



**AGENDA
CITY OF CEDAR FALLS, IOWA
CITY COUNCIL MEETING
MONDAY, DECEMBER 02, 2019
7:00 PM AT CITY HALL**

Call to Order by the Mayor

Roll Call

Approval of Minutes

1. Regular Meeting of November 18, 2019.

Agenda Revisions

Special Order of Business

2. Public hearing on a proposal to undertake a public improvement project for the Cedar Heights Drive Reconstruction Project and to authorize acquisition of private property for said project.
 - a) Receive and file proof of publication of notice of hearing. (Notice published November 22, 2019)
 - b) Written communications filed with the City Clerk.
 - c) Oral comments.
3. Resolution approving a public improvement for the Cedar Heights Drive Reconstruction Project and authorizing acquisition of private property for said project.

Old Business

4. Pass Ordinance #2958, granting a partial property tax exemption to Broadstone BCI Iowa, L.L.C. for construction of an industrial use warehouse and production facility at 2900 Capital Way, upon its third & final 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.)

5. Receive and file the Committee of the Whole minutes of November 18, 2019 relative to the following items:
 - a) FY2019 Audit Report.
 - b) Recreation Center Usage Study.
 - c) Bills & Payroll.
6. Receive and file the City Council Work Session minutes of November 18, 2019 relative to a Long-Term Climate Action Plan.
7. Receive and file Departmental Monthly Reports of October 2019.
8. Approve the application of Greenleaf Tobacco and Vapor, 5901 University Avenue, for a cigarette/tobacco/nicotine/vapor permit.

9. Approve the following applications for beer permits and liquor licenses:
 - a) Clarion Inn, 5826 University Avenue, Class B liquor - renewal.
 - b) Sharky's Fun House, 2223 College Street, Class C liquor & outdoor service - renewal.
 - c) Hy-Vee Gas, 6527 University Avenue, Class C beer - change in ownership.
 - d) Hy-Vee Food Store, 6301 University Avenue, Class E liquor - 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.)

10. Resolution approving and authorizing execution of a Service Agreement with Professional Office Services, Inc. relative to printing the City's Currents newsletter.
11. Resolution approving and authorizing execution of Change Order Number One to the Agreement for the Installation and Use of LAMA Software with the Davenport Group USA, Ltd relative to Firehouse data migration.
12. Resolution approving and authorizing execution of a Facility Use Agreement with the American National Red Cross relative to use of the Recreation and Fitness Center as a shelter during a disaster emergency.
13. Resolution approving and authorizing execution of an Agency Agreement with LeadsOnline, LLC relative to tracking pawned merchandise.
14. Resolution approving a Claim for Non-Residential Relocation Assistance Reimbursement, in conjunction with the West 1st Street Reconstruction Project.
15. Resolution approving the Certificate of Completion and accepting the work of Peterson Contractors, Inc. for the West 20th Street Dry Run Creek RCB Culvert Replacement Project.
16. Resolution approving and authorizing execution of Supplemental Agreement No. 10A to the Professional Service Agreement with Snyder & Associates relative to the West Viking Road Reconstruction - Hudson Road to Production Drive Recreational Trail Infill Project.
17. Resolution receiving and filing the Evaluative Report of the Planning & Zoning Commission, and setting December 16, 2019 as the date of public hearing to consider taking action on a petition requesting the reestablishment of the College Hill Self-Supported Municipal Improvement District (SSMID).
18. Resolution setting December 16, 2019 as the date of public hearing to consider entering into an Agreement for Private Development with Prestige WW, L.L.C.
19. Resolution setting December 16, 2019 as the date of public hearing to consider entering into an Agreement for Private Development with River Place Properties II, L.C.
20. Resolution setting December 16, 2019 as the date of public hearing to consider entering into an Agreement for Private Development and to consider conveyance of certain city-owned real estate to The Vault L.L.C.
21. Resolution setting December 10, 2019 as the date of consultation and January 6, 2020 as the date of public hearing on a proposed Amendment No. 1 to the College Hill Urban Renewal Plan.

Allow Bills and Payroll

22. Allow Bills and Payroll of December 2, 2019.

City Council Referrals

City Council Updates

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

Adjournment

**CITY HALL
CEDAR FALLS, IOWA, NOVEMBER 18, 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.

- 52560 - It was moved by Kruse and seconded by Miller that the minutes of the Regular Meeting of November 4, 2019 be approved as presented and ordered of record. Motion carried unanimously.
- 52561 - City Clerk Danielsen announced that Item 23 on the Resolution Calendar was being removed from Agenda.
- 52562 - Mayor Brown announced that in accordance with the public notice of November 8, 2019, this was the time and place for a public hearing on a proposed amendment to the Zoning Agreement relative to conditions of the HWY-1, Highway Commercial District, for property located in the southwest corner of Highway 58 and West Ridgeway Avenue. It was then moved by Darrah and seconded by Wieland that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 52563 - The Mayor then asked if there were any written communications filed to the proposed amendment. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Planner III Sturch provided a brief summary of the proposed amendment and Jim Skaine, 2215 Clay Street, expressed opposition to requested suspension of the rules to consider at three separate meetings. There being no one else present wishing to speak about the proposed amendment, the Mayor declared the hearing closed and passed to the next order of business.
- 52564 - Following questions by Councilmembers deBuhr and Green, responses by Planner III Sturch and supporting comments by Midland Atlantic Properties representative Nicole Chimento, it was moved by Green and seconded by Wieland that the rules requiring Ordinance #2959, rezoning property located generally on Lot 1 of The Point at Henry Farms, pursuant to provisions of a conditional zoning agreement associated with Ordinance #2933, which placed said property in the HWY-1, Highway Commercial District, to be considered at three separate meetings be suspended. The Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: Miller. Motion carried.

It was then moved by Kruse and seconded by deBuhr that Ordinance #2959, be passed upon its third and final consideration. 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 Ordinance #2959 duly passed and adopted.

- 52565 - It was moved by deBuhr and seconded by Miller that the following items and recommendations on the Consent Calendar be received, filed and approved:

Receive and file a communication from the Civil Service Commission relative to a certified list for the position of Building/Electrical Inspector.

Receive and file a communication from the Civil Service Commission relative to a certified list for the position of Public Safety Officer.

Receive, file and refer to the Planning & Zoning Commission a communication from College Hill Partnership relative to the renewal of the College Hill Self-Supported Municipal Improvement District (SSMID).

Approve the following applications for beer permits and liquor licenses:

- a) Hansen's Dairy, 123 East 18th Street, Class C beer & Class B native wine - renewal.
- b) Tony's La Pizzeria, 407 Main Street, Class C liquor & outdoor service - renewal.
- c) Urban Pie, 200 State Street, Class C liquor & outdoor service - renewal.
- d) Five Corners Liquor & Wine, 809 East 18th Street, Class E liquor - renewal.

Motion carried unanimously.

- 52566 - It was moved by Darrah and seconded by Wieland to receive and file the Committee of the Whole minutes of November 4, 2019 relative to the following items:

- a) Downtown Visioning Update.
- b) Bills & Payroll.

Following comments by Jim Skaine, 2215 Clay Street, response by Councilmember Miller and a brief recess from 7:16 P.M. to 7:27 P.M., the motion carried unanimously.

- 52567 - It was moved by Green and seconded by Darrah that the following resolutions be introduced and adopted:

Resolution #21,769, authorizing certification of eligible expenses for reimbursement from the College Hill, Downtown, Pinnacle Prairie, South Cedar Falls and Unified Tax Increment Financing Revenues.

Resolution #21,770, approving and authorizing an inter-fund loan from the Tax Increment Financing (TIF) Bond Fund to the Tax Increment Financing (TIF) Fund relative to funding for legal fees, incentive payments, and project costs related to Peter Melendy Park and the Downtown Streetscape in the Downtown Urban Renewal Area.

Resolution #21,771, approving and authorizing an inter-fund loan from the Tax Increment Financing (TIF) Bond Fund to the Tax Increment Financing (TIF) Fund relative to funding for the Prairie Parkway & Viking Road Signalization Project in the Pinnacle Prairie Urban Renewal Area.

Resolution #21,772, approving and authorizing an inter-fund loan from the Tax Increment Financing (TIF) Bond Fund to the Tax Increment Financing (TIF) Fund relative to funding for legal and administrative fees for projects in the South Cedar Falls Urban Renewal Area.

Resolution #21,773, approving and authorizing an inter-fund loan from the Tax Increment Financing (TIF) Bond Fund to the Tax Increment Financing (TIF) Fund relative to funding for Highway 58 Corridor Improvements, Industrial Park Street Patching, and administrative and legal fees in the Unified Urban Renewal Area.

Resolution #21,774, approving and authorizing an inter-fund loan from the Economic Development Fund to the Tax Increment Financing (TIF) Fund relative to funding for the purchase of land in the South Cedar Falls Urban Renewal Area.

Resolution #21,775, approving and authorizing an inter-fund loan from the Economic Development Fund to the Tax Increment Financing (TIF) Fund relative to funding for the purchase of land in the Unified Urban Renewal Area.

Resolution #21,776, approving and authorizing an inter-fund loan from the General Fund to the Tax Increment Financing (TIF) Fund relative to funding for the Downtown Visioning Project in the Downtown Urban Renewal Area.

Resolution #21,777, approving and authorizing an inter-fund loan from the Street Construction Fund to the Tax Increment Financing (TIF) Fund relative to funding for the 100 Block Alley Reconstruction Project and to support the Downtown Urban Renewal projects and planning in the Downtown Urban Renewal Area.

Resolution #21,778, approving and authorizing submission of the City's FY19 Annual Urban Renewal Report.

Resolution #21,779, approving the Certificate of Completion and accepting the work of Blacktop Service Company for the 2018 Seal Coat Project.

Resolution #21,780, approving the Certificate of Completion and accepting the work of K. Cunningham Construction Company, Inc. for the University Avenue Reconstruction Project - Phase I.

Resolution #21,781, receiving and filing the bids, and approving and accepting the low bid of Municipal Pipe Tool Company, LLC, in the amount of \$303,361.45, for the 2019 Sanitary Sewer Rehabilitation Project.

Resolution #21,782, approving and accepting the contract and bond of Municipal

Pipe Tool Company, LLC for the 2019 Sanitary Sewer Rehabilitation Project.

Resolution #21,783, approving and authorizing execution of an Amendment to Professional Service Agreement with Snyder & Associates, Inc. relative to the Cedar Heights Drive Reconstruction Project.

Resolution #21,784, approving and authorizing execution of a Release of Minimum Assessment Agreement and Agreement for Private Development, and approving and accepting a Quit Claim Deed, relative to an Agreement for Private Development with BAJR Enterprises, L.L.C.

Resolution #21,785, approving and authorizing execution of a Termination of Agreement for Private Development, and approving and accepting a Warranty Deed, relative to an Agreement for Private Development with Schuerman Construction, Inc.

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 #21,769 through #21,785 duly passed and adopted.

52568 - It was moved by Miller and seconded by Darrah that Resolution #21,786, approving and adopting the Imagine Downtown! - Cedar Falls Downtown Vision Plan, be adopted. Community Main Street Executive Director Carol Lilly expressed appreciation and support for the plan. Following questions by Councilmembers Green and Kruse, comments by Roger White, 2303 Greenwood Avenue and Councilmember Wieland, and responses by Community Services Manager Howard and Community Development Director Sheetz, 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 #21,786 duly passed and adopted.

52569 - It was moved by Darrah and seconded by Miller that Resolution #21,787, setting December 2, 2019 as the date of public hearing on a proposal to undertake a public improvement project for the Cedar Heights Drive Reconstruction Project and to authorize acquisition of private property for said project, be adopted. Following a question by Councilmember Darrah and response by Public Works Director Schrage, 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 #21,787 duly passed and adopted.

52570 - It was moved by Kruse and seconded by Blanford that the bills and payroll of November 18, 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.

- 52571 - Northern Iowa Student Government Liaison Rebecca Aberle invited the public to attend upcoming named events on the University of Northern Iowa campus.

Community Development Director Sheetz provided an update on recent Downtown Streetscape improvements.

Public Safety Services Director Olson provided information regarding number of emergency response personnel that responded to two recent fire calls.

- 52572 - It was moved by Kruse and seconded by Wieland to adjourn to Executive Session to discuss Property Acquisition per Iowa Code Section 21.5(1)(j) to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property, following Public Forum. Upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried.

- 52573 - Whitney Smith, 2904 Neola Street, spoke about the recent election.

Roger White, 2303 Greenwood Avenue, congratulated the City on awards received for the University Avenue Reconstruction Project and commented on the roundabouts that were included in the project.

Rosemary Beach, 5018 Sage Road, expressed appreciation for removing the bump on Main Street, and Councilmember Blanford and Public Works Director Schrage responded to her requests for an extension of the pedestrian trail beyond Coneflower Parkway and pavement markings at a nearby intersection.

The City Council adjourned to Executive Session at 7:54 P.M.

Mayor Brown reconvened the City Council meeting at 8:11 P.M. and stated that Property Acquisition had been discussed but that no further action was required at this time.

- 52574 - It was moved by Darrah and seconded by Kruse that the meeting be adjourned at 8:12 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
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 Fax: 319-268-5197
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MEMORANDUM
Engineering Division

TO: Honorable Mayor James P. Brown and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: November 26, 2019

SUBJECT: Cedar Heights Drive Reconstruction
 Public Hearing
 Project Number RC-000-3171
 IDOT STBG-SWAP-1185()—SG-07

The City of Cedar Falls is planning to reconstruct Cedar Heights Drive from East Viking Road to East Greenhill Road. The existing two-lane rural roadway will be replaced with a two-lane urban roadway that has a raised median from East Viking Road to Prairie Street, two-lane urban roadway that has a designated southbound left turn lane from Prairie Street to Huntington Road, and a two-lane urban roadway that has a center left turn lane from Huntington Road to East Greenhill Road. The project will include improvements to the sanitary sewer, water main, storm sewer, and other miscellaneous roadway items. This project also includes the replacement of the existing traffic signal at the Cedar Heights Drive/East Greenhill Road intersection with a multilane roundabout and will include the construction of a single lane roundabout at the Cedar Heights Drive/Huntington Road intersection. Properties acquired for the project will be used for roadway and utility right-of-way. Plans for the project shows the need for fee title and/or easement acquisitions from approximately twenty (20) properties.

Iowa law requires that the City Council hold a public hearing to authorize proceeding with the project, including the purchase of right of way. The public hearing offers an opportunity for the public, especially those from whom the fee title and easement acquisition will be purchased, to comment on the project.

xc: Chase Schrage, Director of Public Works
 David Wicke, City Engineer
 Terra Ray, Engineer Technician II

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

ORDINANCE NO. 2958

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

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

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

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

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

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

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

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

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

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

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

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

INTRODUCED: _____ October 21, 2019

1ST CONSIDERATION: _____ October 21, 2019

2ND CONSIDERATION: _____ November 4, 2019

3RD CONSIDERATION: _____

ADOPTED: _____

ATTEST: _____ James P. Brown, Mayor

Jacqueline Danielsen, MMC, City Clerk

COMMITTEE OF THE WHOLE

City Hall – Council Chambers

November 18, 2019

The Committee of the Whole met in the Council Chambers at 5:40 p.m. on November 18, 2019, with the following Committee persons in attendance: Mayor Jim Brown, Tom Blanford, Frank Darrah, Susan deBuhr, Rob Green, Daryl Kruse, Mark Miller, and David Wieland. Staff members attended from all City Departments. Andrew Wind from the *Waterloo Courier* and Jack Patton from RDG Planning & Design attended, as well as members of the community.

Mayor Brown called the meeting to order and introduced the first item on the agenda, FY2019 Audit Report. Lisa Roeding Controller/City Treasurer reviewed the FY2019 Comprehensive Annual Financial Report. She stated the City is required to publish a complete set of financial statements presented in accordance with generally accepted accounting principles. Ms. Roeding stated the auditors reviewed and tested various things and gave an unmodified or clean opinion. She explained the Management's Discussion and Analysis section provides a narrative from the management prospective and analytical overview of the City's financial statements. Ms. Roeding reviewed the Schedule of Expenditures of Federal Awards, stating the City had 11 federally funded grants totaling just over \$3 million in expenditures. She explained this report will be filed with the State Auditor's office as required by Iowa Code and it will be posted on the City's website. A brief discussion was held. Ms. Roeding said she would correct the sorting on the schedule on page 7 of the introductory section of the report. David Wieland motioned to approve the FY2019 Audit Report and Daryl Kruse seconded the motion. The motion carried unanimously. Jennifer Rodenbeck Director of Finance and Business Operations made a brief comment regarding the Audit Report and thanked all of the employees for their part in the process.

Mayor Brown moved on to the second item on the agenda Recreation Center Usage Study. Bruce Verink, Recreation and Community Programs Manager introduced the consultant hired to complete the Recreation Center Usage study, Jack Patton from RDG Planning and Design. Mr. Patton reviewed the findings of the study completed. He stated they started the process in May with an online survey and there was community engagement with various small group meetings and a town hall meeting. Mr. Patton reviewed the future needs for various spaces in the Recreation Center, he reviewed the top ten areas of the recreation center and noted which ones are undersized or the establishment of a new space would be beneficial. He reviewed the top five spaces from the community survey. He stated there was a lack of dedicated space in the Recreation Center of some of these areas. Also those younger than 16 year olds have limited opportunities at the Recreation Center. He commented membership remains stable. Mr. Patton recommended the city look at the necessary changes to the current limited facility spaces, expand the family market, expand the top five activities and look at aquatics.

Mayor Brown opened it up for discussion. Mr. Patton answered Councilman Green's question on the 12,000 sq. foot lobby. He stated the current lobby is a 12 foot wide hallway of sorts and this could be expanded to allow for seating for patrons and a

waiting area. Mr. Patton also explained the childcare area should be expanded and have added natural light. He stated this is an important asset. He stated the school has a pool available but only during certain times of day for the community and a leisure pool opportunity was a frequent request they saw during the study.

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

There being no further discussion, Mayor Brown adjourned the meeting at 6:25 p.m.

Minutes by Lisa Roeding, Controller/City Treasurer

CITY COUNCIL WORK SESSION
Cedar Falls Duke Young Conference Room
November 18, 2019

The City Council held a special work session in the Duke Young Conference room at 5:10 p.m. on November 18, 2019, with the following persons in attendance: Mayor Jim Brown, Tom Blanford, Susan deBuhr, Rob Green, Daryl Kruse, Mark Miller, and David Wieland. Staff members attended from all City Departments, as well as members of the community.

Mayor Brown then introduced the first item on the agenda, Long-term Climate Action Plan. Ron Gaines, City Administrator stated a working Climate Action committee was formed since the June presentation by Eric Giddens from UNI- CEEE. He stated the committee has met six times, and reviewed what other Iowa cities are doing and stated they have a lot of initiatives going on around the City of Cedar Falls. Mr. Gaines stated the committee and CEEE both recommend to continue on with the process and hire a consultant. Mr. Gaines stated the CIP will include requests for the consultant. He stated this is a larger project than CEEE would like to coordinate. He stated CFU and the City are cost sharing a Level 2 charging station on 2nd Street and exploring a Level 3 station at a Main Street location. Other recommendations include adding a Planner position to help coordinate the Climate Action Plan and in addition to their planning projects, also the City will work with CFU to complete an energy audit of all of its buildings.

Mayor Brown opened it for discussion. Councilmember Kruse asked about the cost for a consultant. Jennifer Rodenbeck Director of Finance & Business Operations stated based on information they received from Iowa City and Dubuque a consultant will range from \$70,000-80,000 and we would expect to have a study completed in 9 months. Council discussed community input. Mr. Gaines stated the current committee is a working committee and not a public meeting. He also said this can be a topic for Goal Setting in December. David Wieland motioned to move the presented Climate Action Plan recommendations to Goal Setting in December. Daryl Kruse seconded the motion. The motion carried unanimously.

There being no further discussion, Daryl Kruse motioned to adjourn the work session, Frank Darrah seconded the motion, and the motion carried unanimously. Mayor Brown adjourned the meeting at 5:30 p.m.

Minutes by Lisa Roeding, Controller/City Treasurer

CITY OF CEDAR FALLS

DEPARTMENTAL MONTHLY REPORTS



October 2019

OCTOBER 2019 MONTHLY REPORTS
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**FINANCE & BUSINESS OPERATIONS
FINANCIAL SERVICES
OCTOBER 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 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 | 2 | \$8,000,000.00 |
| CD's Purchased | 2 | \$12,000,000.00 |
| PFMM Deposit | 1 | \$5,000,000.00 |
| PFMM Withdrawal | 3 | \$450,000.00 |
| CD/Investment Interest | | \$243,017.74 |

FY19 Audit

Work on the Comprehensive Annual Financial Report was completed in October and will be submitted to the Government Finance Officers Association (GFOA) under the Excellence in Financial Reporting. The audit report will be presented to the City Council in November.

The state required Annual Financial Report will be filed in November to the State Auditors' Office.

FY20 Capital Improvements Plan

All departments were asked to submit their FY2020-2025 Capital Improvement Plan (CIP) requests. The preliminary CIP schedule was started in October and will be presented to the Planning and Zoning Commission and City Council in December/January.

FY21 Budget

Budget requests were distributed to departments. The requests will be compiled in November and revenue projections will be completed in December once property tax valuations from the County are received.

Tax Increment Financing (TIF)

Information on TIF expenditures started to be compiled in October. This information will be used for certifying TIF debt to Black Hawk County by the required date of December 1st. In addition, information for the required state TIF forms was gathered. The forms will be completed in November and will be presented to City Council before filing the report with the Department of Management.

Federal Grant Programs

We continued to monitor all federal grant accounts to ensure compliance with federal regulations. The quarterly Federal Cash Transaction Report for the block grant fund was timely filed as required by HUD. 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 October, 69 payroll checks and 753 direct deposits were processed.
5. Capital asset additions were monitored during the month.
6. Accounts receivable were processed and 296 invoices were mailed out to customers.
7. 1,785 transactions for accounts payable were processed and approved by the City Council for payment and 630 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.

Benefits & Compensation Activities

1. Cafeteria plan discrimination testing for 2019 was completed by Financial Services staff and 2020 re-enrollment materials were discussed, significantly revised, finalized, and prepared for early November distribution.
2. The first FY20 wellness challenge, Know Your Numbers, continued with employees completing the online health assessment in Wellmark's Wellness Center portal to receive a \$20 Hy-Vee gift card in early November. The recording for this challenge closed October 31. The Wellness Committee met October 2nd and October 30th to discuss September blood draws, the "Know Your Numbers" Challenge, and the upcoming "Make Your Move" Challenge. Promotional materials were prepared and distributed. In addition, certain members of the Wellness Committee wrote a memo to and met with department directors to review the prior fiscal year's challenges and results and preview the upcoming year's challenges. Director's provided positive feedback to the committee.
3. A health insurance mailing including required annual notices was prepared and distributed to plan participants.
4. Staff began the preliminary stages of putting together an employee handbook. The goal of the employee handbook is to provide simplified and easy to use information regarding the City's benefit plans for the benefit and better communicate with employees. Staff is working with benefits consultant Holmes Murphy in the preparation of this handbook.
5. United Way donation forms were provided to all departments for employees interested in voluntary donations to the organization. Donations received were forwarded to the Cedar Valley United Way.
6. Staff continued reviewing drafts of Wellmark's Health and Dental Summary Plan Descriptions ("SPDs"). Potential revisions were discussed with Holmes Murphy, approved by City staff, and forwarded to Wellmark for review. Upon review by Wellmark, physical copies will be requested and distributed to plan participants in the coming months.
7. Staff discussed and approved changes to retiree health insurance coverage upon retirees reaching the age of 65. Letters were drafted for notification of affected retirees.
8. Updating the City's privacy policy notice and HIPPA policies was discussed and Davis Brown Law Firm was contacted to potentially provide these services.

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, Building Official, Community Services Coordinator, Fire Captain, Maintenance Worker, Planner I and II, Principal Engineer, Public Safety Officer; PT positions: Crossing Guards, Community Service Officer, Firefighter, Housing Program Specialist, Office Assistant/Evidence Technician, Library Intern, Parking Attendant, seasonal positions for the Community Development and Public Works departments.
2. Follow-up and preparations took place for the September 25 and October 16 & 23, and November 13th Commission meetings.
3. Staff prepared for and attended the October 3rd University of Iowa Career Fair with City Engineer David Wicke and Civil Engineer II Matt Tolan. Follow up communications will be completed for Engineering Intern recruitment.
4. Employment applications and application processes were obtained from other organizations for upcoming updates to the City's application and process.
5. Post-offer, pre-employment back assessments were discussed and will be reviewed with Arrowhead Medical Center staff in November.

Miscellaneous Personnel Activities

1. Staff continued to assist with group benefit questions and 2020 cafeteria plan open enrollment.

Finance and Business Operations Information Systems Division Monthly Report October 2019

Software Purchase/Installation/Upgrade Activities

- Software installations included:
 - Nitro PDF software was installed on the new Planner's PC.
 - OptiUpload 2.0 was installed on the PD training PC.
 - Installed VLC Media Player on Mayor Conference Room PC
 - Installed AutoCAD on Engineer's PC
 - Installed Avigilon and Bus Watch on evidence PC
 - Installed Timestamp camera app on Code Enforcement phone
 - Updated LAMA Mia on Code Enforcement phone
 - Installed VPN on all inspectors laptops.

Equipment Purchase/Installation/Upgrade Activities

- Equipment purchases included:
 - 18 MOXA media converters and SFP connectors for Downtown Cameras.
 - DP to VGA adapters (10) and plug adapters for inventory: Amazon (\$117.09)
 - UPS Power Supplies for 12th St. Radio Repeater: Amazon (\$2,250.10)
 - Car charging adapters (7) for Inspectors: Amazon (\$30.58)
 - Camera supplies for downtown (fish tape and metal cuttings): Blaines (\$78.36)
 - Thumb drives for inventory and micro SD cards for Place to Play cameras (3): Amazon (\$410.52)
 - TV stand for Community Center: Amazon (\$124.38)
 - 1000' (2) Ethernet cable for inventory: Amazon (\$260.70)
- Equipment Repairs included:
 - The trunk line network cable, running to the Rec Center loft switch, was routed inside of a cabinet. This was done in order to prevent citizens from kicking the cable loose and dropping connections to the equipment.

Project and Assistance Activities

- Additional Cameras for College Hill and Downtown Areas
 - CFU has completed all electrical work for downtown cameras, they need to complete fiber cable work
 - All cameras have been placed and we are waiting for fiber and a back order switch to be installed before we can have the cameras live.

- Graphic design projects for the month included:
 - **Hearst Center:** exhibit promo materials, misc. posters/fliers, postcards, vinyl, winter brochure
 - **Tourism:** print and digital ads, annual report assistance, group itineraries
 - **Rec Center:** class fliers, fitness schedule updates
 - **Other:** website and social media maintenance/graphics, business cards, miscellaneous printing and trimming, TV slides, housing flier, temporary signs, kiosk posters, out of service tags, power point templates, contractor newsletter

- Assistance Activities:
 - Cable was run and cameras installed at the new Place 2 Play Park.
 - A network switch was configured with VLAN's for the Place 2 Play Park.
 - A finance user was setup for QDLS access in the iSeries.
 - We continue to provide support for the digital video systems in the patrol cars, body cameras, city facilities, College Hill, Parkade, and covert operations as requested.
 - We continue to provide support for the City's web site. News items were posted to the home page. Job openings, cable TV schedules, digital brochures, calendar items, bid opportunities, meeting agendas and minutes were posted as requested. Incoming requests to the request tracker system was monitored and forwarded to the appropriate department as necessary.
 - We continue to provide support for the document imaging system, adding categories as requested, maintaining user accounts, maintaining appropriate security and providing backup and redundancy.
 - We continue to provide support for the City's telephone system, adding and modifying services as requested
 - Laptops and projectors were provided and setup for those needing them for meetings and travel
 - We continue to provide support for the City's FTP server, adding folders and managing security as necessary
 - Users were added and removed from the network as required for hires and terminations.

Problem Resolution Activities

- Payroll Clerk PC wouldn't load – swapped out hard drive in different PC and added more RAM
- Public Works called about losing power at water tower – need to replace UPS (helped Pat)
 - Emailed one of our vendor's for replacement
- Stormwater Associate was having issues with losing power to monitor and phone charger – replaced power strip
- Police Officer couldn't access reports in OptiView – Julie created a new username
- Stormwater Associate couldn't reduce size of pictures on computer from

- phone – showed her how to reduce size in Paint
- Payroll Clerk couldn't get access to her H drive in Mayor's Conference Room – ran login script to map drive
- Shieldware arrest images were copied from BlackHawk county's share to our network share, due to missing images in arrest histories.
- We continue to work on issues pertaining to Cable TV's network router being hooked up at the North Cedar Fire Station.
- Recreation Associate couldn't access company website – closed out of a software running in background that was preventing her from accessing website
 - Ran different scans and cleaned her PC
- GIS Analyst couldn't log in former user's tablet – reset to factory settings
- Recreation Associate PC was running sluggish – ran scans and added more memory
- Planner couldn't log into vm – changed vm PIN
 - Created ticket with phone company regarding old user's email tied to his phone
- PSO couldn't get cameras to go on TV screens – mini PC was unplugged
- Abby couldn't get into her H drive and was missing printers – added wait file to her login script and installed copier drivers on her PC
- Recreation Associate was having issues with Word not entering keystrokes – ran Office repair
- Recreation Supervisor couldn't open web pages – released and renewed IP
- Amy and Joanne's MiCollab chat wasn't working – uninstalled and reinstalled MiCollab
- Brenda keyboard stopped working – replaced with new keyboard
- Communication Specialist couldn't log into laptop at Public Safety building – reseated the network cable and login with her credentials.

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 3 CF Volleyball matches
 - Cedar Rapids Xavier
 - Cedar Rapids Washington (Senior Night)
 - Marshalltown (Regional Final)
 - Produced 2 Cedar Falls Football home games (full productions)
 - Waterloo West

- Cedar Rapids Prairie
 - Produced 1 Cedar Falls Football road games (single camera productions)
(Channel 15 uses audio from the radio broadcast team to create production of the game for air on Channel 15)
 - Cedar Rapids Jefferson
 - Produced 2 CF Sophomore Football games
 - at Cedar Rapids Jefferson
 - Cedar Rapids Prairie in the Dome
 - Produced 1 Cedar Falls Girls Swimming meet
 - Iowa City West (Senior Night)
 - Produced 2 UNI Football home games for the Panther Sports Network
 - Youngstown State
 - South Dakota
 - Produced 1 Holiday Hoopla Preview show
 - Shot sports highlights of the following events for Sports Talk
 - Cedar Falls Golf
 - CF Volleyball 2nd Round playoffs vs. CR Washington
 - Produced short video on the Public Safety Model
 - Produced show from UNI Men's Basketball media day
 - Shot headshots of UNI Men's Basketball team for Panther Sports Network productions.
 - Produced two Holiday Hoopla promos
 - Finished Fairview Cemetery documentary for the Cedar Falls Historical Preservation Commission.
 - Recorded & aired two Mayoral Candidate Forums
- **City News** - Continued weekly news format program "Cedar Falls City News" including the following stories:
 - Seerley Park memorials; Nancy Price
 - Pink Patch Project with Cedar Falls Public Safety
 - Private Property Ash Tree removal
 - Veterans Park Gold Star Monument Memorial
 - Pink Ribbon run recap
 - Downtown Shuttle Bus service update
 - Rec Center Indoor Park
 - Flood Levee
 - College Hill Security Cameras
 - Halloween on Main

Geographical Information Systems (GIS)

- Projects:
 - Met with Engineering staff to discuss a presentation for city street names on council committee
 - Finished collection of hazardous private trees for mailing notification
 - Met with Public Works staff to view a demo on a new AVL system for snow and refuse trucks
 - Presented an update on next years' census to council committee
 - Worked with CFU staff to research railroad easements for W 1st St
 - Worked with AVL vendor CompassCom to acquire demo LMU's for 2 PW trucks
 - Sent out data to 4 vendors requesting quotes for the 2020 aerial photography project
 - Met with county and other municipal staff to discuss activities related to the Census Complete Count Committee

- Web & Database:
 - Setup a new web application for parking occupancy counts
 - Added new fields to the address point layer for linking each to the appropriate road segment for future dispatch
 - Created new layer for block ranges for future dispatch needs
 - Updated SQL and LAMA with new parcel data from BHC
 - 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 Center St project
 - Provided data for downtown streetscape mailing

- Maps:
 - Updated all pdf maps on the web
 - Provided a TIF map to the BHC Auditor's office
 - Provided a map of recycling sites to Public Works
 - Provided a map of downtown cameras to Public Safety
 - Provided a map of all Fire response areas to Public Safety
 - Provided a map of potential EV charging locations for Engineering
 - Provided a map for Public Works of Snow Priority routes
 - Provided a map of rental paving properties to check for Code Enforcement
 - Provided a map of downtown streetscape timelines for construction
 - Provided a map of potential annexation areas to Legal
 - Provided a map of Olive St box culvert for an RFP to Engineering
 - Provided maps for new addresses issued:
 - Ashley Furniture Store – 6127 University Ave
 - L&N Transportation – 6415 Production Dr
 - Residence Inn – 7200 Nordic Dr

- Townplace Hotel change – 400 Commerce Dr
 - Wild Horse Ridge 4th
 - Arbors 4th SWPPP
- Field Work
 - Collected 84 survey grade GPS shots of sewer infrastructure in new developments

Training and Staff Activities

- Met with city staff and CFU about 2020 Business & Industry Awards plans
- Attended training on new FirePower URL Filter for our firewall.
- Attended training meetings with CFU and LAMA Davenport group to allow CFU to utilize the LAMA Mia app and CF1stop to communicate inspections and staff reviews for energy services.
- Attended the parking enforcement system kickoff meeting.
- Attended training on new door badge printing system

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

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

1. **Traffic Court:**

City Cases Filed: 167 (this number includes both City and State tickets)

Cases Set: 6 (Traffic) 1 (Code Enforcement)

Trials Held: 2 (Traffic) 0 (Code Enforcement)

2. **Code Enforcement:** Prepare for and attend trial – defendant was no show; attention to arraignment – defendant pled guilty; attention to arraignment for ### N. Ellen; and email Officer re: dog-at-large ticket.

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

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—Hearst Center Studio lease
- b) Review and Revise—Shredders, Inc. contract
- c) Review and Advise—Sturgis Falls contract

- d) Review and Advise—Big Woods Lake House Lease
- e) Review and Advise—Library Strategies contract
- f) Review and Advise—Snyder Engineering contract amendment
- g) Review and Advise—Development Agreement-Prestige WW, LLC

7. **MAYOR/CITY COUNCIL:**

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

9. **MISCELLANEOUS:**

- a) Attend Weekly Department Meetings
- b) Professional Reading-municipal and employment law resources
- c) Advise on new Iowa appellate court cases of interest to the City
- d) Advise on Open Records requests
- e) Attention to Rural Water issue
- f) Advise on Code Enforcement issues
- g) Attention to Title VI compliance
- h) Review and advise—proposed small cell ordinance
- i) Personnel Policy update drafting
- j) Work on Modified Duty policy
- k) Drafting of potential Loitering Ordinance
- l) Multiple Department HR training
- m) Attention to drug/alcohol testing policies
- n) Interviews-Lobbying firm applicants
- o) Attention to Stormwater Easement; Maintenance and Repair Agreement, the Pointe at Henry Farms
- p) Attention to HIPPA policies update
- q) Iowa Public Information Board complaint response
- r) Revise Standard Easement Agreements

REPORT FROM COLLEEN SOLE, PERSONNEL SPECIALIST:

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

- a) Risk Management Committee met October 16, 2019. Workers' Compensation injuries, liability claims, damage to City property, policies, and disciplines were reviewed.
- b) Review contracts for required insurance; working with legal counsel and conferring with Arthur J. Gallagher and contractor's agents.
- c) Special Events – review and approve insurance. Review and work with City Attorney and departments on Special Events process and requirements.
- d) Review and process outside legal counsel fees.
- e) Review and process claim fees and associated billing.

- f) Claims processing: worker's compensation, 411, liability, and property; work with contracted TPA Service, and work with outside legal counsel on litigation.
- g) Title VI compliance review.

11. **Personnel**

- a) Work with departments and legal counsel on disciplinary matters.
- b) Work with departments and legal counsel on various personnel issues.
- c) Review and process medical billing for pre and post-employment matters.
- d) Process FMLA leave and monitor non-FMLA leaves of absence.
- e) Review and process unemployment claims; participate in unemployment fact-finding hearing.

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

- a) Attended Executive, Education Committee, and Commission Meetings on August 19, 2019. Provided staff support to Committees and Commission.
- b) Provided staff support to Committees and Commission.
- c) Review Ordinance and advise Commission of Annual Report process.
- d) Work with citizen submissions to ICRC.
- e) Process complaints and provide support to citizen's jurisdictional questions.
- f) Diversity, Inclusion and Implicit Bias: attend Economic Inclusion Conference Meetings to include follow-up meeting, Committee organizer and participant of Cedar Valley Economic Inclusion Conference held October 11, attend Cedar Valley Alliance Committee Meeting, attend ECI Meeting identifying employment barriers, and continued work on Mayor's project identifying, promoting, and encouraging a diverse workforce.

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

Public Records Activity

Prepared agendas, minutes and electronic packets for two Regular City Council and two Committee of the Whole meetings, one Board of Adjustment, 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 (38) resolutions during the month; staff drafted thirty-three (33) of these resolutions.

Processed and issued the following:

- 2 Business Licenses
- 63 Pet licenses
- 6 Annual "Paw Park" permits
- 6 Public Event permits
- 2 Cemetery Interment Rights Certificates

Issued the following Parking Permits:

- 35 Monthly Lot
- 0 Monthly Construction
- 31 Daily/Guest
- 0 Annual Dumpster

Processed (7) liquor licenses, (4) wine and (6) beer permits.

Recorded (9) documents with the County Recorder and (2) documents with the County Treasurer.

Satisfied (14) requests for public records and responded to (6) requests/concerns received thru the City's on-line Service Request feature.

Reviewed and submitted FY21 budget requests for the Public Records and Parking Enforcement division.

The City Clerk attended the Iowa Municipal Finance Officers Association Fall Conference in Des Moines.

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

Document Imaging completed

- 14 – Employee performance evaluations.
 - 43 – Department Director files.
 - 29 – Engineering/Stormwater project files.
 - 28 – Miscellaneous boards, commissions & committees meeting materials.
 - 6 – City Council meeting files.
 - 26 – City Ordinances (#2928-2953).
 - 4 – Miscellaneous City publications.
- Miscellaneous employee documents/personnel files.

Parking Activity**Enforcement**

- 1,732 – Parking citations issued.
- \$11,944.85 – Citations paid.

Collection Efforts

- \$ 1,275.00 – Collections from delinquent parking accounts.
- \$ 550.00 – Vehicle immobilizations (11 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
OCTOBER 2019**

Library Activity

| Usage Statistics | August 2019 | September 2019 | September 2018 |
|-----------------------------------|--------------------|-----------------------|-----------------------|
| Customer Count | 20,446 | 16,524 | 17,570 |
| Circulation | 44,270 | 37,621 | 40,123 |
| Ebooks and streamed videos | 4,748 | 4,375 | 3,922 |
| Downloaded music | 1,490 | 1,584 | 2,419 |
| Reference Service | 1,557 | 1,505 | 2,164 |
| Items Added | 1,293 | 1,244 | 885 |
| Event Attendance | 176 | 921 | 1,583 |
| Computer & Wi-fi Usage | 4,068 | 3,063 | 3,088 |

Special events in October included the following:

- LitCon 2019
- Preparing Your Bees for Winter with Master Beekeeper Ed St. John, District 3 Director of the Iowa Honey Producers Association
- Get Growing Harvest Party: Throughout the summer, kids in the Get Growing program learned all about gardening, fruits, vegetables, and healthy eating. They did this through reading, hands on learning in Unity Point's garden, and cooking. This month, they wrapped up the program with a harvest party.
- Pumpkin painting
- Cultural Literacy: a screening and discussion of the documentary *Better Angels: Reuniting America*
- Pantheons and Heroes Acres: Gathering the Nation's Greatest Dead with Tom Connors
- Writers of the Cedar Valley
- Tween Time: boat-building and repurposing books
- Spooky Storytime
- Main Street Trick or Treating
- 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 Nights: Nerf Wars and Nailed It!
- Teen Minecraft

- Tabletop gaming
- Sewing and quilting in the Co-Lab
- Senior Device Advice
- Holiday cardmaking classes with Holly Sutton in the Co-Lab
- Teen book club
- Book clubs for 3rd-4th graders and 5th-6th graders

The Friends book discussions included *Code Girls* by Liza Mundy and *Wide Sargasso Sea* by Jean Rhys.

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

Community Center: In addition to regular weekly events for seniors, such as ceramics, cards, billiards, functional fitness sessions, Senior Device Advice, a weaving class, button club, and music, the Center also hosted a lunch & learn antique photo display and rentals for bridge, stamp club, Entertainment at the Center, a retirement party, Beyond Pink, a train club, and the League of Women Voters political candidate forum.

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

Oct-19

Total for Month \$6,983,522.00
 Total for Fiscal Year \$30,058,032.00
 Total Same Month - LAST YEAR \$5,381,845.00
 Total for Fiscal Year - LAST YEAR \$37,775,303.00

| Construction Type | Monthly Summary | | | | Yearly Summary | | | |
|--|-----------------|----------------|-----------------------|--------------------|----------------|----------------|------------------------|---------------------|
| | Issued | Dwelling Units | Valuations | Fees | Issued | Dwelling Units | Valuations | Fees |
| Single Family New Construction | 3 | 0 | \$1,051,966.00 | \$7,785.45 | 30 | 0 | \$8,578,399.00 | \$66,624.85 |
| Multi-Family New Construction | | | | | 13 | 0 | \$3,690,000.00 | \$9,728.25 |
| Res Additions and Alterations | 84 | 0 | \$744,335.00 | \$13,988.25 | 347 | 0 | \$3,610,051.00 | \$63,201.50 |
| Res Garages | 7 | 0 | \$91,145.00 | \$1,811.75 | 29 | 0 | \$540,963.00 | \$9,293.00 |
| Commercial//Industrial New Construction | 3 | 0 | \$3,981,525.00 | \$20,748.33 | 8 | 0 | \$10,044,377.00 | \$53,578.78 |
| Commercial//Industrial Additions and Alterations | 17 | 0 | \$1,105,051.00 | \$10,469.41 | 44 | 0 | \$3,465,822.00 | \$32,289.36 |
| Commercial//Industrial Garages | | | | | | | | |
| Churches | 1 | 0 | \$9,500.00 | \$186.50 | 2 | 0 | \$13,500.00 | \$286.50 |
| Institutional, Schools, Public, and Utility | | | | | 3 | 0 | \$114,920.00 | \$243.00 |
| Agricultural/Vacant | | | | | | | | |
| Plan Review | 15 | 0 | \$0.00 | \$20,059.00 | 41 | 0 | \$0.00 | \$55,430.10 |
| Total | 130 | 0 | \$6,983,522.00 | \$75,048.69 | 517 | 0 | \$30,058,032.00 | \$290,674.34 |

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

Oct-19

| Construction Type | Monthly Summary | | | | Yearly Summary | | | |
|-------------------|-----------------|----------------|------------|--------------------|----------------|----------------|------------|--------------------|
| | Issued | Dwelling Units | Valuations | Fees | Issued | Dwelling Units | Valuations | Fees |
| Electrical | 60 | 0 | \$0.00 | \$5,197.60 | 257 | 0 | \$0.00 | \$24,060.70 |
| Mechanical | 84 | 0 | \$0.00 | \$7,565.00 | 368 | 0 | \$0.00 | \$32,285.00 |
| Plumbing | 68 | 0 | \$0.00 | \$5,994.00 | 298 | 0 | \$0.00 | \$30,800.00 |
| Refrigeration | | | | | 4 | 0 | \$0.00 | \$940.00 |
| Total | 212 | | | \$18,756.60 | 927 | | | \$88,085.70 |

| Constructor Registrations | Monthly Summary | | | | Yearly Summary | | | |
|---------------------------|-----------------|----------------|-----------------------|--------------------|----------------|----------------|------------------------|---------------------|
| | Issued | Dwelling Units | Valuations | Fees | Issued | Dwelling Units | Valuations | Fees |
| Electrical | 1 | 0 | \$0.00 | \$150.00 | 2 | 0 | \$0.00 | \$150.00 |
| Mechanical | | | | | 2 | 0 | \$0.00 | \$300.00 |
| Plumbing | 1 | 0 | \$0.00 | \$150.00 | 1 | 0 | \$0.00 | \$150.00 |
| Refrigeration | | | | | | | | |
| Total | 2 | | | \$300.00 | 5 | | | \$600.00 |
| Building Totals | 130 | 0 | \$6,983,522.00 | \$75,048.69 | 517 | 0 | \$30,058,032.00 | \$290,674.34 |
| Grand Total | 344 | 0 | \$6,983,522.00 | \$94,105.29 | 1449 | 0 | \$30,058,032.00 | \$379,360.04 |

PLANNING & COMMUNITY SERVICES DIVISION
MONTHLY REPORT
 October 2019

MONTHLY MEETINGS:

Planning & Zoning Commission – A meeting was held on October 9 and 23rd. The following items were considered.

| Applicant | Project | Request | Action Taken |
|----------------------------|--|-----------------------|---------------------|
| Freese Frame, LLC | Central Business District Façade Review – 116 W 4 th Street | Recommend approval | Approved |
| Midwest Development Co. | Final Plat - Wild Horse Ridge 4 th Addition | Recommend approval | Approved |
| Panther Farms LLC | Final Plat – Prairie Winds 5 th Addition | Recommend approval | Approved |
| City of Cedar Falls | Review of <i>Imagine Downtown!</i> <i>Vision Plan</i> | Discussion | Continued |
| City of Cedar Falls | Review of <i>Imagine Downtown!</i> <i>Vision Plan</i> | Recommend approval | Approved |

Group Rental Committee – Held regular meetings on October 1st and October 15th.

| | | | |
|--------------------|-----------------------|--|---|
| Brittani Lyn Meyer | 3232 Homeway Drive | Existing Rental to upgrade for an occupancy of four (4) individuals aged 18 years or older per unit | Approved for an occupancy of three (3) individuals aged 18 years or older subject to staff stipulations |
| Jay Rollinger | 5216 Arbors Dr | New rental for an occupancy of five (5) individuals aged 18 years or older per unit | Approved for an occupancy of four (4) individuals aged 18 years or older subject to staff stipulations |

Board of Rental Housing Appeals – Held regular meeting on October 14th and October

| | | | |
|----------------|-------------------------------|---|--|
| Wes Geisler | 1400 Starview Drive | Existing rental to maintain an occupancy of four (4) individuals aged 18 years or older at transfer | Approved to maintain an occupancy of four (4) individuals aged 18 years or older at |
| Haley Anderson | 1403 W 2 nd Street | Existing rental to maintain an occupancy of four (4) individuals aged 18 years or older at transfer | Approved to maintain an occupancy of three (4) individuals aged 18 years or older at |

Board of Adjustment – Held regular meeting on October 28th

| | | | |
|-----------------|---|--|----------|
| Avery Schottler | 1012 Division Street/ 1211 W. 11 th Street | To allow two detached dwellings on the same property | Approved |
|-----------------|---|--|----------|

Other Commissions, Board Meetings & Staff Liaison Responsibilities:

| | Date | Notes/Actions |
|---|----------|---|
| Historic Preservation Commission | 10/08/19 | Planning for upcoming educational event. |
| Housing Commission | 10/08/19 | Review of FFY18 CAPER. Summary of CDBG funding for Service Agencies |
| Community Main Street Design Committee | 10/18/19 | Design reviews. Façade program details discussed. |
| Parking Committee | 10/8/19 | Reported on progress. Continued work on public outreach strategies and signage design |
| Parking Committee | 10/22/19 | Reported on progress. |
| Bicycle and Pedestrian Advisory Committee | 10/1/19 | Discussed Bicycle Briefs and Pedestrian Points; snow removal on trails, Downtown Visioning Plan and the 2020 pavement management plan |

| | | |
|--|----------|---|
| <i>Metropolitan Transportation Technical Committee</i> | 10/10/19 | Public hearing on TIP project, DOT's safety improvement program, STBG project ranking guidelines |
| MET Transit Board | 10/31/19 | Route restructuring and staff reports. |
| North Cedar Neighborhood Association | 10/14/19 | Center Street Trail update; school playground update. |
| College Hill Partnership | 10/14/19 | Discussion of process for renewal of the SSMID. Discussed the successful outcome of the wheatpasting mural projects and uptick in social media interest due to the project. |

PLANNING SERVICES:

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

Number of Rental Inquiries: 57

Types of Questions:

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

OTHER PROJECTS FOR OCTOBER INCLUDED:

- Kick-Off of the Center Street improvement project.
- Attended the Iowa American Planning Association Conference
- Public outreach for *Imagine Downtown!* Vision Plan

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 the Creekside Technology Center Master Plan.
- 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 at West Viking Road Industrial Park.
- Attended Economic Luncheon event at Diamond Event Center.
- City Council approved tax abatement ordinances for ACOH, LLC and FN Investors, LLC.

CDBG

- Submitted FFY18 CAPER to HUD
- 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 | \$ 104,512.59 |
| New Applications Taken | 0 | Utility Payments | \$ 1,577 |
| Units under Contract | 219 | Admin Fees Earned | \$ 16,767 |
| 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 22 appointments were held and 183 citizen/ client contacts were addressed.

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

HQS Inspections: 6 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 9 applications reviewed for utility assistance. A total of \$2,032.55 was provided, for an average of \$225 per household. There was a balance of \$4,046.42, as of October 31, 2019.

RECREATION & COMMUNITY PROGRAMS DIVISION
Monthly Report
October 2019

- Youth Programs
 - Programs ending this past month included Tumbling for those 3 thru Kindergarten,
 - Programs still being held include basketball for Kindergarten, 1st and 2nd grade girls, 3rd and 4th grade boys, Indoor Park.
- Adult Programs
 - Programs still being held include Volleyball Leagues, Basketball Leagues, drop-in Pickle Ball games, Ball room Dance, Tai Chi, 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 Monthly,
- Rec Center
 - Fitness classes have gone well with no issues with 3,791 patrons participating. That is up over 630 participants compared to a year ago.
 - Hiring new staff to work the front desk replacing those who will be leaving
 - Pickle Ball continues to be very popular, we have playing time of 4 hours on Monday, Wednesday & Friday plus 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 continued to work/assist RDG, the firm hired to evaluate our current facilities and programs, to look at what the private sector is doing and to recommend what areas need to be expanded or improved at the Recreation and Fitness Center in the years to come. This is an effort to keep our facility current and inviting to the public for years to come.
 - The vending machines at the Recreation and Fitness Center brought in \$335.14 in revenue.
- Staff has been busy working on the programs and services to be offered during the Spring of the year
- Work completed working on the FY21 budget request that has been sent to City Hall.
- Work was completed on Capital Improvement Projects and those are now submitted to City Hall.
- Staff has started working on their recommendation for any possible fee increases. This information will be finalized in November and presented to the Park & Rec Commission in December for review before going to council for approval.
- Falls Aquatic Center - Staff has been working on:
 - Making sure the project to enclose the open pit replacing the chain link fence with block, making a floor at ground level, installing I-beams to assist lifting motors out of the lower level, and creating a nice area to increase storage, plus the addition of two new enclosures to help hide the second and third dumpsters kept on site.
 - Finishing winterizing projects like taking all equipment to PW to be serviced, tuned up, inspected, fixed, sharpened and etc.
 - Doing inventory on all smaller ticket items used over the summer and placing orders to make sure we have them in April

Respectfully submitted,


Bruce Verink

Recreation & Community Developments Division Manager

Recreation and Community Center Usage For October 2019

| | | | |
|--------------------------------|--------|---------------------------|---------------|
| Members using the Facility | 12,215 | Tumbling | 80 |
| Non-Members using the Facility | 556 | Pickleball | 289 |
| Child Care | 115 | Racquetball Leagues | 63 |
| General Fitness Classes | 1,401 | Racquetball/Wallyball Hrs | 127 |
| Circuit Weight Training | 97 | Boxing Bootcamp | 102 |
| Tai Chi | 179 | Meetings/Tours/Rentals | 940 |
| Sports Yoga | 1,062 | Birthday Parties | 40 |
| Cardio Cycling | 790 | Kindergarten Basketball | 64 |
| Personal Training Sessions | 293 | Indoor Park | 222 |
| Zumba | 81 | Massages | 41 |
| Rock On | 79 | Steam Room Usage | 569 |
| | | TOTAL | 19,403 |

Recreation and Community Center Revenues

| | | | |
|--------------------------------|-------------|--------------------------------|------------|
| Resident Memberships Sold | | Punch Cards | |
| 12 th Grade & Under | 5 | 12 th Grade & Under | 3 |
| Adult | 55 | Adult | 8 |
| Senior Citizen | 16 | Senior Citizen | 2 |
| Family Pass | 47 | Child Care | 5 |
| Corporate Family | 2 | Racquetball | 0 |
| Corporate Individual | 0 | | |
| Credit Card Usage | \$35,279.90 | Leisure Link Registration | \$3,326.50 |
| Daily Fees | | Racquetball | \$10.00 |
| Admission | \$4,212.00 | Vending Machines | \$335.14 |
| Child Care | \$35.00 | | |

Swimming Pool Passes (Winter)

| | |
|----------------|----|
| Family | 28 |
| Individual | 41 |
| Youth & Senior | 7 |

Youth Programs

| | | | |
|---|-------|-----------------------------------|-------|
| Youth Basketball | | Flag Football | |
| Kindergarten | 64 | 1 st & 2 nd | 1,099 |
| 1 st & 2 nd Grade Girls | 48 | 3 rd & 4 th | 1,620 |
| 3 rd & 4 th Grade Boys | 64 | 5 th & 6 th | 1,404 |
| Pool Parties | 12 | Volleyball | |
| Swim Club | 1,634 | 3 rd & 4 th | 96 |
| Scuba | 15 | 5 th & 6 th | 81 |

Adult Programs

| | |
|-------------------|-------|
| Softball – Fall | 288 |
| Volleyball League | 1,316 |
| Pickleball | 289 |

Recreational & Lap Swim

| | |
|--------|-----|
| Indoor | 520 |
|--------|-----|

Rentals

| | | | |
|--------------|----|-----------------------------|----|
| Pool Parties | 1 | Shelters | 13 |
| Beach House | 0 | Gateway Celebration Shelter | 1 |
| Ball Fields | 55 | Recreation Center | 7 |

CEDAR FALLS RECREATION DIVISION
October-19

| | | | |
|---|------------|---------------------------------|-----------|
| YOUTH SPORTS | | ADULT SPORTS | |
| Tumbling | | Women's Volleyball Teams | 13 |
| 9:30 a.m. | 13 | Mixed Volleyball Teams | 32 |
| 10:30 a.m. | 7 | Racquetball League | 21 |
| TOTAL | 20 | TOTAL ADULT SPORTS | 66 |
| Kindergarten Basketball | | ADULT ACTIVITIES | |
| 9:00 a.m. | 32 | Ballroom Dance | |
| 10:00 a.m. | 32 | Couple | 20 |
| TOTAL | 64 | Single | 1 |
| 1st & 2nd Grade Girls Basketball | 48 | TOTAL ADULT ACTIVITIES | 21 |
| 3rd & 4th Grade Boys Basketball | | | |
| 9:00 a.m. - Lincoln | 32 | | |
| 10:30 a.m. - Lincoln | 32 | | |
| TOTAL | 64 | | |
| TOTAL YOUTH SPORTS | 196 | | |
| YOUTH ACTIVITIES | | | |
| Indoor Park | 6 | | |
| TOTAL YOUTH ACTIVITIES | 6 | | |
| ADULT EXERCISE | | | |
| Circuit Weight Training | | | |
| TTh 4:30 pm | 14 | | |
| Tai Chi | | | |
| TTH 9:00 am | 21 | | |
| Rock On Monthly! | | | |
| MWF 5:15 am | 7 | | |
| TOTAL ADULT EXERCISE | 42 | | |

CEDAR FALLS TOURISM & VISITORS BUREAU
Monthly Report
October 2019



Meetings, Conferences and Business Travel Marketing

- Met with Familiarization Tour planning committee.
- Met with HelmsBriscoe Representative to tour Holiday Inn.
- Staff toured new Cedar Falls Convention Center.
- Set up ad in Midwest Meetings magazine for winter issue. Also submitted photos and information for a story in the what's new section about the Holiday Inn and Hilton.
- Gathered room blocks for FIRST Robotics Regional Competition.
- Requested proposals for a Civil Air Patrol meeting.
- Secured bids for shuttle service we will provide for UNI Overseas Recruiting Fair.

Groups Visiting

| Date | Group | Attendance |
|-------------|--|-------------------|
| Oct 15-20 | UNI Geography Department Conference <i>Welcome bags</i> | 35 anticipated |



Sports Related Marketing

Events that Occurred

| Date | Event | Attendance |
|-------------|---|----------------------|
| Oct 12 | CVSC Happy Haunts Fun Run <i>CFTVB promotion assistance</i> | unknown |
| Oct 5 | UNI Homecoming <i>CFTVB promotion assistance, monthly ad in alumni newsletter, secured guestroom block</i> | unknown |
| Oct 5 | Pink Ribbon Run <i>CFTVB promotion assistance, grant</i> | 1,000 (250 visitors) |
| Oct 12 | Twisted Cross <i>promotion assistance</i> | unknown |
| Oct 19 | Iron Elite Fall Nationals at Sullivan Center <i>CVSC grant, CFTVB promotion assistance</i> | |

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



Leisure Travel Marketing

- Worked with ZLR to set up digital advertisements.
- News at Noon interview to promote UNI Homecoming, Bluegrass Festival and Cedar Valley 365.
- Showcased to welcome families to Family Weekend.
- Added 186 new images to our photo inventory.
- Set up ads for AAA Living January/February, and Silos and Smokestacks 2020 travel guide.
- Assisted with ad sales and gathered updated content for 2020 Visitor Guide.
- Monitored, shared and created 15 posts on Facebook and Instagram.
- Assisted Visitor Center walk-ins and callers.
- Published Weekender Newsletter and blog posts about Holiday Open Houses, Festival of Trees, Cozy Winter Getaways and Girlfriend Getaways. Boosted 2 posts.
- Processed 339 leads from Travel Iowa advertising.
- Maintained Cedar Valley Trails website and Facebook page.
- Processed special trails event registrations x3.



Tourism Related Business and Organization Coordination and Collaboration

- Attended Cedar Valley Arts Initiative meeting.
- Hosted Grow Cedar Valley Affiliates Management Team meeting.

- Met with Cedar Falls Tourism & Visitors Bureau board.
- Prepared 60 welcome bags for Fleet Farm to help recruit and welcome employees.
- Provided 32 photos for Blaine's Farm & Fleet, Oakridge Realtors and AAA Living Magazine.
- Notified 74 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.
- Discussed Waterloo airport assistance with City Administrator and with board. TVB Board awarded a \$5,000 grant to help hire a consultant to increase number of flights/day.
- Attended Historic Route 20 Annual Meeting.
- Attended Koloni bike share demonstration.
- Attended demonstration of Gateway Park lighting.



Group Tour Marketing

- Worked with 1 new motor coach groups planning to visit Cedar Falls.
- Confirmed plans for a December visit from First State Bank.
- Preparing annual mailing.

Groups Visiting

| Date | Group | Attendance |
|-------|---|------------|
| Oct 2 | Fidelity Bank & Trust Visit <i>Planning assistance</i> | 52 ppl |



Organization and Promotion of Tourism Related Events

Planning

- Met with Bluegrass Festival representatives and attended preview performance at the Hilton.
- Met with Pedal Fest committee.
- Released 188 events on Cedar Valley 365 and promoted its use.

Events that Occurred

| Date | Event | Attendance |
|--------|---|------------|
| Oct 3 | Girls Night Out <i>promotion assistance</i> | unknown |
| Oct 5 | Pink Ribbon Run <i>Promotion assistance and grant</i> | |
| Oct 12 | Twisted Cross <i>promotion assistance</i> | unknown |
| Oct 12 | wcfs Wonderful Winds <i>promotion assistance, community betterment grant</i> | unknown |
| Oct 5 | UNI Homecoming <i>promotion assistance, monthly ad in alumni newsletter</i> | unknown |



Increase Community Support

- Attended Cedar Falls Rotary Social at Hilton.
- Attended monthly Ambassadors meeting and Ribbon Cuttings for Janesville Roose Event Center, Waterloo Career Center, Holiday Inn & Suites and Bien VenU Event Center.
- Attended Community Main Street board meeting.
- Attended Community Main Street Sip and Savor event.
- Attended wake for volunteer.
- Met with Iowa Department of Transportation Tourist Oriented Signage Committee by telephone.
- Attended Eastern Iowa Tourism Association board meeting by telephone.
- Attended Experience Waterloo board meeting.
- Attended Iowa Festivals & Events Conference in Coralville.

- Attended Community Bank Economic Development luncheon.
- Hosted potluck for Envoy volunteers.

Administrative Activities

- Community Development staff meeting x6.
- Tourism staff meeting x2.
- Work with City Administrator's intern x1.
- Hearst Center staff meeting.
- Hearst Center Visioning Committee meeting.
- Ordered promotional items and new items for the gift shop.
- Process bills and payroll x2

Focus for November

- Will host the Iowa High School Football Championships which should bring 88,000 visitors, who will spend approximately \$5 million in our community.
- Finalize new facilities guide and order folders and envelopes.

Respectfully Submitted,



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 | | | | | | | | | | | | | |
| Walk In (Door Counter) FY20 | 893 | 1,071 | 799 | 737 | 503 | 914 | 502 | 156 | 446 | 348 | 2,064 | 5,050 | 3,500 |
| Walk In (Door Counter) FY19 | 164 | 1,363 | 901 | 1,068 | 503 | 914 | 502 | 156 | 446 | 348 | 2,064 | 5,050 | 3,500 |
| Mail Website | 24 | 27 | 0 | 18 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 65 |
| US Mail | 150 | 146 | 123 | 99 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 |
| Phone | | | | | | | | | | | | | 518 |
| HOW HEARD ABOUT US - if offered | | | | | | | | | | | | | |
| Friends - Family | 2 | 8 | 6 | 5 | | | | | | | | | 21 |
| Letter/ e-mail/ sign/ ads/ web/ Photo/ | 14 | 15 | 4 | 2 | | | | | | | | | 35 |
| Signage | 8 | 42 | 12 | 10 | | | | | | | | | 72 |
| Advertising | 3 | 0 | 3 | 0 | | | | | | | | | 6 |
| Trade - Consumer Show | 1 | 0 | 0 | 0 | | | | | | | | | 1 |
| SERVICES PROVIDED | | | | | | | | | | | | | |
| Attended a Meeting/Rental | 58 | 112 | 58 | 61 | | | | | | | | | 289 |
| Bureau Business | 205 | 185 | 188 | 190 | | | | | | | | | 768 |
| Group Tour Info | 0 | 3 | 3 | 2 | | | | | | | | | 8 |
| Hotel/Restaurant | 3 | 0 | 0 | 2 | | | | | | | | | 5 |
| Relocation | 51 | 6 | 8 | 4 | | | | | | | | | 69 |
| School Project | 0 | 0 | 0 | 26 | | | | | | | | | 26 |
| Special Event | 0 | 5 | 0 | 7 | | | | | | | | | 13 |
| Trail Work | 93 | 95 | 72 | 45 | | | | | | | | | 305 |
| UNI | 3 | 7 | 21 | 25 | | | | | | | | | 56 |
| VC Amenities including Restroom | 594 | 619 | 553 | 461 | | | | | | | | | 2,227 |
| ADVERTISING LEADS | | | | | | | | | | | | | |
| Area Travel Guide - Website | 541 | 441 | 388 | 339 | | | | | | | | | 1,709 |
| AAA - Local | 0 | 0 | 0 | 0 | | | | | | | | | 0 |
| AAA - Non-Local | NA | NA | 0 | 0 | | | | | | | | | 0 |
| Area Travel Guide - (group leads) | 7 | 0 | 1 | 1 | | | | | | | | | 9 |
| PROCHURE DISTRIBUTION | | | | | | | | | | | | | |
| Area Visitor Guide Distribution | 921 | 1,131 | 1,145 | 1,195 | | | | | | | | | 4,392 |
| VC Naming Card (Individual) | 13 | 25 | 13 | 11 | | | | | | | | | 62 |
| VC Bulk Distribution (Local) | 309 | 379 | 472 | 642 | | | | | | | | | 1,802 |
| VC Bulk Distribution (Non-Local) | 0 | 120 | 0 | 0 | | | | | | | | | 120 |
| Relocation | 51 | 42 | 10 | 5 | | | | | | | | | 108 |
| Welcome Bags | 0 | 124 | 261 | 197 | | | | | | | | | 582 |
| Total Trail Guide Requests | 139 | 342 | 510 | 273 | | | | | | | | | 1,264 |
| WEBSITE TRAFFIC | | | | | | | | | | | | | |
| Direct FY20 (including CV365) | 11,154 | 9,287 | 8,901 | 9,423 | | | | | | | | | 38,765 |
| Direct FY19 | 3,159 | 7,514 | 7,177 | 10,612 | | | | | | | | | 28,457 |
| Sessions FY20 (including CV365) | 13,768 | 11,473 | 10,618 | 11,426 | | | | | | | | | 46,985 |
| Sessions FY19 | 11,654 | 9,315 | 8,628 | 10,169 | | | | | | | | | 39,766 |
| Page with Top Views | Things to Do | Things to Do | Things to Do | Things to Do | | | | | | | | | |
| Top Traffic Source | Google | Google | Google | Google | | | | | | | | | |
| Top Referral Site | Facebook | Facebook | Facebook | Facebook | | | | | | | | | |
| SUBSCRIPTIONS | | | | | | | | | | | | | |
| Weekender News (consumer newsletter) | 481 | 505 | 529 | 551 | | | | | | | | | |
| Weekender Blog | 216 | 235 | 249 | 263 | | | | | | | | | |
| Sustainability Highlights (print newsletter) | 456 | 479 | 483 | 507 | | | | | | | | | |
| SOCIAL MEDIA FOLLOWERS | | | | | | | | | | | | | |
| Facebook (likes) | 8,757 | 8,797 | 8,809 | 8,825 | | | | | | | | | 35,188 |
| Instagram | 1,324 | 1,355 | 1,376 | 1,401 | | | | | | | | | 5,456 |
| Twitter | 3,750 | 3,758 | 3,768 | 3,783 | | | | | | | | | 15,059 |
| Pinterest | 512 | 516 | 520 | 523 | | | | | | | | | 2,071 |
| VOLUNTEER INVOLVEMENT | | | | | | | | | | | | | |
| Board - Committee Hours | 140 | 70 | 160 | 158 | | | | | | | | | 528 |
| Student Intern Hours | 192 | 0 | 0 | 0 | | | | | | | | | 270 |
| Family Hours - Visitor Center | 89 | 108 | 88 | 82 | | | | | | | | | 367 |
| Family Hours - Special Events/ Rapp Station | 20 | 4 | 20 | 4 | | | | | | | | | 48 |
| MISC. | | | | | | | | | | | | | |
| Hours in Conference Room | 3 | 9 | 5 | 4 | | | | | | | | | 21 |
| Group in CF | 0 | 3 | 1 | 1 | | | | | | | | | 5 |

CEDAR FALLS
CULTURAL PROGRAMS
 Monthly Report | October 2019



PUBLIC EVENTS/PROGRAMS @ The Hearst

- October 4: UNI Student Tours, two classes
- October 8: Hearst Clubs: Photo Club
- October 10: Public reception for *Caylin Jayde: Extirpations in the Anthropocene* exhibit
- October 10: Red Herring Theatre presents: *Compleat Female Beauty*
- October 11: Lunchtime Concert with Rebecca Burkhardt (UNI Music)
- October 15: Hearst Clubs: Ukulele and Drink & Draw Clubs
- October 17: Concert: The Blues with Adrian Miller
- October 22: Public Lecture with Scott Cawelti: *Why Meditation Matters*
- October 24: Final Thursday Reader's Series open mic and guest author talk
- October 30: Public lecture with Jon Steinman, in conjunction with the CF Food Co-Op

HIGHLIGHTS from Heather Skeens, Cultural Programs Supervisor:

- Continued to work with lender on exhibition plans for *Advertising in Art* exhibition.
- Worked with Sheri Huber-Otting on grant request from V&T.
- Continued to work with the Cedar Valley Biennial Committee on planning for this year's exhibition and associated programming, including an artist's lecture at the Hearst Center.
- As committee chair, met with sub-committee of the Cedar Valley Arts Steering Committee to scout location options for the 3rd Annual Cedar Valley Arts Summit (scheduled for April 2020). Waterloo Career Center is potential location.
- Led discussion and tour for UNI Museum Studies class "Collection Care and Management" at the Hearst.
- Organized and hosted dedication event for new sculpture at 4th and Main, in conjunction with UNI Public Art Incubator/Dan Perry.
- Traveled to Des Moines with Emily Drennan to meet with lender and pick up work for *From Advertising to Art* exhibition, opening Nov. 22.
- Attended the annual Iowa Museum Association conference in Ft. Dodge, Iowa.
- Met with Friends board member to discuss new programming fund held by Friends.
- Met with Kim Manning to review CIP requests and FY21 budget requests.
- Attended ACB Community Sponsorship Fund meeting to determine the inaugural sponsorship, which was awarded to the WCF Symphony in the amount of \$500.
- Attended the ACB Education Committee quarterly meeting with Angie Hickok.
- Attended CFPL meeting re: applicants for a display case, as part of the art committee.
- Hosted/attended reception for *Caylin Jade: Extirpations in the Anthropocene* exhibition at the Hearst Center, a collaboration with Hartman Reserve Visiting Artist Program.
- Gave two presentations for ACB members in preparation for the Visioning Team discussion/recommendation planned for ACB's October meeting.
- Worked with Friends of the Hearst president to plan for annual appeal.

- Worked with potential donor to identify how funds could be directed if gift is made.
- Out of office on vacation October 17 and 18.
- Provided feedback for Iowa Arts Council re: needs of small arts organizations via phone conference with Arts Council representatives.
- Attended public program presented by Scott Cawelti at the Hearst.
- Met with Kim Manning and Stephanie Sheetz to review FY20 budget requests.
- Met with Stephanie Sheetz and Kevin Rogers to review lease for the Red House Studios, made requested changes and worked with City Personnel Specialist to research additional requests.
- Gave formal presentation to Friends of the Hearst re: ACB's recommendation to review feasibility for a new site for the Hearst Center.
- Met with Kelly Stern to plan for joint program with CFPL scheduled for Spring 2020.
- Worked closely with staff to plan, review and organize upcoming programs and education offerings, and to edit and review design for Winter 2019-2020 brochure.
- 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:

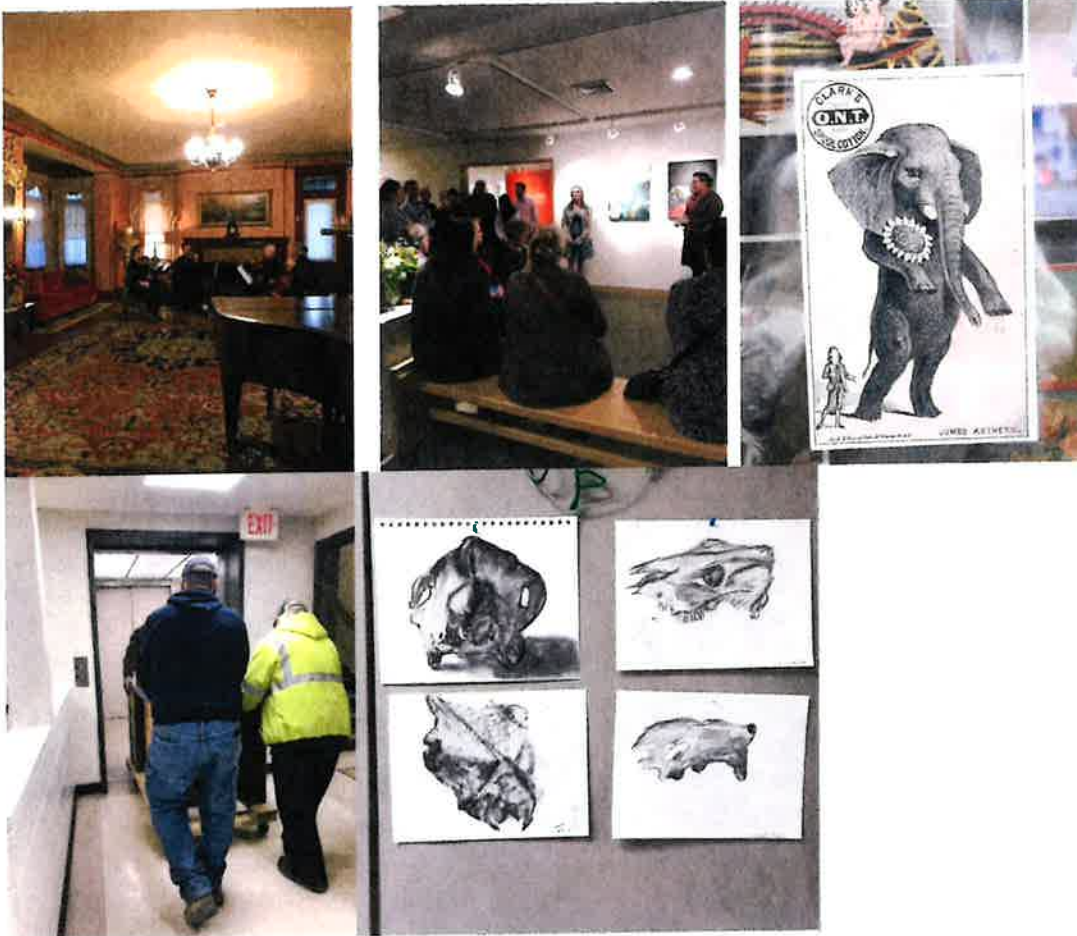
- Researched and corrected Friends memberships across Past Perfect & Max Galaxy.
- Researched summer attendance numbers for Education Coordinator .
- Brainstormed ideas for Annual Campaign letter with Supervisor.
- Created signage for Noontime Concert series.
- Called and questioned city laundry invoice. Followed up three times for an answer.
- Scheduled meeting for Fundraising committee of friends group.
- Cleaned up projects and files accumulating in the office.
- Called for information on prices at new Hampton Inn in Cedar Falls for visiting artists.
- Investigated prices and size of mailing lists for previous mailings.
- Prepared and delivered multiple bulk mailings to the post office.
- Curated mailing lists for show cards and brochure.
- Researched and reported information requested at the Friends meeting.
- 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 about merchandise.
- 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.
- 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:

- Travel to Fort Dodge to attend annual conference of the Iowa Museum Association.
- Work with Hartman 2019 Visiting Artist [Caylin Jayde](#) to organize an exhibition of her work at the Hearst, *Extirpations in the Anthropocene*.
- Install six oil paintings, artist statement in vinyl, and signage by Jayde in the gallery; arrange lightning.
- Work with the Marketing Assistant to promote the exhibition, prepare text, titles, and pricing for works lists and postcard.
- Travel to Des Moines to meet with [Dr. Lenore Metrick-Chen](#), associate professor of art history at Drake University to transport objects to be displayed at the Hearst in *From Advertising to Art: 19th Century Trade Cards and the Unfettered American Imagination*.
- Prepare for and attend a public reception and artist talk for Jayde on October 10.
- Attend the meeting of the Cedar Falls Art and Culture Board as part of the Visioning Committee.
- De-install works in *FOWLER: Watercolors of Clayton Fowler* and prepare them for return to private collectors and public institutions in the area.
- Work with [Dr. Jim O'Loughlin](#), associate professor in the Department of Languages and Literatures to develop an exhibition with six of his graduate students to be presented in the Dahl-Thomas Gallery at the Hearst.
- Work with Parks to move the desk of James Hearst from storage to the gallery as part of the exhibition focusing on his writing.
- Visit council chambers at City Hall to take a look at the process for remodeling the building.
- Order a cast plaque for the *Models to Main* sculpture at 403 Main Street.
- Work with the Cultural Programs Supervisor to plan an upcoming exhibition of the work of [William Kentridge](#) and [Phillip Chen](#).
- Meet with Professor Emeritus Roy Behrens to discuss possible exhibition themes.
- Send announcements and prepare materials for a meeting of the Cedar Falls Public Art Committee Crews Project Subcommittee.
- Serve on the Redfern Case committee at the Cedar Falls Public Library and attend a meeting to select a proposal.
- Coordinate with the family of the late [Ray Frederick](#) and the late Annice Frederick to gather works being proposed as gifts to the collection.
- Meet with renowned New York artist [Ruth Hardinger](#) and her family to discuss the acquisition of a piece of her work for the Hearst.

- 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:

- Met and continue to work with UNI student volunteer to organize research project in conjunction with upcoming public program around the poetry on Amy Clampitt.
- Led monthly Hearst photo club meeting.
- Met with North American Review editors to plan upcoming free writing workshops with at the Hearst Center, a collaboration/outreach project.
- Attended Pedal Fest Meeting to plan for new ride in 2020.
- Met with CF Public Library staff to plan for collaborative Earth Day event.
- Set up for all rentals, meetings, receptions, and events in October.
- Provided tours to two possible rentals, and wrote one rental contract.
- Coordinated with two musicians for performances at the Hearst.
- Coordinated 5 volunteers for a total of 10.5 hours in October.

- Reviewed materials for upcoming events in November and beyond.
- Attended weekly staff meetings.
- Secured food and drink for two events via Friends funding.
- Scheduled regular piano upkeep/tuning for the Steinway.
- Continued to plan spring and summer events.
- Wrote a community betterment grant to V&T for the Hearst Center.
- Worked with local authors on new Local Authors' Book Club coming in May.
- Worked with marketing coordinator to request posters and flyers for upcoming events and programs.

HIGHLIGHTS from Angie Hickok, Education Coordinator:

- Provided outreach activities at CFPL for LitCon- Face Paint and Art Activities
- Coordinated Hearst CAFÉ program at Community Center – painting activity.
- Hosted two birthday parties in the ed department.
- Attended weekly staff meetings.
- Communicated the need for availability for summer to schedule open shifts, outreach events and upcoming instructor staff meeting dates/times via online program.
- Scheduled staff to classes, workshops and outreach events.
- Supervised the organization of and supply of materials of classrooms by Ed Assistant
- Supervised and delegated duties to Ed Assistant: ordering supplies, organizing classrooms, leading classes (Hearst CAFÉ), and scheduling CAFÉ programs.
- 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 2 birthdays for Oct. - scheduled staff, developed activities.
- Staffed and supervised Saturday morning classes.
- Started organizing education programming for spring brochure.
- Held quarterly ACB education committee meeting.
- Offered instructor position to 3 new hires.
- Coordinated to offer face painting at Scheels' Halloween event.
- At request of Communications Specialist, recorded interview for new series spotlighting City employees.
- Coordinated and hosted a tour for UNI students.
- Attended CFPL LitCon- offered face painting and art activities, Ed Coordinator served as a costume contest judge for teen/adult.
- Filed tax paperwork for instructor staff t-shirts.
- Helped with judging a drawing/coloring contest for CF Public Safety.
- Partnered with Cedar Bend Humane Society to be the recipient of our MLK Day program this winter.

HIGHLIGHTS from Abby Haigh, Marketing Assistant

- Coordinated with graphic designer on design projects: Winter 2019 brochure, James Hearst Prose postcard, winter brochure, exhibition vinyl, exhibition labels and posters, Little Village Ad, 19th Century exhibit invite and poster, and Caylin Jade postcard/vinyl/labels/price list.
- Coordinated bids from printers around the Cedar Valley for winter 2020 brochure.
- Worked with rep from Leverage Printing for proof, paper changes, etc. – winter 2020 brochure.
- Took photos at Caylin Jade's opening reception for posting on social media.
- Coordinated with Karen's Print on printing projects –James Hearst Prose postcard, 19th Century postcard and Caylin Jade postcard.
- 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.
- Coordinated with reps at IPR and Lamar for upcoming promotional marketing.
- Submitted Hearst Center Currents text/images (Jan-Mar 20) to City of Cedar Falls Graphic Designer.
- Attended the Iowa Museum Association Annual conference 10/6-10/7.
- Attended Digital Marketing Forum at UNI on 10/24.
- Errands: Signs and Designs (exhibition vinyl), Karen's Print (exhibition postcards) and City Hall (mail and print materials from designer).
- 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: purchased additional books for upcoming exhibition.
- Mail Chimp: created content/graphics /added email subscriptions November E-News.
- Created content/graphics/posts for all social media.
- City Website: no updates this month.

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

**ENGINEERING DIVISION
PROJECT MONTHLY REPORT - October 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 | Design | \$310,000 | Engineering Division Foth |
| 2019 Permeable Alley | Storm Water | Construction Underway | \$260,000 | Engineering Division Bentons |
| 2019 Sidewalk Assessment | Sidewalks | Contracts | | Engineering Division |
| 2019 Street Construction | Street Repair | Construction Underway | \$4,800,000 | Engineering Division |
| 2020 Sidewalk Assessment | Sidewalks | Design/Notices | TBD | Engineering Division |
| 2020 Street Constructuion | Street Repair | Design Underway | | Engineering Division |
| Campus Street Box Culvert | Box Culvert | Contracts | \$320,000 | Engineering Division PCI |
| Cedar Heights Drive Reconstruction | Street Repair | Design | \$6,000,000 | Snyder |
| Cedar River Whitewater Recreation | Recreation | RFP for Consultant | \$50,000 | Engineering Division |
| Center Street Trail | Trails | Construction Underway | \$450,000 | Engineering Division Cunningham Construction |
| Downtown Levee Improvements | Flood Protection Raise Levee to 500 Year | Construction Underway | \$11,800,000 | Engineering Division AECOM / IBC |
| Dry Run Creek Sanitary Sewer Phase II | Sanitary Sewer | Final Out Remains | \$3,800,000 | Engineering Division SM Hentges |
| Greenhill Road Extension | New Street Construction | Final Out Remains | \$5,100,000 | Engineering Division AECOM |
| Highway 58 Corridor Study | Study and Design Greenhill Road to HWY 20 | Construction Underway | \$2,500,000 | IDOT/AECOM Engineering Division |
| South Main Parking Lot | New Parking Lot Constructicon | Constructicon Underway | \$160,000 | Engineering Divison / Snyder |
| University Avenue - Phase I | Reconstruction | Final Out Remains | \$14,500,000 | Engineering Division Foth |
| University Avenue - Phase II | Reconstruction | Final Out Remains | \$13,632,000 | Engineering Division Foth |

**ENGINEERING DIVISION
SUBDIVISION MONTHLY REPORT - October 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 | Construction Underway | ----- | 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 | Construction Underway | ----- | 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 | Under Review | ----- | Brian Wingert |
| River Place Addition | New Subdivision | Construction Underway | ----- | Kittrell/AECOM |
| Sands Addition | New Subdivision | Construction Underway | ----- | Jim Sands/VJ |
| The Arbors Fourth Addition | New Subdivision | Under Review | ----- | Skogman/CGA |
| The Terraces at West Glen, New | New Subdivision | Under Review | ----- | New Aldaya/Fehr Graham |

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

| <i>Project</i> | <i>Description</i> | <i>SWPPP Status</i> | <i>Detention Calcs Status</i> | <i>Developer/ Engineer</i> | <i>Project Status</i> |
|--|-----------------------------------|---------------------|-------------------------------|--|---|
| 200 West 1st Street | 200 W. 1st Street | Approved | Approved | Arabella, LLC | Active |
| 422 Main St Driveway Relocation | 422 Main St | Approved | ----- | Fehr Graham Engineering | Completed |
| 918 Viking Road | 918 Viking Road | Under Review | Approved | Dahlstrom/CGA | Active |
| 924 Viking Road | 924 Viking Road | Approved | Approved | Dahlstrom/CGA | Active |
| Air King Filtration | 2800 Technology | Under Review | Under Review | VJ Engineering | Active |
| Airgas Parking Lot Addition | 407 Performance Drive | Approved | ----- | Cardinal Construction | Active |
| Aldrich Elementary School | 2526 Ashworth Drive | Approved | Approved | Larson Construction | Active |
| Ashley Furniture | 2615 Capital Way | Approved | Approved | Claassen Engineering | Completed |
| Bethany Bible Church | 4507 Rownd Street | Seed Stabilization | Approved | VJ Engineering | Completed |
| Brookside Veterinary Hospital | 9305 University Avenue | Approved | ----- | Magee Construction Company | Completed |
| Buckeye Corrugated | 2900 Capital Way | Approved | Approved | Fehr Graham Engineering | Active |
| Cedar Falls Lutheran 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 - October 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 | Under Review | 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 OCTOBER 2019**

PARK OPERATIONS

- Performed routine cleanup duties at Paw Park.
- Performed routine restroom stocking and shelter cleanup duties.
- Performed routine playground inspections & repairs.
- Cleaned planting beds and bio-cells on city properties.
- Continued weeding and re-mulching planting beds on city property.
- Broom recreation trails as needed.
- Trimmed trees and weeds along recreation trails.
- Continued to apply wood chips to playgrounds in parks.
- Mowed Public Safety Building and Place to Play sodded areas.
- Additional stumps were ground and grade work was completed.
- Repaired bridge deck at Panther Lane pedestrian bridge.
- Installed access panel at place to play park.
- Repaired and reinstalled benches at Overman Park and little Red School House.
- Installed hand dryers at Place to Play Park.
- Cleaned gutters at Beach House.
- Assisted with getting set up for homecoming.
- Winterized park restrooms and drinking fountains.
- Winterized irrigation at Vets Park.
- Screened dirt at compost site and delivered to 1500 Bluff St. storage.
- Delivered barrels to Tondro Pray for bike event.
- Tiled along trail at Greenhill/Cedar Heights.
- Planted replacement trees on Lone Tree Road for North Cedar neighborhood and NC elementary planting project.
- Installed bench on the levy.
- Staff participated in the annual snow removal training.
- Organized and set up snow equipment.
- Scraped and salted sidewalks.
- Wrapped up mowing operations for the season and stored equipment for the winter.

ARBORIST OPERATIONS

- Ash tree removals. (26) total)
- Other tree removals. (12) total)
- Trimmed trees in ROW. (26)
- Stump grinding and cleanup.
- Tree Plantings. (25)

CEMETERY OPERATIONS

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

DEPARTMENT OF PUBLIC WORKS
CEMETERY SECTION
MONTHLY REPORT

FOR THE MONTH OF: October Year 2019

| | | |
|----------------------|--------------------------------|-------------------|
| Interments: | | |
| | Greenwood | <u>6</u> |
| | Fairview | <u>4</u> |
| | Hillside | <u>1</u> |
| Disinterment: | | |
| Spaces Sold: | | |
| | Greenwood | <u> </u> |
| | Fairview | <u> </u> |
| | Hillside | <u>1</u> |
| Services: | | |
| | Cremations | <u>7</u> |
| | Saturday | <u>4</u> |
| | Less than 8 hrs. notice | <u> </u> |
| | After 3:00p.m. | <u> </u> |

| | | |
|------------------------|-----------------------|---------------------------|
| Receipts: | | |
| Prepetual Care | Greenwood | <u> </u> |
| | Fairview | <u> </u> |
| | Hillside | <u>\$ 160.00</u> |
| | | <u> </u> |
| | Burial Permits | <u>\$ 6,345.00</u> |
| | | <u> </u> |
| | Lot Sales | <u>\$ 640.00</u> |
| | Marker permits | <u>\$ 325.00</u> |
| | Deed Transfers | <u>\$ 60.00</u> |
| | | <u> </u> |
| Total Receipts: | | <u><u>\$ 7,530.00</u></u> |

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

- 116 traffic control signs were repaired.
- Made 4 labels for vehicle maintenance.
- Fabricated 16 signs for various applications.
- Traffic operations completed 16 One Call utility locates.
- Completed 27 minor repairs or upgrades to different signalized intersections.
- Traffic personnel assisted building maintenance with 10 minor projects.
- Responded to 4 outdoor emergency siren trouble calls.
- Delivered building supplies and completed recycling task at city facilities.
- Traffic Operations responded to 1 signal in flash call. Repairs were made and returned to normal operation.
- Completed the conduit rough in at city hall for the electric vehicle charging station.
- Assisted the IT department with the relocation of surveillance cameras on College St.
- Re painted the lines at the Main St fire station, and coordinated the striping of new lines at the Public Safety building.
- Ran new conduit and installed hand driers at the Place to Play bathroom shelter.
- Provided power to new surveillance cameras at Place to Play Park.
- Completed various projects for the Peter Melendy reconstruction project including:
 - Lowered traffic hand hole to new elevation
 - Ran conduit and installed anchor bolts for pedestrian push buttons.
 - Ran conduit for Christmas tree receptacle.
- Made numerous timing changes to adjust for construction at the intersection of 1st and Franklin St.
- Traffic Operations staff attended the annual snow plow training meeting.

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

RESIDENTIAL SOLID WASTE COLLECTION

The automated units collected a total of 684.32 tons of solid waste during the month of October. The 140 loads required 397.50 man-hours to complete, equating to 1.72 tons per man-hour. The automated units used 1,446.33 gallons of low sulfur diesel fuel during the month.

PARKS GARBAGE ROUTE

The automated park garbage truck collected a total of 1.74 tons of solid waste during the month. The 8 loads required 64.00 man-hours to complete, equating to 0.03 tons per man-hour. The automated unit used 59.60 gallons of low sulfur diesel fuel during the month.

CONTAINER ROUTE

The container route crew collected Twenty-three (23) loads of refuse for the month. The containers totaled 46.65 tons and required 205.00 man-hours to complete. This operation yielded 0.23 tons per man-hour. The semi-automated collection totaled 16.76 tons and required 67.50 man-hours to complete. This operation yielded 0.25 tons per man-hour.

The total number of October container dumps was 814. Fifteen percent (15.60%) or 127 of these dumps, were for non-revenue bearing accounts.

The container route truck used 311.92 gallons of low sulfur diesel fuel during the month.

LARGE ITEM COLLECTION

Refuse personnel made 130 large item stops during the month and collected 8.86 tons. This required 72.00 man-hours to complete and equates to 0.12 tons per man-hour. Twenty-two (22) Appliances, Nine (9) Televisions, and One (1) Computer were collected this month.

RESIDENTIAL YARD WASTE COLLECTION

Refuse crews collected 210.51 tons of yard waste curbside this month. The 54 loads required 191.00 man-hours to complete, equating to 1.12 tons per man-hour.

There are currently 7,884 yard waste accounts throughout the city.

5,025 yard waste carts were picked up this month.

The Automated yard waste collection trucks used 531.08 gallons of low sulfur diesel fuel during the month.

TRANSFER STATION SOLID WASTE

The Transfer Station's trucks hauled 78 loads of solid waste to the Black Hawk County Landfill totaling 1,097.61 tons.

The Transfer Station accepted 339.28 tons of commercial and residential solid waste this month.

311 appliances, 277 tires, 172 television sets, and 28 computer monitors were received at the Transfer Station for the month.

Nine (9) Bag Tags and Five (5) Sandbags were purchased this month.

The Transfer Station's trucks used a total of 684.29 gallons of low sulfur diesel fuel during the month.

TRANSFER STATION YARD WASTE

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

The Transfer Station accepted 2.67 tons of commercial and residential yard waste this month.

Refuse crews hauled 149.07 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 October:

| | |
|------------------------------------|------------|
| Tin (Baled) | 2.05 tons |
| Plastic (non-baled) | 0.00 tons |
| Plastic (Baled) | 16.26 tons |
| Cardboard (non-baled) | 0.76 tons |
| Cardboard (Baled) | 50.64 tons |
| Newspaper/Magazines (non-baled) | 0.00 tons |
| Newspaper/Magazines (Baled) | 31.47 tons |
| Phone Books | |
| Books/Flyers | |
| Office Paper | 6.51 tons |
| Plastic Bags | 0.53 tons |
| Styrofoam | 0.00 tons |
| Other Items Recycled for the month | |
| Appliances | 18.80 tons |
| E-Waste | 7.00 tons |
| Glass | 87.67 tons |
| Scrap Metal | 38.12 tons |
| Shingles | 33.70 tons |
| Tires | 4.88 tons |

Revenue generated by the Recycling Center for October was \$520.00.

UNI RECYCLING SUBSTATION

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

| | |
|---------------|-------------------|
| Plastics #1-7 | 3.38 tons |
| Cardboard | 8.96 tons |
| Newspaper | 4.55 tons |
| Tin | 0.59 tons |
| Glass | 2.92 tons |
| Plastic Bags | 0.77 tons |
| Office Paper | 2.42 tons |
| Styrofoam | 0.05 tons |
| Total | 23.64 tons |

FAREWAY RECYCLING SUBSTATION

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

| | |
|--------------|-------------------|
| Plastic #1-7 | 5.44 tons |
| Cardboard | 14.51 tons |
| Newspaper | 6.80 tons |
| Tin | 1.47 tons |
| Glass | 2.01 tons |
| Total | 30.23 tons |

GREENHILL VILLAGE RECYCLING SUBSTATION

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

| | |
|---------------|-------------------|
| Plastic #1-7: | 3.11 tons |
| Cardboard | 14.48 tons |
| Newspaper | 4.57 tons |
| Office Paper | 2.15 tons |
| Plastic Bags | 0.00 tons |
| Tin | 2.34 tons |
| Glass | 1.55 tons |
| Styrofoam | 0.27 tons |
| Total | 28.47 tons |

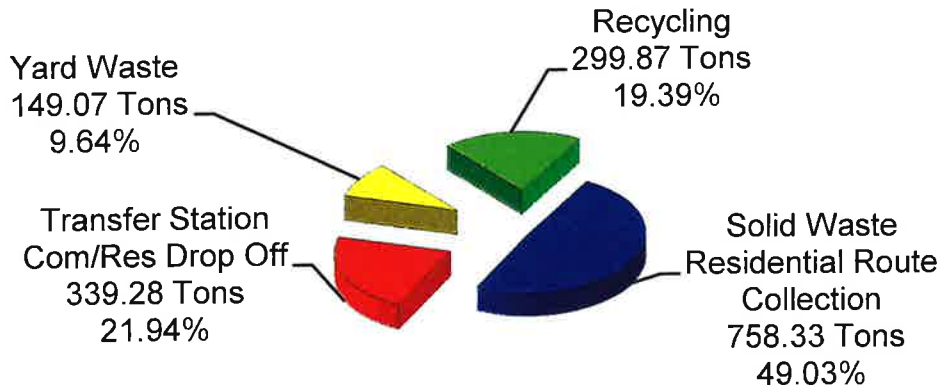
MONTHLY TOTALS

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 1,546.55 tons. The following pie chart is a representation of the Municipal Solid Waste figures for the month of October 2019 for the City of Cedar Falls.

October 2019

Total MSW Collected - 1,546.55 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
OPERATIONS AND MAINTENANCE DIVISION
STREET SECTION
MONTHLY REPORT FOR OCTOBER 2019**

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.

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 cutting a concrete hand hole at Peter Melendy Park.
- Provided assistance with tree trimming in snow plow routes.

STREET & ALLEY MAINTENANCE

- Streets were swept on a routine basis throughout the month.
- Potholes were filled with asphalt hot-mix or with the Dura-Patch spray patch machine.
- The grind & patch method of street repair was utilized at various locations when it was appropriate.
- Alleys & road shoulders were graded as needed during the month.
- Permanent repairs were made at locations where Cedar Falls Utilities had previously made temporary street & sidewalk patches.
- Formed and poured concrete for the street scape project on State Street as well as installed the brick pavers.

SANITARY & STORM SEWER MAINTENANCE

- Replaced failed sanitary sewer box-outs at various locations.
- Replaced failed sanitary sewer castings at various locations.
- Reconstructed failed storm sewer catch basins.
- Cleared debris from catch basin grates following heavy rain events.

MISCELLANEOUS TASKS

- Mowed road shoulders.
- Reset and/or replaced damaged brick sidewalk pavers on the Parkade.
- Removed and replaced a concrete footing for the Christmas tree at Peter Melendy Park in conjunction with the Peter Melendy Park reconstruction.
- Replaced a culvert at 1st St and N Union Rd and reshaped the shoulder to allow water to enter the ditch before running and damaging the farmers drive way.

- Installed a curb drop at the Public Safety Building to help drain water pooling by the gate.

CEDAR RIVER

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

WINTER WEATHER MEETING / ICE & SNOW TRAINING EVENT

- The department held its annual meeting and training activities in preparation for the onset of winter weather. All staff involved with ice & snow clearing efforts attended the training. Training includes: both class room instruction & discussions and hands-on equipment training. All equipment is thoroughly inspected, checked for operation, and then any deficiencies are recorded so repairs can be made before adverse weather arrives.
- Attached spreaders and wing blades on all of the snow plowing equipment.

SPECIAL EVENTS:

Traffic control materials were placed & retrieved for the following events

- Pink Ribbon Run on Main Street.
- College Hill Farmers Market on College Street.
- UNI Homecoming activates on College Hill.
- Happy Haunt 5K on E 2nd St.
- Structure Reality Fall Festival W 21st St.
- Block Party on 25th St
- Howl O' Ween Pet Parade E 4th St.
- Trunk N Treat at First Christian Church W 11th St.

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

- 116 traffic control signs were repaired.
- Made 4 labels for vehicle maintenance.
- Fabricated 16 signs for various applications.
- Traffic operations completed 16 One Call utility locates.
- Completed 27 minor repairs or upgrades to different signalized intersections.
- Traffic personnel assisted building maintenance with 10 minor projects.
- Responded to 4 outdoor emergency siren trouble calls.
- Delivered building supplies and completed recycling task at city facilities.
- Traffic Operations responded to 1 signal in flash call. Repairs were made and returned to normal operation.
- Completed the conduit rough in at city hall for the electric vehicle charging station.
- Assisted the IT department with the relocation of surveillance cameras on College St.
- Re painted the lines at the Main St fire station, and coordinated the striping of new lines at the Public Safety building.
- Ran new conduit and installed hand driers at the Place to Play bathroom shelter.
- Provided power to new surveillance cameras at Place to Play Park.
- Completed various projects for the Peter Melendy reconstruction project including:
 - Lowered traffic hand hole to new elevation
 - Ran conduit and installed anchor bolts for pedestrian push buttons.
 - Ran conduit for Christmas tree receptacle.
- Made numerous timing changes to adjust for construction at the intersection of 1st and Franklin St.
- Traffic Operations staff attended the annual snow plow training meeting.

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

The Fleet Maintenance Section processed 129 work orders during the month of October 3 of them were either sent out or done by staff from other sections.

1,155 transactions were recorded through the City's fuel dispensing sites. The Usage was as follows:

7,074.733 Gallons of Ethanol

8,113.833 Gallons of low sulfur diesel fuel

The total amount of fuel pumped for the month of October was 15,188.566 Gallons.

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

Street Section

2044: Replaced lower auger and installed new chain and sprockets on augers.

240: Replaced batteries.

241: Replaced plow angle hoses.

242: Replaced plow angle cylinders.

244: Replaced rear leaf springs.

245: Replaced air dryer.

261: Replaced turbo.

262: Replaced wing hydraulic hose and blower motor.

264: Replaced nox sensor.

277: Replaced starter.

278: Replaced leaking transmission filter.

280: Replaced parking brake assembly and service brake foot pedal assembly.

282: Replaced damaged and worn hoses on wing.

Refuse Section

3050: Replaced compactor hydraulic cylinder.

3051: Repaired drive chain on conveyor.

3069: Repaired wiring on fork shift button.

340: Repaired worn wire for arm functions and repaired exhaust leak.

341: Repaired hydraulic leak on pack panel and replaced blend door actuator.

346: Replaced gripper bearings.

348: Replaced leaking hydraulic hose and adjusted arm dump chains.

351: Replaced throttle pedal assembly.

372: Replaced clutch brake.

383: Replaced parking brake valve and right rear brake chamber.

Water Reclamation

402: Replaced turn signal assembly

492: Repaired multiple air leaks on air system.

493: Replaced the A/C line from compressor to condenser.

Parks/Cemetery/Rec Section

2100: Went through walk behind snow blowers.

2104: Installed new front brakes, tailgate latches and blower motor resistor.

2110: Replaced headlight switch housing.

2120: Replaced headlight and bleed brake lines.

2122M: Replaced rear brakes and mower blades.

2128M: Replaced seat switch and serviced.

2136: replaced windshield.

2142: replaced front axle u joints and rear brakes.

2165: Repaired crack in roof.

2186: Replaced bad transmission control module.

2199: Added an articulation point to v blade.

2303: New plow was installed on truck.

2338: Replaced forward potentiometer on hydro and installed snow blower.

2340: Torqued boom rotation bolts and repaired bucket door latch.

2361: Hydraulic tank was repaired at C&C welding.

Engineering

113: Replaced rear brakes and rotors.

Fire Division

FD502: Replaced Knox box and rear magnetic door switch.

FD550: Replaced air Kussmaul ejector.

Police Division

PD08: Installed winter snow tires on rear axle.

PD12: Spark plugs.

PD13: Replaced right front ball joint, tire and had car aligned.

PD14: Replaced all brakes and tires.

PD15: Replaced A/C line, serpentine belt and tensioner.

PD17: Replaced all engine coil packs and spark plugs.

PD22: Replaced rear brakes.

Community Development

2507: Replaced front brakes, brake calipers and front right wheel bearing.

510: Serviced and rotated tires.

516: Replaced evap canister and repaired wiring.

**PUBLIC WORKS DEPARTMENT
OPERATIONS AND MAINTENANCE DIVISION
PUBLIC BUILDINGS
MONTHLY REPORT FOR OCTOBER 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.
- Completed and passed annual fire inspection.
- Moved office furniture around in inspections and arranged for two person use.
- Replaced blower motor in heat pump serving lower level engineering area.
- Repaired stool in men's room.
- Leaking weld on water supply pipe to geothermal system was replaced and welded on as a repair to leaking fitting.
- Set out shovels and ice melt.

COMMUNITY CENTER

- Completed cleaning inspections of facility.
- Completed pest control services.
- Replaced dirty HVAC filters.
- Replaced bad light bulbs and ballasts.
- Delivered janitorial supplies.
- Set out shovels and ice melt.
- Ice maker was cleaned.

HEARST CENTER

- Completed cleaning inspections of facility.
- Completed recycling services.
- Replaced dirty HVAC filters.
- Replaced bad light bulbs and ballasts.
- Delivered janitorial supplies.
- Cleaned clay traps.

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.
- Met with contractors to get bids on flooring replacement and shelving move.
- Drilled holes and installed 7 grommets at computer stations.
- Replaced belts on energy recovery unit.
- Replaced stained ceiling tiles.
- Set out shovels and ice melt.

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.
- Contacted contractor on three different occasions for garage door warranty repair and arranged to meet them onsite to work through possible causes.
- Mounted paper towel dispensers, hand sanitizer, apparatus bay knox box and hose hangers.
- Troubleshoot stove operation. Reset fan controller and labeled for proper usage.
- Met with gate contractor to program new remotes.
- Worked with Woodman controls on many issues, gaining remote access to the automation system, troubleshooting boiler programming and operation. Vav boxes not functioning properly.
- New hold open arm was installed on booking room door.
- New passage lock was installed on report room door and switched with lock from apparatus bay to roof access door.
- Investigated water getting into evidence storage room. Completed caulking of several joints on the drain to prevent water infiltration.
- Met with contractor to discuss parking lot drainage and possible solutions.
- Installed pipe bollard covers around gate to increase visibility.
- Installed stop signs on both sides of gate.

- Reset HVAC system controller for sleeping quarters.
- Met with contractors to discuss odor coming from mop sink in workroom and discuss possible solutions.
- Met with sprinkler contractor to winterize system and help troubleshoot controller power issue.
- Installed mats throughout building for winter.
- Set out shovels and ice melt.

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.
- Set out shovels and ice melt.
- Troubleshoot heat pump alarms. Reset variable frequency drives, reset outdoor air sensor and heat pump lockouts.
- Worked with fire sprinkler contractor to make repairs to seal on dry system.
- Icemaker was repaired by contractor.
- Repaired stool in men's locker room.
- Repaired faucet in men's locker room.
- Repaired sensor on garage door in vehicle storage.
- Repaired electronic lock on east entry door.

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.
- Troubleshoot drinking fountain operation and reset gfi.
- Repaired exterior light bollard.
- Repaired fountain in gym.
- Coordinated the replaced of the heat pump in men's locker room.
- Cleaned debris from roof scuppers.
- Removed screen from dryer vent that was causing blockage.

- Adjusted parking lot lights.
- Mounted TV in multi-purpose room.
- Repaired valve on stool in family restroom.

VISITORS CENTER

- Completed cleaning inspection of facility.
- Completed pest control services.
- Completed recycling services.
- Replaced bad light bulbs.
- Delivered janitorial supplies.
- Set out shovels and ice melt.
- Set out winter mats.
- Installed new kitchen faucet.

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

PLANT OPERATIONS

Plant performance was very good for the month. All effluent quality requirements were met.

PROJECTS

Black and Veatch Engineering started the process of updating our "Nutrient Reductions Strategy" report required by our IDNR permit. They will be looking at all options available to remove Nitrogen and Phosphorus from our effluent. These nutrients are detrimental to the waterways and the Gulf of Mexico and moving forward with changes to our treatment process to remove these will be a major project. To begin the process, structural and electrical engineers were at the plant looking closely at the integrity of our current facility.

INDUSTRIAL PRETREATMENT PROGRAM

An unscheduled inspection was conducted at Metokote. No violations were found.

BIOSOLIDS

We were able to process 475,000 gallons of biosolids through our belt filter press for later application to the City owned farm field.

There were 7.4 tons of gritty, inorganic materials hauled to the landfill during October.

SEWER COLLECTION SYSTEM - CALLS AND SERVICE

We received 586 sewer locate requests from the Iowa One Call system, 168 of which were pertinent and required marking by staff.

There was just one sewer service call received in October which did not involve a problem in the City's main. There were two lift station alarm calls for the month.

Crews cleaned 19,800 feet (3.75 miles) of sanitary sewer lines in October. This brings our total mileage for 2019 to 24.2 miles.

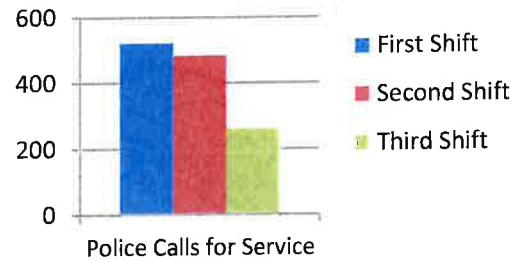
We inspected 1200 feet (0.25 miles) of sanitary sewer lines with our televising unit. This brings our total mileage for the year to 5.4.

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

ITEM 7.

CEDAR FALLS POLICE

| <u>Police Statistics</u> | First Shift | Second Shift | Third Shift |
|--------------------------|-------------|--------------|-------------|
| Calls for Service | 521 | 483 | 261 |
| Traffic Stops | 73 | 111 | 61 |
| Arrests | 6 | 41 | 16 |



FIRST SHIFT – Captain Jeff Sitzmann

- First Shift Officers again assisted Third Shift with staffing during the month of October. There were numerous incidents which caused the need for extra staffing around bar close time. First Shift Officers also adjusted their schedules to assist with staffing for the University of Northern Iowa Homecoming.
- All Public Safety Officers assigned to First Shift completed Monthly Fire Training. Officers also attended Monthly Police Training which consisted of Shotgun, Rifle and Night Hand Gun Qualification.
- First Shift Officers continue to Field Train the Recruit Officers. Officers Putney, Bruggeman, Abbott and Adelmund were assigned to First Shift during the month. Recruit Officer Hoffa completed the Field Training Program and is now assigned to First Shift Patrol.
- First Shift Officer assigned to Major Incident Response Team participated in two separate Dynamic Entries near the College Hill during the month. Both of these operations were in conjunction with on-going Drug Enforcement efforts by the Tri-County Drug Enforcement Task Force.
- Officers handled Security assignments at the College Square Theatres throughout the month while the movie 'The Joker' was being played. Extra security was added to theaters throughout the country for this movie.
- During the month, Officers handled numerous cases involving Counterfeit \$100 bills. Most of these bills were found in businesses and some were found by banks. Late in the month, Officers identified one female known to pass the fake bills and she was charged with six counts of Forgery. All of these charges are Class D Felonies.
- Officers arrested one subject for Operating a Vehicle Without Owner's Consent. This was in connection to a Stolen Vehicle Report the previous week. The suspect was an acquaintance of the victim and the vehicle was located in Waterloo.
- First Shift Officers posted many 'No Parking' signs for the Pink Ribbon Run and for the University of Northern Iowa Homecoming. Many of the signs had to be replaced due to rain and theft. All of the signs were pulled after the University of Northern Iowa Homecoming Parade was cancelled.
- Officers investigated an Accident on Highway 58 just south of Viking Road. It was difficult to get Squads to the scene and more difficult to get tow trucks to the scene. Traffic was at a standstill for some time. The cars were eventually moved.
- During the month, Officers investigated the Theft of merchandise from an area business. An employee noticed a hole cut in a perimeter fence and then began to investigate. A trail had been worn into the grass on the back side of the fence from the suspect carrying merchandise. Follow-up investigation is being conducted.
- Two Cedar Falls Investigators were conducting follow-up at an apartment complex in Waterloo. While knocking on the door, someone shot a round out of their apartment on an upper level. Numerous Officers arrived to assist and the complex was evacuated. The case is still under investigation.
- Officers responded to a Motor Vehicle Accident on Greenhill Road. Upon arrival, Officers found a passenger in one of the vehicles deceased. Both drivers were injured and trapped in their vehicles due to the heavy damage. One driver is still recovering from major injuries. This Accident is still under investigation.
- Officers participated in the annual 'Drug Take Back' event. This is the 11th year for the event and our agency has collected hundreds of pounds of unused and unwanted prescription medication. For the first time ever, the 'Drug Take Back' event also allowed vaping materials to be turned in. All surrendered items were picked up by Agents of the Drug Enforcement Administration and later incinerated.

- First Shift Lieutenant Heuer competed in the IMT Des Moines Marathon at the end of October. Lieu Heuer finished in 7th place in her age category. ITEM 7.

SECOND SHIFT – Captain Jeff Harrenstein

- Officers were dispatched to The Other Place on University Avenue for an incoherent male who had fallen out of his wheelchair. The subject was observed to be very intoxicated and had several minor injuries. The subject was transported to the hospital for evaluation and treatment.
- Officers were dispatched to Sartori Hospital regarding an Intoxicated Subject who had just left the Emergency Room. Officers were able to locate the subject after she drove from the hospital. The subject was found to be intoxicated and was placed under arrest for Operating While Intoxicated.
- Officers were dispatched to Kohl's for a Shoplifter. The suspect had taken multiple items and had left the business prior to Officer's arrival. Officers collected evidence from the business and the investigation continues.
- Officers were called to Walmart for an adult Shoplifter. One subject was charged with Theft 5th.
- Officers were called to the area of Thunder Ridge Apartments for an Intoxicated Subject. An adult male was located out on the lawn and was found to be very intoxicated. The subject was charged with Public Intoxication.
- Officers completed an investigation involving a Felony Assault allegation. Officers determined that an Assault did not occur and charges of False Reports and Disorderly Conduct are pending.
- Continuing investigation into an earlier incident led to the arrest of an adult male for Domestic Assault.
- Officers responded to a report of a vehicle playing Loud Music in the 1200 block Amelia Drive. Subsequent investigation led to the arrest of an adult female and an adult male for Possession of a Controlled Substance and Possession of Drug Paraphernalia.
- Officer took a report at a residence on Waterloo Road of a Burglary and a 9mm handgun was stolen along with electronic devices from the residence. The handgun was recovered in Waterloo. Investigation continues.
- Continuing investigation into an earlier incident led to the arrest of an adult male on a Warrant for Domestic Assault.
- Officers responded to a report of a Shoplifting in progress at Kohl's. An adult female was arrested for Theft 3rd.
- Officers were dispatched to check on the welfare of an adult male in the area of Seerley Boulevard / Tremont Street. The subject was located and was arrested for Public Intoxication.
- Officers investigated a report of an Assault that had occurred at Lincoln Elementary School. The investigation led to the arrest of three juvenile males; one for Assault Causing Serious Injury and the other two for Disorderly Conduct.
- Continuing investigation led to the arrest of an adult male for Harassment from an earlier incident.
- Continuing investigation led to the arrest of an adult male for Filing a False Report from an earlier incident.
- Officers responded to an Accident at 2nd / Main Streets which resulted in some minor injuries to one of the drivers.
- Officers responded to a Single Vehicle Accident behind Carlos O'Kelly's that completely took out an electrical transformer that required multiple crews from Cedar Falls Utilities to replace. The business closed down for the night due to a loss of electricity. Officers worked the Accident and assisted College Square Security with setting-up a detour for traffic.
- An Officer made a Traffic Stop that led to the arrest of an adult female on an Arrest Warrant. She was transported to Black Hawk County Jail.
- Officers responded to a report of subjects entering an apartment building on Bicentennial Drive with handguns. A report came in that the subjects had left the area in a silver vehicle which was located and stopped on University Avenue. The males matched the description received and they were detained and a handgun and old Police style baton were seized as evidence. Subsequent investigation led to one of the males being charged with Assault, Displaying a Dangerous Weapon and Harassment 1st Degree.
- Officer took a report of Stolen phones from the US Cellular store on Brandilynn Boulevard. The responding Officer conducted follow-up on this case and got an Arrest Warrant for Theft 2nd Degree. The Wanted female is currently being held in the Mitchellville Correctional Center. A Detainer has been requested.
- Continuing investigation led to the arrest of a male for Disorderly Conduct.

- Officers were dispatched to a reported Suicide at a residence on West 13th Street. A 78-year old male was found deceased in the residence.
- Officers investigated a report of a Fight in progress at a residence on Garnet Road. No fighting was occurring upon arrival, but one adult male voluntarily went to the hospital for a mental evaluation.
- Officers responded to a Loud Music complaint at a residence on Cadam Court and the investigation led to the arrest of an adult male for Harassment of a Public Official.
- A Traffic Stop in the 6500 block University Avenue led to the arrest of an adult male for Driving While License Barred and Driving While License Suspended.
- Officer took a report from a subject regarding Debit Card Fraud at a residence on Walnut Street.
- Officers responded to a Welfare Check at a residence on Garnet Road and located a deceased adult male who was determined to have died from natural causes.
- Officers were dispatched to Lifestyle Inn on a report of an adult male in one of the rooms that had Active Warrants and a juvenile male that was a reported Runaway. Both subjects were located. The adult male was transported to Black Hawk County Jail and the juvenile was returned to the parent.
- Officers responded to a Vehicle Accident at Leverage Road / Lone Tree Road. Subsequent investigation led to the arrest of an adult female for Operating While Intoxicated 2nd, Child Endangerment, Assault on a Peace Officer and Driving While License Revoked.
- Officers responded to Target on a report of an adult female in custody for Theft. The subject was arrested for Theft 5th.
- Officers responded to a Larceny in progress at Walmart. Subject had fled the scene prior to their arrival. An incident report was initiated.
- Officers responded to a report of a Suicide at a residence on Rocky Ridge Road. Upon arrival, an adult female was discovered to be deceased. Due to recent call history to the residence and current circumstances, Investigators were called in to assist with the investigation. The victim will be transported to Ankeny for an autopsy. Investigation continues.
- Officers were dispatched to the report of an Assault in the 1100 block of Garnet Road. Upon arrival, Officers learned that an adult male had Assaulted his mother. A male subject was charged with Domestic Abuse.
- Officers were assisting the Drug Task Force at a residence in the 800 block of Walnut Street. They located the male hiding in a closet. When Officers located him, he began stabbing himself in the leg. He was taken to the hospital for the night, and transported to the Jail the next day.
- Officers were dispatched to Vandalism in progress in the 700 block of West Ridgeway Avenue. Upon arrival, Officers learned a male subject had punched another person's vehicle after a traffic altercation. One male was arrested for Criminal Mischief and Operating While Intoxicated 1st Offense.
- Officers were dispatched to the report of two Shoplifters at Walmart. Upon arrival, Officers learned a male and female were ringing up some items, and not others at the self-checkout. Both subjects were arrested for Theft 5th. Officers also located drugs and paraphernalia in the female's possession. The female was also charged with Possession of Paraphernalia and Controlled Substance. The two were from North Carolina.
- Officers were dispatched to a residence on West 8th Street for the report of Harassment. Upon arrival, Officers also learned a male subject had damaged a vehicle. The male subject was charged with Criminal Mischief.
- Officers were dispatched to the 700 block of Brandilynn Boulevard for the report of a female attempting to use a fake \$100 bill. While on scene, Officers learned she had also tried to use the bill at Famous Footwear. Officers were aware that First Shift had arrested a female in the same area, for using a \$100 bill at several stores. Officers were able to view security camera and confirm it was the same person. In addition to First Shift's charges, the female was charged with two additional counts of Forgery.
- Lieutenant Yates and other Officers promoted the 'Pink Patch Project' by wearing pink patches during the month of October. Lieutenant Yates organized events and spent a lot of time selling patches.
- Second Shift Officers assisted with the University of Northern Iowa Homecoming activities during the month of October. Many changed their schedules and worked College Hill on Foot and Bike Patrol.
- Officer Schwan assisted with Firearms Training during the month of October.
- Officer continued to shut the compost and gas stations during the month of October.

THIRD SHIFT – Captain Mark Howard

ITEM 7.

- Officers were called to Happy's Wine and Spirits for Suspicious Males that were hanging around front of the store at closing time. Officers did not locate anyone upon their arrival, and stood by while employees exited the store.
- Officers were called an address on Lovejoy Drive for a Welfare Check of a 29-year old male. It was reported that the male got upset and left the house without telling his wife where he was going. He left in their van, and turned off his cell phone. While Officers were gathering information from the wife, the male called and said he would be returning. Officers stood by until the male got home and checked on his welfare
- Officers conducted a Traffic Stop on a vehicle. Further investigation led to an arrest of the driver for Operating While Intoxicated, Driving While License Revoked and an Outstanding Warrant.
- Officers conducted Bar Checks on College Hill. During the Foot Patrol, citations were issued for Minor In Possession Alcohol Violations.
- Officers observed a subject outside 26th / College Streets passed out. Officer made contact with the subject and he was later arrested for Public Intoxication.
- Officers called to a residence on Main Street for a report of an Intoxicated Female who was refusing to leave the bar. Officers arrived and the female was arrested and charged with Public Intoxication.
- Officers called to the area of Tony's LaPizzeria on Main Street for a report of two males in the street staggering around causing problems. They were gone when Officers arrived.
- Officers observed a vehicle having a hard time staying within the lines. The vehicle was Stopped and after an investigation the driver was arrested for Operating While Intoxicated.
- Officers called to an Assault in progress on Franklin Street. Officers made contact with both subjects involved and determined no Assault took place. Both subjects upset and were separated for the night.
- Officers called to a residence on West 8th Street for a report of Disorderly Conduct. It was reported there were subjects in the hallway yelling and ready to fight. When Officers arrived they found some people in the hallway talking. They said they were never fighting just talking loudly.
- Officers on Foot Patrol during Homecoming festivities in and around the College Hill area arrested six for Public Intoxication and several were cited for Minor In Possession of Alcohol.
- Officers called to the 3600 block of Big Woods Road for a report of a vehicle driven through the Reporting Party's yard. Officers checked the area and found the vehicle in a parking lot. The vehicle was unoccupied and they were unable to locate the driver.
- Officers called to Casey's General Store for a report of an Intoxicated Juvenile. They located the juvenile and contact was made with his parents. He was later released to his parents.
- Officers were called to a Large Party in the 400 block of Barnett Drive. Officers made contact and found the party was in the front and back yards and in the house. Officers found the house was packed with people. Officers spoke with the tenant who advised he was trying to get people to leave. Officers assisted in clearing the house.
- Officers called to Voodoo Lounge for a report of a female passed out on the stairs. By the time Officers arrived the female was walking with friends. The friends were able to take responsibility for her.
- Officers called to a Suicidal Female. Upon arrival, Officers determined the female was taking pills not prescribed to her and she was a danger to herself after drinking a bottle of wine. She agreed to go to Allen Hospital for a psych evaluation.
- Officer found a subject passed out behind Tony's LaPizzeria. The subject was arrested and charged with Public Intoxication.
- Officers called to the 1000 block of Nevada for a report of an Intoxicated Subject walking down the street. Officers found the subject and determined he was not intoxicated and was just listening to music walking home.
- Officers called to Country Inn for a male passed out on the second floor of the hotel. Officers made contact with the male and determined he was right outside his room. He was helped into his room where his friend took responsibility for him.
- Officers called to a Burglary in progress at a residence on Iowa Street. It was reported a male was attempting to enter the house through a patio door. Upon arrival, Officers were unable to locate the

male; they did however find another subject that the Reporting Party said was not the correct person. This guy was supposed to be at the neighbor's house.

- Officer conducted a Traffic Stop for a Moving Violation. An investigation led to the driver being arrested for Operating While Drugged. The driver was also charged with Possession of Narcotics.
- Officers were called to a vehicle on University Avenue that had run into a sign and was unoccupied. Officers checked the address of the Registered Owner and were informed that another person was driving the vehicle. The person was not at the residence. A short while later, Officers were called back to the Registered Owner's address on a report that the driver of the vehicle had shown up. Officers made contact with the female driver. The driver was cited for the Accident and information was gathered. During the investigation, it was learned that the driver had an Outstanding Warrant. She was arrested for the Warrant.
- Officers were called to Suspicious Activity at a residence. Officers found the door to a house opened, and learned that a female ran away from the residence, past the Reporting Party's address. The house checked out OK, and Officers were unable to locate the female.
- Officers were called to an Assault in progress between a husband and wife. When Officers arrived on scene they learned that it was only a Verbal Dispute and that the Reporting Party was worried it would turn physical. Officers spoke to all involved and they agreed to separate for the evening.
- Officers were called to a Loud Music complaint in the 1300 block of Clay Street. When Officers arrived, they found the Loud Music coming from a car that was running in the street. When Officers approached the car, they found a female passed out in the driver's side seat. Officers managed to get the vehicle shut off and woke the driver. She was arrested for Operating While Intoxicated 2nd Offense.
- Officers were called to a residence on West 1st Street for a possible Burglary in progress. The Reporting Party thought they heard someone either trying to get into, or already inside of their residence. Officers checked the area and the residence. Nothing appeared suspicious and no one was around.
- Officers were called to a report of a Loud Party in the 1800 block of College Street. The report stated there was loud music and lots of people at the address. When Officers arrived, the address in question was quiet, and there was no one around the house. Officers checked the rest of the block and could not find anything.
- While on Patrol, Officers came across a stalled vehicle in the area of 18th and Washington Streets. Officers noticed the vehicle was occupied with a person sleeping inside of the vehicle. Officers made contact and learned the driver ran out of gas and was waiting for a tow truck to bring gas. Officers assisted the male, and arranged for the driver to get someone to help him move the vehicle. As Officers were assisting the stranded motorists, they learned the subject that came to help the motorists was his roommate. A check of the roommate's driving status found that he had an Outstanding Warrant. The roommate tried to flee from Officers and they gave chase. The roommate was caught and arrested along with being served his Warrant.
- A short time later, Officers would be called to the residence of the driver and his roommate from the above Calls. After the driver of the stalled vehicle was dropped off, he began destroying his house because he was upset about his roommate getting arrested. The male was Warned and Advised.
- Officers were called to Voodoo Lounge on the report of a female inside that had a large pocket knife in her back pocket. Officers were able to make contact with the female and she left the bar for the evening without incident.
- Officers were called to Clearview Drive on the report of an Intoxicated Male that was trying to get into the Reporting Party's house. The male left prior to Officer's arrival, but he was found walking by Valley Lutheran Church a short while later. He was arrested for Public Intoxication.
- While on Routine Patrol, Officers came in contact with an Intoxicated Female in the area of 7th and Main Streets. The female was arrested for Intoxication.
- Officers were called to an Intoxicated Female inside of Tony's LaPizzeria. Management directed Officers to the female in a booth without her shoes. The female could not say who she was with, or how she was getting home. She was arrested for Intoxication.
- Officers were called to a Verbal Argument in the 100 block of Tremont Street. Officers were told there was a lot of yelling going on. When Officers arrived, they found a female on the phone. She

- told Officers she was fighting with someone on the telephone. The female was Advised of the complaint.
- Officers were called to a vehicle following another vehicle through Downtown. Officers would catch up to the two vehicles and it would be learned that the Suspicious Vehicle was traveling in the same direction to go to his son's residence.
 - While Officers were on Routine Patrol, they found an occupied vehicle tucked into the St. Pat's Church parking lot. Officers noticed individuals inside of the vehicle and went to make contact. During the initial contact, Officers could detect a smell of Marijuana. A Consent Search was conducted on the vehicle. Subjects in the vehicle admitted to smoking Marijuana earlier. A record check of the individuals found that one male had an Outstanding Warrant issued out of Cedar Falls for Rioting. The Warrant was confirmed and the subject was arrested.
 - Officers were called to a Property Damage Accident involving several vehicles. Upon arrival, Officers met the driver of the vehicle. The driver of the vehicle had smashed into a parked car, and pushed that vehicle into another parked car. The driver was uninjured and was brought to the Police Department for investigation. During the investigation, it was learned that the female was intoxicated. The female began to make suicidal threats prior to being arrested. The female was transported to Allen Hospital, and will be arrested on the charge of Operating While Intoxicated 2nd Offense upon her release.
 - Officers assisted 2nd Shift with an Assault. The Reporting Party claimed her husband drug her down the stairs. The Reporting Party also claimed her husband had a gun and was carrying it. An investigation determined the Reporting Party made up the story and was extremely intoxicated and fell down the stairs. The house is unlivable due to animal feces and garbage everywhere. The Reporting Party was arrested and charged with Filing a False Report. The case was turned over to Department of Human Services and the County Attorney for Child Endangerment charges.
 - Officers called to a Suspicious Vehicle in the area of a residence on Oak Park Boulevard. Prior to Officer's arrival, it was learned the occupant of the vehicle had been sleeping in the trunk. He woke up and left the area before Officers arrived.
 - Officers called to a Burglary at a residence on West 1st Street where the Reporting Party woke up to a loud crashing sound. The front door had been kicked in. The Reporting Party believed she knows the suspect. Investigation continues.
 - Officer's responded to a Vehicle Fire near Hidden Valley on Merner Avenue. The vehicle was left unattended. Officers assisted with blocking traffic and were not needed to assist with the Fire.
 - Officer called to a Suspicious Subject. When the Reporting Party returned to her apartment she observed a subject duck down as if trying to hide from her. A short time later a silver SUV pulled into the parking lot. The Reporting Party thought someone was attempting to break in to vehicles. There was no one around when Officers arrived.
 - Officers called to an Assault in progress at a residence on West Ridgeway Avenue. Officers made contact and determined the male half had left prior to Officer's arrival. An investigation determined there was nothing physical.
 - Officers called to a Burglary at a residence on Russell Drive. Someone kicked in the garage door and ransacked the garage. Unsure what was taken. Investigation continues.
 - Officers were called to a Suspicious Subject that came up to the Reporting Party's residence and was ringing the bell. The Reporting Party did not recognize the subject and then he left on foot. Officers found a subject matching the description of the male and identified him. There was nothing more needed.
 - Officers were called to the area of Fairview Drive on the report of a Suspicious Male that was walking between houses. The Officers were unable to locate anyone, and the area was given Extra Attention for the evening.
 - A subject spoke to Officers about recovering his Stolen Bike. The male said he saw a subject with his bike in front of Oh My Grill and he approached him. The unknown male told the Reporting Party that a friend had given him the bike to use. The unknown male turned the bike over to the Reporting Party and then quickly left the area. The Reporting Party did not recognize the male, and provided a physical description. Officers were unable to locate the male again.
 - Officers conducted a series of Bar Checks on College Hill and issued citations for Alcohol Violations.

- Officers with Special Enforcement Team were contacted by Waterloo Police Department Violent Criminal Apprehension Team for assistance. Violent Criminal Apprehension Team had information that an unidentified male from Waterloo was in the College Hill area. Violent Criminal Apprehension Team wanted assistance in identifying the male as he had recently been posting on social media about criminal activity and displaying guns in pictures. Special Enforcement Team was able to locate the male in one of the College Hill bars and got the identification of the male. The information was relayed and a joint investigation continues.
- Officers were flagged down in the 300 block of Main Street for an intoxicated male. Officers made contact with the male and he was arrested for Public Intoxication.
- Officers on College Hill were notified by a storeowner of a male suspected of stealing Vape Pens from his business being on College Hill. Officers gathered information and added it to the initial case. Officers could not locate the male suspect.
- Officers made contact with a Suspicious Male in the 300 block of Washington Street. The suspect was found to be intoxicated and he was arrested for Public Intoxication.
- Officers conducted a traffic stop on Waterloo Road and the driver would later be arrested for OWI.
- Officers witnessed a vehicle crash into some garbage cans by the side of the road on West 22nd Street. Officers turned around to get behind the vehicle. As Officers turned onto Merner Avenue the vehicle began to pull away at a high rate of speed. The vehicle turned into the dead end of Floral Court and the occupants of the vehicle bailed out and ran. One subject, the Registered Owner of the vehicle, was taken into custody. The suspect denied being the driver of the vehicle, and Officers did not see who got out of the vehicle in time. The male was taken into custody for Interference and an investigation began to see if he was the driver. At the Police Station, Officers were able to view several camera angles from College Hill and West 22nd Street. Officers were able to trace the suspect leaving a College Hill bar, get into the driver's side of his vehicle in a parking lot, back the vehicle out, and go down West 22nd Street. When Officers confronted the suspect with this information he admitted to driving the vehicle. He was also arrested for Operating While Intoxicated.
- Officers were called to a Loud Party in the 2500 block of Walnut Street. Officers made contact and the renters of the house were Warned and Advised. A Loud Party referral has been forwarded to Code Enforcement with the information.
- Officers were called to the 2400 block of Royal Drive for a Burglary to a residence. The Burglary happened about 1-2 hours before the Reporting Party called. A report was started.
- Officers on College Hill took a report of an Assault to an employee of one of the bars. The employee was grabbed around the neck by a patron in the bar. Officers were able to make contact with the suspect and he was arrested for Serious Assault. A statement was taken and evidence was photographed.
- Officers were called to the 2000 block of Waterloo Road to take a report of an Assault that happened on College Hill. When Officers made contact, they learned the victim was jumped by 10-15 subjects by the west side of Great Wall of China on West 22nd Street. It was also learned that the suspects took the victim's ID, Cell phone SIM card, debit card, and Venmo card. Officers were able to go back and review video from the area. Officers found the whole Robbery on video. The suspects were no longer in the area as the victim reported the incident about 1-2 hours after it had occurred. Officers recognized some of the suspects involved because they saw them on College Hill earlier in the evening. Officers were able to track down a witness that was able to provide the name of one of the suspect individuals involved. Officers are working with IT to get enhance facial features on other suspects involved. Officers will be working with Officers from other agencies and through Social Media contacts to get more information. The investigation continues.
- Officers took a Runaway report of a 14-year old boy that had not been seen since Friday. The parents came to the Police Station to report their son not returning home. He was supposed to be at a friend's house all weekend, but he was not at the friend's and would not answer his phone. A Runaway / Missing Person's report was completed and the boy was entered National Crime Information Center.
- Officers dispatched to a residence on Lincoln Street for a report of a Violation of a No-Contact Order. The victim reported her ex-husband who she has a No-Contact Order with, called her from the residential facility. Report started.

- Officers called to a residence on Balboa Avenue for a report of a subject running an electrical cord from one apartment to the other. Officers were called there by the landlord. Officers assisted and advised the tenant this was a Fire Code Violation.
- Officers called to a residence on Convair Lane for a person calling 911 and only saying they needed Officers and hung-up. Officers discovered a Fight between three intoxicated subjects. They were separated for the night.
- Officers called to a Burglary in progress at a residence on West 9th Street. It was reported a subject arrived at the house and was shining a flashlight and trying to get into the house. The Reporting Party was watching the subject from the driveway. Officers arrived and found the subject. Turned out the male lived at the house and was using his cell phone light to get to the door and see the lock.
- Officers called to an address on Heritage Road for a subject that seemed very confused and unable to get in his house. Also told Dispatch no one would answer the radio. Officers investigated and determined the male actually lives at Bickford Cottage and has dementia and was confused about where he was.
- Officers found four nail salons on University Avenue that had been burglarized. The front glass was shattered on all four and entry was made. The suspects were Stopped in Illinois with financial documents from Burglaries in Cedar Falls and Waterloo. The investigation continues.
- Officers sent to a Disorderly where the husband and wife are going through a divorce and trying to live in the same house. They were both arguing and agreed to stay away from each other for the night. There was no physical Assault.
- Officers called to a Little Bigs where a subject fainted on the dance floor. Officers assisted paramedics with the patient.
- Officers called to a subject intoxicated sitting in his vehicle at Woodhaven. Officers made contact and found the subject was attempting to move some of his father's property. His father recently passed away. He was given a ride home and advised to come back when he was sober to move property.
- Officers sent to 700 West Ridgeway Avenue for a granddaughter that came home intoxicated. She is 15-years old. The juvenile was out of control and was taken to MercyOne by ambulance. She was admitted for treatment.
- Officers dispatched to an Intoxicated Subject attempting to enter the house. The Reporting Party chased the subject down the street. Officers checked the area and were unable to locate him.
- Officers called to a Burglary on Eagle Ridge Road. The Reporting Party arrived home to find the garage door opened and two unknown males exiting the garage. Officers checked the area and found the clothing the subjects were wearing a couple blocks away. This case is under investigation.
- Officers called to an Assault in progress at Voodoo Lounge. It was reported a male was shaking a female and grabbing her. Officer made contact with both subjects and determined they are friends just messing around.
- Officer observed a subject being Disorderly at Tony's Pizzeria. Officer made contact and determined the subject was intoxicated. He was placed under arrest and taken to Jail.
- Officers observed a pair of legs dangling over the edge of the roof to the Octopus. Officers were unsure if this was a Halloween decoration or if it was a real person. After observing the legs for a couple minutes it was apparent they belonged to a real person. Officers used a ladder and removed the intoxicated male from the roof. He was arrested and charged with Public Intoxication and Trespassing.
- Officers called to an Alarm at iTech. Officers arrived on scene and discovered the front door had been smashed and entry was gained. The business was cleared. Investigation continues into this Burglary. It appears someone threw a brick threw the front doors, stole several items and ran to the west.
- Officers called to a Loud Party at a residence on College Street. Officers made contact and determined there was no party, just a couple of subjects listening to music. They were Advised of the complaint and given a Warning.
- Officers called to a barking dog where the neighbor is concerned due to this never happening before and wants the Welfare of the occupants checked. Officers attempted to make contact and determined there was no one home. The dog was barking, but was not barking until the Officers knocked.

- Officers went to a Loud Party at a residence on College Street in relation to some Intel received. While there Officers cited three for Minor in Possession and arrested one for Public Intoxication. The party was shut down and a Loud Party Referral was sent to Code Enforcement.
- Officers called to Gold Falls for an Alcohol Overdose. The subject was intoxicated, but not necessary to be taken to the hospital. His sober friends stayed with him for the night.
- Officer observed a subject falling down on College Street. Officer observed him for a few minutes and determined he was too intoxicated to continue. The subject was placed under arrest for Public Intoxication and taken to Jail.
- Officer found a subject passed out in the back seat of a vehicle on 19th Street with the back door open. The subject was staying at the house he was in front of and the occupants took responsibility for him.
- Officer conducted a Traffic Stop on a vehicle in the 500 block of Center Street. The driver of the vehicle was placed under arrest for Driving While License Revoked.
- Officer called to a subject that was locked out of his house. His wife was supposed to leave the key to the house outside and he was unable to find it. The subject was given a ride to a friend's house.
- Officers were called to a residence on Walnut Street for a Suicidal Female. Officers had to force their way into the residence. The female was not present. Officers did locate the female later in the night and she checked OK.
- Officer located a vehicle that was possibly broken down. The driver turned out to be intoxicated and was arrested for Operating While Intoxicated.
- Officer was called to a residence on Dallas Drive for a subject with chest pains.
- Officers were called to a residence on Wynnewood Drive for a Suspicious Vehicle. Officers were unable to locate anyone.
- Officers were called to check Highway 58 for a possible Drunk Driver. As Officers were checking, Dispatch advised that the call was over five minutes old. Officers advised Dispatch to let Bremer County know about the vehicle.
- Officers were called to the Cypress Bar for Loud Music.
- Officers while on Foot Patrol on College Hill, made contact with a subject who had a Valid Warrant. The subject was arrested and taken to the Black Hawk County Jail.
- Officers were called to a residence on Thunder Ridge Boulevard to assist with a Smoke Investigation.
- Officers, while on Foot Patrol on College Hill, made contact with a subject who was extremely intoxicated. That subject was arrested for Public Intoxication.
- An Officer, while on Patrol at 4th Street and Main Street noticed some Disorderly Subjects. One subject was arrested by Officers for Disorderly and Intoxication.
- Officers were called to Little Bigs for a female who was unconscious. She was assisted to the hospital.
- Officer made a Traffic Stop in the 700 block of West 21st Street. The driver was arrested for Operating While Intoxicated.
- Officers were called to a residence on West Seerley Boulevard for Disorderly Subjects. Parties were separated for the night.
- Officers, while on Foot Patrol, were advised that a subject in Sharky's Fun House was threatening staff with a gun. Officers made contact with this subject who did NOT have a gun. He was arrested for Intoxication and Disorderly.
- Several Officers at 02:21 hours heard what they believe to be Shots Fired. Officers searched the area extensively and nothing was found.
- Officers were called to a residence on Washington Street for Loud Subjects.
- Officers were called to McDonald's on Main Street for Disorderly Subjects. Officers remained until the subjects left.

INVESTIGATIVE UNIT – Captain Michael E. Hayes

- Captain Hayes attended the Family Children's Council Executive Board meeting.
- Investigator witnessed a Child Protection Center interview of a juvenile female that may have been Sexually Assaulted.

- Investigator applied for three Arrest Warrants for subjects involved in the Cashing of Fraudulent Checks. A business late last month reported checks being Stolen from their mailbox in Industrial Park. The Investigator was able to identify two people involved in the Cashing of the Fraudulent Checks and Arrest Warrants have been issued.
- Captain Hayes attended the Sturgis Falls Board meeting.
- Brennan Kohls began his employment in the Investigative Unit. He is the new Office Assistant / Evidence Technician. He will be working closely with Officer Belz.
- Captain Hayes assisted Public Works with getting items together for the University of Northern Iowa Homecoming weekend.
- Officer Belz assisted in Firearms Training for the Reserve Unit.
- Captain Hayes worked with the Secret Service for the Laura Bush talk at the University of Northern Iowa.
- Investigators assisted First Shift Officers with a Fatality Accident near the intersection of Greenhill Road and Cedar Heights Drive.
- Investigator had to travel to Dubuque to testify for the State in a Fraud case that he worked. One of the Frauds occurred in Dubuque County.
- Captain Hayes attended the College Hill Neighborhood Board meeting.
- Captain Hayes gave a talk to volunteers at Riverview how Police Officers conduct investigations into Sexual Assaults.
- Investigator and Officer Belz assisted First Shift with a Death Investigation on West 1st Street. A forty-three year old male was found dead in his bed. The Medical Examiner stated the cause of death was not suspicious.
- Investigator and Officer Belz assisted Second Shift Officers with a Suicide in the 800 block of West 13th Street.
- Captain Hayes attended the Sexual Assault Response Team (SART) monthly meeting.
- Investigator assisted Third Shift Officers in obtaining medical records on victims from two Assaults that they are working.
- Evidence from the Fatality Accident that occurred last week was taken to the State Lab for processing.
- Investigator attended the Child Protection Center case review.
- Captain Hayes attended National Data Exchange (N-DEX) Training that was put on by Law Enforcement Information Network in Waterloo.
- Investigations were called in early to assist Third Shift with four Business Burglaries that occurred overnight. Suspects in the Burglaries were caught in Illinois. The investigation continues.
- Investigator assisted Third Shift Officer in obtaining a Search Warrant for a case that the Officer is working.
- Investigator was called in to assist Third Shift Officers with a Burglary at iTech. Suspects broke into the business breaking a window. Several items were taken, but unknown what until an inventory is completed.
- Investigators were called in to assist Second Shift Officer in a Death Investigation at a residence on Rocky Ridge Road. The body has been transported to the State Medical Examiner for an autopsy.
- Investigator began a background investigation for Public Safety Officer Applicant was assigned.
- Investigator met with an insurance adjuster reference the Fatality Accident that occurred on Green Hill Road a few weeks ago. The adjuster wanted to look at both vehicles involved in the Accident.
- Investigator assisted in watching a prisoner at MercyOne Cedar Falls.
- Investigator assisted First Shift Officers with a Counterfeit case they were working. The case involved fake \$100.00 bills.

Case Information For Month:

- Cases Assigned: 13
- Cases Closed Inactive: 3
- Cases Closed Exceptional: 0
- Cases To County Attorney For Review: 1
- Cases Closed By Arrest/Warrant: 3

Cellbrite Extractions:

- On 10-20-19, examined two (2) Androids for a Suspicious Death case.
- Total devices examined for the month was two.

School Resource Officer:

- School Resource Officer Ferguson was called to Peet Jr. High School on the report of an Assault. A report was initiated and further follow-up will be done.
- School Resource Officer Ferguson took a report of Criminal Mischief to a vehicle at the Cedar Falls High School. The car Vandalized was owned by the school system.
- School Resource Officer Ferguson gave talks on 'Bullying' to one class of 4th Graders at North Cedar Elementary School and one 4th Grade class at Cedar Heights Elementary.
- School Resource Officer Ferguson gave talks on 'Internet Safety' to a 5th Grade class at North Cedar Elementary School, three 6th Grade classes at Cedar Heights Elementary School, four 7th Grade classes at Holmes Jr. High School and one 6th Grade class at Hansen Elementary School.
- School Resource Officer Ferguson was called to Southdale Elementary School on the report of a 1st Grader that ran off. He was found and returned to the school. The school will make contact with the parent.
- School Resource Officer Ferguson met with students, parents, Department Of Transportation officials, and school administrator's reference school permits.
- School Resource Officer Ferguson took a juvenile into custody for Assault. The Assault occurred at Peet Jr. High School.
- School Resource Officer Ferguson assisted administrators on three separate occasions at Orchard Hill Elementary School with unruly children. The children were sent home with family members for the day.
- School Resource Officer Ferguson and Captain Hayes assisted Lincoln Elementary School and Southdale School with traffic direction while they conducted an off-site evacuation practice.
- School Resource Officer Ferguson talked with an individual who stated that they were hit while in the parking lot at Cedar Falls High School.
- School Resource Officer Ferguson took a Harassment report from a student reference a Snapchat they had received.
- School Resource Officer Ferguson conducted follow-up on a Fight that occurred at the Cedar Falls High School. All involved in the Fight were suspended and no charges are being pursued at this time.

CSI Report:

- During the month of October, attended annual Firearm Qualification and assisted with Firearm Instruction at two In-Service Meetings.
- During the month of October, began case research in preparation for the upcoming 2015 property disposal in January.
- Officer Belz testified in Court for the Jerry Evans case. He is accused of Sexually Assaulting a minor female.

Crime Scene

- 10/16/19 – assisted First Shift Officers at the scene of a Death on West 1st Street.
- 10/16/19 – assisted Second Shift Officers at the scene of a Suicide on West 13th Street.
- 10/20/19 – assisted Second Shift Officers at the scene of a Suicide on Center Street.
- 10/24/19 – assisted Third Shift Officers at the scene of four Business Burglaries along University Avenue.
- 10/26/19 – assisted Third Shift Officers at the scene of a Business Burglary on University Avenue.
- 10/27/19 – assisted Second Shift Officers and Detectives at the scene of a Suicide on Rocky Ridge Road.

Crime Lab:

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

Property Room

- Found property from July through September 2019 were posted to the City website and Police Department Facebook page.
- The quarterly drug audit was completed for July through September 2019.
- The quarterly cash audit was completed for July through September 2019.
- The quarterly firearm audit was completed for July through September 2019.
- Twenty-five items of property were released to their owners.
- Two hundred eight pounds of prescription drugs brought in for destruction by citizens from April through October 2019 were incinerated.
- Counterfeit bills from two closed cases in 2019 were sent to the Secret Service for destruction.

Evidence / Property:

- Evidence entered: 93
- Found property entered: 16
- Property held for safekeeping: 1
- Evidence tested for outside agencies: 4
- CD's entered by Officers: 132
- Attorney video copies: 122
- Attorney requests (not video): 2

POLICE RESERVE UNIT – Lieutenant Brooke Heuer

- Reserve Officers assisted with staffing for the University of Northern Iowa Homecoming on October 4th and 5th.
- Reserve Officers Aries, Hines and Spray attended Module E Training at Hawkeye Community College on October 26th and 27th. These Officers continue to test on the Modules after receiving the training.
- The majority of the Reserve Officers attended Firearms Training on October 8th. They completed Rifle, Shotgun, and Night Handgun Qualification. Some Reserve Officers trained with new holsters and handgun flashlights. Reserve Officers who were unable to attend on the 8th attended with career Officers during their in-service days.
- During the month of October, Reserve Officers Hines and Spray completed their Required Weapons Training and Qualifications. Their application paperwork has been submitted to the Iowa Law Enforcement Academy for their Weapons Certification.
- Reserve Officer Jaeger staffed the 'Drug Take Back' on October 26th at the Public Safety Building.
- Narcan Training was offered to Reserve Officers along with career Officers on October 24th and 25th.
- Reserve Officers Erickson and Kelley continue to Field Train on Second and Third Shifts.
- Reserve Officer Kelley continued to work on his Module Testing for his Certification.
- Reserve Officers worked during Second and Third Shift hours to assist Patrol during the month of October. 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 October, the Reserve Unit logged a total of 278 hours of ride time and training time off-duty and 25 hours of on-duty training time. The hours for each Reserve Officer of off-duty time are as follows:

| NAME | HOURS |
|--------------|------------|
| Aries, Adam | 22 |
| Bostwick, J | 16.5 |
| Buck, M | 19.5 |
| Burg, A | 27.5 |
| Cross, K | 25.5 |
| Erickson, N | 24 |
| Griffin, T | 36 |
| Hines, C | 21 |
| Jaeger, D | 27 |
| Kelley | 30 |
| Spray | 29 |
| TOTAL | 278 |

POLICE TRAINING EVENTS – Lieutenant Marty Beckner

- National Crime Information Center (NCIC) Recertification Exams were taken for those close to their expiration dates.
- Officers Abbott, Baltus, Bruggeman, Lenox and Putney continued their Phase II Field Training.
- Officer Hoffa began Shadow Phase of her Field Training Program on Third Shift.
- Officer Schmidt graduated from the Iowa Law Enforcement Academy 83rd Intermediate II Academy at Hawkeye Community College.
- Officers Getz and Hoeft continued classes at the Iowa Law Enforcement Academy in Johnston, IA.
- Lieutenant Rea and Officer Burkhardt attended the Iowa Association of Women Police Officer's Business Conference in Urbandale, IA.
- October Police In-Service Training consisted of Shotgun, Rifle, and Night-time Duty Pistol Qualifications. Instructors were Captain Smith, Lieutenants McNamara and Zolondek, Officers Belz, Mercado and Schwan. Training was held at the Black Hawk County Sheriff's Office Training Range in Raymond, IA.
- All Police Radios were reprogrammed by RACOM.
- Officer Russell assisted at Iowa Law Enforcement Academy with Precision Driving Instruction for the 289th Basic Class.
- Lieutenants Heuer and Beckner assisted at Iowa Law Enforcement Academy with Domestic Violence scenarios and evaluations for the 289th Basic Class.

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:October 2019Total 2019

ITEM 7.

Group A Crimes

| | | |
|--------------------------|----|-----|
| Murder | 0 | 0 |
| Kidnapping / Abduction | 0 | 2 |
| Forcible Rape | 1 | 9 |
| Forcible Sodomy | 0 | 0 |
| Forcible Fondling | 0 | 13 |
| Robbery | 1 | 3 |
| Assault | 13 | 164 |
| Arson | 0 | 4 |
| Extortion / Blackmail | 0 | 0 |
| Burglary / B&E | 22 | 97 |
| Theft | 48 | 400 |
| Theft / Motor Vehicle | 0 | 22 |
| Counterfeit / Forgery | 5 | 40 |
| Fraud | 8 | 78 |
| Stolen Property | 0 | 2 |
| Vandalism | 10 | 137 |
| Drug Offenses | 7 | 142 |
| Porn / Obscene Material | 0 | 2 |
| OP / Pro / Asst Gambling | 0 | 1 |
| Prostitution | 0 | 1 |
| Weapon Law Violation | 0 | 11 |

Group B Crimes

| | | |
|--|----|-----|
| Theft by Check | 0 | 9 |
| Disorderly Conduct | 5 | 64 |
| Operating While Intoxicated | 11 | 118 |
| Public Intoxicated / Liquor Violations | 27 | 172 |
| Non-Violent Family Offense | 0 | 7 |
| Liquor Law Violation | 0 | 4 |
| Peeping Tom | 0 | 1 |
| Runaway | 5 | 15 |
| Trespassing | 1 | 22 |
| Other Offenses | 9 | 125 |

| | | |
|------------------------|-----|-------|
| Group A Total: | 115 | 1,128 |
| Group B Total: | 58 | 537 |
| Total Reported Crimes: | 173 | 1,665 |

Traffic Accidents

| | | |
|--------------------------|----|-----|
| Other | 0 | 0 |
| Personal Injury | 10 | 43 |
| Property Damage | 33 | 365 |
| Total Reported Accidents | 43 | 408 |

Driving Offenses

| | | |
|-----------------------------------|---|----|
| Driving While Barred | 4 | 23 |
| Driving While Suspended / Revoked | 3 | 22 |
| Eluding / Peace Officer | 0 | 2 |
| Total Driving Offenses | 7 | 47 |

| | | |
|----------------------------|-------|--------|
| Alcohol/Tobacco Violations | 6 | 93 |
| Calls For Service | 1,504 | 15,418 |
| Total Arrests | 91 | 796 |

CEDAR FALLS FIRE RESCUE
OCTOBER FIRE DEPARTMENT ACTIVITIES:

- Station #1 (Blue Shift):
 - Public Education Activity – ‘Touch a Truck’ at Lowell Elementary School and provided ‘Fire Prevention Week’ presentations at Southdale and Hansen Elementary Schools, Valley Lutheran School and one in-home daycare.
 - Public Relations Activity – Participated in a Junior Firefighter birthday event and provided ‘Fire Prevention Week’ presentations at St. John’s and Orchard Hill Elementary Schools.
- Station #1 (Green Shift):
 - Fire Prevention Activities – Provided ‘Fire Prevention Week’ presentations at St. Patrick’s and North Cedar Elementary Schools and show Engine 502 truck and gear at A-Z Learning Center.
 - Provided three Smoke Detector Checks / Installs.
 - Provided four Station Tours that included Preschoolers from A-Z Learning Center and St. John’s Elementary and a retired Officer with grandkids.
 - Public Relations Activities – Made an appearance at Church of the Nazarene Fall Festival with Air Care Landing and assisted in a photo shoot of the new Public Safety Building for InVision Architecture.
- Station #1 (Red Shift):
 - Provided one Smoke Detector Check / Install.
 - Public Education Activities – Provided ‘Fire Safety’ presentations at Lincoln and North Cedar Elementary Schools.

FIRE ALTERNATIVE STAFF:

- Part-time and POC Firefighters contributed 66 hours of Shift Duty in October.

FIRE INSPECTIONS – Battalion Chief Curt Hildebrand

- October Rental Inspections: 126
- October Re-Inspections: 14

FIRE TRAINING EVENTS – Lieutenant Marty Beckner

- 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.
- Naloxone Training was provided by Pathways & 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.
- All three Shifts completed walk-throughs of the new Holiday Inn & Conference Center.
- All Fire Radios were reprogrammed by RACOM.

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.

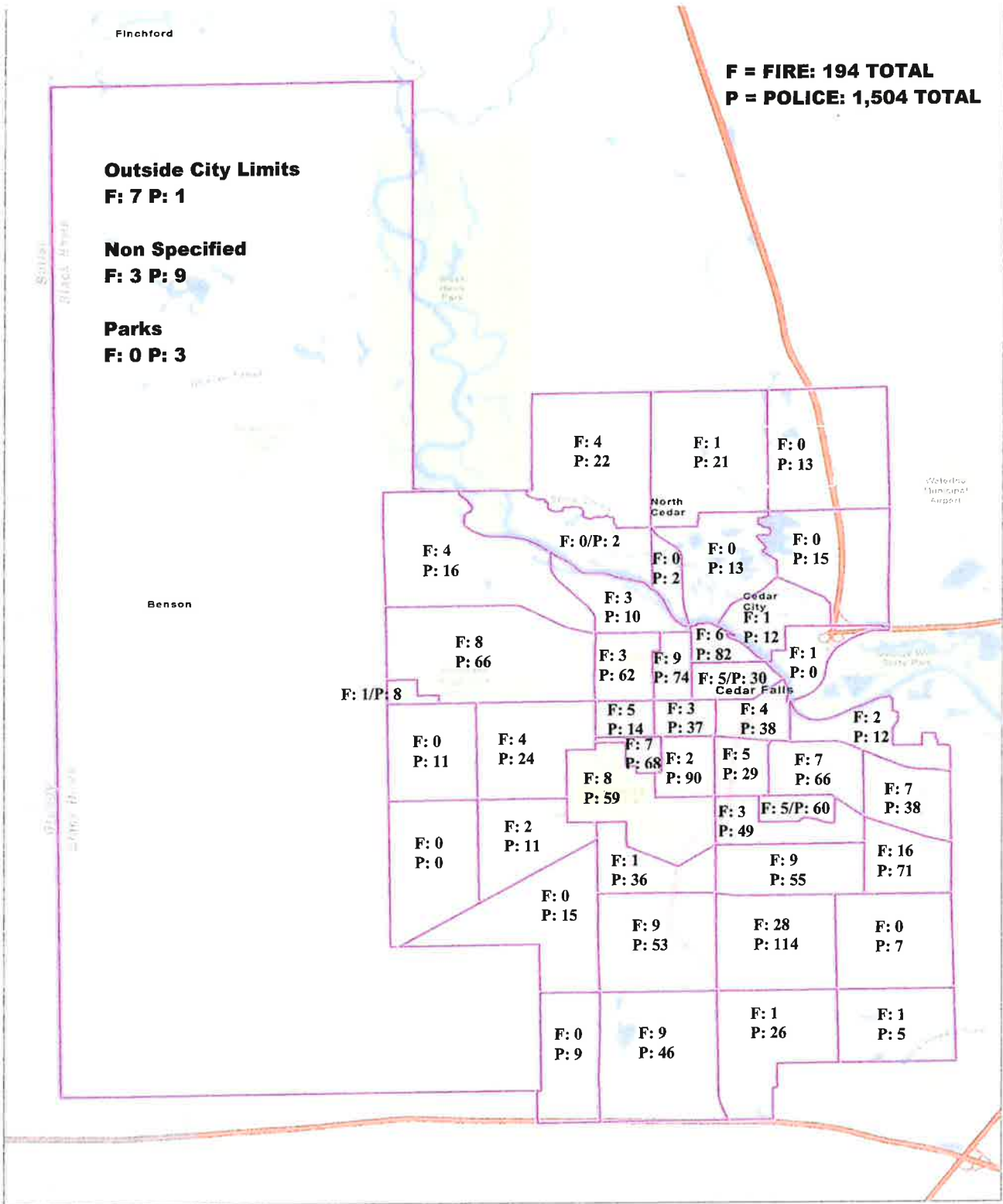
FIRE RESCUE CALLS FOR SERVICE

| 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 | |
|--------------------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|--|
| Medical | 101 | 114 | 92 | 100 | 103 | 97 | 92 | 121 | 103 | 117 | | |
| Cancelled, False Alarms, Good Intent | 48 | 114 | 51 | 59 | 48 | 61 | 51 | 57 | 68 | 66 | | |
| Fire, Heat, Hazard, Weather Related | 10 | 17 | 17 | 19 | 13 | 16 | 13 | 15 | 13 | 11 | | |
| Totals | 159 | 185 | 160 | 178 | 165 | 174 | 156 | 193 | 184 | 194 | | |

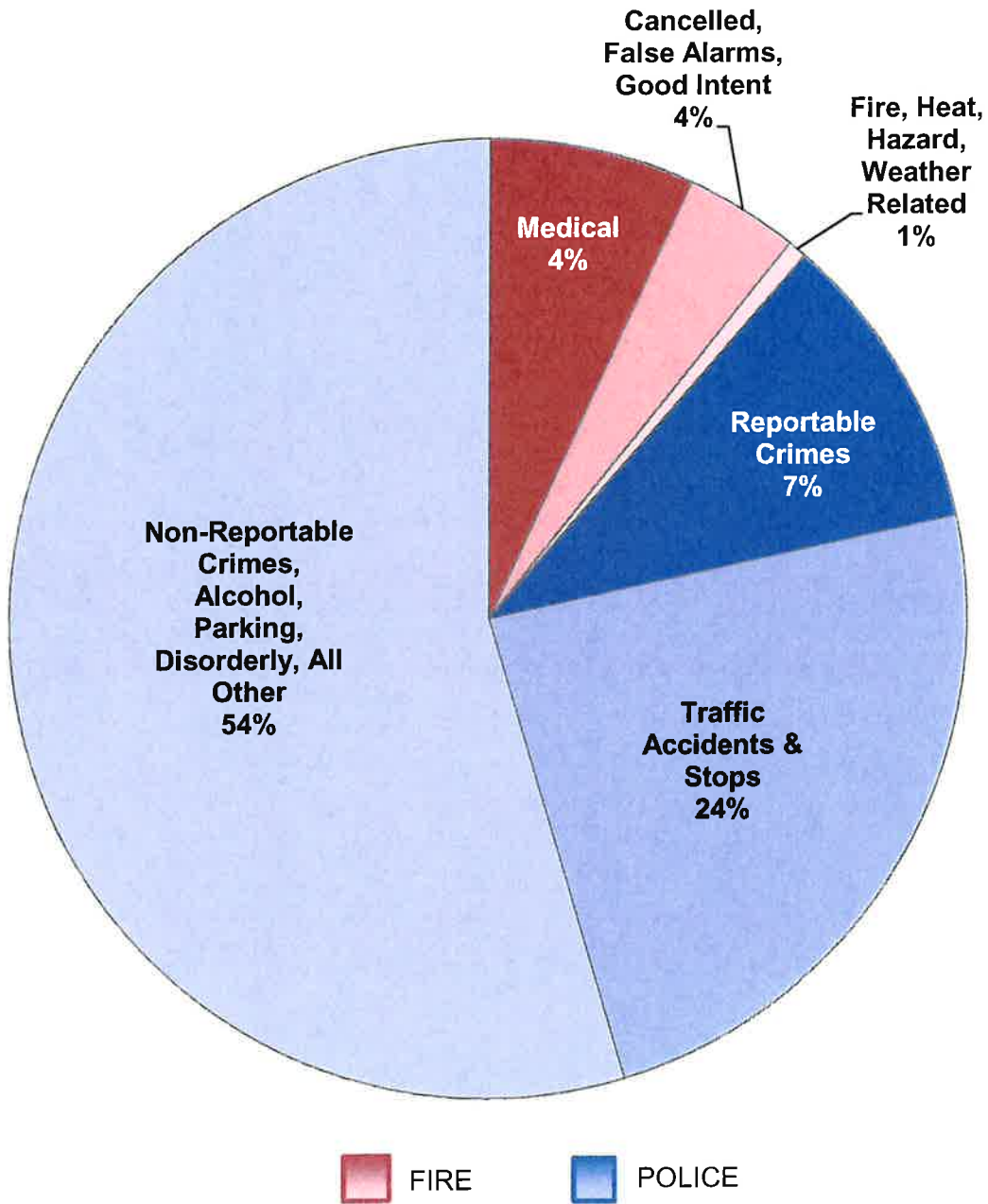
| Type of Incident (per year) | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 |
|-----------------------------|-------|-------|-------|-------|-------|-------|-------|-------|
| Non-Medical CFS | 991 | 1,056 | 1,052 | 948 | 840 | 911 | 900 | 772 |
| Rescue / EMS Related | 1,021 | 1,047 | 1,049 | 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 7.



Cedar Falls Public Safety Experience Survey (October)



Instructions on the reverse side

For period (MM/DD/YYYY) 01 / 01 / 2020 through June 30, 2020

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA Greenleaf Tobacco and Vapor Inc.
Physical Location Address 5901 University Ave City Cedar Falls ZIP 50613
Mailing Address 5901 University Ave City Ave State IA ZIP 50613
Business Phone Number 651-500-7897

Legal Ownership Information:

Type of Ownership: Sole Proprietor [] Partnership [] Corporation [X] LLC [] LLP []
Name of sole proprietor, partnership, corporation, LLC, or LLP Greenleaf Tobacco and Vapor Inc
Mailing Address 10397 Andrea Tr. City Independence State MN ZIP 55077
Phone Number 651-500-7897 Fax Number 651-423-3344 Email Mmirib@comcast.com

Retail Information:

Types of Sales: Over-the-counter [X] Vending machine []
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes [] No [X]
Types of Products Sold: (Check all that apply)
Cigarettes [X] Tobacco [X] Alternative Nicotine Products [X] Vapor Products [X]

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store [] Bar [] Convenience store/gas station [] Drug store []
Grocery store [] Hotel/motel [] Liquor store [] Restaurant [] Tobacco store [X]
Has vending machine that assembles cigarettes [] Other []

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) Mohammed Mirib Name (please print)
Signature Mohammed Mirib Signature
Date 11-20-19 Date

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY - MUST BE COMPLETE

- Fill in the amount paid for the permit: \$50.00
Fill in the date the permit was approved by the council or board:
Fill in the permit number issued by the city/county:
Fill in the name of the city or county issuing the permit: Cedar Falls
New [X] Renewal []

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
Fax: 515-281-7375

**DEPARTMENT OF PUBLIC SAFETY SERVICES**

POLICE OPERATIONS
CITY OF CEDAR FALLS
4600 SOUTH MAIN STREET
CEDAR FALLS, IOWA 50613

319-273-8612

MEMORANDUM

To: Mayor Brown and City Councilmembers
From: Jeff Olson, Public Safety Services Director/Chief of Police
Date: November 26, 2019
Re: Beer/Liquor License Applications

Police Operations has received applications for liquor licenses and/ or wine or beer permits. We find no records that would prohibit these license and permits and recommend approval.

Name of Applicants:

- a) Clarion Inn, 5826 University Avenue, Class B liquor - renewal.
- b) Sharky's Fun House, 2223 College Street, Class C liquor & outdoor service - renewal.
- c) Hy-Vee Gas, 6527 University Avenue, Class C beer - change in ownership.
- d) Hy-Vee Food Store, 6301 University Avenue, Class E liquor - change in ownership.



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

INTEROFFICE MEMORANDUM
Information Systems Division

TO: Mayor Jim Brown and City Council Members
FROM: Julie Sorensen, Information Systems Manager
DATE: November 21, 2019
SUBJECT: Agreement with Professional Office Services for Printing Currents

The contract for printing services for Currents magazine was up for renewal this year. We requested bids from several companies and had three returned. We've included a summary of the bids below:

| | Professional Office Services | Woolverton | McKenna |
|-------------------|---|---------------|----------|
| 16 page | \$4411 | \$4505 | \$14,512 |
| 20 page | \$5211 | \$5689 | \$17,415 |
| 24 page | \$5964 | \$6540 | \$21,285 |
| 28 page | \$6716 | \$7864 | \$24,187 |
| Fold out option | \$1107-1729 (dependent on # of other pages) | \$1400 | N/A |
| Proof corrections | \$0 | \$10 per page | \$0 |

We recommend going with the lowest bid and awarding the contract to Professional Office Services. The agreement would be effective immediately because work on the Winter 2020 edition of Currents would begin the week of December 9.

The new service agreement is attached here for your approval. City attorney, Kevin Rogers, has reviewed and approved.

If you need further information please feel free to reach out to me at 319-268-5111.

Attachment: POS Professional Office Services, Inc. Service Agreement

Service Agreement Print and Marketing Collateral

This service agreement is entered into between Professional Office Services, Inc., located at 2757 Burton Avenue/P.O. Box 450, Waterloo, IA 50704 and the Customer named below. The agreement shall take effect on the date of execution.

1 Terms of Service

- 1.1 Professional Office Services, Inc. (POS) agrees to offer products and services as specified in the customer's RFP.
- 1.2 Services rendered by third parties are exclusive from POS and subject to the terms of the agreements made directly between the company and the third party.
- 1.3 POS uses customer samples in its marketing materials. To request that samples not be included please indicate your preference on proof approval forms or make known by contacting POS at info@poscorp.com.
- 1.4 POS agrees to comply with all terms specified in the Customer's request for proposal.

2 Warranty

- 2.1 EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, POS EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, AND GUARANTEES WITH RESPECT TO THE SERVICES PROVIDED, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING, WITHOUT LIMITATION, STATEMENTS REGARDING CAPACITY, SUITABILITY FOR USE OR PERFORMANCE OF THE SERVICES, NOT CONTAINED IN THIS AGREEMENT SHALL BE DEEMED TO BE A WARRANTY BY POS.

2.2

Neither party is liable for any delay or failure to perform its obligations under this Agreement due to any event beyond its reasonable control including an act of god, inclement weather, flood, lightning, fire, industrial action the act or omission of any government, terrorism, war, military operations or riot.

3 Payment Terms

- 3.1 Customer agrees to pay all charges incurred for services. Charges incurred are net due upon receipt. A service charge of 1.5% may be applied to amounts 30 days past the date of invoice. This shall not exceed more than 5% annually.
- 3.2 A credit hold may be placed on Customer accounts when a 60 day balance is unpaid. Services will not be rendered until the 60 day balance is paid in full.
- 3.3 Pricing shall be as identified in the proposal.

4 Termination of Service

- 4.1 POS may refuse service or terminate this agreement given a 10 day notice if the customer does not adhere to payment terms.
- 4.2 Customer may terminate this agreement prior to the initial 1 year term or during any subsequent term upon failure of POS to comply with terms of this agreement, including those requirements set forth in the Customer's request for proposal.
- 4.3 POS or the customer may terminate this agreement given a 30 day notice for any reason.

5 Indemnity & Interpretation

5.1 To the fullest extent permitted by law, POS agrees to pay on behalf of, indemnify, and hold harmless each of the Combined Municipal Utilities of the City of Cedar Falls, Iowa, its appointed Trustees, and its Officers, Directors, Managers, Supervisors, and employees against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for any damages which may be asserted, claimed or recovered against any of them 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 negligently provided by POS to any of the Municipal Utilities of the City of Cedar Falls, Iowa pursuant to the provisions of this agreement.

5.2 POS agrees to maintain the Technology Errors and Omissions insurance and Privacy/Network Security (Cyber) liability coverage as required by Customer's RFP, attached as Schedule B.

ITEM 10.

5.3 This Agreement shall be interpreted according to the laws of the State of Iowa.

Signatures

CUSTOMER: _____

ADDRESS: _____

EMAIL: _____

(TO RECEIVE COPY OF AGREEMENT)

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

PROFESSIONAL OFFICE SERVICES

ADDRESS: 2757 BURTON AVE/PO Box 450

WATERLOO, IA 50703

SIGNATURE: _____

NAME: MATT BIGLER

TITLE: VICE PRESIDENT OF SALES

DATE: _____



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

ITEM 11.

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

INTEROFFICE MEMORANDUM
Information Systems Division

TO: Mayor Jim Brown and City Council Members
FROM: Julie Sorensen, Information Systems Manager
DATE: November 26, 2019
SUBJECT: Agreement with The Davenport Group for Migration of Firehouse Data

It has become an increasing challenge to have a consistent system of record for billing of commercial inspections and code enforcement of rental housing. We believe that LAMA (The Davenport Group's Land Management software) will be a more viable solution for these challenges. We believe that moving these processes in to LAMA aligns with our goal to have better system integration, less redundant data, and will move us to the ultimate goal of having a history of each address in one system.

We have worked with The Davenport group to plan the details needed for the migration and system set up. Our goal is to implement rental inspections in January 2020 and follow up with commercial inspections when they begin in the spring. We recommend approving the change order.

The attached document includes three parts the Change order to the original agreement, the tasks that will be completed with estimated timelines, the current rate schedule and the original resolution and agreement. City attorney, Kevin Rogers, has reviewed and approved the change order.

If you need further information please feel free to reach out to me at 319-268-5111.

Attachment: Change Order Number One to Agreement for the Installation and Use of Lama Software

CHANGE ORDER NUMBER ONE TO THE AGREEMENT
FOR THE INSTALLATION AND USE OF LAMA SOFTWARE
BETWEEN THE CITY OF CEDAR FALLS AND THE DAVENPORT GROUP USA, LTD.



This Change Order, being Change Order Number One, is made and entered into on the date below, by and between the City of Cedar Falls, an Iowa municipal corporation, hereinafter referred to as “City,” and The Davenport Group USA, Ltd, hereinafter referred to as “Davenport” for additional services beyond those contemplated in the original agreement for the installation of Land Management Software, hereinafter known as “LAMA,” and services related thereto as spelled out in the original contract of August 1, 2016.

Whereas, on or around November 13, 2019 the City decided it desired to pursue configuring LAMA to receive rental housing data and business occupancy related to annual fire protection inspections, undertake related data migration and testing, train users on the new functionality, and receive assistance from Davenport with going live on the addition. The scope includes one day of training on the new functionality and one day of go-live assistance; these events to involve one trip and two consecutive days.

Whereas, Davenport estimates that the above services, which are more fully set out in an email from Jerry Davenport to Julie Sorensen on October 29, 2019, will be billed at Davenport’s current hourly rates, set out as Attachment B, and is estimated to cost Twelve Thousand Four Hundred (\$12,400.00) Dollars, with a contingency of Two Thousand Four Hundred Eighty (\$2,480.00) Dollars to cover unexpected costs in travel, unexpected problems in data migration, the decision to add an extra day of training if the parties deem it necessary, and other events or situations not addressed in Attachment A.

Now, therefore, the Agreement shall be amended as follows:

Davenport shall undertake the services as set out above and more fully described in the email noted above, which is attached, as Exhibit A, and complete the same within 90 days from contract execution, assuming no delays on the City’s part. The City shall compensate Davenport for said work consistent with the above, the amount to be invoiced on a monthly basis as work is completed.

The original contract dated August 1, 2016, attached as Exhibit C, is hereby ratified and confirmed except as expressly amended in this Change Order Number One.

Executed this the ___ day of _____, 2019.

The Davenport Group USA, Ltd.
Crystal Lake, IL 50014
Dated: November 19, 2019

By: 
Jerry P Davenport, President

City of Cedar Falls, Iowa
Dated: _____

By: _____
James P Brown, Mayor

Attachment A

Email:

From: Jerry P Davenport

To: Julie Sorensen

Dated: October 29, 2019

.....

So I am giving you a quote for configuring LAMA to receive rental housing data, undertaking a data migration and testing, and training users, and assisting in go-live.

And you want a breakout for commercial versus residential. I assume that multifamily is commercial.

1. Analyze existing data structure in Firehouse and configure LAMA to receive the data from Firehouse. (\$1,200) (2 days) (save \$200 if we can ignore residential)
2. Create a Test Database in DG Cloud for Development and Testing. Create user account for City review. (\$1,200) (2 days) (no savings for commercial only)
3. Design, develop, and Code the Data Migration model (\$3,000) (one week) (save \$400 if we can ignore residential)
4. Migrate the data into the Test Database; check for problems; revise and rerun if necessary. (\$1,200 to \$1,800) (1-2 days) (no savings for commercial only)
5. City to review the migration, and identify changes. (NC) (one week)
6. Revise the Data Migration model; revise and rerun if necessary. (\$600 to \$1,200) (2 days) (no savings for commercial only)
7. Create any forms and reports needed. (\$1,200) (one week) (no savings for commercial only)
8. Receive an updated database on a Friday. (no savings for commercial only)
9. Backup the existing database. (NC)
10. Run the data migration into the live LAMA database over the weekend and monitor results; check for problems; restore, revise and rerun if necessary. (\$600 to \$1,800) (no savings for commercial only)
11. Come on site to train staff on using program on Monday and stay with Go-Live through Tuesday (\$2,400, plus \$1,000 travel expenses) (no savings for commercial only)

Total \$12,400 with 20% contingency.

Attachment B

The Davenport Group USA, Ltd*Current Hourly Rates for Services, and Travel Costs***Rate Sheet**

Effective July 1, 2019

| <i>Position</i> | <i>Amount (per hour)</i> |
|---------------------------------------|--------------------------|
| Division Chief – Software Development | \$200.00 |
| Division Chief – Functional Processes | \$176.00 |
| Section Chiefs | \$148.00 |
| Mobile Team Development Lead | \$148.00 |
| Web Team Development Lead | \$148.00 |
| Senior Business Analyst | \$148.00 |
| Senior Project Manager | \$136.00 |
| Documentation and Training Specialist | \$136.00 |
| Support Specialists | \$136.00 |
| Project Manager(s) | \$124.00 |
| Configuration Specialist(s) | \$124.00 |
| Foreign Language Consultant | \$124.00 |

Note: These are our hourly rates for custom work or additional services. Some proposals may have somewhat lower rates reflecting efficiencies more extensive scopes of work. Support services for clients that are not on annual maintenance are set at 150% of the above rates.

Travel Costs (per person)

| | |
|---------------|--|
| Airfare | Simple reimbursable. Economy with bag check. |
| Parking | Simple reimbursable based on charges from airports. |
| Auto Rental | Simple reimbursable for mid-size auto. Includes gas charges. |
| Vehicle Miles | \$0.58 / mile (does not apply to auto rental) |
| Lodging | Simple reimbursable, usually at Marriott Courtyard or similar motel/hotel. |
| Food | Per diem at \$65 per day (\$15 breakfast; \$20 lunch; \$30 dinner) |

Attachment C

RESOLUTION NO. 20,168

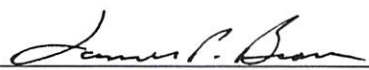
**RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AN AGREEMENT
FOR THE INSTALLATION AND USE OF LAMA SOFTWARE WITH THE
DAVENPORT GROUP USA, LTD. RELATIVE TO CODE ENFORCEMENT
SOFTWARE REPLACEMENT**

WHEREAS, the City Council of the City of Cedar Falls, Iowa, has considered approving and authorizing execution of an agreement for the installation and use of LAMA Software with the Davenport Group USA, Ltd., relative to code enforcement software replacement, and

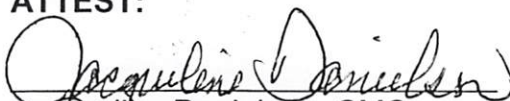
WHEREAS, the City Council of the City of Cedar Falls, Iowa, deems it in the best interest of the City of Cedar Falls, Iowa, to approve and authorize execution of said Agreement.

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that said Agreement is hereby approved and the Mayor and City Clerk are hereby authorized to execute said Agreement on behalf of the City of Cedar Falls, Iowa.

ADOPTED this 1st day of August 2016.


James P. Brown, Mayor

ATTEST:


Jacqueline Daniels, CMC
City Clerk

AGREEMENT

FOR THE INSTALLATION AND USE OF LAMA SOFTWARE

This Agreement is entered into this the 1st day of August, 20 16, by and between the City of Cedar Falls, in the State of Iowa, hereinafter referred to as "CLIENT," and the Davenport Group USA, Ltd., hereinafter referred to as "DAVENPORT" for the installation of Land Management Software, known as LAMA Server, hereinafter sometimes also referred to as LAMA or LAMA Software, and one or more of its modules, and other services, as specifically provided herein and which is hereinafter referred to as the "Project."

A. Scope of Work

1. Project Description

The Project is more specifically defined as follows: Installation of an automated digital computer software system addressing the following functional areas:

- Core Components
- Permitting and Inspections
- Licensing
- Code Enforcement, Inspections and Adjudication
- Planning, Projects and Development Review
- Historic Properties
- Redevelopment
- Work Orders
- Infrastructure and Asset Management
- Mobile Tablet/Phone App
- Electronic Markup in Plan/Development Review
- Exchange Integration
- Public Web Module

2. Agreement Attachments

- | | |
|-----------|---|
| Exhibit A | Scope of Work |
| Exhibit B | Project Cost Summary |
| Exhibit C | Schedule and Milestones |
| Exhibit D | LAMA Software License Agreement |
| Exhibit E | LAMA Software Escrow Agreement |
| Exhibit F | DAVENPORT's Current Hourly Rates for Services and Travel Costs |
| Exhibit G | Minimum Specifications for Client's Computers |
| Exhibit H | Detail of Responsibilities |
| Exhibit I | City Insurance Requirements |
| Exhibit J | Standard Terms and Conditions for Contracts Between Contractors Who Perform Professional Services and the City of Cedar Falls |

3. Commencement Date

- a. The commencement date for the services (the “Commencement Date”) to be provided by DAVENPORT shall be the date upon which it is in receipt of all of the following: (1) a fully executed original of this Agreement, and (2) notice to proceed provided by CLIENT, but in no event later than 14 days after DAVENPORT is in receipt of the foregoing items. DAVENPORT shall not be obligated to perform any work pursuant to the Project, including labor or materials, prior to the Commencement Date as defined herein.
- b. A Scope of Work is attached hereto as Exhibit A. A Projected Schedule or Timeframe is attached as Exhibit C. Upon the completion of the Configuration Study, the parties shall agree upon a revised Exhibit C, which provides definite time periods for the completion of the Project, with the final deadline for completion being in eight (8) months from Commencement Date.

4. **Capitalized Terms; Cost for Work Not Included in Agreement**

- a. Capitalized terms shall have the meanings expressly set forth in this Agreement, or if not defined in this Agreement, as set forth in the Exhibits to this Agreement. If capitalized terms are not specifically defined in this Agreement or in the Exhibit, they shall have such meanings as are common in the computer software industry.
- b. Any services which are not included in this Agreement that are requested by CLIENT and which DAVENPORT agrees to perform, shall be performed at such cost as the parties shall mutually agree upon in writing, and at DAVENPORT’s hourly rates then in effect. By way of reference, the current hourly rates for DAVENPORT’s services are as specified in Exhibit F, attached hereto.

B. Duties and Responsibilities of the Parties

1. Scope of Work; Description of Services

After the Commencement Date, DAVENPORT shall perform the services as described in Exhibit A. DAVENPORT agrees to perform the services provided for in this Agreement in accordance with generally accepted professional standards in existence at the time of performance of the services. If during the two-year period following the completion of the services, it is shown that there is an error in services solely as a result of DAVENPORT’s failure to meet these standards, DAVENPORT shall re-perform the substandard services as may be necessary to remedy such error at no cost to CLIENT. Except as otherwise expressly provided for in this Agreement or in the Exhibits incorporated into this Agreement, DAVENPORT 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.

2. Maintenance and Support

DAVENPORT shall provide the following maintenance and support services to CLIENT immediately following installation of the system components for CLIENT. Annual Maintenance

and Technical Support fees are included in the contract price for the first year following installation, and are renewable on the anniversary date of client software installation.

- a. LAMA modifications to correct defects or errors that are reported to DAVENPORT.
- b. Any upgrades to LAMA's Core Components and modules that are installed on CLIENT's computers. DAVENPORT will provide the CLIENT with a software release schedule. Update packages with release notes and testing results will be provided by DAVENPORT for CLIENT review. All components of the update packages shall be applied to the CLIENT system by DAVENPORT.
- c. Unlimited technical support via telephone and eTicket on-line support system during any period of annual maintenance. However, CLIENT's help desk shall provide first level support to CLIENT's users.
- d. Fee schedules, not related to software bugs, shall be updated by DAVENPORT once per year, at the CLIENT's request.
- e. LAMA enhancement requests may be submitted by CLIENT to DAVENPORT. Enhancement requests will be reviewed by DAVENPORT and may be incorporated into future releases at DAVENPORT's cost. CLIENT understands that submittal of any enhancement request does not obligate DAVENPORT to provide a modification to the LAMA program.
- f. Custom code not tested and accepted by DAVENPORT is outside the scope of services provided herein. DAVENPORT has no obligation to maintain and support custom code not tested and accepted by DAVENPORT.
- g. If the CLIENT does not have an available ArcGIS Server 10.x or greater instance, DAVENPORT will perform one (1) GIS update annually. If an ArcGIS Server 10.x or greater instance is available, GIS updates shall be configured to run weekly or nightly on the application server.
- h. LAMA Software includes fee calculations. These calculations are subject to classifications that are peculiar to the CLIENT's processes and logic, and are extremely sensitive to user control. DAVENPORT is not in a position to determine if any of the fees are correctly determined. The CLIENT agrees that it will always check the fees to ensure that they are accurate before taking any action based on them. DAVENPORT shall not be liable for any mistakes in fees.
- i. Annual maintenance only covers maintenance in one environment – by default, the production environment. DAVENPORT is willing to maintain other environments but the costs of doing so are in addition to the Implementation Costs under this Agreement.

3. Not Responsible for Damages Due to Unforeseen Delays

Neither CLIENT nor DAVENPORT shall be responsible for any damages resulting from delays outside of its reasonable control, including, but not limited to, strikes, lockouts, accidents, acts of God, or cancelled flights.

4. Information to be Provided by Client

- a. The CLIENT shall provide all information necessary for DAVENPORT to configure LAMA, including but not limited to:
 - (1) Current fee structures and methodologies relating to the modules selected.
 - (2) Current case types, work flow processes, dependent and tracked details and related information for the modules selected.
 - (3) Completed examples of all current forms, letters and reports used by the CLIENT relating to modules selected.
 - (4) Responses to questionnaires submitted by DAVENPORT.
- b. This Project involves data migration. DAVENPORT shall write a program to migrate Parcel, Owner, and Address data and other data sources as specifically identified in Exhibit B. It is important to DAVENPORT that the database structure not change during the course of this contract. In the event that the CLIENT, or the party from which the CLIENT is receiving the data, changes the database structure, the parties recognize that this will result in DAVENPORT having to revise its data migration program. The costs for modifying the migration program to address the changes are an addition to the Data Migration Costs under this Agreement.
- c. CLIENT understands that timely completion of the Project is dependent in significant part upon the timely cooperation of CLIENT in providing information to DAVENPORT that it needs to complete the Project.
- d. The Implementation Services involve designing forms and reports. In the event that the CLIENT materially changes forms and/or reports after CLIENT has submitted them and DAVENPORT has designed them, then DAVENPORT's redesign is an addition to the Implementation Services costs under this Agreement.
- e. A critical point in the Implementation Services process is the completion of the Test Plans. The process calls for DAVENPORT to produce plans for all the case types entered into LAMA. The parties anticipate that some of these plans may not pass during User Acceptance. In the event that they do not pass, DAVENPORT shall make changes to the Plans, or parts of the Plans, and resubmit them to the CLIENT at no cost to CLIENT. CLIENT will review them and accept them or reject them within one week, with an explanation or correction. In the event CLIENT fails the Test Plan, the process will be repeated until the Plan passes, at no cost to CLIENT. In the event that the CLIENT takes no action, DAVENPORT shall give CLIENT seven days' written notice, which may be by email, and if CLIENT does not respond within such period, then the lack of response from CLIENT shall constitute CLIENT's approval of such Test Plan. In the event that the CLIENT materially changes the workflows in the Test Plans after CLIENT has passed them, then

DAVENPORT's redesign, testing, and documentation effort related to these changes, are an addition to the Implementation Services costs under this Agreement.

- f. The CLIENT shall provide DAVENPORT with remote access to the client application server(s) and *dbowner* access to the LAMA database, so that DAVENPORT may install updates and troubleshoot error reports in LAMA Server. Local administrative permissions to the application server(s) are required. The *db_backupoperator*, or equivalent, permission is required in order to backup the LAMA database.

5. Detailed List of Tasks with Designated Responsibilities

The parties have identified all the types of tasks, jobs, duties, etc., that are needed to have a successfully completed LAMA project. These tasks, jobs or duties are set out in Exhibit H with the party that is designated as responsible for carrying out the same. In some instances, the responsibility is shared.

C. Compensation

1. Davenport Compensation and Fees

The CLIENT agrees to compensate DAVENPORT for the perpetual license of the software and professional services rendered under this Agreement, for the total contract price ("Total Contract Price") of One Hundred Forty Four Thousand Two Hundred Fifty and 00/100ths (\$ 144,250.00) Dollars, which amount shall include all labor and materials associated with this Project as specified in Exhibit B, entitled "Project Cost Summary."

The Total Contract Price does not include any changes to the work as may be requested by CLIENT and incorporated into the Project pursuant to a written request by CLIENT as provided in Section E of this Agreement. Furthermore, it does not include services arising from changes identified in Section B.4 above. The Total Contract Price does not include reimbursement for travel expenses related to being on-site with the CLIENT, in particular for undertaking the Configuration Study, for coordination, for Work Sessions related to User Acceptance, for Final Training, and Go-Live Assistance. Travel expenses for such purposes shall be billed to CLIENT at the travel expense rates specified in Exhibit F. The CLIENT agrees to compensate DAVENPORT for the services as provided in Section A-4(b) of this Agreement.

2. Billing and Payment

DAVENPORT will invoice the CLIENT for the percentage of the contract completed less a retainage of five percent (5%) as set out in the Project Schedule and Implementation Milestones and travel costs related thereto on a monthly basis. DAVENPORT will invoice the retainage upon successful completion of the contract.

CLIENT will pay all invoices within 30 days of receipt of the same. CLIENT agrees to notify DAVENPORT of any disputed invoice within 10 business days of receipt of such invoice. If CLIENT fails to pay undisputed invoices within 30 days of receipt CLIENT will pay interest on the late payment at the rate provided for by Iowa Code Section 668.13(3), computed monthly.

D. Changes and Additions to the Work

1. Requirements of Written Change Orders

The CLIENT may request DAVENPORT to perform additional services not covered by the specific Scope of Work as set forth in this Agreement. Any such requests shall be submitted in writing, and shall be signed by the CLIENT Representative and an authorized representative of DAVENPORT. Such signed requests shall include (a) a description of the additional services to be performed, and (b) the agreed upon price for such services.

2. Payment for Additional Work

Any such additional work performed by DAVENPORT shall be added to the Total Contract Price and billed when the work has been completed.

E. Indemnification and Insurance

1. Indemnification

DAVENPORT shall indemnify, defend and hold harmless the CLIENT from and against any claims, based upon infringement of any United States copyright, trademark or patent by the Software. CLIENT agrees to notify DAVENPORT of any such claim promptly in writing. CLIENT agrees to cooperate fully with DAVENPORT during such proceedings. DAVENPORT shall defend at its sole expense all proceedings arising out of the foregoing. In the event of such infringement, DAVENPORT may replace, in whole or in part, Software with a substantially compatible and functionally equivalent computer program or modify Software to avoid the infringement.

2. Insurance

DAVENPORT shall at its own expense, purchase, maintain and keep in force during the term of this Agreement insurance which meets the insurance requirements for contractors for the City of Cedar Falls, attached hereto as Exhibit I, and by this reference incorporated herein, with two (2) exceptions, as follows:

- a. Paragraph 11, Payment and Performance Bonds, shall not apply; and
- b. The Umbrella/Excess Insurance found in Exhibit 1-Insurance Schedule, shall not apply.

3. Proof of Insurance

DAVENPORT shall provide CLIENT with evidence of Certificates of Insurance promptly upon request by CLIENT.

DAVENPORT may replace any of its policies with equivalent policies providing it promptly notifies the CLIENT of the substitution and provides evidence of Certificates of Insurance for the replacement if requested. DAVENPORT shall not modify any policies by reducing the coverage

below the minimum terms provided for in paragraph 2 above. DAVENPORT shall not create a lapse in insurance coverage.

F. Termination

1. Termination of Agreement

- a. This Agreement may be terminated by CLIENT at any time, with or without cause, upon written notice to DAVENPORT. Notwithstanding the date of such notice, termination shall be effective upon receipt by DAVENPORT of such notice of termination. In the event of termination by CLIENT, CLIENT shall pay DAVENPORT for all services rendered prior to the notice of termination, at DAVENPORT's then-current hourly rates as specified in Exhibit F, and for materials provided to CLIENT pursuant to this Agreement, at DAVENPORT's actual cost, up to and including the date of receipt by DAVENPORT of notice of termination. This Agreement may be terminated by DAVENPORT for cause for failure to comply with Section B (4) or C above, only after DAVENPORT shall have given CLIENT written notice of termination and has afforded CLIENT ten (10) business days from the date of such notice within which to correct the failure to comply.
- b. In the event this Agreement is terminated, the CLIENT agrees to immediately return all source code or other materials provided to CLIENT by DAVENPORT, and to destroy, erase, and purge all Software provided by DAVENPORT from any and all CLIENT computers.
- c. Within 30 days of termination, CLIENT agrees to provide DAVENPORT with written confirmation that all DAVENPORT software has been destroyed. Within its sole discretion, and upon reasonable notice to CLIENT, DAVENPORT shall have the right to verify that DAVENPORT software has in fact been removed or destroyed by personal inspection of CLIENT computers. Any use by CLIENT of any DAVENPORT Software after termination of this agreement by CLIENT without the express written authorization of DAVENPORT shall be a breach of this agreement and may subject CLIENT to damages.

G. Ownership of Documents

1. Ownership of Documents

- a. All plans, specifications, reports, and other design documents prepared by DAVENPORT specifically for CLIENT pursuant to this Agreement shall become property of CLIENT after completion of the Project. These documents do not include DAVENPORT's training materials or the LAMA Manual. However, the CLIENT has a perpetual license for these items.
- b. All source code for computer programs or modifications to programs and any training materials and the LAMA Manual, which are produced or revised pursuant to this Agreement shall be deemed, and remain, the intellectual property of DAVENPORT and are protected under the copyright, patent, or other laws, of

the United States, as well as other jurisdictions where such programs are being used.

- c. CLIENT agrees to respect DAVENPORT's purported ownership of any such proprietary rights which may exist, including patent, copyright, trade secret, trademark and other proprietary rights, in and to Software and any corrections, bug fixes, enhancements, updates or other modifications, including custom modifications, to Software, whether made by DAVENPORT or any third party. Under no circumstances shall CLIENT, or its agents or employees, sell, license, publish, display, distribute or otherwise transfer to a third party software or any copy thereof, or the LAMA training materials or the LAMA Manual in whole or in part, without DAVENPORT's prior written consent. In addition, CLIENT agrees that neither it nor its agents or employees will install the LAMA Server program or its SQL Server database on a computer that is not owned or leased or controlled by the CLIENT without the written consent of DAVENPORT.

2. Source Code

- a. Following the final acceptance of the LAMA and any subsequent major release and installation of the Software on CLIENT's computers pursuant to an active maintenance agreement, CLIENT shall have the opportunity to enter into an Escrow Agreement (See Exhibit E) between CLIENT, DAVENPORT and an Escrow Agent, wherein a copy of the source code will be placed in escrow for the benefit of the CLIENT.
- b. DAVENPORT will pay the cost of the escrow.

H. Communication Through Client / Davenport Designated Representatives

All communication relating to *project status* shall be exchanged between a designated representative of the CLIENT and a designated representative of DAVENPORT as identified below.

1. Designated Representatives

The designated representative (the "Designated Representative") of CLIENT and DAVENPORT is as follows:

| |
|---|
| CLIENT |
| Client: _____ City of Cedar Falls, Iowa _____ |
| Representative: ___Laurene Saathoff. Information Systems Manager___ |
| Address: _____ 212 Clay Street, Cedar Falls, IA 50613 _____ |
| Phone: _____ (319) 268-5111 _____ |
| Fax: _____ (319) 268-5126 _____ |
| Email: ___laurene.saathoff@cedarfalls.com _____ |

DAVENPORT

Developer: The Davenport Group USA, Ltd.
 Representative: Jerry P. Davenport, AICP, MRP, JD
 Title: President
 Address: 651 W. Terra Cotta Ave., Suite 231, Crystal Lake, IL 60014
 Phone: 1-815-356-8244
 Email: jerry@davengis.net

Any notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing, delivered to the Designated Representative of the other party.

If the Designated Representative or address of either party changes during the terms of this Agreement, a written notice shall be given to the other party prior to the effective date of change.

2. Designated System Administrator for Client

All communication related to day-to-day operations of the system, including system maintenance, systems problems and/or trouble-shooting, shall be made to DAVENPORT only through either the Designated Representative of CLIENT as identified above, or the System Administrator as identified below.

- a. The designated System Administrator shall participate in all training sessions conducted by DAVENPORT as required by this Agreement, and shall become fully knowledgeable and competent to use all aspects of the system LAMA Server.
- b. The System Administrator for CLIENT is: CLIENT's Designated Representative, Laurene Saathoff.

3. Designated Project Manager for Davenport

All communication related to the day-to-day operation of the system, including system maintenance, systems problems and/or trouble-shooting, shall be made to DAVENPORT through its designated representative as set out above, or through its project manager, namely:

Fred Mutter
 Senior Project Manager
 130 E. Kiowa St., Suite 510
 Colorado Springs, CO 80903
 Phone: 1-800-640-0373 Ext. 125

fred@davengis.net

4. Communication from DAVENPORT to CLIENT

All communication related to day-to-day operation of the system, including system maintenance, systems problems or trouble-shooting, shall be made by DAVENPORT's project manager to the CLIENT's System Administrator, or the designated representatives for each.

5. Emergencies

In the event of an emergency, such as a program failure, each party may rely on a representation from the other party that the person they are working with has the authority to act for the party.

I. Miscellaneous General Provisions

This Agreement is subject to the Standard Terms and Conditions for Contracts Between Contractors Who Perform Professional Services and the City of Cedar Falls, a copy of which is attached hereto, marked Exhibit J, and by this reference incorporated into this Agreement. In the event of any conflict between the provisions of Exhibit J and the terms and conditions of this Agreement, the terms and conditions of Exhibit J shall control, notwithstanding any provision in this Agreement to the contrary.

1. Licenses

DAVENPORT shall obtain and maintain all business licenses as may be required by law.

2. Status of Davenport as Consultant

Throughout the term of this Agreement, DAVENPORT, its employees, subcontractors, consultants, and agents shall be considered as an independent contractor(s). Nothing in this Agreement shall be interpreted to imply an employee-employer relationship between CLIENT and DAVENPORT.

3. CLIENT not Liable for Acts of Third Parties

The CLIENT shall not be obligated to indemnify DAVENPORT for the acts or omissions of third parties.

4. Confidentiality of Documents Submitted by DAVENPORT

The CLIENT shall not be required to maintain the confidentiality of documents or records submitted by DAVENPORT to it in the event that the same is required to be disclosed under the Public Records Law of the State of Iowa.

5. Mediation of Disputes

Prior to the commencement of any litigation arising out of this Agreement, both DAVENPORT and CLIENT agree to participate in good faith in non-binding mediation of any dispute or claim which remains unresolved after informal discussions. Both DAVENPORT and CLIENT shall negotiate in good faith to select a qualified mediator. The costs of the mediator shall be paid one-half (½) by CLIENT and one-half (½) by DAVENPORT.

6. Attorney's Fees

In the event that any legal proceeding is instituted by either DAVENPORT or CLIENT to enforce the terms of this Agreement or to determine the rights of DAVENPORT or CLIENT, neither party shall have a claim to payment of the other's attorney's fees.

7. Applicable Law

This Agreement, its interpretation and all work performed thereunder shall be governed by the laws of the State of Iowa, and initial jurisdiction and venue shall be with the District Court of Black Hawk County for the State of Iowa.

8. Binding on Successors

All the terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

9. Due Authority

CLIENT represents and warrants that the person executing this Agreement on behalf of CLIENT is an agent of CLIENT and has full and complete authority to execute this Agreement and enter into the terms and covenants provided herein, and have been designated by CLIENT to execute this Agreement on behalf of CLIENT.

DAVENPORT represents and warrants that the person executing this Agreement on behalf of DAVENPORT is an agent of DAVENPORT and has full and complete authority to execute this Agreement and enter into the terms and covenants provided herein, and have been designated by DAVENPORT to execute this Agreement on behalf of DAVENPORT.

10. Warranties

Warranties are as set out in Exhibit D, LAMA Software License Agreement.

11. Interpretation of Documents, Order of Precedence

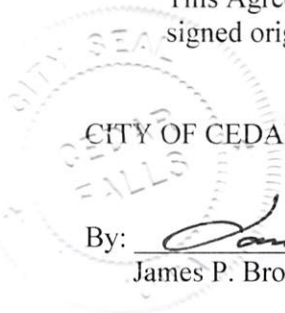
All Exhibits are hereby incorporated into this document by reference as if fully set out therein. The parties recognize that in creating this document from a complex process of requests and submissions, the Agreement with all its exhibits and supplemental documents, particularly Proposal and Request for Proposal (RFP), may include some conflicts in terms, provisions and language. In resolving those conflicts, it is the intent of the parties that subsequent Modifications to the Agreement take precedence over the Agreement; that the Exhibits to the Agreement, exclusive of the Proposal and RFP, take precedence over the rest of the Agreement; that the Agreement takes precedence over the Proposal and RFP; and, that the Proposal takes precedence over the RFP.

12. Entire Agreement

This Agreement contains the entire understanding and agreement between DAVENPORT and CLIENT. Any prior agreements, promises, proposals, negotiations or representations—oral or written—not expressly set forth herein shall be of no force or effect. This Agreement may be modified or amended only by written agreement signed by both DAVENPORT and the CLIENT.

13. Agreement as Offer

This Agreement shall be valid only if it is signed by both CLIENT and DAVENPORT, and a signed original has been received by both parties.



CITY OF CEDAR FALLS, IOWA

By: *James P. Brown*
James P. Brown, Mayor

The Davenport Group USA, Ltd.
Crystal Lake, IL 60014

Dated: July 26, 2016

By: *Jerry P. Davenport*
Jerry P. Davenport, President

Exhibit A – Scope of Work

The Scope of Work shall include the following:

1. Configuration Study: The process starts with a Configuration Study which includes preliminary conferences with CLIENT's project administrator to help identify staff persons who will be potential users of the system, and who need to be included therein, and the identification of forms, documents, tables, databases, programs and reports being used by the CLIENT that need to be incorporated or addressed into the LAMA program. The Configuration Study will include several detailed questionnaires about the existing/proposed structure the CLIENT would like to incorporate into the LAMA program. It will include a number of matrices for the CLIENT to complete. Following the collection of materials, DAVENPORT will come on-site to conduct meetings with users. Following the on-site meetings, DAVENPORT will prepare a high level report for circulation, review and comment by CLIENT.
2. Forms: Following the collection of Forms and Documents to be generated by the software during the Configuration Study, DAVENPORT will analyze and coordinate with CLIENT on any necessary document/form redesigns for compatibility with the software.
3. Case Packets: Following the Configuration Study, DAVENPORT will begin the process of configuring LAMA for the CLIENT. This process begins with Case Packets on many of the case types in the functional processes. The CLIENT will review the Case Packets and determine the changes that are necessary to the processes. DAVENPORT will then undertake the process of configuring the software to meet the requirements set out in the Case Packets and the Configuration Study. The Configuration includes setting tens of thousands of codes in the LAMA software. During this phase, DAVENPORT may conduct web demos with key members of the CLIENT's team to review tentative configurations of the case types and workflows.
4. GIS Data Migration: Before the Test Plans below, CLIENT will deliver all pertinent GIS data for the LAMA software to DAVENPORT. DAVENPORT will write a program to import, at a minimum the following datasets: Parcels, Owners, and Addresses. This program will be available to run, as needed, at future dates.
5. Test Plans: Following the completion of the Case Packets and configuration of the software, DAVENPORT will create Test Plans for a representative set of Case Packets. The Test Plans will be executed by DAVENPORT to confirm the software was configured according to the Case Packets. DAVENPORT will come on site and working with CLIENT's User Acceptance Testing Team will review the Test Plans with the goal of determining whether the configuration of any of the cases need modifications. The items to be addressed include whether all the details needed are entered into the program, whether the fees are being calculated correctly, whether the workflow is accurate, and whether forms and reports are populating appropriately. During User Acceptance Testing, the CLIENT will identify problems and issues related to the Test Plans and pass or fail those Plans. In the event that the CLIENT fails a Plan, the CLIENT will explain how or why the Plan has failed. DAVENPORT will resubmit failed Plans or parts of failed Plans for the CLIENT's review. The process shall be repeated as necessary.

6. Setup and Installation: Following the completion of the Test Plans by DAVENPORT, DAVENPORT will deliver, setup and install the software on necessary components on the client application server. Subsequently, DAVENPORT will execute the Test Plans with the CLIENT, typically onsite at CLIENT offices.
7. User Acceptance Testing: Following the completion of the Test Plans by the CLIENT, DAVENPORT will migrate existing CLIENT databases capable of being brought into LAMA. The databases which are as set out in the Cost Proposal under the section addressing Data Migration. Sources mean one relational or flat file database.
8. Training: Next, DAVENPORT will prepare a training plan and present it to the CLIENT for review. CLIENT will take any actions necessary to provide a facility equipped with the computers and other hardware necessary to conduct final training. DAVENPORT will install an updated version of LAMA. The CLIENT will install LAMA on the training room computers.
9. Go-Live: Following final installation and training, DAVENPORT will be on-site to assist the CLIENT in Going-Live on the program. CLIENT will use the program for 30 days, identify any additional issues which DAVENPORT will fix as soon as practical with the result of having a final sign-off on the scope of work within 45 days from installation of the final program.

Exhibit B – Project Cost Summary

The costs for the LAMA software are a combination of Software Application costs and services, and shall be as set out in the Cost Proposal and is incorporated by reference herein.

LAMA SF Price Quote for Cedar Falls, Iowa

Prepared by: The Davenport Group USA, Ltd

A. Proposed Modules

The following are proposed modules based on required features

| Module | Description | Costs |
|---|--|---------------------|
| Core Components Land Management | Core Components include the Map, Address Management, Owners and Tenants, Scheduling, Cashiering, Letter Generator, Communication Log, Notifications, Document Manager, Forms and Reports. | \$ 7,500.00 |
| Permitting & Inspections | Permit Module includes functionality for building inspections, division reviews, contractors' database, impact fees, and Business Licensing. Interfaces with all Core Components. | \$ 7,500.00 |
| Code Enforcement | Module allows data management of code enforcement incidents including the tracking of notices, citations, communications, and inspection photos. | \$ 7,500.00 |
| Licensing | Licensing Module includes functionality for site-based, equipment-based and non-site-based licenses. Includes contractor licensing, special events, food-carts, taxicabs, etc. Licensing. Interfaces with all Core Components. | \$ 7,500.00 |
| Public Web Citizen Access Portal | The Public Web CRM module allows residents and City staff to electronically submit and track statuses for applications and request for work through a web browser. | \$7,500.00 |
| Exchange Server Outlook Integration | Integrates Microsoft Exchange Server calendars with the LAMA calendars. Exchange Server 2007, 2010, and 2013 are supported. | \$ 2,500.00 |
| Mobility Tablet/Phone App | Allows inspectors to complete inspections in the field through our Android mobile application. Features include routing and navigation, nearby activity via mapping, and voice recognition. Device Licenses are required for each Mobile device. | \$5,000.00 |
| A. Subtotal Proposed Modules | | \$ 45,000.00 |

B. Optional Modules

The following are optional modules

| Module | Description | Costs |
|--|---|--------------|
| Project, Planning and Development Review | Projects module includes functionality for managing development review, including collection, viewing and tracked editing of documents, submittal and review of comments by various departments, submittal and review of administrative and board meetings\hearings. | \$ 7,500.00 |
| Buildings/ Historic Preservation | Allows for the tracking and management of buildings and uses, an in particular historic properties and surveys. Includes building significance data, contributing status and details, and historic registrar information, to name a few. | \$ 7,500.00 |
| Work Orders | Module tracks work orders from start to finish including invoicing and reports. Work Orders contain geographic features, labor, part and materials, contractual work, tasks, and can be grouped by project. | \$ 7,500.00 |
| Electronic Plan Review | Allows the electronic mark-up of document submittals and seamless extraction of mark-up comments and thumbnail images into tabular form for inclusion in plan review letters. Includes license of Bluebeam Q. User Licenses are required for each named plans reviewer. | \$ 5,000.00 |
| Infrastructure and Asset Management | Module tracks all infrastructure features for Water, Sewer, Storm Water, Facilities, Parks, and Streets, including GASB34 Standard Asset information. Costs include migration of current infrastructure datasets into the LAMA system. | \$ 7,500.00 |
| Redevelopment | Module tracks owned and sold property inventory, including integration with acquisition and disposition projects. Allows users to create, process, and track Expression of Interest on property. | \$ 7,500.00 |
| .NET Object Model and Web Services API | Allows the development of 3 rd party application to integrate seamlessly with the LAMA database and to utilize business logic for the creation and retrieval of system data. | \$ 15,000.00 |
| SharePoint Server Integration | Integrates Microsoft SharePoint with the LAMA document management functions. Document attachments in LAMA are stored in SharePoint. SharePoint Server 2007, 2010, and 2013 are supported. | \$ 5,000.00 |
| *** Note: | The addition of any of the above modules will increase your Services costs set out in (D) below. The projected increase is about 120% of the modules selected. Thus, if you select one module for \$7,500, your services costs will increase by about \$9,000. | |

C. Software Licensing

LAMA is licensed on a per user basis with Client Access Licenses (CALs) or an Enterprise Site License which includes an unlimited number of users. Clients can either choose per CAL licensing (in 5 packs) OR an Enterprise Site License.

| <u>License Type</u> | <u>Unit Costs</u> | <u>Quantity</u> | <u>Total Costs</u> |
|---|-------------------|-----------------|--------------------|
| Option C1: Client Access License – 5 Pack | \$ 3,750.00 | 5 | |
| Option C2: Small City Enterprise Site License (< 50K Pop) | \$ 22,500.00 | 1 | \$22,500.00 |
| Medium City Enterprise Site License (< 100K Pop) | \$ 56,250.00 | 0 | |
| Large City Enterprise Site License (>= 100K Pop) | \$ 187,500.00 | 0 | |
| Option C3: Electronic Plan Review User Licenses – 5 Pack | \$ 3,750.00 | 0 | |
| Option C4: Mobility Extension Device Licenses – 5 Pack (\$7,500 for first two packs; \$2,000 each additional pack) | | 3 | \$9,500.00 |
| C. Subtotal Selected Proposed Software Licensing | | | \$32,000.00 |

D. Software Implementation Services

All services related to software implementation, setup and configuration, including implementation of workflows, required details, and fees. Software functionality includes all features and functions comprising the purchased modules for LAMA v11 (release 3136). New features and functionalities requested during or after implementation may incur additional fees. Implementation services include unlimited, free forms and reports.

| | |
|--|--------------|
| Software Implementation Services | \$ 61,750.00 |
| Implementation and Configuration Analysis Study and Documentation | Included |
| Two days Onsite for Initial Analysis (2 Staff) | |
| Information Gathering, Documentation and Analysis, Workflow Diagrams | |
| Permitting, Licensing, Code Enforcement & Inspections, Configuration/Setup | Included |
| Configuration of Permit Types, Workflows, Document, Details, Data Points, Fees, and Inspections | |
| Public Web Citizen Access Portal Configuration and Setup | Included |
| Web site design and content configuration, payment processing configuration, submittal and resubmittal workflows, inspection scheduling, | |

configuration of publicly available data and documents, user management configuration

Onsite Services Related to User Acceptance Testing, Final Training, and Go-Live Included

Three Days Onsite for User Acceptance Training (2 Staff)

Four Days Onsite for Final User Training (2 Staff)

Three Days Onsite During Go-Live (1 Staff)

D. Subtotal Software Implementation Services **\$61,750.00**

E. Integration with 3rd Party Systems

This section describes any effort required to integrate the LAMA solution with external system. Refer to Functional Requirements Section of this Proposal for Implementation Details.

Financial Systems Integration

This effort is for developing the web service integration or export format with Accounts Payable and Receivable transactions. N/A

GIS Data / Architecture (ESRI)

We integrate seamlessly with ESRI technologies and formats including ArcGIS Online. Included

Assessor's Database

****If Assessor's Database is not already integrated with GIS add \$7,500.00* Included

3rd Party Document Management Systems Integration

In the event that the City decides to have Davenport establish a one-way integration with OptiView the costs will be \$7,500.00. N/A

State of Iowa Contractors Database

We integrate with the Contractor's Licensing database for the State of Iowa. Included

Provide Integration with Financial Payment Gateways

This effort is for integration with a 3rd party payment gateway for online payment transaction processing through the LAMA Web CRM. Included

E. Subtotal 3rd Party Systems Integration Costs **\$ 0.00**

F. Data Migration Services

Data migration costs vary depending on the amount and format of existing data and whether the data can be migrated digitally or will require manual data entry. Our software provides updating tools for GIS layers from within the application. Costs are estimated at \$2,500 programming effort plus \$1,500 setup fee per source.

| | |
|---|-------------------|
| Data Sources: Migration from Firehouse (Rental property information and Inspections), from MS Access (Permitting including property address, permits issued, inspections and contractors, and Code Enforcement and Landlord Accountability) | \$5,500.00 |
|---|-------------------|

| | |
|---|--------------------|
| F. Subtotal Data Migration Costs | \$ 5,500.00 |
|---|--------------------|

G. Totals

The following is a subtotal of the Software License model (Section C), with Software Module Costs (A), Implementation Services (D), 3rd Party Integration Services (E), and Data Migration Services (F).

| <i>Summary</i> | <i>Costs</i> |
|---|-----------------------------|
| <i>Proposed Modules (A)</i> | <i>\$ 45,000.00</i> |
| <i>Implementation Services (D)</i> | <i>\$ 61,750.00</i> |
| <i>3rd Party Integration Services (E)</i> | <i>\$ 0.00</i> |
| <i>Data Migration Services (F)</i> | <i>\$ 5,500.00</i> |
| <i>Subtotal</i> | <i>\$ 112,250.00</i> |
| <i>Software Licensing Selection (C) -- Site License</i> | <i>\$ 32,000.00</i> |

| | |
|-----------------------------------|-----------------------------|
| <i>Grand Total Options</i> | <i>\$ 144,250.00</i> |
|-----------------------------------|-----------------------------|

The above does not include travel costs (airfare, car rental, parking and per diem for lodging and food) which are a simple reimbursable related to on-site costs and which should not exceed \$7,200.

H. Annual Software Maintenance and Support

Annual Software Maintenance and Support includes new software updates and releases. Includes toll-free phone and email support, 7:00 am - 7:00 pm, 7 days a week. Includes eTicket support. The first Annual Maintenance fee is due one year from the software installation date. Annual maintenance costs may be increased to reflect changes in the costs of inflation as expressed by changes in the CPI. No

charge for first year maintenance – being maintenance from installation of software to one year anniversary of the same.

| | | |
|--|---------------------|---------------------|
| <i>Annual Support and Maintenance – LAMA Server, Public Web, Mobile Tablet</i> | <i>Site License</i> | \$20,812.00 |
| <i>Total Annual Costs</i> | | \$ 20,812.00 |

We offer a standard annual maintenance agreement which entitles the client to any upgrades in the modules they have, any bug fixes, unlimited report design, unlimited free phone support and one day of on-site training, subject to client reimbursing Davenport for travel expenses. Maintenance begins when the program is loaded on the Client server. Annual maintenance is based on 15% of the contract costs less data migration and any special costs. On the other hand, we add the special costs to the annual maintenance if it is occurring annually. *This contract will be invoiced by Davenport on the basis of milestones completed. Travel expenses will be invoiced when they are incurred.*

This quote which was respectfully submitted to the City of Cedar Falls, Iowa by The Davenport Group USA, Ltd on the 14th day of March, 2016, has been revised consistent with discussions between City staff and Davenport on July 11th, 2016, and July 22, 2016, and shall remain valid for 180 days from the bid opening date.



Jerry P. Davenport, AICP, MRP, JD
President
The Davenport Group USA, Ltd
(800) 640-0373 x111 (jerry@davengis.net)

Exhibit C – Schedule and Milestones

The tentative schedule with milestones is set out herein. The schedule may be subject to revision in the Configuration Study, and sometimes needs to be adjusted as unexpected issues occur. The milestones are not anticipated to need any adjustments.

| Project Schedule and Implementation Milestones | | | Week from Contract Signing | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|---------|--------------|----------------------------|-----------|-----------|----------|-----------|-----------|-----------|----------|-----------|-----------|-----------|----------|----------|-----------|-----------|-----------|----------|-----------|----------|-----------|-----------|-----------|-----------|----------|----|--|
| Milestones | %K | \$ | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | |
| | | \$144,250.00 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | \$137,037.50 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | 7-Aug-16 | 23-Aug-16 | 30-Aug-16 | 6-Sep-16 | 13-Sep-16 | 20-Sep-16 | 27-Sep-16 | 4-Oct-16 | 11-Oct-16 | 18-Oct-16 | 25-Oct-16 | 1-Nov-16 | 8-Nov-16 | 15-Nov-16 | 22-Nov-16 | 29-Nov-16 | 6-Dec-16 | 13-Dec-16 | 3-Jan-17 | 10-Jan-17 | 17-Jan-17 | 24-Jan-17 | 31-Jan-17 | 7-Feb-17 | | |
| 1 Contract signing | 5.000 | \$6,851.88 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Pre on-site Configuration study completed (Questionnaires) | 3.000 | \$4,111.13 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2 On-site Configuration Study completed | 4.000 | \$5,481.50 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4 Overall Configuration Report submitted | 3.000 | \$4,111.13 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5 Client review of Overall Configuration Report | 0.000 | \$0.00 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 6 Forms and Reports analyzed – changes to | 2.000 | \$2,740.75 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 7 25% of Case Packets for Permitting submitted | 5.000 | \$6,851.88 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 8 25% of Case Packets for Licensing submitted | 3.000 | \$4,111.13 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 9 25% of Case Packets for Code Enforcement submitted | 1.000 | \$1,370.38 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 10 Client review of 25% of Case Packets | 0.000 | \$0.00 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 11 Revisions to Case Packets submitted | 0.000 | \$0.00 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 12 GIS data migrated and tested | 3.000 | \$4,111.13 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 13 Remaining 75% of Case Packets for Permitting submitted | 6.000 | \$8,222.25 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 14 Remaining 75% of Case Packets for Licensing submitted | 3.500 | \$4,796.31 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 15 Remaining 75% of Case Packets for Code | 1.500 | \$2,055.56 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 16 Client review of Remaining 75% of Case Packets | 0.500 | \$685.19 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 17 Revisions to Case Packets submitted | 0.500 | \$685.19 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 18 Entry of Table of Permitted Uses, Dimensional Standards and Local Code Enforcement into Admin | 3.000 | \$4,111.13 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 19 Forms and Reports Designed | 2.500 | \$3,425.94 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 20 Forms and Reports Design Reviewed by Client | 0.000 | \$0.00 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 21 System Configuration for Permitting Based on Completed Case Packets | 6.000 | \$8,222.25 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 22 System Configuration for Licensing Based on Completed Case Packets | 4.000 | \$5,481.50 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 23 System Configuration for Code Enforcement Based on Completed Case Packets | 1.500 | \$2,055.56 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 24 Forms programmed | 3.000 | \$4,111.13 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 25 Data migration (1st round) completed | 2.500 | \$3,425.94 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 26 Installation of program on server | 1.000 | \$1,370.38 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 27 Public Web CRM page designed (colors, format, boilerplate); Case Types and fields for public ID | 5.000 | \$6,851.88 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 28 Test Plans for Permitting Prepared | 6.000 | \$8,222.25 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 29 Test Plans for Licensing Prepared | 3.000 | \$4,111.13 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 30 Test Plans for Code Enforcement | 1.000 | \$1,370.38 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 31 Test Plans Reviewed On-Site | 4.000 | \$5,481.50 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 32 Testing of LAMA Solution, CRM and Mobile App | 1.000 | \$1,370.38 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 33 Test Cases Revisions submitted for sign-off | 1.000 | \$1,370.38 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 34 Data Migration (2nd-final round) completed | 1.500 | \$2,055.56 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 35 Configuration changes completed | 1.000 | \$1,370.38 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 36 Reports Programmed | 2.000 | \$2,740.75 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 37 Final Training Plan & Training Materials completed | 2.000 | \$2,740.75 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 38 On-site Final Training completed | 5.500 | \$7,537.06 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 39 Go-Live Assistance and final changes completed | 3.000 | \$4,111.13 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Client review and comments expected within 1 week of submittals | 100.000 | \$137,037.50 | | | | | | | | | | | | | | | | | | | | | | | | | | |

Exhibit D – LAMA Software License Agreement

This perpetual License Agreement for the use of Land Management Software, also known as LAMA Software, developed and marketed by the Davenport Group USA, Ltd., hereinafter referred to as DAVENPORT, is granted to CLIENT as of the date of this agreement.

Summary of License Terms

The software is marketed by DAVENPORT under the title of “LAMA.”

1. Software provided to CLIENT under this License allows the CLIENT to perpetually use, not own, the Software.
2. The CLIENT is hereby granted a site license which allows the CLIENT to install LAMA Software on any and all workstations owned and controlled by the CLIENT for unlimited number of CLIENT users..
3. This Software license shall not be sub-licensed, re-sold, assigned, transferred or otherwise distributed by the CLIENT to any other person, company or organization without the written authorization of DAVENPORT.
4. This Software, including any and all modifications, upgrades and bug fixes, is protected by the copyright laws of the United States and international copyright treaties. Unauthorized copying of the Software, including software that has been modified, merged or included with the Software, or the associated written materials (the "Documentation") is expressly forbidden. CLIENT may not remove, obscure, or alter any notice of patent, copyright, trademarks, trade secret or other proprietary rights in the Software. The title, ownership rights, and intellectual property rights in and to this Software shall remain with DAVENPORT.
5. DAVENPORT has made reasonable checks of the Software to confirm that it will perform in normal use on compatible equipment substantially as described in the specifications for the Software. However, due to the inherent nature of computer software, neither DAVENPORT nor any individuals involved in the development or installation of the Software warrant that the Software or the Documentation is completely error free, will operate without interruption, is compatible with all equipment and software configurations, or will otherwise meet your needs.
6. DAVENPORT warrants that it has good title and all proprietary rights to the Software to enable it to license its use to CLIENT free of any proprietary rights of any other party of any other encumbrance.
7. DAVENPORT warrants that its Software will perform in the manner described in this Agreement, in demonstrations shown to CLIENT and consistent with statements in the proposal. On the other hand in the event the LAMA Software license includes the LAMA Public Web CRM, the failure to maintain in effect an annual maintenance agreement completely absolves DAVENPORT from any claim for damages under this contract.

8. This Warranty shall commence upon date of completion of Final Installation and Training by DAVENPORT.
9. In the event the LAMA Software license includes the LAMA Public Web CRM, the failure to maintain in effect an annual maintenance agreement voids any warranty as set out above and completely absolves DAVENPORT from any claim for damages under this contract.

This License Agreement will remain in effect until CLIENT returns Software to DAVENPORT, or until CLIENT destroys Software and notifies DAVENPORT it has done or removed the same.

Exhibit E – LAMA Software Escrow Agreement

DAVENPORT hereby offers to the CLIENT the option to participate in an escrow program it has as set up for the source code. Under the terms of the escrow agreement to be entered into by the parties, DAVENPORT accepts the obligation of maintaining the source code. Such maintenance will include a provision that states that within 60 days after a major revision or upgrade of the Software, DAVENPORT will deliver to the escrow agent the revised or upgraded source code. Major revisions or upgrades usually occur once a year. It is possible that DAVENPORT may release a second major upgrade in any given year.

The Escrow Agreement will further provide that in the event that DAVENPORT, or its successor, if applicable, is incapable or refuses to support and service the LAMA Software, the escrow agent will deliver the source code to the CLIENT.

The Escrow Agreement will further provide that the escrow will only be maintained provided the CLIENT has a current annual maintenance agreement and has paid the annual maintenance fee to DAVENPORT. If the CLIENT fails to renew the maintenance agreement and pay the maintenance fee, then DAVENPORT shall not be required to make any upgrade or revision to the escrow materials, and shall be entitled to a return of the escrow materials.

If the CLIENT comes into possession of the source code, it agrees it will not sell, license, publish, display, distribute or otherwise transfer it to a third party. DAVENPORT agrees to pay the initial fees associated with setting up and maintaining the escrow.

Exhibit F – DAVENPORT’s Current Hourly Rates for Services, and Travel Costs

DAVENPORT’s Hourly Rates for Services are as follows:

| | |
|--|---------------|
| Division Chief, Software Design and Support | \$176.00/hour |
| Division Chief Business Process and Administration | \$154.00/hour |
| Senior Business Process Professional | \$136.00/hour |
| All Other Professional Staff | \$124.00/hour |
| Other Staff | \$96.00/hour |

Travel Costs:

| | |
|---|------------------------|
| Airfare Costs (Economy Class) | Actual Amount Incurred |
| Parking at Airports (Long Term) | Actual Amount Incurred |
| Auto Rental (Intermediate or Standard Vehicle) | Actual Amount Incurred |
| Vehicle Miles for vehicles other than Auto Rental | \$0.52/mile |
| Gas Expense | None |
| Food and Lodging | GSA Per Diem Rate |

Exhibit G – Minimum Specifications for Client’s Computers

The Minimum Specifications for CLIENT’s computer are as set out below.

Hardware, Operating System and Development

Minimum Requirements (Server and Workstation)

The hardware and software requirements for the Database Server are listed below. The database server hosts the Microsoft SQL Server database and may also serve as the SharePoint Server. These can also be separate machines. The following Windows Services may also be installed on this server: LAMA Notification Service, LAMA Automated Reporting Service, and LAMA Exchange Synchronization Service. This machine can be virtualized and is on many of our client configurations.

1. Server

| Hardware | Minimum | Recommended |
|-----------------|--|--|
| CPU | Intel® Xeon® Processor 2.80 GHz, 2M Cache, 400 MHz FSB | Intel® Xeon® Processor (8M Cache, 1.60 GHz, 1066 MHz FSB) or higher |
| RAM | 4GB | 8GB or more |
| HDD | 1 HDD: 100GB free space | 2 HDD: 500GB free space (MSSQL MDF and LDF files on separate drives. |
| RAID | 0 or 1 | 1, 3, or 5 |

Other components utilized either through a Database Server and/or Test Machine

| Software | Minimum | Recommended |
|-----------------|---|---|
| OS | Windows Server 2003 | Windows Server 2008 or higher |
| DB | MSSQL 2000 Standard Edition or 2005 Express | MSSQL 2005, 2008 Standard Edition, 2008R2, 2012, 2014 |
| Other | Microsoft Word and Excel | Microsoft Word and Excel |
| VM Compatible | Yes | Yes |

2. Client Workstations

The requirements for the client workstation's hardware and software are specified below. Client workstations are machines running the Windows desktop application, LAMA Server. We also have thin-client applications, but the only requirement for our web-based clients is a standard HTML browser, such as IE6, Firefox, Safari, or Chrome. Since LAMA Server is a GIS Mapping application, we recommend fairly capable machines, preferably with a dedicated video board.

| Requirements | Minimum | Recommended |
|--------------|---|---------------------------------|
| OS | Windows XP SP2 | Windows XP SP2, Vista, 7, 8 |
| RAM | 512MB | 1GB or more |
| HDD | 500MB free | 1GB free |
| Other | Microsoft Word and Excel 2003 or higher | Microsoft Office 2003 or higher |

3. Mobile Workstations

The requirements for the mobile workstations are specified below. Mobile workstations are machines running the Windows desktop application, LAMA Server, in the field. All features are available for viewing and editing in Mobile Mode.

| Requirements | Minimum | Recommended |
|----------------------------|-----------------------------------|---|
| OS | Windows XP SP2 | Windows XP SP2, Vista, 7, 8 |
| RAM | 1GB | 2GB or more |
| HDD | 10GB free | 100GB free |
| DB (for disconnected mode) | Microsoft SQL Server Express 2005 | Microsoft SQL Server Express 2012 |
| Other | Microsoft Word 2003 or higher | Microsoft Office 2003, 2007, 2010, 2013 |

4. Android Mobile Tablet/Phone App

The recommended specifications for mobile devices to run the LAMA Android App are Android 4.1 OS or newer and a 4G wireless data plan. Older versions of the Android OS might still work, but some features may not be supported. Wireless data plans are not required because the App stores all of its data locally. It features a manual sync function that can be invoked whenever the user is connected to a Wifi network to synchronize data with the server. The App is also designed to run on a tablet or mobile phone. Some examples of devices that run Android 4.1 or newer are the Samsung Galaxy S3 (or newer) and Google Nexus 7 (or newer).

| Requirements | Minimum | Recommended |
|--------------|-------------|-----------------------|
| OS | Android 4.1 | Android 4.1 or higher |

Exhibit H – Detail of Responsibilities

The responsibilities of the parties are set out below.

Key: R = Responsible (within the Party's direct control) and C = Consult

| Implementation Tasks | DAVENPORT | CLIENT |
|--|-----------|--------|
| Project Management for Migration to Hosted Environment | | |
| Provide a project manager to track implementation, Project scope and expectations, and serve as a single point of contact during build-out and migration | R | R |
| Review strategies, methodologies and approaches for the completion of all implementation deliverables | R | |
| Review and obtain acknowledgement of all implementation deliverables produced by the Project team | R | |
| Identify changes or issues that could impact the cost or schedule of the delivery | R | R |
| Provide related existing and proposed network and server configuration | | R |
| Provide VPN remote access to Database server or equivalent to DAVENPORT | | R |
| Provide GIS and data migration sources to DAVENPORT | | R |
| Provide/review requested materials to DAVENPORT in a timely manner (including 3 rd party data and interoperability requirements). Response to requested information within 5 days | | R |
| Provide coordination and requirements for 3 rd party system integration requirements | C | R |
| Account Management and Support Leads | | |
| Assign a CLIENT Technical Lead | R | |
| Provide a dedicated toll free phone number for critical and non-critical support | R | |
| Provided a dedicated email address for non-critical support requests | R | |
| Coordinate activities between appropriate CLIENT point(s) of contact and DAVENPORT teams to facilitate minimum impact on CLIENT operations | R | |
| Inform CLIENT of scheduled system maintenance and application updates between 1 and 5 days in advance, depending on the severity of impact | R | R |
| Work with CLIENT, as applicable, to update their solution based on DAVENPORT's latest additions to DAVENPORT's capabilities | R | |
| Request support via phone, email and DAVENPORT support portal | | R |
| Accept inbound issue calls, emails and web requests, and service tickets during support hours | R | |
| Communicate status and resolution of service tickets to CLIENT | R | |
| Assign priority levels to service tickets | R | C |
| Perform root cause analysis for outages and incidents | R | R |
| Provide access to DAVENPORT's support portal | R | |
| LAMA Application | | |
| Install server application components | R | |
| Install CLIENT workstation application components | C | R |
| Provide and install application updates and related database updates for software | R | |
| Determine optimal performance settings for LAMA parameters and database configurations | R | |
| Configure LAMA settings for business processes | R | C |
| Setup and installation of required servers and operating systems. | C | R |
| Setup ArcGIS Server Map Services and Geometry Service components | R | C |
| Implement operating system patch levels and updates | C | R |
| Create system/service/domain user accounts required for server applications | | R |
| Configure initial server application and database memory settings | | R |
| Create initial application user accounts | R | C |
| Provide documentation on items such as interfaces and batch jobs and nightly processes | R | C |
| Setup application backup policies | | R |
| Identify public facing URLs for LAMA Public Web CRM and ArcGIS Server | | R |
| Determine firewall port map for applications | C | R |
| Acquire SSL Certificates for public facing web sites and web services | | R |

| Implementation Tasks | DAVENPORT | CLIENT |
|--|-----------|--------|
| Database | | |
| Install SQL Server Database Server/Services | C | R |
| Setup SQL Server LAMA database | R | C |
| Implement database security | R | C |
| Create database user accounts | R | R |
| Develop troubleshooting guides for common failures and remedies | R | |
| Setup database backup policies and disaster recovery procedures | C | R |
| Server Platforms | | |
| Provide DAVENPORT with administrative access to the LAMA Production server for running Utilities, Notifications Services, and other applications necessary for successful implementation | | R |
| Provide, install, configure and test server Hardware components | | R |
| Verify components for memory, internal disks, CPU fans, power supplies and primary network interfaces | | R |
| Configure private network interface for server management and backups | | R |
| Configure server networking | | R |
| Install server operating systems | | R |
| Configure and optimize operating system parameters | C | R |
| Identify and setup file system and shares for software application | C | R |
| Implement required file share directory structures for software applications | R | C |
| Monitor operating system processes, server availability, statistics, log files and resources | C | R |
| Identify and work to resolve operating system and related software failures and resolve | C | R |
| Identify and apply operating system updates, patches and fixes required to address availability issues | R | R |
| Manage event logs | C | R |
| Maintain OS users, groups and user passwords | | R |
| Perform scheduled and unscheduled startup and shutdown | | R |
| Identify and troubleshoot operating system issues | | R |
| Identify and apply optimal performance settings required for DAVENPORT supported software | R | |
| Obtain operating system software and licenses keys (as necessary) | | R |
| Security – Networking | | |
| Create initial firewall policies to restrict all unnecessary and unauthorized access to environments | | R |
| Test firewalls and networking components via security scanning | R | R |
| Implement, monitor and manage network-based intrusion detection | | R |
| Provision vLANs and private IP space | | R |
| Take appropriate action to secure the environment when suspicious activity is detected and verified | | R |
| Assess identified vulnerabilities, evaluate risks, develop and execute remediation plan | C | R |
| Monitor network, host-based intrusion detection systems, security related message boards, vendor mailing lists and alerting services for latest information relating to vulnerabilities | C | R |
| Configure access logging | | R |
| Provide IP-SEC compliant device for site to site VPNs | | R |
| Provide external IP for Public Web | | R |
| Provide access to DAVENPORT external Web Server through port 80 or access to internal SMTP server with authentication credentials | | R |
| Control and log logical access to server and Infrastructure components | | R |
| Limit access to environments and systems based on support needs only | C | R |
| Maintain security policies | | R |
| Repel common external attacks at border routers | | R |
| Identify and install updates, patches and fixes to Infrastructure software required to address security issues | C | R |
| Maintain exclusive administrative accounts | C | R |
| Identify CLIENT's users or 3rd parties that require access | C | R |
| Maintain standards for password rotation | | R |

| Implementation Tasks | DAVENPORT | CLIENT |
|---|-----------|--------|
| Implement password rotation | | R |
| Run system vulnerability scans | | R |
| Networking | | |
| Obtain software and license keys for all firewalls, switches and load-balancers | | R |
| Obtain Hardware for all firewalls, switches and load-balancers | | R |
| Test and install firewalls, switches and load-balancers | | R |
| Configure load-balancer farms to distribute traffic to web and application servers (as needed) | | R |
| Configure DNS for servers and URLs | | R |
| Configure Internet access (as needed) | | R |
| Request changes to firewall policies to allow/disallow specific traffic | C | R |
| Make changes to firewall policies | | R |
| Monitor and manage Internet connectivity | | R |
| Maintain configuration management strategy | | R |
| Monitor for Hardware errors | | R |
| Maintain Hardware firmware | | R |
| Identify and work to resolve Hardware failures and resolve | | R |
| Maintain Hardware maintenance strategy | | R |
| Maintain connectivity between CLIENT workstations and server components | | R |
| Maintain connectivity between web servers and Internet | | R |
| Maintain and monitor VPN configuration and remote access for DAVENPORT to Production servers | | R |
| Monitor VPN configuration and remote access for DAVENPORT to Production servers | R | |
| Install routers for CLIENT connectivity | | R |
| Storage and Backups | | |
| Install backup agents and scripts | | R |
| Connect servers requiring SAN to SAN fabric | | R |
| Allocate and confirm storage to servers | | R |
| Configure necessary storage management architecture (such as RAID 1, RAID-5 and striping) | | R |
| Provide daily backups on environments | | R |
| Manage backup schedule | | R |
| Store backup media offsite | | R |
| Perform restoration as required to address availability issues | C | R |
| Install backup agents | | R |
| Testing and Quality Assurance | | |
| Document and audit environment controls, devices and configuration to verify operational readiness | | R |
| Apply quality assurance methodology to environment including redundancy testing and automated startup/shutdown procedures for DAVENPORT Infrastructure and DAVENPORT supported software | | R |
| User acceptance testing prior to final training | C | R |

LAMA SUPPORT

| Implementation Tasks | DAVENPORT | CLIENT |
|---|-----------|--------|
| Help Desk | | |
| Train Help Desk staff to provide Level 1 support for end users | R | |
| Provide Level 1 Help Desk support for end users | | R |
| Troubleshoot functional issues related to respective application and/or all modules | R | R |
| Database Software | | |
| Perform support, administration and troubleshooting | R | R |
| Take corrective action to resolve failures and errors | R | R |
| Correct data related errors | R | R |
| Monitor alert logs for messages/warnings | R | R |
| Monitor database configuration (such as table sizes, versions and backups) | R | R |
| Application Services | | |
| Research patches and patch pre-requisites | R | |
| Identify migration issues/problems through testing and verification | C | R |
| Document migration requests | | R |
| Correct technical and functional issues of the migration as related to data | C | R |
| Requirements gathering for data scrubbing/reduction for development environments | C | R |
| Install, configure, administer and troubleshoot all 3 rd party software packages | C | R |
| LAMA Security Administration | | |
| Define new user request and approval procedures | | R |
| Create new users | | R |
| Unlock locked users in LAMA | | R |
| Setup initial passwords for user administrator and LAMA delivered users | R | |

Exhibit I – City Insurance Requirements

Original 12/13/2011
Revision 02/07/2015

**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 issued from 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 City of Cedar Falls, Iowa 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 licensed 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. Form CG 25 03 03 97 "Designated Construction Project(s) General Aggregate Limit" shall be included. 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 and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers 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 wrongful 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. Performance and Payment Bonds: The City shall have the right to require the Contractor to furnish performance and payment bonds for the full amount of the Contract price. The Contractor shall furnish, by a surety and in a form satisfactory to the City, such bonds to the

City, prior to the start of Contractor's Work, covering the performance of the Contractor and the payment of all obligations arising hereunder. The Contractor, upon receipt of the bonds and invoice from the surety, shall pay for the cost of said bonds. Additional bond premium costs due to modifications to the Contract, shall be included in the modification amount submitted by Contractor, and paid by Contractor.

12. Indemnification (Hold Harmless) Provision: To the fullest extent permitted by law, the Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, agents and volunteers 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, agents and volunteers 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, agents and volunteers 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.

13. 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, agents and volunteers 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 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)
- Designated Construction Project(s) General Aggregate Limit CG 25 03 03 97 (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:

\$1,000,000

(Combined Single Limit)

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

Standard Workers Compensation

Statutory for Coverage A

Employers Liability:

| | |
|-------------------------|------------|
| Each Accident | \$ 500,000 |
| Each Employee – Disease | \$ 500,000 |
| Policy Limit – Disease | \$ 500,000 |

Umbrella:

\$3,000,000

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

Errors & Omissions:

\$1,000,000

city of cedar falls, iowa

ADDITIONAL INSURED ENDORSEMENT

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

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

CITY OF CEDAR FALLS, IOWA 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.

CITY OF CEDAR FALLS, IOWA

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.

CG 25 03 03 97

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Projects:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under COVERAGE C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

CG 25 03 03 97

- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Limits Of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

Copyright, Insurance Services Office, Inc., 1996

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:

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".

ITEM 11.

Exhibit J – Standard Terms and Conditions for Contracts Between Contractors Who Perform Professional Services and the City of Cedar Falls.

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, Exhibit B.

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 t



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM
Recreation Division

TO: Honorable Mayor James P. Brown and City Council

FROM: Bruce Verink, Recreation Division Manager

DATE: November 26, 2019

SUBJECT: Contract with Red Cross to be a Shelter for Emergency Disaster

Please find attached a contract, which the American Red Cross would like the City to review, approve, initial multiple areas and sign. This would allow the Recreation and Fitness Center to be a shelter facility in case of a disaster emergency in our area.

Red Cross records show that the previous agreement with Recreation and Fitness Center had expired and needs to be renewed. It is my understanding that the City recently adopted a Multi-Jurisdictional Hazzard Mitigation Plan, which has the goal of providing shelter throughout the County. Executing the attached agreement would support this plan as well.

The attached contract was reviewed by legal services representing the City and meets with their approval. This agreement was reviewed for proper insurance limits by staff and meets with their approval as well.

The Recreation and Fitness Center membership would be inconvenienced should we become a temporary disaster site for a number of days or weeks, as a few of our amenities might not be available for their daily use. However, our plan would be to remain open our regular service hours and to as many of our normal services as possible.

Thank you for considering this request from the American Red Cross.

XC: Ron Gaines, City Administrator
Stephanie Houk Sheetz, Director of Community Development

The American National Red Cross ("Red Cross"), a non-profit corporation chartered by the United States Congress, provides services to individuals, families and communities when disasters strike. The disaster relief activities of the Red Cross are made possible by the American public who support the Red Cross with generous donations. The Red Cross's disaster services are also supported by facility owners who permit the Red Cross to use their buildings as shelters and other service delivery sites for disaster victims. This agreement is between the Red Cross and a facility owner ("Owner") so the Red Cross can use the facility to provide services during a disaster. This agreement only applies when Red Cross requests use of the facility and is managing the activity at the facility.

Parties and Facility

Owner:

| | |
|--|---|
| Full Name of Owner | City of Cedar Falls |
| Address | 220 Clay Street, Cedar Falls, IA 50613 |
| 24-Hour Point of Contact Name and Title Work Phone Cell Phone | Bruce Verink Rec. Div. Man. O-319-273-8636, C-319-464-2573 Brock Goos Sports Program Supervisor 0-319-273-8636, C-319-269-7879 Chris Schoentag Rec. Program Supervisor 0-319-273-8636, C-319-230-8431 |
| Address for Official Notices (only if different from above address) | Recreation and Fitness Center 110 East 13 th Street Cedar Falls, Iowa 50613 |

Red Cross:

| | |
|--|---|
| Chapter Name | South and Eastern Iowa Chapter, Iowa Region |
| Chapter Address | 317 Ave SE Suite 205 |
| 24-Hour Point of Contact Name and Title Work Phone Cell Phone | Mary Flury Disaster Program Manager 319-389-8538 |
| Address for Official Notices | American Red Cross, Disaster Cycle Services Logistics, 8550 Arlington Blvd., Fairfax, VA22031 |

Facility:

| |
|---|
| <p>Insert name and complete street address of building or, if multiple buildings, write "See attached facility list," and attach facility list, including complete street address of each building that is part of this agreement. If the Red Cross will use only a portion of a building, then describe the portion of the building that the Red Cross will use.</p> |
| <p>Recreation and Fitness Center 110 East 13th Street Cedar Falls, Iowa 50613</p> |

Terms and Conditions

1. **Use of Facility:** Upon request and if feasible, Owner will permit the Red Cross to use and occupy the Facility on a temporary basis to conduct emergency, disaster-related activities. The Facility may be used for the following purposes (both parties must initial all that apply):

| Facility Purpose | Owner Initials | Red Cross Initials |
|---|----------------|--------------------|
| Service Center (Operations, Client Services, or Volunteer Intake) | | |
| Storage of supplies | | |
| Parking of vehicles | | |
| Disaster Shelter | BV | |

2. **Facility Management:** The Red Cross will designate a Red Cross official to manage the activities at the Facility ("Red Cross Manager"). The Owner will designate a Facility Coordinator to coordinate with the Red Cross Manager regarding the use of the Facility by the Red Cross.
3. **Condition of Facility:** The Facility Coordinator and Red Cross Manager (or designee) will jointly conduct a survey of the Facility before it is turned over to the Red Cross. They will use the first page of the Red Cross's *Facility/Shelter Opening/Closing Form* to record any existing damage or conditions. The Facility Coordinator will identify and secure all equipment in the Facility that the Red Cross should not use. The Red Cross will exercise reasonable care while using the Facility and will not modify the Facility without the Owner's express written approval.
4. **Food Services** (*This paragraph applies only when the Facility is used as a shelter or service center.*): Upon request by the Red Cross, and if such resources are available, the Owner will make the food service resources of the Facility, including food, supplies, equipment and food service workers, available to feed the shelter occupants. The Facility Coordinator will designate a Food Service Manager to coordinate meals at the direction of and in cooperation with the Red Cross Manager. The Food Service Manager will establish a feeding schedule and supervise meal planning and preparation. The Food Service Manager and Red Cross Manager will jointly conduct a pre-occupancy inventory of the food and food service supplies before the Facility is turned over to the Red Cross. When the Red Cross vacates the Facility, the Red Cross Manager and Facility Coordinator or Food Service Manager will conduct a post-occupancy inventory of the food and supplies used during the Red Cross's activities at the Facility.
5. **Custodial Services:** (*This paragraph applies only when the Facility is used as a shelter or service center.*): Upon request of the Red Cross and if such resources are available, the Owner will make its custodial resources, including supplies and workers, available to provide cleaning and sanitation services at the Facility. The Facility Coordinator will designate a Facility Custodian to coordinate these services at the direction of and in cooperation with the Red Cross Manager.
6. **Security/Safety:** In coordination with the Facility Coordinator, the Red Cross Manager, as he or she deems necessary and appropriate, will coordinate with law enforcement regarding any security and safety issues at the Facility.
7. **Signage and Publicity:** The Red Cross may post signs identifying the Facility as a site of Red Cross operations in locations approved by the Facility Coordinator. The Red Cross will remove such signs when the Red Cross concludes its activities at the Facility. The Owner will not issue press releases or other publicity concerning the Red Cross's activities at the Facility without the written consent of the Red Cross Manager. The Owner will refer all media questions about the Red Cross activities to the Red Cross Manager.

8. **Closing the Facility:** The Red Cross will notify the Owner or Facility Coordinator of the date when the Red Cross will vacate the Facility. Before the Red Cross vacates the Facility, the Red Cross Manager and Facility Coordinator will jointly conduct a post-occupancy inspection, using the second page of the *Shelter/Facility Opening/Closing Form*, to record any damage or conditions.
9. **Fee** (*This paragraph does not apply when the Facility is used as a shelter. The Red Cross does not pay fees to use facilities as shelters.*): Both parties must initial one of the two statements below:
- a. Owner will not charge a fee for the use of the Facility.
Owner initials: BV Red Cross initials:
 - b. The Red Cross will **pay**\$ -- per day/week/month (circle one) for the right to use and occupy the Facility. Owner initials: BV Red Cross initials: _____

10. **Reimbursement:** Subject to the conditions in paragraph 10(e) below, the Red Cross will reimburse the Owner for the following:

- a. *Damage to the Facility or other property of Owner*, reasonable wear and tear excepted, resulting from the operations of the Red Cross. Reimbursement for facility damage will be based on replacement at actual cash value. The Red Cross, in consultation with the Owner, will select from bids from at least three reputable contractors. The Red Cross is not responsible for storm damage or other damage caused by the disaster.
- b. *Reasonable costs associated with custodial and food service personnel and supplies* which would not have been incurred but for the Red Cross's use of the Facility. The Red Cross will reimburse at per-hour, straight-time rate for wages actually incurred but will not reimburse for (i) overtime or (ii) costs of salaried staff.
- c. *Reasonable, actual, out-of-pocket costs for the utilities indicated below*, to the extent that such costs would not have been incurred but for the Red Cross's use of the Facility. (Both parties must initial all utilities that may be reimbursed by the Red Cross):

| | Owner Initials | Red Cross Initials |
|----------------|----------------|--------------------|
| Water | BV | |
| Gas | BV | |
| Electricity | BV | |
| Waste Disposal | BV | |

- d. The Owner will submit any request for reimbursement to the Red Cross within 60 days after the occupancy of the Red Cross ends. Any request for reimbursement must be accompanied by supporting invoices. Any request for reimbursement for personnel costs must be accompanied by a list of the personnel with the dates and hours worked.
- e. If the disaster is a Federally-declared disaster and Owner is a municipal or state government entity, then the Owner will work with appropriate emergency management agencies to seek cost reimbursement through the Federal Emergency Management Agency's program for administering Public Assistance Category B under the Robert T. Stafford Act. The Red Cross is not obligated to reimburse the Owner for costs covered by Public Assistance Category B.

- 11. **Insurance:** The Red Cross shall carry insurance coverage in the amounts of at least \$1,000,000 per occurrence for Commercial General Liability and Automobile Liability. The Red Cross shall also carry Workers' Compensation coverage with statutory limits for the jurisdiction within which the facility is located and \$1,000,000 in Employers' Liability.
- 12. **Indemnification:** The Red Cross shall defend, hold harmless, and indemnify Owner against any legal liability, including reasonable attorney fees, in respect to claims for bodily injury, death, and property damage arising from the negligence of the Red Cross during the use of the Facility.
- 13. **Term:** The term of this agreement begins on the date of the last signature below and ends 30 days after written notice by either party.

Owner (Legal Name)

By (Signature)

Name (Printed)

Title

Date

The American National Red Cross
South and Eastern Iowa Chanter.Iowa Region
(Legal Name)

By (Signature)

Mary Flury
Name (Printed)

Disaster Program Manager
Title

Date

**CEDAR FALLS DEPARTMENT OF PUBLIC SAFETY SERVICES**

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

319-273-8612

MEMORANDUM

To: Mayor and Council
From: Jeff Olson, Public Safety Director/Chief of Police
Date: November 15, 2019
Re: Leads Online Contract

Leads Online is a software package that tracks pawned merchandise nationwide. Many agencies across the country use this service, including Waterloo and Black Hawk County. Pawned items are recorded in the Leads Online database and are able to be searched by law enforcement who subscribe to the service. This service provides us with the ability to determine if stolen merchandise is pawned and who pawned the merchandise from anywhere in the US. Many agencies have been able to solve cases by locating the merchandise in other cities pawn shops. All the pawned records in Cedar Falls would be entered into the system and we would be allowed to search for stolen items in Cedar Falls nationwide. The cost of a yearly contract is \$4,870.00. I recommend approval of this contract.

AGENCY AGREEMENT

This LeadsOnline, LLC AGENCY AGREEMENT ("Agreement"), dated November 15, 2019 ("Effective Date") is made between Cedar Falls Police Department ("Agency") and LeadsOnline LLC ("Leads").

SCOPE OF AGREEMENT

Leads operates and maintains an electronic reporting and criminal investigation system for receiving Data for the use of Law Enforcement Officials in their official duties. Leads acts in the capacity of an agent for such Law Enforcement Agencies for the purpose of collecting, maintaining and disseminating Data.

Agency desires to utilize Leads' System to support its investigations.

Subject to the terms of this Agreement and in consideration of the mutual covenants stated below, the parties agree as follows:

1. Definitions

- 1.1 "Data" means all information provided by Reporting Businesses and Law Enforcement Agencies about transactions, including (but not limited to) the transaction number, item number, product UPC code, quantity and ingredients, make, model, property description, serial number, name, address, identification number, telephone number, date of birth and any images recorded during the course of a transaction according to official request, statutory requirement or otherwise.
- 1.2 "GLBA" means the Gramm-Leach-Bliley Act of 1999, together with the Privacy Rule and Safeguards Rule promulgated by the U.S. Federal financial institution regulators and the Federal Trade Commission.
- 1.3 "Law Enforcement Agency" means any agency duly authorized by Municipal, State, County or Federal government to enforce laws or investigate crimes.
- 1.4 "Law Enforcement Official" means a person employed and authorized by a Law Enforcement Agency to, in his/her official duties, access Data and/or submit Data for official use by Law Enforcement Agencies.
- 1.5 "Leads' System" is Leads' electronic reporting and criminal investigations system for receiving Data for access by Law Enforcement Officials.
- 1.6 "Reporting Business" shall mean any entity that records Data regarding (a) the receipt or sale of products regulated by law, including but not limited to the Combat Methamphetamine Act of 2005 and (b) the receipt or other disposition of merchandise or materials, and reports such Data for access by Law Enforcement Officials according to official request, statutory requirement or otherwise.

2. Responsibilities of Agency

- 2.1 Agency agrees that the protection of usernames and passwords used to access Leads services and any Data accessed via Leads by its Law Enforcement Official is the

- responsibility of Agency. Agency agrees to maintain such information in a secure manner and to not provide login credentials to any other person.
- 2.2 Agency is responsible for the accuracy of information submitted by Agency's Law Enforcement Officials in registration for Law Enforcement Agency's accounts.
 - 2.3 Agency agrees to not share its access to Leads' System with other Law Enforcement Agencies and to not share information retrieved from Leads' System with the exception of disclosure necessary for the purpose of prosecution of crimes within Agency's jurisdiction investigated by Agency.
 - 2.4 Agency agrees that accounts will be i) registered only to individual Law Enforcement Officials employed exclusively by Agency and ii) will be used only by the specific Law Enforcement Official to whom the account is registered and iii) will not be used to access or otherwise provide information from Leads system to other Law Enforcement Agencies.
 - 2.5 Agency represents and warrants that it shall only access, use and disclose Data for use in Agency's official Law Enforcement Agency duties. Agency maintains sole responsibility for activity taking place under its user accounts and is responsible for any use, misuse or disclosure of Data accessed by its users.
 - 2.6 Agency is responsible for securing Data accessed from Leads' System, and agrees to comply with all applicable statutes, laws and regulations for use and disclosure of non-public personal information, including federal and state data security breach laws and the GLBA.
 - 2.7 Agency agrees to not search Leads' System for the purpose of creating a public record in order to respond to a public records request when no such public record existed at the time the public records request was received by Agency. Agency understands and acknowledges that information accessible via Leads' System may not be eligible for disclosure in response to a public records request according to applicable law. Upon receipt of a request for records accessible via Leads' System, Agency will consider factors including but not limited to i) whether or not Agency has actually accessed and/or retained the record, ii) whether or not the record(s) are related to an active criminal investigation iii) whether or not the Reporting Business supplying the information is specifically required by law to report to Agency via Leads' System iv) whether or not the information contains non-public personal information protected by state and federal privacy law and breach notification law v) whether or not Agency's response to such request would include the trade secrets of one or more Reporting Businesses vi) whether or not the Reporting Businesses or customers are to be notified and provided with the opportunity to object to such disclosure, vii) whether or not computer programming or excessive labor would be required to redact exempted information from records prior to disclosure.
 - 2.8 Agency is responsible for using devices and browsers capable of connecting via an encrypted internet connection.
 - 2.9 Agency is responsible for promptly notifying Leads when a user is no longer employed by Agency or is otherwise no longer authorized to access Leads' System.

2.10 Agency agrees to promptly notify Leads of any conditions that Agency believes may represent or result from a security incident or vulnerability, including the possible compromise of a user's password. Please send any notifications to privacy@leadsonline.com.

2.11 Agency will pay subscription fees according to the schedule set forth in Attachment 'A' which by this reference is incorporated herein.

3. Responsibilities of Leads

3.1 Leads agrees to operate and maintain the Leads System for the purpose of receiving Data for access only by Law Enforcement Officials.

3.2 Leads agrees to secure Data using administrative, technical and physical safeguards as set forth in applicable law, including the GLBA.

3.3 Leads agrees to provide use of Leads' System with the capabilities specified in Attachment 'A'.

4. Conditions for use of Leads' System

4.1 Leads' System and website, including but not limited to written materials, text, graphics, logos, software, functionality, icons and images are the exclusive proprietary property of Leads and are protected under the United States Copyright Act (17 United States Code), as well as by all applicable state and international copyright laws, and by the Lanham Act (15 U.S.C. §§1051-1141n). Agency Agrees to abide by any additional copyright notices, trademarks, information, or restrictions contained in any content on Leads' System and website. Leads' System and website may be used solely for the purposes expressly provided for herein, and no aspect of the Leads' System or website may be used for any other purpose whatsoever. Any other use is unauthorized and will constitute an infringement upon the proprietary rights of Leads. No authority to use any content on Leads' System, website, or any other intellectual or other property of Leads not expressly granted by this Agreement shall be implied.

4.2 Agency agrees to not decompile or otherwise copy or use content on the Leads' System or website or other proprietary information of Leads for purposes of reverse-engineering or reconstruction, and to not remove, overprint or deface any notice of copyright, trademark, logo, legend, or other notices from any materials Agency obtains from Leads' System or website.

4.3 Agency represents it is a Law Enforcement Agency.

4.4 Leads may modify or upgrade any aspect of Leads' System at any time without notice. Leads agrees to make commercially reasonable efforts to perform such modifications in a manner that is not disruptive to Agency.

4.5 Subject to the terms of this Agreement, Agency hereby appoints Leads as its agent for the sole purpose of collecting, maintaining and disseminating Data from Reporting Businesses. This agency appointment is effective as of the registration date of Agency's initial user.

- 4.6 Leads uses a number of checks to identify inaccurate or incomplete Data, but cannot and does not represent or endorse the accuracy or reliability of Data or other information submitted by Reporting Business and Law Enforcement Agencies. Data is provided by Reporting Businesses and Law Enforcement Agencies according to the laws and practices enforced in Reporting Businesses' jurisdiction using their proprietary operational software.
- 4.7 Leads will provide reasonable instructions to Reporting Businesses regarding uploading Data to the Leads' System, but is not responsible for ensuring their compliance with their Data reporting obligations.
- 4.8 Agency will not discourage Reporting Businesses from submitting Data via Leads.

5. Term

- 5.1 This Agreement will become effective as of the date first set forth above and remain in effect for three (3) years (the "Initial Term") or until termination by Leads or Agency as described below.
- 5.2 Neither party is obligated to renew this Agreement. Upon expiration of the Initial Term and any renewal term, Agency may renew this Agreement for an additional one-year term. Mutual agreement to be evidenced by Leads' submission of a valid invoice for the renewal year, and Agency's payment of such invoice within 30 days of renewal.
- 5.3 Following reasonable notice and cure period(s), either party may without further notice, terminate this Agreement if the other party (a) fails to perform any material obligation required under this Agreement or (b) violates any laws, rules or regulations related to this Agreement.
- 5.4 The parties agree that any continuation of this Agreement from one fiscal year to the next is contingent upon annual fiscal appropriation and lawful approval by Agency's governing entity. Agency may terminate this Agreement by providing 60 days' written notice to Leads prior to the next contract year if funding to make the next scheduled payment is not duly appropriated and authorized.

6. Disclaimer and Indemnification

- 6.1 **EXCEPT FOR THE REPRESENTATIONS SET FORTH IN SECTION 3 OF THIS AGREEMENT, LEADS SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS, CONDITIONS, AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARISING BY STATUTE, OPERATION OF LAW, USAGE OF TRADE, CUSTOM, COURSE OF DEALING, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY, MERCHANTABILITY, SATISFACTORY QUALITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND/OR ANY AND ALL OTHER IMPLIED WARRANTIES AND EXPRESS WARRANTIES (OTHER THAN THOSE SET FORTH HEREIN, IF ANY) WITH RESPECT TO LEADS' SYSTEM. LEADS' SYSTEM, INCLUDING ALL DATA, CONTENT, SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH LEADS' WEBSITE IS PROVIDED, AND ACCEPTED AND/OR USED, "AS IS" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND.**
- 6.2 **IN NO EVENT SHALL LEADS BE LIABLE FOR OTHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOSSES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, DOWNTIME COSTS, LABOR COST, OVERHEAD COSTS OR CLAIMS**

OF THE REPORTING BUSINESS, ITS AFFILIATES OR ANY OTHER THIRD PARTY, EVEN IF LEADS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, AT AN ABSOLUTE MAXIMUM, LEADS LIABILITY SHALL BE LIMITED TO THE AMOUNT OF MONEY IT IS PAID BY AGENCY TO LEADS.

6.3 Leads shall indemnify, hold harmless, protect and defend Agency and its officials, officers, employees, agents and authorized volunteers (the "Indemnified Parties") from and against all losses, liabilities, judgments, costs, expenses, damages (including damages to the Leads' System), attorney's fees, and other costs, including all costs of defense, arising from all suits of law or actions of every nature for or on account of the infringement of any trade secrets, patents, trademarks, copyrights or other proprietary right of any other party by reason of the use or integration of any proprietary materials, equipment, devices or processes, originally incorporated, or provided and used, by Leads in the performance of the services provided under this Agreement. Notwithstanding the foregoing, if the foregoing described losses, liabilities, judgments, costs, expenses, damages and the like arise due to the misuse of the Data or any other breach of this Agreement by Agency, Leads' liability under this paragraph shall be reduced proportionately by the amount of loss, liability, judgment, cost, expense, damage and the like arising due to such misuse or breach by Agency.

7. Miscellaneous

- 7.1 Neither party will be liable for any failure or delay in performing an obligation under this Agreement that is due to causes beyond its reasonable control, including any act that would be considered force majeure.
- 7.2 If any provision of this Agreement is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement, unless Leads deems the unenforceable provision to be essential to this Agreement, in which case Leads may terminate this Agreement, effective immediately upon notice to Agency.
- 7.3 Leads reserves the right to disclose any information in response to an official government request or duly authorized subpoena.
- 7.4 Any waiver by Leads of a breach of any provision of this Agreement by Agency or delay in enforcing any rights shall not operate or be construed as a waiver of any other or subsequent breach by Agency.
- 7.5 This Agreement constitutes the entire agreement between the parties, and supersedes all prior agreements and understandings, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified, changed or discharged, in whole or in part, except by an agreement in writing signed by both parties. The mere acceptance of any work order, purchase order or other document containing provisions purported to modify or enlarge the obligations or liabilities of either party shall not be construed as acceptance of such provisions.
- 7.6 Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement. There are no third-party beneficiaries to this Agreement. The only persons who may enforce or benefit from this Agreement and any rights under this Agreement are Agency and Leads.

7.7 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflicts of laws provisions. Sole and exclusive jurisdiction and venue for any action or proceeding arising out of or related to this Agreement shall be an appropriate state or federal court located either in Dallas County or Collin County, Texas.

7.8 Neither party will assign its rights or duties under this Agreement without first providing written notice to the other party with at least 30 days to object to such assignment and in doing so, immediately terminate the Agreement without penalty.

LEADS

LeadsOnline LLC

Signature: _____

Print Name: David K. Finley

Title: President & CEO

Date: _____

Address: 6900 Dallas Parkway, Suite 825
Plano, Texas 75024

Tax ID: 42-1720332

AGENCY

Cedar Falls Police Department

Signature: _____

Print Name: _____

Title: _____

Date: _____

Address: 220 Clay Street
Cedar Falls, IA 50613

AGENCY AGREEMENT – Attachment ‘A’

SCOPE OF WORK AND ANNUAL SUBSCRIPTION FEE

| LeadsOnline System Capability | PowerPlus |
|--|-------------------|
| Online reporting system for all pawn/secondhand stores | ✓ |
| Unlimited accounts/searches for your personnel working your cases | ✓ |
| Images of property, sellers, vehicles, thumbprints, etc. as reported | ✓ |
| Legacy data import (from existing in-house database) | ✓ |
| Updates, training and support for agency personnel and businesses | ✓ |
| Transaction Monitor – Audit system for reporting compliance | ✓ |
| ReportIt citizen property inventory system | ✓ |
| Automated NCIC/stolen property hits | ✓ |
| Message Inbox (alerts and communication to and from businesses) | ✓ |
| Daily Stats (hits and statistics for each investigator) | ✓ |
| Property Hold Management System | ✓ |
| Nationwide search access | ✓ |
| Saved (continuous) searches/Email hit alerts | ✓ 90 |
| eBay First Responder Service | ✓ |
| Persons of Interest inter-agency suspect information system | ✓ |
| Suspect variations and associations reports | ✓ |
| Statement Analyzer | ✓ |
| Submit lists of known suspects and/or property (file upload) | ✓ |
| Online reporting System for scrap metal dealers | ✓ |
| Phone Forensics Search | ✓ |
| CompStat Mapping System | ✓ |
| Public Classified Ads –Craigslist | ✓ |
| Total Fixed Annual subscription fee due on November 15, 2019 and on or before each anniversary thereof during the Initial Term | \$4,870.00 |

Visit our website to quickly submit your information online:
www.leadsonline.com/update

Billing and Information Security Contact Information Form

Thanks so much for using LeadsOnline. We want to make sure we have up to date contact information for your department.

Date: _____ Agency: _____

Billing Contact

When it comes time for renewal, to whom should the renewal invoice be addressed?

**A VALID EMAIL ADDRESS IS REQUESTED FOR INVOICE
AND BILLING RELATED ISSUES ONLY. THANK YOU!**

Name: _____

Title: _____

Mailing Address/PO Box: _____

City, State, Zip: _____

Phone #: _____

Fax #: _____

Email: _____

Alt. Email: _____

Information Security Contact

We are required to have a point of contact for questions related to information security. This may also be referred to as "CJIS Compliance Officer" or "Local Agency Security Officer" or "LASO".

Name: _____ Title: _____

Phone #: _____ Email: _____

Please return this completed form via mail, email, fax or quickly submit your info online:

LeadsOnline LLC
6900 Dallas Parkway, Suite 825
Plano, TX 75024-4200

Email: accounting@leadsonline.com

Fax: 866-303-0901

Online: www.leadsonline.com/update

THANK YOU!



6900 Dallas Parkway, Suite 825
Plano, Texas 75024-4200

Cedar Falls Police Department
220 Clay Street
Cedar Falls, IA 50613

Attn: Captain Mike Hayes

ITEM 13.

QUOTE

Date: 10/30/2019
Quote#: 3252940
Terms: Quote Only
Agency ID: 2496

Service Dates:

11/15/19 – 11/14/20

| MONTHS | DESCRIPTION | TOTAL |
|--------|--|------------|
| 12 | LeadsOnline PowerPlus Investigation System Service Package | \$4,870.00 |

Thank you for your interest in LeadsOnline! Please contact your LeadsOnline representative to move forward with this quote.

Total: \$4,870.00

We accept Checks, Credit Cards, and EFT/ACH Payments

Update Your Billing Contact Information Online:

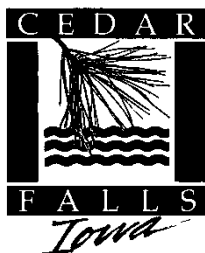
www.leadsonline.com/update

Download our W-9:

www.leadsonline.com/w9

Please call 972-331-7748 or email accounting@leadsonline.com should you have any questions about this quote.

Pricing and terms presented will expire 45 days from date of quote. A formal definitive agreement executed by both parties is required, the terms of which will supersede all prior communications and understandings. After execution, Purchase Orders should be emailed to accounting@leadsonline.com.



DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls
 220 Clay Street
 Cedar Falls, Iowa 50613
 www.cedarfalls.com

Administration Division ♦ Planning & Community Services Division
Phone: 319-273-8600 Fax: 319-273-8610

Engineering Division ♦ Inspection Services Division
Phone: 319-268-5161 Fax: 319-268-5197

Water Reclamation Division
Phone: 319-273-8633 Fax: 319-268-5566

TO: Honorable Mayor James P. Brown and City Council
FROM: Terra Ray, Engineer Tech II
DATE: November 20, 2019
SUBJECT: W. 1st Street Reconstruction Project
 Project # RC-000-3118
 State Project # STP-57-2(28)-2C-07

The City of Cedar Falls is working with the Iowa Department of Transportation on the reconstruction to W. 1st Street from Hudson Road to the Center/Franklin Street intersection. The project is in the final design phase, acquisitions of the necessary right of way needs are underway to meet the DOT and City's funding years for construction. The road construction will take place in 2019-2020. This project includes a total reconstruction of the roadway from a four lane to a five lane facility. The project identifies the need for total acquisitions from three (3) properties and partial acquisitions from 68 properties.

Attached is the Claim for Relocation Reimbursement for Parcel 71. Staff recommends that the City Council state their support in approving the Claim for Relocation Reimbursements.

xc: Stephanie Sheetz, Director
 Chase Schrage, Director
 David Sturch, Planner III

**CLAIM FOR NON-RESIDENTIAL
RELOCATION ASSISTANCE REIMBURSEMENT**

County Black Hawk Project No. STP-57-2(28)-2C-07 Parcel 71

APPLICATION FOR REIMBURSEMENT (Check Applicable Items)

- Moving Payment to Non-Profit Organizations Moving Payment to Business
 Moving Payment to Farm Operators Advertising Signs Personal Property

1. Name MNN Enterprises, Inc. 2. Date Moved _____
 Subj. Address _____ New Address _____
 Street 1310 W. 1st St Street _____
 City Cedar Falls State IA Zip 50613 City _____ State _____ Zip _____
 Owner Address _____
 Street P.O. Box 1
 City Cedar Rapids State IA Zip 50613

3. MOVING EXPENSES (INCLUDING STORAGE)
 Personal Property \$ 10,934.09
 Commercial Moves (Supported by receipted bills) \$ _____
 Self-Moves (Supported by receipted bills or other acceptable evidence of expenses) \$ _____
 \$ _____
 \$ _____
 \$ _____
 TOTAL OF ACTUAL MOVING EXPENSES \$10,934.09

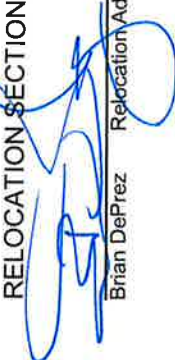

4. REESTABLISHMENT EXPENSES REMAINING ELIGIBLE FUNDS \$ _____
 \$ _____
 \$ _____
 TOTAL OF ACTUAL REESTABLISHMENT EXPENSES \$ _____

5. ACTUAL REASONABLE EXPENSES IN SEARCHING FOR A REPLACEMENT LOCATION.
 A. Received Bills \$ _____
 B. Time Spent in Search _____ hours X \$ _____ per hour \$ _____
 TOTAL EXPENSES IN SEARCHING FOR NEW LOCATION \$ _____

6. MOVING COSTS BASED ON AVERAGE EARNINGS
 A. This payment is in lieu of item (3), (4) and (5) of this claim.
 B. The payment shall be based upon a determination by the State that the Claimant is eligible to elect receipt of this payment.
 C. Supported by proof of average annual net earnings for the two previous years.
 (Based on Net Business or Farm income tax figures for those years)
 TOTAL IN LIEU OF ACTUAL MOVING EXPENSES \$ _____

7. PAYMENTS TO BE MADE TO: (if other than claimant)
 NAME & ADDRESS AMOUNT
 _____ \$ _____
 _____ \$ _____
 _____ \$ _____
 Assignment(s) or other letters directing these payments shall be on file with:
 Iowa Department of Transportation, Relocation Assistance Section, Ames, Iowa 50010

8. The amount of payment(s) claimed herein are Subject to Audit for Compliance with State and Federal Regulations.
 TOTAL AMOUNT OF THIS CLAIM Final Claim Not Final Claim \$10,934.09

CITY OF CEDAR FALLS USE ONLY
RELOCATION SECTION APPROVALS
 Date 10-8-2019
 Brian DePrez Relocation Advisor
 _____ Date _____
 Relocation Payment Auditor Date _____
CLAIMANT'S CERTIFICATION
 I certify that the above claim is correct, just and unpaid.
 Date 11/13/19
 Signed/(Must be signed in ink) _____ Date _____



DEPARTMENT OF PUBLIC WORKS

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



MEMORANDUM
Engineering Division

TO: Honorable Mayor James P. Brown and City Council
FROM: Jon Fitch, Principal Engineer
DATE: November 22, 2019
SUBJECT: W 20th Street Bridge Replacement Project
Project No. BR-105-3117
Iowa DOT Project No. BROS-1185(649)—8J-07
Statement of Completion and Final Acceptance of Work

Attached is the Statement of Completion and Final Acceptance of Work Agreement for the W 20th Street Bridge Replacement Project. This project is completed and ready for final acceptance of work. The attached Certificate of Statement of Completion and Final Acceptance of Work Agreement form must be approved by the City Council and signed by the Mayor. I am recommending proceeding with this approval.

The W 20th Street Bridge Replacement Project replaced the box culvert and roadway between Franklin Street and Clay Street.

The W 20th Street Bridge Replacement Project has been completed in reasonable compliance with the project plans and specifications. I recommend that the city Council approve and accept this project.


Jon Fitch

Date

xc: David Wicke, P.E.,
Chase Schrage, P.E., Public Works Director

STATEMENT OF COMPLETION AND FINAL ACCEPTANCE OF WORK

Contractor Peterson Contractors Inc. Letting Date 11-21-17
 Work Type RCB Culvert Replacement - Triple Box Contract ID 07-1185-649
 Accounting ID(s) 34682
 Project Number(s) BROS-1185(649)--8J-07

Additional Comments
 2 working days added on Change Order 1
 2 working days added on Change Order 2
 Original Contract 100 working days

Type of Contract

- Specified Start Date _____
- Approximate Start Date _____
- Late Start Date 5-14-18
- Completion Date Contract _____

| | | | | | |
|-------------------------|-----|--|--|--|--|
| Site No.(s) | 00 | | | | |
| Working Days Specified: | 104 | | | | |
| Working Days Charged: | 102 | | | | |
| Closure Days Specified: | | | | | |
| Closure Days Charged: | | | | | |

Actual Start Date 3-12-18
 Field Completion Date 6-3-19

| Recommended for Acceptance | Iowa DOT Contract Acceptance |
|--|---|
| Signature <u>[Signature]</u> Project Engineer | Signature _____ District Construction Engineer |
| Date <u>10.01.2019</u> | Date _____ |

Approved and Work Accepted on Behalf of the Board of Supervisors of

_____ County this _____ Day of _____, _____ Year

Signature _____
County Engineer

For Central Office Use Only

Recorded Finance Recorded Construction & Materials

NOTE: On county administered projects, the County Engineer is required to sign "Recommended for Acceptance" and "Approved and Work Accepted on Behalf of the Board of Supervisors".

Project Engineer – Send original to District **District** – Forward original to Office of Construction & Materials and copy to Project Engineer.


DEPARTMENT OF PUBLIC WORKS

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor James P. Brown and City Council

FROM: Jon Fitch, Principal Engineer, PE

DATE: November 25, 2019

SUBJECT: Professional Services Agreement, Snyder & Associates, Inc.
 2019 Engineering Services
 Supplemental Agreement No. 10A
 West Viking Road Reconstruction from Production Dr to South Union Rd
 – Trail Infill Hudson Road to Production Drive
 City Project No. RC-362-3212

Please find attached Supplemental Agreement No. 10A to the Professional Services Agreement between the City of Cedar Falls and Snyder & Associates, Inc. for 2019 Engineering Services. This supplemental agreement includes the design of a 10-ft wide recreational trail to accompany the West Viking Road Improvements Project, as described in Supplemental Agreement No. 10, from Production Drive to Hudson Road. The agreement includes the design of the trail along the north side of West Viking Road, design of a curb and gutter section along West Viking Road and storm sewer design.

The City of Cedar Falls entered into a Professional Services Agreement with Snyder & Associates, Inc. for the 2019 Engineering Services on December 3, 2018. Funding for the Supplemental Agreement #10A will be provided by the Industrial Park TIF funds in the amount of \$37,200. This project is included in the City of Cedar Falls' Capital Improvements Program.

The Department of Public Works requests your consideration and approval of this Supplemental Agreement No. 10A with Snyder & Associates, Inc. for the design of the Recreational Trail Infill.

If you have any questions or comments feel free to contact me.

xc: Chase Schrage, Director of Public Works
 Shane Graham, Planning
 David Wicke, City Engineer



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

SUPPLEMENTAL AGREEMENT NO. 10A

2019 Engineering Services
Cedar Falls, Iowa
City Project Number: RC-362-3212

WHEREAS, a Professional Services Agreement was entered into by the City of Cedar Falls, Iowa (CLIENT), and Snyder & Associates, Inc. (CONSULTANT), of Cedar Rapids, Iowa, dated December 3, 2018 for the municipal engineering support services; and

WHEREAS, the CLIENT and CONSULTANT desire to amend the previous agreement to include Scope of Services and Compensation for additional items required as a part of the 2019 Engineering Services,

WHEREAS, the CONSULTANT is designing an Industrial Park development for the CLIENT, which has led to the need for preliminary transportation and utility planning within this corridor,

NOW THEREFORE, it is mutually agreed to amend the original Professional Services Agreement by adding the following items:

I. SCOPE OF SERVICES

The CONSULTANT shall provide Professional Services to design and develop construction documents to construct additional 10-foot wide recreational trail to accompany the West Viking Road Improvements Project, as described in Supplemental Agreement No. 10, from Production Drive to Hudson Road. The scope of services herein are based on the design of a 10-foot wide recreational trail along the north side of West Viking Road, the design of a curb and gutter section along West Viking Road and storm sewer design.

III. COMPENSATION

The Compensation is hereby amended to include the following fees:

a. PHASE 1 SERVICES

Additional compensation for Phase 1 Services as outlined in Article I shall be hourly, not to exceed, as follows:

Table with 2 columns: Task, Fee. Rows include Contract Management (\$0), Survey, Field, and Other Services (\$7,500), Traffic Study (\$0), Functional Design and Concept (\$3,100), Preliminary Design (30%) (\$8,900), and Total (\$19,500).

b. PHASE 2 SERVICES

Additional compensation for Phase 2 Services as outlined in Article I shall be hourly, not to exceed, as follows:

| Task | Fee |
|---------------------|-----------------|
| Contract Management | \$0 |
| Check Plans (60%) | \$14,800 |
| Print Documents | \$2,900 |
| Letting Services | \$0 |
| Total | \$17,700 |

c. ADDITIONAL SERVICES

Additional Services will be provided upon authorization to proceed with the selected Tasks. Compensation for Additional Services as outlined in Article IV shall be hourly, not to exceed, as follows:

| Task | Hourly Fee |
|----------------|---------------------------|
| Other Services | Per Attached Fee Schedule |

IV. In all other aspects, the obligations of the CLIENT and CONSULTANT shall remain as specified in the Professional Services Agreement dated December 3, 2018, as supplemented.

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: Lindsay Beaman

Printed Name: _____

Printed Name: Lindsay Beaman

Title: _____

Title: Business Unit Leader

Date: _____

Date: Nov 25, 2019


DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM
Planning & Community Services Division

TO: Honorable Mayor James P. Brown and City Council
FROM: Karen Howard, AICP, Planning & Community Services Manager
DATE: November 26, 2019
SUBJECT: Renewal of the College Hill Self-Supported Municipal Improvement District (SSMID)

PETITIONER: College Hill Partnership (Lead Agency)

LOCATION: College Hill Commercial District

Evaluative Report for the Cedar Falls City Council on the Merit and Feasibility of Renewing the College Hill Self-Supported Municipal Improvement District

PROPOSAL

In accordance with Iowa Code Chapter 386, the College Hill Partnership has submitted a petition to the City of Cedar Falls for the renewal of the College Hill Self-Supported Municipal Improvement District (SSMID). The purpose for the creation of the College Hill SSMID is to provide funding to pay the ongoing administrative and support costs for the services and functioning of the College Hill Partnership, which develops and encourages retail businesses by way of promotion and support for existing businesses, area improvements, and for healthy growth and development consistent with the long term goals for the College Hill business district.

Attached is the memo and petition submitted by the College Hill Partnership. The requirement for approval of a SSMID is support by petition from a minimum of 25% of the unique property owners representing 25% of the total valuation of the District. The Partnership submitted signatures from over 40% of the total number of unique property owners, which represent over 50% of the total valuation within the area covered by the SSMID, so their petition meets the threshold for renewal of the SSMID.

The self-imposed tax upon property within the SSMID area will remain the same at \$2.75 per \$1000 of net taxable valuation per year, commencing with the levy for tax collection in the fiscal year beginning July 1, 2020 and continuing for four additional

years ending June 30, 2025. All tax revenue collected from properties subject to the additional tax will be deposited into the College Hill Self-Supported Municipal Improvement District Fund for the operational purposes of the College Hill Partnership as stated above. It should be noted that residential property within the District is not subject to the additional tax.

BACKGROUND AND ANALYSIS

This memorandum serves as the *Evaluative Report for City Council on the Merit and Feasibility of the College Hill Self-Supported Municipal Improvement District*. The following attachments are supporting documentation used in the development of this Evaluative Report:

- A letter from the College Hill Partnership requesting renewal of the SSMID with a summary of the necessary signatures of support received to meet the State requirements for renewal of the SSMID;
- A spreadsheet that includes all 22 commercial property owners who are located within the boundaries of the SSMID and subject to the additional tax. Those deedholders highlighted in the spreadsheet are those who have signed the petition of support. The spreadsheet indicates both the percentage of unique property owners who have signed the petition and the percentage of valuation those properties represent within the SSMID;
- Copies of the signed petitions;
- Map illustrating the location and boundaries of the SSMID.

PLANNING AND ZONING COMMISSION RECOMMENDATION

The Planning & Zoning Commission approves and endorses this Evaluative Report on the Merit and Feasibility of the Renewal of the College Hill Self-Support Municipal Improvement District and recommends that the City Council proceeds to set public hearing for consideration of the same.

PLANNING & ZONING COMMISSION ACTIONS

11/20/19 Meeting - Chair Holst introduced the item and Ms. Howard provided background information. She explained that the College Hill Partnership submitted a petition for renewal of the SSMID. The purpose of the district is to support the ongoing administrative functions and costs for the Partnership, which promotes and supports existing businesses, area improvements, and advocates for healthy growth and development consistent with the long term goals for the College Hill business district. Every five years the Partnerships must submit a new petition indicating support from at least 25% of the unique property owners representing at least 25% of the assessed value of commercial property within the SSMID District. State Code requires that the City Council receive the petition

and refer it to the Planning and Zoning Commission for evaluation. Ms. Howard noted that the tax for the SSMID will remain the same. Since the petition submitted by the Partnership exceeds the minimum threshold of support per State Law, Staff recommends approval of the petition for renewal of the SSMID.

Ms. Prideaux made a motion to approve the item. Ms. Lynch seconded the motion. The motion was approved unanimously with 7 ayes (Adkins, Hartley, Holst, Larson, Lynch, Prideaux, and Wingert), and 0 nays.



College Hill Partnership

2304 College Street
PO Box 974
Cedar Falls, Iowa 50613

Phone: 319-273-6882
collegehillpartnership@gmail.com
www.collegehillpartnership.org

2019-2020

Board of Directors

Dave Deibler, President
Chris Martin, Vice President
Becky Hawbaker, Secretary
Doug Johnson, Treasurer
Andrea Geary
Andy Fuchtman
Barb Schilf
Brent Dahlstrom
Jacob Levang
Kyle Dehmlow
Ryan Kriener

12 November 2019

Mayor Jim Brown
Members of City Council
220 Clay Street
Cedar Falls, IA 50613

Dear Mayor Brown and Members of City Council:

Enclosed, please find information supporting our request and petition to renew the College Hill Fund SSMID in the College Hill Overlay.

The College Hill Partnership was established in April 2008 and was created to continue the revitalization and promotion of the College Hill District beyond the streetscape investment made by the City.

Included, you will find the needed signatures of support required to renew the current Self-Supported Municipal Improvement District in the C-3 commercial zone of the College Hill Overlay. We obtained nine signatures (over 40% of the total number of unique property owners), which represent over 50% of the total valuation. Reaching over the 25% threshold required to submit a petition for renewal.

This is a self-imposed assessment by the property owners, but we realize that assessment of any kind may come with a certain amount of controversy. The SSMID funding has allowed our organization and Overlay District to grow productively and beneficially.

Thank you for your consideration of this request. We request that you pass this petition along to the Planning and Zoning Commission for their consideration. Please contact us if you have any questions or concerns. We want to thank you all for your continued support of the College Hill Partnership and the College Hill Overlay District.

Regards,

K E Sogard

Kathryn Sogard, Executive Director

College Hill Partnership
Hill Partnership Board Of Directors

College Hill Self-Supporting Municipal Improvement District (SSMID)

| Parcel | Deed Holder 1 | Deed Holder 2 | Contract Buyer 1 | Property Address | Valuation |
|--------------|--------------------------------|-------------------|-------------------------|------------------------|------------------|
| 891413309011 | BUHMANN, ADAM N | | | 2220 COLLEGE ST | \$ 125,500.00 |
| 891414430023 | CEDAR CREST INVESTMENTS L C | | | 1001 W 23RD ST | \$ 165,890.00 |
| 891414428065 | CONVENIENCE STORE INVESTMENTS | | | 2019 COLLEGE ST | \$ 876,700.00 |
| 891413301007 | CV COMMERCIAL LLC | | | 2024 COLLEGE ST | \$ 656,250.00 |
| 891413301008 | CV COMMERCIAL LLC | | | 2022 COLLEGE ST | \$ 167,860.00 |
| 891413301009 | CV COMMERCIAL LLC | | | 2020 COLLEGE ST | \$ 216,020.00 |
| 891413301010 | CV COMMERCIAL LLC | | | | \$ 1,520.00 |
| 891413301012 | CV COMMERCIAL LLC | | | 2016 COLLEGE ST | \$ 258,720.00 |
| 891414428014 | CV COMMERCIAL LLC | | | 925 W 22ND ST | \$ 93,260.00 |
| 891414430052 | CV COMMERCIAL LLC | | | 2215 COLLEGE ST #A | \$ 307,260.00 |
| 891414430053 | CV COMMERCIAL LLC | | | 2215 COLLEGE ST #B | \$ 325,730.00 |
| 891414430060 | CV COMMERCIAL LLC | | | 917 W 23RD ST #A | \$ 481,130.00 |
| 891413309015 | CV PROPERTIES LLC | | | 2210 COLLEGE ST | \$ 452,530.00 |
| 891413309001 | D SQUARED LLC | | | 2200-2202 COLLEGE ST | \$ 600,440.00 |
| 891413309016 | D SQUARED LLC | | | 2208 COLLEGE ST | \$ 188,660.00 |
| 891414430011 | DEIBLER, DAVID O | SCHILF, BARBARA E | | 2205 COLLEGE ST | \$ 216,440.00 |
| 891413309013 | DIETZ, COLLEEN | | | 2216 COLLEGE ST | \$ 112,010.00 |
| 891414430016 | DOUBLE J INC | | SOUTHGATE PROPERTIES LC | 2223 COLLEGE ST | \$ 459,990.00 |
| 891413301011 | EILERS, DUANE R II | | | 2018 COLLEGE ST | \$ 50,720.00 |
| 891413301001 | EILERS, DWAYNE R II | | | 2002 COLLEGE ST | \$ 284,770.00 |
| 891413301015 | EILERS, DWAYNE R II | | | 2004 COLLEGE ST | \$ 129,260.00 |
| 891413309010 | EILERS, DWAYNE R II | | | 2222 COLLEGE ST | \$ 124,720.00 |
| 891414430013 | EMAAD LLC | | | 2211 COLLEGE ST | \$ 166,900.00 |
| 891414430015 | EVELAND, JOHN | | | 2217 COLLEGE ST | \$ 172,250.00 |
| 891414428035 | GEISLER WAREHOUSE LLC | | | 2025 COLLEGE ST | \$ 183,020.00 |
| 891414430012 | MOHAIR PEAR LTD | | | 2209 COLLEGE ST | \$ 191,690.00 |
| 891414430019 | MUKAI, TERU TRUST | | MUKAI, KAREN B TRUST | 909 W 23RD ST | \$ 309,630.00 |
| 891414430017 | RODGERS, ROBERT II | | RODGERS, CHARLEEN | 2225 COLLEGE ST | \$ 190,580.00 |
| 891413305007 | S AND G PAK LLC | | | 2128 COLLEGE ST | \$ 365,150.00 |
| 891413309012 | SOOD, SURINDER S | | | 2218 COLLEGE ST | \$ 200,690.00 |
| 891413309014 | STEDMAN, SUE E | | SOOD, KASHMIR K | 2214 COLLEGE ST | \$ 204,100.00 |
| 891413309009 | T AND T RENTALS L C | | | 2224 COLLEGE ST | \$ 273,530.00 |
| 891414430018 | TEAM INVESTMENTS LLC | | | 2227 COLLEGE ST | \$ 365,550.00 |
| 891414430020 | TEAM INVESTMENTS LLC | | | 911 W 23RD ST | \$ 125,980.00 |
| 891414430021 | TEAM INVESTMENTS LLC | | | 913-915 W 23RD ST | \$ 149,400.00 |
| 891413309017 | U S CELLULAR OPER CO OF WATERL | | | 2215 OLIVE ST | \$ 81,300.00 |
| 891414428013 | ZHENG DEVELOPMENT LLC | | | 2125 COLLEGE ST | \$ 966,860.00 |
| 22 | Total Property Owners | | | Total Valuation | \$ 10,242,010.00 |
| 9 | Property Owners in Petitions | 40.91% | 59.43% | Valuation in Petitions | \$ 6,086,500.00 |

**Petition for Renewal of the
College Hill Overlay Fund
Self-Supported Municipal Improvement District (SSMID)
2019**

We, the undersigned, endorse renewing the Self-Supported Municipal Improvement District (SSMID) for the College Hill area in Cedar Falls. Said renewal will be established for the period commencing July 1, 2020 and ending June 30, 2025. Said district will be taxed at a rate not to exceed two dollars and seventy five cents (\$2.75) per thousand dollars (\$1000.00) of taxable valuation of the real property included. Revenues generated from the district shall be used to fund College Hill revitalization through the College Hill Neighborhood Association (DBA College Hill Partnership). This petition shall be submitted to the City Clerk of the City of Cedar Falls, Iowa request that the district be continued.

| NAME | ADDRESS | PHONE |
|-------------------|---|----------------|
| 1. Bank Schief | Mohair Pear Ltd 2209 College St | 319-290-3186 |
| 2. DAVE DEIBLER | OCTOPUS LLC 2205 College St. | 319 290-8716 |
| 3. Robert Rodgers | LIMITED EDITION COMICS 2225 COLLEGE ST. | 319-273-8969 |
| 4. ADAM BUHMANN | RITUAL 2220 COLLEGE ST. C.F. | 319-830-4495 |
| 5. T J M | 2224 college st. CF | 319 492 0576 |
| 6. [Signature] | 2208-2208 College St CF | 319-415-3554 |
| 7. Ryan J Bruener | 2016 college st. CF | (319) 269-6414 |
| 8. | 2020 college st. | |
| 9. | 2022 college st. | |
| 10. | 2024 college st. | |
| 11. | 2010 college st. | |
| 12. | 2015 college st. | |
| 13. | 917 W 23 rd St. | |
| 14. | | |
| 15. | | |

**Petition for Renewal of the
College Hill Overlay Fund
Self-Supported Municipal Improvement District (SSMID)
2019**

We, the undersigned, endorse renewing the Self-Supported Municipal Improvement District (SSMID) for the College Hill area in Cedar Falls. Said renewal will be established for the period commencing July 1, 2020 and ending June 30, 2025. Said district will be taxed at a rate not to exceed two dollars and seventy five cents (\$2.75) per thousand dollars (\$1000.00) of taxable valuation of the real property included. Revenues generated from the district shall be used to fund College Hill revitalization through the College Hill Neighborhood Association (DBA College Hill Partnership). This petition shall be submitted to the City Clerk of the City of Cedar Falls, Iowa request that the district be continued.

| | NAME | ADDRESS | PHONE |
|-----|--------------------|-------------------------|---------------------|
| 1. | <i>[Signature]</i> | <i>2223 College St.</i> | <i>319-277-3319</i> |
| 2. | | | |
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**Petition for Renewal of the
College Hill Overlay Fund
Self-Supported Municipal Improvement District (SSMID)
2019**

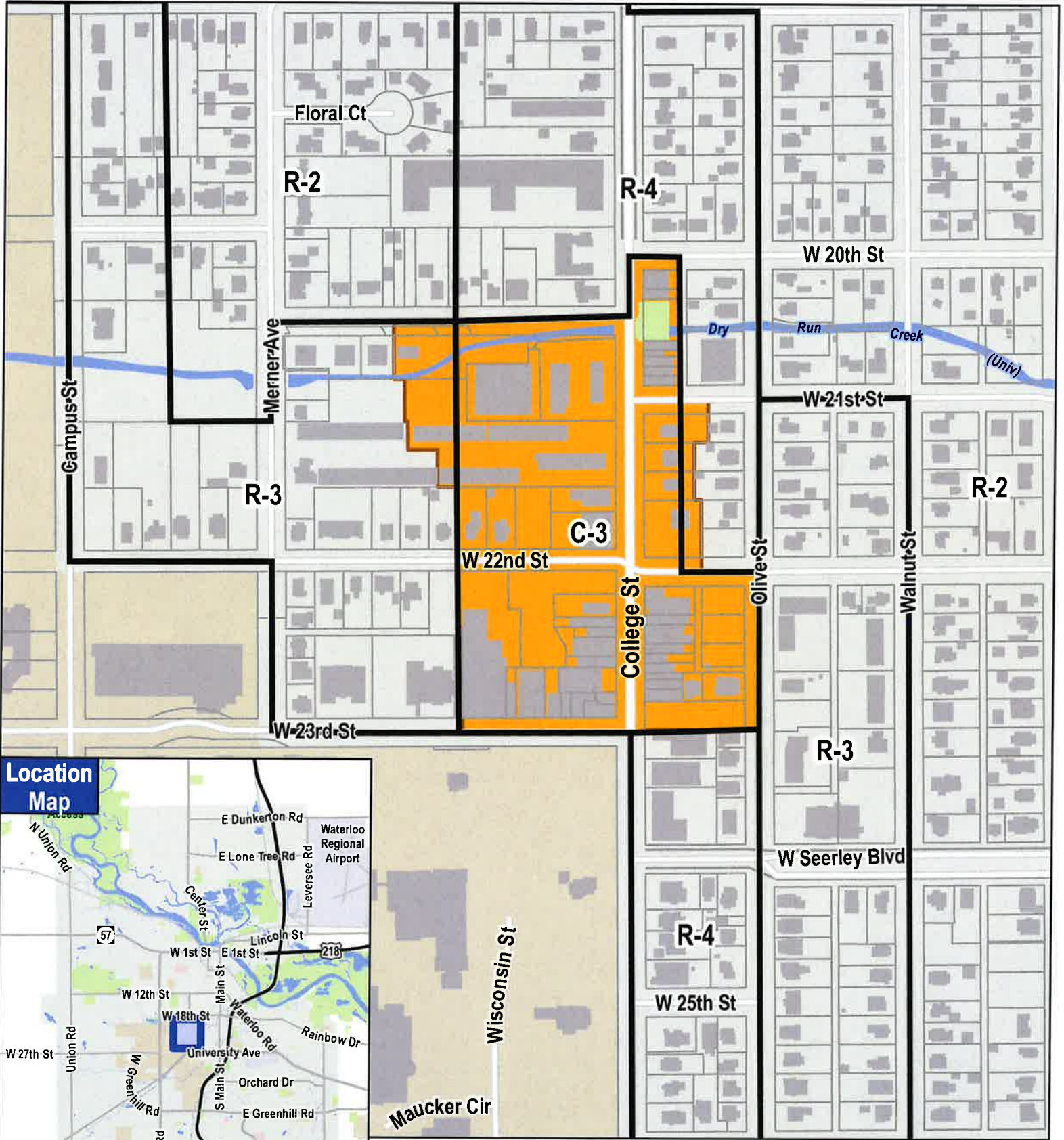
We, the undersigned, endorse renewing the Self-Supported Municipal Improvement District (SSMID) for the College Hill area in Cedar Falls. Said renewal will be established for the period commencing July 1, 2020 and ending June 30, 2025. Said district will be taxed at a rate not to exceed two dollars and seventy five cents (\$2.75) per thousand dollars (\$1000.00) of taxable valuation of the real property included. Revenues generated from the district shall be used to fund College Hill revitalization through the College Hill Neighborhood Association (DBA College Hill Partnership). This petition shall be submitted to the City Clerk of the City of Cedar Falls, Iowa request that the district be continued.

| | NAME | ADDRESS | PHONE |
|-----|---------------|------------------------|-------------------|
| 1. | <i>Jessie</i> | <i>2125 college st</i> | <i>3192908763</i> |
| 2. | | | |
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| 15. | | | |

College Hill Self Supporting Municipal Improvement District (SSMID)

Cedar Falls City Council - November 18, 2019

ITEM 17.



College Hill SSMID
Self Supporting Municipal Improvement District



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 James P. Brown and City Council
FROM: Shane Graham, Economic Development Coordinator
DATE: November 25, 2019
SUBJECT: Agreement for Private Development – Prestige WW, L.L.C.

Staff would like to request that a public hearing be scheduled for December 16, 2019 to address a proposed Agreement for Private Development with Prestige WW, L.L.C. The proposed project would consist of the rehabilitation of 3,600 (main base) square feet of commercial space on the first floor of the building, and 3,600 square feet of residential space on the second floor of the building. Additional information pertaining to this project and corresponding agreement terms 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 PRESTIGE WW, L.L.C.

WHEREAS, by Resolution No. 7418, adopted November 24, 1986, and amended by Amendment No. 1, approved by Resolution No. 12,795 on May 14, 2001, by Amendment No. 2, approved by Resolution No. 18,165 on July 16, 2012, by Amendment No. 3, approved by Resolution No. 18,837 on November 11, 2013, by Amendment No. 4, approved by Resolution 20,864 on December 18, 2017, and by Amendment No. 5, approved by Resolution 21,367 on December 17, 2018, 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 Downtown Development Area Urban Renewal Plan ("Plan" or "Urban Renewal Plan") for the Downtown Development Area Urban Renewal Area ("Area" or "Urban Renewal Area") described therein, which Plan, as amended, is on file in the office of the Recorder of Black Hawk County; and

WHEREAS, it is desirable that properties within the Area be redeveloped as part of the overall redevelopment area covered by said Plan; and

WHEREAS, the City has received a proposal from Prestige WW, L.L.C. (the "Developer"), in the form of a proposed Agreement for Private Development (the "Agreement") by and between the City and the Developer, pursuant to which, among other things, the Developer would agree to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the Downtown Development Area Urban Renewal Area as defined and legally described in the Agreement and consisting of the rehabilitation of 3,600 (main base) square feet of commercial space on the first floor of the building, and 3,600 square feet of residential space on the second floor of the building, together with all related site improvements, as outlined in the proposed Agreement; and

WHEREAS, the Agreement further proposes that the City will make up to five (5) consecutive annual payments of Economic Development Grants to Developer consisting of 100% of the Tax Increments pursuant to Iowa Code Section 403.19 and generated by the construction of the Minimum Improvements, the cumulative total for all such payments not to exceed the lesser of \$42,897, or the

amount accrued under the formula outlined in the proposed Agreement for Private Development, under the terms and following satisfaction of the conditions set forth in the Agreement; and

WHEREAS, one of the obligations of the Developer relates to employment retention and/or creation; and

WHEREAS, Iowa Code Chapters 15A and 403 (the "Urban Renewal Law") authorize cities to make grants for economic development and blight remediation in furtherance of the objectives of an urban renewal project and to appropriate such funds and make such expenditures as may be necessary to carry out the purposes of said Chapter, and to levy taxes and assessments for such purposes; and

WHEREAS, the Council has determined that the Agreement is in the best interests of the City and the residents thereof and that the performance by the City of its obligations thereunder is a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development and blight remediation activities and objectives of the City within the meaning of Chapters 15A and 403 of the Iowa Code, taking into account the factors set forth therein; and

WHEREAS, neither the Urban Renewal Law nor any other Code provision sets forth any procedural action required to be taken before said economic development activities can occur under the Agreement, and pursuant to Section 364.6 of the Code of Iowa, it is deemed sufficient if the action hereinafter described be taken and the City Clerk publish notice of the proposal and of the time and place of the meeting at which the Council proposes to take action thereon and to receive oral and/or written objections from any resident or property owner of said City to such action; 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 with the Developer 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 16th day of December, 2019, 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 Prestige WW, L.L.C., on certain terms as set forth in the proposed Agreement. 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 said notice of said public hearing.

ADOPTED this ____ day of _____, 2019.

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsens, 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 _____, 2019.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the official seal of the City of Cedar Falls, Iowa this ____ day of _____, 2019.

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 James P. Brown and City Council
FROM: Shane Graham, Economic Development Coordinator
DATE: November 25, 2019
SUBJECT: Agreement for Private Development – River Place Properties II, L.C.

Staff would like to request that a public hearing be scheduled for December 16, 2019 to address a proposed Agreement for Private Development with River Place Properties II, L.C. The proposed project would consist of the construction of a new approximate 27,709 square foot commercial/office building. The building will have a minimum valuation of \$7,450,000.00, with construction to start in the fall of 2019. Additional information pertaining to this project and corresponding agreement terms will be provided to City Council prior to the public hearing.

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

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 RIVER PLACE PROPERTIES II, L.C.

WHEREAS, by Resolution No. 7418, adopted November 24, 1986, and amended by Amendment No. 1, approved by Resolution No. 12,795 on May 14, 2001, by Amendment No. 2, approved by Resolution No. 18,165 on July 16, 2012, by Amendment No. 3, approved by Resolution No. 18,837 on November 11, 2013, by Amendment No. 4, approved by Resolution 20,864 on December 18, 2017, and by Amendment No. 5, approved by Resolution 21,367 on December 17, 2018, 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 Downtown Development Area Urban Renewal Plan ("Plan" or "Urban Renewal Plan") for the Downtown Development Area Urban Renewal Area ("Area" or "Urban Renewal Area") described therein, which Plan, as amended, is on file in the office of the Recorder of Black Hawk County; and

WHEREAS, it is desirable that properties within the Area be redeveloped as part of the overall redevelopment area covered by said Plan; and

WHEREAS, the City has received a proposal from River Place Properties II, L.L.C. (the "Developer"), in the form of a proposed Agreement for Private Development (the "Agreement") by and between the City and the Developer, pursuant to which, among other things, the Developer would agree to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the Downtown Development Area Urban Renewal Area as defined and legally described in the Agreement and consisting of the construction of an approximately 27,709 square foot commercial/office building, together with all related site improvements, as outlined in the proposed Agreement; and

WHEREAS, the Agreement further proposes that the City will make up to five (5) consecutive annual payments of Economic Development Grants to Developer consisting of 100% of the Tax Increments pursuant to Iowa Code Section 403.19 and generated by the construction of the Minimum Improvements, the cumulative total for all such payments not to exceed the lesser of \$938,187.00, or the

amount accrued under the formula outlined in the proposed Agreement for Private Development, under the terms and following satisfaction of the conditions set forth in the Agreement; and

WHEREAS, one of the obligations of the Developer relates to employment retention and/or creation; and

WHEREAS, Iowa Code Chapters 15A and 403 (the "Urban Renewal Law") authorize cities to make grants for economic development and blight remediation in furtherance of the objectives of an urban renewal project and to appropriate such funds and make such expenditures as may be necessary to carry out the purposes of said Chapter, and to levy taxes and assessments for such purposes; and

WHEREAS, the Council has determined that the Agreement is in the best interests of the City and the residents thereof and that the performance by the City of its obligations thereunder is a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development and blight remediation activities and objectives of the City within the meaning of Chapters 15A and 403 of the Iowa Code, taking into account the factors set forth therein; and

WHEREAS, neither the Urban Renewal Law nor any other Code provision sets forth any procedural action required to be taken before said economic development activities can occur under the Agreement, and pursuant to Section 364.6 of the Code of Iowa, it is deemed sufficient if the action hereinafter described be taken and the City Clerk publish notice of the proposal and of the time and place of the meeting at which the Council proposes to take action thereon and to receive oral and/or written objections from any resident or property owner of said City to such action; 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 with the Developer 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 16th day of December, 2019, 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 River Place Properties II, L.C., on certain terms as set forth in the proposed Agreement. 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 said notice of said public hearing.

ADOPTED this ____ day of _____, 2019.

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsens, 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 _____, 2019.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the official seal of the City of Cedar Falls, Iowa this ____ day of _____, 2019.

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 James P. Brown and City Council
FROM: Shane Graham, Economic Development Coordinator
DATE: November 25, 2019
SUBJECT: Sale of Lot 1 of West Viking Road Industrial Park Phase I, City of Cedar Falls, Black Hawk County, Iowa (Contains 2.7 acres more or less).

Staff would like to request that a public hearing be scheduled for December 16, 2019 to address the proposed transfer of the above referenced City owned real estate to The Vault, L.L.C. The proposed project would consist of a new 27,500 square foot storage/office facility to be constructed along the east side of Production Drive, just south of West Viking Road in the West Viking Road Industrial Park. Additional information pertaining to the land transaction and the Agreement for Private Development will be provided to City Council prior to the public hearing.

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

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 (1) TO CONSIDER ENTERING INTO A PROPOSED AGREEMENT FOR PRIVATE DEVELOPMENT BETWEEN THE CITY OF CEDAR FALLS, IOWA, AND THE VAULT, L.L.C.; AND (2) TO CONSIDER CONVEYANCE OF CERTAIN CITY-OWNED REAL ESTATE TO THE VAULT, L.L.C., PURSUANT TO SAID PROPOSED AGREEMENT

WHEREAS, the City Council of the City of Cedar Falls, Iowa, has received a proposal from The Vault, 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 The Vault, L.L.C. on terms which include:

- (1) Conveyance of certain city-owned real estate legally described as consisting of all that certain parcel or parcels of land located generally in the City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows:

Lot 1, West Viking Road Industrial Park Phase I, City of Cedar Falls, Black Hawk County, Iowa. (Contains 2.70 acres more or less).

and

- (2) Entering into a 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 \$1,427,000.00 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 and conveyance of the Development Property to the Developer 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 16th day of December, 2019, 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 The Vault, L.L.C., and to consider conveyance of the Development Property to the Developer on certain terms as set forth in the proposed agreement. 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 said notice of said public hearing.

ADOPTED this ____ day of _____, 2019.

James P. Brown, 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 _____, 2019.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the official seal of the City of Cedar Falls, Iowa this ____ day of _____, 2019.

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 James P. Brown and City Council
FROM: Shane Graham, Economic Development Coordinator
DATE: November 25, 2019
SUBJECT: Amendment No. 1 to the College Hill Urban Renewal Plan

The College Hill Urban Renewal Plan was originally adopted in 2011, and has provided financing for a number of development projects since its adoption. This plan was drafted prior to the State Code change in 2013 which requires urban renewal plans to have general or specific projects listed within them for potential reimbursement using urban renewal (TIF) funds.

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 City 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 potential projects that **may** occur within the College Hill Urban Renewal Area over the next few years. To the best of our ability, staff is trying to identify all potential future projects to minimize the need for constant plan amendments (hopefully for the next 12-18 months) that require significant amounts of staff time and legal expense.

The first step in the City Council review process of the Amendment No. 1 to the College Hill Urban Renewal Plan is to set a date of Consultation Session with local taxing entities and a date for public hearing. Staff recommends that City Council adopt the following attached Resolution prepared by the Ahlers Law Office:

1. Resolution setting dates of a consultation and a public hearing on a proposed Amendment No. 1 to the College Hill Urban Renewal Plan in the City of Cedar Falls, State of Iowa.

The Consultation Session (required by law) with the local taxing entities will be scheduled for December 10, 2019 while the date of Public Hearing will be set for January 6, 2020.

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

Xc: Ron Gaines, P.E., City Administrator
Nathan Overberg, Ahlers Law Office

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

December 2, 2019

7:00 P.M.

College Hill Urban Renewal Plan

- Resolution setting dates of a consultation and a public hearing on a proposed Amendment No. 1 to the College Hill Urban Renewal Plan in the City of Cedar Falls, State of Iowa.

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.

December 2, 2019

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: _____

* * * * *

Council Member _____ then introduced the following proposed Resolution entitled "RESOLUTION SETTING DATES OF A CONSULTATION AND A PUBLIC HEARING ON A PROPOSED AMENDMENT NO. 1 TO THE COLLEGE HILL URBAN RENEWAL PLAN IN THE CITY OF CEDAR FALLS, STATE OF IOWA", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the Resolution duly adopted as follows:

RESOLUTION NO. _____

RESOLUTION SETTING DATES OF A CONSULTATION
AND A PUBLIC HEARING ON A PROPOSED AMENDMENT
NO. 1 TO THE COLLEGE HILL URBAN RENEWAL PLAN IN
THE CITY OF CEDAR FALLS, STATE OF IOWA

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, City staff has caused there to be prepared a form of Amendment No. 1 to the Plan ("Amendment No. 1" or "Amendment"), a copy of which has been placed on file for public inspection 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, it is desirable that the area be redeveloped as part of the overall redevelopment covered by the Plan, as amended; and

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

WHEREAS, the Iowa statutes require the City Council to notify all affected taxing entities of the consideration being given to the proposed Amendment No. 1 and to hold a

consultation with such taxing entities with respect thereto, and further provides that the designated representative of each affected taxing entity may attend the consultation and make written recommendations for modifications to the proposed division of revenue included as a part thereof, to which the City shall submit written responses as provided in Section 403.5, Code of Iowa, as amended; and

WHEREAS, the Iowa statutes further require the City Council to hold a public hearing on the proposed Amendment No. 1 subsequent to notice thereof by publication in a newspaper having general circulation within the City, which notice shall describe the time, date, place and purpose of the hearing, shall generally identify the urban renewal area covered by the Amendment and shall outline the general scope of the urban renewal project under consideration, with a copy of the notice also being mailed to each affected taxing entity.

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

Section 1. That the consultation on the proposed Amendment No. 1 required by Section 403.5(2), Code of Iowa, as amended, shall be held on the December 10, 2019, in the Duke Young Conference Room, City Hall, 220 Clay Street, Cedar Falls, Iowa, at 11:00 A.M., and the Economic Development Coordinator, or his delegate, is hereby appointed to serve as the designated representative of the City for purposes of conducting the consultation, receiving any recommendations that may be made with respect thereto and responding to the same in accordance with Section 403.5(2), Code of Iowa.

Section 2. That the City Clerk is authorized and directed to cause a notice of such consultation to be sent by regular mail to all affected taxing entities, as defined in Section 403.17(1), Code of Iowa, along with a copy of this Resolution and the proposed Amendment No. 1, the notice to be in substantially the following form:

NOTICE OF A CONSULTATION TO BE HELD BETWEEN THE CITY OF CEDAR FALLS, STATE OF IOWA AND ALL AFFECTED TAXING ENTITIES CONCERNING THE PROPOSED AMENDMENT NO. 1 TO THE COLLEGE HILL URBAN RENEWAL PLAN FOR THE CITY OF CEDAR FALLS, STATE OF IOWA

The City of Cedar Falls, State of Iowa will hold a consultation with all affected taxing entities, as defined in Section 403.17(1), Code of Iowa, as amended, commencing at 11:00 A.M. on December 10, 2019, in the Duke Young Conference Room, City Hall, 220 Clay Street, Cedar Falls, Iowa concerning a proposed Amendment No. 1 to the College Hill Urban Renewal Plan for the College Hill Urban Renewal Area, a copy of which is attached hereto.

Each affected taxing entity may appoint a representative to attend the consultation. The consultation may include a discussion of the estimated growth in valuation of taxable property included in the Urban Renewal Area, the fiscal impact of the division of revenue on the affected taxing entities, the estimated impact on the provision of services by each of the affected taxing entities in the Urban Renewal Area, and the duration of any bond issuance included in the Amendment.

The designated representative of any affected taxing entity may make written recommendations for modifications to the proposed division of revenue no later than seven days following the date of the consultation. The Economic Development Coordinator, or his delegate, as the designated representative of the City of Cedar Falls, State of Iowa, shall submit a written response to the affected taxing entity, no later than seven days prior to the public hearing on the proposed Amendment No. 1 to the College Hill Urban Renewal Plan, addressing any recommendations made by that entity for modification to the proposed division of revenue.

This notice is given by order of the City Council of the City of Cedar Falls, State of Iowa, as provided by Section 403.5, Code of Iowa, as amended.

Dated this _____ day of _____, 2019.

City Clerk, City of Cedar Falls, State of Iowa

(End of Notice)

Section 3. That a public hearing shall be held on the proposed Amendment No. 1 before the City Council at its meeting which commences at 7:00 P.M. on January 6, 2020, in the Council Chambers, City Hall, 220 Clay Street, Cedar Falls, Iowa.

Section 4. That the City Clerk is authorized and directed to publish notice of this public hearing in the Waterloo-Cedar Falls Courier, once on a date not less than four (4) nor more than twenty (20) days before the date of the public hearing, and to mail a copy of the notice by ordinary mail to each affected taxing entity, such notice in each case to be in substantially the following form:

(One publication required)

NOTICE OF PUBLIC HEARING TO CONSIDER APPROVAL
OF A PROPOSED AMENDMENT NO. 1 TO THE COLLEGE
HILL URBAN RENEWAL PLAN FOR AN URBAN RENEWAL
AREA IN THE CITY OF CEDAR FALLS, STATE OF IOWA

The City Council of the City of Cedar Falls, State of Iowa, will hold a public hearing before itself at its meeting which commences at 7:00 P.M. on January 6, 2020 in the Council Chambers, City Hall, 220 Clay Street, Cedar Falls, Iowa, to consider adoption of a proposed Amendment No. 1 to the College Hill Urban Renewal Plan (the "Amendment") concerning an Urban Renewal Area in the City of Cedar Falls, State of Iowa, which contains the land legally described as follows:

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.

A copy of the Amendment is on file for public inspection in the office of the City Clerk, City Hall, City of Cedar Falls, Iowa.

The City of Cedar Falls, State of Iowa is the local public agency which, if such Amendment is approved, shall undertake the urban renewal activities described in such Amendment.

The general scope of the urban renewal activities under consideration in the Amendment is to promote economic development and to rehabilitate, conserve and redevelop land, buildings and other improvements within such area through the elimination and containment of conditions of blight so as to improve the community through the establishment of effective land use controls, through use of an effective program of rehabilitation of existing buildings and elimination of those structures which cannot be economically rehabilitated, with a limited amount of acquisition, clearance, resale and improvement of land for various purposes specified in the Amendment. To accomplish the objectives of the Amendment, and to encourage the

further economic development of the Urban Renewal Area, the Amendment provides that such special financing activities may include, but not be limited to, the making of loans or grants of public funds to private entities under Chapter 15A, Code of Iowa. The City also may reimburse or directly undertake the installation, construction and reconstruction of substantial public improvements, including, but not limited to, street, water, sanitary sewer, storm sewer or other public improvements. The City also may acquire and make land available for development or redevelopment by private enterprise as authorized by law. The Amendment provides that the City may issue bonds or use available funds for purposes allowed by the Plan and that tax increment reimbursement of the costs of urban renewal projects may be sought if and to the extent incurred by the City. The Amendment initially proposes specific public infrastructure or site improvements to be undertaken by the City, and provides that the Amendment may be amended from time to time.

The proposed Amendment No. 1 would update and/or add urban renewal projects to be undertaken within the Urban Renewal Area. The proposed Amendment adds no new land.

Other provisions of the Plan not affected by the Amendment would remain in full force and effect.

Any person or organization desiring to be heard shall be afforded an opportunity to be heard at such hearing.

This notice is given by order of the City Council of the City of Cedar Falls, State of Iowa, as provided by Section 403.5, Code of Iowa.

Dated this _____ day of _____, 2019.

City Clerk, City of Cedar Falls, State of Iowa

(End of Notice)

Section 5. That the proposed Amendment No. 1, attached hereto as Exhibit 1, for the Urban Renewal Area described therein is hereby officially declared to be the proposed Amendment No. 1 referred to in the notices for purposes of such consultation and hearing and that a copy of the Amendment shall be placed on file in the office of the City Clerk.

PASSED AND APPROVED this 2nd day of December, 2019.

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, turning lanes, medians, and other | 2019-2039 | \$1,750,000 | Support economic development growth and redevelopment of blighted properties in the Area |

| | | | |
|--|-----------|-----------|--|
| 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 | 2019-2039 | \$500,000 | Providing a safe |

| | | | |
|--|--------------|--|---|
| Improvements Project – Improvements to streets, sidewalks, benches, landscaping, public art, and pedestrian amenities. | | | 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 City personnel tied to supporting economic | 2019-2039 | \$500,000 |

| | | |
|--|--------------|---|
| 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.

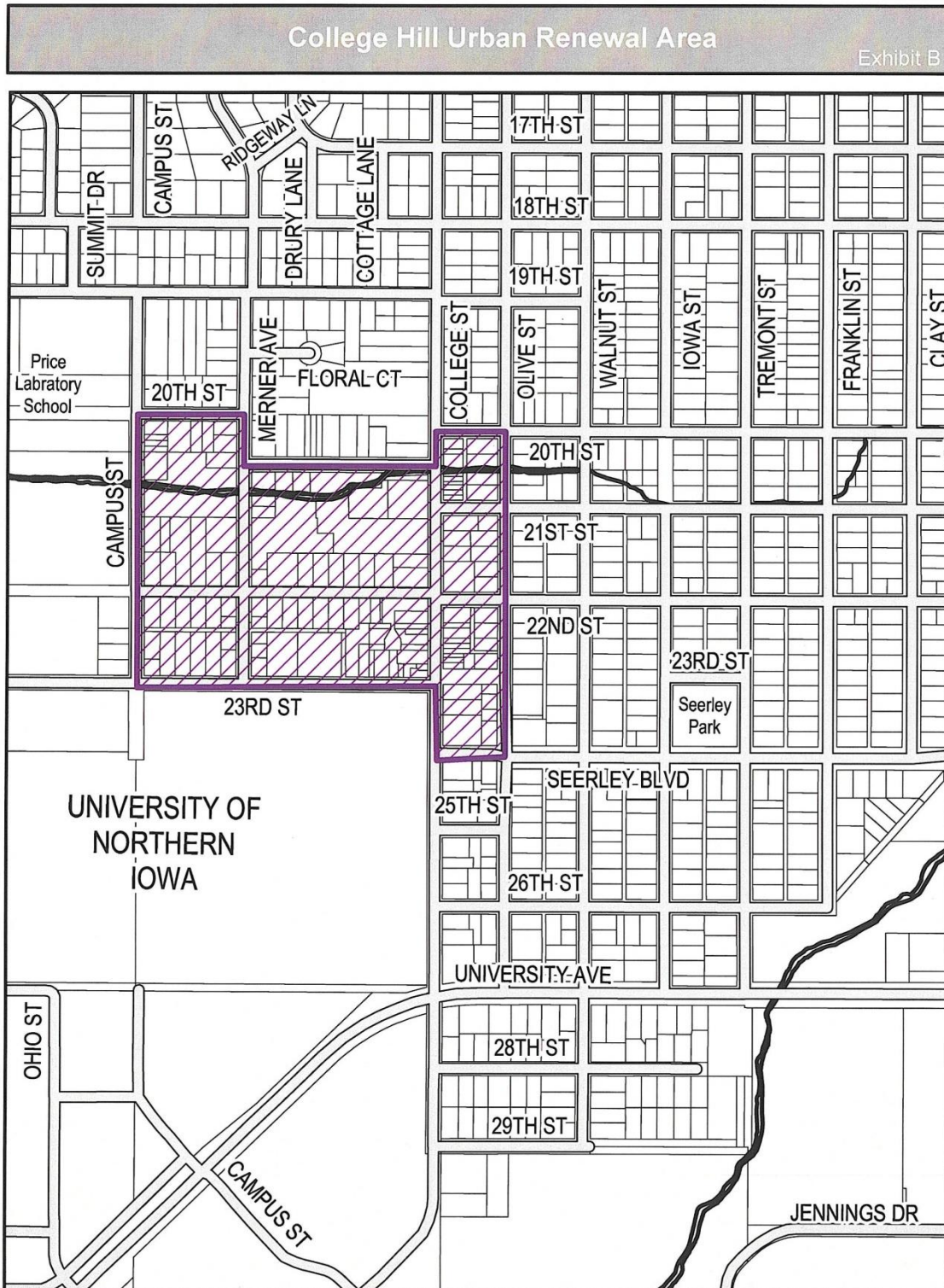
Because the Urban Renewal Area is based in part on a finding of blight, there is no statutory limit, or sunset, on the time period in which the City may implement Tax

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 _____, 2019.

City Clerk, City of Cedar Falls, State of Iowa

(SEAL)

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