of Cedar Falls, Iowa (hereinafter “the City”).

- I may need to use my own personal vehicle in the course of my volunteer work. In which case, I hereby release the City and its agents, officers, employees and insurers, from any and all liability arising out of my use of my personal vehicle for these volunteer activities. I hereby waive the right to make any such claim against the City, its agents, employees, or insurers, for any damages arising out of these volunteer activities. I further agree to indemnify and hold the City, its agents, officers, employees and insurers, harmless against any claims, demands, costs of action and expenses which the City, its agents, officers, employees and insurers, may incur as a result of my volunteer activities with my personal vehicle, including, but not limited to, reasonable attorneys’ fees.
- I verify that I am currently a licensed driver in the State of Iowa. I have provided the City with a copy of my driver’s license.
- I verify that I have proof of insurance on my vehicle. I have provided the City with a copy of my proof of insurance.

I hereby acknowledge that I have carefully read the foregoing Form, that I am voluntarily signing the same, and I acknowledge receipt of a copy hereof.

Dated this _____ day of _____, 20_____.

(Department Director signature)

(Volunteer signature)

501: INSURANCE BENEFITS

Policy:

It is the Policy of the City of Cedar Falls to provide eligible employees with certain insurance benefits. For specific details of benefits, employees are referred to the insurance plan documents. Provisions in plan documents take precedence over any statements in this policy.

Comment:

(1) **Health Insurance.** Health insurance is available to all full-time employees and their dependents (as defined by plan documents). The City may pay a portion of the premium and the employee will pay, via payroll deduction authorized by the employee in writing, the remainder of the premium. If, for any pay period, there are insufficient wages due and payable to the employee to cover the premium to be withheld, the employee must submit to the City, not later than the employees' normal payday, the amount of premium owed by the employee. If the premiums for such health insurance are increased, or decreased, the City reserves the right to alter the share of premium cost to be paid by employees. Prescription drug insurance is offered to employees covered by the health insurance plan. Health and prescription drug deductibles and co-insurance payments for dependents will be paid by the employee. Employee's health and prescription drug deductibles and co-insurance payments may be reimbursed pursuant to a §105 Plan and as determined by City Council and the collective bargaining process.

(2) **Life Insurance.** The City will purchase life insurance for eligible full-time employees which, in the event of the death of an employee while employed by the City, will provide a benefit of one times the employee's annual base wage. The City will pay the premium for eligible employees; however, the City reserves the right to alter or discontinue this benefit. Collective bargaining agreements govern this benefit for employees covered by the bargaining unit.

(3) **Accidental Death and Dismemberment Insurance.** The City will purchase Accidental Death Insurance and Accidental Dismemberment Insurance for eligible full-time employees. The City will pay the premium for eligible employees; however, the City reserves the right to alter or discontinue this benefit.

(4) **Long Term Disability Insurance.** The City will purchase long term disability insurance for eligible full-time employees which, in the event the employee is disabled from working, and otherwise qualifies for benefits, will pay a monthly benefit of a percentage of their monthly earnings subject to a maximum monthly benefit as provided for in the plan document. The City will pay the premium for eligible employees; however, the City reserves the right to alter or discontinue this benefit.

(5) **Dental Insurance.** Dental insurance is available to all full-time employees and their dependents (as defined by plan documents), when required minimum participation has been met. The employee shall pay the full cost of the premium via payroll deduction authorized by the employee in writing. If, for any pay period, there are insufficient wages due and payable to

501: INSURANCE BENEFITS

the employee to cover the premium to be withheld, the employee must submit to the City, not later than the employees' normal payday, the amount of premium owed by the employee. If the premiums for such dental insurance are increased, or decreased, the employee's premium will change to the new amount. Deductibles and co-insurance payments for the employee and dependents shall be paid by the employee.

(6) **Effective Dates of Coverage.** Coverage of an employee under the health insurance program shall commence thirty-one (31) days after the employee begins employment with the City. Coverage under life insurance and accidental death and dismemberment commences with the date of hire. Coverage under long-term disability insurance begins the first of the month following the date of hire. Coverage under life insurance, accidental death and dismemberment insurance and long-term disability insurance shall terminate upon date of termination of employment with the City. Health insurance coverage terminates upon the last day of the month in which employee terminates employment with the City. Termination within the meaning of this section does not terminate any benefit any employees may have under the law or as a retiree of the City.

(7) **Retirees Coverage.** Nothing in this Article shall be construed as preventing retired employees from voluntarily continuing in force, at their own expense, an existing contract for both the employees and their families for which they are qualified by law. Effective July 1, 2020, retirees will no longer be eligible for medical and prescription drug insurance and dental insurance coverage on the City's group plans upon reaching the age of 65 or becoming eligible for Medicare, whichever occurs first.

(8) **Scope of City Responsibility.** The City reserves the right to alter, modify or discontinue any of these insurance benefits at its sole discretion. Employees should review insurance plan documents for full details concerning participation, coverage, limitations and filing of claims. It is the employee's responsibility to file claims properly and promptly. The City is not responsible for or liable for the payment of any insurance benefits. The City's responsibility is limited to the payment of the necessary portion of premiums to purchase the insurance described in section (1) through (4). It has no liability for the failure or refusal of the insurance carrier to honor an employee's claim or to pay benefits and no such action on the part of the insurance carrier shall be attributable to the City. No dispute arising under or relating to Insurance Benefits shall be subject to the Grievance Procedures, except an allegation that the City has failed to pay any portion of the premium required to purchase the insurance coverage.

(9) **Workers' Compensation Benefits and City's Lien Against Third Parties.** The City shall have the right to a lien or a credit for all workers' compensation benefits paid to an employee that are the result of a third party's actions. Iowa law provides that the City is entitled to a credit or lien for any and all workers' compensation benefits against any payment received by an employee from a third party or its insurance carrier. If an employee receives any payments from a third party or their insurance carrier for injuries sustained while in the course of employment for the City, the employee must obtain written approval from the City prior to

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settlement of the claim with the third party. Employees who are contacted by a third party or its insurance company in order to negotiate a settlement of their claim must inform their supervisor, Department Director (or City Administrator if a director) and the City Attorney immediately.

Amended 1/23/12
 6/1/15
 3/1/19
 1/6/20

503: HOLIDAYS

Policy:

It is the policy of the City of Cedar Falls to designate and observe certain days each year as holidays. Eligible employees will be given a day off with pay for each holiday observed.

Comment:

- (1) The schedule of holidays the City will observe during each calendar year will be:
 - (a) New Year's Day;
 - (b) Good Friday;
 - (c) Memorial Day;
 - (d) Independence Day (July 4);
 - (e) Labor Day;
 - (f) Thanksgiving Day;
 - (g) Friday after Thanksgiving Day;
 - (h) Christmas Day;
 - (i) When Christmas Day falls on a Tuesday, Wednesday or Friday, Christmas Eve (December 24) will be observed as a holiday. When Christmas Day falls on Thursday the following Friday (December 26) will be observed as a holiday, and;
 - (j) Three (3) Floating Holidays (see Comment #9 for eligibility, pro-rating and usage).

(2) Full-time employees are eligible to receive their regular rate of pay for each holiday. Part-time employees working on a consistent year-round basis are eligible to receive holiday pay only for holidays outlined in Comments (1) (a) through (i) above. Holiday pay for these part-time employees will be paid on a pro rata basis, based upon the number of normal hours worked in a pay period. Part-time, non-union employees shall also receive three (3) floating holidays. Part-time, non-union employees' floating holiday benefits will be paid on a pro rata basis based upon the number of hours actually worked in the prior year computed as of the fiscal year. Part-time employees on lay-off are not eligible to receive holiday pay. Positions listed within the "Special Purpose & Seasonal Salary Schedule" and "Workshops/Sessions/Events Pay Plan" are not eligible for holiday pay benefits. In addition, as defined by policy **211: Temporary and Part-time Employees**, temporary

503: HOLIDAYS

and seasonal employees are not eligible for pro-rated holiday pay.

(3) To receive holiday pay, an eligible employee must be at work, or on an authorized absence, on the workdays immediately preceding and immediately following the day on which the holiday is observed. If an eligible employee is absent on one or both days because of illness or injury, the City reserves the right to verify the reason for the absence before approving holiday pay. (See **205: Medical Procedures**)

(4) A holiday that occurs on a Saturday or Sunday generally will be observed by the City on either the preceding Friday or following Monday.

(5) The City recognizes that some employees may wish to observe, as periods of worship or commemoration, certain days which are not included in the City's regular holiday schedule. Accordingly, employees who would like to take a day off for such reasons may be permitted to do so if the employee's absence from work will not result in an undue hardship on the conduct of the City's business and if the employee's supervisor approves. Employees may use accumulated days of paid absence or "floating" holidays on such occasions, or they may take such time off as an unpaid, excused absence.

(6) The City may schedule work on an observed holiday as it deems necessary. Normally, work on an observed holiday will be paid as if it were a regularly scheduled day. Employees scheduled to work on a holiday will be given the option of receiving pay for the hours worked for the day plus their holiday pay, or employees may take another "floating" holiday equivalent to the hours worked, with the prior approval of their supervisor, at another time during the same fiscal year. See **307: Overtime** Policy for holiday rates paid to employees not scheduled to work but called in to work on a holiday.

(7) Non-union police and public safety management shift employees assigned to 6-3 shifts will not observe the holidays outlined in Comments (1) (a) through (1) (j). Instead, these employees will observe the same number of holidays as "floating" holidays. However, the total number of such "floating" holidays shall not exceed eleven (11) in any fiscal year (90.75 hours).

(8) Non-union fire and public safety management shift employees assigned to 24 hour shifts will not observe the holidays outlined in Comments (1) (a) through (1) (j). Instead, these employees will observe seven (7) holidays per fiscal year as "floating" holidays (168 hours).

(9) If a non-union public safety management shift employee is reassigned to a different shift, entitlement to holidays is recalculated at the time of shift reassignment. Such employee's entitlement to holidays for the remainder of the fiscal year after reassignment is based upon the ratio that the number of holiday hours not taken prior to reassignment bears to the total number of holiday hours available in the fiscal year prior to reassignment. This ratio is applied to the total number of holiday hours available in the same fiscal year in the new assignment. If

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reassigned to non-shift, named holiday hours remaining in the fiscal year after reassignment shall be deducted from the total remaining holiday hours. For example, if a non-union public safety management shift employee was assigned to a 6-3 shift and used 33 floating holiday hours, and then was reassigned to a 24 hour shift, such employee would have 106.9 hours of floating holiday remaining during the same fiscal year ($90.75 - 33 = 57.75/90.75 = .636 \times 168$ hours = 106.9 hours after rounding). The same employee reassigned to non-shift on December 1 would have 24 floating holiday hours remaining, plus the remaining named holiday hours during the same fiscal year ($90.75 - 33 = 57.75/90.75 = .636 \times 88 = 55.968$, less 32 named holiday hours remaining in the fiscal year = 24 hours after rounding). For those non-union public safety management shift employees assigned to non-shift, total named holidays in a fiscal year may be as many as nine (9), depending upon the year as set forth in 1 (a) – (i) above. For purposes of this policy the term “non-union public safety management shift employees” includes battalion chiefs, fire captains, police captains, police lieutenants, public safety supervisor captains and public safety supervisor lieutenants.

(10) Floating holidays may be taken by eligible employees any time after six (6) months of employment and after receiving approval of the division manager. Floating holidays are pro-rated for eligible employees hired after the fiscal year begins. Eligible employees must take floating holidays on or after the date the fiscal year begins through the last day of the same fiscal year.

Carryover of floating holidays will not be permitted unless otherwise specified by union contract or if an employee is hired during the second half of the fiscal year and the employee will not meet the six (6) month employment requirement. In the latter case, the employee will be allowed to take their pro-rated floating holiday after he/she becomes eligible to take them, but must take them on or before the last day of the fiscal year in which they become eligible to take the pro-rated holiday. If hired during the month of December, floating holiday hours may be carried over if approved by the Department Director.

(11) Veteran’s Day is not a City observed holiday: City will comply with Iowa Code 91A.5A as follows:

- (a) Certain qualified veterans, if they otherwise would have been required to work on November 11, may be granted time off for that day unless it would impact public health or safety or would cause the City to experience significant economic or operational disruption. Such time off shall be without pay, but the qualified veteran may use paid benefit time other than sick leave to cover such absence.
- (b) The qualified veteran must provide written notice to the veteran’s supervisor of intent to take time off work at least 30 days prior to Veteran’s Day. If requested, the veteran must provide to the City a federal certificate of release or discharge from active duty, or similar documentation for determining the

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veteran’s eligibility.

- (c) The City shall notify the requesting veteran at least 10 days prior to Veteran’s Day whether or not the requested time off work will be granted.

Amended 7/1/06
 1/1/08
 1/23/12
 3/1/19
 1/6/20

504: EDUCATIONAL ASSISTANCE

Policy:

It is the Policy of the City of Cedar Falls to provide educational assistance to its employees in accordance with the guidelines established below.

Comment:

(1) Funding limitations may preclude the City from offering any educational assistance. The City reserves the right to alter, modify or discontinue this program at any time.

(2) Employees, to be eligible for educational assistance, must have regular full-time status and at least one year of service. Educational assistance related to the employee's present job and/or work related licensure or certification may be provided to any employee even in the first year of employment if approved by employee's manager and director. Decisions on whether to grant educational assistance will be determined on an individual basis.

(3) Eligible employees will be reimbursed or the City will directly pay for courses of study which the City determines are directly related to the employee's present job, are required to maintain work related licensure or certification, or which will enhance the employee's current work performance. These training and continuing education classes shall be approved by the employee's manager and director prior to attendance. In addition, the City is offering educational assistance that relates to the pursuit of a degree that may allow the employee potential for advancement to a position within the City and to which the individual has a reasonable expectation of advancing. In addition, courses or programs to be eligible for reimbursement must be offered by accredited institutions of learning or individuals, groups or organizations generally recognized as competent, authoritative and professional in their course offerings.

(4) Employees who want tuition related educational assistance shall complete the Tuition Assistance Approval Form and must receive a positive recommendation from the employee's manager and then obtain approval from the City's educational assistance committee before enrollment. Supervisors must note the funding for the assistance before making a positive recommendation.

(5) The City's educational assistance committee and supervisors normally are to consider the following factors in evaluating requests for educational assistance:

- (a) The nature and purpose of the course of study;
- (b) The benefits to be derived by the employee and the City;
- (c) The employee's level of responsibility and length of service;

504: EDUCATIONAL ASSISTANCE

- (d) The estimated cost;
- (e) Any potential lost time or productivity while the employee participates in the program; and
- (f) That adequate funding exists.

(6) In order to be reimbursed, the employee must successfully complete the course with a “C” or higher grade (or a “Passing” grade if a Pass/Fail class), and if the course recognizes successful completion with an acknowledgement, certificate, license or diploma, the same must be attained by the employee. In any case the employee shall be required to provide proof of successful completion. The City may choose to make payment directly to the person or entity offering the course rather than reimburse the employee.

(7) Employees may be required to enter into an agreement with the City which may impose conditions on reimbursement different than or in addition to those contained in this policy, at the sole discretion of the City.

(8) Employees seeking reimbursement for tuition related educational expenses must first submit a Tuition Reimbursement form that has been approved by their manager and director to the Department of Finance & Business Operations, a certified transcript of the grades and receipts for the expenses incurred. The City will then reimburse to the employee the applicable percentage of the cost of tuition, textbooks, registration, and laboratory and library fees. However, employees who take courses at the specific request or direction of management may be reimbursed for all costs in advance.

(9) Employees who are terminated during enrollment because of a reduction in force or job elimination will be reimbursed for the full amount of the costs incurred up to the date of termination. Employees who, prior to completing an approved course, voluntarily leave the City or are terminated for reasons other than those listed above will not be reimbursed for the expenses associated with the course.

(10) If, within 48 months of receiving any tuition reimbursement, an employee voluntarily terminates his/her employment, or if employment is terminated for any act or failure to act that is in contravention of law, City policies, or if in the judgment of the City the employee is deemed unsuitable or unfit for employment, then the employee shall repay the City for the tuition reimbursement. The amount repaid to the City will be prorated by month based on 48 months. For example, if an employee leaves employment 24 months after receiving the reimbursement, the employee will be required to repay the City 50% of the tuition reimbursement (24/48 months). The employee shall repay the City through a payroll deduction and/or personal check. The City may pursue repayment after the employee’s employment is terminated. The maximum amount of tuition related educational assistance the employee may apply for in a given

calendar year is \$5,250. This coincides with the maximum non-taxable amount of tuition reimbursement allowed under Federal Code. Employees should refer to state tax laws for taxability of educational assistance.

(11) Employees are expected under normal circumstances to schedule class attendance and the completion of study assignments outside of their regular working hours. (For educational leaves of absence, see **704: Leaves of Absence**.) It is expected that educational activities will not interfere with the employee's work, and unsatisfactory job performance during enrollment may result in forfeiture of educational assistance and termination of employment.

(12) Records of all educational programs completed by each employee will be maintained by the Department of Finance & Business Operations.

Amended 6/1/15
 3/1/19
 10/7/19
 1/6/20

505: SERVICE AWARDS

Policy:

It is the policy of the City of Cedar Falls to recognize extended service to the City by presenting service awards to eligible employees in accordance with the guidelines set forth below.

Comment:

(1) All full-time and part-time employees, and year-around special purpose employees are eligible to receive a service pin upon completion of five years of service and at the end of every five years of service after that.

(2) Service does not have to be continuous to count toward service credit for the award.

(3) The service award generally will be presented to the individual on the anniversary date of the employee's date of employment. If this date falls on a Saturday, Sunday, or holiday, the award will be presented on the next regularly scheduled workday.

(4) The Financial Services Division will be responsible for identifying those employees to be honored, notifying the mayor or other presenter, ordering the awards, and arranging for appropriate announcements of awards internally, and when appropriate, externally.

(5) All full-time and part-time employees, excluding special purpose and seasonal employees, are eligible to receive a watch upon the completion of fifteen (15) years of service. If an employee waives eligibility for a watch upon completion of fifteen (15) years of service, the employee may elect to receive a watch on or before the employee's retirement or resignation from employment.

(5) Police Department employees, upon retirement or resignation after at least fifteen (15) years of service, are eligible to receive free their badge mounted on a plaque.

(6) Tax consequences may occur with these service awards and are the sole responsibility of the employee.

Amended 11/12/12
 6/1/15
 1/6/20

506: VACATIONS

Policy:

It is the Policy of the City of Cedar Falls to grant annual vacations with pay to full-time and part-time, non-union employees, excluding seasonal and special purpose employees, according to the guidelines below. The provisions of any applicable collective bargaining agreement shall apply in place of the guidelines below.

Comment:

(1) Definitions. For purposes of this Policy the following terms shall be given the meanings ascribed to them as follows:

(a) “accrue” means to accumulate but not yet earn. Vacation accrues based upon the ratio that the number of days since date of hire or the most recent anniversary date bears to the total number of days of vacation to be earned on the next anniversary date, calculated on a daily basis.

(b) “earn” means to have available for use all accumulated vacation time. Vacation time is earned on the first anniversary after the date of hire, and on each anniversary date thereafter as provided in the guidelines below.

(2) **Vacation Time Earned:** Unless otherwise specified by Union contract, all full-time employees and part-time, non-union employees (other than seasonal and special purpose employees) will be granted vacations with pay on the following basis:

Completion of one year of service	Two work weeks
Completion of six years service	Three work weeks
Completion of twelve years service	Four work weeks
Completion of eighteen years service	Five work weeks

The number of weeks of vacation and the availability of those weeks may vary from the schedule above if other arrangements are made as a condition of employment as approved by the Department Director (or City Administrator if a director position). For employees with any other arrangements made as a condition of employment, the schedule above shall be adjusted so that an additional work week of vacation shall be added to the vacation already granted at the completion of six years, twelve years and eighteen years of service, up to a maximum of five total weeks of vacation. If a new employee leaves City employment for any reason and prior to the employee’s one-year anniversary date, any vacation time taken by the employee shall be paid back to the City in the form of a deduction from the employee’s final paycheck. New employees who leave City employment prior to their one-year anniversary shall also not receive any accrued vacation benefits on their final paycheck.

Part-time, non-union employees’ vacation benefits will be earned on a pro rata basis

506: VACATIONS

based upon the number of hours actually worked in the prior year computed as of their anniversary date. This calculation is as follows: actual hours worked/2080 hours per year. However, the maximum hours worked in the above calculation is 1508 even if the actual hours worked exceeds that amount.

Part-time, non-union employees whose status changes to full-time, non-union status shall be granted credit for all years of service in their part-time non-union positions for purposes of computing vacation time entitlement. Years of service as a part-time, union employee or special purpose/seasonal employee shall not be credited for purposes of computing vacation time entitlement.

(3) **Vacation Time Payment:** Vacation time earned will be figured on the basis of the employment year and shall include the total straight paid time the employee has worked for the City since the date of last employment anniversary. Unless otherwise specified in a Union contract, when an employee has completed the probationary period and has passed the employee’s one year anniversary date, but employment with the City is terminated for any reason, said employee shall be compensated for earned but unused vacation time as well as accrued vacation time on the basis of the number of vacation days accrued. Military duty will be figured as working time for calculating vacation accrual. (See **707: Military Leave.**) Employees may not use accrued, but unearned, vacation time prior to their anniversary date except when special circumstances warrant and as approved by the Division Manager and Department Director (or City Administrator if a director position). The City’s Risk Management committee may also approve the use of accrued, but unearned vacation time.

(4) **Non-union public safety management employees:**

(a) Non-union public safety management shift employees assigned to a 6-3 shift shall accrue and earn vacation as follows:

Completion of one year of service	2 work weeks (99 hours)
Completion of six years of service	3 work weeks (148.5 hours)
Completion of twelve years of service	4 work weeks (198 hours)
Completion of eighteen years of service	5 work weeks (247.5 hours)

(b) Non-union public safety management shift employees assigned to a 24 hour shift shall accrue and earn vacation as follows:

Completion of one year of service	6 tour days (144 hours)
Completion of seven years of service	9 tour days (216 hours)
Completion of twelve years of service	12 tour days (288 hours)
Completion of twenty years of service	15 tour days (360 hours)

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(c) If a non-union public safety management shift employee is reassigned to a different shift, entitlement to vacation is recalculated at the time of shift reassignment. Such employee's entitlement to vacation for the remainder of the year after reassignment is based upon the ratio that the hours of vacation remaining prior to reassignment bear to the total number of vacation hours available prior to reassignment. That ratio is applied to the total number of vacation hours available for the entire year in the new assignment. For example, a non-union public safety management shift employee assigned to a 6-3 shift who is in his or her 4th year of service and who has used 20 hours of vacation and is reassigned to a 24 hour shift is entitled to 108.9 additional hours of vacation for the remainder of the year ($99 - 24 = 75/99 = .756 \times 144 = 108.9$ hours after rounding). For purposes of this policy in the event of reassignment, entitlement to vacation shall not be reduced, even if years of completion of service would suggest fewer weeks in the employee's current shift.

(5) **Vacation Requests:** Employees will request vacation periods giving a first and second choice. Division Managers or Department Directors will respect wishes of the employees insofar as needs of the City and service will permit. Division seniority shall govern in the choice of vacation periods, provided such choice has been exercised between January 1st and March 30th annually. Vacations shall be limited to one-week increments unless otherwise approved by the Department Director.

(6) **Vacation Accumulation:** Vacation time shall not accumulate from year to year and annual leave must be used by the end of the employment year following the anniversary date on which it was earned, unless the application for vacation has been refused or the extension is approved as provided in Comment (7).

(7) **Vacation Carryover Guidelines:** Any carryover of vacation shall be administered as follows:

- (a) City Administrator, Directors, Managers, Police Captains, and Fire Battalion Chiefs: City Administrator, Department Directors, Division Managers, Public Safety Supervisor Captains, Police Captains, and Fire Battalion Chiefs may carryover one full year of earned vacation, for one year past the employee's anniversary date. If the vacation is unused following the end of the one-year period, the vacation will be voided.
- (b) All Other Employees: An employee may carryover up to five (5) work days or one workweek (49.5 hours if a 6-3 shift; 72 hours if a 24 hour shift) of vacation past the employee's anniversary date. If vacation is unused following the end of the three-month carry-over period, the vacation will be voided. Under unusual circumstances, such as certain serious medical conditions, and with the prior approval of the City's Risk

506: VACATIONS

Management Committee, extensions beyond those set forth in this subsection (b) may be allowed.

(8) **Maximum Paid Vacation Periods.** The maximum paid vacation leave an employee can take at any time cannot exceed five (5) times the number of workdays in the employee's workweek.

(9) **Minimum Vacation Requirements.** Vacations for periods of less than one-half (1/2) hour or as established by department policy, shall not be granted.

(10) **Approval of Vacation.** Requests for vacation days shall be submitted in writing to the Department Director or Division Manager and approved at least twenty-four (24) hours prior to the beginning of the vacation unless mutual agreement has been reached between the employee and the Department Director.

Amended 1/1/05
 7/1/06
 1/1/08
 11/25/13
 6/1/15
 7/18/16
 3/1/19
 1/6/20

704: LEAVES OF ABSENCE

Policy:

It is the policy of the City of Cedar Falls to grant employees extended leaves of absence under certain circumstances. Except as stated below, employees will not receive compensation during a leave of absence.

Comment:

(1) **Family and Medical Leave:** The City will comply with the provisions of the federal Family and Medical Leave Act (hereinafter referred to as "FMLA"). The Appendix to this policy outlines the FMLA's requirements, including the rights and obligations of employees, notification requirements, and the City's obligations.

General Provisions:

In accordance with the Family and Medical Leave Act, the City will grant unpaid family and medical leave to eligible employees for up to twelve (12) weeks per twelve (12) month period for any one or more of the following reasons:

- a. For incapacity due to pregnancy, prenatal medical care, birth of a child, or to care for such child after birth, or placement of a child with the employee for adoption or foster care; or
- b. In order to care for an immediate family member (spouse, child or parent) of the employee if such immediate family member has a serious health condition; or
- c. The employee's own serious health condition that makes the employee unable to perform the functions of his/her position.

Military Family Leave Entitlements:

Qualifying Exigency - Eligible employees with a spouse, child, or parent on covered active duty or call to covered active duty status may use their 12-week entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

Service Member Caregiver – FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability returned list, for a serious injury or illness*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any other time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing

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medical treatment, recuperation, or therapy for a serious injury or illness.*

*The FMLA definitions of “serious injury or illness” for current servicemembers and veterans are distinct from the FMLA definition of “serious health conditions”.

Eligibility:

To be eligible for family/medical leave, an employee must have at least 12 months of service and have worked at least 1,250 hours over the previous twelve (12) month period. Employees applying for and granted a family leave of absence are required to meet notification and documentation requirements as outlined further in this policy. Failure to meet these requirements may result in the denial or revocation of a family leave.

Definitions:

- a. “Twelve Month Period” will be calculated as the “rolling” twelve (12) month period measured backward from the date an employee uses any FMLA leave.
- b. “Spouse” includes all individuals in legal marriages as defined or recognized in a state where the individual was married (“place of celebration”), and includes individuals in same-sex and common law marriages. A spouse also includes a husband or wife in a marriage that was validly entered into outside of the United States if it could have been entered into in at least one state. If both spouses work for the City, and are both eligible for FMLA leave, you and your spouse will be limited to a combined total of twelve (12) weeks of FMLA leave in a twelve (12) month period for anyone or all of the following reasons: birth of a child or to care for the child immediately after birth; placement of a child with you for adoption or foster care, or to care for the child after placement; or to care for your parent with a serious health condition. This limitation does not apply in cases of leave to care for the serious health condition of your spouse or child, or because of your own serious health condition.
- c. “Child” means a child either under 18 years of age, or 18 years of age or older who is incapable of self-care because of a mental or physical disability. An employee’s “child” is one for whom the employee has day-to-day responsibility for care and includes a biological, adopted, foster or stepchild. The age limitation does not apply to employees applying for a FMLA military related leave.
- d. “Serious Health Condition” means an illness, injury, impairment or a physical or mental condition that involves:
 1. Inpatient (overnight) care in a medical care facility; or
 2. Continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee’s job, or prevents the qualified family member from participating in work, school, or regular daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar

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days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment; or

3. Incapacity (as defined above) due to a chronic condition that requires periodic (at least twice per year) visits to a healthcare provider for treatment; or
4. Incapacity (as defined above) due to pregnancy.

Other conditions may meet the definition of continuing treatment.

Intermittent or Reduced Leave:

An employee may take leave intermittently (a few days or a few hours at a time) or on a reduced leave schedule when medically necessary to care for an immediate family member with a serious health condition or because of a serious health condition of the employee. “Medically necessary” means that there must be a medical need for the leave and the leave can best be accomplished through an intermittent or reduced leave schedule. The employee may be required to transfer temporarily to a position with equivalent pay and benefits that better accommodates recurring periods of leave. The employee must make a reasonable effort to schedule treatment(s) so as not to unduly disrupt the City’s operations. If an employee requests reduced or intermittent leave, once the intermittent or reduced leave has been completed, the employee must be transferred back to the same position that the employee held prior to taking the FMLA leave or to an equivalent position. An employee may take leave intermittently or on a reduced leave schedule for birth or placement for adoption or foster care of a child only with the supervisor’s consent. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Employee Notice Requirement:

An employee is required to give thirty (30) days notice in the event of a foreseeable leave. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with the City’s normal call-in procedures. Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for FMLA leave that was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

An “Application for Family or Medical Leave” form should be obtained from the Financial Services Division, completed by the employee, signed by his/her supervisor and Department Director, and returned to the Financial Services Division for processing and forwarding of additional forms that may be required to complete as explained below.

Medical and Military Certifications and Return To Work Authorization

The employee must request FMLA leave, and the City may require the request be supported by a completed doctor’s/practitioner’s certification no later than fifteen (15) calendar days after applicable

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Department of Labor form(s) are provided for their own or a qualified family member's serious health condition. When an employee is on leave and information received by Financial Services staff deems it to meet FMLA criteria, the City may designate the leave as FMLA without receiving a FMLA leave request from the employee and without requiring the completion of the applicable medical certification form. When applicable, forms are available from and must be returned to Financial Services Division staff for review and processing. Military related leave requests require completion of the applicable Department of Labor form available from and returned to Financial Services staff.

For an employee's own medical leave, the City may require a second or third opinion at the City's expense, periodic reports on the employee's status, and a fitness-for-duty report. A release to duty from the employee's health care provider must be provided to the Financial Services Division prior to returning to work. If a fitness-for-duty appointment is deemed necessary by the City based on position duties, the employee will be asked to have a fitness-for-duty examination by a health care provider selected by the City, at the City's expense.

Response To Employees:

As a FMLA covered employer, the City will inform employees requesting leave whether they are eligible under FMLA. If they are, the notice will specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer will provide reason for the ineligibility. The City will also inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the City determines the leave is not FMLA-protected, the employer will notify the employee.

Effect on Benefits:

Taking FMLA leave will not result in loss of any employee benefits accrued prior to the date on which the leave began. Vacation, seniority and other accrued benefits will not accrue during an unpaid FMLA leave. Accrual of benefits for employees on intermittent leave or on a reduced work schedule may be calculated on a pro-rata basis in proportion to their work schedule.

Continuation of Health Insurance:

An employee on family/medical leave may remain a participant in the City's health insurance plan throughout the duration of the leave, as if actively employed. S/he will be required to pay the same cost of coverage as if actively at work. Employee contributions will be required either through payroll deduction or by direct payment to the City. The employee will be informed of the amount and method of payment at the beginning of the leave. Loss of insurance coverage may result if the premium amount is paid more than thirty (30) days late. If the employee misses a premium payment and the City pays the employee's contribution, the employee will be required to reimburse the City for the delinquent payment upon return from the leave. If an employee does not return to work, the City may require reimbursement for the share of the premiums it paid during the FMLA leave.

Return to Work:

An employee returning from leave taken under this provision is entitled to return to the position held when the leave began, if that position is vacant. If the position is not vacant, the employee must be returned to an equivalent position with equivalent benefits, pay and other conditions. Employees are

704: LEAVES OF ABSENCE

required to provide at least 72 hours advance notice of their return to work after such leave, unless this requirement is waived by the employee's supervisor and by the Financial Services Division.

FMLA and other leaves of absence:

Employees who are on any approved leave of absence, whether work related or not, who also qualify for FMLA leave shall be required to use FMLA leave concurrently with such other leave of absence.

(2) **Other Leaves of Absences:** Employees generally are eligible for leaves of absence if they have completed at least twelve months of service, or as specified by law. The granting and duration of each leave of absence and the compensation received by the employee, if any, during the leave of absence will be determined by the City in conjunction with applicable federal and state law and in accordance with the City's best interest. The following types of leaves will be considered:

- (a) **Pregnancy not covered under FMLA:** Pregnant employees who are not eligible for FMLA leave shall be granted a leave of absence for the period that the employee is disabled because of the pregnancy, childbirth or other related medical conditions, or for eight weeks as provided by Iowa law, whichever is less.
- (b) **Other sick leave not covered under FMLA:** See Policy **706: Sick Leave**
- (c) **Personal Leave of Absence:** Employees may be granted a leave of absence to attend to personal matters in cases in which the City determines that an extended period of time away from the job will be in the best interests of the employee and the City.
- (d) **Military Leave of Absence:** A military leave of absence will be granted if an employee is absent in order to serve in the uniformed services of the United States for a period of up to five years (not including certain involuntary extensions of service). Employees who perform and return from service in the Armed Forces, the Military Reserves, the National Guard, or certain Public Health Service positions will retain certain legislated rights with respect to reinstatement, seniority, layoffs, compensation, and length of service pay increases as required by applicable federal or state law. Employees will be protected against a loss of income as a result of participation in annual encampment or training duty in the U.S. Military Reserves or the National Guard. In these circumstances, the City will continue to pay an employee their normal straight-time pay on the job, as required and set forth in state law. (See **707: Military Leave**)
- (e) **Educational Leave of Absence:** Employees who want to continue their education in preparation for added responsibilities with the City may be granted an educational leave of absence, if in accordance with the City's best interest and at the discretion of management.
- (f) **Public Office Leave of Absence:** Employees who are candidates for municipal, county, state, or federal office shall be granted leave upon request for the period from 30 days or less prior to a contested primary, special or general election, until the day after the election. Employees who are elected or appointed to public office shall be granted leave

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for such public office upon request. Public office leaves of absence shall be without pay.

- (g) Bereavement Leave: Full-time and permanent part-time employees may be allowed up to five (5) working days absence with pay in case of the death of a member of the employee's immediate family. For the purpose of this policy "immediate family" includes the employee's spouse, brother, sister, father, mother, children, step parent, step children, step brother, step sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, and any person residing in the employee's household.

In the event of the death of a brother-in-law, sister-in-law, grandparent or grandchild of the employee or the employee's spouse, the employee is allowed up to three (3) working days absence with pay.

Bereavement leave absences are intended to include all travel. However, in circumstances involving unusually long traveling distances, department directors may extend bereavement absences up to three (3) additional days with pay.

To qualify for bereavement leave pay, an employee must be employed with the City for six (6) months preceding the first day of bereavement leave, and be eligible to receive regular earnings immediately preceding and following the bereavement period.

A Division Manager may approve bereavement leave for employees with less than six months of tenure.

Bereavement leave shall not be taken in less than one day increments.

Non-union public safety management shift employees shall be allowed bereavement leave as set forth in this policy regardless of the shift to which they are assigned. For purposes of this policy for such employees, the term "working days" means one calendar day regardless of the number of hours scheduled. Transfer of such employees while on bereavement leave shall not affect entitlement to such leave. For purposes of this policy the term "non-union public safety management shift employees" includes battalion chiefs, fire captains, police captains, police lieutenants, public safety supervisor captains and public safety supervisor lieutenants.

- (h) Workers' Compensation: Employees who are injured in the course of their employment with the City shall receive benefits and leave in accordance with Iowa Code Chapter 85 or as allowed under Risk Management Policy 2012-009.
- (i) Police/Fire Disability Leave: Eligible public safety department personnel may be granted leave for duty related conditions in accordance with Iowa Code Chapter 411.
- (3) Requests for a leave of absence or any extension of a leave should be submitted in writing to the employee's Department Director thirty days prior to commencement of the leave period, or as soon as is practicable. The final decision concerning the request will be made by the

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Department Director, after consultation with the Finance & Business Operations Department. All employees on approved leave are expected to report any change of status in their need for a leave or their intention to return to work to their Department Director.

- (4) Employees who are on an approved leave of absence may not perform work for any other employer during that leave, except when the leave is for military, public service, or otherwise as permitted by law.
- (5) Use of paid benefit time and other benefits while on leave:
 - a. Every employee on a sick leave or family care leave of absence will be required to use all floating holidays, vacation, compensatory time, sick leave/casual days, and sick days while on leave. Earned benefit time shall be used until exhausted. Use of accrued, but unearned vacation may then be used when special circumstances warrant and as approved. (See **506: Vacations**) If all benefit time has been exhausted, the employee may be subject to termination of employment.
 - i. Emergency response exception: Employees who require a medical absence for an injury arising out of service as a volunteer fire fighter or emergency medical responder during a period of an emergency response may choose to take the medical leave as unpaid up to a maximum of twelve (12) weeks; and shall not be required to use accrued paid leave (sick, vacation or comp time) for medical absence as a result of the injury. After twelve (12) weeks of unpaid leave the employee shall be required to take paid benefit time as defined in this section. The employee shall still be required to follow all other policies and rules of the City related to medical leave and FMLA.
 - b. Employees who are covered by the City's disability or workers' compensation insurance, and are therefore already receiving compensation, may not use any other paid leave.
 - c. Every employee on a personal or educational leave of absence will be required to use all compensatory time, floating holidays and vacation days while on leave. Earned benefit time shall be used until exhausted prior to the use of accrued, but unearned vacation.
 - d. Employees who are candidates for public office must use earned paid benefit time during the public service leave of absence. Employees who are elected or appointed to a position entitling them to a public service leave of absence may, if they choose, use earned paid benefit time during the leave. If earned paid benefit time is exhausted during a public office leave of absence, or if eligible employees choose not to use paid benefit time, the leave or remainder of the leave shall be without pay.
 - e. The City will provide health insurance and other benefits to employees on leave as required by law. No paid benefit time shall accrue during periods of unpaid leave and approved paid leave, unless otherwise specified by union contract.

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- f. Holiday pay (named and floating holidays) will be included for purposes of calculating FMLA leave time, unless prohibited by law.
 - g. Policies related to required use and carry over of paid benefit time shall apply when employees are on leaves of absence.
 - h. Availability of paid benefit time is no guarantee of continued employment.
- (6) Employees returning from a leave of absence will be reinstated to their same job or to an equivalent job with equivalent status and pay, if required by law. Employees who have taken personal, educational or public service leave cannot be guaranteed employment upon expiration of leave. Employees returning from a sick leave may be required to provide certification of their ability to perform the essential functions of their job, with or without reasonable accommodation and may be required to complete a fitness-for-duty examination or evaluation with the City's physician. Employees are required to provide at least 72 hours advance notice of their return to work after such leaves, unless this requirement is waived by the employee's supervisor and by the Financial Services Division. Employees returning from a military leave must also comply with all of the reinstatement requirements specified by federal law. If the same job or one of equivalent status and pay is not available as a result of a reduction in force, the employee will be treated in the same manner as though s/he were not on leave at the time of the reduction in force.
- (7) Employees who are unable to report for work because of arrest and incarceration will be placed on a special personal leave of absence. If the employee is unable to secure bail, the leave of absence will continue until final disposition of the charges. If the employee is freed on bail, a decision whether to allow the resumption of active employment pending disposition of the charges will be made by the employee's Department Director and the Director of Finance & Business Operations. They will determine whether reinstatement would be consistent with the City's needs and requirements. Likewise, when an employee is convicted of a crime, the employee's Department Director and the Director of Finance & Business Operations will determine if it is in the best interests of the City to allow resumption to active employment or termination.
- (8) If an employee fails to return to work at the conclusion of an approved leave of absence, including any extension of the leave, the employee will be considered to have voluntarily terminated employment.
- (9) Application forms are provided at the end of this policy for use with leaves of absence longer than two consecutive weeks, other than FMLA leave which requires an application form regardless of the length of such leave. These forms also may be obtained from the Financial Services Division. Application forms, other than for FMLA leave, must be completed by the employee and returned to the Financial Services Division at least seven (7) calendar days prior to commencement of a leave, absent unusual circumstances.

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Amended 1/1/05
7/1/06
1/1/09
4/09
1/23/12
2/13/12
11/12/12
11/25/13
6/1/15
3/1/19
1/6/20

704: LEAVES OF ABSENCE**APPENDIX:****EMPLOYEE RIGHTS AND RESPONSIBILITIES
UNDER THE FAMILY AND MEDICAL LEAVE ACT****Basic Leave Entitlement**

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son, daughter or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on a temporary disability retired list, for a serious injury or illness*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.*

*The FMLA definition of "serious injury or illness" for current servicemembers and veterans are distinct from the FMLA definition of "serious health condition".

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least 12 months, have

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1,250 hours of service in the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees'

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rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29 C.F.R. § 825.300(a) may require additional disclosures.

Other Provisions:

Salaried executive, administrative, and professional employees of the City who meet the Fair Labor Standards Act ("FLSA") criteria for exemption from minimum wage and overtime do not lose their FLSA-exempt status by using any unpaid FMLA leave. This special exception to the "salary basis" requirements for the FLSA's exemptions extends only to eligible employees' use of leave required by the FMLA.

Further Information: For more information, employees may contact the Financial Services Division.

706: SICK LEAVE

Policy:

It is the policy of the City of Cedar Falls to grant its full-time employees and part-time non-union employees (excluding seasonal and special purpose) paid sick leave during times of incapacitation for work in accordance with the procedures below.

Comment:

(1) Sick Leave Credited. Sick leave shall be earned by the employee as follows:

After first seven (7) days of employment	One (1) day
After thirty (30) days of employment	One (1) additional day
After each month of employment	One (1) additional day

At the end of the first year, thirteen (13) days shall have been earned. After the first year of employment, an additional one (1) day shall be earned for each additional month of employment. There is no limit on the accumulation of sick leave. Upon beginning employment, the employee shall be credited with the first year's sick leave of thirteen (13) days. If employment is terminated during the first year, any sick leave used above the amount earned shall be deducted from the employee's last paycheck.

Part-time, non-union employees' sick leave benefits will be paid on a pro rata basis based upon the number of hours actually worked in the prior year computed as of their anniversary date. Part-time, non-union employees' accrual of sick leave benefits will accrue on an annual basis rather than a monthly basis.

(2) Use of Sick Leave. Sick leave shall be used only for personal illness, personal injury, medical appointments with members of the medical profession, and an illness or injury of a member of the immediate family, which includes the following: the spouse, children, grandchildren, brothers, sisters, parents and grandparents of both the employee and spouse.

(3) Sick Leave/Benefit Notification. In the event of sickness or injury, the employee will receive straight time for each work day that said employee is sick to the extent of earned sick leave; but not more sick benefit per week than employee's pay for a normal work week. Sick leave is in no way to be construed as additional vacation time. Sick leave shall not be granted unless the supervisor or other persons as established by each department has been notified by not later than the starting time of the particular workday. Such notification should include a reason for the absence and an indication of when the employee is expected to return to work. If the supervisor is unavailable, the employee must contact the Division Manager or Department Director. If the employee is unable to notify the supervisor, Division Manager or Department Director, then the employee should contact the Personnel Specialist. Voice mail messages, text messages and emails are initially acceptable when personal contact cannot be made with a supervisor, Division Manager, Department Director, or Personnel Specialist, but the

706: SICK LEAVE

employee must continue to contact supervisors, managers and directors until the employee personally speaks to someone. Employees are required to personally notify unless emergency prevents personal notification. Employees are required to provide a telephone number where they can be reached when absent from work.

(4) Non-FMLA Extended Family and Medical Leave. An employee who is sick or injured and unable to work, or who has an immediate family member who is sick or injured and requires the care of the employee, or in the event of the birth of a child or placement with the employee of a child for adoption or foster care, which will result in absence from work for two consecutive weeks or more, may be granted a leave of absence if the employee does not qualify for FMLA leave, if work conditions and other circumstances permit. If the need for leave is foreseeable, the employee is required to provide at least thirty (30) days advance notice to the employee's supervisor of the need for leave. When such long term non-FMLA leave is unforeseeable, the employee must provide notice as soon as practicable and generally must comply with the City's normal call-in procedures until extended leave is granted. Approval for such leave must be granted by management and by the City's Risk Management Committee. An immediate family member for purposes of this policy means spouse, child or parent of the employee. Except for the birth of a child or placement with the employee of a child for adoption or foster care, an employee on extended family or medical leave shall provide as soon as practicable a certification from a health care provider stating that the condition prevents the employee from performing the essential functions of the employee's job, or if applicable, supporting the need for leave to care for the immediate family member. The length of any such leave will be governed by individual circumstances, but in no event shall such extended leave exceed twelve weeks in any twelve month period. At least 72 hours' notice is required in advance of the employee's return to work date, unless this requirement is waived by the employee's supervisor and by the Financial Services Division.

(5) Vacation and Sick Leave. If an employee is scheduled for vacation and becomes ill or injured to the extent they must seek medical attention, the employee may be allowed to switch vacation leave to sick leave, subject to Department Director approval and written documentation from a member of the medical profession.

(6) Use of Paid Benefits After Sick Leave is Exhausted. If any earned paid benefit time remains after sick leave benefits have been exhausted, such earned paid benefit time shall then be used until exhausted. Accrued but unearned vacation may then be used when special circumstances warrant and as approved (See **506: Vacations**).

(7) Substantiation of Sick Leave. At the discretion of the department head, sick leave covering a period in excess of two (2) working days must be substantiated by a written statement from a member of the medical profession, stating the nature of the sickness or injury, and that the employee is again physically able to perform their duties. (See **701: Attendance and Punctuality** and **205: Medical Procedures** Policies.)

706: SICK LEAVE

(8) Injury On-The-Job and Return to Work. Any employee who is injured on the job will not be allowed to return to work until the Legal Services Division is presented with a written statement from a member of the medical profession stating that the employee is able to perform the essential functions of the job as the same may be temporarily modified. All accidents and injuries must be reported to the employee’s supervisor immediately.

(9) Other Injuries/Illnesses and Return to Work. Employees who have had a non-occupational illness or injury will not be allowed to return to work unless the Legal Services Division is presented with a written statement from a member of the medical profession stating that the employee is able to perform the essential functions of the job as the same may be temporarily modified, depending upon the needs of the position and the nature and extent of any activity restrictions. Any temporary assignments under this policy must have the prior approval of the City’s Risk Management Committee. Employees may be required to complete a fitness for duty exam by the City’s health care provider before returning to work in any capacity. (See also **704: Leaves of Absence**).

(10) Abuse of Sick Leave. Employees who abuse sick leave shall be subject to discipline, up to and including termination.

(11) Sick Leave Accumulation and Accrual. (See **309: Severance Pay**.) No lump sum payment may be made for unused sick leave, except as provided in **309: Severance Pay**, to qualifying employees.

(12) Non-Union Public Safety Personnel. Non-union public safety management shift employees assigned to a 6-3 shift shall accrue and earn sick leave as follows: 8.25 hours for each month of employment on the shift. Non-union public safety management shift employees assigned to a 24 hour shift shall accrue and earn sick leave as follows: 24 hours for each month of employment on the shift. Non-union public safety shift management employees assigned to non-shift shall accrue and earn sick leave as follows: 8 hours for each month of employment on the non-shift. Sick leave accrual and earning is calculated or recalculated at the time of shift assignment and only completed months of employment are included in such calculation or recalculation. For purposes of this policy the term “non-union public safety management shift employees” includes battalion chiefs, fire captains, police captains, police lieutenants, public safety supervisor captains and public safety supervisor lieutenants. Use of sick leave shall be converted to hours regardless of the police or fire shift to which the non-union public safety management shift employees are assigned. Use of sick leave shall be as provided in this policy.

Amended 3/22/04
 1/1/05
 7/1/06
 6/1/15
 3/1/19
 1/6/20

805: MOBILE DEVICE ALLOWANCES

Policy:

It is the policy of the City of Cedar Falls to provide for the use of cellular telephones and other mobile devices by certain employees and elected officials.

Comment:

(1) Cell Phones and Other Mobile Devices:

- (a) This policy applies to cellular telephones and other mobile electronic devices capable of voice communication (“mobile devices”).
- (b) The City recognizes a substantial business reason for the use of mobile devices by certain City employees and City officials in the performance of their duties. Department Directors will determine which employees in their department require the use of mobile devices. It will be the responsibility of the Director to justify and budget for the use of mobile devices. The City Administrator will determine which City officials will be offered the use of mobile devices. All such devices shall be issued on a strictly non-compensatory basis.
- (c) The City will supply a City-owned mobile device to designated City management employees and City officials or will provide the designated employees and officials with a monthly allowance in their paycheck to offset the expense of a personal mobile device. The determination of which management employees and officials will be supplied with mobile devices and which will be provided a monthly allowance shall be made by the Department Director in consultation with the Financial Services Division.
- (d) As a condition of receiving a monthly allowance for use of a personal mobile device or for issuance of a City owned mobile device, the mobile number for such device shall be made available to the public in any manner the City deems necessary or appropriate.
- (e) Nothing in this policy shall be interpreted to require or allow non-exempt employees to monitor or use mobile devices for conducting City business while off work, unless permission is granted from the employees’ supervisor.

(2) Monthly Allowance:

- (a) The mobile device used will be the personal property of the employee or official and therefore the employee or official will be responsible for the capital cost of the device and the decision whether to carry insurance on the device at the employee or official's own expense. The employee or official, at his or her own expense, may add extra services or equipment features as desired.
- (b) The monthly allowance shall be in the amount set forth in the Accounting Policies & Procedures and Purchasing Manual. These employees and officials must be on call 24 hours, 7 days a week unless on authorized leave or vacation. If an employee or official who is provided a mobile device allowance chooses to turn the device off during off-duty hours or chooses to not answer the device, he or she may lose the allowance and discipline may occur.
- (c) Additional specified employees that have been designated by their Department Director, that are required to carry a mobile device due to the fact that they are heavy daily users, will also receive an allowance. This allowance shall be in the amount set forth in the Accounting Policies & Procedures and Purchasing Manual. These employees will be required to have the device on at all times for City business while at work and if on call, 24 hours, 7 days a week. If they do not have the device on or choose to not answer the device, they may lose their allowance and discipline may occur.
- (d) The allowance amount shall not exceed the actual cost the employee or official is paying for the employee's or official's cellular service.
- (e) The equipment allowance for each employee or official shall be in the amount set forth in the Accounting Policies & Procedures and Purchasing Manual. This equipment allowance can be used by the employee or official for the cost of the phone or the cost of accessories (chargers, belts, clips, etc.).
- (f) Employees and officials receiving the allowance will be allowed to make and receive personal calls on the mobile device since it is the employee's or official's personal property. However, these personal calls shall not interfere with work, as already provided by city policy.
- (g) A cellular telephone authorization form shall be completed by the employee and reviewed and signed by the Division Manager (if applicable) and Department Director. The completed form shall then be forwarded to the Controller/City Treasurer.
- (h) The allowance shall continue until the Controller/City Treasurer is notified in writing by the Department Director to discontinue the

allowance or until the time that the employee's employment with the City is terminated.

- (i) The employees and officials receiving the monthly allowance must notify his or her own supervisor and the Controller/City Treasurer each time the mobile device number or mobile device provider is changed.
- (j) Initially, the employee or official will be required to submit documentation verifying the mobile device number and the cost of the plan to ensure that the allowance does not exceed the cost of the plan amount. If an employee or official changes the device number, he or she shall be required to notify Financial Services immediately and provide the appropriate documentation.
- (k) On a periodic basis, the Financial Services Division will review the allowance amount to ensure that it is a reasonable. The allowance will be added to the second payroll of each month.

(3) Provided Mobile Devices:

- (a) Any City owned mobile device issued to City employees or City officials shall be used for City business only, and not for personal use other than in an emergency.
- (b) The City shall retain ownership of the issued mobile device, and the device may be subject to inspection, forensic examination, recall, or confiscation at any time. There should be no expectation of privacy whatsoever regarding any information contained on the device by those who are issued a City owned device. In addition, any information contained on the device may be subject to an open records request.
- (c) The employee or official who is issued the device may be responsible to reimburse the City for loss or theft of or damage to the device that occurs while issued to the employee or official, depending upon the circumstances, at the sole discretion of the Department Director or City Administrator.
- (d) Use of the device shall be subject to **806: *Technology Resources Acceptable Use***.
- (e) No changes to the operating system, programs, applications, service provider or any other changes to the mobile device's operation are allowed to be made to City owned devices without the express permission of the Department Director or City Administrator. Generally such changes, if any, will be made by or under the

supervision of the Information Systems Division of the City of Cedar Falls.

- (f) Issued mobile devices shall be returned to the Financial Services Division upon termination of employment for any reason.

Adopted: 6/1/15
Amended: 7/18/16
3/1/19
1/6/20

901: PERSONNEL RECORDS

Policy:

It is the Policy of the City of Cedar Falls to maintain personnel records for applicants, employees, and past employees in order to document employment related decisions, evaluate and assess policies, and comply with government record keeping and reporting requirements.

Comment:

(1) The City strives to balance its needs to obtain, use and retain employment information with each individual's right to privacy. To this end, it attempts to restrict the personnel information maintained to that which is necessary for the conduct of its business or which is required by federal, state or local law.

(2) The Legal and Financial Services Divisions are responsible for overseeing the record keeping for all personnel information and will specify what information should be collected and how it should be stored and secured.

(3) Employees have a responsibility to make sure their personnel records are up to date and should notify the Financial Services Division in writing of any changes in at least the following:

- (a) Name;
- (b) Address;
- (c) Telephone Number;
- (d) Marital status (for benefit and tax withholding purposes only);
- (e) Number of dependents;
- (f) Addresses, telephone number, and social security numbers of dependents and spouse or former spouse (for insurance purposes only);
- (g) Beneficiary designations for any of the City's insurance, disability, and pension plans; and
- (h) Persons to be notified in case of emergency.

In addition, employees who have a change in the number of dependents or marital status must complete a new Form W-4 for income tax withholding purposes if the change results in a decrease in the number of dependents.

901: PERSONNEL RECORDS

(4) Employees may inspect their own personnel records and may copy, but not remove, documents in the file. Such an inspection must be requested in writing to a Personnel Specialist and will be scheduled at a mutually convenient time. Records deemed to contain sensitive or confidential management plans or information may be excluded from the inspection, and all inspection must be conducted in the presence of a Personnel Specialist. A reasonable charge, not to exceed the actual cost to the City and in accordance with the City's fee schedule, will be made for copies of records made by the employee. In the alternative, employees may inspect an electronic version of their personnel records, and if any pages of the personnel file are printed, the employee shall reimburse the City in accordance with the City's fee schedule for the actual costs of pages printed.

(5) Employees who believe that any file material is incomplete, inaccurate, or irrelevant may submit a written request to a Personnel Specialist that the files be revised accordingly. If such a request is not granted, the employee may place a written statement of disagreement in the file and pursue the matter further using the regular grievance procedure.

(6) Only supervisory and management employees who have an employment-related need-to-know for information about another employee may inspect the files of that employee. Such an inspection must be approved by a Personnel Specialist and will be recorded in the file inspected.

(7) Employees are to refer all requests from outside the City for personnel information concerning applicants, employees, and past employees to the Legal Division. The Legal Division normally will release personnel information only in writing and only after obtaining the written consent of the individual involved. Exceptions may be made to cooperate with legal, safety, and medical officials who have a need to know specific employee information. In addition, exceptions may be made to release limited general information, such as the following:

- (a) Employment dates;
- (b) Position held;
- (c) Location of job site; and
- (d) Pay rate.

(8) For purposes of health insurance, employees must notify the Financial Services Division in writing within 30 days of any changes in at least the following:

- (a) birth, adoption or placement for adoption of a child
- (b) divorce, legal separation, or annulment

- (c) employee's dependent child loses eligibility for health insurance coverage
- (d) employee loses eligibility for coverage under Medicaid or the CHIP program (hawk-I plan)
- (e) employee becomes eligible for premium assistance under Medicaid or CHIP

Amended 1/1/08
6/1/15
1/6/20

903: GRIEVANCE PROCEDURE

Policy:

It is the policy of the City of Cedar Falls that employees should have an opportunity to present their work-related complaints and to appeal management decisions through a dispute resolution or grievance procedure. The City will attempt to resolve promptly all grievances that are appropriate for handling under this policy.

Comment:

(1) An appropriate grievance is defined as an employee's expressed dissatisfaction concerning any interpretation or application of a work-related policy by management, supervisors, or other employees. Examples of matters that may be considered appropriate grievances under this policy include:

- (a) A belief that City policies, practices, rules, regulations, or procedures have been applied in a manner arbitrarily detrimental to an employee;
- (b) Treatment considered unfair by an employee, such a coercion, reprisal, harassment, or intimidation;
- (c) Alleged discrimination because of race, color, sex, age, religion, national origin, military status, or disability; and
- (d) Improper or unfair administration of employee benefits or conditions of employment such as scheduling, vacations, fringe benefits, promotions, holidays, job classification, pay band assignment, or seniority.

(2) Employees covered by a union contract may not utilize this grievance procedure to the extent the matter is addressed by the union contract and/or its grievance procedures.

(3) Employees should notify the City, in a timely fashion, of any grievance considered appropriate for handling under this policy. The grievance procedure is the exclusive remedy for employees with appropriate grievances. However, if an employee files a claim with the civil service commission based upon the same facts and circumstances, any grievance brought under this policy shall be immediately dismissed with no further action taken by the City.

(4) The grievance procedure has a maximum of four steps, but grievances may be resolved at any step in the process. Grievances are to be fully processed until the employee is satisfied, does not file a timely appeal, or exhausts the right to appeal. A decision becomes binding on all parties whenever the employee does not file a timely appeal or when a decision is made in the final step and the right to appeal no longer exists.

(5) Employees who believe they have an appropriate grievance shall proceed as follows:

903: GRIEVANCE PROCEDURE

- (a) **Step One** – Within five working days of the date of the event giving rise to the grievance, employee shall deliver the written grievance to the Division Manager. The written grievance shall explicitly outline the (1) facts and background of the grievance; (2) alleged violation by management; (3) denied action/resolution. The Division Manager shall, within five working days of receipt of the grievance, meet and discuss the grievance with the employee. The Division Manager shall provide a written response to the grievance within five working days of the meeting. (If the grievance is against the Division Manager, the grievance may be filed with the Department Director.)
- (b) **Step Two** – If the Division Manager’s decision fails to resolve the grievance, the employee may, within five working days of receipt of the Division Manager’s decision, file a written appeal with the Department Director. The Department Director shall, within five working days, meet and discuss the grievance with the employee. Within five working days of this meeting, the Department Director shall provide a written response to the employee. (If the grievance is against the Department Director, or if Step One was handled by the Department Director, the grievance shall be filed with the City Administrator.)
- (c) **Step Three** – Within five working days of receipt of the Department Director’s response, the employee may appeal the decision to the Grievance Panel. The Grievance Panel shall consist of the Mayor, the City Administrator, and all Department Directors, or the Department Director’s designated alternate, with the exception of the Department Director involved in the grievance. The Grievance Panel shall hold a hearing within 10 business days of receipt of the appeal, unless the time period is extended by the Grievance Panel for good cause. The Grievance Panel will take the necessary steps to review and investigate the grievance and will issue a written, final and binding decision based upon the majority vote of those Panel members who heard the appeal. If the grievance is filed by the City Administrator, it shall move directly to Step 4.
- (d) **Step Four** – Within five working days of receipt of the Grievance Panel’s response, the employee may appeal the decision to the Administration Committee of the City Council. The Administration Committee shall hold a hearing within fifteen business days of receipt of the appeal, unless the time period is extended by the Administration Committee Chair for good cause. The Administration Committee will take the necessary steps to review and investigate the grievance and will issue a written, final, and binding decision.

903: GRIEVANCE PROCEDURE

- (e) **Time frame for City response:** The time frame for the City's response shall normally be five working days unless the City elects to extend the time frame in which to respond. The grieving party will be notified of any necessary time extensions.
- (f) **Closed Session:** The grievance hearing in Step Four may be closed pursuant to Iowa Code § 21.5(1)(i). The closed session will only be held upon an affirmative public vote of either two-thirds of the members of the body or all the members present at a meeting. A closed session may be held only to the extent it is necessary to evaluate the professional competency of an individual whose appointment, hiring, performance or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session.

(6) The Finance & Business Operations Department will provide training and support to supervisors, managers, and department directors in dealing with employee grievances. In addition, employees should be encouraged to consult with the Finance & Business Operations Department, their supervisors, or other members of management, on a less formal basis regarding employee complaints or disputes when appropriate.

(7) Final decisions on grievances will not be precedent-setting or binding on future grievances unless they are officially stated as City policy. When appropriate, the decisions will be retroactive to the date of the employee's original grievance.

(8) Information concerning an employee grievance is confidential. Supervisors, managers, department directors, and other members of management who investigate a grievance are to discuss it only with those individuals who have a need to know about it or who supply necessary background information or advice.

(9) Time spent by employees in grievance discussions with management during their normal working hours will be considered hours worked for pay purposes.

(10) Employees are not to be penalized for proper use of the grievance procedure. However, it is not considered proper procedure if an employee raises grievances in bad faith or solely for the purpose of delay or harassment, or repeatedly raises meritless grievances. Implementation of the grievance procedure by an employee does not limit the right of the City to proceed with any disciplinary action that is not in retaliation for the proper use of the grievance procedure.

(11) The City may, at its discretion, refuse to proceed with any complaint it determines is improper under this policy.

903: GRIEVANCE PROCEDURE

Amended 7/1/06
 6/1/15
 3/1/19
 1/6/20

**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 Robert M. Green and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: January 2, 2020

SUBJECT: Hartman Reserve Educational Partnership

The City of Cedar Falls, along with several other communities in the area, partner annually with Hartman Reserve Nature Center to provide public outreach and education programs related to improving water quality and stormwater run-off. These programs help students and visitors to Hartman Reserve understand the importance of improving water quality in urban areas as it helps to protect the environment and preserve our local natural resources for continued public recreational use and enjoyment.

The City of Cedar Falls' annual contribution for 2020-2021 is \$1,626.57, which is paid for out of the Stormwater Fund. This program helps the City meet the Public Education and Outreach requirement of our National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) permit.

Attached is the proposed contract.

Engineering requests your approval of this contract.

If there are any questions, please feel free to contact me.

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

Contracted Education Proposal

July, 9 2019

This proposal is between Black Hawk County Conservation Board (BHCCB) and the Cities of Cedar Falls, Elk Run Heights, Evansdale, Hudson, Raymond and Waterloo.

Black Hawk County Conservation's Hartman Reserve Nature Center will partner with the cities of Cedar Falls, Elk Run Heights, Evansdale, Hudson, Raymond and Waterloo to organize and conduct storm water education sessions. This effort will occur under the direction of city staff and BHCCB. Education sessions will occur throughout FY 2020 (July 1-June 30) consisting of school groups, field trips, public programs, and summer camps.

Overview

- BHCCB will provide a wide range of hands on water quality and storm water themed programs to classrooms, and visitors to the Nature Center who come for school trips, summer camps, as well as public and private programs.
- This program will allow the participating municipalities to remain in compliance with their DNR issued NPDES (National Pollutant Discharge Elimination System) general permit #2, which contains a public education and outreach program requirement.
- The partnership provides a cost effective way for the surrounding communities to meet the federal requirements.
- Programs can include; stream table lessons which demonstrate the watershed concept and provides appropriate lessons on the forces of erosion. Live animal exhibits where children get to meet some of the animals that depend on clean water, while learning how water quality affects them. Fishing/canoeing/kayaking where we teach a lifelong appreciation of recreational activities that are directly impacted by water quality. These activities and many more are available to teachers, child care centers and the public.
- This initiative will help BHCCB build additional water quality lessons into existing programs and curriculum as well as allow us to provide new and innovative programs.

Project Coordination

BHCCB will provide program planning, set up, equipment, maintenance and storage of equipment, along with billing and registration. Reports will be submitted at the end of FY2020.

Staff

BHCCB has two full time naturalists who plan, organize and implement education programs for children and adults. These staff will lead the watershed education initiative.

Budget

The incorporation of water quality lessons into existing programs, city specific programs, and cost share matching from each of the participating municipalities allows this to be a cost effective education program. BHCCB staff program budget: \$5,504.00

City	Population	Min. Contribution	% of total	Cost share by pop.	Cost share including min. contribution
Waterloo	68366	\$250.00	57.95%	\$2,320.31	\$2,570.31
Cedar Falls	40566	\$250.00	34.38%	\$1,376.57	\$1,626.57
Evansdale	4770	\$250.00	4.04%	\$161.76	\$411.76
Hudson	2353	\$250.00	1.99%	\$79.68	\$329.68
Raymond	795	\$250.00	0.68%	\$27.24	\$277.24
Elk Run Heights	1133	\$250.00	0.96%	\$38.44	\$288.44
Total	117,983	\$1,500.00	100%	\$4004.00	\$5,504.00

Deliverables

BHCCB will provide field trips, classrooms, and visitors with hands on water quality themed programs that will meet the required education component of the Iowa DNR MS -4 Storm water mandate. FY2019 over 3,300 individuals received this instruction. BHCCB will track the numbers and provide a final report at the end of the year or when requested.

Invoice:

BHCCB will invoice the cities at the beginning of FY2020 and it will be payable within 60 days.

 7-16-19

Black Hawk County Conservation/HRNC, Amy Davison



City of Waterloo, Mayor Quentin Hart

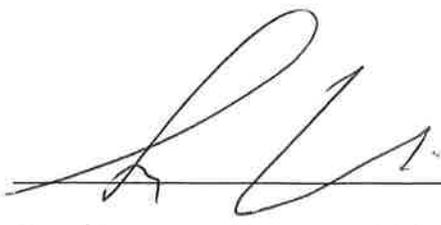
City of Cedar Falls, Mayor Jim Brown

City of Evansdale, Mayor Doug Faas

 12/2/19

City of Hudson, Mayor George Wessel

City of Elk Run, Mayor Tim Swope

 12/5/19

City of Raymond, Mayor Gary Vick

Contracted Education Proposal July 1, 2019

A Partnership between Black Hawk County Conservation (Hartman Reserve) and the City of Cedar Falls. Education sessions will occur throughout FY2020 and consist of public programs, school programs and special events.

Overview:

- Full-Day Field Trip for North Cedar School
- Public Program at Cedar Falls Library
- Paddling at Big Woods Lake

Project Coordination

Black Hawk County Conservation staff will provide program planning, set-up, as well as equipment and supplies needed for activities and events.

Staff: BHCCC employs two full-time naturalists who will plan, organize and implement outdoor education programs for children and adults.

Deliverables

We would like to change the way that we are providing services to your residents. Beginning Fiscal year 2020 we will provide the public with hands on water quality themed lessons and activities. We will continue to serve your cities population through our summer camps where we served approximately 87 individuals from Cedar Falls in 2018-2019. Conservation will continue to work with Cedar Falls Schools to provide field trips where we served 751 elementary and middle school students from the Cedar Falls Schools. We will also continue our public programs both at Hartman and around the Cedar Valley community, which are open to all of your community members.

Black Hawk County Conservation will provide a report of the educational activities along with numbers of program participants by May 30.

Invoice:

BHCCB will invoice the city of Cedar Falls at the beginning of FY2020 and it will be payable within 60 days.


 _____ 7/1/2019
 Amy Davison, Nature Center Unit Manager, Black Hawk County Conservation Date


 _____ 10/28/19
 Storm Water Specialist City of Cedar Falls Date

**Please retain one copy of proposal for your records and return the second.


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 Robert M. Green and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: January 2, 2020

SUBJECT: Sands Addition
 Final Acceptance of Improvements
 Project No. SU – 173 – 3138

Construction work has been completed on the public improvements for Sands Addition. The project was designed by VJ Engineering, and has been completed in accordance with the project plans and the City of Cedar Falls standard specifications. The project was inspected by Clapsaddle Garber Associates.

The Engineering Division has reviewed and approved the project plans and specifications, inspected the project through the construction process, and has received and reviewed the project reports and certifications. The project documentation is in order and the project is complete and ready for City Council acceptance. Attached are copies of the maintenance bond from the developer, Jim Sands Construction, LLC, and the Sands Addition final plat.

Sands Addition has been constructed in reasonable compliance with the project plans and specifications. The Engineering Division recommends that the City Council approve and accept the public improvements for Sands Addition.

Matthew Tolan, EI, Civil Engineer II

January 2, 2020

Date

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

EXHIBIT "A"

Legal Description: (Doc. 2017-00006805)

Lot No. 6 as shown and designated in survey of Prairie Springs U.M.C. Minor Plat filed October 3, 1996 in 322 Misc 309 being a part of Lots Nos. 9 and 10 in Corning's Addition in Black Hawk County, Iowa and a part of the former Chicago Great Western Transportation Co. Railroad Right of Way.

FINAL PLAT SANDS ADDITION CEDAR FALLS, IOWA

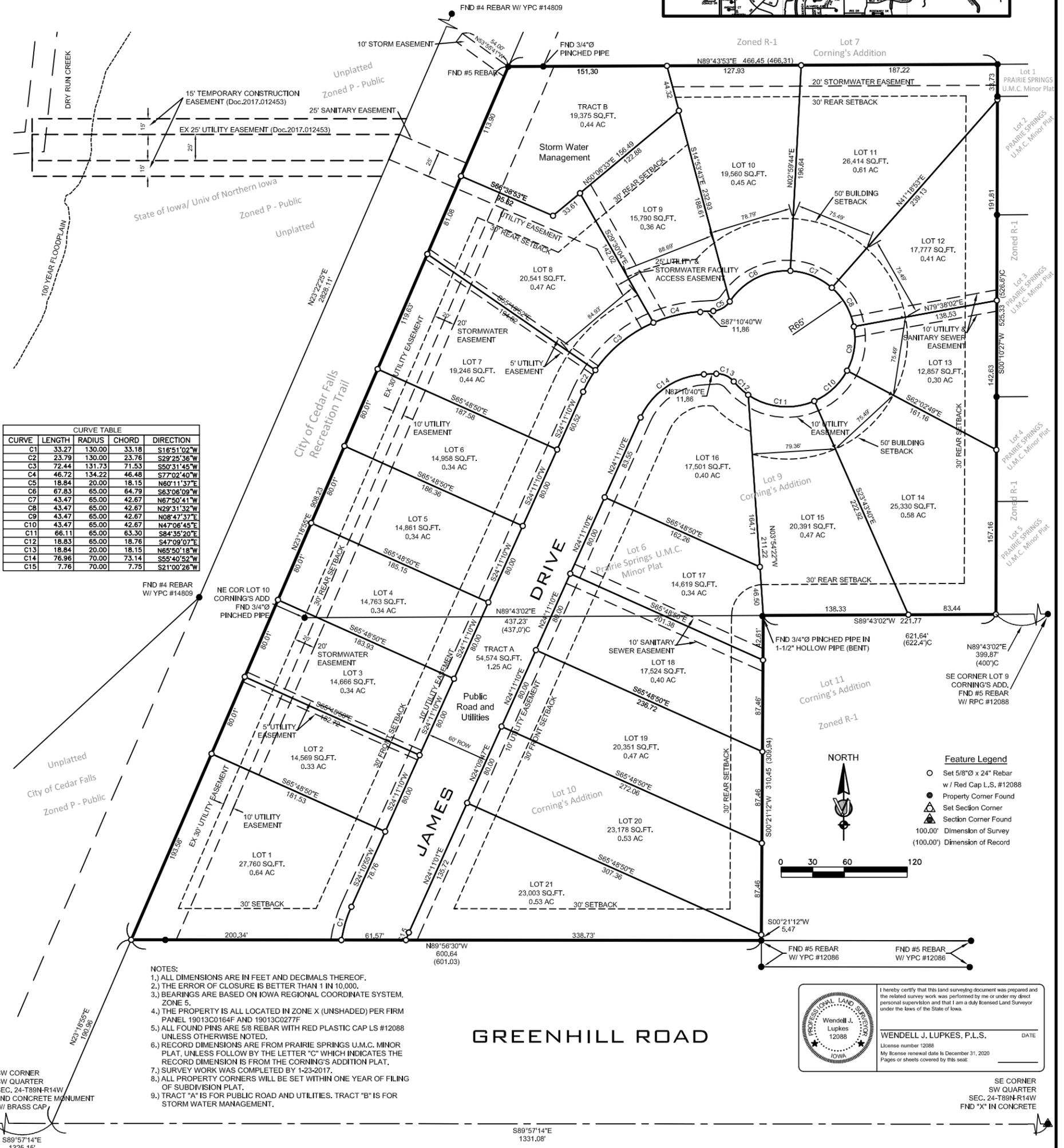
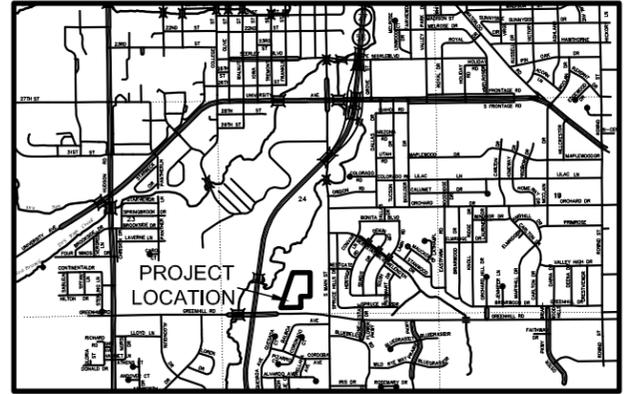
LEGAL DESCRIPTION: (Doc.2017.006905)

Lot No. 6 as shown and designated in survey of Prairie Springs U.M.C. Minor Plat filed October 3, 1996 in 322 Misc 309 being a part of Lots Nos. 9 and 10 in Corning's Addition in Black Hawk County, Iowa and a part of the former Chicago Great Western Transportation Co. Railroad Right of Way.

OWNER/ DEVELOPER:
JAMES SANDS
5722 TIMBER RIDGE RD
CEDAR FALLS, IA 50613

CURRENT ZONING:
R-1 ONE & TWO FAMILY RESIDENTIAL
FRONT SETBACK = 30 FT
REAR SETBACK = 30 FT
SIDE SETBACK = 10% LOT WIDTH

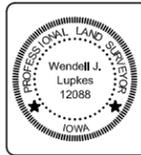
DEVELOPMENT AREA = 10.78 AC



CURVE	LENGTH	RADIUS	CHORD	DIRECTION
C1	33.27	130.00	33.18	S18°51'02"W
C2	23.79	130.00	23.76	S29°25'36"W
C3	72.44	131.73	71.53	S50°31'45"W
C4	46.72	134.22	46.48	S77°02'40"W
C5	18.84	20.00	18.15	N60°11'37"E
C6	67.83	65.00	64.79	S63°08'09"W
C7	43.47	65.00	42.67	N67°50'41"W
C8	43.47	65.00	42.67	N29°31'32"W
C9	43.47	65.00	42.67	N08°47'37"E
C10	43.47	65.00	42.67	N47°08'45"E
C11	66.11	65.00	63.30	S84°35'20"E
C12	18.83	65.00	18.78	S47°09'07"E
C13	18.84	20.00	18.15	N65°50'18"W
C14	76.96	70.00	73.14	S55°40'52"W
C15	7.76	70.00	7.75	S21°00'26"W

- NOTES:
- 1.) ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
 - 2.) THE ERROR OF CLOSURE IS BETTER THAN 1 IN 10,000.
 - 3.) BEARINGS ARE BASED ON IOWA REGIONAL COORDINATE SYSTEM, ZONE 5.
 - 4.) THE PROPERTY IS ALL LOCATED IN ZONE X (UNSHADED) PER FIRM PANEL 19013C0164F AND 19013C0277F
 - 5.) ALL FOUND PINS ARE 5/8 REBAR WITH RED PLASTIC CAP LS #12088 UNLESS OTHERWISE NOTED.
 - 6.) RECORD DIMENSIONS ARE FROM PRAIRIE SPRINGS U.M.C. MINOR PLAT, UNLESS FOLLOW BY THE LETTER "C" WHICH INDICATES THE RECORD DIMENSION IS FROM THE CORNING'S ADDITION PLAT.
 - 7.) SURVEY WORK WAS COMPLETED BY 1-23-2017.
 - 8.) ALL PROPERTY CORNERS WILL BE SET WITHIN ONE YEAR OF FILING OF SUBDIVISION PLAT.
 - 9.) TRACT "A" IS FOR PUBLIC ROAD AND UTILITIES. TRACT "B" IS FOR STORM WATER MANAGEMENT.

- Feature Legend
- Set 5/8"Ø x 24" Rebar w / Red Cap L.S. #12088
 - Property Corner Found
 - ▲ Set Section Corner
 - ▲ Section Corner Found
 - 100.00' Dimension of Survey (100.00') Dimension of Record



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

WENDELL J. LUPKES, P.L.S. DATE _____
License number 12088
My license renewal date is December 31, 2020
Pages or sheets covered by this seal: _____

SW CORNER SW QUARTER SEC. 24-T89N-R14W FND CONCRETE MONUMENT W/ BRASS CAP

SE CORNER SW QUARTER SEC. 24-T89N-R14W FND "X" IN CONCRETE

SURETY BOND NO. LICX1165829

MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, **Jim Sands Construction, LLC**, as Principal (hereinafter the "Principal") and **Lexon Insurance Company**, as Surety are held and firmly bound unto the **City of Cedar Falls, Iowa**, as Obligee (hereinafter referred to as "the City"), and to all persons who may be injured by any breach of any of the conditions of this Maintenance Bond (hereinafter referred to as "Bond") in the amount of **Seven Hundred Fifty One Thousand Six Hundred Fifty & 10/100******* dollars (\$ **751,650.10**), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

Whereas, prior to City Council approval of a final plat of a subdivided area, the Principal shall submit to the City Engineer this Bond to provide for the protection of the City against future liability for any and all defects in workmanship or materials and any conditions that could result in structural or other failure of all of the public infrastructure improvements required as part of final plat approval for a period of three (3) years from the date of acceptance of any required public improvement which is the _____ day of _____, _____; and

Whereas, the Principal represents that it has constructed and installed all required public infrastructure improvements as required as part of the final plat approval, to conform with approved construction plans which meet the design standards and technical standards established for such public improvements by the City and by Cedar Falls Utilities, and as shown on the approved construction plans and described in detail as follows:

Sands Addition, Greenhill Road, Cedar Falls, Iowa

Now therefore, it is expressly understood and agreed by the Principal and Surety in this Bond that the following provisions are a part of this Bond and are binding upon said Principal and Surety, to-wit:

1. MAINTENANCE: The Principal and Surety on this Bond hereby agree, at their own expense:
 - A. To remedy any and all defects that may develop in or result from work performed on the above described public infrastructure improvements required as part of final plat approval for a period of three (3) years from the date of acceptance of all required public infrastructure improvements, by reason of defects in workmanship or materials used in construction of said work;
 - B. To keep all work in continuous good repair; and
 - C. To pay the City's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the City all outlay and expense incurred as a result of Principal's and Surety's failure to remedy any defect as required by this section.
 - D. Following Principal and Surety's repair and construction of any failed infrastructure component or elements the City Engineer shall determine whether the three-year bond shall be renewed or extended beyond the original three-year bond period. In the event of major structural failures the maintenance bond shall be renewed if recommended by the

City Engineer for a new three-year period from the date of repair for that portion of the public improvements involved in the structural failure and repair

2. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
- A. That this Bond shall remain in full force and effect until the maintenance period is completed, whether completed within the specified three (3) year period or within an extension thereof, as provided in Section 1-D.
 - B. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the date of acceptance the right to sue on this Bond.
 - C. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the City including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the City's staff attorneys), and all costs and expenses of litigation as they are incurred by the City. It is intended the Principal and Surety will defend and indemnify the City on all claims made against the City on account of Principal's failure to perform as required in this Bond, that all agreements and promises set forth in this Bond will be fulfilled, and that the City will be fully indemnified so that it will be put into the position it would have been in had the infrastructure improvements been constructed in the first instance as required.
 - D. In the event the City incurs any "outlay and expense" in defending itself against any claim as to which the Principal or Surety should have provided the defense, or in the enforcement of the promises given by the Principal in the approved construction plans, or in the enforcement of the promises given by the Principal and Surety in this Bond, the Principal and Surety agree that they will make the City whole for all such outlay and expense, provided that the Surety's obligation under this Bond shall not exceed 125% of the penal sum of this Bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be the United States District Court for the Northern District of Iowa or the Iowa District Court for Black Hawk County, State of Iowa. If legal action is required by the City to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the City, the Principal and the Surety agree, jointly, and severally, to pay the City all outlay and expense incurred therefor by the City. All rights, powers, and remedies of the City hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the City, by law. The City may proceed against surety for any amount guaranteed hereunder whether action is brought against the Principal or whether Principal is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the approved construction plans and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond and the approved construction plans; second, if not defined in this Bond and the approved construction plans, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in

the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The approved construction plans are hereby made a part of this Bond.

Witness our hands, in triplicate, this 17th day of May, 2019.

Countersigned By:

Janet Willard
Signature of Agent

Janet Willard
Printed Name of Agent

Bond Brokers, Inc
Company Name

6160 N. Cicero Ave.
Company Address

Chicago, IL 60646
City, State, Zip Code

888-488-2663
Company Telephone Number

PRINCIPAL:

Jim Sands Construction, LLC
Principal

By: James V Sands
Signature
OWNER
Title

SURETY:

Lexon Insurance Company
Surety Company

By: [Signature]
Signature of Attorney-in-Fact

Craig Sherman
Printed Name of Attorney-in-Fact

Bond Brokers, Inc.
Company Name

6160 N. Cicero Avenue
Company Address

Chicago, IL 60646
City, State, Zip Code

888-488-2663
Company Telephone Number

NOTE:

1. All signatures on this Bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This Bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this Bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this Bond must be exactly as listed on the Certificate or Power of Attorney accompanying this Bond.

01262978-1\10283-000

STATE OF ILLINOIS (
(SS
COUNTY OF COOK (

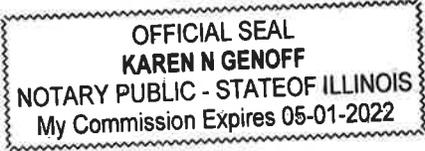
I, Karen N. Genoff A Notary of Public of Cook County, State of Illinois do Hereby Certify that Craig Sherman Attorney in Fact of Lexon Insurance Company Who is Personally Known to me to be the Same Person Whose Name is Subscribed to the Foregoing Instrument, Appeared Before Me This Day in person and Acknowledged That he Signed, Sealed, and Delivered Said Instrument, For and on Behalf of Lexon Insurance Company Incorporated in the State of Texas for the Uses and Purposes Therein Set Forth.

Given Under My Hand and Notarial Seal at My Office in Chicago, Illinois in Said County This

17th Day of May , 2019

My Commission Expires

[Handwritten signature of Karen N. Genoff]
NOTARY Karen N. Genoff



POWER OF ATTORNEY

ITEM 19.

LX- 1247

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that LEXON INSURANCE COMPANY, a Texas Corporation, with its statutory home office in Austin, Texas, does hereby constitute and appoint: Ted Sherman, Craig Sherman, Karen Genoff its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of LEXON INSURANCE COMPANY on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$5,000,000.00, Five Million Dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, LEXON INSURANCE COMPANY has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 22nd day of June, 2018.

LEXON INSURANCE COMPANY



BY [Signature] Brian Beggs President

ACKNOWLEDGEMENT

On this 22nd day of June, 2018, before me, personally came Brian Beggs to me known, who be duly sworn, did depose and say that he is the President of LEXON INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



AMY TAYLOR Notary Public- State of Tennessee Davidson County My Commission Expires 07-08-19

BY [Signature] Amy Taylor Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of LEXON INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this 17th Day of May, 2019.



BY [Signature] Andrew Smith Assistant Secretary

WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.


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 Robert M. Green and City Council
FROM: Brett Armstrong
DATE: December 26, 2019
SUBJECT: 2019 Bridge Maintenance Project
 City Project Number BR-000-3183
 Final Acceptance

The 2019 Bridge Maintenance Project is completed and ready for final acceptance. This seal coat project overlaid several existing city streets and parking lots. The project was under contract with Mintrun Inc. of Brooklyn, Iowa. Attached please find the following final documents:

- Final Pay Estimate (releases retainage)

The following documents have been received and reviewed by the Engineering Division and forwarded to the City Clerk's Office:

- | | |
|--|--|
| <p>A) <u>Suppliers:</u></p> <ul style="list-style-type: none"> - BMC Aggregates L.C. - ASPRO, Inc. | <p>B) <u>Contractors:</u></p> <ul style="list-style-type: none"> - Minturn Inc. - ASPRO, Inc (Subcontractor) - Service Signing L.C. (Subcontractor) |
|--|--|

This project was funded from the Street Construction Fund and amounted to total of \$194,020.44.

I certify that the public improvements for the 2019 Bridge Maintenance Project were completed in reasonable compliance with the project plans and specifications.

Brett Armstrong, Civil Engineer I

12/26/19

Date

xc: Chase Schrage, Director of Public Works
 David Wicke, P.E., City Engineer
 Lisa Roeding, CMFO, Controller/City Treasurer

2019 Bridge Maintenance Project
 CITY PROJECT NUMBER: BR-000-3183
 BID OPENING: APRIL 9, 2019
 DEPARTMENT OF PUBLIC WORKS
 ENGINEERING DIVISION

Final Pay Estimate

ITEM NO.	ITEM CODE	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICES	EXTENDED PRICES	INSTALLED UNITS TO DATE	VALUE COMPLETED	ITEM % COMPLETE
1	2010-108-1-0	SUBBASE, GANULAR 6 IN.	SY	321.7	\$ 15.00	\$4,825.50	324.7	\$ 4,870.50	101%
2	7010-108-A-0	PAVEMENT, PCC, 8 IN.	SY	106.7	\$ 130.00	\$13,871.00	106.7	\$ 13,871.00	100.00%
3	7010-108-G-0	CONCRETE MEDIAN, 6 IN.	SY	108.3	\$ 90.00	\$9,747.00	111.3	\$ 10,018.80	102.79%
4	7020-108-B-0	HMA OVERLAY, 3 IN.	SY	253.3	\$ 76.00	\$19,250.80	286.4	\$ 21,921.44	113.87%
5	7040-108-G-0	PAVEMENT REMOVAL	SY	321.7	\$ 50.00	\$16,085.00	324.7	\$ 16,236.00	100.93%
6	8010-108-A-0	TRAFFIC CONTROL	LS	1	\$ 14,480.00	\$14,480.00	1.0	\$ 14,480.00	100.00%
7	8010-108-B-0	TEMPORARY TRAFFIC SIGNAL	LS	1	\$ 10,000.00	\$10,000.00	1.0	\$ 10,000.00	100.00%
8	8020-108-B-0	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORN	STA	32.24	\$ 60.00	\$1,934.40	32.2	\$ 1,934.40	100.00%
9	8020-108-K-0	PAVEMENT MARKINGS REMOVED	STA	32.24	\$ 145.00	\$4,674.80	32.2	\$ 4,674.80	100.00%
10	2121-7425020	GANULAR SHLD, TYPE B	TON	75	\$ 35.00	\$2,625.00	75.0	\$ 2,625.00	100.00%
11	2301-0690220	BRIDGE APPROACH, SECONDARY ROADS	SY	106.7	\$ 225.00	\$24,007.50	106.7	\$ 24,007.50	100.00%
12	2401-6750001	REMOVALS,AS PER PLAN (STRUCTURE NO. 1)	LS	1	\$ 1,000.00	\$1,000.00	1.0	\$ 1,000.00	100.00%
13	2401-6750001	REMOVALS,AS PER PLAN (STRUCTURE NO. 12)	LS	1	\$ 1,000.00	\$1,000.00	1.0	\$ 1,000.00	100.00%
14	2401-6750001	REMOVALS,AS PER PLAN (STRUCTURE NO. 17)	LS	1	\$ 1,000.00	\$1,000.00	1.0	\$ 1,000.00	100.00%
15	2401-6750001	REMOVALS,AS PER PLAN (STRUCTURE NO. 28)	LS	1	\$ 1,000.00	\$1,000.00	1.0	\$ 1,000.00	100.00%
16	2401-6750001	REMOVALS,AS PER PLAN (STRUCTURE NO. 39)	LS	1	\$ 1,750.00	\$1,750.00	1.0	\$ 1,750.00	100.00%
17	2401-6750001	REMOVALS,AS PER PLAN (STRUCTURE NO. 49)	LS	1	\$ 1,000.00	\$1,000.00	1.0	\$ 1,000.00	100.00%
18	2413-0698074	DECK REPAIR, CLASS A	SY	47.5	\$ 350.00	\$16,625.00	47.5	\$ 16,625.00	100.00%
19	2413-1200100	NEOPRENE GLAND INSTALLATION AND TESTING	LF	34.5	\$ 100.00	\$3,450.00	34.5	\$ 3,450.00	100.00%
20	2414-6444100	STEEL PIPE PEDESTRAIN HAND RAILING	LF	14.4	\$ 650.00	\$9,360.00	14.4	\$ 9,360.00	100.00%
21	2426-672016	CONCRETE REPAIR	SF	3	\$ 450.00	\$1,350.00	4.7	\$ 2,115.00	156.67%
22	2533-4980005	MOBILIZATION	LS	1	\$ 18,600.00	\$18,600.00	1.0	\$ 18,600.00	100.00%
23	2599-9999009	INSTALL CF EXPANSION JOINTS	LF	514.1	\$ 20.00	\$10,282.00	514.1	\$ 10,282.00	100.00%
24	2599-9999010	FILL VOIDS AT CONDUIT	LS	1	\$ 1,000.00	\$1,000.00	1.0	\$ 1,000.00	100.00%
25	2599-9999010	ALUMINUM HAND RAIL WELD REPAIR	LS	1	\$ 1,200.00	\$1,200.00	1.0	\$ 1,200.00	100.00%
								\$194,020.44	102.05%
								\$190,118.00	

Matt Tolan
 Matt Tolan, El
 Civil Engineer II

Approved by Owner:

TOTAL WORK DONE TO DATE: _____
 PERCENT OF WORK DONE TO DATE: _____
 TOTAL PROJECT COST (BID): _____
 DEDUCTION: _____
 LESS PERCENTAGE RETAINED (5%): \$0.00
 LESS PREVIOUS PAYMENTS: \$184,319.42
 AMOUNT DUE THIS ESTIMATE: \$9,701.02

Signed: *Chris*
 Minturn Inc.

WAIVER AND RELEASE OF CLAIMS

Upon receipt by the undersigned of a check from Minturn, Inc. in the sum of ONE THOUSAND DOLLARS AND SEVENTY-FIVE CENTS (\$1,000.75) made payable to ASPRO, Inc. (Releasor) and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the Releasor has on the job of:

PROJECT: 2019 Bridge Maintenance Project

LOCATION: Cedar Falls, Iowa

This release covers the final payment to the Releasor for all labor, services, equipment or material furnished on the job, except for disputed claims for additional work in the amount of TWENTY THOUSAND FORTY-FIVE DOLLARS AND NINETY-SIX CENTS (\$20,045.96).

In addition, the Releasor represents and warrants: 1) that all persons or entities who have furnished or supplied material or labor, or both to or through Releasor as an employee, subcontractor, or materialman for improvement of the above described premises have been paid in full or will be paid in full from the proceeds received upon execution of this document, and that no claim has been asserted or exists for labor or material by the Releasor's employees, subcontractors, or materialmen; and 2) that Releasor has full authority to execute this document. Releasor indemnifies and agrees to hold harmless the owner, contractor, surety, if any, and lender, if any, for this project against any claim by Releasor, Releasor's employees, subcontractors, or materialmen for any breach of the representations and warranties in this document, and this obligation shall extend to and include any reasonable attorney's fees and costs incurred by the owner, contractor, surety, if any, and lender, if any, for this project as a result of any breach.

COMPANY NAME: ASPRO, Inc.

BY: *Brad Blough*

PRINTED NAME: Brad Blough

TITLE: V.P.

WAIVER AND RELEASE OF CLAIMS

Upon receipt by the undersigned of a check from Minturn, Inc. in the sum of THREE THOUSAND DOLLARS (\$3,000.00) made payable to SERVICE SIGNING, L.C. (Releasor) and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the Releasor has on the job of:

PROJECT: 2019 Bridge Maintenance Project

LOCATION: Cedar Falls, Iowa

This release covers the final payment to the Releasor for all labor, services, equipment or material furnished on the job, except for disputed claims for additional work in the amount of TWELVE THOUSAND DOLLARS (\$12,000.00).

In addition, the Releasor represents and warrants: 1) that all persons or entities who have furnished or supplied material or labor, or both to or through Releasor as an employee, subcontractor, or materialman for improvement of the above described premises have been paid in full or will be paid in full from the proceeds received upon execution of this document, and that no claim has been asserted or exists for labor or material by the Releasor's employees, subcontractors, or materialmen; and 2) that Releasor has full authority to execute this document. Releasor indemnifies and agrees to hold harmless the owner, contractor, surety, if any, and lender, if any, for this project against any claim by Releasor, Releasor's employees, subcontractors, or materialmen for any breach of the representations and warranties in this document, and this obligation shall extend to and include any reasonable attorney's fees and costs incurred by the owner, contractor, surety, if any, and lender, if any, for this project as a result of any breach.

COMPANY NAME: SERVICE SIGNING, L.C.

BY: 

PRINTED NAME: ALISON BAUBHER

TITLE: UP

Performance, Payment and Maintenance Bond

SURETY BOND NO. NIA2781

KNOW ALL BY THESE PRESENTS:

That we, Minturn, Inc., as Principal (hereinafter the "Contractor" or "Principal" and Merchants National Bonding, Inc. _____ as Surety are held and firmly bound unto CITY OF CEDAR FALLS, IOWA, as Obligee (hereinafter referred to as "the Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of **One Hundred Eighty-Six Thousand Seven Hundred and Ninety-Three Dollars and Zero Cents (\$186,793.00)**, lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the 19th day of August, 2019, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

2019 Bridge Maintenance Project Project BR-000-3183

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Owner from all outlay and expense incurred by the Owner by reason of the Contractor's default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Owner is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.
3. **MAINTENANCE:** The Contractor and the Surety on this Bond hereby agree, at their own expense:

- A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of 2 year (s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
- B. To keep all work in continuous good repair; and
- C. To pay the Owner's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Owner all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
- B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this bond shall then be released as to such excess increase; and
- C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- D. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Owner including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys fees (including overhead expenses of the Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Owner will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Owner incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Owner whole for all such outlay and expense, provided that the Surety's obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be in the Iowa District Court for Blackhawk County, State of Iowa. If legal action is required by the Owner to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Owner, the Contractor and the Surety agree, jointly, and severally, to pay the Owner all outlay and expense incurred therefor by the Owner. All rights, powers, and remedies of the Owner hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Owner, by law. The Owner may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Project No. BR-000-3183

Witness our hands, in triplicate, this 8th day of August, 2019.

Surety Countersigned By:

Tina Felderman
Signature of Agent

Tina Felderman
Printed Name of Agent

Arthur J. Gallagher Risk Management
Company Name

4200 Corporate Drive, Suite 160
Company Address

West Des Moines, IA 50266
City, State, Zip Code

515-309-6200
Company Telephone Number

FORM APPROVED BY:

Attorney for Owner

PRINCIPAL:

Minturn, Inc.
Contractor

By: [Signature]
Signature
President
Title

SURETY:

Merchants National Bonding, Inc.
Surety Company

By: [Signature]
Signature Attorney-in-Fact Officer

Abigail R. Mohr
Printed Name of Attorney-in-Fact Officer

Merchants National Bonding, Inc.
Company Name

P. O. Box 14498
Company Address

Des Moines, IA 50306
City, State, Zip Code

515-243-8171
Company Telephone Number

NOTE:

1. All signatures on this performance, payment, and maintenance bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.

MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Abigail R Mohr; John R Fay; Kent M Rosenberg; Mat DeGroot; Matthew R Fay; Michael L McCoy

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 13th day of March, 2018.

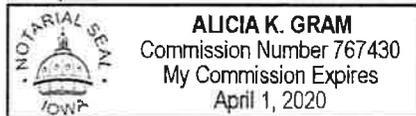


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this this 13th day of March 2018, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Alicia K. Gram
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 8th day of August, 2019.



William Warner Jr.
Secretary



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 Robert M. Green and City Council
FROM: Jon Fitch, PE, Principal Engineer
DATE: December 18, 2019
SUBJECT: Dry Run Creek Sanitary Sewer - Phase 2
Project No. SA-000-3136
Final Out

The Dry Run Creek Sanitary Sewer - Phase 2 project is complete and ready for final acceptance. The project involved the construction of approximately 4,000 lineal feet of sanitary sewer ranging from 15-inches to 36-inches in diameter. The project was under contract with S.M Hentges & Sons, Inc of Jordan, MN. Attached you will find the following final documents:

- Reconciliation of Final Quantities
- Final Payment Request (releases final retainage)
- Lien Waivers
- Copy of Maintenance Bond, S.M. Hentges & Sons, Inc

The following lien waivers have been received, reviewed by the Engineering Division and are on file with the City Clerk:

Table with 2 columns listing companies under 'S.M. Hentges & Sons, Inc:'. Left column includes Hobas Pipe USA, Inc, Core & Main LP, Forterra Pipe & Precast, L.B. Foster Company, American Cast Iron Pipe. Right column includes Boulder Contracting, Engineering Partners Int'l LLC, Hydro-Vac, Inc, Iowa Plains Signing, Lametti & Sons, Inc, Life Time Fence Company, Inc, Rice Lake Boring, Inc, Team Services, Soil-Tek.

After reconciliation of final quantities, the total project cost including all change orders is

\$3,788,834.28. This is \$64,477.92 under the original contract amount. This project was funded with Sewer Revenue Bonds.

I certify that the public improvements for the Dry Run Creek Sanitary Sewer Improvements – Phase 2 project was completed in reasonable compliance with the project plans and specifications.



Jon Fitch

12/30/2019

Date

xc: Chase Schrage, P.E., Public Works Director
David Wicke, P.E., City Engineer

**Change Order No. Five (5) - Final
Reconciliation of Final Quantities
City of Cedar Falls, IA
Dry Run Creek Sanitary Sewer Improvements Phase 2
12/4/2019**

Item No.	Description	Estimated & Bid Quantities		Unit	Unit Price	Final Quantity	Final Cost	Quantity Change	Cost Change	
		Est. Qty	Bid Qty							
BASE BID										
1.	Cleaning and Grubbing	1.00		LS	\$ 99,400.00	1.00	\$ 99,400.00	0.00	\$ 0.00	
2.	Topsoil, Onsite, Strip & Respread	7744.00		CY	2.50	7744	19,360.00	0.00	0.00	
3.	Excavation, Class 13	16325.00		CY	11.00	16343	179,773.00	18.00	198.00	
4.	Filling and Plugging of 15" Sanitary Sewer Pipe	255.00		LF	11.00	255	2,805.00	0.00	0.00	
5.	Filling and Plugging of 18" Sanitary Sewer Pipe	444.00		LF	12.00	444	5,328.00	0.00	0.00	
6.	Filling and Plugging of 33" Sanitary Sewer Pipe	3034.00		LF	32.50	1268	41,210.00	-1,766.00	(57,395.00)	
7.	Compaction Testing	1.00		LS	3,476.00	1	3,476.00	0.00	0.00	
8.	Rock Excavation	1037.00		CY	0.01	0	-	-1,037.00	(10.37)	
9.	Trench Foundation	702.00		TON	20.00	64	1,280.00	-638.00	(12,760.00)	
10.	Replacement of Unsuitable Backfill Material	1037.00		CY	0.01	0	-	-1,037.00	(10.37)	
11.	Special Pipe Encasement, Sanitary Sewer, 36"	210.00		LF	1,137.00	210	238,770.00	0.00	0.00	
12.	Trench Compaction Testing	1.00		LS	10,200.00	1	10,200.00	0.00	0.00	
13.	Supplemental Sheeting, Shoring & Bracing	1.00		LS	25,000.00	1	25,000.00	0.00	0.00	
14.	Dewatering	1.00		LS	25,000.00	1	25,000.00	0.00	0.00	
15.	Sanitary Sewer Gravity Main, Trenched, RCP, 15"	96.00		LF	84.00	96	8,064.00	0.00	0.00	
16.	Sanitary Sewer Gravity Main, Trenched, CCFRPPMP, 33"	47.00		LF	220.00	47	10,340.00	0.00	0.00	
17.	Sanitary Sewer Gravity Main, Trenched, CCFRPPMP, 36"	1540.00		LF	216.00	1540	332,640.00	0.00	0.00	
18.	Sanitary Sewer Gravity Main, Trenched, DIP, 36"	1924.00		LF	274.00	1924	527,176.00	0.00	0.00	
19.	Sanitary Sewer Crossing, 84" Storm Sewer Sanitary Sewer Gravity Main with Casing Pipe, Trenchless, CCFRPPMP Carrier, 36"	1.00		LS	6,000.00	1	6,000.00	0.00	0.00	
20.	Carrier, 36"	521.00		LF	2,035.00	521	1,060,235.00	0.00	0.00	
21.	Sanitary Sewer Gravity Main with Casing Pipe, Trenchless Through Solid Rock, CCFRPPMP Carrier, 36"	1.00		LS	0.01	1	0.01	0.00	0.00	
22.	Sanitary Sewer Cleanout	1.00		EA	2,300.00	1	2,300.00	0.00	0.00	
23.	Sanitary Sewer Bypass Pumping	1.00		LS	18,500.00	1	18,500.00	0.00	0.00	
24.	Ground Improvement	1.00		LS	0.01	1	0.01	0.00	0.00	
25.	Storm Sewer, Trenched, RCP, 15"	25.00		LF	60.00	66	3,960.00	41.00	2,460.00	
26.	Storm Sewer Removal, RCP, 15"	25.00		LF	12.00	66	792.00	41.00	492.00	
27.	Sanitary Sewer Manhole, Modified SW-301, 48"	2.00		EA	11,404.00	2	22,808.00	0.00	0.00	
28.	Sanitary Sewer Manhole, Modified SW-301, 60"	10.00		EA	12,111.00	10	121,110.00	0.00	0.00	
29.	Sanitary Sewer Manhole, Modified SW-301, 72"	1.00		EA	13,897.00	1	13,897.00	0.00	0.00	
30.	Sanitary Sewer Manhole, Modified SW-301, 84"	1.00		EA	20,107.00	1	20,107.00	0.00	0.00	
31.	Sanitary Sewer Manhole, Modified SW-301, 96"	1.00		EA	25,366.00	1	25,366.00	0.00	0.00	
32.	Drop Connection	1.00		EA	4,500.00	0	-	-1.00	(4,500.00)	
33.	Remove Manhole	14.00		EA	750.00	14	10,500.00	0.00	0.00	
34.	HMA Pavement Samples and Testing	1.00		LS	1.00	0	-	-1.00	(1.00)	
35.	Removal of Sidewalk and/or Shared Use Path (Trail)	1308.00		SY	5.00	1491	7,455.00	183.00	915.00	
36.	Shared Use Path/Sidewalk, PCC, 8' Wide, 5" Thick	33.00		SY	62.50	95.6	5,975.00	62.60	3,912.50	
37.	Shared Use Path, PCC, 10' Wide, 5" Thick	1198.00		SY	60.75	1269	77,091.75	71.00	4,313.25	
38.	PCC Sidewalk, 4"	49.00		SY	63.00	57.8	3,641.40	8.80	554.40	
39.	Full Depth HMA Patch	22.00		SY	55.00	0	-	-22.00	(1,210.00)	
40.	Traffic Control	1.00		LS	8,670.00	1	8,670.00	0.00	0.00	
41.	Install, Remove & Replace Signs	1.00		LS	800.00	1	800.00	0.00	0.00	
42.	Hydraulic Seeding, Fertilizing, and Mulch, Type 1 (Seed Mix)	5.20		AC	4,080.00	5.2	21,216.00	0.00	0.00	
43.	Hydraulic Seeding, and Fertilizing, Slope Mix	2.00		AC	1,683.00	2	3,366.00	0.00	0.00	
44.	Plants with Warranty, Trees	105.00		EA	382.00	105	40,110.00	0.00	0.00	
45.	SWPPP Management	1.00		LS	6,120.00	1	6,120.00	0.00	0.00	
46.	Filter Socks, 6"	1065.00		LF	1.74	2219	3,861.06	1,154.00	2,007.96	
47.	Filter Socks, Removal	1065.00		LF	0.21	1065	223.65	0.00	0.00	
48.	Temporary RECP, Type 3B	654.00		SQ	12.25	729.3	8,933.93	75.30	922.42	
49.	Rip Rap, Class E Revetment, 18" thick Sediment Trap Outlet, Installation, Removal of Sediment & Removal of Device	447.00		CY	62.00	447	27,714.00	0.00	0.00	
50.	Silt Fence	1.00		LS	600.00	1	600.00	0.00	0.00	
51.	Silt Fence	8745.00		LF	1.74	0	-	-8,745.00	(15,216.30)	
52.	Silt Fence, Removal of Sediment	8745.00		LF	0.21	0	-	-8,745.00	(1,836.45)	
53.	Silt Fence, Removal of Device	8745.00		LF	0.21	0	-	-8,745.00	(1,836.45)	
54.	Floating Silt Curtain (Hanging)	1.00		LS	7,500.00	1	7,500.00	0.00	0.00	
55.	Erosion & Water Discharge Control	1.00		LS	5,000.00	1	5,000.00	0.00	0.00	

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**Change Order No. Five (5) - Final
Reconciliation of Final Quantities
City of Cedar Falls, IA
Dry Run Creek Sanitary Sewer Improvements Phase 2
12/4/2019**

Item No.	Description	Estimated & Bid Quantities	Unit	Unit Price	Final Quantity	Final Cost	Quantity Change	Cost Change
BASE BID (CONT'D.)								
56 .	Chain Link Fence, Zinc Coated, 6'	1710.00	LF	18.00	1605	\$ 28,890.00	-105.00	(1,890.00)
57 .	Fence Removal	1595.00	LF	4.80	1180	5,336.00	-435.00	(2,001.00)
58 .	Temporary Fence	680.00	LF	15.25	468	7,137.00	-212.00	(3,233.00)
59 .	Mobilization	1.00	LS	213,444.16	1	213,444.16	0.00	0.00
60 .	Demobilization/Mobilization Due to Flooding	3.00	EA	1,000.00	0	-	-3.00	(3,000.00)
61 .	Concrete Washout	1.00	LS	1,000.00	1	1,000.00	0.00	0.00
62 .	Skate Park Restoration	1.00	LS	0.01	0	-	-1.00	(0.01)
63 .	Additional Sanitary Sewer Bypass Pumping	1.00	LS	67,000.00	1	67,000.00	0.00	0.00
64 .	Pipe Rehabilitation, Pipe Lining, CIPP, 36"	1352.00	LF	212.00	1347	285,564.00	-5.00	(1,060.00)
65 .	Additional Remove Manhole	1.00	EA	2,000.00	1	2,000.00	0.00	0.00
66 .	In-Situ Manhole Replacement, Cast-In-Place Concrete	7.00	EA	8,000.00	6	48,000.00	-1.00	(8,000.00)
67 .	Additional Removal of Sidewalk and/or Shared Use Path (Trail)	192.00	SY	4.00	107	428.00	-85.00	(340.00)
68 .	Shared Use Path, PCC, 9' Wide, 5" Thick	192.00	SY	64.50	107	6,901.50	-85.00	(5,482.50)
69 .	Additional Traffic Control	1.00	LS	3,000.00	1	3,000.00	0.00	0.00
70 .	Additional Install, Remove & Replace Signs	1.00	LS	350.00	1	350.00	0.00	0.00
71 .	Additional Hydraulic Seeding, Fertilizing, and Mulching, Type 1 (Seed Mix)	0.20	AC	4,080.00	0	-	-0.20	(816.00)
72 .	Additional Hydraulic Seeding and Fertilizing, Slope Mix	0.30	AC	1,683.00	0	-	-0.30	(504.00)
73 .	Additional SWPPP Management	1.00	LS	1,785.00	1	1,785.00	0.00	0.00
74 .	Additional Temporary RECP, Type 3B	120.00	SQ	12.25	162.2	1,986.95	42.20	516.95
75 .	Additional Silt Fence	1437.00	LF	1.74	0	-	-1,437.00	(2,500.37)
76 .	Additional Silt Fence, Removal of Sediment	1437.00	LF	0.21	0	-	-1,437.00	(301.77)
77 .	Additional Silt Fence, Removal of Device	1437.00	LF	0.21	0	-	-1,437.00	(301.77)
78 .	Additional Mobilization	1.00	LS	8,000.00	1	8,000.00	0.00	0.00
79 .	Additional Concrete Washout	1.00	LS	1,000.00	1	1,000.00	0.00	0.00
TOTAL - BASE BID						\$ 3,853,412.20	\$ 3,745,497.42	\$ (107,914.78)

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**Change Order No. Four (5) - Final
Reconciliation of Final Quantities
City of Cedar Falls, IA
Dry Run Creek Sanitary Sewer Improvements Phase 2
12/4/2019**

Item No.	Description	Estimated & Bid Quantities	Unit	Unit Price	Final Quantity	Final Cost	Quantity Change	Cost Change
CHANGE ORDER NO. 1								
C1-1	Construction Schedule Change	0	LS	\$ 0.00	0	\$ 0.00	0.00	\$ 0.00
TOTAL - CHANGE ORDER NO. 1						\$ 0.00		\$ 0.00
CHANGE ORDER NO. 2								
Materials and Labor necessary for sewer connection of Paw Park								
C2-1	restroom	0	LS	\$ 3,162.50	1.00	\$ 3,162.50	1.00	\$ 3,162.50
C2-2	University Full Depth PCC Repair	0	LS	\$ 3,465.84	1.00	\$ 3,465.84	1.00	\$ 3,465.84
TOTAL - CHANGE ORDER NO. 2						\$ 6,628.34		\$ 6,628.34
CHANGE ORDER NO. 3								
C3-1	Manhole Chemical Injection Grouting	0	EA	\$ 9,566.53	1.00	\$ 9,566.53	1.00	\$ 9,566.53
TOTAL - CHANGE ORDER NO. 3						\$ 9,566.53		\$ 9,566.53
CHANGE ORDER NO. 4								
C4-1	Segment 2 Additional Grading and Seeding Behind Hotel	0	LS	\$ 22,141.99	1.00	\$ 22,141.99	1.00	\$ 22,141.99
TOTAL - CHANGE ORDER NO. 4						\$ 22,141.99		\$ 22,141.99
CHANGE ORDER NO. 5								
C5-1	Quantity Reconciliation	1	LS	\$ (107,914.78)	1.00	\$ (107,914.78)	1.00	\$ (107,914.78)
TOTAL - CHANGE ORDER NO. 5						\$ (107,914.78)		\$ (107,914.78)
INCENTIVES/DISINCENTIVES								
Early Completion								
TOTAL - INCENTIVES/DISINCENTIVES						\$ 5,000.00		\$ 5,000.00
Reconciled Cost Total for Base Bid and Change Orders No. 1 through 5						\$ 3,788,834.28		

The change described herein is understood, and the terms of settlement are hereby agreed to:

By: *Justin Stanford* Date: 12/12/2019
 Engineer - Snyder & Associates, Inc. (approval recommended)

By: *Steve Clark* Date: 12/15/19
 Contractor - ~~Steve Clark and Sons~~ *SM Henrys + sons*

By: _____ Date: _____
 Owner - City of Cedar Falls

Conditional Waiver & Release Upon Final Payment

Upon receipt by the undersigned of a check from:

City of Cedar Falls

in the sum of \$ 60,291.44

Payable to: S.M. Hentges & Sons, Inc.

and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanics lien or bond right the undersigned has on the job of :

Dry Run Creek Sanitary Interceptor, Phase 2

This release covers the **FINAL** to the undersigned for all labor, services, equipment, or material furnished on the job. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Dated : 12/10/19 Company Name : SM Hentges & Sons Inc

By: 

Title: Business Director

Address: 650 Quaker Ave
Jordan, MN 55352

Phone: 952-492-5700

SCAW

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ITEM 21.

S.M. Hentges & Sons Inc., 650 Quaker Avenue, Jordan, MN 55352 Tel 952-492-5700 Fax 952-492-5705

Exhibit D/1

RECEIPT OF FINAL PAYMENT, WAIVER, AND INDEMNIFICATION AGREEMENT ("Claim Waiver")

The undersigned subcontractor ("Subcontractor") hereby acknowledges upon receipt of \$ 27,954.84 from S.M. HENTGES & SONS INC. ("Contractor"), as final compensation for labor, materials, supplies, equipment and facilities Subcontractor furnished to Contractor on the DRY RUN CREEK SANITARY SEWER IMPROVEMENTS, PHASE 2 Project ("Project").

In exchange for the receipt of such compensation and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Subcontractor: (a) waives the right to assert a mechanic's lien, payment bond claim, or any other lien or claim for compensation and/or damages with regard to the labor, materials, supplies, equipment and facilities it provided on the Project; (b) agrees to defend and indemnify Contractor, its surety, if any, the Owner, Design Professional, and their respective parents, subsidiaries and affiliates, and each of their respective officers, directors, employees, and agents, from any and all claims by Subcontractor, Subcontractor's sub-subcontractors, suppliers, employees and/or agents, of any tier, that they have not been paid for labor, materials, supplies, equipment and/or facilities furnished on the Project; and (c) acknowledges that this Claim Waiver supersedes any and all previous promises, understandings and/or agreements regarding the subject matter of this Claim Waiver and may not be changed unless such change is in writing and signed by an authorized representative of Contractor.

Subcontractor further agrees that Contractor shall be entitled to recover from Subcontractor all damages, costs, expenses and attorneys' fees incurred by Contractor in the event that Subcontractor breaches this Claim Waiver.

BOULDER CONTRACTING
(Name of Subcontractor)

By: Luca Kravits
(Name of individual)

Its: Pres.
(Individual's title)

AUG 22 2018

18-1001

ITEM 21.

S.M. Hentges & Sons Inc., 650 Quaker Avenue, Jordan, MN 55352 Tel 952-492-5700 Fax 952-492-5705

Exhibit D/1

RECEIPT OF FINAL PAYMENT, WAIVER, AND INDEMNIFICATION AGREEMENT ("Claim Waiver")

The undersigned subcontractor ("Subcontractor") hereby acknowledges upon receipt of \$ 0.00 from S.M. HENTGES & SONS INC. ("Contractor"), as final compensation for labor, materials, supplies, equipment and facilities Subcontractor furnished to Contractor on the DRY RUN CREEK SANITARY SEWER IMPROVEMENTS, PHASE 2 Project ("Project").

In exchange for the receipt of such compensation and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Subcontractor: (a) waives the right to assert a mechanic's lien, payment bond claim, or any other lien or claim for compensation and/or damages with regard to the labor, materials, supplies, equipment and facilities it provided on the Project; (b) agrees to defend and indemnify Contractor, its surety, if any, the Owner, Design Professional, and their respective parents, subsidiaries and affiliates, and each of their respective officers, directors, employees, and agents, from any and all claims by Subcontractor, Subcontractor's sub-subcontractors, suppliers, employees and/or agents, of any tier, that they have not been paid for labor, materials, supplies, equipment and/or facilities furnished on the Project; and (c) acknowledges that this Claim Waiver supersedes any and all previous promises, understandings and/or agreements regarding the subject matter of this Claim Waiver and may not be changed unless such change is in writing and signed by an authorized representative of Contractor.

Subcontractor further agrees that Contractor shall be entitled to recover from Subcontractor all damages, costs, expenses and attorneys' fees incurred by Contractor in the event that Subcontractor breaches this Claim Waiver.

Engineering Partners International LLC (Name of Subcontractor)

By: [Signature] (Name of individual)

Its: [Signature] (Individual's title)

S.M. Hentges & Sons Inc., 650 Quaker Avenue, Jordan, MN 55352 Tel 952-492-5700 Fax 952-492-5705

Exhibit D/1

RECEIPT OF FINAL PAYMENT, WAIVER, AND INDEMNIFICATION AGREEMENT ("Claim Waiver")

The undersigned subcontractor ("Subcontractor") hereby acknowledges upon receipt of \$ 0.00 from S.M. HENTGES & SONS INC. ("Contractor"), as final compensation for labor, materials, supplies, equipment and facilities Subcontractor furnished to Contractor on the DRY RUN CREEK SANITARY SEWER IMPROVEMENTS, PHASE 2 Project ("Project").

In exchange for the receipt of such compensation and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Subcontractor: (a) waives the right to assert a mechanic's lien, payment bond claim, or any other lien or claim for compensation and/or damages with regard to the labor, materials, supplies, equipment and facilities it provided on the Project; (b) agrees to defend and indemnify Contractor, its surety, if any, the Owner, Design Professional, and their respective parents, subsidiaries and affiliates, and each of their respective officers, directors, employees, and agents, from any and all claims by Subcontractor, Subcontractor's sub-subcontractors, suppliers, employees and/or agents, of any tier, that they have not been paid for labor, materials, supplies, equipment and/or facilities furnished on the Project; and (c) acknowledges that this Claim Waiver supersedes any and all previous promises, understandings and/or agreements regarding the subject matter of this Claim Waiver and may not be changed unless such change is in writing and signed by an authorized representative of Contractor.

Subcontractor further agrees that Contractor shall be entitled to recover from Subcontractor all damages, costs, expenses and attorneys' fees incurred by Contractor in the event that Subcontractor breaches this Claim Waiver.

Hydro- Vac. Inc

(Name of Subcontractor)

By: 

(Name of individual)

Its: President

(Individual's title)

SCAN 8042

SEP 19 2011 ITEM 21.

S.M. Hentges & Sons Inc., 650 Quaker Avenue, Jordan, MN 55352 Tel 952-492-5700 Fax 952-492-5705

Exhibit D/1

RECEIPT OF FINAL PAYMENT, WAIVER, AND INDEMNIFICATION AGREEMENT ("Claim Waiver")

The undersigned subcontractor ("Subcontractor") hereby acknowledges upon receipt of \$ 5,783.08 from S.M. HENTGES & SONS INC. ("Contractor"), as final compensation for labor, materials, supplies, equipment and facilities Subcontractor furnished to Contractor on the DRY RUN CREEK SANITARY SEWER IMPROVEMNETS, PHASE 2 Project ("Project").

In exchange for the receipt of such compensation and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Subcontractor: (a) waives the right to assert a mechanic's lien, payment bond claim, or any other lien or claim for compensation and/or damages with regard to the labor, materials, supplies, equipment and facilities it provided on the Project; (b) agrees to defend and indemnify Contractor, its surety, if any, the Owner, Design Professional, and their respective parents, subsidiaries and affiliates, and each of their respective officers, directors, employees, and agents, from any and all claims by Subcontractor, Subcontractor's sub-subcontractors, suppliers, employees and/or agents, of any tier, that they have not been paid for labor, materials, supplies, equipment and/or facilities furnished on the Project; and (c) acknowledges that this Claim Waiver supersedes any and all previous promises, understandings and/or agreements regarding the subject matter of this Claim Waiver and may not be changed unless such change is in writing and signed by an authorized representative of Contractor.

Subcontractor further agrees that Contractor shall be entitled to recover from Subcontractor all damages, costs, expenses and attorneys' fees incurred by Contractor in the event that Subcontractor breaches this Claim Waiver.

IOWA PLAINS SIGNING

(Name of Subcontractor)

By:

[Handwritten Signature]
(Name of individual)

Its:

Admin ASST
(Individual's title)

S.M. Hentges & Sons Inc., 650 Quaker Avenue, Jordan, MN 55352 Tel 952-492-5700 Fax 952-492-5705

Exhibit D/1

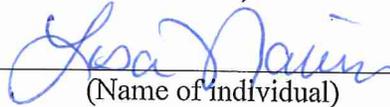
RECEIPT OF FINAL PAYMENT, WAIVER, AND INDEMNIFICATION AGREEMENT (“Claim Waiver”)

The undersigned subcontractor (“Subcontractor”) hereby acknowledges upon receipt of \$ 316,520.10 from S.M. HENTGES & SONS INC. (“Contractor”), as final compensation for labor, materials, supplies, equipment and facilities Subcontractor furnished to Contractor on the DRY RUN CREEK SANITARY SEWER IMPROVEMENTS, PHASE 2 Project (“Project”).

In exchange for the receipt of such compensation and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Subcontractor: (a) waives the right to assert a mechanic’s lien, payment bond claim, or any other lien or claim for compensation and/or damages with regard to the labor, materials, supplies, equipment and facilities it provided on the Project; (b) agrees to defend and indemnify Contractor, its surety, if any, the Owner, Design Professional, and their respective parents, subsidiaries and affiliates, and each of their respective officers, directors, employees, and agents, from any and all claims by Subcontractor, Subcontractor’s sub-subcontractors, suppliers, employees and/or agents, of any tier, that they have not been paid for labor, materials, supplies, equipment and/or facilities furnished on the Project; and (c) acknowledges that this Claim Waiver supersedes any and all previous promises, understandings and/or agreements regarding the subject matter of this Claim Waiver and may not be changed unless such change is in writing and signed by an authorized representative of Contractor.

Subcontractor further agrees that Contractor shall be entitled to recover from Subcontractor all damages, costs, expenses and attorneys’ fees incurred by Contractor in the event that Subcontractor breaches this Claim Waiver.

Lametti & Sons Inc
(Name of Subcontractor)

By: 
(Name of individual)

Its: CFO
(Individual’s title)

SEP 27 2018

ITEM 21.

S.M. Hentges & Sons Inc., 650 Quaker Avenue, Jordan, MN 55352 Tel 952-492-5700 Fax 952-492-5705

Exhibit D/1

RECEIPT OF FINAL PAYMENT, WAIVER, AND INDEMNIFICATION AGREEMENT ("Claim Waiver")

The undersigned subcontractor ("Subcontractor") hereby acknowledges upon receipt of \$ 1,953.81 from S.M. HENTGES & SONS INC. ("Contractor"), as final compensation for labor, materials, supplies, equipment and facilities Subcontractor furnished to Contractor on the DRY RUN CREEK SANITARY SEWER IMPROVEMENTS, PHASE 2 Project ("Project").

In exchange for the receipt of such compensation and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Subcontractor: (a) waives the right to assert a mechanic's lien, payment bond claim, or any other lien or claim for compensation and/or damages with regard to the labor, materials, supplies, equipment and facilities it provided on the Project; (b) agrees to defend and indemnify Contractor, its surety, if any, the Owner, Design Professional, and their respective parents, subsidiaries and affiliates, and each of their respective officers, directors, employees, and agents, from any and all claims by Subcontractor, Subcontractor's sub-subcontractors, suppliers, employees and/or agents, of any tier, that they have not been paid for labor, materials, supplies, equipment and/or facilities furnished on the Project; and (c) acknowledges that this Claim Waiver supersedes any and all previous promises, understandings and/or agreements regarding the subject matter of this Claim Waiver and may not be changed unless such change is in writing and signed by an authorized representative of Contractor.

Subcontractor further agrees that Contractor shall be entitled to recover from Subcontractor all damages, costs, expenses and attorneys' fees incurred by Contractor in the event that Subcontractor breaches this Claim Waiver.

LIFE TIME FENCE COMPANY, INC.

(Name of Subcontractor)

By: *Kate Ries*

(Name of individual)

Its: *owner*

(Individual's title)

S.M. Hentges & Sons Inc., 650 Quaker Avenue, Jordan, MN 55352 Tel 952-492-5700 Fax 952-492-5705

Exhibit D/1

**RECEIPT OF FINAL PAYMENT, WAIVER, AND
INDEMNIFICATION AGREEMENT ("Claim Waiver")**

The undersigned subcontractor ("Subcontractor") hereby acknowledges upon receipt of \$ 44,999.30 from S.M. HENTGES & SONS INC. ("Contractor"), as final compensation for labor, materials, supplies, equipment and facilities Subcontractor furnished to Contractor on the DRY RUN CREEK SANITARY SEWER IMPROVEMENTS, PHASE 2 Project ("Project").

In exchange for the receipt of such compensation and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Subcontractor: (a) waives the right to assert a mechanic's lien, payment bond claim, or any other lien or claim for compensation and/or damages with regard to the labor, materials, supplies, equipment and facilities it provided on the Project; (b) agrees to defend and indemnify Contractor, its surety, if any, the Owner, Design Professional, and their respective parents, subsidiaries and affiliates, and each of their respective officers, directors, employees, and agents, from any and all claims by Subcontractor, Subcontractor's sub-subcontractors, suppliers, employees and/or agents, of any tier, that they have not been paid for labor, materials, supplies, equipment and/or facilities furnished on the Project; and (c) acknowledges that this Claim Waiver supersedes any and all previous promises, understandings and/or agreements regarding the subject matter of this Claim Waiver and may not be changed unless such change is in writing and signed by an authorized representative of Contractor.

Subcontractor further agrees that Contractor shall be entitled to recover from Subcontractor all damages, costs, expenses and attorneys' fees incurred by Contractor in the event that Subcontractor breaches this Claim Waiver.

RICE LAKE BORING, INC.
(Name of Subcontractor)

By: Kiptel M. Swartz
(Name of individual)

Its: President/CEO
(Individual's title)

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SEP 10 2018

ITEM 21.

S.M. Hentges & Sons Inc., 650 Quaker Avenue, Jordan, MN 55352 Tel 952-492-5700 Fax 952-492-5705

Exhibit D/1

RECEIPT OF FINAL PAYMENT, WAIVER, AND INDEMNIFICATION AGREEMENT ("Claim Waiver")

The undersigned subcontractor ("Subcontractor") hereby acknowledges upon receipt of \$ 1173.21 from S.M. HENTGES & SONS INC. ("Contractor"), as final compensation for labor, materials, supplies, equipment and facilities Subcontractor furnished to Contractor on the DRY RUN CREEK SANITARY SEWER IMPROVEMENTS, PHASE 2 Project ("Project").

In exchange for the receipt of such compensation and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Subcontractor: (a) waives the right to assert a mechanic's lien, payment bond claim, or any other lien or claim for compensation and/or damages with regard to the labor, materials, supplies, equipment and facilities it provided on the Project; (b) agrees to defend and indemnify Contractor, its surety, if any, the Owner, Design Professional, and their respective parents, subsidiaries and affiliates, and each of their respective officers, directors, employees, and agents, from any and all claims by Subcontractor, Subcontractor's sub-subcontractors, suppliers, employees and/or agents, of any tier, that they have not been paid for labor, materials, supplies, equipment and/or facilities furnished on the Project; and (c) acknowledges that this Claim Waiver supersedes any and all previous promises, understandings and/or agreements regarding the subject matter of this Claim Waiver and may not be changed unless such change is in writing and signed by an authorized representative of Contractor.

Subcontractor further agrees that Contractor shall be entitled to recover from Subcontractor all damages, costs, expenses and attorneys' fees incurred by Contractor in the event that Subcontractor breaches this Claim Waiver.

TEAM SERVICES

(Name of Subcontractor)

By:

Jay Act

(Name of individual)

Its:

President

(Individual's title)

RECEIVED

DEC 09 2019

ITEM 21.

S.M. Hentges & Sons Inc., 650 Quaker Avenue, Jordan, MN 55352 Tel 952-492-5700 Fax 952-492-5705

Exhibit D/1

RECEIPT OF FINAL PAYMENT, WAIVER, AND INDEMNIFICATION AGREEMENT ("Claim Waiver")

The undersigned subcontractor ("Subcontractor") hereby acknowledges upon receipt of \$25,666.97 from S.M. HENTGES & SONS INC. ("Contractor"), as final compensation for labor, materials, supplies, equipment and facilities Subcontractor furnished to Contractor on the DRY RUN CREEK SANITARY SEWER IMPROVEMENTS, PHASE 2 Project ("Project").

In exchange for the receipt of such compensation and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Subcontractor: (a) waives the right to assert a mechanic's lien, payment bond claim, or any other lien or claim for compensation and/or damages with regard to the labor, materials, supplies, equipment and facilities it provided on the Project; (b) agrees to defend and indemnify Contractor, its surety, if any, the Owner, Design Professional, and their respective parents, subsidiarics and affiliates, and each of their respective officers, directors, employees, and agents, from any and all claims by Subcontractor, Subcontractor's sub-subcontractors, suppliers, employees and/or agents, of any tier, that they have not been paid for labor, materials, supplies, equipment and/or facilities furnished on the Project; and (c) acknowledges that this Claim Waiver supersedes any and all previous promises, understandings and/or agreements regarding the subject matter of this Claim Waiver and may not be changed unless such change is in writing and signed by an authorized representative of Contractor.

Subcontractor further agrees that Contractor shall be entitled to recover from Subcontractor all damages, costs, expenses and attorneys' fees incurred by Contractor in the event that Subcontractor breaches this Claim Waiver.

SOIL-TEK
(Name of Subcontractor)

By: [Signature]
(Name of individual)

Its: Vice President
(Individual's title)

S.M. Hentges & Sons Inc., 650 Quaker Avenue, Jordan, MN 55352 Tel 952-492-5700 Fax 952-492-5705

Exhibit D/2

RECEIPT OF FINAL PAYMENT, WAIVER, AND INDEMNIFICATION AGREEMENT ("Claim Waiver")

The undersigned hereby acknowledges upon receipt of \$ 197,020.18 from SM Hentges & Sons Inc (Name of Firm Writing the Check), as final compensation for labor, materials, supplies, equipment and facilities the undersigned furnished to the Dry Creek San Sewer Improvement, Phase 2, Cedar Falls IA Project ("Project") as requested by City of Cedar Falls (Name of Firm You Worked For).

In exchange for the receipt of such compensation and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned: (a) waives the right to assert a mechanic's lien, payment bond claim, or any other lien or claim for compensation and/or damages with regard to the labor, materials, supplies, equipment and facilities it provided on the Project; (b) agrees to defend and indemnify the Project's Contractor, its surety, if any, the Owner, Design Professional, and their respective parents, subsidiaries and affiliates, and each of their respective officers, directors, employees, and agents, from any and all claims by the undersigned, the undersigned's sub-subcontractors, suppliers, employees and/or agents, of any tier, that they have not been paid for labor, materials, supplies, equipment and/or facilities furnished on the Project; and (c) acknowledges that this Claim Waiver supersedes any and all previous promises, understandings and/or agreements regarding the subject matter of this Claim Waiver and may not be changed unless such change is in writing and signed by an authorized representative of Contractor of the Project.

The undersigned further agrees that the Project's Contractor shall be entitled to recover from the undersigned all damages, costs, expenses and attorneys' fees incurred by the Project's Contractor in the event that the undersigned breaches this Claim Waiver.

Hobas Pipe USA, Inc.
(Name of Lower-Tier Subcontractor/Supplier)
By: [Signature]
(Name of individual)
Its: CFD
(Individual's title)

SEP 10 2013

ITEM 21.

S.M. Hentges & Sons Inc., 650 Quaker Avenue, Jordan, MN 55352 Tel 952-492-5700 Fax 952-492-5705

Exhibit D/2

RECEIPT OF FINAL PAYMENT, WAIVER, AND INDEMNIFICATION AGREEMENT ("Claim Waiver")

The undersigned hereby acknowledges upon receipt of \$ 11,250.25 from **SM Hentges & Sons Inc** (Name of Firm Writing the Check), as final compensation for labor, materials, supplies, equipment and facilities the undersigned furnished to the **Dry Creek San Sewer Improvement, Phase 2, Cedar Falls IA Project** ("Project") as requested by **City of Cedar Falls** (Name of Firm You Worked For).

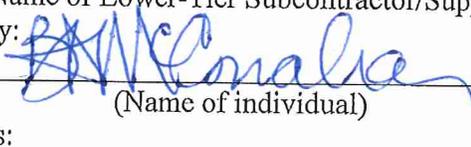
In exchange for the receipt of such compensation and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned: (a) waives the right to assert a mechanic's lien, payment bond claim, or any other lien or claim for compensation and/or damages with regard to the labor, materials, supplies, equipment and facilities it provided on the Project; (b) agrees to defend and indemnify the Project's Contractor, its surety, if any, the Owner, Design Professional, and their respective parents, subsidiaries and affiliates, and each of their respective officers, directors, employees, and agents, from any and all claims by the undersigned, the undersigned's sub-subcontractors, suppliers, employees and/or agents, of any tier, that they have not been paid for labor, materials, supplies, equipment and/or facilities furnished on the Project; and (c) acknowledges that this Claim Waiver supersedes any and all previous promises, understandings and/or agreements regarding the subject matter of this Claim Waiver and may not be changed unless such change is in writing and signed by an authorized representative of Contractor of the Project.

The undersigned further agrees that the Project's Contractor shall be entitled to recover from the undersigned all damages, costs, expenses and attorneys' fees incurred by the Project's Contractor in the event that the undersigned breaches this Claim Waiver.

Core & Main LP

(Name of Lower-Tier Subcontractor/Supplier)

By:



(Name of individual)

Its:

Credit Manager

(Individual's title)

SEP. 10 2018

ITEM 21.

S.M. Hentges & Sons Inc., 650 Quaker Avenue, Jordan, MN 55352 Tel 952-492-5700 Fax 952-492-5705

Exhibit D/2

RECEIPT OF FINAL PAYMENT, WAIVER, AND INDEMNIFICATION AGREEMENT ("Claim Waiver")

The undersigned hereby acknowledges upon receipt of \$ 125,503.36 from SM Hentges & Sons Inc (Name of Firm Writing the Check), as final compensation for labor, materials, supplies, equipment and facilities the undersigned furnished to the Dry Creek San Sewer Improvement, Phase 2, Cedar Falls IA Project ("Project") as requested by City of Cedar Falls (Name of Firm You Worked For).

In exchange for the receipt of such compensation and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned: (a) waives the right to assert a mechanic's lien, payment bond claim, or any other lien or claim for compensation and/or damages with regard to the labor, materials, supplies, equipment and facilities it provided on the Project; (b) agrees to defend and indemnify the Project's Contractor, its surety, if any, the Owner, Design Professional, and their respective parents, subsidiaries and affiliates, and each of their respective officers, directors, employees, and agents, from any and all claims by the undersigned, the undersigned's sub-subcontractors, suppliers, employees and/or agents, of any tier, that they have not been paid for labor, materials, supplies, equipment and/or facilities furnished on the Project; and (c) acknowledges that this Claim Waiver supersedes any and all previous promises, understandings and/or agreements regarding the subject matter of this Claim Waiver and may not be changed unless such change is in writing and signed by an authorized representative of Contractor of the Project.

The undersigned further agrees that the Project's Contractor shall be entitled to recover from the undersigned all damages, costs, expenses and attorneys' fees incurred by the Project's Contractor in the event that the undersigned breaches this Claim Waiver.

Forterra Pipe & Precast

(Name of Lower-Tier Subcontractor/Supplier)

By: John Sharp

(Name of individual)

Its: John Sharp

(Individual's title)

S.M. Hentges & Sons Inc., 650 Quaker Avenue, Jordan, MN 55352 Tel 952-492-5700 Fax 952-492-5705

Exhibit D/2

RECEIPT OF FINAL PAYMENT, WAIVER, AND INDEMNIFICATION AGREEMENT ("Claim Waiver")

The undersigned hereby acknowledges upon receipt of \$ 61,223.55 from SM Hentges & Sons Inc (Name of Firm Writing the Check), as final compensation for labor, materials, supplies, equipment and facilities the undersigned furnished to the Dry Creek San Sewer Improvement, Phase 2, Cedar Falls IA Project ("Project") as requested by City of Cedar Falls (Name of Firm You Worked For).

In exchange for the receipt of such compensation and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned: (a) waives the right to assert a mechanic's lien, payment bond claim, or any other lien or claim for compensation and/or damages with regard to the labor, materials, supplies, equipment and facilities it provided on the Project; (b) agrees to defend and indemnify the Project's Contractor, its surety, if any, the Owner, Design Professional, and their respective parents, subsidiaries and affiliates, and each of their respective officers, directors, employees, and agents, from any and all claims by the undersigned, the undersigned's sub-subcontractors, suppliers, employees and/or agents, of any tier, that they have not been paid for labor, materials, supplies, equipment and/or facilities furnished on the Project; and (c) acknowledges that this Claim Waiver supersedes any and all previous promises, understandings and/or agreements regarding the subject matter of this Claim Waiver and may not be changed unless such change is in writing and signed by an authorized representative of Contractor of the Project.

The undersigned further agrees that the Project's Contractor shall be entitled to recover from the undersigned all damages, costs, expenses and attorneys' fees incurred by the Project's Contractor in the event that the undersigned breaches this Claim Waiver.

L.B. Foster Company (Name of Lower-Tier Subcontractor/Supplier)

By: [Signature] (Name of individual)

Its: Asst. Secretary (Individual's title)

SEP 17 2018

ITEM 21.



AMERICAN

THE RIGHT WAY

FINAL WAIVER OF LIEN

STATE OF ALABAMA)
) SS
COUNTY OF JEFFERSON)

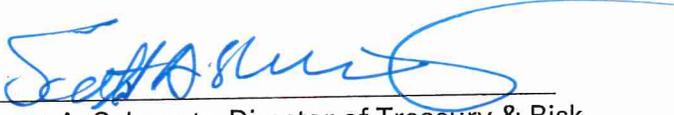
WHEREAS, AMERICAN CAST IRON PIPE COMPANY, a corporation, hereinafter called "AMERICAN", has furnished certain material to S.M. Hentges & Sons, Inc., Jordan, MN for their project known as Dry Run Creek Sanitary Sewer Improvements, Phase II, Cedar Falls, IA, ACIPCO's Order Number D5A6776.

WHEREAS, AMERICAN has received payment for material furnished on the above-referenced Project totaling \$394,886.16.

NOW, THEREFORE IN CONSIDERATION of the Premises, AMERICAN does hereby waive and release any and all liens, or claims or rights of liens which it has or may have upon or against said job or project or the land in or upon which it is located on account of all material furnished prior to the date hereof.

IN WITNESS WHEREOF AMERICAN CAST IRON PIPE COMPANY has caused this instrument to be executed this 11th day of September 2018.

AMERICAN CAST IRON PIPE COMPANY

BY: 
Scott A. Schwartz, Director of Treasury & Risk

(CORPORATE SEAL)

STATE OF ALABAMA
COUNTY OF JEFFERSON

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 11TH DAY OF SEPTEMBER 2018


Notary Public

My Commission Expires:
October 30, 2021

SEP 17 2018

ITEM 21.

S.M. Hentges & Sons Inc., 650 Quaker Avenue, Jordan, MN 55352 Tel 952-492-5700 Fax 952-492-5705

Exhibit D/2

RECEIPT OF FINAL PAYMENT, WAIVER, AND INDEMNIFICATION AGREEMENT (“Claim Waiver”)

The undersigned hereby acknowledges upon receipt of \$ 394,886.16 from **SM Hentges & Sons Inc** (Name of Firm Writing the Check), as final compensation for labor, materials, supplies, equipment and facilities the undersigned furnished to the **Dry Creek San Sewer Improvement, Phase 2, Cedar Falls IA Project** (“Project”) as requested by **City of Cedar Falls** (Name of Firm You Worked For).

In exchange for the receipt of such compensation and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned: (a) waives the right to assert a mechanic’s lien, payment bond claim, or any other lien or claim for compensation and/or damages with regard to the labor, materials, supplies, equipment and facilities it provided on the Project; (b) agrees to defend and indemnify the Project’s Contractor, its surety, if any, the Owner, Design Professional, and their respective parents, subsidiaries and affiliates, and each of their respective officers, directors, employees, and agents, from any and all claims by the undersigned, the undersigned’s sub-subcontractors, suppliers, employees and/or agents, of any tier, that they have not been paid for labor, materials, supplies, equipment and/or facilities furnished on the Project; and (c) acknowledges that this Claim Waiver supersedes any and all previous promises, understandings and/or agreements regarding the subject matter of this Claim Waiver and may not be changed unless such change is in writing and signed by an authorized representative of Contractor of the Project.

The undersigned further agrees that the Project’s Contractor shall be entitled to recover from the undersigned all damages, costs, expenses and attorneys’ fees incurred by the Project’s Contractor in the event that the undersigned breaches this Claim Waiver.

American Cast Iron Pipe
(Name of Lower-Tier Subcontractor/Supplier)
By: [Signature]
(Name of individual)
Its: Director Treasury & Risk
(Individual’s title)

SEP 17 2018



AMERICAN

THE RIGHT WAY
AMERICAN CAST IRON PIPE COMPANY

Nyya J. Crenshaw • Credit Clerk
• 1501 31st Avenue North • Birmingham, AL 35207 • Telephone: (205) 325-8939
• Fax: (205) 488-7671 • Email address: ncrenshaw@american-usa.com

September 11, 2018

FAX#: (952) 492-5705
Ms. J.C. Soller
S.M. Hentges & Sons, Inc.
P.O. Box 69
Jordan, MN 55352

RE: WAIVER OF LIEN

DRY RUN CREEK SANITARY SEWER IMPROVEMENT
- PHASE II
CEDAR FALLS, IA
ACIPCO ORDER: D5A6776

Dear Ms. Soller,

We appreciate very much receiving your payment which has been properly credited to your account. Per your request, please find attached a Waiver of Lien.

If we can be of further assistance in this matter, please let us hear from you.

Yours very truly,

Nyya J. Crenshaw
Credit Clerk
(205) 325-8939
(205) 488-7671

/njc

Attachment

Performance, Payment and Maintenance Bond

SURETY BOND NO. 190038725

KNOW ALL BY THESE PRESENTS:

That we, S.M. Hentges & Sons Inc., as Principal (hereinafter the "Contractor" or "Principal" and Liberty Mutual Insurance Company as Surety are held and firmly bound unto CITY OF CEDAR FALLS, IOWA, as Obligee (hereinafter referred to as "the Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Three Million Eight Hundred Fifty-three Thousand Four Hundred Twelve And 20/100THS (\$3,853,412.20), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the 13th day of November, 2017, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

Dry Run Creek Sanitary Sewer Improvements Phase 2 Project SA-000-3136

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Owner from all outlay and expense incurred by the Owner by reason of the Contractor's default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Owner is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.
3. **MAINTENANCE:** The Contractor and the Surety on this Bond hereby agree, at their own expense:

- A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of 2 year (s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
- B. To keep all work in continuous good repair; and
- C. To pay the Owner's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Owner all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
- B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this bond shall then be released as to such excess increase; and
- C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- D. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Owner including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys fees (including overhead expenses of the Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Owner will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Owner incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Owner whole for all such outlay and expense, provided that the Surety's obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be in the Iowa District Court for Polk County, State of Iowa. If legal action is required by the Owner to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Owner, the Contractor and the Surety agree, jointly, and severally, to pay the Owner all outlay and expense incurred therefor by the Owner. All rights, powers, and remedies of the Owner hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Owner, by law. The Owner may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Project No. RC-000-3136

Witness our hands, in triplicate, this 13th day of November, 2017.

Surety Countersigned By:

PRINCIPAL:

NA
Signature of Agent

S.M. Hentges & Sons Inc.
Contractor

Printed Name of Agent

By:

Steven M. Hentges
Signature
President
Title

Company Name

SURETY:

Company Address

Liberty Mutual Insurance Company
Surety Company

City, State, Zip Code

By: *John E. Tauer*
Signature Attorney-in-Fact Officer

Company Telephone Number

John E. Tauer
Printed Name of Attorney-in-Fact Officer

FORM APPROVED BY:

Cobb Strecker Dunphy & Zimmermann
Company Name

Attorney for Owner

225 South Sixth Street, Suite 1900
Company Address

Minneapolis, MN 55402
City, State, Zip Code

(612) 349-2400
Company Telephone Number

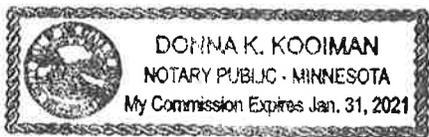
NOTE:

1. All signatures on this performance, payment, and maintenance bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.

CORPORATE ACKNOWLEDGMENT

State of Minnesota)
) ss
County of Scott)

On this 13TH day of November 2017, before me appeared Steven M Hentges to me personally known, who, being by me duly sworn, did say that he/she is the President of S.M. Hentges & Sons Inc., a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was executed in behalf of said corporation by authority of its Board of Directors, and that said Steven M Hentges acknowledged said instrument to be the free act and deed of said corporation.



Donna K. Kooiman
Notary Public Scott County, Minnesota
My commission expires January 31, 2021

SURETY ACKNOWLEDGMENT

State of Minnesota)
) ss
County of Hennepin)

On this 13th day of November 2017, before me appeared John E. Tauer, to me personally know, who being by me duly sworn, did say that (s)he is the Attorney-in-Fact of Liberty Mutual Insurance Company, a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was executed in behalf of said corporation by authority of its Board of Directors; and that said John E. Tauer acknowledged said instrument to be the free act and deed of said corporation.



[Signature]
Notary Public Hennepin County, Minnesota
My commission expires 1/31/2022

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. To confirm the validity of this Power of 610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

ITEM 21.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, R. W. Frank, John E. Tauer, Joshua R. Loftis, Rachel Thomas, Craig Remick, Brian J. Oestreich, Nicole Stillings, Jerome T. Ouimet, Sandra M. Engstrum, Kurt C. Lundblad, Melinda C. Blodgett, Lin Ulven, R. C. Bowman, Ted Jorgensen, Emily White, R. Scott Egginton, Colby D. White of the city of Minneapolis, state of Minnesota its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: S.M. Hentges & Sons Inc.

Obligee Name: City of Cedar Falls

Surety Bond Number: 190038725

Bond Amount: \$3,853,412.20

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd day of September, 2017.



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 22nd day of September, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13th day of November, 2017



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

**DEPARTMENT OF PUBLIC WORKS – *Engineering Division***

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 Green and City Council

FROM: David Wicke, City Engineer

DATE: December 31, 2019

SUBJECT: Professional Services Agreement
Olive Street Box Culvert Replacement
AECOM
Project No. DR-106-3127

Please find attached the Professional Services Agreement with AECOM which outlines the scope of services and costs for the Olive Street Box Culvert Replacement Project.

Request for proposals were sent out to various engineering firms and ranked by a selection committee on specific focuses. AECOM was the firm selected by the selection committee. The enclosed agreement with AECOM provides for the design of Olive Street Box Culvert Replacement at the existing box culvert on Olive Street along Dry Run Creek between W. 20th and W. 21st Streets. The cost of this agreement is hourly not to exceed in the amount of \$166,500.00.

This project is programmed in the CIP for design in FY 2020 and being constructed in FY 2021. The project is currently budgeted at \$1,010,000.00 and will utilize the Storm Water Fund and General Obligation Bonds to fund the project.

The Engineering Division of the Public Works Department requests your consideration and approval of this Professional Service Agreement with AECOM for the Olive Street Box Culvert Replacement Project.

If you have any questions or comments feel free to contact me.

xc: Chase Shrage, Director of Public Works



DEPARTMENT OF PUBLIC WORKS

ENGINEERING DIVISION
220 CLAY STREET
319-268-5161
FAX 319-268-5197

OPERATIONS & MAINTENANCE DIVISION
2200 TECHNOLOGY PKWY
319-273-8629
FAX 319-273-8632

WATER RECLAMATION DIVISION
501 E. 4TH STREET
319-273-8633
FAX 319-268-5566

PROFESSIONAL SERVICE AGREEMENT

OLIVE STREET BOX CULVERT REPLACEMENT CEDAR FALLS, IOWA CITY PROJECT NUMBER: BR-106-3215

This Agreement is made and entered by and between AECOM Technical Services, Inc., a California corporation, hereinafter referred to as "CONSULTANT" and City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa, hereinafter referred to as "CLIENT."

IN CONSIDERATION of the covenants hereinafter set forth, the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

CONSULTANT shall perform professional Services (the "Services") in connection with CLIENT's facilities in accordance with the Scope of Services set forth in Exhibit A attached hereto.

II. CONSULTANT'S RESPONSIBILITIES

CONSULTANT shall, subject to the terms and provisions of this Agreement:

- (a) Appoint one or more individuals who shall be authorized to act on behalf of CONSULTANT and with whom CLIENT may consult at all reasonable times, and whose instructions, requests, and decisions will be binding upon CONSULTANT as to all matters pertaining to this Agreement and the performance of the parties hereunder.
- (b) Use all reasonable efforts to complete the Services within the time period mutually agreed upon, except for reasons beyond its control, as set forth in Exhibit A.
- (c) Perform the Services in accordance with generally accepted professional engineering standards in existence at the time of performance of the Services. If during the two year period following the completion of Services, it is shown that there is an error in the Services solely as a result of CONSULTANT's failure to meet these standards, CONSULTANT shall re-perform such substandard Services as may be necessary to remedy such error at no cost to CLIENT. Since CONSULTANT has no control over local conditions, the cost of labor and materials, or over competitive bidding and market conditions, CONSULTANT does not guarantee the accuracy of any construction cost estimates as compared to contractor's bids or the actual cost to the CLIENT. CONSULTANT makes no other warranties either express or implied and the parties' rights, liabilities, responsibilities and remedies with respect to the quality of Services, including claims alleging negligence, breach of warranty and breach of contract, shall be exclusively those set forth herein.

- (d) CONSULTANT shall, if requested in writing by CLIENT, for the protection of CLIENT, require from all vendors and subcontractors from which CONSULTANT procures equipment, materials or services for the project, guarantees with respect to such equipment, materials and services. All such guarantees shall be made available to CLIENT to the full extent of the terms thereof. CONSULTANT's liability with respect to such equipment, and materials obtained from vendors or services from subcontractors, shall be limited to procuring guarantees from such vendors or subcontractors and rendering all reasonable assistance to CLIENT for the purpose of enforcing the same.
- (e) CONSULTANT will be providing estimates of costs to the CLIENT covering an extended period of time. CONSULTANT does not have control over any such costs, including, but not limited to, costs of labor, material, equipment or services furnished by others or over competitive bidding, marketing or negotiating conditions, or construction contractors' methods of determining their prices. Accordingly, it is acknowledged and understood that any estimates, projections or opinions of probable project costs provided herein by CONSULTANT are estimates only, made on the basis of CONSULTANT's experience and represent CONSULTANT's reasonable judgment as a qualified professional. CONSULTANT does not guarantee that proposals, bids or actual project costs will not vary from the opinions of probable costs prepared by CONSULTANT, and the CLIENT waives any and all claims that it may have against CONSULTANT as a result of any such variance.

III. CLIENT'S RESPONSIBILITIES

CLIENT shall at such times as may be required for the successful and expeditious completion of the Services:

- (a) Provide all criteria and information as to CLIENT's requirements; obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the project; and designate a person with authority to act on CLIENT's behalf on all matters concerning the Services.
- (b) Furnish to CONSULTANT all existing studies, reports and other available data pertinent to the Services, and obtain additional reports, data and services as may be required for the project. CONSULTANT shall be entitled to rely upon all such information, data and the results of such other services in performing its Services hereunder.

IV. INSURANCE REQUIREMENTS FOR CONTRACTORS FOR THE CITY OF CEDAR FALLS

The provisions of the document entitled, "Insurance Requirements for Contractors for the City of Cedar Falls," dated December 13, 2011 as revised January 31, 2017 consisting of 11 pages, which are attached hereto, marked Exhibit B, are hereby made a part of this Agreement as if set out word for word herein.

CONSULTANT shall furnish to CLIENT a certificate or certificates of insurance containing all coverages, endorsements and other provisions required by the Insurance Requirements set forth in Exhibit B. In the event of any conflict between the provisions of Exhibit B and the other terms of this Agreement, the provisions of Exhibit B shall control.

CONSULTANT shall obtain and maintain an insurance policy or policies that meet the provisions set out in the Insurance Requirements for Contractors for the City of Cedar Falls, attached hereto and marked Exhibit B.

V. STANDARD TERMS AND CONDITIONS FOR CONTRACTS BETWEEN CONTRACTORS WHO PERFORM PROFESSIONAL SERVICES AND THE CITY OF CEDAR FALLS

The provisions of the documents entitled "Standard Terms and Conditions for Contracts Between Contractors Who Perform Professional Services and the City of Cedar Falls," consisting of two pages are incorporated into this Agreement by the Client and attached as Exhibit C.

VI. COMPENSATION AND TERMS OF PAYMENT

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 One Hundred Sixty-Six Thousand Five Hundred Dollars (\$166,500.00).

CONSULTANT may bill the CLIENT monthly for services completed at the time of billing. CLIENT agrees to pay CONSULTANT the full amount of such invoice within thirty (30) days after receipt thereof. In the event CLIENT disputes any invoice item, CLIENT shall give CONSULTANT written notice of such disputed item within ten (10) days after receipt of invoice and shall pay to CONSULTANT the undisputed portion of the invoice according to the provisions hereof. CLIENT agrees to abide by any applicable statutory prompt pay provisions currently in effect.

VII. TERMINATION

CLIENT may, with or without cause, terminate the Services at any time upon fourteen (14) days written notice to CONSULTANT. The obligation to provide further Services under this Agreement may be terminated by either party upon fourteen (14) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, providing such defaulting party has not cured such failure, or, in the event of a non-monetary default, commenced reasonable actions to cure such failure. In either case, CONSULTANT will be paid for all expenses incurred and Services rendered to the date of the termination in accordance with compensation terms of Article VI.

VIII. OWNERSHIP OF DOCUMENTS

- (a) Sealed original drawings, specifications, final project specific calculations and other instruments of service which CONSULTANT prepares and delivers to CLIENT pursuant to this Agreement shall become the property of CLIENT when CONSULTANT has been compensated for Services rendered. CLIENT shall have the right to use such instruments of service solely for the purpose of the construction, operation and maintenance of the Facilities. Nothing contained in this paragraph shall be construed as limiting or depriving CONSULTANT of its rights to use its basic knowledge and skills to design or carry out other projects or work for itself or others, whether or not such other projects or work are similar to the work to be performed pursuant to this Agreement. CONSULTANT shall not be liable for any unauthorized reuse or modification of its work product.
- (b) Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced and CONSULTANT makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings and the electronic files, the sealed drawings will govern.

IX. MEANS AND METHODS

- (a) CONSULTANT shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety measures and programs including enforcement of Federal and State safety requirements, in connection with construction work performed by CLIENT's construction contractors. Nor shall

CONSULTANT be responsible for the supervision of CLIENT's construction contractors, subcontractors or of any of their employees, agents and representatives of such contractors; or for inspecting machinery, construction equipment and tools used and employed by contractors and subcontractors on CLIENT's construction projects and shall not have the right to stop or reject work without the thorough evaluation and approval of the CLIENT. In no event shall CONSULTANT be liable for the acts or omissions of CLIENT's construction contractors, subcontractors or any persons or entities performing any of the construction work, or for the failure of any of them to carry out construction work under contracts with CLIENT.

X. INDEPENDENT CONTRACTOR

CONSULTANT shall be an independent contractor with respect to the Services to be performed hereunder. Neither CONSULTANT nor its subcontractors, nor the employees of either, shall be deemed to be the servants, employees, or agents of CLIENT.

XI. PRE-EXISTING CONDITIONS

Anything herein to the contrary notwithstanding, CONSULTANT shall have no legal responsibility or liability for any and all pre-existing contamination. "Pre-existing contamination" is any hazardous or toxic substance present at the site or sites concerned which was not brought onto such site or sites by CONSULTANT. CLIENT agrees to release CONSULTANT from and against any and all liability to the CLIENT which may in any manner arise in any way directly or indirectly caused by such pre-existing contamination except if such liability arises from CONSULTANT's sole negligence or willful misconduct.

CLIENT shall, at CLIENT's sole expense and risk, arrange for handling, storage, transportation, treatment and delivery for disposal of pre-existing contamination. CLIENT shall be solely responsible for obtaining a disposal site for such material. CLIENT shall look to the disposal facility and/or transporter for any responsibility or liability arising from improper disposal or transportation of such waste. CONSULTANT shall not have or exert any control over CLIENT in CLIENT's obligations or responsibilities as a generator in the storage, transportation, treatment or disposal of any pre-existing contamination. CLIENT shall complete and execute any governmentally required forms relating to regulated activities including, but not limited to generation, storage, handling, treatment, transportation, or disposal of pre-existing contamination.

For CONSULTANT's Services requiring drilling, boring, excavation or soils sampling, CLIENT shall approve selection of the contractors to perform such services, all site locations, and provide CONSULTANT with all necessary information regarding the presence of underground hazards, utilities, structures and conditions at the site.

XII. DISPUTE RESOLUTION

If a dispute arises out of, or relates to, the breach of this Agreement and if the dispute cannot be settled through negotiation, then the CONSULTANT and the CLIENT agree to submit the dispute to mediation. In the event CONSULTANT or the CLIENT desires to mediate any dispute, that party shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within 10 days of the receipt of such notice, such dispute shall be submitted for mediation in accordance with the procedures and rules of the American Arbitration Association (or any successor organization) then in effect. The deadline for submitting the dispute to mediation can be changed if the parties mutually agree in writing to extend the time between receipt of notice and submission to mediation. The expenses of the mediator shall be shared 50 percent by CONSULTANT and 50 percent by the CLIENT. This requirement to seek mediation shall be a condition required before filing an action at law or in equity. However, prior to or during the negotiations or the mediation either party may initiate litigation that would otherwise be barred by a statute of limitations, and

CONSULTANT may pursue any property liens or other rights it may have to obtain security for the payment of its invoices.

This Agreement shall be governed by the laws of the State of Iowa and any action at law or other judicial proceeding arising from this Agreement shall be instituted in Black Hawk County District Court, Waterloo, Iowa.

XIII. MISCELLANEOUS

- (a) This Agreement constitutes the entire agreement between the parties hereto and supersedes any oral or written representations, understandings, proposals, or communications heretofore entered into by or on account of the parties and may not be changed, modified, or amended except in writing signed by the parties hereto. In the event of any conflict between this contract document and any of the exhibits hereto, the terms and conditions of Exhibit C shall control. In the event of any conflict among the exhibits, Exhibit C shall control.
- (b) This Agreement shall be governed by the laws of the State of Iowa.
- (c) CONSULTANT may subcontract any portion of the Services to a subcontractor approved by CLIENT. In no case shall CLIENT's approval of any subcontract relieve CONSULTANT of any of its obligations under this Agreement.
- (d) In the event CLIENT uses a purchase order form to administer this Agreement, the use of such form shall be for convenience purposes only, and any typed provision in conflict with the terms of this Agreement and all preprinted terms and conditions contained in or on such forms shall be deemed stricken and null and void.
- (e) This Agreement gives no rights or benefits to anyone other than CLIENT and CONSULTANT and does not create any third party beneficiaries to the Agreement.
- (f) Except as may be explicitly set forth above, nothing contained in this Agreement or its exhibits limits the rights and remedies, including remedies related to damages, of either party that are available to either party under the law.

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:  _____

Printed Name: Robert M. Green

Printed Name: Douglas W. Schindel

Title: Mayor

Title: Associate Vice President

Date: _____

Date: December 30, 2019

EXHIBIT A

SCOPE OF SERVICES OLIVE STREET BOX CULVERT REPLACEMENT CITY PROJECT NUMBER: BR-106-3215

Project Description

This project involves removing and replacing the existing cast-in-place two-span concrete slab deck bridge with a box culvert on Olive Street between W. 20th Street and W. 21st Street and channel stabilization between College Street and Olive Street. The project will involve the development and evaluation of three alternatives, preparation of the preliminary plans for the Type, Size and Location (TS&L) Sheet for the recommended box culvert alternative, channel stabilization, water main, storm and sanitary sewer, roadway improvements and plaza extension. The three proposed alternatives will be evaluated based on survey (provided by the City), hydraulic data and engineering judgment. Project administration, community and stakeholder involvement will be provided. Final design and construction plans will be developed for the recommended box culvert alternative. Design fees were estimated based on the design of a full box culvert extension from College Street to Olive Street with plaza extension. The estimated costs for construction of this alternative is approximately \$1.7 million.

Scope of Services

The Scope of Services provided under this work order will include services and personnel necessary to provide the conceptual development, preliminary and final design for the reconstruction of the Olive Street box culvert. The design will incorporate Iowa SUDAS and Iowa Department of Transportation standard details, procedures and specifications in effect at the time the services are performed. The Scope of Services is further defined as follows:

Data Collection, Field Survey and Base Mapping

This task includes collecting and reviewing as-built plans, city storm sewer maps, previous models and associated utility drawings provided by the City. AECOM will develop the base mapping from the design survey provided by the City, which includes project control, property survey, location of existing features within project limits, and break lines and spot elevations for the surface model. AECOM will complete field survey for utility locates including storm, sanitary, water main, communications, gas and electric. In addition, AECOM will complete the Iowa One Call ticket for utility locate request.

Task 1 - Data Collection

Task 2 - File Set-Up and Base Mapping

Task 3 - Utility Locates Field Survey

Environmental Review

The preliminary design will be reviewed with respect to known environmental conditions within the project area. If the available environmental data identifies major environmental constraints relative to the preliminary design, these items will be summarized.

Task 4 - Wetland Boundary Delineation. This task includes an investigation of wetlands and wetland boundary delineation, if necessary, for the University Branch Dry Run Creek from the College Street box culvert to approximately 75 feet east of Olive Street right-of-way. The project wetland scientist will conduct an on-site determination of wetland boundaries. This work will include a field assessment of surface hydrology, observations of soil features and a plant community characterization. Wetland boundaries identified in the field will be mapped using a Global Positioning System (GPS). The GPS data will be transferred to aerial photography. The presence of any other Water of the U.S. located within the project corridor will also be determined. This task will be performed by our subconsultant, Stantec Consulting

Services Inc.

Task 5 - Wetland Delineation Report. A report of the wetland findings will be prepared and will be suitable for submittal to the Corps of Engineers as part of a Section 404 Permit application. This task will be performed by our subconsultant, Stantec Consulting Services Inc.

Soil Borings and Geotechnical Engineering

Task 6 - Soil Borings. Soil borings will be obtained to determine the subsurface conditions for the proposed structure. The number and depth of borings, as well as the number and type of samples obtained, will be sufficient to complete the geotechnical engineering and recommendations for the project. It is anticipated that two soil borings will be obtained. This task will be completed by our subconsultant, Terracon Consultants.

Task 7 - Geotechnical Engineering, Report and Recommendations. The geotechnical engineering will include the necessary laboratory testing, classifications and geotechnical engineering analysis required to develop the final geotechnical engineering recommendations for the project. This task will be completed by our subconsultant, Terracon Consultants.

The purpose of this task is to obtain data regarding the subsurface conditions relating to soil analysis, earthwork and subsurface drainage.

In addition to soil borings and laboratory testing, the geotechnical engineering and CADD services under this task will include:

- Computer-Generated Boring Logs
- One Report Summarizing the Information Reviewed, Conditions Encountered, Analyses Performed and Recommendations

If safety allows, the boreholes will be left open for approximately one to two days after completion of drilling so delayed water levels can be observed.

The City should understand that some settlement of the borehole backfill might occur. No future maintenance or filling of the holes are included in this scope. This scope is also based on the field exploration being performed without the need for personal protective equipment beyond Level D (hard hat, steel-toe boots and safety glasses). If personal protective equipment or special borehole sealing procedures become necessary, these tasks will be added by supplemental agreement.

Excluded from this estimate are borrow site selection and borrow design.

Deliverables will consist of a boring layout plan, boring logs and Geotechnical Engineering Report. The final report will be sealed by an Iowa Licensed Professional Engineer.

Conceptual Design

As part of the conceptual design, AECOM will develop three alternatives for the City to review and evaluate. This conceptual design will assist the City in planning for the construction of the project, in addition to assisting in possible addition of funding resource opportunities. The concept design will include the following tasks:

Task 8 - Conceptual Design of Reinforced Box Culverts. This task includes developing three alternatives for the Olive Street box culvert. It is anticipated that alternatives will review both cast-in-place and pre-cast options. In addition, a review of extending the culvert length upstream will be completed. Per discussion with the City, a pedestrian plaza could be located on top of the proposed box culvert. The conceptual design includes roadway (limits necessary for box culvert construction) on Olive Street between W. 20th Street and W. 21st Street and channel improvements from the College Street box culvert to approximately

75 feet east of the Olive Street right-of-way. The concepts will be presented in the form of plan view drawings and typical sections.

Task 9 - Hydraulic/Hydrologic Analysis. This task includes review of the existing Flood Insurance Study (FIS) duplicate effective HEC-RAS hydraulic model used for permitting of the Walnut Street box culvert replacement. This model will be provided by the City of Cedar Falls. If the City is unable to locate the hydraulic model, AECOM will request this information from the Iowa DNR. The HEC-RAS model will be reviewed and updated based on the provided survey and as-built information to create the corrected effective hydraulic model which will be used as the base model for alternative comparisons. Three separate proposed condition models will be created correlating to each of the three alternatives developed as part of the conceptual design. The HEC-RAS analysis of each alternative will be used to determine the sizing based on Iowa DNR freeboard and backwater criteria. It is anticipated that the chosen alternative will meet “no-rise” criteria and a Letter of Map Revision (LOMR) will not be required. If it is determined that a LOMR is required based on a review of the hydraulic modeling, this will be included as a supplemental agreement.

Task 10 - Concept Construction Cost Opinion. This task includes the preparation of three estimated opinion of construction costs for the three developed alternatives.

Preliminary Design (Selected Alternative)

The following tasks lead to the completion of the preliminary plans for approval by the City of Cedar Falls. These plans will include typical sections, plan and profile sheets, detail sheets, TS&L sheets, cross sections, and proposed right-of-way limits for the project. The preliminary plans will be completed as one project plan set covering the entire project corridor. The following tasks are included:

- Task 11 - Title and Legend Sheets (A-Series Sheets)
- Task 12 - Typical Sections and Details (B-Series Sheets)
- Task 13 - Plan and Profile Sheets (D-Series Sheets)
- Task 14 - Erosion Control Sheets (EC-Series Sheets)
- Task 15 - Storm Sewer Sheets (M-Series Sheets)
- Task 16 - Sanitary Sewer Sheets (MSA-Series Sheets)
- Task 17 - Water Main Sheets (MSW-Series Sheets)
- Task 18 - Situation Plan/Type, Size and Location Sheets (V-Series Sheets)
- Task 19 - Preliminary Design Cross Section Sheets (W-Series Sheets)
- Task 20 - Construction Cost Opinion

Final Design

The following tasks lead to the completion of the final design and construction plans for approval by the City of Cedar Falls:

Task 21 - Final Design of Culvert. This task includes the final design of the Olive Street culvert. The structure for estimating purposes is anticipated to be a multiple barrel cast-in-place structure extending from the College Street box culvert to Olive Street.

Tasks 22-39 - Preparation of Final Design Plans. Following City approval of the preliminary design drawings, work will proceed on the final construction drawings for the project. The preliminary design drawings will be updated as necessary, and final construction details will be added. The following tasks are included:

- Task 22 - Title and Legend Sheets (A-Series Sheets)
- Task 23 - Typical Sections and Details (B-Series Sheets)
- Task 24 - General Notes, Quantities, Estimate Reference Information and Tabulations (C-Series Sheets)
- Task 25 - Plan and Profile Sheets (D-Series Sheets)
- Task 26 - Erosion Control Sheets (EC-Series Sheets)

Task 27 - Geometric Layout Sheets (G-Series Sheets)
Task 28 - Right-of-Way Sheets (H-Series Sheets)
Task 29 - Landscaping Sheets (LS-Series Sheets)
Task 30 - Storm Sewer Sheets (M-Series Sheets)
Task 31 - Sanitary Sewer Sheets (MSA-Series Sheets)
Task 32 - Water Main Sheets (MSW-Series Sheets)
Task 33 - Removal Sheets (R-Series Sheets)
Task 34 - ADA Sidewalk Sheets (S-Series Sheets)
Task 35 - Earthwork Quantities (T-Series Sheets)
Task 36 - Situation Plan/TS&L, Details and Quantities (V-Series Sheets)
Task 37 - Cross Section Sheets (W-Series Sheets)
Task 38 - Printing and Submittals
Task 39 - Field Review

Task 40 - Quality Control Review. This task includes the quality control review of the plans by senior staff throughout the course of the project including, but not limited to, the significant milestones in the project.

Task 41 - Final Revisions. This task includes revisions of the final design plans after City review.

Task 42 - Construction Cost Opinion. This task includes preparation of the estimate of probable construction costs for the project.

Task 43 - Project Specifications. This task includes preparation of the specifications for the project. The document will include technical specifications.

Acquisition Plats

The following tasks include preparation of acquisition plats and descriptions for necessary property acquisition of the project. For the purpose of estimating staff hours, three properties with both permanent and temporary easements were included.

Task 44 - Preparation of Acquisition Plats and Legal Descriptions

Task 45 - Right-of-Way Staking

Public Involvement

These tasks include preparation for and attendance at public informational activities, as needed, for the project. These activities will include two public informational meetings, two presentations at City Council meetings or committee meetings, and up to eight individual property owner and/or stakeholder group meetings. The City will arrange the meeting space, complete any advance advertising and will participate in the meeting. The following tasks are included in the scope:

Task 46 - City Council Presentation (2)

Task 47 - Public Informational Meeting (2)

Task 48 - Property Owner Meetings (4)

Task 49 - Stakeholder Coordination and Meetings (4)

Project Administration, Permitting and Meetings

These tasks include project administration, coordination and meetings throughout the project development. Agency coordination with IDNR, Corps of Engineers, and other regulatory agencies is included. Following City approval of the preliminary design drawings, applications will be submitted to the IDNR for the Flood Plain and Sovereign Lands Permit and to the Corps of Engineers for a Section 404 Permit. These tasks include project administration, meetings, bid letting activities, and coordination during the conceptual, preliminary and final design phases of the project.

Task 50 - Utility Coordination
Task 51 - Agency Coordination and Permitting
Task 52 - Subconsultant Coordination
Task 53 - Bid Letting Activities
Task 54 - Project Management Team (PMT) Meetings (8)
Task 55 - Project Administration

Exclusions

Wetland Mitigation and Monitoring (if required)
Construction-Related Services
Condemnation Proceedings (if required)
Asbestos Testing (House Demolition, if required)
Land Acquisition Services

EXHIBIT B

**OLIVE STREET BOX CULVERT REPLACEMENT
CEDAR FALLS, IOWA
CITY PROJECT NUMBER: BR-106-3215**

Original 12/13/11
Revision 01/31/2017

**INSURANCE REQUIREMENTS FOR
CONTRACTORS FOR THE CITY OF CEDAR FALLS**

*** This document outlines the insurance requirements for all Contractors who perform work for the City of Cedar Falls. The term "contractor" as used in this document shall be defined as the general contractor, artisan contractor, or design contractor that will be performing work for the City of Cedar Falls under contract.

1. All policies of insurance required hereunder shall be with an insurer authorized by law to do business in Iowa. All insurance policies shall be companies satisfactory to the City and have a rating of A-, VII or better in the current A.M. Best Rating Guide.
2. All Certificates of Insurance required hereunder shall include the Cancellation & Material Change Endorsement. A copy of this endorsement is attached in Exhibit 1.
3. Contractor shall furnish a signed Certificate of Insurance to the City of Cedar Falls, Iowa for the coverage required in Exhibit 1. Such Certificates shall include copies of the following endorsements:
 - a) Commercial General Liability policy is primary and non-contributing
 - b) Commercial General Liability additional insured endorsement – See Exhibit 1
 - c) Governmental Immunities Endorsement – See Exhibit 1

Copies of additional insured endorsements, executed by an authorized representative from an Insurer duly authorized to transact business at the location of the jobsite, must be provided prior to the first payment.

Contractor shall, upon request by the City, provide Certificates of Insurance for all subcontractors and sub-sub contractors who perform work or services pursuant to the provisions of this contract.

4. Each certificate shall be submitted to the City of Cedar Falls.
5. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Cedar Falls. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
6. Failure of the Contractor to maintain the required insurance shall constitute a default under this Contract, and at City's option, shall allow City to terminate this Contract for cause and/or purchase said insurance at Contractor's expense.
7. Contractor shall be required to carry the following minimum coverage/limits or greater, if required by law or other legal agreement; as per Exhibit 1:
 - This coverage shall be written on an occurrence, not claims made form. All deviations or exclusions from the standard ISO commercial general liability form CG 001 shall be clearly identified and shall be subject to the review and approval of the City.

- Contractor shall maintain ongoing CGL coverage for at least 2 years following substantial completion of the Work to cover liability arising from the products-completed operations hazard and liability assumed under an insured contract.
- Governmental Immunity endorsement identical or equivalent to form attached.
- Additional Insured Requirement – See Exhibit 1.
The City of Cedar Falls, including all its elected and appointed officials, all its employees, its boards, commissions and/or authorities and their board members, employees shall be named as an additional insured on General Liability Policies for all classes of contractors.

Contractors shall include coverage for the City of Cedar Falls as an additional insured including ongoing and completed operations coverage equivalent to: ISO CG 20 10 07 04* and ISO CG 20 37 07 04**

* ISO CG 20 10 07 04 “Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization”

** ISO CG 20 37 07 04 “Additional Insured – Owners, Lessees or Contractors – Completed Operations”

8. Errors & Omissions: If the contract’s scope of services includes design work or other professional services, then Contractor shall maintain insurance coverage for errors, omissions and other negligent acts or omissions (except for intentional acts or omissions), arising out of the professional services performed by Contractor. Contractor shall maintain continuous Errors & Omissions coverage for a period commencing no later than the date of the contract, and continuing for a period of no less than 2 years from the date of completion of all work completed or services performed under the contract. The limit of liability shall not be less than \$1,000,000.

9. Separation of Insured’s Provision: If Contractor’s liability policies do not contain the standard ISO separation of insured’s provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

10. Limits: By requiring the insurance as set out in this Contract, City does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation on Contractor’s liability under the indemnities provided to City in this Contract. The City will have the right at any time to require liability insurance greater than that otherwise specified in Exhibit 1. If required, the additional premium or premiums payable shall be added to the bid price.

11. Indemnification (Hold Harmless) Provision: To the fullest extent permitted by law, the Contractor agrees to defend (for all non-professional claims), indemnify, and hold harmless the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, and agents working on behalf of the City of Cedar Falls, Iowa against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for damages which may be asserted, claimed or recovered against or from the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, and agents working on behalf of the City of Cedar Falls, Iowa, including, but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property damages, which arises out of or is in any way connected or associated with the work and/or services provided by the Contractor to the City of Cedar Falls, Iowa pursuant to the provisions of this contract to the extent arising out of the errors, omissions or negligent acts of the Contractor, its agents, employees, subcontractors or others working on behalf of the Contractor. It is the intention of the parties that the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, and agents working on behalf of the City of Cedar Falls, Iowa

shall not be liable or in any way responsible for the injury, damage, liability, loss or expense incurred by the Contractor, its officers, employees, subcontractors, and others affiliated with the Contractor due to accidents, mishaps, misconduct, negligence or injuries either in person or property resulting from the work and/or services performed by the Contractor pursuant to the provisions of this contract, except for and to the extent caused by the negligence of the City of Cedar Falls, Iowa.

The Contractor expressly assumes full responsibility for damages or injuries which may result to any person or property by reason of or in connection with the work and/or services provided by the Contractor to the City of Cedar Falls, Iowa pursuant to this contract to the extent arising out of the errors, omissions or negligent acts of the Contractor, its agents, employees, subcontractors or others working on behalf of the Contractor, and agrees to pay the City of Cedar Falls, Iowa for all damages caused to the City of Cedar Falls, Iowa premises resulting from the work and/or services of the Contractor, its officers, employees, subcontractors, and others affiliated with the Contractor to the extent arising out of such errors, omissions or negligent acts.

The Contractor represents that its activities pursuant to the provisions of this contract will be performed and supervised by adequately trained and qualified personnel, and the Contractor will observe, and cause its officers, employees, subcontractors and others affiliated with the Contractor to observe all applicable safety rules.

12. Waiver of Subrogation: To the extent permitted by law, Contractor hereby releases the City of Cedar Falls, Iowa, its elected and appointed officials, its directors, employees, and agents working on behalf of the City of Cedar Falls, Iowa, from and against any and all liability or responsibility to the Contractor or anyone claiming through or under the Contractor by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty and for any loss due to bodily injury to Contractor's employees. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this contract or arising out of the work performed under this contract. The Contractor's policies of insurance (except for Professional Liability) shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the Contractor to recover thereunder.

Completion Checklist

- Certificate of Liability Insurance (2 pages)
- Additional Insured CG 20 10 07 04
- Additional Insured CG 20 37 07 04
- Governmental Immunities Endorsement

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, its boards, commissions and/or authorities and their board members, employees, 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)

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Your insurance Agency 123 Main Street Anytown, IA 00000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID #:	
INSURED Business Name 123 Main Street Anytown, IA 0000	INSURER(S) AFFORDING COVERAGE	
	INSURER A :	Carrier should reflect rating of A-, VIII or better
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Policy Number	01/01/2015	01/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Policy Number	01/01/2015	01/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Policy Number	01/01/2015	01/01/2016	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Policy Number	01/01/2015	01/01/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	Errors & Omissions	<input type="checkbox"/>	<input type="checkbox"/>	Policy Number	01/01/2015	01/01/2016	Each Occurrence \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
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 an Additional Insured(s) on the general liability policy on a primary and non-contributory basis (CG2010 & CG2037). Governmental Immunities Endorsement including 30 Days Notice of Cancellation Included. Waiver of Subrogation under the Work Comp & Gen Liab.

CERTIFICATE HOLDER City of Cedar Falls 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

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

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
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.

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.

All terms and conditions of this policy apply unless modified by this endorsement.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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".

All terms and conditions of this policy apply unless modified by this endorsement.

EXHIBIT C

**OLIVE STREET BOX CULVERT REPLACEMENT
CEDAR FALLS, IOWA
CITY PROJECT NUMBER: BR-106-3215**

2/9/12

**STANDARD TERMS AND CONDITIONS FOR CONTRACTS BETWEEN CONTRACTORS WHO
PERFORM PROFESSIONAL SERVICES AND THE CITY OF CEDAR FALLS**

This document outlines the Standard Terms and Conditions for all Contractors who perform work or services for the City of Cedar Falls under a contract. The term, "Contractor," as used in this document, includes an engineer, an architect, and any other design professional providing professional services to the City of Cedar Falls, Iowa, under a contract (but excludes construction contractors).

1. This Contract may not be modified or amended except by a writing signed by an authorized representative of the City of Cedar Falls and of the Contractor.
2. Time is of the essence of this Contract.
3. Contractor shall be an independent contractor with respect to the services to be performed under this Contract. Neither Contractor nor its subcontractors, agents, or employees, shall be deemed to be employees or agents of the City.
4. Contractor shall perform all duties in accordance with all applicable federal, state and local laws and regulations.
5. If Contractor breaches this Contract, the City shall have all remedies available to it at law or in equity.
6. Severability. If any provision of this Contract is declared invalid, illegal, or incapable of being enforced by any court of competent jurisdiction, all of the remaining provisions of this Contract shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.
7. Assignment. Contractor may not assign this Contract or any of its rights or obligations hereunder, without the prior written consent of the City, which consent may be withheld in the sole and absolute discretion of the City.
8. Survival of Obligations. All obligations and duties which by their nature extend beyond the term of this Contract shall survive the expiration or termination of this Contract.
9. Governing Law; Jurisdiction; Venue and Trial. This Contract shall be construed in accordance with, and all disputes hereunder shall be governed by, the laws of the State of Iowa, excluding its conflicts of law rules. The parties hereto agree that the exclusive jurisdiction and venue shall be in the Iowa District Court for Black Hawk County, and in no other jurisdiction or location, and shall not be removed to federal court. The parties hereby agree to waive the right to trial by jury and agree to submit all disputes to a trial by judge alone. The parties agree that no disputes under this Contract shall be submitted to binding arbitration, but may be submitted to mediation by mutual consent of both parties.
10. Any failure of Contractor to comply with the Insurance Requirements for Contractors for the City of Cedar Falls set forth on Attachment A, shall constitute a default under this Contract.

11. Attorneys' Fees. In the event of litigation, the City shall under no circumstances be obligated for payment of any attorneys' fees of Contractor or any other party, arising out of such litigation.

12. Payment. Payment of Contractor's invoices shall be due no sooner than thirty (30) days from the date of invoice. In the event any invoices are not paid within thirty (30) days, the City shall pay interest thereon at the rate provided for by Section 668.13(3), Code of Iowa, computed monthly.

13. The City shall not be obligated to maintain confidentiality of Contractor documents or records that are furnished to the City if such documents are public records under the Iowa Open Records Law, Chapter 22, Code of Iowa, and the City shall have no responsibility to Contractor for disclosure of such records.

14. Under no circumstances shall the City waive any damages against the Contractor or any other party arising out of any breach of this Contract, whether consequential, indirect, special, or punitive damages.

15. Under no circumstances shall the Contractor's liability to the City be limited to any specific amount or sum, whether that amount is the compensation paid by the City to the Contractor under this Contract, or the dollar amount of coverage provided for in the Insurance Requirements for Contractors for the City of Cedar Falls, Attachment A.

16. No waiver of the City's subrogation rights against the Contractor or any other party shall conflict with the provisions of the City Insurance Requirements, Attachment A.

17. Limitations Period. There shall be no limitation, except as provided for by Iowa law, on the period of time within which the City may make any claim against the Contractor or other party under the provisions of this Contract.

18. This Contract shall not be binding on the City unless and until approved by the City Council of the City at a duly constituted meeting, and signed by the Mayor and City Clerk of the City.

19. Warranties. Contractor represents and warrants that all services furnished to the City under this Contract shall be furnished in a skilled and workmanlike manner, in accordance with the degree of skill and care that is required by current, good and sound practices applicable to the Contractor's industry or profession, and as otherwise required by applicable law.

20. Force Majeure. Neither party to this Contract shall be liable to the other party for delays in performing the services, or for the direct or indirect cost resulting from such delays, that may result from acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party. Each party will take reasonable steps to mitigate the impact of any force majeure.

**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 Robert M. Green and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: January 2, 2020

SUBJECT: Gateway Business Park at Cedar Falls I
Project No. SU-282-1904
Temporary Easement Agreement
CF Gateway Park Inc.

The City of Cedar Falls Council approved a Developmental Procedures Agreement with CF Gateway Park, Inc. on June 4th, 2018 for the oversizing of the sanitary sewer system and upsizing a 5-foot sidewalk to a 10-foot trail. As part of the First Amendment to the Development Procedures Agreement with CF Gateway Park, Inc., this development requires an updated temporary easement from two properties, CF Gateway Park Inc. and Shri Mahaganapati and Hanumanta, Inc., in order to complete the trail along Hudson Road.

The Temporary Easement Agreement for CF Gateway Park Inc. is attached for review. This easement is part of Gateway Business Park at Cedar Falls I, Tract B, in the City of Cedar Falls, Black Hawk County, Iowa.

The Engineering Division recommends that the Temporary Easement Agreement with Gateway Park Inc. be accepted by the City Council and recorded at the Black Hawk County Recorder's Office.

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

Prepared by: Drew Lensch, 4700 E. 53rd Street, Davenport, IA 52807, (563) 349-9820

TEMPORARY EASEMENT

The undersigned CF Gateway Park Inc., (hereinafter "Grantor"), in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey to the City of Cedar Falls, Iowa (hereinafter "Grantee"), its successors and assigns, a temporary easement over, under, and across the real estate legally described below, for purposes of construction, operation and maintenance of the recreation trail, together with the right of ingress to and egress from the real estate described below, in order to perform all work and do all other things reasonably necessary to exercise all rights granted to Grantee in this easement, provided that such easement shall not unreasonably interfere with grantor's business operation or access thereto. This Easement shall expire upon installation of the recreation trail.

Said temporary easement is granted over the following real estate owned by Grantor within the following defined area, not including real estate owned by Grantee, to-wit:

That part of Tract "B" in "Gateway Business Park at Cedar Falls I" in the City of Cedar Falls, Black Hawk County, Iowa, described as follows:

Beginning at the Northwesterly corner of said Tract "B"; thence along the Northerly line of said Tract "B" North 86°31'44" East a distance of 30.33 feet; thence South 05°02'35" West a distance of 68.13 feet; thence South 00°02'12" West a distance of 21.53 feet to the South line of said Tract "B"; thence along the South line of said Tract "B" South 89°59'50" West a distance of 30.00 feet to the Southwest corner of said Tract "B"; thence along the West line of said Tract "B" North 00°02'12" East a distance of 22.86 feet; thence along the Westerly line of said Tract "B" North 05°02'35" East a distance of 64.95 feet to the point of beginning. Containing 2,662 sq. ft.

Exhibit A illustrates the easement location with defined real estate owned by Grantor and Grantee.

This easement shall be temporary in nature, terminating upon completion of recreation trail construction. Shall benefit and shall be binding upon Grantor and Grantee, and their respective heirs, personal representatives, successors and assigns, and shall constitute a covenant that runs with the Grantor's land.

Upon completion of any construction or maintenance work undertaken by Grantee upon the above-described real estate, the Grantee shall be required to replace or restore any and all damage to said real estate resulting from said construction or maintenance work as is reasonable under the circumstances including, but not limited to, utilities, landscaping, retaining walls, plantings and turf, or as otherwise provided in the First Amendment to Developmental Procedures Agreement for Gateway Business Park at Cedar Falls I, as approved on January 6th, 2020.

CF Gateway Park Inc.

By *Kishan Patel*
Kishan Patel, Officer

STATE OF Iowa)
) ss.
COUNTY OF Black Hawk)

On this 31 day of December, 2019, before me the undersigned, a Notary Public in and for said County, in said State, personally appeared Kishan Patel, to me personally known, who, being by me duly sworn, did say that he is the Officer of CF Gateway Park Inc. and that said instrument was signed on behalf of said corporation; and that the signor acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by him voluntarily executed.

Courtney Fisher
Notary Public in and for the State of -
Iowa

My Commission Expires: May 25, 2021



ACCEPTANCE OF EASEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Easement.

Dated this _____ day of _____, 2020.

CITY OF CEDAR FALLS, IOWA

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC
City Clerk

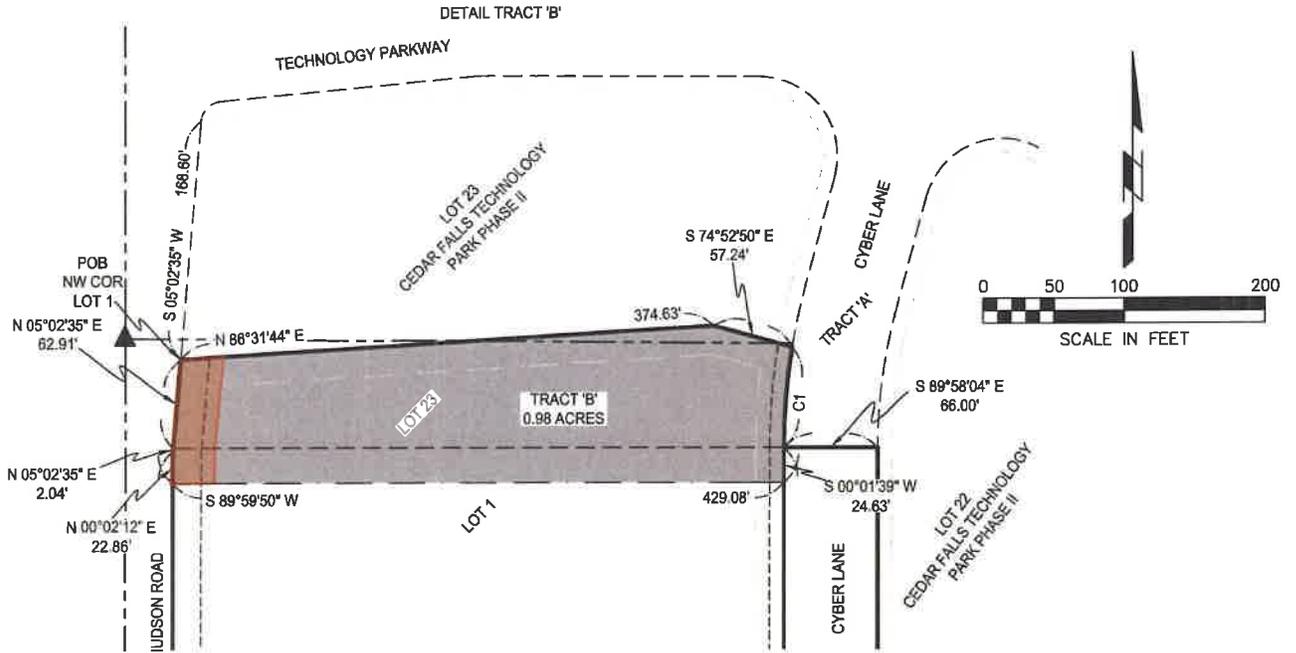
STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

This instrument was acknowledged before me on _____, 2020, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires: _____

FINAL PLAT
GATEWAY BUSINESS PARK AT CEDAR FALLS I
IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA



**DEPARTMENT OF PUBLIC WORKS**

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: January 2, 2020

SUBJECT: Gateway Business Park at Cedar Falls I
Project No. SU-282-1904
Temporary Easement Agreement
Shri Mahaganapati and Hanumanta, Inc.

The City of Cedar Falls Council approved a Developmental Procedures Agreement with CF Gateway Park, Inc. on June 4th, 2018 for the oversizing of the sanitary sewer system and upsizing a 5-foot sidewalk to a 10-foot trail. As part of the First Amendment to the Development Procedures Agreement with CF Gateway Park, Inc., this development requires an updated temporary easement from two properties, CF Gateway Park Inc. and Shri Mahaganapati and Hanumanta, Inc., in order to complete the trail along Hudson Road.

The Temporary Easement Agreement for Shri Mahaganapati and Hanumanta, Inc., is attached for review. This easement is part of Cedar Falls Technology Park Phase II, Lot 23, in the City of Cedar Falls, Black Hawk County, Iowa.

The Engineering Division recommends that the Temporary Easement Agreement with Gateway Park Inc. be accepted by the City Council and recorded at the Black Hawk County Recorder's Office.

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

Prepared by: Drew Lensch, 4700 E. 53rd Street, Davenport, IA 52807, (563) 349-9820

TEMPORARY EASEMENT

The undersigned SHRI MAHAGANAPATI AND HANUMANTA, INC., (hereinafter "Grantor"), in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey to the City of Cedar Falls, Iowa (hereinafter "Grantee"), its successors and assigns, a temporary easement over, under, and across the real estate legally described below, for purposes of construction, operation and maintenance of the recreation trail, together with the right of ingress to and egress from the real estate described below, in order to perform all work and do all other things reasonably necessary to exercise all rights granted to Grantee in this easement, provided that such easement shall not unreasonably interfere with grantor's business operation or access thereto. This Easement shall expire upon installation of the recreation trail.

Said temporary easement is granted over the following real estate owned by Grantor within the following defined area, not including real estate owned by Grantee, to-wit:

That part of Lot 23 in "Cedar Falls Technology Park Phase II" in the City of Cedar Falls, Black Hawk County, Iowa, described as follows:

Beginning at the Northwesterly corner of Tract "B" in "Gateway Business Park at Cedar Falls I" in the City of Cedar Falls, Black Hawk County, Iowa; thence along the Westerly line of said Lot 23 North 04°10'03" East a distance of 168.60 feet; thence Northeasterly 20.84 feet along a curve concave Southeasterly having a radius of 15.00 feet, a central angle of 79°35'51" and a long chord of North 43°57'59" East 19.20 feet; thence along the Northerly line of said Lot 23 North 83°45'54" East a distance of 18.01; thence South 04°10'03" West a distance of 182.11 feet to the Northerly line of said Tract "B"; thence along said Northerly line 85°39'12" West a distance of 30.33 feet to the point of beginning. Containing 5,417 sq. ft.

Exhibit A illustrates the easement location with defined real estate owned by Grantor and Grantee.

This easement shall be temporary in nature, terminating upon completion of recreation trail construction. Shall benefit and shall be binding upon Grantor and Grantee, and their respective heirs, personal representatives, successors and assigns, and shall constitute a covenant that runs with the Grantor's land.

Upon completion of any construction or maintenance work undertaken by Grantee upon the above-described real estate, the Grantee shall be required to replace or restore any and all damage to said real estate resulting from said construction or maintenance work as is reasonable under the circumstances including, but not limited to, existing monument signage, landscaping, retaining walls, plantings and turf, or as otherwise provided in the First Amendment to Developmental Procedures Agreement for Gateway Business Park at Cedar Falls I, as approved on January 6th, 2020.

SHRI MAHAGANAPATI AND HANUMANTA, INC.

By [Signature]
Kishan Patel, Officer

STATE OF Iowa)
) ss.
COUNTY OF Black Hawk)

On this 31 day of December, 2019, before me the undersigned, a Notary Public in and for said County, in said State, personally appeared Kishan Patel, to me personally known, who, being by me duly sworn, did say that he is the Officer of Shri Mahaganapati and Hanumanta, Inc. and that said instrument was signed on behalf of said corporation; and that the signor acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by him voluntarily executed.

[Signature]
Notary Public in and for the State of -
Iowa

My Commission Expires: May 25, 2021



ACCEPTANCE OF EASEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Easement.

Dated this _____ day of _____, 2020.

CITY OF CEDAR FALLS, IOWA

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC
City Clerk

STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

This instrument was acknowledged before me on _____, 2020, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires: _____



ADMINISTRATION

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

MEMORANDUM

TO: Honorable Mayor Robert M. Green and City Council
FROM: Shane Graham, Economic Development Coordinator
DATE: January 2, 2020
SUBJECT: First Amendment to Developmental Procedures Agreement – Gateway Business Park at Cedar Falls I

On June 4, 2018, City Council approved the final plat of Gateway Business Park at Cedar Falls I, a 2-lot subdivision located at the northeast corner of Hudson Road and W. Ridgeway Avenue. Lot 1 was developed with a new Holiday Inn & Suites Hotel and convention center, and DQ Grill & Chill restaurant and BP gas station is currently under construction on Lot 2. Also part of the plat was a new road (Cyber Lane), which runs north to south along the east side of the plat.

In conjunction with the final plat, City Council also approved a Developmental Procedures Agreement for Gateway Business Park at Cedar Falls I, which noted that certain infrastructure improvements would need to be constructed greater in size in order to not only meet the needs of the platted area, but also to complete a logical and efficient system of infrastructure for the surrounding areas, which benefits the entire community. In such instances where oversized infrastructure is constructed by the developer, the City will pay the subdivider the difference in cost between the infrastructure necessary to serve the platted area and the cost of the oversized infrastructure necessary to serve the larger needs of the community. In the instance of Gateway Business Park at Cedar Falls I, it was agreed that the developer would install a larger 15" diameter sanitary sewer main as opposed to a typical 8" diameter sanitary sewer main, as well as a 10-foot wide recreational trail located along Hudson Road from Technology Parkway south to W. Ridgeway Avenue, and along W. Ridgeway Avenue east to Cyber Lane as opposed to a 5' wide sidewalk.



The oversized 15" diameter sanitary sewer main has been constructed, and a portion of the 10' wide recreational trail has been constructed. However, a portion of recreational trail between

Technology Parkway and Tract B of Gateway Business Park at Cedar Falls I (located just north of the Holiday Inn & Suites parcel) has not been constructed. There are certain site limitations in this area, as there are grade differences and there is a monument sign for the Holiday Inn Express (which is also owned by the developer) in this location as well. City staff, along with the developer's engineer, have looked at different options to construct this portion of trail, but have found that all of the options are either undesirable or unfeasible at this time.

Therefore, staff and the developer wish to amend the Developmental Procedures Agreement to include a payment from the developer to the City for the cost of the 5-foot sidewalk on the portion not yet completed, and then the City will complete the improvements when the City determines it to be feasible. In addition to the payment, the developer will also provide a temporary construction and grading easement to the City in order for the City to complete the trail segment in this area.

It should be noted that all other terms of the original Developmental Procedures Agreement will still be in effect. This includes the construction of the recreational trail adjacent to Lot 2 in Gateway Business Park at Cedar Falls I. That lot is currently under construction, so that portion of the trail will need to be completed by the developer prior to receiving an occupancy permit for that lot.

This amendment has been reviewed by the City Attorney, and is acceptable to both parties.

STAFF RECOMMENDATION

City staff recommends approving the First Amendment to the Developmental Procedures Agreement – Gateway Business Park at Cedar Falls I, with CF Gateway Park, Inc.

Prepared by: Stephanie Houk Sheetz, 220 Clay Street, Cedar Falls, IA 50613

(319) 273-8600

SPACE ABOVE THIS LINE FOR THE RECORDER

**FIRST AMENDMENT TO
DEVELOPMENTAL PROCEDURES AGREEMENT
GATEWAY BUSINESS PARK AT CEDAR FALLS I
CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA**

This First Amendment ("Amendment") is made as of the _____ day of _____, 2020, to the DEVELOPMENTAL PROCEDURES AGREEMENT: GATEWAY BUSINESS PARK AT CEDAR FALLS I dated June 4, 2018 ("Agreement") between the CITY OF CEDAR FALLS, IOWA ("City") and CF GATEWAY PARK, INC., an Iowa corporation ("Subdivider"). Unless otherwise defined herein, all capitalized terms shall have the meanings set forth in the Agreement.

WHEREAS, pursuant to Resolution No. 20,145 the City previously approved the Agreement, in which the City agreed to make oversizing payments to Subdivider for the completion of certain public improvements both on-site and off-site; and

WHEREAS, the Agreement requires Subdivider to construct a Recreational Trail from Technology Parkway south to West Ridgeway Avenue and then east to Cyber Lane and Subdivider has completed portions of such Recreational Trail, including across Lot 1 of Gateway Business Park at Cedar Falls I; and

WHEREAS, a section of such Recreational Trail is not completed, as shown in Exhibit A hereinafter referred to as the "Incomplete Trail Segment"; and

WHEREAS, the City and Subdivider have explored multiple options to complete the Incomplete Trail Segment and have found all options to be either undesirable or infeasible at this time; and

WHEREAS, the City and Subdivider wish to amend the Agreement to address this issue,

NOW, THEREFORE, it is agreed by the parties:

1. The cost of constructing a ten (10) foot trail through the entire area of the Incomplete Trail Segment is estimated to be \$14,530.42. Such amount excludes grading, and stormwater expenses, which shall be borne by the City unless otherwise stated herein.

2. Subdivider shall pay the City \$7,265.21, which is equal to the cost of construction a five foot sidewalk. Immediately upon execution of this Amendment, Subdivider shall make a cash payment to the City in the above amount that will be used by the City for any purpose whatsoever at its discretion.
3. Subdivider shall grant to the City a thirty (30) foot wide temporary construction and grading easements, substantially in conformance with the attached Exhibit B of this Amendment, at no cost to the City, to facilitate future construction of the Incomplete Trail Segment. The easements shall be executed by Subdivider immediately upon execution of this Amendment.
4. City shall design and construct the Incomplete Trail Segment at its expense at the time the City determines that such construction is feasible, sufficient funds are allocated, and the City Council of the City approves of such design and construction.
5. City will coordinate design and construction of the Incomplete Trail Segment with the Subdivider and use its best efforts to not affect the stormwater detention facilities on private property. Such stormwater detention facilities are generally shown on Exhibit C attached.
6. City will coordinate design and construction of the Incomplete Trail Segment with the Subdivider and use its best efforts to not relocate the existing sign, currently located at the southwest corner of 1614 Technology Parkway (as generally shown on Exhibit D). Subdivider will relocate the sign, if deemed necessary by City for trail installation, at Subdivider's expense, within 120 days' of City providing sixty (60) percent check-plans to Subdivider. Placement of new sign shall follow current City of Cedar Falls Ordinances and existing topography shall be maintained vertically to the adjacent structures' first floor elevation to match the existing sign.
7. Subdivider's complete performance of the terms of this Amendment shall serve to satisfy Subdivider's duty to construct a five (5) foot sidewalk through the entire area of the Incomplete Trail Segment. However, nothing herein shall be construed to limit, reduce, diminish or eliminate Subdivider's duties as set forth in the Agreement, including but not limited to construction of any other sidewalks or trails in Gateway Park at Cedar Falls I.
8. The terms of this Amendment bind the parties, their successors and assigns, to the covenants herein which shall run with the land.

AGREEMENT RATIFIED. Except as amended and/or modified by this First Amendment, the Agreement is hereby ratified and confirmed and all other terms of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the City has caused this Amendment to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and Subdivider has caused this Amendment to be duly executed in their name and behalf by their authorized representatives, all on or as of the date first written above.

CITY OF CEDAR FALLS, IOWA

By: _____
Robert M. Green, Mayor

ATTEST:

By: _____
Jacque Danielsen, MMC, City Clerk

STATE OF IOWA)
) ss:
COUNTY OF BLACK HAWK)

This instrument was acknowledged before me on the _____ day of _____, 2020, by Robert M. Green, as Mayor, and Jacque Danielsen, MMC, as City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

CF GATEWAY PARK, INC,
an Iowa corporation

By: *Kishan Patel*
Kishan Patel, Officer

STATE OF IOWA)
) ss:
COUNTY OF BLACK HAWK)

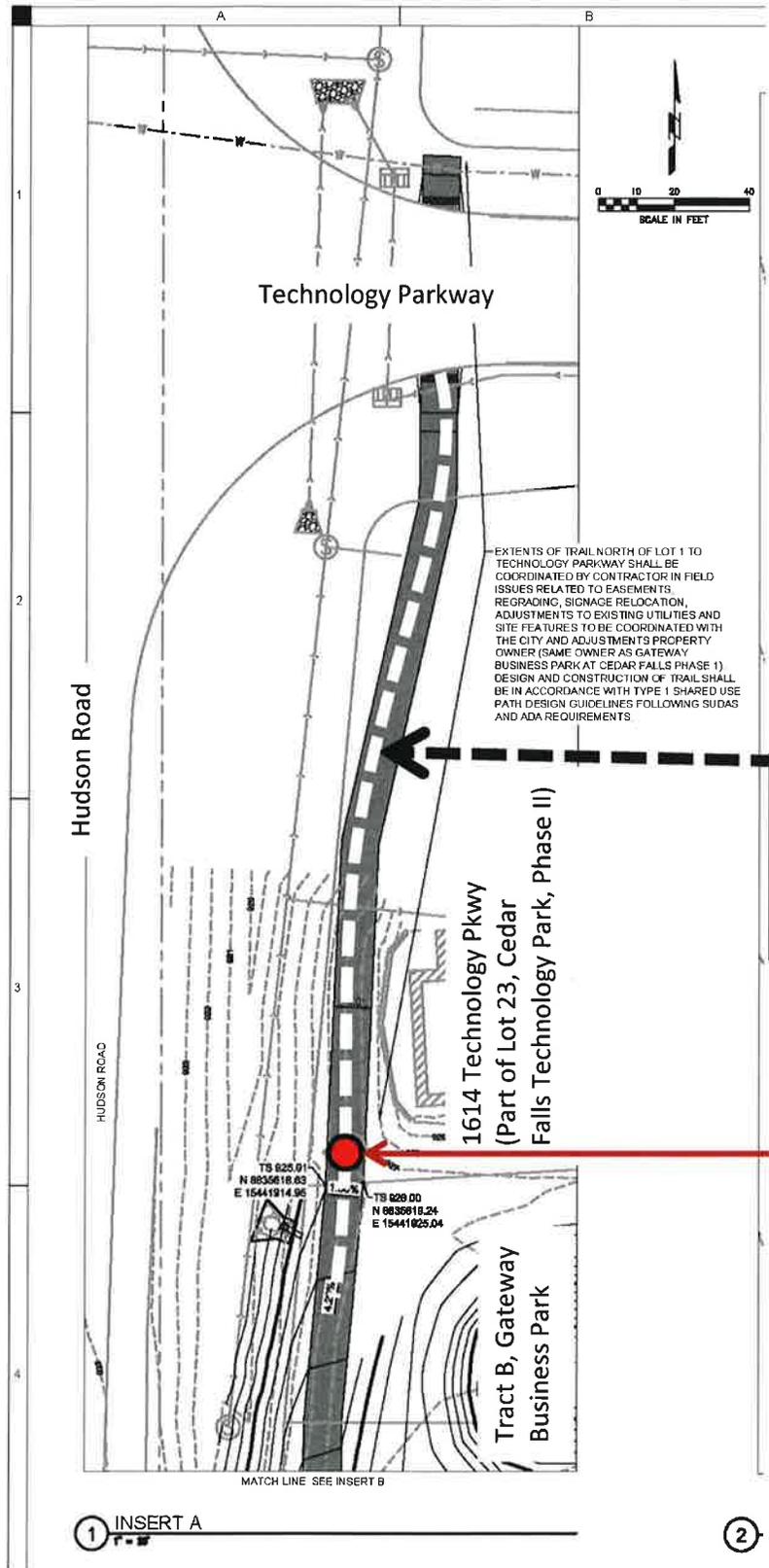
This instrument was acknowledged before me on the 31 day of December, 2019, by Kishan Patel, as Officer of CF Gateway Park, Inc., an Iowa corporation.

Courtney Fisher
Notary Public in and for the State of Iowa

My Commission Expires:
May 25, 2021



Exhibit A Incomplete Trail Segment



EXTENTS OF TRAIL NORTH OF LOT 1 TO TECHNOLOGY PARKWAY SHALL BE COORDINATED BY CONTRACTOR IN FIELD ISSUES RELATED TO EASEMENTS, REGRAVING, SIGNAGE RELOCATION, ADJUSTMENTS TO EXISTING UTILITIES AND SITE FEATURES TO BE COORDINATED WITH THE CITY AND ADJUSTMENTS PROPERTY OWNER (SAME OWNER AS GATEWAY BUSINESS PARK AT CEDAR FALLS PHASE I) DESIGN AND CONSTRUCTION OF TRAIL SHALL BE IN ACCORDANCE WITH TYPE 1 SHARED USE PATH DESIGN GUIDELINES FOLLOWING SUDAS AND ADA REQUIREMENTS.

Incomplete section of trail, approximately 260' (identified with the dashed white line).

Business sign (identified with red dot).

1 INSERT A

2

Exhibit B
Temporary Construction and Grading Easements

TEMPORARY EASEMENT

The undersigned CF Gateway Park Inc., (hereinafter "Grantor"), in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey to the City of Cedar Falls, Iowa (hereinafter "Grantee"), its successors and assigns, a temporary easement over, under, and across the real estate legally described below, for purposes of construction, operation and maintenance of the recreation trail, together with the right of ingress to and egress from the real estate described below, in order to perform all work and do all other things reasonably necessary to exercise all rights granted to Grantee in this easement, provided that such easement shall not unreasonably interfere with grantor's business operation or access thereto. This Easement shall expire upon installation of the recreation trail.

Said temporary easement is granted over the following real estate owned by Grantor within the following defined area, not including real estate owned by Grantee, to-wit:

That part of Tract "B" in "Gateway Business Park at Cedar Falls I" in the City of Cedar Falls, Black Hawk County, Iowa, described as follows:

Beginning at the Northwesterly corner of said Tract "B"; thence along the Northerly line of said Tract "B" North 86°31'44" East a distance of 30.33 feet; thence South 05°02'35" West a distance of 68.13 feet; thence South 00°02'12" West a distance of 21.53 feet to the South line of said Tract "B"; thence along the South line of said Tract "B" South 89°59'50" West a distance of 30.00 feet to the Southwest corner of said Tract "B"; thence along the West line of said Tract "B" North 00°02'12" East a distance of 22.86 feet; thence along the Westerly line of said Tract "B" North 05°02'35" East a distance of 64.95 feet to the point of beginning. Containing 2,662 sq. ft.

Exhibit A illustrates the easement location with defined real estate owned by Grantor and Grantee.

This easement shall be temporary in nature, terminating upon completion of recreation trail construction. Shall benefit and shall be binding upon Grantor and Grantee, and their respective heirs, personal representatives, successors and assigns, and shall constitute a covenant that runs with the Grantor's land.

Upon completion of any construction or maintenance work undertaken by Grantee upon the above-described real estate, the Grantee shall be required to replace or restore any and all damage to said real estate resulting from said construction or maintenance work as is reasonable under the circumstances including, but not limited to, utilities, landscaping, retaining walls, plantings and turf, or as otherwise provided in the First Amendment to Developmental Procedures Agreement for Gateway Business Park at Cedar Falls I, as approved on January 6th, 2020.

CF Gateway Park Inc.

By _____

ACCEPTANCE OF EASEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Easement.

Dated this _____ day of _____, 2020.

CITY OF CEDAR FALLS, IOWA

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC
City Clerk

STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

This instrument was acknowledged before me on _____, 2020, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires: _____

COUNTY OF _____)

On this _____ day of _____, 2019, before me the undersigned, a Notary Public in and for said County, in said State, personally appeared Kishan Patel, to me personally known, who, being by me duly sworn, did say that he is the Officer of Shri Mahaganapati and Hanumanta, Inc. and that said instrument was signed on behalf of said corporation; and that the signor acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by him voluntarily executed.

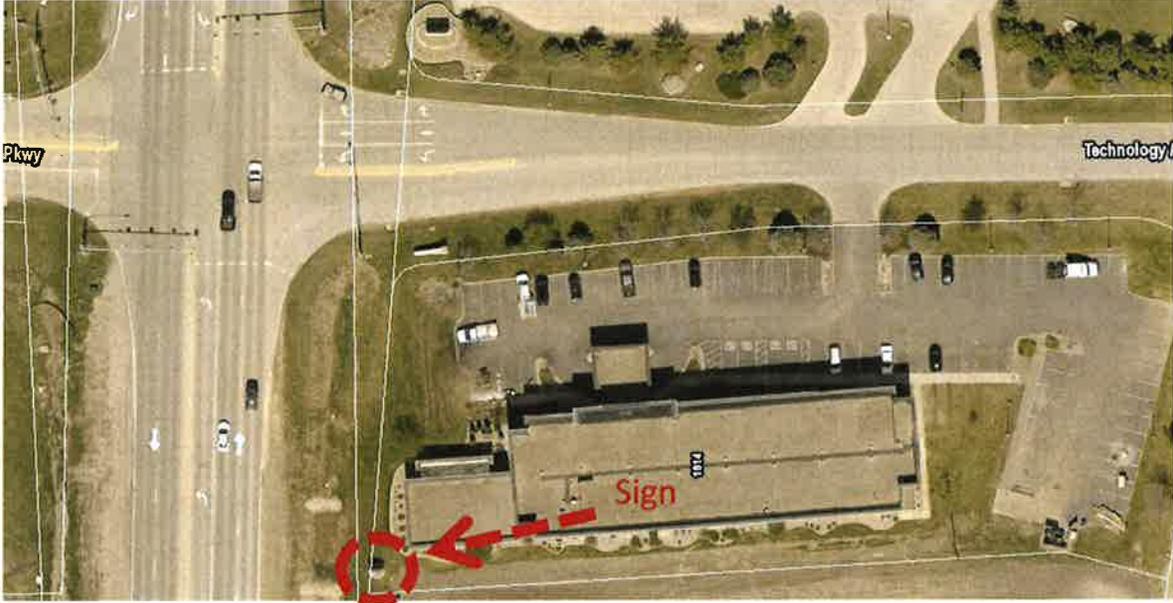
Notary Public in and for the State of _____

My Commission Expires: _____

Exhibit C
Existing Stormwater Detention Facilities



Exhibit D
Existing Sign




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 Robert M. Green and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: January 2, 2020

SUBJECT: Gateway Business Park at Cedar Falls I
 Final Acceptance of Improvements
 Project No. SU-282-1904

Construction work has been completed on the public improvements for Gateway Business Park at Cedar Falls I. The project was designed by Shive-Hattery, Inc., and has been completed in accordance with the project plans and the City of Cedar Falls standard specifications. The project was inspected by Clapsaddle Garber Associates.

The Engineering Division has reviewed and approved the project plans and specifications, inspected the project through the construction process, and has received and reviewed the project reports and certifications. The project documentation is in order and the project is complete and ready for City Council acceptance contingent upon the executed First Amendment to the Developmental Procedures Agreement for Gateway Business Park at Cedar Falls I related to the trail along Hudson Road. The City of Cedar Falls will continue with construction of Cyber Lane after legal proceedings have been completed. Attached are copies of the maintenance bond from the developer, CF Gateway Park Inc., and the Gateway Business Park at Cedar Falls I final plat.

Gateway Business Park at Cedar Falls I has been constructed in reasonable compliance with the project plans and specifications. The Engineering Division recommends that the City Council approve and accept the public improvements for Gateway Business Park at Cedar Falls I, subject to the First Amendment to the Developmental Procedures Agreement for Gateway Business Park at Cedar Falls I.

Matthew Tolan, EI, Civil Engineer II

January 2, 2020

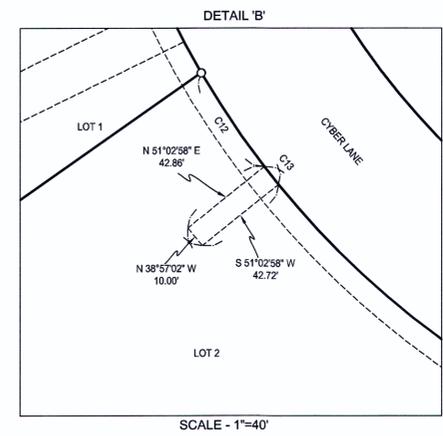
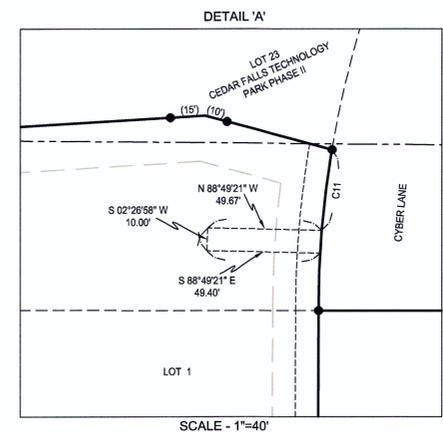
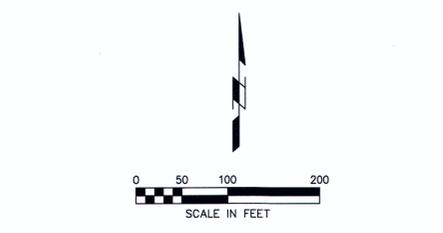
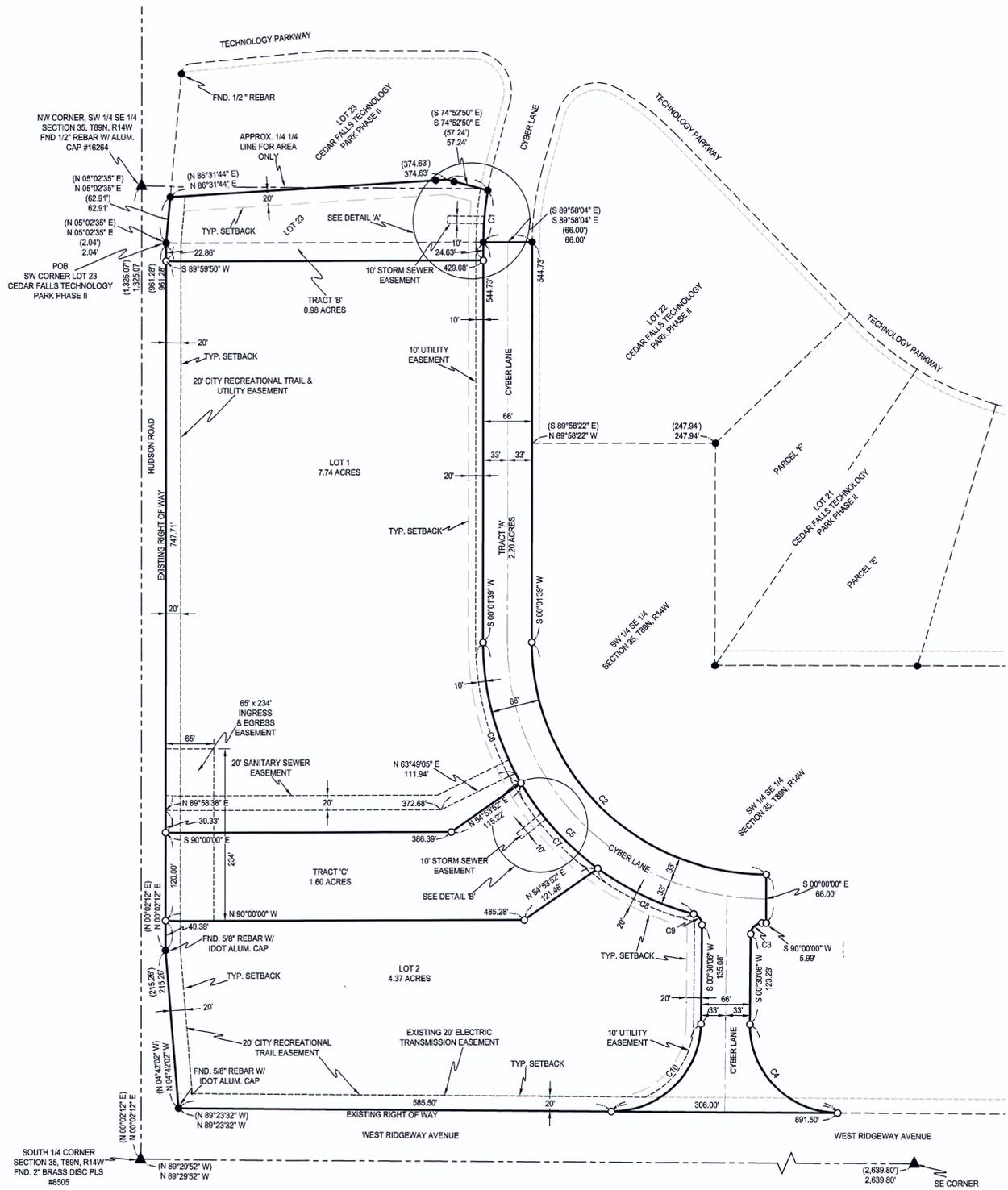
Date

Xc: Chase Schrage, Director of Public Works
 David Wicke, PE, Civil Engineer

INDEX LEGEND:
 LOCATION: PART OF LOT 23 IN CEDAR FALLS
 TECHNOLOGY PARK PHASE II,
 CEDAR FALLS, BLACK HAWK COUNTY, IOWA
 & PART OF SW 1/4 OF THE SE 1/4
 SECTION 35, T89N, R14W
 REQUESTOR: RUSSELL CONSTRUCTION COMPANY
 PROPRIETOR: CF GATEWAY PARK, INC.
 SURVEYOR: WADE D. WAMRE, PLS
 COMPANY: SHIVE-HATTERY, INC.
 RETURN TO: 316 2ND STREET SE, SUITE 500
 CEDAR RAPIDS, IOWA 52401
 wwamre@shive-hattery.com
 319-364-0227

FINAL PLAT

GATEWAY BUSINESS PARK AT CEDAR FALLS I IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA



PARCEL ACREAGE TABLE			
QUARTERS	EXCLUDING ROAD	ROAD ROW	TOTAL
NW 1/4 SE 1/4	0.03 ACRES		0.03 ACRES
SW 1/4 SE 1/4	14.86 ACRES	2.20 ACRES	16.86 ACRES

LAND DESCRIPTION:
 That part of the Southeast Quarter of Section No. 35, Township No. 89 North, Range No. 14 West of the Fifth Principal Meridian in the City of Cedar Falls, Black Hawk County, Iowa, lying Southerly of Cedar Falls Technology Park Phase II, City of Cedar Falls, Iowa, except those parcels deeded for road purposes in 112 LD 487, 539 LD 335, 539 LD 338 and 552 LD 935.

and
 Lot 23 in Cedar Falls Technology Park Phase II, City of Cedar Falls, Iowa, except that part of Lot 23, Cedar Falls Technology Park Phase II described as follows:

Commencing at the Southwest corner of said Lot 23; Thence N 04°09'06" E 62.91 feet along the West line of said Lot 23 to the point of beginning; Thence N 85°40'03" E 374.63 feet; Thence S 75°44'42" E 57.22 feet to the East line of said Lot 23; Thence Northerly 42.91 feet along a 433.00 foot radius curve, concave Easterly (said curve having a long chord of 42.90 feet and bearing N 11°24'00" E); Thence N 14°14'21" E 31.41 feet along the East line of Lot 23; Thence Northwesterly 100.58 feet along a 55.00 foot radius curve, concave Southwesterly (said curve having a long chord of 87.14 feet and bearing N 38°00'02" W); Thence S 89°27'35" W 196.82 feet along the North line of said Lot 23; Thence S 83°44'57" W 182.43 feet along the North line of said Lot 23; Thence Southwesterly 20.84 feet along a 15 foot radius curve, concave Southeasterly (said curve having a long chord of 19.20 feet and bearing S 43°57'02" W); Thence S 04°09'06" W 168.60 feet along the West line of said Lot 23 to the point of beginning more particularly described as follows:

Beginning at the Southwest Corner of Lot 23, Cedar Falls Technology Park Phase II, City of Cedar Falls, Iowa; Thence N 05°02'35" E along the West line of said Lot 23 also being the East Right of Way of Hudson Road a distance of 62.91 feet; Thence N 86°31'44" E a distance of 374.63 feet; Thence S 74°52'50" E to a point on the West Right of Way of Cyber Lane a distance of 57.24 feet; Thence Southwesterly to the Southwest corner of said Lot 23 a distance of 70.90 feet along the arc of a 433.00 foot radius curve concaved easterly (Chord bears S 04°43'27" W a distance of 70.90 feet); Thence S 89°58'04" E a distance of 66.00 feet; Thence S 00°01'39" W a distance of 544.73 feet; Thence Southeasterly a distance of 498.10 feet along the arc of a 317.00 foot radius curve concaved Northeasterly (Chord bears S 44°59'10" E a distance of 448.42 feet); Thence S 00°00'00" E a distance of 66.00 feet; Thence S 90°00'00" W a distance of 5.99 feet; Thence Southwesterly a distance of 23.43 feet along the arc of a 15.00 foot radius curve concaved Southeasterly (Chord bears S 45°15'03" W a distance of 21.12 feet); Thence S 00°30'08" W a distance of 123.23 feet; Thence Southeasterly a distance of 188.27 feet along the arc of a 120.00 foot radius curve concaved Northeasterly to a point on the North Right of Way of West Ridgeway Avenue (Chord bears S 44°28'43" E a distance of 169.55 feet); Thence N 89°23'32" W along said North Right of Way to a point also being said East Right of Way a distance of 891.50 feet; Thence N 04°42'02" W along said East Right of Way a distance of 215.26 feet; Thence N 00°02'12" E along said East Right of Way a distance of 961.28 feet; Thence N 05°02'35" E along said East Right of Way to the Point of Beginning a distance of 2.04 feet.

Said parcel contains 16.89 acres, subject to easements and restrictions of record.

DATE OF SURVEY:
1/25/2018

AREA:
TOTAL: 16.89 ACRES

OWNER:
CF GATEWAY PARK, INC.
307 WINDING RIDGE ROAD
CEDAR FALLS, IOWA 50613

APPLICANT:
RUSSELL CONSTRUCTION COMPANY
4600 EAST 53RD STREET
DAVENPORT, IOWA 52807

SURVEYOR / CONTACT:
WADE D. WAMRE, PLS
SHIVE-HATTERY, INC.
316 2ND STREET SE, SUITE 500
CEDAR RAPIDS, IOWA 52401
PHONE: 319-364-0227
FAX: 319-364-4251
wwamre@shive-hattery.com

BASE OF BEARINGS:
ZONE 5
IOWA REGIONAL
COORDINATE SYSTEM

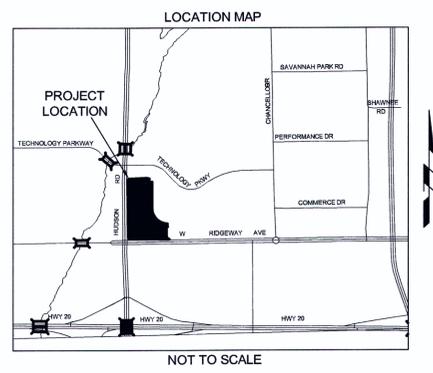
NOTES:

- 1.) DISTANCES ARE IN FEET AND DECIMALS THEREOF.
- 2.) SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SIGNATURE OF THE SURVEYOR.
- 3.) NO STRUCTURE OR PARKING AREAS WILL BE ALLOWED WITHIN THE SETBACK AREAS AROUND THE PERIMETER OF THE SITE OR ALONG INTERNAL STREETS AND PRINCIPAL ACCESSWAYS.
- 4.) ALL SIGNAGE SHALL PROVIDE A 10-FOOT SETBACK FROM THE PROPERTY LINE ALONG ALL PUBLIC RIGHTS-OF-WAY AND PRINCIPAL ACCESSWAYS.
- 5.) MINIMUM LOT FRONTAGE SHALL NOT BE LESS THAN 60 FEET & MINIMUM LOT FRONTAGE FOR CORNER LOTS SHALL NOT BE LESS THAN 80 FEET.
- 6.) ERROR OF CLOSURE FOR THE SUBDIVISION BOUNDARY IS NOT GREATER THAN 1:10,000 & ERROR FOR CLOSURE ON INTERIOR LOTS IS NOT GREATER THAN 1:5,000 FOR EACH LOT.
- 7.) 20' SETBACKS (TYP.) ON ALL EXTERIOR BOUNDARIES OF LOTS AND TRACTS.

CURVE TABLE					
CURVE	LENGTH	RADIUS	CHORD BRG	CHORD	DELTA
C1	70.98'	433.00'	S 04°43'27" W	70.90	009°23'32"
(C1)	(70.98')	(433.00')	(S 04°43'27" W)	(70.90)	
C2	498.10'	317.00'	S 44°59'10" E	448.42	090°01'41"
C3	23.43'	15.00'	S 45°15'03" W	21.12	089°29'54"
C4	188.27'	120.00'	S 44°26'43" E	169.55	089°53'37"
C5	502.66'	383.00'	S 37°34'14" E	467.36	075°11'50"
C6	200.75'	383.00'	S 14°59'15" E	198.46	030°01'52"
C7	157.15'	383.00'	S 41°45'28" E	156.05	023°30'34"
C8	144.77'	383.00'	S 64°20'27" E	143.91	021°39'24"
C9	19.81'	15.00'	S 37°20'02" E	18.40	075°40'15"
C10	188.72'	120.00'	S 45°33'19" W	169.86	090°06'26"
C11	35.77'	433.00'	S 07°03'12" W	35.76	004°44'01"
C12	49.58'	383.00'	S 33°42'41" E	49.54	007°24'59"
C13	10.00'	383.00'	S 38°10'03" E	10.00	001°29'46"

SURVEY LEGEND

●	FOUND 1/2" REBAR UNLESS OTHERWISE AS NOTED
▲	SET 5/8" REBAR W/ ORANGE CAP #17565
△	SECTION CORNER FOUND AS NOTED
()	RECORDED AS
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
—	PLAT OR SURVEY BOUNDARY
- - -	PLAT LOT LINE
- - -	EXISTING LOT LINE
- - -	SECTION LINE
- - -	EASEMENT LINE
- - -	EXISTING EASEMENT LINE
- - -	SETBACK LINE



PROFESSIONAL LAND SURVEYOR

WADE D. WAMRE, PLS
17565

IOWA

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the Laws of the State of Iowa.

(signature) 3/24/18
(date)

WADE D. WAMRE, PLS
License number: 17565
My license renewal date is December 31, 2018

Pages or sheets covered by this seal: 1

FINAL PLAT			
GATEWAY BUSINESS PARK AT CEDAR FALLS I			
IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA			
DATE	03-24-2018	SCALE	1"=100'
DRAWN	cen	APPROVED	OT2017-1
REFERENCE DRAWING		REVISION	TRACTS 'B' & 'C'

SHIVE-HATTERY
 ARCHITECTURE + ENGINEERING

Iowa | Illinois | Indiana | Missouri <http://www.shive-hattery.com>

PROJECT NO. 2171620
 ISSUED FOR 1 OF 1

SURETY BOND NO. NIA2065

MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, CF Gateway Park, Inc., as Principal (hereinafter the "Principal") and Merchants National Bonding, Inc., as Surety are held and firmly bound unto the City of Cedar Falls, Iowa, as Obligee (hereinafter referred to as "the City"), and to all persons who may be injured by any breach of any of the conditions of this Maintenance Bond (hereinafter referred to as "Bond") in the amount of One Million Forty-Nine Thousand Two Hundred Thirty-Five and 45/100 dollars (\$ 1,049,235.45), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

Whereas, prior to City Council approval of a final plat of a subdivided area, the Principal shall submit to the City Engineer this Bond to provide for the protection of the City against future liability for any and all defects in workmanship or materials and any conditions that could result in structural or other failure of all of the public infrastructure improvements required as part of final plat approval for a period of three (3) years from the date of acceptance of any required public improvement which is the _____ day of _____, _____; and

Whereas, the Principal represents that it has constructed and installed all required public infrastructure improvements as required as part of the final plat approval, to conform with approved construction plans which meet the design standards and technical standards established for such public improvements by the City and by Cedar Falls Utilities, and as shown on the approved construction plans and described in detail as follows:

Public Improvements per Exhibit "B" In connection with Gateway Business Park at Cedar Falls I

Now therefore, it is expressly understood and agreed by the Principal and Surety in this Bond that the following provisions are a part of this Bond and are binding upon said Principal and Surety, to-wit:

- 1. MAINTENANCE: The Principal and Surety on this Bond hereby agree, at their own expense:
 - A. To remedy any and all defects that may develop in or result from work performed on the above described public infrastructure improvements required as part of final plat approval for a period of three (3) years from the date of acceptance of all required public infrastructure improvements, by reason of defects in workmanship or materials used in construction of said work;
 - B. To keep all work in continuous good repair; and
 - C. To pay the City's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the City all outlay and expense incurred as a result of Principal's and Surety's failure to remedy any defect as required by this section.
 - D. Following Principal and Surety's repair and construction of any failed infrastructure component or elements the City Engineer shall determine whether the three-year bond shall be renewed or extended beyond the original three-year bond period. In the event of major structural failures the maintenance bond shall be renewed if recommended by the

City Engineer for a new three-year period from the date of repair for that portion of the public improvements involved in the structural failure and repair

2. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
- A. That this Bond shall remain in full force and effect until the maintenance period is completed, whether completed within the specified three (3) year period or within an extension thereof, as provided in Section 1-D.
 - B. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the date of acceptance the right to sue on this Bond.
 - C. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the City including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the City's staff attorneys), and all costs and expenses of litigation as they are incurred by the City. It is intended the Principal and Surety will defend and indemnify the City on all claims made against the City on account of Principal's failure to perform as required in this Bond, that all agreements and promises set forth in this Bond will be fulfilled, and that the City will be fully indemnified so that it will be put into the position it would have been in had the infrastructure improvements been constructed in the first instance as required.
 - D. In the event the City incurs any "outlay and expense" in defending itself against any claim as to which the Principal or Surety should have provided the defense, or in the enforcement of the promises given by the Principal in the approved construction plans, or in the enforcement of the promises given by the Principal and Surety in this Bond, the Principal and Surety agree that they will make the City whole for all such outlay and expense, provided that the Surety's obligation under this Bond shall not exceed 125% of the penal sum of this Bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be the United States District Court for the Northern District of Iowa or the Iowa District Court for Black Hawk County, State of Iowa. If legal action is required by the City to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the City, the Principal and the Surety agree, jointly, and severally, to pay the City all outlay and expense incurred therefor by the City. All rights, powers, and remedies of the City hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the City, by law. The City may proceed against surety for any amount guaranteed hereunder whether action is brought against the Principal or whether Principal is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the approved construction plans and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond and the approved construction plans; second, if not defined in this Bond and the approved construction plans, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in

the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The approved construction plans are hereby made a part of this Bond.

Witness our hands, in triplicate, this 29th day of May, 2018.

Countersigned By:

Not Required
Signature of Agent

Printed Name of Agent

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

PRINCIPAL:

CF Gateway Park, Inc.
Principal

By: 
Signature
Atul Patel, President
Title

SURETY:

Merchants National Bonding, Inc.
Surety Company

By: 
Signature of Attorney-in-Fact

Anne Crowner
Printed Name of Attorney-in-Fact

Holmes, Murphy and Associates, LLC
Company Name

P.O. Box 9207
Company Address

Des Moines, IA 50306-9207
City, State, Zip Code

(515) 223-6800
Company Telephone Number

NOTE:

1. All signatures on this Bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This Bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this Bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this Bond must be exactly as listed on the Certificate or Power of Attorney accompanying this Bond.

01262978-1\10283-000

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

ITEM 26.

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Anne Crowner; Brian M Deimerly; Cameron M Burt; Cindy Bennett; Craig E Hansen; Dana Wiebers; Dione R Young; Jay D Freiermuth; Jody Decker; Kami Brower; Kathleen Brewer; Kevin J Knutson; Michelle R Gruis; Seth D Rooker; Shirley S Bartenhagen; Stacy Venn; Tim McCulloh; Wendy A Casey

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 23rd day of April, 2018.

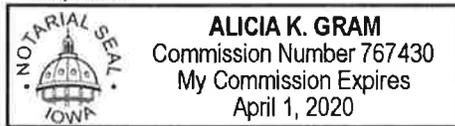


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this this 23rd day of April, 2018, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Alicia K. Gram
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 29th day of May, 2018.



William Warner Jr.
Secretary

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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 Robert M. Green and City Council

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

DATE: December 31, 2019

SUBJECT: Supplemental Agreement for Consultant Services with Ferrell Madden, LLC
 College Hill Visioning & Zoning Code Update

The City Council has recognized the need to update the City's zoning code to guide future development in a manner that is consistent with the community's vision, to stabilize and support existing neighborhoods and business districts, and to keep pace with demand for new housing and business opportunities in Cedar Falls. The City contracted with Ferrell Madden, LLC in February 2019 to begin the visioning and zoning code update process in Downtown Cedar Falls and close-in neighborhoods. It was anticipated that after successful adoption of the vision plan for Downtown that the City Council would consider a supplemental agreement to continue a similar process for the College Hill Neighborhood, with the ultimate goal to update the vision and zoning for all areas of the city over the next several years. The Downtown Vision Plan was adopted on November 18, 2019 and while the code drafting process for the Downtown study area is still underway, there will be some efficiencies realized by kicking off the College Hill visioning in January, including the opportunity to consolidate consultant travel dates and on-site meetings. It is also important to begin the College Hill visioning process early in the year in order to encourage participation of University students, faculty, and staff in the major public outreach events while school is in session.

The general scope of services outlined in this supplemental agreement is similar to the scope underway for the Downtown Study Area and includes the following components:

- **Task 1– Project Organization, Management, and Goal-setting**
 This task will include detailed project organization, travel by key members of the consultant team to Cedar Falls for initial meetings with City staff, preliminary physical site analysis of the College Hill Study Area, and background document collection. It will also include a first round of interviews with stakeholders and an initial public kick-off workshop.

- **Task 2 – Documentation, Review and Analysis**
The consultant team will conduct a detailed analysis, completed both on- and off-site. Such analysis is integral to leading the public design charrette and developing the illustrative vision plan; and will provide the framework for the new zoning district(s) for the College Hill study area. This work will overlap with Task One and continue through the beginning of Task Three.
- **Task 3 – Public Design Charrette and Vision Plan**
This task will include a weeklong public design charrette process. Building on initial analysis and gathering additional input from citizens, stakeholders, staff, and elected leaders through the charrette process, the consultant team will explore site-specific urban design scenarios addressing a series of questions related to character, scale and intensity of development; physical transitions and connections to surrounding areas; and potential range of uses. This information will be used to develop an illustrative vision plan and new zoning standards for the College Hill study area.
- **Task 4 – Development of Zoning Standards to Implement the Vision Plan**
Task will include drafting detailed zoning standards to supersede, in part or in whole, the present zoning for the study area. The administrative and development review processes will be reviewed and updated as necessary.

The amount of the contract is \$165,000.00, all inclusive of expenses. This amount includes \$6,500 for additional college student engagement activities, which will be coordinated with UNI administration and student government.

CIP #101 plans for the costs of this project, utilizing a combination of College Hill Urban Renewal Area (TIF) and General Revenue.

The Department of Community Development requests your consideration and approval of the attached supplemental agreement with Ferrell Madden, LLC for consultant services for the College Hill Visioning & Zoning Code Update.

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

Attachments:

- Supplemental Agreement and Scope of Services
- Exhibit A: Study Area Map

xc: Ronald Gaines, City Administrator
Stephanie Sheetz, Director of Community Development

SUPPLEMENTAL AGREEMENT #1

**College Hill Study Area Amendment
to the Cedar Falls Visioning & Zoning Code Update
Cedar Falls, Iowa
City Project Number PZ000-3221**

WHEREAS, a Professional Services Agreement was entered into by the City of Cedar Falls, Iowa, hereinafter referred to as "CLIENT" and Community ReCode LLC, dated February 18, 2019 (Resolution 21,435); and said agreement was later assigned to Ferrell Madden LLC, hereinafter referred to as "CONSULTANT," said assignment approved by Resolution 21,528 on May 6, 2019; and

WHEREAS, the CLIENT and CONSULTANT desire to amend the previous agreement to include a Scope of Services and Compensation for additional planning services specific to the College Hill Study Area, the boundaries of which are delineated on Exhibit A, attached hereto.

NOW THEREFORE, it is mutually agreed to amend the original Professional Services Agreement to include the following additional Scope of Services:

SCOPE OF SERVICES

This document outlines the scope of services and compensation specific for the College Hill Study Area Visioning & Zoning Code Update. The term "CONSULTANT" as used in this document shall be defined as the lead consultant (Ferrell Madden) along with all sub-consultants, including but not limited to Community Recode, Common Ground, Urban Advantage, and Partners for Economic Solutions, who will be performing work for the City of Cedar Falls under contract, hereinafter, the "CITY". The CONSULTANT will coordinate all tasks with the City's designated Project Manager.

I. Project Description

The CONSULTANT will assist the CITY in developing a detailed vision plan and associated zoning regulations for College Hill and near neighborhoods as illustrated on the study area map, attached as Exhibit A. The study area includes the College Hill business district and residential areas adjacent to the University of Northern Iowa campus east of Hudson Avenue, including the traditional residential neighborhoods to the north and east. It also includes the extended Main Street corridor to Seerley Boulevard. Minor adjustments may be made to the study area based on guidance from the CONSULTANT and input from the City Council during goal setting for the project. The project will follow a similar process with similar deliverables as the Downtown Vision Plan and Zoning Code Update, as described in Sections II and III, below.

II. General Scope of Work

Task 1: Project Organization & Management

This task will include detailed project organization, travel by key CONSULTANT team members to Cedar Falls (Trip #1) for initial project meetings with City Staff and preliminary physical site analysis,

a first round of interviews with stakeholders, an initial public kick-off meeting or workshop, and a student engagement activity.

A. Organization & Kick-Off

CONSULTANT will become familiar with the College Hill study area and the existing planning documents. Tasks will include:

- Attend an initial organizational meeting and tour of the study area;
- Identify specific issues to be covered in the planning and coding process;
- Collect any documents, data, and plans associated with the study area not previously provided, including, but not limited to:
 - College Hill District Overlay design standards and review process
 - Any additional plans for College Hill and adjacent neighborhoods (current and historic)
 - Any other district-specific land development regulations or guidelines
 - Recent College Hill parking study, traffic counts and/or transportation studies
 - Recent Economic Development Plans or studies
 - GIS data of land use, zoning, lot size, property ownership, building square feet and lot coverage
 - Base mapping for target areas in GIS/AutoCAD
- Finalize the timeline to complete the Scope of Services, with key tasks for CONSULTANT and CITY identified;
- Develop a communication and coordination plan with the CITY's designated Project Manager.

B. Public Kick-Off Event

CONSULTANT will conduct a public kick-off meeting to explain the nature and scope of the College Hill Visioning and Zoning Code Update project, present the basic concepts of place-making and form-based development regulations, and engage the public using one or more interactive exercises, such as mapping strengths and weakness in the study area and identifying visual preferences for future development. (*Note: this event can occur during Trip #1 under Task 1 if a mutually available date and appropriate location are determined and meeting exercise preparations can be completed in advance. If not, the substance of the event can be incorporated into Task 3 (Trip #2) as part of the Public Hands-On portion of the Design Workshop.*)

C. Public Participation – On-going throughout project

Key points for public involvement and methods of participation are indicated throughout this scope. It is important to note, however, that development regulations are more technical in nature than comprehensive plans; language and standards must be very clear and precise. Directly engaging the public during the initial code drafting task is not practical.

Prior to and during Trip #1, the CONSULTANT will work with the CITY to craft the public engagement plan.

During Trip #1, Trip #2, and as otherwise mutually agreed, the CONSULTANT will interview and/or hold informational meetings with appropriate stakeholders. These interviews/meetings may include groups and individuals including elected officials, nonprofit organization leaders, and student organizations, including the College Hill Partnership, property owners, UNI Student Government, neighborhood representatives, local landlords, local design professionals, developers, and business owners, and municipal staff, as appropriate for the relevant stage of the project.

D. Media & Website

Throughout the course of the project, the CONSULTANT will assist with press releases, be available to talk with the media (if desired), and maintain the Our Cedar Falls interactive project webpage.

CONSULTANT Deliverables for Task 1:

- Trip #1: 3 to 4 people for 3-4 days
- Finalize public engagement plan in conjunction with City staff
- Initial stakeholder meetings (input to be incorporated in vision plan)
- Initial study area analysis (findings to be incorporated in vision plan)
- Public Project Kick-Off and Student Engagement event (or, as mutually agreed with the CITY, this event may partially or wholly be included with Task 3)
- On-going maintenance of Our Cedar Falls website with project-specific information and updates

CITY Resources Required for Task 1:

CITY will provide:

- All plans, reports, base digital information, and maps described in this section;
- Staff logistical coordination and assistance on engaging with the City Council, commissions, stakeholders, working with media and the public (ongoing throughout the project);
- Provide a location, logistical support, and advertising for Public Kick-Off event(s);
- Provide any refreshments desired for public meetings; and
- Provide base maps, aerial photos, etc. (in appropriate digital and hard copy formats) well in advance of Trip #1 to prepare for interactive Kick-Off event

Task 2: Documentation, Review & Analysis

CONSULTANT will conduct a detailed analysis, completed both on- and off-site. Such analysis is integral to leading the public design workshop and developing the study area vision plan; and will provide the framework for the new character area zoning district(s) for the College Hill study area. This work will overlap with Task One and continue through the beginning of Task Three.

A. Review and Evaluation of Existing Documents

CONSULTANT will review the portions of the existing zoning ordinance that apply to the College Hill study area, past studies and plans associated with the study area to gain an understanding of the dynamics of the neighborhoods around the UNI campus. In particular, during this task the CONSULTANT will review the College Hill overlay district provisions and related administration and development review processes.

B. Leadership and Stakeholder Input (may occur during Trips #1 and #2)

CONSULTANT will meet with key stakeholders to understand the current context and vision for the College Hill study area. These meetings may include, but not be limited to:

- Meetings with the planning and other key City staff.
- One-on-one meetings with the City Council.
- An initial workshop or meeting(s) with stakeholders (including the College Hill Partnership, property owners, landlords, business owners, university officials, faculty/staff, student organizations, and local developers—participants to be determined in conjunction with staff prior to Trip 1), focusing on neighborhood quality of life issues and the existing zoning and development review process; what works and what needs to be improved, eliminated, or added.

- Meeting with development review staff and potentially with Public Works, Engineering, Public Safety, and any other departments or agencies involved with development review and approval, to be identified by the Client.

C. Site Analysis: Urban Framework and Natural Features

The CONSULTANT will analyze the urban framework and natural features of College Hill and the surrounding area. The existing urban form—the network of streets, blocks and lots, building forms, and public areas—will be examined within the study area and adjacent parts of Cedar Falls. This will include a review of existing land use, density, open spaces, vacant and underutilized parcels, and overall urban design in the study area, including topography, viewsheds, and corridors. The analysis will be performed with the livability of College Hill and surrounding neighborhoods in mind.

In conjunction with the document review and analysis, this sub-task will help to define the boundaries of the proposed new character district; provide initial thoughts about the district regulating plan; and discover the “local DNA” of the College Hill neighborhood environment as a foundation for new zoning standards.

D. Transportation & Parking Analysis –

The CONSULTANT will undertake preliminary review of existing vehicular, pedestrian, and bicycle networks and approach to public and private parking management during this task as part of the site analysis. The physical layout of the built corridors and street network will be studied in conjunction with land uses. Existing traffic and parking information will be provided by the City and the University and used to identify “hot spots” in the study area that warrant further attention during Task Three.

Basic circulation, pedestrian, and parking issues will be integrated within the overall planning and code writing process, as needed—including evaluation of current conditions, identification of alternatives, and strategy recommendations. Mobility options such as pedestrian and bicycle facilities, existing amenities, and improved connectivity will also be explored. This work will be incorporated in the illustrative Vision Plan and new district code, as appropriate.

E. Understanding the Local Economy and Market – *See additional description in Task Three*

Using existing data, knowledge of general market trends, and information gathered during stakeholder interviews, the CONSULTANT will gain an understanding of the range of uses and housing types that are logical candidates for new infill and/or redevelopment in the College Hill area. (This analysis will occur primarily off-site during this task, with follow-up during Task Three.) The basic economic and market information will be included in the College Hill Vision Plan and factored into the new zoning standards.

The results of Task Two will be presented to the CITY and will be used to form the basis for the discussion of issues and opportunities with stakeholders, staff, elected leaders, and the larger community during the Design Charrette described in Task Three.

CONSULTANT Deliverables for Task 2:

- Informally present results of site and document analysis to City staff either remotely via web-based meeting at the conclusion of Task Two or in person at the beginning of Task Three prior to public design charrette.

CITY Resources Required for Task 2:

CITY staff will:

- Create a list of stakeholders and community leaders, including University and student leaders, and assist with interview logistics;
- Identify key departments and staff, and assist with scheduling meetings;
- Assist with study area tour, if necessary.

Task 3: Public Workshop and Vision Plan (Trip #2)

This task will include a full public design charrette process and delivery of the College Hill Vision Plan.

Building on initial analysis and gathering additional input from residents, the College Hill Partnership, UNI stakeholders (students, administration, faculty, staff), businesses, property owners, and other stakeholders, City staff, and elected leaders through the charrette process described below, the CONSULTANT will explore site-specific urban design scenarios addressing a series of questions related to character, scale and intensity of development; physical transitions and connections to surrounding areas; and potential range of uses. This information will be used to develop an illustrative vision plan, regulating plan, and draft zoning standards for the College Hill project area.

A. Public Design Charrette

The CONSULTANT will lead a seven (7) day on-site design charrette, using the following format to maximize public involvement:

Community Kick-off Event. The charrette will begin with a presentation that describes the elements of traditional town and neighborhood design and placemaking, and introduces the overall workshop process, followed by a general Q & A discussion with audience members. This can occur as a standalone evening event or as the beginning of the hands-on session described below.

Hands-on Public Design Session. Typically held during the day on a weekend. Following an introductory presentation, participants gather around tables in small groups with a facilitator to complete a series of interactive exercises to identify and address important issues and identify community aspirations. At the conclusion of this session, a spokesperson from each table presents the table's ideas before the larger group. These presentations allow participants to share common goals, as well as provide an opportunity for in-depth discussion of particular issues or concerns.

Student Engagement and Visioning Session(s). Working with University and student leadership, determine times and locations for bringing students together to hold an interactive event, focusing on student perspective on the environment and available activities in the College Hill neighborhood center and desires for the future of the area. This activity may include a combination of in-person and web-based activities as well as "pop-up" activities to take advantage of popular student hang-outs, if appropriate.

Open Design Studio. During the days that follow, the CONSULTANT will set up in an on-site studio in a local storefront or other accessible space (preferably within the study area). In the studio, the CONSULTANT further analyzes the input and other information from the hands-on session and student engagement and begins to synthesize the ideas into urban design concepts for the College Hill Vision Plan (that will also provide the foundation for the form standards and district regulating plan.) The design studio will be open to the public throughout the week. If appropriate, a mid-week evening "open house" may be held.

Continuing Economic and Market Analysis. More in-depth analysis completed by Partners for Economic Solutions (PES), related to socioeconomic demographics and market supply and demand for different housing types, retail, and mixed-use development within the study area. PES will follow-up with members of the real estate and development community about market-related issues revealed via data analysis and concerns identified during initial stakeholder interviews. In addition,

PES will provide the design team with economic information to ensure that urban design scenarios being explored are viable in the Cedar Falls market.

Other Technical Meetings. While working on-site, a series of one-on-one or small group meetings will be scheduled as appropriate, including City staff and other government agencies (Public Works Department, Public Safety Department, Cedar Falls Utilities, etc.), University faculty/staff, local merchants, key property and business owners, real estate brokers, developers, and representatives from the College Hill Partnership, neighborhood associations, historic preservation organizations, bicycle and pedestrian advocacy groups, local arts groups, and/or other key stakeholders. These meetings will assist in the CONSULTANT'S continued understanding of the physical, market, and organizational forces that are shaping the College Hill area.

Work-in-Progress Presentation. At the end of the charrette period, the CONSULTANT will present initial sketches, concepts and redevelopment scenarios for the College Hill Vision Plan. This will take place in an appropriate publicly accessible setting. The presentation will provide a summary of the input gathered during the charrette and a range of illustrated urban design and planning concepts. It may include: alternative redevelopment scenarios for targeted College Hill sites; examples of "change over time" or phased redevelopment; "before and after" photo-realistic simulations showing site-specific redevelopment scenarios; and a draft of a rendered illustrative "build-out" Vision Plan. A summary of high-level action strategies may also be presented, highlighting opportunities for redevelopment, basic market information, potential parking management strategies; and detailing the roles and actions needed to implement the vision and facilitate adoption of the new College Hill character area zoning district.

B. Design Charrette Follow-Up (Trip #3 and Trip #4)

Four to six weeks after the Design Charrette, CONSULTANT will submit an Internal Review Draft of the College Hill Vision Plan to the City for internal review. This plan report will incorporate any feedback received from the Charrette Work-in-Progress presentation; it will include a brief summary of the charrette process, emphasizing how the initial analysis, community and stakeholder input from previous meetings, and the community design sessions informed the vision for the College Hill area. The report will also include a summary of the economic and market study information and initial analysis of the zoning. This work will provide the foundation for new character-based zoning district for the study area and related regulating plan. Discussion of the draft plan will occur via web-based meeting or conference call.

At the discretion of the CITY's Project Manager, and on a mutually agreeable date (Trip #3), the CONSULTANT will present a public review draft of the College Hill Vision Plan report at a public open house meeting coincident with a Planning & Zoning Commission meeting. This draft will include any agreed upon changes resulting from the feedback from the CITY on the Internal Review Draft.

Following a period of public feedback, at the discretion of the CITY and on a mutually agreeable date (Trip #4), the CONSULTANT will present a final draft of the College Hill Vision Plan Report at a City Council Meeting. The final draft will incorporate any Planning & Zoning Commission and public feedback received subsequent to the release of the public review draft plan. Adoption of this plan will be fundamentally important to the ultimate adoption of new zoning standards for the College Hill area.

CONSULTANT Deliverables for Task 3:

- Trip #2: 7 to 8 people for 7-8 days
- Weeklong Public Design Charrette

- Work-in-Progress Presentation, including graphics prepared during the charrette
- Internal Review Draft of College Hill Vision Plan.
- Trip #3: Presentation and public open house to present the College Hill Vision Plan Public Review Draft to the Planning & Zoning Commission and the public; 1-2 people for 2 days
- Trip #4: Presentation and public hearing of College Hill Vision Plan P&Z Recommended Draft to City Council; 1-2 people for 2 days

CITY Resources Required for Task 3:

The CITY will:

- Provide a location including wifi access as necessary, logistical and staff support, public meeting supplies, audio/visual equipment, and advertising for Public Design Charrette;
- Provide any refreshments desired for public meetings;
- Assist with student engagement; The level and type of student engagement activities will also be dependent on the resources and assistance provided by UNI;
- Assist with scheduling additional technical and stakeholder meetings, as needed; and
- Coordinate public review process through the Planning & Zoning Commission and City Council leading to final adoption of the College Hill Vision Plan.

Task 4: Development of Character Zoning District to Implement the College Hill Vision Plan

Task will include drafting detailed zoning standards to supersede, in part or in whole, the present zoning for the College Hill study area in order to implement the adopted Vision. In addition, the team will integrate the new zoning standards into the existing City Code, building on the framework established for the [new] Downtown Character Zoning District. Integration of the new zoning into the existing City Code will include drafting necessary revisions and updates to the current zoning language and identifying required cross-referencing to all generally applicable standards that apply across zone districts (e.g. uses, parking, landscaping, lighting), or creation of separate standards, tables, or graphics that may be necessary to ensure that the new zoning districts are fully integrated into the current regulations. Integration of the new zoning into the current ordinance does not include making significant or wholesale revisions to the current regulations to correct existing problems; where such changes are potentially necessary to the proper functioning of the new zoning regulations, the CONSULTANT will notify the CLIENT about the issues with the current ordinance and work together to identify an acceptable approach to resolving the issue.

A. Zoning Code - Internal Review Draft

The College Hill Character District zoning updates will follow the format established for Downtown. The new character area zoning district will include the following parts, while fulfilling the local development process and state law:

A Regulating Plan based on the Vision Plan. Comparable to the zoning map and central to implementing the new regulations, it will set site specific parameters for basic urban form with block, building form standards, build-to-lines, street tree alignments, community spaces (greens, squares, and parks), and other special controls.

Building Form Standards to govern the three-dimensional form and placement of the buildings as well as building and land use parameters. The goal of these standards is to shape the street-space (the public realm) with the building frontages. These standards will build on those established for the Downtown Character Area zoning district.

Public Realm Standards direct the placement of street trees and other amenities or street furniture (e.g., street lights, benches, signs) within the public realm in order to ensure the coherence and

beauty of the streetscape. These standards will include general specifications for (new) public or publicly accessible open spaces such as civic greens and squares.

Street (Thoroughfare) Specifications are typically a sub-section of the Urban Space Standards. They include consideration of street trees, street lights and street furniture, sidewalks, on-street parking, and appropriate travel lane and curb geometry. The Street Specifications will be in two dimensions only and do not deal with the engineering of the street and utilities, but do provide the necessary multi-modal configuration and set the framework for further engineering.

Architectural Standards address a coherent and quality building character that is complementary to the best local traditions. (They will not regulate architectural “style”.) These standards will govern functional building elements (such as balconies, porches, storefronts, bay windows, awnings, etc.) throughout the new zoning districts, regardless of the building form standard, by setting parameters for allowable materials, configurations, and construction techniques.

Use and Parking Standards targeted to the College Hill Character District and sub-areas, if appropriate.

Administration. Using the same review and approval processes established for the Downtown Code, project review will be streamlined, to make it easier and more predictable for developers to build to the community vision.

B. Code Revisions

CONSULTANT will present the Internal Review Draft of the proposed regulating plan and zoning standards to the appropriate CITY staff in a work session format (Trip #5). The CONSULTANT will respond to questions and make one round of revisions, based on verbal and consolidated written feedback from the client, to produce a First Public Review Draft of the proposed new standards. The CONSULTANT will present the Public Review Draft to the appropriate public audience, stakeholders, planning board, or commission, as determined by the CITY during a trip (#6) to Cedar Falls. Working together, the CITY’s Project Manager and CONSULTANT will establish a process for receiving, reviewing, and responding to follow-up comments and questions from the Planning & Zoning Commission and the general public. Based on direction from the CITY, the CONSULTANT will incorporate the feedback from the P&Z commission and general public to create the P&Z Recommended Draft.

C. Code Adoption

The CONSULTANT will present the P&Z Recommended Draft to the City Council (Trip #7) in a meeting that fulfills all legal requirements for public notice and public hearing. The CONSULTANT will complete a final round of revisions in order to publish the adopted College Hill Character Area zoning district.

CONSULTANT Deliverables for Task 4:

- Trip #5: 2-3 people for 2 days: Internal Review Draft of College Hill District regulating plan and zoning standards
- Trip #6: 1-2 people for 2 days: First Public Review Draft
- Trip #7: 2 people for 2 days: P&Z Recommended Draft

CITY Resources Required for Task 4:

The CITY’s Project Manager will:

- Ensure that relevant city staff are reachable for questions and discussion throughout the code drafting process;
- Coordinate the public comment period, review and provide consolidated feedback (comments and questions) on each draft in a timely fashion;

- Cover/Handle any additional meetings of the P&Z and City Council that are needed during the official adoption process;
- Ensure that the process fulfills all of the legal notice and public hearing requirements of Iowa law.

Estimated Time Table

Note – in CONSULTANT’s experience, the time required for staff and planning commission to review draft code standards, hold hearings, and move through the public adoption process often takes longer than anticipated. CONSULTANT will deliver all of the documents requested in a timely fashion. The proposed timeline includes a projected target, but provides flexibility if additional time is needed by the CITY.

This timeline is based on the above Scope. Specific target dates will be confirmed in conjunction with the CITY during Task 1.

Task 1: Project Organization & Management – Month 1 (on-going throughout project)

Initial site visit and finalizing scope and project calendar should be completed within one month of contract signing.

Task 2: Documentation, Review, & Analysis – Month 1-3

This will overlap with Task 1 and will begin as soon as documents are collected and ready for review. Site-analysis will begin during the College Hill kick-off trip to Cedar Falls and primarily be completed during the Charrette week. It may continue during each subsequent trip, as needed, through code adoption. (Tentative Date for Kick-off trip: January 28-30)

Task 3: Public Workshop & Vision Plan – Month 2-5

A full public design charrette to be scheduled and planned within 6 to 12 weeks of contract signing, once mutually available dates have been determined. The public review draft of the College Hill Vision Plan Report will be delivered within 4 to 6 weeks of charrette completion. Presentation of the final draft for review and adoption is dependent on the P&Z and City Council schedules, but will take place no sooner than one month following delivery of the public review draft. (Tentative Date for Design Charrette: March 28-April 3. Tentative Dates for Public Review Process: public open house presentation of the public review draft of the vision plan: June 24; presentation to City Council of P&Z’s recommended draft: August 17; final adoption: September 8).

Task 4: Zoning Code Drafting – Months 5-12

The initial Internal Review Draft code standards will be available between 30 and 60 days after the adoption of the Vision Plan.

Following the submission of the Internal Review Draft, and each subsequent draft, the time required for Code revisions will be dependent on 1) the time needed by the CITY (and the public) to review the draft and provide consolidated written comments and feedback, and 2) the number and complexity of requested revisions.

Adoption Process – Months 10-15+

Any legally required public notice periods will be factored into determining the final public hearing schedule and ultimate date at which the new zoning will be ready for adoption.

III. CONSULTANT – Project Team

At a minimum, the following firms and individuals shall serve as the consultant team, with Ferrell Madden serving as lead consultant, with all other listed firms and individuals as sub-consultants to Ferrell Madden. Any substitutions to the listed consultants and individuals must be approved by the CITY.

Ferrell Madden will serve as the lead consultant and primary code-writing firm.

- Mary Madden, AICP, will serve as overall project manager, working close with the City's Project Manager to ensure that the project is responsive to the City's needs and is completed on time and within budget. She will oversee all project deliverables.
- R. Geoffrey Ferrell will serve as the lead urban designer and code writer.

Elizabeth Garvin, of **Community ReCode**, will provide extensive knowledge and services regarding conventional zoning, land use and planning law, along with knowledge of Iowa-specific law in order to inform the visioning process and to integrate the new zoning into the existing City Code.

Common Ground will provide urban design and other charrette services.

- Keith Covington will work as an urban designer and charrette facilitator as well as provide an architect's perspective as an "end-user" on the team.

Steve Price, of **Urban Advantage**, will create seamless photo montages that realistically show how development and landscaping can change the existing environment for the project area.

Anita Morrison and Abby Ferretti, of **Partners for Economic Solutions**, will conduct the economic and market analysis and ensure that the vision plan and new zoning are founded in local market realities.

Additional planning, design and graphic support may be added to the team, as needed, based on the findings of initial kick-off interviews and site analysis tasks.

VI. Compensation and Terms of Payment

Total compensation for the preparation of the College Hill Visioning and Zoning Code Update is one hundred sixty five thousand dollars (\$165,000.00), all inclusive of expenses. This all-inclusive fee includes six thousand five hundred dollars (\$6500.00) for CONSULTANT services and expenses related to UNI student engagement activities.

CONSULTANT may bill the CLIENT monthly for services completed at the time of billing. CLIENT agrees to pay CONSULTANT the full amount of such invoice within thirty (30) days after receipt thereof. In the event CLIENT disputes any invoice item, CLIENT shall give CONSULTANT written notice of such disputed item within ten (10) days after receipt of invoice and shall pay to CONSULTANT the undisputed portion of the invoice according to the provisions hereof. CLIENT agrees to abide by any applicable statutory prompt pay provisions currently in effect.

IV. Professional Services Agreement

In all other aspects, the obligations of the CLIENT and CONSULTANT shall remain as specified in the Professional Services Agreement dated February 18, 2019.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year written below.

APPROVED FOR CLIENT

By: _____

Printed Name: Robert M. Green

Title: Mayor

Date: _____

APPROVED FOR CONSULTANT

By: 

Printed Name: R Geoffrey Ferrell

Title: Principle

Date: December 28th, 2019



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

ITEM 28.

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

INTEROFFICE MEMORANDUM

TO: Mayor Green and City Council Members
FROM: Jennifer Rodenbeck, Director of Finance & Business Operations
DATE: January 3, 2020
SUBJECT: FY2020-2025 Capital Improvements Program (CIP)

Attached is the required notice for the proposed FY2020-2025 Capital Improvements Program (CIP) hearing. The CIP will be presented at committee on January 6th.

The Code of Iowa requires that the City have a public hearing and I would request that the hearing be set for January 20, 2020.

If you have any questions about the CIP or the process, please feel free to contact me.

**NOTICE OF PUBLIC HEARING FOR THE
FY2020-2025 CAPITAL IMPROVEMENTS PROGRAM (CIP)**

Notice is hereby given that the Cedar Falls City Council of the City of Cedar Falls, Iowa will conduct a public hearing on the proposed FY2020-2025 Capital Improvements Program (CIP) at 7:00 p.m. on the 20th day of January 2020, said meeting to be held in the Council Chamber in City Hall, 220 Clay Street, Cedar Falls, Iowa.

Copies of the foregoing described document are 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. Written objections to said proposed Capital Improvements Program may be filed with the City Clerk of the City of Cedar Falls, Iowa on or before the date of hearing, and all objections will be heard at the time of said hearing.

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

By: Jacqueline Danielsen, City Clerk



ADMINISTRATION

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

MEMORANDUM

TO: Honorable Mayor Robert M. Green and City Council
FROM: Shane Graham, Economic Development Coordinator
DATE: December 30, 2019
SUBJECT: Agreement for Private Development with SDC Real Estate, L.L.C. –
1225 Rail Way

Staff would like to request that a public hearing be scheduled for January 20, 2020 for the above referenced project in accordance with the attached legal proceedings. This Agreement is in reference to a recent 54,000 square foot addition that was constructed at 1225 Rail Way in the Northern Cedar Falls Industrial Park. Additional information pertaining to the proposed Agreement for Private Development with SDC Real Estate, L.L.C. will be provided to City Council prior to the public hearing.

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

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

Prepared by: Shane Graham, Economic Development Coordinator, 220 Clay Street, Cedar Falls, IA 50613, (319) 268-5160

RESOLUTION NO. _____

RESOLUTION SETTING DATE OF PUBLIC HEARING TO CONSIDER ENTERING INTO A PROPOSED AGREEMENT FOR PRIVATE DEVELOPMENT BETWEEN THE CITY OF CEDAR FALLS, IOWA, AND SDC REAL ESTATE, L.L.C.

WHEREAS, the City Council of the City of Cedar Falls, Iowa, has received a proposal from SDC Real Estate, L.L.C., an Iowa limited liability company (the "Developer"), to enter into a proposed Agreement for Private Development (the "Agreement") between the City of Cedar Falls, Iowa, and Standard Distribution Co. on terms which include:

- (1) Developer has constructed certain Minimum Improvements (as defined in the Agreement) on certain real property located within the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area as defined and legally described in the Agreement and consisting of an Industrial-Use Warehouse Facility Addition totaling at least 54,000 square feet of finished space, as outlined in the proposed Agreement; and
- (2) Developer will employ employees in the Minimum Improvements; and
- (3) Under the terms and following satisfaction of the conditions set forth in the Agreement, the City will make up to four (4) consecutive annual payments of Economic Development Grants to Developer equivalent to a declining percentage of the tax increments that would be generated by the construction of the Minimum Improvements under Iowa Code Section 403.19, the aggregate amount of said Grants not to exceed \$65,600.

WHEREAS, a hearing is to be held by the City Council of the City of Cedar Falls, Iowa, to consider entering into the proposed Agreement for Private Development pursuant to the terms of said Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA, that a hearing be held on the 20th day of January, 2020, at 7:00 p.m., in the Council Chambers of the City Hall of the City of Cedar Falls, Iowa, 220 Clay Street, Cedar Falls, Iowa, to consider entering into a proposed Agreement for Private Development between the City of Cedar Falls, Iowa, and SDC Real Estate, L.L.C. A copy of the proposed agreement is on file in the Office of the Cedar Falls City Clerk. The City Clerk is hereby directed to publish notice of said public hearing.

ADOPTED this ____ day of _____, 2020.

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

CERTIFICATE

STATE OF IOWA)
)
COUNTY OF BLACK HAWK:) SS:

I, Jacqueline Danielsen, City Clerk of the City of Cedar Falls, Iowa, hereby certify that the above and foregoing is a true and correct typewritten copy of Resolution No. _____ duly and legally adopted by the City Council of said City on the ____ day of _____, 2020.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the official seal of the City of Cedar Falls, Iowa this ____ day of _____, 2020.

Jacqueline Danielsen
City Clerk of Cedar Falls, Iowa



ADMINISTRATION

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

MEMORANDUM

TO: Honorable Mayor Robert M. Green and City Council
FROM: Shane Graham, Economic Development Coordinator
DATE: December 30, 2019
SUBJECT: Second Agreement for Private Development with Standard Distribution Co. – 317 Savannah Park Road

Staff would like to request that a public hearing be scheduled for January 20, 2020 for the above referenced project in accordance with the attached legal proceedings. This Agreement is in reference to a recent 53,000 square foot addition that was constructed at 317 Savannah Park Road in the Cedar Falls Industrial Park. Additional information pertaining to the proposed Second Agreement for Private Development with Standard Distribution Co. will be provided to City Council prior to the public hearing.

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

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

Prepared by: Shane Graham, Economic Development Coordinator, 220 Clay Street, Cedar Falls, IA 50613, (319) 268-5160

RESOLUTION NO. _____

RESOLUTION SETTING DATE OF PUBLIC HEARING TO CONSIDER ENTERING INTO A PROPOSED SECOND AGREEMENT FOR PRIVATE DEVELOPMENT BETWEEN THE CITY OF CEDAR FALLS, IOWA, AND STANDARD DISTRIBUTION CO.

WHEREAS, the City Council of the City of Cedar Falls, Iowa, has received a proposal from Standard Distribution Co., an Iowa company (the "Developer"), to enter into a proposed Second Agreement for Private Development (the "Agreement") between the City of Cedar Falls, Iowa, and Standard Distribution Co. on terms which include:

- (1) Developer has constructed certain Additional Minimum Improvements (as defined in the Agreement) on certain real property located within the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area as defined and legally described in the Agreement and consisting of an Industrial-Use Warehouse Facility Addition totaling at least 53,200 square feet of finished space, as outlined in the proposed Agreement; and
- (2) Developer will employ employees in the Additional Minimum Improvements; and
- (3) Under the terms and following satisfaction of the conditions set forth in the Agreement, the City will make up to four (4) consecutive annual payments of Economic Development Grants to Developer equivalent to a declining percentage of the tax increments generated by the construction of the Additional Minimum Improvements (improvement value only) under Iowa Code Section 403.19, the aggregate amount of said Grants not to exceed \$89,700.

WHEREAS, a hearing is to be held by the City Council of the City of Cedar Falls, Iowa, to consider entering into the proposed Second Agreement for Private Development pursuant to the terms of said Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA, that a hearing be held on the 20th day of January, 2020, at 7:00 p.m., in the Council Chambers of the City Hall of the City of Cedar Falls, Iowa, 220 Clay Street, Cedar Falls, Iowa, to consider entering into a proposed Second Agreement for Private Development between the City of Cedar Falls, Iowa, and Standard Distribution Co. A copy of the proposed Second Agreement is on file

in the Office of the Cedar Falls City Clerk. The City Clerk is hereby directed to publish notice of said public hearing.

ADOPTED this _____ day of _____, 2020.

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

CERTIFICATE

STATE OF IOWA)
)
COUNTY OF BLACK HAWK:) SS:

I, Jacqueline Danielsen, City Clerk of the City of Cedar Falls, Iowa, hereby certify that the above and foregoing is a true and correct typewritten copy of Resolution No. _____ duly and legally adopted by the City Council of said City on the ____ day of _____, 2020.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the official seal of the City of Cedar Falls, Iowa this ____ day of _____, 2020.

Jacqueline Danielsen
City Clerk of Cedar Falls, Iowa



ADMINISTRATION

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

MEMORANDUM

TO: Honorable Mayor Robert M. Green and City Council
FROM: Shane Graham, Economic Development Coordinator
DATE: December 30, 2019
SUBJECT: Proposed Amended and Restated Agreement for Private Development between the City of Cedar Falls, Iowa and Owen 5, L.L.C.

Staff would like to request that a public hearing be scheduled for January 20, 2020 to address the proposed Amended and Restated Agreement for Private Development between the City of Cedar Falls and Owen 5, L.L.C. The project consists of a 10,000 sf. industrial use shop/office facility, which is currently under construction at 1325 Rail Way in the Northern Cedar Falls Industrial Park. Additional information pertaining to the Amended and Restated Agreement for Private Development will be provided to City Council prior to the public hearing.

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

xc: Ron Gaines, P.E., City Administrator
Joe Owen, Owen 5, L.L.C.

Prepared by: Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, IA 50613, (319) 273-8600

RESOLUTION NO. _____

RESOLUTION SETTING DATE OF PUBLIC HEARING TO CONSIDER ENTERING INTO A PROPOSED AMENDED AND RESTATED AGREEMENT FOR PRIVATE DEVELOPMENT BETWEEN THE CITY OF CEDAR FALLS, IOWA, AND OWEN 5, L.L.C.

WHEREAS, the City Council of the City of Cedar Falls, Iowa, has received a proposal from Owen 5, L.L.C., an Iowa limited liability company (the "Developer"), to enter into a proposed Amended and Restated Agreement for Private Development (the "Agreement") between the City of Cedar Falls, Iowa, and Owen 5, L.L.C. on terms which include:

(1) Entering into an Amended Minimum Assessment Agreement whereby the minimum actual taxable value of the land and improvements to be constructed on the Development Property would be established at an amount not less than \$1,450,000.00 for a period through December 31, 2031; and

WHEREAS, as required by law, a hearing is to be held by the City Council of the City of Cedar Falls, Iowa, to consider entering into the proposed Agreement for Private Development that includes a Partial Property Tax Exemption pursuant to the terms of said Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA, that a hearing be held on the 20th day of January, 2020, at 7:00 p.m., in the Council Chambers of the City Hall of the City of Cedar Falls, Iowa, 220 Clay Street, Cedar Falls, Iowa, to consider entering into a proposed Amended and Restated Agreement for Private Development between the City of Cedar Falls, Iowa, and Owen 5, L.L.C. A copy of the proposed amended and restated agreement is on file in the Office of the Cedar Falls City Clerk. The City Clerk is hereby directed to publish said notice of said public hearing.

ADOPTED this ____ day of _____, 2020.

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

CERTIFICATE

STATE OF IOWA)
)
COUNTY OF BLACK HAWK:) SS:

I, Jacqueline Danielsen, City Clerk of the City of Cedar Falls, Iowa, hereby certify that the above and foregoing is a true and correct typewritten copy of Resolution No. _____ duly and legally adopted by the City Council of said City on the ____ day of _____, 2020.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the official seal of the City of Cedar Falls, Iowa this ____ day of _____, 2020.

Jacqueline Danielsen
City Clerk of Cedar Falls, Iowa



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

ITEM 32.

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

MEMORANDUM
Legal Services Division

TO: Mayor Green, City Council
FROM: Kevin Rogers, City Attorney
DATE: December 31, 2019
SUBJECT: Amendments to Code of Ordinances, Chapter 23, Parking

Attached to this Memorandum please find a red-lined version of proposed changes to Chapter 23 of the Code of Ordinances. The proposed Ordinance as amended in final form is also attached for your consideration.

The purpose of these amendments is to further implement the downtown parking study recommendations and also to implement the college hill parking study recommendations.

Primarily these amendments address the introduction of pay stations, the renaming of municipal parking lots, and a few general language clarifications.

Staff recommends that Council adopt the proposed Ordinance amendment.

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

CHAPTER 23 – TRAFFIC AND MOTOR VEHICLES
ARTICLE IV. - STOPPING, STANDING AND PARKING³¹
DIVISION 1. - GENERALLY

Section 1. Repeal and replace this Section

Sec. 23-359. - Impoundment or immobilization of vehicles.

- (a) *Impoundment of vehicles.* Parking enforcement personnel are hereby authorized to impound, that is, to remove, or have removed, a vehicle from a street, public alley, bridge, highway, municipally owned or controlled parking lot, facility or parking space, or in the event of a violation of section 23-3879, from private property, to a place of safety designated by the city whenever any such vehicle is parked in violation of this article.
- (b) *Immobilization of vehicles.* As an alternative to impoundment under subsection (a) of this section, parking enforcement personnel are hereby authorized to immobilize a vehicle on a street, public alley, bridge, highway, municipally owned or controlled parking lot, facility or parking space, or in the event of a violation of section 23-3879, on private property, whenever any such vehicle is parked in violation of this article.
- (c) *Payment.* In addition to the penalty provided in this chapter, the owner or operator of any vehicle impounded or immobilized for violation of any of the provisions of this article shall be required to pay for all outstanding penalties, fines and fees owed for all parking citations, plus either all towing, storage and impoundment fees, or all immobilization fees, together with all administrative fees.
- (d) *Impoundment or immobilization for accumulated parking violations.*
- (1) Whenever it is determined that any vehicle has accumulated unpaid parking violations with fines totaling \$30.00 or more, as defined in this Code, then, until such time as all fines for such accumulated parking violations have been paid, such vehicle may be either impounded, or, in the alternative, immobilized by installing a device which clamps and locks onto the wheel and impedes vehicle movement, subject to the following conditions:
- a. Impoundment or immobilization shall occur only after notice and opportunity for an administrative hearing is sent to the last known registered owner of such motor vehicle.
 - b. Notice shall consist of the following: Written notification by first class mail to the last known address of the registered owner, stating the license number of the vehicle; the owner's name; and a brief description of the parking tickets issued to such vehicle. Said notice shall also state that the registered owner has the right to request an administrative hearing before impoundment or immobilization, if such request is made within ten days of the date of mailing of the notice; that the hearing shall determine the merits of whether to impound or immobilize such motor vehicle for unpaid parking violations; that failure to request a hearing in a timely manner, or failure to appear at such hearing, shall constitute a waiver of the right to a hearing; and that the owner shall be responsible for all charges and costs incurred in impounding or immobilizing such vehicle.
 - c. A request for an administrative hearing must be made in writing to the city clerk or the city clerk's designee. The request shall be reviewed to determine whether to impound or immobilize, as the case may be, the motor vehicle for unpaid parking violations.
 - d. The hearing shall be conducted before the police chief of the city or the police chief's designee, and shall be limited to a determination of whether such vehicle should be impounded or immobilized, as the case may be, for unpaid parking tickets. The owner may at that time pay for all outstanding fines for parking tickets.

- e. Should the police chief or the police chief's designee determine that the vehicle shall be impounded or immobilized, as the case may be, said police chief or designee shall notify the owner, either orally at the conclusion of the hearing or by letter; however, no such notice need be given should the owner or a designated representative of the owner fail to appear at such hearing.
 - f. After the vehicle has been impounded or immobilized, the city shall notify the last known registered owner of such vehicle thereof, by certified mail if the name and address of such owner can be ascertained with reasonable diligence, unless the owner or operator has appeared and has made claim to the seized vehicle.
- (2) Any vehicle that remains immobilized for a consecutive period of 48 hours or more, shall be subject to towing and impoundment as provided in this section.
 - (3) Any vehicle that is immobilized pursuant to this section shall not be issued any parking citations for the period during which the vehicle remains immobilized.
 - (4) It shall be unlawful for any person to remove or attempt to remove an immobilization device which has been attached to any vehicle as provided in this section, to damage the device, or to move the vehicle with the device attached. No person other than a member of the police operations division, a parking meter attendant, or their designees, shall remove the immobilization device.
 - (5) No vehicle shall be impounded by towing or immobilized, unless such vehicle is on a public street or other publicly owned or leased property, or in the event of a violation of section 23-3879, is on private property.
 - a. *Entrance into impounded or immobilized vehicles.* If it is necessary to enter a locked or unlocked vehicle in order to impound or immobilize such vehicle, such entrance must be made in the presence of a police officer. The police officer shall conduct such search of such vehicle as said officer deems necessary to protect the contents thereof. However, such search need not be a complete inventory of the contents of the vehicle.
 - b. *Release of impounded or immobilized vehicles.*
 - 1. The registered owner or operator may reclaim any vehicle impounded or immobilized pursuant to the provisions herein by appearing before the police chief or the police chief's designee. At such time, the owner or the operator shall sign a certificate that he is the registered owner or operator of the impounded or immobilized vehicle, and at that time shall pay for all outstanding parking tickets, together with all costs of towing, storage and impoundment, or of immobilization, as the case may be. All charges and costs incurred in impounding the vehicle will be paid by the registered owner or operator to the towing service.
 - 2. It shall be unlawful for any person to reclaim any vehicle impounded or immobilized pursuant to the provisions herein, contrary to the procedure set forth in this section.
- (e) *Charges.* The charges for impoundment and immobilization shall be established by resolution adopted by the city council from time to time.
 - (f) *Penalty for violations.* Any violation of the provisions of this section shall constitute a municipal infraction, and shall be punished as provided in section 1-9.

Section 2. Repeal and replace this Section

Sec. 23-373. - Parking prohibited on city property located adjacent to city hall and city hall annex.

(1) No person shall stand or park a vehicle, except a vehicle authorized by the city, in the municipally owned area lying adjacent to the city hall and city hall annex, such area being legally described as follows: Lots 3, and 4, 5, 6, 7 and the east half of lot 8, all in block 9 in the original town plat of the city.

(1)(2) Exemption. The city may at its discretion, designate certain parking spaces within this area as public parking spaces and identify those spaces by posting applicable signs.

Section 3. Repeal and replace this Section

Sec. 23-379. - Limited parking on specific streets.

When signs are erected giving notice thereof, no person shall park a vehicle on the following streets or portions of streets for a period longer than the time limit specified in this section.

Street	Portion Where Parking Prohibited
Third Street (West)	On the south side, beginning at a point 35 feet west of the west curb line of Franklin Street, then west 20 feet to the west curb line of Franklin Street, parking shall be marked off into stalls and shall be limited to a 30-minute period.
23rd Street (West)	On the north side, between the east line of Merner Avenue and the west side of Campus Street, parking shall be marked off in parking stalls and limited to a one hour period.
Clay Street	On the east side, from the south line of West Second Street to a point 147 feet south of the south line of West Second Street, parking shall be marked off into parking stalls and parking shall be limited to a 30-minute period.
	On the east side from the intersection of Clay Street and West 3rd Street a distance of 102 feet north, parking shall be marked off into parking stalls and limited to a 30-minute period.
College Street	On the east side, from the south curb line of West 20th Street south to the north curb line of 21st Street, parking shall be limited to a two hour period.
College Street (South)	On the east side, from the south curb line of West 20th Street south to the north curb line of West 22nd Street, parking shall be limited to a two hour period.
	On the west side, from the south curb line of West 20th Street to a point 40 feet north of the north curb line of West 22nd Street, parking shall be limited to a two hour period.

Section 4. Repeal this entire Section

~~Sec. 23-381.— Angle parking zones.~~

~~No person shall park a vehicle on the following streets or portions of streets, which have been signed or marked for angle parking, other than within the lines so marked:~~

Street	Portion Zoned
Second Street (West)	On the north side from State Street to Clay Street.
	On both sides between Franklin Street and Clay Street.
Third Street	On the south side between Washington Street to the west line of the Washington Street and

	Main Street alley.
	On the north side between the east line of the Washington Street and Main Street alley to the west line of Main Street.
	On the south side between the east line of Main Street to the west line of the Main Street and State Street alley.
Fourth Street (East)	On the south side from the east curb line of State Street east to the end of the street.
Eighth Street (West)	On the north side between College Street and Pearl Street.
11th Street (West)	On both sides from Division Street west to a point 400 feet west of the west line of Division Street.
Clay Street	On both sides between Second Street and Third Street.
Division Street	On both sides between Eighth Street and 12th Street.
Main Street	On both sides between First Street and Sixth Street.
Pearl Street	On both sides between Seventh Street and Eighth Street.
Rownd Street	On the west side from a point 185 feet north from the north curb line of Valley High Drive to a point 307 feet north of the north curb line of Valley High Drive.
State Street	On the east side from the north curb line of Fourth Street north to the south curb line of Second Street.

CHAPTER 23 – TRAFFIC AND MOTOR VEHICLES

ARTICLE IV. - STOPPING, STANDING AND PARKING³¹

DIVISION 2. - PARKING ENFORCEMENT DISTRICTS, EQUIPMENT, OPERATIONS AND FACILITIES

Section 5. Repeal and Replace this entire Division

Sec. 23-407. - Definitions.

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

Municipal parking lot means any parking area, not including streets or highways, designated as a public parking lot.

Operator means every individual who operates a vehicle as the owner thereof, or as the agent, employee or permittee of the owner, or who is in actual physical control of a vehicle.

Park or parking means the standing of a vehicle, whether occupied or not, upon a street or municipal parking lot, other than temporarily for the purpose of and while actually engaged in receiving or discharging passengers or loading or unloading merchandise, or in obedience to traffic regulations, signs or signals, and other than an involuntary stopping of a vehicle by reason of causes beyond the control of the operator of such vehicle.

Parking enforcement district means a defined district comprised of restricted street parking and regulated municipal parking lots and facilities where parking is enforced.

Parking meter/pay station means any mechanical device or meter not inconsistent with this division that is placed or erected for the regulation of parking by authority of this division. Parking meters/pay stations installed shall indicate the legal parking time and pay for parking rate established by the city, and at the expiration of such period shall indicate illegal or overtime parking.

Parking space means any space within a parking enforcement district, which is duly designated for the parking of a single vehicle by lines painted or otherwise durably marked on the curb or on the surface of the street or municipal parking lot.

Person means any individual, firm, copartnership, association or corporation.

Street means any public street, avenue, road, alley, highway, lane, path or other public place located in the city and established for the use of vehicles.

Vehicle means any device in, upon or by which any person or property is or may be transported upon a highway, except a device which is operated upon rails or tracks.

(Ord. No. 2945, § 2, 6-17-2019)

Sec. 23-408. - Rights reserved by city.

Nothing contained in this division shall be construed as prohibiting the city from providing for bus stops and for other matters of a similar nature, including the loading or unloading of trucks, vans or other commercial vehicles.

(Ord. No. 2945, § 2, 6-17-2019)

Sec. 23-409. - Supervision of parking operations.

The council shall be responsible for the regulation, control, operation, maintenance and use of parking operations in the city.

(Ord. No. 2945, § 2, 6-17-2019)

Sec. 23-410. - Use of parking enforcement district for loading and unloading.

Commercial trucks may park on the street or in municipal parking lots in parking enforcement districts to load and unload merchandise where no facilities are available to load or unload in alleys or loading/unloading zones. Such parking shall not exceed 15 minutes, and parking beyond such time limit shall be considered a violation of this division.

(Ord. No. 2945, § 2, 6-17-2019)

Sec. 23-411. - Parking [enforcement](#) districts described.

The following named and described districts, lying within the corporate limits of the city, shall constitute a parking enforcement district.

- (1) Downtown parking enforcement district, being the boundaries described in Sec. 26-189, Central Business District (CBD) overlay zoning district.
- (2) College Hill parking enforcement district, being the boundaries described in Sec. 26-181, College Hill Neighborhood (CHN) overlay zoning district.

(Ord. No. 2945, § 2, 6-17-2019)

Sec. 23-412. - Drop off/pick up zones on specific streets in a parking enforcement district.

The streets or portions of streets enumerated in this section, when properly signposted, are hereby declared to be drop off/pick up zones. No vehicle shall park or stand in a drop off/pick up zone other than while actually engaged in the loading or unloading of passengers or materials. In no event shall any vehicle be parked or stand in a drop off/pick up zone for more than 15 minutes.

Street	Portion Where Parking Prohibited
Second Street (East)	Drop off/Pick up Zone: On the north side 55 feet east of the Main Street line to a point 65 feet east of the Main Street line.
Second Street (West)	Drop off/Pick up Zone: On the north side 30 feet west of the Main Street line to a point 40 feet west of the Main Street line.
Third Street (East)	Drop off/Pick up Zone: On the north side 35 feet east of the Main Street line to a point 55 feet east of the Main Street line.
Third Street (West)	Drop off/Pick up Zone: On the north side 65 feet west of the Main Street line to a point 75 feet west of the Main Street line.
	Drop off/Pick up Zone: On the north side 20 feet west of the Washington Street line to a point 40 feet west of the Washington Street line.
Fourth Street (East)	Drop off/Pick up Zone: On the north side 50 feet east of the Main Street line to a point 70 feet east of the Main Street line.
Fourth Street (West)	Drop off/Pick up Zone: On the north side 40 feet west of the Main Street line to a point 50 feet west of the Main Street line.
Fifth Street (West)	Drop off/Pick up Zone: On the north side 50 feet west of the Main Street line to a point 70 feet west of the Main Street line.
Sixth Street	Drop off/Pick up Zone: On the north side from the east line of Clay Street to the east 150 feet to the west line of the Alley.
Clay Street	Drop off/Pick up Zone: On the east side 30 feet north of the north line of 6th Street to a point 120 feet north of the north Sixth Street line.
	Drop off/Pick up Zone: On the west side 30 feet north of the north line of 6th Street to a point 120 feet north of the north Sixth Street line.
Main Street	Drop off/Pick up Zone: On the west side 25 feet south of the south line of First Street to a point 90 feet south of the south line of First Street.
State Street	Drop off/Pick up Zone: On the west side from a point 20 feet south of the south line of Second Street to 40 feet south of the south line of Second Street.

(Ord. No. 2945, § 2, 6-17-2019)

Sec. 23-413. - Parking time limits in parking enforcement districts.

~~(1) Generally Downtown parking enforcement district. Central Business District~~

(a) ~~When signs are erected giving notice thereof, p~~ When signs are erected giving notice thereof, p ~~arking is prohibited~~ Unrestricted parking is allowed in a municipal lot unless a sign is posted by the City advising that the lot is a paid parking lot. If posted as a paid parking lot, parking is prohibited unless an appropriate city issued permit is purchased, or unless legal parking time is purchased by means of a parking meter, pay station or

~~mobile application. the operator of the vehicle is permitted to do so when signs are erected giving notice; by purchasing a city- issued permit or by purchasing pays for the legal parking time at the and pay for parking rates established by the city by means of a parking meter, pay station or mobile application. parking at or by means of a parking meter/pay station.~~

- (b) ~~Except as otherwise provided in this division, unrestricted parking is allowed on a public street in a parking enforcement district unless a sign is posted by the City advising that a parking space is a paid parking space. If posted as a paid parking space, parking is prohibited unless legal parking time is purchased by means of a parking meter, pay station or mobile application. When signs are erected giving notice thereof, parking or standing a vehicle in a designated parking space shall be limited and enforced between the hours of 9:00 a.m. and 8:00 p.m., Monday through Saturday. The provisions of this section shall not apply on the following named holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.~~
- (be) Rates for paid parking in a parking enforcement district shall be adopted by resolution ~~of~~by the city council and appropriately posted giving notice of said rates.
- (ce) ~~The schedule of fines for violations of described in this subsection (a) of this section division shall be in the same amount fines as stated in section 23-356.23-421(a)~~

(Ord. No. 2945, § 2, 6-17-2019)

2. Enforcement times – Downtown parking enforcement district

~~When signs are posted giving notice thereof, parking or standing a vehicle in a paid parking space shall be restricted and enforced between the hours of 9:00 a.m. and 8:00 p.m., Monday through Saturday. The provisions of this subsection shall not apply on the following named holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.~~

3. Enforcement times -- College Hill parking enforcement dDistrict

- (a) ~~When signs are erected giving notice thereof, pParking is prohibited in a municipal lot unless the operator of the vehicle is permitted to do so when signs are erected giving notice; by purchasing a city- issued permit or by purchasing pays for the legal parking time at the and pay for parking rates established by the city by means of a parking meter, pay station or mobile application.~~
- (b) ~~When signs are postederected giving notice thereof, parking or standing a vehicle in a paiddesignated parking space shall be restrictedlimited and enforced between the hours of 9:00 a.m. and 65:00 p.m., Monday through Friday. The provisions of this section shall not apply on the following named holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.~~
- (c) ~~Rates for paid parking in a parking enforcement district shall be adopted by resolution by the city council and appropriately posted giving notice of said rates.~~
- (d) ~~The schedule of fines for violations described in subsection (a) of this section shall be the fines as stated in section 23-356.421(a)~~

Sec. 23-414. - Use of funds collected from parking operations and enforcement.

- (a) Funds derived from the operation and enforcement of parking shall be used for the following purposes and none other:
- (1) Payment of the cost of acquisition, installation, maintenance, repair and operation of equipment, signs and other devices to regulate and enforce parking laws.

- (2) Payment of the cost of acquiring, by purchase, lease or similar arrangement, parking lots, facilities or other off-street parking areas, including operation, enlargement or improvement thereof or the facilities thereof, and widening or altering the streets to provide additional parking facilities.
 - (3) Retirement of revenue bonds.
- (b) All revenues derived from parking enforcement operations not required for the payment of costs under subsection (a) of this section shall be expended for the improvement of existing facilities or the acquisition and improvement of additional off-street parking areas, provided that such funds may be retained and accumulated for such purpose for such length of time and in such amount as may be reasonably necessary to effectuate such program of acquisition of parking lots or other off-street parking areas.

(Ord. No. 2945, § 2, 6-17-2019)

Sec. 23-415. - Parking violations.

It shall be unlawful and a violation of the provisions of this division for any person to:

- (1) Cause, allow, permit or suffer any vehicle registered in the name of or operated by such person to be parked overtime or beyond the period of legal parking time established or purchased.
- (2) Permit any vehicle to remain or be placed in a parking space beyond the period prescribed for such parking space. [Moving a vehicle to another parking space within the same hundred block of the same street that results in total cumulative parking time beyond the period prescribed for such parking space, shall be a violation.](#)
- ~~(3) Permit any vehicle to park beyond the period prescribed for such parking area by moving the vehicle to a different parking space within the same block.~~
- (3) Park any vehicle across any line or marking of a parking space or in such position that the vehicle is not entirely within the area designated by such lines or markings. Where angle or straight-in parking is provided, a vehicle must be parked entirely between the lines or markings with one of the front wheels of the vehicle touching the bumper block or curb, if one exists.
- (4) Deface, injure, tamper with, open or willfully break, destroy or impair the usefulness of any parking equipment or device installed under the provisions of this division. Violation of this provision shall be considered a simple misdemeanor as provided for in section 23-23.

(Ord. No. 2945, § 2, 6-17-2019)

Sec. 23-416. - Notice of parking violation.

Parking enforcement personnel of the city shall attach to the vehicles in violation of this division a notice to the owner or operator thereof stating that such vehicle has been parked in violation of this division and informing the owner or operator of the amount of the fine, how the fine may be paid, and the penalty for failure to pay the fine.

(Ord. No. 2945, § 2, 6-17-2019)

Sec. 23-417. - Report of parking violations.

It shall be the duty of the parking enforcement personnel of the city, acting in accordance with instructions issued by the city clerk and as approved by the council, to report the following:

- (1) The location of the vehicle that is or has been parking in violation of any of the provisions of this division.
- (2) The state license number of such vehicle.
- (3) The time during which such vehicle is parking in violation of any of the provisions of this division.
- (4) Any other facts which are necessary to a thorough understanding of the circumstances attending such violation.

(Ord. No. 2945, § 2, 6-17-2019)

~~Sec. 23-418. - Fines for parking violations.~~

~~Except as otherwise provided in this article or by state law, the fine for a violation of this article shall be \$10.00, payable to the city. If said fine is not paid within 30 days from the date of the notice of violation, the fine shall be increased to \$15.00.~~

(Ord. No. 2945, § 2, 6-17-2019)

Sec. 23-418~~9~~. - Parking permits for municipal parking lots or parking facilities.

Generally. The owner or operator of a motor vehicle may obtain a parking permit for use in the off-street municipal parking lots or facilities. Parking permits may be assigned to a specific parking lot or facility, and may vary in price. Parking permit fees shall be established from time to time by resolution of the city council. The parking permit is to be displayed in the lower left-hand corner of the windshield of the vehicle unless the owner or operator of the vehicle has properly registered the license plate of the vehicle with the parking enforcement agency designated by the city. The purchase and proper display/registration of a parking permit, as required in this subsection shall entitle the motor vehicle to be parked in the designated off-street municipal parking lot or facility for a period of up to 48 consecutive hours without penalty for overtime parking.

(Ord. No. 2945, § 2, 6-17-2019)

Sec. 23-41~~9~~~~20~~. - Two-hour limit on parking in certain parking spaces on certain streets.

1. Downtown parking enforcement district. Central Business District

- (a) When signs are erected giving notice thereof, parking or standing a vehicle in a designated parking space shall be limited to a total of two hours of parking between the hours of 9:00 a.m. and 8:00 p.m., Monday thru Saturday, except on the following named holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, on the following streets or portions of streets within the city:

(1a) Main Street from First Street to Sixth Street.

- (b) Each consecutive two-hour period during one calendar day that a vehicle remains illegally parked in a designated space as provided in this subsection shall constitute a separate and distinct offense. The first offense shall terminate two hours after the time a citation charging the offense is issued, which time shall be noted on the citation, and a separate and new offense shall occur during each two-hour period thereafter.

~~(c) Rates for paid parking in a parking enforcement district shall be adopted by resolution by the city council and appropriately posted giving notice of said rates.~~

~~(d) The schedule of fines for violations described in subsection (a) of this section shall be the fines as stated in section 23-356.421(a). The schedule of fines for violations described in subsection (a) of this section shall be the fines as stated in section 23-421(a).~~

2. College Hill ~~parking enforcement d~~istrict

(a) When signs are erected giving notice thereof, parking or standing a vehicle in a designated parking space shall be limited to a total of two hours of parking between the hours of 9:00 a.m. and 6:00 p.m., ~~Monday thru Friday~~, except on the following named holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, on the following streets or portions of streets within the city:

~~(1a) College Street from 20th Street to 22nd Street~~

~~(2a) 23rd Street from that portion of said street adjacent to 1019 West 23rd Street west to Merner Avenue.~~

~~(3) Anywhere within the 22nd Street East-North and 20th Street West-Plaza municipal parking lots.~~

(b) Each consecutive two-hour period during one calendar day that a vehicle remains illegally parked ~~in a designated space~~ as provided in this subsection shall constitute a separate and distinct offense. ~~The first offense shall terminate two hours after the time a citation charging the offense is issued, which time shall be noted on the citation, and a separate and new offense shall occur during each two-hour period thereafter.~~

~~(c) Rates for paid parking in a parking enforcement district shall be adopted by resolution by the city council and appropriately posted giving notice of said rates.~~

~~(d) The schedule of fines for violations described in subsection (a) of this section shall be the fines as stated in section 23-356.421(a)~~

(Ord. No. 2945, § 2, 6-17-2019)

Sec. 23-420~~1~~. - Three-hour limit on parking in certain parking spaces on certain streets.

1. ~~Downtown parking enforcement district. Central Business District~~

(a) When signs are erected giving notice thereof, parking or standing a vehicle in a designated parking space shall be limited to a total of three hours of parking between the hours of 9:00 a.m. and 8:00 p.m., ~~Monday thru Saturday~~, except on the following named holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, on the following streets or portions of streets within the city:

(1) Second Street from State Street to Clay Street.

(2) Third Street from State Street to Clay Street.

(3) Fourth Street from State Street to Washington Street.

(4) Fifth Street from State Street to Washington Street.

(6) State Street from Second Street to Fourth Street.

(7) Washington Street from First Street to Sixth Street.

(8) Sixth Street from Washington Street west to the alley between Clay Street and Washington Street.

~~(b) Each consecutive three-hour period during one calendar day that a vehicle remains illegally parked in a designated space as provided in this subsection shall constitute a separate and distinct offense. The first offense shall terminate three hours after the time a citation charging the offense is issued, which time shall be noted on the citation, and a separate and new offense shall occur during each three-hour period thereafter.~~

~~(c) Rates for paid parking in a parking enforcement district shall be adopted by resolution by the city council and appropriately posted giving notice of said rates.~~

~~(d) The schedule of fines for violations described in subsection (a) of this section shall be the fines as stated in section 23-356.421(a). The schedule of fines for violations described in subsection (a) of this section shall be the fines as stated in section 23-421(a).~~

(Ord. No. 2945, § 2, 6-17-2019)

~~Sec. 23-422. Two-hour limit on parking in municipal lots G, M and N and on certain portions of College Street and 23rd Street.~~

~~(a) When signs are erected giving notice thereof, parking or standing a vehicle in a designated parking space shall be limited to a total of two hours for each vehicle on each weekday between the hours of 9:00 a.m. and 5:00 p.m., except on the following named holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, in the following places:~~

~~(1) Anywhere within municipal lots G, M and N.~~

~~(2) 23rd Street from that portion of said street adjacent to 1019 West 23rd Street west to Merner Avenue.~~

~~Each consecutive two-hour period during one calendar day that a vehicle remains illegally parked in a designated space as provided in this subsection shall constitute a separate and distinct offense. The first offense shall terminate two hours after a citation charging the offense is issued, which time shall be noted on the citation, and a separate and new offense shall occur during each two-hour period thereafter.~~

~~(b) The schedule of fines for violations described in subsection (a) of this section shall be \$10.00, payable to the city. If the fine is not paid within 30 days from the date of the notice of the violation, such fine shall be increased to \$15.00.~~

(Ord. No. 2945, § 2, 6-17-2019)

~~Sec. 23-421³. - One-hour limit on parking in certain parking spaces. on certain portions of 23rd Street and College Street.~~

~~1. College Hill parking enforcement dDistrict~~

~~(a) When signs are erected giving notice thereof, parking or standing a vehicle in a designated parking space shall be limited to a total of one hour of parking for each vehicle on each weekday between the hours of 9:00 a.m. and 65:00 p.m., Monday thru Friday, except on the following named holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, on the following portions of streets within the city:~~

~~(1^a) 23rd Street from College Street west to and including that portion of West 23rd Street adjacent to 1009 West 23rd Street.~~

~~(2^a) College Street from 22nd Street to 23rd Street.~~

~~(3^a) Within the 23rd Street East municipal parking lot. Lot Q~~

~~(b) Each consecutive one-hour period during one calendar day that a vehicle remains illegally parked in a designated space as provided in this subsection shall constitute a separate and distinct offense. The first offense shall terminate one hour after the time a citation charging the offense is issued, which time shall be noted on the citation, and a separate and new offense shall occur during each one-hour period thereafter.~~

~~(c) Rates for paid parking in a parking enforcement district shall be adopted by resolution by the city council and appropriately posted giving notice of said rates.~~

~~(d) The schedule of fines for violations described in subsection (a) of this section shall be the fines as stated in section 23-356.421(a). Each consecutive one-hour period during one calendar day that a vehicle remains illegally parked in a designated space as provided in this subsection shall constitute a separate and distinct offense. The first offense shall terminate one hour after the time a citation charging the offense is issued, which time shall be noted on the citation, and a separate and new offense shall occur during each one-hour period thereafter.~~

~~(b) The schedule of fines for violations described in subsection (a) of this section shall be \$10.00, payable to the city. If the fine is not paid within 30 days from the date of the notice of the violation, such fine shall be increased to \$15.00.~~

(Ord. No. 2945, § 2, 6-17-2019)

~~Sec. 23-424. — One hour limit on parking in municipal lot O.~~

~~(a) When signs are erected giving notice thereof, parking or standing a vehicle in a designated parking space shall be limited to a total of one hour of parking for each vehicle on each weekday between the hours of 9:00 a.m. and 5:00 p.m., except on the following named holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, on the following portions of streets within the city:~~

~~(1) Anywhere within municipal lot O.~~

~~Each consecutive one-hour period during one calendar day that a vehicle remains illegally parked in a designated space as provided in this subsection shall constitute a separate and distinct offense. The first offense shall terminate one hour after the time a citation charging the offense is issued, which time shall be noted on the citation, and a separate and new offense shall occur during each one-hour period thereafter.~~

~~(b) The schedule of fines for violations described in subsection (a) of this section shall be \$10.00, payable to the city. If the fine is not paid within 30 days from the date of the notice of the violation, such fine shall be increased to \$15.00.~~

~~(Ord. No. 2945, § 2, 6-17-2019)~~

Sec. 23-42~~5~~⁵. - Parking prohibited in portions of the 22nd Street West municipal parking lot G during certain hours.

When signs are erected giving notice thereof, parking or standing a vehicle shall be prohibited in the 20 angled parking spaces located in the northeast leg of the 22nd Street West municipal parking lot G on Thursday afternoons only commencing with the first Thursday of June of each year and continuing through the last Thursday of October of each year during the hours of 2:00 p.m. to 7:00 p.m.

(Ord. No. 2945, § 2, 6-17-2019)

Secs. 23-42~~36~~³⁶—23-458. - Reserved

Prepared by: Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, IA 50613, (319)273-8600

ORDINANCE NO. _____

AN ORDINANCE (1) REPEALING THE FOLLOWING SECTIONS OF DIVISION 1, GENERALLY, OF ARTICLE IV, STOPPING, STANDING AND PARKING, OF CHAPTER 23, TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, AND ENACTING IN LIEU THEREOF NEW SECTIONS WITH THE SAME NUMERICAL DESIGNATIONS AND TITLES: SECTION 23-359, IMPOUNDMENT OR IMMOBILIZATION OF VEHICLES; SECTION 23-373, PARKING PROHIBITED ON CITY PROPERTY LOCATED ADJACENT TO CITY HALL AND CITY HALL ANNEX; SECTION 23-379, LIMITED PARKING ON SPECIFIC STREETS; AND (2) REPEALING SECTION 23-381, ANGLE PARKING SPACES, OF DIVISION 1, GENERALLY, OF ARTICLE IV, STOPPING, STANDING AND PARKING, OF CHAPTER 23, TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA; AND (3) REPEALING DIVISION 2, PARKING ENFORCEMENT DISTRICTS, EQUIPMENT, OPERATIONS AND FACILITIES, OF ARTICLE IV, STANDING, STOPPING AND PARKING, OF CHAPTER 23, TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, AND ENACTING IN LIEU THEREOF NEW DIVISION 2, PARKING ENFORCEMENT DISTRICTS, EQUIPMENT, OPERATIONS AND FACILITIES, CONSISTING OF SECTION 23-407, DEFINITIONS, SECTION 23-408, RIGHTS RESERVED BY THE CITY, SECTION 23-409, SUPERVISION OF PARKING OPERATIONS, SECTION 23-410, USE OF PARKING ENFORCEMENT DISTRICT FOR LOADING AND UNLOADING, SECTION 23-411, PARKING ENFORCEMENT DISTRICTS DESCRIBED, SECTION 23-412, DROP OFF/PICK UP ZONES ON SPECIFIC STREETS IN A PARKING ENFORCEMENT DISTRICT, SECTION 23-413, PARKING TIME LIMITS IN PARKING ENFORCEMENT DISTRICTS, SECTION 23-414, USE OF FUNDS COLLECTED FROM PARKING OPERATIONS AND ENFORCEMENT, SECTION 23-415, PARKING VIOLATIONS, SECTION 23-416, NOTICE OF PARKING VIOLATION, SECTION 23-417, REPORT OF PARKING VIOLATIONS, SECTION 23-418, PARKING PERMITS FOR MUNICIPAL LOTS OR PARKING FACILITIES, SECTION 23-419, TWO-HOUR LIMIT ON PARKING IN CERTAIN PARKING SPACES ON CERTAIN STREETS, SECTION 23-420, THREE-HOUR LIMIT ON PARKING IN CERTAIN PARKING SPACES ON CERTAIN STREETS, SECTION 23-421, ONE-HOUR LIMIT ON PARKING IN CERTAIN PARKING SPACES, AND SECTION 23-422, PARKING PROHIBITED IN PORTIONS OF THE 22ND STREET WEST MUNICIPAL PARKING LOT DURING CERTAIN HOURS; AND (4) CONFORMING TITLES TO SUBSECTIONS, SECTIONS, DIVISIONS, AND ARTICLES ACCORDINGLY.

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

Section 1. Section 23-359, Impoundment or Immobilization of Vehicles, Section 23-373, Parking Prohibited on City Property Located Adjacent to City Hall and City Hall Annex, and Section 23-379, Limited Parking on Specific Streets, all of Division 1, Generally, of Article IV, Stopping, Standing and Parking, of Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances of the City of Cedar Falls, Iowa, are hereby repealed in their entirety and New Section 23-359, Impoundment or Immobilization of Vehicles, New Section 23-373, Parking Prohibited on City Property Located Adjacent to City Hall and City Hall Annex, and New Section 23-379, Limited Parking on Specific Streets, are enacted in lieu thereof, as follows:

Sec. 23-359. - Impoundment or immobilization of vehicles.

- (a) *Impoundment of vehicles.* Parking enforcement personnel are hereby authorized to impound, that is, to remove, or have removed, a vehicle from a street, public alley, bridge, highway, municipally owned or controlled parking lot, facility or parking space, or in the event of a violation of section 23-387, from private property, to a place of safety designated by the city whenever any such vehicle is parked in violation of this article.
- (b) *Immobilization of vehicles.* As an alternative to impoundment under subsection (a) of this section, parking enforcement personnel are hereby authorized to immobilize a vehicle on a street, public alley, bridge, highway, municipally owned or controlled parking lot, facility or parking space, or in the event of a violation of section 23-387, on private property, whenever any such vehicle is parked in violation of this article.
- (c) *Payment.* In addition to the penalty provided in this chapter, the owner or operator of any vehicle impounded or immobilized for violation of any of the provisions of this article shall be required to pay for all outstanding penalties, fines and fees owed for all parking citations, plus either all towing, storage and impoundment fees, or all immobilization fees, together with all administrative fees.
- (d) *Impoundment or immobilization for accumulated parking violations.*
 - (1) Whenever it is determined that any vehicle has accumulated unpaid parking violations with fines totaling \$30.00 or more, as defined in this Code, then, until such time as all fines for such accumulated parking violations have been paid, such vehicle may be either impounded, or, in the alternative, immobilized by installing a device which clamps and locks onto the wheel and impedes vehicle movement, subject to the following conditions:
 - a. Impoundment or immobilization shall occur only after notice and opportunity for an administrative hearing is sent to the last known registered owner of such motor vehicle.
 - b. Notice shall consist of the following: Written notification by first class mail to the last known address of the registered owner, stating the license number of the vehicle; the owner's name; and a brief description of the parking tickets issued to such vehicle. Said notice shall also state that the registered owner has the right to request an administrative hearing before impoundment or immobilization, if such request is made within ten days of the date of mailing of the notice; that the hearing shall determine the merits of whether to impound or immobilize such motor vehicle for unpaid parking violations; that failure to request a hearing in a timely manner, or failure to appear at such hearing, shall constitute a waiver of the right to a hearing; and that the owner shall be responsible for all charges and costs incurred in impounding or immobilizing such vehicle.

- c. A request for an administrative hearing must be made in writing to the city clerk or the city clerk's designee. The request shall be reviewed to determine whether to impound or immobilize, as the case may be, the motor vehicle for unpaid parking violations.
 - d. The hearing shall be conducted before the police chief of the city or the police chief's designee, and shall be limited to a determination of whether such vehicle should be impounded or immobilized, as the case may be, for unpaid parking tickets. The owner may at that time pay for all outstanding fines for parking tickets.
 - e. Should the police chief or the police chief's designee determine that the vehicle shall be impounded or immobilized, as the case may be, said police chief or designee shall notify the owner, either orally at the conclusion of the hearing or by letter; however, no such notice need be given should the owner or a designated representative of the owner fail to appear at such hearing.
 - f. After the vehicle has been impounded or immobilized, the city shall notify the last known registered owner of such vehicle thereof, by certified mail if the name and address of such owner can be ascertained with reasonable diligence, unless the owner or operator has appeared and has made claim to the seized vehicle.
- (2) Any vehicle that remains immobilized for a consecutive period of 48 hours or more, shall be subject to towing and impoundment as provided in this section.
 - (3) Any vehicle that is immobilized pursuant to this section shall not be issued any parking citations for the period during which the vehicle remains immobilized.
 - (4) It shall be unlawful for any person to remove or attempt to remove an immobilization device which has been attached to any vehicle as provided in this section, to damage the device, or to move the vehicle with the device attached. No person other than a member of the police operations division, a parking meter attendant, or their designees, shall remove the immobilization device.
 - (5) No vehicle shall be impounded by towing or immobilized, unless such vehicle is on a public street or other publicly owned or leased property, or in the event of a violation of section 23-387, is on private property.
 - a. *Entrance into impounded or immobilized vehicles.* If it is necessary to enter a locked or unlocked vehicle in order to impound or immobilize such vehicle, such entrance must be made in the presence of a police officer. The police officer shall conduct such search of such vehicle as said officer deems necessary to protect the contents thereof. However, such search need not be a complete inventory of the contents of the vehicle.
 - b. *Release of impounded or immobilized vehicles.*
 - 1. The registered owner or operator may reclaim any vehicle impounded or immobilized pursuant to the provisions herein by appearing before the police chief or the police chief's designee. At such time, the owner or the operator shall sign a certificate that he is the registered owner or operator of the impounded or immobilized vehicle, and at that time shall pay for all outstanding parking tickets, together with all costs of towing, storage and impoundment, or of immobilization, as the case may be. All charges and costs incurred in impounding the vehicle will be paid by the registered owner or operator to the towing service.

2. It shall be unlawful for any person to reclaim any vehicle impounded or immobilized pursuant to the provisions herein, contrary to the procedure set forth in this section.

- (e) *Charges.* The charges for impoundment and immobilization shall be established by resolution adopted by the city council from time to time.
- (f) *Penalty for violations.* Any violation of the provisions of this section shall constitute a municipal infraction, and shall be punished as provided in section 1-9.

Sec. 23-373. - Parking prohibited on city property located adjacent to city hall and city hall annex.

- (1) No person shall stand or park a vehicle, except a vehicle authorized by the city, in the municipally owned area lying adjacent to the city hall and city hall annex, such area being described as follows: Lots 3, 4, 5, 6, 7 and 8, all in block 9 in the Original Plat of the city.
- (2) Exemption. The city may at its discretion designate certain parking spaces within this area as public parking spaces and identify those spaces by posting applicable signs.

Sec. 23-379. - Limited parking on specific streets.

When signs are erected giving notice thereof, no person shall park a vehicle on the following streets or portions of streets for a period longer than the time limit specified in this section.

Street	Portion Where Parking Prohibited
Third Street (West)	On the south side, beginning at a point 35 feet west of the west curb line of Franklin Street, then west 20 feet to the west curb line of Franklin Street, parking shall be marked off into stalls and shall be limited to a 30-minute period.
Clay Street	On the east side, from the south line of West Second Street to a point 147 feet south of the south line of West Second Street, parking shall be marked off into parking stalls and parking shall be limited to a 30-minute period.
	On the east side from the intersection of Clay Street and West 3rd Street a distance of 102 feet north, parking shall be marked off into parking stalls and limited to a 30-minute period.

Section 2. Section 23-381, Angle Parking Spaces, of Division 1, Generally, of Article IV, Stopping, Standing and Parking, of Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety.

Section 3. Division 2, Parking Enforcement Districts, Equipment, Operations and Facilities, of Article IV, Standing, Stopping and Parking, of Chapter 23, Traffic and Motor Vehicles, of The Code of Ordinances of The City of Cedar Falls, Iowa, is hereby repealed in its entirety, and a new Division 2 is enacted in lieu thereof, as follows:

CHAPTER 23 – TRAFFIC AND MOTOR VEHICLES

ARTICLE IV. - STOPPING, STANDING AND PARKING^[3]

DIVISION 2. - PARKING ENFORCEMENT DISTRICTS, EQUIPMENT, OPERATIONS AND FACILITIES

Sec. 23-407. - Definitions.

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

Municipal parking lot means any parking area, not including streets or highways, designated as a public parking lot.

Operator means every individual who operates a vehicle as the owner thereof, or as the agent, employee or permittee of the owner, or who is in actual physical control of a vehicle.

Park or parking means the standing of a vehicle, whether occupied or not, upon a street or municipal parking lot, other than temporarily for the purpose of and while actually engaged in receiving or discharging passengers or loading or unloading merchandise, or in obedience to traffic regulations, signs or signals, and other than an involuntary stopping of a vehicle by reason of causes beyond the control of the operator of such vehicle.

Parking enforcement district means a defined district comprised of restricted street parking and regulated municipal parking lots and facilities where parking is enforced.

Parking meter/pay station means any mechanical device or meter not inconsistent with this division that is placed or erected for the regulation of parking by authority of this division. Parking meters/pay stations installed shall indicate the legal parking time and pay for parking rate established by the city, and at the expiration of such period shall indicate illegal or overtime parking.

Parking space means any space within a parking enforcement district, which is duly designated for the parking of a single vehicle by lines painted or otherwise durably marked on the curb or on the surface of the street or municipal parking lot.

Person means any individual, firm, copartnership, association or corporation.

Street means any public street, avenue, road, alley, highway, lane, path or other public place located in the city and established for the use of vehicles.

Vehicle means any device in, upon or by which any person or property is or may be transported upon a highway, except a device which is operated upon rails or tracks.

(Ord. No. 2945, § 2, 6-17-2019)

Sec. 23-408. - Rights reserved by city.

Nothing contained in this division shall be construed as prohibiting the city from providing for bus stops and for other matters of a similar nature, including the loading or unloading of trucks, vans or other commercial vehicles.

(Ord. No. 2945, § 2, 6-17-2019)

Sec. 23-409. - Supervision of parking operations.

The council shall be responsible for the regulation, control, operation, maintenance and use of parking operations in the city.

(Ord. No. 2945, § 2, 6-17-2019)

Sec. 23-410. - Use of parking enforcement district for loading and unloading.

Commercial trucks may park on the street or in municipal parking lots in parking enforcement districts to load and unload merchandise where no facilities are available to load or unload in alleys or loading/unloading zones. Such parking shall not exceed 15 minutes, and parking beyond such time limit shall be considered a violation of this division.

(Ord. No. 2945, § 2, 6-17-2019)

Sec. 23-411. - Parking enforcement districts described.

The following named and described districts, lying within the corporate limits of the city, shall constitute a parking enforcement district.

- (1) Downtown parking enforcement district, being the boundaries described in Sec. 26-189, Central Business District (CBD) overlay zoning district.
- (2) College Hill parking enforcement district, being the boundaries described in Sec. 26-181, College Hill Neighborhood (CHN) overlay zoning district.

(Ord. No. 2945, § 2, 6-17-2019)

Sec. 23-412. - Drop off/pick up zones on specific streets in a parking enforcement district.

The streets or portions of streets enumerated in this section, when properly signposted, are hereby declared to be drop off/pick up zones. No vehicle shall park or stand in a drop off/pick up zone other than while actually engaged in the loading or unloading of passengers or materials. In no event shall any vehicle be parked or stand in a drop off/pick up zone for more than 15 minutes.

Street	Portion Where Parking Prohibited
Second Street (East)	Drop off/Pick up Zone: On the north side 55 feet east of the Main Street line to a point 65 feet east of the Main Street line.

Second Street (West)	Drop off/Pick up Zone: On the north side 30 feet west of the Main Street line to a point 40 feet west of the Main Street line.
Third Street (East)	Drop off/Pick up Zone: On the north side 35 feet east of the Main Street line to a point 55 feet east of the Main Street line.
Third Street (West)	Drop off/Pick up Zone: On the north side 65 feet west of the Main Street line to a point 75 feet west of the Main Street line.
	Drop off/Pick up Zone: On the north side 20 feet west of the Washington Street line to a point 40 feet west of the Washington Street line.
Fourth Street (East)	Drop off/Pick up Zone: On the north side 50 feet east of the Main Street line to a point 70 feet east of the Main Street line.
Fourth Street (West)	Drop off/Pick up Zone: On the north side 40 feet west of the Main Street line to a point 50 feet west of the Main Street line.
Fifth Street (West)	Drop off/Pick up Zone: On the north side 50 feet west of the Main Street line to a point 70 feet west of the Main Street line.
Sixth Street	Drop off/Pick up Zone: On the north side from the east line of Clay Street to the east 150 feet to the west line of the Alley.
Clay Street	Drop off/Pick up Zone: On the east side 30 feet north of the north line of 6th Street to a point 120 feet north of the north Sixth Street line.
	Drop off/Pick up Zone: On the west side 30 feet north of the north line of 6th Street to a point 120 feet north of the north Sixth Street line.
Main Street	Drop off/Pick up Zone: On the west side 25 feet south of the south line of First Street to a point 90 feet south of the south line of First Street.
State Street	Drop off/Pick up Zone: On the west side from a point 20 feet south of the south line of Second Street to 40 feet south of the south line of Second Street.

(Ord. No. 2945, § 2, 6-17-2019)

Sec. 23-413. - Parking time limits in parking enforcement districts.

(a) Generally.

(1) Unrestricted parking is allowed in a municipal lot unless a sign is posted by the City advising that the lot is a paid parking lot. If posted as a paid parking lot, parking is prohibited unless an appropriate city issued permit is purchased, or unless legal parking time is purchased by means of a parking meter, pay station or mobile application.

(2) Except as otherwise provided in this division, unrestricted parking is allowed on a public street in a parking enforcement district unless a sign is posted by the City advising that a parking space is a paid parking space. If posted as a paid parking space, parking is prohibited unless legal parking time is purchased by means of a parking meter, pay station or mobile application.

(3) Rates for paid parking in a parking enforcement district shall be adopted by resolution of the city council and appropriately posted giving notice of said rates.

(4) The schedule of fines for violations of this division shall be in the same amount as stated in section 23-356.

(b) Enforcement times – Downtown parking enforcement district.

When signs are posted giving notice thereof, parking or standing a vehicle in a paid parking space shall be restricted and enforced between the hours of 9:00 a.m. and 8:00 p.m., Monday through Saturday. The provisions of this subsection shall not apply on the following named holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

(c) Enforcement times -- College Hill parking enforcement district.

When signs are posted giving notice thereof, parking or standing a vehicle in a paid parking space shall be restricted and enforced between the hours of 9:00 a.m. and 6:00 p.m., Monday through Friday. The provisions of this section shall not apply on the following named holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

(Ord. No. 2945, § 2, 6-17-2019)

Sec. 23-414. - Use of funds collected from parking operations and enforcement.

- (a) Funds derived from the operation and enforcement of parking shall be used for the following purposes and none other:
- (1) Payment of the cost of acquisition, installation, maintenance, repair and operation of equipment, signs and other devices to regulate and enforce parking laws.
 - (2) Payment of the cost of acquiring, by purchase, lease or similar arrangement, parking lots, facilities or other off-street parking areas, including operation, enlargement or improvement thereof or the facilities thereof, and widening or altering the streets to provide additional parking facilities.
 - (3) Retirement of revenue bonds.
- (b) All revenues derived from parking enforcement operations not required for the payment of costs under subsection (a) of this section shall be expended for the improvement of existing facilities or the acquisition and improvement of additional off-street parking areas, provided that such funds may be retained and accumulated for such purpose for such length of time and in such amount as

may be reasonably necessary to effectuate such program of acquisition of parking lots or other off-street parking areas.

(Ord. No. 2945, § 2, 6-17-2019)

Sec. 23-415. - Parking violations.

It shall be unlawful and a violation of the provisions of this division for any person to:

- (1) Cause, allow, permit or suffer any vehicle registered in the name of or operated by such person to be parked overtime or beyond the period of legal parking time established or purchased.
- (2) Permit any vehicle to remain or be placed in a parking space beyond the period prescribed for such parking space. Moving a vehicle to another parking space within the same hundred block of the same street that results in total cumulative parking time beyond the period prescribed for such parking space, shall be a violation.
- (3) Park any vehicle across any line or marking of a parking space or in such position that the vehicle is not entirely within the area designated by such lines or markings. Where angle or straight-in parking is provided, a vehicle must be parked entirely between the lines or markings with one of the front wheels of the vehicle touching the bumper block or curb, if one exists.
- (4) Deface, injure, tamper with, open or willfully break, destroy or impair the usefulness of any parking equipment or device installed under the provisions of this division. Violation of this provision shall be considered a simple misdemeanor as provided for in section 23-23.

(Ord. No. 2945, § 2, 6-17-2019)

Sec. 23-416. - Notice of parking violation.

Parking enforcement personnel of the city shall attach to the vehicles in violation of this division a notice to the owner or operator thereof stating that such vehicle has been parked in violation of this division and informing the owner or operator of the amount of the fine, how the fine may be paid, and the penalty for failure to pay the fine.

(Ord. No. 2945, § 2, 6-17-2019)

Sec. 23-417. - Report of parking violations.

It shall be the duty of the parking enforcement personnel of the city, acting in accordance with instructions issued by the city clerk and as approved by the council, to report the following:

- (1) The location of the vehicle that is or has been parking in violation of any of the provisions of this division.
- (2) The state license number of such vehicle.
- (3) The time during which such vehicle is parking in violation of any of the provisions of this division.

- (4) Any other facts which are necessary to a thorough understanding of the circumstances attending such violation.

(Ord. No. 2945, § 2, 6-17-2019)

Sec. 23-418. - Parking permits for municipal parking lots or parking facilities.

Generally. The owner or operator of a motor vehicle may obtain a parking permit for use in the off-street municipal parking lots or facilities. Parking permits may be assigned to a specific parking lot or facility, and may vary in price. Parking permit fees shall be established from time to time by resolution of the city council. The parking permit is to be displayed in the lower left-hand corner of the windshield of the vehicle unless the owner or operator of the vehicle has properly registered the license plate of the vehicle with the parking enforcement agency designated by the city. The purchase and proper display/registration of a parking permit, as required in this subsection shall entitle the motor vehicle to be parked in the designated off-street municipal parking lot or facility for a period of up to 48 consecutive hours without penalty for overtime parking.

(Ord. No. 2945, § 2, 6-17-2019)

Sec. 23-419. - Two-hour limit on parking in certain parking spaces on certain streets.

(a) Downtown parking enforcement district.

(1) When signs are erected giving notice thereof, parking or standing a vehicle in a designated parking space shall be limited to a total of two hours of parking between the hours of 9:00 a.m. and 8:00 p.m., Monday thru Saturday, except on the following named holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, on the following streets or portions of streets within the city:

(a) Main Street from First Street to Sixth Street.

(2) Each consecutive two-hour period during one calendar day that a vehicle remains illegally parked as provided in this subsection shall constitute a separate and distinct offense.

(b) College Hill parking enforcement district.

(1) When signs are erected giving notice thereof, parking or standing a vehicle in a designated parking space shall be limited to a total of two hours of parking between the hours of 9:00 a.m. and 6:00 p.m., Monday thru Friday, except on the following named holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, on the following streets or portions of streets within the city:

(a) College Street from 20th Street to 22nd Street

(b) 23rd Street from that portion of said street adjacent to 1019 West 23rd Street west to Merner Avenue.

(c) Anywhere within the 22nd Street East – North and 20th Street West - Plaza municipal parking lots.

(2) Each consecutive two-hour period during one calendar day that a vehicle remains illegally parked as provided in this subsection shall constitute a separate and distinct offense.

(Ord. No. 2945, § 2, 6-17-2019)

Sec. 23-420. - Three-hour limit on parking in certain parking spaces on certain streets.

Downtown parking enforcement district.

(a) When signs are erected giving notice thereof, parking or standing a vehicle in a designated parking space shall be limited to a total of three hours of parking between the hours of 9:00 a.m. and 8:00 p.m., Monday thru Saturday, except on the following named holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, on the following streets or portions of streets within the city:

- (1) Second Street from State Street to Clay Street.
- (2) Third Street from State Street to Clay Street.
- (3) Fourth Street from State Street to Washington Street.
- (4) Fifth Street from State Street to Washington Street.
- (6) State Street from Second Street to Fourth Street.
- (7) Washington Street from First Street to Sixth Street.
- (8) Sixth Street from Washington Street west to the alley between Clay Street and Washington Street.

(b) Each consecutive three-hour period during one calendar day that a vehicle remains illegally parked as provided in this subsection shall constitute a separate and distinct offense.

(Ord. No. 2945, § 2, 6-17-2019)

Sec. 23-421. - One-hour limit on parking in certain parking spaces.

College Hill parking enforcement district.

(a) When signs are erected giving notice thereof, parking or standing a vehicle in a designated parking space shall be limited to a total of one hour of parking for each vehicle between the hours of 9:00 a.m. and 6:00 p.m., Monday thru Friday, except on the following named holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, on the following portions of streets within the city:

- (1) 23rd Street from College Street west to and including that portion of West 23rd Street adjacent to 1009 West 23rd Street.
- (2) College Street from 22nd Street to 23rd Street.
- (3) Within the 23rd Street East municipal parking lot.

(b) Each consecutive one-hour period during one calendar day that a vehicle remains illegally parked as provided in this subsection shall constitute a separate and distinct offense.

(Ord. No. 2945, § 2, 6-17-2019)

Sec. 23-422. - Parking prohibited in portions of the 22nd Street West municipal parking lot during certain hours.

When signs are erected giving notice thereof, parking or standing a vehicle shall be prohibited in the 20 angled parking spaces located in the northeast leg of the 22nd Street West municipal parking lot on Thursday afternoons only commencing with the first Thursday of June of each year and continuing through the last Thursday of October of each year during the hours of 2:00 p.m. to 7:00 p.m.

(Ord. No. 2945, § 2, 6-17-2019)

Secs. 23-423—23-458. – Reserved

INTRODUCED: _____ January 6, 2020

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk



City of Cedar Falls, Iowa
220 Clay Street
Cedar Falls, Iowa 50613

Phone: (319) 273-8600
Fax: (319) 268-5126
www.cedarfalls.com

For Immediate Release:
December 30, 2019

Cedar Falls At-Large Council Vacancy Update

Cedar Falls – Cedar Falls Mayor-elect Rob Green will begin his mayoral term on January 2, 2020. Mayor-elect Green had previously served in the Cedar Falls City Council At-Large position, with his term running from January 1, 2018, to December 31, 2021.

In order to serve as Mayor, Mayor-elect Green will resign from his At-Large council seat effective at noon on January 2, 2020. This resignation creates a vacancy for the position on the council and will leave six active council members in Cedar Falls until that position is filled. The individual who succeeds Mayor-elect Green in the At-Large council position will serve until the end of his original term only.

On January 6, 2020, during the Cedar Falls City Council meeting beginning at 7:00 PM, the following council agenda item will be brought forth to determine how the council will proceed in filling the vacancy. This can be done in one of two ways:

- 1. Consideration of filling council vacancy by appointment.** If passed, then the next agenda item will be Resolution approving the filling of the vacancy by appointment, directing the Cedar Falls City Clerk to publish notice of same, and establishing the date of appointment.

OR

- 2. Consideration of Resolution calling for a special election to fill the council vacancy.** If passed, the next agenda item would be Resolution calling for special election. If that is passed, a Resolution setting the date of the special election would be adopted as soon as a date is coordinated with the County Auditor.

In the event of a Council Appointment vote - In order to appoint a new at-large council member, the majority of council must vote in favor of the appointment. If Council decides to appoint a representative, then it must publish notice of this appointment. The notice must state that the electors have the right to file a Petition for a Special Election within 14 days of the notice or appointment. At

least 1000 eligible electors must sign the petition in order for a special election to be held under this option.

If the council votes in favor of appointment, any eligible electors that wish to seek the appointment of the At-Large council position need to contact Jacque Danielsen, Cedar Falls City Clerk, at (319) 273-8600 or email Jacque.Danielsen@cedarfalls.com. Nominees must submit their application by 5:00 PM on Wednesday, January 15, 2020, for consideration. The appointment would take place on January 20, 2020, and the effective start date for the new At-Large council member would begin as soon as the person is sworn into office.

In the event of a Special Election vote - The City of Cedar Falls will coordinate with the County Auditor to select a date for the election to be held. This will likely coincide with the Cedar Falls School election on March 3, 2020. If there is a special election, any eligible elector that is interested in running for the At-Large position must contact the Black Hawk County Auditor's office.

Tentative Timeline for Filling Council Vacancy

January 6, 2020: Cedar Falls City Council votes on the agenda item regarding consideration of filling council vacancy by appointment OR consideration of Resolution calling for a special election.

January 13, 2020: If the City Council decides to fill the office by appointment, the City will publish the notice of filling vacancy. The notice of filling vacancy by appointment must state that electors have the right to file a petition for special election within 14 days of the notice, or of appointment. Such notice must be published at least once not less than four days, nor more than 20 days, before the appointment.

January 20, 2020: Cedar Falls City Council will discuss the following Agenda item at the council meeting – Resolution appointing council member to vacant council office. The appointment must be made within 60 days of vacancy.

February 3, 2020: If a valid petition for a special election is filed within 14 days of the appointment, then a special election must be held. A valid petition must include at least 1000 electors' signatures.

February 3 or 17, 2020 (depending upon date petition is received): City Council will discuss the following agenda item at the council meeting – Receive and file special election petition AND Resolution setting the date of the special election.

March 3, 2020: In the event of a special election vote by City Council on January 6, 2020, the election will likely be held on March 3, 2020, alongside the Cedar Falls School election. The City will continue to keep the public updated as the process continues.

All dates may be subject to change. Please contact Ron Gaines, Cedar Falls City Administrator, at (319) 268-5171 with any questions regarding this press release.