



**AGENDA  
CITY OF CEDAR FALLS, IOWA  
CITY COUNCIL MEETING  
MONDAY, AUGUST 17, 2020  
7:00 PM AT CITY HALL VIA VIDEO CONFERENCE**

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**To protect against the spread of the COVID-19, the meeting will be held via video conference. 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 August 3, 2020.

**Agenda Revisions**

**Special Order of Business**

- 2. Public hearing on the proposed rezoning from A-1, Agricultural District to P, Public District, of certain property located north of West 27th Street and west of P E Center Drive, and also on an associated amendment to the Future Land Use Map by changing the designation from Medium Density Residential and University to Schools.
  - a) Receive and file proof of publication of notice of hearing. (Notice published August 7, 2020)
  - b) Written communications filed with the City Clerk.
  - c) Staff comments.
  - d) Public comments.
  - e) Pass an ordinance amending Section 26-118 of the Code of Ordinances by removing property located north of West 27th Street and west of P E Center Drive from the A-1, Agricultural District, and placing the same in the P, Public District, upon its first consideration.
  - f) Resolution amending the Future Land Use Map by changing the designation from Medium Density Residential and University to Schools, for property located north of West 27th Street and west of P E Center Drive.

**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.)

3. Receive and file a proclamation recognizing August 18, 2020 as the 19th Amendment Ratification Centennial Day.
4. Receive & file the following resignations of members from Boards and Commissions:
  - a) Jeremy Rosel, Art & Culture Board.
  - b) Jeffrey Zaputil, Human Rights Commission.
  - c) Marvin Mattfeld, Park & Recreation Commission.
5. Approve the following recommendation of the Mayor relative to the appointment of members to Boards and Commissions.
  - a) Chelsey Bowermaster, Health Trust Fund Board of Trustees, term ending 12/31/2020.
6. Receive and file the Committee of the Whole minutes of August 3, 2020 relative to the following items:
  - a) Washington Street Reconstruction.
  - b) Bills & Payroll.
7. Receive and file the Abstract of Votes for the July 7, 2020 Special Election to fill vacancy (TFV) and the August 4, 2020 Special Runoff Election to fill vacancy (TFV).
8. Approve the following applications for beer permits and liquor licenses:
  - a) Buffalo Wild Wings, 6406 University Avenue, Class C liquor & outdoor service - renewal.
  - b) The Library, 2222 College Street, Class C liquor & outdoor service - renewal.
  - c) Whiskey Road Tavern & Grill, 402 Main Street, Class C liquor & outdoor service - renewal.
  - d) Fraternal Order of Eagles, 2125 West Lone Tree Road, Class C liquor & outdoor service - temporary expansion of outdoor service area. (August 22, 2020)
  - e) Main Street Sweets, 307 Main Street, Class B native wine – new.
  - f) The Ragged Edge Art Bar & Gallery, 504 Bluff Street, Class C liquor & outdoor service – new with exceptions. (see attached)

**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.)

9. Resolution approving the Mayor's nomination of Assistant Chief Craig Berte for appointment as Police Chief.
10. Resolution supporting the Sister City relationship with Ferizaj of the Republic of Kosovo.
11. Resolution naming official depositories for the City of Cedar Falls.
12. Resolution approving and authorizing a request for reimbursement from the Iowa Covid-19 Government Relief Fund for eligible costs related to the Covid-19 public health emergency.
13. Resolution approving and adopting a Benefits Certificate for the City of Cedar Falls Employee Dental Plan.
14. Resolution approving and adopting Summary Plan Descriptions for the City of Cedar Falls Health Benefit Plans.
15. Resolution approving and authorizing execution of a Memorandum of Understanding with the City of Waterloo and Black Hawk County relative to the 2020-2021 Edward Byrne Memorial Justice Assistance Grant (JAG) Program funding for the Tri-County Drug Enforcement Task Force.
16. Resolution approving and authorizing execution of an extension of an Agreement for Custodial Services with Fresh Start Cleaning Solutions, Inc., relative to providing custodial services for city buildings from September 1, 2020 through August 31, 2021.

- [17.](#) Resolution approving the Certificate of Completion and accepting the work of Peters Construction Corporation for the Place to Play Playground Project.
- [18.](#) Resolution approving and authorizing execution of a Storm Water Maintenance and Repair Agreement with AutoZone Inc. relative to a post-construction stormwater management plan for 6130 University Avenue.
- [19.](#) Resolution approving the Certificate of Completion and accepting the work of Peterson Contractors, Inc. for the 2018 Street Construction Project.
- [20.](#) Resolution approving the Certificate of Completion and accepting the work of Iowa Bridge & Culvert, LC for the 2017 Levee/Floodwall System Improvements Project.
- [21.](#) Resolution receiving and filing, and approving and accepting the bid of Feldman Concrete, in the amount of \$38,899.20, being the only bid received for the 2020 Sidewalk Assessment Project - Zone 3.
- [22.](#) Resolution approving and authorizing execution of a Contract for Economic Development Marketing Services with Brand Acceleration, Inc.
- [23.](#) Resolution approving a Central Business District (CBD) Overlay Zoning District site plan for facade improvements at 212 ½ Main Street.
- [24.](#) Resolution approving a Central Business District (CBD) Overlay Zoning District site plan for facade improvements at 515 Main Street.
- [25.](#) Resolution approving an S-1 Shopping Center District site plan for installation of a permanent kiosk for online order pick-up service at 6301 University Avenue.
- [26.](#) Resolution receiving and filing, and setting September 8, 2020 as the date of public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2020 Street Patching Project.

#### **Allow Bills and Payroll**

- [27.](#) Allow Bills and Payroll of August 17, 2020.

#### **City Council Referrals**

#### **City Council Updates**

#### **Staff Updates**

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

#### **Adjournment**

**CITY HALL  
CEDAR FALLS, IOWA, AUGUST 3, 2020  
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 7:05 P.M. on the above date. The Mayor opened the meeting and announced that the meeting was being conducted electronically in conformance with the Governor's Proclamation of Disaster Emergency to limit the spread of COVID-19. Members present: Miller, Kruse, Harding, Darrah, Sires, Taiber. Absent: deBuhr.
- 52920 - It was moved by Kruse and seconded by Miller that the minutes of the Regular Meeting of July 20, 2020 be approved as presented and ordered of record. Motion carried unanimously.
- 52921 - Mayor Green announced the continuation of the public hearing on the proposed rezoning from R-1 Residence District and A-1 Agricultural District, to RP Planned Residence District, of property located east of Union Road and north of West 27th Street. Planning and Community Services Manager Howard provided a brief summary and status of the proposed rezoning. Planning and Community Services Manager Howard and City Administrator Gaines responded to traffic concerns expressed by Michael Goyen, 1712 Union Road, and Kay Thuesen, 1818 Erik Road.
- 52922 - It was moved by Miller and seconded by Kruse to refer the proposed rezoning back to the Planning and Zoning Commission for further review and recommendation. Following questions and comments by Councilmembers Miller and Kruse and responses by Community Development Director Sheetz and Planning and Community Services Manager Howard, the motion carried unanimously.
- 52923 - Mayor Green announced that in accordance with the public notice of July 24, 2020, this was the time and place for a public hearing on a proposed conveyance of certain vacated city right-of-way located along Prairie Parkway to Western Home Services, Inc. It was then moved by Kruse and seconded by Darrah that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 52924 - The Mayor then asked if there were any written communications filed to the proposed conveyance. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Planning and Community Services Manager Howard provided a brief summary of the proposed conveyance. There being no one else present wishing to speak about the proposed conveyance, the Mayor declared the hearing closed and passed to the next order of business.
- 52925 - It was moved by Darrah and seconded by Kruse that Resolution #22,065, approving and authorizing execution of a Quit Claim Deed conveying vacated

right-of-way located along Prairie Parkway to Western Home Services, Inc., be adopted. Following a question by Councilmember Miller and responses by Planning and Community Services Manager Howard, City Clerk Danielsen and Councilmember Kruse, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, Kruse, Harding, Darrah, Sires, Taiber. Nay: None. Motion carried. The Mayor then declared Resolution #22,065 duly passed and adopted.

52926 - Mayor Green announced that in accordance with the public notice of July 24, 2020, this was the time and place for a public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2020 Sidewalk Assessment Project - Zone 3. It was then moved by Kruse and seconded by Darrah that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.

52927 - The Mayor then asked if there were any written communications filed to the proposed plans, etc. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Civil Engineer Tolan provided a brief summary of the proposed project. There being no one else present wishing to speak about the proposed plans, etc., the Mayor declared the hearing closed and passed to the next order of business.

52928 - It was moved by Kruse and seconded by Miller that Resolution #22,066, approving and adopting the plans, specifications, form of contract & estimate of cost for the 2020 Sidewalk Assessment Project - Zone 3, be adopted. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, Kruse, Harding, Darrah, Sires, Taiber. Nay: None. Motion Carried. The Mayor then declared Resolution #22,066 duly passed and adopted.

52929 - It was moved by Kruse and seconded by Darrah that Ordinance #2968, amending Chapter 2, Administration, of the Code of Ordinances relative to establishing a Human Resources Division within the Department of Finance and Business Operations, be passed upon its third and final consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, Kruse, Harding, Darrah, Sires, Taiber. Nay: None. Motion carried. The Mayor then declared Ordinance #2968 duly passed and adopted.

52930 - It was moved by Darrah and seconded by Kruse that Resolution #22,067, approving and adopting a job classification for the position of Human Resources Manager in the Finance & Business Operations Department, be adopted. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, Kruse, Harding, Darrah, Sires, Taiber. Nay: None. Motion Carried. The Mayor then declared Resolution #22,067 duly passed and adopted.

52931 - It was moved by Darrah and seconded by Miller that the following items and recommendations on the Consent Calendar be received, filed and approved:

Receive and file the resignation of Glynis Worthington as a member of the Library Board of Trustees.

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

- a) Chris Corkery, Art & Culture Board, term ending 07/01/2024.
- b) Stephanie Houk Sheetz, Metropolitan Bus Board, term ending 06/30/2021.

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

- a) Administrative Supervisor.
- b) Planner II.

Approve the following applications for beer permits and liquor licenses:

- a) Kwik Star, 4515 Coneflower Parkway, Class C beer & Class B wine - renewal.
- b) The Black Hawk Hotel/Bar Winslow/Farm Shed, 115-119 Main Street, Class B liquor, Class B wine & outdoor service - renewal.
- c) Amigo, 5809 University Avenue, Class C liquor & outdoor service - renewal.
- d) Wal-Mart, 525 Brandilynn Boulevard, Class E liquor - renewal.
- e) Amvets, 1934 Irving Street, Class A liquor & outdoor service - temporary expansion of outdoor service area. (August 14-16, 2020)
- f) Smokin Oak Wood Fired Pizza, 1525 West Ridgeway Avenue, Class B beer – new.
- g) Vintage Iron, 104 Main Street, Class B wine – new.
- h) Panther Travel Center, 1525 West Ridgeway Avenue, Class E liquor – new.
- i) Mulligan's Brick Oven Grill & Pub, 205 East 18th Street, Class C liquor & outdoor service – premise update of outdoor service with exceptions. (see attached)

Motion carried unanimously.

52932 - It was moved by Kruse and seconded by Harding to receive and file Departmental Monthly Reports of June 2020. Following a question by Jim Skaine, 2215 Clay Street, and response by Mayor Green, the motion carried unanimously.

52933 - It was moved by Darrah and seconded by Miller that the following resolutions be introduced and adopted:

Resolution #22,068, approving and authorizing execution of an Agreement for Animal Services with the Cedar Bend Humane Society for FY21-FY23.

Resolution #22,069, approving the opening of the Housing Choice Voucher (HCV) Program, aka Section 8, Waiting List on August 31, 2020, as recommended by the Housing Commission.

Resolution #22,070, approving and authorizing execution of First Amendment to Agreement for Professional Services with the Northeast Iowa Food Bank for additional Community Development Block Grant (CDBG) funding relative to the CARES Act.

Resolution #22,071 approving six occupancy permits prior to the acceptance of public improvements in Western Home Communities Ninth Addition.

Resolution #22,072, approving and authorizing execution of a Storm Water Maintenance and Repair Agreement with Immanuel Evangelical Lutheran relative to a post-construction stormwater management plan for 4820 Oster Parkway.

Resolution #22,073, approving and authorizing execution of Change Order No. 3 to the contract with Peterson Contractors, Inc. relative to the Campus Street Box Culvert Project.

Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, Kruse, Harding, Darrah, Sires, Taiber. Nay: None. Motion carried. The Mayor then declared Resolutions #22,068 through #22,073 duly passed and adopted.

52934 - It was moved by Miller and seconded by Kruse that Resolution #22,074, approving and authorizing execution of a Professional Service Agreement with the Iowa Northland Regional Council of Governments (INRCOG) for Grant Administration and Technical Services for FY21 (FFY20) relative to Community Development Block Grant (CDBG) & HOME Program funding, be adopted. Following questions by Jim Skaine, 2215 Clay Street, and response 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: Miller, Kruse, Harding, Darrah, Sires, Taiber. Nay: None. Motion carried. The Mayor then declared Resolution #22,074 duly passed and adopted.

52935 - It was moved by Darrah and seconded by Harding that Resolution #22,075, approving and authorizing execution of a Professional Service Agreement with Snyder & Associates, Inc. for design services relative to the Downtown Streetscape and Reconstruction Project - Phase II, be adopted. Following questions by Jim Skaine, 2215 Clay Street, and response by Public Works Director Schrage, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, Kruse, Harding, Darrah, Sires, Taiber. Nay: None. Motion carried. The Mayor then declared Resolution #22,075 duly passed and adopted.

52936 - It was moved by Kruse and seconded by Miller that Resolution #22,076, setting August 17, 2020 as the date of public hearing on the proposed rezoning from A-1, Agricultural District to P, Public District, of certain property located north of West 27th Street and west of P E Center Drive, and also on an associated amendment to the Future Land Use Map by changing the designation from Medium Density Residential and University to Schools, be adopted. Following questions by Jim Skaine, 2215 Clay Street, and response by Mayor Green, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, Kruse, Harding, Darrah, Sires, Taiber. Nay: None. Motion carried. The Mayor then declared Resolution #22,076 duly passed and adopted.

52937 - It was moved by Kruse and seconded by Harding that the bills and payroll of August 3, 2020 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. Following questions by Jim Skaine, 2215 Clay Street, and response by Mayor Green, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, Kruse, Harding, Darrah, Sires, Taiber. Nay: None. Motion carried.

52938 - City Administrator Gaines responded to a question by Councilmember Sires regarding the new street to the Aldrich Elementary School.

Councilmember Darrah expressed appreciation for Councilmember Taiber's service, and Taiber expressed his appreciation and commented on the accomplishments of City Council and staff.

Councilmember Sires and Mayor Green encouraged the public to participate in the run-off election on August 4th.

52939 - Fire Chief Bostwick provided an update on the compost facility fire and efforts to fully extinguish the fire. Mayor Green provided additional comments, Councilmember Miller expressed disappointment in communication, and Councilmember Darrah expressed appreciation to Benton's Sand and Gravel for their assistance.

Community Development Director Sheetz provided an update on attendance at the aquatic center, and announced that it will remain open through August 9th. Director Sheetz also announced grants recently received by the Hearst Center.

52940 - City Administrator Gaines responded to a question by Rick Sharp, 1623 Birch Street, regarding the appointment process of Police Chief.

Mayor Green, Public Safety Services Director Olson, Fire Chief Bostwick and Public Works Director Schrage responded to questions and comments by Jim Skaine, 2215 Clay Street, LeaAnn Saul, 1825 West Greenhill Road, and Craig Fairbanks, 405 Spruce Hills Drive, regarding various aspects of the compost facility fire.

Mayor Green responded to a request by Jim Skaine, 2215 Clay Street, to remove the word "germane" from the agenda.

52941 - It was moved by Harding and seconded by Kruse that the meeting be adjourned at 8:13 P.M. Motion carried unanimously.

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Jacqueline Danielsen, MMC, City Clerk





**DEPARTMENT OF COMMUNITY DEVELOPMENT**

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

**MEMORANDUM**

*Planning & Community Services Division*

**TO:** Honorable Mayor Robert M. Green and City Council  
**FROM:** Jaydevsinh Atodaria, Planner I  
**DATE:** August 13, 2020  
**SUBJECT:** Rezoning Request Cedar Falls High School (RZ20-005)  
Land Use Map Amendment (LU20-002)

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**REQUEST:** Amend Future Land Use Map to reflect public use of the property.  
Rezone property from A-1, Agricultural District to P, Public Zoning District.

**PETITIONER:** Cedar Falls Community School District / Brian Sanderman, INVISION  
Architects

**LOCATION:** North of W. 27<sup>th</sup> Street and west of PE Center Drive

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**PROPOSAL**

The Cedar Falls Community School District has requested to rezone 20 acres (871,200SF) of property from the A-1, Agricultural District, to the P, Public Zoning District. This property is located north of W. 27<sup>th</sup> Street and west of PE Center Drive.

**BACKGROUND**

Cedar Falls Community School District (CFCSD) owns the subject property. This parcel was purchased by CFCSD last year from the adjacent property owner to the west in order to provide additional area for the new high school campus.

CFCSD also owns the abutting property at 2701 W 27<sup>th</sup> Street to the east of the subject property which is approximately 50 acres (2,178,000SF). The property west of the subject property is currently being rezoned to allow development of West Fork Crossing, a large planned residential area. The area to the east is owned by the University of Northern Iowa. The 50-acre parcel to the east of the subject property was purchased from UNI, so is already zoned Public.

If the petitioner’s request to rezone the property to P zone is approved, the intent is to combine the subject property with the lot to the east in order to accommodate a new Cedar Falls High

School campus on a total land area of about 70 acres. The applicant will be submitting a site plan for the new Cedar Falls High School facility at a later date.

**ANALYSIS**

Existing and Proposed Zoning

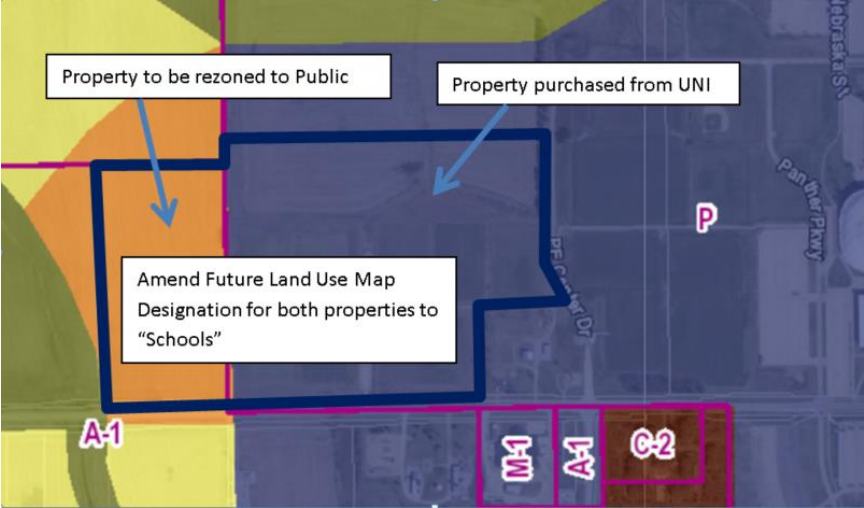
The request is to rezone 20 acres of land north of W 27<sup>th</sup> Street and west of PE Center Drive from A-1, Agricultural District to P, Public Zoning District. The purpose of A-1 Agricultural District is to act as a "holding zone" in areas of the city that are undeveloped and not served by essential municipal services (i.e., sanitary sewer, water, roadways) but where future growth and development is anticipated according to the Comprehensive Plan.

The Public Zoning District Zone designation is reserved exclusively for structures and uses of land owned by the federal government, the state, the county, the city and the Cedar Falls Community School District. Although such publicly owned property is generally exempt from zoning regulations and requirements, it is expected that such governmental authorities will cooperate with the City to encourage structures and uses of public land which will be compatible with the general character of the area in which the public property is located.

The rezoning is a necessary first step to allow development of the new high school. The request aligns with the intent to develop the land for public purposes.

Compliance with the Comprehensive Plan and Future Land Use Map

The Future Land Use Map in the City’s Comprehensive Plan indicates that this property is designated for Medium Density Residential use. With the purchase of the property by the school district, the Future Land Use Map will need to be amended for both the property purchased from UNI, which is currently designated as “University,” and the property that is the subject of this rezoning. Staff recommends amending the map to reflect the “School” designation for both properties. See excerpt from the Future Land Use Map below with properties labeled.



Future Land use Map (Legend)

- University-
- Low Density Residential -
- Medium Density Residential-

Access to Public Services

The property is located in a developed area of the city and will have access to utilities. The City will be re-constructing W. 27<sup>th</sup> Street to facilitate development of the new school. With that project a sewer main will be extended from the south to serve the new school and the West Fork Crossing development.

Access to Adequate Street Network

A traffic study has been conducted to assess the traffic circulation needs for the school, with two driveway access points anticipated along W. 27<sup>th</sup> Street, one from PE Center Drive and a local neighborhood street connection on the west side of the property. The subject property will have adequate street connections in order to regulate the traffic flow and accessibility to the site.

PUBLIC NOTICE

Notice of the rezoning proposal was mailed to the adjoining property owners with the potential date of public hearing and public hearing notice was also published in Waterloo Cedar Falls Courier on 16<sup>th</sup> July, 2020.

STAFF RECOMMENDATION

Planning and Zoning Commission recommended approval of rezoning of the subject property from A-1, Agricultural District to P, Public District and an amendment to the Future Land Use Map changing the designation of the entire high school site from “Medium Density Residential” and “University” to “Schools” at their regular meeting on July 22, 2020 with a vote of 6 ayes and 0 nays. The Community Development Department also recommends approval of the proposed Rezoning and Future Land Use Amendment.

PLANNING & ZONING COMMISSION

Introduction 7/8/2020 Chair Holst introduced the item and Mr. Atodaria provided background information. He explained that the Cedar Falls Community School District is requesting a rezoning for property north of W. 27<sup>th</sup> Street and west of PE Center Drive from A-1, Agricultural, to P, Public. The school district intends to use the land for construction of a new high school. He noted that the Future Land Use Map will also need amending to acknowledge the public ownership and use of the property by the public school district. The proposed land use map amendment would change the designations on the map from “Medium Density Residential” and “University” to “Schools.” Staff recommends setting a date of public hearing for July 22 to discuss the proposed rezoning and amendment to the future land use map. Andy Pattee, superintendent of Cedar Falls Schools, stated that he is available for any questions and thanked the Commission for their work.

Mr. Schrad asked if notification letters will be sent out before the next meeting. Mr. Atodaria stated that notices have been sent out and notification will also be posted in the newspaper. The matter will be continued at the next meeting.

Discussion & Vote 7/22/2020 Chair Holst introduced the item and Mr. Atodaria provided background information, explaining that Cedar Falls Community School District is proposing to rezone the property North of W 27<sup>th</sup> Street and West of PE Center drive from A1, Agriculture District to P, Public Zoning District for the proposed new Cedar Falls

High School campus. The Future Land Use map will also have to be amended from “Medium Density Residential” and “University” to “Schools”. Mr. Atodaria explained that improvements are planned along W.27<sup>th</sup> Street and to extend the sewer from the south so there will be access to public services, as well as adequate street access to the property. Staff recommends approval of the rezoning and future land use map amendment.

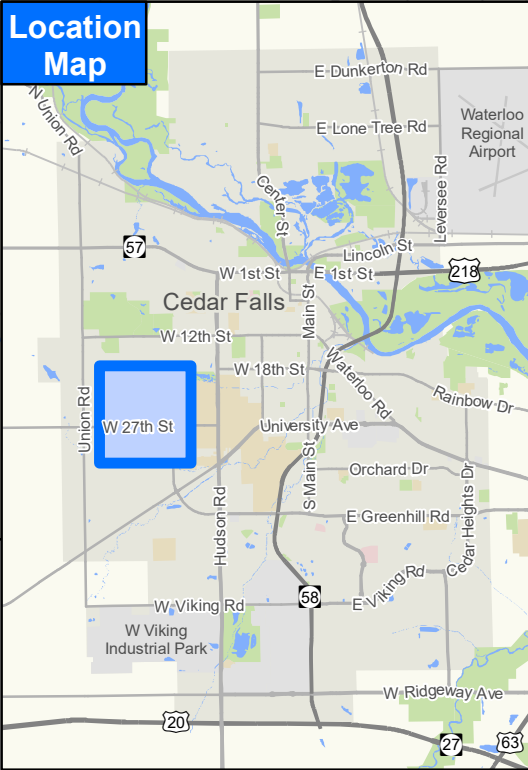
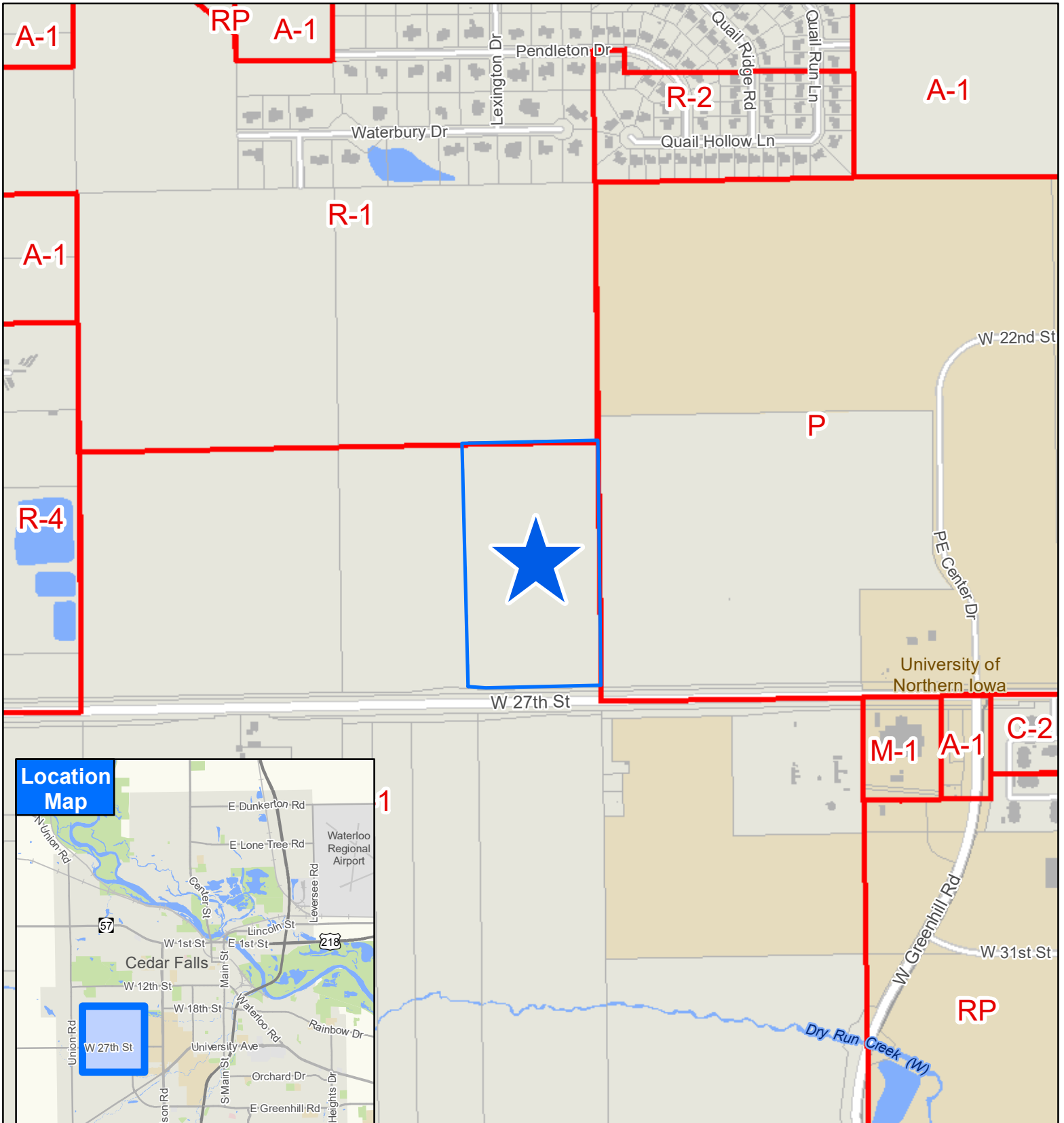
Mr. Prideaux made a motion to approve the land use map amendment. Ms. Adkins seconded the motion. The motion was approved unanimously with 6 ayes (Adkins, Hartley, Holst, Lynch, Prideaux and Schrad), and 0 nays.

Mr. Hartley made a motion to approve the rezoning. Ms. Prideaux seconded the motion. The motion was approved unanimously with 6 ayes (Adkins, Hartley, Holst, Lynch, Prideaux and Schrad), and 0 nays.

Attachments: Location Map  
Rezoning Plat

# Cedar Falls City Council August 3, 2020

Item 2.



**Cedar Falls High School  
A-1 to P**

501 Sycamore  
Suite 101  
Waterloo, IA 50703  
PO Box 1800  
Waterloo, IA 50704-1800  
319.233.8419  
319.233.9772 Fax  
www.invisionarch.com  
CONSULTANT:

CONSTRUCTION MANAGER  
STORY CONSTRUCTION

STRUCTURAL  
RAKER RHODES  
ENGINEERING  
MEP  
MODUS

CIVIL ENGINEERING AND  
LANDSCAPE ARCHITECTURE  
**AECOM**  
RITLAND-KUIPER

REVISIONS:  
Description Date No.

Description	Date	No.

OWNER SIGN-OFF:  
DATE NAME


CEDAR FALLS COMMUNITY SCHOOL DISTRICT  
**CEDAR FALLS HIGH SCHOOL**  
W 27TH STREET, CEDAR  
FALLS, IA 50613

PROJECT NO:  
19116

DATE:  
2020-06-05

SHEET SET:  
PLANNING & ZONING

SHEET NAME:  
REZONING PLAT

SHEET:  
1 of 1

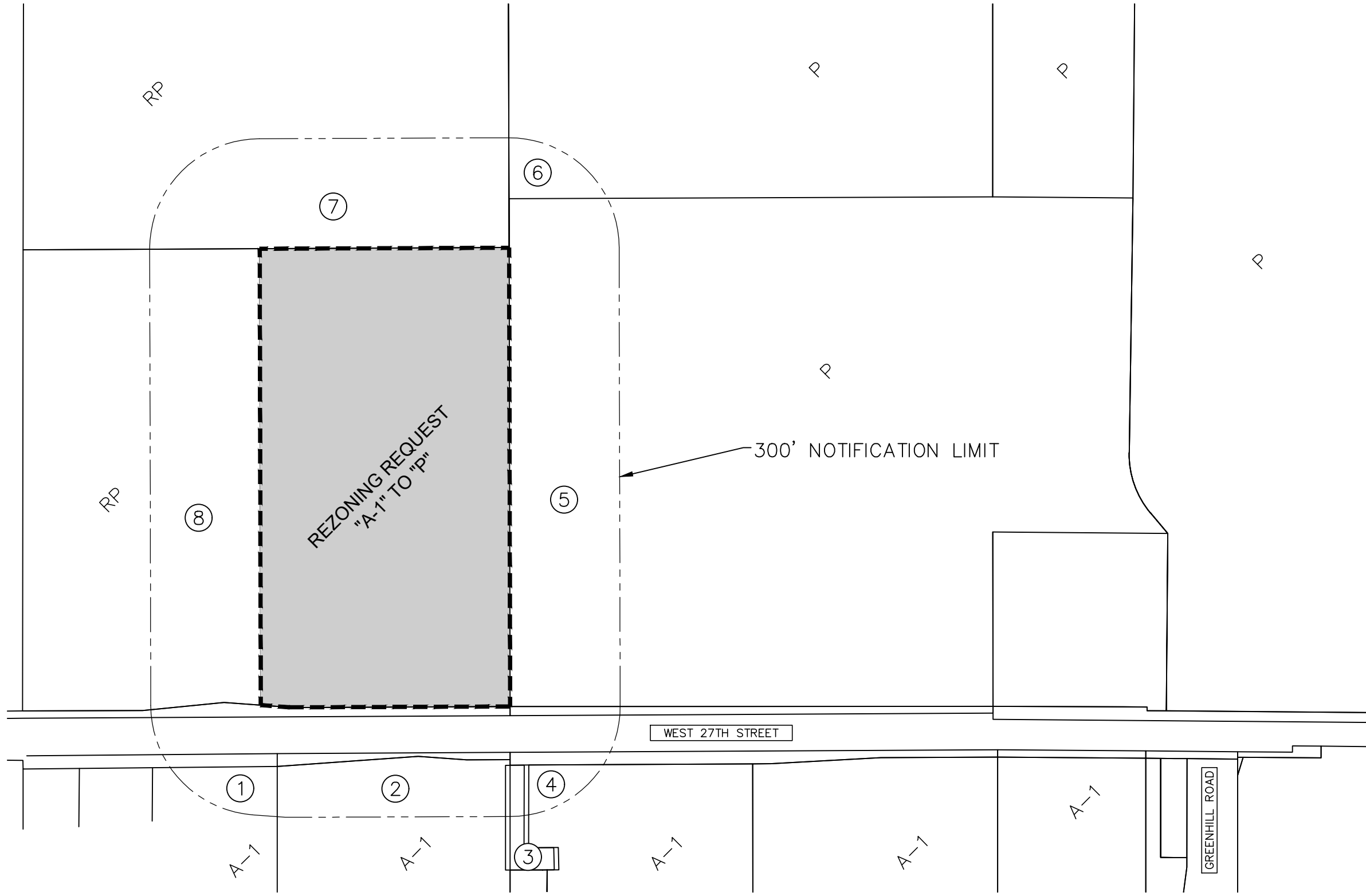
**OWNERS LISTING FOR  
REZONING REQUEST  
"A-1" TO "P"**  
JUNE 2020

**DESCRIPTION:**

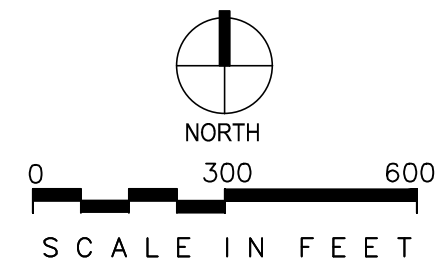
DOCUMENT #2020-7423  
A PARCEL OF LAND LOCATED IN THE  
SOUTHWEST QUARTER OF THE  
SOUTHEAST QUARTER (SW ¼ SE ¼) OF  
SECTION 15, T-89-N, R-24-W OF THE  
5TH PM., BLACK HAWK COUNTY, IOWA  
AND MORE PARTICULARLY DESCRIBED  
AS FOLLOWS:

COMMENCING AT THE SOUTHEAST (SE)  
CORNER OF THE SOUTHWEST QUARTER  
OF THE SOUTHEAST QUARTER (SW ¼  
SE ¼) OF SAID SECTION 15; THENCE  
ALONG SAID EAST LINE, NORTH  
00°08'50" WEST FOR A DISTANCE OF  
75.00 FEET TO THE NORTHERLY RIGHT  
OF WAY LINE OF 27TH STREET, THE  
POINT OF BEGINNING; THENCE  
CONTINUING ALONG SAID EAST LINE,  
NORTH 00°08'50" WEST FOR A DISTANCE  
OF 1251.33 FEET TO THE NORTH LINE  
OF SAID SOUTHWEST QUARTER OF THE  
SOUTHEAST QUARTER (SW ¼ SE ¼);  
THENCE ALONG SAID NORTH LINE,  
SOUTH 89°45'30" WEST FOR A DISTANCE  
OF 680.00 FEET; THENCE SOUTH  
00°08'50" EAST FOR A DISTANCE OF  
1244.81 FEET TO THE NORTHERLY  
RIGHT OF WAY LINE OF 27TH STREET;  
THENCE ALONG SAID RIGHT OF WAY  
LINE, SOUTH 85°35'04" EAST FOR A  
DISTANCE OF 77.49 FEET; THENCE  
NORTH 89°46'48" EAST A DISTANCE OF  
602.75 FEET TO THE POINT OF  
BEGINNING.

TRACT CONTAINS 19.53 ACRES AND IS  
SUBJECT TO ALL EASEMENTS OF  
RECORD.



PROPERTY NUMBER	DEED HOLDER 1	DEED HOLDER 2	ADDRESS	CITY	STATE	ZIP CODE
1	DONALD J RASMUSSEN	JACK P RASMUSSEN TRUST	1204 WASHINGTON ST	CEDAR FALLS	IA	50613
2	RASMUSSEN CO		9716 UNIVERSITY AVE	CEDAR FALLS	IA	50613
3	CITY OF CEDAR FALLS CEDAR FALLS UTILITIES		1 UTILITY PW	CEDAR FALLS	IA	50613
4	STATE OF IOWA	UNIVERSITY OF NORTHERN IOWA	1227 W 27TH ST	CEDAR FALLS	IA	50613
5	CEDAR FALLS COMMUNITY SCHOOL DISTRICT		1002 W 1ST STREET	CEDAR FALLS	IA	50613
6	STATE OF IOWA BOARD OF REGENTS		224 GILCHRIST HALL	CEDAR FALLS	IA	50613
7	WATERBURY PROPERTY INVESTORS LLC		604 CLAY STREET	CEDAR FALLS	IA	50613
8	MONEY PIT LLC		PO BOX 128	CEDAR FALLS	IA	50613



Prepared by: Jaydevsinh Atodaria (JD), Planner I, 220 Clay Street, Cedar Falls, IA 50613 (319) 273-8600

ORDINANCE NO. \_\_\_\_\_

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

WHEREAS, the City Planning and Zoning Commission of the City of Cedar Falls, Iowa, finds that the rezoning is consistent with the proposed use of Cedar Falls New High School Project which is identified as “Public” use for the City of Cedar Falls and therefore has recommended to the City Council of the City of Cedar Falls, Iowa, that all that area described as follows shall be removed from the A-1 Agricultural Zoning District and placed in P Public Zoning District, as follows:

Legal description for land to be rezoned from A-1 to P:

A parcel of land located in the Southwest Quarter of the Southeast Quarter of Section 15, Township 89 North, Range 24 West of the 5<sup>th</sup> P.M., Black Hawk County, Iowa and more particularly described as follows: Commencing at the Southeast corner of the Southwest Quarter of Section 15, thence along said East line, North 00°8’50” West for a distance of 75 feet to the Northerly right-of-way line of 27<sup>th</sup> street, the point of beginning, thence continuing along said East line, North 00°8’50” West for a distance of 1251.33 feet to the North line of said Southwest Quarter of the Southeast Quarter, thence along said North line, South 89°45’30” West for a distance of 680 feet, thence South 00°8’50” East for a distance of 1244.81 feet to the northerly right-of-way line of 27<sup>th</sup> Street, thence along said right of way line, South 85°35’04” East for a distance of 77.49 feet, thence North 89°46’48” East a distance of 602.75 feet to the point of beginning. Tract contains 19.53 acres and is subject to all easements of record.

And

WHEREAS, the City Council of the City of Cedar Falls, Iowa, deems it to the best interests of the City of Cedar Falls, Iowa, that said proposal be made and approved; and

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

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

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

Section 1. That the following described real estate:

Legal description for land to be rezoned from A-1 to P:

A parcel of land located in the Southwest Quarter of the Southeast Quarter of Section 15, Township 89 North, Range 24 West of the 5<sup>th</sup> P.M., Black Hawk County, Iowa and more particularly described as follows: Commencing at the Southeast corner of the Southwest Quarter of Section 15, thence along said East line, North 00°8'50" West for a distance of 75 feet to the Northerly right-of-way line of 27<sup>th</sup> street, the point of beginning, thence continuing along said East line, North 00°8'50" West for a distance of 1251.33 feet to the North line of said Southwest Quarter of the Southeast Quarter, thence along said North line, South 89°45'30" West for a distance of 680 feet, thence South 00°8'50" East for a distance of 1244.81 feet to the northerly right-of-way line of 27<sup>th</sup> Street, thence along said right of way line, South 85°35'04" East for a distance of 77.49 feet, thence North 89°46'48" East a distance of 602.75 feet to the point of beginning. Tract contains 19.53 acres and is subject to all easements of record.

Be and the same is hereby removed from the A-1 Agricultural District and added to the P Public Zoning District.

Section 2. That the zoning map of the City of Cedar Falls, Iowa, be and the same is hereby amended to show the property described in Section 1, above, as now being in the P Public Zoning District, and the amended map is hereby ordained to be the zoning map of the City of Cedar Falls, Iowa, as amended.

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

INTRODUCED: \_\_\_\_\_ August 17, 2020 \_\_\_\_\_

PASSED 1<sup>ST</sup> CONSIDERATION: \_\_\_\_\_

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

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

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

ATTEST:

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

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



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

RESOLUTION AMENDING THE FUTURE LAND USE MAP  
BY CHANGING THE DESIGNATION FROM MEDIUM DENSITY RESIDENTIAL AND  
UNIVERSITY USE TO SCHOOLS

WHEREAS, the City Planning and Zoning Commission of the City of Cedar Falls, Iowa, has recommended to the City Council of the City of Cedar Falls, Iowa to amend the Future Land Use Map from Medium Density Residential and University Use to Schools, for property located North of W. 27<sup>th</sup> Street and West of PE Center Drive, and

WHEREAS, said Commission has recommended approval of said change in the land use, and

WHEREAS, said land use map serves as a guide for future development, and

WHEREAS, said land use map amendment will allow the development of a new Cedar Falls High School Campus, and

WHEREAS, said land use map amendment will allow the use of land as “Schools”, appropriate for the proposed new Cedar Falls High School Campus, and

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

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the Future Land Use Map is hereby amended to change the designation found on the City Schematic Future Land Use Map from Medium Density Residential and University Use to Schools.

INTRODUCED AND ADOPTED this 17<sup>th</sup> day of August, 2020.

\_\_\_\_\_  
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  
319-273-8600  
FAX 319-268-5126



Item 3.

## 19<sup>TH</sup> AMENDMENT RATIFICATION CENTENNIAL DAY PROCLAMATION AUGUST 18, 2020

**WHEREAS**, the Suffragist Movement officially began in Seneca Falls, New York in 1848 and launched decades of agitation by suffragists – including parades, silent vigils, marches, intensive lobbying, hunger strikes, and civil disobedience – to achieve what many Americans considered a radical change to the Constitution; and

**WHEREAS**, women’s suffragists protesting for the right to vote were frequently met with fierce resistance by opponents, including heckling, jailing, physical abuse, and other forms of violence; and

**WHEREAS**, after more than seventy years, this tireless movement culminated in the ratification of the 19<sup>th</sup> Amendment on August 18<sup>th</sup>, 1920, which guarantees that “*The right of citizens of the United States to vote shall not be denied or abridged by the United States or any State on account of sex*”; and

**WHEREAS**, the local chapters of the League of Women Voters, Girl Scouts and other organizations, along with the University of Northern Iowa, Grout Museum, Cedar Falls Historical Society, and others, have made great effort to educate Cedar Valley residents about the women’s suffrage movement and 19<sup>th</sup> Amendment centennial through exhibits and other educational programs;

**NOW THEREFORE**, I, Robert M. Green, Mayor of Cedar Falls, do hereby proclaim August 18, 2020 as **19<sup>th</sup> Amendment Ratification Centennial Day** in the city of Cedar Falls, and encourage all citizens to learn about the women’s suffrage movement, the vital role of women in our democracy, and the challenges and barriers still faced by women in achieving true equality in America.



Signed this 11<sup>th</sup> day of August 2020.

Mayor Robert M. Green

**From:** Jeremy Rosel [<mailto:jeremyrosel@gmail.com>]  
**Sent:** Tuesday, August 11, 2020 2:31 PM  
**To:** Rob Green  
**Cc:** Heather Skeens; Kate Brennan Hall  
**Subject:** Unfortunate Letter of Resignation

Mr. Mayor,

It's with sadness and frustration that I submit my letter of resignation from the Art and Culture Board of Cedar Falls.

Because of my current status of an essential state employee and the long hours we're currently working to manage the state's unemployed insurance claims, I feel that my lack of participation within the board is unfair to the members who are working so incredibly hard to bring a new art center to Cedar Falls.

Kate and I spoke at length about the future and we agreed that my chair could be filled with a citizen of our community that will have the time to contribute and keep things moving forward.

It was a hard choice. I truly enjoyed my time volunteering for our community and I look forward to one day having the time to serve again. Please let me know if there's anything you need from me.

Thank you for all you do for Cedar Falls during this unique time in our history.

Stay safe and Go Navy.

Respectfully,

Jeremy Rosel  
911 Lilac Lane  
Cedar Falls, IA 50613

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**Respectfully,**

**Jeremy L. Rosel, MPP**  
*University of Northern Iowa '15, '17*  
*Black Hawk County VA Commissioner*  
*Kappa Sigma Alumni Advisor*

Mayor Rob Green

City of Cedar Falls

08/09/2020

Mayor Green-

The letter you received from vicechair Andrew Morse on 8-6-2020, was done with my knowledge and concern. Since then, I have been informed from my employer of 38 years that there will be a major change in my work schedule and commitment demands. I therefore will be resigning from the Cedar Falls Human Rights commission effective immediately.

It is possible that in the future I might be able to assist with the Human Rights program. I just cannot put in the effort needed to do the job adequately at this time.

You came to my office to meet with a civil rights & community leader, Anna Weems. It was at this meeting, which I greatly appreciated your time, to discuss and be informed of conditions & problems within the Human Rights program in Cedar Falls. The concerns you received from Anna and I, were some of the same included in the August 6<sup>th</sup> letter.

At this meeting we brought forth the points needed to make this Cedar Falls Human Rights program a unit operating as Human Rights laws and EEOC regulations should. These were items of race relations we needed to pass on, which we did.

I see a great opportunity of not only being racially informed by our book selections, but beyond that, our staff should take classes to qualify them to meet the unmet racism that exists in Cedar Falls. Ongoing training is essential for the Human Rights Committee.

Mayor Green, if some citizen files a charge of racial discrimination, the cost could run into the millions of dollars. This will not be just charges against the Human Rights or any other singular section of city government, it would be against the city of Cedar Falls. I suggest that you meet with a select committee made up of other Human Rights directors to hear and see what they are doing and how we can avoid making mistakes. This cannot be ignored.

Remember, it was broadcast 24/7 that Cedar Falls and Waterloo are two of the worst cities in America for blacks to live and work. This has brought attention to our community from people and groups all over Iowa and beyond. They are watching to see what steps we are willing to take to correct the situation.

Mr. Mayor, how can we fix or correct this when we meet as a partial committee (rarely everyone present) and two months of the year we close? This must change. A Human Rights Director is needed to drive a program and agenda that will complement the city of Cedar Falls and its administration.

As chairperson I planned to ask other Human Rights committees to come to a unity meeting and tell us how we can achieve our goals. We could ask other committees the benefits of having a Human Rights Director. I know that you are planning to hire a Human Relations Director, but I feel we need a director

that is more focused on the civil rights issues that plague our city today. How far away are we from having protests and unrest on our doorstep? We need as much training for our committee members as possible for them to give you and your administration advice and procedures to deal with this situation proactively.

We must have reconciliation amongst people of different perspectives. This will put us on the path of progress, and it will help you in solving human relations problems rather than avoiding and procrastinating them as other administrations have done in the past.

All over America, big and small communities hire Human Rights Directors. This will help to make you successful. The city council and the Human Rights committee cannot be the director. You have inherited 50 years of ignoring these problems. A director is your way of ensuring human rights focus and success.

In closing, the bible speaks of "God gives us rest". The people and citizens of Cedar Falls need human rights leadership. There are qualified people from across Iowa that are willing to help you get started. Just because you inherited this problem does not excuse the fact that something needs to be done. I stand with you to approve a director so that this city can move forward.

I am resigning but I am willing to pass on to the Human Rights staff all materials and information that Anna and I have accumulated to avoid EEOC charges. We can achieve our goals if you follow the path of other communities that have had similar problems and hire the right person as a Human Rights Director. This is the way forward for Cedar Falls that I highly recommend. If I can be of service to you and the City of Cedar Falls in anyway, please do not hesitate in contacting me. I will do whatever I can.

I wish you success in all that you do.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jeff Zaputil', with a long, sweeping horizontal line extending to the right from the top of the signature.

Jeff Zaputil

## Jacque Danielsen

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**From:** Jacque Danielsen  
**Sent:** Wednesday, August 05, 2020 1:27 PM  
**To:** CCMeetings  
**Subject:** FW: LETTER OF RESIGNATION

-----Original Message-----

From: Bruce Verink  
Sent: Wednesday, August 05, 2020 11:44 AM  
To: Jacque Danielsen  
Subject: FW: LETTER OF RESIGNATION

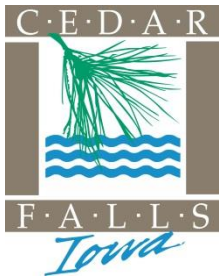
-----Original Message-----

From: Marvin Mattfeld [<mailto:marvmattfeld@cfu.net>]  
Sent: Tuesday, August 04, 2020 6:37 PM  
To: Rob Green; Bruce Verink  
Subject: LETTER OF RESIGNATION

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.

DEAR ROB, PLEASE ACCEPT THIS AS MY LETTER OF RESIGNATION FROM THE CEDAR FALLS  
PARKS AND RECREATION COMMISSION. DUE TO HEALTH CONSIDERATIONS I AM NOT ABLE TO CONTINUE WITH THIS  
RESPONSIBILITY. I AM GRATEFUL FOR THE OPPORTUNITY GIVEN ME TO SERVE MY COMMUNITY FOR THE PAST SEVERAL  
YEARS

WITH kindest regards ,MARVIN R. MATTFELD



**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

**TO:** City Council

**FROM:** Mayor Robert M. Green *Robert Green*

**DATE:** August 4, 2020

**SUBJECT:** Nomination of Ms. Chelsey Bowermaster for Health Trust Fund Board Board Appointment

**REF:** (a) Code of Ordinances, City of Cedar Falls §2-364

1. In accordance with the candidacy and qualification requirements of reference (a), I nominate Ms. Chelsey Bowermaster for appointment to the Health Trust Fund Board to complete the remainder of a six-year term expiring December 31, 2020.
2. Ms. Bowermaster’s General Application and Candidate Questionnaire are attached for your review; please let me know if you have any additional questions.

Encl: (1) Ms. Chelsey Bowermaster – General Application and Candidate Questionnaire

Xc: City Administrator  
Director of Finance and Business Operations

#

## CITY OF CEDAR FALLS, IOWA

**APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS**

The City of Cedar Falls appreciates your interest in serving the community and welcomes your application. Please complete all sections of this application. If you have any questions, please contact City Hall at (319) 273-8600. The City of Cedar Falls is committed to providing equal opportunity for citizen involvement.

Name: Chelsey R. Bowermaster Gender: F Date: 3/11/2019  
 First MI Last

Home Address: 4111 Tiffany Lane, Cedar Falls, IA 50613 Phone: 309-224-2473

Work Address: 669 South Hackett Road, Waterloo, IA 50613 Phone: 319-233-3531

Email Address: cbowermaster@blackhawkymca.org Cell: 309-224-2473

Employer: Family YMCA of Black Hawk County Position/Occupation: Director of Healthy Living

If Cedar Falls resident, length of residency: 3 years Ward: 2, Pct 1

**NOMINEE FOR:** Health Trust Fund Board/Commission

**COMMUNITY INVOLVEMENT:** Please describe your present and past community involvement including voluntary, social, city, church, school, business and professional that are applicable. (Include dates of involvement, and any offices or leadership positions held.)

In 2016, our family moved to Cedar Falls for my husband's job with the University of Northern Iowa. We are members of Trinity Bible Church, Cedar Falls; the YMCA of Black Hawk County, Waterloo, and active members of the Cedar Falls School system. One of my current professional accomplishments in the Cedar Valley is initiating and leading the Wellness and Disease Prevention Committee in collaboration with the Black Hawk County Health Department and other community entities who are actively working in disease prevention. I have served as Treasurer of the Illinois Alliance (2014) for Physical Directors and was named 2014 Physical Director of the Year for the YMCA's Alliance in the state of Illinois. I am passionate about a healthier Iowa through quality healthcare and positive individual outcomes with community support.

**SPECIAL QUALIFICATIONS:** Please list any special qualifications for serving on a board, including skills, training, licenses and certificates that are applicable.

I have a dual Bachelor's Degree from the University of Iowa in Integrative Physiology and Global Health studies. As an active church member and leader in community wellness initiatives, I have provided agendas for the board of directors of the YMCA and am a volunteer for Girls on the Run of Eastern Iowa board of directors. A believer in education, I have maintained my ACSM-Exercise Specialist certification and am working toward more volunteerism and community connection. Connection and communication skills are so critical in our face-paced world, and I study ways to become more effective in these capacities regularly. I have strong communication and computer skills. Finally, I have chaired more than 5 annual campaigns through the YMCA.



including a \$2.3 capital campaign to expand and touch the lives of more than 10,000 individuals in the Quad Cities.

List reasons why you would like to be appointed and what contributions you believe you can make.

Personally, family has a deep belief in philanthropy, and we personally give back to community organizations each year in order to provide optimal outcomes for the place we live. We LOVE the Cedar Falls community, and would be honored to serve Sartori hospital and our community through this role. With a background strong in development skills, I have reviewed several grant applications through working for Unity Point Clinic in Moline, IL. If further recommendation is needed, I can provide letters of recommendation from my current and previous CEOs and community members.

Are you aware of any conflict of interest, or potential conflict of interest, that may prevent you from carrying out your responsibilities on this Board/Commission in the best interest of the City of Cedar Falls? If so, please describe.

I have no conflicts of interest; rather, I would like to help lead in this unique capacity to help award organizations in our community for best outcomes.

**Please mail completed application to:** City of Cedar Falls, Boards & Commissions, 220 Clay Street, Cedar Falls, IA 50613 or email to [boards@cedarfalls.com](mailto:boards@cedarfalls.com).

**City of Cedar Falls**

**HEALTH TRUST FUND BOARD**

Nominee's Questionnaire

1. What interested you in becoming a Health Trust Fund Board member?

My husband and I have several friends in the community who mentioned this opportunity to serve. In thoughtfully considering ways through which I can serve, give back and be more engaged in the community we live and love, this opportunity presented itself and is in an area of focus that I am so passionate about.

2. What is your knowledge of health services provided in the community?

Through the Wellness and Disease Prevention Committee of the Cedar Valley, I have extensive knowledge of the major health systems, free clinics, prevention care and upcoming opportunities. As a professional in the wellness industry, I have several community connections that help keep me apprised of current information and services.

3. One of the tasks that the Health Trust Board performs is to review applications from health providers. What is your experience in reviewing grant applications?

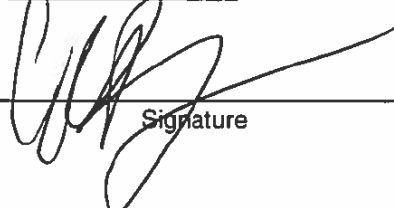
As a seasoned professional in the wellness industry, I have reviewed several grant applications through my time at Unity Point Clinic in Moline, Illinois. I have also written countless applications, and understand the process in place for both sides.

4. The Health Trust Fund Board continues to discuss and review the definition of health care providers in the community. What is your view in how fitness programs, exercise facilities, etc. fit into the definition of health?

One of the initial reasons I started the Wellness and Disease Prevention Committee was to better define individual outcomes to health. As community organizations work together to provide BEST outcomes, our community members have better quality of life and better connection to their providers. Prevention has to be part of what we do—both as medical facilities and through fitness facilities. I have been working with the CDC for the last 10 years in various capacities to transform health outcomes in my communities. One of the leading ways we are able to achieve this LARGE task is by connecting well with those who we serve and supporting our health care systems.

5. What are your views on the importance of Sartori Hospital to the community of Cedar Falls?

My family, personally, has benefited from Sartori Hospital on multiple occasions- ER to PCP. I believe our community thrives on the services that are provided so closely in proximity. I also believe the University, faculty, staff and students, benefit from having Sartori services in our Cedar Falls Community.

  
\_\_\_\_\_  
Signature

3/11/2019  
\_\_\_\_\_  
Date



# HEALTH TRUST FUND BOARD CANDIDATE QUESTIONNAIRE

Item 5.

Name: Chelsey Bowermaster

Date: 7/15/2020

Can you attend board meetings quarterly on 2<sup>nd</sup> Thursdays at 7:30am at City Hall?  Yes  No

**1. Why are you interested in becoming a Health Trust Fund Board member?**

The Health Trust Fund Board aligns with my areas of interests and specialization in healthy living and optimizing healthier outcomes for our community. This opportunity will enable me to serve as a leader with Mercy One and give back to the Cedar Valley through service.

**2. What health services would you like to see expanded in the Cedar Valley?**

Our community could strongly benefit from strengthened partnerships through health and support of our medical centers that are established in Cedar Falls. I would like to see more preventative healthcare support, adult obesity and childhood obesity prioritized and expansion of mental health services.

**3. This Board reviews grant applications from health care providers. What is your background and experience in grant application review?**

As a seasoned professional in the wellness industry, I have reviewed several grant applications through my work at Unity Point Clinic in Moline, IL. I have also written countless applications while working for a non-profit and understand the process and demand for both parties.

**4. This Board deliberates on the definition of health care providers in the community. How do fitness programs, exercise facilities and similar services fit into your definition of health care?**

In the Cedar Valley, I chair a Wellness and Disease Prevention Committee to better define individual outcomes to health - and the social determinants of health. As community organizations work together to prove BEST outcomes, our community has better outcomes for quality of life and better connection to their providers. Prevention starts at exercise facilities and through excellent primary care. I define quality health care as the ability to treat each patient while providing the care the patient needs when the patient needs it, in an affordable, safe, effective manner. Bridging the gap between connection and care are ways I believe fitness and exercise facilities can help providers reduce recurrence and readmission. Working united is win/win.

**5. How is Mercy One – Cedar Falls Medical Center important to the Cedar Falls community?**

Our family has personally benefited from having Mercy One- Cedar Falls as a close proximity care option - both for ER and PCP, and it was a huge benefit for our family while choosing where we would live in the Cedar Valley. Our community thrives on services provided through this valuable resource, and I'm proud to have Mercy One - Cedar Falls Medical Center as part of our small community.

**6. Please list your organizational and relational connections which might pose potentials conflict of interest for items under consideration by the Health Trust Fund Board.**

I do not have any conflicts of interest, other than my close family friend, Celeste Pembroke, is an ER nurse on staff.

---

**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

## COMMITTEE OF THE WHOLE

City Hall – Council Chambers

August 3, 2020

The Committee of the Whole met at City Hall via teleconference at 6:15 p.m. on August 3, 2020, with the following Committee persons in attendance: Mayor Robert M. Green, Frank Darrah, Simon Harding, Daryl Kruse, Mark Miller, Dave Sires, and Nick Taiber. Susan deBuhr was absent. Staff members attended from all City Departments, as well as members of the community teleconferenced in.

The Mayor introduced the first item on the agenda Washington Street Reconstruction. Chase Schrage Director of Public Works, stated at the January Committee of the Whole Meeting Council asked for more information and for staff to review the conversion plan of 6<sup>th</sup> to 18<sup>th</sup> Street from 1-way to 2-way and the reconstruction of Washington Street from 6<sup>th</sup> to 8<sup>th</sup> Street. He stated they reviewed the parent and bus drop offs at St. Patrick School/Church at 7<sup>th</sup> Street intersection due to safety concerns. David Wicke City Engineer reviewed the current street configuration. He stated they met several times over the past months with St. Patrick School and Church. He continued to review the new staff recommendation for the corridor from 1-way to 2-way traffic. He explained the bus drop off will be moved to 7<sup>th</sup> Street, and parent drop off will be handled through a slip lane along Washington between 6<sup>th</sup> and 7<sup>th</sup> Streets. There will be a 4-way stop sign at the 7<sup>th</sup> Street intersection. He explained the stop signs will be solar powered LED wrapped lighted signs. Mr. Wicke stated the slip lane and the bus drop off lane will be used on Sunday's for additional parking, estimated at 14 parking stalls. He explained the 2-way traffic flow has an inherent traffic calming effect. He stated in their review they performed traffic counts for both cars and pedestrians. Mr. Wicke said both St. Patrick Church and School have submitted letters in favor of the recommended changes.

Mayor Green opened it up for discussion. Lynnette Hackett with the St. Patrick School said they are open to the changes, and like the parent drop off location and the added parking stalls. She also said Father Colter with the St. Patrick Church is in agreement too. Council asked about the traffic circulation since Washington Street is the last 1-way street in the area. Mr. Schrage stated the traffic circulation is out of balance since State Street was converted to 2-way Street. He also stated the 4-way stop should be a safer crossing, than the previous stop light. Mr. Wicke stated if Washington St. were to remain a 1-way from 6<sup>th</sup> – 8<sup>th</sup> Streets would continue to be problematic for student drop off and pick-up in front of St. Patrick's School. Currently, both lanes are utilized to drop off and pick up student. This creates an unsafe hazard for students having to cross from the western lane across the eastern lane onto the school property. Parents that drop off and pick up from the western lane are double parked and causes an issue for students having to cross lanes under traffic. Furthermore, this also stacks traffic on the north side of the 7<sup>th</sup> Street intersection. Converting to two-way traffic with a dedicated drop off/ pick up along the school on the east side of Washington Street traveling north would essentially eliminate this problem.

Mayor Green opened it up for public comment. Mike Butler 1022 Washington Street agreed with the change to a 2-way street. He says he sees cars traveling at higher

rates of speed than what is posted, cars driving the wrong direction on the 1-way street, and cars making a left turn from the wrong lane. Janet Willett 716 Winters Drive was happy to see the recommendation is very similar to the plan the Lego League submitted to the City Engineer. Mayor Green brought it back for council discussion. Council discussed the loss of +30 parking stalls, a concern that very few residents want the change to a 2-way street, and safety concerns for students. Frank Darrah motioned to approve the Washington Street Reconstruction as presented tonight. Nick Taiber seconded the motion. Motion failed due to a tie vote 3 to 3 (aye- Darrah, Miller, and Taiber; nay – Harding, Kruse, Sires).

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

There being no further, Mayor Green adjourned the meeting at 6:56 p.m.

Minutes by Lisa Roeding, Controller/City Treasurer

# STATE OF IOWA ABSTRACT OF VOTES

## Black Hawk County, Iowa

We, the undersigned Members of the Board of Supervisors and ex-officio County Board of Canvassers for this County, do hereby certify the following to be a true and correct abstract of the votes cast in this County at the Special Cedar Falls City TFV Election held on the 7th day of July, 2020, as shown by the tally lists returned from the several election precincts.

### CEDAR FALLS COUNCILMEMBER AT-LARGE - TFV

#### Black Hawk

Kelly Dunn	Received one thousand eight hundred fifty-two (1852) votes
T.J. Frein	Received one thousand six hundred sixty (1660) votes
Fred Perryman	Received two hundred eighty-eight (288) votes
Penny Popp	Received four hundred sixty-two (462) votes
LeaAnn Saul	Received two thousand two hundred sixty-one (2261) votes
<b>Candidate Total</b>	<b>Six thousand five hundred twenty-three (6523) votes</b>
SCATTERING	Sixteen (16) votes
TOTAL	Six thousand five hundred thirty-nine (6539) votes

No one received a majority of votes, therefore there will be a Runoff Election on the 4th day of August, 2020 between Kelly Dunn and LeaAnn Saul.

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

Done at Waterloo the county seat of Black Hawk County, this 14th day of July, 2020.

(Seal)

\_\_\_\_\_

Chairperson

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Attest: \_\_\_\_\_  
County Auditor and Clerk of the Board of Supervisors

STATE OF IOWA  
ABSTRACT OF VOTES

Black Hawk County, Iowa

We, the undersigned Members of the Board of Supervisors and ex-officio County Board of Canvassers for this County, do hereby certify the following to be a true and correct abstract of the votes cast in this County at the Special Cedar Falls City TFV Runoff Election held on the 4th day of August, 2020, as shown by the tally lists returned from the several election precincts.

**CEDAR FALLS COUNCILMEMBER AT-LARGE - TFV**  
**Black Hawk**

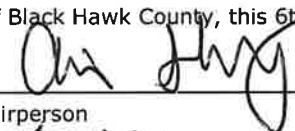
Kelly Dunn	Received three thousand one hundred two (3102) votes
LeaAnn Saul	Received two thousand five hundred six (2506) votes
<b>Candidate Total</b>	<b>Five thousand six hundred eight (5608) votes</b>
SCATTERING	Thirteen (13) votes
TOTAL	Five thousand six hundred twenty-one (5621) votes

**We therefore declare:**

Kelly Dunn duly elected for the office of CEDAR FALLS COUNCILMEMBER AT-LARGE - TFV for the remainder of the 4 year term.

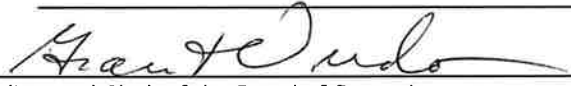
**IN TESTIMONY WHEREOF**, we have hereunto set our hands and caused to be affixed the seal of this county by the Clerk of the Board of Supervisors.

Done at Waterloo the county seat of Black Hawk County, this 6th day of August, 2020.

  
\_\_\_\_\_  
Chairperson

(Seal)   
\_\_\_\_\_

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

Attest:   
\_\_\_\_\_  
County Auditor and Clerk of the Board of Supervisors


**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, Acting Police Chief  
**Date:** August 13, 2020  
**Re:** Beer/Liquor License Applications

---

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

Name of Applicants:

- a) Buffalo Wild Wings, 6406 University Avenue, Class C liquor & outdoor service - renewal.
- b) The Library, 2222 College Street, Class C liquor & outdoor service - renewal.
- c) Whiskey Road Tavern & Grill, 402 Main Street, Class C liquor & outdoor service - renewal.
- d) Fraternal Order of Eagles, 2125 West Lone Tree Road, Class C liquor & outdoor service - temporary expansion of outdoor service area. (August 22, 2020)
- e) Main Street Sweets, 307 Main Street, Class B native wine – new.
- f) The Ragged Edge Art Bar & Gallery, 504 Bluff Street, Class C liquor & outdoor service – new with exceptions. (see attached)





**CEDAR FALLS DEPARTMENT OF PUBLIC SAFETY SERVICES**

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

319-273-8612

**MEMORANDUM**

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**To: Mayor and City Council**  
**From:** Craig Berte, Acting Chief of Police *CBS*  
**Date:** August 12, 2020  
**Re: The Ragged Edge Art Bar and Gallery, LLC**

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Public Safety has reviewed the exemption request from The Ragged Edge Art Bar and Gallery at 504 Bluff Street concerning their outdoor service area and City Ordinances 5-67 (3) and 5-67 (4). Public Safety has no concerns with the addition jeopardizing the health, welfare or safety of the users. We are in agreement that an exemption be granted as requested providing all other applicable City Divisions approve and all city ordinances are followed.

The Ragged Edge Art Bar and Gallery, LLC

504 Bluff St. Cedar Falls

Kendra Wohlert, owner

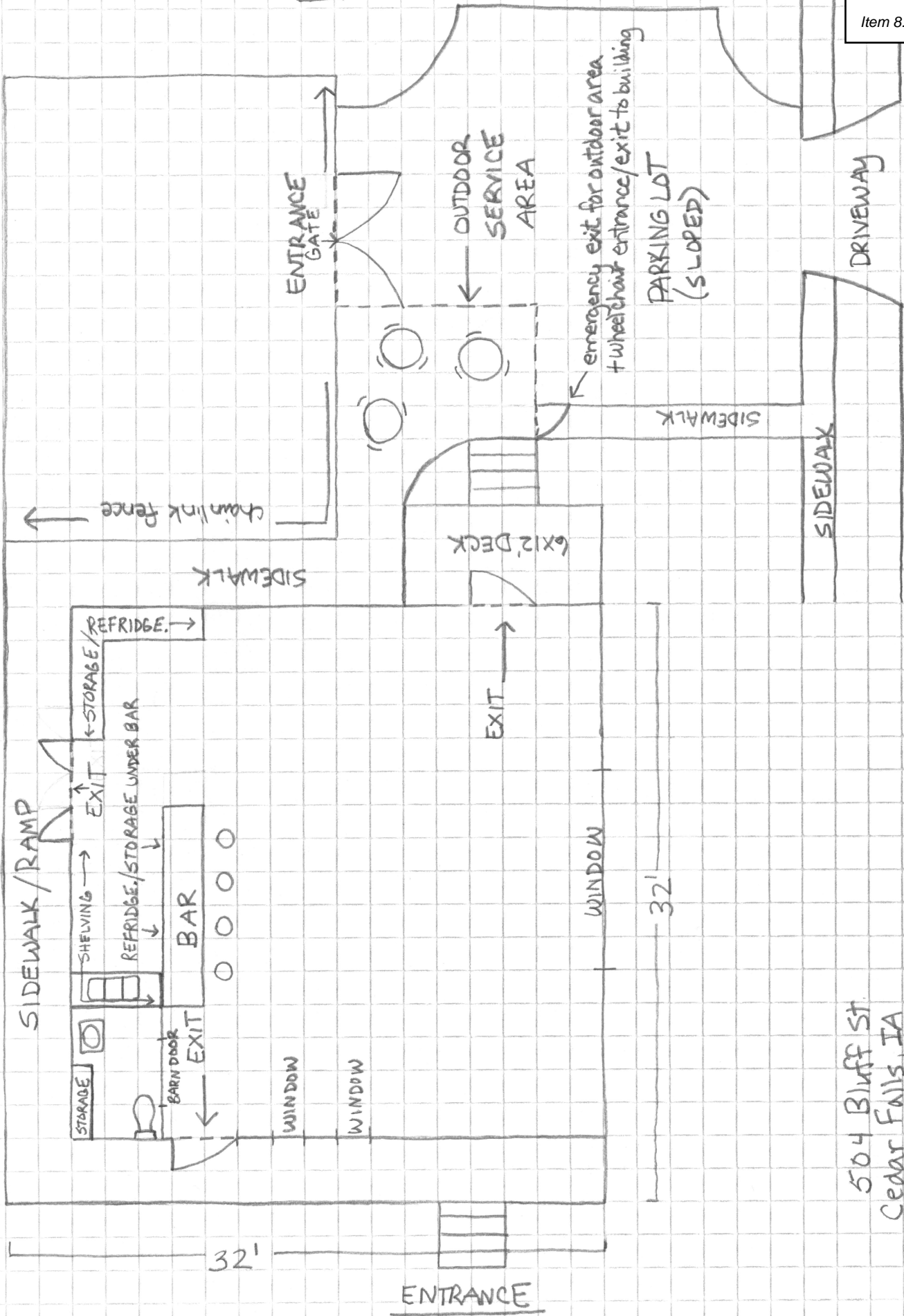
Exemption Requests for the following regulations per Code 2017, Sec. 5-67

(3) Outdoor service areas shall be screened on all sides from public view. Screening shall consist of a fence or other suitable barrier not less than five feet in height and not more than eight feet in height. It shall be of solid construction which will effectively prevent ingress or egress from the premises except by way of an emergency fire exit. Such fire exit shall be required of all outdoor service areas.

*My plan for the fencing will consist of 4X4 wood posts and metal tubes inserted into the poles for fencing at 2' and 4', with 4' being the top of the fence. My plan is to canopy the area with a shade sail that will connect the southwest corner post (which will be 6' high) to the building, and to the chain link fencing rail on the east side.*

(4) An outdoor service area shall not be accessible except from the licensed premises which it adjoins. The required fire exit shall be an emergency exit only.

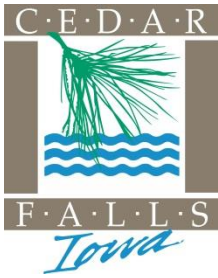
*I am not clear if I need to ask for an exemption here, only stating and asking for approval that my emergency exit off my outdoor space is also my wheelchair access into the building (see sketch). The gate will open toward the street, for emergency flow of traffic.*



Item 8.

504 Bluff St.  
Cedar Falls, IA

SUBMITTED BY Kendra Wohler 8/



**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:** August 6, 2020  
**SUBJECT:** Police Chief Appointment

**REF:** (a) Code of Ordinances, City of Cedar Falls §2-948: Police Chief Appointment  
 (b) Iowa Code §400.13: Chief of police and chief of fire department.

1. After careful consideration, and in accordance with the requirements of references (a) and (b), I am recommending Assistant Chief Craig Berte for appointment as Cedar Falls Police Chief. My decision was reached only after significant deliberation; the top candidates were excellent choices for the position, for very different reasons. Weighing the individual merits of the candidates, I believe that Assistant Chief Berte has the traits best-suited to the current executive needs of the Cedar Falls Police Division. These traits will be especially important in the years ahead as Cedar Falls operates under and evaluates the “consolidated public safety model” for effectiveness and continued use.
2. Specific attributes of Assistant Chief Berte considered very positively include:
  - a. *Fifteen Years of CFPD Police Supervisory Experience.* Assistant Chief Berte has an excellent grasp of current executive demands and challenges within the Cedar Falls Police Division. In recent months, he has ably served as Acting Police Chief under unprecedented demanding conditions. He has managed multiple law enforcement challenges, including carrying out the Governor’s Public Health Emergency Proclamations, adjusting to new public safety demands in light of the pandemic, and fostering safe, orderly and effective racial justice demonstrations and counter-demonstrations.
  - b. *Expansive Local Knowledge and Relationships.* Having joined the Cedar Falls Police Department in 1992, Assistant Chief Berte brings nearly thirty years of local experience to this role. Assistant Chief Berte has developed extensive ties with the regional emergency response and law enforcement community. As expressed during the selection process, these leaders know, trust and respect Assistant Chief Berte. This sentiment was echoed by other civic partners, including executive leaders of College Hill Partnership, Community Main Street, Grow Cedar Valley and others. These relationships are vital to the success of our community, particularly during times of crisis. Moreover, Assistant Chief Berte has experienced much of Cedar Falls’ modern history first-hand, through the lens the Cedar Falls Police. This contextualization of law enforcement challenges will no doubt pay dividends in the years ahead.

- c. *A Focus on Stability Within Police Operations.* The past several years have seen dramatic public safety changes; the establishment of the Cedar Falls Department of Public Safety and the shift from career Police Officers and Firefighters to Public Safety Officers will require time for adjustment – a ‘settling-in period’. The Public Safety Model must be given a fair opportunity to function without drastic new changes, so that a proper evaluation can be made of its merits and validity. For this reason, stability and continuity are in the best interest of the City at this time. Such sentiments were echoed in the Administrator’s and Public Safety Director’s recommendation to me for Assistant Chief Berte’s appointment.
- d. *A Departmental Commitment to Correcting Racial Injustice.* Racial justice concerns have recently reached a boiling point around the country. I have been impressed with Assistant Chief Berte’s thoughtful, respectful and constructive engagement with demonstrators, as well as the Police Division’s proactivity in training against implicit bias. Moreover, I am satisfied that the Cedar Falls Police Division is moving quickly and appropriately to locally address valid national concerns about departmental use of force / response to resistance policies. Finally, I will note that as part of the appointment process, I reached out to the NAACP of Black Hawk County to learn that they had no records or known concerns about Assistant Chief Berte’s engagement with Black residents in our area.
3. As Mayor, I appreciate that no candidate is perfect. The appointment of Assistant Chief Berte to the Police Chief position does present some ‘opportunity costs’. Specifically, I am concerned that hiring internally limits the ability for new ideas, diverse perspectives, and a wide range of experiences to be infused into the organization. Insular thinking is harmful to an organization, and Assistant Chief Berte and I have had very productive discussions for how to ensure new ideas and perspectives are sought out and encouraged during his time as Police Chief. Working together, I am confident that these reasonable and achievable innovations will result in the same positive outcomes that an “external hire” would have brought to the Police Chief position.
  4. Assistant Chief Berte and I have discussed my expectations that he will continually develop as an executive leader, and that he must appreciate the higher order of thinking required of an executive – not just effectively getting things done, but getting the *right* things done. Such professional growth will require that he continually develop his capacity for strategic thinking, that he crafts and communicates a strong vision for the Police Division, and that he marshals resources and support for organizational success. This will require strong mentoring from other law enforcement leaders, continuing post-graduate level education, seeking out of best practices from other organizations.
  5. After an exceptional level of scrutiny and deliberation, I believe Assistant Chief Berte is the best-suited candidate for the Cedar Falls Police Chief position. He has been offered a conditional letter of hire, which will become effective upon council approval of this nomination.
  6. Please contact me if you have concerns regarding the rationale for my recommendation, or any additional questions about this nomination.

Xc: City Administrator  
Director of Public Safety Services

#

~~Jacque Danielsen~~

---

**From:** Rob Green  
**Sent:** Monday, August 10, 2020 2:29 PM  
**To:** Jacque Danielsen  
**Subject:** FW: Craig Berte

**From:** Kenneth A. Lockard [<mailto:ken@lockardonline.com>]  
**Sent:** Sunday, August 9, 2020 4:14 PM  
**To:** Rob Green  
**Subject:** Craig Berte

**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.

Mayor Green

First I want to thank you for your service on city council and now Mayor.

I am asking your consideration to lead counsel for a positive vote for Craig Berte as our police chief.

Craig is an incredible man of integrity and ability. Craig has worked at all levels in our Police Department these last 30 years including acting chief. In addition to this, Craig has served in our Armed Forces in Afghanistan and given the Bronze star in recognition.

Craig attended the University of Northern Iowa, raised his family in Cedar Falls with all children going through CF public schools. Craig is CF's through and through.

Mayor, thanks for your leadership!

Ken

Kenneth A. Lockard  
Chairman  
Lockard Companies   
(319) 277-8000 office  
319-290-5525 cell  
[ken@lockardonline.com](mailto:ken@lockardonline.com)  
[www.lockardonline.com](http://www.lockardonline.com)

**From:** Rob Green  
**Sent:** Monday, August 10, 2020 2:27 PM  
**To:** Jacque Danielsen  
**Subject:** FW: Police Chief

**From:** Gary N Jones [<mailto:gjones@garynjones.com>]  
**Sent:** Monday, August 10, 2020 7:49 AM  
**To:** CF-CityCouncil-DL  
**Cc:** Rob Green  
**Subject:** Police Chief

**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.

Dear Members of the City Council

I am writing in support of Craig Berte being the Police Chief for the City of Cedar Falls. As a former City Attorney I worked with Craig many times over my 10 year stint with the City and found him to be professional, personable and, most of all, always concerned about the citizens of the City of Cedar Falls.

As a business owner in the city I have worked with Craig on several occasions; most recently was the Scott Sterrett Memorial Half Marathon last September which honored one of our long standing reserve officers who died from pancreatic cancer. Again, Craig was incredibly helpful in making sure the race went off without a hitch.

Unfortunately, it seems many in our community are set on cancelling anything or anyone that does not fit their desires, and they do so through cowardly social media attacks. My guess is most, if not all, of the people taking to social media have never met Craig Berte, let alone worked with him. This is not an issue of the PSO program but that issue appears to continue to drive many people, when what should drive each and every one of us is who is the best person to lead the law enforcement efforts in our community and keep the residents and businesses of Cedar Falls safe.

Craig has proven to be a devoted employee of our city for over 30 years, and I hope you will vote to confirm him as Police Chief.

Gary N. Jones J.D., CHC, CHPC  
721 W 1st Street  
Cedar Falls, Iowa 50613  
319-266-3556

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From: PK OHandley [<mailto:pk@waterlooblackhawks.com>]  
Sent: Wednesday, August 12, 2020 7:40 PM  
To: Rob Green  
Subject: Craig Berte

Dear Mayor Green,

My name is P.K. O'Handley and I am the President and Head Coach of the Waterloo Black Hawks Hockey Team, a post I've held for the last 18 years. I'm also a resident of Cedar Falls for the past 14 years.

I write you today from no political agenda nor from any position other than to offer support for Craig Berte for the position of Chief of Police. I've known Craig for 15 years and have been his neighbor on Maryhill Drive for going on 14 years. I'm not a person who weighs in on items like this very often but feel compelled to do so not based on Mr Berte being my neighbor but because I feel he is the right person for the job. He's always professional with me and watching him from across the street interact with neighbors, walkers, kids and adults I see why he's a successful officer. Early on I went to Craig regarding a speeding ticket that one of our players had gotten while driving in Cedar Falls. Wrongly I thought I'd ask Craig if there was "anything" he could do to help him out. His response was simple, and right. Tell your player to slow down so he doesn't put himself in a position to get a ticket. At first I was taken aback and honestly in the moment thought a lot of things. That is until I thought about it. He was right. I was wrong, the player was wrong and Craig showed me what kind of police officer he was.

I've watched Craig abs Molly raise their kids from little ones to adults. I've witnessed him help others whenever needed and when they didn't even know. In my eyes he's a good, good man. Honest, hard working, respectful and kind. I'll readily admit that I know very little of anything of police work. I do however think I know something based on 30+ years of doing so, know something about leadership and I believe and know Craig is a leader as evidenced by his military service and awards as well as his police career but more important to me what I've witnessed being his neighbor.

I'm not on any political side and have no desire to be. I'd actually prefer that I stay out of all of it but I do feel strongly that this man will do a terrific job and represent this city and community well and make those on both sides of any political affiliation proud that he's leading our department.

It's my hope you accept this letter to you as one of support for Craig. If you need to share it I understand but my hope if possible you can keep the letter to yourself and the council as my position in the community is one I'd rather not compromise by getting involved in City government.

Thank you for your consideration Mayor Green. If there's ever anything you would need from me you have my contact via email.

Sincerely,  
P.K. O'Handley



----- Forwarded message -----

From: **Bruce Sorensen** <[basor@cfu.net](mailto:basor@cfu.net)>

Date: Thu, Aug 13, 2020 at 11:23 AM

Subject: Craig Berte Appointment

To: <[rgreencf@gmail.com](mailto:rgreencf@gmail.com)>, <[markm@cfu.net](mailto:markm@cfu.net)>, <[susan.debuhr@cedarfalls.com](mailto:susan.debuhr@cedarfalls.com)>, <[kruseoncouncil@aol.com](mailto:kruseoncouncil@aol.com)>, <[simonharding.cf4@gmail.com](mailto:simonharding.cf4@gmail.com)>, <[wfd@cfu.net](mailto:wfd@cfu.net)>, <[citizens4kellydunn@outlook.com](mailto:citizens4kellydunn@outlook.com)>, <[siresforiowa@gmail.com](mailto:siresforiowa@gmail.com)>

Honorable Mayor Rod Green & Council Members:

During my 42 1/2 year employment with the City Of Cedar Falls, I worked with Berte on many occasions. I support his appointment to the Chief of Police position based on those encounters and his dedication to his job and the city. I've know him to be responsive to the community and the citizens that he serves.

I have been shown some of the negative social media that is unjustly blaming him for doing his job...a job he has done well for 30 years.

I would encourage all of you to approve his appointment.

Thank you for your consideration.

Bruce A. Sorensen  
Former Public Works Director  
City of Cedar Falls (Retired 2014)



ROBERT M. GREEN

CITY OF CEDAR FALLS, IOWA  
 220 CLAY STREET  
 CEDAR FALLS, IOWA 50613  
 PHONE: 319-268-5118  
 FAX: 319-268-5126

**MEMORANDUM**  
 Office of the Mayor

**FROM:** Mayor Robert M. Green  
**TO:** City Council  
**DATE:** August 13, 2020  
**SUBJECT:** Request for a Resolution of Support for Ferizaj ‘Sister City’ Partnership  
**REF:** (a) 2025 “Future Forward” Cedar Falls Community-Wide Strategic Plan  
 (b) “Ferizaj” retrieved August 13, 2020 from <https://en.wikipedia.org/wiki/Ferizaj>

1. **Executive Summary.** This memo requests a Council resolution of support for an official “Sister City” partnership with the municipality of Ferizaj in the Republic of Kosovo.
2. **Background.** ‘Sister Cities’ declarations are a common avenue for cities to establish global cultural, economic ties. Cedar Falls has such a relationship with Laibin, China. In reference (a), item 15.b lists the strategy “*Expand high school and college student exchanges and learning opportunities through international ‘sister city’ relationships*” as part of an outcome to lead Iowa in learning and education for all ages. The Republic of Kosovo’s consulate in Des Moines is actively working to facilitate sister cities partnerships between Kosovar and Iowan cities, for mutual benefit. Existing successful partnerships with Kosovar cities exist with Fort Dodge and Newton, among others.
3. **Intent.** If supported by the City Council, the following broad goals would be pursued within this partnership, taking into account available funding and resources:
  - a. *Engagement through arts and culture.* The Cultural Programs Supervisor would take the lead in facilitating cultural awareness between Cedar Falls and Ferizaj. She intends to find best practices from other Iowa cities to develop a course of action.
  - b. *Student exchanges and connections.* In direct support of reference (a), an early focus of this partnership between Ferizaj and Cedar Falls will be to facilitate visitations and exchanges between student residents in our two cities. I would work with service clubs (such as Rotary), area schools, and the University of Northern Iowa to explore opportunities for exchange in the years ahead.
  - c. *Economic development and outreach.* Opportunities may exist for investment and collaboration, for the economic benefit of both communities. These may be pursued by individuals, in compliance with any U.S. State Department regulations.

- d. *Civic goodwill and friendship.* As part of an overall effort to foster ‘citizen diplomacy’, I would work directly with Mayor Agim Aliu to seek out opportunities to show support for a long-lasting Sister City partnership. This may include issuing Proclamations, engaging through social media, or other outreach and educational efforts to promote dialogue between our cities.
- e. *Collaboration with the Iowa National Guard.* Ferizaj is the host city for Camp Bondsteel, a large NATO base in the Republic of Kosovo (see reference (b)). A unique collaborative opportunity exists between the City of Cedar Falls and the Iowa National Guard in long-term engagement with Ferizaj. Iowa National Guard soldiers regularly deploy to Camp Bondsteel, increasing the potential for cross-cultural ties and engagement between Cedar Falls and the local population.

#### 4. **Next Steps.**

- a. *Ferizaj engagement.* With a resolution of support from the Cedar Falls City Council, I will continue working with the city’s Cultural Programs Supervisor, Heather Skeens, to develop a more detailed plan of engagement with the Municipality of Ferizaj to help establish expectations and parameters. I would then present this plan to the City Council through the Council Goal Setting process and the city’s FY22 budget (likely as part of the Hearst Center for the Arts budget) and through grant opportunities from the U.S. State Department and State of Iowa.
  - b. *Other cities.* Because reference (a) notes the community’s desire for multiple international “sister city” relationships, I intend to use this first official partnership with Ferizaj to help establish best practices. Once the Ferzaj relationship is on solid footing, I intend to pursue additional Sister City partnerships with several other similar-sized cities around the world. The Coronavirus Pandemic and economic distress will likely limit opportunities for the foreseeable future, but this does not preclude establishing initial connections and relationships for long-term engagement.
5. Please contact me with any additional questions about this request for a resolution of support for the Sister City Partnership with Ferizaj. I will wait to engage with Ferizaj further until receiving general Council support to pursue this initiative. Thank you very much for your consideration.

Encl: (1) Letter to Agree to a Sister Cities Partnership from Ferizaj Mayor dated August 13, 2020

xc: City Administrator  
Cultural Programs Supervisor

#



REPUBLIKA E KOSOVËS • REPUBLIKA KOSOVA • REPUBLIC OF KOSOVO  
KOMUNA E FERIZAJT • OPŠTINA UROŠEVAC • MUNICIPALITY OF FERIZAJ

<https://kk.rks-gov.net/>



KABINETI KRYETARIT  
MUNICIPAL PRESIDENT  
PREDSJETNIK OPSTINE

Tel/Fax 038/200-46002  
info.ferizaj@rks-gov.net  
Adresa: "Dëshmoret e Kombit", p.n

13 August 2020

Honorable MAYOR ROBERT M. GREEN  
City of Cedar Falls, Iowa 220 Clay Street

### Letter agree to a Sister Cities partnership

Dear Mayor Rob Green,

We are honored by your invitation to establish a sister city between Municipality of Ferizaj from Republic of Kosovo and City of Cedar Falls, Iowa, United States and please allow us to accept your invitation for this partnership.

The Municipality of Ferizaj is located in the south of Kosovo, more precisely on the right side of the Prishtina-Skopje highway, 37 kilometers away from the capital of Kosovo, Prishtina. The Municipality of Ferizaj has 345km, including forty-five (45) surrounding villages. This area has a population of 108,690 inhabitants.

After the Kosovo war in 1999 this city was relatively destroyed. Today, compared to other cities, it is considered the second most developed city after Prishtina in Kosovo and is the market city in Kosovo. According to the 2011 census, the municipality of Ferizaj has 108,610 inhabitants, 51 percent of whom live in 45 villages, while 49 percent live in the city.

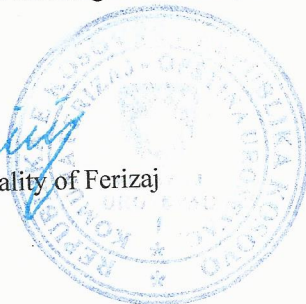
The city of Ferizaj is also the city in which the largest camp of NATO military forces was built, in which the American army is stationed, and for this we are eternally grateful for the help given and we have always been and will always be a friendly city to US Army troops including presence of the soldiers from Iowa National Guard.

We consider that your invitation sent through the Kosovo Consulate in Iowa and the Ministry of Local Government of the Republic of Kosovo is welcome and we are ready to materialize this cooperation in the interest of the both citizens of the our municipalities and nations.

I, as well as the people of the Municipality of Ferizaj in Kosovo, thank you again for your invitation and looking forward to building as soon as possible this strategic partnership between our cities in the near future.

Sincerely,

**Agim Aliu**  
Mayor of the Municipality of Ferizaj  
Republic of Kosovo





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:** Mayor Green and City Council Members  
**FROM:** Lisa Roeding, Controller/City Treasurer  
**DATE:** August 10, 2020  
**SUBJECT:** Depository Resolution

The attached Depository Resolution is adding Denver Savings Bank with a maximum depository limit of \$4,000,000. All other financial institutions will remain unchanged.

If you have any questions regarding this matter, please telephone Finance & Business Operations Director Jennifer Rodenbeck at 268-5108 or myself 268-5105. Thank you.

CC: Jennifer Rodenbeck, Finance & Business Operations Director

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

**RESOLUTION NAMING OFFICIAL DEPOSITORIES  
FOR THE CITY OF CEDAR FALLS, IOWA**

**WHEREAS**, the City Council of the City of Cedar Falls, Iowa, has considered approving the following list of financial institutions to be depositories of the City of Cedar Falls, in conformance with all applicable provisions of the Code of Iowa Chapter 12C (2019), and

**WHEREAS**, the City Council of the City of Cedar Falls, Iowa, deems it in the best interest of the City of Cedar Falls, Iowa, to approve said list of financial institutions,

**NOW THEREFORE**, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the following list of financial institutions to be depositories of the City of Cedar Falls, is hereby approved and designated officials of the City of Cedar Falls are hereby authorized to deposit funds in amounts not to exceed the maximum approved for each respective financial institution as set forth below.

<u>DEPOSITORY NAME</u>	<u>LOCATION OF HOME OFFICE</u>	<u>MAXIMUM UNDER THIS RESOLUTION</u>	<u>MAXIMUM UNDER PRIOR RESOLUTION</u>
BankIowa	Waterloo	\$30,000,000	\$30,000,000
Collins Community Credit Union	Cedar Rapids	40,000,000	40,000,000
Community Bank & Trust	Waterloo	30,000,000	30,000,000
Denver Savings Bank	Denver	4,000,000	0
Farmers State Bank	Waterloo	40,000,000	40,000,000
First National Bank	Cedar Falls	30,000,000	30,000,000
First Security State Bank	Evansdale	3,000,000	3,000,000
Dupaco Community Credit Union	Dubuque	30,000,000	30,000,000
Great Western Bank	Sioux Falls, SD	40,000,000	40,000,000
GreenState Credit Union	North Liberty	30,000,000	30,000,000
Lincoln Savings Bank	Reinbeck	30,000,000	30,000,000
MidWestOne Bank	Iowa City	30,000,000	30,000,000
NXT Bank	Central City	15,000,000	15,000,000
Regions Bank	Birmingham, AL	30,000,000	30,000,000
U.S. Bank N.A.	Des Moines	30,000,000	30,000,000
Veridian Credit Union	Waterloo	30,000,000	30,000,000
Wells Fargo Bank	Des Moines	50,000,000	50,000,000

**ADOPTED** this 17<sup>th</sup> day of August, 2020.

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

**ATTEST:**

\_\_\_\_\_  
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

**INTEROFFICE MEMORANDUM**

Financial Services Division

**TO:** Mayor Green and City Council Members  
**FROM:** Lisa Roeding, Controller/City Treasurer  
**DATE:** August 12, 2020  
**SUBJECT:** Iowa Covid-19 Local Government Relief Fund

As a result of the Covid-19 public health emergency the City of Cedar Falls is eligible to receive a maximum of \$963,401.47 in grant funding, under the Iowa Covid-19 Local Government Relief Fund as part of the Federal Coronavirus Aid, Relief, and Economic Security (CARES) Act for economic relief. In order to receive funding from the State of Iowa, it is required that the Council adopts the attached resolution. The Finance and Business Operations department will submit quarterly reimbursement requests for the City's eligible expenditures in response to the Covid-19 public health emergency.

If you have questions regarding this, please feel free to contact Jennifer or myself.

CC: Jennifer Rodenbeck, Director of Finance & Business Operations

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

**RESOLUTION APPROVING AND AUTHORIZING A REQUEST FOR REIMBURSEMENT FROM THE IOWA COVID-19 GOVERNMENT RELIEF FUND FOR ELIGIBLE COSTS RELATED TO THE COVID-19 PUBLIC HEALTH EMERGENCY FOR THE CITY OF CEDAR FALLS, IOWA**

**WHEREAS**, the United States Congress approved the Coronavirus Aid, Relief, and Economic Security (CARES) Act to provide economic relief related to the COVID-19 pandemic, and

**WHEREAS**, Iowa Governor Kim Reynolds allocated \$100 million of the State of Iowa's CARES Act funding to local governments for direct expenses incurred in response to the COVID-19 emergency, and

**WHEREAS**, local government funding reimbursements may only be used for necessary expenditures incurred due to the COVID-19 pandemic, were not accounted for in the current fiscal year city budget, were incurred during the time period of March 1, 2020 through December 30, 2020, and have not been reimbursed from other sources.

**NOW, THEREFORE**, be it resolved by the City of Cedar Falls, Iowa, that the request for reimbursement in the amount of \$963,401.47 for eligible expenditures incurred in response to the COVID-19 public health emergency is hereby approved and city staff is hereby authorized to submit said request for reimbursement on behalf of the City of Cedar Falls, Iowa.

**ADOPTED** this 17<sup>th</sup> day of August, 2020.

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

**ATTEST:**

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





DEPARTMENT OF FINANCE & BUSINESS  
OPERATIONS

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

**MEMORANDUM**  
Financial Services Division

**TO:** Mayor Green and City Council Members

**FROM:** Paul Kockler, Accountant

**DATE:** August 12, 2020

**SUBJECT:** Delta Dental Benefits Certificates

Attached is the Benefits Certificate from Delta Dental effective 7/1/20 in compliance with current requirements for your approval. The Benefits Certificate summarizes the City's dental benefit plan that is currently in place. City staff recommends your approval.

If you have questions regarding the above or attached, please contact Paul at 268-5101.

Attachment

Cc: Jennifer Rodenbeck, Director of Finance & Business Operations



Item 13.

BENEFITS CERTIFICATE  
DELTA DENTAL OF IOWA

DELTA DENTAL PPO PLUS PREMIER™

CITY OF CEDAR FALLS

Effective Date: 07/01/2020  
Electronic Date: 06/25/2020  
Form Number: PPOCERT-0120

*Item 13.*

# INTERPRETING THIS BENEFITS CERTIFICATE

It is important that you understand all parts of this Benefits Certificate (Certificate) to get the most out of your coverage. To help make the information easier to understand, we use the words *you* and *your* to refer to you and your other eligible Covered Persons who qualify for coverage under this Certificate. *We, us, and our* refer to Delta Dental of Iowa.

We will interpret the provisions of this Certificate and determine the answer to all questions that arise under it. We have the administrative discretion to determine whether you meet our written eligibility requirements, or to interpret any other term in this Certificate. If any benefit in this Certificate is subject to a determination of dental necessity and dental appropriateness, we will make that factual determination. Our interpretations and determinations are final and conclusive.

In this Certificate we sometimes refer to certain laws and regulations. Laws and regulations can and do change from time to time. If you have a question as to how laws and regulations may apply to your coverage please contact your employer or group sponsor.

To administer your benefits properly, there are certain rules you must follow. Different rules appear in different sections of your Certificate. We urge you to become familiar with the entire Certificate.



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# SUMMARY OF BENEFITS AND PAYMENT

The information on this page summarizes your benefits and payment obligations. For a detailed description of specific benefits and benefit limitations, see the **Important Information** and **Benefits** sections of this Certificate.

	PPO	PREMIER / NON-PAR
<b>Deductible*</b>	\$25/\$75	\$50/\$150
<b>Annual Maximum</b>	\$1,000	\$1,000
<b>Orthodontic Lifetime Maximum</b>	\$1,000	\$1,000
<b>Benefit Categories</b>	<b>MEMBER COINSURANCE</b>	
<b>Check-Ups and Teeth Cleaning</b> (Diagnostic and Preventive Services) <ol style="list-style-type: none"> <li>1. Dental Cleaning</li> <li>2. Oral Evaluation</li> <li>3. Fluoride Applications</li> <li>4. X-rays</li> <li>5. Sealant Applications</li> <li>6. Space Maintainers</li> <li>7. Maintenance Therapy</li> </ol>	00%	00%
<b>Cavity Repair and Tooth Extraction</b> (Routine and Restorative Services) <ol style="list-style-type: none"> <li>1. Emergency Treatment</li> <li>2. General Anesthesia/Sedation</li> <li>3. Restoration of Decayed or Fractured Teeth</li> <li>4. Limited Occlusal Adjustment</li> <li>5. Routine Oral Surgery</li> </ol>	10%	20%

\* Deductible for **Benefit Categories: Check-Ups and Teeth Cleaning** and **Straighter Teeth** will be waived for all providers.



PPO

PREMIER / N

<b>Benefit Categories</b>	<b>COINSURANCE</b>	
<b>Root Canals</b> (Endodontic Services) <ol style="list-style-type: none"> <li>1. Apicoectomy</li> <li>2. Direct Pulp Cap</li> <li>3. Pulpotomy</li> <li>4. Retrograde Fillings</li> <li>5. Root Canal Therapy</li> </ol>	50%	50%
<b>Gum and Bone Diseases</b> (Periodontal Services) <ol style="list-style-type: none"> <li>1. Conservative Procedures</li> <li>2. Complex Procedures</li> <li>3. Athletic Mouth Guards</li> </ol>	50%	50%
<b>High Cost Restorations</b> (Cast Restorations) <ol style="list-style-type: none"> <li>1. Cast Restorations               <ol style="list-style-type: none"> <li>a. Crowns</li> <li>b. Inlays</li> <li>c. Onlays</li> <li>d. Posts and Cores</li> </ol> </li> </ol>	50%	50%
<b>Dentures and Bridges</b> (Prosthetics) <ol style="list-style-type: none"> <li>1. Bridges</li> <li>2. Dentures</li> <li>3. Repairs and Adjustments</li> <li>4. Dental Implants</li> </ol>	50%	50%
<b>Straighter Teeth *</b> (Orthodontics)	50%	50%

\* Deductible for **Benefit Categories: Check-Ups and Teeth Cleaning and Straighter Teeth** will be waived for all providers.

# IMPORTANT INFORMATION

Your Delta Dental PPO Plus Premier™ coverage is administered by Delta Dental of Iowa. By encouraging preventive care, this dental program is designed to help contain dental costs. The key component of the Delta Dental PPO Program is our panel of Delta Dental PPO Dentists, hereafter referred to as “PPO Panel Dentists”. You may seek care from almost any dentist you wish. However, there are usually advantages when you receive services from PPO Panel Dentists or Participating Delta Dental Dentists. “Participating Delta Dental Dentists,” in this Certificate, are dentists who participate with Delta Dental of Iowa or their local Delta Dental Member Company’s Premier Program, but do not participate as a PPO Panel Dentist.

Your payment responsibilities are also outlined in this section of your Certificate. How much you pay for Covered Services depends on the benefit category of the service you receive and the dentist you receive services from. It is most often to your financial advantage to receive services from a PPO Panel Dentist or a Participating Delta Dental Dentist.

## WHAT YOU SHOULD KNOW ABOUT PPO PANEL DENTISTS

We have contracting relationships with PPO Panel Dentists throughout the state. Our contracts with PPO Panel Dentists include an applicable fee schedule or the Maximum Plan Allowance. See **Understanding Payment Vocabulary** later in this section. This applicable fee schedule or Maximum Plan Allowance usually results in savings to you. When you receive services from PPO Panel Dentists who participate with Delta Dental of Iowa or any other Delta Dental Member Company, all of the following statements are true:

- PPO Panel Dentists agree to accept their local Delta Dental Member Company’s PPO Schedule, which may result in savings for Covered Services.
- Your deductible or coinsurance responsibility may be *less* for Covered Services you receive from a PPO Panel Dentist than it would be from a Participating Delta Dental Dentist or a nonparticipating dentist.
- PPO Panel Dentists agree to file claims for you.
- We settle claims directly with PPO Panel Dentists. You are responsible for any deductible and coinsurance amounts you may owe. See **Understanding Amounts You Pay to Share Costs** later in this section.
- PPO Panel Dentists agree to handle the notification program for you. See **The Notification Program** section.

- PPO Panel Dentists agree that he or she will only be paid the lesser of (i) his or her billed charge, or (ii) the applicable fee schedule or Delta Dental's Maximum Plan Allowance for Covered Services. **Important:** This does not apply in the situation where a service otherwise qualifying as a Covered Service is provided and Delta Dental does not reimburse any part of such service. In such situation, the PPO Panel Dentist is not limited in the amount of the payment he or she may collect from you. See **Understanding Payment Vocabulary** later in this section.

## WHAT YOU SHOULD KNOW ABOUT PARTICIPATING DELTA DENTAL DENTISTS

We have contracting relationships with Participating Delta Dental Dentists throughout the state. Our contracts with Participating Delta Dental Dentists include payment arrangements based on Delta Dental's applicable fee schedule or the Maximum Plan Allowance. See **Understanding Payment Vocabulary** later in this section. The applicable fee schedule or Maximum Plan Allowance usually results in savings to you. When you receive services from Participating Delta Dental Dentists who participate with Delta Dental of Iowa or a Delta Dental Member Company, all of the following statements are true:

- Participating Delta Dental Dentists agree to accept their local Delta Dental Member Company's payment arrangement, which may result in savings for Covered Services.
- Your deductible or coinsurance responsibility may be *more* for Covered Services you receive from a Participating Delta Dental Dentist who is not a PPO Panel Dentist.
- Participating Delta Dental Dentists agree to file claims for you.
- We settle claims directly with Participating Delta Dental Dentists. You are responsible for any deductible and coinsurance amounts you may owe. See **Understanding Amounts You Pay To Share Costs** later in this section.
- Participating Delta Dental Dentists agree to handle the notification program for you. See **The Notification Program** section.
- Participating Delta Dental Dentists agree that he or she will only be paid the lesser of (i) his or her billed charge, or (ii) the applicable fee schedule or Delta Dental's Maximum Plan Allowance for Covered Services. **Important:** This does not apply in the situation where a service otherwise qualifying as a Covered Service is provided and Delta Dental does not reimburse any part of such service. In such situation, the Delta Dental Dentist is not limited in the amount of the payment he or she may collect from you. See **Understanding Payment Vocabulary** later in this section.

## WHAT YOU SHOULD KNOW ABOUT DENTISTS WHO DO NOT PARTICIPATE WITH DELTA DENTAL

When you receive services from nonparticipating (non-par) dentists, you will not receive any of the advantages that our contracts with PPO Panel Dentists or Participating Delta Dental Dentists offer. As a result, when you receive services from nonparticipating dentists, all of the following statements are true:

- We do not have contracting relationships with nonparticipating dentists and they do not agree to accept their local Delta Dental Member Company's PPO payment arrangement or any other payment arrangement. This means you are responsible for any difference between your nonparticipating dentist's Billed Charge and the Delta Dental nonparticipating dentist fee schedule. See **Understanding Payment Vocabulary** later in this section.
- Nonparticipating dentists are not responsible for filing your claims.
- We settle claims with you, not nonparticipating dentists. However, for Iowa nonparticipating dentists, the payment will be mailed to you but the check may be payable to the nonparticipating dentist. You are responsible for paying your dentist in full, including any Deductible, Member Coinsurance and non-approved charges you may owe. See **Understanding Payment Vocabulary** later in this section.
- Nonparticipating dentists do not agree to handle the notification program for you. See **The Notification Program** section.
- Nonparticipating dentists may charge for "infection control," which includes the costs for services and supplies associated with sterilization procedures. You are responsible for any extra charges billed by a nonparticipating dentist for "infection control." (All dentists are legally required to follow certain guidelines to protect their patients and staff from exposure to infection. However, PPO Panel Dentists and Participating Delta Dental Dentists incorporate these costs into their normal fees and do not charge an additional fee for "infection control.")
- Nonparticipating dentists do not agree that he or she will only be paid the lesser of (i) his or her billed charge, or (ii) the applicable fee schedule or Delta Dental's PPO Schedule for Covered Services, as do PPO Panel Dentists in certain situations. See **Understanding Payment Vocabulary** later in this section.

## QUESTIONS WE ASK WHEN YOU RECEIVE DENTAL CARE

Even though a procedure may appear in a given section such as **Benefits**, you should note that before you are eligible to receive benefits, we first answer all of the following questions:

### Is the Procedure Dentally Necessary?

All of the following must be true for a procedure to be considered dentally necessary:

- The diagnosis is proper; and
- The treatment is necessary to preserve or restore the basic form and function of the tooth or teeth and the health of the gums, bone, and other tissues supporting the teeth.

### Is the Procedure Dentally Appropriate?

All of the following must be true for a procedure to be considered dentally appropriate:

- The treatment is the most appropriate procedure for your individual circumstances; and
- The treatment is consistent with and meets professionally recognized standards of dental care and complies with criteria adopted by us; and
- The treatment is not more costly than alternative procedures that would be equally effective for the treatment or maintenance of your teeth and their supporting structures. **If you receive services which are more costly than those equally effective for the treatment or maintenance of your teeth and supporting structures, you are responsible for paying the difference.**

### Is the Procedure Subject to Contract Limitations?

Contract limitations refer to amounts that are your responsibility based on your contractual obligations with us. Examples of contract limitations include all of the following:

- Amounts for procedures that are not dentally necessary or dentally appropriate.
- Amounts for procedures that are not covered by this Certificate. See **Services Not Covered**.
- Amounts for procedures that have limitations associated with them. For example, teeth cleaning is covered twice per benefit period. More frequent teeth cleaning is not a benefit even if your dentist verifies that it is dentally necessary and dentally appropriate. See **Benefits** for a description of covered procedures and limitations associated with certain procedures.
- Amounts for procedures that have reached contract maximums. See the **Summary of Benefits and Payment** chart at the beginning of this Certificate.
- Any difference between the dentist's billed charge and the applicable fee schedule or the Maximum Plan Allowance. **Please note:** This only applies if you receive services from a nonparticipating dentist or for procedures that are not Covered Services or services from a PPO Panel Dentist or a Participating Delta Dental Dentist that are not reimbursed by Delta Dental to some extent.

- Deductible(s) and Member Coinsurance.

## OUR PAYMENT POLICY

Our policy is to send our payment for treatment after it is completed—not before. For example, we will send our payment for:

- A crown when it is seated.
- A fixed or removable prosthesis when it is inserted.
- A root canal when it is filled.

## UNDERSTANDING PAYMENT VOCABULARY

### Anniversary Date

The Anniversary Date is the renewal date of the contract between your employer or group sponsor and Delta Dental of Iowa.

### Benefit Period

A benefit period is the same as a calendar year. It begins on the day your coverage goes into effect and starts over each January 1. This is true for as long as you have coverage. The benefit period is important for calculating your deductible and benefit period maximum, if applicable.

### Billed Charge

The billed charge is the amount a dentist bills for a specific dental procedure.

### Contract Period Effective Date

Contract Period Effective Date is the first day the dental contract was in effect between your employer or group sponsor and Delta Dental of Iowa.

### Covered Charge

The covered charge is the amount a dentist bills for a dental procedure *that is a covered benefit under your Certificate*.

### Covered Services

Covered Services means dental services allowed as a result of being insured by, or included under a dental plan administered by, Delta Dental (or by a Delta Dental Member Company).

### Delta Dental Member Company

Delta Dental Member Company means a company that is an active member or affiliate member of Delta Dental Plans Association, as defined in the Delta Dental Plans Associations Bylaws.

### **Eligible Covered Person(s)**

Covered Person means any individual eligible for dental benefits under a dental program that is insured or administered by Delta Dental (or by a Delta Dental Member Company). An Eligible Covered Person is an employee or retiree who has met the employer's eligibility requirements and the employee's eligible Spouse and eligible Child(ren).

### **Maximum Plan Allowance**

Maximum Plan Allowance is the amount which Delta Dental establishes as its maximum allowable fee for certain Covered Services provided by dentists who participate in the Delta Dental Premier Program. For services billed by dentists outside of Iowa, the Maximum Plan Allowance is based on information from that state's Delta Dental Member Company.

The Maximum Plan Allowance is established by Delta Dental for dental services contained in the "Current Dental Terminology" published by the American Dental Association from time to time. It is developed from various sources that may include, but are not limited to, contracts with dentists, the simplicity or complexity of the procedure, the Billed Charge for the same procedure by dentists in the same geographic area and with similar training and skills, and a leading economic indicator, such as the Consumer Price Index.

### **PPO Schedule**

The PPO Schedule is a reduced fee schedule for certain Covered Services. Some Participating Delta Dental Dentists, who are other than general practice dentists, will be considered PPO Panel Dentists except that their payment will be based on the lesser of their billed charge or the Maximum Plan Allowance rather than on the PPO Schedule. The Participating Delta Dental Dentists who have agreed to be PPO Panel Dentists will be listed in the Delta Dental of Iowa PPO Panel Dentist Directory.

## **UNDERSTANDING AMOUNTS YOU PAY TO SHARE COSTS**

### **Deductible**

Deductible is the fixed dollar amount you pay for Covered Services for each Covered Person in a benefit period before benefits are available under this Delta Dental Certificate. This amount is shown on the **Summary of Benefits and Payment** chart at the beginning of this Certificate, if applicable. *Please Note:* The family deductible is reached from deductible amounts paid on behalf of any combination of Covered Persons.

## Member Coinsurance

Member Coinsurance is the amount, calculated using a fixed percentage, you pay each time you receive certain Covered Services. These amounts are shown on the **Summary of Benefits and Payment** chart at the beginning of this Certificate.

Member Coinsurance payments begin once you meet any applicable deductible amounts. Coinsurance is calculated off the applicable fee schedule or the Maximum Plan Allowance, as the case may be. In general, the percentage of coinsurance you pay depends on the benefit category of the service you receive and participation status of your dentist.

## Benefit Period Maximum or Annual Maximum

The Benefit Period Maximum or Annual Maximum is the maximum benefit each Covered Person is eligible to receive for certain Covered Services in a Benefit Period. The Benefit Period Maximum is reached from claims settled under this Certificate in a benefit period. This amount is shown on the **Summary of Benefits and Payment** chart at the beginning of this Certificate. *Please Note:* The Benefit Period Maximum is a combined maximum for PPO, Premier, and Non-Participating Providers.

Services received from **Benefit Category: Straighter Teeth** are excluded from your Benefit Period Maximum or Annual Maximum.

## Lifetime Maximum

In a Covered Person's lifetime, total benefits are limited by dollar amount for **Benefit Category: Straighter Teeth - Corrective Orthodontics**. This amount is shown on the **Summary of Benefits and Payment** chart at the beginning of this Certificate.

## Other Payment Responsibilities

In addition to the above, you will be responsible for any charge made by a dentist, even if it is a PPO Panel Dentist or a Participating Delta Dental Dentist, where Delta Dental has not reimbursed to some extent any of the charge because the service is not covered, you have not met any applicable waiting periods or deductibles and/or have exceeded any applicable benefit maximum or frequency limitation.

## HELPING WHEN YOU HAVE QUESTIONS

If you have any questions after reading this Certificate, please call us. For your convenience, we have listed our toll-free number on the back cover of this Certificate



# BENEFITS

Item 13.

## CHECK-UPS AND TEETH CLEANING DIAGNOSTIC AND PREVENTIVE SERVICES

### Dental Cleaning (Prophylaxis)

Removing plaque, tartar (calculus), and stain from teeth.

*Limitation:* Routine dental cleaning is a benefit only twice per benefit period.

### Oral Evaluations

Oral evaluations include all types of dental examinations including preventive examinations, comprehensive examinations, consultations, and problem focused evaluations.

*Limitation:* These evaluations/examinations are a benefit twice per benefit period.

### Topical Fluoride Applications

Professionally administered procedure in which the dental surfaces are coated with a fluoride solution or gel to discourage decay.

*Limitation:* Topical fluoride is a benefit for eligible children under age 19 only once every 12 consecutive months.

### X-Rays:

#### Bitewing X-Rays

Bitewing is an x-ray that shows the crowns of the upper and lower teeth simultaneously and that is held in place by a tab between the teeth.

*Limitation:* Bitewing x-rays are a benefit only once every 12 consecutive months.

#### Full-Mouth X-Rays

Full-mouth x-rays include a combination of individual x-rays such as periapical, bitewing or occlusal taken by a dentist on the same service date.

A panoramic x-ray is a benefit if full-mouth x-rays have not been performed within 5 consecutive years of the panoramic x-ray.

*Limitation:* Full-mouth or panoramic x-rays are a benefit only once every 5 consecutive years.

### **Occlusal X-Rays**

Occlusal x-rays capture all the upper and lower teeth in one image while the film rests on the biting surface of the teeth.

*Limitation:* These x-rays are a benefit only once every 12 consecutive months.

### **Periapical X-Rays**

A radiographic image of a tooth, or limited number of teeth, that includes the crown and root portions.

### **Sealant/Preventive Resin Applications**

Filling decay-prone areas of the chewing surface of molars.

*Limitation:* Sealant/Preventive Resin applications are a benefit once per permanent first and second molars for eligible children under age 15.

*Sealants and Preventive Resins for primary teeth, wisdom teeth, or teeth that have already been treated with a restoration are not a benefit.*

### **Space Maintainers for Missing Back Teeth**

Space maintainers are passive appliances designed to prevent tooth movement.

*Limitation:* Space maintainers are a benefit only for eligible children under age 15.

### **Periodontal Maintenance Therapy**

Includes various maintenance services such as pocket depth measurements, dental cleaning (oral prophylaxis), removal of stain, and root planing and scaling.

*Limitation:* This procedure may follow conservative or complex periodontal therapy. When this procedure immediately follows complex or conservative periodontal therapy, benefits are available up to four times in the first benefit period and twice per benefit period thereafter. **This procedure replaces the dental cleaning benefit (prophylaxis) described under Check-Ups and Teeth Cleaning earlier in this section.**

## **CAVITY REPAIR AND TOOTH EXTRACTIONS ROUTINE AND RESTORATIVE SERVICES**

### **Emergency Treatment (Palliative Treatment)**

Treatment to relieve pain or infection of dental origin.

### **General Anesthesia/Sedation**

*Limitation:* General anesthesia and intravenous sedation are benefits only when provided in conjunction with covered oral surgery and when billed by the operating dentist.

### **Restoration of Decayed or Fractured Teeth**

Pre-formed or stainless steel restorations and restorations such as silver (amalgam) fillings, and tooth-colored (composite) fillings.

*Limitation:* **If you choose a tooth-colored filling to restore back (posterior) teeth, benefits are limited to the amount paid for a silver filling. You are responsible for paying the difference.**

*Limitation:* Restorations are a benefit once every 24 months per tooth.

### **Limited Occlusal Adjustment**

Reshaping the biting surfaces of one or more teeth.

*Limitation:* Limited Occlusal Adjustment is a benefit only twice every 12 consecutive months.

### **Routine Oral Surgery**

Including removal of teeth, and other surgical services to the teeth or immediate surrounding hard and soft tissues that are being performed due to disease, pathology, or dysfunction of dental origin.

### **Alveoloplasty**

Surgical procedure for recontouring supporting bone, sometimes in preparation for a prosthesis.

## **ROOT CANALS ENDODONTIC SERVICES**

### **Apicoectomy/Periradicular Surgery**

Surgery to repair a damaged root as part of root canal therapy or to correct a previous root canal.

### **Direct Pulp Cap**

Covering exposed pulp with a dressing or cement to protect it and promote healing and repair.

## Pulpotomy

Removing the coronal portion of the pulp as part of root canal therapy. When performed on a baby (primary) tooth, pulpotomy is the only procedure required for root canal therapy.

## Retrograde Fillings

Sealing the root canal by preparing and filling it from the root end of the tooth.

## Root Canal Therapy

Treating an infected or injured pulp to retain tooth function. This procedure generally involves removal of the pulp and replacement with an inert filling material.

## GUM AND BONE DISEASES PERIODONTAL SERVICES

**Please note:** Certain Procedures in this category should receive our review **before** they are performed. See **The Notification Program** section.

### Full Mouth Debridement

*Limitation:* Full mouth debridement is a benefit once in a lifetime after 36 months have elapsed since last dental cleaning (prophylaxis).

### Conservative Periodontal Procedures (Root Planing and Scaling)

Removing contaminants such as bacterial plaque and tartar (calculus) from a tooth root to prevent or treat disease of the gum tissues and bone which support it.

*Limitation:* Conservative periodontal procedures are a benefit only once every 24 consecutive months for each quadrant of the mouth.

### Complex Periodontal Procedures

Various surgical interventions designed to repair and regenerate gum and bone tissues that support the teeth.

*Limitation:* Complex periodontal procedures are a benefit only once every 36 consecutive months for each tooth or quadrant of the mouth for natural teeth only.

**Note:** A quadrant is one of the four equal sections of the mouth into which the jaws can be divided and represents four or more contiguous teeth or bounded teeth spaces.

## Athletic Mouth Guard

An athletic mouth guard is an intraoral device worn during participation in contact sports to reduce the potential for injury to the teeth and associated tissue.

*Limitation:* An athletic mouth guard is a benefit for all eligible Covered Persons under age 19 once every 24 consecutive months.

## HIGH COST RESTORATIONS

### CAST RESTORATIONS

**Please note:** Certain Procedures in this category should receive our review **before** they are performed. See **The Notification Program** section.

Procedures in this category are a benefit once every 5 consecutive years beginning from the date the cast restoration is cemented in place.

### Cast Restorations for Complicated Tooth Decay or Fracture

Restoring a tooth with a cast filling (including local anesthesia) when the tooth cannot be restored with a silver (amalgam) or tooth-colored (composite) filling.

### Crowns

Restoring form and function by covering and replacing the visible part of the tooth with a precious metal, porcelain-fused-to-metal, or porcelain crown. Crowns placed for the primary purpose of periodontal splinting, cosmetics, altering vertical dimension, restoring your bite (occlusion), or restoring a tooth due to attrition, abrasion, erosion, and abfraction are not a benefit. *Limitation:* Crowns are a benefit only if the tooth cannot be restored with a routine filling.

### Inlays

Restoring a tooth with a cast metallic or porcelain filling.

*Limitation:* **Inlay benefits are limited to the amount paid for a silver (amalgam) filling.** See *Restoration of Decayed or Fractured Teeth*, described under Cavity Repair and Tooth Extractions earlier in this section.

### Onlays

Replacing one or more missing or damaged biting cusps of a tooth with a cast restoration.

### Posts and Cores

Preparing a tooth for a cast restoration after a root canal when there is insufficient strength and retention.

### **Recementation of Cast Restorations**

Recementation of an inlay, onlay, or crown that has become loose.

*Limitation:* Benefits are limited to once every 12 consecutive months after 6 months have elapsed since initial placement.

## **DENTURES AND BRIDGES PROSTHETICS**

*Please note:* Certain Procedures in this category should receive our review **before** they are performed. See **The Notification Program** section.

*Please note:* Dentures, bridges, and dental implants (prosthetics) are a benefit once every 5 consecutive years.

### **Bridges**

Replacing missing permanent teeth with a dental prosthesis that is cemented in place and can only be removed by a dentist. Also covered are bridge repairs.

### **Dentures (Complete and Partial)**

Replacing missing permanent teeth with a dental prosthesis that is removable. Denture repair and relining are also covered.

### **Dental Implants**

Dental implants which are surgically placed in the jaw bone, including attachment of devices to a surgically placed implant in the jaw.

### **Denture Adjustments**

*Limitation:* Denture Adjustments will be limited to two per denture per benefit period after 6 months have elapsed since initial placement.

### **Tissue Conditioning**

*Limitation:* Tissue conditioning will be limited to two per denture every 36 consecutive months.

## **STRAIGHTER TEETH CORRECTIVE ORTHODONTICS**

Corrective Orthodontics services are orthodontic procedures, or directly associated procedures, that move teeth to correct an abnormal dental relationship between and among teeth.

**Benefits received for Corrective Orthodontics apply to the Lifetime Maximum.**

*Limitation:* Corrective Orthodontic services for proper alignment of teeth are a benefit only for eligible children who are under age 19.

When an orthodontic treatment plan is established, Delta Dental of Iowa will calculate an initial payment at the time the banding takes place. The balance of the allowed fee will then be divided into payments over the course of treatment, providing coverage still exists.

If orthodontic treatment is stopped for any reason before it is completed, Delta Dental of Iowa will pay only for Covered Services and supplies actually received.

No benefits are available for charges made after treatment stops or after the termination of coverage.

Delta Dental of Iowa payment for treatment in progress extends only to the months of treatment received while covered under the plan. Delta Dental of Iowa will determine the months eligible for coverage.

### **Diagnostic Cast**

Diagnostic cast is a replica of the teeth and tissues made from an impression; also called a study model.

*Limitation:* Diagnostic cast is a benefit only in conjunction with orthodontic treatment.

# SERVICES NOT COVERED

This Delta Dental Certificate *does not* provide benefits for dental treatment listed in this section. **Please note:** Even if the treatment is not specifically listed as an exclusion, it may not be covered under this Certificate. Call us if you are unsure if a certain service is covered. For your convenience, we have listed our toll-free number on the back cover of this Certificate.

## **CERTIFICATE EXCLUSIONS**

### **Anesthesia or Analgesia**

You are not covered for local anesthesia or nitrous oxide (relative analgesia) when billed separately from the related procedure.

### **Broken Appointments**

You are not covered for any fees charged by your dental office because of broken appointments.

### **Certificate Termination**

Whether or not we have approved a treatment plan, you are not covered for treatment received after the coverage termination date of this Certificate.

### **Complete Occlusal Adjustment**

You are not covered for services or supplies used for revision or alteration of the functional relationships between upper and lower teeth.

### **Complications of a Non-Covered Procedure**

You are not covered for complications of a non-covered procedure.

### **Congenital Deformities**

You are not covered for services or supplies to correct congenital deformities, such as a cleft palate.

### **Controlled Release Device**

You are not covered for services or supplies used for the controlled release of therapeutic agents into diseased crevices around your teeth.



**Cosmetic in Nature**

You are not covered for services or supplies which have the primary purpose of improving the appearance of your teeth, rather than restoring or improving dental form or function.

**Desensitizing Medicament or Resin**

You are not covered for the application of desensitizing medicament or resin for cervical and/or root surface sensitivity either on a per tooth or per visit basis.

**Drugs**

You are not covered for prescription, non-prescription drugs, medicines or therapeutic drug injections.

**Effective Date**

You are not covered for services or supplies received before the effective date of coverage under this Certificate.

**Experimental or Investigative**

You are not covered for services or supplies that are considered experimental, investigative or have a poor prognosis. Peer reviewed outcomes data from clinical trials, Food and Drug Administration regulatory status, and established governmental and professional guidelines will be used in this determination.

**Extraoral X-Rays**

You are not covered for extraoral x-rays.

**Government Programs**

You are not covered for services or supplies when you are entitled to claim benefits from governmental programs (except Medicaid).

**Guided Tissue Regeneration**

You are not covered for services or supplies to encourage regeneration of lost periodontal structures.

**Incomplete Services**

You are not covered for dental services that have not been completed.

**Indirect Pulp Caps**

You are not covered for indirect pulp caps.

**Infection Control**

You are not covered for *separate* charges for “*infection control*,” which includes the costs for services and supplies associated with sterilization procedures. Delta Dental Dentists incorporate these costs into their normal fees and will not charge an additional fee for “*infection control*.”

**Lost or Stolen Appliances**

You are not covered for services or supplies required to replace lost or stolen dental appliances.

**Medical Services or Supplies**

You are not covered for services or supplies which are medical in nature, including dental services performed in a hospital, treatment of fractures and dislocations, treatment of cysts and malignancies, and accidental injuries.

**Military Service**

You are not covered for services or supplies which are required to treat an illness or injury received while you are on active status in the military services.

**Payment Responsibility**

You are not covered for services or supplies when someone else has the legal obligation to pay for your care, and when, in the absence of this Certificate, you would not be charged.

**Periodontal Appliances**

You are not covered for services or supplies for periodontal appliances (bite guards) to reduce bite (occlusal) trauma due to tooth grinding or jaw clenching.

**Periodontal Splinting**

You are not covered for services or supplies used for the primary purpose of reducing tooth mobility, including crown-type restorations.

**Plaque Control Programs, Oral Hygiene Instructions, and Dietary Instructions**

You are not covered for services or supplies used for plaque control, oral hygiene, and/or dietary instructions.

**Provisional Crowns, Bridges or Dentures**

You are not covered for services or supplies for provisional crowns, bridges or dentures.

**Repair, Replacement or Duplication of Orthodontic Appliances**

You are not covered for services or supplies required to repair, replace or duplicate any orthodontic appliance.

**Services Not Reimbursed to Some Extent by Delta Dental**

You are not covered for any service that otherwise would qualify as Covered Service but which Delta Dental does not reimburse to some extent. This may include services not reimbursed because of applicable deductibles, copayments, coinsurance, benefit maximums, waiting periods, and frequency limitations.

**Services Provided in Other Than Office Setting**

You are not covered for services provided in other than a dental office setting.

**Specialized Services**

You are not covered for specialized, personalized, elective materials and techniques or technology which are not reasonably necessary for the diagnosis or treatment of dental disease or dysfunction. Specialized services represent enhancements to other services and are considered optional.

**Straighter Teeth - Corrective Orthodontics**

An Eligible Covered Person, who is age 19 or older is not covered for Corrective Orthodontics.

**Temporary or Interim Procedures**

You are not covered for temporary or interim procedures.

**Temporomandibular Joint Dysfunction (TMD)**

You are not covered for expenses incurred for diagnostic x-rays, appliances, restorations or surgery in connection with Temporomandibular Joint Dysfunction (TMD) or myofunctional therapy.

**Treatment By Other Than A Licensed Dentist**

You are not covered for services or treatment performed by anyone other than a licensed dentist or his or her employees. Covered Services provided in states where other types of dental providers can practice independently are allowed.

**Treatment in Progress**

You may not be covered for services or supplies related to treatment which began prior to the effective date of this policy.

**Unerupted Teeth**

You are not covered for the prophylactic removal of unerupted teeth (asymptomatic and nonpathological). This means we will not pay for the removal of any tooth that is not visible and not causing harm.

**Workers' Compensation**

You are not covered for services or supplies that are or could have been compensated under Workers' Compensation laws, including services or supplies applied toward satisfaction of any deductible under your employer's Workers' Compensation coverage.

# THE NOTIFICATION PROGRAM

This section explains the notification program you or your dentist should follow before you receive certain benefits available under this Certificate. This program is the checks and balances of your dental coverage. It helps:

- Determine that services are dentally necessary and dentally appropriate;
- Confirm the benefits of your Certificate.

## THE APPROVAL

The purpose of the notification program is to help control the cost of your benefits — not to keep you from receiving dentally necessary and dentally appropriate treatment. Our review is based on the treatment plan submitted by your dentist.

You should notify us before you receive the following benefits:

- Complex Periodontal Surgery
- High Cost Restorations including Crowns, Onlays, and Bridge
- Dental Implants

**You should also notify us before you receive treatment from any benefit category that will exceed \$300.**

Our review is based on the treatment plan submitted by your dentist.

## THE TREATMENT PLAN

A treatment plan describes the treatment your dentist has recommended for you and helps us determine if the procedure is a benefit of your Certificate as well as dentally necessary and dentally appropriate.

### When to Submit a Treatment Plan

You will need to file a treatment plan only if your dentist is nonparticipating —PPO Panel Dentists and Participating Delta Dental Dentists agree to file for you.

A complete treatment plan includes the plan of treatment and x-rays. Please send the x-rays within 15 working days of receipt of the proposed treatment plan.

## Where to Send a Treatment Plan

Submit the proposed treatment plan, along with x-rays and supporting information to:

*Delta Dental of Iowa  
P.O. Box 9000  
Johnston, IA 50131-9000*

## THE TREATMENT PLAN REVIEW

Once we receive the treatment plan and proper documentation, we will let you and your dentist know if the treatment plan is approved within 15 working days. We will take one of the following three actions when we receive your treatment plan:

- **Accept** it as submitted.
- **Recommend an alternative benefit.** If we ask you to receive an independent diagnosis from a dentist of our choice, we will pay for the exam.
- **Deny the treatment plan** because:
  - the procedure is not a benefit of your Certificate;
  - you did not receive an independent exam after we asked you to; or
  - the procedure is not dentally necessary and dentally appropriate.

### Reconsideration Request of Treatment Plan

If we deny a treatment plan, you can resubmit it with additional documentation and ask us, in writing, to reconsider. If necessary, we will ask you to receive an independent diagnosis from an independent dentist of our choice—we will pay for the exam.

**Please note:** Although we may approve a treatment plan, we are not liable for the actual treatment you receive from your dentist.

# FILING CLAIMS

Once you receive dental services, we need to receive a claim to determine the amount of your benefits. The claim lets us know the services you received, when you received them, and from which dentist. You will need to file a claim only when you use a nonparticipating dentist who does not agree to file a claim for you—PPO Panel Dentists and Participating Delta Dental Dentists file for you.

## WHEN TO FILE YOUR CLAIM

After you receive services, you should file a claim only if your dentist has not filed one for you. Delta Dental may deny payment of a claim submitted more than 365 days after the date services were rendered.

You should file a claim only *after* the procedure is completely finished. Do not file for payment before a procedure is completed.

If you need a claim form or have any questions after reading this section, please call us or visit our website [www.deltadentalia.com](http://www.deltadentalia.com). For your convenience, we have listed our toll-free number on the back cover of this Certificate. If you must file your own claim, send it to the following address:

*Delta Dental of Iowa  
P.O. Box 9000  
Johnston, IA 50131-9000*

## FILING WHEN YOU HAVE OTHER COVERAGE COORDINATION OF BENEFITS

You may have other insurance or coverage that provides the same or similar benefit(s) as this Certificate. If so, we will work with your other insurance company or carrier. The benefits payable under this Certificate when combined with the benefits paid under your other coverage will not be more than 100 percent of either our payment arrangement amount or the other carrier's payment arrangement amount.

## What You Should Do

When you receive services, you need to let us know that you have other coverage. Other coverage includes: group insurance, other group benefit plans (such as HMOs, PPOs, and self-insured programs); Medicare or other governmental benefits; and the medical benefits coverage in your automobile insurance (whether issued on a fault or no-fault basis). To help us coordinate your benefits, you should:

- Inform your dentist by giving him or her information about your other coverage at the time you receive services. Your dentist will pass the information on to us when the claim is filed.
- Indicate that you have other coverage when you fill out a claim form by completing the appropriate boxes on the form. We will contact you if we need any additional information.

You must cooperate with us and provide requested information about your other coverage. If you do not give us necessary information, your claims will be denied.

## What We Will Do

There are certain rules we follow to help us determine which Certificate pays first when you have other insurance or coverage that provides the same or similar benefits as this Certificate. Here are some of the rules:

- The coverage **without coordination of benefits** pays first when both coverages are through a group sponsor such as an employer, but one coverage has coordination of benefits and one does not.
- The dental benefits of your **auto coverage** will pay before this coverage if the auto coverage does not have a coordination of benefits provision.
- The coverage which you have as **an employee or contract holder** pays before the coverage which you have as a spouse or child.
- The coverage you have as **the result of your active employment** pays before coverage you hold as a retiree or under which you are not actively employed.
- The coverage with the **earliest continuous effective date** pays first when none of the above rules apply.

If none of the guidelines just mentioned apply to your situation, we will use the Coordination of Benefits (COB) guidelines adopted by the Iowa Insurance Division to determine our payment to you or to your PPO Panel Dentist or Participating Delta Dental Dentist (as the case may be).



## What You Should Know About Children

To coordinate benefits for a child the following rules apply. For a child who is:

- **Covered by both parents** who are not separated or divorced or if they are, neither parent has primary physical custody, the coverage of the parent whose birthday occurs first in a calendar year pays first. If another carrier does not use this rule, then the other plan will determine which coverage pays first.
- **Covered by separated or divorced parents** and a court decree says which parent has financial or dental insurance responsibility, that parent's coverage pays first.
- **Covered by separated or divorced parents** and a court decree does not stipulate which parent has financial or dental insurance responsibility, then the coverage of the parent with custody pays first. The payment order for this child is as follows: custodial parent, spouse of custodial parent, other parent, and spouse of other parent.

If none of these rules apply, the parent's coverage with the earliest continuous effective date pays first.

## APPEALING A DENIED CLAIM OR ADVERSE BENEFIT DETERMINATION YOUR INITIAL REQUEST FOR A REVIEW

If Delta Dental does not pay all or part of your claim and you think the service should be covered, you or your representative can ask for a full and fair review of that claim. To file for a review, submit a request within 180 days of receiving the notice from Delta Dental, including the reason why you disagree with our claim decision, documents, records and any other information related to the claim. Include your name, patient's name and your identification number on all documents.

## DELTA DENTAL'S REPLY

Within 30 days of receiving your request, Delta Dental of Iowa will send you our written decision and indicate any action we have taken. However, when special circumstances arise, Delta Dental of Iowa may require 60 days. Delta Dental of Iowa will notify you in the event we require additional days. After that time, we will make the final decision on the claim based on the information we have in your file.

**REVIEWING RECORDS**

Upon your request, Delta Dental of Iowa will provide you free of charge, access to and copies of all documents, records and other information relevant to your claim for benefits. You can review records that deal with your request from 8 a.m. to 4:30 p.m., Central Standard Time, Monday through Friday, at Delta Dental of Iowa's Johnston, Iowa location. Since so many records are electronically filed, please call Delta Dental of Iowa in advance so we can have copies ready for you.

**Send your request to:**

*Delta Dental of Iowa  
P.O. Box 9010  
Johnston, Iowa 50131-9010  
or call 1-800-544-0718*

# FOUR CERTIFICATE

Our responsibilities to you, as well as the conditions of your coverage with us, are defined in the documents that make up your contract. Your contract includes any application you submitted to us or to your employer or group sponsor, any agreement or group policy we have with your employer or group sponsor, any application completed by your employer or group sponsor, this Certificate, and any riders or amendments. All of the statements made by your employer or group sponsor or you in any of these materials will be treated by us as representations to us, upon which we may rely. We will not use the statements to deny any claim unless we've furnished you with a copy of the statement.

## **COVERAGE ELIGIBILITY ELIGIBLE COVERED PERSONS**

An eligible Covered Person is an employee or retiree who has met the employer's eligibility requirements and the employee's eligible spouse or eligible child(ren).

Spouse means your husband or wife as the result of a marriage that is legally recognized in Iowa. An eligible child can be your natural child, a child placed with you for adoption or a legally adopted child, a child for whom you have legal guardianship, a stepchild, or a foster child. Children must meet at least one of the following standard requirements to be an eligible child:

- The child is under age 26.
- The child is age 26 or older, not married, and a full-time student. For an eligible child to be considered a full-time student they must be enrolled in an accredited institution of higher learning, such as a college, university, nursing, or trade school, and carry enough hours to be classified by the institution as full-time. Full-time student status continues during regularly scheduled school vacation periods, and during absence from class in which enrolled for up to four months due to a physical or mental disability. The disability must be substantiated by a written statement from a physician.
- The child is a dependent of the child's parent and is totally or permanently disabled, either physically or mentally. If the dependent child is permanently disabled, the disability must have existed before the child was age 19 or while the child was a full-time student under 26 years of age, and the child must have had continuous qualifying dental coverage without a break of 63 days or more since the child turned age 19 or while the child was a full-time student under age 26.

A child who has been placed in your home for the purpose of adoption or have adopted shall be eligible for coverage as of the date of placement for adoption or as of the date of actual adoption, whichever occurs first.

### **Eligibility Enrollment Requirements**

This benefit plan includes the following eligibility enrollment requirements:

- You must apply for coverage when initially eligible or due to a Qualifying Event.
- If you do not apply for coverage when initially eligible you will not be eligible to enroll in this Plan until your employer or group sponsor's next Anniversary Date; unless the election is due to a Qualifying Event.
- If you drop coverage due to a qualifying life event, you will not be eligible to re-enroll in this Plan, until your employer or group sponsor's next Anniversary Date; unless the election is due to a Qualifying Event.
- Retirees currently participating in the plan may elect to change their coverage option during open enrollment. Retirees who have waived coverage since becoming a retiree may not elect to participate in the plan.

### **QUALIFIED MEDICAL CHILD SUPPORT ORDER (QMCSO)**

If you have a child and your employer receives a Medical Child Support Order recognizing the child's right to enroll in this benefit plan, your employer will promptly notify both you and the child that the order has been received. Your employer also will inform you and the child of the employer's procedures for determining whether the order is a Qualified Medical Child Support Order. You may obtain, without charge, a copy of QMCSO procedures from your employer or group sponsor.

### **WHEN COVERAGE BEGINS**

Your coverage under this Certificate begins on your effective date. If you have just started a new job, check with your employer or group sponsor to find out your effective date.

**Please note:** Before you receive benefits under this Certificate, you have agreed in your application for coverage (or in documents kept by us or your employer or group sponsor) to release any necessary information requested about you so we can process claims for benefits. You must allow any healthcare provider or his or her employee to give us information about a treatment or condition. If we do not receive the information requested, or if you withhold information in your application, your benefits may be denied.

If you fraudulently use your identification card or misrepresent or conceal facts in your application, then we may terminate your benefits.

## WHEN COVERAGE ENDS

Your eligibility for coverage will terminate at the end of the month for any of these reasons:

- You become ineligible for coverage under this Certificate. See *Eligible Covered Persons* earlier in this section.
- You become unemployed. Termination of your Certificate for this reason applies only if you receive your coverage through your employer.
- Your employer or group sponsor decides to discontinue or replace this coverage.
- We decide to terminate coverage of all similar Certificates by giving written notice to your employer or group sponsor 90 days prior to termination.

Your coverage will end if any of the following occurs:

- You use this Certificate fraudulently or you fraudulently misrepresent or conceal material facts in your application. If this happens, we will recover any claim payments we made, minus any premiums paid.
- You or your employer or group sponsor fail to make payments to us when due.

### Authority to Terminate, Amend, or Modify

Your employer or group sponsor has the authority to *terminate, amend or modify the coverage described in this Certificate at any time*. Any amendment or modification will be in writing and will be as binding as this Certificate. *If your contract is terminated, you may not receive benefits.*

## CONTINUED COVERAGE (COBRA)

There are some federal and state laws that may affect your coverage with us. These laws apply to continuing your coverage when you are no longer eligible for group coverage.

### Coverage Continuation Under Federal Law — COBRA

The Consolidated Omnibus Budget Reconciliation Act (COBRA) applies to employers with 20 or more employees. COBRA entitles you, your eligible spouse and your eligible children to a continuation of coverage under this Certificate if coverage is lost due to any of the following qualifying events:

- Death of the employee covered under this Certificate.
- Termination of employment for reasons other than gross misconduct.
- A reduction in hours causing loss of coverage.

- Divorce or legal separation.
- The employee covered under this Certificate becomes entitled to Medicare.
- Child/Children are no longer considered eligible by our eligibility rules.
- The employer from whom the covered employee retired files bankruptcy under federal law (in certain cases).

**Please note:** You, your eligible spouse or your eligible children are responsible for notifying your employer or group sponsor of a dissolution of marriage, legal separation or a child losing eligibility status.

If you wish to continue your coverage, you must complete an election form and submit it to your employer within 60 days of the later of the date:

- you are no longer covered; or
- you are notified of the right to elect COBRA continuation coverage.

You will be responsible for paying any premiums to your employer for the continuation of this Certificate. Depending on how you qualify, you may continue your coverage for up to 18 or 36 months.

If during the period of COBRA coverage, a child is born to you or placed with you for adoption, the child can be covered under COBRA coverage and can have election rights of his or her own.

If you or any other eligible Covered Person(s) who have elected COBRA coverage is determined to be disabled under the Social Security Act during the first 60 days of continuation coverage, your COBRA coverage may continue for up to 29 months. The 29-month period will apply to you, your eligible spouse and/or eligible child(ren) who elected COBRA coverage. You must provide notice of the disability determination to your employer within 60 days after the determination.

If you lose your coverage, contact your employer or group sponsor. They should help you with any necessary paperwork and let you know the cost of continuing your coverage.

### **Length of Coverage under COBRA**

Continuation coverage ends at the earliest of one of these events:

- The last day of the 18-, 29-, or 36-month maximum coverage period, whichever is applicable.

- The first day (including grace periods, if applicable) on which timely is not made.
- The date on which the employer ceases to maintain any group plan (including successor plans).
- The first day on which a beneficiary is actually covered by any other group plan. However, if the new group plan contains an exclusion or limitation relating to any preexisting condition of the beneficiary, then coverage will end on the earlier of the satisfaction of the waiting period for preexisting conditions contained in the new group plan or upon the occurrence of any one of the other events stated in this section.
- The date the qualified beneficiary is entitled to Medicare benefits.

## PREMIUMS

You or your employer or group sponsor must pay us in advance of the due date assigned for your Certificate. For example, payment must be made prior to the beginning of each calendar month, each quarter, or each year, depending on your specific due date.

## COVERAGE CHANGES EVENTS CHANGING COVERAGE

Certain events may require you to change who is covered by this Certificate. These events include:

- **Active Duty in the Military** of an eligible child or spouse
- **Appointment as a Legal Guardian** of a child
- **Birth or Adoption** of a child
- **Care of a Foster Child** (when placed in your home by an approved agency)
- **Completion of Full-time Schooling** of an eligible child age 26 or older
- **Death**
- **Divorce, Annulment, or Legal Separation**
- **Eligible Child** (who is *not* a full-time student or permanently disabled) reaches age 26
- **Exhaustion of COBRA Coverage**
- **Marriage**
- **Spouse or Child Loses Eligibility for Qualifying Dental Coverage** or employer or group sponsor ceases contribution to qualifying dental coverage. In this case, your eligible spouse and any eligible children previously covered under the prior qualifying dental coverage are eligible for coverage under this Certificate.

- **Spouse's Medicaid, or Child's Medicaid or Children's Health Insurance Program (CHIP) or Healthy And Well Kids in Iowa (Hawki)** coverage is terminated as a result of losing eligibility or the Eligible Covered Person becomes eligible for a premium assistance subsidy under Medicaid or CHIP. This special enrollment opportunity is provided by the Children's Health Insurance Program Reauthorization Act (CHIPRA). You must request this special enrollment opportunity within 60 days of losing Medicaid, CHIP, or Hawki coverage or within 60 days of when eligibility for the premium assistance is determined.

## NOTIFICATION OF CHANGE

You must notify us within 31 days of the date of the event that changes the status of your eligibility. Delta Dental of Iowa must be notified within 60 days of the date of the event that changes the status of your eligibility for births, adoptions, or due to a change in eligibility status for Medicaid, CHIP, or Hawki. You can ask your employer or group sponsor to help you make this request. If a change to your eligibility is not made within 31 days of an event, the person(s) affected may lose important coverage.

**Retiree Enrollment & Effective Date:** The retiree's request for permission from the City to participate in the plan must be filed with the City within thirty (30) days prior to the date eligibility as an active employee terminates due to retirement, or thirty (30) days after the date eligibility as an active employee terminates due to retirement.

## AUTHORIZED CERTIFICATE CHANGES

No agent, employee, or representative of ours is authorized to vary, add to, change, modify, waive, or alter any of the provisions of this Certificate. This Certificate cannot be changed except by:

- **Upon the effective date of any final Federal or State regulations** that change or impact benefits and coverage limitations, this Agreement will automatically amend so that the obligations they impose on Delta Dental remain in compliance with such laws and/or standards.
- **By written amendment** signed by an authorized officer and accepted by you or your employer or group sponsor as shown by payment of the monthly premium.
- **By our receipt of proper notification** that your marital or eligibility status has changed.



## COVERAGE TERMINATION EFFECTS OF TERMINATION

If your coverage is terminated for fraud, misrepresentation, or the concealment of material facts:

- **We will not pay** for any services or supplies provided after the date the coverage is terminated.
- **We will retain legal rights.** This includes the right to initiate a civil action based on fraud, concealment, or misrepresentation.
- We may, at our option, **declare the coverage void.**

If your coverage is terminated for reasons other than fraud, concealment, or misrepresentation of material facts, we will stop benefits the day your coverage is terminated.

## OUR RIGHT TO RECOVER PAYMENTS PAYMENT IN ERROR

If for any reason we make payment under this Certificate in error, we may recover the amount we paid.

## SUBROGATION

Once you receive benefits under this Certificate arising from an illness or injury, we will assume any legal right you have to collect compensation, damages, or any other payment related to the illness or injury, including benefits from any of the following:

- The responsible person's insurer
- Uninsured motorist coverage
- Underinsured motorist coverage
- Other insurance coverage

You and your other eligible Covered Person(s) agree to all of the following:

- You will let us know about any potential claims or rights of recovery related to the illness or injury;
- You will furnish any information and assistance that we determine we will need to enforce our rights under this Certificate;
- You will do nothing to prejudice our rights and interests;
- You will not compromise, settle, surrender, or release any claim or right of recovery described above, without getting our written permission;
- You must reimburse us to the extent of benefit payments made under this Certificate if payment is received from the other party or parties;

- You and your other eligible Covered Person(s) must notify us if you have a potential right to receive payment from someone else;
- You must cooperate with us to ensure that our rights to subrogation are protected.

Item 13.

## **OTHER INFORMATION NOTICE**

If a specific address has not been provided elsewhere in this Certificate, you may send any notice to our home office:

*Delta Dental of Iowa  
P.O. Box 9010  
Johnston, IA 50131-9010*

Any notice from us to you is valid when sent to your address as it appears on our records or the address of the group through which you are enrolled.

## **NONASSIGNMENT**

Benefits for Covered Services in this Certificate are for your personal benefit and cannot be transferred or assigned to anyone else without our consent. Any attempt to assign this Certificate or rights to payment without our consent will be void.

## **GOVERNING LAW**

To the extent not superseded by the laws of the United States, this Certificate will be construed in accordance with and governed by the laws of the state of Iowa. Any action brought because of a claim under this Certificate will be litigated exclusively in the state or federal courts located in the state of Iowa and in no other.

## **LEGAL ACTION**

No legal or equitable action may be brought against us because of a claim under this Certificate, or because of the alleged breach of this Certificate, more than two years after the end of the calendar year in which the services or supplies were provided.

## **INFORMATION IF YOU OR A MEMBER OF YOUR FAMILY IS ENROLLED IN MEDICAID**

### **Assignment of Rights**

This plan will provide payment of benefits for Covered Services to you, your beneficiary, or any other person who has been legally assigned the right to receive such benefits under requirements established pursuant to Title XIX of the Social Security Act (Medicaid).

### **Enrollment Without Regard to Medicaid**

Your receipt or eligibility for medical assistance under Title XIX of the Social Security Act (Medicaid) will not affect your enrollment as a participant or beneficiary of this plan, nor will it affect our determination of any benefits paid to you.

### **Acquisition by States of Rights of Third Parties**

If payment has been made by Medicaid and we have a legal obligation to provide benefits for those services, then we will make payment of those benefits in accordance with any state law under which a state acquires the right to such payments.

*Item 13.*

**Delta Dental of Iowa  
P.O. Box 9000  
Johnston, IA 50131-9000**

Hearing Impaired Toll Free: 1-888-287-7312  
Toll Free: 1-800-544-0718  
Local: 1-515-261-5500

[www.deltadentalia.com](http://www.deltadentalia.com)  
[claims@deltadentalia.com](mailto:claims@deltadentalia.com)



DEPARTMENT OF FINANCE & BUSINESS  
OPERATIONS

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

**MEMORANDUM**  
Financial Services Division

**TO:** Mayor Green and City Council Members

**FROM:** Paul Kockler, Accountant

**DATE:** August 12, 2020

**SUBJECT: Wellmark Blue Cross & Blue Shield  
Health Summary Plan Descriptions (SPDs)**

Attached are updated health Summary Plan Descriptions (SPDs) from Wellmark Blue Cross & Blue Shield in compliance with current requirements for your approval. The SPD summarizes the City's health benefit plan that is currently in place. While the attached includes a "DRAFT" watermark for processing, this will be removed from final versions provided to health plan participants. City staff recommends your approval.

If you have questions regarding the above or attached, please contact Paul at 268-5101.

Attachments

Cc: Jennifer Rodenbeck, Director of Finance & Business Operations

S U M M A R Y P L A N  
D E S C R I P T I O N

**The City of Cedar Falls  
Employee Health Benefit Plan**

**Parks / Public Works & Police Union Employees  
and Retirees of These Groups**

DRAFT

Group Effective Date: 7/1/2020  
Plan Year: July 1  
Coverage Code: SSU

DRAFT





Wellmark Blue Cross and Blue Shield is an Independent Licensee of the Blue Cross and Blue Shield Association.

# **AllianceSelect<sup>SM</sup>** **City of Cedar Falls Plan B PPO**

## **NOTICE**

This group health plan is sponsored and funded by your employer or group sponsor. Your employer or group sponsor has a financial arrangement with Wellmark under which your employer or group sponsor is solely responsible for claim payment amounts for covered services provided to you. Wellmark provides administrative services and provider network access only and does not assume any financial risk or obligation for claim payment amounts.

DRAFT

Form Number: Wellmark SD Grp (TPA)

Group Effective Date: 7/1/2020  
Plan Year: July 1  
Print Date: 8/10/2020  
Coverage Code: SSU  
Version: 01/20

DRAFT

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# About This Summary Plan Description

## Important Information

This summary plan description describes your rights and responsibilities under your group health plan. You and your covered dependents have the right to request a copy of this summary plan description, at no cost to you, by contacting your employer or group sponsor.

**Please note:** Your employer or group sponsor has the authority to terminate, amend, or modify the coverage described in this summary plan description at any time. Any amendment or modification will be in writing and will be as binding as this summary plan description. If your contract is terminated, you may not receive benefits.

You should familiarize yourself with the entire summary plan description because it describes your benefits, payment obligations, provider networks, claim processes, and other rights and responsibilities.

## Charts

Some sections have charts, which provide a quick reference or summary but are not a complete description of all details about a topic. A particular chart may not describe some significant factors that would help determine your coverage, payments, or other responsibilities. It is important for you to look up details and not to rely only upon a chart. It is also important to follow any references to other parts of the summary plan description. (References tell you to “see” a section or subject heading, such as, “See *Details – Covered and Not Covered*.” References may also include a page number.)

## Complete Information

Very often, complete information on a subject requires you to consult more than one section of the summary plan description. For instance, most information on coverage will be found in these sections:

- At a Glance – Covered and Not Covered
- Details – Covered and Not Covered
- General Conditions of Coverage, Exclusions, and Limitations

However, coverage might be affected also by your choice of provider (information in the *Choosing a Provider* section), certain notification requirements if applicable to your group health plan (the *Notification Requirements and Care Coordination* section), and considerations of eligibility (the *Coverage Eligibility and Effective Date* section).

Even if a service is listed as covered, benefits might not be available in certain situations, and even if a service is not specifically described as being excluded, it might not be covered.

## Read Thoroughly

You can use your group health plan to the best advantage by learning how this document is organized and how sections are related to each other. And whenever you look up a particular topic, follow any references, and read thoroughly.

Your coverage includes many services, treatments, supplies, devices, and drugs. Throughout the summary plan description, the words *services or supplies* refer to any services, treatments, supplies, devices, or drugs, as applicable in the context, that may be used to diagnose or treat a condition.

## Plan Description

<b>Plan Name:</b>	The City of Cedar Falls Employee Health Benefit Plan
<b>Plan Sponsor:</b>	City of Cedar Falls
<b>Employer ID Number:</b>	42-6004332
<b>Plan Number:</b>	501
<b>When Plan Year Ends:</b>	June 30
<b>Participants of Plan:</b>	Eligible employees, retirees, and their dependents See <i>Coverage Eligibility and Effective Date</i> later in this summary plan description.
<b>Plan Administrator and Agent for Service of Legal Process:</b>	City of Cedar Falls 220 Clay Street Cedar Falls, IA 50613-2726 Service of legal process may be made upon the plan administrator and/or agent.
<b>How Plan Costs Are Funded:</b>	The Plan Sponsor and the employees pay the cost of this Plan.
<b>Type of Plan:</b>	Group Health Plan
<b>Type of Administration:</b>	Self-Funded
<b>Benefits Administered by:</b>	Wellmark Blue Cross and Blue Shield of South Dakota 1331 Grand Avenue Des Moines, IA 50309-2901

If this plan is maintained by two or more employers, you may write to the plan administrator for a complete list of the plan sponsors.

This group benefits plan is maintained pursuant to a collective bargaining agreement. A copy of the agreement may be obtained by participants and beneficiaries upon written request to the plan administrator and is available for examination by participants and beneficiaries, as required by 29 CFR §§2520.104b-1 *et seq.*

In addition, this plan may not discriminate against you based on: health status; medical condition (including both physical and mental illnesses); claims experience; receipt of health care; medical history; genetic information; medical evidence of good health (including participation in certain dangerous recreational activities and conditions arising out of acts of domestic violence); and disability as mandated by the Health Insurance Portability and Accountability Act of 1996.

## Questions

If you have questions about your group health plan, or are unsure whether a particular service or supply is covered, call the Customer Service number on your ID card.

# 1. What You Pay

This section is intended to provide you with an overview of your payment obligations under this group health plan. This section is not intended to be and does not constitute a complete description of your payment obligations. To understand your complete payment obligations you must become familiar with this entire summary plan description, especially the *Factors Affecting What You Pay* and *Choosing a Provider* sections.

## Provider Network

Under the medical benefits of this plan, your network of providers consists of PPO and Participating providers. All other providers are Out-of-Network Providers. Which provider type you choose will affect what you pay.

**PPO Providers.** These providers participate with the Wellmark Blue PPO<sup>SM</sup> network or with a Blue Cross and/or Blue Shield PPO network in another state or service area. You typically pay the least for services received from these providers. Throughout this summary plan description we refer to these providers as PPO Providers.

**Participating Providers.** These providers participate with a Blue Cross and/or Blue Shield network in another state or service area, but not with a PPO network. You typically pay more for services from these providers than for services from PPO Providers. Throughout this summary plan description we refer to these providers as Participating Providers.

**Out-of-Network Providers.** Out-of-Network Providers do not participate with Wellmark or any other Blue Cross and/or Blue Shield Plan. You typically pay the most for services from these providers.

## Payment Summary

This chart summarizes your payment responsibilities. It is only intended to provide you with an overview of your payment obligations. It is important that you read this entire section and not just rely on this chart for your payment obligations.

You Pay
<b>Deductible</b>
\$500 per person
\$1,000 (maximum) per family*
<b>Coinsurance</b>
10% for covered services received from PPO Providers.
20% for covered services received from Participating and Out-of-Network providers.
<b>Out-of-Pocket Maximum</b>
\$1,000 per person
\$2,000 (maximum) per family*

\*Family amounts are reached from amounts accumulated on behalf of any combination of covered family members. A member will not be required to satisfy more than the single deductible before we make benefit payments for that member.

## Payment Details

### Deductible

This is a fixed dollar amount you pay for covered services in a benefit year before medical benefits become available.

The family deductible amount is reached from amounts accumulated on behalf of any combination of covered family members.

A member will not be required to satisfy more than the single deductible before we make benefit payments for that member.

Once you meet the deductible, then coinsurance applies.

Deductible amounts you pay during the last three months of a benefit year carry over as credits to meet your deductible for the next benefit year. These credits do not apply toward your out-of-pocket maximum.

**Common Accident Deductible.** When two or more covered family members are involved in the same accident and they receive covered services for injuries related to the accident, only one deductible amount will be applied to the accident-related services for all family members involved. However, you still need to satisfy the family (not the per person) out-of-pocket maximum.

Deductible amounts are waived for some services. See *Waived Payment Obligations* later in this section.

## Coinsurance

Coinsurance is an amount you pay for certain covered services. Coinsurance is calculated by multiplying the fixed percentage(s) shown earlier in this section times Wellmark's payment arrangement amount. Payment arrangements may differ depending on the contracting status of the provider and/or the state where you receive services. For details, see *How Coinsurance is Calculated*, page 45. Coinsurance amounts apply after you meet the deductible.

Coinsurance amounts are waived for some services. See *Waived Payment Obligations* later in this section.

## Out-of-Pocket Maximum

The out-of-pocket maximum is the maximum amount you pay, out of your pocket, for most covered services in a benefit year. Many amounts you pay for covered services during a benefit year accumulate toward the out-of-pocket maximum. These amounts include:

- Deductible.
- Coinsurance.

The family out-of-pocket maximum is reached from applicable amounts paid on behalf of any combination of covered family members.

However, certain amounts do not apply toward your out-of-pocket maximum.

- Amounts representing any general exclusions and conditions. See *General Conditions of Coverage, Exclusions, and Limitations*, page 29.
- Difference in cost between the provider's amount charged and our maximum allowable fee when you receive services from an Out-of-Network Provider.

These amounts continue even after you have met your out-of-pocket maximum.

## Benefits Maximums

Benefits maximums are the maximum benefit amounts that each member is eligible to receive.

Benefits maximums are accumulated from benefits under this medical benefits plan and prior medical benefits plans sponsored by your employer or group sponsor and administered by Wellmark Blue Cross and Blue Shield.



## Waived Payment Obligations

Some payment obligations are waived for the following covered services.

Covered Service	Payment Obligation Waived
Breast pumps (manual or non-hospital grade electric) purchased from a covered PPO or Participating home/durable medical equipment provider.	Deductible Coinsurance
Breastfeeding support, supplies, and one-on-one lactation consultant services, including counseling and education, during pregnancy and/or the duration of breastfeeding when received from PPO or Participating providers.	Deductible Coinsurance
Contraceptive medical devices, such as intrauterine devices and diaphragms received from PPO or Participating providers.	Deductible Coinsurance
Implanted and injected contraceptives received from PPO or Participating providers.	Deductible Coinsurance
Medical evaluations and counseling for nicotine dependence per U.S. Preventive Services Task Force (USPSTF) guidelines when received from PPO or Participating providers.	Deductible Coinsurance
Newborn's initial hospitalization, when considered normal newborn care – practitioner services.	Deductible
Office and independent lab services received from PPO Providers. Some lab testing performed in the office may be sent to a provider that is not a PPO Provider for processing. When this happens, your deductible and coinsurance may apply.	Deductible
Postpartum home visits (two) when a mother and her baby are voluntarily discharged from the hospital within 48 hours of normal labor and delivery or within 96 hours of cesarean birth.**	Deductible Coinsurance

Covered Service	Payment Obligation Waived
Preventive care, items, and services,* received from PPO or Participating providers, as follows: <ul style="list-style-type: none"> <li>■ Items or services with an “A” or “B” rating in the current recommendations of the United States Preventive Services Task Force (USPSTF);</li> <li>■ Immunizations as recommended by the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention (ACIP);</li> <li>■ Preventive care and screenings for infants, children, and adolescents provided for in guidelines supported by the Health Resources and Services Administration (HRSA); and</li> <li>■ Preventive care and screenings for women provided for in guidelines supported by the HRSA.***</li> </ul>	Deductible Coinsurance
Prosthetic limb devices received from PPO Providers.	Deductible
Telehealth services received from PPO practitioners and practitioners contracting through Doctor on Demand.‡	Deductible
Urgent care center services received from PPO Providers.	Deductible
Voluntary sterilization for female members received from PPO or Participating providers.	Deductible Coinsurance
Well-child care.	Deductible

\*A complete list of recommendations and guidelines related to preventive services can be found at [www.healthcare.gov](http://www.healthcare.gov). Recommended preventive services are subject to change and are subject to medical management.

\*\*If you have a newborn child, but you do not add that child to your coverage, your newborn child may be added to your coverage solely for the purpose of administering benefits for the newborn during the first 48 hours following a vaginal delivery or 96 hours following a cesarean delivery. If that occurs, a separate deductible and coinsurance will be applied to your newborn child unless your coverage specifically waives the deductible or coinsurance for your newborn child.

\*\*\*Digital breast tomosynthesis (3D mammogram) may be subject to deductible and coinsurance, as applicable.

‡Members can access telehealth services from Doctor on Demand through the Doctor on Demand mobile application or through [myWellmark.com](http://myWellmark.com).

## 2. At a Glance - Covered and Not Covered

Your coverage provides benefits for many services and supplies. There are also services for which this coverage does not provide benefits. The following chart is provided for your convenience as a quick reference only. This chart is not intended to be and does not constitute a complete description of all coverage details and factors that determine whether a service is covered or not. All covered services are subject to the contract terms and conditions contained throughout this summary plan description. Many of these terms and conditions are contained in *Details – Covered and Not Covered*, page 11. To fully understand which services are covered and which are not, you must become familiar with this entire summary plan description. Please call us if you are unsure whether a particular service is covered or not.

The headings in this chart provide the following information:

**Category.** Service categories are listed alphabetically and are repeated, with additional detailed information, in *Details – Covered and Not Covered*.

**Covered.** The listed category is generally covered, but some restrictions may apply.

**Not Covered.** The listed category is generally not covered.

**See Page.** This column lists the page number in *Details – Covered and Not Covered* where there is further information about the category.

**Benefits Maximums.** This column lists maximum benefit amounts that each member is eligible to receive. Benefits maximums that apply per benefit year or per lifetime are reached from benefits accumulated under this group health plan and any prior group health plans sponsored by your employer or group sponsor and administered by Wellmark Blue Cross and Blue Shield.

Category	Covered	Not Covered	See Page	Benefits Maximums
Acupuncture Treatment		⊘	11	
Allergy Testing and Treatment	●		11	
Ambulance Services	●		11	
Anesthesia	●		11	
Autism Treatment	●		12	<p>Applied Behavior Analysis (ABA) services for the treatment of autism spectrum disorder for children age 18 and younger:</p> <ul style="list-style-type: none"> <li>■ For children through age six: <b>\$36,000</b> per calendar year.</li> <li>■ For children age seven through age 13: <b>\$25,000</b> per calendar year.</li> <li>■ For children age 14 through age 18: <b>\$12,500</b> per calendar year.</li> </ul>
Blood and Blood Administration	●		13	
Chemical Dependency Treatment	●		13	
Chemotherapy and Radiation Therapy	●		13	

Category	Covered	Not Covered	See Page	Benefits Maximums
Clinical Trials – Routine Care Associated with Clinical Trials	●		13	
Contraceptives	●		14	
Conversion Therapy		⊘	14	
Cosmetic Services		⊘	14	
Counseling and Education Services		⊘	14	
Dental Treatment for Accidental Injury	●		14	
Dialysis	●		15	
Education Services for Diabetes	●		15	10 hours of outpatient diabetes self-management training provided within a 12-month period, plus follow-up training of up to two hours annually.
Emergency Services	●		15	
Fertility and Infertility Services	●		16	\$15,000 per lifetime for infertility transfer procedures.
Genetic Testing	●		16	
Hearing Services (related to an illness or injury)	●		16	
Home Health Services	●		16	The daily benefit for short-term home skilled nursing services will not exceed Wellmark's daily maximum allowable fee for skilled nursing facility services.
Home/Durable Medical Equipment	●		17	
Hospice Services	●		18	15 days per lifetime for inpatient hospice respite care. 15 days per lifetime for outpatient hospice respite care. <b>Please note:</b> Hospice respite care must be used in increments of not more than five days at a time.
Hospitals and Facilities	●		18	
Illness or Injury Services	●		19	
Inhalation Therapy	●		19	
Maternity Services	●		19	
Medical and Surgical Supplies and Personal Convenience Items	●		20	
Mental Health Services	●		20	
Morbid Obesity Treatment	●		21	
Motor Vehicles		⊘	21	
Musculoskeletal Treatment	●		21	
Nonmedical or Administrative Services		⊘	21	
Nutritional and Dietary Supplements	●		22	

Category	Covered	Not Covered	See Page	Benefits Maximums
<b>Occupational Therapy</b>	●		22	
<b>Orthotics</b>		⊖	22	
<b>Physical Therapy</b>	●		22	
<b>Physicians and Practitioners</b>			23	
Advanced Registered Nurse Practitioners	●		23	
Audiologists	●		23	
Chiropractors	●		23	
Doctors of Osteopathy	●		23	
Licensed Independent Social Workers	●		23	
Medical Doctors	●		23	
Occupational Therapists	●		23	
Optometrists	●		23	
Oral Surgeons	●		23	
Physical Therapists	●		23	
Physician Assistants	●		23	
Podiatrists	●		23	
Psychologists	●		23	
Speech Pathologists	●		23	
<b>Prescription Drugs</b>	●		23	
<b>Preventive Care</b>	●		24	Well-child care until the child reaches age seven. One routine physical examination per benefit year. One routine mammogram per benefit year.
<b>Prosthetic Devices</b>	●		24	
<b>Reconstructive Surgery</b>	●		25	
<b>Self-Help Programs</b>		⊖	25	
<b>Sleep Apnea Treatment</b>	●		25	
<b>Social Adjustment</b>		⊖	25	
<b>Speech Therapy</b>	●		25	
<b>Surgery</b>	●		25	
<b>Telehealth Services</b>	●		25	
<b>Temporomandibular Joint Disorder (TMD)</b>	●		26	
<b>Transplants</b>	●		26	
<b>Travel or Lodging Costs</b>		⊖	26	
<b>Vision Services (related to an illness or injury)</b>	●		26	
<b>Wigs or Hairpieces</b>	●		27	One wig or hairpiece per lifetime.
<b>X-ray and Laboratory Services</b>	●		27	

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### 3. Details - Covered and Not Covered

All covered services or supplies listed in this section are subject to the general contract provisions and limitations described in this summary plan description. Also see the section *General Conditions of Coverage, Exclusions, and Limitations*, page 29. If a service or supply is not specifically listed, do not assume it is covered.

#### Acupuncture Treatment

**Not Covered:** Acupuncture and acupressure treatment.

#### Allergy Testing and Treatment

**Covered.**

#### Ambulance Services

**Covered:**

- Professional emergency air and ground ambulance transportation to a hospital in the surrounding area where your ambulance transportation originates. All of the following are required to qualify for benefits:
  - The services required to treat your illness or injury are not available in the facility where you are currently receiving care if you are an inpatient at a facility.
  - You are transported to the nearest hospital with adequate facilities to treat your medical condition.
  - During transport, your medical condition requires the services that are provided only by an air or ground ambulance that is professionally staffed and specially equipped for taking sick or injured people to or from a health care facility in an emergency.
  - The air or ground ambulance has the necessary patient care equipment and supplies to meet your needs.
  - Your medical condition requires immediate and rapid ambulance transport.

- In addition to the preceding requirements, for air ambulance services to be covered, all of the following must be met:
  - Your medical condition requires immediate and rapid air ambulance transport that cannot be provided by a ground ambulance; or the point of pick up is inaccessible by a land vehicle.
  - Great distances, limited time frames, or other obstacles are involved in getting you to the nearest hospital with appropriate facilities for treatment.
  - Your condition is such that the time needed to transport you by land poses a threat to your health.

In an emergency situation, if you cannot reasonably utilize a PPO ambulance service, covered services will be reimbursed as though they were received from a PPO ambulance service. However, because we do not have contracts with Out-of-Network Providers and they may not accept our payment arrangements, you are responsible for any difference between the amount charged and our amount paid for a covered service.

- Professional nonemergency ground ambulance transportation to a hospital or nursing facility in the surrounding area where your ambulance transportation originates. All of the following are required to qualify for benefits:
  - The services required to treat your illness or injury are not available in

the facility where you are currently receiving care.

- You are transported to the nearest hospital or nursing facility with adequate facilities to treat your medical condition.
- During transport your medical condition requires the services that are provided only by a ground ambulance that is professionally staffed and specially equipped for taking sick or injured people to or from a health care facility.
- The ground ambulance has the necessary patient care equipment and supplies to meet your needs.

**Not Covered:**

- Professional air or ground ambulance transport from a facility capable of treating your condition.
- Professional ground ambulance transport to or from any location when you are physically and mentally capable of being a passenger in a private vehicle.
- Professional ground ambulance round-trip transports from your residence to a medical provider for an appointment or treatment and back to your residence.
- Professional air or ground transport when performed primarily for your convenience or the convenience of your family, physician, or other health care provider.
- Professional, nonemergency air ambulance transports to any location for any reason.
- Nonprofessional air or ground ambulance transports to any location for any reason. This includes non-ambulance vehicles such as vans or taxis that are equipped to transport stretchers or wheelchairs but are not professionally operated or staffed.

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## Anesthesia

**Covered:** Anesthesia and the administration of anesthesia.

**Not Covered:** Local or topical anesthesia billed separately from related surgical or medical procedures.

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## Autism Spectrum Disorder Treatment

**Covered:** Diagnosis and treatment of autism spectrum disorder and Applied Behavior Analysis services for the treatment of autism spectrum disorder for children age 18 and younger when Applied Behavior Analysis services are performed or supervised pursuant to an approved treatment plan by a licensed physician or psychologist or a master's or doctoral degree holder certified by the National Behavior Analyst Certification Board with a designation of board certified behavior analyst. Autism spectrum disorder is a complex neurodevelopmental medical disorder characterized by social impairment, communication difficulties, and restricted, repetitive, and stereotyped patterns of behavior.

**Benefits Maximum:**

- Applied Behavior Analysis services for the treatment of autism spectrum disorder for children age 18 and younger:
  - For children through age six: **\$36,000** per calendar year.
  - For children age seven through age 13: **\$25,000** per calendar year.
  - For children age 14 through age 18: **\$12,500** per calendar year.

**Not Covered:**

- Applied Behavior Analysis services for the treatment of autism spectrum disorder for members age 19 and older.
- Applied Behavior Analysis services other than for the treatment of autism spectrum disorder.



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## Blood and Blood Administration

**Covered:** Blood and blood administration, including blood derivatives, and blood components.

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## Chemical Dependency Treatment

**Covered:** Treatment for a condition with physical or psychological symptoms produced by the habitual use of certain drugs or alcohol as described in the most current *Diagnostic and Statistical Manual of Mental Disorders*.

**Licensed Substance Abuse Treatment Program.** Benefits are available for chemical dependency treatment in the following settings:

- Treatment provided in an office visit, or outpatient setting;
- Treatment provided in an intensive outpatient setting;
- Treatment provided in an outpatient partial hospitalization setting;
- Drug or alcohol rehabilitation therapy or counseling provided while participating in a clinically managed low intensity residential treatment setting, also known as supervised living;
- Treatment, including room and board, provided in a clinically managed medium or high intensity residential treatment setting;
- Treatment provided in a medically monitored intensive inpatient or detoxification setting; and
- For inpatient, medically managed acute care for patients whose condition requires the resources of an acute care general hospital or a medically managed inpatient treatment program.

### Not Covered:

- Room and board provided while participating in a clinically managed low intensity residential treatment setting, also known as supervised living.

- Recreational activities or therapy, social activities, meals, excursions or other activities not considered clinical treatment, while participating in substance abuse treatment programs.

### See Also:

*Hospitals and Facilities* later in this section.

*Notification Requirements and Care Coordination*, page 39.

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## Chemotherapy and Radiation Therapy

**Covered:** Use of chemical agents or radiation to treat or control a serious illness.

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## Clinical Trials – Routine Care Associated with Clinical Trials

**Covered:** Medically necessary routine patient costs for items and services otherwise covered under this plan furnished in connection with participation in an approved clinical trial related to the treatment of cancer or other life-threatening diseases or conditions, when a covered member is referred by a PPO or Participating provider based on the conclusion that the member is eligible to participate in an approved clinical trial according to the trial protocol or the member provides medical and scientific information establishing that the member's participation in the clinical trial would be appropriate according to the trial protocol.

### Not Covered:

- Investigational or experimental items, devices, or services which are themselves the subject of the clinical trial;
- Clinical trials, items, and services that are provided solely to satisfy data collection and analysis needs and that are not used in the direct clinical management of the patient;
- Services that are clearly inconsistent with widely accepted and established

standards of care for a particular diagnosis.

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## Contraceptives

**Covered:** The following conception prevention, as approved by the U.S. Food and Drug Administration:

- Contraceptive medical devices, such as intrauterine devices and diaphragms.
- Implanted contraceptives.
- Injected contraceptives.

**Not Covered:**

- Contraceptive drugs and contraceptive drug delivery devices, such as insertable rings and patches.

**Please note:** Contraceptive drugs and contraceptive drug delivery devices, such as insertable rings and patches may be covered under your employer's prescription drug plan.

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## Conversion Therapy

**Not Covered:** Conversion therapy services.

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## Cosmetic Services

**Not Covered:** Cosmetic services, supplies, or drugs if provided primarily to improve physical appearance. However, a service, supply, or drug that results in an incidental improvement in appearance may be covered if it is provided primarily to restore function lost or impaired as the result of an illness, accidental injury, or a birth defect. You are also not covered for treatment for any complications resulting from a noncovered cosmetic procedure.

**See Also:**

*Reconstructive Surgery* later in this section.

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## Counseling and Education Services

**Not Covered:**

- Bereavement counseling or services (including volunteers or clergy), family counseling or training services, marriage counseling or training services, and community-based services.
- Education or educational therapy other than covered lactation consultant services or education for self-management of diabetes.
- Learning and educational services and treatments including, but not limited to, non-drug therapy for high blood pressure control, exercise modalities for the treatment of obesity, nutritional instruction for the control of gastrointestinal conditions, or reading programs for dyslexia, for any medical, mental health, or substance abuse condition.

**See Also:**

*Genetic Testing* later in this section.

*Education Services for Diabetes* later in this section.

*Mental Health Services* later in this section.

*Preventive Care* later in this section.

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## Dental Services

**Covered:**

- Dental treatment for accidental injuries when:
  - Treatment is completed within 72 hours of the injury.
- Anesthesia (general) and hospital or ambulatory surgical facility services related to covered dental services if:
  - You are under age 14 and, based on a determination by a licensed dentist and your treating physician, you have a dental or developmental condition for which patient management in the dental office has been ineffective and requires dental

- treatment in a hospital or ambulatory surgical facility; or
- Based on a determination by a licensed dentist and your treating physician, you have one or more medical conditions that would create significant or undue medical risk in the course of delivery of any necessary dental treatment or surgery if not rendered in a hospital or ambulatory surgical facility.
- Impacted teeth removal (surgical) as an inpatient or outpatient of a facility only when you have a medical condition (such as hemophilia) that requires hospitalization.
  - Facial bone fracture reduction.
  - Incisions of accessory sinus, mouth, salivary glands, or ducts.
  - Jaw dislocation manipulation.
  - Orthodontic services associated with management of cleft palate.
  - Treatment of abnormal changes in the mouth due to injury or disease of the mouth, or dental care (oral examination, x-rays, extractions, and nonsurgical elimination of oral infection) required for the direct treatment of a medical condition, limited to:
    - Dental services related to medical transplant procedures;
    - Initiation of immunosuppressives (medication used to reduce inflammation and suppress the immune system); or
    - Treatment of neoplasms of the mouth and contiguous tissue.

**Not Covered:**

- General dentistry including, but not limited to, diagnostic and preventive services, restorative services, endodontic services, periodontal services, indirect fabrications, dentures and bridges, and orthodontic services unrelated to accidental injuries or management of cleft palate.
- Injuries associated with or resulting from the act of chewing.

- Maxillary or mandibular tooth implants (osseointegration) unrelated to accidental injuries or abnormal changes in the mouth due to injury or disease.

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**Dialysis**

**Covered:** Removal of toxic substances from the blood when the kidneys are unable to do so when provided as an inpatient in a hospital setting or as an outpatient in a Medicare-approved dialysis center.

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**Education Services for Diabetes**

**Covered:** Inpatient and outpatient training and education for the self-management of all types of diabetes mellitus.

All covered training or education must be prescribed by a licensed physician. Outpatient training or education must be provided by a state-certified program.

The state-certified diabetic education program helps any type of diabetic and his or her family understand the diabetes disease process and the daily management of diabetes.

**Benefits Maximum:**

- **10 hours** of outpatient diabetes self-management training provided within a 12-month period, plus follow-up training of up to two hours annually.

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**Emergency Services**

**Covered:** When treatment is for a medical condition manifested by acute symptoms of sufficient severity, including pain, that a prudent layperson, with an average knowledge of health and medicine, could reasonably expect absence of immediate medical attention to result in:

- Placing the health of the individual or, with respect to a pregnant woman, the health of the woman and her unborn child, in serious jeopardy; or
- Serious impairment to bodily function; or

- Serious dysfunction of any bodily organ or part.

In an emergency situation, if you cannot reasonably reach a PPO Provider, covered services will be reimbursed as though they were received from a PPO Provider.

However, because we do not have contracts with Out-of-Network Providers and they may not accept our payment arrangements, you are responsible for any difference between the amount charged and our amount paid for a covered service.

**See Also:**

*Out-of-Network Providers*, page 47.

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## Fertility and Infertility Services

**Covered:**

- Fertility prevention, such as tubal ligation (or its equivalent) or vasectomy (initial surgery only).
- Infertility testing and treatment for infertile members including in vitro fertilization, gamete intrafallopian transfer (GIFT), and pronuclear stage transfer (PROST).

**Benefits Maximum:**

- **\$15,000** per lifetime for infertility transfer procedures.

**Not Covered:**

- Infertility treatment if the infertility is the result of voluntary sterilization.
- The collection or purchase of donor semen (sperm) or oocytes (eggs) when performed in connection with fertility or infertility procedures or for any other reason or service; freezing and storage of sperm, oocytes, or embryos; surrogate parent services.
- Reversal of a tubal ligation (or its equivalent) or vasectomy.

**See Also:**

*Prescription Drugs* later in this section.

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## Genetic Testing

**Covered:** Genetic molecular testing (specific gene identification) and related counseling are covered when both of the following requirements are met:

- You are an appropriate candidate for a test under medically recognized standards (for example, family background, past diagnosis, etc.).
- The outcome of the test is expected to determine a covered course of treatment or prevention and is not merely informational.

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## Hearing Services

**Covered:**

- Hearing examinations, but only to test or treat hearing loss related to an illness or injury.

**Not Covered:**

- Hearing aids.
- Routine hearing examinations.

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## Home Health Services

**Covered:** All of the following requirements must be met in order for home health services to be covered:

- You require a medically necessary skilled service such as skilled nursing, physical therapy, or speech therapy.
- Services are received from an agency accredited by the Joint Commission for Accreditation of Health Care Organizations (JCAHO) and/or a Medicare-certified agency.
- Services are prescribed by a physician and approved by Wellmark for the treatment of illness or injury.
- Services are not more costly than alternative services that would be effective for diagnosis and treatment of your condition.

The following are covered services and supplies:

**Home Health Aide Services**—when provided in conjunction with a medically necessary skilled service also received in the home.

**Short-Term Home Skilled**

**Nursing.** Treatment must be given by a registered nurse (R.N.) or licensed practical nurse (L.P.N.) from an agency accredited by the Joint Commission for Accreditation of Health Care Organizations (JCAHO) or a Medicare-certified agency. Short-term home skilled nursing means home skilled nursing care that:

- is provided for a definite limited period of time as a safe transition from other levels of care when medically necessary;
- provides teaching to caregivers for ongoing care; or
- provides short-term treatments that can be safely administered in the home setting.

The daily benefit for short-term home skilled nursing services will not exceed Wellmark's daily maximum allowable fee for care in a skilled nursing facility. Benefits do not include maintenance or custodial care or services provided for the convenience of the family caregiver.

**Inhalation Therapy.**

**Medical Equipment.**

**Medical Social Services.**

**Medical Supplies.**

**Occupational Therapy**—but only for services to treat the upper extremities, which means the arms from the shoulders to the fingers. You are not covered for occupational therapy supplies.

**Oxygen and Equipment** for its administration.

**Parenteral and Enteral Nutrition**, except enteral formula administered orally.

**Physical Therapy.**

**Prescription Drugs and Medicines** administered in the vein or muscle.

**Prosthetic Devices and Braces.**

**Speech Therapy.**

**Not Covered:**

- Custodial home care services and supplies, which help you with your daily living activities. This type of care does not require the continuing attention and assistance of licensed medical or trained paramedical personnel. Some examples of custodial care are assistance in walking and getting in and out of bed; aid in bathing, dressing, feeding, and other forms of assistance with normal bodily functions; preparation of special diets; and supervision of medication that can usually be self-administered. You are also not covered for sanitarium care or rest cures.
- Extended home skilled nursing.

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**Home/Durable Medical Equipment**

**Covered:** Equipment that meets all of the following requirements:

- The equipment is ordered by a provider within the scope of his or her license and there is a written prescription.
- Durable enough to withstand repeated use.
- Primarily and customarily manufactured to serve a medical purpose.
- Used to serve a medical purpose.
- Standard or basic home/durable medical equipment that will adequately meet the medical needs and that does not have certain deluxe/luxury or convenience upgrade or add-on features.

In addition, we determine whether to pay the rental amount or the purchase price

amount for an item, and we determine the length of any rental term. Benefits will never exceed the lesser of the amount charged or the maximum allowable fee.

**See Also:**

*Medical and Surgical Supplies and Personal Convenience Items* later in this section.

*Orthotics* later in this section.

*Prosthetic Devices* later in this section.

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## Hospice Services

**Covered:** Care (generally in a home setting) for patients who are terminally ill and who have a life expectancy of six months or less. Hospice care covers the same services as described under *Home Health Services*, as well as hospice respite care from a facility approved by Medicare or by the Joint Commission for Accreditation of Health Care Organizations (JCAHO).

Hospice respite care offers rest and relief help for the family caring for a terminally ill patient. Inpatient respite care can take place in a nursing home, nursing facility, or hospital.

**Benefits Maximum:**

- **15 days** per lifetime for inpatient hospice respite care.
- **15 days** per lifetime for outpatient hospice respite care.
- Not more than **five days** of hospice respite care at a time.

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## Hospitals and Facilities

**Covered:** Hospitals and other facilities that meet standards of licensing, accreditation or certification. Following are some recognized facilities:

**Ambulatory Surgical Facility.** This type of facility provides surgical services on an outpatient basis for patients who do not need to occupy an inpatient hospital bed and must be licensed as an ambulatory surgical facility under applicable law.

**Chemical Dependency Treatment Facility.** This type of facility must be licensed as a chemical dependency treatment facility under applicable law.

**Community Mental Health Center.** This type of facility provides treatment of mental health conditions and must be licensed as a community mental health center under applicable law.

**Hospital.** This type of facility provides for the diagnosis, treatment, or care of injured or sick persons on an inpatient and outpatient basis. The facility must be licensed as a hospital under applicable law.

**Nursing Facility.** This type of facility provides continuous skilled nursing services as ordered and certified by your attending physician on an inpatient basis for short-term care. Benefits do not include maintenance or custodial care or services provided for the convenience of the family caregiver. The facility must be licensed as a nursing facility under applicable law.

**Psychiatric Medical Institution for Children (PMIC).** This type of facility provides inpatient psychiatric services to children and is licensed as a PMIC under Iowa Code Chapter 135H.

Precertification is required. For information on how to precertify, refer to *Precertification in the Notification Requirements and Care Coordination* section of this summary plan description, or call the Customer Service number on your ID card.

**Urgent Care Center.** This type of facility provides medical care without an appointment during all hours of operation to walk-in patients of all ages who are ill or injured and require immediate care but may not require the services of a hospital emergency room.

**Not Covered:**

- Long Term Acute Care Facility.

- Room and board provided while a patient at an intermediate care facility or similar level of care.

**See Also:**

*Chemical Dependency Treatment* earlier in this section.

*Mental Health Services* later in this section.

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## Illness or Injury Services

**Covered:**

- Services or supplies used to treat any bodily disorder, bodily injury, disease, or mental health condition unless specifically addressed elsewhere in this section. This includes pregnancy and complications of pregnancy.
- Routine foot care related to the treatment of a metabolic, neurological, or peripheral vascular disease.

Treatment may be received from an approved provider in any of the following settings:

- Home.
- Inpatient (such as a hospital or nursing facility).
- Office (such as a doctor's office).
- Outpatient.

**Not Covered:**

- Long term acute care services typically provided by a long term acute care facility.
- Room and board provided while a patient at an intermediate care facility or similar level of care.
- Routine foot care, including related services or supplies, except as described under *Covered*.

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## Inhalation Therapy

**Covered:** Respiratory or breathing treatments to help restore or improve breathing function.

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## Maternity Services

**Covered:** Prenatal and postnatal care, delivery, including complications of

pregnancy. A complication of pregnancy refers to a cesarean section that was not planned, an ectopic pregnancy that is terminated, or a spontaneous termination of pregnancy that occurs during a period of gestation in which a viable birth is not possible. Complications of pregnancy also include conditions requiring inpatient hospital admission (when pregnancy is not terminated) whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy or are caused by pregnancy.

In accordance with federal or applicable state law, maternity services include a minimum of:

- 48 hours of inpatient care (in addition to the day of delivery care) following a vaginal delivery, or
- 96 hours of inpatient care (in addition to the day of delivery) following a cesarean section.

A practitioner is not required to seek Wellmark's review in order to prescribe a length of stay of less than 48 or 96 hours. The attending practitioner, in consultation with the mother, may discharge the mother or newborn prior to 48 or 96 hours, as applicable.

If the inpatient hospital stay is shorter, coverage includes two follow-up postpartum home visits by a registered nurse (R.N.). This nurse must be from a home health agency under contract with Wellmark or employed by the delivering physician.

If you have a newborn child, but you do not add that child to your coverage, your newborn child may be added to your coverage solely for the purpose of administering benefits for the newborn during the first 48 hours following a vaginal delivery or 96 hours following a cesarean delivery. If that occurs, a separate deductible and coinsurance will be applied to your newborn child unless your coverage specifically waives the deductible or coinsurance for your newborn child.

**See Also:**

*Coverage Change Events*, page 53.

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## Medical and Surgical Supplies and Personal Convenience Items

**Covered:** Medical supplies and devices such as:

- Dressings and casts.
- Oxygen and equipment needed to administer the oxygen.
- Diabetic equipment and supplies including insulin syringes purchased from a covered home/durable medical equipment provider.

**Not Covered:** Unless otherwise required by law, supplies, equipment, or drugs available for general retail purchase or items used for your personal convenience including, but not limited to:

- Band-aids, gauze, bandages, tape, non-sterile gloves, thermometers, heating pads, cooling devices, cold packs, heating devices, hot water bottles, home enema equipment, sterile water, bed boards, alcohol wipes, or incontinence products;
- Elastic stockings or bandages including trusses, lumbar braces, garter belts, and similar items that can be purchased without a prescription;
- Escalators, elevators, ramps, stair glides, emergency/alert equipment, handrails, heat appliances, improvements made to a member's house or place of business, or adjustments made to vehicles;
- Household supplies including, but not limited to: deluxe/luxury equipment or non-essential features, such as motor-driven chairs or bed, electric stair chairs or elevator chairs, or sitz bath;
- Items not primarily and customarily manufactured to serve a medical purpose or which can be used in the absence of illness or injury including, but not limited to, air conditioners, hot tubs, or swimming pools;

- Items that do not serve a medical purpose or are not needed to serve a medical purpose;
- Rental or purchase of equipment if you are in a facility which provides such equipment;
- Rental or purchase of exercise cycles, physical fitness, exercise and massage equipment, ultraviolet/tanning equipment, or traction devices; and
- Water purifiers, hypo-allergenic pillows, mattresses or waterbeds, whirlpool, spa, air purifiers, humidifiers, or dehumidifiers.

**See Also:**

*Home/Durable Medical Equipment* earlier in this section.

*Orthotics* later in this section.

*Prosthetic Devices* later in this section.

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## Mental Health Services

**Covered:** Treatment for certain psychiatric, psychological, or emotional conditions as an inpatient or outpatient. Covered facilities for mental health services include licensed and accredited residential treatment facilities and community mental health centers.

To qualify for mental health treatment benefits, the following requirements must be met:

- The disorder is classified as a mental health condition in the *Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM-V)* or subsequent revisions.
- The disorder is listed only as a mental health condition and not dually listed elsewhere in the most current version of *International Classification of Diseases, Clinical Modification* used for diagnosis coding.

**Licensed Psychiatric or Mental Health Treatment Program Services.** Benefits are available for mental health treatment in the following settings:



- Treatment provided in an office visit, or outpatient setting;
- Treatment provided in an intensive outpatient setting;
- Treatment provided in an outpatient partial hospitalization setting;
- Individual, group, or family therapy provided in a clinically managed low intensity residential treatment setting, also known as supervised living;
- Treatment, including room and board, provided in a clinically managed medium or high intensity residential treatment setting;
- Psychiatric observation;
- Care provided in a psychiatric residential crisis program;
- Care provided in a medically monitored intensive inpatient setting; and
- For inpatient, medically managed acute care for patients whose condition requires the resources of an acute care general hospital or a medically managed inpatient treatment program.

**Not Covered:** Treatment for:

- Certain disorders related to early childhood, such as academic underachievement disorder.
- Communication disorders, such as stuttering and stammering.
- Impulse control disorders.
- Conditions that are not pervasive developmental and learning disorders.
- Sensitivity, shyness, and social withdrawal disorders.
- Sexual disorders.
- Room and board provided while participating in a clinically managed low intensity residential treatment setting, also known as supervised living.
- Recreational activities or therapy, social activities, meals, excursions or other activities not considered clinical treatment, while participating in residential psychiatric treatment programs.

**See Also:**

*Chemical Dependency Treatment and Hospitals and Facilities* earlier in this section.

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## Morbid Obesity Treatment

**Covered:** Weight reduction surgery provided the surgery is medically necessary for your condition. Not all procedures classified as weight reduction surgery are covered.

**Not Covered:**

- Weight reduction programs or supplies (including dietary supplements, foods, equipment, lab testing, examinations, and prescription drugs), whether or not weight reduction is medically appropriate.

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## Motor Vehicles

**Not Covered:** Purchase or rental of motor vehicles such as cars or vans. You are also not covered for equipment or costs associated with converting a motor vehicle to accommodate a disability.

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## Musculoskeletal Treatment

**Covered:** Outpatient nonsurgical treatment of ailments related to the musculoskeletal system, such as manipulations or related procedures to treat musculoskeletal injury or disease.

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## Nonmedical or Administrative Services

**Not Covered:** Such services as telephone consultations, charges for failure to keep scheduled appointments, charges for completion of any form, charges for medical information, recreational therapy and other sensory-type activities, administrative services (such as interpretive services, pre-care assessments, health risk assessments, case management, care coordination, or development of treatment plans) when billed separately, and any services or supplies that are nonmedical.

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## Nutritional and Dietary Supplements

### Covered:

- Nutritional and dietary supplements prescribed by a physician for permanent inborn errors of metabolism, such as PKU.
- Enteral and nutritional therapy only when prescribed feeding is administered through a feeding tube, except for permanent inborn errors of metabolism.

**Not Covered:** Other prescription and non-prescription nutritional and dietary supplements including, but not limited to:

- Herbal products.
- Fish oil products.
- Medical foods, except as described under *Covered*.
- Minerals.
- Supplementary vitamin preparations.
- Multivitamins.

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## Occupational Therapy

**Covered:** Occupational therapy services are covered when all the following requirements are met:

- Services are to treat the upper extremities, which means the arms from the shoulders to the fingers.
- The goal of the occupational therapy is improvement of an impairment or functional limitation.
- The potential for rehabilitation is significant in relation to the extent and duration of services.
- The expectation for improvement is in a reasonable (and generally predictable) period of time.
- There is evidence of improvement by successive objective measurements whenever possible.

### Not Covered:

- Occupational therapy supplies.
- Occupational therapy provided as an inpatient in the absence of a separate

medical condition that requires hospitalization.

- Occupational therapy performed for maintenance.
- Occupational therapy services that do not meet the requirements specified under *Covered*.

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## Orthotics

**Covered:** Orthotics training.

**Not Covered:** Orthotic foot devices such as arch supports or in-shoe supports, orthopedic shoes, elastic supports, or examinations to prescribe or fit such devices.

### See Also:

*Home/Durable Medical Equipment* earlier in this section.

*Prosthetic Devices* later in this section.

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## Physical Therapy

**Covered:** Physical therapy services are covered when all the following requirements are met:

- The goal of the physical therapy is improvement of an impairment or functional limitation.
- The potential for rehabilitation is significant in relation to the extent and duration of services.
- The expectation for improvement is in a reasonable (and generally predictable) period of time.
- There is evidence of improvement by successive objective measurements whenever possible.

### Not Covered:

- Physical therapy provided as an inpatient in the absence of a separate medical condition that requires hospitalization.
- Physical therapy performed for maintenance.
- Physical therapy services that do not meet the requirements specified under *Covered*.

## Physicians and Practitioners

**Covered:** Most services provided by practitioners that are recognized by us and meet standards of licensing, accreditation or certification. Following are some recognized physicians and practitioners:

### **Advanced Registered Nurse**

**Practitioners (ARNP).** An ARNP is a registered nurse with advanced training in a specialty area who is registered with the Iowa Board of Nursing to practice in an advanced role with a specialty designation of certified clinical nurse specialist, certified nurse midwife, certified nurse practitioner, or certified registered nurse anesthetist.

### **Audiologists.**

### **Chiropractors.**

### **Doctors of Osteopathy (D.O.).**

### **Licensed Independent Social Workers.**

### **Medical Doctors (M.D.).**

**Occupational Therapists.** This provider is covered only when treating the upper extremities, which means the arms from the shoulders to the fingers.

### **Optometrists.**

### **Oral Surgeons.**

### **Physical Therapists.**

### **Physician Assistants.**

### **Podiatrists.**

**Psychologists.** Psychologists must have a doctorate degree in psychology with two years' clinical experience and meet the standards of a national register.

### **Speech Pathologists.**

### **See Also:**

*Choosing a Provider*, page 33.

## Prescription Drugs

### **Covered:**

- When you are an inpatient or outpatient of a facility.
- Any state sales tax associated with the purchase of a covered prescription drug.

Prescription drugs and medicines covered under your medical benefits include:

**Drugs and Biologicals.** Drugs and biologicals approved by the U.S. Food and Drug Administration. This includes such supplies as serum, vaccine, antitoxin, or antigen used in the prevention or treatment of disease.

### **Infertility Prescription Drugs.**

### **Intravenous Administration.**

Intravenous administration of nutrients, antibiotics, and other drugs and fluids when provided in the home (home infusion therapy).

**Take-Home Drugs.** Take-home drugs are drugs dispensed and billed by a hospital or other facility for a short-term supply.

### **Not Covered:**

- Antigen therapy.
- Medication Therapy Management (MTM) when billed separately.
- Prescription drugs that are not FDA-approved.
- Insulin.
- Prescription drugs and devices used to treat nicotine dependence.
- Prescription drugs other than as stated earlier in this section.

**Please note:** Prescription drugs other than as stated earlier in this section may be covered under your employer's prescription drug plan.

### **See Also:**

*Contraceptives* earlier in this section.

*Medical and Surgical Supplies and Personal Convenience Items* earlier in this section.

*Notification Requirements and Care Coordination*, page 39.

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## Preventive Care

**Covered:** Preventive care such as:

- Breastfeeding support, supplies, and one-on-one lactation consultant services, including counseling and education, provided during pregnancy and/or the duration of breastfeeding received from a provider acting within the scope of their licensure or certification under state law.
- Colonoscopies.
- Digital breast tomosynthesis (3D mammogram).
- Gynecological examinations.
- Mammograms.
- Medical evaluations and counseling for nicotine dependence per U.S. Preventive Services Task Force (USPSTF) guidelines.
- Pap smears.
- Physical examinations.
- Preventive items and services including, but not limited to:
  - Items or services with an “A” or “B” rating in the current recommendations of the United States Preventive Services Task Force (USPSTF);
  - Immunizations as recommended by the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention (ACIP);
  - Preventive care and screenings for infants, children and adolescents provided for in the guidelines supported by the Health Resources and Services Administration (HRSA); and
  - Preventive care and screenings for women provided for in guidelines supported by the HRSA.
- Well-child care including age-appropriate pediatric preventive services, as defined by current

recommendations for Preventive Pediatric Health Care of the American Academy of Pediatrics. Pediatric preventive services shall include, at minimum, a history and complete physical examination as well as developmental assessment, anticipatory guidance, immunizations, and laboratory services including, but not limited to, screening for lead exposure as well as blood levels.

### Benefits Maximum:

- Well-child care until the child reaches age seven.
- **One** routine physical examination per benefit year.
- **One** routine mammogram per benefit year.

**Please note:** Physical examination limits do not include items or services with an “A” or “B” rating in the current recommendations of the USPSTF, immunizations as recommended by ACIP, and preventive care and screening guidelines supported by the HRSA, as described under *Covered*.

### Not Covered:

- Periodic physicals or health examinations, screening procedures, or immunizations performed solely for school, sports, employment, insurance, licensing, or travel, or other administrative purposes.
- Group lactation consultant services.

### See Also:

*Hearing Services* earlier in this section.

*Vision Services* later in this section.

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## Prosthetic Devices

**Covered:** Devices used as artificial substitutes to replace a missing natural part of the body or to improve, aid, or increase the performance of a natural function.

Also covered are braces, which are rigid or semi-rigid devices commonly used to support a weak or deformed body part or to

restrict or eliminate motion in a diseased or injured part of the body. Braces do not include elastic stockings, elastic bandages, garter belts, arch supports, orthodontic devices, or other similar items.

**Not Covered:**

- Devices such as air conduction hearing aids or examinations for their prescription or fitting.
- Elastic stockings or bandages including trusses, lumbar braces, garter belts, and similar items that can be purchased without a prescription.

**See Also:**

*Home/Durable Medical Equipment* earlier in this section.

*Medical and Surgical Supplies and Personal Convenience Items* earlier in this section.

*Orthotics* earlier in this section.

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## Reconstructive Surgery

**Covered:** Reconstructive surgery primarily intended to restore function lost or impaired as the result of an illness, injury, or a birth defect (even if there is an incidental improvement in physical appearance) including breast reconstructive surgery following mastectomy. Breast reconstructive surgery includes the following:

- Reconstruction of the breast on which the mastectomy has been performed.
- Surgery and reconstruction of the other breast to produce a symmetrical appearance.
- Prostheses.
- Treatment of physical complications of the mastectomy, including lymphedemas.

**See Also:**

*Cosmetic Services* earlier in this section.

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## Self-Help Programs

**Not Covered:** Self-help and self-cure products or drugs.

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## Sleep Apnea Treatment

**Covered:** Obstructive sleep apnea diagnosis and treatments.

**Not Covered:** Treatment for snoring without a diagnosis of obstructive sleep apnea.

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## Social Adjustment

**Not Covered:** Services or supplies intended to address social adjustment or economic needs that are typically not medical in nature.

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## Speech Therapy

**Covered:** Rehabilitative speech therapy services when related to a specific illness, injury, or impairment, including speech therapy services for the treatment of autism spectrum disorder that involve the mechanics of phonation, articulation, or swallowing. Services must be provided by a licensed or certified speech pathologist.

**Not Covered:**

- Speech therapy services not provided by a licensed or certified speech pathologist.
- Speech therapy to treat certain developmental, learning, or communication disorders, such as stuttering and stammering.

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## Surgery

**Covered.** This includes the following:

- Major endoscopic procedures.
- Operative and cutting procedures.
- Preoperative and postoperative care.

**See Also:**

*Dental Services* earlier in this section.

*Reconstructive Surgery* earlier in this section.

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## Telehealth Services

**Covered:** You are covered for telehealth services delivered to you by a covered practitioner acting within the scope of his or

her license or certification or by a practitioner contracting through Doctor on Demand via real-time, interactive audio-visual technology or web-based mobile device or similar electronic-based communication network. Services must be delivered in accordance with applicable law and generally accepted health care practices.

**Please note:** Members can access telehealth services from Doctor on Demand through the Doctor on Demand mobile application or through [myWellmark.com](http://myWellmark.com).

**Not Covered:** Medical services provided through means other than interactive, real-time audio-visual technology, including, but not limited to, audio-only telephone, electronic mail message, or facsimile transmission.

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## Temporomandibular Joint Disorder (TMD)

**Covered.**

**Not Covered:** Dental extractions, dental restorations, or orthodontic treatment for temporomandibular joint disorders.

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## Transplants

**Covered:**

- Certain bone marrow/stem cell transfers from a living donor.
- Cornea.
- Heart.
- Heart and lung.
- Kidney.
- Liver.
- Lung.
- Pancreas.
- Simultaneous pancreas/kidney.
- Small bowel.

You are also covered for the medically necessary expenses of transporting the recipient when the transplant organ for the recipient is available for transplant.

Transplants are subject to case management.

Charges related to the donation of an organ are usually covered by the recipient's medical benefits plan. However, if donor charges are excluded by the recipient's plan, and you are a donor, the charges will be covered by your medical benefits.

**Not Covered:**

- Expenses of transporting the recipient when the transplant organ for the recipient is not available for transplant.
- Expenses of transporting a living donor.
- Expenses related to the purchase of any organ.
- Services or supplies related to mechanical or non-human organs associated with transplants.
- Transplant services and supplies not listed in this section including complications.

**See Also:**

*Ambulance Services* earlier in this section.

*Case Management*, page 43.

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## Travel or Lodging Costs

**Not Covered.**

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## Vision Services

**Covered:**

- Vision examinations but only when related to an illness or injury.
- Eyeglasses, but only when prescribed as the result of cataract extraction.
- Contact lenses and associated lens fitting, but only when prescribed as the result of cataract extraction or when the underlying diagnosis is a corneal injury or corneal disease.

**Not Covered:**

- Surgery and services to diagnose or correct a refractive error, including intraocular lenses and laser vision correction surgery (e.g., LASIK surgery).
- Eyeglasses, contact lenses, or the examination for prescribing or fitting of eyeglasses or contact lenses, except when prescribed as the result of cataract

extraction or when the underlying diagnosis is a corneal injury or disease.

- Routine vision examinations.

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## Wigs or Hairpieces

**Covered:** Wigs and hairpieces are covered but only when related to hair loss resulting from medical treatment.

**Benefits Maximum:**

- **One** wig or hairpiece per lifetime.

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## X-ray and Laboratory Services

**Covered:** Tests, screenings, imagings, and evaluation procedures as identified in the American Medical Association's Current Procedural Terminology (CPT) manual, Standard Edition, under *Radiology Guidelines* and *Pathology and Laboratory Guidelines*.

**See Also:**

*Preventive Care* earlier in this section.

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## 4. General Conditions of Coverage, Exclusions, and Limitations

The provisions in this section describe general conditions of coverage and important exclusions and limitations that apply generally to all types of services or supplies.

### Conditions of Coverage

#### Medically Necessary

A key general condition in order for you to receive benefits is that the service, supply, device, or drug must be medically necessary. Even a service, supply, device, or drug listed as otherwise covered in *Details - Covered and Not Covered* may be excluded if it is not medically necessary in the circumstances. Unless otherwise required by law, Wellmark determines whether a service, supply, device, or drug is medically necessary, and that decision is final and conclusive.

Wellmark's medically necessary analysis and determinations apply to any service, supply, device, or drug including, but not limited to, medical, mental health, and chemical dependency treatment, as appropriate. Even though a provider may recommend a service or supply, it may not be medically necessary.

A medically necessary health care service is one that a provider, exercising prudent clinical judgment, provides to a patient for the purpose of preventing, evaluating, diagnosing or treating an illness, injury, disease or its symptoms, and is:

- Provided in accordance with generally accepted standards of medical practice. Generally accepted standards of medical practice are based on:
  - Nationally recognized utilization management standards as utilized by Wellmark; or
  - Credible scientific evidence published in peer-reviewed medical literature generally recognized by

the relevant medical community; and

- Physician Specialty Society recommendations and the views of physicians practicing in the relevant clinical area.
  - Clinically appropriate in terms of type, frequency, extent, site and duration, and considered effective for the patient's illness, injury or disease.
  - Not provided primarily for the convenience of the patient, physician, or other health care provider, and not more costly than an alternative service or sequence of services at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of the illness, injury or disease.
- An alternative service, supply, device, or drug may meet the criteria of medical necessity for a specific condition. If alternatives are substantially equal in clinical effectiveness and use similar therapeutic agents or regimens, we reserve the right to approve the least costly alternative.

If you receive services that are not medically necessary, you are responsible for the cost if:

- You receive the services from an Out-of-Network Provider; or
- You receive the services from a PPO or Participating provider in the Wellmark service area and:
  - The provider informs you in writing before rendering the services that Wellmark determined the services to be not medically necessary; and
  - The provider gives you a written estimate of the cost for such services and you agree in writing, before

receiving the services, to assume the payment responsibility.

If you do not receive such a written notice, and do not agree in writing to assume the payment responsibility for services that Wellmark determined are not medically necessary, the PPO or Participating provider is responsible for these amounts.

- You are also responsible for the cost if you receive services from a provider outside of the Wellmark service area that Wellmark determines to be not medically necessary. This is true even if the provider does not give you any written notice before the services are rendered.

### Member Eligibility

Another general condition of coverage is that the person who receives services must meet requirements for member eligibility. See *Coverage Eligibility and Effective Date*, page 49.

### General Exclusions

Even if a service, supply, device, or drug is listed as otherwise covered in *Details - Covered and Not Covered*, it is not eligible for benefits if any of the following general exclusions apply.

#### Investigational or Experimental

You are not covered for a service, supply, device, biological product, or drug that is investigational or experimental. You are also not covered for any care or treatments related to the use of a service, supply, device, biological product, or drug that is investigational or experimental. A treatment is considered investigational or experimental when it has progressed to limited human application but has not achieved recognition as being proven effective in clinical medicine. Our analysis of whether a service, supply, device, biological product, or drug is considered investigational or experimental is applied to medical, surgical, mental health, and

chemical dependency treatment services, as applicable.

To determine investigational or experimental status, we may refer to the technical criteria established by the Blue Cross Blue Shield Association, including whether a service, supply, device, biological product, or drug meets these criteria:

- It has final approval from the appropriate governmental regulatory bodies.
- The scientific evidence must permit conclusions concerning its effect on health outcomes.
- It improves the net health outcome.
- It is as beneficial as any established alternatives.
- The health improvement is attainable outside the investigational setting.

These criteria are considered by the Blue Cross Blue Shield Association's Medical Advisory Panel for consideration by all Blue Cross and Blue Shield member organizations. While we may rely on these criteria, the final decision remains at the discretion of our Medical Director, whose decision may include reference to, but is not controlled by, policies or decisions of other Blue Cross and Blue Shield member organizations. You may access our medical policies, with supporting information and selected medical references for a specific service, supply, device, biological product, or drug through our website, [Wellmark.com](http://Wellmark.com).

If you receive services that are investigational or experimental, you are responsible for the cost if:

- You receive the services from an Out-of-Network Provider; or
- You receive the services from a PPO or Participating provider in the Wellmark service area and:
  - The provider informs you in writing before rendering the services that Wellmark determined the services to

be investigational or experimental;  
and

- The provider gives you a written estimate of the cost for such services and you agree in writing, before receiving the services, to assume the payment responsibility.

If you do not receive such a written notice, and do not agree in writing to assume the payment responsibility for services that Wellmark determined to be investigational or experimental, the PPO or Participating provider is responsible for these amounts.

- You are also responsible for the cost if you receive services from a provider outside of the Wellmark service area that Wellmark determines to be investigational or experimental. This is true even if the provider does not give you any written notice before the services are rendered.

**See Also:**

*Clinical Trials*, page 13.

**Complications of a Noncovered Service**

You are not covered for a complication resulting from a noncovered service, supply, device, or drug. However, this exclusion does not apply to the treatment of complications resulting from:

- Smallpox vaccinations when payment for such treatment is not available through workers' compensation or government-sponsored programs; or
- A noncovered abortion.

**Nonmedical or Administrative Services**

You are not covered for telephone consultations, charges for failure to keep scheduled appointments, charges for completion of any form, charges for medical information, recreational therapy and other sensory-type activities, administrative services (such as interpretive services, pre-care assessments, health risk assessments, case management, care coordination, or

development of treatment plans) when billed separately, and any services or supplies that are nonmedical.

**Provider Is Family Member**

You are not covered for a service or supply received from a provider who is in your immediate family (which includes yourself, parent, child, or spouse or domestic partner).

**Covered by Other Programs or Laws**

You are not covered for a service, supply, device, or drug if:

- Someone else has the legal obligation to pay for services, has an agreement with you to not submit claims for services or, without this group health plan, you would not be charged.
- You require services or supplies for an illness or injury sustained while on active military status.

**Workers' Compensation**

You are not covered for services or supplies for which we learn or are notified by you, your provider, or our third party contractor that such services or supplies are related to a work related illness or injury, including services or supplies applied toward satisfaction of any deductible under your employer's workers' compensation coverage. We will comply with our statutory obligation regarding payment on claims on which workers' compensation liability is unresolved. You are also not covered for any services or supplies that could have been compensated under workers' compensation laws if:

- you did not comply with the legal requirements relating to notice of injury, timely filing of claims, and medical treatment authorization; or
- you rejected workers' compensation coverage.

The exclusion for services or supplies related to work related illness or injury does not exclude coverage for such illness or injury if you are exempt from coverage under Iowa's workers compensation

statutes pursuant to Iowa Code Section 85.1 (1)-(4), unless you or your employer has elected or assumed workers' compensation coverage as provided in Iowa Code Section 85.1(6).

For treatment of complications resulting from smallpox vaccinations, see *Complications of a Noncovered Service* earlier in this section.

## Benefit Limitations

Benefit limitations refer to amounts for which you are responsible under this group health plan. These amounts are not credited toward your out-of-pocket maximum. In addition to the exclusions and conditions described earlier, the following are examples of benefit limitations under this group health plan:

- A service or supply that is not covered under this group health plan is your responsibility.
- If a covered service or supply reaches a benefits maximum, it is no longer eligible for benefits. (A maximum may renew at the next benefit year.) See *Details – Covered and Not Covered*, page 11.
- If you receive benefits that reach a lifetime benefits maximum applicable to any specific service, then you are no longer eligible for benefits for that service under this group health plan. See *Benefits Maximums*, page 4, and *At a Glance—Covered and Not Covered*, page 7.
- If you do not obtain precertification for certain medical services, benefits can be reduced or denied. You are responsible for benefit reductions if you receive the services from an Out-of-Network Provider. You are responsible for benefit denials only if you are responsible (not your provider) for notification. A PPO Provider in Iowa or South Dakota will handle notification requirements for you. If you see a PPO Provider outside Iowa or South Dakota, you are responsible for notification

requirements. See *Notification Requirements and Care Coordination*, page 39.

- If you do not obtain prior approval for certain medical services, benefits will be denied on the basis that you did not obtain prior approval. Upon receiving an Explanation of Benefits (EOB) indicating a denial of benefits for failure to request prior approval, you will have the opportunity to appeal (see the *Appeals* section) and provide us with medical information for our consideration in determining whether the services were medically necessary and a benefit under your medical benefits. Upon review, if we determine the service was medically necessary and a benefit under your medical benefits, benefits for that service will be provided according to the terms of your medical benefits.

You are responsible for these benefit denials only if you are responsible (not your provider) for notification. A PPO Provider in Iowa or South Dakota will handle notification requirements for you. If you see a PPO Provider outside Iowa or South Dakota, you are responsible for notification requirements. See *Notification Requirements and Care Coordination*, page 39.

- The type of provider you choose can affect your benefits and what you pay. See *Choosing a Provider*, page 33, and *Factors Affecting What You Pay*, page 45. An example of a charge that depends on the type of provider includes, but is not limited to:
  - Any difference between the provider's amount charged and our amount paid is your responsibility if you receive services from an Out-of-Network Provider.

## 5. Choosing a Provider

### Provider Network

Under the medical benefits of this plan, your network of providers consists of PPO and Participating providers. All other providers are Out-of-Network Providers.

It relies on a preferred provider organization (PPO) network, which consists of providers that participate directly with the Wellmark Blue PPO network and providers that participate with other Blue Cross and/or Blue Shield preferred provider organizations (PPOs). These PPO Providers offer services to members of contracting medical benefits plans at a reduced cost, which usually results in the least expense for you.

Non-PPO providers are either Participating or Out-of-Network. If you are unable to utilize a PPO Provider, it is usually to your advantage to visit what we call a *Participating Provider*. Participating Providers participate with a Blue Cross and/or Blue Shield Plan in another state or service area, but not with a PPO.

Other providers are considered Out-of-Network, and you will usually pay the most for services you receive from them.

See *What You Pay*, page 3 and *Factors Affecting What You Pay*, page 45.

To determine if a provider participates with this medical benefits plan, ask your provider, refer to our online provider directory at *Wellmark.com*, or call the Customer Service number on your ID card. Our provider directory is also available upon request by calling the Customer Service number on your ID card.

Providers are independent contractors and are not agents or employees of Wellmark

Blue Cross and Blue Shield of Iowa. For types of providers that may be covered under your medical benefits, see *Hospitals and Facilities*, page 18 and *Physicians and Practitioners*, page 23.

**Please note:** Even if a specific provider type is not listed as a recognized provider type, Wellmark does not discriminate against a licensed health care provider acting within the scope of his or her state license or certification with respect to coverage under this plan.

**Please note:** Even though a facility may be PPO or Participating, particular providers within the facility may not be PPO or Participating providers. Examples include Out-of-Network physicians on the staff of a PPO or Participating hospital, home medical equipment suppliers, and other independent providers. Therefore, when you are referred by a PPO or Participating provider to another provider, or when you are admitted into a facility, always ask if the providers contract with a Blue Cross and/or Blue Shield Plan.

Always carry your ID card and present it when you receive services. Information on it, especially the ID number, is required to process your claims correctly.

Pharmacies that contract with our pharmacy benefits manager are considered Participating Providers. Pharmacies that do not contract with our pharmacy benefits manager are considered Out-of-Network Providers. To determine if a pharmacy contracts with our pharmacy benefits manager, ask the pharmacist, consult the directory of participating pharmacies on our website at *Wellmark.com*, or call the Customer Service number on your ID card.

Provider Comparison Chart	PPO	Participating	Out-of-Network
Accepts Blue Cross and/or Blue Shield payment arrangements.	Yes	Yes	No
Minimizes your payment obligations. See <i>What You Pay</i> , page 3.	Yes	No	No
Claims are filed for you.	Yes	Yes	No
Blue Cross and/or Blue Shield pays these providers directly.	Yes	Yes	No
Notification requirements are handled for you.	Yes*	No	No

\*If you visit a PPO Provider outside the Wellmark service area, you are responsible for notification requirements. See *Services Outside the Wellmark Service Area* later in this section.

## Services Outside the Wellmark Service Area

### BlueCard Program

This program ensures that members of any Blue Plan have access to the advantages of PPO Providers throughout the United States. Participating Providers have a contractual agreement with the Blue Cross or Blue Shield Plan in their home state (“Host Blue”). The Host Blue is responsible for contracting with and generally handling all interactions with its Participating Providers.

The BlueCard Program is one of the advantages of your coverage with Wellmark Blue Cross and Blue Shield. It provides conveniences and benefits outside the Wellmark service area similar to those you would have within our service area when you obtain covered medical services from a PPO Provider. Always carry your ID card (or BlueCard) and present it to your provider when you receive care. Information on it, especially the ID number, is required to process your claims correctly.

PPO Providers may not be available in some states. In this case, when you receive covered services from a non-PPO provider (i.e., a Participating or Out-of-Network provider), you will receive many of the same advantages as when you receive covered services from a PPO Provider. However,

because we do not have contracts with Out-of-Network Providers and they may not accept our payment arrangements, you are responsible for any difference between the amount charged and our amount paid for a covered service.

PPO Providers contract with the Blue Cross and/or Blue Shield preferred provider organization (PPO) in their home state.

When you receive covered services from PPO or Participating providers outside the Wellmark service area, all of the following statements are true:

- Claims are filed for you.
- These providers agree to accept payment arrangements or negotiated prices of the Blue Cross and/or Blue Shield Plan with which the provider contracts. These payment arrangements may result in savings.
- The group health plan payment is sent directly to the providers.
- Wellmark requires claims to be filed within 365 days following the date of service. However, if the PPO or Participating provider’s contract with the Host Blue has a requirement that a claim be filed in a timeframe exceeding 365 days following the date of service, Wellmark will process the claim according to the Host Blue’s contractual filing requirement. If you receive services from an Out-of-Network

Provider, the claim has to be filed within 365 days following the date of service.

Typically, when you receive covered services from PPO or Participating providers outside the Wellmark service area, you are responsible for notification requirements. See *Notification Requirements and Care Coordination*, page 39. However, if you are admitted to a BlueCard facility outside the Wellmark service area, any PPO or Participating provider should handle notification requirements for you.

We have a variety of relationships with other Blue Cross and/or Blue Shield Licensees. Generally, these relationships are called “Inter-Plan Arrangements.” These Inter-Plan Arrangements work based on rules and procedures issued by the Blue Cross Blue Shield Association (“Association”). Whenever you access healthcare services outside the Wellmark service area, the claim for those services may be processed through one of these Inter-Plan Arrangements. The Inter-Plan Arrangements are described in the following paragraphs.

When you receive care outside of our service area, you will receive it from one of two kinds of providers. Most providers (“Participating Providers”) contract with the local Blue Cross and/or Blue Shield Plan in that geographic area (“Host Blue”). Some providers (“Out-of-Network Providers”) don’t contract with the Host Blue. In the following paragraphs we explain how we pay both kinds of providers.

### **Inter-Plan Arrangements Eligibility – Claim Types**

All claim types are eligible to be processed through Inter-Plan Arrangements, as described previously, except for all dental care benefits (except when paid as medical benefits), and those prescription drug benefits or vision care benefits that may be administered by a third party contracted by us to provide the specific service or services.

### **BlueCard® Program**

Under the BlueCard® Program, when you receive covered services within the geographic area served by a Host Blue, we will remain responsible for doing what we agreed to in the contract. However, the Host Blue is responsible for contracting with and generally handling all interactions with its Participating Providers.

When you receive covered services outside Wellmark’s service area and the claim is processed through the BlueCard Program, the amount you pay for covered services is calculated based on the lower of:

- The billed charges for covered services; or
- The negotiated price that the Host Blue makes available to us.

Often, this “negotiated price” will be a simple discount that reflects an actual price that the Host Blue pays to your healthcare provider. Sometimes, it is an estimated price that takes into account special arrangements with your healthcare provider or provider group that may include types of settlements, incentive payments and/or other credits or charges. Occasionally, it may be an average price, based on a discount that results in expected average savings for similar types of healthcare providers after taking into account the same types of transactions as with an estimated price.

Estimated pricing and average pricing also take into account adjustments to correct for over- or underestimation of modifications of past pricing of claims, as noted previously. However, such adjustments will not affect the price we have used for your claim because they will not be applied after a claim has already been paid.

### **Inter-Plan Programs: Federal/State Taxes/Surcharges/Fees**

Federal or state laws or regulations may require a surcharge, tax, or other fee that applies to insured accounts. If applicable, we will include any such surcharge, tax, or

other fee as part of the claim charge passed on to you.

### **Out-of-Network Providers Outside the Wellmark Service Area**

**Your Liability Calculation.** When covered services are provided outside of our service area by Out-of-Network Providers, the amount you pay for such services will normally be based on either the Host Blue's Out-of-Network Provider local payment or the pricing arrangements required by applicable state law. In these situations, you may be responsible for the difference between the amount that the Out-of-Network Provider bills and the payment we will make for the covered services as set forth in this SPD. Federal or state law, as applicable, will govern payments for Out-of-Network emergency services.

In certain situations, we may use other payment methods, such as billed charges for covered services, the payment we would make if the healthcare services had been obtained within our service area, or a special negotiated payment to determine the amount we will pay for services provided by Out-of-Network Providers. In these situations, you may be liable for the difference between the amount that the Out-of-Network Provider bills and the payment we will make for the covered services as set forth in this SPD.

### **Care in a Foreign Country**

For covered services you receive in a country other than the United States, payment level assumes the provider category is Out-of-Network except for services received from providers that participate with Blue Cross Blue Shield Global Core.

### **Blue Cross Blue Shield Global® Core Program**

If you are outside the United States, the Commonwealth of Puerto Rico, and the U.S. Virgin Islands (hereinafter "BlueCard service area"), you may be able to take advantage of the Blue Cross Blue Shield Global Core Program when accessing

covered services. The Blue Cross Blue Shield Global Core Program is unlike the BlueCard Program available in the BlueCard service area in certain ways. For instance, although the Blue Cross Blue Shield Global Core Program assists you with accessing a network of inpatient, outpatient, and professional providers, the network is not served by a Host Blue. As such, when you receive care from providers outside the BlueCard service area, you will typically have to pay the providers and submit the claims yourself to obtain reimbursement for these services.

If you need medical assistance services (including locating a doctor or hospital) outside the BlueCard service area, you should call the Blue Cross Blue Shield Global Core Service Center at **800-810-BLUE** (2583) or call collect at **804-673-1177**, 24 hours a day, seven days a week. An assistance coordinator, working with a medical professional, can arrange a physician appointment or hospitalization, if necessary.

**Inpatient Services.** In most cases, if you contact the Blue Cross Blue Shield Global Core Service Center for assistance, hospitals will not require you to pay for covered inpatient services, except for your deductibles, coinsurance, etc. In such cases, the hospital will submit your claims to the Blue Cross Blue Shield Global Core Service Center to begin claims processing. However, if you paid in full at the time of service, you must submit a claim to receive reimbursement for covered services. **You must contact us to obtain precertification for non-emergency inpatient services.**

**Outpatient Services.** Physicians, urgent care centers and other outpatient providers located outside the BlueCard service area will typically require you to pay in full at the time of service. You must submit a claim to obtain reimbursement for covered services. See *Claims*, page 67.



### **Submitting a Blue Cross Blue Shield Global Core Claim**

When you pay for covered services outside the BlueCard service area, you must submit a claim to obtain reimbursement. For institutional and professional claims, you should complete a Blue Cross Blue Shield Global Core International claim form and send the claim form with the provider's itemized bill(s) to the Blue Cross Blue Shield Global Core Service Center (the address is on the form) to initiate claims processing. Following the instructions on the claim form will help ensure timely processing of your claim. The claim form is available from us, the Blue Cross Blue Shield Global Core Service Center, or online at [www.bcbsglobalcore.com](http://www.bcbsglobalcore.com). If you need assistance with your claim submission, you should call the Blue Cross Blue Shield Global Core Service Center at **800-810-BLUE** (2583) or call collect at **804-673-1177**, 24 hours a day, seven days a week.

Whenever possible, before receiving services outside the Wellmark service area, you should ask the provider if he or she participates with a Blue Cross and/or Blue Shield Plan in that state. To locate PPO Providers in any state, call **800-810-BLUE**, or visit [www.bcbs.com](http://www.bcbs.com).

Iowa and South Dakota comprise the Wellmark service area.

**Laboratory services.** You may have laboratory specimens or samples collected by a PPO Provider and those laboratory specimens may be sent to another laboratory services provider for processing or testing. If that laboratory services provider does not have a contractual relationship with the Blue Plan where the specimen was drawn,\* that provider will be considered an Out-of-Network Provider and you will be responsible for any applicable Out-of-Network Provider payment obligations and you may also be responsible for any difference between the amount charged and our amount paid for the covered service.

\*Where the specimen is drawn will be determined by which state the referring provider is located.

**Home/durable medical equipment.** If you purchase or rent home/durable medical equipment from a provider that does not have a contractual relationship with the Blue Plan where you purchased or rented the equipment, that provider will be considered an Out-of-Network Provider and you will be responsible for any applicable Out-of-Network Provider payment obligations and you may also be responsible for any difference between the amount charged and our amount paid for the covered service.

If you purchase or rent home/durable medical equipment and have that equipment shipped to a service area of a Blue Plan that does not have a contractual relationship with the home/durable medical equipment provider, that provider will be considered Out-of-Network and you will be responsible for any applicable Out-of-Network Provider payment obligations and you may also be responsible for any difference between the amount charged and our amount paid for the covered service. This includes situations where you purchase or rent home/durable medical equipment and have the equipment shipped to you in Wellmark's service area, when Wellmark does not have a contractual relationship with the home/durable medical equipment provider.

**Prosthetic devices.** If you purchase prosthetic devices from a provider that does not have a contractual relationship with the Blue Plan where you purchased the prosthetic devices, that provider will be considered an Out-of-Network Provider and you will be responsible for any applicable Out-of-Network Provider payment obligations and you may also be responsible for any difference between the amount charged and our amount paid for the covered service.

If you purchase prosthetic devices and have that equipment shipped to a service area of a Blue Plan that does not have a contractual relationship with the provider, that provider will be considered Out-of-Network and you will be responsible for any applicable Out-of-Network Provider payment obligations and you may also be responsible for any difference between the amount charged and our amount paid for the covered service. This includes situations where you purchase prosthetic devices and have them shipped to you in Wellmark's service area, when Wellmark does not have a contractual relationship with the provider.

**Talk to your provider.** Whenever possible, before receiving laboratory services, home/durable medical equipment, or prosthetic devices, ask your provider to utilize a provider that has a contractual arrangement with the Blue Plan where you received services, purchased or rented equipment, or shipped equipment, or ask your provider to utilize a provider that has a contractual arrangement with Wellmark.

To determine if a provider has a contractual arrangement with a particular Blue Plan or with Wellmark, call the Customer Service number on your ID card or visit our website, *Wellmark.com*.

See *Out-of-Network Providers*, page 47.

# 6. Notification Requirements and Care Coordination

Many services including, but not limited to, medical, surgical, mental health, and chemical dependency treatment services, require a notification to us or a review by us. If you do not follow notification requirements properly, you may have to pay for services yourself, so the information in this section is critical. For a complete list of services subject to notification or review, visit *Wellmark.com* or call the Customer Service number on your ID card.

## Providers and Notification Requirements

PPO or Participating providers in Iowa and South Dakota should handle notification requirements for you. If you are admitted to a PPO or Participating facility outside Iowa or South Dakota, the PPO or Participating provider should handle notification requirements for you.

If you receive any other covered services (i.e., services unrelated to an inpatient admission) from a PPO or Participating provider outside Iowa or South Dakota, or if you see an Out-of-Network Provider, you or someone acting on your behalf is responsible for notification requirements.

More than one of the notification requirements and care coordination programs described in this section may apply to a service. Any notification or care coordination decision is based on the medical benefits in effect at the time of your request. If your coverage changes for any reason, you may be required to repeat the notification process.

You or your authorized representative, if you have designated one, may appeal a denial or reduction of benefits resulting from these notification requirements and care coordination programs. See *Appeals*, page 77. Also see *Authorized Representative*, page 85.

## Precertification

<b>Purpose</b>	Precertification helps determine whether a service or admission to a facility is medically necessary. Precertification is required; however, it does not apply to maternity or emergency services.
<b>Applies to</b>	For a complete list of the services subject to precertification, visit <i>Wellmark.com</i> or call the Customer Service number on your ID card.
<b>Person Responsible for Obtaining Precertification</b>	<p><b>You</b> or someone acting on your behalf is responsible for obtaining precertification if:</p> <ul style="list-style-type: none"> <li>■ You receive services subject to precertification from an Out-of-Network Provider; or</li> <li>■ You receive non-inpatient services subject to precertification from a PPO or Participating provider outside Iowa or South Dakota;</li> </ul> <p><b>Your Provider</b> should obtain precertification for you if:</p> <ul style="list-style-type: none"> <li>■ You receive services subject to precertification from a PPO Provider in Iowa or South Dakota; or</li> <li>■ You receive inpatient services subject to precertification from a PPO or Participating provider outside Iowa or South Dakota.</li> </ul> <p><b>Please note:</b> If you are ever in doubt whether precertification has been obtained, call the Customer Service number on your ID card.</p>

<b>Process</b>	<p>When you, instead of your provider, are responsible for precertification, call the phone number on your ID card before receiving services.</p> <p>Wellmark will respond to a precertification request within:</p> <ul style="list-style-type: none"> <li>■ 72 hours in a medically urgent situation;</li> <li>■ 15 days in a non-medically urgent situation.</li> </ul> <p>Precertification requests must include supporting clinical information to determine medical necessity of the service or admission.</p> <p>After you receive the service(s), Wellmark may review the related medical records to confirm the records document the services subject to the approved precertification request. The medical records also must support the level of service billed and document that the services have been provided by the appropriate personnel with the appropriate level of supervision.</p>
<b>Importance</b>	<p>If you choose to receive services subject to precertification, you will be responsible for the charges as follows:</p> <ul style="list-style-type: none"> <li>■ If you receive services subject to precertification from an Out-of-Network Provider and we determine that the procedure was not medically necessary you will be responsible for the full charge.</li> <li>■ If you are admitted to a PPO or Participating inpatient facility, the provider, not you, will be responsible for any reduction for failure to complete the precertification process. <b>Please note:</b> It is important that you are aware of precertification requirements to help ensure that they are met.</li> <li>■ If you receive the services from an Out-of-Network Provider and we determine the procedure is medically necessary and otherwise covered, without precertification, benefits can be reduced by 50% of the maximum allowable fee, after which we subtract your applicable payment obligations. See <i>Maximum Allowable Fee</i>, page 47. You are subject to this benefit reduction only if you receive the services from an Out-of-Network Provider.</li> </ul> <p>Reduced or denied benefits that result from failure to follow notification requirements are not credited toward your out-of-pocket maximum. See <i>What You Pay</i>, page 3.</p>

## Notification

<b>Purpose</b>	Notification of most facility admissions and certain services helps us identify and initiate discharge planning or care coordination. Notification is required.
<b>Applies to</b>	For a complete list of the services subject to notification, visit <i>Wellmark.com</i> or call the Customer Service number on your ID card.

<b>Person Responsible</b>	<p>PPO Providers in the states of Iowa and South Dakota perform notification for you. However, you or someone acting on your behalf is responsible for notification if:</p> <ul style="list-style-type: none"> <li>■ You receive services subject to notification from a provider outside Iowa or South Dakota;</li> <li>■ You receive services subject to notification from a Participating or Out-of-Network provider.</li> </ul>
<b>Process</b>	<p>When you, instead of your provider, are responsible for notification, call the phone number on your ID card before receiving services, except when you are unable to do so due to a medical emergency. In the case of an emergency admission, you must notify us within one business day of the admission or the receipt of services or as soon as reasonably possible thereafter.</p>

**Prior Approval**

<b>Purpose</b>	<p>Prior approval helps determine whether a proposed treatment plan is medically necessary and a benefit under your medical benefits. Prior approval is required.</p>
<b>Applies to</b>	<p>For a complete list of the services subject to prior approval, visit <i>Wellmark.com</i> or call the Customer Service number on your ID card.</p>
<b>Person Responsible for Obtaining Prior Approval</b>	<p><b>You</b> or someone acting on your behalf is responsible for obtaining prior approval if:</p> <ul style="list-style-type: none"> <li>■ You receive services subject to prior approval from an Out-of-Network Provider; or</li> <li>■ You receive non-inpatient services subject to prior approval from a PPO or Participating provider outside Iowa or South Dakota.</li> </ul> <p><b>Your Provider</b> should obtain prior approval for you if:</p> <ul style="list-style-type: none"> <li>■ You receive services subject to prior approval from a PPO Provider in Iowa or South Dakota; or</li> <li>■ You receive inpatient services subject to prior approval from a PPO or Participating provider outside Iowa or South Dakota.</li> </ul> <p><b>Please note:</b> If you are ever in doubt whether prior approval has been obtained, call the Customer Service number on your ID card.</p>
<b>Process</b>	<p>When you, instead of your provider, are responsible for requesting prior approval, call the number on your ID card to obtain a prior approval form and ask the provider to help you complete the form.</p> <p>Wellmark will determine whether the requested service is medically necessary and eligible for benefits based on the written information submitted to us. We will respond to a prior approval request in writing to you and your provider within:</p> <ul style="list-style-type: none"> <li>■ 72 hours in a medically urgent situation.</li> <li>■ 15 days in a non-medically urgent situation.</li> </ul> <p>Prior approval requests must include supporting clinical information to determine medical necessity of the services or supplies.</p>

<b>Importance</b>	<p>If your request is approved, the service is covered provided other contractual requirements, such as member eligibility and benefits maximums, are observed. If your request is denied, the service is not covered, and you will receive a notice with the reasons for denial.</p> <p>If you do not request prior approval for a service, the benefit for that service will be denied on the basis that you did not request prior approval.</p> <p>Upon receiving an Explanation of Benefits (EOB) indicating a denial of benefits for failure to request prior approval, you will have the opportunity to appeal (see the <i>Appeals</i> section) and provide us with medical information for our consideration in determining whether the services were medically necessary and a benefit under your medical benefits. Upon review, if we determine the service was medically necessary and a benefit under your medical benefits, the benefit for that service will be provided according to the terms of your medical benefits.</p> <p>Approved services are eligible for benefits for a limited time. Approval is based on the medical benefits in effect and the information we had as of the approval date. If your coverage changes for any reason (for example, because of a new job or new medical benefits), an approval may not be valid. If your coverage changes before the approved service is performed, a new approval is recommended.</p> <p><b>Note:</b> When prior approval is required, and an admission to a facility is required for that service, the admission also may be subject to notification or precertification. See <i>Precertification</i> and <i>Notification</i> earlier in this section.</p>
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### Concurrent Review

<b>Purpose</b>	Concurrent review is a utilization review conducted during a member's facility stay or course of treatment at home or in a facility setting to determine whether the place or level of service is medically necessary. This care coordination program occurs without any notification required from you.
<b>Applies to</b>	For a complete list of the services subject to concurrent review, visit <i>Wellmark.com</i> or call the Customer Service number on your ID card.
<b>Person Responsible</b>	Wellmark
<b>Process</b>	<p>Wellmark may review your case to determine whether your current level of care is medically necessary.</p> <p>Responses to Wellmark's concurrent review requests must include supporting clinical information to determine medical necessity as a condition of your coverage.</p>
<b>Importance</b>	Wellmark may require a change in the level or place of service in order to continue providing benefits. If we determine that your current facility setting or level of care is no longer medically necessary, we will notify you, your attending physician, and the facility or agency at least 24 hours before your benefits for these services end.

## Case Management

<b>Purpose</b>	Case management is intended to identify and assist members with the most severe illnesses or injuries by collaborating with members, members' families, and providers to develop individualized care plans.
<b>Applies to</b>	<p>A wide group of members including those who have experienced potentially preventable emergency room visits; hospital admissions/readmissions; those with catastrophic or high cost health care needs; those with potential long term illnesses; and those newly diagnosed with health conditions requiring lifetime management. Examples where case management might be appropriate include but are not limited to:</p> <p>Brain or Spinal Cord Injuries</p> <p>Cystic Fibrosis</p> <p>Degenerative Muscle Disorders</p> <p>Hemophilia</p> <p>Pregnancy (high risk)</p> <p>Transplants</p>
<b>Person Responsible</b>	You, your physician, and the health care facility can work with Wellmark's case managers. Wellmark may initiate a request for case management.
<b>Process</b>	Members are identified and referred to the Case Management program through Customer Service and claims information, referrals from providers or family members, and self-referrals from members.
<b>Importance</b>	Case management is intended to identify and coordinate appropriate care and care alternatives including reviewing medical necessity; negotiating care and services; identifying barriers to care including contract limitations and evaluation of solutions outside the group health plan; assisting the member and family to identify appropriate community-based resources or government programs; and assisting members in the transition of care when there is a change in coverage.

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## 7. Factors Affecting What You Pay

How much you pay for covered services is affected by many different factors discussed in this section.

### Benefit Year

A benefit year is a period of 12 consecutive months beginning on January 1 or beginning on the day your coverage goes into effect. The benefit year starts over each January 1. Your benefit year continues even if your employer or group sponsor changes Wellmark group health plan benefits during the year or you change to a different plan offering mid-benefit year from your same employer or group sponsor.

Certain coverage changes result in your Wellmark identification number changing. In some cases, a new benefit year will start under the new ID number for the rest of the benefit year. In this case, the benefit year would be less than a full 12 months. In other cases (e.g., adding your spouse to your coverage) the benefit year would continue and not start over.

If you are an inpatient in a covered facility on the date of your annual benefit year renewal, your benefit limitations and payment obligations, including your deductible and out-of-pocket maximum, for facility services will renew and will be based on the benefit limitations and payment obligation amounts in effect on the date you were admitted. However, your payment obligations, including your deductible and out-of-pocket maximum, for practitioner services will be based on the payment obligation amounts in effect on the day you receive services.

The benefit year is important for calculating:

- Deductible.
- Coinsurance.
- Out-of-pocket maximum.
- Benefits maximum.

### How Coinsurance is Calculated

The amount on which coinsurance is calculated depends on the state where you receive a covered service and the contracting status of the provider.

#### PPO Providers in the Wellmark Service Area and Out-of-Network Providers

Coinsurance is calculated using the payment arrangement amount after the following amounts (if applicable) are subtracted from it:

- Deductible.
- Amounts representing any general exclusions and conditions. See *General Conditions of Coverage, Exclusions, and Limitations*, page 29.

#### PPO and Participating Providers Outside the Wellmark Service Area

The coinsurance for covered services is calculated on the lower of:

- The amount charged for the covered service, or
- The negotiated price that the Host Blue makes available to Wellmark after the following amounts (if applicable) are subtracted from it:
  - Deductible.
  - Amounts representing any general exclusions and conditions. See *General Conditions of Coverage, Exclusions, and Limitations*, page 29.

Often, the negotiated price will be a simple discount that reflects an actual price the local Host Blue paid to your provider. Sometimes, the negotiated price is an estimated price that takes into account special arrangements with your healthcare provider or provider group that may include

types of settlements, incentive payments, and/or other credits or charges. Occasionally, the negotiated price may be an average price based on a discount that results in expected average savings for similar types of healthcare providers after taking into account the same types of transactions as with an estimated price. Estimated pricing and average pricing, going forward, also take into account adjustments to correct for over- or under-estimation of modifications of past pricing for the types of transaction modifications noted previously. However, such adjustments will not affect the price we use for your claim because they will not be applied retroactively to claims already paid.

Occasionally, claims for services you receive from a provider that participates with a Blue Cross and/or Blue Shield Plan outside of Iowa or South Dakota may need to be processed by Wellmark instead of by the BlueCard Program. In that case, coinsurance is calculated using the payment arrangement amount for covered services after the following amounts (if applicable) are subtracted from it:

- Deductible.
- Amounts representing any general exclusions and conditions. See *General Conditions of Coverage, Exclusions, and Limitations*, page 29.

Laws in a small number of states may require the Host Blue Plan to add a surcharge to your calculation. If any state laws mandate other liability calculation methods, including a surcharge, Wellmark will calculate your payment obligation for any covered services according to applicable law. For more information, see *BlueCard Program*, page 34.

## Provider Network

Under the medical benefits of this plan, your network of providers consists of PPO and Participating providers. All other providers are Out-of-Network Providers.

## PPO Providers

Blue Cross and Blue Shield Plans have contracting relationships with PPO Providers. When you receive services from PPO Providers:

- The PPO payment obligation amounts may be waived or may be less than the Participating and Out-of-Network amounts for certain covered services. See *Waived Payment Obligations*, page 5.
- These providers agree to accept Wellmark's payment arrangements, or payment arrangements or negotiated prices of the Blue Cross and Blue Shield Plan with which the provider contracts. These payment arrangements may result in savings.
- The health plan payment is sent directly to the provider.

## Participating Providers

Wellmark and Blue Cross and/or Blue Shield Plans have contracting relationships with Participating Providers. Pharmacies that contract with our pharmacy benefits manager are considered Participating Providers. To determine if a pharmacy contracts with our pharmacy benefits manager, ask the pharmacist, consult the directory of participating pharmacies on our website at *Wellmark.com*, or call the Customer Service number on your ID card. When you receive services from Participating Providers:

- The Participating payment obligation amounts may be waived or may be less than the Out-of-Network amounts for certain covered services. See *Waived Payment Obligations*, page 5.
- These providers agree to accept Wellmark's payment arrangements, or payment arrangements or negotiated prices of the Blue Cross and Blue Shield Plan with which the provider contracts. These payment arrangements may result in savings.

- The health plan payment is sent directly to the provider.

## Out-of-Network Providers

Wellmark and Blue Cross and/or Blue Shield Plans do not have contracting relationships with Out-of-Network Providers, and they may not accept our payment arrangements. Pharmacies that do not contract with our pharmacy benefits manager are considered Out-of-Network Providers. Therefore, when you receive services from Out-of-Network Providers:

- You are responsible for any difference between the amount charged and our payment for a covered service. In the case of services received outside Iowa or South Dakota, our maximum payment for services by an Out-of-Network Provider will generally be based on either the Host Blue's Out-of-Network Provider local payment or the pricing arrangements required by applicable state law. In certain situations, we may use other payment bases, such as the amount charged for a covered service, the payment we would make if the services had been obtained within Iowa or South Dakota, or a special negotiated payment, as permitted under Inter-Plan Programs policies, to determine the amount we will pay for services you receive from Out-of-Network Providers. See *Services Outside the Wellmark Service Area*, page 34.
- Wellmark does not make claim payments directly to these providers. You are responsible for ensuring that your provider is paid in full.
- The group health plan payment for Out-of-Network hospitals, M.D.s, and D.O.s in Iowa is made payable to the provider, but the check is sent to you. You are responsible for forwarding the check to the provider (plus any billed balance you may owe).

## Amount Charged and Maximum Allowable Fee

### Amount Charged

The amount charged is the amount a provider charges for a service or supply, regardless of whether the services or supplies are covered under your medical benefits.

### Maximum Allowable Fee

The maximum allowable fee is the amount, established by Wellmark, using various methodologies, for covered services and supplies. Wellmark's amount paid may be based on the lesser of the amount charged for a covered service or supply or the maximum allowable fee.

## Payment Arrangements

### Payment Arrangement Savings

Wellmark has contracting relationships with PPO Providers. We use different methods to determine payment arrangements, including negotiated fees. These payment arrangements usually result in savings.

The savings from payment arrangements and other important amounts will appear on your Explanation of Benefits statement as follows:

- *Network Savings*, which reflects the amount you save on a claim by receiving services from a Participating or PPO provider. For the majority of services, the savings reflects the actual amount you save on a claim. However, depending on many factors, the amount we pay a provider could be different from the covered charge. Regardless of the amount we pay a Participating or PPO provider, your payment responsibility will always be based on the lesser of the covered charge or the maximum allowable fee.
- *Amount Not Covered*, which reflects the portion of provider charges not covered under your health benefits and for which you are responsible. This amount may include services or supplies not covered;

amounts in excess of a benefit maximum, benefit year maximum, or lifetime benefits maximum; reductions or denials for failure to follow a required precertification; and the difference between the amount charged and the maximum allowable fee for services from an Out-of-Network Provider. For general exclusions and examples of benefit limitations, see *General Conditions of Coverage, Exclusions, and Limitations*, page 29.

- *Amount Paid by Health Plan*, which reflects our payment responsibility to a provider or to you. We determine this amount by subtracting the following amounts (if applicable) from the amount charged:
  - Deductible.
  - Coinsurance.
  - Amounts representing any general exclusions and conditions.
  - Network savings.

except to the extent of any amounts you may owe.

### **Payment Method for Services**

When you receive a covered service or services that result in multiple claims, we will calculate your payment obligations based on the order in which we process the claims.

### **Provider Payment Arrangements**

Provider payment arrangements are calculated using industry methods including, but not limited to, fee schedules, per diems, percentage of charge, capitation, or episodes of care. Some provider payment arrangements may include an amount payable to the provider based on the provider's performance. Performance-based amounts that are not distributed are not allocated to your specific group or to your specific claims and are not considered when determining any amounts you may owe. We reserve the right to change the methodology we use to calculate payment arrangements based on industry practice or business need. PPO and Participating providers agree to accept our payment arrangements as full settlement for providing covered services,

## 8. Coverage Eligibility and Effective Date

### Enrollment Requirements

Each eligible employee who began work before the effective date of this coverage is eligible to enroll for this coverage on the effective date. New, eligible employees may enroll for coverage on the first day following 30 calendar days following the date of employment (subject to any new employment probationary period your group may have). The application must be received by us no later than 31 days following eligibility.

**Please note:** In addition to the preceding requirements, eligibility is affected by coverage enrollment events and coverage termination events. See *Coverage Change Events*, page 53.

### Eligibility Requirements

The following are eligibility requirements for participating in this health benefits plan.

**Full-time Employees.** An employee is eligible for medical and prescription drug coverage if he/she is a regular full-time employee as defined by his or her respective contract or employee statement of policy as defined by the City of Cedar Falls.

**Spouses.** A spouse of a plan member is eligible for coverage under a family plan. For definition of spouse, see *Glossary*, page 93.

**Children.** A child is eligible for coverage under a family plan if the child has one of the following relationships to the plan member or an enrolled spouse:

- A natural child.
- Legally adopted or placed for adoption (that is, you assume a legal obligation to provide full or partial support and intend to adopt the child).
- A child for whom you have legal guardianship.
- A stepchild.

- A foster child.
- A natural child a court orders to be covered.

A child who has been placed in your home for the purpose of adoption or whom you have adopted is eligible for coverage on the date of placement for adoption or the date of actual adoption, whichever occurs first.

**Please note:** You must notify us or your employer or group sponsor if you enter into an arrangement to provide surrogate parent services: Contact your employer or group sponsor or call the Customer Service number on your ID card.

In addition, a child must be one of the following:

- Under age 26.
- An unmarried full-time student enrolled in an accredited educational institution. Full-time student status continues during:
  - Regularly-scheduled school vacations; and
  - Medically necessary leaves of absence until the earlier of one year from the first day of leave or the date coverage would otherwise end.
- An unmarried child who is deemed disabled. The disability must have existed before the child turned age 26 or while the child was a full-time student. Wellmark considers a dependent disabled when he or she meets the following criteria:
  - Claimed as a dependent on the employee's, plan member's, subscriber's, policyholder's, or retiree's tax return; and
  - Enrolled in and receiving Medicare benefits due to disability; or
  - Enrolled in and receiving Social Security benefits due to disability.
 Documentation will be required.

**Retirees.** You are eligible to continue participating under this health benefits plan if you are covered under this plan on the date that your employment ends with this employer or group sponsor, and any one of the following also applies on that date:

- You have been determined to be eligible to receive a pension benefit from the Iowa Public Employee Retirement System (IPERS) as a result of your own disability or age and service status;
- You have been determined to be eligible for Social Security Disability benefits as a result of your own disability; or
- You have been determined to be eligible for Iowa Code Chapter 411 retirement benefits as a result of your own disability or age and service status.

**Retiree Enrollment And Effective Date.** The retiree's request for permission from the City to participate in the plan must be filed with the City within thirty (30) days prior to the date eligibility as an active employee terminates due to retirement, or thirty (30) days after the date eligibility as an active employee terminates due to retirement.

**Self-Payment Provisions.** The first payment (which will include payment for all months since coverage terminated) must be received by the City within forty-five (45) days of the date the retiree elected to continue coverage under the self-payment provisions for retirees. Each subsequent payment is due by the first day of the month for which coverage is intended, and shall be considered timely if received within thirty (30) days of the due date. If payment is not received in a timely manner coverage will terminate retroactive to the last day of the month for which coverage was paid.

## When Coverage Begins

Coverage begins on the member's effective date. If you have just started a new job, or if a coverage enrollment event allows you to add a new member, ask your employer or group sponsor about your effective date.

Services received before the effective date of coverage are not eligible for benefits.

## Late Enrollees

A late enrollee is a member who declines coverage when initially eligible to enroll and then later wishes to enroll for coverage. However, a member is not a late enrollee if a qualifying enrollment event allows enrollment as a special enrollee, even if the enrollment event coincides with a late enrollment opportunity. See *Coverage Change Events*, page 53.

A late enrollee may enroll for coverage only at open enrollment.

## Leave of Absence

Active employees may be entitled to a leave of absence in accordance with the following provisions:

### Leave of Absence (Paid and Unpaid)

During any period for which an active employee is granted by the City an approved paid leave of absence, such active employee will continue to be an active employee under the terms of the plan for the leave of absence period approved by the City. The employee portion of the contribution will be required from the active employee to continue coverage. During any period for which an active employee is granted by the City an approved unpaid leave of absence, such active employee will continue to be an active employee under the terms of the plan for the leave of absence period approved by the City. The entire contribution will be required from the active employee to continue coverage. Coverage will terminate under this provision upon expiration of approved leave of absence, or when contributions are not remitted in a timely manner. Upon termination of coverage under this provision, former active employees may then elect to continue coverage as specified under the *COBRA Continuation* section.

### **Temporary Layoff**

During any period for which an active employee incurs a temporary layoff and on a basis precluding individual selection, the entire contribution will be required from the individual to continue coverage during the layoff period. Coverage will terminate under this provision when layoff is no longer considered temporary, or when the required contributions are not remitted in a timely manner. Upon termination of coverage under this provision, former active employees may then elect to continue coverage as specified under the COBRA Continuation section.

### **Changes to Information Related to You or to Your Benefits**

Wellmark may, from time to time, permit changes to information relating to you or to your benefits. In such situations, Wellmark shall not be required to reprocess claims as a result of any such changes.

### **Qualified Medical Child Support Order**

If you have a dependent child and you or your spouse's employer or group sponsor receives a Medical Child Support Order recognizing the child's right to enroll in this group health plan or in your spouse's benefits plan, the employer or group sponsor will promptly notify you or your spouse and the dependent that the order has been received. The employer or group sponsor also will inform you or your spouse and the dependent of its procedures for determining whether the order is a Qualified Medical Child Support Order (QMCSO). Participants and beneficiaries can obtain, without charge, a copy of such procedures from the plan administrator.

A QMCSO specifies information such as:

- Your name and last known mailing address.
- The name and mailing address of the dependent specified in the court order.

- A reasonable description of the type of coverage to be provided to the dependent or the manner in which the type of coverage will be determined.
- The period to which the order applies.

A Qualified Medical Child Support Order cannot require that a benefits plan provide any type or form of benefit or option not otherwise provided under the plan, except as necessary to meet requirements of Iowa Code Chapter 252E (2001) or Social Security Act Section 1908 with respect to group health plans.

The order and the notice given by the employer or group sponsor will provide additional information, including actions that you and the appropriate insurer must take to determine the dependent's eligibility and procedures for enrollment in the benefits plan, which must be done within specified time limits.

If eligible, the dependent will have the same coverage as you or your spouse and will be allowed to enroll immediately. You or your spouse's employer or group sponsor will withhold any applicable share of the cost of the dependent's health care coverage from your compensation and forward this amount to us.

If you are subject to a waiting period that expires more than 90 days after we receive the QMCSO, your employer or group sponsor must notify us when you become eligible for enrollment. Enrollment of the dependent will commence after you have satisfied the waiting period.

The dependent may designate another person, such as a custodial parent or legal guardian, to receive copies of explanations of benefits, checks, and other materials.

Your employer or group sponsor may not revoke enrollment or eliminate coverage for a dependent unless the employer or group

sponsor receives satisfactory written evidence that:

- The court or administrative order requiring coverage in a group health plan is no longer in effect;
- The dependent's eligibility for or enrollment in a comparable benefits plan that takes effect on or before the date the dependent's enrollment in this group health plan terminates; or
- The employer eliminates dependent health coverage for all employees.

The employer or group sponsor is not required to maintain the dependent's coverage if:

- You or your spouse no longer pay the cost of coverage because the employer or group sponsor no longer owes compensation; or
- You or your spouse have terminated employment with the employer and have not elected to continue coverage.

## Family and Medical Leave Act of 1993

The Family and Medical Leave Act of 1993 (FMLA), requires a covered employer to allow an employee with 12 months or more of service who has worked for 1,250 hours over the previous 12 months and who is employed at a worksite where 50 or more employees are employed by the employer within 75 miles of that worksite a total of 12 weeks of leave per fiscal year for the birth of a child, placement of a child with the employee for adoption or foster care, care for the spouse, child or parent of the employee if the individual has a serious health condition or because of a serious health condition, the employee is unable to perform any one of the essential functions of the employee's regular position. In addition, FMLA requires an employer to allow eligible employees to take up to 12 weeks of leave per 12-month period for qualifying exigencies arising out of a covered family member's active military duty in support of a contingency operation

and to take up to 26 weeks of leave during a single 12-month period to care for a covered family member recovering from a serious illness or injury incurred in the line of duty during active service.

Any employee taking a leave under the FMLA shall be entitled to continue the employee's benefits during the duration of the leave. The employer must continue the benefits at the level and under the conditions of coverage that would have been provided if the employee had remained employed. **Please note:** The employee is still responsible for paying their share of the premium if applicable. If the employee for any reason fails to return from the leave, the employer may recover from the employee that premium or portion of the premium that the employer paid, provided the employee fails to return to work for any reason other than the reoccurrence of the serious health condition or circumstances beyond the control of the employee.

Leave taken under the FMLA does not constitute a qualifying event so as to trigger COBRA rights. However, a qualifying event triggering COBRA coverage may occur when it becomes known that the employee is not returning to work. Therefore, if an employee does not return at the end of the approved period of Family and Medical Leave and terminates employment with employer, the COBRA qualifying event occurs at that time.

If you have any questions regarding your eligibility or obligations under the FMLA, contact your employer or group sponsor.



## 9. Coverage Changes and Termination

### Open Enrollment Period

City of Cedar Falls will offer an annual enrollment period during which an employee may elect to participate in the plan. Also during this period, currently enrolled employees may change coverage options or choose to waive coverage. Any otherwise eligible employee who has previously waived coverage may elect to participate in the plan provided he or she applies during this enrollment period.

Retirees currently participating in the plan may elect to change their coverage option during this enrollment period. Retirees who have waived coverage since becoming a retiree may not elect to participate in the plan.

The enrollment period will be held annually during the month of **June** with a **July 1<sup>st</sup>** effective date.

Enrollment in the medical plan must be retained for one (1) year or at least until the next open enrollment period, unless there is a coverage removal event.

Certain events may require or allow you to add or remove persons who are covered by this group health plan.

### Coverage Change Events

**Coverage Enrollment Events:** The following events allow you or your eligible child to enroll for coverage. The following events may also allow your spouse to enroll for coverage. Enrollment in the medical plan must be retained for one (1) year or at least until the next open enrollment period unless there is a coverage removal event.

- Birth, adoption, or placement for adoption by an approved agency.
- Marriage.
- Exhaustion of COBRA coverage.
- You or your eligible spouse or your dependent loses eligibility for creditable

coverage or his or her employer or group sponsor ceases contribution to creditable coverage.

- Spouse or dependent loses coverage through his or her employer.
- You lose eligibility for coverage under Medicaid or the Children's Health Insurance Program (CHIP) (the *hawk-i* plan in Iowa).
- You become eligible for premium assistance under Medicaid or CHIP.

The following events allow you to add only the new dependent resulting from the event:

- Dependent child resumes status as a full-time student.
- Addition of a biological child by court order. See *Qualified Medical Child Support Order*, page 51.
- Appointment as a child's legal guardian.
- Placement of a foster child in your home by an approved agency.

**Please note:** Retirement is not considered a coverage enrollment event.

**Coverage Removal Events:** If a retiree removes coverage, the retiree is not allowed to enroll in the plan again at any time in the future.

The following events require you to remove the affected family member from your coverage:

- Death.
- Divorce or annulment. Legal separation, also, may result in removal from coverage. If you become legally separated, notify your employer or group sponsor.
- Medicare eligibility. If you become eligible for Medicare, you must notify your employer or group sponsor immediately. If you are eligible for this group health plan other than as a current employee or a current employee's spouse, your Medicare eligibility may terminate this coverage.

In case of the following coverage removal events, the affected child's coverage may be continued until the end of the month on or after the date of the event:

- Completion of full-time schooling if the child is age 26 or older.
- Child who is not a full-time student or deemed disabled reaches age 26.
- Marriage of a child age 26 or older.

## Reinstatement of Child

**Reinstatement Events.** A child up to age 26 who was removed from coverage may be reinstated on his or her parent's existing coverage under any of the following conditions:

- Involuntary loss of creditable coverage (including, but not limited to, group or *hawk-i* coverage).
- Loss of creditable coverage due to:
  - Termination of employment or eligibility.
  - Death of spouse.
  - Divorce.
- Court ordered coverage for spouse or minor children under the parent's health insurance.
- Exhaustion of COBRA or Iowa continuation coverage.
- The plan member is employed by an employer that offers multiple health plans and elects a different plan during an open enrollment period.
- A change in status in which the employee becomes eligible to enroll in this group health plan and requests enrollment. See *Coverage Enrollment Events* earlier in this section.

**Reinstatement Requirements.** A request for reinstated coverage for a child up to age 26 must be made within 31 days of the reinstatement event. In addition, the following requirements must be met:

- The child must have been covered under the parent's current coverage at the time the child left that coverage to enroll in other creditable coverage.

- The parent's coverage must be currently in effect and continuously in effect during the time the child was enrolled in other creditable coverage.

## Requirement to Notify Group Sponsor

You must notify your employer or group sponsor of an event that changes the coverage status of members. Notify your employer or group sponsor within 60 days in case of the following events:

- A birth, adoption, or placement for adoption.
- Divorce, legal separation, or annulment.
- Your dependent child loses eligibility for coverage.
- You lose eligibility for coverage under Medicaid or the Children's Health Insurance Program (CHIP) (the *hawk-i* plan in Iowa).
- You become eligible for premium assistance under Medicaid or CHIP.

For all other events, you must notify your employer or group sponsor within 60 days of the event.

If you do not provide timely notification of an event that requires you to remove an affected family member, your coverage may be terminated.

If you do not provide timely notification of a coverage enrollment event, the affected person may not enroll until an annual group enrollment period.

## The Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA)

Your group health plan will fully comply with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). If any part of the plan conflicts with USERRA, the conflicting provision will not apply. All other benefits and exclusions of the group health plan will remain

effective to the extent there is no conflict with USERRA.

USERRA provides for, among other employment rights and benefits, continuation of health care coverage to a covered employee and the employee's covered dependents during a period of the employee's active service or training with any of the uniformed services. The plan provides that a covered employee may elect to continue coverages in effect at the time the employee is called to active service. The maximum period of coverage for an employee and the covered employee's dependents under such an election shall be the lesser of:

- The 24-month period beginning on the date on which the covered employee's absence begins; or
- The period beginning on the date on which the covered employee's absence begins and ending on the day after the date on which the covered employee fails to apply for or return to a position of employment as follows:
  - For service of less than 31 days, no later than the beginning of the first full regularly scheduled work period on the first full calendar day following the completion of the period of service and the expiration of eight hours after a period allowing for the safe transportation from the place of service to the covered employee's residence or as soon as reasonably possible after such eight hour period;
  - For service of more than 30 days but less than 181 days, no later than 14 days after the completion of the period of service or as soon as reasonably possible after such period;
  - For service of more than 180 days, no later than 90 days after the completion of the period of service; or
  - For a covered employee who is hospitalized or convalescing from an

illness or injury incurred in or aggravated during the performance of service in the uniformed services, at the end of the period that is necessary for the covered employee to recover from the illness or injury. The period of recovery may not exceed two (2) years.

A covered employee who elects to continue health plan coverage under the plan during a period of active service in the uniformed services may be required to pay no more than 102% of the full premium under the plan associated with the coverage for the employer's other employees. This is true except in the case of a covered employee who performs service in the uniformed services for less than 31 days. When this is the case, the covered employee may not be required to pay more than the employee's share, if any, for the coverage. Continuation coverage cannot be discontinued merely because activated military personnel receive health coverage as active duty members of the uniformed services and their family members are eligible to receive coverage under the TRICARE program (formerly CHAMPUS).

When a covered employee's coverage under a health plan was terminated by reason of service in the uniformed services, the preexisting condition exclusion and waiting period may not be imposed in connection with the reinstatement of the coverage upon reemployment under USERRA. This applies to a covered employee who is reemployed and any dependent whose coverage is reinstated. The waiver of the preexisting condition exclusion shall not apply to illness or injury which occurred or was aggravated during performance of service in the uniformed services.

*Uniformed services* includes full-time and reserve components of the United States Army, Navy, Air Force, Marines and Coast Guard, the Army National Guard, the commissioned corps of the Public Health Service, and any other category of persons

designated by the President in time of war or emergency.

If you are a covered employee called to a period of active service in the uniformed service, you should check with the plan administrator for a more complete explanation of your rights and obligations under USERRA.

## Coverage Termination

The following events terminate your coverage eligibility.

- You become unemployed when your eligibility is based on employment.
- You become ineligible under your employer's or group sponsor's eligibility requirements for reasons other than unemployment.
- Your employer or group sponsor discontinues or replaces this group health plan.
- We decide to discontinue offering this group health benefit plan by giving written notice to you and your employer or group sponsor and the Commissioner of Insurance at least 90 days prior to termination.
- We decide to nonrenew all group health benefit plans delivered or issued for delivery to employers in Iowa by giving written notice to you and your employer or group sponsor and the Commissioner of Insurance at least 180 days prior to termination.

Also see *Fraud or Intentional Misrepresentation of Material Facts*, and *Nonpayment* later in this section.

When you become unemployed and your eligibility is based on employment, your coverage will end at the end of the month your employment ends. When your coverage terminates for all other reasons, check with your employer or group sponsor or call the Customer Service number on your ID card to verify the coverage termination date.

If you receive covered facility services as an inpatient of a hospital or a resident of a

nursing facility on the date your coverage eligibility terminates, payment for the covered facility services will end on the earliest of the following:

- The end of your remaining days of coverage under this benefits plan.
- The date you are discharged from the hospital or nursing facility following termination of your coverage eligibility.
- A period not more than 60 days from the date of termination.

Only facility services will be covered under this extension of benefits provision. Benefits for professional services will end on the date of termination of your coverage eligibility.

### Fraud or Intentional Misrepresentation of Material Facts

Your coverage will terminate immediately if:

- You use this group health plan fraudulently or intentionally misrepresent a material fact in your application; or
- Your employer or group sponsor commits fraud or intentionally misrepresents a material fact under the terms of this group health plan.

If your coverage is terminated for fraud or intentional misrepresentation of a material fact, then:

- We may declare this group health plan void retroactively from the effective date of coverage following a 30-day written notice. In this case, we will recover any claim payments made.
- Premiums may be retroactively adjusted as if the fraud or intentionally misrepresented material fact had been accurately disclosed in your application.
- We will retain legal rights, including the right to bring a civil action.

### Nonpayment

If you or your employer or group sponsor fail to make required payments to us when due or within the allowed grace period, your coverage will terminate the last day of the month in which the required payments are due.

## Retiree Termination of Coverage

Coverage will end on the earliest of the following dates:

- the expiration of the period for which the last monthly payment was made timely for coverage under the plan;
- the last day of the month in which the retiree is no longer receiving or entitled to be receiving, based upon the retiree's own disability or age and service status, a pension benefit from the Iowa Public Employee Retirement System (IPERS), Social Security Disability benefit, or a pension benefit pursuant to Chapter 411 of the Iowa Code;
- the date of death;
- the date the member becomes entitled to Medicare;
- the date this plan is terminated with respect to the City, and there is no successor plan.

Unless otherwise specified under this plan, when coverage terminates, benefits will not be provided for any medical and prescription drug services after the termination date even though these services are furnished as a result of an injury or illness that occurred prior to termination of coverage.

## Coverage Continuation

When your coverage ends, you may be eligible to continue coverage under this group health plan.

### COBRA Continuation

COBRA continuation coverage is a temporary extension of group health coverage under the plan under certain circumstances when coverage would otherwise end. The right to COBRA coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA coverage can become available when you would otherwise lose group health coverage under the plan. It can also become available to your spouse and dependent

children, if they are covered under the plan, when they would otherwise lose their group health coverage under the plan. The following paragraphs generally explain COBRA coverage, when it may become available to you and your family, and what you need to do to protect the right to receive it.

The description of COBRA coverage contained here applies only to the group health plan benefits offered under the plan and not to any other benefits offered by your employer or group sponsor (such as life insurance, disability, or accidental death or dismemberment benefits). The plan provides no greater COBRA rights than what COBRA requires. Nothing in the plan is intended to expand the participant's rights beyond COBRA's requirements.

**Coverage Entitlement.** You, your spouse, and/or your dependent child(ren) will be entitled to elect COBRA if you lose your group health coverage under the plan because of a life event known as a *qualifying event*. You may be entitled to continue this coverage under COBRA for a period of 18, 29, or 36 months depending on the qualifying event that causes loss of coverage under this plan. See *Length of Coverage* later in this section.

The following are recognized qualifying events that will entitle you, your spouse, and/or your dependent child(ren) for COBRA Coverage.

You will be entitled to elect COBRA:

- If you lose your group health coverage under the plan because your hours of employment are reduced; or
- Your employment ends for any reason other than your gross misconduct.

Your spouse will be entitled to elect COBRA if he/she loses his/her group health coverage under the plan because any of the following qualifying events happens:

- You die;
- Your hours of employment are reduced;

- Your employment ends for any reason other than your gross misconduct;
- You become entitled to Medicare benefits (Part A, Part B or both) prior to your qualifying event; or
- Your spouse becomes divorced or legally separated from you.

Your dependent child will be entitled to elect COBRA if he/she loses his/her group health coverage under the plan because any of the following qualifying events happens:

- You die;
- Your hours of employment are reduced;
- Your employment ends for any reason other than your gross misconduct;
- You become entitled to Medicare benefits (Part A, Part B or both);
- You and your spouse become divorced or legally separated; or
- The dependent stops being eligible for coverage under the plan as a dependent child.

A child born to, adopted by, or placed for adoption with you during a period of COBRA coverage is considered to be a qualified beneficiary provided that, if you are a qualified beneficiary, you have elected COBRA coverage for yourself. The child's COBRA coverage begins when the child is enrolled under this plan, whether through special enrollment or open enrollment, and it lasts for as long as COBRA coverage lasts for other family members of the employee. To be enrolled under this plan, the child must satisfy the otherwise applicable eligibility requirements (for example, regarding age).

Your child who is receiving benefits under this plan pursuant to a qualified medical child support order (QMCSO) received by your employer or group sponsor during your period of employment with your employer or group sponsor is entitled to the same rights to elect COBRA as your eligible dependent child.

If you take a Family and Medical Leave Act (FMLA) leave and do not return to work at the end of the leave or terminate coverage

during the leave, you (and your spouse and dependent children, if any) will be entitled to elect COBRA if:

- They were covered under the plan on the day before the FMLA leave began or became covered during the FMLA leave; and
- They will lose coverage under the plan because of your failure to return to work at the end of the leave. This means that some individuals may be entitled to elect COBRA at the end of an FMLA leave even if they were not covered under the plan during the leave.

COBRA coverage elected in these circumstances will begin on the last day of the FMLA leave, with the same 18-month maximum coverage period, subject to extension or early termination, generally applicable to the COBRA qualifying events of termination of employment and reduction of hours. For information on how long you may have COBRA coverage, see later in this section, under *Length of Coverage*.

**Qualifying Events.** After a qualifying event occurs and any required notice of that event is properly provided to your employer or group sponsor, COBRA coverage must be offered to each person losing coverage under the plan who is a qualified beneficiary. You, your spouse, and your dependent children could become qualified beneficiaries and would be entitled to elect COBRA if coverage under the plan is lost because of the qualifying event.

COBRA coverage is the same coverage that this plan gives to other participants or beneficiaries under the plan who are not receiving COBRA coverage. Each qualified beneficiary who elects COBRA will have the same rights under the plan as other participants or beneficiaries covered under the component or components of this plan elected by the qualified beneficiary, including open enrollment and special enrollment rights. Under this plan, qualified beneficiaries who elect COBRA must pay for COBRA coverage.

When the qualifying event is the end of your employment, your reduction of hours of employment, or your death, COBRA coverage will be offered to qualified beneficiaries. You need not notify your employer or group sponsor of any of these three qualifying events.

For the other qualifying events, a COBRA election will be available only if you notify your employer or group sponsor in writing within 60 days after the later of:

- The date of the qualifying event; and
- The date on which the qualified beneficiary loses (or would lose) coverage under the terms of the plan as a result of the qualifying event.

The written notice must include the plan name or group name, your name, your Social Security Number, your dependent's name and a description of the event.

**Please note:** If these procedures are not followed or if the written notice is not provided to your employer or group sponsor during the 60-day notice period, you or your dependents will lose your right to elect COBRA.

**Electing Coverage.** To elect COBRA, you must complete the Election form that is part of the COBRA election notice and submit it to Wellmark Blue Cross and Blue Shield. An election notice will be provided to qualified beneficiaries at the time of a qualifying event. You may also obtain a copy of the Election form from your employer or group sponsor. Under federal law, you must have 60 days after the date the qualified beneficiary coverage under the plan terminates, or, if later, 60 days after the date of the COBRA election notice provided to you at the time of the qualifying event to decide whether you want to elect COBRA under the plan.

Mail the completed Election form to:

Wellmark Blue Cross and Blue Shield  
1331 Grand Avenue, Station 3W395  
Des Moines, IA 50309-2901

The Election form must be completed in writing and mailed to the individual and address specified above. The following are not acceptable as COBRA elections and will not preserve COBRA rights: oral communications regarding COBRA coverage, including in-person or telephone statements about an individual's COBRA coverage; and electronic communications, including e-mail and faxed communications.

The election must be postmarked 60 days from the termination date or 60 days from the date the COBRA election notice provided at the time of the qualifying event.

**Please note:** If you do not submit a completed Election form within this period, you will lose your right to elect COBRA.

If you reject COBRA before the due date, you may change your mind as long as you furnish a completed Election form before the due date. The plan will only provide continuation coverage beginning on the date the waiver of coverage is revoked.

You do not have to send any payment with your Election form when you elect COBRA. Important additional information about payment for COBRA coverage is included below.

Each qualified beneficiary will have an independent right to elect COBRA. For example, your spouse may elect COBRA even if you do not. COBRA may be elected for only one, several, or for all dependent children who are qualified beneficiaries. You and your spouse (if your spouse is a qualified beneficiary) may elect COBRA on behalf of all of the qualified beneficiaries, and parents may elect COBRA on behalf of their children. Any qualified beneficiary for whom COBRA is not elected within the 60-day election period specified in the COBRA election notice will lose his or her right to elect COBRA coverage.

When you complete the Election form, you must notify Wellmark Blue Cross and Blue Shield if any qualified beneficiary has become entitled to Medicare (Part A, Part B, or both) and, if so, the date of Medicare entitlement. If you become entitled to Medicare (or first learn that you are entitled to Medicare) after submitting the Election form, immediately notify Wellmark Blue Cross and Blue Shield of the date of the Medicare entitlement at the address specified above for delivery of the Election form.

Qualified beneficiaries may be enrolled in one or more group health components at the time of a qualifying event. If a qualified beneficiary is entitled to a COBRA election as the result of a qualifying event, he or she may elect COBRA under any or all of the group health components under which he or she was covered on the day before the qualifying event. For example, if a qualified beneficiary was covered under the medical and vision components on the day before a qualifying event, he or she may elect COBRA under the vision component only, the medical component only, or under both medical and vision (only if both components are available as a separate election option to the active employee).

Qualified beneficiaries who are entitled to elect COBRA may do so even if they have other group health plan coverage or are entitled to Medicare benefits on or before the date on which COBRA is elected. However, a qualified beneficiary's COBRA coverage will terminate automatically if, after electing COBRA, he or she becomes entitled to Medicare benefits or becomes covered under other group health plan coverage. For information on when coverage will terminate, see later in this section, under *Termination of Coverage*.

When considering whether to elect COBRA, you should take into account that a failure to elect COBRA will affect your future rights under federal law. You should take into account that you have special enrollment rights under federal law. You have the right

to request special enrollment in another group health plan for which you are otherwise eligible (such as coverage sponsored by the spouse's employer) within 30 days after your group health coverage under the plan ends because of one of the qualifying events listed above. You will also have the same special enrollment right at the end of COBRA coverage if you get COBRA coverage for the maximum time available.

**Length of Coverage.** When coverage is lost due to your death, your divorce or legal separation, or your dependent child losing eligibility as a dependent child, COBRA coverage can last for up to a maximum of 36 months.

When coverage is lost due to the end of your employment or reduction in hours of employment, and you became entitled to Medicare benefits less than 18 months before the qualifying event, COBRA coverage for qualified beneficiaries (other than you as the employee) who lose coverage as a result of the qualifying event can last a maximum of 36 months after the date of Medicare entitlement. For example, if you become entitled to Medicare eight months before the date on which your employment terminates, COBRA coverage under the plan for your spouse and children who lost coverage as a result of your termination can last up to 36 months after the date of Medicare entitlement, which is equal to 28 months after the date of the qualifying event (36 months minus eight months). This COBRA coverage period is available only if you become entitled to Medicare within 18 months before the termination or reduction of hours.

Otherwise, when coverage is lost due to the end of your employment or reduction of hours of employment, COBRA coverage generally can last for only up to a maximum of 18 months.

**Extending Coverage.** If the qualifying event that resulted in your COBRA election was your termination of employment or



reduction of hours, an extension of the maximum period of coverage may be available if a qualified beneficiary is disabled or a second qualifying event occurs. You must notify your employer or group sponsor of a disability or a second qualifying event in order to extend the period of COBRA coverage. Failure to provide notice of a disability or second qualifying event will eliminate the right to extend the period of COBRA coverage. Along with the notice of a disability, the qualified beneficiary must also supply a copy of the Social Security Administration disability determination.

If a qualified beneficiary is determined by the Social Security Administration to be disabled and you notify your employer or group sponsor in a timely fashion, all of the qualified beneficiaries in your family may be entitled to receive up to an additional 11 months of COBRA coverage, for a total maximum of 29 months. This extension is available only for qualified beneficiaries who are receiving COBRA coverage because of a qualifying event that was your termination of employment or reduction of hours. The qualified beneficiary must be determined disabled at any time during the first 60 days of COBRA coverage. Each qualified beneficiary will be entitled to the disability extension if one of them qualifies.

The disability extension is available only if you notify your employer or group sponsor in writing of the Social Security Administration's determination of disability within 60 days after the latest of:

- The date of the Social Security Administration's disability determination;
- The date of your termination of employment or reduction of hours; or
- The date on which the qualified beneficiary loses (or would lose) coverage under the terms of the plan as a result of your termination of employment or reduction of hours.

The written notice must include the plan name or group name, your name, your Social Security Number, your dependent's name and a description of the event.

You must also provide this notice within 60 days after your termination of employment or reduction of hours in order to be entitled to a disability extension.

If these procedures are not followed or if the written notice is not provided to your employer or group sponsor during the 60-day notice period, then there will be no disability extension of COBRA coverage.

An extension of coverage will be available to your spouse and dependent children who are receiving COBRA coverage if a second qualifying event occurs during the 60 days (or, in the case of a disability extension, the 29 months) following your termination of employment or reduction of hours. The maximum amount of COBRA coverage available when a second qualifying event occurs is 36 months. Such second qualifying events may include your death, your divorce or legal separation, or a dependent child's ceasing to be eligible for coverage as a dependent under this plan. These events can be a second qualifying event only if they would have caused the qualified beneficiary to lose coverage under the plan if the first qualifying event had not occurred. (This extension is not available under this plan when you become entitled to Medicare.)

This extension due to a second qualifying event is available only if the participant notifies your employer or group sponsor in writing of the second qualifying event within 60 days after the later of:

- The date of the second qualifying event; and
- The date on which the qualified beneficiary would lose coverage under the terms of this plan as a result of the second qualifying event (if it had occurred while the qualified beneficiary was still covered under this plan).

If these procedures are not followed or if the written notice is not provided to your

employer or group sponsor during the 60-day notice period, there will be no extension of COBRA coverage due to a second qualifying event.

In addition to the regular COBRA termination events specified later in this section, the disability extension period will end the first of the month beginning more than 30 days following recovery.

For example, if disability ends June 10, coverage will continue through the month of July (7/31).

**Termination of Coverage.** Coverage under COBRA will end when you meet the maximum period for your qualifying event, as indicated earlier under *Length of Coverage*.

COBRA coverage will automatically terminate before the end of the maximum period if:

- Any required premium is not paid in full on time;
- A qualified beneficiary becomes covered, after electing COBRA, under another group health plan;
- A qualified beneficiary becomes entitled to Medicare benefits (under Part A, Part B, or both) after electing COBRA;
- The employer ceases to provide any group health plan for its employees; or
- During a disability extension period, the disabled qualified beneficiary is determined by the Social Security Administration to be no longer disabled. For more information about the disability extension period, see *Extending Coverage*, earlier in this section.
- COBRA coverage may also be terminated for any reason this plan would terminate your coverage or coverage of a beneficiary not receiving COBRA coverage, such as fraud.

You must notify your employer or group sponsor in writing within 30 days if, after electing COBRA, a qualified beneficiary becomes entitled to Medicare (Part A, Part

B, or both) or becomes covered under other group health plan coverage.

COBRA coverage will terminate (retroactively if applicable) as of the date of Medicare entitlement or as of the beginning date of the other group health coverage. Your employer or group sponsor will require repayment of all benefits paid after the termination date, regardless of whether or when you provide notice to your employer or group sponsor of Medicare entitlement or other group health plan coverage.

If a disabled qualified beneficiary is determined by the Social Security Administration to no longer be disabled, you must notify your employer or group sponsor of that fact within 30 days after the Social Security Administration's determination.

If the Social Security Administration's determination that the qualified beneficiary is no longer disabled occurs during a disability extension period, COBRA coverage for all qualified beneficiaries will terminate (retroactively if applicable) as of the first day of the month that is more than 30 days after the Social Security Administration's determination that the qualified beneficiary is no longer disabled. Your employer or group sponsor will require repayment of all benefits paid after the termination date, regardless of whether or when you provide notice to your employer or group sponsor that the disabled qualified beneficiary is no longer disabled. For more information about the disability extension period, see *Extending Coverage*, earlier in this section.

**Coverage Cost and Payment.** Each qualified beneficiary is required to pay the entire cost of COBRA coverage. The amount a qualified beneficiary may be required to pay may not exceed 102 percent (or, in the case of an extension of COBRA coverage due to a disability, 150 percent) of the cost to the group health plan (including both employer and employee contributions) for coverage of a similarly situated plan participant or

beneficiary who is not receiving COBRA coverage. The amount of the COBRA premiums may change from time to time during the period of COBRA coverage and will most likely increase over time. You will be notified of COBRA premium changes.

All COBRA premiums must be paid by check or money order.

Your first payment and all monthly payments for COBRA coverage must be made payable to Wellmark Blue Cross and Blue Shield and mailed to:

Wellmark Blue Cross and Blue Shield  
1331 Grand Avenue, Station 3W395  
Des Moines, IA 50309-2901

The payment is considered to have been made on the date that it is postmarked. You will not be considered to have made any payment by mailing a check if your check is returned due to insufficient funds or otherwise.

If you elect COBRA, you do not have to send any payment with the Election form. However, you must make your first payment for COBRA coverage not later than 45 days after the date of election. This is the date the Election form is postmarked, if mailed, or the date the Election form is received by the individual at the address specified for delivery of the Election form, if hand-delivered. For more information on electing coverage, see *Electing Coverage* earlier in this section.

The first payment must cover the cost of COBRA coverage from the time coverage under the plan would have otherwise terminated up through the end of the month before the month in which you make your first payment.

For example, Sue's employment terminated on September 30, and she loses coverage on September 30. Sue elects COBRA on November 15. Her initial premium payment equals the premiums for October and November and is due on or before December 30, the 45<sup>th</sup> day after the date of her COBRA election.

You are responsible for making sure that the amount of your first payment is correct. You may contact the plan administrator to confirm the correct amount of the first payment.

Claims for reimbursement will not be processed and paid until you have elected COBRA and make the first payment for it.

If you do not make the first payment for COBRA coverage in full within 45 days after the date of your election, you will lose all COBRA rights under this plan.

After you make your first payment for COBRA coverage, you will be required to make monthly payments for each subsequent month of COBRA coverage. The amount due for each month for each qualified beneficiary will be disclosed in the election notice provided at the time of the qualifying event. Under the plan, each of these monthly payments for COBRA coverage is due on the first day of the month for that month's COBRA coverage. If you make a monthly payment on or before the first day of the month to which it applies, your COBRA coverage under this plan will continue for that month without any break.

Although monthly payments are due on the first day of each month of COBRA coverage, you will be given a grace period of 30 days after the first day of the month to make each monthly payment. COBRA coverage will be provided for each month as long as payment for that month is made before the end of the grace period for that payment. However, if you pay a monthly payment later than the first day of the month to which it applies, but before the end of the grace period for the month, your coverage under this plan will be suspended as of the first day of the month and then retroactively reinstated (going back to the first day of the month) when the monthly payment is received. This means that any claim submitted for benefits while coverage is suspended may be denied and may have to be resubmitted once coverage is reinstated.

If you fail to make a monthly payment before the end of the grace period for that month, you will lose all rights to COBRA coverage under the plan.

**Assistance With Questions.** Questions concerning the plan or your COBRA rights should be addressed to the contact or contacts identified below. For more information about *COBRA*, the *Health Insurance Portability and Accountability Act (HIPAA)*, and other laws affecting group health plans, contact the nearest Regional Office of the U.S. Department of Health and Human Services (HHS) or visit the HHS website at [www.hhs.gov](http://www.hhs.gov). Addresses and phone numbers of Regional HHS Offices are also available through HHS's website.

**Notification of Changes.** In order to protect your family's rights, you should keep Wellmark Blue Cross and Blue Shield informed of any changes in the addresses of family members. You should also keep a copy, for your records, of any notices sent by your employer or group sponsor.

**Plan Contact Information.** For additional information about you and your dependents' rights and obligations under the plan and under federal law, you should contact your employer or group sponsor, the plan administrator. You may obtain information about COBRA coverage on request from:

Wellmark Blue Cross and Blue Shield  
1331 Grand Avenue, Station 3W395  
Des Moines, IA 50309-2901

The contact information for the plan may change from time to time. The most recent information will be included in the most recent plan documents (if you are not sure whether this is the most recent plan document, you may request the most recent one from the plan administrator or your employer or group sponsor).

**Continuation for Public Group**  
Iowa Code Sections 509A.7 and 509A.13 may apply if you are an employee of the State, an Iowa school district, or other public entity supported by public funds. If

this law applies to you, you may be entitled to continue participation in this medical benefits plan when you retire.

**Coverage Continuation or Reenrollment Upon Death of Eligible Peace Officer or Fire Fighter in the Line of Duty**

Pursuant to Iowa Code section 509A.13C, a governing body, county board of supervisors, or city council that sponsors a health care coverage plan for its employees under Iowa Code chapter 509A shall permit continuation of existing coverage or reenrollment in previously existing health coverage for the surviving spouse and each surviving child of an eligible peace officer or fire fighter. An "eligible peace officer or fire fighter" means a peace officer, as defined in Iowa Code section 801.4, or a fire fighter, as defined in Iowa Code section 411.1, to which a line of duty death benefit is payable pursuant to Iowa Code section 97A.6, subsection 16, Iowa Code section 97B.52, subsection 2, or Iowa Code section 411.6, subsection 15. A governing body, a county board of supervisors, or a city council shall also permit continuation of existing coverage for the surviving spouse and each surviving child of an eligible peace officer or fire fighter until such time as the determination is made as to whether to provide a line of duty death benefit.

Iowa Code section 509A.13C applies retroactively to allow reenrollment in previously existing health coverage for the surviving spouse and each surviving child of an eligible peace officer or fire fighter who died in the line of duty on or after January 1, 1985. Coverage benefits will be provided for services on or after the date of reenrollment.

Eligibility for continuation and reenrollment are subject to any applicable conditions and limitations in Iowa Code section 509A.13C. To request coverage continuation or reenrollment under Iowa Code section 509A.13C, the surviving spouse, on his/her behalf and on behalf of each surviving child, must provide written notification to the applicable governing

body, county board of supervisors, or city council. The governing body, county board of supervisors, or city council must then notify Wellmark of the continuation or reenrollment request.

The governing body, county board of supervisors, or city council is not required to pay for the cost of the coverage for the surviving spouse and children but may choose to pay the cost or a portion of the cost for the coverage. If the full cost of the coverage is not paid by the governing body, county board of supervisors, or city council, the surviving spouse, on his/her behalf and on behalf of each surviving child, may elect to continue the health care coverage by paying that portion of the cost of the coverage not paid by the governing body, county board of supervisors, or city council.

The continuation and reenrollment options are not available if the surviving spouse or surviving child who would otherwise be entitled to continuation or reenrollment under this section was, through the surviving spouse's or surviving child's actions, a substantial contributing factor to the death of the eligible peace officer or fire fighter.

### **Continuation Under Iowa Law**

Under Iowa Code Chapter 509B, you may be eligible to continue your medical care coverage for up to nine months if:

- You lose the coverage you have been receiving through your employer or group sponsor; and
- You have been covered by your medical benefits plan continuously for the last three months.

Your employer or group sponsor must provide written notice of your right to continue coverage within 10 days of the last day you are considered employed or your coverage ends. You will then have 10 days to give your employer or group sponsor written notice that you want to continue coverage.

Your right to continue coverage ends 31 days after the date of your employment termination or the date you were given notice of your continuation right, whichever is later.

If you lose your coverage because of divorce, annulment, or death of the employee, you must notify the employer or group sponsor providing the coverage within 31 days.

Benefits provided by continuation coverage may not be identical to the benefits that active employees have and will be subject to different premium rates. You will be responsible for paying any premiums to your employer or group sponsor for continuation coverage.

If you believe the Iowa continuation law applies to you, you may contact your employer or group sponsor for information on premiums and any necessary paperwork.

If you are eligible for coverage continuation under both Iowa law and COBRA, your employer can comply with Iowa law by offering only COBRA continuation.

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## 10. Claims

Once you receive services, we must receive a claim to determine the amount of your benefits. The claim lets us know the services you received, when you received them, and from which provider.

Neither you nor your provider shall bill Wellmark for services provided under a direct primary care agreement as authorized under Iowa law.

### When to File a Claim

You need to file a claim if you:

- Use a provider who does not file claims for you. Participating and PPO providers file claims for you.

Wellmark must receive claims within 365 days following the date of service of the claim or if you have other coverage that has primary responsibility for payment then within 365 days of the date of the other carrier's explanation of benefits. If you receive services outside of Wellmark's service area, Wellmark must receive the claim within 365 days following the date of service or within the filing requirement in the contractual agreement between the Participating Provider and the Host Blue. If you receive services from an Out-of-Network Provider, the claim has to be filed within 365 days following the date of service.

### How to File a Claim

All claims must be submitted in writing.

#### 1. Get a Claim Form

Forms are available at *Wellmark.com* or by calling the Customer Service number on your ID card or from your personnel department.

#### 2. Fill Out the Claim Form

Follow the same claim filing procedure regardless of where you received services. Directions are printed on the back of the claim form. Complete all sections of the

claim form. For more efficient processing, all claims (including those completed out-of-country) should be written in English.

If you need assistance completing the claim form, call the Customer Service number on your ID card.

**Medical Claim Form.** Follow these steps to complete a medical claim form:

- Use a separate claim form for each covered family member and each provider.
- Attach a copy of an itemized statement prepared by your provider. We cannot accept statements you prepare, cash register receipts, receipt of payment notices, or balance due notices. In order for a claim request to qualify for processing, the itemized statement must be on the provider's stationery, and include at least the following:
  - Identification of provider: full name, address, tax or license ID numbers, and provider numbers.
  - Patient information: first and last name, date of birth, gender, relationship to plan member, and daytime phone number.
  - Date(s) of service.
  - Charge for each service.
  - Place of service (office, hospital, etc.).
  - For injury or illness: date and diagnosis.
  - For inpatient claims: admission date, patient status, attending physician ID.
  - Days or units of service.
  - Revenue, diagnosis, and procedure codes.
  - Description of each service.

**Prescription Drugs Claim Form.** For prescription drugs covered under your medical benefits, use a separate prescription drug claim form and include the following information:

- Pharmacy name and address.
- Patient information: first and last name, date of birth, gender, and relationship to plan member.
- Date(s) of service.
- Description and quantity of drug.
- Original pharmacy receipt or cash receipt with the pharmacist's signature on it.

### 3. Sign the Claim Form

#### 4. Submit the Claim

We recommend you retain a copy for your records. The original form you send or any attachments sent with the form cannot be returned to you. Send the claim to:

Wellmark  
Station 1E238  
P.O. Box 9291  
Des Moines, IA 50306-9291

**Claims for Services Received Outside the United States.** Send the claim to the address printed on the claim form.

We may require additional information from you or your provider before a claim can be considered complete and ready for processing.

### Notification of Decision

You will receive an Explanation of Benefits (EOB) following your claim. The EOB is a statement outlining how we applied benefits to a submitted claim. It details amounts that providers charged, network savings, our paid amounts, and amounts for which you are responsible.

In case of an adverse decision, the notice will be sent within 30 days of receipt of the claim. We may extend this time by up to 15 days if the claim determination is delayed for reasons beyond our control. If we do not send an explanation of benefits statement or

a notice of extension within the 30-day period, you have the right to begin an appeal. We will notify you of the circumstances requiring an extension and the date by which we expect to render a decision.

If an extension is necessary because we require additional information from you, the notice will describe the specific information needed. You have 45 days from receipt of the notice to provide the information. Without complete information, your claim will be denied.

If you have other insurance coverage, our processing of your claim may utilize coordination of benefits guidelines. See *Coordination of Benefits*, page 71.

Once we pay your claim, whether our payment is sent to you or to your provider, our obligation to pay benefits for the claim is discharged. However, we may adjust a claim due to overpayment or underpayment. In the case of Out-of-Network hospitals, M.D.s, and D.O.s located in Iowa, the health plan payment is made payable to the provider, but the check is sent to you. You are responsible for forwarding the check to the provider, plus any difference between the amount charged and our payment.

### Request for Benefit Exception Review

If you have received an adverse benefit determination that denies or reduces benefits or fails to provide payment in whole or in part for any of the following services, when recommended by your treating provider as medically necessary, you or an individual acting as your authorized representative may request a benefit exception review.

Services subject to this exception process:

- For a woman who previously has had breast cancer, ovarian cancer, or other cancer, but who has not been diagnosed with BRCA-related cancer, appropriate



preventive screening, genetic counseling, and genetic testing.

- FDA-approved contraceptive items or services prescribed by your health care provider based upon a specific determination of medical necessity for you.
- For transgender individuals, sex-specific preventive care services (e.g., mammograms and Pap smears) that his or her attending provider has determined are medically appropriate.
- For dependent children, certain well-woman preventive care services that the attending provider determined are age- and developmentally-appropriate.
- Anesthesia services in connection with a preventive colonoscopy when your attending provider determined that anesthesia would be medically appropriate.
- A required consultation prior to a screening colonoscopy, if your attending provider determined that the pre-procedure consultation would be medically appropriate for you.
- If you received pathology services from an in-network provider related to a preventive colonoscopy screening for which you were responsible for a portion of the cost, such as a deductible, copayment or coinsurance.
- Certain immunizations that ACIP recommends for specified individuals (rather than for routine use for an entire population), when prescribed by your health care provider consistent with the ACIP recommendations.
- FDA-approved intrauterine devices and implants, if prescribed by your health care provider.

You may request a benefit exception review orally or in writing by submitting your request to the address listed in the *Appeals* section. To be considered, your request must include a letter or statement from your treating provider that the services or supplies were medically necessary and your treating provider's reason(s) for their

determination that the services or supplies were medically necessary.

Your request will be addressed within the timeframes outlined in the *Appeals* section based upon whether your request is a medically urgent or non-medically urgent matter.

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# 11. Coordination of Benefits

Coordination of benefits applies when you have more than one plan, insurance policy, or group health plan that provides the same or similar benefits as this plan. Benefits payable under this plan, when combined with those paid under your other coverage, will not be more than 100 percent of either our payment arrangement amount or the other plan's payment arrangement amount.

The method we use to calculate the payment arrangement amount may be different from your other plan's method.

## Other Coverage

When you receive services, you must inform us that you have other coverage, and inform your health care provider about your other coverage. Other coverage includes any of the following:

- Group and nongroup insurance contracts and subscriber contracts.
- HMO contracts.
- Uninsured arrangements of group or group-type coverage.
- Group and nongroup coverage through closed panel plans.
- Group-type contracts.
- The medical care components of long-term contracts, such as skilled nursing care.
- Medicare or other governmental benefits (not including Medicaid).
- The medical benefits coverage of your auto insurance (whether issued on a fault or no-fault basis).

Coverage that is not subject to coordination of benefits includes the following:

- Hospital indemnity coverage or other fixed indemnity coverage.
- Accident-only coverage.
- Specified disease or specified accident coverage.
- Limited benefit health coverage, as defined by Iowa law.

- School accident-type coverage.
- Benefits for nonmedical components of long-term care policies.
- Medicare supplement policies.
- Medicaid policies.
- Coverage under other governmental plans, unless permitted by law.

You must cooperate with Wellmark and provide requested information about other coverage. Failure to provide information can result in a denied claim. We may get the facts we need from or give them to other organizations or persons for the purpose of applying the following rules and determining the benefits payable under this plan and other plans covering you. We need not tell, or get the consent of, any person to do this.

Your Participating or PPO provider will forward your coverage information to us. If you see an Out-of-Network Provider, you are responsible for informing us about your other coverage.

## Claim Filing

If you know that your other coverage has primary responsibility for payment, after you receive services, a claim should be submitted to your other insurance carrier first. If that claim is processed with an unpaid balance for benefits eligible under this group health plan, you or your provider should submit a claim to us and attach the other carrier's explanation of benefit payment within 365 days of the date of the other carrier's explanation of benefits. We may contact your provider or the other carrier for further information.

## Rules of Coordination

We follow certain rules to determine which health plan or coverage pays first (as the primary plan) when other coverage provides the same or similar benefits as this group health plan. Here are some of those rules:

- The primary plan pays or provides benefits according to its terms of coverage and without regard to the benefits under any other plan. Except as provided below, a plan that does not contain a coordination of benefits provision that is consistent with applicable regulations is always primary unless the provisions of both plans state that the complying plan is primary.
- Coverage that is obtained by membership in a group and is designed to supplement a part of a basic package of benefits is excess to any other parts of the plan provided by the contract holder. (Examples of such supplementary coverage are major medical coverage that is superimposed over base plan hospital and surgical benefits and insurance-type coverage written in connection with a closed panel plan to provide Out-of-Network benefits.)

The following rules are to be applied in order. The first rule that applies to your situation is used to determine the primary plan.

- The coverage that you have as an employee, plan member, subscriber, policyholder, or retiree pays before coverage that you have as a spouse or dependent. However, if the person is a Medicare beneficiary and, as a result of federal law, Medicare is secondary to the plan covering the person as a dependent and primary to the plan covering the person as other than a dependent (e.g., a retired employee), then the order of benefits between the two plans is reversed, so that the plan covering the person as the employee, plan member, subscriber, policyholder or retiree is the secondary plan and the other plan is the primary plan.
- The coverage that you have as the result of active employment (not laid off or retired) pays before coverage that you have as a laid-off or retired employee. The same would be true if a person is a

dependent of an active employee and that same person is a dependent of a retired or laid-off employee. If the other plan does not have this rule and, as a result, the plans do not agree on the order of benefits, this rule is ignored.

- If a person whose coverage is provided pursuant to COBRA or under a right of continuation provided by state or other federal law is covered under another plan, the plan covering the person as an employee, plan member, subscriber, policyholder or retiree or covering the person as a dependent of an employee, member, subscriber or retiree is the primary plan and the COBRA or state or other federal continuation coverage is the secondary plan. If the other plan does not have this rule and, as a result, the plans do not agree on the order of benefits, this rule is ignored.
- The coverage with the earliest continuous effective date pays first if none of the rules above apply.
- If the preceding rules do not determine the order of benefits and if the plans cannot agree on the order of benefits within 30 calendar days after the plans have received all information needed to pay the claim, the plans will pay the claim in equal shares and determine their relative liabilities following payment. However, we will not pay more than we would have paid had this plan been primary.

### **Dependent Children**

To coordinate benefits for a dependent child, the following rules apply (unless there is a court decree stating otherwise):

- If the child is covered by both parents who are married (and not separated) or who are living together, whether or not they have been married, then the coverage of the parent whose birthday occurs first in a calendar year pays first. If both parents have the same birthday, the plan that has covered the parent the longest is the primary plan.

- For a child covered by separated or divorced parents or parents who are not living together, whether or not they have been married:
  - If a court decree states that one of the parents is responsible for the child's health care expenses or coverage and the plan of that parent has actual knowledge of those terms, then that parent's coverage pays first. If the parent with responsibility has no health care coverage for the dependent child's health care expenses, but that parent's spouse does, that parent's spouse's coverage pays first. This item does not apply with respect to any plan year during which benefits are paid or provided before the entity has actual knowledge of the court decree provision.
  - If a court decree states that both parents are responsible for the child's health care expense or health care coverage or if a court decree states that the parents have joint custody without specifying that one parent has responsibility for the health care expenses or coverage of the dependent child, then the coverage of the parent whose birthday occurs first in a calendar year pays first. If both parents have the same birthday, the plan that has covered the parent the longest is the primary plan.
  - If a court decree does not specify which parent has financial or insurance responsibility, then the coverage of the parent with custody pays first. The payment order for the child is as follows: custodial parent, spouse of custodial parent, other parent, spouse of other parent. A custodial parent is the parent awarded custody by a court decree or, in the absence of a court decree, is the parent with whom the child resides more than one-half of the calendar year excluding any temporary visitation.
- For a dependent child covered under more than one plan of individuals who are not the parents of the child, the order of benefits shall be determined, as applicable, as outlined previously in this *Dependent Children* section.
- For a dependent child who has coverage under either or both parents' plans and also has his or her own coverage as a dependent under a spouse's plan, the plan that covered the dependent for the longer period of time is the primary plan. If the dependent child's coverage under the spouse's plan began on the same date as the dependent child's coverage under either or both parents' plans, the order of benefits shall be determined, as applicable, as outlined in the first bullet of this *Dependent Children* section, to the dependent child's parent or parents and the dependent's spouse.
  - If the preceding rules do not determine the order of benefits and if the plans cannot agree on the order of benefits within 30 calendar days after the plans have received all information needed to pay the claim, the plans will pay the claim in equal shares and determine their relative liabilities following payment. However, we will not pay more than we would have paid had this plan been primary.

#### **Coordination with Noncomplying Plans**

If you have coverage with another plan that is excess or always secondary or that does not comply with the preceding rules of coordination, we may coordinate benefits on the following basis:

- If this is the primary plan, we will pay its benefits first.
- If this is the secondary plan, we will pay benefits first, but the amount of benefits will be determined as if this plan were secondary. Our payment will be limited

to the amount we would have paid had this plan been primary.

- If the noncomplying plan does not provide information needed to determine benefits, we will assume that the benefits of the noncomplying plan are identical to this plan and will administer benefits accordingly. If we receive the necessary information within two years of payment of the claim, we will adjust payments accordingly.
- In the event that the noncomplying plan reduces its benefits so you receive less than you would have received if we had paid as the secondary plan and the noncomplying plan was primary, we will advance an amount equal to the difference. In no event will we advance more than we would have paid had this plan been primary, minus any amount previously paid. In consideration of the advance, we will be subrogated to all of your rights against the noncomplying plan. See *Subrogation*, page 88.
- If the preceding rules do not determine the order of benefits and if the plans cannot agree on the order of benefits within 30 calendar days after the plans have received all information needed to pay the claim, the plans will pay the claim in equal shares and determine their relative liabilities following payment. However, we will not pay more than we would have paid had this plan been primary.

#### **Effects on the Benefits of this Plan**

In determining the amount to be paid for any claim, the secondary plan will calculate the benefits it would have paid in the absence of other coverage and apply the calculated amount to any allowable expense under its plan that is unpaid by the primary plan. The secondary plan may then reduce its payment by the amount so that, when combined with the amount paid by the primary plan, total benefits paid or provided by all plans for the claim do not exceed the total allowable expense for that claim. In addition, the secondary plan will credit to its

applicable deductible any amounts it would have credited to its deductible in the absence of other coverage.

If a person is enrolled in two or more closed panel plans and if, for any reason including the provision of service by a non-panel provider, benefits are not payable by one closed panel plan, coordination of benefits will not apply between that plan and other closed panel plans.

#### **Right of Recovery**

If the amount of payments made by us is more than we should have paid under these coordination of benefits provisions, we may recover the excess from any of the persons to or for whom we paid, or from any other person or organization that may be responsible for the benefits or services provided for the covered person. The amount of payments made includes the reasonable cash value of any benefits provided in the form of services.

#### **Plans That Provide Benefits as Services**

A secondary plan that provides benefits in the form of services may recover the reasonable cash value of the service from the primary plan, to the extent benefits for the services are covered by the primary plan and have not already been paid or provided by the primary plan.

#### **Coordination with Medicare**

Medicare is by law the secondary coverage to group health plans in a variety of situations.

The following provisions apply only if you have both Medicare and employer group health coverage and meet the specific Medicare Secondary Payer provisions for the applicable Medicare entitlement reason.

#### **Medicare Part B Drugs**

Drugs paid under Medicare Part B are covered under the medical benefits of this plan.

**Working Aged**

If you are a member of a group health plan of an employer with at least 20 employees for each working day for at least 20 calendar weeks in the current or preceding year, then in most situations Medicare is the secondary payer if the beneficiary is:

- Age 65 or older; and
- A current employee or spouse of a current employee covered by an employer group health plan.

**Working Disabled**

If you are a member of a group health plan of an employer with at least 100 full-time, part-time, or leased employees on at least 50 percent of regular business days during the preceding calendar year, then in most situations Medicare is the secondary payer if the beneficiary is:

- Under age 65;
- A recipient of Medicare disability benefits; and
- A current employee or a spouse or dependent of a current employee, covered by an employer group health plan.

**End-Stage Renal Disease (ESRD)**

The ESRD requirements apply to group health plans of all employers, regardless of the number of employees. Under these requirements, Medicare is the secondary payer during the first 30 months of Medicare eligibility if both of the following are true:

- The beneficiary is eligible for Medicare coverage as an ESRD patient; and
- The beneficiary is covered by an employer group health plan.

If the beneficiary is already covered by Medicare due to age or disability and the beneficiary becomes eligible for Medicare ESRD coverage, Medicare generally is the secondary payer during the first 30 months of ESRD eligibility. However, if the group health plan is secondary to Medicare (based on other Medicare secondary-payer requirements) at the time the beneficiary

becomes eligible for ESRD, the group health plan remains secondary to Medicare.

This is only a general summary of the laws. For complete information, contact your employer or the Social Security Administration.

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## 12. Appeals

### Right of Appeal

You have the right to one full and fair review in the case of an adverse benefit determination that denies, reduces, or terminates benefits, or fails to provide payment in whole or in part. Adverse benefit determinations include a denied or reduced claim, a rescission of coverage, or an adverse benefit determination concerning a pre-service notification requirement. Pre-service notification requirements are:

- A precertification request.
- A notification of admission or services.
- A prior approval request.

### How to Request an Internal Appeal

You or your authorized representative, if you have designated one, may appeal an adverse benefit determination within 180 days from the date you are notified of our adverse benefit determination by submitting a written appeal. Appeal forms are available at our website, *Wellmark.com*. See *Authorized Representative*, page 85.

### Medically Urgent Appeal

To appeal an adverse benefit determination involving a medically urgent situation, you may request an expedited appeal, either orally or in writing. Medically urgent generally means a situation in which your health may be in serious jeopardy or, in the opinion of your physician, you may experience severe pain that cannot be adequately controlled while you wait for a decision.

### Non-Medically Urgent Appeal

To appeal an adverse benefit determination that is not medically urgent, you must make your request for a review in writing.

### What to Include in Your Internal Appeal

You must submit all relevant information with your appeal, including the reason for

your appeal. This includes written comments, documents, or other information in support of your appeal. You must also submit:

- Date of your request.
- Your name (please type or print), address, and if applicable, the name and address of your authorized representative.
- Member identification number.
- Claim number from your Explanation of Benefits, if applicable.
- Date of service in question.

If you have difficulty obtaining this information, ask your provider or pharmacist to assist you.

### Where to Send Internal Appeal

Wellmark Blue Cross and Blue Shield  
Special Inquiries  
P.O. Box 9232, Station 5W189  
Des Moines, IA 50306-9232

### Review of Internal Appeal

Your request for an internal appeal will be reviewed only once. The review will take into account all information regarding the adverse benefit determination whether or not the information was presented or available at the initial determination. Upon request, and free of charge, you will be provided reasonable access to and copies of all relevant records used in making the initial determination. Any new information or rationale gathered or relied upon during the appeal process will be provided to you prior to Wellmark issuing a final adverse benefit determination and you will have the opportunity to respond to that information or to provide information.

The review will not be conducted by the original decision makers or any of their subordinates. The review will be conducted

without regard to the original decision. If a decision requires medical judgment, we will consult an appropriate medical expert who was not previously involved in the original decision and who has no conflict of interest in making the decision. If we deny your appeal, in whole or in part, you may request, in writing, the identity of the medical expert we consulted.

## Decision on Internal Appeal

The decision on appeal is the final internal determination. Once a decision on internal appeal is reached, your right to internal appeal is exhausted.

### Medically Urgent Appeal

For a medically urgent appeal, you will be notified (by telephone, e-mail, fax or another prompt method) of our decision as soon as possible, based on the medical situation, but no later than 72 hours after your expedited appeal request is received. If the decision is adverse, a written notification will be sent.

### All Other Appeals

For all other appeals, you will be notified in writing of our decision. Most appeal requests will be determined within 30 days and all appeal requests will be determined within 60 days.

## External Review

You have the right to request an external review of a final adverse determination involving a covered service when the determination involved:

- Medical necessity.
- Appropriateness of services or supplies, including health care setting, level of care, or effectiveness of treatment.
- Investigational or experimental services or supplies.
- Concurrent review or admission to a facility. See *Notification Requirements and Care Coordination*, page 39.
- A rescission of coverage.

An adverse determination eligible for external review does not include a denial of

coverage for a service or treatment specifically excluded under this plan.

The external review will be conducted by independent health care professionals who have no association with us and who have no conflict of interest with respect to the benefit determination.

### Have you exhausted the appeal process?

Before you can request an external review, you must first exhaust the internal appeal process described earlier in this section. However, if you have not received a decision regarding the adverse benefit determination within 30 days following the date of your request for an appeal, you are considered to have exhausted the internal appeal process.

**Requesting an external review.** You or your authorized representative may request an external review through the Iowa Insurance Division by completing an External Review Request Form and submitting the form as described in this section. You may obtain this request form by calling the Customer Service number on your ID card, by visiting our website at [Wellmark.com](http://Wellmark.com), by contacting the Iowa Insurance Division, or by visiting the Iowa Insurance Division's website at [www.iid.iowa.gov](http://www.iid.iowa.gov).

You will be required to authorize the release of any medical records that may be required to be reviewed for the purpose of reaching a decision on your request for external review.

Requests must be filed in writing at the following address, no later than four months after you receive notice of the final adverse benefit determination:

Iowa Insurance Division  
Two Ruan Center  
601 Locust, 4<sup>th</sup> Floor  
Des Moines, IA 50309-3738  
Fax: 515-281-3059  
E-mail:  
[iid.marketregulation@iid.iowa.gov](mailto:iid.marketregulation@iid.iowa.gov)

**How the review works.** Upon notification that an external review request

has been filed, Wellmark will make a preliminary review of the request to determine whether the request may proceed to external review. Following that review, the Iowa Insurance Division will decide whether your request is eligible for an external review, and if it is, the Iowa Insurance Division will assign an independent review organization (IRO) to conduct the external review. You will be advised of the name of the IRO and will then have five business days to provide new information to the IRO. The IRO will make a decision within 45 days of the date the Iowa Insurance Division receives your request for an external review.

**Need help?** You may contact the Iowa Insurance Division at **877-955-1212** at any time for assistance with the external review process.

### **Expedited External Review**

You do not need to exhaust the internal appeal process to request an external review of an adverse determination or a final adverse determination if you have a medical condition for which the time frame for completing an internal appeal or for completing a standard external review would seriously jeopardize your life or health or would jeopardize your ability to regain maximum function.

You may also have the right to request an expedited external review of a final adverse determination that concerns an admission, availability of care, concurrent review, or service for which you received emergency services, and you have not been discharged from a facility.

If our adverse benefit determination is that the service or treatment is investigational or experimental and your treating physician has certified in writing that delaying the service or treatment would render it significantly less effective, you may also have the right to request an expedited external review.

You or your authorized representative may submit an oral or written expedited external

review request to the Iowa Insurance Division by contacting the Iowa Insurance Division at **877-955-1212**.

If the Insurance Division determines the request is eligible for an expedited external review, the Division will immediately assign an IRO to conduct the review and a decision will be made expeditiously, but in no event more than 72 hours after the IRO receives the request for an expedited external review.

### **Arbitration and Legal Action**

You shall not start arbitration or legal action against us until you have exhausted the appeal procedure described in this section. See the *Arbitration and Legal Action* section and *Governing Law*, page 87, for important information about your arbitration and legal action rights after you have exhausted the appeal procedures in this section.

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## 13. Arbitration and Legal Action

### PLEASE READ THIS SECTION CAREFULLY

#### Mandatory Arbitration

You shall not start an action against us on any Claims (as defined below) unless you have first exhausted the appeal processes described in the *Appeals* section of this summary plan description.

Except as solely discussed below, this section provides that Claims must be resolved by binding mandatory arbitration. Arbitration replaces the right to go to court, have a jury trial or initiate or participate in a class action. In arbitration, disputes are resolved by an arbitrator, not a judge or a jury. Arbitration procedures are simpler and more limited than in court.

#### Covered Claims

Except as solely stated below, you or we must arbitrate any claim, dispute or controversy arising out of or related to this summary plan description or any other document related to your health plan, including, but not limited to, member eligibility, benefits under your health plan or administration of your health plan (any and/or all of the foregoing called "Claims").

Except as stated below, all Claims are subject to mandatory arbitration, no matter what legal theory they are based, whether in law or equity, upon or what remedy (damages, or injunctive or declaratory relief) they seek, including Claims based on contract, tort (including intentional tort), fraud, agency, your or our negligence, statutory or regulatory provisions, or any other sources of law; counterclaims, cross-claims, third-party claims, interpleaders or otherwise; Claims made regarding past, present or future conduct; and Claims made independently or with other claims. This also includes Claims made by or against anyone connected with us or you or claiming through us or you, or by someone

making a claim through us or you, such as a covered family member, employee, agent, representative, or an affiliated or subsidiary company. For purposes of this *Arbitration and Legal Action* section, the words "we," "us," and "our" refer to Wellmark, Inc. and its subsidiaries and affiliates, the plan sponsor and/or the plan administrator, as well as their respective directors, officers, employees and agents.

#### No Class Arbitrations and Class Actions Waiver

YOU UNDERSTAND AND AGREE THAT YOU AND WE BOTH ARE VOLUNTARILY AND IRREVOCABLY WAIVING THE RIGHT TO PURSUE OR HAVE A DISPUTE RESOLVED AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE OR REPRESENTATIVE PROCEEDING PENDING BETWEEN YOU AND US. YOU ARE AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN CLASS ARBITRATIONS, CLASS ACTIONS AND ANY OTHER COLLECTIVE OR REPRESENTATIVE ACTIONS. Neither you nor we consent to the incorporation of the AAA Supplementary Rules for Class Arbitration into the rules governing the arbitration of Claims. The arbitrator has no authority to arbitrate any claim on a class or representative basis and may award relief only on an individual basis. Claims of two or more persons may not be combined in the same arbitration, unless both you and we agree to do so.

#### Claims Excluded from Mandatory Arbitration

- Small Claims – individual Claims filed in a small claims court are not subject to arbitration, as long as the matter stays in small claims court.
- Claims Excluded By Applicable Law – federal or state law may exempt certain Claims from mandatory arbitration. **IF**

**AN ARBITRATOR DETERMINES A PARTICULAR CLAIM IS EXCLUDED FROM ARBITRATION BY FEDERAL OR STATE LAW, CLAIMS EXCLUDED BY APPLICABLE LAW, LATER IN THIS SECTION, AND GOVERNING LAW, PAGE 87, WILL APPLY TO THE PARTIES AND SUCH PARTICULAR CLAIM.**

### **Arbitration Process Generally**

- No demand for arbitration of a Claim because of a health benefit claim under this plan, or because of the alleged breach of this plan, shall be made more than two years after the end of the calendar year in which the services or supplies were provided.
- Arbitration shall be conducted by the American Arbitration Association (“AAA”) according to the Federal Arbitration Act (“FAA”) (to the exclusion of any state laws inconsistent therewith), this arbitration provision and the applicable AAA Consumer Arbitration Rules in effect when the Claim is filed (“AAA Rules”), except where those rules conflict with this arbitration provision. You can obtain copies of the AAA Rules at the AAA’s website ([www.adr.org](http://www.adr.org)). You or we may choose to have a hearing, appear at any hearing by phone or other electronic means, and/or be represented by counsel. Any in-person hearing will be held in the same city as the U.S. District Court closest to your billing address.
- Either you or we may apply to a court for emergency, temporary or preliminary injunctive relief or an order in aid of arbitration (i) prior to the appointment of an arbitrator or (ii) after the arbitrator makes a final award and closes the arbitration. Once an arbitrator has been appointed until the arbitration is closed, emergency, temporary or preliminary injunctive relief may only be granted by the arbitrator. Either you or we may apply to a court for enforcement of any emergency, temporary or preliminary injunctive relief granted by the arbitrator.
- Arbitration may be compelled at any time by either party, even where there is a pending lawsuit in court, unless a trial has begun or a final judgment has been entered. Neither you nor we waive the right to arbitrate by filing or serving a complaint, answer, counterclaim, motion, or discovery in a court lawsuit. To invoke arbitration, a party may file a motion to compel arbitration in a pending matter and/or commence arbitration by submitting the required AAA forms and requisite filing fees to the AAA.
- The arbitration shall be conducted by a single arbitrator in accordance with this arbitration provision and the AAA Rules, which may limit discovery. The arbitrator shall not apply any federal or state rules of civil procedure for discovery, but the arbitrator shall honor claims of privilege recognized at law and shall take reasonable steps to protect plan information and other confidential information of either party if requested to do so. The parties agree that the scope of discovery will be limited to non-privileged information that is relevant to the Claim, and consistent with the parties’ intent, the arbitrator shall ensure that allowed discovery is reasonable in scope, cost-effective and non-onerous to either party. The arbitrator shall apply the FAA and other applicable substantive law not inconsistent with the FAA, and may award damages or other relief under applicable law.
- The arbitrator shall make any award in writing and, if requested by you or us, may provide a brief written statement of the reasons for the award. An arbitration award shall decide the rights and obligations only of the parties named in the arbitration and shall not have any bearing on any other person or dispute.

**IF ARBITRATION IS INVOKED BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN PREARBITRATION DISCOVERY EXCEPT AS PROVIDED FOR IN THE APPLICABLE ARBITRATION RULES. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. YOU UNDERSTAND THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.**

### **Arbitration Fees and Other Costs**

The AAA Rules determine what costs you and we will pay to the AAA in connection with the arbitration process. In most instances, your responsibility for filing, administrative and arbitrator fees to pursue a Claim in arbitration will not exceed \$200. However, if the arbitrator decides that either the substance of your claim or the remedy you asked for is frivolous or brought for an improper purpose, the arbitrator will use the AAA Rules to determine whether you or we are responsible for the filing, administrative and arbitrator fees.

You may wish to consult with or be represented by an attorney during the arbitration process. Each party is responsible for its own attorney's fees and other expenses, such as witness fees and expert witness costs.

### **Confidentiality**

The arbitration proceedings and arbitration award shall be maintained by the parties as strictly confidential, except as is otherwise required by court order, as is necessary to confirm, vacate or enforce the award, and for disclosure in confidence to the parties' respective attorneys and tax advisors of a party who is an individual.

### **Questions of Arbitrability**

You and we mutually agree that the arbitrator, and not a court, will decide in the first instance all questions of substantive arbitrability, including without limitation the validity of this Section, whether you and we are bound by it, and whether this Section applies to a particular Claim.

### **Claims Excluded By Applicable Law**

If an arbitrator determines a particular Claim is excluded from arbitration by federal or state law, you and we agree that the following terms will apply to any legal or equitable action brought in court because of such Claim:

- You shall not bring any legal or equitable action against us because of a health benefit claim under this plan, or because of the alleged breach of this plan, more than two years after the end of the calendar year in which the services or supplies were provided.
- Any action brought because of a Claim under this plan will be litigated in the state or federal courts located in the state of Iowa and in no other.
- **YOU AND WE BOTH WAIVE ANY RIGHT TO A JURY TRIAL WITH RESPECT TO AND IN ANY CLAIM.**
- **FURTHER, YOU AND WE BOTH WAIVE ANY RIGHT TO SEEK OR RECOVER PUNITIVE OR EXEMPLARY DAMAGES WITH RESPECT TO ANY CLAIM.**

### **Survival and Severability of Terms**

This *Arbitration and Legal Action* section will survive termination of the plan. If any portion of this provision is deemed invalid or unenforceable under any law or statute it will not invalidate the remaining portions of this *Arbitration and Legal Action* section or the plan. To the extent a Claim qualifies for mandatory arbitration and there is a conflict or inconsistency between the AAA Rules

and this *Arbitration and Legal Action* section, this *Arbitration and Legal Action* section will govern.

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## 14. General Provisions

### Contract

The conditions of your coverage are defined in your contract. Your contract includes:

- Any application you submitted to us or to your employer or group sponsor.
- Any agreement or group policy we have with your employer or group sponsor.
- Any application completed by your employer or group sponsor.
- This summary plan description and any riders or amendments.

All of the statements made by you or your employer or group sponsor in any of these materials will be treated by us as representations, not warranties.

### Interpreting this Summary Plan Description

We will interpret the provisions of this summary plan description and determine the answer to all questions that arise under it. We have the administrative discretion to determine whether you meet our written eligibility requirements, or to interpret any other term in this summary plan description. If any benefit described in this summary plan description is subject to a determination of medical necessity, unless otherwise required by law, we will make that factual determination. Our interpretations and determinations are final and conclusive, subject to the appeal procedures outlined earlier in this summary plan description.

There are certain rules you must follow in order for us to properly administer your benefits. Different rules appear in different sections of your summary plan description. You should become familiar with the entire document.

### Plan Year

The Plan Year has been designated and communicated to Wellmark by your group health plan's plan sponsor or plan

administrator as the twelve month period commencing on the effective date of your group health plan's annual renewal with Wellmark.

### Authority to Terminate, Amend, or Modify

Your employer or group sponsor has the authority to terminate, amend, or modify the coverage described in this summary plan description at any time. Any amendment or modification will be in writing and will be as binding as this summary plan description. If your contract is terminated, you may not receive benefits.

### Authorized Group Benefits Plan Changes

No agent, employee, or representative of ours is authorized to vary, add to, change, modify, waive, or alter any of the provisions described in this summary plan description. This summary plan description cannot be changed except by one of the following:

- Written amendment signed by an authorized officer and accepted by you or your employer or group sponsor.
- Our receipt of proper notification that an event has changed your spouse or dependent's eligibility for coverage. See *Coverage Changes and Termination*, page 53.

### Authorized Representative

You may authorize another person to represent you and with whom you want us to communicate regarding specific claims or an appeal. This authorization must be in writing, signed by you, and include all the information required in our Authorized Representative Form. This form is available at *Wellmark.com* or by calling the Customer Service number on your ID card.

In a medically urgent situation your treating health care practitioner may act as your

authorized representative without completion of the Authorized Representative Form.

An assignment of benefits, release of information, or other similar form that you may sign at the request of your health care provider does not make your provider an authorized representative. You may authorize only one person as your representative at a time. You may revoke the authorized representative at any time.

### **Release of Information**

By enrolling in this group health plan, you have agreed to release any necessary information requested about you so we can process claims for benefits.

You must allow any provider, facility, or their employee to give us information about a treatment or condition. If we do not receive the information requested, or if you withhold information, your benefits may be denied. If you fraudulently use your coverage or misrepresent or conceal material facts when providing information, then we may terminate your coverage under this group health plan.

### **Privacy of Information**

Your employer or group sponsor is required to protect the privacy of your health information. It is required to request, use, or disclose your health information only as permitted or required by law. For example, your employer or group sponsor has contracted with Wellmark to administer this group health plan and Wellmark will use or disclose your health information for treatment, payment, and health care operations according to the standards and specifications of the federal privacy regulations.

### **Treatment**

We may disclose your health information to a physician or other health care provider in order for such health care provider to provide treatment to you.

### **Payment**

We may use and disclose your health information to pay for covered services from physicians, hospitals, and other providers, to determine your eligibility for benefits, to coordinate benefits, to determine medical necessity, to obtain payment from your employer or group sponsor, to issue explanations of benefits to the person enrolled in the group health plan in which you participate, and the like. We may disclose your health information to a health care provider or entity subject to the federal privacy rules so they can obtain payment or engage in these payment activities.

### **Health Care Operations**

We may use and disclose your health information in connection with health care operations. Health care operations include, but are not limited to, determining payment and rates for your group health plan; quality assessment and improvement activities; reviewing the competence or qualifications of health care practitioners, evaluating provider performance, conducting training programs, accreditation, certification, licensing, or credentialing activities; medical review, legal services, and auditing, including fraud and abuse detection and compliance; business planning and development; and business management and general administrative activities.

### **Other Disclosures**

Your employer or group sponsor or Wellmark is required to obtain your explicit authorization for any use or disclosure of your health information that is not permitted or required by law. For example, we may release claim payment information to a friend or family member to act on your behalf during a hospitalization if you submit an authorization to release information to that person. If you give us an authorization, you may revoke it in writing at any time. Your revocation will not affect any use or disclosures permitted by your authorization while it was in effect.

## Member Health Support Services

Wellmark may from time to time make available to you certain health support services (such as disease management), for a fee or for no fee. Wellmark may offer financial and other incentives to you to use such services. As a part of the provision of these services, Wellmark may:

- Use your personal health information (including, but not limited to, substance abuse, mental health, and HIV/AIDS information); and
- Disclose such information to your health care providers and Wellmark's health support service vendors, for purposes of providing such services to you.

Wellmark will use and disclose information according to the terms of our Privacy Practices Notice, which is available upon request or at *Wellmark.com*.

## Value Added or Innovative Benefits

Wellmark may, from time to time, make available to you certain value added or innovative benefits for a fee or for no fee. Examples include Blue365<sup>®</sup>, identity theft protections, and discounts on alternative/preventive therapies, fitness, exercise and diet assistance, and elective procedures as well as resources to help you make more informed health decisions. Wellmark may also provide rewards or incentives under this plan if you participate in certain voluntary wellness activities or programs that encourage healthy behaviors. Your employer is responsible for any income and employment tax withholding, depositing and reporting obligations that may apply to the value of such rewards and incentives.

## Value-Based Programs

Value-based programs involve local health care organizations that are held accountable for the quality and cost of care delivered to a defined population. Value-based programs can include accountable care organizations

(ACOs), patient centered medical homes (PCMHs), and other programs developed by Wellmark, the Blue Cross Blue Shield Association, or other Blue Cross Blue Shield health plans ("Blue Plans"). Wellmark and Blue Plans have entered into collaborative arrangements with value-based programs under which the health care providers participating in them are eligible for financial incentives relating to quality and cost-effective care of Wellmark and/or Blue Plan members. If your physician, hospital, or other health care provider participates in the Wellmark ACO program or other value-based program, Wellmark may make available to such health care providers your health care information, including claims information, for purposes of helping support their delivery of health care services to you.

## Nonassignment

Except as required by law, benefits for covered services under this group health plan are for your personal benefit and cannot be transferred or assigned to anyone else without our consent. Whether made before or after services are provided, you are prohibited from assigning any claim. You are further prohibited from assigning any cause of action arising out of or relating to this group health plan. Any attempt to assign this group health plan, even if assignment includes the provider's rights to receive payment, will be null and void. Nothing contained in this group health plan shall be construed to make the health plan or Wellmark liable to any third party to whom a member may be liable for medical care, treatment, or services.

## Governing Law

To the extent not superseded by the laws of the United States, the group health plan will be construed in accordance with and governed by the laws of the state of Iowa.

## Medicaid Enrollment and Payments to Medicaid

### Assignment of Rights

This group health plan will provide payment of benefits for covered services to you, your beneficiary, or any other person who has been legally assigned the right to receive such benefits under requirements established pursuant to Title XIX of the Social Security Act (Medicaid).

### Enrollment Without Regard to Medicaid

Your receipt or eligibility for medical assistance under Title XIX of the Social Security Act (Medicaid) will not affect your enrollment as a participant or beneficiary of this group health plan, nor will it affect our determination of any benefits paid to you.

### Acquisition by States of Rights of Third Parties

If payment has been made by Medicaid and Wellmark has a legal obligation to provide benefits for those services, Wellmark will make payment of those benefits in accordance with any state law under which a state acquires the right to such payments.

### Medicaid Reimbursement

When a PPO or Participating provider submits a claim to a state Medicaid program for a covered service and Wellmark reimburses the state Medicaid program for the service, Wellmark's total payment for the service will be limited to the amount paid to the state Medicaid program. No additional payments will be made to the provider or to you.

### Subrogation

For purposes of this "Subrogation" section, "third party" includes, but is not limited to, any of the following:

- The responsible person or that person's insurer;
- Uninsured motorist coverage;
- Underinsured motorist coverage;
- Personal umbrella coverage;

- Other insurance coverage including, but not limited to, homeowner's, motor vehicle, or medical payments insurance; and
- Any other payment from a source intended to compensate you for injuries resulting from an accident or alleged negligence.

### Right of Subrogation

If you or your legal representative have a claim to recover money from a third party and this claim relates to an illness or injury for which this group health plan provides benefits, we, on behalf of your employer or group sponsor, will be subrogated to you and your legal representative's rights to recover from the third party as a condition to your receipt of benefits.

### Right of Reimbursement

If you have an illness or injury as a result of the act of a third party or arising out of obligations you have under a contract and you or your legal representative files a claim under this group health plan, as a condition of receipt of benefits, you or your legal representative must reimburse us for all benefits paid for the illness or injury from money received from the third party or its insurer, or under the contract, to the extent of the amount paid by this group health plan on the claim.

Once you receive benefits under this group health plan arising from an illness or injury, we will assume any legal rights you have to collect compensation, damages, or any other payment related to the illness or injury from any third party.

You agree to recognize our rights under this group health plan to subrogation and reimbursement. These rights provide us with a priority over any money paid by a third party to you relative to the amount paid by this group health plan, including priority over any claim for nonmedical charges, or other costs and expenses. We will assume all rights of recovery, to the extent of payment made under this group health plan, regardless of whether payment

is made before or after settlement of a third party claim, and regardless of whether you have received full or complete compensation for an illness or injury.

### **Procedures for Subrogation and Reimbursement**

You or your legal representative must do whatever we request with respect to the exercise of our subrogation and reimbursement rights, and you agree to do nothing to prejudice those rights. In addition, at the time of making a claim for benefits, you or your legal representative must inform us in writing if you have an illness or injury caused by a third party or arising out of obligations you have under a contract. You or your legal representative must provide the following information, by registered mail, as soon as reasonably practicable of such illness or injury to us as a condition to receipt of benefits:

- The name, address, and telephone number of the third party that in any way caused the illness or injury or is a party to the contract, and of the attorney representing the third party;
- The name, address and telephone number of the third party's insurer and any insurer of you;
- The name, address and telephone number of your attorney with respect to the third party's act;
- Prior to the meeting, the date, time and location of any meeting between the third party or his attorney and you, or your attorney;
- All terms of any settlement offer made by the third party or his insurer or your insurer;
- All information discovered by you or your attorney concerning the insurance coverage of the third party;
- The amount and location of any money that is recovered by you from the third party or his insurer or your insurer, and the date that the money was received;
- Prior to settlement, all information related to any oral or written settlement agreement between you and the third party or his insurer or your insurer;
- All information regarding any legal action that has been brought on your behalf against the third party or his insurer; and
- All other information requested by us.

Send this information to:

Wellmark Blue Cross and Blue Shield  
1331 Grand Avenue, Station 5W580  
Des Moines, IA 50309-2901

You also agree to all of the following:

- You will immediately let us know about any potential claims or rights of recovery related to the illness or injury.
- You will furnish any information and assistance that we determine we will need to enforce our rights under this group health plan.
- You will do nothing to prejudice our rights and interests including, but not limited to, signing any release or waiver (or otherwise releasing) our rights, without obtaining our written permission.
- You will not compromise, settle, surrender, or release any claim or right of recovery described above, without obtaining our written permission.
- If payment is received from the other party or parties, you must reimburse us to the extent of benefit payments made under this group health plan.
- In the event you or your attorney receive any funds in compensation for your illness or injury, you or your attorney will hold those funds (up to and including the amount of benefits paid under this group health plan in connection with the illness or injury) in trust for the benefit of this group health plan as trustee(s) for us until the extent of our right to reimbursement or subrogation has been resolved.
- In the event you invoke your rights of recovery against a third-party related to the illness or injury, you will not seek an advancement of costs or fees from us.

- The amount of our subrogation interest shall be paid first from any funds recovered on your behalf from any source, without regard to whether you have been made whole or fully compensated for your losses, and the “make whole” rule is specifically rejected and inapplicable under this group health plan.
- We will not be liable for payment of any share of attorneys’ fees or other expenses incurred in obtaining any recovery, except as expressly agreed in writing, and the “common fund” rule is specifically rejected and inapplicable under this group health plan.

It is further agreed that in the event that you fail to take the necessary legal action to recover from the responsible party, we shall have the option to do so and may proceed in its name or your name against the responsible party and shall be entitled to the recovery of the amount of benefits paid under this group health plan and shall be entitled to recover its expenses, including reasonable attorney fees and costs, incurred for such recovery.

In the event we deem it necessary to institute legal action against you if you fail to repay us as required in this group health plan, you shall be liable for the amount of such payments made by us as well as all of our costs of collection, including reasonable attorney fees and costs.

You hereby authorize the deduction of any excess benefit received or benefits that should not have been paid, from any present or future compensation payments.

You and your covered family member(s) must notify us if you have the potential right to receive payment from someone else. You must cooperate with us to ensure that our rights to subrogation are protected.

Our right of subrogation and reimbursement under this group health plan applies to all rights of recovery, and not only to your right to compensation for medical expenses. A settlement or judgment

structured in any manner not to include medical expenses, or an action brought by you or on your behalf which fails to state a claim for recovery of medical expenses, shall not defeat our rights of subrogation and reimbursement if there is any recovery on your claim.

We reserve the right to offset any amounts owed to us against any future claim payments.

### **Workers’ Compensation**

If you have received benefits under this group health plan for an injury or condition that is the subject or basis of a workers’ compensation claim (whether litigated or not), we are entitled to reimbursement to the extent benefits are paid under this plan in the event that your claim is accepted or adjudged to be covered under workers’ compensation.

Furthermore, we are entitled to reimbursement from you to the full extent of benefits paid out of any proceeds you receive from any workers’ compensation claim, regardless of whether you have been made whole or fully compensated for your losses, regardless of whether the proceeds represent a compromise or disputed settlement, and regardless of any characterization of the settlement proceeds by the parties to the settlement. We will not be liable for any attorney’s fees or other expenses incurred in obtaining any proceeds for any workers’ compensation claim.

We utilize industry standard methods to identify claims that may be work-related. This may result in initial payment of some claims that are work-related. We reserve the right to seek reimbursement of any such claim or to waive reimbursement of any claim, at our discretion.

### **Payment in Error**

If for any reason we make payment in error, we may recover the amount we paid.

If we determine we did not make full payment, Wellmark will make the correct payment without interest.

## Notice

If a specific address has not been provided elsewhere in this summary plan description, you may send any notice to Wellmark's office:

Wellmark Blue Cross and Blue Shield  
1331 Grand Avenue  
Des Moines, IA 50309-2901

Any notice from Wellmark to you is acceptable when sent to your address as it appears on Wellmark's records or the address of the group through which you are enrolled.

## Submitting a Complaint

If you are dissatisfied or have a complaint regarding our products or services, call the Customer Service number on your ID card. We will attempt to resolve the issue in a timely manner. You may also contact Customer Service for information on where to send a written complaint.

## Consent to Telephone Calls and Text or Email Notifications

By enrolling in this employer sponsored group health plan, and providing your phone number and email address to your employer or to Wellmark, you give express consent to Wellmark to contact you using the email address or residential or cellular telephone number provided via live or pre-recorded voice call, or text message notification or email notification. Wellmark may contact you for purposes of providing important information about your plan and benefits, or to offer additional products and services related to your Wellmark plan. You may revoke this consent by following instructions given to you in the email, text or call notifications, or by telling the Wellmark representative that you no longer want to receive calls.

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# Glossary

The definitions in this section are terms that are used in various sections of this summary plan description. A term that appears in only one section is defined in that section.

**Accidental Injury.** An injury, independent of disease or bodily infirmity or any other cause, that happens by chance and requires immediate medical attention.

**Admission.** Formal acceptance as a patient to a hospital or other covered health care facility for a health condition.

**Amount Charged.** The amount that a provider bills for a service or supply, whether or not it is covered under this group health plan.

**Benefits.** Medically necessary services or supplies that qualify for payment under this group health plan.

**BlueCard Program.** The Blue Cross Blue Shield Association program that permits members of any Blue Cross or Blue Shield Plan to have access to the advantages of PPO Providers throughout the United States.

**Creditable Coverage.** Any of the following categories of coverage:

- Group health plan (including government and church plans).
- Health insurance coverage (including group, individual, and short-term limited duration coverage).
- Medicare (Part A or B of Title XVIII of the Social Security Act).
- Medicaid (Title XIX of the Social Security Act).
- Medical care for members and certain former members of the uniformed services, and for their dependents (Chapter 55 of Title 10, United States Code).
- A medical care program of the Indian Health Service or of a tribal organization.
- A state health benefits risk pool.

- Federal Employee Health Benefit Plan (a health plan offered under Chapter 89 of Title 5, United States Code).
- A State Children's Health Insurance Program (S-CHIP).
- A public health plan as defined in federal regulations (including health coverage provided under a plan established or maintained by a foreign country or political subdivision).
- A health benefits plan under Section 5(e) of the Peace Corps Act.
- An organized delivery system licensed by the director of public health.

**Extended Home Skilled Nursing.**

Home skilled nursing care, other than short-term home skilled nursing, provided in the home by a registered (R.N.) or licensed practical nurse (L.P.N.) who is associated with an agency accredited by the Joint Commission for Accreditation of Health Care Organizations (JCAHO) or a Medicare-certified agency that is ordered by a physician and consists of four or more hours per day of continuous nursing care that requires the technical proficiency and knowledge of an R.N. or L.P.N.

**Group.** Those plan members who share a common relationship, such as employment or membership.

**Group Sponsor.** The entity that sponsors this group health plan.

**Illness or Injury.** Any bodily disorder, bodily injury, disease, or mental health condition, including pregnancy and complications of pregnancy.

**Inpatient.** Services received, or a person receiving services, while admitted to a health care facility for at least an overnight stay.

**Medically Urgent Situation.** A situation where a longer, non-urgent response time to

a pre-service notification could seriously jeopardize the life or health of the benefits plan member seeking services or, in the opinion of a physician with knowledge of the member's medical condition, would subject the member to severe pain that cannot be managed without the services in question.

**Medicare.** The federal government health insurance program established under Title XVIII of the Social Security Act for people age 65 and older and for individuals of any age entitled to monthly disability benefits under Social Security or the Railroad Retirement Program. It is also for those with chronic renal disease who require hemodialysis or kidney transplant.

**Member.** A person covered under this group health plan.

**Office.** An office setting is the room or rooms in which the practitioner or staff provide patient care.

**Out-of-Network Provider.** A facility or practitioner that does not participate with Wellmark or any other Blue Cross or Blue Shield Plan. Pharmacies that do not contract with our pharmacy benefits manager are considered Out-of-Network Providers.

**Outpatient.** Services received, or a person receiving services, in the outpatient department of a hospital, an ambulatory surgery center, or the home.

**Participating Providers.** These providers participate with a Blue Cross and/or Blue Shield Plan in another state or service area but not with a preferred provider program. Pharmacies that contract with our pharmacy benefits manager are considered Participating Providers.

**Plan Member.** The person who signed for this group health plan.

**Plan Year.** A date used for purposes of determining compliance with federal legislation.

**PPO Provider.** A facility or practitioner that participates with a Blue Cross or Blue Shield preferred provider program.

**Services or Supplies.** Any services, supplies, treatments, devices, or drugs, as applicable in the context of this summary plan description, that may be used to diagnose or treat a medical condition.

**Spouse.** A man or woman lawfully married to a covered member.

**Urgent Care Centers** provide medical care without an appointment during all hours of operation to walk-in patients of all ages who are ill or injured and require immediate care but may not require the services of a hospital emergency room.

**We, Our, Us.** Wellmark Blue Cross and Blue Shield.

**X-ray and Lab Services.** Tests, screenings, imagings, and evaluation procedures identified in the American Medical Association's Current Procedural Terminology (CPT) manual, Standard Edition, under *Radiology Guidelines* and *Pathology and Laboratory Guidelines*.

**You, Your.** The plan member and family members eligible for coverage under this group health plan.

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S U M M A R Y P L A N  
D E S C R I P T I O N

**The City of Cedar Falls  
Employee Health Benefit Plan**

**Non-Union and Fire Union Employees  
and Retirees of These Groups**

DRAFT

Group Effective Date: 7/1/2020  
Plan Year: July 1  
Coverage Code: SST

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Wellmark Blue Cross and Blue Shield is an Independent Licensee of the Blue Cross and Blue Shield Association.

# **AllianceSelect<sup>SM</sup>** **City of Cedar Falls Plan A PPO**

## **NOTICE**

This group health plan is sponsored and funded by your employer or group sponsor. Your employer or group sponsor has a financial arrangement with Wellmark under which your employer or group sponsor is solely responsible for claim payment amounts for covered services provided to you. Wellmark provides administrative services and provider network access only and does not assume any financial risk or obligation for claim payment amounts.

DRAFT

Form Number: Wellmark SD Grp (TPA)

Group Effective Date: 7/1/2020  
Plan Year: July 1  
Print Date: 8/10/2020  
Coverage Code: SST  
Version: 01/20

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# About This Summary Plan Description

## Important Information

This summary plan description describes your rights and responsibilities under your group health plan. You and your covered dependents have the right to request a copy of this summary plan description, at no cost to you, by contacting your employer or group sponsor.

**Please note:** Your employer or group sponsor has the authority to terminate, amend, or modify the coverage described in this summary plan description at any time. Any amendment or modification will be in writing and will be as binding as this summary plan description. If your contract is terminated, you may not receive benefits.

You should familiarize yourself with the entire summary plan description because it describes your benefits, payment obligations, provider networks, claim processes, and other rights and responsibilities.

## Charts

Some sections have charts, which provide a quick reference or summary but are not a complete description of all details about a topic. A particular chart may not describe some significant factors that would help determine your coverage, payments, or other responsibilities. It is important for you to look up details and not to rely only upon a chart. It is also important to follow any references to other parts of the summary plan description. (References tell you to “see” a section or subject heading, such as, “See *Details – Covered and Not Covered*.” References may also include a page number.)

## Complete Information

Very often, complete information on a subject requires you to consult more than one section of the summary plan description. For instance, most information on coverage will be found in these sections:

- At a Glance – Covered and Not Covered
- Details – Covered and Not Covered
- General Conditions of Coverage, Exclusions, and Limitations

However, coverage might be affected also by your choice of provider (information in the *Choosing a Provider* section), certain notification requirements if applicable to your group health plan (the *Notification Requirements and Care Coordination* section), and considerations of eligibility (the *Coverage Eligibility and Effective Date* section).

Even if a service is listed as covered, benefits might not be available in certain situations, and even if a service is not specifically described as being excluded, it might not be covered.

## Read Thoroughly

You can use your group health plan to the best advantage by learning how this document is organized and how sections are related to each other. And whenever you look up a particular topic, follow any references, and read thoroughly.

Your coverage includes many services, treatments, supplies, devices, and drugs. Throughout the summary plan description, the words *services or supplies* refer to any services, treatments, supplies, devices, or drugs, as applicable in the context, that may be used to diagnose or treat a condition.

## Plan Description

<b>Plan Name:</b>	The City of Cedar Falls Employee Health Benefit Plan
<b>Plan Sponsor:</b>	City of Cedar Falls
<b>Employer ID Number:</b>	42-6004332
<b>Plan Number:</b>	501
<b>When Plan Year Ends:</b>	June 30
<b>Participants of Plan:</b>	Eligible employees, retirees, and their dependents See <i>Coverage Eligibility and Effective Date</i> later in this summary plan description.
<b>Plan Administrator and Agent for Service of Legal Process:</b>	City of Cedar Falls 220 Clay Street Cedar Falls, IA 50613-2726 Service of legal process may be made upon the plan administrator and/or agent.
<b>How Plan Costs Are Funded:</b>	The Plan Sponsor and the employees pay the cost of this Plan.
<b>Type of Plan:</b>	Group Health Plan
<b>Type of Administration:</b>	Self-Funded
<b>Benefits Administered by:</b>	Wellmark Blue Cross and Blue Shield of South Dakota 1331 Grand Avenue Des Moines, IA 50309-2901

If this plan is maintained by two or more employers, you may write to the plan administrator for a complete list of the plan sponsors.

This group benefits plan is maintained pursuant to a collective bargaining agreement. A copy of the agreement may be obtained by participants and beneficiaries upon written request to the plan administrator and is available for examination by participants and beneficiaries, as required by 29 CFR §§2520.104b-1 *et seq.*

In addition, this plan may not discriminate against you based on: health status; medical condition (including both physical and mental illnesses); claims experience; receipt of health care; medical history; genetic information; medical evidence of good health (including participation in certain dangerous recreational activities and conditions arising out of acts of domestic violence); and disability as mandated by the Health Insurance Portability and Accountability Act of 1996.

## Questions

If you have questions about your group health plan, or are unsure whether a particular service or supply is covered, call the Customer Service number on your ID card.



# 1. What You Pay

This section is intended to provide you with an overview of your payment obligations under this group health plan. This section is not intended to be and does not constitute a complete description of your payment obligations. To understand your complete payment obligations you must become familiar with this entire summary plan description, especially the *Factors Affecting What You Pay* and *Choosing a Provider* sections.

## Provider Network

Under the medical benefits of this plan, your network of providers consists of PPO and Participating providers. All other providers are Out-of-Network Providers. Which provider type you choose will affect what you pay.

**PPO Providers.** These providers participate with the Wellmark Blue PPO<sup>SM</sup> network or with a Blue Cross and/or Blue Shield PPO network in another state or service area. You typically pay the least for services received from these providers. Throughout this summary plan description we refer to these providers as PPO Providers.

**Participating Providers.** These providers participate with a Blue Cross and/or Blue Shield network in another state or service area, but not with a PPO network. You typically pay more for services from these providers than for services from PPO Providers. Throughout this summary plan description we refer to these providers as Participating Providers.

**Out-of-Network Providers.** Out-of-Network Providers do not participate with Wellmark or any other Blue Cross and/or Blue Shield Plan. You typically pay the most for services from these providers.

## Payment Summary

This chart summarizes your payment responsibilities. It is only intended to provide you with an overview of your payment obligations. It is important that you read this entire section and not just rely on this chart for your payment obligations.

You Pay
<b>Deductible</b>
\$500 per person
\$1,000 (maximum) per family*
<b>Coinsurance</b>
10% for covered services received from PPO Providers.
20% for covered services received from Participating and Out-of-Network providers.
<b>Out-of-Pocket Maximum</b>
\$1,000 per person
\$2,000 (maximum) per family*

\*Family amounts are reached from amounts accumulated on behalf of any combination of covered family members. A member will not be required to satisfy more than the single deductible before we make benefit payments for that member.

## Payment Details

### Deductible

This is a fixed dollar amount you pay for covered services in a benefit year before medical benefits become available.

The family deductible amount is reached from amounts accumulated on behalf of any combination of covered family members.

A member will not be required to satisfy more than the single deductible before we make benefit payments for that member.

Once you meet the deductible, then coinsurance applies.

Deductible amounts you pay during the last three months of a benefit year carry over as credits to meet your deductible for the next benefit year. These credits do not apply toward your out-of-pocket maximum.

**Common Accident Deductible.** When two or more covered family members are involved in the same accident and they receive covered services for injuries related to the accident, only one deductible amount will be applied to the accident-related services for all family members involved. However, you still need to satisfy the family (not the per person) out-of-pocket maximum.

Deductible amounts are waived for some services. See *Waived Payment Obligations* later in this section.

## Coinsurance

Coinsurance is an amount you pay for certain covered services. Coinsurance is calculated by multiplying the fixed percentage(s) shown earlier in this section times Wellmark's payment arrangement amount. Payment arrangements may differ depending on the contracting status of the provider and/or the state where you receive services. For details, see *How Coinsurance is Calculated*, page 47. Coinsurance amounts apply after you meet the deductible.

Coinsurance amounts are waived for some services. See *Waived Payment Obligations* later in this section.

## Out-of-Pocket Maximum

The out-of-pocket maximum is the maximum amount you pay, out of your pocket, for most covered services in a benefit year. Many amounts you pay for covered services during a benefit year accumulate toward the out-of-pocket maximum. These amounts include:

- Deductible.
- Coinsurance.

The family out-of-pocket maximum is reached from applicable amounts paid on behalf of any combination of covered family members.

However, certain amounts do not apply toward your out-of-pocket maximum.

- Amounts representing any general exclusions and conditions. See *General Conditions of Coverage, Exclusions, and Limitations*, page 31.
- Difference in cost between the provider's amount charged and our maximum allowable fee when you receive services from an Out-of-Network Provider.

These amounts continue even after you have met your out-of-pocket maximum.

## Benefits Maximums

Benefits maximums are the maximum benefit amounts that each member is eligible to receive.

Benefits maximums are accumulated from benefits under this medical benefits plan and prior medical benefits plans sponsored by your employer or group sponsor and administered by Wellmark Blue Cross and Blue Shield.

## Waived Payment Obligations

Some payment obligations are waived for the following covered services.

Covered Service	Payment Obligation Waived
Breast pumps (manual or non-hospital grade electric) <sup>†</sup> purchased from a covered PPO or Participating home/durable medical equipment provider.	Deductible Coinsurance
Breastfeeding support, supplies, and one-on-one lactation consultant services, including counseling and education, during pregnancy and/or the duration of breastfeeding <sup>†</sup> when received from PPO or Participating providers.	Deductible Coinsurance
Contraceptive medical devices, such as intrauterine devices and diaphragms <sup>†</sup> received from PPO or Participating providers.	Deductible Coinsurance
Implanted and injected contraceptives <sup>†</sup> received from PPO or Participating providers.	Deductible Coinsurance
Medical evaluations and counseling for nicotine dependence per U.S. Preventive Services Task Force (USPSTF) guidelines <sup>†</sup> when received from PPO or Participating providers.	Deductible Coinsurance
Newborn's initial hospitalization, when considered normal newborn care – practitioner services.	Deductible
Office and independent lab services received from PPO Providers. Some lab testing performed in the office may be sent to a provider that is not a PPO Provider for processing. When this happens, your deductible and coinsurance may apply.	Deductible
Postpartum home visits (two) when a mother and her baby are voluntarily discharged from the hospital within 48 hours of normal labor and delivery or within 96 hours of cesarean birth.**	Deductible Coinsurance

Covered Service	Payment Obligation Waived
Preventive care, items, and services,* † received from PPO or Participating providers, as follows: <ul style="list-style-type: none"> <li>■ Items or services with an “A” or “B” rating in the current recommendations of the United States Preventive Services Task Force (USPSTF);</li> <li>■ Immunizations as recommended by the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention (ACIP);</li> <li>■ Preventive care and screenings for infants, children, and adolescents provided for in guidelines supported by the Health Resources and Services Administration (HRSA); and</li> <li>■ Preventive care and screenings for women provided for in guidelines supported by the HRSA.***</li> </ul>	Deductible Coinsurance
Preventive colonoscopies† received from Participating and Out-of-Network providers.	Deductible
Preventive mammograms*** † received from Participating and Out-of-Network providers.	Deductible
Preventive Pap smears† received from Participating and Out-of-Network providers.	Deductible
Preventive screenings for prostate cancer† received from Participating and Out-of-Network providers.	Deductible
Prosthetic limb devices received from PPO Providers.	Deductible
Telehealth services received from PPO practitioners and practitioners contracting through Doctor on Demand.‡	Deductible
Urgent care center services received from PPO Providers.	Deductible
Voluntary sterilization for female members† received from PPO or Participating providers.	Deductible Coinsurance
Well-child care.	Deductible

\*A complete list of recommendations and guidelines related to preventive services can be found at [www.healthcare.gov](http://www.healthcare.gov). Recommended preventive services are subject to change and are subject to medical management.

\*\*If you have a newborn child, but you do not add that child to your coverage, your newborn child may be added to your coverage solely for the purpose of administering benefits for the newborn during the first 48 hours following a vaginal delivery or 96 hours following a cesarean delivery. If that occurs, a separate deductible and coinsurance will be applied to your newborn child unless your coverage specifically waives the deductible or coinsurance for your newborn child.

\*\*\*Digital breast tomosynthesis (3D mammogram) may be subject to deductible and coinsurance, as applicable.

†Preventive care, excluding well-child, received from Participating and Out-of-Network providers waives payment obligations up to \$500 per benefit year for the employee, retiree, and covered spouse and \$250 per benefit year for covered children age seven and older. Once this maximum is met, preventive care received from Participating and Out-of-Network providers is subject to deductible and coinsurance, as applicable.

‡Members can access telehealth services from Doctor on Demand through the Doctor on Demand mobile application or through [myWellmark.com](http://myWellmark.com).

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## 2. At a Glance - Covered and Not Covered

Your coverage provides benefits for many services and supplies. There are also services for which this coverage does not provide benefits. The following chart is provided for your convenience as a quick reference only. This chart is not intended to be and does not constitute a complete description of all coverage details and factors that determine whether a service is covered or not. All covered services are subject to the contract terms and conditions contained throughout this summary plan description. Many of these terms and conditions are contained in *Details – Covered and Not Covered*, page 13. To fully understand which services are covered and which are not, you must become familiar with this entire summary plan description. Please call us if you are unsure whether a particular service is covered or not.

The headings in this chart provide the following information:

**Category.** Service categories are listed alphabetically and are repeated, with additional detailed information, in *Details – Covered and Not Covered*.

**Covered.** The listed category is generally covered, but some restrictions may apply.

**Not Covered.** The listed category is generally not covered.

**See Page.** This column lists the page number in *Details – Covered and Not Covered* where there is further information about the category.

**Benefits Maximums.** This column lists maximum benefit amounts that each member is eligible to receive. Benefits maximums that apply per benefit year or per lifetime are reached from benefits accumulated under this group health plan and any prior group health plans sponsored by your employer or group sponsor and administered by Wellmark Blue Cross and Blue Shield.

Category	Covered	Not Covered	See Page	Benefits Maximums
Acupuncture Treatment		⊘	13	
Allergy Testing and Treatment	●		13	
Ambulance Services	●		13	
Anesthesia	●		13	
Autism Treatment	●		14	Applied Behavior Analysis (ABA) services for the treatment of autism spectrum disorder for children age 18 and younger: <ul style="list-style-type: none"> <li>■ For children through age six: <b>\$36,000</b> per calendar year.</li> <li>■ For children age seven through age 13: <b>\$25,000</b> per calendar year.</li> <li>■ For children age 14 through age 18: <b>\$12,500</b> per calendar year.</li> </ul>
Blood and Blood Administration	●		15	
Chemical Dependency Treatment	●		15	
Chemotherapy and Radiation Therapy	●		15	

Category	Covered	Not Covered	See Page	Benefits Maximums
Clinical Trials – Routine Care Associated with Clinical Trials	●		15	
Contraceptives	●		16	
Conversion Therapy		⊘	16	
Cosmetic Services		⊘	16	
Counseling and Education Services		⊘	16	
Dental Treatment for Accidental Injury	●		16	
Dialysis	●		17	
Education Services for Diabetes	●		17	10 hours of outpatient diabetes self-management training provided within a 12-month period, plus follow-up training of up to two hours annually.
Emergency Services	●		17	
Fertility and Infertility Services	●		18	\$15,000 per lifetime for infertility transfer procedures.
Genetic Testing	●		18	
Hearing Services (related to an illness or injury)	●		18	
Home Health Services	●		18	The daily benefit for short-term home skilled nursing services will not exceed Wellmark's daily maximum allowable fee for skilled nursing facility services.
Home/Durable Medical Equipment	●		19	
Hospice Services	●		20	15 days per lifetime for inpatient hospice respite care. 15 days per lifetime for outpatient hospice respite care. <b>Please note:</b> Hospice respite care must be used in increments of not more than five days at a time.
Hospitals and Facilities	●		20	
Illness or Injury Services	●		21	
Inhalation Therapy	●		21	
Maternity Services	●		21	
Medical and Surgical Supplies and Personal Convenience Items	●		22	
Mental Health Services	●		22	
Morbid Obesity Treatment	●		23	
Motor Vehicles		⊘	23	
Musculoskeletal Treatment	●		23	
Nonmedical or Administrative Services		⊘	23	
Nutritional and Dietary Supplements	●		24	



Category	Covered	Not Covered	See Page	Benefits Maximums
<b>Occupational Therapy</b>	●		24	
<b>Orthotics</b>		⊖	24	
<b>Physical Therapy</b>	●		24	
<b>Physicians and Practitioners</b>			25	
Advanced Registered Nurse Practitioners	●		25	
Audiologists	●		25	
Chiropractors	●		25	
Doctors of Osteopathy	●		25	
Licensed Independent Social Workers	●		25	
Medical Doctors	●		25	
Occupational Therapists	●		25	
Optometrists	●		25	
Oral Surgeons	●		25	
Physical Therapists	●		25	
Physician Assistants	●		25	
Podiatrists	●		25	
Psychologists	●		25	
Speech Pathologists	●		25	
<b>Prescription Drugs</b>	●		25	
<b>Preventive Care</b>	●		26	Well-child care until the child reaches age seven.
<b>Prosthetic Devices</b>	●		26	
<b>Reconstructive Surgery</b>	●		27	
<b>Self-Help Programs</b>		⊖	27	
<b>Sleep Apnea Treatment</b>	●		27	
<b>Social Adjustment</b>		⊖	27	
<b>Speech Therapy</b>	●		27	
<b>Surgery</b>	●		27	
<b>Telehealth Services</b>	●		27	
<b>Temporomandibular Joint Disorder (TMD)</b>	●		28	
<b>Transplants</b>	●		28	
<b>Travel or Lodging Costs</b>		⊖	28	
<b>Vision Services (related to an illness or injury)</b>	●		28	
<b>Wigs or Hairpieces</b>	●		29	One wig or hairpiece per lifetime.
<b>X-ray and Laboratory Services</b>	●		29	

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## 3. Details - Covered and Not Covered

All covered services or supplies listed in this section are subject to the general contract provisions and limitations described in this summary plan description. Also see the section *General Conditions of Coverage, Exclusions, and Limitations*, page 31. If a service or supply is not specifically listed, do not assume it is covered.

### Acupuncture Treatment

**Not Covered:** Acupuncture and acupressure treatment.

### Allergy Testing and Treatment

**Covered.**

### Ambulance Services

**Covered:**

- Professional emergency air and ground ambulance transportation to a hospital in the surrounding area where your ambulance transportation originates. All of the following are required to qualify for benefits:
  - The services required to treat your illness or injury are not available in the facility where you are currently receiving care if you are an inpatient at a facility.
  - You are transported to the nearest hospital with adequate facilities to treat your medical condition.
  - During transport, your medical condition requires the services that are provided only by an air or ground ambulance that is professionally staffed and specially equipped for taking sick or injured people to or from a health care facility in an emergency.
  - The air or ground ambulance has the necessary patient care equipment and supplies to meet your needs.
  - Your medical condition requires immediate and rapid ambulance transport.

- In addition to the preceding requirements, for air ambulance services to be covered, all of the following must be met:
  - Your medical condition requires immediate and rapid air ambulance transport that cannot be provided by a ground ambulance; or the point of pick up is inaccessible by a land vehicle.
  - Great distances, limited time frames, or other obstacles are involved in getting you to the nearest hospital with appropriate facilities for treatment.
  - Your condition is such that the time needed to transport you by land poses a threat to your health.

In an emergency situation, if you cannot reasonably utilize a PPO ambulance service, covered services will be reimbursed as though they were received from a PPO ambulance service. However, because we do not have contracts with Out-of-Network Providers and they may not accept our payment arrangements, you are responsible for any difference between the amount charged and our amount paid for a covered service.

- Professional nonemergency ground ambulance transportation to a hospital or nursing facility in the surrounding area where your ambulance transportation originates. All of the following are required to qualify for benefits:
  - The services required to treat your illness or injury are not available in

the facility where you are currently receiving care.

- You are transported to the nearest hospital or nursing facility with adequate facilities to treat your medical condition.
- During transport your medical condition requires the services that are provided only by a ground ambulance that is professionally staffed and specially equipped for taking sick or injured people to or from a health care facility.
- The ground ambulance has the necessary patient care equipment and supplies to meet your needs.

**Not Covered:**

- Professional air or ground ambulance transport from a facility capable of treating your condition.
- Professional ground ambulance transport to or from any location when you are physically and mentally capable of being a passenger in a private vehicle.
- Professional ground ambulance round-trip transports from your residence to a medical provider for an appointment or treatment and back to your residence.
- Professional air or ground transport when performed primarily for your convenience or the convenience of your family, physician, or other health care provider.
- Professional, nonemergency air ambulance transports to any location for any reason.
- Nonprofessional air or ground ambulance transports to any location for any reason. This includes non-ambulance vehicles such as vans or taxis that are equipped to transport stretchers or wheelchairs but are not professionally operated or staffed.

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## Anesthesia

**Covered:** Anesthesia and the administration of anesthesia.

**Not Covered:** Local or topical anesthesia billed separately from related surgical or medical procedures.

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## Autism Spectrum Disorder Treatment

**Covered:** Diagnosis and treatment of autism spectrum disorder and Applied Behavior Analysis services for the treatment of autism spectrum disorder for children age 18 and younger when Applied Behavior Analysis services are performed or supervised pursuant to an approved treatment plan by a licensed physician or psychologist or a master's or doctoral degree holder certified by the National Behavior Analyst Certification Board with a designation of board certified behavior analyst. Autism spectrum disorder is a complex neurodevelopmental medical disorder characterized by social impairment, communication difficulties, and restricted, repetitive, and stereotyped patterns of behavior.

**Benefits Maximum:**

- Applied Behavior Analysis services for the treatment of autism spectrum disorder for children age 18 and younger:
  - For children through age six: **\$36,000** per calendar year.
  - For children age seven through age 13: **\$25,000** per calendar year.
  - For children age 14 through age 18: **\$12,500** per calendar year.

**Not Covered:**

- Applied Behavior Analysis services for the treatment of autism spectrum disorder for members age 19 and older.
- Applied Behavior Analysis services other than for the treatment of autism spectrum disorder.

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## Blood and Blood Administration

**Covered:** Blood and blood administration, including blood derivatives, and blood components.

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## Chemical Dependency Treatment

**Covered:** Treatment for a condition with physical or psychological symptoms produced by the habitual use of certain drugs or alcohol as described in the most current *Diagnostic and Statistical Manual of Mental Disorders*.

**Licensed Substance Abuse Treatment Program.** Benefits are available for chemical dependency treatment in the following settings:

- Treatment provided in an office visit, or outpatient setting;
- Treatment provided in an intensive outpatient setting;
- Treatment provided in an outpatient partial hospitalization setting;
- Drug or alcohol rehabilitation therapy or counseling provided while participating in a clinically managed low intensity residential treatment setting, also known as supervised living;
- Treatment, including room and board, provided in a clinically managed medium or high intensity residential treatment setting;
- Treatment provided in a medically monitored intensive inpatient or detoxification setting; and
- For inpatient, medically managed acute care for patients whose condition requires the resources of an acute care general hospital or a medically managed inpatient treatment program.

### Not Covered:

- Room and board provided while participating in a clinically managed low intensity residential treatment setting, also known as supervised living.

- Recreational activities or therapy, social activities, meals, excursions or other activities not considered clinical treatment, while participating in substance abuse treatment programs.

### See Also:

*Hospitals and Facilities* later in this section.

*Notification Requirements and Care Coordination*, page 41.

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## Chemotherapy and Radiation Therapy

**Covered:** Use of chemical agents or radiation to treat or control a serious illness.

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## Clinical Trials – Routine Care Associated with Clinical Trials

**Covered:** Medically necessary routine patient costs for items and services otherwise covered under this plan furnished in connection with participation in an approved clinical trial related to the treatment of cancer or other life-threatening diseases or conditions, when a covered member is referred by a PPO or Participating provider based on the conclusion that the member is eligible to participate in an approved clinical trial according to the trial protocol or the member provides medical and scientific information establishing that the member's participation in the clinical trial would be appropriate according to the trial protocol.

### Not Covered:

- Investigational or experimental items, devices, or services which are themselves the subject of the clinical trial;
- Clinical trials, items, and services that are provided solely to satisfy data collection and analysis needs and that are not used in the direct clinical management of the patient;
- Services that are clearly inconsistent with widely accepted and established

standards of care for a particular diagnosis.

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## Contraceptives

**Covered:** The following conception prevention, as approved by the U.S. Food and Drug Administration:

- Contraceptive medical devices, such as intrauterine devices and diaphragms.
- Implanted contraceptives.
- Injected contraceptives.

**Not Covered:**

- Contraceptive drugs and contraceptive drug delivery devices, such as insertable rings and patches.

**Please note:** Contraceptive drugs and contraceptive drug delivery devices, such as insertable rings and patches may be covered under your employer's prescription drug plan.

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## Conversion Therapy

**Not Covered:** Conversion therapy services.

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## Cosmetic Services

**Not Covered:** Cosmetic services, supplies, or drugs if provided primarily to improve physical appearance. However, a service, supply, or drug that results in an incidental improvement in appearance may be covered if it is provided primarily to restore function lost or impaired as the result of an illness, accidental injury, or a birth defect. You are also not covered for treatment for any complications resulting from a noncovered cosmetic procedure.

**See Also:**

*Reconstructive Surgery* later in this section.

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## Counseling and Education Services

**Not Covered:**

- Bereavement counseling or services (including volunteers or clergy), family counseling or training services, marriage counseling or training services, and community-based services.
- Education or educational therapy other than covered lactation consultant services or education for self-management of diabetes.
- Learning and educational services and treatments including, but not limited to, non-drug therapy for high blood pressure control, exercise modalities for the treatment of obesity, nutritional instruction for the control of gastrointestinal conditions, or reading programs for dyslexia, for any medical, mental health, or substance abuse condition.

**See Also:**

*Genetic Testing* later in this section.

*Education Services for Diabetes* later in this section.

*Mental Health Services* later in this section.

*Preventive Care* later in this section.

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## Dental Services

**Covered:**

- Dental treatment for accidental injuries when:
  - Treatment is completed within 72 hours of the injury.
- Anesthesia (general) and hospital or ambulatory surgical facility services related to covered dental services if:
  - You are under age 14 and, based on a determination by a licensed dentist and your treating physician, you have a dental or developmental condition for which patient management in the dental office has been ineffective and requires dental

- treatment in a hospital or ambulatory surgical facility; or
- Based on a determination by a licensed dentist and your treating physician, you have one or more medical conditions that would create significant or undue medical risk in the course of delivery of any necessary dental treatment or surgery if not rendered in a hospital or ambulatory surgical facility.
- Impacted teeth removal (surgical) as an inpatient or outpatient of a facility only when you have a medical condition (such as hemophilia) that requires hospitalization.
  - Facial bone fracture reduction.
  - Incisions of accessory sinus, mouth, salivary glands, or ducts.
  - Jaw dislocation manipulation.
  - Orthodontic services associated with management of cleft palate.
  - Treatment of abnormal changes in the mouth due to injury or disease of the mouth, or dental care (oral examination, x-rays, extractions, and nonsurgical elimination of oral infection) required for the direct treatment of a medical condition, limited to:
    - Dental services related to medical transplant procedures;
    - Initiation of immunosuppressives (medication used to reduce inflammation and suppress the immune system); or
    - Treatment of neoplasms of the mouth and contiguous tissue.

**Not Covered:**

- General dentistry including, but not limited to, diagnostic and preventive services, restorative services, endodontic services, periodontal services, indirect fabrications, dentures and bridges, and orthodontic services unrelated to accidental injuries or management of cleft palate.
- Injuries associated with or resulting from the act of chewing.

- Maxillary or mandibular tooth implants (osseointegration) unrelated to accidental injuries or abnormal changes in the mouth due to injury or disease.

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**Dialysis**

**Covered:** Removal of toxic substances from the blood when the kidneys are unable to do so when provided as an inpatient in a hospital setting or as an outpatient in a Medicare-approved dialysis center.

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**Education Services for Diabetes**

**Covered:** Inpatient and outpatient training and education for the self-management of all types of diabetes mellitus.

All covered training or education must be prescribed by a licensed physician. Outpatient training or education must be provided by a state-certified program.

The state-certified diabetic education program helps any type of diabetic and his or her family understand the diabetes disease process and the daily management of diabetes.

**Benefits Maximum:**

- **10 hours** of outpatient diabetes self-management training provided within a 12-month period, plus follow-up training of up to two hours annually.

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**Emergency Services**

**Covered:** When treatment is for a medical condition manifested by acute symptoms of sufficient severity, including pain, that a prudent layperson, with an average knowledge of health and medicine, could reasonably expect absence of immediate medical attention to result in:

- Placing the health of the individual or, with respect to a pregnant woman, the health of the woman and her unborn child, in serious jeopardy; or
- Serious impairment to bodily function; or

- Serious dysfunction of any bodily organ or part.

In an emergency situation, if you cannot reasonably reach a PPO Provider, covered services will be reimbursed as though they were received from a PPO Provider.

However, because we do not have contracts with Out-of-Network Providers and they may not accept our payment arrangements, you are responsible for any difference between the amount charged and our amount paid for a covered service.

**See Also:**

*Out-of-Network Providers*, page 49.

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## Fertility and Infertility Services

**Covered:**

- Fertility prevention, such as tubal ligation (or its equivalent) or vasectomy (initial surgery only).
- Infertility testing and treatment for infertile members including in vitro fertilization, gamete intrafallopian transfer (GIFT), and pronuclear stage transfer (PROST).

**Benefits Maximum:**

- **\$15,000** per lifetime for infertility transfer procedures.

**Not Covered:**

- Infertility treatment if the infertility is the result of voluntary sterilization.
- The collection or purchase of donor semen (sperm) or oocytes (eggs) when performed in connection with fertility or infertility procedures or for any other reason or service; freezing and storage of sperm, oocytes, or embryos; surrogate parent services.
- Reversal of a tubal ligation (or its equivalent) or vasectomy.

**See Also:**

*Prescription Drugs* later in this section.

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## Genetic Testing

**Covered:** Genetic molecular testing (specific gene identification) and related counseling are covered when both of the following requirements are met:

- You are an appropriate candidate for a test under medically recognized standards (for example, family background, past diagnosis, etc.).
- The outcome of the test is expected to determine a covered course of treatment or prevention and is not merely informational.

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## Hearing Services

**Covered:**

- Hearing examinations, but only to test or treat hearing loss related to an illness or injury.

**Not Covered:**

- Hearing aids.
- Routine hearing examinations.

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## Home Health Services

**Covered:** All of the following requirements must be met in order for home health services to be covered:

- You require a medically necessary skilled service such as skilled nursing, physical therapy, or speech therapy.
- Services are received from an agency accredited by the Joint Commission for Accreditation of Health Care Organizations (JCAHO) and/or a Medicare-certified agency.
- Services are prescribed by a physician and approved by Wellmark for the treatment of illness or injury.
- Services are not more costly than alternative services that would be effective for diagnosis and treatment of your condition.



The following are covered services and supplies:

**Home Health Aide Services**—when provided in conjunction with a medically necessary skilled service also received in the home.

**Short-Term Home Skilled**

**Nursing.** Treatment must be given by a registered nurse (R.N.) or licensed practical nurse (L.P.N.) from an agency accredited by the Joint Commission for Accreditation of Health Care Organizations (JCAHO) or a Medicare-certified agency. Short-term home skilled nursing means home skilled nursing care that:

- is provided for a definite limited period of time as a safe transition from other levels of care when medically necessary;
- provides teaching to caregivers for ongoing care; or
- provides short-term treatments that can be safely administered in the home setting.

The daily benefit for short-term home skilled nursing services will not exceed Wellmark's daily maximum allowable fee for care in a skilled nursing facility. Benefits do not include maintenance or custodial care or services provided for the convenience of the family caregiver.

**Inhalation Therapy.**

**Medical Equipment.**

**Medical Social Services.**

**Medical Supplies.**

**Occupational Therapy**—but only for services to treat the upper extremities, which means the arms from the shoulders to the fingers. You are not covered for occupational therapy supplies.

**Oxygen and Equipment** for its administration.

**Parenteral and Enteral Nutrition**, except enteral formula administered orally.

**Physical Therapy.**

**Prescription Drugs and Medicines** administered in the vein or muscle.

**Prosthetic Devices and Braces.**

**Speech Therapy.**

**Not Covered:**

- Custodial home care services and supplies, which help you with your daily living activities. This type of care does not require the continuing attention and assistance of licensed medical or trained paramedical personnel. Some examples of custodial care are assistance in walking and getting in and out of bed; aid in bathing, dressing, feeding, and other forms of assistance with normal bodily functions; preparation of special diets; and supervision of medication that can usually be self-administered. You are also not covered for sanitarium care or rest cures.
- Extended home skilled nursing.

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**Home/Durable Medical Equipment**

**Covered:** Equipment that meets all of the following requirements:

- The equipment is ordered by a provider within the scope of his or her license and there is a written prescription.
- Durable enough to withstand repeated use.
- Primarily and customarily manufactured to serve a medical purpose.
- Used to serve a medical purpose.
- Standard or basic home/durable medical equipment that will adequately meet the medical needs and that does not have certain deluxe/luxury or convenience upgrade or add-on features.

In addition, we determine whether to pay the rental amount or the purchase price

amount for an item, and we determine the length of any rental term. Benefits will never exceed the lesser of the amount charged or the maximum allowable fee.

**See Also:**

*Medical and Surgical Supplies and Personal Convenience Items* later in this section.

*Orthotics* later in this section.

*Prosthetic Devices* later in this section.

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## Hospice Services

**Covered:** Care (generally in a home setting) for patients who are terminally ill and who have a life expectancy of six months or less. Hospice care covers the same services as described under *Home Health Services*, as well as hospice respite care from a facility approved by Medicare or by the Joint Commission for Accreditation of Health Care Organizations (JCAHO).

Hospice respite care offers rest and relief help for the family caring for a terminally ill patient. Inpatient respite care can take place in a nursing home, nursing facility, or hospital.

**Benefits Maximum:**

- **15 days** per lifetime for inpatient hospice respite care.
- **15 days** per lifetime for outpatient hospice respite care.
- Not more than **five days** of hospice respite care at a time.

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## Hospitals and Facilities

**Covered:** Hospitals and other facilities that meet standards of licensing, accreditation or certification. Following are some recognized facilities:

**Ambulatory Surgical Facility.** This type of facility provides surgical services on an outpatient basis for patients who do not need to occupy an inpatient hospital bed and must be licensed as an ambulatory surgical facility under applicable law.

**Chemical Dependency Treatment Facility.** This type of facility must be licensed as a chemical dependency treatment facility under applicable law.

**Community Mental Health Center.** This type of facility provides treatment of mental health conditions and must be licensed as a community mental health center under applicable law.

**Hospital.** This type of facility provides for the diagnosis, treatment, or care of injured or sick persons on an inpatient and outpatient basis. The facility must be licensed as a hospital under applicable law.

**Nursing Facility.** This type of facility provides continuous skilled nursing services as ordered and certified by your attending physician on an inpatient basis for short-term care. Benefits do not include maintenance or custodial care or services provided for the convenience of the family caregiver. The facility must be licensed as a nursing facility under applicable law.

**Psychiatric Medical Institution for Children (PMIC).** This type of facility provides inpatient psychiatric services to children and is licensed as a PMIC under Iowa Code Chapter 135H.

Precertification is required. For information on how to precertify, refer to *Precertification in the Notification Requirements and Care Coordination* section of this summary plan description, or call the Customer Service number on your ID card.

**Urgent Care Center.** This type of facility provides medical care without an appointment during all hours of operation to walk-in patients of all ages who are ill or injured and require immediate care but may not require the services of a hospital emergency room.

**Not Covered:**

- Long Term Acute Care Facility.

- Room and board provided while a patient at an intermediate care facility or similar level of care.

**See Also:**

*Chemical Dependency Treatment* earlier in this section.

*Mental Health Services* later in this section.

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## Illness or Injury Services

**Covered:**

- Services or supplies used to treat any bodily disorder, bodily injury, disease, or mental health condition unless specifically addressed elsewhere in this section. This includes pregnancy and complications of pregnancy.
- Routine foot care related to the treatment of a metabolic, neurological, or peripheral vascular disease.

Treatment may be received from an approved provider in any of the following settings:

- Home.
- Inpatient (such as a hospital or nursing facility).
- Office (such as a doctor's office).
- Outpatient.

**Not Covered:**

- Long term acute care services typically provided by a long term acute care facility.
- Room and board provided while a patient at an intermediate care facility or similar level of care.
- Routine foot care, including related services or supplies, except as described under *Covered*.

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## Inhalation Therapy

**Covered:** Respiratory or breathing treatments to help restore or improve breathing function.

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## Maternity Services

**Covered:** Prenatal and postnatal care, delivery, including complications of

pregnancy. A complication of pregnancy refers to a cesarean section that was not planned, an ectopic pregnancy that is terminated, or a spontaneous termination of pregnancy that occurs during a period of gestation in which a viable birth is not possible. Complications of pregnancy also include conditions requiring inpatient hospital admission (when pregnancy is not terminated) whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy or are caused by pregnancy.

In accordance with federal or applicable state law, maternity services include a minimum of:

- 48 hours of inpatient care (in addition to the day of delivery care) following a vaginal delivery, or
- 96 hours of inpatient care (in addition to the day of delivery) following a cesarean section.

A practitioner is not required to seek Wellmark's review in order to prescribe a length of stay of less than 48 or 96 hours. The attending practitioner, in consultation with the mother, may discharge the mother or newborn prior to 48 or 96 hours, as applicable.

If the inpatient hospital stay is shorter, coverage includes two follow-up postpartum home visits by a registered nurse (R.N.). This nurse must be from a home health agency under contract with Wellmark or employed by the delivering physician.

If you have a newborn child, but you do not add that child to your coverage, your newborn child may be added to your coverage solely for the purpose of administering benefits for the newborn during the first 48 hours following a vaginal delivery or 96 hours following a cesarean delivery. If that occurs, a separate deductible and coinsurance will be applied to your newborn child unless your coverage specifically waives the deductible or coinsurance for your newborn child.

**See Also:**

*Coverage Change Events*, page 55.

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## Medical and Surgical Supplies and Personal Convenience Items

**Covered:** Medical supplies and devices such as:

- Dressings and casts.
- Oxygen and equipment needed to administer the oxygen.
- Diabetic equipment and supplies including insulin syringes purchased from a covered home/durable medical equipment provider.

**Not Covered:** Unless otherwise required by law, supplies, equipment, or drugs available for general retail purchase or items used for your personal convenience including, but not limited to:

- Band-aids, gauze, bandages, tape, non-sterile gloves, thermometers, heating pads, cooling devices, cold packs, heating devices, hot water bottles, home enema equipment, sterile water, bed boards, alcohol wipes, or incontinence products;
- Elastic stockings or bandages including trusses, lumbar braces, garter belts, and similar items that can be purchased without a prescription;
- Escalators, elevators, ramps, stair glides, emergency/alert equipment, handrails, heat appliances, improvements made to a member's house or place of business, or adjustments made to vehicles;
- Household supplies including, but not limited to: deluxe/luxury equipment or non-essential features, such as motor-driven chairs or bed, electric stair chairs or elevator chairs, or sitz bath;
- Items not primarily and customarily manufactured to serve a medical purpose or which can be used in the absence of illness or injury including, but not limited to, air conditioners, hot tubs, or swimming pools;

- Items that do not serve a medical purpose or are not needed to serve a medical purpose;
- Rental or purchase of equipment if you are in a facility which provides such equipment;
- Rental or purchase of exercise cycles, physical fitness, exercise and massage equipment, ultraviolet/tanning equipment, or traction devices; and
- Water purifiers, hypo-allergenic pillows, mattresses or waterbeds, whirlpool, spa, air purifiers, humidifiers, or dehumidifiers.

**See Also:**

*Home/Durable Medical Equipment* earlier in this section.

*Orthotics* later in this section.

*Prosthetic Devices* later in this section.

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## Mental Health Services

**Covered:** Treatment for certain psychiatric, psychological, or emotional conditions as an inpatient or outpatient. Covered facilities for mental health services include licensed and accredited residential treatment facilities and community mental health centers.

To qualify for mental health treatment benefits, the following requirements must be met:

- The disorder is classified as a mental health condition in the *Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM-V)* or subsequent revisions.
- The disorder is listed only as a mental health condition and not dually listed elsewhere in the most current version of *International Classification of Diseases, Clinical Modification* used for diagnosis coding.

**Licensed Psychiatric or Mental Health Treatment Program Services.** Benefits are available for mental health treatment in the following settings:

- Treatment provided in an office visit, or outpatient setting;
- Treatment provided in an intensive outpatient setting;
- Treatment provided in an outpatient partial hospitalization setting;
- Individual, group, or family therapy provided in a clinically managed low intensity residential treatment setting, also known as supervised living;
- Treatment, including room and board, provided in a clinically managed medium or high intensity residential treatment setting;
- Psychiatric observation;
- Care provided in a psychiatric residential crisis program;
- Care provided in a medically monitored intensive inpatient setting; and
- For inpatient, medically managed acute care for patients whose condition requires the resources of an acute care general hospital or a medically managed inpatient treatment program.

**Not Covered:** Treatment for:

- Certain disorders related to early childhood, such as academic underachievement disorder.
- Communication disorders, such as stuttering and stammering.
- Impulse control disorders.
- Conditions that are not pervasive developmental and learning disorders.
- Sensitivity, shyness, and social withdrawal disorders.
- Sexual disorders.
- Room and board provided while participating in a clinically managed low intensity residential treatment setting, also known as supervised living.
- Recreational activities or therapy, social activities, meals, excursions or other activities not considered clinical treatment, while participating in residential psychiatric treatment programs.

**See Also:**

*Chemical Dependency Treatment and Hospitals and Facilities* earlier in this section.

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## Morbid Obesity Treatment

**Covered:** Weight reduction surgery provided the surgery is medically necessary for your condition. Not all procedures classified as weight reduction surgery are covered.

**Not Covered:**

- Weight reduction programs or supplies (including dietary supplements, foods, equipment, lab testing, examinations, and prescription drugs), whether or not weight reduction is medically appropriate.

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## Motor Vehicles

**Not Covered:** Purchase or rental of motor vehicles such as cars or vans. You are also not covered for equipment or costs associated with converting a motor vehicle to accommodate a disability.

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## Musculoskeletal Treatment

**Covered:** Outpatient nonsurgical treatment of ailments related to the musculoskeletal system, such as manipulations or related procedures to treat musculoskeletal injury or disease.

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## Nonmedical or Administrative Services

**Not Covered:** Such services as telephone consultations, charges for failure to keep scheduled appointments, charges for completion of any form, charges for medical information, recreational therapy and other sensory-type activities, administrative services (such as interpretive services, pre-care assessments, health risk assessments, case management, care coordination, or development of treatment plans) when billed separately, and any services or supplies that are nonmedical.

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## Nutritional and Dietary Supplements

**Covered:**

- Nutritional and dietary supplements prescribed by a physician for permanent inborn errors of metabolism, such as PKU.
- Enteral and nutritional therapy only when prescribed feeding is administered through a feeding tube, except for permanent inborn errors of metabolism.

**Not Covered:** Other prescription and non-prescription nutritional and dietary supplements including, but not limited to:

- Herbal products.
- Fish oil products.
- Medical foods, except as described under *Covered*.
- Minerals.
- Supplementary vitamin preparations.
- Multivitamins.

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## Occupational Therapy

**Covered:** Occupational therapy services are covered when all the following requirements are met:

- Services are to treat the upper extremities, which means the arms from the shoulders to the fingers.
- The goal of the occupational therapy is improvement of an impairment or functional limitation.
- The potential for rehabilitation is significant in relation to the extent and duration of services.
- The expectation for improvement is in a reasonable (and generally predictable) period of time.
- There is evidence of improvement by successive objective measurements whenever possible.

**Not Covered:**

- Occupational therapy supplies.
- Occupational therapy provided as an inpatient in the absence of a separate

medical condition that requires hospitalization.

- Occupational therapy performed for maintenance.
- Occupational therapy services that do not meet the requirements specified under *Covered*.

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## Orthotics

**Covered:** Orthotics training.

**Not Covered:** Orthotic foot devices such as arch supports or in-shoe supports, orthopedic shoes, elastic supports, or examinations to prescribe or fit such devices.

**See Also:**

*Home/Durable Medical Equipment* earlier in this section.

*Prosthetic Devices* later in this section.

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## Physical Therapy

**Covered:** Physical therapy services are covered when all the following requirements are met:

- The goal of the physical therapy is improvement of an impairment or functional limitation.
- The potential for rehabilitation is significant in relation to the extent and duration of services.
- The expectation for improvement is in a reasonable (and generally predictable) period of time.
- There is evidence of improvement by successive objective measurements whenever possible.

**Not Covered:**

- Physical therapy provided as an inpatient in the absence of a separate medical condition that requires hospitalization.
- Physical therapy performed for maintenance.
- Physical therapy services that do not meet the requirements specified under *Covered*.

## Physicians and Practitioners

**Covered:** Most services provided by practitioners that are recognized by us and meet standards of licensing, accreditation or certification. Following are some recognized physicians and practitioners:

### **Advanced Registered Nurse**

**Practitioners (ARNP).** An ARNP is a registered nurse with advanced training in a specialty area who is registered with the Iowa Board of Nursing to practice in an advanced role with a specialty designation of certified clinical nurse specialist, certified nurse midwife, certified nurse practitioner, or certified registered nurse anesthetist.

### **Audiologists.**

### **Chiropractors.**

### **Doctors of Osteopathy (D.O.).**

### **Licensed Independent Social Workers.**

### **Medical Doctors (M.D.).**

**Occupational Therapists.** This provider is covered only when treating the upper extremities, which means the arms from the shoulders to the fingers.

### **Optometrists.**

### **Oral Surgeons.**

### **Physical Therapists.**

### **Physician Assistants.**

### **Podiatrists.**

**Psychologists.** Psychologists must have a doctorate degree in psychology with two years' clinical experience and meet the standards of a national register.

### **Speech Pathologists.**

### **See Also:**

*Choosing a Provider*, page 35.

## Prescription Drugs

### **Covered:**

- When you are an inpatient or outpatient of a facility.
- Any state sales tax associated with the purchase of a covered prescription drug.

Prescription drugs and medicines covered under your medical benefits include:

**Drugs and Biologicals.** Drugs and biologicals approved by the U.S. Food and Drug Administration. This includes such supplies as serum, vaccine, antitoxin, or antigen used in the prevention or treatment of disease.

### **Infertility Prescription Drugs.**

### **Intravenous Administration.**

Intravenous administration of nutrients, antibiotics, and other drugs and fluids when provided in the home (home infusion therapy).

**Take-Home Drugs.** Take-home drugs are drugs dispensed and billed by a hospital or other facility for a short-term supply.

### **Not Covered:**

- Antigen therapy.
- Medication Therapy Management (MTM) when billed separately.
- Prescription drugs that are not FDA-approved.
- Insulin.
- Prescription drugs and devices used to treat nicotine dependence.
- Prescription drugs other than as stated earlier in this section.

**Please note:** Prescription drugs other than as stated earlier in this section may be covered under your employer's prescription drug plan.

### **See Also:**

*Contraceptives* earlier in this section.

*Medical and Surgical Supplies and Personal Convenience Items* earlier in this section.

*Notification Requirements and Care Coordination*, page 41.

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## Preventive Care

**Covered:** Preventive care such as:

- Breastfeeding support, supplies, and one-on-one lactation consultant services, including counseling and education, provided during pregnancy and/or the duration of breastfeeding received from a provider acting within the scope of their licensure or certification under state law.
- Colonoscopies.
- Digital breast tomosynthesis (3D mammogram).
- Gynecological examinations.
- Mammograms.
- Medical evaluations and counseling for nicotine dependence per U.S. Preventive Services Task Force (USPSTF) guidelines.
- Pap smears.
- Physical examinations.
- Preventive items and services including, but not limited to:
  - Items or services with an “A” or “B” rating in the current recommendations of the United States Preventive Services Task Force (USPSTF);
  - Immunizations as recommended by the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention (ACIP);
  - Preventive care and screenings for infants, children and adolescents provided for in the guidelines supported by the Health Resources and Services Administration (HRSA); and
  - Preventive care and screenings for women provided for in guidelines supported by the HRSA.
- Well-child care including age-appropriate pediatric preventive services, as defined by current

recommendations for Preventive Pediatric Health Care of the American Academy of Pediatrics. Pediatric preventive services shall include, at minimum, a history and complete physical examination as well as developmental assessment, anticipatory guidance, immunizations, and laboratory services including, but not limited to, screening for lead exposure as well as blood levels.

### Benefits Maximum:

- Well-child care until the child reaches age seven.

**Please note:** Physical examination limits do not include items or services with an “A” or “B” rating in the current recommendations of the USPSTF, immunizations as recommended by ACIP, and preventive care and screening guidelines supported by the HRSA, as described under *Covered*.

### Not Covered:

- Periodic physicals or health examinations, screening procedures, or immunizations performed solely for school, sports, employment, insurance, licensing, or travel, or other administrative purposes.
- Group lactation consultant services.

### See Also:

*Hearing Services* earlier in this section.

*Vision Services* later in this section.

---

## Prosthetic Devices

**Covered:** Devices used as artificial substitutes to replace a missing natural part of the body or to improve, aid, or increase the performance of a natural function.

Also covered are braces, which are rigid or semi-rigid devices commonly used to support a weak or deformed body part or to restrict or eliminate motion in a diseased or injured part of the body. Braces do not include elastic stockings, elastic bandages, garter belts, arch supports, orthodontic devices, or other similar items.



**Not Covered:**

- Devices such as air conduction hearing aids or examinations for their prescription or fitting.
- Elastic stockings or bandages including trusses, lumbar braces, garter belts, and similar items that can be purchased without a prescription.

**See Also:**

*Home/Durable Medical Equipment* earlier in this section.

*Medical and Surgical Supplies and Personal Convenience Items* earlier in this section.

*Orthotics* earlier in this section.

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**Reconstructive Surgery**

**Covered:** Reconstructive surgery primarily intended to restore function lost or impaired as the result of an illness, injury, or a birth defect (even if there is an incidental improvement in physical appearance) including breast reconstructive surgery following mastectomy. Breast reconstructive surgery includes the following:

- Reconstruction of the breast on which the mastectomy has been performed.
- Surgery and reconstruction of the other breast to produce a symmetrical appearance.
- Prostheses.
- Treatment of physical complications of the mastectomy, including lymphedemas.

**See Also:**

*Cosmetic Services* earlier in this section.

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**Self-Help Programs**

**Not Covered:** Self-help and self-cure products or drugs.

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**Sleep Apnea Treatment**

**Covered:** Obstructive sleep apnea diagnosis and treatments.

**Not Covered:** Treatment for snoring without a diagnosis of obstructive sleep apnea.

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**Social Adjustment**

**Not Covered:** Services or supplies intended to address social adjustment or economic needs that are typically not medical in nature.

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**Speech Therapy**

**Covered:** Rehabilitative speech therapy services when related to a specific illness, injury, or impairment, including speech therapy services for the treatment of autism spectrum disorder that involve the mechanics of phonation, articulation, or swallowing. Services must be provided by a licensed or certified speech pathologist.

**Not Covered:**

- Speech therapy services not provided by a licensed or certified speech pathologist.
- Speech therapy to treat certain developmental, learning, or communication disorders, such as stuttering and stammering.

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**Surgery**

**Covered.** This includes the following:

- Major endoscopic procedures.
- Operative and cutting procedures.
- Preoperative and postoperative care.

**See Also:**

*Dental Services* earlier in this section.

*Reconstructive Surgery* earlier in this section.

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**Telehealth Services**

**Covered:** You are covered for telehealth services delivered to you by a covered practitioner acting within the scope of his or her license or certification or by a practitioner contracting through Doctor on Demand via real-time, interactive audio-visual technology or web-based mobile

device or similar electronic-based communication network. Services must be delivered in accordance with applicable law and generally accepted health care practices.

**Please note:** Members can access telehealth services from Doctor on Demand through the Doctor on Demand mobile application or through [myWellmark.com](http://myWellmark.com).

**Not Covered:** Medical services provided through means other than interactive, real-time audio-visual technology, including, but not limited to, audio-only telephone, electronic mail message, or facsimile transmission.

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## Temporomandibular Joint Disorder (TMD)

**Covered.**

**Not Covered:** Dental extractions, dental restorations, or orthodontic treatment for temporomandibular joint disorders.

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## Transplants

**Covered:**

- Certain bone marrow/stem cell transfers from a living donor.
- Cornea.
- Heart.
- Heart and lung.
- Kidney.
- Liver.
- Lung.
- Pancreas.
- Simultaneous pancreas/kidney.
- Small bowel.

You are also covered for the medically necessary expenses of transporting the recipient when the transplant organ for the recipient is available for transplant.

Transplants are subject to case management.

Charges related to the donation of an organ are usually covered by the recipient's medical benefits plan. However, if donor

charges are excluded by the recipient's plan, and you are a donor, the charges will be covered by your medical benefits.

**Not Covered:**

- Expenses of transporting the recipient when the transplant organ for the recipient is not available for transplant.
- Expenses of transporting a living donor.
- Expenses related to the purchase of any organ.
- Services or supplies related to mechanical or non-human organs associated with transplants.
- Transplant services and supplies not listed in this section including complications.

**See Also:**

*Ambulance Services* earlier in this section.

*Case Management*, page 45.

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## Travel or Lodging Costs

**Not Covered.**

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## Vision Services

**Covered:**

- Vision examinations but only when related to an illness or injury.
- Eyeglasses, but only when prescribed as the result of cataract extraction.
- Contact lenses and associated lens fitting, but only when prescribed as the result of cataract extraction or when the underlying diagnosis is a corneal injury or corneal disease.

**Not Covered:**

- Surgery and services to diagnose or correct a refractive error, including intraocular lenses and laser vision correction surgery (e.g., LASIK surgery).
- Eyeglasses, contact lenses, or the examination for prescribing or fitting of eyeglasses or contact lenses, except when prescribed as the result of cataract extraction or when the underlying diagnosis is a corneal injury or disease.
- Routine vision examinations.

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## Wigs or Hairpieces

**Covered:** Wigs and hairpieces are covered but only when related to hair loss resulting from medical treatment.

**Benefits Maximum:**

- **One** wig or hairpiece per lifetime.

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## X-ray and Laboratory Services

**Covered:** Tests, screenings, imagings, and evaluation procedures as identified in the American Medical Association's Current Procedural Terminology (CPT) manual, Standard Edition, under *Radiology Guidelines* and *Pathology and Laboratory Guidelines*.

**See Also:**

*Preventive Care* earlier in this section.

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## 4. General Conditions of Coverage, Exclusions, and Limitations

The provisions in this section describe general conditions of coverage and important exclusions and limitations that apply generally to all types of services or supplies.

### Conditions of Coverage

#### Medically Necessary

A key general condition in order for you to receive benefits is that the service, supply, device, or drug must be medically necessary. Even a service, supply, device, or drug listed as otherwise covered in *Details - Covered and Not Covered* may be excluded if it is not medically necessary in the circumstances. Unless otherwise required by law, Wellmark determines whether a service, supply, device, or drug is medically necessary, and that decision is final and conclusive.

Wellmark's medically necessary analysis and determinations apply to any service, supply, device, or drug including, but not limited to, medical, mental health, and chemical dependency treatment, as appropriate. Even though a provider may recommend a service or supply, it may not be medically necessary.

A medically necessary health care service is one that a provider, exercising prudent clinical judgment, provides to a patient for the purpose of preventing, evaluating, diagnosing or treating an illness, injury, disease or its symptoms, and is:

- Provided in accordance with generally accepted standards of medical practice. Generally accepted standards of medical practice are based on:
  - Nationally recognized utilization management standards as utilized by Wellmark; or
  - Credible scientific evidence published in peer-reviewed medical literature generally recognized by

the relevant medical community; and

- Physician Specialty Society recommendations and the views of physicians practicing in the relevant clinical area.
  - Clinically appropriate in terms of type, frequency, extent, site and duration, and considered effective for the patient's illness, injury or disease.
  - Not provided primarily for the convenience of the patient, physician, or other health care provider, and not more costly than an alternative service or sequence of services at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of the illness, injury or disease.
- An alternative service, supply, device, or drug may meet the criteria of medical necessity for a specific condition. If alternatives are substantially equal in clinical effectiveness and use similar therapeutic agents or regimens, we reserve the right to approve the least costly alternative.

If you receive services that are not medically necessary, you are responsible for the cost if:

- You receive the services from an Out-of-Network Provider; or
- You receive the services from a PPO or Participating provider in the Wellmark service area and:
  - The provider informs you in writing before rendering the services that Wellmark determined the services to be not medically necessary; and
  - The provider gives you a written estimate of the cost for such services and you agree in writing, before

receiving the services, to assume the payment responsibility.

If you do not receive such a written notice, and do not agree in writing to assume the payment responsibility for services that Wellmark determined are not medically necessary, the PPO or Participating provider is responsible for these amounts.

- You are also responsible for the cost if you receive services from a provider outside of the Wellmark service area that Wellmark determines to be not medically necessary. This is true even if the provider does not give you any written notice before the services are rendered.

### Member Eligibility

Another general condition of coverage is that the person who receives services must meet requirements for member eligibility. See *Coverage Eligibility and Effective Date*, page 51.

### General Exclusions

Even if a service, supply, device, or drug is listed as otherwise covered in *Details - Covered and Not Covered*, it is not eligible for benefits if any of the following general exclusions apply.

### Investigational or Experimental

You are not covered for a service, supply, device, biological product, or drug that is investigational or experimental. You are also not covered for any care or treatments related to the use of a service, supply, device, biological product, or drug that is investigational or experimental. A treatment is considered investigational or experimental when it has progressed to limited human application but has not achieved recognition as being proven effective in clinical medicine. Our analysis of whether a service, supply, device, biological product, or drug is considered investigational or experimental is applied to medical, surgical, mental health, and

chemical dependency treatment services, as applicable.

To determine investigational or experimental status, we may refer to the technical criteria established by the Blue Cross Blue Shield Association, including whether a service, supply, device, biological product, or drug meets these criteria:

- It has final approval from the appropriate governmental regulatory bodies.
- The scientific evidence must permit conclusions concerning its effect on health outcomes.
- It improves the net health outcome.
- It is as beneficial as any established alternatives.
- The health improvement is attainable outside the investigational setting.

These criteria are considered by the Blue Cross Blue Shield Association's Medical Advisory Panel for consideration by all Blue Cross and Blue Shield member organizations. While we may rely on these criteria, the final decision remains at the discretion of our Medical Director, whose decision may include reference to, but is not controlled by, policies or decisions of other Blue Cross and Blue Shield member organizations. You may access our medical policies, with supporting information and selected medical references for a specific service, supply, device, biological product, or drug through our website, [Wellmark.com](http://Wellmark.com).

If you receive services that are investigational or experimental, you are responsible for the cost if:

- You receive the services from an Out-of-Network Provider; or
- You receive the services from a PPO or Participating provider in the Wellmark service area and:
  - The provider informs you in writing before rendering the services that Wellmark determined the services to

be investigational or experimental;  
and

- The provider gives you a written estimate of the cost for such services and you agree in writing, before receiving the services, to assume the payment responsibility.

If you do not receive such a written notice, and do not agree in writing to assume the payment responsibility for services that Wellmark determined to be investigational or experimental, the PPO or Participating provider is responsible for these amounts.

- You are also responsible for the cost if you receive services from a provider outside of the Wellmark service area that Wellmark determines to be investigational or experimental. This is true even if the provider does not give you any written notice before the services are rendered.

**See Also:**

*Clinical Trials*, page 15.

**Complications of a Noncovered Service**

You are not covered for a complication resulting from a noncovered service, supply, device, or drug. However, this exclusion does not apply to the treatment of complications resulting from:

- Smallpox vaccinations when payment for such treatment is not available through workers' compensation or government-sponsored programs; or
- A noncovered abortion.

**Nonmedical or Administrative Services**

You are not covered for telephone consultations, charges for failure to keep scheduled appointments, charges for completion of any form, charges for medical information, recreational therapy and other sensory-type activities, administrative services (such as interpretive services, pre-care assessments, health risk assessments, case management, care coordination, or

development of treatment plans) when billed separately, and any services or supplies that are nonmedical.

**Provider Is Family Member**

You are not covered for a service or supply received from a provider who is in your immediate family (which includes yourself, parent, child, or spouse or domestic partner).

**Covered by Other Programs or Laws**

You are not covered for a service, supply, device, or drug if:

- Someone else has the legal obligation to pay for services, has an agreement with you to not submit claims for services or, without this group health plan, you would not be charged.
- You require services or supplies for an illness or injury sustained while on active military status.

**Workers' Compensation**

You are not covered for services or supplies for which we learn or are notified by you, your provider, or our third party contractor that such services or supplies are related to a work related illness or injury, including services or supplies applied toward satisfaction of any deductible under your employer's workers' compensation coverage. We will comply with our statutory obligation regarding payment on claims on which workers' compensation liability is unresolved. You are also not covered for any services or supplies that could have been compensated under workers' compensation laws if:

- you did not comply with the legal requirements relating to notice of injury, timely filing of claims, and medical treatment authorization; or
- you rejected workers' compensation coverage.

The exclusion for services or supplies related to work related illness or injury does not exclude coverage for such illness or injury if you are exempt from coverage under Iowa's workers compensation

statutes pursuant to Iowa Code Section 85.1 (1)-(4), unless you or your employer has elected or assumed workers' compensation coverage as provided in Iowa Code Section 85.1(6).

For treatment of complications resulting from smallpox vaccinations, see *Complications of a Noncovered Service* earlier in this section.

## Benefit Limitations

Benefit limitations refer to amounts for which you are responsible under this group health plan. These amounts are not credited toward your out-of-pocket maximum. In addition to the exclusions and conditions described earlier, the following are examples of benefit limitations under this group health plan:

- A service or supply that is not covered under this group health plan is your responsibility.
- If a covered service or supply reaches a benefits maximum, it is no longer eligible for benefits. (A maximum may renew at the next benefit year.) See *Details – Covered and Not Covered*, page 13.
- If you receive benefits that reach a lifetime benefits maximum applicable to any specific service, then you are no longer eligible for benefits for that service under this group health plan. See *Benefits Maximums*, page 4, and *At a Glance—Covered and Not Covered*, page 9.
- If you do not obtain precertification for certain medical services, benefits can be reduced or denied. You are responsible for benefit reductions if you receive the services from an Out-of-Network Provider. You are responsible for benefit denials only if you are responsible (not your provider) for notification. A PPO Provider in Iowa or South Dakota will handle notification requirements for you. If you see a PPO Provider outside Iowa or South Dakota, you are responsible for notification

requirements. See *Notification Requirements and Care Coordination*, page 41.

- If you do not obtain prior approval for certain medical services, benefits will be denied on the basis that you did not obtain prior approval. Upon receiving an Explanation of Benefits (EOB) indicating a denial of benefits for failure to request prior approval, you will have the opportunity to appeal (see the *Appeals* section) and provide us with medical information for our consideration in determining whether the services were medically necessary and a benefit under your medical benefits. Upon review, if we determine the service was medically necessary and a benefit under your medical benefits, benefits for that service will be provided according to the terms of your medical benefits.

You are responsible for these benefit denials only if you are responsible (not your provider) for notification. A PPO Provider in Iowa or South Dakota will handle notification requirements for you. If you see a PPO Provider outside Iowa or South Dakota, you are responsible for notification requirements. See *Notification Requirements and Care Coordination*, page 41.

- The type of provider you choose can affect your benefits and what you pay. See *Choosing a Provider*, page 35, and *Factors Affecting What You Pay*, page 47. An example of a charge that depends on the type of provider includes, but is not limited to:
  - Any difference between the provider's amount charged and our amount paid is your responsibility if you receive services from an Out-of-Network Provider.



## 5. Choosing a Provider

### Provider Network

Under the medical benefits of this plan, your network of providers consists of PPO and Participating providers. All other providers are Out-of-Network Providers.

It relies on a preferred provider organization (PPO) network, which consists of providers that participate directly with the Wellmark Blue PPO network and providers that participate with other Blue Cross and/or Blue Shield preferred provider organizations (PPOs). These PPO Providers offer services to members of contracting medical benefits plans at a reduced cost, which usually results in the least expense for you.

Non-PPO providers are either Participating or Out-of-Network. If you are unable to utilize a PPO Provider, it is usually to your advantage to visit what we call a *Participating Provider*. Participating Providers participate with a Blue Cross and/or Blue Shield Plan in another state or service area, but not with a PPO.

Other providers are considered Out-of-Network, and you will usually pay the most for services you receive from them.

See *What You Pay*, page 3 and *Factors Affecting What You Pay*, page 47.

To determine if a provider participates with this medical benefits plan, ask your provider, refer to our online provider directory at *Wellmark.com*, or call the Customer Service number on your ID card. Our provider directory is also available upon request by calling the Customer Service number on your ID card.

Providers are independent contractors and are not agents or employees of Wellmark

Blue Cross and Blue Shield of Iowa. For types of providers that may be covered under your medical benefits, see *Hospitals and Facilities*, page 20 and *Physicians and Practitioners*, page 25.

**Please note:** Even if a specific provider type is not listed as a recognized provider type, Wellmark does not discriminate against a licensed health care provider acting within the scope of his or her state license or certification with respect to coverage under this plan.

**Please note:** Even though a facility may be PPO or Participating, particular providers within the facility may not be PPO or Participating providers. Examples include Out-of-Network physicians on the staff of a PPO or Participating hospital, home medical equipment suppliers, and other independent providers. Therefore, when you are referred by a PPO or Participating provider to another provider, or when you are admitted into a facility, always ask if the providers contract with a Blue Cross and/or Blue Shield Plan.

Always carry your ID card and present it when you receive services. Information on it, especially the ID number, is required to process your claims correctly.

Pharmacies that contract with our pharmacy benefits manager are considered Participating Providers. Pharmacies that do not contract with our pharmacy benefits manager are considered Out-of-Network Providers. To determine if a pharmacy contracts with our pharmacy benefits manager, ask the pharmacist, consult the directory of participating pharmacies on our website at *Wellmark.com*, or call the Customer Service number on your ID card.

Provider Comparison Chart	PPO	Participating	Out-of-Network
Accepts Blue Cross and/or Blue Shield payment arrangements.	Yes	Yes	No
Minimizes your payment obligations. See <i>What You Pay</i> , page 3.	Yes	No	No
Claims are filed for you.	Yes	Yes	No
Blue Cross and/or Blue Shield pays these providers directly.	Yes	Yes	No
Notification requirements are handled for you.	Yes*	No	No

\*If you visit a PPO Provider outside the Wellmark service area, you are responsible for notification requirements. See *Services Outside the Wellmark Service Area* later in this section.

## Services Outside the Wellmark Service Area

### BlueCard Program

This program ensures that members of any Blue Plan have access to the advantages of PPO Providers throughout the United States. Participating Providers have a contractual agreement with the Blue Cross or Blue Shield Plan in their home state (“Host Blue”). The Host Blue is responsible for contracting with and generally handling all interactions with its Participating Providers.

The BlueCard Program is one of the advantages of your coverage with Wellmark Blue Cross and Blue Shield. It provides conveniences and benefits outside the Wellmark service area similar to those you would have within our service area when you obtain covered medical services from a PPO Provider. Always carry your ID card (or BlueCard) and present it to your provider when you receive care. Information on it, especially the ID number, is required to process your claims correctly.

PPO Providers may not be available in some states. In this case, when you receive covered services from a non-PPO provider (i.e., a Participating or Out-of-Network provider), you will receive many of the same advantages as when you receive covered services from a PPO Provider. However,

because we do not have contracts with Out-of-Network Providers and they may not accept our payment arrangements, you are responsible for any difference between the amount charged and our amount paid for a covered service.

PPO Providers contract with the Blue Cross and/or Blue Shield preferred provider organization (PPO) in their home state.

When you receive covered services from PPO or Participating providers outside the Wellmark service area, all of the following statements are true:

- Claims are filed for you.
- These providers agree to accept payment arrangements or negotiated prices of the Blue Cross and/or Blue Shield Plan with which the provider contracts. These payment arrangements may result in savings.
- The group health plan payment is sent directly to the providers.
- Wellmark requires claims to be filed within 365 days following the date of service. However, if the PPO or Participating provider’s contract with the Host Blue has a requirement that a claim be filed in a timeframe exceeding 365 days following the date of service, Wellmark will process the claim according to the Host Blue’s contractual filing requirement. If you receive services from an Out-of-Network

Provider, the claim has to be filed within 365 days following the date of service.

Typically, when you receive covered services from PPO or Participating providers outside the Wellmark service area, you are responsible for notification requirements. See *Notification Requirements and Care Coordination*, page 41. However, if you are admitted to a BlueCard facility outside the Wellmark service area, any PPO or Participating provider should handle notification requirements for you.

We have a variety of relationships with other Blue Cross and/or Blue Shield Licensees. Generally, these relationships are called “Inter-Plan Arrangements.” These Inter-Plan Arrangements work based on rules and procedures issued by the Blue Cross Blue Shield Association (“Association”). Whenever you access healthcare services outside the Wellmark service area, the claim for those services may be processed through one of these Inter-Plan Arrangements. The Inter-Plan Arrangements are described in the following paragraphs.

When you receive care outside of our service area, you will receive it from one of two kinds of providers. Most providers (“Participating Providers”) contract with the local Blue Cross and/or Blue Shield Plan in that geographic area (“Host Blue”). Some providers (“Out-of-Network Providers”) don’t contract with the Host Blue. In the following paragraphs we explain how we pay both kinds of providers.

### **Inter-Plan Arrangements Eligibility – Claim Types**

All claim types are eligible to be processed through Inter-Plan Arrangements, as described previously, except for all dental care benefits (except when paid as medical benefits), and those prescription drug benefits or vision care benefits that may be administered by a third party contracted by us to provide the specific service or services.

### **BlueCard® Program**

Under the BlueCard® Program, when you receive covered services within the geographic area served by a Host Blue, we will remain responsible for doing what we agreed to in the contract. However, the Host Blue is responsible for contracting with and generally handling all interactions with its Participating Providers.

When you receive covered services outside Wellmark’s service area and the claim is processed through the BlueCard Program, the amount you pay for covered services is calculated based on the lower of:

- The billed charges for covered services; or
- The negotiated price that the Host Blue makes available to us.

Often, this “negotiated price” will be a simple discount that reflects an actual price that the Host Blue pays to your healthcare provider. Sometimes, it is an estimated price that takes into account special arrangements with your healthcare provider or provider group that may include types of settlements, incentive payments and/or other credits or charges. Occasionally, it may be an average price, based on a discount that results in expected average savings for similar types of healthcare providers after taking into account the same types of transactions as with an estimated price.

Estimated pricing and average pricing also take into account adjustments to correct for over- or underestimation of modifications of past pricing of claims, as noted previously. However, such adjustments will not affect the price we have used for your claim because they will not be applied after a claim has already been paid.

### **Inter-Plan Programs: Federal/State Taxes/Surcharges/Fees**

Federal or state laws or regulations may require a surcharge, tax, or other fee that applies to insured accounts. If applicable, we will include any such surcharge, tax, or

other fee as part of the claim charge passed on to you.

### **Out-of-Network Providers Outside the Wellmark Service Area**

**Your Liability Calculation.** When covered services are provided outside of our service area by Out-of-Network Providers, the amount you pay for such services will normally be based on either the Host Blue's Out-of-Network Provider local payment or the pricing arrangements required by applicable state law. In these situations, you may be responsible for the difference between the amount that the Out-of-Network Provider bills and the payment we will make for the covered services as set forth in this SPD. Federal or state law, as applicable, will govern payments for Out-of-Network emergency services.

In certain situations, we may use other payment methods, such as billed charges for covered services, the payment we would make if the healthcare services had been obtained within our service area, or a special negotiated payment to determine the amount we will pay for services provided by Out-of-Network Providers. In these situations, you may be liable for the difference between the amount that the Out-of-Network Provider bills and the payment we will make for the covered services as set forth in this SPD.

### **Care in a Foreign Country**

For covered services you receive in a country other than the United States, payment level assumes the provider category is Out-of-Network except for services received from providers that participate with Blue Cross Blue Shield Global Core.

### **Blue Cross Blue Shield Global® Core Program**

If you are outside the United States, the Commonwealth of Puerto Rico, and the U.S. Virgin Islands (hereinafter "BlueCard service area"), you may be able to take advantage of the Blue Cross Blue Shield Global Core Program when accessing

covered services. The Blue Cross Blue Shield Global Core Program is unlike the BlueCard Program available in the BlueCard service area in certain ways. For instance, although the Blue Cross Blue Shield Global Core Program assists you with accessing a network of inpatient, outpatient, and professional providers, the network is not served by a Host Blue. As such, when you receive care from providers outside the BlueCard service area, you will typically have to pay the providers and submit the claims yourself to obtain reimbursement for these services.

If you need medical assistance services (including locating a doctor or hospital) outside the BlueCard service area, you should call the Blue Cross Blue Shield Global Core Service Center at **800-810-BLUE** (2583) or call collect at **804-673-1177**, 24 hours a day, seven days a week. An assistance coordinator, working with a medical professional, can arrange a physician appointment or hospitalization, if necessary.

**Inpatient Services.** In most cases, if you contact the Blue Cross Blue Shield Global Core Service Center for assistance, hospitals will not require you to pay for covered inpatient services, except for your deductibles, coinsurance, etc. In such cases, the hospital will submit your claims to the Blue Cross Blue Shield Global Core Service Center to begin claims processing. However, if you paid in full at the time of service, you must submit a claim to receive reimbursement for covered services. **You must contact us to obtain precertification for non-emergency inpatient services.**

**Outpatient Services.** Physicians, urgent care centers and other outpatient providers located outside the BlueCard service area will typically require you to pay in full at the time of service. You must submit a claim to obtain reimbursement for covered services. See *Claims*, page 69.

### **Submitting a Blue Cross Blue Shield Global Core Claim**

When you pay for covered services outside the BlueCard service area, you must submit a claim to obtain reimbursement. For institutional and professional claims, you should complete a Blue Cross Blue Shield Global Core International claim form and send the claim form with the provider's itemized bill(s) to the Blue Cross Blue Shield Global Core Service Center (the address is on the form) to initiate claims processing. Following the instructions on the claim form will help ensure timely processing of your claim. The claim form is available from us, the Blue Cross Blue Shield Global Core Service Center, or online at [www.bcbsglobalcore.com](http://www.bcbsglobalcore.com). If you need assistance with your claim submission, you should call the Blue Cross Blue Shield Global Core Service Center at **800-810-BLUE** (2583) or call collect at **804-673-1177**, 24 hours a day, seven days a week.

Whenever possible, before receiving services outside the Wellmark service area, you should ask the provider if he or she participates with a Blue Cross and/or Blue Shield Plan in that state. To locate PPO Providers in any state, call **800-810-BLUE**, or visit [www.bcbs.com](http://www.bcbs.com).

Iowa and South Dakota comprise the Wellmark service area.

**Laboratory services.** You may have laboratory specimens or samples collected by a PPO Provider and those laboratory specimens may be sent to another laboratory services provider for processing or testing. If that laboratory services provider does not have a contractual relationship with the Blue Plan where the specimen was drawn,\* that provider will be considered an Out-of-Network Provider and you will be responsible for any applicable Out-of-Network Provider payment obligations and you may also be responsible for any difference between the amount charged and our amount paid for the covered service.

\*Where the specimen is drawn will be determined by which state the referring provider is located.

**Home/durable medical equipment.** If you purchase or rent home/durable medical equipment from a provider that does not have a contractual relationship with the Blue Plan where you purchased or rented the equipment, that provider will be considered an Out-of-Network Provider and you will be responsible for any applicable Out-of-Network Provider payment obligations and you may also be responsible for any difference between the amount charged and our amount paid for the covered service.

If you purchase or rent home/durable medical equipment and have that equipment shipped to a service area of a Blue Plan that does not have a contractual relationship with the home/durable medical equipment provider, that provider will be considered Out-of-Network and you will be responsible for any applicable Out-of-Network Provider payment obligations and you may also be responsible for any difference between the amount charged and our amount paid for the covered service. This includes situations where you purchase or rent home/durable medical equipment and have the equipment shipped to you in Wellmark's service area, when Wellmark does not have a contractual relationship with the home/durable medical equipment provider.

**Prosthetic devices.** If you purchase prosthetic devices from a provider that does not have a contractual relationship with the Blue Plan where you purchased the prosthetic devices, that provider will be considered an Out-of-Network Provider and you will be responsible for any applicable Out-of-Network Provider payment obligations and you may also be responsible for any difference between the amount charged and our amount paid for the covered service.

If you purchase prosthetic devices and have that equipment shipped to a service area of a Blue Plan that does not have a contractual relationship with the provider, that provider will be considered Out-of-Network and you will be responsible for any applicable Out-of-Network Provider payment obligations and you may also be responsible for any difference between the amount charged and our amount paid for the covered service. This includes situations where you purchase prosthetic devices and have them shipped to you in Wellmark's service area, when Wellmark does not have a contractual relationship with the provider.

**Talk to your provider.** Whenever possible, before receiving laboratory services, home/durable medical equipment, or prosthetic devices, ask your provider to utilize a provider that has a contractual arrangement with the Blue Plan where you received services, purchased or rented equipment, or shipped equipment, or ask your provider to utilize a provider that has a contractual arrangement with Wellmark.

To determine if a provider has a contractual arrangement with a particular Blue Plan or with Wellmark, call the Customer Service number on your ID card or visit our website, *Wellmark.com*.

See *Out-of-Network Providers*, page 49.

## 6. Notification Requirements and Care Coordination

Many services including, but not limited to, medical, surgical, mental health, and chemical dependency treatment services, require a notification to us or a review by us. If you do not follow notification requirements properly, you may have to pay for services yourself, so the information in this section is critical. For a complete list of services subject to notification or review, visit *Wellmark.com* or call the Customer Service number on your ID card.

### Providers and Notification Requirements

PPO or Participating providers in Iowa and South Dakota should handle notification requirements for you. If you are admitted to a PPO or Participating facility outside Iowa or South Dakota, the PPO or Participating provider should handle notification requirements for you.

If you receive any other covered services (i.e., services unrelated to an inpatient admission) from a PPO or Participating provider outside Iowa or South Dakota, or if you see an Out-of-Network Provider, you or someone acting on your behalf is responsible for notification requirements.

More than one of the notification requirements and care coordination programs described in this section may apply to a service. Any notification or care coordination decision is based on the medical benefits in effect at the time of your request. If your coverage changes for any reason, you may be required to repeat the notification process.

You or your authorized representative, if you have designated one, may appeal a denial or reduction of benefits resulting from these notification requirements and care coordination programs. See *Appeals*, page 79. Also see *Authorized Representative*, page 87.

### Precertification

<b>Purpose</b>	Precertification helps determine whether a service or admission to a facility is medically necessary. Precertification is required; however, it does not apply to maternity or emergency services.
<b>Applies to</b>	For a complete list of the services subject to precertification, visit <i>Wellmark.com</i> or call the Customer Service number on your ID card.
<b>Person Responsible for Obtaining Precertification</b>	<p><b>You</b> or someone acting on your behalf is responsible for obtaining precertification if:</p> <ul style="list-style-type: none"> <li>■ You receive services subject to precertification from an Out-of-Network Provider; or</li> <li>■ You receive non-inpatient services subject to precertification from a PPO or Participating provider outside Iowa or South Dakota;</li> </ul> <p><b>Your Provider</b> should obtain precertification for you if:</p> <ul style="list-style-type: none"> <li>■ You receive services subject to precertification from a PPO Provider in Iowa or South Dakota; or</li> <li>■ You receive inpatient services subject to precertification from a PPO or Participating provider outside Iowa or South Dakota.</li> </ul> <p><b>Please note:</b> If you are ever in doubt whether precertification has been obtained, call the Customer Service number on your ID card.</p>

<b>Process</b>	<p>When you, instead of your provider, are responsible for precertification, call the phone number on your ID card before receiving services.</p> <p>Wellmark will respond to a precertification request within:</p> <ul style="list-style-type: none"> <li>■ 72 hours in a medically urgent situation;</li> <li>■ 15 days in a non-medically urgent situation.</li> </ul> <p>Precertification requests must include supporting clinical information to determine medical necessity of the service or admission.</p> <p>After you receive the service(s), Wellmark may review the related medical records to confirm the records document the services subject to the approved precertification request. The medical records also must support the level of service billed and document that the services have been provided by the appropriate personnel with the appropriate level of supervision.</p>
<b>Importance</b>	<p>If you choose to receive services subject to precertification, you will be responsible for the charges as follows:</p> <ul style="list-style-type: none"> <li>■ If you receive services subject to precertification from an Out-of-Network Provider and we determine that the procedure was not medically necessary you will be responsible for the full charge.</li> <li>■ If you are admitted to a PPO or Participating inpatient facility, the provider, not you, will be responsible for any reduction for failure to complete the precertification process. <b>Please note:</b> It is important that you are aware of precertification requirements to help ensure that they are met.</li> <li>■ If you receive the services from an Out-of-Network Provider and we determine the procedure is medically necessary and otherwise covered, without precertification, benefits can be reduced by 50% of the maximum allowable fee, after which we subtract your applicable payment obligations. See <i>Maximum Allowable Fee</i>, page 49. You are subject to this benefit reduction only if you receive the services from an Out-of-Network Provider.</li> </ul> <p>Reduced or denied benefits that result from failure to follow notification requirements are not credited toward your out-of-pocket maximum. See <i>What You Pay</i>, page 3.</p>

## Notification

<b>Purpose</b>	Notification of most facility admissions and certain services helps us identify and initiate discharge planning or care coordination. Notification is required.
<b>Applies to</b>	For a complete list of the services subject to notification, visit <i>Wellmark.com</i> or call the Customer Service number on your ID card.



<b>Person Responsible</b>	<p>PPO Providers in the states of Iowa and South Dakota perform notification for you. However, you or someone acting on your behalf is responsible for notification if:</p> <ul style="list-style-type: none"> <li>■ You receive services subject to notification from a provider outside Iowa or South Dakota;</li> <li>■ You receive services subject to notification from a Participating or Out-of-Network provider.</li> </ul>
<b>Process</b>	<p>When you, instead of your provider, are responsible for notification, call the phone number on your ID card before receiving services, except when you are unable to do so due to a medical emergency. In the case of an emergency admission, you must notify us within one business day of the admission or the receipt of services or as soon as reasonably possible thereafter.</p>

### Prior Approval

<b>Purpose</b>	<p>Prior approval helps determine whether a proposed treatment plan is medically necessary and a benefit under your medical benefits. Prior approval is required.</p>
<b>Applies to</b>	<p>For a complete list of the services subject to prior approval, visit <i>Wellmark.com</i> or call the Customer Service number on your ID card.</p>
<b>Person Responsible for Obtaining Prior Approval</b>	<p><b>You</b> or someone acting on your behalf is responsible for obtaining prior approval if:</p> <ul style="list-style-type: none"> <li>■ You receive services subject to prior approval from an Out-of-Network Provider; or</li> <li>■ You receive non-inpatient services subject to prior approval from a PPO or Participating provider outside Iowa or South Dakota.</li> </ul> <p><b>Your Provider</b> should obtain prior approval for you if:</p> <ul style="list-style-type: none"> <li>■ You receive services subject to prior approval from a PPO Provider in Iowa or South Dakota; or</li> <li>■ You receive inpatient services subject to prior approval from a PPO or Participating provider outside Iowa or South Dakota.</li> </ul> <p><b>Please note:</b> If you are ever in doubt whether prior approval has been obtained, call the Customer Service number on your ID card.</p>
<b>Process</b>	<p>When you, instead of your provider, are responsible for requesting prior approval, call the number on your ID card to obtain a prior approval form and ask the provider to help you complete the form.</p> <p>Wellmark will determine whether the requested service is medically necessary and eligible for benefits based on the written information submitted to us. We will respond to a prior approval request in writing to you and your provider within:</p> <ul style="list-style-type: none"> <li>■ 72 hours in a medically urgent situation.</li> <li>■ 15 days in a non-medically urgent situation.</li> </ul> <p>Prior approval requests must include supporting clinical information to determine medical necessity of the services or supplies.</p>

<b>Importance</b>	<p>If your request is approved, the service is covered provided other contractual requirements, such as member eligibility and benefits maximums, are observed. If your request is denied, the service is not covered, and you will receive a notice with the reasons for denial.</p> <p>If you do not request prior approval for a service, the benefit for that service will be denied on the basis that you did not request prior approval.</p> <p>Upon receiving an Explanation of Benefits (EOB) indicating a denial of benefits for failure to request prior approval, you will have the opportunity to appeal (see the <i>Appeals</i> section) and provide us with medical information for our consideration in determining whether the services were medically necessary and a benefit under your medical benefits. Upon review, if we determine the service was medically necessary and a benefit under your medical benefits, the benefit for that service will be provided according to the terms of your medical benefits.</p> <p>Approved services are eligible for benefits for a limited time. Approval is based on the medical benefits in effect and the information we had as of the approval date. If your coverage changes for any reason (for example, because of a new job or new medical benefits), an approval may not be valid. If your coverage changes before the approved service is performed, a new approval is recommended.</p> <p><b>Note:</b> When prior approval is required, and an admission to a facility is required for that service, the admission also may be subject to notification or precertification. See <i>Precertification</i> and <i>Notification</i> earlier in this section.</p>
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### Concurrent Review

<b>Purpose</b>	Concurrent review is a utilization review conducted during a member's facility stay or course of treatment at home or in a facility setting to determine whether the place or level of service is medically necessary. This care coordination program occurs without any notification required from you.
<b>Applies to</b>	For a complete list of the services subject to concurrent review, visit <i>Wellmark.com</i> or call the Customer Service number on your ID card.
<b>Person Responsible</b>	Wellmark
<b>Process</b>	<p>Wellmark may review your case to determine whether your current level of care is medically necessary.</p> <p>Responses to Wellmark's concurrent review requests must include supporting clinical information to determine medical necessity as a condition of your coverage.</p>
<b>Importance</b>	Wellmark may require a change in the level or place of service in order to continue providing benefits. If we determine that your current facility setting or level of care is no longer medically necessary, we will notify you, your attending physician, and the facility or agency at least 24 hours before your benefits for these services end.

## Case Management

<b>Purpose</b>	Case management is intended to identify and assist members with the most severe illnesses or injuries by collaborating with members, members' families, and providers to develop individualized care plans.
<b>Applies to</b>	<p>A wide group of members including those who have experienced potentially preventable emergency room visits; hospital admissions/readmissions; those with catastrophic or high cost health care needs; those with potential long term illnesses; and those newly diagnosed with health conditions requiring lifetime management. Examples where case management might be appropriate include but are not limited to:</p> <p>Brain or Spinal Cord Injuries</p> <p>Cystic Fibrosis</p> <p>Degenerative Muscle Disorders</p> <p>Hemophilia</p> <p>Pregnancy (high risk)</p> <p>Transplants</p>
<b>Person Responsible</b>	You, your physician, and the health care facility can work with Wellmark's case managers. Wellmark may initiate a request for case management.
<b>Process</b>	Members are identified and referred to the Case Management program through Customer Service and claims information, referrals from providers or family members, and self-referrals from members.
<b>Importance</b>	Case management is intended to identify and coordinate appropriate care and care alternatives including reviewing medical necessity; negotiating care and services; identifying barriers to care including contract limitations and evaluation of solutions outside the group health plan; assisting the member and family to identify appropriate community-based resources or government programs; and assisting members in the transition of care when there is a change in coverage.

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## 7. Factors Affecting What You Pay

How much you pay for covered services is affected by many different factors discussed in this section.

### Benefit Year

A benefit year is a period of 12 consecutive months beginning on January 1 or beginning on the day your coverage goes into effect. The benefit year starts over each January 1. Your benefit year continues even if your employer or group sponsor changes Wellmark group health plan benefits during the year or you change to a different plan offering mid-benefit year from your same employer or group sponsor.

Certain coverage changes result in your Wellmark identification number changing. In some cases, a new benefit year will start under the new ID number for the rest of the benefit year. In this case, the benefit year would be less than a full 12 months. In other cases (e.g., adding your spouse to your coverage) the benefit year would continue and not start over.

If you are an inpatient in a covered facility on the date of your annual benefit year renewal, your benefit limitations and payment obligations, including your deductible and out-of-pocket maximum, for facility services will renew and will be based on the benefit limitations and payment obligation amounts in effect on the date you were admitted. However, your payment obligations, including your deductible and out-of-pocket maximum, for practitioner services will be based on the payment obligation amounts in effect on the day you receive services.

The benefit year is important for calculating:

- Deductible.
- Coinsurance.
- Out-of-pocket maximum.
- Benefits maximum.

### How Coinsurance is Calculated

The amount on which coinsurance is calculated depends on the state where you receive a covered service and the contracting status of the provider.

#### PPO Providers in the Wellmark Service Area and Out-of-Network Providers

Coinsurance is calculated using the payment arrangement amount after the following amounts (if applicable) are subtracted from it:

- Deductible.
- Amounts representing any general exclusions and conditions. See *General Conditions of Coverage, Exclusions, and Limitations*, page 31.

#### PPO and Participating Providers Outside the Wellmark Service Area

The coinsurance for covered services is calculated on the lower of:

- The amount charged for the covered service, or
- The negotiated price that the Host Blue makes available to Wellmark after the following amounts (if applicable) are subtracted from it:
  - Deductible.
  - Amounts representing any general exclusions and conditions. See *General Conditions of Coverage, Exclusions, and Limitations*, page 31.

Often, the negotiated price will be a simple discount that reflects an actual price the local Host Blue paid to your provider. Sometimes, the negotiated price is an estimated price that takes into account special arrangements with your healthcare provider or provider group that may include

types of settlements, incentive payments, and/or other credits or charges. Occasionally, the negotiated price may be an average price based on a discount that results in expected average savings for similar types of healthcare providers after taking into account the same types of transactions as with an estimated price. Estimated pricing and average pricing, going forward, also take into account adjustments to correct for over- or under-estimation of modifications of past pricing for the types of transaction modifications noted previously. However, such adjustments will not affect the price we use for your claim because they will not be applied retroactively to claims already paid.

Occasionally, claims for services you receive from a provider that participates with a Blue Cross and/or Blue Shield Plan outside of Iowa or South Dakota may need to be processed by Wellmark instead of by the BlueCard Program. In that case, coinsurance is calculated using the payment arrangement amount for covered services after the following amounts (if applicable) are subtracted from it:

- Deductible.
- Amounts representing any general exclusions and conditions. See *General Conditions of Coverage, Exclusions, and Limitations*, page 31.

Laws in a small number of states may require the Host Blue Plan to add a surcharge to your calculation. If any state laws mandate other liability calculation methods, including a surcharge, Wellmark will calculate your payment obligation for any covered services according to applicable law. For more information, see *BlueCard Program*, page 36.

## Provider Network

Under the medical benefits of this plan, your network of providers consists of PPO and Participating providers. All other providers are Out-of-Network Providers.

## PPO Providers

Blue Cross and Blue Shield Plans have contracting relationships with PPO Providers. When you receive services from PPO Providers:

- The PPO payment obligation amounts may be waived or may be less than the Participating and Out-of-Network amounts for certain covered services. See *Waived Payment Obligations*, page 5.
- These providers agree to accept Wellmark's payment arrangements, or payment arrangements or negotiated prices of the Blue Cross and Blue Shield Plan with which the provider contracts. These payment arrangements may result in savings.
- The health plan payment is sent directly to the provider.

## Participating Providers

Wellmark and Blue Cross and/or Blue Shield Plans have contracting relationships with Participating Providers. Pharmacies that contract with our pharmacy benefits manager are considered Participating Providers. To determine if a pharmacy contracts with our pharmacy benefits manager, ask the pharmacist, consult the directory of participating pharmacies on our website at *Wellmark.com*, or call the Customer Service number on your ID card. When you receive services from Participating Providers:

- The Participating payment obligation amounts may be waived or may be less than the Out-of-Network amounts for certain covered services. See *Waived Payment Obligations*, page 5.
- These providers agree to accept Wellmark's payment arrangements, or payment arrangements or negotiated prices of the Blue Cross and Blue Shield Plan with which the provider contracts. These payment arrangements may result in savings.

- The health plan payment is sent directly to the provider.

## Out-of-Network Providers

Wellmark and Blue Cross and/or Blue Shield Plans do not have contracting relationships with Out-of-Network Providers, and they may not accept our payment arrangements. Pharmacies that do not contract with our pharmacy benefits manager are considered Out-of-Network Providers. Therefore, when you receive services from Out-of-Network Providers:

- You are responsible for any difference between the amount charged and our payment for a covered service. In the case of services received outside Iowa or South Dakota, our maximum payment for services by an Out-of-Network Provider will generally be based on either the Host Blue's Out-of-Network Provider local payment or the pricing arrangements required by applicable state law. In certain situations, we may use other payment bases, such as the amount charged for a covered service, the payment we would make if the services had been obtained within Iowa or South Dakota, or a special negotiated payment, as permitted under Inter-Plan Programs policies, to determine the amount we will pay for services you receive from Out-of-Network Providers. See *Services Outside the Wellmark Service Area*, page 36.
- Wellmark does not make claim payments directly to these providers. You are responsible for ensuring that your provider is paid in full.
- The group health plan payment for Out-of-Network hospitals, M.D.s, and D.O.s in Iowa is made payable to the provider, but the check is sent to you. You are responsible for forwarding the check to the provider (plus any billed balance you may owe).

## Amount Charged and Maximum Allowable Fee

### Amount Charged

The amount charged is the amount a provider charges for a service or supply, regardless of whether the services or supplies are covered under your medical benefits.

### Maximum Allowable Fee

The maximum allowable fee is the amount, established by Wellmark, using various methodologies, for covered services and supplies. Wellmark's amount paid may be based on the lesser of the amount charged for a covered service or supply or the maximum allowable fee.

## Payment Arrangements

### Payment Arrangement Savings

Wellmark has contracting relationships with PPO Providers. We use different methods to determine payment arrangements, including negotiated fees. These payment arrangements usually result in savings.

The savings from payment arrangements and other important amounts will appear on your Explanation of Benefits statement as follows:

- *Network Savings*, which reflects the amount you save on a claim by receiving services from a Participating or PPO provider. For the majority of services, the savings reflects the actual amount you save on a claim. However, depending on many factors, the amount we pay a provider could be different from the covered charge. Regardless of the amount we pay a Participating or PPO provider, your payment responsibility will always be based on the lesser of the covered charge or the maximum allowable fee.
- *Amount Not Covered*, which reflects the portion of provider charges not covered under your health benefits and for which you are responsible. This amount may include services or supplies not covered;

amounts in excess of a benefit maximum, benefit year maximum, or lifetime benefits maximum; reductions or denials for failure to follow a required precertification; and the difference between the amount charged and the maximum allowable fee for services from an Out-of-Network Provider. For general exclusions and examples of benefit limitations, see *General Conditions of Coverage, Exclusions, and Limitations*, page 31.

- *Amount Paid by Health Plan*, which reflects our payment responsibility to a provider or to you. We determine this amount by subtracting the following amounts (if applicable) from the amount charged:
  - Deductible.
  - Coinsurance.
  - Amounts representing any general exclusions and conditions.
  - Network savings.

except to the extent of any amounts you may owe.

### **Payment Method for Services**

When you receive a covered service or services that result in multiple claims, we will calculate your payment obligations based on the order in which we process the claims.

### **Provider Payment Arrangements**

Provider payment arrangements are calculated using industry methods including, but not limited to, fee schedules, per diems, percentage of charge, capitation, or episodes of care. Some provider payment arrangements may include an amount payable to the provider based on the provider's performance. Performance-based amounts that are not distributed are not allocated to your specific group or to your specific claims and are not considered when determining any amounts you may owe. We reserve the right to change the methodology we use to calculate payment arrangements based on industry practice or business need. PPO and Participating providers agree to accept our payment arrangements as full settlement for providing covered services,



## 8. Coverage Eligibility and Effective Date

### Enrollment Requirements

Each eligible employee who began work before the effective date of this coverage is eligible to enroll for this coverage on the effective date. New, eligible employees may enroll for coverage on the first day following 30 calendar days following the date of employment (subject to any new employment probationary period your group may have). The application must be received by us no later than 31 days following eligibility.

**Please note:** In addition to the preceding requirements, eligibility is affected by coverage enrollment events and coverage termination events. See *Coverage Change Events*, page 55.

### Eligibility Requirements

The following are eligibility requirements for participating in this health benefits plan.

**Full-time Employees.** An employee is eligible for medical and prescription drug coverage if he/she is a regular full-time employee as defined by his or her respective contract or employee statement of policy as defined by the City of Cedar Falls.

**Spouses.** A spouse of a plan member is eligible for coverage under a family plan. For definition of spouse, see *Glossary*, page 95.

**Children.** A child is eligible for coverage under a family plan if the child has one of the following relationships to the plan member or an enrolled spouse:

- A natural child.
- Legally adopted or placed for adoption (that is, you assume a legal obligation to provide full or partial support and intend to adopt the child).
- A child for whom you have legal guardianship.
- A stepchild.

- A foster child.
- A natural child a court orders to be covered.

A child who has been placed in your home for the purpose of adoption or whom you have adopted is eligible for coverage on the date of placement for adoption or the date of actual adoption, whichever occurs first.

**Please note:** You must notify us or your employer or group sponsor if you enter into an arrangement to provide surrogate parent services: Contact your employer or group sponsor or call the Customer Service number on your ID card.

In addition, a child must be one of the following:

- Under age 26.
- An unmarried full-time student enrolled in an accredited educational institution. Full-time student status continues during:
  - Regularly-scheduled school vacations; and
  - Medically necessary leaves of absence until the earlier of one year from the first day of leave or the date coverage would otherwise end.
- An unmarried child who is deemed disabled. The disability must have existed before the child turned age 26 or while the child was a full-time student. Wellmark considers a dependent disabled when he or she meets the following criteria:
  - Claimed as a dependent on the employee's, plan member's, subscriber's, policyholder's, or retiree's tax return; and
  - Enrolled in and receiving Medicare benefits due to disability; or
  - Enrolled in and receiving Social Security benefits due to disability.
 Documentation will be required.

**Retirees.** You are eligible to continue participating under this health benefits plan if you are covered under this plan on the date that your employment ends with this employer or group sponsor, and any one of the following also applies on that date:

- You have been determined to be eligible to receive a pension benefit from the Iowa Public Employee Retirement System (IPERS) as a result of your own disability or age and service status;
- You have been determined to be eligible for Social Security Disability benefits as a result of your own disability; or
- You have been determined to be eligible for Iowa Code Chapter 411 retirement benefits as a result of your own disability or age and service status.

**Retiree Enrollment And Effective Date.** The retiree's request for permission from the City to participate in the plan must be filed with the City within thirty (30) days prior to the date eligibility as an active employee terminates due to retirement, or thirty (30) days after the date eligibility as an active employee terminates due to retirement.

**Self-Payment Provisions.** The first payment (which will include payment for all months since coverage terminated) must be received by the City within forty-five (45) days of the date the retiree elected to continue coverage under the self-payment provisions for retirees. Each subsequent payment is due by the first day of the month for which coverage is intended, and shall be considered timely if received within thirty (30) days of the due date. If payment is not received in a timely manner coverage will terminate retroactive to the last day of the month for which coverage was paid.

### When Coverage Begins

Coverage begins on the member's effective date. If you have just started a new job, or if a coverage enrollment event allows you to add a new member, ask your employer or group sponsor about your effective date.

Services received before the effective date of coverage are not eligible for benefits.

### Late Enrollees

A late enrollee is a member who declines coverage when initially eligible to enroll and then later wishes to enroll for coverage. However, a member is not a late enrollee if a qualifying enrollment event allows enrollment as a special enrollee, even if the enrollment event coincides with a late enrollment opportunity. See *Coverage Change Events*, page 55.

A late enrollee may enroll for coverage only at open enrollment.

### Leave of Absence

Active employees may be entitled to a leave of absence in accordance with the following provisions:

#### Leave of Absence (Paid and Unpaid)

During any period for which an active employee is granted by the City an approved paid leave of absence, such active employee will continue to be an active employee under the terms of the plan for the leave of absence period approved by the City. The employee portion of the contribution will be required from the active employee to continue coverage. During any period for which an active employee is granted by the City an approved unpaid leave of absence, such active employee will continue to be an active employee under the terms of the plan for the leave of absence period approved by the City. The entire contribution will be required from the active employee to continue coverage. Coverage will terminate under this provision upon expiration of approved leave of absence, or when contributions are not remitted in a timely manner. Upon termination of coverage under this provision, former active employees may then elect to continue coverage as specified under the *COBRA Continuation* section.

**Temporary Layoff**

During any period for which an active employee incurs a temporary layoff and on a basis precluding individual selection, the entire contribution will be required from the individual to continue coverage during the layoff period. Coverage will terminate under this provision when layoff is no longer considered temporary, or when the required contributions are not remitted in a timely manner. Upon termination of coverage under this provision, former active employees may then elect to continue coverage as specified under the COBRA Continuation section.

**Changes to Information Related to You or to Your Benefits**

Wellmark may, from time to time, permit changes to information relating to you or to your benefits. In such situations, Wellmark shall not be required to reprocess claims as a result of any such changes.

**Qualified Medical Child Support Order**

If you have a dependent child and you or your spouse's employer or group sponsor receives a Medical Child Support Order recognizing the child's right to enroll in this group health plan or in your spouse's benefits plan, the employer or group sponsor will promptly notify you or your spouse and the dependent that the order has been received. The employer or group sponsor also will inform you or your spouse and the dependent of its procedures for determining whether the order is a Qualified Medical Child Support Order (QMCSO). Participants and beneficiaries can obtain, without charge, a copy of such procedures from the plan administrator.

A QMCSO specifies information such as:

- Your name and last known mailing address.
- The name and mailing address of the dependent specified in the court order.

- A reasonable description of the type of coverage to be provided to the dependent or the manner in which the type of coverage will be determined.
- The period to which the order applies.

A Qualified Medical Child Support Order cannot require that a benefits plan provide any type or form of benefit or option not otherwise provided under the plan, except as necessary to meet requirements of Iowa Code Chapter 252E (2001) or Social Security Act Section 1908 with respect to group health plans.

The order and the notice given by the employer or group sponsor will provide additional information, including actions that you and the appropriate insurer must take to determine the dependent's eligibility and procedures for enrollment in the benefits plan, which must be done within specified time limits.

If eligible, the dependent will have the same coverage as you or your spouse and will be allowed to enroll immediately. You or your spouse's employer or group sponsor will withhold any applicable share of the cost of the dependent's health care coverage from your compensation and forward this amount to us.

If you are subject to a waiting period that expires more than 90 days after we receive the QMCSO, your employer or group sponsor must notify us when you become eligible for enrollment. Enrollment of the dependent will commence after you have satisfied the waiting period.

The dependent may designate another person, such as a custodial parent or legal guardian, to receive copies of explanations of benefits, checks, and other materials.

Your employer or group sponsor may not revoke enrollment or eliminate coverage for a dependent unless the employer or group

sponsor receives satisfactory written evidence that:

- The court or administrative order requiring coverage in a group health plan is no longer in effect;
- The dependent's eligibility for or enrollment in a comparable benefits plan that takes effect on or before the date the dependent's enrollment in this group health plan terminates; or
- The employer eliminates dependent health coverage for all employees.

The employer or group sponsor is not required to maintain the dependent's coverage if:

- You or your spouse no longer pay the cost of coverage because the employer or group sponsor no longer owes compensation; or
- You or your spouse have terminated employment with the employer and have not elected to continue coverage.

## Family and Medical Leave Act of 1993

The Family and Medical Leave Act of 1993 (FMLA), requires a covered employer to allow an employee with 12 months or more of service who has worked for 1,250 hours over the previous 12 months and who is employed at a worksite where 50 or more employees are employed by the employer within 75 miles of that worksite a total of 12 weeks of leave per fiscal year for the birth of a child, placement of a child with the employee for adoption or foster care, care for the spouse, child or parent of the employee if the individual has a serious health condition or because of a serious health condition, the employee is unable to perform any one of the essential functions of the employee's regular position. In addition, FMLA requires an employer to allow eligible employees to take up to 12 weeks of leave per 12-month period for qualifying exigencies arising out of a covered family member's active military duty in support of a contingency operation

and to take up to 26 weeks of leave during a single 12-month period to care for a covered family member recovering from a serious illness or injury incurred in the line of duty during active service.

Any employee taking a leave under the FMLA shall be entitled to continue the employee's benefits during the duration of the leave. The employer must continue the benefits at the level and under the conditions of coverage that would have been provided if the employee had remained employed. **Please note:** The employee is still responsible for paying their share of the premium if applicable. If the employee for any reason fails to return from the leave, the employer may recover from the employee that premium or portion of the premium that the employer paid, provided the employee fails to return to work for any reason other than the reoccurrence of the serious health condition or circumstances beyond the control of the employee.

Leave taken under the FMLA does not constitute a qualifying event so as to trigger COBRA rights. However, a qualifying event triggering COBRA coverage may occur when it becomes known that the employee is not returning to work. Therefore, if an employee does not return at the end of the approved period of Family and Medical Leave and terminates employment with employer, the COBRA qualifying event occurs at that time.

If you have any questions regarding your eligibility or obligations under the FMLA, contact your employer or group sponsor.

## 9. Coverage Changes and Termination

### Open Enrollment Period

City of Cedar Falls will offer an annual enrollment period during which an employee may elect to participate in the plan. Also during this period, currently enrolled employees may change coverage options or choose to waive coverage. Any otherwise eligible employee who has previously waived coverage may elect to participate in the plan provided he or she applies during this enrollment period.

Retirees currently participating in the plan may elect to change their coverage option during this enrollment period. Retirees who have waived coverage since becoming a retiree may not elect to participate in the plan.

The enrollment period will be held annually during the month of **June** with a **July 1<sup>st</sup>** effective date.

Enrollment in the medical plan must be retained for one (1) year or at least until the next open enrollment period, unless there is a coverage removal event.

Certain events may require or allow you to add or remove persons who are covered by this group health plan.

### Coverage Change Events

**Coverage Enrollment Events:** The following events allow you or your eligible child to enroll for coverage. The following events may also allow your spouse to enroll for coverage. Enrollment in the medical plan must be retained for one (1) year or at least until the next open enrollment period unless there is a coverage removal event.

- Birth, adoption, or placement for adoption by an approved agency.
- Marriage.
- Exhaustion of COBRA coverage.
- You or your eligible spouse or your dependent loses eligibility for creditable

coverage or his or her employer or group sponsor ceases contribution to creditable coverage.

- Spouse or dependent loses coverage through his or her employer.
- You lose eligibility for coverage under Medicaid or the Children's Health Insurance Program (CHIP) (the *hawk-i* plan in Iowa).
- You become eligible for premium assistance under Medicaid or CHIP.

The following events allow you to add only the new dependent resulting from the event:

- Dependent child resumes status as a full-time student.
- Addition of a biological child by court order. See *Qualified Medical Child Support Order*, page 53.
- Appointment as a child's legal guardian.
- Placement of a foster child in your home by an approved agency.

**Please note:** Retirement is not considered a coverage enrollment event.

**Coverage Removal Events:** If a retiree removes coverage, the retiree is not allowed to enroll in the plan again at any time in the future.

The following events require you to remove the affected family member from your coverage:

- Death.
- Divorce or annulment. Legal separation, also, may result in removal from coverage. If you become legally separated, notify your employer or group sponsor.
- Medicare eligibility. If you become eligible for Medicare, you must notify your employer or group sponsor immediately. If you are eligible for this group health plan other than as a current employee or a current employee's spouse, your Medicare eligibility may terminate this coverage.

In case of the following coverage removal events, the affected child's coverage may be continued until the end of the month on or after the date of the event:

- Completion of full-time schooling if the child is age 26 or older.
- Child who is not a full-time student or deemed disabled reaches age 26.
- Marriage of a child age 26 or older.

## Reinstatement of Child

**Reinstatement Events.** A child up to age 26 who was removed from coverage may be reinstated on his or her parent's existing coverage under any of the following conditions:

- Involuntary loss of creditable coverage (including, but not limited to, group or *hawk-i* coverage).
- Loss of creditable coverage due to:
  - Termination of employment or eligibility.
  - Death of spouse.
  - Divorce.
- Court ordered coverage for spouse or minor children under the parent's health insurance.
- Exhaustion of COBRA or Iowa continuation coverage.
- The plan member is employed by an employer that offers multiple health plans and elects a different plan during an open enrollment period.
- A change in status in which the employee becomes eligible to enroll in this group health plan and requests enrollment. See *Coverage Enrollment Events* earlier in this section.

**Reinstatement Requirements.** A request for reinstated coverage for a child up to age 26 must be made within 31 days of the reinstatement event. In addition, the following requirements must be met:

- The child must have been covered under the parent's current coverage at the time the child left that coverage to enroll in other creditable coverage.

- The parent's coverage must be currently in effect and continuously in effect during the time the child was enrolled in other creditable coverage.

## Requirement to Notify Group Sponsor

You must notify your employer or group sponsor of an event that changes the coverage status of members. Notify your employer or group sponsor within 60 days in case of the following events:

- A birth, adoption, or placement for adoption.
- Divorce, legal separation, or annulment.
- Your dependent child loses eligibility for coverage.
- You lose eligibility for coverage under Medicaid or the Children's Health Insurance Program (CHIP) (the *hawk-i* plan in Iowa).
- You become eligible for premium assistance under Medicaid or CHIP.

For all other events, you must notify your employer or group sponsor within 60 days of the event.

If you do not provide timely notification of an event that requires you to remove an affected family member, your coverage may be terminated.

If you do not provide timely notification of a coverage enrollment event, the affected person may not enroll until an annual group enrollment period.

## The Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA)

Your group health plan will fully comply with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). If any part of the plan conflicts with USERRA, the conflicting provision will not apply. All other benefits and exclusions of the group health plan will remain

effective to the extent there is no conflict with USERRA.

USERRA provides for, among other employment rights and benefits, continuation of health care coverage to a covered employee and the employee's covered dependents during a period of the employee's active service or training with any of the uniformed services. The plan provides that a covered employee may elect to continue coverages in effect at the time the employee is called to active service. The maximum period of coverage for an employee and the covered employee's dependents under such an election shall be the lesser of:

- The 24-month period beginning on the date on which the covered employee's absence begins; or
- The period beginning on the date on which the covered employee's absence begins and ending on the day after the date on which the covered employee fails to apply for or return to a position of employment as follows:
  - For service of less than 31 days, no later than the beginning of the first full regularly scheduled work period on the first full calendar day following the completion of the period of service and the expiration of eight hours after a period allowing for the safe transportation from the place of service to the covered employee's residence or as soon as reasonably possible after such eight hour period;
  - For service of more than 30 days but less than 181 days, no later than 14 days after the completion of the period of service or as soon as reasonably possible after such period;
  - For service of more than 180 days, no later than 90 days after the completion of the period of service; or
  - For a covered employee who is hospitalized or convalescing from an

illness or injury incurred in or aggravated during the performance of service in the uniformed services, at the end of the period that is necessary for the covered employee to recover from the illness or injury. The period of recovery may not exceed two (2) years.

A covered employee who elects to continue health plan coverage under the plan during a period of active service in the uniformed services may be required to pay no more than 102% of the full premium under the plan associated with the coverage for the employer's other employees. This is true except in the case of a covered employee who performs service in the uniformed services for less than 31 days. When this is the case, the covered employee may not be required to pay more than the employee's share, if any, for the coverage. Continuation coverage cannot be discontinued merely because activated military personnel receive health coverage as active duty members of the uniformed services and their family members are eligible to receive coverage under the TRICARE program (formerly CHAMPUS).

When a covered employee's coverage under a health plan was terminated by reason of service in the uniformed services, the preexisting condition exclusion and waiting period may not be imposed in connection with the reinstatement of the coverage upon reemployment under USERRA. This applies to a covered employee who is reemployed and any dependent whose coverage is reinstated. The waiver of the preexisting condition exclusion shall not apply to illness or injury which occurred or was aggravated during performance of service in the uniformed services.

*Uniformed services* includes full-time and reserve components of the United States Army, Navy, Air Force, Marines and Coast Guard, the Army National Guard, the commissioned corps of the Public Health Service, and any other category of persons

designated by the President in time of war or emergency.

If you are a covered employee called to a period of active service in the uniformed service, you should check with the plan administrator for a more complete explanation of your rights and obligations under USERRA.

## Coverage Termination

The following events terminate your coverage eligibility.

- You become unemployed when your eligibility is based on employment.
- You become ineligible under your employer's or group sponsor's eligibility requirements for reasons other than unemployment.
- Your employer or group sponsor discontinues or replaces this group health plan.
- We decide to discontinue offering this group health benefit plan by giving written notice to you and your employer or group sponsor and the Commissioner of Insurance at least 90 days prior to termination.
- We decide to nonrenew all group health benefit plans delivered or issued for delivery to employers in Iowa by giving written notice to you and your employer or group sponsor and the Commissioner of Insurance at least 180 days prior to termination.

Also see *Fraud or Intentional Misrepresentation of Material Facts*, and *Nonpayment* later in this section.

When you become unemployed and your eligibility is based on employment, your coverage will end at the end of the month your employment ends. When your coverage terminates for all other reasons, check with your employer or group sponsor or call the Customer Service number on your ID card to verify the coverage termination date.

If you receive covered facility services as an inpatient of a hospital or a resident of a

nursing facility on the date your coverage eligibility terminates, payment for the covered facility services will end on the earliest of the following:

- The end of your remaining days of coverage under this benefits plan.
- The date you are discharged from the hospital or nursing facility following termination of your coverage eligibility.
- A period not more than 60 days from the date of termination.

Only facility services will be covered under this extension of benefits provision. Benefits for professional services will end on the date of termination of your coverage eligibility.

### Fraud or Intentional Misrepresentation of Material Facts

Your coverage will terminate immediately if:

- You use this group health plan fraudulently or intentionally misrepresent a material fact in your application; or
- Your employer or group sponsor commits fraud or intentionally misrepresents a material fact under the terms of this group health plan.

If your coverage is terminated for fraud or intentional misrepresentation of a material fact, then:

- We may declare this group health plan void retroactively from the effective date of coverage following a 30-day written notice. In this case, we will recover any claim payments made.
- Premiums may be retroactively adjusted as if the fraud or intentionally misrepresented material fact had been accurately disclosed in your application.
- We will retain legal rights, including the right to bring a civil action.

### Nonpayment

If you or your employer or group sponsor fail to make required payments to us when due or within the allowed grace period, your coverage will terminate the last day of the month in which the required payments are due.



## Retiree Termination of Coverage

Coverage will end on the earliest of the following dates:

- the expiration of the period for which the last monthly payment was made timely for coverage under the plan;
- the last day of the month in which the retiree is no longer receiving or entitled to be receiving, based upon the retiree's own disability or age and service status, a pension benefit from the Iowa Public Employee Retirement System (IPERS), Social Security Disability benefit, or a pension benefit pursuant to Chapter 411 of the Iowa Code;
- the date of death;
- the date the member becomes entitled to Medicare;
- the date this plan is terminated with respect to the City, and there is no successor plan.

Unless otherwise specified under this plan, when coverage terminates, benefits will not be provided for any medical and prescription drug services after the termination date even though these services are furnished as a result of an injury or illness that occurred prior to termination of coverage.

## Coverage Continuation

When your coverage ends, you may be eligible to continue coverage under this group health plan.

### COBRA Continuation

COBRA continuation coverage is a temporary extension of group health coverage under the plan under certain circumstances when coverage would otherwise end. The right to COBRA coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA coverage can become available when you would otherwise lose group health coverage under the plan. It can also become available to your spouse and dependent

children, if they are covered under the plan, when they would otherwise lose their group health coverage under the plan. The following paragraphs generally explain COBRA coverage, when it may become available to you and your family, and what you need to do to protect the right to receive it.

The description of COBRA coverage contained here applies only to the group health plan benefits offered under the plan and not to any other benefits offered by your employer or group sponsor (such as life insurance, disability, or accidental death or dismemberment benefits). The plan provides no greater COBRA rights than what COBRA requires. Nothing in the plan is intended to expand the participant's rights beyond COBRA's requirements.

**Coverage Entitlement.** You, your spouse, and/or your dependent child(ren) will be entitled to elect COBRA if you lose your group health coverage under the plan because of a life event known as a *qualifying event*. You may be entitled to continue this coverage under COBRA for a period of 18, 29, or 36 months depending on the qualifying event that causes loss of coverage under this plan. See *Length of Coverage* later in this section.

The following are recognized qualifying events that will entitle you, your spouse, and/or your dependent child(ren) for COBRA Coverage.

You will be entitled to elect COBRA:

- If you lose your group health coverage under the plan because your hours of employment are reduced; or
- Your employment ends for any reason other than your gross misconduct.

Your spouse will be entitled to elect COBRA if he/she loses his/her group health coverage under the plan because any of the following qualifying events happens:

- You die;
- Your hours of employment are reduced;

- Your employment ends for any reason other than your gross misconduct;
- You become entitled to Medicare benefits (Part A, Part B or both) prior to your qualifying event; or
- Your spouse becomes divorced or legally separated from you.

Your dependent child will be entitled to elect COBRA if he/she loses his/her group health coverage under the plan because any of the following qualifying events happens:

- You die;
- Your hours of employment are reduced;
- Your employment ends for any reason other than your gross misconduct;
- You become entitled to Medicare benefits (Part A, Part B or both);
- You and your spouse become divorced or legally separated; or
- The dependent stops being eligible for coverage under the plan as a dependent child.

A child born to, adopted by, or placed for adoption with you during a period of COBRA coverage is considered to be a qualified beneficiary provided that, if you are a qualified beneficiary, you have elected COBRA coverage for yourself. The child's COBRA coverage begins when the child is enrolled under this plan, whether through special enrollment or open enrollment, and it lasts for as long as COBRA coverage lasts for other family members of the employee. To be enrolled under this plan, the child must satisfy the otherwise applicable eligibility requirements (for example, regarding age).

Your child who is receiving benefits under this plan pursuant to a qualified medical child support order (QMCSO) received by your employer or group sponsor during your period of employment with your employer or group sponsor is entitled to the same rights to elect COBRA as your eligible dependent child.

If you take a Family and Medical Leave Act (FMLA) leave and do not return to work at the end of the leave or terminate coverage

during the leave, you (and your spouse and dependent children, if any) will be entitled to elect COBRA if:

- They were covered under the plan on the day before the FMLA leave began or became covered during the FMLA leave; and
- They will lose coverage under the plan because of your failure to return to work at the end of the leave. This means that some individuals may be entitled to elect COBRA at the end of an FMLA leave even if they were not covered under the plan during the leave.

COBRA coverage elected in these circumstances will begin on the last day of the FMLA leave, with the same 18-month maximum coverage period, subject to extension or early termination, generally applicable to the COBRA qualifying events of termination of employment and reduction of hours. For information on how long you may have COBRA coverage, see later in this section, under *Length of Coverage*.

**Qualifying Events.** After a qualifying event occurs and any required notice of that event is properly provided to your employer or group sponsor, COBRA coverage must be offered to each person losing coverage under the plan who is a qualified beneficiary. You, your spouse, and your dependent children could become qualified beneficiaries and would be entitled to elect COBRA if coverage under the plan is lost because of the qualifying event.

COBRA coverage is the same coverage that this plan gives to other participants or beneficiaries under the plan who are not receiving COBRA coverage. Each qualified beneficiary who elects COBRA will have the same rights under the plan as other participants or beneficiaries covered under the component or components of this plan elected by the qualified beneficiary, including open enrollment and special enrollment rights. Under this plan, qualified beneficiaries who elect COBRA must pay for COBRA coverage.

When the qualifying event is the end of your employment, your reduction of hours of employment, or your death, COBRA coverage will be offered to qualified beneficiaries. You need not notify your employer or group sponsor of any of these three qualifying events.

For the other qualifying events, a COBRA election will be available only if you notify your employer or group sponsor in writing within 60 days after the later of:

- The date of the qualifying event; and
- The date on which the qualified beneficiary loses (or would lose) coverage under the terms of the plan as a result of the qualifying event.

The written notice must include the plan name or group name, your name, your Social Security Number, your dependent's name and a description of the event.

**Please note:** If these procedures are not followed or if the written notice is not provided to your employer or group sponsor during the 60-day notice period, you or your dependents will lose your right to elect COBRA.

**Electing Coverage.** To elect COBRA, you must complete the Election form that is part of the COBRA election notice and submit it to Wellmark Blue Cross and Blue Shield. An election notice will be provided to qualified beneficiaries at the time of a qualifying event. You may also obtain a copy of the Election form from your employer or group sponsor. Under federal law, you must have 60 days after the date the qualified beneficiary coverage under the plan terminates, or, if later, 60 days after the date of the COBRA election notice provided to you at the time of the qualifying event to decide whether you want to elect COBRA under the plan.

Mail the completed Election form to:

Wellmark Blue Cross and Blue Shield  
1331 Grand Avenue, Station 3W395  
Des Moines, IA 50309-2901

The Election form must be completed in writing and mailed to the individual and address specified above. The following are not acceptable as COBRA elections and will not preserve COBRA rights: oral communications regarding COBRA coverage, including in-person or telephone statements about an individual's COBRA coverage; and electronic communications, including e-mail and faxed communications.

The election must be postmarked 60 days from the termination date or 60 days from the date the COBRA election notice provided at the time of the qualifying event.

**Please note:** If you do not submit a completed Election form within this period, you will lose your right to elect COBRA.

If you reject COBRA before the due date, you may change your mind as long as you furnish a completed Election form before the due date. The plan will only provide continuation coverage beginning on the date the waiver of coverage is revoked.

You do not have to send any payment with your Election form when you elect COBRA. Important additional information about payment for COBRA coverage is included below.

Each qualified beneficiary will have an independent right to elect COBRA. For example, your spouse may elect COBRA even if you do not. COBRA may be elected for only one, several, or for all dependent children who are qualified beneficiaries. You and your spouse (if your spouse is a qualified beneficiary) may elect COBRA on behalf of all of the qualified beneficiaries, and parents may elect COBRA on behalf of their children. Any qualified beneficiary for whom COBRA is not elected within the 60-day election period specified in the COBRA election notice will lose his or her right to elect COBRA coverage.

When you complete the Election form, you must notify Wellmark Blue Cross and Blue Shield if any qualified beneficiary has become entitled to Medicare (Part A, Part B, or both) and, if so, the date of Medicare entitlement. If you become entitled to Medicare (or first learn that you are entitled to Medicare) after submitting the Election form, immediately notify Wellmark Blue Cross and Blue Shield of the date of the Medicare entitlement at the address specified above for delivery of the Election form.

Qualified beneficiaries may be enrolled in one or more group health components at the time of a qualifying event. If a qualified beneficiary is entitled to a COBRA election as the result of a qualifying event, he or she may elect COBRA under any or all of the group health components under which he or she was covered on the day before the qualifying event. For example, if a qualified beneficiary was covered under the medical and vision components on the day before a qualifying event, he or she may elect COBRA under the vision component only, the medical component only, or under both medical and vision (only if both components are available as a separate election option to the active employee).

Qualified beneficiaries who are entitled to elect COBRA may do so even if they have other group health plan coverage or are entitled to Medicare benefits on or before the date on which COBRA is elected. However, a qualified beneficiary's COBRA coverage will terminate automatically if, after electing COBRA, he or she becomes entitled to Medicare benefits or becomes covered under other group health plan coverage. For information on when coverage will terminate, see later in this section, under *Termination of Coverage*.

When considering whether to elect COBRA, you should take into account that a failure to elect COBRA will affect your future rights under federal law. You should take into account that you have special enrollment rights under federal law. You have the right

to request special enrollment in another group health plan for which you are otherwise eligible (such as coverage sponsored by the spouse's employer) within 30 days after your group health coverage under the plan ends because of one of the qualifying events listed above. You will also have the same special enrollment right at the end of COBRA coverage if you get COBRA coverage for the maximum time available.

**Length of Coverage.** When coverage is lost due to your death, your divorce or legal separation, or your dependent child losing eligibility as a dependent child, COBRA coverage can last for up to a maximum of 36 months.

When coverage is lost due to the end of your employment or reduction in hours of employment, and you became entitled to Medicare benefits less than 18 months before the qualifying event, COBRA coverage for qualified beneficiaries (other than you as the employee) who lose coverage as a result of the qualifying event can last a maximum of 36 months after the date of Medicare entitlement. For example, if you become entitled to Medicare eight months before the date on which your employment terminates, COBRA coverage under the plan for your spouse and children who lost coverage as a result of your termination can last up to 36 months after the date of Medicare entitlement, which is equal to 28 months after the date of the qualifying event (36 months minus eight months). This COBRA coverage period is available only if you become entitled to Medicare within 18 months before the termination or reduction of hours.

Otherwise, when coverage is lost due to the end of your employment or reduction of hours of employment, COBRA coverage generally can last for only up to a maximum of 18 months.

**Extending Coverage.** If the qualifying event that resulted in your COBRA election was your termination of employment or

reduction of hours, an extension of the maximum period of coverage may be available if a qualified beneficiary is disabled or a second qualifying event occurs. You must notify your employer or group sponsor of a disability or a second qualifying event in order to extend the period of COBRA coverage. Failure to provide notice of a disability or second qualifying event will eliminate the right to extend the period of COBRA coverage. Along with the notice of a disability, the qualified beneficiary must also supply a copy of the Social Security Administration disability determination.

If a qualified beneficiary is determined by the Social Security Administration to be disabled and you notify your employer or group sponsor in a timely fashion, all of the qualified beneficiaries in your family may be entitled to receive up to an additional 11 months of COBRA coverage, for a total maximum of 29 months. This extension is available only for qualified beneficiaries who are receiving COBRA coverage because of a qualifying event that was your termination of employment or reduction of hours. The qualified beneficiary must be determined disabled at any time during the first 60 days of COBRA coverage. Each qualified beneficiary will be entitled to the disability extension if one of them qualifies.

The disability extension is available only if you notify your employer or group sponsor in writing of the Social Security Administration's determination of disability within 60 days after the latest of:

- The date of the Social Security Administration's disability determination;
- The date of your termination of employment or reduction of hours; or
- The date on which the qualified beneficiary loses (or would lose) coverage under the terms of the plan as a result of your termination of employment or reduction of hours.

The written notice must include the plan name or group name, your name, your Social Security Number, your dependent's name and a description of the event.

You must also provide this notice within 60 days after your termination of employment or reduction of hours in order to be entitled to a disability extension.

If these procedures are not followed or if the written notice is not provided to your employer or group sponsor during the 60-day notice period, then there will be no disability extension of COBRA coverage.

An extension of coverage will be available to your spouse and dependent children who are receiving COBRA coverage if a second qualifying event occurs during the 60 days (or, in the case of a disability extension, the 29 months) following your termination of employment or reduction of hours. The maximum amount of COBRA coverage available when a second qualifying event occurs is 36 months. Such second qualifying events may include your death, your divorce or legal separation, or a dependent child's ceasing to be eligible for coverage as a dependent under this plan. These events can be a second qualifying event only if they would have caused the qualified beneficiary to lose coverage under the plan if the first qualifying event had not occurred. (This extension is not available under this plan when you become entitled to Medicare.)

This extension due to a second qualifying event is available only if the participant notifies your employer or group sponsor in writing of the second qualifying event within 60 days after the later of:

- The date of the second qualifying event; and
- The date on which the qualified beneficiary would lose coverage under the terms of this plan as a result of the second qualifying event (if it had occurred while the qualified beneficiary was still covered under this plan).

If these procedures are not followed or if the written notice is not provided to your

employer or group sponsor during the 60-day notice period, there will be no extension of COBRA coverage due to a second qualifying event.

In addition to the regular COBRA termination events specified later in this section, the disability extension period will end the first of the month beginning more than 30 days following recovery.

For example, if disability ends June 10, coverage will continue through the month of July (7/31).

**Termination of Coverage.** Coverage under COBRA will end when you meet the maximum period for your qualifying event, as indicated earlier under *Length of Coverage*.

COBRA coverage will automatically terminate before the end of the maximum period if:

- Any required premium is not paid in full on time;
- A qualified beneficiary becomes covered, after electing COBRA, under another group health plan;
- A qualified beneficiary becomes entitled to Medicare benefits (under Part A, Part B, or both) after electing COBRA;
- The employer ceases to provide any group health plan for its employees; or
- During a disability extension period, the disabled qualified beneficiary is determined by the Social Security Administration to be no longer disabled. For more information about the disability extension period, see *Extending Coverage*, earlier in this section.
- COBRA coverage may also be terminated for any reason this plan would terminate your coverage or coverage of a beneficiary not receiving COBRA coverage, such as fraud.

You must notify your employer or group sponsor in writing within 30 days if, after electing COBRA, a qualified beneficiary becomes entitled to Medicare (Part A, Part

B, or both) or becomes covered under other group health plan coverage.

COBRA coverage will terminate (retroactively if applicable) as of the date of Medicare entitlement or as of the beginning date of the other group health coverage. Your employer or group sponsor will require repayment of all benefits paid after the termination date, regardless of whether or when you provide notice to your employer or group sponsor of Medicare entitlement or other group health plan coverage.

If a disabled qualified beneficiary is determined by the Social Security Administration to no longer be disabled, you must notify your employer or group sponsor of that fact within 30 days after the Social Security Administration's determination.

If the Social Security Administration's determination that the qualified beneficiary is no longer disabled occurs during a disability extension period, COBRA coverage for all qualified beneficiaries will terminate (retroactively if applicable) as of the first day of the month that is more than 30 days after the Social Security Administration's determination that the qualified beneficiary is no longer disabled. Your employer or group sponsor will require repayment of all benefits paid after the termination date, regardless of whether or when you provide notice to your employer or group sponsor that the disabled qualified beneficiary is no longer disabled. For more information about the disability extension period, see *Extending Coverage*, earlier in this section.

**Coverage Cost and Payment.** Each qualified beneficiary is required to pay the entire cost of COBRA coverage. The amount a qualified beneficiary may be required to pay may not exceed 102 percent (or, in the case of an extension of COBRA coverage due to a disability, 150 percent) of the cost to the group health plan (including both employer and employee contributions) for coverage of a similarly situated plan participant or

beneficiary who is not receiving COBRA coverage. The amount of the COBRA premiums may change from time to time during the period of COBRA coverage and will most likely increase over time. You will be notified of COBRA premium changes.

All COBRA premiums must be paid by check or money order.

Your first payment and all monthly payments for COBRA coverage must be made payable to Wellmark Blue Cross and Blue Shield and mailed to:

Wellmark Blue Cross and Blue Shield  
1331 Grand Avenue, Station 3W395  
Des Moines, IA 50309-2901

The payment is considered to have been made on the date that it is postmarked. You will not be considered to have made any payment by mailing a check if your check is returned due to insufficient funds or otherwise.

If you elect COBRA, you do not have to send any payment with the Election form. However, you must make your first payment for COBRA coverage not later than 45 days after the date of election. This is the date the Election form is postmarked, if mailed, or the date the Election form is received by the individual at the address specified for delivery of the Election form, if hand-delivered. For more information on electing coverage, see *Electing Coverage* earlier in this section.

The first payment must cover the cost of COBRA coverage from the time coverage under the plan would have otherwise terminated up through the end of the month before the month in which you make your first payment.

For example, Sue's employment terminated on September 30, and she loses coverage on September 30. Sue elects COBRA on November 15. Her initial premium payment equals the premiums for October and November and is due on or before December 30, the 45<sup>th</sup> day after the date of her COBRA election.

You are responsible for making sure that the amount of your first payment is correct. You may contact the plan administrator to confirm the correct amount of the first payment.

Claims for reimbursement will not be processed and paid until you have elected COBRA and make the first payment for it.

If you do not make the first payment for COBRA coverage in full within 45 days after the date of your election, you will lose all COBRA rights under this plan.

After you make your first payment for COBRA coverage, you will be required to make monthly payments for each subsequent month of COBRA coverage. The amount due for each month for each qualified beneficiary will be disclosed in the election notice provided at the time of the qualifying event. Under the plan, each of these monthly payments for COBRA coverage is due on the first day of the month for that month's COBRA coverage. If you make a monthly payment on or before the first day of the month to which it applies, your COBRA coverage under this plan will continue for that month without any break.

Although monthly payments are due on the first day of each month of COBRA coverage, you will be given a grace period of 30 days after the first day of the month to make each monthly payment. COBRA coverage will be provided for each month as long as payment for that month is made before the end of the grace period for that payment. However, if you pay a monthly payment later than the first day of the month to which it applies, but before the end of the grace period for the month, your coverage under this plan will be suspended as of the first day of the month and then retroactively reinstated (going back to the first day of the month) when the monthly payment is received. This means that any claim submitted for benefits while coverage is suspended may be denied and may have to be resubmitted once coverage is reinstated.

If you fail to make a monthly payment before the end of the grace period for that month, you will lose all rights to COBRA coverage under the plan.

**Assistance With Questions.** Questions concerning the plan or your COBRA rights should be addressed to the contact or contacts identified below. For more information about *COBRA*, the *Health Insurance Portability and Accountability Act (HIPAA)*, and other laws affecting group health plans, contact the nearest Regional Office of the U.S. Department of Health and Human Services (HHS) or visit the HHS website at [www.hhs.gov](http://www.hhs.gov). Addresses and phone numbers of Regional HHS Offices are also available through HHS's website.

**Notification of Changes.** In order to protect your family's rights, you should keep Wellmark Blue Cross and Blue Shield informed of any changes in the addresses of family members. You should also keep a copy, for your records, of any notices sent by your employer or group sponsor.

**Plan Contact Information.** For additional information about you and your dependents' rights and obligations under the plan and under federal law, you should contact your employer or group sponsor, the plan administrator. You may obtain information about COBRA coverage on request from:

Wellmark Blue Cross and Blue Shield  
1331 Grand Avenue, Station 3W395  
Des Moines, IA 50309-2901

The contact information for the plan may change from time to time. The most recent information will be included in the most recent plan documents (if you are not sure whether this is the most recent plan document, you may request the most recent one from the plan administrator or your employer or group sponsor).

**Continuation for Public Group**  
Iowa Code Sections 509A.7 and 509A.13 may apply if you are an employee of the State, an Iowa school district, or other public entity supported by public funds. If

this law applies to you, you may be entitled to continue participation in this medical benefits plan when you retire.

**Coverage Continuation or Reenrollment Upon Death of Eligible Peace Officer or Fire Fighter in the Line of Duty**

Pursuant to Iowa Code section 509A.13C, a governing body, county board of supervisors, or city council that sponsors a health care coverage plan for its employees under Iowa Code chapter 509A shall permit continuation of existing coverage or reenrollment in previously existing health coverage for the surviving spouse and each surviving child of an eligible peace officer or fire fighter. An "eligible peace officer or fire fighter" means a peace officer, as defined in Iowa Code section 801.4, or a fire fighter, as defined in Iowa Code section 411.1, to which a line of duty death benefit is payable pursuant to Iowa Code section 97A.6, subsection 16, Iowa Code section 97B.52, subsection 2, or Iowa Code section 411.6, subsection 15. A governing body, a county board of supervisors, or a city council shall also permit continuation of existing coverage for the surviving spouse and each surviving child of an eligible peace officer or fire fighter until such time as the determination is made as to whether to provide a line of duty death benefit.

Iowa Code section 509A.13C applies retroactively to allow reenrollment in previously existing health coverage for the surviving spouse and each surviving child of an eligible peace officer or fire fighter who died in the line of duty on or after January 1, 1985. Coverage benefits will be provided for services on or after the date of reenrollment.

Eligibility for continuation and reenrollment are subject to any applicable conditions and limitations in Iowa Code section 509A.13C. To request coverage continuation or reenrollment under Iowa Code section 509A.13C, the surviving spouse, on his/her behalf and on behalf of each surviving child, must provide written notification to the applicable governing



body, county board of supervisors, or city council. The governing body, county board of supervisors, or city council must then notify Wellmark of the continuation or reenrollment request.

The governing body, county board of supervisors, or city council is not required to pay for the cost of the coverage for the surviving spouse and children but may choose to pay the cost or a portion of the cost for the coverage. If the full cost of the coverage is not paid by the governing body, county board of supervisors, or city council, the surviving spouse, on his/her behalf and on behalf of each surviving child, may elect to continue the health care coverage by paying that portion of the cost of the coverage not paid by the governing body, county board of supervisors, or city council.

The continuation and reenrollment options are not available if the surviving spouse or surviving child who would otherwise be entitled to continuation or reenrollment under this section was, through the surviving spouse's or surviving child's actions, a substantial contributing factor to the death of the eligible peace officer or fire fighter.

### **Continuation Under Iowa Law**

Under Iowa Code Chapter 509B, you may be eligible to continue your medical care coverage for up to nine months if:

- You lose the coverage you have been receiving through your employer or group sponsor; and
- You have been covered by your medical benefits plan continuously for the last three months.

Your employer or group sponsor must provide written notice of your right to continue coverage within 10 days of the last day you are considered employed or your coverage ends. You will then have 10 days to give your employer or group sponsor written notice that you want to continue coverage.

Your right to continue coverage ends 31 days after the date of your employment termination or the date you were given notice of your continuation right, whichever is later.

If you lose your coverage because of divorce, annulment, or death of the employee, you must notify the employer or group sponsor providing the coverage within 31 days.

Benefits provided by continuation coverage may not be identical to the benefits that active employees have and will be subject to different premium rates. You will be responsible for paying any premiums to your employer or group sponsor for continuation coverage.

If you believe the Iowa continuation law applies to you, you may contact your employer or group sponsor for information on premiums and any necessary paperwork.

If you are eligible for coverage continuation under both Iowa law and COBRA, your employer can comply with Iowa law by offering only COBRA continuation.

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## 10. Claims

Once you receive services, we must receive a claim to determine the amount of your benefits. The claim lets us know the services you received, when you received them, and from which provider.

Neither you nor your provider shall bill Wellmark for services provided under a direct primary care agreement as authorized under Iowa law.

### When to File a Claim

You need to file a claim if you:

- Use a provider who does not file claims for you. Participating and PPO providers file claims for you.

Wellmark must receive claims within 365 days following the date of service of the claim or if you have other coverage that has primary responsibility for payment then within 365 days of the date of the other carrier's explanation of benefits. If you receive services outside of Wellmark's service area, Wellmark must receive the claim within 365 days following the date of service or within the filing requirement in the contractual agreement between the Participating Provider and the Host Blue. If you receive services from an Out-of-Network Provider, the claim has to be filed within 365 days following the date of service.

### How to File a Claim

All claims must be submitted in writing.

#### 1. Get a Claim Form

Forms are available at *Wellmark.com* or by calling the Customer Service number on your ID card or from your personnel department.

#### 2. Fill Out the Claim Form

Follow the same claim filing procedure regardless of where you received services. Directions are printed on the back of the claim form. Complete all sections of the

claim form. For more efficient processing, all claims (including those completed out-of-country) should be written in English.

If you need assistance completing the claim form, call the Customer Service number on your ID card.

**Medical Claim Form.** Follow these steps to complete a medical claim form:

- Use a separate claim form for each covered family member and each provider.
- Attach a copy of an itemized statement prepared by your provider. We cannot accept statements you prepare, cash register receipts, receipt of payment notices, or balance due notices. In order for a claim request to qualify for processing, the itemized statement must be on the provider's stationery, and include at least the following:
  - Identification of provider: full name, address, tax or license ID numbers, and provider numbers.
  - Patient information: first and last name, date of birth, gender, relationship to plan member, and daytime phone number.
  - Date(s) of service.
  - Charge for each service.
  - Place of service (office, hospital, etc.).
  - For injury or illness: date and diagnosis.
  - For inpatient claims: admission date, patient status, attending physician ID.
  - Days or units of service.
  - Revenue, diagnosis, and procedure codes.
  - Description of each service.

**Prescription Drugs Claim Form.** For prescription drugs covered under your medical benefits, use a separate prescription drug claim form and include the following information:

- Pharmacy name and address.
- Patient information: first and last name, date of birth, gender, and relationship to plan member.
- Date(s) of service.
- Description and quantity of drug.
- Original pharmacy receipt or cash receipt with the pharmacist's signature on it.

### 3. Sign the Claim Form

#### 4. Submit the Claim

We recommend you retain a copy for your records. The original form you send or any attachments sent with the form cannot be returned to you. Send the claim to:

Wellmark  
Station 1E238  
P.O. Box 9291  
Des Moines, IA 50306-9291

**Claims for Services Received Outside the United States.** Send the claim to the address printed on the claim form.

We may require additional information from you or your provider before a claim can be considered complete and ready for processing.

### Notification of Decision

You will receive an Explanation of Benefits (EOB) following your claim. The EOB is a statement outlining how we applied benefits to a submitted claim. It details amounts that providers charged, network savings, our paid amounts, and amounts for which you are responsible.

In case of an adverse decision, the notice will be sent within 30 days of receipt of the claim. We may extend this time by up to 15 days if the claim determination is delayed for reasons beyond our control. If we do not send an explanation of benefits statement or

a notice of extension within the 30-day period, you have the right to begin an appeal. We will notify you of the circumstances requiring an extension and the date by which we expect to render a decision.

If an extension is necessary because we require additional information from you, the notice will describe the specific information needed. You have 45 days from receipt of the notice to provide the information. Without complete information, your claim will be denied.

If you have other insurance coverage, our processing of your claim may utilize coordination of benefits guidelines. See *Coordination of Benefits*, page 73.

Once we pay your claim, whether our payment is sent to you or to your provider, our obligation to pay benefits for the claim is discharged. However, we may adjust a claim due to overpayment or underpayment. In the case of Out-of-Network hospitals, M.D.s, and D.O.s located in Iowa, the health plan payment is made payable to the provider, but the check is sent to you. You are responsible for forwarding the check to the provider, plus any difference between the amount charged and our payment.

### Request for Benefit Exception Review

If you have received an adverse benefit determination that denies or reduces benefits or fails to provide payment in whole or in part for any of the following services, when recommended by your treating provider as medically necessary, you or an individual acting as your authorized representative may request a benefit exception review.

Services subject to this exception process:

- For a woman who previously has had breast cancer, ovarian cancer, or other cancer, but who has not been diagnosed with BRCA-related cancer, appropriate

preventive screening, genetic counseling, and genetic testing.

- FDA-approved contraceptive items or services prescribed by your health care provider based upon a specific determination of medical necessity for you.
- For transgender individuals, sex-specific preventive care services (e.g., mammograms and Pap smears) that his or her attending provider has determined are medically appropriate.
- For dependent children, certain well-woman preventive care services that the attending provider determined are age- and developmentally-appropriate.
- Anesthesia services in connection with a preventive colonoscopy when your attending provider determined that anesthesia would be medically appropriate.
- A required consultation prior to a screening colonoscopy, if your attending provider determined that the pre-procedure consultation would be medically appropriate for you.
- If you received pathology services from an in-network provider related to a preventive colonoscopy screening for which you were responsible for a portion of the cost, such as a deductible, copayment or coinsurance.
- Certain immunizations that ACIP recommends for specified individuals (rather than for routine use for an entire population), when prescribed by your health care provider consistent with the ACIP recommendations.
- FDA-approved intrauterine devices and implants, if prescribed by your health care provider.

You may request a benefit exception review orally or in writing by submitting your request to the address listed in the *Appeals* section. To be considered, your request must include a letter or statement from your treating provider that the services or supplies were medically necessary and your treating provider's reason(s) for their

determination that the services or supplies were medically necessary.

Your request will be addressed within the timeframes outlined in the *Appeals* section based upon whether your request is a medically urgent or non-medically urgent matter.

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# 11. Coordination of Benefits

Coordination of benefits applies when you have more than one plan, insurance policy, or group health plan that provides the same or similar benefits as this plan. Benefits payable under this plan, when combined with those paid under your other coverage, will not be more than 100 percent of either our payment arrangement amount or the other plan's payment arrangement amount.

The method we use to calculate the payment arrangement amount may be different from your other plan's method.

## Other Coverage

When you receive services, you must inform us that you have other coverage, and inform your health care provider about your other coverage. Other coverage includes any of the following:

- Group and nongroup insurance contracts and subscriber contracts.
- HMO contracts.
- Uninsured arrangements of group or group-type coverage.
- Group and nongroup coverage through closed panel plans.
- Group-type contracts.
- The medical care components of long-term contracts, such as skilled nursing care.
- Medicare or other governmental benefits (not including Medicaid).
- The medical benefits coverage of your auto insurance (whether issued on a fault or no-fault basis).

Coverage that is not subject to coordination of benefits includes the following:

- Hospital indemnity coverage or other fixed indemnity coverage.
- Accident-only coverage.
- Specified disease or specified accident coverage.
- Limited benefit health coverage, as defined by Iowa law.

- School accident-type coverage.
- Benefits for nonmedical components of long-term care policies.
- Medicare supplement policies.
- Medicaid policies.
- Coverage under other governmental plans, unless permitted by law.

You must cooperate with Wellmark and provide requested information about other coverage. Failure to provide information can result in a denied claim. We may get the facts we need from or give them to other organizations or persons for the purpose of applying the following rules and determining the benefits payable under this plan and other plans covering you. We need not tell, or get the consent of, any person to do this.

Your Participating or PPO provider will forward your coverage information to us. If you see an Out-of-Network Provider, you are responsible for informing us about your other coverage.

## Claim Filing

If you know that your other coverage has primary responsibility for payment, after you receive services, a claim should be submitted to your other insurance carrier first. If that claim is processed with an unpaid balance for benefits eligible under this group health plan, you or your provider should submit a claim to us and attach the other carrier's explanation of benefit payment within 365 days of the date of the other carrier's explanation of benefits. We may contact your provider or the other carrier for further information.

## Rules of Coordination

We follow certain rules to determine which health plan or coverage pays first (as the primary plan) when other coverage provides the same or similar benefits as this group health plan. Here are some of those rules:

- The primary plan pays or provides benefits according to its terms of coverage and without regard to the benefits under any other plan. Except as provided below, a plan that does not contain a coordination of benefits provision that is consistent with applicable regulations is always primary unless the provisions of both plans state that the complying plan is primary.
- Coverage that is obtained by membership in a group and is designed to supplement a part of a basic package of benefits is excess to any other parts of the plan provided by the contract holder. (Examples of such supplementary coverage are major medical coverage that is superimposed over base plan hospital and surgical benefits and insurance-type coverage written in connection with a closed panel plan to provide Out-of-Network benefits.)

The following rules are to be applied in order. The first rule that applies to your situation is used to determine the primary plan.

- The coverage that you have as an employee, plan member, subscriber, policyholder, or retiree pays before coverage that you have as a spouse or dependent. However, if the person is a Medicare beneficiary and, as a result of federal law, Medicare is secondary to the plan covering the person as a dependent and primary to the plan covering the person as other than a dependent (e.g., a retired employee), then the order of benefits between the two plans is reversed, so that the plan covering the person as the employee, plan member, subscriber, policyholder or retiree is the secondary plan and the other plan is the primary plan.
- The coverage that you have as the result of active employment (not laid off or retired) pays before coverage that you have as a laid-off or retired employee. The same would be true if a person is a

dependent of an active employee and that same person is a dependent of a retired or laid-off employee. If the other plan does not have this rule and, as a result, the plans do not agree on the order of benefits, this rule is ignored.

- If a person whose coverage is provided pursuant to COBRA or under a right of continuation provided by state or other federal law is covered under another plan, the plan covering the person as an employee, plan member, subscriber, policyholder or retiree or covering the person as a dependent of an employee, member, subscriber or retiree is the primary plan and the COBRA or state or other federal continuation coverage is the secondary plan. If the other plan does not have this rule and, as a result, the plans do not agree on the order of benefits, this rule is ignored.
- The coverage with the earliest continuous effective date pays first if none of the rules above apply.
- If the preceding rules do not determine the order of benefits and if the plans cannot agree on the order of benefits within 30 calendar days after the plans have received all information needed to pay the claim, the plans will pay the claim in equal shares and determine their relative liabilities following payment. However, we will not pay more than we would have paid had this plan been primary.

### **Dependent Children**

To coordinate benefits for a dependent child, the following rules apply (unless there is a court decree stating otherwise):

- If the child is covered by both parents who are married (and not separated) or who are living together, whether or not they have been married, then the coverage of the parent whose birthday occurs first in a calendar year pays first. If both parents have the same birthday, the plan that has covered the parent the longest is the primary plan.



- For a child covered by separated or divorced parents or parents who are not living together, whether or not they have been married:
  - If a court decree states that one of the parents is responsible for the child's health care expenses or coverage and the plan of that parent has actual knowledge of those terms, then that parent's coverage pays first. If the parent with responsibility has no health care coverage for the dependent child's health care expenses, but that parent's spouse does, that parent's spouse's coverage pays first. This item does not apply with respect to any plan year during which benefits are paid or provided before the entity has actual knowledge of the court decree provision.
  - If a court decree states that both parents are responsible for the child's health care expense or health care coverage or if a court decree states that the parents have joint custody without specifying that one parent has responsibility for the health care expenses or coverage of the dependent child, then the coverage of the parent whose birthday occurs first in a calendar year pays first. If both parents have the same birthday, the plan that has covered the parent the longest is the primary plan.
  - If a court decree does not specify which parent has financial or insurance responsibility, then the coverage of the parent with custody pays first. The payment order for the child is as follows: custodial parent, spouse of custodial parent, other parent, spouse of other parent. A custodial parent is the parent awarded custody by a court decree or, in the absence of a court decree, is the parent with whom the child resides more than one-half of the calendar year excluding any temporary visitation.
- For a dependent child covered under more than one plan of individuals who are not the parents of the child, the order of benefits shall be determined, as applicable, as outlined previously in this *Dependent Children* section.
- For a dependent child who has coverage under either or both parents' plans and also has his or her own coverage as a dependent under a spouse's plan, the plan that covered the dependent for the longer period of time is the primary plan. If the dependent child's coverage under the spouse's plan began on the same date as the dependent child's coverage under either or both parents' plans, the order of benefits shall be determined, as applicable, as outlined in the first bullet of this *Dependent Children* section, to the dependent child's parent or parents and the dependent's spouse.
  - If the preceding rules do not determine the order of benefits and if the plans cannot agree on the order of benefits within 30 calendar days after the plans have received all information needed to pay the claim, the plans will pay the claim in equal shares and determine their relative liabilities following payment. However, we will not pay more than we would have paid had this plan been primary.

#### **Coordination with Noncomplying Plans**

If you have coverage with another plan that is excess or always secondary or that does not comply with the preceding rules of coordination, we may coordinate benefits on the following basis:

- If this is the primary plan, we will pay its benefits first.
- If this is the secondary plan, we will pay benefits first, but the amount of benefits will be determined as if this plan were secondary. Our payment will be limited

to the amount we would have paid had this plan been primary.

- If the noncomplying plan does not provide information needed to determine benefits, we will assume that the benefits of the noncomplying plan are identical to this plan and will administer benefits accordingly. If we receive the necessary information within two years of payment of the claim, we will adjust payments accordingly.
- In the event that the noncomplying plan reduces its benefits so you receive less than you would have received if we had paid as the secondary plan and the noncomplying plan was primary, we will advance an amount equal to the difference. In no event will we advance more than we would have paid had this plan been primary, minus any amount previously paid. In consideration of the advance, we will be subrogated to all of your rights against the noncomplying plan. See *Subrogation*, page 90.
- If the preceding rules do not determine the order of benefits and if the plans cannot agree on the order of benefits within 30 calendar days after the plans have received all information needed to pay the claim, the plans will pay the claim in equal shares and determine their relative liabilities following payment. However, we will not pay more than we would have paid had this plan been primary.

#### **Effects on the Benefits of this Plan**

In determining the amount to be paid for any claim, the secondary plan will calculate the benefits it would have paid in the absence of other coverage and apply the calculated amount to any allowable expense under its plan that is unpaid by the primary plan. The secondary plan may then reduce its payment by the amount so that, when combined with the amount paid by the primary plan, total benefits paid or provided by all plans for the claim do not exceed the total allowable expense for that claim. In addition, the secondary plan will credit to its

applicable deductible any amounts it would have credited to its deductible in the absence of other coverage.

If a person is enrolled in two or more closed panel plans and if, for any reason including the provision of service by a non-panel provider, benefits are not payable by one closed panel plan, coordination of benefits will not apply between that plan and other closed panel plans.

#### **Right of Recovery**

If the amount of payments made by us is more than we should have paid under these coordination of benefits provisions, we may recover the excess from any of the persons to or for whom we paid, or from any other person or organization that may be responsible for the benefits or services provided for the covered person. The amount of payments made includes the reasonable cash value of any benefits provided in the form of services.

#### **Plans That Provide Benefits as Services**

A secondary plan that provides benefits in the form of services may recover the reasonable cash value of the service from the primary plan, to the extent benefits for the services are covered by the primary plan and have not already been paid or provided by the primary plan.

#### **Coordination with Medicare**

Medicare is by law the secondary coverage to group health plans in a variety of situations.

The following provisions apply only if you have both Medicare and employer group health coverage and meet the specific Medicare Secondary Payer provisions for the applicable Medicare entitlement reason.

#### **Medicare Part B Drugs**

Drugs paid under Medicare Part B are covered under the medical benefits of this plan.

**Working Aged**

If you are a member of a group health plan of an employer with at least 20 employees for each working day for at least 20 calendar weeks in the current or preceding year, then in most situations Medicare is the secondary payer if the beneficiary is:

- Age 65 or older; and
- A current employee or spouse of a current employee covered by an employer group health plan.

**Working Disabled**

If you are a member of a group health plan of an employer with at least 100 full-time, part-time, or leased employees on at least 50 percent of regular business days during the preceding calendar year, then in most situations Medicare is the secondary payer if the beneficiary is:

- Under age 65;
- A recipient of Medicare disability benefits; and
- A current employee or a spouse or dependent of a current employee, covered by an employer group health plan.

**End-Stage Renal Disease (ESRD)**

The ESRD requirements apply to group health plans of all employers, regardless of the number of employees. Under these requirements, Medicare is the secondary payer during the first 30 months of Medicare eligibility if both of the following are true:

- The beneficiary is eligible for Medicare coverage as an ESRD patient; and
- The beneficiary is covered by an employer group health plan.

If the beneficiary is already covered by Medicare due to age or disability and the beneficiary becomes eligible for Medicare ESRD coverage, Medicare generally is the secondary payer during the first 30 months of ESRD eligibility. However, if the group health plan is secondary to Medicare (based on other Medicare secondary-payer requirements) at the time the beneficiary

becomes eligible for ESRD, the group health plan remains secondary to Medicare.

This is only a general summary of the laws. For complete information, contact your employer or the Social Security Administration.

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## 12. Appeals

### Right of Appeal

You have the right to one full and fair review in the case of an adverse benefit determination that denies, reduces, or terminates benefits, or fails to provide payment in whole or in part. Adverse benefit determinations include a denied or reduced claim, a rescission of coverage, or an adverse benefit determination concerning a pre-service notification requirement. Pre-service notification requirements are:

- A precertification request.
- A notification of admission or services.
- A prior approval request.

### How to Request an Internal Appeal

You or your authorized representative, if you have designated one, may appeal an adverse benefit determination within 180 days from the date you are notified of our adverse benefit determination by submitting a written appeal. Appeal forms are available at our website, *Wellmark.com*. See *Authorized Representative*, page 87.

### Medically Urgent Appeal

To appeal an adverse benefit determination involving a medically urgent situation, you may request an expedited appeal, either orally or in writing. Medically urgent generally means a situation in which your health may be in serious jeopardy or, in the opinion of your physician, you may experience severe pain that cannot be adequately controlled while you wait for a decision.

### Non-Medically Urgent Appeal

To appeal an adverse benefit determination that is not medically urgent, you must make your request for a review in writing.

### What to Include in Your Internal Appeal

You must submit all relevant information with your appeal, including the reason for

your appeal. This includes written comments, documents, or other information in support of your appeal. You must also submit:

- Date of your request.
- Your name (please type or print), address, and if applicable, the name and address of your authorized representative.
- Member identification number.
- Claim number from your Explanation of Benefits, if applicable.
- Date of service in question.

If you have difficulty obtaining this information, ask your provider or pharmacist to assist you.

### Where to Send Internal Appeal

Wellmark Blue Cross and Blue Shield  
Special Inquiries  
P.O. Box 9232, Station 5W189  
Des Moines, IA 50306-9232

### Review of Internal Appeal

Your request for an internal appeal will be reviewed only once. The review will take into account all information regarding the adverse benefit determination whether or not the information was presented or available at the initial determination. Upon request, and free of charge, you will be provided reasonable access to and copies of all relevant records used in making the initial determination. Any new information or rationale gathered or relied upon during the appeal process will be provided to you prior to Wellmark issuing a final adverse benefit determination and you will have the opportunity to respond to that information or to provide information.

The review will not be conducted by the original decision makers or any of their subordinates. The review will be conducted

without regard to the original decision. If a decision requires medical judgment, we will consult an appropriate medical expert who was not previously involved in the original decision and who has no conflict of interest in making the decision. If we deny your appeal, in whole or in part, you may request, in writing, the identity of the medical expert we consulted.

## Decision on Internal Appeal

The decision on appeal is the final internal determination. Once a decision on internal appeal is reached, your right to internal appeal is exhausted.

### Medically Urgent Appeal

For a medically urgent appeal, you will be notified (by telephone, e-mail, fax or another prompt method) of our decision as soon as possible, based on the medical situation, but no later than 72 hours after your expedited appeal request is received. If the decision is adverse, a written notification will be sent.

### All Other Appeals

For all other appeals, you will be notified in writing of our decision. Most appeal requests will be determined within 30 days and all appeal requests will be determined within 60 days.

## External Review

You have the right to request an external review of a final adverse determination involving a covered service when the determination involved:

- Medical necessity.
- Appropriateness of services or supplies, including health care setting, level of care, or effectiveness of treatment.
- Investigational or experimental services or supplies.
- Concurrent review or admission to a facility. See *Notification Requirements and Care Coordination*, page 41.
- A rescission of coverage.

An adverse determination eligible for external review does not include a denial of

coverage for a service or treatment specifically excluded under this plan.

The external review will be conducted by independent health care professionals who have no association with us and who have no conflict of interest with respect to the benefit determination.

### Have you exhausted the appeal process?

Before you can request an external review, you must first exhaust the internal appeal process described earlier in this section. However, if you have not received a decision regarding the adverse benefit determination within 30 days following the date of your request for an appeal, you are considered to have exhausted the internal appeal process.

**Requesting an external review.** You or your authorized representative may request an external review through the Iowa Insurance Division by completing an External Review Request Form and submitting the form as described in this section. You may obtain this request form by calling the Customer Service number on your ID card, by visiting our website at [Wellmark.com](http://Wellmark.com), by contacting the Iowa Insurance Division, or by visiting the Iowa Insurance Division's website at [www.iid.iowa.gov](http://www.iid.iowa.gov).

You will be required to authorize the release of any medical records that may be required to be reviewed for the purpose of reaching a decision on your request for external review.

Requests must be filed in writing at the following address, no later than four months after you receive notice of the final adverse benefit determination:

Iowa Insurance Division  
Two Ruan Center  
601 Locust, 4<sup>th</sup> Floor  
Des Moines, IA 50309-3738  
Fax: 515-281-3059  
E-mail:  
[iid.marketregulation@iid.iowa.gov](mailto:iid.marketregulation@iid.iowa.gov)

**How the review works.** Upon notification that an external review request

has been filed, Wellmark will make a preliminary review of the request to determine whether the request may proceed to external review. Following that review, the Iowa Insurance Division will decide whether your request is eligible for an external review, and if it is, the Iowa Insurance Division will assign an independent review organization (IRO) to conduct the external review. You will be advised of the name of the IRO and will then have five business days to provide new information to the IRO. The IRO will make a decision within 45 days of the date the Iowa Insurance Division receives your request for an external review.

**Need help?** You may contact the Iowa Insurance Division at **877-955-1212** at any time for assistance with the external review process.

### **Expedited External Review**

You do not need to exhaust the internal appeal process to request an external review of an adverse determination or a final adverse determination if you have a medical condition for which the time frame for completing an internal appeal or for completing a standard external review would seriously jeopardize your life or health or would jeopardize your ability to regain maximum function.

You may also have the right to request an expedited external review of a final adverse determination that concerns an admission, availability of care, concurrent review, or service for which you received emergency services, and you have not been discharged from a facility.

If our adverse benefit determination is that the service or treatment is investigational or experimental and your treating physician has certified in writing that delaying the service or treatment would render it significantly less effective, you may also have the right to request an expedited external review.

You or your authorized representative may submit an oral or written expedited external

review request to the Iowa Insurance Division by contacting the Iowa Insurance Division at **877-955-1212**.

If the Insurance Division determines the request is eligible for an expedited external review, the Division will immediately assign an IRO to conduct the review and a decision will be made expeditiously, but in no event more than 72 hours after the IRO receives the request for an expedited external review.

### **Arbitration and Legal Action**

You shall not start arbitration or legal action against us until you have exhausted the appeal procedure described in this section. See the *Arbitration and Legal Action* section and *Governing Law*, page 89, for important information about your arbitration and legal action rights after you have exhausted the appeal procedures in this section.

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## 13. Arbitration and Legal Action

**PLEASE READ THIS SECTION CAREFULLY**

### **Mandatory Arbitration**

You shall not start an action against us on any Claims (as defined below) unless you have first exhausted the appeal processes described in the *Appeals* section of this summary plan description.

Except as solely discussed below, this section provides that Claims must be resolved by binding mandatory arbitration. Arbitration replaces the right to go to court, have a jury trial or initiate or participate in a class action. In arbitration, disputes are resolved by an arbitrator, not a judge or a jury. Arbitration procedures are simpler and more limited than in court.

### **Covered Claims**

Except as solely stated below, you or we must arbitrate any claim, dispute or controversy arising out of or related to this summary plan description or any other document related to your health plan, including, but not limited to, member eligibility, benefits under your health plan or administration of your health plan (any and/or all of the foregoing called "Claims").

Except as stated below, all Claims are subject to mandatory arbitration, no matter what legal theory they are based, whether in law or equity, upon or what remedy (damages, or injunctive or declaratory relief) they seek, including Claims based on contract, tort (including intentional tort), fraud, agency, your or our negligence, statutory or regulatory provisions, or any other sources of law; counterclaims, cross-claims, third-party claims, interpleaders or otherwise; Claims made regarding past, present or future conduct; and Claims made independently or with other claims. This also includes Claims made by or against anyone connected with us or you or claiming through us or you, or by someone

making a claim through us or you, such as a covered family member, employee, agent, representative, or an affiliated or subsidiary company. For purposes of this *Arbitration and Legal Action* section, the words "we," "us," and "our" refer to Wellmark, Inc. and its subsidiaries and affiliates, the plan sponsor and/or the plan administrator, as well as their respective directors, officers, employees and agents.

### **No Class Arbitrations and Class Actions Waiver**

YOU UNDERSTAND AND AGREE THAT YOU AND WE BOTH ARE VOLUNTARILY AND IRREVOCABLY WAIVING THE RIGHT TO PURSUE OR HAVE A DISPUTE RESOLVED AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE OR REPRESENTATIVE PROCEEDING PENDING BETWEEN YOU AND US. YOU ARE AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN CLASS ARBITRATIONS, CLASS ACTIONS AND ANY OTHER COLLECTIVE OR REPRESENTATIVE ACTIONS. Neither you nor we consent to the incorporation of the AAA Supplementary Rules for Class Arbitration into the rules governing the arbitration of Claims. The arbitrator has no authority to arbitrate any claim on a class or representative basis and may award relief only on an individual basis. Claims of two or more persons may not be combined in the same arbitration, unless both you and we agree to do so.

### **Claims Excluded from Mandatory Arbitration**

- Small Claims – individual Claims filed in a small claims court are not subject to arbitration, as long as the matter stays in small claims court.
- Claims Excluded By Applicable Law – federal or state law may exempt certain Claims from mandatory arbitration. **IF**

**AN ARBITRATOR DETERMINES A PARTICULAR CLAIM IS EXCLUDED FROM ARBITRATION BY FEDERAL OR STATE LAW, CLAIMS EXCLUDED BY APPLICABLE LAW, LATER IN THIS SECTION, AND GOVERNING LAW, PAGE 89, WILL APPLY TO THE PARTIES AND SUCH PARTICULAR CLAIM.**

### **Arbitration Process Generally**

- No demand for arbitration of a Claim because of a health benefit claim under this plan, or because of the alleged breach of this plan, shall be made more than two years after the end of the calendar year in which the services or supplies were provided.
- Arbitration shall be conducted by the American Arbitration Association (“AAA”) according to the Federal Arbitration Act (“FAA”) (to the exclusion of any state laws inconsistent therewith), this arbitration provision and the applicable AAA Consumer Arbitration Rules in effect when the Claim is filed (“AAA Rules”), except where those rules conflict with this arbitration provision. You can obtain copies of the AAA Rules at the AAA’s website ([www.adr.org](http://www.adr.org)). You or we may choose to have a hearing, appear at any hearing by phone or other electronic means, and/or be represented by counsel. Any in-person hearing will be held in the same city as the U.S. District Court closest to your billing address.
- Either you or we may apply to a court for emergency, temporary or preliminary injunctive relief or an order in aid of arbitration (i) prior to the appointment of an arbitrator or (ii) after the arbitrator makes a final award and closes the arbitration. Once an arbitrator has been appointed until the arbitration is closed, emergency, temporary or preliminary injunctive relief may only be granted by the arbitrator. Either you or we may apply to a court for enforcement of any emergency, temporary or preliminary injunctive relief granted by the arbitrator.
- Arbitration may be compelled at any time by either party, even where there is a pending lawsuit in court, unless a trial has begun or a final judgment has been entered. Neither you nor we waive the right to arbitrate by filing or serving a complaint, answer, counterclaim, motion, or discovery in a court lawsuit. To invoke arbitration, a party may file a motion to compel arbitration in a pending matter and/or commence arbitration by submitting the required AAA forms and requisite filing fees to the AAA.
- The arbitration shall be conducted by a single arbitrator in accordance with this arbitration provision and the AAA Rules, which may limit discovery. The arbitrator shall not apply any federal or state rules of civil procedure for discovery, but the arbitrator shall honor claims of privilege recognized at law and shall take reasonable steps to protect plan information and other confidential information of either party if requested to do so. The parties agree that the scope of discovery will be limited to non-privileged information that is relevant to the Claim, and consistent with the parties’ intent, the arbitrator shall ensure that allowed discovery is reasonable in scope, cost-effective and non-onerous to either party. The arbitrator shall apply the FAA and other applicable substantive law not inconsistent with the FAA, and may award damages or other relief under applicable law.
- The arbitrator shall make any award in writing and, if requested by you or us, may provide a brief written statement of the reasons for the award. An arbitration award shall decide the rights and obligations only of the parties named in the arbitration and shall not have any bearing on any other person or dispute.

**IF ARBITRATION IS INVOKED BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN PREARBITRATION DISCOVERY EXCEPT AS PROVIDED FOR IN THE APPLICABLE ARBITRATION RULES. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. YOU UNDERSTAND THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.**

### **Arbitration Fees and Other Costs**

The AAA Rules determine what costs you and we will pay to the AAA in connection with the arbitration process. In most instances, your responsibility for filing, administrative and arbitrator fees to pursue a Claim in arbitration will not exceed \$200. However, if the arbitrator decides that either the substance of your claim or the remedy you asked for is frivolous or brought for an improper purpose, the arbitrator will use the AAA Rules to determine whether you or we are responsible for the filing, administrative and arbitrator fees.

You may wish to consult with or be represented by an attorney during the arbitration process. Each party is responsible for its own attorney's fees and other expenses, such as witness fees and expert witness costs.

### **Confidentiality**

The arbitration proceedings and arbitration award shall be maintained by the parties as strictly confidential, except as is otherwise required by court order, as is necessary to confirm, vacate or enforce the award, and for disclosure in confidence to the parties' respective attorneys and tax advisors of a party who is an individual.

### **Questions of Arbitrability**

You and we mutually agree that the arbitrator, and not a court, will decide in the first instance all questions of substantive arbitrability, including without limitation the validity of this Section, whether you and we are bound by it, and whether this Section applies to a particular Claim.

### **Claims Excluded By Applicable Law**

If an arbitrator determines a particular Claim is excluded from arbitration by federal or state law, you and we agree that the following terms will apply to any legal or equitable action brought in court because of such Claim:

- You shall not bring any legal or equitable action against us because of a health benefit claim under this plan, or because of the alleged breach of this plan, more than two years after the end of the calendar year in which the services or supplies were provided.
- Any action brought because of a Claim under this plan will be litigated in the state or federal courts located in the state of Iowa and in no other.
- **YOU AND WE BOTH WAIVE ANY RIGHT TO A JURY TRIAL WITH RESPECT TO AND IN ANY CLAIM.**
- **FURTHER, YOU AND WE BOTH WAIVE ANY RIGHT TO SEEK OR RECOVER PUNITIVE OR EXEMPLARY DAMAGES WITH RESPECT TO ANY CLAIM.**

### **Survival and Severability of Terms**

This *Arbitration and Legal Action* section will survive termination of the plan. If any portion of this provision is deemed invalid or unenforceable under any law or statute it will not invalidate the remaining portions of this *Arbitration and Legal Action* section or the plan. To the extent a Claim qualifies for mandatory arbitration and there is a conflict or inconsistency between the AAA Rules

and this *Arbitration and Legal Action* section, this *Arbitration and Legal Action* section will govern.

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## 14. General Provisions

### Contract

The conditions of your coverage are defined in your contract. Your contract includes:

- Any application you submitted to us or to your employer or group sponsor.
- Any agreement or group policy we have with your employer or group sponsor.
- Any application completed by your employer or group sponsor.
- This summary plan description and any riders or amendments.

All of the statements made by you or your employer or group sponsor in any of these materials will be treated by us as representations, not warranties.

### Interpreting this Summary Plan Description

We will interpret the provisions of this summary plan description and determine the answer to all questions that arise under it. We have the administrative discretion to determine whether you meet our written eligibility requirements, or to interpret any other term in this summary plan description. If any benefit described in this summary plan description is subject to a determination of medical necessity, unless otherwise required by law, we will make that factual determination. Our interpretations and determinations are final and conclusive, subject to the appeal procedures outlined earlier in this summary plan description.

There are certain rules you must follow in order for us to properly administer your benefits. Different rules appear in different sections of your summary plan description. You should become familiar with the entire document.

### Plan Year

The Plan Year has been designated and communicated to Wellmark by your group health plan's plan sponsor or plan

administrator as the twelve month period commencing on the effective date of your group health plan's annual renewal with Wellmark.

### Authority to Terminate, Amend, or Modify

Your employer or group sponsor has the authority to terminate, amend, or modify the coverage described in this summary plan description at any time. Any amendment or modification will be in writing and will be as binding as this summary plan description. If your contract is terminated, you may not receive benefits.

### Authorized Group Benefits Plan Changes

No agent, employee, or representative of ours is authorized to vary, add to, change, modify, waive, or alter any of the provisions described in this summary plan description. This summary plan description cannot be changed except by one of the following:

- Written amendment signed by an authorized officer and accepted by you or your employer or group sponsor.
- Our receipt of proper notification that an event has changed your spouse or dependent's eligibility for coverage. See *Coverage Changes and Termination*, page 55.

### Authorized Representative

You may authorize another person to represent you and with whom you want us to communicate regarding specific claims or an appeal. This authorization must be in writing, signed by you, and include all the information required in our Authorized Representative Form. This form is available at *Wellmark.com* or by calling the Customer Service number on your ID card.

In a medically urgent situation your treating health care practitioner may act as your

authorized representative without completion of the Authorized Representative Form.

An assignment of benefits, release of information, or other similar form that you may sign at the request of your health care provider does not make your provider an authorized representative. You may authorize only one person as your representative at a time. You may revoke the authorized representative at any time.

### **Release of Information**

By enrolling in this group health plan, you have agreed to release any necessary information requested about you so we can process claims for benefits.

You must allow any provider, facility, or their employee to give us information about a treatment or condition. If we do not receive the information requested, or if you withhold information, your benefits may be denied. If you fraudulently use your coverage or misrepresent or conceal material facts when providing information, then we may terminate your coverage under this group health plan.

### **Privacy of Information**

Your employer or group sponsor is required to protect the privacy of your health information. It is required to request, use, or disclose your health information only as permitted or required by law. For example, your employer or group sponsor has contracted with Wellmark to administer this group health plan and Wellmark will use or disclose your health information for treatment, payment, and health care operations according to the standards and specifications of the federal privacy regulations.

### **Treatment**

We may disclose your health information to a physician or other health care provider in order for such health care provider to provide treatment to you.

### **Payment**

We may use and disclose your health information to pay for covered services from physicians, hospitals, and other providers, to determine your eligibility for benefits, to coordinate benefits, to determine medical necessity, to obtain payment from your employer or group sponsor, to issue explanations of benefits to the person enrolled in the group health plan in which you participate, and the like. We may disclose your health information to a health care provider or entity subject to the federal privacy rules so they can obtain payment or engage in these payment activities.

### **Health Care Operations**

We may use and disclose your health information in connection with health care operations. Health care operations include, but are not limited to, determining payment and rates for your group health plan; quality assessment and improvement activities; reviewing the competence or qualifications of health care practitioners, evaluating provider performance, conducting training programs, accreditation, certification, licensing, or credentialing activities; medical review, legal services, and auditing, including fraud and abuse detection and compliance; business planning and development; and business management and general administrative activities.

### **Other Disclosures**

Your employer or group sponsor or Wellmark is required to obtain your explicit authorization for any use or disclosure of your health information that is not permitted or required by law. For example, we may release claim payment information to a friend or family member to act on your behalf during a hospitalization if you submit an authorization to release information to that person. If you give us an authorization, you may revoke it in writing at any time. Your revocation will not affect any use or disclosures permitted by your authorization while it was in effect.

## Member Health Support Services

Wellmark may from time to time make available to you certain health support services (such as disease management), for a fee or for no fee. Wellmark may offer financial and other incentives to you to use such services. As a part of the provision of these services, Wellmark may:

- Use your personal health information (including, but not limited to, substance abuse, mental health, and HIV/AIDS information); and
- Disclose such information to your health care providers and Wellmark's health support service vendors, for purposes of providing such services to you.

Wellmark will use and disclose information according to the terms of our Privacy Practices Notice, which is available upon request or at *Wellmark.com*.

## Value Added or Innovative Benefits

Wellmark may, from time to time, make available to you certain value added or innovative benefits for a fee or for no fee. Examples include Blue365<sup>®</sup>, identity theft protections, and discounts on alternative/preventive therapies, fitness, exercise and diet assistance, and elective procedures as well as resources to help you make more informed health decisions. Wellmark may also provide rewards or incentives under this plan if you participate in certain voluntary wellness activities or programs that encourage healthy behaviors. Your employer is responsible for any income and employment tax withholding, depositing and reporting obligations that may apply to the value of such rewards and incentives.

## Value-Based Programs

Value-based programs involve local health care organizations that are held accountable for the quality and cost of care delivered to a defined population. Value-based programs can include accountable care organizations

(ACOs), patient centered medical homes (PCMHs), and other programs developed by Wellmark, the Blue Cross Blue Shield Association, or other Blue Cross Blue Shield health plans ("Blue Plans"). Wellmark and Blue Plans have entered into collaborative arrangements with value-based programs under which the health care providers participating in them are eligible for financial incentives relating to quality and cost-effective care of Wellmark and/or Blue Plan members. If your physician, hospital, or other health care provider participates in the Wellmark ACO program or other value-based program, Wellmark may make available to such health care providers your health care information, including claims information, for purposes of helping support their delivery of health care services to you.

## Nonassignment

Except as required by law, benefits for covered services under this group health plan are for your personal benefit and cannot be transferred or assigned to anyone else without our consent. Whether made before or after services are provided, you are prohibited from assigning any claim. You are further prohibited from assigning any cause of action arising out of or relating to this group health plan. Any attempt to assign this group health plan, even if assignment includes the provider's rights to receive payment, will be null and void. Nothing contained in this group health plan shall be construed to make the health plan or Wellmark liable to any third party to whom a member may be liable for medical care, treatment, or services.

## Governing Law

To the extent not superseded by the laws of the United States, the group health plan will be construed in accordance with and governed by the laws of the state of Iowa.

## Medicaid Enrollment and Payments to Medicaid

### Assignment of Rights

This group health plan will provide payment of benefits for covered services to you, your beneficiary, or any other person who has been legally assigned the right to receive such benefits under requirements established pursuant to Title XIX of the Social Security Act (Medicaid).

### Enrollment Without Regard to Medicaid

Your receipt or eligibility for medical assistance under Title XIX of the Social Security Act (Medicaid) will not affect your enrollment as a participant or beneficiary of this group health plan, nor will it affect our determination of any benefits paid to you.

### Acquisition by States of Rights of Third Parties

If payment has been made by Medicaid and Wellmark has a legal obligation to provide benefits for those services, Wellmark will make payment of those benefits in accordance with any state law under which a state acquires the right to such payments.

### Medicaid Reimbursement

When a PPO or Participating provider submits a claim to a state Medicaid program for a covered service and Wellmark reimburses the state Medicaid program for the service, Wellmark's total payment for the service will be limited to the amount paid to the state Medicaid program. No additional payments will be made to the provider or to you.

### Subrogation

For purposes of this "Subrogation" section, "third party" includes, but is not limited to, any of the following:

- The responsible person or that person's insurer;
- Uninsured motorist coverage;
- Underinsured motorist coverage;
- Personal umbrella coverage;

- Other insurance coverage including, but not limited to, homeowner's, motor vehicle, or medical payments insurance; and
- Any other payment from a source intended to compensate you for injuries resulting from an accident or alleged negligence.

### Right of Subrogation

If you or your legal representative have a claim to recover money from a third party and this claim relates to an illness or injury for which this group health plan provides benefits, we, on behalf of your employer or group sponsor, will be subrogated to you and your legal representative's rights to recover from the third party as a condition to your receipt of benefits.

### Right of Reimbursement

If you have an illness or injury as a result of the act of a third party or arising out of obligations you have under a contract and you or your legal representative files a claim under this group health plan, as a condition of receipt of benefits, you or your legal representative must reimburse us for all benefits paid for the illness or injury from money received from the third party or its insurer, or under the contract, to the extent of the amount paid by this group health plan on the claim.

Once you receive benefits under this group health plan arising from an illness or injury, we will assume any legal rights you have to collect compensation, damages, or any other payment related to the illness or injury from any third party.

You agree to recognize our rights under this group health plan to subrogation and reimbursement. These rights provide us with a priority over any money paid by a third party to you relative to the amount paid by this group health plan, including priority over any claim for nonmedical charges, or other costs and expenses. We will assume all rights of recovery, to the extent of payment made under this group health plan, regardless of whether payment



is made before or after settlement of a third party claim, and regardless of whether you have received full or complete compensation for an illness or injury.

### **Procedures for Subrogation and Reimbursement**

You or your legal representative must do whatever we request with respect to the exercise of our subrogation and reimbursement rights, and you agree to do nothing to prejudice those rights. In addition, at the time of making a claim for benefits, you or your legal representative must inform us in writing if you have an illness or injury caused by a third party or arising out of obligations you have under a contract. You or your legal representative must provide the following information, by registered mail, as soon as reasonably practicable of such illness or injury to us as a condition to receipt of benefits:

- The name, address, and telephone number of the third party that in any way caused the illness or injury or is a party to the contract, and of the attorney representing the third party;
- The name, address and telephone number of the third party's insurer and any insurer of you;
- The name, address and telephone number of your attorney with respect to the third party's act;
- Prior to the meeting, the date, time and location of any meeting between the third party or his attorney and you, or your attorney;
- All terms of any settlement offer made by the third party or his insurer or your insurer;
- All information discovered by you or your attorney concerning the insurance coverage of the third party;
- The amount and location of any money that is recovered by you from the third party or his insurer or your insurer, and the date that the money was received;
- Prior to settlement, all information related to any oral or written settlement agreement between you and the third party or his insurer or your insurer;
- All information regarding any legal action that has been brought on your behalf against the third party or his insurer; and
- All other information requested by us.

Send this information to:

Wellmark Blue Cross and Blue Shield  
1331 Grand Avenue, Station 5W580  
Des Moines, IA 50309-2901

You also agree to all of the following:

- You will immediately let us know about any potential claims or rights of recovery related to the illness or injury.
- You will furnish any information and assistance that we determine we will need to enforce our rights under this group health plan.
- You will do nothing to prejudice our rights and interests including, but not limited to, signing any release or waiver (or otherwise releasing) our rights, without obtaining our written permission.
- You will not compromise, settle, surrender, or release any claim or right of recovery described above, without obtaining our written permission.
- If payment is received from the other party or parties, you must reimburse us to the extent of benefit payments made under this group health plan.
- In the event you or your attorney receive any funds in compensation for your illness or injury, you or your attorney will hold those funds (up to and including the amount of benefits paid under this group health plan in connection with the illness or injury) in trust for the benefit of this group health plan as trustee(s) for us until the extent of our right to reimbursement or subrogation has been resolved.
- In the event you invoke your rights of recovery against a third-party related to the illness or injury, you will not seek an advancement of costs or fees from us.

- The amount of our subrogation interest shall be paid first from any funds recovered on your behalf from any source, without regard to whether you have been made whole or fully compensated for your losses, and the “make whole” rule is specifically rejected and inapplicable under this group health plan.
- We will not be liable for payment of any share of attorneys’ fees or other expenses incurred in obtaining any recovery, except as expressly agreed in writing, and the “common fund” rule is specifically rejected and inapplicable under this group health plan.

It is further agreed that in the event that you fail to take the necessary legal action to recover from the responsible party, we shall have the option to do so and may proceed in its name or your name against the responsible party and shall be entitled to the recovery of the amount of benefits paid under this group health plan and shall be entitled to recover its expenses, including reasonable attorney fees and costs, incurred for such recovery.

In the event we deem it necessary to institute legal action against you if you fail to repay us as required in this group health plan, you shall be liable for the amount of such payments made by us as well as all of our costs of collection, including reasonable attorney fees and costs.

You hereby authorize the deduction of any excess benefit received or benefits that should not have been paid, from any present or future compensation payments.

You and your covered family member(s) must notify us if you have the potential right to receive payment from someone else. You must cooperate with us to ensure that our rights to subrogation are protected.

Our right of subrogation and reimbursement under this group health plan applies to all rights of recovery, and not only to your right to compensation for medical expenses. A settlement or judgment

structured in any manner not to include medical expenses, or an action brought by you or on your behalf which fails to state a claim for recovery of medical expenses, shall not defeat our rights of subrogation and reimbursement if there is any recovery on your claim.

We reserve the right to offset any amounts owed to us against any future claim payments.

### **Workers’ Compensation**

If you have received benefits under this group health plan for an injury or condition that is the subject or basis of a workers’ compensation claim (whether litigated or not), we are entitled to reimbursement to the extent benefits are paid under this plan in the event that your claim is accepted or adjudged to be covered under workers’ compensation.

Furthermore, we are entitled to reimbursement from you to the full extent of benefits paid out of any proceeds you receive from any workers’ compensation claim, regardless of whether you have been made whole or fully compensated for your losses, regardless of whether the proceeds represent a compromise or disputed settlement, and regardless of any characterization of the settlement proceeds by the parties to the settlement. We will not be liable for any attorney’s fees or other expenses incurred in obtaining any proceeds for any workers’ compensation claim.

We utilize industry standard methods to identify claims that may be work-related. This may result in initial payment of some claims that are work-related. We reserve the right to seek reimbursement of any such claim or to waive reimbursement of any claim, at our discretion.

### **Payment in Error**

If for any reason we make payment in error, we may recover the amount we paid.

If we determine we did not make full payment, Wellmark will make the correct payment without interest.

## Notice

If a specific address has not been provided elsewhere in this summary plan description, you may send any notice to Wellmark's office:

Wellmark Blue Cross and Blue Shield  
1331 Grand Avenue  
Des Moines, IA 50309-2901

Any notice from Wellmark to you is acceptable when sent to your address as it appears on Wellmark's records or the address of the group through which you are enrolled.

## Submitting a Complaint

If you are dissatisfied or have a complaint regarding our products or services, call the Customer Service number on your ID card. We will attempt to resolve the issue in a timely manner. You may also contact Customer Service for information on where to send a written complaint.

## Consent to Telephone Calls and Text or Email Notifications

By enrolling in this employer sponsored group health plan, and providing your phone number and email address to your employer or to Wellmark, you give express consent to Wellmark to contact you using the email address or residential or cellular telephone number provided via live or pre-recorded voice call, or text message notification or email notification. Wellmark may contact you for purposes of providing important information about your plan and benefits, or to offer additional products and services related to your Wellmark plan. You may revoke this consent by following instructions given to you in the email, text or call notifications, or by telling the Wellmark representative that you no longer want to receive calls.

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# Glossary

The definitions in this section are terms that are used in various sections of this summary plan description. A term that appears in only one section is defined in that section.

**Accidental Injury.** An injury, independent of disease or bodily infirmity or any other cause, that happens by chance and requires immediate medical attention.

**Admission.** Formal acceptance as a patient to a hospital or other covered health care facility for a health condition.

**Amount Charged.** The amount that a provider bills for a service or supply, whether or not it is covered under this group health plan.

**Benefits.** Medically necessary services or supplies that qualify for payment under this group health plan.

**BlueCard Program.** The Blue Cross Blue Shield Association program that permits members of any Blue Cross or Blue Shield Plan to have access to the advantages of PPO Providers throughout the United States.

**Creditable Coverage.** Any of the following categories of coverage:

- Group health plan (including government and church plans).
- Health insurance coverage (including group, individual, and short-term limited duration coverage).
- Medicare (Part A or B of Title XVIII of the Social Security Act).
- Medicaid (Title XIX of the Social Security Act).
- Medical care for members and certain former members of the uniformed services, and for their dependents (Chapter 55 of Title 10, United States Code).
- A medical care program of the Indian Health Service or of a tribal organization.
- A state health benefits risk pool.

- Federal Employee Health Benefit Plan (a health plan offered under Chapter 89 of Title 5, United States Code).
- A State Children's Health Insurance Program (S-CHIP).
- A public health plan as defined in federal regulations (including health coverage provided under a plan established or maintained by a foreign country or political subdivision).
- A health benefits plan under Section 5(e) of the Peace Corps Act.
- An organized delivery system licensed by the director of public health.

**Extended Home Skilled Nursing.**

Home skilled nursing care, other than short-term home skilled nursing, provided in the home by a registered (R.N.) or licensed practical nurse (L.P.N.) who is associated with an agency accredited by the Joint Commission for Accreditation of Health Care Organizations (JCAHO) or a Medicare-certified agency that is ordered by a physician and consists of four or more hours per day of continuous nursing care that requires the technical proficiency and knowledge of an R.N. or L.P.N.

**Group.** Those plan members who share a common relationship, such as employment or membership.

**Group Sponsor.** The entity that sponsors this group health plan.

**Illness or Injury.** Any bodily disorder, bodily injury, disease, or mental health condition, including pregnancy and complications of pregnancy.

**Inpatient.** Services received, or a person receiving services, while admitted to a health care facility for at least an overnight stay.

**Medically Urgent Situation.** A situation where a longer, non-urgent response time to

a pre-service notification could seriously jeopardize the life or health of the benefits plan member seeking services or, in the opinion of a physician with knowledge of the member's medical condition, would subject the member to severe pain that cannot be managed without the services in question.

**Medicare.** The federal government health insurance program established under Title XVIII of the Social Security Act for people age 65 and older and for individuals of any age entitled to monthly disability benefits under Social Security or the Railroad Retirement Program. It is also for those with chronic renal disease who require hemodialysis or kidney transplant.

**Member.** A person covered under this group health plan.

**Office.** An office setting is the room or rooms in which the practitioner or staff provide patient care.

**Out-of-Network Provider.** A facility or practitioner that does not participate with Wellmark or any other Blue Cross or Blue Shield Plan. Pharmacies that do not contract with our pharmacy benefits manager are considered Out-of-Network Providers.

**Outpatient.** Services received, or a person receiving services, in the outpatient department of a hospital, an ambulatory surgery center, or the home.

**Participating Providers.** These providers participate with a Blue Cross and/or Blue Shield Plan in another state or service area but not with a preferred provider program. Pharmacies that contract with our pharmacy benefits manager are considered Participating Providers.

**Plan Member.** The person who signed for this group health plan.

**Plan Year.** A date used for purposes of determining compliance with federal legislation.

**PPO Provider.** A facility or practitioner that participates with a Blue Cross or Blue Shield preferred provider program.

**Services or Supplies.** Any services, supplies, treatments, devices, or drugs, as applicable in the context of this summary plan description, that may be used to diagnose or treat a medical condition.

**Spouse.** A man or woman lawfully married to a covered member.

**Urgent Care Centers** provide medical care without an appointment during all hours of operation to walk-in patients of all ages who are ill or injured and require immediate care but may not require the services of a hospital emergency room.

**We, Our, Us.** Wellmark Blue Cross and Blue Shield.

**X-ray and Lab Services.** Tests, screenings, imagings, and evaluation procedures identified in the American Medical Association's Current Procedural Terminology (CPT) manual, Standard Edition, under *Radiology Guidelines* and *Pathology and Laboratory Guidelines*.

**You, Your.** The plan member and family members eligible for coverage under this group health plan.

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DRAFT

DRAFT



**CEDAR FALLS DEPARTMENT OF PUBLIC SAFETY SERVICES**

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

319-273-8612

**MEMORANDUM**

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**To:** Mayor and City Council  
**From:** Jeff Olson, Public Safety Services Director  
**Date:** August 5, 2020  
**Re:** 2020-2021 Edward Byrne Memorial Justice Assistance Grant (JAG)

---

Attached is the 2020-2021 Edward Byrne Memorial Justice Assistance Grant (JAG) Memorandum of Understanding (MOU) with Waterloo and Black Hawk County. The JAG provides funding to the Tri-County Drug Task Force in which we are a member. This MOU allows for the distribution of funds to the three entities. The total grant amount is \$44,769.00 of which Cedar Falls will receive \$15,657.60. These funds are used to support the task force of which a portion of these funds reimburse Cedar Falls for payroll expenses.

I recommend approval of this agreement.

## MEMORANDUM OF UNDERSTANDING

Between

City of Waterloo

City of Cedar Falls and

Black Hawk County, Iowa

This Agreement is made and entered into this 5th day of August 2020 by and between City of Waterloo Iowa, City of Cedar Falls, Iowa, and Black Hawk County, Iowa.

1. Funds have been allocated by the 2020-2021 Edward Byrne Memorial Justice Assistance Grant (JAG) Program, Local Solicitation for the cities of Waterloo, Cedar Falls and the County of Black Hawk in the amount of Forty four thousand seven hundred sixty nine dollars. (\$44,769.00) It is mutually agreed that Waterloo Police Chief Joel Fitzgerald, Cedar Falls Director of Public Safety Jeff Olson, and Black Hawk County Sheriff Tony Thompson have been designated as representatives for their respective governing bodies.
2. All parties agree that the JAG Grant will be used for narcotics enforcement, gun violence, gang activity, other criminal activity and the investigation and prosecution of criminal cases. The funds shall be allocated as follows:
  - A. Twenty six thousand eight hundred sixty one dollars and forty cents (\$26,861.40) for personnel costs for the Waterloo Police Department. Twenty thousand two hundred sixty one dollars and forty cents (\$20,261.40) will be used to pay salary and benefits not funded through the 2020-2021 State of Iowa Byrne Justice Assistance Grant.
  - B. Eight thousand nine hundred fifty three dollars and eighty cents (\$8,953.80) for personnel costs for the Cedar Falls Police Department. Six thousand seven hundred three dollars and eighty cents (\$6,703.80) of this will be used to pay salary and benefits not funded through the 2020-2021 State of Iowa Byrne Justice Assistance Grant.
  - C. Eight thousand nine hundred fifty three dollars and eight cents (\$8,953.80) for personnel costs for the Black Hawk County Sheriff's Department. Six thousand seven hundred three dollars and eighty (\$6,703.80) of this will be used to pay salary and benefits not funded through the 2020-2021 State of Iowa Byrne Justice Assistance Grant.
3. All parties hereto agree that the Waterloo Police Department shall be the administrator for this Grant and that said Department will follow generally accepted accounting principles to appropriately record revenue and expenses for this grant.
4. All parties to this Agreement agree that they will follow the regulations for the receipt and administration of these funds promulgated by the Justice Assistance Grant administrators.
5. Nothing in the performance of this Agreement shall impose any liability for claims against Black Hawk County other than claims for which liability may be imposed by the Iowa State Tort Claims Act.
6. Nothing in the performance of this Agreement shall impose any liability for claims against the City of Waterloo or the City of Cedar Falls other than claims for which liability may be imposed by the Municipal Tort Claims Act.

7. Each party to this Agreement shall be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by any other party.
8. The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.
9. By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

---

Joel Fitzgerald Sr.  
Chief of Police  
City of Waterloo, Iowa

---

Jeff Olson  
Director of Public Safety  
City of Cedar Falls, Iowa

---

Tony Thompson  
Black Hawk County Sherriff  
Black Hawk County, Iowa




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**MEMORANDUM**

ADMINISTRATION DIVISION  
2200 TECHNOLOGY PKWY  
CEDAR FALLS, IOWA 50613  
319-273-8629  
FAX 319-273-8632

PUBLIC WORKS/PARKS  
DIVISION  
2200 TECHNOLOGY PKWY  
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**TO:** Mayor Rob Green and City Council  
**FROM:** Brian Heath, Operations and Maintenance Division Mgr. *Brian Heath*  
**DATE:** August 5, 2020  
**SUBJECT:** Custodial Services Agreement

Attached is the Custodial Services Contract for city buildings which is due for renewal on September 1, 2020. Fresh Start Cleaning Solutions Inc., formerly known as TC Cleaning, will be completing the third and final year of contract service which was originally renewable for up to a three (3) year period.

Fresh Start has agreed to continue service for the third year at no additional cost. The base monthly rate remains at \$22,274.00. If approved, this contract extension for cleaning services of all public buildings will continue through August 31, 2021.

Fresh Start Cleaning has performed cleaning duties adequately and have responded positively to requests for additional cleaning and extra work during the pandemic. Overall, staff has been satisfied with this company's performance.

Therefore, the Public Works Department recommends approval of this extension of the custodial services contract with Fresh Start Cleaning Solutions for FY21.

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

CC: Chase Schrage, Public Works Director  
Att.



## **City of Cedar Falls Public Buildings Request for Cleaning Services**

The City of Cedar Falls is seeking proposals for custodial services to be performed at the following public buildings;

**Visitor's & Tourism Building, 6510 Hudson Rd.**

**City Hall, 220 Clay St.**

**Public Library/Community Center, 524 Main St.**

**Public Works/Parks Complex, 2200 Technology Parkway.**

**Public Safety Building, 4600 S. Main St.**

**Hearst Center for the Arts, 304 W. Seerley Blvd.**

**Recreation Center, 110 East 13<sup>th</sup> Street**

**Island Park Beach House, 218 Center St. (provide as an alternate)**

All proposals must meet the following requirements;

The City of Cedar Falls shall supply paper products (toilet tissue, facial tissue, dispenser towels, hand soap, trash can liners, air fresheners and replacement batteries). The contractor must notify the Building Maintenance Supervisor of any supplies needed and allow one-week for ordering and delivery.

The City of Cedar Falls may supply specialty floor cleaning equipment, burnisher, and janitorial carts. The city will maintain and make needed repairs to this equipment due to normal daily use. If damage is caused by the contractor due to misuse or negligence, the contractor will be responsible for reimbursement of the cost of repairs. Proposers will be asked to provide alternate pricing for buildings that require mechanical equipment.

Contractor shall be responsible to report all damage, security problems, mechanical, plumbing or electrical issues, and other conditions that require attention to the City's building maintenance supervisor within twenty-four hours.

The contractor shall provide all chemicals for cleaning along with the proper MSDS/SDS documents for each chemical, which are to be kept on site. The contractor will provide all needed equipment in good working condition such as vacuums, buffers, mops, and other equipment needed to complete their work that has not otherwise been provided by the City. All equipment that belongs to the contractor must be clearly identified with the company name. Vacuums stored on site identified to be the property of the City of Cedar Falls are for the use of City

staff and should not be used by the contractor. Storage space will be provided for the equipment and the contractor is expected to keep a clean and organized work area (all paper products are to be stored above chemicals).

Monthly inspections of the facility will be completed by the City's building maintenance supervisor and a management representative of the Contractor.

Contractor will be subject to afterhours call back at no additional charge to the City when necessary to correct non performance of cleaning requirements.

Contracted employees shall take rest or meal breaks in designated break areas. Doing so at a city employee desk or workstation is prohibited. A designated phone shall be used by contracted employees to check in or out with a supervisor. Any other use of City or city employee's personal property is strictly prohibited.

The City of Cedar Falls requires a background check to be completed by the Cedar Falls Police Department of any person(s) employed by the contractor before they may work in any City building(s). The contractor will be required to provide the Building Maintenance Supervisor with the employee name, social security number and date of birth for the purpose of the background check. An employee of the contractor will not be approved to work in a City building for reasons including, but not limited to, the following: any theft or felony charges, three or more misdemeanors in three years, and two or more drug violation in four years.

Contractor shall meet all insurance requirements as listed in Exhibit "A" (attached)

Contractors will provide Worker's Compensation Insurance.

## Building Information and Cleaning Requirements

### **Visitor's and Tourism Center**\_\_\_\_\_

The building is approximately 4000 sq./ft. of floor space and has a variety of surfaces including: carpet, vinyl tile, ceramic tile, and concrete (see Custodial Requirements for additional information).

The proposal requests several criteria, including:

- Five days per week primary service on Monday through Friday nights.
- A scheduled tour of the facility with the Building Maintenance Supervisor prior to bid submittal.
- Floor refinishing, each time performed (may require twice a year service).
- Additional cleaning due to special events or adverse weather.

### Custodial Requirements

#### **Primary Service:**

##### Entire Building:

- Empty trash, wipe trash containers and replace liners (this includes outside containers).
- Vacuum all carpets and mats.
- Spot clean stains from carpet smaller than 4"X 4". Report larger stains to Building Maintenance Supervisor.
- Sweep and mop floors.
- Check and clean all areas for dust, debris, and stains.
- Dust HVAC vents routinely.
- Clean interior and exterior of entry doors glass, frames and thresholds as needed.
- Clean interior windows as needed.
- Clean and polish wood trim as needed.
- Clean and polish vinyl base as needed.
- Clean interior glass as needed.
- Clean out metal track for glass doors.
- Wipe down chair legs as needed.

##### Kitchen:

- Wipe tops, sides, and fronts of counters, cabinets, refrigerator, stove, work areas, floors, and sinks.

**Restrooms:**

- Clean and sanitize toilets, urinals, mirrors, sinks, counters, doors, floors, changing tables, and partition walls.
- Check air freshener dispensers and replace as needed.
- Polish all stainless steel surfaces.
- Check and replace soap and sanitizer dispensers.
- Check and refill all paper dispensers.
- Replace urinal screens monthly.

**Meeting/Reception Area:**

- Clean tables, chairs, work areas, doors, floors, ledges, and walls.

**Vinyl Tile & Concrete Care:**

- Refinish flooring annually with two or three coats.

**City Equipment Used; Janitorial Cart**

The Tourism Center occasionally rents out partial areas or the entire building. Prior notice will be given with instructions if hours change or specific areas of the building will not be accessible to the contractor.

**City Hall**

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The building is approximately 38,160 sq. /ft. and has a variety of surfaces including: carpet, VCT, ceramic tile, and concrete.

The proposal requests several criteria, including:

- Provide a proposal price for completing primary and secondary requirement with and without the use of City equipment listed at the bottom of the proposal.
- A scheduled tour of the facility with the Building Maintenance Supervisor.
- Five days a week primary service Monday through Friday nights between the hours of 6 p.m.-5a.m.
- Secondary services to be completed throughout the regularly scheduled five day week unless previously approved by the Building Maintenance Supervisor.
- Floor refinishing (requires burnishing of VCT and polished concrete quarterly).
- Carpet cleaning.
- Additional cleaning due to special events or adverse weather.

## Custodial Requirements

### **Primary Service:**

#### Entire Building:

##### Nightly:

- Empty trash, wipe trash containers and replace liners (this includes outside containers).
- Empty recycling containers and place recyclables in designated area.
- Sweep, ceramic tile, VCT and stairwells.
- Wet mop ceramic tile and stairwells.
- Run a mechanical floor scrubber over all VCT and cement flooring.
- Edge mop where floor machine is unable to reach.
- Vacuum all mats, and carpet in lobby.
- Spot clean stains from carpet smaller than 4"X 4". Report larger stains to Building Maintenance Supervisor.
- Clean, sanitize and polish drinking fountains.
- Clean and polish desks and counters.
- Dust computers and keyboards.
- Clean chair legs.
- Clean and polish elevator surfaces.
- Remove any spots or soil from walls.

#### Restrooms/Locker Rooms:

- Clean and sanitize toilets, and sinks (remove any hard water spots or buildup from inside the fixtures)
- Clean and sanitize mirrors, sinks, counters, doors, floors, changing tables, and partition walls.
- Clean and sanitize shower stalls and polish fixtures.
- Wet mop flooring.
- Vacuum carpeting on benches.
- Check air freshener dispensers and replace as needed.
- Polish all stainless steel surfaces.
- Check and replace soap and sanitizer dispensers.
- Check and refill all paper dispensers.
- Report any automatic sensors that require new batteries.
- Replace urinal screens monthly.

**Secondary Service:**

## Weekly:

- Clean interior and exterior of entry doors glass, frames and thresholds as needed.
- Dust and polish wood surfaces including doors and trim.
- Clean and polish all door kick plates, push plates and handles.
- Clean and polish wood and vinyl base as needed.
- Maintain floor drains.
- Clean and polish wood doors and trim.
- Clean interior windows and frames as needed.

City Equipment Used: Janitorial Carts, Clarke auto scrubber, Euroclean burnisher

**Public Library**

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The building is approximately 45,000 sq./ft. of floor space and has a variety of surfaces including: carpet, VCT, and ceramic tile.

The proposal requests several criteria, including:

- Provide a proposal price for completing primary, secondary requirement and limited service .
- A scheduled tour of the facility with the Building Maintenance Supervisor.
- Five days a week primary service Sunday through Thursday nights between the hours of 10 p.m.-6 a.m. Limited service Friday night between the hours of 10 p.m.-6 a.m.
- Secondary services to be completed throughout the regularly scheduled five day week unless previously approved by the Building Maintenance Supervisor.
- Floor refinishing (requires annual stripping and three coats of wax on all vinyl composite tiles).
- Carpet cleaning.
- Additional cleaning due to special events or adverse weather.

## Custodial Requirements

### **Primary Service:**

#### Entire Building:

##### Nightly:

- Empty trash, wipe trash containers and replace liners (this includes outside containers).
- Empty recycling containers and place in designated area.
- Sweep and wet mop, ceramic tile, VCT.
- Vacuum all mats, and carpeting.
- Spot clean stains from carpet smaller than 4"X 4". Report larger stains to Building Maintenance Supervisor.
- Clean, sanitize and polish drinking fountains.
- Clean and polish tables, workstations and desk systems.
- Dust computer and keyboards.
- Clean and polish sinks and counter tops.
- Remove any spots or soil from walls.

#### Restrooms:

- Clean and sanitize toilets, and sinks (remove any hard water spots or buildup from inside the fixtures)
- Clean and sanitize mirrors, sinks, counters, doors, floors, changing tables, and partition walls.
- Check air freshener dispensers and replace as needed.
- Polish all stainless steel surfaces.
- Check and replace soap and sanitizer dispensers.
- Check and refill all paper dispensers.
- Report any automatic sensors that require new batteries.
- Replace urinal screens monthly.

#### Offices, Meeting Rooms:

- Vacuum and dust.
- Clean glass as needed.
- Wipe down tables and desks.

- Clean chairs and legs as needed.
- Clean kitchenette areas.

**Elevator:**

- Vacuum out tracks.
- Wipe down doors and walls.

**Secondary Service:**

**Weekly:**

- Clean interior and exterior of entry doors glass, frames and thresholds as needed.
- Dust and polish wood surfaces including doors and trim.
- Clean display case glass.
- Clean and polish all door kick plates, push plates and handles.
- Clean and polish wood and vinyl base as needed.
- Clean interior windows and frames as needed.
- Dust book shelving.
- Maintain floor drains.

**Limited Service:**

**Friday:**

- Clean restrooms and restock paper and soap products.
- Empty trash/recycling containers.
- Check entire facility for areas that need trash picked up or require attention.

**City Equipment Used:** Janitorial Carts, Minuteman floor scrubber, Euroclean burnisher, Advance floor sweeper



## Community Center \_\_\_\_\_

The building is approximately 5000 sq./ft. of floor space and has a variety of surfaces including: wood flooring, carpet, vinyl tile, ceramic tile, and concrete (see Custodial Requirements for additional information).

The proposal requests several criteria, including:

- Five days per week primary service on Sunday, Monday, Tuesday, Wednesday, and Friday nights after 10:00 p.m.
- Floor refinishing, each time performed (may require twice a year service).
- Additional cleaning due to special events or adverse weather.

### Custodial Requirements

#### **Primary Service:**

##### Entire Building:

- Empty trash, wipe trash containers and replace liners (this includes outside containers).
- Vacuum all carpets and mats.
- Spot clean stains from carpet smaller than 4"X 4". Report larger stains to Building Maintenance Supervisor.
- Sweep and mop floors.
- Check and clean all areas for dust, debris, and stains.
- Dust HVAC vents routinely.
- Clean interior and exterior of entry doors glass, frames and thresholds as needed.
- Clean interior windows as needed.
- Clean and polish wood trim as needed.
- Clean and polish vinyl base as needed.
- Remove chalk marks from wall in billiards room.
- Clean interior glass as needed.
- Wipe down chair legs as needed.

##### Kitchen/Pantry:

- Wipe tops, sides, and fronts of counters, cabinets, refrigerator, stove, work areas, and sinks.
- Polish stainless steel surfaces.

##### Restrooms:

- Clean and sanitize toilets, urinals, mirrors, sinks, counters, doors, floors, changing tables, partitions and walls.
- Polish stainless steel surfaces.
- Check air freshener dispensers and replace as needed.

- Check and replace soap and sanitizer dispensers.
- Check and refill paper dispensers.
- Mechanically scrub ceramic tile and grout once per month.
- Replace urinal screens monthly.

#### Exercise/Dance Area (Wood Floor):

- Use only low moisture method of cleaning (such as a Wet Swifter system).
- Buff often as needed.
- May require cleaning during winter season on a daily basis.
- Clean mirrors as needed.

#### Dining Area:

- Wipe off tables.
- Buff tile as needed.

#### Carpet Care:

- Spot clean stains from carpet smaller than 4"X 4". Report larger stains to Building Maintenance Supervisor.

#### Vinyl Composite Tile Care:

- Buff as needed.
- Refinish VCT flooring annually stripping and applying three coats of wax.

**City Equipment Used;** Same as library (connected buildings)

### **Public Works Complex**

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The building is approximately 13,000 sq. /ft. of floor space and has a variety of surfaces including: carpet, ceramic tile, and polished concrete.

The proposal requests several criteria, including:

- Provide a proposal price for completing primary and secondary requirement with and without the use of City equipment listed at the bottom of the proposal.
- A scheduled tour of the facility with the Building Maintenance Supervisor.
- Five days a week primary service Monday through Friday nights which may be completed between the hours of 5p.m. and 5a.m.
- Secondary services to be completed throughout the regularly scheduled four day week unless previously approved by the Building Maintenance Supervisor.
- Carpet cleaning.
- Additional cleaning due to special events or adverse weather.

## Custodial Requirements

### **Primary Service:**

Nightly:

#### Entire Building:

- Empty trash, clean containers and replace liners.
- Empty recycling containers and place in designated area.
- Sweep and wet mop/floor scrubber, ceramic tile, and polished concrete.
- Vacuum all mats, and carpeting.
- Spot clean stains from carpet smaller than 4"X 4". Report larger stains to Building Maintenance Supervisor.
- Clean, sanitize and polish drinking fountains.
- Clean and polish counters, workstations and desk systems.
- Dust computer and keyboards.
- Remove any spots or soil from walls.

#### Conference/Break Room:

- Wipe down tables, chairs and chair legs.
- Dust mop and spot mop flooring.

#### Restrooms/Locker rooms:

- Clean and sanitize toilets, and sinks (remove any hard water spots or buildup from inside the fixtures)
- Clean and sanitize mirrors, sinks, counters, doors, floors, changing tables, and partition walls.
- Clean and sanitize shower stalls and polish fixtures.
- Check air freshener dispensers and replace as needed.
- Polish all stainless steel surfaces.
- Check and replace soap and sanitizer dispensers.
- Check and refill all paper dispensers.
- Report any automatic sensors that require new batteries.
- Replace urinal screens monthly.

#### Offices, Meeting Rooms:

- Vacuum and dust.
- Clean glass as needed.
- Wipe down tables and desks.
- Clean chairs and legs as needed.
- Clean kitchenette areas.

#### Kitchen:

- Wipe down counter tops and exterior surfaces of appliances and cabinetry.
- Wipe down doors and walls.

**Secondary Service:**

Weekly:

- Run floor machine over entire floor in Conference /Break rooms/Hallways.
- Clean interior and exterior of entry doors glass, frames and thresholds as needed.
- Dust and polish wood surfaces including doors and trim.
- Clean and polish all door kick plates, push plates and handles.
- Clean and polish wood and vinyl base as needed.
- Clean interior windows and frames as needed.
- Dust lockers.

Flooring:

- Polished concrete flooring requires quarterly burnishing.

**City Equipment:** Janitorial Carts, Kent floor scrubber**Hearst Center for the Arts**

---

The building is approximately 5600 sq./ft. of floor space that requires cleaning and has a variety of surfaces including: carpet, VCT, ceramic tile, linoleum, wood, and concrete.

The proposal requests several criteria, including:

- Five days a week primary service Monday through Friday nights.
- Secondary services to be completed throughout the regularly scheduled four day week unless previously approved by the Building Maintenance Supervisor.
- Floor refinishing (requires annual stripping and three coats of wax on all vinyl composite tiles).
- Carpet cleaning.
- Additional cleaning due to special events or adverse weather.

**Custodial Requirements****Primary Service:**

Entire Building:

- Empty trash, wipe trash containers and replace liners (this includes outside containers).
- Sweep, ceramic tile, VCT, linoleum and stairwell (including elevator).
- Wet mop all VCT, ceramic tile and stairwell (including elevator).
- Vacuum all mats, and carpet in lobby.
- Spot clean stains from carpet smaller than 4"X 4". Report larger stains to Building Maintenance Supervisor.
- Clean, sanitize and polish drinking fountains.

- Check and replace soap and sanitizer dispensers.
- Check and refill all paper dispensers.

**Restrooms:**

- Clean and sanitize toilets, urinals, mirrors, sinks, counters, doors, floors, changing tables, and partition walls. (Remove all hard water spots from fixtures-no abrasives of chrome fixtures) with a mineral cleaner.
- Check air freshener dispensers and replace as needed.
- Polish all stainless steel surfaces.
- Check and replace soap and sanitizer dispensers.
- Check and refill all paper dispensers.
- Replace urinal screens monthly.

**Classrooms:**

- Check and replace soap and sanitizer dispensers.
- Check and refill paper towel dispensers.
- Clean counter tops and sinks.

**Kitchen:**

- Wipe down counter tops and exterior surfaces of appliances and cabinetry.
- Wipe down doors and walls.
- Clean and sanitize sink.

**Secondary Service:**

- Clean interior and exterior of entry doors glass, frames and thresholds as needed.
- Dust and polish wood surfaces including doors and trim.
- Clean display case glass in vestibule and meeting room.
- Clean and polish all door kick plates, push plates and handles.
- Clean and polish wood and vinyl base as needed.
- Clean and polish wood doors and trim.
- Clean interior windows and frames as needed.

**Classrooms:**

- Sweep and mop Cement floors.
- Wipe down counters, cabinets, tables, and sinks.

**Offices, Reception Area and Meeting Rooms:**

- Vacuum and dust.
- Clean glass as needed.
- Wipe down tables and desks.
- Clean chairs and legs as needed.

**Elevator:**

- Vacuum out tracks.
- Wipe down doors and walls.
- Clean and polish stainless steel surfaces.

**Main Gallery and Hall:**

- Cleaned as requested at hourly rate.

**Floor Surfaces:**

- Restrooms- VCT
- Kitchen-Linoleum
- Elevator-VCT
- Offices, meeting rooms, lobby and galleries- Carpet
- Classrooms-Concrete
- Basement hallways-VCT

**City Equipment Used; Janitorial Cart**

**Recreation Center** \_\_\_\_\_

The building is approximately 36,000 sq. /ft. and has a variety of floor surfaces including: carpet, VCT, ceramic tile, wood, and concrete.

The proposal requests several criteria, including:

- Provide a proposal price for completing primary and secondary requirement with and without the use of City equipment listed at the bottom of the proposal.
- A scheduled tour of the facility with the Building Maintenance Supervisor prior to bid submittal.
- Six days a week primary service Sunday through Friday nights between the hours of 10 p.m.-4 a.m.
- A seventh day of limited service on Saturday nights from September 1<sup>st</sup> through May 31<sup>st</sup>.
- Secondary services to be completed throughout the regularly scheduled six day work week unless previously approved by the Building Maintenance Supervisor.
- Floor refinishing (requires annual stripping and three coats of wax on all vinyl composite tiles).
- Additional cleaning due to special events or adverse weather.

## Custodial Requirements

### **Primary Service:**

Nightly:

#### Office/Reception/Meeting Room/Kitchen:

- Empty trash, wipe trash containers and replace with a new liner.
- Empty recycling containers and place recyclables in designated area.
- Vacuum all carpeting. (Spot clean stains smaller than 4" x 4". Report larger stains to Supervisor).
- Check and clean all areas for dust, debris and stains.
- Clean kitchen area, sink, counters and table.

#### Main Hall:

- Vacuum all walk off mats and remove for floor cleaning.
- Move any receptacle and/or benches for floor scrubbing.
- Run mechanical floor scrubber with brushes designed for tile and grout over ceramic tile.
- Empty trash, wipe trash containers and replace with a new liner.
- Clean and sanitize interior and exterior of lockers.
- Clean interior and exterior of entry glass, frames and thresholds.
- Clean, sanitize and polish water fountains.
- Clean glass as needed.
- Sweep and mop back stairwell.
- Edge mop entire perimeter and areas the floor machine is unable to reach.
- Replace walk off mats, receptacles and benches.

#### Restrooms/Locker rooms:

- Clean and sanitize toilets, and sinks (remove any hard water spots or buildup from inside the fixtures)
- Clean and sanitize mirrors, sinks, counters, doors, floors, changing tables, and partition walls.
- Check air freshener dispensers and replace as needed.
- Polish all stainless steel surfaces.
- Check and replace/refill soap and sanitizer dispensers.
- Check and refill all paper dispensers
- Clean and sanitize interior and exterior of lockers.
- Clean and sanitize walls, curtains, floor and fixtures in showers.
- Wet mop tile flooring.
- Remove any spots or soil from walls.
- Report any automatic sensors that require new batteries.

#### Steam Rooms:

- Clean and sanitize tile using approved chemicals with a Restroom Cleaning Machine or similar equipment capable of power washing walls, ceiling, and benches, flooring and extracting excess water.
- Clean and sanitize doors and frames.

#### Sauna:

- Clean glass.
- Wipe down benches and floor with approved sanitizer.
- Remove wood floor and wet mop cement floor.

#### Gyms:

- Dust mop floors.
- Edge mop entire perimeter and spot mop as needed.
- Clean and sanitize drinking fountain.

#### Racquetball Courts:

- Dust mop floors.
- Spot mop as needed.
- Clean glass.

#### Mezzanine/Track:

- Wet mop VCT.
- Vacuum carpeting and steps.
- Clean and sanitize exercise equipment (spray cleaner on rag and not directly on equipment).
- Wet mop track.

#### Exercise Room:

- Wet mop flooring.
- Clean and sanitize all exercise equipment (spray cleaner on rag and not directly on equipment).
- Clean mirrors and glass.
- Check and replace sanitizer dispensers as needed.

#### Multi-Purpose/ Activity Rooms:

- Mop VCT.
- Vacuum carpeting.
- Empty trash containers and replace liners.
- Clean sink and counter tops.
- Clean cubby holes.

#### Cycling Room (Basement):

- Wet mop floor:
- Wipe down cycles.



- Check/ replace sanitizer dispensers.
- Clean mirrors.

**Limited Service:**

Saturday nights from September 1<sup>st</sup> through May 31<sup>st</sup>

- Clean the locker rooms, restrooms, steam rooms, sauna and empty trash cans throughout the building to meet the above specifications.

**Secondary Service:**

Weekly:

- Run floor machine with soft bristle brush over gym and racquetball and track flooring.
- Dust and polish wood surfaces including doors and trim.
- Dust railing around track.
- Clean and polish all door kick plates, push plates and handles.
- Clean and polish wood and vinyl base as needed.
- Clean and polish wood doors and trim.
- Clean and sanitize all blue mats hanging from walls in gyms.
- Dust blinds.
- Maintain floor drains.
- Wipe down vending machines.
- Dust blinds.

**Day Porter Service:**

Monday-Friday 1pm.-3p.m. from September 1<sup>st</sup> through May 31<sup>st</sup>

- Check with front desk staff to determine if there have been any janitorial issues reported that need addressed.
- Check restrooms and locker rooms and clean as needed, refill paper and soap products.
- Check sauna and clean as needed.
- Complete a walk thru of facility and address any items needing attention such as loose trash on floor, full garbage or recycling containers, dirty mirrors, spills of flooring, drinking fountains, dirty benches, etc.

**City Equipment:**

- Janitorial Carts, Minuteman floor scrubber, Euroclean burnisher, Clarke TFC 400 Restroom Cleaner, Kent floor scrubber, Tornado floor/tile scrubber

**Beach House (alternate)**

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The building is approximately 3200 sq./ft. of floor space and has concrete floors (see Custodial Requirements for additional information).

The proposal requests several criteria, including:

- Two days per week service on Saturday and Sunday mornings May 1<sup>st</sup> through October 15<sup>th</sup>.
- A scheduled tour of the facility with the Building Maintenance Supervisor prior to bid submittal.

### Custodial Requirements

#### **Primary Service:**

##### Entire Building:

- Empty trash, wipe trash containers and replace liners (this includes outside containers).
- Sweep and mop/spot mop floors where needed.
- Clean interior and exterior of entry doors glass, frames and thresholds as needed.
- Clean interior windows as needed.

##### Kitchen:

- Wipe tops, sides, and fronts of counters, cabinets, refrigerator, stove, work areas, floors, and sinks.

##### Restrooms:

- Clean and sanitize toilets, urinals, mirrors, sinks, counters, doors, floors, changing tables, and partition walls.
- Check and replace soap and sanitizer dispensers.
- Check and refill all paper dispensers.
- Replace urinal screens monthly.

The Cedar Falls Beach House rents out partial areas or the entire building. A schedule for the entire month will be provided to the contractor. Any changes will be sent to contractor in the week prior to the rental.

## **Public Safety**

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The building is approximately 15,280 sq. /ft. and has a variety of surfaces including: carpet, ceramic tile, and concrete.

The proposal requests several criteria, including:

- Provide a proposal price for completing primary and secondary requirement with and without the use of City equipment listed at the bottom of the proposal.
- A scheduled tour of the facility with the Building Maintenance Supervisor.
- Five days a week primary service Monday through Friday nights between the hours of 6 p.m.-5a.m.
- Secondary services to be completed throughout the regularly scheduled five day week unless previously approved by the Building Maintenance Supervisor.
- Floor refinishing (requires burnishing of polished concrete quarterly).
- Carpet cleaning.
- Additional cleaning due to special events or adverse weather.

## **Custodial Requirements**

### **Primary Service:**

Entire Building:

Nightly:

- Empty trash, wipe trash containers and replace liners (this includes outside containers).
- Empty recycling containers and place recyclables in designated area.
- Sweep, ceramic tile, polished concrete and stairwells.
- Wet mop ceramic tile, polished concrete and stairwells.
- Run a mechanical floor scrubber over all polished and cement flooring.
- Edge mop where floor machine is unable to reach.
- Vacuum all mats, and carpet.
- Spot clean stains from carpet smaller than 4"X 4". Report larger stains to Building Maintenance Supervisor.
- Clean, sanitize and polish drinking fountains.

- Spot clean glass as needed.
- Clean and polish desks and counters.
- Dust computers and keyboards.
- Clean chair legs.
- Clean and polish elevator surfaces.
- Remove any spots or soil from walls.

**Restrooms/Locker Rooms:**

- Clean and sanitize toilets, and sinks (remove any hard water spots or buildup from inside the fixtures).
- Clean and sanitize mirrors, sinks, counters, doors, floors, changing tables, and partition walls.
- Clean and sanitize shower stalls and polish fixtures.
- Wet mop flooring.
- Clean and sanitize benches.
- Check air freshener dispensers and replace as needed.
- Polish all stainless steel surfaces.
- Check and replace soap and sanitizer dispensers.
- Check and refill all paper dispensers.
- Report any automatic sensors that require new batteries.
- Replace urinal screens monthly.

**Secondary Service:**

**Weekly:**

- Clean interior and exterior of entry doors glass, frames and thresholds as needed.
- Dust and polish wood surfaces including doors and trim.
- Clean and polish all door kick plates, push plates and handles.
- Clean and polish wood and vinyl base as needed.
- Maintain floor drains.
- Clean and polish wood doors and trim.
- Clean interior windows and frames as needed.
- Clean rubberized flooring in gym area of basement.

City Equipment Used: Clarke auto scrubber

Proposal Page

**Cedar Falls Visitor's & Tourism Center Cleaning Proposal**

Service Proposals:

Primary Service (Monthly Total): \$624.00

**City Hall Cleaning Proposal**

Service Proposals:

Primary Service and Secondary Service using City supplied equipment.  
(Monthly Total): \$4,500

**Cedar Falls Public Library Cleaning Proposal**

Service Proposals:

Primary Service and Secondary and Limited Service using City supplied equipment.  
(Monthly Total): \$3,268.00

**Cedar Falls Community Center Cleaning Proposal**

Service Proposals:

Primary Service using City supplied equipment  
(Monthly Total): \$770.00

**Cedar Falls Public Works Cleaning Proposal**

Service Proposals:

Primary and Secondary Service using City supplied equipment.  
(Monthly Total): \$1,664.00

**Cedar Falls Hearst Center for the Arts Cleaning Proposal**

Service Proposals:

Primary Service and Secondary Service  
(Monthly Total): \$1,448.00

**Cedar Falls Recreation Center Proposal**

Service Proposal:

Primary, Secondary and Limited and Day Porter Service using City supplied equipment.

(Monthly Total): \$7,000.00

**Public Safety Cleaning Proposal**

Service Proposals:

Primary Service and Secondary Service using City supplied equipment.

(Monthly Total): \$3,000.00

**AGREEMENT FOR CUSTODIAL SERVICES  
Public Buildings  
Cleaning Contract  
Fiscal Year 2021 (3<sup>rd</sup> year) Extension**

The City of Cedar Falls, Iowa, hereinafter called City; hereby extends the custodial services contract, submitted by Fresh Start Cleaning Solutions Inc., f.k.a., TC Cleaning Inc., upon the following terms and conditions:

1. Fresh Start Cleaning Solutions shall provide all labor, chemicals and equipment necessary to perform the services as described in the Building Information and Cleaning Requirements which pages are attached hereto.
2. Fresh Start Cleaning Solutions shall be paid in accordance with the Cleaning Proposal Document for the duration of this agreement, beginning Sept. 1, 2020 and ending August 31, 2021.
3. Fresh Start Cleaning Solutions shall comply with all the requirements of the Building Information and Cleaning Requirements, for all buildings, a copy of all of which is attached to this Agreement.
4. The City reserves the right to cancel this agreement at any time by giving Fresh Start a ninety (90) days advance written notice. Fresh Start Cleaning Solutions reserves the right to cancel this agreement at any time by giving the City ninety (90) days advanced written notice.
5. This agreement is for a period not to exceed twelve (12) months. This is the final year of this agreement and may not be extended.

Dated this 10 day of August, 2020.

**APPROVED:**

Fresh Start Cleaning Solutions, Inc.

Candace Wagner

By: (Signature)

Vice President

Title

8/10/2020

Date

City of Cedar Falls, Iowa

Rob Green, Mayor

Jacque Danielsen, MMC, City Clerk


**DEPARTMENT OF PUBLIC WORKS**

City of Cedar Falls  
 220 Clay Street  
 Cedar Falls, Iowa 50613  
 Phone: 319-268-5161  
 Fax: 319-268-5197  
[www.cedarfalls.com](http://www.cedarfalls.com)

**MEMORANDUM**  
*Engineering Division*

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

**FROM:** Chase Schrage, Director of Public Works

**DATE:** August 11, 2020

**SUBJECT:** Place to Play Playground Project  
 Final Acceptance of Improvements  
 Project No. PI – 185 - 3156

The Place to Play Playground Project is complete and ready for final acceptance. This project involved the construction of a play area in Greenhill Park that will provide recreation opportunities for individuals of all ages who have special needs. The project included play equipment, safety surfacing, fencing, landscaping, etc. The project was open for use in August 2019.

The project was under contract with Peters Construction Corporation with a total construction cost of \$446,912.37. Attached is the final pay estimate which will release retainage to the contractor in the amount of \$22,345.65. The funding breakdown is shown below:

- \$187,079.33 Private Donations
- \$250,000 Black Hawk County Gaming Grant
- \$9,833.04 City General Fund Revenues

The Department of Public works has reviewed and approved the project plans and specifications, inspected the project through the construction process, and has received and reviewed the project reports and certifications. The project documentation is in order and the project is complete and ready for City Council acceptance.

*Chase Schrage*  
 Chase Schrage, Director of Public Works

August 11<sup>th</sup>, 2020  
 Date



## Application and Certificate for Payment

**TO OWNER:** City of Cedar Falls Place to Play Playground  
 220 Clay Street  
 Cedar Falls, IA 50613

**PROJECT:** Place to Play Playground

**APPLICATION NO:** 7  
**PERIOD TO:** 7/31/2020

**DISTRIBUTION TO:**  
 OWNER   
 ARCHITECT   
 CONTRACTOR   
 FIELD   
 OTHER

**FROM CONTRACTOR:** Peters Construction Corporation  
 901 Black Hawk Road  
 Waterloo, IA 50701

**VIA ARCHITECT:**

**CONTRACT FOR:**

**CONTRACT DATE:** / /

**PROJECT NOS:** 1901600 /

### CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. AIA Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM ..... \$ 404,938.53
2. NET CHANGE BY CHANGE ORDERS ..... \$ 41,973.84
3. CONTRACT SUM TO DATE (Line 1 ± 2) ..... \$ 446,912.37
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) ..... \$ 446,912.37

**5. RETAINAGE:**

- a. % of Completed Work  
 (Columns D + E on G703) \$ 0.00
  - b. % of Stored Material  
 (Column F on G703) \$ 0.00
- Total Retainage (Lines 5a + 5b, or Total in Column I of G703) ..... \$ 0.00

6. TOTAL EARNED LESS RETAINAGE ..... \$ 446,912.37  
 (Line 4 minus Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... \$ 424,566.72  
 (Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE ..... \$ 22,345.65
9. BALANCE TO FINISH, INCLUDING RETAINAGE  
 (Line 3 minus Line 6) \$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$	\$
Total approved this month	\$	\$
<b>TOTAL</b>	<b>\$</b>	<b>\$</b>
<b>NET CHANGES by Change Order</b>	<b>\$</b>	<b>\$</b>

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR:** Peters Construction Corporation

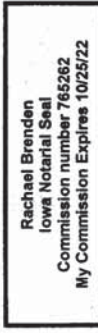
By: \_\_\_\_\_ Date: July 29, 2020

State of: Iowa

County of: Black Hawk

Subscribed and sworn to before me this 29 day of July

Notary Public: Rachael Brenden  
 My commission expires: October 25, 2022



### ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

**AMOUNT CERTIFIED** ..... \$  
 (Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

**ARCHITECT:** Mark Kupa Date: 07/29/2020

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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# AIA Document G703™ - 1992

## Continuation Sheet

AIA Document G702™-1992, Application and Certificate for Payment, or G732™-2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.  
 In tabulations below, amounts are in US dollars.  
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:

7

APPLICATION DATE: 7/29/2020

PERIOD TO:

7/31/2020

ARCHITECT'S PROJECT NO: 1901600

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (Not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D + E)	% (G ÷ C)					
010	Mobilization	30,471.48	30,471.48				30,471.48	100.00	
020	Construction Fence	2,716.95	2,716.95				2,716.95	100.00	
030	Erosion Control	2,637.30	2,637.30				2,637.30	100.00	
040	Temp Erosion&Sediment Control	2,408.70	2,408.70				2,408.70	100.00	
050	Excavation Class 10	6,014.40	6,014.40				6,014.40	100.00	
060	Site Grading	1,790.00	1,790.00				1,790.00	100.00	
070	Hauling of Topsoil	6,198.85	6,198.85				6,198.85	100.00	
080	Topsoil Spreading	2,786.00	2,786.00				2,786.00	100.00	
090	1" Water Service to sand/water	2,053.80	2,053.80				2,053.80	100.00	
100	2" Electrical Conduit to Sewer	974.95	974.95				974.95	100.00	
110	Storm Sewer Collector, 12" Perf	6,272.50	6,272.50				6,272.50	100.00	
120	Sub-Drain Cleanouts	2,617.50	2,617.50				2,617.50	100.00	
130	Intake, SW-512 & Grate	641.76	641.76				641.76	100.00	
140	Sub-Drain, 4" Perf HDPE	5,622.76	5,622.76				5,622.76	100.00	
150	Subdrain Connections	4,417.20	4,417.20				4,417.20	100.00	
160	Modified Subbase for Sidewalk	4,902.57	4,902.57				4,902.57	100.00	
170	4" Concrete Sidewalks	19,356.48	19,356.48				19,356.48	100.00	
180	Ornamental Fence - 6'	29,100.06	29,100.06				29,100.06	100.00	
190	Entrance Gates - 4' x 8'	2,658.25	2,658.25				2,658.25	100.00	
200	Entrance Columns	8,317.62	8,317.62				8,317.62	100.00	
210	Concrete Curb Around Play Surf	5,541.48	5,541.48				5,541.48	100.00	
220	Concrete Base for Type 1 Surfa	3,516.48	3,516.48				3,516.48	100.00	
230	Type #1 Surface-Pour-in Place	20,848.32	20,848.32				20,848.32	100.00	
240	Type #1 Surface-Turf & Gravel	183,815.10	183,815.10				183,815.10	100.00	
250	Play Sand	848.40	848.40				848.40	100.00	
GRAND TOTAL									

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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Item 17.



# AIA Document G703™ - 1992

## Continuation Sheet

AIA Document G702™-1992, Application and Certificate for Payment, or G732™-2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.  
 In tabulations below, amounts are in US dollars.  
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 7  
 APPLICATION DATE: 7/29/2020  
 PERIOD TO: 7/31/2020  
 ARCHITECT'S PROJECT NO: 1901600

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (Not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D + E)	% (G + C)					
260	Steel Band Edging	4,568.72	4,568.72				4,568.72	100.00	
270	Turfgrass Seeding	3,600.00	3,600.00				3,600.00	100.00	
280	Boulder (Installation)	2,538.90	2,538.90				2,538.90	100.00	
290	Playground Equipment	37,702.00	37,702.00				37,702.00	100.00	
300	Change Order #1	4,492.00	4,492.00				4,492.00	100.00	
310	Change Order #2	8,795.00	8,795.00				8,795.00	100.00	
320	Change Order #3	9,618.00	9,618.00				9,618.00	100.00	
330	Change Order #4	10,948.00	10,948.00				10,948.00	100.00	
340	Change Order #5	2,089.82	2,089.82				2,089.82	100.00	
350	Change Order #6	1,953.11	1,953.11				1,953.11	100.00	
360	Change Order #7	4,077.91	4,077.91				4,077.91	100.00	
<b>Totals GRAND TOTAL</b>							<b>446,912.37</b>	<b>100.00</b>	

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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RELEASE AND CERTIFICATE OF PAYMENT

RECEIVED

Vendor: Outdoor Recreation Products

OCT 24 2019

Contractor: Peters Construction Corporation

PETERS CONSTRUCTION

Project: Place to Play Playground Algonquin Drive, Cedar Falls, IA 50613

Project #: 19-016

The undersigned hereby certifies and represents that he has made full payment of all costs, charges and expenses incurred by him or on his behalf for work, labor, services, materials and equipment supplied to the foregoing premises and/or used by them in connection with his work.

The Undersigned further certifies each of his subcontractors and materialmen has made full payment of all costs, charges and expenses incurred by them or on their behalf for work, labor, services, materials and equipment supplied to the foregoing premises and/or used by them in connection with the Undersigned's work.

In consideration of \$437.00 (Check No. 105308) as payment, the Undersigned hereby unconditionally releases and discharges the Owner, and Peters Construction Corporation and the Owner's premises and property from all claims, liens and obligations of every nature arising out or in connection with the performance of the aforesaid work done and material furnished to except as set forth below:

As additional consideration for the payment the Vendor agrees to indemnify and to hold harmless the said Owner and Peters Construction Corporation from and against all costs, losses, damages, claims, cause of action, judgments and expenses, including attorney's fees arising out of or in connection with claims against the said Owner or Peters Construction Corporation which claims arise out of the performance of the work and which may be asserted by the Vendor or any of its suppliers, subcontractors or any of their representatives, officers, agents or employees except for those claims listed above.

The foregoing shall not relieve the Undersigned of his obligations, which by their nature survive completion of the work including, without limitation, warranties, guaranties and indemnities.

This Lien Waiver covers all work completed as of 09/12/2019 minus retainage if applicable.

Outdoor Recreation Products

Executed: 10/17/2019

By: [Signature]

Accepted by: [Signature]  
Director for  
PETERS CONSTRUCTION CORP.  
10/17/2019

# PETERS

**CONSTRUCTION CORPORATION**

**RELEASE AND CERTIFICATE OF PAYMENT**

**RECEIVED**

Vendor: Dostals Construction

OCT 23 2019

Contractor: Peters Construction Corporation

**PETERS CONSTRUCTION**

Project: Place to Play Playground Algonquin Drive, Cedar Falls, IA 50613

Project #: 19-016

The undersigned hereby certifies and represents that he has made full payment of all costs, charges and expenses incurred by him or on his behalf for work, labor, services, materials and equipment supplied to the foregoing premises and/or used by them in connection with his work.

The Undersigned further certifies each of his subcontractors and materialmen has made full payment of all costs, charges and expenses incurred by them or on their behalf for work, labor, services, materials and equipment supplied to the foregoing premises and/or used by them in connection with the Undersigned's work.

In consideration of \$3,277.50 (Check No. 105304) as payment, the Undersigned hereby unconditionally releases and discharges the Owner, and Peters Construction Corporation and the Owner's premises and property from all claims, liens and obligations of every nature arising out or in connection with the performance of the aforesaid work done and material furnished to except as set forth below:

As additional consideration for the payment the Vendor agrees to indemnify and to hold harmless the said Owner and Peters Construction Corporation from and against all costs, losses, damages, claims, cause of action, judgments and expenses, including attorney's fees arising out of or in connection with claims against the said Owner or Peters Construction Corporation which claims arise out of the performance of the work and which may be asserted by the Vendor or any of its suppliers, subcontractors or any of their representatives, officers, agents or employees except for those claims listed above.

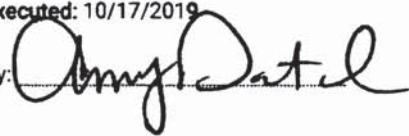
The foregoing shall not relieve the Undersigned of his obligations, which by their nature survive completion of the work including, without limitation, warranties, guaranties and indemnities.

This Lien Waiver covers all work completed as of 09/12/2019 minus retainage if applicable.

Dostals Construction

Executed: 10/17/2019

By:



RELEASE AND RECEIPT  
LIEN WAIVER FOR  
PETERS CONSTRUCTION  
CHECK 7940  
10/17/2019  
CEDAR FALLS, IA 50613

# PETERS

**CONSTRUCTION CORPORATION**

## RELEASE AND CERTIFICATE OF PAYMENT



Vendor: Redfern Mason Larsen & Moore

Contractor: Peters Construction Corporation

Project: Place to Play Playground Algonquin Drive, Cedar Falls, IA 50613

Project #: 19-016

The undersigned hereby certifies and represents that he has made full payment of all costs, charges and expenses incurred by him or on his behalf for work, labor, services, materials and equipment supplied to the foregoing premises and/or used by them in connection with his work.

The Undersigned further certifies each of his subcontractors and materialmen has made full payment of all costs, charges and expenses incurred by them or on their behalf for work, labor, services, materials and equipment supplied to the foregoing premises and/or used by them in connection with the Undersigned's work.

In consideration of \$1,118.00 (Check No. 106020) as payment, the Undersigned hereby unconditionally releases and discharges the Owner, and Peters Construction Corporation and the Owner's premises and property from all claims, liens and obligations of every nature arising out or in connection with the performance of the aforesaid work done and material furnished to except as set forth below:

As additional consideration for the payment the Vendor agrees to indemnify and to hold harmless the said Owner and Peters Construction Corporation from and against all costs, losses, damages, claims, cause of action, judgments and expenses, including attorney's fees arising out of or in connection with claims against the said Owner or Peters Construction Corporation which claims arise out of the performance of the work and which may be asserted by the Vendor or any of its suppliers, subcontractors or any of their representatives, officers, agents or employees except for those claims listed above.

The foregoing shall not relieve the Undersigned of his obligations, which by their nature survive completion of the work including, without limitation, warranties, guaranties and indemnities.

This Lien Waiver covers all work completed as of 11/25/2019 minus retainage if applicable.

Redfern Mason Larsen & Moore

Executed: 12/19/2019

By: .....



RELEASE AND CERTIFICATE OF PAYMENT

RECEIVED  
OCT 23 2019  
PETERS CONSTRUCTION

Vendor: Wapsie Pines Lawn Care

Contractor: Peters Construction Corporation

Project: Place to Play Playground Algonquin Drive, Cedar Falls, IA 50613

Project #: 19-016

The undersigned hereby certifies and represents that he has made full payment of all costs, charges and expenses incurred by him or on his behalf for work, labor, services, materials and equipment supplied to the foregoing premises and/or used by them in connection with his work.

The Undersigned further certifies each of his subcontractors and materialmen has made full payment of all costs, charges and expenses incurred by them or on their behalf for work, labor, services, materials and equipment supplied to the foregoing premises and/or used by them in connection with the Undersigned's work.

In consideration of \$20,109.13 (Check No. 105317) as payment, the Undersigned hereby unconditionally releases and discharges the Owner, and Peters Construction Corporation and the Owner's premises and property from all claims, liens and obligations of every nature arising out or in connection with the performance of the aforesaid work done and material furnished to except as set forth below:

As additional consideration for the payment the Vendor agrees to indemnify and to hold harmless the said Owner and Peters Construction Corporation from and against all costs, losses, damages, claims, cause of action, judgments and expenses, including attorney's fees arising out of or in connection with claims against the said Owner or Peters Construction Corporation which claims arise out of the performance of the work and which may be asserted by the Vendor or any of its suppliers, subcontractors or any of their representatives, officers, agents or employees except for those claims listed above.

The foregoing shall not relieve the Undersigned of his obligations, which by their nature survive completion of the work including, without limitation, warranties, guaranties and indemnities.

This Lien Waiver covers all work completed as of 09/12/2019 minus retainage if applicable.

Wapsie Pines Lawn Care

Executed: 10/17/2019

By:

# PETERS

**CONSTRUCTION CORPORATION**

## RELEASE AND CERTIFICATE OF PAYMENT

RECEIVED

SEP 16 2019

PETERS CONSTRUCTION

Vendor: BMC Aggregates LC

Contractor: Peters Construction Corporation

Project: Place to Play Playground Algonquin Drive, Cedar Falls, IA 50613

Project #: 19-016

The undersigned hereby certifies and represents that he has made full payment of all costs, charges and expenses incurred by him or on his behalf for work, labor, services, materials and equipment supplied to the foregoing premises and/or used by them in connection with his work.

The Undersigned further certifies each of his subcontractors and materialmen has made full payment of all costs, charges and expenses incurred by them or on their behalf for work, labor, services, materials and equipment supplied to the foregoing premises and/or used by them in connection with the Undersigned's work.

In consideration of \$4,066.05 (Check No. 104863) as payment, the Undersigned hereby unconditionally releases and discharges the Owner, and Peters Construction Corporation and the Owner's premises and property from all claims, liens and obligations of every nature arising out or in connection with the performance of the aforesaid work done and material furnished to except as set forth below:

As additional consideration for the payment the Vendor agrees to indemnify and to hold harmless the said Owner and Peters Construction Corporation from and against all costs, losses, damages, claims, cause of action, judgments and expenses, including attorney's fees arising out of or in connection with claims against the said Owner or Peters Construction Corporation which claims arise out of the performance of the work and which may be asserted by the Vendor or any of its suppliers, subcontractors or any of their representatives, officers, agents or employees except for those claims listed above.

The foregoing shall not relieve the Undersigned of his obligations, which by their nature survive completion of the work including, without limitation, warranties, guaranties and indemnities.

This Lien Waiver covers all work completed as of 08/15/2019 minus retainage if applicable.

BMC Aggregates LC

Executed: 09/10/2019

By: *Julia Koeb, Assistant Secretary*

this lien waiver to  
PETERS CONSTRUCTION CORP.  
PO BOX 2148  
WANTON, IA 50664



# PETERS

**CONSTRUCTION CORPORATION**

## RELEASE AND CERTIFICATE OF FINAL PAYMENT

**RECEIVED**  
JUN 10 2020  
PETERS CONSTRUCTION

Vendor: Dostals Construction

Contractor: Peters Construction Corporation

Project: Place to Play Playground Algonquin Drive, Cedar Falls, IA 50613

Project #: 19-016

The undersigned hereby certifies and represents that he has made full payment of all costs, charges and expenses incurred by him or on his behalf for work, labor, services, materials and equipment supplied to the foregoing premises and/or used by them in connection with his work.

The Undersigned further certifies each of his subcontractors and materialmen has made full payment of all costs, charges and expenses incurred by them or on their behalf for work, labor, services, materials and equipment supplied to the foregoing premises and/or used by them in connection with the Undersigned's work.

In consideration of \$1,725.00 (Check No. 107696) as FINAL payment, the Undersigned hereby unconditionally releases and discharges the Owner, and Peters Construction Corporation and the Owner's premises and property from all claims, liens and obligations of every nature arising out or in connection with the performance of the aforesaid work done and material furnished to except as set forth below:

As additional consideration for the FINAL payment the Vendor agrees to indemnify and to hold harmless the said Owner and Peters Construction Corporation from and against all costs, losses, damages, claims, cause of action, judgments and expenses, including attorney's fees arising out of or in connection with claims against the said Owner or Peters Construction Corporation which claims arise out of the performance of the work and which may be asserted by the Vendor or any of its suppliers, subcontractors or any of their representatives, officers, agents or employees except for those claims listed above.

The foregoing shall not relieve the Undersigned of his obligations, which by their nature survive completion of the work including, without limitation, warranties, guaranties and indemnities.

This Lien Waiver covers all work completed as of 06/04/2020.

Dostals Construction

Executed: 06/04/2020

By:



Please sign and return this lien waiver to:  
PETERS CONSTRUCTION CORP  
901 BLACK HAWK RD  
WATERLOO, IA 50701  
a.dostal@peterscorp.com

LWE34EE207-A69F-11EA-9E4D-42010A80036B

# PETERS

**CONSTRUCTION CORPORATION**

## RELEASE AND CERTIFICATE OF FINAL PAYMENT

**RECEIVED**

**JUN 15 2020**

**PETERS CONSTRUCTION CORP**

Vendor: D & N Fence Co. Inc.

Contractor: Peters Construction Corporation

Project: Place to Play Playground Algonquin Drive, Cedar Falls, IA 50613

Project #: 19-016

The undersigned hereby certifies and represents that he has made full payment of all costs, charges and expenses incurred by him or on his behalf for work, labor, services, materials and equipment supplied to the foregoing premises and/or used by them in connection with his work.

The Undersigned further certifies each of his subcontractors and materialmen has made full payment of all costs, charges and expenses incurred by them or on their behalf for work, labor, services, materials and equipment supplied to the foregoing premises and/or used by them in connection with the Undersigned's work.

In consideration of \$1,463.46 (Check No. 107695) as FINAL payment, the Undersigned hereby unconditionally releases and discharges the Owner, and Peters Construction Corporation and the Owner's premises and property from all claims, liens and obligations of every nature arising out or in connection with the performance of the aforesaid work done and material furnished to except as set forth below:

As additional consideration for the FINAL payment the Vendor agrees to indemnify and to hold harmless the said Owner and Peters Construction Corporation from and against all costs, losses, damages, claims, cause of action, judgments and expenses, including attorney's fees arising out of or in connection with claims against the said Owner or Peters Construction Corporation which claims arise out of the performance of the work and which may be asserted by the Vendor or any of its suppliers, subcontractors or any of their representatives, officers, agents or employees except for those claims listed above.

The foregoing shall not relieve the Undersigned of his obligations, which by their nature survive completion of the work including, without limitation, warranties, guaranties and indemnities.

This Lien Waiver covers all work completed as of 06/04/2020.

D & N Fence Co. Inc.

Executed: 06/04/2020

By: *Kim Echehart*

Please sign and return this lien waiver to  
PETERS CONSTRUCTION CORP  
901 BLACK HAWK RD  
WATERLOO IA 50701  
or accounting@peters-burk

LW61A5F24A-331B-11EA-9E4D-42010A80036B

# PETERS

**CONSTRUCTION CORPORATION**

## RELEASE AND CERTIFICATE OF PAYMENT

Vendor: Weiland Lawn & Landscape, LLC

Contractor: Peters Construction Corporation

Project: Place to Play Playground Algonquin Drive, Cedar Falls, IA 50613

Project #: 19-016

The undersigned hereby certifies and represents that he has made full payment of all costs, charges and expenses incurred by him or on his behalf for work, labor, services, materials and equipment supplied to the foregoing premises and/or used by them in connection with his work.

The Undersigned further certifies each of his subcontractors and materialmen has made full payment of all costs, charges and expenses incurred by them or on their behalf for work, labor, services, materials and equipment supplied to the foregoing premises and/or used by them in connection with the Undersigned's work.

In consideration of \$148,241.21 (Check No. 106213) as payment, the Undersigned hereby unconditionally releases and discharges the Owner, and Peters Construction Corporation and the Owner's premises and property from all claims, liens and obligations of every nature arising out or in connection with the performance of the aforesaid work done and material furnished to except as set forth below:

As additional consideration for the payment the Vendor agrees to indemnify and to hold harmless the said Owner and Peters Construction Corporation from and against all costs, losses, damages, claims, cause of action, judgments and expenses, including attorney's fees arising out of or in connection with claims against the said Owner or Peters Construction Corporation which claims arise out of the performance of the work and which may be asserted by the Vendor or any of its suppliers, subcontractors or any of their representatives, officers, agents or employees except for those claims listed above.

The foregoing shall not relieve the Undersigned of his obligations, which by their nature survive completion of the work including, without limitation, warranties, guaranties and indemnities.

This Lien Waiver covers all work completed as of 09/30/2019 minus retainage if applicable.

Weiland Lawn & Landscape, LLC

Executed: 01/09/2020

By: 



# PETERS

**CONSTRUCTION CORPORATION**

## RELEASE AND CERTIFICATE OF PAYMENT

Vendor: Whole Excavation, L.L.C.

Contractor: Peters Construction Corporation

Project: Place to Play Playground Algonquin Drive, Cedar Falls, IA 50613

Project #: 19-016

RECEIVED

OCT 29 2019

PETERS CONSTRUCTION

The undersigned hereby certifies and represents that he has made full payment of all costs, charges and expenses incurred by him or on his behalf for work, labor, services, materials and equipment supplied to the foregoing premises and/or used by them in connection with his work.

The Undersigned further certifies each of his subcontractors and materialmen has made full payment of all costs, charges and expenses incurred by them or on their behalf for work, labor, services, materials and equipment supplied to the foregoing premises and/or used by them in connection with the Undersigned's work.

In consideration of \$405.00 (Check No. 105318) as payment, the Undersigned hereby unconditionally releases and discharges the Owner, and Peters Construction Corporation and the Owner's premises and property from all claims, liens and obligations of every nature arising out or in connection with the performance of the aforesaid work done and material furnished to except as set forth below:

As additional consideration for the payment the Vendor agrees to indemnify and to hold harmless the said Owner and Peters Construction Corporation from and against all costs, losses, damages, claims, cause of action, judgments and expenses, including attorney's fees arising out of or in connection with claims against the said Owner or Peters Construction Corporation which claims arise out of the performance of the work and which may be asserted by the Vendor or any of its suppliers, subcontractors or any of their representatives, officers, agents or employees except for those claims listed above.

The foregoing shall not relieve the Undersigned of his obligations, which by their nature survive completion of the work including, without limitation, warranties, guaranties and indemnities.

This Lien Waiver covers all work completed as of 09/12/2019 minus retainage if applicable.

Whole Excavation, L.L.C.

Executed: 10/17/2019

By:

*Chen Ferguson*  
10/25/19

*Faint, illegible text, possibly a stamp or signature.*

LW1BDB38D8-F11A-11E9-B7B9-42010A8002D6

# PETERS

**CONSTRUCTION CORPORATION**

**RELEASE AND CERTIFICATE OF PAYMENT**

**RECEIVED**

Vendor: D & N Fence Co. Inc.

OCT 24 2019

Contractor: Peters Construction Corporation

**PETERS CONSTRUCTION CORPORATION**

Project: Place to Play Playground Algonquin Drive, Cedar Falls, IA 50613

Project #: 19-016

The undersigned hereby certifies and represents that he has made full payment of all costs, charges and expenses incurred by him or on his behalf for work, labor, services, materials and equipment supplied to the foregoing premises and/or used by them in connection with his work.

The Undersigned further certifies each of his subcontractors and materialmen has made full payment of all costs, charges and expenses incurred by them or on their behalf for work, labor, services, materials and equipment supplied to the foregoing premises and/or used by them in connection with the Undersigned's work.

In consideration of \$27,805.64 (Check No. 105301) as payment, the Undersigned hereby unconditionally releases and discharges the Owner, and Peters Construction Corporation and the Owner's premises and property from all claims, liens and obligations of every nature arising out or in connection with the performance of the aforesaid work done and material furnished to except as set forth below:

As additional consideration for the payment the Vendor agrees to indemnify and to hold harmless the said Owner and Peters Construction Corporation from and against all costs, losses, damages, claims, cause of action, judgments and expenses, including attorney's fees arising out of or in connection with claims against the said Owner or Peters Construction Corporation which claims arise out of the performance of the work and which may be asserted by the Vendor or any of its suppliers, subcontractors or any of their representatives, officers, agents or employees except for those claims listed above.

The foregoing shall not relieve the Undersigned of his obligations, which by their nature survive completion of the work including, without limitation, warranties, guaranties and indemnities.

This Lien Waiver covers all work completed as of 09/12/2019 minus retainage if applicable.

D & N Fence Co. Inc.

Executed: 10/17/2019

By: *Kim Eckhart*

Please sign and return  
this lien waiver to:  
Peters Construction Corporation  
Attn: Accounts Payable  
1000 S. Algonquin Dr., IA 50613

# PETERS

**CONSTRUCTION CORPORATION**

## RELEASE AND CERTIFICATE OF PAYMENT

RECEIVED

SEP 12 2019

Vendor: Benton's Ready Mixed Concrete

Contractor: Peters Construction Corporation

**PETERS CONSTRUCTION**

Project: Place to Play Playground Algonquin Drive, Cedar Falls, IA 50613

Project #: 19-016

The undersigned hereby certifies and represents that he has made full payment of all costs, charges and expenses incurred by him or on his behalf for work, labor, services, materials and equipment supplied to the foregoing premises and/or used by them in connection with his work.

The Undersigned further certifies each of his subcontractors and materialmen has made full payment of all costs, charges and expenses incurred by them or on their behalf for work, labor, services, materials and equipment supplied to the foregoing premises and/or used by them in connection with the Undersigned's work.

In consideration of \$475.00 (Check No. 104902) as payment, the Undersigned hereby unconditionally releases and discharges the Owner, and Peters Construction Corporation and the Owner's premises and property from all claims, liens and obligations of every nature arising out or in connection with the performance of the aforesaid work done and material furnished to except as set forth below:


As additional consideration for the payment the Vendor agrees to indemnify and to hold harmless the said Owner and Peters Construction Corporation from and against all costs, losses, damages, claims, cause of action, judgments and expenses, including attorney's fees arising out of or in connection with claims against the said Owner or Peters Construction Corporation which claims arise out of the performance of the work and which may be asserted by the Vendor or any of its suppliers, subcontractors or any of their representatives, officers, agents or employees except for those claims listed above.

The foregoing shall not relieve the Undersigned of his obligations, which by their nature survive completion of the work including, without limitation, warranties, guaranties and indemnities.

This Lien Waiver covers all work completed as of 08/31/2019 minus retainage if applicable.

Benton's Ready Mixed Concrete

Executed: 09/10/2019

By: 

# PETERS

**CONSTRUCTION CORPORATION**

## RELEASE AND CERTIFICATE OF FINAL PAYMENT

Vendor: Bowers Masonry Inc.

Contractor: Peters Construction Corporation

Project: Place to Play Playground Algonquin Drive, Cedar Falls, IA 50613

Project #: 19-016

RECEIVED  
JUN 15 2020  
PETERS CONSTRUCTION CORPORATION

The undersigned hereby certifies and represents that he has made full payment of all costs, charges and expenses incurred by him or on his behalf for work, labor, services, materials and equipment supplied to the foregoing premises and/or used by them in connection with his work.

The Undersigned further certifies each of his subcontractors and materialmen has made full payment of all costs, charges and expenses incurred by them or on their behalf for work, labor, services, materials and equipment supplied to the foregoing premises and/or used by them in connection with the Undersigned's work.

In consideration of \$1,375.45 (Check No. 107694) as FINAL payment, the Undersigned hereby unconditionally releases and discharges the Owner, and Peters Construction Corporation and the Owner's premises and property from all claims, liens and obligations of every nature arising out or in connection with the performance of the aforesaid work done and material furnished to except as set forth below:

As additional consideration for the FINAL payment the Vendor agrees to indemnify and to hold harmless the said Owner and Peters Construction Corporation from and against all costs, losses, damages, claims, cause of action, judgments and expenses, including attorney's fees arising out of or in connection with claims against the said Owner or Peters Construction Corporation which claims arise out of the performance of the work and which may be asserted by the Vendor or any of its suppliers, subcontractors or any of their representatives, officers, agents or employees except for those claims listed above.

The foregoing shall not relieve the Undersigned of his obligations, which by their nature survive completion of the work including, without limitation, warranties, guaranties and indemnities.

This Lien Waiver covers all work completed as of 06/04/2020.

Bowers Masonry Inc.

Executed: 06/04/2020

By: *John M. Bowers*

Please sign and return this lien waiver to:  
PETERS CONSTRUCTION CORP.  
901 BLACK HAWK RD.  
WATERLOO, IA 50701  
or accounting@peters.build

**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:** Benjamin Claypool, Civil Engineer II, PhD, EI

**DATE:** August 12<sup>th</sup>, 2020

**SUBJECT:** Maintenance and Repair Agreement  
Post-Construction Stormwater Management Plan  
Autozone – 6130 University Avenue

The Post-Construction Stormwater Control Ordinance requires a formal maintenance and repair agreement for the stormwater management plan. The Maintenance and Repair Agreement will require the benefited property to undergo, at a minimum, an annual inspection and to maintain records of installation, maintenance and repair activities of the stormwater control devices. The agreement will also create an easement for the City to inspect and repair the stormwater control devices if the property owners fail or refuse to meet the requirements of the Maintenance and Repair Agreement. The Maintenance and Repair Agreement is attached for your review.

The Engineering Division has reviewed the stormwater management plan and Maintenance and Repair Agreement for Autozone at 6130 University Avenue and finds it in accordance with City Code. The Engineering Division recommends the agreement be accepted by the City Council and recorded at the Black Hawk County Recorder's Office.

xc: David Wicke, PE, City Engineer



Prepared by:

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**STORM WATER MAINTENANCE AND REPAIR AGREEMENT**

This Agreement is made and entered into by and between **AutoZone Inc.**, (hereinafter “Owner”) and the City of Cedar Falls, Iowa (hereinafter “City”), on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

WHEREAS, Owner owns land in the City legally described on Exhibit A attached, that has been developed or will be developed by Owner (hereinafter “Benefited Property”); and

WHEREAS, the City acknowledges that a Storm Water Management Plan as required by Section 24-336 of the City’s Code of Ordinances (hereinafter “Plan”) has been submitted to and approved by the City; and

WHEREAS, said Plan includes construction of storm water management facilities on Owner’s land; and

WHEREAS, a Maintenance and Repair Agreement related to such storm water management facilities which complies with Section 24-341 of the City’s Code of Ordinances is required; and

WHEREAS, Owner acknowledges that all of the Benefited Property will benefit from the storm water management facilities; and

WHEREAS, the parties have reached agreement on the terms and conditions of these matters and now desire to set forth their agreement in writing.

NOW, THEREFORE it is mutually agreed by the parties as follows:

1. Owner shall construct at Owner’s cost storm water management facilities in compliance with Section 24-341 of the City’s Code of Ordinances as set forth in the Plan submitted by Owner (hereinafter “Facilities”).
2. Such Facilities shall be constructed as depicted on Exhibit B attached. Any change to the composition of or size, shape or location of the Facilities must be approved by the City.
3. Owner shall be responsible for the inspection, operation, maintenance and repair of the

Facilities, and shall make records of the installation, inspections, maintenance and repairs, and shall retain such records for at least twenty-five (25) years or until the Facilities or any portion thereof has been reconstructed. These records shall be made available to the City during any City inspection, and shall be submitted to the City at other reasonable times upon request. Nothing in these record keeping requirements shall be construed to limit in any way the Owner's responsibility to inspect, maintain and repair the Facilities.

a) Owner agrees to comply with the Detention Basin Operation and Maintenance Plan for the Facilities attached as Exhibit C and incorporated herein.

b) Owner agrees to comply with the Maintenance and Inspection Schedule for Storm Water Detention System for the Facilities attached as Exhibit D and incorporated herein.

4. Owner may construct at Owner's cost additional storm water management facilities on the Benefited Properties, upon the written consent of the City, in which case the duties and responsibilities of inspection, operation, maintenance, repair, and record keeping stated in this Agreement shall apply to such additional storm water management facilities.

5. If Owner fails or refuses to meet the requirements of this Agreement, the City, after notice as provided herein, may correct a violation or non-compliance by performing or causing to be performed all necessary work to place the Facilities in proper working condition. If the Facilities are not a danger to public safety or public health, the Owner shall be provided with reasonable notice to correct the violation in a timely manner. In the event that the Facilities become a danger to public safety or public health, the City shall notify the Owner in writing that upon receipt of the notice, the Owner shall have two days or such additional time as circumstances may require to maintain and/or repair the Facilities. If the violations or non-compliance have not been corrected by the Owner in a timely manner, and the City performs or causes to be performed the work necessary to place the Facilities in proper working condition, the City may assess, jointly and severally, the cost of the work to the Owner, and to future owners of any portion of the Benefited Property, which cost shall be a lien on the Facilities and on the Benefited Property, and the City may assess the cost of the work to each separately owned portion of the Benefited Property in equal shares as a lien to be collected in the same manner as property taxes.

6. Owner agrees to utilize the forms attached hereto as Exhibit E with regard to inspection, maintenance and repair of the Facilities.

7. In consideration of approval by the City of the foregoing Agreement and attached Exhibits, Owner accepts the duties and responsibilities set forth herein which shall be covenants running with the land, and agrees that the same shall be binding upon and inure to the benefit of Owner and Owner's grantees, transferees, successors and assigns.

IN WITNESS WHEREOF, the City and the Owner have executed this Storm Water Facility Maintenance and Repair Agreement at Cedar Falls, Iowa, effective as of the date first stated above.

By: DocuSigned by:  
Tim Goddard  
186902303306430... AutoZone, Inc.  
DocuSigned by:  
Maria Leggett  
EC91B6C238CE409...

Printed Name & Title: Tim Goddard Maria Leggett  
Vice President Vice President

STATE OF Tennessee )  
 ) SS  
COUNTY OF Shelby )

This instrument was acknowledged before me on the 11<sup>th</sup> day of August, 2020 by Tim Goddard / Maria Leggett as Vice President / Vice President of AutoZone, Inc.



Jeff M. Clavel  
Notary Public in and for the State of Tennessee  
My Commission Expires  
January 18, 2022  
City of Cedar Falls, Iowa

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

ATTEST:

\_\_\_\_\_  
Jacqueline Daniels, MMC, City Clerk

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2020 by Robert M. Green, Mayor, and Jacqueline Daniels, MMC, City Clerk, of the City of Cedar Falls, Iowa.

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

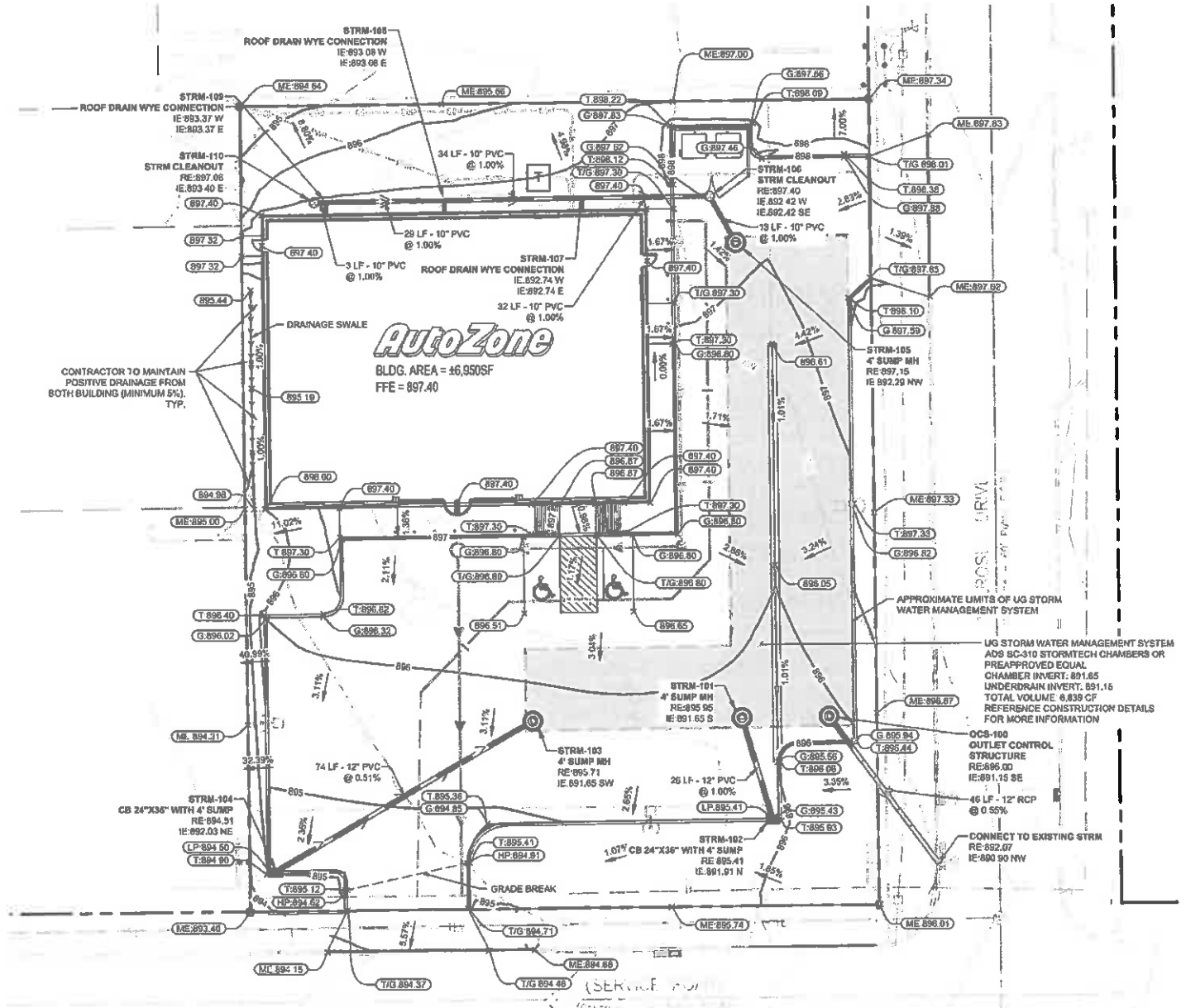
## Exhibit A

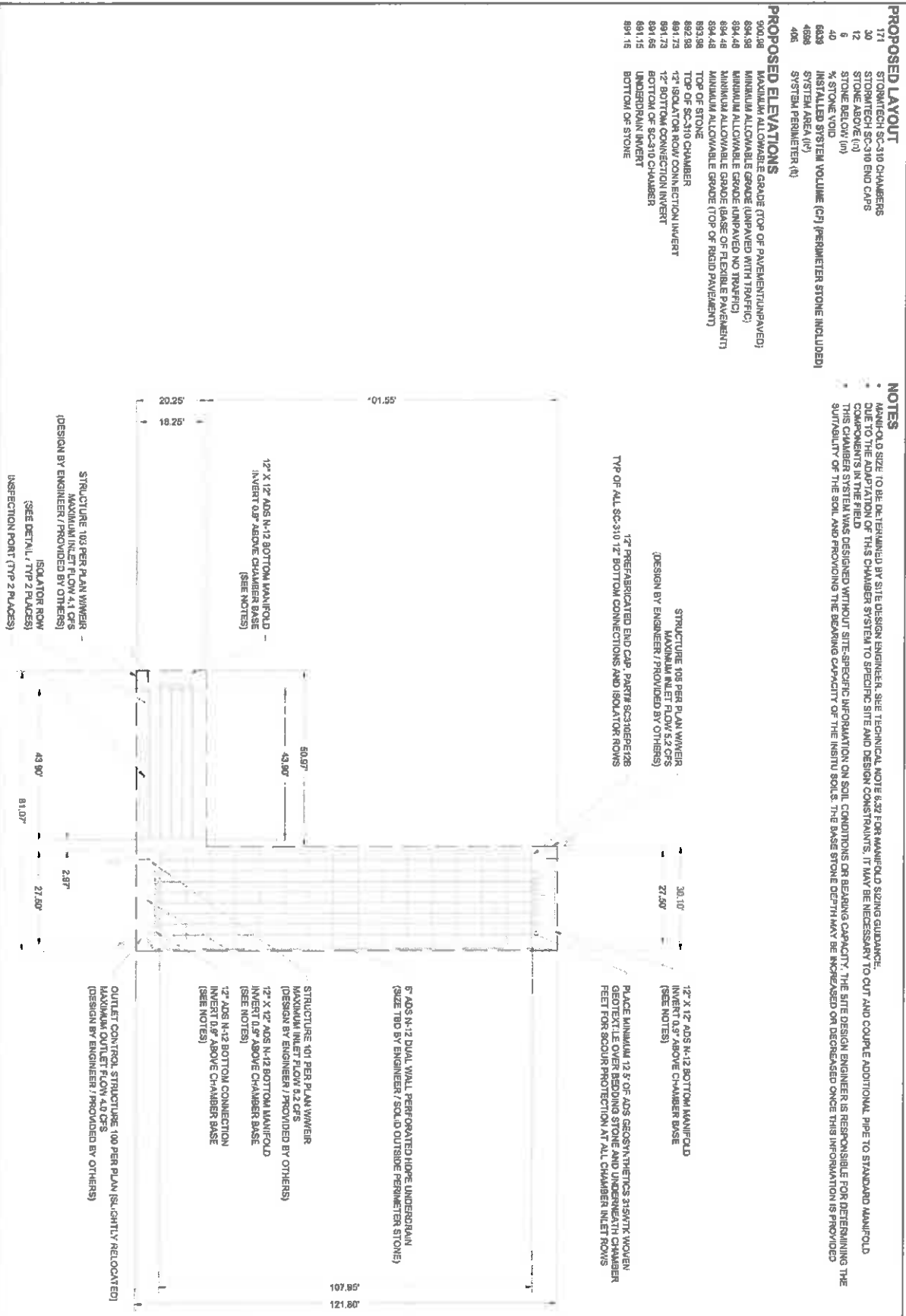
### Legal Description

**The East 156 Feet of the South 200 Feet of Lot 4 in the Holiday Plaza Addition in the City of Cedar Falls,  
Black Hawk County, Iowa.**

# Exhibit B

## Stormwater Management Facilities





**PROPOSED LAYOUT**

171	STORMTECH SC-310 CHAMBERS
30	STONE ABOVE (O)
12	STONE BELOW (O)
40	% STONE VOID
6833	INSTALLED SYSTEM VOLUME (CF) (PERIMETER STONE INCLUDED)
406	SYSTEM PERIMETER (L)

**PROPOSED ELEVATIONS**

990.98	MAXIMUM ALLOWABLE GRADE (TOP OF PAVEMENT/UNPAVED)
894.98	MINIMUM ALLOWABLE GRADE (UNPAVED WITH TRAFFIC)
894.48	MINIMUM ALLOWABLE GRADE (UNPAVED NO TRAFFIC)
894.48	MINIMUM ALLOWABLE GRADE (BASE OF FLEXIBLE PAVEMENT)
894.48	MINIMUM ALLOWABLE GRADE (TOP OF RIGID PAVEMENT)
893.98	TOP OF STONE
892.98	TOP OF SC-310 CHAMBER
891.73	12" ISOLATOR ROW CONNECTION INVERT
891.73	12" BOTTOM CONNECTION INVERT
891.65	BOTTOM OF SC-310 CHAMBER UNDERDRAIN INVERT
891.15	BOTTOM OF STONE

**NOTES**

- MANHOLE SIZE TO BE DETERMINED BY SITE DESIGN ENGINEER. SEE TECHNICAL NOTE 4.57 FOR MANHOLE SIZING GUIDANCE.
- DUE TO THE ADAPTATION OF THIS CHAMBER SYSTEM TO SPECIFIC SITE AND DESIGN CONSTRAINTS, IT MAY BE NECESSARY TO OBTAIN ADDITIONAL PRE-TO-STANDARD MANHOLE COMPONENTS IN THE FIELD.
- THIS CHAMBER SYSTEM WAS DESIGNED WITHOUT SITE-SPECIFIC INFORMATION ON SOIL CONDITIONS OR BEARING CAPACITY. THE SITE DESIGN ENGINEER IS RESPONSIBLE FOR DETERMINING THE SUITABILITY OF THE SOIL AND PROVIDING THE BEARING CAPACITY OF THE INSTALLED SOILS. THE BASE STONE DEPTH MAY BE INCREASED OR DECREASED ONCE THIS INFORMATION IS PROVIDED.

STRUCTURE 108 PER PLAN VIEWER  
 MAXIMUM INLET FLOW 5.2 CFS  
 (DESIGN BY ENGINEER / PROVIDED BY OTHERS)

12" PREFABRICATED END CAP PART# SC310BEPI28  
 TYP OF ALL SC-310 12" BOTTOM CONNECTIONS AND ISOLATOR ROWS

12" X 12" ADS N-12 BOTTOM MANHOLE  
 INVERT 0.5' ABOVE CHAMBER BASE  
 (SEE NOTES)

PLACE MINIMUM 12 5/8" OF ADS GEOSYNTHETICS 215GTX WOVEN  
 GEOTEXTILE OVER BEDDING STONE AND UNDERNEATH CHAMBER  
 FEET FOR SCOUR PROTECTION AT ALL CHAMBER INLET ROWS  
 (SEE NOTES)

5" ADS N-12 DUAL WALL PERFORATED HOPE UNDERDRAIN  
 (SIZE TBD BY ENGINEER / SOLID OUTSIDE PERIMETER STONE)

12" X 12" ADS N-12 BOTTOM MANHOLE  
 INVERT 0.5' ABOVE CHAMBER BASE  
 (SEE NOTES)

STRUCTURE 101 PER PLAN VIEWER  
 MAXIMUM INLET FLOW 6.2 CFS  
 (DESIGN BY ENGINEER / PROVIDED BY OTHERS)

12" X 12" ADS N-12 BOTTOM MANHOLE  
 INVERT 0.5' ABOVE CHAMBER BASE  
 (SEE NOTES)

12" ADS N-12 BOTTOM CONNECTION  
 INVERT 0.5' ABOVE CHAMBER BASE  
 (SEE NOTES)

STRUCTURE 103 PER PLAN VIEWER  
 MAXIMUM INLET FLOW 4.1 CFS  
 (DESIGN BY ENGINEER / PROVIDED BY OTHERS)

ISOLATOR ROW  
 (SEE DETAIL, TYP 2 PLACES)

INSPECTION POINT (TYP 2 PLACES)

OUTLET CONTROL STRUCTURE 100 PER PLAN (SLIGHTLY RELOCATED)  
 MAXIMUM OUTLET FLOW 4.0 CFS  
 (DESIGN BY ENGINEER / PROVIDED BY OTHERS)

## Exhibit C

## Detention Basin Operation and Maintenance Manual

Inspection activities shall be performed as follows: Any problems that are found shall be repaired immediately.

<b><i>BMP element:</i></b>	<b><i>Potential problem:</i></b>	<b><i>How I will remediate the problem:</i></b>
<b><i>The entire BMP</i></b>	Trash/debris is present.	Remove the trash/debris.
<b><i>The inlet device: pipe or Catch basin</i></b>	The pipe is clogged.	Unclog the pipe. Dispose of the sediment off-site.
	The pipe is cracked or otherwise damaged.	Replace the pipe.
	The catch basin sump is full.	Remove the trash/debris.
<b><i>Underground Storage Isolator Rows</i></b>	Sediment has accumulated to a depth greater than 3" throughout the length of the isolator row.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it where it will not cause impacts to streams or the BMP.
<b><i>The outlet device</i></b>	Clogging has occurred.	Clean out the outlet device. Dispose of the sediment off-site.
	The outlet device is damaged.	Repair or replace the outlet device.
<b><i>The receiving water</i></b>	Erosion or other signs of damage has occurred at the outlet.	Repair damage.

## Exhibit D

### MAINTENANCE SCHEDULE STORM DETENTION SYSTEM

#### DESCRIPTION:

- 1) Inspect system within 60 days of initial operation.**
- 2) Four periodic inspections of system within first year of operation.**
- 3) Inspect system after each 100-year storm occurrence as measured at the National Weather Service reporting station at the Waterloo Regional Airport.**
- 4) After one year of system operation, inspect annually.**



### Exhibit E

Stormwater Management Inspection/Maintenance Form  
*To be kept on site*

**PROJECT NAME:** \_\_\_\_\_

**PROJECT LOCATION:** \_\_\_\_\_

**OWNER/LEGAL ENTITY:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_

**E-MAIL:** \_\_\_\_\_

**INITIAL DATE OF OPERATION:** \_\_\_\_\_

DATE	ITEM INSPECTED	INSPECTOR (Please Print)	OBSERVATION & REMARKS





**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:** August 12, 2020

**SUBJECT:** 2018 Street Reconstruction Project  
 Project No.: RC – 000 – 3141  
 Project Final Out

The 2018 Street Reconstruction Project is completed and ready for final acceptance. This project reconstructed 0.64 miles of City streets and was under contract with Peterson Contractors Inc. of Reinbeck, Iowa. Attached please find the following final documents:

- Final Pay Estimate (releases retainage)
- Final Breakdown of Costs
- Copy of Maintenance Bond, Peterson Contractors Inc.

The following lien waivers have been received, reviewed by the Engineering Division and are on file with the City Clerk:

<p><u>Peterson Contractors Inc. Suppliers:</u>  <i>Benton's Ready Mixed Concrete Inc.</i>  <i>BMC Aggregates LC</i>  <i>Bob Walters Son Trucking</i>  <i>Boulder Contracting LLC</i>  <i>Cedar Valley Trucking LLC</i>  <i>Coleman Moore Company</i>  <i>Dave Gardner Construction</i>  <i>Forterra</i>  <i>Hayes Bros LLC</i>  <i>Hudson Hardware Plumbing &amp; Heating</i>  <i>Leymaster Tile LLC</i>  <i>Northern Iowa construction Products</i>  <i>Triple D Enterprises LLP</i>  <i>Utility Equipment Co</i>  <i>Veracity Excavating LLC</i></p>	<p>Peterson Contractors Inc.  <u>Subcontractors including subcontractor suppliers:</u>  <i>Cunningham Construction Co.</i>              - <i>Benton's Ready Mixed Concrete Inc.</i>              - <i>Logan Contractor Supply, Inc.</i>  <i>Laser Line Striping and Sweeping</i>  <i>Matthias Landscaping Co</i>              - <i>Oleson Sod Farm</i>  <i>MELI, LLC</i>              - <i>Benton's Ready Mixed Concrete Inc.</i>              - <i>Stetson Building Products, Inc.</i>              - <i>Utility Equipment Co.</i>  <i>Service Signing, LC</i>  <i>Todd Van Dorn Construction</i>              - <i>Benton's Ready Mixed Concrete Inc.</i>              - <i>Stetsons Building Products, Inc.</i>  <i>Aspro, Inc.</i>              - <i>B&amp;B Builders &amp; Supply</i>              - <i>Manatt's, Inc.</i>  <i>Save Our Sewers, Inc.</i></p>
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This project was primarily funded by the “Local Option Sales Tax”. A transfer of funds from the following funding sources to the Street Repair Fund (LOST) has been made. Below is a breakdown of final contract costs for items that were not funded by the “Local Option Sales Tax” and their funding source:

<b>Funding Source</b>	<b>Attributed Costs</b>
South Cedar Falls Urban Renewal Area (TIFF)	\$ 33,968.25
Sanitary Sewer Rental Fund (SRF)	\$ 111,730.00
Street Construction Fund (SCF)	\$ 55,126.75
Cedar Falls Utilities (CFU)	\$ 517,596.56

I certify that the public improvements for the 2018 Street Reconstruction Project were completed in reasonable compliance with the project plans and specifications.



Matthew Tolán

8/13/2020

Date

xc: Chase Schrage, Director of Public Works  
David Wicke, P.E., City Engineer  
Lisa Roeding, Finance Manager



**PAY ESTIMATE : #19**  
**DATE : 7/16/2020**  
**CONTRACT AMOUNT : \$4,676,551.93**  
**CONTRACTOR : Peterson Contractors, Inc.**  
**PROJECT NAME : 2018 Street Construction**  
**CITY PROJECT # : RC-000-3141**

**CITY OF CEDAR FALLS**  
**DEPARTMENT OF COMMUNITY DEVELOPMENT**  
**ENGINEERING DIVISION**  
**BI-WEEKLY**  
**BID ITEM COSTS**

Item 19.

**BID ITEMS**

ITEM NUMBER	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE	INSTALLED UNITS TO DATE	VALUE COMPLETED	ITEM % COMPLETE
1	REMOVAL OF PAVEMENT	S.Y.	28174.9	\$4.55	\$128,195.80	28,174.9	\$128,195.80	100.00%+
2	REMOVAL OF A.C.C. SURFACING	S.Y.	27816.3	\$3.50	\$97,357.05	29,048.3	\$101,669.05	104.43%+
3	REMOVAL OF A.C.C. SURFACING (MILLING)	S.Y.	19225.0	\$4.50	\$86,512.50	17,674.3	\$79,534.35	91.93%+
4	REMOVAL OF SEALCOAT SURFACE (MILLING)	S.Y.	575.0	\$6.85	\$3,938.75	385.0	\$2,637.25	66.96%+
5	REMOVAL OF P.C.C./A.C.C. SURFACE (TAPER MILLING)	S.Y.	1292.1	\$35.15	\$45,417.32	1,369.2	\$48,127.38	105.97%+
6	REMOVAL OF CURB	L.F.	1973.1	\$8.50	\$16,771.35	3,277.6	\$27,859.60	166.11%+
7	REMOVAL OF DRIVEWAY	S.Y.	2221.1	\$4.00	\$8,884.40	2,249.7	\$8,998.80	101.29%+
8	REMOVAL OF SIDEWALK	S.Y.	425.40	\$7.50	\$3,190.50	991.9	\$7,439.25	233.17%+
9	REMOVALS AS PER PLAN	UNITS	119.00	\$500.00	\$59,500.00	129.8	\$64,875.00	109.03%+
10	SAW CUTTING FOR REMOVALS	L.F.	5354.6	\$5.50	\$29,450.30	6,698.0	\$36,839.00	125.09%+
11	EXCAVATION, CLASS 10, ROADWAY WASTE	C.Y.	10332.1	\$10.15	\$104,870.82	10,741.8	\$109,029.27	103.97%+
12	EXCAVATION, CLASS 10, UNSTABLE MATERIAL	C.Y.	1028.0	\$10.50	\$10,794.00	360.3	\$3,783.15	35.05%+
13	EXCAVATION , CLASS 12, BOULDERS	C.Y.	37.0	\$30.00	\$1,110.00	10.2	\$306.00	27.57%+
14	PAVEMENT, STAND. OR SLIP-FORM, P.C.C., 7 IN., CLASS "C"	S.Y.	883.6	\$60.00	\$53,016.00	957.4	\$57,444.00	108.35%+
15	PAVEMENT, STAND. OR SLIP-FORM, P.C.C., 8 IN., CLASS "C"	S.Y.	19269.1	\$44.00	\$847,840.40	19,731.9	\$868,203.60	102.40%+
16	HMA, (ST), SURF., 1/2", PG58-28S	TON	3656.9	\$100.00	\$365,690.00	4,215.2	\$421,521.00	115.27%+
17	HMA, (ST), BASE., 3/4", PG58-28S	TON	3742.3	\$94.00	\$351,776.20	4,068.3	\$382,418.32	108.71%+
18	HMA, (HT), SURFACE, 1/2", PG58-28H	TON	763.0	\$103.00	\$78,589.00	856.9	\$88,258.64	112.30%+
19	HMA, (HT), INTERMEDIATE, 1/2", PG58-28H	TON	636.0	\$101.00	\$64,236.00	745.5	\$75,291.46	117.21%+
20	CURB, PCC 7 IN. 2.0 FT WIDTH, TYPE "C" CLASS III	L.F.	165.5	\$25.00	\$4,137.50	313.8	\$7,845.00	189.61%+
21	CURB, PCC 7 IN. 2.5 FT WIDTH, TYPE "C" CLASS III	L.F.	5225.0	\$18.25	\$95,356.25	5,286.0	\$96,469.50	101.17%+
22	CURB, PCC 7 IN. 3.5 FT WIDTH, TYPE "C" CLASS III	L.F.	826.7	\$27.50	\$22,734.25	1,126.5	\$30,978.75	136.26%+
23	CURB, PCC 8 IN. 2.0 FT WIDTH, TYPE "C" CLASS III	L.F.	157.0	\$26.25	\$4,121.25	671.6	\$17,629.50	427.77%+
24	COMPACTION OF SUBGRADE	STA.	72.5	\$250.00	\$18,125.00	34.1	\$8,525.00	47.03%+
25	GEOGRID	S.Y.	18534.0	\$3.25	\$60,235.50	12,056.5	\$39,183.63	65.05%+
26	MODIFIED SUBBASE, 12 IN.	S.Y.	31237.0	\$12.75	\$398,271.75	31,861.8	\$406,238.21	102.00%+
27	SURFACING, 1-INCH ROADSTONE	TONS	140.0	\$28.00	\$3,920.00	104.2	\$2,917.32	74.42%+
28	TOPSOIL, FURNISH & SPREAD	C.Y.	2254.3	\$15.00	\$33,814.50	2,484.6	\$37,269.00	110.22%+
29	SOD, PROVIDE AND PLACE	S.F.	125435.0	\$0.50	\$62,717.50	174,266.0	\$87,133.00	138.93%+
30	HYDRAULIC SEEDING	S.F.	800.0	\$0.40	\$320.00	14,300.0	\$5,720.00	1787.50%+
31	WATERING SOD	M-GAL	70.0	\$145.00	\$10,150.00	121.0	\$17,545.00	172.86%+
32	DRIVEWAY, P.C.C., 6 IN., CLASS "C"	S.Y.	2221.1	\$35.00	\$77,738.50	2,411.1	\$84,388.50	108.55%+
33	SIDEWALK, P.C.C., 4 IN., CLASS "C"	S.Y.	117.8	\$40.00	\$4,712.00	657.2	\$26,288.00	557.89%+
34	SIDEWALK, P.C.C., 6 IN., CLASS "C"	S.Y.	295.1	\$40.00	\$11,804.00	421.3	\$16,852.00	142.77%+
35	PEDESTRIAN RAMPS, DETECTABLE WARNING	S.F.	608.0	\$30.00	\$18,240.00	760.0	\$22,800.00	125.00%+
36	PATCH, P.C.C., FULL DEPTH, "M" MIX	S.Y.	132.5	\$100.00	\$13,250.00	380.1	\$38,010.00	286.87%+
37	PATCH, HMA (ST) SURFACE, 1/2", PG58-28S	TONS	72.0	\$132.00	\$9,504.00	4.0	\$528.00	5.56%+
38	INTAKE, SW-507	EACH	3.0	\$3,900.00	\$11,700.00	6.0	\$23,400.00	200.00%+
39	INTAKE, SW-508	EACH	2.0	\$4,300.00	\$8,600.00	2.0	\$8,600.00	100.00%+
40	INTAKE, SW-509	EACH	8.0	\$4,400.00	\$35,200.00	5.0	\$22,000.00	62.50%+
41	INTAKE, TYPE B	EACH	6.0	\$3,800.00	\$22,800.00	6.0	\$22,800.00	100.00%+
42	INTAKE, TYPE D	EACH	24.0	\$4,650.00	\$111,600.00	19.0	\$88,350.00	79.17%+
43	INTAKE, DOUBLE FLAT	EACH	1.0	\$4,950.00	\$4,950.00	1.0	\$4,950.00	100.00%+
44	INTAKE, RA-3 TOP & INSERT	EACH	1.0	\$1,450.00	\$1,450.00	1.0	\$1,450.00	100.00%+
45	INTAKE, RA-5 TOP & INSERT	EACH	4.0	\$1,500.00	\$6,000.00	4.5	\$6,750.00	112.50%+
46	INTAKE, TYPE C TOP & INSERT	EACH	2.0	\$1,800.00	\$3,600.00	2.0	\$3,600.00	100.00%+
47	INTAKE, TYPE E TOP & INSERT	EACH	5.0	\$2,500.00	\$12,500.00	5.0	\$12,500.00	100.00%+
48	INTAKE, SINGLE FLAT, TOP	EACH	2.0	\$1,200.00	\$2,400.00	2.0	\$2,400.00	100.00%+
49	INTAKE, RA-5 TOP	EACH	3.0	\$1,100.00	\$3,300.00	1.0	\$1,100.00	33.33%+
50	INTAKE, RA-3 INSERT	EACH	1.0	\$800.00	\$800.00	3.0	\$2,400.00	300.00%+
51	INTAKE, TYPE B INSERT	EACH	3.0	\$1,500.00	\$4,500.00	3.0	\$4,500.00	100.00%+
52	INTAKE, TYPE C INSERT	EACH	1.0	\$1,400.00	\$1,400.00	1.0	\$1,400.00	100.00%+
53	INTAKE, TYPE D INSERT	EACH	1.0	\$1,850.00	\$1,850.00	1.0	\$1,850.00	100.00%+
54	MANHOLE, ADJUSTMENT, MINOR	EACH	39.0	\$1,000.00	\$39,000.00	39.0	\$39,000.00	100.00%+
55	MANHOLE, STORM SEWER, SW-401	EACH	5.0	\$3,400.00	\$17,000.00	5.0	\$17,000.00	100.00%+
56	MANHOLE, SANITARY SEWER, SW-301	EACH	14.0	\$6,400.00	\$89,600.00	13.0	\$83,200.00	92.86%+
57	SEWER, STORM, 12 IN. PLASTIC, PERFORATED	L.F.	176.0	\$50.00	\$8,800.00	176.0	\$8,800.00	100.00%+
58	SEWER, STORM, 12 IN. RCP, 2000D	L.F.	23.0	\$55.00	\$1,265.00	23.0	\$1,265.00	100.00%+
59	SEWER, STORM, 15 IN. PLASTIC PERFORATED	L.F.	2245.0	\$53.00	\$118,985.00	2,273.0	\$120,469.00	101.25%+
60	SEWER, STORM, 15 IN. R.C.P. 2000D	L.F.	613.0	\$55.00	\$33,715.00	459.0	\$25,245.00	74.88%+
61	SEWER, STORM, 18 IN. PLASTIC PERFORATED	L.F.	592.0	\$58.00	\$34,336.00	592.0	\$34,336.00	100.00%+
62	SEWER, STORM, 24 IN. PLASTIC, PERFORATED	L.F.	103.0	\$75.00	\$7,725.00	137.0	\$10,275.00	133.01%+
63	SEWER, STORM, 24 IN. RCP, 2000D	L.F.	34.0	\$95.00	\$3,230.00	0.0	\$0.00	0.00%+
64	SEWER, STORM, 36" PLASTIC, PERFORATED	L.F.	106.0	\$95.00	\$10,070.00	106.0	\$10,070.00	100.00%+
65	SPECIAL PIPE CONNECTIONS, SW-211	EACH	2.0	\$650.00	\$1,300.00	4.0	\$2,600.00	200.00%+
66	GRANULAR BACKFILL	TONS	500.0	\$24.50	\$12,250.00	685.8	\$16,801.86	137.16%+
67	SUBDRAIN, PERFORATED, 6 IN.	L.F.	13173.0	\$9.35	\$123,167.55	11,746.0	\$109,825.10	89.17%+
68	SUBDRAIN, PERFORATED, 8 IN.	L.F.	420.0	\$10.25	\$4,305.00	420.0	\$4,305.00	100.00%+
69	SUBDRAIN, OUTLET, 6 IN. C.M.P.	EACH	45.0	\$300.00	\$13,500.00	44.0	\$13,200.00	97.78%+
70	SUBDRAIN, OUTLET, 8 IN. C.M.P.	EACH	2.0	\$315.00	\$630.00	2.0	\$630.00	100.00%+
71	SUBDRAIN, SUMP PUMP TAP	EACH	129.0	\$260.00	\$33,540.00	111.0	\$28,860.00	86.05%+
72	FIELD TILE, 4 IN. TO 8 IN., FIELD REPAIR	L.F.	70.0	\$16.00	\$1,120.00	0.0	\$0.00	0.00%+
73	MAILBOXES, RELOCATE & REINSTALL (PER POST)	EACH	21.0	\$500.00	\$10,500.00	40.0	\$20,000.00	190.48%+
74	TRAFFIC CONTROL	L.S.	1.0	\$25,000.00	\$25,000.00	1.0	\$25,000.00	100.00%+
75	FLAGGERS	DAYS	7.0	\$500.00	\$3,500.00	0.0	\$0.00	0.00%+
76	VALVE ADJUSTMENT	EACH	7.0	\$255.00	\$1,785.00	12.0	\$3,060.00	171.43%+
77	SPRINKLER HEADS, REMOVE & PLUG	EACH	7.0	\$85.00	\$595.00	0.0	\$0.00	0.00%+
78	PAVEMENT MARKINGS, PAINTED	STA.	130.2	\$35.00	\$4,557.00	137.8	\$4,823.00	105.84%+
79	PAVEMENT MARKINGS, PAINTED SYMBOLS	EACH	27.0	\$60.00	\$1,620.00	27.0	\$1,620.00	100.00%+
80	INTAKE WELL, SEDIMENT FILTER	EACH	83.0	\$230.00	\$19,090.00	0.0	\$0.00	0.00%+
81	INTAKE, SEDIMENT FILTER	L.F.	872.0	\$6.00	\$5,232.00	0.0	\$0.00	0.00%+
82	CLEANING OF SEDIMENT FILTER BASINS	EACH	63.0	\$150.00	\$9,450.00	0.0	\$0.00	0.00%+
83	SIGN POST, SQUARE TUBING 14 GAUGE 2" GALVANIZED	L.F.	526.0	\$9.00	\$4,734.00	263.5	\$2,371.50	50.10%+
84	RECEIVER, SIGN POST, SQUARE TUBING 12 GAUGE 2 1/4" GALVANIZED	EACH	50.0	\$30.00	\$1,500.00	28.0	\$840.00	56.00%+
85	TYPE A SIGNS, ALUMINUM	S.F.	276.0	\$20.00	\$5,520.00	175.0	\$3,500.00	63.41%+
86	STREET SWEEPING	HRS.	40.0	\$150.00	\$6,000.00	0.0	\$0.00	0.00%+
87	BASE, CLEANING AND PREPARATION	S.Y.	51673.1	\$1.05	\$54,256.76	44,627.7	\$46,859.09	86.37%+
88	3000LB PCC MIX	C.Y.	12.5	\$390.00	\$4,875.00	0.0	\$0.00	0.00%+
89	SAW AND SEAL JOINTS	L.F.	9929.0	\$5.75	\$57,091.75	9,929.0	\$57,091.75	100.00%+
90	SEWER, SANITARY, 8" TRUSS PIPE	L.F.	100.0	\$150.00	\$15,000.00	100.0	\$15,000.00	100.00%+
91	SEWER, SANITARY, 4" SDR 23.5	L.F.	40.0	\$110.00	\$4,400.00	123.0	\$13,530.00	307.50%+
92	PIPE, 6" SJ DIP (POLYETHYLENE WRAPPED)	L.F.	85.0	\$65.00	\$5,525.00	128.5	\$8,352.50	151.18%+
93	PIPE, 8" SJ DIP (POLYETHYLENE WRAPPED)	L.F.	3277.0	\$53.50	\$175,319.50	3,130.5	\$167,481.75	95.53%+
94	BEND, 8" MJ 11.25°	EACH	1.0	\$300.00	\$300.00	0.0	\$0.00	0.00%+

95	BEND, 8" MJ 22.5°	EACH	2.0	\$300.00	\$600.00	1.0	\$300.00	50.00%	Item 19.
96	BEND, 8" MJ 45°	EACH	2.0	\$300.00	\$600.00	10.0	\$3,000.00	500.00%	
97	BEND, 4" MJ 90°	EACH	8.0	\$250.00	\$2,000.00	8.0	\$2,000.00	100.00%	
98	BEND, 6" MJ 90°	EACH	9.0	\$275.00	\$2,475.00	8.0	\$2,200.00	88.89%	
99	BEND, 8" MJ 90°	EACH	8.0	\$300.00	\$2,400.00	5.0	\$1,500.00	62.50%	
100	TEE, 8" X 6" MJ	EACH	3.0	\$385.00	\$1,155.00	11.0	\$4,235.00	366.67%	
101	TEE, 8" X 8" MJ	EACH	2.0	\$410.00	\$820.00	0.0	\$0.00	0.00%	
102	TEE, 6" X 6" MJ X SW	EACH	1.0	\$335.00	\$335.00	1.0	\$335.00	100.00%	
103	TEE, 8" X 6" MJ X SW	EACH	4.0	\$360.00	\$1,440.00	2.0	\$720.00	50.00%	
104	REDUCER, 8" X 4" MJ X PE	EACH	5.0	\$285.00	\$1,425.00	4.0	\$1,140.00	80.00%	
105	REDUCER, 8" X 6" MJ X PE	EACH	2.0	\$285.00	\$570.00	4.0	\$1,140.00	200.00%	
106	REDUCER, 12" X 6" MJ X PE	EACH	1.0	\$310.00	\$310.00	1.0	\$310.00	100.00%	
107	8" X 18" HOLDING SPOOL	EACH	5.0	\$350.00	\$1,750.00	1.0	\$350.00	20.00%	
108	SLEEVE, 4" X 12" SOLID	EACH	4.0	\$260.00	\$1,040.00	0.0	\$0.00	0.00%	
109	SLEEVE, 6" X 12" SOLID	EACH	4.0	\$285.00	\$1,140.00	3.0	\$855.00	75.00%	
110	SLEEVE, 8" X 12" SOLID	EACH	2.0	\$310.00	\$620.00	0.0	\$0.00	0.00%	
111	VALVE, 6" MJ GATE W/ BOX	EACH	2.0	\$1,650.00	\$3,300.00	3.0	\$4,950.00	150.00%	
112	VALVE, 8" MJ GATE W/ BOX	EACH	7.0	\$1,950.00	\$13,650.00	8.0	\$15,600.00	114.29%	
113	TAPPING IN VALVE & SLEEVE, 12" X 6" W/ BOX	EACH	6.0	\$3,000.00	\$18,000.00	6.0	\$18,000.00	100.00%	
114	CAP, 4" MJ	EACH	5.0	\$125.00	\$625.00	8.0	\$1,000.00	160.00%	
115	CAP, 6" MJ	EACH	10.0	\$135.00	\$1,350.00	11.0	\$1,485.00	110.00%	
116	CAP, 8" MJ	EACH	1.0	\$160.00	\$160.00	2.0	\$320.00	200.00%	
117	HYDRANT ASSEMBLY	EACH	14.0	\$4,500.00	\$63,000.00	15.0	\$67,500.00	107.14%	
118	REMOVE HYDRANT ASSEMBLY	EACH	6.0	\$1,200.00	\$7,200.00	4.0	\$4,800.00	66.67%	
119	MECHANICAL JOINT RESTRAINT, 4"	EACH	21.0	\$115.00	\$2,415.00	26.0	\$2,990.00	123.81%	
120	MECHANICAL JOINT RESTRAINT, 6"	EACH	22.0	\$120.00	\$2,640.00	35.0	\$4,200.00	159.09%	
121	MECHANICAL JOINT RESTRAINT, 8"	EACH	35.0	\$125.00	\$4,375.00	78.0	\$9,750.00	222.86%	
122	JOINT RESTRAINT GASKET, 6"	EACH	4.0	\$175.00	\$700.00	1.0	\$175.00	25.00%	
123	JOINT RESTRAINT GASKET, 8"	EACH	30.0	\$200.00	\$6,000.00	29.0	\$5,800.00	96.67%	
124	WATER SERVICE, SHORTSIDE, 3/4"	EACH	36.0	\$1,250.00	\$45,000.00	28.0	\$35,000.00	77.78%	
125	WATER SERVICE, LONGSIDE, 3/4"	EACH	25.0	\$1,650.00	\$41,250.00	35.0	\$57,750.00	140.00%	
126	WATER SERVICE, LONGSIDE, 1"	EACH	1.0	\$2,000.00	\$2,000.00	1.0	\$2,000.00	100.00%	
127	6" NITRIL GASKETS	EACH	25.0	\$115.00	\$2,875.00	0.0	\$0.00	0.00%	
128	8" NITRIL GASKETS	EACH	25.0	\$120.00	\$3,000.00	1.0	\$120.00	4.00%	
129	CASTING/CHIMNEY REPLACEMENT PCC MANHOLE IN PAVEMENT	EACH	16.0	\$2,000.00	\$32,000.00	15.0	\$30,000.00	93.75%	
7000	SAW CUTTING FOR REMOVALS	L.F.	0.0	\$5.50	\$0.00	0.0	\$0.00	100.00%	
7001	PAVEMENT MARKINGS, PAINTED	STA.	0.0	\$35.00	\$0.00	0.0	\$0.00	100.00%	
7002	MODIFIED SUBBASE, 12 IN.	S.Y.	0.0	\$13.30	\$0.00	0.0	\$0.00	100.00%	
7003	COMPACTION OF SUBGRADE	STA.	0.0	\$250.00	\$0.00	0.0	\$0.00	100.00%	
7004	HYDRAULIC SEEDING	S.F.	0.0	\$0.40	\$0.00	0.0	\$0.00	100.00%	
7005	SIDEWALK, P.C.C., 4 IN., CLASS "C"	S.Y.	0.0	\$40.00	\$0.00	0.0	\$0.00	100.00%	
7006	INTAKE, SW-507	EACH	0.0	\$3,900.00	\$0.00	0.0	\$0.00	100.00%	
7007	INTAKE, SW-508	EACH	0.0	\$4,300.00	\$0.00	0.0	\$0.00	100.00%	
7008	SEWER, STORM, 18 IN. PLASTIC PERFORATED	L.F.	0.0	\$58.00	\$0.00	0.0	\$0.00	100.00%	
7009	SUBDRAIN, OUTLET, 6 IN. C.M.P.	EACH	0.0	\$9.35	\$0.00	0.0	\$0.00	100.00%	
8000	WATERMAIN VALMATIC VALVE	EACH	1.0	\$11,250.00	\$11,250.00	1.0	\$11,250.00	100.00%	
8001	TRAFFIC CONTROL DETOUR SIGNING	L.S.	1.0	\$990.00	\$990.00	1.0	\$990.00	100.00%	
8002	PAVEMENT, STAND. OR SLIP-FORM, P.C.C., 9 IN., CLASS "C"	S.Y.	0.0	\$47.00	\$0.00	0.0	\$0.00	100.00%	
8003	EXCAVATION, CLASS 10, ROADWAY WASTE	C.Y.	0.0	\$5.00	\$0.00	0.0	\$0.00	100.00%	
8004	STRIP TOPSOIL	C.Y.	0.0	\$3.50	\$0.00	0.0	\$0.00	100.00%	
8005	RESPREAD TOPSOIL CYBER LANE	C.Y.	0.0	\$11.50	\$0.00	0.0	\$0.00	100.00%	
8006	SEWER, STORM, 18 IN. R.C.P. 2000D	L.F.	0.0	\$65.00	\$0.00	0.0	\$0.00	100.00%	
8007	SEWER, STORM, 30" PLASTIC, PERFORATED	L.F.	0.0	\$90.00	\$0.00	0.0	\$0.00	100.00%	
8008	SEWER, STORM, 30 IN. R.C.P. 2000D	L.F.	0.0	\$95.00	\$0.00	0.0	\$0.00	100.00%	
8009	FLARED END, RCP 30"	EACH	0.0	\$1,200.00	\$0.00	0.0	\$0.00	100.00%	
8010	PIPE, 12" SJ DIP (POLYETHYLENE WRAPPED)	L.F.	364.5	\$68.50	\$24,968.25	364.5	\$24,968.25	100.00%	
8011	HYDRANT ASSEMBLY	EACH	2.0	\$4,500.00	\$9,000.00	2.0	\$9,000.00	100.00%	
8012	12TH STREET WATER TOWER WORK	L.S.	1.0	\$2,073.20	\$2,073.20	1.0	\$2,073.20	100.00%	
8013	EAST STREET WATERMAIN WORK	L.S.	1.0	\$4,325.20	\$4,325.20	1.0	\$4,325.20	100.00%	
8014	4TH STREET STORM SEWER POROUS BACKFILL	L.S.	1.0	\$3,251.40	\$3,251.40	1.0	\$3,251.40	100.00%	
8015	12TH STREET ROCK AND EQUIPMENT TIME MOVING SCHOOL BUILDING	L.S.	1.0	\$2,356.80	\$2,356.80	1.0	\$2,356.80	100.00%	
8017	EAST STREET ROCK AND EQUIPMENT TIME FOR DRIVEWAYS AT WATERMAIN LOCA	L.S.	1.0	\$328.40	\$328.40	1.0	\$328.40	100.00%	
8018	PHEASANT DRIVE SAW CUTTING OF INTAKE TOPS(IOWA WALL SAWING)	L.S.	1.0	\$4,251.50	\$4,251.50	1.0	\$4,251.50	100.00%	
8019	ALLEY EXTRA FENCING AND TRAFFIC CONTROL FOR STURGIS CELEBRATION	L.S.	1.0	\$330.00	\$330.00	1.0	\$330.00	100.00%	
8020	12TH STREET EXTRA TRAFFIC CONTROL PER PUBLIC REQUEST	L.S.	1.0	\$330.00	\$330.00	1.0	\$330.00	100.00%	
8021	PHEASANT DRIVE HANDICAP DROP SAW CUT	L.S.	1.0	\$385.00	\$385.00	1.0	\$385.00	100.00%	
8022	LIQUIDATED DAMAGES (DEDUCT) VERALTA STREET	DAYS	8.0	-\$400.00	-\$3,200.00	8.0	-\$3,200.00	100.00%	
8023	TODD VAN DORN MOBILIZATIONS	EACH	2.0	\$330.00	\$660.00	2.0	\$660.00	100.00%	
8024	SW-509 INTAKE WITH TYPE D TOP	EACH	3.0	\$4,850.00	\$14,550.00	3.0	\$14,550.00	100.00%	
8025	E-JOINT FOR MANHOLE BOXOUTS	L.S.	1.0	\$317.86	\$317.86	1.0	\$317.86	100.00%	
8026	EXTRA WORK FOR SANITARY MANHOLES (OLIVE STREET & IOWA STREET)	L.S.	1.0	\$2,659.00	\$2,659.00	1.0	\$2,659.00	100.00%	
8027	EROSION CONTROL - CONVENTIONAL MULCHING	ACRE	1.5	\$3,300.00	\$4,950.00	0.62	\$2,046.00	41.33%	
8028	COLD WEATHER PROTECTION	S.Y.	500.0	\$1.00	\$500.00	1,897.6	\$1,897.60	379.52%	
8029	LIQUIDATED DAMAGES (DEDUCT) IOWA STREET	DAYS	19.0	-\$400.00	-\$7,600.00	19.0	-\$7,600.00	100.00%	
8030	LIQUIDATED DAMAGES (DEDUCT) W. 12th STREET	DAYS	26.0	-\$400.00	-\$8,800.00	22.0	-\$8,800.00	100.00%	
8031	LIQUIDATED DAMAGES (DEDUCT) W. 4th STREET	DAYS	7.0	-\$400.00	-\$2,800.00	7.0	-\$2,800.00	100.00%	
8032	TEE, 12" X 6" MJ	EACH	2.0	\$550.00	\$1,100.00	1.0	\$550.00	50.00%	
8033	SLEEVE, 12" X 12" SOLID	EACH	1.0	\$450.00	\$450.00	1.0	\$450.00	100.00%	
8034	JOINT RESTRAINT GASKET, 12"	EACH	3.0	\$300.00	\$900.00	1.0	\$300.00	33.33%	
8035	BEND, 12" MJ 45°	EACH	4.0	\$450.00	\$1,800.00	1.0	\$450.00	25.00%	
8036	MECHANICAL JOINT RESTRAINT, 12"	EACH	14.0	\$275.00	\$3,850.00	1.0	\$275.00	7.14%	

Total Amount of Work Done To Date :	\$4,907,333.07
Percent of Work Done to Date :	105.0%
Prepaid Inventory Value : (See Attachment)	\$0.00
Total Project Cost (Bid)	\$4,676,551.93
Deduction :	\$0.00
Less Retained Percentage (5%) :	\$0.00
Less Previous Payments :	\$4,661,966.42
AMOUNT DUE THIS ESTIMATE :	\$245,366.65

CHECKED BY:

SIGNED:

*Matthew Tolan*

Matthew Tolan, EI  
Civil Engineer II

ITEM DENOTATION :

+ = Final Quantity

*Matt Bohlen*

8/7/2020

Signed:

Peterson Contractors Inc.



DATE : 7/16/2020
CONTRACT AMOUNT : \$4,676,551.93
CONTRACTOR : Peterson Contractors, Inc.

CITY OF CEDAR FALLS
DEPARTMENT OF COMMUNITY DEVELOPMENT
ENGINEERING DIVISION

BREAKDOWN OF COSTS

PROJECT NAME : 2018 Street Construction
CITY PROJECT # : RC-000-3141

Table with columns: ITEM NUMBER, DESCRIPTION, UNITS, ESTIMATED QUANTITY, UNIT PRICE, EXTENDED PRICE, INSTALLED UNITS TO DATE, VALUE COMPLETED, and DISTRIBUTION OF FUNDS (Division 1 Tiff District, Division 2 SRF, Division 3 SCF, Division 4 CFU, Division 5 LOST).

Summary table with rows: Sub-Total, Project Total, CFU Subtotal Total + Terracon Testing.

## Performance, Payment and Maintenance Bond

SURETY BOND NO. 106807470

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 Four million six hundred seventy-six thousand five hundred fifty-one dollars and ninety-three cents (\$4,676,551.93), 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 5<sup>th</sup> day of March, 2018, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

**2018 Street Construction Project  
Paving/ Subdrainage  
Project RC-000-3141**

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Owner from all outlay and expense incurred by the Owner by reason of the Contractor's default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Owner is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.
3. **MAINTENANCE:** The Contractor and the Surety on this Bond hereby agree, at their own expense:



- A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of  2  year (s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
- B. To keep all work in continuous good repair; and
- C. To pay the Owner's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Owner all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

**Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.**

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
- B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this bond shall then be released as to such excess increase; and
- C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- D. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Owner including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys fees (including overhead expenses of the Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Owner will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Owner incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Owner whole for all such outlay and expense, provided that the Surety's obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be in the Iowa District Court for Polk County, State of Iowa. If legal action is required by the Owner to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Owner, the Contractor and the Surety agree, jointly, and severally, to pay the Owner all outlay and expense incurred therefor by the Owner. All rights, powers, and remedies of the Owner hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Owner, by law. The Owner may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Project No. RC-000-3141

Witness our hands, in triplicate, this 5th day of March, 2018.

**Surety Countersigned By:**

Not Required  
Signature of Agent

\_\_\_\_\_  
Printed Name of Agent

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Company Telephone Number

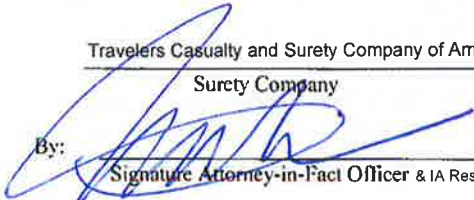
**PRINCIPAL:**

Peterson Contractors, Inc.  
Contractor

By:   
Signature  
President  
Title

**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

Holmes, Murphy and Associates, LLC  
Company Name

P.O. Box 9207  
Company Address

Des Moines, IA 50306-9207  
City, State, Zip Code

(515) 223-6800  
Company Telephone Number

**FORM APPROVED BY:**

\_\_\_\_\_  
Attorney for Owner

**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.



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In-Fact No. 231471

Surety Bond No. or Project Description: 106807470
Principal: Peterson Contractors, Inc.
Obligee: City of Cedar Falls

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Craig E. Hansen, Jay D. Freiermuth, Brian M. Deimerly, Cindy Bennett, Anne Crowner, Tim McCulloh, Stacy Venn, Shirley S. Bartenhagen, and Dione R. Young of the City of West Des Moines State of Iowa, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, 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 24th day of October, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut

City of Hartford ss.

By:

Robert L. Raney, Senior Vice President

On this the 24th day of October, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty 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 the corporations 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.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty 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

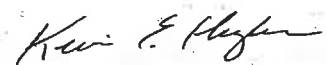
**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is 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 Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty 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 is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed the seals of said Companies this 5th day of March, 2018.



Kevin E. Hughes, Assistant Secretary



**To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.**

## 2018 Reconstruction Project

### Lien waivers

Completed 6/30/20 JCH

#### PCI (Prime to Subs)

Cunningham Construction- 5/15/20

Meli construction- 5/19/20

Service Signing- 5/26/20

Laser Line Striping- 11/15/19

Aspro- 11/14/19

Matthias landscaping- 5/15/20

TVD- 6/10/20

SOS- 6/23/20

#### PCI (Suppliers) ✓

Utility Equipment- 11/14/19

Forterra- 1/29/2020

Benton's Concrete- 11/14/19

BMC- 11/4/19

Trucking- Walters 11/14/19, Boulder- 12/15/19, Cedar Valley- 11/14/19, Dave Gardner- 1/29/20  
Hayes Bros- 1/29/20, HHPH- 11/15/19, Triple D- 2/8/20, VeraCity- 11/14/19  
Coleman Moore- 12/13/20

Leymaster tile- 11/12/19

Northern iowa construction products- 11/14/19

#### Cunningham Construction (Suppliers) ✓

Benton's Concrete- 8/20/19

Steel- Logan Supply- 4/12/19

~~Profilometer CMT-~~

~~Grinding of Construction~~

## 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:


2018 Cedar Falls Street Reconstruction  
in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Cunningham Construction Co.

Date: 5/15/2020

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:

5/15/2020  
\_\_\_\_\_  
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:

2018 Cedar Falls Street Reconstruction  
in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Meli LLC

Date: 5-17-20

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:

Ismael MEKANOVIC

Lienor or Claimant

Position or Title of Lienor with Subcontractor/Supplier Company: owner

5-17-20  
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:

2018 Cedar Falls Street Reconstruction  
in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Service Signing LC

Date:

May 26, 2020

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:

*Criste Hagedorn Office Manager*

Lienor or Claimant

Position or Title of Lienor with Subcontractor/Supplier Company:

May 26, 2020

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:

2018 Cedar Falls Street Reconstruction  
in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Matthias Landscaping Co

Date:

5/15/20

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:



PRESIDENT

Lienor or Claimant

Position or Title of Lienor with Subcontractor/Supplier Company: SUB

5/15/20

Date Signed

5-17-20

STETSONS  
AOPANELS

TVD

WAIVER OF LIEN

To All Whom It May Concern:  
In consideration of the sum of \$1.00, or 11,900.77 Dollars,

and other valuable consideration in hand paid, the receipt whereof is hereby acknowledged, the undersigned does hereby waive, release, and relinquish any and all liens or claims, or right to lien or claim, for labor or

materials, or both, furnished to date hereof, for premises known and described as:  
Street & 2018 CEDAR FALLS  
Number CONSTRUCTION #17526 City CEDAR FALLS

County Blackhawk State of Iowa

Witness the hand and seal given this 20 day

of May 2020 City of Des Moines State of IA  
(Sign Stetson Building Products LLC (Firm's Name)

(Trade Building Products)  
By Treville Mohr (Authorized Agent)

TUD

**WAIVER OF LIEN**

BENTON'S  
READY MIX  
CONCRETE

To All Whom It May Concern:  
In consideration of the sum of \$100, or 59,099.76 Dollars,

and other valuable consideration in hand paid, the receipt whereof is hereby acknowledged, the undersigned does hereby waive, release, and relinquish any and all liens or claims, or right to lien or claim, for labor or materials, or both, furnished to date hereof, for premises known and described as:  
Street & 2018 CEDAR FALLS  
Number CONSTRUCTION #17526 City CEDAR FALLS

County Blackhawk State of IOWA

Witness the hand and seal given this 20 day

of May City of Cedar Falls State of Iowa

(Sign) Benton's Ready Mix  
(Firm's Name)

(Trade Concrete)  
By Caleb Benton  
(Authorized Agent)

FINAL LIEN WAIVER  
RELEASE BY CLAIMANTS

The undersigned, having received payment in full for all labor,  
Materials, supplies, or equipment supplied to:

K Cunningham Construction

Contractor

Or to any subcontractor/supplier, in the construction or repair of the  
Improvements upon the property located at:

Cedar Falls Street Construction 2018, Cedar Falls, IA

And furnished in the execution and fulfillment of contract between  
Said Contractor and

Logan Contractor Supply, Inc.

Subcontractor/Supplier

Dated: APRIL 12, 2019

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 and the owner thereof:

Julie Kroll  
\_\_\_\_\_  
Julie Kroll, CFO

Lienor or Claimant

APRIL 12, 2019

Date Signed

INV# N03216

FINAL LIEN WAIVER  
RELEASE BY CLAIMANTS

The undersigned, having received payment in full for all labor,  
Materials, supplies, or equipment supplied to:

K Cunningham Construction

Contractor

Or to any subcontractor/supplier, in the construction or repair of the  
Improvements upon the property located at:

Cedar Falls Street Construction 2018, Cedar Falls, IA

And furnished in the execution and fulfillment of contract between  
Said Contractor and

Logan Contractor Supply, Inc.

Subcontractor/Supplier

Dated: APRIL 12, 2019

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 and the owner thereof:

Julie Kroll  
Julie Kroll, CFO  
Lienor or Claimant

APRIL 12, 2019

Date Signed

INV# N03216

FINAL LIEN WAIVER  
RELEASE BY CLAIMANTS

The undersigned, having received payment in full for all labor,  
Materials, supplies, or equipment supplied to:

K Cunningham Construction

Contractor

Or to any subcontractor/supplier, in the construction or repair of the  
Improvements upon the property located at:

Cedar Falls Street Construction 2018, Cedar Falls, IA

And furnished in the execution and fulfillment of contract between  
Said Contractor and

Benton's Ready Mixed Concrete, Inc.

Subcontractor/Supplier

Dated: 8-20-19

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 and the owner thereof:



Lienor or Claimant

8-20-19

Date Signed

FINAL LIEN WAIVER  
RELEASE BY CLAIMANTS

The undersigned, having received payment in full for all labor,  
Materials, supplies, or equipment supplied to:

K Cunningham Construction

Contractor

Or to any subcontractor/supplier, in the construction or repair of the  
Improvements upon the property located at:

Cedar Falls Street Construction 2018, Cedar Falls, IA

And furnished in the execution and fulfillment of contract between  
Said Contractor and

Benton's Ready Mixed Concrete, Inc.

Subcontractor/Supplier

Dated: 8-20-19

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 and the owner thereof:

Clemmie Benton

Lienor or Claimant

8-20-19

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:

2018 Cedar Falls Street Reconstruction  
in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Laser Line Striping & Sweeping

Date: 11/15/19

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:

Dean A Weikert  
\_\_\_\_\_  
Lienor or Claimant

Position or Title of Lienor with Subcontractor/Supplier Company:

Owner

11/15/19  
\_\_\_\_\_  
Date Signed

No suppliers exceeded the \$1000 dollar  
Amount

Thanks  
Dean

Laser line

## 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:

2018 Cedar Falls Street Reconstruction  
in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Aspro, Inc.

Date: 11/13/19

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*

11/13/19  
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. (Aspro)

Or to any subcontractor, in the construction or repair of the improvements upon the property or project located at:

2018 Cedar Falls Street Reconstruction  
in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

B & B BUILDERS & SUPPLY

Date: 11/14/19

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:

*Robert Bruestem*  
\_\_\_\_\_  
Lienor or Claimant

Position or Title of Lienor with Subcontractor/Supplier Company: OWNER

11/14/19  
\_\_\_\_\_  
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. (Aspro)

Or to any subcontractor, in the construction or repair of the improvements upon the property or project located at:

2018 Cedar Falls Street Reconstruction  
in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

MANATT'S, INC.

Date: 11/18/19

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:

Bob Minton  
Lienor or Claimant

Position or Title of Lienor with Subcontractor/Supplier Company:

Milling Division Manager Manatt's Inc.

11/18/19  
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:

2018 Cedar Falls Street Reconstruction  
in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

BMC Aggregates LC

Date: 11/14/19

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: *Managing Member*

11/14/19  
\_\_\_\_\_  
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:

2018 Cedar Falls Street Reconstruction  
in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Benton's Ready Mixed Concrete

Date: 11/14/19

Do (does) hereby release and walver 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:

Forrest Benton

Forrest Benton

Lienor or Claimant

Position or Title of Lienor with Subcontractor/Supplier Company: Vice President

11/14/19

Date Signed

Item 19.

### 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:

2018 Cedar Falls Street Reconstruction  
in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Bob Walters Son Trucking *Barbara S Walters*

Date: 11-14-2019

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:

*Barbara S Walters*  
Lienor or Claimant

Position or Title of Lienor with Subcontractor/Supplier Company:

11-14-2019  
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:


2018 Cedar Falls Street Reconstruction  
in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and


Boulder Contracting LLC

Date:  12/5/19

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:

  
signature above  
Lienor or Claimant

Position or Title of Lienor with Subcontractor/Supplier Company:

 12-5-19  
Date Signed

Item 19.

### 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:

2018 Cedar Falls Street Reconstruction  
in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Cedar Valley Trucking LLC

Date:

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:

*Bud Lucas*      *President*

Lienor or Claimant

Position or Title of Lienor with Subcontractor/Supplier Company:

*11/14/19*  
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:

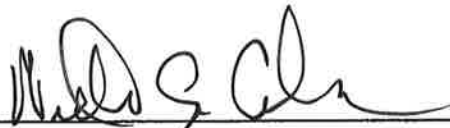
2018 Cedar Falls Street Reconstruction  
in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Coleman Moore Company

Date:

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**

2/13/20  
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:

2018 Cedar Falls Street Reconstruction  
in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Dave Gardner Construction

Date: 1/29/20

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:

Dave Gardner  
Lienor or Claimant

Position or Title of Lienor with Subcontractor/Supplier Company: OWNER

1/29/20  
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:

2018 Cedar Falls Street Reconstruction  
in the City of Cedar Falls, Iowa


And furnished in the execution and fulfillment of contract between said contractor and

Forterra

Date: 1-29-2020

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: 

1-29-2020  
\_\_\_\_\_  
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:

2018 Cedar Falls Street Reconstruction  
in the City of Cedar Falls, Iowa

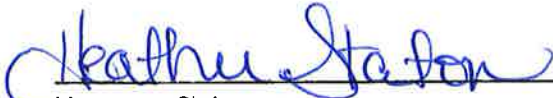
And furnished in the execution and fulfillment of contract between said contractor and

Hayes Bros LLC

Date:

January 29, 2020

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: Office Admin.

1-29-2020  
\_\_\_\_\_

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:

2018 Cedar Falls Street Reconstruction  
in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Hudson Hardware Plumbing & Heating

Date: 11-15-19

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:

11-15-19  
\_\_\_\_\_  
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:

2018 Cedar Falls Street Reconstruction  
in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Leymaster Tile LLC

Date: 12 Nov 2019

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: Owner

12 Nov 2019  
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:

2018 Cedar Falls Street Reconstruction  
in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Northern Iowa Construction Products

Date:

11-14-19

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:

Kyle Stummer owner  
Lienor or Claimant

Position or Title of Lienor with Subcontractor/Supplier Company:

11-14-19  
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:

2018 Cedar Falls Street Reconstruction  
in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Triple D Enterprises LLP 

Date: 2-8-2020

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:

(signature above)  
\_\_\_\_\_  
Lienor or Claimant

Position or Title of Lienor with Subcontractor/Supplier Company:

\_\_\_\_\_  
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:

2018 Cedar Falls Street Reconstruction  
in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Utility Equipment Co

Date: NOVEMBER 14, 2019

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 MICHAEL R CORYN, PRESIDENT

Position or Title of Lienor with Subcontractor/Supplier Company:

NOVEMBER 14, 2019  
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:

2018 Cedar Falls Street Reconstruction  
in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Veracity Excavating LLC

Date: 11-14-2019

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: owner/subcontractor

11-14-19  
Date Signed



3170 Wagner Road

Waterloo IA 50703

319-226-6000 319-226-6003 F

**WAIVER OF MECHANIC'S LIEN**

I/We, the undersigned, have been employed by Matthias Landscaping Co. Waterloo, IA, to furnish labor and /or materials for the construction, repair or reconstruction, or improvements to the landscape at the location known as:

**2018 CF Construction Project (2018 CF Recon)**

Cedar Falls IA 50613

**General Contractor:**

Peterson Contractors

PO Box A

Reinbeck IA 50669

In Black Hawk Country, Iowa,

For and in consideration of our employment to furnish said labor and /or materials, I/We do hereby waive and release any and all rights, or claims or rights, to file and establish a mechanic's lien against the above-mentioned building, and improvements, and the above-described premises, given to us under the provisions of the statutes and laws of the State of Iowa, relating to mechanic's liens on account of labor or materials, or both, furnished, or which may be furnished, by us for, and on, the above-mentioned building, and the above-described premises.

Executed this 14 day of November, 2019

COMPANY: Oleson Sod Farm  
2508 Hearst Rd.  
Cedar Falls IA 50613

BY: Jack Oleson

Title: Pres.

RELEASE BY CLAIMANTS

The undersigned, having received payment in full for all labor, materials, supplies, or equipment supplied to

MELI LLC

CONTRACTOR

or to any subcontractor, in the construction or repair of the improvements upon the property located at:

2018 Cedar Falls Construction Project  
BLACK HAWK IA

And furnished in the execution and fulfillment of contract between said contractor and

Stetson Building Products Inc  
OWNER

Dated

12-15-2018

do (does) hereby release and waive any and all claims, liens, and lien rights, of any kind, nature, or description whatsoever, against said property and the owner thereof

Muller

LIENOR OR CLAIMANT

2/12/2020

DATE SIGNED

RELEASE BY CLAIMANTS

The undersigned, having received payment in full for all labor, materials, supplies, or equipment supplied to

Mell LLC

CONTRACTOR

or to any subcontractor, in the construction or repair of the improvements upon the property located at:

2018 Cedar Falls construction Project  
Black Hawk IA

And furnished in the execution and fulfillment of contract between said contractor and

UECO  
OWNER

Dated 2-15-2018  
do (does) hereby release and waive any and all claims, liens, and lien rights, of any kind, nature, or description whatsoever, against said property and the owner thereof

Michael R. Coryn  
LIENOR OR CLAIMANT  
MICHAEL R CORYN, PRESIDENT

FEBRUARY 11, 2020  
DATE SIGNED

RELEASE BY CLAIMANTS

The undersigned, having received payment in full for all labor, materials, supplies, or equipment supplied to

Meli LLC

\_\_\_\_\_  
CONTRACTOR

or to any subcontractor, in the construction or repair of the improvements upon the property located at:

2018 Cedar Falls Construction Project  
Black Hawk IA

And furnished in the execution and fulfillment of contract between said contractor and

Benton's Ready Mixed  
OWNER

Dated 12-15-2018  
do (does) hereby release and waive any and all claims, liens, and lien rights, of any kind, nature, or description whatsoever, against said property and the owner thereof

Cramer Beata  
LIENOR OR CLAIMANT

2-14-20  
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:

2018 Cedar Falls Street Reconstruction  
in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Todd Van Dorn Construction

Date: 6-10-20

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: OWNER

6-10-20  
\_\_\_\_\_  
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:

2018 Cedar Falls Street Reconstruction  
in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Save Our Sewers, Inc.

Date:

*Mully P. Kelly*

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:

*Mully P. Kelly*

Lienor or Claimant

Position or Title of Lienor with Subcontractor/Supplier Company:

*6-23-2020*

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:** Matthew Tolan, EI, Civil Engineer II

**DATE:** August 13, 2020

**SUBJECT:** Levee/Floodwall System Improvements Project  
 Project No.: FL-000-1975  
 Project Final Out

The Levee/Floodwall System Improvements Project is completed and ready for final acceptance. This project involves raising the level of flood protection along the length of the levee by approximately two (2) feet and was under contract with Iowa Bridge & Culvert, LC. of Washington, Iowa. Attached please find the following final documents:

- Final Pay Estimate (releases retainage)
- Copy of Maintenance Bond, Iowa Bridge & Culvert, LC.

The following lien waivers have been received, reviewed by the Engineering Division and are on file with the City Clerk:

<u>Iowa Bridge &amp; Culvert, LC Suppliers:</u> Benton's Ready Mixed Concrete Inc. Construction Materials, Inc. Flood Control America Hi-Way Products, Inc.	<u>Iowa Bridge &amp; Culvert, LC Subcontractors:</u> K Cunningham Construction Co. Lovewell Fencing, Inc. Dirt to Turf JB Holland Construction, Inc. HRS, LLC/HR Surveying Lindner Painting, Inc. Seedorff Masonry K&W Electric, Inc. Service Signing, LC
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This project was funded by the Sales Tax Increment grant through the Iowa Flood Management Program. I certify that the public improvements for the Levee/Floodwall System Improvements Project were completed in reasonable compliance with the project plans and specifications.

  
 \_\_\_\_\_  
 Matthew Tolan

8/13/2020  
 \_\_\_\_\_  
 Date

xc: Chase Schrage, Director of Public Works  
 David Wicke, P.E., City Engineer  
 Lisa Roeding, Finance Manager

Iowa Bridge & Culvert  
 Pay Request - Release of Retainage  
 LEVEE/FLOODWALL SYSTEM IMPROVEMENTS  
 Project No. FL-000-1975  
 City of Cedar Falls

Item 20.

Contract Items				Iowa Bridge & Culvert		Work Completed to Date		Work Completed this Estimate		Work Completed Previously	
Item No.	Description	Units	Estimated Quantity	Unit Price	Extended	Qty	\$ Amount	Qty	\$ Amount	Qty	\$ Amount
1	Clearing and Grubbing	UHBT	56.80	\$30.00	\$1,704.00	56.8	\$1,704.00		\$0.00	56.8	\$1,704.00
2	Clearing and Grubbing	ACRE	0.13	\$30,000.00	\$3,900.00	0.13	\$3,900.00		\$0.00	0.13	\$3,900.00
3	Excavation for Floodwall, Class 20	CY	6221.00	\$10.50	\$65,320.50	6221	\$65,320.50		\$0.00	6221	\$65,320.50
4	Earthwork, Class 10	CY	32693.00	\$11.25	\$367,346.25	32693	\$369,933.75		\$0.00	32693	\$369,933.75
5	Inspection Trench	CY	1000.00	\$10.25	\$10,250.00	1000	\$10,250.00		\$0.00	1000	\$10,250.00
6	Topsoil, Strip, Salvage and Spread	CY	6265.00	\$7.75	\$48,553.75	6265	\$48,553.75		\$0.00	6265	\$48,553.75
7	Topsoil, Provide and Spread	CY	1362.00	\$23.75	\$32,347.50	1828	\$43,415.00		\$0.00	1828	\$43,415.00
8	Chain Link Fence Removal	LF	931.00	\$10.00	\$9,310.00	931	\$9,310.00		\$0.00	931	\$9,310.00
9	Chain Link Fence, Provide and Install	LF	931.00	\$38.00	\$35,378.00	931	\$35,378.00		\$0.00	931	\$35,378.00
10	Split Rail Fence Removal and Installation	LF	65.50	\$18.00	\$1,199.00	65.5	\$1,240.00		\$0.00	65.5	\$1,240.00
11	Remove Storm Sewer, 12"	LF	101.00	\$24.00	\$2,424.00	0	\$0.00		\$0.00	0	\$0.00
12	Structure Removal, Existing Wall	LS	1.00	\$37,500.00	\$37,500.00	1	\$37,500.00		\$0.00	1	\$37,500.00
13	Structure Removal, Existing Stairs	LS	1.00	\$4,800.00	\$4,800.00	1	\$4,800.00		\$0.00	1	\$4,800.00
14	Pavement Removal	SY	4815.70	\$4.25	\$20,466.73	2788	\$11,849.00		\$0.00	2788	\$11,849.00
15	Metal Storm Sewer Pipe, 102x52-Inch Arch Pipe	LF	21.00	\$595.00	\$12,495.00	24	\$14,280.00		\$0.00	24	\$14,280.00
16	102x52-Inch Arch Metal Apron	EA	1.00	\$4,000.00	\$4,000.00	1	\$4,000.00		\$0.00	1	\$4,000.00
17	Concrete Storm Sewer Pipe, 12-Inch Diameter	LF	26.00	\$196.00	\$5,096.00	0	\$0.00		\$0.00	0	\$0.00
18	Concrete Storm Sewer Pipe, 15-Inch Diameter	LF	92.20	\$55.00	\$5,071.00	92.2	\$5,071.00		\$0.00	92.2	\$5,071.00
19	Concrete Storm Sewer Pipe, 18-Inch Diameter	LF	597.80	\$42.00	\$25,107.60	597.8	\$25,107.60		\$0.00	597.8	\$25,107.60
20	12-Inch Diameter RCP Apron	EA	1.00	\$875.00	\$875.00	0	\$0.00		\$0.00	0	\$0.00
21	18-Inch Diameter RCP Apron	EA	1.00	\$990.00	\$990.00	1	\$990.00		\$0.00	1	\$990.00
22	Storm Sewer Inlets SW-545	EA	1.00	\$4,050.00	\$4,050.00	1	\$4,050.00		\$0.00	1	\$4,050.00
23	Storm Sewer Inlets SW-509	EA	2.00	\$4,750.00	\$9,500.00	2	\$9,500.00		\$0.00	2	\$9,500.00
24	Storm Sewer Manholes SW-402	EA	2.00	\$3,600.00	\$7,200.00	2	\$7,200.00		\$0.00	2	\$7,200.00
25	Gatevalve "A" Modifications	EA	1.00	\$6,100.00	\$6,100.00	1	\$6,100.00		\$0.00	1	\$6,100.00
26	Gatevalve "B" Modifications	EA	1.00	\$10,000.00	\$10,000.00	1	\$10,000.00		\$0.00	1	\$10,000.00
27	Gatevalve "C" Modifications	EA	1.00	\$10,400.00	\$10,400.00	1	\$10,400.00		\$0.00	1	\$10,400.00
28	Gatevalve "D" Modifications	EA	1.00	\$24,000.00	\$24,000.00	1	\$24,000.00		\$0.00	1	\$24,000.00
29	Gatevalve "E" Modifications	EA	1.00	\$10,000.00	\$10,000.00	1	\$10,000.00		\$0.00	1	\$10,000.00
30	Gatevalve "G" Modifications	EA	1.00	\$9,600.00	\$9,600.00	1	\$9,600.00		\$0.00	1	\$9,600.00
31	Gatevalve Modifications	EA	2.00	\$10,500.00	\$21,000.00	2	\$21,000.00		\$0.00	2	\$21,000.00
32	Sanitary Sewer Manhole Adjustment, Major	EA	1.00	\$2,750.00	\$2,750.00	2	\$5,500.00		\$0.00	2	\$5,500.00
33	Sanitary Sewer Cleanouts, SW-203	EA	2.00	\$1,325.00	\$2,650.00	2	\$2,650.00		\$0.00	2	\$2,650.00
34	Steel Claving Pipe for Sanitary Sewer, 6" O.D.	LF	120.00	\$175.00	\$21,000.00	120	\$21,000.00		\$0.00	120	\$21,000.00
35	Valve Box	EA	2.00	\$2,400.00	\$4,800.00	2	\$4,800.00		\$0.00	2	\$4,800.00
36	Sanitary Sewer, 1.25' HDPE, Trenchless	LF	376.30	\$160.00	\$60,208.00	376.3	\$60,208.00		\$0.00	376.3	\$60,208.00
37	Sanitary Sewer, 1.25' HDPE, Trenchless	LF	200.00	\$35.00	\$7,000.00	200	\$7,000.00		\$0.00	200	\$7,000.00
38	Modified Subbase	SY	816.60	\$6.25	\$5,103.75	821	\$5,131.25		\$0.00	821	\$5,131.25
39	PCC Pavement, Class C, 7-Inch	SY	721.80	\$48.00	\$34,646.40	521	\$25,008.00		\$0.00	521	\$25,008.00
40	PCC Sidewalk, 6-Inch	SY	888.40	\$149.00	\$131,451.20	884.4	\$131,453.20		\$0.00	884.4	\$131,453.20
41	PCC Recreational Trail, 8-Inch	SY	2725.20	\$32.00	\$87,216.00	2832.8	\$90,649.60		\$0.00	2832.8	\$90,649.60
42	Structural Concrete	CY	1685.26	\$152.00	\$256,159.52	1685.26	\$256,159.52		\$0.00	1685.26	\$256,159.52
43	Reinforcing Steel	LB	180108.48	\$1.49	\$268,361.63	180108.48	\$268,361.63		\$0.00	180108.48	\$268,361.63
44	Concrete Rustication	SF	6687.37	\$10.00	\$66,873.70	6687.37	\$66,873.70		\$0.00	6687.37	\$66,873.70
45	Concrete Color Sealant	SF	10219.90	\$1.50	\$15,329.85	30216	\$45,324.00		\$0.00	30216	\$45,324.00
46	Concrete Steps	SF	705.41	\$138.00	\$97,346.58	739.91	\$102,107.58		\$0.00	739.91	\$102,107.58
47	Slendercast Steel Handrails	LF	120.25	\$265.00	\$31,866.25	120.25	\$31,866.25		\$0.00	120.25	\$31,866.25
48	Closure Structure Panels	LS	1.00	\$136,000.00	\$136,000.00	1	\$136,000.00		\$0.00	1	\$136,000.00
49	Lighting Poles, with Fencing	EA	33.00	\$3,925.00	\$129,525.00	33	\$129,525.00		\$0.00	33	\$129,525.00
50	Lighting Poles, Fencing Only	EA	10.00	\$14,400.00	\$144,000.00	8	\$115,200.00		\$0.00	8	\$115,200.00
51	Electrical Handholes	EA	9.00	\$500.00	\$4,500.00	5	\$2,500.00		\$0.00	5	\$2,500.00
52	Electrical Circuit	LF	3558.00	\$13.00	\$46,254.00	6000	\$78,000.00		\$0.00	6000	\$78,000.00
53	Seeding, Type 1 (Permanent Lawn Mixture)	ACRE	8.84	\$4,350.00	\$38,454.00	10.5	\$45,825.00		\$0.00	10.5	\$45,825.00
54	Seeding, Native Grass and Forbs	ACRE	0.33	\$5,200.00	\$1,716.00	0	\$0.00		\$0.00	0	\$0.00
55	Seeding, Type 4 (Urban Temp. Erosion Ctrl Mix)	ACRE	9.17	\$2,600.00	\$23,842.00	8.34	\$21,684.00		\$0.00	8.34	\$21,684.00
56	Silt Fence, Installation	LF	4000.00	\$1.80	\$7,200.00	1400	\$2,520.00		\$0.00	1400	\$2,520.00
57	Silt Fence, Removal of Sediment	LF	4000.00	\$0.30	\$1,200.00	300	\$90.00		\$0.00	300	\$90.00
58	Silt Fence, Removal of Device	LF	4000.00	\$0.30	\$1,200.00	1400	\$420.00		\$0.00	1400	\$420.00
59	Wattles, Installation	LF	9200.00	\$1.75	\$16,100.00	3579	\$6,262.25		\$0.00	3579	\$6,262.25
60	Wattles, Removal	LF	9200.00	\$0.25	\$2,300.00	3579	\$894.75		\$0.00	3579	\$894.75
61	Inlet Protection Device, Installation	EA	18.00	\$50.00	\$900.00	0	\$0.00		\$0.00	0	\$0.00
62	Inlet Protection Device, Removal	EA	18.00	\$26.00	\$468.00	0	\$0.00		\$0.00	0	\$0.00
63	Turf Reinforcement Mat, Type 2	SQ	22.50	\$52.00	\$1,170.00	0	\$0.00		\$0.00	0	\$0.00
64	Mobilization	LS	1.00	\$300,000.00	\$300,000.00	1	\$300,000.00		\$0.00	1	\$300,000.00
65	Traffic Control	LS	1.00	\$20,000.00	\$20,000.00	1	\$20,000.00		\$0.00	1	\$20,000.00
66	Safety Fence	LF	2000.00	\$5.00	\$10,000.00	1862	\$9,310.00		\$0.00	1862	\$9,310.00
67	Epoxy Injection Wall Repair	LF	1000.00	\$0.00	\$0.00	0	\$0.00		\$0.00	0	\$0.00
68	Concrete Walk Repair	SY	100.00	\$1,000.00	\$100,000.00	0.5	\$500.00		\$0.00	0.5	\$500.00
69	Pump Station Pipe Extension	LS	1.00	\$10,000.00	\$10,000.00	1	\$10,000.00		\$0.00	1	\$10,000.00
70	Remove and Reinstall Sign as Per Plan	EA	1.00	\$250.00	\$250.00	1	\$250.00		\$0.00	1	\$250.00
71	Removal of Sign	EA	0.00	\$31.00	\$0.00	0	\$0.00		\$0.00	0	\$0.00
72	Type A Signs, Sheet Aluminum	SF	11.25	\$22.00	\$247.50	11.25	\$247.50		\$0.00	11.25	\$247.50
73	Metal Posts for Type A or B Signs	EA	84.00	\$12.00	\$1,008.00	84	\$1,008.00		\$0.00	84	\$1,008.00
74	Construction Survey	LS	1.00	\$44,000.00	\$44,000.00	1	\$44,000.00		\$0.00	1	\$44,000.00
75	Railroad Requirements - Canadian National	LS	1.00	\$70,000.00	\$70,000.00	1	\$70,000.00		\$0.00	1	\$70,000.00
76	Railroad Requirements - Iowa Northern	LS	1.00	\$35,000.00	\$35,000.00	1	\$35,000.00		\$0.00	1	\$35,000.00
	Total of Original Contract Items			Total =	\$3,609,458.35		\$3,474,331.07		\$0.00		\$3,474,331.07

Item 20.

Miscellaneous Extras, Credits, or Stockpiled Material

49 Light Poles, with Footing	LS	1	\$101,956.38	\$101,956.38	0	\$0.00	\$0.00	\$0.00	\$0.00
					0	\$0.00	\$0.00	\$0.00	\$0.00
					0	\$0.00	\$0.00	\$0.00	\$0.00
					0	\$0.00	\$0.00	\$0.00	\$0.00
			<b>Total =</b>	<b>\$101,956.38</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

Change Orders

C1-1	Segment 1 Little Giant Lift Station (Ice House Museum, Material Only)	LS	1	\$11,694.10	\$11,694.10	1	\$11,694.10	\$0.00	1	\$11,694.10
C1-2	Segment 4 Lower Wall Tie-in	LS	1	\$668.32	\$668.32	1	\$668.32	\$0.00	1	\$668.32
C1-3	Segment 4 Foundation Removal	LS	1	\$2,200.00	\$2,200.00	1	\$2,200.00	\$0.00	1	\$2,200.00
C1-4	Segment 5 1st Street Bridge Grading	LS	1	\$9,878.00	\$9,878.00	1	\$9,878.00	\$0.00	1	\$9,878.00
C1-5	Segment 5 Manhole Adjustments	LS	1	\$8,728.50	\$8,728.50	1	\$8,728.50	\$0.00	1	\$8,728.50
C1-6	Segment 3 Wall Footing Re-design	LS	1	(\$1,200.00)	(\$1,200.00)	1	(\$1,200.00)	\$0.00	1	(\$1,200.00)
C1-7	Segment 3 Wall Aesthetics (Light Poles and Electric not included)	LS	1	\$13,586.90	\$13,586.90	1	\$13,586.90	\$0.00	1	\$13,586.90
C2-1	Segment 3 Wall Aesthetics (Ice House Museum, Labor and Equipment)	LS	1	\$14,799.41	\$14,799.41	1	\$14,799.41	\$0.00	1	\$14,799.41
C2-2	Segment 3 Wall Aesthetics (Light Poles and Electric)	LS	1	\$19,415.00	\$19,415.00	1	\$19,415.00	\$0.00	1	\$19,415.00
C2-3	Segment 1 Additional Trenchless Installation Sanitary Line	LS	1	\$1,629.38	\$1,629.38	1	\$1,629.38	\$0.00	1	\$1,629.38
C2-4	Segment 1 Additional Electrical Work	LS	1	\$1,210.00	\$1,210.00	1	\$1,210.00	\$0.00	1	\$1,210.00
C2-5	Segment 4 Reconstruction	LS	1	\$102,708.58	\$102,708.58	1	\$102,708.58	\$0.00	1	\$102,708.58
C2-6	Additional Structural Concrete	CY	172.74	\$552.00	\$95,352.48	172.74	\$95,352.48	\$0.00	172.74	\$95,352.48
C2-7	Additional Reinforcing Steel	LB	78349.52	\$1.40	\$109,689.33	78349.52	\$109,689.33	\$0.00	78349.52	\$109,689.33
C3-1	Segment 5 Storm Sewer Apron Guard	FA	1	\$1,599.68	\$1,599.68	1	\$1,599.68	\$0.00	1	\$1,599.68
C3-2	Segment 1 Little Giant Lift Sta. Concrete Ballast	LS	1	\$3,831.93	\$3,831.93	1	\$3,831.93	\$0.00	1	\$3,831.93
C3-3	Segment 3 New Flood Control America Stop Logs	LS	1	\$11,330.00	\$11,330.00	1	\$11,330.00	\$0.00	1	\$11,330.00
C3-4	Segment 5 Exploratory Excavation	HR	1.25	\$255.00	\$318.75	1.25	\$318.75	\$0.00	1.25	\$318.75
C3-5	Segment 4 Wall Support	LS	1	\$51,719.07	\$51,719.07	1	\$51,719.07	\$0.00	1	\$51,719.07
C3-6	Segment 1 Concrete Boland	EA	1	\$555.50	\$555.50	1	\$555.50	\$0.00	1	\$555.50
C3-7	Segment 3 Lower Wall Tie-in	LS	1	\$668.32	\$668.32	1	\$668.32	\$0.00	1	\$668.32
C3-8	Segment 4 Paving Cold Weather Protection	LS	1	\$2,500.00	\$2,500.00	1	\$2,500.00	\$0.00	1	\$2,500.00
C3-9	Segment 2 Additional Grading and Seeding Behind Hotel	LF	790	\$14.30	\$11,297.00	790	\$11,297.00	\$0.00	790	\$11,297.00
C4-1	Segment 3 Wall Aesthetics (Precast Caps)	LS	1	\$4,724.00	\$4,724.00	1	\$4,724.00	\$0.00	1	\$4,724.00
C4-2	Segment 5 Unavailable Material Rear Western Homes	Ton	398.6	\$40.09	\$15,979.87	398.6	\$15,979.87	\$0.00	398.6	\$15,979.87
C4-3	Segment 5 Levee Fill Material	CY	369.9	\$11.25	\$4,161.38	369.9	\$4,161.38	\$0.00	369.9	\$4,161.38
C4-4	Segment 1 Transport Unavailable Material to Landfill	Ton	398.6	\$11.25	\$4,484.25	398.6	\$4,484.25	\$0.00	398.6	\$4,484.25
C4-8	Segment 3 and 4 Trail Core Out and Promenade Steps	LS	1	\$3,500.00	\$3,500.00	1	\$3,500.00	\$0.00	1	\$3,500.00
C5-1	Quantity Reconciliation	LS	1	\$7,710.00	\$7,710.00	1	\$7,710.00	\$0.00	1	\$7,710.00
C5-5	Quantity Reconciliation	LS	1	(\$149,127.20)	(\$149,127.20)	1	(\$149,127.20)	\$0.00	1	(\$149,127.20)
				<b>Revised Total</b>	<b>\$3,848,008.32</b>		<b>\$4,002,008.32</b>	<b>\$0.00</b>		<b>\$378,549.97</b>

Totals

Total Value of Completed Work	\$4,002,008.32	\$0.00
Total Value of Stockpiled Materials	\$0.00	\$0.00
Total Retainage	\$4,002,008.32	\$0.00
Retainage	5.00%	
Amount Due to Contractor	\$4,002,008.32	\$0.00
Less Previous Payments	\$3,801,907.50	

Amount Due This Invoice: \$200,100.82

Approvals Required

Contractor Approval: *[Signature]*  
 Iowa Bridge & Culvert  
 Engineer Approval: *[Signature]*  
 Snyder & Associates  
 Owner Approval: *[Signature]*  
 City of Cedar Falls

Date: 7/27/20  
 6/25/2020  
 Date: 7/27/2020

## Performance, Payment and Maintenance Bond

SURETY BOND NO. IAC586995

KNOW ALL BY THESE PRESENTS:

That we, Iowa Bridge & Culvert, LC, as Principal (hereinafter the "Contractor" or "Principal" and Merchants Bonding Company (Mutual) as Surety are held and firmly bound unto CITY OF CEDAR FALLS, IOWA, as Obligee (hereinafter referred to as "the Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Three Million Six Hundred Nine Thousand Four Hundred Fifty-Eight and 35/100 (\$ 3,609,458.35), 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 \_\_\_\_\_, 2017, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

### **2017 LEVEE/FLOODWALL SYSTEM IMPROVEMENTS PROJECT Project FL-000-1975**

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.

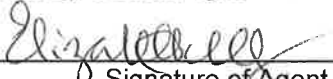
Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.



Project No. FL-000-1975

Witness our hands, in triplicate, this 18th day of September, 2017.

Surety Countersigned By:

  
Signature of Agent

Elizabeth Kelly  
Printed Name of Agent

Arthur J. Gallagher & Co.  
Company Name

4200 Corporate Drive, Suite 160  
Company Address

West Des Moines, IA 50266  
City, State, Zip Code

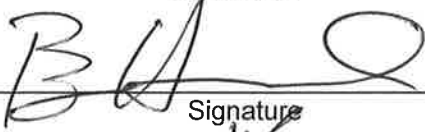
515-309-6200  
Company Telephone Number

**FORM APPROVED BY:**

\_\_\_\_\_  
Attorney for Owner

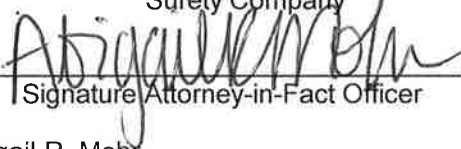
**PRINCIPAL:**

Iowa Bridge & Culvert, LC  
Contractor

By:   
Signature  
\_\_\_\_\_  
Title

**SURETY:**

Merchants Bonding Company (Mutual)  
Surety Company

By:   
Signature Attorney-in-Fact Officer

Abigail R. Mohr  
Printed Name of Attorney-in-Fact Officer

Merchants Bonding Company (Mutual)  
Company Name

P. O. Box 14498  
Company Address

Des Moines, IA 50306  
City, State, Zip Code

515-243-8171  
Company Telephone Number

**NOTE:**

1. All signatures on this performance, payment, and maintenance bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.

# MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Abigail R Mohr; John R Fay; Kent M Rosenberg; Lauri Meneough; Mat DeGroot; Matthew R Fay; Michael L McCoy

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of May, 2017.

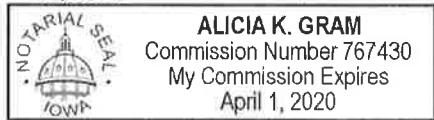


MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this this 8th day of May 2017, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Alicia K. Gram*  
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 18th day of September, 2017.



*William Warner Jr.*  
Secretary



409 N. Avenue B  
PO Box 13  
Washington, IA 52353  
Ph: 319-653-5436 Fax: 319-653-5439

**FINAL LIEN WAIVER**

\_\_\_\_\_ of Benton's Ready Mixed Concrete, Inc., contracted with Iowa Bridge and Culvert, LC to furnished materials for the construction of the Cedar Falls Levee on property owned by the City of Cedar Falls, and located in Cedar Falls, Iowa.

In consideration of the payment from the Contractor to the undersigned material supplier pursuant to the terms of their contract, and receipt of which is acknowledged, the undersigned material supplier waives any right that it now has or in the future may have to claims a mechanic's lien or any other form of lien against the described property and improvements owned by the City of Cedar Falls, Iowa, secure payment for materials furnished under the described contract. Lienholder has executed this Waiver voluntarily and with full knowledge of the lienholder's rights under the laws of the State of Iowa.

Dated: 6-29-20

Supplier

By Caleb Benton

Title President



409 N. Avenue B  
PO Box 13  
Washington, IA 52353  
Ph: 319-653-5436 Fax: 319-653-5439

**FINAL LIEN WAIVER**

Richard Galligan of Construction Materials, Inc., contracted with Iowa Bridge and Culvert, LC to furnished materials for the construction of the Cedar Falls Levee on property owned by the City of Cedar Falls, and located in Cedar Falls, Iowa.

In consideration of the payment from the Contractor to the undersigned material supplier pursuant to the terms of their contract, and receipt of which is acknowledged, the undersigned material supplier waives any right that it now has or in the future may have to claims a mechanic's lien or any other form of lien against the described property and improvements owned by the City of Cedar Falls, Iowa, secure payment for materials furnished under the described contract. Lienholder has executed this Waiver voluntarily and with full knowledge of the lienholder's rights under the laws of the State of Iowa.

Dated: 6.29.20

Supplier  
By [Signature]  
Title President



409 N. Avenue B  
PO Box 13  
Washington, IA 52353  
Ph: 319-653-5436 Fax: 319-653-5439

**FINAL LIEN WAIVER**

BRYAN FRYKLUND of Flood Control America., contracted with Iowa Bridge and Culvert, LC to furnished materials for the construction of the Cedar Falls Levee on property owned by the City of Cedar Falls, and located in Cedar Falls, Iowa.

In consideration of the payment from the Contractor to the undersigned material supplier pursuant to the terms of their contract, and receipt of which is acknowledged, the undersigned material supplier waives any right that it now has or in the future may have to claims a mechanic's lien or any other form of lien against the described property and improvements owned by the City of Cedar Falls, Iowa, secure payment for materials furnished under the described contract. Lienholder has executed this Waiver voluntarily and with full knowledge of the lienholder's rights under the laws of the State of Iowa.

Dated: 7/8/20

Supplier

By [Signature]

Title VP OF OPERATIONS



409 N. Avenue B  
PO Box 13  
Washington, IA 52353  
Ph: 319-653-5436 Fax: 319-653-5439

31655

**FINAL LIEN WAIVER**

SHAWN CADWELL of Hi-Way Products, Inc., contracted with Iowa Bridge and Culvert, LC to furnish materials for the construction of the Cedar Falls Levee on property owned by the City of Cedar Falls, and located in Cedar Falls, Iowa.

In consideration of the payment from the Contractor to the undersigned material supplier pursuant to the terms of their contract, and receipt of which is acknowledged, the undersigned material supplier waives any right that it now has or in the future may have to claims a mechanic's lien or any other form of lien against the described property and improvements owned by the City of Cedar Falls, Iowa, secure payment for materials furnished under the described contract. Lienholder has executed this Waiver voluntarily and with full knowledge of the lienholder's rights under the laws of the State of Iowa.

Dated: 6/30/20

Supplier HI-WAY PRODUCTS, INC.

By Shawn Cadwell

Title V.P.



409 N. Avenue B  
PO Box 13  
Washington, IA 52353  
Ph: 319-653-5436 Fax: 319-653-5439

**FINAL LIEN WAIVER**

William F Holland of JB Holland Construction, Inc., contracted with Iowa Bridge and Culvert, LC on October 16, 2017 to furnish labor and materials for the construction of the Cedar Falls Levee on property owned by the City of Cedar Falls, and located in Cedar Falls, Iowa.

In consideration of the payment from the Contractor to the undersigned Subcontractor pursuant to the terms of their contract, and receipt of which is acknowledged, the undersigned Subcontractor waives any right that it now has or in the future may have to claims a mechanic's lien or any other form of lien against the described property and improvements owned by the City of Cedar Falls, Iowa, secure payment for labor and materials furnished or to be furnished by the undersigned Subcontractor under the described contract. Lienholder has executed this Waiver voluntarily and with full knowledge of the lienholder's rights under the laws of the State of Iowa.

Dated: 7/23/2020

Subcontractor

By Diane M. Krutz

Title Controller



409 N. Avenue B  
PO Box 13  
Washington, IA 52353  
Ph: 319-653-5436 Fax: 319-653-5439

**FINAL LIEN WAIVER**

Joe Owen of K Cunningham Construction Co Inc., contracted with Iowa Bridge and Culvert, LC on October 6, 2017 to furnish labor and materials for the construction of the Cedar Falls Levee on property owned by the City of Cedar Falls, and located in Cedar Falls, Iowa.

In consideration of the payment from the Contractor to the undersigned Subcontractor pursuant to the terms of their contract, and receipt of which is acknowledged, the undersigned Subcontractor waives any right that it now has or in the future may have to claims a mechanic's lien or any other form of lien against the described property and improvements owned by the City of Cedar Falls, Iowa, secure payment for labor and materials furnished or to be furnished by the undersigned Subcontractor under the described contract. Lienholder has executed this Waiver voluntarily and with full knowledge of the lienholder's rights under the laws of the State of Iowa.

Dated: 6/29/20

Subcontractor

By Joe Owen

Title President





409 N. Avenue B  
PO Box 13  
Washington, IA 52353  
Ph: 319-653-5436 Fax: 319-653-5439

**FINAL LIEN WAIVER**

Jeremy Brandt of K & W Electric, Inc., contracted with Iowa Bridge and Culvert, LC on October 6, 2017 to furnish labor and materials for the construction of the Cedar Falls Levee on property owned by the City of Cedar Falls, and located in Cedar Falls, Iowa.

In consideration of the payment from the Contractor to the undersigned Subcontractor pursuant to the terms of their contract, and receipt of which is acknowledged, the undersigned Subcontractor waives any right that it now has or in the future may have to claims a mechanic's lien or any other form of lien against the described property and improvements owned by the City of Cedar Falls, Iowa, secure payment for labor and materials furnished or to be furnished by the undersigned Subcontractor under the described contract. Lienholder has executed this Waiver voluntarily and with full knowledge of the lienholder's rights under the laws of the State of Iowa.

Dated: 6-29-20

Subcontractor

By [Signature]

Title V.P.



409 N. Avenue B  
PO Box 13  
Washington, IA 52353  
Ph: 319-653-5436 Fax: 319-653-5439

**FINAL LIEN WAIVER**

John R. Puvion of Lindner Painting, Inc., contracted with Iowa Bridge and Culvert, LC on October 13, 2017 to furnish labor and materials for the construction of the Cedar Falls Levee on property owned by the City of Cedar Falls, and located in Cedar Falls, Iowa.

In consideration of the payment from the Contractor to the undersigned Subcontractor pursuant to the terms of their contract, and receipt of which is acknowledged, the undersigned Subcontractor waives any right that it now has or in the future may have to claims a mechanic's lien or any other form of lien against the described property and improvements owned by the City of Cedar Falls, Iowa, secure payment for labor and materials furnished or to be furnished by the undersigned Subcontractor under the described contract. Lienholder has executed this Waiver voluntarily and with full knowledge of the lienholder's rights under the laws of the State of Iowa.

Dated: 7/13/2020

Subcontractor

By John R. Puvion

Title Pres.

**RECEIVED**  
*By blitwiller at 3:30 pm, Jul 13, 2020*



409 N. Avenue B  
PO Box 13  
Washington, IA 52353  
Ph: 319-653-5436 Fax: 319-653-5439

**FINAL LIEN WAIVER**

Jesse Chaudke of Lovewell Fencing, Inc., contracted with Iowa Bridge and Culvert, LC on October 4, 2017 to furnish labor and materials for the construction of the Cedar Falls Levee on property owned by the City of Cedar Falls, and located in Cedar Falls, Iowa.

In consideration of the payment from the Contractor to the undersigned Subcontractor pursuant to the terms of their contract, and receipt of which is acknowledged, the undersigned Subcontractor waives any right that it now has or in the future may have to claims a mechanic's lien or any other form of lien against the described property and improvements owned by the City of Cedar Falls, Iowa, secure payment for labor and materials furnished or to be furnished by the undersigned Subcontractor under the described contract. Lienholder has executed this Waiver voluntarily and with full knowledge of the lienholder's rights under the laws of the State of Iowa.

Dated: 6-30-20

Subcontractor  
By [Signature]  
Title Controller



409 N. Avenue B  
PO Box 13  
Washington, IA 52353  
Ph: 319-653-5436 Fax: 319-653-5439


**FINAL LIEN WAIVER**

Allan J. Hermsen - Secretary of Seedorff Masonry, contracted with Iowa Bridge and Culvert, LC on March 22, 2018 to furnish labor and materials for the construction of the Cedar Falls Levee on property owned by the City of Cedar Falls, and located in Cedar Falls, Iowa.

In consideration of the payment from the Contractor to the undersigned Subcontractor pursuant to the terms of their contract, and receipt of which is acknowledged, the undersigned Subcontractor waives any right that it now has or in the future may have to claims a mechanic's lien or any other form of lien against the described property and improvements owned by the City of Cedar Falls, Iowa, secure payment for labor and materials furnished or to be furnished by the undersigned Subcontractor under the described contract. Lienholder has executed this Waiver voluntarily and with full knowledge of the lienholder's rights under the laws of the State of Iowa.

Dated: June 29, 2020

Subcontractor

By 

Title Allan J. Hermsen - Secretary



409 N. Avenue B  
PO Box 13  
Washington, IA 52353  
Ph: 319-653-5436 Fax: 319-653-5439

**FINAL LIEN WAIVER**

Allison Sawyer of Service Signing, L.C., contracted with Iowa Bridge and Culvert, LC on October 6, 2017 to furnish labor and materials for the construction of the Cedar Falls Levee on property owned by the City of Cedar Falls, and located in Cedar Falls, Iowa.

In consideration of the payment from the Contractor to the undersigned Subcontractor pursuant to the terms of their contract, and receipt of which is acknowledged, the undersigned Subcontractor waives any right that it now has or in the future may have to claims a mechanic's lien or any other form of lien against the described property and improvements owned by the City of Cedar Falls, Iowa, secure payment for labor and materials furnished or to be furnished by the undersigned Subcontractor under the described contract. Lienholder has executed this Waiver voluntarily and with full knowledge of the lienholder's rights under the laws of the State of Iowa.

Dated: July 13, 2020

Subcontractor

By Cristi Hagada

Title Office Manager

**RECEIVED**  
JUL 16 2020  
**IB&C**



409 N. Avenue B  
PO Box 13  
Washington, IA 52353  
Ph: 319-653-5436 Fax: 319-653-5439

**FINAL LIEN WAIVER**

Steph Graff of Dirt to Turf, contracted with Iowa Bridge and Culvert, LC on October 18, 2017 to furnish labor and materials for the construction of the Cedar Falls Levee on property owned by the City of Cedar Falls, and located in Cedar Falls, Iowa.

In consideration of the payment from the Contractor to the undersigned Subcontractor pursuant to the terms of their contract, and receipt of which is acknowledged, the undersigned Subcontractor waives any right that it now has or in the future may have to claims a mechanic's lien or any other form of lien against the described property and improvements owned by the City of Cedar Falls, Iowa, secure payment for labor and materials furnished or to be furnished by the undersigned Subcontractor under the described contract. Lienholder has executed this Waiver voluntarily and with full knowledge of the lienholder's rights under the laws of the State of Iowa.

Dated: 8/3/2020

Subcontractor

By Steph Graff

Title controller



409 N. Avenue B  
PO Box 13  
Washington, IA 52353  
Ph: 319-653-5436 Fax: 319-653-5439

**FINAL LIEN WAIVER**

KIRK D. REICKS of HRS, LLC/HR Surveying, contracted with Iowa Bridge and Culvert, LC on October 13, 2017 to furnish labor and materials for the construction of the Cedar Falls Levee on property owned by the City of Cedar Falls, and located in Cedar Falls, Iowa.

In consideration of the payment from the Contractor to the undersigned Subcontractor pursuant to the terms of their contract, and receipt of which is acknowledged, the undersigned Subcontractor waives any right that it now has or in the future may have to claims a mechanic's lien or any other form of lien against the described property and improvements owned by the City of Cedar Falls, Iowa, secure payment for labor and materials furnished or to be furnished by the undersigned Subcontractor under the described contract. Lienholder has executed this Waiver voluntarily and with full knowledge of the lienholder's rights under the laws of the State of Iowa.

Dated: 7-23-2020

Subcontractor

By Kirk D. Reicks

Title V.P.

**RECEIVED**  
**By blitwiller at 12:07 pm, Jul 23, 2020**

**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:** August 12, 2020

**SUBJECT:** 2020 Sidewalk Assessment Project  
Project No. SW-000-3204  
Bid Opening

On Tuesday, August 11<sup>th</sup>, 2020 at 2:00 p.m., bids were received and opened for the 2020 Sidewalk Assessment Project. One (1) bid was received from Feldman Concrete of Dyersville, Iowa in the amount of \$38,899.20, which is 25% above the Engineer's Estimate of \$31,059.90. Attached is the bid tabulation for your reference.

Although having only one bidder and that the bid is above the Engineer's estimate, the Engineering Division feels it can be attributed to uncertainty in the construction sector due to the ongoing pandemic. As a result of these findings, the Engineering Division recommends acceptance of this low bid from Feldman Concrete in the amount of \$38,899.20. On September 8<sup>th</sup>, 2020, the Contract, Bonds and Insurance Certificate will be submitted for City Council approval.

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

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



BID TABULATION							
2020 SIDEWALK ASSESSMENT PROJECT CITY PROJECT NO. SW - 000 - 3204 Base Bid						FELDMAN CONCRETE	
ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL COST	UNIT PRICE	TOTAL COST
1	REMOVE SIDEWALK, P.C.C.	S.Y.	\$10.00	376.2	\$3,762.00	\$27.00	\$10,157.40
2	SIDEWALK REPLACEMENT, P.C.C., CLASS "C", 4 INCH	S.Y.	\$50.00	330.4	\$16,520.00	\$54.00	\$17,841.60
3	SIDEWALK REPLACEMENT, P.C.C., CLASS "C", 6 INCH	S.Y.	\$54.00	45.8	\$2,473.20	\$58.50	\$2,679.30
4	TOPSOIL, FURNISH AND SPREAD	S.F.	\$70.00	30.54	\$2,137.80	\$100.00	\$3,054.00
5	SEEDING, FERTILIZING AND MULCHING	S.F.	\$1.00	1166.9	\$1,166.90	\$1.00	\$1,166.90
6	TRAFFIC CONTROL	L.S.	\$5,000.00	1.0	\$5,000.00	\$4,000.00	\$4,000.00
<b>TOTAL PROJECT ESTIMATE</b>					<b>\$31,059.90</b>	<b>TOTAL ESTIMATE</b>	<b>\$38,899.20</b>



## ADMINISTRATION

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

## MEMORANDUM

**TO:** Honorable Mayor Robert M. Green and City Council  
**FROM:** Shane Graham, Economic Development Coordinator  
**DATE:** August 12, 2020  
**SUBJECT:** Economic Development Marketing Services – Brand Acceleration, Inc.

On October 21, 2019, City Council approved a contract with Brand Acceleration, Inc. to create a new economic development website for the City of Cedar Falls. The website was recently completed, and is now live on the World Wide Web ([www.SelectCedarFallsIA.com](http://www.SelectCedarFallsIA.com)).

With the recent news that Cedar Falls is now a 10-gig city and also has the fastest internet service in the country (per PC Mags' 2020 rankings), staff would like to take advantage of this by developing an email marketing campaign to promote the business advantages of Cedar Falls, while also increasing traffic to our new economic development website.

Staff has been discussing such an economic development marketing campaign with Brand Acceleration, Inc., who also created the city's economic development website. In addition to creating economic development websites, they also create economic development branding and marketing campaigns for cities, counties and regional groups. Brand Acceleration, Inc. has relationships with site selection consultants, real estate brokers and c-suite executives, who are our target audiences for this initiative.

Brand Acceleration, Inc. has provided a proposal to create an email marketing campaign for the City of Cedar Falls. The proposal includes producing four emailers which would be distributed four times over the course of one year. The project would include the development of a message strategy, copywriting, design, programming, and distribution of the emailers to Brand Acceleration's list of over 14,500 site selection consultants, real estate brokers, c-suite executives, and economic developers throughout the country. In addition to the e-mailing, Brand Acceleration will also distribute the emailer to its social media platforms (LinkedIn, Facebook, and Twitter), reaching over 10,500 additional names.

Attached in your materials is the proposed contract, which includes the work to be performed (within the scope of services). It is anticipated that the development of the

emailer will take several months to complete, with distribution occurring over a one year period.

The amount of the contract is \$18,000.00. Funds for this project will be provided out of the Economic Development Fund. It is recommended that City Council approve the contract with Brand Acceleration, Inc. for the economic development marketing services.

Approval of this contract is consistent with Organizational Goal 6: Creating an environment conducive to economic development. This is further identified on Page 22 of City Council Goals under Supporting Policies:

- Function as a catalyst to encourage and assist businesses to develop and expand in Cedar Falls.
- Continue to support public and private economic development efforts in Cedar Falls and the metropolitan area.

If you have any questions or need additional information regarding this project, please feel free to contact me.

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



CONTRACT FOR ECONOMIC DEVELOPMENT MARKETING SERVICES

BETWEEN

THE CITY OF CEDAR FALLS

AND

BRAND ACCELERATION, INC.

CONTRACT NUMBER

ED-000-3246

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## ATTACHMENTS:

- A SCOPE OF SERVICES
- B CONSULTANT INSURANCE REQUIREMENTS AND DOCUMENTS
- C STANDARD TERMS AND CONDITIONS

## Contract # ED-000-000

This agreement, hereinafter referred to as “Contract”, is by and between Brand Acceleration, Inc., hereinafter called “Consultant” and the City of Cedar Falls, Iowa, hereinafter called “City” and is to be effective on the date it is executed by both parties as shown herein below. Both Parties may be referred individually as “Party” and jointly as “Parties”.

The Consultant and the City, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

### **1.0 GENERAL CONTRACT**

- 1.1 In accordance with the provisions and conditions of this Contract, Consultant hereby freely enters into this Contract for the purpose of providing Services to the City and to be compensated for the Services. Execution of this Contract by the Consultant and the City constitutes written authorization to the Consultant to proceed with the Scope of Services contained herein.
- 1.2 Special terms and conditions specific to this Contract are found in Attachment A, SCOPE OF SERVICES.

### **2.0 DEFINITIONS**

- 2.1 “Project” shall be the City description of the essence of what is being accomplished through the performance of this contract. Project shall be the same as what is used in the RFB, RFP, or RFQ documents for this contract, if such documents exist.
- 2.2 “Services” shall mean all necessary labor, transportation, equipment, materials, apparatus, information, data and other items necessary to accomplish the Scope of Services as defined in this Contract in Section 4.0 and Attachment A, SCOPE OF SERVICES.
- 2.3 “Documents” shall mean drawings, design plans, specifications, , reports, information, observations, calculations, notes, electronic media, survey notes, special studies, as specified, personnel information, and any other records or reports, accounting records, data or information, in any form, prepared, collected, or received by Consultant, or its Subconsultants, if any, in connection with any or all of the Services associated within this Contract.
- 2.4 “Subconsultant” shall mean any person or entity retained by the Consultant as an independent Consultant to provide a portion of the core Services required for completion of the Services specified in this Contract.

### **3.0 TERM OF CONTRACT**

- 3.1 The initial term of the Contract shall commence on the date the City executes the Contract, if by August 17, 2020, and shall end on December 31, 2021.

3.2 The Contract may be extended by written mutual agreement by the City and the Consultant.

#### **4.0 SCOPE OF SERVICES**

4.1 The Consultant shall, at its sole cost and expense, provide, perform and complete all Services in full compliance with and as requirement by or pursuant to this Contract and as defined in Attached A, SCOPE OF SERVICES, which is attached and made hereof.

4.2 The City reserves the right to make changes to the Scope of Services to be provided which are within the Project, but understands that such changes may change the cost of the services to be provided

#### **5.0 CITY'S RESPONSIBILITIES**

City's responsibilities for this Project are included in the Scope of Services, Attachment A.

#### **6.0 COMPENSATION FOR SERVICES**

6.1 The City shall compensate the Consultant for the Scope of Services provided under this Contract, described in Attachment A. Compensation shall be a firm-fixed price of \$18,000, invoiced based on completion of milestones.

6.2 Only allocable expenses and Services rendered on or after the execution date of this Contract shall be eligible for compensation.

6.3 Actual travel time to and from the work location is not reimbursable under this contract.

6.4 Surcharges (i.e. fuel surcharges, restocking) shall NOT be allowed to be added to invoices as an additional line item.

6.5 No price escalation will be allowed during the term of this Contract.

#### **7.0 INVOICE PROCEDURE AND PAYMENT TERMS**

##### **7.1 Invoice Procedure**

7.1.1 Invoices should be submitted at specified milestones, and in accordance with terms shown in Attachment A.

7.1.2 All invoices and supporting documentation shall be submitted at the intervals as agreed upon:

In a PDF format via e-mail to: [shane.graham@cedarfalls.com](mailto:shane.graham@cedarfalls.com) or

Via US Mail to: City of Cedar Falls  
Attention: Shane Graham  
220 Clay Street  
Cedar Falls, Iowa 50613

7.1.3 As a minimum, Consultant Invoices shall include the following information:

- Consultant name and address
- Date of Services
- Description of Services
- Milestone
- Percentage of Services completed
- The total amount being invoiced

7.1.4 The City of Cedar Falls is exempt from sales tax and certain other use taxes. Any charges for taxes from which the City is exempt will be deducted from invoices before payment is made. The Cedar Falls Tax ID number is 42-6004332.

## 7.2 **Payment Terms**

7.2.1 Payment terms for Services authorized under this Contract shall be due upon receipt of an acceptable original invoice, as noted in Section 7.1.3, and after Services are provided and accepted and all required invoice support documentation is received in a format acceptable to the City.

7.2.2 All payments due hereunder shall be paid in U.S. Dollars.

7.2.3 The City may withhold payment per Section 12.0 of this Contract.

## 8.0 **TREATMENT OF DOCUMENTS**

### 8.1 **Ownership**

All documents and other materials prepared by the Consultant in connection with this project are the City's sole property in which the Consultant has no proprietary or other rights or interests. All reports, documents, information, and any materials furnished to the Consultant by the City shall remain the sole property of the City. Creative services presented by Consultant, but not selected by the City, will remain the property of the Consultant. Nothing written in this paragraph, however, will be interpreted to forbid the Consultant from retaining a single copy of information for its files.

### 8.2 **Confidentiality**

Any individual subcontracted or employed by the Consultant with authorized access to personnel information documents, if any, is given access to use any personnel information in the documents solely for the purpose of performing the Services of the Contract and must not divulge this information to anyone without a need to know. Confidentiality of personnel information contained in the documents shall survive the completion or termination of the Contract subject to applicable state statutes.



### 8.3 Disposal

If at any time during the performance of the Contract or following completion or termination of the Contract, Consultant and/or its Subconsultants choose to dispose of documents, disposal of documents shall:

- a) Comply with any retention requirements of the Contract, and
- b) Be in a manner such that documents or information in the documents is unable to be read, interpreted, reproduced, copied or duplicated in any fashion.

### 9.0 **AUDITS**

9.1 The City shall be allowed to audit the Consultant's records prior to considering an amendment to the Contract, Schedule, or Scope of Services.

9.2 If Project is funded in any way utilizing Federal Funds the Consultant acknowledges that it may be required to submit to an audit of funds paid through this Contract and as may be conducted in accordance with provisions of the Office of Management and Budget Circular A-133 (Audit of States, Local Government and Non-Profit Organizations).

### 10.0 **INDEPENDENT CONSULTANT**

Both Parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one Party shall not be deemed or construed to be the employees or agents of the other Party for any purposes whatsoever.

### 11.0 **TERMINATION**

#### 11.1 Termination of Contract for Convenience

The City may terminate the Contract at any time by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least thirty (30) calendar days before the effective date of such termination. In that event, all finished or unfinished Services, reports, materials(s) prepared or furnished by the Consultant under this Contract shall, at the option of the City, become its property. If the Contract is terminated by the City as provided herein, the Consultant shall be paid for all Services which have been authorized, provided, and approved up to the effective date of termination. The City will not be subject to any termination fees from the Consultant.

#### 11.2 Default and Termination for Cause

If through any cause, the Consultant shall fail to fulfill in a timely and proper manner its obligations or if the Consultant shall violate any of the terms or conditions of this Contract, the City shall thereupon have the right to terminate the Contract by giving written notice to the Consultant of such termination and specifying the effective date of termination. In that event, and as of the time notice is given by the City, all completed

Services, documents, and delivered materials shall, at the option of the City, become its property, and the Consultant shall be entitled to receive compensation for any satisfactory Services completed, and delivered materials. Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damage sustained by the City by virtue of breach of the Contract by the Consultant and the City may withhold any payments to the Consultant for the purpose of set off until such time as the exact amount of damages due the City are determined.

### 11.3 Termination Notices

Termination notices sent hereunder shall be sent via mail that requires receipt acknowledgment or by email or facsimile with first-class mail backup to Consultant and to City at their respective addresses and to the primary city contact listed in Section 31.0 of this Contract or to such other address/person as the Parties shall provide.

### 12.0 CITY'S RIGHT TO WITHHOLD

12.1 Notwithstanding any other provision of this Contract and without prejudice to any of City's other rights or remedies, the City shall have the right at any time or times, whether before or after approval of any pay request, to deduct and withhold from any payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate City for any actual or prospective loss due to:

- a) Services that are defective, inaccurate, flawed, unsuitable, nonconforming or incomplete due to negligence of the Consultant;
- b) Damage for which Consultant is liable under this Contract;
- c) Valid liens or claims of lien;
- d) Valid claims of Subconsultants or other persons;
- e) Delay in the progress or completion of the Services;
- f) Inability of Consultant to complete the Services;
- g) Failure of Consultant to properly complete or document any pay request or invoice;
- h) Any other failure of Consultant to perform any of its obligations under this Contract;  
or
- i) The cost to City, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of City's remedies set forth in this Contract.

12.2 The City shall be entitled to retain any and all amounts withheld until the Consultant shall have either performed the obligations in question or furnished security for such performance satisfactory to the City. The City shall be entitled to apply any money withheld or any other money due Consultant under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees, and administrative expenses incurred, suffered, or sustained by the City and chargeable to Consultant under this Contract.

### **13.0 INSURANCE**

- 13.1 Prior to the start of the Services, and at all times during the term of the Services and this Contract, and any extensions thereof, the Consultant shall purchase, at its own expense, and maintain insurance with companies in good standing and acceptable to the City. Such insurance will protect the Consultant from liability and claims for injuries and damages which may arise out of or result from the Consultant's operations under this Contract and for which the Consultant may be legally liable, whether such operations are by the Consultant or by a Subconsultant or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.
- 13.2 For the protection of the Consultant and the City, but without restricting or waiving any obligations of the Consultant herein contained, the Consultant shall insure the risks associated with the Services and this Contract with minimum coverages and limits as set forth in Attachment B, INSURANCE REQUIREMENTS AND DOCUMENTS.

### **14.0 CONTROLLING LAW**

This Contract shall be governed, interpreted and enforced in accordance with all applicable federal, State of Iowa, and local laws, ordinances, licenses and regulations of a governmental body having jurisdiction and shall apply to the Contract throughout, as the case may be. The Consultant certifies that in performing this Contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders.

### **15.0 REGULATORY AGENCY COMPLIANCE**

Compliance with laws and regulations set forth by regulatory agencies is required. These agencies include, but are not limited to, OSHA - Occupational Safety & Health Agency, EPA - Environmental Protection Agency, ICC - Interstate Commerce Commission, DNR - Department of Natural Resources, and DOT - Department of Transportation. The City of Cedar Falls expects that Consultants will offer expertise on conformance of regulations applying to the Services they provide.

### **16.0 FORCE MAJEURE**

Force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act therefore; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind specifically named or referred to herein, not within the reasonable control of the Party affected. A delay in or failure of performance of either Party shall not constitute a default hereunder nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure. The Party who is prevented from performing by detection of any such event, to give notice to the other Party setting forth in reasonable detail the nature

thereof and the anticipated extent of the delay, and shall remedy such cause as soon as reasonably possible, as mutually agreed between the Parties.

## **17.0 DISPUTES**

- 17.1 Should any disputes arise with respect to this Contract, the Parties agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
- 17.2 The Consultant agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute and the City shall continue to make payment for all Services properly performed. Should the Consultant fail to continue to perform its responsibilities regarding all non-disputed Services, without delay, any additional costs incurred by the City or the Consultant as a result of such failure to proceed shall be borne by the Consultant.
- 17.3 The unintentional delayed payment by the City to the Consultant of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for Consultant to stop or delay Services according to Scope of Services, Attachment A.

## **18.0 INDEMNIFICATION**

The Consultant shall, and hereby agrees to, protect, defend, indemnify and hold harmless the City of Cedar Falls, its officers and employees from any and all claims, settlements, judgments, and damages of every kind and nature made, to include all costs associated with the investigation and defense of any claim, rendered or incurred by or on behalf of the City, its officers, and employees, that may arise, occur, or grow out of any errors, omissions, or acts, done by the Consultant, its employees, Subconsultants or any independent Consultants working under the direction of either the Consultant or Subconsultant in the performance of this Contract.

## **19.0 WARRANTIES**

### **19.1 Warranties – Professional Services**

- 19.1.1 The Consultant shall perform Services for, and furnish deliverables to, the City pertaining to the Project as set forth in the Contract. The Consultant shall possess a degree of learning, care and skill ordinarily possessed by reputable professionals, practicing in this area under similar circumstances. The Consultant shall use reasonable diligence and professional judgment in the exercise of skill and application of learning.
- 19.1.2 Consultant represents that the Services shall be performed in a manner consistent with the standard of care of other professional service providers in a similar industry and application; shall conform to the requirements of the Contract; and shall be sufficient and suitable for the purposes expressed in this Contract.

- 19.1.3 Consultant shall be responsible for the quality, technical accuracy, completeness and coordination of all documents and other items and Services under the Contract. Consultant shall, promptly and without charge, provide all corrective Services necessary as a result of Consultant's acts, errors, or omissions with respect to the quality and accuracy of Services and documents.
- 19.1.4 Consultant shall be responsible for any and all damages to property or persons as a result of Consultant's acts, errors, or omissions, and for any losses or costs to repair or remedy any Services undertaken by City based upon the Services as a result of any such acts, errors, or omissions.
- 19.1.5 Consultant's obligations shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of City or Consultant.

## 19.2 Warranties – Intellectual Property

Consultant represents and warrants that all the materials, goods and services produced, or provided to the City pursuant to the terms of this Contract shall be wholly original with the Consultant or that the Consultant has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such materials, goods and services. The Consultant represents and warrants that the materials, goods and services, and the City's use of same, and the exercise by the City of the rights granted by the Contract shall not infringe upon any other work or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm, or corporation. Consultant further represents and warrants that the materials and Services do not infringe upon the copyright, trademark, trade name, trade dress patent, statutory, common law or any other rights of any person, firm or corporation or other entity. The Consultant represents and warrants that it is the owner of or otherwise has the right to use and distribute the Services contemplated by this Contract.

## 20.0 GENERAL TERMS

- 20.1 The Consultant hereby certifies, pursuant to 48 CFR Part 9, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any federal agency. The Consultant further certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the City of Cedar Falls or the State of Iowa.
- 20.2 All Attachments referred to in this Contract are hereby incorporated herein by this reference.
- 20.3 The invalidity or unenforceability of any particular provision(s) of this Contract shall not affect the other provisions hereof, and this Contract shall be construed in all respects as if such invalid or unenforceable provision was omitted, and this Contract shall remain in full force and effect.

## **21.0 ENTIRE CONTRACT**

This Contract and its Attachments contain the entire agreement and understanding by and between the parties with respect to the subject matter hereof, and no representations, promises, agreements, or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by the Party against whom such waiver is sought to be enforced.

## **22.0 ASSIGNMENT**

- 22.1 The City and the Consultant each is hereby bound and the partners, successors, executors, administrators and legal representatives of the City and the Consultant are hereby bound to the other Party to this Contract and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other Party, in respect of all covenants, agreements and obligations of this Contract.
- 22.2 Any assignment or attempt at assignment made without prior written consent of the City shall be void.

## **23.0 SUBCONTRACTING**

- 23.1 Subconsultants which are shown as part of this Contract shall be deemed to be approved when this Contract is executed.
- 23.2 Subconsultants shall meet and be held to all of the terms and conditions of this Contract by the Consultant.

## **24.0 NON-DISCRIMINATION AND EQUAL OPPORTUNITY**

All Consultants and Subconsultants that engage in contracts with the City of Cedar Falls, Iowa agree as follows:

- 24.1 The Consultants and Subconsultants will not discriminate against any employee or applicant for employment because of race, sex, color, creed, ancestry, national origin, marital status, families with children, religion, age, disability, sexual orientation, gender identity, genetic information, status with regard to public assistance, status as a veteran or any classification protected by federal, state, or local law, (Protected Classes) except where age and sex are essential bona fide occupational requirements, or where disability is a bona fide occupational disqualification. Such action shall include, but not be limited to the following: (a) Employment, (b) Upgrading, (c) Demotion or transfer, (d) Recruitment and advertising, (e) Layoff or termination, (f) Rate of pay or other forms of compensation, and (g) Selection for training, including apprenticeship.
- 24.2 The Consultant and Subconsultant further assures that managers and employees comply with both the spirit and intent of federal, state, and local legislation, government

regulation, and executive orders in providing affirmative action as well as equal opportunity without regard to the Protected Classes, as stated above.

- 24.3 The Consultant and Subconsultant will include, or incorporate by reference, the provisions of the nondiscrimination clause in every contract or subcontract unless exempt by the rules, regulations or orders of the City's Affirmative Action Program and will provide in every contract or subcontract that said provision will be binding upon each Consultant and Subconsultant.

## **25.0 NON-COLLUSION STATEMENT**

- 25.1 Neither the Consultant, nor anyone in the employment of the Consultant, has employed any person to solicit or procure this Contract nor will the Consultant make any payment or agreement for payment of any compensation in connection with this Contract.
- 25.2 There is no contract, agreement or arrangement, either oral or written, expressed or implied, contemplating any division of compensation for Services provided under this Contract, or participation therein, directly or indirectly, by any other person, firm or corporation, except as documented in this Contract.
- 25.3 Neither the Consultant, nor anyone in the employment of the Consultant, has either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive procurement in connection with this Contract.

## **26.0 CONFLICT OF INTEREST**

Consultant represents, warrants, and covenants that no relationship exists or will exist during the Contract period between the Consultant and the City that is a conflict of interest. No employee, officer or agent of the Consultant or Subconsultant shall participate in the selection or in the award or administration of a subcontract if a conflict of interest, real or apparent, exists. The provisions of Iowa Code Ch. 68B shall apply to this Contract. If a conflict of interest is proven to the City, the City may terminate the Contract, and Consultant shall be liable for any excess costs to the City as a result of the conflict of interest. The Consultant shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties. The Consultant shall report any potential, real, or apparent conflict of interest to the City.

## **27.0 CONTRACT AMENDMENTS**

- 27.1 No alteration, change, or modification of the Scope of Services, Schedule, or any of the terms or conditions of this Contract shall be valid unless made by written amendment.
- 27.2 This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract and signed by the City.

- 27.3 The Consultant shall not commence any Service not included in the Scope of Services or change the schedule until authorized in writing by the City in the form of a Contract amendment.
- 27.4 The Consultant shall not exceed the maximum fees, as noted in Section 6.0, without a prior written request to the City Purchasing Agent and authorization by written amendment to this Contract, including a change to the Scope of Services. The written request shall include documentation and justification for such request including a detailed cost and schedule impact to the Project.
- 27.5 Consultant shall make no claim for additional compensation in the absence of a written contract amendment to this Contract.

**28.0 CLOSEOUT OF AGREEMENT**

Upon completion of the Services included in this Contract, the Consultant shall submit the following:

- A final invoice.

**29.0 SURVIVAL**

All express representations and indemnifications made in or given in this Contract will survive the completion of all Services of the Consultant under this Contract or the termination of this Contract for any reason subject to applicable state statutes.

**30.0 SEVERABILITY**

Any provision or part of this Contract held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Contract shall be amended to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**31.0 PRIMARY CONTACTS**

City – Project Manager	Consultant – Project Manager
Shane Graham	Jim Walton
City of Cedar Falls, Iowa	Brand Acceleration, Inc.
220 Clay Street	5799 Noble Drive
Cedar Falls, IA 50613	Indianapolis, IN 46234
Phone: 319-273-8600	Phone: 317-536-6255
E-Mail: shane.graham@cedarfalls.com	E-Mail: jim@brandaccel.com



IN WITNESS WHEREOF, the Parties have caused this Contract to be executed and do each hereby warrant and represent that their respective signatory, whose signature appears below, has been and is on the date of the Contract duly authorized by all necessary and appropriate corporate action to execute this Contract (in duplicate).

**City of Cedar Falls, Iowa**

**Brand Acceleration, Inc.**

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

James E. Walton                      8/13/20  
Authorized Signature                      Date

\_\_\_\_\_  
Attested by: Jacque Danielsen, City Clerk                      Date

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed and do each hereby warrant and represent that their respective signatory, whose signature appears below, has been and is on the date of the Contract duly authorized by all necessary and appropriate corporate action to execute this Contract (in duplicate).

**City of Cedar Falls, Iowa**

**Brand Acceleration, Inc.**

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

\_\_\_\_\_  
Authorized Signature                                      Date

\_\_\_\_\_  
Attested by: Jacque Danielsen, City Clerk                      Date

## ATTACHMENT A – SCOPE OF SERVICES

Whenever used in this Contract the following terms shall have the meaning given as follows: City shall mean the City of Cedar Falls, Iowa. Consultant shall mean Brand Acceleration, Inc. Project Manager shall mean Shane Graham, who is the designated coordinator and administrator for the Services under this project.

The Consultant shall, at its sole cost and expense, provide, perform and complete in the manner described and specified in this Contract all necessary services, transportation, equipment, materials, apparatus, information, data and other items necessary to accomplish the Project as defined below, in accordance with the Scope of Services (hereinafter "Services"). The Services will also include procuring and furnishing all approvals and authorizations, permits, and certificates and policies of insurance as specified herein necessary to complete the Project.

### 1.0 Scope of Services

#### 1.1 Step One: Copywriting

##### a) Copywriting

- 1) Using available information and research findings, Consultant will develop a message strategy that fully connects with the anticipated audience(s) in a powerful and emotional way.
- 2) Copy shall be provided to the City's Project Manager as a Microsoft Word document.
- 3) Estimated timeline: 2-4 weeks.

##### b) Review copy

- 1) The City will review the copy, note any changes and return to the Consultant.
- 2) This review process will include two (2) rounds of proofs and revisions until both parties have agreed that the copy is approved by the City of Cedar Falls.
- 3) Estimated timeline: 2-4 weeks.

#### 1.2 Step Two: Design

##### a) Design emailer template

- 1) With the copy fully vetted and approved by the City, Consultant will create an emailer template that is consistent with the City's economic development website.
- 2) Concepts will be provided to the City's Project Manager as .pdf documents.
- 3) Estimated timeline: 2-4 weeks.

##### b) Review emailer template

- 1) The City will review the emailer template and provide feedback and recommendations to Consultant.
- 2) Once a design is determined, up to two (2) rounds of revisions will be completed in order to assure that the City is fully satisfied with the final design.
- 3) Estimate timeline: 2-4 weeks.

1.3 Step Three: Programming

- a) Programming
  - 1) Upon completion and acceptance of the copy and design, Consultant shall program the emailer to add links directed to the City’s economic development website.
  - 2) Estimated timeline: 2-4 weeks.

1.4 Step Four: Distribution

- a) Distribution
  - 1) Upon completion of the programming, Consultant will distribute the emailer a total of four times (once each) over the span of one year.
  - 2) The emailer will be sent to Consultant’s list of over 14,500 site selection consultants, real estate brokers, c-suite executives, and economic developers nationwide.
  - 3) Estimated timeline: 1 year.

1.5 Step Five: Social Media Promotion

- a) Within ten (10) days after each emailer distributes, Consultant will distribute each emailer to its social media platforms (LinkedIn, Facebook, and Twitter), reaching over 10,500 names.

2.0 Compensation

Consultant shall be compensated according to the following terms, established according to pricing shown below:

Description	Firm Fixed Price
Upon Signed Proposal	\$9,000
Copywriting Approval	\$4,500
Completion	\$4,500
Total Firm Fixed Price**	\$18,000

\*\* Pricing is fixed, as long as the scope of work is not changed.

Terms: Development: 50% with signed proposal, 25% with copy approval (mid-project), balance invoiced upon completion. All other items invoiced annually, in advance. Balance invoiced upon completion. All other items invoiced annually, in advance. Invoices due within 45 days of receipt. Initial work will begin upon receipt of the 50% deposit.

### 3.0 Schedule/Timeline

- 3.1 The schedule for each Step identified in 1.0 is tentative and subject to change.
- 3.2 The project shall be completed after the fourth and final emailer has been distributed and after Consultant has distributed the fourth and final emailer to its social media platforms.

## Attachment B

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**Economic Development Marketing Services Project  
Cedar Falls, Iowa  
City Project Number ED-000-3246**

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03-27-2019

**INSURANCE REQUIREMENTS FOR  
CONSULTANTS FOR THE CITY OF CEDAR FALLS**

\*\*\* This document outlines the insurance requirements for all Contractors who perform work for the City of Cedar Falls. The term “contractor” as used in this document shall be defined as the general contractor, artisan contractor, or design contractor that will be performing work for the City of Cedar Falls under contract.

1. All policies of insurance required hereunder shall be with an insurer authorized by law to do business in Iowa. All insurance policies shall be companies satisfactory to the City and have a rating of A-, VII or better in the current A.M. Best Rating Guide.
2. All Certificates of Insurance required hereunder shall include the Cancellation & Material Change Endorsement. A copy of this endorsement is attached in Exhibit 1.
3. Contractor shall furnish a signed Certificate of Insurance to the City of Cedar Falls, Iowa for the coverage required in Exhibit 1. Such Certificates shall include copies of the following endorsements:
  - a) Commercial General Liability policy is primary and non-contributing
  - b) Commercial General Liability additional insured endorsement – See Exhibit 1
  - c) Governmental Immunities Endorsement – See Exhibit 1

Copies of additional insured endorsements, executed by an authorized representative from an Insurer duly authorized to transact business at the location of the jobsite, must be provided prior to the first payment.

Contractor shall, upon request by the City, provide Certificates of Insurance for all subcontractors and sub-sub contractors who perform work or services pursuant to the provisions of this contract.

4. Each certificate shall be submitted to the City of Cedar Falls.

5. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Cedar Falls. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
6. Failure of the Contractor to maintain the required insurance shall constitute a default under this Contract, and at City's option, shall allow City to terminate this Contract for cause and/or purchase said insurance at Contractor's expense.
7. Contractor shall be required to carry the following minimum coverage/limits or greater, if required by law or other legal agreement; as per Exhibit 1:
- This coverage shall be written on an occurrence, not claims made form. All deviations or exclusions from the standard ISO commercial general liability form CG 001 shall be clearly identified and shall be subject to the review and approval of the City.
  - Contractor shall maintain ongoing CGL coverage for at least 2 years following substantial completion of the Work to cover liability arising from the products-completed operations hazard and liability assumed under an insured contract.
  - Governmental Immunity endorsement identical or equivalent to form attached.
  - Additional Insured Requirement – See Exhibit 1.  
The City of Cedar Falls, including all its elected and appointed officials, all its employees, its boards, commissions and/or authorities and their board members, employees shall be named as an additional insured on General Liability Policies for all classes of contractors.

Contractors shall include coverage for the City of Cedar Falls as an additional insured including ongoing and completed operations coverage equivalent to: ISO CG 20 10 07 04\* and ISO CG 20 37 07 04\*\*

\* ISO CG 20 10 07 04 "Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization"

\*\* ISO CG 20 37 07 04 "Additional Insured – Owners, Lessees or Contractors – Completed Operations"

8. **Errors & Omissions:** If the contract's scope of services includes design work or other professional services, then Contractor shall maintain insurance coverage for errors, omissions and other negligent acts or omissions (except for intentional acts or omissions), arising out of the professional services performed by Contractor. Contractor shall maintain continuous Errors & Omissions coverage for a period commencing no later than the date of the contract, and continuing for a period of no less than 2 years from the date of completion of all work completed or services performed under the contract. The limit of liability shall not be less than \$1,000,000.
9. **Separation of Insured's Provision:** If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
10. **Limits:** By requiring the insurance as set out in this Contract, City does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities provided to City in this Contract. The City will have the right at any time to require liability insurance greater than that otherwise specified in Exhibit 1. If required, the additional premium or premiums payable shall be added to the bid price.
11. **Indemnification (Hold Harmless) Provision:** To the fullest extent permitted by law, the Contractor agrees to defend (for all non-professional claims), indemnify, and hold harmless the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, and agents working on behalf of the City of Cedar Falls, Iowa against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for damages which may be asserted, claimed or recovered against or from the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, and agents working on behalf of the City of Cedar Falls, Iowa, including, but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property damages, which arises out of or is in any way connected or associated with the work and/or services provided by the Contractor to the City of Cedar Falls, Iowa pursuant to the provisions of this contract to the extent arising out of the errors, omissions or negligent acts of the Contractor, its agents, employees, subcontractors or others working on behalf of the Contractor. It is the intention of the parties that the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, and agents working on behalf of the City of Cedar Falls, Iowa shall not be liable or in any way responsible for the injury, damage, liability, loss or expense incurred by the Contractor, its officers, employees, subcontractors, and others affiliated with the Contractor due to accidents, mishaps, misconduct, negligence or injuries either in person or property resulting from the work and/or services performed by the Contractor pursuant to the provisions of this contract, except for and to the extent caused by the negligence of the City of Cedar Falls, Iowa.



The Contractor expressly assumes full responsibility for damages or injuries which may result to any person or property by reason of or in connection with the work and/or services provided by the Contractor to the City of Cedar Falls, Iowa pursuant to this contract to the extent arising out of the errors, omissions or negligent acts of the Contractor, its agents, employees, subcontractors or others working on behalf of the Contractor, and agrees to pay the City of Cedar Falls, Iowa for all damages caused to the City of Cedar Falls, Iowa premises resulting from the work and/or services of the Contractor, its officers, employees, subcontractors, and others affiliated with the Contractor to the extent arising out of such errors, omissions or negligent acts.

The Contractor represents that its activities pursuant to the provisions of this contract will be performed and supervised by adequately trained and qualified personnel, and the Contractor will observe, and cause its officers, employees, subcontractors and others affiliated with the Contractor to observe all applicable safety rules.

12. Waiver of Subrogation: To the extent permitted by law, Contractor hereby releases the City of Cedar Falls, Iowa, its elected and appointed officials, its directors, employees, and agents working on behalf of the City of Cedar Falls, Iowa, from and against any and all liability or responsibility to the Contractor or anyone claiming through or under the Contractor by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty and for any loss due to bodily injury to Contractor's employees. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this contract or arising out of the work performed under this contract. The Contractor's policies of insurance (except for Professional Liability) shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the Contractor to recover thereunder.

### **Completion Checklist**

- Certificate of Liability Insurance (2 pages)
- Additional Insured CG 20 10 07 04
- Additional Insured CG 20 37 07 04
- Governmental Immunities Endorsement

**EXHIBIT 1 – INSURANCE SCHEDULE****General Liability (Occurrence Form Only):**

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

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

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

**Standard Workers Compensation**

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

**Umbrella:** \$3,000,000

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

**Errors & Omissions:** \$1,000,000

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

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

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

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

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

### **CANCELLATION AND MATERIAL CHANGES ENDORSEMENT**

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

<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%;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIG #</th> </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>	INSURER(S) AFFORDING COVERAGE	NAIG #	INSURER A : Carrier should reflect rating of A-, VIII or better		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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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 I/TR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	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"/>	<input checked="" type="checkbox"/>	Policy Number	01/01/2015	01/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <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"/>	<input checked="" type="checkbox"/>	Policy Number	01/01/2015	01/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Policy Number	01/01/2015	01/01/2016	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	<input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Policy Number	01/01/2015	01/01/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	Errors & Omissions			Policy Number	01/01/2015	01/01/2016	Each Occurrence \$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers are an Additional Insured(s) on the general liability policy on a primary and non-contributory basis (CG2010 & CG2037). Governmental Immunities Endorsement including 30 Days Notice of Cancellation Included. Waiver of Subrogation under the Work Comp & Gen Liab.

<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.**



Brand Acceleration, Inc.  
Project No. \_\_\_\_\_

Economic Development Marketing Services Project  
Cedar Falls, Iowa  
City Project No. ED-000-3246

**Attachment C**

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**Economic Development Marketing Services Project  
Cedar Falls, Iowa  
City Project Number ED-000-3246**

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08/30/17

**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.

Brand Acceleration, Inc.  
Project No. \_\_\_\_\_

Economic Development Marketing Services Project  
Cedar Falls, Iowa  
City Project No. ED-000-3246

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.

Brand Acceleration, Inc.  
Project No. \_\_\_\_\_

Economic Development Marketing Services Project  
Cedar Falls, Iowa  
City Project No. ED-000-3246

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 COMMUNITY DEVELOPMENT

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

### MEMORANDUM

#### *Planning & Community Services Division*

**TO:** Honorable Mayor Robert M. Green and City Council  
**FROM:** Jaydevsinh Atodaria (JD), Planner I  
**DATE:** August 13, 2020  
**SUBJECT:** Design review of property in the Central Business District Overlay

**REQUEST:** New awning and signage on façade (Project # DR20-003)

**PETITIONER:** The Masonic Lodge ; Contractor: Signs and Design

**LOCATION:** 212 ½ Main Street

#### PROPOSAL

The contractor Signs and Design on behalf of their client Masonic Lodge, owner of 212 ½ Main Street is requesting a design review for putting up a new awning and sign at 212 ½ Main Street in the Central Business District Overlay Zoning District.

#### BACKGROUND

The petitioner proposes to replace aging awning structure and create a more aesthetically pleasing entry to their lodge by installing a new awning and signage for Masonic Lodge along the Main Street Façade of 212 ½ Main Street. The new awning and signage would be a new makeover and provide a new entrance look for the building on Main Street. The property is located in 200 block of Main Street with entrance facing the Main Street, see image to the right.



This item requires review by the Planning and Zoning Commission and the City Council due to the fact that this property is located within the Central Business District (Section 26-189). The downtown district requires a building site plan review (i.e. design review) for any “substantial improvement” to an exterior façade, including new signs and awnings. A substantial improvement to properties in the Central Business District Overlay is defined in Section 26-189 (f) and reads as follows:

"Substantial improvement" includes any new building construction within the overlay district or any renovation of an existing structure that involves any modification of the exterior appearance of the structure by virtue of adding or removing exterior windows or doors or altering the color or exterior materials of existing walls. All facade improvements, changes, alterations, modifications or replacement of existing facade materials will be considered a substantial improvement. Included in this definition are any new, modified or replacement awning structures or similar material extensions over the public sidewalk area. A substantial improvement also includes any increase or decrease in existing building height and/or alteration of the existing roof pitch or appearance."

In this case, proposal is to replace the existing awning structure with a new awning along with new sign that overhangs the public sidewalk, the Planning and Zoning Commission and City Council must review and approve the request. Not all signs are reviewed in this manner. If a sign or projecting sign is simply replaced, review of this level is not triggered and a permit can be issued with only staff level review.

### ANALYSIS

The applicant is proposing to install new awning and new signage projecting over public sidewalk advertising the current tenant, “Masonic Lodge”. The projecting awning is an approximately 9 feet, 2 inches wide by 5 feet in height. The wall sign on awning’s front fascia is distributed in four different segments. One segment includes the Masonic Lodge letters which is approximately spread over 8 feet 3 inches in width and approx. half feet in height. This letters will be raised acrylic letters attached on the front fascia. The other three segments include three different emblems; one emblem will be placed on front fascia just above the letters and will be made of illuminated channel letter and other two emblems will be painted on the fabric, placed on sloping side of awning towards Main Street. The three emblems vary from four to nine square feet in area.



Projecting signs within the Central Business District cannot exceed 40 square feet per sign face and wall signs cannot exceed ten percent of the total storefront area (Section 26-189 (j)(2)). The proposal for signage meets the district signage requirements. Both proposed awning and signs will be placed on the west elevation facing the Main Street.

All Blade signs and awnings projecting within the Central Business District are required to have at least minimum clearance height of 8 feet above the pedestrian ways. (Section 26-189 (j)(2)). The proposed projecting awning projects about 4 feet five inches over the public sidewalk and has an approximate 9 foot clearance above pedestrian ways. The sidewalk at this location is approximately 24 feet wide. Proposed awning structure will be made from aluminum tube extrusions. The main body of awning will be covered in Sunbrella fabric.

The proposed new awning and placement of the signs meet city code. If approved by the Planning and Zoning Commission, this item will be placed on the next regularly scheduled City Council meeting. If the City Council approves this request, a sign permit will be issued for the new signs.

#### TECHNICAL COMMENTS

No comments.

#### STAFF RECOMMENDATION

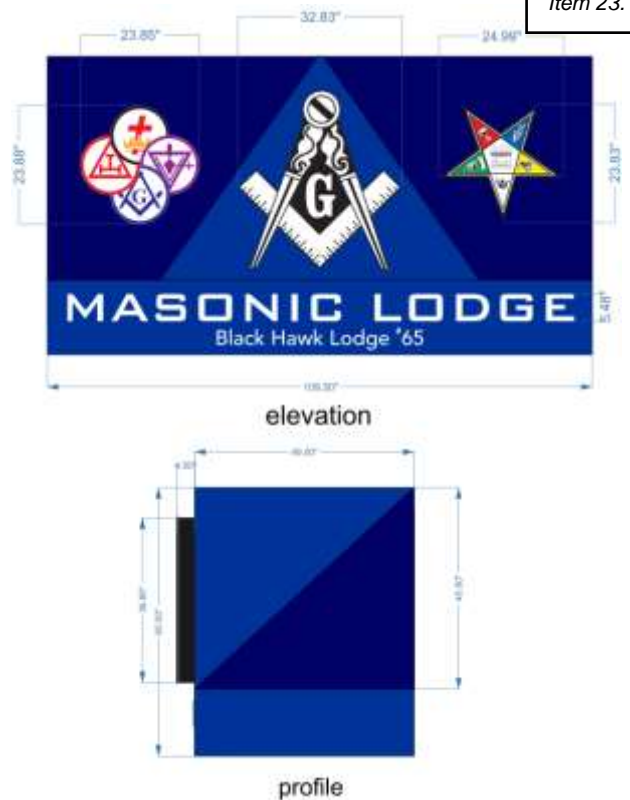
Planning and Zoning Commission recommend approval of the submitted projecting awning and sign design review for business Masonic Lodge at 212 ½ Main Street at their regular meeting on 12<sup>th</sup> August 2020 with a vote of 8 ayes and 0 nays. The Community Development Department also recommends approval of this proposed project.

#### PLANNING & ZONING COMMISSION

Discussion/Vote 8/12/2020 Chair Holst introduced the item and Mr. Atodaria provided background information on the case. Mr. Atodaria explained that the review for this case is about proposed new projecting awning and sign over public side walk for business Masonic Lodge. The illustrations provided by the applicant for the proposed projecting awning and sign meets the City code and design review requirements for Downtown Central Business District Overlay district. Staff recommends approval of the request.

Ms. Prideaux mentioned that this is pretty straightforward case.

Ms. Prideaux made a motion to approve the item. Mr. Hartley seconded the motion. The motion was approved unanimously with 8 ayes. (Hartley, Holst, Larson, Leeper, Lynch, Prideaux, Saul and Schrad) and 0 nays.





August 5<sup>th</sup>, 2020

City of Cedar Falls

Department of Community Development

To Whom It May Concern:

This letter is regarding the sign permit for the awning replacement for Black Hawk Lodge, located at 212.5 Main Street. Our client wishes to replace an aging awning structure and create a more aesthetically pleasing entry to their Lodge. Clark Rickard (319-404-5078) is the client representative.

Signs & Designs will be manufacturing the awning. The awning structure will be made from aluminum tube extrusions. The main body of the awning will be covered in Sunbrella fabric. The front fascia will be painted metal with raised acrylic letters on the fascia. The large Masonic emblem will be an illuminated channel letter, while the two smaller emblems will be painted on the fabric. The underside of the awning will be enclosed with egg crating.

If there are additional questions regarding this project, please do not hesitate to contact us.

Best regards,

A handwritten signature in blue ink, appearing to read "Joe Barber", is written over a white background.

Joe Barber

President/Owner

Signs & Designs



# APPLICATION FOR SIGN PERMIT CITY OF CEDAR FALLS, IOWA

Site Address 212 1/2 Main St.

Owner's Name Black Hawk Lodge Ph. No. 319-404-5078

Owner's Address (same)

Contractor Signs & Designs Ph. No. 319-277-8829

Contractor's Address 5200 Nordic Dr Cedar Falls

Surface Area of Sign 23.5 Lighted? Yes  No

Zoning District \_\_\_\_\_ Height from grade or roof to top of sign 14'

Materials to be used in construction Aluminum tube, Sunbrella fabric, aluminum

Type of sign (pole, wall, roof, etc.) Awning

Permanent  Temporary  If temp., dates to be displayed \_\_\_\_\_

New sign  Replacement sign  Lot dimensions \_\_\_\_\_

Is the proposed sign advertising the use on the premises? Yes  No

No. of existing signs on site \_\_\_\_\_ Total area of existing signs on site \_\_\_\_\_

Overhanging Sign: Clearance above sidewalk 9

Distance projecting from building 53"

Does sign project into public right of way? Yes  No

No sign may project over or onto public property except as permitted by ordinance. Signs which require City Council approval for any reason must be accompanied by City Council authorization. Signs may not be placed within the "vision triangle" as described in Sec. 29-200(b) of the Zoning Ordinance. This permit must be accompanied by a **SITE PLAN** which shows the adjacent streets, the lot dimensions, driveways, and sign locations (proposed and existing) and by a **PICTURE OR ILLUSTRATION** showing dimensions of the proposed sign, sign wording, letter size and any special features. If the proposed sign is a wall sign, a site plan is not required, however, the picture or illustration must show the size of the wall on which the sign will be located and any existing signs already mounted on the wall.

Fee \$ \_\_\_\_\_

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction.

[Signature]  
Signature of Contractor or Owner

8/5/20  
Date

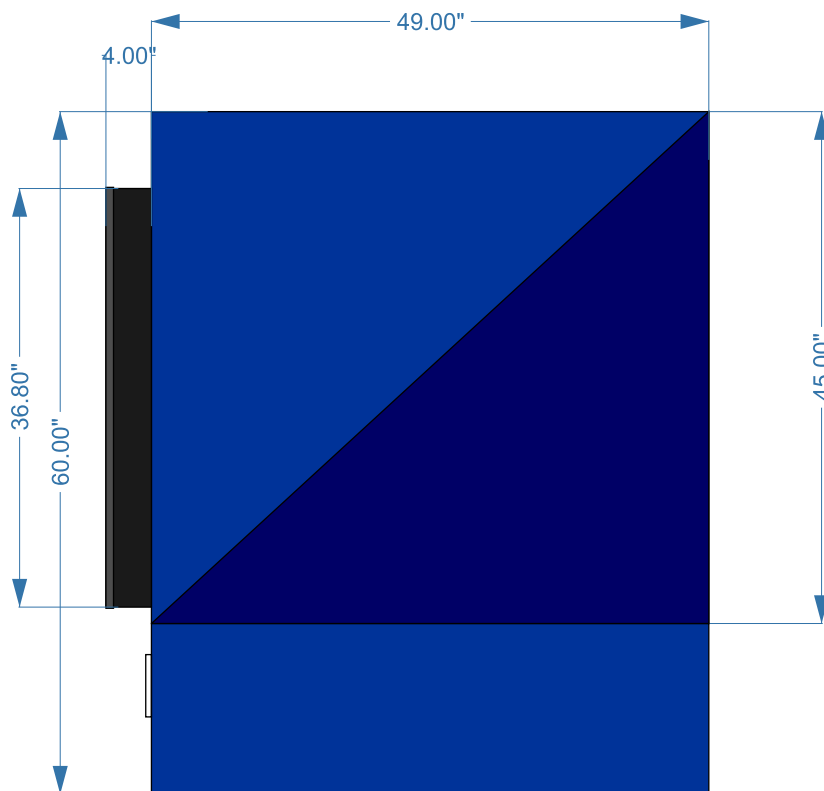




- new frame and sunbrella fabric
- logos painted on
- frame painted black
- back-lit custom shape can
- white egg-crate
- 1/2" PVC raised letters "Masonic Lodge"
- metal sign band



elevation



profile





## DEPARTMENT OF COMMUNITY DEVELOPMENT

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

### MEMORANDUM

#### *Planning & Community Services Division*

**TO:** Honorable Mayor Robert M. Green and City Council  
**FROM:** Jaydevsinh Atodaria (JD), Planner I  
**DATE:** August 13, 2020  
**SUBJECT:** Design review of property in the Central Business District Overlay

**REQUEST:** New projecting signage on façade (Project # DR20-002)

**PETITIONER:** Splendore; The Medical Spa ; Contractor: Signs and Design

**LOCATION:** 515 Main Street

#### PROPOSAL

The contractor Signs and Design on behalf of their client Splendore (a.k.a. Splendore The Medical Spa), is requesting a design review for a new projecting sign for the business Splendore at 515 Main Street in the Central Business District Overlay Zoning District.

#### BACKGROUND

The petitioner proposes to install one new projecting sign on the facade of 515 Main Street for the new business going in for Splendore. The projecting sign over public sidewalk would mark the presence of the business along Main Street. The property is located at the corner of W 5<sup>th</sup> Street and Main Street with frontage to both streets, see image to the right.



This item requires review by the Planning and Zoning Commission and the City Council due to the fact that this property is located within the Central Business District (Section 26-189). The downtown district requires a building site plan review (i.e. design review) for any “substantial improvement” to an exterior façade, including new signs and awnings. A substantial improvement to properties in the Central Business District Overlay is defined in Section 26-189 (f) and reads as follows:

"Substantial improvement" includes any new building construction within the overlay district or any renovation of an existing structure that involves any modification of the exterior appearance of the structure by virtue of adding or removing exterior windows or doors or altering the color or exterior materials of existing walls. All facade improvements, changes, alterations, modifications or replacement of existing facade materials will be considered a substantial improvement. Included in this definition are any new, modified or replacement awning structures or similar material extensions over the public sidewalk area. A substantial improvement also includes any increase or decrease in existing building height and/or alteration of the existing roof pitch or appearance."

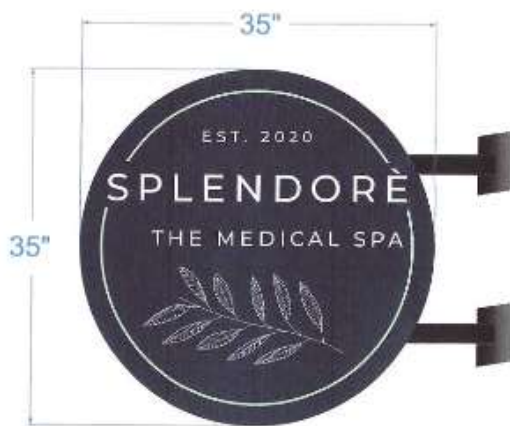
Typically signage is not part of the review process unless the review is mandated by the Ordinance. In this case, when a new projecting sign is installed that overhangs the public right-of-way the Planning and Zoning Commission and City Council must review and approve the request. Not all signs are reviewed in this manner. If a sign or projecting sign is simply replaced, review of this level is not triggered and a permit can be issued with only staff level review.

#### ANALYSIS

The applicant is proposing to install a new projecting sign at the corner facing W 5<sup>th</sup> Street and Main Street of 515 Main Street building. The projecting sign will be located along the Main Street façade of the building over the public sidewalk. The sign is a two-face round sign and is approximately 9 square feet per sign face. The projecting sign is approximately 3 feet wide by 3 feet tall. The proposed sign is non-lighted. The proposal for the projecting sign meets the district signage requirements.

All projecting signs within the Central Business District are required to be at least 10 feet above the sidewalk and cannot project further than half the width of the sidewalk that the storefront is located on or five feet, whichever is less (Section 26-189 (j)(2)). In addition, corner projecting sign, visible from two or more intersecting streets, shall be allowed as long as they do not exceed 40 square feet per sign face. (Section 26-189 (j)(2)).

The proposed projecting sign projects about 3 feet nine inches over public sidewalk and has approximately a 10 feet clearance above the sidewalk. The sidewalk at this location is approximately 40 feet wide. The proposed placement of the sign meets city code. If approved by the Planning and Zoning Commission, this item will be placed on the next regularly scheduled City Council meeting. If the City Council approves this request, a sign permit will be issued for the new signs.



Double-sided projecting sign



### TECHNICAL COMMENTS

No comments.

### STAFF RECOMMENDATION

Planning and Zoning Commission recommend approval of the submitted projecting sign design review for business Splendore at 515 Main Street at their regular meeting on 12<sup>th</sup> August 2020 with a vote of 8 ayes and 0 nays. The Community Development Department also recommends approval of this proposed project.

### PLANNING & ZONING COMMISSION

Discussion/Vote 8/12/2020 Chair Holst introduced the item and Mr. Atodaria provided background information on the case. Mr. Atodaria explained that the review for this case is about projecting sign over public side walk for a new business Splendore Medical Spa. The illustrations provided by the applicant for the proposed projecting sign meets the City code and design review requirements for Downtown Central Business District Overlay district. Staff recommends approval of the request.

Mr. Schrad asked staff, if there is any additional projecting light that will be focused on projecting sign for highlighting the sign as the proposed sign is non-illuminating. Mr. Atodaria mentioned that the applicant proposes non-illuminated sign only; there will be no other projection from façade as per the applicant's proposal.

Mr. Schrad made a motion to approve the item. Ms. Prideaux seconded the motion. The motion was approved unanimously with 8 ayes. (Hartley, Holst, Larson, Leeper, Lynch, Prideaux, Saul and Schrad) and 0 nays.

August 5, 2020

City of Cedar Falls  
Department of Community Development  
220 Clay Street  
Cedar Falls, Iowa 50613

RE: Request for larger projecting sign for Splendore The Medical Spa – 515 Main St

This letter is regarding the sign permit for larger projecting sign for tenant Splendore The Medical Spa, to be installed on corner of Main St and West 5<sup>th</sup> Street. Our client, Elizabeth Ackerson wishes for better visibility for potential new clients from the North and South due to poor visibility because of obstruction of tree.

Signs & Designs will be manufacturing and provide installation of sign. The non-illuminated projecting sign will be fabricated out of aluminum tube extrusions with plates, painted black. Also includes eyehook and cable to secure to wall. Each faces are 1/8" thick Alupanel lettered with printed graphics.

Please refer to attached drawings for reference. If you have additional questions regarding this sign, please contact Von at 319-277-8829.

Sincerely,



Von Syhlman  
Signs & Designs, Inc.



# APPLICATION FOR SIGN PERMIT CITY OF CEDAR FALLS, IOWA

Site Address 515 Main St - tenant: Splendore The Medical Spa  
 Owner's Name Farmers State Bank Ph. No. (319) 287-3961  
 Owner's Address 131 Tower Park Dr, Waterloo, IA 50701  
 Contractor Signs & Designs Ph. No. (319) 277-8829  
 Contractor's Address 5600 Nordic Dr - Cedar Falls, IA 50613  
 Surface Area of Sign 8.46 sf Lighted? Yes  No   
 Zoning District C-3 Height from grade or roof to top of sign 13 ft  
 Materials to be used in construction aluminum tube, plate, alupanel faces w/printed graphics  
 Type of sign (pole, wall, roof, etc.) projecting wall sign  
 Permanent  Temporary  If temp., dates to be displayed \_\_\_\_\_  
 New sign  Replacement sign  Lot dimensions \_\_\_\_\_  
 Is the proposed sign advertising the use on the premises? Yes  No   
 No. of existing signs on site \_\_\_\_\_ Total area of existing signs on site \_\_\_\_\_  
 Overhanging Sign: Clearance above sidewalk 10 ft from grade to bottom of sign  
 Distance projecting from building 45"  
 Does sign project into public right of way? Yes  No

No sign may project over or onto public property except as permitted by ordinance. Signs which require City Council approval for any reason must be accompanied by City Council authorization. Signs may not be placed within the "vision triangle" as described in Sec. 29-200(b) of the Zoning Ordinance. This permit must be accompanied by a **SITE PLAN** which shows the adjacent streets, the lot dimensions, driveways, and sign locations (proposed and existing) and by a **PICTURE OR ILLUSTRATION** showing dimensions of the proposed sign, sign wording, letter size and any special features. If the proposed sign is a wall sign, a site plan is not required, however, the picture or illustration must show the size of the wall on which the sign will be located and any existing signs already mounted on the wall.

Fee \$ 2500

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction.

[Signature]  
Signature of Contractor or Owner

8/5/2020  
Date





Double-sided projecting sign



**Non-lighted projecting sign**

- Fabricate aluminum 1" frame with plate, painted
- eyehook at end for cable to secure
- Alupanel faces lettered with printed graphic
- installed on corner of building



Item 24.

## DEPARTMENT OF COMMUNITY DEVELOPMENT



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

### MEMORANDUM *Planning & Community Services Division*

**TO:** Honorable Mayor Robert M. Green and City Council  
**FROM:** Chris Sevy, Planner I  
Ben Claypool, Civil Engineer II  
**DATE:** August 17, 2020  
**SUBJECT:** Hy-Vee Online Kiosk: Case # SP20-008

**REQUEST:** Approval for site plan amendment

**PETITIONER:** Hy-Vee, Inc

**LOCATION:** 6301 University Avenue

#### PROPOSAL

The applicant proposes to install a permanent kiosk for online order pick up service in the rear parking lot of their location at 6301 University Avenue. The proposal includes a small storage building, dedicated parking spaces for order pick-up, an overhead canopy, parking lot improvements, and signage. The project area is entirely in the rear of the property (shown in green to the right) and encompasses just under two acres.



**BACKGROUND**

Hy-Vee has offered online ordering for several years. The method to do so currently involves staging the orders using an informal portable office in the rear parking lot where customers can pick up their order. However, since a significant uptick in online orders was spurred by the recent pandemic, the need for a more permanent solution arose. This is being addressed by the proposed site plan improvements.

The property in question is in the S-1 Shopping Center District which, in the case of a *major modification* requires a mandatory site plan review by the Planning and Zoning Commission and the City Council. Creating a more formal online order pickup area in the rear parking lot has been determined to be a *significant parking change* which is one of the items listed under the S-1 district as a *major modification*.

**ANALYSIS**

The purpose of City Council’s consideration of this case is not to evaluate the entire site plan, but is to evaluate the specific improvements that the applicant is proposing.

The following are the improvements and issues relating to each proposed improvement:

Detached accessory structure and canopy

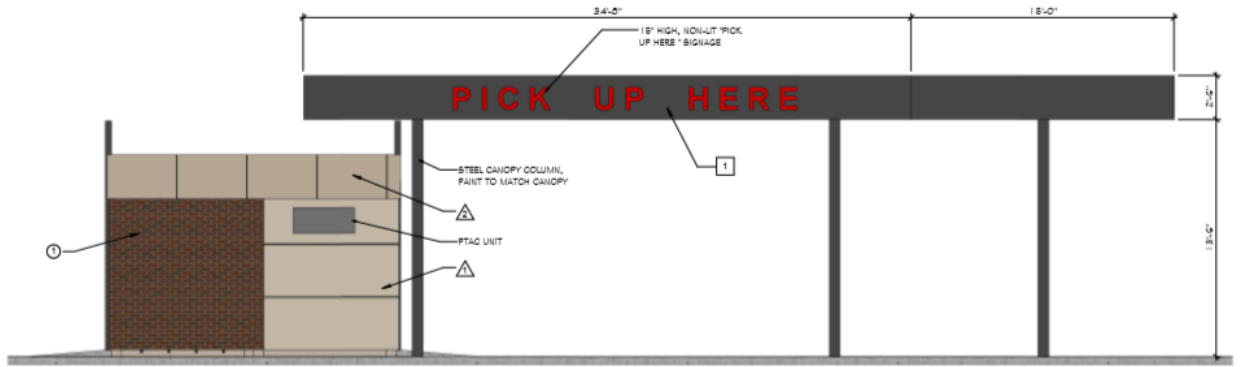
The detached building which is intended for staging of orders is approximately 8 feet by 40 feet and the parking canopy which runs parallel to it is approximately 104 feet long providing a protected loading area for 8 vehicles. The canopy also provides shelter connecting to the building at the entrance/exit.

Below are the elevations and a close-up of these structures on the site plan. Detached accessory structures must sit 8 feet from the principal structure and there are no other setbacks required in the S-1 District when abutting another commercial use. The proposed building and canopy both meet the setback requirements.

View from west (building only):



View from north:



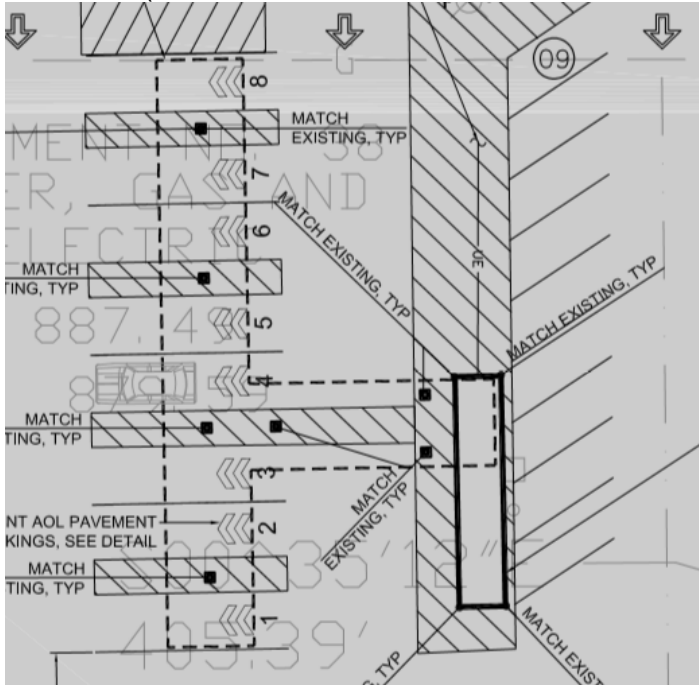
2 SIDE ELEVATION  
SCALE: 1/4" = 1'-0"

View from west (including canopy):



3 CANOPY ELEVATION  
SCALE: 1/4" = 1'-0"

Site Plan (detached structure outlined in bold; canopy outlined by dotted line):



The proposed building is shown to use thin brick and stonewood cladding while

the proposed canopy is shown to use prefinished aluminum panels. These materials are similar or at least complementary to those on the principal structure.

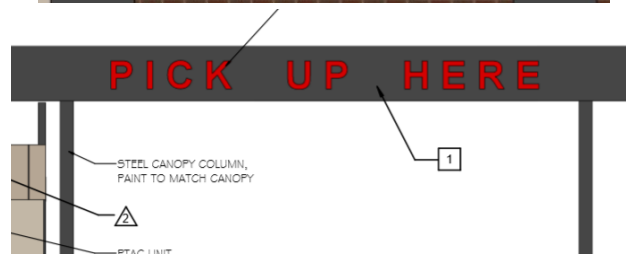
Elimination of parking spaces:

This site plan amendment would eliminate 62 parking spaces out of 670. Zoning requires 363 parking spaces for a grocery store of this size. Therefore, eliminating those spaces will not be an issue.

Signage

The elevations and other materials provided by the applicant indicate that signage is part of their site improvements. All signs are marked as non-lit. The following are the signs proposed:

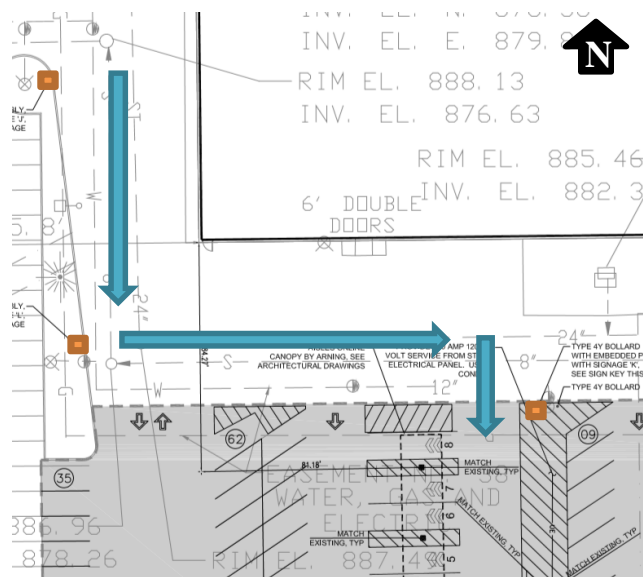
- *Wall sign on the west side of the proposed detached accessory structure that says "Aisles online".* Zoning requires that wall signs not exceed one third of the wall area. This sign appears to meet that requirement.
- *Wall sign on the south side of the canopy that says "Pick up here".* This also must not exceed one third of the wall area and appears to meet that requirement.
- *Directional signs (3) to direct traffic to the pick up area.* These are limited in the code to a sign area of 6 square feet and a height of 4 feet. Below is a sample sign and diagram of their placement and traffic flow.



- *Directional signs (3) to direct traffic to the pick up area.* These are limited in the code to a sign area of 6 square feet and a height of 4 feet. Below is a sample sign and diagram of their placement and traffic flow.



18"X24"



All signage will be issued on a separate sign permit to ensure they meet code requirements.

#### Parking Lot Improvements and Technical Considerations

The applicant is proposing to perform a large surface milling of a significant portion of the lot behind Hy-Vee. This milling will take place on just under 84,000 square feet which includes the section where the new accessory structure and canopy will go. In portions of the entire project area a complete removal and replacement of the parking lot will occur. This will be over approximately 15,300 sf (12,500 sf in the SW corner and 2800 sf in the NE corner). These areas are currently riddled with potholes that will require more than a milling to correct. A 1.5" asphalt overlay will then top the entire project area, significantly restoring the surface quality of the area.

The proposal also includes new paint for parking stalls, directional arrows, and other important indicators.

Outside of some additional storm sewer intake adjustments, there will be virtually zero alteration to the site's existing storm water controls. For the record, as this project will fully reconstruct the 15,300 sf of the parking lot, that quantity will be reflected on this lot for any future reconstruction to remain compliant with the City's storm water code. Section 24-336 b4 states that any land disturbing activity exceeding 25,000 square feet in an area where the existing land is being redeveloped [will require post-construction storm water control].

This project will be filed within engineering records such that any further land disturbing activity on this site that would cumulatively surpass 25,000 square feet will require complete post-construction storm water control measures to be installed.

A courtesy notice to surrounding property owners was mailed on August 4, 2020.

#### STAFF RECOMMENDATION

The Community Development Department has reviewed this site plan and recommends approval, subject to the following conditions:

1. Developer's plan must conform to all city staff recommendations and technical requirements.

#### PLANNING & ZONING COMMISSION

Discussion and Vote 8/12/2020 Chair Holst introduced the item and Mr. Sevy provided background information. He explained the applicant's need for a more formal online ordering kiosk and that the proposed project area is located entirely in the rear parking lot of the Hy-Vee at 6301 University Avenue. The proposal includes a small storage building, dedicated parking spaces for order pick-up, an overhead canopy, parking lot improvements, and signage. Mr. Sevy elaborated further details about each of these improvements. Pending any concerns or outstanding questions from the

Commission or the public that need to be addressed at a subsequent meeting, Mr. Sevy recommended approval and that the case be recommended to the City Council.

Chair Holst opened it up for the applicant to give comment. Mr. John Brehm, the director for site planning for Hy-Vee, gave further detail regarding the need for the proposed improvements.

Chair Holst then turned it over to the commission for discussion. Little discussion was had. Chair Holste acknowledged that the improvement was appropriate and timely.

**Mr. Leeper made a motion to approve the item. Mr. Larson seconded the motion. The motion was approved unanimously with 8 ayes (Hartley, Holst, Larson, Leeper, Lynch, Prideaux, Saul, and Schrad), and 0 nays.**

Attachments: Proposed Site Plan  
Proposed Building Elevations  
Applicant Letter of Intent



REVISION	DATE	BY



**SITE LOCATION MAP**  
NOT TO SCALE

**REGULATORY AGENCIES**

**OWNER/DEVELOPER**  
HY-VEE INC.  
5820 WESTTOWN PARKWAY  
WEST DES MOINES, IOWA 50266  
515-267-2800

**PLANNING MANAGER**  
KAREN HOWARD  
319-273-8600

**PLANNING MANAGER**  
STEPHANIE HOUK SHEETZ  
319-268-5151

**APPLICANT**  
HY-VEE INC.  
5820 WESTTOWN PARKWAY  
WEST DES MOINES, IOWA 50266  
515-267-2800

**CITY ENGINEER**  
DAVID WICKE  
319-268-5161

**FIRE CHIEF**  
JOHN BOSTWICK  
319-273-8622

**CIVIL ENGINEER**  
HY-VEE INC.  
5820 WESTTOWN PARKWAY  
WEST DES MOINES, IOWA 50266  
515-267-2800

**ACTING CHIEF OF POLICE**  
CRAIG BERTE  
319-273-8612

**CONTACT:** JEFF STEIN

**SURVEYOR**  
EARTH TECH  
501 SYCAMORE STREET  
WATERLOO, IOWA 50704  
319-232-6531

**PARKING COUNT**

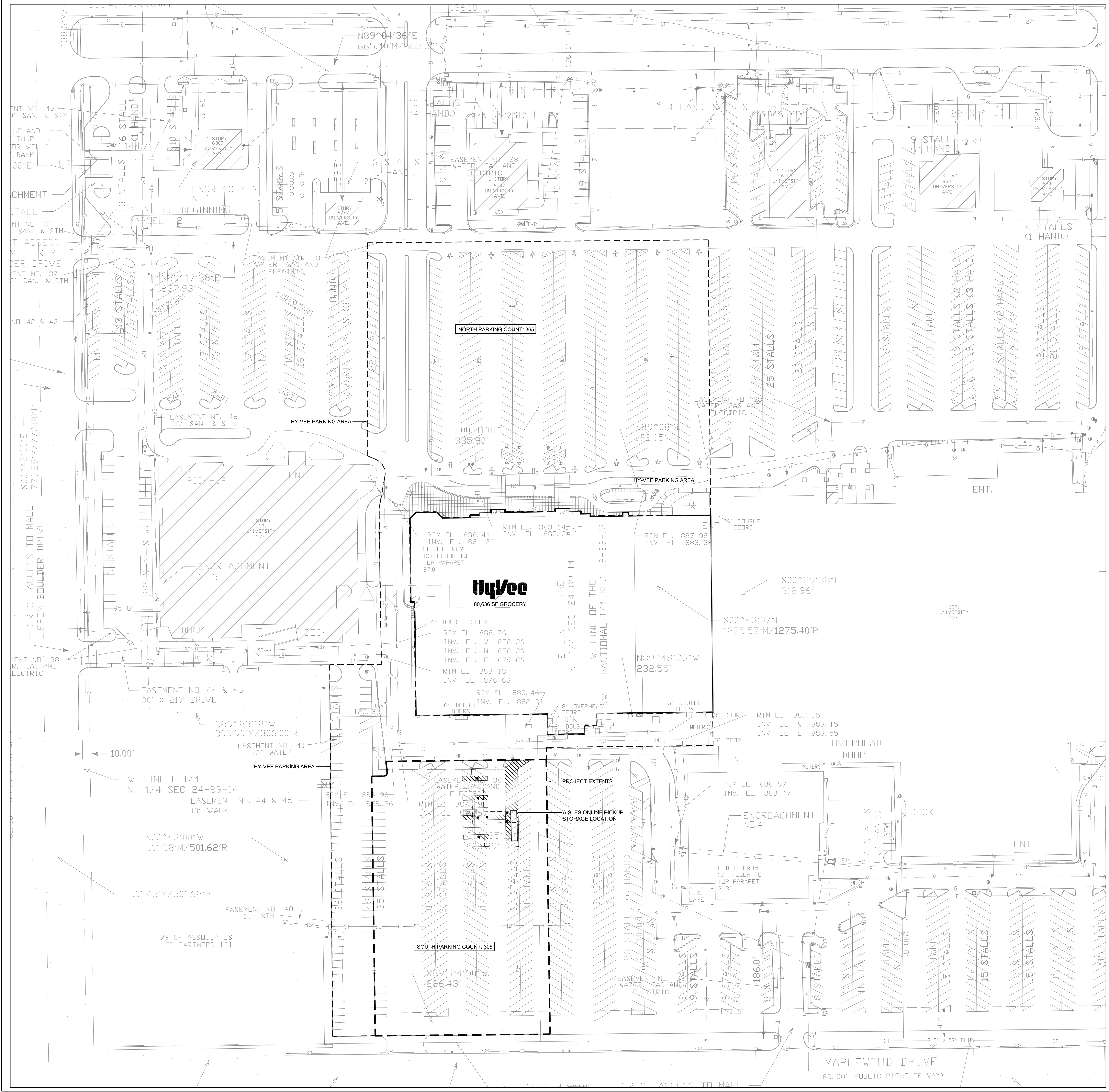
80,636 SF GROCERY  
EXISTING PARKING SPACES: 670  
8,311,000  
PROPOSED PARKING SPACES: 608  
7,511,000

**ZONING AND LAND USE**

S-1

**SHEET INDEX**

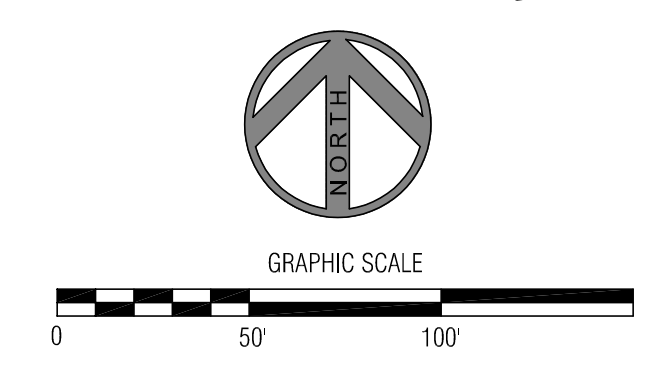
- C1.0 EXISTING CONDITIONS
- C1.1 DEMOLITION PLAN
- C2.0 SITE PLAN
- C2.1 FRONT ENTRY PLAN
- C6.0 CONSTRUCTION DOCUMENTS



LOCATION:  
CEDAR RAPIDS, IOWA  
AISLES ONLINE PICKUP

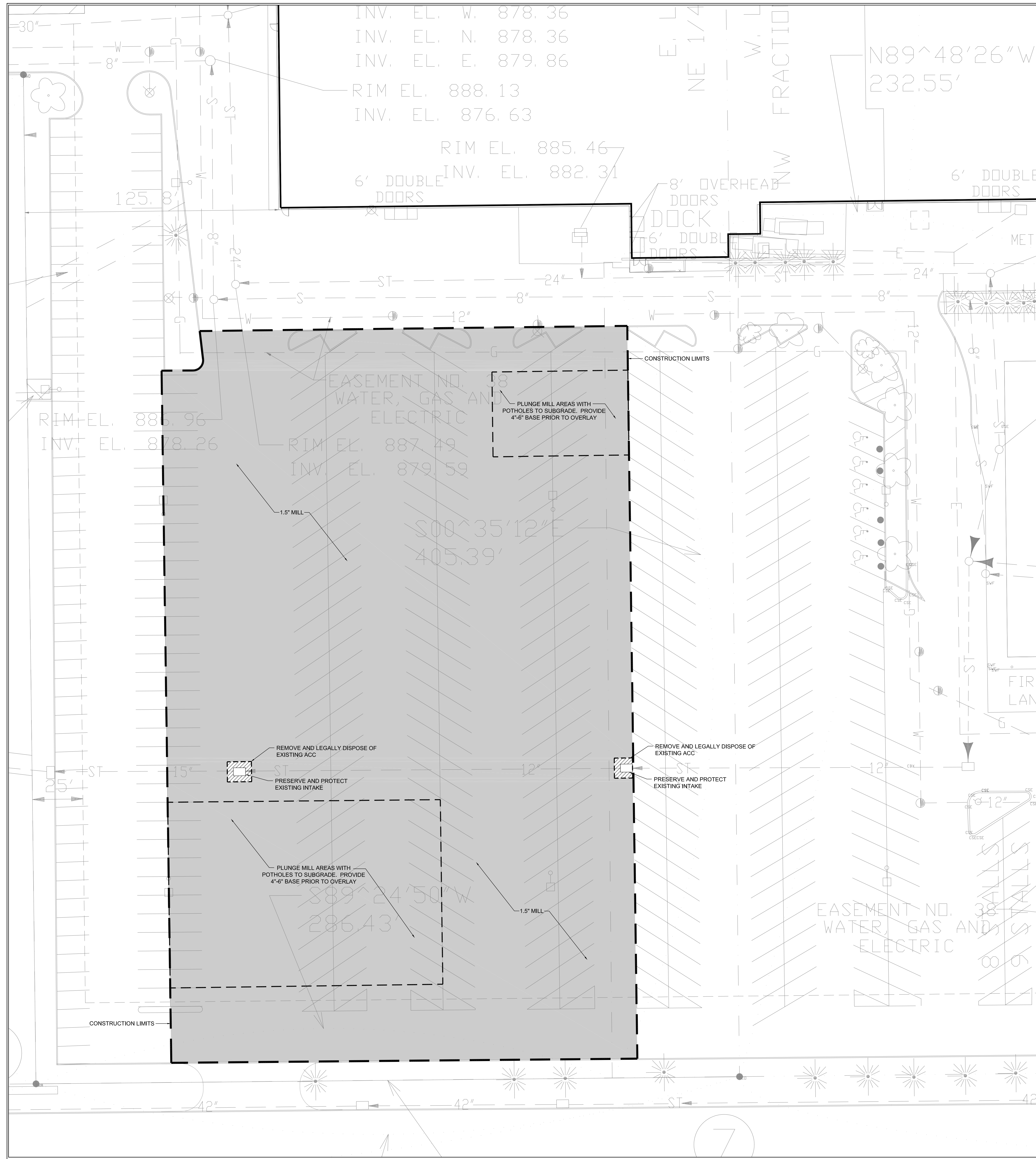
HY-VEE INC.  
5820 WESTTOWN PARKWAY  
WEST DES MOINES, IOWA 50266  
TELEPHONE: (515) 267-2800  
FAX: (515) 267-2835

**Hy-Vee**  
EMPLOYEE OWNED



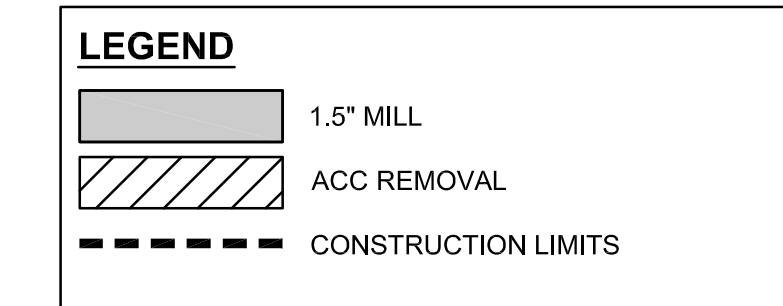
EXISTING CONDITIONS

DRAWN: JMD DATE: 07/17/2020  
SCALE: 1"=50'-0" JOB NUMBER:  
SHEET: **C1.0**

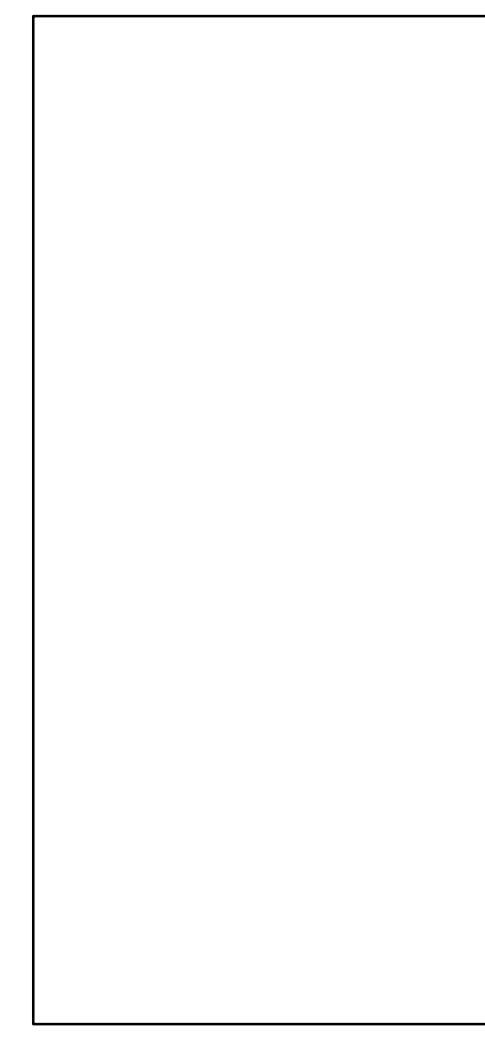


**DEMOLITION NOTES**

1. REMOVAL OR ABANDONMENT OF PUBLIC UTILITIES SHALL BE FULLY COORDINATED WITH APPROPRIATE UTILITY SUPPLIER AND REGULATORY AGENCIES.
2. ALL CONSTRUCTION/DEMOLITION DEBRIS SHALL BE DISPOSED OF OR RECYCLED OFF SITE IN FULL COMPLIANCE WITH CURRENT ENVIRONMENTAL REGULATIONS.
3. PROTECT ADJACENT PROPERTY DURING DEMOLITION.
4. PROTECT EXISTING UTILITIES WHICH ARE TO REMAIN. THE LOCATIONS OF ALL UTILITIES INDICATED ON THE PLANS ARE TAKEN FROM EXISTING RECORDS. THE EXACT LOCATION AND ELEVATION OF ALL UTILITIES MUST BE DETERMINED BY THE CONTRACTOR. IT SHALL BE THE DUTY OF THE CONTRACTOR TO ASCERTAIN WHETHER ANY ADDITIONAL FACILITIES OTHER THAN THOSE SHOWN MAY BE PRESENT.
5. REMOVE ALL DESIGNATED STREETS, DRIVEWAYS, ETC. IN THEIR ENTIRETY. BACKFILL ALL EXCAVATIONS WITH COHESIVE MATERIAL COMPACTED TO 98% STANDARD PROCTOR DENSITY. BACKFILLING TO BE OBSERVED BY GEOTECHNICAL ENGINEER EMPLOYED BY OWNER.
6. ALL UNDERGROUND AND OVERHEAD UTILITIES WITHIN PROPOSED BUILDING AREA LIMITS ARE TO BE REMOVED ENTIRELY. UTILITIES OUTSIDE THE BUILDING AREA LIMITS MAY BE ABANDONED IN ACCORDANCE WITH UTILITY SUPPLIER REQUIREMENTS.
7. DEMOLITION NOTES AS SHOWN ON THE PLAN ARE NOT ALL INCLUSIVE. CONTRACTOR TO ABANDON IN PLACE OR REMOVE AND DISPOSE OF ALL EXISTING SITE IMPROVEMENTS ABOVE AND BELOW GROUND TO COMPLY WITH THE GENERAL INTENT OF THIS DOCUMENT.
8. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UTILITIES PRIOR TO CONSTRUCTION, BOTH PUBLIC AND PRIVATE.
9. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING AND SALVAGING ANY IRRIGATION COMPONENTS AND ADJUSTING IRRIGATION AS REQUIRED FOR OPERATION ON REMAINDER OF SITE DURING CONSTRUCTION.
10. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING SITE DEMOLITION WITH BUILDING DEMOLITION PRIOR TO CONSTRUCTION.



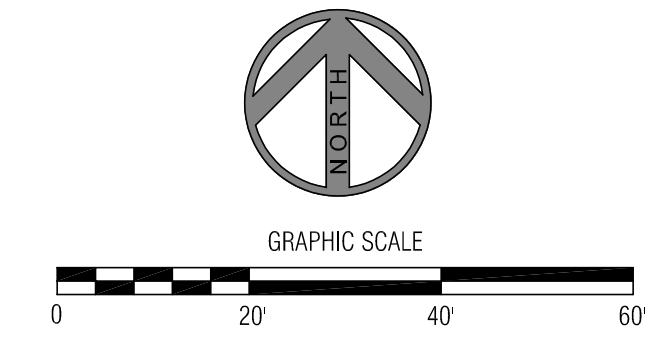
REVISION	DATE BY



LOCATION:  
**CEDAR RAPIDS, IOWA**  
**AISLES ONLINE PICKUP**  
 HY-VEE, INC.  
 5820 WEST TOWN PARKWAY  
 WEST DES MOINES, IOWA 50266  
 TELEPHONE: (515) 267-2680  
 FAX: (515) 267-2935

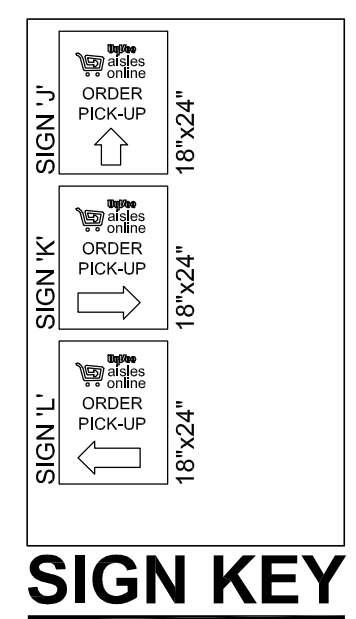
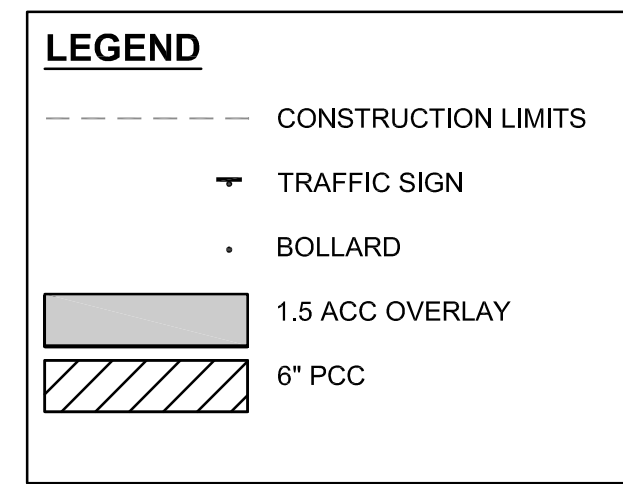
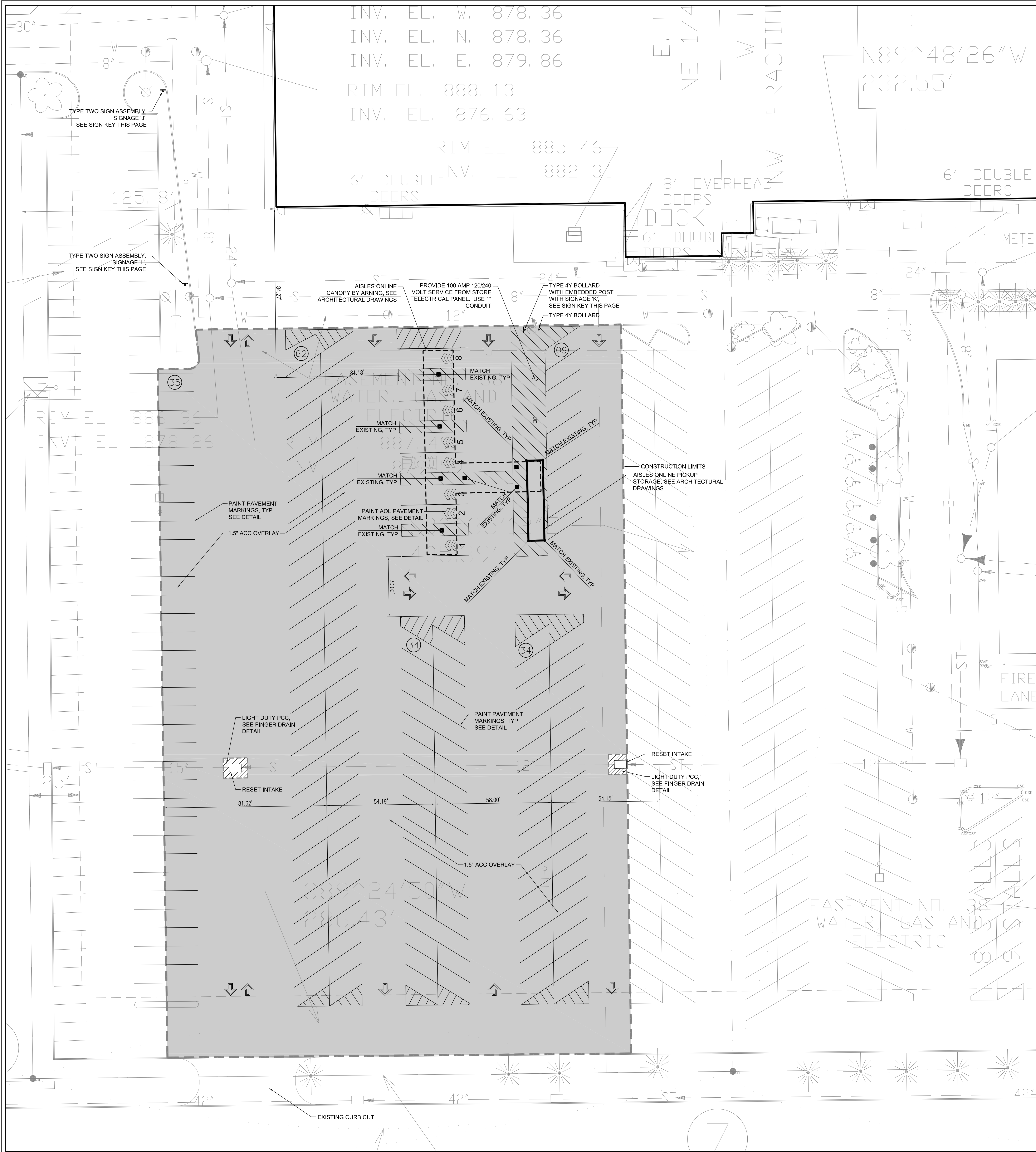


**DEMOLITION PLAN**



DRAWN: JMD	DATE: 07/17/2020
SCALE: 1"=20'-0"	JOB NUMBER:
SHEET:	

**C1.1**



**GENERAL NOTES**

1. PROTECT EXISTING STRUCTURES AND ADJACENT PROPERTY DURING CONSTRUCTION.
2. PROTECT EXISTING UTILITIES DURING CONSTRUCTION.
3. THE LOCATIONS OF ALL UTILITIES INDICATED ON THE PLANS ARE TAKEN FROM EXISTING RECORDS. THE EXACT LOCATION AND ELEVATION OF ALL UTILITIES MUST BE DETERMINED BY THE CONTRACTOR. IT SHALL BE THE DUTY OF THE CONTRACTOR TO ASCERTAIN WHETHER ANY ADDITIONAL UTILITIES OTHER THAN THOSE SHOWN ON THE PLAN MAY BE PRESENT.
4. ALL DIMENSIONS TO BACK-OF-CURB UNLESS NOTED OTHERWISE. ALL DIMENSIONS TO BE FIELD VERIFIED.
5. ALL SLOPES IN PAVEMENT SHALL BE UNIFORM TO AVOID PONDING.
6. FINISH GRADES SHOWN ARE TO TOP OF PAVING, SIDEWALKS, OR FINISH GRADE.
7. STAGING LOCATION FOR CONSTRUCTION EQUIPMENT AND MATERIALS TO BE COORDINATED WITH AND APPROVED BY THE OWNER.

**PAVEMENT SPECIFICATIONS**

- CONCRETE:**
1. CONCRETE MIX BY UNIT VOLUME. MATCH IOWA SUDAS C-SUD MIX DESIGN:  
 TYPE IP BLENDED CEMENT: 10.6%  
 POTABLE WATER: 13.3%  
 AIR ENTRAINMENT: 06.0%  
 FINE AGGREGATE (≦#7): 31.5%  
 COURSE AGGREGATE (#7 - 1.0"): 39.6%  
 A. MAXIMUM SUBSTITUTION OF FLY ASH SHALL BE 15%. FLY ASH SHALL CONFORM TO ASTM C618 CLASS C.  
 B. MAXIMUM SLUMP USING SLIP-FORM PLACEMENT IS 1 1/2". MAXIMUM SLUMP USING OTHER PLACEMENT METHODS IS 4".  
 C. AGGREGATE SHALL BE CLEAN SAND AND CLEAN CRUSHED STONE OR CLEAN GRAVEL FOR HIGH DURABILITY.
  2. INSTALL ROADS, PARKING SURFACES, SIDEWALKS AND CURBS WHERE INDICATED ON PLAN. CONCRETE STRENGTH SHALL BE 4,000 PSI @ 28 DAYS.
  3. FOR CONCRETE PAVEMENTS, PROVIDE CONTROL JOINTS AT 12'-0" OVER CENTER EACH WAY MAXIMUM UNLESS NOTED OTHERWISE ON PLAN.
  4. PERFORM CONCRETE WORK IN ACCORDANCE WITH ACI 301 AND ACI 318. CONFORM TO ACI 305 DURING HOT WEATHER AND ACI 306.1 DURING COLD WEATHER.
  5. CONCRETE FINISH: MEDIUM BROOM PERPENDICULAR TO THE PATH OF TRAVEL.
  6. CONCRETE CURING AGENT: RESIN BASED, MEMBRANE FORMING COMPOUND COMPLYING WITH ASTM C309, TYPE 1.
  7. CONCRETE SIDEWALK JOINT SEALANT: SELF-LEVELING POLYURETHANE GUN GRADE SEALANT, COLOR: GRAY.
  8. CONCRETE ROADS, PARKING LOT, AND CURB JOINT SEALANT: HOT POURED JOINT SEALANT COMPOSED OF PETROPOLYMERS MEETING REQUIREMENTS OF ASTM D 3405. FILL JOINTS FULL. DO NOT USE BACKER ROD.

**ASPHALT:**

1. TACK COAT. REFER TO IOWA SUDAS SPECIFICATIONS:  
 A. PG 56-22
2. APPLY TACK COAT AT .08 GSY RESIDUAL RATE ON CLEAN, DRY SURFACE FREE OF LOOSE PARTICLES PRIOR TO PLACING HMA MIX.
3. HOT MIX ASPHALT. REFER TO IOWA SUDAS SPECIFICATIONS:  
 A. SUBMIT MIX DESIGN FOR APPROVAL  
 B. HMA STANDARDS TRAFFIC (ST) SURFACE: 2". PG 58-28H  
 C. MAXIMUM RAP: 20%
4. PLACE THE HMA MIXTURE IN THE NUMBER OF LIFTS REQUIRED TO PRODUCE THE REQUIRED THICKNESS. THE COMPACTED THICKNESS OF THE TOP LIFT SHALL NOT EXCEED 2 INCHES.
5. PLACE SUCCEEDING LIFTS OF HMA AS SOON AS THE PREVIOUS LIFT HAS BEEN COMPACTED.
6. COMPACT EACH LIFT TO 92-96% DENSITY. VERIFY DENSITY BY PROVIDING CORES PER OWNERS TESTING AGENCY.

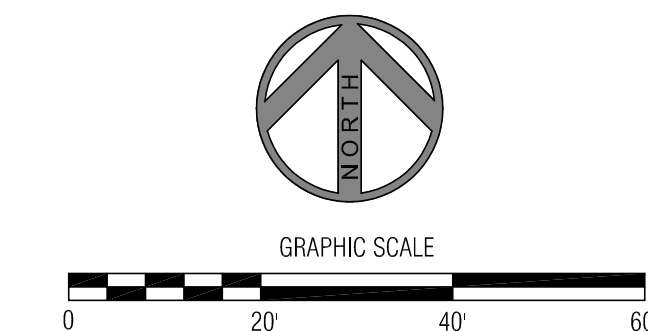
**SIGNAGE AND STRIPING SPECIFICATIONS:**

1. PAINT TRAFFIC DIRECTION ARROWS, PARKING STRIPES, AND HANDICAP SYMBOLS "TRAFFIC YELLOW".
2. PAINT SHALL BE LEAD FREE WATERBORNE TRAFFIC AND HIGHWAY MARKING PAINT UC-3586 YELLOW AS MANUFACTURED BY DIAMOND VOGEL PAINTS OR EQUIVALENT.
3. PROVIDE FOUNDRY GRADE SILICA SAND THAT MEETS A 50/60 GRADED SAND WHEN TESTED ACCORDING TO ASTM C-136 OR GLASS BEADS THAT MEET FEDERAL SPECIFICATION TT-B-1325, TYPE I, GRADATION A.
4. BEFORE APPLICATION OF PAINT, PAINTING SURFACE MUST BE DRY AND FREE FROM DIRT, GREASE, OIL, OR OTHER MATERIAL THAT WOULD REDUCE THE BOND BETWEEN THE PAVEMENT AND PAINT. CLEAN THE AREA TO BE PAINTED BY SWEEPING OR COMPRESSED AIR.
5. APPLY PAINT AT LOCATIONS, DIMENSIONS, AND SPACING SHOWN ON THE PLANS.
6. MIX PAINT IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS AND APPLY AT THE RATE OF 115 SF/GALLON. THE ADDITION OF THINNER WILL NOT BE PERMITTED.
7. APPLY SILICA SAND AT 4LBS/GALLON OF PAINT IMMEDIATELY AFTER THE APPLICATION OF PAINT. SILICA SAND SHALL ADHERE TO THE CURED PAINT PRIOR TO FINAL ACCEPTANCE AND PAYMENT.
8. TREAT GLASS BEADS WITH ADHESION PROMOTING COATINGS AS SPECIFIED BY THE PAINT MANUFACTURER. APPLY GLASS BEADS AT 1LB/GALLON OF PAINT IMMEDIATELY AFTER THE APPLICATION OF PAINT. GLASS BEADS SHALL ADHERE TO THE CURED PAINT PRIOR TO FINAL ACCEPTANCE OF PAYMENT.
9. PROTECT ALL MARKINGS FROM DAMAGE UNTIL PAINT IS DRY.

LOCATION:  
**CEDAR RAPIDS, IOWA**  
**AISLES ONLINE PICKUP**

HY-VEE INC.  
 5820 WEST TOWN PARKWAY  
 WEST DES MOINES, IOWA 50266  
 TELEPHONE: (515) 281-2800  
 FAX: (515) 281-2858

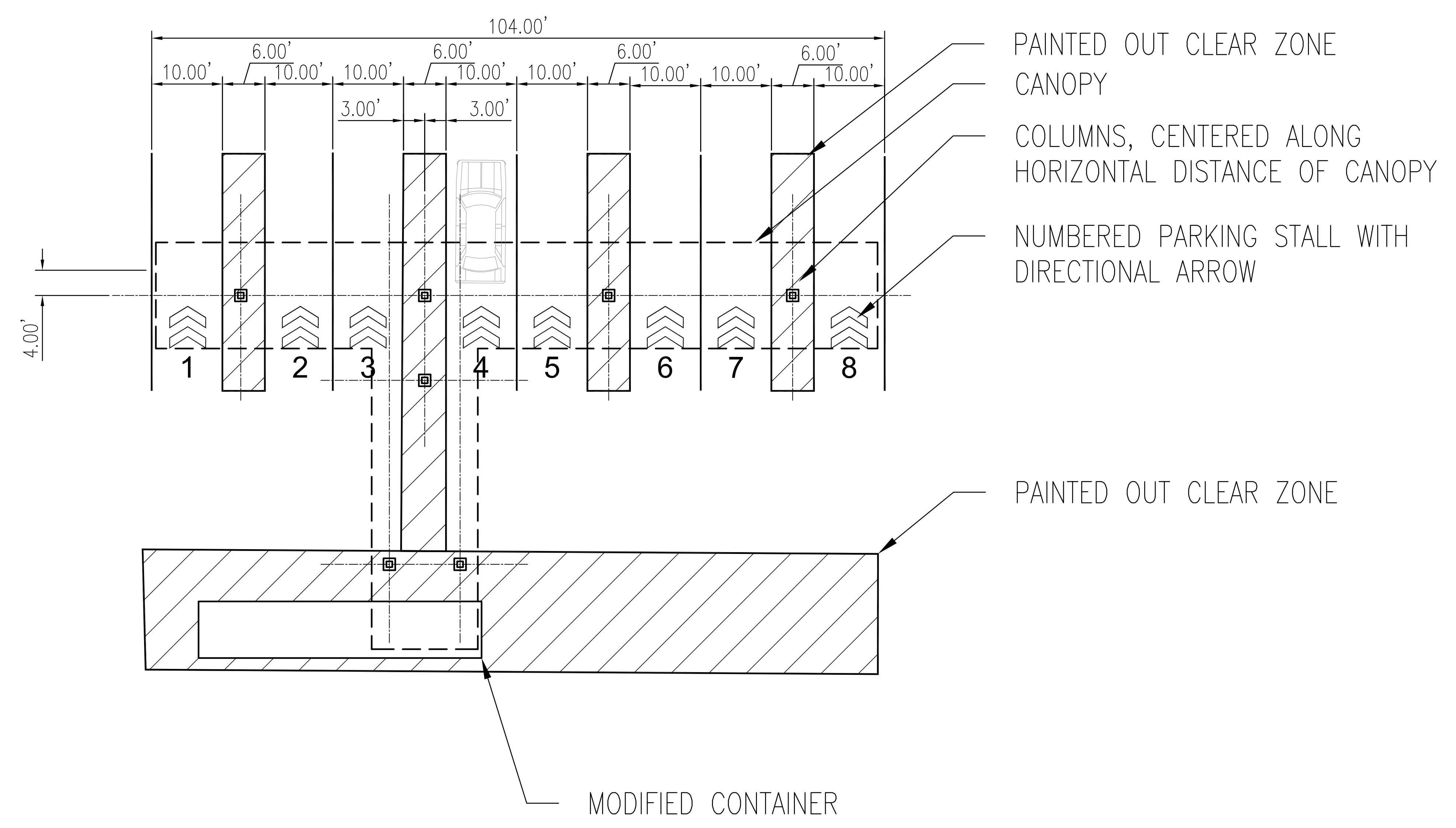
**Hy-vee**  
 EMPLOYEE OWNED



**SITE PLAN**

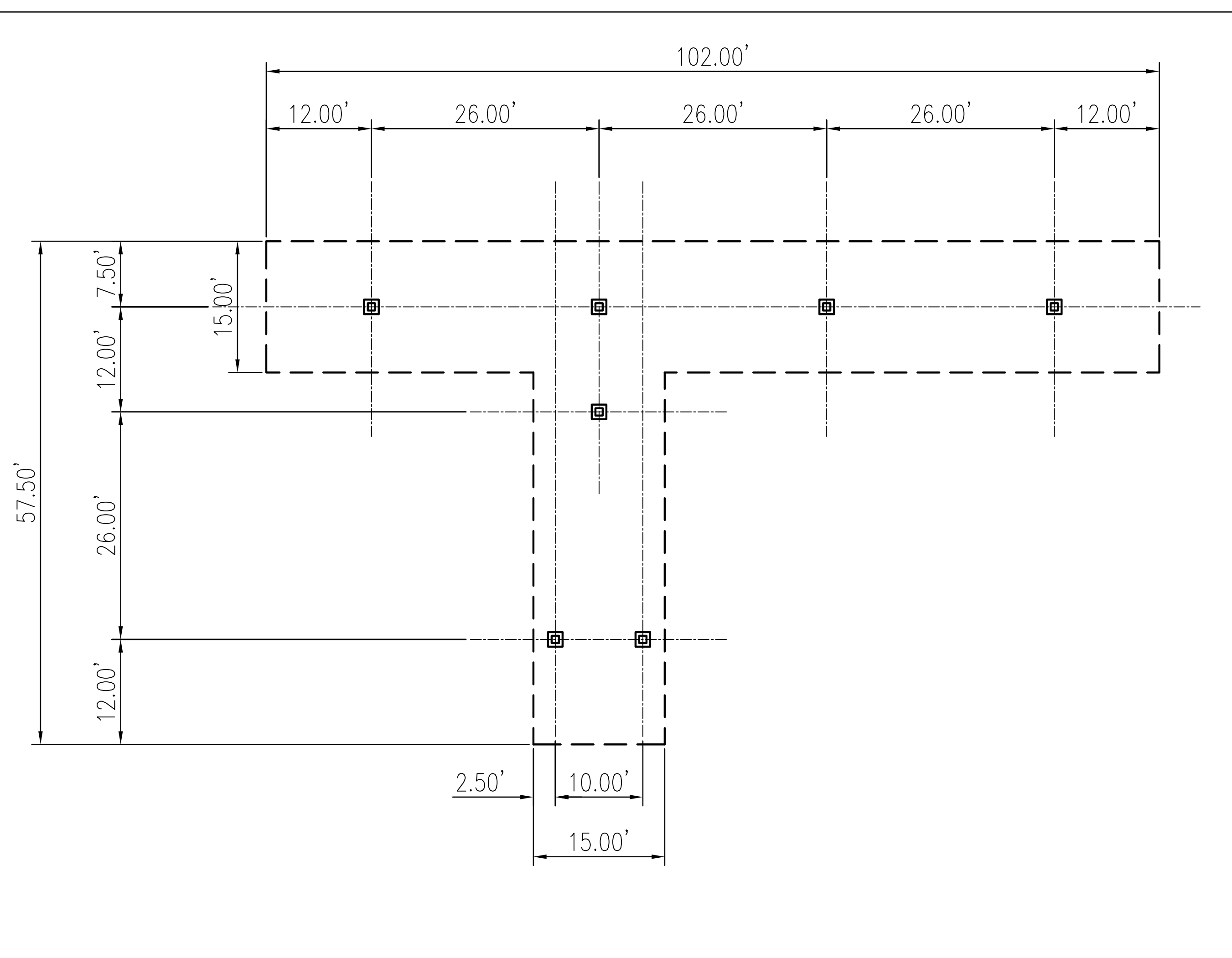
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SCALE: 1"=20'-0"	JOB NUMBER:
SHEET: <b>C2.0</b>	

REVISION	DATE BY



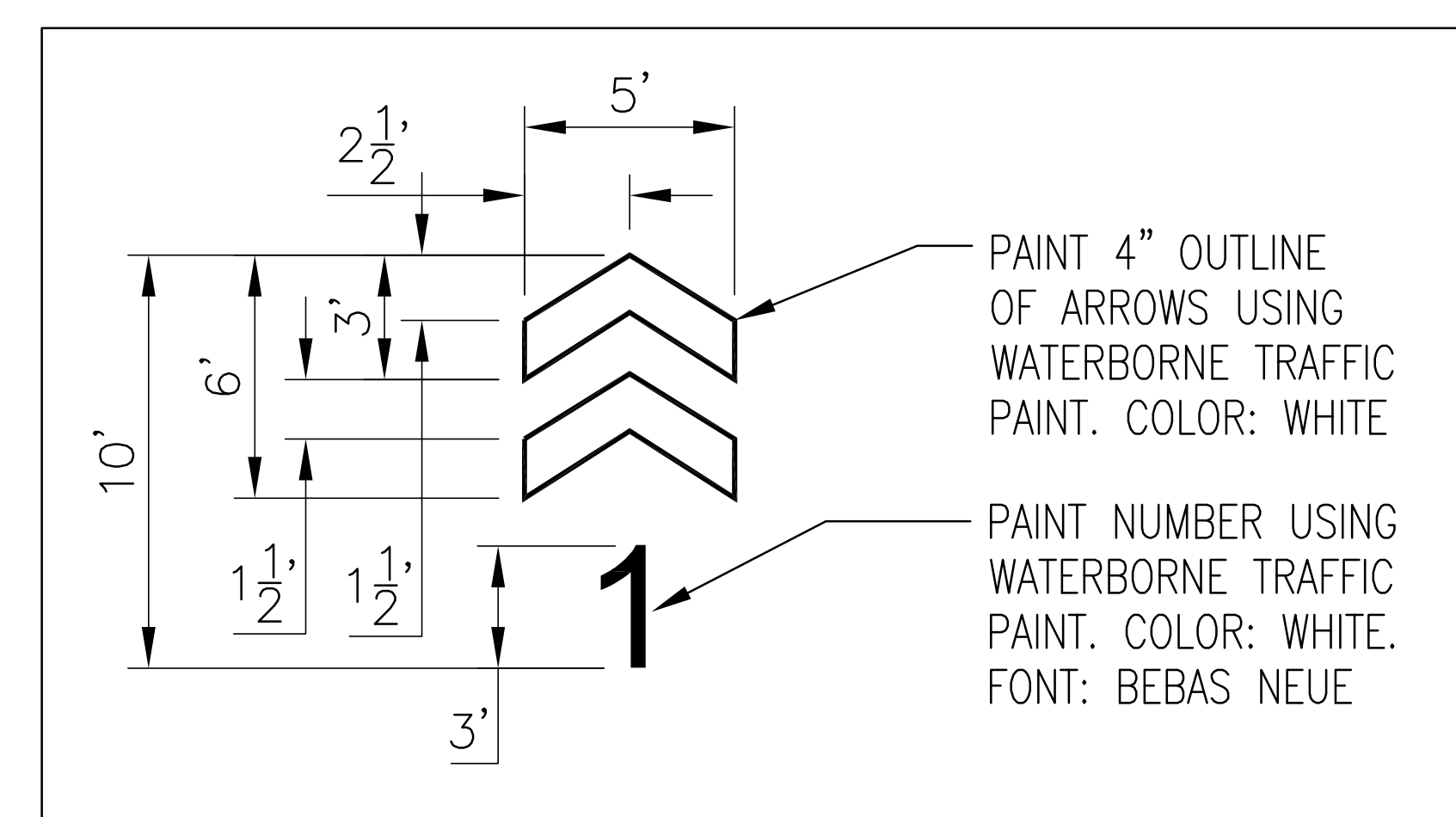
**CANOPY LAYOUT PLAN**

1"=10'-0"



**CANOPY DIMENSIONS**

1"=10'-0"



**LANE MARKING DETAIL**

1"=10'-0"

LOCATION:  
**CEDAR RAPIDS, IOWA**  
**HAILES ONLINE PICKUP**  
 HY-VEE, INC.  
 5820 WESTOWN PARKWAY  
 WEST DES MOINES, IOWA 50266  
 TELEPHONE: (515) 267-2680  
 FAX: (515) 267-2935

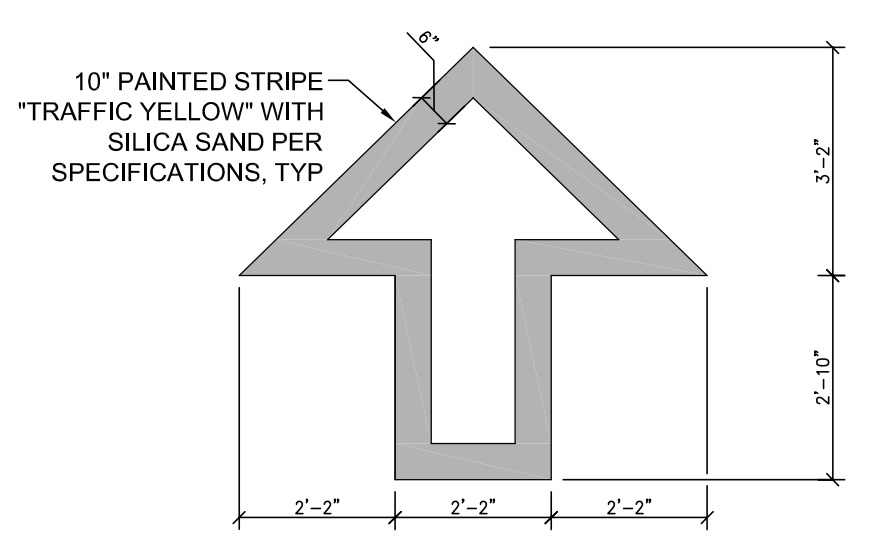
EMPLOYEE OWNED

FRONT ENTRY

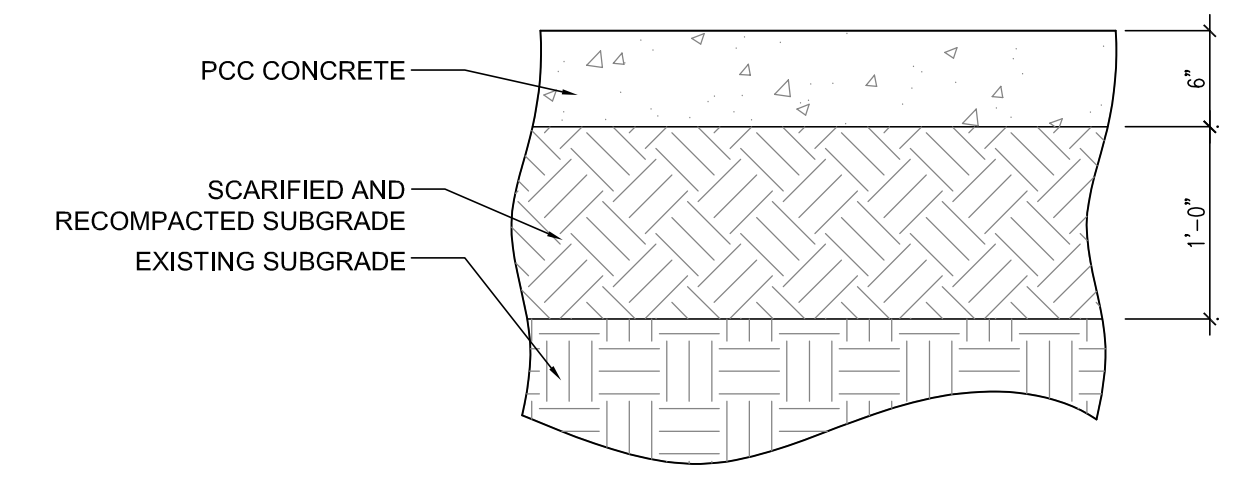
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SCALE: AS NOTED	JOB NUMBER:

SHEET:  
**C2.1**

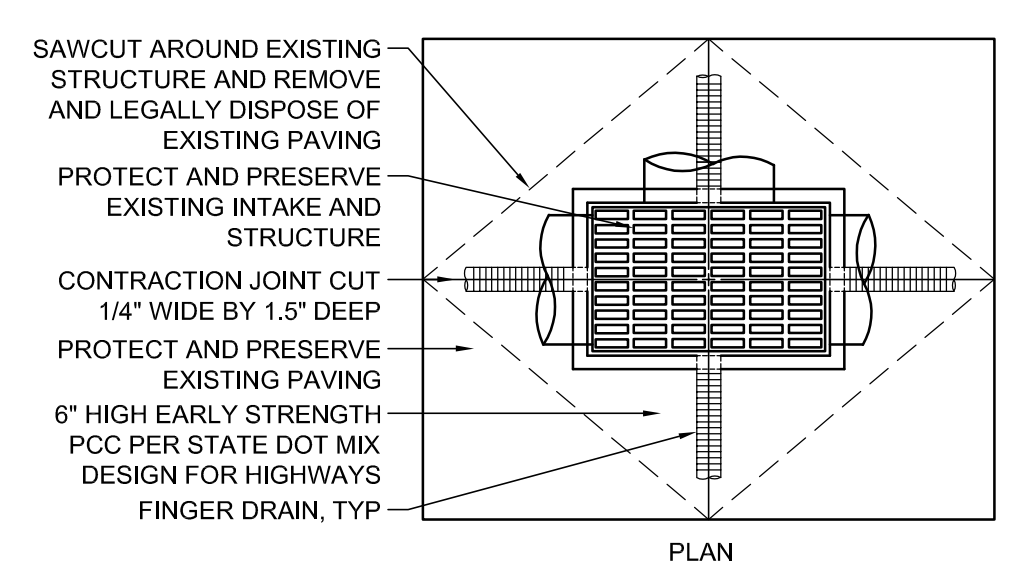
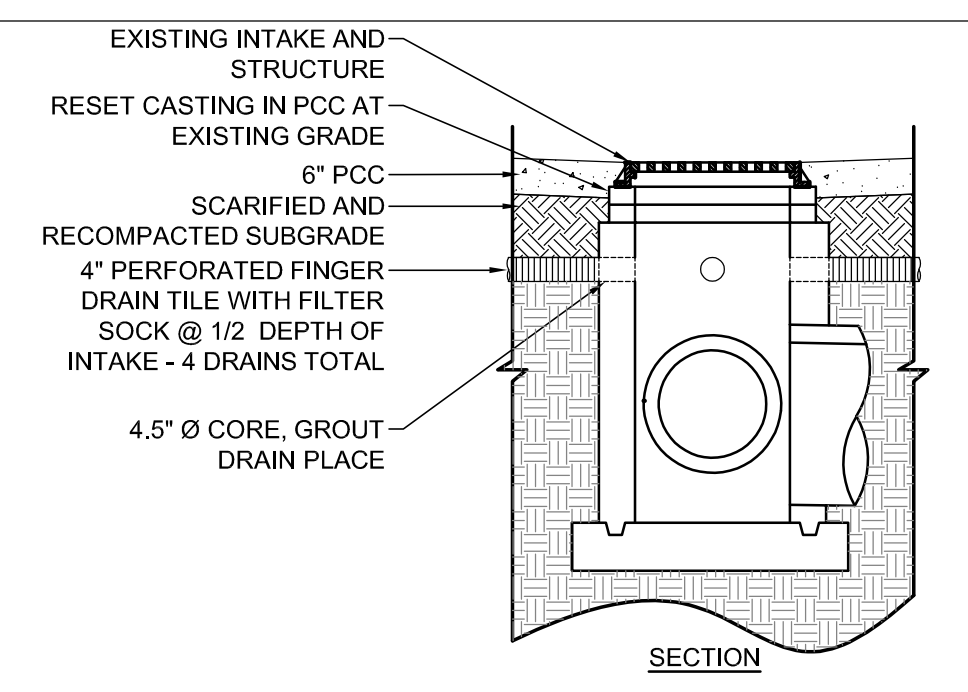
REVISION	DATE	BY



**DIRECTIONAL ARROW**  
 SCALE: 3/8" = 1'-0"  
 REVISION BY DATE

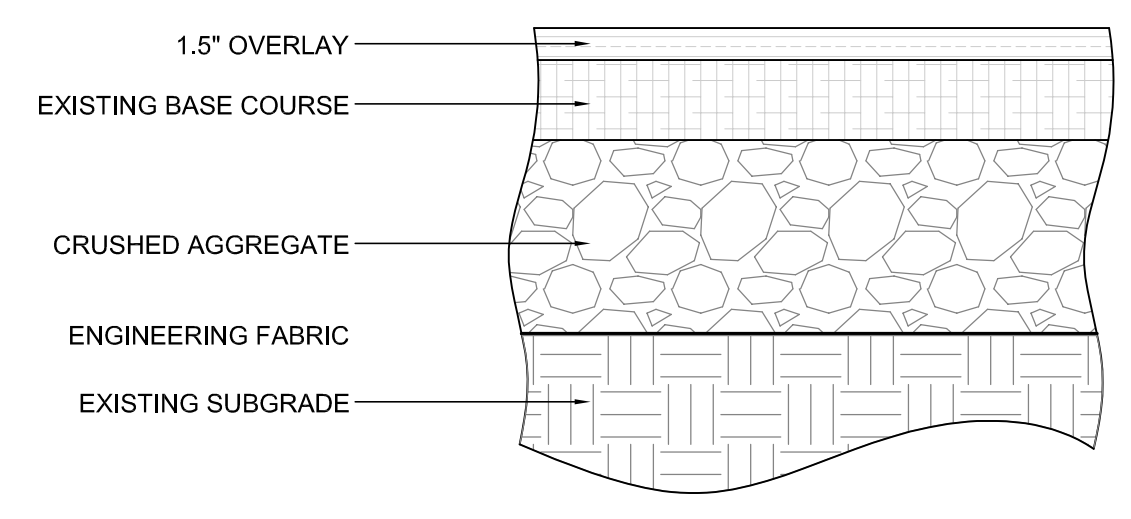


**HEAVY DUTY CONCRETE SECTION, TYP**  
 SCALE: 1" = 1'-0"  
 REVISION BY DATE



**FINGER DRAIN DETAIL**  
 SCALE: 3/8" = 1'-0"  
 REVISION BY DATE

**DETAIL LEFT BLANK**  
 SCALE: REVISION BY DATE



**ASPHALTIC CONCRETE PAVING SECTION, TYP**  
 SCALE: 1" = 1'-0"  
 REVISION BY DATE

**DETAIL LEFT BLANK**  
 SCALE: REVISION BY DATE

LOCATION:  
**CEDAR RAPIDS, IOWA**  
**AISLES ONLINE PICKUP**

HY-VEE, INC.  
 5820 WESTOWN PARKWAY  
 WEST DES MOINES, IOWA 50266  
 TELEPHONE: (515) 267-2600  
 FAX: (515) 267-2935

**HyVee**  
 EMPLOYEE OWNED

**CONSTRUCTION  
 DETAILS**

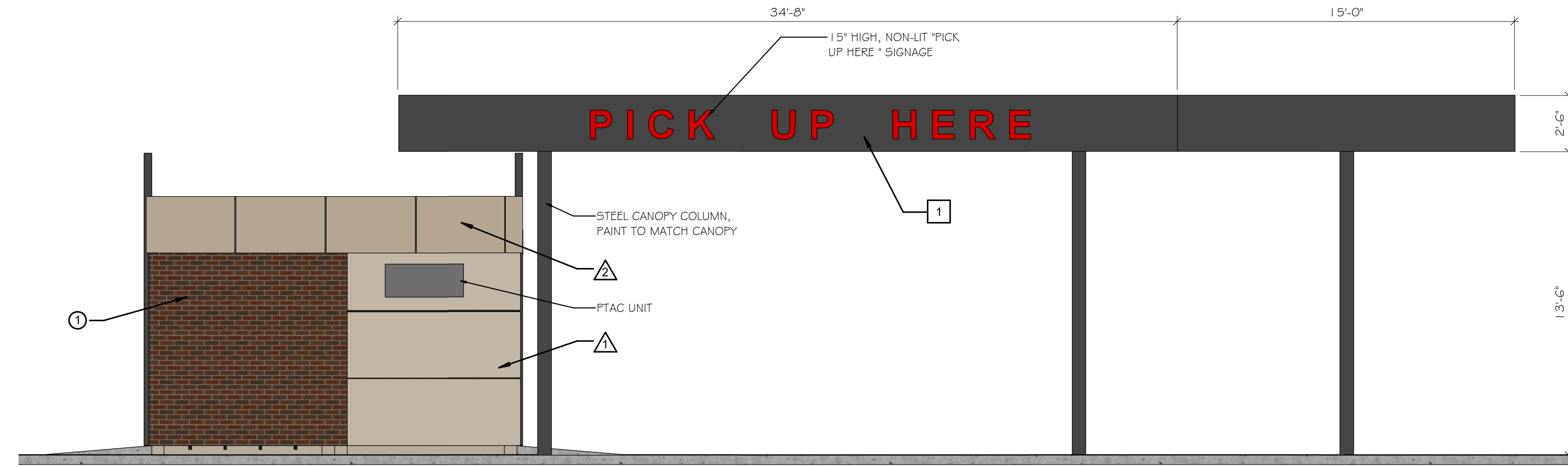
DRAWN: JMD	DATE: 07/17/2020
SCALE: AS NOTED	JOB NUMBER:
SHEET: <b>C6.0</b>	

REVISION	DATE BY



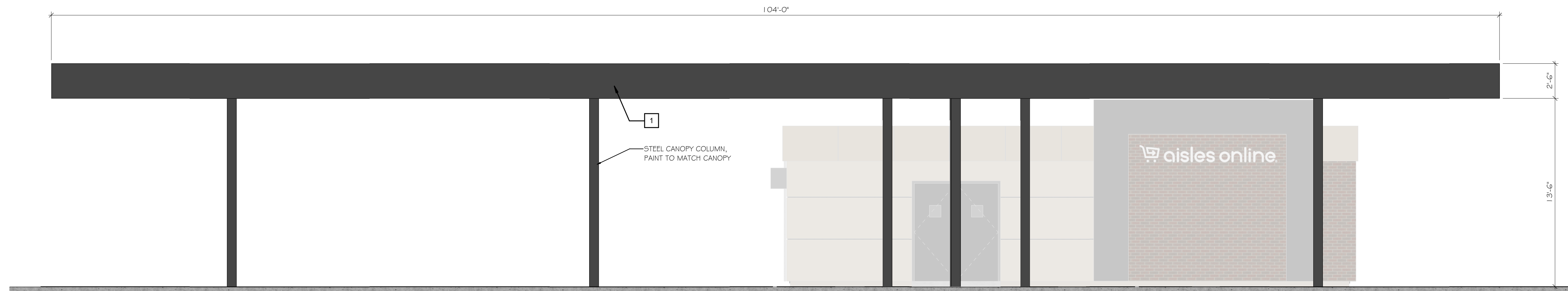
1 FRONT ELEVATION (REAR SIMILAR)

SCALE: 1/4" = 1'-0"



2 SIDE ELEVATION

SCALE: 1/4" = 1'-0"



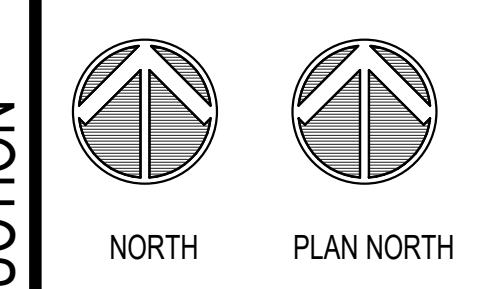
3 CANOPY ELEVATION

SCALE: 1/4" = 1'-0"

MASONRY UNITS:	
①	THIN BRICK BY KANSAS BRICK & TILE. COLOR: #530 FLASH SIZE: MODULAR BOND: 1/3 RUNNING MORTAR: SOLOMON GRIND 10H
CLADDING & CANOPIES:	
△	HORIZONTAL CLADDING: STONEWOOD COLOR: MATCH SHERWIN-WILLIAMS "MAISON BLANCHE" 7526
△	HORIZONTAL CLADDING: STONEWOOD COLOR: MATCH SHERWIN-WILLIAMS "NANTUCKET DUNE" 7527
△	HORIZONTAL CLADDING: STONEWOOD COLOR: "GRANITE GREY" 7026-CD
METAL TRIM COLORS:	
□	PREFINISHED 0.40 ALUMINUM PANELS COLOR: MATCH STONEWOOD "GRANITE GRAY"

LOCATION:  
HY-VEE AISLES ONLINE KIOSK

HY-VEE, INC.  
5820 WESTOWN PARKWAY  
WEST DES MOINES, IOWA 50266  
TELEPHONE: (515) 267-2800  
FAX: (515) 267-2535



EXTERIOR ELEVATIONS

DRAWN: Author	DATE: 2/06/10
SCALE: As Indicated	JOB NUMBER:

SHEET:  
A6.0

PRELIMINARY - NOT FOR CONSTRUCTION



Karen Howard  
Planner  
City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613

**RE: HY-VEE AISLES ONLINE PICK UP POINT NARRATIVE**

Dear Ms. Howard:

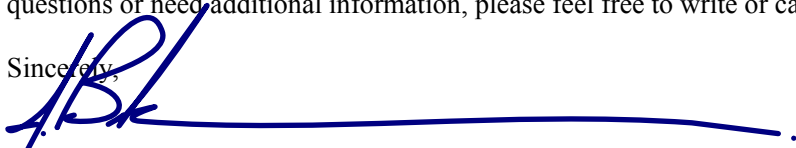
We are pleased to submit the attached site plans and building elevations for our proposed Aisles Online Pick Up point at the Cedar Falls Hy-Vee. We have been working on how to better serve our customers with online grocery ordering, delivery, and pickup over the past several years. We were working with order volumes that could be easily accommodated with several dedicated parking stalls prior to the COVID-19 disruption. In a matter of a week, we went from processing 50 to 60 online orders each day to processing hundreds of orders per hour each day. To provide room to stage the orders and get traffic away from the front of our stores, we set a portable office in our parking lot to hold customer orders for pickup.

We anticipate a steady increase in online orders in the coming years. We are requesting approval to install a permanent installation for pick up service in our parking lot. Attached please find the proposed elevations of the facility and canopy that will anchor this location. The pick up point has been located away from the store to avoid traffic conflicts along the front of the store and in the parking lot. The storage area is to hold orders right before pick up. The canopy acts as both a wayfinding device for customers and shelter from the elements for our employees as they load vehicles with groceries.

Online orders are an offset to the number of trips to the store. We may see the same total number of trips to the store, but roughly ten percent of those trips are online orders. The online orders do not need a parking space in the lot, thus reducing our needed parking count. Orders are processed in incremental time slots to control the number of trips coming to the store. We are seeing our peak hours between 4 pm and 6 pm as customers pick up their groceries on the way home from work. Typical hours of operation are from 8 am to 10 pm, but may be less based on demand at a location.

We look forward to working with the City to make this a successful program. If you have any questions or need additional information, please feel free to write or call.

Sincerely,



John Brehm  
Director, Site Planning

Enclosures

Cc: Cedar Falls Holding, LLC  
Kacie Bonjour, Hy-Vee, Inc.  
File

Hy-Vee, Inc.  
5820 Westown Parkway, West Des Moines, Iowa 50266  
Phone: (515) 267-2800



## 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:** August 12, 2020

**SUBJECT:** 2020 Street Patching Project  
 Project No. RS-000-3243  
 Request for PS&E Approval

Submitted within for City Council approval are the Plans, Specifications, and Estimate of Costs and Quantities for the 2020 Street Patching Project.

We recommend setting Tuesday, September 8, 2020 at 7:00 p.m. as the date and time for the public hearing on this project and Friday, September 11, 2020 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 August 14, 2020. The Plans and Specifications will be ready for distribution to contractors on August 14, 2020 allowing four (4) weeks of review before contract letting.

This project involves the construction of forty-three (43) utility patched on existing City streets. Work shall include 1,014.5 SY removal and replacement of the existing pavement; 167.3 ton HMA patches; 571.7 LF of PCC Curb and Gutter; subgrade preparation; replacement of driveway approaches and pedestrian ramps. Traffic control and flaggers will be required on some of this project.

The total estimated cost for the construction of this project is \$367,039.35. Funding for the project is provided by Cedar Falls Utilities.


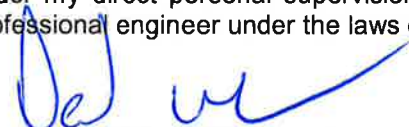
The Plans, Specifications, and Estimate of Costs and Quantities are available for your review at the City Clerk's office or the Engineering Division of the Public Works Department.

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



# PROJECT SPECIFICATIONS FOR THE 2020 STREET PATCHING PROJECT

## Project RS-000-3243 Cedar Falls, Iowa

ENGINEER'S CERTIFICATION	
	<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>8/12/2020</u></p> <p>David Wicke, P.E. Iowa License No. 25684 My license renewal date is December 31, 2021</p> <p>Pages or sheets covered by this seal: <u>1-30.</u></p>

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**DIVISION 3 – Standard Specifications**

The City of Cedar Falls has adopted the 2020 Edition of the STATEWIDE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS (SUDAS) as the City’s Standard Specification.

This Standard Specification is amended by the “City of Cedar Falls” Supplemental Specifications to the 2020 Edition of SUDAS.

Links to both documents can be found on the City’s website at:  
[www.cedarfalls.com/designstandards](http://www.cedarfalls.com/designstandards)

**DIVISION 4 – Supplemental Plans and Specifications**

SUPPLEMENTAL SPECIFICATIONS - BID ITEMS 30

**NOTICE OF PUBLIC HEARING ON PLANS, SPECIFICATIONS,  
FORM OF CONTRACT, AND ESTIMATE OF COST FOR THE  
2020 STREET PATCHING 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 Estimated Total Cost for the construction of the 2020 STREET PATCHING in said City at 7:00 p.m. on the 8<sup>th</sup> day of September 2020, said meeting to be held in the Council Chambers in the City Hall, 220 Clay Street, Cedar Falls, Iowa.

Said Plans, Specifications, Form of Contract, and Estimated Total Cost 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 CITY OF CEDAR FALLS PUBLIC IMPROVEMENTS PROJECT 2020 STREET PATCHING PROJECT**

Time and Place for Filing Sealed Proposals: Sealed proposals will be received at the City Clerk's office at City Hall, 220 Clay Street, Cedar Falls, Iowa by the City Engineer or an authorized representative of the City of Cedar Falls, Iowa, before 2:00 p.m. on the 11<sup>th</sup> day of September, 2020.

Time and Place Sealed Proposals will be Opened and Considered: Sealed proposals will be opened and read at 2:00 p.m. on Friday, the 11<sup>th</sup> day of September 2020 in the Duke Young Conference Room at City Hall, 220 Clay Street, Cedar Falls, Iowa, for consideration by the City of Cedar Falls City Council at its meeting at 7:00 PM on September 21<sup>st</sup>, 2020 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. Contractor shall reach substantial completion no later than November 6<sup>th</sup>, 2020 and shall fully complete close-out of the project no later than November 20<sup>th</sup>, 2020.

Bid Security: Each Form of Proposal shall be accompanied in a separate envelope by a bid security as defined in the Instructions to Bidders- Division 1, Section 05.

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 materials, or both, in the execution of the work provided for in the contract.

Contract Documents: 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. Electronic contract documents will become available Tuesday, August 18<sup>th</sup>, 2020 at no cost by clicking on the "Bid Opportunities" link at [www.cedarfalls.com](http://www.cedarfalls.com) and choosing the **2020 STREET PATCHING** project from the list. Project information, Engineer's cost opinion, and planholder information is also available at no cost at this website. Downloads require the user to register for a free membership at [www.QuestCDN.com](http://www.QuestCDN.com).

**Contact Brett Armstrong for document distribution or any questions via phone: (319) 268-5161, fax: (319) 268-5197, or email: [brett.armstrong@cedarfalls.com](mailto:brett.armstrong@cedarfalls.com). QuestCDN reference number 7263321.**

If any prospective bidder is in doubt as to the true meaning of any parts of the contract documents, the bidder may request an interpretation from the Engineer, in writing, either through mail, fax or 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:

Brett Armstrong, Civil Engineer I  
Cedar Falls Engineering Department  
220 Clay Street  
Cedar Falls, IA 50613  
[Brett.armstrong@cedarfalls.com](mailto:Brett.armstrong@cedarfalls.com)

Any interpretation of the contract documents will be made in writing and only by an addendum duly mailed or delivered to each prospective bidder who received, or in the future requests, contracts documents from Jurisdiction. 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 Jurisdiction or the Engineer.

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 gives 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 that state or foreign country. The preference 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 shall be exempt from tax as provided by Code of Iowa Sections 423.2 and 423.45.

Project Description: This project involves the construction of forty-three (43) utility patched on existing City streets. Work shall include 1,014.5 SY removal and replacement of the existing pavement; 167.3 ton HMA patches; 571.7 LF of PCC Curb and Gutter; subgrade preparation; replacement of driveway approaches and pedestrian ramps. Traffic control and flaggers will be required on some of this project.

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

CITY OF CEDAR FALLS, IOWA

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

## **DIVISION I – Instructions to Bidders**

The work comprising 2020 STREET PATCHING Project shall be constructed in accordance with the 2020 Edition of the SUDAS and as further modified by the City of Cedar Falls' Supplemental Specifications and the special provision 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 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 and 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.

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

Project: 2020 STREET PATCHING PROJECT  
Project No. RS-000-3243

### **02 Qualification of the Bidder**

*Add the following to Standard Specification Section 1020 – 1.01:*

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

The address and description of the bidder's place of business; The number of years engaged in the contracting business under the present firm name, and the name of the state where incorporated; A list of the property and equipment available to the bidder to evaluate if the bidder can complete the work in accordance with the bidding documents; A financial statement of the bidder showing that the bidder has the financial resources to meet all obligations incidental to the work; The bidder's performance record giving the description, location, and telephone number of similar projects constructed in a satisfactory manner by the bidder; A list of projects presently under contract, the approximate contract amount and the percent of completion of each; A list of contracts which resulted in lawsuits; A list of contracts defaulted; A statement of the bidder indicating whether or not the bidder has ever filed bankruptcy while performing work of a like nature or magnitude; A list of officers of the firm who, while in the employ of the firm or the employ of previous firms, were associated with contracts which resulted in



lawsuits, contracts defaulted or filed for bankruptcy; The technical experience of personnel guaranteed to be employed in responsible charge of the work stating whether the personnel have or have not performed satisfactorily on other contracts of like nature and magnitude or comparable difficulty at similar rate of progress; Such additional information as will assist the Owner in determining whether the bidder is adequately prepared to fulfill the contract. Owner's decision as to qualifications of the bidder will be final.

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

### **03 Contents of the Proposal Forms**

*Add the following to Standard Specification Section 1020 – 1.02:*

Plans, specifications, and proposal forms may be obtained from the office of the City Engineer. Plans, specifications, and proposal forms have been approved by the City Council and are now on file for public examination in the office of the City Clerk. Contract documents are also available electronically through the City's website under "Bid Opportunities".

### **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 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 Code of Iowa Sections 423.2 and 423.45.

### **05 Submission of the Proposal, Identity of Bidder and 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). The bid security shall be in the form of a cashier's check or certified check drawn on a state-chartered or federally chartered bank, or a certified share draft drawn on a state-chartered or federally chartered credit union, or a bidder's bond with corporate surety satisfactory to the City. 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, bidders status form and 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: 2020 STREET PATCHING PROJECT  
Project No. RS-000-3243

**FORM OF PROPOSAL  
2020 STREET PATCHING PROJECT  
PROJECT NO.  
RS-000-3243  
CITY OF CEDAR FALLS, IOWA**

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 2020 STREET PATCHING 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:

<b>BID ITEM #</b>	<b>DESCRIPTION</b>	<b>UNITS</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>EXTENDED PRICE</b>
1	Removal of Pavement	S.Y.	1,014.5		
2	Removal of Curb & Gutter	L.F.	571.2		
3	Removal of Driveway	S.Y.	6.8		
4	Removal of Sidewalk	S.Y.	46.3		
5	Removal of Paved Median	S.Y.	24.8		
6	Saw Cutting for Removals	L.F.	2,217.2		

BID ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENDED PRICE
7	Excavation, Class 10, Unstable Material	C.Y.	349.8		
8	Curb, P.C.C., 7 In. 2.0 Ft. Width, Type "C" Class III	L.F.	309.4		
9	Curb, P.C.C., 7 In. 2.5 Ft. Width, Type "C", Class III	L.F.	232.1		
10	Curb, P.C.C., 7 In. 3.0 Ft. Width, Type "C", Class III	L.F.	30.2		
11	Modified Subbase	C.Y.	349.8		
12	Topsoil, Furnish & Spread	C.Y.	20.19		
13	Hydraulic Seeding	S.F.	181.9		
14	Driveway, P.C.C., 6 In., Class "C"	S.Y.	6.8		
15	Sidewalk, P.C.C., 4 In., Class "C"	S.Y.	43.1		
16	Sidewalk, P.C.C., 6 In., Class "C"	S.Y.	3		
17	Pedestrian Ramps, Detectable Warning	EACH	1		
18	Utility Patch, P.C.C., Type "C" Class III	S.Y.	777.8		
19	Utility Patch, HMA (ST) Surf., 1/2", PG58-28S	TONS	167.3		
20	Median, P.C.C., 6", Type "C", Class III	S.Y.	24.8		
21	Compaction of Subgrade	S.Y.	1,014.5		
22	Valve Adjustment	EACH	1		
23	Traffic Control	L.S.	1		
				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. A unit price shall be submitted for each of the items (Items 1-23). 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 forty-five (45) 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 the Contractor for signature, and start work within ten (10) calendar days after the date as set forth in the written Notice to Proceed.

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

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

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)

By \_\_\_\_\_ (Title)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
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: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_
- You may attach additional sheet(s) if needed.*

**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.

309-6001 02-14





## FORM OF CONTRACT

This Contract entered into in quadruplicate at Cedar Falls, Iowa, this \_\_\_\_ day of \_\_\_\_\_, 2020, 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: 2020 STREET PATCHING PROJECT, Project No. RS-000-3243 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 17<sup>th</sup> day of August, 2020, 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 Project No. RS-000-3243 attached hereto shall be made a part of this contract as fully as though set out herein verbatim:

- a. Resolution ordering construction of the improvement
- b. Plans
- c. Notice of Public Hearing on Plans and Specifications
- d. Notice to Bidders
- e. Instructions to Bidders
- f. Supplemental Conditions
- g. General Conditions
- h. Project Specifications
- i. Form of Proposal
- j. Performance, Payment, and Maintenance Bond
- k. Form of Contract
- l. Non-collusion Affidavit of Prime Bidder

m. Bidders Status Form

In Witness whereof, this Contract has been executed in quadruplicate on the date first herein written.

\_\_\_\_\_  
Contractor

CITY OF CEDAR FALLS, IOWA

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

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

## Performance, Payment and Maintenance Bond

SURETY BOND NO. \_\_\_\_\_

KNOW ALL BY THESE PRESENTS:

That we, \_\_\_\_\_, as Principal (hereinafter the “Contractor” or “Principal” and \_\_\_\_\_ 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 \_\_\_\_\_ (\$\_\_\_\_\_), 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:

**2020 STREET PATCHING Project  
Paving/ Subdrainage  
Project RS-000-3243**

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 Black Hawk 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. RS-000-3243

Witness our hands, in triplicate, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Surety Countersigned By:

**PRINCIPAL:**

\_\_\_\_\_  
Signature of Agent

\_\_\_\_\_  
Contractor

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

\_\_\_\_\_  
Printed Name of Agent

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

**SURETY:**

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
Surety Company

\_\_\_\_\_  
City, State, Zip Code

By: \_\_\_\_\_  
Signature Attorney-in-Fact Officer

\_\_\_\_\_  
Company Telephone Number

\_\_\_\_\_  
Printed Name of Attorney-in-Fact Officer

\_\_\_\_\_  
Company Name

**FORM APPROVED BY:**

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
Attorney for Owner

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
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.

**NOTICE TO PROCEED**

TO: \_\_\_\_\_ DATE: \_\_\_\_\_

PROJECT: 2020 STREET RECONSTRUCTION  
RS-000-3243  
Cedar Falls, Iowa

You are hereby notified to commence WORK in accordance with the Agreement dated \_\_\_\_\_, **2020**, within ten (10) calendar days of \_\_\_\_\_, **2020** and you are to complete the WORK as follows: furnish all labor, material and equipment necessary for construction of the 2020 STREET RECONSTRUCTION PROJECT.

The work under the proposed contract shall commence within ten (10) calendar days after the date set forth in this written Notice to Proceed and shall be performed regularly and diligently through the duration of the project.

Liquidated damages in the amount of one thousand (\$1,000.00) dollars per calendar day will be assessed for each calendar day for each Street or Stage of a street (e.g. Stage 1, 2) that is not substantially complete after the expiration of the contract time set forth. Each subsequent stage will start over with the contract time shown after agreed approval with the owner's representative to proceed from previous stage. Liquidated damages in the amount of one thousand (\$1,000.00) dollars per calendar day will be assessed for each calendar day that any work remains uncompleted after October 2, 2020 (substantial completion) regardless of the status of previous stages. Substantial completion shall mean that the stages are fully open to the general public with minor work (e.g. watering) to be completed without requiring closures. Contractor shall reach substantial completion no later than October 2nd, 2020 and shall fully complete the close-out process no later than November 13, 2020. If remaining punchlist items remain after November 13, 2020, liquidated damages will go into effect in the amount of one thousand (\$1,000.00) dollars per calendar day until completed.

City of Cedar Falls, Iowa  
(OWNER)

By \_\_\_\_\_

Title \_\_\_\_\_



## **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 shall 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 shall be required to coordinate all operations with those of other Contractors working within the same area of the following projects and/or events:

- 1) UNI Fall Classes Resume – August 24, 2020
- 2) Cedar Falls Public Schools Resume (Tentative)– August 24, 2020
- 3) UNI Homecoming – October 17, 2020

### **03 Protection of Line and Grade Stakes**

*Add the following to Standard Specification Section 1050 – 1.10:*

The Contractor shall notify the Engineer at least 48 hours prior to the need for survey stakes. The Contractor shall be responsible for preserving survey stakes and marks and if any survey stakes or marks are destroyed or disturbed by the Contractor, Contractor will be charged for the cost of replacing them.

### **04 Borrow and Waste Sites**

*Add the following to Standard Specification Section 1070 – 2.13:*

It shall be the Contractor's responsibility 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 or broken concrete). No payment for overhaul will be allowed for material hauled to these sites. The Engineer shall review all proposed disposal sites and determine the acceptability of each. Overhaul will not be measured or paid for but will be considered incidental to pavement removal or roadway excavation on this project.

### **05 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 thirty five (35%) percent of the total contract cost unless otherwise specified. 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.

## **06 Contract Time**

*Add the following to Standard Specification Section 1080 – 1.02:*

The work on the Contract shall commence ten calendar days after the date set forth in the written Notice to Proceed and shall be completed by calendar day, November 20<sup>th</sup>, 2020, as set forth in the written Notice to Proceed.

If not local traffic within the allotted calendar days, liquidated damages of \$1,000.00 per day will be assessed.

## **07 Work Progress and Schedule**

*Add the following to Standard Specification Section 1080 – 1.03:*

The progress of the work shall be such that at the expiration of one-fourth of the calendar days, one-eighth of the work shall be completed; at the expiration of one-half of the calendar days, three-eighths of the work shall be completed; at the expiration of three-fourths of the calendar days, the work shall be three-fourths completed, and the whole work shall be completed at the expiration of the calendar days.

## **08 Weekly Record of Calendar 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.

## **09 Liquidated Damages**

*Add the following to Standard Specification Section 1080 – 1.12:*

Liquidated damages in the amount of one thousand (\$1,000.00) dollars per calendar day will be assessed for work not completed within the designated contract term as described in the Notice to Proceed.

## **10 Progress Payments and Vouchers**

*Add the following to Standard Specification Section 1090 – 1.01:*

Pay estimates will be submitted to the City Council for approval on the First and Third Mondays of each month.

Payment to the Contractor will be made in cash from such cash funds of said City as may be legally used for said purposes, including the proceeds of the Local Option Tax and General Obligation Bonds. Any other combination of funds may be used at the discretion of the City Council.

See Division 2 – Special Provisions Section 06- Contract time for liquidated damages for Intermediate calendar days.

Before final payment is made, the Contractor shall furnish lien waivers with original signatures showing that all subcontractors and all persons furnishing labor and materials have been fully paid for such materials and labor. The City may retain the last month's payment for a period of ninety (90) calendar days following such completion and approval, unless satisfied that material and laborers have been paid in full. Electronic signatures will be accepted on lien waivers.

## **11 Storm Water Pollution Prevention**

### 1. Site Description

The proposed 2020 STREET PATCHING Project involves construction of portions of forty-three (43) existing residential city streets by removal of the existing pavement, driveways and replacement with a new P.C. Concrete or Hot Mixed Asphalt street patch. The construction of patches should be staged by the contractor to provide access to the properties within the closure for access by the fire department, police department, and ambulance service in the event of an emergency.

The Project consists of construction of residential streets with intent to minimize the time of construction and the exposure of subgrade soils to erosion. Upon removal of pavement in any area, underground construction begins immediately and construction proceeds continuously until that section of road is reopened to traffic. The existing soils are Kenyon-Clyde-Urban land complex, with 2 to 9 percent slopes. All streets included in the project are designed with positive drainage to the existing storm sewer system that eventually drains into various branches of Dry Run Creek and then to the Cedar River.

The project plan set shows the intended construction staging plan and minimum details of the erosion control measures to be included in this project. No data is recorded regarding quality of runoff from the project streets. The Rational Method runoff coefficient used for the design of the storm sewer and intake system was 0.4 for low density residential.

### 2. Erosion and Sediment Controls

Construction activities that disturb subgrade soils are shown in the construction staging plan as included in the Project plan set. The primary means of controlling silt movement during construction is by minimizing the exposure of subgrade soils by way of a designated staging plan. In addition, sediment filters shall be installed on intake wells in sump locations and at the low point of the construction stage. Also, silt dams shall be installed at the low point of a construction stage where necessary to prevent silt from migrating off site. Sediment filters shall also be placed on finished intake openings until the areas between the back of curb and the existing undisturbed grass are sodded or have established growth from seeding.

Stabilizing of all disturbed areas shall be by sodding, seeding or hydromulch as soon as practical after completion of the backfilling of the curbs and the placement of the topsoil. Hydromulch shall be incidental if seeding is not incorporated due to temperatures. No areas shall be left unprotected for more than 14 days. The Contractor shall be responsible for installation and maintenance of all erosion control

measures as described in the plans. The Contractor may elect to delegate portions of these tasks to subcontractors.

All contractors 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 work operations or encountered in their work. All waste building materials and supplies must be removed from the site. If construction equipment maintenance or repair is performed on the 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.

Each and every Contractor shall be responsible to the Owner to:

1. Conduct all 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.
2. Coordinate with the Owner for installation of additional erosion control measures that may be needed during construction.

### 3. Storm Water Management

Storm water shall be routed by means of concrete curb intakes and storm sewer. Concrete and plastic pipes shall be used to channel water from curb intakes to the existing main storm sewer pipes. Temporary sediment basins were not incorporated because of the limited area exposed in each stage of street construction. Sediment filters shall be incorporated in specific intakes to serve as sediment control structures during each stage. Storm water runoff volumes will not change as a result of the street construction project, but storm water runoff shall be managed during construction to minimize erosion.

### 4. Reporting and Updates

The Owner or a representative is to insure compliance with the plans and will carry out regular inspections. Owner designated and qualified personnel will inspect disturbed areas of the construction site that have not reached “final stabilization” at least once every seven (7) calendar days. Owner will be responsible for executing the Plan towards the goal of a stabilized site. Owner will make determination of Contractors compliance with the plan and may direct additional measures to be taken by any Contractor. When a plan deficiency or the occurrence of a pollutant entering the drainage system is observed, corrective action shall be taken. Revisions and modifications shall be made to the control facilities as needed.

## **12 METHOD OF MEASUREMENT**

The Engineer will measure the items of work that have been acceptably constructed as specified in the contract documents for the 2020 STREET PATCHING Project in accordance with the 2020 Edition of the SUDAS and as further modified by the City of Cedar Falls’ Supplemental Specifications.

## **13 BASIS OF PAYMENT**

Payment for the items listed in the Method of Measurement shall 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 2020 edition of the SUDAS as amended by the City of Cedar Falls' Supplemental Specifications to the 2020 edition of the SUDAS.

## DIVISION 4 – Supplemental Plans and Specifications

All work shall be constructed as specified in the Contract documents for the 2020 STREET PATCHING Project in accordance with the 2020 Edition of the SUDAS as amended by the City of Cedar Falls' Supplemental Specifications to the 2020 Edition of the SUDAS, except as amended or supplemented as follows:

### Item No. 6 - Saw Cutting for Removals

Saw cutting required for pavement removal will be measured on a lineal foot basis. All saw cutting required for removals shall be full depth. Saw cuts required for new pavement joints shall be incidental to the cost per square yard for new pavement.

### Item No. 11 - Subbase, Modified

Material for Modified Subbase shall comply with the Standard Specification, consisting of virgin crushed stone material. Placement and compaction shall comply with the Standard Specification Section with the following exception: Contractor will be allowed to utilize the completed subbase as a haul road for concrete delivery to the paving operation on streets without CD baskets.

### Item No. 18 – Utility Patch, P.C.C. Full Depth, “C” Mix

Full depth P.C.C. patches shall be placed at the project limits as directed by the Engineer. Full depth P.C.C. patches are intended to replace deteriorated areas of existing P.C.C. pavements at the project limits. The price bid per square yard shall include the materials, equipment, and labor required for saw cutting, removals, subgrade preparation, and placement of the P.C.C. patch.

### Item No. 19 – Utility Patch, HMA (ST), PG58-28S

Material requirements as per the Standard Specifications. HMA patches are intended to replace deteriorated areas of existing HMA pavements at the project limits and shall be placed at project limits as directed by the Engineer. The bid price per ton shall include the materials, equipment, and labor required for saw cutting, removals, subgrade preparation, and placement of the HMA patch. Up to 10% of unclassified Recycled Asphalt Pavement (RAP) may be incorporated into these bid items.

### Item No. 21 - Compaction of Subgrade

The portion of the subgrade to be covered by the modified subbase shall be scarified for a depth of 6 inches. The scarified material shall be uniformly dried or wetted and re-compacted to not less than 95 percent of standard proctor density as determined in accordance with AASHTO T-99. The price bid for "Compaction of Subgrade" shall be full payment for scarification, manipulation and compaction of the material and for furnishing all water required for the work in conformance with the plans and specifications.

### Item No. 23 - Traffic Control

Traffic Control during construction shall meet the requirements of I.D.O.T. Specification Section 2528.

# CITY OF CEDAR FALLS, IOWA BLACK HAWK COUNTY

## PLANS FOR THE PROPOSED IMPROVEMENTS OF THE 2020 STREET PATCHING PROJECT PROJECT NO. RS-000-3243

PREPARED BY THE CITY ENGINEERING SERVICES  
DEPARTMENT OF PUBLIC WORKS  
CITY OF CEDAR FALLS, IOWA  
SEPTEMBER, 2020

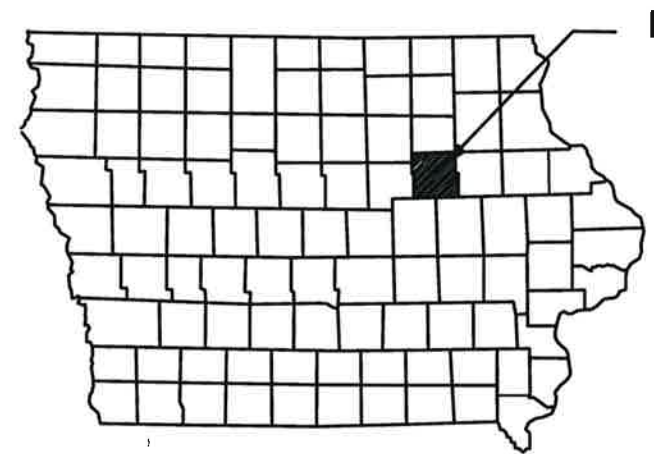
THE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS (SUDAS), 2020 EDITION, AND THE CURRENT CITY OF CEDAR FALLS SUPPLEMENTAL SPECIFICATIONS TO THESE SPECIFICATIONS, SHALL APPLY TO THE CONSTRUCTION WORK PERFORMED UPON THIS PROJECT.

LEGEND	
— G — G —	EXISTING GAS
— W — W —	EXISTING WATER
— P —	PROPOSED STORM SEWER
— SS — SP — SS —	PROPOSED SANITARY SEWER
— SS — S — SS —	EXISTING SANITARY SEWER
— S —	SUBDRAIN
— FO — FO —	FIBER OPTIC
— OHE — OHE — OHE —	OVERHEAD ELECTRIC
— E — E — E —	ELECTRIC
— C — C — C —	COMMUNICATION
— PA —	PROPERTY LINE
⊙ ⊙	LIGHT/UTILITY POLE
⊙ ⊙	HYDRANTS
⊗	WATER / GAS VALVE
1	REMOVALS AS PER PLAN

INDEX OF SHEETS	
SHEET NO.	DESCRIPTION
A.01 - A.02	TITLE SHEET, LOCATION MAP
B.01 - B.03	TYPICAL SECTIONS, DETAILS
C.01 - C.03	ESTIMATED QUANTITIES, ESTIMATE REFERENCE, GENERAL NOTES, TABULATIONS
D.01 - D.11	REPAIR LOCATIONS

### 2020 EDITION URBAN STANDARD SPECIFICATIONS

NUMBER	DATE	IDENTIFICATION
7010.101	4/21/20	JOINTS
7010.102	4/21/20	PCC CURB DETAILS
7010.103	4/21/20	MANHOLE BOXOUTS IN PCC PAVEMENT
7040.101	10/17/17	FULL DEPTH PCC PATCHES LESS THAN OR EQUAL TO 15' LONG
7040.102	10/17/17	FULL DEPTH PCC PATCHES GREATER THAN 15' LONG
9040.102	10/17/17	FILTER SOCK

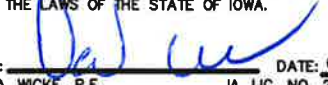


BLACK HAWK CO.



**ENGINEER'S CERTIFICATION**

I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

SIGNED:  DATE: 08/13/2020  
 DAVID A. WICKE, P.E. IA. LIC. NO. 25684  
 MY LICENSE RENEWAL DATE IS DECEMBER 31, 2020

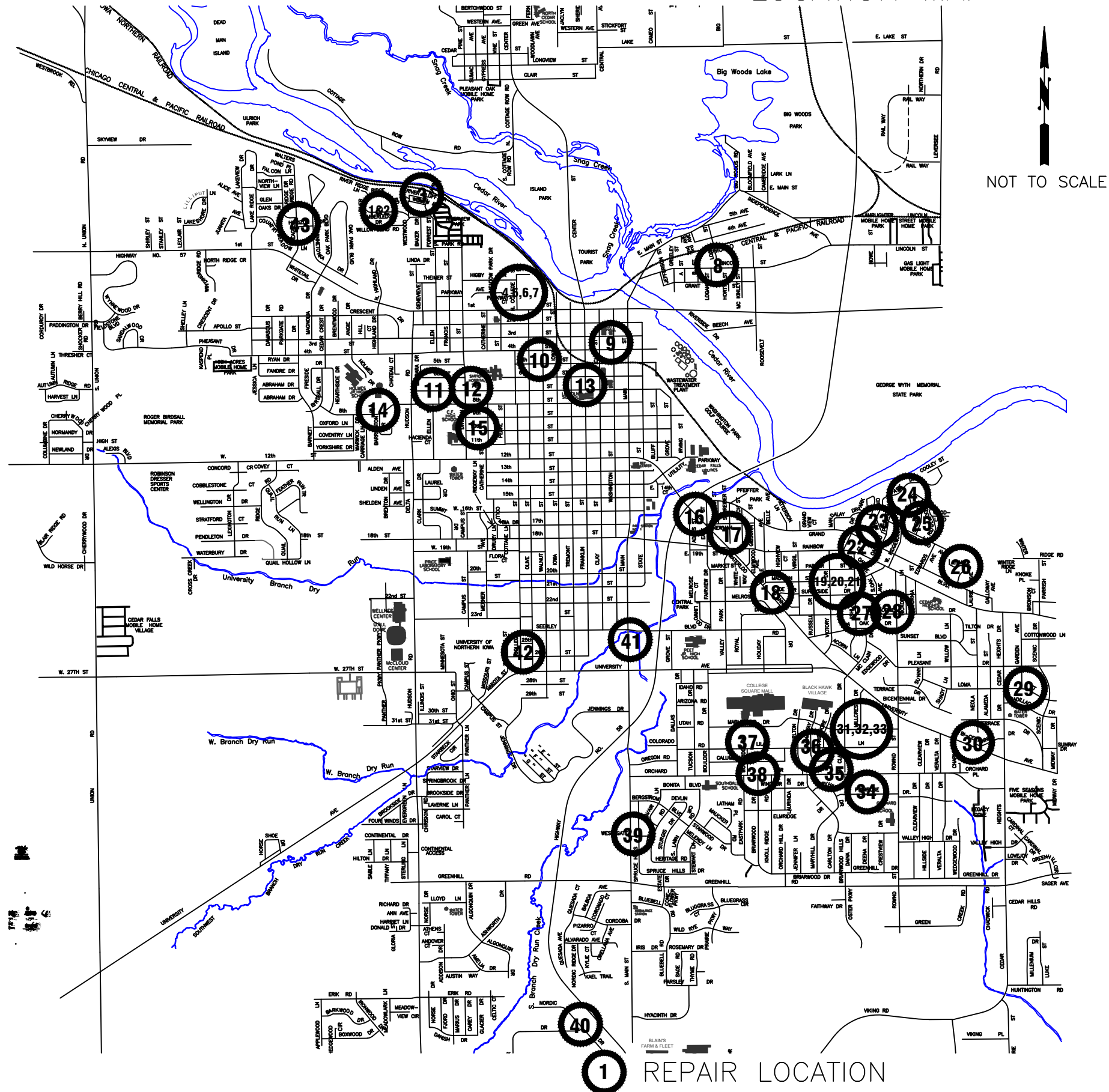
PAGES OR SHEETS COVERED BY THIS SEAL:  
**A.01-0.11**

- MAYOR**  
**Robert Green**
- COUNCIL PERSONS**
- Mark Miller
  - Susan deBuhr
  - Daryl Kruse
  - Simon Harding
  - Frank Darrah
  - Dave Sires
  - Holly Dunn
- DAVID A. WICKE, P.E.  
 CITY ENGINEER
- CHASE SCHRAGE  
 DIRECTOR, PUBLIC WORKS
- RONALD S. GAINES, P.E.  
 CITY ADMINISTRATOR

SHEET NO.	A.01	2020 Street Patching Project			TITLE SHEET		 DEPARTMENT OF PUBLIC WORKS ENGINEERING SERVICES CITY OF CEDAR FALLS, IOWA 220 CLAY ST. CEDAR FALLS, IOWA 50613 (319) 268-5161 "OUR CITIZENS ARE OUR BUSINESS"	CITY PROJECT NUMBER SW-000-3243	SHEET NO.	A.01
TOTAL SHEETS	17	NO.	DATE	REVISION	INIT.		DRAWN BY: BJA	TOTAL SHEETS	17	
							CHECKED BY: JPF			

Drawing Name: G:\users\eng\projects\2020 STREET PATCHING PROJECT\08. Design\Drawings\M-C SHEETS.dwg  
By: Brett Armstrong  
Plot Date: August 12, 2020 - 4:04 PM

# LOCATION MAP



KEY OF LOCATIONS		
LOCATION DESCRIPTION	LOCATION NO.	SHEET NO.
2000 Timberledge Drive	1	D.01
1924 Timberledge Drive	2	D.01
1606 River Bluff Drive	3	D.01
124 North College Street	4	D.01
122 North College Street	5	D.02
116 North College Street	6	D.02
110 North College Street	7	D.02
Intersection of Lincoln Street and Logan Street	8	D.02
Alley on W. 4th Street between Clay and Washington	9	D.03
Intersection of Olive Street and W. 5th Street	10	D.03
1503 W. 7th Street	11	D.03
East Side of 1304 W. 7th Street	12	D.03
Intersection of W. 7th Street and Franklin Street	13	D.04
1913 West 8th Street (Sidewalk)	14	D.04
1203 West 10th Street	15	D.04
1632 Waterloo Road (Median)	16	D.04
1812 Schreiber Road	17	D.05
2110 Waterloo Road	18	D.05
1609 Parker Street	19	D.05
1604 Madison Street	20	D.05
Intersection of Ashland Avenue and Madison Street	21	D.06
1727 Ashland Avenue	22	D.06
2021 Oakland Avenue	23	D.06
1506 Ridgewood Drive	24	D.06
1622 Cherry Lane	25	D.07
2524 Timber Drive	26	D.07
1916 Hawthorne Drive	27	D.07
2002 Hawthorne Drive	28	D.07
Intersection of Loma Street and Garden Avenue	29	D.08
4728 University Avenue (Sidewalk)	30	D.08
1809 Maplewood Drive	31	D.08
Intersection of Hillcrest Drive and Maplewood Drive (1)	32	D.08
Intersection of Hillcrest Drive and Maplewood Drive (2)	33	D.08
1921 Primrose Drive	34	D.09
3453 Homeway Drive	35	D.09
3429 Homeway Drive	36	D.09
3406 Woodridge Drive (North Sidewalk)	37	D.09
1016 Orchard Drive (Sidewalk)	38	D.10
110 West Gate (ADA ramp)	39	D.10
Intersection of Nordic Drive and Westminster Drive	40	D.10
Main Street (South of Seerley)	41	D.10
2616 College Street (Sidewalk)	42	D.11
711 Eagle Ridge Road	43	D.11

1 REPAIR LOCATION

SHEET NO.	A.02		
TOTAL SHEETS	17		
NO.	DATE	REVISION	INIT.

## 2020 STREET PATCHING PROJECT

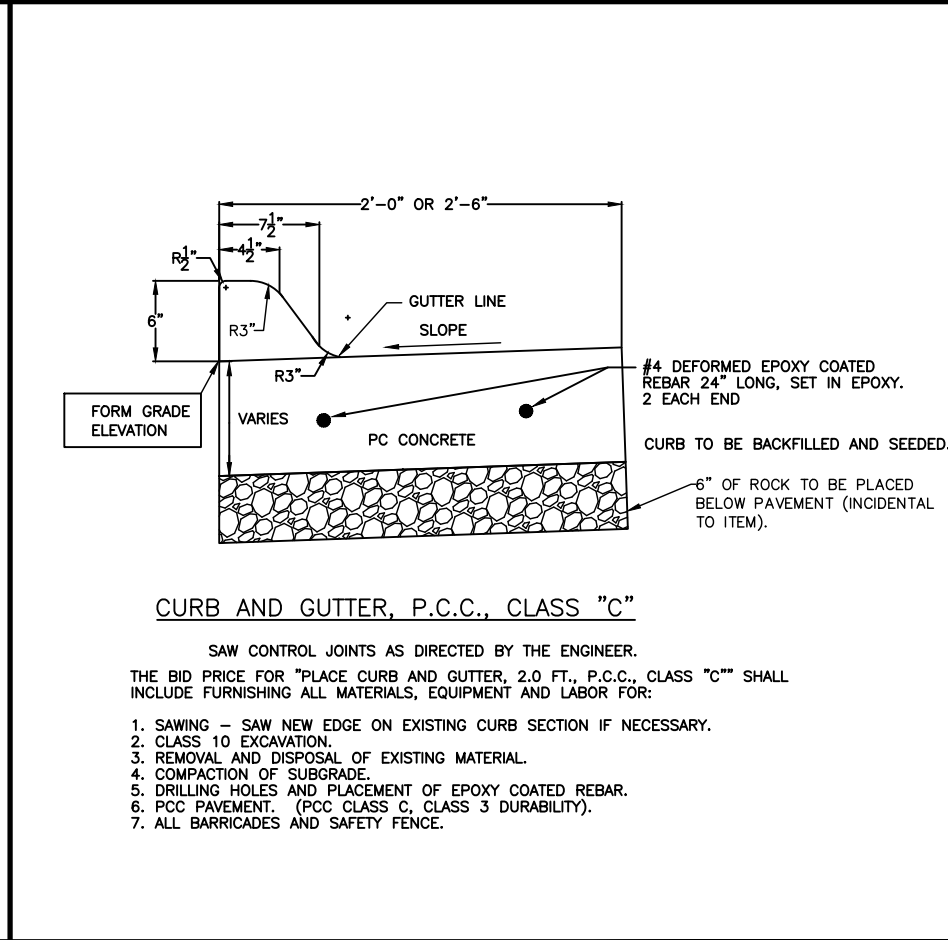
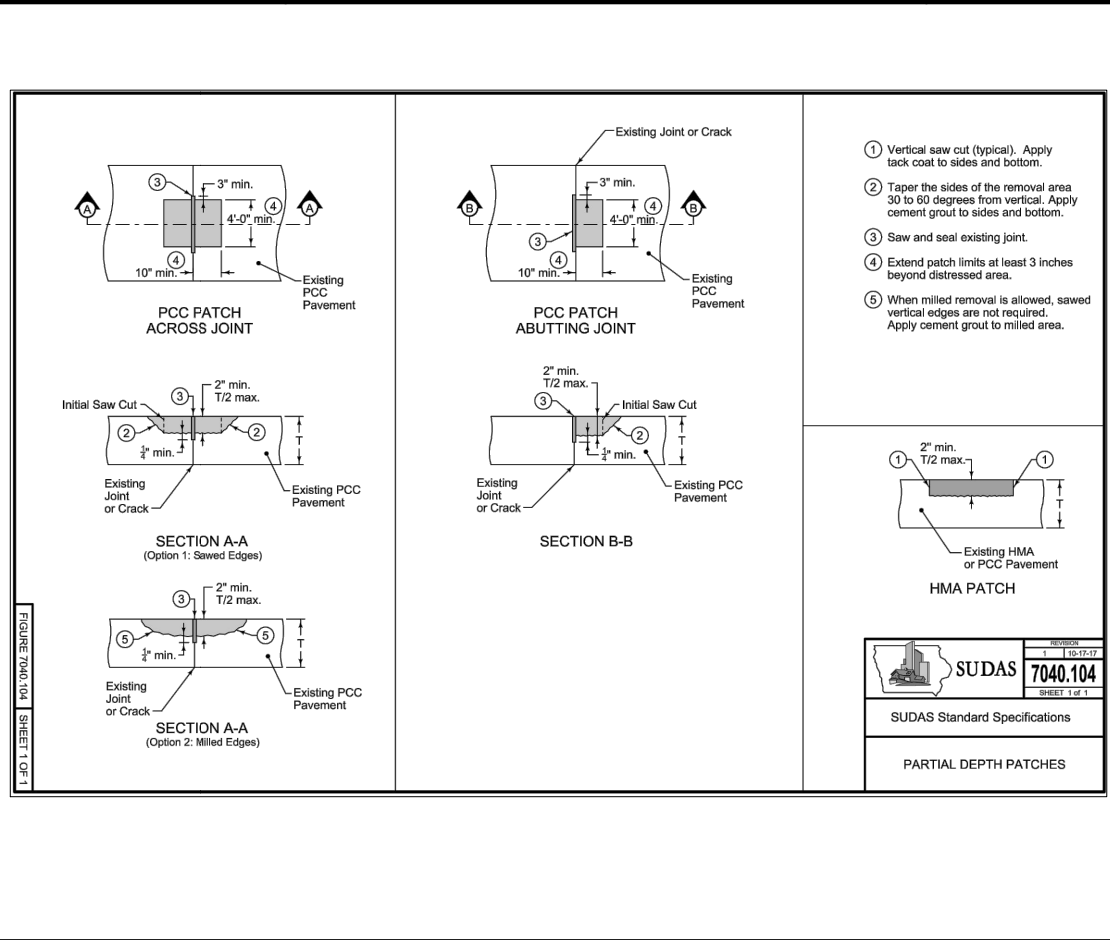
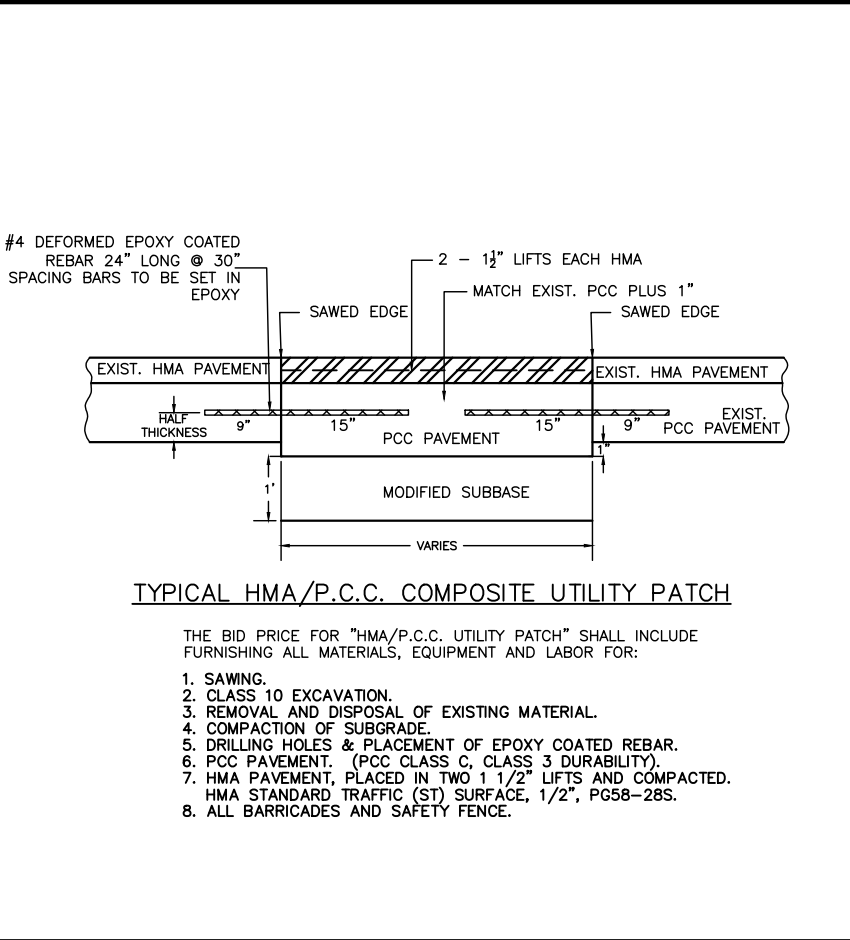
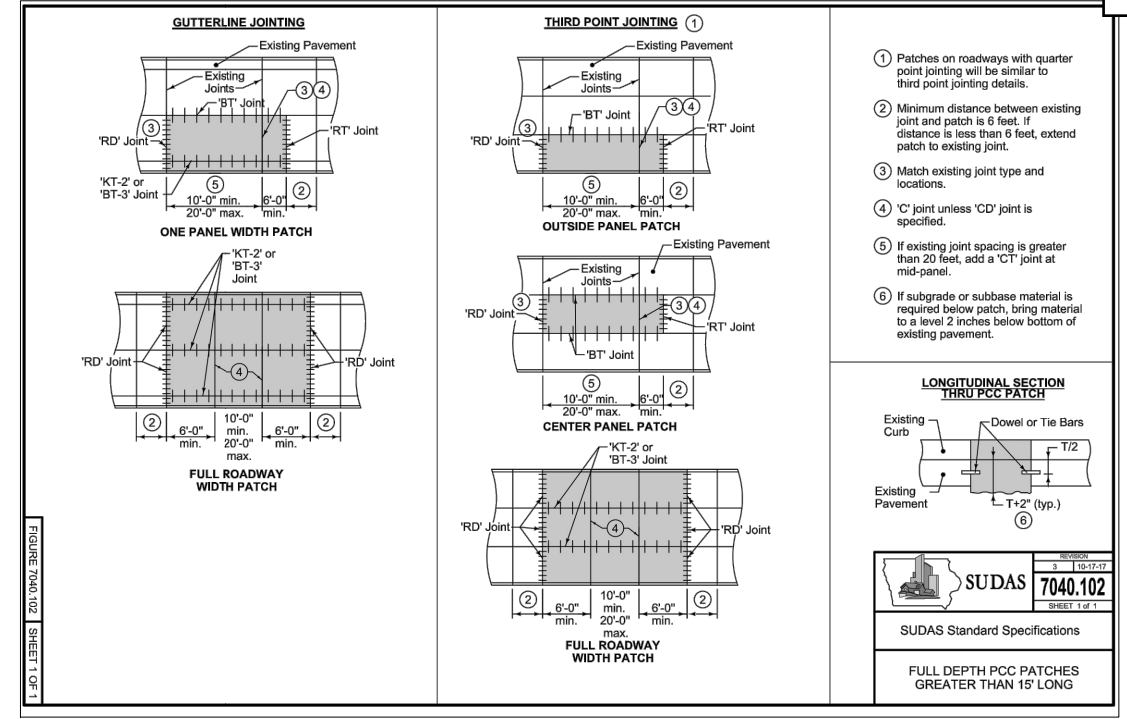
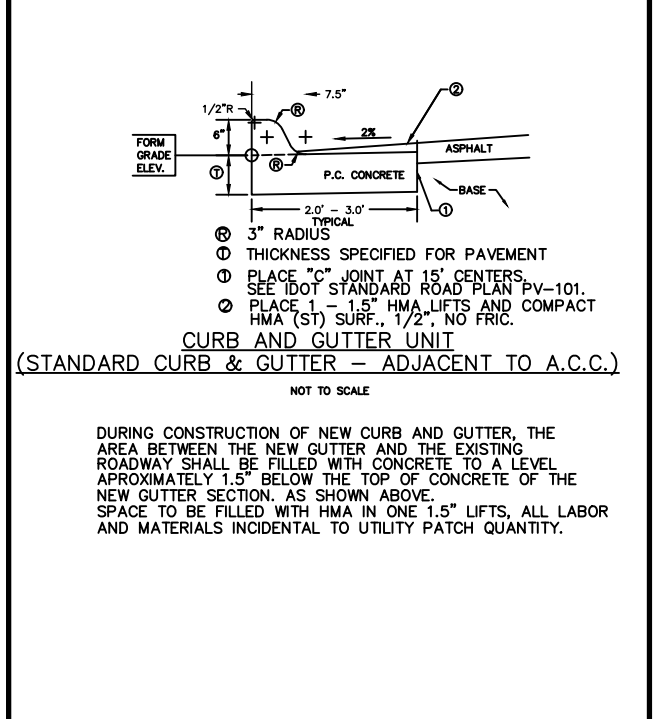
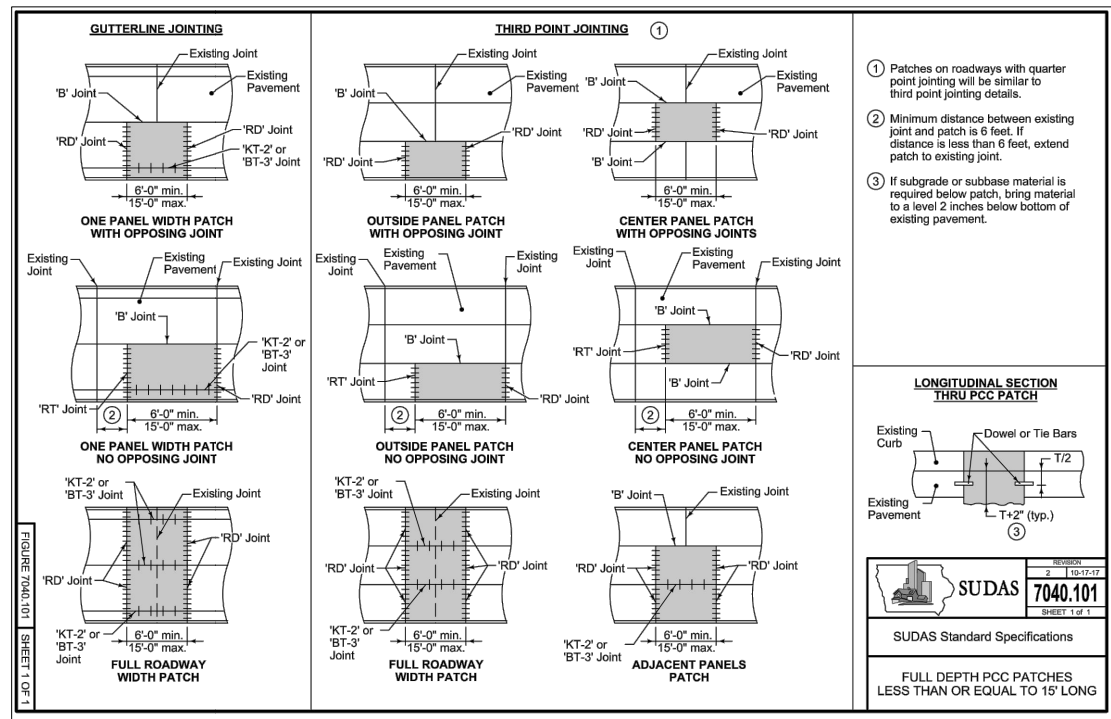
## LOCATION MAP

DEPARTMENT OF PUBLIC WORKS  
ENGINEERING SERVICES  
CITY OF CEDAR FALLS, IOWA  
220 CLAY ST.  
CEDAR FALLS, IOWA 50613  
(319) 268-5161

CITY PROJECT NUMBER	SW-000-3243	SHEET NO.	A.02
DRAWN BY:	BJA	TOTAL SHEETS	17
CHECKED BY:	JPF		

Drawing Name: G:\users\eng\projects\2020 STREET PATCHING PROJECT\08. Design\Drawings\A-C SHEETS.dwg





SHEET NO.	B.01			
TOTAL SHEETS	17			
	NO.	DATE	REVISION	INIT.

2020 STREET PATCHING PROJECT

TYPICAL DETAILS



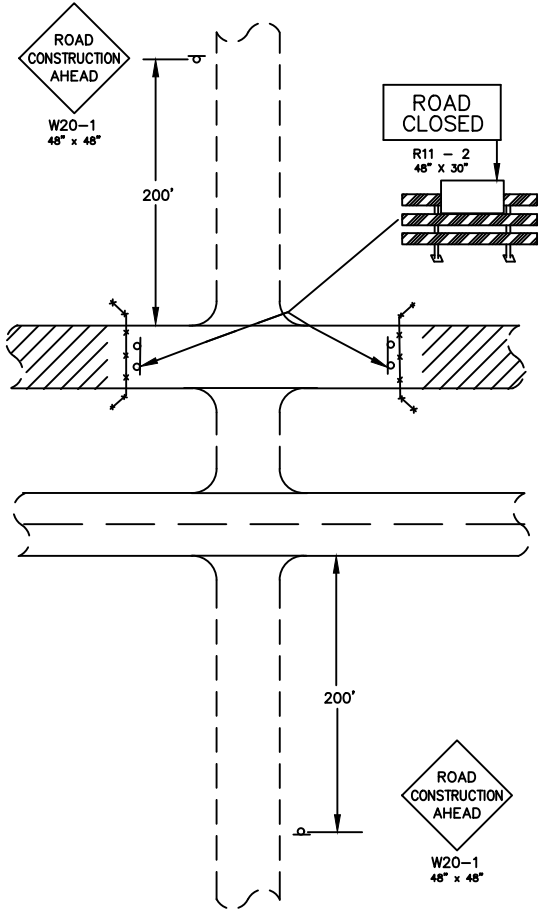
DEPARTMENT OF PUBLIC WORKS  
ENGINEERING SERVICES  
CITY OF CEDAR FALLS, IOWA  
220 CLAY ST.  
CEDAR FALLS, IOWA 50613  
(319) 268-5161

CITY PROJECT NUMBER	SW-000-3243
DRAWN BY:	BJA
CHECKED BY:	JPF

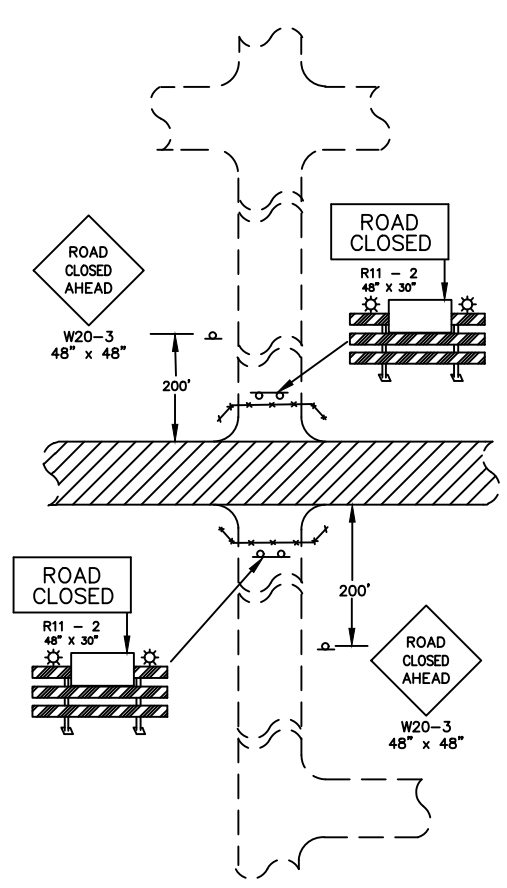
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TOTAL SHEETS	17

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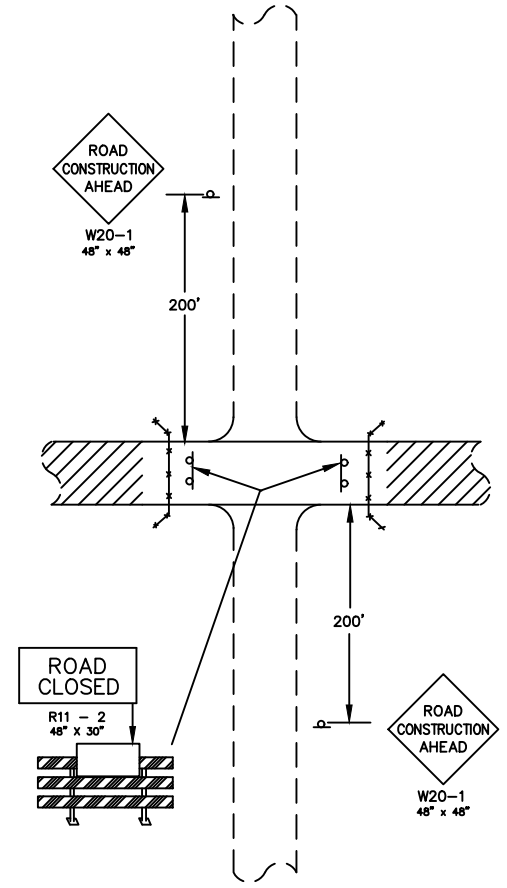
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PUBLIC CROSS - TRAFFIC MAINTAINED.  
NO ACCESS TO PROJECT.



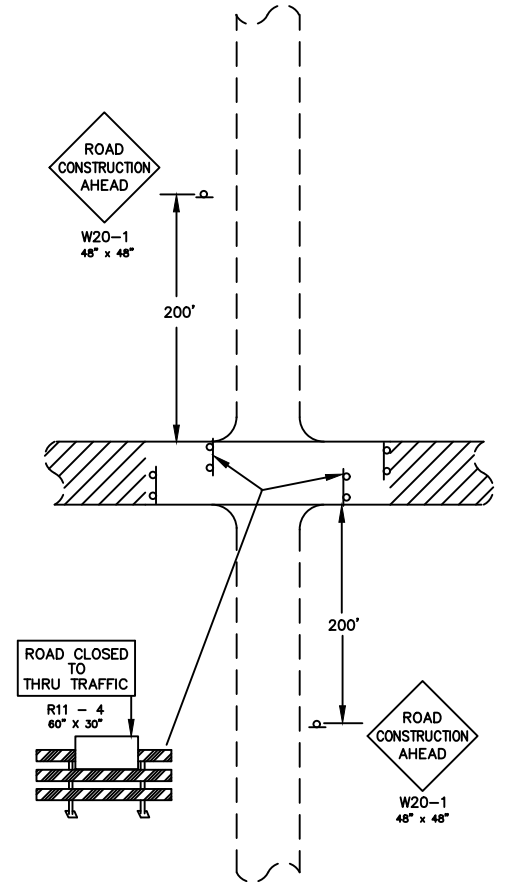
**SITUATION 3**  
NO ACCESS TO PROJECT.  
(APPLICABLE TO T-INTERSECTIONS)



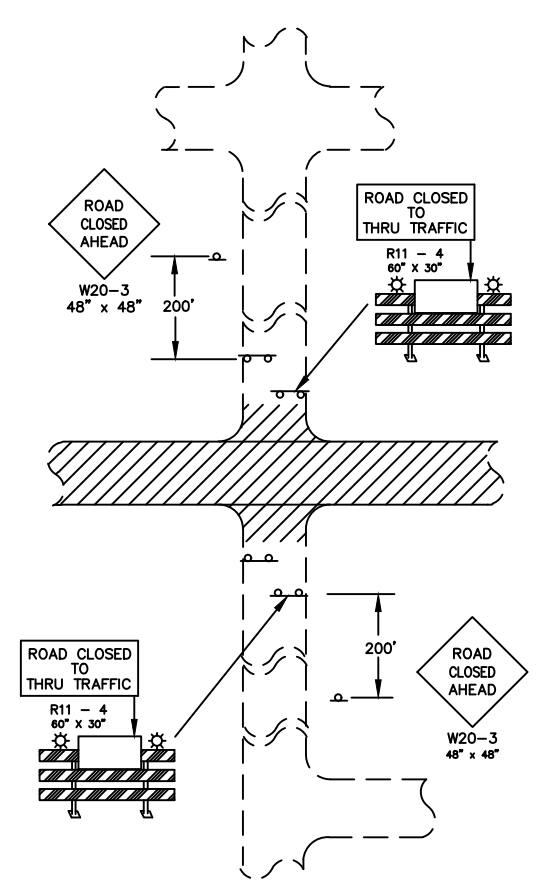
**SITUATION 4**  
PUBLIC CROSS - TRAFFIC MAINTAINED.  
NO ACCESS TO PROJECT.



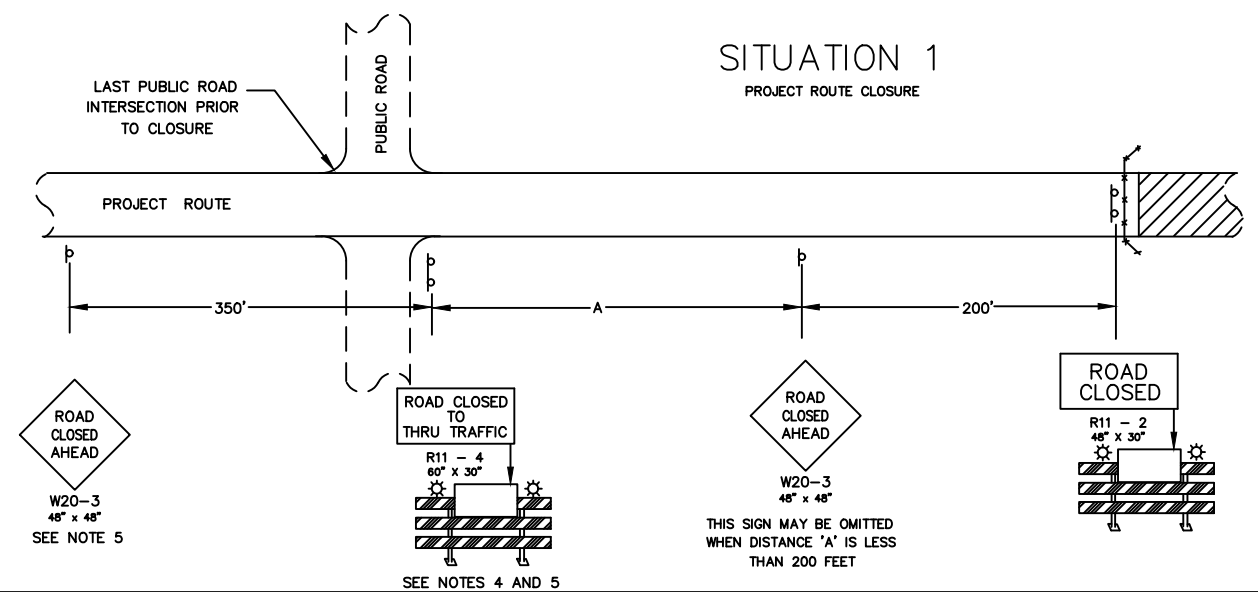
**SITUATION 5**  
PUBLIC CROSS - TRAFFIC MAINTAINED.  
CONTRACTOR AND RESIDENT ACCESS.



**SITUATION 6**  
NO PUBLIC ACCESS. CONTRACTOR AND RESIDENT  
ACCESS ONLY. (APPLICABLE TO T-INTERSECTIONS)



**SITUATION 1**  
PROJECT ROUTE CLOSURE



**GENERAL NOTES**

- SITUATION 1 ILLUSTRATES TRAFFIC CONTROL NECESSARY TO CLOSE THE PROJECT ROUTE. SITUATIONS 2 THROUGH 6 ARE FOR SIGNING OF SIDE-ROADS BASED ON EXISTING AGREEMENTS AND FIELD CONDITIONS AND WILL BE SELECTED BY THE ENGINEER IN CHARGE OF CONSTRUCTION.
- TYPE 'A' FLASHING WARNING LIGHTS SHALL BE VISIBLE TO BOTH DIRECTIONS OF TRAFFIC. THE BACKSIDE OF THE TYPE III BARRICADES SHALL BE FULLY REFLECTORIZED UNLESS THERE IS NO ACCESS PERMITTED BEYOND THE BARRICADE. STRIPES SHALL BE PROPERLY SLOPED DOWN TOWARD THE TRAFFIC SIDE.
- SIDE ROADS ON 2 TO 4 LANE GRADING PROJECTS SHALL BE SIGNED IN ACCORDANCE WITH SITUATION 2 DURING SUSPENSION OF WORK (E.G. OVER WINTER).
- IN SITUATION 1, WHEN DISTANCE 'A' IS LESS THAN 200 FEET, THE BARRICADE SHOULD BE PLACED IN THE MIDDLE OF THE TRAFFIC LANE APPROACHING THE WORK AREA. IN THIS CASE, NOTE 2 SHALL APPLY. THE BARRICADE MAY BE OMITTED IF THE DISTANCE TO THE WORK AREA IS LESS THAN 100 FEET.
- IN SITUATION 1, IF THE INTERSECTION IS THE POINT OF DETOUR THIS SIGN AND BARRICADE WILL BECOME THE RESPONSIBILITY OF THE CONTRACTING AUTHORITY AND MAY BE MODIFIED BY THE CONTRACTING AUTHORITY TO FIT DETOUR SIGNING.
- SITUATION 5 SHOULD BE USED WHEN CROSS TRAFFIC IS MAINTAINED DURING SUSPENSION OF WORK (E.G. OVER WINTER).
- ALL TRAFFIC CONTROL SETUP AND STAGING SHALL BE IN COMPLIANCE WITH MUTCD 2008 EDITION WITH APPLICABLE REVISIONS.

**LEGEND**

- TRAFFIC SIGN
- TYPE III BARRICADE (TYPE 'A' LOW INTENSITY FLASHING WARNING LIGHTS REQUIRED FOR NIGHTTIME USE)
- ORANGE PLASTIC SAFETY FENCE
- TYPE 'A' LOW INTENSITY FLASHING WARNING LIGHT
- WORK AREA

SHEET NO.	C.02			
TOTAL SHEETS	17			
	NO.	DATE	REVISION	INIT.

2020 STREET PATCHING PROJECT

GENERAL NOTES

**DEPARTMENT OF PUBLIC WORKS  
ENGINEERING SERVICES**  
 CITY OF CEDAR FALLS, IOWA  
 220 CLAY ST.  
 CEDAR FALLS, IOWA 50613  
 (319) 268-5161  
 "OUR CITIZENS ARE OUR BUSINESS"

CITY PROJECT NUMBER	SW-000-3243	SHEET NO.	B.02
DRAWN BY:	BJA	TOTAL SHEETS	17
CHECKED BY:	JPF		

Drawing Name: G:\users\eng\projects\2020 STREET PATCHING PROJECT\08. Design\Drawings\A-C SHEETS.dwg

By: Brett Armstrong August 12, 2020 - 2:35 PM

ESTIMATED QUANTITIES

LOCATION

ITEM #	DESCRIPTION	UNIT	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	TOTAL	ITEM #			
1	REMOVAL OF PAVEMENT	S.Y.	58.8	15.9	2.5	0	0	0	0	47.7	0	20.8	41.7	18.9	26.2	0	18.7	0	30.6	78.1	73.8	26.5	26.2	24.1	9.7	9.5	15.4	16.3	29.4	53.9	23.9	0	20.5	18.7	22.2	32.7	55.5	47.0	0	0	0	72.1	77.2	0	0	1014.5	1			
2	REMOVAL OF CURB & GUTTER	L.F.	41.3	11.4	0	0	0	0	0	26.1	0	15.2	30.2	14.5	15.5	0	15.0	20.0	23.1	52.4	47.5	19.2	18.6	15.5	0	0	0	0	19.5	36.5	12.6	0	14.5	0	14.5	18.5	36.1	31.6	0	0	0	0	21.9	0	0	0	571.2	2		
3	REMOVAL OF DRIVEWAY	S.Y.	0	0	0	0	0	0	0	6.8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6.8	3	
4	REMOVAL OF SIDEWALK	S.Y.	0	0	0	1.6	5.9	1.8	1.6	0	3.0	0	0	0	0	12.3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2.7	0	0	0	0	0	0	0	0	5.3	3.5	3.9	0	0	2.9	1.8	46.3	4
5	REMOVAL OF PAVED MEDIAN	S.Y.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	24.8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	24.8	5	
6	SAW CUTTING FOR REMOVALS	L.F.	104.3	47.9	19.3	0	0	0	0	77.1	22.5	54.9	88.1	52.4	61.4	0	54.9	62.3	69.8	131.2	123.0	63.2	62.8	59.2	40.4	58.0	58.1	71.7	66.0	100.0	59.1	0	54.7	50.6	56.8	68.9	99.8	86.5	0	0	0	102.2	90.1	0	0	2217.2	6			
7	EXCAVATION, CLASS 10	C.Y.	19.6	5.3	1.0	0	0	0	0	15.9	2.3	6.9	13.9	6.3	8.8	0	6.3	8.3	10.2	26.1	24.6	8.9	8.8	8.1	3.3	3.2	5.2	5.5	9.8	18.0	8.0	0	6.9	6.3	7.4	10.9	18.5	15.7	0	0	0	24.0	25.8	0	0	349.8	7			
8	CURB, PCC 7 IN. 2.0 FT. WIDTH, TYPE "C" CLASS III	L.F.	41.3	11.4	0	0	0	0	0	0	0	15.2	0	14.5	15.5	0	0	0	23.1	0	47.5	19.2	18.6	16	0	0	0	0	19.5	36.5	12.6	0	0	0	0	18.5	0	0	0	0	0	0	0	0	0	0	0	309.4	8	
9	CURB, PCC 7 IN. 2.5 FT. WIDTH, TYPE "C" CLASS III	L.F.	0	0	0	0	0	0	0	26.1	0	0	0	0	0	0	15.0	20.0	0	52.4	0	0	0	0	0	0	0	0	0	0	0	0	14.5	0	14.5	0	36.1	31.6	0	0	0	0	21.9	0	0	0	232.1	9		
10	CURB, PCC 7 IN. 3.0 FT. WIDTH, TYPE "C" CLASS III	L.F.	0	0	0	0	0	0	0	0	0	0	30.2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	30.2	10	
11	MODIFIED SUBBASE	C.Y.	19.6	5.3	1.0	0	0	0	0	15.9	2.3	6.9	13.9	6.3	8.8	0	6.3	8.3	10.2	26.1	24.6	8.9	8.8	8.1	3.3	3.2	5.2	5.5	9.8	18.0	8.0	0	6.9	6.3	7.4	10.9	18.5	15.7	0	0	0	24.0	25.8	0	0	349.8	11			
12	TOPSOIL, FURNISH & SPREAD	C.Y.	0.27	0.28	0	0.19	0.69	0.21	0.21	0.64	0.23	0.38	0.75	0.36	0.39	1.5	0.38	0.50	0.58	1.3	1.2	0.48	0.46	0.38	0.35	0.66	0.60	0.83	0.49	0.91	0.32	0.26	0.36	0	0.36	0.46	0.90	0.79	0.31	0.21	0.22	0	0.55	0.13	0.10	20.2	12			
13	HYDRAULIC SEEDING	S.Y.	2.5	2.6	0	1.7	6.2	1.9	1.9	5.8	2.2	3.4	6.8	3.3	3.5	12.7	3.4	4.5	5.2	11.7	10.6	4.3	4.2	3.5	3.1	5.9	5.4	7.5	4.4	8.2	2.8	2.3	3.2	0	3.2	4.2	8.1	7.1	2.8	1.9	2.0	0	4.9	1.2	1.8	181.9	13			
14	DRIVEWAY, P.C.C., 6 IN., CLASS "C"	S.Y.	0	0	0	0	0	0	0	6.8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6.8	14	
15	SIDEWALK, P.C.C., 4 IN., CLASS "C"	S.Y.	0	0	0	1.6	5.9	1.6	1.6	0	0.0	0	0	0	0	12.3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2.7	0	0	0	0	0	0	0	0	0	5.3	3.5	3.9	0	0	2.9	1.8	43.1	15
16	SIDEWALK, P.C.C., 6 IN., CLASS "C"	S.Y.	0	0	0	0	0	0	0	3.0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3.0	16	
17	PEDESTRIAN RAMPS, DETECTABLE WARNING	EACH	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1.0	17	
18	UTILITY PATCH, P.C.C.	S.Y.	58.8	15.9	0	0	0	0	0	47.7	0	20.8	41.7	18.9	26.2	0	18.7	0	30.6	78.1	73.8	0	0	0	0	9.5	0	0	0	0	23.9	0	20.5	18.7	22.2	0	55.5	47.0	0	0	0	72.1	77.2	0	0	777.8	18			
19	UTILITY PATCH, A.C.C.	TONS	0	0	0.9	0	0	0	0	10.1	0	2.8	6.6	0	4.2	0	0	0	4.9	0	11.6	9.7	9.7	8.9	3.6	1.5	5.7	6.0	10.9	19.9	0	0	3.3	3.0	3.5	12.1	8.8	7.4	0	0	0	0	12.2	0	0	0	167.3	19		
20	Median, P.C.C., 6", Class III	S.Y.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	24.8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	24.8	20		
21	COMPACTION OF SUBGRADE	S.Y.	58.8	15.9	2.5	0	0	0	0	47.7	0	20.8	41.7	18.9	26.2	0	18.7	0	30.6	78.1	73.8	26.5	26.2	24.1	9.7	9.5	15.4	16.3	29.4	53.9	23.9	0	20.5	18.7	22.2	32.7	55.5	47	0	0	0	72.1	77.2	0	0	1014.5	21			
22	VALVE ADJUSTMENT	EACH	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	22		
23	TRAFFIC CONTROL	L.S.	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	23	

<p><b>ITEM #</b>      <b>DESCRIPTION</b></p> <p>1,2,3,4,5      IT IS INTENDED THAT THE SIDEWALKS, DRIVEWAYS AND CURB AND GUTTER REMOVED WILL BE TAKEN TO THE NEAREST JOINT OR AS DIRECTED BY THE ENGINEER. ANY AREAS DISTURBED OUTSIDE CONSTRUCTION LIMITS BY CONTRACTOR SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE. SEE GENERAL NOTES FOR MORE REMOVAL GUIDELINES.</p> <p>6.      SAW CUTS FOR PAVEMENT REMOVAL SHALL BE FULL DEPTH OF THE EXISTING PAVEMENT. WHEN REMOVING THE FIRST SIDE AT A FULL WIDTH OF STREET REMOVAL LOCATION, CENTERLINE SAW CUTS FOR REMOVALS MAY BE CUT 6" PAST THE CENTERLINE TO ALLOW SPACE FOR SETTING FORMS. IN ORDER TO AVOID UNNECESSARY SURFACE BREAKS OR PREMATURE SPALLING, THE CONTRACTOR IS TO EXERCISE EXTREME CAUTION WHEN PERFORMING ANY OF THE NECESSARY SAW CUTTING AND PAVEMENT REMOVAL. ALL BREAKS OR SPALLING SHALL BE CORRECTED TO THE SATISFACTION OF THE ENGINEER AND AT THE CONTRACTORS EXPENSE. SPECIAL CARE SHALL BE USED TO CAPTURE ANY AND ALL SAW CUTTING RESIDUE TO PREVENT RESIDUE FROM ENTERING EXISTING STORM SEWER SYSTEMS. REMOVAL AND DISCARDING OF SAW CUTTING RESIDUE SHALL BE TO THE SATISFACTION OF THE ENGINEER AND SHALL BE INCIDENTAL TO THE COST PER SQUARE YARD FOR NEW PAVEMENT. ALL JOINTS, INCLUDING BUTT JOINTS, SHALL BE SAWED AND SEALED AND SHALL BE BLOWN FREE OF DUST OR DEBRIS BEFORE SEALING JOINTS. SEALANT SHALL BE HOT POUR CRACK AND JOINT FILLER PER SUDAS SECTION 7040.2.01 C1.</p> <p>7.      THE ESTIMATED QUANTITY INCLUDES REMOVAL AND DISPOSAL OF THE EXISTING MATERIAL AND ANY NECESSARY GRADING.</p> <p>8-10.      COURSE AGGREGATE FOR P.C.C. SHALL BE CLASS III DURABILITY. ALL JOINTS SHALL BE MATCHED WITH WHAT IS EXISTING AT EACH LOCATION AND SHALL BE INCIDENTAL TO THIS ITEM.</p> <p>11.      SEE TYPICAL CROSS SECTIONS ON THE DETAIL SHEETS WITHIN THIS PLAN SET. SUBBASE SHALL BE 12" THICK AND COMPACTED WELL.</p>	<p>12.      THE CONTRACTOR SHALL PLACE A MINIMUM OF 6" OF TOPSOIL OVER ALL GRASS AREAS DISTURBED BY CONSTRUCTION OF THIS PROJECT, UNLESS NOTED OTHERWISE ON THE PLANS. TOPSOIL SHALL BE PLACED AND RAKED TO A CONDITION SUITABLE FOR SEEDING BEFORE PLACEMENT OF SEED AND FERTILIZER. SEED SHALL ALSO BE RAKED IN AFTER PLACEMENT.</p> <p>13.      SEE STANDARD SPECIFICATION SECTION 8010.305. CLEAN UP SHALL BE DONE ACCORDING TO STANDARD SPECIFICATION 9010.309. ALL DISTURBED GRASS AREAS TO BE SEEDED. ALSO watering is incidental to this item.</p> <p>14-16,18,20.      SEE DESCRIPTION FOR ITEM # 8-10 LISTED ABOVE.</p> <p>17.      SEE STANDARD SPECIFICATION 7030. ANY EXTRA EXCAVATION REQUIRED IS INCIDENTAL TO THIS ITEM.</p> <p>19.      THIS ITEM IS TO BE USED TO REPAIR UTILITY PATCHES AT VARIOUS LOCATIONS THROUGHOUT THE CITY AS DIRECTED BY THE ENGINEER AND STATED IN THE PLANS. SEE TABULATIONS SHEET FOR DETAILS. SOME PATCHES WITHIN THIS PLAN SET CONTAIN BOTH A P.C.C. AND A.C.C. PORTION AS CAN BE SEEN IN QUANTITIES. ALSO, SOME PATCHES WILL NEED TO BE FIELD VERIFIED TO CONFIRM THE PATCH MATERIAL MATCHES THE EXISTING CONDITION OR IS APPROVED BY THE ENGINEER. ALL PATCHES SHOULD BE MATCHING THE EXISTING PAVEMENT UNLESS DIRECTED OTHERWISE BY ENGINEER.</p> <p>21.      THE PORTION OF THE SUBGRADE TO BE COVERED BY THE MODIFIED SUBBASE SHALL BE SCARIFIED FOR A DEPTH OF 6 INCHES. THE SCARIFIED MATERIAL SHALL BE UNIFORMLY DRIED OR WETTED AND RE-COMPACTED TO NOT LESS THAN 95 PERCENT OF STANDARD PROCTOR DENSITY AS DETERMINED IN ACCORDANCE WITH AASHTO T-99.</p> <p>22.      VALVES TO BE ADJUSTED TO 1/4 IN. BELOW FINISHED ELEVATION. INCLUDES LABOR NECESSARY TO COMPLETE ADJUSTMENT. CARE SHALL BE TAKEN OS AS NOT TO DAMAGE EXISTING FIXTURES. VALVE BOXES DAMAGED BY THE CONTRACTOR SHALL BE REPLACED WITH THE LIKE MATERIALS AT THE CONTRACTORS EXPENSE.</p> <p>23.      SEE SHEET C.02 FOR DETAILS.</p>
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Drawing Name: G:\users\eng\projects\2020 STREET PATCHING PROJECT\08. Design\Drawings\A-C SHEETS.dwg  
 By: Brett Armstrong  
 August 12, 2020 - 2:35 PM

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 PROJEC
2. RIGHT-OF-WAY AND CONSTRUCTION EASEMENT - 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 SPECIFICALLY FOR STOCKPILING PURPOSES. THE CONTRACTOR MAY ELECT TO PROCURE STOCKPILE EASEMENTS OUTSIDE THE RIGHT-OF-WAY CORRIDOR AT THEIR OWN EXPENSE TO FACILITATE THE CONSTRUCTION STAGING SEQUENCE.
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, 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. THE CONTRACTOR SHALL NOT DISTURB AREAS OUTSIDE THE CONSTRUCTION LIMITS. THE CONTRACTOR WILL NOT BE PERMITTED TO PARK, SERVICE VEHICLES AND EQUIPMENT, OR USE THESE AREAS FOR STORAGE OF MATERIALS.
8. THE CONTRACTOR SHALL PLACE 6 INCHES OF TOPSOIL OVER ALL SODDING AND SEEDING AREAS DISTURBED BY THE CONSTRUCTION OF THIS PROJECT. ANY HYDRO MULCHING FOR WINTER STABILIZATION FOR DISTURBED AREAS AS WELL AS WATERING SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT.
9. CONTRACTOR SHALL MAINTAIN SERVICE CONNECTIONS DURING CONSTRUCTION.
10. CONTRACTOR SHALL USE TESTING EQUIPMENT AND PROCEDURES THAT ARE ACCEPTABLE TO THE ENGINEER.
11. COMPACTION OF BACKFILL IN ALL TRENCHES AND EXCAVATIONS SHALL BE TO 95% STANDARD PROCTOR DENSITY.
12. CONTRACTOR SHALL NOT USE ANY PROPERTY OWNER'S WATER OR ELECTRICITY.
13. 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.
14. 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.
15. PEDESTRIAN CURB DROPS ARE TO BE CONSTRUCTED IN CURBS AT ALL LOCATIONS AS SHOWN IN THE SIDEWALK TABULATION ON THE PROJECT PLANS.
16. ESTIMATED QUANTITY FOR NEW CONCRETE PAVEMENT INCLUDES ALL INTEGRAL CURB, ALL STREET RETURNS, SPECIAL AREAS AND AREAS OF REPAIRS TO CONNECTING PAVEMENTS.
17. COARSE AGGREGATE FOR ALL P.C. CONCRETE SHALL BE CLASS 3 DURABILITY.
18. CURING COMPOUNDS USED SHALL MEET THE REQUIREMENTS OF STANDARD SPECIFICATIONS, SECTION 7010-2.02-M.
19. TO OBTAIN THE CORRECT FORM GRADES AT LOW POINTS WHERE INTAKES ARE LOCATED, THE CONTRACTOR SHALL EXERCISE EXTREME CARE WHEN PAVING FULL WIDTH PAVEMENTS. THIS MAY REQUIRE POURING ONE-HALF OF THE PAVEMENT AT A TIME OR OTHER METHODS APPROVED BY THE ENGINEER.
20. SPECIAL CARE SHALL BE TAKEN WHEN FORMING AT INTERSECTIONS SO THAT THE PROFILES SHOWN ON THE PLANS ARE OBTAINED. SHORT LENGTHS OF FORMS OR FLEXIBLE FORMS MAY BE NECESSARY AT THESE LOCATIONS.
21. THE CITY WILL FURNISH THE REQUIRED STAKES AND BENCHMARKS FOR THIS WORK. THE CONTRACTOR SHALL MAINTAIN ALL STAKES AND REPORT ANY DAMAGE TO THE ENGINEER. THE CONTRACTOR SHALL VERIFY ALL GRADES, LINES, LEVELS AND DIMENSIONS AS SHOWN ON THE PLANS AND SHALL REPORT ANY ERRORS OR INCONSISTENCIES TO THE ENGINEER PRIOR TO COMMENCING WORK. THE CONTRACTOR SHALL NOTIFY THE ENGINEER AT LEAST 48 HOURS PRIOR TO THE NEED FOR SURVEY STAKES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PRESERVING SURVEY STAKES AND MARKS. IF ANY SURVEY STAKES OR MARKS ARE CARELESSLY OR WILLFULLY DESTROYED, OR DISTURBED BY THE CONTRACTOR, THE CONTRACTOR SHALL BE CHARGED FOR THE COST OF REPLACING THEM, INCLUDING LABOR AND MATERIALS
22. 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.
23. 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.
24. 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.
25. FOR ALL UTILITY LOCATION REQUESTS, CALL THE FOLLOWING NUMBER, IOWA ONE CALL (1-800-292-8989).  
UTILITY CONTACT PERSON

- CEDAR FALLS UTILITIES: JERALD LUKENSMEYER 1-319-266-1761
- CENTURYLINK: BRENT GIESE 1-563-355-2592
- MEDIACOM: KEVIN PARKER 1-319-232-8800
- WATER RECLAMATION: MIKE NYMAN 1-319-273-8633

26. 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.
27. ORANGE MESH SAFETY FENCE SHALL MEET THE REQUIREMENTS OF SECTION 2518.02 AND SECTION 4188.03 OF THE I.D.O.T. SPECIFICATIONS.
28. 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.
29. IT IS THE CONTRACTOR'S RESPONSIBLTY 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
30. THE FOLLOWING EVENTS LISTED BELOW ARE FOR INFORMATIONAL PURPOSES AND MAY OR MAY NOT HAVE AN IMPACT ON THE CONSTRUCTION WORK PERFORMED ON THIS PROJECT.


AUGUST 24, 2020 - C.F. PUBLIC SCHOOLS RESUME (TENTATIVE)  
AUGUST 24, 2020 - UNI CLASSES RESUME  
UNI HOMECOMING - OCTOBER 17, 2020

31. CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL SANITARY LINES AND SERVICES. ANY DAMAGES TO SANITARY LINES ARE TO BE REPLACED AT CONTRACTOR'S EXPENSE.
32. SUBMIT PAVEMENT MIX DESIGN FOR ENGINEER APPROVAL.
33. THE CONTRACTOR SHALL BE IN COMPLIANCE WITH THE POLLUTION PREVENTION PLAN AS OUTLINED IN THE SPECIAL PROVISIONS OF THE PROJECT SPECIFICATIONS.
34. THE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS (SUDAS), 2020 EDITION, AND THE CURRENT CITY OF CEDAR FALLS SUPPLEMENTAL SPECIFICATIONS TO SUDAS SPECIFICATIONS, SHALL APPLY TO THE CONSTRUCTION WORK PERFORMED UPON THIS PROJECT.
35. PRIMER OR TACK COAT BITUMEN WILL BE CONSIDERED INCIDENTAL TO HOT MIX ASPHALT AND WILL NOT BE MEASURED SEPARATELY FOR PAYMENT. WHEN USING TACK, THE FOLLOWING RATES ARE SPECIFIED:  
BEFORE OTHER COURSES ARE PLACED: (UNDILUTED RATE) 0.02 TO 0.05 GAL./SQ. YD. VERTICAL FACE OF EXPOSED, LONGITUDINAL JOINTS: 0.10 TO 0.15 GAL./SQ. YD. WITHIN 2 VERTICAL FEET OF HEADWALLS OF CULVERTS AND CURBS OR HANDRAILS OF BRIDGES: 0.10 GAL/S.Y. APPROVED TACKS: CSS-1 OR CSS-1H.
36. ASPHALT BINDER PG-58-28S OR 58-28H, WHICHEVER IS APPROPRIATE FOR (ST) OR (HT) HOT MIX ASPHALT, AS CALLED FOR IN THESE PLANS, SHALL BE CONSIDERED INCIDENTAL TO HOT MIX ASPHALT BID ITEMS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CERTIFIED PLANT INSPECTION. CERTIFIED PLANT INSPECTION SHALL BE DONE AS PER STANDARD SPECIFICATION SECTION 7020-3.06 A.3 AND 3.06 B.5 FOR ALL HMA ITEMS.

SHEET NO.	C.02				
TOTAL SHEETS	17				
		NO.	DATE	REVISION	INIT.

2020 STREET PATCHING PROJECT

GENERAL NOTES

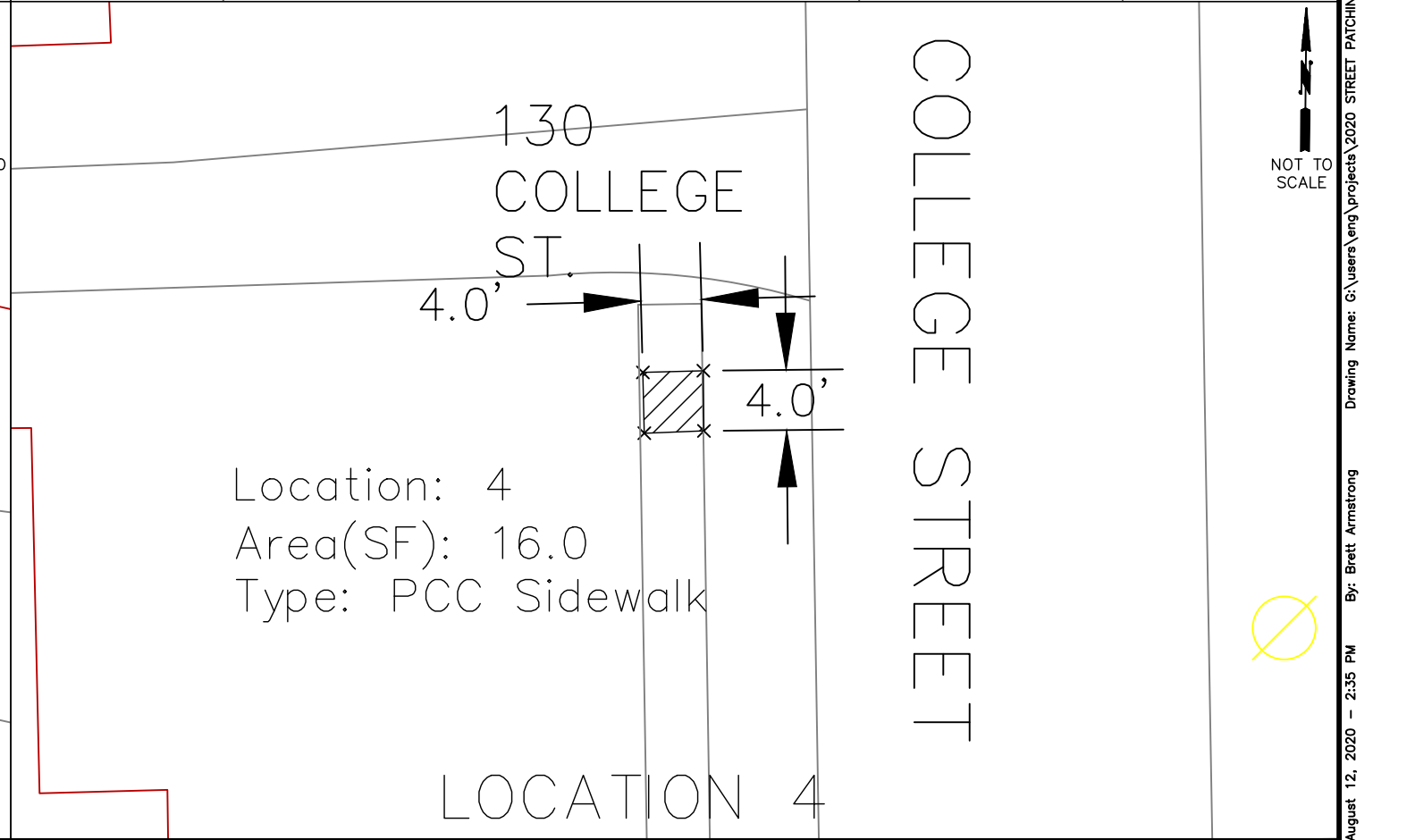
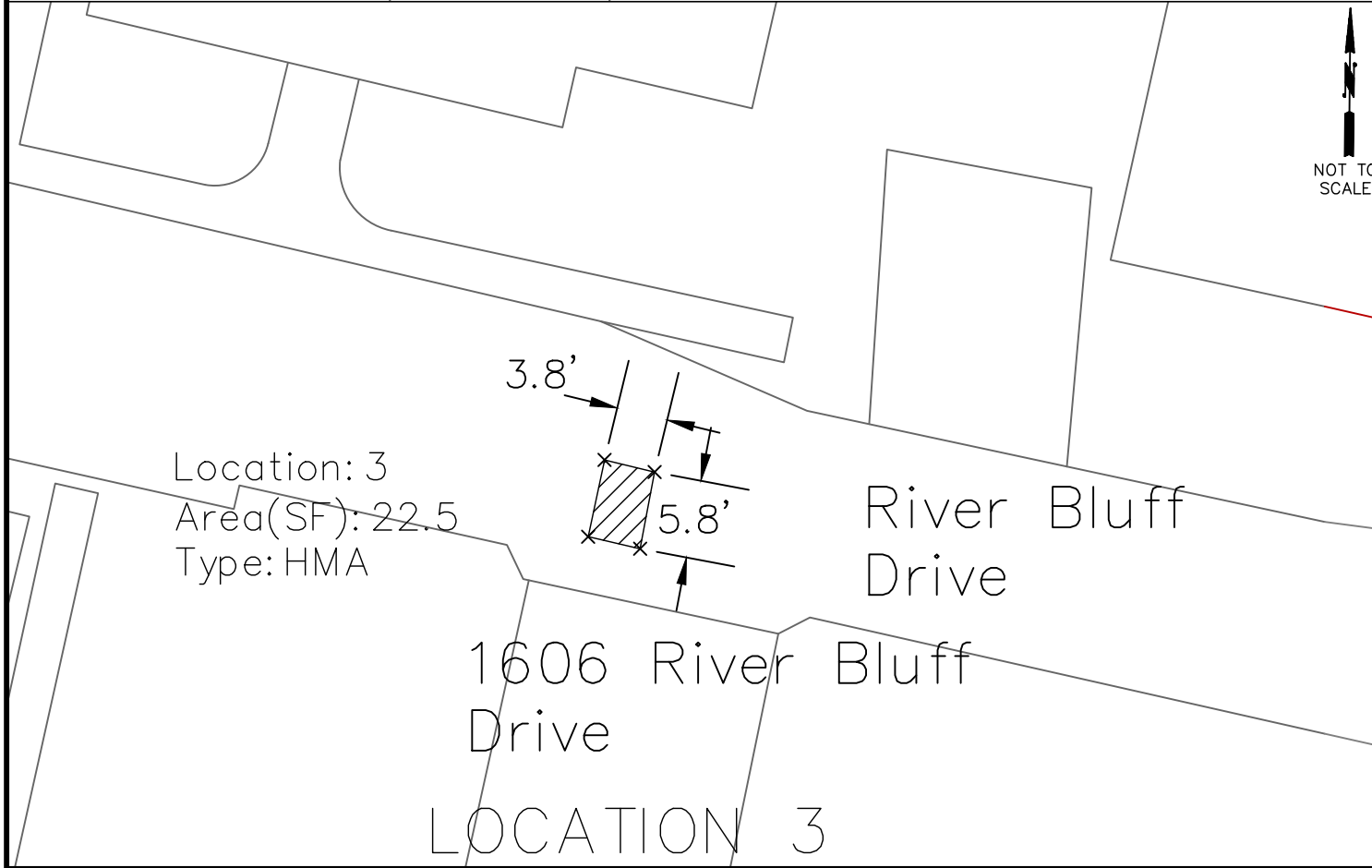
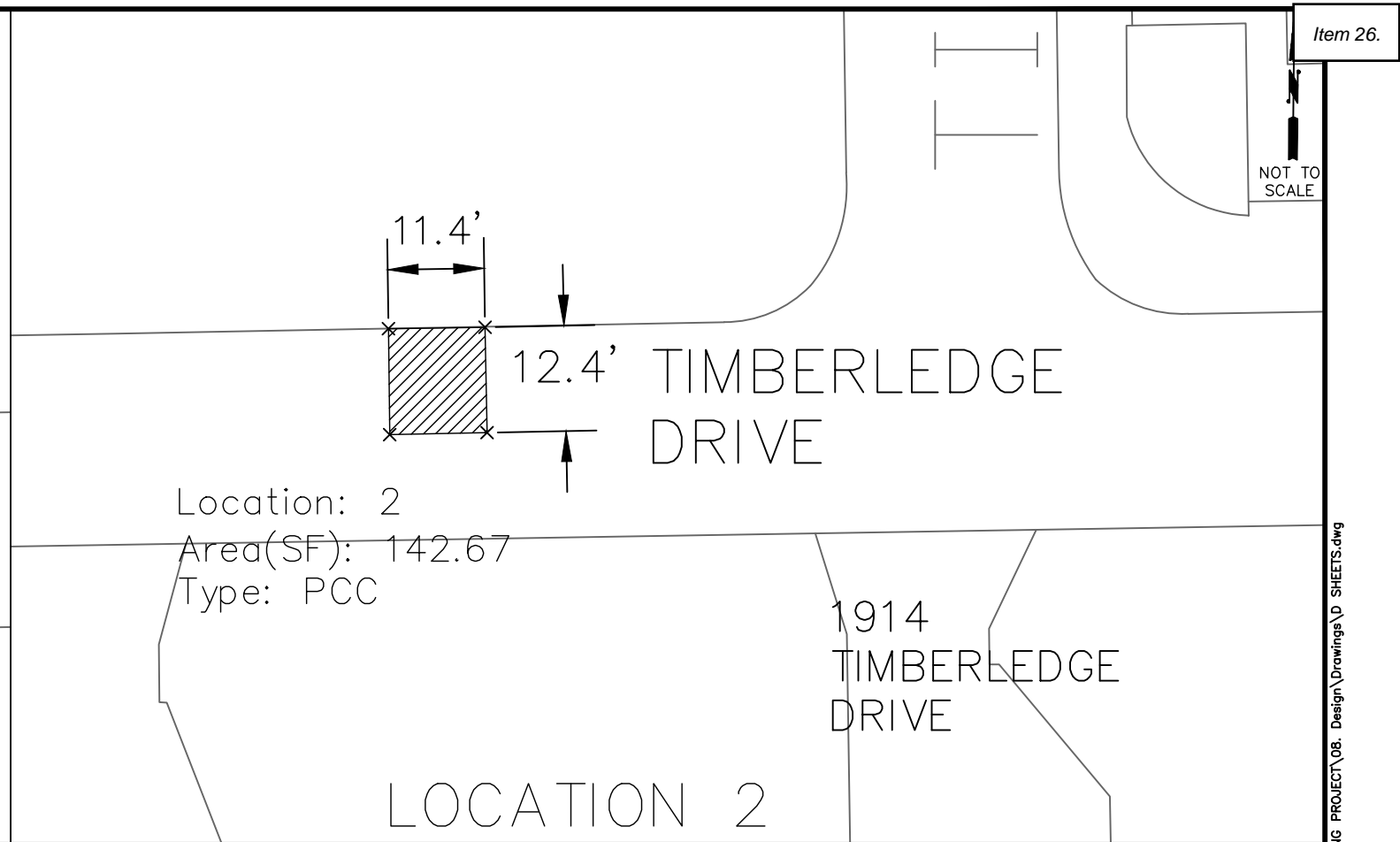
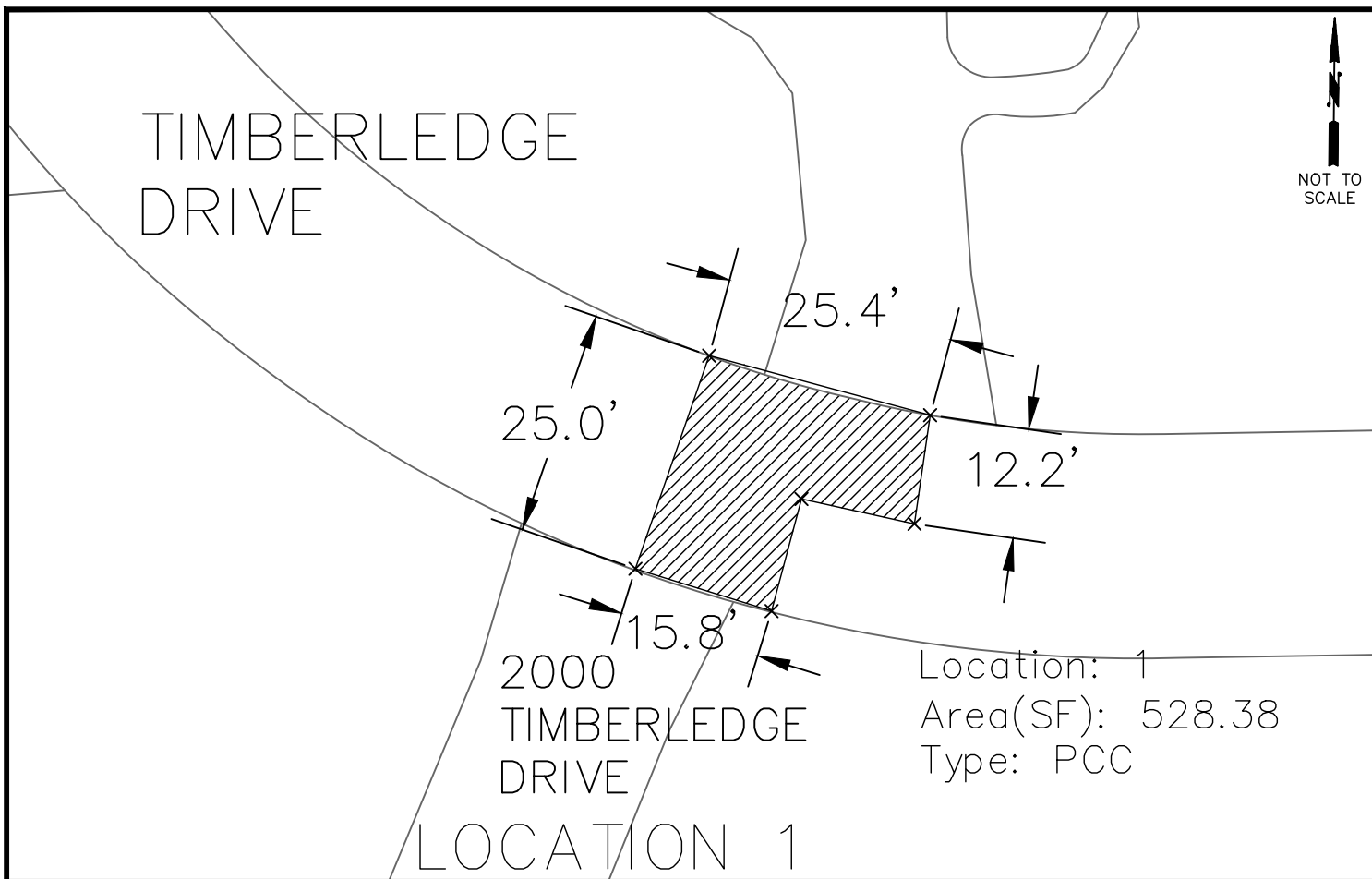


DEPARTMENT OF PUBLIC WORKS  
ENGINEERING SERVICES  
CITY OF CEDAR FALLS, IOWA  
220 CLAY ST.  
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(319) 268-5161

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CITY PROJECT NUMBER	SW-000-3243	SHEET NO.	C.02
DRAWN BY:	BJA	TOTAL SHEETS	17
CHECKED BY:	JPF		

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By: Brett Armstrong  
August 12, 2020 - 2:35 PM



SHEET NO.	D.01			
TOTAL SHEETS	17	NO.	DATE	REVISION
				INIT.

2020 STREET PATCHING PROJECT

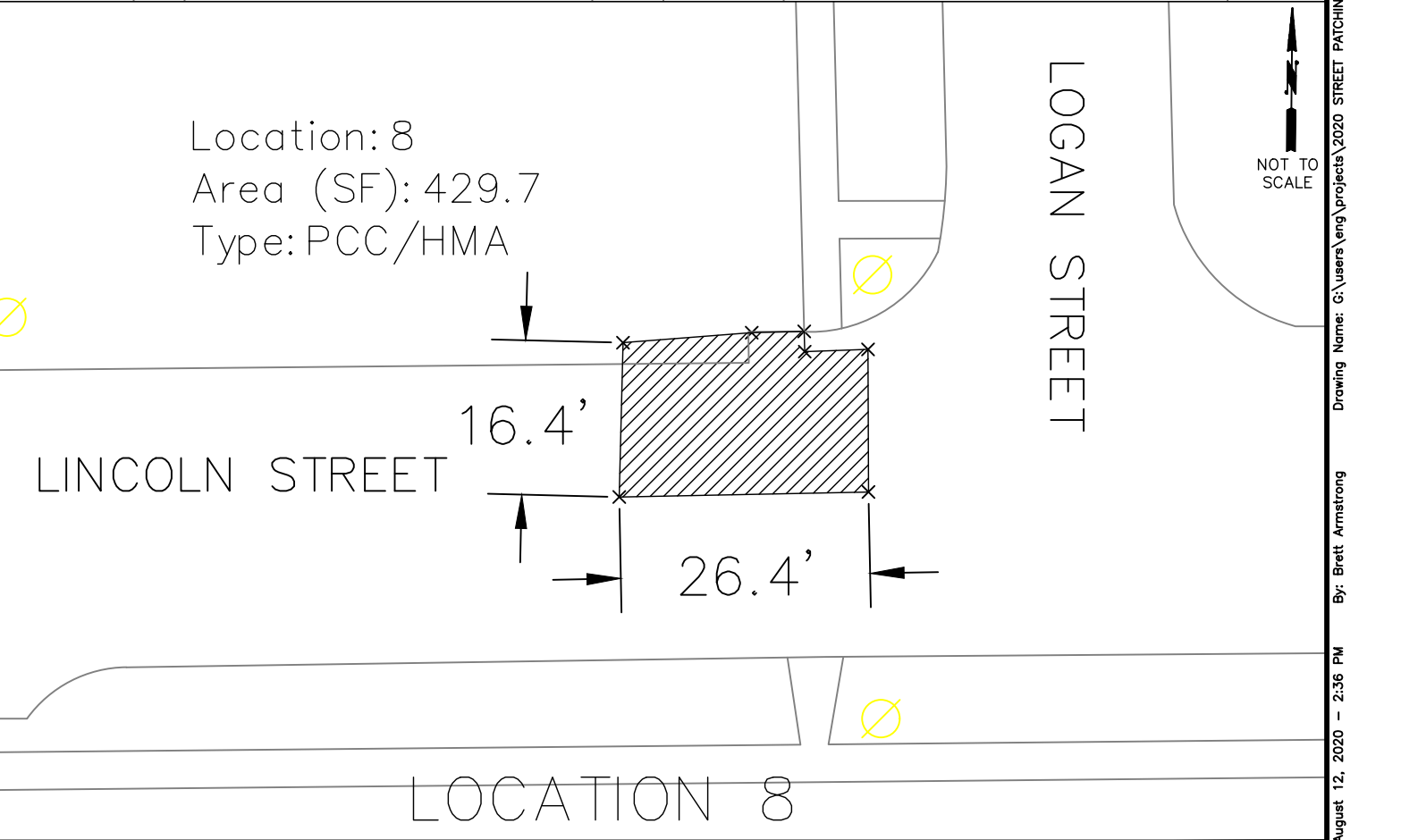
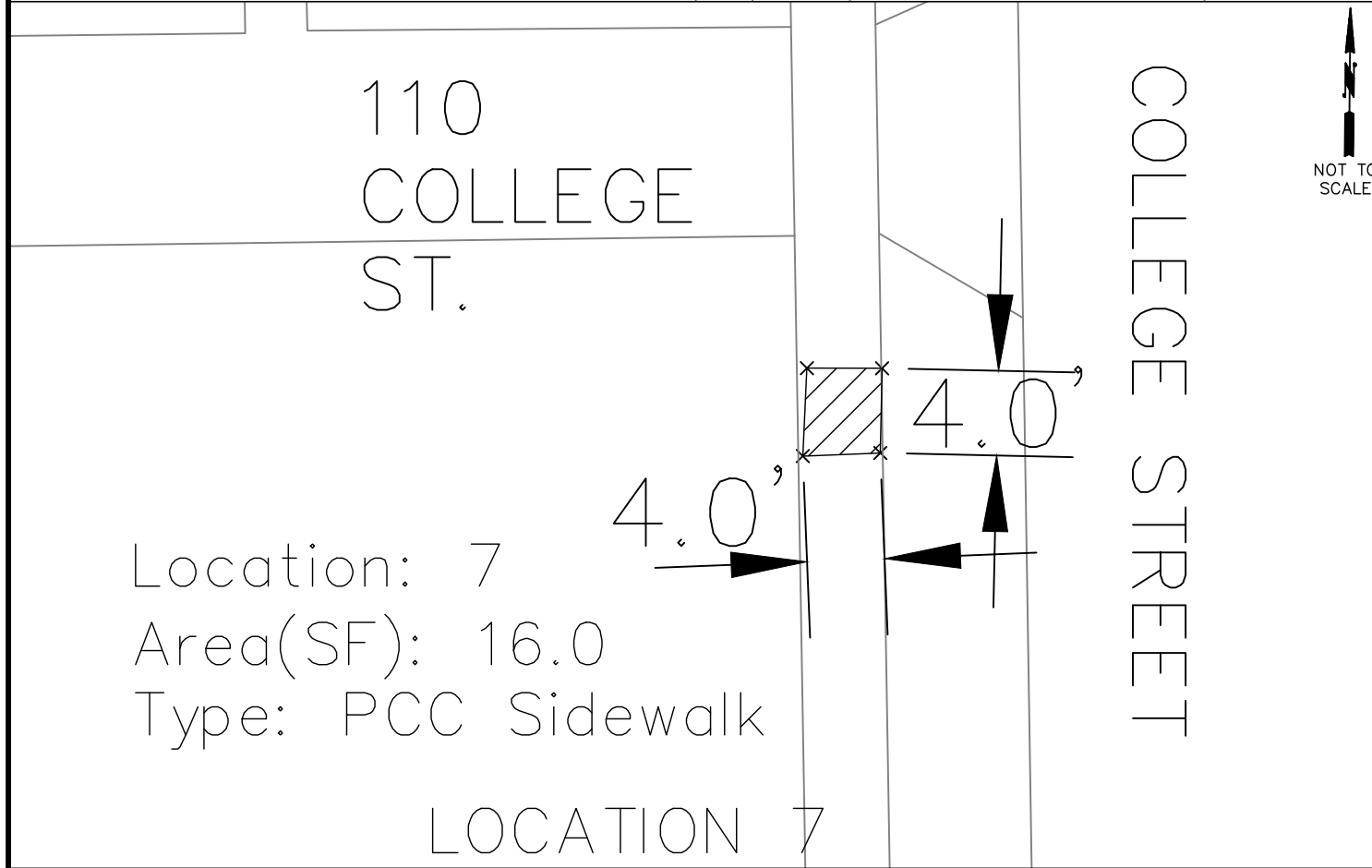
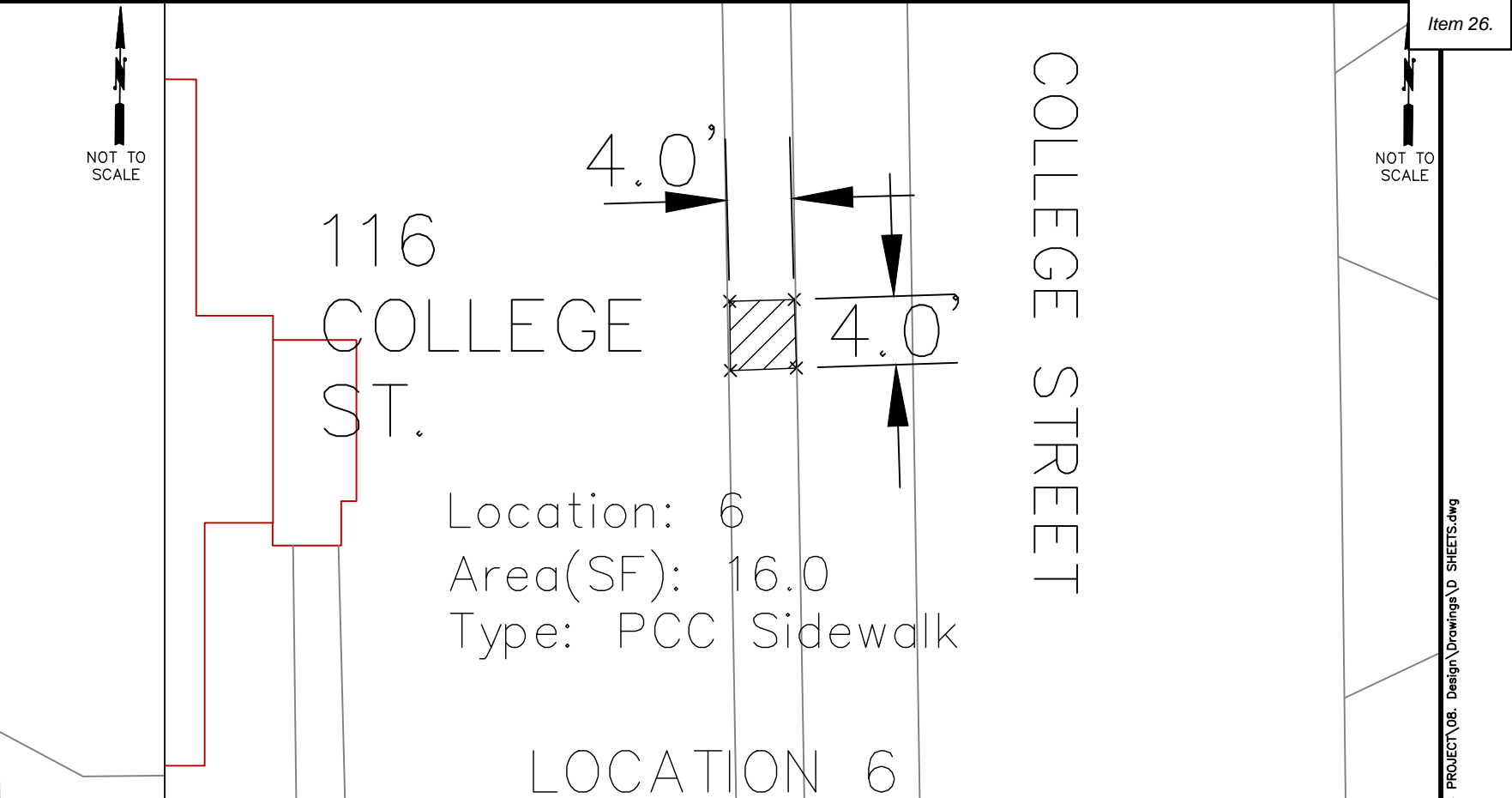
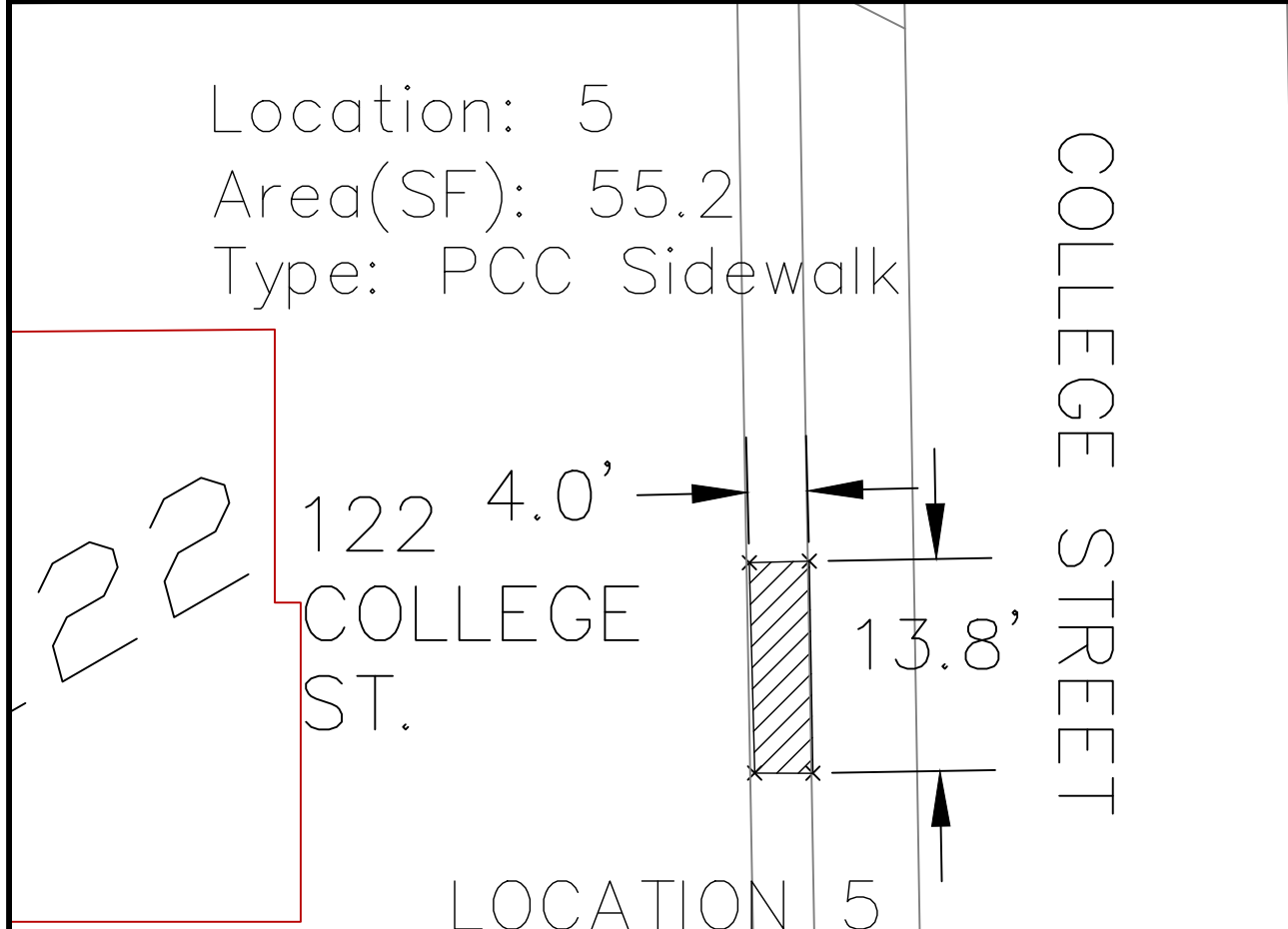
REPAIR LOCATIONS

DEPARTMENT of DEVELOPMENTAL SERVICES  
ENGINEERING DIVISION  
CITY of CEDAR FALLS, IOWA  
220 CLAY ST.  
CEDAR FALLS, IOWA 50613  
(319) 273-8606  
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CITY PROJECT NUMBER  
SW-000-3243  
DRAWN BY: BJA  
CHECKED BY: JPF

SHEET NO.	D.01
TOTAL SHEETS	17

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SHEET NO.	D.02				
TOTAL SHEETS	17	NO.	DATE	REVISION	INIT.

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REPAIR LOCATIONS

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(319) 273-8606

CITY PROJECT NUMBER	SW-000-3243	SHEET NO.	D.02
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CHECKED BY:	JPF		

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By: Brett Armstrong  
August 12, 2020 - 2:36 PM

W. 4TH STREET

NOT TO SCALE

Location: 10  
Area(SF): 187.3  
Type: PCC/HMA

NOT TO SCALE

OLIVE STREET

218 W.  
4TH  
ST.

5.4'

LOCATION 9

Location: 9  
Area(SF): 87.81  
Type: PCC

W. 5TH STREET

LOCATION 10

Location: 11  
Area (SF): 375.6  
Type: PCC/HMA

NOT TO SCALE

Location: 12  
Area (SF): 170.4  
Type: PCC

NOT TO SCALE

W. 7TH STREET

13.3'

29.7'

LOCATION 11

ELLEN STREET

1304

1304 W.  
7TH  
STREET

11.9'

DIVISION STREET

14.4'

LOCATION 12

121

SHEET NO.	D.03				
TOTAL SHEETS	17	NO.	DATE	REVISION	INIT.

2020 STREET PATCHING PROJECT

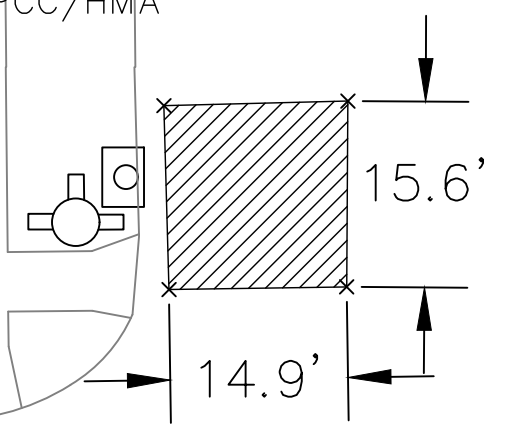
REPAIR LOCATIONS

DEPARTMENT of DEVELOPMENTAL SERVICES  
ENGINEERING DIVISION  
CITY of CEDAR FALLS, IOWA  
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CITY PROJECT NUMBER	SW-000-3243
DRAWN BY:	BJA
CHECKED BY:	JPF

SHEET NO.	D.03
TOTAL SHEETS	17

Location: 13  
 Area (SF): 235.78  
 Type: PCC/HMA



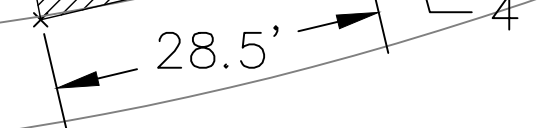
FRANKLIN STREET

W. 7TH STREET

LOCATION 13

NOT TO SCALE

1913 W.  
 8TH STREET



W. 8TH STREET

BARRINGTON DRIVE

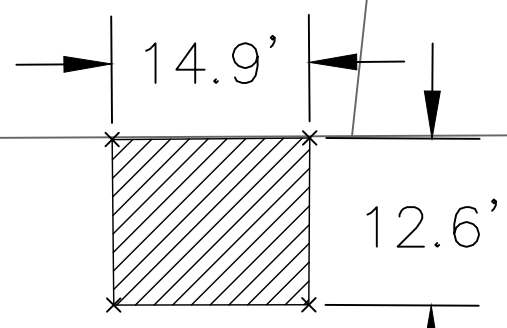
Location: 14  
 Area (SF): 111.1  
 Type: PCC Sidewalk

LOCATION 14

NOT TO SCALE

Location: 15  
 Area: 168.7  
 Type: PCC

1207 W.  
 10TH STREET



W. 10TH STREET

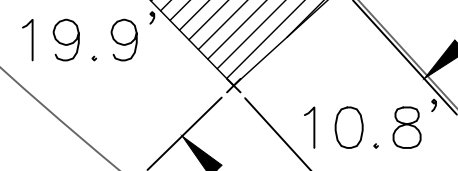
LOCATION 15

NOT TO SCALE

Location: 16  
 Area (SF): 223.1  
 Type: PCC

WATERLOO ROAD

1632  
 WATERLOO ROAD



LOCATION 16

NOT TO SCALE

SHEET NO.	D.04				
TOTAL SHEETS	17				
	NO.	DATE	REVISION	INIT.	

2020 STREET PATCHING PROJECT

REPAIR LOCATIONS

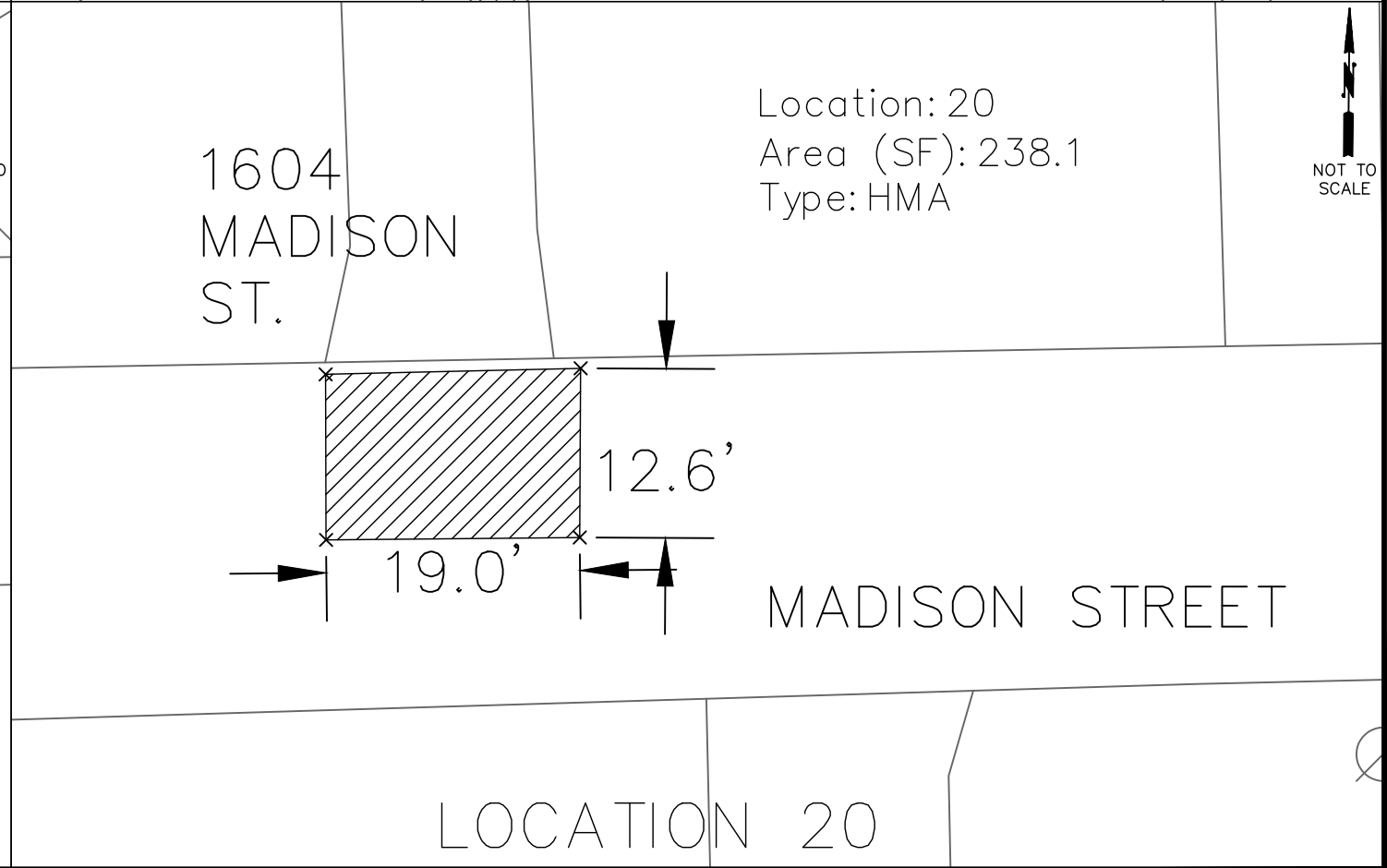
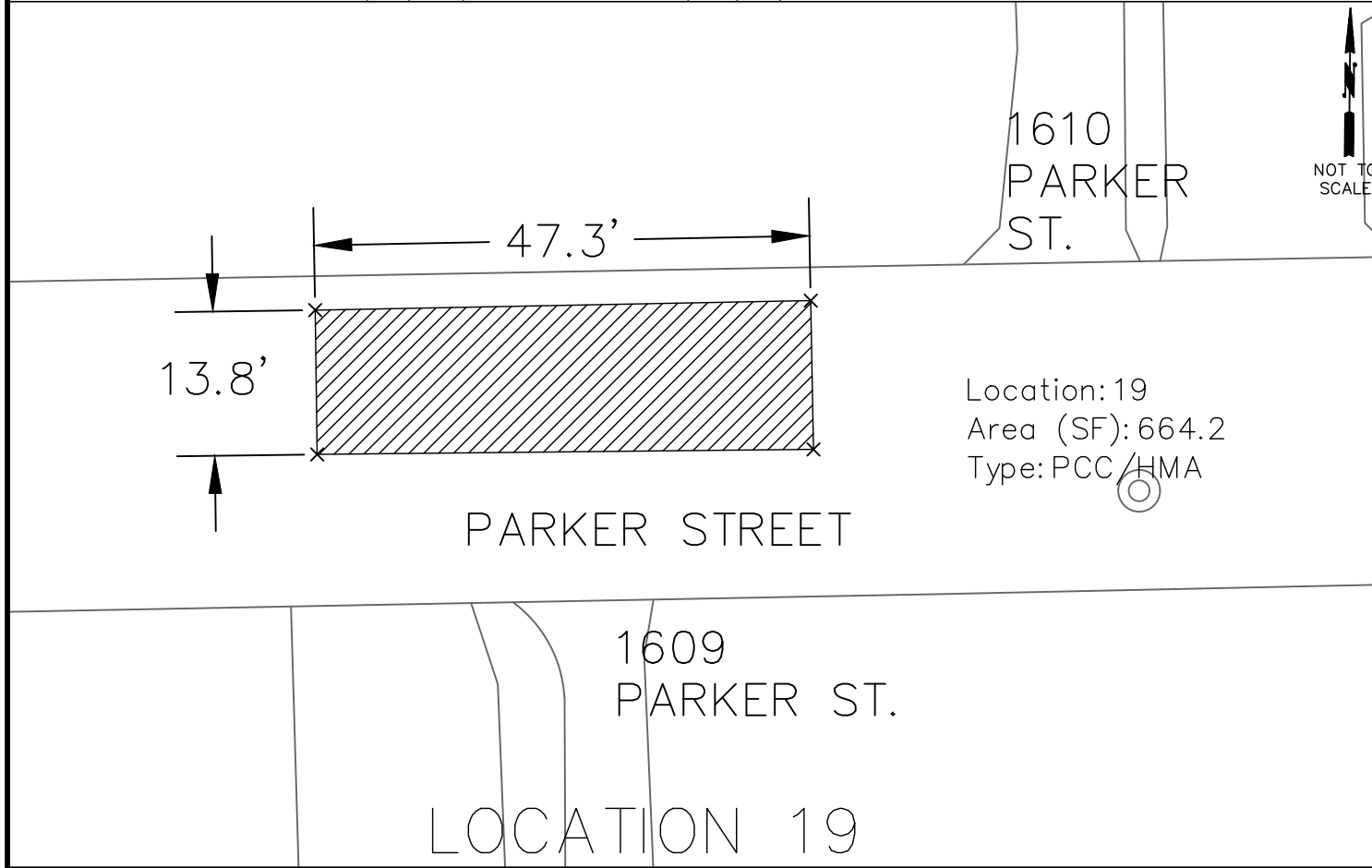
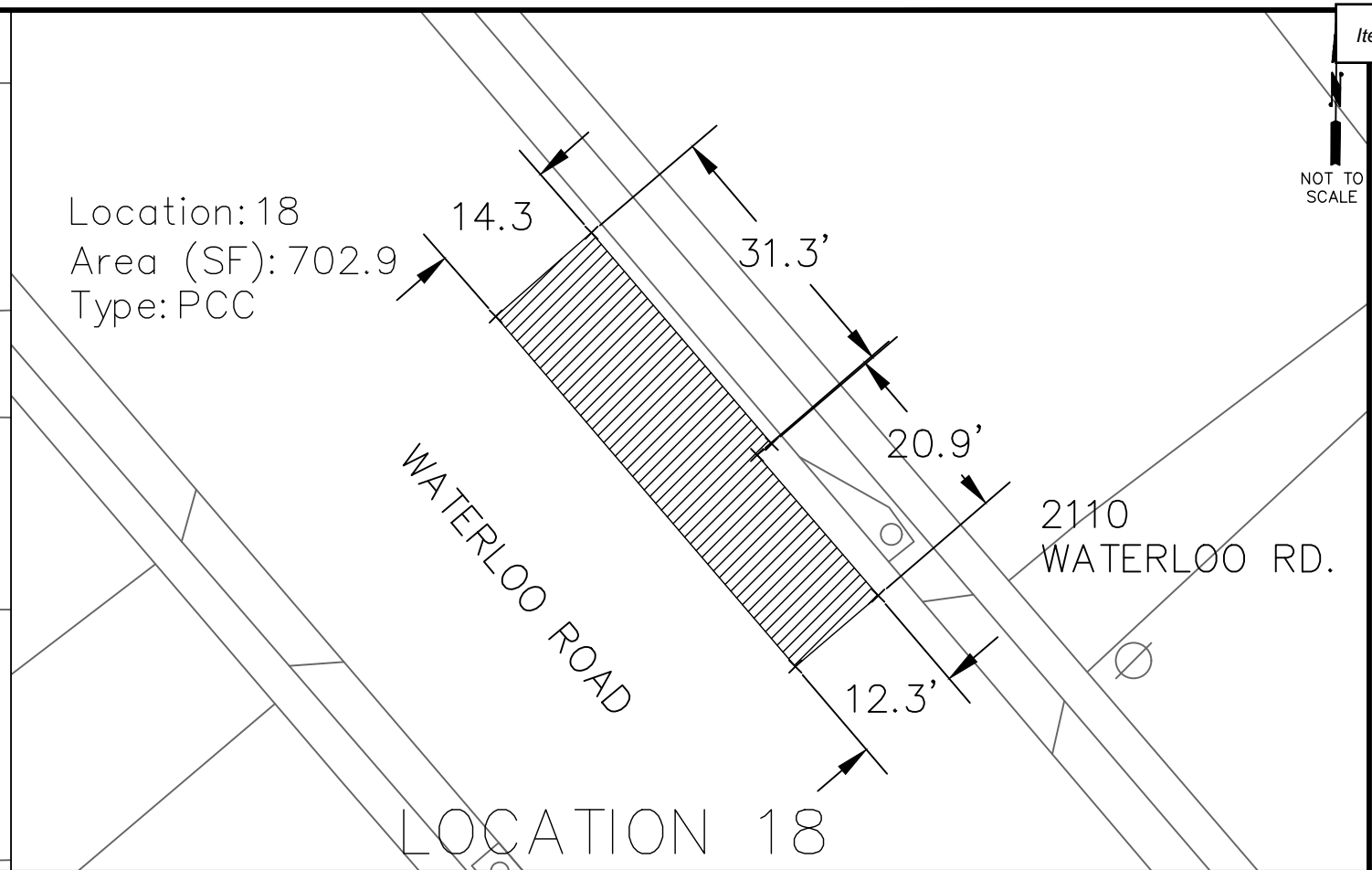
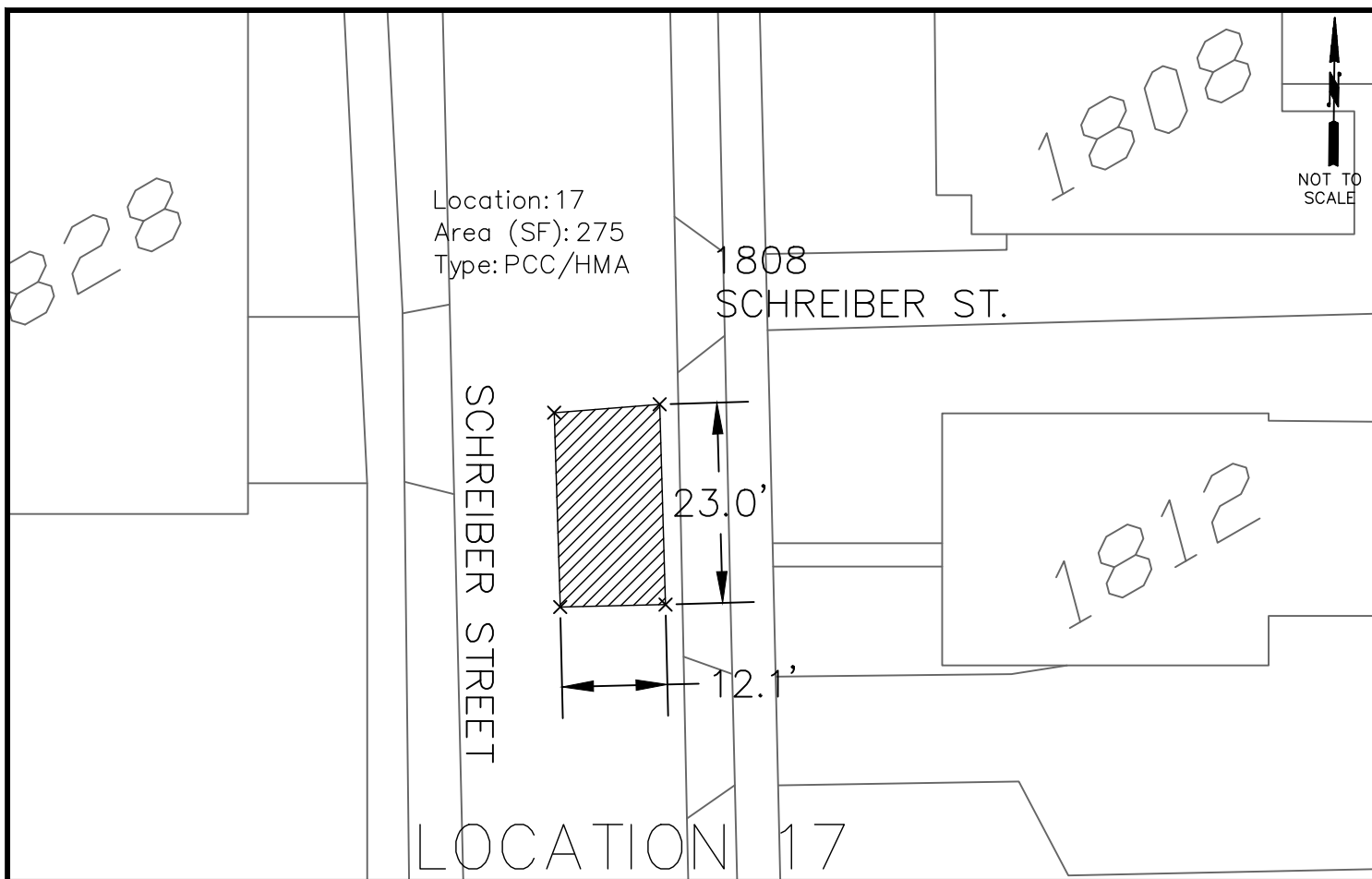
DEPARTMENT of DEVELOPMENTAL SERVICES  
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 220 CLAY ST.  
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CITY PROJECT NUMBER	SW-000-3243
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CHECKED BY:	JPF

SHEET NO.	D.04
TOTAL SHEETS	17

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 Date: August 12, 2020 - 2:36 PM





SHEET NO.	D.05				
TOTAL SHEETS	17	NO.	DATE	REVISION	INIT.

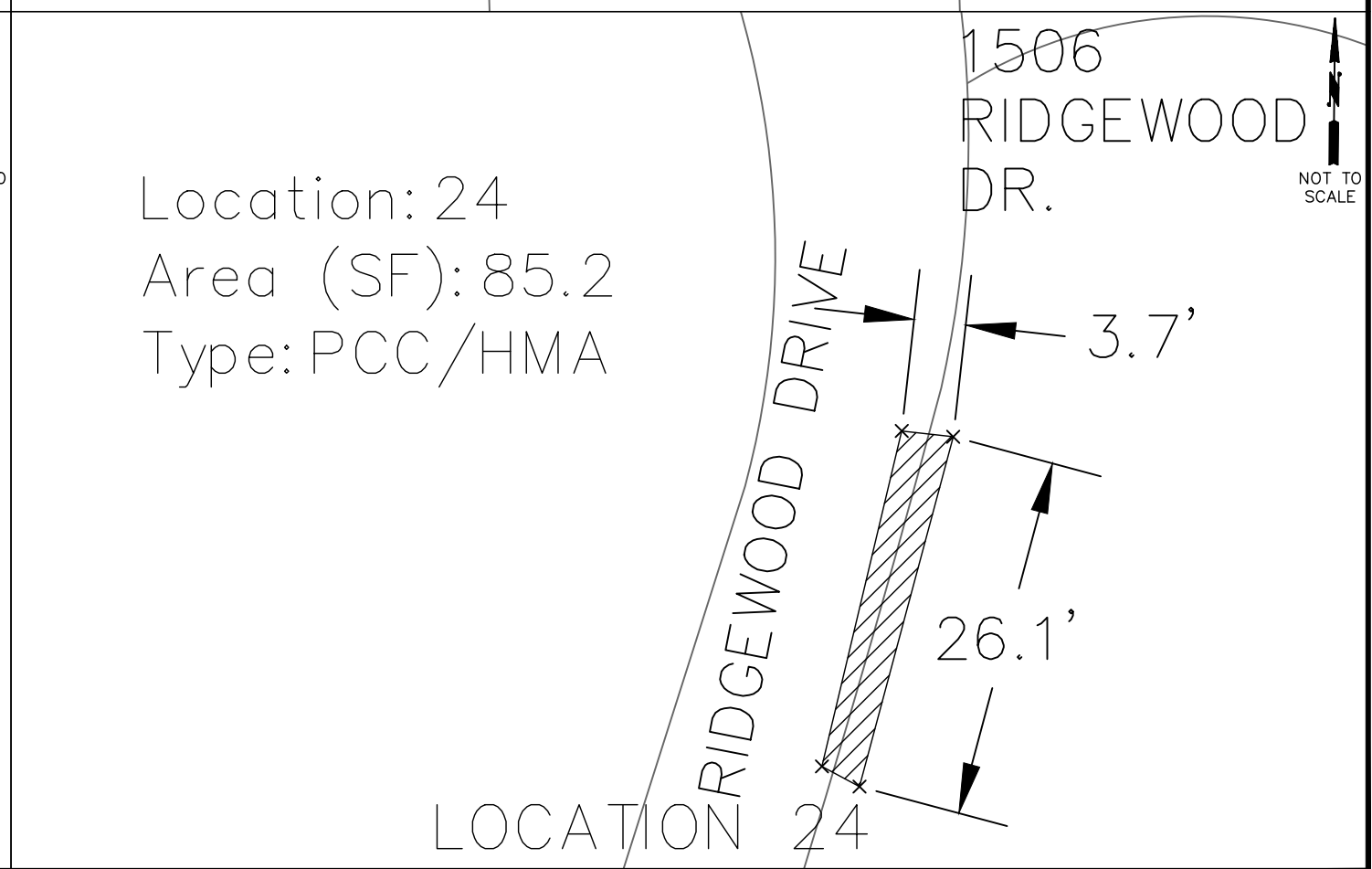
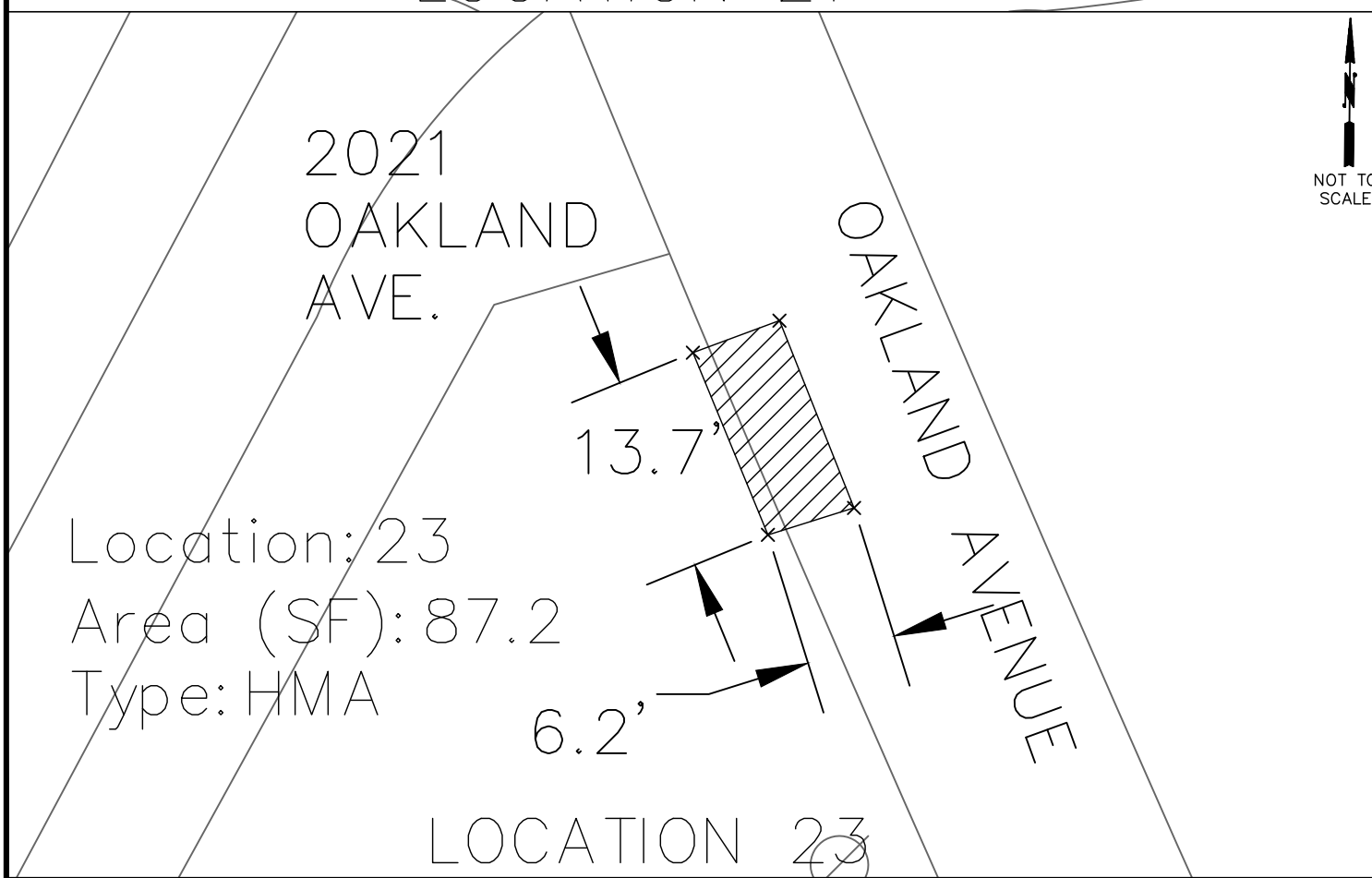
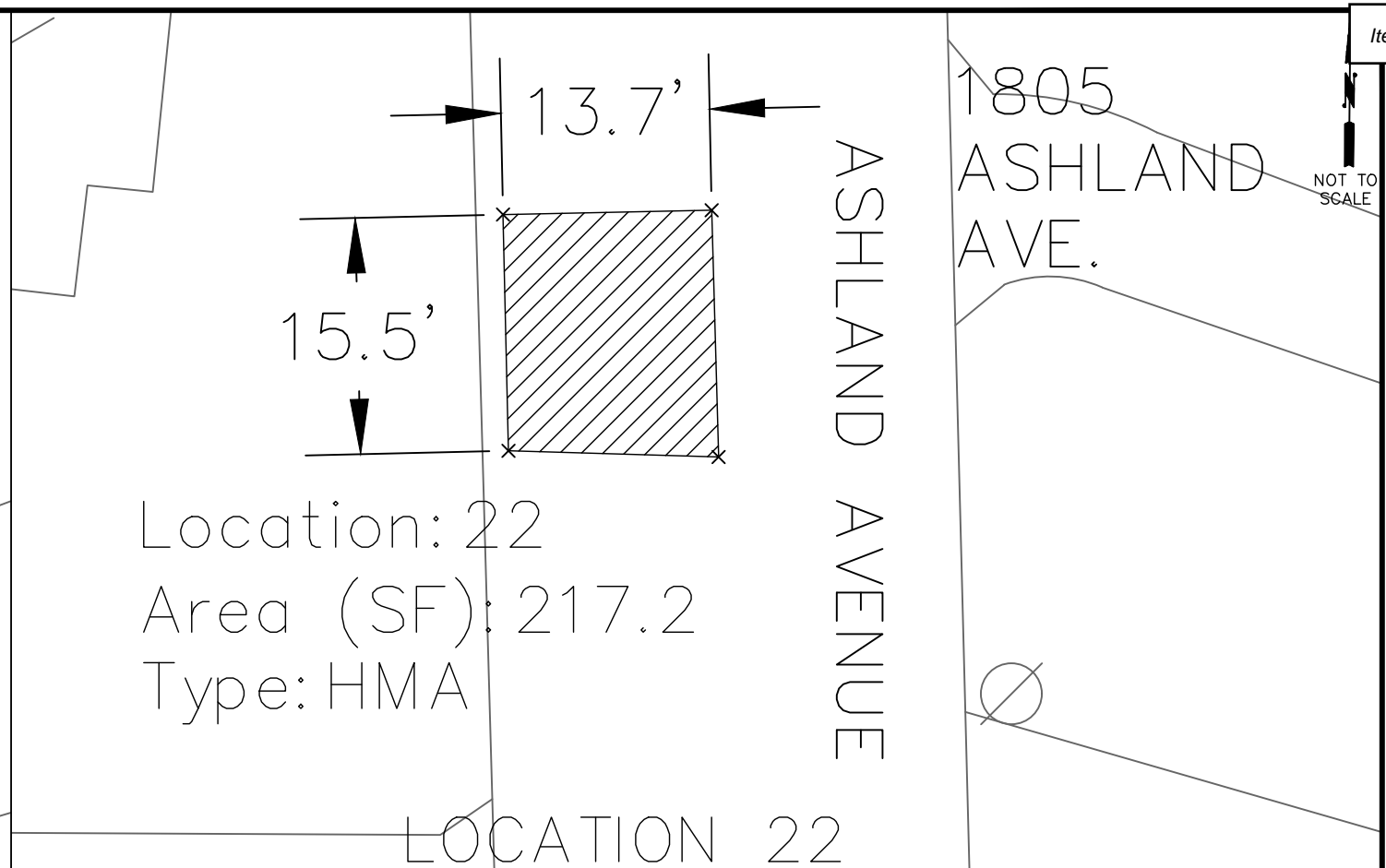
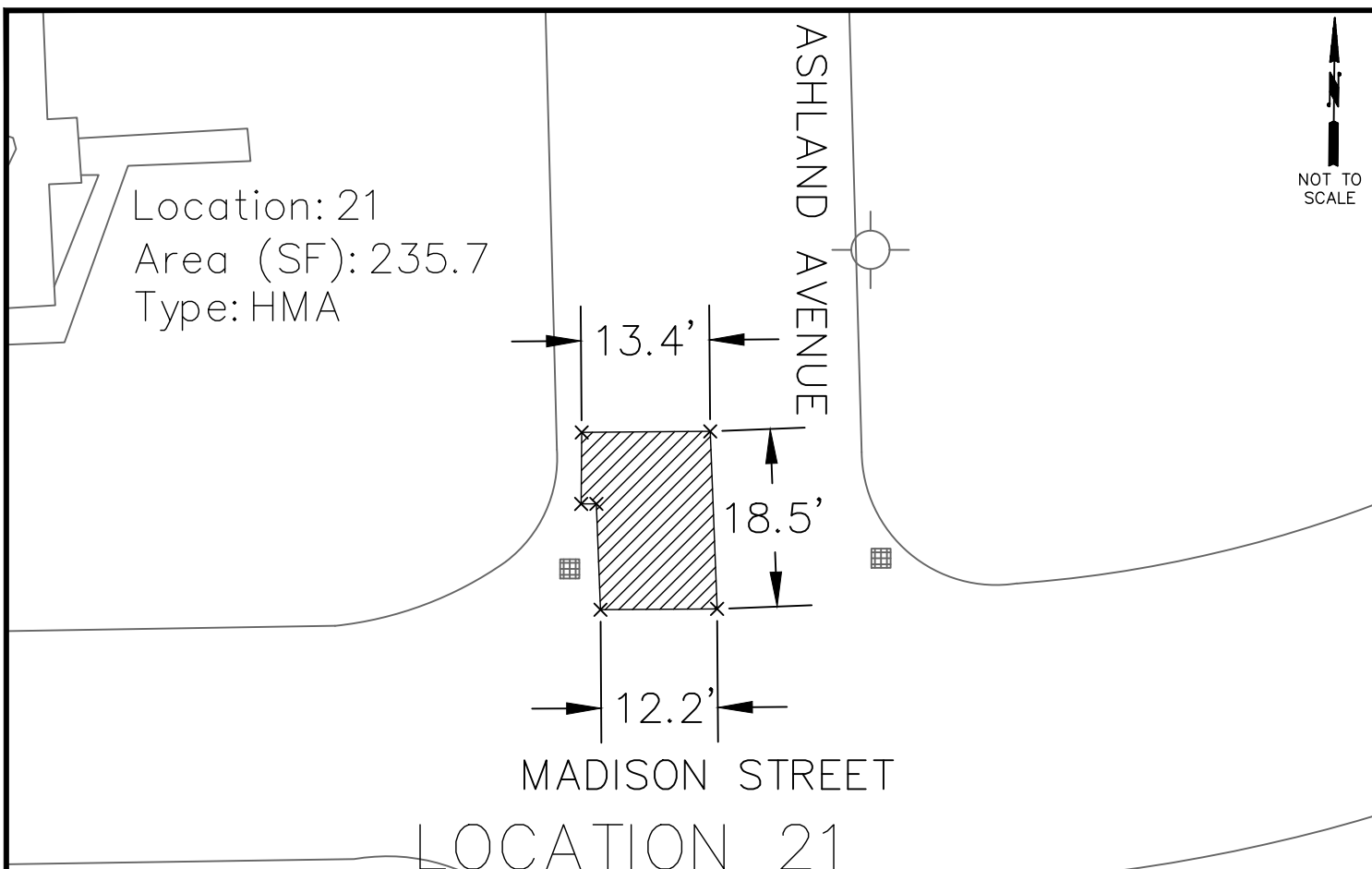
2020 STREET PATCHING PROJECT

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CITY PROJECT NUMBER	SW-000-3243	SHEET NO.	D.05
DRAWN BY:	BJA	TOTAL SHEETS	17
CHECKED BY:	JPF		

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SHEET NO.	D.06				
TOTAL SHEETS	17				
	NO.	DATE	REVISION	INIT.	

2020 STREET PATCHING PROJECT

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(319) 273-8606

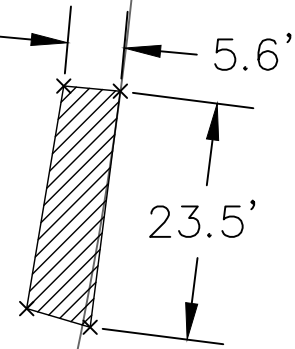
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Location: 25  
 Area (SF): 138.7  
 Type: HMA

1622  
 CHERRY  
 LN.

CHERRY LANE

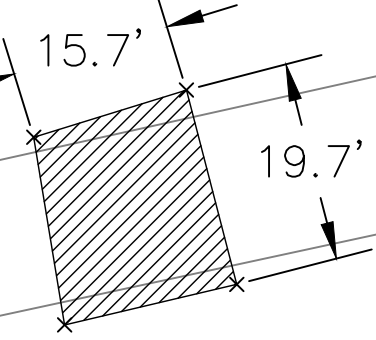


LOCATION 25

NOT TO SCALE

2524  
 TIMBER  
 DR.

TIMBER DRIVE



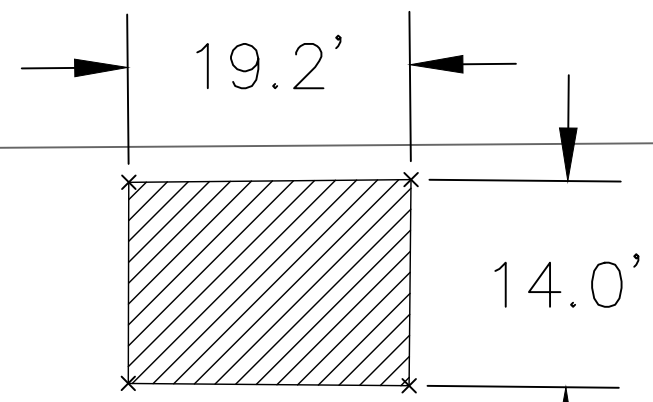
Location: 26  
 Area (SF): 146.8  
 Type: HMA

LOCATION 26

NOT TO SCALE

1916  
 HAWTHORNE  
 DR.

Location: 27  
 Area (SF): 264.6  
 Type: HMA



HAWTHORNE DRIVE

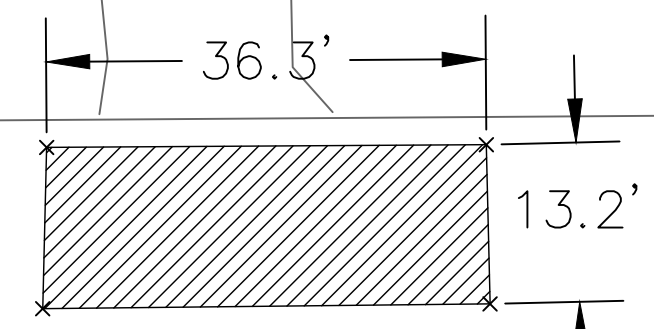
LOCATION 27

NOT TO SCALE

2002  
 HAWTHORNE  
 DR.

HAWTHORNE DRIVE

Location: 28  
 Area (SF): 485.1  
 Type: HMA



LOCATION 28

NOT TO SCALE

SHEET NO.	D.07				
TOTAL SHEETS	17				
	NO.	DATE	REVISION	INIT.	

2020 STREET PATCHING PROJECT

REPAIR LOCATIONS

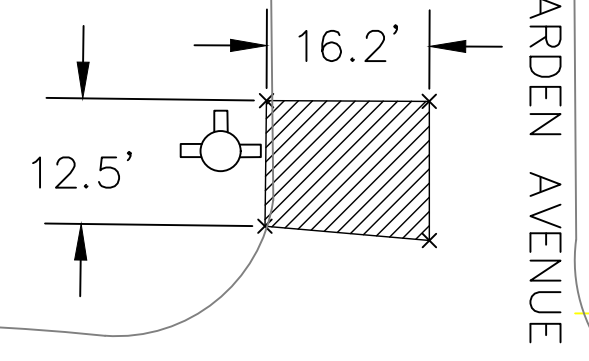
DEPARTMENT of DEVELOPMENTAL SERVICES  
 ENGINEERING DIVISION  
 CITY of CEDAR FALLS, IOWA  
 220 CLAY ST.  
 CEDAR FALLS, IOWA 50613  
 (319) 273-8606

CITY PROJECT NUMBER	SW-000-3243
DRAWN BY:	BJA
CHECKED BY:	JPF

SHEET NO.	D.07
TOTAL SHEETS	17

Drawing Name: G:\users\eng\projects\2020 STREET PATCHING PROJECT\08. Design\Drawings\0 SHEETS.dwg By: Brett Armstrong Date: August 12, 2020 - 2:36 PM

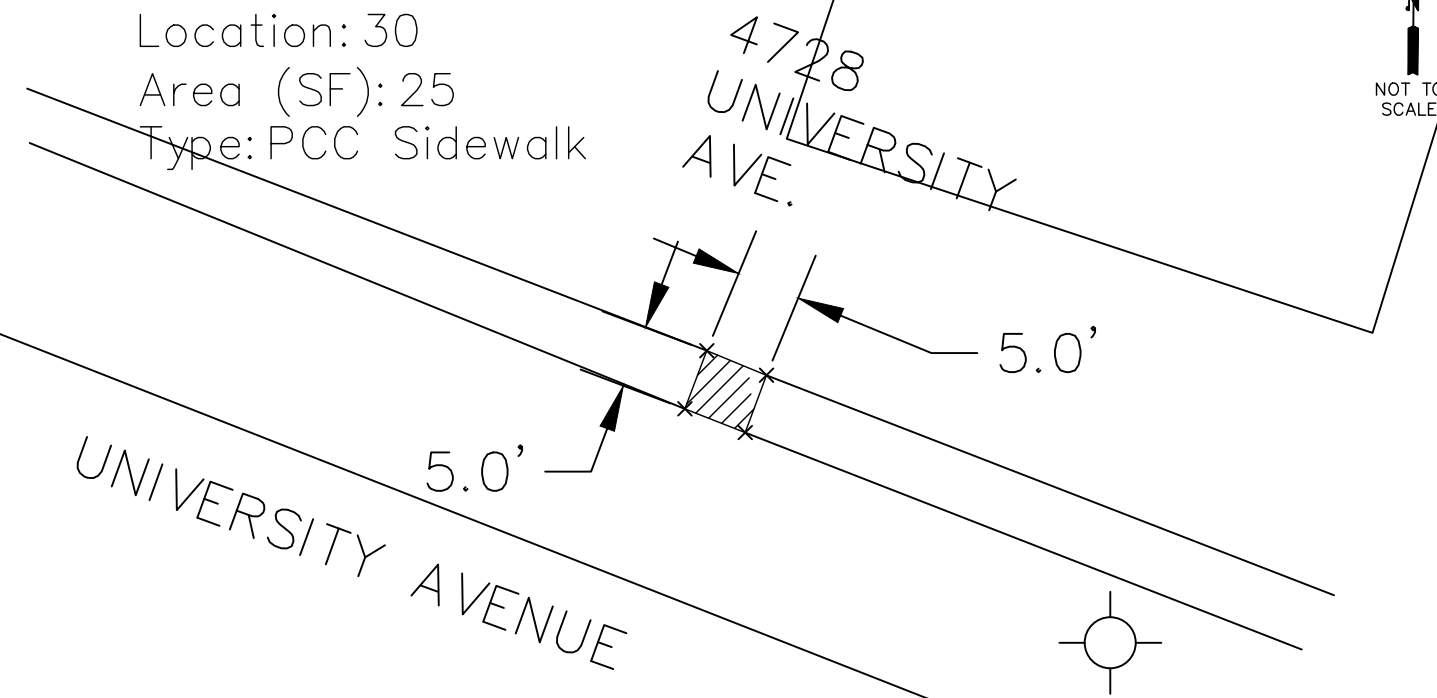
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 Area (SF): 214.7  
 Type: PCC



GARDEN AVENUE  
 LOMA STREET

LOCATION 29

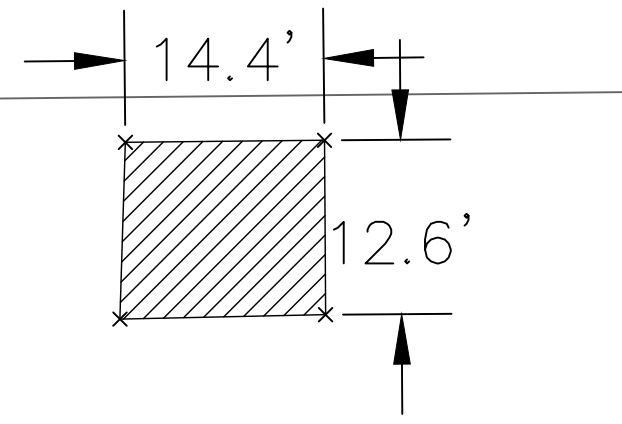
Location: 30  
 Area (SF): 25  
 Type: PCC Sidewalk



4728 UNIVERSITY AVE.  
 UNIVERSITY AVENUE

LOCATION 30

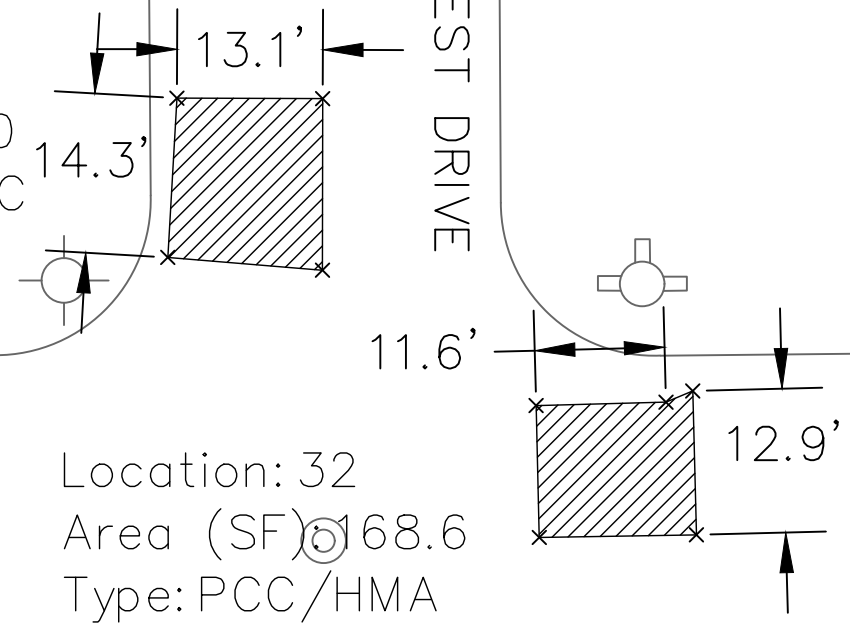
Location: 31  
 Area (SF): 184.9  
 Type: PCC/HMA



MAPLEWOOD DRIVE

LOCATION 31

Location: 33  
 Area (SF): 200  
 Type: HMA/PCC



HILLCREST DRIVE

LOCATION 32&33

MAPLEWOOD DRIVE

Location: 32  
 Area (SF): 168.6  
 Type: PCC/HMA

1809 MAPLEWOOD DR.

SHEET NO.	D.08				
TOTAL SHEETS	17	NO.	DATE	REVISION	INIT.

2020 STREET PATCHING PROJECT

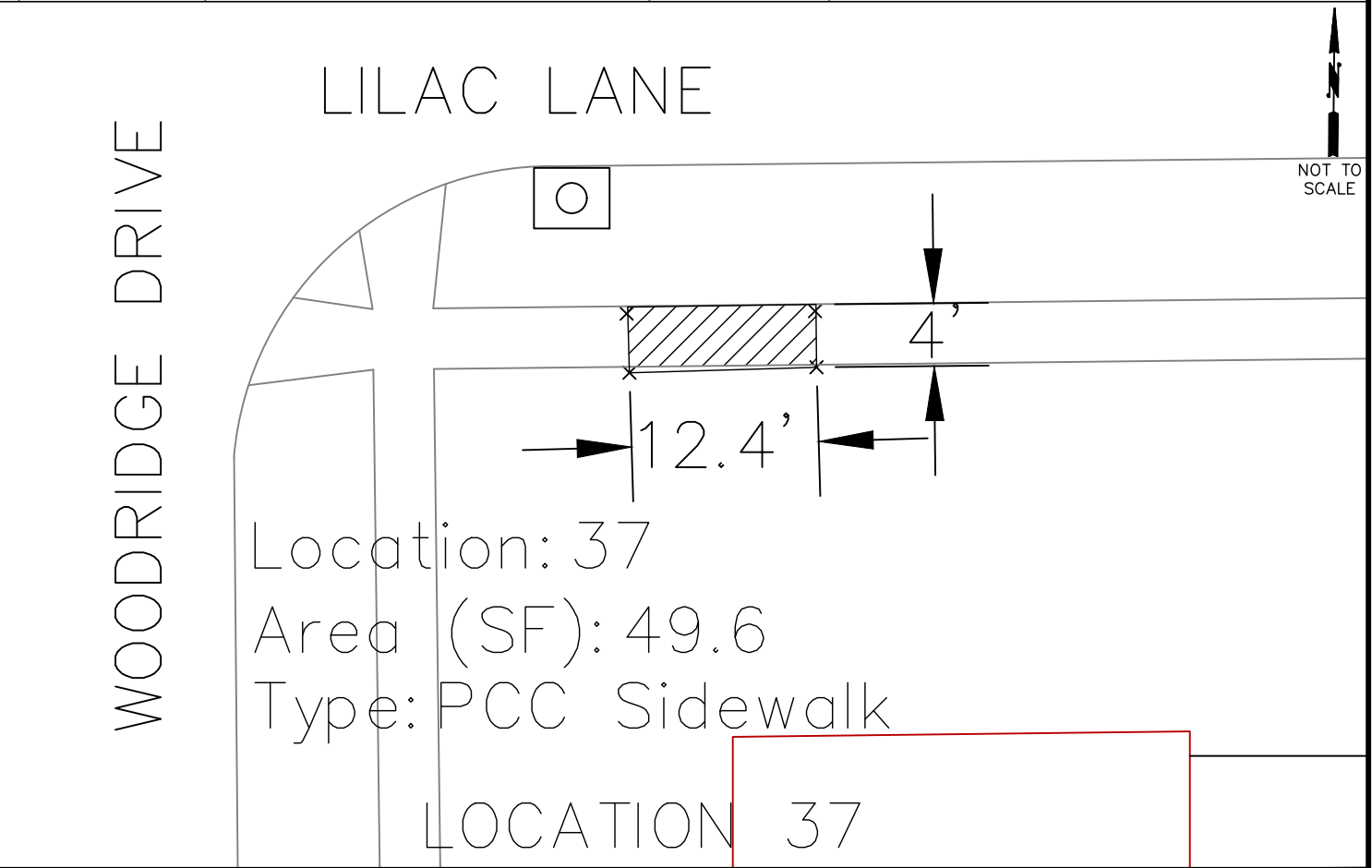
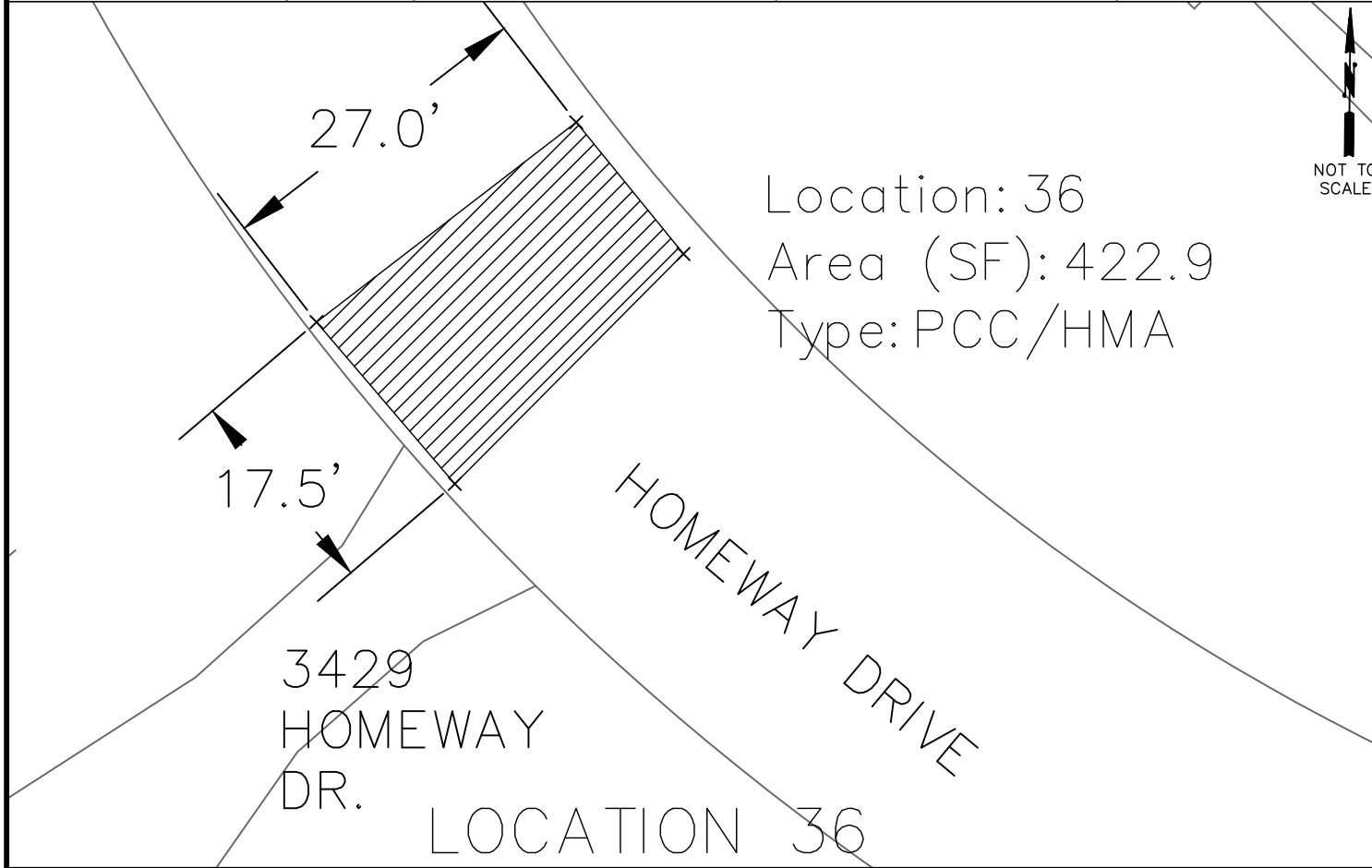
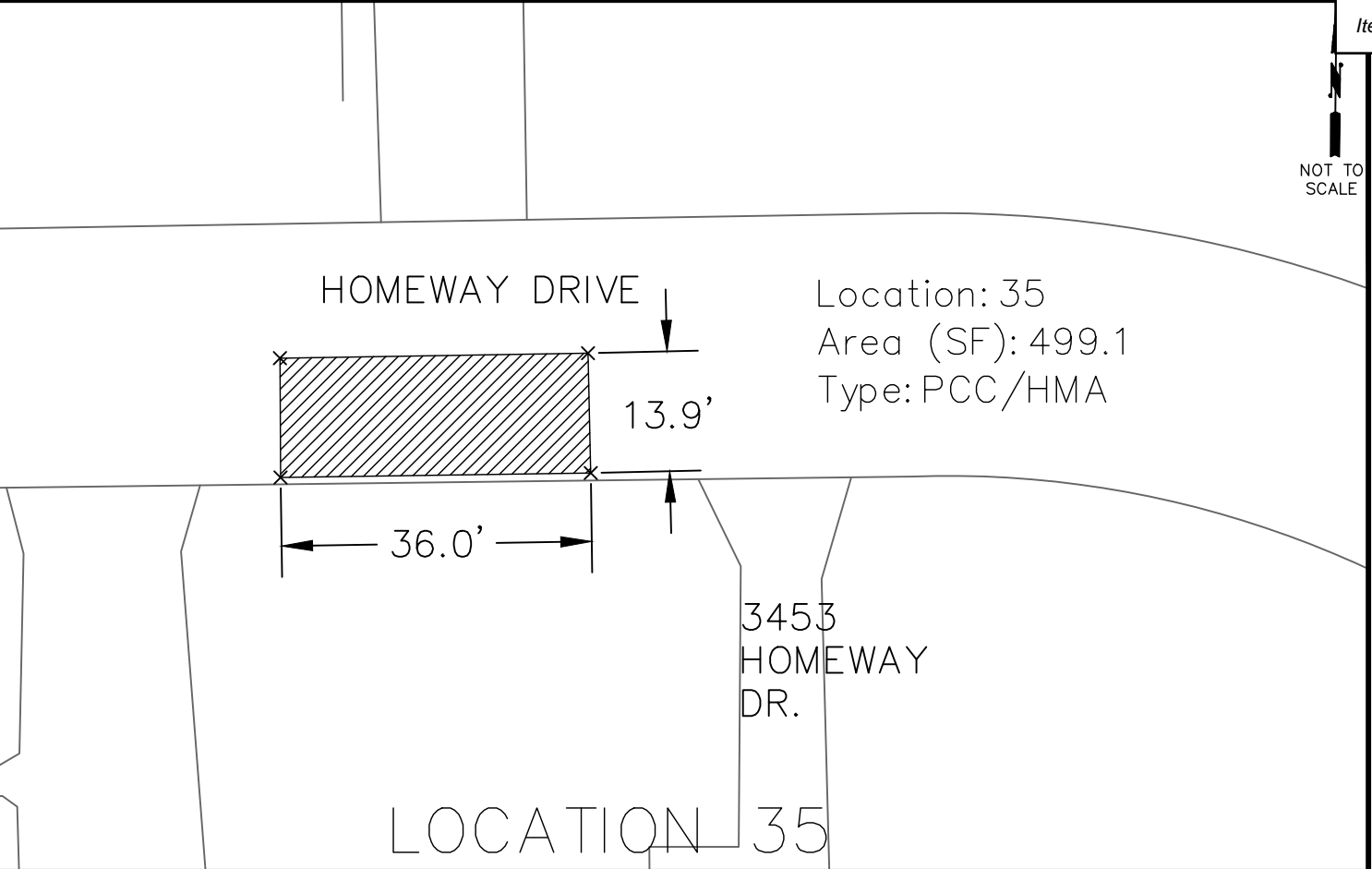
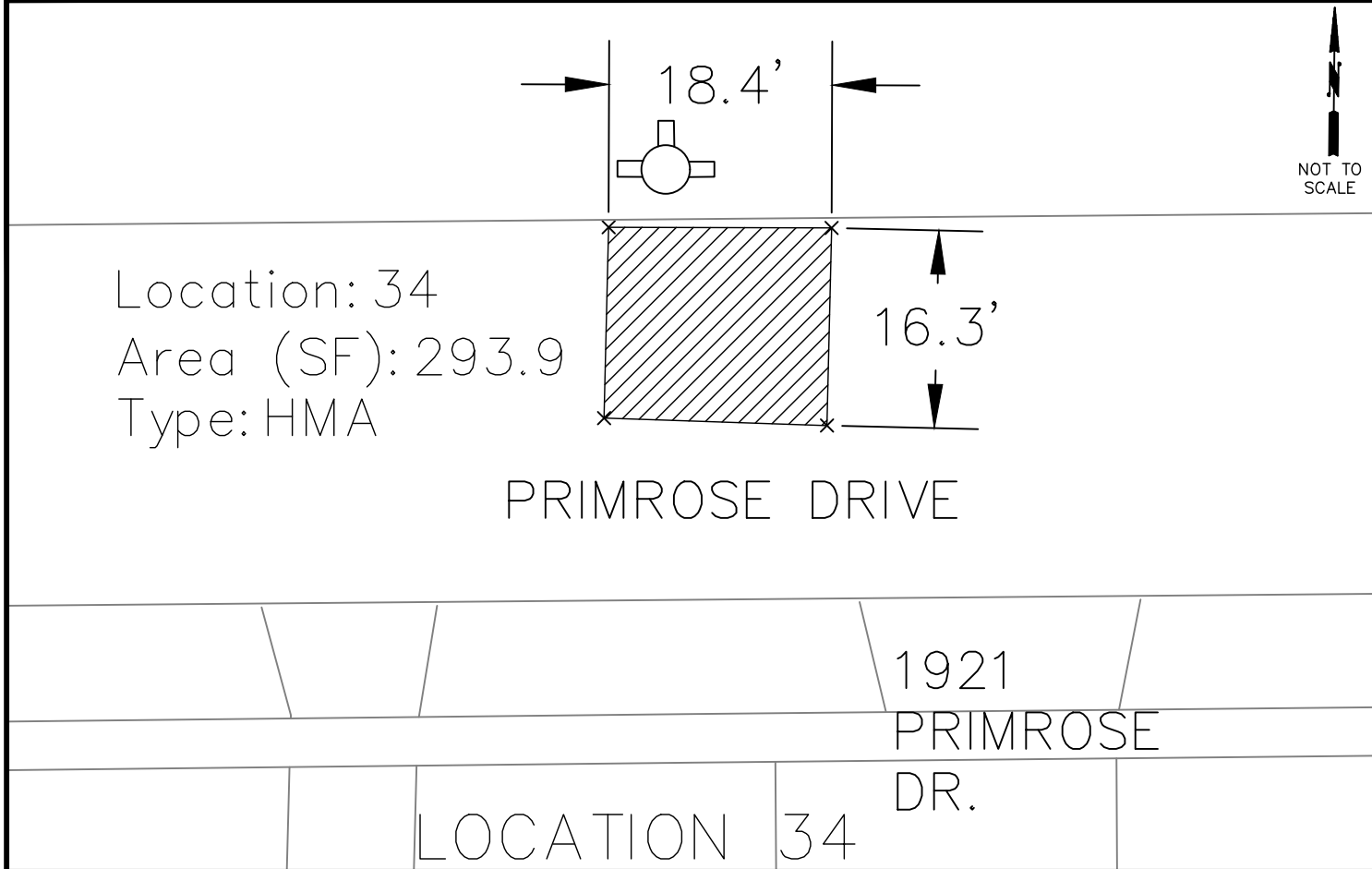
REPAIR LOCATIONS

DEPARTMENT of DEVELOPMENTAL SERVICES  
 ENGINEERING DIVISION  
 CITY of CEDAR FALLS, IOWA  
 220 CLAY ST.  
 CEDAR FALLS, IOWA 50613  
 (319) 273-8606  
 "OUR CITIZENS ARE OUR BUSINESS"

CITY PROJECT NUMBER	SW-000-3243
DRAWN BY:	BJA
CHECKED BY:	JPF

SHEET NO.	D.08
TOTAL SHEETS	17

Drawing Name: G:\users\eng\projects\2020 STREET PATCHING PROJECT\08. Design\Drawings\0 SHEETS.dwg By: Brett Armstrong Date: August 12, 2020 - 2:36 PM



SHEET NO.	D.09				
TOTAL SHEETS	17				
	NO.	DATE	REVISION	INIT.	

2020 STREET PATCHING

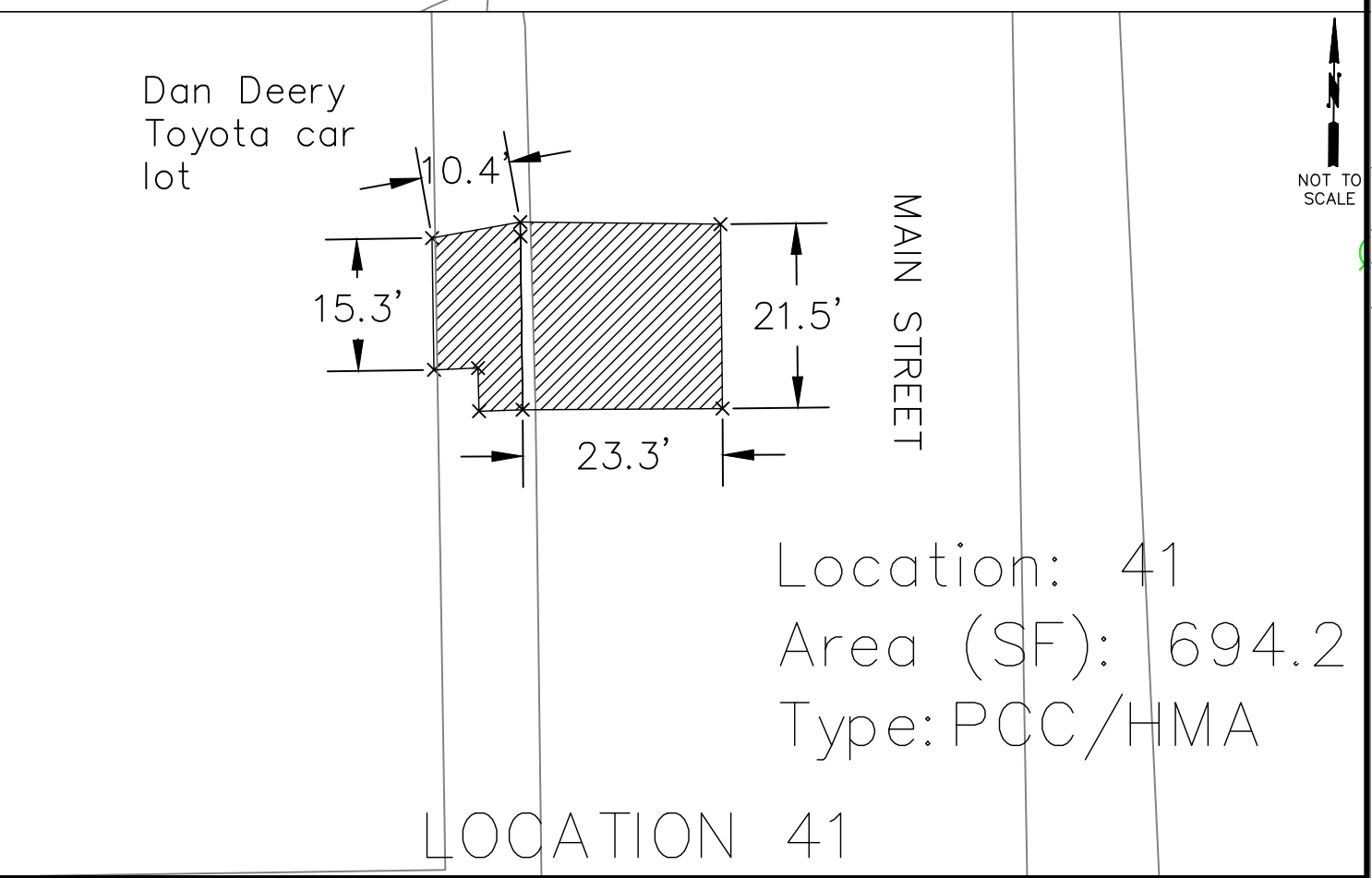
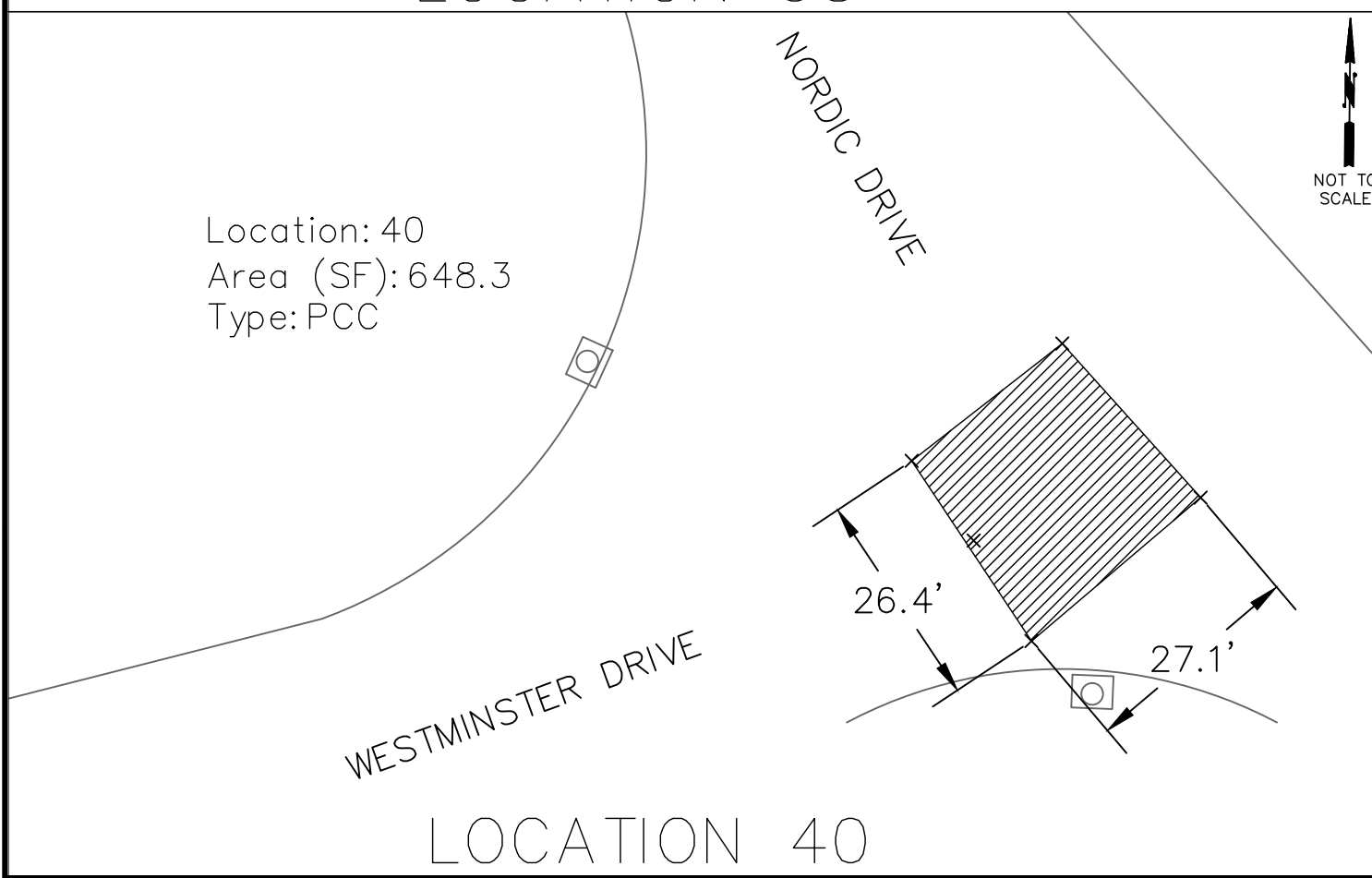
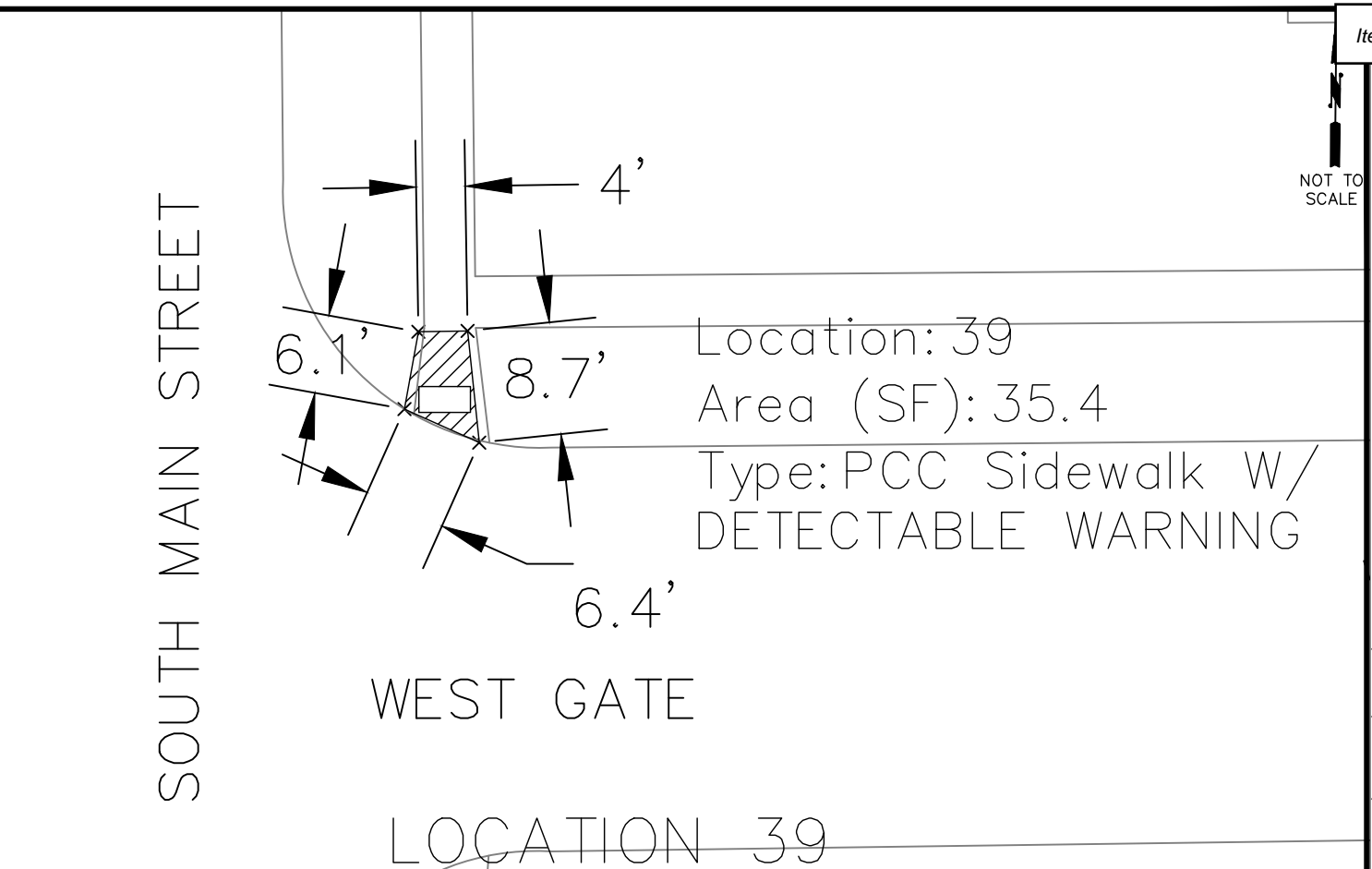
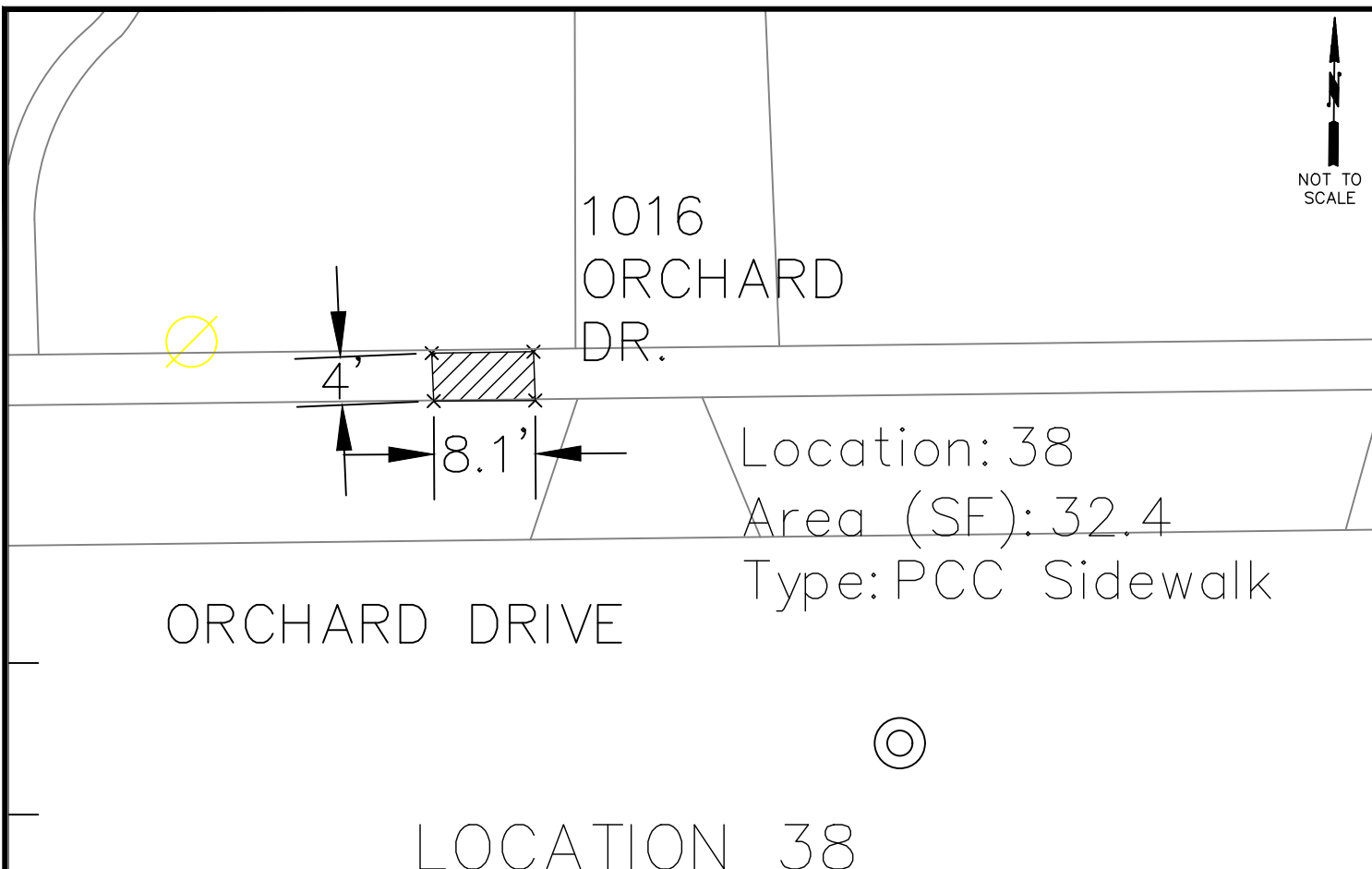
REPAIR LOCATIONS

DEPARTMENT of DEVELOPMENTAL SERVICES  
ENGINEERING DIVISION  
CITY of CEDAR FALLS, IOWA  
220 CLAY ST.  
CEDAR FALLS, IOWA 50613  
(319) 273-8606

CITY PROJECT NUMBER	SW-000-3243
DRAWN BY:	BJA
CHECKED BY:	JPF

SHEET NO.	D.09
TOTAL SHEETS	17

Drawing Name: G:\users\eng\projects\2020 STREET PATCHING PROJECT\08. Design\Drawings\0 SHEETS.dwg By: Brett Armstrong Date: August 12, 2020 - 2:36 PM



SHEET NO.	D.10				
TOTAL SHEETS	17				
	NO.	DATE	REVISION	INIT.	

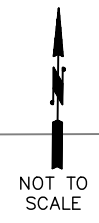
2020 STREET PATCHING PROJECT

REPAIR LOCATIONS

DEPARTMENT of DEVELOPMENTAL SERVICES  
ENGINEERING DIVISION  
CITY of CEDAR FALLS, IOWA  
220 CLAY ST.  
CEDAR FALLS, IOWA 50613  
(319) 273-8606  
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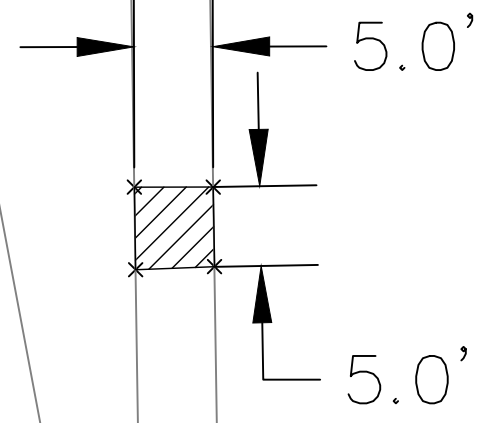
CITY PROJECT NUMBER	SW-000-3243	SHEET NO.	D.10
DRAWN BY:	BJA	TOTAL SHEETS	17
CHECKED BY:	JPF		

Drawing Name: C:\users\eng\projects\2020 STREET PATCHING PROJECT\08. Design\Drawings\D SHEETS.dwg By: Brett Armstrong Date: August 12, 2020 - 2:37 PM



2610 COLLEGE ST.

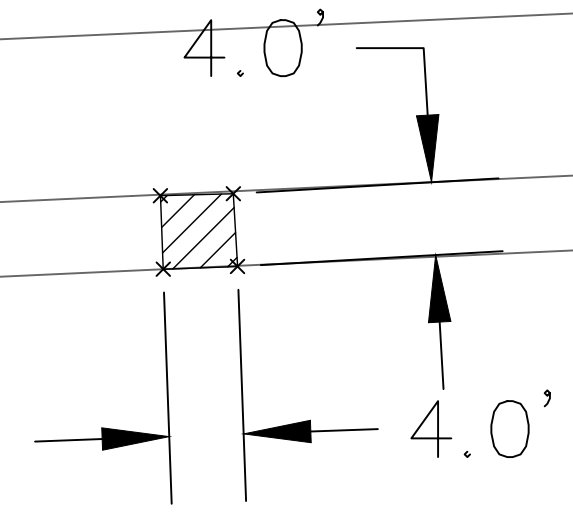
COLLEGE STREET



Location: 42  
Area (SF): 25.0  
Type: PCC Sidewalk

LOCATION 42

Location: 43  
Area(SF): 16.0  
Type: PCC Sidewalk



711 EAGLE RIDGE RD.

LOCATION 43

SHEET NO.	D.11				
TOTAL SHEETS	17				
	NO.	DATE	REVISION	INIT.	

2020 STREET PATCHING PROJECT

REPAIR LOCATIONS

DEPARTMENT of DEVELOPMENTAL SERVICES  
ENGINEERING DIVISION  
CITY of CEDAR FALLS, IOWA  
220 CLAY ST.  
CEDAR FALLS, IOWA 50613  
(319) 273-8606

"OUR CITIZENS ARE OUR BUSINESS"

CITY PROJECT NUMBER	SW-000-3243
DRAWN BY:	BJA
CHECKED BY:	JPF

SHEET NO.	D.11
TOTAL SHEETS	17

Drawing Name: G:\users\eng\projects\2020 STREET PATCHING PROJECT\08\_Design\Drawings\08\_SHEETS.dwg  
By: Brett Armstrong  
Date: August 12, 2020 - 2:37 PM





# Daily Invoices for Council Meeting 08/17/20

PREPARED 08/13/2020, 12:20:22  
 PROGRAM GM360L  
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 1  
 ACCOUNTING PERIOD 12/2020

Item 27.

GROUP	PO	ACCTG	----TRANSACTION----	DEBITS	CREDITS	CURRENT BALANCE
NBR	NBR	PER.	CD DATE NUMBER	DESCRIPTION	POST DT	----
FUND 101 GENERAL FUND						
101-1008-441.72-99				OPERATING SUPPLIES / POSTAGE		
2250		12/20 AP	08/03/20 0394776	CMRS-POC		08/06/20
			POC#8031880-REPL. POSTAGE	05/13/20-08/03/20		
			ACCOUNT TOTAL	158.45	.00	158.45
101-1028-441.71-01				OFFICE SUPPLIES / OFFICE SUPPLIES		
2250		12/20 AP	10/25/19 0394782	PETTY CASH		08/06/20
			RMB:DISH SOAP-BREAK ROOM	SUPPLIES		
			ACCOUNT TOTAL	5.29	.00	5.29
101-1028-441.72-99				OPERATING SUPPLIES / POSTAGE		
2250		12/20 AP	08/03/20 0394776	CMRS-POC		08/06/20
			POC#8031880-REPL. POSTAGE	05/13/20-08/03/20		
2250		12/20 AP	08/03/20 0394776	CMRS-POC		08/06/20
			POC#8031880-REPL. POSTAGE	05/13/20-08/03/20		
			ACCOUNT TOTAL	363.95	.00	363.95
101-1028-441.89-17				MISCELLANEOUS SERVICES / BANK SERVICE CHARGES		
82		01/21 AP	07/29/20 0005140	FARMERS STATE BANK		08/04/20
			VOYA OUTGOING WIRE	07/31/20 PAYROLL		
82		01/21 AP	07/21/20 0005139	FARMERS STATE BANK		08/04/20
			INCOMING WIRE FEE	BOND PAYMENT		
82		01/21 AP	07/15/20 0005138	FARMERS STATE BANK		08/04/20
			VOYA OUTGOING WIRE	07/17/20 PAYROLL		
82		01/21 AP	07/08/20 0005135	FARMERS STATE BANK		08/04/20
			INCOMING WIRE FEE	COLLINS COMMUNITY CU CD		
82		01/21 AP	07/08/20 0005136	FARMERS STATE BANK		08/04/20
			OUTGOING WIRE FEE	MIDWEST ONE CD		
82		01/21 AP	07/07/20 0005137	FARMERS STATE BANK		08/04/20
			INCOMING WIRE FEE	BOND DEPOSIT		
			ACCOUNT TOTAL	96.00	.00	96.00
101-1048-441.71-01				OFFICE SUPPLIES / OFFICE SUPPLIES		
2250		12/20 AP	08/03/20 0394776	CMRS-POC		08/06/20
			POC#8031880-REPL. POSTAGE	05/13/20-08/03/20		
			ACCOUNT TOTAL	26.75	.00	26.75
101-1060-423.64-02				INSURANCE / HEALTH INS. REIMBURSEMENT		
82		01/21 AP	07/29/20 0005128	ADVANTAGE ADMIN-SECT.105		08/04/20
			HEALTH INS. REIMBURSEMENT			

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT	
FUND 101 GENERAL FUND											
101-1060-423.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT							continued				
ACCOUNT TOTAL							100.00	.00	100.00		
101-1060-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES											
2219		12/20 AP		06/26/20	0394773	STOREY KENWORTHY		69.72		07/31/20	
SAFETY VESTS REFUND											
2219		12/20 AP		06/23/20	0394773	STOREY KENWORTHY	64.70			07/31/20	
DISINFECTING WIPES											
PROJECT#:		012020									
2219		12/20 AP		06/16/20	0394773	STOREY KENWORTHY	104.58			07/31/20	
SAFETY VESTS											
2241		12/20 AP		06/04/20	0394665	STOREY KENWORTHY		64.70		08/03/20	
ADD PROJECT CODE											
CLOROX DISINFECTING WIPES											
2241		12/20 AP		06/04/20	0394665	STOREY KENWORTHY	64.70			08/03/20	
CLOROX DISINFECTING WIPES											
PROJECT#:		012020									
2241		12/20 AP		05/19/20	0394559	STOREY KENWORTHY		69.72		08/03/20	
ADD PROJECT CODE											
SAFETY VESTS (X12)											
2241		12/20 AP		05/19/20	0394559	STOREY KENWORTHY	69.72			08/03/20	
SAFETY VESTS (X12)											
PROJECT#:		012020									
2241		12/20 AP		05/19/20	0394665	STOREY KENWORTHY		30.32		08/03/20	
ADD PROJECT CODE											
SAFETY VESTS											
2241		12/20 AP		05/19/20	0394665	STOREY KENWORTHY	30.32			08/03/20	
SAFETY VESTS											
PROJECT#:		012020									
79		02/21 AP		07/09/20	0394773	STOREY KENWORTHY	92.64			07/31/20	
3/4" REMOVABLE TAPE &											
DOOR STOPS											
79		02/21 AP		07/02/20	0394773	STOREY KENWORTHY	221.52			07/31/20	
DOOR STOPS											
79		02/21 AP		06/30/20	0394757	DEMCO, INC	128.20			07/31/20	
11 X 8-1/2" VERTICAL SIGN											
HOLDERS											
ACCOUNT TOTAL							776.38	234.46	541.92		
101-1060-423.72-99 OPERATING SUPPLIES / POSTAGE											
2250		12/20 AP		08/03/20	0394776	CMRS-POC	23.90			08/06/20	
POC#8031880-REPL.POSTAGE											
05/13/20-08/03/20											
2228		12/20 AP		06/26/20	0394769	QUADIENT FINANCE USA, INC.	6.28			07/31/20	
POSTAGE											
2219		12/20 AP		06/16/20	0394751	BRODART CO.	109.50			07/31/20	
LIBRARY MAIL LABELS											
187		02/21 AP		07/01/20	0394781	MOBIUS	6,951.03			08/06/20	
LIBRARY COURIER SERV.FY21											
113		02/21 AP		06/26/20	0394769	QUADIENT FINANCE USA, INC.	300.00			07/31/20	
POSTAGE											
ACCOUNT TOTAL							7,390.71	.00	7,390.71		

PREPARED 08/13/2020, 12:20:22  
 PROGRAM GM360L  
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 3  
 ACCOUNTING PERIOD 12/2020

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1060-423.81-91						PROFESSIONAL SERVICES / LICENSES & SERVICE CONTRT				
113		02/21	AP	07/13/20	0394761	GORDON FLESCH COMPANY INC	831.53			07/31/20
						COPIER CONTRACT 015-1483981-000				
						ACCOUNT TOTAL	831.53	.00	831.53	
101-1060-423.85-01 UTILITIES / UTILITIES										
2219		12/20	AP	07/05/20	0394753	CEDAR FALLS UTILITIES	5,321.58			07/31/20
						LIBRARY UTILITIES				
						ACCOUNT TOTAL	5,321.58	.00	5,321.58	
101-1060-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
2219		12/20	AP	06/30/20	0394773	STOREY KENWORTHY	13.76			07/31/20
						LYSOL SPRAY				
						PROJECT#: 012020				
113		02/21	AP	07/20/20	0394755	CINTAS FIRST AID & SAFETY	44.41			07/31/20
						FIRST AID SUPPLIES				
113		02/21	AP	07/15/20	0394770	QUADIENT, INC.	149.85			07/31/20
						NEOPOST METER RENTAL 08/14/20-11/13/20				
79		02/21	AP	07/13/20	0394756	CITY LAUNDERING CO.	28.00			07/31/20
						LIBRARY MAT SERVICE				
79		02/21	AP	07/07/20	0394772	SHRED-IT USA	45.00			07/31/20
						DOCUMENT DESTRUCTION				
79		02/21	AP	07/02/20	0394773	STOREY KENWORTHY	28.52			07/31/20
						LYSOL SPRAY & WIPES				
						PROJECT#: 012020				
197		01/21	AP	07/02/20	0394773	STOREY KENWORTHY		28.52		08/07/20
						ACCOUNT CORRECTION LYSOL SPRAY & WIPES				
						PROJECT#: 012020				
						ACCOUNT TOTAL	309.54	28.52	281.02	
101-1060-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM										
2219		12/20	AP	06/19/20	0394749	BAKER & TAYLOR BOOKS	73.08			07/31/20
						FOTL:ADULT-ADULT BOOKS				
113		02/21	AP	07/24/20	0394774	STRUTZ ENTERTAINMENT	395.00			07/31/20
						FOTL:ADULT-BEYOND PARANORMAL PRESENTATION				
113		02/21	AP	07/17/20	0394749	BAKER & TAYLOR BOOKS	32.28			07/31/20
						FOTL:ADULT-ADULT BOOKS				
113		02/21	AP	07/17/20	0394762	GROUT MUSEUM DISTRICT	600.00			07/31/20
						FOTL:YOUTH-GROUT MUSEUM ADVENTURE PASSES (X3)				
79		02/21	AP	07/09/20	0394749	BAKER & TAYLOR BOOKS	83.25			07/31/20
						FOTL:ADULT-ADULT BOOKS				
79		02/21	AP	07/07/20	0394749	BAKER & TAYLOR BOOKS	33.99			07/31/20
						FOTL:ADULT-ADULT BOOKS				
						ACCOUNT TOTAL	1,217.60	.00	1,217.60	

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				
2219		12/20	AP	06/16/20	0394757	DEMCO, INC	59.90			07/31/20
						READING LEVEL LABELS				
2219		12/20	AP	05/14/20	0394757	DEMCO, INC	92.87			07/31/20
						1/4" GLASS REINFORCED FILAMENT TAPE				
113		02/21	AP	07/20/20	0394773	STOREY KENWORTHY	18.04			07/31/20
						AAA BATTERIES				
79		02/21	AP	07/02/20	0394757	DEMCO, INC	92.90			07/31/20
						READING LEVEL LABELS				
79		02/21	AP	06/30/20	0394757	DEMCO, INC	879.28			07/31/20
						6-SLOPING SHELF BOOKTRUCK BEIGE				
79		02/21	AP	06/29/20	0394751	BRODART CO.	1,029.52			07/31/20
						8-1/2 X 5-1/4" & 9-1/2 X 6" KAPCO EASY COVERS				
						ACCOUNT TOTAL	2,172.51	.00		2,172.51
101-1061-423.81-91 PROFESSIONAL SERVICES / LICENSES & SERVICE CONTRT										
79		02/21	AP	07/01/20	0394766	OCLC, INC.	518.75			07/31/20
						1 YR. SUB. WORLDSHARE ILL 07/01/2020-06/30/2021				
79		02/21	AP	07/01/20	0394766	OCLC, INC.	729.27			07/31/20
						OCLC MONTHLY SUB.				
						ACCOUNT TOTAL	1,248.02	.00		1,248.02
101-1061-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS										
2219		12/20	AP	06/26/20	0394749	BAKER & TAYLOR BOOKS	383.91			07/31/20
						ADULT BOOKS				
2219		12/20	AP	06/25/20	0394749	BAKER & TAYLOR BOOKS	394.27			07/31/20
						ADULT BOOKS				
2219		12/20	AP	06/23/20	0394749	BAKER & TAYLOR BOOKS	195.96			07/31/20
						ADULT BOOKS				
2219		12/20	AP	06/19/20	0394749	BAKER & TAYLOR BOOKS	285.87			07/31/20
						ADULT BOOKS				
2219		12/20	AP	06/16/20	0394749	BAKER & TAYLOR BOOKS	15.12			07/31/20
						ADULT BOOKS				
113		02/21	AP	07/23/20	0394749	BAKER & TAYLOR BOOKS	234.16			07/31/20
						ADULT BOOKS				
113		02/21	AP	07/22/20	0394749	BAKER & TAYLOR BOOKS	360.03			07/31/20
						ADULT BOOKS				
113		02/21	AP	07/17/20	0394749	BAKER & TAYLOR BOOKS	285.79			07/31/20
						ADULT BOOKS				
113		02/21	AP	07/15/20	0394749	BAKER & TAYLOR BOOKS	378.80			07/31/20
						ADULT BOOKS				
79		02/21	AP	07/13/20	0394749	BAKER & TAYLOR BOOKS	328.89			07/31/20
						ADULT BOOKS				
79		02/21	AP	07/10/20	0394749	BAKER & TAYLOR BOOKS	59.66			07/31/20
						ADULT BOOKS				
79		02/21	AP	07/09/20	0394749	BAKER & TAYLOR BOOKS	369.54			07/31/20

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1061-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS						continued				
79				02/21	AP 07/07/20 0394749	ADULT BOOKS BAKER & TAYLOR BOOKS	378.57		07/31/20	
79				02/21	AP 07/07/20 0394749	ADULT BOOKS BAKER & TAYLOR BOOKS	153.84		07/31/20	
79				02/21	AP 07/06/20 0394749	ADULT BOOKS BAKER & TAYLOR BOOKS	154.94		07/31/20	
79				02/21	AP 07/02/20 0394749	ADULT BOOKS BAKER & TAYLOR BOOKS	311.44		07/31/20	
79				02/21	AP 06/30/20 0394749	ADULT BOOKS BAKER & TAYLOR BOOKS	387.08		07/31/20	
ACCOUNT TOTAL							4,677.87	.00	4,677.87	
101-1061-423.89-21 MISCELLANEOUS SERVICES / YOUNG ADULT BOOKS										
2219				12/20	AP 06/26/20 0394749	YOUNG ADULT BOOKS BAKER & TAYLOR BOOKS	10.79		07/31/20	
2219				12/20	AP 06/25/20 0394749	YOUNG ADULT BOOKS BAKER & TAYLOR BOOKS	10.07		07/31/20	
2219				12/20	AP 06/19/20 0394749	YOUNG ADULT BOOKS BAKER & TAYLOR BOOKS	59.44		07/31/20	
113				02/21	AP 07/23/20 0394749	YOUNG ADULT BOOKS BAKER & TAYLOR BOOKS	364.65		07/31/20	
113				02/21	AP 07/22/20 0394749	YOUNG ADULT BOOKS BAKER & TAYLOR BOOKS	184.90		07/31/20	
113				02/21	AP 07/17/20 0394749	YOUNG ADULT BOOKS BAKER & TAYLOR BOOKS	58.58		07/31/20	
113				02/21	AP 07/15/20 0394749	YOUNG ADULT BOOKS BAKER & TAYLOR BOOKS	37.32		07/31/20	
79				02/21	AP 07/13/20 0394749	YOUNG ADULT BOOKS BAKER & TAYLOR BOOKS	10.07		07/31/20	
79				02/21	AP 07/10/20 0394749	YOUNG ADULT BOOKS BAKER & TAYLOR BOOKS	45.76		07/31/20	
79				02/21	AP 07/09/20 0394749	YOUNG ADULT BOOKS BAKER & TAYLOR BOOKS	432.75		07/31/20	
79				02/21	AP 07/07/20 0394749	YOUNG ADULT BOOKS BAKER & TAYLOR BOOKS	10.07		07/31/20	
79				02/21	AP 07/02/20 0394749	YOUNG ADULT BOOKS BAKER & TAYLOR BOOKS	23.46		07/31/20	
79				02/21	AP 06/30/20 0394749	YOUNG ADULT BOOKS BAKER & TAYLOR BOOKS	11.99		07/31/20	
ACCOUNT TOTAL							1,259.85	.00	1,259.85	
101-1061-423.89-22 MISCELLANEOUS SERVICES / YOUTH BOOKS										
2219				12/20	AP 06/26/20 0394749	YOUTH BOOKS BAKER & TAYLOR BOOKS	10.07		07/31/20	

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						continued				
2219		12/20 AP		06/25/20	0394749	BAKER & TAYLOR BOOKS	84.55			07/31/20
		YOUTH BOOKS								
2219		12/20 AP		06/23/20	0394749	BAKER & TAYLOR BOOKS	12.79			07/31/20
		YOUTH BOOKS								
2219		12/20 AP		06/19/20	0394749	BAKER & TAYLOR BOOKS	25.26			07/31/20
		YOUTH BOOKS								
2219		12/20 AP		06/16/20	0394749	BAKER & TAYLOR BOOKS	15.97			07/31/20
		YOUTH BOOKS								
113		02/21 AP		07/23/20	0394749	BAKER & TAYLOR BOOKS	75.91			07/31/20
		YOUTH BOOKS								
113		02/21 AP		07/22/20	0394749	BAKER & TAYLOR BOOKS	29.09			07/31/20
		YOUTH BOOKS								
113		02/21 AP		07/17/20	0394749	BAKER & TAYLOR BOOKS	111.50			07/31/20
		YOUTH BOOKS								
113		02/21 AP		07/15/20	0394749	BAKER & TAYLOR BOOKS	84.92			07/31/20
		YOUTH BOOKS								
79		02/21 AP		07/13/20	0394749	BAKER & TAYLOR BOOKS	45.14			07/31/20
		YOUTH BOOKS								
79		02/21 AP		07/10/20	0394749	BAKER & TAYLOR BOOKS	140.11			07/31/20
		YOUTH BOOKS								
79		02/21 AP		07/09/20	0394749	BAKER & TAYLOR BOOKS	115.73			07/31/20
		YOUTH BOOKS								
79		02/21 AP		07/07/20	0394749	BAKER & TAYLOR BOOKS	23.75			07/31/20
		YOUTH BOOKS								
79		02/21 AP		07/07/20	0394749	BAKER & TAYLOR BOOKS	818.08			07/31/20
		YOUTH BOOKS								
79		02/21 AP		07/07/20	0394749	BAKER & TAYLOR BOOKS	87.25			07/31/20
		YOUTH BOOKS								
79		02/21 AP		07/07/20	0394763	KNOWBUDDY RESOURCES	587.30			07/31/20
		YOUTH BOOKS								
79		02/21 AP		07/02/20	0394749	BAKER & TAYLOR BOOKS	41.12			07/31/20
		YOUTH BOOKS								
79		02/21 AP		06/30/20	0394749	BAKER & TAYLOR BOOKS	74.88			07/31/20
		YOUTH BOOKS								
ACCOUNT TOTAL							2,383.42	4.00	2,383.42	
101-1061-423.89-23 MISCELLANEOUS SERVICES / LARGE PRINT BOOKS										
2219		12/20 AP		06/26/20	0394749	BAKER & TAYLOR BOOKS	82.79			07/31/20
		LARGE PRINT BOOKS								
2219		12/20 AP		06/25/20	0394749	BAKER & TAYLOR BOOKS	54.60			07/31/20
		LARGE PRINT BOOKS								
2219		12/20 AP		06/23/20	0394749	BAKER & TAYLOR BOOKS	32.99			07/31/20
		LARGE PRINT BOOKS								
79		02/21 AP		07/13/20	0394749	BAKER & TAYLOR BOOKS	18.00			07/31/20
		LARGE PRINT BOOKS								
79		02/21 AP		07/09/20	0394749	BAKER & TAYLOR BOOKS	17.99			07/31/20
		LARGE PRINT BOOKS								

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FUND 101 GENERAL FUND										
101-1061-423.89-23						MISCELLANEOUS SERVICES / LARGE PRINT BOOKS				continued
79		02/21	AP	07/07/20	0394749	BAKER & TAYLOR BOOKS	62.98			07/31/20
						LARGE PRINT BOOKS				
113		02/21	AP	04/01/20	0394754	CENTER POINT LARGE PRINT	46.74			07/31/20
						LARGE PRINT BOOKS				
ACCOUNT TOTAL							316.09	.00	316.09	
101-1061-423.89-24 MISCELLANEOUS SERVICES / ADULT AUDIO										
2219		12/20	AP	06/26/20	0394749	BAKER & TAYLOR BOOKS	22.00			07/31/20
						ADULT CD BOOKS				
113		02/21	AP	07/22/20	0394749	BAKER & TAYLOR BOOKS	60.48			07/31/20
						ADULT CD BOOKS				
113		02/21	AP	07/15/20	0394750	BAKER & TAYLOR ENTERTAINMENT	8.81			07/31/20
						ADULT CD MUSIC				
79		02/21	AP	06/30/20	0394749	BAKER & TAYLOR BOOKS	22.00			07/31/20
						ADULT CD BOOKS				
ACCOUNT TOTAL							113.29	.00	113.29	
101-1061-423.89-25 MISCELLANEOUS SERVICES / ADULT VIDEO										
2219		12/20	AP	06/30/20	0394750	BAKER & TAYLOR ENTERTAINMENT	14.49			07/31/20
						ADULT VIDEOS				
2219		12/20	AP	06/30/20	0394750	BAKER & TAYLOR ENTERTAINMENT	4.53			07/31/20
						ADULT VIDEOS				
2219		12/20	AP	06/26/20	0394750	BAKER & TAYLOR ENTERTAINMENT	48.52			07/31/20
						ADULT VIDEOS				
2219		12/20	AP	06/25/20	0394750	BAKER & TAYLOR ENTERTAINMENT	4.53			07/31/20
						ADULT VIDEOS				
2219		12/20	AP	06/23/20	0394750	BAKER & TAYLOR ENTERTAINMENT	112.41			07/31/20
						ADULT VIDEOS				
113		02/21	AP	07/21/20	0394750	BAKER & TAYLOR ENTERTAINMENT	63.73			07/31/20
						ADULT VIDEOS				
113		02/21	AP	07/21/20	0394750	BAKER & TAYLOR ENTERTAINMENT	4.53			07/31/20
						ADULT VIDEOS				
113		02/21	AP	07/20/20	0394750	BAKER & TAYLOR ENTERTAINMENT	18.11			07/31/20
						ADULT VIDEOS				
113		02/21	AP	07/20/20	0394750	BAKER & TAYLOR ENTERTAINMENT	270.14			07/31/20
						ADULT VIDEOS				
113		02/21	AP	07/17/20	0394750	BAKER & TAYLOR ENTERTAINMENT	86.20			07/31/20
						ADULT VIDEOS				
79		02/21	AP	07/09/20	0394750	BAKER & TAYLOR ENTERTAINMENT	47.79			07/31/20
						ADULT VIDEOS				
79		02/21	AP	07/06/20	0394750	BAKER & TAYLOR ENTERTAINMENT	4.53			07/31/20
						ADULT VIDEOS				
79		02/21	AP	07/06/20	0394750	BAKER & TAYLOR ENTERTAINMENT	220.16			07/31/20
						ADULT VIDEOS				
79		02/21	AP	06/30/20	0394750	BAKER & TAYLOR ENTERTAINMENT	78.17			07/31/20

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FUND 101 GENERAL FUND  
 101-1061-423.89-25 MISCELLANEOUS SERVICES / ADULT VIDEO ADULT VIDEOS continued

ACCOUNT TOTAL 977.84 .00 977.84

101-1061-423.89-26 MISCELLANEOUS SERVICES / NON-PRINT RESOURCES

2219				12/20	AP 06/26/20 0394771	RECORDED BOOKS, LLC.	86.98		07/31/20
						YOUNG ADULT VIDEO GAMES			
2219				12/20	AP 06/24/20 0394771	RECORDED BOOKS, LLC.	46.99		07/31/20
						YOUNG ADULT VIDEO GAMES			
2219				12/20	AP 06/24/20 0394771	RECORDED BOOKS, LLC.	46.99		07/31/20
						ADULT VIDEO GAMES			
2219				12/20	AP 06/19/20 0394771	RECORDED BOOKS, LLC.	180.95		07/31/20
						YOUNG ADULT VIDEO GAMES			
2260				12/20	AP 05/15/20 0394795	DEARREADER.COM	485.00		08/12/20
						ONLINE BOOK CLUBS			
						1 YR. SUBSCRIPTION 6/1/20			
113				02/21	AP 07/22/20 0394771	RECORDED BOOKS, LLC.	56.99		07/31/20
						YOUNG ADULT VIDEO GAMES			
113				02/21	AP 07/16/20 0394771	RECORDED BOOKS, LLC.	66.99		07/31/20
						YOUNG ADULT VIDEO GAMES			
113				02/21	AP 07/15/20 0394771	RECORDED BOOKS, LLC.	86.98		07/31/20
						YOUNG ADULT VIDEO GAMES			
113				02/21	AP 07/14/20 0394771	RECORDED BOOKS, LLC.	66.99		07/31/20
						ADULT VIDEO GAMES			
113				02/21	AP 07/10/20 0394771	RECORDED BOOKS, LLC.	66.98		07/31/20
						YOUNG ADULT VIDEO GAMES			
79				02/21	AP 07/08/20 0394771	RECORDED BOOKS, LLC.	56.99		07/31/20
						YOUNG ADULT VIDEO GAMES			
79				02/21	AP 07/08/20 0394771	RECORDED BOOKS, LLC.	104.98		07/31/20
						ADULT VIDEO GAMES			
79				02/21	AP 07/08/20 0394771	RECORDED BOOKS, LLC.	41.99		07/31/20
						YOUNG ADULT VIDEO GAMES			
79				02/21	AP 07/01/20 0394768	PROQUEST, LLC	1,109.72		07/31/20
						AF AM HERITAGE DATABASE			
						07/01/2020-06/30/2021			
79				02/21	AP 07/01/20 0394768	PROQUEST, LLC	2,388.17		07/31/20
						ANCESTRY HERITAGE QUEST			
						07/01/2020-06/30/2021			
79				02/21	AP 06/29/20 0394771	RECORDED BOOKS, LLC.	46.99		07/31/20
						YOUNG ADULT VIDEO GAMES			
79				02/21	AP 06/12/20 0394758	EBSCO INFORMATION SERVICES	1,957.00		07/31/20
						NOVELIST PLUS (FY21)			

ACCOUNT TOTAL 6,897.68 .00 6,897.68

101-1061-423.89-35 MISCELLANEOUS SERVICES / YOUTH AUDIO

113				02/21	AP 07/20/20 0394750	BAKER & TAYLOR ENTERTAINMENT	78.55		07/31/20
						YOUTH CD MUSIC			
113				02/21	AP 07/10/20 0394760	FINDAWAY WORLD LLC	56.93		07/31/20
						YOUTH PLAYAWAYS			



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FUND 101 GENERAL FUND											
101-1061-423.89-35 MISCELLANEOUS SERVICES / YOUTH AUDIO							continued				
ACCOUNT TOTAL							135.48	.00	135.48		
101-1061-423.89-36 MISCELLANEOUS SERVICES / YOUTH VIDEO											
2219		12/20 AP		06/26/20	0394765	MIDWEST TAPE, LLC	107.95			07/31/20	
YOUTH VIDEOS											
2219		12/20 AP		06/24/20	0394750	BAKER & TAYLOR ENTERTAINMENT	4.33			07/31/20	
YOUTH VIDEOS											
2219		12/20 AP		06/15/20	0394765	MIDWEST TAPE, LLC	7.49			07/31/20	
YOUTH VIDEOS											
79		02/21 AP		07/10/20	0394765	MIDWEST TAPE, LLC	86.18			07/31/20	
YOUTH VIDEOS											
113		02/21 AP		07/07/20	0394765	MIDWEST TAPE, LLC	65.22			07/31/20	
YOUTH VIDEOS											
ACCOUNT TOTAL							271.17	.00	271.17		
101-1061-423.89-37 MISCELLANEOUS SERVICES / YOUNG ADULT AUDIO											
2219		12/20 AP		06/26/20	0394749	BAKER & TAYLOR BOOKS	49.48			07/31/20	
YOUNG ADULT CD BOOKS											
2219		12/20 AP		06/25/20	0394749	BAKER & TAYLOR BOOKS	22.39			07/31/20	
YOUNG ADULT CD BOOKS											
2219		12/20 AP		06/23/20	0394749	BAKER & TAYLOR BOOKS	60.47			07/31/20	
YOUNG ADULT CD BOOKS											
113		02/21 AP		07/17/20	0394749	BAKER & TAYLOR BOOKS	24.74			07/31/20	
YOUNG ADULT CD BOOKS											
79		02/21 AP		07/09/20	0394749	BAKER & TAYLOR BOOKS	60.48			07/31/20	
YOUNG ADULT CD BOOKS											
79		02/21 AP		07/07/20	0394749	BAKER & TAYLOR BOOKS	22.39			07/31/20	
YOUNG ADULT CD BOOKS											
ACCOUNT TOTAL							239.95	.00	239.95		
101-1061-423.89-38 MISCELLANEOUS SERVICES / YOUNG ADULT VIDEO											
113		02/21 AP		07/15/20	0394750	BAKER & TAYLOR ENTERTAINMENT	50.74			07/31/20	
YOUNG ADULT VIDEOS											
ACCOUNT TOTAL							50.74	.00	50.74		
101-1061-423.89-42 MISCELLANEOUS SERVICES / ADULT E-MATERIALS											
2219		12/20 AP		06/30/20	0394767	OVERDRIVE, INC.	60.00			07/31/20	
ADULT E-BOOKS											
2219		12/20 AP		06/30/20	0394767	OVERDRIVE, INC.	49.99			07/31/20	
ADULT E-BOOKS											
2219		12/20 AP		06/30/20	0394767	OVERDRIVE, INC.	104.99			07/31/20	

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FUND 101 GENERAL FUND										
101-1061-423.89-42 MISCELLANEOUS SERVICES / ADULT E-MATERIALS						continued				
2219				12/20	AP 06/25/20 0394767	ADULT E-BOOKS OVERDRIVE, INC.	364.23		07/31/20	
2219				12/20	AP 06/23/20 0394767	ADULT E-BOOKS OVERDRIVE, INC.	19.99		07/31/20	
2219				12/20	AP 06/23/20 0394767	ADULT E-BOOKS OVERDRIVE, INC.	27.50		07/31/20	
2219				12/20	AP 06/23/20 0394767	ADULT E-BOOKS OVERDRIVE, INC.	78.94		07/31/20	
113				02/21	AP 07/21/20 0394767	ADULT E-BOOKS OVERDRIVE, INC.	59.99		07/31/20	
113				02/21	AP 07/21/20 0394767	ADULT E-BOOKS OVERDRIVE, INC.	27.50		07/31/20	
113				02/21	AP 07/21/20 0394767	ADULT E-BOOKS OVERDRIVE, INC.	27.50		07/31/20	
113				02/21	AP 07/21/20 0394767	ADULT E-BOOKS OVERDRIVE, INC.	93.45		07/31/20	
79				02/21	AP 07/15/20 0394767	ADULT E-BOOKS OVERDRIVE, INC.	108.24		07/31/20	
79				02/21	AP 07/14/20 0394767	ADULT E-BOOKS OVERDRIVE, INC.	59.99		07/31/20	
79				02/21	AP 07/14/20 0394767	ADULT E-BOOKS OVERDRIVE, INC.	27.50		07/31/20	
79				02/21	AP 07/09/20 0394764	ADULT E-BOOKS LIBRARY IDEAS, LLC	8,569.00		07/31/20	
79				02/21	AP 07/09/20 0394767	ADULT E-BOOKS FREEGAL MUSIC & STREAMING SUB 7/9/20-7/8/21	192.47		07/31/20	
79				02/21	AP 07/07/20 0394767	ADULT E-BOOKS OVERDRIVE, INC.	27.99		07/31/20	
79				02/21	AP 07/07/20 0394767	ADULT E-BOOKS OVERDRIVE, INC.	27.50		07/31/20	
79				02/21	AP 07/02/20 0394767	ADULT E-BOOKS OVERDRIVE, INC.	208.45		07/31/20	
ACCOUNT TOTAL							10,135.22	.00	10,135.22	
101-1061-423.89-46 MISCELLANEOUS SERVICES / YOUTH E-MATERIALS										
2219				12/20	AP 06/23/20 0394767	ADULT E-BOOKS OVERDRIVE, INC.	61.49		07/31/20	
79				02/21	AP 08/01/20 0394775	ADULT E-BOOKS TUMBLEWEED PRESS INC	799.00		07/31/20	
79				02/21	AP 07/14/20 0394767	ADULT E-BOOKS SUBSCRIPTION TO TUMBLEPRM 08/10/2020-08/10/2021	67.50		07/31/20	
79				02/21	AP 07/07/20 0394767	ADULT E-BOOKS OVERDRIVE, INC.	17.50		07/31/20	
79				02/21	AP 07/02/20 0394767	ADULT E-BOOKS OVERDRIVE, INC.	701.00		07/31/20	
ACCOUNT TOTAL							1,646.49	.00	1,646.49	

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FUND 101 GENERAL FUND										
101-1061-423.93-01						EQUIPMENT / EQUIPMENT				
2219		12/20 AP		06/29/20	0394759	EO JOHNSON	9,000.00			07/31/20
2219		12/20 AP		06/24/20	0394752	FORTINET FIREWALL				
2219		12/20 AP		06/24/20	0394752	CDW GOVERNMENT, INC.	2,555.62			07/31/20
2219		12/20 AP		06/12/20	0394752	MONITORS, CASES, COMPUTER				
2219		12/20 AP		06/12/20	0394752	CDW GOVERNMENT, INC.	267.36			07/31/20
2241		12/20 AP		05/13/20	0394641	CHROMBOXES, KEYBOARDS, MICE, ADAPTERS				
2241		12/20 AP		05/13/20	0394641	CDW GOVERNMENT, INC.		428.65		08/03/20
						REMOVE PROJECT CODE				
						AVERMEDIA LIVE STREAMER				
PROJECT#:					012020					
2241		12/20 AP		05/13/20	0394641	CDW GOVERNMENT, INC.	428.65			08/03/20
						AVERMEDIA LIVE STREAMER				
						CAM 313				
79		02/21 AP		06/25/20	0394752	CDW GOVERNMENT, INC.	46.80			07/31/20
						3 FOOT HDMI CABLES				
						ACCOUNT TOTAL	12,298.43	428.65		11,869.78
101-1118-441.72-99 OPERATING SUPPLIES / POSTAGE										
2250		12/20 AP		08/03/20	0394776	CMRS-POC	2.65			08/06/20
						POC#8031880-REPL.POSTAGE				
						05/13/20-08/03/20				
2250		12/20 AP		08/03/20	0394776	CMRS-POC	.50			08/06/20
						POC#8031880-REPL.POSTAGE				
						05/13/20-08/03/20				
						ACCOUNT TOTAL	3.15	.00		3.15
101-1158-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
2250		12/20 AP		08/03/20	0394776	CMRS-POC	17.05			08/06/20
						POC#8031880-REPL.POSTAGE				
						05/13/20-08/03/20				
						ACCOUNT TOTAL	17.05	.00		17.05
101-1199-421.31-20 HUMAN DEVELOPMENT GRANTS / GRANTS - LIBRARY										
2219		12/20 AP		06/24/20	0394752	CDW GOVERNMENT, INC.	501.28			07/31/20
						NETGEAR 5 POINT SWITCH,				
						VISUAL PRESENTER				
						ACCOUNT TOTAL	501.28	.00		501.28
101-1199-441.81-03 PROFESSIONAL SERVICES / RECORDING FEES										
220		02/21 AP		08/10/20	0394792	BLACK HAWK CO.RECORDER	72.00			08/12/20
						RCD:STRM.WTR.MAINT.& RPR.				
						AGRMT.-IMMANUEL EVAN.LUTH				
						ACCOUNT TOTAL	72.00	.00		72.00
101-1199-441.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
220		02/21 AP		08/11/20	0394798	IOWA LEAGUE-CITIES	40.00			08/12/20

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FUND 101 GENERAL FUND									
101-1199-441.83-06						TRANSPORTATION&EDUCATION / EDUCATION 2020 MUNI.LEADER'S HNDBK. KELLY DUNN			continued
						ACCOUNT TOTAL	40.00	.00	40.00
101-1199-441.89-13						MISCELLANEOUS SERVICES / CONTINGENCY 146 01/21 AP 07/10/20 0394738 CEDAR FALLS UTILITIES UTLITIES THRU 07/10/20	175.15		07/31/20
						ACCOUNT TOTAL	175.15	.00	175.15
101-2205-432.72-99						OPERATING SUPPLIES / POSTAGE 2250 12/20 AP 08/03/20 0394776 CMRS-POC POC#8031880-REPL.POSTAGE 05/13/20-08/03/20	6.65		08/06/20
						ACCOUNT TOTAL	6.65	.00	6.65
101-2235-412.64-02						INSURANCE / HEALTH INS. REIMBURSEMENT 82 01/21 AP 07/15/20 0005129 ADVANTAGE ADMIN-SECT.105 HEALTH INS. REIMBURSEMENT	500.00		08/04/20
						ACCOUNT TOTAL	500.00	.00	500.00
101-2235-412.71-07						OFFICE SUPPLIES / CODE ENFORCEMENT SUPPLIES 2250 12/20 AP 08/03/20 0394776 CMRS-POC POC#8031880-REPL.POSTAGE 05/13/20-08/03/20	120.80		08/06/20
						ACCOUNT TOTAL	120.80	.00	120.80
101-2235-412.72-99						OPERATING SUPPLIES / POSTAGE 2250 12/20 AP 08/03/20 0394776 CMRS-POC POC#8031880-REPL.POSTAGE 05/13/20-08/03/20	269.60		08/06/20
						ACCOUNT TOTAL	269.60	.00	269.60
101-2245-442.72-99						OPERATING SUPPLIES / POSTAGE 2250 12/20 AP 08/03/20 0394776 CMRS-POC POC#8031880-REPL.POSTAGE 05/13/20-08/03/20	168.00		08/06/20
						ACCOUNT TOTAL	168.00	.00	168.00
101-2245-442.89-79						MISCELLANEOUS SERVICES / SINGLE FAM CONV INCENTIVE 220 02/21 AP 08/11/20 0394801 MICHAEL AND ASHLEY CONRAD	5,000.00		08/12/20

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FUND 101 GENERAL FUND									
101-2245-442.89-79						MISCELLANEOUS SERVICES / SINGLE FAM CONV INCENTIVE			continued
						2/2 DNPMT.RENT.CONV.INCNT 821 OLIVE STREET			
220				02/21 AP 08/11/20	0394799	KEVIN SCHATZBERG	5,000.00		08/12/20
						2/2 DNPMT.RENT.CONV.INCNT 921 W. 11TH STREET			
						ACCOUNT TOTAL	10,000.00	.00	10,000.00
101-2253-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
2250				12/20 AP 08/03/20	0394776	CMRS-POC	116.10		08/06/20
						POC#8031880-REPL.POSTAGE 05/13/20-08/03/20			
						ACCOUNT TOTAL	116.10	.00	116.10
101-2253-423.85-01 UTILITIES / UTILITIES									
146				01/21 AP 07/10/20	0394738	CEDAR FALLS UTILITIES	470.83		07/31/20
						UTILITIES THRU 07/10/20			
						ACCOUNT TOTAL	470.83	.00	470.83
101-2253-423.89-14 MISCELLANEOUS SERVICES / REFUNDS									
2254				12/20 AP 08/07/20	0394787	KIM LYON	140.00		08/10/20
						REF.-PTL.CORP.MEMBERSHIP			
2254				12/20 AP 08/06/20	0394785	CLAYTON GUZZLE	165.00		08/10/20
						REFUND-REC. MEMBERSHIP			
2250				12/20 AP 08/03/20	0394784	STEVEN SMITH	110.00		08/06/20
						REFUND-SHELTER RENTAL			
2250				12/20 AP 08/03/20	0394778	HEATHER RICHARD	1,920.00		08/06/20
						REFUND-CAMP CF CITY BUILDINGS CLOSED			
146				01/21 AP 07/30/20	0394740	ERIC SPAIN	55.00		07/31/20
						REFUND-PARTIAL POOL PASS			
146				01/21 AP 07/26/20	0394742	WILLIAM BIRD	200.00		07/31/20
						REFUND-SOFTBALL LEAGUE			
						ACCOUNT TOTAL	2,590.00	.00	2,590.00
101-2280-423.72-99 OPERATING SUPPLIES / POSTAGE									
2250				12/20 AP 08/03/20	0394776	CMRS-POC	138.85		08/06/20
						POC#8031880-REPL.POSTAGE 05/13/20-08/03/20			
						ACCOUNT TOTAL	138.85	.00	138.85
101-2280-423.89-14 MISCELLANEOUS SERVICES / REFUNDS									
2254				12/20 AP 08/06/20	0394786	FRIENDS OF THE HEARST	34.00		08/10/20
						REFUND-CLASSES CANCELLED DONATED-FRIENDS OF HEARST			
						ACCOUNT TOTAL	34.00	.00	34.00

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FUND 101 GENERAL FUND										
101-4511-414.64-02						INSURANCE / HEALTH INS. REIMBURSEMENT				
82		01/21	AP	07/29/20	0005128	ADVANTAGE ADMIN-SECT.105	103.73			08/04/20
82		01/21	AP	07/29/20	0005128	ADVANTAGE ADMIN-SECT.105	31.40			08/04/20
						ACCOUNT TOTAL	135.13	.00		135.13
101-4511-414.72-99						OPERATING SUPPLIES / POSTAGE				
2250		12/20	AP	08/03/20	0394776	CMRS-POC	160.30			08/06/20
						POC#8031880-REPL.POSTAGE				05/13/20-08/03/20
						ACCOUNT TOTAL	160.30	.00		160.30
101-4511-414.83-05						TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)				
205		02/21	AP	08/01/20	0394789	SHAFFER, SAM	56.18			08/10/20
220		02/21	AP	08/01/20	0394800	LADAGE, ZACH	92.28			08/12/20
187		02/21	AP	07/27/20	0394783	ROSS, MAXTON	39.31			08/06/20
						RMB:MEALS-COMPOST FIRE				
						RMB:MEALS-FF1 CERT. CLASS				CEDAR RAPIDS
						ACCOUNT TOTAL	187.77	.00		187.77
101-4511-414.85-01						UTILITIES / UTILITIES				
146		01/21	AP	07/10/20	0394738	CEDAR FALLS UTILITIES	361.74			07/31/20
						UTILITIES THRU 07/10/20				
						ACCOUNT TOTAL	361.74	.00		361.74
101-5521-415.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES				
146		01/21	AP	07/10/20	0394738	CEDAR FALLS UTILITIES	32.71			07/31/20
						UTILITIES THRU 07/10/20				
						ACCOUNT TOTAL	32.71	.00		32.71
101-5521-415.72-99						OPERATING SUPPLIES / POSTAGE				
2250		12/20	AP	08/03/20	0394776	CMRS-POC	271.75			08/06/20
						POC#8031880-REPL.POSTAGE				05/13/20-08/03/20
						ACCOUNT TOTAL	271.75	.00		271.75
101-5521-415.83-05						TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)				
187		02/21	AP	08/03/20	0394780	MERCADO, JAVIER	24.43			08/06/20

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FUND 101 GENERAL FUND									
101-5521-415.83-05						TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)			
						RYAN/KRAMER/MERCADO			
187		02/21 AP		07/31/20	0394777	GERZEMA, JONATHAN	164.77		08/06/20
						JOHNSTON			
220		02/21 AP		07/24/20	0394791	BARRON, CARSON	146.29		08/12/20
						JOHNSTON			
						ACCOUNT TOTAL	335.49	.00	335.49
101-5521-415.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE									
146		01/21 AP		07/24/20	0394739	DEVIC, DUSANKA	23.54		07/31/20
						SCHUELS			
						ACCOUNT TOTAL	23.54	.00	23.54
101-6613-433.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
2250		12/20 AP		08/03/20	0394776	CMRS-POC	6.50		08/06/20
						POC#8031880-REPL.POSTAGE 05/13/20-08/03/20			
						ACCOUNT TOTAL	6.50	.00	6.50
101-6613-433.85-01 UTILITIES / UTILITIES									
146		01/21 AP		07/10/20	0394738	CEDAR FALLS UTILITIES	235.29		07/31/20
						UTILITIES THRU 07/10/20			
						ACCOUNT TOTAL	235.29	.00	235.29
101-6616-446.85-01 UTILITIES / UTILITIES									
146		01/21 AP		07/10/20	0394738	CEDAR FALLS UTILITIES	3,131.30		07/31/20
						UTILITIES THRU 07/10/20			
						ACCOUNT TOTAL	3,131.30	.00	3,131.30
101-6623-423.85-01 UTILITIES / UTILITIES									
146		01/21 AP		07/10/20	0394738	CEDAR FALLS UTILITIES	308.50		07/31/20
						UTILITIES THRU 07/10/20			
						ACCOUNT TOTAL	308.50	.00	308.50
101-6625-432.72-99 OPERATING SUPPLIES / POSTAGE									
2250		12/20 AP		08/03/20	0394776	CMRS-POC	434.60		08/06/20
						POC#8031880-REPL.POSTAGE 05/13/20-08/03/20			
						ACCOUNT TOTAL	434.60	.00	434.60

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FUND 101 GENERAL FUND										
101-6633-423.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES				
2250		12/20 AP		08/03/20	0394776	CMRS-POC	45.05		08/06/20	
						POC#8031880-REPL.POSTAGE				05/13/20-08/03/20
						ACCOUNT TOTAL	45.05	.00	45.05	
101-6633-423.85-01 UTILITIES / UTILITIES										
146		01/21 AP		07/10/20	0394738	CEDAR FALLS UTILITIES	855.59		07/31/20	
						UTLITIES THRU 07/10/20				
						ACCOUNT TOTAL	855.59	.00	855.59	
						FUND TOTAL	83,170.55	691.63	82,478.92	
FUND 203 TAX INCREMENT FINANCING										
FUND 206 STREET CONSTRUCTION FUND										
206-6637-436.64-02						INSURANCE / HEALTH INS. REIMBURSEMENT				
82		01/21 AP		07/29/20	0005128	ADVANTAGE ADMIN-SECT.105	43.90		08/04/20	
						HEALTH INS. REIMBURSEMENT				
82		01/21 AP		07/15/20	0005129	ADVANTAGE ADMIN-SECT.105	59.42		08/04/20	
						HEALTH INS. REIMBURSEMENT				
82		01/21 AP		07/15/20	0005129	ADVANTAGE ADMIN-SECT.105	192.92		08/04/20	
						HEALTH INS. REIMBURSEMENT				
						ACCOUNT TOTAL	296.24	.00	296.24	
206-6637-436.72-56 OPERATING SUPPLIES / FLOOD CONTROL										
146		01/21 AP		07/10/20	0394738	CEDAR FALLS UTILITIES	113.80		07/31/20	
						UTLITIES THRU 07/10/20				
						ACCOUNT TOTAL	113.80	.00	113.80	
206-6637-436.72-99 OPERATING SUPPLIES / POSTAGE										
2250		12/20 AP		08/03/20	0394776	CMRS-POC	21.00		08/06/20	
						POC#8031880-REPL.POSTAGE				05/13/20-08/03/20
						ACCOUNT TOTAL	21.00	.00	21.00	
206-6647-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
2250		12/20 AP		08/03/20	0394776	CMRS-POC	10.00		08/06/20	
						POC#8031880-REPL.POSTAGE				05/13/20-08/03/20
						ACCOUNT TOTAL	10.00	.00	10.00	



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FUND 206 STREET CONSTRUCTION FUND										
206-6647-436.85-01 UTILITIES / UTILITIES										
146		01/21 AP		07/10/20	0394738	CEDAR FALLS UTILITIES	1,085.86			07/31/20
						UTILITIES THRU 07/10/20				
						ACCOUNT TOTAL	1,085.86	.00	1,085.86	
						FUND TOTAL	1,526.90	.00	1,526.90	
FUND 215 HOSPITAL FUND										
FUND 216 POLICE BLOCK GRANT FUND										
FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.72-99 OPERATING SUPPLIES / POSTAGE										
2250		12/20 AP		08/03/20	0036935	CMRS-POC	426.10			08/06/20
						POC#8031880-REPL. POSTAGE 05/13/20-08/03/20				
						ACCOUNT TOTAL	426.10	.00	426.10	
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED										
149		02/21 AP		08/01/20	0036869	BAUCH, JAMES C	544.00			07/31/20
						HAP_Prior D 082020				
149		02/21 AP		08/01/20	0036913	METROPOLITAN COUNCIL - HRA	447.00			07/31/20
						HAP_McCalister R 082020				
149		02/21 AP		08/01/20	0036921	RINNELS, DOUGLAS G.	256.00			07/31/20
						HAP_Woock J 082020				
149		02/21 AP		08/01/20	0036921	RINNELS, DOUGLAS G.	277.00			07/31/20
						HAP_Wierck L 082020				
149		02/21 AP		08/01/20	0036873	CHESTNUT, SHAWN	439.00			07/31/20
						HAP_Chestnut N 082020				
149		02/21 AP		08/01/20	0036932	WEVERINK, TOM	1,150.00			07/31/20
						HAP_Archer A 082020				
149		02/21 AP		08/01/20	0036932	WEVERINK, TOM	497.00			07/31/20
						HAP_Stewart J 082020				
149		02/21 AP		08/01/20	0036916	OLSON & ESTATES LLC	397.00			07/31/20
						HAP_Graves D 082020				
149		02/21 AP		08/01/20	0036916	OLSON & ESTATES LLC	410.00			07/31/20
						HAP_Weaver J 082020				
149		02/21 AP		08/01/20	0036916	OLSON & ESTATES LLC	437.00			07/31/20
						HAP_Bakel P 082020				
149		02/21 AP		08/01/20	0036916	OLSON & ESTATES LLC	364.00			07/31/20
						HAP_Himes G 082020				
149		02/21 AP		08/01/20	0036916	OLSON & ESTATES LLC	399.00			07/31/20
						HAP_Halterman A 082020				
149		02/21 AP		08/01/20	0036916	OLSON & ESTATES LLC	210.00			07/31/20
						HAP_Stevens B 082020				
149		02/21 AP		08/01/20	0036916	OLSON & ESTATES LLC	381.00			07/31/20
						HAP_Hepker D 082020				
149		02/21 AP		08/01/20	0036885	EXCEPTIONAL PERSONS, INC.	437.00			07/31/20

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FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED										
						continued				
149				02/21	AP 08/01/20 0036885	HAP_Holmes C 082020 EXCEPTIONAL PERSONS, INC.	436.00			07/31/20
149				02/21	AP 08/01/20 0036885	HAP_Blake M 082020 EXCEPTIONAL PERSONS, INC.	425.00			07/31/20
149				02/21	AP 08/01/20 0036885	HAP_Easterling R 082020 EXCEPTIONAL PERSONS, INC.	391.00			07/31/20
149				02/21	AP 08/01/20 0036885	HAP_Nissen A 082020 EXCEPTIONAL PERSONS, INC.	364.00			07/31/20
149				02/21	AP 08/01/20 0036885	HAP_Poldberg J 082020 EXCEPTIONAL PERSONS, INC.	158.00			07/31/20
149				02/21	AP 08/01/20 0036885	HAP_Lutz W 082020 EXCEPTIONAL PERSONS, INC.	427.00			07/31/20
149				02/21	AP 08/01/20 0036892	HAP_Myers J 082020 GOLD FALLS VILLA	462.00			07/31/20
149				02/21	AP 08/01/20 0036892	HAP_Shuman J 082020 GOLD FALLS VILLA	419.00			07/31/20
149				02/21	AP 08/01/20 0036887	HAP_Jenkins D 082020 FORTSCH, ALEX E.	1,000.00			07/31/20
149				02/21	AP 08/01/20 0036931	HAP_Guzzle T 082020 WEVERINK, RANDY	177.00			07/31/20
149				02/21	AP 08/01/20 0036889	HAP_Janssen M 082020 GEELAN, JOSEPH N.	233.00			07/31/20
149				02/21	AP 08/01/20 0036889	HAP_Becker T 082020 GEELAN, JOSEPH N.	372.00			07/31/20
149				02/21	AP 08/01/20 0036875	HAP_Juhl A 082020 CLARK ENTERPRISES LLC	191.00			07/31/20
149				02/21	AP 08/01/20 0036875	HAP_Bachman K 082020 CLARK ENTERPRISES LLC	520.00			07/31/20
149				02/21	AP 08/01/20 0036875	HAP_Galvez Munguia 082020 CLARK ENTERPRISES LLC	261.00			07/31/20
149				02/21	AP 08/01/20 0036875	HAP_Taylor T 082020 CLARK ENTERPRISES LLC	144.00			07/31/20
149				02/21	AP 08/01/20 0036875	HAP_Grage K 082020 CLARK ENTERPRISES LLC	537.00			07/31/20
149				02/21	AP 08/01/20 0036875	HAP_Hord B 082020 CLARK ENTERPRISES LLC	214.00			07/31/20
149				02/21	AP 08/01/20 0036893	HAP_Cook A 082020 GRAY, LEROY L. OR CAROLYN K.	650.00			07/31/20
149				02/21	AP 08/01/20 0036867	HAP_Jenkins D 082020 BARTELT PROPERTIES L.C.	1,100.00			07/31/20
149				02/21	AP 08/01/20 0036867	HAP_Avino G 082020 BARTELT PROPERTIES L.C.	437.00			07/31/20
149				02/21	AP 08/01/20 0036867	HAP_Gebremedhin A 082020 BARTELT PROPERTIES L.C.	158.00			07/31/20
149				02/21	AP 08/01/20 0036867	HAP_Cobb R 082020 BARTELT PROPERTIES L.C.	689.00			07/31/20
149				02/21	AP 08/01/20 0036882	HAP_Woodward C 082020 EDGE MANAGEMENT GROUP, LLC	674.00			07/31/20
						HAP_Young C 082020				

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FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED						continued				
149		02/21 AP		08/01/20	0036882	EDGE MANAGEMENT GROUP, LLC	946.00			07/31/20
		HAP Gibson T 082020								
149		02/21 AP		08/01/20	0036876	COOK CO.HOUSING AUTHORITY	319.00			07/31/20
		HAP Goldstein K 082020								
149		02/21 AP		08/01/20	0036920	PURDY PROPERTIES, LLC	720.00			07/31/20
		HAP Schmidt D 082020								
149		02/21 AP		08/01/20	0036920	PURDY PROPERTIES, LLC	950.00			07/31/20
		HAP Cummings A 082020								
149		02/21 AP		08/01/20	0036920	PURDY PROPERTIES, LLC	631.00			07/31/20
		HAP Leiss L 082020								
149		02/21 AP		08/01/20	0036880	D & J PROPERTIES	304.00			07/31/20
		HAP Bell M 082020								
149		02/21 AP		08/01/20	0036880	D & J PROPERTIES	503.00			07/31/20
		HAP Grant F 082020								
149		02/21 AP		08/01/20	0036880	D & J PROPERTIES	575.00			07/31/20
		HAP Terry M 082020								
149		02/21 AP		08/01/20	0036880	D & J PROPERTIES	142.00			07/31/20
		HAP Rogers S 082020								
149		02/21 AP		08/01/20	0036879	CV PROPERTIES, LLC	295.00			07/31/20
		HAP Barr G 082020								
149		02/21 AP		08/01/20	0036925	STANDARD FAMILY ASSIST.LIVING	162.00			07/31/20
		HAP REFSHAUGE T 082020								
149		02/21 AP		08/01/20	0036871	CEDAR APARTMENTS LLC	195.00			07/31/20
		HAP Becerra C 082020								
149		02/21 AP		08/01/20	0036871	CEDAR APARTMENTS LLC	155.00			07/31/20
		HAP Groskurth D 082020								
149		02/21 AP		08/01/20	0036896	HAUS TO HOME INVESTMENTS	596.00			07/31/20
		HAP Lehr B 082020								
149		02/21 AP		08/01/20	0036907	KYLER, DEBRA K.	577.00			07/31/20
		HAP Mussman C 082020								
149		02/21 AP		08/01/20	0036923	SCHUERMAN PROPERTIES, LLC	823.00			07/31/20
		HAP Jurries P 082020								
149		02/21 AP		08/01/20	0036923	SCHUERMAN PROPERTIES, LLC	895.00			07/31/20
		HAP Boehmer R 082020								
149		02/21 AP		08/01/20	0036926	SWEETING, LARRY	612.00			07/31/20
		HAP Schumacher D 082020								
149		02/21 AP		08/01/20	0036928	THUNDER RIDGE SR.APARTMENTS L	197.00			07/31/20
		HAP Vognsen P 082020								
149		02/21 AP		08/01/20	0036928	THUNDER RIDGE SR.APARTMENTS L	386.00			07/31/20
		HAP Good S 082020								
149		02/21 AP		08/01/20	0036928	THUNDER RIDGE SR.APARTMENTS L	336.00			07/31/20
		HAP Ford M 082020								
149		02/21 AP		08/01/20	0036928	THUNDER RIDGE SR.APARTMENTS L	403.00			07/31/20
		HAP Toms L 082020								
149		02/21 AP		08/01/20	0036928	THUNDER RIDGE SR.APARTMENTS L	427.00			07/31/20
		HAP Turner S 082020								
149		02/21 AP		08/01/20	0036928	THUNDER RIDGE SR.APARTMENTS L	485.00			07/31/20
		HAP Henning S 082020								
149		02/21 AP		08/01/20	0036928	THUNDER RIDGE SR.APARTMENTS L	391.00			07/31/20

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FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED										
						continued				
149					HAP Lebahn B 082020 02/21 AP 08/01/20 0036928	THUNDER RIDGE SR.APARTMENTS L	212.00			07/31/20
149					HAP Martin H 082020 02/21 AP 08/01/20 0036928	THUNDER RIDGE SR.APARTMENTS L	401.00			07/31/20
149					HAP Strickland L 082020 02/21 AP 08/01/20 0036928	THUNDER RIDGE SR.APARTMENTS L	196.00			07/31/20
149					HAP Matthias L 082020 02/21 AP 08/01/20 0036928	THUNDER RIDGE SR.APARTMENTS L	467.00			07/31/20
149					HAP Hoch P 082020 02/21 AP 08/01/20 0036928	THUNDER RIDGE SR.APARTMENTS L	228.00			07/31/20
149					HAP Stock M 082020 02/21 AP 08/01/20 0036928	THUNDER RIDGE SR.APARTMENTS L	412.00			07/31/20
149					HAP Stegen R 082020 02/21 AP 08/01/20 0036928	THUNDER RIDGE SR.APARTMENTS L	479.00			07/31/20
149					HAP Howe J 082020 02/21 AP 08/01/20 0036928	THUNDER RIDGE SR.APARTMENTS L	206.00			07/31/20
149					HAP Schlueter J 082020 02/21 AP 08/01/20 0036928	THUNDER RIDGE SR.APARTMENTS L	363.00			07/31/20
149					HAP Tiller R 082020 02/21 AP 08/01/20 0036928	THUNDER RIDGE SR.APARTMENTS L	182.00			07/31/20
149					HAP Wray M 082020 02/21 AP 08/01/20 0036928	THUNDER RIDGE SR.APARTMENTS L	379.00			07/31/20
149					HAP Hayden J 082020 02/21 AP 08/01/20 0036928	THUNDER RIDGE SR.APARTMENTS L	137.00			07/31/20
149					HAP Garvis C 082020 02/21 AP 08/01/20 0036928	THUNDER RIDGE SR.APARTMENTS L	142.00			07/31/20
149					HAP Youngsberg L 082020 02/21 AP 08/01/20 0036928	THUNDER RIDGE SR.APARTMENTS L	410.00			07/31/20
149					HAP Greene L 082020 02/21 AP 08/01/20 0036928	THUNDER RIDGE SR.APARTMENTS L	70.00			07/31/20
149					HAP Brown J 082020 02/21 AP 08/01/20 0036928	THUNDER RIDGE SR.APARTMENTS L	298.00			07/31/20
149					HAP Shelton S 082020 02/21 AP 08/01/20 0036891	GLENN, MATTHEW	285.00			07/31/20
149					HAP Clayton R 082020 02/21 AP 08/01/20 0036929	VILLAGE I AT NINE23 APARTMENT	404.00			07/31/20
149					HAP Aswegan S 082020 02/21 AP 08/01/20 0036929	VILLAGE I AT NINE23 APARTMENT	119.00			07/31/20
149					HAP Prior A 082020 02/21 AP 08/01/20 0036929	VILLAGE I AT NINE23 APARTMENT	337.00			07/31/20
149					HAP Cameron J 082020 02/21 AP 08/01/20 0036929	VILLAGE I AT NINE23 APARTMENT	432.00			07/31/20
149					HAP Moore D 082020 02/21 AP 08/01/20 0036929	VILLAGE I AT NINE23 APARTMENT	432.00			07/31/20
149					HAP Brandt D 082020 02/21 AP 08/01/20 0036929	VILLAGE I AT NINE23 APARTMENT	337.00			07/31/20
149					HAP Greene D 082020 02/21 AP 08/01/20 0036929	VILLAGE I AT NINE23 APARTMENT	413.00			07/31/20
					HAP Porter J 082020					

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED						continued				
149		02/21 AP		08/01/20	0036929	VILLAGE I AT NINE23 APARTMENT	92.00			07/31/20
		HAP Dixon S 082020								
149		02/21 AP		08/01/20	0036929	VILLAGE I AT NINE23 APARTMENT	577.00			07/31/20
		HAP Hernandez Serr 082020								
149		02/21 AP		08/01/20	0036929	VILLAGE I AT NINE23 APARTMENT	259.00			07/31/20
		HAP Aswegan J 082020								
149		02/21 AP		08/01/20	0036929	VILLAGE I AT NINE23 APARTMENT	238.00			07/31/20
		HAP Havlik C 082020								
149		02/21 AP		08/01/20	0036929	VILLAGE I AT NINE23 APARTMENT	420.00			07/31/20
		HAP Temple S 082020								
149		02/21 AP		08/01/20	0036929	VILLAGE I AT NINE23 APARTMENT	499.00			07/31/20
		HAP Clark T 082020								
149		02/21 AP		08/01/20	0036929	VILLAGE I AT NINE23 APARTMENT	399.00			07/31/20
		HAP Gordon Jr. T 082020								
149		02/21 AP		08/01/20	0036929	VILLAGE I AT NINE23 APARTMENT	298.00			07/31/20
		HAP Carter Z 082020								
149		02/21 AP		08/01/20	0036929	VILLAGE I AT NINE23 APARTMENT	461.00			07/31/20
		HAP Redd A 082020								
149		02/21 AP		08/01/20	0036929	VILLAGE I AT NINE23 APARTMENT	292.00			07/31/20
		HAP Mace T 082020								
149		02/21 AP		08/01/20	0036929	VILLAGE I AT NINE23 APARTMENT	428.00			07/31/20
		HAP Smith T 082020								
149		02/21 AP		08/01/20	0036929	VILLAGE I AT NINE23 APARTMENT	179.00			07/31/20
		HAP Vaughn S 082020								
149		02/21 AP		08/01/20	0036929	VILLAGE I AT NINE23 APARTMENT	675.00			07/31/20
		HAP Henderson D 082020								
149		02/21 AP		08/01/20	0036929	VILLAGE I AT NINE23 APARTMENT	686.00			07/31/20
		HAP Gilmore A 082020								
149		02/21 AP		08/01/20	0036929	VILLAGE I AT NINE23 APARTMENT	466.00			07/31/20
		HAP Nelson B 082020								
149		02/21 AP		08/01/20	0036929	VILLAGE I AT NINE23 APARTMENT	539.00			07/31/20
		HAP Fry S 082020								
149		02/21 AP		08/01/20	0036929	VILLAGE I AT NINE23 APARTMENT	138.00			07/31/20
		HAP Duesenberg J 082020								
149		02/21 AP		08/01/20	0036929	VILLAGE I AT NINE23 APARTMENT	261.00			07/31/20
		HAP Ford D 082020								
149		02/21 AP		08/01/20	0036929	VILLAGE I AT NINE23 APARTMENT	662.00			07/31/20
		HAP Ambrose A 082020								
149		02/21 AP		08/01/20	0036929	VILLAGE I AT NINE23 APARTMENT	89.00			07/31/20
		HAP Holub T 082020								
149		02/21 AP		08/01/20	0036929	VILLAGE I AT NINE23 APARTMENT	497.00			07/31/20
		HAP Prior L 082020								
149		02/21 AP		08/01/20	0036929	VILLAGE I AT NINE23 APARTMENT	428.00			07/31/20
		HAP Swartley J 082020								
149		02/21 AP		08/01/20	0036929	VILLAGE I AT NINE23 APARTMENT	398.00			07/31/20
		HAP Smith W 082020								
149		02/21 AP		08/01/20	0036929	VILLAGE I AT NINE23 APARTMENT	610.00			07/31/20
		HAP Ducharme T 082020								
149		02/21 AP		08/01/20	0036872	CEDAR FALLS UTILITIES-SEC.8	47.00			07/31/20

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED						continued				
					Guzzle 7174748062					
149		02/21 AP		08/01/20	0036872	CEDAR FALLS UTILITIES-SEC.8	91.00		07/31/20	
					Jurries 7681775462					
149		02/21 AP		08/01/20	0036872	CEDAR FALLS UTILITIES-SEC.8	63.00		07/31/20	
					Redd 1307731360					
149		02/21 AP		08/01/20	0036872	CEDAR FALLS UTILITIES-SEC.8	21.00		07/31/20	
					Porter 1690351502					
149		02/21 AP		08/01/20	0036872	CEDAR FALLS UTILITIES-SEC.8	32.00		07/31/20	
					Avino 591464234					
149		02/21 AP		08/01/20	0036872	CEDAR FALLS UTILITIES-SEC.8	132.00		07/31/20	
					Schmidt 1315389087					
149		02/21 AP		08/01/20	0036872	CEDAR FALLS UTILITIES-SEC.8	112.00		07/31/20	
					Jones 6467907886					
149		02/21 AP		08/01/20	0036872	CEDAR FALLS UTILITIES-SEC.8	18.00		07/31/20	
					Henderson 9651433829					
149		02/21 AP		08/01/20	0036872	CEDAR FALLS UTILITIES-SEC.8	27.00		07/31/20	
					Lindgren 5732705968					
149		02/21 AP		08/01/20	0036872	CEDAR FALLS UTILITIES-SEC.8	148.00		07/31/20	
					Payne 5852275772					
149		02/21 AP		08/01/20	0036872	CEDAR FALLS UTILITIES-SEC.8	129.00		07/31/20	
					Jenkins 3232058083					
149		02/21 AP		08/01/20	0036872	CEDAR FALLS UTILITIES-SEC.8	112.00		07/31/20	
					Rule 9816666531					
149		02/21 AP		08/01/20	0036872	CEDAR FALLS UTILITIES-SEC.8	55.00		07/31/20	
					Archer 9095290344					
149		02/21 AP		08/01/20	0036872	CEDAR FALLS UTILITIES-SEC.8	78.00		07/31/20	
					Boehmer 08276056267					
149		02/21 AP		08/01/20	0036872	CEDAR FALLS UTILITIES-SEC.8	170.00		07/31/20	
					Cummings 2377106583					
149		02/21 AP		08/01/20	0036872	CEDAR FALLS UTILITIES-SEC.8	48.00		07/31/20	
					Santiago-Lebron 873567879					
149		02/21 AP		08/01/20	0036872	CEDAR FALLS UTILITIES-SEC.8	154.00		07/31/20	
					Bracelly 9823574708					
149		02/21 AP		08/01/20	0036874	CHRISTOPHERSON RENTALS	477.00		07/31/20	
					HAP_Carlyle T 082020					
149		02/21 AP		08/01/20	0036874	CHRISTOPHERSON RENTALS	299.00		07/31/20	
					HAP_Belcher J 082020					
149		02/21 AP		08/01/20	0036874	CHRISTOPHERSON RENTALS	541.00		07/31/20	
					HAP_Williams L 082020					
149		02/21 AP		08/01/20	0036874	CHRISTOPHERSON RENTALS	292.00		07/31/20	
					HAP_Schwaab A 082020					
149		02/21 AP		08/01/20	0036874	CHRISTOPHERSON RENTALS	472.00		07/31/20	
					HAP_Gregory L 082020					
149		02/21 AP		08/01/20	0036874	CHRISTOPHERSON RENTALS	666.00		07/31/20	
					HAP_Ricks F 082020					
149		02/21 AP		08/01/20	0036874	CHRISTOPHERSON RENTALS	693.00		07/31/20	
					HAP_Hoffert J 082020					
149		02/21 AP		08/01/20	0036874	CHRISTOPHERSON RENTALS	503.00		07/31/20	
					HAP_Hunt M 082020					

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED						continued				
149		02/21 AP		08/01/20	0036874	CHRISTOPHERSON RENTALS	434.00			07/31/20
		HAP Thoms A 082020								
149		02/21 AP		08/01/20	0036874	CHRISTOPHERSON RENTALS	499.00			07/31/20
		HAP Brown D 082020								
149		02/21 AP		08/01/20	0036874	CHRISTOPHERSON RENTALS	303.00			07/31/20
		HAP Sumerall T 082020								
149		02/21 AP		08/01/20	0036911	MELICK, KENT L.	598.00			07/31/20
		HAP Drewelow D 082020								
149		02/21 AP		08/01/20	0036919	PETERSEN, DANDEL	475.00			07/31/20
		HAP Brown S 082020								
149		02/21 AP		08/01/20	0036914	MHP 2216 LINCOLN STREET, LLC	417.00			07/31/20
		HAP Wilder S 082020								
149		02/21 AP		08/01/20	0036914	MHP 2216 LINCOLN STREET, LLC	525.00			07/31/20
		HAP Jones T 082020								
149		02/21 AP		08/01/20	0036914	MHP 2216 LINCOLN STREET, LLC	412.00			07/31/20
		HAP Cochran S 082020								
149		02/21 AP		08/01/20	0036914	MHP 2216 LINCOLN STREET, LLC	423.00			07/31/20
		HAP Malone S 082020								
149		02/21 AP		08/01/20	0036914	MHP 2216 LINCOLN STREET, LLC	268.00			07/31/20
		HAP Treslan G 082020								
149		02/21 AP		08/01/20	0036914	MHP 2216 LINCOLN STREET, LLC	525.00			07/31/20
		HAP Rule S 082020								
149		02/21 AP		08/01/20	0036914	MHP 2216 LINCOLN STREET, LLC	551.00			07/31/20
		HAP Johnson T 082020								
149		02/21 AP		08/01/20	0036884	EPM IOWA	556.00			07/31/20
		HAP Thompson T 082020								
149		02/21 AP		08/01/20	0036884	EPM IOWA	761.00			07/31/20
		HAP Harkrider D 082020								
149		02/21 AP		08/01/20	0036884	EPM IOWA	432.00			07/31/20
		HAP Frisch K 082020								
149		02/21 AP		08/01/20	0036884	EPM IOWA	902.00			07/31/20
		HAP Nicholson K 082020								
149		02/21 AP		08/01/20	0036884	EPM IOWA	381.00			07/31/20
		HAP Lewis H 082020								
149		02/21 AP		08/01/20	0036884	EPM IOWA	427.00			07/31/20
		HAP Nobles M 082020								
149		02/21 AP		08/01/20	0036884	EPM IOWA	812.00			07/31/20
		HAP Gordon A 082020								
149		02/21 AP		08/01/20	0036884	EPM IOWA	1,373.00			07/31/20
		HAP Santiago-Lebro 082020								
149		02/21 AP		08/01/20	0036881	DC MANAGEMENT, LLC	632.00			07/31/20
		HAP White M 082020								
149		02/21 AP		08/01/20	0036878	CTV MANAGER, LLC	250.00			07/31/20
		HAP Anderson B 082020								
149		02/21 AP		08/01/20	0036906	KROEMER, KRAIG	417.00			07/31/20
		HAP Currie L 082020								
149		02/21 AP		08/01/20	0036909	LEGACY RESIDENTIAL	394.00			07/31/20
		HAP JORDAN L 082020								
149		02/21 AP		08/01/20	0036866	ARENDS INVESTMENTS	266.00			07/31/20

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FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED										
continued										
						HAP Wortham W 082020				
149		02/21 AP		08/01/20	0036917	OWL INVESTMENTS, LLC	507.00			07/31/20
						HAP Schroeder S 082020				
149		02/21 AP		08/01/20	0036877	CRESCENT CONDOMINIUMS, LLC	435.00			07/31/20
						HAP Lohr K 082020				
149		02/21 AP		08/01/20	0036895	HARRINGTON'S RENTAL LLC	188.00			07/31/20
						HAP Larronda E 082020				
149		02/21 AP		08/01/20	0036886	FERNHOLZ, KARI L.	1,220.00			07/31/20
						HAP Carlton D 082020				
149		02/21 AP		08/01/20	0036922	ROGERS, DERICK	831.00			07/31/20
						HAP Sherwood J 082020				
149		02/21 AP		08/01/20	0036902	KAI, BRENT	283.00			07/31/20
						HAP Hamilton T 082020				
149		02/21 AP		08/01/20	0036915	MORRIS, RICHARD R.	862.00			07/31/20
						HAP Sauer M 082020				
149		02/21 AP		08/01/20	0036924	STAND FIRM PROPERTIES LLC	399.00			07/31/20
						HAP Hodge G 082020				
149		02/21 AP		08/01/20	0036934	WYMORE, LARRY R.	732.00			07/31/20
						HAP MOFFETT J 082020				
149		02/21 AP		08/01/20	0036900	JDR PROPERTIES, INC.	192.00			07/31/20
						HAP Klein R 082020				
149		02/21 AP		08/01/20	0036933	WINGSB, LLC	121.00			07/31/20
						HAP Spiers A 082020				
149		02/21 AP		08/01/20	0036933	WINGSB, LLC	519.00			07/31/20
						HAP Johnson A 082020				
149		02/21 AP		08/01/20	0036901	JLL EXTENDED STAY INN	302.00			07/31/20
						HAP Moore E 082020				
149		02/21 AP		08/01/20	0036901	JLL EXTENDED STAY INN	550.00			07/31/20
						HAP Johnson Y 082020				
149		02/21 AP		08/01/20	0036901	JLL EXTENDED STAY INN	109.00			07/31/20
						HAP Zanders (Woods) 082020				
149		02/21 AP		08/01/20	0036908	LARSEN RENTALS LLC	234.00			07/31/20
						HAP Grisby C 082020				
149		02/21 AP		08/01/20	0036930	VILLAGE II AT NINE23 APARTMEN	401.00			07/31/20
						HAP Lam K 082020				
149		02/21 AP		08/01/20	0036930	VILLAGE II AT NINE23 APARTMEN	150.00			07/31/20
						HAP Frazier T 082020				
149		02/21 AP		08/01/20	0036930	VILLAGE II AT NINE23 APARTMEN	432.00			07/31/20
						HAP Humphrey E 082020				
149		02/21 AP		08/01/20	0036930	VILLAGE II AT NINE23 APARTMEN	234.00			07/31/20
						HAP Baker A 082020				
149		02/21 AP		08/01/20	0036930	VILLAGE II AT NINE23 APARTMEN	407.00			07/31/20
						HAP Harrenstein G 082020				
149		02/21 AP		08/01/20	0036930	VILLAGE II AT NINE23 APARTMEN	378.00			07/31/20
						HAP BALM D 082020				
149		02/21 AP		08/01/20	0036930	VILLAGE II AT NINE23 APARTMEN	87.00			07/31/20
						HAP Hoodjer S 082020				
149		02/21 AP		08/01/20	0036930	VILLAGE II AT NINE23 APARTMEN	700.00			07/31/20
						HAP Redd S 082020				



GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED						continued				
149		02/21 AP		08/01/20	0036930	VILLAGE II AT NINE23 APARTMEN	200.00			07/31/20
		HAP_Forney A 082020								
149		02/21 AP		08/01/20	0036930	VILLAGE II AT NINE23 APARTMEN	412.00			07/31/20
		HAP_Haug K 082020								
149		02/21 AP		08/01/20	0036930	VILLAGE II AT NINE23 APARTMEN	376.00			07/31/20
		HAP_Saccento J 082020								
149		02/21 AP		08/01/20	0036930	VILLAGE II AT NINE23 APARTMEN	428.00			07/31/20
		HAP_Loffredo C 082020								
149		02/21 AP		08/01/20	0036930	VILLAGE II AT NINE23 APARTMEN	530.00			07/31/20
		HAP_Brown S 082020								
149		02/21 AP		08/01/20	0036930	VILLAGE II AT NINE23 APARTMEN	652.00			07/31/20
		HAP_Miller K 082020								
149		02/21 AP		08/01/20	0036930	VILLAGE II AT NINE23 APARTMEN	481.00			07/31/20
		HAP_Humphrey J 082020								
149		02/21 AP		08/01/20	0036930	VILLAGE II AT NINE23 APARTMEN	328.00			07/31/20
		HAP_Dzapo S 082020								
149		02/21 AP		08/01/20	0036930	VILLAGE II AT NINE23 APARTMEN	428.00			07/31/20
		HAP_Harken G 082020								
149		02/21 AP		08/01/20	0036930	VILLAGE II AT NINE23 APARTMEN	332.00			07/31/20
		HAP_Harmon A 082020								
149		02/21 AP		08/01/20	0036930	VILLAGE II AT NINE23 APARTMEN	339.00			07/31/20
		HAP_Wilson J 082020								
149		02/21 AP		08/01/20	0036930	VILLAGE II AT NINE23 APARTMEN	630.00			07/31/20
		HAP_Wilson S 082020								
149		02/21 AP		08/01/20	0036930	VILLAGE II AT NINE23 APARTMEN	236.00			07/31/20
		HAP_King D 082020								
149		02/21 AP		08/01/20	0036930	VILLAGE II AT NINE23 APARTMEN	513.00			07/31/20
		HAP_Reams L 082020								
149		02/21 AP		08/01/20	0036930	VILLAGE II AT NINE23 APARTMEN	139.00			07/31/20
		HAP_Rogers E 082020								
149		02/21 AP		08/01/20	0036930	VILLAGE II AT NINE23 APARTMEN	452.00			07/31/20
		HAP_OBrien N 082020								
149		02/21 AP		08/01/20	0036930	VILLAGE II AT NINE23 APARTMEN	304.00			07/31/20
		HAP_Sommerfelt C 082020								
149		02/21 AP		08/01/20	0036930	VILLAGE II AT NINE23 APARTMEN	391.00			07/31/20
		HAP_Garrigus S 082020								
149		02/21 AP		08/01/20	0036930	VILLAGE II AT NINE23 APARTMEN	396.00			07/31/20
		HAP_Cruise B 082020								
149		02/21 AP		08/01/20	0036930	VILLAGE II AT NINE23 APARTMEN	397.00			07/31/20
		HAP_Billman D 082020								
149		02/21 AP		08/01/20	0036930	VILLAGE II AT NINE23 APARTMEN	671.00			07/31/20
		HAP_Mullins J 082020								
149		02/21 AP		08/01/20	0036930	VILLAGE II AT NINE23 APARTMEN	392.00			07/31/20
		HAP_Nielsen J 082020								
149		02/21 AP		08/01/20	0036930	VILLAGE II AT NINE23 APARTMEN	554.00			07/31/20
		HAP_O'dell J 082020								
149		02/21 AP		08/01/20	0036930	VILLAGE II AT NINE23 APARTMEN	480.00			07/31/20
		HAP_Wiedow C 082020								
149		02/21 AP		08/01/20	0036903	KLEIN, JULIE	152.00			07/31/20

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FUND 217 SECTION 8 HOUSING FUND								
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED <span style="float: right;">continued</span>								
					HAP Stover A 082020			
149				02/21 AP 08/01/20 0036897	HOUSING AUTHORITY OF JOLIET	993.00		07/31/20
					HAP Wilson Q 082020			
149				02/21 AP 08/01/20 0036898	HOWARD, BRAD	468.00		07/31/20
					HAP Thrower M 082020			
149				02/21 AP 08/01/20 0036912	MESQUITE HOUSING OFFICE	1,634.00		07/31/20
					HAP Moore S 082020			
149				02/21 AP 08/01/20 0036905	KREMER PROPERTIES LLC	791.00		07/31/20
					HAP Mulanax W 082020			
149				02/21 AP 08/01/20 0036904	KRAAYENBRINK, RANDY L.	644.00		07/31/20
					HAP Maltas M 082020			
149				02/21 AP 08/01/20 0036894	HANSON, KALEEN KIRCHNER	1,200.00		07/31/20
					HAP Payne I 082020			
149				02/21 AP 08/01/20 0036918	PAULSON, JAMES	156.00		07/31/20
					HAP Gordon L 082020			
149				02/21 AP 08/01/20 0036918	PAULSON, JAMES	350.00		07/31/20
					HAP Topping R 082020			
149				02/21 AP 08/01/20 0036883	ELMCREST ESTATES, L.C.	587.00		07/31/20
					HAP Davis D 082020			
149				02/21 AP 08/01/20 0036910	MCKERNAN, JAMES M.	725.00		07/31/20
					HAP Porter R 082020			
149				02/21 AP 08/01/20 0036910	MCKERNAN, JAMES M.	492.00		07/31/20
					HAP Buchanan J 082020			
149				02/21 AP 08/01/20 0036888	G P MANAGEMENT LLC	406.00		07/31/20
					HAP Wenzel J 082020			
149				02/21 AP 08/01/20 0036927	T.J.J.C. L.L.C.	282.00		07/31/20
					HAP Dornbrock M 082020			
149				02/21 AP 08/01/20 0036927	T.J.J.C. L.L.C.	201.00		07/31/20
					HAP Hornback K 082020			
149				02/21 AP 08/01/20 0036927	T.J.J.C. L.L.C.	650.00		07/31/20
					HAP Bracelly J 082020			
149				02/21 AP 08/01/20 0036890	GERDES III, BENJAMIN P.	283.00		07/31/20
					HAP Alessi S 082020			
149				02/21 AP 08/01/20 0036890	GERDES III, BENJAMIN P.	700.00		07/31/20
					HAP Lindgren T 082020			
149				02/21 AP 08/01/20 0036890	GERDES III, BENJAMIN P.	722.00		07/31/20
					HAP Apfel A 082020			
149				02/21 AP 08/01/20 0036890	GERDES III, BENJAMIN P.	603.00		07/31/20
					HAP Beaman D 082020			
149				02/21 AP 08/01/20 0036890	GERDES III, BENJAMIN P.	618.00		07/31/20
					HAP Sherwood D 082020			
149				02/21 AP 08/01/20 0036899	J & A PROPERTIES	1,058.00		07/31/20
					HAP Bailey N 082020			
149				02/21 AP 08/01/20 0036868	BARTELT RENTALS L.C.	385.00		07/31/20
					HAP Luck J 082020			
149				02/21 AP 08/01/20 0036868	BARTELT RENTALS L.C.	976.00		07/31/20
					HAP Woods N 082020			
149				02/21 AP 08/01/20 0036870	C & H HOLDINGS LLC	566.00		07/31/20
					HAP Ross S 082020			

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	----TRANSACTION----	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT	
FUND 217 SECTION 8 HOUSING FUND												
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED												
								continued				
ACCOUNT TOTAL								100,430.00	.00	100,430.00		
217-2214-432.89-65 MISCELLANEOUS SERVICES / ADMIN FEE DUE OTHERS												
149		02/21 AP		08/01/20	0036913		METROPOLITAN COUNCIL - HRA	45.73			07/31/20	
		AF_McCalister R 082020										
149		02/21 AP		08/01/20	0036876		COOK CO.HOUSING AUTHORITY	34.16			07/31/20	
		AF_Goldstein K 082020										
149		02/21 AP		08/01/20	0036897		HOUSING AUTHORITY OF JOLIET	47.13			07/31/20	
		AF_Wilson Q 082020										
149		02/21 AP		08/01/20	0036912		MESQUITE HOUSING OFFICE	47.13			07/31/20	
		AF_Moore S 082020										
ACCOUNT TOTAL								174.15	.00	174.15		
FUND TOTAL								101,030.25	.00	101,030.25		
FUND 223 COMMUNITY BLOCK GRANT												
223-2224-432.72-99 OPERATING SUPPLIES / POSTAGE												
2250		12/20 AP		08/03/20	0004584		CMRS-POC	25.25			08/06/20	
		POC#8031880-REPL.POSTAGE 05/13/20-08/03/20										
ACCOUNT TOTAL								25.25	.00	25.25		
223-2224-432.88-32 OUTSIDE AGENCIES / CONSUMER CREDIT COUNSELIN												
2239		12/20 AP		07/29/20	0004583		CONSUMER CREDIT COUNSELING	120.00			07/31/20	
		CDBG 4TH QTR. FY20										
ACCOUNT TOTAL								120.00	.00	120.00		
FUND TOTAL								145.25	.00	145.25		
FUND 224 TRUST & AGENCY												
FUND 242 STREET REPAIR FUND												
FUND 254 CABLE TV FUND												
254-1088-431.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT												
82		01/21 AP		07/29/20	0005128		ADVANTAGE ADMIN-SECT.105	.53			08/04/20	
		HEALTH INS. REIMBURSEMENT										
82		01/21 AP		07/29/20	0005128		ADVANTAGE ADMIN-SECT.105	9.70			08/04/20	
		HEALTH INS. REIMBURSEMENT										
ACCOUNT TOTAL								10.23	.00	10.23		

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NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION		BALANCE
								POST DT
FUND 254 CABLE TV FUND								
254-1088	431	72-01				OPERATING SUPPLIES / OPERATING SUPPLIES		
2250		12/20	AP	08/03/20	0394776	CMRS-POC	19.95	08/06/20
						POC#8031880-REPL.POSTAGE		
						05/13/20-08/03/20		
						ACCOUNT TOTAL	19.95	19.95
						FUND TOTAL	30.18	30.18
FUND 258 PARKING FUND								
258-5531	435	72-99				OPERATING SUPPLIES / POSTAGE		
2250		12/20	AP	08/03/20	0394776	CMRS-POC	12.15	08/06/20
						POC#8031880-REPL.POSTAGE		
						05/13/20-08/03/20		
						ACCOUNT TOTAL	12.15	12.15
						FUND TOTAL	12.15	12.15
FUND 261 TOURISM & VISITORS								
261-2291	423	72-12				OPERATING SUPPLIES / FACILITY RENTAL SUPPLIES		
2244		12/20	AP	07/28/20	0394743	CAMI SMALLEY	375.00	08/04/20
						REFUND-CONF.ROOM RENTAL		
2244		12/20	AP	07/21/20	0394745	DAVID BERNS	225.00	08/04/20
						REFUND-CONF.ROOM RENTAL		
2244		12/20	AP	07/21/20	0394744	DANIELSEN, JACQUELINE	50.00	08/04/20
						REFUND-CONF.ROOM RENTAL		
						ACCOUNT TOTAL	650.00	650.00
261-2291	423	72-99				OPERATING SUPPLIES / POSTAGE		
2250		12/20	AP	08/03/20	0394776	CMRS-POC	559.45	08/06/20
						POC#8031880-REPL.POSTAGE		
						05/13/20-08/03/20		
						ACCOUNT TOTAL	559.45	559.45
261-2291	423	83-05				TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)		
2244		12/20	AP	06/24/20	0394746	LEWIS, DEBRA	37.26	08/04/20
						RMB:MILEAGE-2/5-6/24/20		
						ACCOUNT TOTAL	37.26	37.26
261-2291	423	85-01				UTILITIES / UTILITIES		
146		01/21	AP	07/10/20	0394738	CEDAR FALLS UTILITIES	67.42	07/31/20
						UTLITIES THRU 07/10/20		

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 261 TOURISM & VISITORS										
261-2291-423.85-01 UTILITIES / UTILITIES <span style="float: right;">continued</span>										
ACCOUNT TOTAL							67.42	.00	67.42	
FUND TOTAL							1,314.13	.00	1,314.13	
FUND 262 SENIOR SERVICES & COMM CT										
262-1092-423.72-99 OPERATING SUPPLIES / POSTAGE										
2250		12/20	AP	08/03/20	0394776	CMRS-POC	.50		08/06/20	
POC#8031880-REPL. POSTAGE 05/13/20-08/03/20										
ACCOUNT TOTAL							.50	.00	.50	
262-1092-423.85-01 UTILITIES / UTILITIES										
2220		12/20	AP	07/05/20	0394753	CEDAR FALLS UTILITIES	1,013.63		07/31/20	
COMMUNITY CENTER UTILITIES										
ACCOUNT TOTAL							1,013.63	.00	1,013.63	
262-1092-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
80		02/21	AP	07/13/20	0394756	CITY LAUNDERING CO.	8.50		07/31/20	
COMM CENTER MAT SERVICE										
ACCOUNT TOTAL							8.50	.00	8.50	
FUND TOTAL							1,022.63	.00	1,022.63	
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										
404-1220-431.89-80		01/21	AP	07/02/20	0394773	STOREY KENWORTHY	28.52		08/07/20	
197						LYSOL SPRAY & WIPES				
PROJECT#: 012020										
ACCOUNT TOTAL							28.52	.00	28.52	

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 404	FEMA					FUND TOTAL	28.52	.00	28.52
FUND 405	FLOOD RESERVE FUND								
FUND 407	VISION IOWA PROJECT								
FUND 408	STREET IMPROVEMENT FUND								
FUND 430	2004 TIF BOND								
430-1220-431.97-82	TIF BOND PROJECTS /					STREETScape MAINTENANCE			
220	02/21 AP 08/12/20 0394797					HUMBLE PROPERTIES, LLC	36,477.00		08/12/20
	3180-DOWNTOWN STREETScape					EASEMENT AGRMT.-STAIRWAY			
PROJECT#:	023180								
						ACCOUNT TOTAL	36,477.00	.00	36,477.00
						FUND TOTAL	36,477.00	.00	36,477.00
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								
551-6675-436.64-02	INSURANCE / HEALTH INS. REIMBURSEMENT								
82	01/21 AP 07/29/20 0005128					ADVANTAGE ADMIN-SECT.105	16.00		08/04/20
	HEALTH INS. REIMBURSEMENT								
						ACCOUNT TOTAL	16.00	.00	16.00
551-6675-436.72-99	OPERATING SUPPLIES / POSTAGE								
2250	12/20 AP 08/03/20 0394776					CMRS-POC	88.90		08/06/20

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 551 REFUSE FUND									
551-6675-436.72-99 OPERATING SUPPLIES / POSTAGE						continued			
				05/13/20	08/03/20				
					POC#8031880-REPL.POSTAGE				
					ACCOUNT TOTAL	88.90	.00	88.90	
551-6685-436.72-99 OPERATING SUPPLIES / POSTAGE									
2250				12/20 AP 08/03/20	0394776 CMRS-POC	117.40		08/06/20	
					POC#8031880-REPL.POSTAGE				
					ACCOUNT TOTAL	117.40	.00	117.40	
551-6685-436.85-01 UTILITIES / UTILITIES									
146				01/21 AP 07/10/20	0394738 CEDAR FALLS UTILITIES	40.97		07/31/20	
					UTILITIES THRU 07/10/20				
					ACCOUNT TOTAL	40.97	.00	40.97	
551-6685-436.89-04 MISCELLANEOUS SERVICES / SALES TAX									
82				01/21 AP 07/22/20	0005142 IOWA DEPT.OF REVENUE	74.94		08/04/20	
					SEMI MONTHLY SALES TAX				
					COMMERCIAL GARBAGE				
					ACCOUNT TOTAL	74.94	.00	74.94	
					FUND TOTAL	338.21	.00	338.21	
FUND 552 SEWER RENTAL FUND									
552-6655-436.72-99 OPERATING SUPPLIES / POSTAGE									
2250				12/20 AP 08/03/20	0394776 CMRS-POC	16.00		08/06/20	
					POC#8031880-REPL.POSTAGE				
					ACCOUNT TOTAL	16.00	.00	16.00	
552-6655-436.85-01 UTILITIES / UTILITIES									
146				01/21 AP 07/10/20	0394738 CEDAR FALLS UTILITIES	2,542.39		07/31/20	
					UTILITIES THRU 07/10/20				
					ACCOUNT TOTAL	2,542.39	.00	2,542.39	
552-6665-436.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT									
82				01/21 AP 07/15/20	0005129 ADVANTAGE ADMIN-SECT.105	265.87		08/04/20	
					HEALTH INS. REIMBURSEMENT				
					ACCOUNT TOTAL	265.87	.00	265.87	

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 552 SEWER RENTAL FUND									
2250		12/20 AP		08/03/20	0394776	OPERATING SUPPLIES / POSTAGE CMRS-POC	37.70		08/06/20
					POC#8031880-REPL.POSTAGE	05/13/20-08/03/20			
					ACCOUNT TOTAL		37.70	.00	37.70
552-6665-436.89-04 MISCELLANEOUS SERVICES / SALES TAX									
82		01/21 AP		07/22/20	0005142	IOWA DEPT.OF REVENUE SEMI MONTHLY SALES TAX	1,426.16		08/04/20
						COMMERCIAL SEWER			
					ACCOUNT TOTAL		1,426.16	.00	1,426.16
					FUND TOTAL		4,288.12	.00	4,288.12
FUND 553 2004 SEWER BOND									
FUND 555 STORM WATER UTILITY									
2250		12/20 AP		08/03/20	0394776	OPERATING SUPPLIES / OPERATING SUPPLIES CMRS-POC	5.00		08/06/20
					POC#8031880-REPL.POSTAGE	05/13/20-08/03/20			
					ACCOUNT TOTAL		5.00	.00	5.00
555-6630-432.81-40 PROFESSIONAL SERVICES / PUBLIC INFORMATION PROG.									
146		01/21 AP		07/09/20	0394737	BLACK HAWK COUNTY CONSERVATIO IA DNR MS-4 STRMWTR.MAND.	1,626.57		07/31/20
						EDUCATION INITIATIVE 10F3			
					ACCOUNT TOTAL		1,626.57	.00	1,626.57
					FUND TOTAL		1,631.57	.00	1,631.57
FUND 570 SEWER ASSESSMENT									
FUND 606 DATA PROCESSING FUND									
2250		12/20 AP		08/03/20	0394776	OPERATING SUPPLIES / OPERATING SUPPLIES CMRS-POC	122.30		08/06/20
					POC#8031880-REPL.POSTAGE	05/13/20-08/03/20			
					ACCOUNT TOTAL		122.30	.00	122.30
606-1078-441.81-41 PROFESSIONAL SERVICES / E-GOVERNMENT									
220		02/21 AP		07/07/20	0394793	CARLSON SOFTWARE AND FIELD SO GIS SURVEY SFTWRE.UPGRADE	650.00		08/12/20
						RE-ISSUE CK# 134703			
					ACCOUNT TOTAL		650.00	.00	650.00



GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT	
FUND 606 DATA PROCESSING FUND											
606-1078-441	82-10	COMMUNICATION / TELEPHONE HOLDING ACCOUNT									
220		02/21	AP	08/01/20	0394794	CENTURYLINK	53.85		08/12/20		
		CITY PHONE SERV.-AUG'20									
220		02/21	AP	08/01/20	0394794	CENTURYLINK	67.25		08/12/20		
		CITY PHONE SERV.-AUG'20									
169		02/21	AP	07/19/20	0394747	VERIZON WIRELESS	1,091.30		08/04/20		
		WIRELESS SRV:7/20-8/19/20									
		ACCOUNT TOTAL						1,212.40	.00	1,212.40	
		FUND TOTAL						1,984.70	.00	1,984.70	
FUND 680 HEALTH INSURANCE FUND											
680-1902-457	51-01	INSURANCE / HEALTH INSURANCE									
82		01/21	AP	07/31/20	0005151	WELLMARK IOWA	43,881.00		08/04/20		
		HEALTH CLAIMS PROCESSING									
82		01/21	AP	07/28/20	0005134	EXPRESS SCRIPTS, INC.	12,067.91		08/04/20		
		RX CLAIMS PROCESSING									
82		01/21	AP	07/24/20	0005150	WELLMARK IOWA	91,655.64		08/04/20		
		HEALTH CLAIMS PROCESSING									
82		01/21	AP	07/20/20	0005133	EXPRESS SCRIPTS, INC.	49,589.44		08/04/20		
		RX CLAIMS PROCESSING									
82		01/21	AP	07/17/20	0005149	WELLMARK IOWA	89,289.65		08/04/20		
		HEALTH CLAIMS PROCESSING									
82		01/21	AP	07/13/20	0005132	EXPRESS SCRIPTS, INC.	10,142.64		08/04/20		
		RX CLAIMS PROCESSING									
82		01/21	AP	07/10/20	0005148	WELLMARK IOWA	31,070.76		08/04/20		
		HEALTH CLAIMS PROCESSING									
		ACCOUNT TOTAL						327,697.04	.00	327,697.04	
		FUND TOTAL						327,697.04	.00	327,697.04	
FUND 681 HEALTH SEVERANCE											
681-1902-457	51-10	INSURANCE / HEALTH SEVERANCE PAYMENTS									
2254		12/20	AP	08/10/20	0394788	REGENOLD, SHARON K.	214.34		08/10/20		
		RMB:JUNE 2020 HEALTH SEV.									
		ACCOUNT TOTAL						214.34	.00	214.34	
		FUND TOTAL						214.34	.00	214.34	

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FUND 682 HEALTH INSURANCE - FIRE										
FUND 685 VEHICLE MAINTENANCE FUND										
FUND 686 PAYROLL FUND										
686-0000-222.01-00 PAYROLL LIABILITY / FEDERAL TAXES										
82		01/21 AP		07/20/20	0005145	UNITED STATES TREASURY	69,087.61			08/04/20
						FEDERAL WITHHOLDING TAX				
82		01/21 AP		07/03/20	0005144	UNITED STATES TREASURY	61,844.42			08/04/20
						FEDERAL WITHHOLDING TAX				
ACCOUNT TOTAL							130,932.03	.00		130,932.03
686-0000-222.02-00 PAYROLL LIABILITY / STATE WITHHOLDING										
82		01/21 AP		07/16/20	0005143	IOWA DEPT.OF REVENUE	30,222.50			08/04/20
						STATE WITHHOLDING TAX				
82		01/21 AP		07/06/20	0005141	IOWA DEPT.OF REVENUE	27,310.75			08/04/20
						STATE WITHHOLDING TAX				
ACCOUNT TOTAL							57,533.25	.00		57,533.25
686-0000-222.03-00 PAYROLL LIABILITY / FICA										
82		01/21 AP		07/20/20	0005145	UNITED STATES TREASURY	79,872.04			08/04/20
						SS & MQGE/MEDICARE TAX				
82		01/21 AP		07/03/20	0005144	UNITED STATES TREASURY	74,878.82			08/04/20
						SS & MQGE/MEDICARE TAX				
ACCOUNT TOTAL							154,750.86	.00		154,750.86
686-0000-222.05-00 PAYROLL LIABILITY / OTHER DEDUCTIONS PAYABLE										
222		02/21 AP		08/12/20	0394790	ADVANTAGE ADMINISTRATORS	5,926.55			08/12/20
						CAFETERIA PLAN:08/14/20				
82		01/21 AP		07/29/20	0005147	VOYA FINANCIAL	10,691.66			08/04/20
						EMPLOYEE 457 CONTRIBUTION				
82		01/21 AP		07/20/20	0005131	COLLECTION SERVICES CENTER	468.89			08/04/20
						CHILD SUPPORT SERVICES				
82		01/21 AP		07/15/20	0005146	VOYA FINANCIAL	10,691.66			08/04/20
						EMPLOYEE 457 CONTRIBUTION				
82		01/21 AP		07/06/20	0005130	COLLECTION SERVICES CENTER	468.89			08/04/20
						CHILD SUPPORT PAYMENTS				
ACCOUNT TOTAL							28,247.65	.00		28,247.65
686-1902-457.89-05 MISCELLANEOUS SERVICES / UNEMPLOYMENT TAXES										
2242		12/20 AP		07/24/20	0005127	IOWA WORKFORCE DEVELOPMENT	2,877.88			08/03/20
						RMB:BENEFITS THRU 6/30/20				
171		02/21 AP		07/24/20	0005127	IOWA WORKFORCE DEVELOPMENT		2,877.88		08/04/20
						VOID CHECK WRONG PERIOD				
172		01/21 AP		07/24/20	0005127	IOWA WORKFORCE DEVELOPMENT	2,877.88			08/04/20

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FUND 686 PAYROLL FUND										
686-1902-457.89-05 MISCELLANEOUS SERVICES / UNEMPLOYMENT TAXES						continued				
RMB: BENEFITS THRU 6/30/20										
ACCOUNT TOTAL							5,755.76	2,877.88	2,877.88	
FUND TOTAL							377,219.55	2,877.88	374,341.67	
FUND 687 WORKERS COMPENSATION FUND										
687-1902-457.51-02 INSURANCE / WORKERS COMP INSURANCE										
222		02/21 AP		08/12/20	0394796	DENNIS DOUGLAS & FULTON, MART ARBITRATION AWARD CALC.	7,735.77			08/12/20
ACCOUNT TOTAL						7,735.77	0.00	7,735.77		
FUND TOTAL							7,735.77	0.00	7,735.77	
FUND 688 LTD INSURANCE FUND										
688-1902-457.51-03 INSURANCE / LTD INSURANCE										
187		02/21 AP		08/01/20	0394779	MADISON NATIONAL LIFE INS.CO. LTD - AUGUST 2020	3,939.71			08/06/20
ACCOUNT TOTAL						3,939.71	0.00	3,939.71		
688-1902-457.51-04 INSURANCE / LIFE INSURANCE										
146		01/21 AP		08/01/20	0394741	STANDARD INSURANCE COMPANY GROUP LIFE AD/D-AUG'20	3,478.11			07/31/20
ACCOUNT TOTAL						3,478.11	0.00	3,478.11		
FUND TOTAL							7,417.82	0.00	7,417.82	
FUND 689 LIABILITY INSURANCE FUND										
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							953,284.68	3,569.51	949,715.17	

# Council Invoices for Council Meeting 08/17/20

PREPARED 08/13/2020, 12:03:33  
 PROGRAM GM360L  
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

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Item 27.

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1008-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
181		02/21 AP	08/04/20	00000000		ADVANCED BUSINESS SYSTEMS, IN	186.25			08/13/20
		POSTAGE METER INK								
181		02/21 AP	07/30/20	00000000		STOREY KENWORTHY	2.98			08/13/20
		STAPLES,PENS								
181		02/21 AP	07/16/20	00000000		STOREY KENWORTHY	20.03			08/13/20
		COPY PAPER								
181		02/21 AP	07/16/20	00000000		STOREY KENWORTHY	5.43			08/13/20
		CLIPS,LETTER OPENERS								
181		02/21 AP	07/09/20	00000000		STOREY KENWORTHY	2.01			08/13/20
		CORRECTION TAPE								
ACCOUNT TOTAL							216.70	.00	216.70	
101-1008-441.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
208		02/21 AP	08/07/20	00000000		SHRED-IT USA	48.95			08/13/20
		ON-SITE DOC. DESTRUCTION								
		TICKET #8060968260								
ACCOUNT TOTAL							48.95	.00	48.95	
101-1026-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
181		02/21 AP	07/30/20	00000000		STOREY KENWORTHY	.75			08/13/20
		STAPLES,PENS								
181		02/21 AP	07/16/20	00000000		STOREY KENWORTHY	3.57			08/13/20
		COPY PAPER								
181		02/21 AP	07/16/20	00000000		STOREY KENWORTHY	1.35			08/13/20
		CLIPS,LETTER OPENERS								
181		02/21 AP	07/09/20	00000000		STOREY KENWORTHY	.50			08/13/20
		CORRECTION TAPE								
ACCOUNT TOTAL							6.17	.00	6.17	
101-1028-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
181		02/21 AP	07/30/20	00000000		STOREY KENWORTHY	6.00			08/13/20
		STAPLES,PENS,TAB INSERTS								
181		02/21 AP	07/27/20	00000000		STOREY KENWORTHY	1.79			08/13/20
		ERASER								
181		02/21 AP	07/16/20	00000000		STOREY KENWORTHY	48.61			08/13/20
		COPY PAPER								
181		02/21 AP	07/16/20	00000000		STOREY KENWORTHY	6.77			08/13/20
		CLIPS,LETTER OPENERS								
181		02/21 AP	07/09/20	00000000		STOREY KENWORTHY	2.52			08/13/20
		CORRECTION TAPE								
ACCOUNT TOTAL							65.69	.00	65.69	

GROUP	PO	ACCTG	---TRANSACTION---			DESCRIPTION	DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE	
								POST DT	
FUND 101 GENERAL FUND									
101-1028-441.81-53						PROFESSIONAL SERVICES / JOB NOTICES			
181		02/21 AP		07/28/20	0000000	COURIER COMMUNICATIONS-ADVERT	39.00		08/13/20
						SEARCH BOOST			
181		02/21 AP		07/11/20	0000000	COURIER COMMUNICATIONS-ADVERT	234.00		08/13/20
						ONLINE			
181		02/21 AP		07/05/20	0000000	BILLBOARD IMPRESSIONS	467.00		08/13/20
						REC PRG MGR. ONLINE			
179		01/21 AP		07/03/20	0134946	COURIER COMMUNICATIONS-ADVERT	149.50		08/06/20
						ONLINE			
181		02/21 AP		06/30/20	0000000	US BANK	75.50		08/13/20
						THE NRPA CAREER CENTER			
						JOB AD:REC & COMM.PRGMS			
						COURIER COMMUNICATIONS-ADVERT			
						PULSE			
ACCOUNT TOTAL							965.00	0.00	965.00
101-1048-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
181		02/21 AP		07/30/20	0000000	STOREY KENWORTHY	.25		08/13/20
						STAPLES,PENS			
181		02/21 AP		07/16/20	0000000	STOREY KENWORTHY	3.57		08/13/20
						COPY PAPER			
181		02/21 AP		07/16/20	0000000	STOREY KENWORTHY	.45		08/13/20
						CLIPS,LETTER OPENERS			
181		02/21 AP		07/09/20	0000000	STOREY KENWORTHY	30.78		08/13/20
						CORRECTION TAPE,PLANNERS			
ACCOUNT TOTAL							35.05	0.00	35.05
101-1048-441.81-29 PROFESSIONAL SERVICES / LEGAL CONSULTANTS									
164		02/21 AP		08/03/20	0000000	EASTERN IOWA REPORTING	333.00		08/13/20
						LGL:GREENHILL VILL.9TH AD			
						07/28/20			
PROJECT#:									
181		02/21 AP		07/22/20	0000000	AHLERS AND COONEY, P.C.	312.00		08/13/20
						LGL:CONTESTED SERV.AREA			
						07/06/20			
ACCOUNT TOTAL							645.00	0.00	645.00
101-1060-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
180		01/21 AP		07/13/20	0134946	US BANK	44.99		08/06/20
						AMZN MKTP US*MJ7PL6200			
180		01/21 AP		07/10/20	0134946	US BANK	6.99		08/06/20
						AMZN MKTP US*MJ3R38KY1			
180		01/21 AP		07/02/20	0134946	US BANK	54.07		08/06/20
						AMZN MKTP US*MJ54W0CP2			
						GAFFER TAPE & WINDOW SCRIN			
ACCOUNT TOTAL							106.05	0.00	106.05
101-1060-423.81-91 PROFESSIONAL SERVICES / LICENSES & SERVICE CONTRT									

GROUP	PO	ACCTG	----TRANSACTION----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 101 GENERAL FUND									
101-1060-423.81-91						PROFESSIONAL SERVICES / LICENSES & SERVICE CONTRT	continued		
180		01/21 AP	07/13/20	0134946		US BANK	70.00		08/06/20
		INT*QUICKBOOKS ONLINE				QUICKBOOKS MONTHLY SUB.			
						ACCOUNT TOTAL	70.00	.00	70.00
101-1060-423.89-22						MISCELLANEOUS SERVICES / YOUTH BOOKS			
180		01/21 AP	07/01/20	0134946		US BANK	10.41		08/06/20
		AMAZON.COM*MJ4QV6CLO				YOUTH BOOKS (MEM MILLER)			
						ACCOUNT TOTAL	10.41	.00	10.41
101-1060-423.89-33						MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM			
180		01/21 AP	07/17/20	0134946		US BANK	250.00		08/06/20
		SCIENCE CENTER OF IOWA				FOTL:YOUTH-ADVENTURE PASS			
180		01/21 AP	07/17/20	0134946		US BANK	67.70		08/06/20
		AMZN MKTP US*MV4MM7EII				FOTL:YOUTH-PREVAIL WIPES			
180		01/21 AP	07/02/20	0134946		US BANK	300.00		08/06/20
		DM BOTANICALGARDEN				FOTL:YOUTH-DM GARDEN PASS			
						ACCOUNT TOTAL	617.70	.00	617.70
101-1060-423.89-34						MISCELLANEOUS SERVICES / ENDOWMENT SUPPORTED PROG.			
2248		12/20 AP	06/24/20	0134946		US BANK	14.99		08/06/20
		AMZN MKTP US*MS9PG7BDO				BERG 2 RMB SLP '20:SEEDS			
180		01/21 AP	07/16/20	0134946		US BANK	22.00		08/06/20
		USPS PO 1814940913				BERG 2 RMB SLP '20-STAMPS			
180		01/21 AP	07/10/20	0134946		US BANK	7.20		08/06/20
		WM SUPERCENTER #753				BERG 2 RMB SLP '20:SEEDS			
180		01/21 AP	07/03/20	0134946		US BANK	22.42		08/06/20
		WAL-MART #0753				BERG 2 RMB SLP '20:CHALK,			
						ACCOUNT TOTAL	66.61	.00	66.61
101-1061-423.71-11						OFFICE SUPPLIES / TECHNICAL PROCESSING SUPP			
180		01/21 AP	07/20/20	0134946		US BANK	40.99		08/06/20
		VISTAPR*VISTAPRINT.COM				VINYL "PRPRTY OF" STICKER			
180		01/21 AP	07/16/20	0134946		US BANK	32.54		08/06/20
		AMZN MKTP US*MV3NO8CYO				GOO CLEAN WIPES			
						ACCOUNT TOTAL	73.53	.00	73.53
101-1061-423.89-20						MISCELLANEOUS SERVICES / ADULT BOOKS			
2248		12/20 AP	06/29/20	0134946		US BANK	74.75		08/06/20
		AMAZON.COM*MJ6TA7CA1				ADULT BOOKS			

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION---	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND											
101-1061-423.89-20					MISCELLANEOUS SERVICES /		ADULT BOOKS				
2248		12/20	AP	06/29/20		0134946	US BANK	11.99		08/06/20	
					AMAZON.COM*MS15Z7UY0		ADULT BOOKS				
180		01/21	AP	07/13/20		0134946	US BANK	12.99		08/06/20	
					AMZN MKTP US*MJ15T9512		ADULT BOOKS				
180		01/21	AP	07/06/20		0134946	US BANK	17.99		08/06/20	
					AMAZON.COM*MJ3PD4ZD2		ADULT BOOKS				
180		01/21	AP	07/06/20		0134946	US BANK	18.85		08/06/20	
					AMAZON.COM*MJ4JD0EE0		ADULT BOOKS				
					AMZN						
					ACCOUNT TOTAL			136.57	.00	136.57	
101-1061-423.89-22 MISCELLANEOUS SERVICES / YOUTH BOOKS											
2248		12/20	AP	06/23/20		0134946	US BANK	13.55		08/06/20	
					AMAZON.COM*MS35E1M70		YOUTH BOOKS				
180		01/21	AP	07/20/20		0134946	US BANK	12.99		08/06/20	
					AMAZON.COM*MV0QK4JB0		AMZN				
180		01/21	AP	07/15/20		0134946	US BANK	23.12		08/06/20	
					AMZN MKTP US*MJ30P0KK2		YOUTH BOOKS				
180		01/21	AP	07/06/20		0134946	US BANK	16.99		08/06/20	
					AMAZON.COM*MJ6JT0E80		AMZN				
					ACCOUNT TOTAL			66.65	.00	66.65	
101-1061-423.89-25 MISCELLANEOUS SERVICES / ADULT VIDEO											
2248		12/20	AP	06/30/20		0134946	US BANK	23.92		08/06/20	
					AMAZON.COM*MJ89U2LV1		AMZN				
2248		12/20	AP	06/30/20		0134946	US BANK	5.99		08/06/20	
					AMAZON.COM*MJ7G00ZB1		ADULT VIDEOS				
2248		12/20	AP	06/29/20		0134946	US BANK	14.95		08/06/20	
					AMAZON.COM*MS01B1752		AMZN				
2248		12/20	AP	06/26/20		0134946	US BANK	25.23		08/06/20	
					AMZN MKTP US*MS9VN2B02		ADULT VIDEOS				
2248		12/20	AP	06/23/20		0134946	US BANK	9.96		08/06/20	
					AMAZON.COM*MS1UH6691		ADULT VIDEOS				
2248		12/20	AP	06/23/20		0134946	US BANK	7.37		08/06/20	
					AMZN MKTP US*MS4U49641		ADULT VIDEOS				
180		01/21	AP	07/02/20		0134946	US BANK	11.57		08/06/20	
					AMAZON.COM*MJ0PD4F80		AMZN				
					ACCOUNT TOTAL			98.99	.00	98.99	
101-1061-423.89-47 MISCELLANEOUS SERVICES / LIBRARY OF THINGS											
180		01/21	AP	07/09/20		0134946	US BANK	165.00		08/06/20	
					TECHSOUP		HOTSPOTS				
					ACCOUNT TOTAL			165.00	.00	165.00	

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1061-423.93-01						EQUIPMENT / EQUIPMENT				
2248		12/20 AP		06/29/20	0134946	US BANK	305.91			08/06/20
					AMZN MKTP US*MJ2T31C71	COMPUTER MOUNTS & RISERS				
					ACCOUNT TOTAL		305.91	.00	305.91	
101-1118-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
181		02/21 AP		07/30/20	0000000	STOREY KENWORTHY	.25			08/13/20
						STAPLES,PENS				
181		02/21 AP		07/16/20	0000000	STOREY KENWORTHY	3.57			08/13/20
						COPY PAPER				
181		02/21 AP		07/16/20	0000000	STOREY KENWORTHY	.45			08/13/20
						CLIPS,LETTER OPENERS				
181		02/21 AP		07/09/20	0000000	STOREY KENWORTHY	.17			08/13/20
						CORRECTION TAPE				
					ACCOUNT TOTAL		4.44	.00	4.44	
101-1118-441.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS										
152		02/21 AP		07/08/20	0000000	AMERICAN PUBLIC WORKS ASSOC.	170.00			08/13/20
						MEMBERSHIP GAINES				
					ACCOUNT TOTAL		170.00	.00	170.00	
101-1158-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
181		02/21 AP		07/30/20	0000000	STOREY KENWORTHY	.25			08/13/20
						STAPLES,PENS				
181		02/21 AP		07/16/20	0000000	STOREY KENWORTHY	3.57			08/13/20
						COPY PAPER				
181		02/21 AP		07/16/20	0000000	STOREY KENWORTHY	.45			08/13/20
						CLIPS,LETTER OPENERS				
181		02/21 AP		07/09/20	0000000	STOREY KENWORTHY	.17			08/13/20
						CORRECTION TAPE				
					ACCOUNT TOTAL		4.44	.00	4.44	
101-1199-421.31-10 HUMAN DEVELOPMENT GRANTS / GRANTS - CULTURAL SERVICE										
188		02/21 AP		08/07/20	0000000	BULUR, FATMA SENGUN	288.00			08/13/20
						COOKING CLASS CHEF CLASS				
188		02/21 AP		07/31/20	0000000	SANDERS PHOTOGRAPHICS INC	750.00			08/13/20
						PUBLIC ART PHOTOGRAPHY				
179		01/21 AP		07/20/20	0134946	US BANK	55.39			08/06/20
						STAPLES DIRECT				
188		02/21 AP		07/15/20	0000000	LEBEDEVA, LIUDMILA	250.00			08/13/20
						MUSICAL PERFORMANCE FOR				
197		01/21 AP		07/14/20	0134762	MAYNARD, LYNISIE	100.00			08/07/20



GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1199-421.31-10 HUMAN DEVELOPMENT GRANTS / GRANTS - CULTURAL SERVICE						continued				
						ARTISANS IN THE GARDEN DYING DEMONSTRATION				
179		01/21 AP		07/13/20	0134946	US BANK	190.77			08/06/20
						LOWES #01712* OUTDOOR RUG FOR HEARST TO				
179		01/21 AP		07/13/20	0134946	US BANK	34.00			08/06/20
						AMZN MKTP US*MJ7LV0HL2 SUNPRINTS FOR HEARST TO				
179		01/21 AP		07/08/20	0134946	US BANK	162.62			08/06/20
						MENARDS CEDAR FALLS IA FOLDING CHAIRS AND TABLES				
179		01/21 AP		07/08/20	0134946	US BANK	142.31			08/06/20
						DISPLAYS2GO DISPLAY PANEL, FLAG				
197		01/21 AP		06/26/20	0134542	BRUCHER, J DELFS	300.00			08/07/20
						CONCERT PERFORMANCE 7/9 PARTY ON THE PATIO				
197		01/21 AP		06/26/20	0134645	RUTH, KARLA	250.00			08/07/20
						CONCERT PERFORMANCE 7/16 PARTY ON THE PATIO				
						ACCOUNT TOTAL	2,523.09	.00	2,523.09	
101-1199-421.31-20 HUMAN DEVELOPMENT GRANTS / GRANTS - LIBRARY										
2248		12/20 AP		06/29/20	0134946	US BANK	4.99			08/06/20
						AMZN MKTP US*MJ2T31C71 CABLE TIES				
180		01/21 AP		07/20/20	0134946	US BANK	15.22			08/06/20
						AMZN MKTP US*MV8GA2LLO 1" CABLE WIRE CLIPS				
180		01/21 AP		07/17/20	0134946	US BANK	17.99			08/06/20
						AMAZON.COM*MV86154T0 APOLLO TOOL SET				
						ACCOUNT TOTAL	38.20	.00	38.20	
101-1199-441.72-19 OPERATING SUPPLIES / PRINTING										
181		02/21 AP		08/05/20	0000000	COURIER LEGAL COMMUNICATIONS	23.64			08/13/20
						POLLUTANT DISCHARGE NOTIC				
181		02/21 AP		07/30/20	0000000	COURIER LEGAL COMMUNICATIONS	406.88			08/13/20
						7/20/20 CC MTG.MINS/BILLS				
181		02/21 AP		07/29/20	0000000	COURIER LEGAL COMMUNICATIONS	38.93			08/13/20
						ORD.2967-VACATING ROW- PRAIRIE PKWY				
181		02/21 AP		07/29/20	0000000	MUNICIPAL CODE CORPORATION	1,140.33			08/13/20
						SUPP #6 CODE OF ORDINANCE				
181		02/21 AP		07/24/20	0000000	COURIER LEGAL COMMUNICATIONS	45.27			08/13/20
						PH NTC-CONVEY ROW-PRARIE PARKWAY				
181		02/21 AP		07/24/20	0000000	COURIER LEGAL COMMUNICATIONS	22.13			08/13/20
						PH-PLANS,ETC-2020 SW ASMT				
						ACCOUNT TOTAL	1,677.18	.00	1,677.18	
101-1199-441.81-09 PROFESSIONAL SERVICES / HUMAN RIGHTS COMMISSION										
181		02/21 AP		07/30/20	0000000	STOREY KENWORTHY	.25			08/13/20
						STAPLES,PENS				
181		02/21 AP		07/16/20	0000000	STOREY KENWORTHY	2.86			08/13/20

PREPARED 08/13/2020, 12:03:33  
 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											
101-1199-441.81-09 PROFESSIONAL SERVICES / HUMAN RIGHTS COMMISSION							continued				
							COPY PAPER				
181		02/21 AP		07/16/20	0000000		STOREY KENWORTHY	.45			08/13/20
							CLIPS, LETTER OPENERS				
181		02/21 AP		07/09/20	0000000		STOREY KENWORTHY	.17			08/13/20
							CORRECTION TAPE				
							ACCOUNT TOTAL	3.73	.00		3.73
101-2205-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES											
163		02/21 AP		07/30/20	0000000		STOREY KENWORTHY	1.47			08/13/20
							BINDERS				
163		02/21 AP		07/02/20	0000000		STOREY KENWORTHY	4.62			08/13/20
							GEL PENS, HIGHLIGHTERS,				
							POST ITS, BINDER CLIPS				
							ACCOUNT TOTAL	6.09	.00		6.09
101-2205-432.72-19 OPERATING SUPPLIES / PRINTING											
181		02/21 AP		07/16/20	0000000		STOREY KENWORTHY	7.15			08/13/20
							COPY PAPER				
							ACCOUNT TOTAL	7.15	.00		7.15
101-2205-432.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)											
179		01/21 AP		07/06/20	0134946		US BANK	43.12			08/06/20
							TST* URBAN PIE-				
							LUNCH-PLANNER APPLICANT				
179		01/21 AP		07/06/20	0134946		US BANK	278.00			08/06/20
							BLACKHAWK HOTEL				
							HOTEL-PLANNER APPLICANT				
							ACCOUNT TOTAL	321.12	.00		321.12
101-2235-412.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES											
164		02/21 AP		07/28/20	0000000		STOREY KENWORTHY	18.17			08/13/20
							CREDIT CARD ROLLS				
163		02/21 AP		07/27/20	0000000		STOREY KENWORTHY	41.14			08/13/20
							LEGAL PADS, BINDERS,				
							DIVIDERS, SHEET PROTECTORS				
164		02/21 AP		07/14/20	0000000		STOREY KENWORTHY	4.73			08/13/20
							LGL PADS, POST-ITS,				
							PAPER CLIPS				
164		02/21 AP		07/14/20	0000000		STOREY KENWORTHY	16.08			08/13/20
							COPY PAPER				
							ACCOUNT TOTAL	80.12	.00		80.12
101-2235-412.71-07 OFFICE SUPPLIES / CODE ENFORCEMENT SUPPLIES											
163		02/21 AP		08/06/20	0000000		PROFESSIONAL LAWN CARE, LLC	1,330.00			08/13/20

GROUP	PO	ACCTG	----TRANSACTION----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 101 GENERAL FUND									
101-2235-412.71-07 OFFICE SUPPLIES / CODE ENFORCEMENT SUPPLIES						continued			
						CODE ENF.MOW-1304 WALNUT			
163		02/21 AP		08/06/20	0000000	PROFESSIONAL LAWN CARE, LLC	1,710.00		08/13/20
						CODE ENF.MOW-710 13TH ST			
163		02/21 AP		08/05/20	0000000	PROFESSIONAL LAWN CARE, LLC	1,995.00		08/13/20
						CODE ENF.MOW-ME ASSOC.			
163		02/21 AP		08/03/20	0000000	PROFESSIONAL LAWN CARE, LLC	190.00		08/13/20
						CODE ENF.-406 12TH ST			
163		02/21 AP		07/28/20	0000000	PROFESSIONAL LAWN CARE, LLC	95.00		08/13/20
						CODE ENF.MOW-1904 ALDEN			
ACCOUNT TOTAL							5,320.00	.00	5,320.00
101-2235-412.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES									
163		02/21 AP		08/04/20	0000000	COVER-ALL EMBROIDERY, INC.	24.00		08/13/20
						EMBROIDER CAPS			
163		02/21 AP		08/04/20	0000000	COVER-ALL EMBROIDERY, INC.	264.00		08/13/20
						EMBROIDER CAPS			
ACCOUNT TOTAL							288.00	.00	288.00
101-2245-442.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
163		02/21 AP		07/30/20	0000000	STOREY KENWORTHY	5.53		08/13/20
						BINDERS			
163		02/21 AP		07/22/20	0000000	STOREY KENWORTHY	23.51		08/13/20
						STAPLERS, TAPE DISPENSER,			
						SCISSORS			
163		02/21 AP		07/02/20	0000000	STOREY KENWORTHY	17.36		08/13/20
						GEL PENS, HIGHLIGHTERS,			
						POST ITS, BINDER CLIPS			
ACCOUNT TOTAL							46.40	.00	46.40
101-2245-442.72-11 OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES									
179		01/21 AP		07/10/20	0134946	US BANK	95.00		08/06/20
						AMERICAN PLANNING A			
						BOOKS/MAGAZINES			
ACCOUNT TOTAL							95.00	.00	95.00
101-2245-442.72-19 OPERATING SUPPLIES / PRINTING									
181		02/21 AP		07/16/20	0000000	STOREY KENWORTHY	14.30		08/13/20
						COPY PAPER			
ACCOUNT TOTAL							14.30	.00	14.30
101-2245-442.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS									
179		01/21 AP		07/10/20	0134946	US BANK	648.00		08/06/20

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PROGRAM GM360L  
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

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ACCOUNTING PERIOD 12/2020

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-2245-442.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS						continued				
						AMERICAN PLANNING A				
						DUES/MEMBERSHIPS K HOWARD				
179		01/21 AP		07/10/20	0134946	US BANK	99.00		08/06/20	
						AMERICAN PLANNING A				
						DUES/MEMBERSHIP-C SEVY				
179		01/21 AP		07/10/20	0134946	US BANK	99.00		08/06/20	
						AMERICAN PLANNING A				
						DUES/MEMBER-JD ATODARIA				
ACCOUNT TOTAL							846.00	.00	846.00	
101-2253-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
179		01/21 AP		07/10/20	0134946	US BANK	35.00		08/06/20	
						IN *SENSOURCE				
						VEA SAFESPACE SERVICE				
179		01/21 AP		07/10/20	0134946	US BANK	35.00		08/06/20	
						IN *SENSOURCE				
						VEA SAFESPEACE SERVICE				
ACCOUNT TOTAL							70.00	.00	70.00	
101-2253-423.72-30 OPERATING SUPPLIES / DROP IN EQUIP & SUPPLIES										
179		01/21 AP		07/20/20	0134946	US BANK	228.00		08/06/20	
						WAL-MART #0753				
						TELEVISION				
ACCOUNT TOTAL							228.00	.00	228.00	
101-2253-423.72-31 OPERATING SUPPLIES / YOUTH SPORTS/ACTIVE EQUIP										
2255		12/20 AP		03/19/19	0000000	XPRESSIONS	483.60		08/13/20	
						YOUTH SOCCER TSHIRTS				
						SPRING 2019				
179		01/21 AP		07/14/20	0134946	US BANK	49.76		08/06/20	
						WAL-MART #0753				
						TENNIS BALLS				
ACCOUNT TOTAL							533.36	.00	533.36	
101-2253-423.72-32 OPERATING SUPPLIES / ADULT SPORTS SUPPLIES										
206		02/21 AP		07/27/20	0000000	IOWA SPORTS SUPPLY, INC.	195.00		08/13/20	
						SOFTBALL PLAQUES				
ACCOUNT TOTAL							195.00	.00	195.00	
101-2253-423.72-47 OPERATING SUPPLIES / ADULT EXERCISE EQUIP										
2247		12/20 AP		06/25/20	0134946	US BANK	284.00		08/06/20	
						MF ATHLETIC & PERFORM BE				
						MINI EXERCISE BANDS				
179		01/21 AP		07/13/20	0134946	US BANK	430.82		08/06/20	
						GAIAM.COM/SPRI.COM				
						XERTUBES				
ACCOUNT TOTAL							714.82	.00	714.82	

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-2253-423.73-17						OTHER SUPPLIES / POOL CHEMICALS				
206		02/21 AP		07/31/20	0000000	ACCO UNLIMITED CORPORATION	979.00			08/13/20
						POOL CHEMICALS				
						ACCOUNT TOTAL	979.00	.00	979.00	
101-2253-423.86-30 REPAIR & MAINTENANCE / MAINTENANCE & UPKEEP										
179		01/21 AP		07/08/20	0134946	US BANK	13.98			08/06/20
						O DONNELL ACE HARDWARE				
						LIQUID NAILS				
						ACCOUNT TOTAL	13.98	.00	13.98	
101-2253-423.86-31 REPAIR & MAINTENANCE / SWIM POOL REPAIR & MAINT.										
2240		12/20 AP		06/30/20	0000000	NAPA AUTO PARTS	32.37			08/13/20
						NAPA PARTS JUNE 2020				
2247		12/20 AP		06/30/20	0134946	US BANK	492.68			08/06/20
						FASTENAL COMPANY OLIAWAT				
2247		12/20 AP		06/30/20	0134946	US BANK	9.99			08/06/20
						O DONNELL ACE HARDWARE				
2247		12/20 AP		06/29/20	0134946	US BANK	26.76			08/06/20
						O DONNELL ACE HARDWARE				
2247		12/20 AP		06/25/20	0134946	US BANK	29.93			08/06/20
						O DONNELL ACE HARDWARE				
2247		12/20 AP		06/25/20	0134946	US BANK	26.95			08/06/20
						O DONNELL ACE HARDWARE				
2247		12/20 AP		06/24/20	0134946	US BANK	31.50			08/06/20
						WATERLOO TENT AND TARP CO				
2247		12/20 AP		06/24/20	0134946	US BANK	11.68			08/06/20
						O DONNELL ACE HARDWARE				
2247		12/20 AP		06/23/20	0134946	US BANK	15.34			08/06/20
						O DONNELL ACE HARDWARE				
179		01/21 AP		07/15/20	0134946	US BANK	35.98			08/06/20
						FARM & FLT OF CEDAR FLS				
179		01/21 AP		07/14/20	0134946	US BANK	9.72			08/06/20
						WM SUPERCENTER #753				
179		01/21 AP		07/13/20	0134946	US BANK	53.95			08/06/20
						MENARDS CEDAR FALLS IA				
179		01/21 AP		07/13/20	0134946	US BANK	29.99			08/06/20
						O DONNELL ACE HARDWARE				
179		01/21 AP		07/03/20	0134946	US BANK	31.00			08/06/20
						WATERLOO TENT AND TARP CO				
						VINYL GLUE				
						ACCOUNT TOTAL	837.84	.00	837.84	
101-2280-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
188		02/21 AP		07/13/20	0000000	STOREY KENWORTHY	13.82			08/13/20
						WHITE OUT TAPE				

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

ACCOUNT TOTAL 13.82 .00 13.82

101-2280-423.72-70 OPERATING SUPPLIES / CLASSROOM SUPPLIES

2247		12/20 AP		06/30/20	0134946	US BANK	99.05			08/06/20
		DISCOUNTSCH		8006272829		BRUSHES, DRUMS, BANDANAS				
2247		12/20 AP		06/26/20	0134946	US BANK	12.28			08/06/20
		MENARDS CEDAR FALLS IA				SCREENING FOR CAMP KITS				
2247		12/20 AP		06/25/20	0134946	US BANK	33.00			08/06/20
		DOLLAR TREE				EYE MASKS, BOTTLES, JARS				
2247		12/20 AP		06/25/20	0134946	US BANK	51.00			08/06/20
		DOLLARTREE				FRAMES, BOTTLES, JARS				
2247		12/20 AP		06/25/20	0134946	US BANK	101.40			08/06/20
		WM SUPERCENTER #753				KNIFE, DUCKS, PAINTS, BOOKS				
2247		12/20 AP		06/25/20	0134946	US BANK	30.97			08/06/20
		MICHAELS STORES 1246				CRAYONS, BOTTLES FOR CAMP				
2247		12/20 AP		06/25/20	0134946	US BANK	15.84			08/06/20
		CVS/PHARMACY #08538				FILM DEVELOPMENT FOR CAMP				
2247		12/20 AP		06/25/20	0134946	US BANK	14.20			08/06/20
		SP * GENESIS EDUCATION				OWL PELLETS FOR CAMP KITS				
179		01/21 AP		07/16/20	0134946	US BANK	64.42			08/06/20
		WAL-MART #0753				FABRIC, GLITTER, RIBBONS,				
179		01/21 AP		07/09/20	0134946	US BANK	8.00			08/06/20
		DOLLARTREE				MAGNIFYING GLASS, FRAMES				
179		01/21 AP		07/09/20	0134946	US BANK	18.89			08/06/20
		WM SUPERCENTER #753				WATERCOLOR, BOXES, RINGS				
179		01/21 AP		07/09/20	0134946	US BANK	11.91			08/06/20
		MICHAELS STORES 1246				BOTTLES, JARS FOR CAMP				
179		01/21 AP		07/03/20	0134946	US BANK	71.37			08/06/20
		DBC*BLICK ART MATERIAL				TIE DYE MATERIALS FOR				
179		01/21 AP		07/02/20	0134946	US BANK	38.67			08/06/20
		HOBBY-LOBBY #0135				BANDANAS, GLOVES, BALLOONS				

ACCOUNT TOTAL 571.00 .00 571.00

101-2280-423.72-71 OPERATING SUPPLIES / GALLERY SUPPLIES

179		01/21 AP		07/02/20	0134946	US BANK	50.53			08/06/20
		DIAMOND VOGEL PAINT #210				PAINT FOR SOO EXHIBITION				

ACCOUNT TOTAL 50.53 .00 50.53

101-2280-423.72-72 OPERATING SUPPLIES / PRODUCTS FOR RESALE

179		01/21 AP		07/06/20	0134946	US BANK	77.85			08/06/20
		AMAZON.COM*MJ9363GF1				AMY CLAMPITT BOOKS				
179		01/21 AP		07/06/20	0134946	US BANK	51.90			08/06/20
		AMAZON.COM*MJ6SF2X21				AMY CLAMPITT BOOKS				

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-2280-423.72-72 OPERATING SUPPLIES / PRODUCTS FOR RESALE						continued				
ACCOUNT TOTAL							129.75	.00	129.75	
101-2280-423.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										
188		02/21 AP		07/21/20	0000000	IA.DIV.LABOR-BOILER/ELEVATOR	175.00			08/13/20
						AND INSPECTION				
197		01/21 AP		07/14/20	0134762	MAYNARD, LYSNIE		100.00		08/07/20
						ACCOUNT CORRECTION				
197		01/21 AP		06/26/20	0134542	BRUCHER, J DELFS		300.00		08/07/20
						ACCOUNT CORRECTION				
197		01/21 AP		06/26/20	0134645	RUTH, KARLA		250.00		08/07/20
						ACCOUNT CORRECTION				
						CONCERT PERFORMANCE 7/9				
						CONCERT PERFORMANCE 7/16				
ACCOUNT TOTAL							175.00	650.00	475.00-	
101-2280-423.81-61 PROFESSIONAL SERVICES / PROMOTIONS										
179		01/21 AP		07/02/20	0134946	US BANK	12.95			08/06/20
						CANVA* 02738-8372217				
179		01/21 AP		07/02/20	0134946	US BANK	203.40			08/06/20
						DREAMHOST DH-FEE.COM				
						WEBHOSTING				
ACCOUNT TOTAL							216.35	.00	216.35	
101-2280-423.88-21 OUTSIDE AGENCIES / PUBLIC ART COMMITTEE										
188		02/21 AP		07/31/20	0000000	SANDERS PHOTOGRAPHICS INC	711.65			08/13/20
						PUBLIC ART PHOTOGRAPHY				
						& TRAVEL EXPENSE				
ACCOUNT TOTAL							711.65	.00	711.65	
101-2280-423.89-01 MISCELLANEOUS SERVICES / MISCELLANEOUS										
179		01/21 AP		07/14/20	0134946	US BANK	47.16			08/06/20
						FARM & FLT OF CEDAR FLS				
						TRAFFIC SAFETY CONES				
ACCOUNT TOTAL							47.16	.00	47.16	
101-2280-423.93-01 EQUIPMENT / EQUIPMENT										
2247		12/20 AP		06/26/20	0134946	US BANK	566.51			08/06/20
						DISPLAYS2GO				
						PODIUM FOR MAE LATTA				
ACCOUNT TOTAL							566.51	.00	566.51	
101-4511-414.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
181		02/21 AP		07/30/20	0000000	STOREY KENWORTHY	1.00			08/13/20

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-4511-414.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES						continued			
						STAPLES,PENS			
181		02/21 AP		07/16/20	0000000	STOREY KENWORTHY	7.15		08/13/20
						COPY PAPER			
181		02/21 AP		07/16/20	0000000	STOREY KENWORTHY	1.81		08/13/20
						CLIPS,LETTER OPENERS			
181		02/21 AP		07/09/20	0000000	STOREY KENWORTHY	.67		08/13/20
						CORRECTION TAPE			
						ACCOUNT TOTAL	10.63	0.00	10.63
101-4511-414.72-02 OPERATING SUPPLIES / LAUNDRY									
212		02/21 AP		08/10/20	0000000	CITY LAUNDERING CO.	21.00		08/13/20
						TOWELS;MATS-PSS BUILDING			
212		02/21 AP		07/27/20	0000000	CITY LAUNDERING CO.	21.00		08/13/20
						TOWELS;MATS-PSS BUILDING			
						ACCOUNT TOTAL	42.00	0.00	42.00
101-4511-414.72-09 OPERATING SUPPLIES / EQUIPMENT REPAIR									
179		01/21 AP		07/09/20	0134946	US BANK	37.38		08/06/20
						AIR SYSTEMS INTERNATIONA			
						KNOB-AIR CART REPAIR			
						ACCOUNT TOTAL	37.38	0.00	37.38
101-4511-414.73-10 OTHER SUPPLIES / HEADQUARTER SUPPLIES									
212		02/21 AP		08/08/20	0000000	O'DONNELL ACE HARDWARE	3.98		08/13/20
						OUTLET ADAPTERS			
208		02/21 AP		07/28/20	0000000	CINTAS FIRST AID & SAFETY	9.93		08/13/20
						RESTOCK FD FIRST AID KIT			
179		01/21 AP		07/06/20	0134946	US BANK	7.69		08/06/20
						O DONNELL ACE HARDWARE			
						RUST REMOVER-LAUNDRY			
						ACCOUNT TOTAL	21.60	0.00	21.60
101-4511-414.83-06 TRANSPORTATION&EDUCATION / EDUCATION									
2264		12/20 AP		06/09/20	0134552	CEDAR VALLEY AUTO GLASS INC.	210.00		08/13/20
						WINDSHIELD REPAIR PD07			
						TRAINING INCIDENT			
212		02/21 AP		08/08/20	0000000	O'DONNELL ACE HARDWARE	10.69		08/13/20
						PARACORD ROPE-TRNG.PROPS			
212		02/21 AP		08/05/20	0000000	MORGAN, JANE	225.00		08/13/20
						CPR INSTRUCTOR COURSE			
212		02/21 AP		07/28/20	0000000	FIRE SERVICE TRNG. BUREAU	50.00		08/13/20
						1 CERT.FEE-HAZMAT RETEST			
179		01/21 AP		07/20/20	0134946	US BANK	110.00		08/06/20
						KIRKWOOD CONT EDUC			
						REG:FIRE TRNG.-Z.LADAGE			



GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND									
101-4511-414.83-06 TRANSPORTATION&EDUCATION / EDUCATION						continued			
179		01/21 AP		07/20/20	0134946 US BANK	50.00		08/06/20	
		KIRKWOOD CONT EDUC REG:ENG.OPER.-L.SCHMIDT							
179		01/21 AP		07/20/20	0134946 US BANK	70.00		08/06/20	
		KIRKWOOD CONT EDUC REG:FIRE BEHAVIOR-BALTES							
179		01/21 AP		07/16/20	0134946 US BANK	1,299.00		08/06/20	
		PAYPAL *CMC RESCUE REG:ROPE RESCUE-MCNAMARA							
179		01/21 AP		07/10/20	0134946 US BANK	291.55		08/06/20	
		CLARION BOOKS/VIDEOS TRNG.MAT.-READING SMOKE							
179		01/21 AP		07/06/20	0134946 US BANK	105.60		08/06/20	
		FIRE PROTECTION PUB ESSENTIALS OF FF-M.ROSS							
ACCOUNT TOTAL						2,421.84	.00	2,421.84	
101-4511-414.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
212		02/21 AP		07/10/20	0000000 OUTDOOR & MORE	35.20		08/13/20	
		ROPE;SAW REPAIR							
212		02/21 AP		07/10/20	0000000 OUTDOOR & MORE	17.00		08/13/20	
		CHAINSAB REPAIR							
212		02/21 AP		07/10/20	0000000 OUTDOOR & MORE	17.00		08/13/20	
		CHAINSAB REPAIR							
212		02/21 AP		07/10/20	0000000 OUTDOOR & MORE	75.55		08/13/20	
		HIGH OCTANE FUEL-PS BLDG.							
212		02/21 AP		07/01/20	0000000 OUTDOOR & MORE	104.28		08/13/20	
		HIGH OCTANE FUEL-STAT.#1							
ACCOUNT TOTAL						249.03	.00	249.03	
101-4511-414.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE									
179		01/21 AP		07/17/20	0134946 US BANK	279.90		08/06/20	
		LA POLICE GEAR INC UNIFORM ALLOWANCE-BOOTS							
179		01/21 AP		07/13/20	0134946 US BANK	110.95		08/06/20	
		GALLS UNIFORM ALLOWANCE-BOOTS							
ACCOUNT TOTAL						390.85	.00	390.85	
101-4511-414.93-01 EQUIPMENT / EQUIPMENT									
179		01/21 AP		07/20/20	0134946 US BANK	1,278.00		08/06/20	
		PK SAFETY SUPPLY 4-GAS METERS (2) AND							
ACCOUNT TOTAL						1,278.00	.00	1,278.00	
101-5521-415.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
208		02/21 AP		08/04/20	0000000 STOREY KENWORTHY	127.55		08/13/20	
		LEGAL PADS;PENS							
181		02/21 AP		07/16/20	0000000 STOREY KENWORTHY	7.15		08/13/20	

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-5521-415.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES						continued				
COPY PAPER										
179		01/21 AP		07/09/20	0134946	US BANK	135.00			08/06/20
		AMZN MKTP		US*MJ6EJ8MZO		PD CAR PAPER				
ACCOUNT TOTAL							269.70	1.00	269.70	
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
2247		12/20 AP		06/23/20	0134946	US BANK	57.85			08/06/20
FILMTOOLS DVD CASES-200										
212		02/21 AP		08/10/20	0000000	CITY LAUNDERING CO.	21.00			08/13/20
TOWELS;MATS-PSS BUILDING										
208		02/21 AP		08/07/20	0000000	SHRED-IT USA	48.07			08/13/20
ON-SITE DOC. DESTRUCTION TICKET #8060968259										
208		02/21 AP		08/05/20	0000000	AWARDS, GIFTS & ENGRAVING	120.00			08/13/20
AWARDS OF EXCELLENCE-4 POLICE-2019										
208		02/21 AP		08/04/20	0000000	MIRACLE CAR WASH, INC.	11.95			08/13/20
1 PD CAR WASH										
208		02/21 AP		08/03/20	0000000	L & M TRANSMISSION	66.00			08/13/20
TOW & STORE-TAN MAILIBU FFW 149										
208		02/21 AP		08/03/20	0000000	L & M TRANSMISSION	81.00			08/13/20
TOW & STORE-TRAILER SA105										
208		02/21 AP		08/03/20	0000000	L & M TRANSMISSION	69.00			08/13/20
TOW & STORE-PT CRUISER ATS 480										
208		02/21 AP		08/01/20	0000000	THOMSON REUTERS - WEST	277.33			08/13/20
INVESTIGATIVE SOFTWARE 07/01/20-07/31/20										
208		02/21 AP		07/29/20	0000000	GIBSON SPECIALTY CO.	25.50			08/13/20
MAILBOX & LOCKER NAMETAGS KRAMER/CREIGHTON/HAISLET										
208		02/21 AP		07/28/20	0000000	CINTAS FIRST AID & SAFETY	14.52			08/13/20
RESTOCK PD FIRST AID KIT										
212		02/21 AP		07/27/20	0000000	CITY LAUNDERING CO.	21.00			08/13/20
TOWELS;MATS-PSS BUILDING										
208		02/21 AP		07/21/20	0000000	ABC EMBROIDERY, INC.	28.50			08/13/20
NAME TAGS-JOHN KRAMER										
179		01/21 AP		07/17/20	0134946	US BANK	185.04			08/06/20
AMAZON.COM*MJ0EE5UR2 BLANK DVD'S-PD										
179		01/21 AP		07/17/20	0134946	US BANK	59.01			08/06/20
FILMTOOLS DVD CASES-200										
179		01/21 AP		07/10/20	0134946	US BANK	5.50			08/06/20
FAREWAY STORES H20-MISSING PERSON SEARCH										
179		01/21 AP		07/01/20	0134946	US BANK	170.42			08/06/20
MARTIN BROTHERS CEDAR FAL KITCHEN SUPPLIES										
ACCOUNT TOTAL							1,261.69	1.00	1,261.69	
101-5521-415.72-08 OPERATING SUPPLIES / CAMERA & PHOTO EQUIPMENT										
2247		12/20 AP		06/26/20	0134946	US BANK	174.97			08/06/20
SCHEELS CEDAR FALLS TRAIL CAM/SIM CARD;BATT.										

PREPARED 08/13/2020, 12:03:33  
 PROGRAM GM360L  
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

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 ACCOUNTING PERIOD 12/2020

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-5521-415.72-08 OPERATING SUPPLIES / CAMERA & PHOTO EQUIPMENT <span style="float:right">continued</span>										
ACCOUNT TOTAL							174.97	.00	174.97	
101-5521-415.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT										
208		02/21 AP		07/30/20	0000000	ENTENMANN-ROVIN CO.	797.40			08/13/20
						P.O. BADGES #171-176 &130				
						130-GERZEMA REPLACEMENT				
179		01/21 AP		07/10/20	0134946	US BANK	299.88			08/06/20
						THE PUBLIC SAFETY STOR				
						PUBLIC SAFETY VESTS				
ACCOUNT TOTAL							1,097.28	.00	1,097.28	
101-5521-415.72-24 OPERATING SUPPLIES / AMMUNITION										
208		02/21 AP		08/03/20	0000000	SUNSENT LAW ENFORCEMENT	4,564.00			08/13/20
						SNIPER AMMUNITION				
						HORNADY 168GR. A-MAX TAP				
179		01/21 AP		07/13/20	0134946	US BANK	39.96			08/06/20
						SCHHEELS CEDAR FALLS				
						AMMO-FIREARMS INST.SCHOOL				
ACCOUNT TOTAL							4,603.96	.00	4,603.96	
101-5521-415.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS										
208		02/21 AP		08/10/20	0000000	SECRETARY, STATE OF IOWA	30.00			08/13/20
						RENEW NOTARY-D. O'NEILL				
208		02/21 AP		08/04/20	0000000	SECRETARY, STATE OF IOWA	30.00			08/13/20
						RENEW NOTARY-DAN BROWN				
ACCOUNT TOTAL							60.00	.00	60.00	
101-5521-415.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
2247		12/20 AP		06/29/20	0134946	US BANK	8.29			08/06/20
						SUBWAY				
						00356345				
179		01/21 AP		07/14/20	0134946	US BANK	148.00			08/06/20
						IA PUBLIC DEF TRAINING				
						HTL-SOBRIETY INST-HANCOCK				
ACCOUNT TOTAL							156.29	.00	156.29	
101-5521-415.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
208		02/21 AP		08/11/20	0000000	HAWKEYE COMMUNITY COLLEGE-CF	4,995.00			08/13/20
						BASIC LEVEL II ACADEMY				
						M.ROSS;08/17-10/23/20				
208		02/21 AP		08/05/20	0000000	UNIV.OF IOWA HOSPITALS-CLINIC	8.00			08/13/20
						BLS HEALTHCARE CARDS-1				
						MAXTON ROSS				
212		02/21 AP		08/05/20	0000000	MORGAN, JANE	75.00			08/13/20
						CPR INSTRUCTOR COURSE				
208		02/21 AP		07/22/20	0000000	UNIV.OF IOWA HOSPITALS-CLINIC	64.00			08/13/20
						BLS HEALTHCARE CARDS-8				

GROUP	PO	ACCTG	---TRANSACTION---				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 101 GENERAL FUND									
101-5521-415.83-06						TRANSPORTATION&EDUCATION / EDUCATION	continued		
179		01/21	AP	07/16/20	0134946	US BANK	265.00		08/06/20
						PAYPAL *NTOA			
179		01/21	AP	07/07/20	0134946	US BANK	695.00		08/06/20
						FBI LEEDA INC			
179		01/21	AP	07/02/20	0134946	US BANK	250.00		08/06/20
						GLOCK PROFESSIONAL INC			
						REG:ARMORER'S COURSE			
						ACCOUNT TOTAL	6,352.00	.00	6,352.00
101-5521-415.86-05 REPAIR & MAINTENANCE / EQUIPMENT REPAIRS									
208		02/21	AP	08/06/20	0000000	INTOXIMETERS INC.	295.00		08/13/20
						PBT REPAIRS			
						ACCOUNT TOTAL	295.00	.00	295.00
101-5521-415.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE									
208		02/21	AP	08/03/20	0000000	SANDEE'S LIMITED	816.00		08/13/20
						HONOR GUARD UNIFORM ADDS			
						ACCOUNT TOTAL	816.00	.00	816.00
101-6613-433.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
2240		12/20	AP	06/30/20	0000000	NAPA AUTO PARTS	113.93		08/13/20
						NAPA PARTS JUNE 2020			
						ACCOUNT TOTAL	113.93	.00	113.93
101-6613-433.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS									
2253		12/20	AP	06/17/20	0134656	STICKFORT ELECTRIC CO., INC.	1,787.00		08/06/20
						WIRED UP NEW FUEL TANKS			
						AT GREENWOOD CEMETERY			
2253		12/20	AP	06/02/20	0134435	DICK'S PETROLEUM COMPANY	9,318.00		08/06/20
						2 TANKS @GREENWOOD CEM.			
						ACCOUNT TOTAL	11,105.00	.00	11,105.00
101-6616-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
2240		12/20	AP	06/30/20	0000000	NAPA AUTO PARTS	406.96		08/13/20
						NAPA PARTS JUNE 2020			
2253		12/20	AP	02/27/20	0133785	MARTIN BROS.DISTRIBUTING		74.70	08/06/20
						REMOVE PROJECT CODE			
						PROJECT#: 012020			
2253		12/20	AP	02/27/20	0133785	MARTIN BROS.DISTRIBUTING	74.70		08/06/20
						DISINFECTANT			
2253		12/20	AP	02/20/20	0133785	MARTIN BROS.DISTRIBUTING		70.72	08/06/20

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-6616-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES						continued				
REMOVE PROJECT CODE						SANITIZER				
PROJECT#:		012020								
2253		12/20 AP		02/20/20	0133785	MARTIN BROS.DISTRIBUTING	70.72			08/06/20
						SANITIZER				
152		02/21 AP		07/30/20	0000000	MARTIN BROS.DISTRIBUTING	290.87			08/13/20
						TOWELS, TISSUES, SANITIZER				
PROJECT#:		062501								
152		02/21 AP		07/30/20	0000000	MARTIN BROS.DISTRIBUTING	74.08			08/13/20
						TOWELS, TISSUES, SANITIZER				
PROJECT#:		062506								
152		02/21 AP		07/30/20	0000000	MARTIN BROS.DISTRIBUTING	141.44			08/13/20
						TOWELS, TISSUES, SANITIZER				
PROJECT#:		062507								
135		02/21 AP		07/23/20	0000000	MARTIN BROS.DISTRIBUTING	156.80			08/13/20
						TOWELS, TISSUES, LINERS,				
						SANITIZER, CLEANERS				
PROJECT#:		062501								
135		02/21 AP		07/23/20	0000000	MARTIN BROS.DISTRIBUTING	70.72			08/13/20
						TOWELS, TISSUES, LINERS,				
						SANITIZER, CLEANERS				
PROJECT#:		062503								
135		02/21 AP		07/23/20	0000000	MARTIN BROS.DISTRIBUTING	130.82			08/13/20
						TOWELS, TISSUES, LINERS,				
						SANITIZER, CLEANERS				
PROJECT#:		062507								
135		02/21 AP		07/23/20	0000000	MARTIN BROS.DISTRIBUTING	251.23			08/13/20
						TOWELS, TISSUES, LINERS,				
						SANITIZER, CLEANERS				
PROJECT#:		062511								
135		02/21 AP		07/22/20	0000000	O'DONNELL ACE HARDWARE	12.38			08/13/20
						DOOR STOPS				
PROJECT#:		062511								
152		02/21 AP		07/22/20	0000000	ECHO GROUP, INC.	462.60			08/13/20
						LIGHT BULBS				
PROJECT#:		062505								
152		02/21 AP		07/22/20	0000000	ECHO GROUP, INC.	325.20			08/13/20
						LIGHT BULBS				
PROJECT#:		062503								
152		02/21 AP		07/22/20	0000000	ECHO GROUP, INC.	79.70			08/13/20
						LABEL CARTRIDGE				
PROJECT#:		062507								
135		02/21 AP		07/20/20	0000000	MENARDS-CEDAR FALLS	23.98			08/13/20
						LIGHT BULBS				
PROJECT#:		062509								
135		02/21 AP		07/17/20	0000000	IOWA PRISON INDUSTRIES	242.35			08/13/20
						FILTERS				
PROJECT#:		062501								
ACCOUNT TOTAL							2,814.55	145.42	2,669.13	
101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR										
135		02/21 AP		07/23/20	0000000	O'DONNELL ACE HARDWARE	6.30			08/13/20

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR						continued				
LIGHT REPAIR										
PROJECT#:		062507								
152		02/21 AP		07/20/20	0000000	ECHO GROUP, INC.	85.86			08/13/20
BATTERY-EMERGENCY LIGHTS										
PROJECT#:		062509								
135		02/21 AP		07/15/20	0000000	PLUMB SUPPLY COMPANY, LLC	11.14			08/13/20
ROOF DRAIN REPAIR										
PROJECT#:		062507								
179		01/21 AP		07/15/20	0134946	US BANK	73.59			08/06/20
SP * 1800CEILING										
PROJECT#:		062506				LEAK DIVERTER				
ACCOUNT TOTAL							176.89	.00		176.89
101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS										
211		02/21 AP		07/30/20	0000000	CITY LAUNDERING CO.	40.00			08/13/20
MAT SERVICE										
PROJECT#:		062506								
152		02/21 AP		07/28/20	0000000	CITY LAUNDERING CO.	20.00			08/13/20
MAT SERVICE										
PROJECT#:		062501								
211		02/21 AP		07/28/20	0000000	PLUMB TECH INC.	94.80			08/13/20
REMOVE ABANDONED BACKFLOW										
PROJECT#:		062511								
135		02/21 AP		07/21/20	0000000	WOODMAN CONTROLS COMPANY	513.20			08/13/20
HVAC REPAIR										
PROJECT#:		062501								
197		01/21 AP		07/14/20	0134867	HARRIS CLEANING SERVICE, INC.		350.00		08/07/20
ACCOUNT CORRECTION										
COVID CLEANING 062501										
PROJECT#:		012020								
197		01/21 AP		07/06/20	0134741	HARRIS CLEANING SERVICE, INC.		437.50		08/07/20
ACCOUNT CORRECTION										
AIR CLEANER RENTAL COVID										
PROJECT#:		012020								
ACCOUNT TOTAL							668.00	787.50		119.50-
101-6625-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
164		02/21 AP		07/28/20	0000000	STOREY KENWORTHY	23.92			08/13/20
CREDIT CARD ROLLS										
163		02/21 AP		07/27/20	0000000	STOREY KENWORTHY	2.90			08/13/20
LEGAL PADS										
164		02/21 AP		07/14/20	0000000	STOREY KENWORTHY	6.22			08/13/20
LGL PADS, POST-ITS,										
PAPER CLIPS										
164		02/21 AP		07/14/20	0000000	STOREY KENWORTHY	16.08			08/13/20
COPY PAPER										
ACCOUNT TOTAL							49.12	.00		49.12

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-6625-432	72-17	OPERATING SUPPLIES / UNIFORMS								
223		02/21	AP	07/30/20	0000000	SERVICEWEAR APPAREL, INC.	85.70			08/13/20
		CAPS & BEANIES								
223		02/21	AP	07/30/20	0000000	SERVICEWEAR APPAREL, INC.	92.60			08/13/20
		CAPS								
ACCOUNT TOTAL							178.30	.00		178.30
101-6625-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										
2256		12/20	AP	07/13/20	0000000	AECOM TECHNICAL SERVICES, INC	1,839.02			08/13/20
		3139-2017 SURVEY SERVICES ALGONQUIN SURVEY								
PROJECT#:		023139								
ACCOUNT TOTAL							1,839.02	.00		1,839.02
101-6625-432.81-44 PROFESSIONAL SERVICES / USGS RIVER GAUGE										
223		02/21	AP	07/22/20	0000000	MIDAMERICAN ENERGY	10.42			08/13/20
		FINCHFORD RIVER GAUGE 06/23/20-07/22/20								
ACCOUNT TOTAL							10.42	.00		10.42
101-6625-432.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS										
152		02/21	AP	07/22/20	0000000	AMERICAN PUBLIC WORKS ASSOC.	43.75			08/13/20
		ADD A MEMBER FEE								
152		02/21	AP	07/08/20	0000000	AMERICAN PUBLIC WORKS ASSOC.	680.00			08/13/20
		MEMBERSHIP ARMSTRONG CLAYPOOL, TOLAN, WICKE								
152		02/21	AP	07/08/20	0000000	AMERICAN PUBLIC WORKS ASSOC.	142.50			08/13/20
		MEMBERSHIP FITCH								
ACCOUNT TOTAL							866.25	.00		866.25
101-6633-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
2240		12/20	AP	06/30/20	0000000	NAPA AUTO PARTS	144.47			08/13/20
		NAPA PARTS JUNE 2020								
2247		12/20	AP	06/30/20	0134946	US BANK	294.95			08/06/20
		SHERRILLTREE ARBORIST SAFETY HELMET								
181		02/21	AP	08/03/20	0000000	THOMPSON SHOES	131.75			08/13/20
		SAFETY SHOES-K ARMSTRONG P.O. 56513								
211		02/21	AP	07/31/20	0000000	O'DONNELL ACE HARDWARE	11.34			08/13/20
		PLUMBLING PARTS								
152		02/21	AP	07/30/20	0000000	O'DONNELL ACE HARDWARE	17.38			08/13/20
		QUICK CONNECTS								
135		02/21	AP	07/22/20	0000000	ECHO GROUP, INC.	332.00			08/13/20
		ELECTRICAL WIRING VETS PARK								
ACCOUNT TOTAL							931.89	.00		931.89

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
FUND TOTAL							59,490.60	1,582.92	57,907.68	
FUND 203 TAX INCREMENT FINANCING										
FUND 206 STREET CONSTRUCTION FUND										
206-6637-436.72-16 OPERATING SUPPLIES / TOOLS										
211		02/21 AP		07/28/20	0000000	CAMPBELL SUPPLY WATERLOO	439.99			08/13/20
						CONCRETE VIBRATION				
135		02/21 AP		07/22/20	0000000	CAMPBELL SUPPLY WATERLOO	399.00			08/13/20
						IMPACT DRIVER FOR 232				
						UTILITY TRUCK				
135		02/21 AP		07/20/20	0000000	CAMPBELL SUPPLY WATERLOO	76.48			08/13/20
						PRYBAR-232 UTILITY TRUCK				
ACCOUNT TOTAL							915.47	.00	915.47	
206-6637-436.72-17 OPERATING SUPPLIES / UNIFORMS										
2247		12/20 AP		06/25/20	0134946	US BANK	50.73			08/06/20
						AMERICAN SAFETY				
						SAFETY SHIRTS				
ACCOUNT TOTAL							50.73	.00	50.73	
206-6637-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES										
181		02/21 AP		08/03/20	0000000	THOMPSON SHOES	160.00			08/13/20
						SAFETY SHOES-J TEGTMEIER				
						P.O. 56509				
181		02/21 AP		08/01/20	0000000	BROWN'S SHOE FIT	155.00			08/13/20
						SAFETY SHOES-T HALLMAN				
						PO 56507				
181		02/21 AP		08/01/20	0000000	BROWN'S SHOE FIT	120.00			08/13/20
						SAFETY SHOES-M SOPPE				
						PO 56504				
181		02/21 AP		08/01/20	0000000	BROWN'S SHOE FIT	160.00			08/13/20
						SAFETY SHOES-A BURG				
						PO 56510				
ACCOUNT TOTAL							595.00	.00	595.00	
206-6637-436.73-32 OTHER SUPPLIES / STREETS										
2240		12/20 AP		06/30/20	0000000	NAPA AUTO PARTS	22.82			08/13/20
						NAPA PARTS JUNE 2020				
135		02/21 AP		07/29/20	0000000	BUILDERS SELECT LLC	20.84			08/13/20
						LUMBER FOR FORMS				
211		02/21 AP		07/28/20	0000000	BENTON'S READY MIX CONCRETE,	595.00			08/13/20
						CONCRETE FOR WATERLOO RD				
						PATCH				
211		02/21 AP		07/25/20	0000000	ASPRO, INC.	248.93			08/13/20
						CSS-1H TACK FOR PROPATCH				
211		02/21 AP		07/25/20	0000000	ASPRO, INC.	3,055.36			08/13/20
						HMA FOR PATCHING STREET				
						REPAIRS				
211		02/21 AP		07/24/20	0000000	BMC AGGREGATES L.C.	1,083.45			08/13/20
						ROCK FOR FUTURE PROJECTS				
152		02/21 AP		07/22/20	0000000	BENTON'S READY MIX CONCRETE,	317.25			08/13/20



ACCOUNT ACTIVITY LISTING

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 206 STREET CONSTRUCTION FUND										
206-6637-436.73-32 OTHER SUPPLIES / STREETS						continued				
						CONCRETE-HUNTER DR.CURB REPLACEMENT				
152		02/21 AP		07/20/20	0000000	BENTON'S READY MIX CONCRETE, SIDEWALK	317.25			08/13/20
135		02/21 AP		07/16/20	0000000	STETSON BUILDING PRODUCTS LLC CROSSING 18TH & MAIN	62.52			08/13/20
						ACCOUNT TOTAL	5,723.42	.00		5,723.42
206-6637-436.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS										
152		02/21 AP		07/08/20	0000000	AMERICAN PUBLIC WORKS ASSOC. SCHRAGE	510.00			08/13/20
						ACCOUNT TOTAL	510.00	.00		510.00
206-6647-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
2240		12/20 AP		06/30/20	0000000	NAPA AUTO PARTS	139.21			08/13/20
135		02/21 AP		07/21/20	0000000	ECHO GROUP, INC.	280.56			08/13/20
135		02/21 AP		07/17/20	0000000	ECHO GROUP, INC.	114.04			08/13/20
135		02/21 AP		07/16/20	0000000	ECHO GROUP, INC.	148.78			08/13/20
						ACCOUNT TOTAL	682.59	.00		682.59
206-6647-436.72-16 OPERATING SUPPLIES / TOOLS										
135		02/21 AP		07/27/20	0000000	O'DONNELL ACE HARDWARE TOOLS	46.66			08/13/20
						ACCOUNT TOTAL	46.66	.00		46.66
206-6647-436.73-25 OTHER SUPPLIES / TRAFFIC SIGNS										
135		02/21 AP		07/16/20	0000000	IOWA PRISON INDUSTRIES SIGNS	263.34			08/13/20
						ACCOUNT TOTAL	263.34	.00		263.34
206-6647-436.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS										
152		02/21 AP		07/08/20	0000000	AMERICAN PUBLIC WORKS ASSOC. MEMBERSHIP LUKEHART	170.00			08/13/20
						ACCOUNT TOTAL	170.00	.00		170.00

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 206 STREET CONSTRUCTION FUND										
206-6647-436.92-01						STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS				
2258		12/20 AP		06/24/20	00000000	MOBOTREX, INC	2,474.00			08/13/20
						TRAFFIC SIGNAL STOCK PARTS				
211		02/21 AP		07/09/20	00000000	MOBOTREX, INC	3,660.00			08/13/20
						PRE-EMPTION SENSORS				
						ACCOUNT TOTAL	6,134.00	0.00	6,134.00	
						FUND TOTAL	15,091.21	0.00	15,091.21	
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				
163		02/21 AP		07/30/20	00000000	STOREY KENWORTHY	26.79			08/13/20
						ENVELOPES				
						ACCOUNT TOTAL	26.79	0.00	26.79	
217-2214-432.93-01						EQUIPMENT / EQUIPMENT				
221		02/21 AP		08/04/20	00000000	CDW GOVERNMENT, INC.	2,140.00			08/13/20
						LAPTOPS & DOCKING STATION SECTION 8 USERS				
						PROJECT#: 022344				
						ACCOUNT TOTAL	2,140.00	0.00	2,140.00	
						FUND TOTAL	2,166.79	0.00	2,166.79	
FUND 223 COMMUNITY BLOCK GRANT										
223-2224-432.72-19						OPERATING SUPPLIES / PRINTING				
163		02/21 AP		07/22/20	00000000	COURIER LEGAL COMMUNICATIONS	31.19			08/13/20
						REQUEST FOR PROPOSALS CDBG-CARES FY21				
						PROJECT#: 022351				
181		02/21 AP		07/16/20	00000000	STOREY KENWORTHY	3.57			08/13/20
						COPY PAPER				
						ACCOUNT TOTAL	34.76	0.00	34.76	
						FUND TOTAL	34.76	0.00	34.76	

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 224 TRUST & AGENCY										
FUND 242 STREET REPAIR FUND										
242-1240-431.92-44						STRUCTURE IMPROV & BLDGS / STREET RECONSTRUCTION				
2256		12/20 AP		07/16/20	0000000	PETERSON CONTRACTORS	245,366.65			08/13/20
						3141-2018 STREET CONST. RETAINAGE				
PROJECT#:					023141					
164		02/21 AP		08/06/20	0000000	PETERSON CONTRACTORS	351,987.11			08/13/20
						3185-2020 STREET CONST.				
PROJECT#:					023185					
164		02/21 AP		07/31/20	0000000	PETERSON CONTRACTORS	6,734.95			08/13/20
						3153-2019 STREET CONST.				
PROJECT#:					023153					
						ACCOUNT TOTAL	604,088.71	.00	604,088.71	
242-1240-431.92-51 STRUCTURE IMPROV & BLDGS / SEAL COAT PROGRAM										
164		02/21 AP		08/01/20	0000000	QUESTCDN	150.00			08/13/20
						3234-2020 SEAL COAT 07/14/20-10 BIDS				
PROJECT#:					023234					
						ACCOUNT TOTAL	150.00	.00	150.00	
242-1240-431.92-91 STRUCTURE IMPROV & BLDGS / 12TH ST. RECONSTRUCTION										
164		02/21 AP		08/07/20	0000000	PETERSON CONTRACTORS	52,735.93			08/13/20
						3196-12TH ST.RECONSTRUCT.				
PROJECT#:					023196					
164		02/21 AP		07/17/20	0000000	PETERSON CONTRACTORS	96,750.68			08/13/20
						3196-12TH ST.RECONSTRUCT.				
PROJECT#:					023196					
						ACCOUNT TOTAL	149,486.61	.00	149,486.61	
242-1240-431.95-16 BOND FUND PROJECTS / UNIVERSITY AVENUE										
2262		12/20 AP		05/15/20	0000000	WATERLOO, CITY OF	120,484.06			08/13/20
						UNIV AVE PH II JOINT PROJ PAY ESTIMATES 1-21				
						ACCOUNT TOTAL	120,484.06	.00	120,484.06	
						FUND TOTAL	874,209.38	.00	874,209.38	
FUND 254 CABLE TV FUND										
254-1088-431.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
181		02/21 AP		07/30/20	0000000	STOREY KENWORTHY	.50			08/13/20
						STAPLES,PENS				
179		01/21 AP		07/20/20	0134946	US BANK	139.98			08/06/20
						AMAZON.COM*MV0B59482 SDXC UHS-II/U3 CARDS				

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FUND 254 CABLE TV FUND										
254-1088-431.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES						continued				
179		01/21 AP		07/16/20	0134946	US BANK	29.74		08/06/20	
181		AMZN MKTP		02/21 AP	07/16/20 0000000	1080P WEBCAM STOREY KENWORTHY	3.57		08/13/20	
181		COPY PAPER		02/21 AP	07/16/20 0000000	STOREY KENWORTHY	.90		08/13/20	
181		CLIPS,LETTER OPENERS		02/21 AP	07/09/20 0000000	STOREY KENWORTHY	.34		08/13/20	
		CORRECTION TAPE								
ACCOUNT TOTAL							175.03	0.00	175.03	
254-1088-431.73-01 OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES										
179		01/21 AP		07/17/20	0134946	US BANK	9.00		08/06/20	
		FLEET FARM				CSTORE 5610 CAR WASH-CV01-EXPLORER				
ACCOUNT TOTAL							9.00	0.00	9.00	
254-1088-431.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
2247		12/20 AP		06/29/20	0134946	US BANK	34.10		08/06/20	
2247		RAISING CANES 12		12/20 AP	06/25/20 0134946	US BANK MEALS:PROD.CREW-CF BBALL	42.96		08/06/20	
		SUB CITY ON THE HILL				MEALS:CREW CF BBALL				
ACCOUNT TOTAL							77.06	0.00	77.06	
254-1088-431.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
181		02/21 AP		07/31/20	0000000	CLARK WIRE & CABLE, INC.	566.53		08/13/20	
		X-CCT-REPAIR								
ACCOUNT TOTAL							566.53	0.00	566.53	
254-1088-431.89-18 MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING										
2247		12/20 AP		06/25/20	0134946	US BANK	9.78		08/06/20	
2247		CASEYS GEN STORE 3045		12/20 AP	06/24/20 0134946	US BANK WATER AND ICE	149.00		08/06/20	
		VIDEObLOCKS 888.353.1410				ANNUAL SUBSC.MBRSHp LIBRA				
ACCOUNT TOTAL							158.78	0.00	158.78	
254-1088-431.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS										
2247		12/20 AP		06/29/20	0134946	US BANK	1,619.28		08/06/20	
2247		THERMODYNE INTERNATNL		12/20 AP	06/25/20 0134946	US BANK CAMERA, CASE, HARDWARE	72.23		08/06/20	
		B&H PHOTO 800-606-6969				ADAPTERS, CABLES, CLAMPS				

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 254 CABLE TV FUND										
254-1088-431.92-01						STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS				
2247		12/20 AP		06/24/20	0134946	US BANK	32.89			08/06/20
						AMZN MKTP US*MS8XD5MY2				
179		01/21 AP		07/08/20	0134946	US BANK	458.00			08/06/20
						AMZN MKTP US*MJ2P24VB0				
						32" FHD IPS MONITOR				
						ACCOUNT TOTAL	2,182.40	.00	2,182.40	
						FUND TOTAL	3,168.80	.00	3,168.80	
FUND 258 PARKING FUND										
258-5531-435.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
181		02/21 AP		07/16/20	0000000	STOREY KENWORTHY	7.15			08/13/20
						COPY PAPER				
						ACCOUNT TOTAL	7.15	.00	7.15	
258-5531-435.81-48 PROFESSIONAL SERVICES / CONTRACT SERVICES										
181		02/21 AP		07/31/20	0000000	IPS GROUP, INC	175.00			08/13/20
						GATEWAY FEE (7)PAYSTATION				AUGUST 2020
						ACCOUNT TOTAL	175.00	.00	175.00	
						FUND TOTAL	182.15	.00	182.15	
FUND 261 TOURISM & VISITORS										
261-2291-423.73-52						OTHER SUPPLIES / BROCHURES & PUBLICATIONS				
214		02/21 AP		07/31/20	0000000	SANDERS PHOTOGRAPHICS INC	973.60			08/13/20
						PHOTOGRAPHY/VARIOUS CF				LOCATIONS JULY 2020
						ACCOUNT TOTAL	973.60	.00	973.60	
261-2291-423.73-53 OTHER SUPPLIES / INTERNET DESIGN										
2259		12/20 AP		08/05/20	0000000	EXPERIENCE WATERLOO	375.00			08/13/20
						UPDATES TO CV365				
						ACCOUNT TOTAL	375.00	.00	375.00	
261-2291-423.73-55 OTHER SUPPLIES / MEDIA										
2259		12/20 AP		07/21/20	0000000	IOWA PUBLIC TELEVISION FOUNDA	1,875.00			08/13/20
						UNDERWRITING 2 PROGRAMS				BEGINNING MAY 20 2020
						ACCOUNT TOTAL	1,875.00	.00	1,875.00	

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 261 TOURISM & VISITORS									
261-2291-423.83-04						TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS			
179		01/21 AP		07/03/20	0134946	US BANK	130.00		08/06/20
						IOWA SOCIETY OF ASSOCIATI			
						FY21 ANNUAL MEMBERSHIP			
						ACCOUNT TOTAL	130.00	0.00	130.00
261-2291-423.83-06 TRANSPORTATION&EDUCATION / EDUCATION									
179		01/21 AP		07/14/20	0134946	US BANK	15.00		08/06/20
						IA CULTURAL AFFAIRS			
						IA ARTS SUMMIT-VIRTUAL			
						ACCOUNT TOTAL	15.00	0.00	15.00
261-2291-423.85-20 UTILITIES / INTERNET SERVICE									
214		02/21 AP		08/05/20	0000000	EXPERIENCE WATERLOO	6,939.14		08/13/20
						ANNUAL WEBSITE SUBSCRIPT			
						ACCOUNT TOTAL	6,939.14	0.00	6,939.14
261-2291-423.85-23 UTILITIES / BUILDING MAINTENANCE									
214		02/21 AP		07/30/20	0000000	CITY LAUNDERING CO.	10.00		08/13/20
						MAT SERVICE			
						ACCOUNT TOTAL	10.00	0.00	10.00
						FUND TOTAL	10,317.74	0.00	10,317.74
FUND 262 SENIOR SERVICES & COMM CT									
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									
296-6623-423.92-01						STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS			
2253		12/20 AP		06/17/20	0134656	STICKFORT ELECTRIC CO., INC.		2,681.00	08/06/20
						ACCOUNT CORRECTION			
						WIRED UP NEW FUEL TANKS			
2253		12/20 AP		06/17/20	0134656	STICKFORT ELECTRIC CO., INC.	894.00		08/06/20
						WIRED UP NEW FUEL TANK			
						AT GOLF PRO SHOP			
2253		12/20 AP		06/02/20	0134435	DICK'S PETROLEUM COMPANY		14,005.00	08/06/20
						ACCOUNT CORRECTION			
						FUEL TANKS @CEMETERY AND			
2253		12/20 AP		06/02/20	0134435	DICK'S PETROLEUM COMPANY	4,687.00		08/06/20
						FUEL TANK @GOLF PRO SHOP			
2253		12/20 AP		03/04/20	0133750	DICK'S PETROLEUM COMPANY		4,965.00	08/06/20
						ACCOUNT CORRECTION			
						FUEL SYSTEM UPGRADE SOFT.			
						ACCOUNT TOTAL	5,581.00	21,651.00	16,070.00-

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FUND 296 GOLF CAPITAL										
FUND TOTAL							5,581.00	21,651.00	16,070.00-	
FUND 297 REC FACILITIES CAPITAL										
297-2253-423	206	02/21	AP	07/31/20	0000000	STRUCTURE IMPROV & BLDGS / INVISION ARCHITECTURE	900.00			08/13/20
	163	02/21	AP	07/30/20	0000000	LOCKER ROOM UPGRADE FEES FAILOR HURLEY CONSTRUCTION	58,840.15			08/13/20
						3236-REC LOCKER ROOM UPG. #3				
						PROJECT#: 023236				
ACCOUNT TOTAL							59,740.15	4.00	59,740.15	
FUND TOTAL							59,740.15	4.00	59,740.15	
FUND 298 HEARST CAPITAL										
FUND 311 DEBT SERVICE FUND										
FUND 402 WASHINGTON PARK FUND										
FUND 404 FEMA										
404-1220-431	2240	12/20	AP	06/30/20	0000000	MISCELLANEOUS SERVICES / COVID-19 PUB HEALTH EMERG NAPA AUTO PARTS	775.30			08/13/20
						NAPA PARTS JUNE 2020 COVID				
						PROJECT#: 012020				
2247		12/20	AP	06/29/20	0134946	US BANK	21.54			08/06/20
						AMAZON.COM*MJ8PM7FZ1 HAND SANITIZER DISPENSER				
						PROJECT#: 012020				
2248		12/20	AP	06/29/20	0134946	US BANK	45.61			08/06/20
						AMAZON.COM*MS7GQ0SW2 AMZN PURELL DISINFECTING WIPES				
						PROJECT#: 012020				
2248		12/20	AP	06/29/20	0134946	US BANK	47.55			08/06/20
						AMAZON.COM*MS7DX1K10 PURELL DISINFECTING WIPES				
						PROJECT#: 012020				
2248		12/20	AP	06/25/20	0134946	US BANK	101.97			08/06/20
						AMZN MKTP US*MS00H4KA1 FACE SHIELDS				
						PROJECT#: 012020				
152		02/21	AP	07/21/20	0000000	HOTSY EQUIPMENT COMPANY	699.00			08/13/20
						ELECTROSTATIC SPRAYER 062511				
						PROJECT#: 012020				
180		01/21	AP	07/17/20	0134946	US BANK	103.84			08/06/20
						AMZN MKTP US*MV0UW3FW0 RAINCOATS				
						PROJECT#: 012020				
180		01/21	AP	07/17/20	0134946	US BANK	38.94			08/06/20
						AMZN MKTP US*MJ2EH3UG2 RAINCOATS				
						PROJECT#: 012020				
180		01/21	AP	07/16/20	0134946	US BANK	19.98			08/06/20
						AMZN MKTP US*MJ2YL7UY2 THEROMOMETER PROBE COVERS				
						PROJECT#: 012020				
181		02/21	AP	07/14/20	0000000	STOREY KENWORTHY	302.40			08/13/20

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FUND 404 FEMA										
404-1220-431.89-80 MISCELLANEOUS SERVICES / COVID-19 PUB HEALTH EMERG						continued				
FACE MASKS										
PROJECT#:	012020									
197	01/21 AP	07/14/20	0134867		HARRIS CLEANING SERVICE, INC.	350.00			08/07/20	
COVID CLEANING 062501										
PROJECT#:	012020									
180	01/21 AP	07/13/20	0134946		US BANK	77.88			08/06/20	
AMZN MKTP US*MJ7PL6200 RAINCOATS										
PROJECT#:	012020									
180	01/21 AP	07/13/20	0134946		US BANK		10.68		08/06/20	
WAL-MART #0753 SE2 REFUND FOR CLOROX WIPES										
PROJECT#:	012020									
180	01/21 AP	07/13/20	0134946		US BANK	10.68			08/06/20	
WM SUPERCENTER #753 CLOROX WIPES										
PROJECT#:	012020									
180	01/21 AP	07/13/20	0134946		US BANK	9.98			08/06/20	
WM SUPERCENTER #753 CLOROX WIPES										
PROJECT#:	012020									
179	01/21 AP	07/07/20	0134946		US BANK	262.80			08/06/20	
AMAZON.COM*MJ50V4JB2 AMZN EAR THERMOMETER COVERS										
PROJECT#:	012020									
197	01/21 AP	07/06/20	0134741		HARRIS CLEANING SERVICE, INC.	437.50			08/07/20	
AIR CLEANER RENTAL COVID 062507										
PROJECT#:	012020									
179	01/21 AP	07/03/20	0134946		US BANK	113.98			08/06/20	
AMZN MKTP US*MJ4NT84L2 FOREHEAD THERMOMETERS										
PROJECT#:	012020									
179	01/21 AP	07/03/20	0134946		US BANK	287.38			08/06/20	
AMZN MKTP US*MJ3YY1FR2 PPE COVID 062506										
PROJECT#:	012020									
ACCOUNT TOTAL							3,706.33	10.68	3,695.65	
404-1220-431.95-86 BOND FUND PROJECTS / CENTER STREET STREETScape										
2262	12/20 AP	08/06/20	0000000		FOTH INFRASTRUCTURE & ENVIRON	28,041.90			08/13/20	
3206-CENTER ST.COR.STRSCP SERVICES THRU 06/30/20										
PROJECT#:	023206									
ACCOUNT TOTAL							28,041.90	.00	28,041.90	
FUND TOTAL							31,748.23	10.68	31,737.55	



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FUND 405 FLOOD RESERVE FUND										
FUND 407 VISION IOWA PROJECT										
FUND 408 STREET IMPROVEMENT FUND										
FUND 430 2004 TIF BOND										
430-1220-431.97-49						TIF BOND PROJECTS / SOUTH INDUSTRIAL PARK				
2249		12/20 AP		07/26/20	0000000	AHLERS AND COONEY, P.C.	329.00			08/13/20
		LGL:CYBER LN				CONDEMNATION				6/24/20-7/16/20
221		02/21 AP		07/26/20	0000000	AHLERS AND COONEY, P.C.	1,296.00			08/13/20
		LGL:CYBER LN				EMINENT DOM.				7/1/20-7/16/20
ACCOUNT TOTAL							1,625.00	.00	1,625.00	
430-1220-431.97-82 TIF BOND PROJECTS / STREETScape MAINTENANCE										
164		02/21 AP		08/05/20	0000000	CUNNINGHAM CONSTRUCTION CO.,	161,626.84			08/13/20
		3180-DOWNTOWN				STREETScape				
		PROJECT#:		023180						
ACCOUNT TOTAL							161,626.84	.00	161,626.84	
430-1220-431.97-83 TIF BOND PROJECTS / TIF LEGAL FEES										
2261		12/20 AP		07/24/20	0000000	AHLERS AND COONEY, P.C.	305.00			08/13/20
		LGL:HWY.58				CORR.URB.RENEW				06/22/20-07/06/20
163		02/21 AP		07/24/20	0000000	AHLERS AND COONEY, P.C.	244.00			08/13/20
		LGL:AMEND #3				RIVER PLACE				07/07/20
ACCOUNT TOTAL							549.00	.00	549.00	
430-1220-431.97-98 TIF BOND PROJECTS / MAIN STREET ALLEY										
164		02/21 AP		07/21/20	0000000	C & C WELDING & SANDBLASTING	175.00			08/13/20
		3154-100				BLK.ALLEY RECON.				RAILING REPAIR
		PROJECT#:		023154						
ACCOUNT TOTAL							175.00	.00	175.00	
FUND TOTAL							163,975.84	.00	163,975.84	
FUND 431 2014 BOND										
FUND 432 2003 BOND										
FUND 433 2001 TIF										
FUND 434 2000 BOND										
FUND 435 1999 TIF										

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 436 2012 BOND									
436-1220-2262	431.98-26	CAPITAL PROJECTS /		12/20 AP 07/31/20	0000000	DOWNTOWN LEVEE IMPROVEMNT SNYDER & ASSOCIATES, INC.	342.00		08/13/20
		1975-DOWNTN.LEVEE IMPROV.				SERVICES THRU 6/30/20			
PROJECT#:		021975							
ACCOUNT TOTAL							342.00	.00	342.00
FUND 436 2012 BOND									
436-1220-164	431.98-62	CAPITAL PROJECTS /		02/21 AP 08/01/20	0000000	CLAY ST. PARK DRAINAGE QUESTCDN	225.00		08/13/20
		3146-CLAY ST. PARK DRAIN.				07/14/20-15 BIDS			
PROJECT#:		023146							
ACCOUNT TOTAL							225.00	.00	225.00
FUND TOTAL							567.00	.00	567.00
FUND 437 2018 BOND									
FUND 438 2020 BOND FUND									
438-1220-2249	431.95-01	BOND FUND PROJECTS /		12/20 AP 06/24/20	0000000	BOND FEES MOODY'S INVESTORS SERVICE	13,000.00		08/13/20
		PROF:2020 GEN.OBLIG.BONDS				BOND SALE			
181		02/21 AP 07/31/20		0000000		AFPI	91.58		08/13/20
		PRINT 2020 BONDS OFFICIAL				STATEMENT			
ACCOUNT TOTAL							13,091.58	.00	13,091.58
FUND 438 2020 BOND FUND									
438-1220-2262	431.95-27	BOND FUND PROJECTS /		12/20 AP 06/26/20	0000000	UNION ROAD TRAIL SNYDER & ASSOCIATES, INC.	17,037.50		08/13/20
		3217-UNION ROAD TRAIL				SERVICES THRU 05/31/20			
PROJECT#:		023217							
ACCOUNT TOTAL							17,037.50	.00	17,037.50
FUND TOTAL							30,129.08	.00	30,129.08
FUND 439 2008 BOND FUND									
FUND 443 CAPITAL PROJECTS									
443-1220-163	431.98-40	CAPITAL PROJECTS /		02/21 AP 07/31/20	0000000	PUBLIC SAFETY BUILDING PETERS CONSTRUCTION CORP.	14,762.33		08/13/20
		3069-PUBLIC SAFETY BLDG.							
PROJECT#:		023069							
ACCOUNT TOTAL							14,762.33	.00	14,762.33

GROUP	PO	ACCTG	----TRANSACTION----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 443 CAPITAL PROJECTS									
443-1220-431.98-73						CAPITAL PROJECTS / INCLUSIVE PARK			
2256		12/20	AP	07/31/20	0000000	PETERS CONSTRUCTION CORP.	8,295.13		08/13/20
						PLACE TO PLAY			
PROJECT#:		062518							
2256		12/20	AP	07/31/20	0000000	PETERS CONSTRUCTION CORP.	22,345.65		08/13/20
						RETAINAGE			
PROJECT#:		062518							
						ACCOUNT TOTAL	30,640.78	.00	30,640.78
						FUND TOTAL	45,403.11	.00	45,403.11
FUND 472 PARKADE RENOVATION									
FUND 473 SIDEWALK ASSESSMENT									
FUND 483 ECONOMIC DEVELOPMENT									
483-2245-432.89-02						MISCELLANEOUS SERVICES / PROPERTY TAX REBATES			
2261		12/20	AP	08/05/20	0000000	ZHENG DEVELOPMENT, LLC	12,618.66		08/13/20
						FIRST ANNUAL TAX REBATE			
						2125 COLLEGE STREET			
						ACCOUNT TOTAL	12,618.66	.00	12,618.66
						FUND TOTAL	12,618.66	.00	12,618.66
FUND 484 ECONOMIC DEVELOPMENT LAND									
FUND 541 2018 STORM WATER BONDS									
541-2230-432.92-01						STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS			
164		02/21	AP	08/07/20	0000000	BENTON'S SAND & GRAVEL, INC.	62,825.76		08/13/20
						3225-2020 PERMEABLE ALLEY			
PROJECT#:		023225							
164		02/21	AP	08/05/20	0000000	BENTON'S SAND & GRAVEL, INC.	43,988.26		08/13/20
						3225-2020 PERMEABLE ALLEY			
PROJECT#:		023225							
						ACCOUNT TOTAL	106,814.02	.00	106,814.02
						FUND TOTAL	106,814.02	.00	106,814.02
FUND 544 2008 SEWER BONDS									
FUND 545 2006 SEWER BONDS									

ACCOUNT ACTIVITY LISTING

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	-----TRANSACTION----- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
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										
						551-6675-436.71-06 OFFICE SUPPLIES / OFFICE EQUIPMENT SUPPLIES				
	211			02/21	AP 07/06/20 0000000	STOREY KENWORTHY COPY PAPER	71.48			08/13/20
						ACCOUNT TOTAL	71.48	.00	71.48	
551-6685-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
	211			02/21	AP 07/22/20 0000000	POLK'S LOCK SERVICE, INC. KEYS	50.00			08/13/20
						ACCOUNT TOTAL	50.00	.00	50.00	
551-6685-436.71-06 OFFICE SUPPLIES / OFFICE EQUIPMENT SUPPLIES										
	211			02/21	AP 07/06/20 0000000	STOREY KENWORTHY CALCULATOR-TRANSFER STA.	68.92			08/13/20
						ACCOUNT TOTAL	68.92	.00	68.92	
551-6685-436.72-16 OPERATING SUPPLIES / TOOLS										
	2247			12/20	AP 06/24/20 0134946	US BANK FARM & FLT OF CEDAR FLS BROOM	30.39			08/06/20
						ACCOUNT TOTAL	30.39	.00	30.39	
551-6685-436.72-19 OPERATING SUPPLIES / PRINTING										
	211			02/21	AP 07/02/20 0000000	STOREY KENWORTHY PAPER-TRANSFER STATION	88.62			08/13/20
						ACCOUNT TOTAL	88.62	.00	88.62	
551-6685-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES										
	181			02/21	AP 08/03/20 0000000	THOMPSON SHOES	160.00			08/13/20
						SAFETY SHOES-C BLOHN P.O. 56501				
	181			02/21	AP 08/03/20 0000000	THOMPSON SHOES	90.95			08/13/20
						SAFETY SHOES-S GOODENBOUR P.O. 56512				
						ACCOUNT TOTAL	250.95	.00	250.95	
551-6685-436.73-01 OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES										

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 551 REFUSE FUND										
551-6685-436.73-01 OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES						continued				
211		02/21 AP		07/28/20	0000000	MENARDS-CEDAR FALLS	17.62			08/13/20
						MAILBOX REPAIR				
135		02/21 AP		07/24/20	0000000	O'DONNELL ACE HARDWARE	29.99			08/13/20
						3214 AND 3215 DALLAS DR MAILBOX REPAIR				
						ACCOUNT TOTAL	47.61	.00	47.61	
551-6685-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT										
2240		12/20 AP		06/30/20	0000000	NAPA AUTO PARTS	337.48			08/13/20
						NAPA PARTS JUNE 2020				
						ACCOUNT TOTAL	337.48	.00	337.48	
551-6685-436.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS										
152		02/21 AP		07/08/20	0000000	AMERICAN PUBLIC WORKS ASSOC.	170.00			08/13/20
						MEMBERSHIP SMITH				
						ACCOUNT TOTAL	170.00	.00	170.00	
551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN										
211		02/21 AP		07/22/20	0000000	MIDWEST ELECTRONIC RECOVERY	1,289.75			08/13/20
						COMPUTER RECYCLING				
211		02/21 AP		07/18/20	0000000	LIBERTY TIRE RECYCLING, LLC	304.66			08/13/20
						TIRE RECYCLING				
						ACCOUNT TOTAL	1,594.41	.00	1,594.41	
						FUND TOTAL	2,709.86	.00	2,709.86	
FUND 552 SEWER RENTAL FUND										
552-6655-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES										
181		02/21 AP		08/03/20	0000000	THOMPSON SHOES	136.00			08/13/20
						SAFETY SHOES-L CAMARATA P.O. 56506				
						ACCOUNT TOTAL	136.00	.00	136.00	
552-6655-436.96-82 SEWER BOND PROJECTS / OAK PARK SEWER REPLACE										
2262		12/20 AP		07/23/20	0000000	SNYDER & ASSOCIATES, INC.	3,768.07			08/13/20
						3182-OAK PARK SEWER REPL. SERVICES THRU 6/30/20				
						PROJECT#: 023182				
						ACCOUNT TOTAL	3,768.07	.00	3,768.07	

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	71-01	OFFICE SUPPLIES / OFFICE SUPPLIES								
181		02/21	AP	07/16/20	0000000	STOREY KENWORTHY COPY PAPER	3.57			08/13/20
ACCOUNT TOTAL							3.57	.00	3.57	
552-6665-436	72-05	OPERATING SUPPLIES / GAS & OIL								
213		02/21	AP	07/31/20	0000000	NORTHLAND PRODUCTS CO. USED OIL COLLECTION	101.40			08/13/20
ACCOUNT TOTAL							101.40	.00	101.40	
552-6665-436	72-16	OPERATING SUPPLIES / TOOLS								
213		02/21	AP	08/06/20	0000000	O'DONNELL ACE HARDWARE HAMMER	37.99			08/13/20
213		02/21	AP	07/28/20	0000000	O'DONNELL ACE HARDWARE FILES	63.73			08/13/20
ACCOUNT TOTAL							101.72	.00	101.72	
552-6665-436	72-19	OPERATING SUPPLIES / PRINTING								
213		02/21	AP	08/07/20	0000000	PARKADE PRINTER, INC. PRINTING-WR GRIT TICKETS	29.52			08/13/20
ACCOUNT TOTAL							29.52	.00	29.52	
552-6665-436	72-26	OPERATING SUPPLIES / TESTING & LAB								
2247		12/20	AP	06/29/20	0134946	US BANK	400.00			08/06/20
213		02/21	AP	07/22/20	0000000	IOWA DNR SALES LAB CERT APPLICATION N-CON SYSTEMS COMPANY, INC. SAMPLER PARTS	33.99			08/13/20
ACCOUNT TOTAL							433.99	.00	433.99	
552-6665-436	73-05	OTHER SUPPLIES / OPERATING EQUIPMENT								
2257		12/20	AP	06/17/20	0000000	O'DONNELL ACE HARDWARE CLEANER	40.14			08/13/20
2263		12/20	AP	04/27/20	0000000	CINTAS FIRST AID & SAFETY RESTOCK 1ST AID CABINET	33.79			08/13/20
213		02/21	AP	08/06/20	0000000	MENARDS-CEDAR FALLS MICROWAVE	139.00			08/13/20
213		02/21	AP	08/05/20	0000000	O'DONNELL ACE HARDWARE CONDUIT	15.38			08/13/20
213		02/21	AP	08/04/20	0000000	O'DONNELL ACE HARDWARE TROWEL, ROOF CEMENT, SCREWS ADAPTERS, SOAP	112.79			08/13/20

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION---	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT	
FUND 552 SEWER RENTAL FUND												
552-6665-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT								continued				
213		02/21 AP		07/29/20	0000000		HUPP ELECTRIC MOTORS	1,841.80			08/13/20	
		FINAL ELEC COMP										
213		02/21 AP		07/27/20	0000000		HUPP ELECTRIC MOTORS	414.29			08/13/20	
		VFD FANS-PLANT										
213		02/21 AP		07/27/20	0000000		NORLAB, INC.	228.00			08/13/20	
		TRACING DYE										
		ACCOUNT TOTAL						2,825.19	.00		2,825.19	
552-6665-436.73-36 OTHER SUPPLIES / SAN. LIFT STATION SUPP.												
213		02/21 AP		07/27/20	0000000		HUPP ELECTRIC MOTORS	2,505.00			08/13/20	
		LIFT STATION REPAIR										
		ACCOUNT TOTAL						2,505.00	.00		2,505.00	
552-6665-436.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE												
2257		12/20 AP		07/27/20	0000000		AUTOMATIC SYSTEMS CO.	1,092.75			08/13/20	
		ALARM REPAIR ON 6/15/20										
213		02/21 AP		07/30/20	0000000		HUPP ELECTRIC MOTORS	3,685.00			08/13/20	
		PUMP REPAIR PLANT										
213		02/21 AP		07/27/20	0000000		HUPP ELECTRIC MOTORS	13,215.92			08/13/20	
		PLANT FINAL LS										
213		02/21 AP		07/23/20	0000000		CRITERION MANUFACTURING	955.00			08/13/20	
		MACHINING-PLANT										
		ACCOUNT TOTAL						18,948.67	.00		18,948.67	
552-6665-436.86-12 REPAIR & MAINTENANCE / TOWELS												
213		02/21 AP		07/27/20	0000000		CITY LAUNDERING CO.	38.75			08/13/20	
		RUGS										
		ACCOUNT TOTAL						38.75	.00		38.75	
		FUND TOTAL						28,891.88	.00		28,891.88	
FUND 553 2004 SEWER BOND												
FUND 555 STORM WATER UTILITY												
555-6630-432.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES												
164		02/21 AP		07/28/20	0000000		STOREY KENWORTHY	2.22			08/13/20	
		CREDIT CARD ROLLS										
163		02/21 AP		07/27/20	0000000		STOREY KENWORTHY	.27			08/13/20	
		LEGAL PADS										
164		02/21 AP		07/14/20	0000000		STOREY KENWORTHY	.58			08/13/20	
		LGL PADS, POST-ITS, PAPER CLIPS										

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 555 STORM WATER UTILITY										
555-6630-432.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES	continued			
164		02/21 AP		07/14/20	00000000	STOREY KENWORTHY	3.58			08/13/20
						COPY PAPER				
ACCOUNT TOTAL							6.65	0.00	6.65	
555-6630-432.73-34 OTHER SUPPLIES / STORM SEWERS										
211		02/21 AP		07/29/20	00000000	BENTON'S READY MIX CONCRETE, CONCRETE FOR STORM WATER	241.50			08/13/20
						COLLAR-HUDSON RD				
211		02/21 AP		07/27/20	00000000	BENTON'S READY MIX CONCRETE, CONCRETE FOR CATCH BASIN	286.50			08/13/20
						EDGEWOOD				
ACCOUNT TOTAL							528.00	0.00	528.00	
555-6630-432.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS										
164		02/21 AP		08/01/20	00000000	ROBINSON ENGINEERING COMPANY	5,109.87			08/13/20
						3232-BLACK HAWK SUBWTRSHD				
						ASSESSMENT-THRU 07/31/20				
						PROJECT#: 023232				
ACCOUNT TOTAL							5,109.87	0.00	5,109.87	
FUND TOTAL							5,644.52	0.00	5,644.52	
FUND 570 SEWER ASSESSMENT										
FUND 606 DATA PROCESSING FUND										
606-1078-441.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
181		02/21 AP		07/16/20	00000000	STOREY KENWORTHY	3.57			08/13/20
						COPY PAPER				
181		02/21 AP		07/06/20	00000000	STOREY KENWORTHY	419.34			08/13/20
						BLUE BAR PAPER				
ACCOUNT TOTAL							422.91	0.00	422.91	
606-1078-441.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES				
179		01/21 AP		07/10/20	0134946	US BANK	99.00			08/06/20
						STK*BIGSTOCKPHOTO.COM				
						ONLINE IMAGE SUBSCRIPTION				
ACCOUNT TOTAL							99.00	0.00	99.00	
606-1078-441.86-01						REPAIR & MAINTENANCE / REPAIR & MAINTENANCE				
2247		12/20 AP		06/24/20	0134946	US BANK	54.13			08/06/20
						AMAZON.COM*MS4IE5MP2 AMZN				
						POWER SUPPLY REPL.HEARST				
179		01/21 AP		07/10/20	0134946	US BANK	45.45			08/06/20
						APG CASH DRAWER				
						LOCK SETS FOR CASH DRAWRS				



GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 606 DATA PROCESSING FUND										
606-1078-441.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE						continued				
179		01/21 AP		07/08/20	0134946	US BANK	384.00			08/06/20
		AMZN MKTP			US*MJ6620XV0	CARD SCANNERS-POOL				
179		01/21 AP		07/01/20	0134946	US BANK	16.93			08/06/20
					FARM & FLT OF CEDAR FLS	CABLE TIES,CABLE STRAPS				
ACCOUNT TOTAL							500.51	.00	500.51	
606-1078-441.93-01 EQUIPMENT / EQUIPMENT										
2247		12/20 AP		06/30/20	0134946	US BANK	187.84			08/06/20
		AMZN MKTP			US*MJ3LB7L81	HEADPHONES,CARD READERS				
221		02/21 AP		08/04/20	0000000	CDW GOVERNMENT, INC.	7,490.00			08/13/20
						FBO USERS				
179		01/21 AP		07/14/20	0134946	US BANK	249.98			08/06/20
		AMZN MKTP			US*MJ8SA29S0	LOGITECH WEBCAMS				
181		02/21 AP		07/14/20	0000000	PRECISION MIDWEST, LTD.	14,371.27			08/13/20
						GIS EQUIPMENT				
179		01/21 AP		07/13/20	0134946	US BANK	301.94			08/06/20
		AMZN MKTP			US*MJ41C2250	HD WEBCAMS				
179		01/21 AP		07/13/20	0134946	US BANK	53.97			08/06/20
		AMAZON.COM			MJ80K82M0	APC POWER STRIPS(6)				
179		01/21 AP		07/10/20	0134946	US BANK	431.94			08/06/20
		AMZN MKTP			US*MJ5ES6XN2	UPS BATTERY SURGE PROTECT				
179		01/21 AP		07/09/20	0134946	US BANK	119.64			08/06/20
		AMZN MKTP			US*MJ10Y2GZ2	SWITCH RACK-FALLS				
ACCOUNT TOTAL							23,206.58	.00	23,206.58	
FUND TOTAL							24,229.00	.00	24,229.00	
FUND 680 HEALTH INSURANCE FUND										
FUND 681 HEALTH SEVERANCE										
FUND 682 HEALTH INSURANCE - FIRE										
FUND 685 VEHICLE MAINTENANCE FUND										
685-6698-446.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
211		02/21 AP		07/06/20	0000000	STOREY KENWORTHY	64.05			08/13/20
						CARTRIDGE TAPE FOR SHOP				
ACCOUNT TOTAL							64.05	.00	64.05	
685-6698-446.72-05 OPERATING SUPPLIES / GAS & OIL										
2240		12/20 AP		06/30/20	0000000	NAPA AUTO PARTS	7,114.20			08/13/20
						NAPA PARTS JUNE 2020				
135		02/21 AP		07/22/20	0000000	HTP ENERGY	9,508.64			08/13/20
						DIESEL FUEL FOR BLUFF STREET				
ACCOUNT TOTAL							16,622.84	.00	16,622.84	

GROUP	PO	ACCTG	---TRANSACTION---			DESCRIPTION	DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE	
								POST DT	
FUND 685 VEHICLE MAINTENANCE FUND									
685-6698-446.72-60						OPERATING SUPPLIES / SAFETY SUPPLIES			
2240		12/20 AP	06/30/20	0000000		NAPA AUTO PARTS	19.34		08/13/20
						NAPA PARTS JUNE 2020			
ACCOUNT TOTAL							19.34	.00	19.34
685-6698-446.73-04 OTHER SUPPLIES / VEHICLE SUPPLIES									
2240		12/20 AP	06/30/20	0000000		NAPA AUTO PARTS	29,133.40		08/13/20
						NAPA PARTS JUNE 2020			
2258		12/20 AP	06/25/20	0000000		KELTEK INCORPORATED	231.75		08/13/20
						PD11 GUN LOCK			
2247		12/20 AP	06/23/20	0134946		US BANK	170.00		08/06/20
						SPL*BDS EQUIPMENT			
211		02/21 AP	07/31/20	0000000		SIGNS BY TOMORROW	1,145.00		08/13/20
						VEHICLE DECALS			
211		02/21 AP	07/22/20	0000000		LAWSON PRODUCTS, INC.	4.45		08/13/20
						MISC SHOP PARTS			
135		02/21 AP	07/04/20	0000000		UNITED PARCEL SERVICE	17.24		08/13/20
						SHIPPING FOR RETURN			
						KELTEK			
ACCOUNT TOTAL							30,701.84	.00	30,701.84
685-6698-446.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS									
152		02/21 AP	07/08/20	0000000		AMERICAN PUBLIC WORKS ASSOC.	170.00		08/13/20
						MEMBERSHIP RAWDON			
ACCOUNT TOTAL							170.00	.00	170.00
685-6698-446.86-11 REPAIR & MAINTENANCE / VEHICLE MAINT. SOFTWARE									
2253		12/20 AP	03/04/20	0133750		DICK'S PETROLEUM COMPANY	4,965.00		08/06/20
						FUEL SYSTEM UPGRADE			
						SOFTWARE			
ACCOUNT TOTAL							4,965.00	.00	4,965.00
685-6698-446.86-12 REPAIR & MAINTENANCE / TOWELS									
211		02/21 AP	07/30/20	0000000		CITY LAUNDERING CO.	35.00		08/13/20
						SHOP TOWELS			
ACCOUNT TOTAL							35.00	.00	35.00
685-6698-446.87-08 RENTALS / WORK BY OUTSIDE AGENCY									
152		02/21 AP	07/21/20	0000000		MURPHY TRACTOR & EQUIPMENT CO	1,426.56		08/13/20
						REPLACED ENGINE CRANK			
						SEAL #290			
135		02/21 AP	07/16/20	0000000		VERMEER SALES & SERVICE, INC.	125.00		08/13/20
						DIAGNOSTED CHUTE ROTATION			
						#2159			

ACCOUNT ACTIVITY LISTING

GROUP	PO	ACCTG	---TRANSACTION---				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 685 VEHICLE MAINTENANCE FUND									
685-6698-446.87-08 RENTALS / WORK BY OUTSIDE AGENCY						continued			
211		02/21 AP		07/08/20	0000000	HARRISON TRUCK CENTERS, INC.	3,028.86		08/13/20
						#372 REPLACED ENGINE WIRING HARNESS			
ACCOUNT TOTAL							4,580.42	0.00	4,580.42
FUND TOTAL							57,158.49	0.00	57,158.49
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									
2249		12/20 AP		07/22/20	0000000	FRIEDEMANN GOLDBERG LLP	82.50		08/13/20
						LGL:J BALIK 6/12/20-6/25/20			
2264		12/20 AP		06/09/20	0134552	CEDAR VALLEY AUTO GLASS INC.		210.00	08/13/20
						ACCOUNT CORRECTION WINDSHIELD REPAIR PD07			
164		02/21 AP		08/04/20	0000000	BENTON'S SAND & GRAVEL, INC.	4,915.00		08/13/20
						COMPOST FACILITY FIRE ASSISTANCE 8/1 & 8/3/20			
ACCOUNT TOTAL							4,997.50	210.00	4,787.50
FUND TOTAL							4,997.50	210.00	4,787.50
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							1,544,869.77	23,454.60	1,521,415.17