



**AGENDA  
CITY OF CEDAR FALLS, IOWA  
CITY COUNCIL MEETING  
MONDAY, FEBRUARY 21, 2022  
7:00 PM AT COMMUNITY CENTER, 528 MAIN STREET**

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The City is providing in-person and electronic options for this meeting. The City encourages in-person attendees to follow the latest CDC guidelines to reduce the risk of COVID-19 transmission.

The meeting will be accessible via video conference and the public may access/participate in the meeting in the following ways:

- a) By dialing the phone number +13126266799 or +19292056099 or +12532158782 or +13017158592 or +13462487799 or +16699006833 and when prompted, enter the meeting ID (access code) 962 7287 1738.
- b) iPhone one-tap: +13126266799,,96272871738# or +19292056099,,96272871738#
- c) Join via smartphone or computer using this link: <https://zoom.us/j/96272871738>.
- d) View the live stream on Channel 15 YouTube using this link: <https://www.youtube.com/channel/UCCzeig5nIS-dIEYisqah1uQ> (view only).
- e) Watch on Cedar Falls Cable Channel 15 (view only).

To request to speak when allowed on the agenda, participants must click "Raise Hand" if connected by smartphone or computer, or press \*9 if connected by telephone. All participants will be muted by the presiding officer when not actually speaking.

**Call to Order by the Mayor**

**Roll Call**

**Approval of Minutes**

1. Regular meeting of February 7, 2022.

**Agenda Revisions**

**Special Presentations**

2. Proclamation recognizing March 2, 2022 as Read Across America Day.

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

**Special Order of Business**

3. Public hearing on the proposed maximum levy for affected property tax levies for FY2023.
  - a) Receive and file proof of publication of notice of hearing. (Notice published February 8, 2022)
  - b) Written communications filed with the City Clerk.
  - c) Staff comments.
  - d) Public comments.
  - e) Resolution approving and adopting the maximum levy for affected property tax levies for FY2023.

4. Public hearing on the proposal to enter into a February 2022 Amendment to Development Agreement with Cedar Falls Municipal Utilities relative to the Unified Highway 58 Corridor Urban Renewal Area.

  - a) Receive and file proof of publication of notice of hearing. (Notice published February 11, 2022)
  - b) Written communications filed with the City Clerk.
  - c) Staff comments.
  - d) Public comments.
  - e) Resolution approving and authorizing execution of a February 2022 Amendment to Development Agreement with Cedar Falls Municipal Utilities relative to the Unified Highway 58 Corridor Urban Renewal Area.
5. Public hearing on a proposal to enter into an Agreement for Private Development, and to consider conveyance of certain city-owned real estate to Wayne Estates, L.L.C.

  - a) Receive and file proof of publication of notice of hearing. (Notice published February 11, 2022)
  - b) Written communications filed with the City Clerk.
  - c) Staff comments.
  - d) Public comments.
  - e) Resolution approving and authorizing execution of an Agreement for Private Development, and approving and authorizing execution of a Quit Claim Deed conveying certain city-owned real estate to Wayne Estates, L.L.C.
6. Public hearing on a proposal to enter into an Agreement for Private Development, and to consider conveyance of certain city-owned real estate to McWing, L.L.C.

  - a) Receive and file proof of publication of notice of hearing. (Notice published February 11, 2022)
  - b) Written communications filed with the City Clerk.
  - c) Staff comments.
  - d) Public comments. (Continue hearing to March 7, 2022)
7. Public hearing on the proposed plans, specifications, form of contract, and estimate of cost for the 2022 Street Construction Project

  - a) Receive and file proof of publication of notice of hearing. (Notice published February 11, 2022)
  - b) Written communications filed with the City Clerk.
  - c) Staff comments.
  - d) Public comments.
  - e) Resolution approving and adopting the plans, specifications, form of contract & estimate of cost for the 2022 Street Construction Project.
8. Public hearing on the proposed plans, specifications, form of contract, and estimate of cost for the Oak Park Boulevard Sanitary Sewer Repair Project.

  - a) Receive and file proof of publication of notice of hearing. (Notice published February 11, 2022)

- b) Written communications filed with the City Clerk.
- c) Staff comments.
- d) Public comments.
- e) Resolution approving and adopting the plans, specifications, form of contract & estimate of cost for the Oak Park Boulevard Sanitary Sewer Repair Project.

### Old Business

- 9. Pass Ordinance #3005, amending Chapter 12, Human Relations, of the Code of Ordinances relative to the Human Rights Commission, upon its second consideration.

### New Business

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

- 10. Approve the following recommendations of the Mayor relative to the appointment of members to Boards and Commissions:
  - a) Ruby Hibben, Board of Adjustment, term expiring 03/31/2026.
  - b) Michael Mahncke, Historic Preservation Commission, term expiring 03/31/2025.
- 11. Receive and file the Work Session minutes of February 7, 2022 relative to the following item:
  - a) Downtown Zoning Changes.
- 12. Receive and file the Committee of the Whole minutes of February 7, 2022 relative to the following items:
  - a) Board of Adjustment Interview-Ruby Hibben.
  - b) FY23 Budget Presentation.
- 13. Receive and file a communication from the Civil Service Commission relative to the certified list for the position of Public Safety Officer.
- 14. Approve the following applications for beer permits and liquor licenses:
  - a) Panther Lounge, 210 East 18th Street, Class C liquor - renewal.
  - b) River Place Plaza, 200 East 2nd Street – Plaza, Special Class C liquor & outdoor service – 8-month permit with exceptions.

**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.)

- 15. Resolution approving and adopting certain revised Personnel Policies for the City of Cedar Falls.
- 16. Resolution levying a final assessment for costs incurred by the City to mow property located at 2303 Washington Street.
- 17. Resolution approving and authorizing execution of a Licensed Training Provider Agreement with the American Red Cross relative to providing licensed training, materials and certifications to City staff.
- 18. Resolution approving and authorizing execution of a Agreement for Professional Services with Family Management Financial Solutions, Inc. relative to Community Block Grant (CDBG) funding for service agencies.
- 19. Resolution approving and authorizing the expenditure of funds for the purchase of dump truck/snow plow components for the Public Works Department.

- [20.](#) Resolution receiving and filing the bids, and approving and accepting the low bid of Petersen Contractors, Inc., in the amount of \$8,147,645.50, for the West Viking Road Industrial Park Phase V Project.
- [21.](#) Resolution approving and authorizing execution of a Professional Service Agreement with Foth Infrastructure & Environment, LLC relative to the 2022 Bridge Inspection Project.
- [22.](#) Resolution approving the Certificate of Completion and accepting the work of Peterson Contractors, Inc. for the Mandalay Drive Slope Repair Project.
- [23.](#) Resolution approving the Certificate of Completion and accepting the work of Cobalt Contracting, L.C. for the 2021 Sidewalk Assessment Project - Zone 4.
- [24.](#) Resolution approving the Final Statement of Expenditures for the 2021 Sidewalk Assessment Project - Zone 4.
- [25.](#) Resolution receiving and filing, and approving the plans, specifications and estimate of cost for the Lake Street Trail Project.
- [26.](#) Resolution receiving and filing, and setting March 7, 2022 as the date of public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2022 CDBG Sanitary Sewer Rehabilitation Project.
- [27.](#) Resolution setting March 7, 2022 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 KL Iowa 01, L.L.C.
- [28.](#) Resolution setting March 7, 2022 as the date of public hearing on proposed amendments to Chapter 26, Zoning, of the Code of Ordinances relative to removal of the shared parking requirement in the Downtown Character District.
- [29.](#) Resolution setting March 7, 2022 as the date of public hearing on proposed amendments to Chapter 26, Zoning, of the Code of Ordinances relative to increasing parking ratios for residential mixed-use and multi-unit buildings in the Downtown Character District to one parking space per bedroom.
- [30.](#) Resolution setting March 7, 2022 as the date of public hearing on proposed amendments to Chapter 26, Zoning, of the Code of Ordinances relative to increasing parking ratios for residential mixed-use and multi-unit buildings in the Downtown Character District to .75 parking space per bedroom, as recommended by the Planning & Zoning Commission.
- [31.](#) Resolution setting March 7, 2022 as the date of public hearing on the proposed FY23 Budget for the City of Cedar Falls

#### **Allow Bills and Claims**

- [32.](#) Allow Bills and Claims for February 21, 2022.

#### **City Council Referrals**

#### **City Council Updates**

#### **Staff Updates**

#### **Executive Session**

33. Executive Session to discuss Legal Matters per Iowa Code Section 21.5(1)(c) to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation.

#### **Adjournment**

**CITY HALL  
CEDAR FALLS, IOWA, FEBRUARY 7, 2022  
REGULAR MEETING, CITY COUNCIL  
MAYOR ROBERT M. GREEN 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, at 7:09 P.M. on the above date. Members present: Schultz, deBuhr, Kruse, Harding, Ganfield, Sires, Dunn. Absent: None.

53661 - It was moved by deBuhr and seconded by Harding that the minutes of the Regular Meeting of January 18, 2022 be approved as presented and ordered of record. Motion carried unanimously.

53662 - The Mayor then asked if there were any agenda revisions. City Clerk Danielsen noted that Executive Session was being removed from the agenda.

53663 - Dr. Brian Sires, 1939 College Street, presented information on how UNI affects the local community and expressed concerns with declining enrollment and the need for action.

Rosemary Beach, 5018 Sage Road, spoke about the preservation of the Honors Cottage and promoted relations with UNI.

Pam Corella, Cedar Falls, expressed concerns with chemtrails and drug use in Cedar Falls.

Eashaan Vajpeyi, 3831 Convair Lane, commented on the importance of the Planning & Zoning Commission review process.

53664 - It was moved by Kruse and seconded by Ganfield that the following items on the Consent Calendar be received, filed and approved:

Receive and file the following resignations of members from Boards and Commissions:

- a) Brian Hayes, Historic Preservation Commission.
- b) Chris Martin, Board of Rental Housing Appeals.

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

- a) Melissa Heston, Housing Commission, term expiring 12/31/2023.
- b) Gary Winterhof, Housing Commission, term expiring 12/31/2023.
- c) Joan Bessman Taylor, Library Board of Trustees, term expiring 06/30/2026.

Receive and file the Work Session minutes of January 18, 2022 relative to the following item:

- a) Downtown Zoning Changes.

Receive and file the Committee of the Whole minutes of January 18, 2022 relative to the following items:

- a) Main Street Reconstruction – 6th Street.
- b) Annual Report of Cedar Falls Public Library.
- c) Library Board of Trustees Interview.

Receive and file the minutes of the January 28, 2022 Joint Meeting with Legislators.

Receive and file Departmental Monthly Reports of December 2021.

Receive and file communications from the Civil Service Commission relative to certified lists for the following positions:

- a) Administrative Supervisor.
- b) Public Safety Supervisor-Captain.
- c) Public Safety Supervisor-Lieutenant.

Approve the following applications for beer permits and liquor licenses:

- a) Hy-Vee Gas, 6527 University Avenue, Class C beer - renewal.
- b) Pancho's Mexican Grill, 6421 University Avenue, Class B beer - renewal.
- c) Asian Fusion Vietnamese and Thai Cuisine, 5725 University Avenue, Special Class C liquor - renewal.
- d) College Square Cinema, 6301 University Avenue, Special Class C liquor - renewal.
- e) Cottonwood Canyon, 419 Washington Street, Special Class C liquor & outdoor service - renewal.
- f) Hy-Vee Tasting Room, 6301 University Avenue, Special Class C liquor - renewal.
- g) Chad's Pizza and Restaurant, 909 West 23rd Street, Class C liquor & outdoor service - renewal.
- h) Sakura Japanese Steakhouse & Sushi Bar, 5719 University Avenue, Class C liquor - renewal.
- i) Hillstreet News & Tobacco, 2217 College Street, Class E liquor - renewal.
- j) Thunder Ridge Ampride, 2425 Whitetail Drive, Class E liquor - renewal.
- k) Hy-Vee Gas, 6527 University Avenue, Class C beer – change in ownership.
- l) Pancho's Mexican Grill, 6421 University Avenue, Class B beer – change in ownership.
- m) Hy-Vee Clubroom, 6301 University Avenue, Special Class C liquor - change in ownership.
- n) Hy-Vee Tasting Room, 6301 University Avenue, Special Class C liquor - change in ownership.
- o) Hy-Vee Market Grille, 6301 University Avenue, Class C liquor - change in ownership.
- p) Hy-Vee Food Store, 6301 University Avenue, Class E liquor - change in ownership.

Motion carried unanimously.

53665 - It was moved by Ganfield and seconded by Harding that the following resolutions be introduced and adopted:

Resolution #22,665, approving and authorizing execution of the renewal of an

Advertising Agreement with Lee Enterprises, Incorporated, d/b/a Courier Communications, relative to recruitment advertising.

Resolution #22,666, approving and authorizing execution of an Agreement with Sujin Lim relative to public art at the River Place Plaza.

Resolution #22,667, approving and authorizing execution of a First Amendment to Service/Product Agreement with AMPERAGE Marketing relative to FY22 digital advertising for the Tourism & Visitor Bureau.

Resolution #22,668, approving and authorizing submission of the Iowa Certified Local Government (CLG) 2021 Annual Report of the Historic Preservation Commission to the State Historical Society of Iowa.

Resolution #22,669, approving and authorizing execution of two Leases relative to properties vacated by flood buyout programs.

Resolution #22,670, approving and authorizing the expenditure of funds for the purchase of an automated refuse truck for the Public Works Department.

Resolution #22,671, approving and authorizing execution of an Easement Agreement with the Board of Regents, University of Northern Iowa, in conjunction with the West 27th Street Reconstruction Project.

Resolution #22,672, approving and accepting a Warranty Deed, in conjunction with the Greenhill Road and South Main Street Intersection Improvements Project.

Resolution #22,673, approving and authorizing execution of a License Agreement with Aureon Network Services relative to installing a fiber optic telecommunications system within the West Lone Tree Road public right-of-way.

Resolution #22,674, receiving and filing, and setting February 21, 2022 as the date of public hearing on the proposed plans, specifications, form of contract & estimate of cost for the Oak Park Sanitary Sewer Repair Project.

Resolution #22,675, receiving and filing, and setting February 21, 2022 as the date of public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2022 Street Construction Project.

Resolution #22,676, setting February 21, 2022 as the date of public hearing to consider entering into a February 2022 Amendment to Development Agreement with Cedar Falls Municipal Utilities relative to the Unified Highway 58 Corridor Urban Renewal Area.

Resolution #22,677, setting February 21, 2022 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 Wayne Estates, L.L.C.

Resolution #22,678, setting February 21, 2022 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 McWing, LLC.

Resolution #22,679, setting February 21, 2022 as the date of public hearing on the maximum levy rate.

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: Schultz, deBuhr, Kruse, Harding, Ganfield, Sires, Dunn. Nay: None. Motion carried. The Mayor then declared Resolutions #22,665 through #22,679 duly passed and adopted.

- 53666 - It was moved by Harding and seconded by Kruse that Resolution #22,680, in support of a Matching Assets to Community Health grant application to The Wellmark Foundation for the Cedar River Recreation Project, be adopted. Following questions by Councilmember Harding and responses by Community Development Director Sheetz, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, deBuhr, Kruse, Harding, Ganfield, Sires, Dunn. Nay: None. Motion carried. The Mayor then declared Resolution #22,680 duly passed and adopted.
  
- 53667 - It was moved by Dunn and seconded by Ganfield that the rules requiring Ordinance #3004 be considered at three separate meetings, be suspended. Following a comment by GIS Specialist Hines, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, deBuhr, Kruse, Harding, Ganfield, Sires, Dunn. Nay: None. Motion carried.  
  
It was then moved by Ganfield and seconded by Kruse that Ordinance #3004, amending Chapter 8, Elections, of the Code of Ordinances relative to correcting a scrivener's error, be passed upon its third & final consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll the following named Councilmembers voted. Aye: Schultz, deBuhr, Kruse, Harding, Ganfield, Sires, Dunn. Nay: None. The Mayor then declared Ordinance #3004 duly passed and adopted.
  
- 53668 - It was moved by Dunn and seconded by Kruse that Ordinance #3005, amending Chapter 12, Human Relations, of the Code of Ordinances relative to the Human Rights Commission, be passed upon its first consideration. Following comments by Human Rights Commission member Susan Langan, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, deBuhr, Kruse, Harding, Ganfield, Sires, Dunn. Nay: None. Motion carried.
  
- 53669 - It was moved by Kruse and seconded by Ganfield that the bills and claims of February 7, 2022 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: Schultz, deBuhr, Kruse, Harding, Ganfield, Sires, Dunn. Nay: None. Motion carried.
  
- 53670 - Finance & Business Operations Director Rodenbeck provided information on

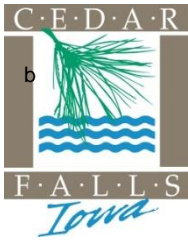


adding videos of meetings prior to January 2018 to the city website and responded to questions from Councilmembers Sires, Dunn and Kruse. Mayor Green also commented.

- 53671 - City Administrator Gaines thanked city staff for setup of temporary accommodations for City Council meetings.
- 53672 - It was moved by Kruse and seconded by Ganfield that the meeting be adjourned at 7:48 P.M. Motion carried unanimously.

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Jacqueline Danielsen, MMC, City Clerk



MAYOR ROBERT M. GREEN

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



# READ ACROSS AMERICA DAY

MARCH 2, 2022

**WHEREAS**, Read Across America Day is an annual initiative of the National Education Association to promote reading for pleasure and personal growth; and

**WHEREAS**, this motivational and awareness day on March 2<sup>nd</sup> each year encourages all children and young adults to celebrate reading in every community across the United States; and

**WHEREAS**, the Cedar Falls Public Library, local school libraries and book stores are a treasure trove of adventures, knowledge and inspiration through the written word; and

**WHEREAS**, children benefit from seeing their parents, guardians, and other important role models actively engaged in reading for pleasure and growth;

**THEREFORE**, I, Robert M. Green, Mayor of Cedar Falls, do hereby proclaim March 2, 2022 as **Read Across America Day** throughout the city and encourage citizens to celebrate literacy and the written word by visiting the Cedar Falls Public Library, Waterloo Public Library, school library or bookstore, and selecting a great book to model and pass along a love of reading to the next generation.

Signed this 14<sup>th</sup> day of February, 2022.



Mayor Robert M. Green



## DEPARTMENT OF FINANCE &amp; BUSINESS OPERATIONS

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

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**INTEROFFICE MEMORANDUM**

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**TO:** Mayor Green and City Council Members  
**FROM:** Jennifer Rodenbeck, Director of Finance & Business Operations  
**DATE:** February 9, 2022  
**SUBJECT:** FY2023 Budget

You may recall during the budget presentation at the last Committee of the Whole meeting that I described the new requirements from the State of Iowa related to budget hearings. The first part of these new requirements is having a hearing setting the maximum levy, which is the action that will be taking place on Monday night. Attached is the new required form giving notice of the hearing to set this maximum levy and the corresponding resolution.

You may also recall that I noted that unfortunately this new state notice, does not include the total levy rate, it only has certain levies. Therefore, this is not the true picture of the total levy rate. For example, the total rate being proposed for the FY23 Budget is \$11.67; however, this form only shows \$10.92. You will note that the form does show an overall tax increase of 6.33%. However, when you take the effects of the revaluation and the rollback, different classes of properties will see different changes as follows:

Residential – 4.65% increase  
Commercial/Residential – 2.55% increase  
Multi-Residential – 3.15% decrease

As discussed in the budget presentation, this illustrates the tax burden shift that the rollback causes.

If you have any questions, about the budget or the budget process, please feel free to contact me.

**NOTICE OF PUBLIC HEARING - CITY OF CEDAR FALLS - PROPOSED PROPERTY TAX LEVY**  
**Fiscal Year July 1, 2022 - June 30, 2023**

Item 3.

The City Council will conduct a public hearing on the proposed Fiscal Year City property tax levy as follows:

**Meeting Date:** 2/21/2022 **Meeting Time:** 07:00 PM **Meeting Location:** Cedar Falls Community Center, 528 Main Street, Cedar Falls, Iowa

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of the proposed tax levy. After adoption of the proposed tax levy, the City Council will publish notice and hold a hearing on the proposed city budget.

City Website (if available)  
cedarfalls.com

City Telephone Number  
(319) 273-8600

	<b>Current Year Certified Property Tax 2021 - 2022</b>	<b>Budget Year Effective Property Tax 2022 - 2023</b>	<b>Budget Year Proposed Maximum Property Tax 2022 - 2023</b>	<b>Annual % CHG</b>
Regular Taxable Valuation	1,964,300,512	2,064,620,691	2,064,620,691	
Tax Levies:				
Regular General	15,910,834	15,910,834	16,723,428	
Contract for Use of Bridge			0	
Opr & Maint Publicly Owned Transit	442,820	442,820	456,100	
Rent, Ins. Maint. Of Non-Owned Civ. Ctr.			0	
Opr & Maint of City-Owned Civic Center			0	
Planning a Sanitary Disposal Project			0	
Liability, Property & Self-Insurance Costs	125,020	125,020	249,340	
Support of Local Emer. Mgmt. Commission	539,730	539,730	576,590	
Emergency			0	
Police & Fire Retirement	1,699,310	1,699,310	1,136,090	
FICA & IPERS	1,506,940	1,506,940	1,597,930	
Other Employee Benefits	976,150	976,150	1,803,850	
<b>Total Tax Levy</b>	<b>21,200,804</b>	<b>21,200,804</b>	<b>22,543,328</b>	<b>6.33</b>
<b>Tax Rate</b>	<b>10.79306</b>	<b>10.26862</b>	<b>10.91888</b>	

**Explanation of significant increases in the budget:**

Significant increases to the budget are caused by staffing costs, including negotiated salary and benefit increases.

**If applicable, the above notice also available online at:**

cedarfalls.com; <https://www.facebook.com/citycf>; <https://twitter.com/CityCF>; [https://www.instagram.com/cedar\\_falls\\_iowa/](https://www.instagram.com/cedar_falls_iowa/)

\*Total city tax rate will also include voted general fund levy, debt service levy, and capital improvement reserve levy.

\*\*Budget year effective property tax rate is the rate that would be assessed for these levies if the dollars requested is not changed in the coming budget year



**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION APPROVING AND ADOPTING THE FY2023  
MAXIMUM PROPERTY TAX DOLLARS**

**WHEREAS**, the City Council of the City of Cedar Falls has considered the proposed FY2023 city maximum property tax dollars for the affected levy total, and

**WHEREAS**, a notice concerning the proposed city maximum property tax dollars was published as required and posted on the city website and social media accounts, and

**WHEREAS**, as required by law, a public hearing concerning the proposed city maximum property tax dollars was held by the City Council on February 21, 2022.

**NOW THEREFORE**, be it resolved by the City Council of the City of Cedar Falls, Iowa that the maximum property tax dollars for the affected tax levies for FY2023 shall not exceed \$22,543,328.

**BE IT FURTHER RESOLVED** by the City Council of the City of Cedar Falls, Iowa, that the Maximum Property Tax dollars requested in the total maximum levy for affected property tax levies for FY2023 represents greater than 102% from the Maximum Property Tax dollars requested for FY2022.

**ADOPTED** this 21<sup>st</sup> day of February, 2022 with the following vote:

Schultz _____	deBuhr _____	Kruse _____
Harding _____	Ganfield _____	
Sires _____	Dunn _____	

\_\_\_\_\_  
Robert M. Green, Mayor

**ATTEST:**

\_\_\_\_\_  
Jacque Danielsen, MMC, City Clerk



## ADMINISTRATION

City of Cedar Falls  
 220 Clay Street  
 Cedar Falls, Iowa 50613  
 Phone: 319-273-8600  
 Fax: 319-273-8610  
[www.cedarfalls.com](http://www.cedarfalls.com)

## MEMORANDUM

**TO:** Honorable Mayor Robert M. Green and City Council  
**FROM:** Shane Graham, Economic Development Coordinator  
**DATE:** February 11, 2022  
**SUBJECT:** Development Agreement between the City of Cedar Falls and Cedar Falls Utilities for Unified Highway 58 Corridor (Amendment – February 2022)

At its February 7, 2022 meeting, City Council set a date of public hearing for consideration of City/CFU Development Agreement applicable to the Unified Highway 58 Corridor Urban Renewal Area. As City Council will recall, 2012 legislative changes to Urban Renewal Law/Tax Increment Financing (TIF) has dictated that the City and CFU enter into ongoing formal Development Agreements for each Urban Renewal Area in which CFU anticipates submitting eligible project requests for potential TIF reimbursement. It also requires amended Development Agreements to be completed as corresponding Urban Renewal Plan Amendments are adopted.

The Unified Highway 58 Corridor Development Agreement with CFU (February 2022 Amendment) is necessary to update the agreement so it is consistent with the Unified Highway 58 Corridor Urban Renewal Plan, which has seen several amendments over the past few years. The electric, gas, water and communication utility items noted in the Development Agreement (February 2022 Amendment) are consistent with the recently updated Unified Highway 58 Corridor Plan.

Please note that the CFU Board of Trustees approved the applicable Development Agreement at their December 8, 2021 regular meeting.

Staff recommends that City Council approve and adopt the following resolution:

1. Resolution approving and authorizing execution of a February 2022 Amendment to Development Agreement by and between the City of Cedar Falls and Cedar Falls Municipal Utilities regarding Unified Highway 58 Corridor Urban Renewal Area.

If you have any questions pertaining to the referenced Development Agreement, please feel free to let me know.

xc: Ron Gaines, P.E., City Administrator  
 Jennifer Rodenbeck, Director of Finance & Business Operations  
 Wynette Froehner, Cedar Falls Utilities

FEBRUARY 2022 AMENDMENT  
TO  
DEVELOPMENT AGREEMENT

BY AND BETWEEN

CITY OF CEDAR FALLS, IOWA

AND

CEDAR FALLS MUNICIPAL UTILITIES, composed of  
MUNICIPAL ELECTRIC UTILITY OF THE CITY OF CEDAR FALLS;  
MUNICIPAL GAS UTILITY OF THE CITY OF CEDAR FALLS;  
MUNICIPAL COMMUNICATIONS UTILITY OF THE CITY OF CEDAR FALLS;  
and  
MUNICIPAL WATER UTILITY OF THE CITY OF CEDAR FALLS  
**Re: Unified Highway 58 Corridor Urban Renewal Area**

Original Agreement -November 2013  
Amendment – November 2014  
Amendment – May 2016  
Amendment – February 2022



FEBRUARY 2022 AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FEBRUARY 2022 AMENDMENT TO DEVELOPMENT AGREEMENT (the " 2022 Amendment"), is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the City of Cedar Falls, Iowa, an Iowa municipality (the "City") established pursuant to the Code of Iowa and acting under the authorization of Chapter 403 of the Code of Iowa, 2021, as amended, and Chapter 15A (the "Urban Renewal Act") and Cedar Falls Municipal Utilities, composed of four separate municipal utilities: Municipal Electric Utility of the City of Cedar Falls; Municipal Gas Utility of the City of Cedar Falls; Municipal Communications Utility of the City of Cedar Falls; and Municipal Water Utility of the City of Cedar Falls (collectively referred to as "CFU"), having offices for the transaction of business at 1 Utility Parkway, Cedar Falls, Iowa, 50613.

WITNESSETH:

WHEREAS, the City and CFU entered into a Development Agreement in November 2013 (“Development Agreement”) in connection with a program for economic development undertaken by the City as described in the Unified Highway 58 Corridor Urban Renewal Plan, as amended (the "Plan" or "Urban Renewal Plan"); and

WHEREAS, pursuant to the Development Agreement the City contracted with CFU in connection with certain urban renewal projects described in Exhibit A to the Development Agreement ("Urban Renewal Projects (CFU-related)"), in return for consideration of potential Economic Development Grants to reimburse CFU for the costs of such Urban Renewal Projects (CFU-related); and

WHEREAS, in November 2014 the City adopted Amendment No. 2 to the Unified Highway 58 Corridor Urban Renewal Plan, which described various urban renewal projects, for which projects the services provided by CFU are critical to the successful undertaking and completion of the urban renewal projects; and

WHEREAS, the Development Agreement was amended by the parties in November 2014 (“November 2014 Amendment”), pursuant to which the parties amended Exhibit A to the Development Agreement to include the Urban Renewal Projects (CFU-related) outlined in Amendment No. 2 to the Unified Highway 58 Corridor Urban Renewal Plan; and

WHEREAS, in April 2016 the City adopted Amendment No. 3 to the Unified Highway 58 Corridor Urban Renewal Plan, which described various urban renewal projects, for which projects the services provided by CFU are critical to the successful undertaking and completion of the urban renewal projects; and

WHEREAS, the Development Agreement was amended by the parties in May 2016 (“May 2016 Amendment”), pursuant to which the parties amended Exhibit A to the Development Agreement to include the Urban Renewal Projects (CFU-related) outlined in Amendment No. 3 to the Unified Highway 58 Corridor Urban Renewal Plan; and

WHEREAS, the City has adopted Amendment No. 6 to the Unified Highway 58 Corridor Urban Renewal Plan, which describes various urban renewal projects, for which projects the services provided by CFU are critical to the successful undertaking and completion of the urban renewal projects; and

WHEREAS, a copy of the foregoing Urban Renewal Plan, as amended, has been recorded among the land records in the office of the Recorder of Black Hawk County, Iowa; and

WHEREAS, Exhibit A to the Development Agreement must now be amended to include the Urban Renewal Projects (CFU-related) outlined in Amendment No. 6 to the Unified Highway 58 Corridor Urban Renewal Plan, which projects are deemed necessary to provide for the production, distribution and transmission of abundant, reliable and technologically adequate electrical service, gas service, water service and/or communications service, for the undertaking of economic development urban renewal projects.

NOW, THEREFORE, the City and CFU mutually agree that Exhibit A to the Development Agreement, as previously amended by “Amended Exhibit A (May 2016)” shall for all purposes be replaced and superseded by the “Amended Exhibit A (February 2022)” attached hereto. In all other respects, the Development Agreement remains unchanged and in full force and effect.

*[Remainder of this page intentionally left blank. Signature pages to follow.]*

IN WITNESS WHEREOF, the City has caused this February 2022 Amendment to be duly executed in its name and behalf by its Mayor of the City and its seal to be hereunto duly affixed and attested by the Clerk, and CFU has caused this Amendment to be duly executed in its name and behalf by its authorized representatives, all on or as of the day first above written.

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

\_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk

(SEAL)

STATE OF IOWA                    )  
  ) SS  
COUNTY OF BLACK HAWK    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me a Notary Public in and for said State, personally appeared Robert M. Green and Jacqueline Danielsen, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Cedar Falls , Iowa, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

**MUNICIPAL ELECTRIC UTILITY OF THE  
CITY OF CEDAR FALLS**

\_\_\_\_\_  
MaraBeth Soneson, Chair, Board of Trustees

\_\_\_\_\_  
Richard McAlister, Secretary, Board of Trustees

STATE OF IOWA                    )  
  ) SS  
COUNTY OF BLACK HAWK    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared MaraBeth Soneson, to me personally known, who being by me duly sworn did say that she is the Chair of the Board of Trustees of the Municipal Electric Utility of the City of Cedar Falls, an Iowa municipality, executing the foregoing instrument; that the instrument was signed on behalf of the municipality by authority of the municipality’s Board of Trustees; and that she acknowledged execution of the instrument to be the voluntary act and deed of the municipality by it and by the officer voluntarily executed; such signature was witnessed and acknowledged by the Board Secretary.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

**MUNICIPAL GAS UTILITY OF THE  
CITY OF CEDAR FALLS**

\_\_\_\_\_  
MaraBeth Soneson, Chair, Board of Trustees

\_\_\_\_\_  
Richard McAlister, Secretary, Board of Trustees

STATE OF IOWA                    )  
  ) SS  
COUNTY OF BLACK HAWK    )

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared MaraBeth Soneson, to me personally known, who being by me duly sworn did say that she is the Chair of the Board of Trustees of the Municipal Gas Utility of the City of Cedar Falls, an Iowa municipality, executing the foregoing instrument; that the instrument was signed on behalf of the municipality by authority of the municipality’s Board of Trustees; and that she acknowledged execution of the instrument to be the voluntary act and deed of the municipality by it and by the officer voluntarily executed; such signature was witnessed and acknowledged by the Board Secretary.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

**MUNICIPAL COMMUNICATIONS UTILITY OF  
THE CITY OF CEDAR FALLS**

\_\_\_\_\_  
MaraBeth Soneson, Chair, Board of Trustees

\_\_\_\_\_  
Richard McAlister, Secretary, Board of Trustees

STATE OF IOWA                    )  
  ) SS  
COUNTY OF BLACK HAWK    )

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared MaraBeth Soneson, to me personally known, who being by me duly sworn did say that she is the Chair of the Board of Trustees of the Municipal Communications Utility of the City of Cedar Falls, an Iowa municipality, executing the foregoing instrument; that the instrument was signed on behalf of the municipality by authority of the municipality’s Board of Trustees; and that she acknowledged execution of the instrument to be the voluntary act and deed of the municipality by it and by the officer voluntarily executed; such signature was witnessed and acknowledged by the Board Secretary.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

**MUNICIPAL WATER UTILITY OF THE  
CITY OF CEDAR FALLS**

\_\_\_\_\_  
MaraBeth Soneson, Chair, Board of Trustees

\_\_\_\_\_  
Richard McAlister, Secretary, Board of Trustees

STATE OF IOWA                    )  
  ) SS  
COUNTY OF BLACK HAWK    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared MaraBeth Soneson, to me personally known, who being by me duly sworn did say that she is the Chair of the Board of Trustees of the Municipal Water Utility of the City of Cedar Falls, an Iowa municipality, executing the foregoing instrument; that the instrument was signed on behalf of the municipality by authority of the municipality’s Board of Trustees; and that she acknowledged execution of the instrument to be the voluntary act and deed of the municipality by it and by the officer voluntarily executed; such signature was witnessed and acknowledged by the Board Secretary.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

**AMENDED EXHIBIT A (February 2022)**

Existing/Ongoing Urban Renewal Projects-CFU Related  
(Identified in Urban Renewal Plan Amendment No. 1)

Additional gas utility installations and relocations necessary to accommodate future economic development and growth within the Urban Renewal Area.		\$2,150,000 <b>(Amendment No. 6 adds \$600,000)</b>	Economic Development – promotion of commercial/industrial
Additional water utility installations and relocations necessary to accommodate future economic development and growth within the Urban Renewal Area.		\$5,600,000 <b>(Amendment No. 6 adds \$2,000,000)</b>	Economic Development – promotion of commercial/industrial
Additional communication utility installations and relocations necessary to accommodate future economic development and growth within the Urban Renewal Area.		\$2,800,000	Economic Development – promotion of commercial/industrial
<b>Total</b>		\$10,550,000	

Completed and/or fully certified Urban Renewal Projects-CFU Related  
(Identified in Urban Renewal Plan Amendment No. 2)

Additional electrical production, distribution and transmission necessary to accommodate ongoing development and growth within the Urban Renewal Area. Includes balance of debt certification for Walter Scott #4 Generator and new future electrical debt by Cedar Falls Utilities.		\$10,000,000	Economic Development— Promotion of commercial/ Industrial
<b>Total</b>		\$10,000,000	



Existing/Ongoing Urban Renewal Projects-CFU Related  
(Identified in Urban Renewal Plan Amendment No. 3)

Additional electric utility installations and relocations necessary for development and growth within the Urban Renewal Area.		\$9,800,000	Economic Development— Promotion of commercial/ Industrial
<b>Total</b>		\$9,800,000	

**(These agenda items should be incorporated with the other items in your regular agenda and posted/published as required.)**

AGENDA ITEMS

Governmental Body: The City Council of the City of Cedar Falls in the State of Iowa.  
Date of Meeting: February 21, 2022.  
Time of Meeting: 7:00 o'clock P.M.  
Place of Meeting: Community Center, 528 Main Street, Cedar Falls, Iowa.

PUBLIC NOTICE IS HEREBY GIVEN that the above mentioned governmental body will meet at the date, time and place above set out. The tentative agenda for the meeting is as follows:

Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan

- Public hearing on the proposal to enter into a February 2022 Amendment to Development Agreement with Cedar Falls Municipal Utilities regarding Unified Highway 58 Corridor Urban Renewal Area.
- Resolution approving and authorizing execution of a February 2022 Amendment to Development Agreement by and between the City of Cedar Falls and Cedar Falls Municipal Utilities regarding Unified Highway 58 Corridor Urban Renewal Area.

Such additional matters as are set forth on the additional \_\_\_\_\_ page(s) attached hereto.  
(number)

This notice is given at the direction of the Mayor pursuant to Chapter 21, Code of Iowa, and the local rules of the governmental body.

\_\_\_\_\_  
City Clerk, City of Cedar Falls in the State of Iowa

February 21, 2022

The City Council of the City of Cedar Falls in the State of Iowa, met in regular session, at the Community Center, 528 Main Street, Cedar Falls, Iowa, at 7:00 o'clock P.M., on the above date. There were present Mayor Robert M. Green, in the chair, and the following named Council Members:

\_\_\_\_\_  
\_\_\_\_\_

Absent: \_\_\_\_\_

\* \* \* \* \*

The Mayor announced that this was the time and place for the public hearing and meeting on the matter of the proposal to approve and authorize execution of a February 2022 Amendment to Development Agreement by and between the City of Cedar Falls and Cedar Falls Municipal Utilities regarding Unified Highway 58 Corridor Urban Renewal Area, and that notice of the proposed action by the Council to enter into said Amendment had been published pursuant to the provisions of Section 364.6 of the City Code of Iowa.

The Mayor then asked the Clerk whether any written objections had been filed by any City resident or property owner to the proposed action. The Clerk advised the Mayor and the Council that \_\_\_\_\_ written objections had been filed. The Mayor then called for oral objections and \_\_\_\_\_ were made. Whereupon, the Mayor declared the time for receiving oral and written objections to be closed.

**(Attach here a summary of objections received or made, if any)**

The Council then considered the proposed action and the extent of objections thereto.

Whereupon, Council Member \_\_\_\_\_ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A FEBRUARY 2022 AMENDMENT TO DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF CEDAR FALLS AND CEDAR FALLS MUNICIPAL UTILITIES REGARDING UNIFIED HIGHWAY 58 CORRIDOR URBAN RENEWAL AREA", and moved:

- that the Resolution be adopted.
- to defer action on the Resolution and the proposal to the meeting to be held at \_\_\_\_\_ o'clock \_\_.M. on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, at this place.

Council Member \_\_\_\_\_ seconded the motion. The roll was called and the vote was,

AYES: \_\_\_\_\_  
\_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING AND AUTHORIZING  
EXECUTION OF A FEBRUARY 2022 AMENDMENT TO  
DEVELOPMENT AGREEMENT BY AND BETWEEN THE  
CITY OF CEDAR FALLS AND CEDAR FALLS MUNICIPAL  
UTILITIES REGARDING UNIFIED HIGHWAY 58 CORRIDOR  
URBAN RENEWAL AREA

WHEREAS, by Resolution No. 8196, adopted November 12, 1990, 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 Cedar Falls Industrial Park Urban Renewal Plan for the Industrial Park Urban Renewal Plan Area (the "Industrial Park Urban Renewal Area") described therein, which Plan is on file in the office of the Recorder of Black Hawk County; and

WHEREAS, by Resolution No. 10,224, adopted November 13, 1995, this Council adopted the Amendment No. 1 to the Cedar Falls Industrial Park Plan, adding land and confirming projects; and

WHEREAS, by Resolution No. 13,862, adopted November 17, 2003, this Council adopted the Amendment No. 2 to the Cedar Falls Industrial Park Plan, adding land and confirming projects; and

WHEREAS, the City Council of the City of Cedar Falls, State of Iowa, after public notice and hearing as prescribed by law and pursuant to Resolution No. 16,631 passed and approved on the 28<sup>th</sup> day of September, 2009, adopted the Northern Cedar Falls Industrial Park Urban Renewal Plan for an urban renewal area known as the Northern Cedar Falls Industrial Park Urban Renewal Area; and

WHEREAS, the Cedar Falls Industrial Park Area and the Northern Cedar Falls Industrial Park Urban Renewal Area were combined and renamed in Amendment No. 1 to Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan by Resolution No. 18,377, adopted December 10, 2012; and

WHEREAS, by Resolution No. 19,263, adopted November 3, 2014, this Council adopted the Amendment No. 2 to Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan to update and modify the status and budget figures of certain previously identified projects, clarify narrative descriptions of certain projects, remove completed projects and funding, and to add and/or confirm the list of proposed projects; and

WHEREAS, by Resolution No. 19,963, adopted April 18, 2016, this Council adopted the Amendment No. 3 to Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan to further update and modify the status and budget figures of certain previously identified projects, clarify narrative descriptions of certain projects, remove completed projects and funding, and to add and/or confirm the list of proposed projects; and

WHEREAS, by Resolution No. 21,079, adopted May 7, 2018, this Council adopted the Amendment No. 5 to Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan to further update and modify the status and budget figures of certain previously identified projects, clarify narrative descriptions of certain projects, remove completed projects and funding, and to add and/or confirm the list of proposed projects; and

WHEREAS, by Resolution No. 21,368, adopted December 17, 2018, this Council adopted the Amendment No. 5 to Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan to further update and modify the status and budget figures of certain previously identified projects, clarify narrative descriptions of certain projects, remove completed projects and funding, and to add and/or confirm the list of proposed projects; and

WHEREAS, by Resolution No. 22,205, adopted December 21, 2020, this Council adopted the Amendment No. 6 to Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan to further update and modify the status and budget figures of certain previously identified projects, clarify narrative descriptions of certain projects, remove completed projects and funding, and to add and/or confirm the list of proposed projects; 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 Cedar Falls Municipal Utilities, composed of four separate municipal utilities: Municipal Electric Utility of the City of Cedar Falls; Municipal Gas Utility of the City of Cedar Falls; Municipal Communications Utility of the City of Cedar Falls; and Municipal Water Utility of the City of Cedar Falls (collectively, "CFU"), in the form of a proposed February 2022 Amendment ("Amendment") to Development Agreement (the "Agreement") by and between the City and CFU, pursuant to which, among other things, CFU would agree to engage in certain urban renewal projects for the production, distribution and transmission of abundant, reliable and technologically adequate electrical service, gas service, water service and/or communications service, as outlined in the proposed Amendment; and

WHEREAS, the Amendment further proposes that the City may make Economic Development Grants of Tax Increments to CFU up to an additional \$2,600,000, under the terms and following satisfaction of the conditions set forth in the Agreement and the Amendment; and

WHEREAS, Iowa Code Chapters 15A and 403 authorize cities to make loans and grants for economic development 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 Chapters, and to levy taxes and assessments for such purposes; and

WHEREAS, the Council has determined that the Amendment 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 Amendment and the City's performance thereunder is in

furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapters 15A and 403 of the Iowa Code taking into account any or all of the factors set forth in Chapter 15A, to wit:

- a. Businesses that add diversity to or generate new opportunities for the Iowa economy should be favored over those that do not.
- b. Development policies in the dispensing of the funds should attract, retain, or expand businesses that produce exports or import substitutes or which generate tourism-related activities.
- c. Development policies in the dispensing or use of the funds should be targeted toward businesses that generate public gains and benefits, which gains and benefits are warranted in comparison to the amount of the funds dispensed.
- d. Development policies in dispensing the funds should not be used to attract a business presently located within the state to relocate to another portion of the state unless the business is considering in good faith to relocate outside the state or unless the relocation is related to an expansion which will generate significant new job creation. Jobs created as a result of other jobs in similar Iowa businesses being displaced shall not be considered direct jobs for the purpose of dispensing funds; and

WHEREAS, pursuant to notice published as required by law, this Council has held a public meeting and hearing upon the proposal to approve and authorize execution of the Amendment and has considered the extent of objections received from residents or property owners as to said proposed Amendment; and, accordingly the following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That the performance by the City of its obligations under the Agreement, as amended, including but not limited to making of grants to CFU under the terms set forth in the Agreement, as amended, be and is hereby declared to be a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Amendment and the City's performance thereunder is in furtherance of appropriate economic development 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.

Section 2. That the form and content of the Amendment, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they hereby are authorized, empowered and directed to execute, attest, seal and deliver the Amendment for and on behalf of the City in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be approved by such officers, and that from and after the execution and delivery of the Amendment, the Mayor and the City Clerk are hereby

authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Amendment as executed.

PASSED AND APPROVED this 21<sup>st</sup> day of February, 2022.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



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 corporate records of the City showing proceedings of the City 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 public hearing 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 (a copy of the face sheet of the agenda being attached hereto) 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 \_\_\_\_\_, 2022.

\_\_\_\_\_  
City Clerk, City of Cedar Falls, State of Iowa

(SEAL)



## ADMINISTRATION

City of Cedar Falls  
 220 Clay Street  
 Cedar Falls, Iowa 50613  
 Phone: 319-273-8600  
 Fax: 319-273-8610  
[www.cedarfalls.com](http://www.cedarfalls.com)

## MEMORANDUM

**TO:** Honorable Mayor Robert M. Green and City Council  
**FROM:** Shane Graham, Economic Development Coordinator  
**DATE:** February 11, 2022  
**SUBJECT:** Wayne Estates, L.L.C. Economic Development Project

### INTRODUCTION

For the past several months, staff has been working with officials with Wayne Estates, L.L.C. toward the construction of a new 16,000 square foot building for their warehouse/office facility. The company is currently located in the industrial park at 6612 Chancellor Drive within a multi-tenant building that they are currently leasing. The company has now outgrown their current location, and would like to construct and own a larger building for the current and future growth of the business. The proposed project will occur on Lot 15 of West Viking Road Industrial Park Phase IV (2.14 acres total of which approximately 1.6 acres is buildable after setback and open space requirement). This new facility will have a minimum building valuation and permit valuation of \$2,225,000 and a total project minimum assessed valuation of \$2,390,000 (including land).

### DESCRIPTION OF PROJECT

As noted in the Introduction, the proposed building will be constructed and owned by Wayne Estates, L.L.C., and will consist of an approximate 16,000 square foot building to be located along Technology Parkway, just west of distribution center in the West Viking Road Industrial Park. The proposed project will have a minimum building valuation of \$2,250,000, and a total project valuation including land of \$2,390,000. Wayne Estates, L.L.C. will commence construction this spring with completion anticipated within approximately 12 months.

### COMPANY PROFILE

Wayne Communications, Inc. is a North American company doing business in Cedar Falls since 2010 as a national logistics services and equipment sales for the quick services restaurant (QSR) and fast-casual restaurant industry. The company helps businesses to manager QSR equipment procurement, projects of new constructions

and remodels, maintenance, service, repairs, and troubleshooting issues. Their customer base includes many of the franchisees for Taco Bell, Wendy’s, Burger King, Arby’s and other QSRs and fast casual restaurants throughout the USA. The company website is [www.waynecomm.com](http://www.waynecomm.com).

The company has now outgrown their rented space at 6612 Chancellor Drive in the Cedar Falls Industrial Park and needs to have a larger building providing room for future expansion. Wayne Communications, Inc. is owned by Anthony W. Gougler, President and Bobby W. Gougler, CEO, with an employee base of 14 FTE positions and 1 outsource worker. The company continues to add positions as business demands increase. As recent as January 2022, the company increased headcount with two new FTE positions. Wayne offers employees a benefit package and pays above minimum wage.

**ECONOMIC DEVELOPMENT INCENTIVES**

Land Incentive

For the proposed Wayne Estates, L.L.C. project, the company would receive at no cost, Lot 15 of West Viking Road Industrial Park Phase IV (2.14 acres total of which approximately 1.60 acres is buildable after setback and open space requirement) in the West Viking Road Industrial Park. This land incentive is consistent with our general industrial economic incentive guidelines of providing one acre of non-restricted building area for each 10,000 +/- square feet of new building space being constructed having a minimum \$40 per square foot valuation. Therefore, staff feels that the proposed 16,000 square foot facility with a \$2,250,000 minimum building valuation is consistent with prior City land incentives for comparable projects.

Industrial Partial Property Tax Exemption

Consistent with our ongoing local economic development incentive guidelines, the City of Cedar Falls typically will consider a Five-Year Partial Property Tax Exemption on projects having a minimum assessed valuation of \$1,200,000+. Section 8.11 of the Agreement for Private Development references sections 21-48 through 21-57 of the Cedar Falls Code of Ordinances and Chapter 427B of the Iowa Code with respect to the provisions of the applicable partial property tax exemption. For the proposed Wayne Estates, L.L.C project, the following exemption schedule is estimated using the existing industrial tax rate/valuation and projecting annual property taxes of \$66,837:

<u>Year</u>	<u>% Exemption</u>	<u>\$ Abated</u>	<u>\$ Amount Paid</u>	<u>\$ Total Taxes</u>
1	75%	\$50,128	\$16,709	\$66,837
2	60%	\$40,102	\$26,735	\$66,837
3	45%	\$30,077	\$36,760	\$66,837
4	30%	\$20,051	\$46,786	\$66,837
5	15%	\$10,026	\$56,811	\$66,837
		<u>\$150,383</u>	<u>\$183,801</u>	<u>\$334,184</u>

It should be noted that following City Council consideration of the Agreement for Private Development, an actual Ordinance will be drafted and adopted implementing the proposed exemption schedule noted above. The Ordinance granting the applicable partial property tax exemption will be presented to City Council once construction of the new Wayne Estates, L.L.C. facility has commenced.

### **Conclusion**

As this memorandum indicates, Wayne Estates, L.L.C. is proposing to construct a new 16,000 square foot warehouse/office facility on Lot 15 of West Viking Road Industrial Park Phase IV (2.14 acres total of which approximately 1.60 acres is buildable after setback and open space requirement). The proposed new construction building project will have a minimum building permit valuation of \$2,250,000 and a total Minimum Assessed Valuation of \$2,390,000 including land. Construction would commence this spring with completion anticipated in approximately 12 months.

The Agreement for Private Development by and between the City of Cedar Falls, Iowa, and Wayne Estates, L.L.C. has been reviewed by both parties, and is attached for your review and approval.

### **RECOMMENDATION**

Staff recommends that the City Council adopt and approve the following:

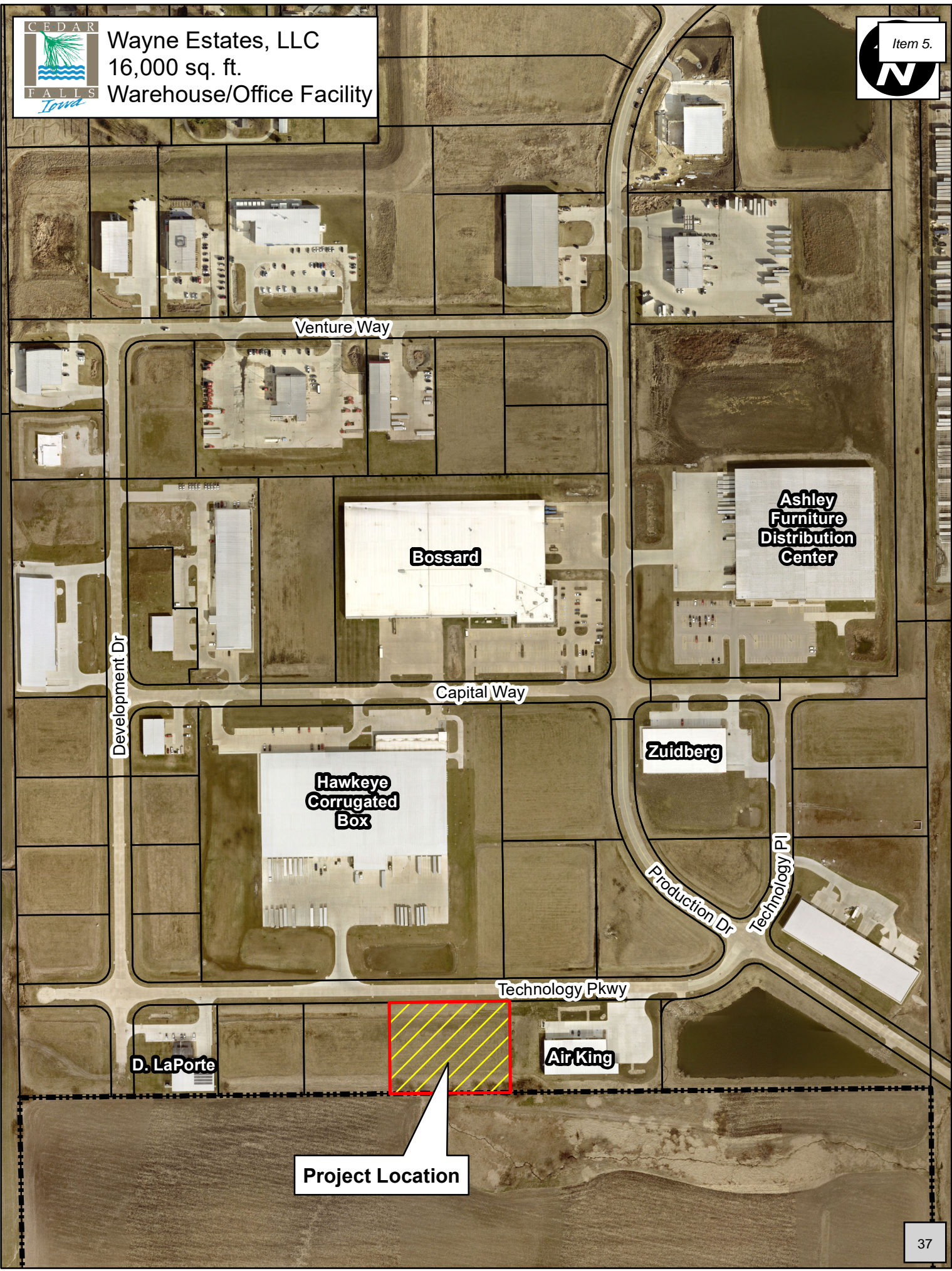
1. Resolution approving and authorizing execution of an Agreement for Private Development and a Minimum Assessment Agreement by and between the City of Cedar Falls, Iowa, and Wayne Estates, L.L.C., and approving and authorizing execution of a Quit Claim Deed conveying title to certain real estate to Zuidberg NA, L.L.C.

If you have any questions regarding the proposed Wayne Estates, L.L.C. economic development project, please feel free to let me know.

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



Wayne Estates, LLC  
16,000 sq. ft.  
Warehouse/Office Facility



Project Location

Prepared by: Shane Graham, Economic Development Coordinator, 220 Clay Street, Cedar Falls, Iowa (319) 268-5160

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AN AGREEMENT FOR PRIVATE DEVELOPMENT AND A MINIMUM ASSESSMENT AGREEMENT BY AND BETWEEN THE CITY OF CEDAR FALLS, IOWA, AND WAYNE ESTATES, L.L.C., AND APPROVING AND AUTHORIZING EXECUTION OF A QUIT CLAIM DEED CONVEYING TITLE TO CERTAIN REAL ESTATE TO WAYNE ESTATES, L.L.C..

WHEREAS, by Resolution No. 8196 approved and adopted on November 12, 1990 (Ordinance No. 1923), amended a first time by Resolution No. 10,224 on November 13, 1995 (Ordinance No. 2122), amended a second time by Resolution No. 13,862 on November 17, 2003 (Ordinance No. 2461), amended a third time by Resolution No. 18,377 on December 10, 2012 (Ordinance No. 2785), amended a fourth time by Resolution 19,263 on November 3, 2014, amended a fifth time by Resolution No. 19,963 on April 18, 2016, amended a sixth time by Resolution No. 21,279 on May 7, 2018 (Ordinance No. 2923), amended a seventh time by Resolution No. 21,368 on December 17, 2018 (Ordinance No. 2953), and amended an eighth time by Resolution No. 22,205 on December 21, 2020, the City Council has approved and adopted an urban renewal plan designated as the "Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan" (the "Urban Renewal Plan"); and

WHEREAS, it is desirable that properties within the Urban Renewal Plan be developed as part of the overall development area covered by said Plan; and

WHEREAS, the City has received a proposal from Wayne Estates, L.L.C. ("Developer"), in the form of a proposed Agreement for Private Development (the "Agreement") by and between the City of Cedar Falls, Iowa (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 Urban Renewal Plan as legally described in the Agreement attached hereto and incorporated herein by this reference (defined in the Agreement as the "Development Property"), consisting of the construction of an Industrial Use Warehouse and Office Facility totaling at least 15,595 square feet of finished space, together with all related site improvements, as outlined in the proposed Development Agreement; and

WHEREAS, the Agreement further proposes that the City provide certain financial incentives for the urban renewal project under the terms and following satisfaction of the conditions set forth in the Agreement, consisting of conveyance of title to the Development Property to the Developer, the Development Property being legally described as follows:

Lot 15, West Viking Road Industrial Park Phase IV, City of Cedar Falls, Black Hawk County, Iowa (Contains 2.14 acres more or less); and

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

WHEREAS, the Agreement further proposes that the City, the Developer and the Assessor of Black Hawk County, Iowa, enter into a Minimum Assessment Agreement (the "Minimum Assessment Agreement"), whereby the minimum actual taxable value of the improvements to be constructed thereon would be established at an amount not less than \$2,390,000.00 for a period through December 31, 2034; and

WHEREAS, the Council hereby finds and determines 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 Urban Renewal Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapters 403 and 15A of the Iowa Code, taking into account the factors set forth in Chapter 15A, to-wit:

- a) Businesses that add diversity to or generate new opportunities for the Iowa economy should be favored over those that do not.
- b) Development policies in the dispensing of the funds should attract, retain, or expand businesses that produce exports or import substitutes or which generate tourism-related activities.
- c) Development policies in the dispensing or use of the funds should be targeted toward businesses that generate public gains and benefits, which gains and benefits are warranted in comparison to the amount of the funds dispensed.
- d) Development policies in dispensing the funds should not be used to attract a business presently located within the state to relocate to another portion of the state unless the business is considering in good faith to relocate outside the state or unless the relocation is related to an expansion which will generate significant new job creation. Jobs created as a result of other jobs in similar Iowa businesses being displaced shall not be considered direct jobs for the purpose of dispensing funds; and

WHEREAS, the Council hereby finds and determines that the requirements of Iowa Code Section 403.8 with respect to the transfer of property in an urban renewal area are satisfied insofar as the Development Property is being disposed of for the purpose of

development of an industrial building (see Iowa Code Section 403.8(2)(b)), and because the terms of the Minimum Assessment Agreement satisfy the safe harbor contained in Iowa Code Section 403.8(3).

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

Section 1. That the performance by the City of its obligations under the Agreement, including but not limited to conveyance of the Development Property to the Developer in connection with the development of the Development Property under the terms set forth in the Agreement, be and is hereby declared to be a public undertaking and purpose and in furtherance of the Urban Renewal Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of chapters 403 and 15A of the Iowa Code, taking into account the factors set forth therein.

Section 2. That the form and content of the Agreement, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they are hereby authorized, empowered and directed to execute, attest, seal and deliver the Agreement for and on behalf of the City in substantially the form and content now before this meeting, and that from and after the execution and delivery of the Agreement, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed, including but not limited to execution and delivery of a Quit Claim Deed conveying title to the Development Property to the Developer.

Section 3. That the form and content of the Minimum Assessment Agreement, the provisions of which are incorporated herein by reference, be and the same are hereby in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they are hereby authorized, empowered and directed to execute, attest, seal and deliver the Minimum Assessment Agreement for and on behalf of the City in substantially the form and content now before this meeting, and that from and after the execution and delivery of the Minimum Assessment Agreement, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Minimum Assessment Agreement, as executed.

PASSED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

\_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk



CERTIFICATE

STATE OF IOWA )  
 )  
COUNTY OF BLACK HAWK: ) SS:

I, Jacqueline Danielsen, MMC, 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 \_\_\_\_\_, 2022.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the official seal of the City of Cedar Falls, Iowa this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk of Cedar Falls, Iowa

**AGREEMENT FOR PRIVATE DEVELOPMENT**

**BY AND BETWEEN**

**THE CITY OF CEDAR FALLS, IOWA**

**AND**

**WAYNE ESTATES, L.L.C.**

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AGREEMENT FOR PRIVATE DEVELOPMENT

THIS AGREEMENT FOR PRIVATE DEVELOPMENT (hereinafter called "Agreement"), is made on or as of the \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the CITY OF CEDAR FALLS, IOWA, a municipality (hereinafter called "City"), established pursuant to the Code of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2021 (Chapter 403 hereinafter called "Urban Renewal Act"); and Wayne Estates, L.L.C., (hereinafter called the "Developer"), an Iowa limited liability company having its principal place of business at 2303 Yorkshire Dr, Cedar Falls, IA 50613.

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the City has undertaken a program for the development of an economic development area and, in this connection, is engaged in carrying out urban renewal project activities in an area known as the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area (“Area” or “Urban Renewal Area”) as set forth in the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan, as amended (“Plan” or “Urban Renewal Plan”); and

WHEREAS, a copy of the foregoing Urban Renewal Plan, as amended, has been recorded among the land records in the office of the Recorder of Black Hawk County, Iowa; and

WHEREAS, the Developer desires to acquire certain real property located in the foregoing Urban Renewal Plan and as more particularly described in Exhibit A attached hereto and made a part hereof (which property as so described is hereinafter referred to as the "Development Property"); and

WHEREAS, the Developer is willing to develop the Development Property for and in accordance with the uses specified in the Urban Renewal Plan and in accordance with this Agreement by constructing certain Minimum Improvements (as hereafter defined) on the Development Property; and

WHEREAS, the City believes that the development of the Development Property pursuant to this Agreement and the fulfillment generally of this Agreement, are in the vital and best interests of the residents of the City, and in accord with the public purposes and provisions of the applicable State and local laws and requirements under which the foregoing project has been undertaken and is being assisted, including but not limited to Chapters 15A and 403 of the Code of Iowa.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the others as follows:

## ARTICLE I. DEFINITIONS

Section 1.1. Definitions. In addition to other definitions set forth in this Agreement, all capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Agreement means this Agreement and all Exhibits hereto, as the same may be from time to time modified, amended or supplemented.

Assessor's Minimum Actual Value means the agreed minimum actual taxable value of the Minimum Improvements to be constructed on the Development Property for calculation and assessment of real property taxes as set forth in the Assessment Agreement.

Certificate of Completion means a certification in the form of the certificate attached hereto as Exhibit C and hereby made a part of this Agreement.

City or Cedar Falls means the City of Cedar Falls, Iowa, or any successor to its functions.

Code of Iowa means the Code of Iowa, 2021, as amended.

Commencement Date means the date of the issuance by the City of a building permit for the Minimum Improvements.

Construction Plans means the plans, specifications, drawings and related documents of the construction work to be performed by the Developer on the Development Property; the plans (a) shall be as detailed as the plans, specifications, drawings and related documents which are submitted to the building inspector of the City, and (b) shall include at least the following: (1) site plan; (2) foundation plan; (3) basement plans; (4) floor plan for each floor; (5) cross sections of each (length and width); (6) elevations (all sides); and (7) landscape plan.

County means the County of Black Hawk, Iowa.

Deed means the form of Quit Claim Deed substantially in the form contained in Exhibit G attached hereto, by which the City shall convey the Development Property to the Developer.

Developer means Wayne Estates, L.L.C.

Development Property means that portion of the Cedar Falls Unified Highway 58 Corridor Urban Renewal Project Plan of the City described in Exhibit A hereto.

Event of Default means any of the events described in Section 10.1 of this Agreement.

Industrial Use Warehouse and Office Facility means the Minimum Improvements.

Minimum Assessment Agreement means the Minimum Assessment Agreement substantially in the form of the agreement contained in Exhibit D attached hereto and hereby made a part of this Agreement, among the Developer, the City and the Assessor for the County, entered into pursuant to Article VI of this Agreement.

Minimum Improvements shall mean the construction of an Industrial Use Warehouse and Office Facility totaling at least 15,595 square feet of finished space, together with all related site improvements described in the Construction Plans, as outlined in Exhibit B hereto, including the land.

Mortgage means any mortgage or security agreement in which the Developer has granted a mortgage or other security interest in the Development Property, or any portion or parcel thereof, or any improvements constructed thereon.

Net Proceeds means any proceeds paid by an insurer to the Developer under a policy or policies of insurance required to be provided and maintained by the Developer pursuant to Article V of this Agreement and remaining after deducting all expenses (including fees and disbursements of counsel) incurred in the collection of such proceeds.

Ordinance shall mean Ordinance(s) of the City under which the taxes levied on the taxable property in the Urban Renewal Area shall be divided, with a portion of said taxes to be paid into the Urban Renewal Tax Increment Revenue Fund, referred to and authorized by Section 403.19(2) of the Code of Iowa.

Project shall mean the construction and operation of the Minimum Improvements, as described in this Agreement and the Exhibits hereto.

State means the State of Iowa.

Tax Increments means the property tax increment revenues on the Minimum Improvements and Development Property divided and made available to the City for deposit in the Cedar Falls Unified Highway 58 Corridor Urban Renewal Tax Increment



Revenue Fund, under the provisions of Section 403.19 of the Code of Iowa and the Ordinance.

Termination Date means the date of expiration of the Assessment Agreement, as provided in Section 11.9 of this Agreement.

Unavoidable Delays means delays resulting from acts or occurrences outside the reasonable control of the party claiming the delay including but not limited to storms, floods, fires, explosions or other casualty losses, unusual weather conditions, strikes, boycotts, lockouts or other labor disputes, delays in transportation or delivery of material or equipment, litigation commenced by third parties, or the acts of any federal, State or local governmental unit (other than the Party claiming the delay).

Urban Renewal Area means the area included within the boundaries of the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area, as amended.

Urban Renewal Plan means the Urban Renewal Plan approved in respect of the Cedar Falls Unified Highway 58 Urban Corridor Renewal Plan, described in the preambles hereof.

ARTICLE II. REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the City. The City makes the following representations and warranties:

- (a) The City is a municipal corporation and political subdivision organized under the provisions of the Constitution and the laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.
- (b) This Agreement has been duly and validly authorized, executed and delivered by the City and, assuming due authorization, execution and delivery by the Developer, is in full force and effect and is a valid and legally binding instrument of the City enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.
- (c) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, nor will they result in a breach of, the terms, conditions or provisions of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the City is now a party or by which it is bound, nor do they constitute a default under any of the foregoing.

- (d) The City has not received any notice from any State or federal official that the activities of the Developer with respect to the Development Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the Developer has previously been notified in writing). The City is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State or federal environmental law, regulation or review procedure applicable to the Development Property, and the City is not currently aware of any violation of any local, State or federal environmental law, regulation or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.
- (e) The City will cooperate fully with the Developer in resolution of any building, traffic, parking, trash removal or public safety problems which may arise in connection with the design, construction and operation of the Minimum Improvements, including but not limited to any problems which may arise with respect to traffic at the intersections where access drives on the Development Property meet roadways or streets owned by the City.
- (f) The City would not undertake its obligations under this Agreement without the consideration being made to the City pursuant to this Agreement.
- (g) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City, and not of any governing body member, officer, agent, servant or employee of the City in the individual capacity thereof.
- (h) The Development Property is zoned “M-1-P, Planned Industrial District”. The “M-1-P, Planned Industrial District” zoning classification permits by right the construction, equipping and operation of the Minimum Improvements.

Section 2.2. Representations and Warranties of the Developer. The Developer makes the following representations and warranties:

- (a) The Developer is a limited liability company duly organized and validly existing under the laws of the State of Iowa, is properly authorized to conduct business in the State of Iowa, and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under the Agreement.

- (b) The Developer desires to construct an Industrial Use Manufacturing Facility ("Minimum Improvements") on the 2.14 acre Development Property, which is to be acquired by the Developer pursuant to this Agreement, and which is more particularly described in Exhibit A.
- (c) This Agreement has been duly and validly authorized, executed and delivered by the Developer and, assuming due authorization, execution and delivery by the other parties hereto, is in full force and effect and is a valid and legally binding instrument of the Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.
- (d) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, nor will they result in a violation or breach of, the terms, conditions or provisions of the certificate of organization and operating agreement, together with all amendments thereto, of the Developer or of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it or its properties are bound, nor do they constitute a default under any of the foregoing.
- (e) There are no actions, suits or proceedings pending or threatened against or affecting the Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of the Developer or which in any manner raises any questions affecting the validity of the Agreement or the ability of Developer to perform its obligations under this Agreement.
- (f) The Developer will cause the Minimum Improvements to be constructed in accordance with the terms of this Agreement, the Urban Renewal Plan and all local, State and federal laws and regulations, except for variances necessary to construct the Minimum Improvements contemplated in the Construction Plans.
- (g) The Developer will use its best efforts to obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, State, and federal laws and regulations which must be obtained or met before the Minimum Improvements may be lawfully constructed.

- (h) The construction of the Minimum Improvements will require a total investment of not less than Two Million Two Hundred Fifty Dollars and no/100 Dollars (\$2,250,000.00), and a taxable valuation of Two Million Three Hundred Ninety Thousand and no/100 Dollars (\$2,390,000.00) is reasonable for the Minimum Improvements and the land that together comprise the Development Property.
- (i) The Developer has not received any notice from any local, State or federal official that the activities of the Developer with respect to the Development Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the City has previously been notified in writing). The Developer is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State or federal environmental law, regulation or review procedure applicable to the Development Property, and the Developer is not currently aware of any violation of any local, State or federal environmental law, regulation or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.
- (j) The Developer has equity funds and/or has commitments for financing in amounts sufficient to successfully complete the construction of the Minimum Improvements, in accordance with the Construction Plans contemplated by this Agreement.
- (k) The Developer will cooperate fully with the City in resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Minimum Improvements, including but not limited to any problems which may arise with respect to traffic at the intersections where access drives on the Development Property meet roadways or streets owned by the City.
- (l) The Developer expects that, barring Unavoidable Delays, the Minimum Improvements will be substantially completed by the 1<sup>st</sup> day of June, 2023.
- (m) The Developer would not undertake its obligations under this Agreement without the consideration being made to the Developer pursuant to this Agreement.
- (n) All covenants, stipulations, promises, agreements and obligations of the Developer contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Developer, and not of any member, officer, agent, servant or employee of the Developer in the individual capacity thereof.

### ARTICLE III. CONSTRUCTION OF MINIMUM IMPROVEMENTS

Section 3.1. Construction of Minimum Improvements. The Developer agrees that it will cause the Minimum Improvements to be constructed on the Development Property in conformance with the Construction Plans submitted to the City. The Developer agrees that the scope and scale of the Minimum Improvements to be constructed shall not be significantly less than the scope and scale of the Minimum Improvements as detailed and outlined in the Construction Plans, and shall in no event require a total investment of less than Two Million Two Hundred Fifty Dollars and no/100 Dollars (\$2,250,000.00).

Section 3.2 Building Permit Valuation Amount. The Developer shall apply to the City for a building permit, and shall pay all necessary permit fees in connection with the construction of the Minimum Improvements on the Development Property, based upon a building permit valuation amount (hereinafter the "Building Permit Valuation Amount") of a minimum of Two Million Two Hundred Fifty Dollars and no/100 Dollars (\$2,250,000.00), by no later than the 1<sup>st</sup> day of June, 2022.

Section 3.3. Construction Plans. The Developer shall cause Construction Plans to be provided for the Minimum Improvements which shall be subject to approval by the City as provided in this Section 3.3. The Construction Plans shall be in conformity with the Urban Renewal Plan, this Agreement, and all applicable State and local laws and regulations, except for variances the Developer and the City agree are necessary to construct or operate the Minimum Improvements. The City shall approve the Construction Plans in writing if: (a) the Construction Plans conform to the terms and conditions of this Agreement; (b) the Construction Plans conform to the terms and conditions of the Urban Renewal Plan; (c) to the best of City's knowledge, the Construction Plans conform to all applicable federal, State and local laws, ordinances, rules and regulations and City permit requirements; (d) the Construction Plans are adequate for purposes of this Agreement to provide for the construction of the Minimum Improvements and (e) no Event of Default under the terms of this Agreement has occurred; provided, however, that any such approval of the Construction Plans pursuant to this Section 3.3 shall constitute approval for the purposes of this Agreement only and shall not be deemed to constitute approval or waiver by the City with respect to any building, fire, zoning or other ordinances or regulations of the City, and shall not be deemed to be sufficient plans to serve as the basis for the issuance of a building permit if the Construction Plans are not as detailed or complete as the plans otherwise required for the issuance of a building permit. The site plans submitted by the Developer to the building official of the City for the Development Property shall be adequate to serve as the Construction Plans, if such site plans are approved by the building official.

Approval of the Construction Plans by the City shall not relieve the Developer of any obligation to comply with the terms and provisions of this Agreement, or the

provisions of applicable federal, State and local laws, ordinances and regulations, nor shall approval of the Construction Plans by the City be deemed to constitute a waiver of any Event of Default.

Approval of Construction Plans hereunder is solely for purposes of this Agreement, and shall not constitute approval for any other City purpose nor subject the City to any liability for the Minimum Improvements as constructed.

Section 3.4. Commencement and Completion of Construction. Subject to Unavoidable Delays, the Developer shall cause construction of the Minimum Improvements to be undertaken by no later than the 1st day of June, 2022, and completed (i) by no later than the 1<sup>st</sup> day of June, 2023, or (ii) by such other date as the parties shall mutually agree upon in writing. Time lost as a result of Unavoidable Delays shall be added to extend the completion date by a number of days equal to the number of days lost as a result of Unavoidable Delays. However, an extension of the completion of the Minimum Improvements shall not affect the date upon which the Assessor's Minimum Actual Value shall become effective. All work with respect to the Minimum Improvements to be constructed or provided by the Developer on the Development Property shall be in conformity with the Construction Plans as submitted by the Developer and approved by the City. The Developer agrees that it shall permit designated representatives of the City to enter upon the Development Property during the construction of the Minimum Improvements to inspect such construction.

Section 3.5. Certificate of Completion. Upon written request of the Developer after issuance of an occupancy permit for the Minimum Improvements, the City will furnish the Developer with a Certificate of Completion in recordable form, in substantially the form set forth in Exhibit C attached hereto. Such Certificate of Completion shall be a conclusive determination of satisfactory termination of the covenants and conditions of this Agreement with respect to the obligations of the Developer to cause construction of the Minimum Improvements.

The Certificate of Completion may be recorded in the Black Hawk County Recorder's office at the Developer's sole expense. If the City shall refuse or fail to provide a Certificate of Completion in accordance with the provisions of this Section 3.5, the City shall, within twenty (20) days after written request by the Developer, provide to the Developer a written statement indicating in adequate detail in what respects the Developer has failed to complete the Minimum Improvements in accordance with the provisions of this Agreement, or is otherwise in default under the terms of this Agreement, and what measures or acts it will be necessary, in the opinion of the City, for the Developer to take or perform in order to obtain such Certificate of Completion.

#### ARTICLE IV. RESTRICTIONS UPON USE OF DEVELOPMENT PROPERTY

Section 4.1. Restrictions on Use. The Developer shall:

- (a) Use the Development Property for any lawful use, and devote the Development Property to, and only to and in accordance with, the uses specified in the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan until the Termination Date; and
- (b) Not discriminate upon the basis of race, creed, color, sex, gender, sexual orientation, gender identity, religion, age, disability or national origin in the sale, lease, or rental or in the use or occupancy of the Development Property or any improvements erected or to be erected thereon, or any part thereof.
- (c) It is intended and agreed that the agreements and covenants provided in this Section shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the City, its successors and assigns, as against every successor in interest to the Development Property, or any part thereof or any interest therein, and as against any party in possession or occupancy of the Development Property or any part thereof. It is further intended and agreed that the agreements and covenants provided in subdivisions (a) and (b) of this Section shall remain in effect only through the Termination Date.
- (d) It is intended and agreed that the City and its successors and assigns shall be deemed beneficiaries of the agreements and covenants provided in this Section, both for and in its own right and also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall run in favor of the City, until the Termination Date, during which time such agreements and covenants shall be in force and effect, without regard to whether the City has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate. The City shall have the right, in the event of any breach of any such agreement or covenant, to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled.

## ARTICLE V. INSURANCE AND CONDEMNATION

### Section 5.1. Insurance Requirements.

- (a) The Developer will provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements (and, from time to time at the request of the City, furnish the City with proof of payment of premiums on):
- (i) Builder's risk insurance, written on the so-called "Builder's Risk -- Completed Value Basis", in an amount equal to one hundred percent (100%) of the insurable value of the Minimum Improvements at the date of completion, and with coverage available in nonreporting form on the so-called "all risk" form of policy;
  - (ii) Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance), together with an Owner's Contractor's Policy, with limits against bodily injury and property damage of at least \$2,000,000. The City shall be named as an additional insured for the City's liability or loss arising out of or in any way associated with the Minimum Improvements and arising out of any act, error, or omission of the Developer, its members, managers, officers, contractors and subcontractors or anyone else for whose acts the City may be held responsible (with coverage to the City at least as broad as that which is provided to the Developer and not lessened or avoided by endorsement). The policy shall contain a "severability of interests" clause and provide primary insurance over any other insurance maintained by the City. The policy shall waive subrogation rights against the City and shall contain a Governmental Immunities endorsement in a form acceptable to the City.
  - (iii) Worker's compensation insurance, with statutory coverage.
- (b) Upon completion of construction of the Minimum Improvements and at all times prior to the Termination Date, the Developer shall maintain, or cause to be maintained, at its cost and expense (and from time to time at the request of the City shall furnish proof of the payment of premiums on) insurance as follows:
- (i) Insurance against loss and/or damage to the Minimum Improvements under a policy or policies covering such risks as are ordinarily insured



against by similar businesses, including (without limiting the generality of the foregoing) fire, extended coverage, vandalism and malicious mischief, explosion, water damage, demolition cost, debris removal, and collapse in an amount not less than the full insurable replacement value of the Minimum Improvements, but any such policy may have a deductible amount of not more than \$25,000. No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the preceding sentence, by reason of co-insurance provisions or otherwise, without the prior consent thereto in writing by the City. The term "full insurable replacement value" shall mean the actual replacement cost of the Minimum Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains and other uninsurable items) and equipment, and shall be determined from time to time at the request of the City, but not more frequently than once every three years, by an insurance consultant or insurer selected and paid for by the Developer and approved by the City.

- (ii) Comprehensive commercial general liability insurance, including liability for injuries to persons and/or property resulting from the operation of automobiles or other motorized vehicles on or about the Development Property, in the minimum amount for each occurrence and for each year of \$2,000,000.
  - (iii) Such other insurance, including worker's compensation insurance respecting all employees of the Developer, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure.
- (c) All insurance required by this Article V to be provided prior to the Termination Date shall be taken out and maintained in responsible insurance companies selected by the Developer which are authorized under the laws of the State to assume the risks covered thereby. The Developer will deposit annually with the City copies of policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Article V, each policy shall contain a provision that the insurer shall not cancel or modify it without giving written notice to the Developer and the City at least thirty (30) days before the cancellation or modification becomes effective. Not less than fifteen (15) days prior to the expiration of any policy, the Developer shall furnish the City evidence satisfactory to the City that the policy has been renewed or replaced by another policy conforming to the provisions of this Article V, or that there is no necessity therefor under the terms hereof. In lieu

of separate policies, Developer may maintain a single policy, or blanket or umbrella policies, or a combination thereof, which provide the total coverage required herein, in which event the Developer shall deposit with the City a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Minimum Improvements.

- (d) Developer agrees to notify the City immediately in the case of damage exceeding \$25,000 in amount to, or destruction of, the Minimum Improvements or any portion thereof resulting from fire or other casualty. Net Proceeds of any such insurance shall be paid directly to the Developer, and Developer will forthwith repair, reconstruct and restore the Minimum Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, the Developer will apply the Net Proceeds of any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof. The provisions of this paragraph shall apply to casualties that occur prior to the Termination Date.
- (e) The Developer shall complete the repair, reconstruction and restoration of the Minimum Improvements, whether or not the Net Proceeds of insurance received by Developer for such purposes are sufficient.

Section 5.2. Condemnation. In the event that title to and possession of the Minimum Improvements or any other material part thereof shall be taken in condemnation or by the exercise of the power of eminent domain by any governmental body or other person (except the City), so long as the Assessment Agreement shall remain in effect, the Developer or his successor shall, with reasonable promptness after such taking, notify the City as to the nature and extent of such taking.

Section 5.3. Reconstruction or Payment. Upon receipt of any Condemnation Award or property insurance proceeds, the Developer shall use the entire Condemnation Award to reconstruct the Minimum Improvements (or, in the event only a part of Minimum Improvements have been taken, then to reconstruct such part) upon the Development Property.

## ARTICLE VI. MINIMUM ASSESSMENT AGREEMENT AND OTHER COVENANTS

Section 6.1. Execution of Minimum Assessment Agreement. The Developer shall agree to, and with the City shall execute, concurrently with the execution of this Agreement, a Minimum Assessment Agreement pursuant to the provisions of Section 403.19, Code of Iowa, substantially in the form and content of Exhibit D attached hereto,

specifying the Assessor's Minimum Actual Value for the Minimum Improvements to be constructed on the Development Property for calculation of real property taxes. Specifically, the Developer shall agree to a minimum actual taxable value for the Minimum Improvements and the land that together comprise the Development Property, which will result in a minimum actual taxable value as of January 1, 2024, of not less than Two Million Three Hundred Ninety Thousand and no/100 Dollars (\$2,390,000.00) (such minimum actual taxable value at the time applicable is herein referred to as the "Assessor's Minimum Actual Value"). Nothing in the Minimum Assessment Agreement shall limit the discretion of the Assessor to assign an actual taxable value to the Minimum Improvements or the land, in excess of such Assessor's Minimum Actual Value nor prohibit the Developer or its successors from seeking through the exercise of legal or administrative remedies a reduction in such actual taxable value for property tax purposes; provided, however, that the Developer or its successors shall not seek a reduction of such actual taxable value below the Assessor's Minimum Actual Value in any year so long as the Minimum Assessment Agreement shall remain in effect. The Minimum Assessment Agreement shall remain in effect until the 31st day of December, 2034 (the "Termination Date"). The Minimum Assessment Agreement shall be certified by the Assessor for the County as provided in Section 403.19 of the Code of Iowa, and shall be filed for record in the office of the County Recorder of the County, and such filing shall constitute notice to any subsequent encumbrancer or purchaser of the Development Property (or part thereof), whether voluntary or involuntary, and such Minimum Assessment Agreement shall be binding and enforceable in its entirety against any such subsequent purchaser or encumbrancer, as well as any prior encumbrancer consenting thereto.

Section 6.2. Maintenance of Properties. The Developer shall maintain, preserve and keep the Minimum Improvements in good repair and working order, ordinary wear and tear excepted, and from time to time shall make all necessary repairs, replacements, renewals and additions, until the Termination Date.

Section 6.3 Maintenance of Records. The Developer shall keep at all times proper books of record and account in which full, true and correct entries shall be made of all dealings and transactions of or in relation to the business and affairs of the Developer in accordance with generally accepted accounting principles, consistently applied throughout the period involved, and Developer shall provide reasonable protection against loss or damage to such books of record and account. The provisions of this paragraph shall apply for all periods prior to the Termination Date.

Section 6.4. Compliance with Laws. The Developer shall comply with all laws, rules and regulations relating to the Minimum Improvements, other than laws, rules and regulations the failure to comply with which or the sanctions and penalties resulting therefrom, would not have a material adverse effect on the Developer's business, property, operations, or condition, financial or otherwise. The provisions of this paragraph shall apply for all periods prior to the Termination Date.

Section 6.5. Real Property Taxes. The Developer shall pay, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property acquired and owned by it.

The Developer and its successors agree that prior to the Termination Date:

- (a) It will not seek any tax exemption, either presently or prospectively authorized under any State or federal law with respect to taxation of real property contained on the Development Property between the date of execution of this Agreement and the Termination Date. The foregoing shall not impair any rights to appeal the valuation set by the Black Hawk County Assessor as provided by law.
- (b) It will not seek administrative review or judicial review of the applicability or constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Development Property, Minimum Improvements or to the Developer or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings.
- (c) It will not seek any tax deferral or abatement, except reimbursement, if any, that is specifically provided for in this Agreement, either presently or prospectively authorized under Iowa Code Chapter 403 or 404, or any other local, State or federal law, of the taxation of real property contained on the Development Property between the date of execution of this Agreement and the Termination Date.

Section 6.6. Sales Tax. The Developer shall pay all sales tax payable with respect to the Minimum Improvements.

Section 6.7. Utility Usage. The Developer agrees for itself and its successors and assigns, specifically including all commercial tenants and all other persons, firms or other entities operating any business on the Development Property or any portion thereof, that for all periods up to the Termination Date that all utility needs for the Industrial Use Manufacturing Facility shall be furnished from City-owned utilities, including electricity, natural gas, water, sanitary sewer, cable television, telephone, internet and other fiber-optic communications service including point-to-point, VLAN and last mile fiber services for a corporate network connection. The Developer and its successors and assigns agree to work with Cedar Falls Utilities to attain needed communication services (as defined above). Should it be mutually agreed upon by both parties that City-owned utilities are unable to meet the communication requirements specified, the Developer and its successors and assigns, as defined and described in this section, shall not, however, have

any obligation or duty to use or take any minimum amount, and shall have no obligation to pay any amount in excess of the generally applicable rates for like users based upon actual use.

Section 6.8. Annual Certification. To assist the City in monitoring and performance of Developer hereunder, a duly authorized officer of the Developer shall annually provide to the City: (a) proof that all ad valorem taxes on the Development Property have been paid for the prior fiscal year; and (b) certification that, to the best of such officer's knowledge during the preceding twelve (12) months, the Developer was not in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto. Such statement, proof and certificate shall be provided not later than November 1 of each year, commencing November 1, 2024, and ending on November 1, 2033, both dates inclusive.

Section 6.9. Use of Tax Increments. The City shall be free to use any and all Tax Increments collected in respect of the Development Property for any purpose for which the Tax Increments may lawfully be used pursuant to the provisions of the Urban Renewal Act; and the City shall have no obligations to the Developer with respect to the use of such increments.

Section 6.10. Opinion of Counsel. Concurrent with execution of this Agreement, Developer shall cause its counsel to execute and deliver to City an Opinion of Counsel substantially in the form and of the content of Exhibit E attached hereto.

Section 6.11. Provisions To Be Included In Leases Covering Development Property. The Developer agrees to include provisions in each commercial lease agreement the Developer enters into with any tenant that will occupy the Development Property or operate a business thereon, for all periods up to the Termination Date, which provide as follows: (a) that tenant acknowledges that the leased premises are part of the Development Property and are subject to the terms and conditions of this Agreement; (b) that this Agreement is binding upon Developer's successors and assigns, specifically including all commercial tenants; (c) that certain of the terms and conditions of this Agreement specifically impact the tenant's use of and conduct of its business operations on the Development Property, which terms and conditions include, but are not necessarily limited to, Sections 4.1, 5.1(b), 6.2, 6.7, 7.2, 7.3 and 11.2; and (d) that the tenant agrees to operate its business and conduct its operations on the Development Property in a manner consistent with all of the terms and conditions of this Agreement.

Section 6.12. Relocation. Developer agrees and covenants that it shall not, absent written consent from the City, sell or lease the Minimum Improvements or Development Property to any enterprise that is relocating (“Relocating”) to the City from another part of the County or a contiguous county during the term (the “Term”) of this Relocation provision (the “Relocation Provision”). “Relocating” or “Relocation” means the closure or substantial reduction of an enterprise’s existing operations in one area of the State and the initiation of substantially the same operation in the same county or a contiguous county in the State. The Term of this Relocation Provision will expire on the Termination Date as described in Section 11.9(a). In general, urban renewal incentives cannot be used for projects that involve a Relocating enterprise (whether the relocating enterprise is the developer, land owner, tenant, or otherwise) unless there is a written agreement regarding the use of economic incentives between the city where the business is currently located and the city to which the business is Relocating, either specific to this Project or in general (i.e., a fair play or neutrality agreement), or if the City finds that the use of tax increments in connection with the Relocation is in the public interest, which means that the business has provided a written affirmation that it is considering moving part or all of its operations out of the State and such action would result in either significant employment or wage loss in Iowa. Developer understands and agrees that if it sells or leases to a Relocating enterprise in violation of the Relocation Provision, as determined by the City in its sole discretion, such action shall be deemed an Event of Default under this Agreement, and, in addition to any remedies set forth in Section 10.2:

(i) If Developer received all or a portion of the Development Property from the City for less than the full fair market value of the Development Property (“Full Value”), then the Developer shall pay the City the difference between the Full Value of the Development Property and what the Developer actually paid the City for such property. At the request of the City (which request need not be in writing), the Full Value of the Development Property shall be established by a licensed, certified appraiser to be selected by the City. Developer shall be responsible for paying any fees or costs associated with obtaining such appraisal.

## ARTICLE VII. PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER

Section 7.1. Representation as to Development. The Developer represents and agrees that the purchase and improvement of the Development Property, and the other undertakings pursuant to this Agreement, are, and will be used, for the purpose of development of the Development Property and not for speculation in land holding. The Developer further acknowledges:

(a) the importance of the development of the Development Property to the general welfare of the community;

- (b) the substantial financing and other public aids that have been made available by law and by the City for the purpose of making such development possible; and
- (c) the fact that any act or transaction involving or resulting in a significant change of control of the development, is for practical purposes a transfer or disposition of the Development Property then owned and operated by the Developer, and the qualifications and identity of the Developer are of particular concern to the community and the City. The Developer further recognizes that it is because of such qualifications and identity that the City is entering into this Agreement with the Developer.

Section 7.2. Prohibition Against Transfer of Property and Assignment of Agreement. Except as otherwise expressly provided for in Section 7.4, Transfer of Interest in Developer or Transfer of Development Property to Permitted Transferees, for the foregoing reasons the Developer represents and agrees for itself, and its successors and assigns, that in addition to the provisions of Section 6.12 of this Agreement, prior to termination of the Termination Date:

- (a) Except only for (i) the purpose of obtaining financing necessary to enable the Developer to perform its obligations with respect to making the Minimum Improvements under this Agreement, (ii) leases to commercial tenants for all or a portion of the Minimum Improvements, and (iii) any other purpose authorized by this Agreement, the Developer (except as so authorized) has not made or created, and that the Developer will not, prior to the Termination Date, make or create, or suffer to be made or created, any total or partial sale, assignment, or conveyance, or any trust or power, or transfer in any other mode or form of or with respect to this Agreement or the Development Property, or any part thereof or any interest therein, or any contract or agreement to do any of the same, without the prior written approval of the City.
- (b) The City shall be entitled to require, except as otherwise provided in this Agreement, as conditions to any such approval that:
  - (1) Any proposed transferee shall have the qualifications and financial responsibility, as determined by the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Developer (or, in the event the transfer is of or relates to part of the Development Property, such obligations to the extent that they relate to such part).

- (2) Any proposed transferee, by instrument in writing satisfactory to the City and in form recordable among the land records, shall, for itself and its successors and assigns, and expressly for the benefit of the City, have expressly assumed all of the obligations of the Developer under this Agreement and shall have agreed to be subject to all the conditions and restrictions to which the Developer is subject (or, in the event the transfer is of or relates to part of the Development Property, such obligations, conditions, and restrictions to the extent that they relate to such part): Provided, that the fact that any transferee of, or any other successor in interest whatsoever to, the Development Property, or any part thereof, shall, whatever the reason, not have assumed such obligations or so agreed, shall not (unless and only to the extent otherwise specifically provided in this Agreement or agreed to in writing by the City) relieve or exempt such transferee or successor of or from such obligations, conditions, or restrictions, or deprive or limit the City of or with respect to any rights or remedies or controls with respect to the Development Property or the construction of the Minimum Improvements; it being the intent of this provision, together with other provisions of this Agreement, that (to the fullest extent permitted by law and equity and excepting only in the manner and to the extent specifically provided otherwise in this Agreement) no transfer of, or change with respect to, ownership in the Development Property or any part thereof, or any interest therein, however consummated or occurring, and whether voluntary or involuntary, shall operate, legally or practically, to deprive or limit the City of or with respect to any rights or remedies or controls provided in or resulting from this Agreement with respect to the Development Property and the construction of the Minimum Improvements that the City would have had, had there been no such transfer or change.
- (3) Except leases to commercial tenants for all or a portion of the Minimum Improvements as provided in subsection (a)(ii) of this section, there shall be submitted to the City for review all instruments and other legal documents involved in effecting transfer; and if approved by the City, its approval shall be indicated to the Developer in writing.

Provided, further, that in the absence of specific written agreement by the City to the contrary, no such transfer or approval by the City thereof shall be deemed to relieve the Developer, or any other party bound in any way by this Agreement or otherwise with respect to the construction of the Minimum Improvements, from any of its obligations with respect thereto.



Section 7.3. Approvals. Any approval of a transfer of interest in the Developer, this Agreement, or the Development Property required to be given by the City under this Article VII may be denied only in the event that the City reasonably determines that the ability of the Developer to perform its obligations under this Agreement and its statutory duty, as owner, to pay ad valorem real property taxes assessed with respect to the Development Property, or the overall financial security provided to the City under the terms of this Agreement, or the likelihood of the Minimum Improvements being successfully constructed and operated pursuant to the terms of this Agreement, will be materially impaired by the action for which approval is sought.

Section 7.4. Transfer of Interest in Developer or Transfer of Interest in Development Property to Permitted Transferee. Notwithstanding the provisions of Sections 7.2 and 7.3, the City and the Developer agree that a transfer of ownership of the Development Property to a newly established corporation or limited liability company the ownership of which consists solely of the members of Developer (the “Permitted Transferee”), shall not trigger the provisions of Section 7.2 or Section 7.3, provided, however, that any transfer of the Development Property to the Permitted Transferee shall require the Permitted Transferee to agree in writing with the City (a) to expressly assume all of the obligations of the Developer under this Agreement, and (b) to agree to be subject to all of the conditions and restrictions to which the Developer is subject (or, in the event the transfer is of or relates to only part of the Development Property, such obligations, conditions, and restrictions to the extent that they relate to such part). Upon execution of an agreement in writing by the Permitted Transferee that (a) assumes all of the obligations of the Developer under this Agreement and (b) agrees to be subject to all of the conditions and restrictions to which the Developer is subject, the transfer of the Development Property, or the part thereof, shall be deemed approved upon delivery of such written assumption agreement to the City Clerk of the City.

ARTICLE VIII. CONVEYANCE OF DEVELOPMENT PROPERTY; CONDITIONS

Section 8.1 Conveyance of Development Property. Subject to hearing and authorization required under law, the City shall make a conveyance of title to the Development Property to Developer without any additional consideration other than the Developer’s covenants as contained in this Agreement.

Section 8.2 Form of Deed. The City shall convey clear title to the Development Property to the Developer by Quit Claim Deed (hereinafter called the “Deed”). Such conveyance and title shall be subject to the conditions, covenants and restrictions contained in the Urban Renewal Plan and this Agreement, shall be subject to restrictive covenants, ordinances, and limited access provisions of record, if any, and to existing easements of record, but shall otherwise be free and clear of all other liens and encumbrances of record.

Section 8.3. Condition of the Property; Care And Maintenance. As of Closing, Developer agrees to take the Development Property "As Is." The City makes no warranties or representations as to the condition of the Development Property. The City and Developer acknowledge and agree that City has undertaken no investigations with respect to the suitability of the Development Property for Developer's proposed uses, including but not limited to subsurface investigations regarding the soil conditions of the Development Property. Any geological or other inspection of the Development Property is the sole responsibility of the Developer (at its own cost). Developer waives all claims against the City as to the condition of the Development Property.

Section 8.4. Environmental Matters. At Closing, although not required by law, the City may file with the County Recorder's office a properly executed Groundwater Hazard Statement. Developer takes the property "As Is" with regard to any environmental matters. The City makes no warranties and representations as to the environmental condition of the Development Property, other than the information provided in any Groundwater Hazard Statement filed by the City at Closing. Developer shall be responsible for securing and paying for all inspections, remediation efforts, or documentation required by the county board of health in order to lawfully transfer the Development Property to Developer. Developer agrees to indemnify, release, defend and hold harmless the City for all claims, damages or costs relating to the Development Property that arise after the Closing Date.

Section 8.5. Survey and Platting. Developer shall be responsible for all survey and platting of the Development Property. The City authorizes Developer and/or its agents and contractors access to the Development Property for survey and platting purposes.

Section 8.6 Time and Place for Closing and Delivery of Deed. The City shall deliver the Deed and possession of the Development Property to the Developer on or before the 1<sup>st</sup> day of May, 2022, or on such other date as the parties hereto may mutually agree in writing (the "Closing Date").

Section 8.7 Recordation of Deed. The Developer shall promptly file the Deed for recordation among the land records in the office of the Recorder of the County. The Developer shall pay all costs for so recording the Deed.

Section 8.8 Abstract of Title. The City shall provide an abstract of title continued only to the date of filing of the plat. It shall be the Developer's responsibility to pay to have the abstract updated. This abstract shall become the property of the Developer at the time of delivery of the Deed.

Section 8.9 Conditions Precedent to Conveyance of Property. The City's obligation to convey title and possession of the Development Property to the Developer on the Closing Date shall be subject to satisfaction of the following conditions precedent:

- (a) The Developer shall be in material compliance with all the terms and provisions of this Agreement;
- (b) The Developer shall have furnished the City with evidence, in a form reasonably satisfactory to the City (such as a letter of commitment from a bank or other lending institution), that the Developer has firm commitments for financing for the Project in an amount sufficient, together with equity commitments, to complete the Project in conformance with the Construction Plans, or the City shall have received such other evidence of the Developer's financial ability as in the reasonable judgment of the City is required for the Project;
- (c) Execution of a Minimum Assessment Agreement by the City, the County and the Developer pursuant to Section 6.1 of this Agreement; and
- (e) Receipt of an opinion of counsel to the Developer in the form attached hereto as Exhibit E.

Section 8.10 Failure to Commence Construction of Minimum Improvements. In the event the Developer has not made substantial progress towards commencement of construction of the Minimum Improvements on the Development Property by no later than September 1, 2022, and commencement of construction does not appear imminent by no later than September 1, 2022, then Developer shall have committed an Event of Default within the meaning of Article X and Section 10.1 of this Agreement, and shall convey title to the Development Property to the City as provided in Section 10.2(d) of this Agreement by no later than December 1, 2022.

Section 8.11. Partial Property Tax Exemption. Subject to Developer's compliance with all of the terms and conditions of this Agreement, City agrees that the Developer may apply to Black Hawk County, Iowa, and to City, for a partial exemption from taxation of industrial property as may be provided by the Cedar Falls Code of Ordinances, and by Chapter 427B, Code of Iowa, with respect to the actual value added by the Minimum Improvements. Subject to Developer's timely application and qualification under Sections 21-48 through 21-57 of the Cedar Falls Code of Ordinances, and Chapter 427B, Code of Iowa, the partial property tax exemption shall be according to the following schedule:

- (a) For the first assessment year after the Minimum Improvements are fully assessed – 75% exemption of the actual value added.

- (b) For the second assessment year after the Minimum Improvements are fully assessed – 60% exemption of the actual value added.
- (c) For the third assessment year after the Minimum Improvements are fully assessed – 45% exemption of the actual value added.
- (d) For the fourth assessment year after the Minimum Improvements are fully assessed – 30% exemption of the actual value added.
- (e) For the fifth assessment year after the Minimum Improvements are fully assessed – 15% exemption of the actual value added.

## ARTICLE IX. INDEMNIFICATION

### Section 9.1. Release and Indemnification Covenants.

- (a) The Developer releases the City and the governing body members, officers, agents, servants and employees thereof (hereinafter, for purposes of this Article IX, the "indemnified parties") from, covenants and agrees that the indemnified parties shall not be liable for, and agrees to indemnify, defend and hold harmless the indemnified parties against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Minimum Improvements.
- (b) Except for any willful misrepresentation, or any willful or wanton misconduct, or any unlawful act, or any negligent act or omission of the indemnified parties, Developer agrees to protect and defend the indemnified parties, now or forever, and further agrees to hold the indemnified parties harmless, from any claim, demand, suit, action or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from any violation of any agreement or condition of this Agreement by the Developer, including but not limited to claims for the construction, installation, ownership, and operation of the Minimum Improvements.
- (c) The indemnified parties shall not be liable for any damage or injury to the persons or property of the Developer or its officers, agents, servants or employees or any other person who may be about the Minimum Improvements due to any act of negligence, including a negligent failure to act, of any person, other than any act of negligence on the part of any such indemnified party or its officers, agents, servants or employees.

- (d) The provisions of this Article IX shall survive the termination of this Agreement.

## ARTICLE X. REMEDIES

Section 10.1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement, any one or more of the following events:

- (a) Failure by the Developer to cause the construction of the Minimum Improvements to be commenced and completed pursuant to the terms, conditions and limitations of Article III of this Agreement, subject to Unavoidable Delays;
- (b) Failure by the Developer or its successors to cause the Minimum Improvements to be reconstructed when required pursuant to Article III of this Agreement.
- (c) Failure by the City to cause the Development Property to be conveyed to the Developer pursuant to the terms, conditions and limitations of Section 8.1 of this Agreement, subject to Unavoidable Delays;
- (d) Transfer of the Developer's ownership interest in the Development Property or any interest of Developer in this Agreement, or the assets of Developer in violation of the provisions of Article VII of this Agreement, until the Termination Date;
- (e) Failure by the Developer until the Termination Date, to pay ad valorem taxes on the Development Property;
- (f) Failure by the Developer until the Termination Date to substantially observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement;
- (g) The holder of any Mortgage on the Development Property, or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable Mortgage documents;
- (h) Sale or lease of the Minimum Improvements or Development Property in violation of the provisions of Section 6.12, Relocation, of this Agreement;
- (i) The Developer shall:

- (i) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or
  - (ii) make an assignment for the benefit of its creditors; or
  - (iii) admit in writing its inability to pay its debts generally as they become due; or
  - (iv) be adjudicated a bankrupt or insolvent; or if a petition or answer proposing adjudication as a bankrupt or reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of the Developer or the Minimum Improvements, or part thereof, shall be appointed in any proceedings brought against the Developer and shall not be discharged within ninety (90) days after such appointment, or if the Developer shall consent to or acquiesce in such appointment; or
- (j) Any obligation, representation or warranty made by any party to this Agreement, any Exhibit hereto, or made by any party in any written statement or certificate pursuant to this Agreement, shall prove to have been incorrect, incomplete or misleading in any material respect on or as of the date of the issuance or making thereof.

Section 10.2. Remedies on Default. Whenever any Event of Default referred to in Section 10.1 of this Agreement occurs and is continuing, any party not in default may take any one or more of the following actions after the giving of thirty (30) days' written notice to the party in default, and the holder of the Mortgage, of the Event of Default, but only if the Event of Default has not been cured within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty (30) days and the party in default does not provide assurances reasonably satisfactory to the party giving notice that the Event of Default will be cured as soon as reasonably possible:

- (a) The party giving notice may suspend its performance under this Agreement until it receives assurances from the party in default, deemed adequate by the party giving notice, that the party in default will cure the default and continue performance under this Agreement;
- (b) The party who is not in default may withhold the Certificate of Completion;

- (c) The party who is not in default may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to recover damages proximately caused by the Default, or to enforce performance and observance of any obligation, agreement, or covenant, under this Agreement.
- (d) In the event the Developer fails to perform any one or more of the material obligations described in Article III of this Agreement in a timely manner, Developer shall thereupon immediately convey title to the Development Property to the City, free and clear of all liens and encumbrances, but subject to restrictive covenants, ordinances, and limited access provisions of record, if any, and to existing easements, if any. Developer shall also establish to the satisfaction of City and its legal counsel that no labor has been performed and no materials have been furnished by any contractor, subcontractor, or any other person, firm or entity, in connection with any improvements made to the Development Property within the ninety (90) days immediately preceding the date of said conveyance. Developer shall also deliver to City an abstract of title covering the Development Property, certified to a date subsequent to the date of said conveyance, showing that marketable title to the Development Property is vested in Developer and complies with the requirements of this subsection. Developer shall pay to City all general property taxes and special assessments, if any, due or to become due with respect to the Development Property, continuing until the Development Property is assessed to the City and is exempt from assessment for general property taxes by reason of its conveyance to and ownership by the City as a tax-exempt governmental body. Developer shall pay for all costs associated with conveyance of the Development Property to the City, including, but not limited to, abstracting, recording fees, and reasonable attorneys' fees. In the event the Developer fails to comply with the terms and conditions of this subsection (d) within the thirty (30) day period described in Section 10.2 of this Article, then the City may proceed as provided in Section 10.2(c) of this Article, to obtain a decree of specific performance against Developer for the conveyance of the Development Property to the City or, in lieu thereof, at the City's sole discretion, to obtain a judgment for monetary damages to compensate the City for the Developer's default, plus attorneys' fees and expenses as provided in Section 10.5.

Section 10.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the parties is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such

right and power may be exercised from time to time and as often as may be deemed expedient.

Section 10.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 10.5. Agreement to Pay Attorneys' Fees and Expenses. Whenever any Event of Default occurs and a party not in default shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of a party in default herein contained, the party in default agrees that it shall, on demand therefor, pay to the party not in default the reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred by the party not in default in connection therewith.

## ARTICLE XI. MISCELLANEOUS

Section 11.1. Conflict of Interest. Developer agrees that, to its best knowledge and belief, no member, officer or employee of the City, or its designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of this Project at any time during or after such person's tenure.

Section 11.2. Non-Discrimination. In carrying out the construction and operation of the Minimum Improvements, the Developer shall not discriminate against any employee or applicant for employment because of race, creed, color, gender, sex, sexual orientation, gender identity, religion, national origin, age or disability. The Developer shall insure that applicants for employment are employed, and the employees are treated during employment, without regard to their race, creed, color, gender, sex, sexual orientation, gender identity, religion, national origin, age or disability.

Section 11.3. Notices. Whenever this Agreement requires or permits any consent, approval, notice, request, proposal, or demand (collectively, "Notice") from one party to another, the Notice must be in writing and shall be effective upon actual receipt by the intended recipient, at the following addresses:



DEVELOPER: Mr. Anthony Gougler  
Member  
Wayne Estates, L.L.C.  
2303 Yorkshire Drive  
Cedar Falls, IA 50613

With a copy to: Gary Jones  
Jones Law Firm  
721 W 1<sup>st</sup> Street  
Cedar Falls, IA 50613

CITY City of Cedar Falls, Iowa  
City Administrator  
220 Clay Street  
Cedar Falls, IA 50613

or to such other designated individual or officer or to such other address as any party shall have furnished to the other in writing in accordance herewith. Any party entitled to receive a Notice hereunder may change the address which it previously had specified for receiving the same, at any time and from time to time, by delivering a written change notice in accordance with the above provisions to the other parties at least five (5) business days prior to the effective date of such change.

Section 11.4. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 11.5. Provisions Not Merged With Deed. None of the provisions of this Agreement shall be merged by reason of the delivery of the Deed, and the Deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

Section 11.6. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 11.7. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement between the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 11.8. Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 11.9. Termination Date of Minimum Assessment Agreement. This Agreement shall terminate and be of no further force or effect with respect to the Minimum Improvements on the termination of the Minimum Assessment Agreement, as provided in Section 6.1 of this Agreement and in the Minimum Assessment Agreement, the form of which is attached hereto as Exhibit D.

Section 11.10. Memorandum of Agreement. The parties agree to execute and record a Memorandum of Agreement for Private Development, in substantially the form attached as Exhibit F, to serve as notice to the public of the existence and provisions of this Agreement, and the rights and interests held by the City by virtue hereof. Developer shall pay all costs of recording.

Section 11.11. Immediate Undertaking. All parties agree to undertake immediately upon execution of this Agreement all of those obligations which require immediate action.

Section 11.12. No Partnership or Joint Venture. The relationship herein created between the parties is contractual in nature and is in no way to be construed as creating a partnership or joint venture between the Developer and any or all of the other parties.

Section 11.13. Captions. The captions, headings, and arrangements used in this Agreement are for convenience only and shall not in any way affect, limit, amplify, or modify the terms and provisions hereof.

Section 11.14. Number and Gender of Words. Whenever herein the singular number is used, the same shall include the plural where appropriate, and words of any gender shall include each other where appropriate.

Section 11.15. Invalid Provisions. If any provision of this Agreement or any agreement contemplated hereby is held to be illegal, void, invalid, or unenforceable under present or future laws effective during the term of such agreement; then: (i) such provision shall be fully severable; (ii) such agreement shall be construed and enforced as if such illegal, void, invalid, or unenforceable provision had never comprised a part of such agreement; and (iii) the remaining provisions of such agreement shall remain in full force and effect and shall not be affected by the illegal, void, invalid, or unenforceable provision or by its severance from such agreement. Furthermore, in lieu of such illegal, void, invalid, or unenforceable provision there shall be added automatically as a part of such agreement a provision as similar in terms to such illegal, void, invalid, or unenforceable provision as may be legal, valid, and enforceable, whether or not such a substitute provision is specifically provided for in such agreement. Notwithstanding the foregoing, in the event any provision involving material consideration by the City for the benefit of the Developer shall be held illegal, void, invalid or unenforceable, then the Developer shall have the right to cancel this Agreement, and upon such cancellation, this Agreement,

in its entirety, shall be rendered null and void; however, in that event, Developer shall proceed as described in Section 10.2(d) of this Agreement.

Section 11.16. Multiple Counterparts. This Agreement has been executed in a number of identical counterparts, each of which is to be deemed an original for all purposes and all of which constitute collectively one agreement, but in making proof of this Agreement it shall not be necessary to produce or account for more than one such counterpart.

Section 11.17. Authorization. Each party hereto represents that prior to its execution hereof all necessary company, governmental or other appropriate action, as applicable, including without limitation resolutions of their governing boards or bodies, has been taken to authorize the execution of this Agreement and the performance by such party of its respective obligations hereunder.

Section 11.18. Time of the Essence. Time is of the essence with respect to all matters described in this Agreement and related documents.

Section 11.19. Survival. Each provision of this Agreement shall survive the occurrence of the other provisions of this Agreement to the extent necessary to ensure full performance of said surviving provision.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and the Developer has caused this Agreement to be duly executed in its name and behalf by its member, all on or as of the day first above written.

(SEAL)

CITY OF CEDAR FALLS, IOWA

By: \_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsens, MMC, City Clerk

Wayne Estates, L.L.C.,  
an Iowa limited liability company

By: \_\_\_\_\_  
Anthony Gougler, Member

DEVELOPER

STATE OF IOWA, COUNTY OF BLACK HAWK ss.

This record was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_,  
2022, by Robert M. Green as Mayor, and Jacqueline Danielsen as City Clerk, of the City  
of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for Black Hawk County, Iowa

STATE OF IOWA, COUNTY OF BLACK HAWK, ss.

This record was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2022,  
by Anthony Gougler, Member, Wayne Estates, L.L.C., an Iowa limited liability company.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

EXHIBIT A

DEVELOPMENT PROPERTY

The Development Property is 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 15, West Viking Road Industrial Park Phase IV, City of Cedar Falls, Black Hawk County, Iowa (Contains 2.14 acres more or less).

EXHIBIT B

MINIMUM IMPROVEMENTS

The Minimum Improvements shall consist of the construction of an Industrial Use Warehouse and Office Facility totaling at least 15,595 square feet of finished space, all as set forth in the Construction Plans and being as more particularly shown and in substantially the same configuration and scope as the Site Plans attached hereto and made a part hereof.

The Developer agrees to connect to the sanitary sewer, storm sewer, natural gas, electricity, water, underground telephone cable, internet and any other utilities services from their present locations to such location or locations on the Development Property as Developer deems appropriate, at its cost. The Developer also agrees to construct any driveway approaches and other paving, at its cost, in accordance with City ordinances.

The Developer also agrees to perform or cause to be performed all necessary grading, land preparation and all necessary building improvements, landscaping, storm water detention, signage, and all other site improvements, in all respects in entire conformity with all applicable codes and ordinances of the City, all at the Developer's cost. The submittal to City of plans for the construction of said improvements shall be in substantial conformity with the following schedule:

Schedule of Performance

<u>Activity to be Completed</u>	<u>Completion Date</u>
Issuance of Building Permit	June 1, 2022
Substantial Completion	June 1, 2023
Issuance of Occupancy Permit	June 1, 2023

EXHIBIT C

CERTIFICATE OF COMPLETION

WHEREAS, the CITY OF CEDAR FALLS, IOWA, a municipality (hereinafter called "City"), established pursuant to the Code of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2021 (Chapter 403 hereinafter called "Urban Renewal Act"); and Wayne Estates, L.L.C., (hereinafter called the "Developer"), an Iowa limited liability company having its principal place of business at 2303 Yorkshire Drive, Cedar Falls, IA 50613; did on or about the \_\_\_\_ day of \_\_\_\_\_, 2022, make, execute and deliver, each to the other, an Agreement for Private Development (the "Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City and as more particularly described as follows:

Lot 15, West Viking Road Industrial Park Phase IV, City of Cedar Falls, Black Hawk County, Iowa (Contains 2.14 acres more or less)

(the "Development Property"); and

WHEREAS, the Agreement incorporated and contained certain covenants and restrictions with respect to the development of the Development Property, and obligated Developer to construct certain Minimum Improvements (as defined therein) in accordance with the Agreement; and

WHEREAS, Developer performed said covenants and conditions insofar as they relate to the construction of said Minimum Improvements in a manner deemed by the City to be in conformance with the approved building plans to permit the execution and recording of this certification.

NOW, THEREFORE, pursuant to the Agreement, this is to certify that all covenants and conditions of the Agreement with respect to the obligations of Developer and its successors and assigns, to construct the Minimum Improvements have been completed and performed by Developer and are hereby released absolutely and forever terminated insofar as they apply to the land described herein. The County Recorder of Black Hawk County is hereby authorized to accept for recording and to record the filing of this instrument, to be a conclusive determination of the satisfactory termination of the covenants and conditions of said Agreement with respect to the construction of the Minimum Improvements.

All other provisions of the Agreement shall otherwise remain in full force and effect until termination as provided therein.

(SEAL)

THE CITY OF CEDAR FALLS, IOWA

By: \_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk

STATE OF IOWA                    )  
  ) ss:  
COUNTY OF BLACK HAWK )

This record was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Robert M. Green as Mayor, and Jacqueline Danielsen as City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for Black Hawk County, Iowa



EXHIBIT D

MINIMUM ASSESSMENT AGREEMENT

THIS MINIMUM ASSESSMENT AGREEMENT, dated as of this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and among the CITY OF CEDAR FALLS, IOWA, (the "City"), and Wayne Estates, L.L.C., an Iowa limited liability company, (the "Developer"), and the COUNTY ASSESSOR for the County of Black Hawk, State of Iowa (the "Assessor").

WITNESSETH:

WHEREAS, on or before the date hereof the City and Developer have entered into an Agreement for Private Development dated as of \_\_\_\_\_, 2022 (the "Agreement") regarding certain real property located in the City legally described as:

Lot 15 West Viking Road Industrial Park Phase IV, City of Cedar Falls, Black Hawk County, Iowa (Contains 2.14 acres more or less).

(the "Development Property"); and

WHEREAS, it is contemplated that pursuant to said Agreement, the Developer will undertake the development of the Development Property, which is within the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan; and

WHEREAS, pursuant to Section 403.6(19) of the Code of Iowa, 2021, as amended, the City and the Developer desire to establish a minimum actual taxable value for the facilities thereon to be constructed by the Developer pursuant to the Agreement (defined therein as the "Minimum Improvements"); and

WHEREAS, the City and the Assessor have reviewed the preliminary plans and specifications for the Minimum Improvements which it is contemplated will be erected.

NOW, THEREFORE, the parties to this Minimum Assessment Agreement, in consideration of the promises, covenants and agreements made by each other, do hereby agree as follows:

1. Upon substantial completion of construction of the above-referenced Minimum Improvements by the Developer, but no later than January 1, 2024, the minimum actual taxable value which shall be fixed for assessment purposes for the Minimum Improvements to be constructed on the Development Property by the Developer and the land that together comprise the Development Property, shall be not less than Two Million Three Hundred Ninety Thousand and no/100 Dollars (\$2,390,000.00) (hereafter referred to as the "Minimum Actual Value") until termination of this Minimum Assessment Agreement. The parties hereto expect that the construction of the above-referenced Minimum Improvements will be completed on or before June 1, 2023.

Nothing herein shall be deemed to waive the Developer's rights under Iowa Code Section 403.6(19) to contest that portion of any actual taxable value assignment made by the Assessor in

excess of the Minimum Actual Value established herein, or any actual taxable value assignment made by the Assessor to the Minimum Improvements or to the 2.14 acres of land, which together comprise the Development Property. In no event, however, shall the Developer seek to reduce the actual taxable value assigned below the Minimum Actual Value established herein during the term of this Agreement.

2. The Minimum Actual Value herein established shall be of no further force and effect and this Minimum Assessment Agreement shall terminate on December 31, 2034.

3. This Minimum Assessment Agreement shall be promptly recorded by the Developer with the Recorder of Black Hawk County, Iowa. The Developer shall pay all costs of recording.

4. Neither the preambles nor provisions of this Minimum Assessment Agreement are intended to, or shall be construed as, modifying the terms of the Agreement between the City and the Developer.

5. This Minimum Assessment Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties, and all holders of mortgages upon or security interests in the Development Property, including the land and the Minimum Improvements, to secure any loans with respect to the Development Property, including the land and the Minimum Improvements.

THE CITY OF CEDAR FALLS, IOWA

By: \_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

\_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk

DEVELOPER:

Wayne Estates, L.L.C.  
An Iowa limited liability company

By: \_\_\_\_\_  
Anthony Gougler, Member

STATE OF IOWA )  
 ) ss:  
COUNTY OF BLACK HAWK )

This record was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Robert M. Green as Mayor, and Jacqueline Danielsen as City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for Black Hawk County, Iowa

STATE OF IOWA )  
 ) ss:  
COUNTY OF BLACK HAWK )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Anthony Gougler, Member, Wayne Estates, L.L.C., an Iowa limited liability company.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

CERTIFICATION OF ASSESSOR

The undersigned, having reviewed the plans and specifications for the Minimum Improvements to be constructed and the market value assigned to such Minimum Improvements, and being of the opinion that the minimum market value contained in the foregoing Minimum Assessment Agreement appears reasonable, hereby certifies as follows: The undersigned Assessor, being legally responsible for the assessment of the property described in the foregoing Minimum Assessment Agreement, upon completion of Minimum Improvements to be made on it and in accordance with the Minimum Assessment Agreement, certifies that the actual taxable value assigned to such Minimum Improvements and the 2.14 acres of land on which such Minimum Improvements are to be constructed, which together comprise the Development Property, upon completion shall not be less than \$2,390,000.00, until termination of this Minimum Assessment Agreement pursuant to the terms hereof.

\_\_\_\_\_  
County Assessor for Black Hawk County, Iowa

\_\_\_\_\_  
Date

STATE OF IOWA                    )  
  ) ss.  
COUNTY OF BLACK HAWK    )

Subscribed and sworn to before me by T.J. Koenigsfeld, County Assessor for Black Hawk County, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

\_\_\_\_\_  
Date

EXHIBIT E  
FORM OF LEGAL OPINION

City of Cedar Falls  
Attn: City Clerk  
City Hall  
220 Clay Street  
Cedar Falls, Iowa 50613

RE: Agreement for Private Development by and between the City of Cedar Falls, Iowa and Wayne Estates, L.L.C., an Iowa limited liability company

City of Cedar Falls, Iowa:

As counsel for Wayne Estates, L.L.C. (the "Developer"), and in connection with the execution and delivery of a certain Development Agreement (the "Development Agreement") between the Developer and the City of Cedar Falls, Iowa (the "City") dated as of \_\_\_\_\_, 2022, we hereby render the following opinion:

We have examined the original certified copy, or copies otherwise identified to our satisfaction as being true copies, of the following:

- (a) The certificate of organization and operating agreement, together with all amendments thereto, of the Developer;
- (b) Resolutions of the members of the Developer at which action was taken with respect to the transactions covered by this opinion;
- (c) The Development Agreement;

and such other documents and records as we have deemed relevant and necessary as a basis for the opinions set forth herein.

Based on the pertinent law, the foregoing examination and such other inquiries as we have deemed appropriate, we are of the opinion that:

1. The Developer has been duly organized and is validly existing as a limited liability company under the laws of the State of Iowa and is authorized to do business in the State of Iowa. The Developer has full power and authority to execute, deliver and perform in full the Development Agreement and the Minimum Assessment Agreement; and the Development Agreement and the Minimum Assessment Agreement have been duly and validly authorized by action of the members, have been executed and delivered

by an authorized manager of the Developer and, assuming due authorization, execution and delivery by the City, are in full force and effect and are valid and legally binding instruments of the Developer enforceable in accordance with their terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

2. The execution, delivery and performance by the Developer of the Development Agreement, the Minimum Assessment Agreement, and the carrying out of the terms thereof, will not result in violation of any provision of, or in default under, the certificate of organization and operating agreement of the Developer or any indenture, mortgage, deed of trust, indebtedness, agreement, judgment, decree, order, statute, rule, regulation or restriction to which the Developer is a party or by which it or its property is bound or subject.

3. To our knowledge and after inquiry to Developer, there are no actions, suits or proceedings pending or threatened against or affecting the Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of the Developer or which in any manner raises any questions affecting the validity of the Development Agreement, the Minimum Assessment Agreement, or the Developer's ability to perform its obligations thereunder.

Very truly yours,

THE JONES LAW FIRM

By: \_\_\_\_\_

Gary N. Jones, Attorney at Law  
721 W 1<sup>st</sup> Street  
Cedar Falls, IA 50613

EXHIBIT F

MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT

WHEREAS, the CITY OF CEDAR FALLS, IOWA, a municipality (hereinafter called "City"), established pursuant to the Code of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2021 (Chapter 403 hereinafter called "Urban Renewal Act"); and Wayne Estates, L.L.C., (hereinafter called the "Developer"), an Iowa limited liability company having its principal place of business at 2303 Yorkshire Drive, Cedar Falls, IA 50613, did on or about the \_\_\_\_ day of \_\_\_\_\_, 2022, make, execute and deliver, each to the other, an Agreement for Private Development (the "Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Agreement and the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan (the "Plan"), to develop certain real property located within the City and within the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan and as more particularly described as follows:

Lot 15, West Viking Road Industrial Park Phase IV, City of Cedar Falls, Black Hawk County, Iowa (Contains 2.14 acres more or less).

(the "Development Property"), and

WHEREAS, the term of the Agreement commenced on the \_\_\_ day of \_\_\_\_\_, 2022, and terminates on the 31st day of December, 2034, with respect to the Development Property, unless otherwise terminated as set forth in the Agreement; and

WHEREAS, the Parties desire to record a Memorandum of the Agreement referring to the Development Property and their respective interests therein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. That the recording of this Memorandum of Agreement for Private Development shall serve as notice to the public that the Agreement contains provisions restricting conveyance, development and use of the Development Property and the improvements located and operated on such Development Property, and contains provisions dealing with the dollar amount of the minimum taxable value of the Development Property for general property tax purposes, and the length of time during which said minimum assessed value continues in effect, as provided for in Section 403.6(19), Code of Iowa.

2. That all of the provisions of the Agreement and any subsequent amendments thereto, if any, even though not set forth herein, are by the filing of this Memorandum of Agreement for Private Development made a part hereof by reference, and that anyone making any claim against any of said Development Property in any manner whatsoever

shall be fully advised as to all of the terms and conditions of the Agreement, and any amendments thereto, as if the same were fully set forth herein.

3. That a copy of the Agreement and any subsequent amendments thereto, if any, shall be maintained on file for public inspection during ordinary business hours in the office of the City Clerk, City Hall, Cedar Falls, Iowa.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Agreement for Private Development on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

(SEAL)

CITY OF CEDAR FALLS, IOWA

By: \_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk

Wayne Estates, L.L.C.  
an Iowa limited liability company.

By: \_\_\_\_\_  
Anthony Gougler, Member



STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This record was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Robert M. Green as Mayor, and Jacqueline Danielsen as City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for Black Hawk County, Iowa

STATE OF IOWA )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

This record was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Anthony Gougler, Member, Wayne Estates, L.L.C., an Iowa limited liability company.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

**QUIT CLAIM DEED  
Recorder's Cover Sheet**

**Preparer Information:** Kevin Rogers, 220 Clay Street, Cedar Falls, IA 50613, Phone: (319) 273-8600

**Taxpayer Information:** Wayne Estates, L.L.C., 2303 Yorkshire Drive, Cedar Falls, IA 50613

**Return Document To:** City of Cedar Falls, Iowa, 220 Clay Street, Cedar Falls, IA 50613

**Grantors:** City of Cedar Falls, Iowa

**Grantees:** Wayne Estates, L.L.C.

**Legal Description:** See Page 2

**Document or instrument number of previously recorded documents:**



### QUIT CLAIM DEED

For the consideration of One Dollar(s) and other valuable consideration, City of Cedar Falls, Iowa, a municipal corporation organized and existing under the laws of Iowa, does hereby Quit Claim to Wayne Estates, L.L.C., a limited liability company organized and existing under the laws of Iowa

all our right, title, interest, estate, claim and demand in the following described real estate in Black Hawk County, Iowa:

This deed is exempt according to Iowa Code § 428A.2(6).

Lot 15, West Viking Road Industrial Park Phase IV, City of Cedar Falls, Black Hawk County, Iowa; subject to the conditions, covenants and restrictions contained in the Unified Highway 58 Corridor Urban Renewal Plan approved by Cedar Falls City Council Resolution No. 8196 approved and adopted on November 12, 1990 (Ordinance No. 1923), amended a first time by Resolution No. 10,224 on November 13, 1995 (Ordinance No. 2122), amended a second time by Resolution No. 13,862 on November 17, 2003 (Ordinance No. 2461), amended a third time by Resolution No. 18,377 on December 10, 2012 (Ordinance No. 2785), amended a fourth time by Resolution No. 19,263 on November 3, 2014, amended a fifth time by Resolution No. 19,963 on April 18, 2016, amended a sixth time by Resolution No. 21,079 on May 7, 2018 (Ordinance No. 2923), amended a seventh time by Resolution No. 21,368 on December 17, 2018 (Ordinance No. 2953), and amended an eighth time by Resolution No. 22,205 on December 21, 2020, and further subject to restrictive covenants, ordinances and limited access provisions of record, if any, and to existing easements of record.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated: \_\_\_\_\_.

City of Cedar Falls, Iowa, an Iowa municipal corporation

By \_\_\_\_\_  
Robert M. Green and Jacqueline Danielsen,

Mayor and City Clerk

By \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

STATE OF IOWA, COUNTY OF BLACK HAWK

This record was acknowledged before me on \_\_\_\_\_,  
by Robert M. Green and Jacqueline Danielsen, as Mayor and City Clerk, of City of Cedar Falls,  
Iowa a municipal corporation.

\_\_\_\_\_  
Signature of Notary Public



## ADMINISTRATION

City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613  
Phone: 319-273-8600  
Fax: 319-273-8610  
[www.cedarfalls.com](http://www.cedarfalls.com)

## MEMORANDUM

**TO:** Honorable Mayor Robert M. Green and City Council  
**FROM:** Shane Graham, Economic Development Coordinator  
**DATE:** February 14, 2022  
**SUBJECT:** McWing, L.L.C. Economic Development Project

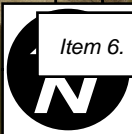
For the past several months, staff has been working with officials with McWing, L.L.C. on a new project in the West Viking Road Industrial Park, which would include the construction of four (4) new 10,000 square foot warehouse/office facilities (40,000 sf. total), on 3.0 acres of land along Capital Way, west of Production Drive. The proposed project will have a minimum building valuation of \$2,800,000 once all four buildings are complete, with a total project valuation including land of \$2,996,000.

Since the City Council set the date of public hearing on February 7, 2022, there have been some developments regarding the project that are requiring updates to the proposed Agreement for Private Development. Those updates have not been finalized as of yet, so staff would ask that the City Council continue the public hearing to the next City Council meeting on March 7, 2022, when a finalized Agreement for Private Development can be presented to City Council.

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



McWing, LLC  
 40,000 sq. ft.  
 Warehouse/Office Facilities



Venture Way

Project Location



Bossard

Ashley Furniture Distribution Center

Development Dr

Capital Way

Hawkeye Corrugated Box

Zuidberg

Production Dr

Technology Pl

Technology Pkwy

D. LaPorte

Air King



DEPARTMENT OF PUBLIC WORKS

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council
FROM: Benjamin Claypool, Civil Engineer II, PhD, EI
DATE: February 14, 2022
SUBJECT: 2022 Street Construction Project
City Project Number: RC-000-3230
Public Hearing

Submitted within for City Council approval are the Plans, Specifications, and Estimate of Costs and Quantities for the 2022 Street Construction Project. This project involves the construction of portions of six (6) city streets totaling 1.28 miles.

Table with 4 columns: Street, From, To, Type. Lists street names and their corresponding reconstruction or restoration types.

Work will include 7110 sy of pavement removal and replacement, 4156 tons of asphalt overlay, 135 lf of new concrete curb, subgrade preparation, 2219 lf of storm sewer, 27 new storm sewer intakes, 2548 lf of water main replacement, water main services, 1623 lf of new subdrain, replacement of driveway approaches and pedestrian ramps, modifications to existing storm sewer intakes, and replacement of signage and striping.

The total estimated cost for the construction of this project is \$3,180,054.40. The project will be funded by Local Option Sales Tax, Street Construction Fund, Sanitary Sewer Rental Fund, and General Obligation Bond.

The Engineering Division of the Public Works Department recommends approving the Plans, Specifications, and Estimate of Costs and Quantities for the 2022 Street Construction Project.

xc: David Wicke, PE, City Engineer
Chase Schrage, Director of Public Works

**2022 STREET CONSTRUCTION PROJECT**  
**CITY PROJECT NO. RC - 000 - 3230**  
**FINAL ESTIMATE OF COSTS**  
**AND QUANTITIES**

Item 7.

ITEM NO.	ITEM CODE	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL COST
1	2010-108-D-3	OFF-SITE TOPSOIL	C.Y.	\$25.00	673	\$16,825.00
2	2010-108-E-0	EXCAVATION, CLASS 10, ROADWAY, WASTE	C.Y.	\$15.00	2560	\$38,400.00
3	2010-108-E-0	EXCAVATION, CLASS 12, BOULDERS	C.Y.	\$30.00	10	\$300.00
4	2010-108-F-0	BELOW GRADE EXCAVATION (CORE OUT)	C.Y.	\$12.50	256	\$3,200.00
5	2010-108-G-0	SUBGRADE PREPARATION	STA.	\$250.00	18	\$4,500.00
6	2010-108-H-0	SUBGRADE TREATMENT, GEOGRID TENSAR TX-160	S.Y.	\$7.50	4607	\$34,552.50
7	2010-108-I-0	SUBBASE, MODIFIED, 6 IN.	S.Y.	\$10.00	14	\$140.00
8	2010-108-I-0	SUBBASE, MODIFIED, 12 IN.	S.Y.	\$18.00	7951	\$143,118.00
9	3010-108-D-0	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	TONS	\$28.50	2253	\$64,210.50
10	4020-108-A-1	STORM SEWER, TRENCHED, 15 IN. HDPE	L.F.	\$60.00	651	\$39,060.00
11	4020-108-A-1	STORM SEWER, TRENCHED, 15 IN. RCP, 2000D	L.F.	\$75.00	218	\$16,350.00
12	4020-108-A-1	STORM SEWER, TRENCHED, 24 IN. HDPE	L.F.	\$66.00	676	\$44,616.00
13	4020-108-A-1	STORM SEWER, TRENCHED, 30 IN. HDPE	L.F.	\$95.00	345	\$32,775.00
14	4020-108-A-1	STORM SEWER, TRENCHED, 36 IN. HDPE	L.F.	\$100.00	329	\$32,900.00
15	4020-211	SPECIAL PIPE CONNECTIONS, SW-211	EACH	\$500.00	2	\$1,000.00
16	4020-108-D-1	REMOVAL STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN.	L.F.	\$10.00	2798	\$27,980.00
17	4040-108-A-0	SUBDRAIN, PERFORATED, 6 IN.	L.F.	\$12.00	1623	\$19,476.00
18	4040-108-D-0	SUBDRAIN, OUTLET, 6 IN. C.M.P.	EACH	\$275.00	18	\$4,950.00
19	4040-108-D-0	SUBDRAIN, SUMP PUMP TAP	EACH	\$350.00	39	\$13,650.00
20	4040-108-A-0	FIELD TILE, 4 IN. TO 8 IN., FIELD REPAIR	L.F.	\$20.00	20	\$400.00
21	5010-108-A-1	WATER MAIN, TRENCHED, 4" SJ DIP (POLYETHYLENE WRAPPED)	L.F.	\$70.00	25	\$1,750.00
22	5010-108-A-1	WATER MAIN, TRENCHED, 6" SJ DIP (POLYETHYLENE WRAPPED)	L.F.	\$75.00	20	\$1,500.00
23	5010-108-A-1	WATER MAIN, TRENCHED, 8" SJ DIP (POLYETHYLENE WRAPPED)	L.F.	\$80.00	2303	\$184,240.00
24	5010-108-A-1	WATER MAIN, TRENCHED, 12" SJ DIP (POLYETHYLENE WRAPPED)	L.F.	\$90.00	100	\$9,000.00
25	5010-108-C-2	FITTINGS, DUCTILE IRON	LBS.	\$12.00	3521	\$42,252.00
26	5010-108-D-0	SERVICE SHORTSIDE, 3/4"	EACH	\$1,900.00	15	\$28,500.00
27	5010-108-D-0	SERVICE, LONGSIDE, 3/4"	EACH	\$2,750.00	19	\$52,250.00
28	5010-XX-1	MECHANICAL JOINT RESTRAINT, 4"	EACH	\$150.00	11	\$1,650.00
29	5010-XX-1	MECHANICAL JOINT RESTRAINT, 6"	EACH	\$175.00	11	\$1,925.00
30	5010-XX-1	MECHANICAL JOINT RESTRAINT, 8"	EACH	\$185.00	18	\$3,330.00
31	5010-XX-1	MECHANICAL JOINT RESTRAINT, 12"	EACH	\$200.00	12	\$2,400.00
32	5010-XX-2	JOINT RESTRAINT GASKET, 4"	EACH	\$160.00	1	\$160.00
33	5010-XX-2	JOINT RESTRAINT GASKET, 6"	EACH	\$170.00	2	\$340.00
34	5010-XX-2	JOINT RESTRAINT GASKET, 8"	EACH	\$180.00	18	\$3,240.00
35	5010-XX-2	JOINT RESTRAINT GASKET, 12"	EACH	\$190.00	5	\$950.00
36	5010-XX-3	6" NITRILE GASKETS	EACH	\$160.00	4	\$640.00
37	5010-XX-3	8" NITRILE GASKETS	EACH	\$170.00	94	\$15,980.00
38	5010-XX-3	12" NITRILE GASKETS	EACH	\$180.00	2	\$360.00
39	5020-108-A-0	VALVE, 8" MJ GATE W/ BOX	EACH	\$2,500.00	5	\$12,500.00
40	5020-108-A-0	VALVE, 12" MJ GATE W/ BOX	EACH	\$2,750.00	2	\$5,500.00
41	5020-108-C-0	FIRE HYDRANT ASSEMBLY	EACH	\$5,500.00	5	\$27,500.00
42	5020-108-E-0	VALVE BOX ADJUSTMENT	EACH	\$600.00	2	\$1,200.00
43	5020-108-C-0	FIRE HYDRANT ASSEMBLY REMOVAL	EACH	\$1,300.00	3	\$3,900.00
44	6010-108-A-0	MANHOLE, STORM SEWER, SW-401, 48" DIA.	EACH	\$4,250.00	6	\$25,500.00
45	6010-108-A-0	MANHOLE, SANITARY SEWER, SW-301, 48" DIA.	EACH	\$6,500.00	6	\$39,000.00
46	6010-108-B-0	INTAKE, SW-507	EACH	\$5,500.00	1	\$5,500.00
47	6010-108-B-0	INTAKE, SW-509	EACH	\$7,000.00	2	\$14,000.00
48	6010-108-B-0	INTAKE, SW-510	EACH	\$7,500.00	1	\$7,500.00
49	6010-108-B-0	INTAKE, TYPE B	EACH	\$3,500.00	3	\$10,500.00
50	6010-108-B-0	INTAKE, TYPE D	EACH	\$6,000.00	18	\$108,000.00
51	6010-108-B-0	INTAKE, SINGLE FLAT	EACH	\$5,000.00	1	\$5,000.00
52	6010-108-B-0	INTAKE, DOUBLE FLAT	EACH	\$5,800.00	1	\$5,800.00
53	6010-108-B-0	INTAKE, SW-507 TOP & INSERT	EACH	\$3,000.00	14	\$42,000.00
54	6010-108-B-0	INTAKE, SW-509 TOP & INSERT	EACH	\$3,250.00	2	\$6,500.00
55	6010-108-E-0	MANHOLE, ADJUSTMENT, MINOR	EACH	\$1,600.00	6	\$10,000.00
56	6010-108-F-0	MANHOLE ADJUSTMENT, MAJOR (MR. MANHOLE)	EACH	\$2,500.00	13	\$32,500.00
57	6010-108-H-0	REMOVAL OF STORM MANHOLES AND INTAKES	EACH	\$750.00	21	\$15,750.00
58	6010-108-H-0	REMOVAL OF SANITARY MANHOLES	EACH	\$1,500.00	6	\$9,000.00
59	7010-108-A-0	PAVEMENT, STAND. OR SLIP-FORM, P.C.C., 7 IN., CLASS "C"	S.Y.	\$48.00	2590	\$124,320.00
60	7010-108-A-0	PAVEMENT, STAND. OR SLIP-FORM, P.C.C., 8 IN., CLASS "C"	S.Y.	\$53.00	4520	\$239,560.00
61	7010-108-E-0	CURB, PCC 7 IN. 5.5 FT WIDTH, TYPE "C" CLASS III	L.F.	\$75.00	30	\$2,250.00
62	7010-108-E-0	CURB, PCC 7 IN. 2.0 FT WIDTH, TYPE "C" CLASS III	L.F.	\$30.50	105	\$3,202.50
63	7020-108-A-0	HMA, (ST), SURF., 1/2", PG58-28S	TON	\$140.00	2078	\$290,920.00
64	7020-108-A-0	HMA, (ST), BASE, 3/4", PG58-28S	TON	\$140.00	2078	\$290,920.00
65	7030-108-A-0	REMOVAL OF DRIVEWAY	S.Y.	\$10.00	607	\$6,065.00
66	7030-108-A-0	REMOVAL OF SIDEWALK	S.Y.	\$10.00	382	\$3,820.00
67	7030-108-E-0	SIDEWALK, P.C.C., 4 IN., CLASS "C"	S.Y.	\$50.00	287	\$14,350.00
68	7030-108-E-0	SIDEWALK, P.C.C., 6 IN., CLASS "C"	S.Y.	\$55.00	90	\$4,950.00
69	7030-108-G-0	DETECTABLE WARNINGS	S.F.	\$51.00	230	\$11,730.00
70	7030-108-H-0	DRIVEWAY, P.C.C., 6 IN., CLASS "C"	S.Y.	\$55.00	607	\$33,357.50
71	7030-108-H-2	GRANULAR SURFACING, 1-INCH ROADSTONE	TONS	\$30.00	20	\$600.00
72	7040-108-A-0	PATCH, P.C.C., FULL DEPTH, "M" MIX	S.Y.	\$300.00	24	\$7,200.00
73	7040-108-C-0	PATCH, PARTIAL DEPTH? HMA (ST) SURFACE, 1/2", PG58-28S	TONS	\$250.00	10	\$2,500.00
74	7040-108-G-0	MILLING	S.Y.	\$35.00	1363	\$47,705.00
75	7040-108-H-0	PAVEMENT REMOVAL, PCC	S.Y.	\$8.00	7110	\$56,880.00
76	7040-108-H-0	PAVEMENT REMOVAL, ACC	S.Y.	\$8.00	7110	\$56,880.00
77	7040-108-I-0	CURB AND GUTTER REMOVAL	L.F.	\$10.00	135	\$1,350.00
78	8020-108-B-0	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	STA.	\$100.00	124	\$12,364.00
79	8020-108-G-0	PAINTED SYMBOLS AND LEGENDS	EACH	\$75.00	22	\$1,650.00
80	8020-XX-1	STREET SIGNS (SIGNS, POST, & RECIEVER)	EACH	\$275.00	22	\$6,050.00
81	8030-108-A-0	TEMPORARY TRAFFIC CONTROL	L.S.	\$50,000.00	1	\$50,000.00
82	9010-108-B-0	SEEDING, FERTILIZING AND MULCHING FOR HYDRAULIC SEEDING	S.F.	\$0.40	1936	\$774.40
83	9020-108-A-0	SOD	S.F.	\$1.00	34351	\$34,351.00
84	9040-108-A-2	STORMWATER POLLUTION PREVENTION PLAN (SWPPP), MANAGEMENT	LS	\$15,000.00	1	\$15,000.00
85	9040-108-D-1A	WATTLES, 9IN. STRAW	L.F.	\$2.00	3554	\$7,108.00
86	9040-108-D-2A	WATTLES, MAINTENANCE AND REMOVAL	L.F.	\$0.50	3554	\$1,777.00
87	9040-108-T-1	INLET PROTECTION DEVICE, INSTALLATION	EACH	\$150.00	50	\$7,500.00
88	9040-108-T-2	INLET PROTECTION DEVICE, MAINTENANCE	EACH	\$50.00	50	\$2,500.00
89	11020-108-A-0	MOBILIZATION	L.S.	\$350,000.00	1	\$350,000.00
90	11050-108-A-0	CONCRETE WASHOUT	LS	\$10,000.00	1	\$10,000.00
91	11050-108-A-0	SAW AND SEAL JOINTS	LF	\$6.50	25440	\$165,360.00
92	2010-108-E-0	EXCAVATION AND DISPOSAL OF CONTAMINATED SOIL	CY	\$190.00	216	\$41,040.00
<b>TOTAL STREET RECONSTRUCTION</b>						<b>\$2,739,987.40</b>
<b>TOTAL SANITARY WORK</b>						<b>\$39,000.00</b>
<b>TOTAL WATER MAIN REPLACEMENT</b>						<b>\$401,067.00</b>
<b>TOTAL PROJECT ESTIMATE</b>						<b>\$3,180,054.40</b>



**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](http://www.cedarfalls.com)

**MEMORANDUM**  
**Engineering Division**

**TO:** Honorable Mayor Robert M. Green and City Council

**FROM:** Matthew Tolan, EI, Civil Engineer II

**DATE:** February 8, 2022

**SUBJECT:** Oak Park Sanitary Sewer Repair Project  
City Project Number: SA-002-3182  
Public Hearing

Submitted within for City Council approval are the Plans, Specifications, and Estimate of Costs and Quantities for the Oak Park Sanitary Sewer Repair Project.

This project involves the removal and replacement of approximately 750 LF of 8" sanitary sewer adjacent to Minnetonka Drive, including 284 LF of trenchless installation. The project includes manhole installation, sanitary sewer service reconnection, pavement removal and replacement, plantings, and sodding. The project will be located on City, residential, and railroad right-of-way.

The total estimated cost for the construction of this project is \$865,000.00. The City will use Sanitary Sewer Rental Funds for the design, right of way, and construction of this project.

The Engineering Division of the Public Works Department recommends approving the Plans, Specifications, and Estimate of Costs and Quantities for the Oak Park Sanitary Sewer Repair Project.

xc: David Wicke, PE, City Engineer  
Chase Schrage, Director of Public Works

## OPINION OF PROBABLE PROJECT COSTS



1/28/2022  
 OAK PARK BLVD SEWER REPLACEMENT  
 CITY OF CEDAR FALLS  
 119.0115.08

ITEM NO.	ITEM CODE	ITEM	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
1	2010-C	Clearing and Grubbing	1	LS	\$ 15,000.00	\$ 15,000.00
2	2010-D-1	Topsoil, On-site	242	CY	\$ 20.00	\$ 4,840.00
3	2010-E	Excavation, Class 13	67	CY	\$ 37.00	\$ 2,479.00
4	2010-G	Subgrade Preparation	455	SY	\$ 5.50	\$ 2,502.50
5	2010-I	Subbase, 12" Modified	69	SY	\$ 30.00	\$ 2,070.00
6	2010-J-1	Removal of Structure	4	EA	\$ 1,500.00	\$ 6,000.00
7	2010-L	Compaction Testing	1	LS	\$ 2,000.00	\$ 2,000.00
8	3010-C	Trench Foundation	59	TON	\$ 30.00	\$ 1,770.00
9	3010-D	Replacement of Unsuitable Backfill Material	103	CY	\$ 30.00	\$ 3,090.00
10	3010-F	Trench Compaction Testing	1	LS	\$ 2,000.00	\$ 2,000.00
11	4010-A-1	Sanitary Sewer Gravity Main, Trenched, PVC, SDR 26, 8"	560	LF	\$ 260.00	\$ 145,600.00
12	4010-B-2	Sanitary Sewer Gravity Main with Casing Pipe, Trenchless, PVC, SDR 26, 8"	284	LF	\$ 660.00	\$ 187,440.00
13	4010-E	Sanitary Sewer Service Stub, PVC, SDR 23.5, 4"	78	LF	\$ 100.00	\$ 7,800.00
14	4010-H	Removal of Sanitary Sewer, All Types and Sizes	714	LF	\$ 25.00	\$ 17,850.00
15	4010-I	Sanitary Sewer Cleanout	2	EA	\$ 2,500.00	\$ 5,000.00
16	4010-L	Sanitary Sewer Abandonment, Fill and Plug	49	LF	\$ 45.00	\$ 2,205.00
17	4020-A-1	Storm Sewer, Trenched, RCP, 21"	48	LF	\$ 115.00	\$ 5,520.00
18	4020-D	Removal of Storm Sewer, RCP, 21"	48	LF	\$ 40.00	\$ 1,920.00
19	4040-A	Subdrain, Type 1, 6"	20	LF	\$ 35.00	\$ 700.00
20	6010-A	Manhole, SW-301, 48"	1	EA	\$ 8,500.00	\$ 8,500.00
21	6010-A	Manhole, SW-301, 60"	3	EA	\$ 10,000.00	\$ 30,000.00
22	6010-A	Manhole, SW-303, 60"	1	EA	\$ 115,000.00	\$ 115,000.00
23	6010-C-2	External Drop Connection	2	EA	\$ 9,000.00	\$ 18,000.00
24	6010-H	Remove Manhole	4	EA	\$ 3,000.00	\$ 12,000.00
25	7010-A	Pavement, PCC, 7"	69	SY	\$ 55.00	\$ 3,795.00
26	7030-A	Removal of Sidewalk	178	SY	\$ 15.00	\$ 2,670.00
27	7030-A	Removal of Driveway	204	SY	\$ 15.00	\$ 3,060.00
28	7030-E	Sidewalk, PCC, 4"	182	SY	\$ 65.00	\$ 11,830.00
29	7030-H-1	Driveway, Paved, PCC, 6"	203	SY	\$ 80.00	\$ 16,240.00
30	7040-B	Subbase Over-excavation	143	TON	\$ 35.00	\$ 5,005.00
31	7040-H	Pavement Removal	69	SY	\$ 20.00	\$ 1,380.00
32	8030-A	Temporary Traffic Control	1	LS	\$ 2,500.00	\$ 2,500.00
33	9010-B	Hydraulic Seeding, Seeding, Fertilizing, and Mulching, Slope Mix	0.3	AC	\$ 8,500.00	\$ 2,550.00
34	9020-A	Sod	167	SQ	\$ 110.00	\$ 18,370.00
35	9030-A	Plants, Trees	5	EA	\$ 500.00	\$ 2,500.00
36	9040-A-2	SWPPP Management	1	LS	\$ 5,000.00	\$ 5,000.00
37	9040-D-1	Filter Sock, 12"	1362	LF	\$ 2.50	\$ 3,405.00
38	9040-D-2	Filter Sock, Removal	1362	LF	\$ 1.50	\$ 2,043.00
39	9040-E-0	Temporary RECP, Type 4	1000	SY	\$ 18.00	\$ 18,000.00
40	9040-O-1	Stabilized Construction Entrance	133	SY	\$ 9.50	\$ 1,263.50
41	9040-T-1	Inlet Protection Device, Filter Sock	2	EA	\$ 500.00	\$ 1,000.00
42	9040-T-2	Inlet Protection Device, Maintenance	2	EA	\$ 500.00	\$ 1,000.00
43	11,020-A	Mobilization	1	LS	\$ 100,000.00	\$ 100,000.00
44	11,030-A	Maintenance of Postal Service	1	LS	\$ 5,000.00	\$ 5,000.00
45	11,030-B	Maintenance of Solid Waste Collection	1	LS	\$ 5,000.00	\$ 5,000.00
46	11,040-A	Temporary Pedestrian Residential Access	176	SY	\$ 15.00	\$ 2,640.00
47	11,050-A	Concrete Washout	1	LS	\$ 1,800.00	\$ 1,800.00
48	0000-999-A	Railroad Requirements	1	LS	\$ 50,000.00	\$ 50,000.00
					<b>TOTAL (ROUNDED):</b>	<b>\$ 865,000.00</b>



## DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

**MEMORANDUM**  
Human Resources Division

**TO:** Mayor Green and City Council Members  
**FROM:** Brenda Balvanz, Human Rights Commission Staff Liaison  
**DATE:** January 27, 2022  
**SUBJECT:** Human Rights Commission Ordinance Amendment

Please review the e-mail below from the 2021 Chairperson of the Human Rights Commission and attached ordinance amendment to be approved at the February 7, 2022 City Council meeting:

This email is to officially request an increase in members from 9 to 11 members for the Cedar Falls Human Rights Commission. The commission previously had 11 members. A change was made last January (2021) when there were a lot of changes going on with the direction and mission of the CFHRC. We are now more organized in our committees and tasks and we feel strongly that having two more members would help us accomplish our goals. We would also like to make sure we have an accurate representation of race, ethnicity, sexual orientation, and gender that truly reflects Cedar Falls. We have had two meetings where there was not a quorum and so nothing got decided at the meeting. Please take this request into serious consideration with the city council. We appreciate your support. If you need anything else, please let us know. Thank you for your time.

Susan Langan  
CFHRC Past Chair

Prepared by: Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, IA 50613, (319)273-8600

## ORDINANCE NO. 3005

**AN ORDINANCE REPEALING SECTION 12-2, HUMAN RIGHTS COMMISSION; MEMBERSHIP; APPOINTMENT OF MEMBERS; TERM OF OFFICE; AND QUALIFICATIONS, OF ARTICLE I, HUMAN RIGHTS COMMISSION, OF CHAPTER 12, HUMAN RELATIONS, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, AND ENACTING IN LIEU THEREOF A NEW SECTION 12-2 WITH THE SAME TITLE, INCREASING MEMBERSHIP FROM NINE TO ELEVEN.**

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

*Section 1.* Section 12-2, Human Rights Commission; Membership; Appointment of Members; Term of Office; and Qualifications, of Article I, Human Rights Commission, of Chapter 12, Human Relations, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 12-2, Human Rights Commission; Membership; Appointment of Members; Term of Office; and Qualifications, is enacted in lieu thereof, as follows:

#### **Sec. 12-2. - Human Rights Commission; membership; appointment of members; term of office; and qualifications.**

(a) The city human rights commission shall consist of ~~eleven~~<sup>nine</sup> members, appointed by the mayor with the advice and consent of the city council. Appointees subsequent to the initial appointees shall serve for a term of three years, and thereafter until a successor has been appointed. Vacancies shall be filled within 60 days for the remainder of an unexpired term. Appointments shall take into consideration the various racial, religious, economic, cultural, sex, sexual orientation, gender identity, age, physical disability and social groups in the city.

(b) In so far as reasonably practicable, appointees for membership on the commission shall be residents of the city, or, if that is not reasonably practicable, shall have a place of employment in the city. Appointees who are neither residents of the city nor who have a place of employment in the city may be eligible for appointment to the commission upon a finding of the unavailability of qualified applicants, as determined by the mayor. Any person who is a member of the commission on the date of adoption of the ordinance from which this article is derived who does not meet the

qualifications for membership set forth herein shall continue to be eligible to serve as a member of the commission until both the expiration of his current term and the member's non-reappointment by the mayor to an additional term.

INTRODUCED: \_\_\_\_\_ February 7, 2022

PASSED 1<sup>ST</sup> CONSIDERATION: \_\_\_\_\_ February 7, 2022

PASSED 2<sup>ND</sup> CONSIDERATION: \_\_\_\_\_

PASSED 3<sup>RD</sup> CONSIDERATION: \_\_\_\_\_

ADOPTED: \_\_\_\_\_

\_\_\_\_\_  
Robert M. Green, Mayor

**ATTEST:**

\_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk



**MAYOR ROBERT M. GREEN**  
**CITY OF CEDAR FALLS, IOWA**  
220 CLAY STREET  
CEDAR FALLS, IOWA 50613  
PHONE 319-273-8600  
FAX 319-268-5126  
www.cedarfalls.com

**FROM:** Mayor Robert M. Green  
**TO:** City Council  
**DATE:** February 2, 2022  
**SUBJECT:** Board of Adjustment Appointment – Ms. Ruby Hibben  
**REF:** Code of Ordinances, City of Cedar Falls §26-59: Board of Adjustment

1. In accordance with the candidacy and qualification requirements of reference (a), I hereby nominate Ms. Ruby Hibben for appointment to the Board of Adjustment for a five-year term ending on March 31, 2026. This seat vacated last year, but required additional time for qualified applicants.
2. Please contact me with any questions about this candidate. I also wish to thank the selection committee for their excellent work in candidate reviews and interviews.

Encl: (1) Ms. Ruby Hibben – General Application and Candidate Questionnaire

Xc: City Administrator  
Director, Community Development

###



## BOARD OF ADJUSTMENT CANDIDATE QUESTIONNAIRE

Item 10.

Name: Ruby Hibben

Date: January 23, 2022

Can you attend board meetings which occur the 3<sup>rd</sup> Tuesday of the month at 7pm at the City Hall?  Yes  No

**1. What do you believe is the purpose and value of the Board of Adjustment?**

The purpose of the Board of Adjustment is to review variance requests for the City of Cedar Falls and in certain cases, authorize variance requests as long as the terms of the ordinance are not contrary to the public interest.

**2. What purpose and value do Zoning Ordinances provide?**

Zoning Ordinances establish areas/districts where similar land uses are grouped together and governed by a common set of standards. Zoning ordinances are valuable in a community for many reasons: safety, way-finding, consideration of neighbors, aesthetics, and to comply with future planning and visioning of the city as a whole.

**3. What concerns or reservations are necessary when making a judgment on a resident request to deviate from the existing city ordinances?**

Initially, there are four criteria that must be met in order to authorize a variance. Further, variance applications must make sense not only to the land owner, but to the land-owning neighbors and those involved in city planning. There are the official regulations, and then there are humanitarian considerations. Both must make good sense in order to authorize a variance.

**4. What experiences have you had in telling people they cannot do what they want?**

In my professional life, I consult and guide clients, sometimes in ways contrary to their initial plans for the betterment of their organization. Additionally, I guide internal teams on client's wishes. Both avenues have proven to be telling people they cannot do what they want using direct communication. Within the BOA, there are rules to be upheld and criteria to be met, and at times, more rules can make this decision very clear.

**5. What changes would you like to see in the City's enforcement of the Zoning Ordinance?**

I believe in the democratic process and in the leadership of the City to ensure the enforcement process in place is fair and equitable.

**6. What do you see as your role on the Board of Adjustment?**

My role on the Board of Adjustment is to be a public servant to my neighbors, ensuring zoning ordinances are followed and the humanitarian side of the issue is considered where applicable.

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**Please send this completed Candidate Questionnaire by the published deadline to:**

City of Cedar Falls, Boards & Commissions, 220 Clay Street, Cedar Falls, IA 50613, fax to (319) 268-5126, or e-mail to [boards@cedarfalls.com](mailto:boards@cedarfalls.com). You will be notified shortly if selected as a Finalist for the appointment.



### GENERAL APPLICATION FOR APPOINTMENT TO CITY BOARDS & COMMISSIONS

Thank you for your interest in volunteer civic service. Complete all sections of this application; please contact City Hall at (319) 273-8600 with questions. The City of Cedar Falls is committed to providing equal opportunity for citizen involvement.

Name: **Ruby** **M** **Hibben** Gender: **F** Date: **1/25/2022**  
First MI Last

Home Address: ..... Home Phone: .....

Work Address: ..... Work Phone: .....

E-mail Address: ..... Cell Phone: .....

Employer: **AMPERAGE Marketing & Fundraising** Position/Occupation: **Senior Account Manager**

If Cedar Falls resident, length of residency: **33 years** City Ward: **4**  I have a LinkedIn Profile

**DESIRED NOMINATIONS:** Check or fill in boxes for all that apply; view detailed descriptions at <https://bit.ly/cf-boards>

- Art and Culture Board
- Board of Adjustment
- Board of Appeals
- Board of Electric Examiners & Appeals
- Board of Mechanical Examiners & Appeals
- Board of Plumbing Examiners & Appeals
- Board of Rental Housing Appeals
- Civil Service Commission
- Community Center & Senior Services Board
- Health Trust Fund Board
- Historic Preservation Commission
- Housing Commission
- Human Rights Commission
- Library Board of Trustees
- Parks & Recreation Commission
- Planning & Zoning Commission
- Utilities Board of Trustees
- Visitors & Tourism Board

**COMMUNITY INVOLVEMENT:** Please describe past and present involvement in the community, including voluntary, social, city, religious, school, business and professional (include dates and offices held, if applicable).

**My community involvement life is just beginning, but I'm a life-long Cedar Falls resident and I love my city. I am also a member of the 2021-22 Cedar Valley Leadership Institute class. I am looking forward to contributing to a positive community influence.**

**QUALIFICATIONS:** Please list any special qualifications for board service, including skills, training and certifications.

**My profession almost exclusively depends on group-based projects and board-based decisions. I understand board process and the need to work collaboratively for the greater good.**

**MOTIVATION:** Why do you desire to serve on city boards and commissions, and what contributions do you believe you can make?

**I believe I can make a positive impact on anyone and within any project. Applying to the Board of Adjustment is an important start to my contribution as a public servant and a Cedar Falls resident.**

**POTENTIAL CONFLICTS OF INTEREST:** Please list organizations and relationships which could pose a potential conflict of interest during your service on a city board or commission. Civic leaders are expected to have many ties to community organizations and people; this listing does not preclude appointment but is intended to provide transparency and accountability for board service.

**In my role at AMPERAGE, I've worked extensively with Grow Cedar Valley, especially in their rebranding efforts. I also work with the Cedar Falls Economic Development Corporation for marketing and branding items.**





**MAYOR ROBERT M. GREEN**

**CITY OF CEDAR FALLS, IOWA**

220 CLAY STREET  
CEDAR FALLS, IOWA 50613  
PHONE 319-273-8600  
FAX 319-268-5126  
www.cedarfalls.com

Item 10.

**FROM:** Mayor Robert M. Green

**TO:** City Council

**DATE:** February 15, 2022

**SUBJECT:** Historic Preservation Commission Reappointment

**REF:** (a) Code of Ordinances, City of Cedar Falls §2-343: Historic Preservation Commission

1. In accordance with the candidacy and qualification requirements of reference (a), I hereby nominate Mr. Michael Mahncke for re-appointment to the Historic Preservation Commission for a term ending on March 31, 2025.
2. Please contact me with any questions about this reappointment.

###

## CITY COUNCIL WORK SESSION

Cedar Falls Council Chambers

February 7, 2022

The City Council held a special work session at City Hall at 5:10 p.m. on February 7, 2022, with the following persons in attendance: Mayor Rob Green, Gil Schultz, Susan deBuhr, Daryl Kruse, Simon Harding, Dustin Ganfield, Dave Sires, and Kelly Dunn. Staff members attended from all City Departments. Members of the community attended the meeting and teleconferenced in.

Mayor Green introduced the only item on the agenda, Downtown Zoning Changes. Mayor Green introduced Director of Community Development Stephanie Sheetz. Ms. Sheetz stated there is one new item for referral: the process to repeal and replace Downtown Character District regulations; and previous items referred: missing middle housing; accessory dwelling units; use of vinyl siding; Planning and Zoning Commission (P&Z) review of site plans; and private parking requirements, including shared parking, which has been forwarded to by Council to P&Z for review. Ms. Sheetz explained the steps to repeal and replace the Downtown Character District: the first step would be to repeal the Imagine Downtown Vision Plan; then to repeal the Downtown Character District; lastly to rezone back to the previous zoning designations. Ms. Sheetz referenced a slide containing data requested at the previous City Council Work Session about a petition signed by downtown property owners; there were 25 signatures (one was retracted) representing 72 properties. Mayor Green stated that meeting should be in two parts: first consider the repeal of Downtown Character Districts because if consensus is reached on repeal, consideration of other revisions is unnecessary. Councilmember Dunn stated the petition referenced was regarding parking, and was a very small number of the overall property owners. Councilmember Harding stated he was not in favor of repealing, but supports amendments to compromise and move forward. Councilmember deBuhr asked why new legal descriptions of the old zones would be needed; Ms. Sheetz responded the descriptions are from the 1970's and would need to be updated. Councilmember Kruse expressed concern regarding the proposed row homes, stating key components of the new code need to be reviewed, and concern with the lack of P&Z oversight. Councilmember Sires stated he wanted to repeal and replace the current zoning and return to the previous zoning. Councilmember deBuhr stated the area for the Downtown Character District is too large, and stated concern the district will be used for other areas of the City. Councilmember Dunn stated that each area of the City will have its own district(s) and what is happening in Downtown won't necessarily be reflected in other parts. Councilmember Harding stated the concerns shared about parking Council has been willing to address but he does not agree with repealing. Councilmember Ganfield stated willingness to amend the code but not repeal it; Councilmember Shultz agreed. Mayor Green requested consensus on repealing the Downtown Character District; consensus was not reached. Mayor Green moved to the second portion of the meeting's referred items. Ms. Sheetz stated that shared parking and the parking ratio concern has already been referred by Council to P&Z for review; the remaining items are: missing middle housing; accessory dwelling units; the use of vinyl siding; and the role of P&Z. Mayor Green requested

clarification on the role of P&Z going forward; he stated understanding that the process had been removed because guidance would be clear, but cited concerns heard about a lack of elected and appointed official oversight. Councilmember Harding stated there is a checklist that follows the ordinance for developers to complete; Councilmember Kruse stated that developers will try to push the boundaries and public oversight is needed; Councilmember Dunn stated if that's happening, then they aren't meeting the ordinance/checklist. Councilmember Kruse stated the old code utilized a checklist; Councilmember Dunn stated it was vague and confusing, thus the new code and checklist. Councilmember deBuhr questioned if any cases go through P&Z without changes; Ms. Sheetz stated changes occur along the way, and noted a particular area of debate for the old code was ambiguous height regulations. Councilmember deBuhr asked if review was beneficial; Ms. Sheetz responded that there were different opinions at different stages; Councilmember Dunn stated the debate was because the regulations weren't clear before, and now they are, eliminating the need for review. Mayor Green asked if Council wanted to add P&Z back into the approval process; Councilmember deBuhr asked if P&Z discussed not being part of the review process; downtown; Planning and Community Services Manager Karen Howard stated P&Z discussed and decided to leave P&Z out, and noted that this discussion was outlined in the decision matrix presented to Council. Mayor requested consensus on adding P&Z back for the review process; consensus was reached. Ms. Sheetz requested clarification on what Council would like P&Z to review. Councilmember deBuhr asked if the area to require review could be reduced. Mayor Green stated that additional referral items (missing middle housing, accessory dwelling units, and vinyl siding use) will be discussed at a future Work Session.

There being no further discussion, Mayor Green adjourned the meeting at 6:00 p.m.

Minutes by Katie Terhune, Administrative Assistant

**COMMITTEE OF THE WHOLE**  
City Hall – Council Chambers  
February 7, 2022

The Committee of the Whole met at City Hall at 6:20 p.m. on February 7, 2022, with the following Committee persons in attendance: Mayor Robert Green and Councilmembers Susan deBuhr, Kelly Dunn, Dustin Ganfield, Simon Harding, Daryl Kruse, Gil Schultz and Dave Sires. Staff members from all City Departments and members of the community attended in person and teleconferenced in.

Mayor Green called the meeting to order and introduced the first item on the agenda, Board of Adjustment Interview-Ruby Hibben. Ms. Hibben stated she's a Senior Account Manager with AMPERAGE Marketing & Fundraising and has been a Cedar Falls resident most of her life and looks forward to servicing her community.

Mayor Green moved to the second item on the agenda, FY23 Budget Presentation and introduced Jennifer Rodenbeck, Director of Finance & Business Operations. Ms. Rodenbeck gave an overview of the budget process: October/November, departments submit budget requests to finance; November/December, City Council holds goal setting that outlines budget goals; December, TIF certification; January, CIP approved & Black Hawk County certifies valuation & Finance revenues; February/March, Public Hearing on Maximum Levy. Ms. Rodenbeck stated that 2 years ago a new budget process was implemented that included a March 31 deadline and if an increase of more than 2% a supermajority vote is needed to pass the Max Levy resolution. Ms. Rodenbeck stated the following FY23 budget challenges include residential rollback decreasing, multi-residential phase out, backfill phasing out, project costs, high personnel costs & wage settlements, health insurance fund, technology costs, and insurance costs. Ms. Rodenbeck explained that valuations are set by the County and the rollback is set by the State. Ms. Rodenbeck stated FY18-FY22 budgets have not included the backfill revenue since it was not a guarantee, but if received it was used for a one-time capital project. Ms. Rodenbeck explained the FY22 tax rate of \$11.38 & FY23 \$11.67 tax rate; this will be a 29 cent increase (the tax rate tends to increase/decrease along with the rollback changes). Ms. Rodenbeck showed amongst 20 of the largest cities in Iowa that Cedar Falls has the 7<sup>th</sup> lowest property tax rate. Ms. Rodenbeck explained the Maximum Levy shows an increase of 6.33%, but when factoring rollback and tax rate the actual change in taxes paid are 4.65% for residential. Other budget factors that were discussed included: continue to set aside capital replacement funds in the general fund, \$.27 of emergency levy was not utilized, all projects in the FY23 column of the CIP were incorporated into the FY23 budget, did not pay for any portion of debt service out of the \$8.10 levy, and the EMA levy for emergency management costs and consolidated dispatch costs were used. Ms. Rodenbeck explained that salary increases will be between 3%-5% in accordance with the union agreement, additional funds for City's health insurance contribution is budgeted, new positions were incorporated per goal setting, IPERS remained the same, and the 411 Pension decreased. Hotel/Motel tax has been budgeted back to "normal"; this supports our parks, cultural and tourism, and does impact outside agency funding. Ms. Rodenbeck outlined the 6 outside agencies funded in FY23. The budget summary is as follows: property tax increase for residential of 4.65%; property tax increase for commercial/industrial of 2.55%; property tax decrease for multi-residential properties of 3.15%. Ms. Rodenbeck explained the challenges going forward: backfill will continue to be phased out, continue to watch revenue impacts due to COVID, health insurance & personnel costs, and continue to watch our growth in expenses compared to revenue. Looking forward the City has saved up capital replacement funds for capital projects, continues to save the TIF release for future economic development and CFU has committed to a financial partnership with the City. Ms. Rodenbeck suggested City Council motion to set the Maximum Tax Levy. Mayor opened

for questions from Council. Ms. Rodenbeck explained that Councilmembers can make adjustments to the budget; it can't go above the set maximum levy rate of 6.33% but it can be reduced. Ms. Rodenbeck explained CIP items in the FY23 column and noted general revenue (GR) dollar items can be removed to reduce the budget and would have an effect on the property tax levy. Councilmember Kruse asked about clarification on item 56 (Housing needs assessment-\$35,000). Ms. Rodenbeck stated the housing needs assessment was recommended by the Racial Equity Task Force Committee. Director Sheetz stated the committee identified needing to support and expand opportunities, particularly for workforce housing, low/moderate income families. This assessment is a requirement for a State program that is available to help support this particular housing. Councilmember deBuhr asked if items #56 & #59 are removed what is the impact on the tax rate. Ms. Rodenbeck stated it would be a decrease to the tax payer. Councilmember Schultz stated citizens are inquiring of adding a restroom facility to Veteran's Memorial Park. Mayor Green asked for a motion to set the Maximum Levy rate of \$10.92 or tax levy of \$22,543,328, with a total rate of \$11.67. Motioned by Councilmember deBuhr. Seconded by Councilmember Kruse. Motion passed.

There being no further discussion, Mayor Green adjourned the meeting at 6:57 p.m.

Minutes by Kim Kerr, Administrative Supervisor

**CIVIL SERVICE COMMISSION**  
City of Cedar Falls  
CEDAR FALLS, IOWA

February 16, 2022

Honorable Mayor Green and City Council  
City Hall, 220 Clay Street  
Cedar Falls, IA 50613

Mayor Green and City Council Members:

The Civil Service Commission of the City of Cedar Falls, Iowa authorized administration of a testing process and instruments for the position of Public Safety Officer. Listed below are the names of the top ranked candidates with their combined weighted average test scores, applicable Veteran's Preference scores, and total combined average scores with preference, as applicable. Tied percentages are presented in alphabetical order by applicant name, if applicable.

<b>Rank</b>	<b>Name</b>	<b>Combined Averaged Score</b>	<b>Veteran's Preference Points</b>	<b>Total Combined Averaged Score</b>
1	Jeremy Berryman	495	31	526
2	Kyle Janikowski	487		487
3	Dylan Scharnau	454		454
4	Ashley Luck	445		445

Respectfully Submitted,

  
Paul Lee, Commission Chairperson

  
Crystal Ford, Commissioner

  
Cathy Showalter, Commissioner

Orig: Jacque Danielsen, City Clerk

Cc: Civil Service Records,  
Craig Berte, Assistant Director of Public Safety/Police Chief



**DEPARTMENT OF PUBLIC SAFETY SERVICES**

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

319-273-8612

**MEMORANDUM**

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**To:** Mayor Green and City Councilmembers  
**From:** Jeff Olson, Public Safety Services Director  
Craig Berte, Police Chief  
**Date:** February 14, 2022  
**Re:** Beer/Liquor License Applications

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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) Panther Lounge, 210 East 18th Street, Class C liquor - renewal.
- b) River Place Plaza, 200 East 2nd Street – Plaza, Special Class C liquor & outdoor service – 8-month permit with exceptions. (see attached)


**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  
**Date:** February 8, 2022  
**Re:** 2<sup>nd</sup> and State Plaza Liquor License

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City Staff has received a liquor license request for the Plaza located at 2<sup>nd</sup> and State Streets. The request is for an outdoor license at the Plaza. City Staff met at the site in 2020 and reviewed the request with the property owner during construction of the Plaza and found their request to be reasonable. The request was approved for a previous year and events held with no issues.

The request does warrant two exemptions which are allowed by ordinance with Council approval, 5-68. City Ordinance 5-67(3) states "outdoor service areas shall be screened on all sides from public view". Fencing is necessary in this scenario but a screening that restricts public view is not necessary. We have other examples in the City where this type of fencing is not required such as Sturgis Fall and Live to 9.

City Ordinance 5-67(9) states that no amplified sound is permitted outdoors. Low volume music however, does not disturb others and is often enjoyed and appreciated, such as what occurs at the Band Shell in Overman Park. I recommend that the Plaza be allowed to play low volume music with no special permit, however any amplified music that is louder or music being played by a band require a noise permit.

I am recommending approval of the liquor license request with exemptions being granted to City Ordinances 5-67(3) and 5-67(9).



**Amy Eggleston**

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**Subject:** FW: Application App-153895 Pending Dramshop Review

**From:** Deanna Nelson  
**Sent:** Monday, January 31, 2022 3:29 PM  
**To:** Amy Eggleston  
**Subject:** Re: Application App-153895 Pending Dramshop Review

**CAUTION:** This email originated outside the City of Cedar Falls email system.  
Do not click links or open attachments unless you recognize the sender and know the content is safe.

Exemption Request for River Place Plaza Liquor License

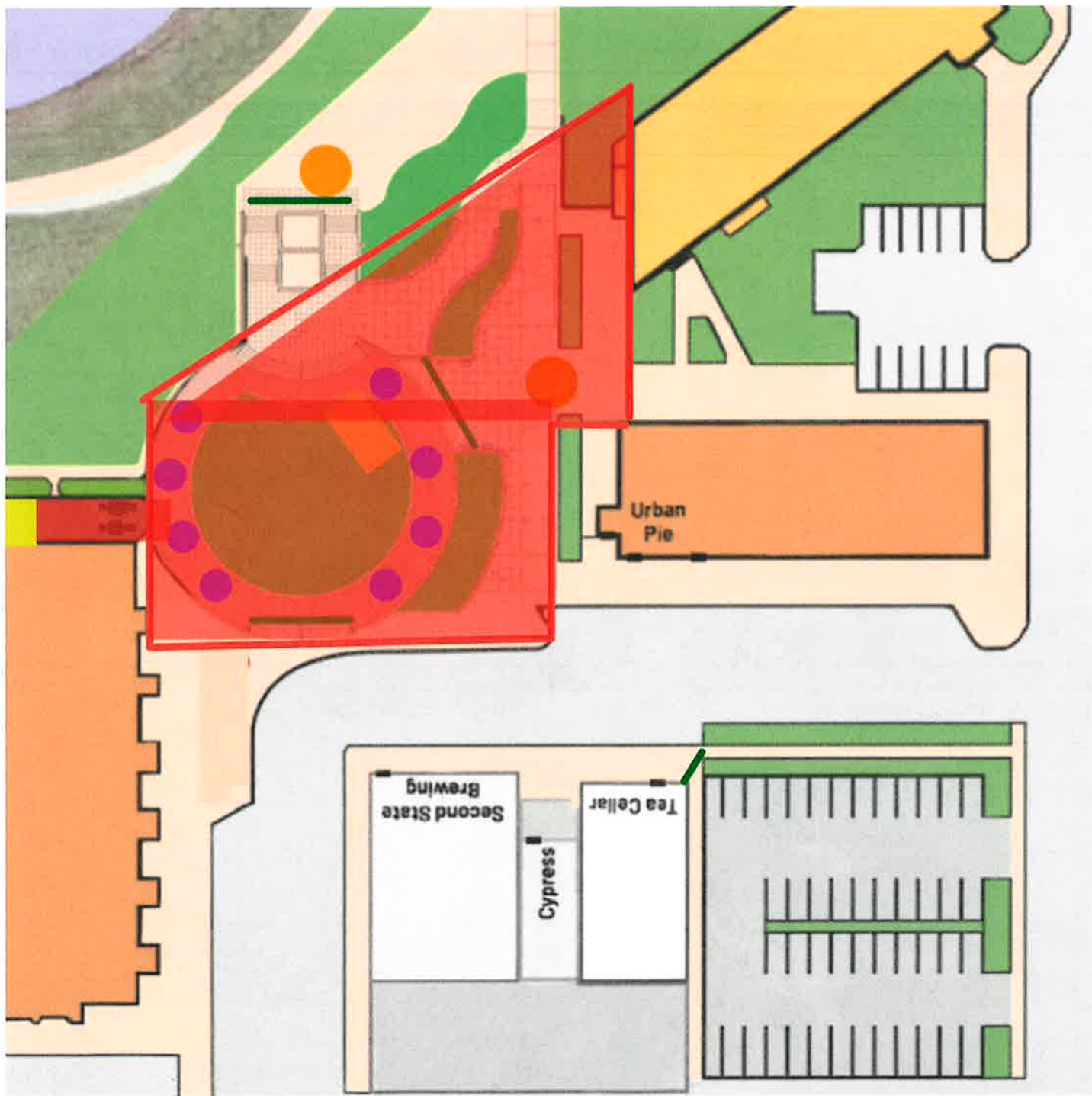
I am requesting exemptions from the attached Local Outdoor Service Regulations from the City of Cedar Falls. I request exemption from section 5-67 (3),(4) and (9).

a. (3) & (4). The circular part of the plaza is designed with clear boundaries, we would put signage up when alcohol is being served at the exits of the premise that alcohol is not allowed beyond this point. There are distinct entrance and exits to the plaza with railing and flower beds creating a strong boundary.

b. (9). We will be having live music on the outdoor stage at times. We will apply for noise ordinance permits if amplified sound is needed for an event.

Thanks Amy, let me know if any more explanation is needed!

Deanna Nelson  
Director of Hospitality  
Eagle View Hospitality  
115 Main Street  
Cedar Falls, IA 50613



Premise Boundary approx. 25,000 sq. ft...

Picnic Tables



## DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

## MEMORANDUM

Legal Services Division

**TO:** Mayor Green, City Council  
**FROM:** Kevin Rogers, City Attorney; Bailey Schindel, HR Manager  
**DATE:** February 14, 2022  
**SUBJECT:** Personnel Policy Changes

Attached to this Memorandum please find proposed changes to Personnel Policies 309, Severance Pay; 503, Holidays; 506 Vacations; and 704 Leaves of Absence. Also attached is a proposed new Personnel Policy 221, Telework, and associated Telework Agreement form. This memorandum will serve to generally explain the proposed changes. Reference to the policies themselves is recommended for review of specific language. The changes are presented in red line form for ease of review.

### Personnel Policy 309, Severance Pay.

This change simply clarifies that earned but unused severance benefits shall be paid to the employee or former employee's estate in the case of death.

### Personnel Policy 503, Holidays.

The first proposed change relates to the language used to identify the Good Friday and Christmas Day holidays. These holidays are renamed "Spring Holiday" and "December 25" to take the reference to a particular faith based celebration out of the policy. Also with respect to the December 25 holiday, clarification is made regarding various scenarios surrounding December 24 and December 25. Currently employees already receive two days off for the Christmas holiday four years out of every seven. This change would result in two days off for the Christmas holiday every year, meaning an extra day off over current policy three years out of seven. This change also simplifies for employees which days are paid holidays around Christmas time.

The other change clarifies the limit to the number of consecutive days off an employee may take when combining holidays with other paid benefit days, such as vacation. This question had come up recently and the policy was not clear. The maximum combined days off work when combining holidays with other paid benefit days would be 16 consecutive calendar days for non-shift employees, 21 consecutive calendar days for 6-3 shift employees, and 22 consecutive calendar days for 24 hour shift employees.

### Personnel Policy 506, Vacations.

The proposed change clarifies that vacation requests for more than two consecutive work weeks must be approved by the Department Director. The obvious corollary is that vacation requests of less than two consecutive work weeks need only have supervisor approval.

### Personnel Policy 704, Leaves of Absence.

While it may appear that the proposed changes are extensive, actually the changes are meant to better conform the language of the policy to current FMLA law, and also to eliminate the Appendix to the policy that purported to be a recitation of FMLA law. FMLA law does change from time to time and the Appendix had not been updated to keep pace with those changes. There is no legal requirement for this recitation so it was decided to eliminate the Appendix. Obviously the City is still bound by current FMLA law whether or not it is recited in the policy.

Most of the balance of the changes reflects reorganization of the policy format for ease of understanding.

There are a few substantive changes, however, and those are explained as follows.

- Defines the minimum length of FMLA leave as 15 minutes. The law requires that the minimum increment of FMLA leave must match the lowest increment for any other type of leave, which is 15 minutes.
- Clarifies the policy to reflect that fringe benefits continue to accrue during paid leave, but if unpaid leave exceeds thirty consecutive calendar days, fringe benefits do not accrue during the leave. Also, if the employee is on an intermittent leave or a reduced work schedule of less than 32 hours per week, accrual of fringe benefits will be prorated.
- Eliminates the requirement of six months of employment before bereavement leave may be taken. This requirement was felt to be unnecessarily callous.
- Clarifies current practice of when a holiday will be designated as FMLA leave.

#### Personnel Policy 221, Telework.

This new policy was created in response to the pandemic when many City employees were working from home as well as to recognize that in certain circumstances, remote work may be a viable option for City employees. Remote work on a long term basis is something that current City employees have inquired about as have prospective employees. This option, with appropriate controls in place, is thought to help attract and retain employees without sacrificing productivity.

The highlights of the proposed new policy include maintaining absolute discretion by management in approving telework arrangements; completion of an agreement (also attached), violation of which could result in discipline up to and including termination of employment; dealing with necessary City equipment for telework; mandating security; and providing for termination of the arrangement.

Staff recommends approval of these Personnel policy changes.

Please feel free to contact either one of us if you have any questions.

## 309: SEVERANCE PAY

### Policy:

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

### Comment:

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

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

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

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

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

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

(4) A “day” of unused sick leave for less than 8-hour work day employees is equal to the hours normally worked for purposes of this policy.

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

(6) Employees hired after July 1, 1989 are not eligible for any sick leave severance benefits to be paid to them in cash. However, effective July 1, 2004, employees hired after July 1, 1989 who are non-union, and who have given timely written notice of resignation or retirement in accordance with **213: Termination of Employment** and **214: Retirement**, shall

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be eligible to use any sick leave accruals remaining after application of the formula set forth in Comment #2 for future medical insurance premiums for the employee and, if eligible, the employee's spouse and/or children. For purposes of this policy the term "medical insurance" shall include group health and prescription coverage, but not dental, vision, or any other coverage. Also for purposes of this policy, initial and continued eligibility for payment of future medical insurance premiums for the employee's spouse and children is determined in the same way as eligibility for coverage is determined according to the terms of the City's group medical insurance policy in effect at the time eligibility is being determined. Any payments for medical insurance premiums shall be made in accordance with any IRS publications and regulations in effect at the time of the employee's severance. Any payments or reimbursements shall be made in accordance with the Accounting Policies and Procedures of the Financial Services Division.

(7) Part-time employees shall be eligible for sick leave severance calculated in accordance with the formula set forth in Paragraph 2 above, but such eligible part-time employees shall be paid for remaining sick leave in a lump sum cash payment, and not payment for medical insurance premiums.

(8) Any sick leave casual day that was earned within one year of termination shall be forfeited upon termination. Employees are not eligible for any sick leave casual day benefits effective July 1, 2004.

(9) Employees who have completed the probationary period shall receive their accrued vacation time benefits on the basis of the number of days accrued on a pro-rata basis of time worked during the fiscal year. However, new employees will not receive accrued vacation benefits if they leave City employment prior to their one-year anniversary. (See **506: Vacations**)

(10) Employees who have completed the probationary period shall receive any accrued floating holiday pay on the basis of the number of days accrued on a pro-rata basis of time worked during the fiscal year.

(11) Non-exempt employees shall receive compensation for any unused, accrued compensatory time.

(12) Any benefit time off which is used in excess of that which is earned or accrued at the time of termination shall be paid back to the City by deduction from the final paycheck or will be billed to the terminating employee and shall be paid back to the City no later than 10 days from receipt of final paycheck.

(13) All severance benefits of an eligible employee or former employee that have been earned but not used at the time of the employee or former employee's death shall be paid~~who dies while employed with the City, will be paid to the employee's spouse, or if so directed by the employee in writing to the Financial Services Division,~~ to the employee's estate.

(14) Employees may elect to split their severance payment between two tax years or

have it held in escrow for payment of benefits as allowed by Federal law and in accordance with any plans which may be implemented by the City.

(15) Benefit plan termination options will be discussed with the Financial Services Division during the employee's pre-departure meeting.

(16) Employees may receive a severance estimate once per calendar year upon request to the Financial Services Division.

(17) Employees whose status changes from part-time to full-time shall be credited with the sick days earned while part-time. Employees whose status changes from full-time to part-time shall be paid in a lump sum under the formula in Paragraph 2 above if eligible, and such payment shall include sick days earned while working full-time. Employees whose status changes from union member to non-union member shall be credited with sick days earned while a union member.

(18) Employees shall be required to show reasonable proof of medical insurance as required by the Financial Services Division in order to be reimbursed.

Amended 3/22/04  
6/1/15  
7/18/16  
3/1/19  
1/6/20

## 503: HOLIDAYS

### Policy:

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

### Comment:

- (1) The schedule of holidays the City will observe during each calendar year will be:
  - (a) New Year's Day;
  - (b) Spring Holiday~~Good Friday (same day as traditional Good Friday)~~;
  - (c) Memorial Day;
  - (d) Independence Day (July 4);
  - (e) Labor Day;
  - (f) Thanksgiving Day;
  - (g) Friday after Thanksgiving Day;
  - (h) December 25~~Christmas Day~~;
  - (i) When December 25~~Christmas Day~~ falls on a Saturday, December 24 and December 26 will be observed as holidays. When December 25 falls on a Sunday, December 23 and December 26 will be observed as holidays. When December 25 falls on a Tuesday, Wednesday, Thursday or Friday, ~~Christmas Eve (December 24)~~ will also be observed as a holiday. When December 25~~Christmas Day~~ falls on a Monday, December 22~~Thursday the following Friday (December 26)~~ will also be observed as a holiday, and;
  - (j) Three (3) Floating Holidays (see Comment #9 for eligibility, pro-rating and usage).

(2) Full-time employees are eligible to receive their regular rate of pay for each holiday. Part-time employees working on a consistent year-round basis are eligible to receive holiday pay only for holidays outlined in Comments (1) (a) through (i) above. Holiday pay for these part-time employees will be paid on a pro rata basis, based upon the number of normal hours worked in a pay period. Part-time, non-union employees shall also receive three (3) floating holidays. Part-time, non-union employees' floating holiday benefits will be paid on a pro rata basis based upon the number of hours actually worked in the prior year computed as of the fiscal year. Part-time employees on lay-off are not eligible to receive holiday pay. Positions listed within the "Special



### 503: HOLIDAYS

Purpose & Seasonal Salary Schedule" and "Workshops/Sessions/Events Pay Plan" are not eligible for holiday pay benefits. In addition, as defined by policy **211: Temporary and Part-time Employees**, temporary and seasonal employees are not eligible for pro-rated holiday pay.

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

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

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

(6) The City may schedule work on an observed holiday as it deems necessary. Normally, work on an observed holiday will be paid as if it were a regularly scheduled day. Employees scheduled to work on a holiday will be given the option of receiving pay for the hours worked for the day plus their holiday pay, or employees may take another "floating" holiday equivalent to the hours worked, with the prior approval of their supervisor, at another time during the same fiscal year. See **307: Overtime** Policy for holiday rates paid to employees not scheduled to work but called in to work on a holiday.

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

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

(9) If a non-union public safety management shift employee is reassigned to a different shift, entitlement to holidays is recalculated at the time of shift reassignment. Such employee's entitlement to holidays for the remainder of the fiscal year after reassignment is based upon the ratio that the number of holiday hours not taken prior to reassignment bears to the total number

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of holiday hours available in the fiscal year prior to reassignment. This ratio is applied to the total number of holiday hours available in the same fiscal year in the new assignment. If reassigned to non-shift, named holiday hours remaining in the fiscal year after reassignment shall be deducted from the total remaining holiday hours. For example, if a non-union public safety management shift employee was assigned to a 6-3 shift and used 33 floating holiday hours, and then was reassigned to a 24 hour shift, such employee would have 106.9 hours of floating holiday remaining during the same fiscal year ( $90.75 - 33 = 57.75/90.75 = .636 \times 168$  hours = 106.9 hours after rounding). The same employee reassigned to non-shift on December 1 would have 24 floating holiday hours remaining, plus the remaining named holiday hours during the same fiscal year ( $90.75 - 33 = 57.75/90.75 = .636 \times 88 = 55.968$ , less 32 named holiday hours remaining in the fiscal year = 24 hours after rounding). For those non-union public safety management shift employees assigned to non-shift, total named holidays in a fiscal year may be as many as nine (9), depending upon the year as set forth in 1 (a) – (i) above. For purposes of this policy the term “non-union public safety management shift employees” includes battalion chiefs, fire captains, police captains, police lieutenants, public safety supervisor captains and public safety supervisor lieutenants.

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

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

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

- (a) Certain qualified veterans, if they otherwise would have been required to work on November 11, may be granted time off for that day unless it would impact public health or safety or would cause the City to experience significant economic or operational disruption. Such time off shall be without pay, but the qualified veteran may use paid benefit time other than sick leave to cover such absence.
- (b) The qualified veteran must provide written notice to the veteran’s supervisor of intent to take time off work at least 30 days prior to Veteran’s Day. If requested, the veteran must provide to the City a federal certificate of release or discharge from active duty, or similar documentation for determining the

**503: HOLIDAYS**

veteran's eligibility.

(c) The City shall notify the requesting veteran at least 10 days prior to Veteran's Day whether or not the requested time off work will be granted.

(12) Employees may not take holidays or combine holidays with other benefit time, or with scheduled days off, which results in more than sixteen (16) consecutive calendar days off from work for non-shift employees, more than twenty-two (22) consecutive calendar days off for 24 hour shift employees, or more than twenty-one (21) consecutive calendar days off for 6-3 shift employees, unless otherwise approved by the Department Director, or unless for an approved leave of absence.

- Amended      7/1/06  
                     1/1/08  
                     1/23/12  
                     3/1/19  
                     1/6/20

## 506: VACATIONS

### Policy:

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

### Comment:

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

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

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

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

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

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

Part-time, non-union employees’ vacation benefits will be earned on a pro rata basis based upon the number of hours actually worked in the prior year computed as of their

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anniversary date. This calculation is as follows: actual hours worked/2080 hours per year. However, the maximum hours worked in the above calculation is 1508 even if the actual hours worked exceeds that amount.

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

(3) **Vacation Time Payment:** Vacation time earned will be figured on the basis of the employment year and shall include the total straight paid time the employee has worked for the City since the date of last employment anniversary. Unless otherwise specified in a Union contract, when an employee has completed the probationary period and has passed the employee’s one year anniversary date, but employment with the City is terminated for any reason, said employee shall be compensated for earned but unused vacation time as well as accrued vacation time on the basis of the number of vacation days accrued. Military duty will be figured as working time for calculating vacation accrual. (See **707: Military Leave.**) Employees may not use accrued, but unearned, vacation time prior to their anniversary date except when special circumstances warrant and as approved by the Division Manager and Department Director (or City Administrator if a director position). The City’s Risk Management committee may also approve the use of accrued, but unearned vacation time.

(4) **Non-union public safety management employees:**

(a) Non-union public safety management shift employees assigned to a 6-3 shift shall accrue and earn vacation as follows:

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

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

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

(c) If a non-union public safety management shift employee is reassigned to a

## 506: VACATIONS

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

(5) **Vacation Requests:** Employees will request vacation periods giving a first and second choice. Division Managers or Department Directors will respect wishes of the employees insofar as needs of the City and service will permit. Division seniority shall govern in the choice of vacation periods, provided such choice has been exercised between January 1<sup>st</sup> and March 30<sup>th</sup> annually. ~~Vacations requests shall be limited to one week increments for more than two consecutive work weeks must be unless otherwise~~ approved by the Department Director. For purposes of this policy a "work week" is considered to be three (3) scheduled work days for 24 hour shift employees, five (5) scheduled work days for non-shift employees, and six (6) scheduled work days for 6-3 shift employees,

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

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

- (a) City Administrator, Directors, Managers, Police Captains, and Fire Battalion Chiefs: City Administrator, Department Directors, Division Managers, Public Safety Supervisor Captains, Police Captains, and Fire Battalion Chiefs may carryover one full year of earned vacation, for one year past the employee's anniversary date. If the vacation is unused following the end of the one-year period, the vacation will be voided. Under unusual circumstances, such as certain serious medical conditions, and with the prior approval of the City's Risk Management Committee, extensions beyond those set forth in this subsection (b) may be allowed.
- (b) All Other Employees: An employee may carryover up to five (5) work days or one workweek (49.5 hours if a 6-3 shift; 72 hours if a 24 hour shift) of vacation past the employee's anniversary date. If vacation is

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unused following the end of the three-month carry-over period, the vacation will be voided. Under unusual circumstances, such as certain serious medical conditions, and with the prior approval of the City’s Risk Management Committee, extensions beyond those set forth in this subsection (b) may be allowed.

(8) **Maximum Paid Vacation Periods.** Regardless of availability of earned vacation time, the maximum ~~paid vacation leave~~ an employee ~~may~~ take at any one time cannot exceed five (5) times the number of workdays in the employee’s work week, regardless of Department Director approval. This limitation shall not apply to a retiring employee (See 214: Retirement), or to an employee on an approved leave of absence.

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

~~(9)~~(10) Use of Other Benefit Time. Employees may not combine vacation with other benefit time such as regular holidays, floating holidays, government days or compensatory time, or with scheduled days off, which results in more than sixteen (16) consecutive calendar days off from work for non-shift employees, more than twenty-two (22) consecutive calendar days off for 24 hour shift employees, or more than twenty-one (21) consecutive calendar days off for 6-3 shift employees, unless otherwise approved by the Department Director, or unless for an approved leave of absence.

~~(10)~~(11) Approval of Vacation. All vacation requests are subject to approval. Requests for vacation days shall be submitted in writing to the Department Director or Division Manager and approved at least twenty-four (24) hours prior to the beginning of the vacation unless mutual agreement has been reached between the employee and the Department Director.

Amended 1/1/05, 7/1/06, 1/1/08, 11/25/13, 6/1/15, 7/18/16, 3/1/19, 1/6/20, 7/6/20

## 704: LEAVES OF ABSENCE

### Policy:

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

### Comment:

~~(1)—(1) **Family and Medical Leave:** The City will comply with the provisions of the federal Family and Medical Leave Act (hereinafter referred to as "FMLA"). **The Appendix to this policy outlines the FMLA's requirements, including the rights and obligations of employees, notification requirements, and the City's obligations.**~~

### General Provisions:

In accordance with the Family and Medical Leave Act, the City will grant unpaid family and medical leave to eligible employees for up to ~~twelve (12)~~ weeks per ~~twelve (12)~~ month period for any one or more of the following reasons:

~~a. The birth of a child or placement of a child with the employee for adoption or foster care.~~

~~Birth and bonding must be taken as a continuous block of leave unless the Director allows intermittent leave. For incapacity due to pregnancy, prenatal medical care, birth of a child, or to care for such child after birth, or placement of a child with the employee for adoption or foster care; or~~

~~b. To care for a spouse, child, or parent who has a serious health conditionIn order to care for an immediate family member (spouse, child or parent) of the employee if such immediate family member has a serious health condition; or~~

~~c. For a serious health condition that makes the employee unable to perform the essential functions of their jobThe employee's own serious health condition that makes the employee unable to perform the functions of his/her position.~~

~~e-d. For any qualifying exigency arising out of the fact that a spouse, son, daughter, or parent is a military member on covered active duty or call to covered active duty status.~~

### Military Family Leave Entitlements:

~~Qualifying Exigency—Eligible employees with a spouse, child, or parent on covered active duty or call to covered active duty status may use their 12-week entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.~~



## 704: LEAVES OF ABSENCE

~~Service Member Caregiver—FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability returned list, for a serious injury or illness\*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any other time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.\*~~

~~\*The FMLA definitions of “serious injury or illness” for current service members and veterans are distinct from the FMLA definition of “serious health conditions”.~~

~~An eligible employee may also take up to 26 workweeks of leave during a "single 12-month period" to care for a covered servicemember with a serious injury or illness, when the employee is the spouse, son, daughter, parent, or next of kin of the servicemember. The single 12-month period for leave to care for a covered servicemember (both current servicemembers and veterans) with a serious injury or illness begins on the first day you take leave for this reason and ends 12 months later, regardless of the 12-month period established by your employer for other types of FMLA leave. You are entitled to a combined total of 26 workweeks of leave for any FMLA-qualifying reason during the “single 12-month period.” (Up to 12 of the 26 weeks may be for an FMLA-qualifying reason other than to care for a covered servicemember.)~~

### Eligibility:

To be eligible for ~~family/medical leave~~FMLA leave, an employee must be employed by the City for have at least 12 months ~~of service~~ and have worked at least 1,250 hours for the City over the ~~previous twelve (12) month period~~ immediately preceding the leave. The 12 months of employment do not have to be consecutive. Employees applying for and granted a ~~family leave of FMLA absence leave~~ are required to meet notification and documentation requirements as outlined further in this policy. Failure to meet these requirements may result in the denial or revocation of ~~a family leave~~FMLA leave.

### Definitions:

- a. ~~“Twelve 12-Month Period”~~ will be calculated as the “rolling” ~~twelve (12) month~~ period measured backward from the date an employee uses any FMLA leave.
- b. “Spouse” includes all individuals in legal marriages as defined or recognized in a state where the individual was married (“place of celebration”), and includes individuals in same-sex and common law marriages. A spouse also includes a husband or wife in a marriage that was validly entered into outside of the United States if it could have been entered into in at least one state. If both spouses work for the City, and are both eligible for FMLA leave, ~~you and your both~~ spouses will be limited to a combined total of ~~twelve (12) weeks~~ of FMLA leave in a ~~twelve (12) month period~~ for anyone or all of the following reasons: birth of a ~~child~~ child and bonding with the newborn child ~~or to care for the child immediately after birth;~~

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placement of a child with ~~you~~ the employee for adoption or foster care and bonding with newly-placed child, ~~or to care for the child after placement~~; or to care for ~~your~~ a parent with a serious health condition. This limitation does not apply in cases of leave to care for the serious health condition of ~~your~~ the employee's spouse or child, or because of ~~your~~ the employee's own serious health condition.

Eligible spouses who work for the same employer are also limited to a combined total of 26 workweeks of leave in a single 12-month period to care for a covered servicemember with a serious injury or illness (commonly referred to as "military caregiver leave") if each spouse is a parent, spouse, son or daughter, or next of kin of the servicemember. When spouses take military caregiver leave as well as other FMLA leave in the same leave year, each spouse is subject to the combined limitations for the reasons for leave listed above.

- c. "Child" means a child either under 18 years of age, or 18 years of age or older who is incapable of self-care because of a mental or physical disability. An employee's "child" is one for whom the employee has day-to-day responsibility for care and includes a biological, adopted, foster, ~~or~~ stepchild, a legal ward, or a child of a person standing in loco parentis. The age limitation does not apply to employees applying for a FMLA military related leave.
- d. "Serious Health Condition" means an illness, injury, impairment or a physical or mental condition that involves:
1. conditions requiring an overnight stay in a hospital or other medical care facility~~Inpatient (overnight) care in a medical care facility~~; or
  2. conditions that incapacitate you or your family member (for example, unable to work or attend school) for more than three consecutive days and have ongoing medical treatment (either multiple appointments with a health care provider, or a single appointment and follow-up care such as prescription medication)~~Continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in work, school, or regular daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment~~; or
  3. chronic conditions that cause occasional periods when you or your family member are incapacitated and require treatment by a health care provider at least twice a year~~Incapacity (as defined above) due to a chronic condition that requires periodic (at least twice per year) visits to a healthcare provider for treatment~~; or
  4. pregnancy (including prenatal medical appointments, incapacity due to

## 704: LEAVES OF ABSENCE

~~morning sickness, and medically required bed rest) Incapacity (as defined above) due to pregnancy.~~

~~Other conditions may meet the definition of continuing treatment.~~

### **Intermittent or Reduced Leave:**

An employee may take leave intermittently (~~a few days or a few hours at a time~~ minimum of 15 minute increments) or on a reduced leave schedule when medically necessary to care for an immediate family member with a serious health condition or because of a serious health condition of the employee. “Medically necessary” means that there must be a medical need for the leave and the leave can best be accomplished through an intermittent or reduced leave schedule. The employee may be required to transfer temporarily to a position with equivalent pay and benefits that better accommodates recurring periods of leave. The employee must make a reasonable effort to schedule treatment(s) so as not to unduly disrupt the City’s operations. If an employee requests reduced or intermittent leave, once the intermittent or reduced leave has been completed, the employee must be transferred back to the same position that the employee held prior to taking the FMLA leave or to an equivalent position. An employee may take leave intermittently or on a reduced leave schedule for birth or placement for adoption or foster care of a child only with the ~~supervisor’s~~ director’s approval ~~consent~~. Leave due to qualifying exigencies may also be taken on an intermittent basis.

### **Employee Notice Requirement:**

An employee is generally required to give thirty (30) days’ notice in the event of a foreseeable leave. When 30 days’ notice is not possible, the employee must provide notice as soon as practicable and generally must comply with the City’s normal call-in procedures. Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for FMLA leave that was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

An ~~“Application for Family or Medical Leave~~ Leave of Absence Request” form should be obtained from the ~~Financial Services~~ Human Resources Division, completed by the employee, signed by his/her supervisor and Department Director, and returned to the ~~Financial Services~~ Human Resources Division for processing and forwarding of additional forms that may be required to complete as explained below.

### **Response to Employees:**

As a FMLA covered employer, the City will provide employees with a Notice of Eligibility and Rights & Responsibilities form within five business days of receiving a leave request or becoming aware of the need for FMLA leave. The City’s response will establish whether the employee is eligible for FMLA leave and will notify the employee of their rights and responsibilities under the FMLA.

**704: LEAVES OF ABSENCE****Medical and Military Certifications and Designation**

The City may require certification in support of the leave from a healthcare provider no later than fifteen (15) calendar days after applicable Department of Labor form(s) are provided for the employee's own or a qualified family member's serious health condition. Upon receipt, the employee will be notified by Human Resources whether the leave will be designated as FMLA leave and the amount of leave that will be deducted from the employee's FMLA entitlement. Military related leave requests require completion of the applicable Department of Labor form available from and returned to Human Resources staff.

For an employee's own medical leave, the City may require a second or third opinion at the City's expense as well as periodic reports on the employee's status.

If the employee has not returned medical certification within 15 calendar days as stated on the Notice of Eligibility and Rights & Responsibilities, the City is not aware of extenuating circumstances, and the City is unable to determine if the need for leave qualifies for FMLA, the City will notify the employee in writing that the FMLA leave request has been denied, using the Designation Notice.

When an employee is on leave and information received by ~~Financial Services staff~~ Human Resources deems it to meet FMLA criteria, the City ~~may~~ shall designate the leave as FMLA without receiving a FMLA leave request from the employee and without requiring the completion of the applicable medical certification form. Where applicable, ~~Employees who are on any approved leave of absence, whether work related or not, who also qualify for FMLA leave shall be required to use FMLA leave concurrently with such other leave of absence.~~

**Return To Work Authorization**

~~The employee must request FMLA leave, and the City may require the request be supported by a completed doctor's/practitioner's certification no later than fifteen (15) calendar days after applicable Department of Labor form(s) are provided for their own or a qualified family member's serious health condition. When an employee is on leave and information received by Financial Services staff deems it to meet FMLA criteria, the City may designate the leave as FMLA without receiving a FMLA leave request from the employee and without requiring the completion of the applicable medical certification form. When applicable, forms are available from and must be returned to Financial Services Division staff for review and processing. Military related leave requests require completion of the applicable Department of Labor form available from and returned to Financial Services staff.~~

~~For an employee's own medical leave, the City may require a second or third opinion at the City's expense, periodic reports on the employee's status, and a fitness for duty report. A release to duty from the employee's health care provider must be provided to the ~~Financial Services~~ Human Resources Division prior to returning to work. If a fitness-for-duty appointment is deemed necessary by the City based on position duties, the employee will be asked to have a fitness-for-duty examination by a health care provider selected by the City, at the City's expense.~~

**Response To Employees:**

## 704: LEAVES OF ABSENCE

~~As a FMLA covered employer, the City will inform employees requesting leave whether they are eligible under FMLA. If they are, the notice will specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer will provide reason for the ineligibility. The City will also inform employees if leave will be designated as FMLA protected and the amount of leave counted against the employee's leave entitlement. If the City determines the leave is not FMLA protected, the employer will notify the employee.~~

### **Effect on Benefits:**

~~Taking FMLA leave will not result in loss of any employee benefits accrued prior to the date on which the leave began. Vacation, seniority and other accrued benefits will continue to not accrue during an unpaid FMLA leave unless such leave exceeds thirty (30) consecutive calendar days, in which case no benefits shall accrue during the entire leave. Accrual of benefits for employees on intermittent leave or on a reduced work schedule may be calculated on a pro-rata basis in proportion to their work schedule. No proration of benefit accruals shall occur if employees maintain full-time work status (at least 32 hours per week) or the equivalent of full-time work status is covered with the use of earned benefits.~~

### **Continuation of Health Insurance:**

An employee on ~~family/medical leave~~ FMLA leave may remain a participant in the City's health insurance plan throughout the duration of the leave, as if actively employed. ~~S/he~~The employee will be required to pay the same cost of coverage as if actively at work. Employee contributions will be required either through payroll deduction or by direct payment to the City. The employee will be informed of the amount and method of payment at the beginning of the leave. Loss of insurance coverage may result if the premium amount is paid more than ~~thirty (30)~~ days late. The City will provide written notice to the employee that the payment has not been received and allow at least 15 days after the date of the letter before coverage stops. If the employee misses a premium payment and the City pays the employee's contribution, the employee will be required to reimburse the City for the delinquent payment upon return from the leave. If an employee does not return to work, the City may require reimbursement for the share of the premiums it paid during the FMLA leave.

### **Return to Work:**

An employee returning from FMLA leave ~~taken under this provision~~ is entitled to return to the position held when the leave began, if that position is vacant. If the position is not vacant, the employee must be returned to an equivalent position with equivalent benefits, pay and other conditions. Employees are required to provide at least 72 hours advance notice of their return to work after such leave, unless this requirement is waived by the employee's supervisor and by the ~~Financial Services~~ Human Resources Division.

### **FMLA and other leaves of absence:**

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

(2) Other Leaves of Absences: Employees generally are eligible for leaves of absence if they

**704: LEAVES OF ABSENCE**

have completed at least ~~twelve~~ 12 months of service, or as specified by law. The granting and duration of each leave of absence and the compensation received by the employee, if any, during the leave of absence will be determined by the City in conjunction with applicable federal and state law and in accordance with the City's best interest.

Requests for a leave of absence or any extension of a leave shall ~~should~~ generally be submitted in writing to the employee's Department Director ~~thirty~~ 30 days prior to commencement of the leave period, or as soon as is practicable. The final decision concerning the request will be made by the Department Director, after consultation with the ~~Finance & Business Operations~~ Human Resources Division Department. All employees on approved leave are expected to report any change of status in their need for a leave or their intention to return to work to their Department Director.

The following types of leaves will be considered:

- (a) Extended Family and Medical Leave (Non-FMLA). In cases where an employee is not eligible for FMLA leave and the employee's leave duration would typically qualify for FMLA, the employee may be granted a leave of absence.

Approval for such leave must be granted by the Department Director or by the City's Risk Management Committee if the leave exceeds two (2) consecutive weeks. The length of any such leave will be governed by individual circumstances, but in most cases such extended leave should not exceed 12 weeks in any 12 month period. At least 72 hours' notice is required in advance of the employee's return to work date, unless this requirement is waived by the employee's Department Director and by the Human Resources Division.

- (a)(b) Pregnancy not covered under FMLA: Pregnant employees who are not eligible for FMLA leave shall be granted a leave of absence for the period that the employee is disabled because of the pregnancy, childbirth or other related medical conditions, or for eight weeks as provided by Iowa law, whichever is less.

- (b)(c) Other sick leave not covered under FMLA: See Policy **706: Sick Leave**

- (e)(d) Personal Leave of Absence: Employees may be granted a leave of absence to attend to personal matters in cases in which the City determines that an extended period of time away from the job will be in the best interests of the employee and the City.

- (e) Military Leave of Absence: ~~A military leave of absence will be granted if an employee is absent in order to serve in the uniformed services of the United States for a period of up to five years (not including certain involuntary extensions of service). Employees who perform and return from service in the Armed Forces, the Military Reserves, the National Guard, or certain Public Health Service positions will retain certain legislated rights with respect to reinstatement, seniority, layoffs, compensation, and length of service pay increases as required by applicable federal~~

## 704: LEAVES OF ABSENCE

~~or state law. Employees will be protected against a loss of income as a result of participation in annual encampment or training duty in the U.S. Military Reserves or the National Guard. In these circumstances, the City will continue to pay an employee their normal straight time pay on the job, as required and set forth in state law. (See Policy 707: Military Leave)~~

(ef) Educational Leave of Absence: Employees who want to continue their education in preparation for added responsibilities with the City may be granted an educational leave of absence, if in accordance with the City's best interest and at the discretion of ~~management~~the employee's Department Director.

(fg) Public Office Leave of Absence: Employees who are candidates for municipal, county, state, or federal office shall be granted leave upon request for the period from 30 days or less prior to a contested primary, special or general election, until the day after the election. Employees who are elected or appointed to public office shall be granted leave for such public office upon request. Public office leaves of absence shall be without pay.

(gh) Bereavement Leave: Full-time and permanent part-time employees may be allowed up to five (5) working days absence with pay in case of the death of a member of the employee's immediate family. For the purpose of this policy "immediate family" includes the employee's spouse, brother, sister, father, mother, children, step parent, step children, step brother, step sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, and any person residing in the employee's household.

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

Bereavement leave absences are intended to include all travel. However, in circumstances involving unusually long traveling distances, department directors may extend bereavement absences up to three (3) additional days with pay.

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

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

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

For permanent part-time employees, a regular scheduled day off work may not be used in combination with bereavement leave to extend consecutive days off to more than five (5) days.

## 704: LEAVES OF ABSENCE

Non-union public safety management shift employees shall be allowed bereavement leave as set forth in this policy regardless of the shift to which they are assigned. For purposes of this policy for such employees, the term “working days” means one calendar day regardless of the number of hours scheduled. Transfer of such employees while on bereavement leave shall not affect entitlement to such leave. For purposes of this policy the term “non-union public safety management shift employees” includes battalion chiefs, fire captains, police captains, police lieutenants, public safety supervisor captains and public safety supervisor lieutenants.

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



## 704: LEAVES OF ABSENCE

accrued paid leave (sick, vacation or comp time) for medical absence as a result of the injury. After ~~twelve (12)~~ weeks of unpaid leave the employee shall be required to take paid benefit time as defined in this section. The employee shall still be required to follow all other policies and rules of the City related to medical leave and FMLA leave.

- b. Employees who are covered by the City's long term disability or workers' compensation insurance, ~~and are therefore already receiving compensation, may~~ supplement their pay not use any other paid leave up to 100% of their normal wages.
  - c. Every employee on a personal or educational leave of absence will be required to use all compensatory time, floating holidays and vacation days while on leave. Earned benefit time shall be used until exhausted prior to the use of accrued, but unearned vacation.
  - ~~e.d.~~ Employees who are candidates for public office must use earned paid benefit time during the public service leave of absence. Employees who are elected or appointed to a position entitling them to a public service leave of absence may, if they choose, use earned paid benefit time during the leave. If earned paid benefit time is exhausted during a public office leave of absence, or if eligible employees choose not to use paid benefit time, the leave or remainder of the leave shall be without pay.
  - ~~d.e.~~ The City will provide health insurance and other benefits to employees on leave as required by law. No paid benefit time shall accrue during periods of unpaid leave ~~and approved paid leave~~, unless otherwise specified by union contract.
  - ~~e.f.~~ Holidays ~~pay~~ (named and floating holidays) will be designated as FMLA leave when a holiday falls during a week in which an employee is taking the full week of FMLA leave or in cases when an employee takes less than a full week but they are expected or were scheduled to work the holiday. included for purposes of calculating FMLA leave time, unless prohibited by law.
  - ~~f.g.~~ Policies related to required use and carry over of paid benefit time shall apply when employees are on leaves of absence.
  - ~~g.h.~~ Availability of paid benefit time is no guarantee of continued employment.
- (6) Employees returning from a leave of absence will be reinstated to their same job or to an equivalent job with equivalent status and pay, if required by law. However, in order to be reinstated to their same job or equivalent job, employees must return to work within 12 weeks after the expiration of an approved sick leave or FMLA leave, or for employees who do not qualify for FMLA leave, within 12 weeks of their first absence. This time may be extended upon recommendation of the Department Director and approval by the City Administrator for good cause, such as availability of additional earned sick leave. Employees who have taken personal, educational or public service leave cannot be

**704: LEAVES OF ABSENCE**

guaranteed employment upon expiration of leave. Employees returning from a sick leave may be required to provide certification of their ability to perform the essential functions of their job, with or without reasonable accommodation and may be required to complete a fitness-for-duty examination or evaluation with the City's ~~physician~~ medical provider. Employees are required to provide at least 72 hours advance notice of their return to work after such leaves, unless this requirement is waived by the employee's supervisor and by the ~~Financial Services~~ Human Resources Division. Employees returning from a military leave must also comply with all of the reinstatement requirements specified by federal law. If the same job or one of equivalent status and pay is not available as a result of a reduction in force, the employee will be treated in the same manner as though s/he were not on leave at the time of the reduction in force.

- (7) Employees who are unable to report for work because of arrest and incarceration will be placed on a special personal leave of absence. If the employee is unable to secure bail, the leave of absence will continue until final disposition of the charges. If the employee is freed on bail, a decision whether to allow the resumption of active employment pending disposition of the charges will be made by the employee's Department Director and the Director of Finance & Business Operations. They will determine whether reinstatement would be consistent with the City's needs and requirements. Likewise, when an employee is convicted of a crime, the employee's Department Director and the Director of Finance & Business Operations will determine if it is in the best interests of the City to allow resumption to active employment or termination.
- (8) If an employee fails to return to work at the conclusion of an approved leave of absence, including any extension of the leave, the employee will be considered to have voluntarily terminated employment.
- (9) ~~Application forms are provided at the end of this policy for use with leaves of absence longer than two consecutive weeks, other than FMLA leave which requires an application form regardless of the length of such leave. These forms also may be obtained from the Financial Services Division. Application forms, other than for FMLA leave, must be completed by the employee and returned to the Financial Services Division at least seven (7) calendar days prior to commencement of a leave, absent unusual circumstances.~~

Resource: Dept of Labor - [dol.gov/agencies/whd/fmla](http://dol.gov/agencies/whd/fmla)

Amended 1/1/05, 7/1/06, 1/1/09, 4/09, 1/23/12, 2/13/12, 11/12/12, 11/25/13, 6/1/15, 3/1/19, 1/6/20, 7/6/20, 11/2/20

## 704: LEAVES OF ABSENCE

### **APPENDIX:**

#### **EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT**

#### **Basic Leave Entitlement**

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

For incapacity due to pregnancy, prenatal medical care or child birth;

To care for the employee's child after birth, or placement for adoption or foster care;

To care for the employee's spouse, son, daughter or parent, who has a serious health condition;

or

For a serious health condition that makes the employee unable to perform the employee's job.

#### **Military Family Leave Entitlements**

~~Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.~~

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on a temporary disability retired list, for a serious injury or illness\*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.\*

\*The FMLA definition of "serious injury or illness" for current servicemembers and veterans are distinct from the FMLA definition of "serious health condition".

#### **Benefits and Protections**

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

#### **Eligibility Requirements**

Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

#### **Definition of Serious Health Condition**

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other

## 704: LEAVES OF ABSENCE

~~conditions may meet the definition of continuing treatment.~~

### **Use of Leave**

~~An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.~~

### **Substitution of Paid Leave for Unpaid Leave**

~~Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.~~

### **Employee Responsibilities**

~~Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.~~

~~Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.~~

### **Employer Responsibilities**

~~Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.~~

~~Covered employers must inform employees if leave will be designated as FMLA protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA protected, the employer must notify the employee.~~

### **Unlawful Acts by Employers**

~~FMLA makes it unlawful for any employer to:~~

- ~~• Interfere with, restrain, or deny the exercise of any right provided under FMLA;~~
- ~~• Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.~~

### **Enforcement**

~~An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.~~

~~FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.~~

~~**FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29 C.F.R. § 825.300(a) may require additional disclosures.**~~

### **Other Provisions:**

**704: LEAVES OF ABSENCE**

~~Salaried executive, administrative, and professional employees of the City who meet the Fair Labor Standards Act ("FLSA") criteria for exemption from minimum wage and overtime do not lose their FLSA-exempt status by using any unpaid FMLA leave. This special exception to the "salary basis" requirements for the FLSA's exemptions extends only to eligible employees' use of leave required by the FMLA.~~

~~**Further Information:** For more information, employees may contact the Financial Services Division.~~

## 221: REMOTE WORK

### Policy:

It is the policy of the City of Cedar Falls to provide remote work arrangements to employees when it is mutually beneficial to both the City and the employee. The City recognizes that offering flexible work arrangements can increase productivity, reduce turnover, and improve employee morale. Remote work is defined as any work arrangement that allows an employee to work outside of the employee's primary worksite at an alternate location, on a regular basis, at least one day a week, pursuant to an approved Remote Work Agreement. Employees must be able to carry out the same duties, assignments, and other work obligations at their alternate location as they do when working on the City's premises. Employees must be available to attend scheduled meetings and participate in other required office activities as needed.

### Comment:

- (1) Approval of a remote work arrangement shall be made on a case-by-case basis. The nature of the work performed, the employee's past work performance, as well as the remote work location must be taken into consideration by the supervisor to determine remote work feasibility before entering into a Remote Work Agreement. The state or locality in which an employee chooses to reside may be a factor in determining if remote work will be approved. Remote work is not an entitlement nor is it a City-wide benefit.
- (2) Remote work is not a substitute for child or other dependent care. Remote workers shall make or maintain regular childcare, adult care, or similar personal arrangements to permit concentration on work assignments during agreed upon work hours.
- (3) Employees requesting a remote work arrangement shall complete and sign the Remote Work Agreement prior to commencing remote work. All remote work agreements are subject to approval by the Department Director.
- (4) On a case-by-case basis, the City will determine, with information supplied by the employee and the supervisor, the appropriate equipment needs (including hardware, software, modems, phone and data lines and other office equipment) for each remote work arrangement. Equipment supplied by the City will be maintained by the City. Equipment supplied by the employee, if deemed appropriate by the City, will be maintained by the employee. The City accepts no responsibility for damage or repairs to employee-owned equipment. Equipment supplied by the City is to be used for business purposes only. Upon termination of employment, all City property will be returned to the City, unless other arrangements have been made.
- (5) The remote working employee shall establish an appropriate work environment within his or her alternate location. Consistent with the City's expectations of information security for employees working at the office, remote working employees are expected to ensure the protection of City information and to maintain the security of confidential information accessible from the employee's alternate location. Steps include the use of locked file cabinets and desks, regular password maintenance, and any other measures appropriate for the job and the environment.

- (6) Occasional out-of-office work arrangements for two work weeks or less may be allowed on a case-by-case basis if approved by an employee's department director. A formal Remote Work Agreement is not required for these occasional remote work arrangements.
- (7) Voluntary remote work agreements may be discontinued, without cause, at any time, at the request of either the employee or the City. When practicable, either the City or the employee should provide a two week notice of termination of the agreement. When remote work is an expected condition of employment, the remote work agreement may only be discontinued at the option of the City.

Adopted  
Amended

## Remote Work Agreement

Before completing this form, the employee requesting a remote work arrangement must review the Remote Work Policy. The nature of the work performed, as the employee's past work performance, and the remote work location must be assessed by the supervisor to determine remote work feasibility before entering into a remote work agreement. All remote work agreements are subject to approval by the Department Director. Remote work is neither an entitlement nor an organization-wide benefit.

This document is intended to ensure that both the supervisor and the employee have a clear, shared understanding of the employee's remote work arrangement. Each remote work arrangement is unique depending on the needs of the position, supervisor, and employee.

### A. EMPLOYEE INFORMATION

Employee Name:	Click here to enter text.
Job Title:	Click here to enter text.
Department:	Click here to enter text.
Supervisor:	Click here to enter text.
Location where remote work will be performed:	Click here to enter text.
Remote work arrangement effective dates:	Click here to enter text. - Click here to enter text.

### B. POSITION SUMMARY

The general expectation for a remote work arrangement is that the employee will effectively accomplish the employee's regular job duties, regardless of work location. If there are telework-specific job duties and/or expectations, specify them in the box below, or enter N/A.

--

### C. TELEWORK DETAILS

Remote Work Schedule (days/hours):	Click here to enter text.
Equipment owned by the employee that will be used at the alternate worksite:	Click here to enter text.
Equipment owned by the City that will be used at the alternate worksite:	Click here to enter text.
If the employee supervises others, how will the employee meet & maintain the employee's supervisory responsibilities while working remotely:	Click here to enter text.
Identify any distractions from the employee's work at the alternate worksite. How will the employee manage these distractions to maintain productivity and quality while working remotely?	Click here to enter text.
Other conditions of the remote work agreement (if applicable):	Click here to enter text.



**D. ACKNOWLEDGEMENTS AND APPROVALS**

Voluntary remote work agreements may be discontinued, without cause, at any time, at the request of either the employee or the City. When practicable, either the City or the employee should provide a two week notice of termination of the agreement. When remote work is an expected condition of employment, the remote work agreement may only be discontinued at the option of the City.

This completed agreement will be retained by Human Resources in the employee's personnel file.

The undersigned hereby enter into this agreement with a full understanding and acceptance of the terms and conditions herein specified. Employee agrees to properly track all hours worked and in accordance with Fair Labor Standards Act (FLSA) guidelines.

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee's Supervisor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Human Resources Manager

\_\_\_\_\_  
Date

Last Updated: 06/2021



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

**INTEROFFICE MEMORANDUM**  
Financial Services Division

**TO:** Jacque Danielsen, City Clerk  
**FROM:** Andrea Ludwig, Financial Clerk  
**DATE:** January 5, 2022  
**SUBJECT:** Property Assessments

Attached is paperwork regarding one (1) property that had their lawn mowed by the City of Cedar Falls. We have been unsuccessful in collecting this invoice through our normal accounts receivable process. Could you please start the process of assessing these fees against the owner's property taxes?

Robert Coyle  
2303 Washington Street  
Cedar Falls, IA 50613

406.75 September 2021  
6.10 2021 (fees)  
\$412.85 Total owed

Property address: 2303 Washington, CF  
Parcel #8914-13-340-015

If you have any questions, please feel free to contact me at 5104.

CITY OF CEDAR FALLS, IOWA  
COUNTY OF BLACK HAWK  
STATE OF IOWA

**NOTICE OF PROPOSED FINAL  
ASSESSMENT PROCEEDINGS**

v.

ROBERT F. COYLE

---

TO THE ABOVE-NAMED PERSON(S):	Robert F. Coyle
PROPERTY DESCRIPTION:	2303 Washington Street, Cedar Falls, Iowa Black Hawk County Parcel #8914-13-340-015
LEGAL DESCRIPTION OF PROPERTY:	Normal Addition, Lot 5, Block 15, Cedar Falls, Black Hawk County, Iowa.

YOU ARE HEREBY NOTIFIED that there is a proposed resolution to place a lien on the property named above in order to collect the costs incurred by the City of Cedar Falls to mow the property located at 2303 Washington Street pursuant to City of Cedar Falls Ordinance Section 17-246. This matter is currently set on the Cedar Falls City Council agenda for **February 21, 2022.**

Please find enclosed the proposed City Council resolution to place a lien on the above-described property. You may satisfy your obligation to pay these costs incurred by the City of Cedar Falls on or before the date set forth above by making payment to the City Clerk's office in person Monday through Friday between 8:00 a.m. and 5:00 p.m., at 220 Clay Street, Cedar Falls, Iowa 50613, or through the mail.

YOU ARE FURTHER NOTIFIED that unless you pay for these costs before the time of the City Council meeting, the Cedar Falls City Council will seek the resolution to place a lien on the property described above, to be collected, along with interest thereon, in the same manner as property taxes, as provided by law.

Very truly yours,

CITY OF CEDAR FALLS, IOWA

By



Jacqueline Danielsen, MMC, City Clerk  
City of Cedar Falls  
220 Clay Street  
Cedar Falls, IA 50613

Enclosures.

**Exhibit "A"**

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

---

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION LEVYING A FINAL ASSESSMENT FOR COSTS INCURRED BY THE CITY OF CEDAR FALLS, IOWA TO MOW THE PROPERTY LOCATED AT 2303 WASHINGTON STREET, CEDAR FALLS, IOWA, PARCEL ID 8914-13-340-015**

WHEREAS, it was determined that the property located at 2303 Washington Street, being legally described as Normal Addition, Lot 5, Block 15, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8914-13-340-015, was in violation of City of Cedar Falls Ordinance Section 17-246 for failure to mow the property, and

WHEREAS, after notice(s) to abate the nuisance, the owner of record did not abate the nuisance, and after afforded a substantial period of time in which to do so, the City of Cedar Falls did cause the property located at 2303 Washington Street (Parcel ID 8914-13-340-015) to be mowed, and by doing so, incurred expenses for said services, and

WHEREAS, after invoices and notices for the services performed to mow the property were sent to the property owner of record, the owner of record has failed to pay these costs to the City of Cedar Falls.

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the unpaid costs incurred by the City of Cedar Falls, Iowa to abate the nuisance on the above-described property, in the amount of \$464.85 (\$412.85 + \$52.00 recording fee), be assessed as a lien against the following described real estate, as provided by law, together with an administrative expense of \$5.00, pursuant to Cedar Falls Code Section 15-5, said real estate being legally described as follows:

Normal Addition, Lot 5, Block 15, Cedar Falls, Black Hawk County, Iowa,  
Parcel ID 8914-13-340-015

BE IT FURTHER RESOLVED that the City Clerk of the City of Cedar Falls, Iowa, is hereby authorized and directed to place said assessment of record with the proper officials of Black Hawk County, Iowa, in order to make the assessment a lien against the above-described real estate, to be collected in the same manner as property taxes, as provided by law.

PASSED AND ADOPTED this 21st day of February, 2022.

\_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

\_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

December 6, 2021

Robert Coyle  
2303 Washington Street  
Cedar Falls, IA 50613

Dear Robert Coyle,

Enclosed you will find your latest statement. There is an outstanding charge for Code enforcement-mowing on 9/29/21 for \$406.75, as well as late fees of \$6.10 for a total amount due of \$412.85. **If no payment is received by December 21, 2021 we will put a lien on your property.**

If you have any questions, please feel free to call me at 319-268-5104. We thank you for your immediate attention to this matter.

Remit to: City of Cedar Falls  
Accounts Receivable  
220 Clay Street  
Cedar Falls, IA 50613

Sincerely,

City of Cedar Falls

Andrea Ludwig  
Financial Clerk

Enclosure

INVOICE

Item 16.

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

(319) 273-8600

TO: ROBERT COYLE  
2303 WASHINGTON STREET  
CEDAR FALLS, IA 50613

INVOICE NO: 38019  
DATE: 10/11/21

CUSTOMER NO: 5576/5576

TYPE: MS - MISCELLANEOUS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	MOWED LAWN ON: 9/29/21 PER ORDINANCE 17-246&247 PROFESSIONAL LAWN CARE INV.#17477 CODE ENFORCEMENT/ADMIN. COSTS	406.75	406.75
			\$346.25
			\$60.50

1.5 % LATE FEE WILL BE ASSESSED ON PAYMENTS OVER  
30 DAYS

TOTAL DUE: \$406.75

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 10/11/21 DUE DATE: 11/10/21  
CUSTOMER NO: 5576/5576

NAME: COYLE, ROBERT  
TYPE: MS - MISCELLANEOUS

REMIT AND MAKE CHECK PAYABLE TO:  
CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS IA 50613

INVOICE NO: 38019  
TERMS: NET 30 DAYS

AMOUNT:

\$406.75

150





DEPARTMENT OF COMMUNITY DEVELOPMENT

CODE ENFORCEMENT
CITY OF CEDAR FALLS, IOWA
220 Clay Street
Cedar Falls, IA 50613
Phone(319) 273-8606
Fax (319) 273-8610
www.cedarfalls.com

LEGAL NOTICE OF NUISANCE TO BE ABATED:
GRASS AND WEEDS

EFFECTIVE DATE OF THIS NOTICE: 9/13/2021 Case # 21-0552-GRSS
PROPERTY RESIDENT: Robert F Coyle
PROPERTY ADDRESS: 2303 Washington St
Cedar Falls IA 50613
Property Owner Name: Robert F Coyle
Property Owner Address: 2303 Washington St
Cedar Falls, IA 50613

A complaint has been brought to the attention of this office and an inspection of the property found that weeds and grass have been allowed to become a nuisance. The property is legally described as follows:

NORMAL ADDITION LOT 5 BLK 15

Please refer to Ordinance Section 17-246 for orientation purposes and compliance requirements. Your cooperation in complying with this ordinance is appreciated. The City will inspect the property in seven (7) days from the date of this mailing notice, on 9/20/2021, to confirm compliance with the Ordinance requirements. If the property is not brought into compliance after the seven days, the City will mow the property to bring it into compliance.

Sec. 17-246. - Noxious weeds prohibited; exceptions.

(a) It shall be unlawful for the owner or person in possession or control of any land within the city to maintain, cause or permit a nuisance as defined in this section to exist upon such land. For purposes of this section, the term "nuisance" means noxious weeds, which shall include the following:

- (1) Those defined in Iowa Code § 317.1A;
(2) Grass and weeds exceeding eight inches in height;
(3) Volunteer trees, bushes or other vegetation that have not been intentionally planted or which have spread through natural means into unsuitable or unsightly areas, such as in cracks or crevices along building foundations, driveways, retaining walls, sidewalks, or other similar improvements.

Sec. 15-2(18) Nuisance Defined

Dense growth of all weeds, vines, brush or other vegetation, including dead bushes, and dead woody plants, or other overgrown or unkempt bushes or other growth, in the city so as to constitute a health, safety or fire hazard.

(Code 2017, § 18-2; Ord. No. 2625, § 1, 5-29-2007; Ord. No. 2882, §§ 1-4, 9-19-2016; Ord. No. 2942, § 1, 6-3-2019)

Table with 3 columns: Code Section, Nature of the Violation, Comply By

"OUR CITIZENS ARE OUR BUSINESS"



IACF 11-297(a)(19)  
Un-mowed Grass or  
Weeds

For un-mowed grass or weeds, in violation of section 17-246 of this  
code.

9/20/2021

Further, please be notified that the actual cost and expense of cutting or otherwise destroying the vegetation (manpower, equipment, fuel, etc.), together with the costs of supervision and administration up to the time the property is brought into compliance, shall be recovered by an assessment against the tract of land on which the vegetation is growing. The City shall send an invoice for the total expenses incurred by regular mail to the property owner who failed to abide by the notice to abate, and if the amount shown on the invoice has not been paid within 30 days of the invoice date, the City Clerk shall certify the total amount of the invoice plus any administrative costs to the County Treasurer and such costs shall then be collected with, and in the same manner as, general property taxes.

If you should have any questions concerning this matter, please contact the Code Enforcement at (319) 268-5186. If you have already taken care of this problem, the City of Cedar Falls appreciates your cooperation.

CITY OF CEDAR FALLS CODE ENFORCEMENT



Vicky Satterlee  
Code Enforcement Officer







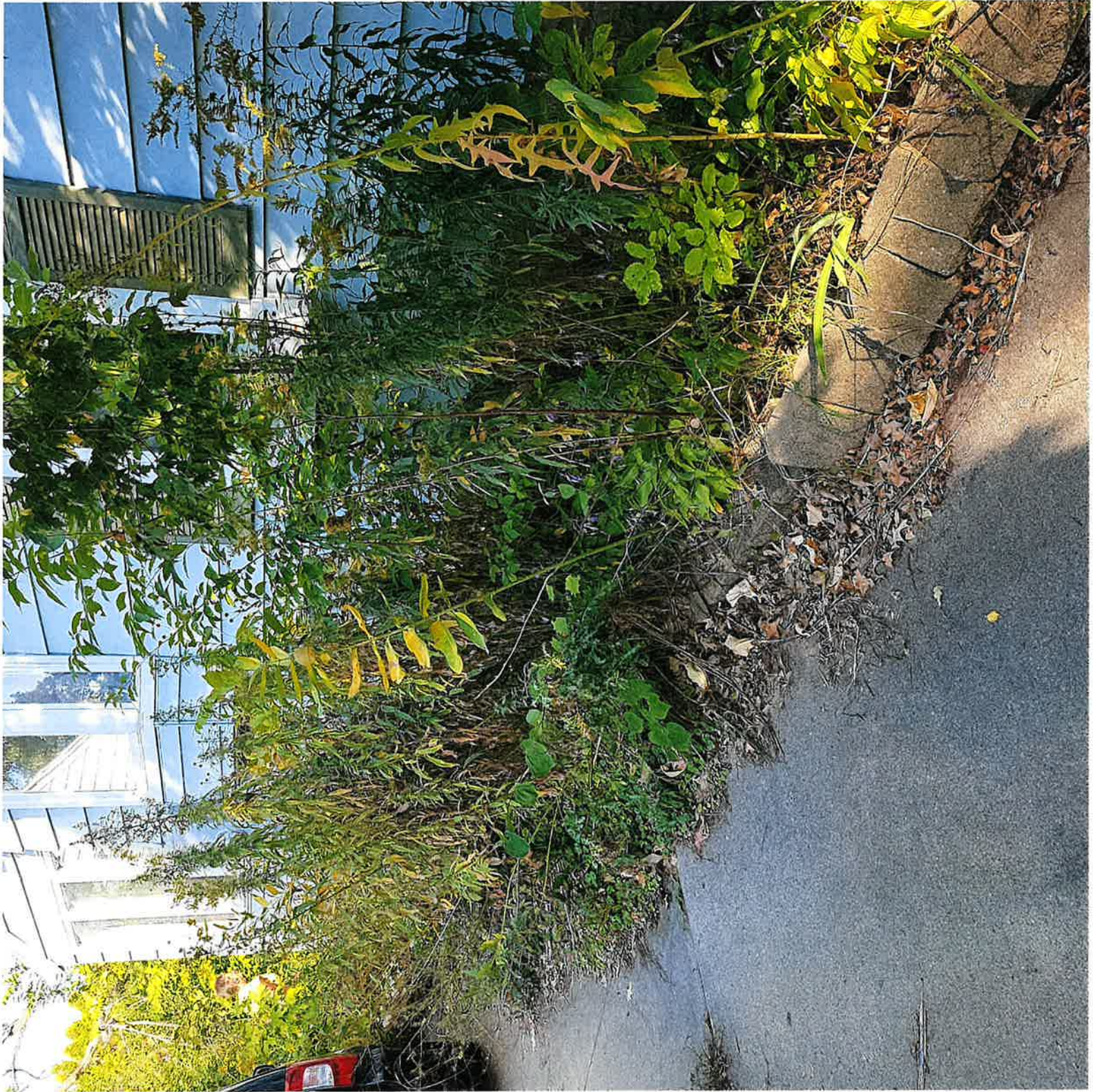






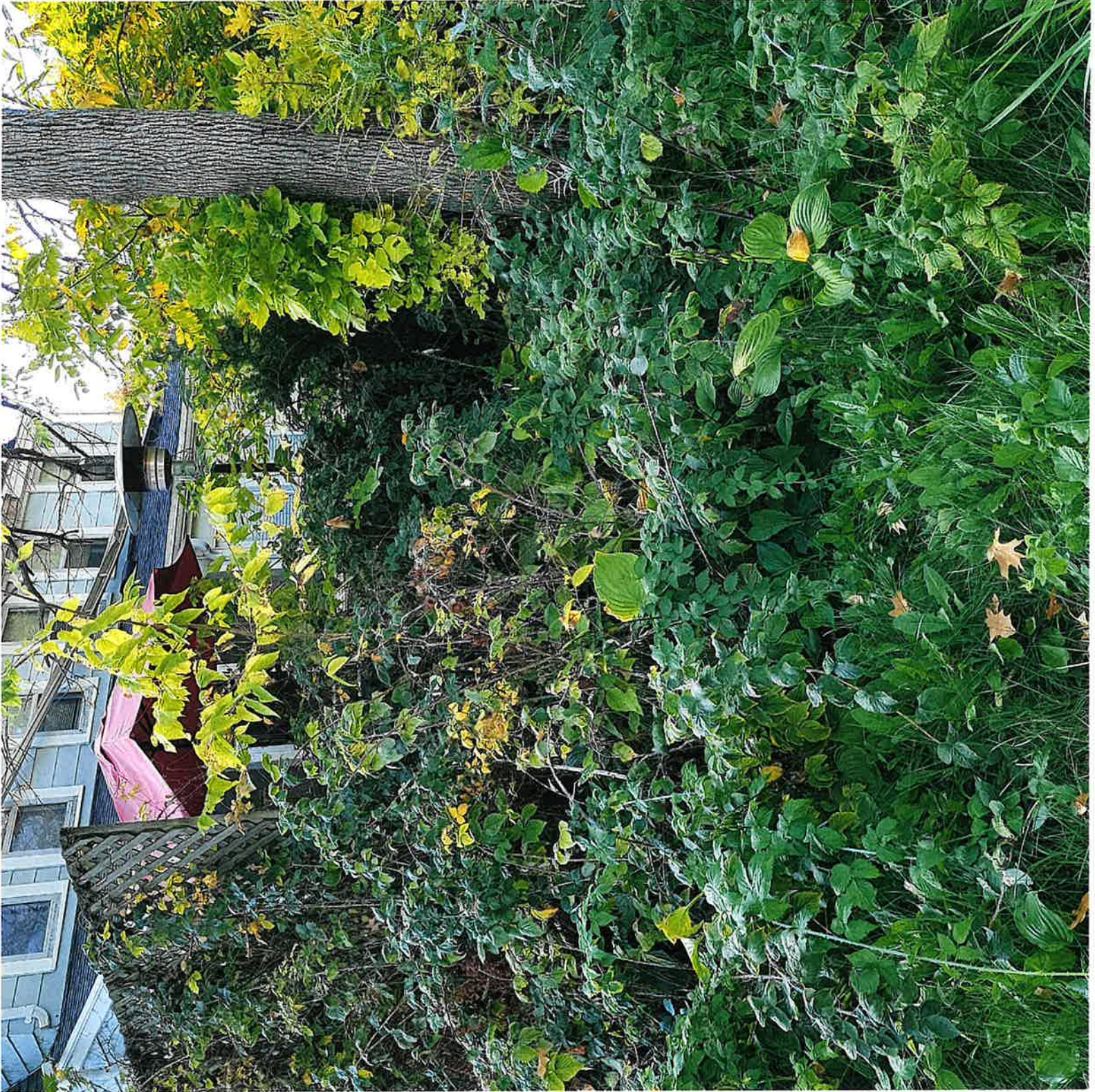


















# Beacon™ Black Hawk County, IA

## Summary

**Parcel ID** 891413340015  
**Alternate ID**  
**Property Address** 2303 WASHINGTON ST  
 CEDAR FALLS IA 50613  
**Sec/Twp/Rng** N/A  
**Brief Tax Description** NORMAL ADDITION LOT 5 BLK 15  
 (Note: Not to be used on legal documents)  
**Deed Book/Page** 2008-013364 (1/2/2008)  
**Contract Book/Page**  
**Gross Acres** 0.00  
**Net Acres** 0.00  
**Adjusted CSR Pts** 0  
**Class** R - Residential  
 (Note: This is for assessment purposes only. Not to be used for zoning.)  
**District** 910001 - CEDAR FALLS CITY/CEDAR FALLS SCH  
**School District** CEDAR FALLS COMMUNITY SCHOOLS



## Owner information

**Deed**  
 COYLE, ROBERT F  
 2303 WASHINGTON ST  
 CEDAR FALLS IA 50613

**Mail To**  
 COYLE, ROBERT F  
 2303 WASHINGTON ST  
 CEDAR FALLS IA 50613

## Sales

Date	Seller	Buyer	Recording	Sale Condition - NUTC	Type	Multi Parcel	Amount
12/14/2007	MILLS,GEOFREY T	COYLE,ROBERT F	2008-013364	NORMAL ARMS-LENGTH TRANSACTION - PRIOR 09	Deed		\$125,500.00
6/6/1984			573-766	NORMAL ARMS-LENGTH TRANSACTION - PRIOR 09	Deed		\$62,000.00
1/29/1980			553-590	NORMAL ARMS-LENGTH TRANSACTION - PRIOR 09	Deed		\$55,500.00

⊕ Show There are other parcels involved in one or more of the above sales:

## Land

**Lot Dimensions** Regular Lot: 66.00 x 132.00  
**Lot Area** 0.20 Acres; 8,712 SF  
 (Note: Land sizes used for assessment purposes only. This is not a survey of the property)

## Residential Dwellings

**Residential Dwelling**  
**Occupancy** Single-Family / Owner Occupied  
**Style** 1 1/2 Story Frame  
**Architectural Style** N/A  
**Year Built** 1937  
**Exterior Material** Alum  
**Total Gross Living Area** 1,511 SF  
**Attic Type** None;  
**Number of Rooms** 7 above; 0 below  
**Number of Bedrooms** 4 above; 0 below  
**Basement Area Type** Full  
**Basement Area** 784  
**Basement Finished Area**  
**Plumbing** 1 Standard Bath - 3 Fi; 1 Toilet Room (1/2 Bat);  
**Central Air** Yes  
**Heat** Yes  
**Fireplaces** 1 Prefab;  
**Porches** 1S Frame Open (88 SF);  
**Decks** Wood Deck (272 SF);  
**Additions** 1 Story Frame (50 SF);  
 1 Story Frame (128 SF);  
**Garages** 396 SF (18F W x 22F L) - Det Frame (Built 1955);

## Yard Extras

#1 - (1) CONC PATIO W18.00 x L10.00 180 SF, Concrete Patio, Low Pricing, Built 1980



**Permits**

Permit #	Date	Description	Amount
CF 20254	07/18/2011	Misc	75
CF 16465	08/06/2010	Roof	1,700
CF 11065	05/16/2008	Roof	4,000
CF 99	08/01/1995	Porch	7,500

**Valuation**

Classification	2021	2020	2019	2018	2017
	Residential	Residential	Residential	Residential	Residential
+ Assessed Land Value	\$32,340	\$21,020	\$21,020	\$21,020	\$21,020
+ Assessed Building Value	\$0	\$0	\$0	\$0	\$0
+ Assessed Dwelling Value	\$122,510	\$122,510	\$122,460	\$122,460	\$122,460
= Gross Assessed Value	\$154,850	\$143,530	\$143,480	\$143,480	\$143,480
- Exempt Value	\$0	\$0	\$0	\$0	\$0
= Net Assessed Value	\$154,850	\$143,530	\$143,480	\$143,480	\$143,480

**Taxation**

	2020	2019	2018	2017
	Pay 2021-2022	Pay 2020-2021	Pay 2019-2020	Pay 2018-2019
+ Taxable Land Value	\$11,857	\$11,577	\$11,964	\$11,692
+ Taxable Building Value	\$0	\$0	\$0	\$0
+ Taxable Dwelling Value	\$69,107	\$67,444	\$69,702	\$68,113
= Gross Taxable Value	\$80,964	\$79,021	\$81,666	\$79,805
- Military Credit	\$0	\$0	\$0	\$0
= Net Taxable Value	\$80,964	\$79,021	\$81,666	\$79,805
x Levy Rate (per \$1000 of value)	33.00838	33.14094	32.53716	33.22510
= Gross Taxes Due	\$2,672.49	\$2,618.83	\$2,657.18	\$2,651.00
- Ag Land Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Family Farm Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Homestead Credit	(\$160.09)	(\$160.73)	(\$157.81)	(\$161.14)
- Disabled and Senior Citizens Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Business Property Credit	\$0.00	\$0.00	\$0.00	\$0.00
= Net Taxes Due	\$2,512.40	\$2,458.10	\$2,499.37	\$2,489.86

**Tax History**

Year	Due Date	Amount	Paid	Date Paid	Receipt
2020	March 2022	\$1,256	No		373313
	September 2021	\$1,256	Yes	9/20/2021	
2019	March 2021	\$1,229	Yes	3/12/2021	221578
	September 2020	\$1,229	Yes	9/21/2020	
2018	March 2020	\$1,250	Yes	3/10/2020	067926
	September 2019	\$1,250	Yes	9/20/2019	
2017	March 2019	\$1,245	Yes	3/20/2019	067926
	September 2018	\$1,245	Yes	9/19/2018	
2016	March 2018	\$1,274	Yes	3/14/2018	067926
	September 2017	\$1,274	Yes	9/28/2017	

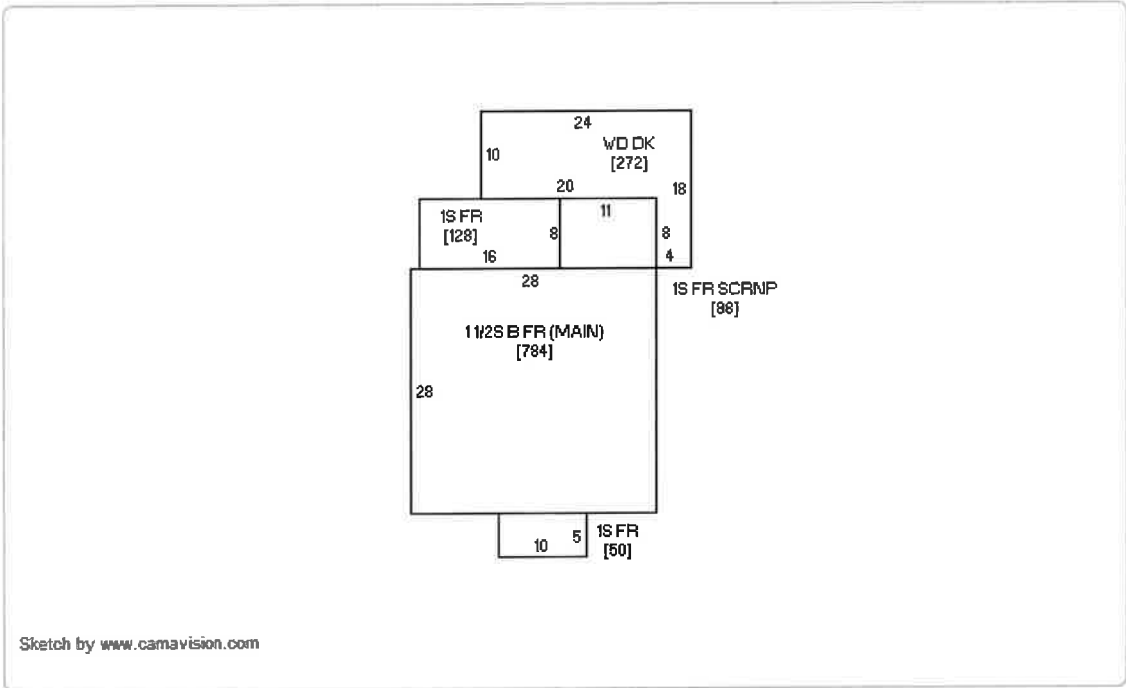
**Pay Property Taxes**

[Click here to pay property taxes for this parcel.](#)

**Photos**



Sketches



Show Deed/Contract

[Show Deed/Contract](#)

Map



**Polling Location**

View Polling Location

**Recent Sales In Area**

**Sale date range:**

From:

01/05/2019

To:

01/05/2022

Sales by Neighborhood

Sales by Subdivision

1500

Feet ▼

Sales by Distance

**No data available for the following modules: Agricultural Land/CSR, Commercial Buildings, Agricultural Buildings, Exemptions, Tax Sale Certificate, Special Assessments.**

The maps and data available for access at this website are provided "as is" without warranty or any representation of accuracy, timeliness, or completeness.

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[GDPR Privacy Notice](#)



Last Data Upload: 1/4/2022, 10:43:33 PM

Version 2.3.168

**DEPARTMENT OF COMMUNITY DEVELOPMENT**

City of Cedar Falls  
110 E. 13<sup>th</sup> Street  
Cedar Falls, Iowa 50613  
Phone: 319-273-8636  
www.cedarfalls.com

**INTEROFFICE MEMORANDUM*****Recreation & Community Programs Division***

**TO:** Honorable Mayor Robert M. Green and City Council  
**FROM:** J.J. Lillibridge, Recreation & Community Program Manager  
**DATE:** February 14, 2022  
**SUBJECT:** American Red Cross - Licensed Training Provider Agreement

Attached for your approval is the Licensed Training Provider (LTP) Agreement Form from the American Red Cross.

The agreement basically states that The City of Cedar Falls, Department of Community Development, Recreation & Community Programs Division will use only Red Cross-approved materials, use only Instructors who possess current and appropriate Red Cross instructor certification and to teach courses in compliance with the most current Red Cross Training Provider Resource Guide.

The American Red Cross will make course materials available to LTP by digital download or other means, allow LTP access to course records and the ability to download completion certificates, allow LTP to advertise through the American Red Cross's Class Posting Service at an additional fee.

The Department of Community Development – Recreation & Community Programs Division recommends approving and executing this long standing agreement with the American Red Cross. The Recreation & Community Division utilizes this service to hold its Lifeguarding Course, Lifeguarding Re-certification Course and to certify/train pool staff throughout the year. This is a three year agreement between the two organizations.

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

xc: Stephanie Sheetz, Director of Community Development



## **Licensed Training Provider Agreement**

This **Licensed Training Provider Agreement** ("Agreement") is by and between The American National Red Cross ("Red Cross") and City of Cedar Falls (the "LTP") (each a "Party" and together the "Parties"), effective as of the last date of signature set forth below ("Effective Date"), for the purpose of licensing Red Cross training materials and curriculum to LTP in order to permit individuals who are (i) either employees or volunteers of LTP, and (ii) are also Red Cross-certified instructors in good standing ("Instructors"), to deliver instruction in the Red Cross training courses that are included within the product package(s) listed in Appendix B ("Courses") at the locations designated in Appendix C.

### **1. LTP Responsibilities. LTP will:**

- 1.1. Teach Courses using only Red Cross-approved instructional materials and other copyrighted and proprietary educational content as Red Cross may provide from time to time to licensed training providers of Course instruction ("Course Materials"), using only Instructors who possess current, appropriate Red Cross instructor certification for each such Course, and in compliance with the most current Red Cross Training Provider Resource Guide ("Guide"), policies and procedures (collectively, the "Policies")
- 1.2. Before commencing instruction activities under this Agreement, provide Red Cross with a list of all Instructors who will teach Courses on behalf of LTP.
- 1.3. Notify Red Cross within ten (10) business days of any additions to or deletions from LTP's list of Instructors who will teach Courses on behalf of LTP.
- 1.4. Only sponsor, promote, and teach Courses and otherwise perform under this Agreement within the United States of America and its territories ("U.S."), as the Red Cross is only permitted to operate within the U.S.
- 1.5. Permit Red Cross to enter upon LTP's premises and perform random observations of LTP's Courses.
- 1.6. Enter accurate and complete records for each completed Course ("Course Records"), along with all other requested information, into the Red Cross's Learning Management System or any similar, successor system ("LMS") within ten (10) calendar days of each completed scheduling instance of a Course (each such instance hereinafter referred to as a "Class"), and comply with all terms and conditions of the LMS during such use.
- 1.7. Only issue Course completion certificates, using Red Cross-approved systems and forms, to students who have successfully completed a Course that has been administered in compliance with this Agreement (it being understood that Red Cross may invalidate any Course completion certification not issued in conformity with this section 1.7).
- 1.8. Pay all fees payable under this Agreement when due, in accordance with section 5 below.
- 1.9. Obtain and maintain adequate insurance to cover its performance, and the performance of its employees, volunteers, and contractors, under this Agreement, as Red Cross insurance does not extend to LTP or its Instructors.

### **2. License to Course Materials; Access to Red Cross LMS and CPS.**

- 2.1. Red Cross is the owner of Course Materials. Subject to the terms and conditions of this Agreement, Red Cross hereby grants LTP a limited, non-exclusive, non-transferrable, and non-sublicensable license to publicly display and perform, Course Materials solely for the purpose of conducting Courses authorized under this Agreement. LTP may not revise, edit or create derivative works of Course Materials, in whole or in part.



- 2.2. Course Materials will be made available to LTP by digital download or other means as determined by Red Cross. LTP shall only obtain Course Materials for Courses that LTP is authorized to provide, and only through distribution means either authorized or directed by Red Cross.
- 2.3. Red Cross will provide LTP with access to the LMS and an authorized means of digitally downloading and printing Course completion certificates in a form determined by Red Cross. LTP has no right or authorization to design or create its own Course completion certificates.
- 2.4. LTP shall use reasonable efforts to protect the Course Materials from use not permitted under this Agreement. This Agreement does not constitute a transfer of ownership rights in the Course Materials. LTP shall not use facts and information from the Course Materials to create its own courses and course materials.
- 2.5. LTP may, from time to time, at its election, participate in Red Cross's Class Posting Service ("CPS"). Using the CPS, licensed training providers of Red Cross may advertise the availability of courses to prospective students on Red Cross's on-line store, for additional fees. LTP agrees that its participation in the CPS will be governed by the terms and conditions contained in Red Cross's CPS User Guide, as the same may be amended from time to time. Red Cross may suspend or terminate the CPS with respect to all licensed training providers, including LTP, at any time or from time to time, in its sole discretion.

### **3. Use of Names and Marks.**

- 3.1. Red Cross grants LTP the limited, non-exclusive, non-transferable and non-assignable license in the U.S. to use the name and logo of the Red Cross in the format set forth in the Guide (the "Authorized Mark") solely to promote that LTP is an authorized provider of the Courses, and subject to all restrictions herein this Agreement and the Policies.
- 3.2. Except as expressly provided in this Agreement, neither Party may use the other Party's name(s), logos trademarks or other intellectual property in marketing materials, press releases, presentations other than Courses, or otherwise without the advance written consent of the other Party, which consent may be granted or withheld in the other Party's sole discretion.
- 3.3. LTP shall not state or imply that that Red Cross sponsors or endorses LTP's business, products or services generally, or that any other training courses and services other than the Courses, are owned or endorsed by or otherwise associated or affiliated with Red Cross.
- 3.4. LTP shall not (i) create a compound mark with the Authorized Mark or (ii) use the Authorized Mark with any other design, slogan or trademark when such combination would tend to cause confusion as to source or affiliation.
- 3.5. LTP shall not in any instance, use a Greek red cross design in association with its business, goods and/or services.

### **4. Term and Termination.**

- 4.1 This Agreement will be effective as of the Effective Date listed above and ends on the day before the thirty-six (36) month anniversary thereof, unless earlier terminated as provided below.
- 4.2 Red Cross may immediately terminate this Agreement if LTP breaches this Agreement. Red Cross may also terminate this Agreement if LTP breaches the terms of the CPS.
- 4.3 Either Party may terminate this Agreement with advance written notice to the other Party of at least thirty (30) days.
- 4.4 Notwithstanding expiration or any termination of this Agreement, the provisions of this Agreement will continue to govern with respect to any amounts payable to Red Cross for Courses completed prior to such expiration or termination. The Parties' obligations under section 7 below will also survive expiration or any termination of this Agreement.



**5. Fees and Invoicing.**

- 5.1 LTP will remit payment by credit card upon entry of Course Records into LMS; or will be invoiced, if approved. All fees for CPS are non-refundable and will be paid by credit card at the time LTP submits the Class for posting.
- 5.2 For each Class enrollee, LTP will be charged the per student fee that is applicable to that Course. Courses are included within the product package(s) listed on Appendix B. Fees for Courses are set forth in the price list attached to Appendix B.
- 5.3 Red Cross may approve or deny LTP's request to be invoiced at Red Cross's sole discretion. Invoices will be sent via postal mail, may be issued up to four (4) times per month, and will include all transactions submitted in that billing period. Payment in full is due thirty (30) days from the date of each invoice. Past due amounts will be subject to collections actions and may be referred to an external collections agency. In such an event, Red Cross will be entitled to all costs of collection including interest, reasonable attorney's fees and litigation expenses, and collection agency fees and expenses. LTPs with high credit risk or late payments may also result in the suspension or termination of LTP's invoicing privileges at Red Cross's sole discretion. Credit card payment upon submission of Course Records will be required if invoicing privileges are suspended or terminated, and such payment will be a condition to LTP's continued access to Course completion certificates from and after such suspension or termination.
- 5.4 If approved for invoicing, LTP may elect to have invoices delivered electronically to one (1) email address. LTP will provide Red Cross a single valid email address for electronic invoice delivery. LTP will receive a link in the email to a PDF copy of the invoice, which link will expire after thirty (30) days. LTP understands that LTP will not receive an invoice via postal mail after enrollment in electronic invoice delivery.
- 5.5 If LTP desires that invoices issued by Red Cross reflect LTP-issued purchase order numbers, then any such purchase order must be received by Red Cross at least ten (10) business days prior to the Class date; it being understood that under no circumstance will the absence of a LTP-issued purchase order number on any invoice excuse LTP's timely payment of that invoice.
- 5.6 To pay an invoice by credit card or to establish ACH payments, call 888-284-0607. To pay an invoice by check, include the remittance advice showing the LTP account name, customer number and invoice number, and send to:

American Red Cross - Training Services  
25688 Network Place  
Chicago, IL 60673-1256

- 5.7 If LTP desires that Red Cross use LTP's vendor payment portal, Red Cross will not be obligated to pay LTP or any third party any fee or expense for such use, regardless of any provision to the contrary in such portal's terms of use. LTP will, on demand, promptly reimburse Red Cross for any such fee or expense.
- 5.8 If LTP has account balance or invoice questions or concerns, immediately upon receipt of invoice, LTP may email [billing@redcross.org](mailto:billing@redcross.org) or call 888-284-0607 to report and resolve the inquiry.
- 5.9 At least annually, Red Cross will review its national Course price list, and may increase its prices for Courses. Red Cross will notify LTP of any such increase. Such notice (which Red Cross may send to LTP's contact for notices or contact for billing in Appendix A) will specify the date on which the increase will take effect under this Agreement. That date will be at least thirty (30) days after the date of such notice. As of that effective date, prices under this Agreement will automatically be modified to reflect such increase without need for the Parties to take any other action, including (without limitation) the execution of any separate modification of, or amendment to this Agreement.



5.10 If the Red Cross determines that any course offered by the LTP and/or its Instructors is not taught in accordance with Red Cross Policies, the LTP will be responsible for any costs associated with the re-training of course participants. Red Cross, at its sole discretion, will determine the appropriate party to conduct the re-training, which may include the LTP or any Red Cross employee, volunteer, or third-party licensed training provider.

6. **Notices.** Each Party's contacts for notices and billing under this Agreement is listed on Appendix A.

7. **Confidentiality.** Except as required by applicable law or otherwise provided herein, each Party will maintain the confidentiality of all provisions of this Agreement and other confidential information, documents and materials received for the purposes of this Agreement.

8. **Intellectual Property.**

8.1 Red Cross reserves all rights not expressly granted herein, in its registered and common law trademarks, service marks, names, emblems, logos and designs including without limitation, the Authorized Mark (the "Red Cross Marks"), and in the Course Materials in whole or in part (collectively the "Red Cross IP").

8.2 LTP acknowledges and agrees that the Red Cross IP is and shall remain the property of Red Cross, and that the license granted under this Agreement does not constitute a transfer to LTP of any ownership rights in the Red Cross IP. Further, the Parties agree and acknowledge that LTP's use of the Red Cross IP shall inure solely to the benefit of Red Cross.

8.3 LTP shall not commit, or cause any third party to commit, any act challenging, contesting or in any way impairing or attempting to impair Red Cross's right, title and interest in and to the Red Cross IP, including seeking registration of the Red Cross IP in whole or in part, or of any confusingly similar trademark or service mark anywhere in the world or incorporating LTP's business under the Red Cross Marks or any aspect of the Red Cross Marks or any name confusingly similar to the Red Cross Marks.

8.4 Upon the expiration or termination of this Agreement, all rights in the Red Cross IP herein granted to LTP immediately expire, and LTP will immediately cease all use of the Red Cross IP.

9. **Miscellaneous.**

9.1 Severability. In the event any provision of this Agreement is held invalid, illegal or unenforceable (any such provision, an "Invalid Provision") in any jurisdiction, the Red Cross and the LTP shall promptly negotiate in good faith a lawful, valid and enforceable provision that is as similar in terms to such Invalid Provision as may be possible while giving effect to the future benefits and burdens accruing to the Parties hereunder. But, in no way will the Invalid Provision affect the validity or enforceability of any other portion or provision of this Agreement, regardless of the ability of the Parties to negotiate a new provision.

9.2 Independent Contractors. Each Party is an independent contractor with respect to the other, and nothing herein shall create any association, partnership, franchise, or joint venture between the Parties or an employer-employee relationship. No agent, employee or servant of any Party shall be, or shall be deemed to be, the employee, agent or servant of the other Party, and each Party shall be solely and entirely responsible for its acts and the acts of its agents, employees and servants.

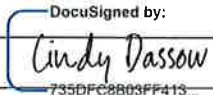
9.3 Assignment. LTP may not assign its rights under this Agreement, or delegate its obligations, in whole or in part, without the prior written consent of Red Cross. Any attempted assignment or delegation in violation of the foregoing will be null and void.





- 9.4 **Governing Law.** The Agreement is governed by the laws of the District of Columbia, without giving effect to its choice or conflict of law rules.
- 9.5 **Inapplicability of Procurement Terms.** This Agreement does not contemplate the sale or supply of goods or services by Red Cross. It is only a limited license in Red Cross IP. It is, therefore, not subject to policies, regulations, terms, conditions, or other requirements of LTP or any third party (including, but not limited to, the Federal Acquisition Regulation and any agency supplement thereto, and the U.S. Office of Management and Budget’s Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) that relate only to suppliers and vendors of goods or services. Under this Agreement, Red Cross will not carry out part of any Federal award received by LTP.
- 9.6 **Data Processing.** Red Cross operates the LMS as a nationwide system of course certification. It does not operate the LMS as a service to, or for the benefit of, LTP. Insofar as Red Cross collects, processes, transmits, stores, or otherwise manages data, including personal data, contained in Course completion records, it will not be doing so for, or on behalf of, or as a service to, LTP. Red Cross retains all rights in and to the LMS and any Course completion records uploaded by LTP into the LMS.
- 9.7 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, understandings and representations, both written and oral, between the Parties with respect to the subject matter of this Agreement.
- 9.8 **Amendments and Waivers.** Amendments, addenda and waivers to this Agreement will be effective only if made, in each case, by a non-preprinted document clearly understood by both Parties to be an amendment, addendum or waiver, as the case may be. Any additional or different terms or conditions contained in any purchase order, confirmation, receipt, invoice, click-through agreement, or similar documents will not be binding on either Party, whether or not such terms and conditions would materially alter this Agreement (and even if the receiving Party has signed or otherwise acknowledged such purchase order, confirmation, receipt, invoice, click-through agreement or similar document), and each Party hereby rejects all such additional or different terms and conditions.

The Parties, acting through their duly authorized officers, have executed this Agreement, which shall come into force as of the Effective Date. Execution of this Agreement confirms LTP’s receipt of the Training Provider Resource Guide, which may be updated from time to time.

LTP Name: <b>City of Cedar Falls</b>	<b>The American National Red Cross</b>
LTP Signature:	Red Cross Signature:
Name:	Name: 
Title:	Title: <small>735DFC8B03FF413...</small>
Date:	Date: <b>2/11/2022</b>
Signature:	
Name:	
Title:	
Date:	

**Licensed Training Provider Agreement  
Appendix A – Contact Information****Licensed Training Provider (LTP) Information****LTP: City of Cedar Falls****LTP Address: 110 E 13TH St.  
Cedar Falls, IA 50613  
US****LTP Fax:****LTP Account Number: 15226CFREC****LTP Contact: Christopher Schoentag****LTP Contact Email: [chris.schoentag@cedarfalls.com](mailto:chris.schoentag@cedarfalls.com)****LTP Contact Phone: (319) 268-5526****Extension:****(NOTE: All Billing Contact information MUST be completed for a specific individual; not a system/generic email)****LTP Billing Contact Name: Christopher Schoentag****LTP Billing Contact Phone: (319) 268-5526****Extension:****LTP Billing Contact Email: [chris.schoentag@cedarfalls.com](mailto:chris.schoentag@cedarfalls.com)****LTP Billing Address: 220 Clay St.****Cedar Falls, IA 50613  
US****LTP DUNS Number:****Email for Invoice Delivery (if electing electronic invoice delivery):****Notices to be delivered to LTP Contact, above.****Red Cross Strategic Account Executive****Name: Cindy Dassow****Phone: (309) 357-3459****Ext.:****Email: [cindy.dassow@redcross.org](mailto:cindy.dassow@redcross.org)****Legal Notice to be delivered to your Red Cross Strategic Account Executive with a copy to The American National Red Cross, Office of the General Counsel at 431 18<sup>TH</sup> Street NW, Washington, DC 20006.**

### Appendix B – Product Packages and Price List

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**Product Packages(s)**


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AP/LTP-Lifeguarding

AP/LTP-Babysitters Training

AP/LTP-Basic Life Support

AP/LTP-Bloodborne Pathogens

AP/LTP-CPR/AED for the Prof Rescuer

AP/LTP-FA/CPR/AED

AP/LTP-FA/CPR/AED Add-Ons

CPS-Lifeguarding-Fee Exempt

#### (Price List Attached)

Additional Product Packages can be added as needed. Please contact your Red Cross representative as listed on Appendix A.

#### Learn to Swim (LTS) Facility Fee - per pool(s) Location

Annual Volume of Enrollees LTS Facility Fee (required to teach LTS Program)	Facilities that offer Red Cross Lifeguarding	Facilities that do not offer Red Cross Lifeguarding	Completion Cards Included
0-75	\$200	\$240	75
76-500	\$300	\$360	500
501-999	\$650	\$780	1000
1000+	\$975	\$1,170	1500

Customers with Partner Access may register for LTS and pay the LTS facility fee by submitting a request through the American Red Cross Learning Center: <https://www.redcrosslearningcenter.org>

Partner Access can be requested through your Red Cross representative as listed on Appendix A.

Customers without Partner Access can call 1-800-RED-CROSS (800-733-2767) to register and pay via credit card by phone.

#### Equipment and Materials

Training equipment, materials and other supplies may be purchased through your Red Cross representative as listed on Appendix A. or [www.RedCrossStore.org](http://www.RedCrossStore.org).

#### Method of Payment

Preferred Payment Type

Credit/Debit Card



Price List	SKU	Product	UOM	Price
AP/LTP-FA/CP/AED	AP-HSSBBP101-OL	Bloodborne Pathogens-OL	Each	28.00
AP/LTP-FA/CP/AED	AP-HSSBBP101-OL-r.21	Bloodborne Pathogens-OL	Each	28.00
AP/LTP-FA/CP/AED	AP-HSSCCPR101	Hands-Only CPR	Each	0.00
AP/LTP-FA/CP/AED	AP-HSSCCPR701	Hands-Only CPR Presenter Training	Each	0.00
AP/LTP-FA/CP/AED	AP-HSSPPFA201-OL	Cat and Dog First Aid-OL	Each	20.00
AP/LTP-FA/CP/AED	AP-HSSSFA101	First Aid	Each	27.00
AP/LTP-FA/CP/AED	AP-HSSSFA101-OL	Returning to Work During COVID-19: Safe Work Practices Online for AP	Each	16.00
AP/LTP-FA/CP/AED	AP-HSSSFA101-r.21	First Aid	Each	27.00
AP/LTP-FA/CP/AED	AP-HSSSFA101C	First Aid Challenge	Each	27.00
AP/LTP-FA/CP/AED	AP-HSSSFA101C-r.21	First Aid Challenge	Each	27.00
AP/LTP-FA/CP/AED	AP-HSSSFA101R	First Aid Review	Each	27.00
AP/LTP-FA/CP/AED	AP-HSSSFA101R-r.21	First Aid Review	Each	27.00
AP/LTP-FA/CP/AED	AP-HSSSFA102	Adult CPR	Each	27.00
AP/LTP-FA/CP/AED	AP-HSSSFA102-r.21	Adult CPR	Each	27.00
AP/LTP-FA/CP/AED	AP-HSSSFA102C	Adult CPR Challenge	Each	27.00
AP/LTP-FA/CP/AED	AP-HSSSFA102C-r.21	Adult CPR Challenge	Each	27.00
AP/LTP-FA/CP/AED	AP-HSSSFA102R	Adult CPR Review	Each	27.00
AP/LTP-FA/CP/AED	AP-HSSSFA102R-r.21	Adult CPR Review	Each	27.00
AP/LTP-FA/CP/AED	AP-HSSSFA103	Child CPR	Each	27.00
AP/LTP-FA/CP/AED	AP-HSSSFA103-r.21	Child CPR	Each	27.00
AP/LTP-FA/CP/AED	AP-HSSSFA103C	Child CPR Challenge	Each	27.00
AP/LTP-FA/CP/AED	AP-HSSSFA103C-r.21	Child CPR Challenge	Each	27.00
AP/LTP-FA/CP/AED	AP-HSSSFA103R	Child CPR Review	Each	27.00
AP/LTP-FA/CP/AED	AP-HSSSFA103R-r.21	Child CPR Review	Each	27.00
AP/LTP-FA/CP/AED	AP-HSSSFA104	Infant CPR	Each	27.00
AP/LTP-FA/CP/AED	AP-HSSSFA104-r.21	Infant CPR	Each	27.00
AP/LTP-FA/CP/AED	AP-HSSSFA104C	Infant CPR Challenge	Each	27.00
AP/LTP-FA/CP/AED	AP-HSSSFA104C-r.21	Infant CPR Challenge	Each	27.00

Item 17.



Price List	SKU	Product	UOM	Price
AP/LTP-FA/CPR/AED	AP-HSSSFA104R	Infant CPR Review	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA104R-r.21	Infant CPR Review	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA105	Adult AED	Each	18.00
AP/LTP-FA/CPR/AED	AP-HSSSFA105-r.21	Adult AED	Each	18.00
AP/LTP-FA/CPR/AED	AP-HSSSFA105C	Adult AED Challenge	Each	18.00
AP/LTP-FA/CPR/AED	AP-HSSSFA105C-r.21	Adult AED Challenge	Each	18.00
AP/LTP-FA/CPR/AED	AP-HSSSFA105R	Adult AED Review	Each	18.00
AP/LTP-FA/CPR/AED	AP-HSSSFA105R-r.21	Adult AED Review	Each	18.00
AP/LTP-FA/CPR/AED	AP-HSSSFA106	Child AED	Each	18.00
AP/LTP-FA/CPR/AED	AP-HSSSFA106-r.21	Child AED	Each	18.00
AP/LTP-FA/CPR/AED	AP-HSSSFA106C	Child AED Challenge	Each	18.00
AP/LTP-FA/CPR/AED	AP-HSSSFA106C-r.21	Child AED Challenge	Each	18.00
AP/LTP-FA/CPR/AED	AP-HSSSFA106R	Child AED Review	Each	18.00
AP/LTP-FA/CPR/AED	AP-HSSSFA106R-r.21	Child AED Review	Each	18.00
AP/LTP-FA/CPR/AED	AP-HSSSFA107	Adult CPR/AED	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA107-r.21	Adult CPR/AED	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA107C	Adult CPR/AED Challenge	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA107C-r.21	Adult CPR/AED Challenge	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA107R	Adult CPR/AED Review	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA107R-r.21	Adult CPR/AED Review	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA108	Child CPR/AED	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA108-r.21	Child CPR/AED	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA108C	Child CPR/AED Challenge	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA108C-r.21	Child CPR/AED Challenge	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA108R	Child CPR/AED Review	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA108R-r.21	Child CPR/AED Review	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA111	First Aid and Bloodborne Pathogens	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA111-r.21	First Aid and Bloodborne Pathogens	Each	35.00

Item 17.



Price List	SKU	Product	UOM	Price
AP/LTP-FA/CPR/AED	AP-HSSSFA111C	First Aid and Bloodborne Pathogens Challenge	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA111C-r.21	First Aid and Bloodborne Pathogens Challenge	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA111R	First Aid and Bloodborne Pathogens Review	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA111R-r.21	First Aid and Bloodborne Pathogens Review	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA112	Adult CPR and Bloodborne Pathogens	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA112-r.21	Adult CPR and Bloodborne Pathogens	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA112C	Adult CPR and Bloodborne Pathogens Challenge	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA112C-r.21	Adult CPR and Bloodborne Pathogens Challenge	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA112R	Adult CPR and Bloodborne Pathogens Review	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA112R-r.21	Adult CPR and Bloodborne Pathogens Review	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA117	Adult CPR/AED and Bloodborne Pathogens	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA117-r.21	Adult CPR/AED and Bloodborne Pathogens	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA117C	Adult CPR/AED and Bloodborne Pathogens Challenge	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA117C-r.21	Adult CPR/AED and Bloodborne Pathogens Challenge	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA117R	Adult CPR/AED and Bloodborne Pathogens Review	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA117R-r.21	Adult CPR/AED and Bloodborne Pathogens Review	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA121	First Aid and Asthma Inhaler	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA121-r.21	First Aid and Asthma	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA121C	First Aid and Asthma Inhaler Challenge	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA121C-r.21	First Aid and Asthma Challenge	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA121R	First Aid and Asthma Inhaler Review	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA121R-r.21	First Aid and Asthma Review	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA122	Adult CPR and Asthma Inhaler	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA122-r.21	Adult CPR and Asthma	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA122C	Adult CPR and Asthma Inhaler Challenge	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA122C-r.21	Adult CPR and Asthma Challenge	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA122R	Adult CPR and Asthma Inhaler Review	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA122R-r.21	Adult CPR and Asthma Review	Each	27.00

Item 17.



Price List	SKU	Product	UOM	Price
AP/LTP-FA/CP/AED	AP-HSSSFA127	Adult CPR/AED and Asthma Inhaler	Each	27.00
AP/LTP-FA/CP/AED	AP-HSSSFA127-r.21	Adult CPR/AED and Asthma	Each	27.00
AP/LTP-FA/CP/AED	AP-HSSSFA127C	Adult CPR/AED and Asthma Inhaler Challenge	Each	27.00
AP/LTP-FA/CP/AED	AP-HSSSFA127C-r.21	Adult CPR/AED and Asthma Challenge	Each	27.00
AP/LTP-FA/CP/AED	AP-HSSSFA127R	Adult CPR/AED and Asthma Inhaler Review	Each	27.00
AP/LTP-FA/CP/AED	AP-HSSSFA127R-r.21	Adult CPR/AED and Asthma Review	Each	27.00
AP/LTP-FA/CP/AED	AP-HSSSFA131	First Aid with Anaphylaxis and Epinephrine Auto-Injector	Each	27.00
AP/LTP-FA/CP/AED	AP-HSSSFA131-r.21	First Aid with Anaphylaxis and Epinephrine Auto-Injector	Each	27.00
AP/LTP-FA/CP/AED	AP-HSSSFA131C	First Aid with Anaphylaxis and Epinephrine Auto-Injector Challenge	Each	27.00
AP/LTP-FA/CP/AED	AP-HSSSFA131C-r.21	First Aid with Anaphylaxis and Epinephrine Auto-Injector Challenge	Each	27.00
AP/LTP-FA/CP/AED	AP-HSSSFA131R	First Aid with Anaphylaxis and Epinephrine Auto-Injector Review	Each	27.00
AP/LTP-FA/CP/AED	AP-HSSSFA131R-r.21	First Aid with Anaphylaxis and Epinephrine Auto-Injector Review	Each	27.00
AP/LTP-FA/CP/AED	AP-HSSSFA132	Adult CPR with Anaphylaxis and Epinephrine Auto-Injector	Each	27.00
AP/LTP-FA/CP/AED	AP-HSSSFA132-r.21	Adult CPR with Anaphylaxis and Epinephrine Auto-Injector	Each	27.00
AP/LTP-FA/CP/AED	AP-HSSSFA132C	Adult CPR with Anaphylaxis and Epinephrine Auto-Injector Challenge	Each	27.00
AP/LTP-FA/CP/AED	AP-HSSSFA132C-r.21	Adult CPR with Anaphylaxis and Epinephrine Auto-Injector Challenge	Each	27.00
AP/LTP-FA/CP/AED	AP-HSSSFA132R	Adult CPR with Anaphylaxis and Epinephrine Auto-Injector Review	Each	27.00
AP/LTP-FA/CP/AED	AP-HSSSFA132R-r.21	Adult CPR with Anaphylaxis and Epinephrine Auto-Injector Review	Each	27.00
AP/LTP-FA/CP/AED	AP-HSSSFA137	Adult CPR/AED with Anaphylaxis and Epinephrine Auto-Injector	Each	27.00
AP/LTP-FA/CP/AED	AP-HSSSFA137-r.21	Adult CPR/AED with Anaphylaxis and Epinephrine Auto-Injector	Each	27.00
AP/LTP-FA/CP/AED	AP-HSSSFA137C	Adult CPR/AED with Anaphylaxis and Epinephrine Auto-Injector Challenge	Each	27.00
AP/LTP-FA/CP/AED	AP-HSSSFA137C-r.21	Adult CPR/AED with Anaphylaxis and Epinephrine Auto-Injector Challenge	Each	27.00
AP/LTP-FA/CP/AED	AP-HSSSFA137R	Adult CPR/AED with Anaphylaxis and Epinephrine Auto-Injector Review	Each	27.00
AP/LTP-FA/CP/AED	AP-HSSSFA137R-r.21	Adult CPR/AED with Anaphylaxis and Epinephrine Auto-Injector Review	Each	27.00
AP/LTP-FA/CP/AED	AP-HSSSFA147	Adult CPR/AED and Administering Emergency Oxygen	Each	35.00
AP/LTP-FA/CP/AED	AP-HSSSFA147-r.21	Adult CPR/AED and Administering Emergency Oxygen	Each	35.00
AP/LTP-FA/CP/AED	AP-HSSSFA147C	Adult CPR/AED and Administering Emergency Oxygen Challenge	Each	35.00
AP/LTP-FA/CP/AED	AP-HSSSFA147C-r.21	Adult CPR/AED and Administering Emergency Oxygen Challenge	Each	35.00

Item 17.



Price List	SKU	Product	UOM	Price
AP/LTP-FA/CPR/AED	AP-HSSSFA147R	Adult CPR/AED and Administering Emergency Oxygen Review	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA147R-r.21	Adult CPR/AED and Administering Emergency Oxygen Review	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA151	First Aid and BBP and Asthma and Epi and AEO	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA151-r.21	First Aid and BBP and Asthma and Epi and AEO	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA151C	First Aid and BBP and Asthma and Epi and AEO Challenge	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA151C-r.21	First Aid and BBP and Asthma and Epi and AEO Challenge	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA151R	First Aid and BBP and Asthma and Epi and AEO Review	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA151R-r.21	First Aid and BBP and Asthma and Epi and AEO Review	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA152	Adult CPR with BBP, Asthma, Epi and AEO	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA152-r.21	Adult CPR with BBP, Asthma, Epi and AEO	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA152C	Adult CPR with BBP, Asthma, Epi and AEO Challenge	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA152C-r.21	Adult CPR with BBP, Asthma, Epi and AEO Challenge	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA152R	Adult CPR with BBP, Asthma, Epi and AEO Review	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA152R-r.21	Adult CPR with BBP, Asthma, Epi and AEO Review	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA157	Adult CPR/AED with BBP, Asthma, Epi and AEO	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA157-r.21	Adult CPR/AED with BBP, Asthma, Epi and AEO	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA157C	Adult CPR/AED with BBP, Asthma, Epi and AEO Challenge	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA157C-r.21	Adult CPR/AED with BBP, Asthma, Epi and AEO Challenge	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA157R	Adult CPR/AED with Bloodborne Pathogens, Asthma Inhaler, Anaphylaxis/Epinephrine	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA157R-r.21	Adult CPR/AED with BBP, Asthma, Epi and AEO Review	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA201	Adult and Child CPR	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA201-r.21	Adult and Child CPR	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA201C	Adult and Child CPR Challenge	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA201C-r.21	Adult and Child CPR Challenge	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA201R	Adult and Child CPR Review	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA201R-r.21	Adult and Child CPR Review	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA202	Adult and Infant CPR	Each	27.00

Item 17.





Price List	SKU	Product	UOM	Price
AP/LTP-FA/CP/AED	AP-HSSSFA202-r.21	Adult and Infant CPR	Each	27.00
AP/LTP-FA/CP/AED	AP-HSSSFA202C	Adult and Infant CPR Challenge	Each	27.00
AP/LTP-FA/CP/AED	AP-HSSSFA202C-r.21	Adult and Infant CPR Challenge	Each	27.00
AP/LTP-FA/CP/AED	AP-HSSSFA202R	Adult and Infant CPR Review	Each	27.00
AP/LTP-FA/CP/AED	AP-HSSSFA202R-r.21	Adult and Infant CPR Review	Each	27.00
AP/LTP-FA/CP/AED	AP-HSSSFA203	Pediatric CPR	Each	27.00
AP/LTP-FA/CP/AED	AP-HSSSFA203-r.21	Pediatric CPR	Each	27.00
AP/LTP-FA/CP/AED	AP-HSSSFA203C	Pediatric CPR Challenge	Each	27.00
AP/LTP-FA/CP/AED	AP-HSSSFA203C-r.21	Pediatric CPR Challenge	Each	27.00
AP/LTP-FA/CP/AED	AP-HSSSFA203R	Pediatric CPR Review	Each	27.00
AP/LTP-FA/CP/AED	AP-HSSSFA203R-r.21	Pediatric CPR Review	Each	27.00
AP/LTP-FA/CP/AED	AP-HSSSFA204	Adult and Child AED	Each	18.00
AP/LTP-FA/CP/AED	AP-HSSSFA204-r.21	Adult and Child AED	Each	18.00
AP/LTP-FA/CP/AED	AP-HSSSFA204C	Adult and Child AED Challenge	Each	18.00
AP/LTP-FA/CP/AED	AP-HSSSFA204C-r.21	Adult and Child AED Challenge	Each	18.00
AP/LTP-FA/CP/AED	AP-HSSSFA204R	Adult and Child AED Review	Each	18.00
AP/LTP-FA/CP/AED	AP-HSSSFA204R-r.21	Adult and Child AED Review	Each	18.00
AP/LTP-FA/CP/AED	AP-HSSSFA205	Adult CPR/AED and Child CPR	Each	27.00
AP/LTP-FA/CP/AED	AP-HSSSFA205-r.21	Adult CPR/AED and Child CPR	Each	27.00
AP/LTP-FA/CP/AED	AP-HSSSFA205C	Adult CPR/AED and Child CPR Challenge	Each	27.00
AP/LTP-FA/CP/AED	AP-HSSSFA205C-r.21	Adult CPR/AED and Child CPR Challenge	Each	27.00
AP/LTP-FA/CP/AED	AP-HSSSFA205R	Adult CPR/AED and Child CPR Review	Each	27.00
AP/LTP-FA/CP/AED	AP-HSSSFA205R-r.21	Adult CPR/AED and Child CPR Review	Each	27.00
AP/LTP-FA/CP/AED	AP-HSSSFA206	Adult CPR/AED and Infant CPR	Each	27.00
AP/LTP-FA/CP/AED	AP-HSSSFA206-r.21	Adult CPR/AED and Infant CPR	Each	27.00
AP/LTP-FA/CP/AED	AP-HSSSFA206C	Adult CPR/AED and Infant CPR Challenge	Each	27.00
AP/LTP-FA/CP/AED	AP-HSSSFA206C-r.21	Adult CPR/AED and Infant CPR Challenge	Each	27.00
AP/LTP-FA/CP/AED	AP-HSSSFA206R	Adult CPR/AED and Infant CPR Review	Each	27.00

Item 17.



Price List	SKU	Product	UOM	Price
AP/LTP-FA/CPRAED	AP-HSSSFA206R-r.21	Adult CPR/AED and Infant CPR Review	Each	27.00
AP/LTP-FA/CPRAED	AP-HSSSFA207	Pediatric CPR/AED	Each	27.00
AP/LTP-FA/CPRAED	AP-HSSSFA207-r.21	Pediatric CPR/AED	Each	27.00
AP/LTP-FA/CPRAED	AP-HSSSFA207C	Pediatric CPR/AED Challenge	Each	27.00
AP/LTP-FA/CPRAED	AP-HSSSFA207C-r.21	Pediatric CPR/AED Challenge	Each	27.00
AP/LTP-FA/CPRAED	AP-HSSSFA207R	Pediatric CPR/AED Review	Each	27.00
AP/LTP-FA/CPRAED	AP-HSSSFA207R-r.21	Pediatric CPR/AED Review	Each	27.00
AP/LTP-FA/CPRAED	AP-HSSSFA208	Adult and Child CPR/AED	Each	27.00
AP/LTP-FA/CPRAED	AP-HSSSFA208-r.21	Adult and Child CPR/AED	Each	27.00
AP/LTP-FA/CPRAED	AP-HSSSFA208C	Adult and Child CPR/AED Challenge	Each	27.00
AP/LTP-FA/CPRAED	AP-HSSSFA208C-r.21	Adult and Child CPR/AED Challenge	Each	27.00
AP/LTP-FA/CPRAED	AP-HSSSFA208R	Adult and Child CPR/AED Review	Each	27.00
AP/LTP-FA/CPRAED	AP-HSSSFA208R-r.21	Adult and Child CPR/AED Review	Each	27.00
AP/LTP-FA/CPRAED	AP-HSSSFA21-r.21	Adult First Aid/CPRAED with Life Threatening Bleeding & Tourniquet Application	Each	40.00
AP/LTP-FA/CPRAED	AP-HSSSFA213	Pediatric CPR with Bloodborne Pathogens	Each	35.00
AP/LTP-FA/CPRAED	AP-HSSSFA213-r.21	Pediatric CPR with Bloodborne Pathogens	Each	35.00
AP/LTP-FA/CPRAED	AP-HSSSFA22-r.21	Adult First Aid/CPRAED with Head, Neck, MBI & Splinting	Each	40.00
AP/LTP-FA/CPRAED	AP-HSSSFA221	Adult and Child First Aid/CPRAED with Anaphylaxis/Epi Auto-Injector	Each	35.00
AP/LTP-FA/CPRAED	AP-HSSSFA221-r.21	Adult and Child First Aid/CPRAED with Anaphylaxis/Epi Auto-Injector	Each	35.00
AP/LTP-FA/CPRAED	AP-HSSSFA301	Adult and Pediatric CPR	Each	27.00
AP/LTP-FA/CPRAED	AP-HSSSFA301-r.21	Adult and Pediatric CPR	Each	27.00
AP/LTP-FA/CPRAED	AP-HSSSFA301C	Adult and Pediatric CPR Challenge	Each	27.00
AP/LTP-FA/CPRAED	AP-HSSSFA301C-r.21	Adult and Pediatric CPR Challenge	Each	27.00
AP/LTP-FA/CPRAED	AP-HSSSFA301R	Adult and Pediatric CPR Review	Each	27.00
AP/LTP-FA/CPRAED	AP-HSSSFA301R-r.21	Adult and Pediatric CPR Review	Each	27.00
AP/LTP-FA/CPRAED	AP-HSSSFA302	Adult CPR/AED with Pediatric CPR	Each	27.00
AP/LTP-FA/CPRAED	AP-HSSSFA302-r.21	Adult CPR/AED with Pediatric CPR	Each	27.00
AP/LTP-FA/CPRAED	AP-HSSSFA302C	Adult CPR/AED with Pediatric CPR Challenge	Each	27.00

Item 17.



Price List	SKU	Product	UOM	Price
AP/LTP-FA/CP/AED	AP-HSSSFA302C-r.21	Adult CPR/AED with Pediatric CPR Challenge	Each	27.00
AP/LTP-FA/CP/AED	AP-HSSSFA302R	Adult CPR/AED and Pediatric CPR Review	Each	27.00
AP/LTP-FA/CP/AED	AP-HSSSFA302R-r.21	Adult CPR/AED and Pediatric CPR Review	Each	27.00
AP/LTP-FA/CP/AED	AP-HSSSFA303	Adult and Pediatric CPR/AED	Each	27.00
AP/LTP-FA/CP/AED	AP-HSSSFA303-r.21	Adult and Pediatric CPR/AED	Each	27.00
AP/LTP-FA/CP/AED	AP-HSSSFA303C	Adult and Pediatric CPR/AED Challenge	Each	27.00
AP/LTP-FA/CP/AED	AP-HSSSFA303C-r.21	Adult and Pediatric CPR/AED Challenge	Each	27.00
AP/LTP-FA/CP/AED	AP-HSSSFA303R	Adult and Pediatric CPR/AED Review	Each	27.00
AP/LTP-FA/CP/AED	AP-HSSSFA303R-r.21	Adult and Pediatric CPR/AED Review	Each	27.00
AP/LTP-FA/CP/AED	AP-HSSSFA304	Adult and Pediatric CPR/AED with Asthma Inhaler and Anaphylaxis/Epinephrine Auto	Each	43.00
AP/LTP-FA/CP/AED	AP-HSSSFA304-r.21	Adult and Pediatric CPR/AED with Asthma & Anaphylaxis/Epinephrine Auto-Injector	Each	43.00
AP/LTP-FA/CP/AED	AP-HSSSFA31-r.21	Adult & Pediatric First Aid/CPR/AED with Life Threatening Bleeding & Tourniquet	Each	40.00
AP/LTP-FA/CP/AED	AP-HSSSFA32-r.21	Adult & Pediatric First Aid/CPR/AED with Head, Neck, MBI & Splinting	Each	40.00
AP/LTP-FA/CP/AED	AP-HSSSFA401	Adult First Aid/CPR	Each	35.00
AP/LTP-FA/CP/AED	AP-HSSSFA401-r.21	Adult First Aid/CPR	Each	35.00
AP/LTP-FA/CP/AED	AP-HSSSFA401C	Adult First Aid/CPR Challenge	Each	35.00
AP/LTP-FA/CP/AED	AP-HSSSFA401C-r.21	Adult First Aid/CPR Challenge	Each	35.00
AP/LTP-FA/CP/AED	AP-HSSSFA401R	Adult First Aid/CPR Review	Each	35.00
AP/LTP-FA/CP/AED	AP-HSSSFA401R-r.21	Adult First Aid/CPR Review	Each	35.00
AP/LTP-FA/CP/AED	AP-HSSSFA402	Child First Aid/CPR	Each	35.00
AP/LTP-FA/CP/AED	AP-HSSSFA402-r.21	Child First Aid/CPR	Each	35.00
AP/LTP-FA/CP/AED	AP-HSSSFA402C	Child First Aid/CPR Challenge	Each	35.00
AP/LTP-FA/CP/AED	AP-HSSSFA402C-r.21	Child First Aid/CPR Challenge	Each	35.00
AP/LTP-FA/CP/AED	AP-HSSSFA402R	Child First Aid/CPR Review	Each	35.00
AP/LTP-FA/CP/AED	AP-HSSSFA402R-r.21	Child First Aid/CPR Review	Each	35.00
AP/LTP-FA/CP/AED	AP-HSSSFA403	Infant First Aid/CPR	Each	35.00

Item 17.



Price List	SKU	Product	UOM	Price
AP/LTP-FA/CP/AED	AP-HSSSFA403-r.21	Infant First Aid/CPR	Each	35.00
AP/LTP-FA/CP/AED	AP-HSSSFA403C	Infant First Aid/CPR Challenge	Each	35.00
AP/LTP-FA/CP/AED	AP-HSSSFA403C-r.21	Infant First Aid/CPR Challenge	Each	35.00
AP/LTP-FA/CP/AED	AP-HSSSFA403R	Infant First Aid/CPR Review	Each	35.00
AP/LTP-FA/CP/AED	AP-HSSSFA403R-r.21	Infant First Aid/CPR Review	Each	35.00
AP/LTP-FA/CP/AED	AP-HSSSFA404	Adult First Aid/CP/AED	Each	35.00
AP/LTP-FA/CP/AED	AP-HSSSFA404-r.21	Adult First Aid/CP/AED	Each	35.00
AP/LTP-FA/CP/AED	AP-HSSSFA404C	Adult First Aid/CP/AED Challenge	Each	35.00
AP/LTP-FA/CP/AED	AP-HSSSFA404C-r.21	Adult First Aid/CP/AED Challenge	Each	35.00
AP/LTP-FA/CP/AED	AP-HSSSFA404R	Adult First Aid/CP/AED Review	Each	35.00
AP/LTP-FA/CP/AED	AP-HSSSFA404R-r.21	Adult First Aid/CP/AED Review	Each	35.00
AP/LTP-FA/CP/AED	AP-HSSSFA405	Child First Aid/CP/AED	Each	35.00
AP/LTP-FA/CP/AED	AP-HSSSFA405-r.21	Child First Aid/CP/AED	Each	35.00
AP/LTP-FA/CP/AED	AP-HSSSFA405C	Child First Aid/CP/AED Challenge	Each	35.00
AP/LTP-FA/CP/AED	AP-HSSSFA405C-r.21	Child First Aid/CP/AED Challenge	Each	35.00
AP/LTP-FA/CP/AED	AP-HSSSFA405R	Child First Aid/CP/AED Review	Each	35.00
AP/LTP-FA/CP/AED	AP-HSSSFA405R-r.21	Child First Aid/CP/AED Review	Each	35.00
AP/LTP-FA/CP/AED	AP-HSSSFA406	Adult and Child CPR/First Aid	Each	35.00
AP/LTP-FA/CP/AED	AP-HSSSFA406-r.21	Adult and Child CPR/First Aid	Each	35.00
AP/LTP-FA/CP/AED	AP-HSSSFA406C	Adult and Child CPR/First Aid Challenge	Each	35.00
AP/LTP-FA/CP/AED	AP-HSSSFA406C-r.21	Adult and Child CPR/First Aid Challenge	Each	35.00
AP/LTP-FA/CP/AED	AP-HSSSFA406R	Adult and Child CPR/First Aid Review	Each	35.00
AP/LTP-FA/CP/AED	AP-HSSSFA406R-r.21	Adult and Child CPR/First Aid Review	Each	35.00
AP/LTP-FA/CP/AED	AP-HSSSFA407	Adult and Infant First Aid/CP/AED	Each	35.00
AP/LTP-FA/CP/AED	AP-HSSSFA407-r.21	Adult and Infant First Aid/CP/AED	Each	35.00
AP/LTP-FA/CP/AED	AP-HSSSFA407C	Adult and Infant First Aid/CP/AED Challenge	Each	35.00
AP/LTP-FA/CP/AED	AP-HSSSFA407C-r.21	Adult and Infant First Aid/CP/AED Challenge	Each	35.00
AP/LTP-FA/CP/AED	AP-HSSSFA407R	Adult and Infant First Aid/CP/AED Review	Each	35.00

Item 17.



Price List	SKU	Product	UOM	Price
AP/LTP-FA/CPRAED	AP-HSSSFA407R-r.21	Adult and Infant First Aid/CPR Review	Each	35.00
AP/LTP-FA/CPRAED	AP-HSSSFA408	Pediatric First Aid/CPR	Each	35.00
AP/LTP-FA/CPRAED	AP-HSSSFA408-r.21	Pediatric First Aid/CPR	Each	35.00
AP/LTP-FA/CPRAED	AP-HSSSFA408C	Pediatric First Aid/CPR Challenge	Each	35.00
AP/LTP-FA/CPRAED	AP-HSSSFA408C-r.21	Pediatric First Aid/CPR Challenge	Each	35.00
AP/LTP-FA/CPRAED	AP-HSSSFA408R	Pediatric First Aid/CPR Review	Each	35.00
AP/LTP-FA/CPRAED	AP-HSSSFA408R-r.21	Pediatric First Aid/CPR Review	Each	35.00
AP/LTP-FA/CPRAED	AP-HSSSFA409	Adult CPR/AED, Child CPR and First Aid	Each	35.00
AP/LTP-FA/CPRAED	AP-HSSSFA409-r.21	Adult CPR/AED, Child CPR and First Aid	Each	35.00
AP/LTP-FA/CPRAED	AP-HSSSFA409C	Adult CPR/AED, Child CPR and First Aid Challenge	Each	35.00
AP/LTP-FA/CPRAED	AP-HSSSFA409C-r.21	Adult CPR/AED, Child CPR and First Aid Challenge	Each	35.00
AP/LTP-FA/CPRAED	AP-HSSSFA409R	Adult CPR/AED, Child CPR and First Aid Review	Each	35.00
AP/LTP-FA/CPRAED	AP-HSSSFA409R-r.21	Adult CPR/AED, Child CPR and First Aid Review	Each	35.00
AP/LTP-FA/CPRAED	AP-HSSSFA410	Adult CPR/AED, Infant CPR and First Aid	Each	35.00
AP/LTP-FA/CPRAED	AP-HSSSFA410-r.21	Adult CPR/AED, Infant CPR and First Aid	Each	35.00
AP/LTP-FA/CPRAED	AP-HSSSFA410C	Adult CPR/AED, Infant CPR and First Aid Challenge	Each	35.00
AP/LTP-FA/CPRAED	AP-HSSSFA410C-r.21	Adult CPR/AED, Infant CPR and First Aid Challenge	Each	35.00
AP/LTP-FA/CPRAED	AP-HSSSFA410R	Adult CPR/AED, Infant CPR and First Aid Review	Each	35.00
AP/LTP-FA/CPRAED	AP-HSSSFA410R-r.21	Adult CPR/AED, Infant CPR and First Aid Review	Each	35.00
AP/LTP-FA/CPRAED	AP-HSSSFA411	Pediatric First Aid/CPR/AED	Each	35.00
AP/LTP-FA/CPRAED	AP-HSSSFA411-r.21	Pediatric First Aid/CPR/AED	Each	35.00
AP/LTP-FA/CPRAED	AP-HSSSFA411C	Pediatric First Aid/CPR/AED Challenge	Each	35.00
AP/LTP-FA/CPRAED	AP-HSSSFA411C-r.21	Pediatric First Aid/CPR/AED Challenge	Each	35.00
AP/LTP-FA/CPRAED	AP-HSSSFA411R	Pediatric First Aid/CPR/AED Review	Each	35.00
AP/LTP-FA/CPRAED	AP-HSSSFA411R-r.21	Pediatric First Aid/CPR/AED Review	Each	35.00
AP/LTP-FA/CPRAED	AP-HSSSFA412	Adult and Child First Aid/CPR/AED	Each	35.00
AP/LTP-FA/CPRAED	AP-HSSSFA412-r.21	Adult and Child First Aid/CPR/AED	Each	35.00
AP/LTP-FA/CPRAED	AP-HSSSFA412C	Adult and Child First Aid/CPR/AED Challenge	Each	35.00

Item 17.



Price List	SKU	Product	UOM	Price
AP/LTP-FA/CP/AED	AP-HSSSFA412C-r.21	Adult and Child First Aid/CP/AED Challenge	Each	35.00
AP/LTP-FA/CP/AED	AP-HSSSFA412R	Adult and Child First Aid/CP/AED Review	Each	35.00
AP/LTP-FA/CP/AED	AP-HSSSFA412R-r.21	Adult and Child First Aid/CP/AED Review	Each	35.00
AP/LTP-FA/CP/AED	AP-HSSSFA413	Adult and Pediatric First Aid/CP/AED	Each	35.00
AP/LTP-FA/CP/AED	AP-HSSSFA413-r.21	Adult and Pediatric First Aid/CP/AED	Each	35.00
AP/LTP-FA/CP/AED	AP-HSSSFA413C	Adult and Pediatric First Aid/CP/AED Challenge	Each	35.00
AP/LTP-FA/CP/AED	AP-HSSSFA413C-r.21	Adult and Pediatric First Aid/CP/AED Challenge	Each	35.00
AP/LTP-FA/CP/AED	AP-HSSSFA413R	Adult and Pediatric First Aid/CP/AED Review	Each	35.00
AP/LTP-FA/CP/AED	AP-HSSSFA413R-r.21	Adult and Pediatric First Aid/CP/AED Review	Each	35.00
AP/LTP-FA/CP/AED	AP-HSSSFA414	Adult CPR/AED, Pediatric CPR and First Aid	Each	35.00
AP/LTP-FA/CP/AED	AP-HSSSFA414-r.21	Adult CPR/AED, Pediatric CPR and First Aid	Each	35.00
AP/LTP-FA/CP/AED	AP-HSSSFA414C	Adult CPR/AED, Pediatric CPR and First Aid Challenge	Each	35.00
AP/LTP-FA/CP/AED	AP-HSSSFA414C-r.21	Adult CPR/AED, Pediatric CPR and First Aid Challenge	Each	35.00
AP/LTP-FA/CP/AED	AP-HSSSFA414R	Adult CPR/AED, Pediatric CPR and First Aid Review	Each	35.00
AP/LTP-FA/CP/AED	AP-HSSSFA414R-r.21	Adult CPR/AED, Pediatric CPR and First Aid Review	Each	35.00
AP/LTP-FA/CP/AED	AP-HSSSFA415	Adult and Pediatric First Aid/CP/AED	Each	35.00
AP/LTP-FA/CP/AED	AP-HSSSFA415-r.21	Adult and Pediatric First Aid/CP/AED	Each	35.00
AP/LTP-FA/CP/AED	AP-HSSSFA415C	Adult and Pediatric First Aid/CP/AED Challenge	Each	35.00
AP/LTP-FA/CP/AED	AP-HSSSFA415C-r.21	Adult and Pediatric First Aid/CP/AED Challenge	Each	35.00
AP/LTP-FA/CP/AED	AP-HSSSFA415R	Adult and Pediatric First Aid/CP/AED Review	Each	35.00
AP/LTP-FA/CP/AED	AP-HSSSFA415R-r.21	Adult and Pediatric First Aid/CP/AED Review	Each	35.00
AP/LTP-FA/CP/AED	AP-HSSSFA416	Adult and Pediatric First Aid/CP/AED and Bloodborne Pathogens	Each	43.00
AP/LTP-FA/CP/AED	AP-HSSSFA416-r.21	Adult and Pediatric First Aid/CP/AED and Bloodborne Pathogens	Each	43.00
AP/LTP-FA/CP/AED	AP-HSSSFA416C	Adult and Pediatric First Aid/CP/AED and Bloodborne Pathogens Challenge	Each	43.00
AP/LTP-FA/CP/AED	AP-HSSSFA416C-r.21	Adult and Pediatric First Aid/CP/AED and Bloodborne Pathogens Challenge	Each	43.00
AP/LTP-FA/CP/AED	AP-HSSSFA416R	Adult and Pediatric First Aid/CP/AED and Bloodborne Pathogens Review	Each	43.00
AP/LTP-FA/CP/AED	AP-HSSSFA416R-r.21	Adult and Pediatric First Aid/CP/AED and Bloodborne Pathogens Review	Each	43.00
AP/LTP-FA/CP/AED	AP-HSSSFA417	Adult First Aid/CP/AED and Bloodborne Pathogens	Each	43.00

Item 17.



Price List	SKU	Product	UOM	Price
AP/LTP-FA/CP/AED	AP-HSSSFA417-r.21	Adult First Aid/CPR and Bloodborne Pathogens	Each	43.00
AP/LTP-FA/CP/AED	AP-HSSSFA417C	Adult First Aid/CPR and Bloodborne Pathogens Challenge	Each	43.00
AP/LTP-FA/CP/AED	AP-HSSSFA417C-r.21	Adult First Aid/CPR and Bloodborne Pathogens Challenge	Each	43.00
AP/LTP-FA/CP/AED	AP-HSSSFA417R	Adult First Aid/CPR and Bloodborne Pathogens Review	Each	43.00
AP/LTP-FA/CP/AED	AP-HSSSFA417R-r.21	Adult First Aid/CPR and Bloodborne Pathogens Review	Each	43.00
AP/LTP-FA/CP/AED	AP-HSSSFA418	Adult First Aid/CP/AED plus Bloodborne Pathogens	Each	43.00
AP/LTP-FA/CP/AED	AP-HSSSFA418-r.21	Adult First Aid/CP/AED plus Bloodborne Pathogens	Each	43.00
AP/LTP-FA/CP/AED	AP-HSSSFA418C	Adult First Aid/CP/AED and Bloodborne Pathogens Challenge	Each	43.00
AP/LTP-FA/CP/AED	AP-HSSSFA418C-r.21	Adult First Aid/CP/AED and Bloodborne Pathogens Challenge	Each	43.00
AP/LTP-FA/CP/AED	AP-HSSSFA418R	Adult First Aid/CP/AED and Bloodborne Pathogens Review	Each	43.00
AP/LTP-FA/CP/AED	AP-HSSSFA418R-r.21	Adult First Aid/CP/AED and Bloodborne Pathogens Review	Each	43.00
AP/LTP-FA/CP/AED	AP-HSSSFA419	Adult and Child First Aid/CPR and Bloodborne Pathogens	Each	43.00
AP/LTP-FA/CP/AED	AP-HSSSFA419-r.21	Adult and Child First Aid/CPR and Bloodborne Pathogens	Each	43.00
AP/LTP-FA/CP/AED	AP-HSSSFA419C	Adult and Child First Aid/CPR and Bloodborne Pathogens Challenge	Each	43.00
AP/LTP-FA/CP/AED	AP-HSSSFA419C-r.21	Adult and Child First Aid/CPR and Bloodborne Pathogens Challenge	Each	43.00
AP/LTP-FA/CP/AED	AP-HSSSFA419R	Adult and Child First Aid/CPR and Bloodborne Pathogens Review	Each	43.00
AP/LTP-FA/CP/AED	AP-HSSSFA419R-r.21	Adult and Child First Aid/CPR and Bloodborne Pathogens Review	Each	43.00
AP/LTP-FA/CP/AED	AP-HSSSFA420	Adult and Child First Aid/CP/AED and Bloodborne Pathogens	Each	43.00
AP/LTP-FA/CP/AED	AP-HSSSFA420-r.21	Adult and Child First Aid/CP/AED and Bloodborne Pathogens	Each	43.00
AP/LTP-FA/CP/AED	AP-HSSSFA420C	Adult and Child First Aid/CP/AED and Bloodborne Pathogens Challenge	Each	43.00
AP/LTP-FA/CP/AED	AP-HSSSFA420C-r.21	Adult and Child First Aid/CP/AED and Bloodborne Pathogens Challenge	Each	43.00
AP/LTP-FA/CP/AED	AP-HSSSFA420R	Adult and Child First Aid/CP/AED and Bloodborne Pathogens Review	Each	43.00
AP/LTP-FA/CP/AED	AP-HSSSFA420R-r.21	Adult and Child First Aid/CP/AED and Bloodborne Pathogens Review	Each	43.00
AP/LTP-FA/CP/AED	AP-HSSSFA421	Adult First Aid, CPR with BBP, Anaphylaxis and Epi	Each	43.00
AP/LTP-FA/CP/AED	AP-HSSSFA421-BL	Adult First Aid, CPR with BBP, Anaphylaxis and Epi- BL	Each	43.00
AP/LTP-FA/CP/AED	AP-HSSSFA421-BL-r.21	Adult First Aid, CPR with BBP, Anaphylaxis and Epi-BL	Each	43.00
AP/LTP-FA/CP/AED	AP-HSSSFA421-r.21	Adult First Aid, CPR with BBP, Anaphylaxis and Epi	Each	43.00
AP/LTP-FA/CP/AED	AP-HSSSFA421C	Adult First Aid, CPR with BBP, Anaphylaxis and Epi- Challenge	Each	43.00

Item 17.



Price List	SKU	Product	UOM	Price
AP/LTP-FA/CPR/AED	AP-HSSSFA421C-r.21	Adult First Aid, CPR with BBP, Anaphylaxis and Epi- Challenge	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA421R	Adult First Aid, CPR with BBP, Anaphylaxis and Epi- Review	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA421R-r.21	Adult First Aid, CPR with BBP, Anaphylaxis and Epi- Review	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA426	Adult and Pediatric First Aid/CPR/AED and Asthma Inhaler	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA426-r.21	Adult and Pediatric FA/CPR/AED with Asthma & Quick-Relief Medication Admin	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA426C	Adult and Pediatric First Aid/CPR/AED and Asthma Inhaler Challenge	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA426C-r.21	Adult and Peds FA/CPR/AED with Asthma & Quick-Relief Medication Admin Challenge	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA426R	Adult and Pediatric First Aid/CPR/AED and Asthma Inhaler Review	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA426R-r.21	Adult and Peds FA/CPR/AED with Asthma & Quick-Relief Medication Admin Review	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA427	Adult First Aid/CPR and Asthma Inhaler	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA427-r.21	Adult First Aid/CPR with Asthma & Quick-Relief Medication Administration	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA427C	Adult First Aid/CPR and Asthma Inhaler Challenge	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA427C-r.21	Adult First Aid/CPR with Asthma & Quick-Relief Medication Admin Challenge	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA427R	Adult First Aid/CPR and Asthma Inhaler Review	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA427R-r.21	Adult FA/CPR with Asthma & Quick-Relief Medication Administration Review	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA428	Adult First Aid/CPR/AED and Asthma Inhaler	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA428-r.21	Adult First Aid/CPR/AED with Asthma & Quick-Relief Medication Administration	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA428C	Adult First Aid/CPR/AED and Asthma Inhaler Challenge	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA428C-r.21	Adult FA/CPR/AED with Asthma & Quick-Relief Medication Admin Challenge	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA428R	Adult First Aid/CPR/AED and Asthma Inhaler Review	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA428R-r.21	Adult First Aid/CPR/AED with Asthma & Quick-Relief Medication Admin Review	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA436	Adult and Pediatric First Aid/CPR/AED with Anaphylaxis and Epinephrine Auto-Inje	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA436-r.21	Adult & Pediatric First Aid/CPR/AED with Anaphylaxis & Epinephrine Auto-Injector	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA436C	Adult and Pediatric First Aid/CPR/AED with Epi Challenge	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA436C-r.21	Adult & Pediatric FA/CPR/AED with Anaphylaxis & Epi Auto-Injector Challenge	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA436R	Adult and Pediatric First Aid/CPR/AED with Anaphylaxis and Epinephrine Auto-Inje	Each	35.00

Item 17.





**American Red Cross**  
Training Services

# Price List

Cedar Falls Recreation Division  
PG-0000125203

Price List	SKU	Product	UOM	Price
AP/LTP-FA/CPR/AED	AP-HSSSFA436R-r.21	Adult & Pediatric First Aid/CPR/AED with Anaphylaxis & Epi Auto-Injector Review	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA437	Adult First Aid/CPR with Anaphylaxis and Epinephrine Auto-Injector	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA437-r.21	Adult First Aid/CPR with Anaphylaxis and Epinephrine Auto-Injector	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA437C	Adult First Aid/CPR with Anaphylaxis and Epinephrine Auto-Injector Challenge	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA437C-r.21	Adult First Aid/CPR with Anaphylaxis and Epinephrine Auto-Injector Challenge	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA437R	Adult First Aid/CPR with Anaphylaxis and Epinephrine Auto-Injector Review	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA437R-r.21	Adult First Aid/CPR with Anaphylaxis and Epinephrine Auto-Injector Review	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA438	Adult First Aid/CPR/AED with Anaphylaxis and Epinephrine Auto-Injector	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA438-r.21	Adult First Aid/CPR/AED with Anaphylaxis and Epinephrine Auto-Injector	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA438C	Adult First Aid/CPR/AED with Anaphylaxis and Epinephrine Auto-Injector Challenge	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA438C-r.21	Adult First Aid/CPR/AED with Anaphylaxis and Epinephrine Auto-Injector Challenge	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA438R	Adult First Aid/CPR/AED with Anaphylaxis and Epinephrine Auto-Injector Review	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA438R-r.21	Adult First Aid/CPR/AED with Anaphylaxis and Epinephrine Auto-Injector Review	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA446	Adult and Pediatric First Aid/CPR/AED and Administering Emergency Oxygen	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA446-r.21	Adult and Pediatric First Aid/CPR/AED and Administering Emergency Oxygen	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA446C	Adult and Pediatric First Aid/CPR/AED & Administering Emergency Oxygen Challenge	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA446C-r.21	Adult and Pediatric First Aid/CPR/AED & Administering Emergency Oxygen Challenge	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA446R	Adult and Pediatric First Aid/CPR/AED and Administering Emergency Oxygen Review	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA446R-r.21	Adult and Pediatric First Aid/CPR/AED and Administering Emergency Oxygen Review	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA447	Adult First Aid/CPR and Administering Emergency Oxygen	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA447-r.21	Adult First Aid/CPR and Administering Emergency Oxygen	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA447C	Adult First Aid/CPR and Administering Emergency Oxygen Challenge	Each	43.00

Item 17.



Price List	SKU	Product	UOM	Price
AP/LTP-FA/CPR/AED	AP-HSSSFA447C-r.21	Adult First Aid/CPR and Administering Emergency Oxygen Challenge	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA447R	Adult First Aid/CPR and Administering Emergency Oxygen Review	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA447R-r.21	Adult First Aid/CPR and Administering Emergency Oxygen Review	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA448	Adult First Aid/CPR/AED and Administering Emergency Oxygen	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA448-r.21	Adult First Aid/CPR/AED and Administering Emergency Oxygen	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA448C	Adult First Aid/CPR/AED and Administering Emergency Oxygen Challenge	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA448C-r.21	Adult First Aid/CPR/AED and Administering Emergency Oxygen Challenge	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA448R	Adult First Aid/CPR/AED and Administering Emergency Oxygen Review	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA448R-r.21	Adult First Aid/CPR/AED and Administering Emergency Oxygen Review	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA450	Adult First Aid/CPR/AED with Asthma, Epi and AEO	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA450-r.21	Adult First Aid/CPR/AED with Asthma, Epi and AEO	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA450C	Adult First Aid/CPR/AED with Asthma, Epi and AEO Challenge	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA450C-r.21	Adult First Aid/CPR/AED with Asthma, Epi and AEO Challenge	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA450R	Adult First Aid/CPR/AED with Asthma, Epi and AEO Review	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA450R-r.21	Adult First Aid/CPR/AED with Asthma, Epi and AEO Review	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA456	Adult and Pediatric First Aid/CPR/AED with BBP, Asthma, Epi, and AEO	Each	45.00
AP/LTP-FA/CPR/AED	AP-HSSSFA456-r.21	Adult and Pediatric First Aid/CPR/AED with BBP, Asthma, Epi, and AEO	Each	45.00
AP/LTP-FA/CPR/AED	AP-HSSSFA456C	Adult and Pediatric First Aid/CPR/AED with BBP, Asthma, Epi, and AEO Challenge	Each	45.00
AP/LTP-FA/CPR/AED	AP-HSSSFA456C-r.21	Adult and Pediatric First Aid/CPR/AED with BBP, Asthma, Epi, and AEO Challenge	Each	45.00
AP/LTP-FA/CPR/AED	AP-HSSSFA456R	Adult and Pediatric First Aid/CPR/AED with BBP, Asthma, Epi, and AEO Review	Each	45.00
AP/LTP-FA/CPR/AED	AP-HSSSFA456R-r.21	Adult and Pediatric First Aid/CPR/AED with BBP, Asthma, Epi, and AEO Review	Each	45.00
AP/LTP-FA/CPR/AED	AP-HSSSFA457	Adult First Aid/CPR with BBP, Asthma, Epi and AEO	Each	45.00
AP/LTP-FA/CPR/AED	AP-HSSSFA457-r.21	Adult First Aid/CPR with BBP, Asthma, Epi and AEO	Each	45.00
AP/LTP-FA/CPR/AED	AP-HSSSFA457C	Adult First Aid/CPR with BBP, Asthma, Epi and AEO Challenge	Each	45.00
AP/LTP-FA/CPR/AED	AP-HSSSFA457C-r.21	Adult First Aid/CPR with BBP, Asthma, Epi and AEO Challenge	Each	45.00
AP/LTP-FA/CPR/AED	AP-HSSSFA457R	Adult First Aid/CPR with BBP, Asthma, Epi and AEO Review	Each	45.00
AP/LTP-FA/CPR/AED	AP-HSSSFA457R-r.21	Adult First Aid/CPR with BBP, Asthma, Epi and AEO Review	Each	45.00
AP/LTP-FA/CPR/AED	AP-HSSSFA458	Adult First Aid/CPR/AED and BBP and Asthma and Epi and AEO	Each	45.00

Item 17.



Price List	SKU	Product	UOM	Price
AP/LTP-FA/CPR/AED	AP-HSSSFA458-r.21	Adult First Aid/CPR/AED and BBP and Asthma and Epi and AEO	Each	45.00
AP/LTP-FA/CPR/AED	AP-HSSSFA459	Adult and Pediatric First Aid/CPR and Bloodborne Pathogens Training	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA459-r.21	Adult and Pediatric First Aid/CPR and Bloodborne Pathogens Training	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA459C	Adult and Pediatric First Aid/CPR Challenge and Bloodborne Pathogens Training	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA459C-r.21	Adult and Pediatric First Aid/CPR Challenge and Bloodborne Pathogens Training	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA459R	Adult and Pediatric First Aid/CPR Review and Bloodborne Pathogens Training	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA459R-r.21	Adult and Pediatric First Aid/CPR Review and Bloodborne Pathogens Training	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA460	Adult and Pediatric First Aid/CPR/AED with BBP, Epi, Asthma	Each	45.00
AP/LTP-FA/CPR/AED	AP-HSSSFA460-r.21	Adult and Pediatric First Aid/CPR/AED with BBP, Epi, Asthma	Each	45.00
AP/LTP-FA/CPR/AED	AP-HSSSFA460C	Adult and Pediatric First Aid/CPR/AED with BBP, Epi, Asthma Challenge	Each	45.00
AP/LTP-FA/CPR/AED	AP-HSSSFA460C-r.21	Adult and Pediatric First Aid/CPR/AED with BBP, Epi, Asthma Challenge	Each	45.00
AP/LTP-FA/CPR/AED	AP-HSSSFA460R	Adult and Pediatric First Aid/CPR/AED with BBP, Epi, Asthma Review	Each	45.00
AP/LTP-FA/CPR/AED	AP-HSSSFA460R-r.21	Adult and Pediatric First Aid/CPR/AED with BBP, Epi, Asthma Review	Each	45.00
AP/LTP-FA/CPR/AED	AP-HSSSFA466	Adult and Pediatric First Aid/CPR/AED with BBP and AEO	Each	45.00
AP/LTP-FA/CPR/AED	AP-HSSSFA466-r.21	Adult and Pediatric First Aid/CPR/AED with BBP and AEO	Each	45.00
AP/LTP-FA/CPR/AED	AP-HSSSFA468	Adult First Aid/CPR/AED with Bloodborne Pathogens and AEO	Each	45.00
AP/LTP-FA/CPR/AED	AP-HSSSFA468-r.21	Adult First Aid/CPR/AED with Bloodborne Pathogens and AEO	Each	45.00
AP/LTP-FA/CPR/AED	AP-HSSSFA503	Adult and Pediatric First Aid/CPR/AED with Epi and Asthma	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA503-BL	Adult and Pediatric First Aid/CPR/AED with Epi and Asthma - BL	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA503-BL-r.21	Adult and Pediatric First Aid/CPR/AED with Epi and Asthma-BL	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA503-r.21	Adult and Pediatric First Aid/CPR/AED with Epi and Asthma	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA503C	Adult and Pediatric First Aid/CPR/AED with Epi and Asthma - Challenge	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA503C-r.21	Adult and Pediatric First Aid/CPR/AED with Epi and Asthma - Challenge	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA503R	Adult and Pediatric First Aid/CPR/AED with Epi and Asthma - Review	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA503R-r.21	Adult and Pediatric First Aid/CPR/AED with Epi and Asthma - Review	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA504-OL	Anaphylaxis and Epinephrine Auto-Injector-OL	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA505-OL	Adult CPR/AED Online-OL	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA505-OL-r.21	Adult CPR/AED Online-OL	Each	28.00

Item 17.



Price List	SKU	Product	UOM	Price
AP/LTP-FA/CP/AED	AP-HSSSFA506-OL	First Aid Online Only-OL	Each	28.00
AP/LTP-FA/CP/AED	AP-HSSSFA506-OL-r.21	First Aid Online Only-OL	Each	28.00
AP/LTP-FA/CP/AED	AP-HSSSFA508-OL	First Aid for Severe Bleeding-OL	Each	24.00
AP/LTP-FA/CP/AED	AP-HSSSFA510-BL	First Aid-BL	Each	27.00
AP/LTP-FA/CP/AED	AP-HSSSFA510-BL-r.21	First Aid-BL	Each	27.00
AP/LTP-FA/CP/AED	AP-HSSSFA510BBP-BL	First Aid and Bloodborne Pathogens-BL	Each	35.00
AP/LTP-FA/CP/AED	AP-HSSSFA510BBP-BL-r.21	First Aid and Bloodborne Pathogens-BL	Each	35.00
AP/LTP-FA/CP/AED	AP-HSSSFA511-BL	Adult CPR/AED-BL	Each	27.00
AP/LTP-FA/CP/AED	AP-HSSSFA511-BL-r.21	Adult CPR/AED-BL	Each	27.00
AP/LTP-FA/CP/AED	AP-HSSSFA511BBP-BL	Adult CPR/AED and Bloodborne Pathogens-BL	Each	35.00
AP/LTP-FA/CP/AED	AP-HSSSFA511BBP-BL-r.21	Adult CPR/AED and Bloodborne Pathogens-BL	Each	35.00
AP/LTP-FA/CP/AED	AP-HSSSFA512-BL	Pediatric CPR/AED-BL	Each	27.00
AP/LTP-FA/CP/AED	AP-HSSSFA512-BL-r.21	Pediatric CPR/AED-BL	Each	27.00
AP/LTP-FA/CP/AED	AP-HSSSFA512BBP-BL	Pediatric CPR/AED and Bloodborne Pathogens-BL	Each	35.00
AP/LTP-FA/CP/AED	AP-HSSSFA512BBP-BL-r.21	Pediatric CPR/AED and Bloodborne Pathogens-BL	Each	35.00
AP/LTP-FA/CP/AED	AP-HSSSFA513-BL	Adult and Pediatric CPR/AED - BL	Each	27.00
AP/LTP-FA/CP/AED	AP-HSSSFA513-BL-r.21	Adult and Pediatric CPR/AED-BL	Each	27.00
AP/LTP-FA/CP/AED	AP-HSSSFA513BBP-BL	Adult and Pediatric CPR/AED and Bloodborne Pathogens-BL	Each	43.00
AP/LTP-FA/CP/AED	AP-HSSSFA513BBP-BL-r.21	Adult and Pediatric CPR/AED and Bloodborne Pathogens-BL	Each	43.00
AP/LTP-FA/CP/AED	AP-HSSSFA514-BL	Adult First Aid/CPR/AED-BL	Each	35.00
AP/LTP-FA/CP/AED	AP-HSSSFA514-BL-r.21	Adult First Aid/CPR/AED-BL	Each	35.00
AP/LTP-FA/CP/AED	AP-HSSSFA514BBP-BL	Adult First Aid/CPR/AED and Bloodborne Pathogens-BL	Each	43.00
AP/LTP-FA/CP/AED	AP-HSSSFA514BBP-BL-r.21	Adult First Aid/CPR/AED and Bloodborne Pathogens-BL	Each	43.00
AP/LTP-FA/CP/AED	AP-HSSSFA515-BL	Pediatric First Aid/CPR/AED-BL	Each	35.00
AP/LTP-FA/CP/AED	AP-HSSSFA515-BL-r.21	Pediatric First Aid/CPR/AED-BL	Each	35.00
AP/LTP-FA/CP/AED	AP-HSSSFA515BBP-BL	Pediatric First Aid/CPR/AED and Bloodborne Pathogens-BL	Each	43.00
AP/LTP-FA/CP/AED	AP-HSSSFA515BBP-BL-r.21	Pediatric First Aid/CPR/AED and Bloodborne Pathogens-BL	Each	43.00
AP/LTP-FA/CP/AED	AP-HSSSFA516-BL	Adult and Pediatric First Aid/CPR/AED-BL	Each	35.00

Item 17.



Price List	SKU	Product	UOM	Price
AP/LTP-FA/CPRAED	AP-HSSSFA516-BL-r.21	Adult and Pediatric First Aid/CPRAED-BL	Each	35.00
AP/LTP-FA/CPRAED	AP-HSSSFA516BBP-BL	Adult and Pediatric First Aid/CPRAED and Bloodborne Pathogens-BL	Each	43.00
AP/LTP-FA/CPRAED	AP-HSSSFA516BBP-BL-r.21	Adult and Pediatric First Aid/CPRAED and Bloodborne Pathogens-BL	Each	43.00
AP/LTP-FA/CPRAED	AP-HSSSFA517-OL	First Aid for Opioid Overdoses-OL	Each	24.00
AP/LTP-FA/CPRAED	AP-HSSSFA702-OL	Adult First Aid/CPRAED Online-OL	Each	28.00
AP/LTP-FA/CPRAED	AP-HSSSFA702-OL-r.21	Adult First Aid/CPRAED Online-OL	Each	28.00
AP/LTP-FA/CPRAED	AP-HSSSFA703-OL	Child and Baby First Aid/CPRAED Online-OL	Each	28.00
AP/LTP-FA/CPRAED	AP-HSSSFA703-OL-r.21	Child and Baby First Aid/CPRAED Online-OL	Each	28.00
AP/LTP-FA/CPRAED	AP-HSSSFA704-OL	Adult, Child and Baby First Aid/CPRAED Online-OL for AP	Each	28.00
AP/LTP-FA/CPRAED	AP-HSSSFA704-OL-r.21	Adult, Child and Baby First Aid/CPRAED Online-OL for AP	Each	28.00
AP/LTP-FA/CPRAED	AP-HSSSFA710	1 Year Provisional First Aid Skill Session	Each	6.00
AP/LTP-FA/CPRAED	AP-HSSSFA710-r.21	First Aid Skills Session	Each	6.00
AP/LTP-FA/CPRAED	AP-HSSSFA711	1 Year Provisional Adult CPR/AED Skill Session	Each	6.00
AP/LTP-FA/CPRAED	AP-HSSSFA711-r.21	Adult CPR/AED Skills Session	Each	6.00
AP/LTP-FA/CPRAED	AP-HSSSFA713	1 Year Provisional Adult and Pediatric CPR/AED Skill Session	Each	6.00
AP/LTP-FA/CPRAED	AP-HSSSFA713-OL-r.21	Adult and Pediatric CPR/AED-OL	Each	18.00
AP/LTP-FA/CPRAED	AP-HSSSFA713-r.21	Adult and Pediatric CPR/AED Skills Session	Each	6.00
AP/LTP-FA/CPRAED	AP-HSSSFA714	1 Year Provisional Adult First Aid/CPRAED Skill Session	Each	11.00
AP/LTP-FA/CPRAED	AP-HSSSFA714-r.21	Adult First Aid/CPRAED Skills Session	Each	11.00
AP/LTP-FA/CPRAED	AP-HSSSFA716	1 Year Provisional Adult and Pediatric First Aid/CPRAED Skill Session	Each	11.00
AP/LTP-FA/CPRAED	AP-HSSSFA716-r.21	Adult and Pediatric First Aid/CPRAED Skills Session	Each	11.00
AP/LTP-FA/CPRAED	AP-HSSSFA717-r.21	Pediatric First Aid/CPRAED Skills Session	Each	11.00
AP/LTP-FA/CPRAED	AP-HSSSFA750	First Aid for Public Safety Personnel (Title 22)	Each	43.00
AP/LTP-FA/CPRAED	AP-HSSSFA750R	First Aid for Public Safety Personnel (Title 22) Review	Each	43.00
AP/LTP-FA/CPRAED	AP-HSSSFA801-BL-r.21	First Aid/CPRAED Instructor-BL	Each	42.00
AP/LTP-FA/CPRAED	AP-HSSSFA803-BL	Adult and Pediatric CPR/AED with Virtual Skills	Each	27.00
AP/LTP-FA/CPRAED	AP-HSSSFA803-BL-r.21	Adult and Pediatric CPR/AED with Virtual Skills-BL	Each	27.00
AP/LTP-FA/CPRAED	AP-HSSSFA810-BL	First Aid with Virtual Skills	Each	27.00

Item 17.



Price List	SKU	Product	UOM	Price
AP/LTP-FA/CPR/AED	AP-HSSSFA810-BL-r.21	First Aid with Virtual Skills-BL	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA811-BL	Adult CPR/AED with Virtual Skills	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA811-BL-r.21	Adult CPR/AED with Virtual Skills-BL	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA814-BL	Adult First Aid/CPR/AED with Virtual Skills	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA814-BL-r.21	Adult First Aid/CPR/AED with Virtual Skills-BL	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA816-BL	Adult and Pediatric First Aid/CPR/AED with Virtual Skills	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA816-BL-r.21	Adult and Pediatric First Aid/CPR/AED with Virtual Skills-BL	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA822-BL-r.21	First Aid/CPR/AED Instructor Bridge-BL	Each	40.00
AP/LTP-FA/CPR/AED	AP-HSSSFA900-r.21	Opioid Overdose and Naloxone Administration-Nasal Spray	Each	12.00
AP/LTP-FA/CPR/AED	AP-HSSSFA902-r.21	Anaphylaxis and Epinephrine Auto-Injector Administration	Each	12.00
AP/LTP-FA/CPR/AED	AP-HSSSFA903-r.21	Asthma and Quick-Relief Medication Administration	Each	12.00
AP/LTP-FA/CPR/AED	AP-HSSSFA904-r.21	Head, Neck, Muscle, Bone and Joint Injuries and Splinting	Each	12.00
AP/LTP-FA/CPR/AED	AP-HSSSFA905-r.21	Life Threatening Bleeding and Tourniquet Application	Each	12.00
AP/LTP-FA/CPR/AED	AP-HSSSFA920-r.21	Adult First Aid/CPR/AED with Opioid Overdose and Naloxone Admin-Nasal Spray	Each	40.00
AP/LTP-FA/CPR/AED	AP-HSSSFA926-r.21	Adult & Pediatric First Aid/CPR/AED with Asthma & Quick-Relief Medication	Each	40.00
AP/LTP-FA/CPR/AED	AP-HSSSFA930-r.21	Adult & Pediatric First Aid/CPR/AED, Opioid Overdose & Naloxone-Nasal Spray	Each	40.00
AP/LTP-FA/CPR/AED	AP-HSSSFA936-r.21	Adult & Pediatric First Aid/CPR/AED with Anaphylaxis & Epinephrine	Each	40.00
AP/LTP-FA/CPR/AED	AP-HSSSFA938-r.21	Adult & Pediatric FA/CPR/AED with Anaphylaxis & Epinephrine Auto Injector	Each	40.00
AP/LTP-FA/CPR/AED	AP-HSSSFA939-r.21	Opioid Overdose and Naloxone Administration-Nasal Atomizer	Each	12.00
AP/LTP-FA/CPR/AED	AP-HSSSFA940-r.21	Adult First Aid/CPR/AED with Opioid Overdose and Naloxone Admin-Nasal Atomizer	Each	40.00
AP/LTP-FA/CPR/AED	AP-HSSSFA941-r.21	Adult & Pediatric First Aid/CPR/AED, Opioid Overdose & Naloxone-Nasal Atomizer	Each	40.00
AP/LTP-FA/CPR/AED	AP-HSSSST201-OL	First Aid, Health and Safety for Coaches-OL	Each	44.00
AP/LTP-FA/CPR/AED Add-Ons	AP-HSSSFA501	Anaphylaxis and Epinephrine Auto-Injector	Each	15.00
AP/LTP-FA/CPR/AED Add-Ons	AP-HSSSFA501-r.21	Anaphylaxis and Epinephrine Auto-Injector Administration	Each	15.00
AP/LTP-FA/CPR/AED Add-Ons	AP-HSSSFA502	Asthma Inhaler Training	Each	15.00
AP/LTP-FA/CPR/AED Add-Ons	AP-HSSSFA502-r.21	Asthma and Quick-Relief Medication Administration	Each	15.00
AP/LTP-CPR/AED for the Prof				



Price List	SKU	Product	UOM	Price
Rescuer	AP-HSSPRO101	CPR/AED for the Professional Rescuer	Each	32.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO101-BL	CPR/AED for Professional Rescuers-BL	Each	32.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO101C	CPR/AED for Professional Rescuers Challenge	Each	32.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO101R	CPR/AED for Professional Rescuers Review	Each	32.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO109	CPR/AED for Professional Rescuers with AEO, BBP, Asthma and Epi	Each	40.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO109C	CPR/AED for Professional Rescuers with AEO, BBP, Asthma, Epi Challenge	Each	40.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO109R	CPR/AED for Professional Rescuers with AEO, BBP, Asthma and Epi Review	Each	40.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO110	CPR/AED for Professional Rescuers with Administering Emergency Oxygen and First	Each	32.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO110C	CPR/AED for Professional Rescuers with Administering Emergency Oxygen and First	Each	32.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO110R	CPR/AED for Professional Rescuers with AEO and First Aid Review	Each	32.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO111	CPR/AED for Professional Rescuers and Bloodborne Pathogens	Each	32.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO111C	CPR/AED for Professional Rescuers and Bloodborne Pathogens Challenge	Each	32.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO111R	CPR/AED for Professional Rescuers and Bloodborne Pathogens Review	Each	32.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO112	CPR/AED for Professional Rescuers with BBP, Asthma and Epi	Each	40.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO112-BL	CPR/AED for Professional Rescuers with BBP, Asthma and Epi-BL	Each	40.00

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Price List	SKU	Product	UOM	Price
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO112C	CPR/AED for Professional Rescuers with BBP, Asthma and Epi Challenge	Each	40.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO112R	CPR/AED for Professional Rescuers with BBP, Asthma and Epi Review	Each	40.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO201	CPR/AED for Professional Rescuers and Responding to Emergencies First Aid	Each	32.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO201C	CPR/AED for Professional Rescuers and Responding to Emergencies First Aid Challenge	Each	32.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO201R	CPR/AED for Professional Rescuers and Responding to Emergencies First Aid Review	Each	32.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO202	CPR/AED for Professional Rescuers with Administering Emergency Oxygen	Each	32.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO202C	CPR/AED for Professional Rescuers with Administering Emergency Oxygen Challenge	Each	32.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO202R	CPR/AED for Professional Rescuers with Administering Emergency Oxygen Review	Each	32.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO203	CPR/AED for Professional Rescuers with RTE, BBP, Epi, and Asthma	Each	40.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO203C	CPR/AED for Professional Rescuers with RTE, BBP, Epi, and Asthma Challenge	Each	40.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO203R	CPR/AED for Professional Rescuers with RTE, BBP, Epi, and Asthma Review	Each	40.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO301	CPR/AED for Professional Rescuers and Responding to Emergencies Bundle (Includes	Each	40.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO301c	CPR/AED for Professional Rescuers and Responding to Emergencies Bundle Challenge	Each	40.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO301R	CPR/AED for Professional Rescuers and Responding to Emergencies Bundle Review	Each	40.00
AP/LTP-CPR/AED for the Prof Rescuer				





Price List	SKU	Product	UOM	Price
Rescuer	AP-HSSPRO401	CPR/AED for Professional Rescuers with First Aid	Each	32.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO401C	CPR/AED for Professional Rescuers with First Aid Challenge	Each	32.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO401R	CPR/AED for Professional Rescuers with First Aid Review	Each	32.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO402	CPR/AED for Professional Rescuers with First Aid, BBP and AEO	Each	32.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO402C	CPR/AED for Professional Rescuers with First Aid, BBP and AEO Challenge	Each	32.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO402R	CPR/AED for Professional Rescuers with First Aid, BBP and AEO Review	Each	32.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO403	CPR/AED for Professional Rescuers with First Aid and BBP	Each	32.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO403C	CPR/AED for Professional Rescuers with First Aid and BBP Challenge	Each	32.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO403R	CPR/AED for Professional Rescuers with First Aid and BBP Review	Each	32.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO801-BL	CPR/AED for Professional Rescuers Instructor-BL	Each	40.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO821-BL	CPR/AED for Professional Rescuers Instructor Crossover/Re-entry-BL	Each	40.00
AP/LTP-Lifeguarding	AP-HSSAQU101	Junior Lifeguarding	Each	15.00
AP/LTP-Lifeguarding	AP-HSSAQU351	Aquatic Attraction Lifeguarding (Water Less than or equal to 3 ft)	Each	41.00
AP/LTP-Lifeguarding	AP-HSSAQU351R	Aquatic Attraction Lifeguarding (Water Less than or equal to 3 ft) Review	Each	41.00
AP/LTP-Lifeguarding	AP-HSSAQU361	Aquatic Attraction LG (Water Less than or equal to 3ft) Bridge to Lifeguarding	Each	24.00
AP/LTP-Lifeguarding	AP-HSSAQU362	Aquatic Attraction LG(Water Less than or equal to 3ft)Bridge to Shallow Water LG	Each	24.00
AP/LTP-Lifeguarding	AP-HSSAQU363	Aquatic Attraction Lifeguarding (Water Less than or equal to 3 ft) and BBP	Each	43.00
AP/LTP-Lifeguarding	AP-HSSAQU363R	Aquatic Attraction Lifeguarding (Water Less than or equal to 3 ft) & BBP Review	Each	43.00
AP/LTP-Lifeguarding	AP-HSSAQU364	Aquatic Attraction Lifeguarding and Administering Emergency Oxygen	Each	43.00

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Price List	SKU	Product	UOM	Price
AP/LTP-Lifeguarding	AP-HSSAQU364R	Aquatic Attraction Lifeguarding and Administering Emergency Oxygen Review	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU401	Shallow Water Lifeguarding	Each	41.00
AP/LTP-Lifeguarding	AP-HSSAQU401-BL	Shallow Water Lifeguarding-BL	Each	41.00
AP/LTP-Lifeguarding	AP-HSSAQU401R	Shallow Water Lifeguarding Review	Each	41.00
AP/LTP-Lifeguarding	AP-HSSAQU402	Lifeguarding	Each	41.00
AP/LTP-Lifeguarding	AP-HSSAQU402-BL	Lifeguarding-BL	Each	41.00
AP/LTP-Lifeguarding	AP-HSSAQU402R	Lifeguarding Review	Each	41.00
AP/LTP-Lifeguarding	AP-HSSAQU403	Waterfront Skills	Each	24.00
AP/LTP-Lifeguarding	AP-HSSAQU403R	Waterfront Skills Review	Each	24.00
AP/LTP-Lifeguarding	AP-HSSAQU404	Waterpark Skills	Each	24.00
AP/LTP-Lifeguarding	AP-HSSAQU404R	Waterpark Skills Review	Each	24.00
AP/LTP-Lifeguarding	AP-HSSAQU405-OL	Lifeguard Management Online-OL	Each	96.00
AP/LTP-Lifeguarding	AP-HSSAQU406	Shallow Water Lifeguarding to Lifeguarding	Each	41.00
AP/LTP-Lifeguarding	AP-HSSAQU407	Lifeguarding and Bloodborne Pathogens Training	Each	43.00
AP/LTP-Lifeguarding	AP-HSSAQU407-BL	Lifeguarding and Bloodborne Pathogens Training-BL	Each	43.00
AP/LTP-Lifeguarding	AP-HSSAQU407R	Lifeguarding and Bloodborne Pathogens Training Review	Each	43.00
AP/LTP-Lifeguarding	AP-HSSAQU408	Lifeguarding and Emergency Oxygen	Each	43.00
AP/LTP-Lifeguarding	AP-HSSAQU408-BL	Lifeguarding and Emergency Oxygen-BL	Each	43.00
AP/LTP-Lifeguarding	AP-HSSAQU408R	Lifeguarding and Emergency Oxygen Review	Each	43.00
AP/LTP-Lifeguarding	AP-HSSAQU409	Lifeguarding and Waterpark Skills	Each	43.00
AP/LTP-Lifeguarding	AP-HSSAQU409-BL	Lifeguarding and Waterpark Skills-BL	Each	43.00
AP/LTP-Lifeguarding	AP-HSSAQU409R	Lifeguarding and Waterpark Skills Review	Each	43.00
AP/LTP-Lifeguarding	AP-HSSAQU410	Lifeguarding and Waterfront Skills	Each	43.00
AP/LTP-Lifeguarding	AP-HSSAQU410-BL	Lifeguarding and Waterfront Skills-BL	Each	43.00
AP/LTP-Lifeguarding	AP-HSSAQU410R	Lifeguarding and Waterfront Skills Review	Each	43.00
AP/LTP-Lifeguarding	AP-HSSAQU411	Lifeguarding, Waterpark and Bloodborne Pathogens	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU411-BL	Lifeguarding, Waterpark and Bloodborne Pathogens-BL	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU411R	Lifeguarding, Waterpark and Bloodborne Pathogens Review	Each	45.00

Item 17.



Price List	SKU	Product	UOM	Price
AP/LTP-Lifeguarding	AP-HSSAQU412	Lifeguarding, Waterfront and Bloodborne Pathogens	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU412-BL	Lifeguarding, Waterfront and Bloodborne Pathogens-BL	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU412R	Lifeguarding, Waterfront and Bloodborne Pathogens Review	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU414	Lifeguarding, Waterpark and Emergency Oxygen	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU414-BL	Lifeguarding, Waterpark and Emergency Oxygen-BL	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU414R	Lifeguarding, Waterpark and Emergency Oxygen Review	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU415	Lifeguarding, Waterfront and Emergency Oxygen	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU415-BL	Lifeguarding, Waterfront and Emergency Oxygen-BL	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU415R	Lifeguarding, Waterfront and Emergency Oxygen Review	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU416	Shallow Water Lifeguarding & Bloodborne Pathogens	Each	43.00
AP/LTP-Lifeguarding	AP-HSSAQU416-BL	Shallow Water Lifeguarding & Bloodborne Pathogens-BL	Each	43.00
AP/LTP-Lifeguarding	AP-HSSAQU416R	Shallow Water Lifeguarding & Bloodborne Pathogens Review	Each	43.00
AP/LTP-Lifeguarding	AP-HSSAQU417	Shallow Water Lifeguarding & Emergency Oxygen	Each	43.00
AP/LTP-Lifeguarding	AP-HSSAQU417-BL	Shallow Water Lifeguarding & Emergency Oxygen-BL	Each	43.00
AP/LTP-Lifeguarding	AP-HSSAQU417R	Shallow Water Lifeguarding & Emergency Oxygen Review	Each	43.00
AP/LTP-Lifeguarding	AP-HSSAQU418	Shallow Water Lifeguarding & Waterpark Skills	Each	43.00
AP/LTP-Lifeguarding	AP-HSSAQU418-BL	Shallow Water Lifeguarding & Waterpark Skills-BL	Each	43.00
AP/LTP-Lifeguarding	AP-HSSAQU418R	Shallow Water Lifeguarding & Waterpark Skills Review	Each	43.00
AP/LTP-Lifeguarding	AP-HSSAQU419	Shallow Water Lifeguarding, Waterpark & Bloodborne Pathogens	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU419-BL	Shallow Water Lifeguarding, Waterpark & Bloodborne Pathogens-BL	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU419R	Shallow Water Lifeguarding, Waterpark & Bloodborne Pathogens Review	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU420	Shallow Water Lifeguarding, Waterpark & Emergency Oxygen	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU420-BL	Shallow Water Lifeguarding, Waterpark & Emergency Oxygen-BL	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU420R	Shallow Water Lifeguarding, Waterpark & Emergency Oxygen Review	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU421	Lifeguarding with Bundle 1	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU421-BL	Lifeguarding with Bundle 1-BL	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU421R	Lifeguarding with Bundle 1 Review	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU422	Lifeguarding with Bundle 2 - BBP and AEO	Each	45.00

Item 17.



Price List	SKU	Product	UOM	Price
AP/LTP-Lifeguarding	AP-HSSAQU422-BL	Lifeguarding with Bundle 2 - BBP and AEO-BL	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU422R	Lifeguarding with Bundle 2 Review	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU423	Lifeguarding with Bundle 3	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU423-BL	Lifeguarding with Bundle 3-BL	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU423R	Lifeguarding with Bundle 3 Review	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU424	Lifeguarding with Bundle 4	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU424-BL	Lifeguarding with Bundle 4-BL	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU424R	Lifeguarding with Bundle 4 Review	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU425	Lifeguarding for CA with Bundle 5	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU425-BL	Lifeguarding for CA with Bundle 5-BL	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU425R	Lifeguarding for CA with Bundle 5 Review	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU426	Lifeguarding, Waterpark with Bundle 1	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU426-BL	Lifeguarding, Waterpark with Bundle 1-BL	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU426R	Lifeguarding, Waterpark with Bundle 1 Review	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU427	Lifeguarding, Waterpark with Bundle 2	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU427-BL	Lifeguarding, Waterpark with Bundle 2-BL	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU427R	Lifeguarding, Waterpark with Bundle 2 Review	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU428	Lifeguarding, Waterpark with Bundle 3	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU428-BL	Lifeguarding, Waterpark with Bundle 3-BL	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU428R	Lifeguarding, Waterpark with Bundle 3 Review	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU429	Lifeguarding, Waterpark with Bundle 4	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU429-BL	Lifeguarding, Waterpark with Bundle 4-BL	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU429R	Lifeguarding, Waterpark with Bundle 4 Review	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU430	Lifeguarding for CA, Waterpark with Bundle 5	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU430-BL	Lifeguarding for CA, Waterpark with Bundle 5-BL	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU430R	Lifeguarding for CA, Waterpark with Bundle 5 Review	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU431	Lifeguarding, Waterfront with Bundle 1	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU431-BL	Lifeguarding, Waterfront with Bundle 1-BL	Each	45.00

Item 17.



Price List	SKU	Product	UOM	Price
AP/LTP-Lifeguarding	AP-HSSAQU431R	Lifeguarding, Waterfront with Bundle 1 Review	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU432	Lifeguarding, Waterfront with Bundle 2	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU432-BL	Lifeguarding, Waterfront with Bundle 2-BL	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU432R	Lifeguarding, Waterfront with Bundle 2 Review	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU433	Lifeguarding, Waterfront with Bundle 3	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU433-BL	Lifeguarding, Waterfront with Bundle 3-BL	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU433R	Lifeguarding, Waterfront with Bundle 3 Review	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU434	Lifeguarding, Waterfront with Bundle 4	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU434-BL	Lifeguarding, Waterfront with Bundle 4-BL	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU434R	Lifeguarding, Waterfront with Bundle 4 Review	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU435	Lifeguarding for CA, Waterfront with Bundle 5	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU435-BL	Lifeguarding for CA, Waterfront with Bundle 5-BL	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU435R	Lifeguarding for CA, Waterfront with Bundle 5 Review	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU436	Shallow Water Lifeguarding with Bundle 1	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU436-BL	Shallow Water Lifeguarding with Bundle 1-BL	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU436R	Shallow Water Lifeguarding with Bundle 1 Review	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU437	Shallow Water Lifeguarding with Bundle 2	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU437-BL	Shallow Water Lifeguarding with Bundle 2-BL	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU437R	Shallow Water Lifeguarding with Bundle 2 Review	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU438	Shallow Water Lifeguarding with Bundle 3	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU438-BL	Shallow Water Lifeguarding with Bundle 3-BL	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU438R	Shallow Water Lifeguarding with Bundle 3 Review	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU439	Shallow Water Lifeguarding with Bundle 4	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU439-BL	Shallow Water Lifeguarding with Bundle 4-BL	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU439R	Shallow Water Lifeguarding with Bundle 4 Review	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU440	Shallow Water Lifeguarding for CA with Bundle 5	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU440-BL	Shallow Water Lifeguarding for CA with Bundle 5-BL	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU440R	Shallow Water Lifeguarding for CA with Bundle 5 Review	Each	45.00

Item 17.



Price List	SKU	Product	UOM	Price
AP/LTP-Lifeguarding	AP-HSSAQU441	Shallow Water Lifeguarding, Waterpark with Bundle 1	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU441-BL	Shallow Water Lifeguarding, Waterpark with Bundle 1-BL	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU441R	Shallow Water Lifeguarding, Waterpark with Bundle 1 Review	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU442	Shallow Water Lifeguarding & Waterpark with Bundle 2	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU442-BL	Shallow Water Lifeguarding & Waterpark with Bundle 2-BL	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU442R	Shallow Water Lifeguarding & Waterpark with Bundle 2 Review	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU443	Shallow Water Lifeguarding, Waterpark with Bundle 3	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU443-BL	Shallow Water Lifeguarding, Waterpark with Bundle 3-BL	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU443R	Shallow Water Lifeguarding, Waterpark with Bundle 3 Review	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU444	Shallow Water Lifeguarding, Waterpark with Bundle 4	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU444-BL	Shallow Water Lifeguarding, Waterpark with Bundle 4-BL	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU444R	Shallow Water Lifeguarding, Waterpark with Bundle 4 Review	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU445	Shallow Water Lifeguarding for CA, Waterpark with Bundle 5	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU445-BL	Shallow Water Lifeguarding for CA, Waterpark with Bundle 5-BL	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU445R	Shallow Water Lifeguarding for CA, Waterpark with Bundle 5 Review	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU446	Lifeguarding, Waterfront, Waterpark & Bloodborne Pathogens	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU446-BL	Lifeguarding, Waterfront, Waterpark & Bloodborne Pathogens-BL	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU446R	Lifeguarding, Waterfront, Waterpark & Bloodborne Pathogens Review	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU447	Lifeguarding, Waterfront, Waterpark & Administering Emergency Oxygen	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU447-BL	Lifeguarding, Waterfront, Waterpark & Administering Emergency Oxygen-BL	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU447R	Lifeguarding, Waterfront, Waterpark & Administering Emergency Oxygen Review	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU448	Lifeguarding, Waterfront, Waterpark, AEO and BBP	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU448-BL	Lifeguarding, Waterfront, Waterpark, AEO and BBP-BL	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU448R	Lifeguarding, Waterfront, Waterpark, AEO and BBP Review	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU449	Lifeguarding, Waterfront, Waterpark, with Bundle 1	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU449-BL	Lifeguarding, Waterfront, Waterpark, with Bundle 1-BL	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU449R	Lifeguarding, Waterfront, Waterpark, with Bundle 1 Review	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU450	Lifeguard Management In-Person Testing Session for New York State	Each	0.00

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Price List	SKU	Product	UOM	Price
AP/LTP-Lifeguarding	AP-HSSAQU451	Lifeguarding Basic-Level test for Lifeguarding Instructors	Each	41.00
AP/LTP-Lifeguarding	AP-HSSAQU452	Lifeguarding, Waterfront Skills, and Waterpark Skills	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU452-BL	Lifeguarding, Waterfront Skills, and Waterpark Skills-BL	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU452R	Lifeguarding, Waterfront Skills, and Waterpark Skills Review	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU453	Lifeguarding with Waterfront Skills & Administering Emergency Oxygen	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU453-BL	Lifeguarding with Waterfront Skills & Administering Emergency Oxygen -BL	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU453R	Lifeguarding with Waterfront Skills & Administering Emergency Oxygen Review	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU454	Lifeguard Management In-Person Supplement	Each	15.00
AP/LTP-Lifeguarding	AP-HSSAQU460	Shallow Water Lifeguarding Basic Level Crossover	Each	22.00
AP/LTP-Lifeguarding	AP-HSSAQU461	Shallow Water Lifeguarding Bridge to Lifeguarding	Each	41.00
AP/LTP-Lifeguarding	AP-HSSAQU462	Shallow Water Lifeguarding (Water Less than or equal to 5 ft) Bundle	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU462-BL	Shallow Water Lifeguarding (Water Less than or equal to 5 ft) Bundle-BL	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU463	Shallow Water Lifeguarding (Water Less than or equal to 6 ft)	Each	41.00
AP/LTP-Lifeguarding	AP-HSSAQU463-BL	Shallow Water Lifeguarding (Water Less than or equal to 6 ft)-BL	Each	41.00
AP/LTP-Lifeguarding	AP-HSSAQU463R	Shallow Water Lifeguarding (Water Less than or equal to 6 ft) Review	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU464	Shallow Water Lifeguarding (Water Less than or equal to 6 ft) Bundle	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU464-BL	Shallow Water Lifeguarding (Water Less than or equal to 6 ft) Bundle-BL	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU465	Shallow Water Lifeguarding (Water Less than or equal to 7 ft)	Each	41.00
AP/LTP-Lifeguarding	AP-HSSAQU465-BL	Shallow Water Lifeguarding (Water Less than or equal to 7 ft)-BL	Each	41.00
AP/LTP-Lifeguarding	AP-HSSAQU465R	Shallow Water Lifeguarding (Water Less than or equal to 7 ft) Review	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU466	Shallow Water Lifeguarding (Water Less than or equal to 7 ft) Bundle	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU466-BL	Shallow Water Lifeguarding (Water Less than or equal to 7 ft) Bundle-BL	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU467	Lifeguarding Basic Level Crossover	Each	22.00
AP/LTP-Lifeguarding	AP-HSSAQU468	Shallow Water Lifeguarding (Water Less than or equal to 6 ft) with BBP	Each	43.00
AP/LTP-Lifeguarding	AP-HSSAQU468-BL	Shallow Water Lifeguarding (Water Less than or equal to 6 ft) with BBP-BL	Each	43.00
AP/LTP-Lifeguarding	AP-HSSAQU468R	Shallow Water Lifeguarding (Water Less than or equal to 6 ft) with BBP Review	Each	43.00
AP/LTP-Lifeguarding	AP-HSSAQU470	Lifeguarding with First Aid for Public Safety Personnel	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU470-BL	Lifeguarding with First Aid for Public Safety Personnel-BL	Each	45.00

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Price List	SKU	Product	UOM	Price
AP/LTP-Lifeguarding	AP-HSSAQU470R	Lifeguarding with First Aid for Public Safety Personnel Review	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU471	Lifeguarding with First Aid for Public Safety Personnel and AEO	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU471-BL	Lifeguarding with First Aid for Public Safety Personnel and AEO-BL	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU471R	Lifeguarding with First Aid for Public Safety Personnel and AEO Review	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU471R	Lifeguarding with First Aid for Public Safety Personnel and AEO Review	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU472	Lifeguarding with First Aid for Public Safety Personnel and BBP	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU472-BL	Lifeguarding with First Aid for Public Safety Personnel and BBP-BL	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU472R	Lifeguarding with First Aid for Public Safety Personnel and BBP Review	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU473	Lifeguarding, First Aid - Public Safety Personnel, Emergency Oxygen & BBP	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU473-BL	Lifeguarding, First Aid - Public Safety Personnel, Emergency Oxygen & BBP-BL	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU473R	Lifeguarding, First Aid - Public Safety Personnel, Emergency Oxygen & BBP Review	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU474	Lifeguarding, Waterfront, First Aid for Public Safety Personnel and BBP	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU474-BL	Lifeguarding, Waterfront, First Aid for Public Safety Personnel and BBP-BL	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU474R	Lifeguarding, Waterfront, First Aid for Public Safety Personnel and BBP Review	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU475	Lifeguarding, Wtrfrmt, First Aid-Public Safety Personnel-Emerg Oxygen & BBP	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU475-BL	Lifeguarding, Wtrfrmt, First Aid-Public Safety Personnel, Emerg Oxygen & BBP-BL	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU475R	Lifeguarding, Wtrfrmt, First Aid-Public Safety Persnl, Emerg Oxygen & BBP Review	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU803-BL	Lifeguarding Instructor-BL	Each	40.00
AP/LTP-Lifeguarding	AP-HSSAQU804-BL	Lifeguarding Instructor Crossover/Re-Entry-BL	Each	40.00
AP/LTP-Lifeguarding	AP-HSSAQU856	Lifeguarding Instructor Review Course	Each	0.00
AP/LTP-Lifeguarding	AP-HSSAQU856-BL	Lifeguarding Instructor Review Course-BL	Each	0.00
AP/LTP-Lifeguarding	AP-HSSAQU856IT	Lifeguarding Instructor Trainer Review Course	Each	0.00
AP/LTP-Lifeguarding	AP-HSSAQU856IT-BL	Lifeguarding Instructor Trainer Review Course-BL	Each	0.00
AP/LTP-Bloodborne Pathogens	AP-HSSBBP101	Bloodborne Pathogens Training	Each	16.00
AP/LTP-Bloodborne Pathogens	AP-HSSBBP101-r.21	Bloodborne Pathogens Training	Each	16.00
AP/LTP-Babysitters Training	AP-HSSCAR201	Babysitters Training	Each	15.00
AP/LTP-Babysitters Training	AP-HSSCAR202	Babysitter's Training and Pediatric First Aid/CPR	Each	35.00

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Price List	SKU	Product	UOM	Price
AP/LTP-Babysitters Training	AP-HSSCAR203-OL	Babysitting Basics Online-OL	Each	36.00
AP/LTP-Babysitters Training	AP-HSSCAR206-OL	Advanced Child Care Training Online-OL	Each	36.00
AP/LTP-Babysitters Training	AP-HSSCAR801	Babysitter's Training Instructor	Each	31.00
AP/LTP-Babysitters Training	AP-HSSCAR801-BL	Babysitter's Training Instructor-BL	Each	31.00
AP/LTP-Basic Life Support	AP-HSSBLS101-BL-r.21	Basic Life Support-BL	Each	23.00
AP/LTP-Basic Life Support	AP-HSSBLS101-r.21	Basic Life Support	Each	23.00
AP/LTP-Basic Life Support	AP-HSSBLS101C-r.21	Basic Life Support Challenge	Each	23.00
AP/LTP-Basic Life Support	AP-HSSBLS101R-r.21	Basic Life Support Review	Each	23.00
AP/LTP-Basic Life Support	AP-HSSBLS110-BL-r.21	Advanced Life Support-BL	Each	99.00
AP/LTP-Basic Life Support	AP-HSSBLS110-r.21	Advanced Life Support	Each	29.00
AP/LTP-Basic Life Support	AP-HSSBLS110C-r.21	Advanced Life Support Challenge	Each	29.00
AP/LTP-Basic Life Support	AP-HSSBLS110R-r.21	Advanced Life Support Review	Each	29.00
AP/LTP-Basic Life Support	AP-HSSBLS120-BL-r.21	Pediatric Advanced Life Support-BL	Each	99.00
AP/LTP-Basic Life Support	AP-HSSBLS120-r.21	Pediatric Advanced Life Support	Each	29.00
AP/LTP-Basic Life Support	AP-HSSBLS120C-r.21	Pediatric Advanced Life Support Challenge	Each	29.00
AP/LTP-Basic Life Support	AP-HSSBLS120R-r.21	Pediatric Advanced Life Support Review	Each	29.00
AP/LTP-Basic Life Support	AP-HSSBLS201-r.21	Basic Life Support with First Aid	Each	33.00
AP/LTP-Basic Life Support	AP-HSSBLS201C-r.21	Basic Life Support with First Aid Challenge	Each	33.00
AP/LTP-Basic Life Support	AP-HSSBLS201R-r.21	Basic Life Support with First Aid Review	Each	33.00
AP/LTP-Basic Life Support	AP-HSSBLS202-r.21	Basic Life Support with AEO	Each	28.00
AP/LTP-Basic Life Support	AP-HSSBLS202C-r.21	Basic Life Support with AEO Challenge	Each	28.00
AP/LTP-Basic Life Support	AP-HSSBLS202R-r.21	Basic Life Support with AEO Review	Each	28.00
AP/LTP-Basic Life Support	AP-HSSBLS203-r.21	Basic Life Support with BBP	Each	28.00
AP/LTP-Basic Life Support	AP-HSSBLS203C-r.21	Basic Life Support with BBP Challenge	Each	28.00
AP/LTP-Basic Life Support	AP-HSSBLS203R-r.21	Basic Life Support with BBP Review	Each	28.00
AP/LTP-Basic Life Support	AP-HSSBLS204-r.21	Basic Life Support and Responding to Emergencies First Aid	Each	33.00
AP/LTP-Basic Life Support	AP-HSSBLS204C-r.21	Basic Life Support and Responding to Emergencies First Aid Challenge	Each	33.00
AP/LTP-Basic Life Support	AP-HSSBLS204R-r.21	Basic Life Support and Responding to Emergencies First Aid Review	Each	33.00



**American Red Cross**  
Training Services

# Price List

Cedar Falls Recreation Division  
PG-0000125203

Price List	SKU	Product	UOM	Price
AP/LTP-Basic Life Support	AP-HSSBLS301-r.21	Basic Life Support with AEO and BBP	Each	33.00
AP/LTP-Basic Life Support	AP-HSSBLS301C-r.21	Basic Life Support with AEO and BBP Challenge	Each	33.00
AP/LTP-Basic Life Support	AP-HSSBLS301R-r.21	Basic Life Support with AEO and BBP Review	Each	33.00
AP/LTP-Basic Life Support	AP-HSSBLS302-r.21	Basic Life Support and First Aid with AEO	Each	38.00
AP/LTP-Basic Life Support	AP-HSSBLS302C-r.21	Basic Life Support and First Aid with AEO Challenge	Each	38.00
AP/LTP-Basic Life Support	AP-HSSBLS302R-r.21	Basic Life Support and First Aid with AEO Review	Each	38.00
AP/LTP-Basic Life Support	AP-HSSBLS303-r.21	Basic Life Support and First Aid with BBP	Each	38.00
AP/LTP-Basic Life Support	AP-HSSBLS303C-r.21	Basic Life Support and First Aid with BBP Challenge	Each	38.00
AP/LTP-Basic Life Support	AP-HSSBLS303R-r.21	Basic Life Support and First Aid with BBP Review	Each	38.00
AP/LTP-Basic Life Support	AP-HSSBLS401-r.21	Basic Life Support and First Aid with AEO and BBP	Each	43.00
AP/LTP-Basic Life Support	AP-HSSBLS401C-r.21	Basic Life Support and First Aid with AEO and BBP Challenge	Each	43.00
AP/LTP-Basic Life Support	AP-HSSBLS401R-r.21	Basic Life Support and First Aid with AEO and BBP Review	Each	43.00
AP/LTP-Basic Life Support	AP-HSSBLS801-BL-r.21	Basic Life Support Instructor-BL	Each	38.00
AP/LTP-Basic Life Support	AP-HSSBLS802-BL-r.21	Advanced Life Support Instructor-BL	Each	35.00
AP/LTP-Basic Life Support	AP-HSSBLS803-BL-r.21	Pediatric Advanced Life Support Instructor-BL	Each	35.00



Price List	SKU	Product	UOM	Price
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU101	Junior Lifeguarding	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU351	Aquatic Attraction Lifeguarding (Water Less than or equal to 3 ft)	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU351R	Aquatic Attraction Lifeguarding (Water Less than or equal to 3 ft) Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU361	Aquatic Attraction LG (Water Less than or equal to 3ft) Bridge to Lifeguarding	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU362	Aquatic Attraction LG(Water Less than or equal to 3ft)Bridge to Shallow Water LG	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU363	Aquatic Attraction Lifeguarding (Water Less than or equal to 3 ft) and BBP	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU363R	Aquatic Attraction Lifeguarding (Water Less than or equal to 3 ft) & BBP Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU364	Aquatic Attraction Lifeguarding and Administering Emergency Oxygen	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU364R	Aquatic Attraction Lifeguarding and Administering Emergency Oxygen Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU401	Shallow Water Lifeguarding	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU401-BL	Shallow Water Lifeguarding-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU401R	Shallow Water Lifeguarding Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU402	Lifeguarding	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU402-BL	Lifeguarding-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU402R	Lifeguarding Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU403	Waterfront Skills	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU403R	Waterfront Skills Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU404	Waterpark Skills	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU404R	Waterpark Skills Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU406	Shallow Water Lifeguarding to Lifeguarding	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU407	Lifeguarding and Bloodborne Pathogens Training	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU407-BL	Lifeguarding and Bloodborne Pathogens Training-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU407R	Lifeguarding and Bloodborne Pathogens Training Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU408	Lifeguarding and Emergency Oxygen	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU408-BL	Lifeguarding and Emergency Oxygen-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU408R	Lifeguarding and Emergency Oxygen Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU409	Lifeguarding and Waterpark Skills	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU409-BL	Lifeguarding and Waterpark Skills-BL	Each	0.00



**American Red Cross**  
Training Services

# Price List

Cedar Falls Recreation Division  
PG-0000125204

Price List	SKU	Product	UOM	Price
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU409R	Lifeguarding and Waterpark Skills Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU410	Lifeguarding and Waterfront Skills	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU410-BL	Lifeguarding and Waterfront Skills-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU410R	Lifeguarding and Waterfront Skills Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU411	Lifeguarding, Waterpark and Bloodborne Pathogens	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU411-BL	Lifeguarding, Waterpark and Bloodborne Pathogens-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU411R	Lifeguarding, Waterpark and Bloodborne Pathogens Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU412	Lifeguarding, Waterfront and Bloodborne Pathogens	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU412-BL	Lifeguarding, Waterfront and Bloodborne Pathogens-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU412R	Lifeguarding, Waterfront and Bloodborne Pathogens Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU414	Lifeguarding, Waterpark and Emergency Oxygen	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU414-BL	Lifeguarding, Waterpark and Emergency Oxygen-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU414R	Lifeguarding, Waterpark and Emergency Oxygen Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU415	Lifeguarding, Waterfront and Emergency Oxygen	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU415-BL	Lifeguarding, Waterfront and Emergency Oxygen-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU415R	Lifeguarding, Waterfront and Emergency Oxygen Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU416	Shallow Water Lifeguarding & Bloodborne Pathogens	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU416-BL	Shallow Water Lifeguarding & Bloodborne Pathogens-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU416R	Shallow Water Lifeguarding & Bloodborne Pathogens Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU417	Shallow Water Lifeguarding & Emergency Oxygen	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU417-BL	Shallow Water Lifeguarding & Emergency Oxygen-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU417R	Shallow Water Lifeguarding & Emergency Oxygen Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU418	Shallow Water Lifeguarding & Waterpark Skills	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU418-BL	Shallow Water Lifeguarding & Waterpark Skills-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU418R	Shallow Water Lifeguarding & Waterpark Skills Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU419	Shallow Water Lifeguarding, Waterpark & Bloodborne Pathogens	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU419-BL	Shallow Water Lifeguarding, Waterpark & Bloodborne Pathogens-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU419R	Shallow Water Lifeguarding, Waterpark & Bloodborne Pathogens Review	Each	0.00

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Price List	SKU	Product	UOM	Price
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU420	Shallow Water Lifeguarding, Waterpark & Emergency Oxygen	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU420-BL	Shallow Water Lifeguarding, Waterpark & Emergency Oxygen-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU420R	Shallow Water Lifeguarding, Waterpark & Emergency Oxygen Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU421	Lifeguarding with Bundle 1	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU421-BL	Lifeguarding with Bundle 1-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU421R	Lifeguarding with Bundle 1 Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU422	Lifeguarding with Bundle 2 - BBP and AEO	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU422-BL	Lifeguarding with Bundle 2 - BBP and AEO-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU422R	Lifeguarding with Bundle 2 Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU423	Lifeguarding with Bundle 3	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU423-BL	Lifeguarding with Bundle 3-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU423R	Lifeguarding with Bundle 3 Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU424	Lifeguarding with Bundle 4	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU424-BL	Lifeguarding with Bundle 4-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU424R	Lifeguarding with Bundle 4 Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU425	Lifeguarding for CA with Bundle 5	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU425-BL	Lifeguarding for CA with Bundle 5-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU425R	Lifeguarding for CA with Bundle 5 Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU426	Lifeguarding, Waterpark with Bundle 1	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU426-BL	Lifeguarding, Waterpark with Bundle 1-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU426R	Lifeguarding, Waterpark with Bundle 1 Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU427	Lifeguarding, Waterpark with Bundle 2	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU427-BL	Lifeguarding, Waterpark with Bundle 2-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU427R	Lifeguarding, Waterpark with Bundle 2 Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU428	Lifeguarding, Waterpark with Bundle 3	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU428-BL	Lifeguarding, Waterpark with Bundle 3-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU428R	Lifeguarding, Waterpark with Bundle 3 Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU429	Lifeguarding, Waterpark with Bundle 4	Each	0.00



Price List	SKU	Product	UOM	Price
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU429-BL	Lifeguarding, Waterpark with Bundle 4-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU429R	Lifeguarding, Waterpark with Bundle 4 Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU430	Lifeguarding for CA, Waterpark with Bundle 5	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU430-BL	Lifeguarding for CA, Waterpark with Bundle 5-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU430R	Lifeguarding for CA, Waterpark with Bundle 5 Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU431	Lifeguarding, Waterfront with Bundle 1	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU431-BL	Lifeguarding, Waterfront with Bundle 1-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU431R	Lifeguarding, Waterfront with Bundle 1 Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU432	Lifeguarding, Waterfront with Bundle 2	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU432-BL	Lifeguarding, Waterfront with Bundle 2-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU432R	Lifeguarding, Waterfront with Bundle 2 Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU433	Lifeguarding, Waterfront with Bundle 3	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU433-BL	Lifeguarding, Waterfront with Bundle 3-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU433R	Lifeguarding, Waterfront with Bundle 3 Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU434	Lifeguarding, Waterfront with Bundle 4	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU434-BL	Lifeguarding, Waterfront with Bundle 4-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU434R	Lifeguarding, Waterfront with Bundle 4 Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU435	Lifeguarding for CA, Waterfront with Bundle 5	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU435-BL	Lifeguarding for CA, Waterfront with Bundle 5-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU435R	Lifeguarding for CA, Waterfront with Bundle 5 Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU436	Shallow Water Lifeguarding with Bundle 1	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU436-BL	Shallow Water Lifeguarding with Bundle 1-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU436R	Shallow Water Lifeguarding with Bundle 1 Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU437	Shallow Water Lifeguarding with Bundle 2	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU437-BL	Shallow Water Lifeguarding with Bundle 2-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU437R	Shallow Water Lifeguarding with Bundle 2 Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU438	Shallow Water Lifeguarding with Bundle 3	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU438-BL	Shallow Water Lifeguarding with Bundle 3-BL	Each	0.00

Item 17.



Price List	SKU	Product	UOM	Price
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU438R	Shallow Water Lifeguarding with Bundle 3 Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU439	Shallow Water Lifeguarding with Bundle 4	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU439-BL	Shallow Water Lifeguarding with Bundle 4-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU439R	Shallow Water Lifeguarding with Bundle 4 Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU440	Shallow Water Lifeguarding for CA with Bundle 5	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU440-BL	Shallow Water Lifeguarding for CA with Bundle 5-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU440R	Shallow Water Lifeguarding for CA with Bundle 5 Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU441	Shallow Water Lifeguarding, Waterpark with Bundle 1	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU441-BL	Shallow Water Lifeguarding, Waterpark with Bundle 1-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU441R	Shallow Water Lifeguarding, Waterpark with Bundle 1 Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU442	Shallow Water Lifeguarding & Waterpark with Bundle 2	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU442-BL	Shallow Water Lifeguarding & Waterpark with Bundle 2-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU442R	Shallow Water Lifeguarding & Waterpark with Bundle 2 Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU443	Shallow Water Lifeguarding, Waterpark with Bundle 3	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU443-BL	Shallow Water Lifeguarding, Waterpark with Bundle 3-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU443R	Shallow Water Lifeguarding, Waterpark with Bundle 3 Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU444	Shallow Water Lifeguarding, Waterpark with Bundle 4	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU444-BL	Shallow Water Lifeguarding, Waterpark with Bundle 4-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU444R	Shallow Water Lifeguarding, Waterpark with Bundle 4 Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU445	Shallow Water Lifeguarding for CA, Waterpark with Bundle 5	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU445-BL	Shallow Water Lifeguarding for CA, Waterpark with Bundle 5-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU445R	Shallow Water Lifeguarding for CA, Waterpark with Bundle 5 Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU446	Lifeguarding, Waterfront, Waterpark & Bloodborne Pathogens	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU446-BL	Lifeguarding, Waterfront, Waterpark & Bloodborne Pathogens-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU446R	Lifeguarding, Waterfront, Waterpark & Bloodborne Pathogens Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU447	Lifeguarding, Waterfront, Waterpark & Administering Emergency Oxygen	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU447-BL	Lifeguarding, Waterfront, Waterpark & Administering Emergency Oxygen-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU447R	Lifeguarding, Waterfront, Waterpark & Administering Emergency Oxygen Review	Each	0.00

Item 17.



Price List	SKU	Product	UOM	Price
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU448	Lifeguarding, Waterfront, Waterpark, AEO and BBP	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU448-BL	Lifeguarding, Waterfront, Waterpark, AEO and BBP-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU448R	Lifeguarding, Waterfront, Waterpark, AEO and BBP Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU449	Lifeguarding, Waterfront, Waterpark, with Bundle 1	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU449-BL	Lifeguarding, Waterfront, Waterpark, with Bundle 1-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU449R	Lifeguarding, Waterfront, Waterpark, with Bundle 1 Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU450	Lifeguard Management In-Person Testing Session for New York State	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU451	Lifeguarding Basic-Level test for Lifeguarding Instructors	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU452	Lifeguarding, Waterfront Skills, and Waterpark Skills	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU452-BL	Lifeguarding, Waterfront Skills, and Waterpark Skills-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU452R	Lifeguarding, Waterfront Skills, and Waterpark Skills Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU453	Lifeguarding with Waterfront Skills & Administering Emergency Oxygen	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU453-BL	Lifeguarding with Waterfront Skills & Administering Emergency Oxygen -BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU453R	Lifeguarding with Waterfront Skills & Administering Emergency Oxygen Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU454	Lifeguard Management In-Person Supplement	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU460	Shallow Water Lifeguarding Basic Level Crossover	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU461	Shallow Water Lifeguarding Bridge to Lifeguarding	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU462	Shallow Water Lifeguarding (Water Less than or equal to 5 ft) Bundle	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU462-BL	Shallow Water Lifeguarding (Water Less than or equal to 5 ft) Bundle-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU463	Shallow Water Lifeguarding (Water Less than or equal to 6 ft)	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU463-BL	Shallow Water Lifeguarding (Water Less than or equal to 6 ft)-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU463R	Shallow Water Lifeguarding (Water Less than or equal to 6 ft) Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU464	Shallow Water Lifeguarding (Water Less than or equal to 6 ft) Bundle	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU464-BL	Shallow Water Lifeguarding (Water Less than or equal to 6 ft) Bundle-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU465	Shallow Water Lifeguarding (Water Less than or equal to 7 ft)	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU465-BL	Shallow Water Lifeguarding (Water Less than or equal to 7 ft)-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU465R	Shallow Water Lifeguarding (Water Less than or equal to 7 ft) Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU466	Shallow Water Lifeguarding (Water Less than or equal to 7 ft) Bundle	Each	0.00





Price List	SKU	Product	UOM	Price
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU466-BL	Shallow Water Lifeguarding (Water Less than or equal to 7 ft) Bundle-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU468	Shallow Water Lifeguarding (Water Less than or equal to 6 ft) with BBP	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU468-BL	Shallow Water Lifeguarding (Water Less than or equal to 6 ft) with BBP-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU468R	Shallow Water Lifeguarding (Water Less than or equal to 6 ft) with BBP Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU470	Lifeguarding with First Aid for Public Safety Personnel	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU470-BL	Lifeguarding with First Aid for Public Safety Personnel-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU470R	Lifeguarding with First Aid for Public Safety Personnel Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU471	Lifeguarding with First Aid for Public Safety Personnel and AEO	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU471-BL	Lifeguarding with First Aid for Public Safety Personnel and AEO-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU471R	Lifeguarding with First Aid for Public Safety Personnel and AEO Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU472	Lifeguarding with First Aid for Public Safety Personnel and BBP	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU472-BL	Lifeguarding with First Aid for Public Safety Personnel and BBP-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU472R	Lifeguarding with First Aid for Public Safety Personnel and BBP Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU473	Lifeguarding, First Aid - Public Safety Personnel, Emergency Oxygen & BBP	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU473-BL	Lifeguarding, First Aid - Public Safety Personnel, Emergency Oxygen & BBP-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU473R	Lifeguarding, First Aid - Public Safety Personnel, Emergency Oxygen & BBP Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU474	Lifeguarding, Waterfront, First Aid for Public Safety Personnel and BBP	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU474-BL	Lifeguarding, Waterfront, First Aid for Public Safety Personnel and BBP-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU474R	Lifeguarding, Waterfront, First Aid for Public Safety Personnel and BBP Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU475	Lifeguarding, Wtrfrmt, First Aid-Public Safety Personnel-Emerg Oxygen & BBP	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU475-BL	Lifeguarding, Wtrfrmt, First Aid-Public Safety Personnel, Emerg Oxygen & BBP-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU475R	Lifeguarding, Wtrfrmt, First Aid-Public Safety Persnl, Emerg Oxygen & BBP Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU803-BL	Lifeguarding Instructor-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU804-BL	Lifeguarding Instructor Crossover/Re-Entry-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU856	Lifeguarding Instructor Review Course	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU856-BL	Lifeguarding Instructor Review Course-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU856IT	Lifeguarding Instructor Trainer Review Course	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU856IT-BL	Lifeguarding Instructor Trainer Review Course-BL	Each	0.00



**American Red Cross**  
Training Services

# Training Provider Resource Guide

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## WELCOME

Thank you for choosing to be a Training Provider for the American Red Cross. As a Red Cross Training Provider, your organization has joined a long tradition of providing life-saving education and training throughout the United States dating back to 1909.

### Purpose of the Resource Guide

This *American Red Cross Training Provider Resource Guide* provides your organization with the basic information it needs to serve as an American Red Cross Training Provider. For information about your responsibilities as a Training Provider and the responsibilities of the Red Cross to you, refer to your *Training Provider Agreement*.

### Types of Red Cross Training Providers

Both Authorized Providers and Licensed Training Providers are companies or individuals licensed to use Red Cross training materials in the instruction of Red Cross training courses based on their contractual agreement with the Red Cross:

- An **Authorized Provider (AP)** is a company, organization or individual that signs a *Training Provider Agreement* licensing the AP to teach Red Cross courses to individuals within the AP's company or organization.
- A **Licensed Training Provider (LTP)** is a company or self-employed individual that is an independent business offering Red Cross training to outside companies, organizations or individuals as permitted through their *Training Provider Agreement*.

The *American Red Cross Training Provider Resource Guide* provides information about the resources available to you and your instructors in preparing for and delivering Red Cross training programs.

## ABOUT THE RED CROSS

Proceeds from Red Cross training support the life-saving mission of the Red Cross - including disaster relief, blood collection, and Service to the Armed Forces.

### Global Red Cross and Red Crescent Network

The Global Red Cross and Red Crescent Network is the largest humanitarian network in the world, with a presence in almost every country. The global network is unified and guided by seven Fundamental Principles.

#### Humanity

The Global Red Cross and Red Crescent Network, born of a desire to bring assistance without discrimination to the wounded on the battlefield, endeavors – in its international and national capacity– to prevent and alleviate human suffering wherever it may be found. Its purpose is to protect life and health and to ensure respect for the human being. It promotes mutual understanding, friendship, cooperation, and lasting peace amongst all peoples.

#### Impartiality

It makes no discrimination as to nationality, race, religious beliefs, class, or political opinions. It endeavors to relieve the suffering of individuals, being guided solely by their needs, and to give priority to the most urgent cases of distress.

#### Neutrality

In order to continue to enjoy the confidence of all, the Network may not take sides in hostilities or engage at any time in controversies of a political, racial, religious, or ideological nature.

#### Independence

The Network is independent. The National Societies, while auxiliaries in the humanitarian services of their governments and subject to the laws of their respective countries, must always maintain their autonomy so that they may be able at all times to act in accordance with the principles of the Movement.

#### Voluntary Service

It is a voluntary relief movement not prompted in any manner by desire for gain.

#### Unity

There can be only one Red Cross or Red Crescent Society in any one country. It must be open to all. It must carry on its humanitarian work throughout its territory.

#### Universality

The Global Red Cross and Red Crescent Network, in which all Societies have equal status and share equal responsibilities and duties in helping each other, is worldwide.

## American Red Cross

### Mission

The American Red Cross prevents and alleviates human suffering in the face of emergencies by mobilizing the power of volunteers and the generosity of donors.

### Vision Statement

The American Red Cross, through its network of volunteers, donors, and partners, is always there in times of need. We aspire to turn compassion into action so that:

- All people affected by disaster across the country and around the world receive care, shelter, and hope;
- Our communities are ready and prepared for disasters;
- Everyone in our country has access to safe, lifesaving blood and blood products;
- All members of our armed services and their families find support and comfort whenever needed;
- In an emergency, there are always trained individuals nearby, ready to use their Red Cross skills to save lives.

### History

Clara Barton and a circle of her acquaintances founded the American Red Cross in Washington, D.C. on May 21, 1881. Barton first heard of the Swiss-inspired global Red Cross network while visiting Europe following the Civil War. Returning home, she campaigned for an American Red Cross and for ratification of the Geneva Convention protecting the war-injured, which the United States ratified in 1882.

### The American Red Cross Today

Today, the supporters, volunteers and employees of the American Red Cross provide compassionate care in five critical areas:

- People affected by disasters in America.
- Support for members of the military, their families and veterans.
- Blood collection, processing, and distribution.
- Health and safety education and training.
- International relief and development. For more information, visit [redcross.org](https://www.redcross.org).

## RESOURCES FOR RED CROSS TRAINING PROVIDERS

### The Red Cross Learning Center

The Red Cross Learning Center ([www.redcrosslearningcenter.org](http://www.redcrosslearningcenter.org)) provides functionality for American Red Cross Training Services programs to administer, track, report, and deliver training as well as maintain certification data. The Learning Center includes all the content used by students, instructors, and third-party administrative provider partners in one place. Users will be able to access different resources and functionality based on user profile roles (student, instructor, partner administrator).

Students (non-instructors) taking online only or blended learning courses will use the Red Cross Learning Center—Student Portal to:

- Access and launch online courses.
- Access relevant digital course materials.
- View their certifications.
- Link to the Red Cross store to purchase course materials and supplies.
- Learn more about the science behind the course content.
- Learn about other opportunities such as becoming an instructor.
- Get help from the Training Support Center.

The Red Cross Learning Center—Instructor Portal allows instructors to:

- Access and launch any online or blended courses you are taking.
- Access all instructor resources for teaching and administering courses such as:
  - View their certifications.
  - Program and course materials – digital versions of participant manuals, instructor manuals, written exams, and instructor bulletins.
  - Teaching Resources – streaming video segments and course presentations supporting course delivery.
  - How-to Information and Videos to support instructors use of the portal and functionality.
  - Administrative policies and procedures.
  - About the Science sections, including expert answers to technical questions and research topics.
  - Information about other Red Cross training programs
- Manage classes they are teaching by being able to:
  - Set up blended learning classes in advance.
  - Monitor student online course completion status.

- Report and close out courses taught.
- Provide digital certificates to students immediately through system-generated emails.
- View details for class history on all courses they have taught.
- Manage instructor certifications through access to:
  - View certifications.
  - Launch online instructor recertification and program update courses.
  - Learn about bridging to become an instructor in other program areas or becoming an instructor trainer.
- Stay abreast of the latest information:
  - Network with other instructors through the Forum.
  - Read the latest news from the Red Cross.
  - Read the latest instructor newsletter *iConnection*.



## Partner Administrators

Training Providers can designate one or more individuals to the role of Partner Administrator, which allows users to manage Red Cross certified instructors affiliated as instructors with their organization. The Red Cross Learning Center—Partner Portal view provides access to all resources and functions of the instructor portal view plus additional functionality to manage instructors.

The administrator role does not require the user to have an instructor certification. Training Providers should contact their sales representative to request one or more partner administrator roles for their account.

Partner Administrators use the Red Cross Learning Center—Partner Portal to:

- Manage instructors:
  - Request to affiliate (add) and unaffiliate (remove) Red Cross certified instructors to their organization's *Red Cross Training Provider Agreement*.
  - View instructor list and run standard reports on certification and expiration alerts.
- Manage classes:
  - Utilize the Class Posting Service to list classes being offered by the partner on the Red Cross website.
  - Set up blended learning classes and assign instructors.
  - View online course completion status for all blended learning classes.
  - Close out and report classes on behalf of instructors.
  - View class history details for all classes taught.

In order for certified Red Cross Instructors and instructor trainers to access the password-protected areas of the Red Cross Learning Center, they must be affiliated with an approved Training Provider. The Red Cross Learning Center may be accessed at [www.redcrosslearningcenter.org](http://www.redcrosslearningcenter.org).

## Red Cross Store

The Red Cross Store is an online store providing 24 hours a day, 7 days a week ability to order a variety of training supplies and products, including:

- Training program materials such as instructor and participant manuals, textbooks, and DVDs.
- Training supplies including CPR manikins, AED training devices, breathing barriers, and pocket masks.
- First aid and emergency preparedness kits.
- Red Cross apparel and accessories.

For more information, visit the Red Cross Store at [www.redcross.org/store](http://www.redcross.org/store) or link to it from the RedCross Learning Center at [www.redcrosslearningcenter.org](http://www.redcrosslearningcenter.org).

## Training Support Center

The Training Support Center (TSC) is available to assist Training Providers with program inquiries, course record entry, billing inquiries, and other support functions for administrators, instructors, and instructor trainers. TSC representatives are available through the "Click to Chat" or "Create a Support Case" functionality on the Red Cross Learning Center ([www.redcrosslearningcenter.org](http://www.redcrosslearningcenter.org)) "Questions" page, by e-mail at [support@redcrosstraining.org](mailto:support@redcrosstraining.org), or by phone at 1-800-RED-CROSS.

The hours of operation for the TSC are:

Monday—Friday from 7:30 a.m. to 11:00 p.m. ET Saturday from 7:30 a.m. to 8:00 p.m. ET

## RED CROSS TRAINING PROGRAMS

The Red Cross offers a broad range of training programs for both lay public and professional responders in the areas of first aid, CPR/AED, swimming and water safety, and caregiving.

Information, including an Instructor Bulletin detailing key information on instructor certification requirements and course options for programs, can be found on each program page of the Red Cross Learning Center ([www.redcrosslearningcenter.org](http://www.redcrosslearningcenter.org)) in the Course Materials page under the Classes section.

Your *Training Provider Agreement* details the training program or programs that your organization is licensed to teach. To add training programs to your agreement, contact your sales representative.

*First Aid and CPR training programs for organizations, schools, and the community*

### First Aid/CPR/AED

The purpose of the courses in the First Aid/CPR/AED program is to help participants recognize and respond appropriately to cardiac, breathing, and first aid emergencies; to know how to care for a suddenly injured or ill person until more advanced medical personnel arrive and take over.

The First Aid/CPR/AED program is available in two delivery formats: classroom (instructor-led) and blended learning, featuring online simulation learning followed by an in-person skills session.

The program offers the flexibility of selecting First Aid, CPR, and AED courses for adults, children, and infants depending upon your training needs. With a variety of course options and delivery formats, courses in the First Aid/CPR/AED training program range from 3 hours to 6 hours in duration.

English and Spanish versions of the program are available.

The First Aid/CPR/AED training program includes supplemental, add-on training modules for more advanced training and certification in key topics, including OSHA-mandated Bloodborne Pathogens Training, Anaphylaxis and Epinephrine Auto-Injector, Asthma Inhaler Training, and Administering Emergency Oxygen.

## Responding to Emergencies: Comprehensive First Aid/CPR/AED

Responding to Emergencies (RTE) is a 30-hour, lay-level first aid and CPR/AED program designed primarily for high schools and colleges that require a curriculum that can be taught over the course of a semester and adapted to a variety of course outlines. The program is available in a classroom (instructor-led) only format and features an integrated teaching approach that includes classroom lecture, videos, simulated emergency situations, discussion, and hands-on skills practice.

Content for the RTE program includes:

- Recognizing and responding appropriately to cardiac, breathing, and first aid emergencies.
- First aid, CPR, and AED skills to give immediate care to a suddenly injured or ill person.
- Proper care and special considerations for emergencies involving adults, children, and infants.
- Injury management, medical emergencies, and healthy lifestyle tips.

## Wilderness and Remote First Aid

The Wilderness and Remote First Aid program is designed to teach individuals how to use first aid skills to help in emergency situations where help is delayed. The program is based on the 2010 Boy Scouts of America (BSA) Wilderness First Aid Curriculum and Doctrine Guidelines.

The Wilderness and Remote First Aid program is appropriate for audiences from youth-serving organizations as well as adults who participate in outdoor recreational activities or who work in remote settings where emergency medical services (EMS) response is more than 1 hour away.

The Wilderness and Remote First Aid program emphasizes experiential learning and major portions of the course are meant to be taught in outdoor settings.

*First Aid and CPR training programs for healthcare providers and professional rescuers*

## Basic Life Support

The purpose of the Basic Life Support (BLS) program is to ensure that healthcare providers have the knowledge and skills necessary to respond to breathing and cardiac emergencies. The course emphasizes active, hands-on learning and uses scenario activities to help participants learn how to provide CPR, use an AED, and relieve an obstructed airway for adult, child, and infant patients.

The Basic Life Support program is available in two delivery formats: classroom (instructor-led) and blended learning, featuring adaptive learning functionality, followed by an in-person skills session.

## Advanced Life Support

The American Red Cross Advanced Life Support (ALS) course provides participants with the knowledge and skills they need to assess, recognize and care for patients who are experiencing a cardiovascular, cerebrovascular, or respiratory emergency. The course emphasizes providing high-quality patient care by integrating psychomotor skills, rhythm interpretation, electrical interventions, and pharmacologic knowledge with critical thinking and problem solving to achieve the best possible patient outcomes.

The Advanced Life Support program is available in two delivery formats: blended learning, featuring adaptive learning functionality, followed by an in-person skills session and classroom.

## Pediatric Advanced Life Support

The American Red Cross Pediatric Advanced Life Support (PALS) course provides participants with the knowledge and skills they need to assess, recognize, and care for pediatric patients who are experiencing a respiratory emergency, shock, or a cardiac emergency. The course emphasizes providing high-quality patient care by integrating psychomotor skills, rhythm interpretation, electrical interventions, and pharmacologic knowledge with critical thinking and problem solving to achieve the best possible patient outcomes.

The Pediatric Advanced Life Support program is available in two delivery formats: blended learning, featuring adaptive learning functionality, followed by an in-person skills session and classroom.

## CPR/AED for Professional Rescuers

The CPR/AED for Professional Rescuers (CPRO) program trains individuals with a duty to act including lifeguards, police, security personnel, firefighters, and athletic trainers — to respond to breathing and cardiac emergencies in adults, children, and infants until more advanced medical personnel take over.

This course is also intended for individuals serving in roles that would be called upon to provide support in emergency situations, such as aquatic facility, gym/fitness club, or community/recreation center staff.

## Emergency Medical Response

The purpose of the American Red Cross Emergency Medical Response program is to train participants in the knowledge and skills of an emergency medical responder (EMR) to help sustain life, reduce pain, and minimize the consequences of injury or sudden illness until more advanced medical personnel take over.

Ideal for corporate emergency response teams, law enforcement, security officers, or students wishing to begin a career in public safety or healthcare upon graduation, this 56-hour classroom (instructor-led) course is designed to meet or exceed National Emergency Medical Services Education Standards Emergency Medical Responder Instructional Guidelines.

## Title 22 – California First Aid for Public Safety Personnel

In accordance with the requirements of Title 22 of the California Code of Regulations, the purpose of the First Aid for Public Safety Personnel (FAPSP) course is to train lifeguards, fire fighters, and peace officers in the knowledge and skills necessary to help sustain life, reduce pain, and minimize the consequences of injury or illness until more advanced medical help arrive.

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## *Aquatics and Swimming and Water Safety programs*

### **Lifeguarding**

The purpose of the Lifeguarding program is to train lifeguards to act with speed and confidence in emergency situations both in and out of the water. Topics include water rescue skills, surveillance and recognition, first aid, breathing and cardiac emergencies, CPR, AED, and more.

Courses within the Lifeguarding Program include Lifeguarding (for facilities with pool depths greater than 7 feet), Shallow Water Lifeguarding (for facilities with pool depths less than or equal to 5 feet), and Aquatic Attraction Lifeguarding (for facilities with aquatic attractions and pool depths less than or equal to 3 feet). Lifeguarding courses are available in both the traditional, instructor led delivery as well as blended learning delivery, which combines eLearning with in-person skills practice.

### **Swimming and Water Safety**

The Swimming and Water Safety Program teaches people of different ages and abilities how to be safe in, on or around the water and how to swim. In a logical progression, the program covers the knowledge and skills needed for aquatic skill development. As participants develop these skills, they become safer and better swimmers.

The Swimming and Water Safety program contains the following basic level courses and presentations:

- Parent and Child Aquatics (2 levels)
- Preschool Aquatics (3 levels)
- Learn-to-Swim (6 levels)
- Adult Swim (3 levels)
- Private Swim Lessons
- Water Safety Today
- Personal Water Safety
- Basic Water Rescue
- Small Craft Safety
- Home Pool Essentials: Maintenance and Safety (online only course)
- Water Safety Presentations:
  - General Water Safety
  - Home Pool Safety
  - Parent Orientation to Swim Lessons
  - Sun Safety
  - Rip Current Safety

The Swimming and Water Safety program offers two paths for instructor certification:

- Water Safety Instructor
- Basic Swim Instructor

## Safety Training for Swim Coaches

The American Red Cross Safety Training for Swim Coaches program uses a blended learning delivery method that combines online knowledge acquisition and an in-water skills session. This program was developed in partnership with USA Swimming to teach those involved in competitive swimming, including coaches, officials, athletic trainers, and aquatic exercise trainers, how to help:

- Maintain a comfortable and safe environment for swimmers.
- Prevent accidents and emergencies.
- Respond to swimmers with illnesses or injuries in water or on land.

The 6-hour full course combines web-based delivery of content, an online exam and a facility-based, in-water skills session. Other course options include an online-content only option (for coaches who have current American Red Cross Lifeguarding/First Aid/CPR/AED or Shallow Water Lifeguarding First Aid/CPR/AED certification).

## Longfellow's WHALE Tales

The American Red Cross created Longfellow's WHALE Tales to help teachers and youth leaders teach children about safe behavior in, on, and around the water. WHALE is an acronym for Water Habits Are Learned Early. The materials in the Longfellow's WHALE Tales K–6 Educational Packet are designed to give children an awareness of being safe around the water and to promote healthful aquatic recreation.

The American Red Cross Longfellow's WHALE Tales lessons teach children about water safety in different environments, such as pools, waterparks, oceans, lakes, and rivers. It teaches them about water hazards around the home and neighborhood and covers sun safety, boating safety, and much more. The program features fun, animated videos; colorful posters; stickers; activity worksheets; illustrated, color fact sheets; and three types of completion certificates. These leader-led program materials are available on Red Cross Learning Center (for instructors) and on [redcross.org/whale-tales](https://redcross.org/whale-tales) for individuals without access to the Learning Center.

*Training programs for youth interested in becoming babysitters in their neighborhoods*

### **Babysitter's Training**

The purpose of the Babysitter's Training program is to provide youth who are planning to babysit with the knowledge and skills necessary to safely and responsibly give care for children and infants. This course – designed for youth ages 11 to 15 – helps participants to develop leadership skills; learn how to develop a babysitting business, keep themselves and others safe and help children behave; and learn about basic childcare and basic first aid.



## INSTRUCTORS AND INSTRUCTOR TRAINERS

### Instructor Certification

Certification occurs when an instructor candidate successfully completes the instructor course or the instructor bridge course (if qualified) and is issued an instructor certification indicating that all requirements have been met on that date.

Before an instructor can teach and gain access to the Red Cross Learning Center—Instructor Portal, s/he must be affiliated with a Training Provider. Once certified, an instructor may provide training based upon the affiliation with the Training Provider and the Training Provider's agreement with the Red Cross.

### Instructor Courses

Instructor courses train individuals to be able to teach the course(s) within a specific program. Most Red Cross instructor courses are in a blended learning format featuring an online introduction to the instructor course and an in-person portion. The online portion typically includes a review of the Red Cross mission and services, an overview of the training program and materials, and an introduction to the tools and resources available to instructors. Successful completion of the online introduction is required prior to attending the first session of the in-person portion of the instructor course.

The in-person portion is led by a certified Red Cross Instructor Trainer (IT) in the specific program area. It includes a precourse skills assessment, a review of the training program and materials, and features one or more practice-teaching assignments, which allow instructor candidates the opportunity to practice teaching sections of the course they will be teaching.

Upon successful completion of the instructor course, individuals will be granted a Red Cross Instructor certification permitting them to teach the course or courses within the training program area for a specific period of time, which is usually two years. Newly certified instructors must affiliate with a Training Provider in order to teach Red Cross courses and submit training records.

The specific prerequisites and details for instructor courses vary by training program. For information on instructor courses, visit the Red Cross Learning Center at [www.redcrosslearningcenter.org](http://www.redcrosslearningcenter.org) (no login required).

To register for an instructor course in your area, interested instructor candidates can search for a class on the Red Cross website <https://www.redcross.org/take-a-class> or call 1-800-RED-CROSS.

For organizations that wish to train multiple instructor candidates, the Red Cross offers "Full Service" instructor courses in which a Red Cross Instructor Trainer delivers the instructor course on-site. For information on scheduling an instructor course at your location, contact your sales representative.

## Instructor Bridging

Instructor bridging is an expedited instructor certification option that recognizes an individual's instructor certification and experience – either with the Red Cross or other national training organizations – in order to provide Red Cross Instructor certification without the need to attend a full instructor course. Most instructor bridge courses are online only courses that are made available to eligible instructor candidates at no cost.

Individuals who qualify for and complete the instructor bridge course and process will be granted the same Red Cross Instructor certification as an individual who completed the full instructor course for the program.

Specific requirements for instructor bridging vary by training program and details can be found on the Red Cross Learning Center at [www.redcrosslearningcenter.org](http://www.redcrosslearningcenter.org).

The information contains an extensive collection of resources and information for individuals interested in becoming a Red Cross certified instructor for various training programs.

The program-specific pages available from this site contain:

- Instructor certification options and requirements.
- Prerequisites and process information to complete an instructor bridge.

## Instructor Agreement and Instructor Code of Conduct

As part of the instructor certification and recertification process all Red Cross instructors are required to review and agree to the *Instructor Agreement and Instructor Code of Conduct*. Available on Red Cross Learning Center for certified instructors, the *Instructor Agreement and Instructor Code of Conduct* outlines the Red Cross obligations to instructors and instructors' obligation to the Red Cross related to the proper delivery and use of Red Cross training materials.

## Instructor Get Started Guide

The *Instructor Get Started Guide* is a resource for newly certified Red Cross instructors detailing the key initial steps that an instructor needs to complete to begin teaching Red Cross programs based on their new Instructor certification.

The *Instructor Get Started Guide* is distributed to instructors at the completion of their instructor course and is also available on the Red Cross Learning Center ([www.redcrosslearningcenter.org](http://www.redcrosslearningcenter.org)) in the "Resources" section.

## Instructor Trainers

Instructor Trainers are individuals certified to teach Red Cross instructor courses which certify new

Red Cross instructors. Similar to instructor requirements, in order for an instructor trainer (IT) to be able to teach instructor courses, the IT must:

- Be affiliated with a Training Provider.
- Sign or agree to the Instructor Trainer Agreement and Instructor Trainer Code of Conduct.

Additionally, once certified as an IT, the IT is permitted to teach instructor courses based upon their affiliation with the Training Provider and the Training Provider's agreement with the Red Cross.

## Instructor Trainer Academies

Instructor Trainer Academies are training courses where instructor trainer candidates achieve their IT certification by participating and successfully completing a training program led by a Red Cross Instructor Trainer Educator. IT Academy curriculum is focused on providing the IT candidates with the knowledge, skills and familiarity with the Red Cross training program area so the IT can train new instructors in:

- Skill expertise and mastery in the training program area,
- Facilitation and classroom management, and
- Understanding of Red Cross training tools, resources, and processes.

IT Academies are available for the First Aid/CPR/AED, Lifeguarding, and Water Safety programs. To attend an IT Academy, interested individuals must meet the qualifications and are required to complete an online application that includes providing details of the individual's teaching experience to-date and information on the IT candidates' interest in becoming an IT. Once the application is submitted, the IT Academy Administrative Coordinator reviews the application and contacts approved IT candidates with the steps to register for an IT academy.

The nationwide IT Academy schedule and the specific requirements and process for IT applicants to apply to attend an IT Academy are available in the Instructor Lifecycle section on the Red Cross Learning Center.

The Red Cross is always interested in partnering with organizations that would like to host an aquatic Instructor Trainer Academy at their facility. Program facility needs and requirements depend on the specific program area. Potential host facilities for aquatic Academies can complete the "Host IT Academy" application form located in the Instructor Trainer Candidates page under the Instructor Lifecycle section of the Red Cross Learning Center ([www.redcrosslearningcenter.org](http://www.redcrosslearningcenter.org)).

## Instructor Trainer Bridging

Instructor Trainer bridging is a certification option for currently certified Red Cross ITs to become an IT in a different training program area. The IT bridging option is also available to ITs from approved external organizations. Similar to instructor bridge courses, the IT bridge programs are online only courses covering key program information with a focus on conducting the instructor course for that program area.

In order to register for an IT bridge, qualified individuals are required to complete an online application which is reviewed by the Training Support Center. Approved ITs will be sent information on completing the online bridge. IT bridges may include a nominal fee due at registration.

For information on whether an IT bridge course is available for a specific program area as well as qualification requirements, refer to the program's Instructor Bulletin available or to the information on the Bridging to Become an Instructor page under the Instructor Lifecycle section on the Red Cross Learning Center.

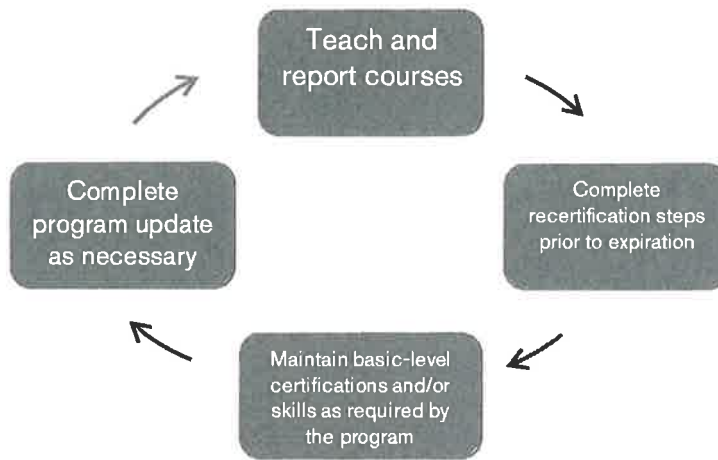
## Instructor Trainer Agreement and Instructor Code of Conduct

Instructor Trainers are required to review and agree to the *Instructor Trainer Agreement and Instructor Trainer Code of Conduct* as part of their IT certification and recertification process. A copy of the latest *Instructor Trainer Agreement and Instructor Trainer Code of Conduct* is available on Red Cross Learning Center.

## Maintaining Instructor and Instructor Trainer Certification

Requirements to maintain instructor and IT certification varies by training program. However, requirements typically include maintaining a basic-level certification in the program area, teaching a minimum number of class during the two-year certification period, completing an online recertification assessment or – depending on the program area – an in-person review course, and completing any instructor/IT update course as required by the Red Cross following a program update. Online Instructor/IT recertification assessments and updates are typically available at no cost during the update period.

A visual of the typical instructor or instructor trainer lifecycle is provided below.



For more information on the instructor lifecycle and maintaining certification requirements, instructors and ITs should review the program Instructor Bulletin, instructor's manual, and instructor trainer's guide and should review the contents of the Instructor Lifecycle section of the Red Cross Learning Center.

## Quality Assurance

The Red Cross is the leader in quality health and safety training, and it maintains that status by ensuring instructors and instructor trainers are provided the tools, resources and information to allow them to adhere to Red Cross training standards. The purpose of the Quality Assurance program is to maintain integrity and compliance with all American Red Cross products, programs, and instructional personnel. Quality Assurance reserves the right to fully review and take remediation measures for any classes, whether as a response to a reported concern or as a proactive measure to ensure quality. Any Quality Assurance questions or concerns should be addressed to [qualityassurance@redcross.org](mailto:qualityassurance@redcross.org)

This quality assurance program maintains integrity of Red Cross training and certification for our Training Providers and the individuals, workplaces, and communities where they train. For questions related to QA or to report an issue, please contact [qualityassurance@redcross.org](mailto:qualityassurance@redcross.org).

## Support for Instructors and Instructor Trainers

In addition to program materials such as the instructor's manual and instructor bulletin, a variety of support tools and resources for Red Cross instructors and instructor trainers are available on the Red Cross Learning Center.

### iConnection Newsletter

The *iConnection* newsletter is an email newsletter sent to all Red Cross instructors and instructor trainers approximately every six weeks. *iConnection* articles detail program updates and enhancements, answers to frequently asked questions related to content within Red Cross programs, and information on enhancements to instructor tools and resources to help instructors deliver Red Cross training programs.

To ensure they receive the *iConnection* newsletter, instructors, and instructor trainers are required to maintain an updated profile and email address in the Red Cross Learning Center.

## How-To Videos

A series of How-To Videos available on the home page and in the Resource section of the Red Cross Learning Center provide a step-by-step walkthrough of key actions and processes for both new and experienced instructors with screenshots and narration. Topics covered include:

- Accessing Your Instructor Certification Record
- Accessing Your Teaching History
- Entering Course Records
- Setting Up an Instructor Course
- Conducting and Closing Out an Instructor Course
- Setting Up and Managing a Basic-Level Blended Learning Course
- Red Cross Learning Center Site Orientation

## Forum

Available in the Forum section of the Red Cross Learning Center, the Forum is a collaboration space for instructors to discuss topics and to share information and best practices. Thousands of fellow instructors and instructor trainers from across the country participate in forums covering a variety of topics. Active groups include program specific groups such as First Aid/CPR/AED, Lifeguarding, and Water Safety Instructor as well as groups for instructor trainers and training networking.

## Click-to-Chat and Support Center Case Submission

If instructors or instructor trainers have a question that is not adequately addressed through the Community or the resources available on the Red Cross Learning Center, the Learning Center also includes capability for instructors or instructor trainers to submit a support case to the Training Support Center for non-urgent matters or to chat with a live representative for urgent matters. Click to Chat and Create a Support Case are available on the Questions section of the Red Cross Learning Center.

## CONDUCTING RED CROSS TRAINING PROGRAMS

### Maintaining Training Standards

Quality, consistency, and standardized delivery of courses are priorities of the American Red Cross. Red Cross courses are designed with standardized instructor outlines and lesson plans based on well-defined objectives to provide an optimal learning experience for a variety of participants. Many of the courses are designed to meet workplace certification and training requirements of different occupational settings, such as day care workers, workplace response teams, lifeguards, swim instructors, healthcare providers, and other professional responders. Both the course participants and organizations that hire individuals with Red Cross certifications expect and depend on the quality of training outlined in the programs.

To meet the objectives of the courses and ensure standardized delivery, the course outlines and lesson plans included in the instructor's manual must be followed. Facility availability or constraints, specific instructor-to-participant ratios, equipment-to-participant ratios, or participant needs may necessitate the need to adapt the course outline while still maintaining the educational progression of the course. Adapting the training does not mean that instructors or instructor trainers can add to, delete, or change content.

### Training Provider Course and Price Listing

The *Training Provider Course and Price Listing* lists the courses available to Training Providers and their instructors. This list is organized by program area and includes course combinations and bundles to satisfy the various needs of Training Providers and their students.

In 2018, the Red Cross implemented the practice of publishing an annual price list that will allow for modest price adjustments rather than larger increases that would more significantly impact our Training Providers.

The annual *Training Provider Course and Price Listing* can be found in the Resources section on the Red Cross Learning Center and will be provided to Training Providers via email each year well in advance of any pricing changes going into effect based upon our contracted agreements and terms to allow our Training Providers to plan accordingly.

To have courses added to your *Training Provider Agreement*, contact your sales representative.



## Training Equipment and Supplies

Many Red Cross training programs require specialized training equipment and supplies. The program's instructor's manual outlines the specific equipment needs for each course. Maintaining the equipment ratios outlined in the instructor's manual allows instructors to deliver quality training, stay within the timelines for the training, as well as to provide course participants the time they need to properly practice and learn skills.

Equipment used in Red Cross training must be maintained in good working order to ensure participant safety and effective practice. Equipment that is not in good working order detracts from participant's willingness to learn and practice effectively.

All equipment used in Red Cross training should be maintained according to manufacturer guidelines. Equipment such as CPR manikins should be cleaned after each use according to the manufacturer guidelines. More details on manikin decontamination is available in instructor's manuals for courses that teach CPR and AED. When using equipment during training, Training Providers should ensure that instructors take all the necessary safety precautions.

Equipment and supplies such as CPR manikins, AED trainers, and accessories are available for purchase from the Red Cross Store ([www.redcross.org/store.org](http://www.redcross.org/store.org)) or link to it via the Red Cross Learning Center ([www.redcrosslearningcenter.org](http://www.redcrosslearningcenter.org)).

## Training Materials

Training materials for Red Cross programs, including instructor's manuals, course presentation slides, and videos, are available in digital format on the Red Cross Learning Center or for purchase from the Red Cross Store. To prepare for classes, instructors can download digital versions of participant materials for most programs from the Red Cross Learning Center.

Print versions of participant materials can also be purchased from the Red Cross Store. Participants can download free digital course materials for most courses from the Red Cross Learning Center or [www.redcross.org/participantmaterials](http://www.redcross.org/participantmaterials).

## Delivering Blended Learning Courses

The Red Cross offers a variety of blended learning course options for basic-level courses, instructor-level courses and IT Academy training. Blended learning courses feature a combination of online learning and an in-person, classroom experience saving in-person training time while allowing course participants the flexibility to complete the online content at their convenience.

The online content for blended learning courses is accessed through the Red Cross Learning Center. Blended learning classes can easily be set up. Instructors have the option to directly enroll students in a class or save a seat (student voucher) and send the enrollment link to participants once the class is set up. The instructor will be able to view online completion status for all students prior to the in-person portion of the blended learning class.

How-To guides and video for setting up, managing, and closing a blended learning class, including email templates for sending the enrollment links or online course information to course participants are available in the Resources section of the Learning Center.

## Reporting Course Activity

Collection of information on course activity benefits both your organization and the Red Cross by:

- Providing records on students trained, which can be used by your organization to verify training requirements have been met.
- Providing statistics that help in health and safety program evaluation.
- Assisting in monitoring for quality assurance.
- Tracking instructor activity for maintaining instructor certification and recognition purposes.

For students to receive certificates, instructors must report courses taught along with students who took the courses. Course reporting is done electronically through the Red Cross Learning Center. There are two methods for instructors to report their teaching activity:

- **Course Record Entry:** This is the method for reporting classes for classroom-only courses. The Course Record Entry function can be accessed through the Red Cross Learning Center— Instructor Portal or Partner Portal home page.
- **Close a Blended Learning Class:** Blended learning classes are reported by using the Close a

Class function which is accessed by clicking on the specific class in the Classes I'm Teaching section on the home page of the Red Cross Learning Center.

When reporting course records, instructors or training partners must enter all the required information including course name, instructor information, training site name and address, student information (phone and or email), and student evaluation (successful, unsuccessful, not evaluated) and provide payment.

## Obtaining Course Completion Certificates

Digital certificates are available to students once the training fees have been paid. All students whose email addresses are entered in the Course Record Entry system will receive an email with a link to their certificate. Instructors can also print certificates immediately from the Course Record Entry system.

Certificates are available in two formats: 8.5" x 11" that can be printed or distributed electronically via email, and wallet-size that are designed to be printed on standard business card cardstock.

In addition to email, participants may also obtain copies of their Red Cross certification by entering the required information on the Find My Certificate page at [redcross.org/digitalcertificate](https://redcross.org/digitalcertificate).

Digital certificates include an alpha-numeric identifier and a QA code, which allows the certificate to be validated by electronic means. Employers can verify participants' Red Cross certification by entering the 6-digit alpha numeric identifier on the Find My Certificate page at [redcross.org/digitalcertificate](https://redcross.org/digitalcertificate).

## Payment Options

Payment for course records submitted in the Course Record Entry (CRE) system can be made by credit card or your organization may submit a purchase order if it has been approved for invoicing. Details on invoicing requirements and terms and conditions are outlined in your *Training Provider Agreement*. Invoices can be paid by check, ACH/EFT, or credit card. Contact Billing Support to pay by credit card or set up ACH/EFT at the number displayed on the Invoice. For more information on

payment options for training and supplies, visit [www.redcross.org/PHSSBilling](https://www.redcross.org/PHSSBilling) to view frequently asked questions (FAQs).

Training Providers that have been approved for invoicing can choose one of the following options:

- *No PO*: Used when your organization has been approved for invoicing privileges and does not require a Purchase Order number printed on the Invoice in order to remit payment.
- *Existing PO*: Used when Purchase Orders have already been set up in this system. Any existing POs may be updated to amend purchase limits or expiration dates as needed. The PO number you select will be displayed on the Invoice.
- *New PO*: Enter information from your organization's Purchase Order here to set up a new PO. You will be able to select this PO next time you enter training. This PO number will be displayed on the Invoice.

## AWARDS AND ALLIANCES

### Lifesaving Awards

#### The Certificate of Merit Award

The highest award given by the American Red Cross to an individual or team of individuals who save or sustain a life using skills and knowledge learned in a Red Cross Training Services course. This action exemplifies the highest degree of concern of one human being for another in distress. Certificate of Merit award is signed by the President of the United States, who is the Honorary Chairman of the American Red Cross, and the Chairman of the American Red Cross.

#### The Lifesaving Award (for Professional Responder and Healthcare Providers)

Given to an individual or team of individuals who saves or sustains a life outside of a medical setting and had an obligation to respond as part of employment (e.g., on-duty lifeguards; police, fire, and EMS personnel responding to a 9-1-1 call; professional health care workers). The certificate is signed by the Chairman of the American Red Cross and the President and CEO of the American Red Cross.

#### The Certificate of Extraordinary Personal Action

Awarded to individuals who step up in an emergency and help to save or sustain a life. The awardees exemplify the mission of the Red Cross to prevent and alleviate human suffering in the face of emergencies and are commended for their willingness to help others in distress. This award is given to individuals who are not Red Cross or are unable to provide evidence of Red Cross training.

#### The Instructor Lifesaving Award

One of the highest awards given by American Red Cross Training Services to instructors who taught an individual who used skills to save or sustain a life.

More information, including a nomination form for Red Cross Lifesaving Awards, can be found at [www.LifesavingAwards.org](http://www.LifesavingAwards.org).

### OSHA Alliance

On May 19, 2005, the American Red Cross and the Occupational Safety and Health Administration (OSHA) signed an Alliance agreement geared towards preparing employers and their employees to respond to disasters, life-threatening injuries, and other emergencies.

Through this agreement, the Red Cross and OSHA will provide information, guidance, and access to training resources on health and safety topics including emergency preparedness, disease prevention, and first aid in the workplace.

More information about the alliance is available on the OSHA National Alliances website: [https://www.osha.gov/dcsp/alliances/red\\_cross/red\\_cross.html](https://www.osha.gov/dcsp/alliances/red_cross/red_cross.html).

## American Red Cross Scientific Advisory Council

The American Red Cross Scientific Advisory Council is an independent panel of nationally recognized health and safety experts that helps establish the standard in first aid care and water safety. Drawing on a body of collective expertise from such diverse fields as emergency medicine, occupational health, sports medicine, school health, emergency medical services (EMS) response, and disaster mobilization, the Council advises the Red Cross in areas related to the development and dissemination of audience-appropriate information and training in first aid and water safety.

More information on the Scientific Advisory Council including scientific advisory statements and from the Council's bi-annual proceedings is available on Red Cross Learning Center Science page or at [www.redcross.org/science](http://www.redcross.org/science).

# PERMISSIONS

## American Red Cross Training Provider Logo Use Guidelines

We are pleased to offer Red Cross Training Providers multiple ways to display Red Cross branding to promote training offerings. Please refer to the guidelines for the use of these graphics as outlined in this document.

### Marketing Materials Created and Provided by the Red Cross

The Red Cross may create and distribute marketing materials specifically for use by Training Providers. Training Providers may use these assets to promote training offerings. These assets shall not be changed or altered in any way except in designated sections.

### Marketing Materials Created by Training Providers

Training Providers may create their own marketing assets to promote training offerings. These assets may use one of 4 approved Training Provider graphics.

The Training Provider graphic shall not be altered in any way. A clear space equal to the size of the red bar/ stripe must surround the graphic in all directions.

The following uses of the Training Provider graphic by Training Providers are permitted:

- Websites, web properties and social media pages of Training Providers to promote classes, including in streamed advertising videos.
- Brochures, flyers and promotional materials for Training Providers to post, email and make available in printed format in their location.

All other uses must be approved in writing by the Red Cross. Requests must be made via email sent to [TrainingSvcsMkting@redcross.org](mailto:TrainingSvcsMkting@redcross.org).



Authorized Training Provider



Proud Provider of Red Cross Training



Proud Provider of Nurse Assistant Training

## Usage—Prior Written Approval Required

The following uses of the Red Cross name and logo and Training Provider graphic require prior written approval in each instance:

- Paid advertising, including, but not limited to, print, digital, TV, and social media.
- Promotional items Training Providers develop such as apparel, hats, pins, cups, bottles, recognition plaques, etc. However, Training Providers may purchase promotional items from the Red Cross at [redcrossstore.org](http://redcrossstore.org) without prior written approval.

## Usage—Prohibited

The following uses of the Red Cross name and logo are prohibited in all instances:

- Altered versions of the Training Provider graphic.
- Altered versions of marketing materials created by the Red Cross.
- Unauthorized versions of the Red Cross logo created by Training Providers or obtained in any manner other than by digital download directly from the Red Cross, unless the Red Cross expressly authorizes otherwise.
- Use of Red Cross logo on uniforms designed by Training Provider, with or without Training Provider's logo.
- Registration of any Internet domain name or subdomain using the phrases American Red Cross or Red Cross.
- Hashtags using Red Cross or American Red Cross or other terms intended to reference Red Cross (such as ARC or RC), except as have been expressly authorized by Red Cross. NOTE: Use of the Red Cross handle on social media channels is permitted.
- Keyword search term advertising using Red Cross, American Red Cross or other terms intended to reference Red Cross (such as ARC or RC).
- Combination of the Red Cross name and/or logo with any other logo, slogan, statement.
- Presentation of the Red Cross name and/or logo in a way that causes confusion as to affiliation, endorsement or is otherwise misleading.
- Any use of the Red Cross name and/or logo after suspension or termination of one's Authorized Provider Agreement or Licensed Training Provider Agreement.

The Red Cross name only may be used on business cards and letterhead in conjunction with one of the statements set forth above. The Red Cross logo cannot be used on business cards and letterhead.

Subject to the license terms in their Authorized Provider Agreement or Licensed Training Provider Agreement, the terms in this document, and additional terms provided by Red Cross in association with the download of approved Training Provider graphics (collectively, the "Terms"), Training Providers may obtain downloadable files with approved Training Provider graphics. In addition, Training Providers may use marketing materials created by the Red Cross, as well as the Red Cross name, to promote and advertise that they offer Red Cross courses.

## American Red Cross Water Safety Instructor Usage Guidelines

Water Safety Instructor™, also referred to as WSI, is the name that has been in use by the Red Cross for over a century to identify its training and certification of swimming instructors, as is recognized by the aquatics community. This terminology is exclusive to the Red Cross, and therefore warrants trademark protection.

Because of the longstanding and exclusive use by the American Red Cross, when someone says that they are or were a “Water Safety Instructor” or “WSI”, it is understood by the aquatics industry that they received this qualification through the rigorous training programs of the American Red Cross, the gold standard for aquatics.

This document provides guidance on use of the trademarked brands “Water Safety Instructor” and “WSI” and the established standards and guidelines for the use of these terms in conjunction with Red Cross training courses. All Red Cross Training Providers must comply with these guidelines in all instances.

### Graphics

We are pleased to provide Red Cross Training Providers two graphics to use in marketing materials when promoting the Water Safety Instructor certification course.



**Proud Provider of Water Safety  
Instructor Training**



**Water Safety Instructor  
Certification Training**

Subject to the license terms in their *Authorized Provider Agreement* or *Licensed Training Provider Agreement*, the terms in this document, and additional terms provided by Red Cross in association with the download of approved logos and other marketing materials (collectively, the “Terms”), the Red Cross will make available to Training Providers downloadable files with approved graphics and marketing

materials and use the name, approved graphics and branded marketing materials to promote and advertise that they offer Red Cross courses.

The graphics may not be altered in any way.

### Word Marks

The terms “Water Safety Instructor” and “WSI” are trademarks of the Red Cross and must be used in conjunction with the words American Red Cross or Red Cross. Training Providers may use these terms to promote and advertise that they offer Red Cross courses. It is not necessary to use the trademark American Red Cross | Training Provider Resource Guide August 2021



symbol™ in a header design or a title/headline but it should be used upon first use in body copy text of any of these terms as follows:

American Red Cross Water Safety Instructor™  
 American Red Cross WSI™  
 Red Cross Water Safety Instructor™  
 Red Cross WSI™

The graphics may not be altered in any way.

## Usage – Approved

The Water Safety Instructor graphics shall not be altered in any way. A clear space equal to the size of the red bar/ stripe must surround the graphic in all directions.

The following uses of the Red Cross name, Water Safety Instructor graphics and Water Safety Instructor word marks by Training Providers are permitted subject to the Terms:

- Websites, web properties and social media pages of Training Providers to promote Water Safety Instructor classes.
- Brochures, flyers and promotional material as provided electronically by Red Cross for Training Providers to post and make available in printed format in their location electronically by Red Cross for Training Providers to post and make available in printed format in their location.
- Brochures, flyers and promotional materials developed by Training Providers, using an approved Water Safety Instructor graphic or use of the name American Red Cross, subject to our Brand Standards and the Terms.

All other uses must be approved in writing by Red Cross. All requests must be made via email sent to [TrainingSvcsMkting@redcross.org](mailto:TrainingSvcsMkting@redcross.org).

## Usage – Prior Written Approval Required

The following uses of the Red Cross name, Water Safety Instructor graphics and Water Safety Instructor word marks require prior written approval in each instance:

- Paid advertising, including, but not limited to, print, digital, TV, and social media.
- Promotional items you develop such as apparel, hats, cups, bottles, recognition plaques, etc. However, you may purchase promotional items from the Red Cross at [redcrossstore.org](http://redcrossstore.org) without prior written approval.

## Usage – Prohibited

The following uses of the Red Cross name, Water Safety Instructor graphics and Water Safety Instructor word marks are prohibited in **all instances** (“Unauthorized Uses”):

- Use of the word marks “Water Safety Instructor” or “WSI” without use of the trademark symbol on first use in body copy.
- Use of the word marks “Water Safety Instructor” or “WSI” without their being preceded by the words “American Red Cross” or “Red Cross.”
- Unauthorized versions of the Red Cross logo created by Training Providers or obtained in any manner other than by digital download directly from the Red Cross, unless the Red Cross expressly authorizes otherwise.
- Use of Red Cross logo on uniforms designed by Training Provider, with or without Training Provider’s logo.
- Registration of any Internet domain name or subdomain using the phrases American Red Cross or Red Cross.
- Hashtags using Red Cross or American Red Cross, or other terms intended to reference Red Cross (such as ARC or RC), except as have been expressly authorized by the Red Cross.
- Keyword search term advertising using Red Cross, American Red Cross or other terms intended to reference Red Cross (such as ARC or RC).
- Combination of the Red Cross name and/or logo with any other logo, slogan or statement.
- Presentation of the Red Cross name and/or logo in a way that causes confusion as to affiliation, endorsement or is otherwise misleading.
- Any use of the Red Cross name and/or logo after suspension or termination of one’s *Authorized Provider Agreement* or *Licensed Training Provider Agreement*.

The Red Cross name and Water Safety Instructor or WSI word marks only may be used on business cards and letterhead in conjunction with one of the statements set forth above. Neither the Red Cross logo nor the Water Safety Instructor graphics may be used on business cards and letterhead.

## Usage Examples

These examples and recommendations are being offered to Training Providers so that the public can distinguish what is American Red Cross training and what is not.

### For Training Providers That Teach Only Red Cross Programs

The words “American Red Cross” should appear before every Red Cross course name.

All Training Providers should use the course description provided by the Red Cross in the Water Safety Instructor fact sheet that can be found on the Red Cross Learning Center.

We encourage but do not require the use of the phrase “Proud Provider of Red Cross Training” as well as use of one or both of the Water Safety Instructor Training graphics seen in this guide on Training Provider websites and in marketing materials for Red Cross courses and/or the Training Provider’s

Red Cross programs in general.

## For Training Providers That Teach a Mix of Red Cross and Other Programs

The words “American Red Cross” should appear before every Red Cross course name.

Use the course description provided by the Red Cross in the Water Safety Instructor fact sheet that can be found on the Red Cross Learning Center.

We encourage use of the “Proud Provider of Red Cross Training” graphic on course pages mentioning Red Cross training. Placement of any phrases or graphics need to be associated only with the Red Cross courses.

We also encourage but do not require the use of one or both of the Water Safety Instructor Training and/or the “Proud Provider or Red Cross Training” graphics seen in this guide on Training Provider websites and in marketing materials related to Red Cross courses specifically.

## Copyright Permission Requests

American Red Cross materials are proprietary and subject to copyright protection. Training Providers and Certified Instructors must take care to use Red Cross training materials only as authorized, and to protect those materials from unauthorized use or distribution. The American Red Cross vigorously protects its materials to preserve their integrity and to protect them against exploitation by others. Training Providers are not authorized to edit or modify any American Red Cross material without permission and must not remove any copyright notices from them. Further you may not create derivative works of any American Red Cross material except as expressly permitted under your *Training Provider Agreement*. Under clearly defined criteria, the American Red Cross may grant permission to use text, photographs, illustrations and audiovisual material from the American Red Cross.

Improper use of American Red Cross materials or propriety content may result in immediate withdrawal of permission to use American Red Cross materials, and/or cancellation of the *Training Provider Agreement*. Training providers and instructors who have questions should contact their sales representatives or the Training Support Center.

## Translations into Other Languages

The translation of American Red Cross materials into another language requires prior written approval from American Red Cross. Additional requirements may also apply.

## Training Outside the Jurisdiction of the American Red Cross

The American Red Cross is not permitted to solicit, deliver services, or provide program support for instructors, companies, agencies, or organizations that are not within the jurisdiction of the United States or its territories unless permitted by or requested to do so by the Red Cross or Red Crescent Society of American Red Cross | Training Provider Resource Guide August 2021

that country. Training overseas is generally confined to U.S. military installations and U.S. embassies and consulates. Training providers and instructors who have questions about training outside of the United States and/or its territories, should contact their sales representative or the Training Support Center.

## ADDITIONAL PRODUCTS AND SERVICES

### Automated External Defibrillators (AEDs)

The Consensus on Science and Treatment Recommendations for CPR and Emergency Cardiovascular Care (ECC) agrees that Sudden Cardiac Arrest can be treated most effectively by a combination of CPR and defibrillation. Along with providing comprehensive training on how to use an AED, the Red Cross partners with leading manufacturers to help your organization obtain the devices you need to keep your workplaces, schools, and facilities safe. Contact your sales representative for current AED promotional offers.

### Aquatic Examiner Service

The Aquatic Examiner Service (AES) Program is designed to:

- Develop goals to improve operations, training, and performance.
- Increase lifeguard accountability, attention to safety, professionalism, and pride.
- Reinforce and strengthen the lifeguard's emergency response skills.
- Maintain high lifeguarding operational standards.

The AES program starts with a Red Cross examiner conducting an in-depth facility tour to understand your safety and lifeguarding operations. You'll then receive a comprehensive, objective evaluation based on American Red Cross Lifeguarding program standards. As a follow-up, unannounced site visits will evaluate on-the-job lifeguard performance including surveillance and rescue skills.

For more information and to request a quote, visit [redcross.org/aquaticexaminer](https://www.redcross.org/aquaticexaminer).

### Emergency and First Aid Kits

In addition to training program materials, equipment, and supplies, the Red Cross Store provides a variety of emergency and first aid kits perfect for your workplace, for your home, or on the go. From car first aid kits to bleeding control kits to ANSI-compliant emergency cabinets, the Red Cross Store can provide the emergency response equipment you need.

Visit <https://www.redcross.org/store.org/> to browse our emergency and first aid products.

## Red Cross Mobile Apps

Put expert advice in your hand with the Red Cross suite of free mobile apps. These apps can be downloaded from iTunes or Google Play. Please encourage your employees, instructors and participants to take advantage of these free tools!

### First Aid

Follow the simple step-by-step instructions to guide you through everyday first aid scenarios. It is fully integrated with 9-1-1 so you can call EMS from the app at any time. Videos and animations make learning first aid fun and easy. The content is preloaded, giving you instant access to all safety information at any time, even without reception or an Internet connection. Ahora disponible en español. Download from iTunes or Google Play or text "GETFIRST" to 90999.

### Pet First Aid

Take care of your furry family member. The American Red Cross Pet First Aid app puts veterinary advice for everyday emergencies in the palm of your hand. Get the app and be prepared to act when called upon. With videos, interactive quizzes, and simple step-by-step advice it's never been easier to know Pet First Aid. Download from iTunes or Google Play or text "GETPET" to 90999.

### Blood

Find nearby Red Cross blood drives, schedule appointments, follow your blood journey from donation to delivery. Download from iTunes or Google Play or text "BLOODAPP" to 90999.

### Hero Care

Whether you're the parent of a child joining the military or a family member of the military/veteran communities, Hero Care will connect you to important resources that can help you through both emergency and non-emergency situations. Ahora disponible en español. Download from iTunes or Google Play or text "GETHEROCARE" to 90999.

### Emergency

Monitor more than 35 different severe weather and emergency alerts, to help keep you and your loved ones' safe. Ahora disponible en español. Download from iTunes or Google Play or text "GETEMERGENCY" to 90999.

### Tornadoes

Get your family and home ready for a tornado. This is the complete solution you need to understand and prepare for a tornado. Ahora disponible en español. Download from iTunes or Google Play or text "GETNADO" to 90999.

### Hurricanes

Monitor conditions in your area or throughout the storm track, prepare your family and home, find help and let others know you are safe even if the power is out—a must have for anyone who lives in an area where a hurricane may strike or has loved ones who do. Ahora disponible en español. Download from iTunes or Google Play or text "GETCANE" to 90999.

## Earthquakes

Get notified when an earthquake occurs, prepare your family and home, find help and let others know you are safe even if the power is out—a must have for anyone who lives in an earthquake-prone area or has loved ones who do. Ahora disponible en español. Download from iTunes or Google Play or text “GETQUAKE” to 90999.

## Flood

Get your family and home ready for a flood. This app is the complete solution you need to understand and prepare for flooding and all that comes with it. With interactive quizzes and simple step-by-step advice, it's never been easier to be ready! Ahora disponible en español. Download from iTunes or Google Play or text “GETFLOOD” to 90999.

**Free, fun, and informative apps for parents and kids:**

## Swim

Get the most out of Red Cross swim lessons with the Swim App. Created as a companion to the newly-updated Learn-to-Swim program (including Preschool Aquatics), this app will help you keep your swimmer motivated, while providing you the latest in water safety guidance to help ensure your family stays safe in, on and around the water. Download from iTunes or Google Play or text “SWIM” to 90999.

## Monster Guard

For kids, 7-11 years old. This app teaches preparedness for real-life emergencies at home with the help of Maya, Chad, Olivia and all the monsters. Download from iTunes or Google Play or text “MONSTER” to 90999.



## DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls  
 220 Clay Street  
 Cedar Falls, Iowa 50613  
 Phone: 319-273-8600  
 Fax: 319-268-5126  
[www.cedarfalls.com](http://www.cedarfalls.com)

### MEMORANDUM

#### *Planning & Community Services Division*

**TO:** Honorable Mayor Robert M. Green and City Council  
**FROM:** Michelle Pezley, Planner III  
**DATE:** February 28, 2022  
**SUBJECT:** Community Development Block Grant Funds (CDBG) Service Agency  
 Contract: Family Management Financial Solutions.

The City of Cedar Falls is committed to obtaining funds every year through federal programs like CDBG, HOME, and Section 8 to help serve the needs of low and moderate-income families and individuals living in Cedar Falls. The City may use up to 15% of our CDBG to fund local service agencies.

As listed in the Annual Action Plan for this budget year, the City designed \$37,960 to Prevent Homelessness through Agency and Organizational Support. The City Council awarded \$9,500 to Exceptional Persons Inc., Northeast Iowa Food Bank, Pathways Behavioral Services, and Salvation Army in November and December of 2021. This contract is the last of the five contracts that staff anticipated.

HUD requires some of the funding to be set aside for housing counseling. Staff has worked with Family Management Financial Solutions to provide housing counseling to Cedar Falls residents that are low to moderate-income. Family Management Financial Solutions is certified by HUD for housing counseling. Attached is the contract with Family Management Financial Solutions for \$2,620.

At their November 10, 2020 meeting, the Housing Commission reviewed the recommended allocation of funds to all five agencies and recommends approval.

Please contact staff if you have any questions.

Xc: Stephanie Houk-Sheetz, AICP, Director of Community Development  
 Karen Howard, AICP, Planning & Community Services Manager



## AGREEMENT FOR PROFESSIONAL SERVICES

### PART I - TERMS AND CONDITIONS

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the City of Cedar Falls, Iowa, hereinafter called the CITY, and **Family Management Financial Solutions, Inc.** hereinafter called the AGENCY.

WHEREAS, the City of Cedar of Cedar Falls has received approval from the Secretary of Housing and Urban Development (HUD) of an application for funds under Title I of the Housing and Community Development Act of 1974, as amended, and approval of implementation of activities.

WHEREAS, the City of Cedar Falls has allocated funds as part of the Community Development Block Grant (CDBG) Program, for the purpose of aiding homebound, elderly, disabled, and/or low- and moderate-income citizens, as defined by HUD's Section 8 Income Limits, and handicapped residents.

WHEREAS, the AGENCY is comprised of professional staff and will carry out the agreement by providing assistance to eligible Cedar Falls citizens, as defined by HUD's Section 8 Income Limits, herein attached as Exhibit A.

The CITY shall compensate the AGENCY in accordance with the terms and conditions of the Agreement.

#### 1. THE WORKING RELATIONSHIP WITH THE CITY

The AGENCY shall work with and through the Department of Community Development of Cedar Falls, Iowa, for the purpose of performing the services as hereinafter defined.

#### 2. SERVICES TO BE PROVIDED BY THE CITY

A. The CITY shall furnish to the AGENCY at no cost, available general information and records which pertain to the project.

B. The CITY shall be responsible for monitoring the AGENCY for HUD compliance and the keeping of the project CDBG account.

C. The CITY shall refer eligible Cedar Falls citizens, as defined by HUD's Section 8 Income Limits to AGENCY.

#### 3. AGENCY STATEMENT OF WORK/SCOPE OF SERVICES

CDBG funds provided through the City of Cedar Falls will be used exclusively to provide services to low- and moderate-income residents of Cedar Falls. The Statement of Work/Scope of Services of the AGENCY for FY21-22 are as follows:

Family Management Financial Solutions, Inc. is a HUD Certified Counseling Agency. Family Management Financial Solutions will be on retainer for the City in which the City may refer a citizen needing housing counseling to Family Management Financial Solutions for assistance.

4. COMPLETION DATE

The aforementioned services shall be accomplished during the time period beginning January 2022 and ending July 30, 2022. This agreement will be valid upon execution by the CITY and AGENCY.

5.. AGREEMENT SUM

The AGENCY shall be compensated for services provided under this contract not to exceed \$2,620 of CDBG funds.

6.. METHOD OF PAYMENT

The method of payment shall be on a quarterly reimbursable basis. Each quarterly request by the AGENCY for reimbursement shall be supported by a completed "Direct Benefit Activity" form herein attached as Exhibit B, bills, invoices, and/or other appropriate documentation. The AGENCY shall submit requests for payment and maintain adequate source documentation in accordance with the applicable provisions as specified in this Agreement.

7.. RECORDS AND REPORTS

A. The AGENCY will maintain a list of all citizens assisted with CDBG funds. Each agency, as a condition of resident participation, shall supply complete information regarding head of household's name, race, ethnicity, address, age, sex, household size, household income and date(s) of service. This information will be made available to the CITY upon request. If the AGENCY is unable to provide the client's name and address due to the confidential nature of the project, an identifying code number will be substituted for the name and address.

B. The AGENCY will submit quarterly progress reports providing all information requested on Exhibit B. Quarterly reports will be due April 15, 2022; and July 15, 2022 and shall be submitted to:

Karen Howard  
City Hall  
220 Clay Street  
Cedar Falls, Iowa 50613

- C. The AGENCY will submit to the CITY the names and job descriptions for project managers that clearly set out responsibilities for control and compliance.
- D. The AGENCY will maintain all applicable project documentation for a period of three (3) years following completion of this project. This documentation will include but not be limited to: eligibility verification information, intake and application files, job site time sheets, schedules, and work performance logs.

#### 10. MONITORING PROCEDURES

The Cedar Falls Department of Community Development will be responsible for the administration of this Agreement to ascertain whether the AGENCY is complying substantially with the CDBG Agreement, regulations and provisions.

- A. On-site monitoring visits may be conducted by the City at City's discretion to verify Agreement compliance.
- B. The CITY will review AGENCY files to determine if adequate information is being maintained to be in compliance with Section 8 of this Agreement. The CITY will provide the AGENCY with a monitoring report outlining any deficiencies in record keeping procedures and any corrective action to be implemented after any on-site monitoring visit.

#### 11. EXTENT OF STATEMENT

This AGREEMENT, composed of Part I, Part II and Exhibits A, hereby incorporated by this reference, represents the entire and integrated AGREEMENT between the CITY and the AGENCY and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended only by written instrument signed by both CITY and the AGENCY. Said amendments shall be executed following approval by City Council and the Agency's governing board, and both CITY and AGENCY shall retain an original executed copy

#### 12. DISPOSITION

When original or replacement equipment acquired under a grant or subgrant is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency, disposition of the equipment will be made as follows:

- A. Items of equipment with a current per-unit market value of less than \$500 may be retained, sold or otherwise disposed of with no further obligation to the awarding party.

B. Items of equipment with a current per unit fair market value in excess of \$500 may be retained or sold and the awarding agency shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the awarding agency's share of the equipment. In cases where a grantee or subgrantee fails to take appropriate disposition actions, the awarding agency may direct the grantee or subgrantee to take disposition actions.

13. APPLICABLE LAW

This AGREEMENT shall be governed by the laws of the State of Iowa. IN WITNESS WHEREOF they have executed this AGREEMENT, the day and year first above mentioned.

AGENCY:

CITY:

FAMILY MANAGEMENT  
FINANCIAL SOLUTIONS

CITY OF CEDAR FALLS, IOWA

BY: *Kent Hackett*

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_

DATE: 2/14/22

DATE: \_\_\_\_\_

**AGREEMENT FOR PROFESSIONAL SERVICES  
PART II - TERMS AND CONDITIONS**

1. TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, the AGENCY shall fail to fulfill in timely and proper manner their obligations under this contract, or if the AGENCY shall violate any of the covenants, agreements or stipulations of this contract, the CITY shall thereupon have the right to terminate this Contract by given written notice to the AGENCY of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the AGENCY under this Contract shall, at the option of the CITY, become its property and the AGENCY shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the AGENCY shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the Contract by the AGENCY, and the CITY may withhold any payments to the AGENCY for the purpose of set-off until such time as the exact amount of damages due the CITY from the AGENCY is determined.

2. TERMINATION FOR CONVENIENCE OF THE CITY

The CITY may terminate this Contract at any time by giving at least ten (10) days notice in writing to the AGENCY. If the Contract is terminated by the CITY as provided herein, the AGENCY will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the AGENCY, Paragraph 1 hereof relative to termination shall apply.

3. CHANGES

The CITY may, from time to time, request changes in the scope of the services of the AGENCY to be performed hereunder. Such changes, including any increase or decrease in the amount of the AGENCY'S compensation, which are mutually agreed upon by and between the CITY and the AGENCY, shall be incorporated in written amendments to this Contract.

4. PERSONNEL

A. The AGENCY represents that they have, or will hire at their own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

B. All of the services required hereunder will be performed by the AGENCY or under their supervision and all personnel engaged in the work shall be fully

qualified and shall be authorized or permitted under State and local law to perform such services.

- C. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the CITY. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

5. ASSIGNABILITY

The AGENCY shall not assign any interest on this Contract, and shall not transfer or assign any interest in the same without the prior written consent of the CITY, provided, however, that claims for money by the AGENCY from the CITY under this Contract may be assigned to a bank, trust company or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished to the CITY.

6. REPORTS AND INFORMATION

The AGENCY, at such times and in such forms as the CITY may require, shall furnish the CITY such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

7. RECORDS AND AUDITS

The AGENCY shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the CITY to assure proper accounting for all project funds, both Federal and nonfederal shares. These records will be made available for audit purposes to the CITY or any authorized representative and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the CITY.

8. FINDINGS CONFIDENTIAL

All of the reports, information, data, etc., prepared or assembled by the AGENCY under this Contract are confidential and the AGENCY agrees that they shall not be made available to any individual or organization without the prior written approval of the CITY.

9. COPYRIGHT

No report, maps or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the AGENCY.

## 10. COMPLIANCE WITH LOCAL LAWS

The AGENCY shall comply with all applicable laws, ordinances and codes of the State of Iowa and the City of Cedar Falls, and the AGENCY shall save the CITY harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.

## 11. EQUAL OPPORTUNITY EMPLOYMENT

During the performance of this Contract, the AGENCY agrees as follows:

- A. The AGENCY will not discriminate against any employee or applicant for employment because of age, race, creed, sex, sexual orientation, gender identity, religion, color, disability, or national origin. The AGENCY will take affirmative action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to their age, race, creed, sex, sexual orientation, gender identity, religion, color, disability, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The AGENCY agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the CITY setting forth the provisions of this non-discrimination clause.
- B. The AGENCY will, in all solicitation or advertisements for employees placed by or on behalf of the AGENCY, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, sex, sexual orientation, gender identity, religion, color, disability, or national origin.
- C. The AGENCY will, cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- D. The AGENCY will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- E. The AGENCY will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the CITY'S Department of Community Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the AGENCY'S noncompliance with the noncompliance

clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the AGENCY may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

- G. The AGENCY will include the provisions of paragraphs 11(1) through 11(7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The AGENCY will take such action with respect to any subcontract or purchase order as the CITY'S Department of Community Development may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the AGENCY becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the CITY'S Department of Community Development, the AGENCY may request the United States to enter into such litigation to protect the interests of the United States.

12. CIVIL RIGHTS ACTS OF 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

13. SECTION 309 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

14. "SECTION 3" COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

- A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be



awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135 and all applicable rules and orders of the Department issued thereunder prior the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

#### 15. INTEREST OF MEMBERS OF A CITY

No member of the governing body of the City and no other officer, employee, or agent of the CITY who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the AGENCY shall take appropriate steps to assure compliance.

#### 16. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the AGENCY shall take appropriate steps to assure compliance.

#### 17. INTEREST OF AGENCY AND EMPLOYEES

The AGENCY covenants that they presently have no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of their services hereunder. The AGENCY further covenants that in the performance of this Contract, no person having any such interest shall be employed.

### **CONTRACTOR**

#### **SECTION 3 PLAN FORMAT**

The AGENCY agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the Waterloo-Cedar Falls SMA.

1. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
2. To attempt to recruit from within the necessary number of lower income residents through: Local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or U.S. Employment Service.
3. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- \*4. To insert this Section 3 plan in all bid documents, and to require all bidders on subcontractors to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- \*5. To ensure that subcontractors which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.

- 6. To formally contact union, subcontractors and trade associations to secure their cooperation for this program.
- 7. To ensure that all appropriate project area business concerns are notified of pending subcontractual opportunities.
- 8. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.

\*Loans, grants, contracts and subsidies for less than \$10,000 will be exempt.

- 9. To appoint or recruit an executive official of the company or agency as an Equal Opportunity Officer to coordinate the implementation of the Section 3 plan.
- 10. To list all projected work force needs for all phases of this project by occupation, trade, skill level, and number of positions.

As officers and representatives of the AGENCY we, the undersigned, have read and fully agree to this Affirmative Action Plan, and become a party to the full implementation of this program.

Family Managment

Agency

[Handwritten Signature]

Signature

Executive Director

Title

2/14/22

Date

ATTEST:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
CERTIFICATION OF AGENCY REGARDING EQUAL EMPLOYMENT  
OPPORTUNITY INSTRUCTIONS**

This certification is required pursuant of Executive Order 11246(30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the Equal Opportunity clause; and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the AGENCY has not filed a compliance report due under applicable instructions, such AGENCY shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

**CERTIFICATION BY AGENCY**

NAME AND ADDRESS OF AGENCY: 359 Rock Island Ave  
Wetteroo, IA 50701

- 1. Agency has participated in a previous contract or subcontract subject to the Equal Opportunity clause.  
 Yes      \_\_\_ No
- 2. Compliance reports were required to be filed in connection with such contract or subcontract.  
 Yes      \_\_\_ No
- 3. Agency has filed all compliance reports due under applicable instructions, including SF-100.  
 Yes      \_\_\_ No
- 4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?  
\_\_\_ Yes       No

PRINTED NAME: Kathy Hackett

TITLE: Executive Director

SIGNATURE: [Handwritten Signature]

DATE: 2/14/02

## Exhibit A:

<b>CDBG Annual Income Limits Effective June 1, 2021</b>								
	1	2	3	4	5	6	7	8
Extremely Low Income	\$15,600	\$17,800	\$20,050	\$22,250	\$24,050	\$25,850	\$27,600	\$29,400
Very Low Income	\$25,950	\$29,650	\$33,350	\$37,050	\$40,050	\$43,000	\$45,950	\$48,950
Low Income	\$41,550	\$47,450	\$53,400	\$59,300	\$64,050	\$68,800	\$73,550	\$78,300

**CITY OF CEDAR FALLS, IOWA  
 FY 21-22 CDBG SUB-RECIPIENT  
 QUARTERLY PERFORMANCE REPORT  
 DIRECT BENEFIT TO LOW INCOME PERSONS**

AGENCY NAME: \_\_\_\_\_

QUARTER #: \_\_\_\_\_

NUMBER OF FEMALE-HEADED HOUSEHOLDS: \_\_\_\_\_

TOTAL NUMBER OF PERSONS BENEFITTING FROM ACTIVITY: \_\_\_\_\_

TOTAL NUMBER OF HOUSEHOLDS BENEFITTING FROM ACTIVITY: \_\_\_\_\_

	<u>Households</u>	<u># Hispanic</u>	<u>Persons</u>	<u># Hispanic</u>
White	_____	_____	_____	_____
Black/African American	_____	_____	_____	_____
Asian	_____	_____	_____	_____
American Indian/Alaskan	_____	_____	_____	_____
Hawaiian/Pacific Islander	_____	_____	_____	_____
American Indian/Alaskan & White	_____	_____	_____	_____
Asian & White	_____	_____	_____	_____
Black/African American & White	_____	_____	_____	_____
American Indian/Alaskan & Black/African American	_____	_____	_____	_____
Other Multi-Racial	_____	_____	_____	_____
<b>TOTAL</b>	_____	_____	_____	_____

\*This refers to ethnicity rather than race; the number in this column should also be included in the column for total served. A client must identify their race, and then indicate Hispanic or non-Hispanic.

<b>TOTAL NUMBER OF PERSONS SERVED:</b>	<u>Households</u>	<u>Persons</u>
# of Extremely Low Income: (at or below 30% of Area Median Income)		
# of Very Low Income: (between 31 - 50% of Area Median Income)		
# of Low Income: (between 51 - 80% of Area Median Income)		

<b>CDBG Annual Income Limits Effective June 1, 2021S</b>								
	1	2	3	4	5	6	7	8
Extremely Low Income	\$15,600	\$17,800	\$20,050	\$22,250	\$24,050	\$25,850	\$27,600	\$29,400
Very Low Income	\$25,950	\$29,650	\$33,350	\$37,050	\$40,050	\$43,000	\$45,950	\$48,950
Low Income	\$41,550	\$47,450	\$53,400	\$59,300	\$64,050	\$68,800	\$73,550	\$78,300

**NARRATIVE DESCRIPTION OF QUARTERLY ACTIVITIES USING CDBG FUNDS:**

LINE ITEM EXPENSES FOR REIMBURSEMENT:

--

AGENCY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SUBMITTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

AMOUNT REQUESTING: \_\_\_\_\_

QUARTER NO: \_\_\_\_\_





DEPARTMENT OF PUBLIC WORKS

**MEMORANDUM**

ADMINISTRATION DIVISION  
2200 TECHNOLOGY PKWY  
CEDAR FALLS, IOWA 50613  
319-273-8629  
FAX 319-273-8632

OPERATIONS AND  
MAINTENANCE DIVISION  
2200 TECHNOLOGY PKWY  
319-273-8629  
FAX 319-273-8632

**TO:** Mayor Rob Green and City Council  
**FROM:** Brian Heath, Oper./Maint. Division Manager  
**DATE:** February 8, 2022  
**SUBJECT:** Equipment Purchase

Bids were opened on January 6, 2021 for a dump truck/snow plow combination to be utilized in the Operations and Maintenance Division. Due to industry wide shortages there was no bids received for the truck chassis. There was however three bids received for the truck components. This includes the box, plow, material spreader and hydraulic system.

Following is a summation of the bids received for the body components;

Body

Tri State Truck Equipment	\$97,098.00
Hi Way Truck Equipment	\$106,829.00
Future Line Truck Equipment	\$127,421.87

The bid received form Tri State Equipment in the amount of 97,098.00 was in order and the lowest bid received.

To avoid an upcoming price increase for the component package, Public Works is requesting to purchase the truck components at this time. This will also ensure components will not be delayed once a chassis becomes available.

Therefore, it is the recommendation of the Public Works Department to approve a resolution authorizing the expenditure of funds in accordance with the Accounting Policies and Procedures and Purchasing Manual for the purchase of said equipment for a total of \$97,098.00.

This expenditure is fully funded for FY23 and will be paid from Street Construction Funds.

Please feel free to contact me if you have questions.

CC: Chase Schrage, Public Works Director


**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 Rob M. Green and City Council

**FROM:** Matthew Tolan, EI, Civil Engineer II

**DATE:** February 14<sup>th</sup>, 2022

**SUBJECT:** West Viking Road Industrial Park Phase V  
 City Project Number: SU-364-3189  
 Bid Opening

On Friday, February 11<sup>th</sup>, 2022 at 2:00 p.m., bids were received and opened for the West Viking Road Industrial Park Phase V Project. A total of four (4) bids were received, with Petersen Contractors, Inc. the low bidder:

	<i>Total Bid</i>
Engineering Estimate	\$8,714,882.00
Petersen Contractors, Inc.	\$8,147,645.50
Steger Construction, Inc.	\$10,398,091.25
Pirc-Tobin Construction, Inc.	\$10,481,235.50
C.J. Moyna & Sons, LLC	\$10,992,313.30

The Engineer's Estimate for this project was \$8,714,882.00. Petersen Contractors, Inc. of Reinbeck, Iowa submitted the low bid in the amount of \$8,147,645.50. Attached is a bid tab for your reference.

We recommend acceptance of the lowest bid from Petersen Contractors, Inc. in the amount of \$8,147,645.50. On March 7<sup>th</sup>, 2022, the Contract, Bonds, and Insurance Certificate will be submitted for City Council approval.

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

**CEDAR FALLS WEST VIKING ROAD INDUSTRIAL PARK PHASE V (#8022849)**

Owner: Cedar Falls IA, City of  
 Solicitor: Snyder & Associates, Inc.  
 02/11/2022 02:00 PM CST

Line Item	Item Code	Item Description	UofM	Quantity	Engineer Estimate		Peterson Contractors Inc		Steger Const Inc		Pirc-Tobin Construction Inc		C.J. Moyna & Sons, LLC	
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	2010-C	Clearing and Grubbing	LS	1	\$5,000.00	\$5,000.00	\$25,000.00	\$25,000.00	\$17,500.00	\$17,500.00	\$20,000.00	\$20,000.00	\$15,000.00	\$15,000.00
2	2010-D-1	Topsoil, On-site	CY	224000	\$4.00	\$896,000.00	\$3.95	\$884,800.00	\$4.98	\$1,115,520.00	\$5.00	\$1,120,000.00	\$5.00	\$1,120,000.00
3	2010-E	Excavation, Class 10	CY	962200	\$2.50	\$2,405,500.00	\$2.34	\$2,251,548.00	\$3.46	\$3,329,212.00	\$3.65	\$3,512,030.00	\$3.60	\$3,463,920.00
4	2010-E	Excavation, Class 10, Unsuitable or Unstable	CY	400	\$12.50	\$5,000.00	\$57.00	\$22,800.00	\$71.45	\$28,580.00	\$75.00	\$30,000.00	\$20.00	\$8,000.00
5	2010-G	Subgrade Preparation, 24"	SY	23715	\$4.00	\$94,860.00	\$1.55	\$36,758.25	\$3.53	\$83,713.95	\$3.75	\$88,931.25	\$9.00	\$213,435.00
6	2010-I	Subbase, Modified, 12"	SY	23715	\$11.00	\$260,865.00	\$13.85	\$328,452.75	\$15.87	\$376,357.05	\$17.50	\$415,012.50	\$33.20	\$787,338.00
7	2010-999-A	Temporary Granular Access Road	SY	4622	\$30.00	\$138,660.00	\$15.00	\$69,330.00	\$20.00	\$92,440.00	\$25.00	\$115,550.00	\$23.40	\$108,154.80
8	2010-L	Compaction Testing	LS	1	\$17,500.00	\$17,500.00	\$20,000.00	\$20,000.00	\$29,500.00	\$29,500.00	\$30,000.00	\$30,000.00	\$20,000.00	\$20,000.00
9	3010-C	Trench Foundation	TON	186	\$35.00	\$6,510.00	\$31.00	\$5,766.00	\$45.00	\$8,370.00	\$45.00	\$8,370.00	\$28.90	\$5,375.40
10	3010-D	Replacement of Unsuitable Backfill Material	CY	325	\$25.00	\$8,125.00	\$40.00	\$13,000.00	\$40.00	\$13,000.00	\$40.00	\$13,000.00	\$48.00	\$15,600.00
11	3010-F	Trench Compaction Testing	LS	1	\$40,000.00	\$40,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$20,000.00	\$20,000.00
12	4010-A-1	Sanitary Sewer Gravity Main, Trenched, PVC SDR 26, 12"	LF	3604	\$75.00	\$270,300.00	\$90.00	\$324,360.00	\$100.00	\$360,400.00	\$100.00	\$360,400.00	\$95.80	\$345,263.20
13	4010-A-1	Sanitary Sewer Gravity Main, Trenched, PVC SDR 15"	LF	251	\$90.00	\$22,590.00	\$108.00	\$27,108.00	\$145.00	\$36,395.00	\$145.00	\$36,395.00	\$172.00	\$43,172.00
14	4010-A-1	Sanitary Sewer Gravity Main, Trenched, PVC SDR 26, 21"	LF	530	\$110.00	\$58,300.00	\$147.00	\$77,910.00	\$200.00	\$106,000.00	\$200.00	\$106,000.00	\$197.50	\$104,675.00
15	4010-C-1	Sanitary Sewer Force Main, Trenched, PVC, 1.5"	LF	905	\$40.00	\$36,200.00	\$24.00	\$21,720.00	\$15.00	\$13,575.00	\$15.00	\$13,575.00	\$34.50	\$31,222.50
16	4010-E	Sanitary Sewer Service Stub, PVC SDR 23.5, 6"	LF	771	\$55.00	\$42,405.00	\$60.00	\$46,260.00	\$75.00	\$57,825.00	\$75.00	\$57,825.00	\$58.60	\$45,180.60
17	4010-H	Removal of Sanitary Sewer, All Types and Sizes	LF	150	\$35.00	\$5,250.00	\$12.00	\$1,800.00	\$35.00	\$5,250.00	\$35.00	\$5,250.00	\$14.70	\$2,205.00
18	4020-A-1	Storm Sewer, Trenched, RCP, 15"	LF	1433	\$62.00	\$88,846.00	\$55.50	\$79,531.50	\$55.50	\$79,531.50	\$55.50	\$79,531.50	\$55.10	\$78,958.30
19	4020-A-1	Storm Sewer, Trenched, RCP, 18"	LF	611	\$67.00	\$40,937.00	\$52.50	\$32,077.50	\$56.50	\$34,521.50	\$56.50	\$34,521.50	\$52.40	\$32,016.40
20	4020-A-1	Storm Sewer, Trenched, RCP, 24"	LF	2016	\$85.00	\$171,360.00	\$68.00	\$137,088.00	\$75.00	\$151,200.00	\$75.00	\$151,200.00	\$67.60	\$136,281.60
21	4020-A-1	Storm Sewer, Trenched, RCP, 30"	LF	855	\$120.00	\$102,600.00	\$84.00	\$71,820.00	\$100.00	\$85,500.00	\$100.00	\$85,500.00	\$83.70	\$71,563.50
22	4020-A-1	Storm Sewer, Trenched, RCP, 36"	LF	1495	\$145.00	\$216,775.00	\$114.00	\$170,430.00	\$127.50	\$190,612.50	\$127.50	\$190,612.50	\$113.00	\$168,935.00
23	4020-A-1	Storm Sewer, Trenched, RCP, 42"	LF	733	\$180.00	\$131,940.00	\$142.00	\$104,086.00	\$185.00	\$135,605.00	\$185.00	\$135,605.00	\$141.50	\$103,719.50
24	4020-A-1	Storm Sewer, Trenched, RCP, 48"	LF	195	\$200.00	\$39,000.00	\$188.00	\$36,660.00	\$235.00	\$45,825.00	\$235.00	\$45,825.00	\$187.00	\$36,465.00
25	4020-D	Removal of Storm Sewer, All Types and Sizes	LF	200	\$25.00	\$5,000.00	\$37.00	\$7,400.00	\$15.00	\$3,000.00	\$15.00	\$3,000.00	\$36.90	\$7,380.00
26	4030-B	Pipe Apron, RCP, 15"	EA	3	\$1,500.00	\$4,500.00	\$1,250.00	\$3,750.00	\$2,100.00	\$6,300.00	\$2,100.00	\$6,300.00	\$1,203.00	\$3,609.00
27	4030-B	Pipe Apron, RCP, 18"	EA	4	\$1,750.00	\$7,000.00	\$1,300.00	\$5,200.00	\$2,300.00	\$9,200.00	\$2,300.00	\$9,200.00	\$1,259.00	\$5,036.00
28	4030-B	Pipe Apron, RCP, 24"	EA	9	\$2,500.00	\$22,500.00	\$1,325.00	\$11,925.00	\$2,800.00	\$25,200.00	\$2,800.00	\$25,200.00	\$1,296.00	\$11,664.00
29	4030-B	Pipe Apron, RCP, 30"	EA	1	\$3,000.00	\$3,000.00	\$1,650.00	\$1,650.00	\$3,300.00	\$3,300.00	\$3,300.00	\$3,300.00	\$1,633.00	\$1,633.00
30	4030-B	Pipe Apron, RCP, 36"	EA	1	\$4,000.00	\$4,000.00	\$2,100.00	\$2,100.00	\$4,100.00	\$4,100.00	\$4,100.00	\$4,100.00	\$2,088.00	\$2,088.00
31	4030-B	Pipe Apron, RCP, 42"	EA	1	\$5,000.00	\$5,000.00	\$2,400.00	\$2,400.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$2,388.00	\$2,388.00
32	4030-B	Pipe Apron, RCP, 48"	EA	2	\$6,000.00	\$12,000.00	\$1,300.00	\$2,600.00	\$5,500.00	\$11,000.00	\$5,500.00	\$11,000.00	\$1,273.00	\$2,546.00
33	4040-A	Subdrain, Type 1, 6"	LF	10085	\$7.00	\$70,595.00	\$13.25	\$133,626.25	\$16.50	\$166,402.50	\$16.50	\$166,402.50	\$15.50	\$156,317.50
34	4040-C	Subdrain Cleanout, Type A-1, 6"	EA	24	\$500.00	\$12,000.00	\$970.00	\$23,280.00	\$1,250.00	\$30,000.00	\$1,250.00	\$30,000.00	\$712.50	\$17,100.00
35	4040-D	Subdrain Outlets and Connections, CMP, 6"	EA	84	\$300.00	\$25,200.00	\$235.00	\$19,740.00	\$285.00	\$23,940.00	\$285.00	\$23,940.00	\$114.00	\$9,576.00
36	5010-A-1	Water Main, Trenched, 1"	LF	920	\$35.00	\$32,700.00	\$24.55	\$22,586.00	\$15.00	\$13,800.00	\$15.00	\$13,800.00	\$25.30	\$23,276.00
37	5010-A-1	Water Main, Trenched, DIP, 12" (w/ Nitrile Gaskets)	LF	5125	\$80.00	\$410,000.00	\$86.25	\$442,031.25	\$100.00	\$512,500.00	\$100.00	\$512,500.00	\$93.60	\$479,700.00
38	5010-D	Water Service Stub, DIP, 8"	EA	6	\$2,000.00	\$12,000.00	\$6,650.00	\$39,900.00	\$12,000.00	\$72,000.00	\$12,000.00	\$72,000.00	\$7,094.00	\$42,564.00
39	5020-A	Valve, Gate, 12"	EA	10	\$2,500.00	\$25,000.00	\$4,000.00	\$40,000.00	\$3,400.00	\$34,000.00	\$3,400.00	\$34,000.00	\$3,003.00	\$30,030.00
40	5020-C	Fire Hydrant Assembly	EA	21	\$5,000.00	\$105,000.00	\$6,400.00	\$134,400.00	\$6,500.00	\$136,500.00	\$6,500.00	\$136,500.00	\$4,929.00	\$103,509.00
41	6010-A	Manhole, SW-301, 48"	EA	8	\$4,000.00	\$32,000.00	\$8,800.00	\$70,400.00	\$7,500.00	\$60,000.00	\$7,500.00	\$60,000.00	\$6,438.00	\$51,504.00
42	6010-A	Manhole, SW-301, 60"	EA	5	\$6,500.00	\$32,500.00	\$17,800.00	\$89,000.00	\$14,250.00	\$71,250.00	\$14,250.00	\$71,250.00	\$11,498.00	\$57,490.00
43	6010-A	Manhole, SW-401, 48"	EA	4	\$4,000.00	\$16,000.00	\$4,000.00	\$16,000.00	\$4,000.00	\$16,000.00	\$4,000.00	\$16,000.00	\$3,982.00	\$15,928.00
44	6010-A	Manhole, SW-401, 60"	EA	1	\$5,500.00	\$5,500.00	\$7,950.00	\$7,950.00	\$9,250.00	\$9,250.00	\$9,250.00	\$9,250.00	\$7,919.00	\$7,919.00
45	6010-A	Manhole, SW-401, 72"	EA	5	\$7,000.00	\$35,000.00	\$7,500.00	\$37,500.00	\$8,500.00	\$42,500.00	\$8,500.00	\$42,500.00	\$7,481.00	\$37,405.00
46	6010-A	Manhole, SW-401, 84"	EA	1	\$8,500.00	\$8,500.00	\$11,500.00	\$11,500.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$11,428.00	\$11,428.00
47	6010-B	Intake, SW-501	EA	6	\$4,000.00	\$24,000.00	\$3,900.00	\$23,400.00	\$3,400.00	\$20,400.00	\$3,400.00	\$20,400.00	\$3,871.00	\$23,226.00
48	6010-B	Intake, SW-502, 48"	EA	1	\$5,000.00	\$5,000.00	\$4,950.00	\$4,950.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,929.00	\$4,929.00
49	6010-B	Intake, SW-502, 60"	EA	2	\$6,500.00	\$13,000.00	\$7,100.00	\$14,200.00	\$7,400.00	\$14,800.00	\$7,400.00	\$14,800.00	\$7,050.00	\$14,100.00
50	6010-B	Intake, SW-502, 84"	EA	1	\$9,500.00	\$9,500.00	\$9,200.00	\$9,200.00	\$9,700.00	\$9,700.00	\$9,700.00	\$9,700.00	\$9,182.00	\$9,182.00
51	6010-B	Intake, SW-502, 96"	EA	4	\$11,000.00	\$44,000.00	\$13,650.00	\$54,600.00	\$16,500.00	\$66,000.00	\$16,500.00	\$66,000.00	\$13,634.00	\$54,536.00
52	6010-B	Intake, SW-505	EA	16	\$7,000.00	\$112,000.00	\$5,000.00	\$80,000.00	\$5,600.00	\$89,600.00	\$5,600.00	\$89,600.00	\$4,989.00	\$79,824.00
53	6010-B	Intake, SW-506	EA	6	\$8,000.00	\$48,000.00	\$8,200.00	\$49,200.00	\$8,500.00	\$51,000.00	\$8,500.00	\$51,000.00	\$8,170.00	\$49,020.00
54	6010-B	Intake, SW-507	EA	1	\$6,000.00	\$6,000.00	\$4,550.00	\$4,550.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,517.00	\$4,517.00
55	6010-B	Intake, SW-508	EA	1	\$6,500.00	\$6,500.00	\$4,800.00	\$4,800.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$4,745.00	\$4,745.00
56	6010-B	Intake, SW-509	EA	2	\$7,500.00	\$15,000.00	\$5,300.00	\$10,600.00	\$7,500.00	\$15,000.00	\$7,500.00	\$15,000.00	\$5,255.00	\$10,510.00
57	6010-B	Intake, SW-510	EA	2	\$9,500.00	\$19,000.00	\$5,500.00	\$11,000.00	\$10,000.00	\$20,000.00	\$10,000.00	\$20,000.00	\$5,445.00	\$10,890.00
58	6010-B	Intake, SW-512, 24" DIA	EA	1	\$3,000.00	\$3,000.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,774.00	\$1,774.00
59	6010-B	Intake, SW-513, 3' x 3'	EA	2	\$3,000.00	\$6,000.00	\$5,150.00	\$10,300.00	\$5,350.00	\$10,700.00	\$5,350.00	\$10,700.00	\$5,142.00	\$10,284.00
60	6010-B	Intake, SW-513, 4' x 4'	EA	1	\$5,000.00	\$5,000.00	\$4,400.00	\$4,400.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,367.00	\$4,367.00
61	6010-B	Intake, SW-513, 5' x 5'	EA	1	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$8,250.00	\$				


**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

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**MEMORANDUM**  
*Engineering Division*

**TO:** Honorable Mayor Robert M. Green and City Council

**FROM:** Matthew Tolan, EI, Civil Engineer II

**DATE:** February 8, 2022

**SUBJECT:** 2022 Bridge Inspection Project  
 City Project Number: BR-000-3259  
 Professional Services Agreement, Foth Infrastructure & Environment

Please find attached the Professional Services Agreement between the City of Cedar Falls and Foth Infrastructure & Environment, LLC which outlines the scope of services and costs for the 2022 Bridge Inspection Project.

The enclosed agreement with Foth Infrastructure & Environment, LLC provides for the detail work, services, materials, equipment, and supplies necessary to complete the 2022 biannual National Bridge Inventory (NBI) inspections for the City of Cedar Falls. Of the sixty-three (63) bridges within the City of Cedar Falls, thirty six (36) of those are on the National Bridge Inventory. The alternating year inspection program is required by the Iowa Department of Transportation and must be completed by a qualified firm. The fees of this agreement are based on hourly rates and fixed expenses and shall not to exceed the total amount of \$31,000.00.

This project is included in the City of Cedar Falls Capital Improvements Program #78 for Consultant Inspecting in FY22. The source of funding will be from the Street Construction Fund.

The Engineering Division of the Public Works Department requests your consideration and approval of this Professional Service Agreement with Foth Infrastructure & Environment, LLC for the 2022 Bridge Inspection Project.

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

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



## DEPARTMENT OF PUBLIC WORKS

ENGINEERING DIVISION  
220 CLAY STREET  
319-268-5161  
FAX 319-268-5197

OPERATIONS & MAINTENANCE DIVISION  
2200 TECHNOLOGY PKWY  
319-273-8629  
FAX 319-273-8632

WATER RECLAMATION DIVISION  
501 E. 4TH STREET  
319-273-8633  
FAX 319-268-5566

### PROFESSIONAL SERVICE AGREEMENT

**2022 Bridge Inspection Project  
Cedar Falls, Iowa  
City Project Number: BR-000-3259**

**This Agreement** is made and entered by and between Foth Infrastructure & Environment, LLC, 411 6<sup>th</sup> Avenue SE, Suite 400, Cedar Rapids, IA 50401 hereinafter referred to as "CONSULTANT" and City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa, hereinafter referred to as "CLIENT."

**IN CONSIDERATION** of the covenants hereinafter set forth, the parties hereto mutually agree as follows:

**I. SCOPE OF SERVICES**

CONSULTANT shall perform professional Services (the "Services") in connection with CLIENT's facilities in accordance with the Scope of Services set forth in Exhibit A attached hereto.

**II. CONSULTANT'S RESPONSIBILITIES**

CONSULTANT shall, subject to the terms and provisions of this Agreement:

- (a) Appoint one or more individuals who shall be authorized to act on behalf of CONSULTANT and with whom CLIENT may consult at all reasonable times, and whose instructions, requests, and decisions will be binding upon CONSULTANT as to all matters pertaining to this Agreement and the performance of the parties hereunder.
- (b) Use all reasonable efforts to complete the Services within the time period mutually agreed upon, except for reasons beyond its control, as set forth in Exhibit A.
- (c) Perform the Services in accordance with generally accepted professional engineering standards in existence at the time of performance of the Services. If during the two year period following the completion of Services, it is shown that there is an error in the Services solely as a result of CONSULTANT's failure to meet these standards, CONSULTANT shall re-perform such substandard Services as may be necessary to remedy such error at no cost to CLIENT. Since CONSULTANT has no control over local conditions, the cost of labor and materials, or over competitive bidding and market conditions, CONSULTANT does not guarantee the accuracy of any construction cost estimates as compared to contractor's bids or the actual cost to the CLIENT. CONSULTANT makes no other warranties either express or implied and the parties' rights, liabilities, responsibilities and remedies with respect to the quality of Services, including claims alleging negligence, breach of warranty and breach of contract, shall be exclusively those set forth herein.

- (d) CONSULTANT shall, if requested in writing by CLIENT, for the protection of CLIENT, require from all vendors and subcontractors from which CONSULTANT procures equipment, materials or services for the project, guarantees with respect to such equipment, materials and services. All such guarantees shall be made available to CLIENT to the full extent of the terms thereof. CONSULTANT's liability with respect to such equipment, and materials obtained from vendors or services from subcontractors, shall be limited to procuring guarantees from such vendors or subcontractors and rendering all reasonable assistance to CLIENT for the purpose of enforcing the same.
- (e) CONSULTANT will be providing estimates of costs to the CLIENT covering an extended period of time. CONSULTANT does not have control over any such costs, including, but not limited to, costs of labor, material, equipment or services furnished by others or over competitive bidding, marketing or negotiating conditions, or construction contractors' methods of determining their prices. Accordingly, it is acknowledged and understood that any estimates, projections or opinions of probable project costs provided herein by CONSULTANT are estimates only, made on the basis of CONSULTANT's experience and represent CONSULTANT's reasonable judgment as a qualified professional. CONSULTANT does not guarantee that proposals, bids or actual project costs will not vary from the opinions of probable costs prepared by CONSULTANT, and the CLIENT waives any and all claims that it may have against CONSULTANT as a result of any such variance.

### III. **CLIENT'S RESPONSIBILITIES**

CLIENT shall at such times as may be required for the successful and expeditious completion of the Services:

- (a) Provide all criteria and information as to CLIENT's requirements; obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the project; and designate a person with authority to act on CLIENT's behalf on all matters concerning the Services.
- (b) Furnish to CONSULTANT all existing studies, reports and other available data pertinent to the Services, and obtain additional reports, data and services as may be required for the project. CONSULTANT shall be entitled to rely upon all such information, data and the results of such other services in performing its Services hereunder.

### IV. **INSURANCE REQUIREMENTS FOR CONTRACTORS FOR THE CITY OF CEDAR FALLS**

The provisions of the document entitled, "Insurance Requirements for Contractors for the City of Cedar Falls," dated December 13, 2011 as revised January 31, 2017 consisting of 11 pages, which are attached hereto, marked Exhibit B, are hereby made a part of this Agreement as if set out word for word herein.

CONSULTANT shall furnish to CLIENT a certificate or certificates of insurance containing all coverages, endorsements and other provisions required by the Insurance Requirements set forth in Exhibit B. In the event of any conflict between the provisions of Exhibit B and the other terms of this Agreement, the provisions of Exhibit B shall control.

CONSULTANT shall obtain and maintain an insurance policy or policies that meet the provisions set out in the Insurance Requirements for Contractors for the City of Cedar Falls, attached hereto and marked Exhibit B.

**V. STANDARD TERMS AND CONDITIONS FOR CONTRACTS BETWEEN CONTRACTORS WHO PERFORM PROFESSIONAL SERVICES AND THE CITY OF CEDAR FALLS**

The provisions of the documents entitled "Standard Terms and Conditions for Contracts Between Contractors Who Perform Professional Services and the City of Cedar Falls," consisting of two pages are incorporated into this Agreement by the Client and attached as Exhibit C.

**VI. COMPENSATION AND TERMS OF PAYMENT**

Compensation for the services shall be on an hourly basis in accordance with the hourly fees and other direct expenses in effect at the time the services are performed. Total compensation is a not to exceed a fee of Thirty-One Thousand dollars (\$31,000.00).

CONSULTANT may bill the CLIENT monthly for services completed at the time of billing. CLIENT agrees to pay CONSULTANT the full amount of such invoice within thirty (30) days after receipt thereof. In the event CLIENT disputes any invoice item, CLIENT shall give CONSULTANT written notice of such disputed item within ten (10) days after receipt of invoice and shall pay to CONSULTANT the undisputed portion of the invoice according to the provisions hereof. CLIENT agrees to abide by any applicable statutory prompt pay provisions currently in effect.

**VII. TERMINATION**

CLIENT may, with or without cause, terminate the Services at any time upon fourteen (14) days written notice to CONSULTANT. The obligation to provide further Services under this Agreement may be terminated by either party upon fourteen (14) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, providing such defaulting party has not cured such failure, or, in the event of a non-monetary default, commenced reasonable actions to cure such failure. In either case, CONSULTANT will be paid for all expenses incurred and Services rendered to the date of the termination in accordance with compensation terms of Article VI.

**VIII. OWNERSHIP OF DOCUMENTS**

- (a) Sealed original drawings, specifications, final project specific calculations and other instruments of service which CONSULTANT prepares and delivers to CLIENT pursuant to this Agreement shall become the property of CLIENT when CONSULTANT has been compensated for Services rendered. CLIENT shall have the right to use such instruments of service solely for the purpose of the construction, operation and maintenance of the Facilities. Nothing contained in this paragraph shall be construed as limiting or depriving CONSULTANT of its rights to use its basic knowledge and skills to design or carry out other projects or work for itself or others, whether or not such other projects or work are similar to the work to be performed pursuant to this Agreement. CONSULTANT shall not be liable for any unauthorized reuse or modification of its work product.
- (b) Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced and CONSULTANT makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings and the electronic files, the sealed drawings will govern.

**IX. MEANS AND METHODS**

- (a) CONSULTANT shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety

measures and programs including enforcement of Federal and State safety requirements, in connection with construction work performed by CLIENT's construction contractors. Nor shall CONSULTANT be responsible for the supervision of CLIENT's construction contractors, subcontractors or of any of their employees, agents and representatives of such contractors; or for inspecting machinery, construction equipment and tools used and employed by contractors and subcontractors on CLIENT's construction projects and shall not have the right to stop or reject work without the thorough evaluation and approval of the CLIENT. In no event shall CONSULTANT be liable for the acts or omissions of CLIENT's construction contractors, subcontractors or any persons or entities performing any of the construction work, or for the failure of any of them to carry out construction work under contracts with CLIENT.

**X. INDEPENDENT CONTRACTOR**

CONSULTANT shall be an independent contractor with respect to the Services to be performed hereunder. Neither CONSULTANT nor its subcontractors, nor the employees of either, shall be deemed to be the servants, employees, or agents of CLIENT.

**XI. PRE-EXISTING CONDITIONS**

Anything herein to the contrary notwithstanding, CONSULTANT shall have no legal responsibility or liability for any and all pre-existing contamination. "Pre-existing contamination" is any hazardous or toxic substance present at the site or sites concerned which was not brought onto such site or sites by CONSULTANT. CLIENT agrees to release CONSULTANT from and against any and all liability to the CLIENT which may in any manner arise in any way directly or indirectly caused by such pre-existing contamination except if such liability arises from CONSULTANT's sole negligence or willful misconduct.

CLIENT shall, at CLIENT's sole expense and risk, arrange for handling, storage, transportation, treatment and delivery for disposal of pre-existing contamination. CLIENT shall be solely responsible for obtaining a disposal site for such material. CLIENT shall look to the disposal facility and/or transporter for any responsibility or liability arising from improper disposal or transportation of such waste. CONSULTANT shall not have or exert any control over CLIENT in CLIENT's obligations or responsibilities as a generator in the storage, transportation, treatment or disposal of any pre-existing contamination. CLIENT shall complete and execute any governmentally required forms relating to regulated activities including, but not limited to generation, storage, handling, treatment, transportation, or disposal of pre-existing contamination.

For CONSULTANT's Services requiring drilling, boring, excavation or soils sampling, CLIENT shall approve selection of the contractors to perform such services, all site locations, and provide CONSULTANT with all necessary information regarding the presence of underground hazards, utilities, structures and conditions at the site.

**XII. DISPUTE RESOLUTION**

If a dispute arises out of, or relates to, the breach of this Agreement and if the dispute cannot be settled through negotiation, then the CONSULTANT and the CLIENT agree to submit the dispute to mediation. In the event CONSULTANT or the CLIENT desires to mediate any dispute, that party shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within 10 days of the receipt of such notice, such dispute shall be submitted for mediation in accordance with the procedures and rules of the American Arbitration Association (or any successor organization) then in effect. The deadline for submitting the dispute to mediation can be changed if the parties mutually agree in writing to extend the time between receipt of notice and submission to mediation. The expenses of the mediator shall be shared 50 percent by CONSULTANT and 50 percent by the CLIENT. This requirement to seek mediation shall be a condition required before filing an action at law or in equity. However, prior to or during the



negotiations or the mediation either party may initiate litigation that would otherwise be barred by a statute of limitations, and CONSULTANT may pursue any property liens or other rights it may have to obtain security for the payment of its invoices.

This Agreement shall be governed by the laws of the State of Iowa and any action at law or other judicial proceeding arising from this Agreement shall be instituted in Black Hawk County District Court, Waterloo, Iowa.

**XIII. MISCELLANEOUS**

- (a) This Agreement constitutes the entire agreement between the parties hereto and supersedes any oral or written representations, understandings, proposals, or communications heretofore entered into by or on account of the parties and may not be changed, modified, or amended except in writing signed by the parties hereto. In the event of any conflict between this contract document and any of the exhibits hereto, the terms and conditions of Exhibit C shall control. In the event of any conflict among the exhibits, Exhibit C shall control.
- (b) This Agreement shall be governed by the laws of the State of Iowa.
- (c) CONSULTANT may subcontract any portion of the Services to a subcontractor approved by CLIENT. In no case shall CLIENT's approval of any subcontract relieve CONSULTANT of any of its obligations under this Agreement.
- (d) In the event CLIENT uses a purchase order form to administer this Agreement, the use of such form shall be for convenience purposes only, and any typed provision in conflict with the terms of this Agreement and all preprinted terms and conditions contained in or on such forms shall be deemed stricken and null and void.
- (e) This Agreement gives no rights or benefits to anyone other than CLIENT and CONSULTANT and does not create any third party beneficiaries to the Agreement.
- (f) Except as may be explicitly set forth above, nothing contained in this Agreement or its exhibits limits the rights and remedies, including remedies related to damages, of either party that are available to either party under the law.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement on the day and year written below.

**APPROVED FOR CLIENT**

**APPROVED FOR CONSULTANT**

By: \_\_\_\_\_

By: J. Scott Ingersoll

Printed Name: Robert M. Green

Printed Name: J. Scott Ingersoll

Title: Mayor of Cedar Falls

Title: Senior Technology Manager

Date: \_\_\_\_\_

Date: 02-03-2022

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## Exhibit A – Scope of Services

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### 2022 Bridge Inspection Project Cedar Falls, Iowa City Project Number BR-000-3259

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The work to be performed by the CONSULTANT under this agreement shall encompass and include all detail work, services, materials, equipment and supplies necessary to complete the 2022 biannual National Bridge Inventory (NBI) inspections of 38 structures and the safety inspection of 27 additional structures for the City of Cedar Falls.

The project includes conducting the bridge safety inspections by a qualified Team Leader, recording of inspection data in Structure Inventory and Inspection Management System (SIIMS), bridge load rating, compiling a bridge inspection report, and assisting the City in managing their bridge inspection records.

The scope of services to be performed by the CONSULTANT shall be completed in accordance with generally accepted standards of practice and shall include the services to complete the following tasks:

### **TASK A - Basic Services of the Engineer:**

#### **1.0 CONTRACT MANAGEMENT**

##### **1.1 Project Management**

The project manager shall be responsible for the development and tracking of the project plan for the project development. This includes task identification, staff scheduling and coordination, project communications, monthly progress reporting and invoicing and other important elements of the project. The project design duration is assumed to be three (3) months.

##### **1.2 Project Development Team Meetings**

Maintain communications with the Project Development Team and various other designated representatives. The project development team will include the City of Cedar Falls and Foth. Meet to review progress and to discuss specific elements of the project design (assume one (1) meeting). The meetings will also serve to establish schedules, develop project goals, establish initial design parameters, promote a dialog between the various entities, improve the decision-making process, and expedite design development. Prepare minutes of meetings and keep documentation of other communications. For budget purposes, it is assumed that the meetings will be attended by one (1) staff member of the CONSULTANT.

The following project meetings are included with the scope of work:

Review of Bridge Inspection Report - one (1) meeting

##### **1.3 Quality Control Plan**

Establish review and checking procedures for project deliverables. Designate responsibility for implementation of the plan.

#### **2.0 PROJECT COORDINATION**

**2.1 Public Information Meeting** – (Task Not Included).

**2.2 Individual Property Owner Meetings** – (Task Not Included).

**2.3 Utility Coordination Meeting** – (Task Not Included).

**2.4 Periodic Meetings with Local Elected Officials** – (Task Not Included).

## **2.5 Exhibit Preparation for Council Meetings – (Task Not Included).**

### **3.0 ROUTINE BRIDGE INSPECTION**

#### **3.1 Prepare for Bridge Inspections**

The CONSULTANT shall review the previous inspection reports and electronic files uploaded to SIIMS. Plans for bridge construction and repair work completed since the 2020 inspections will be uploaded to SIIMS. New reports for the current inspection cycle will be created in SIIMS and copies of these reports with the prior inspection data will be printed for use in the field during the inspection. Arrangements will be made to rent or otherwise secure any specialized equipment not owned by the CONSULTANT and required to complete the inspections.

#### **3.2 In-Field Bridge Inspections**

The CONSULTANT shall perform a safety inspection of each NBI bridge conducted by a qualified Team Leader. In addition to assessing all structural elements, the channel cross section will be measured and recorded as required by the Iowa DOT Instructional Memorandum (IM) No. 7.020. Underwater inspections are not required for this inspection cycle and therefore not included in this scope. Any deficiencies observed will be noted and photographed and any significant section loss will be measured. Existing element ratings on the Structure Inventory and Appraisal (SI&A) form will be reviewed and adjusted if necessary.

In general, the inspection and evaluation process for the non-NBI structures will adhere to the approach outlined for the NBI structures, however information will not be reported in SIIMS since the Iowa DOT only maintains data on the NBI structures. Therefore, the information gathered during the inspections will be recorded in a database maintained by the CONSULTANT in a format that mimics the SIIMS format.

#### **3.3 Bridge Load Rating**

Existing load rating calculations will be reviewed by a licensed Professional Engineer (PE) in the State of Iowa employed by the CONSULTANT. Updates to the calculations will be made when necessary and any new or revised load rating calculations will be sealed by the PE and uploaded to SIIMS. The City will be advised if load rating calculations indicate a bridge requires load posting.

#### **3.4 SIIMS Data Entry**

Information collected during the inspection will be uploaded to SIIMS by the CONSULTANT including all photographs taken, the channel cross section sketch, and any changes to existing SI&A data. Other items that will be completed following the safety inspection and uploaded to SIIMS includes critical finding reports when applicable and the various master lists required by IM No. 7.020. The CONSULTANT will also verify the bridge files are in conformance with the AASHTO Manual for Bridge Evaluation and make additions and/or revisions to the bridge files when necessary.

#### **3.5 Scour Plans of Action**

Review scour plans of action (POA) for the NBI bridges deemed scour critical (approximately four (4) bridges). The POA should outline the monitoring plan for each bridge and provide guidelines and practical information pertaining to each bridge for the purpose of monitoring foundation scour during flood events.

#### **3.6 Report Preparation**

The CONSULTANT shall prepare a bridge inspection report for submittal to the City. The report will contain a brief description of the bridge condition documenting any observed deficiencies with recommendations to address each deficiency, and applicable photographs. The report will also include copies of the updated SI&A forms and the local agency field data collection forms. A tabular summary of the inspections will be presented and will include current and recommended load postings, sufficiency rating, indication if the bridge is structurally deficient and/or functionally obsolete, and recommendations for further action. Three (3) copies of the bridge inspection report will be provided to the City.

## **PROJECT DELIVERABLES**

The scope of services shall be considered complete upon completion and delivery of the following items to the satisfaction of the City Engineer:

- Three (3) copies of the Routine Bridge Inspection Report

## **SCHEDULE**

The CONSULTANT shall complete the following phases of the Project in accordance with the schedule shown, assuming notice to proceed is issued by the City on or before February 7, 2022.

Consultant Contract Approval	February 7, 2022
Bridge File Review	March 6, 2020
Routine Bridge Inspections	March 31, 2022
Routine Inspection Data Reported to SIIMS	March 31, 2022
Load Rating Calculations	April 15, 2022
Draft Routine Inspection Report and QA/QC	April 22, 2022
Final Routine Inspection Report Submittal	May 6, 2022

If notice to proceed is given at a later date, time of completion shall be extended accordingly.

## Exhibit B

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**2022 Bridge Inspection Project  
Cedar Falls, Iowa  
City Project Number BR-000-3259**

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Original 12/13/11  
Revision 01/31/2017

### **INSURANCE REQUIREMENTS FOR CONTRACTORS FOR THE CITY OF CEDAR FALLS**

\*\*\* This document outlines the insurance requirements for all Contractors who perform work for the City of Cedar Falls. The term “contractor” as used in this document shall be defined as the general contractor, artisan contractor, or design contractor that will be performing work for the City of Cedar Falls under contract.

1. All policies of insurance required hereunder shall be with an insurer authorized by law to do business in Iowa. All insurance policies shall be companies satisfactory to the City and have a rating of A-, VII or better in the current A.M. Best Rating Guide.
2. All Certificates of Insurance required hereunder shall include the Cancellation & Material Change Endorsement. A copy of this endorsement is attached in Exhibit 1.
3. Contractor shall furnish a signed Certificate of Insurance to the City of Cedar Falls, Iowa for the coverage required in Exhibit 1. Such Certificates shall include copies of the following endorsements:
  - a) Commercial General Liability policy is primary and non-contributing
  - b) Commercial General Liability additional insured endorsement – See Exhibit 1
  - c) Governmental Immunities Endorsement – See Exhibit 1

Copies of additional insured endorsements, executed by an authorized representative from an Insurer duly authorized to transact business at the location of the jobsite, must be provided prior to the first payment.

Contractor shall, upon request by the City, provide Certificates of Insurance for all subcontractors and sub-sub contractors who perform work or services pursuant to the provisions of this contract.

4. Each certificate shall be submitted to the City of Cedar Falls.

5. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Cedar Falls. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
6. Failure of the Contractor to maintain the required insurance shall constitute a default under this Contract, and at City's option, shall allow City to terminate this Contract for cause and/or purchase said insurance at Contractor's expense.
7. Contractor shall be required to carry the following minimum coverage/limits or greater, if required by law or other legal agreement; as per Exhibit 1:
- This coverage shall be written on an occurrence, not claims made form. All deviations or exclusions from the standard ISO commercial general liability form CG 001 shall be clearly identified and shall be subject to the review and approval of the City.
  - Contractor shall maintain ongoing CGL coverage for at least 2 years following substantial completion of the Work to cover liability arising from the products-completed operations hazard and liability assumed under an insured contract.
  - Governmental Immunity endorsement identical or equivalent to form attached.
  - Additional Insured Requirement – See Exhibit 1.  
The City of Cedar Falls, including all its elected and appointed officials, all its employees, its boards, commissions and/or authorities and their board members, employees shall be named as an additional insured on General Liability Policies for all classes of contractors.

Contractors shall include coverage for the City of Cedar Falls as an additional insured including ongoing and completed operations coverage equivalent to: ISO CG 20 10 07 04\* and ISO CG 20 37 07 04\*\*

\* ISO CG 20 10 07 04 "Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization"

\*\* ISO CG 20 37 07 04 "Additional Insured – Owners, Lessees or Contractors – Completed Operations"

8. **Errors & Omissions:** If the contract's scope of services includes design work or other professional services, then Contractor shall maintain insurance coverage for errors, omissions and other negligent acts or omissions (except for intentional acts or omissions), arising out of the professional services performed by Contractor. Contractor shall maintain continuous Errors & Omissions coverage for a period commencing no later than the date of the contract, and continuing for a period of no less than 2 years from the date of completion of all work completed or services performed under the contract. The limit of liability shall not be less than \$1,000,000.
9. **Separation of Insured's Provision:** If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
10. **Limits:** By requiring the insurance as set out in this Contract, City does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities provided to City in this Contract. The City will have the right at any time to require liability insurance greater than that otherwise specified in Exhibit 1. If required, the additional premium or premiums payable shall be added to the bid price.
11. **Indemnification (Hold Harmless) Provision:** To the fullest extent permitted by law, the Contractor agrees to defend (for all non-professional claims), indemnify, and hold harmless the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, and agents working on behalf of the City of Cedar Falls, Iowa against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for damages which may be asserted, claimed or recovered against or from the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, and agents working on behalf of the City of Cedar Falls, Iowa, including, but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property damages, which arises out of or is in any way connected or associated with the work and/or services provided by the Contractor to the City of Cedar Falls, Iowa pursuant to the provisions of this contract to the extent arising out of the errors, omissions or negligent acts of the Contractor, its agents, employees, subcontractors or others working on behalf of the Contractor. It is the intention of the parties that the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, and agents working on behalf of the City of Cedar Falls, Iowa shall not be liable or in any way responsible for the injury, damage, liability, loss or expense incurred by the Contractor, its officers, employees, subcontractors, and others affiliated with the Contractor due to accidents, mishaps, misconduct, negligence or injuries either in person or property resulting from the work and/or services performed by the Contractor

pursuant to the provisions of this contract, except for and to the extent caused by the negligence of the City of Cedar Falls, Iowa.

The Contractor expressly assumes full responsibility for damages or injuries which may result to any person or property by reason of or in connection with the work and/or services provided by the Contractor to the City of Cedar Falls, Iowa pursuant to this contract to the extent arising out of the errors, omissions or negligent acts of the Contractor, its agents, employees, subcontractors or others working on behalf of the Contractor, and agrees to pay the City of Cedar Falls, Iowa for all damages caused to the City of Cedar Falls, Iowa premises resulting from the work and/or services of the Contractor, its officers, employees, subcontractors, and others affiliated with the Contractor to the extent arising out of such errors, omissions or negligent acts.

The Contractor represents that its activities pursuant to the provisions of this contract will be performed and supervised by adequately trained and qualified personnel, and the Contractor will observe, and cause its officers, employees, subcontractors and others affiliated with the Contractor to observe all applicable safety rules.

12. Waiver of Subrogation: To the extent permitted by law, Contractor hereby releases the City of Cedar Falls, Iowa, its elected and appointed officials, its directors, employees, and agents working on behalf of the City of Cedar Falls, Iowa, from and against any and all liability or responsibility to the Contractor or anyone claiming through or under the Contractor by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty and for any loss due to bodily injury to Contractor's employees. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this contract or arising out of the work performed under this contract. The Contractor's policies of insurance (except for Professional Liability) shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the Contractor to recover thereunder.

### **Completion Checklist**

- Certificate of Liability Insurance (2 pages)
- Additional Insured CG 20 10 07 04
- Additional Insured CG 20 37 07 04
- Governmental Immunities Endorsement



2022 Bridge Inspection Project  
 Cedar Falls, Iowa  
 City Project No. BR-000-3259

## EXHIBIT 1 – INSURANCE SCHEDULE

### General Liability (Occurrence Form Only):

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

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

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

### Standard Workers Compensation

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

**Umbrella:** \$3,000,000

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

**Errors & Omissions:** \$1,000,000

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

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

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

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

1. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Cedar Falls, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Cedar Falls, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
3. Assertion of Government Immunity. The City of Cedar Falls, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Cedar Falls, Iowa.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Cedar Falls, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Cedar Falls, Iowa.

2022 Bridge Inspection Project  
Cedar Falls, Iowa  
City Project No. BR-000-3259

5. No Other Change in Policy. The insurance carrier and the City of Cedar Falls, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

#### **CANCELLATION AND MATERIAL CHANGES ENDORSEMENT**

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

<b>PRODUCER</b> Your Insurance Agency 123 Main Street Anytown, IA 00000	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ PRODUCER CUSTOMER ID #: _____ <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:80%; text-align: center;"><b>INSURER(S) AFFORDING COVERAGE</b></td> <td style="width:20%; text-align: center;"><b>NAIC #</b></td> </tr> <tr> <td>INSURER A: Carrier should reflect rating of A-, VIII or better</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>	INSURER A: Carrier should reflect rating of A-, VIII or better		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>														
INSURER A: Carrier should reflect rating of A-, VIII or better															
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
<b>INSURED</b>  Business Name 123 Main Street Anytown, IA 0000															

**COVERAGES                      CERTIFICATE NUMBER:                      REVISION NUMBER:**

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

INSR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		<input checked="" type="checkbox"/>	Policy Number	01/01/2015	01/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		<input checked="" type="checkbox"/>	Policy Number	01/01/2015	01/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$		<input checked="" type="checkbox"/>	Policy Number	01/01/2015	01/01/2016	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N <input type="checkbox"/> (Mandatory in NH) If yes, describe under SPECIAL PROMSIONS below		N/A	Policy Number	01/01/2015	01/01/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	Errors & Omissions			Policy Number	01/01/2015	01/01/2016	Each Occurence \$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers are an Additional Insured(s) on the general liability policy on a primary and non-contributory basis (CG2010 & CG2037). Governmental Immunities Endorsement including 30 Days Notice of Cancellation Included. Waiver of Subrogation under the Work Comp & Gen Liab.

<b>CERTIFICATE HOLDER</b>  City of Cedar Falls 220 Clay Street Cedar Falls, IA 50613	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE
--	--

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 10 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>
<b>Location(s) Of Covered Operations</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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

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

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

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

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

**All terms and conditions of this policy apply unless modified by this endorsement.**

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 37 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>
<b>Location And Description Of Completed Operations</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at

the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

**All terms and conditions of this policy apply unless modified by this endorsement.**

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## Exhibit C

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**2022 Bridge Inspection Project  
Cedar Falls, Iowa  
City Project Number BR-000-3259**

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2/9/12

**STANDARD TERMS AND CONDITIONS FOR CONTRACTS BETWEEN  
CONTRACTORS WHO PERFORM PROFESSIONAL SERVICES AND THE CITY OF  
CEDAR FALLS**

This document outlines the Standard Terms and Conditions for all Contractors who perform work or services for the City of Cedar Falls under a contract. The term, "Contractor," as used in this document, includes an engineer, an architect, and any other design professional providing professional services to the City of Cedar Falls, Iowa, under a contract (but excludes construction contractors).

1. This Contract may not be modified or amended except by a writing signed by an authorized representative of the City of Cedar Falls and of the Contractor.
2. Time is of the essence of this Contract.
3. Contractor shall be an independent contractor with respect to the services to be performed under this Contract. Neither Contractor nor its subcontractors, agents, or employees, shall be deemed to be employees or agents of the City.
4. Contractor shall perform all duties in accordance with all applicable federal, state and local laws and regulations.
5. If Contractor breaches this Contract, the City shall have all remedies available to it at law or in equity.
6. Severability. If any provision of this Contract is declared invalid, illegal, or incapable of being enforced by any court of competent jurisdiction, all of the remaining provisions of this Contract shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.
7. Assignment. Contractor may not assign this Contract or any of its rights or obligations hereunder, without the prior written consent of the City, which consent may be withheld in the sole and absolute discretion of the City.
8. Survival of Obligations. All obligations and duties which by their nature extend beyond the term of this Contract shall survive the expiration or termination of this Contract.
9. Governing Law; Jurisdiction; Venue and Trial. This Contract shall be construed in accordance with, and all disputes hereunder shall be governed by, the laws



of the State of Iowa, excluding its conflicts of law rules. The parties hereto agree that the exclusive jurisdiction and venue shall be in the Iowa District Court for Black Hawk County, and in no other jurisdiction or location, and shall not be removed to federal court. The parties hereby agree to waive the right to trial by jury and agree to submit all disputes to a trial by judge alone. The parties agree that no disputes under this Contract shall be submitted to binding arbitration, but may be submitted to mediation by mutual consent of both parties.

10. Any failure of Contractor to comply with the Insurance Requirements for Contractors for the City of Cedar Falls set forth on Attachment A, shall constitute a default under this Contract.

11. Attorneys' Fees. In the event of litigation, the City shall under no circumstances be obligated for payment of any attorneys' fees of Contractor or any other party, arising out of such litigation.

12. Payment. Payment of Contractor's invoices shall be due no sooner than thirty (30) days from the date of invoice. In the event any invoices are not paid within thirty (30) days, the City shall pay interest thereon at the rate provided for by Section 668.13(3), Code of Iowa, computed monthly.

13. The City shall not be obligated to maintain confidentiality of Contractor documents or records that are furnished to the City if such documents are public records under the Iowa Open Records Law, Chapter 22, Code of Iowa, and the City shall have no responsibility to Contractor for disclosure of such records.

14. Under no circumstances shall the City waive any damages against the Contractor or any other party arising out of any breach of this Contract, whether consequential, indirect, special, or punitive damages.

15. Under no circumstances shall the Contractor's liability to the City be limited to any specific amount or sum, whether that amount is the compensation paid by the City to the Contractor under this Contract, or the dollar amount of coverage provided for in the Insurance Requirements for Contractors for the City of Cedar Falls, Attachment A.

16. No waiver of the City's subrogation rights against the Contractor or any other party shall conflict with the provisions of the City Insurance Requirements, Attachment A.

17. Limitations Period. There shall be no limitation, except as provided for by Iowa law, on the period of time within which the City may make any claim against the Contractor or other party under the provisions of this Contract.

18. This Contract shall not be binding on the City unless and until approved by the City Council of the City at a duly constituted meeting, and signed by the Mayor and City Clerk of the City.

19. Warranties. Contractor represents and warrants that all services furnished to the City under this Contract shall be furnished in a skilled and workmanlike manner, in accordance with the degree of skill and care that is required by current, good

and sound practices applicable to the Contractor's industry or profession, and as otherwise required by applicable law.

20. Force Majeure. Neither party to this Contract shall be liable to the other party for delays in performing the services, or for the direct or indirect cost resulting from such delays, that may result from acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party. Each party will take reasonable steps to mitigate the impact of any force majeure.



**DEPARTMENT OF PUBLIC WORKS**

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

**MEMORANDUM**  
*Engineering Division*

**TO:** Honorable Mayor Robert M. Green and City Council

**FROM:** Matthew Tolan, EI, Civil Engineer II

**DATE:** February 14, 2022

**SUBJECT:** Mandalay Slope Stabilization Project  
 City Project Number: MC-091-3218  
 Project Final Out

The Mandalay Slope Stabilization Project is completed and ready for final acceptance. This project involved the restoration and slope stabilization of the slope occurring in a public storm sewer easement between 1622 Mandalay Drive and 1710 Mandalay Drive, Cedar Falls, IA. In addition to the slope stabilization, the project adjusted and reset storm sewer structures as well as subgrade drainage connections to the storm sewer. This project was under contract with Peterson Contractors, Inc. of Reinbeck, Iowa. Please find the following final documents attached:

- Final Pay Estimate (releases retainage)
- Copy of Maintenance Bond, Peterson Contractors, Inc.
- Lien Waivers

The following lien waivers have been received, reviewed by the Engineering Division, and are on file with the City Clerk:

<u>Peterson Contractors, Inc. Suppliers:</u>  <i>Holmes Welding &amp; Fabrication</i>	<u>Peterson Contractors, Inc. Subcontractors, Including Subcontractor Suppliers:</u>  <i>Matthias Landscaping Co.</i>
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Below is a breakdown of the final project costs and funding sources.

Funding Source	Attributed Costs
Construction	\$106,611.00
Engineering Services & recoding fees	27,822.13
Total Project funded by 2020 General Obligation Bond	\$134,433.13

I certify that the public improvements for the Mandalay Slope Stabilization Project were completed in reasonable compliance with the project plans and specifications.


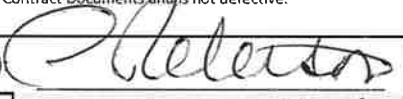



Matthew Tolan, EI

2/14/2022

Date

xc: Chase Schrage, Director of Public Works  
David Wicke, PE, City Engineer  
Lisa Roeding, Controller/City Treasurer

	<b>CONTRACTOR'S APPLICATION FOR PAYMENT</b>	<b>No. 2 FINAL</b>	<b>Pay Application</b>
<b>Mandalay Slope Repair</b>		Application Period: 11/20/20 to 11/20/20	Application Date: 11/20/20
Project Number: 3218	To (Owner): City of Cedar Falls		Via (Engineer): David Wicke
Contract Completion Date: 11/19/20	From (Contractor): PCI		City Engineer
<b>Change Order Summary</b>			
Approved Change Orders:			
Number	Additions (a)	Deductions (b)	
1	\$ -	\$ -	
2	\$ -	\$ -	
3	\$ -	\$ -	
4	\$ -	\$ -	
5	\$ -	\$ -	
6	\$ -	\$ -	
7	\$ -	\$ -	
8	\$ -	\$ -	
9	\$ -	\$ -	
10	\$ -	\$ -	
11	\$ -	\$ -	
12	\$ -	\$ -	
13	\$ -	\$ -	
14	\$ -	\$ -	
15	\$ -	\$ -	
Totals	\$ -	\$ -	
<b>Net Change by Change Orders</b>			
(a) + (b) = (c)	\$ -		
<b>Contractor's Certification</b>			
The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all liens, security interests and encumbrances (except such are covered by a Bond acceptable to Owner indemnifying Owner against such liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.			
By (Contractor) 	Payment of: \$ <b>5,330.55</b> (Line 9 or Other: Attach Explanation if Other Amount)		
Date: Cordell Peterson, President	Is Respectfully Submitted: 		Date: 2-8-2022
	David Wicke, City Engineer		

1. ORIGINAL CONTRACT PRICE	\$	106,611.00
2. NET CHANGE BY CHANGE ORDERS (c)	\$	-
3. CURRENT CONTRACT PRICE	\$	106,611.00
4. TOTAL COMPLETED AND STORED TO DATE (Total Column F on Progress Estimate)	\$	106,611.00
5. RETAINAGE		
a. 5% x \$ - Work Completed	\$	-
b. 5% x \$ - Stored Materials	\$	-
c. Total Retainage (Line 5a + Line 5b)	\$	-
6. LIQUIDATED DAMAGES CHARGED THIS APPLICATION		
0 Days x _____ Per Day	\$	-
7. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c - Line 6)	\$	106,611.00
8. LESS PREVIOUS PAYMENTS (Line 7 From Prior Application)	\$	101,280.45
9. AMOUNT DUE THIS APPLICATION	\$	5,330.55
10. BALANCE TO DATE, PLUS RETAINAGE (Line 7 + Line 5c)	\$	106,611.00
11. % OF COMPLETION		
Original Contract Price (Line 10 ÷ Line 1)		100%
Current Contract Price (Line 10 ÷ Line 3)		100%

CONTRACTOR'S APPLICATION FOR PAYMENT													No. 2		Estimate	
Mandalay Slope Repair			Application Period: 11/20/20 to 11/20/20						Application Date: 11/20/20							
Project Number: 3218			To (Owner): City of Cedar Falls						Via (Engineer): David Wicke							
Contract Completion Date: 11/19/20			From (Contractor): PCI						City Engineer							
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O		
Bid Item Number	Description	Unit	Bid Quantity	Unit Price	Bid Value	Previous Pay Application Quantities	Current Pay Application Quantities	Current Pay Application Value (E x H)	Estimated Quantity Installed (G + H)	Total Completed Value (E x J)	Value of Materials Presently Stored (Column M on Stored Materials)	Total Completed and Stored to Date (K + L)	% Original Contract (M + F)	Balance to Date (F - M)		
1	Mobilization	LS	1.00	\$ 19,500.00	\$ 19,500.00	1.00	-	\$ -	1.00	\$ 19,500.00	\$ -	\$ 19,500.00	100%	\$ -		
2	SRT Plate Pile System	LS	1.00	\$ 56,631.00	\$ 56,631.00	1.00	-	\$ -	1.00	\$ 56,631.00	\$ -	\$ 56,631.00	100%	\$ -		
3	Connect Subdrain to EX Storm Manhole	LS	1.00	\$ 750.00	\$ 750.00	1.00	-	\$ -	1.00	\$ 750.00	\$ -	\$ 750.00	100%	\$ -		
4	4" Subdrain	LF	40.00	\$ 65.00	\$ 2,600.00	40.00	-	\$ -	40.00	\$ 2,600.00	\$ -	\$ 2,600.00	100%	\$ -		
5	Filling of Drainage Pile	CY	20.00	\$ 125.00	\$ 2,500.00	20.00	-	\$ -	20.00	\$ 2,500.00	\$ -	\$ 2,500.00	100%	\$ -		
6	Manhole Casting-Remove and Reolace	EA	3.00	\$ 750.00	\$ 2,250.00	3.00	-	\$ -	3.00	\$ 2,250.00	\$ -	\$ 2,250.00	100%	\$ -		
7	Site Restoration-Seeding	LS	1.00	\$ 18,940.00	\$ 18,940.00	1.00	-	\$ -	1.00	\$ 18,940.00	\$ -	\$ 18,940.00	100%	\$ -		
8	Site Restoration-Sodding	LS	1.00	\$ 3,440.00	\$ 3,440.00	1.00	-	\$ -	1.00	\$ 3,440.00	\$ -	\$ 3,440.00	100%	\$ -		
<b>Totals</b>					\$ 106,611.00			\$ -		\$ 106,611.00	\$ -	\$ 106,611.00		\$ -		

# Performance, Payment and Maintenance Bond

SURETY BOND NO. 107297202

KNOW ALL BY THESE PRESENTS:

That we, Peterson Contractors, Inc., as Principal (hereinafter the "Contractor" or "Principal" and Travelers Casualty and Surety Company of America as Surety are held and firmly bound unto CITY OF CEDAR FALLS, IOWA, as Obligee (hereinafter referred to as "the Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of One Hundred Sixt Thousand, Six Hundred Eleven and 00/100----- (\$ 106,611.00), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the \_\_\_\_\_ day of \_\_\_\_\_, 2020, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

### Mandalay Slope Stabilization Project Project MC-091-3218

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Owner from all outlay and expense incurred by the Owner by reason of the Contractor's default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Owner is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.
3. **MAINTENANCE:** The Contractor and the Surety on this Bond hereby agree, at their own expense:

- A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of  2  year (s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
- B. To keep all work in continuous good repair; and
- C. To pay the Owner's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Owner all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

**Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.**

- 4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
  - A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
  - B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this bond shall then be released as to such excess increase; and
  - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- D. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Owner including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Owner will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.



In the event the Owner incurs any “outlay and expense” in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Owner whole for all such outlay and expense, provided that the Surety’s obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be in the Iowa District Court for Blackhawk County, State of Iowa. If legal action is required by the Owner to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Owner, the Contractor and the Surety agree, jointly, and severally, to pay the Owner all outlay and expense incurred therefor by the Owner. All rights, powers, and remedies of the Owner hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Owner, by law. The Owner may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Project No. MC-091-3218

Witness our hands, in triplicate, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Surety Countersigned By:

**PRINCIPAL:**

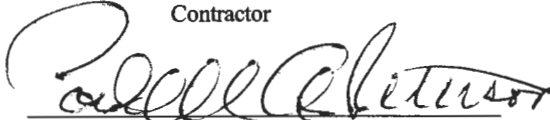
**Not Required** \_\_\_\_\_

Signature of Agent

**Peterson Contractors, Inc.**

Contractor

By:

  
Signature

president

Title

Printed Name of Agent

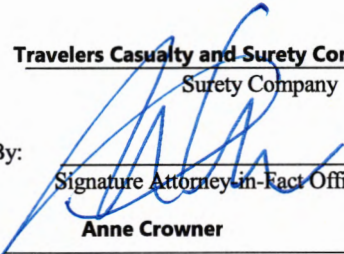
Company Name

**SURETY:**

**Travelers Casualty and Surety Company of America**

Surety Company

By:



Signature Attorney-in-Fact Officer & IA Resident Agent

**Anne Crowner**

Printed Name of Attorney-in-Fact Officer & IA Resident Agent

City, State, Zip Code

Company Telephone Number

**Holmes, Murphy and Associates, LLC**

Company Name

**2727 Grand Prairie Parkway**

Company Address

**FORM APPROVED BY:**

**Waukee, IA 50263**

City, State, Zip Code

Attorney for Owner

**(515) 223-6800**

Company Telephone Number

**NOTE:**

1. All signatures on this performance, payment, and maintenance bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.



Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Anne Crowner** of **Wauke** **lowa**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 17th day of January, 2019.



State of Connecticut

City of Hartford ss.

By: *Robert L. Raney*  
Robert L. Raney, Senior Vice President

On this the 17th day of January, 2019, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



*Anna P. Nowik*  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.



*Kevin E. Hughes*  
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached

1/22/22

**RELEASE AND WAIVER OF LIEN**

The undersigned, having received payment in FULL for all labor, services, materials, supplies, or equipment supplied to:

Peterson Contractors, Inc.

Or to any subcontractor, in the construction or repair of the improvements upon the property or project located at:

Mandalay Slope Stabilization  
in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Matthias Landscaping Co

Date: 1-21-22

Do (does) hereby release and waiver any and all claims, lien and liens right, of any kind, nature, or description what so ever, against said property or project and the owner thereof:

  
\_\_\_\_\_  
Lienor or Claimant

Position or Title of Lienor with Subcontractor/Supplier Company: PRESIDENT

1-21-22  
\_\_\_\_\_  
Date Signed

## RELEASE AND WAIVER OF LIEN

The undersigned, having received payment in **FULL** for all labor, services, materials, supplies, or equipment supplied to:

Peterson Contractors, Inc.

Or to any subcontractor, in the construction or repair of the improvements upon the property or project located at:

Mandalay Slope Stabilization  
in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Holmes Welding & Fabrication

Date: 1/13/22

Do (does) hereby release and waiver any and all claims, lien and liens right, of any kind, nature, or description what so ever, against said property or project and the owner thereof:

 Matthew R. Holmes

Lienor or Claimant

Position or Title of Lienor with Subcontractor/Supplier Company: Vice President

1/13/22  
Date Signed


**DEPARTMENT OF PUBLIC WORKS**

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

**MEMORANDUM**  
*Engineering Division*

**TO:** Honorable Mayor Robert M. Green and City Council

**FROM:** Brett Armstrong, Civil Engineer I

**DATE:** February 14, 2022

**SUBJECT:** 2021 Sidewalk Assessment Project  
 City Project Number: SW-000-3237  
 Final Acceptance

The 2021 Sidewalk Assessment Project is completed and ready for final acceptance. This project involved the repair of deficient sidewalk adjacent to various property owners. The project will assess the cost of repair to the individual property owners.

This project was under contract with Cobalt Contracting, LC of New Hartford, Iowa. Cobalt Contracting, LC's only supplier for this project was Croell Inc. Attached please finding the following final documents:

- Final Pay Estimate (releases retainage)
- Final Breakdown of Costs
- Copy of Maintenance Bond, Cobalt Contracting, LC
- Lien waiver for Croell Inc.

I certify that the public improvements for the 2021 Sidewalk Assessment Project were completed in reasonable compliance with the project plans and specifications.

Brett Armstrong

2/14/22

Date

xc: Chase Schrage, Director of Public Works  
 David Wicke, P.E., City Engineer  
 Lisa Roeding, Controller/City Treasurer



**CONTRACTOR'S APPLICATION FOR PAYMENT**

No. **5**

**Pay Application**

<b>2021 SIDEWALK ASSESSMENT</b>	
Project Number:	SW-000-3237
Contract Completion Date:	30 Working days

Application Period:	01/19/22 to 02/02/22	Application Date:	02/21/21
To (Owner):	City of Cedar Falls	Via (Engineer):	Brett Armstrong
From (Contractor):	COBALT CONTRACTING		Civil Engineer 1

Change Order Summary		
Approved Change Orders:		
Number	Additions (a)	Deductions (b)
1	\$ -	\$ -
2	\$ -	\$ -
3	\$ -	\$ -
4	\$ -	\$ -
5	\$ -	\$ -
6	\$ -	\$ -
7	\$ -	\$ -
8	\$ -	\$ -
9	\$ -	\$ -
10	\$ -	\$ -
11	\$ -	\$ -
12	\$ -	\$ -
13	\$ -	\$ -
14	\$ -	\$ -
15	\$ -	\$ -
<b>Totals</b>	\$ -	\$ -

<b>Net Change by Change Orders</b>	
(a) + (b) = (c)	\$ -


**Contractor's Certification**

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

By (Contractor):   
 Date: 2/4/22 Ryan Fischer

<b>1. ORIGINAL CONTRACT PRICE</b>	\$	<b>57,766.37</b>
<b>2. NET CHANGE BY CHANGE ORDERS (c)</b>	\$	-
<b>3. CURRENT CONTRACT PRICE</b>	\$	57,766.37
<b>4. TOTAL COMPLETED AND STORED TO DATE</b> (Total Column F on Progress Estimate)	\$	50,874.89
<b>5. RETAINAGE</b>		
a. 0% x \$ 50,874.89 Work Completed	\$	-
b. 5% x \$ - Stored Materials	\$	-
c. Total Retainage (Line 5a + Line 5b)	\$	-
<b>6. LIQUIDATED DAMAGES CHARGED THIS APPLICATION</b>		
0 Days x \$ 1,000.00 Per Day	\$	-
<b>7. AMOUNT ELIGIBLE TO DATE</b> (Line 4 - Line 5c - Line 6)	\$	50,874.89
<b>8. LESS PREVIOUS PAYMENTS</b> (Line 7 From Prior Application)	\$	48,331.14
<b>9. AMOUNT DUE THIS APPLICATION</b>	\$	2,543.75
<b>10. BALANCE TO DATE, PLUS RETAINAGE</b> (Line 7 + Line 5c)	\$	50,874.89
<b>11. % OF COMPLETION</b>		
Original Contract Price (Line 10 ÷ Line 1)		88%
Current Contract Price (Line 10 ÷ Line 3)		88%

Payment of: **\$ 2,543.75** (Line 9 or Other: Attach Explanation if Other Amount)

Is Respectfully Submitted:  **2/7/2022**  
 Brett Armstrong, Civil Engineer 1 Date

<b>2021 SIDEWALK ASSESSMENT</b>			Application Period: 01/19/22 to 02/02/22							Application Date: 02/21/21					
Project Number: SW-000-3237			To (Owner): City of Cedar Falls							Via (Engineer): _____					
Contract Completion Date: 30 Working days			From (Contractor): COBALT CONTRACTING							<b>Item 23.</b>					
A	B	C	D	E	F	G	H	I	J	K	L	M	N		
Item			Bid Quantity	Unit Price	Bid Value	Previous Pay Application Quantities	Current Pay Application Quantities	Current Pay Application Value (E x H)	Estimated Quantity Installed (G + H)	Total Completed Value (E x J)	Value of Materials Presently Stored (Column M on Stored Materials)	Total Completed and Stored to Date (K + L)	% Original Contract (M ÷ F)	Balance to Date (F - M)	Item Completed
Bid Item Number	Description	Unit													
1	REMOVE SIDEWALK, P.C.C	SY	687.00	\$ 24.80	\$ 17,037.60	605.10	-	\$ -	605.10	\$ 15,006.48	\$ -	\$ 15,006.48	88%	\$ 2,031.12	X
2	SIDEWALK REPLACEMENT, P.C.C., CLASS "C", 4 INCH	SY	573.50	\$ 43.80	\$ 25,119.30	499.20	-	\$ -	499.20	\$ 21,864.96	\$ -	\$ 21,864.96	87%	\$ 3,254.34	X
3	SIDEWALK REPLACEMENT, P.C.C., CLASS "C", 6 INCH	SY	113.40	\$ 69.90	\$ 7,926.66	103.60	-	\$ -	103.60	\$ 7,241.64	\$ -	\$ 7,241.64	91%	\$ 685.02	X
4	TOPSOIL, FURNISH AND SPREAD	CY	49.90	\$ 111.90	\$ 5,583.81	42.84	-	\$ -	42.84	\$ 4,793.91	\$ -	\$ 4,793.91	86%	\$ 789.90	X
5	SEEDING, FERTILIZING AND MULCHING	SF	2,554.00	\$ 0.50	\$ 1,277.00	1,145.90	1,145.90	\$ 572.95	2,291.80	\$ 1,145.90	\$ -	\$ 1,145.90	90%	\$ 131.10	X
6	TRAFFIC CONTROL	LS	1.00	\$ 822.00	\$ 822.00	1.00	-	\$ -	1.00	\$ 822.00	\$ -	\$ 822.00	100%	\$ -	X
<b>Totals</b>					\$ 57,766.37			\$ 572.95		\$ 50,874.89	\$ -	\$ 50,874.89		\$ 6,891.48	



## Performance, Payment, and Maintenance Bond

SURETY BOND NO. GRIA29743B

### KNOW ALL BY THESE PRESENTS:

That we, Cobalt Contracting, LC, as Principal (hereinafter the "Contractor" or "Principal" and Granite Re, Inc. \_\_\_\_\_ as Surety are held and firmly bound unto CITY OF CEDAR FALLS, IOWA, as Obligee (hereinafter referred to as "the Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Fifty-Seven Thousand Seven Hundred Sixty-Six Dollars and 37/100 (\$57,766.37), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the 16th day of August, 2021, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

**2021 Sidewalk Assessment  
PCC Sidewalk  
Project SW-000-3237**

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Owner from all outlay and expense incurred by the Owner by reason of the Contractor's default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Owner is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.
3. **MAINTENANCE:** The Contractor and the Surety on this Bond hereby agree, at their own expense:

- A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of  2  year (s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
- B. To keep all work in continuous good repair; and
- C. To pay the Owner's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Owner all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

**Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.**

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
- B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this bond shall then be released as to such excess increase; and
- C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- D. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Owner including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys fees (including overhead expenses of the Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Owner will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Owner incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Owner whole for all such outlay and expense, provided that the Surety's obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be in the Iowa District Court for Polk County, State of Iowa. If legal action is required by the Owner to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Owner, the Contractor and the Surety agree, jointly, and severally, to pay the Owner all outlay and expense incurred therefor by the Owner. All rights, powers, and remedies of the Owner hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Owner, by law. The Owner may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Project No. SW-000-3237

Witness our hands, in triplicate, this 16th day of August, 2021.

**Surety Countersigned By:**

N/A  
Signature of Agent

\_\_\_\_\_  
Printed Name of Agent

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Company Telephone Number

**FORM APPROVED BY:**

\_\_\_\_\_  
Attorney for Owner

**PRINCIPAL:**

Cobalt Contracting, LC

\_\_\_\_\_  
Contractor

By:

  
Signature

OW NLR  
Title

**SURETY:**

Granite Re, Inc.

\_\_\_\_\_  
Surety Company

By:

  
Signature Attorney-in-Fact Officer

Connie Smith, Attorney-in-Fact

\_\_\_\_\_  
Printed Name of Attorney-in-Fact Officer

J. Ryan Bonding, Inc.

\_\_\_\_\_  
Company Name

P.O. Box 465

\_\_\_\_\_  
Company Address

Hudson, WI 54016

\_\_\_\_\_  
City, State, Zip Code

800-535-0006

\_\_\_\_\_  
Company Telephone Number

**NOTE:**

1. All signatures on this performance, payment, and maintenance bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.

**GRANITE RE, INC.**  
**GENERAL POWER OF ATTORNEY**

**Know all Men by these Presents:**

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; ROBERT DOWNEY; JULIA DOUGLAS; CONNIE SMITH; KORY MORTEL; ELIOT MOTU its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; ROBERT DOWNEY; JULIA DOUGLAS; CONNIE SMITH; KORY MORTEL; ELIOT MOTU may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 3<sup>rd</sup> day of January, 2020.

STATE OF OKLAHOMA )  
                                  ) SS:  
COUNTY OF OKLAHOMA )



\_\_\_\_\_  
Kenneth D. Whittington, President  
  
\_\_\_\_\_  
Kyle P. McDonald, Assistant Secretary

On this 3<sup>rd</sup> day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:  
April 21, 2023  
Commission #: 11003620



\_\_\_\_\_  
Notary Public

**GRANITE RE, INC.**  
Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 16 day of Aug, 2021.



\_\_\_\_\_  
Kyle P. McDonald, Assistant Secretary

## RELEASE AND WAIVER OF LIEN

The undersigned, having received payment in **FULL** for all labor, services, materials, supplies, or equipment supplied to:

CONTRACTOR: COBALT CONTRACTING, LC

Or to any subcontractor, in the construction or repair of the improvements upon the property or project located at:

SIDEWALK ASSESSMENT  
PROJECT City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

CROELL INC.

For material/services furnished prior to:  
Date: 10/15/21 (project completion)

Do (does) hereby release and waiver any and all claims, lien and liens right, of any kind, nature, or description what so ever, against said property or project and the owner thereof:

  
\_\_\_\_\_  
Lienor or Claimant

Title: Asst credit manager

Date signed: 2-14-2022

**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](http://www.cedarfalls.com)

**MEMORANDUM**  
**Engineering Division**

**TO:** Honorable Mayor Robert M. Green and City Council

**FROM:** Brett Armstrong, Civil Engineer I

**DATE:** February 14, 2022

**SUBJECT:** 2021 Sidewalk Assessment Project  
City Project Number: SW-000-3237  
Presentation of Final Statement of Expenditures for Material and Labor

The 2021 Sidewalk Assessment Project for Zone 4 is completed and ready for assessment. The project repaired deficient sidewalk adjacent to one hundred and sixteen (116) private properties for a total assessment cost of \$50,874.89.

In 2020, approximately two hundred and thirteen (213) notices were sent out for defective or missing sidewalk. The notices informed the property owners of their responsibility to repair the adjacent sidewalk. If the property owners didn't repair the sidewalk, the City would repair the sidewalk and assess the cost to the property. Forty-six percent of the property owners notified repaired the defective or missing sidewalk, and fifty-four percent of the property owners notified did not repair the defective or missing sidewalk. The average cost per property to repair defective sidewalk was \$438.58 with the highest cost at approximately \$2,107.23.

Attached please find the Final Statement of Expenditures for Material and Labor for the 2021 Sidewalk Assessment Project for Zone 4.

I recommend that the City Council approve and accept the Final Statement of Expenditures for Material and Labor for the 2021 Sidewalk Assessment Project for Zone 4.

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

# 2021 SIDEWALK ASSESSMENT PROJECT

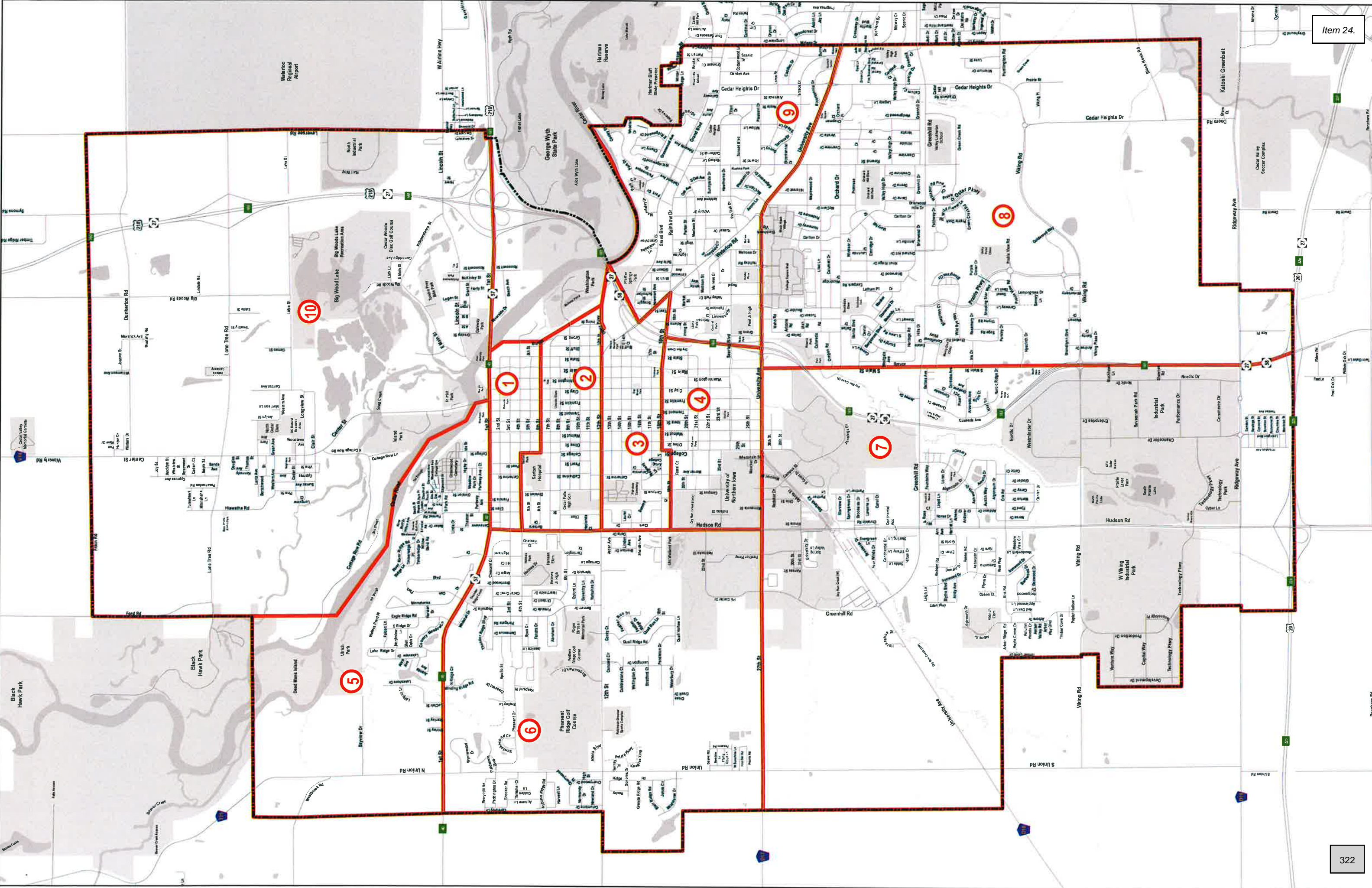
## CITY PROJECT NUMBER SW-000-3237

### Final Statement of Expenditures for Material and Labor

Property Owner	Mailing Address	City	State	Zip Code	LOCATION	Legal Description	Item No. 1 REMOVAL OF SIDEWALK (S.Y.)	Unit Price	Extended Price	Item No. 2 REPLACE SIDEWALK 4" P.C.C. (S.Y.)	Unit Price	Extended Price	Item No. 3 REPLACE SIDEWALK 6" P.C.C. (S.F.)	Unit Price	Extended Price	Item No. 4 TOPSOIL FURNISH & SPREAD (C.Y.)	Unit Price	Extended Price	Item No. 5 SEEDING (S.F.)	Unit Price	Extended Price	Item No. 6 Traffic Control (L.S.)	Unit Price	Extended Price	Total Price
PATTERSON, KAMI J	1915 MERNER AVE	Cedar Falls	IA	50613	1915 Merner Avenue	8914-14-284-007	8.90	\$ 24.80	\$ 220.72	8.90	\$ 43.80	\$ 389.82	0.00	\$ 69.90	\$ -	0.596	\$ 111.90	\$ 66.69	36.24	\$ 0.50	\$ 18.12	0.008621	\$ 822.00	\$ 7.09	\$ 702.44
BALK, NICHOLAS J	1738 QQ AVE	Traer	IA	50675	2009 Merner Avenue	8914-14-426-006	2.20	\$ 24.80	\$ 54.56	2.20	\$ 43.80	\$ 96.36	0.00	\$ 69.90	\$ -	0.300	\$ 111.90	\$ 33.57	12.04	\$ 0.50	\$ 6.02	0.008621	\$ 822.00	\$ 7.09	\$ 197.60
DAVID WELCH	867 LYNKAYLEE DR	Cedar Falls	IA	50701	1203 West 22nd Street (Vacant Lot)	8914-14-427-004	2.30	\$ 24.80	\$ 57.04	2.30	\$ 43.80	\$ 100.74	0.00	\$ 69.90	\$ -	0.302	\$ 111.90	\$ 33.79	12.24	\$ 0.50	\$ 6.12	0.008621	\$ 822.00	\$ 7.09	\$ 204.78
CRAWLEY, DANIEL P	1104 W 19TH ST	Cedar Falls	IA	50613	1104 West 19th Street	8914-14-285-003	2.20	\$ 24.80	\$ 54.56	2.20	\$ 43.80	\$ 96.36	0.00	\$ 69.90	\$ -	0.300	\$ 111.90	\$ 33.57	12.04	\$ 0.50	\$ 6.02	0.008621	\$ 822.00	\$ 7.09	\$ 197.60
KROEMER APARTMENTS LLC	2516 WALNUT ST	Cedar Falls	IA	50613	916 West 19th Street	8914-14-285-008	4.90	\$ 24.80	\$ 121.52	2.60	\$ 43.80	\$ 113.88	2.30	\$ 69.90	\$ 160.77	0.324	\$ 111.90	\$ 36.26	14.04	\$ 0.50	\$ 7.02	0.008621	\$ 822.00	\$ 7.09	\$ 446.54
KROEMER APARTMENTS LLC	2516 WALNUT ST	Cedar Falls	IA	50613	1903 College Street	8914-14-285-009	26.00	\$ 25.00	\$ 650.00	15.00	\$ 44.00	\$ 660.00	8.90	\$ 70.00	\$ 623.00	0.966	\$ 112.00	\$ 108.19	66.04	\$ 1.00	\$ 66.04	0	\$ 822.00	\$ -	\$ 2,107.23
CV COMMERCIAL LLC	PO Box 128	Cedar Falls	IA	50613	1003 West 20th Street	8914-14-285-019	4.40	\$ 24.80	\$ 109.12	4.40	\$ 43.80	\$ 192.72	0.00	\$ 69.90	\$ -	0.399	\$ 111.90	\$ 44.65	20.04	\$ 0.50	\$ 10.02	0.008621	\$ 822.00	\$ 7.09	\$ 363.60
CV COMMERCIAL LLC	PO Box 128	Cedar Falls	IA	50613	1009 West 20th Street	8914-14-285-020	2.20	\$ 24.80	\$ 54.56	0.00	\$ 43.80	\$ -	2.20	\$ 69.90	\$ 153.78	0.000	\$ 111.90	\$ -	0.00	\$ 0.50	\$ -	0.008621	\$ 822.00	\$ 7.09	\$ 215.43
JOSHUA 24 15 PROPERTIES LLC	PO BOX 304	Cedar Falls	IA	50613	2216 Merner Avenue	8914-14-430-036	1.90	\$ 24.80	\$ 47.12	1.90	\$ 43.80	\$ 83.22	0.00	\$ 69.90	\$ -	0.300	\$ 111.90	\$ 33.57	12.04	\$ 0.50	\$ 6.02	0.008621	\$ 822.00	\$ 7.09	\$ 177.02
JUANITA LLC	PO Box 128	Cedar Falls	IA	50613	1804 College Street	8914-13-159-001	14.00	\$ 24.80	\$ 347.20	14.00	\$ 43.80	\$ 613.20	0.00	\$ 69.90	\$ -	0.823	\$ 111.90	\$ 92.09	54.44	\$ 0.50	\$ 27.22	0.008621	\$ 822.00	\$ 7.09	\$ 1,086.80
FRISBIE, DUANE R	1918 WALNUT ST	Cedar Falls	IA	50613	1918 Walnut Street	8914-13-161-022	2.80	\$ 24.80	\$ 69.44	0.00	\$ 43.80	\$ -	2.80	\$ 69.90	\$ 195.72	0.000	\$ 111.90	\$ -	0.00	\$ 0.50	\$ -	0.008621	\$ 822.00	\$ 7.09	\$ 272.25
JUANITA LLC	PO Box 128	Cedar Falls	IA	50613	804 West 18th Street	8914-13-159-002	2.80	\$ 24.80	\$ 69.44	0.00	\$ 43.80	\$ -	2.80	\$ 69.90	\$ 195.72	0.000	\$ 111.90	\$ -	0.00	\$ 0.50	\$ -	0.008621	\$ 822.00	\$ 7.09	\$ 272.25
FIENUP, BENJAMIN R	603 W 20TH ST	Cedar Falls	IA	50613	603 West 20th Street	8914-13-161-016	2.80	\$ 24.80	\$ 69.44	0.00	\$ 43.80	\$ -	2.80	\$ 69.90	\$ 195.72	0.000	\$ 111.90	\$ -	0.00	\$ 0.50	\$ -	0.008621	\$ 822.00	\$ 7.09	\$ 272.25
CV COMMERCIAL LLC	PO Box 128	Cedar Falls	IA	50613	1013 West 20th Street	8914-14-285-042	2.30	\$ 24.80	\$ 57.04	0.00	\$ 43.80	\$ -	2.30	\$ 69.90	\$ 160.77	0.000	\$ 111.90	\$ -	0.00	\$ 0.50	\$ -	0.008621	\$ 822.00	\$ 7.09	\$ 224.90
CV COMMERCIAL LLC	PO Box 128	Cedar Falls	IA	50613	925 West 22nd Street (Vacant Lot)	8914-14-428-014	19.30	\$ 24.80	\$ 478.64	19.30	\$ 43.80	\$ 845.34	0.00	\$ 69.90	\$ -	0.201	\$ 111.90	\$ 22.49	73.44	\$ 0.50	\$ 36.72	0.008621	\$ 822.00	\$ 7.09	\$ 1,390.28
CV COMMERCIAL LLC	PO Box 128	Cedar Falls	IA	50613	1003 West 22nd Street	8914-14-428-015	2.80	\$ 24.80	\$ 69.44	2.80	\$ 43.80	\$ 122.64	0.00	\$ 69.90	\$ -	0.324	\$ 111.90	\$ 36.26	14.04	\$ 0.50	\$ 7.02	0.008621	\$ 822.00	\$ 7.09	\$ 242.45
MC AULIFFE, DANIEL	1917 TREMONT ST	Cedar Falls	IA	50613	1917 Tremont Street	8914-13-162-009	1.80	\$ 24.80	\$ 44.64	0.00	\$ 43.80	\$ -	1.80	\$ 69.90	\$ 125.82	0.300	\$ 111.90	\$ 33.57	12.04	\$ 0.50	\$ 6.02	0.008621	\$ 822.00	\$ 7.09	\$ 217.14
J AND M BODENSTEINER LLC	2916 MINNETONKA DR	Cedar Falls	IA	50613	1918 Iowa Street	8914-13-162-017	5.60	\$ 24.80	\$ 138.88	5.60	\$ 43.80	\$ 245.28	0.00	\$ 69.90	\$ -	0.450	\$ 111.90	\$ 50.36	24.24	\$ 0.50	\$ 12.12	0.008621	\$ 822.00	\$ 7.09	\$ 453.73
SWEETING, LAWRENCE C	PO BOX 502	Cedar Falls	IA	50613	1902 Iowa Street	8914-13-162-021	5.60	\$ 24.80	\$ 138.88	5.60	\$ 43.80	\$ 245.28	0.00	\$ 69.90	\$ -	0.450	\$ 111.90	\$ 50.36	24.24	\$ 0.50	\$ 12.12	0.008621	\$ 822.00	\$ 7.09	\$ 453.73
SCHUERMAN PROPERTIES LLC	PO BOX 214	Cedar Falls	IA	50613	1803 Franklin Street	8914-13-184-005	9.10	\$ 24.80	\$ 225.68	9.10	\$ 43.80	\$ 398.58	0.00	\$ 69.90	\$ -	0.606	\$ 111.90	\$ 67.81	36.84	\$ 0.50	\$ 18.42	0.008621	\$ 822.00	\$ 7.09	\$ 717.58
KUHN, LINDA K	1810 COLLEGE ST	Cedar Falls	IA	50613	1810 College Street	8914-13-159-008	2.80	\$ 24.80	\$ 69.44	2.80	\$ 43.80	\$ 122.64	0.00	\$ 69.90	\$ -	0.327	\$ 111.90	\$ 36.59	14.24	\$ 0.50	\$ 7.12	0.008621	\$ 822.00	\$ 7.09	\$ 242.88
DEEDS, DAVID M	1802 ORCHARD DR	Cedar Falls	IA	50613	1816 College Street	8914-13-159-007	8.40	\$ 24.80	\$ 208.32	2.80	\$ 43.80	\$ 122.64	5.60	\$ 69.90	\$ 391.44	0.576	\$ 111.90	\$ 64.45	34.44	\$ 0.50	\$ 17.22	0.008621	\$ 822.00	\$ 7.09	\$ 811.16
SCHONEMAN, BARBARA A	1911 OLIVE ST	Cedar Falls	IA	50613	1911 Olive Street	8914-13-163-003	1.90	\$ 24.80	\$ 47.12	1.90	\$ 43.80	\$ 83.22	0.00	\$ 69.90	\$ -	0.305	\$ 111.90	\$ 34.13	12.44	\$ 0.50	\$ 6.22	0.008621	\$ 822.00	\$ 7.09	\$ 177.78
RIVERSIDE INVESTMENTS LLC	PO Box 413	Cedar Falls	IA	50613	1936 College Street	8914-13-163-009	9.00	\$ 24.80	\$ 223.20	4.10	\$ 43.80	\$ 179.58	4.90	\$ 69.90	\$ 342.51	0.381	\$ 111.90	\$ 42.63	18.64	\$ 0.50	\$ 9.32	0.008621	\$ 822.00	\$ 7.09	\$ 804.33
CV COMMERCIAL LLC	PO Box 128	Cedar Falls	IA	50613	1932 College Street	8914-13-163-010	2.80	\$ 24.80	\$ 69.44	2.80	\$ 43.80	\$ 122.64	0.00	\$ 69.90	\$ -	0.324	\$ 111.90	\$ 36.26	14.04	\$ 0.50	\$ 7.02	0.008621	\$ 822.00	\$ 7.09	\$ 242.45
CV COMMERCIAL LLC	PO Box 128	Cedar Falls	IA	50613	1928 College Street	8914-13-163-011	9.80	\$ 24.80	\$ 243.04	2.10	\$ 43.80	\$ 91.98	7.70	\$ 69.90	\$ 538.23	0.300	\$ 111.90	\$ 33.57	12.04	\$ 0.50	\$ 6.02	0.008621	\$ 822.00	\$ 7.09	\$ 919.93
BANKSTON, RONNIE G	1904 OLIVE ST	Cedar Falls	IA	50613	1904 Olive Street	8914-13-164-001	3.00	\$ 24.80	\$ 74.40	3.00	\$ 43.80	\$ 131.40	0.00	\$ 69.90	\$ -	0.334	\$ 111.90	\$ 37.37	14.84	\$ 0.50	\$ 7.42	0.008621	\$ 822.00	\$ 7.09	\$ 257.68
COLLEGE CRIBS LLC	1827 FRANKLIN ST	Cedar Falls	IA	50613	1827 Franklin Street	8914-13-184-008	2.00	\$ 24.80	\$ 49.60	2.00	\$ 43.80	\$ 87.60	0.00	\$ 69.90	\$ -	0.290	\$ 111.90	\$ 32.45	11.24	\$ 0.50	\$ 5.62	0.008621	\$ 822.00	\$ 7.09	\$ 182.36
HOWLAND, CATHERINE M	1903 FRANKLIN ST	Cedar Falls	IA	50613	1903 Franklin Street	8914-13-184-009	2.20	\$ 24.80	\$ 54.56	2.20	\$ 43.80	\$ 96.36	0.00	\$ 69.90	\$ -	0.300	\$ 111.90	\$ 33.57	12.04	\$ 0.50	\$ 6.02	0.008621	\$ 822.00	\$ 7.09	\$ 197.60
HYBERGER, SETH E	1917 FRANKLIN ST	Cedar Falls	IA	50613	1917 Franklin Street	8914-13-184-013	2.30	\$ 24.80	\$ 57.04	2.30	\$ 43.80	\$ 100.74	0.00	\$ 69.90	\$ -	0.302	\$ 111.90	\$ 33.79	12.24	\$ 0.50	\$ 6.12	0.008621	\$ 822.00	\$ 7.09	\$ 204.78
ROUNDABOUT CENTER LLC	8617 LINCOLN RD	Hudson	IA	50643	123 East 18th Street	8914-13-254-021	10.40	\$ 24.80	\$ 257.92	1.60	\$ 43.80	\$ 70.08	8.60	\$ 69.90	\$ 601.14	0.292	\$ 111.90	\$ 32.67	11.44	\$ 0.50	\$ 5.72	0.008621	\$ 822.00	\$ 7.09	\$ 974.62
RIDENOUR, KIMIE A	1903 TREMONT ST	Cedar Falls	IA	50613	1911 Tremont Street	8914-13-162-008	5.40	\$ 24.80	\$ 133.92	5.40	\$ 43.80	\$ 236.52	0.00	\$ 69.90	\$ -	0.300	\$ 111.90	\$ 33.57	12.04	\$ 0.50	\$ 6.02	0.008621	\$ 822.00	\$ 7.09	\$ 417.12
OWEN AND VAN SWOL ENTERPRISES L	504 W 22ND ST	Cedar Falls	IA	50613	1921 State Street	8914-13-401-006	3.10	\$ 24.80	\$ 76.88	0.00	\$ 43.80	\$ -	3.10	\$ 69.90	\$ 216.69	0.000	\$ 111.90	\$ -	0.00	\$ 0.50	\$ -	0.008621	\$ 822.00	\$ 7.09	\$ 300.66
NIK INC	205 E 18TH ST	Cedar Falls	IA	50613	205 East 18th Street	8914-13-255-014	10.40	\$ 24.80	\$ 257.92	2.30	\$ 43.80	\$ 100.74	8.10	\$ 69.90	\$ 566.19	0.302	\$ 111.90	\$ 33.79	12.24	\$ 0.50	\$ 6.12	0.008621	\$ 822.00	\$ 7.09	\$ 971.85
OAK TREE PROPERTIES LLC	520 4TH ST SW SUITE A	Lemars	IA	51031	2010 Olive Street	8914-13-302-009	2.80	\$ 24.80	\$ 69.44	2.80	\$ 43.80	\$ 122.64	0.00	\$ 69.90	\$ -	0.324	\$ 111.90	\$ 36.26	14.04	\$ 0.50	\$ 7.02	0.008621	\$ 822.00	\$ 7.09	\$ 242.45
POOLE, JAY K	721 W 21ST ST APT 5	Cedar Falls	IA	50613	2022 Olive Street	8914-13-302-006	6.20	\$ 24.80	\$ 154.76	6.20	\$ 43.80	\$ 271.56	0.00	\$ 69.90	\$ -	0.478	\$ 111.90	\$ 53.49	26.44	\$ 0.50	\$ 13.22	0.008621	\$ 822.00	\$ 7.09	\$ 499.12
PETERSON, REECE S	904 W 9TH ST	Cedar Falls	IA	50613	624 West 20th Street	8914-13-303-001	4.70	\$ 24.80	\$ 116.56	4.70	\$ 43.80	\$ 205.86	0.00	\$ 69.90	\$ -	0.411	\$ 111.90	\$ 45.99	21.04	\$ 0.50	\$ 10.52	0.008621	\$ 822.00	\$ 7.09	\$ 386.02
LLOYD, ADRIANNE	604 W 20TH ST	Cedar Falls	IA	50613	604 West 20th Street	8914-13-303-004	4.10	\$ 24.80	\$ 101.68	4.10	\$ 43.80	\$ 179.58	0.00	\$ 69.90	\$ -	0.384	\$ 111.90	\$ 42.97	18.84	\$ 0.50	\$ 9.42	0.008621	\$ 822.00	\$ 7.09	\$ 340.74
RICKLEFS, JOSEPH D	4370 RIDGE RD	Cedar Falls	IA	50613	2005 Clay Street	8914-13-331-005	2.30	\$ 24.80	\$ 57.04	2.30	\$ 43.80	\$ 100.74	0.00	\$ 69.90	\$ -	0.302	\$ 111.90	\$ 33.79	12.24	\$ 0.50	\$ 6.12	0.008621	\$ 822.00	\$ 7.09	\$ 204.78
RICKLEFS, JOSEPH D	4370 RIDGE RD	Cedar Falls	IA	50613	2004 Clay Street	8914-13-332-001	3.10	\$ 24.80	\$ 76.88	0.00	\$ 43.80	\$ -	3.10	\$ 69.90	\$ 216.69	0.000	\$ 111.90	\$ -	0.00	\$ 0.50	\$ -	0.008621	\$ 822.00	\$ 7.09	\$ 300.66
WHITE WATER INVESTMENTS LLC	2327 FALLS AVE STE 1	Waterloo	IA	50701	1810 Franklin Street	8914-13-185-021	2.20	\$ 24.80	\$ 54.56	2.20	\$ 43.80	\$ 96.36	0.00	\$ 69.90	\$ -	0.297	\$ 111.90	\$ 33.23	11.84	\$ 0.50	\$ 5.92	0.008621	\$ 822.00	\$ 7.09	\$ 197.16
CV PROPERTIES II LLC	PO Box 128	Cedar Falls	IA	50613	1822 Franklin Street	8914-13-185-018	4.60	\$ 24.80	\$ 114.08	4.60	\$ 43.80	\$ 201.48	0.00	\$ 69.90	\$ -	0.406	\$ 111.90	\$ 45.43	20.84	\$ 0.50	\$ 10.32				



Property Owner	Mailing Address	City	State	Zip Code	LOCATION	Legal Description	Item No. 1 REMOVAL OF SIDEWALK (S.Y.)	Unit Price	Extended Price	Item No. 2 REPLACE SIDEWALK 4" P.C.C. (S.Y.)	Unit Price	Extended Price	Item No. 3 REPLACE SIDEWALK 6" P.C.C. (S.F.)	Unit Price	Extended Price	Item No. 4 TOPSOIL FURNISH & SPREAD (C.Y.)	Unit Price	Extended Price	Item No. 5 SEEDING (S.F.)	Unit Price	Extended Price	Item No. 6 Traffic Control (L.S)	Unit Price	Extended Price	Total Price	
BREMNER, CRAIG R	2564 180TH ST	Tripoli	IA	50676	2521 Walnut Street	8914-13-354-010	8.30	\$ 24.80	\$ 205.84	8.30	\$ 43.80	\$ 363.54	0.00	\$ 69.90	\$ -	0.571	\$ 111.90	\$ 63.89	34.04	\$ 0.50	\$ 17.02	0.008621	\$ 822.00	\$ 7.09	\$ 656.36	
MOORE, JAMES P	527 OLYMPIC DR	Waterloo	IA	50701	2422 Olive Street	8914-13-354-016	4.60	\$ 24.80	\$ 114.08	4.60	\$ 43.80	\$ 201.48	0.00	\$ 69.90	\$ -	0.406	\$ 111.90	\$ 45.43	20.64	\$ 0.50	\$ 10.32	0.008621	\$ 822.00	\$ 7.09	\$ 377.38	
CV PROPERTIES II LLC	PO Box 128	Cedar Falls	IA	50613	2503 Iowa Street	8914-13-355-007	5.00	\$ 24.80	\$ 124.00	5.00	\$ 43.80	\$ 219.00	0.00	\$ 69.90	\$ -	0.423	\$ 111.90	\$ 47.33	22.04	\$ 0.50	\$ 11.02	0.008621	\$ 822.00	\$ 7.09	\$ 407.42	
CEDAR VALLEY REAL ESTATE LLC	PO Box 92	Cedar Falls	IA	50613	317 West 22nd Street	8914-13-335-007	8.40	\$ 24.80	\$ 208.32	8.40	\$ 43.80	\$ 367.92	0.00	\$ 69.90	\$ -	0.576	\$ 111.90	\$ 64.45	34.44	\$ 0.50	\$ 17.22	0.008621	\$ 822.00	\$ 7.09	\$ 663.98	
NELSON, AARON	2120 FRANKLIN ST	Cedar Falls	IA	50613	2120 Franklin Street	8914-13-335-005	2.70	\$ 24.80	\$ 66.96	2.70	\$ 43.80	\$ 118.26	0.00	\$ 69.90	\$ -	0.322	\$ 111.90	\$ 36.03	13.84	\$ 0.50	\$ 6.92	0.008621	\$ 822.00	\$ 7.09	\$ 234.24	
GREEN, GRACIE	2103 WASHINGTON ST	Cedar Falls	IA	50613	2103 Washington Street	8914-13-336-003	2.80	\$ 24.80	\$ 69.44	2.80	\$ 43.80	\$ 122.64	0.00	\$ 69.90	\$ -	0.324	\$ 111.90	\$ 36.26	14.04	\$ 0.50	\$ 7.02	0.008621	\$ 822.00	\$ 7.09	\$ 241.43	
COOVER, JEFFREY C	1715 PARK DR	Cedar Falls	IA	50613	205 West 22nd Street	8914-13-336-012	2.80	\$ 24.80	\$ 69.44	2.80	\$ 43.80	\$ 122.64	0.00	\$ 69.90	\$ -	0.327	\$ 111.90	\$ 36.59	14.24	\$ 0.50	\$ 7.12	0.008621	\$ 822.00	\$ 7.09	\$ 241.86	
TRESSLER, KENNETH E	2000 UNION RD	Cedar Falls	IA	50613	2509 Iowa Street	8914-13-355-008	2.60	\$ 24.80	\$ 64.48	2.60	\$ 43.80	\$ 113.88	0.00	\$ 69.90	\$ -	0.537	\$ 111.90	\$ 60.09	31.24	\$ 0.50	\$ 15.62	0.008621	\$ 822.00	\$ 7.09	\$ 260.14	
MOSES, CHERYL D	423 W 26TH ST	Cedar Falls	IA	50613	423 West 26th Street	8914-13-376-008	2.20	\$ 24.80	\$ 54.56	2.20	\$ 43.80	\$ 96.36	0.00	\$ 69.90	\$ -	0.300	\$ 111.90	\$ 33.57	12.04	\$ 0.50	\$ 6.02	0.008621	\$ 822.00	\$ 7.09	\$ 196.58	
WERNIMONT LLC	300 NE 6TH ST	Pochohontas	IA	50574	2610/2612 Walnut Street	8914-13-360-011	2.80	\$ 24.80	\$ 69.44	2.80	\$ 43.80	\$ 122.64	0.00	\$ 69.90	\$ -	0.327	\$ 111.90	\$ 36.59	14.24	\$ 0.50	\$ 7.12	0.008621	\$ 822.00	\$ 7.09	\$ 241.86	
MOORE, JAMES	527 OLYMPIC DR	Waterloo	IA	50701	2616 Walnut Street	8914-13-360-010	6.30	\$ 24.80	\$ 156.24	6.30	\$ 43.80	\$ 275.94	0.00	\$ 69.90	\$ -	0.480	\$ 111.90	\$ 53.71	26.64	\$ 0.50	\$ 13.32	0.008621	\$ 822.00	\$ 7.09	\$ 505.28	
MC GEOUGH, MATTHEW P	5024 SAMANTHA CIR	Cedar Falls	IA	50613	2311 Olive Street	8914-13-351-003	3.60	\$ 24.80	\$ 89.28	3.60	\$ 43.80	\$ 157.68	0.00	\$ 69.90	\$ -	0.399	\$ 111.90	\$ 44.65	20.04	\$ 0.50	\$ 10.02	0.008621	\$ 822.00	\$ 7.09	\$ 307.70	
AL MABUK, MAKKI	1221 COLLEGE ST	Cedar Falls	IA	50613	710 West 22nd Street	8914-13-310-002	2.80	\$ 24.80	\$ 69.44	2.80	\$ 43.80	\$ 122.64	0.00	\$ 69.90	\$ -	0.327	\$ 111.90	\$ 36.59	14.24	\$ 0.50	\$ 7.12	0.008621	\$ 822.00	\$ 7.09	\$ 241.86	
WERNIMONT, CHRISTOPHE	300 NE 6TH ST	Pochohontas	IA	50574	2203 Walnut Street	8914-13-310-003	2.80	\$ 24.80	\$ 69.44	2.80	\$ 43.80	\$ 122.64	0.00	\$ 69.90	\$ -	0.324	\$ 111.90	\$ 36.26	14.04	\$ 0.50	\$ 7.02	0.008621	\$ 822.00	\$ 7.09	\$ 241.43	
IOWA DISTRICT E, AST EVANG L	2321 WALNUT ST	Cedar Falls	IA	50613	2322 Olive Street	8914-13-310-061	2.80	\$ 24.80	\$ 69.44	2.80	\$ 43.80	\$ 122.64	0.00	\$ 69.90	\$ -	0.324	\$ 111.90	\$ 36.26	14.04	\$ 0.50	\$ 7.02	0.008621	\$ 822.00	\$ 7.09	\$ 241.43	
MOULDS, DANNY	9778 SYLVAN DR	Janesville	IA	50647	624 West 22nd Street	8914-13-311-001	5.10	\$ 24.80	\$ 126.48	5.10	\$ 43.80	\$ 223.38	0.00	\$ 69.90	\$ -	0.426	\$ 111.90	\$ 47.67	22.24	\$ 0.50	\$ 11.12	0.008621	\$ 822.00	\$ 7.09	\$ 414.72	
LINDAUER, ISAAC G	2215 IOWA ST	Cedar Falls	IA	50613	2215 Iowa Street	8914-13-311-004	2.80	\$ 24.80	\$ 69.44	2.80	\$ 43.80	\$ 122.64	0.00	\$ 69.90	\$ -	0.324	\$ 111.90	\$ 36.26	14.04	\$ 0.50	\$ 7.02	0.008621	\$ 822.00	\$ 7.09	\$ 241.43	
TRESSLER, KENNETH E	2000 UNION RD	Cedar Falls	IA	50613	611 Seerley Boulevard	8914-13-311-011	2.90	\$ 24.80	\$ 71.92	2.90	\$ 43.80	\$ 127.02	0.00	\$ 69.90	\$ -	0.332	\$ 111.90	\$ 37.15	14.64	\$ 0.50	\$ 7.32	0.008621	\$ 822.00	\$ 7.09	\$ 249.48	
WILLARD, BRYCE	309 SEERLEY BLVD	Cedar Falls	IA	50613	309 Seerley Boulevard	8914-13-339-018	14.30	\$ 24.80	\$ 354.64	14.30	\$ 43.80	\$ 626.34	0.00	\$ 69.90	\$ -	0.836	\$ 111.90	\$ 93.55	55.44	\$ 0.50	\$ 27.72	0.008621	\$ 822.00	\$ 7.09	\$ 1,108.32	
RIEGER, RYAN J	321 W SEERLEY BLVD	Cedar Falls	IA	50613	321 Seerley Boulevard	8914-13-339-010	4.90	\$ 24.80	\$ 121.52	4.90	\$ 43.80	\$ 214.62	0.00	\$ 69.90	\$ -	0.418	\$ 111.90	\$ 46.77	21.64	\$ 0.50	\$ 10.82	0.008621	\$ 822.00	\$ 7.09	\$ 399.80	
MEIER, DONALD E	2310 FRANKLIN ST	Cedar Falls	IA	50613	2310 Franklin Street	8914-13-339-008	2.20	\$ 24.80	\$ 54.56	0.00	\$ 43.80	\$ -	2.20	\$ 69.90	\$ 153.78	0.000	\$ 111.90	\$ -	0.00	\$ 0.50	\$ -	0.008621	\$ 822.00	\$ 7.09	\$ 214.41	
B AND B HOME RENTALS LLC	1116 WARWICK DR	Cedar Falls	IA	50613	224 West 22nd Street	8914-13-340-001	8.40	\$ 24.80	\$ 208.32	8.40	\$ 43.80	\$ 367.92	0.00	\$ 69.90	\$ -	0.576	\$ 111.90	\$ 64.45	34.44	\$ 0.50	\$ 17.22	0.008621	\$ 822.00	\$ 7.09	\$ 663.98	
MC LEAN, PADRAIC M	210 SYCAMORE ST	Morrison	IA	50657	210 West 22nd Street	8914-13-340-002	2.60	\$ 24.80	\$ 64.48	2.60	\$ 43.80	\$ 113.88	0.00	\$ 69.90	\$ -	0.317	\$ 111.90	\$ 35.47	13.44	\$ 0.50	\$ 6.72	0.008621	\$ 822.00	\$ 7.09	\$ 226.62	
COYLE, ROBERT F	2303 WASHINGTON ST	Cedar Falls	IA	50613	2303 Washington Street	8914-13-340-015	2.80	\$ 24.80	\$ 69.44	2.80	\$ 43.80	\$ 122.64	0.00	\$ 69.90	\$ -	0.324	\$ 111.90	\$ 36.26	14.04	\$ 0.50	\$ 7.02	0.008621	\$ 822.00	\$ 7.09	\$ 241.43	
CEAGLSKE, BRENTON JOHN	2322 CLAY ST	Cedar Falls	IA	50613	2322 Clay Street	8914-13-340-010	9.90	\$ 24.80	\$ 245.52	9.90	\$ 43.80	\$ 433.62	0.00	\$ 69.90	\$ -	0.640	\$ 111.90	\$ 71.62	39.64	\$ 0.50	\$ 19.82	0.008621	\$ 822.00	\$ 7.09	\$ 776.65	
BERENDZEN, PETER	2300 CLAY ST	Cedar Falls	IA	50613	2300 Clay Street	8914-13-340-006	7.60	\$ 24.80	\$ 188.48	7.60	\$ 43.80	\$ 332.88	0.00	\$ 69.90	\$ -	0.539	\$ 111.90	\$ 60.31	31.44	\$ 0.50	\$ 15.72	0.008621	\$ 822.00	\$ 7.09	\$ 603.46	
JACOBSON, MARK F	2210 CLAY ST	Cedar Falls	IA	50613	2210 Clay Street	8914-13-340-003	5.60	\$ 24.80	\$ 138.88	5.60	\$ 43.80	\$ 245.28	0.00	\$ 69.90	\$ -	0.448	\$ 111.90	\$ 50.13	24.04	\$ 0.50	\$ 12.02	0.008621	\$ 822.00	\$ 7.09	\$ 452.38	
SWANSON, STEVEN J	404 SEERLEY BLVD	Cedar Falls	IA	50613	404 Seerley Boulevard	8914-13-376-009	2.30	\$ 24.80	\$ 57.04	2.30	\$ 43.80	\$ 100.74	0.00	\$ 69.90	\$ -	0.305	\$ 111.90	\$ 34.13	12.44	\$ 0.50	\$ 6.22	0.008621	\$ 822.00	\$ 7.09	\$ 204.20	
JACOBSON, DONALD L	2203 MAIN ST	Cedar Falls	IA	50613	2203 Main Street	8914-13-341-002	9.20	\$ 24.80	\$ 228.16	9.20	\$ 43.80	\$ 402.96	0.00	\$ 69.90	\$ -	0.608	\$ 111.90	\$ 68.04	37.04	\$ 0.50	\$ 18.52	0.008621	\$ 822.00	\$ 7.09	\$ 723.75	
RIVERSIDE INVESTMENTS LLC	PO Box 413	Cedar Falls	IA	50613	2221 Main Street	8914-13-341-008	2.30	\$ 24.80	\$ 57.04	2.30	\$ 43.80	\$ 100.74	0.00	\$ 69.90	\$ -	0.305	\$ 111.90	\$ 34.13	12.44	\$ 0.50	\$ 6.22	0.008621	\$ 822.00	\$ 7.09	\$ 204.20	
ALMIR LLC	2503 OLIVE ST	Cedar Falls	IA	50613	2503 Olive Street	8914-13-357-003	4.40	\$ 24.80	\$ 109.12	4.40	\$ 43.80	\$ 192.72	0.00	\$ 69.90	\$ -	0.399	\$ 111.90	\$ 44.65	20.04	\$ 0.50	\$ 10.02	0.008621	\$ 822.00	\$ 7.09	\$ 362.58	
LANEB LLC	PO Box 128	Cedar Falls	IA	50613	2509 Olive Street	8914-13-357-004	2.30	\$ 24.80	\$ 57.04	0.00	\$ 43.80	\$ -	2.30	\$ 69.90	\$ 160.77	0.000	\$ 111.90	\$ -	0.00	\$ 0.50	\$ -	0.008621	\$ 822.00	\$ 7.09	\$ 223.88	
KROEMER, KRAIG E	2516 WALNUT ST	Cedar Falls	IA	50613	2516 Walnut Street	8914-13-355-012	7.50	\$ 24.80	\$ 186.00	2.80	\$ 43.80	\$ 122.64	4.70	\$ 69.90	\$ 328.53	0.534	\$ 111.90	\$ 59.75	31.00	\$ 0.50	\$ 15.50	0.008621	\$ 822.00	\$ 7.09	\$ 718.49	
BODENSTEINER, ROBERTA L	1703 UNION RD	Cedar Falls	IA	50613	2512 Walnut Street	8914-13-355-013	5.60	\$ 24.80	\$ 138.88	5.60	\$ 43.80	\$ 245.28	0.00	\$ 69.90	\$ -	0.448	\$ 111.90	\$ 50.13	24.04	\$ 0.50	\$ 12.02	0.008621	\$ 822.00	\$ 7.09	\$ 452.38	
BL LLC	803 PROSPECT BLVD	Cedar Falls	IA	50613	524 Seerley Boulevard	8914-13-356-001	11.00	\$ 24.80	\$ 272.80	8.90	\$ 43.80	\$ 389.82	2.10	\$ 69.90	\$ 146.79	0.601	\$ 111.90	\$ 67.25	36.40	\$ 0.50	\$ 18.20	0.008621	\$ 822.00	\$ 7.09	\$ 900.93	
<b>Total:</b>							<b>605.10</b>			<b>Total:</b>	<b>499.20</b>		<b>Total:</b>	<b>103.60</b>		<b>Total:</b>	<b>42.84</b>		<b>Total:</b>	<b>2291.80</b>		<b>Total:</b>	<b>1.0</b>		<b>Total:</b>	<b>\$ 50,874.89</b>




**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](http://www.cedarfalls.com)

**MEMORANDUM**  
*Engineering Division*

**TO:** Honorable Mayor Robert Green and City Council

**FROM:** Brett Armstrong, Civil Engineer I

**DATE:** February 14, 2022

**SUBJECT:** Lake Street Trail Project  
 City Project Number: RT-819-3247  
 Iowa DOT Project No. TAP-U-1185(655)—8I-07  
 Request for PS&E Approval

Submitted within for City Council approval are the Plans, Specifications, and Estimate of Costs and Quantities for the Lake Street Trail Project.

The project was designed by AECOM of Waterloo, IA for the City of Cedar Falls, in accordance with the Iowa Department of Transportation (IDOT) Standard Specifications. The total estimated cost of the project is \$322,518.13, with up to \$300,000 of the project funded by IDOT's Surface Transportation Block Grant (STBG) program. The remaining portion will be funded by the City using General Obligation bonds. The IDOT will advertise for bids through their normal bid letting process.

This project involves the construction 3,176 lineal feet of and 10' wide PCC recreational trail along the south side of Lake Street from Central Avenue to Bid Woods Road. The project also includes grading for the trail, drainage pipes, ADA detectable warning panels, traffic control, restoration and related work.

The Engineering Division of the Public Works Department recommends approving the Plans, Specifications, and Estimate of Costs and Quantities for the Lake Street Trail Project.

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

PCC SIDEWALK/TRAIL  
 TAP-U-1185(655)--8I-07

LETTING DATE  
 3/15/2022

CITY OF CEDAR FALLS, IOWA

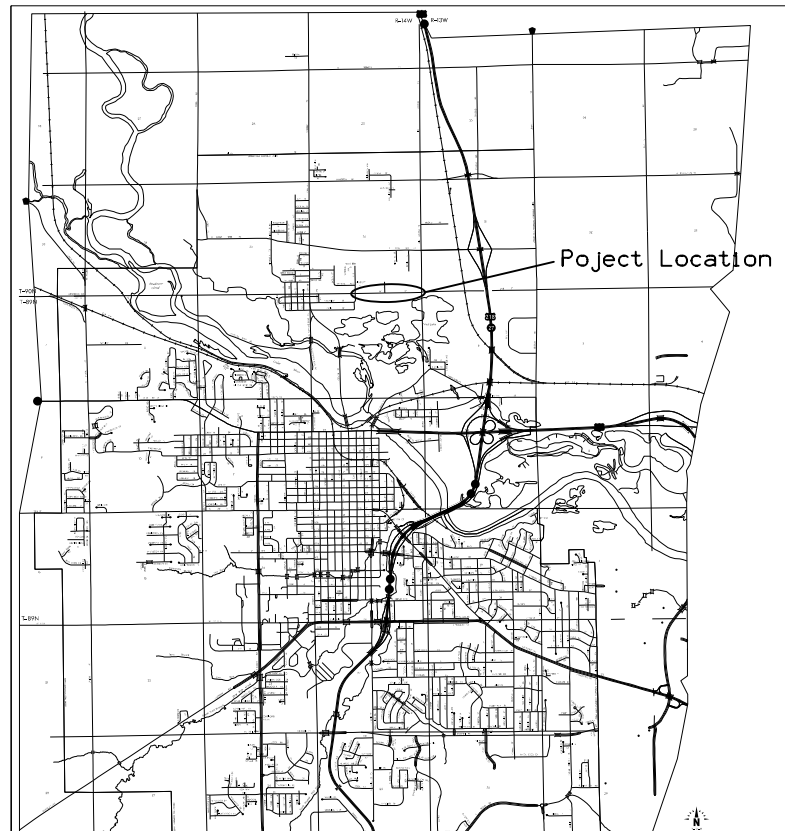


## Planning, Programming and Modal Division

# URBAN ROAD SYSTEM LAKE STREET PCC SIDEWALK/TRAIL

IN CEDAR FALLS FROM CENTRAL AVENUE TO BIG WOODS ROAD

SCALES: As Noted



Refer to the Proposal Form for list of applicable specifications.

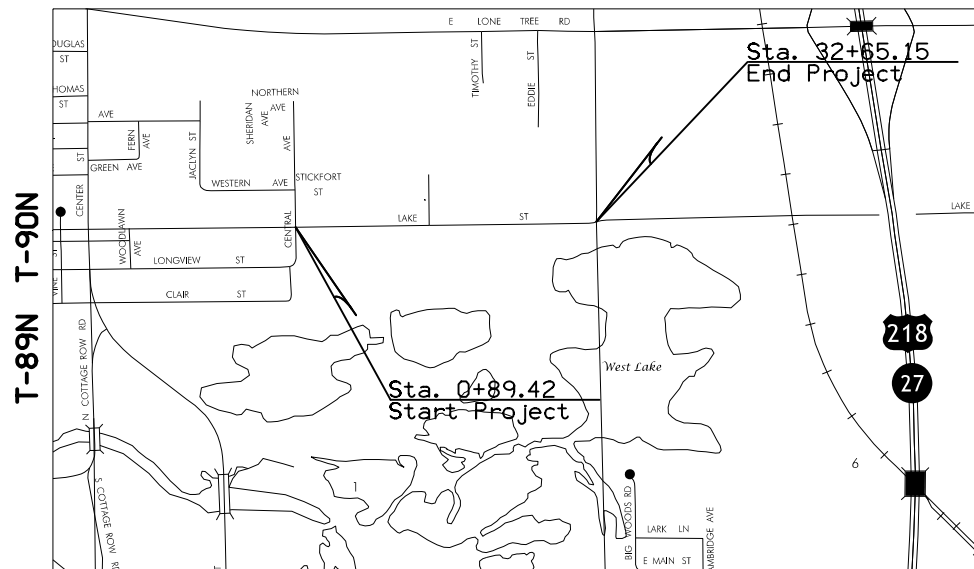
Refer to C.2 for Standard Road Plans which are include located at <https://iowadot.gov/design/standard-road-plans>.

Refer to City of Cedar Falls Supplemental Specifications

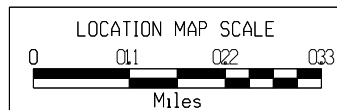
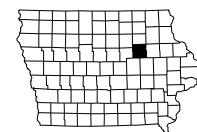
This project is covered by the Iowa Department of Natural Resources NPDES General Permit No. 2. The contractor shall carry out the terms and conditions of General Permit No. 2 and the storm water pollution prevention plan which is a part of these contract documents. Refer to the Standard Specifications for additional information.



MILEAGE SUMMARY			
			105-1 09-27-94
Div.	Location	Lin. Ft.	Miles
I	LAKE STREET STA. 0+89.42 TO STA. 32+65.15	3175.73	0.60
TOTAL LENGTH OF PROJECT		3175.73	0.60



R-14W R-13W



REVISIONS

PROJECT IDENTIFICATION NUM

Item 25.

PROJECT NUMBER

TAP-U-1185(655)--8I-07

R.O.W. PROJECT NUMBER

### INDEX OF SHEETS

No.	DESCRIPTION
<b>A Sheets</b>	<b>Title Sheets</b>
A.1	Title Sheet
<b>B Sheets</b>	<b>Typical Cross Sections and Details</b>
B.1 - 2	Typical Cross Sections and Details
<b>C Sheets</b>	<b>Quantities and General Information</b>
C.1	Project Description
C.1	Estimated Project Quantities
C.1 - 3	Estimate Reference Information
C.3	Standard Road Plans
C.3	Index of Tabulations
C.4 - 6	Tabulations
<b>D Sheets</b>	<b>Mainline Plan and Profile Sheets</b>
D.1	Plan & Profile Legend & Symbol Information Sheet
D.2 - 5	Lake Street Trail Plan and Profile Sheets
<b>G Sheets</b>	<b>Survey Sheets</b>
G.1	Survey Information and Vertical Control
G.1	Horizontal Control Tab. & Super for all Alignments
G.1	Benchmarks
<b>J Sheets</b>	<b>Traffic Control and Staging Sheets</b>
J.1	Staging Plan and Notes
<b>RC Sheets</b>	<b>Erosion Control Quantities</b>
RC.1 - 2	Tabulations and Quantities
<b>RR Sheets</b>	<b>Erosion Control Plan Sheets</b>
RR.1 - 2	Plan Sheets
<b>S Sheets</b>	<b>Sidewalk Sheets</b>
S.1 - 2	Sidewalk Plan Sheets
<b>T Sheets</b>	<b>Earthwork Quantity Sheets</b>
T.1 - 3	Tabulation of Template Quantities and Adjustments
<b>W Sheets</b>	<b>Mainline Cross Sections</b>
W.1 - 8	Lake Street Trail Cross Sections



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

*Michael Degen* 12-14-2021  
Signature Date

MICHAEL DEGEN  
Printed or Typed Name

My license renewal date is December 31, 2022

Pages or sheets covered by this seal: A.1, B.1-B.2, C.1-C.6, D.1-D.5, G.1, J.1, RC.1-RC.2, RR.1-RR.2, S.1-S.2, T.1-T.3, W.1-W.8

FILE NO.

ENGLISH

DESIGN TEAM

AECOM

BLACK HAWK COUNTY

COUNTY

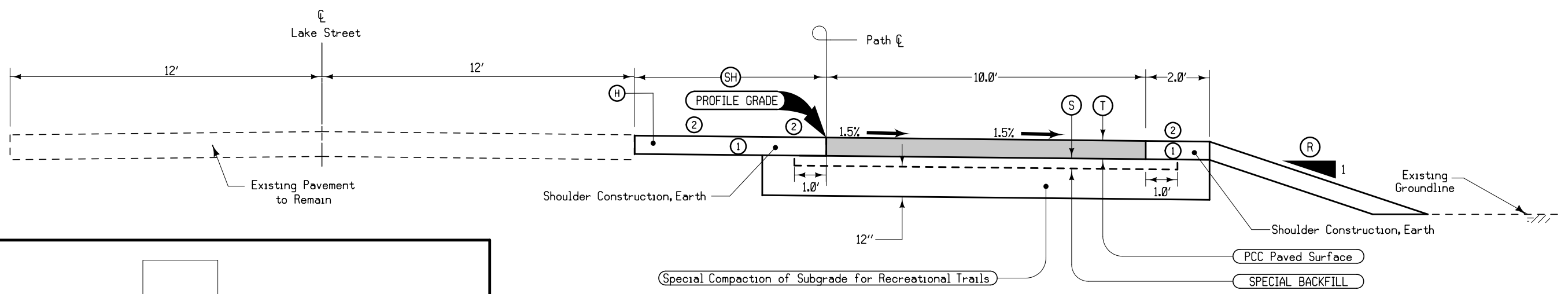
PROJECT NUMBER

TAP-U-1185(655)--8I-07

SHEET NUMBER

A.1

324

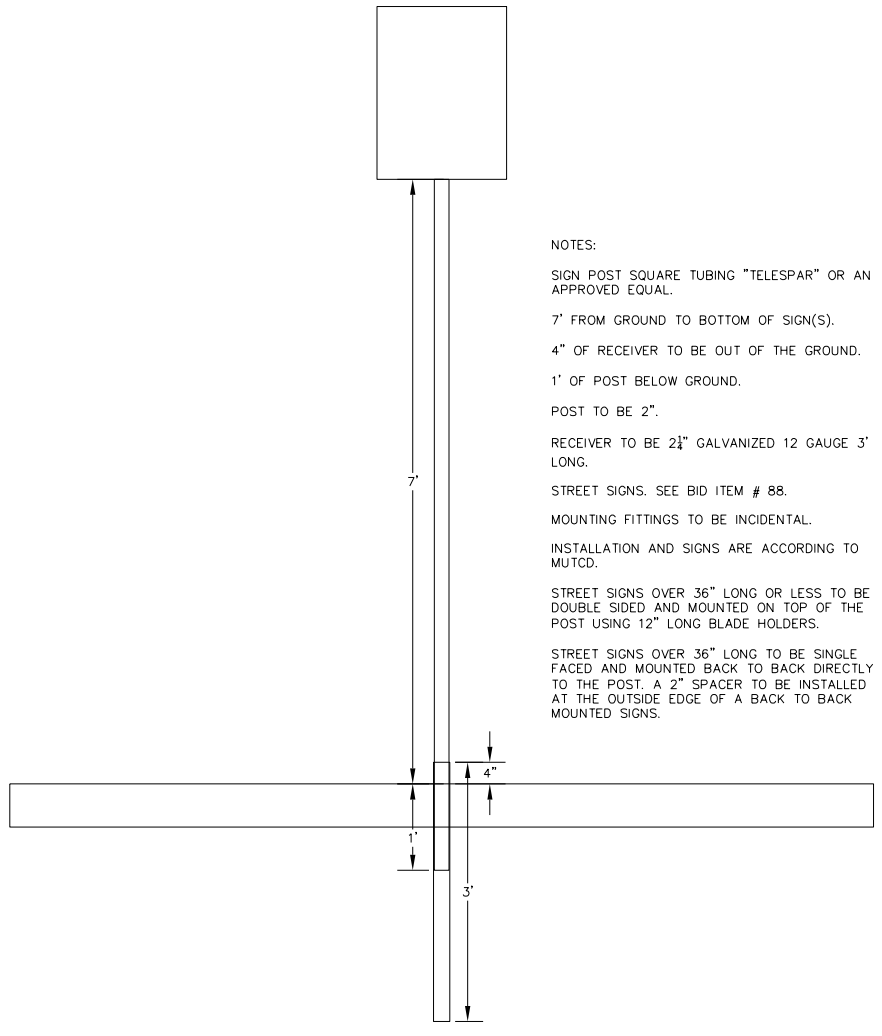


STATION TO STATION		PAVEMENT TYPE PCC, HMA, or option	(T) Inches	(S) Inches	(SH) Feet	(R) Feet	(H) Shoulder Material
00+89.42	14+50.00	PCC	6"	4"	5.0	2	6" Topsoil
14+50.00	15+00.00	PCC	6"	4"	5.0	2-3	6" Topsoil
15+00.00	21+50.00	PCC	6"	4"	5.0	3	6" Topsoil
21+50.00	22+50.00	PCC	6"	4"	5.0-2.0	3-2	6" Topsoil
22+50.00	26+00.00	PCC	6"	4"	2.0	2	6" Granular
26+00.00	27+00.00	PCC	6"	4"	2.0-5.0	2-3	6" Topsoil
27+00.00	32+65.15	PCC	6"	4"	5.0	3	6" Topsoil

Notes:  
Bid item is "Recreational Trail".  
① Earth Shoulder Construction.  
② Slope shall not be steeper than 6:1.

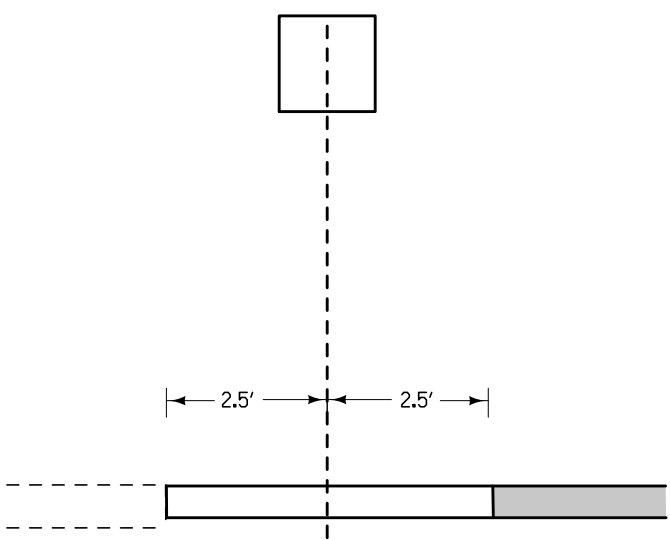
**TYPICAL CROSS SECTION  
SHARED USE PATH  
PAVED SURFACE**

NOTES:  
SIGN POST SQUARE TUBING "TELESPAR" OR AN APPROVED EQUAL.  
7" FROM GROUND TO BOTTOM OF SIGN(S).  
4" OF RECEIVER TO BE OUT OF THE GROUND.  
1' OF POST BELOW GROUND.  
POST TO BE 2".  
RECEIVER TO BE 2 1/2" GALVANIZED 12 GAUGE 3' LONG.  
STREET SIGNS. SEE BID ITEM # 88.  
MOUNTING FITTINGS TO BE INCIDENTAL.  
INSTALLATION AND SIGNS ARE ACCORDING TO MUTCD.  
STREET SIGNS OVER 36" LONG OR LESS TO BE DOUBLE SIDED AND MOUNTED ON TOP OF THE POST USING 12" LONG BLADE HOLDERS.  
STREET SIGNS OVER 36" LONG TO BE SINGLE FACED AND MOUNTED BACK TO BACK DIRECTLY TO THE POST. A 2" SPACER TO BE INSTALLED AT THE OUTSIDE EDGE OF A BACK TO BACK MOUNTED SIGNS.

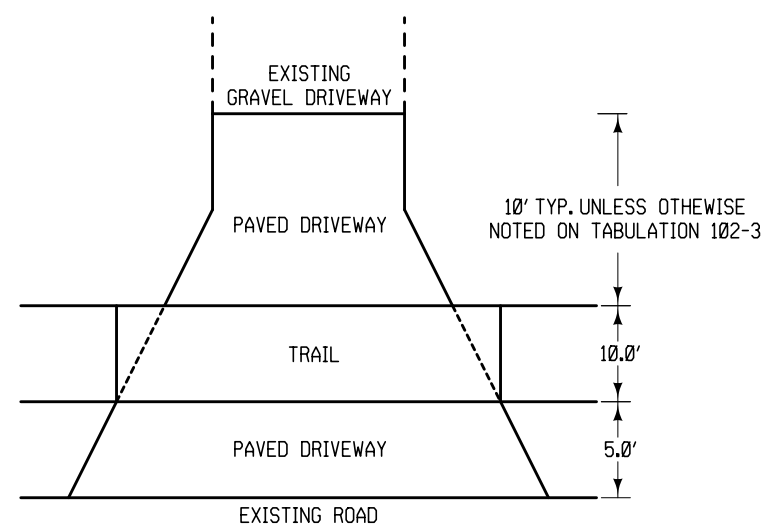


SIGN AND POST  
DETAIL

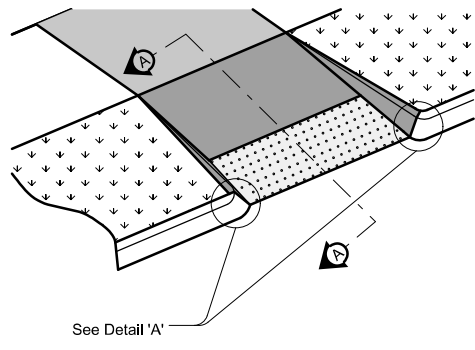
**CITY OF CEDAR FALLS  
STANDARD DETAIL  
CFD.05**



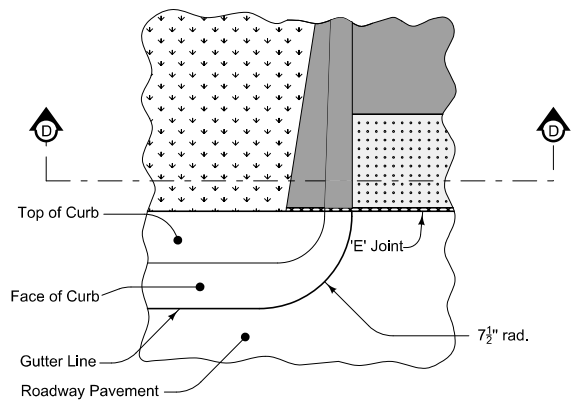
SIGN PLACEMENT BETWEEN  
ROAD AND TRAIL



DRIVEWAY CROSSING TRAIL  
SEE MI-210 FOR ADDITIONAL DRIVEWAY DETAILS



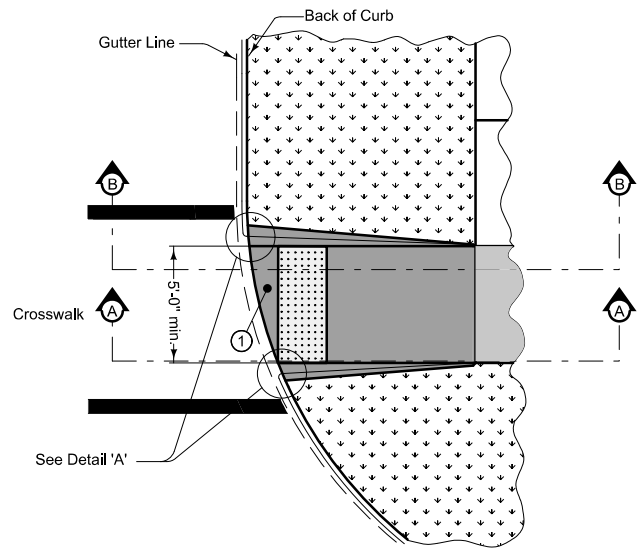
**CURB RAMP PERPENDICULAR TO CURB**



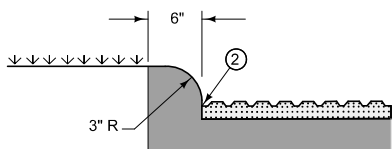
**DETAIL 'A'**

**LEGEND**

- Ramp
- Landing
- Detectable Warnings
- Vegetation



**CURB RAMP NOT PERPENDICULAR TO CURB**

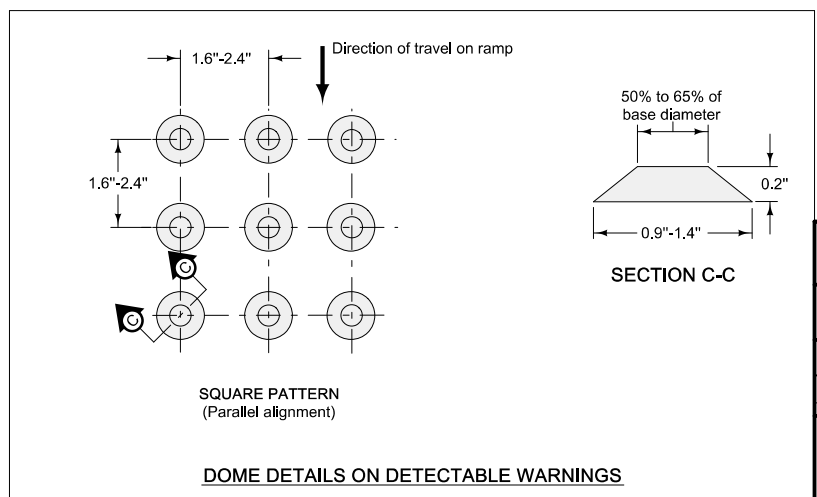


**SECTION D-D**

- ① Unless curb ramp is aligned perpendicular to the street radius, provide an area of special shaping at the bottom of the ramp. This area allows the grade break at the bottom of the ramp to be perpendicular to the ramp and provides a smooth transition to gutterline for wheelchair access.
- ② Use vertical curb adjacent to ramp unless flares are specified in the project plans. Install Detectable Warnings so that no gap is left between warning panel and base of curb.

Possible Contract Items:  
 Detectable Warnings  
 Sidewalk, P.C. Concrete, 6 in.  
 Sidewalk, P.C. Concrete, 4 in.  
 Removal of Sidewalk

Possible Tabulation:  
 113-1



**SQUARE PATTERN (Parallel alignment)**

**DOME DETAILS ON DETECTABLE WARNINGS**

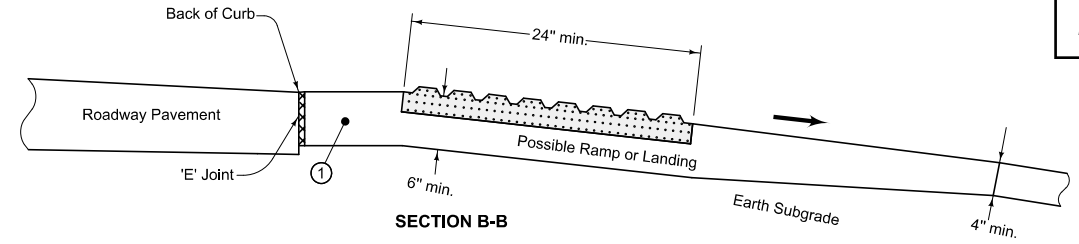
**MODIFIED STANDARD ROAD PLAN**

REVISION	6	10-20-15
<b>MI-220</b>		
SHEET 1 of 3		

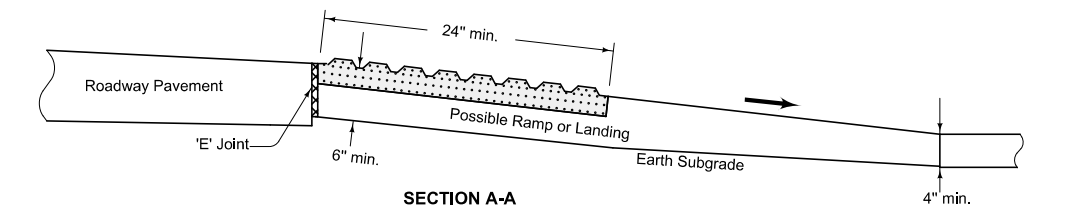
MODIFICATIONS: Moved Items to fit on page.

APPROVED BY DESIGN METHODS ENGINEER

**DETECTABLE WARNINGS AND PEDESTRIAN RAMP**

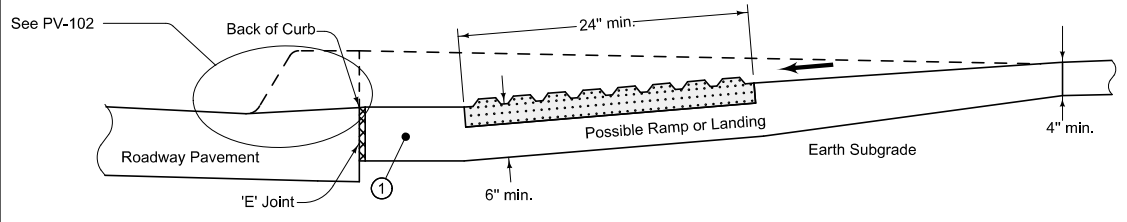


**SECTION B-B**

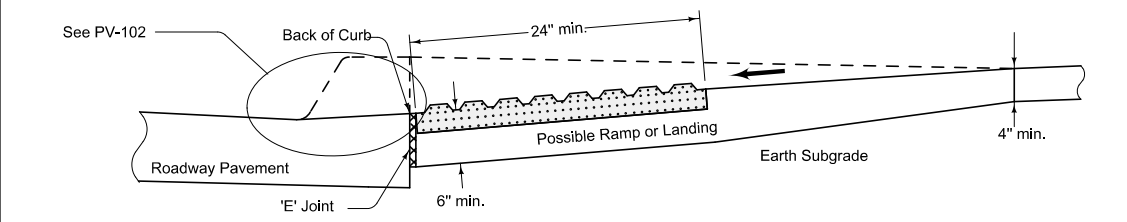


**SECTION A-A**

**TYPICAL INSTALLATION DETECTABLE WARNING WITH NON CURBED ROADWAY**



**SECTION B-B**



**SECTION A-A**

**TYPICAL INSTALLATION DETECTABLE WARNING WITH CURBED ROADWAY**

**LEGEND**

- Ramp
- Landing
- Detectable Warnings
- Vegetation

- ① Unless curb ramp is aligned perpendicular to the street radius, provide an area of special shaping at the bottom of the ramp. This area allows the grade break at the bottom of the ramp to be perpendicular to the ramp and provides a smooth transition to gutterline for wheelchair access.

**MODIFIED STANDARD ROAD PLAN**

REVISION	6	10-20-15
<b>MI-220</b>		
SHEET 2 of 3		

MODIFICATIONS: Moved Items to fit on page.

APPROVED BY DESIGN METHODS ENGINEER

**DETECTABLE WARNINGS AND PEDESTRIAN RAMP**

100-1D 10-18-05
<b>PROJECT DESCRIPTION</b>
This project consists of construction of a shared-use path along Lake Street from Central Avenue to the Big Woods Road. The path is designed as a 10' wide, 6" thick PCC concrete section.

100-1A 07-15-97					
<b>ESTIMATED PROJECT QUANTITIES (1 DIVISION PROJECT)</b>					
Item No.	Item Code	Item	Unit	Total	As Built Qty.
1	2101-0850002	CLEARING AND GRUBBING	UNIT	28	
2	2102-0425070	SPECIAL BACKFILL	TON	1379	
3	2102-2710070	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	1044	
4	2102-2710090	EXCAVATION, CLASS 10, WASTE	CY	47	
5	2105-8425005	TOPSOIL, FURNISH AND SPREAD	CY	180	
6	2105-8425015	TOPSOIL, STRIP, SALVAGE AND SPREAD	CY	567	
7	2121-7425010	GRANULAR SHOULDERS, TYPE A	TON	7	
8	2123-7450020	SHOULDER FINISHING, EARTH	STA	63	
9	2401-6750001	REMOVALS, AS PER PLAN	LS	1	
10	2503-0200036	REMOVE STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN.	LF	40	
11	2510-6745850	REMOVAL OF PAVEMENT	SY	1.6	
12	2511-0302600	RECREATIONAL TRAIL, PORTLAND CEMENT CONCRETE, 6 IN.	SY	3344.2	
13	2511-0310100	SPECIAL COMPACTION OF SUBGRADE FOR RECREATIONAL TRAIL	STA	31.5	
14	2511-6745900	REMOVAL OF SIDEWALK	SY	32.8	
15	2511-7528101	DETECTABLE WARNINGS	SF	82	
16	2515-2475006	DRIVEWAY, P.C. CONCRETE, 6 IN.	SY	350.7	
17	2515-6745600	REMOVAL OF PAVED DRIVEWAY	SY	92.6	
18	2524-6765010	REMOVE AND REINSTALL SIGN AS PER PLAN	EACH	4	
19	2524-9276010	PERFORATED SQUARE STEEL TUBE POSTS	LF	28	
20	2524-9276021	PERFORATED SQUARE STEEL TUBE POST ANCHOR, BREAK-AWAY SOIL INSTALLATION	EACH	4	
21	2526-8285000	CONSTRUCTION SURVEY	LS	1	
22	2528-2518000	SAFETY CLOSURE	EACH	10	
23	2528-8445110	TRAFFIC CONTROL	LS	1	
24	2528-8445113	FLAGGERS	EACH	5	
25	2533-4980005	MOBILIZATION	LS	1	
26	2601-2634150	MULCHING, WOOD CELLULOSE FIBER	ACRE	0.7	
27	2601-2636044	SEEDING AND FERTILIZING (URBAN)	ACRE	0.7	
28	2601-2642120	STABILIZING CROP - SEEDING AND FERTILIZING (URBAN)	ACRE	0.7	
29	2602-0000312	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 12 IN. DIA.	LF	3020	
30	2602-0000351	REMOVAL OF PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE	LF	3020	
31	2602-0010010	MOBILIZATIONS, EROSION CONTROL	EACH	1	
32	2602-0010020	MOBILIZATIONS, EMERGENCY EROSION CONTROL	EACH	1	

100-1A 10-18-05		
<b>ESTIMATE REFERENCE INFORMATION</b>		
Item No.	Item Code	Description
1	2101-0850002	CLEARING AND GRUBBING Item is for Clearing and Grubbing of brush. See D-Sheets and Tabulation 110-17 for additional information. "All wood material generated as a result of Clearing and Grubbing must be disposed of according to Iowa Department of Agriculture and Land Stewardship Emerald Ash Borer Quarantine Order. For more information see www.iowatreepests.com."
-	-	-
2	2102-0425070	SPECIAL BACKFILL Item is for the special backfill under the paved surface of the shared-use path and driveways. See B-Sheet for details.
-	-	-
3	2102-2710070	EXCAVATION, CLASS 10, ROADWAY AND BORROW Contract unit price per CY of Class 10, shall be full compensation for all excavation, placement, hauling material and borrow material to the final design grade. Overhaul and disposal of waste will not be paid for separately for this project, but will be considered incidental to the price bid for this item. See Tabulation 107-28 in the T-Sheets. For the fill required on this project, a 30% shrink value is used.
-	-	-
4	2102-2710090	EXCAVATION, CLASS 10, WASTE All waste must be removed from the project site. Contractor is notified that the excavation area is anticipated to be excessively wet and specialized equipment, blocking or mats may be required to complete the work as shown on the plans. Overhaul will not be measured or paid for, but shall be considered incidental to excavation on this project.
-	-	-
5	2105-8425005	TOPSOIL, FURNISH AND SPREAD Item is for the provision of furnished topsoil, as needed, for the restoration of the yards of residents along Lake Street, where driveway and shared-use path construction is taking place. Engineer shall approve quantity and locations where furnished topsoil may be placed. The Engineer will approve the source of off-site topsoil. Measurement will be in cubic yards for furnishing, excavating, hauling, and incorporating the material. Payment will be at the unit price per cubic yard. Topsoil is to be free from hard clods, rocks, and other debris larger than 1/2 inch in diameter. Refer to the T Sheets for details.
-	-	-
6	2105-8425015	TOPSOIL, STRIP, SALVAGE AND SPREAD Item is for the provision of a uniform 6-inch finished thickness of topsoil on all areas shown in the typical cross sections. Surface soils from ditch bottoms, drained ponds, and eroded areas, or soils that are supporting growth of noxious weeds or other undesirable vegetation, will not be accepted. Item is calculated by taking the seeding area and multiplying by 6". Measurement will be in cubic yards for stripping, salvaging, and spreading the material. Payment will be made at the unit price per cubic yard. Refer to the T Sheets for details.
-	-	-
7	2121-7425010	GRANULAR SHOULDERS, TYPE A Item is for granular shoulder when distance between existing road and trail is 2' or less. Refer to B-sheets for more information.
-	-	-
8	2123-7450020	SHOULDER FINISHING, EARTH Item is for the earthwork along the shoulder of the shared-use path. See the B-Sheets for details. Volume of earth shoulder is included in the Class 10 Excavation quantity.
-	-	-
9	2401-6750001	REMOVALS, AS PER PLAN Includes all work for removal and relocation of concrete barriers to outside the ROW as shown in the D-Sheets. Removal of scheduled items shall be in accordance with Section 2401, of the Standard Specifications. Any damage to material not to be removed shall be the responsibility of the Contractor and repaired at no extra cost to the state. Item is plan quantity bid item and will not be measured. Payment will be based on percent complete of removals as per plan.
-	-	-
10	2503-0200036	REMOVE STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN. Item is for the removal of CMP pipe. See Tabulation 110-14 for locations and details.
-	-	-
11	2510-6745850	REMOVAL OF PAVEMENT Item is for the removal of approx. 6 IN HMA roadway at the tie in connections of the trail to Lake St and Central Ave. Removal is to extend 1 LF past the edge of roadway and be the width of the ADA ramp. Saw cutting is incidental to this bid item.
-	-	-
12	2511-0302600	RECREATIONAL TRAIL, PORTLAND CEMENT CONCRETE, 6 IN. Item is for construction of the shared-use path. Certified plant inspection, (Section 2521 of the Specifications), is required for this item. Refer to Tabulation 113-1, the D-Sheets and the S-Sheets for locations and details. See traffic control plan for pedestrian staging or closings.
-	-	-
13	2511-0310100	SPECIAL COMPACTION OF SUBGRADE FOR RECREATIONAL TRAIL Item is for subgrade compaction to prepare for construction of the shared-use path. Refer to the B-Sheets for locations and details. See traffic control plan for pedestrian staging or closings.
-	-	-
14	2511-6745900	REMOVAL OF SIDEWALK Refer to Tabulation 110-5. Includes 28 lin. ft. of full depth saw cut. Sidewalk is approx. 6 IN HMA. See traffic control plan for pedestrian staging or closings.
-	-	-
15	2511-7528101	DETECTABLE WARNINGS Refer to Tabulation 113-1 and the S-Sheets for locations and details. Cast Iron Detectable Warnings are to be used on this project.
-	-	-

**ESTIMATE REFERENCE INFORMATION**

Item No.	Item Code	Description
16	2515-2475006	DRIVEWAY, P.C. CONCRETE, 6 IN. Item are for the PCC pavement section of the proposed driveways. See Tabulation 102-3 and the D-Sheets for locations and details. Certified plant inspection, (Section 2521 of the Specifications), is required for this item. These items include Class 'M' Concrete for Recreational Trail paving as shown on Tabulation 102-3.
17	2515-6745600	REMOVAL OF PAVED DRIVEWAY Item is for the removal of existing driveway pavement. Includes 215 lin. ft. of full depth saw cut. Refer to Tabulation 110-8 and the D-Sheets for locations and details. Driveway is approx. 6 IN HMA.
18	2524-6765010	REMOVE AND REINSTALL SIGN AS PER PLAN See Tabulation 190-61, 190-62, 259-01 and the D-Sheets for locations and details. Holes remaining from the removal of posts shall be backfilled with suitable earth to the original level or to the natural ground surface in accordance with Article 2402.09 of the Standard Specifications. All posts shall become the property of the Contractor. Reinstall in designated locations. Any damage to signs shall be repaired at the Contractor's expense. Each sign/post combination removed/reinstalled will be measured and paid for at the contract unit price based on each sign assembly removed and reinstalled.
19-20	2524-9276010	PERFORATED SQUARE STEEL TUBE POSTS PERFORATED SQUARE STEEL TUBE POST ANCHOR, BREAK-AWAY SOIL INSTALLATION Item is for replacing posts of existing signs and installing new posts for new signs. See Tabulation 190-61 and the D-Sheets for locations and details.
21	2526-8285000	CONSTRUCTION SURVEY Refer to the Standard Specifications.
22	2528-2518000	SAFETY CLOSURE Refer to Tabulation 108-13A for locations and details.
23	2528-8445110	TRAFFIC CONTROL See notes on the J-Sheets for additional information regarding traffic control and staging.
24	2528-8445113	FLAGGERS Item is for the flaggers that may be needed for TC-213.
25	2533-4980005	MOBILIZATION See Specification 2533.
26	2601-2634150	MULCHING, WOOD CELLULOSE FIBER Item is for the placement of seed and mulch over all disturbed areas. See Iowa DOT Specification 2601. Item includes wood cellulose fiber mulching. Item is for hydroseeding of all disturbed areas. Use an application rate of 5 pounds per 1,000 square feet.
27	2601-2636044	SEEDING AND FERTILIZING (URBAN) Hydraulic seeding will be required.
28	2601-2642120	STABILIZING CROP - SEEDING AND FERTILIZING (URBAN) Following the completion of work in a temporary disturbed area, apply stabilizing crop-seeding and fertilizing and mulch. Mulching as part of this construction activity shall be paid for under the mulching item.
29-30	2602-0000312	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 12 IN. DIA. REMOVAL OF PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE Refer to Tabulation 100-19 on the RC-Sheets for locations and details. Place as needed to slow flow of water and sediment from the project limits. Verify the specific locations with the Engineer prior to beginning placement.
31	2602-0010010	MOBILIZATIONS, EROSION CONTROL Refer to the Standard Specifications.
32	2602-0010020	MOBILIZATIONS, EMERGENCY EROSION CONTROL Refer to the Standard Specifications.
99	**	General Notes
1	**	PROJECT SCHEDULE - THE CONTRACTOR SHALL PREPARE A DETAILED SCHEDULE OF WORK, WHICH SHALL BE SUBMITTED AT THE PRECONSTRUCTION CONFERENCE. THE SCHEDULE SHALL SHOW ANTICIPATED EQUIPMENT AND MATERIAL DELIVERIES AND COMPLETION OF MAJOR TASKS IN THE PROJECT.
2	**	RIGHT-OF-WAY - THE CONTRACTOR SHALL RESTRICT THEIR OPERATIONS TO THE DESIGNATED EXISTING R.O.W. AREAS UNLESS PRIOR APPROVAL IS OBTAINED FROM THE ENGINEER IN WRITING.
3	**	ALL PROPERTY OWNERS WHO HAVE DRIVEWAYS WHICH ENTER UPON A STREET THAT IS TO BE RECONSTRUCTED SHALL BE NOTIFIED BY THE CONTRACTOR 48 HOURS PRIOR TO ANY WORK BEING DONE.
4	**	THIS DESIGN ASSUMES TEMPORARY STOCKPILING OF MATERIALS CAN BE ACCOMPLISHED WITHIN THE RIGHT-OF-WAY PROVIDED FOR THIS IMPROVEMENT. NO EASEMENTS HAVE BEEN PROVIDED. THE CONTRACTOR MAY ELECT TO PROCURE STOCKPILE EASEMENTS OUTSIDE THE RIGHT-OF-WAY CORRIDOR AT THEIR OWN EXPENSE TO FACILITATE THE CONSTRUCTION STAGING SEQUENCE.

**ESTIMATE REFERENCE INFORMATION**

Item No.	Item Code	Description
5	**	IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY (UNLESS DESIGNATED BY THE ENGINEER) TO PROVIDE WASTE AREAS OR DISPOSAL SITES FOR EXCESS MATERIAL WHICH IS NOT DESIRABLE TO BE INCORPORATED IN THE WORK INVOLVED ON THIS PROJECT (EXCAVATION, BROKEN CONCRETE, CMP OR RCP). NO PAYMENT FOR OVERHAUL WILL BE ALLOWED BY THE ENGINEER. OVERHAUL WILL NOT BE MEASURED OR PAID FOR BUT SHALL BE CONSIDERED INCIDENTAL TO ROADWAY EXCAVATION ON THIS PROJECT.
6	**	UNLESS OTHERWISE DIRECTED OR AUTHORIZED, ALL ASPHALTIC CEMENT CONCRETE AND OTHER BITUMINOUS MATERIALS, WHICH ARE NOT SPECIFICALLY ADDRESSED OR DESCRIBED IN THE PLANS, SHALL BECOME THE PROPERTY OF THE CONTRACTOR. THIS INCLUDES ALL PAVEMENT, ASPHALT PATCHES, SIDEWALKS, DRIVEWAYS REMOVED DURING PAVEMENT REMOVAL, TEMPORARY DRIVES, AND ASPHALT MILLINGS. THE CONTRACTOR IN ACCORDANCE WITH CURRENT RULES AND REGULATIONS OF THE IOWA DEPARTMENT OF NATURAL RESOURCES MAY: 1. REMOVE THE MATERIAL FROM THE PROJECT AND STOCKPILE FOR THE CONTRACTOR'S FUTURE USE. 2. DISPOSE OF IN A LICENSED LANDFILL.
7	**	CONTRACTOR SHALL MAINTAIN SERVICE CONNECTIONS DURING CONSTRUCTION.
8	**	CONTRACTOR SHALL USE TESTING EQUIPMENT AND PROCEDURES THAT ARE ACCEPTABLE TO THE ENGINEER.
9	**	COMPACTION OF BACKFILL IN ALL TRENCHES AND EXCAVATIONS SHALL BE TO 95% STANDARD PROCTOR DENSITY.
10	**	CONTRACTOR SHALL NOT USE ANY PROPERTY OWNER'S WATER OR ELECTRICITY.
11	**	CONTRACTOR IS RESPONSIBLE FOR MAKING SURE THAT TRUCKS TRAVELING TO AND FROM THE PROJECT SITE ARE IN GOOD WORKING ORDER AND DO NOT DROP MATERIAL ONTO THE STREET. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT ALL STREETS ADJACENT TO THE PROJECT ARE CLEAN AND FREE OF MUD AND DEBRIS GENERATED FROM THE PROJECT. THIS INCLUDES CLEANING OF THE STREETS AT THE END OF EACH DAY'S WORK AND BEFORE AN ANTICIPATED RAIN EVENT, TO PREVENT MUD AND DEBRIS FROM ENTERING THE STORM SEWER SYSTEM.
12	**	THE CONTRACTOR SHALL APPLY NECESSARY MOISTURE TO THE CONSTRUCTION AREA AND HAUL ROADS AT THE DIRECTION OF THE ENGINEER TO PREVENT THE SPREAD OF DUST.
13	**	PEDESTRIAN CURB DROPS ARE TO BE CONSTRUCTED IN CURBS AT ALL LOCATIONS AS SHOWN IN THE SIDEWALK TABULATION ON THE PROJECT PLANS.
14	**	COARSE AGGREGATE FOR ALL P.C. CONCRETE SHALL BE CLASS 3 DURABILITY.
15	**	ALL CONTRACTORS SHALL USE CAUTION WHEN WORKING OVER AND AROUND ALL TILE LINES. BREAKS IN THE TILE LINE DUE TO THE CONTRACTOR'S CARELESSNESS SHALL BE REPLACED AT THEIR EXPENSE WITHOUT COST TO THE CONTRACTING AUTHORITY. ANY TILE LINES BROKEN OR DISTURBED BY OUR CUT LINES WILL BE REPLACED AS DIRECTED BY THE ENGINEER IN CHARGE OF CONSTRUCTION AND AT THE CONTRACTING AUTHORITY'S EXPENSE.
16	**	UTILITIES - THE LOCATION OF ALL EXISTING UTILITIES INDICATED ON THE PLANS ARE TAKEN FROM CURRENT RECORDS AND/OR FIELD SURVEYS. HOWEVER, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONFIRM THE EXACT LOCATIONS AND ELEVATIONS OF ALL UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE RESPECTIVE UTILITY COMPANIES OF THE COMMENCEMENT OF WORK ON THE PROJECT AND TO COORDINATE NECESSARY ADJUSTMENTS. THE CONTRACTOR SHALL EXPOSE THOSE UTILITIES AND SEWERS AS DIRECTED IN THE FIELD BY THE ENGINEER PRIOR TO BEGINNING CONSTRUCTION SO THAT EXACT LOCATIONS AND ELEVATIONS MAY BE DETERMINED. NO DIRECT PAYMENT SHALL BE MADE FOR THIS WORK AND IT SHALL BE CONSIDERED INCIDENTAL TO OTHER APPLICABLE WORK.
17	**	PRIOR TO OPENING AN EXCAVATION, EFFORT SHALL BE MADE TO DETERMINE WHETHER UNDERGROUND INSTALLATIONS, I.E., SEWER, WATER, FUEL, ELECTRIC LINES, ETC., WILL BE ENCOUNTERED AND, IF SO, WHERE SUCH UNDERGROUND INSTALLATIONS ARE LOCATED. WHEN THE EXCAVATION APPROACHES THE APPROXIMATE LOCATIONS OF SUCH AN INSTALLATION, CAREFUL PROBING OR HAND DIGGING SHALL DETERMINE THE EXACT LOCATIONS, AND WHEN IT IS UNCOVERED, ADEQUATE PROTECTION SHALL BE PROVIDED FOR THE EXISTING INSTALLATION. ALL KNOWN OWNERS OF UNDERGROUND FACILITIES IN THE AREA CONCERNED SHALL BE ADVISED OF PROPOSED WORK AT LEAST 48 HOURS PRIOR TO THE START OF ACTUAL EXCAVATION.
18	**	PART VI OF THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD) 2009, SHALL APPLY. THE CONTRACTOR SHALL FURNISH ALL NECESSARY TRAFFIC CONTROL DEVICES AND THE COST SHALL BE INCIDENTAL TO THE TRAFFIC CONTROL ITEM ON THIS PROJECT. ALL BARRICADES AND TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE MOST CURRENT "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" AND LATEST SUPPLEMENTALS TO THE STANDARD SPECIFICATIONS.



**ESTIMATE REFERENCE INFORMATION**

Item No.	Item Code	Description
19	**	ORANGE MESH SAFETY FENCE SHALL MEET THE REQUIREMENTS OF SECTION 2518.02 AND SECTION 4188.03 OF THE I.D.O.T. SPECIFICATIONS.
-	-	-
20	**	EXISTING STREET SIGNS AND TRAFFIC SIGNS ARE TO BE REMOVED BY THE CONTRACTOR AND DELIVERED TO CEDAR FALLS TRANSFER STATION AT 16TH STREET AND STATE STREET. PRIVATE SIGNS SHALL BE REMOVED, STORED AND INSTALLED BY THE CONTRACTOR. ANY SIGNS DAMAGED WILL BE REPLACED AT CONTRACTOR'S EXPENSE.
-	-	-
21	**	IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN EXISTING STORM AND SANITARY SEWER SYSTEMS IN AN OPEN AND FUNCTIONING CONDITION DURING ALL PHASES OF CONSTRUCTION. COSTS ASSOCIATED WITH MAINTAINING EXISTING SYSTEMS INCLUDING CLEANING, REMOVING DEBRIS AND REPAIRS RESULTING FROM THE CONTRACTOR'S OPERATIONS WILL BE THE CONTRACTOR'S RESPONSIBILITY. MATERIAL STOCKPILES SHALL NOT BLOCK DRAINAGE FLOW.
-	-	-
22	**	LOCATIONS OF EXISTING SANITARY SEWER IS BASED ON BEST AVAILABLE CITY RECORDS. CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL SANITARY LINES AND SERVICES. ANY DAMAGES TO SANITARY LINES ARE TO BE REPLACED AT CONTRACTOR'S EXPENSE.
-	-	-
23	**	SUBMIT PAVEMENT MIX DESIGN FOR ENGINEER APPROVAL.
-	-	-
24	**	THE CONTRACTOR SHALL BE IN COMPLIANCE WITH THE POLLUTION PREVENTION PLAN AS OUTLINED IN THE PROJECT PLANS.
-	-	-
25	**	CONTRACTOR SHALL PROVIDE A PORTABLE TOILET AT EACH LOCATION.
-	-	-

**INDEX OF TABULATIONS**

Tabulation	Tabulation Title	Sheet No.
<b>C Sheets</b>		
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100-1D	PROJECT DESCRIPTION	C.1
100-4A	ESTIMATE REFERENCE INFORMATION	C.1 - C.3
102-3	ACCESS POINTS AND SAFETY RAMPS	C.5
105-4	STANDARD ROAD PLANS	C.3
108-13A	SAFETY CLOSURES	C.4
110-5	SIDEWALK REMOVAL	C.4
110-8	REMOVAL OF CONCRETE DRIVES	C.4
110-14	SANITARY OR STORM SEWER ABANDONMENT OR REMOVAL	C.4
110-17	CLEARING AND GRUBBING	C.4
111-25	INDEX OF TABULATIONS	C.3
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190-61	EXISTING SIGNS TO BE REINSTALLED	C.5
190-62	EXISTING SIGNS TO BE REMOVED	C.5
<b>RC Sheets</b>		
100-19	PERIMETER, SLOPE AND DITCH CHECK SEDIMENT CONTROL DEVICES	RC.2
100-12	POLLUTION PREVENTION PLAN	RC.1 - RC.2

**STANDARD ROAD PLANS**

The following Standard Road Plans apply to construction work on this project.

EC-204	10-19-21	Perimeter and Slope Sediment Control Devices
EC-502	04-21-15	Seeding in Rural Areas
EW-101	10-17-17	Embankment and Rebuilding Embankments
MI-210	10-20-15	PCC Driveways and Alleys
MI-220	10-20-15	Detectable Warnings and Pedestrian Ramp
PV-101	04-21-20	Joints
SI-101	04-19-16	Locations - Type 'A' Signs
SI-131	10-18-16	Installation - Type 'A' Signs
TC-1	10-15-19	Work Not Affecting Traffic (Two-Lane or Multi-Lane)
TC-202	10-19-21	Work Within 15 ft of Traveled Way
TC-213	10-15-19	Lane Closure with Flaggers
TC-601	10-15-19	Pedestrian Detour

**CLEARING AND GRUBBING**

Location		Work and Material Type	Trees, Stumps, and Logs and Down Timber Material Diameters													All Other Materials		Estimated Quantities			Remarks
Station to Station or Ref. Loc. Sign to Ref. Loc. Sign or Description	Direction of Travel		3"-6"	>6"-9"	>9"-12"	>12"-15"	>15"-18"	>18"-24"	>24"-30"	>30"-36"	>36"-42"	>42"-48"	>48"-60"	>60"-72"	>72"	Length	Width	Units	Area	Herbicide Application	
			FT	FT	Units	Acres	Each														
13+36.00 to 17+21.00	EB	Brush - Clearing															390.0	6.0	19.0		
20+97.00 to 24+78.00	EB	Brush - Clearing															380.0	6.0	18.0		
25+09.00 to 27+13.00	EB	Brush - Clearing															210.0	6.0	10.0		
<b>Total:</b>																			28.0		

**113-1**  
MODIFIED

**SHARED USE PATH**  
See MI-220 and S Sheets

Road Identification	Station to Station	Side	(A) FT	(B) FT	(S) %	5" PCC SUP SY	6" PCC SUP SY	8" PCC SUP SY	Detectable Warnings SF	Remarks
Lake St Trail	+45.89 to +55.89	RT	0.00	10.00	Varies		11.1		20	
	+88.81 to 7+51.67	RT	5.00	10.00	Varies		736.5		34	
	7+93.30 to 17+13.44	RT	5.00	10.00	Varies		1022.4			
	17+85.32 to 21+50.00	RT	5.00	10.00	Varies		405.2			
	21+50.00 to 22+50.00	RT	Varies	10.00	Varies		111.1			
	22+50.00 to 26+00.00	RT	2.00	10.00	Varies		388.9			
	26+00.00 to 27+00.00	RT	Varies	10.00	Varies		111.1			
	27+00.00 to 29+08.71	RT	5.00	10.00	Varies		231.9			
	29+45.76 to 32+39.18	RT	5.00	10.00	Varies		326.0		28	
<b>TOTALS:</b>							3344.2		82	

**108-13A**  
08-01-08

**SAFETY CLOSURES**  
Refer to Section 2518 of the Standard Specifications

Station	Closure Type		Remarks
	Road Qty.	Hazard Qty.	
+88.81		1	Protect Construction Zone
7+70.00		2	Protect Construction Zone
17+50.00		2	Protect Construction Zone
25+00.00		1	Protect Wetland
29+25.00		2	Protect Construction Zone
32+30.00		2	Protect Construction Zone
<b>TOTAL</b>		<b>10</b>	

**110-8**  
08-01-08

**REMOVAL OF CONCRETE DRIVES**

Location	Area	Remarks
Station	Side	SY
7+71.00	RT	11.1
17+50.00	RT	14.8
29+27.33	RT	66.7
<b>Total:</b>		<b>92.6</b>

Remove 6" Asphalt Drive Wedge  
Remove 6" Asphalt Drive Wedge  
Remove 6" Asphalt Drive 5' LT to 15' RT

**110-5**  
10-20-15

**SIDEWALK REMOVAL**  
\* Not a bid item

Begin Station	End Station	Area	Saw Cut*	Remarks
		SY	LF	
32+30.44	32+41.79	32.8	28.0	Trail 6" Asphalt

**110-14**  
04-16-13

**SANITARY OR STORM SEWER ABANDONMENT OR REMOVAL**

\* Not a bid item

Location/Description	Sanitary or Storm Sewer	Abandonment, Plug Only or Abandonment, Plug and Fill or Removal	Length of Pipe		Fill Material*	Remarks
			≤ 36 inch diameter	> 36 inch diameter	Flowable Mortar or CLSM	
			LF	LF	CY	
18" CMP under drive at 29+25	Storm Sewer	Removal	40			

### ACCESS POINTS AND SAFETY RAMPS

Refer to Cross-Sections

Length of unclassified pipe calculated is based on using Reinforced Concrete Pipe.

- ① Refer to MI-210
- ② Refer to EW-501.
- ③ Refer to EW-501 or EW-502.

\*Predetermined for access point not constructed with this project.

Location		Type	Length of Opening ①			Pipe Culvert ③					Aprons	Driveway Surface Area		Driveway Surfacing Material	Remarks			
Station	Side	A, B, C, Safety Ramp, or Predetermined*	Case	1½" Dropped Curb	No Dropped Curb	W	PR ① ②	SR ②	H	Size		Pipe Length	Lt.			Rt.	HMA	PCC
			1 or 2	LF	LF	FT	FT	FT	FT	IN	LF	LF	LF	No.	SY	SY	TON	
7+71.00	RT		2		46.5	25.5									23.8			Class 'M', 6" PCC, North of Trail
															46.7			Class 'M', 6" PCC, Rec Trail
															19.0			Class 'M', 6" PCC, South of Trail
17+50.00	RT		2		77.0	52.0									41.3			End drive 6' south of trail
															79.7			6" PCC, North of Trail
															63.2			6" PCC, Rec Trail
																		6" PCC, South of Trail
29+27.00	RT		2		42.0	22.0									22.0			End drive 10' south of trail
															41.2			6" PCC, North of Trail
															13.8			6" PCC, Rec Trail
																		6" PCC, South of Trail
															Total:	350.7		End drive 10' south of trail

### EXISTING SIGNS TO BE REINSTALLED

SIGN DESCRIPTION	DIRECTION OF TRAVEL	LOCATION STATION	NUMBER OF POSTS	SQUARE TUBE STEEL POSTS	WOOD POSTS		INSTALLATION		SEE SIGNING NOTES
					4" x 4" LF	4" x 6" LF	TYPE	DIM 'X'	
R2-1 / R7-1	EB	2+17.0		1.0			1.0		
R2-1 / R7-1	EB	6+84.0		1.0			1.0		
W3-1 / R7-1	EB	26+60.0		1.0			1.0		
R1-1 / R1-3P	EB	31+55.3		1.0			1.0		
			Total:	4.0					

### EXISTING SIGNS TO BE REMOVED

SIGN NUMBER OR DESCRIPTION	LOCATION STATION	DIRECTION OF TRAVEL	TYPE 'A' SIGN ASSEMBLY	TYPE 'B' SIGN ASSEMBLY	REMOVE & REINSTALL EXISTING SIGNS		CONCRETE FOUNDATION	SUPPORT STRUCTURE & FOUNDATION	APPLICABLE SIGNING NOTES	REMARKS
					TYPE 'A'	TYPE 'B'				
			RA	RB	RR	RR	RF	RS		
			EACH	EACH	EACH	EACH	EACH	EACH		
R2-1 / R7-1	217	EB			1					
R2-1 / R7-1	684	EB			1					
W3-1 / R7-1	2660	EB			1					
R1-1 / R1-3P	3155.33	EB			1					
	Total:				4					

**SIGNING NOTES**

The following tolerances will be allowed on all signs:

Accumulation error of not greater than +/-0.50" per line of copy, not greater than +/-0.50" for spacing between lines of copy, and the margin between lines of copy and the inside edge of the sign border.

The following tolerances will be allowed on each letter or numeral:

nominal height	variation in height	variation in width
4" thru 12"	-1/8" to +3/8"	-1/4" to +1/4"
over 12"	-1/8" to +3/8"	-3/8" to +3/8"

Type B signs can be separated into two categories:

- Major Guide Signs.
- Minor Guide Signs.

Major Guide Signs include the advance and exit direction guide signs for an interchange or intersection.

Minor Guide Signs include all other guide signs such as NEXT EXIT signs, supplemental guide signs, logo signs, exit gore signs, post-interchange mileage signs, ramp destination signs, and ramp logo signs for an interchange, as well as destination signs along sideroads.

Type A signs are not separated into categories, but special consideration should be given to regulatory signs.

Do not remove Type B signs until replacement signs have been installed. If construction activities require the removal of a sign, the existing sign may be relocated to temporary posts, or a temporary plywood sign may be installed to replace the existing sign.

Existing non-regulatory Type A signs are NOT required to remain in place until installation of replacement signs. Existing regulatory Type A signs, particularly Stop signs, should not be removed until replacement signs are installed. This guideline may not apply if the traffic control plans have sufficient temporary signing.

Apply the following during the replacement or modification of signs:

- No more than one of the major guide signs for each direction of travel at an interchange out of service at any one time.
- No major guide sign out of service for more than 8 hours.
- No minor guide out of service for more than 24 hours.

Remove existing signs and posts within 24 hours following the installation of a new replacement sign.

In any case where the plans call for a new sign and posts to be installed at the same station location and offset as an existing sign, install the new posts at a minimum of either 5 ft ahead or behind the existing sign installation. Whenever posts for a replacement sign are erected directly in front of an existing sign, install the new replacement sign and remove the existing sign installation within 24 hours of the time that the new posts are erected.

Where signs are located behind guardrail, locate the near edge of the sign a minimum of 3 ft behind the guardrail posts. The Engineer may approve reducing this distance to a minimum of 1 ft where field conditions warrant.

Unless noted otherwise, leave auxiliary panels, such as exit number panels, in place or reattach to the sign using the existing mounting hardware. Also, when replacing an existing logo sign with a new logo sign, remove the business logo panel(s) from the existing sign and attach to the new sign as directed by the Engineer. Do not damage the auxiliary or logo panels when removing and reattaching them. This work is incidental to other work and no separate payment will be made.

**SIGNING NOTES**

The following notes apply to the corresponding sign installations shown on the plan sheets and listed in the tabulations.

- IB INSTALL NEW TYPE B SIGN
- IA INSTALL NEW TYPE A SIGN

Install new signs at the location identified in the plans.

For installation of new signs on existing posts:

- if the new sign is taller than the existing sign, furnish the necessary hardware to extend the sign above the posts. Refer to Standard Road Plan SI-132.
- if the new sign is shorter than the existing sign:
  - for wood posts and perforated square tube posts, install the sign at the proper height and cut off the excess post length.
  - for steel posts, install the sign at the top of the posts.

For installation of new signs on an existing sign support structure, refer to note (L).

Payment for installing Type A signs or Type B signs includes furnishing hardware for mounting, extending signs above existing posts, and cutting off wood posts.

- MS MODIFY EXISTING SIGN

Modify the copy on the existing sign as shown in the plans.

Deliver existing copy which is removed to a DOT storage area within 50 mi, as designated by the Engineer.

Install the new copy as needed to make sign modifications.

Payment for Modification of Existing Sign includes removal of existing copy and installation of new copy.

- MB INSTALL SPECIAL MOUNTING BRACKET

Install special mounting brackets at the locations identified in the plans. Refer to Tabulations 190-10, 190-51, and/or 190-65.

- PW INSTALL NEW WOOD POSTS
- PB INSTALL NEW BREAKAWAY STEEL POSTS AND FOOTING
- PP INSTALL NEW PERFORATED SQUARE TUBE POSTS AND ANCHORS

Install new wood posts, breakaway steel posts and footings, or perforated square tube posts and anchors at the locations indicated in the plans. Refer to Tabulations 190-51 and 190-50 for post size and footing information.

If note (RR) accompanies (PW), (PB), or (PP), install an existing sign on the new posts.

- RR REMOVE AND REINSTALL SIGN:

Do not remove existing major Type B guide signs on posts until the new posts are installed. Promptly remove sign and install at the new location.

Existing major Type B guide signs on overhead support structures, minor Type B guide signs, plywood signs, and Type A signs may be removed and stored. Transport the signs to a DOT storage area within 50 mi, as designated by the Engineer. Transport the signs back to the job site when ready for installation at the new location.

Replace signs damaged by the Contractor's activities at no additional cost to the Contracting Authority.

Payment for Remove and Reinstall Sign includes sign removal, delivery to the DOT storage area (if applicable), and reinstallation.

- RA REMOVE TYPE A SIGN ASSEMBLY
- RB REMOVE TYPE B SIGN ASSEMBLY

Type A Sign Assembly consists of one or more signs installed on one or more wood posts, either directly mounted to the post or mounted to the post with special sign mounting brackets.

**SIGNING NOTES**

Type B Sign Assembly consists of the main sign, all auxiliary signs and brackets, and the wood or steel posts.

Unless stated otherwise in the plans, remove all posts with the signs and brackets.

Remove each sign assembly identified in the plans. Sign posts removed become the property of the Contractor. All other materials removed remain the property of the DOT.

Disassemble each sign assembly removed before delivering to the DOT. For Type A sign assemblies, unbolt all signs, special mounting brackets, and posts from each other. For Type B assemblies, unbolt all extruded aluminum panels, brackets, and posts from each other. Do not damage the disassembled materials.

Place backfill in holes remaining from the removal of wood posts and restore to the normal surrounding conditions.

Deliver the removed signs, special sign mounting brackets, and extruded aluminum panels to a DOT storage area within 50 mi, as designated by the Engineer.

The concrete footings for steel posts are not considered part of the sign assembly. Refer to note RF for concrete footing removal.

Payment for Removal of Type A Sign Assembly or Removal of Type B Sign Assembly includes sign assembly removal and disassembly, post removal (if applicable), delivery to the DOT storage area, placing backfill in holes, and restoration of the surrounding conditions.

- RF REMOVE EXISTING CONCRETE FOOTING FOR STEEL POST

Remove existing concrete footings to a depth of 1 ft below ground. Place backfill in holes remaining from removal and restore to the normal surrounding conditions. This work is incidental to other work and no separate payment will be made.

- RS REMOVE EXISTING TYPE B SIGN SUPPORT STRUCTURE

The following are considered Type B Sign Support Structures:

- Overhead sign truss and foundation,
- Cantilevered sign truss and foundation, or
- Bridge mounted brackets.

For removal purposes, wood and steel post are not considered Type B Support Structures.

Unless stated otherwise in the plans, existing overhead trusses, cantilevered trusses, and bridge brackets which are removed become the property of the Contractor. If stated in the plans, deliver overhead trusses, cantilevered trusses, and bridge brackets to a DOT storage area within 50 mi, as designated by the Engineer.

Payment for Removal of Sign Support Structure and Foundation includes sign support structure removal, delivery to the DOT storage area (if applicable), and restoration of the surrounding conditions.

- L MODIFY SIGN SUPPORT ANGLES NEEDED TO INSTALL SIGNS ON EXISTING SIGN SUPPORTS STRUCTURES

Refer to the sign support structure details for information on the required angle brackets.

Provided all specifications are met, the existing sign support angles may be reused. Install existing sign support angles to be reused only on the sign support structure from which they were removed.

Sign support angles removed and not reused become the property of the Contractor.

When reusing the existing sign support angles with a shorter replacement sign, the sign support angles may need to be trimmed. Refer to the sign support details to determine if and where to trim the sign support angles.

Do not use existing fasteners. Use new stainless steel bolts and nuts to install the existing or new sign support angles to the sign support structure.

**SIGNING NOTES**

Removal of existing sign support angles is incidental to removal of the sign.

Reinstalling and/or modifying existing sign support angles; furnishing and installing new sign support angles (if required); and furnishing and installing new fasteners is incidental to work associated with Type B signs.

SIGN INSTALLATION QUALITY CONTROL NOTES

Post lengths have been derived from the proposed grading cross sections. Field verify post lengths.

Slight differences between the design template and the actual conditions should be expected. These variations should be resolved by doing some localized shaping and grading. Obtain material needed to meet the site requirements of SI-113 from the footing excavation and/or the area immediately adjacent to the footing. Ensure reshaping work does not substantially change foreslopes or the drainage in the vicinity of the sign.

Significant differences between the design template and the actual field conditions need to be resolved in this manner:

Survey the location and draw the actual template on the cross section. Recalculate each post length and compare to the maximum allowable leg length. If all of the maximum leg lengths are less than or equal to the maximum allowable leg length, then the proposed post design will be sufficient. If any leg is greater than the maximum allowable leg length, then submit the cross section with the actual template drawn (including offsets and elevation from the survey shown) to the Engineer. The Engineer may forward this information on to the design Engineer in order to complete a new post design.

Install the footings, stub posts, and posts according to the following tolerances:

- elevation difference from the edge of pavement to the bottom of the sign within 6 inches of the dimension shown.
- elevation difference of less than 2 inches between the top of the highest post and the lowest post at a site.

Footing construction is the controlling activity that substantially affects the quality of the site installation. Verify the elevation difference between the stubs is exactly the same as the elevation difference between the post lengths. If the Engineer requests, submit documentation detailing the site field shots in order to verify site installation.

### SURVEY SYMBOLS

	FHD Fire Hydrants		TLNR Tree Line Right
	TVP TV Pedestal		FW Wire Fence
	FLG Flag Poles		FWD Wood Fence
	BB Billboard		TDL Traffic Detection Loop
	SI Sign		HDG Hedge Row
	MM Mile Marker Post		D Centerline Draw or Stream (Down)
	INB Storm Sewer Beehive Intake		RET Retaining Walls
	TEV Evergreen Tree		
	TDC Tree Deciduous		
	TFR Tree Fruit		
	SHR Shrub		
	PPA Power Pole Co. 1		
	IN Storm Sewer Intake		
	MH Utility Access (Manhole)		
	TSG Traffic Signal		
	OUT Tile Outlet		
	TSL Traffic Signal and Luminaire		
	SL Speed Limit Sign		
	GP Guard Post (Less Than 4 Posts)		
	MIS Miscellaneous		
	TPD Telephone Pedestal		
	GV Gas Valve		
	EB Electrical Box		
	UB Utility Box		
	WV Water Valve		
	PR Electric Riser Pole		
	LUM Luminaire		
	CUL Culvert		
	LIN Miscellaneous Line		
	TIL Tile Line		
	GDL Guard Rail Steel		
	ROC Rock Outcropping		
	BLD Building or Foundation		
	CON Concrete or A/C Slab		
	CU Back of Curb		
	GU Gutter In Front of Curb		
	ENP Edge Paved Entrance & Park Lot		
	SWK Sidewalk		
	EP Edge of Paved Roads (ML or SR)		
	ENT Centerline BL of Entrance		
	SH Paved Shoulder		
	SNP Unpaved Shoulder		
	DU Centerline Draw or Stream (Up)		
	BNK Stream Bank		
	EG Edge of Gravel Road		
	RIP Rip-Rap		
	DIK Centerline of Dike or Dam		
	TLNL Tree Line Left		

### UTILITY LEGEND

	WLC Underground Water Line - Cedar Falls Utilities
	ELC Underground Electric Conductor - Cedar Falls Utilities
	GC Gas - Cedar Falls Utilities

### PLAN VIEW COLOR LEGEND OF PLAN AND PROFILE SHEETS

LINEWORK	Design Color No.	Description
Green	(2)	Existing Topographic Features and Labels
Blue	(1)	Proposed Alignment, Stationing, Tic Marks, and Alignment Annotation
Magenta	(5)	Existing Utilities
SHADING		
Design Color No.	Description	
Yellow	(4)	Highlight for Critical Notes or Features
Red	(3)	Delineates Restricted Areas
Lavender	(9)	Temporary Pavement Shading
Gray, Light	(48)	Proposed Pavement Shading
Gray, Med	(80)	Proposed Granular Shading
Gray, Dark	(112)	Proposed Grade and Pave Shading "In conjunction with a paving project"
Brown, Light	(236)	Grading Shading
Tan	(8)	Proposed Sidewalk Shading
Blue, Light	(230)	Proposed Sidewalk Landing Shading
Pink	(11)	Proposed Sidewalk Ramp Shading

### PROFILE VIEW COLOR LEGEND OF PLAN AND PROFILE SHEETS

LINEWORK	Design Color No.	Description
Green	(2)	Existing Ground Line Profile
Blue	(1)	Proposed Profile and Annotation
Magenta	(5)	Existing Utilities
Blue, Light	(230)	Proposed Ditch Grades, Left
Black	(0)	Proposed Ditch Grades, Median
Rust	(14)	Proposed Ditch Grades, Right

	Reference Point
	Station
	Section Corner
	Ground Line Intercept
	Saw Cut
	Guardrail
	Trench Drain
	HighTension Cable Guardrail
	Sheet Pile
	Pavement Removal
	Clearing & Grubbing Area

### RIGHT-OF-WAY LEGEND

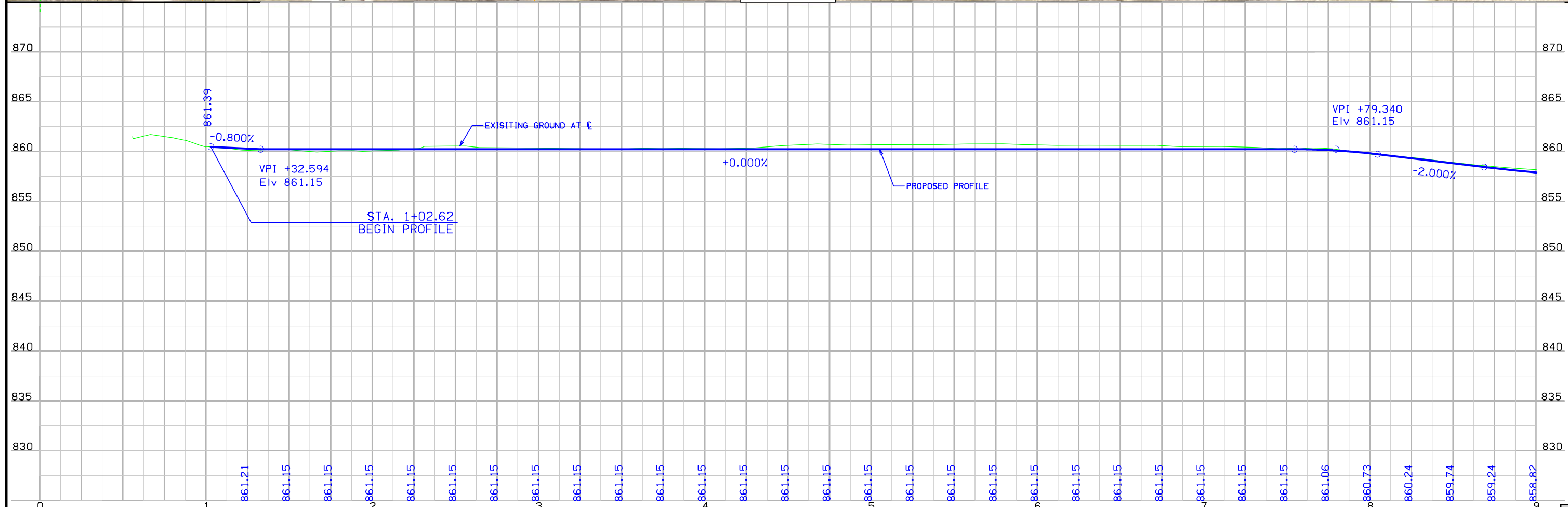
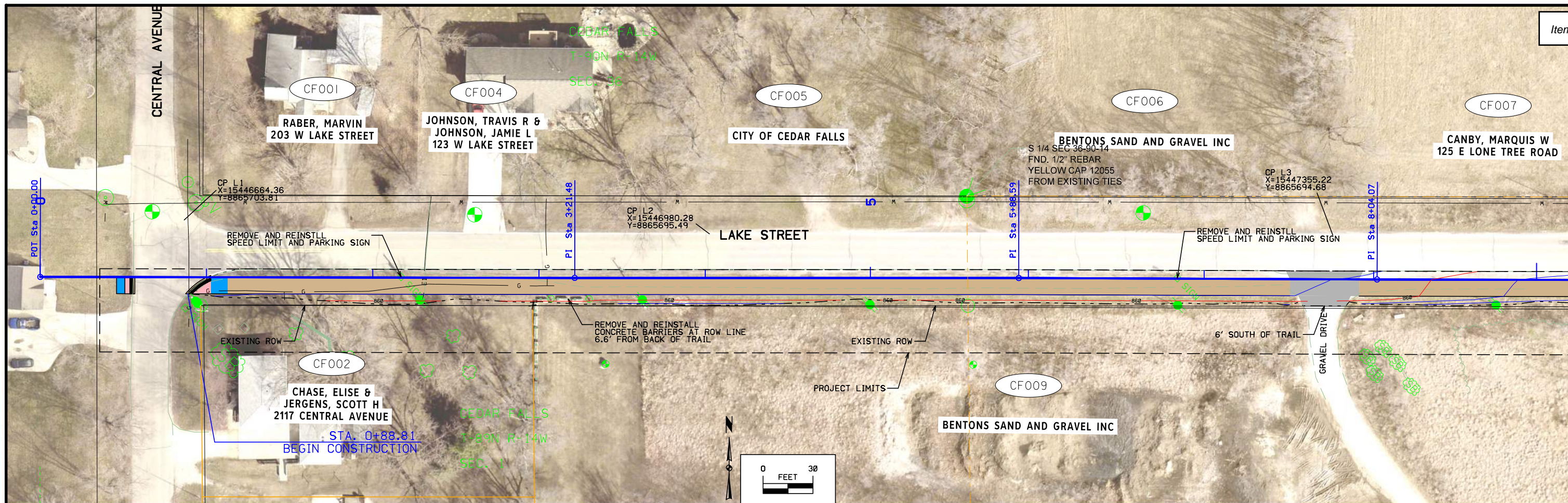
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	Existing Right of Way
	Existing and Proposed Right-of-Way
	Easement and Existing Right-of-Way
	Easement (Temporary)
	Easement
	Access Control
	Property Line

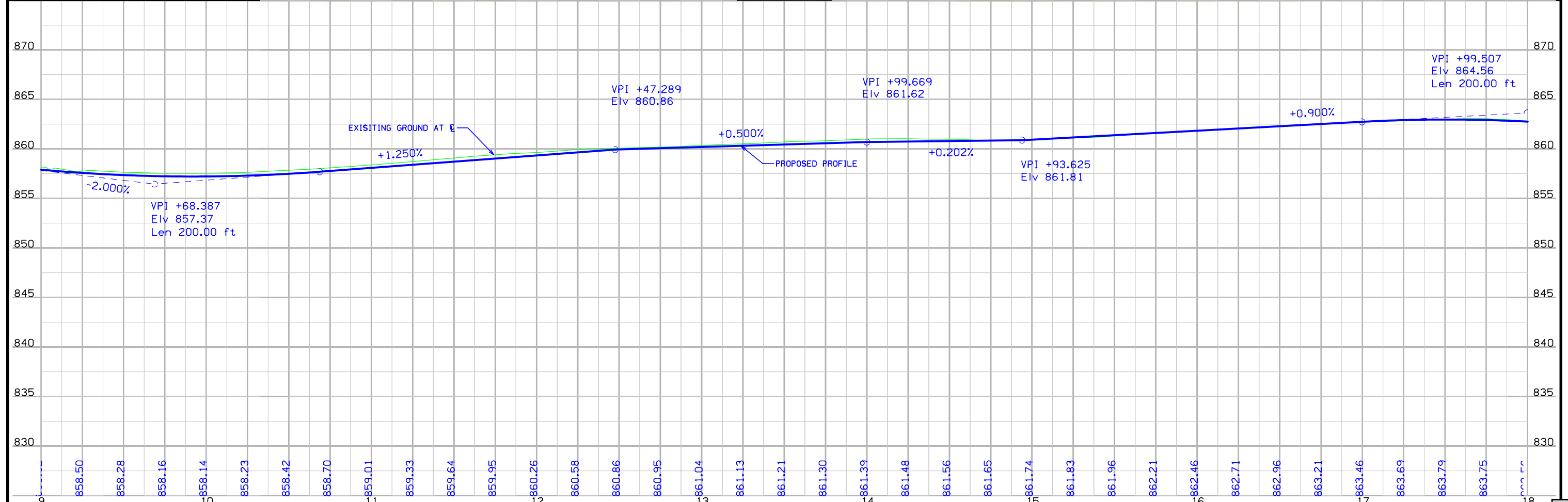
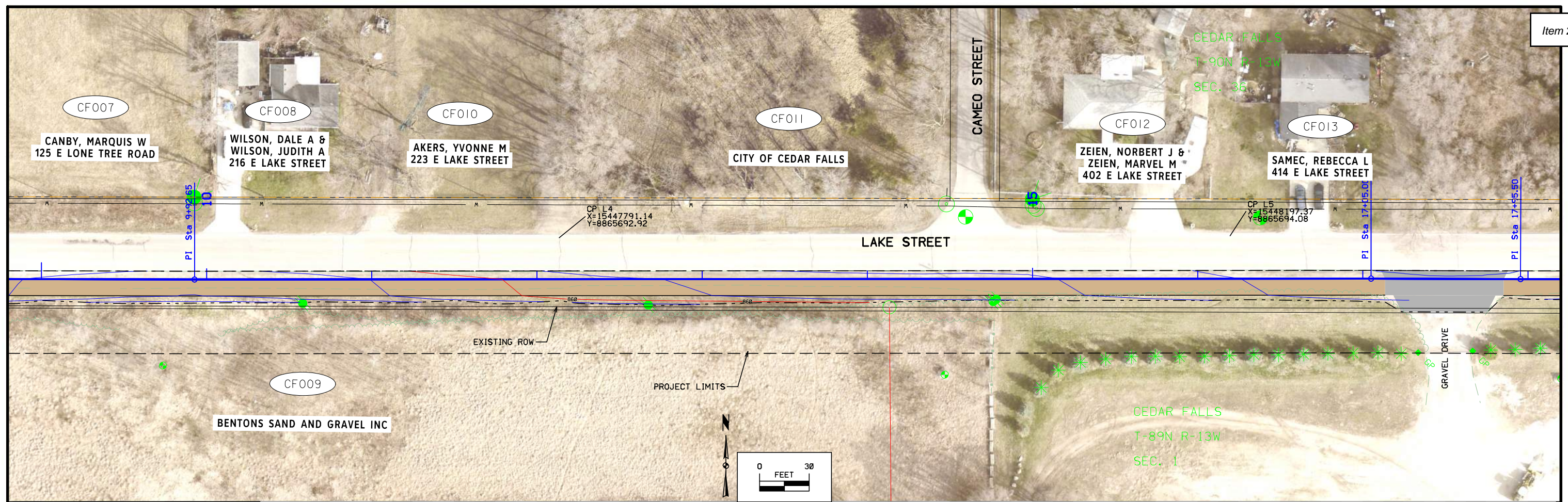
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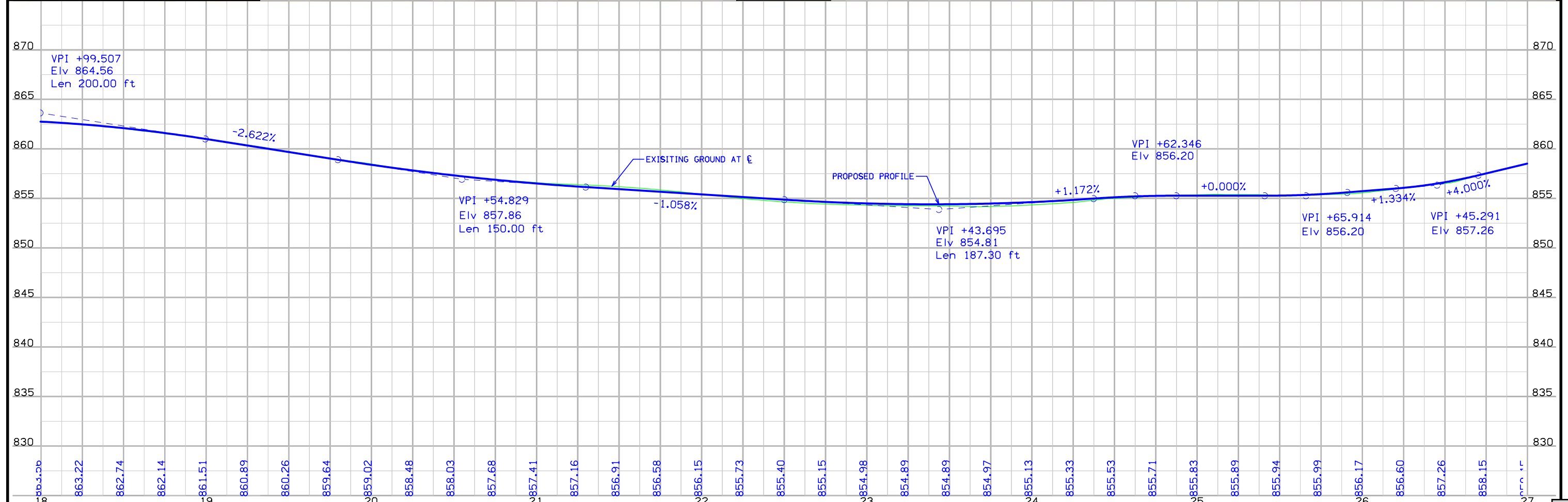
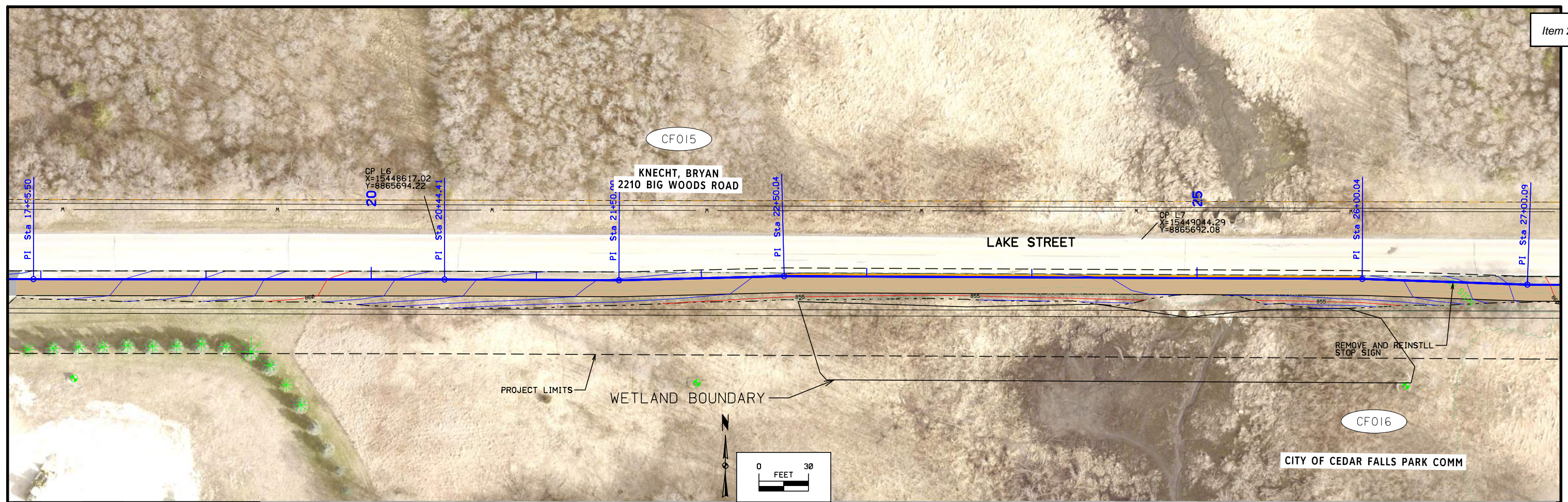
NAME	TYPE	LINE CODE	CONTACT	EMAIL	ADDRESS	CITY	STATE	ZIP	PHONE #
Cedar Falls Engineering Services	Sanitary / Storm Sewer		Tyler Griffin	<a href="mailto:Tyler.Griffin@cedarfalls.com">Tyler.Griffin@cedarfalls.com</a>	220 Clay Street	Cedar Falls	IA	50613	319-268-5161
Cedar Falls Utilities	Electric		John Osterhaus	<a href="mailto:josterhaus@cfunet.net">josterhaus@cfunet.net</a>	215 East 15th Street	Cedar Falls	IA	50613	319-268-5298
Cedar Falls Utilities	Communications		David Schilling	<a href="mailto:david.schilling@cfunet.net">david.schilling@cfunet.net</a>	1 Utility Parkway	Cedar Falls	IA	50613-0769	319-368-5291
Cedar Falls Utilities	Gas / Water		Jerald Lukensmeyer	<a href="mailto:jlukensmeyer@cfunet.net">jlukensmeyer@cfunet.net</a>	1 Utility Parkway	Cedar Falls	IA	50613-0769	319-268-5330
CenturyLink	Communications	FO7	Tom Sturmer	<a href="mailto:Thomas.Sturmer@CenturyLink.com">Thomas.Sturmer@CenturyLink.com</a>	2103 E. University Ave	Des Moines	IA	50317	319-453-9927
MediaCom	Cable TV	TV & FO5	Kevin Parker	<a href="mailto:kparker@mediacomcc.com">kparker@mediacomcc.com</a>	4010 Alexandra Drive	Waterloo	IA	50702	319-240-4987

# PLAN AND PROFILE LEGEND AND SYMBOL INFORMATION SHEET

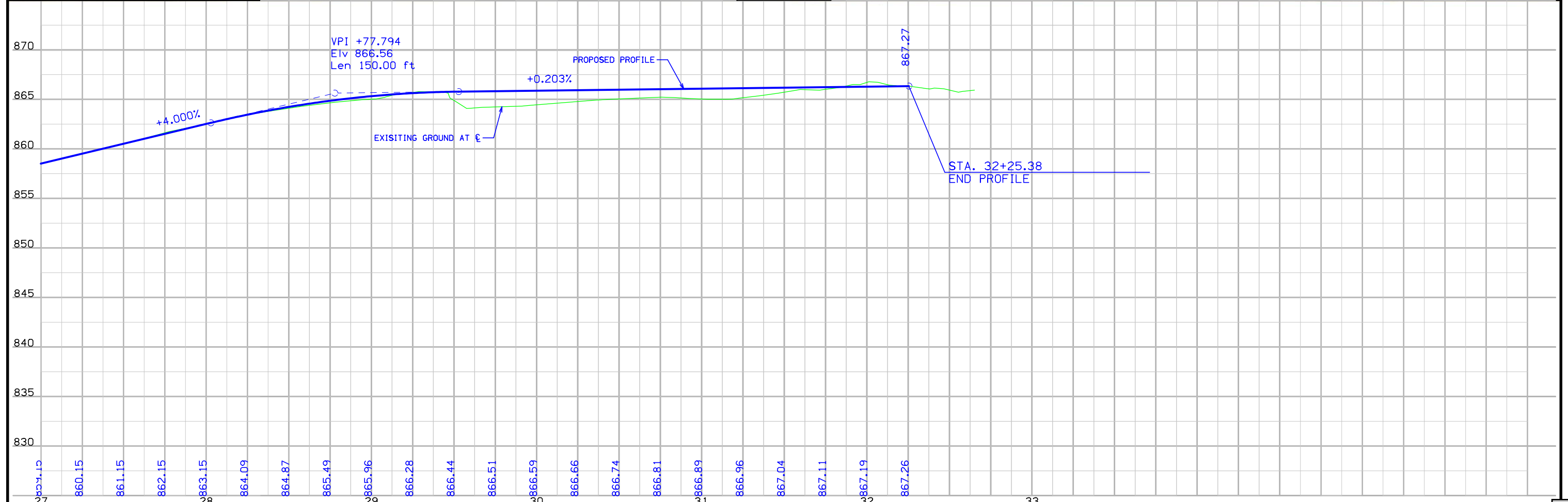
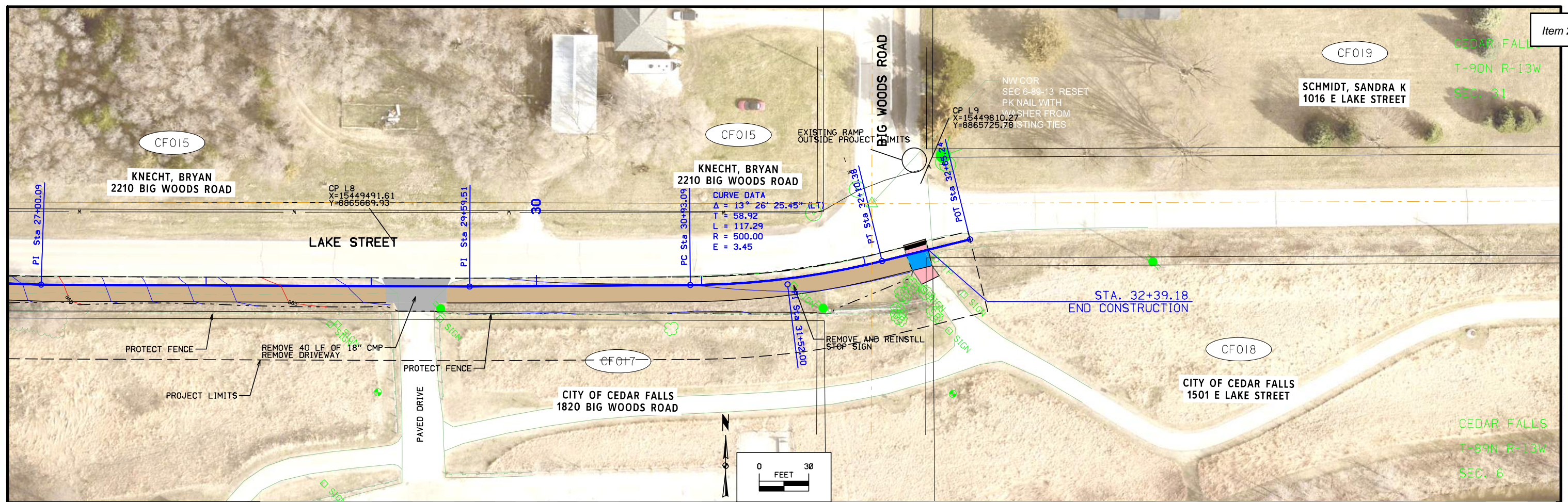
(COVERS SHEET SERIES D, S, & W)











### ALIGNMENT COORDINATES

Name	Location	Point on Tangent			Begin Spiral			Begin Curve			Simple Curve PI or Master PI of SCS			End Curve			End Spiral		
		Station	Coordinates		Station	Coordinates		Station	Coordinates		Station	Coordinates		Station	Coordinates		Station	Coordinates	
			Y (Northing)	X (Easting)		Y (Northing)	X (Easting)		Y (Northing)	X (Easting)		Y (Northing)	X (Easting)		Y (Northing)	X (Easting)		Y (Northing)	X (Easting)
11		0+00.00	8,865,669.61	15,446,577.73															
12		3+21.48	8,865,669.01	15,446,899.20															
13		5+88.59	8,865,668.94	15,447,166.32															
14		8+04.07	8,865,668.05	15,447,381.79															
15		9+92.65	8,865,667.62	15,447,570.38															
16		17+05.00	8,865,668.14	15,448,282.72															
17		17+95.50	8,865,667.83	15,448,373.23															
18		20+44.41	8,865,667.65	15,448,622.14															
100		21+50.00	8,865,667.13	15,448,727.73															
101		22+50.04	8,865,669.63	15,448,827.74															
102		26+00.04	8,865,667.94	15,449,177.73															
103		27+00.09	8,865,664.50	15,449,277.72															
20		29+59.51	8,865,663.37	15,449,537.14															
ML_TRAIL_21																			
21		32+65.24	8,865,691.92	15,449,840.10															

### SPIRAL OR CIRCULAR CURVE DATA

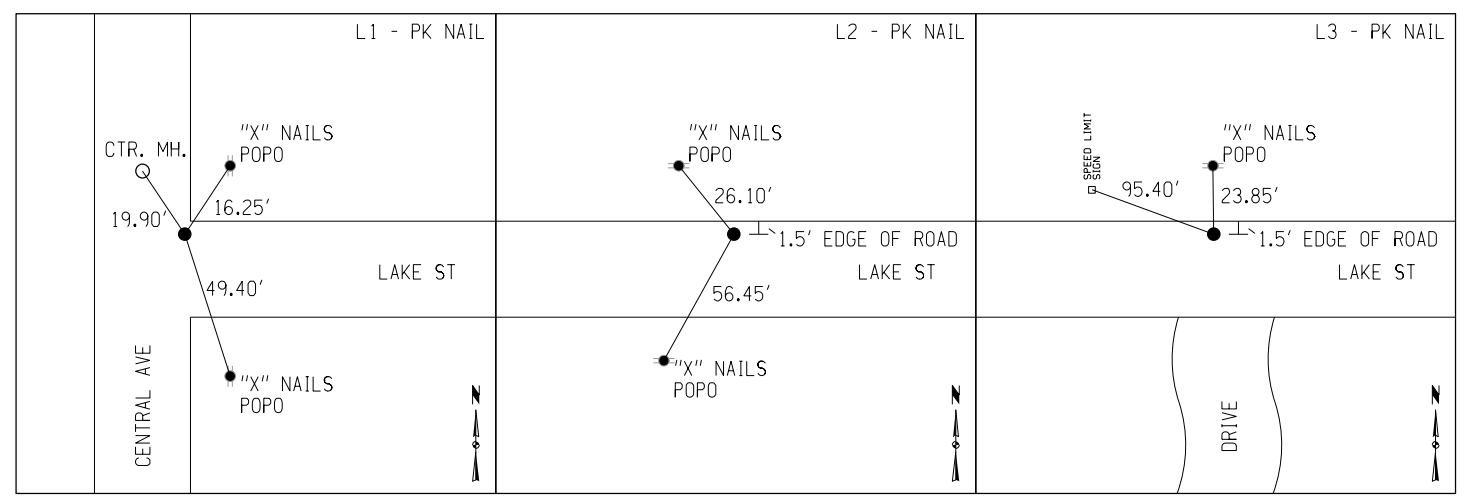
Name	Location	Δ <sub>scs</sub>	Horizontal Alignment Data													Remarks			
			Spiral Data						Curve Data										
			θ <sub>s</sub>	L <sub>s</sub>	T <sub>s</sub>	E <sub>s</sub>	X <sub>c</sub>	Y <sub>c</sub>	L.T.	S.T.	Δ <sub>c</sub>	T	L	R	E				
ML_TRAIL_21														13° 26' 25.45" LT	58.92'	117.29'	500.00'	3.46'	

**BENCHMARKS**

POINT	NORTHING	EASTING	ELEVATION	Station	Offset	Type
BM #110	8865673.617	15449819.59	866.487			BHC GPS Control Point #94-110 @ SE Cor. Lake St and Bigwoods Rd
BM #2			864.60			SE Bolt Hydrant @ NW Cor. Lake St and Central Ave

**CONTROL POINTS**

L	NORTHING	EASTING	ELEVATION	Station	Offset	Type
L1	8865703.807	15446664.36	862.13	0+86.57	-34.36	PK NAIL
L2	8865695.49	15446980.28	861.75	4+02.54	-26.50	PK NAIL
L3	8865694.683	15447355.22	861.41	7+77.38	-26.52	PK NAIL
L4	8865692.916	15447791.14	861.59	12+13.43	-25.13	PK NAIL
L5	8865694.084	15448197.37	863.55	16+19.66	-26.01	PK NAIL
L6	8865694.218	15448617.02	858.98	20+39.27	-26.56	PK NAIL
L7	8865692.081	15449044.29	856.57	24+66.49	-23.49	PK NAIL
L8	8865689.93	15449491.61	866.73	29+13.87	-26.36	PK NAIL
L9	8865725.782	15449810.27	686.69	32+44.37	-40.01	PK NAIL



### TRAFFIC CONTROL PLAN

1. During construction, maintain traffic on Lake Street at all times and access to Big Woods Recreation Area. During construction along Lake Street, a lane closure may be needed at various times during construction.
2. Contractor is to utilize Standard Road Plan TC-1, TC-202, TC-211 and TC-213.
3. Manual on Uniform Traffic Control Devices for Streets and Highways, as adopted by the Department per 761 of the Iowa Administrative Code (IAC), Chapter 130.
4. Pedestrian paths shall be closed. Provide 10 calendar days advance notification of a pedestrian path closure to the Engineer. For pedestrian path closures, use Type III Barricades to block the full width of the pedestrian path and comply with Section 2528. Mount a SIDEWALK CLOSED (R9-9) sign to at least one of the Type III barricades at each closure.

### STAGING NOTES

1. Contractor is to provide a temporary access during entrance construction with the use of granular surfacing. Granular material shall only be within the ROW limits.
2. Temporary access is to be in use no more than one week.
3. Contractor is to utilize Class 'M' concrete on entrances to minimize driveway closure time for Benton's entrance along Lake street.

### POLLUTION PREVENTION PLAN

This project is regulated by the requirements of the Iowa Department of Natural Resources (DNR) National Pollutant Discharge Elimination System (NPDES) General Permit No. 2 OR an Iowa Department of Natural Resources (DNR) National Pollutant Discharge Elimination System (NPDES) individual storm water permit. The Contractor shall carry out the terms and conditions of this permit and the Pollution Prevention Plan (PPP).

This Base PPP includes information on Roles and Responsibilities, Project Site Description, Controls, Maintenance Procedures, Inspection Requirements, Non-Storm Water Controls, Potential Sources of Off Right-of-Way Pollution, and Definitions. This plan references other documents rather than repeating the information contained in the documents. A copy of this Base Pollution Prevention Plan, amended as needed during construction, will be readily available for review.

All contractors shall conduct their operations in a manner that controls pollutants, minimizes erosion, and prevents sediments from entering waters of the state and leaving the highway right-of-way. The Contractor shall be responsible for compliance and implementation of the PPP for their entire contract. This responsibility shall be further shared with subcontractors whose work is a source of potential pollution as defined in this PPP.

#### I. ROLES AND RESPONSIBILITIES

- A. Designer:
  1. Prepares Base PPP included in the project plan.
  2. Prepares Notice of Intent (NOI) submitted to Iowa DNR.
  3. Is signature authority on the Base PPP. If consultant designed, signature from Contracting Authority is also required.
- B. Contractor:
  1. Signs a co-permittee certification statement adhering to the requirements of the NPDES permit and this PPP. All co-permittees are legally required under the Clean Water Act and the Iowa Administrative Code to ensure compliance with the terms and conditions of this PPP.
  2. Designates a Water Pollution Control Manager (WPCM), who has the duties and responsibilities as defined in Section 2602 of the Standard Specifications.
  3. Submits an Erosion Control Implementation Plan (ECIP) and ECIP updates according to Section 2602 of the Standard Specifications.
  4. Installs and maintains appropriate controls. This work may be subcontracted as documented through Subcontractor Request Forms (Form 830231).
  5. Supervises and implements good housekeeping practices according to Paragraph III, C, 2.
  6. Conducts joint required inspections of the site with inspection staff. When Contractor is not mobilized on site, Contractor may delegate this responsibility to a trained or certified subcontractor. Contracting Authority also may waive joint inspection requirement during winter shutdown. In both circumstances, WPCM (or trained or certified delegate from the Contractor) is still responsible to review and sign inspection reports.
  7. Complies with training and certification requirements of Section 2602 of the Standard Specifications.
  8. Submits amended PPP site map according to Section 2602 of the Standard Specifications.
- C. Subcontractors:
  1. Sign a co-permittee certification statement adhering to the requirements of the NPDES permit and this PPP if: responsible for sediment or erosion controls; involved in land disturbing activities; or performing work that is a source of potential pollution as defined in this PPP. Subcontracted work items are identified in Subcontractor Request Forms (Form 830231). All co-permittees are legally required under the Clean Water Act and the Iowa Administrative Code to ensure compliance with the terms and conditions of this PPP.
  2. Implement good housekeeping practices according to Paragraph III, C, 2.
- D. RCE/Project Engineer:
  1. Is Project Storm Water Manager.
  2. On projects where DOT is the Contracting Authority, is current with erosion control training or certification.
  3. Takes actions necessary to ensure compliance with storm water requirements including, where appropriate, issuing stop work orders, and directing additional inspections at construction project sites that are experiencing problems with achieving permit compliance.
  4. Orders the taking of measures to cease, correct, prevent, or minimize the consequences of non-compliance with the storm water requirements of the Applicable Permit.
  5. Supervises all work necessary to meet storm water requirements at the Project, including work performed by contractors and subcontractors.
  6. Requires employees, contractors, and subcontractors to take appropriate responsive action to comply with storm water requirements, including requiring any such person to cease or correct a violation of storm water requirements, and to order or recommend such other actions as necessary to meet storm water requirements.
  7. Is familiar with the Project PPP and storm water site map.
  8. On projects where DOT is Contracting Authority, is responsible for periodically monitoring inspection reports to determine whether deficiencies identified in inspection reports were adequately and timely addressed, and if not, has the authority and responsibility to direct immediate actions to correct the deficiencies.
  9. Is the point of contact for the Project for regulatory officials, Inspector, contractors, and subcontractors regarding storm water requirements.
  10. Is signature authority on Notice of Discontinuation.
  11. Maintains an up-to-date record of contractors, subcontractors, and subcontracted work items through Subcontractor Request Forms (Form 830231).
  12. Makes information to determine permit compliance available to the DNR upon their request.
- E. Inspector:
  1. Updates PPP through fieldbook entries and storm water site inspection reports if there is a change in design, construction, operation, or maintenance which has a significant effect on the discharge of pollutants from the project.
  2. Makes information to determine permit compliance available to the DNR upon their request.
  3. Conducts joint required inspections of the site with the contractor/subcontractor.
  4. Completes an inspection report after each inspection.
  5. Is signature authority on storm water inspection reports.

#### II. PROJECT SITE DESCRIPTION

- A. This Pollution Prevention Plan (PPP) is for the construction of a shared-use path along Lake Street in Cedar Falls, Iowa.
- B. This PPP covers approximately 1.6 acres with an estimated 1.38 acres being disturbed. The portion of the PPP covered by this contract has 1.38 acres disturbed.
- C. The PPP is located in an area of Kenyon-Clyde-Floyd soil association. The estimated weighted average runoff coefficient number for this PPP after completion will be 0.51.
- D. Storm Water Site Map is located in the R sheets. Proposed slopes are shown in cross sections, details, or standard road plans. Supplemental information is located in the Tabulations in the C or CE sheets.
- E. The base storm water site map is amended by contract modifications and progress payments (fieldbook entries) of completed erosion control work. Also, due to project phasing, erosion and sediment controls shown on project plans may not be installed until needed, based on site conditions. For example, silt fence ditch checks will typically not be installed until the ditch has been

### POLLUTION PREVENTION PLAN

installed. Installed locations may also be modified from tabulation locations by field staff. Installed locations will be documented by fieldbook entries and amended PPP site map.  
F. Runoff from this work will flow into nearby lakes and ultimately into the Cedar River.

#### III. CONTROLS

- A. The Contractor's ECIP specified in Article 2602.03 of the Standard Specifications for accomplishment of storm water controls should clearly describe the intended sequence of major activities, and for each activity define the control measure and the timing during the construction process that the measure will be implemented.
  - B. Preserve vegetation in areas not needed for construction.
  - C. Sections 2601 and 2602 of the Standard Specifications define requirements to implement erosion and sediment control measures. Actual quantities used and installed locations may vary from the Base PPP and amendment of the plan will be documented via fieldbook entries, amended PPP site map, or by contract modification. Additional erosion and sediment control items may be required as determined by the inspector and/or contractor during storm water site inspections. If the work involved is not applicable to any contract items, the work will be paid for according to Article 1109.03 paragraph B of the Standard Specifications.
1. EROSION AND SEDIMENT CONTROLS
- a. Stabilization Practices
    - 1) Site plans will ensure that existing vegetation or natural buffers are preserved where attainable and disturbed portions of the site will be stabilized.
    - 2) Initialize stabilization of disturbed areas immediately after clearing, grading, excavating, or other earth disturbing activities have:
      - a) Permanently ceased on any portion of the site, or
      - b) Temporarily ceased on any portion of the site and will not resume for a period exceeding 14 calendar days.
    - 3) Staged permanent and/or temporary stabilizing seeding and mulching shall be completed as the disturbed areas are completed. Incomplete areas shall be stabilized according to paragraph III, C, 1, a, 2, b above.
    - 4) Permanent and Temporary Stabilization practices to be used for this project are located in the storm water site map, Estimated Project Quantities (100-0A, 100-1A, or 100-1C), and Estimate Reference Information (100-4A) located in the C or R sheets. Typical drawings detailing construction of the practices to be used on this project are referenced in the Standard Road Plans Tabulation (105-4) in the C or R sheets.
    - 5) Preservation of existing vegetation within right-of-way or easements will act as vegetative buffer strips.
    - 6) Preservation of topsoil: Bid items to be used for this project are located in the Estimated Project Quantities (100-0A, 100-1A, or 100-1C) and Estimate Reference Information (100-4A) located in the C or R sheets. Additional information may be found in the Tabulations in the C or T Tabulation sheets, or is referenced in Section 2105 of the Standard Specifications.
  - b. Structural Practices
    - 1) Structural practices will be implemented to divert flows from exposed soils and detain or otherwise limit runoff and the discharge of pollutants from exposed areas of the site. Additionally, structural practices may include: silt basins that provide 3600 cubic feet of storage per acre drained or equivalent sediment controls, outlet structures that withdraw water from surface when discharging basins, and controls to direct storm water to vegetated areas.
    - 2) Structural practices to be used for this project are located in the storm water site map, Estimated Project Quantities (100-0A, 100-1A, or 100-1C), and Estimate Reference Information (100-4A) located in the C or R sheets, as well as all other item specific Tabulations. Typical drawings detailing construction of the devices to be used on this project can be found on the B or R sheets or are referenced in the Standard Road Plans Tabulation (105-4) located in the C or R sheets.
  - c. Storm Water Management
 

Measures shall be installed during the construction process to control pollutants in storm water discharges that will occur after construction operations have been completed. This may include velocity dissipation devices at discharge locations and along length of outfall channel as necessary to provide a non-erosion velocity flow from structure to water course. If included with this project, these items are located in the storm water site map and Estimated Project Quantities (100-0A, 100-1A, or 100-1C) and Estimate Reference Information (100-4A) located in the C or R sheets, as well as all other item specific Tabulations. Typical drawings detailing construction of the practices to be used on this project are referenced in the Standard Road Plans Tabulation. The installation of these devices may be subject to Section 404 of the Clean Water Act.
2. OTHER CONTROLS
- Contractor disposal of unused construction materials and construction material wastes shall comply with applicable state and local waste disposal, sanitary sewer, or septic system regulations. In the event of a conflict with other governmental laws, rules and regulations, the more restrictive laws, rules or regulations shall apply.
- a. Vehicle Entrances and Exits - Construct and maintain entrances and exits to prevent tracking of sediments onto roadways.
  - b. Material Delivery, Storage and Use - Implement practices to prevent discharge of construction materials during delivery, storage, and use.
  - c. Stockpile Management - Install controls to reduce or eliminate pollution of storm water from stockpiles of soil and paving.
  - d. Waste Disposal - Do not discharge any materials, including building materials, into waters of the state, except as authorized by a Section 404 permit.
  - e. Spill Prevention and Control - Implement chemical spill and leak prevention and response procedures to contain and clean up spills and prevent material discharges to the storm drain system and waters of the state.
  - f. Concrete Residuals and Washout Wastes - Waste shall not be discharged to a surface water and is not allowed to adversely affect a water of the state. Designate temporary concrete washout facilities for rinsing out concrete trucks. Provide directions to truck drivers where designated washout facilities are located. Designated washout areas should be located at least 50 feet away from storm drains, streams or other water bodies. Care should be taken to ensure these facilities do not overflow during storm events.
  - g. Concrete Grooving/Grinding Slurry - Do not discharge slurry to a waterbody or storm drain. Slurry may be applied on foreslopes or removed from the project.
  - h. Vehicle and Equipment Storage and Maintenance Areas - Perform on site fueling and maintenance in accordance with all environmental laws such as proper storage of onsite fuels and proper disposal of used engine oil or other fluids on site. Employ washing practices that prevent contamination of surface and ground water from wash water. Wash waters must be treated in a sediment basin or alternative control that provides equivalent or better treatment prior to discharge.
  - i. Litter Management - Ensure employees properly dispose of litter. Minimize exposure of trash if exposure to precipitation or storm water would result in a discharge of pollutants.
  - j. Dewatering - Properly treat water to remove suspended sediment before it re-enters a waterbody or discharges off-site. Measures are also to be taken to prevent scour erosion at dewatering discharge point.
3. APPROVED STATE OR LOCAL PLANS
- During the course of this construction, it is possible that situations will arise where unknown materials will be encountered. When such situations are encountered, they will be handled according to all federal, state, and local regulations in effect at the time.

110-12  
10-20-20

**POLLUTION PREVENTION PLAN**

**IV. MAINTENANCE PROCEDURES**  
The Contractor is required to maintain all temporary erosion and sediment control measures in proper working order, including cleaning, repairing, or replacing them throughout the contract period. This shall begin when the features have lost 50% of their capacity.

**V. INSPECTION REQUIREMENTS**  
A. Inspections shall be made jointly by the Contractor and the Contracting Authority's inspector at least once every seven calendar days. Storm water site inspections will include:  
1. Date of the inspection.  
2. Summary of the scope of the inspection.  
3. Name and qualifications of the personnel making the inspection.  
5. Review of erosion and sediment control measures within disturbed areas for the effectiveness in preventing impacts to receiving waters.  
6. Major observations related to the implementation of the PPP.  
7. Identification of corrective actions required to maintain or modify erosion and sediment control measures.  
B. Include storm water site inspection reports in the Amended PPP. Incorporate any additional erosion and sediment control measures determined as a result of the inspection. Immediately begin corrective actions on all deficiencies found within 3 calendar days of the inspection and complete within 7 calendar days following the inspection. If it is determined that making the corrections less than 72 hours after the inspection is impracticable, it should be documented why it is impracticable and indicate an estimated date by which the corrections will be made.

**VI. NON-STORM WATER DISCHARGES**  
This includes subsurface drains (i.e. longitudinal and standard subdrains) and slope drains. The velocity of the discharge from these features may be controlled by the use of headwalls or blocks, Class A stone, erosion stone or other appropriate materials. This also includes uncontaminated groundwater from dewatering operations, which will be controlled as discussed in Section III of the PPP.

**VII. POTENTIAL SOURCES OF OFF RIGHT-OF-WAY (ROW) POLLUTION**  
Silt, sediment, and other forms of pollution may be transported onto highway right-of-way (ROW) as a result of a storm event. Potential sources of pollution located outside highway ROW are beyond the control of this PPP. Pollution within highway ROW will be conveyed and controlled per this PPP.

**VIII. DEFINITIONS**  
A. Base PPP - Initial Pollution Prevention Plan.  
B. Amended PPP - Base PPP amended during construction. May include Plan Revisions or Contract Modifications for new items, storm water site inspection reports, fieldbook entries made by the inspector, amended PPP site map by the Contractor, ECIP, NOI, co-permittee certifications, and Subcontractor Request Forms. Items amending the PPP are stored electronically and are readily available upon request.  
C. Fieldbook Entries - This contains the inspector's daily diary and bid item postings.  
D. Controls - Methods, practices, or measures to minimize or prevent erosion, control sedimentation, control storm water, or minimize contaminants from other types of waste or materials. Also called Best Management Practices (BMPs).  
E. Signature Authority - Representative authorized to sign various storm water documents.

**CERTIFICATION STATEMENT**  
I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

*Michael N. Degen* 12-14-2021  
Signature

Michael N Degen  
Printed or Typed Name

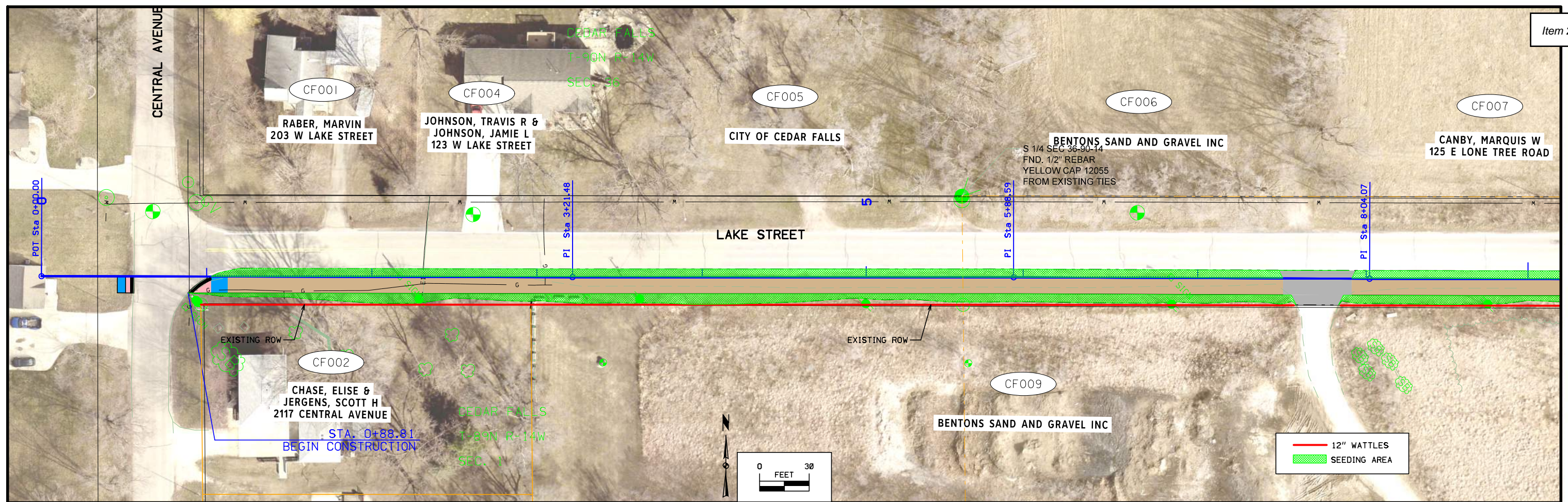
*David Wicke* 12-15-21  
Signature

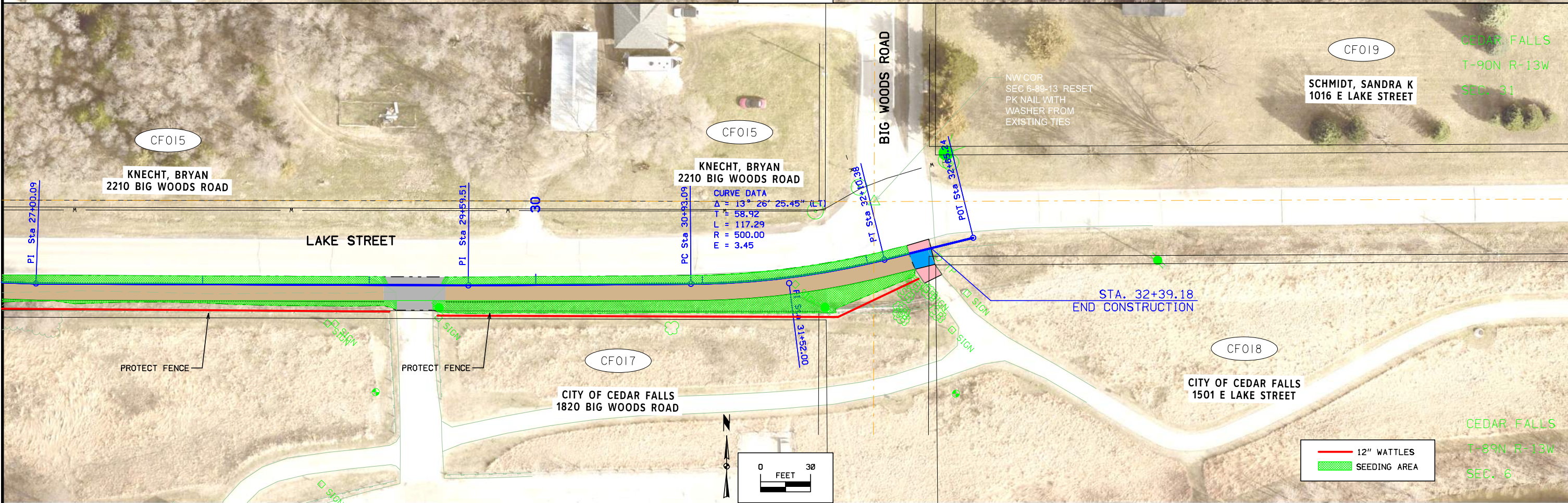
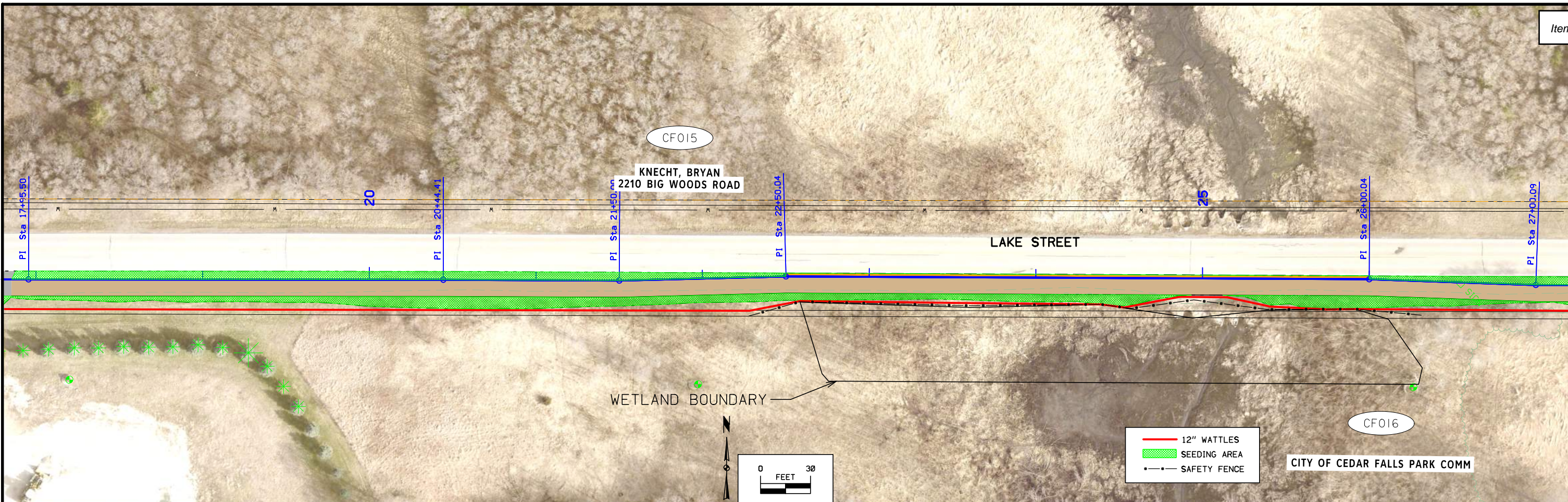
David Wicke

100-19  
MODIFIED

**PERIMETER, SLOPE AND DITCH CHECK SEDIMENT CONTROL DEVICES**

Location			Possible Standards: EC-204			Remarks
Begin Station	End Station	Side	Perimeter and Slope Length of Installation			
			9 inch Dia	12 inch Dia	20 inch Dia	
			LF	LF	LF	
+96.55	7+58.29	RT		670		
7+86.72	17+17.62	RT		930		
17+81.45	29+12.26	RT		1130		
29+41.02	32+27.56	RT		290		
			Total	3020		



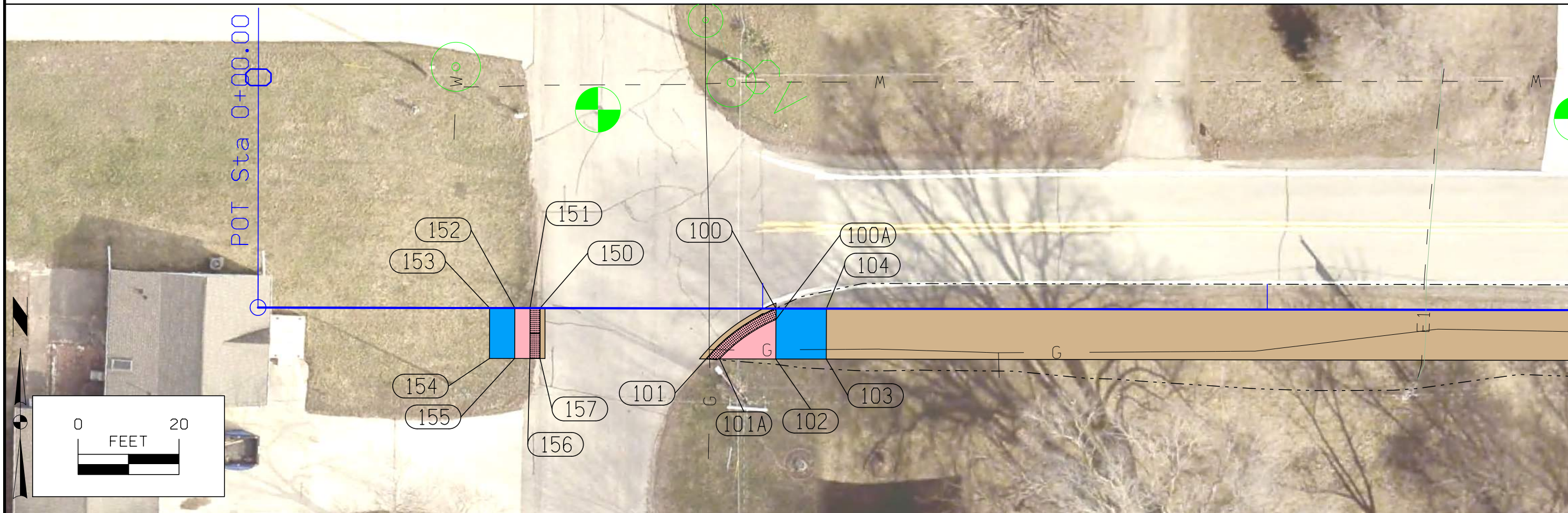


### SIDEWALK COMPLIANCE

See S Sheets

- \* Does not include curb
- ① Staking required by Contracting Authority per Article 2511.03 of the Standard Specifications.
- ② Refer to tabulation 113-01 for bid quantities.

Point to Point	Sidewalk Designation	- " PCC Sidewalk ②	Distance* FT	Δ Elevation FT	Slope %	Acceptable Constructed Range Pos. or Neg.	Staking Required on this Quadrant? ①	Measured Slope %	Initials	Remarks	FOR INFORMATION ONLY: VALUES USED TO DETERMINE DESIGNED SLOPES			
											Point	Station	Offset	Elevation
											100	101	Crosswalk Cross Slope - Yield Condition	6
100	100A	Ramp Cross Slope	6	2.17	-0.03	-1.4%	0.1% to 2.0%				100A	1+02.63	2.17	861.36
101	101A	Ramp Running Slope	6	2.67	-0.07	-2.6%	0.5% to 8.3%				101	+88.81	10.00	861.63
101A	102	Ramp Running Slope	6	11.14	-0.32	-2.9%	0.5% to 8.3%				101A	+91.49	10.00	861.56
102	103	Landing/Turning Space	6	10.00	-0.08	-0.8%	0.1% to 2.0%				102	1+02.63	10.00	861.24
103	104	Landing/Turning Space	6	10.00	0.15	1.5%	0.1% to 2.0%				103	1+12.63	10.00	861.16
104	100	Landing/Turning Space	6	10.00	0.08	0.8%	0.1% to 2.0%				104	1+12.63	0.00	861.31
100A	102	Ramp Cross Slope	6	7.83	-0.12	-1.5%	0.1% to 2.0%							
150	151	Ramp Running Slope	6	2.00	0.02	1.0%	0.5% to 8.3%				150	+55.89	0.00	862.21
151	152	Ramp Running Slope	6	3.00	0.03	1.0%	0.5% to 8.3%				151	+53.89	0.00	862.23
151	156	Ramp Cross Slope	6	10.00	0.14	1.4%	0.1% to 2.0%				152	+50.89	0.00	862.26
152	153	Landing/Turning Space	4	5.00	0.05	1.0%	0.1% to 2.0%				153	+45.89	0.00	862.31
152	155	Landing/Turning Space	4	10.00	0.14	1.4%	0.1% to 2.0%				154	+45.89	10.00	862.45
153	154	Landing/Turning Space	4	10.00	0.14	1.4%	0.1% to 2.0%				155	+50.89	10.00	862.40
154	155	Landing/Turning Space	4	5.00	-0.05	-1.0%	0.1% to 2.0%				156	+53.89	10.00	862.37
155	156	Ramp Running Slope	6	3.00	-0.03	-1.0%	0.5% to 8.3%				157	+55.89	10.00	862.35
156	157	Ramp Running Slope	6	2.00	-0.02	-1.0%	0.5% to 8.3%							
157	150	Crosswalk Cross Slope - Yield Condition	6	10.00	-0.14	-1.4%	0.0% to 2.0%							



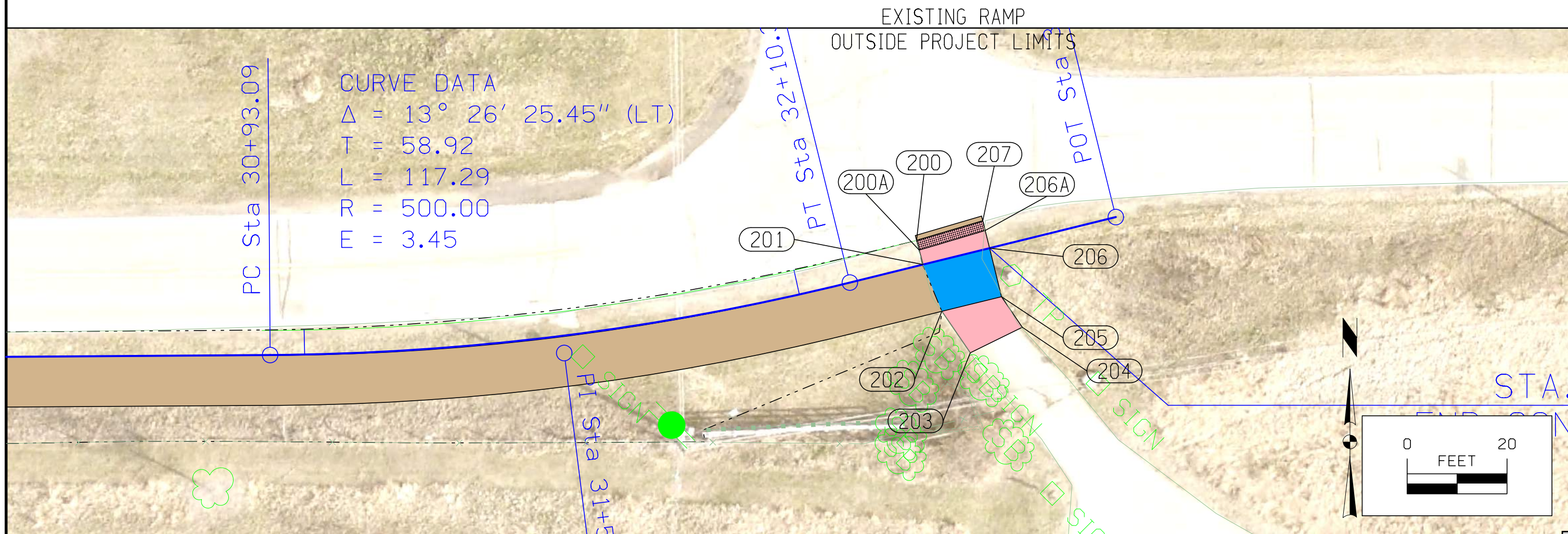


### SIDEWALK COMPLIANCE

See S Sheets

- \* Does not include curb
- ① Staking required by Contracting Authority per Article 2511.03 of the Standard Specifications.
- ② Refer to tabulation 113-01 for bid quantities.

Point to Point	Sidewalk Designation	6" PCC Sidewalk ②	Distance* FT	Δ Elevation FT	Slope %	Acceptable Constructed Range Pos. or Neg.	Staking Required on this Quadrant? ①	Measured Slope %	Initials	Remarks	FOR INFORMATION ONLY: VALUES USED TO DETERMINE DESIGNED SLOPES			
											Point	Station	Offset	Elevation
											200	200A	Ramp Running Slope	2.00
200A	201	Ramp Running Slope	3.00	-0.21	-7.0%	0.5% to 8.3%					200A	32+25.42	-3.00	867.47
200A	206A	Ramp Cross Slope	13.81	-0.21	-1.5%	0.1% to 2.0%					201	32+25.47	0.00	867.26
201	202	Landing/Turning Space	10.10	-0.15	-1.5%	0.1% to 2.0%					202	32+26.90	10.00	867.11
201	206	Landing/Turning Space	13.70	-0.18	-1.3%	0.1% to 2.0%					203	32+30.44	19.42	866.38
202	203	Ramp Running Slope	10.00	-0.73	-7.3%	0.5% to 8.3%					204	32+41.79	16.94	866.42
202	205	Landing/Turning Space	12.28	-0.15	-1.2%	0.1% to 2.0%					205	32+39.18	10.00	866.96
203	204	Match Existing Cross Slope	11.62	0.04	0.3%	Match Existing					206	32+39.18	0.00	867.08
204	205	Ramp Running Slope	7.41	0.54	7.3%	0.5% to 8.3%					206A	32+39.18	-3.63	867.26
205	206	Landing/Turning Space	10.00	0.12	1.2%	0.1% to 2.0%					207	32+39.18	-5.63	867.36
206	206A	Ramp Running Slope	3.63	0.18	5.0%	0.5% to 8.3%								
206A	207	Ramp Running Slope	2.00	0.10	5.0%	0.5% to 8.3%								
207	200	Crosswalk Cross Slope - Yield Condition	13.81	0.25	1.8%	0.0% to 2.0%								



### TABULATION OF TEMPLATE QUANTITIES AND ADJUSTMENTS

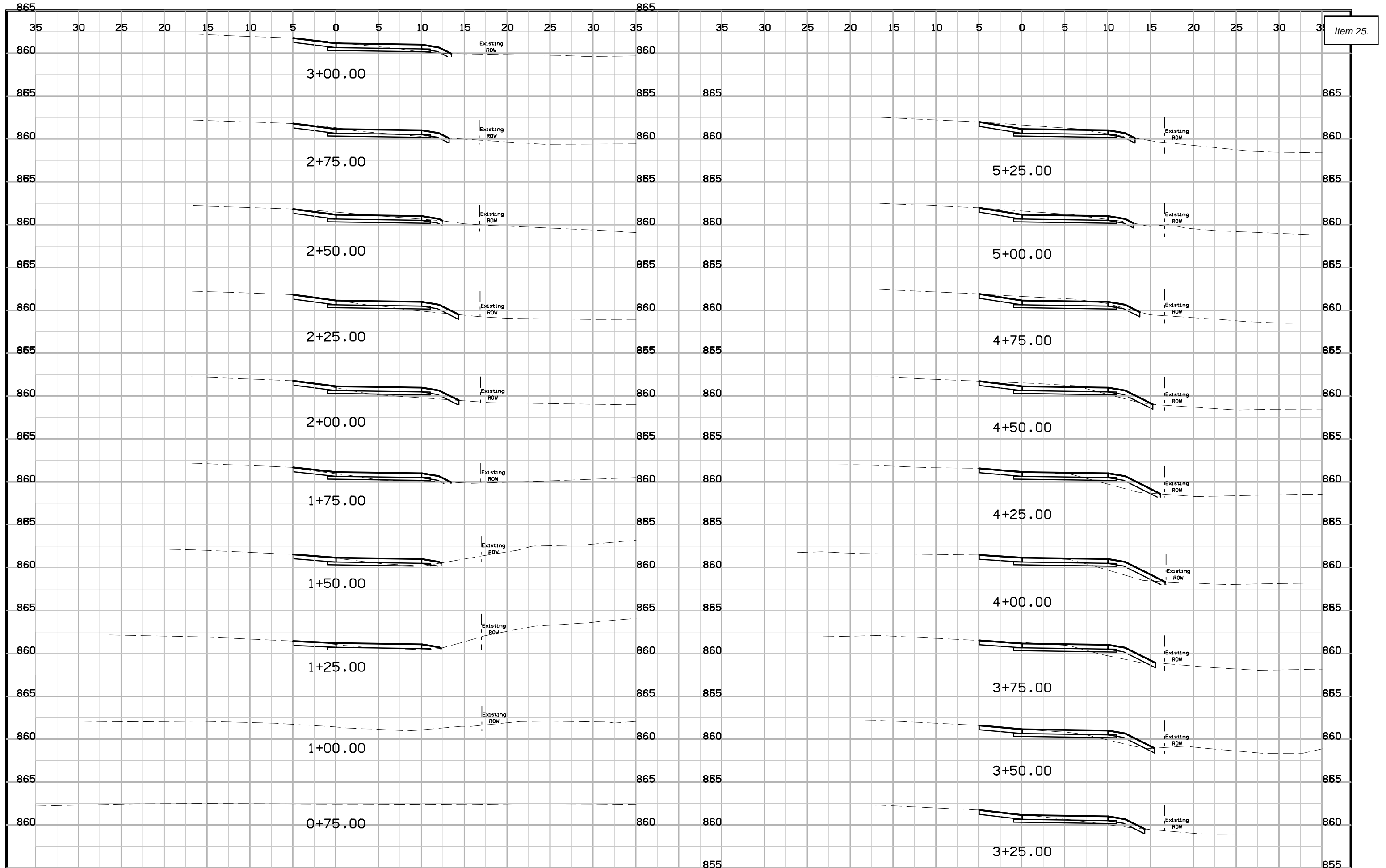
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	[1]	[2]	[3]	[4]	[5]	[6]	[7]	[8]	[9]	[10]	[11]	[12]	[13]	[14]								[15]
	Total Cut Unadjusted Volume	Total Class 10 Unadjusted Volume	Topsoil Cut Volume	Total Cut Adjusted	Total Fill Unadjusted Volume	Existing Topsoil Stripping Undercut (+ Fill)	Total Fill Adjusted	Total Fill Adjusted w/ Weighted Average 1.3 Shrink Factor	Total Cut Adjusted Minus Fill w/ Shrink	Approx. Fill Vol. Below 5' & Above 20' w/ Shrink	Approx. Fill Volume Below 3' w/ Shrink	Topsoil Stripping Undercut Volume	Topsoil Placement Undercut Volume	Topsoil Placement With 1.4 Shrink Factor								Topsoil Stripping Minus Topsoil Placement w/Shrink
ML Trail																						
1+25.00	9	6	3	6	0	3	3	4	2	0	0	3	3	4	-1							
1+50.00	8	5	3	5	0	3	3	4	1	0	0	3	4	6	-3							
1+75.00	8	4	4	4	1	4	5	7	-3	0	0	4	4	6	-2							
2+00.00	9	5	4	5	2	4	6	8	-3	0	0	4	4	6	-2							
2+25.00	12	9	3	9	1	3	4	5	4	0	0	3	4	6	-3							
2+50.00	13	10	3	10	0	3	3	4	6	0	0	3	4	6	-3							
3+00.00	11	8	3	8	0	3	3	4	4	0	0	3	4	6	-3							
3+25.00	11	7	4	7	0	4	4	5	2	0	0	4	4	6	-2							
3+50.00	11	7	4	7	1	4	5	7	1	0	0	4	5	7	-3							
3+75.00	13	8	5	8	2	5	7	9	-1	0	0	5	5	7	-2							
4+00.00	13	8	5	8	3	5	8	10	-2	0	0	5	6	8	-3							
4+25.00	13	8	5	8	3	5	8	10	-2	0	0	5	6	8	-3							
4+50.00	15	10	5	10	2	5	7	9	1	0	0	5	5	7	-2							
4+75.00	17	13	4	13	0	4	4	5	8	0	0	4	4	6	-2							
5+00.00	17	14	3	14	0	3	3	4	10	0	0	3	4	6	-3							
5+25.00	16	13	3	13	0	3	3	4	9	0	0	3	4	6	-3							
5+50.00	17	13	4	13	0	4	4	5	8	0	0	4	4	6	-2							
5+75.00	17	13	4	13	0	4	4	5	8	0	0	4	5	7	-3							
6+00.00	17	13	4	13	0	4	4	5	8	0	0	4	5	7	-3							
6+25.00	16	12	4	12	1	4	5	7	6	0	0	4	5	7	-3							
6+50.00	16	12	4	12	1	4	5	7	6	0	0	4	5	7	-3							
6+75.00	16	11	5	11	1	5	6	8	3	0	0	5	5	7	-2							
7+00.00	15	11	4	11	1	4	5	7	5	0	0	4	5	7	-3							
7+25.00	14	10	4	10	0	4	4	5	5	0	0	4	5	7	-3							
7+50.00	12	8	4	8	2	4	6	8	0	0	0	4	5	7	-3							
7+75.00	13	9	4	9	2	4	6	8	1	0	0	4	5	7	-3							
8+00.00	13	9	4	9	0	4	4	5	4	0	0	4	4	6	-2							
8+25.00	11	7	4	7	1	4	5	7	1	0	0	4	5	7	-3							
8+50.00	12	8	4	8	1	4	5	7	2	0	0	4	5	7	-3							
8+75.00	12	8	4	8	1	4	5	7	2	0	0	4	5	7	-3							
9+00.00	12	8	4	8	0	4	4	5	3	0	0	4	4	6	-2							
9+25.00	10	7	3	7	0	3	3	4	3	0	0	3	4	6	-3							
9+50.00	12	8	4	8	1	4	5	7	2	0	0	4	4	6	-2							
9+75.00	14	10	4	10	1	4	5	7	4	0	0	4	5	7	-3							
10+00.00	14	10	4	10	0	4	4	5	5	0	0	4	4	6	-2							
10+25.00	15	11	4	11	0	4	4	5	6	0	0	4	4	6	-2							
10+50.00	15	11	4	11	0	4	4	5	6	0	0	4	4	6	-2							
10+75.00	15	11	4	11	0	4	4	5	6	0	0	4	4	6	-2							
11+00.00	15	11	4	11	0	4	4	5	6	0	0	4	4	6	-2							
11+25.00	15	11	4	11	0	4	4	5	6	0	0	4	4	6	-2							
11+50.00	14	11	3	11	0	3	3	4	7	0	0	3	4	6	-3							
11+75.00	16	12	4	12	0	4	4	5	7	0	0	4	4	6	-2							
12+00.00	15	11	4	11	0	4	4	5	6	0	0	4	4	6	-2							
12+25.00	14	10	4	10	0	4	4	5	5	0	0	4	4	6	-2							
12+50.00	13	9	4	9	1	4	5	7	3	0	0	4	5	7	-3							
12+75.00	13	8	5	8	2	5	7	9	-1	0	0	5	5	7	-2							
13+00.00	13	8	5	8	2	5	7	9	-1	0	0	5	5	7	-2							
13+25.00	13	9	4	9	1	4	5	7	3	0	0	4	5	7	-3							
13+50.00	14	10	4	10	0	4	4	5	5	0	0	4	5	7	-3							
13+75.00	14	10	4	10	0	4	4	5	5	0	0	4	4	6	-2							
14+00.00	15	11	4	11	0	4	4	5	6	0	0	4	5	7	-3							
14+25.00	15	11	4	11	0	4	4	5	6	0	0	4	5	7	-3							
14+50.00	15	11	4	11	0	4	4	5	6	0	0	4	5	7	-3							
14+75.00	13	10	3	10	0	3	3	4	6	0	0	3	4	6	-3							
15+00.00	12	9	3	9	0	3	3	4	5	0	0	3	4	6	-3							
15+25.00	12	9	3	9	0	3	3	4	5	0	0	3	4	6	-3							
15+50.00	12	9	3	9	0	3	3	4	5	0	0	3	4	6	-3							
15+75.00	12	9	3	9	0	3	3	4	5	0	0	3	4	6	-3							
16+00.00	13	10	3	10	0	3	3	4	6	0	0	3	4	6	-3							
16+25.00	13	10	3	10	0	3	3	4	6	0	0	3	4	6	-3							
16+50.00	13	10	3	10	0	3	3	4	6	0	0	3	4	6	-3							
16+75.00	14	10	4	10	0	4	4	5	5	0	0	4	4	6	-2							
17+00.00	13	9	4	9	0	4	4	5	4	0	0	4	4	6	-2							
17+25.00	12	9	3	9	0	3	3	4	5	0	0	3	4	6	-3							
17+50.00	12	9	3	9	0	3	3	4	5	0	0	3	4	6	-3							
17+75.00	13	11	2	11	0	2	2	3	8	0	0	2	3	4	-2							
18+00.00	13	11	2	11	0	2	2	3	8	0	0	2	3	4	-2							
Subtotals:	895	643	252	643	34	252	286	372	271	0	0	252	292	409	-157							

### TABULATION OF TEMPLATE QUANTITIES AND ADJUSTMENTS

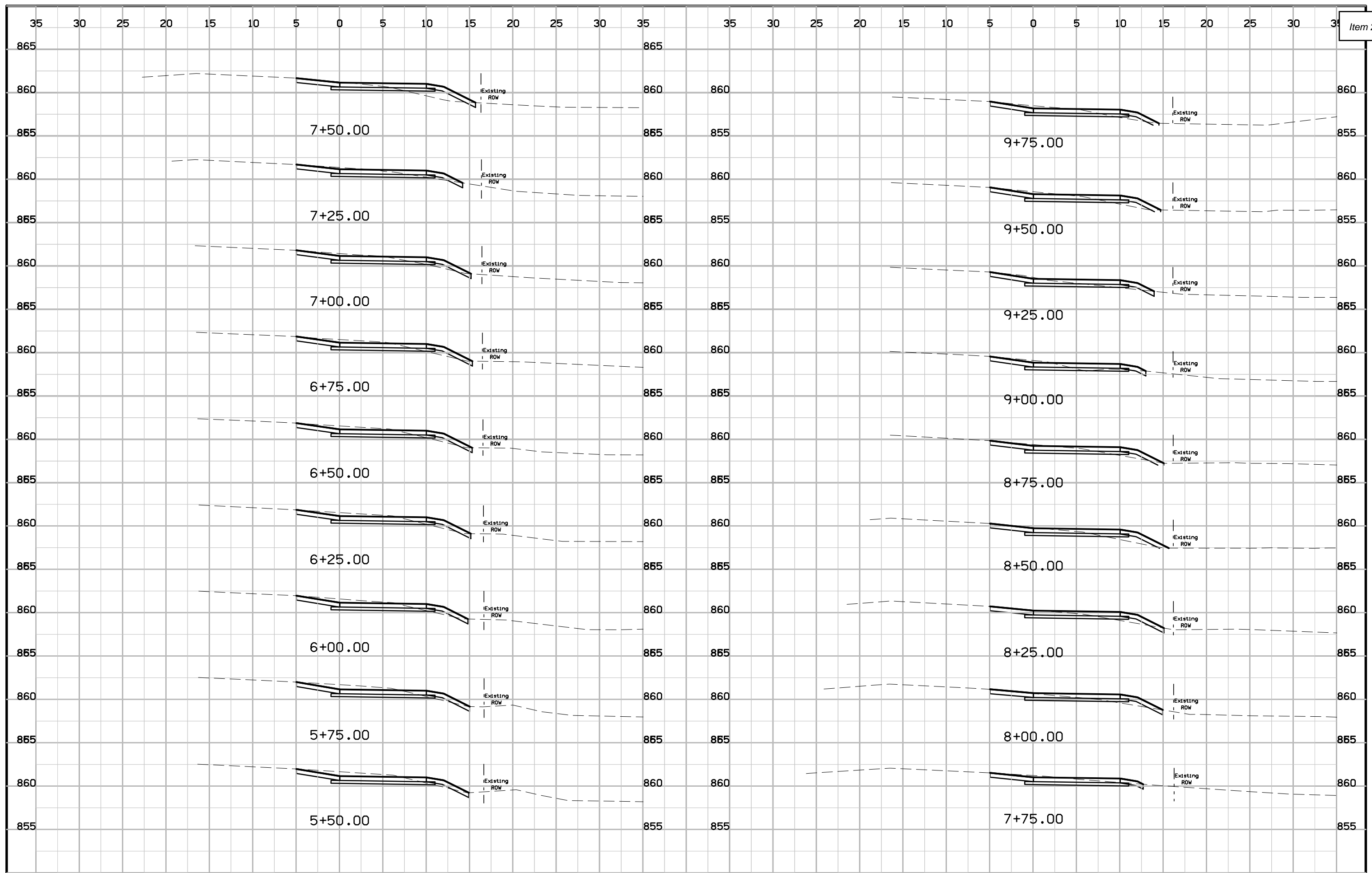
Station	Cut				Fill					Checks (EW-102)		Topsoil				[16]	[17]	[18]	[19]	[20]	[21]	[22]
	[1]	[2]	[3]	[4]	[5]	[6]	[7]	[8]	[9]	[10]	[11]	[12]	[13]	[14]	[15]							
		[1]-[3]		[2]			[5]+[6]	[7]*1.3	[2]-[8]			[6]		[13]*1.4	[12]-[13]							
	Total Cut Unadjusted Volume	Total Class 10 Unadjusted Volume	Topsoil Cut Volume	Total Cut Adjusted	Total Fill Unadjusted Volume	Existing Topsoil Stripping Undercut (+ Fill)	Total Fill Adjusted	Total Fill Adjusted w/ Weighted Average 1.3 Shrink Factor	Total Cut Adjusted Minus Fill w/ Shrink	Approx. Fill Vol. Below 5' & Above 20' w/ Shrink	Approx. Fill Volume Below 3' w/ Shrink	Topsoil Stripping Undercut Volume	Topsoil Placement Undercut Volume	Topsoil Placement With 1.4 Shrink Factor	Topsoil Stripping Minus Topsoil Placement w/Shrink							
18+00.00	13	10	3	10	0	3	3	4	6	0	0	3	3	4	-1							
18+25.00	12	9	3	9	0	3	3	4	5	0	0	3	4	6	-3							
18+50.00	11	8	3	8	0	3	3	4	4	0	0	3	4	6	-3							
18+75.00	11	8	3	8	0	3	3	4	4	0	0	3	4	6	-3							
19+00.00	12	9	3	9	0	3	3	4	5	0	0	3	4	6	-3							
19+25.00	13	9	4	9	0	4	4	5	4	0	0	4	4	6	-2							
19+50.00	13	9	4	9	0	4	4	5	4	0	0	4	5	7	-3							
19+75.00	13	9	4	9	0	4	4	5	4	0	0	4	5	7	-3							
20+00.00	13	8	5	8	1	5	6	8	0	0	0	5	6	8	-3							
20+25.00	12	7	5	7	3	5	8	10	-3	0	0	5	6	8	-3							
20+50.00	13	7	6	7	5	6	11	14	-7	0	0	6	6	8	-2							
20+75.00	13	7	6	7	4	6	10	13	-6	0	0	6	6	8	-2							
21+00.00	13	8	5	8	4	5	9	12	-4	0	0	5	5	7	-2							
21+25.00	14	9	5	9	2	5	7	9	0	0	0	5	5	7	-2							
21+50.00	13	9	4	9	1	4	5	7	3	0	0	4	5	7	-3							
21+75.00	12	8	4	8	1	4	5	7	2	0	0	4	4	6	-2							
22+00.00	11	7	4	7	1	4	5	7	1	0	0	4	4	6	-2							
22+25.00	10	6	4	6	1	4	5	7	-1	0	0	4	4	6	-2							
22+50.00	10	6	4	6	0	4	4	5	1	0	0	4	3	4	0							
22+75.00	10	6	4	6	0	4	4	5	1	0	0	4	3	4	0							
23+00.00	11	7	4	7	0	4	4	5	2	0	0	4	3	4	0							
23+25.00	10	7	3	7	0	3	3	4	3	0	0	3	3	4	-1							
23+50.00	10	6	4	6	0	4	4	5	1	0	0	4	3	4	0							
23+75.00	9	5	4	5	0	4	4	5	0	0	0	4	3	4	0							
24+00.00	9	5	4	5	0	4	4	5	0	0	0	4	3	4	0							
24+25.00	11	6	5	6	1	5	6	8	-2	0	0	5	4	6	-1							
24+50.00	13	9	4	9	0	4	4	5	4	0	0	4	3	4	0							
24+75.00	14	11	3	11	0	3	3	4	7	0	0	3	2	3	0							
25+00.00	13	11	2	11	0	2	2	3	8	0	0	2	1	1	1							
25+25.00	13	10	3	10	0	3	3	4	6	0	0	3	2	3	0							
25+50.00	13	8	5	8	1	5	6	8	0	0	0	5	4	6	-1							
25+75.00	13	7	6	7	2	6	8	10	-3	0	0	6	5	7	-1							
26+00.00	12	7	5	7	1	5	6	8	-1	0	0	5	4	6	-1							
26+25.00	12	8	4	8	0	4	4	5	3	0	0	4	4	6	-2							
26+50.00	12	9	3	9	0	3	3	4	5	0	0	3	4	6	-3							
26+75.00	12	10	2	10	0	2	2	3	7	0	0	2	3	4	-2							
27+00.00	12	10	2	10	0	2	2	3	7	0	0	2	3	4	-2							
27+25.00	12	10	2	10	0	2	2	3	7	0	0	2	3	4	-2							
27+50.00	13	11	2	11	0	2	2	3	8	0	0	2	2	3	-1							
27+75.00	12	10	2	10	0	2	2	3	7	0	0	2	2	3	-1							
28+00.00	11	8	3	8	0	3	3	4	4	0	0	3	3	4	-1							
28+25.00	10	7	3	7	0	3	3	4	3	0	0	3	4	6	-3							
28+50.00	8	5	3	5	1	3	4	5	0	0	0	3	4	6	-3							
28+75.00	8	5	3	5	1	3	4	5	0	0	0	3	4	6	-3							
29+00.00	14	8	6	8	0	6	6	8	0	0	0	6	3	4	2							
29+25.00	17	7	10	7	7	10	17	22	-15	0	0	10	4	6	4							
29+50.00	13	1	12	1	17	12	29	38	-37	0	0	12	5	7	5							
29+75.00	13	1	12	1	19	12	31	40	-39	0	0	12	6	8	4							
30+00.00	13	1	12	1	16	12	28	36	-35	0	0	12	6	8	4							
30+25.00	13	1	12	1	15	12	27	35	-34	0	0	12	6	8	4							
30+50.00	13	1	12	1	14	12	26	34	-33	0	0	12	6	8	4							
30+75.00	13	1	12	1	14	12	26	34	-33	0	0	12	6	8	4							
31+00.00	13	1	12	1	14	12	26	34	-33	0	0	12	6	8	4							
31+25.00	13	1	12	1	14	12	26	34	-33	0	0	12	6	8	4							
31+50.00	15	2	13	2	12	13	25	33	-31	0	0	13	7	10	3							
31+75.00	19	4	15	4	7	15	22	29	-25	0	0	15	9	13	2							
32+00.00	23	10	13	10	1	13	14	18	-8	0	0	13	7	10	3							
32+25.00	22	12	10	12	0	10	10	13	-1	0	0	10	4	6	4							
ML Trail Totals:	1,611	1,044	567	1,044	200	567	767	998	47	0	0	567	533	747	-180							

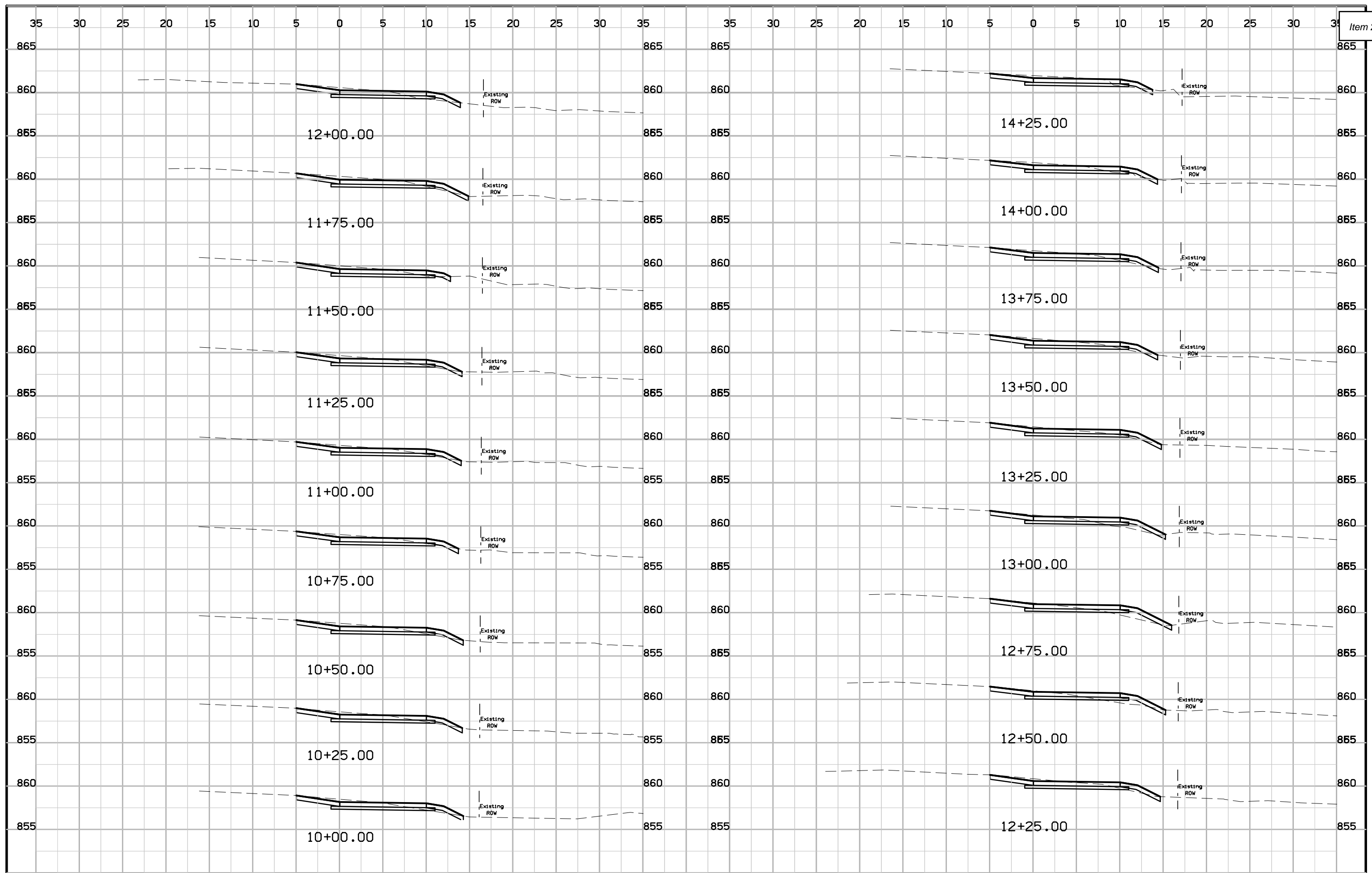
### TABULATION OF TEMPLATE QUANTITIES AND ADJUSTMENTS

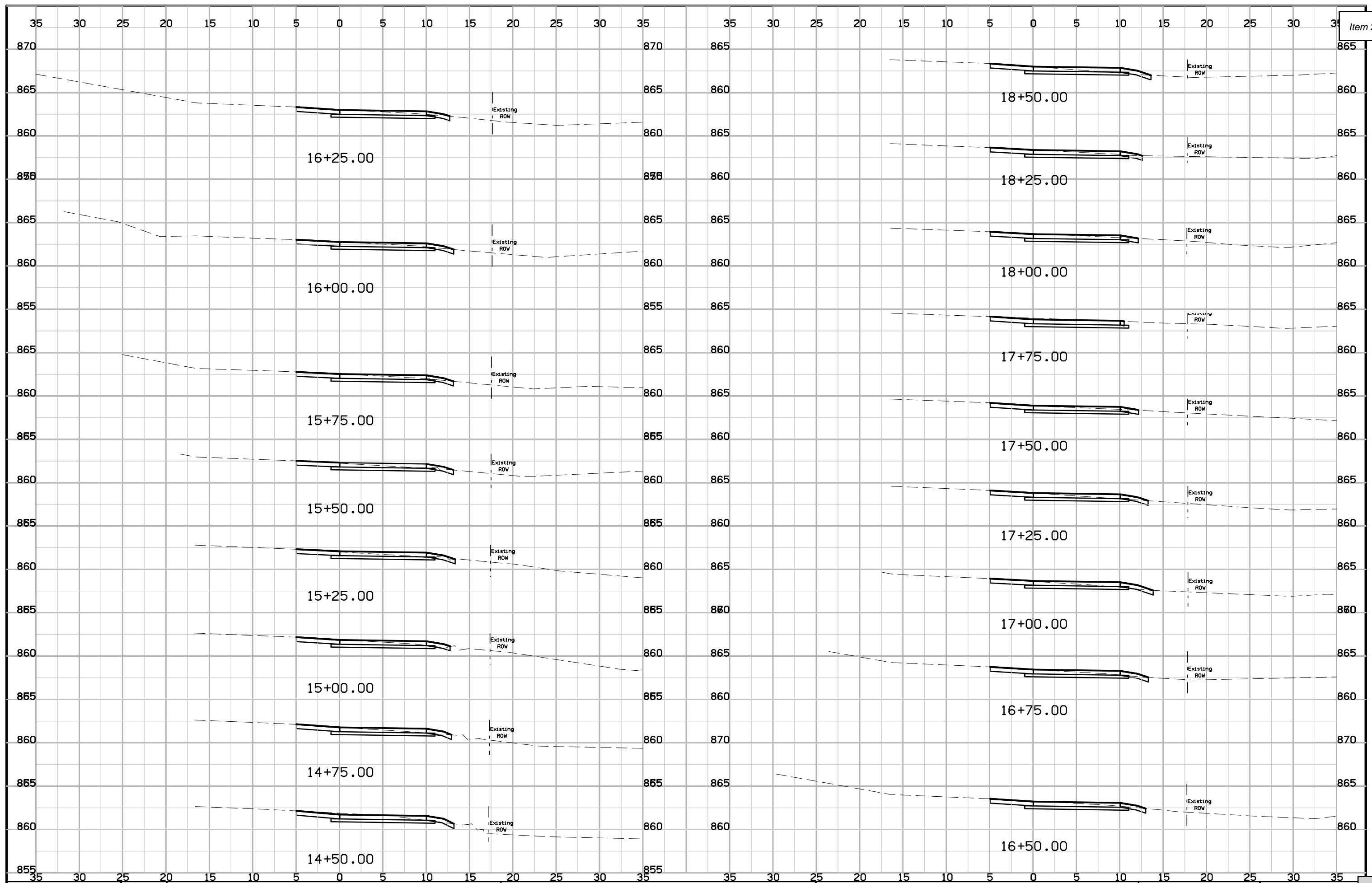
Station	Cut				Fill					Checks (EW-102)		Topsoil				[16]	[17]	[18]	[19]	[20]	[21]	[22]	
	[1]	[2]	[3]	[4]	[5]	[6]	[7]	[8]	[9]	[10]	[11]	[12]	[13]	[14]	[15]								
		[1]-[3]		[2]			[5]+[6]	[7]*1.3	[2]-[8]			[6]		[13]*1.4	[12]-[13]								
	Total Cut Unadjusted Volume	Total Class 10 Unadjusted Volume	Topsoil Cut Volume	Total Cut Adjusted	Total Fill Unadjusted Volume	Existing Topsoil Stripping Undercut (+ Fill)	Total Fill Adjusted	Total Fill Adjusted w/ Weighted Average 1.3 Shrink Factor	Total Cut Adjusted Minus Fill w/ Shrink	Approx. Fill Vol. Below 5' & Above 20' w/ Shrink	Approx. Fill Volume Below 3' w/ Shrink	Topsoil Stripping Undercut Volume	Topsoil Placement Undercut Volume	Topsoil Placement With 1.4 Shrink Factor	Topsoil Stripping Minus Topsoil Placement w/Shrink								
Summary:																							
ML_Trail	1,611	1,044	567	1,044	200	567	767	998	47	0	0	567	533	747	-180								
Project Totals:	1,611	1,044	567	1,044	200	567	767	998	47	0	0	567	533	747	-180								
Excavation Class 10, Roadway and Borrow		1,044 [4]																					
Excavation Class 10, Waste		47 [9]																					
Topsoil, Furnished and Spread		180 [15]																					
Topsoil, Strip, Salvage and Spread		567 [12]																					



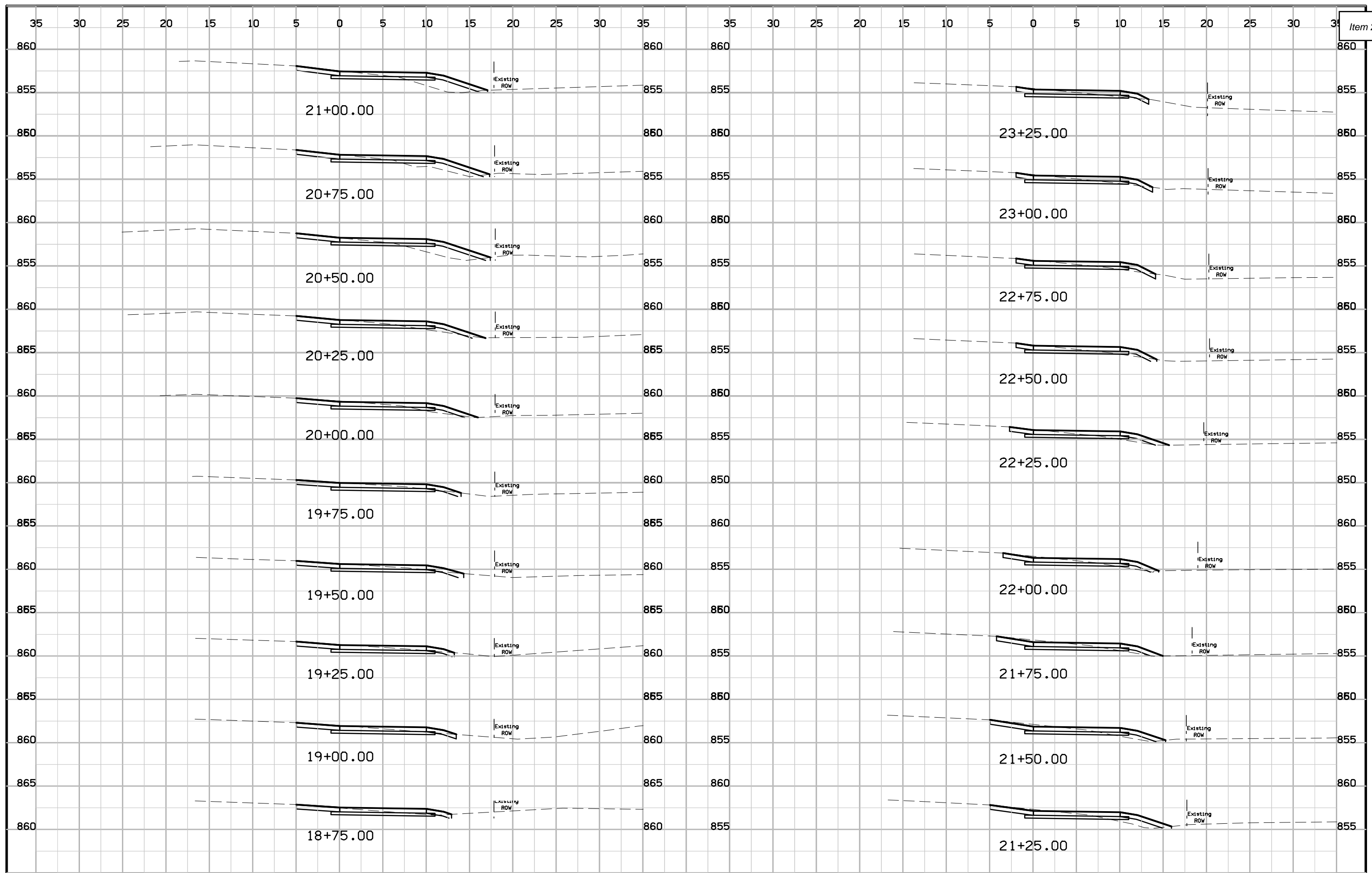
Item 25.

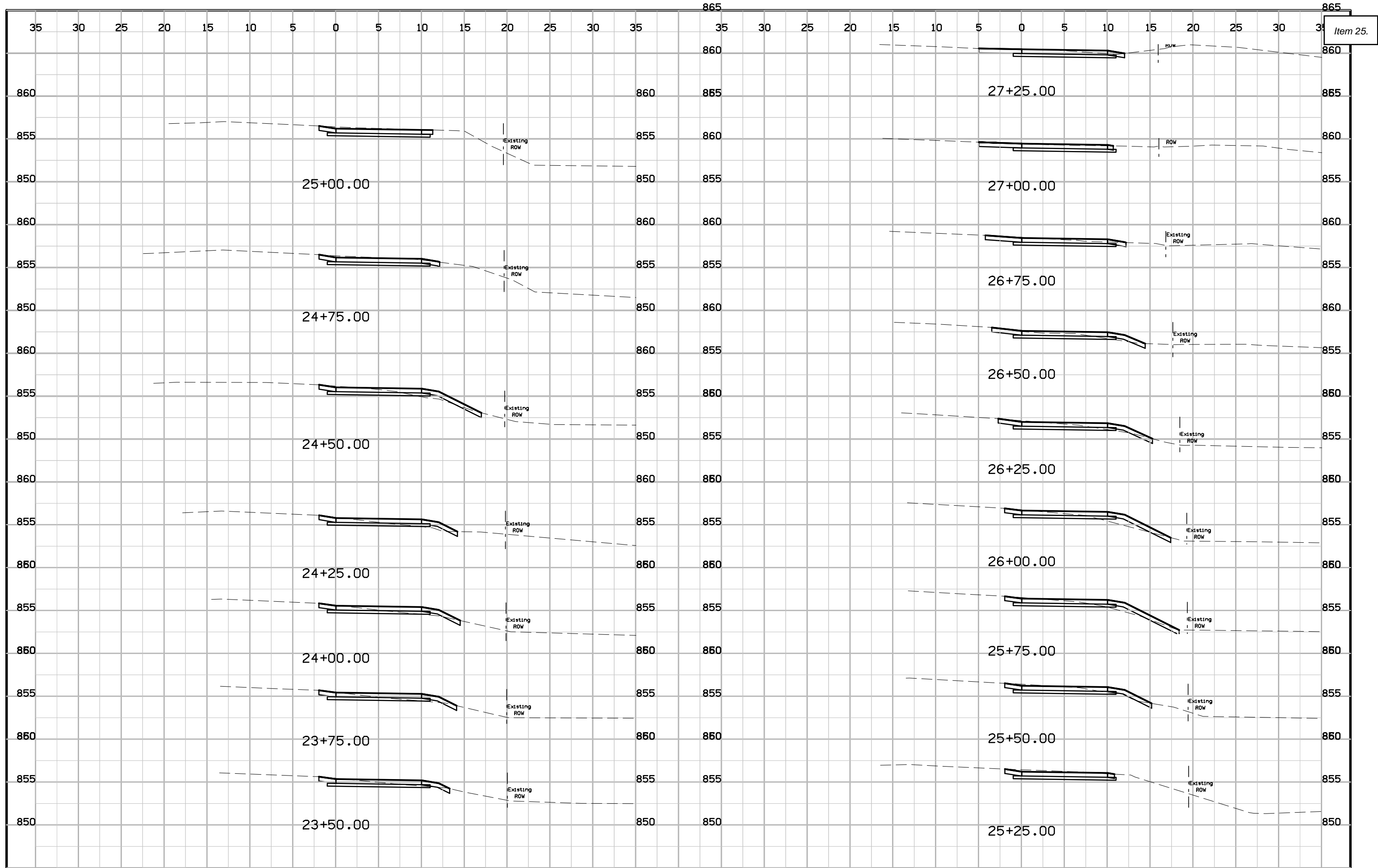




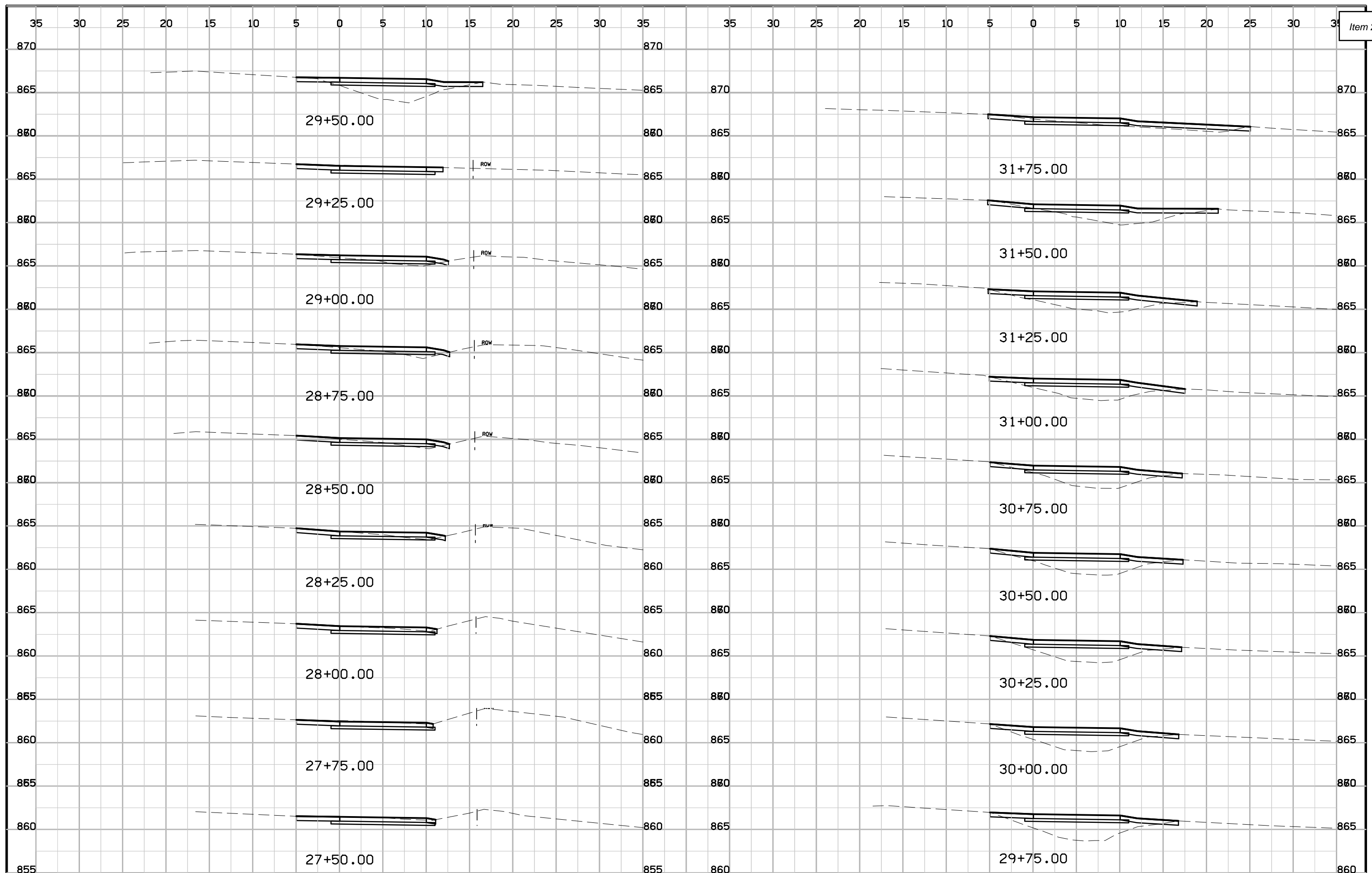


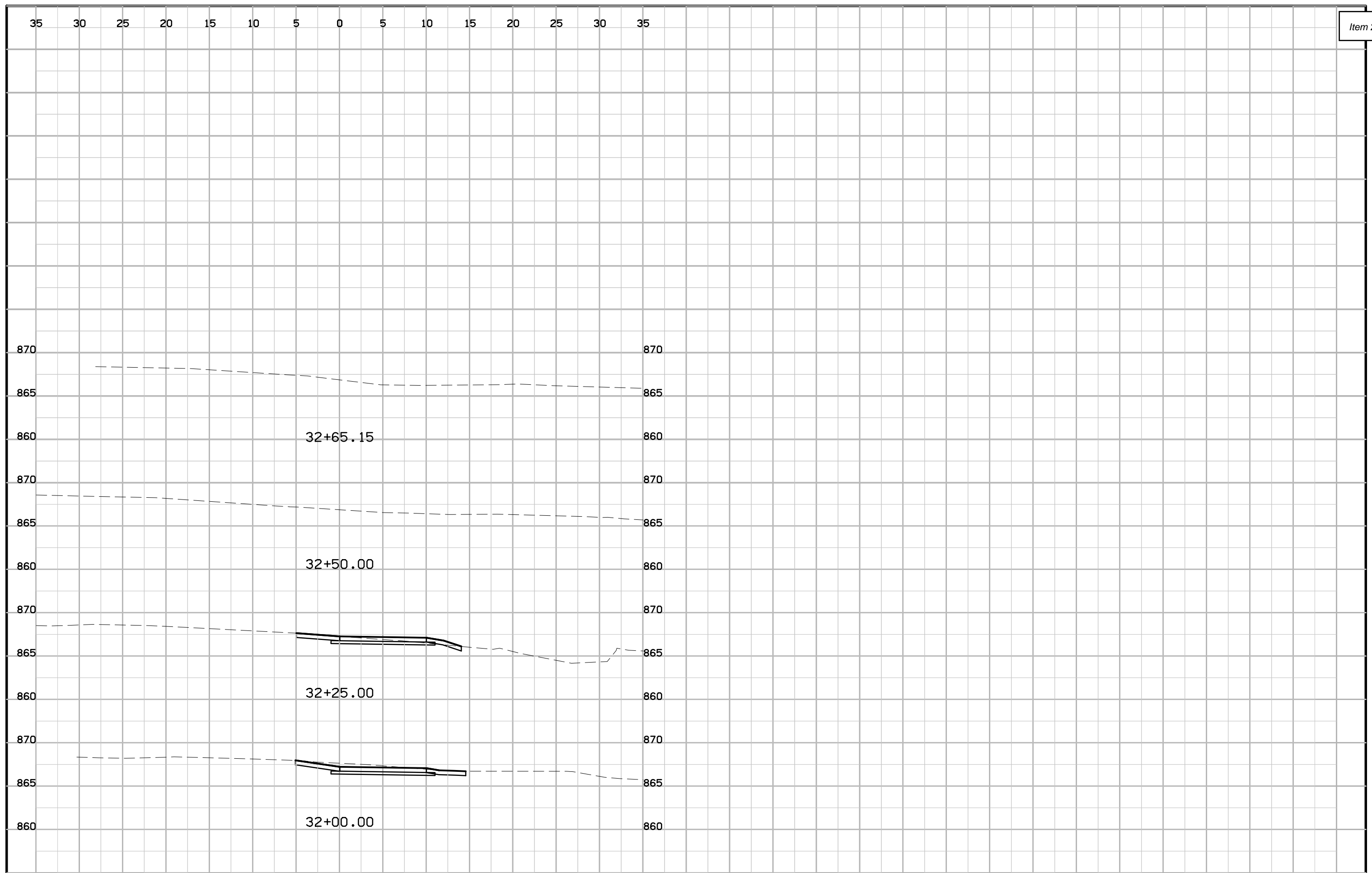






Item 25.





## Lake Street Recreation Trail - Engineer's Estimate of Construction Costs

City Project No. RT-819-3247

TAP-U-1185(655)--81-07

AECOM #60652454

12/14/2021

Line Number	Item Number	Description	Units	Quantity	Estimate	Extended Amount
1	2101-0850002	CLEARING AND GRUBBING	UNIT	28	\$ 80.00	\$ 2,240.00
2	2102-0425070	SPECIAL BACKFILL	TON	1379	\$ 30.00	\$ 41,370.00
3	2102-2710070	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	1044	\$ 7.00	\$ 7,308.00
4	2102-2710090	EXCAVATION, CLASS 10, WASTE	CY	47	\$ 12.00	\$ 564.00
5	2105-8425005	TOPSOIL, FURNISH AND SPREAD	CY	180	\$ 25.00	\$ 4,500.00
6	2105-8425015	TOPSOIL, STRIP, SALVAGE AND SPREAD	CY	567	\$ 12.00	\$ 6,804.00
7	2121-7425010	GRANULAR SHOULDERS, TYPE A	TON	7	\$ 25.50	\$ 178.50
8	2123-7450020	SHOULDER FINISHING, EARTH	STA	63	\$ 200.00	\$ 12,600.00
9	2401-6750001	REMOVALS, AS PER PLAN	LS	1	\$ 500.00	\$ 500.00
10	2503-0200036	REMOVE STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN.	LF	40	\$ 24.00	\$ 960.00
11	2510-6745850	REMOVAL OF PAVEMENT	SY	1.6	\$ 45.00	\$ 72.00
12	2511-0302600	RECREATIONAL TRAIL, PORTLAND CEMENT CONCRETE, 6 IN.	SY	3344.2	\$ 41.00	\$ 137,112.20
13	2511-0310100	SPECIAL COMPACTION OF SUBGRADE FOR RECREATIONAL TRAIL	STA	31.5	\$ 325.00	\$ 10,237.50
14	2511-6745900	REMOVAL OF SIDEWALK	SY	32.8	\$ 4.00	\$ 131.20
15	2511-7528101	DETECTABLE WARNINGS	SF	82	\$ 32.00	\$ 2,624.00
16	2515-2475006	DRIVEWAY, P.C. CONCRETE, 6 IN.	SY	350.7	\$ 45.00	\$ 15,781.50
17	2515-6745600	REMOVAL OF PAVED DRIVEWAY	SY	92.6	\$ 4.00	\$ 370.40
18	2524-6765010	REMOVE AND REINSTALL SIGN AS PER PLAN	EACH	4	\$ 120.00	\$ 480.00
19	2524-9276010	PERFORATED SQUARE STEEL TUBE POSTS	LF	28	\$ 10.00	\$ 280.00
20	2524-9276021	PERFORATED SQUARE STEEL TUBE POST ANCHOR, BREAK-AWAY SOIL INSTALLATION	EACH	4	\$ 150.00	\$ 600.00
21	2526-8285000	CONSTRUCTION SURVEY	LS	1	\$ 7,000.00	\$ 7,000.00
22	2528-2518000	SAFETY CLOSURE	EACH	10	\$ 250.00	\$ 2,500.00
23	2528-8445110	TRAFFIC CONTROL	LS	1	\$ 5,000.00	\$ 5,000.00
24	2528-8445113	FLAGGERS	EACH	5	\$ 560.00	\$ 2,800.00
25	2533-4980005	MOBILIZATION	LS	1	\$ 5,000.00	\$ 5,000.00
26	2601-2634150	MULCHING, WOOD CELLULOSE FIBER	ACRE	0.7	\$ 2,450.00	\$ 1,715.00
27	2601-2636044	SEEDING AND FERTILIZING (URBAN)	ACRE	0.7	\$ 2,000.00	\$ 1,400.00
28	2601-2642120	STABILIZING CROP - SEEDING AND FERTILIZING (URBAN)	ACRE	0.7	\$ 3,000.00	\$ 2,100.00
29	2602-0000312	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 12 IN. DIA.	LF	3020	\$ 4.50	\$ 13,590.00
30	2602-0000351	REMOVAL OF PERIMETER AND SLOPE OR DITCH CHECK SEDIMENT CONTROL DEVICE	LF	3020	\$ 2.00	\$ 6,040.00
31	2602-0010010	MOBILIZATIONS, EROSION CONTROL	EACH	1	\$ 500.00	\$ 500.00
32	2602-0010020	MOBILIZATIONS, EMERGENCY EROSION CONTROL	EACH	1	\$ 840.00	\$ 840.00
					Subtotal	\$ 293,198.30
					Contingency (10%)	\$ 29,319.83
					<b>Total Estimated Costs</b>	<b>\$ 322,518.13</b>



## 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](http://www.cedarfalls.com)

### MEMORANDUM Engineering Division

**TO:** Honorable Mayor Robert M. Green and City Council

**FROM:** Matthew Tolan, EI, Civil Engineer II

**DATE:** February 14, 2022

**SUBJECT:** 2022 CDBG Sanitary Sewer Rehabilitation Project  
 City Project Number: SA-000-3297  
 Request for PS&E Approval

Submitted within for City Council approval are the Plans, Specifications, and Estimate of Costs and Quantities for the 2022 CDBG Sanitary Sewer Rehabilitation Project.

We recommend setting Monday, March 7<sup>th</sup>, 2022 at 7:00 p.m. as the date and time for the public hearing on this project, and Friday, March 11<sup>th</sup>, 2022 at 2:00 p.m. as the date and time for receiving and opening bids. We also request that the Notice to Bidders be published by Friday, February 25<sup>th</sup>, 2022. The Plans and Specifications will be ready for distribution to contractors on Friday, February 25<sup>th</sup>, 2022, allowing for two (2) weeks of review before contract letting.

This project consists of furnishing and installing a cured in place liner within existing 8 and 12 inch diameter sewer lines in selected areas of the city and in accordance with the contract documents. The total project involves approximately 8,209 linear feet and 185 service taps.

The total estimated cost for the construction of this project is \$248,119.50. The project will be funded by Community Development Block Grant (CDBG) and Sewer Rental Funds (SRF).


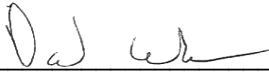
The Engineering Division of the Public Works Department recommends approving the Plans, Specifications, and Estimate of Costs and Quantities for the 2022 CDBG Sanitary Sewer Rehabilitation Project.

xc: David Wicke, PE, City Engineer  
 Chase Schrage, Director of Public Works

# PROJECT SPECIFICATIONS FOR 2022 CDBG SANITARY SEWER REHABILITATION PROJECT

COMMUNITY DEVELOPMENT BLOCK GRANT FUNDED  
PROJECT No. SA-000-3297

Cedar Falls, Iowa

ENGINEER'S CERTIFICATION	
 <p>The seal is circular with a serrated outer edge. The text 'PROFESSIONAL ENGINEER' is written along the top inner edge, and 'LICENSED' is written along the left inner edge. In the center, it reads 'DAVID A. WICKE' and '25684'. At the bottom, it says 'IOWA' with two stars on either side.</p>	<p>I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed professional engineer under the laws of the State of Iowa.</p> <p> Date: <u>2/8/2022</u></p> <p>David A. Wicke, P.E. Iowa License No. 25684 My license renewal date is December 31, 2022</p> <p>Pages or sheets covered by this seal: <u>All</u></p>

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**DIVISION 3 – Standard Specifications**

The City of Cedar Falls has adopted the 2022 Edition of the Iowa “Statewide Urban Design and Specifications” (SUDAS) as the City’s Standard Specification.

This “Standard Specification” is amended by the current City of Cedar Falls’ Supplemental Specifications to the latest edition of the Iowa “Statewide Urban Design and Specifications” (SUDAS).

Links to both documents can be found on the City’s website at:  
[www.cedarfalls.com/designstandards](http://www.cedarfalls.com/designstandards)

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- D. Intake Form (2 pages)
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- F. Labor Standards Questionnaire (Spanish, 2 pages)
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- M. Section 3 New Hire Compliance Report (4 pages)
- N. Contractor Clearance Form (1 Page)
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**NOTICE OF PUBLIC HEARING ON PLANS, SPECIFICATIONS,  
FORM OF CONTRACT, AND ESTIMATE OF COST FOR THE  
2022 CDBG SANITARY SEWER REHABILITATION PROJECT  
IN THE CITY OF CEDAR FALLS, IOWA**

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

Public notice is hereby given that the City Council of the City of Cedar Falls, Iowa, will conduct a Public Hearing on Plans, Specifications, Form of Contract, and Estimate of Cost for the construction of the 2022 CDBG Sanitary Sewer Rehabilitation Project in said City at 7:00 p.m. on the 7<sup>th</sup> day of March, 2022, said meeting to be held at the Community Center, 528 Main Street, Cedar Falls, Iowa.

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

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

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

City of Cedar Falls, Iowa

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

## **NOTICE TO BIDDERS 2022 CDBG SANITARY SEWER REHABILITATION PROJECT IN THE CITY OF CEDAR FALLS, IOWA**

Time and Place of Pre-Bid Meeting: There will NOT be a pre-bid meeting.

Time and Place for Filing Sealed Proposals: Proposals will only be accepted electronically on the Quest CDN website before 2:00pm on the 11<sup>th</sup> day of March, 2022.

Time and Place Sealed Proposals will be Opened and Considered: Sealed proposals will be publicly opened online at 2:00pm on the 11<sup>th</sup> day of March, 2022 at [www.questcdn.com](http://www.questcdn.com), for consideration by the City of Cedar Falls City Council at its meeting at 7:00 PM on the 21<sup>st</sup> day of March, 2022 or at such later time and place as may be fixed. The City of Cedar Falls reserves the right to reject any and all proposals including without limitation, nonconforming, nonresponsive, unbalanced, or conditional bids.

Time for Commencement and Completion of Work: The work under the proposed contract shall commence within ten (10) calendar days after the date set forth in the written Notice to Proceed and shall be performed regularly and diligently throughout the duration of the project. The Contractor shall fully complete the project no later than May 31<sup>st</sup>, 2022. Liquidated damages in the amount of \$1000 per calendar day shall be assessed for each calendar day that work remains uncompleted after the completion date.

Bid Security: Each Form of Proposal shall be accompanied in a separate envelope by a proposal guaranty as defined in Division 1 Section 05. A scanned copy of the Bid Bond must be included with the online bid submitted at [www.questcdn.com](http://www.questcdn.com).

Performance and Payment Bonds: The successful Bidder shall furnish to the City a performance bond in an amount equal to one hundred percent (100%) of the contract price, guaranteeing faithful performance of the contract and guaranteeing the completed project against defective workmanship and materials for a period of two (2) years from and after completion and acceptance by the City. The successful Bidder shall also provide a payment bond in an amount equal to one hundred percent (100%) of the contract price guaranteeing payment of all persons supplying labor and material, or both, in the execution of the work provide for in the contract.

Contract Documents: The contract documents are available at [www.cedarfalls.com/QuestCDN](http://www.cedarfalls.com/QuestCDN) and [www.questCDN.com](http://www.questCDN.com). This contract is QuestCDN project number 8103628. A contractor may view the contract documents at no cost prior to deciding to become a Planholder. To be considered a Planholder for bids, a contractor must register with QuestCDN.com. Registering as a planholder is recommended for all prime contractors and subcontractors as Planholders will receive automatic notice of addenda and other contract document updates via QuestCDN. Contact QuestCDN Customer Support at (952)233-1632 or [info@questcdn.com](mailto:info@questcdn.com) for assistance in membership registration, downloading digital project information and vBid online bid submittal questions. Bids will only be received and accepted via the online electronic bid service through QuestCDN.com. To access the electronic bid form, download the project documents and click on the online bid button at the top of the bid advertisement page. Prospective bidders must be

on the Planholder list through QuestCDN for bids to be accepted.

Downloading electronic contract documents is strongly encouraged, but hard copies of the project documents may be obtained from the City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613 at no cost. Those desiring to obtain hard copies must make an appointment to pick up the documents by calling 319-268-5161 and ask for Haley Habinck. No drop-ins will be allowed.

If any prospective bidder is in doubt as the true meaning of any parts of the contract documents, the bidder may request an interpretation from the Engineer, in writing, through email. Questions received less than five (5) days prior to the date for opening bids may not be answered.

Contact individuals shall be as follows:

Mike Nyman  
Water Reclamation  
220 Clay Street  
Cedar Falls, Iowa  
[mike.nyman@cedarfalls.com](mailto:mike.nyman@cedarfalls.com)

Any interpretation of the contract documents will be made in writing and only by addendum with online notification given to bidders. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Addenda may be issued to clarify, correct or change the contract documents as deemed advisable by the City of Cedar Falls or the Engineer of record.

Preference for Iowa Products and Labor: By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country give or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from the at state or foreign country. The preferences allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

Failure to submit a fully completed Bidder Status Form with the bid may result in the bid being deemed nonresponsive and rejected.

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

Project Description: This work shall consist of furnishing and installing a cured in place liner within existing 8 and 12 inch diameter sewer lines in selected areas of the city and in accordance with the contract documents. Total project involves approximately 8,209 linear feet and 185 service taps. A complete list of sewers to be rehabilitated and TV inspection reports for most lines are available. Contractors may wish to perform their own evaluation prior to the bid.

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

Section 3 language for procurement documents:

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or

knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

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

51% owned by Section 3 residents\*

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

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

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

Businesses that believe they meet the Section 3 criteria are encouraged to register as a Section 3 Business through HUD's website:

<https://portalapps.hud.gov/Sec3BusReg/BRegistry/RegisterBusiness>

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

CITY OF CEDAR FALLS, IOWA

BY: \_\_\_\_\_  
Jacqueline Danielsen, MMC,  
City Clerk

## **DIVISION 1 – Instruction to Bidders**

The work comprising the 2022 CDBG Sanitary Sewer Rehabilitation Project shall be constructed in accordance with the 2022 edition of the Iowa “SUDAS” and as further modified by the current City of Cedar Falls’ Supplemental Specifications and the special provisions included in the contract documents. The terms used in the contract revision of the documents are defined in said Standard Specifications.

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

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

### **01 Definition & Terms**

*Add the following to Standard Specification Section 1010 – 1.03:*

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

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

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

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

Project: 2022 CDBG Sanitary Sewer Rehabilitation Project; Project No. SA-000-3297

### **02 Qualification of the Bidder**

*Add the following to Standard Specification Section 1020 – 1.01:*

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

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

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

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

### **03 Contents of the Proposal Forms**

*Add the following to Standard Specification Section 1020 – 1.02:*

The contract documents are available at [www.cedarfalls.com/QuestCDN](http://www.cedarfalls.com/QuestCDN) and [www.questCDN.com](http://www.questCDN.com). This contract is QuestCDN project number 8103628. A contractor may view the contract documents at no cost prior to deciding to become a Planholder. To be considered a Planholder for bids, a contractor must register with QuestCDN.com. Registering as a planholder is recommended for all prime contractors and subcontractors as Planholders will receive automatic notice of addenda and other contract document updates via QuestCDN. Contact QuestCDN Customer Support at (952)233-1632 or [info@questcdn.com](mailto:info@questcdn.com) for assistance in membership registration, downloading digital project information and vBid online bid submittal questions. Bids will only be received and accepted via the online electronic bid service through QuestCDN.com. To access the electronic bid form, download the project documents and click on the online bid button at the top of the bid advertisement page. Prospective bidders must be on the Planholder list through QuestCDN for bids to be accepted.

Plans, specifications, and proposal forms have been approved by the City Council and are now on file for public examination in the office of the City Clerk. Hard copies of the project documents may be obtained from the City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613 at no cost. Those desiring to obtain hard copies must make an appointment to pick up the documents by calling 319-268-5161 and ask for Haley Habinck. No drop-ins will be allowed.

### **04 Taxes**

*Add the following to Standard Specification Section 1020 – 1.08:*

Contractors and approved subcontractors will be provided a Sales Tax Exemption Certification to purchase building materials, supplies or equipment in the performance of this project.



Products utilized in the construction of this project will be exempt from tax as provided by Code of Iowa Sections 423.2 and 423.45.

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

*Add the following to Standard Specification Section 1020 – 1.12:*

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

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

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

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

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

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

To: City Clerk  
City of Cedar Falls  
City Hall

220 Clay Street  
 Cedar Falls, Iowa 50613  
 Proposal for: 2022 CDBG Sanitary Sewer Rehabilitation Project  
 Project No. SA-000-3297

**FORM OF PROPOSAL  
 2022 CDBG SANITARY SEWER REHABILITATION PROJECT  
 CITY OF CEDAR FALLS, IOWA  
 PROJECT NO. SA-000-3297**

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

The undersigned hereby certifies that \_\_\_\_\_ have personally and carefully examined the specifications, general conditions, and form of contract annexed hereto. Having made such examination, the undersigned hereby proposes to construct the improvements for the 2022 CDBG SANITARY SEWER REHABILITATION PROJECT in accordance with the plans and specifications on file in the office of the City Clerk, the published Notice to Bidders and the Form of Contract, herewith, complying with all the laws of the State of Iowa, and the Rules, Regulations and Ordinances of the City of Cedar Falls, and to the satisfaction of the City Council of the City of Cedar Falls, Iowa, including the guaranteeing of this Project for a period of two (2) years from the date of final acceptance thereof at the following prices, to-wit:

Item No.	Item Code	Description	Item Quantity and Units	Unit Price		Amount	
				Dollars	Cents	Dollars	Cents
1	4050-C-1	Pipe Lining, 8 Inch	7,111 Linear Feet				
2	4050-C-1	Pipe Lining, 12 Inch	1,098 Linear Feet				
3	4050-C-2	Building Sanitary Sewer Service Reconnection	185 Each				
4	4050-F-4	Injection Grouting of Service Connections	185 Each				
5	11,020-A	Mobilization	1 LS				
			Total Bid				

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

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

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

Bid Security in the sum of \_\_\_\_\_ in the form of \_\_\_\_\_, is submitted herewith in accordance with the Instructions to Bidders.

The bidder is prepared to submit a financial and experience statement upon request.

The bidder has received the following Addendum or Addenda:

Addendum No.	_____	Date	_____
Addendum No.	_____	Date	_____
Addendum No.	_____	Date	_____

The bidder has filled in all blanks on this Proposal.

Note: The Penalty for making false statements in offers is prescribed in 18 U.S.A., Section 1001.

Name of bidder

\_\_\_\_\_

By \_\_\_\_\_

Official Address \_\_\_\_\_

Title \_\_\_\_\_

**BID BOND**  
**PROJECT NO. SA-000-3297**

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_  
\_\_\_\_\_, as Principal, and \_\_\_\_\_  
as Surety are held and firmly bound unto the City of Cedar Falls, Iowa, as Obligee, hereinafter called "OBLIGEE," In  
the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) lawful money of the  
United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, executors,  
administrators, and successors, jointly and severally, firmly by these presents. Whereas the Principal has submitted  
the accompanying bid dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for  
\_\_\_\_\_  
\_\_\_\_\_.

NOW THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the form specified and shall furnish a bond for the faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

By virtue of statutory authority, the full amount of this bid bond shall be forfeited to the Obligee in liquidation of damages sustained in the event that the Principal fails to execute the contract and provide the bond as provided in the specifications or by law.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such Bid or execute such contract; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations, have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_\_.

\_\_\_\_\_  
Principal (Seal)

\_\_\_\_\_  
Witness By \_\_\_\_\_ (Title)

\_\_\_\_\_  
Surety (Seal)

\_\_\_\_\_  
Witness By \_\_\_\_\_ Attorney-in-fact

**Bidder Status Form**

**To be completed by all bidders**

**Part A**

Please answer "Yes" or "No" for each of the following:

- Yes  No My company is authorized to transact business in Iowa.  
*(To help you determine if your company is authorized, please review the worksheet on the next page).*
- Yes  No My company has an office to transact business in Iowa.
- Yes  No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.
- Yes  No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.
- Yes  No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a nonresident bidder. Please complete Parts C and D of this form.

**To be completed by resident bidders**

**Part B**

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_ Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_

Dates: \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_ Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_

Dates: \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_ Address: \_\_\_\_\_  
You may attach additional sheet(s) if needed. City, State, Zip: \_\_\_\_\_

**To be completed by non-resident bidders**

**Part C**

1. Name of home state or foreign country reported to the Iowa Secretary of State:  
\_\_\_\_\_
2. Does your company's home state or foreign country offer preferences to bidders who are residents?  Yes  No
3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.  
\_\_\_\_\_  
\_\_\_\_\_

*You may attach additional sheet(s) if needed.*

**To be completed by all bidders**

**Part D**

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Firm Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**You must submit the completed form to the governmental body requesting bids per 875 Iowa Administrative Code Chapter 156.**

**This form has been approved by the Iowa Labor Commissioner.**

309-6001 02-14

## Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

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

**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**  
**PROJECT NO. SA-000-3297**

STATE OF \_\_\_\_\_ ss  
COUNTY OF \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that:

(1) We are \_\_\_\_\_ of \_\_\_\_\_  
(owner, partner, officer, representative, or agent)

\_\_\_\_\_, the Bidder that has submitted the attached bid:

(2) We are fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid:

(3) Such bid is genuine and is not a collusive or sham bid:

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or, to fix any overhead, profit or cost element of the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Cedar Falls, Iowa, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached bid are fair and proper and are not tainted by a collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Title

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Title

My Commission expires \_\_\_\_\_.

## FORM OF CONTRACT

This Contract entered into in quadruplicate at Cedar Falls, Iowa, this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the City of Cedar Falls, Iowa, hereinafter called the Owner, and \_\_\_\_\_ of \_\_\_\_\_, hereinafter called the Contractor.

WITNESSETH:

The Contractor hereby agrees to furnish all labor, tools, materials, and equipment and construct the public improvement consisting of: 2022 CDBG SANITARY SEWER REHABILITATION PROJECT; PROJECT NO. SA-000-3297 all in the City of Cedar Falls, Iowa, ordered to be constructed by the City Council of the City of Cedar Falls, Iowa, by Resolution duly passed on the 21<sup>st</sup> day of February, 2022 and shown and described in the Plans and Specifications therefore now on file with the City Clerk of said City.

Said improvement shall be constructed strictly in accordance with said Plans and Specifications.

The following parts of the Plans and Specifications for said 2022 CDBG SANITARY SEWER REHABILITATION PROJECT attached hereto shall be made a part of this contract as fully as though set out herein verbatim:

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



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

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

In Witness whereof, this Contract has been executed in quadruplicate on the date first herein written.

\_\_\_\_\_  
Contractor

CITY OF CEDAR FALLS, IOWA

By \_\_\_\_\_  
Robert Green, Mayor City of Cedar Falls

Attest: \_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

## **DIVISION 2 – Special Provisions**

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

### **01 Award of Contract**

*Add the following to Standard Specification Section 1030 – 1.03:*

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

### **02 Availability of Site**

*Add the following to Standard Specification Section 1050 – 1.04:*

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

- 1) Public Works garbage collection operations
- 2) Street Restoration - 2022
- 3) Street Reconstruction – 2022
- 4) Cedar Falls Util. Co. electrical, communications, gas & water main projects
- 5) 2022 Public Sidewalk & Patching Project
- 6) College Hill Arts Festival – June 17 thru 18, 2022
- 7) Sturgis Falls Celebration – June 24 thru 26, 2022

### **03 Subletting or Assignment of Contract**

*Add the following to Standard Specification Section 1080 – 1.01:*

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

#### **04 Contract Time**

*Add the following to Standard Specification Section 1080 – 1.02:*

The work under the proposed contract shall commence within ten (10) calendar weeks after the date set forth in the written Notice to Proceed and shall be performed regularly and diligently throughout the duration of the project. There is no specified number of allotted working days for this contract; however, much of this work is in conjunction with street reconstruction or resurfacing. To minimize conflicts, and avoid encountering a situation that may require a possible spot repair under a newly laid street, Contractor should plan to finish by May 31<sup>st</sup>, 2022.

Liquidated damages in the amount of \$1000 per calendar day shall be assessed for each calendar day that work remains uncompleted after May 31<sup>st</sup>, 2022.

#### **05 Weekly Record of Working Days**

*Add the following to Standard Specification Section 1080 – 1.06:*

Work shall not begin before 7:00 a.m. and shall stop at sunset. Work on Sundays and Holiday's shall only be allowed after prior written approval by the Engineer.

#### **06 Liquidated Damages**

*Add the following to The SUDAS Standard Specifications Section 1080 – 1.12:*

Liquidated damages in the amount of eight hundred (\$1000.00) dollars per calendar day will be assessed for work not completed within the designated contract term as described in the Notice to Proceed.

#### **07 Progress Payments**

*Add the following to Standard Specification Section 1090 – 1.01:*

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

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

Before final payment is made, the Contractor shall furnish vouchers showing that all subcontractors and all persons furnishing labor and materials have been fully paid for such materials and labor and that the City may retain ten (10) percent of the project cost from

the last payment for a period of ninety (90) calendar days following such completion and approval, unless satisfied that material and laborers have been paid for in full.

## **08 Pollution Prevention Plan**

### 1. Project Description

This work shall consist furnishing and installing a cured in place liner within existing 8 and 12 inch diameter sewer lines in selected areas of the city and in accordance with the contract documents. Total project involves approximately 8,209 feet and 185 service taps. This project encompasses multiple locations within the city.

### 2. Erosion and Sediment Controls

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

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

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

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

### 3. Certification Statement

#### **N.P.D.E.S. CERTIFICATION**

The contractor certifies under penalty of law that they understand the terms and conditions of the general National Pollutant Discharge Elimination System (NPDES) permit that authorizes the storm water discharges associated with industrial activity from the construction site as part of this certification. Further, by signing and entering into contract for this work, the contractor understands that they are becoming a co-permittee, along with the owner(s) and other contractors and subcontractors, to the Iowa Department of Natural Resources NPDES General Permit No. 2 for "Storm Water Discharge Associated with

Industrial Activity for Construction Activities” at the identified site. As co-permittee, the contractor understands that they and their company are legally required under the Clean Water Act and the Code of Iowa, to ensure compliance with the terms and conditions of the Storm Pollution Prevention Plan developed under this NPDES permit and the terms of this NPDES permit.

## **09 METHOD OF MEASUREMENT**

The Engineer will measure the items of work that have been acceptably constructed as specified in the contract documents for the 2022 CDBG SANITARY SEWER REHABILITATION PROJECT in accordance with the 2022 edition of the Iowa “Statewide Urban Design and Specifications” (SUDAS) for public improvements and as further modified by the current City of Cedar Falls’ Supplemental Specifications, except as amended or supplemented as follows:

### Item No. 4 – Grouting Service Laterals

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

## **10 BASIS OF PAYMENT**

Payment for the items listed in the Method of Measurement will be determined by multiplying the item quantity (as determined in the Method of Measurement) by the unit price as bid on the proposal form in accordance with the 2022 edition of the Iowa “STATEWIDE URBAN DESIGN AND SPECIFICATIONS” (SUDAS) as amended by the current City of Cedar Falls’ Supplemental Specifications to the latest edition of the Iowa “STATEWIDE URBAN DESIGN AND SPECIFICATIONS” (SUDAS), except as amended or supplemented as follows:

### Item No. 4 – Grouting Service Laterals

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

## DIVISION 4 - SUPPLEMENTAL PLANS AND SPECIFICATIONS

All work shall be constructed as specified in the Contract documents for the 2022 CDBG SANITARY SEWER REHABILITATION PROJECT in accordance with the 2022 Edition of the Iowa "STATEWIDE URBAN DESIGN AND SPECIFICATIONS" (SUDAS) as amended by the current City of Cedar Falls' Supplemental Specifications to the latest edition of the Iowa "STATEWIDE URBAN DESIGN AND SPECIFICATIONS" (SUDAS), except as amended or supplemented as follows:

### **Item No. 1-2 – Pipe Lining, 8 Inch and 12 Inch**

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

Resin-Impregnated Tube for Cured-in-place pipe (CIPP) Lining shall be used per SUDAS Section 4050 3.03.

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

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

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

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

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

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

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

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

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

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

### **Item No. 3 – Building Sanitary Sewer Service Reconnection**

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

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

**Item No. 4 – Injection Grouting of Service Connections**

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

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

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

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

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

**Item No. 5 – Mobilization**

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



## FY 2022 Rehabilitation (Lining) List

(In Alphabetical Order by size)

Video ID#	Street	Length	Taps	Description	Line Size (in)
1	Bluff	215	9	700 Blk, MH 578 () to MH 576 ()	8
2	Delta	305	5	1200 Blk, MH 3688 () to MH 1887 (9'4")	8
3	Franklin	252	7	2100 Blk, MH 851 () to MH 421 ()	8
4	Franklin	85	4	2100 Blk, MH 421 () to MH 420 ()	8
5	Four Winds	20	0	1700 Blk, Four Winds MH 3984 (7'10") to MH 2642 (7'11")	8
6	Four Winds	196	2	1800 Blk, MH 2640 (8'2") to MH 3984 (7'10")	8
7	Four Winds	265	3	1900 Blk, MH 2641 (9'7") to MH 2640 (8'2")	8
8	Homeway	253	6	3100 Blk, MH 3091 (7'11") to MH 2752 (8'5")	8
9	Homeway	211	4	3200 Blk, MH 2752 (8'5") to MH 3092 (8'11")	8
10	Olive	312	7	1800 Blk, MH 2839 () to MH 2840 ()	8
11	State	332	16	800 Blk, MH 574 () to MH 3122 ()	8
12	State	334	12	1000 Blk, MH 2788 (8'9") to MH 2789 (9'4")	8
13	Tremont	334	9	300 Blk, MH 776 (8'4") to MH ()	8
14	Tremont	339	5	2300 Blk, MH 2852 (8'7") to MH 2883 (8'4")	8
15	Walnut	292	8	2100 Blk, MH 416 (7'8") to MH 2886 (7'3")	8
16	Walnut	290	8	2300 Blk, MH 2774 () to MH 402 (9'4")	8
17	Washington	330	7	600 Blk, MH 2880 (11'9") to MH 391 (9'5"), 2021 PMP	8
18	Washington	329	8	900 Blk, MH 886 (8'6") to MH 2790 (10'6")	8
19	Washington	378	11	1100 Blk, MH 185 (9'9") to MH 184 (8'10")	8
20	Washington	395	9	2100 Blk, MH 2902 to MH 3114 ()	8
21	West 3rd	330	10	1300 Blk, MH 497 () to MH 707 ()	8
22	West 3rd	333	8	1400 Blk, MH 137 () to MH 497 ()	8
23	West 3rd	331	7	1500 Blk, MH 536 (9'4") to MH 137 (10'2")	8
24	West 3rd	186	5	1600 Blk, MH 1276 () to MH 536 ()	8
25	West 4th	263	4	1500 Blk, MH 1233 () to MH 1232 ()	8

26	West 4th	201	9	1600 Blk, MH 1278 () to MH 1233 ()	8
27	Lilac	51	0	1200 Blk, MH 56 () to MH 54 ()	12
28	Lilac	173	2	1200 Blk, MH 1115 () to MH 56 ()	12
29	Lilac	195	?	1300 Blk, MH 2457 () to MH 1115 (), Backyards	12
30	5th (East)	46	0	100 Blk, MH 385 () to MH 384, Under Railroad	12
31	5th (East)	318	0	100 Blk, MH 390 () to MH 385 (), Near Railroad, 2022 PMP	12
32	5th (West)	315	0	100 Blk, MH 392 () to MH 390 (), Near Railroad, 2022 PMP	12

## **DIVISION 5 – CDBG FUNDING REQUIRED PROVISIONS**

See Following Pages:

- A. Wage Determination (7 pages)
- B. Required Federal Contract Language for CDBG Funded Contracts (12 pages)
- C. Payroll Form (2 pages)
- D. Intake Form (2 pages)
- E. Labor Standards Questionnaire (English, 2 pages)
- F. Labor Standards Questionnaire (Spanish, 2 pages)
- G. Online Employee Questionnaire (2 pages)
- H. Record of Employee Interview (English, 1 page)
- I. Record of Employee Interview (Spanish, 1 page)
- J. Intent to Comply with Section 3 (2 pages)
- K. Section 3 Employee Interviews (1 page)
- L. Section 3 Business Certification (2 pages)
- M. Section 3 New Hire Compliance Report (4 pages)
- N. Contractor Clearance Form (1 Page)
- O. Project Sign Board (1 Page)

"General Decision Number: IA20220081 01/07/2022

Superseded General Decision Number: IA20210081

State: Iowa

Construction Types: Heavy and Highway

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

#### HIGHWAY CONSTRUCTION PROJECTS and HEAVY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022, Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022, Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number      Publication Date  
 0                              01/07/2022

SUIA2021-001 10/18/2017

	Rates	Fringes
<b>Carpenter &amp; Piledrivermen</b>		
ZONE 1.....	\$ 29.27	14.58
ZONE 2.....	\$ 27.48	14.73
ZONE 3.....	\$ 27.48	14.73
ZONE 4.....	\$ 26.85	12.30
ZONE 5**.....	\$ 25.75	10.70
<b>CONCRETE FINISHER</b>		
ZONE 1.....	\$ 29.05	7.60
ZONE 2.....	\$ 29.05	7.60
ZONE 3.....	\$ 29.05	7.60
ZONE 4.....	\$ 25.95	6.95
ZONE 5.....	\$ 24.90	6.95
<b>ELECTRICIAN (STREET AND HIGHWAY LIGHTING AND TRAFFIC SIGNALS)</b>		
ZONE 1, 2, AND 3.....	\$ 30.40	9.80
ZONE 4.....	\$ 29.10	8.80
ZONE 5.....	\$ 26.95	7.80
<b>IRONWORKER (SETTING OF STRUCTURAL STEEL)</b>		
ZONE 1.....	\$ 32.25	11.60
ZONE 2.....	\$ 30.16	12.05
ZONE 3.....	\$ 30.16	12.05
ZONE 4.....	\$ 28.00	11.15
ZONE 5**.....	\$ 26.15	10.30
<b>LABORER</b>		
ZONE 1, 2 AND 3		
GROUP A.....	\$ 24.08	10.65
GROUP AA.....	\$ 26.46	10.65
GROUP B.....	\$ 22.23	10.65
GROUP C.....	\$ 19.15	10.65
ZONE 4		
GROUP A.....	\$ 21.37	9.83
GROUP B.....	\$ 20.05	9.83
GROUP C.....	\$ 17.17	9.83
ZONE 5		
GROUP A.....	\$ 21.77	8.38
GROUP B.....	\$ 19.27	8.38
GROUP C.....	\$ 18.42	8.38
<b>POWER EQUIPMENT OPERATOR</b>		
ZONE 1		
GROUP A.....	\$ 33.25	15.50
GROUP B.....	\$ 31.70	15.50
GROUP C.....	\$ 29.20	15.50
GROUP D.....	\$ 29.20	15.50
ZONE 2		
GROUP A.....	\$ 32.55	15.50
GROUP B.....	\$ 30.95	15.50
GROUP C.....	\$ 28.40	15.50
GROUP D.....	\$ 28.40	15.50
ZONE 3		
GROUP A.....	\$ 30.45	25.90
GROUP B.....	\$ 28.65	25.90

GROUP C.....	\$ 27.65	25.90
GROUP D.....	\$ 27.65	25.90
ZONE 4		
GROUP A.....	\$ 31.35	13.85
GROUP B.....	\$ 30.21	13.85
GROUP C.....	\$ 28.13	13.85
GROUP D.....	\$ 28.13	13.85
ZONE 5		
GROUP A.....	\$ 28.52	11.50
GROUP B.....	\$ 27.48	11.50
GROUP C.....	\$ 25.75	11.50
GROUP D.....	\$ 24.75	11.50

TRUCK DRIVER (AND PAVEMENT MARKING DRIVER/SWITCHPERSON)

ZONE 1.....	\$ 25.25	11.45
ZONE 2		
.....	\$ 25.25	11.45
ZONE 3.....	\$ 25.25	11.45
ZONE 4.....	\$ 25.00	7.50
ZONE 5		
.....	\$ 23.05	7.50

ZONE DEFINITIONS

- ZONE 1 The Counties of Polk, Warren, and Dallas for all Crafts, and Linn County Carpenters only.
- ZONE 2 The Counties of Dubuque for all Crafts and Linn County for all Crafts except Carpenters.
- ZONE 3 The Cities of Burlington (including West Burlington), Clinton, Fort Madison, Keokuk, and Middleton (including the Iowa Army Ammunition Plant) and Muscatine (and abutting municipalities of any such cities).
- ZONE 4 Story, Black Hawk, Cedar, Jasper, Jones, Jackson, Louisa, Madison, and Marion Counties; Clinton County (except the City of Clinton), Johnson County, Muscatine County (except the City of Muscatine), the City of Council Bluffs, Lee County and Des Moines County.
- ZONE 5 All areas of the state not listed above.

LABORER CLASSIFICATIONS - ALL ZONES

GROUP AA - {Skilled pipelayer (sewer, water and conduits) and tunnel laborers; asbestos abatement worker} (Zones 1, 2 and 3).

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

GROUP B - Air, gas, electric tool operator; barco hammer; carpenter tender; caulker; chain sawman; compressor (under 400 cfm); concrete finisher tender; concrete processing materials and monitors; cutting torch on demolition; drill tender; dumpmen; electric drills; fence erectors; form line expansion joint assembler; form tamper; general laborer; grade checker; handling and placing metal mesh, dowel bars, reinforcing bars and chairs; hot asphalt laborer; installing temporary traffic control devices; jackhammerman; mechanical grouter; painter (all except strippers); paving breaker; planting trees, shrubs and

flowers; power broom (not self-propelled); power buggyman; rakers; rodman (tying reinforcing steel); sandblaster; seeding and mulching; sewer utility topman/bottom man; spaders; stressor or stretcherman on pre or post tensioned concrete; stringman on re/surfacing/no grade control; swinging stage, tagline, or block and tackle; tampers; timberman; tool room men and checkers; tree climber; tree groundman; underpinning and shoring caissons over twelve feet deep; vibrators; walk behind trencher; walk behind paint stripers; walk behind vibrating compactor; water pumps (under three inch); work from bosun chair.

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

#### POWER EQUIPMENT OPERATOR CLASSIFICATIONS - ALL ZONES

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

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

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

GROUP D - Boiler; compressor; cure and texture machine; dow box; farm type or utility tractor (under 75 hp.) pulling disk, roller or other attachments; group greaser tender; light plants; mechanic tender; mechanical broom; mechanical heaters; oiler; pumps (under three inch diameter); tree chipping machine; truck crane driver/oiler.

\*\* CARPENTERS AND PILEDRIVERMEN, or IRONWORKERS (ZONE 5)  
Setting of structural steel; any welding incidental to bridge

or culvert construction; setting concrete beams.

\* ADDED CRAFT - SIGN ERECTOR

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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

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

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

#### Union Rate Identifiers

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

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



this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

#### Union Average Rate Identifiers

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

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

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Division National Office Branch of Wage Surveys. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

Branch of Construction Wage Determinations

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

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

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

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

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

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

**Required Federal Contract Language**  
**For**  
**Community Development Block Grant (CDBG) Funded Contracts**

## Federal Labor Standards Provisions

### Applicability

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

**A.1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

**(ii)(a)** Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

**(1)**The work to be performed by the classification requested is not performed by a classification in the wage determination; and

**(2)**The classification is utilized in the area by the construction industry; and

**(3)**The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

**(b)**If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

**(c)**In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**(d)**The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

**(iii)**Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

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

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

**(ii) (a)** The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

**(b)** Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

**(1)** That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

**(2)** That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no

deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

**(3)** That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

**(c)** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

**(d)** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

**(iii)** The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **4. Apprentices and Trainees.**

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

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

**(ii) Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and

Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(iii) Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(ii)** No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(iii)** The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of... influencing in any way the action of such Administration... makes, utters or publishes any statement knowing the same to be false... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

**(3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

**(1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

**(2)** The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

**(3)** The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.



## **REQUIRED CONTRACT LANGUAGE**

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

### **ALL CONTRACTS**

#### **1. Access and Maintenance of Records**

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

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

#### **2. Civil Rights**

The Contractor must comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (P.L. 88-352).  
*States that no person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the basis of race, color, or national origin.*
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended.
- Iowa Civil Rights Act of 1965.  
*This Act mirrors the Federal Civil Rights Act.*
- Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309).  
*Provides that no person shall be excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of race, color, national origin, sex, age, or handicap under any program or activity funded in part or in whole under Title I of the Act.*
- The Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.)  
*Provides that no person on the basis of age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.*
- Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794).  
*Provides that no otherwise qualified individual shall solely by reason of his/her handicap be excluded from participation in, be denied the benefits of, or be discriminated against under any program or*

*activity receiving Federal financial assistance.*

- Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213)  
*Provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.*
- Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).  
*Provides to the greatest extent feasible, that training and employment opportunities be made available to lower-income residents of project areas and that contracts be awarded to small businesses located within the project area or owned in substantial part by project area residents.*
- Federal Executive Order 11246, as amended by Executive Order 11375.  
*Provides that no one be discriminated in employment.*
- Federal Executive Order 11063, as amended by Executive Order 12259.

### **3. Termination Clause**

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

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

### **4. Certification regarding government-wide restriction on lobbying.**

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

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

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

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

## 5. Lead-Safe Housing Regulations (As applicable)

24 CFR Part 35 et. al.

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

### 6. Standards and Policies Relating to Energy Efficiency

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

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

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

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

## **ALL CONTRACTS IN EXCESS OF \$10,000**

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

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

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

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

### **ALL CONTRACTS IN EXCESS OF \$100,000**

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

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

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

Executive Order 11738.

EPA Regulations - 40 CFR, Part 15.

Clean Air and Water Acts - required clauses:

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

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

- (1) The CONTRACTOR will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the Excluded Party Listing System pursuant to 40 CFR 32.
- (2) The CONTRACTOR agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

- (3) The CONTRACTOR agrees that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the Excluded Party Listing System.
- (4) The CONTRACTOR agrees that it will include or cause to be included the criteria and requirements in Paragraph (1) through (4) of this section in every nonexempt subcontract and require every subcontractor to take such action as the Government may direct as a means of enforcing such provisions.

### **ALL CONSTRUCTION CONTRACTS IN EXCESS OF \$2,000**

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

## **HOUSING AND URBAN DEVELOPMENT ACT OF 1968**

### **SECTION 3 CLAUSE**

A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Section 3, and all applicable rules and orders of the Department issued there under prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

C. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding if any, a notice advising said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

D. The contractor will include this Section 3 clause in every subcontract; for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the Subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Section 3. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Section 3 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Section 3, and all applicable rules and orders of the Department issued there under prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through Federal assistance is provided, and to such sanctions as are specified by 24 CFR Section 135.135.



**PAYROLL**

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

U.S. Department of Labor  
Wage and Hour Division

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

Rev. Dec. 2008

NAME OF CONTRACTOR	OR SUBCONTRACTOR	ADDRESS	OMB No.: 1235-0008 Expires: 02/28/2018
PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF APPLICABLE EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK
				HOURS WORKED EACH DAY										FICA	WITH- HOLDING TAX	OTHER	TOTAL DEDUCTIONS		
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish a weekly statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5 (a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that the employees have received legally required wages and fringe benefits.

**Public Burden Statement**

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date \_\_\_\_\_

I, \_\_\_\_\_,  
 (Name of Signatory Party) (Title)

do hereby state:

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

\_\_\_\_\_ on the  
 (Contractor or Subcontractor)  
 \_\_\_\_\_; that during the period commencing on the  
 (Building or Work)  
 \_\_\_\_\_ day of \_\_\_\_\_, and ending the \_\_\_\_\_ day of \_\_\_\_\_,  
 all persons employed on said project have been paid the full weekly wages earned, that no rebates have been made or will be made either directly or indirectly on behalf of said  
 \_\_\_\_\_ from the full  
 (Contractor or Subcontractor)

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

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers and mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide Apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

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

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

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

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

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS

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



**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**  
**Office of Labor Relations**  
**FEDERAL LABOR STANDARDS COMPLAINT INTAKE FORM**

**HUD FOR**  
**47** *Item 26.*

OMB Approval No. 2501-0018  
 (Exp. 08/31/2010)

Name of complainant \_\_\_\_\_ Social Security Number \_\_\_\_\_

Current address of complainant (Street/City/State/Zip Code) \_\_\_\_\_ Permanent address, if different from current address \_\_\_\_\_

Telephone (including area code) (Home/Cell/Other) \_\_\_\_\_ E-Mail address \_\_\_\_\_

Project name, location and contract/project number \_\_\_\_\_ Prime contractor company name \_\_\_\_\_

Employer (company) name \_\_\_\_\_ Employer: name of owner/responsible party \_\_\_\_\_

Employer address \_\_\_\_\_ Employer: contact information (Telephone/Cell/Other) \_\_\_\_\_

**Check one:**  Current  
 employee  
 Former  
 employee  
 Other (specify) \_\_\_\_\_

**Period employed on the project**  
 From: \_\_\_\_\_ To: \_\_\_\_\_

Occupation/job title: \_\_\_\_\_

Duties performed (be specific) \_\_\_\_\_

Tools used and/or equipment operated \_\_\_\_\_

Piece  Other (specify): \_\_\_\_\_

**Hours usually worked on the project**

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday

**Usual start and stop times** Start work time: \_\_\_\_\_ End work time: \_\_\_\_\_

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**  
**Office of Labor Relations**  
**FEDERAL LABOR STANDARDS COMPLAINT INTAKE FORM**

**HUD FORM 47** Item 26.

OMB Approval No. 2501-0018  
 (Exp. 08/31/2010)

Name of complainant	Social Security Number
---------------------	------------------------

No Yes No

- |                          |   |  |
|--------------------------|---|--|
| <input type="checkbox"/> | <input type="checkbox"/> Life insurance   | <input type="checkbox"/> Pension               |
| <input type="checkbox"/> | <input type="checkbox"/> Dental insurance | <input type="checkbox"/> Holiday/Sick/Vacation |

Breaks taken?   Did the employer keep time records?   If yes, how long were the breaks?

Paid Overtime (time and ½) after 40 hours?   Did the complainant keep time records?

Paid for all hours worked?   Does complainant have other personal records (pay stubs, log books, etc.) he/she can provide?

Was/is the complainant an Apprentice?   Were fringe benefits paid?

**If fringe benefits were paid, check all that apply:**

- Cash in lieu of fringe benefits
- Health insurance

Identify other fringe benefits paid

Names of others affected by the alleged violation(s)

Names of others who can verify/attest to the complainant's allegations

- Continuation sheets attached
- Complainant's personal interview attached

**Complaint taken by:**

Name (print clearly)	Phone number (including area code) and E-mail address
Title	Agency, office
Signature	Date

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



**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**  
**Office of Labor Relations**  
**FEDERAL LABOR STANDARDS QUESTIONNAIRE**

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

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

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

**If you have any questions, please call:**

Employer		Project name, number and location	
1. Your Name		2. Your Job title	
3. When did you work on this project?  From: _____ To: _____		4. Where did you work (job site, shop, etc)?	
5. What duties did you perform on this project?			
6. What tools did you use (if any) to perform your duties on the project?			
7. How were you paid? (hourly wage, salary, piece work, etc.)		8. If your wage was based on piece work, how was your pay determined (i.e., \$ per board, per unit, etc.)?	
9. What was your hourly wage on this project? \$	10a. Did you receive fringe benefits? Yes <input type="checkbox"/> No <input type="checkbox"/>	10b. If yes, which fringe benefits did you receive? Vacation <input type="checkbox"/> Medical <input type="checkbox"/> Pension <input type="checkbox"/> Other <input type="checkbox"/> Specify: _____	
11. On average, how many hours did you work each week?	12. Did you ever work over 40 hours in a single week? Yes <input type="checkbox"/> No <input type="checkbox"/>	13. If you worked over 40 hours per week, did you receive overtime pay (at least 1½ times your regular rate of pay)? Yes <input type="checkbox"/> No <input type="checkbox"/>	14. If you did <u>not</u> receive overtime pay for overtime hours worked, identify the number of weeks in which overtime was worked and/or total overtime hours
15. Attach copies of check stubs or a record of your hours and pay received  <input type="checkbox"/> CHECK IF ATTACHED		16. Attach any other comments or statements on separate sheet  <input type="checkbox"/> CHECK IF ATTACHED	

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

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**  
**Office of Labor Relations**  
**FEDERAL LABOR STANDARDS QUESTIONNAIRE**

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

17. Identify other employees (name, address, phone) who worked with you and who could confirm the type of work you performed

18. Identify employees (name, address, phone) you supervised

**I affirm that the information provided herein is accurate to the best of my knowledge.**

Employee Name (Please print clearly)	Home Phone Number (including area code)
Current address (Include apartment number, if any) (Street/City/State/Zip Code)	Alternate Phone Number(s) (including area code)
Permanent/Alternate Address (if current address is temporary)	Email address
Signature	Date

**Disclosure Authorization**

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

**Signature:**

**Date:**

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

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

**DEPARTAMENTO DE VIVIENDA Y DESARROLLO URBANO DE LOS EE.UU.****Oficina de Relaciones Laborales****CUESTIONARIO DE ESTÁNDARES FEDERALES DE TRABAJO****FORMULARIO  
HUD 4730SP**Número de Aprobación  
OMB 2501-0018  
Exp. 11/30/2016

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

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

**Si tiene preguntas, por favor llame:**

Empleador		Nombre del proyecto, número y ubicación	
1. Su nombre		2. El título de su trabajo	
3. ¿Cuándo trabajó en este proyecto?  Desde:            Hasta:		4. ¿Dónde trabajó usted (lugar del trabajo, taller, etc.)?	
5. ¿Qué tareas desempeñó en este proyecto?			
6. ¿Qué herramientas usó (si usó alguna) para desempeñar sus tareas en el proyecto?			
7. ¿Cómo se le pagó? (salario por hora, sueldo, trabajo a destajo, etc.)		8. Si su salario era en base a trabajo a destajo, ¿cómo se determinó su pago (esto es, por tabla, por unidad, etc.)?	
9. ¿Cuál era su salario por hora en este proyecto? \$	10a. Recibió usted beneficios adicionales?  Sí <input type="checkbox"/> No <input type="checkbox"/>	10b. Si la respuesta es sí, ¿Cuáles beneficios adicionales recibió? Vacaciones <input type="checkbox"/> Seguro médico <input type="checkbox"/> Jubilación <input type="checkbox"/> Otra <input type="checkbox"/> Especifique	
11. En promedio, ¿cuántas horas trabajó usted cada semana?	12. ¿Trabajó usted más de 40 horas en una sola semana?  Sí <input type="checkbox"/> No <input type="checkbox"/>	13. Si usted trabajó más de 40 horas por semana, ¿recibió pago por horas extra (por lo menos 1½ veces su tarifa de pago regular)?  Sí <input type="checkbox"/> No <input type="checkbox"/>	14. Si usted <u>no</u> recibió pago de sobre tiempo por las horas extra de trabajo, identifique el número de semanas que trabajó horas extra y/o las horas extra
15. Adjunte copias de los talones de cheques o planillas de sus horas y del pago recibido  <input type="checkbox"/> <b>MARQUE SI ESTÁN INCLUIDOS</b>	16. Incluya cualquier otro comentario o declaración en una hoja separada  <input type="checkbox"/> <b>MARQUE SI ESTÁN INCLUIDOS</b>		

**DEPARTAMENTO DE VIVIENDA Y DESARROLLO URBANO DE LOS EE.UU.****Oficina de Relaciones Laborales****CUESTIONARIO DE ESTÁNDARES FEDERALES DE TRABAJO****FORMULARIO  
HUD 4730SP**Número de Aprobación  
OMB 2501-0018  
Exp. 11/30/2016

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

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

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

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

**Autorización de Revelación**

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

**Firma:****Fecha:**

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

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

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

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

U.S. Department of HUD  
Office of Labor Relations  
451 7<sup>th</sup> Street, SW, Room 2102 Washington,  
DC 20410

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

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

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

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



Office of Labor Relations

ON-LINE EMPLOYEE QUESTIONNAIRE

9a. What was your hourly wage rate on the project? \$		10a. Did you receive fringe benefits? Yes <input type="checkbox"/> No <input type="checkbox"/>		10b. If yes, which fringe benefits? Vacation <input type="checkbox"/> Medical <input type="checkbox"/> Pension <input type="checkbox"/> Specify: Other <input type="checkbox"/>	
9b. If you know, what was the required prevailing wage for this project? \$					
11. On average, how many hours did you work each week?	12. Did you ever work over 40 hours in a single week? Yes <input type="checkbox"/> No <input type="checkbox"/>	13. If you worked over 40 hours per week, did you receive overtime pay (1½ times your regular rate of pay)? Yes <input type="checkbox"/> No <input type="checkbox"/>	14. If you did <u>not</u> receive overtime pay for overtime hours worked, identify the number of weeks in which overtime was worked and/or total overtime hours		

15. Identify other employees (name, address, phone) who worked with you and who could confirm the type of work you performed

16. Identify employees (name, address, phone) you supervised

How may we contact you?

Current address (Include apartment number, if any) (Street/City/State/Zip Code)	Home Phone Number (including area code)
Permanent/Alternate Address (if current address is temporary)	Alternate Phone Number(s) (including area code)
	Cell Phone
Email address	Date

Disclosure Authorization

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

Yes  No

SUBMIT

PRINT

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

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

# Record of Employee Interview

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

OMB Approval No. 2501-0009  
(exp. 09/30/2017)

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

1a. Project Name			2a. Employee Name			
1b. Project Number			2b. Employee Phone Number (including area code)			
1c. Contractor or Subcontractor (Employer)			2c. Employee Home Address & Zip Code			
			2d. Verification of identification? Yes <input type="checkbox"/> No <input type="checkbox"/>			
3a. How long on this job?	3b. Last date on this job before today?	3c. No. of hours last day on this job?	4a. Hourly rate of pay?	4b. Fringe Benefits?		4c. Pay stub?
				Vacation Yes <input type="checkbox"/> No <input type="checkbox"/>		Yes <input type="checkbox"/> No <input type="checkbox"/>
				Medical Yes <input type="checkbox"/> No <input type="checkbox"/>		
				Pension Yes <input type="checkbox"/> No <input type="checkbox"/>		
5. Your job classification(s) (list all) --- continue on a separate sheet if necessary						
6. Your duties						
7. Tools or equipment used						
8. Are you an apprentice or trainee?		Y <input type="checkbox"/> N <input type="checkbox"/>	10. Are you paid at least time and ½ for all hours worked in excess of 40 in a week?		Y <input type="checkbox"/> N <input type="checkbox"/>	
9. Are you paid for all hours worked?		Y <input type="checkbox"/> N <input type="checkbox"/>	11. Have you ever been threatened or coerced into giving up any part of your pay?		Y <input type="checkbox"/> N <input type="checkbox"/>	
12a. Employee Signature			12b. Date			
13. Duties observed by the Interviewer (Please be specific.)						
14. Remarks						
15a. Interviewer name (please print)			15b. Signature of Interviewer		15c. Date of interview	

## Payroll Examination

16. Remarks

17a. Signature of Payroll Examiner

17b. Date

# Historial de Entrevista del Empleado

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

Aprobación de OMB No. 2501-0009  
(exp. 09/30/2017)

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

1a. Nombre del proyecto			2a. Nombre del empleado		
1b. Número del proyecto			2b. Número de teléfono del empleado (incluso prefijo local)		
1c. Contratista o subcontratista (Patrón)			2c. Dirección residencial del empleado y código postal		
			2d. ¿Verificación de identificación? Sí <input type="checkbox"/> No <input type="checkbox"/>		
3a. ¿Cuánto tiempo en este trabajo?	3b. ¿Último día en este trabajo antes de hoy?	3c. ¿No. de horas en su último día en este trabajo?	4a. ¿Salario por hora?	4b. ¿Beneficios complementarios?	
				Vacaciones Sí <input type="checkbox"/> No <input type="checkbox"/>	4c. ¿Talonario de paga? Sí <input type="checkbox"/> No <input type="checkbox"/>
				Médicos Sí <input type="checkbox"/> No <input type="checkbox"/>	
				Pensión Sí <input type="checkbox"/> No <input type="checkbox"/>	
5. Clasificación(es) de su trabajo(s) (enumere todas) --- continúe en una página separada si es necesario					
6. Sus deberes					
7. Herramientas o equipo usado					
8. ¿Es aprendiz?		S <input type="checkbox"/> N <input type="checkbox"/>	10. ¿Le pagan al menos tiempo y medio por todas las horas trabajadas superior a 40 horas semanales?		S <input type="checkbox"/> N <input type="checkbox"/>
9. ¿Le pagan todas las horas trabajadas?		S <input type="checkbox"/> N <input type="checkbox"/>	11. ¿Alguna vez ha sido amenazado o coaccionado a entregar parte de su paga?		S <input type="checkbox"/> N <input type="checkbox"/>
12a. Firma del empleado			12b. Fecha		
13. Deberes observados por el entrevistador (Por favor sea específico.)					
14. Comentarios					
15a. Nombre del entrevistador (use letra de imprenta)		15b. Firma del entrevistador		15c. Fecha de la entrevista	

## Examinación de Nómina

16. Comentarios

17a. Firma del examinador de nómina

17b. Fecha

### INTENT TO COMPLY WITH SECTION 3 REQUIREMENTS

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

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

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

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

51% owned by Section 3 residents

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

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

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

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

**Please complete the following:**

1. If awarded a contract for this CDBG funded project, do you anticipate hiring new employees to complete the project? (Hiring would be specific to this project)

Yes  No If yes, please estimate the number of employees to be hired: \_\_\_\_\_

2. Is your business a Section 3 Business?  Yes  No

3. Is the bidder willing to consider hiring Section 3 residents for future employment opportunities that are a direct result of this CDBG funded project?

Yes  No

4. Is the bidder willing to consider subcontracting with Section 3 Businesses for this project?

Yes  No



## Sample Format for Section 3 Employee Interviews

Date:

Dear Employee:

Please provide the information requested on this form that we can verify to the Iowa Economic Development Authority that your employment here is achieving the goals of Section 3 of the Housing and Urban Development Act of 1968. This information will be placed in your confidential personnel file and will be available only to a limited number of authorized persons. For assistance or further information, please see \_\_\_\_\_ . Thank you.

*(Company Official)*

Sincerely, \_\_\_\_\_

*(Company Official)*

NOTE: Median Income Limits Table is on the reverse side of this form. *(use limits from IEDA website)*

**Step 1:** Are you a resident of public housing?

\_\_\_\_\_ Yes                  \_\_\_\_\_ No

\*If the answer to Step 1 is "Yes," you have completed the form. No further information is needed.

\*If the answer to Step 1 is "No," please refer to Steps 2 and 3.

**Step 2:** On the Median Income Limits Table, find the county in which you live and the size of your family (count yourself and all family members living at home). Use this information to arrive at the corresponding income level.

**Step 3:** Answer this question:  
Is your family's total income above or below the amount listed for your county and family size? (Check one)

\_\_\_\_\_ ABOVE                  \_\_\_\_\_ BELOW

### Section 3 Business Certification

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

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

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

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

#### Business being certified:

Company:

\_\_\_\_\_

Address:

\_\_\_\_\_

Project

#### information:

Project Name: \_\_\_\_\_

Project Address: \_\_\_\_\_

#### Section 3 determination

1. Is your business owned (51% or more) by individuals whose household incomes are NO GREATER THAN 80% of median family income OR by individuals that are public housing residents?

\*Please reference <https://www.iowaeconomicdevelopment.com/Community/downloads> (under recipient income Requirements and Census Information) to determine if employee is less than 80% of the current area median income.

Yes \_\_\_ No \_\_\_

2. Do 30% (or more) of your full time, permanent employees have household incomes that are NO GREATER THAN 80% of median family income, or within three years of the date of first employment with the business concern were Section 3 residents?

Yes \_\_\_ No \_\_\_

3. Will you subcontract more than 25% of this contract with a qualified business that is either 51% owned by Section 3 residents or 30% or more of its employees are Section 3 residents?

Yes \_\_\_ No \_\_\_

If any of the questions above are marked “yes”, the business qualifies as a Section 3 business.

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

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date \_\_\_\_\_



## SECTION 3 NEW HIRE COMPLIANCE REPORT

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

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

1. A public housing resident; OR
2. An individual who lives within the \_\_\_\_\_ and whose income falls within the guidelines for low or very low income. **See attached table.**

**This form must be completed by all subcontractors working on a Section 3 project, defined as a contract that exceeds \$100,000, even if the subcontractor is not a “Section 3 Business.”**

### **INSTRUCTIONS FOR EMPLOYERS:**

1. Enter the name and address of every new employee hired in connection with the Section 3 Project on the following list. (Add additional sheets if necessary).
2. For new employees hired, determine whether each new hire is Section 3 eligible by asking the employee the following questions upon hiring:
  - a. **Are you a resident of public housing?**
    - YES
    - NO

If the answer is “YES,” please skip questions “b” and “c”.

If the answer is “NO,” please follow up by asking question “b”.

- b. **Are you a resident of \_\_\_\_\_**
      - YES
      - NO

If the answer is “NO,” this person is not a Section 3-eligible resident. Therefore, there is not a need to ask question “c”.

- c. **In the last 12 months, was your household income (meaning the total for everyone in your family earning income) NOT GREATER THAN the amount listed based on your household size?**
        - YES
        - NO

If YES, have the employee complete the certification form (Exhibit 1) and attach this to your submission.

## **SECTION 3 NEW HIRE COMPLIANCE REPORT**

3. Indicate whether each new hire is Section 3 eligible by checking the appropriate box next to their name and address on Section 3 New Hire Report. Indicate "Y" for Yes and "N" for No
4. Indicate the Job Category using the following codes:
  - Professionals P
  - Technicians T
  - Office and Clerical OC
  - Sales S
  - Trades T
  - Labor L
  - Service Workers SW
  - Other Other
5. An authorized representative of the firm must certify the accuracy and completeness of the information provided by signing this form where indicated.
6. Subcontractors who have direct agreements with \_\_\_\_\_ regarding a Section 3 covered project are responsible for collecting the Section 3 New Hire Report from all applicable contractors and sub-contractors performing on a Section 3 covered project.
7. If there were NO new hires for the report period, please document by checking the box and providing an authorized signature for your company.

## SECTION 3 NEW HIRE COMPLIANCE REPORT

Project Name: \_\_\_\_\_

Project Address: \_\_\_\_\_

Developer Name (if applicable): \_\_\_\_\_

General Contractor Name: \_\_\_\_\_

Name of Firm Completing This Form: \_\_\_\_\_

This Firm is a (check one): \_\_\_\_\_

- Subcontractor  
Contract Amount: \$ \_\_\_\_\_
  
- Professional Services Consultant  
Contract Amount: \$ \_\_\_\_\_

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

## SECTION 3 NEW HIRE COMPLIANCE REPORT

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

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

I certify that there were no new hires during the reporting period  
 \_\_\_/\_\_\_/\_\_\_ to \_\_\_/\_\_\_/\_\_\_  
 mm / dd / yyyy    mm / dd / yyyy

**Name:** \_\_\_\_\_  
 (please print)

**Date:** \_\_\_\_\_

**Title:** \_\_\_\_\_  
 (please print)

**Signature** \_\_\_\_\_

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

### Contractor Clearance Form

**Instructions:** The information below is required by the City of Cedar Falls' Community Development Block Grant (CDBG) Entitlement program, under which the sidewalk infill project is funded. Please fill out the following information and mail/fax/email the completed form to Brian Schoon at the INRCOG office using the contact information provided below. Thank you!

Brian Schoon  
Iowa Northland Regional Council of Governments  
229 East Park Avenue | Waterloo, IA 50703  
Phone: (319) 235-0311 | Fax: (319) 235-2891  
Email: [bschoon@inrcog.org](mailto:bschoon@inrcog.org)

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contractor/Officer/Owner Name: \_\_\_\_\_

Iowa Contractor Registration Number: \_\_\_\_\_

Contractor Tax ID: \_\_\_\_\_

Is this contractor a Minority Business Enterprise (MBE)? Yes or No *(please circle one)*

Is this contractor a Women Business Enterprise (WBE)? Yes or No *(please circle one)*

Is the owner of this business of Hispanic origin? Yes or No *(please circle one)*

Is the owner of this business a Targeted Small Business? Yes or No *(please circle one)*

Is this business a Section 3 business? (see below) Yes or No *(please circle one)*

- **Section 3 Business:** A business that meets one of these criteria: 1) 51% of the business is owned by section 3 residents; 2) 30% of current full-time staff are section 3 residents; or 3) business commits to provide 25% of total dollar amount of subcontracts to section 3 businesses (for prime contractors only)?
- **Section 3 Resident:** A person who meets one of these criteria: 1) are public housing residents; or 2) are low and very-low income persons who live in the metropolitan area or non-metropolitan area where a HUD-assisted project for housing or community development is located.

Number of Employees Employed by the Business: \_\_\_\_\_

Number of New Employees Hired to Work on this Project: \_\_\_\_\_

\_\_\_\_\_  
Signature

Title

\_\_\_\_\_  
Date

# Project Sign Board



## Project Construction Sign

White Background

### Project Title

Sponsor/Developer

Official(s) or Sponsor Address

Architect or Engineer

(second line)

Contractor

(second line)

**CDBG**  
Community Development Block Grant

Project Financed by:

Community Development Block Grant

**ENGINEER'S ESTIMATE**

**2022 CDBG SANITARY SEWER REHABILITATION PROJECT  
CITY PROJECT NO. SA - 000 - 3297**

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL COST
1	PIPE LINING, 8 INCH	L.F.	\$20.50	7111	\$145,775.50
2	PIPE LINING, 12 INCH	L.F.	\$28.00	1098	\$30,744.00
3	BUILDING SANITARY SEWER SERVICE RECONNECTION	EACH	\$50.00	185	\$9,250.00
4	GROUTING SERVICE LATERALS	EACH	\$310.00	185	\$57,350.00
5	MOBILIZATION	L.S.	\$5,000.00	1.0	\$5,000.00

**TOTAL PROJECT ESTIMATE**           **\$248,119.50**



## ADMINISTRATION

City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613  
Phone: 319-273-8600  
Fax: 319-273-8610  
[www.cedarfalls.com](http://www.cedarfalls.com)

## MEMORANDUM

**TO:** Honorable Mayor Robert M. Green and City Council  
**FROM:** Shane Graham, Economic Development Coordinator  
**DATE:** February 14, 2022  
**SUBJECT:** Sale of Lots 9, 10 and 11, West Viking Road Industrial Park Phase I, City of Cedar Falls, Black Hawk County, Iowa (Contains 4.35 acres more or less).

Staff would like to request that a public hearing be scheduled for March 7, 2022 to address the proposed transfer of the above referenced City owned real estate to KL Iowa 01, L.L.C. The proposed project would consist of a new 40,000+ square foot manufacturing facility to be constructed at the corner of Production Drive and Venture Way 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 contact me.



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 KL IOWA 01, L.L.C.; AND (2) TO CONSIDER CONVEYANCE OF CERTAIN CITY-OWNED REAL ESTATE TO KL IOWA 01, L.L.C., PURSUANT TO SAID PROPOSED AGREEMENT

WHEREAS, the City Council of the City of Cedar Falls, Iowa, has received a proposal from KL Iowa 01, 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 KL Iowa 01, 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:

Lots 9, 10 and 11, West Viking Road Industrial Park Phase I, City of Cedar Falls, Black Hawk County, Iowa (Contains 4.35 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 \$3,485,000.00 for a period through December 31, 2034;

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 7<sup>th</sup> day of March, 2022, at 7:00 p.m., at the Community Center, 528 Main Street, Cedar Falls, Iowa, to consider entering into a proposed Agreement for Private Development between the City of Cedar Falls, Iowa, and KL Iowa 01, 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 21<sup>st</sup> day of February, 2022.

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Robert M. Green, Mayor

ATTEST:

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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 7<sup>th</sup> day of February, 2022.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the official seal of the City of Cedar Falls, Iowa this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Jacqueline Danielsen  
City Clerk of Cedar Falls, Iowa

Prepared by: Shane Graham, Economic Development Coordinator, 220 Clay Street, Cedar Falls, IA 50613, (319) 243-2713

NOTICE OF PUBLIC HEARING (1) TO CONSIDER ENTERING INTO A PROPOSED AGREEMENT FOR PRIVATE DEVELOPMENT BETWEEN THE CITY OF CEDAR FALLS, IOWA, AND KL IOWA 01, L.L.C., AND (2) TO CONSIDER CONVEYANCE OF CERTAIN CITY-OWNED REAL ESTATE TO KL IOWA 01, L.L.C., PURSUANT TO SAID PROPOSED AGREEMENT

To Whom It May Concern:

Notice is hereby given that on the 7<sup>th</sup> day of March, 2022, at 7:00 p.m. at the Community Center, 528 Main Street, Cedar Falls, Iowa, a Public Hearing will be held by the City Council of said City of Cedar Falls, Iowa, on a proposal from KL Iowa 01, L.L.C., an Iowa limited liability company (the “Developer”), to enter into a proposed Agreement for Private Development between the City of Cedar Falls, Iowa, and KL Iowa 01, 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:

Lots 9, 10 and 11, West Viking Road Industrial Park Phase I, City of Cedar Falls, Black Hawk County, Iowa (Contains 4.35 acres more or less)

(the “Development Property”);

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 \$3,485,000.00 for a period through December 31, 2034.

A copy of the proposed agreement is on file in the Office of the Cedar Falls City Clerk.

Any interested party may appear at the time and place of hearing and be heard, or may file written objections with the City Clerk on or before the date and time of said hearing.

This notice is given pursuant to Resolution No. \_\_\_\_\_ by the City Council of the City of Cedar Falls, Iowa on the \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk



## DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls  
 220 Clay Street  
 Cedar Falls, Iowa 50613  
 Phone: 319-273-8606  
 Fax: 319-273-8610  
 www.cedarfalls.com

### MEMORANDUM

#### *Planning & Community Services Division*

**TO:** Mayor Robert M. Green and City Council

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

**DATE:** February 14, 2022

**SUBJECT:** Petition from City Council to Amend parking requirements in the Downtown Character District (TA22-001)

At your work session on Tuesday, January 18<sup>th</sup>, the City Council directed staff to forward to the Planning and Zoning Commission a petition to consider amending certain parking requirements in the recently adopted Downtown Character District code.

#### **Background**

The Downtown Character District regulations were adopted by City Council on November 1, 2021. These new zoning regulations are intended to implement the *Imagine Downtown! Vision Plan* adopted in November of 2019. The vision plan was the result of public workshops, a week-long community design charrette, and other public outreach events that took place in 2019, where community members, including downtown merchants, property owners, residents, and other stakeholders were invited to share their feedback and ideas for the future of Downtown and surrounding neighborhoods.

The second phase of the project was to draft zoning regulations to encourage future development that is consistent with the adopted Vision. The draft code was presented to the public in February, 2021. The Commission considered the new code at four special work sessions and held 3 public hearings to consider public comments and suggestions for changes to the code. The Commission discussed all proposed changes to the draft and made decisions on each one before forwarding a final draft to the City Council for consideration in May 2021. The Planning & Zoning Commission's recommended draft was reviewed at three City Council Committee of the Whole meetings and two work sessions before a public hearing was scheduled. After discussion at three readings, the new code was adopted on November 1, 2021.

#### **Council Petition # 1 – Eliminate shared parking requirements**

Under the new code, for a new development project that contains apartments or upper floor commercial uses, a certain number of shared parking spaces must be provided. These spaces must be made available for the public to use during at least 12 hours a day. For the remaining hours these spaces may be reserved for the tenants of the building. The property owner has the flexibility to determine the hours when they are available for shared use and can sign them accordingly. The shared parking requirement is one tool to provide some additional parking spaces for public use to alleviate parking congestion downtown during peak times when the spaces might otherwise be sitting vacant.

However, a number of concerns have been expressed about the shared parking requirements, including concerns about requiring property owners to make their private property available for public use and about how the shared spaces will be managed and monitored over time. A majority of the City Council expressed concerns that the potential downsides outweigh the potential benefits of this requirement and requested that the Commission consider eliminating the shared parking requirements from the zoning code. They note that property owners would still have the option to voluntarily share their parking with the public.

The petition was introduced to the Planning and Zoning Commission at their meeting on January 26, 2022. At a public hearing on February 9<sup>th</sup>, the Commission discussed the Council's petition; and, on a 3-4 vote, disapproved the City Council's petition to delete the shared parking requirements.

### **Council Petition # 2 – Increase the amount of parking required for residential uses in multi-unit and mixed use buildings**

Based on the recommendations of the parking study conducted by WGI in late 2018, along with stakeholder interviews during the Visioning process, the consultants drafting the Downtown Character District Code (Ferrell Madden), included a reduction in the parking requirements for multi-family residential units from 1 space per bedroom to 0.5 spaces per bedroom (along with 0.25 spaces per bedroom for shared parking).

A majority of the City Council expressed concerns about lowering the parking requirements for residential uses in multi-unit and mixed use buildings downtown and would like the Commission to consider re-establishing the previous requirement of one parking space per bedroom.

The petition was introduced to the Planning and Zoning Commission at their meeting on January 26, 2022 and a public hearing was set. At a public hearing on February 9<sup>th</sup>, the Commission disapproved the Council's petition. The motion to approve the petition failed for lack of a second to the motion.

As an alternative, the Planning and Zoning Commission on a separate motion recommended, on a 4-3 vote, approval of an amendment to City Code Section 26-196, Character District Parking to increase the parking requirement for residential uses in mixed-use and multi-unit buildings to 0.75 spaces per bedroom, but no less than 1 space per unit.

**PLANNING AND ZONING COMMISSION ACTIONS:** In summary, at their February 9<sup>th</sup> meeting, Planning and Zoning Commission held public hearings regarding the aforementioned Council petitions to amend the zoning ordinance. At the close of each hearing, the Commission took the following actions:

**Hearing #1:** On Council's petition to eliminate all shared parking requirements within City Code Section 26-196. Character District Parking, including all references to locational standards and time of day standards for shared parking, the Commission disapproved the petition on a 3-4 vote.

**Hearing #2:** On Council's petition to increase the parking requirement for residential uses in mixed-use and multi-unit buildings to 1 space per bedroom within City Code Section 26-196. Character District Parking, the Commission disapproved the petition. The petition failed for a lack of a second to the motion.

**As an alternative,** the Planning and Zoning Commission on a separate motion recommended, on a 4-3 vote, approval of an amendment to City Code Section 26-196, Character District Parking to increase the parking requirement for residential uses in mixed-use and multi-unit buildings to 0.75 spaces per bedroom, but no less than 1 space per unit.

Note: Per City Code Section 26-4(c), if a petition to amend the zoning ordinance is disapproved by the

Planning and Zoning Commission, the amendment shall not become effective except by the favorable vote of at least two-thirds of the members of City Council.

**RECOMMENDATION:**

Staff recommends that Council set March 7, 2022 as the date of public hearing for each of the aforementioned actions forwarded by the Planning and Zoning Commission. Accordingly, there are three separate resolutions to set public hearings on your February 21 agenda.

NOTICE OF PUBLIC HEARING ON PROPOSED AMENDMENTS TO CHAPTER 26, ZONING, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, DELETING ALL SHARED PARKING REQUIREMENTS AND STANDARDS THAT APPLY TO SAID SHARED PARKING REQUIREMENTS WITHIN THE DOWNTOWN CHARACTER DISTRICT (CD-DT) BY DELETING CERTAIN SUBSECTIONS AND PARAGRAPHS WITHIN SECTION 26-196, CHARACTER DISTRICT PARKING AND LOADING, OF ARTICLE III, DISTRICTS AND DISTRICT REGULATIONS, OF DIVISION 1., GENERALLY.

To Whom It May Concern:

NOTICE IS HEREBY GIVEN that the Cedar Falls Planning and Zoning Commission has recommended disapproval of City Council's petition to eliminate all shared parking requirements within City Code Section 26-196, Character District Parking, including all references to locational standards and time of day standards for shared parking within the Downtown Character District (CD-DT).

There will be a public hearing to consider the proposed ordinance changes at 7:00 o'clock p.m. on March 7, 2022 at the Cedar Falls Community Center, 528 Main Street, Cedar Falls. Said meeting will be conducted in person and may also be offered via videoconference and directions on how to participate in the meeting will be included in the meeting agenda, which will be available on the city web site at [www.cedarfalls.com](http://www.cedarfalls.com). Said request is now on file in the office of the City Clerk in the City Hall in the City of Cedar Falls, Iowa, and is available for reference and inspection by the public. Comments on the proposed ordinance amendments may be made in writing at any time prior to the public hearing as set forth herein and oral objections will be heard at said hearing.

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Jacqueline Danielsen, MMC, City Clerk



NOTICE OF PUBLIC HEARING ON PROPOSED AMENDMENTS TO CHAPTER 26, ZONING, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, TO INCREASE THE MINIMUM PARKING REQUIREMENT FOR RESIDENTIAL USES IN MIXED-USE AND MULTI-UNIT BUILDINGS TO ONE PARKING SPACE PER BEDROOM, BUT NOT LESS THAN ONE PARKING SPACE PER DWELLING UNIT WITHIN THE DOWNTOWN CHARACTER DISTRICT (CD-DT) BY AMENDING CERTAIN SUBSECTIONS AND PARAGRAPHS WITHIN SECTION 26-196, CHARACTER DISTRICT PARKING AND LOADING, OF ARTICLE III, DISTRICTS AND DISTRICT REGULATIONS, OF DIVISION 1, GENERALLY.

To Whom It May Concern:

NOTICE IS HEREBY GIVEN that the Cedar Falls Planning and Zoning Commission has recommended disapproval of City Council's petition to increase the minimum parking requirement for residential uses in mixed-use and multi-unit buildings to one parking space per bedroom, but not less than one parking space per dwelling unit within City Code Section 26-196, Character District Parking.

There will be a public hearing to consider the proposed ordinance changes at 7:00 o'clock p.m. on March 7, 2022 at the Cedar Falls Community Center, 528 Main Street, Cedar Falls. Said meeting will be conducted in person and may also be offered via videoconference and directions on how to participate in the meeting will be included in the meeting agenda, which will be available on the city web site at [www.cedarfalls.com](http://www.cedarfalls.com). Said request is now on file in the office of the City Clerk in the City Hall in the City of Cedar Falls, Iowa, and is available for reference and inspection by the public. Comments on the proposed ordinance amendments may be made in writing at any time prior to the public hearing as set forth herein and oral objections will be heard at said hearing.

---

Jacqueline Danielsen, MMC, City Clerk

NOTICE OF PUBLIC HEARING ON PROPOSED AMENDMENTS TO CHAPTER 26, ZONING, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, TO INCREASE THE MINIMUM PARKING REQUIREMENT FOR RESIDENTIAL USES IN MIXED-USE AND MULTI-UNIT BUILDINGS TO 0.75 PARKING SPACES PER BEDROOM, BUT NOT LESS THAN ONE PARKING SPACE PER DWELLING UNIT, WITHIN THE DOWNTOWN CHARACTER DISTRICT (CD-DT) BY AMENDING CERTAIN SUBSECTIONS AND PARAGRAPHS WITHIN SECTION 26-196, CHARACTER DISTRICT PARKING AND LOADING, OF ARTICLE III, DISTRICTS AND DISTRICT REGULATIONS, OF DIVISION 1, GENERALLY.

To Whom It May Concern:

NOTICE IS HEREBY GIVEN that the Cedar Falls Planning and Zoning Commission has recommended approval of amendments to Chapter 26, Zoning, of the Code of Ordinances of the City of Cedar Falls to increase the minimum parking requirement for residential uses in mixed-use and multi-unit buildings located in the Downtown Character District (CD-DT) to 0.75 parking spaces per bedroom, but not less than one parking space per dwelling unit.

There will be a public hearing to consider the proposed ordinance changes at 7:00 o'clock p.m. on March 7, 2022 at the Cedar Falls Community Center, 528 Main Street, Cedar Falls. Said meeting will be conducted in person and may also be offered via videoconference and directions on how to participate in the meeting will be included in the meeting agenda, which will be available on the city web site at [www.cedarfalls.com](http://www.cedarfalls.com). Said request is now on file in the office of the City Clerk in the City Hall in the City of Cedar Falls, Iowa, and is available for reference and inspection by the public. Comments on the proposed ordinance amendments may be made in writing at any time prior to the public hearing as set forth herein and oral objections will be heard at said hearing.

---

Jacqueline Danielsen, MMC, City Clerk



## DEPARTMENT OF FINANCE &amp; BUSINESS OPERATIONS

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

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**INTEROFFICE MEMORANDUM**

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**TO:** Mayor Green and City Council Members  
**FROM:** Jennifer Rodenbeck, Director of Finance & Business Operations  
**DATE:** February 9, 2022  
**SUBJECT:** FY2023 Budget

Attached is the state required notice for the FY23 budget hearing. The rate on the notice is \$11.67. This rate will cause a 4.65% increase on residential properties, a 2.55% increase on commercial & industrial properties, and a 3.15% decrease on multi-residential properties. The next step in the budget process is to have a hearing on the budget and formally adopt the budget. Due to the size of the budget document it was not included again as part of this packet. However, the complete budget document was included in the February 7, 2022 Committee of the Whole packet, which may be obtained by visiting the City's website or by following this link:

<https://meetings.municode.com/d/f?u=https://mccmeetings.blob.core.usgovcloudapi.net/cedarfls-pubu/MEET-Packet-a1c1c7bc47a444fdb102e504073d0eaf.pdf&n=AgendaPacket-Committee%20of%20the%20Whole%20Meeting-February%207,%202022%206.00%20PM.pdf>

**The Code of Iowa requires that the City have a public hearing and I would request that the hearing be set for March 7, 2022.**

If you have any questions, about the budget or the budget process, please feel free to contact me.

**NOTICE OF PUBLIC HEARING -- PROPOSED BUDGET**

**Fiscal Year July 1, 2022 - June 30, 2023**

**City of: CEDAR FALLS**

Item 31.

The City Council will conduct a public hearing on the proposed Budget at: Community Center 528 Main St. Cedar Falls, IA Meeting Date: 3/7/2022  
Meeting Time: 07:00 PM

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget. This notice represents a summary of the supporting detail of revenues and expenditures on file with the City Clerk and County Auditor.

City budgets are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult <https://dom.iowa.gov/local-gov-appeals>.

**The Budget Estimate Summary of proposed receipts and expenditures is shown below. Copies of the the detailed proposed Budget may be obtained or viewed at the offices of the Mayor, City Clerk, and at the Library.**

The estimated Total tax levy rate per \$1000 valuation on regular property 11.67372

The estimated tax levy rate per \$1000 valuation on Agricultural land is 3.00372

**At the public hearing, any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget.**

Phone Number  
(319) 273-8600

City Clerk/Finance Officer's NAME  
Jennifer Rodenbeck

		<b>Budget FY 2023</b>	<b>Re-estimated FY 2022</b>	<b>Actual FY 2021</b>
<b>Revenues &amp; Other Financing Sources</b>				
Taxes Levied on Property	1	24,240,364	22,329,499	23,058,833
Less: Uncollected Property Taxes--Levy Year	2	0	0	0
<b>Net Current Property Taxes</b>	3	24,240,364	22,329,499	23,058,833
Delinquent Property Taxes	4	0	0	0
TIF Revenues	5	5,985,020	5,981,500	3,981,276
Other City Taxes	6	8,080,361	8,266,886	6,896,975
Licenses & Permits	7	1,031,000	1,027,030	1,531,722
Use of Money and Property	8	634,142	530,493	1,710,386
Intergovernmental	9	17,700,020	14,279,242	14,253,458
Charges for Fees & Service	10	15,220,550	14,792,989	13,058,871
Special Assessments	11	0	0	39,965
Miscellaneous	12	1,104,483	653,501	4,063,654
Other Financing Sources	13	1,885,000	0	3,602,719
Transfers In	14	14,125,040	12,246,759	14,584,111
<b>Total Revenues and Other Sources</b>	15	90,005,980	80,107,899	86,781,970
<b>Expenditures &amp; Other Financing Uses</b>				
Public Safety	16	13,446,710	12,506,361	12,015,062
Public Works	17	19,449,090	20,821,203	11,810,160
Health and Social Services	18	28,000	45,000	216,757
Culture and Recreation	19	8,750,100	8,098,583	7,057,247
Community and Economic Development	20	3,184,600	3,068,407	2,973,143
General Government	21	6,365,360	5,476,450	4,926,690
Debt Service	22	2,129,200	904,280	853,222
Capital Projects	23	30,515,470	18,082,512	10,442,871
<b>Total Government Activities Expenditures</b>	24	83,868,530	69,002,796	50,295,152
Business Type / Enterprises	25	9,205,410	12,145,108	8,323,157
<b>Total ALL Expenditures</b>	26	93,073,940	81,147,904	58,618,309
Transfers Out	27	14,125,040	12,246,759	14,584,111
Total ALL Expenditures/Transfers Out	28	107,198,980	93,394,663	73,202,420
<b>Excess Revenues &amp; Other Sources Over (Under) Expenditures/Transfers Out</b>	29	-17,193,000	-13,286,764	13,579,550
Beginning Fund Balance July 1	30	89,733,998	103,020,762	89,441,212
<b>Ending Fund Balance June 30</b>	31	72,540,998	89,733,998	103,020,762



# Daily Invoices for Council Meeting 02/21/22

Item 32.

PREPARED 02/15/2022, 10:00:03  
 PROGRAM GM360L  
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 1  
 ACCOUNTING PERIOD 07/2022

GROUP NBR	PO NBR	ACCTG PER.	----TRANSACTION----	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND											
101-0000-213.00-00 CURRENT LIABILITY / SALES TAX PAYABLE											
1114		07/22 AP	01/28/22		0006021		IOWA DEPT.OF REVENUE RECREATION	1,505.67		02/02/22	
1114		07/22 AP	01/07/22		0006019		IOWA DEPT.OF REVENUE RECREATION	862.86		02/02/22	
ACCOUNT TOTAL								2,368.53	.00	2,368.53	
101-1028-441.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT											
1114		07/22 AP	01/19/22		0006027		ISOLVED BENEFIT SERVICES, INC	8.66		02/02/22	
1114		07/22 AP	01/19/22		0006027		ISOLVED BENEFIT SERVICES, INC	10.30		02/02/22	
ACCOUNT TOTAL								18.96	.00	18.96	
101-1028-441.89-17 MISCELLANEOUS SERVICES / BANK SERVICE CHARGES											
1114		07/22 AP	01/28/22		0006016		FARMERS STATE BANK	12.00		02/02/22	
1114		07/22 AP	01/28/22		0006017		FARMERS STATE BANK	20.00		02/02/22	
1114		07/22 AP	01/26/22		0006015		FARMERS STATE BANK	20.00		02/02/22	
1114		07/22 AP	01/12/22		0006014		FARMERS STATE BANK	20.00		02/02/22	
ACCOUNT TOTAL								72.00	.00	72.00	
101-1038-441.89-82 MISCELLANEOUS SERVICES / SECTION 105											
1114		07/22 AP	01/06/22		0006024		ISOLVED BENEFIT SERVICES, INC	703.80		02/02/22	
ACCOUNT TOTAL								703.80	.00	703.80	
101-1060-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE											
1114		07/22 AP	01/03/22		0006043		PROFESSIONAL SOLUTIONS	12.79		02/02/22	
ACCOUNT TOTAL								12.79	.00	12.79	
101-1061-423.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT											
1114		07/22 AP	01/19/22		0006027		ISOLVED BENEFIT SERVICES, INC	133.06		02/02/22	
ACCOUNT TOTAL								133.06	.00	133.06	

PREPARED 02/15/2022, 10:00:03  
 PROGRAM GM360L  
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 2  
 ACCOUNTING PERIOD 07/2022

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1118-441.64-02						INSURANCE / HEALTH INS. REIMBURSEMENT				
1114		07/22 AP		01/19/22	0006027	ISOLVED BENEFIT SERVICES, INC	38.04			02/02/22
						HEALTH INS. REIMBURSEMENT				
						ACCOUNT TOTAL	38.04	.00	38.04	
101-1199-411.32-90 COMM PROTECTION GRANTS / GRANTS - POLICE EQUIPMENT										
1286		07/22 AP		09/25/21	0396615	HANCOCK, ADAM	202.96			02/11/22
						RMB:MEALS-DRUG RECOG.TRNG ALTOONA				
						ACCOUNT TOTAL	202.96	.00	202.96	
101-1199-441.81-03 PROFESSIONAL SERVICES / RECORDING FEES										
1270		08/22 AP		02/08/22	0396690	BLACK HAWK CO.RECORDER	22.00			02/09/22
						RCD:WARRANTY DEED LILLIAN SESMA				
1270		08/22 AP		02/08/22	0396690	BLACK HAWK CO.RECORDER	5.00			02/09/22
						RCD:DEED FEE				
						ACCOUNT TOTAL	27.00	.00	27.00	
101-1199-441.89-13 MISCELLANEOUS SERVICES / CONTINGENCY										
1114		07/22 AP		01/03/22	0006034	PROFESSIONAL SOLUTIONS	22.43			02/02/22
						DECEMBER CREDIT CARD FEES				
						ACCOUNT TOTAL	22.43	.00	22.43	
101-2205-432.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
1270		08/22 AP		02/04/22	0396696	SHEETZ, STEPHANIE HOUK	453.20			02/09/22
						RMB:TRVL-MAIN ST.NOW CONF RICHMOND, VA				
						ACCOUNT TOTAL	453.20	.00	453.20	
101-2205-432.88-17 OUTSIDE AGENCIES / CEDAR FALLS BAND										
1285		08/22 AP		02/10/22	0396703	CEDAR FALLS MUNICIPAL BAND	231.37			02/11/22
						PROPERTY TAX PAYMENT				
						ACCOUNT TOTAL	231.37	.00	231.37	
101-2235-412.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT										
1114		07/22 AP		01/19/22	0006027	ISOLVED BENEFIT SERVICES, INC	90.29			02/02/22
						HEALTH INS. REIMBURSEMENT				
1114		07/22 AP		01/19/22	0006027	ISOLVED BENEFIT SERVICES, INC	20.20			02/02/22
						HEALTH INS. REIMBURSEMENT				
						ACCOUNT TOTAL	110.49	.00	110.49	

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FUND 101 GENERAL FUND											
101-2235-412.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES											
1114		07/22	AP	01/03/22	0006038	PROFESSIONAL SOLUTIONS	636.01			02/02/22	
		DECEMBER CREDIT CARD FEES									
1114		07/22	AP	01/03/22	0006039	PROFESSIONAL SOLUTIONS	472.68			02/02/22	
		DECEMBER CREDIT CARD FEES									
		ACCOUNT TOTAL						1,108.69	.00		1,108.69
101-2253-423.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT											
1114		07/22	AP	01/19/22	0006027	ISOLVED BENEFIT SERVICES, INC	48.42			02/02/22	
		HEALTH INS. REIMBURSEMENT									
		ACCOUNT TOTAL						48.42	.00		48.42
101-2253-423.89-14 MISCELLANEOUS SERVICES / REFUNDS											
1270		08/22	AP	02/08/22	0396692	CHAD PETERSEN	255.01			02/09/22	
		REFUND-REC MEMBERSHIP									
1270		08/22	AP	02/07/22	0396694	FRANCIS HUGHES	65.00			02/09/22	
		REFUND-REC MEMBERSHIP									
1236		08/22	AP	02/01/22	0396680	KEVIN BASH	46.00			02/03/22	
		REFUND-REC MEMBERSHIP									
1236		08/22	AP	01/31/22	0396683	TRINITY AEBEN	110.00			02/03/22	
		REFUND-SHELTER RENTAL DOUBLE BOOKED									
		ACCOUNT TOTAL						476.01	.00		476.01
101-2253-423.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES											
1114		07/22	AP	01/03/22	0006041	PROFESSIONAL SOLUTIONS	22.95			02/02/22	
		DECEMBER CREDIT CARD FEES									
1114		07/22	AP	01/03/22	0006042	PROFESSIONAL SOLUTIONS	22.95			02/02/22	
		DECEMBER CREDIT CARD FEES									
1114		07/22	AP	01/03/22	0006044	PROFESSIONAL SOLUTIONS	631.24			02/02/22	
		DECEMBER CREDIT CARD FEES									
1114		07/22	AP	01/03/22	0006035	PROFESSIONAL SOLUTIONS	56.67			02/02/22	
		DECEMBER CREDIT CARD FEES									
		ACCOUNT TOTAL						733.81	.00		733.81
101-2280-423.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES											
1114		07/22	AP	01/11/22	0006003	CLOVER APP	12.66			02/02/22	
		MERCHANT SUBSCRIPTION FEE									
1114		07/22	AP	01/03/22	0006036	PROFESSIONAL SOLUTIONS	119.05			02/02/22	
		DECEMBER CREDIT CARD FEES									
1114		07/22	AP	01/03/22	0006032	PROFESSIONAL SOLUTIONS	6.95			02/02/22	
		DECEMBER CREDIT CARD FEES									
1114		07/22	AP	01/03/22	0006035	PROFESSIONAL SOLUTIONS	58.89			02/02/22	



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FUND 101 GENERAL FUND										
101-2280-423.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES						continued				
DECEMBER CREDIT CARD FEES										
ACCOUNT TOTAL							197.55	.00	197.55	
101-4511-414.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT										
1114		07/22	AP	01/19/22	0006027	ISOLVED BENEFIT SERVICES, INC	328.64			02/02/22
HEALTH INS. REIMBURSEMENT										
1114		07/22	AP	01/19/22	0006027	ISOLVED BENEFIT SERVICES, INC	195.38			02/02/22
HEALTH INS. REIMBURSEMENT										
ACCOUNT TOTAL							524.02	.00	524.02	
101-4511-414.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
1285		08/22	AP	01/25/22	0396712	MERCADO, JAVIER	10.69			02/11/22
RMB:STUDY APP.-EXAM PREP.										
1285		08/22	AP	01/04/22	0396710	LECHTENBERG, AUSTIN	25.00			02/11/22
RMB:EMT RECERT. FEE										
ACCOUNT TOTAL							35.69	.00	35.69	
101-4511-414.85-01 UTILITIES / UTILITIES										
1285		08/22	AP	01/14/22	0396704	CEDAR FALLS UTILITIES	5,458.93			02/11/22
UTILITIES THRU 01/14/22										
ACCOUNT TOTAL							5,458.93	.00	5,458.93	
101-5521-415.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT										
1114		07/22	AP	01/19/22	0006027	ISOLVED BENEFIT SERVICES, INC	169.70			02/02/22
HEALTH INS. REIMBURSEMENT										
1114		07/22	AP	01/19/22	0006027	ISOLVED BENEFIT SERVICES, INC	30.70			02/02/22
HEALTH INS. REIMBURSEMENT										
ACCOUNT TOTAL							200.40	.00	200.40	
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
1285		08/22	AP	01/14/22	0396704	CEDAR FALLS UTILITIES	72.34			02/11/22
UTILITIES THRU 01/14/22										
1114		07/22	AP	01/03/22	0006033	PROFESSIONAL SOLUTIONS	19.18			02/02/22
DECEMBER CREDIT CARD FEES										
ACCOUNT TOTAL							91.52	.00	91.52	
101-5521-415.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT										

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FUND 101 GENERAL FUND										
101-5521-415.72-20						OPERATING SUPPLIES / OFFICERS EQUIPMENT				
1236		08/22 AP		01/27/22	0396679	JOHANNSEN, BRIAN	61.52			02/03/22
						RMB:OPT.EQUIP.-TACO POUCH OPTICSPLANET.COM				
						ACCOUNT TOTAL	61.52	.00	61.52	
101-5521-415.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
1286		07/22 AP		09/25/21	0396615	HANCOCK, ADAM		203.51		02/11/22
						ACCOUNT CORRECTION RMB:MEALS-DRUG RECOG.TRNG				
1286		07/22 AP		09/25/21	0396615	HANCOCK, ADAM	.55			02/11/22
						RMB:MEALS-DRUG RECOG.TRNG ALTOONA				
						ACCOUNT TOTAL	.55	203.51	202.96	
101-5521-415.85-01 UTILITIES / UTILITIES										
1285		08/22 AP		01/14/22	0396704	CEDAR FALLS UTILITIES	4,713.66			02/11/22
						UTILITIES THRU 01/14/22				
						ACCOUNT TOTAL	4,713.66	.00	4,713.66	
101-5521-415.86-05 REPAIR & MAINTENANCE / EQUIPMENT REPAIRS										
1285		08/22 AP		01/14/22	0396704	CEDAR FALLS UTILITIES	121.45			02/11/22
						UTILITIES THRU 01/14/22				
						ACCOUNT TOTAL	121.45	.00	121.45	
101-5521-415.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE										
1285		08/22 AP		01/28/22	0396708	FERGUSON, CLINTON	69.96			02/11/22
						RMB:UNIFORM ALLOWANCE MTNOPS.COM				
1222		08/22 AP		01/27/22	0396647	FEY, THOMAS	276.66			02/01/22
						RMB:UNIFORM ALLOWANCE MIDWEST DEFENSE SOLUTIONS				
1236		08/22 AP		01/27/22	0396677	ABBOTT, MARISSA	58.85			02/03/22
						RMB:UNIFORM ALLOWANCE SCHEELS				
1222		08/22 AP		01/23/22	0396648	HEUER, BROOKE	33.43			02/01/22
						RMB:UNIFORM ALLOWANCE SAM'S CLUB				
1222		08/22 AP		01/23/22	0396651	SITZMANN, JEFF	77.02			02/01/22
						RMB:UNIFORM ALLOWANCE KOHL'S				
1236		08/22 AP		01/19/22	0396678	DEVIC, DUSANKA	22.00			02/03/22
						RMB:UNIFORM ALLOWANCE TRAILHEADS.COM				
1222		08/22 AP		01/05/22	0396648	HEUER, BROOKE	14.98			02/01/22
						RMB:UNIFORM ALLOWANCE VON MAUR				
1222		08/22 AP		11/19/21	0396648	HEUER, BROOKE	16.03			02/01/22
						RMB:UNIFORM ALLOWANCE SAM'S CLUB				
						ACCOUNT TOTAL	568.93	.00	568.93	

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FUND 101 GENERAL FUND									
101-6613-433.85-01					UTILITIES / UTILITIES				
1285		08/22 AP		01/14/22 0396704	CEDAR FALLS UTILITIES	752.68		02/11/22	
					UTILITIES THRU 01/14/22				
					ACCOUNT TOTAL	752.68	.00	752.68	
101-6616-446.85-01 UTILITIES / UTILITIES									
1285		08/22 AP		01/14/22 0396704	CEDAR FALLS UTILITIES	909.95		02/11/22	
					UTILITIES THRU 01/14/22				
					ACCOUNT TOTAL	909.95	.00	909.95	
101-6625-432.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT									
1114		07/22 AP		01/19/22 0006027	ISOLVED BENEFIT SERVICES, INC	5.40		02/02/22	
					HEALTH INS. REIMBURSEMENT				
1114		07/22 AP		01/19/22 0006027	ISOLVED BENEFIT SERVICES, INC	17.00		02/02/22	
					HEALTH INS. REIMBURSEMENT				
1114		07/22 AP		01/19/22 0006027	ISOLVED BENEFIT SERVICES, INC	15.50		02/02/22	
					HEALTH INS. REIMBURSEMENT				
1114		07/22 AP		01/19/22 0006027	ISOLVED BENEFIT SERVICES, INC	103.19		02/02/22	
					HEALTH INS. REIMBURSEMENT				
1114		07/22 AP		01/19/22 0006027	ISOLVED BENEFIT SERVICES, INC	23.21		02/02/22	
					HEALTH INS. REIMBURSEMENT				
					ACCOUNT TOTAL	164.30	.00	164.30	
101-6633-423.85-01 UTILITIES / UTILITIES									
1285		08/22 AP		01/14/22 0396704	CEDAR FALLS UTILITIES	1,114.53		02/11/22	
					UTILITIES THRU 01/14/22				
					ACCOUNT TOTAL	1,114.53	.00	1,114.53	
					FUND TOTAL	21,677.24	203.51	21,473.73	
FUND 203 TAX INCREMENT FINANCING									
203-0000-487.50-05 TRANSFERS OUT / TRANSFERS - TIF									
1285		08/22 AP		02/10/22 0396702	CAPITAL PROJECTS FUND	22,556.40		02/11/22	
					PROPERTY TAX PAYMENT				
1285		08/22 AP		02/10/22 0396702	CAPITAL PROJECTS FUND	27.00		02/11/22	
					PROPERTY TAX PAYMENT				
1285		08/22 AP		02/10/22 0396702	CAPITAL PROJECTS FUND	6,448.74		02/11/22	
					PROPERTY TAX PAYMENT				
1285		08/22 AP		02/10/22 0396706	DEBT SERVICE	5,440.90		02/11/22	
					PROPERTY TAX PAYMENT				
					ACCOUNT TOTAL	34,473.04	.00	34,473.04	

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FUND 203 TAX INCREMENT FINANCING										
					FUND TOTAL		34,473.04	.00	34,473.04	
FUND 206 STREET CONSTRUCTION FUND										
206-6637-436.64-02						INSURANCE / HEALTH INS. REIMBURSEMENT				
1114		07/22 AP		01/19/22	0006027	ISOLVED BENEFIT SERVICES, INC	60.00			02/02/22
						HEALTH INS. REIMBURSEMENT				
					ACCOUNT TOTAL		60.00	.00	60.00	
206-6637-436.85-01 UTILITIES / UTILITIES										
1285		08/22 AP		01/14/22	0396704	CEDAR FALLS UTILITIES	5,073.74			02/11/22
						UTILITIES THRU 01/14/22				
					ACCOUNT TOTAL		5,073.74	.00	5,073.74	
206-6647-436.85-01 UTILITIES / UTILITIES										
1285		08/22 AP		01/14/22	0396704	CEDAR FALLS UTILITIES	2,232.30			02/11/22
						UTILITIES THRU 01/14/22				
					ACCOUNT TOTAL		2,232.30	.00	2,232.30	
					FUND TOTAL		7,366.04	.00	7,366.04	
FUND 215 HOSPITAL FUND										
FUND 216 POLICE BLOCK GRANT FUND										
FUND 217 SECTION 8 HOUSING FUND										
FUND 223 COMMUNITY BLOCK GRANT										
223-2234-432.81-01						PROFESSIONAL SERVICES / PROFESSIONAL SERVICES				
1285		08/22 AP		02/10/22	0004711	BLACK HAWK CO.RECORDER	7.00			02/11/22
						RCD:SATISFACT.& DISCHARGE JUSTIN S. BAHR				
					ACCOUNT TOTAL		7.00	.00	7.00	
					FUND TOTAL		7.00	.00	7.00	
FUND 224 TRUST & AGENCY										
FUND 242 STREET REPAIR FUND										
FUND 254 CABLE TV FUND										
254-1088-431.64-02						INSURANCE / HEALTH INS. REIMBURSEMENT				
1114		07/22 AP		01/19/22	0006027	ISOLVED BENEFIT SERVICES, INC	350.94			02/02/22
						HEALTH INS. REIMBURSEMENT				
1114		07/22 AP		01/19/22	0006027	ISOLVED BENEFIT SERVICES, INC	20.00			02/02/22
						HEALTH INS. REIMBURSEMENT				

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FUND 254 CABLE TV FUND											
254-1088-431.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT							continued				
ACCOUNT TOTAL							370.94	.00	370.94		
254-1088-431.89-18 MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING											
1285		08/22 AP		02/08/22	0396711	LONGNECKER, JEREMIAH ANNOUNCER	100.00			02/11/22	
		CF GIRLS BB-DBQ WAHLERT									
		PROJECT#: 759									
1285		08/22 AP		02/08/22	0396713	SIMPSON, MARK ANNOUNCER	120.00			02/11/22	
		CF GIRLS BB-DBQ WAHLERT									
		PROJECT#: 759									
1285		08/22 AP		02/08/22	0396707	DEWITT, JASON CAMERA OPERATOR	90.00			02/11/22	
		CF GIRLS BB-DBQ WAHLERT									
		PROJECT#: 759									
1285		08/22 AP		02/08/22	0396714	SURMA, JOSEPH EDWARD CAMERA OPERATOR	90.00			02/11/22	
		CF GIRLS BB-DBQ WAHLERT									
		PROJECT#: 759									
1285		08/22 AP		02/08/22	0396701	BENSON, ERIC CAMERA OPERATOR	90.00			02/11/22	
		CF GIRLS BB-DBQ WAHLERT									
		PROJECT#: 759									
1285		08/22 AP		02/08/22	0396715	THORN, KEVIN CAMERA OPERATOR	90.00			02/11/22	
		CF GIRLS BB-DBQ WAHLERT									
		PROJECT#: 759									
1247		08/22 AP		02/07/22	0396685	DEWITT, JASON CAMERA OPERATOR	170.00			02/07/22	
		UNI MEN'S BB-BRADLEY									
		PROJECT#: 756									
1247		08/22 AP		02/07/22	0396688	SURMA, JOSEPH EDWARD CAMERA OPERATOR	170.00			02/07/22	
		UNI MEN'S BB-BRADLEY									
		PROJECT#: 756									
1247		08/22 AP		02/07/22	0396687	STOW, CHRISTIAN CAMERA OPERATOR	170.00			02/07/22	
		UNI MEN'S BB-BRADLEY									
		PROJECT#: 756									
1247		08/22 AP		02/07/22	0396686	HUNT, PHILLIP CAMERA OPERATOR	170.00			02/07/22	
		UNI MEN'S BB-BRADLEY									
		PROJECT#: 756									
1270		08/22 AP		02/04/22	0396700	THORN, KEVIN CAMERA OPERATOR	85.00			02/09/22	
		CF BOYS BB-WATERLOO EAST									
		PROJECT#: 759									
1270		08/22 AP		02/04/22	0396698	STOW, CHRISTIAN CAMERA OPERATOR	90.00			02/09/22	
		CF BOYS BB-WATERLOO EAST									
		PROJECT#: 759									
1270		08/22 AP		02/04/22	0396699	SURMA, JOSEPH EDWARD CAMERA OPERATOR	90.00			02/09/22	
		CF BOYS BB-WATERLOO EAST									
		PROJECT#: 759									
1270		08/22 AP		02/04/22	0396693	DEWITT, JASON CAMERA OPERATOR	90.00			02/09/22	
		CF BOYS BB-WATERLOO EAST									
		PROJECT#: 759									
1270		08/22 AP		02/04/22	0396691	BRALEY, ERIC CAMERA OPERATOR	100.00			02/09/22	
		CF BOYS BB-WATERLOO EAST									

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FUND 254 CABLE TV FUND										
254-1088-431.89-18 MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING						continued				
PROJECT#: 759										
1270		08/22 AP		02/04/22	0396697	SIMPSON, MARK ANNOUNCER	120.00			02/09/22
PROJECT#: 759										
1222		08/22 AP		01/29/22	0396652	STOW, CHRISTIAN CAMERA OPERATOR	170.00			02/01/22
PROJECT#: 756										
1222		08/22 AP		01/29/22	0396646	DEWITT, JASON CAMERA OPERATOR	170.00			02/01/22
PROJECT#: 756										
1222		08/22 AP		01/29/22	0396649	HUNT, PHILLIP CAMERA OPERATOR	170.00			02/01/22
PROJECT#: 756										
1222		08/22 AP		01/29/22	0396653	SURMA, JOSEPH EDWARD CAMERA OPERATOR	170.00			02/01/22
PROJECT#: 756										
1222		08/22 AP		01/28/22	0396653	SURMA, JOSEPH EDWARD CAMERA OPERATOR	90.00			02/01/22
PROJECT#: 759										
1222		08/22 AP		01/28/22	0396644	BENSON, ERIC CAMERA OPERATOR	85.00			02/01/22
PROJECT#: 759										
1222		08/22 AP		01/28/22	0396652	STOW, CHRISTIAN CAMERA OPERATOR	90.00			02/01/22
PROJECT#: 759										
1222		08/22 AP		01/28/22	0396646	DEWITT, JASON CAMERA OPERATOR	90.00			02/01/22
PROJECT#: 759										
1222		08/22 AP		01/28/22	0396645	BRALEY, ERIC CAMERA OPERATOR	100.00			02/01/22
PROJECT#: 759										
1222		08/22 AP		01/28/22	0396650	SIMPSON, MARK ANNOUNCER	120.00			02/01/22
PROJECT#: 759										
ACCOUNT TOTAL							3,090.00	0.00		3,090.00
FUND TOTAL							3,460.94	0.00		3,460.94
FUND 258 PARKING FUND										
258-5531-435.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
1114		07/22 AP		01/03/22	0006029	PROFESSIONAL SOLUTIONS	236.92			02/02/22
DECEMBER CREDIT CARD FEES										
1114		07/22 AP		01/03/22	0006030	PROFESSIONAL SOLUTIONS	104.82			02/02/22
DECEMBER CREDIT CARD FEES										
1114		07/22 AP		01/03/22	0006031	PROFESSIONAL SOLUTIONS	301.81			02/02/22
DECEMBER CREDIT CARD FEES										

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FUND 258 PARKING FUND									
258-5531-435.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES						continued			
1114		07/22 AP		01/03/22	0006033	PROFESSIONAL SOLUTIONS	11.57		02/02/22
						DECEMBER CREDIT CARD FEES			
1114		07/22 AP		01/03/22	0006034	PROFESSIONAL SOLUTIONS	107.05		02/02/22
						DECEMBER CREDIT CARD FEES			
ACCOUNT TOTAL							762.17	.00	762.17
FUND TOTAL							762.17	.00	762.17
FUND 261 TOURISM & VISITORS									
261-2291-423.73-57 OTHER SUPPLIES / GIFT SHOP									
1114		07/22 AP		01/03/22	0006037	PROFESSIONAL SOLUTIONS	25.15		02/02/22
						DECEMBER CREDIT CARD FEES			
ACCOUNT TOTAL							25.15	.00	25.15
261-2291-423.85-01 UTILITIES / UTILITIES									
1285		08/22 AP		01/14/22	0396704	CEDAR FALLS UTILITIES	1,480.06		02/11/22
						UTILITIES THRU 01/14/22			
ACCOUNT TOTAL							1,480.06	.00	1,480.06
FUND TOTAL							1,505.21	.00	1,505.21
FUND 262 SENIOR SERVICES & COMM CT									
FUND 291 POLICE FORFEITURE FUND									
FUND 292 POLICE RETIREMENT FUND									
292-5521-415.54-01 WORKERS COMP / POLICE WORKERS COMP									
1114		07/22 AP		01/24/22	0006008	EMC RISK SERVICES, LLC	1,982.76		02/02/22
						WORKER COMP-POLICE CLAIM			
ACCOUNT TOTAL							1,982.76	.00	1,982.76
FUND TOTAL							1,982.76	.00	1,982.76
FUND 293 FIRE RETIREMENT FUND									
293-4511-414.54-02 WORKERS COMP / FIRE WORKERS COMP									
1114		07/22 AP		01/24/22	0006008	EMC RISK SERVICES, LLC	6,678.89		02/02/22
						WORKER COMP-FIRE CLAIM			
ACCOUNT TOTAL							6,678.89	.00	6,678.89

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FUND 293						FIRE RETIREMENT FUND			
						FUND TOTAL	6,678.89	.00	6,678.89
FUND 294						LIBRARY RESERVE			
FUND 295						SOFTBALL PLAYER CAPITAL			
FUND 296						GOLF CAPITAL			
FUND 297						REC FACILITIES CAPITAL			
FUND 298						HEARST CAPITAL			
FUND 311						DEBT SERVICE FUND			
FUND 402						WASHINGTON PARK FUND			
FUND 404						FEMA			
FUND 405						FLOOD RESERVE FUND			
FUND 407						VISION IOWA PROJECT			
FUND 408						STREET IMPROVEMENT FUND			
FUND 410						CORONAVIRUS LOCAL RELIEF			
FUND 430						2004 TIF BOND			
FUND 431						2014 BOND			
FUND 432						2003 BOND			
FUND 433						2001 TIF			
FUND 434						2000 BOND			
FUND 435						1999 TIF			
FUND 436						2012 BOND			
FUND 437						2018 BOND			
FUND 438						2020 BOND FUND			
FUND 439						2008 BOND FUND			
FUND 443						CAPITAL PROJECTS			
FUND 472						PARKADE RENOVATION			
FUND 473						SIDEWALK ASSESSMENT			
FUND 483						ECONOMIC DEVELOPMENT			
FUND 484						ECONOMIC DEVELOPMENT LAND			
FUND 541						2018 STORM WATER BONDS			
FUND 544						2008 SEWER BONDS			
FUND 545						2006 SEWER BONDS			
FUND 546						SEWER IMPROVEMENT FUND			
FUND 547						SEWER RESERVE FUND			
FUND 548						1997 SEWER BOND FUND			
FUND 549						1992 SEWER BOND FUND			
FUND 550						2000 SEWER BOND FUND			
FUND 551						REFUSE FUND			
551-0000-213.00-00						CURRENT LIABILITY / SALES TAX PAYABLE			
1114				07/22 AP 01/07/22	0006019	IOWA DEPT.OF REVENUE	161.80		02/02/22
						SEMI MONTHLY SALES TAX			COMMERCIAL GARBAGE A/R
						ACCOUNT TOTAL	161.80	.00	161.80
551-6685-436.64-02						INSURANCE / HEALTH INS. REIMBURSEMENT			
1114				07/22 AP 01/19/22	0006027	ISOLVED BENEFIT SERVICES, INC	8.79		02/02/22
						HEALTH INS. REIMBURSEMENT			
						ACCOUNT TOTAL	8.79	.00	8.79



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FUND 551 REFUSE FUND										
551-6685-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
1114		07/22	AP	01/03/22	0006040	PROFESSIONAL SOLUTIONS	529.13			02/02/22
						DECEMBER CREDIT CARD FEES				
1114		07/22	AP	01/03/22	0006034	PROFESSIONAL SOLUTIONS	17.02			02/02/22
						DECEMBER CREDIT CARD FEES				
						ACCOUNT TOTAL	546.15	.00	546.15	
551-6685-436.85-01 UTILITIES / UTILITIES										
1285		08/22	AP	01/14/22	0396704	CEDAR FALLS UTILITIES	5,073.74			02/11/22
						UTILITIES THRU 01/14/22				
						ACCOUNT TOTAL	5,073.74	.00	5,073.74	
551-6685-436.86-34 REPAIR & MAINTENANCE / BILLING & COLLECTING										
1285		08/22	AP	01/14/22	0396704	CEDAR FALLS UTILITIES	6,093.35			02/11/22
						UTILITIES THRU 01/14/22				
						ACCOUNT TOTAL	6,093.35	.00	6,093.35	
551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN										
1247		08/22	AP	01/31/22	0396684	BLACK HAWK CO.LANDFILL	17,831.88			02/07/22
						LANDFILL SRV:1/17-1/31/22				
						ACCOUNT TOTAL	17,831.88	.00	17,831.88	
551-6685-436.89-04 MISCELLANEOUS SERVICES / SALES TAX										
1114		07/22	AP	01/28/22	0006021	IOWA DEPT.OF REVENUE	74.85			02/02/22
						SEMI MONTHLY SALES TAX				
1114		07/22	AP	01/07/22	0006019	IOWA DEPT.OF REVENUE	80.70			02/02/22
						SEMI MONTHLY SALES TAX				
						ACCOUNT TOTAL	155.55	.00	155.55	
						FUND TOTAL	29,871.26	.00	29,871.26	
FUND 552 SEWER RENTAL FUND										
552-6655-436.85-01 UTILITIES / UTILITIES										
1285		08/22	AP	01/14/22	0396704	CEDAR FALLS UTILITIES	7,167.77			02/11/22
						UTILITIES THRU 01/14/22				
						ACCOUNT TOTAL	7,167.77	.00	7,167.77	

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FUND 552 SEWER RENTAL FUND										
552-6665-1114	436.64-02	INSURANCE / HEALTH INS. REIMBURSEMENT		07/22	AP 01/19/22 0006027	ISOLVED BENEFIT SERVICES, INC	145.08			02/02/22
		HEALTH INS. REIMBURSEMENT								
		ACCOUNT TOTAL					145.08	.00	145.08	
552-6665-436.86-33 REPAIR & MAINTENANCE / SLUDGE REMOVAL										
552-6665-1247	08/22	AP 01/31/22 0396684				BLACK HAWK CO.LANDFILL	42.25			02/07/22
		LANDFILL SRV:1/17-1/31/22								
		ACCOUNT TOTAL					42.25	.00	42.25	
552-6665-436.86-34 REPAIR & MAINTENANCE / BILLING & COLLECTING										
552-6665-1285	08/22	AP 01/14/22 0396704				CEDAR FALLS UTILITIES	6,093.33			02/11/22
		UTILITIES THRU 01/14/22								
		ACCOUNT TOTAL					6,093.33	.00	6,093.33	
552-6665-436.89-04 MISCELLANEOUS SERVICES / SALES TAX										
552-6665-1114	07/22	AP 01/28/22 0006021				IOWA DEPT.OF REVENUE	1,540.75			02/02/22
		SEMI MONTHLY SALES TAX				COMMERCIAL SEWER				
552-6665-1114	07/22	AP 01/07/22 0006019				IOWA DEPT.OF REVENUE	6,744.45			02/02/22
		SEMI MONTHLY SALES TAX				COMMERCIAL SEWER				
		ACCOUNT TOTAL					8,285.20	.00	8,285.20	
		FUND TOTAL					21,733.63	.00	21,733.63	
FUND 553 2004 SEWER BOND										
FUND 555 STORM WATER UTILITY										
555-6630-1285	432.86-34	REPAIR & MAINTENANCE / BILLING & COLLECTING		08/22	AP 01/14/22 0396704	CEDAR FALLS UTILITIES	6,093.33			02/11/22
		UTILITIES THRU 01/14/22								
		ACCOUNT TOTAL					6,093.33	.00	6,093.33	
		FUND TOTAL					6,093.33	.00	6,093.33	

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FUND 570 SEWER ASSESSMENT										
FUND 606 DATA PROCESSING FUND										
606-1078-441.82-10 COMMUNICATION / TELEPHONE HOLDING ACCOUNT										
1285		08/22 AP		02/01/22	0396705	CENTURYLINK	74.94			02/11/22
						CITY PHONE SERV.-FEB'22				
1222		08/22 AP		01/19/22	0396655	VERIZON WIRELESS	1,441.08			02/01/22
						WIRELESS SRV:1/20-2/19/22				
1222		08/22 AP		01/06/22	0396654	U.S. CELLULAR	2,604.32			02/01/22
						WIRELESS SRV:1/6-2/5/22				
						ACCOUNT TOTAL	4,120.34	.00		4,120.34
						FUND TOTAL	4,120.34	.00		4,120.34
FUND 680 HEALTH INSURANCE FUND										
680-1902-457.51-01 INSURANCE / HEALTH INSURANCE										
1114		07/22 AP		01/31/22	0006013	EXPRESS SCRIPTS, INC.	14,028.17			02/02/22
						RX CLAIMS PROCESSING				
1114		07/22 AP		01/28/22	0006051	WELLMARK IOWA	27,552.79			02/02/22
						HEALTH CLAIMS PROCESSING				
1114		07/22 AP		01/25/22	0006053	WEX HEALTH, INC.	121.20			02/02/22
						COBRA MONTHLY ADMIN FEE				
1286		07/22 AP		01/24/22	0006012	EXPRESS SCRIPTS, INC.	10,869.07			02/11/22
						RX CLAIMS PROCESSING				
1114		07/22 AP		01/21/22	0006050	WELLMARK IOWA	63,798.53			02/02/22
						HEALTH CLAIMS PROCESSING				
1114		07/22 AP		01/18/22	0006011	EXPRESS SCRIPTS, INC.	16,274.24			02/02/22
						RX CLAIMS PROCESSING				
1114		07/22 AP		01/14/22	0006049	WELLMARK IOWA	25,914.24			02/02/22
						HEALTH CLAIMS PROCESSING				
1114		07/22 AP		01/10/22	0006010	EXPRESS SCRIPTS, INC.	27,649.88			02/02/22
						RX CLAIMS PROCESSING				
1114		07/22 AP		01/03/22	0006009	EXPRESS SCRIPTS, INC.	6,678.17			02/02/22
						RX CLAIMS PROCESSING				
1114		07/22 AP		01/03/22	0006052	WELLMARK IOWA	52,183.32			02/02/22
						HEALTH CLAIMS PROCESSING				
						ACCOUNT TOTAL	245,069.61	.00		245,069.61
680-1902-457.51-06 INSURANCE / DENTAL INSURANCE										
1114		07/22 AP		01/24/22	0006012	EXPRESS SCRIPTS, INC.	10,869.07			02/02/22
						RX CLAIMS PROCESSING				
1286		07/22 AP		01/24/22	0006012	EXPRESS SCRIPTS, INC.		10,869.07		02/11/22
						ACCOUNT CORRECTION				
1114		07/22 AP		01/03/22	0006007	DELTA DENTAL OF IOWA	7,747.64			02/02/22
						JANUARY 2022 DENTAL				
						ACCOUNT TOTAL	18,616.71	10,869.07		7,747.64

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FUND 680 HEALTH INSURANCE FUND										
FUND TOTAL							263,686.32	10,869.07	252,817.25	
FUND 681 HEALTH SEVERANCE										
681-1902-457.51-10 INSURANCE / HEALTH SEVERANCE PAYMENTS										
1270		08/22 AP		02/08/22	0396689	ANDERSON, ALETA L.	170.10		02/09/22	
		RMB:JAN.2022				HEALTH SEV. MEDICARE-ALETA				
1270		08/22 AP		02/08/22	0396689	ANDERSON, ALETA L.	170.10		02/09/22	
		RMB:JAN.2022				HEALTH SEV. MEDICARE-RICHARD				
1270		08/22 AP		02/08/22	0396695	REGENOLD, SHARON K.	261.17		02/09/22	
		RMB:DEC.2021				HEALTH SEV.				
ACCOUNT TOTAL							601.37	.00	601.37	
FUND TOTAL							601.37	.00	601.37	
FUND 682 HEALTH INSURANCE - FIRE										
FUND 685 VEHICLE MAINTENANCE FUND										
FUND 686 PAYROLL FUND										
686-0000-222.01-00 PAYROLL LIABILITY / FEDERAL TAXES										
1114		07/22 AP		01/31/22	0006046	UNITED STATES TREASURY	62,050.43		02/02/22	
		FEDERAL WITHHOLDING TAX				01/28/22 PAYROLL				
1114		07/22 AP		01/18/22	0006045	UNITED STATES TREASURY	74,224.45		02/02/22	
		FEDERAL WITHHOLDING TAX				01/14/22 PAYROLL				
ACCOUNT TOTAL							136,274.88	.00	136,274.88	
686-0000-222.02-00 PAYROLL LIABILITY / STATE WITHHOLDING										
1114		07/22 AP		01/31/22	0006022	IOWA DEPT.OF REVENUE	27,149.87		02/02/22	
		STATE WITHHOLDING TAX				01/28/22 PAYROLL				
1114		07/22 AP		01/14/22	0006020	IOWA DEPT.OF REVENUE	30,261.14		02/02/22	
		STATE WITHHOLDING TAX				01/14/22 PAYROLL				
ACCOUNT TOTAL							57,411.01	.00	57,411.01	
686-0000-222.03-00 PAYROLL LIABILITY / FICA										
1114		07/22 AP		01/31/22	0006046	UNITED STATES TREASURY	74,724.86		02/02/22	
		SS & MQGE/MEDICARE TAX				01/28/22 PAYROLL				
1114		07/22 AP		01/18/22	0006045	UNITED STATES TREASURY	81,204.80		02/02/22	
		SS & MQGE/MEDICARE TAX				01/14/22 PAYROLL				
ACCOUNT TOTAL							155,929.66	.00	155,929.66	
686-0000-222.04-00 PAYROLL LIABILITY / IPERS										
1114		07/22 AP		01/05/22	0006018	I.P.E.R.S.	204,345.51		02/02/22	

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NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 686 PAYROLL FUND									
686-0000-222.04-00 PAYROLL LIABILITY / IPERS						continued			
IPERS DECEMBER 2021									
ACCOUNT TOTAL							204,345.51	.00	204,345.51
686-0000-222.05-00 PAYROLL LIABILITY / OTHER DEDUCTIONS PAYABLE									
1114		07/22	AP	01/31/22	0006006	COLLECTION SERVICES CENTER	544.01		02/02/22
						CHILD SUPPORT PAYMENTS			
1114		07/22	AP	01/28/22	0006026	ISOLVED BENEFIT SERVICES, INC	5,701.36		02/02/22
						CAFETERIA PLAN			
1114		07/22	AP	01/26/22	0006048	VOYA FINANCIAL	12,838.46		02/02/22
						EMPLOYEE 457 CONTRIBUTION			
1114		07/22	AP	01/19/22	0006005	COLLECTION SERVICES CENTER	544.01		02/02/22
						CHILD SUPPORT PAYMENTS			
1114		07/22	AP	01/14/22	0006025	ISOLVED BENEFIT SERVICES, INC	5,701.36		02/02/22
						CAFETERIA PLAN			
1114		07/22	AP	01/12/22	0006047	VOYA FINANCIAL	39,838.46		02/02/22
						EMPLOYEE 457 CONTRIBUTION			
1114		07/22	AP	01/03/22	0006004	COLLECTION SERVICES CENTER	544.01		02/02/22
						CHILD SUPPORT PAYMENTS			
ACCOUNT TOTAL							65,711.67	.00	65,711.67
686-0000-222.14-00 PAYROLL LIABILITY / POLICE & FIRE RETIREMENT									
1114		07/22	AP	01/06/22	0006028	MUNICIPAL FIRE & POLICE RETIR	240,956.00		02/02/22
						MFRPSI RETIREMENT			
ACCOUNT TOTAL							240,956.00	.00	240,956.00
686-1902-457.89-05 MISCELLANEOUS SERVICES / UNEMPLOYMENT TAXES									
1114		07/22	AP	01/24/22	0006023	IOWA WORKFORCE DEVELOPMENT	11,371.91		02/02/22
						RMB:BENEFIT THRU 12/31/21			
ACCOUNT TOTAL							11,371.91	.00	11,371.91
FUND TOTAL							872,000.64	.00	872,000.64
FUND 687 WORKERS COMPENSATION FUND									
687-1902-457.51-02 INSURANCE / WORKERS COMP INSURANCE									
1114		07/22	AP	01/24/22	0006008	EMC RISK SERVICES, LLC	1,125.00		02/02/22
						WORKER COMP ADMIN FEE			
1114		07/22	AP	01/24/22	0006008	EMC RISK SERVICES, LLC	3,477.96		02/02/22
						WORKER COMP CLAIM			
ACCOUNT TOTAL							4,602.96	.00	4,602.96

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FUND 687 WORKERS COMPENSATION FUND									
						FUND TOTAL	4,602.96	.00	4,602.96
FUND 688 LTD INSURANCE FUND									
						688-1902-457.51-03 INSURANCE / LTD INSURANCE			
	1236			08/22 AP 02/01/22	0396681	MADISON NATIONAL LIFE INS.CO, LTD - FEBRUARY 2022	3,939.07		02/03/22
						ACCOUNT TOTAL	3,939.07	.00	3,939.07
						688-1902-457.51-04 INSURANCE / LIFE INSURANCE			
	1236			08/22 AP 02/01/22	0396682	STANDARD INSURANCE COMPANY GROUP LIFE AD/D-FEB'22	3,586.85		02/03/22
						ACCOUNT TOTAL	3,586.85	.00	3,586.85
						FUND TOTAL	7,525.92	.00	7,525.92
FUND 689 LIABILITY INSURANCE FUND									
						689-1902-457.51-05 INSURANCE / LIABILITY INSURANCE			
	1114			07/22 AP 01/24/22	0006008	EMC RISK SERVICES, LLC	245.00		02/02/22
						LIABILITY ADMIN FEES			
	1114			07/22 AP 01/24/22	0006008	EMC RISK SERVICES, LLC	10,648.44		02/02/22
						LIABILITY CLAIM			
						ACCOUNT TOTAL	10,893.44	.00	10,893.44
						FUND TOTAL	10,893.44	.00	10,893.44
FUND 724 TRUST & AGENCY									
						724-0000-487.50-01 TRANSFERS OUT / TRANSFERS TO GENERAL FUND			
	1285			08/22 AP 02/10/22	0396709	GENERAL FUND PROPERTY TAX PAYMENT	16,413.07		02/11/22
						ACCOUNT TOTAL	16,413.07	.00	16,413.07
						FUND TOTAL	16,413.07	.00	16,413.07

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NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
-----									
-----									
POST DT ----									
FUND 727						GREENWOOD CEMETERY P-CARE			
FUND 728						FAIRVIEW CEMETERY P-CARE			
FUND 729						HILLSIDE CEMETERY P-CARE			
FUND 790						FLOOD LEVY			
						GRAND TOTAL	1,315,455.57	11,072.58	1,304,382.99

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GROUP	PO	ACCTG	---	TRANSACTION---	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
NBR	NBR	PER.	CD	DATE	NUMBER			POST DT
FUND 101 GENERAL FUND								
101-1008-441.71-01					OFFICE SUPPLIES / OFFICE SUPPLIES			
1288		08/22	AP	02/10/22	0000000 OFFICE EXPRESS OFFICE PRODUCT	6.43		02/15/22
					LEGAL PADS, JR LGL PADS			
1237		08/22	AP	02/03/22	0000000 OFFICE EXPRESS OFFICE PRODUCT	26.24		02/15/22
					COPY PAPER			
1237		08/22	AP	02/02/22	0000000 LEGISLATIVE SERVICES AGENCY	25.00		02/15/22
					2021 IOWA ACTS			
1237		08/22	AP	01/31/22	0000000 STOREY KENWORTHY	72.75		02/15/22
					#9 WINDOW ENVELOPES			
					ACCOUNT TOTAL	130.42	.00	130.42
101-1008-441.83-04					TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS			
1237		08/22	AP	02/08/22	0000000 SECRETARY, STATE OF IOWA	30.00		02/15/22
					NOTARY-L REITER			
1237		08/22	AP	02/08/22	0000000 SECRETARY, STATE OF IOWA	30.00		02/15/22
					NOTARY-K STEVENS			
1237		08/22	AP	02/08/22	0000000 SECRETARY, STATE OF IOWA	30.00		02/15/22
					NOTARY-M BREITBACH			
					ACCOUNT TOTAL	90.00	.00	90.00
101-1026-441.71-01					OFFICE SUPPLIES / OFFICE SUPPLIES			
1288		08/22	AP	02/10/22	0000000 OFFICE EXPRESS OFFICE PRODUCT	2.57		02/15/22
					LEGAL PADS, JR LGL PADS			
1288		08/22	AP	02/09/22	0000000 OFFICE EXPRESS OFFICE PRODUCT	25.06		02/15/22
					CLOCK			
1237		08/22	AP	02/03/22	0000000 OFFICE EXPRESS OFFICE PRODUCT	5.25		02/15/22
					COPY PAPER			
1237		08/22	AP	01/31/22	0000000 STOREY KENWORTHY	4.85		02/15/22
					#9 WINDOW ENVELOPES			
					ACCOUNT TOTAL	37.73	.00	37.73
101-1028-441.71-01					OFFICE SUPPLIES / OFFICE SUPPLIES			
1288		08/22	AP	02/10/22	0000000 OFFICE EXPRESS OFFICE PRODUCT	8.57		02/15/22
					LEGAL PADS, JR LGL PADS			
1237		08/22	AP	02/03/22	0000000 OFFICE EXPRESS OFFICE PRODUCT	31.49		02/15/22
					COPY PAPER			
1237		08/22	AP	01/31/22	0000000 STOREY KENWORTHY	121.25		02/15/22
					#9 WINDOW ENVELOPES			
					ACCOUNT TOTAL	161.31	.00	161.31
101-1038-441.71-01					OFFICE SUPPLIES / OFFICE SUPPLIES			
1288		08/22	AP	02/10/22	0000000 OFFICE EXPRESS OFFICE PRODUCT	2.57		02/15/22



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 GROUP PO ACCTG ----TRANSACTION----  
 NBR NBR PER. CD DATE NUMBER DESCRIPTION DEBITS CREDITS CURRENT  
 -----  
 POST DT -----

FUND 101 GENERAL FUND  
 101-1038-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES continued

1237				08/22	AP	02/03/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	20.99		02/15/22
								LEGAL PADS, JR LGL PADS			
								COPY PAPER			
1237				08/22	AP	01/31/22	0000000	STOREY KENWORTHY	72.75		02/15/22
								#9 WINDOW ENVELOPES			
								ACCOUNT TOTAL	96.31	.00	96.31

101-1038-441.81-09 PROFESSIONAL SERVICES / HUMAN RIGHTS COMMISSION

1237				08/22	AP	02/03/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.10		02/15/22
								COPY PAPER			
1237				08/22	AP	01/31/22	0000000	STOREY KENWORTHY	4.85		02/15/22
								#9 WINDOW ENVELOPES			
1288				08/22	AP	01/30/22	0000000	COURIER COMMUNICATIONS-ADVERT	5.00		02/15/22
								PAPER STATEMENT FEE			
1288				08/22	AP	01/25/22	0000000	COURIER COMMUNICATIONS-ADVERT	39.00		02/15/22
								SEARCH BOOST			
1288				08/22	AP	01/16/22	0000000	COURIER COMMUNICATIONS-ADVERT	25.00		02/15/22
								MARTIN LUTHER KING DAY			
1288				08/22	AP	01/16/22	0000000	COURIER COMMUNICATIONS-ADVERT	189.00		02/15/22
								MARTIN LUTHER KING DAY			
								COURIER			
								ACCOUNT TOTAL	264.95	.00	264.95

101-1038-441.81-53 PROFESSIONAL SERVICES / JOB NOTICES

1288				08/22	AP	01/30/22	0000000	COURIER COMMUNICATIONS-ADVERT	260.00		02/15/22
								JOB AD:LAND SURVEYOR			
1288				08/22	AP	01/30/22	0000000	COURIER COMMUNICATIONS-ADVERT	91.67		02/15/22
								JOB AD:LAND SURVEYOR			
1288				08/22	AP	01/30/22	0000000	COURIER COMMUNICATIONS-ADVERT	280.00		02/15/22
								JOB AD:PT LIBRARY INTERN			
1288				08/22	AP	01/30/22	0000000	COURIER COMMUNICATIONS-ADVERT	74.00		02/15/22
								JOB AD:ENGINEER TECH II			
1288				08/22	AP	01/30/22	0000000	COURIER COMMUNICATIONS-ADVERT	74.00		02/15/22
								JOB AD:EQUIPMENT MECHANIC			
1288				08/22	AP	01/30/22	0000000	COURIER COMMUNICATIONS-ADVERT	74.00		02/15/22
								JOB AD:MAINTENANCE WORKER			
1288				08/22	AP	01/30/22	0000000	COURIER COMMUNICATIONS-ADVERT	53.00		02/15/22
								NOW HIRING 4			
1288				08/22	AP	01/26/22	0000000	COURIER COMMUNICATIONS-ADVERT	91.67		02/15/22
								JOB AD:LAND SURVEYOR			
1288				08/22	AP	01/26/22	0000000	COURIER COMMUNICATIONS-ADVERT	25.00		02/15/22
								JOB AD:PT LIBRARY INTERN			
1288				08/22	AP	01/25/22	0000000	COURIER COMMUNICATIONS-ADVERT	39.00		02/15/22
								SEARCH BOOST			
1288				08/22	AP	01/23/22	0000000	COURIER COMMUNICATIONS-ADVERT	260.00		02/15/22
								JOB AD:PT OFFICE ASSISTNT			
								ONLINE IMPRESSIONS			

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-1038-441.81-53						PROFESSIONAL SERVICES / JOB NOTICES			
						continued			
1288		08/22 AP		01/23/22	0000000	COURIER COMMUNICATIONS-ADVERT	91.67		02/15/22
						JOB AD:PT OFFICE ASSISTNT COURIER			
1288		08/22 AP		01/23/22	0000000	COURIER COMMUNICATIONS-ADVERT	91.67		02/15/22
						JOB AD:LAND SURVEYOR COURIER			
1288		08/22 AP		01/23/22	0000000	COURIER COMMUNICATIONS-ADVERT	25.00		02/15/22
						JOB AD:PT LIBRARY INTERN COURIER			
1288		08/22 AP		01/19/22	0000000	COURIER COMMUNICATIONS-ADVERT	20.00		02/15/22
						JOB AD:PUBLC SAFTY OFFIC PULSE			
1288		08/22 AP		01/19/22	0000000	COURIER COMMUNICATIONS-ADVERT	91.67		02/15/22
						JOB AD:PT OFFICE ASSISTNT PULSE			
1288		08/22 AP		01/19/22	0000000	COURIER COMMUNICATIONS-ADVERT	91.67		02/15/22
						JOB AD:LAND SURVEYOR PULSE			
1288		08/22 AP		01/19/22	0000000	COURIER COMMUNICATIONS-ADVERT	25.00		02/15/22
						JOB AD:PT LIBRARY INTERN PULSE			
1233		08/22 AP		01/17/22	0139342	US BANK	203.10		02/08/22
						ONE SOURCE THE BACKGROUND BACKGROUND CHECKS			
1233		08/22 AP		01/17/22	0139342	US BANK	146.30		02/08/22
						ONE SOURCE THE BACKGROUND BACKGROUND CHECKS			
1288		08/22 AP		01/16/22	0000000	COURIER COMMUNICATIONS-ADVERT	91.25		02/15/22
						JOB AD:PUBLC SAFTY OFFIC COURIER			
1288		08/22 AP		01/16/22	0000000	COURIER COMMUNICATIONS-ADVERT	91.67		02/15/22
						JOB AD:PT OFFICE ASSISTNT COURIER			
1288		08/22 AP		01/16/22	0000000	COURIER COMMUNICATIONS-ADVERT	91.67		02/15/22
						JOB AD:LAND SURVEYOR COURIER			
1288		08/22 AP		01/16/22	0000000	COURIER COMMUNICATIONS-ADVERT	54.00		02/15/22
						JOB AD:PT LIBRARY INTERN COURIER			
1288		08/22 AP		01/12/22	0000000	COURIER COMMUNICATIONS-ADVERT	20.00		02/15/22
						JOB AD:PUBLC SAFTY OFFIC PULSE			
1288		08/22 AP		01/12/22	0000000	COURIER COMMUNICATIONS-ADVERT	91.67		02/15/22
						JOB AD:PT OFFICE ASSISTNT PULSE			
1288		08/22 AP		01/12/22	0000000	COURIER COMMUNICATIONS-ADVERT	91.67		02/15/22
						JOB AD:LAND SURVEYOR PULSE			
1288		08/22 AP		01/09/22	0000000	COURIER COMMUNICATIONS-ADVERT	91.25		02/15/22
						JOB AD:PUBLC SAFTY OFFIC COURIER			
1288		08/22 AP		01/09/22	0000000	COURIER COMMUNICATIONS-ADVERT	450.00		02/15/22
						30K IMPRESSIONS ONLINE			
1288		08/22 AP		01/09/22	0000000	COURIER COMMUNICATIONS-ADVERT	120.67		02/15/22
						JOB AD:PT OFFICE ASSISTNT COURIER			
1288		08/22 AP		01/09/22	0000000	COURIER COMMUNICATIONS-ADVERT	120.67		02/15/22
						JOB AD:LAND SURVEYOR COURIER			
1233		08/22 AP		01/05/22	0139342	US BANK	119.95		02/08/22
						LINKEDIN-741*6666804 RECRUITER MONTHLY RENEWAL			
1288		08/22 AP		01/05/22	0000000	COURIER COMMUNICATIONS-ADVERT	20.00		02/15/22
						JOB AD:PUBLC SAFTY OFFIC PULSE			
1288		08/22 AP		01/02/22	0000000	COURIER COMMUNICATIONS-ADVERT	91.67		02/15/22
						JOB AD:COMM SRV COORDNATR COURIER			
1288		08/22 AP		01/02/22	0000000	COURIER COMMUNICATIONS-ADVERT	91.25		02/15/22
						JOB AD:PUBLC SAFTY OFFIC COURIER			
1288		08/22 AP		12/29/21	0000000	COURIER COMMUNICATIONS-ADVERT	91.67		02/15/22

PREPARED 02/15/2022, 9:55:03  
 PROGRAM GM360L  
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

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 ACCOUNTING PERIOD 07/2022

Item 32.

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1038-441.81-53						PROFESSIONAL SERVICES / JOB NOTICES				continued
1288						JOB AD:COMM SRV COORDNATR PULSE	20.00			02/15/22
						08/22 AP 12/29/21 0000000 COURIER COMMUNICATIONS-ADVERT PULSE				
						JOB AD:PUBLIC SAFTY OFFIC PULSE				
						ACCOUNT TOTAL	3,857.48	.00		3,857.48
101-1038-441.81-56						PROFESSIONAL SERVICES / EMPLOYEE WELLNESS PROG				
1233						08/22 AP 01/07/22 0139342 US BANK	705.60			02/08/22
						4IMPRINT WELLNESS COMM. AWARDS				
						ACCOUNT TOTAL	705.60	.00		705.60
101-1038-441.83-04						TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS				
1233						08/22 AP 12/21/21 0139342 US BANK	80.00			02/08/22
						PAYPAL *CEDARVALLEY 2022 MEMBERSHIP-B BALVANZ				
						ACCOUNT TOTAL	80.00	.00		80.00
101-1048-441.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
1288						08/22 AP 02/10/22 0000000 OFFICE EXPRESS OFFICE PRODUCT	1.29			02/15/22
1237						LEGAL PADS,JR LGL PADS				02/15/22
						08/22 AP 02/03/22 0000000 OFFICE EXPRESS OFFICE PRODUCT	4.20			
1237						COPY PAPER				02/15/22
						08/22 AP 01/31/22 0000000 STOREY KENWORTHY	4.85			
						#9 WINDOW ENVELOPES				
						ACCOUNT TOTAL	10.34	.00		10.34
101-1048-441.72-11						OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES				
1237						08/22 AP 02/01/22 0000000 THOMSON REUTERS - WEST	644.21			02/15/22
						WESTLAW INFORMATION 01/01/22-01/31/22				
						ACCOUNT TOTAL	644.21	.00		644.21
101-1048-441.81-29						PROFESSIONAL SERVICES / LEGAL CONSULTANTS				
1237						08/22 AP 01/26/22 0000000 AHLERS AND COONEY, P.C.	161.46			02/15/22
						LGL:LABOR RELATIONS 12/22/21-01/19/22				
1288						08/22 AP 01/26/22 0000000 AHLERS AND COONEY, P.C.	688.00			02/15/22
						LGL:EMPL.INVESTIGATION 12/13/21-1/7/22				
						ACCOUNT TOTAL	849.46	.00		849.46
101-1048-441.83-04						TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS				

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-1048-441.83-04						TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS			continued
1233		08/22 AP		01/17/22	0139342	US BANK	20.00		02/08/22
1233		08/22 AP		01/17/22	0139342	US BANK	250.00		02/08/22
						OFFICE OF PROF REGULATION			
						OFFICE OF PROF REGULATION			
						CLIENT SEC.ANNUAL FILING			
						ACCOUNT TOTAL	270.00	.00	270.00
101-1060-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1234		08/22 AP		01/12/22	0139342	US BANK	25.64		02/08/22
1234		08/22 AP		12/30/21	0139342	US BANK	9.98		02/08/22
						AMZN MKTP US*BA99Y3U13			
						O DONNELL ACE HARDWARE			
						SCOOP FOR SNOW/ICE MELT			
						ACCOUNT TOTAL	35.62	.00	35.62
101-1060-423.81-91 PROFESSIONAL SERVICES / LICENSES & SERVICE CONTRT									
1234		08/22 AP		01/12/22	0139342	US BANK	80.00		02/08/22
						INTUIT *QUICKBOOKS ONLINE			
						QUICKBOOKS MONTHLY SUB.			
						ACCOUNT TOTAL	80.00	.00	80.00
101-1060-423.83-06 TRANSPORTATION&EDUCATION / EDUCATION									
1234		08/22 AP		12/31/21	0139342	US BANK	1,447.53		02/08/22
						EB HOW TO BUILD AN AN			
						ANTIRACIST LIB. CULTURE			
						ACCOUNT TOTAL	1,447.53	.00	1,447.53
101-1060-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM									
1234		08/22 AP		01/13/22	0139342	US BANK	23.67		02/08/22
1234		08/22 AP		01/13/22	0139342	US BANK	56.57		02/08/22
1234		08/22 AP		01/10/22	0139342	US BANK	61.50		02/08/22
1234		08/22 AP		12/23/21	0139342	US BANK	100.00		02/08/22
						AMZN MKTP US*5E2AX1OZ3			
						AMZN MKTP US*7S04J00I3			
						SQ *SCRATCH CUPCAKERY			
						BARNES & NOBLE #2168			
						FOTL:YOUTH-STICKERS			
						FOTL:YOUTH-STICKERS &			
						FOTL:YA-CUPCAKES			
						FOTL:YA-GIFT CARDS			
						ACCOUNT TOTAL	241.74	.00	241.74
101-1060-423.89-34 MISCELLANEOUS SERVICES / ENDOWMENT SUPPORTED PROG.									
1234		08/22 AP		12/24/21	0139342	US BANK	125.00		02/08/22
						PAYPAL *HAPPYFACESE			
						BERG 2RMB SLP '22-DEPOSIT			
						ACCOUNT TOTAL	125.00	.00	125.00

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1061-423	71-11	OFFICE SUPPLIES / TECHNICAL PROCESSING SUPP								
1234	08/22	AP		01/03/22	0139342	US BANK	19.80			02/08/22
						AMAZON.COM*SD9K00UR3 AMZN				
1234	08/22	AP		12/22/21	0139342	US BANK	21.99			02/08/22
						AMAZON.COM*Q34B04KM3 AMZN				
						HEADSET				
						ACCOUNT TOTAL	41.79	.00		41.79
101-1061-423	89-20	MISCELLANEOUS SERVICES / ADULT BOOKS								
1234	08/22	AP		01/18/22	0139342	US BANK	13.69			02/08/22
						AMAZON.COM*RF5Q28GI3 AMZN				
1234	08/22	AP		01/17/22	0139342	US BANK	33.79			02/08/22
						AMAZON.COM*XT38G0CS3 AMZN				
1234	08/22	AP		01/17/22	0139342	US BANK	17.95			02/08/22
						AMZN MKTP US*XF31E4IB3				
1234	08/22	AP		01/14/22	0139342	US BANK	92.41			02/08/22
						AMAZON.COM*FB6X38SH3				
1234	08/22	AP		01/14/22	0139342	US BANK	23.49			02/08/22
						AMAZON.COM*7409E6013				
1234	08/22	AP		01/13/22	0139342	US BANK	11.98			02/08/22
						AMAZON.COM*2S6PV9743 AMZN				
1234	08/22	AP		01/11/22	0139342	US BANK	22.49			02/08/22
						AMAZON.COM*AK1FZ45J3				
1234	08/22	AP		01/11/22	0139342	US BANK	13.99			02/08/22
						AMAZON.COM*4R8P19OT3				
1234	08/22	AP		01/11/22	0139342	US BANK	13.94			02/08/22
						AMAZON.COM*LK7QA1X03				
1234	08/22	AP		01/10/22	0139342	US BANK	18.89			02/08/22
						AMAZON.COM*RZ84I68K3				
1234	08/22	AP		01/03/22	0139342	US BANK	10.78			02/08/22
						AMAZON.COM*YX72B2013 AMZN				
1234	08/22	AP		12/31/21	0139342	US BANK	54.97			02/08/22
						AMAZON.COM*3H0XX4XC3 AMZN				
1234	08/22	AP		12/31/21	0139342	US BANK	13.08			02/08/22
						AMAZON.COM*YG6246PM3 AMZN				
1234	08/22	AP		12/28/21	0139342	US BANK	22.99			02/08/22
						AMAZON.COM*QJ82E7WJ3 AMZN				
1234	08/22	AP		12/28/21	0139342	US BANK	9.74			02/08/22
						AMAZON.COM*E33LQ0J33 AMZN				
1234	08/22	AP		12/23/21	0139342	US BANK	24.95			02/08/22
						AMAZON.COM*LZ14N6L23 AMZN				
1234	08/22	AP		12/23/21	0139342	US BANK	14.95			02/08/22
						AMAZON.COM*6R8LE9ST3				
1234	08/22	AP		12/21/21	0139342	US BANK	13.29			02/08/22
						AMAZON.COM*2J4E86H23 AMZN				
1234	08/22	AP		12/21/21	0139342	US BANK	48.27			02/08/22
						AMAZON.COM*ZM63Y2673 AMZN				
						ADULT BOOKS				
						ACCOUNT TOTAL	475.64	.00		475.64

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT	
FUND 101 GENERAL FUND										
101-1061-423.89-22						MISCELLANEOUS SERVICES / YOUTH BOOKS				
1234		08/22 AP		01/17/22	0139342	US BANK	4.99		02/08/22	
		AMZN MKTP				US*XF31E4IB3				
1234		08/22 AP		01/14/22	0139342	US BANK	12.87		02/08/22	
		AMZN MKTP				US*M09948TK3				
1234		08/22 AP		01/04/22	0139342	US BANK	15.78		02/08/22	
		AMAZON.COM				*W87NK3DW3				
1234		08/22 AP		01/04/22	0139342	US BANK	17.99		02/08/22	
		AMAZON.COM				*NK3127HI3				
1234		08/22 AP		01/03/22	0139342	US BANK	30.97		02/08/22	
		AMAZON.COM				*UU3A729B3 AMZN				
1234		08/22 AP		01/03/22	0139342	US BANK	15.45		02/08/22	
		AMZN MKTP				US*TE6TH1Q13				
1234		08/22 AP		01/03/22	0139342	US BANK	12.99		02/08/22	
		AMZN MKTP				US*704RK9Z73				
1234		08/22 AP		01/03/22	0139342	US BANK	17.34		02/08/22	
		AMZN MKTP				US*RK1AX98T3				
1234		08/22 AP		01/03/22	0139342	US BANK	60.93		02/08/22	
		AMZN MKTP				US*2S3TU6NT3				
		ACCOUNT TOTAL						189.31	.00	189.31
101-1061-423.89-24 MISCELLANEOUS SERVICES / ADULT AUDIO										
1234		08/22 AP		01/19/22	0139342	US BANK	12.28		02/08/22	
		AMZN MKTP				US*SR01F8173				
		ACCOUNT TOTAL						12.28	.00	12.28
101-1118-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1237		08/22 AP		02/03/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.10		02/15/22	
		COPY PAPER								
1237		08/22 AP		01/31/22	0000000	STOREY KENWORTHY	4.85		02/15/22	
		#9 WINDOW ENVELOPES								
		ACCOUNT TOTAL						6.95	.00	6.95
101-1118-441.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS										
1233		08/22 AP		12/30/21	0139342	US BANK	355.00		02/08/22	
		PDI								
		MEMBERSHIP RENEW-S GRAHAM								
		ACCOUNT TOTAL						355.00	.00	355.00
101-1158-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1237		08/22 AP		02/03/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.10		02/15/22	
		COPY PAPER								
1237		08/22 AP		01/31/22	0000000	STOREY KENWORTHY	4.85		02/15/22	

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-1158-441.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES #9 WINDOW ENVELOPES			continued
						ACCOUNT TOTAL	6.95	.00	6.95
101-1199-421.31-10						HUMAN DEVELOPMENT GRANTS / GRANTS - CULTURAL SERVICE			
1233		08/22 AP		01/19/22	0139342	US BANK MASTERPAK PACKING BOX FOR EXHIBIT PROJECT#: 576	86.97		02/08/22
						ACCOUNT TOTAL	86.97	.00	86.97
101-1199-421.31-21						HUMAN DEVELOPMENT GRANTS / GRANTS-LIBRARY STATE AID			
1234		08/22 AP		01/05/22	0139342	US BANK PORTLAND PEDALS ELECTRIC ASSIST ADDITION	1,459.35		02/08/22
						ACCOUNT TOTAL	1,459.35	.00	1,459.35
101-1199-441.72-19						OPERATING SUPPLIES / PRINTING			
1237		08/22 AP		02/02/22	0000000	LEGISLATIVE SERVICES AGENCY	25.00		02/15/22
1237		08/22 AP		01/26/22	0000000	2021 IOWA ACTS COURIER LEGAL COMMUNICATIONS	557.25		02/15/22
						1/18/22 CC MTG.MINS/BILLS			
						ACCOUNT TOTAL	582.25	.00	582.25
101-1199-441.89-13						MISCELLANEOUS SERVICES / CONTINGENCY			
1237		08/22 AP		01/10/22	0000000	BAAS, TROY	145.00		02/15/22
1233		08/22 AP		12/21/21	0139342	PHOTOS-SHINDEL, GANFIELD, CASTLE, PICKAR US BANK	18.97		02/08/22
						HY-VEE CEDAR FALLS 1052 RECEPTION-DARRAH & MILLER			
						ACCOUNT TOTAL	163.97	.00	163.97
101-2205-432.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES			
1273		08/22 AP		02/07/22	0000000	OFFICE EXPRESS OFFICE PRODUCT COPY PAPER, ENVELOPES	3.70		02/15/22
1273		08/22 AP		02/01/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.67		02/15/22
1273		08/22 AP		01/28/22	0000000	LEGAL WRITING PADS OFFICE EXPRESS OFFICE PRODUCT	1.51		02/15/22
						POST-IT NOTES			
						ACCOUNT TOTAL	6.88	.00	6.88

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT ----
FUND 101 GENERAL FUND									
101-2205-432.72-19						OPERATING SUPPLIES / PRINTING			
1237		08/22 AP		01/31/22	0000000	STOREY KENWORTHY	4.85		02/15/22
						#9 WINDOW ENVELOPES			
						ACCOUNT TOTAL	4.85	.00	4.85
101-2235-412.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES			
1273		08/22 AP		02/07/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	57.90		02/15/22
						3 HOLE PUNCH, BATTERIES, MAIL LABELS			
1273		08/22 AP		02/07/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	13.22		02/15/22
						COPY PAPER, ENVELOPES			
1237		08/22 AP		01/31/22	0000000	STOREY KENWORTHY	24.25		02/15/22
						#9 WINDOW ENVELOPES			
1233		08/22 AP		01/18/22	0139342	US BANK	85.75		02/08/22
						INT'L CODE COUNCIL INC OFFICE SUPPLIES-TABS			
						ACCOUNT TOTAL	181.12	.00	181.12
101-2235-412.72-60						OPERATING SUPPLIES / SAFETY SUPPLIES			
1288		08/22 AP		12/01/21	0000000	BROWN'S SHOE FIT	119.95		02/15/22
						SAFETY SHOES-J CRAIG P.O. 56694			
						ACCOUNT TOTAL	119.95	.00	119.95
101-2235-412.83-06						TRANSPORTATION&EDUCATION / EDUCATION			
1233		08/22 AP		01/04/22	0139342	US BANK	600.00		02/08/22
						INT'L CODE COUNCIL INC TRAINING-MARK STURM			
						ACCOUNT TOTAL	600.00	.00	600.00
101-2245-442.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES			
1273		08/22 AP		02/07/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	10.58		02/15/22
						COPY PAPER, ENVELOPES			
1273		08/22 AP		02/01/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	8.77		02/15/22
						LEGAL WRITING PADS			
1273		08/22 AP		01/28/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	7.94		02/15/22
						POST-IT NOTES			
						ACCOUNT TOTAL	27.29	.00	27.29
101-2245-442.72-11						OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES			
1233		08/22 AP		12/21/21	0139342	US BANK	40.00		02/08/22
						CLB*IFSMA IFSMA MEMBERSHIP RENEWAL			
						ACCOUNT TOTAL	40.00	.00	40.00



PREPARED 02/15/2022, 9:55:03  
 PROGRAM GM360L  
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-2245-442.72-19						OPERATING SUPPLIES / PRINTING			
1237		08/22 AP		01/31/22	00000000	STOREY KENWORTHY	48.50		02/15/22
						#9 WINDOW ENVELOPES			
						ACCOUNT TOTAL	48.50	.00	48.50
101-2245-442.83-04						TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS			
1233		08/22 AP		01/20/22	0139342	US BANK	558.00		02/08/22
						AMERICAN PLANNING A MEMBERSHIP-THOM WEINTRAUT			
						ACCOUNT TOTAL	558.00	.00	558.00
101-2253-423.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES			
1233		08/22 AP		01/14/22	0139342	US BANK	234.50		02/08/22
						AMZN MKTP US*777IS2E33 CARD PRINTER INK			
						ACCOUNT TOTAL	234.50	.00	234.50
101-2253-423.72-44						OPERATING SUPPLIES / EXERCISE EQUIP. REPAIRS			
1233		08/22 AP		01/03/22	0139342	US BANK	796.00		02/08/22
						EXPRESSO EXPRESSO			
						ACCOUNT TOTAL	796.00	.00	796.00
101-2253-423.73-55						OTHER SUPPLIES / MEDIA			
1233		08/22 AP		12/28/21	0139342	US BANK	12.99		02/08/22
						CANVA* I03282-27178144 AD PROGRAM			
						ACCOUNT TOTAL	12.99	.00	12.99
101-2253-423.86-30						REPAIR & MAINTENANCE / MAINTENANCE & UPKEEP			
1233		08/22 AP		01/13/22	0139342	US BANK	29.58		02/08/22
						WAL-MART #0753 REPLACEMENT POOL CUES (3)			
1233		08/22 AP		01/13/22	0139342	US BANK	5.98		02/08/22
						O DONNELL ACE HARDWARE BOLTS FOR POOL CUE HOLDER			
1233		08/22 AP		12/31/21	0139342	US BANK	36.94		02/08/22
						O DONNELL ACE HARDWARE FIT GYM WALL MAT REPAIR			
						ACCOUNT TOTAL	72.50	.00	72.50
101-2280-423.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES			
1276		08/22 AP		01/27/22	00000000	OFFICE EXPRESS OFFICE PRODUCT	30.14		02/15/22
						BINDER CLIPS,NAME BADGES AND PHOTO MAILERS			
1233		08/22 AP		01/04/22	0139342	US BANK	18.79		02/08/22

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
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FUND 101 GENERAL FUND

101-2280-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES						continued			
					AMZN MKTP US*0195E6R93	LAPTOP RISER & PENS			
					ACCOUNT TOTAL		48.93	.00	48.93
101-2280-423.72-70 OPERATING SUPPLIES / CLASSROOM SUPPLIES									
1233		08/22 AP		01/14/22	0139342	US BANK	135.54		02/08/22
						DBC*BLICK ART MATERIAL			
						PASTELS AND PAPER			
1233		08/22 AP		01/13/22	0139342	US BANK	62.43		02/08/22
						MICHAELS STORES 1246			
						WATERCOLOR PAPER, MARBLES			
1233		08/22 AP		01/06/22	0139342	US BANK	140.63		02/08/22
						DISCOUNTSCH 8006272829			
						MODEL MAGIC, BEADS			
1233		08/22 AP		12/23/21	0139342	US BANK		139.99	02/08/22
						MENARDS CEDAR FALLS IA			
						REFUND FOR SHELVES THAT			
					ACCOUNT TOTAL		338.60	139.99	198.61
101-2280-423.72-74 OPERATING SUPPLIES / SERVICE/VOLUNTEER SUPP.									
1233		08/22 AP		01/04/22	0139342	US BANK	7.95		02/08/22
						AMZN MKTP US*0195E6R93			
						DAZZEL HOUR SUPPLIES			
					ACCOUNT TOTAL		7.95	.00	7.95
101-2280-423.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES									
1276		08/22 AP		02/09/22	0000000	SUTTON, ELIZABETH	50.00		02/15/22
						FILM DISCUSSION			
1276		08/22 AP		02/09/22	0000000	NISSEN, JERRY L	270.00		02/15/22
						INSTRUCT 6 WEEK OPEN			
						STUDIO CLASS.			
1276		08/22 AP		02/04/22	0000000	ARAMARK	9.16		02/15/22
						RUG SERVICE			
1276		08/22 AP		01/31/22	0000000	HAWKEYE ALARM & SIGNAL CO.	430.00		02/15/22
						ANNUAL FEE FOR ALARM			
						SERVICE & MONITORING			
1276		08/22 AP		01/28/22	0000000	ARAMARK	9.16		02/15/22
						RUG SERVICE			
					ACCOUNT TOTAL		768.32	.00	768.32
101-2280-423.81-61 PROFESSIONAL SERVICES / PROMOTIONS									
1233		08/22 AP		01/17/22	0139342	US BANK	48.07		02/08/22
						FACEBK 8UX47DPYN2			
						CLASS AND TEEN ART CLUB			
1233		08/22 AP		01/10/22	0139342	US BANK	30.98		02/08/22
						AMZN MKTP US*VA42J7CN3			
						PIANO FUNDRAISER GRAPHIC			
1233		08/22 AP		01/10/22	0139342	US BANK	12.95		02/08/22
						CANVA* I03295-14181185			
						MONTHLY FEE			
1233		08/22 AP		01/05/22	0139342	US BANK	74.77		02/08/22
						BUSY BEAVER BUTTON CO.			
						LUME EXHIBITION BUTTONS			

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-2280-423.81-61						PROFESSIONAL SERVICES / PROMOTIONS				continued
1233		08/22	AP	01/03/22	0139342	US BANK	61.91			02/08/22
						FACEBK YWESHB7YN2 CLASS, TEEN ART, FRIENDS				
						ACCOUNT TOTAL	228.68	.00	228.68	
101-2280-423.83-04						TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS				
1233		08/22	AP	01/07/22	0139342	US BANK	145.00			02/08/22
						IOWA MUSEUM ASSOCIATIO MEMBERSHIP RENEWAL LEVEL3				
						ACCOUNT TOTAL	145.00	.00	145.00	
101-2280-423.89-01						MISCELLANEOUS SERVICES / MISCELLANEOUS				
1233		08/22	AP	01/03/22	0139342	US BANK	115.34			02/08/22
						AMERICAN FRAME FRAME FOR HISTORIC				
						ACCOUNT TOTAL	115.34	.00	115.34	
101-2280-423.89-33						MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM				
1233		08/22	AP	01/07/22	0139342	US BANK	5.97			02/08/22
						AG NEW GROCERY MARKET CANDY FOR LUME RECEPTION				
1233		08/22	AP	01/06/22	0139342	US BANK		56.82		02/08/22
						TARGET 00017921 REFUND FOR SALES TAX				
1233		08/22	AP	01/06/22	0139342	US BANK	56.82			02/08/22
						TARGET 00017921 LUME RECEPTION SUPPLIES				
1233		08/22	AP	01/06/22	0139342	US BANK	56.01			02/08/22
						TARGET 00017921 SODA AND FOOD FOR LUME				
1233		08/22	AP	01/04/22	0139342	US BANK	13.98			02/08/22
						NUTS.COM SNACKS FOR RECEPTION				
						ACCOUNT TOTAL	132.78	56.82	75.96	
101-2280-423.93-01						EQUIPMENT / EQUIPMENT				
1233		08/22	AP	01/11/22	0139342	US BANK		37.44		02/08/22
						TARGET 00025262 REFUND OF ORDER WITH				
1233		08/22	AP	01/11/22	0139342	US BANK	37.44			02/08/22
						TARGET 00025262 IPAD MOUNTING BRACKET				
1233		08/22	AP	01/11/22	0139342	US BANK	34.99			02/08/22
						TARGET 00025262 IPAD MOUNTING BRACKET				
						ACCOUNT TOTAL	72.43	37.44	34.99	
101-4511-414.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
1274		08/22	AP	02/07/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	14.46			02/15/22
						TABLET HOLDER MATT KRUEGER				

GROUP	PO	ACCTG	---TRANSACTION---			DESCRIPTION	DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE	
								POST DT	
FUND 101 GENERAL FUND									
101-4511-414.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES						continued			
1237		08/22	AP	02/03/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	4.20		02/15/22
1237		08/22	AP	01/31/22	0000000	STOREY KENWORTHY	9.70		02/15/22
						#9 WINDOW ENVELOPES			
						ACCOUNT TOTAL	28.36	.00	28.36
101-4511-414.72-02 OPERATING SUPPLIES / LAUNDRY									
1274		08/22	AP	01/28/22	0000000	ARAMARK	13.65		02/15/22
1274		08/22	AP	01/28/22	0000000	ARAMARK	7.25		02/15/22
						TOWELS;MATS-PSS BUILDING			
						TOWELS-STATION #1			
						ACCOUNT TOTAL	20.90	.00	20.90
101-4511-414.72-09 OPERATING SUPPLIES / EQUIPMENT REPAIR									
1274		08/22	AP	01/26/22	0000000	OUTDOOR & MORE	88.68		02/15/22
						SNOW BLOWER REPAIRS			
						ACCOUNT TOTAL	88.68	.00	88.68
101-4511-414.72-11 OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES									
1274		08/22	AP	02/03/22	0000000	IOWA EMS ASSOCIATION	100.00		02/15/22
1233		08/22	AP	12/22/21	0139342	US BANK	114.00		02/08/22
						INT'L CODE COUNCIL INC			
						BOOKS-FIRE (PER BOSTWICK)			
						ACCOUNT TOTAL	214.00	.00	214.00
101-4511-414.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT									
1274		08/22	AP	02/09/22	0000000	SANDRY FIRE SUPPLY, L.L.C.	1,257.55		02/15/22
1274		08/22	AP	02/03/22	0000000	SANDRY FIRE SUPPLY, L.L.C.	342.23		02/15/22
						TURNOUT GEAR-GLOVES/HOODS			
						HELMET-ZACH LADAGE			
						ACCOUNT TOTAL	1,599.78	.00	1,599.78
101-4511-414.72-23 OPERATING SUPPLIES / RADIO & MDC FEES									
1274		08/22	AP	02/02/22	0000000	BLACK HAWK CO.E911-TREASURER	2,934.37		02/15/22
						FIRE EDACS FEE:JAN-MAR'22			
						ACCOUNT TOTAL	2,934.37	.00	2,934.37



GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-4511-414.89-40						MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE			continued
						GLENDALE PARADE STORE LLC HONOR GUARD UNIFORMS			
1274				08/22 AP	11/23/21 0000000	COVER-ALL EMBROIDERY, INC.	40.00		02/15/22
						EMBROIDER SWEATSHIRTS			
						ACCOUNT TOTAL	387.07	.00	387.07
101-4511-414.93-01 EQUIPMENT / EQUIPMENT									
1233				08/22 AP	01/10/22 0139342	US BANK	4,133.56		02/08/22
						SCHHEELS CEDAR FALLS WEIGHT EQUIPMENT-PS BLDG.			
1233				08/22 AP	12/31/21 0139342	US BANK	42.64		02/08/22
						SAFERESCUE DRILL ADAPTOR-SKY HOOK			
						ACCOUNT TOTAL	4,176.20	.00	4,176.20
101-5521-415.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1237				08/22 AP	02/03/22 0000000	OFFICE EXPRESS OFFICE PRODUCT	4.20		02/15/22
						COPY PAPER			
1283				08/22 AP	02/01/22 0000000	OFFICE EXPRESS OFFICE PRODUCT	13.59		02/15/22
						PENS			
1237				08/22 AP	01/31/22 0000000	STOREY KENWORTHY	9.70		02/15/22
						#9 WINDOW ENVELOPES			
1283				08/22 AP	01/31/22 0000000	OFFICE EXPRESS OFFICE PRODUCT	75.60		02/15/22
						INCLINE SORTERS-DESKS			
1283				08/22 AP	01/31/22 0000000	OFFICE EXPRESS OFFICE PRODUCT	120.66		02/15/22
						COPY PAPER;STAPLES			
1283				08/22 AP	01/12/22 0000000	OFFICE EXPRESS OFFICE PRODUCT	18.30		02/15/22
						NAVY BINDERS			
						ACCOUNT TOTAL	242.05	.00	242.05
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
1283				08/22 AP	02/07/22 0000000	DICKEY'S PRINTING	60.00		02/15/22
						NAME TAGS BELZ/ABBOTT/HANSON			
1283				08/22 AP	02/03/22 0000000	SHRED-IT USA	60.95		02/15/22
						ON-SITE DOC. DESTRUCTION TICKET #83280729			
1283				08/22 AP	02/03/22 0000000	SHRED-IT USA	60.95		02/15/22
						ON-SITE DOC. DESTRUCTION TICKET #83598857			
1283				08/22 AP	02/02/22 0000000	L & M TRANSMISSION	106.00		02/15/22
						TOW & STORE-HONDA CIVIC ABANDONED VEHICLE			
1283				08/22 AP	02/02/22 0000000	L & M TRANSMISSION	75.00		02/15/22
						TOW & STORE-BLUE SANTE FE CASE #22-003242			
1283				08/22 AP	02/02/22 0000000	L & M TRANSMISSION	95.00		02/15/22
						TOW & STORE-WHITE SEBRING KLJ 107-PER BECKNER			
1283				08/22 AP	02/02/22 0000000	L & M TRANSMISSION	95.00		02/15/22
						TOW & STORE-YELLOW BEETLE PER HOWARD			
1283				08/22 AP	02/01/22 0000000	THOMSON REUTERS - WEST	299.93		02/15/22

GROUP NBR	PO NBR	ACCTG PER.	CD	---TRANSACTION--- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-5521-415.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES			continued
						INVESTIGATIVE SOFTWARE	01/01/22-01/31/22		
1283				08/22 AP	01/31/22 0000000	MARTIN BROS.DISTRIBUTING	121.75		02/15/22
						FORKS-PD KITCHEN			
1274				08/22 AP	01/28/22 0000000	ARAMARK	13.65		02/15/22
						TOWELS;MATS-PSS BUILDING			
1274				08/22 AP	01/24/22 0000000	CITY LAUNDERING CO.	53.41		02/15/22
						RESTOCK PD FIRST AID KIT			
1233				08/22 AP	01/03/22 0139342	US BANK	170.00		02/08/22
						SQ *CRESCO TOWING AND REC	TOW STOLEN CHRYSLER 200		
1233				08/22 AP	12/22/21 0139342	US BANK	31.99		02/08/22
						FARM & FLT OF CEDAR FLS	ANIMAL KENNEL		
						ACCOUNT TOTAL	1,243.63	.00	1,243.63
101-5521-415.72-08						OPERATING SUPPLIES / CAMERA & PHOTO EQUIPMENT			
1233				08/22 AP	01/11/22 0139342	US BANK	202.29		02/08/22
						IN *ARROWHEAD SCIENTIFIC	EVIDENCE TAPE		
1233				08/22 AP	12/31/21 0139342	US BANK	84.55		02/08/22
						LOWES #01712*	CABLE TIES/BOXES-EVIDENCE		
						ACCOUNT TOTAL	286.84	.00	286.84
101-5521-415.72-19						OPERATING SUPPLIES / PRINTING			
1283				08/22 AP	02/01/22 0000000	STOREY KENWORTHY	340.00		02/15/22
						NO PARKING SIGN PAPER			
						ACCOUNT TOTAL	340.00	.00	340.00
101-5521-415.72-20						OPERATING SUPPLIES / OFFICERS EQUIPMENT			
1283				08/22 AP	01/28/22 0000000	KIESLER'S POLICE SUPPLY, INC.	448.50		02/15/22
						GLOCK26 GEN5 9MM PISTOL	REPLACEMENT FOR OLSON'S		
1283				08/22 AP	01/26/22 0000000	ENTENMANN-ROVIN CO.	172.75		02/15/22
						RETIREMENT BADGE-HAYES	REIMBURSED BY HAYES		
1233				08/22 AP	01/19/22 0139342	US BANK	267.66		02/08/22
						AMZN MKTP US*BC4QU8S73	CONCEALED CARRY HOLSTERS		
1233				08/22 AP	01/17/22 0139342	US BANK	118.96		02/08/22
						AMZN MKTP US*DW3CR5V93	HOLSTERS W/STREAMLIGHT		
1233				08/22 AP	01/12/22 0139342	US BANK		118.96	02/08/22
						AMZN MKTP US	CR.-HOLSTERS W/STREAMLITE		
1233				08/22 AP	01/12/22 0139342	US BANK	95.20		02/08/22
						AMAZON.COM*4B5F99CW3 AMZN	RESPONDER BAGS		
1233				08/22 AP	01/10/22 0139342	US BANK	183.16		02/08/22
						AMZN MKTP US*352M32TD3	HOLSTERS AND ATTACHMENTS		
1283				08/22 AP	01/06/22 0000000	WATCHGUARD VIDEO	159.80		02/15/22
						BATTERY KITS-BODY CAMERAS			
						ACCOUNT TOTAL	1,446.03	118.96	1,327.07

GROUP NBR	PO NBR	ACCTG PER.	CD	---TRANSACTION--- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-5521-1283	415.72-23	08/22 AP	02/02/22	0000000		OPERATING SUPPLIES / RADIO & MDC FEES BLACK HAWK CO.E911-TREASURER	4,484.60		02/15/22
						POL.EDACS FEES;JAN-MAR'22			
						ACCOUNT TOTAL	4,484.60	.00	4,484.60
101-5521-1283	415.72-33	08/22 AP	02/07/22	0000000		OPERATING SUPPLIES / POLICE AUXILIARY PROGRAM DICKEY'S PRINTING NAME TAGS-ETRINGER GRIFFIN/CROSS/OPPMAN	80.00		02/15/22
						ACCOUNT TOTAL	80.00	.00	80.00
101-5521-1233	415.83-04	08/22 AP	12/31/21	0139342		TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS US BANK	125.00		02/08/22
101-5521-1233		08/22 AP	12/22/21	0139342		IOWA POLICE CHIEFS ASSOCI 2022 DUES-CRAIG BERTE US BANK	50.00		02/08/22
						FBI LEEDA INC MEMBERSHIP DUES-BECKNER			
						ACCOUNT TOTAL	175.00	.00	175.00
101-5521-1233	415.83-05	08/22 AP	01/03/22	0139342		TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD) US BANK	47.15		02/08/22
						KWIK STAR 93400009340 MEALS-INCIDENT #21-105034			
						ACCOUNT TOTAL	47.15	.00	47.15
101-5521-1283	415.83-06	08/22 AP	01/25/22	0000000		TRANSPORTATION&EDUCATION / EDUCATION IOWA LAW ENFORCEMENT ACADEMY	250.00		02/15/22
101-5521-1233		08/22 AP	01/19/22	0139342		ONLINE ACADEMY-T.OPPMAN US BANK	199.00		02/08/22
101-5521-1233		08/22 AP	01/17/22	0139342		CALIBRE PRESS US BANK	450.00		02/08/22
101-5521-1283		08/22 AP	01/17/22	0000000		IN *THE CTK GROUP IOWA ASSOC.-WOMEN POLICE	80.00		02/15/22
101-5521-1233		08/22 AP	01/13/22	0139342		REG:ANN.CONFERENCE-K.REA US BANK	450.00		02/08/22
101-5521-1233		08/22 AP	01/12/22	0139342		IN *THE CTK GROUP US BANK	525.00		02/08/22
101-5521-1233		08/22 AP	01/11/22	0139342		NU CPS REGISTRATION US BANK	418.95		02/08/22
101-5521-1233		08/22 AP	12/22/21	0139342		STORM TRAINING GROUP US BANK	99.00		02/08/22
101-5521-1233		08/22 AP	12/22/21	0139342		PAYPAL *SAVANT LEAR US BANK	777.56		02/08/22
						IA PUBLIC DEF TRAINING BUILDING RENTAL-SWAT TRNG			
						ACCOUNT TOTAL	3,249.51	.00	3,249.51



GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT ----
FUND 101 GENERAL FUND									
101-5521-415.83-08						TRANSPORTATION&EDUCATION / ACADEMY			
1283		08/22 AP	02/01/22	0000000		IOWA LAW ENFORCEMENT ACADEMY	6,650.00		02/15/22
		301-2				BASIC LEVEL 1 TRNG. D.EPLEY;1/4-4/21/22			
1283		08/22 AP	02/01/22	0000000		IOWA LAW ENFORCEMENT ACADEMY	6,650.00		02/15/22
		301-2				BASIC LEVEL 1 TRNG. O.MARTINEZ;1/4-4/21/22			
1233		08/22 AP	01/20/22	0139342		US BANK	230.00		02/08/22
						IOWA PRISON INDUSTRIES ILEA UNIFORM-D. EPLEY			
1233		08/22 AP	12/22/21	0139342		US BANK	5.30		02/08/22
						COLLEGE TRANSCRIPT COLLEGE TRANSCRIPT FEE			
						ACCOUNT TOTAL	13,535.30	.00	13,535.30
101-5521-415.86-06						REPAIR & MAINTENANCE / WEAPONS MAINTENANCE			
1233		08/22 AP	01/20/22	0139342		US BANK	28.90		02/08/22
						BROWNELLS INC BRUSHES-FIREARMS CLEANING			
						ACCOUNT TOTAL	28.90	.00	28.90
101-5521-415.93-01						EQUIPMENT / EQUIPMENT			
1233		08/22 AP	01/10/22	0139342		US BANK	4,133.57		02/08/22
						SCHEELS CEDAR FALLS WEIGHT EQUIPMENT-PS BLDG.			
						ACCOUNT TOTAL	4,133.57	.00	4,133.57
101-6613-433.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES			
1228		08/22 AP	01/24/22	0000000		CITY LAUNDERING CO.	10.05		02/15/22
						1ST AID SUPPLIES CEMETERY			
1288		08/22 AP	12/01/21	0000000		BROWN'S SHOE FIT	160.00		02/15/22
						SAFETY SHOES-B WOLF P.O. 56688			
1288		08/22 AP	12/01/21	0000000		BROWN'S SHOE FIT	160.00		02/15/22
						SAFETY SHOES-B MORRIS P.O. 56695			
						ACCOUNT TOTAL	330.05	.00	330.05
101-6616-446.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES			
1265		08/22 AP	02/01/22	0000000		OFFICE EXPRESS OFFICE PRODUCT	38.52		02/15/22
						TISSUES,TOWELS,SOAP,LINER SANITIZER			
		PROJECT#:				062505			
1265		08/22 AP	02/01/22	0000000		OFFICE EXPRESS OFFICE PRODUCT	57.53		02/15/22
						TISSUES,TOWELS,SOAP,LINER SANITIZER			
		PROJECT#:				062501			
1265		08/22 AP	02/01/22	0000000		OFFICE EXPRESS OFFICE PRODUCT	148.08		02/15/22
						TISSUES,TOWELS,SOAP,LINER SANITIZER			
		PROJECT#:				062503			
1265		08/22 AP	02/01/22	0000000		OFFICE EXPRESS OFFICE PRODUCT	606.08		02/15/22
						TISSUES,TOWELS,SOAP,LINER SANITIZER			

GROUP NBR	PO NBR	ACCTG PER.	CD	---TRANSACTION---	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND											
101-6616-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES								continued			
PROJECT#: 062507											
1265		08/22 AP		02/01/22	0000000		OFFICE EXPRESS OFFICE PRODUCT TISSUES, TOWELS, SOAP LINER SANITIZER	267.56			02/15/22
PROJECT#: 062511											
1228		08/22 AP		01/28/22	0000000		O'DONNELL ACE HARDWARE FASTENERS	10.00			02/15/22
PROJECT#: 062501											
1228		08/22 AP		01/28/22	0000000		O'DONNELL ACE HARDWARE FASTENERS	1.00			02/15/22
PROJECT#: 062501											
1265		08/22 AP		01/26/22	0000000		MENARDS-CEDAR FALLS LED LIGHTS	29.85			02/15/22
PROJECT#: 062506											
1241		08/22 AP		01/25/22	0000000		POLK'S LOCK SERVICE, INC. KEYS	11.00			02/15/22
PROJECT#: 062506											
1228		08/22 AP		01/24/22	0000000		OFFICE EXPRESS OFFICE PRODUCT TRASH LINERS	29.99			02/15/22
PROJECT#: 062501											
1241		08/22 AP		01/18/22	0000000		PLUMB SUPPLY COMPANY, LLC PLUMBING REPAIR	1,462.16			02/15/22
PROJECT#: 062503											
1233		08/22 AP		01/14/22	0139342		US BANK RC WORST AND CO ONLINE HIGH WATER FOR SUMP PUMP	311.40			02/08/22
PROJECT#: 062511											
1228		08/22 AP		01/13/22	0000000		MENARDS-CEDAR FALLS SMOKE DETECTORS AND LIGHT BULBS	166.76			02/15/22
PROJECT#: 062506											
1228		08/22 AP		01/07/22	0000000		O'DONNELL ACE HARDWARE WASTE PAINT HARDENER	24.95			02/15/22
PROJECT#: 062501											
1228		08/22 AP		12/28/21	0000000		O'DONNELL ACE HARDWARE FASTENERS	3.40			02/15/22
PROJECT#: 062501											
1288		08/22 AP		12/01/21	0000000		BROWN'S SHOE FIT SAFETY SHOES-B RILEY P.O. 56687	157.25			02/15/22
PROJECT#: 062501											
1228		08/22 AP		11/03/21	0000000		O'DONNELL ACE HARDWARE CARPET SLIDES	21.38			02/15/22
PROJECT#: 062501											
ACCOUNT TOTAL								3,346.91	.00		3,346.91
101-6616-446.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT											
1228		08/22 AP		11/02/21	0000000		O'DONNELL ACE HARDWARE PLIERS AND O RINGS	24.68			02/15/22
PROJECT#: 062507											
ACCOUNT TOTAL								24.68	.00		24.68

GROUP NBR	PO NBR	ACCTG PER.	CD	---TRANSACTION--- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT ----
FUND 101 GENERAL FUND									
101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR									
1241		08/22 AP		01/21/22	0000000	PLUMB SUPPLY COMPANY, LLC	19.76		02/15/22
						PLUMBING REPAIR KIT			
		PROJECT#:			062503				
1228		08/22 AP		01/19/22	0000000	ALLIED GLASS PRODUCTS	180.40		02/15/22
						CUSTOMER WINDOW REPAIR			
		PROJECT#:			062511				
1228		08/22 AP		01/14/22	0000000	CHRISTIE DOOR COMPANY	285.00		02/15/22
						OVERHEAD DOOR REPAIR			
		PROJECT#:			062506				
1228		08/22 AP		01/11/22	0000000	CHRISTIE DOOR COMPANY	362.18		02/15/22
						OVERHEAD DOOR REPAIR			
		PROJECT#:			062506				
1241		08/22 AP		01/11/22	0000000	PLUMB SUPPLY COMPANY, LLC	657.95		02/15/22
						PLUMBING REPAIR			
		PROJECT#:			062508	GARBAGE DISPOSAL			
1233		08/22 AP		12/31/21	0139342	US BANK	10.20		02/08/22
						AMZN MKTP US*5S34ULTW3			
		PROJECT#:			062501	DOOR HANDLE PLATES			
1228		08/22 AP		11/30/21	0000000	O'DONNELL ACE HARDWARE	29.37		02/15/22
						LED LIGHTS AND KEYS			
		PROJECT#:			062501				
						ACCOUNT TOTAL	1,544.86	0.00	1,544.86
101-6616-446.81-08 PROFESSIONAL SERVICES / PEST CONTROL									
1241		08/22 AP		02/01/22	0000000	PLUNKETT'S PEST CONTROL, INC	49.18		02/15/22
						PEST CONTROL			
		PROJECT#:			062511				
1241		08/22 AP		02/01/22	0000000	PLUNKETT'S PEST CONTROL, INC	24.96		02/15/22
						PEST CONTROL			
		PROJECT#:			062508				
1241		08/22 AP		02/01/22	0000000	PLUNKETT'S PEST CONTROL, INC	25.00		02/15/22
						PEST CONTROL			
		PROJECT#:			062505				
1241		08/22 AP		02/01/22	0000000	PLUNKETT'S PEST CONTROL, INC	30.00		02/15/22
						PEST CONTROL			
		PROJECT#:			062510				
1241		08/22 AP		12/01/21	0000000	PLUNKETT'S PEST CONTROL, INC	24.96		02/15/22
						PEST CONTROL			
		PROJECT#:			062508				
1241		08/22 AP		12/01/21	0000000	PLUNKETT'S PEST CONTROL, INC	49.18		02/15/22
						PEST CONTROL			
		PROJECT#:			062511				
1241		08/22 AP		12/01/21	0000000	PLUNKETT'S PEST CONTROL, INC	25.00		02/15/22
						PEST CONTROL			
		PROJECT#:			062505				
1241		08/22 AP		12/01/21	0000000	PLUNKETT'S PEST CONTROL, INC	30.00		02/15/22
						PEST CONTROL			

GROUP NBR	PO NBR	ACCTG PER.	CD	---TRANSACTION--- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-6616-446.81-08 PROFESSIONAL SERVICES / PEST CONTROL						continued			
					PROJECT#:	062510			
	1241	08/22 AP		12/01/21	0000000	PLUNKETT'S PEST CONTROL, INC	42.50		02/15/22
					PROJECT#:	062506			
					ACCOUNT TOTAL		300.78	.00	300.78
101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS									
	1228	08/22 AP		02/01/22	0000000	FRESH START CLEANING SOLUTION	3,700.00		02/15/22
					PROJECT#:	062501			
	1228	08/22 AP		02/01/22	0000000	FRESH START CLEANING SOLUTION	700.00		02/15/22
					PROJECT#:	062509			
	1228	08/22 AP		02/01/22	0000000	FRESH START CLEANING SOLUTION	7,000.00		02/15/22
					PROJECT#:	062507			
	1228	08/22 AP		02/01/22	0000000	FRESH START CLEANING SOLUTION	3,165.00		02/15/22
					PROJECT#:	062511			
	1228	08/22 AP		02/01/22	0000000	FRESH START CLEANING SOLUTION	770.00		02/15/22
					PROJECT#:	062508			
	1228	08/22 AP		02/01/22	0000000	FRESH START CLEANING SOLUTION	3,300.00		02/15/22
					PROJECT#:	062503			
	1228	08/22 AP		02/01/22	0000000	FRESH START CLEANING SOLUTION	1,865.00		02/15/22
					PROJECT#:	062506			
	1228	08/22 AP		02/01/22	0000000	FRESH START CLEANING SOLUTION	1,500.00		02/15/22
					PROJECT#:	062505			
	1241	08/22 AP		01/28/22	0000000	ARAMARK	28.80		02/15/22
					PROJECT#:	062506			
	1265	08/22 AP		01/28/22	0000000	ARAMARK	13.00		02/15/22
					PROJECT#:	062501			
	1228	08/22 AP		01/21/22	0000000	ARAMARK	13.00		02/15/22
					PROJECT#:	062501			
	1241	08/22 AP		01/14/22	0000000	PLUMB TECH INC.	120.00		02/15/22
					PROJECT#:	062511			
	1228	08/22 AP		01/13/22	0000000	ENGINEERED CONTROLS, INC.	4,295.00		02/15/22
					PROJECT#:	062506			
	1241	08/22 AP		11/07/21	0000000	PLUMB TECH INC.	236.30		02/15/22

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
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FUND 101 GENERAL FUND										
101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS										
BOILER INSPECTION										
PROJECT#: 062511										
ACCOUNT TOTAL							26,706.10	.00	26,706.10	
101-6616-446.93-01 EQUIPMENT / EQUIPMENT										
1241		08/22 AP		01/20/22	0000000	VAN METER, INC. STORAGE	12,939.96			02/15/22
PROJECT#: 062506										
1241		08/22 AP		01/10/22	0000000	VAN METER, INC. LED LIGHTS	251.73			02/15/22
PROJECT#: 062506										
ACCOUNT TOTAL							13,191.69	.00	13,191.69	
101-6623-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
1228		08/22 AP		01/27/22	0000000	O'DONNELL ACE HARDWARE	26.44			02/15/22
1228		08/22 AP		01/27/22	0000000	PROSHOP SINK REPAIR PARTS O'DONNELL ACE HARDWARE	16.77			02/15/22
1241		08/22 AP		01/27/22	0000000	TESTAMERICA LABORATORIES, INC PRO SHOP WATER TEST	21.00			02/15/22
ACCOUNT TOTAL							64.21	.00	64.21	
101-6625-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1273		08/22 AP		02/07/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	21.48			02/15/22
1273		08/22 AP		02/07/22	0000000	3 HOLE PUNCH, BATTERIES OFFICE EXPRESS OFFICE PRODUCT	13.22			02/15/22
1237		08/22 AP		01/31/22	0000000	COPY PAPER, ENVELOPES STOREY KENWORTHY	24.25			02/15/22
PROJECT#: #9 WINDOW ENVELOPES										
ACCOUNT TOTAL							58.95	.00	58.95	
101-6625-432.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES										
1288		08/22 AP		02/02/22	0000000	THOMPSON SHOES	160.00			02/15/22
PROJECT#: SAFETY SHOES-N ERICKSON P.O. 56696										
ACCOUNT TOTAL							160.00	.00	160.00	
101-6625-432.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT										
1233		08/22 AP		01/17/22	0139342	US BANK	42.24			02/08/22
PROJECT#: ENGINEER SUPPLY LLC SURVEY SECO MARKING PINS										

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-6625-432.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT						continued			
ACCOUNT TOTAL							42.24	.00	42.24
101-6625-432.81-44 PROFESSIONAL SERVICES / USGS RIVER GAUGE									
1266		08/22 AP		01/24/22	0000000	MIDAMERICAN ENERGY	10.15		02/15/22
						FINCHFORD RIVER GAUGE			
						12/22/21-01/24/22			
ACCOUNT TOTAL							10.15	.00	10.15
101-6625-432.86-25 REPAIR & MAINTENANCE / ENGINEERING & ARCHITECT.									
1266		08/22 AP		02/07/22	0000000	TERRACON CONSULTANTS, INC.	378.14		02/15/22
						3257-WILD HORSE 5TH ADD.			
						SERVICES THRU 01/29/22			
						PROJECT#: 023257			
1266		08/22 AP		01/24/22	0000000	SNYDER & ASSOCIATES, INC.	5,942.20		02/15/22
						3282-SURVEY SERVICES			
						SERVICES THRU 12/31/21			
						PROJECT#: 023282			
ACCOUNT TOTAL							6,320.34	.00	6,320.34
101-6633-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
1265		08/22 AP		02/02/22	0000000	BENTON BUILDING CENTER	147.85		02/15/22
						PICNIC TABLE BOARDS			
1228		08/22 AP		01/26/22	0000000	O'DONNELL ACE HARDWARE	11.08		02/15/22
						BRUSHES			
1241		08/22 AP		01/25/22	0000000	POLK'S LOCK SERVICE, INC.	145.00		02/15/22
						DOOR LOCK LEVER			
1228		08/22 AP		01/24/22	0000000	CITY LAUNDERING CO.	10.06		02/15/22
						1ST AID SUPPLIES PARKS			
1228		08/22 AP		01/21/22	0000000	O'DONNELL ACE HARDWARE	21.38		02/15/22
						HAND WARMERS			
1228		08/22 AP		01/18/22	0000000	O'DONNELL ACE HARDWARE	8.69		02/15/22
						SUPER GLUE			
1233		08/22 AP		01/06/22	0139342	US BANK	87.13		02/08/22
						FARM & FLT OF CEDAR FLS			
						ICE SPIKES FOR ICE RINK			
ACCOUNT TOTAL							431.19	.00	431.19
101-6633-423.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS									
1233		08/22 AP		01/10/22	0139342	US BANK	185.00		02/08/22
						ISA			
						ISA PROFESSIONAL MEMBERSH			
1233		08/22 AP		01/10/22	0139342	US BANK	185.00		02/08/22
						ISA			
						ISA PROFESSIONAL MEMBERSH			
ACCOUNT TOTAL							370.00	.00	370.00

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-6633-423.83-06						TRANSPORTATION&EDUCATION / EDUCATION			
1233		08/22 AP		01/20/22	0139342	US BANK	220.00		02/08/22
						ISU EVENT REGISTRATION IOWA STATE SHADE TREE			
						ACCOUNT TOTAL	220.00	.00	220.00
101-6633-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
1228		08/22 AP		01/14/22	0000000	COOLEY PUMPING, LLC	115.00		02/15/22
						PORTA POTTY AT EL DORADO			
						ACCOUNT TOTAL	115.00	.00	115.00
						FUND TOTAL	113,611.80	353.21	113,258.59
FUND 203 TAX INCREMENT FINANCING									
FUND 206 STREET CONSTRUCTION FUND									
206-6637-436.72-16						OPERATING SUPPLIES / TOOLS			
1265		08/22 AP		02/08/22	0000000	GIERKE-ROBINSON COMPANY, INC.	114.09		02/15/22
						CONCRETE HAND TOOLS			
						ACCOUNT TOTAL	114.09	.00	114.09
206-6637-436.72-54 OPERATING SUPPLIES / BUILDING SUPPLIES									
1228		08/22 AP		01/31/22	0000000	O'DONNELL ACE HARDWARE	19.38		02/15/22
						MITT FOR CLEANING			
						ACCOUNT TOTAL	19.38	.00	19.38
206-6637-436.72-57 OPERATING SUPPLIES / ICE CONTROL									
1265		08/22 AP		02/01/22	0000000	COMPASS MINERALS AMERICA	2,114.41		02/15/22
						ROAD SALT			
1265		08/22 AP		01/31/22	0000000	COMPASS MINERALS AMERICA	40,561.93		02/15/22
						ROAD SALT			
1265		08/22 AP		01/29/22	0000000	COMPASS MINERALS AMERICA	13,451.83		02/15/22
						ROAD SALT			
1265		08/22 AP		01/28/22	0000000	COMPASS MINERALS AMERICA	18,270.20		02/15/22
						ROAD SALT			
1228		08/22 AP		01/27/22	0000000	COMPASS MINERALS AMERICA	11,746.89		02/15/22
						ROAD SALT			
1265		08/22 AP		01/25/22	0000000	MENARDS-CEDAR FALLS	39.98		02/15/22
						MAILBOX			
1265		08/22 AP		01/25/22	0000000	MENARDS-CEDAR FALLS	59.98		02/15/22
						MAILBOX			
						ACCOUNT TOTAL	86,245.22	.00	86,245.22





PREPARED 02/15/2022, 9:55:03  
 PROGRAM GM360L  
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

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Item 32.

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 206 STREET CONSTRUCTION FUND									
206-6647-436.73-25 OTHER SUPPLIES / TRAFFIC SIGNS						continued			
1265		08/22 AP		12/31/21	0000000	IOWA PRISON INDUSTRIES	957.50		02/15/22
						SIGNS			
1308		08/22 AP		12/09/21	0000000	IOWA PRISON INDUSTRIES		766.00	02/15/22
						CREDIT-RETURNED SIGNS			
						ACCOUNT TOTAL	957.50	766.00	191.50
206-6647-436.83-06 TRANSPORTATION&EDUCATION / EDUCATION									
1233		08/22 AP		12/23/21	0139342	US BANK	350.00		02/08/22
						INTERNATIONAL MUNICIPA			
						PROJECT#: 062506			
						ACCOUNT TOTAL	350.00	.00	350.00
206-6647-436.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS									
1228		08/22 AP		01/28/22	0000000	ITS PLUS, INC.	10,320.00		02/15/22
						VEHICLE DETECTION CAMERA			
1265		08/22 AP		01/26/22	0000000	GENERAL TRAFFIC CONTROLS, INC	6,150.00		02/15/22
						BATTERY BACK UP			
						ACCOUNT TOTAL	16,470.00	.00	16,470.00
						FUND TOTAL	109,878.49	766.00	109,112.49
FUND 215 HOSPITAL FUND									
FUND 216 POLICE BLOCK GRANT FUND									
FUND 217 SECTION 8 HOUSING FUND									
217-2214-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1273		08/22 AP		02/07/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.12		02/15/22
						COPY PAPER, ENVELOPES			
						ACCOUNT TOTAL	2.12	.00	2.12
217-2214-432.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
1237		08/22 AP		01/31/22	0000000	STOREY KENWORTHY	29.10		02/15/22
						#9 WINDOW ENVELOPES			
						ACCOUNT TOTAL	29.10	.00	29.10
						FUND TOTAL	31.22	.00	31.22

GROUP NBR	PO NBR	ACCTG PER.	CD	---TRANSACTION--- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 223 COMMUNITY BLOCK GRANT									
223-2224-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1273		08/22 AP		02/07/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	.53		02/15/22
		COPY PAPER, ENVELOPES							
1237		08/22 AP		02/03/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.10		02/15/22
		COPY PAPER							
ACCOUNT TOTAL							2.63	.00	2.63
223-2224-432.72-19 OPERATING SUPPLIES / PRINTING									
1237		08/22 AP		01/31/22	0000000	STOREY KENWORTHY	9.70		02/15/22
		#9 WINDOW ENVELOPES							
ACCOUNT TOTAL							9.70	.00	9.70
FUND TOTAL							12.33	.00	12.33
FUND 224 TRUST & AGENCY									
FUND 242 STREET REPAIR FUND									
242-1240-431.92-84 STRUCTURE IMPROV & BLDGS / CEDAR HEIGHTS DRIVE									
1266		08/22 AP		01/18/22	0000000	AECOM TECHNICAL SERVICES, INC	16,869.20		02/15/22
		3230-2022 STREET CONST. CH:START-1/14/22							
PROJECT#:		023230							
ACCOUNT TOTAL							16,869.20	.00	16,869.20
FUND TOTAL							16,869.20	.00	16,869.20
FUND 254 CABLE TV FUND									
254-1088-431.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
1273		08/22 AP		02/07/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.12		02/15/22
		COPY PAPER, ENVELOPES							
1237		08/22 AP		02/04/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	27.44		02/15/22
		SHARPIES							
1237		08/22 AP		01/31/22	0000000	STOREY KENWORTHY	4.85		02/15/22
		#9 WINDOW ENVELOPES							
1233		08/22 AP		12/23/21	0139342	US BANK	99.98		02/08/22
		NEWEGG MARKETPLACE USB-C HUB							
1233		08/22 AP		12/22/21	0139342	US BANK	39.48		02/08/22
		AMAZON.COM*I029R8YH3 BATTERIES							
ACCOUNT TOTAL							173.87	.00	173.87
254-1088-431.72-11 OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES									
1233		08/22 AP		01/20/22	0139342	US BANK	9.99		02/08/22

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 GROUP PO ACCTG ----TRANSACTION----  
 NBR NBR PER. CD DATE NUMBER DESCRIPTION DEBITS CREDITS CURRENT  
 -----  
 POST DT -----

FUND 254 CABLE TV FUND  
 254-1088-431.72-11 OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES continued  
 ROKFIN ROKFIN MONTHLY SUBSCRIPTN

ACCOUNT TOTAL 9.99 .00 9.99

254-1088-431.73-01 OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES  
 1233 08/22 AP 01/18/22 0139342 US BANK 17.98 02/08/22  
 AMZN MKTP US\*SJ07F2UB3 RCT BATTERY W/CONNECTOR  
 1233 08/22 AP 01/17/22 0139342 US BANK 182.80 02/08/22  
 NEWEGG MARKETPLACE CABLE TV MOTHERBOARD  
 1233 08/22 AP 01/17/22 0139342 US BANK 25.79 02/08/22  
 AMZN MKTP US\*0D3E403W3 ADAPTERS  
 1233 08/22 AP 01/12/22 0139342 US BANK 27.99 02/08/22  
 AMZN MKTP US\*OV2N13BT3 1GB RAM-CTV LAPTOP  
 1233 08/22 AP 01/10/22 0139342 US BANK 164.83 02/08/22  
 AMZN MKTP US\*009PQ2WC3 HARD CASE,FBR CLEANG PEN  
 1233 08/22 AP 01/10/22 0139342 US BANK 89.09 02/08/22  
 B&H PHOTO 800-606-6969 ONE CLICK FBR CLEANER

ACCOUNT TOTAL 508.48 .00 508.48

254-1088-431.93-01 EQUIPMENT / EQUIPMENT  
 1233 08/22 AP 01/04/22 0139342 US BANK 13.98 02/08/22  
 AMZN MKTP US\*9K65H5UE3 CABLES  
 1233 08/22 AP 01/03/22 0139342 US BANK 165.99 02/08/22  
 AMZN MKTP US\*TO4Q36JQ3 EXTERNAL HARD DRIVE  
 1237 08/22 AP 11/30/21 0000000 MARKERTEK VIDEO SUPPLY 1,660.45 02/15/22  
 FIBER CAMERA CABLE P.O. 56641

ACCOUNT TOTAL 1,840.42 .00 1,840.42

FUND TOTAL 2,532.76 .00 2,532.76

FUND 258 PARKING FUND  
 258-5531-435.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES  
 1273 08/22 AP 02/07/22 0000000 OFFICE EXPRESS OFFICE PRODUCT 3.17 02/15/22  
 COPY PAPER, ENVELOPES  
 1237 08/22 AP 01/31/22 0000000 STOREY KENWORTHY 24.25 02/15/22  
 #9 WINDOW ENVELOPES

ACCOUNT TOTAL 27.42 .00 27.42

258-5531-435.81-48 PROFESSIONAL SERVICES / CONTRACT SERVICES  
 1237 08/22 AP 01/31/22 0000000 IPS GROUP, INC 177.66 02/15/22  
 CC & GATEWAY FEES-JAN'22 (2)PAYSTATIONS

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 258 PARKING FUND									
258-5531-1237	435.81-48			08/22	AP 01/31/22 0000000	PROFESSIONAL SERVICES / CONTRACT SERVICES IPS GROUP, INC	2,835.50		02/15/22
						CITATION PRKNG FEES JAN22			
						ACCOUNT TOTAL	3,013.16	.00	3,013.16
						FUND TOTAL	3,040.58	.00	3,040.58
FUND 261 TOURISM & VISITORS									
261-2291-1271	423.71-01			08/22	AP 01/26/22 0000000	OFFICE SUPPLIES / OFFICE SUPPLIES OFFICE EXPRESS OFFICE PRODUCT	6.99		02/15/22
1233				08/22	AP 12/27/21 0139342	PACKAGING TAPE US BANK CLEAR MAILING ENVELOPES	130.50		02/08/22
						CLEARBAGS			
						ACCOUNT TOTAL	137.49	.00	137.49
261-2291-1233	423.72-01			08/22	AP 01/19/22 0139342	OPERATING SUPPLIES / OPERATING SUPPLIES US BANK	37.01		02/08/22
						MARTIN BROTHERS COFFEE/POPCORN SUPPLIES			
						ACCOUNT TOTAL	37.01	.00	37.01
261-2291-1271	423.72-99			08/22	AP 02/01/22 0000000	OPERATING SUPPLIES / POSTAGE EXPERIENCE WATERLOO	1,421.93		02/15/22
						2022 SHIP VG TO CF & OTHR WELCOME CENTERS IN IA			
						ACCOUNT TOTAL	1,421.93	.00	1,421.93
261-2291-1271	423.73-52			08/22	AP 02/01/22 0000000	OTHER SUPPLIES / BROCHURES & PUBLICATIONS EXPERIENCE WATERLOO	18,247.84		02/15/22
						2022 VISITOR GUIDE DESIGN AND PRINTING			
						ACCOUNT TOTAL	18,247.84	.00	18,247.84
261-2291-1271	423.73-55			08/22	AP 02/08/22 0000000	OTHER SUPPLIES / MEDIA AMPERAGE	3,600.00		02/15/22
						MARCH GOOGLE & FACEBOOK DIGITAL CAMPAIGN			
						ACCOUNT TOTAL	3,600.00	.00	3,600.00
261-2291-1233	423.73-57			08/22	AP 01/12/22 0139342	OTHER SUPPLIES / GIFT SHOP US BANK	5.24		02/08/22

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 261 TOURISM & VISITORS										
261-2291-423.73-57						OTHER SUPPLIES / GIFT SHOP				continued
						SAMS CLUB #6514				
						BOTTLED WATER FOR RESALE				
						ACCOUNT TOTAL	5.24	.00	5.24	
261-2291-423.83-07 TRANSPORTATION&EDUCATION / REGISTRATIONS										
1233				08/22	AP 01/11/22 0139342	US BANK	350.00			02/08/22
						SQ *IOWA BICYCLING ACTION				
						PROJECT#: 032420				
						BOOTH AT IA BIKE EXPO				
						ACCOUNT TOTAL	350.00	.00	350.00	
261-2291-423.85-20 UTILITIES / INTERNET SERVICE										
1271				08/22	AP 02/01/22 0000000	IDSS GLOBAL LLC	1,500.00			02/15/22
						MAR/APR/MAY2022 QUARTERLY				
						SUBSCRIPTION				
						ACCOUNT TOTAL	1,500.00	.00	1,500.00	
261-2291-423.85-23 UTILITIES / BUILDING MAINTENANCE										
1271				08/22	AP 02/04/22 0000000	ARAMARK	5.20			02/15/22
						WEEKLY MAT SERVICE				
1271				08/22	AP 01/28/22 0000000	ARAMARK	5.20			02/15/22
						WEEKLY MAT SERVICE				
						ACCOUNT TOTAL	10.40	.00	10.40	
261-2291-423.85-50 UTILITIES / COMMUNITY AWARENESS										
1233				08/22	AP 12/22/21 0139342	US BANK	95.00			02/08/22
						AMERICAN COLOR IMAGING				
						TRAIL MAP FOR BEHRENS				
						ACCOUNT TOTAL	95.00	.00	95.00	
261-2291-423.85-52 UTILITIES / TOURISM MARKETING GRANTS										
1271				08/22	AP 02/07/22 0000000	PATRICK SMITH	400.00			02/15/22
						TRANSPORTATION EXP DURING				
						LEADERSHIP IA EVENT IN CF				
						ACCOUNT TOTAL	400.00	.00	400.00	
261-2291-423.93-01 EQUIPMENT / EQUIPMENT										
1233				08/22	AP 01/10/22 0139342	US BANK	34.19			02/08/22
						AMZN MKTP US*E72XK9B53				
						PEDESTAL FLOOR SIGN HOLDR				
						ACCOUNT TOTAL	34.19	.00	34.19	

GROUP	PO	ACCTG	---TRANSACTION---			DESCRIPTION	DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE	
FUND 261 TOURISM & VISITORS									
FUND TOTAL							25,839.10	.00	25,839.10
FUND 262 SENIOR SERVICES & COMM CT									
262-1092-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
1184		08/22 AP	02/04/22	0000000	ARAMARK	5.20		02/15/22	
COMM. CENTER MAT SERVICE									
1184		08/22 AP	01/28/22	0000000	ARAMARK	5.20		02/15/22	
COMM. CENTER MAT SERVICE									
ACCOUNT TOTAL							10.40	.00	10.40
262-1092-423.89-08 MISCELLANEOUS SERVICES / BUS TRIPS/PROGRAMMING									
1184		08/22 AP	01/20/22	0000000	MASMAR, MANDY SUE	60.00		02/15/22	
SENIOR LINE DANCING FOR JANUARY '22									
ACCOUNT TOTAL							60.00	.00	60.00
FUND TOTAL							70.40	.00	70.40
FUND 291 POLICE FORFEITURE FUND									
FUND 292 POLICE RETIREMENT FUND									
FUND 293 FIRE RETIREMENT FUND									
FUND 294 LIBRARY RESERVE									
FUND 295 SOFTBALL PLAYER CAPITAL									
FUND 296 GOLF CAPITAL									
FUND 297 REC FACILITIES CAPITAL									
FUND 298 HEARST CAPITAL									
FUND 311 DEBT SERVICE FUND									
FUND 402 WASHINGTON PARK FUND									
FUND 404 FEMA									
FUND 405 FLOOD RESERVE FUND									
FUND 407 VISION IOWA PROJECT									
FUND 408 STREET IMPROVEMENT FUND									
FUND 410 CORONAVIRUS LOCAL RELIEF									
FUND 430 2004 TIF BOND									
FUND 431 2014 BOND									
FUND 432 2003 BOND									
FUND 433 2001 TIF									
FUND 434 2000 BOND									
FUND 435 1999 TIF									
FUND 436 2012 BOND									

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION NUMBER	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 437 2018 BOND								
FUND 438 2020 BOND FUND								
438-1220-431.95-27					BOND FUND PROJECTS / UNION ROAD TRAIL			
1266		08/22 AP		01/27/22	0000000 SNYDER & ASSOCIATES, INC.	1,418.88		02/15/22
					3217-UNION ROAD TRAIL SERVICES THRU 12/31/21			
					PROJECT#: 023217			
					ACCOUNT TOTAL	1,418.88	.00	1,418.88
438-1220-431.95-73 BOND FUND PROJECTS / SIDEWALK RECONSTRUCTION								
1266		08/22 AP		02/02/22	0000000 COBALT CONTRACTING LC	24,916.70		02/15/22
					3266-'21 PUBLIC SIDEWALK			
					PROJECT#: 023266			
					ACCOUNT TOTAL	24,916.70	.00	24,916.70
438-1220-431.98-23 CAPITAL PROJECTS / GREENHILL RD & S MAIN INT								
1266		08/22 AP		01/18/22	0000000 BLACK HAWK CO.ABSTRACT	75.00		02/15/22
					3228-GREENHILL/S MAIN INT REPORT UPDATE EDH 1,2,A			
					PROJECT#: 023228			
1266		08/22 AP		01/18/22	0000000 BLACK HAWK CO.ABSTRACT	75.00		02/15/22
					3228-GREENHILL/S MAIN INT REPORT UPDATE H ADD 24			
					PROJECT#: 023228			
					ACCOUNT TOTAL	150.00	.00	150.00
438-1220-431.98-83 CAPITAL PROJECTS / CEDAR HGTS DRIVE RECON								
1266		08/22 AP		02/07/22	0000000 TERRACON CONSULTANTS, INC.	578.50		02/15/22
					3171-CEDAR HEIGHTS RECON. SERVICES THRU 01/29/22			
					PROJECT#: 023171			
1266		08/22 AP		01/24/22	0000000 SNYDER & ASSOCIATES, INC.	16,748.47		02/15/22
					3171-CEDAR HEIGHTS RECON. SERVICES THRU 12/31/21			
					PROJECT#: 023171			
					ACCOUNT TOTAL	17,326.97	.00	17,326.97
438-1220-431.98-85 CAPITAL PROJECTS / LAKE STREET TRAIL								
1266		08/22 AP		01/18/22	0000000 AECOM TECHNICAL SERVICES, INC	2,572.03		02/15/22
					3247-LAKE STREET TRAIL 11/13/21-01/14/22			
					PROJECT#: 023247			
					ACCOUNT TOTAL	2,572.03	.00	2,572.03
438-1220-431.98-87 CAPITAL PROJECTS / SLOPE REPAIR								
1266		08/22 AP		02/08/22	0000000 PETERSON CONTRACTORS	5,330.55		02/15/22
					3218-SLOPE STABLIZATION RETAINAGE			

GROUP	PO	ACCTG	---TRANSACTION---			DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE
								POST DT
FUND 438 2020 BOND FUND								
438-1220-431.98-87 CAPITAL PROJECTS / SLOPE REPAIR						continued		
PROJECT#: 023218								
ACCOUNT TOTAL						5,330.55	.00	5,330.55
FUND TOTAL						51,715.13	.00	51,715.13
FUND 439 2008 BOND FUND								
FUND 443 CAPITAL PROJECTS								
FUND 472 PARKADE RENOVATION								
FUND 473 SIDEWALK ASSESSMENT								
473-1220-431.98-99 CAPITAL PROJECTS / SIDEWALK SPECIAL ASSESMT								
1266		08/22	AP	02/07/22	0000000	2,543.75		02/15/22
PROJECT#: 023237								
1266		08/22	AP	02/02/22	0000000	544.30		02/15/22
PROJECT#: 023237								
ACCOUNT TOTAL						3,088.05	.00	3,088.05
FUND TOTAL						3,088.05	.00	3,088.05
FUND 483 ECONOMIC DEVELOPMENT								
FUND 484 ECONOMIC DEVELOPMENT LAND								
FUND 541 2018 STORM WATER BONDS								
FUND 544 2008 SEWER BONDS								
FUND 545 2006 SEWER BONDS								
FUND 546 SEWER IMPROVEMENT FUND								
FUND 547 SEWER RESERVE FUND								
FUND 548 1997 SEWER BOND FUND								
FUND 549 1992 SEWER BOND FUND								
FUND 550 2000 SEWER BOND FUND								
FUND 551 REFUSE FUND								
551-6685-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES								
1228		08/22	AP	01/26/22	0000000	60.00		02/15/22
PROJECT#: 023237								
1237		08/22	AP	01/24/22	0000000	412.50		02/15/22
PROJECT#: 023237								
ACCOUNT TOTAL						472.50	.00	472.50
FUND TOTAL						472.50	.00	472.50
551-6685-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES								
1241		08/22	AP	01/31/22	0000000	7.15		02/15/22
PROJECT#: 023237								
ACCOUNT TOTAL						7.15	.00	7.15
FUND TOTAL						7.15	.00	7.15



GROUP NBR	PO NBR	ACCTG PER.	CD	---TRANSACTION--- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 551 REFUSE FUND									
551-6685-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES						continued			
1241		08/22 AP		01/21/22	0000000	POLK'S LOCK SERVICE, INC.	80.00		02/15/22
						KEYS			
1241		08/22 AP		01/10/22	0000000	POLK'S LOCK SERVICE, INC.	238.20		02/15/22
						PAD LOCKS FOR RECYCLING			
						ROLL OFFS			
						ACCOUNT TOTAL	325.35	.00	325.35
551-6685-436.72-16 OPERATING SUPPLIES / TOOLS									
1241		08/22 AP		01/25/22	0000000	MENARDS-CEDAR FALLS	147.47		02/15/22
						TRAILER REPAIR PARTS-383			
						ACCOUNT TOTAL	147.47	.00	147.47
551-6685-436.72-19 OPERATING SUPPLIES / PRINTING									
1233		08/22 AP		01/18/22	0139342	US BANK	22.68		02/08/22
						AMAZON.COM*0P7RH9L63			
1233		08/22 AP		01/10/22	0139342	US BANK	13.17		02/08/22
						AMZN MKTP US*L56NI23N3			
						COLORED PAPER FOR REFUSE			
						ACCOUNT TOTAL	35.85	.00	35.85
551-6685-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES									
1228		08/22 AP		01/24/22	0000000	CITY LAUNDERING CO.	10.05		02/15/22
						1ST AID SUPPLIES REFUSE			
1288		08/22 AP		12/01/21	0000000	BROWN'S SHOE FIT	119.95		02/15/22
						SAFETY SHOES-T MORRIS			
						P.O. 56693			
1288		08/22 AP		12/01/21	0000000	BROWN'S SHOE FIT	135.00		02/15/22
						SAFETY SHOES-C KONZ			
						P.O. 56692			
						ACCOUNT TOTAL	265.00	.00	265.00
551-6685-436.83-06 TRANSPORTATION&EDUCATION / EDUCATION									
1233		08/22 AP		01/20/22	0139342	US BANK	225.00		02/08/22
						KIRKWOOD CONT EDUC			
						COMPOST OPERATOR CERT			
						ACCOUNT TOTAL	225.00	.00	225.00
551-6685-436.86-36 REPAIR & MAINTENANCE / TRANSFER STATION MAINT.									
1228		08/22 AP		01/31/22	0000000	AUTOMATIC DOOR GROUP INC.	135.00		02/15/22
						VESTIBULE DOOR REPAIR AT			
						TRANSFER STATION			
						ACCOUNT TOTAL	135.00	.00	135.00

GROUP	PO	ACCTG	---TRANSACTION---			DESCRIPTION	DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE	
								POST DT	
FUND 551 REFUSE FUND									
551-6685-436.87-02						RENTALS / MATERIAL DISPOSAL/HANDLIN			
1265		08/22 AP		02/04/22	0000000	WEIKERT IRON AND METAL	2,107.00		02/15/22
						APPLIANCE RECYCLING			
						ACCOUNT TOTAL	2,107.00	.00	2,107.00
551-6685-436.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS									
1241		08/22 AP		02/02/22	0000000	KEITH MFG. CO.	32,175.00		02/15/22
						65% OF WALKING FLOOR			
						MODULE FOR TRANSFER			
						ACCOUNT TOTAL	32,175.00	.00	32,175.00
551-6685-436.93-01 EQUIPMENT / EQUIPMENT									
1241		08/22 AP		01/28/22	0000000	ROUTEWARE	2,505.00		02/15/22
						ROUTEWARE TRUCK HARDWARE			
1265		08/22 AP		01/24/22	0000000	SCOT'S SUPPLY CO., INC.	2,318.00		02/15/22
						RIVETS			
						ACCOUNT TOTAL	4,823.00	.00	4,823.00
						FUND TOTAL	40,711.17	.00	40,711.17
FUND 552 SEWER RENTAL FUND									
552-6655-436.72-60						OPERATING SUPPLIES / SAFETY SUPPLIES			
1275		08/22 AP		01/25/22	0000000	CITY LAUNDERING CO.	57.29		02/15/22
						RESTOCK FIRST AID KIT			
						ACCOUNT TOTAL	57.29	.00	57.29
552-6655-436.73-27 OTHER SUPPLIES / IOWA ONE CALL									
1228		08/22 AP		01/25/22	0000000	IOWA ONE CALL	120.60		02/15/22
						DECEMBER 2021 ONE CALLS			
						ACCOUNT TOTAL	120.60	.00	120.60
552-6655-436.86-12 REPAIR & MAINTENANCE / TOWELS									
1275		08/22 AP		02/04/22	0000000	ARAMARK	22.11		02/15/22
						RUGS			
						ACCOUNT TOTAL	22.11	.00	22.11
552-6655-436.87-03 RENTALS / EQUIPMENT RENTAL									
1275		08/22 AP		01/14/22	0000000	COOLEY PUMPING, LLC	95.00		02/15/22

GROUP	PO	ACCTG	---TRANSACTION---			DESCRIPTION	DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE	
								POST DT	
FUND 552 SEWER RENTAL FUND									
552-6655-436.87-03 RENTALS / EQUIPMENT RENTAL						continued			
PORTA POTTY RENTAL-						PRAIRIE ST			
ACCOUNT TOTAL							95.00	.00	95.00
552-6655-436.92-18 STRUCTURE IMPROV & BLDGS / I/I REDUCTION PROJECT									
1266		08/22 AP		01/27/22	0000000	WHKS	12,308.33		02/15/22
3291-PARK DR LIFT STATION						10/18/21-01/14/22			
PROJECT#: 023291									
ACCOUNT TOTAL							12,308.33	.00	12,308.33
552-6665-436.72-26 OPERATING SUPPLIES / TESTING & LAB									
1275		08/22 AP		02/07/22	0000000	MIDLAND SCIENTIFIC, INC.	135.64		02/15/22
LAB SUPPLIES									
1275		08/22 AP		02/02/22	0000000	NORTH CENTRAL LABORATORIES	503.50		02/15/22
LAB SUPPLIES									
1275		08/22 AP		01/26/22	0000000	NORTH CENTRAL LABORATORIES	188.59		02/15/22
LAB SUPPLIES									
ACCOUNT TOTAL							827.73	.00	827.73
552-6665-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT									
1275		08/22 AP		02/08/22	0000000	MENARDS-CEDAR FALLS	69.56		02/15/22
TV SUPPORT									
1275		08/22 AP		02/07/22	0000000	O'DONNELL ACE HARDWARE	4.75		02/15/22
BOLTS									
1275		08/22 AP		02/07/22	0000000	O'DONNELL ACE HARDWARE	108.10		02/15/22
CLEANER,CONNECTOR,STORAGE									
1275		08/22 AP		02/02/22	0000000	O'DONNELL ACE HARDWARE	27.38		02/15/22
BROOMS									
1275		08/22 AP		02/01/22	0000000	O'DONNELL ACE HARDWARE	12.67		02/15/22
PIPE,PIPE THREAD									
1275		08/22 AP		01/31/22	0000000	MENARDS-CEDAR FALLS	98.43		02/15/22
PAINT EATER/DISK									
1275		08/22 AP		01/26/22	0000000	O'DONNELL ACE HARDWARE	15.69		02/15/22
WIRE CONNECTORS									
1275		08/22 AP		01/20/22	0000000	CAMPBELL SUPPLY WATERLOO	102.10		02/15/22
BOLTS									
1233		08/22 AP		01/13/22	0139342	US BANK	23.94		02/08/22
INDECO									
SHIPPING FOR PARTS									
1275		08/22 AP		01/12/22	0000000	FASTENAL COMPANY	17.95		02/15/22
PINS AND WASHERS									
ACCOUNT TOTAL							480.57	.00	480.57

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 552 SEWER RENTAL FUND									
552-6665-436.73-06 OTHER SUPPLIES / BUILDING REPAIR									
1275		08/22 AP		01/25/22	0000000	O'DONNELL ACE HARDWARE	35.68		02/15/22
						LED LIGHTS			
1275		08/22 AP		01/25/22	0000000	O'DONNELL ACE HARDWARE		10.30	02/15/22
						RETURN LED LIGHTS			
						ACCOUNT TOTAL	35.68	10.30	25.38
552-6665-436.73-36 OTHER SUPPLIES / SAN. LIFT STATION SUPP.									
1275		08/22 AP		01/20/22	0000000	GRAINGER PARTS	122.16		02/15/22
						PRESSURE GAUGE LS			
1275		08/22 AP		01/06/22	0000000	CRESCENT ELECTRIC	67.58		02/15/22
						LS ELECTRICAL CONNECTORS			
1275		08/22 AP		01/04/22	0000000	CRESCENT ELECTRIC	339.94		02/15/22
						LS ELECTRICAL WIRE,BATTRY			
						ACCOUNT TOTAL	529.68	.00	529.68
552-6665-436.86-12 REPAIR & MAINTENANCE / TOWELS									
1275		08/22 AP		01/28/22	0000000	ARAMARK	22.11		02/15/22
						RUGS			
						ACCOUNT TOTAL	22.11	.00	22.11
552-6665-436.86-29 REPAIR & MAINTENANCE / LAB & TESTING									
1275		08/22 AP		01/31/22	0000000	TESTAMERICA LABORATORIES, INC	2,311.50		02/15/22
						LAB TESTS			
						ACCOUNT TOTAL	2,311.50	.00	2,311.50
						FUND TOTAL	16,810.60	10.30	16,800.30
FUND 553 2004 SEWER BOND									
FUND 555 STORM WATER UTILITY									
555-6630-432.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
1273		08/22 AP		02/07/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.88		02/15/22
						3 HOLE PUNCH, BATTERIES			
1273		08/22 AP		02/07/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.64		02/15/22
						COPY PAPER, ENVELOPES			
						ACCOUNT TOTAL	4.52	.00	4.52
555-6630-432.73-34 OTHER SUPPLIES / STORM SEWERS									
1265		08/22 AP		02/07/22	0000000	BUILDERS SELECT LLC	89.88		02/15/22

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 555 STORM WATER UTILITY										
555-6630-432.73-34 OTHER SUPPLIES / STORM SEWERS						continued				
						LUMBER FOR CATCH BASIN BOXES				
1241		08/22 AP		01/25/22	0000000	MENARDS-CEDAR FALLS	62.64			02/15/22
						LUMBER FOR STORM WATER CATCH BASIN BOXES				
						ACCOUNT TOTAL	152.52	.00	152.52	
555-6630-432.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS										
1266		08/22 AP		01/14/22	0000000	AECOM TECHNICAL SERVICES, INC	1,915.66			02/15/22
						3215-OLIVE ST BOX CULVERT				
						PROJECT#: 023215				
						ACCOUNT TOTAL	1,915.66	.00	1,915.66	
						FUND TOTAL	2,072.70	.00	2,072.70	
FUND 570 SEWER ASSESSMENT										
FUND 606 DATA PROCESSING FUND										
606-1078-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1273		08/22 AP		02/07/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.58			02/15/22
						COPY PAPER, ENVELOPES				
1237		08/22 AP		01/31/22	0000000	STOREY KENWORTHY	4.85			02/15/22
						#9 WINDOW ENVELOPES				
1288		08/22 AP		01/24/22	0000000	STOREY KENWORTHY	386.85			02/15/22
						BLUE BAR PAPER				
1288		08/22 AP		01/18/22	0000000	STOREY KENWORTHY	77.37			02/15/22
						BLUE BAR PAPER				
						ACCOUNT TOTAL	470.65	.00	470.65	
606-1078-441.81-40 PROFESSIONAL SERVICES / PUBLIC INFORMATION PROG.										
1233		08/22 AP		01/03/22	0139342	US BANK	99.00			02/08/22
						STR*BIGSTOCKPHOTO.COM				
						ONLINE IMAGE SUBSCRIPTION				
						ACCOUNT TOTAL	99.00	.00	99.00	
606-1078-441.81-42 PROFESSIONAL SERVICES / CJIS OPERATION										
1237		08/22 AP		02/01/22	0000000	BLACK HAWK CO.CJIS	10,841.62			02/15/22
						FY'22 2ND 1/2 OPERATE EXP				
						ACCOUNT TOTAL	10,841.62	.00	10,841.62	
606-1078-441.86-10 REPAIR & MAINTENANCE / SOFTWARE SUPPORT AGREEMTS										
1288		08/22 AP		02/06/22	0000000	BLUEBEAM INC	2,001.50			02/15/22

GROUP NBR	PO NBR	ACCTG PER.	CD	---TRANSACTION--- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 606 DATA PROCESSING FUND									
606-1078-441.86-10 REPAIR & MAINTENANCE / SOFTWARE SUPPORT AGREEMTS						continued			
						RENEW ANNUAL LICENSE			
						STANDARD MAINTENANCE			
1288		08/22 AP		02/04/22	0000000	TRANSOFT SOLUTIONS, INC.	500.00		02/15/22
						4/1/22-3/31/23			
1233		08/22 AP		01/07/22	0139342	US BANK	249.90		02/08/22
						WEB*NETWORKSOLUTIONS			
						CF1STOP DOMAIN RENEWAL			
						ACCOUNT TOTAL	2,751.40	.00	2,751.40
606-1078-441.93-01 EQUIPMENT / EQUIPMENT									
1233		08/22 AP		01/17/22	0139342	US BANK	215.99		02/08/22
						AMZN MKTP US*XF98J5BJ3			
						TV CART-COUNCIL			
1233		08/22 AP		01/12/22	0139342	US BANK	26.99		02/08/22
						AMZN MKTP US*JT9YV90H3			
						RJ45 ENDS FOR INVENTORY			
1233		08/22 AP		01/10/22	0139342	US BANK	299.94		02/08/22
						AMAZON.COM*6Z3FF7HQ3 AMZN			
						WIRELESS KEYBOARDS,MICE			
1233		08/22 AP		01/10/22	0139342	US BANK	309.00		02/08/22
						AMZN MKTP US*YB6RN5IM3			
						FAX MACHINE			
1233		08/22 AP		12/31/21	0139342	US BANK	62.21		02/08/22
						AMZN MKTP US*TH59F0JW3			
						MEDIA CONVERTERS			
1233		08/22 AP		12/31/21	0139342	US BANK		115.98	02/08/22
						AMZN MKTP US			
						FAULTY LAPTOP BATTERY-CR			
1233		08/22 AP		12/27/21	0139342	US BANK	98.33		02/08/22
						AMAZON.COM*KAO0PK7DY3 AMZN			
						NETGEAR SWITCH-CITY HALL			
1233		08/22 AP		12/23/21	0139342	US BANK	28.58		02/08/22
						AMZN MKTP US*OK56Y80T3			
						TONER			
1233		08/22 AP		12/23/21	0139342	US BANK	514.74		02/08/22
						AMZN MKTP US*105U73W03			
						UPS BATTERIES(6), CABLES			
1233		08/22 AP		12/21/21	0139342	US BANK	609.77		02/08/22
						B&H PHOTO 800-606-6969			
						LOUDSPEAKR SYSTM-COMM CTR			
						ACCOUNT TOTAL	2,165.55	115.98	2,049.57
						FUND TOTAL	16,328.22	115.98	16,212.24
FUND 680 HEALTH INSURANCE FUND									
680-1902-457.51-01 INSURANCE / HEALTH INSURANCE									
1237		08/22 AP		02/07/22	0000000	HOLMES MURPHY & ASSOCIATES LL	2,333.33		02/15/22
						BENEFITS CONSULTING SERV			
						MARCH 2022			
						ACCOUNT TOTAL	2,333.33	.00	2,333.33
						FUND TOTAL	2,333.33	.00	2,333.33

GROUP	PO	ACCTG	---TRANSACTION---			DESCRIPTION	DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE	
								POST DT	
FUND 681 HEALTH SEVERANCE									
FUND 682 HEALTH INSURANCE - FIRE									
FUND 685 VEHICLE MAINTENANCE FUND									
685-6698-446.72-60						OPERATING SUPPLIES / SAFETY SUPPLIES			
1288		08/22	AP	02/02/22	0000000	THOMPSON SHOES	148.75		02/15/22
						SAFETY SHOES-D GEARHART P.O. 56690			
1228		08/22	AP	01/24/22	0000000	CITY LAUNDERING CO.	82.59		02/15/22
						1ST AID SUPPLIES FLEET			
1288		08/22	AP	12/01/21	0000000	BROWN'S SHOE FIT	130.00		02/15/22
						SAFETY SHOES-D RAWDON P.O. 56691			
						ACCOUNT TOTAL	361.34	.00	361.34
685-6698-446.86-12 REPAIR & MAINTENANCE / TOWELS									
1241		08/22	AP	01/28/22	0000000	ARAMARK	82.45		02/15/22
						SHOP TOWELS			
						ACCOUNT TOTAL	82.45	.00	82.45
						FUND TOTAL	443.79	.00	443.79
FUND 686 PAYROLL FUND									
FUND 687 WORKERS COMPENSATION FUND									
FUND 688 LTD INSURANCE FUND									
FUND 689 LIABILITY INSURANCE FUND									
689-1902-457.51-05						INSURANCE / LIABILITY INSURANCE			
1288		08/22	AP	02/04/22	0000000	ARTHUR J. GALLAGHER RISK MGMT	1,973.00		02/15/22
						ARTIST HOUSE (RED HOUSE) 1/18/22-1/18/23			
						ACCOUNT TOTAL	1,973.00	.00	1,973.00
						FUND TOTAL	1,973.00	.00	1,973.00
FUND 724 TRUST & AGENCY									
FUND 727 GREENWOOD CEMETERY P-CARE									
FUND 728 FAIRVIEW CEMETERY P-CARE									
FUND 729 HILLSIDE CEMETERY P-CARE									
FUND 790 FLOOD LEVY									
						GRAND TOTAL	407,361.87	1,245.49	406,116.38