



**AGENDA
CITY OF CEDAR FALLS, IOWA
CITY COUNCIL MEETING
MONDAY, DECEMBER 16, 2019
7:00 PM AT CITY HALL**

Call to Order by the Mayor

Roll Call

Approval of Minutes

1. Regular Meeting of December 2, 2019.

Agenda Revisions

Presentation by a Representative of the Cedar Falls Human Rights Commission

Special Order of Business

2. Public hearing on a proposal to take action on a petition requesting the recreation of the College Hill Self-Supported Municipal Improvement District (SSMID).
 - Receive and file proof of publication of notice of hearing. (Notice published December 6, 2019)
 - Written communications filed with the City Clerk.
 - Oral comments.
3. Pass an ordinance recreating the College Hill Self-Supported Municipal Improvement District (SSMID), upon its first consideration.
4. Public hearing on a proposed Agreement for Private Development with Prestige WW, L.L.C.
 - Receive and file proof of publication of notice of hearing. (Notice published December 6, 2019)
 - Written communications filed with the City Clerk.
 - Oral comments.
5. Resolution approving and authorizing execution of an Agreement for Private Development with Prestige WW, L.L.C.
6. Public hearing on a proposed Agreement for Private Development with River Place Properties II, L.C.
 - Receive and file proof of publication of notice of hearing. (Notice published December 6, 2019)
 - Written communications filed with the City Clerk.
 - Oral comments.
7. Resolution approving and authorizing execution of an Agreement for Private Development and a Minimum Assessment Agreement with River Place Properties II, L.C.

8. Public hearing on a proposed Agreement for Private Development and conveyance of certain city-owned property to The Vault LLC.
 - a) Receive and file proof of publication of notice of hearing. (Notice published December 6, 2019)
 - b) Written communications filed with the City Clerk.
 - c) Oral comments.
9. Resolution approving and authorizing execution of an Agreement for Private Development and a Minimum Assessment Agreement with The Vault LLC, and approving and authorizing execution of a Quit Claim Deed conveying title to certain city-owned real estate to The Vault LLC.

New Business

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

10. Approve the following recommendations of the Mayor relative to the appointment of members to Boards and Commissions:
 - a) Susan deBuhr, Board of Appeals, Boards of Electrical, Mechanical & Plumbing Appeals, terms ending 12/31/2020.
 - b) Jerry Bjerke, Board of Electrical Appeals, term ending 12/31/2023.
 - c) Julie Gardner, Board of Mechanical Appeals, term ending 12/31/2023.
 - d) Thomas Frazier, Housing Commission, term ending 12/31/2021.
 - e) Melissa Heston, Housing Commission, term ending 12/31/2021.
 - f) Patrick Phalen, Housing Commission, term ending 12/31/2021.
 - g) Gary Winterhof, Housing Commission, term ending 12/31/2021.
11. Receive and file the Committee of the Whole minutes of December 2, 2019 relative to the following items:
 - a) Grow Cedar Valley Update.
 - b) Naming City Streets.
 - c) Bills & Payroll.
12. Receive and file a communication from the Civil Service Commission relative to a certified list for the position of Maintenance Worker.
13. Receive and file the FY19 Annual Report of the Cedar Falls Human Rights Commission.
14. Receive and file the Recreation and Fitness Center, Operations and Facility Needs Assessment Study.
15. Approve the following applications for liquor licenses:
 - a) Huhot Mongolian Grill, 6301 University Avenue, Special Class C liquor - renewal.
 - b) Rancho Chico, 618 Brandilynn Boulevard #104, Class C Liquor - renewal.
 - c) The Brown Bottle, 1111 Center Street, Class C liquor & outdoor service - renewal.
 - d) Wild Hare American Bar and Grill, 2512 Whitetail Drive, Class C liquor & outdoor service - renewal.
 - e) Bani's, 2128 College Street, Class E liquor - renewal.
 - f) Hy-Vee Clubroom, 6301 University Avenue, Special Class C liquor - change in ownership.
 - g) Gourmet Garden, 5907 University Ave, Special Class C liquor - new.

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

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

- [17.](#) Resolution approving and adopting Summary Plan Descriptions for the City of Cedar Falls Employee Health Benefit Plan.
- [18.](#) Resolution approving and adopting Summary Plan Description for the City of Cedar Falls Employee Dental Plan.
- [19.](#) Resolution designating authorized signatories for financial accounts and vehicles of the City.
- [20.](#) Resolution approving and adopting payment standards for the City's Section 8 Rental Assistance Program for 2020.
- [21.](#) Resolution approving and adopting the recommendation of the Parks & Recreation Commission relative to a Recreation Fee Schedule to become effective April 28, 2020.
- [22.](#) Resolution approving and authorizing expenditure of funds for the purchase of a leaf vacuum truck.
- [23.](#) Resolution approving and authorizing execution of a Professional Service Agreement with Aerial Services, Inc. relative to 2020 Aerial Photography Acquisition.
- [24.](#) Resolution approving and authorizing execution of a Supplement to Agreement for Private Development with Standard Distribution Co., and approving and accepting a Warranty Deed from Standard Distribution Co. conveying title to certain real estate to the City.
- [25.](#) Resolution approving and authorizing execution of a Professional Service Agreement with Snyder & Associates, Inc. relative to the Union Road Recreation Trail - 12th Street to 27th Street Project.
- [26.](#) Resolution approving and authorizing execution of Supplemental Agreement No. 1B to the Professional Service Agreement with Snyder & Associates, Inc. relative to the Downtown Streetscape and Reconstruction Project.
- [27.](#) Resolution approving and authorizing expenditure of funds to order brick pavers for the Downtown Streetscape and Reconstruction Project.
- [28.](#) Resolution approving and authorizing execution of a Storm Water Maintenance and Repair Agreement with Greenhill Village Senior Living, LLC relative to a post-construction stormwater management plan for Lot 1 of Greenhill Village Estates.
- [29.](#) Resolution approving and authorizing execution of a Contract for Completion of Improvements with Greenhill Village Residential, LLC relative to the final plat of Greenhill Village Estates.
- [30.](#) Resolution approving the preliminary plat of Greenhill Village Estates.
- [31.](#) Resolution approving the final plat of Greenhill Village Estates.
- [32.](#) Resolution approving a Mixed Use (MU) Residential Zoning District site plan for construction of a senior living facility to be located on Lot 1 of Greenhill Village Estates.
- [33.](#) Resolution approving and authorizing execution of a Storm Water Maintenance and Repair Agreement with Terraces at West Glen, L.L.C. relative to a post-construction stormwater management plan for Terraces at West Glen First Addition.
- [34.](#) Resolution approving and authorizing execution of a Contract for Completion of Improvements with Terraces at West Glen, L.L.C. relative to the final plat of Terraces at West Glen First Addition.
- [35.](#) Resolution approving the final plat of Terraces at West Glen First Addition.
- [36.](#) Resolution approving and authorizing execution of a R-P, Planned Residence Zoning District Developmental Procedures Agreement with Terraces at West Glen, L.L.C. relative to a residential retirement community development generally located at the southeast corner of Union Road and West 12th Street.

- [37.](#) Resolution approving and authorizing execution of a Professional Service Agreement with Nagle Signs Inc. relative to the Cedar Falls Wayfinding Signage Project.
- [38.](#) Resolution approving and accepting a Lien Notice and Special Promissory Note for property located at 921 West 11th Street relative to the Rental to Single Family Owner Conversion Incentive Program.
- [39.](#) Resolution approving and accepting a Lien Notice and Special Promissory Note for property located at 912 West 14th Street relative to the Rental to Single Family Owner Conversion Incentive Program.
- [40.](#) Resolution approving two occupancy permits prior to the acceptance of the public improvements in Sands Addition.
- [41.](#) Resolution receiving and filing, and setting January 6, 2020 as the date of public hearing on, the proposed plans, specifications, form of contract & estimate of cost for the Downtown Streetscape and Reconstruction Project.
- [42.](#) Resolution setting January 6, 2020 as the date of public hearing on the proposed rezoning from R-1, Residential District to C-1, Commercial District, of property located at 4911 University Avenue.

Allow Bills and Payroll

- [43.](#) Allow Bills and Payroll of December 16, 2019.

City Council Referrals

City Council Updates

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

Adjournment

**CITY HALL
CEDAR FALLS, IOWA, DECEMBER 2, 2019
REGULAR MEETING, CITY COUNCIL
MAYOR JAMES P. BROWN PRESIDING**

The City Council of the City of Cedar Falls, Iowa, met in Regular Session, pursuant to law, the rules of said Council and prior notice given each member thereof, in the City Hall at Cedar Falls, Iowa, at 7:00 P.M. on the above date. Members present: Miller, deBuhr, Kruse, Blanford, Darrah. Absent: Wieland, Green.

- 52575 - It was moved by Kruse and seconded by Miller that the minutes of the Regular Meeting of November 18, 2019 be approved as presented and ordered of record. Motion carried unanimously.

Mayor Brown read a proclamation declaring December 13, 2019 as the 39th Annual Cedar Valley Teddy Bear Roundup Day, and Gerald Himes commented.

Fire Chief Bostwick provided a brief update on a recent residential fire at 8024 Slap Tail Trail and recognized Public Safety Lieutenant Zolondek and Public Safety Officer Copp for their actions taken at the fire scene. Homeowner Ken Lockard, 8024 Slap Tail Trail, also expressed their gratitude.

- 52576 - Mayor Brown announced that in accordance with the public notice of November 22, 2019, this was the time and place for a public hearing on a proposal to undertake a public improvement project for the Cedar Heights Drive Reconstruction Project and to authorize acquisition of private property for said project. It was then moved by Darrah and seconded by Kruse that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 52577 - The Mayor then asked if there were any written communications filed to the proposed project. 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 project, the Mayor declared the hearing closed and passed to the next order of business.
- 52578 - It was moved by Kruse and seconded by Blanford that Resolution #21,788, approving a public improvement for the Cedar Heights Drive Reconstruction Project and authorizing acquisition of private property for said project, be adopted. Following questions by Councilmembers deBuhr and Darrah and responses by Civil Engineer Tolan and 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, Blanford, Darrah. Nay: deBuhr. Motion carried 4-1. The Mayor then declared Resolution #21,788 duly passed and adopted.
- 52579 - It was moved by Kruse and seconded by Darrah that Ordinance #2958, granting

a partial property tax exemption to Broadstone BCI Iowa, L.L.C. for construction of an industrial use warehouse and production facility at 2900 Capital Way, 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, deBuhr, Kruse, Blanford, Darrah. Nay: None. Motion carried. The Mayor then declared Ordinance #2958 duly passed and adopted.

52580 - It was moved by Kruse and seconded by Miller that the following items and recommendations on the Consent Calendar be received, filed and approved:

Receive and file the Committee of the Whole minutes of November 18, 2019 relative to the following items:

- a) FY2019 Audit Report.
- b) Recreation Center Usage Study.
- c) Bills & Payroll.

Receive and file the City Council Work Session minutes of November 18, 2019 relative to a Long-Term Climate Action Plan.

Receive and file Departmental Monthly Reports of October 2019.

Approve the application of Greenleaf Tobacco and Vapor, 5901 University Avenue, for a cigarette/tobacco/nicotine/vapor permit.

Approve the following applications for beer permits and liquor licenses:

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

Motion carried unanimously.

52581 - It was moved by Blanford and seconded by deBuhr that the following resolutions be introduced and adopted:

Resolution #21,789, approving and authorizing execution of a Service Agreement with Professional Office Services, Inc. relative to printing the City's Currents newsletter.

Resolution #21,790, approving and authorizing execution of Change Order Number One to the Agreement for the Installation and Use of LAMA Software with the Davenport Group USA, Ltd relative to Firehouse data migration.

Resolution #21,791, approving and authorizing execution of a Facility Use Agreement with the American National Red Cross relative to use of the Recreation and Fitness Center as a shelter during a disaster emergency.

Resolution #21,792, approving and authorizing execution of an Agency Agreement with LeadsOnline, LLC relative to tracking pawned merchandise.

Resolution #21,793, approving a Claim for Non-Residential Relocation Assistance Reimbursement, in conjunction with the West 1st Street Reconstruction Project.

Resolution #21,794, approving the Certificate of Completion and accepting the work of Peterson Contractors, Inc. for the West 20th Street Dry Run Creek RCB Culvert Replacement Project.

Resolution #21,795, approving and authorizing execution of Supplemental Agreement No. 10A to the Professional Service Agreement with Snyder & Associates relative to the West Viking Road Reconstruction - Hudson Road to Production Drive Recreational Trail Infill Project.

Resolution #21,796, receiving and filing the Evaluative Report of the Planning & Zoning Commission, and setting December 16, 2019 as the date of public hearing to consider taking action on a petition requesting the reestablishment of the College Hill Self-Supported Municipal Improvement District (SSMID).

Resolution #21,797, setting December 16, 2019 as the date of public hearing to consider entering into an Agreement for Private Development with Prestige WW, L.L.C.

Resolution #21,798, setting December 16, 2019 as the date of public hearing to consider entering into an Agreement for Private Development with River Place Properties II, L.C.

Resolution #21,799, setting December 16, 2019 as the date of public hearing to consider entering into an Agreement for Private Development and to consider conveyance of certain city-owned real estate to The Vault L.L.C.

Resolution #21,800, setting December 10, 2019 as the date of consultation and January 6, 2020 as the date of public hearing on a proposed Amendment No. 1 to the College Hill Urban Renewal Plan.

Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah. Nay: None. Motion carried. The Mayor then declared Resolutions #21,789 through #21,800 duly passed and adopted.

52582 - It was moved by Kruse and seconded by deBuhr that the bills and payroll of December 2, 2019 be allowed as presented, and that the Controller/City Treasurer be authorized to issue City checks in the proper amounts and on the proper funds in payment of the same. Upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah. Nay: None.

Motion carried.

- 52583 - Public Safety Services Director Olson and Fire Chief Bostwick responded to questions by Linda Hall, 3917 Beaver Ridge Circle, and Councilmembers Miller, Kruse and deBuhr regarding a rural fire hydrant, fire trucks and portable tanks utilized at the a recent residential fire.

Sharon Regenold, 108 Lilliput Lane, read excerpts from the fire report and commented briefly about the Public Safety Officer Program.

Director Olson responded to questions by Councilmembers deBuhr, Miller, Kruse and Miller, Mayor Brown and City Administrator Gaines regarding the information presented by the Ms. Regenold.

Councilmember Miller expressed appreciation for the public safety emergency responders and commented about inaccurate information stated in a recent social media post. Director Olson also responded to the inaccurate statements and Councilmember deBuhr commended staff for their actions and service.

Simon Harding, 2238 Sunnyside Circle, commented on the Public Safety Officer Program and transparency.

- 52584 - It was moved by Kruse and seconded by Miller that the meeting be adjourned at 8:02 P.M. Motion carried unanimously.

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

PETITIONER: College Hill Partnership (Lead Agency)

LOCATION: College Hill Commercial District

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

PROPOSAL

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

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

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

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

BACKGROUND AND ANALYSIS

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

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

PLANNING AND ZONING COMMISSION RECOMMENDATION

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

PLANNING & ZONING COMMISSION ACTIONS

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

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

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



College Hill Partnership

2304 College Street
PO Box 974
Cedar Falls, Iowa 50613

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

2019-2020

Board of Directors

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

12 November 2019

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

Dear Mayor Brown and Members of City Council:

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

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

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

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

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

Regards,

K E Sogard

Kathryn Sogard, Executive Director

College Hill Partnership
Hill Partnership Board Of Directors

College Hill Self-Supporting Municipal Improvement District (SSMID)

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

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

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

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

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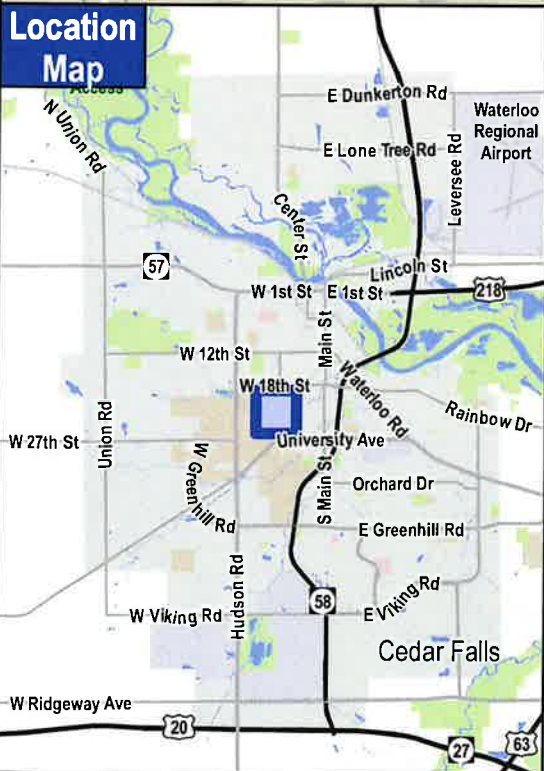
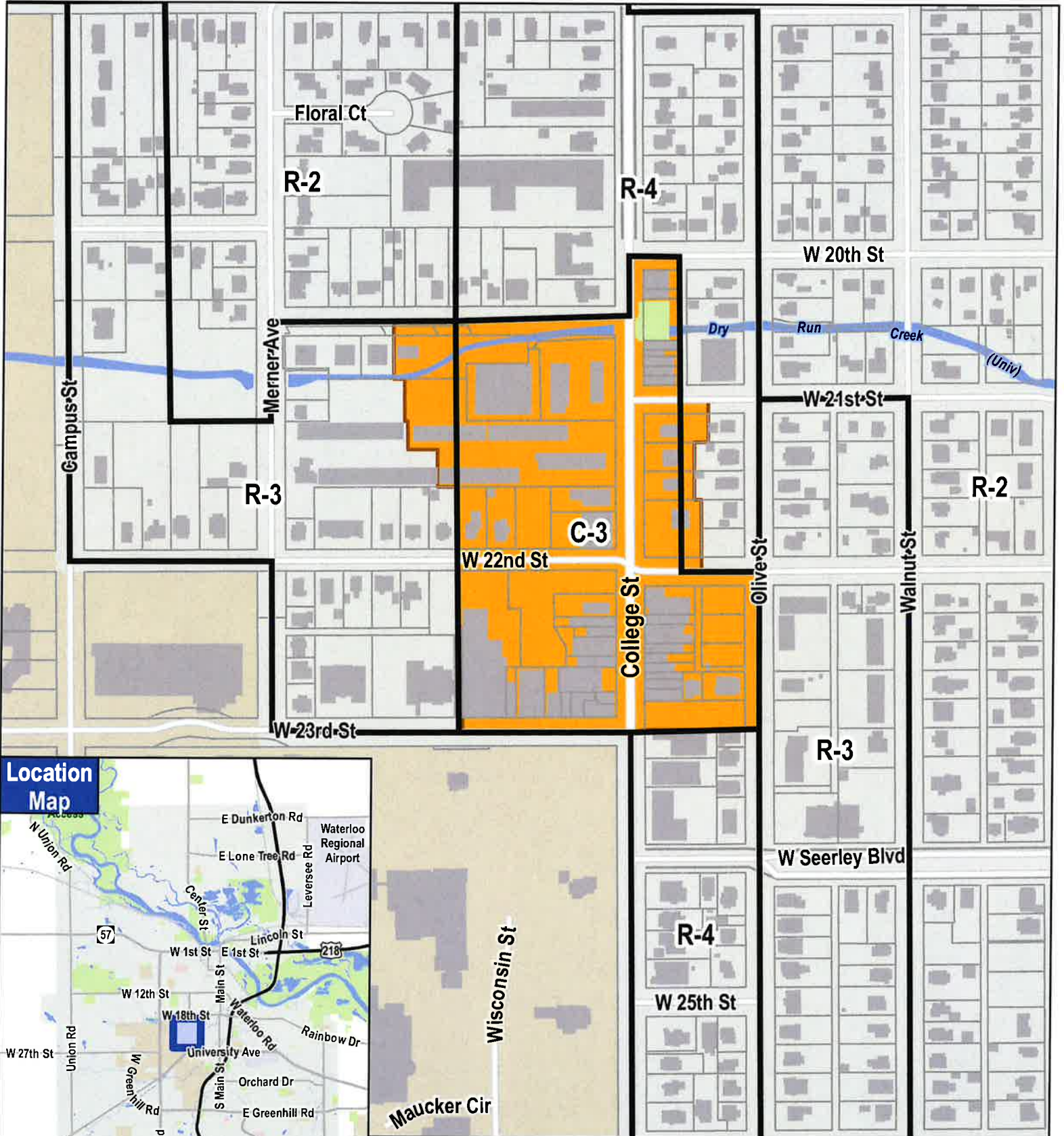
**Petition for Renewal of the
College Hill Overlay Fund
Self-Supported Municipal Improvement District (SSMID)
2019**

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

| | NAME | ADDRESS | PHONE |
|-----|---------------|------------------------|-------------------|
| 1. | <i>Jessie</i> | <i>2125 college st</i> | <i>3192908763</i> |
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College Hill Self Supporting Municipal Improvement District (SSMID) Cedar Falls City Council - November 18, 2019

ITEM 2.



College Hill SSMID
Self Supporting Municipal Improvement District

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

ORDINANCE NO. _____

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

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

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

DIVISION 3. COLLEGE HILL SELF-SUPPORTED MUNICIPAL IMPROVEMENT DISTRICT

Section 2-1085. Created; purpose.

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

Section 2-1086. Boundaries.

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

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

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

Section 2-1087. Findings.

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

Section 2-1088. Funding; purpose.

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

Section 2-1089. Tax levies.

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

Section 2-1090. Copies on file.

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

INTRODUCED: _____ December 16, 2019 _____

PASSED 1st CONSIDERATION: _____

PASSED 2nd CONSIDERATION: _____

PASSED 3rd CONSIDERATION: _____

ADOPTED: _____

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk



ADMINISTRATION

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

MEMORANDUM

TO: Honorable Mayor James P. Brown and City Council
FROM: Shane Graham, Economic Development Coordinator
DATE: December 9, 2019
SUBJECT: Prestige WW, LLC – Agreement for Private Development

Introduction

For the past few months, City staff has been working with Brad Leeper of Prestige WW, LLC, toward the rehabilitation of an existing downtown property located at 203-205 Main Street. Mr. Leeper recently bought the building, which was previously the St. Vincent De Paul Thrift Shop. Mr. Leeper has begun work to renovate 3,600 square feet of first floor commercial space for a new commercial tenant, as St. Vincent De Paul has closed. The project would also include the rehabilitation of 3,600 square feet on the second floor of the building in order to create two dwelling units.

Project Details

Prestige WW, LLC recently purchased the building at 203-205 Main Street, and is planning to invest a minimum of \$350,000 into the rehabilitation of the 1st floor commercial space and 2nd floor residential space. The 1st floor commercial space will be leased to a currently unknown tenant, while the 2nd floor will be leased out for residential purposes.

Financial Assistance Request

This project is eligible under the Downtown Urban Renewal Plan for consideration of certain incentives that promote redevelopment of existing buildings needing repairs, similar to what was done at the City Hall Annex. The typical incentive offered for downtown projects such as this is a rebate of 100% of the tax increments on the increased value of the property after the improvements are complete, with a minimum increase in value of \$200,000.

A copy of the Agreement for Private Development for Prestige WW, LLC is attached for your review and outlines the proposed scope of work proposed for 203-205 Main Street. This redevelopment project anticipates a total investment of a minimum \$350,000 for the building's construction costs, and when complete, the building is anticipated to be assessed at over \$800,000.

The project is expected to be completed by February of 2020, with full assessment of the Minimum Improvements on January 1, 2021 and debt certification to the Auditor by the City prior to December 1, 2020. The Economic Development Grants shall commence on June 1, 2023 and end on June 1, 2027 based on the value added to the property. The following schedule would be applicable:

June 1, 2023 100% of Tax Increments for Fiscal Year 21-22
 June 1, 2024 100% of Tax Increments for Fiscal Year 22-23
 June 1, 2025 100% of Tax Increments for Fiscal Year 23-24
 June 1, 2026 100% of Tax Increments for Fiscal Year 24-25
 June 1, 2027 100% of Tax Increments for Fiscal Year 25-26

The maximum amount of tax rebates provided to the developer shall not exceed \$42,897. This is based on using a maximum of \$350,000 tax increment increase in the valuation of the minimum improvements to the building.

Recommendation

It is recommended that City Council approve and adopt the following:

1. Resolution approving and executing an Agreement for Private Development between Prestige WW, LLC and the City of Cedar Falls.

Approval of this project is consistent with Organizational Goal 6: Create an environment conducive to economic development. This is further identified on Page 23 of City Council Goals under Supporting Policies:

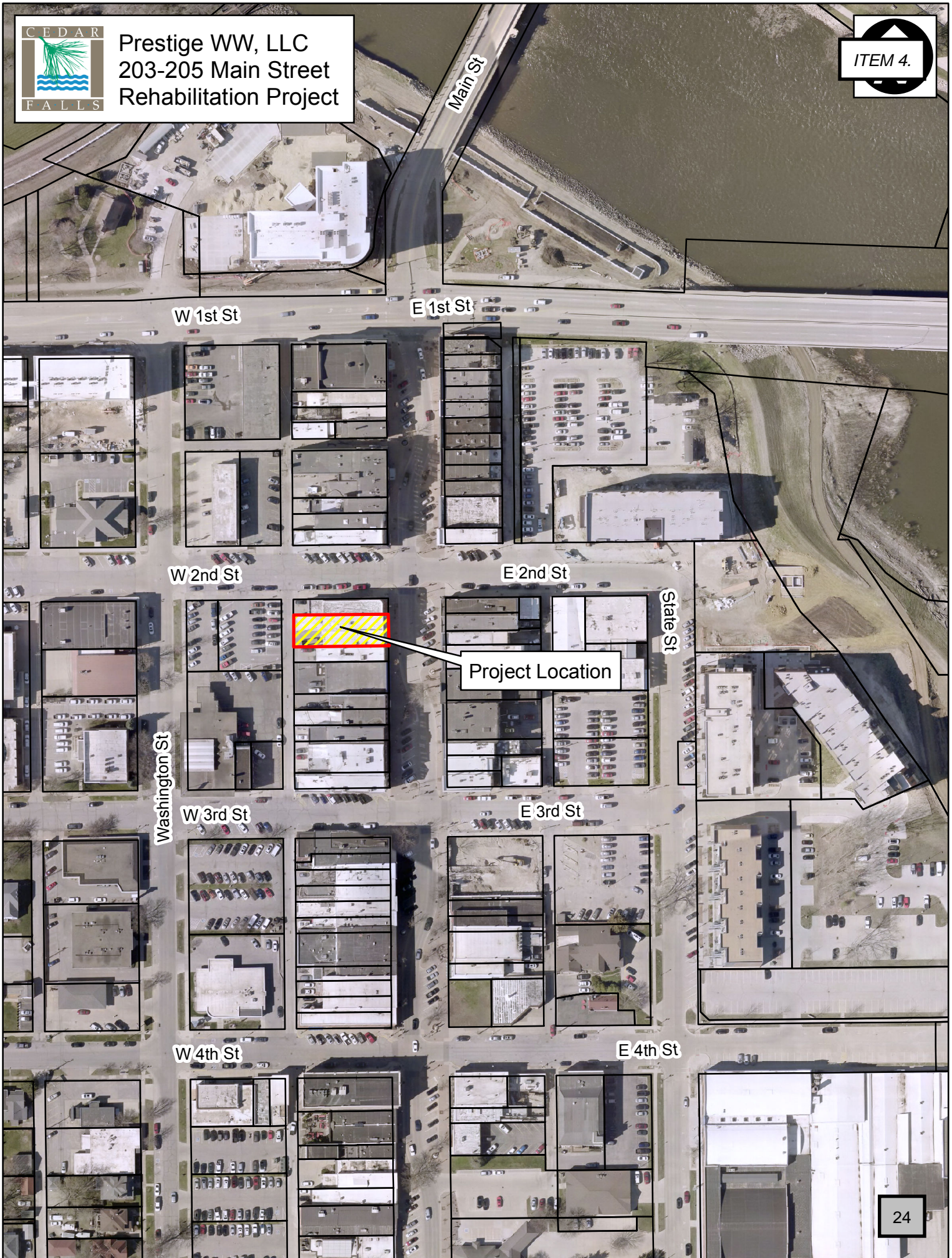
*Continue to support public and private economic development efforts in Cedar Falls and the metropolitan area.

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

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



Prestige WW, LLC
203-205 Main Street
Rehabilitation Project



AGREEMENT FOR PRIVATE DEVELOPMENT

By and Between

CITY OF CEDAR FALLS, IOWA

AND

PRESTIGE WW, L.L.C.

December, 2019

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AGREEMENT FOR PRIVATE DEVELOPMENT

THIS AGREEMENT FOR PRIVATE DEVELOPMENT (hereinafter called "Agreement"), is made on or as of the ____ day of _____, 2019, by and between the CITY OF CEDAR FALLS, IOWA, a municipality (hereinafter called "City"), established pursuant to the Code of Iowa of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2019, as amended (hereinafter called "Urban Renewal Act"), and Prestige WW, L.L.C., an Iowa limited liability company, having offices for the transaction of business at 1304 Washington Street, Cedar Falls, Iowa 50613 (hereinafter known as "Developer").

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the City has undertaken a program for the development of an economic development area in the City and, in this connection, is engaged in carrying out urban renewal project activities in an area known as the Downtown Development Area Urban Renewal Area ("Area" or "Urban Renewal Area"), as set forth in the Downtown Development Area Urban Renewal Plan, as amended ("Plan" or "Urban Renewal Plan"); and

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

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

WHEREAS, Developer is willing to construct certain Minimum Improvements on the Development Property and Developer will thereafter cause the same to be operated in accordance with this Agreement, and is willing to agree to certain terms and conditions regarding the future ownership and use of the Development Property, as more particularly set forth in this Agreement; and

WHEREAS, the construction of the Minimum Improvements on the Development Property will alleviate the blighted condition of the neighborhood and will benefit the City economically through increased property tax generation and increased sales tax generation on the retail floor of the Minimum Improvements, and will otherwise provide economic growth; and

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

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

ARTICLE I. DEFINITIONS

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

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

Area or Urban Renewal Area shall mean the area known as Downtown Development Urban Renewal Area.

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

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

Code or Code of Iowa means the Code of Iowa, 2019, as amended.

Commencement Date means the date of this Agreement.

Downtown Development Area Urban Renewal Tax Increment Revenue Fund means the special fund of the City created under the authority of Section 403.19(2) of the Code, which fund was created in order to pay the principal of and interest on loans, monies advanced to or indebtedness, whether funded, refunded, assumed or otherwise, including bonds or other obligations issued under the authority of Chapters 15A, 403 or 384 of the Code, incurred by the City to finance or refinance in whole or in part projects undertaken pursuant to the Urban Renewal Plan for the Urban Renewal Area.

Developer means Prestige WW, L.L.C., collectively, and its successors and assigns.

Development Property means that portion of the Downtown Development Area Urban Renewal Area of the City described in Exhibit A and locally known as 203-205 Main Street.

Economic Development Grants means the payments to be made by the City to Developer under Article VIII of this Agreement.

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

First Mortgage means any Mortgage granted to secure any loan made pursuant to either a mortgage commitment obtained by Developer from a commercial lender or other financial institution to fund any portion of the construction costs and initial operating capital requirements of the Minimum Improvements or all such Mortgages as appropriate.

Full-Time Equivalent Employment Unit means the employment at the Minimum Improvements of the equivalent of one person for an average of 2,000 hours per year, assuming eight hours per day for a five-day, forty-hour work week for fifty weeks per year.

Minimum Improvements shall mean the construction of improvements on the Development Property as described in Exhibit B.

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

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

Prestige WW, L.L.C., 203-205 Main Street TIF Account means a separate account within the Downtown Development Area Urban Renewal Tax Increment Revenue Fund of the City, in which there shall be deposited Tax Increments received by the City with respect to the Minimum Improvements on the Development Property.

Project shall mean the construction of the Minimum Improvements on the Development Property, as described in this Agreement.

State means the State of Iowa.

Tax Increments means the property tax revenues on the Minimum Improvements divided and made available to the City for deposit in the Prestige WW, L.L.C., 203-205 Main Street TIF Account of the Downtown Development Area Urban Renewal Tax Increment Revenue Fund under the provisions of Section 403.19 of the Code, as amended.

Termination Date means the date of termination of this Agreement, as established in Section 12.8 of this Agreement.

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

Urban Renewal Area means the area included within the boundaries of the Downtown Development Area Urban Renewal Area, as amended.

Urban Renewal Plan means the Urban Renewal Plan approved with respect to the Downtown Development Area Urban Renewal Area, described in the preambles hereof.

ARTICLE II. REPRESENTATIONS AND WARRANTIES

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

a. The City is a municipal corporation and municipality organized under the provisions of the Constitution and the laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.

b. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a breach of, the terms, conditions or provisions of any contractual restriction,

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evidence of indebtedness, agreement or instrument of whatever nature to which the City is now a party or by which it is bound, nor do they constitute a default under any of the foregoing.

c. The City would not undertake its obligations under this Agreement without the consideration being made to the City pursuant to this Agreement, including, without limitation, the consideration set forth in Article IV.

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

a. Prestige WW, L.L.C. is an Iowa limited liability company, duly organized and validly existing under the laws of the State of Iowa, with all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under this Agreement.

b. This Agreement has been duly and validly authorized, executed and delivered by Developer and, assuming due authorization, execution and delivery by the City, is in full force and effect and is a valid and legally binding instrument of Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

c. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the governing documents of Developer or of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which Developer is now a party or by which it or its property is bound, nor do they constitute a default under any of the foregoing.

d. There are no actions, suits or proceedings pending or threatened against or affecting Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of Developer or which in any manner raises any questions affecting the validity of the Agreement or Developer's ability to perform its obligations under this Agreement.

e. Developer will cause the Minimum Improvements to be constructed in accordance with the terms of this Agreement, the Urban Renewal Plan, and all local, State, and federal laws and regulations.

f. Developer will use its best efforts to obtain or cause to be obtained, in a timely manner, all required permits, licenses, and approvals, and will meet, in a timely manner, all requirements of all applicable local, State, and federal laws and regulations which must be obtained or met before the Minimum Improvements may be lawfully constructed.

g. The construction of the Minimum Improvements will require a total investment of approximately \$350,000 for construction costs (building only).

h. Developer has not received any notice from any local, State or federal official that the activities of Developer with respect to the Development Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the City has previously been notified in writing). Developer is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State or federal environmental law, regulation or review procedure applicable to the Development Property, and Developer is not currently aware of any violation of any local, State or federal environmental law, regulation or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.

i. Developer has firm commitments for construction or acquisition and permanent financing for the Project in an amount sufficient, together with equity commitments, to successfully complete the Minimum Improvements in accordance with the Construction Plans contemplated in this Agreement.

j. Developer will cooperate fully with the City in resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Minimum Improvements.

k. Developer expects that, barring Unavoidable Delays, the Minimum Improvements will be completed by February 29, 2020.

l. Developer would not undertake its obligations under this Agreement without the payment by the City of the Economic Development Grants being made to Developer pursuant to this Agreement.

m. Developer agrees to comply with all of the provisions of Article IV of this Agreement.

ARTICLE III. CONSTRUCTION OF MINIMUM IMPROVEMENTS

Section 3.1. Construction of Minimum Improvements. Developer agrees that it will cause the Minimum Improvements to be constructed on the Development Property in conformance with the site plans submitted to the City and attached to this Agreement as part of Exhibit B, after issuance of a building permit issued by the City. Developer agrees that the scope and scale of the Minimum Improvements to be constructed shall not be significantly less than the scope and scale of the Minimum Improvements as detailed and outlined in the site plans, and shall require a total investment and building permit valuation of approximately \$350,000.

Section 3.2. Commencement and Completion of Construction. Subject to Unavoidable Delays, Developer shall cause construction of the Minimum Improvements to be undertaken and completed: (i) by no later than February 29, 2020; or (ii) by such other date as the parties shall mutually agree upon in writing. Time lost as a result of Unavoidable Delays shall be added to extend this date by a number of days equal to the number of days lost as a result of Unavoidable Delays. Developer agrees that it shall permit designated representatives of the City, upon reasonable notice (which does not have to be written), to enter upon the Development Property during the construction of the Minimum Improvements to inspect such construction and the progress thereof.

Section 3.3. Certificate of Completion. Upon written request of Developer after issuance of an occupancy permit for the Minimum Improvements, the City will furnish Developer with a Certificate of Completion in recordable form, in substantially the form set forth in Exhibit C attached hereto. Such Certificate of Completion shall be a conclusive determination of the satisfactory termination of the covenants and conditions of this Agreement with respect to the obligations of Developer to cause construction of the Minimum Improvements.

The Certificate of Completion may be recorded in the proper office for the recordation of deeds and other instruments pertaining to the Development Property at Developer's sole expense. If the City shall refuse or fail to provide a Certificate of Completion in accordance with the provisions of this Section, the City shall, within twenty (20) days after written request by Developer provide a written statement indicating in adequate detail in what respects Developer has failed to complete the Minimum Improvements in accordance with the provisions of this Agreement, or is otherwise in default under the terms of this Agreement, and what measures or acts it will

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be necessary, in the opinion of the City, for Developer to take or perform in order to obtain such Certificate of Completion.

ARTICLE IV. RESERVED

ARTICLE V. INSURANCE

Section 5.1. Insurance Requirements.

a. Developer will provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements (and, from time to time at the request of the City, furnish the City with proof of payment of premiums on):

i. Builder's risk insurance, written on the so-called "Builder's Risk-Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the Minimum Improvements at the date of completion, and with coverage available in non-reporting form on the so-called "all risk" form of policy.

ii. Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations, and contractual liability insurance) with limits against bodily injury and property damage of at least \$1,000,000 for each occurrence. The City shall be named as an additional insured for the City's liability or loss arising out of or in any way associated with the project and arising out of any act, error, or omission of Developer, its directors, officers, shareholders, contractors, and subcontractors or anyone else for whose acts the City may be held responsible (with coverage to the City at least as broad as that which is provided to Developer and not lessened or avoided by endorsement). The policy shall contain a "severability of interests" clause and provide primary insurance over any other insurance maintained by the City.

iii. Workers' compensation insurance with at least statutory coverage.

b. Upon completion of construction of the Minimum Improvements and at all times prior to the Termination Date, Developer shall maintain or cause to be maintained, at its cost and expense (and from time to time at the request of the City shall furnish proof of the payment of premiums on), insurance as follows:

i. Insurance against loss and/or damage to the Minimum Improvements under a policy or policies covering such risks as are ordinarily insured against by similar businesses, including (without limitation the generality of the foregoing) fire, extended coverage, vandalism and malicious mischief, explosion, water

damage, demolition cost, debris removal, and collapse in an amount not less than the full insurable replacement value of the Minimum Improvements, but any such policy may have a deductible amount of not more than \$50,000 or self-insurance up to not more than \$1,000,000. No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the preceding sentence, by reason of co-insurance provisions or otherwise, without the prior consent thereto in writing by the City. The term "full insurable replacement value" shall mean the actual replacement cost of the Minimum Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains, and other uninsurable items) and equipment, and shall be determined from time to time at the request of the City, but not more frequently than once every three years, by an insurance consultant or insurer selected and paid for by Developer and approved by the City.

ii. Comprehensive general public liability insurance, including personal injury liability for injuries to persons and/or property, including any injuries resulting from the operation of automobiles or other motorized vehicles on or about the Development Property, in the minimum amount for each occurrence and for each year of \$1,000,000.

iii. Such other insurance, including workers' compensation insurance respecting all employees of Developer, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure; provided that Developer may be self-insured with respect to all or any part of its liability for workers' compensation.

c. All insurance required by this Article V to be provided prior to the Termination Date shall be taken out and maintained in responsible insurance companies selected by Developer, which are authorized under the laws of the State to assume the risks covered thereby. Developer will deposit annually with the City copies of policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Article V, each policy shall contain a provision that the insurer shall not cancel or modify it without giving written notice to Developer and the City at least thirty (30) days before the cancellation or modification becomes effective. Not less than fifteen (15) days prior to the expiration of any policy, Developer shall furnish the City evidence satisfactory to the City that the policy has been renewed or replaced by another policy conforming to the provisions of this Article V, or that there is no necessity therefor under the terms hereof. In lieu of separate policies, Developer may maintain a single policy, or blanket or umbrella policies, or a combination thereof, which provide the total coverage required herein, in which event Developer shall deposit with the City a certificate or

certificates of the respective insurers as to the amount of coverage in force upon the Minimum Improvements.

d. Developer agrees to notify the City immediately in the case of damage exceeding \$25,000 in amount to, or destruction of, the Minimum Improvements or any portion thereof resulting from fire or other casualty. Net Proceeds of any such insurance shall be paid directly to Developer, and Developer will forthwith repair, reconstruct, and restore the Minimum Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, Developer will apply the Net Proceeds of any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof.

e. Developer shall complete the repair, reconstruction, and restoration of the Minimum Improvements, whether or not the Net Proceeds of insurance received by Developer for such purposes are sufficient.

ARTICLE VI. FURTHER COVENANTS OF DEVELOPER

Section 6.1. Maintenance of Properties. Developer will maintain, preserve, and keep its properties within the City (whether owned in fee or a leasehold interest), including but not limited to the Minimum Improvements, in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions.

Section 6.2. Maintenance of Records. Developer will keep at all times proper books of record and account in which full, true, and correct entries will be made of all dealings and transactions of or in relation to the business and affairs of Developer relating to this Project in accordance with generally accepted accounting principles, consistently applied throughout the period involved, and Developer will provide reasonable protection against loss or damage to such books of record and account.

Section 6.3. Compliance with Laws. Developer will comply with all state, federal and local laws, rules and regulations relating to the Minimum Improvements.

Section 6.4. Non-Discrimination. In carrying out the construction and operation of the Minimum Improvements, the Developer shall not discriminate against any employee or applicant for employment because of race, creed, color, gender, sex, sexual orientation, gender identity, religion, national origin, age or disability. The Developer shall ensure that applicants for employment are employed, and the employees are treated

during employment, without regard to their race, creed, color, gender, sex, sexual orientation, gender identity, religion, national origin, age or disability.

Section 6.5 Available Information. Upon request, Developer shall promptly provide the City with copies of information requested by City that are related to this Agreement so that City can determine compliance with the Agreement.

Section 6.6 Employment. Developer agrees that the Minimum Improvements will create usable commercial space for office and/or retail tenants on the lower level with residential space above. Developer shall use its best efforts to ensure that at least 2 Full-Time Equivalent Employment Units will be employed by Developer's tenant(s) at the Minimum Improvements by October 1, 2020 and retained until at least the Termination Date of this Agreement.

Section 6.7 Annual Certification. To assist the City in monitoring the Agreement and performance of Developer hereunder, a duly authorized officer of Developer shall annually provide to the City: (i) proof that all ad valorem taxes on the Development Property and Minimum Improvements have been paid for the prior fiscal year and any taxes due and payable for the current fiscal year as of the date of certification; (ii) the date of the first full assessment of the Minimum Improvements; (iii) certification of the number of Full-Time Equivalent Employment Units as of October 1 and as of the first day of each of the preceding eleven (11) months; and (iv) certification that such officer has re-examined the terms and provisions of this Agreement and that at the date of such certificate, and during the preceding twelve (12) months, Developer is not, or was not, in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto. Such statement, proof and certificate shall be provided not later than October 15 of each year, commencing October 15, 2021 and ending on October 15, 2026, both dates inclusive. Developer shall provide supporting information for their Annual Certifications upon request of the City. See Exhibit E for form required for Developer's Annual Certification.

Section 6.8. Term of Operation. Developer will continue its efforts to lease the Minimum Improvements on the Development Property and its other obligations contained in this Agreement, including the employment obligations in Section 6.6, until the Termination Date of this Agreement.

Section 6.9 Developer Completion Guarantee. By signing this Agreement, Developer hereby guarantees to the City performance by Developer of all the terms and provisions of this Agreement pertaining to Developer's obligations with respect to the construction of the Minimum Improvements. Without limiting the generality of the foregoing, Developer guarantees that: (a) construction of the Minimum Improvements shall commence and be completed within the time limits set forth herein; (b) the Minimum Improvements shall be constructed and completed in accordance with the Construction Plans; (c) the Minimum Improvements shall be constructed and completed free and clear of any mechanic's liens, materialman's liens and equitable liens; (d) all costs of constructing the Minimum Improvements shall be paid when due.

Section 6.10. Relocation. Developer agrees and covenants that as of the date of this Agreement the Minimum Improvements have not been leased to a Relocating Entity, and the Economic Development Grants shall not be assigned to or otherwise transferred to a Relocating Entity so as to incentivize such an entity to relocate into the Minimum Improvements. For purposes of this Agreement, a Relocating Entity is any commercial entity that is relocating to the City from another part of Black Hawk County or a contiguous county.

ARTICLE VII. PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

Section 7.1. Status of Developer; Transfer of Substantially All Assets; Assignment. As security for the obligations of Developer under this Agreement, Developer represents and agrees that, prior to the Termination Date, Developer will maintain existence as a company and will not wind up or otherwise dispose of all or substantially all of its assets or transfer, convey, or assign its interest in the Development Property or its interest in this Agreement to any other party unless: (i) the transferee partnership, corporation, limited liability company or individual assumes in writing all of the obligations of Developer under this Agreement; and (ii) the City consents thereto in writing in advance thereof. Notwithstanding the foregoing, however, or any other provisions of this Agreement, Developer may pledge any and/or all of its assets as security for any financing of the Minimum Improvements, and the City agrees that Developer may assign its interest under this Agreement for such purpose.

7.2 Prohibition Against Use as Non-Taxable or Centrally Assessed Property. During the term of this Agreement, the Developer, or its successors, or assigns agree that the Development Property cannot be transferred or sold to a non-profit entity or used for a purpose that would exempt the Development Property or Minimum Improvements from property tax liability. Nor can the Development Property or Minimum Improvements be used as centrally assessed property (including but not limited to, Iowa Code § 428.24 to 428.29 (Public Utility Plants and Related Personal Property); Chapter 433 (Telegraph and

Telephone Company Property); Chapter 434 (Railway Property); Chapter 437 (Electric Transmission Lines); Chapter 437A (Property Used in the Production, Generation, Transmission or Delivery of Electricity or Natural Gas); and Chapter 438 (Pipeline Property)).

ARTICLE VIII. ECONOMIC DEVELOPMENT GRANT

Section 8.1. Economic Development Grant. For and in consideration of the obligations being assumed by Developer hereunder, and as a necessary means of achieving the goals and objectives of the Urban Renewal Plan for the Urban Renewal Area and the Urban Renewal Act, the City agrees, subject to the terms and conditions of this Article and to subject to Developer being and remaining in compliance with the terms of this Agreement, to make up to five (5) consecutive annual payments of Economic Development Grants to Developer up to an aggregate total amount not to exceed Forty Two Thousand Eight Hundred Ninety Seven Dollars (\$42,897) under the following terms and conditions.

In accordance with Section 8.2 below, the existing building located on the Development Property as of January 1, 2019 (assessed value of \$385,030 for building value) will not be considered when determining the amount of Economic Development Grants to which Developer is entitled. The Economic Development Grants are only for the incremental value added above \$385,030. The increased assessed value after construction of the Minimum Improvements for the purpose of this Agreement is required to be at least \$585,000 for Developer to be eligible for Economic Development Grants, and the Black Hawk County Assessor will make the final determination as to the value.

Assuming completion by February 29, 2020, full assessment of the Minimum Improvements on January 1, 2021, and debt certification to the Auditor by the City prior to December 1, 2021, the Economic Development Grants shall commence on June 1, 2023, and end on June 1, 2027, pursuant to Section 403.19 of the Urban Renewal Act under the following formula:

- June 1, 2023 100% of Tax Increments for Fiscal Year 21-22
- June 1, 2024 100% of Tax Increments for Fiscal Year 22-23
- June 1, 2025 100% of Tax Increments for Fiscal Year 23-24
- June 1, 2026 100% of Tax Increments for Fiscal Year 24-25
- June 1, 2027 100% of Tax Increments for Fiscal Year 25-26

Each annual payment shall be equal in amount to the above percentages of the Tax Increments collected by the City with respect to the Minimum Improvements on

Development Property under the terms of the Ordinance and deposited into the Prestige WW, L.L.C., 203-205 Main Street TIF Account (without regard to any averaging that may otherwise be utilized under Section 403.19 and excluding any interest that may accrue thereon prior to payment to the Developer) during the preceding twelve-month period in respect of the Development Property and the Minimum Improvements, but subject to limitation and adjustment as provided in this Article (such payments being referred to collectively as the "Economic Development Grants").

The above schedule of the payments for Economic Development Grants is based on the first full assessment of the Minimum Improvements being January 1, 2021. If the completion of the Minimum Improvements is delayed so that the Minimum Improvements are not fully assessed as of January 1, 2021, then the Economic Development Grants will not begin as scheduled above. In no event shall the City certify a request for Tax Increment to the County until the Minimum Improvements are fully assessed. It is the responsibility of the Developer to inform the City in writing when the Minimum Improvements are first fully assessed and to do so not later than October 15 after the January 1 when the Minimum Improvements are first fully assessed.

Section 8.2 Existing Value. For the purposes of this Agreement, the value of the existing building and land located on the Development Property as of January 1, 2019 (assessed value of \$385,030 for building value) will not be considered when determining the amount of Economic Development Grants to which Developer is entitled. The Economic Development Grant is only for the Minimum Improvements described in this Agreement and not any future expansions which, to be eligible for Economic Development Grants, would be the subject of an amendment or new agreement, at the sole discretion of the City Council.

Section 8.3 Conditions. Notwithstanding the provisions of Section 8.1 above, the obligation of the City to make an Economic Development Grant in any year shall be subject to and conditioned upon the following:

- (a) an increase in assessed value of at least 50% resulting from construction of the Minimum Improvements; and
- (b) a total investment of at least \$350,000, substantiated by documented receipts and invoices provided to the City as part of Developer's Annual Certifications;
- (c) compliance with the terms of this Agreement and the obligations imposed under the State Agreement;

(d) timely filing by Developer of the Annual Certifications required under Section 6.7 hereof and the Council's approval thereof.

Section 8.4. Grant Schedule. After the Minimum Improvements are first fully assessed and if in compliance with this Agreement, if the Developer's Annual Certification is timely filed and contains the information required under Section 6.7 and the Council approves of the same, the City shall certify to the County prior to December 1 of that year its request for the available Tax Increments resulting from the assessments imposed by the County as of January 1 of that year, to be collected by the County and paid to the City as taxes are paid during the following fiscal year and which shall thereafter be disbursed to Developer on the following June 1. (Example: assuming completion by February 2020 and first full assessment on January 1, 2021 if Developer and the City each so certify in October 2021, the first Economic Development Grants would be paid to Developer on June 1, 2023 (for 100% of the Tax Increment for fiscal year 2021-2022)). Compliance with the terms and conditions of this Agreement is a condition precedent to an Economic Development Grant. As an example, if property taxes are not paid, the Developer is not eligible for an Economic Development Grant.

In the event that the Annual Certification required to be delivered by the Developer under Section 6.7 is not delivered to the City by October 15 of any year, the Developer recognizes and agrees that the City may have insufficient time to review and approve the same and certify its request for Tax Increments to the County and that, as a result, no Economic Development Grant may be made to the Developer in respect thereof. The City covenants to act in good faith to appropriately review and consider any late certification on the part of the Developer, but the City shall not be obligated to make any certification to the County for the available Tax Increments or make any corresponding payment of the Economic Development Grant to the Developer if, in the reasonable judgment of the City, it is not able to give appropriate consideration (which may include, but not be limited to, specific discussion before the City Council at a regular City Council meeting with respect thereto) to the Developer's certification due to its late filing.

Section 8.5. Maximum Amount of Grants. The aggregate amount of the Economic Development Grants that may be paid to Developer under this Agreement shall be equal to the sum of the total amount of the applicable percentage of Tax Increments collected in respect of the assessments imposed on the Minimum Improvements over the specified time period, but in no event shall exceed a total aggregate amount of \$42,897. Economic Development Grants shall at all times be subject to suspension, reduction, or termination in accordance with the terms of this Article VIII. Thereafter the taxes levied on the Minimum Improvements shall be divided and applied in accordance with the Urban Renewal Act and the Ordinance.

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It is recognized by all parties that the total aggregate amount set forth above is a maximum amount only and that the actual payment amounts will be determined as set forth in Section 8.1 and this Article.

Section 8.6. Limitations. In the event that an Event of Default occurs or any certification filed by Developer under Section 6.7 (or other information) discloses the existence or prior occurrence of an Event of Default that was not cured or cannot reasonably be cured, the City shall have no obligation thereafter to make any payments to Developer in respect of the Economic Development Grants and the provisions of this Article shall terminate and be of no further force or effect.

Each Annual Certification filed by Developer under Section 6.7 hereof shall be considered separately in determining whether the City shall make any of the Economic Development Grant payments available to Developer under this Section. Under no circumstances shall the failure by Developer to qualify for an Economic Development Grant in any year serve to extend the term of this Agreement beyond the Termination Date or the years during which Economic Development Grants may be awarded to Developer or the total amount thereof, it being the intent of parties hereto to provide Developer with an opportunity to receive Economic Development Grants only if Developer fully complies with the provisions hereof and the Developer becomes entitled thereto, up to the maximum aggregate amount set forth in Section 8.1(c).

Section 8.7. Source of Grant Funds Limited.

a. The Economic Development Grants shall be payable from and secured solely and only by amounts deposited and held in the Prestige WW, L.L.C., 203-205 Main Street TIF Account of the Downtown Development Urban Renewal Tax Increment Revenue Fund of the City. The City hereby covenants and agrees to maintain the Ordinance in force during the term hereof and to apply the appropriate percentage of Tax Increments collected in respect of the Minimum Improvements and allocated to the Prestige WW, L.L.C., 203-205 Main Street TIF Account to pay the Economic Development Grants, as and to the extent set forth in this Article. The Economic Development Grants shall not be payable in any manner by other tax increment revenues or by general taxation or from any other City funds. Any commercial and industrial property tax replacement monies that may be received under chapter 441.21A shall not be included in the calculation to determine the amount of Economic Development Grants for which Developer is eligible, and any monies received back under chapter 426C relating to the Business Property Tax Credit shall not be included in the calculation to determine the amount of Economic Development Grants for which Developer is eligible.

b. Each Economic Development Grant is subject to annual appropriation by the City Council. The right of non-appropriation reserved to the City in this Section is intended by the parties, and shall be construed at all times, so as to ensure that the City's obligation to make future Economic Development Grants shall not constitute a legal indebtedness of the City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction to create, or result in the creation of, such a legal indebtedness of the City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no Event of Default by the City shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision. To this end the provisions of this Agreement are severable.

c. Notwithstanding the provisions of Section 8.1 hereof, the City shall have no obligation to make an Economic Development Grant to Developer if at any time during the term hereof the City fails to appropriate funds for payment, or receives an opinion from its legal counsel to the effect that the use of Tax Increments resulting from the Minimum Improvements to fund an Economic Development Grant to Developer, as contemplated under said Section 8.1, is not authorized or otherwise an appropriate urban renewal activity permitted to be undertaken by the City under the Urban Renewal Act or other applicable provisions of the Code, as then constituted or under controlling decision of any Iowa Court having jurisdiction over the subject matter hereof. Upon receipt of any such legal opinion or non-appropriation, the City shall promptly forward notice of the same to Developer. If the non-appropriation or circumstances or legal constraints giving rise to the decision continue for a period during which two (2) annual Economic Development Grants would otherwise have been paid to the Developer under the terms of Section 8.1, the City may terminate this Agreement, without penalty or other liability to the City, by written notice to Developer.

d. The City makes no representation with respect to the amounts that may finally be paid to Developer as the Economic Development Grants, and under no circumstances shall the City in any manner be liable to Developer so long as the City timely applies the appropriate percentage of Tax Increments actually collected and held in the Prestige WW, L.L.C., 203-205 Main Street TIF Account (regardless of the amounts thereof) to the payment of the corresponding Economic Development Grants to Developer as and to the extent described in this Article.

Section 8.8. Use of Other Tax Increments. The City shall be free to use any and all Tax Increments collected from any other properties within the Downtown Development Urban Renewal Area, or any available Tax Increments resulting from the suspension or termination of the Economic Development Grants, for any purpose for which the Tax Increments may lawfully be used pursuant to the provisions of the Urban Renewal Act (including an allocation of all or any portion thereof to the reduction of any eligible City costs), and the City shall have no obligations to Developer with respect to the use thereof.

Section 8.9. Real Property Taxes. Developer or its successors shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property acquired and owned or leased by them and pursuant to the provisions of this Agreement. Until Developer's obligations have been assumed by any other person or legal title to the property is vested in another person, all pursuant to the provisions of this Agreement, Developer shall be solely responsible for all assessments and taxes.

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

a. They will not seek administrative review or judicial review of the applicability or constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Development Property, Minimum Improvements, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; and

b. They will not seek any tax exemption deferral or abatement either presently or prospectively authorized under any State, federal or local law with respect to taxation of real property contained on the Development Property between the date of execution of this Agreement and the Termination Date.

ARTICLE IX. INDEMNIFICATION

Section 9.1. Release and Indemnification Covenants.

a. Developer releases the City and the governing body members, officers, agents, servants and employees thereof (hereinafter, for purposes of this Article IX, the "indemnified parties") from, covenants and agrees that the indemnified parties shall not be liable for, and agrees to indemnify, defend, and hold harmless the indemnified parties

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against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Minimum Improvements or Development Property.

b. Except for any willful misrepresentation or any willful or wanton misconduct or any unlawful act of the indemnified parties, Developer agrees to protect and defend the indemnified parties, now or forever, and further agrees to hold the indemnified parties harmless, from any claim, demand, suit, action or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from: (i) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by Developer against the City to enforce its rights under this Agreement); (ii) the acquisition and condition of the Development Property and the construction, installation, ownership, and operation of the Minimum Improvements; or (iii) any hazardous substance or environmental contamination located in or on the Development Property.

c. The indemnified parties shall not be liable for any damage or injury to the persons or property of Developer or their officers, agents, servants or employees or any other person who may be about the Minimum Improvements or Development Property due to any act of negligence of any person, other than any act of negligence on the part of any such indemnified party or its officers, agents, servants or employees.

d. All covenants, stipulations, promises, agreements, and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the City, and not of any governing body member, officer, agent, servant or employee of the City in the individual capacity thereof.

e. The provisions of this Article IX shall survive the termination of this Agreement.

ARTICLE X. REMEDIES

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

- a. Failure by Developer to cause the construction of the Minimum Improvements to be completed and the operations to continue pursuant to the terms and conditions of this Agreement;
- b. Failure by Developer to comply with any provision of this Agreement or the State Agreement;
- c. Transfer of Developer's interest in the Development Property or any interest in this Agreement or the assets of Developer in violation of the provisions of this Agreement;
- d. Failure by Developer to pay ad valorem taxes on the Development Property and Minimum Improvements;
- e. Failure by Developer to substantially observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement;
- f. The holder of any mortgage on the Development Property, or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable mortgage documents;
- g. Developer shall:
 - i. file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or
 - ii. make an assignment for the benefit of its creditors; or
 - iii. admit in writing its inability to pay its debts generally as they become due; or
 - iv. be adjudicated as bankrupt or insolvent; or if a petition or answer proposing the adjudication of Developer as a bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of Developer or the Minimum Improvements, or part thereof, shall be appointed in any proceedings brought

against Developer, and shall not be discharged within ninety (90) days after such appointment, or if Developer shall consent to or acquiesce in such appointment; or

h. Any representation or warranty made by Developer in this Agreement or in any written statement or certificate furnished by Developer pursuant to this Agreement, shall prove to have been incorrect, incomplete or misleading in any material respect on or as of the date of the issuance or making thereof.

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

a. The City may suspend its performance under this Agreement until it receives assurances from Developer, deemed adequate by the City, that Developer will cure the default and continue its performance under this Agreement;

b. The City may terminate this Agreement;

c. The City may withhold the Certificate of Completion;

d. The City may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of Developer, as the case may be, under this Agreement; or

e. The City shall be entitled to recover from the Developer, and the Developer shall repay to the City, an amount equal to the full amount of the Economic Development Grants previously made to Developer under Article VIII hereof, with interest thereon at the highest rate permitted by State law. The City may take any action, including any legal action it deems necessary, to recover such amount from Developer.

f. At the option of the City, Developer's right of possession of the Development Property shall terminate, and the City shall be entitled to possession of the Premises. The City may proceed to recover possession by process of law. In the event of such re-entry by process of law, Developer nevertheless agrees to remain answerable for any and all damages the City may sustain by such recovery, whether or not the City relets

the Premises. In the event of re-entry, the City shall have full power that is hereby acceded to by Developer, to relet the Premises for and on behalf of and at the expense of Developer.

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

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

Section 10.5. Agreement to Pay Attorneys' Fees and Expenses. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payment due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of Developer herein contained, Developer agrees that it shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred by the City in connection therewith.

ARTICLE XI RESERVED

ARTICLE XII. MISCELLANEOUS

Section 12.1. Conflict of Interest. Developer represents and warrants that, to its best knowledge and belief after due inquiry, no officer or employee of the City, or their designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

Section 12.2. Notices and Demands. A notice, demand or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- a. In the case of Developer, is addressed or delivered personally to Prestige WW, L.L.C., 1304 Washington Street, Cedar Falls, Iowa 50613;
- b. In the case of the City, is addressed to or delivered personally to the City at 220 Clay Street, Cedar Falls, IA 50613, Attn: Jennifer Rodenbeck, Director of Finance and Business Operations;

or to such other designated individual or officer or to such other address as any party shall have furnished to the other in writing in accordance herewith.

Section 12.3. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 12.4. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 12.5. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 12.6. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 12.7 Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 12.8. Termination Date. This Agreement shall terminate and be of no further force or effect on and after December 31, 2027, unless terminated earlier under the provisions of this Agreement.

Section 12.9. Memorandum of Agreement. The parties agree to execute and record a Memorandum of Agreement for Private Development, in substantially the form

Execution Version

attached as Exhibit D, to serve as notice to the public of the existence and provisions of this Agreement, and the rights and interests held by the City by virtue hereof.

Section 12.10 No Third-Party Beneficiaries. No rights or privileges of either party hereto shall inure to the benefit of any landowner, contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, landowner, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

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

[Signatures start on the next page]

(SEAL)

CITY OF CEDAR FALLS, IOWA

By: _____
James P. Brown, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC, City Clerk

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

On this ____ day of _____, 2019, before me a Notary Public in and for said State, personally appeared James P. Brown and Jacqueline Danielsen, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Cedar Falls, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and Director of Finance and Business Operations acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

DEVELOPER:

Prestige WW, L.L.C.

By: _____
Brad Leeper, Authorized Representative

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

On this _____ day of _____, 2019, before me the undersigned, a Notary Public in and for said State, personally appeared Brad Leeper, to me personally known, who, being by me duly sworn, did say that he is the Authorized Representative of Prestige WW, L.L.C., and that said instrument was signed on behalf of said limited liability company; and that the said Brad Leeper as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by him voluntarily executed.

Notary Public in and for the State of Iowa

EXHIBIT A

DEVELOPMENT PROPERTY

The Development Property is legally described as follows:

Original Plat Cedar Falls South 44 feet Lot 1 Block 2, Cedar Falls, Iowa.

Locally known as 203-205 Main Street, Cedar Falls, Iowa

Parcel # 8914-12-184-016 (Black Hawk County)

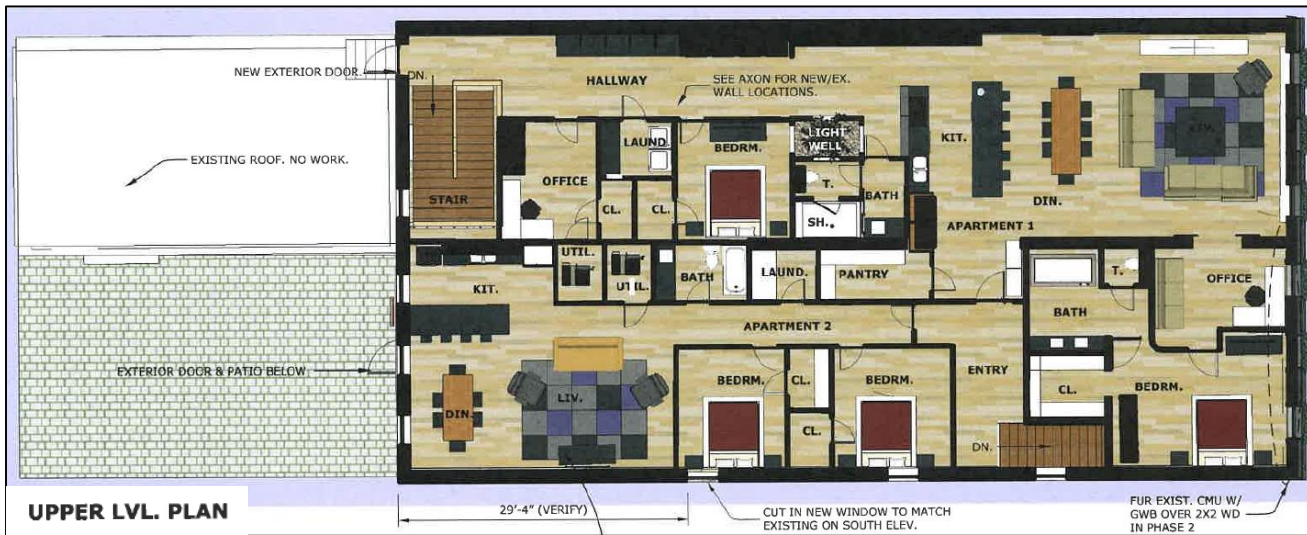
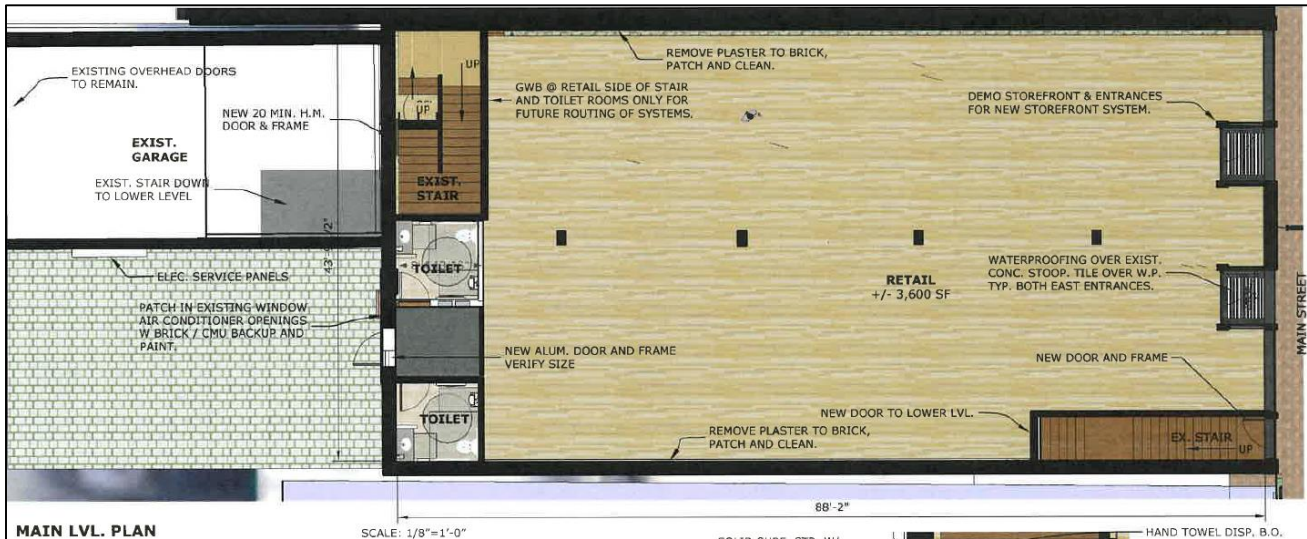
EXHIBIT B

MINIMUM IMPROVEMENTS

Minimum Improvements shall mean the rehabilitation of 3,600 (main base) square feet of commercial space on the first floor of the building, and 3,600 square feet of residential space on the second floor of the building. This will allow for increased commercial business and the creation and retention of jobs and housing. The construction of the Minimum Improvements is expected to be completed in 2020. Construction costs are expected to be approximately \$350,000.



**203-205 Main Street
Proposed Elevation**



Floor Plan

Execution Version

EXHIBIT C

CERTIFICATE OF COMPLETION

WHEREAS, the City of Cedar Falls, Iowa (the "City") and Prestige WW, L.L.C., an Iowa Limited Liability Company, ("Developer"), did on or about the ____ day of _____, 2019, make, execute and deliver, each to the other, an Agreement for Private Development (the "Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City and as more particularly described as follows:

Original Plat Cedar Falls South 44 feet Lot 1 Block 2, Cedar Falls, Iowa.

Locally known as 203-205 Main Street, Cedar Falls, Iowa

(the "Development Property"); and

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

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

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

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

Execution Version

(SEAL)

CITY OF CEDAR FALLS, IOWA

By: _____
James P. Brown, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC, City Clerk

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

On this _____ day of _____, 2019, before me a Notary Public in and for said State, personally appeared James P. Brown and Jacqueline Danielsen, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Cedar Falls, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

EXHIBIT D

MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT

WHEREAS, the City of Cedar Falls, Iowa (the "City"), and Prestige WW, L.L.C., an Iowa Limited Liability Company, ("Developer"), did on or about the ____ day of _____, 2019, make, execute and deliver, each to the other, an Agreement for Private Development (the "Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Agreement and the Downtown Development Area Urban Renewal Plan (the "Plan"), to develop certain real property located within the City and within the Downtown Development Urban Renewal Plan/Area.

The Development Property is described as follows:

Original Plat Cedar Falls South 44 feet Lot 1 Block 2, Cedar Falls, Iowa.

Locally known as 203-205 Main Street, Cedar Falls, Iowa

Parcel # 8914-12-184-016 (Black Hawk County)

(the "Development Property"); and

WHEREAS, the term of the Agreement commenced on the ____ day of _____, 2019 and terminates on December 31, 2027, unless otherwise terminated as set forth in the Agreement; and

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. That the recording of this Memorandum of Agreement for Private Development shall serve as notice to the public that the Agreement contains provisions restricting development and use of the Development Property and the improvements located and operated on such Development Property.

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

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

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

IN WITNESS WHEREOF, the City and Developer have executed this Memorandum of Agreement for Private Development on the _____ day of _____, 2019.

(SEAL)

CITY OF CEDAR FALLS, IOWA

By: _____
James P. Brown, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC, City Clerk

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

On this _____ day of _____, 2019, before me a Notary Public in and for said State, personally appeared James P. Brown and Jacqueline Danielsen, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Cedar Falls, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

DEVELOPER:

Prestige WW, L.L.C.

By: _____
Brad Leeper, Authorized Representative

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

On this _____ day of _____, 2019, before me the undersigned, a Notary Public in and for said State, personally appeared Brad Leeper, to me personally known, who, being by me duly sworn, did say that he is the Authorized Representative of Prestige WW, L.L.C., and that said instrument was signed on behalf of said limited liability company; and that the said Brad Leeper as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by him voluntarily executed.

Notary Public in and for the State of Iowa

EXHIBIT E
DEVELOPER ANNUAL CERTIFICATION

(due before October 15st as required under terms of Development Agreement)

The Developer certifies the following:

A. During the time period covered by this Certification, the Developer is and was in compliance with Section 6.7 as follows:

(i) all ad valorem taxes on the Development Property then owned by the Developer in the Urban Renewal Area have been paid for the prior fiscal year (and for the current year, if due) and attached to this Annual Certification are proof of payment of said taxes;

(ii) The Minimum Improvements (building only) were first fully assessed on January 1, 20__, at a full assessment value of \$ _____;

(iii) The number of Full-Time Equivalent Employment Units employed at the Minimum Improvements as of October 1, 20__ and as of the first day of each of the preceding eleven (11) months were are follows:

| | |
|---------------------------|--------------------------|
| October 1, 20__ : _____ | April 1, 20__ : _____ |
| September 1, 20__ : _____ | March 1, 20__ : _____ |
| August 1, 20__ : _____ | February 1, 20__ : _____ |
| July 1, 20__ : _____ | January 1, 20__ : _____ |
| June 1, 20__ : _____ | December 1, 20__ : _____ |
| May 1, 20__ : _____ | November 1, 20__ : _____ |

(iv) the undersigned officers of Developer have re-examined the terms and provisions of this Agreement and that at the date of such certificate, and during the preceding twelve (12) months, certify that the Developer is not, or was not, in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto.

Signed this _____ day of _____, 20__.

PRESTIGE WW, L.L.C,
By: _____
Brad Leeper

ATTEST:
By: _____

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

On this _____ day of _____, 2020, before me the undersigned, a Notary Public in and for said State, personally appeared Brad Leeper, to me personally known, who, being by me duly sworn, did say that he is the Authorized Representative of Prestige WW, L.L.C., and that said instrument was signed on behalf of said limited liability company; and that the said Brad Leeper here as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by him voluntarily executed.

Notary Public in and for the State of Iowa

Attachments: (a) Proof of payment of taxes

Execution Version

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

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AN AGREEMENT FOR PRIVATE DEVELOPMENT BY AND BETWEEN THE CITY OF CEDAR FALLS AND PRESTIGE WW, L.L.C.

WHEREAS, by Resolution No. 7418, adopted November 24, 1986, and amended by Amendment No. 1, approved by Resolution No. 12,795 on May 14, 2001, by Amendment No. 2, approved by Resolution No. 18,165 on July 16, 2012, by Amendment No. 3, approved by Resolution No. 18,837 on November 11, 2013, by Amendment No. 4, approved by Resolution 20,864 on December 18, 2017, and by Amendment No. 5, approved by Resolution 21,367 on December 17, 2018, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Downtown Development Area Urban Renewal Plan ("Plan" or "Urban Renewal Plan") for the Downtown Development Area Urban Renewal Area ("Area" or "Urban Renewal Area") described therein, which Plan, as amended, is on file in the office of the Recorder of Black Hawk County; and

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

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

space on the second floor of the building, together with all related site improvements, as outlined in the proposed Agreement; and

WHEREAS, the Agreement further proposes that the City will make up to five (5) consecutive annual payments of Economic Development Grants to Developer in the form of a percentage of Tax Increments generated from the construction of the Minimum Improvements, the cumulative total for all such payments not to exceed the lesser of \$42,897, or the amount accrued under the formula outlined in the proposed Agreement for Private Development, under the terms and following satisfaction of the conditions set forth in the Agreement; and

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

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

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

in similar Iowa businesses being displaced shall not be considered direct jobs for the purpose of dispensing funds; and

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

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

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

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

PASSED AND APPROVED this 16th day of December, 2019.

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsens, MMC, City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

I, Jacqueline Danielsen, City Clerk of the City of Cedar Falls, Iowa, hereby certify that the above and foregoing is a true and correct typewritten copy of Resolution No. _____ duly and legally adopted by the City Council of said City on the ____ day of _____, 2019.

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

Jacqueline Danielsen
City Clerk of Cedar Falls, Iowa



ADMINISTRATION

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

MEMORANDUM

TO: Honorable Mayor James P. Brown and City Council
FROM: Shane Graham, Economic Development Coordinator
DATE: December 9, 2019
SUBJECT: River Place Properties II, LC – Agreement for Private Development

Introduction

For the past few months, City staff has been working with Mark Kittrell of River Place Properties II, LC toward the construction of a new 3-story, 27,709 square foot commercial/office building located at 302 Main Street. The previous building on the property has recently been demolished, which was utilized previously by Wells Fargo Bank.

Project Details

River Place Properties II, LC recently purchased the property at 302 Main Street, and is planning to redevelop it by constructing a new 3-story commercial/office building with a minimum valuation of \$7,450,000. The building will have approximately 6,600 square feet of commercial space on the first floor, and approximately 15,200 square feet of office space on the second and third floors. The building will also include a drive-through window on the rear of the building for the first floor commercial tenant.

Financial Assistance Request

This project is eligible under the Downtown Urban Renewal Plan for consideration of certain incentives that promote redevelopment of existing buildings and properties. The typical incentive offered for downtown projects such as this is a rebate of 100% of the tax increments on the increased value of the property after the improvements are complete, with a minimum increase in value of \$200,000.

A copy of the Agreement for Private Development for River Place Properties II, LLC is attached for your review and outlines the proposed scope of work proposed for 302 Main Street. This redevelopment project anticipates a total investment of a minimum \$7,450,000 for the building's construction costs, and when complete, the property will have a minimum valuation of \$7,654,820 (building and land).

The project is expected to be completed by November of 2020, with full assessment of the Minimum Improvements on January 1, 2021 and debt certification to the Auditor by

the City prior to December 1, 2020. The Economic Development Grants shall commence on June 1, 2023 and end on June 1, 2027 based on the value added to the property. The following schedule would be applicable:

June 1, 2023 100% of Tax Increments for Fiscal Year 21-22
 June 1, 2024 100% of Tax Increments for Fiscal Year 22-23
 June 1, 2025 100% of Tax Increments for Fiscal Year 23-24
 June 1, 2026 100% of Tax Increments for Fiscal Year 24-25
 June 1, 2027 100% of Tax Increments for Fiscal Year 25-26

The maximum amount of tax rebates provided to the developer shall not exceed \$938,187. This is based on using a maximum of \$7,450,000 tax increment increase in the valuation of the minimum improvements to the building.

Recommendation

It is recommended that City Council approve and adopt the following:

1. Resolution approving and executing an Agreement for Private Development between River Place Properties II, LC and the City of Cedar Falls.

Approval of this project is consistent with Organizational Goal 6: Create an environment conducive to economic development. This is further identified on Page 23 of City Council Goals under Supporting Policies:

*Continue to support public and private economic development efforts in Cedar Falls and the metropolitan area.

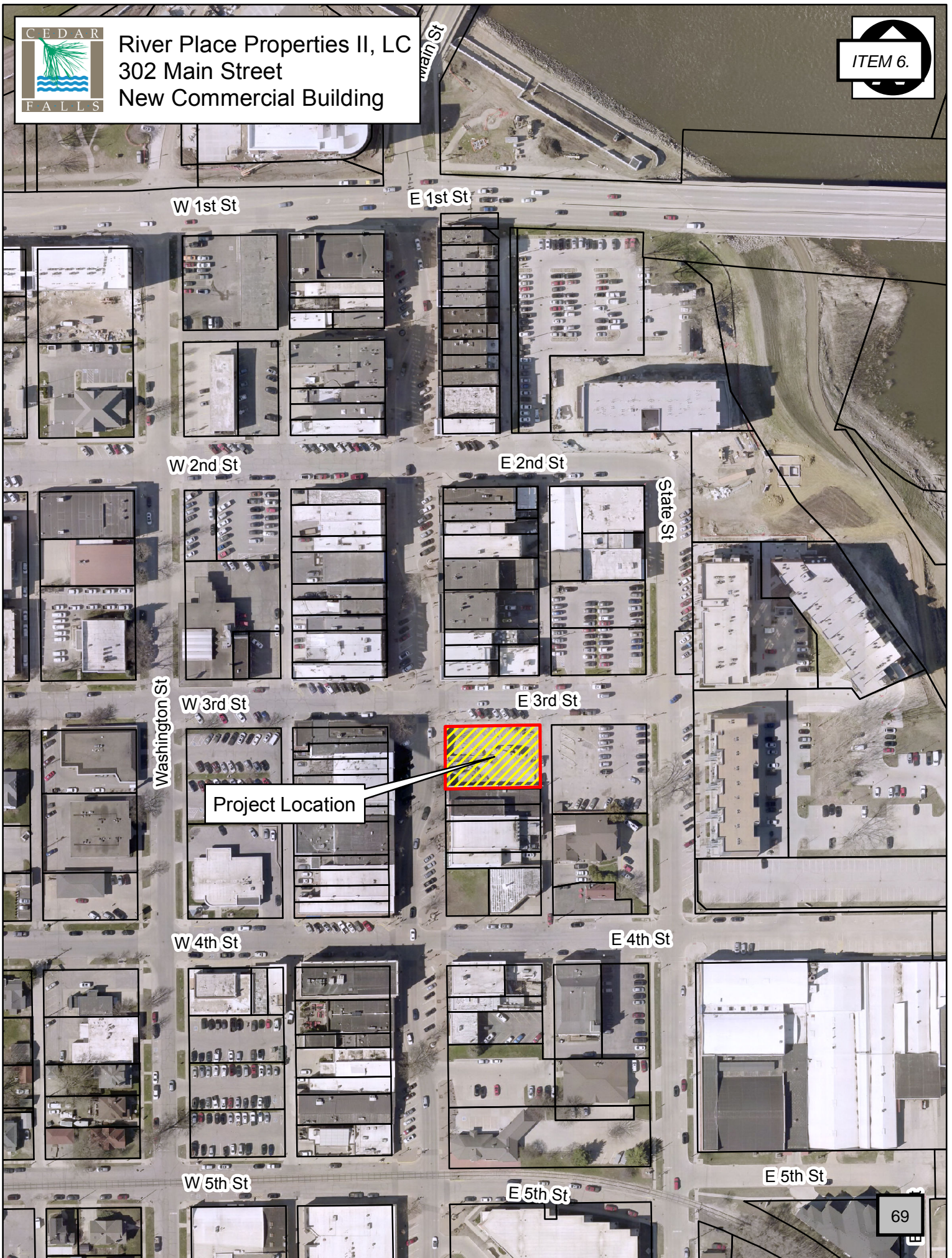
If you have any questions regarding this project, please feel free to let me know.

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



River Place Properties II, LC
302 Main Street
New Commercial Building

ITEM 6.



AGREEMENT FOR PRIVATE DEVELOPMENT
OF PROPERTY LOCALLY KNOWN AS 302 MAIN STREET

By and Between

CITY OF CEDAR FALLS, IOWA

AND

RIVER PLACE PROPERTIES II, LC

December, 2019

AGREEMENT
FOR
PRIVATE DEVELOPMENT

THIS AGREEMENT FOR PRIVATE DEVELOPMENT (hereinafter called "Agreement"), is made on or as of the _____ day of _____ 2019, by and between the CITY OF CEDAR FALLS, IOWA, a municipality (hereinafter called "City"), established pursuant to the Code of Iowa of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2019, as amended (hereinafter called "Urban Renewal Act"), and RIVER PLACE PROPERTIES II, LC, an Iowa limited liability company, having offices for the transaction of business at 200 State Street, Suite 202-Z, Cedar Falls, Iowa 50613 (hereinafter known as "Developer").

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the City has undertaken a program for the development of an economic development area in the City and, in this connection, is engaged in carrying out urban renewal project activities in an area known as the Downtown Development Area Urban Renewal Area ("Area" or "Urban Renewal Area"), as set forth in the Downtown Development Area Urban Renewal Plan, as amended ("Plan" or "Urban Renewal Plan"); and

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

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

WHEREAS, the Developer is willing to construct certain Minimum Improvements on the Development Property and Developer will thereafter cause the same to be operated in accordance with this Agreement, and is willing to agree to certain terms and conditions regarding the future ownership and use of the Development Property, as more particularly set forth in this Agreement; and

WHEREAS, the construction of the Minimum Improvements on the Development Property will alleviate the blighted condition of the neighborhood and will benefit the City economically through increased property tax generation of the Minimum Improvements, and will otherwise provide economic growth; and

WHEREAS, the City believes that the development of the Development Property pursuant to this Agreement and the fulfillment generally of this Agreement, are in the vital and best interests of the residents of the City, and in accord with the public purposes and provisions of the applicable State and

local laws and requirements under which the foregoing project has been undertaken and is being assisted, including but not limited to Chapters 15A and 403 of the Code of Iowa.

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

ARTICLE I. DEFINITIONS

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

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

Area or Urban Renewal Area shall mean the area known as Downtown Development Urban Renewal Area.

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

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

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

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

Code or Code of Iowa means the Code of Iowa, 2019, as amended.

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

Downtown Development Area Urban Renewal Tax Increment Revenue Fund means the special fund of the City created under the authority of Section 403.19(2) of the Code, which fund was created in order to pay the principal of and interest on loans, monies advanced to or indebtedness, whether funded, refunded, assumed or otherwise, including bonds or other obligations issued under the authority of Chapters 15A, 403 or 384 of the Code, incurred by the City to finance or refinance in whole or in part projects undertaken pursuant to the Urban Renewal Plan for the Urban Renewal Area.

RIVER PLACE PROPERTIES II, LC, 302 Main Street TIF Account means a separate account within the Downtown Development Urban Renewal Tax Increment Revenue Fund of the City, in which there shall be deposited Tax Increments received by the City with respect to the Minimum Improvements on the Development Property.

Developer means River Place Properties II, LC, and its permitted successors and assigns.

Development Property means that portion of the Downtown Development Area Urban Renewal Area of the City described in Exhibit A and locally known as 302 Main Street.

Economic Development Grants means the payments to be made by the City to Developer under Article VIII of this Agreement.

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

First Mortgage means any Mortgage granted to secure any loan made pursuant to either a mortgage commitment obtained by Developer from a commercial lender or other financial institution to fund any portion of the construction costs and initial operating capital requirements of the Minimum Improvements or all such Mortgages as appropriate.

Full-Time Equivalent Employment Unit means the employment at the Minimum Improvements of the equivalent of one person for an average of 2,000 hours per year, assuming eight hours per day for a five-day, forty-hour work week for fifty weeks per year.

Minimum Improvements shall mean the construction of improvements on the Development Property as described in Exhibit B.

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

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

Project shall mean the construction of the Minimum Improvements on the Development Property, as described in this Agreement.

State means the State of Iowa.

Tax Increments means the property tax revenues on the Minimum Improvements divided and made available to the City for deposit in the River Place Properties II, LC, 302 Main Street TIF Account of the Downtown Development Urban Renewal Tax Increment Revenue Fund under the provisions of Section 403.19 of the Code, as amended.

Execution Version

Termination Date means the date of termination of this Agreement, as established in Section 12.8 of this Agreement.

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

Urban Renewal Area means the area included within the boundaries of the Downtown Development Area Urban Renewal Area, as amended.

Urban Renewal Plan means the Urban Renewal Plan approved with respect to the Downtown Development Area Urban Renewal Area, described in the preambles hereof.

ARTICLE II. REPRESENTATIONS AND WARRANTIES

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

a. The City is a municipal corporation and municipality organized under the provisions of the Constitution and the laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.

b. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a breach of, the terms, conditions or provisions of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the City is now a party or by which it is bound, nor do they constitute a default under any of the foregoing.

c. The City would not undertake its obligations under this Agreement without the consideration being made to the City pursuant to this Agreement, including, without limitation, the consideration set forth in Article IV.

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

a. River Place Properties II, LC, is an Iowa limited liability company, duly organized and validly existing under the laws of the State of Iowa, with all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under this Agreement.

b. This Agreement has been duly and validly authorized, executed and delivered by Developer and, assuming due authorization, execution and delivery by the City, is in full force and Execution Version

effect and is a valid and legally binding instrument of Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

c. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the governing documents of Developer or of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which Developer is now a party or by which it or its property is bound, nor do they constitute a default under any of the foregoing.

d. There are no actions, suits or proceedings pending or threatened against or affecting Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of Developer or which in any manner raises any questions affecting the validity of the Agreement or Developer's ability to perform its obligations under this Agreement.

e. Developer will cause the Minimum Improvements to be constructed in accordance with the terms of this Agreement, the Urban Renewal Plan, and all local, State, and federal laws and regulations.

f. Developer will use its best efforts to obtain or cause to be obtained, in a timely manner, all required permits, licenses, and approvals, and will meet, in a timely manner, all requirements of all applicable local, State, and federal laws and regulations which must be obtained or met before the Minimum Improvements may be lawfully constructed.

g. The construction of the Minimum Improvements will require a total investment of not less than \$7,450,000.00 for construction costs (building only).

h. Developer has not received any notice from any local, State or federal official that the activities of Developer with respect to the Development Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the City has previously been notified in writing). Developer is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State or federal environmental law, regulation or review procedure applicable to the Development Property, and Developer is not currently aware of any violation of any local, State or federal environmental law, regulation or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.

i. Developer has firm commitments for construction or acquisition and permanent financing for the Project in an amount sufficient, together with equity commitments, to successfully complete the Minimum Improvements in accordance with the Construction Plans contemplated in this Agreement.

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j. Developer will cooperate fully with the City in resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Minimum Improvements.

k. Developer expects that, barring Unavoidable Delays, the Minimum Improvements will be completed by November 30, 2020.

l. Developer would not undertake its obligations under this Agreement without the payment by the City of the Economic Development Grants being made to Developer pursuant to this Agreement.

m. Developer agrees to comply with all of the provisions of Article IV of this Agreement.

n. Developer owns the Development Property, free and clear of all mortgages, liens, or other encumbrances as of the Effective Date of this Agreement, except for Developer's First Mortgage, as defined herein, in favor of Lincoln Savings Bank. As additional consideration for the City's undertaking of its obligations pursuant to this Agreement, Developer covenants, represents and warrants that it will cause Lincoln Savings Bank to execute a consent to the terms and conditions of this Agreement, and a consent to Developer's Declaration of Easements, Covenants and Restrictions provided for in Section 4.10, and in Exhibit F, with such consent to be substantially in the form attached hereto as Exhibit G, contemporaneously with or prior to execution of this Agreement and the associated agreements by Developer and the City.

ARTICLE III. CONSTRUCTION OF MINIMUM IMPROVEMENTS

Section 3.1. Construction of Minimum Improvements. Developer agrees that it will cause the Minimum Improvements to be constructed on the Development Property in conformance with the site plans submitted to the City and attached to this Agreement as part of Exhibit B, after issuance of a building permit by the City. The application for such building permit must be submitted to the City by November 30th, 2019. Developer agrees that the scope and scale of the Minimum Improvements to be constructed shall not be significantly less than the scope and scale of the Minimum Improvements as detailed and outlined in the site plans, and shall require a total investment and building permit valuation of not less than \$7,450,000.00.

Section 3.2. Commencement and Completion of Construction. Subject to Unavoidable Delays, Developer shall cause construction of the Minimum Improvements to be undertaken and completed: (i) by no later than November 30, 2020; or (ii) by such other date as the parties shall mutually agree upon in writing. Time lost as a result of Unavoidable Delays shall be added to extend this date by a number of days equal to the number of days lost as a result of Unavoidable Delays. Developer agrees that it shall permit designated representatives of the City, upon reasonable notice (which does not have to be written), to enter upon the Development Property during the construction of the Minimum Improvements to inspect such construction and the progress thereof.

Section 3.3. Certificate of Completion. Upon written request of Developer after issuance of an occupancy permit for the Minimum Improvements, the City will furnish Developer with a Certificate Execution Version

of Completion in recordable form, in substantially the form set forth in Exhibit C attached hereto. Such Certificate of Completion shall be a conclusive determination of the satisfactory completion of the provisions and conditions of this Agreement with respect to the obligations of Developer to cause construction of the Minimum Improvements.

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

ARTICLE IV. ADDITIONAL TERMS, CONDITIONS, AND PROVISIONS

As additional consideration for the City's agreement to provide the Economic Development Grants provided for in Article VIII, and for the other promises and agreements of the City as provided for in this Agreement, Developer agrees to all of the following terms, conditions and provisions set forth in this Article in addition to the Minimum Improvements.

Section 4.1. Drive-through Conditions. As different uses have different drive-through stacking requirements, if the business located in the 302 Main Street building changes from a financial institution, the drive-through at 302 Main Street shall no longer be used unless approved by the City Council for a new use. In addition, the City reserves the right to impose additional conditions or modifications to the drive-through which may include, but are not limited to, time restrictions, additional signage, or design modifications, if it is determined by the City that the traffic congestion or other characteristics of the drive-through is causing a safety hazard within the public right-of-way.

Section 4.2. Alley Improvements. Developer agrees to repair any damage, at their cost, to the north half of the public alley located between 123 E 3rd Street/305 State Street and 302 Main Street, resulting from the construction of the Minimum Improvements. In addition, the Developer agrees to install signage that delineates directional movement of vehicles in the alley and prohibits vehicular stacking. Both the repair plans for the alley and the signage must be approved by the City before repair and installation begins, and shall comply with accepted engineering standards and practices as well as all City ordinances, rules and regulations.

a. Temporary improvements may be necessary prior to occupancy and prior to final alley improvements. These additional improvements will be completed at the Developer's expense.

b. The Developer shall be responsible for their proportional share of the reconstruction cost of the public alley. Proportional share shall be defined as the west half of the north half of the alley, which abuts the Development Property. The funds for the Developer's proportional share of the reconstruction cost will be provided in escrow prior to the City bidding said project, within 60 days written notice from the City. If funds are not provided within such notice period then the Developer's Execution Version

proportional share will be deducted from the Developer's 5th and final annual Economic Development Grant payment.

Section 4.3. Waste. A temporary screened trash/recycling enclosure will be located on the 123 E 3rd Street property to service the 302 Main Street building until the 123 E. 3rd Street building is completed. Once completed, the two properties will share the trash/recycling facilities in the location indicated on the approved Site Plan.

Section 4.4. Streetscape Improvements. Installation of streetscape improvements shall be consistent with the City's 2015 Downtown Schematic Streetscape Plan and the 2019 Parkade and Streetscape Plan. Streetscape improvements shall include all elements identified in such plans, located between the back of curb and the street side property lines that adjoin the Development Property. These streetscape improvements shall be shared by the Developer and City, as outlined below.

- a. Sidewalk improvements will be necessary for occupancy and prior to final construction streetscape improvements for 302 Main Street, due to timing of the 123 E 3rd Street/ 305 State Street and reconstruction of E. 3rd Street. Such temporary improvements will be completed by the Developer at their expense.
- b. The Developer shall pay to the City an amount of \$23,930.00, which is the cost estimate of the brick material that is to be replaced along Main Street and E 3rd Street, adjacent to the Development Property. If the actual invoice for the brick material is different than \$23,930.00, the Developer will pay that cost. The City will then prepare the subbase and install the brick in these locations at the City's own expense.
- c. Any existing street lights located along E 3rd Street adjacent to the Development Property shall be replaced with decorative street lights, at the Developer's expense. The design of the street light shall match the decorative lights design in place on Main Street and be reviewed and approved by the City prior to installation. Installation is anticipated to be completed at the time of E 3rd St. reconstruction.

Section 4.5 Stormwater Quality. Stormwater quality for the Development Property will be installed and meet the requirements of the Cedar Falls City Code prior to obtaining an occupancy permit.

Section 4.6. Provisions are Covenants Which Run with the Land. Developer agrees that provisions 4.1 and 4.3 of this Article shall be covenants which run with the land.

Section 4.7. Binding Effect of Developer's Obligations. Developer agrees that the obligations of Developer set forth in this Article shall be binding on the Developer, and upon the Execution Version

Developer's successors and assigns, including without limitation, all future owners of the Development Property, perpetually.

Section 4.8. Benefits Shall Inure to the City. The Developer agrees that the provisions of this Article shall inure to the benefit of the City perpetually.

Section 4.9. Violations to Constitute an Event of Default. Developer agrees that the violation of any of the provisions of this Article shall constitute an Event of Default within the meaning of Section 10.1 of this Agreement, and shall entitle the City to resort to any and all of the remedies for default as are provided by this Agreement, including without limitation, Section 10.2 thereof, and by applicable law.

Section 4.10. Provisions of this Article to Control Over Remainder of Agreement. The other provisions of this Agreement to the contrary notwithstanding, all of the provisions, terms, conditions, restrictions, and obligations set forth in this Article shall be perpetual in nature, and shall not terminate as of the Termination Date.

Section 4.11. Execution and Recording of Declaration of Easements, Covenants and Restrictions. The Developer agrees to execute, and to cause to be recorded with the Black Hawk County Recorder, a Declaration of Easements, Covenants and Restrictions, in substantially the form attached hereto as Exhibit F, which memorializes the Developer's obligations as set forth in this Article IV, promptly after execution of this Agreement by the parties hereto.

Section 4.12. Time and Coordination. As indicated in Sections 4.2 and 4.4, certain improvements are necessary for occupancy permit and are the Developer's responsibility; yet final streetscape plan implementation timing is better coordinated in conjunction with the City's planned projects. Following is a general outline of the anticipated timeline and sequencing, acknowledging that details will continue to be coordinated to the mutual benefit of both parties:

- a. East 3rd Street
 - Sidewalk on E. 3rd Street, Closed for the duration of the 302 Main Street Project as of the week of 09/30/2019 – 08/01/2020 (11 months)
 - Parking on E. 3rd Street, Closed for the duration of the 302 Main Street Project as of the week of 09/30/2019 – 08/01/2020 (11 months), subject to proper parking permits.
 - These closures are only between Main Street and the alley. East of the alley will remain open.
- b. Main Street
 - Sidewalk on Main Street, Closed during daytime hours **only** for Steel Erection. 12/11/2019 – 12/18/2019 (6 business days) (sidewalk reopened daily by 5:00 pm and on **all** weekends).
 - Sidewalk on Main Street, Closed for Exterior Stud Framing & Sheathing 02/03/2020 – 02/20/2020 (3 weeks).

- Sidewalk on Main Street, Closed for Exterior Masonry 03/09/2020 – 03/26/2020 (3 weeks).
- c. 3rd Street – 4th Street Alley
- Alley Open during Week Day Construction Hours, approx. 7am-4pm
 - Alley Closed Overnight, Weekends and Holidays.

ARTICLE V. INSURANCE

Section 5.1. Insurance Requirements.

a. Developer will provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements and any improvements to the public right-of-way as set forth in Article IV (and, from time to time at the request of the City, furnish the City with proof of payment of premiums on):

i. Builder's risk insurance, written on the so-called "Builder's Risk– Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the Minimum Improvements at the date of completion, and with coverage available in non-reporting form on the so-called "all risk" form of policy.

ii. Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations, and contractual liability insurance) with limits against bodily injury and property damage of at least \$1,000,000 for each occurrence. The City shall be named as an additional insured for the City's liability or loss arising out of or in any way associated with the project and arising out of any act, error, or omission of Developer, its directors, officers, shareholders, contractors, and subcontractors or anyone else for whose acts the City may be held responsible (with coverage to the City at least as broad as that which is provided to Developer and not lessened or avoided by endorsement). The policy shall contain a "severability of interests" clause and provide primary insurance over any other insurance maintained by the City. A Governmental Immunities Endorsement in a form approved by the City is also required.

iii. Workers' compensation insurance with at least statutory coverage.

b. Upon completion of construction of the Minimum Improvements and at all times prior to the Termination Date, Developer shall maintain or cause to be maintained, at its cost and expense (and from time to time at the request of the City shall furnish proof of the payment of premiums on), insurance as follows:

i. Insurance against loss and/or damage to the Minimum Improvements under a policy or policies covering such risks as are ordinarily insured against by similar businesses, including (without limitation the generality of the foregoing) fire, extended coverage, vandalism and malicious mischief, explosion, water damage, demolition cost, debris removal, and collapse in an amount not less than the full insurable replacement value of the Minimum Improvements, but any such policy may have a deductible amount of not more than \$50,000 or self-insurance up to not more than \$1,000,000.

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No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the preceding sentence, by reason of co-insurance provisions or otherwise, without the prior consent thereto in writing by the City. The term "full insurable replacement value" shall mean the actual replacement cost of the Minimum Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains, and other uninsurable items) and equipment, and shall be determined from time to time at the request of the City, but not more frequently than once every three years, by an insurance consultant or insurer selected and paid for by Developer and approved by the City.

ii. Comprehensive general public liability insurance, including personal injury liability for injuries to persons and/or property, including any injuries resulting from the operation of automobiles or other motorized vehicles on or about the Development Property, in the minimum amount for each occurrence and for each year of \$1,000,000.

iii. Such other insurance, including workers' compensation insurance respecting all employees of Developer, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure; provided that Developer may be self-insured with respect to all or any part of its liability for workers' compensation.

c. All insurance required by this Article V to be provided prior to the Termination Date shall be taken out and maintained in responsible insurance companies selected by Developer, which are authorized under the laws of the State to assume the risks covered thereby. Developer will deposit annually with the City copies of policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Article V, each policy shall contain a provision that the insurer shall not cancel or modify it without giving written notice to Developer and the City at least thirty (30) days before the cancellation or modification becomes effective. Not less than fifteen (15) days prior to the expiration of any policy, Developer shall furnish the City evidence satisfactory to the City that the policy has been renewed or replaced by another policy conforming to the provisions of this Article V, or that there is no necessity therefor under the terms hereof. In lieu of separate policies, Developer may maintain a single policy, or blanket or umbrella policies, or a combination thereof, which provide the total coverage required herein, in which event Developer shall deposit with the City a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Minimum Improvements.

d. Developer agrees to notify the City immediately in the case of damage exceeding \$25,000 in amount to, or destruction of, the Minimum Improvements or any portion thereof resulting from fire or other casualty. Net Proceeds of any such insurance shall be paid directly to Developer, and Developer will forthwith repair, reconstruct, and restore the Minimum Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, Developer will apply the Net Proceeds of any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof.

e. Developer shall complete the repair, reconstruction, and restoration of the Minimum Improvements, whether or not the Net Proceeds of insurance received by Developer for such purposes are sufficient.

ARTICLE VI. ASSESSMENT AGREEMENT AND OTHER COVENANTS

Section 6.1. Execution of Assessment Agreement. The Developer shall agree to, and with the City shall execute, concurrently with the execution of this Agreement, an Assessment Agreement pursuant to the provisions of Section 403.19, Code of Iowa, substantially in the form and content of Exhibit D attached hereto, specifying the Assessor’s Minimum Actual Value for the Minimum Improvements to be constructed on the Development Property for calculation of real property taxes. Specifically, the Developer shall agree to a minimum actual taxable value for the Minimum Improvements and Development Property, which will result in a minimum actual taxable value as of January 1, 2021 of not less than Seven Million Seven Hundred Four Thousand Eight Hundred Twenty Dollars (\$7,654,820.00) (such minimum actual value at the time applicable is herein referred to as the “Assessor’s Minimum Actual Value”). Nothing in the Assessment Agreement shall limit the discretion of the Assessor to assign an actual taxable value to the Minimum Improvement or the land, in excess of such Assessor’s Minimum Actual Value nor prohibit the Developer or its successors from seeking through the exercise of legal or administrative remedies a reduction in such actual taxable value for property tax purpose; provided, however, that the Developer or its successors shall not seek a reduction of such actual taxable value below the Assessor’s Minimum Actual Value in any year so long as the Assessment Agreement shall remain in effect. The Assessment Agreement shall remain in effect until the 31st day of December, 2031 (the Termination Date”). The Assessment Agreement shall be certified by the Assessor for the County as provided in Section 403.19 of the Code of Iowa, and shall be filed for record in the office of the County Recorder, and such filing shall constitute notice to any subsequent encumbrancer or purchaser of the Development Property (of part thereof), whether voluntary or involuntary, and such Assessment Agreement shall be binding and enforceable in its entirety against any such subsequent purchaser or encumbrancer, as well as any prior encumbrancer consenting thereto.

Section 6.2 Maintenance of Properties. Developer will maintain, preserve, and keep its properties within the City (whether owned in fee or a leasehold interest), including but not limited to the Minimum Improvements, in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions.

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

Section 6.4. Compliance with Laws. Developer will comply with all state, federal and local laws, rules and regulations relating to the Minimum Improvements.

Section 6.5. Non-Discrimination. In the construction and operation of the Minimum Improvements, Developer shall not discriminate against any applicant, employee or tenant because of age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status. Developer shall ensure that applicants, employees, and tenants are considered and are treated without regard to their age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status.

Section 6.6 Available Information. Upon request, Developer shall promptly provide the City with copies of information requested by City that are related to this Agreement so that City can determine compliance with the Agreement.

Section 6.7 Employment. Developer agrees that the Minimum Improvements will create usable commercial space for office and/or retail tenants. Developer shall use its best efforts to ensure that at least 2 Full-Time Equivalent Employment Units will be employed by Developer's tenant(s) at the Minimum Improvements by December 1, 2020 and retained until at least the Termination Date of this Agreement.

Section 6.8 Annual Certification. To assist the City in monitoring the Agreement and performance of Developer hereunder, a duly authorized officer of Developer shall annually provide to the City: (i) proof that all ad valorem taxes on the Development Property and Minimum Improvements have been paid for the prior fiscal year and any taxes due and payable for the current fiscal year as of the date of certification; (ii) the date of the first full assessment of the Minimum Improvements; (iii) certification of the number of Full-Time Equivalent Employment Units as of October 1 and as of the first day of each of the preceding eleven (11) months; and (iv) certification that such officer has re-examined the terms and provisions of this Agreement and that at the date of such certificate, and during the preceding twelve (12) months, Developer is not, or was not, in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto. Such statement, proof and certificate shall be provided not later than October 15 of each year, commencing October 15, 2021 and ending on October 15, 2032, both dates inclusive. Developer shall provide supporting information for their Annual Certifications upon request of the City. See Exhibit E for form required for Developer's Annual Certification.

Section 6.9. Term of Operation. Developer will continue its efforts to lease the Minimum Improvements on the Development Property and its other obligations contained in this Agreement, including the employment obligations in Section 6.7, until the Termination Date of this Agreement.

Section 6.10 Developer Completion Guarantee. By signing this Agreement, Developer hereby guarantees to the City performance by Developer of all the terms and provisions of this Agreement pertaining to Developer's obligations with respect to the construction of the Minimum Improvements. Without limiting the generality of the foregoing, Developer guarantees that: (a) construction of the Minimum Improvements shall commence and be completed within the time limits set forth herein; (b)

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the Minimum Improvements shall be constructed and completed in accordance with the Construction Plans; (c) the Minimum Improvements shall be constructed and completed free and clear of any mechanic's liens, materialman's liens and equitable liens; and (d) all costs of constructing the Minimum Improvements shall be paid when due.

Section 6.11. Relocation. Developer agrees and covenants during the term of this Agreement not to lease the Minimum Improvements to any entity that is relocating to the City from (a) another part of Black Hawk County that is outside of the City limits, or (b) a contiguous county. In general, use of urban renewal incentives cannot be used for projects that involve a relocating entity unless there is a written agreement regarding the use of economic incentives from the City where the business is currently located and the City to which the business is relocating, either specific to this Project or in general (a fair play or neutrality agreement), or if the City finds the use of tax increment in connection with the relocation is in the public interest, which means that the business has provided a written affirmation that it is considering moving part or all of its operations out of state and such relocation would result in either significant employment or wage loss in Iowa. Developer understands and agrees that if it does lease to a relocating entity, as determined by the City in its sole discretion, the Developer is not eligible to receive all or a pro rata portion of the Economic Development Grants under this Agreement and will be responsible for paying back previously received Economic Development Grants, if applicable.

ARTICLE VII. PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

Section 7.1. Status of Developer; Transfer of Substantially All Assets; Assignment. As security for the obligations of Developer under this Agreement, Developer represents and agrees that, prior to the Termination Date, Developer will maintain existence as a company and will not wind up or otherwise dispose of all or substantially all of its assets or transfer, convey, or assign its interest in the Development Property or its interest in this Agreement to any other party unless: (i) the transferee partnership, corporation, limited liability company or individual assumes in writing all of the obligations of Developer under this Agreement; and (ii) the City consents thereto in writing in advance thereof. Notwithstanding the foregoing, however, or any other provisions of this Agreement, Developer may pledge any and/or all of its assets as security for any financing of the Minimum Improvements, and the City agrees that Developer may assign its interest under this Agreement for such purpose. In addition, the City understands that the Developer may lease or sell one or more floors of the completed Minimum Improvements to a commercial business to operate therein, and the City hereby consents to such a lease or transfer, provided Developer does not assign any of its rights or obligations under the Agreement to the commercial business without the City's prior written consent.

7.2 Prohibition Against Use as Non-Taxable or Centrally Assessed Property. During the term of this Agreement, the Developer, or its successors, or assigns agree that the Development Property cannot be transferred or sold to a non-profit entity or used for a purpose that would exempt the Development Property or Minimum Improvements from property tax liability. Nor can the Development Property or Minimum Improvements be used as centrally assessed property (including but not limited to, Iowa Code § 428.24 to 428.29 (Public Utility Plants and Related Personal Property); Chapter 433 (Telegraph and Telephone Company Property); Chapter 434 (Railway Property); Chapter

437 (Electric Transmission Lines); Chapter 437A (Property Used in the Production, Generation, Transmission or Delivery of Electricity or Natural Gas); and Chapter 438 (Pipeline Property)).

ARTICLE VIII. ECONOMIC DEVELOPMENT GRANT

Section 8.1. Economic Development Grant.

a. For and in consideration of the obligations being assumed by Developer hereunder, and as a necessary means of achieving the goals and objectives of the Urban Renewal Plan for the Urban Renewal Area and the Urban Renewal Act, the City agrees, subject to the terms and conditions of this Article and subject to Developer being and remaining in compliance with the terms of this Agreement, to make up to five (5) consecutive annual payments of Economic Development Grants to Developer up to an aggregate total amount not to exceed Nine Hundred Forty Thousand Three Hundred Thirty Four dollars (\$938,187.00) under the following terms and conditions.

Assuming completion by November 30, 2020, full assessment of the Minimum Improvements on January 1, 2021, and debt certification to the Auditor by the City prior to December 1, 2021, the Economic Development Grants shall commence on June 1, 2023, and end on June 1, 2027, pursuant to Section 403.19 of the Urban Renewal Act under the following formula:

| | |
|--------------|--|
| June 1, 2023 | 100% of Tax Increments for Fiscal Year 21-22 |
| June 1, 2024 | 100% of Tax Increments for Fiscal Year 22-23 |
| June 1, 2025 | 100% of Tax Increments for Fiscal Year 23-24 |
| June 1, 2026 | 100% of Tax Increments for Fiscal Year 24-25 |
| June 1, 2027 | 100% of Tax Increments for Fiscal Year 25-26 |

Each annual payment shall be equal in amount to the above percentages of the Tax Increments collected by the City with respect to the Minimum Improvements on Development Property under the terms of the Ordinance and deposited into the River Place Properties II, LC, 302 Main Street TIF Account (without regard to any averaging that may otherwise be utilized under Section 403.19 and excluding any interest that may accrue thereon prior to payment to the Developer) during the preceding twelve-month period in respect of the Development Property and the Minimum Improvements, but subject to limitation and adjustment as provided in this Article (such payments being referred to collectively as the "Economic Development Grants").

The Parties recognize that the Minimum Improvements consist of the construction of an approximately 27,709 square foot commercial/office building. This will allow for increased commercial and retail business and the creation and retention of jobs.

The above schedule of the payments for Economic Development Grants is based on the first full assessment of the Minimum Improvements being January 1, 2021. If the completion of the Minimum Improvements is delayed so that the Minimum Improvements are not fully assessed as of January 1, 2021, then the Economic Development Grants will not begin as scheduled above. In no event shall the City certify a request for Tax Increment to the County until the Minimum Execution Version

Improvements are fully assessed. It is the responsibility of the Developer to inform the City in writing when the Minimum Improvements are first fully assessed and to do so not later than October 15 after the January 1 when the Minimum Improvements are first fully assessed.

The Economic Development Grant is only for the Minimum Improvements described in this Agreement and not any future expansions which, to be eligible for Economic Development Grants, would be the subject of an amendment or new agreement, at the sole discretion of the City Council.

b. The obligation of the City to make an Economic Development Grant in any year shall be subject to and conditioned upon (a) compliance with the terms of this Agreement, including an assessment value of at least \$7,450,000.00 (for building value only); and (b) timely filing by Developer of the Annual Certification required under Section 6.8 hereof and the Council's approval thereof. After the Minimum Improvements are first fully assessed and if in compliance with this Agreement, if the Developer's Annual Certification is timely filed and contains the information required under Section 6.8 and the Council approves of the same, the City shall certify to the County prior to December 1 of that year its request for available Tax Increments resulting from the assessments imposed by the County as of January 1 of that year, to be collected by the County and paid to the City as taxed are paid during the following fiscal year and which shall thereafter be dispersed to Developer on the following June 1. (Example: assuming completion by November 30, 2020 and first full assessment on January 1, 2021, the first Economic Development Grants would be paid to Developer on June 1, 2023 (for 100% of the Tax Increment for County fiscal year 2021-2022). Compliance with the terms and conditions of this Agreement is a condition precedent to an Economic Development Grant. As an example, if property taxes are not paid, the Developer is not eligible for an Economic Development Grant.

In the event that the Annual Certification required to be delivered by the Developer under Section 6.8 is not delivered to the City by October 15 of any year, the Developer recognizes and agrees that the City may have insufficient time to review and approve the same and certify its request for Tax Increments to the County and that, as a result, no Economic Development Grant may be made to the Developer in respect thereof. The City covenants to act in good faith to appropriately review and consider any late certification on the part of the Developer, but the City shall not be obligated to make any certification to the County for the available Tax Increments or make any corresponding payment of the Economic Development Grant to the Developer if, in the reasonable judgment of the City, it is not able to give appropriate consideration (which may include, but not be limited to, specific discussion before the City Council at a regular City Council meeting with respect thereto) to the Developer's certification due to its late filing.

c. In the event that an Event of Default occurs or any certification filed by Developer under Section 6.8 (or other information) discloses the existence or prior occurrence of an Event of Default that was not cured or cannot reasonably be cured, the City shall have no obligation thereafter to make any payments to Developer in respect of the Economic Development Grants and the provisions of this Article shall terminate and be of no further force or effect.

d. Each Annual Certification filed by Developer under Section 6.8 hereof shall be considered separately in determining whether the City shall make any of the Economic Development Grant payments available to Developer under this Section. Under no circumstances shall the failure by Developer to qualify for an Economic Development Grant in any year serve to extend the term of this Agreement beyond the Termination Date or the years during which Economic Development Grants may be awarded to Developer or the total amount thereof, it being the intent of parties hereto to provide Developer with an opportunity to receive Economic Development Grants only if Developer fully complies with the provisions hereof and the Developer becomes entitled thereto, up to the maximum aggregate amount set forth in Section 8.1(c).

e. As noted in Section 4.2 (b), if funds are not provided by the Developer for the described improvements in escrow prior to the City bidding said project, within 60 days written notice from the City, then the Developer's proportional share will be deducted from the annual Economic Development Grant payment.

Section 8.2. Source of Grant Funds Limited.

a. The Economic Development Grants shall be payable from and secured solely and only by amounts deposited and held in the River Place Properties II, LC, 302 Main Street TIF Account of the Downtown Development Area Urban Renewal Tax Increment Revenue Fund of the City. The City hereby covenants and agrees to maintain the Ordinance in force during the term hereof and to apply the appropriate percentage of Tax Increments collected in respect of the Development Property and Minimum Improvements and allocated to the River Place Properties II, LC, 302 Main Street TIF Account to pay the Economic Development Grants, as and to the extent set forth in this Article. The Economic Development Grants shall not be payable in any manner by other tax increment revenues or by general taxation or from any other City funds.

Each Economic Development Grant is subject to annual appropriation by the City Council. The right of non-appropriation reserved to the City in this Section is intended by the parties, and shall be construed at all times, so as to ensure that the City's obligation to make future Economic Development Grants shall not constitute a legal indebtedness of the City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction to create, or result in the creation of, such a legal indebtedness of the City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no Event of Default by the City shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision. To this end the provisions of this Agreement are severable.

b. Notwithstanding the provisions of Section 8.1 hereof, the City shall have no obligation to make an Economic Development Grant to Developer if at any time during the term hereof the City

fails to appropriate funds for payment, or receives an opinion from its legal counsel to the effect that the use of Tax Increments resulting from the Minimum Improvements to fund an Economic Development Grant to Developer, as contemplated under said Section 8.1, is not authorized or otherwise an appropriate urban renewal activity permitted to be undertaken by the City under the Urban Renewal Act or other applicable provisions of the Code, as then constituted or under controlling decision of any Iowa Court having jurisdiction over the subject matter hereof. Upon receipt of any such legal opinion or non-appropriation, the City shall promptly forward notice of the same to Developer. If the non-appropriation or circumstances or legal constraints giving rise to the decision continue for a period during which two (2) annual Economic Development Grants would otherwise have been paid to the Developer under the terms of Section 8.1, the City may terminate this Agreement, without penalty or other liability to the City, by written notice to Developer.

c. The City makes no representation with respect to the amounts that may finally be paid to Developer as the Economic Development Grants, and under no circumstances shall the City in any manner be liable to Developer so long as the City timely applies the appropriate percentage of Tax Increments actually collected and held in the River Place Properties II, LC, 302 Main Street TIF Account (regardless of the amounts thereof) to the payment of the corresponding Economic Development Grants to Developer as and to the extent described in this Article.

Section 8.3. Use of Other Tax Increments. The City shall be free to use any and all Tax Increments collected from any other properties within the Downtown Development Urban Renewal Area, or any available Tax Increments resulting from the suspension or termination of the Economic Development Grants, for any purpose for which the Tax Increments may lawfully be used pursuant to the provisions of the Urban Renewal Act (including an allocation of all or any portion thereof to the reduction of any eligible City costs), and the City shall have no obligations to Developer with respect to the use thereof.

Section 8.4. Real Property Taxes. Developer or its successors shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property acquired and owned or leased by them and pursuant to the provisions of this Agreement. Until Developer's obligations have been assumed by any other person or legal title to the property is vested in another person, all pursuant to the provisions of this Agreement, Developer shall be solely responsible for all assessments and taxes.

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

a. They will not seek administrative review or judicial review of the applicability or constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Development Property, Minimum Improvements, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; and

b. They will not seek any tax exemption, deferral, or abatement either presently or prospectively authorized under any State, federal or local law with respect to taxation of real property

contained on the Development Property between the date of execution of this Agreement and the Termination Date.

ARTICLE IX. INDEMNIFICATION

Section 9.1. Release and Indemnification Covenants.

a. Developer releases the City and the governing body members, officers, agents, servants and employees thereof (hereinafter, for purposes of this Article IX, the "indemnified parties") from, covenants and agrees that the indemnified parties shall not be liable for, and agrees to indemnify, defend, and hold harmless the indemnified parties against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Minimum Improvements or Development Property.

b. Except for any willful misrepresentation or any willful or wanton misconduct or any unlawful act of the indemnified parties, Developer agrees to protect and defend the indemnified parties, now or forever, and further agrees to hold the indemnified parties harmless, from any claim, demand, suit, action or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from: (i) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by Developer against the City to enforce its rights under this Agreement); (ii) the acquisition and condition of the Development Property and the construction, installation, ownership, and operation of the Minimum Improvements; or (iii) any hazardous substance or environmental contamination located in or on the Development Property.

c. The indemnified parties shall not be liable for any damage or injury to the persons or property of Developer or their officers, agents, servants or employees or any other person who may be about the Minimum Improvements or Development Property due to any act of negligence of any person, other than any act of negligence on the part of any such indemnified party or its officers, agents, servants or employees.

d. All covenants, stipulations, promises, agreements, and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the City, and not of any governing body member, officer, agent, servant or employee of the City in the individual capacity thereof.

e. The provisions of this Article IX shall survive the termination of this Agreement.

ARTICLE X. REMEDIES

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

- a. Failure by Developer to cause the construction of the Minimum Improvements to be completed and the operations to continue pursuant to the terms and conditions of this Agreement;
- b. Failure by Developer to comply with Article IV, or with Sections 6.7, 6.8, 6.9, 6.10 or 6.11 of this Agreement.
- c. Transfer of Developer's interest in the Development Property or any interest in this Agreement or the assets of Developer in violation of the provisions of this Agreement;
- d. Failure by Developer to pay ad valorem taxes on the Development Property and Minimum Improvements;
- e. Failure by Developer to substantially observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement;
- f. The holder of any Mortgage on the Development Property, or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable Mortgage documents;
- g. Developer shall:
 - i. file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or
 - ii. make an assignment for the benefit of its creditors; or
 - iii. admit in writing its inability to pay its debts generally as they become due; or
 - iv. be adjudicated as bankrupt or insolvent; or if a petition or answer proposing the adjudication of Developer as a bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of Developer or the Minimum Improvements, or part thereof, shall be appointed in any proceedings brought against Developer, and shall not be discharged within ninety (90) days after such appointment, or if Developer shall consent to or acquiesce in such appointment; or
- h. Any representation or warranty made by Developer in this Agreement or in any written statement or certificate furnished by Developer pursuant to this Agreement, shall prove to have been incorrect, incomplete or misleading in any material respect on or as of the date of the issuance or making thereof.

Section 10.2. Remedies on Default. Whenever any Event of Default referred to in Section 10.1 of this Agreement occurs and is continuing, the City, as specified below, may take any one or more of the following actions after the giving of thirty (30) days' written notice by the City to Developer and Execution Version

the holder of the First Mortgage (but only to the extent the City has been informed in writing of the existence of a First Mortgage and been provided with the address of the holder thereof) of the Event of Default, but only if the Event of Default has not been cured within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty (30) days and Developer does not provide assurances reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible:

- a. The City may suspend its performance under this Agreement until it receives assurances from Developer, deemed adequate by the City, that Developer will cure the default and continue its performance under this Agreement;
- b. The City may terminate this Agreement;
- c. The City may withhold the Certificate of Completion;
- d. The City may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of Developer, as the case may be, under this Agreement; or
- e. The City shall be entitled to recover from the Developer, and the Developer shall repay to the City, an amount equal to the full amount of the Economic Development Grants previously made to Developer under Article VIII hereof, with interest thereon at the highest rate permitted by State law. The City may take any action, including any legal action it deems necessary, to recover such amount from Developer.

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

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

Section 10.5. Agreement to Pay Attorneys' Fees and Expenses. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payment due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of Developer herein contained, Developer agrees that it shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred by the City in connection therewith.

ARTICLE XI RESERVEDARTICLE XII. MISCELLANEOUS

Section 12.1. Conflict of Interest. Developer represents and warrants that, to its best knowledge and belief after due inquiry, no officer or employee of the City, or their designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

Section 12.2. Notices and Demands. A notice, demand or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- a. In the case of Developer, is addressed or delivered personally to Mr. Mark Kittrell, Owner/Manager, at 200 State Street Suite 202-Z, Cedar Falls, Iowa 50613;
- b. In the case of the City, is addressed to or delivered personally to the City at 220 Clay Street, Cedar Falls, IA 50613, Attn: Jennifer Rodenbeck, Director of Finance and Business Operations;

or to such other designated individual or officer or to such other address as any party shall have furnished to the other in writing in accordance herewith.

Section 12.3. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 12.4. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 12.5. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 12.6. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 12.7 Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Execution Version

Section 12.8. Termination Date. Except for the provisions of Article IV, which shall not terminate but which shall continue in perpetuity, this Agreement shall terminate and be of no further force or effect on and after December 31, 2031, unless terminated earlier under the provisions of this Agreement.

Section 12.9. Memorandum of Agreement. The parties agree to execute and record a Memorandum of Agreement for Private Development, in substantially the form attached as Exhibit E-1, to serve as notice to the public of the existence and provisions of this Agreement, including but not limited to Article IV, and of the rights and interests held by the City by virtue hereof. Developer shall reimburse the City for all costs of recording.

Section 12.10 No Third-Party Beneficiaries. Except as provided for in Article IV with respect to certain obligations which inure to certain third parties with regard to parking of vehicles, ingress, egress and access over and across the Development Property, no rights or privileges of either party hereto shall inure to the benefit of any landowner, contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, landowner, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

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

(SEAL)

CITY OF CEDAR FALLS, IOWA

By: _____
James P. Brown, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC, City Clerk

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

On this _____ day of December, 2019, before me a Notary Public in and for said State, personally appeared James P. Brown and Jacqueline Danielsen, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Cedar Falls, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

River Place Properties II, LC

By: _____
Mark Kittrell, Owner/Manager

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

On this _____ day of _____, 2019, before me the undersigned, a Notary Public in and for said State, personally appeared Mark Kittrell, to me personally known, who, being by me duly sworn, did say that he is the Owner/Manager of River Place Properties II, LC, and that said instrument was signed on behalf of said limited liability company; and that the said Mark Kittrell as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by him voluntarily executed.

Notary Public in and for the State of Iowa

EXHIBIT A
DEVELOPMENT PROPERTY

The Development Property is legally described as follows:

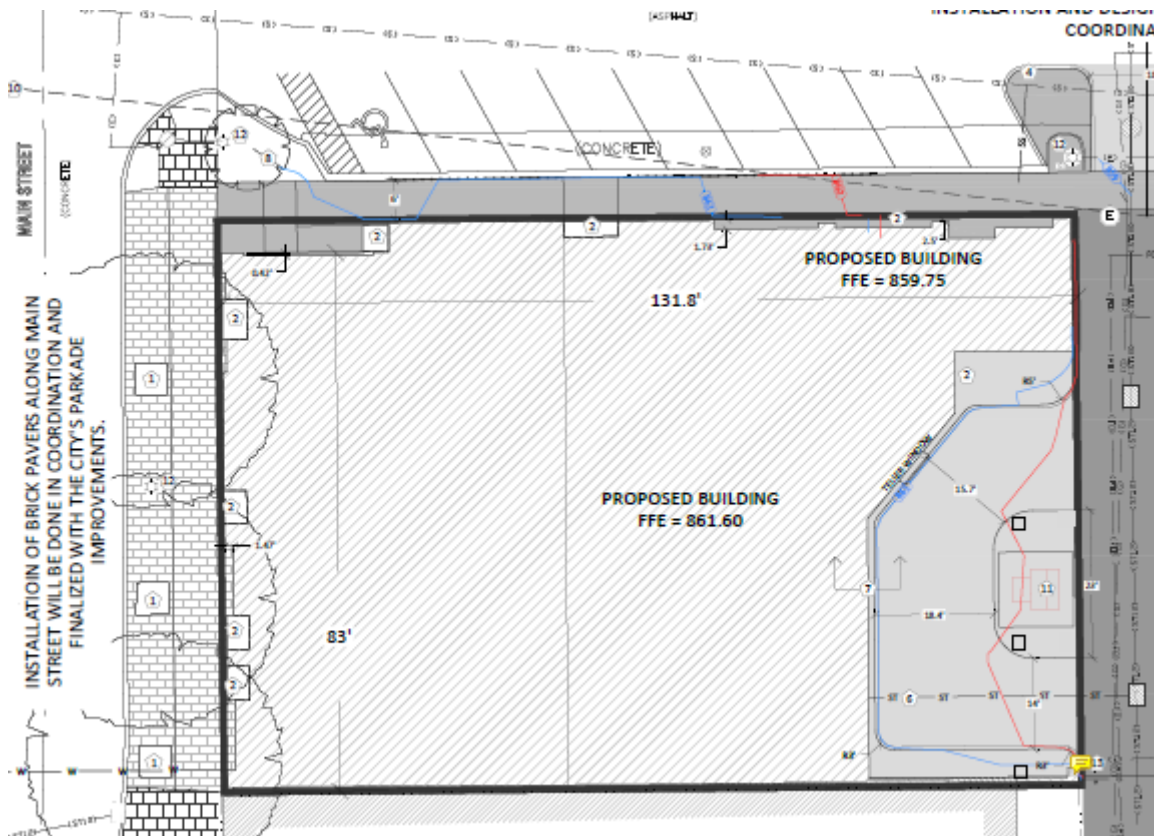
Lot 8 and the North 22 feet of Lot 7 in Block 4; all in the Village (now City) of Cedar Falls, Black Hawk County, Iowa.

Locally known as 302 Main Street, Cedar Falls, Iowa

EXHIBIT B

MINIMUM IMPROVEMENTS

Minimum Improvements consist of the construction of an approximately 27,709 square foot commercial/office building. This will allow for increased commercial and retail business and the creation and retention of jobs. Construction costs are expected to be approximately \$7,450,000.00 (building only).



**302 Main Street
Site Plan**



North elevation with heights

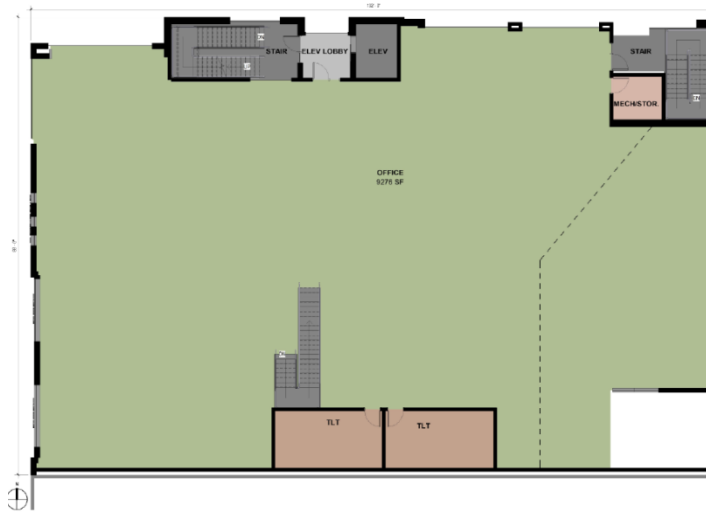


west elevation with heights

**302 Main Street
Building Elevations**



ground floor retail and commercial - 9,039 SF



second floor commercial - 10,870 SF



third floor commercial - 7,800 SF

**302 Main Street
Floor Plans**

EXHIBIT C

CERTIFICATE OF COMPLETION

WHEREAS, the City of Cedar Falls, Iowa (the "City") and River Place Properties II, LC, an Iowa Limited Liability Company, ("Developer"), did on or about the ____ day of _____, 2019, make, execute and deliver, each to the other, an Agreement for Private Development (the "Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City and as more particularly described as follows:

Lot 8 and the North 22 feet of Lot 7 in Block 4; all in the Village (now City) of Cedar Falls, Black Hawk County, Iowa.

Locally known as 302 Main Street, Cedar Falls, Iowa (the "Development Property"); and

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

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

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

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

(SEAL)

CITY OF CEDAR FALLS, IOWA

By: _____
James P. Brown, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC, City Clerk

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

On this _____ day of _____, 2019, before me a Notary Public in and for said State, personally appeared James P. Brown and Jacqueline Danielsen, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Cedar Falls, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

EXHIBIT D

MINIMUM ASSESSMENT AGREEMENT

THIS MINIMUM ASSESSMENT AGREEMENT, dated as of this _____ day of _____, 2019, by and among the CITY OF CEDAR FALLS, IOWA, (the "City"), and River Place Properties II, LC, an Iowa limited liability company, (the "Developer"), and the COUNTY ASSESSOR for the County of Black Hawk, State of Iowa (the "Assessor").

WITNESSETH:

WHEREAS, on or before the date hereof the City and Developer have entered into an Agreement for Private Development dated as of _____, 2019 (the "Agreement") regarding certain real property located in the City legally described as:

Lot 8 and the North 22 feet of Lot 7 in Block 4; all in the Village (now City) of Cedar Falls, Black Hawk County, Iowa.

Locally known as 302 Main Street, Cedar Falls, Iowa

(the "Development Property"); and

WHEREAS, it is contemplated that pursuant to said Agreement, the Developer will undertake the development of the Development Property, which is within the Downtown Development Urban Renewal Plan; and

WHEREAS, pursuant to Section 403.6(19) of the Code of Iowa, 2019, as amended, the City and the Developer desire to establish a minimum actual value for the facilities thereon to be constructed by the Developer pursuant to the Agreement (defined therein as the "Minimum Improvements"); and

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

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

1. Upon substantial completion of construction of the above-referenced Minimum Improvements by the Developer, but no later than January 1, 2021, the minimum actual taxable value which shall be fixed for assessment purposes for the Minimum Improvements to be constructed on the Development Property by the Developer and the land that together comprise the Development Property, shall be not less than Seven Million Six Hundred Fifty Four

Execution Version

Thousand Eight Hundred Twenty Dollars and no/100 Dollars (\$7,654,820.00) (hereafter referred to as the "Minimum Actual Value") until termination of this Minimum Assessment Agreement. The parties hereto expect that the construction of the above-referenced Minimum Improvements will be completed on or before November 30, 2020.

Nothing herein shall be deemed to waive the Developer's rights under Iowa Code Section 403.6(19) to contest that portion of any actual value assignment made by the Assessor in excess of the Minimum Actual Value established herein, or any actual value assignment made by the Assessor to the Minimum Improvements or to the of land, which together comprise the Development Property. In no event, however, shall the Developer seek to reduce the actual value assigned below the Minimum Actual Value established herein during the term of this Agreement.

2. The Minimum Actual Value herein established shall be of no further force and effect and this Minimum Assessment Agreement shall terminate on December 31, 2031.

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

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

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

THE CITY OF CEDAR FALLS, IOWA

By: _____
James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

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

This instrument was acknowledged before me on the _____ day of _____, 2019, by James P. Brown as Mayor, and Jacqueline Danielsen as City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for Black Hawk County, Iowa

DEVELOPER:

River Place Properties II, LC,
an Iowa limited liability company

By: _____
Mark Kittrell, Owner/Manager

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

This instrument was acknowledged before me on the _____ day of _____, 2019, by Mark Kittrell, as Owner/Manager of River Place Properties II, LC, an Iowa limited liability company.

Notary Public in and for the State of Iowa

CERTIFICATION OF ASSESSOR

The undersigned, having reviewed the plans and specifications for the Minimum Improvements to be constructed and the market value assigned to such Minimum Improvements, and being of the opinion that the minimum market value contained in the foregoing Minimum Assessment Agreement appears reasonable, hereby certifies as follows: The undersigned Assessor, being legally responsible for the assessment of the property described in the foregoing Minimum Assessment Agreement, upon completion of Minimum Improvements to be made on it and in accordance with the Minimum Assessment Agreement, certifies that the actual value assigned to such Minimum Improvements and the land on which such Minimum Improvements are to be constructed, which together comprise the Development Property, upon completion shall not be less than \$7,654,820.00, until termination of this Minimum Assessment Agreement pursuant to the terms hereof.

County Assessor for Black Hawk County, Iowa

Date

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

Subscribed and sworn to before me by _____, County Assessor for Black Hawk County, Iowa.

Notary Public in and for the State of Iowa

Date

EXHIBIT E
DEVELOPER ANNUAL CERTIFICATION

(due before October 15st as required under terms of Development Agreement)

The Developer certifies the following:

A. During the time period covered by this Certification, the Developer is and was in compliance with Article V, Insurance.

B. During the time period covered by this Certification, the Developer is and was in compliance with Section 6.7 as follows:

(i) all ad valorem taxes on the Development Property then owned by the Developer in the Urban Renewal Area have been paid for the prior fiscal year (and for the current year, if due) and attached to this Annual Certification are proof of payment of said taxes;

(ii) The Minimum Improvements (building only) were first fully assessed on January 1, 20___, at a full assessment value of \$_____;

(iii) The number of Full-Time Equivalent Employment Units employed at the Minimum Improvements as of October 1, 20___ and as of the first day of each of the preceding eleven (11) months were are follows:

| | | | |
|--------------------|-------|-------------------|-------|
| October 1, 20__: | _____ | April 1, 20__: | _____ |
| September 1, 20__: | _____ | March 1, 20__: | _____ |
| August 1, 20__: | _____ | February 1, 20__: | _____ |
| July 1, 20__: | _____ | January 1, 20__: | _____ |
| June 1, 20__: | _____ | December 1, 20__: | _____ |
| May 1, 20__: | _____ | November 1, 20__: | _____ |

(iv) the undersigned officers of Developer have re-examined the terms and provisions of this Agreement and that at the date of such certificate, and during the preceding twelve (12) months, certify that the Developer is not, or was not, in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto.

Signed this _____ day of _____, 20___.

River Place Properties II, LC

By: _____
Mark Kittrell, Owner/Manager

ATTEST:

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

On this _____ day of _____, 2019, before me the undersigned, a Notary Public in and for said State, personally appeared Mark Kittrell, to me personally known, who, being by me duly sworn, did say that they are the Owner/Manager of River Place Properties II, LC , and that said instrument was signed on behalf of said limited liability company; and that the said Mark Kittrell, as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by them voluntarily executed.

Notary Public in and for the State of Iowa

Attachments: (a) Proof of payment of taxes

Execution Version

EXHIBIT E-1

MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT

WHEREAS, the City of Cedar Falls, Iowa (the "City"), and River Place Properties II, LC, an Iowa Limited Liability Company, ("Developer"), did on or about the ____ day of _____, 2019, make, execute and deliver, each to the other, an Agreement for Private Development (the "Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Agreement and the Downtown Development Urban Renewal Plan (the "Plan"), to develop certain real property located within the City and within the Downtown Development Urban Renewal Area.

The Development Property is described as follows:

Lot 8 and the North 22 feet of Lot 7 in Block 4; all in the Village (now City) of Cedar Falls, Black Hawk County, Iowa.

Locally known as 302 Main Street, Cedar Falls, Iowa

(the "Development Property"); and

WHEREAS, the term of the Agreement commenced on the ____ day of _____, 2019 and terminates on December 31, 2031, unless otherwise terminated as set forth in the Agreement; and

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. That the recording of this Memorandum of Agreement for Private Development shall serve as notice to the public that the Agreement contains provisions restricting development and use of the Development Property and the improvements located and operated on such Development Property.

2. The Agreement contains provisions in Article IV, Additional Terms, Conditions, and Provisions ADDITIONAL TERMS, CONDITIONS, AND PROVISIONS; declaring such provisions binding upon the Developer and its successors and assigns and inuring to the benefit of the City of Cedar Falls; and declaring provisions 4.1 and 4.3 of Article IV as covenants running with the land which shall remain in force and effect perpetually, violation of which shall constitute a default under the Agreement, entitling the City to enforce the provisions thereof against the Developer and/or its successors and assigns.

Execution Version

3. That all of the provisions of the Agreement and any subsequent amendments thereto, if any, even though not set forth herein, are by the filing of this Memorandum of Agreement for Private Development made a part hereof by reference, and that anyone making any claim against any of said Development Property in any manner whatsoever shall be fully advised as to all of the terms and conditions of the Agreement, and any amendments thereto, as if the same were fully set forth herein.

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

IN WITNESS WHEREOF, the City and Developer have executed this Memorandum of Agreement for Private Development on the _____ day of _____, 2019.

(SEAL)

CITY OF CEDAR FALLS, IOWA

By: _____
James P. Brown, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC, City Clerk

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

On this _____ day of _____, 2019, before me a Notary Public in and for said State, personally appeared James P. Brown and Jacqueline Danielsen, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Cedar Falls, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

Execution Version

DEVELOPER:

River Place Properties II, LC

By: _____
Mark Kittrell, Owner/Manager

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

On this _____ day of _____, 2019, before me the undersigned, a Notary Public in and for said State, personally appeared Mark Kittrell, to me personally known, who, being by me duly sworn, did say that he is the Owner/Manager of, River Place Properties II, LC, and that said instrument was signed on behalf of said limited liability company; and that the said Mark Kittrell as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by him voluntarily executed.

Notary Public in and for the State of Iowa

EXHIBIT F

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

DECLARATION OF COVENANTS AND RESTRICTIONS

WITNESSETH

WHEREAS, RIVER PLACE PROPERTIES II, LC, an Iowa limited liability company, with an address of 200 State Street #202-Z, Cedar Falls, Iowa 50613 (the “Declarant”), is the owner of land legally described as follows (the “Property”):

Lot 8 and the North 22 feet of Lot 7 in Block 4; all in the Village (now City) of Cedar Falls, Black Hawk County, Iowa; and

WHEREAS, the Property is the subject of an Agreement for Private Development by and between the City of Cedar Falls, Iowa, and Declarant, dated as of the ____ day of _____, 2019 (the “Development Agreement”); and

WHEREAS, the Development Agreement requires that the Property which is the subject of such Development Agreement is to comply with certain provisions including certain easements, covenants, conditions and restrictions; and

WHEREAS, as provided for in the Development Agreement, Declarant desires to establish certain covenants, conditions and restrictions with respect to the Property, all on the terms and conditions set forth in this Declaration, and in the Development Agreement.

NOW, THEREFORE, Declarant for itself, its successors and assigns, hereby declares that the Property shall be held, occupied, used, rented, enjoyed, transferred, conveyed, mortgaged, and otherwise encumbered, subject to the following easements, covenants and restrictions:

Section 1. Drive-through Conditions. Declarant hereby declares and agrees that if the business located in the 302 Main Street building changes from a financial institution, the drive-through at 302 Main Street shall no longer be used unless approved by the City Council for a new use. In addition, the Declarant hereby declares and agrees that the City reserves the

Execution Version

right to impose additional conditions or modifications to the drive-through which may include, but are not limited to, time restrictions, additional signage, or design modifications, if it is determined by the City that the traffic congestion or other characteristics of the drive-through is causing a safety hazard within the public right-of-way.

Section 2. Waste. Declarant declares and agrees to establish and maintain a shared use agreement for the trash/recycling facilities, located as indicated on the 123 E 3rd Street/305 State Street site plan.

Section 3. Provisions are Covenants Which Run with the Land. Developer hereby declares and agrees that the provisions of this Declaration shall be covenants which run with the Property.

Section 4. Binding Effect of Declarant’s Obligations. Declarant hereby declares and agrees that the obligations of Declarant set forth in this Declaration shall be binding upon the Declarant, and upon the Declarant’s successors and assigns, including without limitation, all future owners of the Property, perpetually.

Section 5. Benefits Shall Inure to the City of Cedar Falls, Iowa. The Declarant declares and agrees that the provisions of this Declaration shall inure to the benefit of the City of Cedar Falls, Iowa, perpetually.

Section 6. Violations to Constitute an Event of Default. Declarant declares and agrees that the violation of any of the provisions of this Declaration shall constitute an Event of Default within the meaning of Section 10.1 of the Development Agreement, and shall entitle the City of Cedar Falls, Iowa, to resort to any and all of the remedies for default as are provided for by the Development Agreement, including without limitation, Section 10.2 thereof, by applicable law.

Section 7. Provisions of Declaration Shall Not Terminate. Declarant declares and agrees that the provisions of this Declaration, and all of the provisions, terms, conditions, restrictions and covenants set forth in this Declaration shall be perpetual in nature, and shall not terminate, notwithstanding any provisions of the Development Agreement calling for termination of certain obligations of the Declarant under the Development Agreement.

IN WITNESS WHEREOF, the Declarant has executed this Declaration of Easements, Covenants and Restrictions, on this ____ day of _____, 2019.

RIVER PLACE PROPERTIES II, LC,
an Iowa limited liability company

By: _____
Mark Kittrell, Owner/Manager

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

This record was acknowledged before me on the ____ day of _____, 2019, by Mark Kittrell, as Owner/Manager of RIVER PLACE PROPERTIES II, LC, an Iowa limited liability company.

Notary Public in and for the State of Iowa

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

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AN AGREEMENT FOR PRIVATE DEVELOPMENT AND A MINIMUM ASSESSMENT AGREEMENT BY AND BETWEEN THE CITY OF CEDAR FALLS AND RIVER PLACE PROPERTIES II, L.C.

WHEREAS, by Resolution No. 7418, adopted November 24, 1986, and amended by Amendment No. 1, approved by Resolution No. 12,795 on May 14, 2001, by Amendment No. 2, approved by Resolution No. 18,165 on July 16, 2012, by Amendment No. 3, approved by Resolution No. 18,837 on November 11, 2013, by Amendment No. 4, approved by Resolution 20,864 on December 18, 2017, and by Amendment No. 5, approved by Resolution 21,367 on December 17, 2018, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Downtown Development Area Urban Renewal Plan ("Plan" or "Urban Renewal Plan") for the Downtown Development Area Urban Renewal Area ("Area" or "Urban Renewal Area") described therein, which Plan, as amended, is on file in the office of the Recorder of Black Hawk County; and

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

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

WHEREAS, the Agreement further proposes that the City will make up to five (5) consecutive annual payments of Economic Development Grants to Developer in the form of a percentage of Tax Increments generated from the construction of the Minimum Improvements,

the cumulative total for all such payments not to exceed the lesser of \$938,187.00, or the amount accrued under the formula outlined in the proposed Agreement for Private Development, under the terms and following satisfaction of the conditions set forth in the Agreement; and

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

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

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

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

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

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

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

PASSED AND APPROVED this 16th day of December, 2019.

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

I, Jacqueline Danielsens, City Clerk of the City of Cedar Falls, Iowa, hereby certify that the above and foregoing is a true and correct typewritten copy of Resolution No. _____ duly and legally adopted by the City Council of said City on the 16th day of December, 2019.

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

Jacqueline Danielsens
City Clerk of Cedar Falls, Iowa



ADMINISTRATION

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

MEMORANDUM

TO: Honorable Mayor James P. Brown and City Council
FROM: Shane Graham, Economic Development Coordinator
DATE: December 9, 2019
SUBJECT: Sale of Lot 1 of West Viking Road Industrial Park Phase I, City of Cedar Falls, Black Hawk County, Iowa (Contains 2.7 acres more or less).

INTRODUCTION

For the past several months, staff has been working with Rob and Jocelyn Schuerman of The Vault LLC toward the construction of a 27,500 square foot storage and office facility. The proposed project will occur on Lot 1 of West Viking Road Industrial Park Phase I (contains 2.7 acres more or less). This new facility will be built and owned by The Vault LLC and will have a minimum building valuation and permit valuation of \$1,250,000 and a total project minimum assessed valuation of \$1,427,000 (including land).

If Council may remember, in 2018 an Agreement for Private Development was originally entered into with Schuerman Construction, Inc. for construction of a 10,000 square foot building on Lot 11 of West Viking Road Industrial Park; however the developer has indicated that the project has grown in scope (from an original 10,000 square foot building to a 27,500 square foot building), and therefore, wanted a larger lot to accommodate the larger building. City Council did approve a Termination of Agreement for Private Development with Schuerman Construction, Inc., which was approved on November 18, 2019. At that meeting Council also accepted the deed back to Lot 11 from the developer. The Agreement before City Council now for consideration is for the new larger lot for the developer's new updated project (under a new company name).

DESCRIPTION OF PROJECT

As noted in the Introduction, the proposed building will be constructed and owned by The Vault, LLC, and will consist of a 27,500 square foot building to be located at the southeast corner of the intersection of Viking Road and Production Drive in the West Viking Road Industrial Park. The building will be designed with an attractive exterior meeting all applicable Deed of Dedication requirements. The proposed project will have a minimum building valuation of \$1,250,000, and a total project valuation including land

of \$1,427,000. The Vault LLC will commence construction in the spring of 2020 with completion anticipated within 12 months.

ECONOMIC DEVELOPMENT INCENTIVE

Land Incentive

For The Vault LLC project, they would receive at no cost, Lot 1, West Viking Road Industrial Park Phase I (2.7 acres more or less). The new storage and office facility will meet all applicable Deed of Dedication requirements. This land incentive is consistent with our general industrial economic incentive guidelines of providing one acre of non-restricted building area for each 10,000 +/- square feet of new building space being constructed having a minimum \$40 per square foot valuation. The proposed land incentive is consistent with other comparable economic development projects.

Industrial Partial Property Tax Exemption

Consistent with our ongoing local economic development incentive guidelines, the City of Cedar Falls typically will consider a Five-Year Partial Property Tax Exemption on projects having a minimum assessed valuation of \$1,200,000+. Section 8.11 of the Agreement for Private Development references sections 21-48 through 21-57 of the Cedar Falls Code of Ordinances and Chapter 427B of the Iowa Code with respect to the provisions of the applicable partial property tax exemption. For the proposed The Vault LLC project, the following exemption schedule is estimated using the existing industrial tax rate/valuation and projecting annual property taxes of \$36,601:

| <u>Year</u> | <u>% Exemption</u> | <u>\$ Abated</u> | <u>\$ Amount Paid</u> | <u>\$ Total Taxes</u> |
|-------------|--------------------|------------------|-----------------------|-----------------------|
| 1 | 75% | \$27,451 | \$9,150 | \$36,601 |
| 2 | 60% | \$21,961 | \$14,640 | \$36,601 |
| 3 | 45% | \$16,471 | \$20,131 | \$36,601 |
| 4 | 30% | \$10,980 | \$25,621 | \$36,601 |
| 5 | 15% | \$5,490 | \$31,111 | \$36,601 |
| | | <u>\$82,353</u> | <u>\$100,653</u> | <u>\$183,006</u> |

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

Conclusion

As this memorandum indicates, The Vault LLC is looking to construct a new 27,500 square foot storage and office facility on Lot 1, West Viking Road Industrial Park Phase I. The proposed new construction building project will have a minimum building permit valuation of \$1,250,000 and a total Minimum Assessed Valuation of \$1,427,000

including land. Construction would commence in the spring of 2020 with completion anticipated within 12 months.

The Agreement for Private Development by and between the City of Cedar Falls, Iowa, and The Vault LLC has been reviewed by Kevin Rogers, City Attorney, and is attached for your review and approval.

RECOMMENDATION

The Community Development Department recommends that the City Council adopt and approve the following:

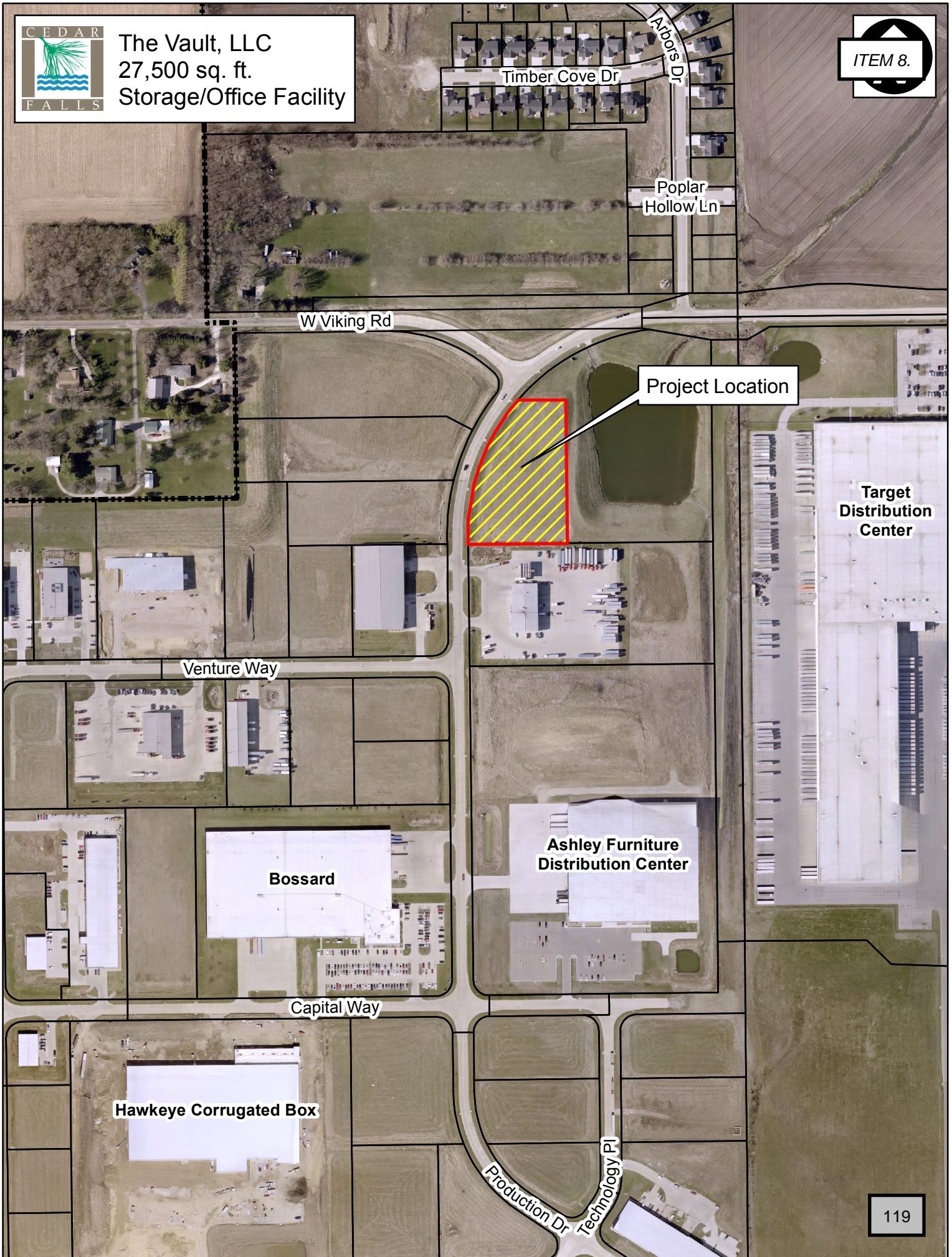
1. Resolution approving and authorizing execution of an Agreement for Private Development and a Minimum Assessment Agreement by and between the City of Cedar Falls, Iowa, and The Vault LLC, and approving and authorizing execution of a Quit Claim Deed conveying title to certain real estate to The Vault LLC.

If you have any questions regarding the proposed The Vault LLC economic development project, please feel free to let me know.

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



The Vault, LLC
27,500 sq. ft.
Storage/Office Facility



Target
Distribution
Center

Ashley Furniture
Distribution Center

Bossard

Hawkeye Corrugated Box

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

RESOLUTION NO. _____

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

WHEREAS, by Resolution No. 8196 approved and adopted on November 12, 1990 (Ordinance No. 1923), amended a first time by Resolution No. 10,224 on November 13, 1995 (Ordinance No. 2122), amended a second time by Resolution No. 13,862 on November 17, 2003 (Ordinance No. 2461), amended a third time by Resolution No. 18,377 on December 10, 2012 (Ordinance No. 2785), amended a fourth time by Resolution 19,263 on November 3, 2014, amended a fifth time by Resolution No. 19,963 on April 18, 2016, amended a sixth time by Resolution No. 21,079 on May 7, 2018 (Ordinance No. 2923), and amended a seventh time by Resolution No. 21,368 on December 17, 2018, the City Council has approved and adopted an urban renewal plan designated as the "Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan" (the "Urban Renewal Plan"); and

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

WHEREAS, the City has received a proposal from The Vault LLC ("Developer"), in the form of a proposed Agreement for Private Development (the "Agreement") by and between the City of Cedar Falls, Iowa (the "City") and the Developer, pursuant to which, among other things, the Developer would agree to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the Urban Renewal Plan as legally described in the Agreement attached hereto and incorporated herein by this reference (defined in the Agreement as the "Development Property"), consisting of the construction of a Storage/Office Facility totaling at least 27,500 square feet of finished space, together with all related site improvements, as outlined in the proposed Development Agreement; and

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

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

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

WHEREAS, the Agreement further proposes that the City, the Developer and the Assessor of Black Hawk County, Iowa, enter into a Minimum Assessment Agreement (the "Minimum Assessment Agreement"), whereby the minimum actual taxable value of the improvements to be constructed thereon would be established at an amount not less than \$1,427,000.00 for a period through December 31, 2031; and

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

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

WHEREAS, the Council hereby finds and determines that the requirements of Iowa Code Section 403.8 with respect to the transfer of property in an urban renewal area are satisfied insofar as the Development Property is being disposed of for the purpose of development of an industrial building (see Iowa Code Section 403.8(2)(b)), and because the terms of the Minimum Assessment Agreement satisfy the safe harbor contained in Iowa Code Section 403.8(3).

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

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

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

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

PASSED AND APPROVED this 16th day of December, 2019.

James P. Brown, Mayor

ATTEST:

Jacqueline Daniels, MMC, City Clerk

CERTIFICATE

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

I, Jacqueline Danielsen, MMC, City Clerk of the City of Cedar Falls, Iowa, hereby certify that the above and foregoing is a true and correct typewritten copy of Resolution No. _____ duly and legally adopted by the City Council of said City on the 16th day of December, 2019.

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

Jacqueline Danielsen, MMC
City Clerk of Cedar Falls, Iowa

AGREEMENT FOR PRIVATE DEVELOPMENT

BY AND BETWEEN

THE CITY OF CEDAR FALLS, IOWA

AND

THE VAULT LLC

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AGREEMENT FOR PRIVATE DEVELOPMENT

THIS AGREEMENT FOR PRIVATE DEVELOPMENT (hereinafter called "Agreement"), is made on or as of the ____ day of _____, 2019, by and between the CITY OF CEDAR FALLS, IOWA, a municipality (hereinafter called "City"), established pursuant to the Code of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2019 (Chapter 403 hereinafter called "Urban Renewal Act"); and The Vault LLC, (hereinafter called the "Developer"), an Iowa limited liability company having its principal place of business at 6612 Chancellor Drive, Suite 100, Cedar Falls, Iowa 50613.

WITNESSETH:

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

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

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

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

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

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

ARTICLE I. DEFINITIONS

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

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

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

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

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

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

Code of Iowa means the Code of Iowa, 2019, as amended.

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

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

County means the County of Black Hawk, Iowa.

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

Developer means The Vault LLC

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

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

Minimum Improvements shall mean the construction of a Storage/Office Facility totaling at least 27,500 square feet of finished space, together with all related site improvements described in the Construction Plans, as outlined in Exhibit B hereto, including the land.

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

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

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

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

State means the State of Iowa.

Storage/Office Facility means the Minimum Improvements.

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

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

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

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

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

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

ARTICLE II. REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

- (b) The Developer desires to construct a Storage/Office Facility ("Minimum Improvements") on the 2.70 acre Development Property, which is to be acquired by the Developer pursuant to this Agreement, and which is more particularly described in Exhibit A.
- (c) This Agreement has been duly and validly authorized, executed and delivered by the Developer and, assuming due authorization, execution and delivery by the other parties hereto, is in full force and effect and is a valid and legally binding instrument of the Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.
- (d) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, nor will they result in a violation or breach of, the terms, conditions or provisions of the certificate of organization and operating agreement, together with all amendments thereto, of the Developer or of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it or its properties are bound, nor do they constitute a default under any of the foregoing.
- (e) There are no actions, suits or proceedings pending or threatened against or affecting the Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of the Developer or which in any manner raises any questions affecting the validity of the Agreement or the ability of Developer to perform its obligations under this Agreement.
- (f) The Developer will cause the Minimum Improvements to be constructed in accordance with the terms of this Agreement, the Urban Renewal Plan and all local, State and federal laws and regulations, except for variances necessary to construct the Minimum Improvements contemplated in the Construction Plans.
- (g) The Developer will use its best efforts to obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, State, and federal laws and regulations which must be obtained or met before the Minimum Improvements may be lawfully constructed.

- (h) The construction of the Minimum Improvements will require a total investment of not less than One Million Two Hundred Fifty Thousand Dollars and no/100 Dollars (\$1,250,000.00), and a taxable valuation of One Million Four Hundred Twenty Seven Thousand Dollars and no/100 Dollars (\$1,427,000.00) is reasonable for the Minimum Improvements and the land that together comprise the Development Property.
- (i) The Developer has not received any notice from any local, State or federal official that the activities of the Developer with respect to the Development Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the City has previously been notified in writing). The Developer is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State or federal environmental law, regulation or review procedure applicable to the Development Property, and the Developer is not currently aware of any violation of any local, State or federal environmental law, regulation or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.
- (j) The Developer has equity funds and/or has commitments for financing in amounts sufficient to successfully complete the construction of the Minimum Improvements, in accordance with the Construction Plans contemplated by this Agreement.
- (k) The Developer will cooperate fully with the City in resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Minimum Improvements, including but not limited to any problems which may arise with respect to traffic at the intersections where access drives on the Development Property meet roadways or streets owned by the City.
- (l) The Developer expects that, barring Unavoidable Delays, the Minimum Improvements will be substantially completed by the 31st day of December, 2020.
- (m) The Developer would not undertake its obligations under this Agreement without the consideration being made to the Developer pursuant to this Agreement.
- (n) All covenants, stipulations, promises, agreements and obligations of the Developer contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Developer, and not of any

member, officer, agent, servant or employee of the Developer in the individual capacity thereof.

ARTICLE III. CONSTRUCTION OF MINIMUM IMPROVEMENTS

Section 3.1. Construction of Minimum Improvements. The Developer agrees that it will cause the Minimum Improvements to be constructed on the Development Property in conformance with the Construction Plans submitted to the City. The Developer agrees that the scope and scale of the Minimum Improvements to be constructed shall not be significantly less than the scope and scale of the Minimum Improvements as detailed and outlined in the Construction Plans, and shall in no event require a total investment of less than One Million Two Hundred Fifty Thousand Dollars and no/100 Dollars (\$1,250,000.00).

Section 3.2 Building Permit Valuation Amount. The Developer shall apply to the City for a building permit, and shall pay all necessary permit fees in connection with the construction of the Minimum Improvements on the Development Property, based upon a building permit valuation amount (hereinafter the "Building Permit Valuation Amount") of a minimum of One Million Two Hundred Fifty Thousand Dollars and no/100 Dollars (\$1,250,000.00), by no later than the 1st day of May, 2020.

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

Approval of the Construction Plans by the City shall not relieve the Developer of any obligation to comply with the terms and provisions of this Agreement, or the provisions of applicable federal, State and local laws, ordinances and regulations, nor shall approval of the Construction Plans by the City be deemed to constitute a waiver of any Event of Default.

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

Section 3.4. Commencement and Completion of Construction. Subject to Unavoidable Delays, the Developer shall cause construction of the Minimum Improvements to be undertaken by no later than the 1st day of May, 2020, and completed (i) by no later than the 31st day of December, 2020, or (ii) by such other date as the parties shall mutually agree upon in writing. Time lost as a result of Unavoidable Delays shall be added to extend the completion date by a number of days equal to the number of days lost as a result of Unavoidable Delays. However, an extension of the completion of the Minimum Improvements shall not affect the date upon which the Assessor's Minimum Actual Value shall become effective. All work with respect to the Minimum Improvements to be constructed or provided by the Developer on the Development Property shall be in conformity with the Construction Plans as submitted by the Developer and approved by the City. The Developer agrees that it shall permit designated representatives of the City to enter upon the Development Property during the construction of the Minimum Improvements to inspect such construction.

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

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

ARTICLE IV. RESTRICTIONS UPON USE OF DEVELOPMENT PROPERTY

Section 4.1. Restrictions on Use. The Developer shall:

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

ARTICLE V. INSURANCE AND CONDEMNATION

Section 5.1. Insurance Requirements.

- (a) The Developer will provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements (and, from time to time at the request of the City, furnish the City with proof of payment of premiums on):
- (i) Builder's risk insurance, written on the so-called "Builder's Risk -- Completed Value Basis", in an amount equal to one hundred percent (100%) of the insurable value of the Minimum Improvements at the date of completion, and with coverage available in nonreporting form on the so-called "all risk" form of policy;
 - (ii) Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance), together with an Owner's Contractor's Policy, with limits against bodily injury and property damage of at least \$2,000,000. The City shall be named as an additional insured for the City's liability or loss arising out of or in any way associated with the Minimum Improvements and arising out of any act, error, or omission of the Developer, its members, managers, officers, contractors and subcontractors or anyone else for whose acts the City may be held responsible (with coverage to the City at least as broad as that which is provided to the Developer and not lessened or avoided by endorsement). The policy shall contain a "severability of interests" clause and provide primary insurance over any other insurance maintained by the City.
 - (iii) Worker's compensation insurance, with statutory coverage.
- (b) Upon completion of construction of the Minimum Improvements and at all times prior to the Termination Date, the Developer shall maintain, or cause to be maintained, at its cost and expense (and from time to time at the request of the City shall furnish proof of the payment of premiums on) insurance as follows:
- (i) Insurance against loss and/or damage to the Minimum Improvements under a policy or policies covering such risks as are ordinarily insured against by similar businesses, including (without limiting the generality of the foregoing) fire, extended coverage, vandalism and malicious

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

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

required herein, in which event the Developer shall deposit with the City a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Minimum Improvements.

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

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

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

ARTICLE VI. ASSESSMENT AGREEMENT AND OTHER COVENANTS

Section 6.1. Execution of Assessment Agreement. The Developer shall agree to, and with the City shall execute, concurrently with the execution of this Agreement, an Assessment Agreement pursuant to the provisions of Section 403.19, Code of Iowa, substantially in the form and content of Exhibit D attached hereto, specifying the Assessor's Minimum Actual Value for the Minimum Improvements to be constructed on the Development Property for calculation of real property taxes. Specifically, the Developer shall agree to a minimum actual taxable value for the Minimum Improvements

and the land that together comprise the Development Property, which will result in a minimum actual taxable value as of January 1, 2021, of not less than One Million Four Hundred Twenty Seven Thousand Dollars and no/100 Dollars (\$1,427,000.00) (such minimum actual taxable value at the time applicable is herein referred to as the "Assessor's Minimum Actual Value"). Nothing in the Assessment Agreement shall limit the discretion of the Assessor to assign an actual taxable value to the Minimum Improvements or the land, in excess of such Assessor's Minimum Actual Value nor prohibit the Developer or its successors from seeking through the exercise of legal or administrative remedies a reduction in such actual taxable value for property tax purposes; provided, however, that the Developer or its successors shall not seek a reduction of such actual taxable value below the Assessor's Minimum Actual Value in any year so long as the Assessment Agreement shall remain in effect. The Assessment Agreement shall remain in effect until the 31st day of December, 2031 (the "Termination Date"). The Assessment Agreement shall be certified by the Assessor for the County as provided in Section 403.19 of the Code of Iowa, and shall be filed for record in the office of the County Recorder of the County, and such filing shall constitute notice to any subsequent encumbrancer or purchaser of the Development Property (or part thereof), whether voluntary or involuntary, and such Assessment Agreement shall be binding and enforceable in its entirety against any such subsequent purchaser or encumbrancer, as well as any prior encumbrancer consenting thereto.

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

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

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

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

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

- (a) It will not seek any tax exemption (except as may be granted under Section 8.11 of this Agreement), either presently or prospectively authorized under any State or federal law with respect to taxation of real property contained on the Development Property between the date of execution of this Agreement and the Termination Date. The foregoing shall not impair any rights to appeal the valuation set by the Black Hawk County Assessor as provided by law.
- (b) It will not seek administrative review or judicial review of the applicability or constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Development Property, Minimum Improvements or to the Developer or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings.
- (c) It will not seek any tax deferral or abatement, except reimbursement, if any, that is specifically provided for in this Agreement, either presently or prospectively authorized under Iowa Code Chapter 403 or 404, or any other local, State or federal law, of the taxation of real property contained on the Development Property between the date of execution of this Agreement and the Termination Date.

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

Section 6.7. Utility Usage. The Developer agrees for itself and its successors and assigns, specifically including all commercial tenants and all other persons, firms or other entities operating any business on the Development Property or any portion thereof, that for all periods up to the Termination Date that all utility needs for the Industrial Use Manufacturing Facility shall be furnished from City-owned utilities, including electricity, natural gas, water, sanitary sewer, cable television, telephone, internet and other fiber-optic communications service including point-to-point, VLAN and last mile fiber services for a corporate network connection. The Developer and its successors and assigns agree to work with Cedar Falls Utilities to attain needed communication services (as defined above). Should it be mutually agreed upon by both parties that City-owned utilities are unable to meet the communication requirements specified, the Developer and its successors and assigns, as defined and described in this section, shall not, however, have any obligation or duty to use or take any minimum amount, and shall have no obligation

to pay any amount in excess of the generally applicable rates for like users based upon actual use.

Section 6.8. Annual Certification. To assist the City in monitoring and performance of Developer hereunder, a duly authorized officer of the Developer shall annually provide to the City: (a) proof that all ad valorem taxes on the Development Property have been paid for the prior fiscal year; and (b) certification that, to the best of such officer's knowledge during the preceding twelve (12) months, the Developer was not in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto. Such statement, proof and certificate shall be provided not later than November 1 of each year, commencing November 1, 2021, and ending on November 1, 2032, both dates inclusive.

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

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

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

Section 6.12. Relocation. Developer agrees and covenants that it shall not, absent

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

- (i) Developer shall be ineligible to receive any future property tax abatements that are provided for under Section 8.11 of this Agreement;
- (ii) Developer shall be responsible for paying the City an amount equal to the property tax abatements received by Developer under Section 8.11 of this Agreement, with interest thereon at the highest rate permitted by State law; and
- (iii) If Developer received all or a portion of the Development Property from the City for less than the full fair market value of the Development Property (“Full Value”), then the Developer shall pay the City the difference between the Full Value of the Development Property and what the Developer actually paid the City for such property. At the request of the City (which request need not be in writing), the Full Value of the Development Property shall be established by a licensed, certified appraiser to be selected by the City. Developer shall be responsible for paying any fees or costs associated with obtaining such appraisal.

ARTICLE VII. PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER

Section 7.1. Representation As to Development. The Developer represents and agrees that the purchase and improvement of the Development Property, and the other undertakings pursuant to this Agreement, are, and will be used, for the purpose of

development of the Development Property and not for speculation in land holding. The Developer further acknowledges:

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

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

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

fulfill the obligations undertaken in this Agreement by the Developer (or, in the event the transfer is of or relates to part of the Development Property, such obligations to the extent that they relate to such part).

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

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

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

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

ARTICLE VIII. CONVEYANCE OF DEVELOPMENT PROPERTY; CONDITIONS

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

Section 8.2 Form of Deed. The City shall convey clear title to the Development Property to the Developer by Quit Claim Deed (hereinafter called the “Deed”). Such

conveyance and title shall be subject to the conditions, covenants and restrictions contained in the Urban Renewal Plan and this Agreement, shall be subject to restrictive covenants, ordinances, and limited access provisions of record, if any, and to existing easements of record, but shall otherwise be free and clear of all other liens and encumbrances of record.

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

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

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

Section 8.6 Time and Place for Closing and Delivery of Deed. The City shall deliver the Deed and possession of the Development Property to the Developer on or before the 1st day of February, 2020, or on such other date as the parties hereto may mutually agree in writing (the "Closing Date").

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

Section 8.8 Abstract of Title. The City shall provide an abstract of title continued only to the date of filing of the plat. It shall be the Developer's responsibility to pay to

have the abstract updated. This abstract shall become the property of the Developer at the time of delivery of the Deed.

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

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

Section 8.10 Failure to Commence Construction of Minimum Improvements. In the event the Developer has not made substantial progress towards commencement of construction of the Minimum Improvements on the Development Property by no later than May 1, 2020, and commencement of construction does not appear imminent by no later than May 1, 2020, then Developer shall have committed an Event of Default within the meaning of Article X and Section 10.1 of this Agreement, and shall convey title to the Development Property to the City as provided in Section 10.2(d) of this Agreement by no later than July 1, 2020.

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

- (a) For the first assessment year after the Minimum Improvements are fully assessed – 75% exemption of the actual value added.
- (b) For the second assessment year after the Minimum Improvements are fully assessed – 60% exemption of the actual value added.
- (c) For the third assessment year after the Minimum Improvements are fully assessed – 45% exemption of the actual value added.
- (d) For the fourth assessment year after the Minimum Improvements are fully assessed – 30% exemption of the actual value added.
- (e) For the fifth assessment year after the Minimum Improvements are fully assessed – 15% exemption of the actual value added.

ARTICLE IX. INDEMNIFICATION

Section 9.1. Release and Indemnification Covenants.

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

other than any act of negligence on the part of any such indemnified party or its officers, agents, servants or employees.

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

ARTICLE X. REMEDIES

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

- (a) Failure by the Developer to cause the construction of the Minimum Improvements to be commenced and completed pursuant to the terms, conditions and limitations of Article III of this Agreement, subject to Unavoidable Delays;
- (b) Failure by the Developer or its successors to cause the Minimum Improvements to be reconstructed when required pursuant to Article III of this Agreement.
- (c) Failure by the City to cause the Development Property to be conveyed to the Developer pursuant to the terms, conditions and limitations of Section 8.1 of this Agreement, subject to Unavoidable Delays;
- (d) Transfer of the Developer's ownership interest in the Development Property or any interest of Developer in this Agreement, or the assets of Developer in violation of the provisions of Article VII of this Agreement, until the Termination Date;
- (e) Failure by the Developer until the Termination Date, to pay ad valorem taxes on the Development Property (except as may be specifically excluded by exemption under Section 8.11 of this Agreement);
- (f) Failure by the Developer until the Termination Date to substantially observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement;
- (g) The holder of any Mortgage on the Development Property, or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable Mortgage documents;

- (h) Sale or lease of the Minimum Improvements or Development Property in violation of the provisions of Section 6.12, Relocation, of this Agreement;
- (j) The Developer shall:
 - (i) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or
 - (ii) make an assignment for the benefit of its creditors; or
 - (iii) admit in writing its inability to pay its debts generally as they become due; or
 - (iv) be adjudicated a bankrupt or insolvent; or if a petition or answer proposing adjudication as a bankrupt or reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of the Developer or the Minimum Improvements, or part thereof, shall be appointed in any proceedings brought against the Developer and shall not be discharged within ninety (90) days after such appointment, or if the Developer shall consent to or acquiesce in such appointment; or
- (k) Any obligation, representation or warranty made by any party to this Agreement, any Exhibit hereto, or made by any party in any written statement or certificate pursuant to this Agreement, shall prove to have been incorrect, incomplete or misleading in any material respect on or as of the date of the issuance or making thereof.

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

- (a) The party giving notice may suspend its performance under this Agreement until it receives assurances from the party in default, deemed adequate by the

party giving notice, that the party in default will cure the default and continue performance under this Agreement;

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

Section 10.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the parties is intended to be exclusive of any other available remedy or remedies, but

each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

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

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

ARTICLE XI. MISCELLANEOUS

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

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

Section 11.3. Notices. Whenever this Agreement requires or permits any consent, approval, notice, request, proposal, or demand (collectively, "Notice") from one party to

another, the Notice must be in writing and shall be effective upon actual receipt by the intended recipient, at the following addresses:

DEVELOPER: Mr. Rob Schuerman
Member-Manager
The Vault LLC
6612 Chancellor Dr, Suite 100
Cedar Falls, IA 50613

With a copy to: John C. Larsen
Redfern, Mason, Larsen and Moore, P.L.C.
415 Clay Street
Cedar Falls, Iowa 50613

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

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

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

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

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

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

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

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

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

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

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

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

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

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

in the event any provision involving material consideration by the City for the benefit of the Developer shall be held illegal, void, invalid or unenforceable, then the Developer shall have the right to cancel this Agreement, and upon such cancellation, this Agreement, in its entirety, shall be rendered null and void; however, in that event, Developer shall proceed as described in Section 10.2(d) of this Agreement.

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

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

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

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

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

(SEAL)

CITY OF CEDAR FALLS, IOWA

By: _____
James P. Brown, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC, City Clerk

The Vault LLC,
an Iowa limited liability company

By: _____
Robby W. Schuerman, Member-Manager

By: _____
Jocelyn H. Schuerman, Member-Manager

DEVELOPER

STATE OF IOWA, COUNTY OF BLACK HAWK ss.

This record was acknowledged before me on the _____ day of _____, 2019, by James P. Brown as Mayor, and Jacqueline Danielsen as City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for Black Hawk County, Iowa

STATE OF IOWA, COUNTY OF BLACK HAWK, ss.

This record was acknowledged before me on the _____ day of _____, 2019, by Robby W. Schuerman and Jocelyn H. Schuerman, Members-Managers, The Vault LLC, an Iowa limited liability company.

Notary Public in and for the State of Iowa

EXHIBIT A

DEVELOPMENT PROPERTY

The Development Property is described as consisting of all that certain parcel or parcels of land located generally in the City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows:

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

EXHIBIT B

MINIMUM IMPROVEMENTS

The Minimum Improvements shall consist of the construction of a Storage/Office Facility totaling at least 27,500 square feet of finished space, all as set forth in the Construction Plans and being as more particularly shown and in substantially the same configuration and scope as the Site Plans attached hereto and made a part hereof.

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

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

Schedule of Performance

| <u>Activity to be Completed</u> | <u>Completion Date</u> |
|---------------------------------|------------------------|
| Issuance of Building Permit | May 1, 2020 |
| Substantial Completion | December 31, 2020 |
| Issuance of Occupancy Permit | December 31, 2020 |

EXHIBIT C

CERTIFICATE OF COMPLETION

WHEREAS, the CITY OF CEDAR FALLS, IOWA, a municipality (hereinafter called "City"), established pursuant to the Code of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2015 (Chapter 403 hereinafter called "Urban Renewal Act"); and The Vault LLC, (hereinafter called the "Developer"), an Iowa limited liability company having its principal place of business at 6612 Chancellor Drive, Suite 100, Cedar Falls, Iowa 50613; did on or about the ____ day of _____, 2019, make, execute and deliver, each to the other, an Agreement for Private Development (the "Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City and as more particularly described as follows:

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

(the "Development Property"); and

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

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

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

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

(SEAL)

THE CITY OF CEDAR FALLS, IOWA

By: _____
James P. Brown, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC, City Clerk

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

This record was acknowledged before me on the _____ day of _____, 2019, by James P. Brown as Mayor, and Jacqueline Danielsen as City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for Black Hawk County, Iowa

EXHIBIT D

MINIMUM ASSESSMENT AGREEMENT

THIS MINIMUM ASSESSMENT AGREEMENT, dated as of this _____ day of _____, 2019, by and among the CITY OF CEDAR FALLS, IOWA, (the "City"), and The Vault LLC, an Iowa limited liability company, (the "Developer"), and the COUNTY ASSESSOR for the County of Black Hawk, State of Iowa (the "Assessor").

WITNESSETH:

WHEREAS, on or before the date hereof the City and Developer have entered into an Agreement for Private Development dated as of _____, 2019 (the "Agreement") regarding certain real property located in the City legally described as:

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

(the "Development Property"); and

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

WHEREAS, pursuant to Section 403.6(19) of the Code of Iowa, 2019, as amended, the City and the Developer desire to establish a minimum actual taxable value for the facilities thereon to be constructed by the Developer pursuant to the Agreement (defined therein as the "Minimum Improvements"); and

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

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

1. Upon substantial completion of construction of the above-referenced Minimum Improvements by the Developer, but no later than January 1, 2021, the minimum actual taxable value which shall be fixed for assessment purposes for the Minimum Improvements to be constructed on the Development Property by the Developer and the land that together comprise the Development Property, shall be not less than One Million Four Hundred Twenty Seven Thousand Dollars and no/100 Dollars (\$1,427,000.00) (hereafter referred to as the "Minimum Actual Value") until termination of this Minimum Assessment Agreement. The parties hereto expect that the construction of the above-referenced Minimum Improvements will be completed on or before December 31, 2020.

Nothing herein shall be deemed to waive the Developer's rights under Iowa Code Section 403.6(19) to contest that portion of any actual taxable value assignment made by the Assessor in excess of the Minimum Actual Value established herein, or any actual taxable value assignment made by the Assessor to the Minimum Improvements or to the 2.70 acres of land, which together comprise the Development Property. In no event, however, shall the Developer seek to reduce the actual taxable value assigned below the Minimum Actual Value established herein during the term of this Agreement.

2. The Minimum Actual Value herein established shall be of no further force and effect and this Minimum Assessment Agreement shall terminate on December 31, 2031.

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

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

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

THE CITY OF CEDAR FALLS, IOWA

By: _____
James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

DEVELOPER:

The Vault LLC
An Iowa limited liability company

By: _____
Robby W. Schuerman, Member-Manager

By: _____
Jocelyn H. Schuerman, Member-Manager

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

This record was acknowledged before me on the _____ day of _____, 2019, by James P. Brown as Mayor, and Jacqueline Danielsen as City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for Black Hawk County, Iowa

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

This instrument was acknowledged before me on the _____ day of _____, 2019, by Robby W. Schuerman and Jocelyn H. Schuerman, Members-Managers, The Vault LLC, an Iowa limited liability company.

Notary Public in and for the State of Iowa

CERTIFICATION OF ASSESSOR

The undersigned, having reviewed the plans and specifications for the Minimum Improvements to be constructed and the market value assigned to such Minimum Improvements, and being of the opinion that the minimum market value contained in the foregoing Minimum Assessment Agreement appears reasonable, hereby certifies as follows: The undersigned Assessor, being legally responsible for the assessment of the property described in the foregoing Minimum Assessment Agreement, upon completion of Minimum Improvements to be made on it and in accordance with the Minimum Assessment Agreement, certifies that the actual taxable value assigned to such Minimum Improvements and the 2.70 acres of land on which such Minimum Improvements are to be constructed, which together comprise the Development Property, upon completion shall not be less than \$1,427,000.00, until termination of this Minimum Assessment Agreement pursuant to the terms hereof.

County Assessor for Black Hawk County, Iowa

Date

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

Subscribed and sworn to before me by _____,
County Assessor for Black Hawk County, Iowa.

Notary Public in and for the State of Iowa

Date

EXHIBIT E

FORM OF LEGAL OPINION

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

RE: Agreement for Private Development by and between the City of Cedar Falls, Iowa and The Vault LLC, an Iowa limited liability company

Gentlemen:

As counsel for The Vault LLC (the "Developer"), and in connection with the execution and delivery of a certain Development Agreement (the "Development Agreement") between the Developer and the City of Cedar Falls, Iowa (the "City") dated as of _____, 2019, we hereby render the following opinion:

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

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

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

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

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

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

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

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

Very truly yours,

REDFERN, MASON, LARSEN, & MOORE, P.L.C.

By: _____

John C. Larsen, Attorney at Law
415 Clay Street
Cedar Falls, IA 50613

EXHIBIT F

MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT

WHEREAS, the CITY OF CEDAR FALLS, IOWA, a municipality (hereinafter called "City"), established pursuant to the Code of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2019 (Chapter 403 hereinafter called "Urban Renewal Act"); and The Vault LLC, (hereinafter called the "Developer"), an Iowa limited liability company having its principal place of business at 6612 Chancellor Drive, Suite 100, Cedar Falls, Iowa 50613, did on or about the ____ day of _____, 2019, make, execute and deliver, each to the other, an Agreement for Private Development (the "Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Agreement and the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan (the "Plan"), to develop certain real property located within the City and within the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan and as more particularly described as follows:

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

(the "Development Property"), and

WHEREAS, the term of the Agreement commenced on the ___ day of _____, 2019, and terminates on the 31st day of December, 2031, with respect to the Development Property, unless otherwise terminated as set forth in the Agreement; and

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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

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

making any claim against any of said Development Property in any manner whatsoever shall be fully advised as to all of the terms and conditions of the Agreement, and any amendments thereto, as if the same were fully set forth herein.

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

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Agreement for Private Development on the _____ day of _____, 2019.

(SEAL)

CITY OF CEDAR FALLS, IOWA

By: _____
James P. Brown, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC, City Clerk

The Vault LLC
an Iowa limited liability company.

By: _____
Robby W. Schuerman, Member-Manager

By: _____
Jocelyn H. Schuerman, Member-Manager

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This record was acknowledged before me on the _____ day of _____, 2019, by James P. Brown as Mayor, and Jacqueline Danielsen as City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for Black Hawk County, Iowa

STATE OF IOWA)
) ss:
COUNTY OF _____)

This record was acknowledged before me on the ____ day of _____, 2019, by Robby W. Schuerman and Jocelyn H. Schuerman, Members-Managers, The Vault LLC, an Iowa limited liability company.

Notary Public in and for the State of Iowa



QUIT CLAIM DEED
THE IOWA STATE BAR ASSOCIATION
Official Form No. 106
Recorder's Cover Sheet

Preparer Information: (Name, address and phone number)

Kevin Rogers, 220 Clay Street, Cedar Falls, Iowa 50613
Phone: (319) 273-8600

Taxpayer Information: (Name and complete address)

The Vault LLC, 6612 Chancellor Drive, Suite 100, Cedar Falls, IA 50613

Return Document To: (Name and complete address)

The Vault LLC, 6612 Chancellor Drive, Suite 100, Cedar Falls, IA 50613

Grantors:

City of Cedar Falls, Iowa

Grantees:

The Vault LLC

Legal description: See Page 2

Document or instrument number of previously recorded documents:



QUIT CLAIM DEED

For the consideration of One Dollar(s) and other valuable consideration, City of Cedar Falls, Iowa

do hereby Quit Claim to The Vault LLC

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

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

Lot 1, West Viking Road Industrial Park Phase I, City of Cedar Falls, Black Hawk County, Iowa; subject to the conditions, covenants and restrictions contained in that certain Agreement for Private Development entered into between Grantor and Grantee herein, and further subject to the conditions, covenants and restrictions contained in the Unified Highway 58 Corridor Urban Renewal Plan approved by Cedar Falls City Council Resolution No. 8196 approved and adopted on November 12, 1990 (Ordinance No. 1923), amended a first time by Resolution No. 10,224 on November 13, 1995 (Ordinance No. 2122), amended a second time by Resolution No. 13,862 on November 17, 2003 (Ordinance No. 2461), amended a third time by Resolution No. 18,377 on December 10, 2012 (Ordinance No. 2785), amended a fourth time by Resolution No. 19,263 on November 3, 2014, amended a fifth time by Resolution No. 19,963 on April 18, 2016, amended a sixth time by Resolution No. 21,079 on May 7, 2018 (Ordinance No. 2923), and amended a seventh time by Resolution No. 21,368 on December 17, 2018 and further subject to restrictive covenants, ordinances, and limited access provisions of record, if any, and to existing easements of record.

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

Dated:

City of Cedar Falls, Iowa (Grantor) (Grantor)

(Grantor) (Grantor)

(Grantor) (Grantor)

STATE OF IOWA, COUNTY OF BLACK HAWK

This record was acknowledged before me on, by James P. Brown as Mayor and Jacqueline Daniels, MMC, as City Clerk, of the City of Cedar Falls, Iowa.

Signature of Notary Public



MAYOR JIM BROWN

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

ITEM 10.

MEMORANDUM
Office of the Mayor

TO: City Council
FROM: Mayor Jim Brown
DATE: December 11, 2019
SUBJECT: Appointment/Reappointments

I am recommending the following appointment and reappointments:

| Name: | Board/Commission: | Term Ending: |
|----------------|---|---------------------|
| Susan deBuhr | Board of Appeals, Boards of Electrical, Mechanical & Plumbing Appeals (reappointment) | 12/31/2020 |
| Jerry Bjerke | Board of Electrical Appeals (reappointment) | 12/31/2023 |
| Julie Gardner | Board of Mechanical Appeals (reappointment) | 12/31/2023 |
| Thomas Frazier | Housing Commission (reappointment) | 12/31/2021 |
| Melissa Heston | Housing Commission (fills vacancy) | 12/31/2021 |
| Patrick Phalen | Housing Commission (reappointment) | 12/31/2021 |
| Gary Winterhof | Housing Commission (reappointment) | 12/31/2021 |

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: Melissa L Heston Gender: F Date: Oct. 29, 2019
 First MI Last
 Home Address: 1911 Hawthorne Dr. Phone: 319-266-1659
 Work Address: _____ Phone: _____
 Email Address: heston@uni.edu Cell: _____
 Employer: Retired from UNI in 2017 Position/Occupation: Associate Professor
 If Cedar Falls resident, length of residency: 30 years Ward: 4
NOMINEE FOR: Housing 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.)

Most of my service has been at UNI between 1989 and 2017. During that time, I served on the Faculty Senate (including as Chair of the Senate), the College of Education Senate, as Chair of the Faculty, Chair of the Teacher Education Faculty, and on many other committees in both appointed and elected positions. I also served on the See How They Grow Conference Planning Committee (a conference for early childhood educators in NE Iowa, as part of the Iowa Association for the Education of Young Children). I served on the Advisory Board for the Iowa Association for the Education of Young Children, and on the State Program Review Committee for Teacher Education Programs for the Iowa Department of Education. I'm incoming President for the Iowa State Bridge League, and have served on their board for several years now. I am second year Volunteer Income Tax Assistant for Waterloo and Cedar Falls. I can track down service dates for the activities at UNI prior to my retirement if you really want them.

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

I have excellent oral and written communication skills, and know how to work effectively in collaborative groups. I am task oriented, and can readily meet deadlines for externally imposed tasks.

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

I have a deep interest in housing issues, especially low-income housing and homelessness. This interest began after reading J. Kozol's Rachel and Her Children back in the very early 1990s. While I believe Cedar Falls is a wonderful place to live, I believe we could do better in this area. I don't have a particular agenda, though, so my first task would be to listen and develop a strong knowledge base regarding housing issues in our community. I'm pragmatic rather than ideological, and understand the need to compromise when necessary to achieve a good outcome for the people being affected. Service to the community as a whole is my goal.

Are you aware of any conflict of interest, or potential conflict of interest, that may prevent you from performing your responsibilities on this Board/Commission in the best interest of the City of Cedar Falls? If so, please describe. ITEM 10.

I can't think of any. I'm not closely connected to UNI anymore, and I don't own a business. I am a home owner in the Cedar Heights neighborhood, but I can't see how that could lead to a conflict of interest under most circumstances.

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

City of Cedar Falls

HOUSING COMMISSION Nominee's Questionnaire

1. Do you have any familiarity or knowledge of the Section 8 Housing Assistance Program? Please explain.

I have long been aware of Section 8 Housing, although I have no detailed knowledge. I know that Section 8 Housing often carries a stigma for recipients, and that it can vary greatly in quality. Much of what I do know is based on reading about the experiences of children being in Section 8 Housing in Chicago. I don't think that's necessarily relevant to such housing here in Cedar Falls. We don't have huge housing projects, nor should we.

2. What is your opinion of the condition of the overall housing stock in Cedar Falls?

It's my understanding from a few conversations with others that we do not have sufficient low income housing to meet demand, and I've seen the clear tendency to favor new expansions that serve middle and high income families. I do worry that we lean toward becoming a kind of "gated community" or collection of such housing additions. However, I freely admit that I will have a steep learning curve in regard to housing stock in Cedar Falls.

3. Are you familiar with any of the City of Cedar Falls codes, regulations, ordinances, etc. pertaining to Housing and Housing Programs?

Most of my rather vague knowledge comes from hearing about student housing issues, limiting the number of unrelated adults in a unit, and parking availability. I do know that the abstract for my house includes an exclusionary clause for non-whites, which is quite illegal now, but wasn't when the house was built. Again, I consider this a learning curve issue, and I have a pretty fast learning curve.

4. What type of job or life experiences do you have that would assist you with serving on the Housing Commission?

Other than general leadership, organizational, collaboration skills, I don't think I have any specific skills that might be especially helpful. I do have excellent skills for dealing with 176

the pros and cons of policies and evaluating evidence in decision-making. I have been a renter and a home owner, and was a Cedar Falls renter from Aug. 1989 to Jan. 1

ITEM 10.

5. What do you see the role and/or purpose of the Housing Commission to be?

I believe the purpose of the Commission to be enhancing the housing options for low-income families, the disabled and the elderly. That means improving the quality of the housing options available to these groups and the accessibility of these options. Accessibility requires both affordability for residents and perhaps expansions of what's currently available for these residents.

6. The Commission meets on the 2nd Tuesday of each month at 5:00 p.m. Are you generally available on that day/time to attend these meetings?

Yes

Melissa L Heston

Signature

Oct. 29, 2019

Date

COMMITTEE OF THE WHOLE

City Hall – Council Chambers

December 2, 2019

The Committee of the Whole met in the Council Chambers at 5:45 p.m. on December 2, 2019, with the following Committee persons in attendance: Mayor Jim Brown, Tom Blanford, Frank Darrah, Susan deBuhr, Daryl Kruse, and Mark Miller. Rob Green and David Wieland were absent. Staff members attended from all City Departments. Andrew Wind from the *Waterloo Courier* and Grow Cedar Valley representatives Bryan Earnest, Lisa Skubal, Will Frost and Cary Darrah attended, as well as members of the community.

Mayor Brown called the meeting to order and introduced the first item on the agenda, Grow Cedar Valley Update. Bryan Earnest current chair of Grow Cedar Valley stated they have had many changes this past couple of years, one of them is the name change and rebranding. He stated they continue to have a strong partnership with the City of Cedar Falls. Lisa Skubal Vice President of Economic Development reviewed the external marketing and business growth for both new business expansion and expansion of current businesses. Ms. Skubal stated they helped set up meeting with a site collection consultant in Singapore and provided marketing materials to distribute while Ron Gaines was oversees in Singapore and the Netherlands. She explained Grow Cedar Valley staff and Shane Graham attended a Select USA Trade show sponsored by the US Department of Commerce in June. She introduced Will Frost, Director of Talent Development. Mr. Frost reviewed the work force initiatives. He they continue the talent search, not just here in Iowa, but across the nation. He explained they had over 300 participants at the Economic Inclusion Summit. Cary Darrah, CEO for Grow Cedar Valley, thanked the Mayor and the City for the continued partnership. A brief discussion was held.

Mayor Brown moved on to the second item on the agenda Naming City Streets. Cory Hines GIS Analyst reviewed the current City ordinance. He also reviewed what other cities in Iowa have for regulations/guidelines for street naming. He stated they range from very extensive, to moderate and others have minimal guidelines. He stated they have a list of 52 names which were representative citizen winners, however there are some names which will conflict with other streets or infrastructures within the city or in neighboring Waterloo. After review the list was pared down to 35 names with no apparent conflict. Mr. Hines said the staff recommendation is to continue as is, with no policy or ordinance changes. This will continue with the existing street naming themes in city developed areas. Mayor Brown opened it for discussion. After a brief discussion the council consensus was to continue with the current ordinance for name streets. There was no motion.

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

There being no further discussion, Mayor Brown adjourned the meeting at 6:13 p.m.

Minutes by Lisa Roeding, Controller/City Treasurer

CIVIL SERVICE COMMISSION

City of Cedar Falls
CEDAR FALLS, IOWA

ITEM 12.

December 11, 2019

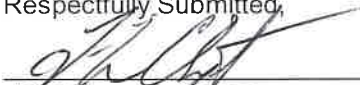
Honorable Mayor and City Council
City Hall, 220 Clay Street
Cedar Falls, IA 50613

Dear Mayor Brown and Council Members:

The Civil Service Commission of the City of Cedar Falls, Iowa approved of and authorized administration of a testing instrument for the position of Maintenance Worker. Listed below are the names of the top ranked candidates with their combined average test scores and applicable Veteran's Preference points. Tied scores are presented in alphabetical order, if applicable.

| Rank | Name | Combined Averaged Score | Veteran's Preference | Total Points With Preference |
|------|------------------|-------------------------|----------------------|------------------------------|
| 1 | Trevor Johnson | 493 | | 493 |
| 2 | Nicholas Sires | 492 | | 492 |
| 3 | Raymond Weich | 486 | | 486 |
| 4 | Caleb Curl | 485 | | 485 |
| 5 | Shawn Flanders | 477 | | 477 |
| 6 | Tobias Sires | 473 | | 473 |
| 7 | Brett Riley | 450 | | 450 |
| 8 | Jeff Mohlis | 438 | | 438 |
| 9 | Jon Burleson | 434 | | 434 |
| 10 | Brady Bergan | 429 | | 429 |
| 11 | Casey Paine | 427 | | 427 |
| 12 | Sergio Marin | 426 | | 426 |
| 13 | Kevin Reglein | 421 | | 421 |
| 14 | Carl Roeding | 417 | | 417 |
| 15 | Josh Blohm | 414 | | 414 |
| 16 | Shem McCoy | 412 | | 412 |
| 17 | Ryan Rosol | 406 | | 406 |
| 18 | Peter Schuster | 404 | | 404 |
| 19 | Ocean McCool | 400 | | 400 |
| 19 | Michael Pawlak | 400 | | 400 |
| 21 | Jeff Dake | 398 | | 398 |
| 22 | Todd Edgington | 397 | | 397 |
| 22 | Michael Lindaman | 397 | | 397 |

Respectfully Submitted,


John Clopton, Commission Chairperson


Paul Lee, Commissioner


Sue Armbrrecht, Commissioner

Orig: Jacque Daniels, City Clerk
Cc: Chase Schrage, Director of Public Works; Brian Heath, Public Works & Parks Manager
Civil Service Records



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

Legal Services Division

TO: Mayor Brown and City Council Members

FROM: Colleen Sole, Personnel Specialist/Human Rights Liaison

DATE: December 10, 2019

SUBJECT: **Receive & File FY19 Human Rights Commission Annual Report**

Attached for your review is the Cedar Falls Human Rights Commission's Fiscal Year 2019 Annual Report. Human Rights Commissioners will be in attendance at the December 16, 2019, City Council Meeting to briefly review the highlights of the report, and Commissioners will be available for any questions you may have.

The Commission asks that the FY19 Annual Report be received and filed at the December 16, 2019, City Council Meeting. If you have questions prior to the meeting, please feel free to contact me at 319-243-2712 or Colleen.Sole@cedarfalls.com.

cc: Human Rights Commission

CITY OF CEDAR FALLS, IA



HUMAN

RIGHTS

COMMISSION

ANNUAL REPORT

FY19

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EXECUTIVE SUMMARY

July 1, 2017 through June 30, 2019 continued progress for the Cedar Falls Human Rights Commission. This section summarizes these changes.

Commission Legal Support: Attorney Kevin Rogers is the Commission’s primary legal counsel. Attorney Rogers is available to assist the Commission and staff with complaint processing.

Local Claims Processing: Local claim processing continued, offering mediation, fact-finding, and conciliation services to individuals who file complaints during the aforementioned timeframe. Continued efforts in encouraging mediation as a tool in the claims process resulting in fewer legal costs. Commissioners continued to actively serve as fact-finders to determine probable or no probable cause in claims reaching beyond mediation.

Fact Finding: Preparations involve copying and distributing files; file review by fact-finders, fact-finding planning meetings, contact with claimant, respondent, and witnesses, and the fact-finding session itself. Duration of the sessions vary, but can take several hours, followed by discussion and the writing of a “Probable”, “No Probable”, or “Administrative Closure” Cause determination reviewed by the Commission’s attorney. Total estimated time per fact-finding depends upon the merits of each case.

Furthering CFHRC Services:

Federal and State Ordinance Revisions – Updates to Federal and State ordinance revisions are reviewed in order to maintain compliance with the Civil Rights Act and claim processing procedures.

Annual Planning Retreat – the Commission’s first annual planning retreat was held April 2002 and proved beneficial in reviewing Commission accomplishments and establishing goals for the next fiscal year. As of May 2019, the Commission facilitated its 18th planning retreat and plans to continue annually. The 2019 Retreat included Guest Speaker Nilvia Reyes Rodriguez, Representative Bob Kressig, Senator Eric Giddens, Mayor James Brown, City Council Members Tom Blanford, Frank Darrah and Rob Green, Waterloo Human Rights Director Abraham Funchess, Waterloo Human Rights Specialist Rebecca Johnson, Waterloo Human Rights Commissioners Eric Donat, Teresa Culpepper, Quinton Richardson, Chatara Mabry, Terrance Hollingsworth, Bucheit, and Matt Gibbon, Waterloo Council Member Pat Morrissey, and the Cedar Falls Human Rights Commission.

Committee Goals – Committees continue to develop annual goals to accomplish throughout the year. This information is included in this report.

Finance and Funding – review of Commission income and expenditures continued (see financial section of this report).

Education/Professional Development – the continued goal of the Education/Professional Development is to educate the community and the Commission. Commissioners attend various educational conferences and seminars to expand their knowledge.

Human Rights Networking – the Commission continued local, state and regional relationships with other human rights professionals and groups. Through these groups and individuals, commissioners and staff have established relationships with local State of Iowa Legislators and Iowa Civil Rights Commission Staff. Commissioners are strongly encouraged to attend Iowa Civil Rights and Human Rights League events to continue relationships and broaden their knowledge.

MISSION STATEMENT

The Cedar Falls Human Rights Commission is responsible for enforcing the laws and educating the community regarding discrimination as provided in the Cedar Falls Code of Ordinances.

PHILOSOPHY

The Cedar Falls Human Rights Commission is committed to:

1. Enforcing the laws regarding discrimination as provided in the State Code of Iowa and City of Cedar Falls Code of Ordinances.
2. Investigating complaints of discrimination in Cedar Falls.
3. Studying and attempting to eliminate discrimination in Cedar Falls.
4. Cooperating with state and federal agencies in law enforcement activities and developing civil rights educational programs.
5. Providing a pro-active approach to the education of the community, employers and employees on human rights issues, including support for local organizations.

PRIMARY COMMITMENT

The Commission is concerned primarily with long-term goals and ways by which those goals are to be achieved. The Commission should establish objectives within its areas of responsibility and then focus on the desired results. There are two overriding questions that commission members should continually be asking themselves:

1. Are we working to achieve our mission on behalf of the community?
2. Given new information, new wisdom, and new possibilities, what should we strive to accomplish for whom and at what cost in the next year? The next five years?

PRINCIPAL RESPONSIBILITIES

The principal responsibilities of the Cedar Falls Human Rights Commission include the following:

1. To advocate for human rights and serve as a link between the Commission and the community.
2. To establish policies that provide direction for the agency, reflect the values of the commission, and comply with applicable federal, state, and local laws and regulations.
3. To establish the long-range vision required to meet local community needs.
4. To plan actively for the future of the commission.
5. To provide spending suggestions to city personnel.

COMMITTEE DESCRIPTIONS AND RESPONSIBILITIES

The Chairperson of the CFHRC serves as an ex-officio member to all of the subcommittees approved by the CFHRC.

Executive – This committee shall include the Commission Chairperson, the Vice-Chairperson, and Past-Chairperson. This committee assists in the preparation of the monthly Commission agenda, makes recommendations to the Commission regarding development of policies and procedures, and serves as primary contact with the Commission regarding legal matters and assist with the development of timely information to the Mayor, City Council, Press, and Public at large. The Executive Committee is also responsible for production of the annual report. This committee normally meets prior to the regular Commission meeting on the third Monday of the month.

Finance and Funding – This Committee shall consist of a minimum of three (3) Commissioners. This committee will work with the City’s Commission Liaison and provide this individual with recommendations and requests to be included in the City of Cedar Falls budget process each fiscal year. The committee will also assist in researching additional funding streams for the Commission such as grants, cooperative agreements, workshops, etc. This committee meets as required.

Education/Professional Development – This combined committee shall consist of a minimum of three (3) Commissioners. The committee will incorporate the Commission efforts to develop a method to educate employers, employees, educating systems, and the public at large regarding human and civil rights issues. This committee shall also provide the entire Cedar Falls Human Rights Commission with information regarding local and regional trainings related to the area of human and civil rights. Responsibilities include the planning of the Annual Retreat. This committee meets as required.

Cedar Falls 2020 and 2025 Vision and Strategic Plan – This combined committee was formed with the intent to complete the request for the Cedar Falls Human Right’s Commission’s involvement in the Cedar Falls 2020 Vision and Strategic Plan. Responsibility of this committee was to continue the efforts of the vision. The Commission will review the 2025 Vision and Strategic Plan on an as needed basis. A committee will be created if there is a need.

FY19 ACCOMPLISHMENTS & CHALLENGES BY COMMITTEE

EXECUTIVE COMMITTEE

Executive Committee Accomplishments:

1. FY18 Annual Report
2. FY19 ICRC COOP Agreement
3. May 2019 Retreat information and FY19 Goals
4. Continued communication and cooperation with local and state officials

Executive Committee Challenges:

1. Maintain a full Commission
2. Explore the Commission's role
3. Support and attend committee meetings for continuity
4. Continue to build relationships
5. Review of City Ordinance No. 2661

EDUCATION/PROFESSIONAL DEVELOPMENT COMMITTEE

Education/Professional Development Committee Accomplishments:

1. Promoted the Commission through community education
2. Participated in Community Events
3. Supported Commissioner education
4. Continue to build community relations; UNI, Waterloo Commission on Human Rights, local organizations, and local and state officials

Education/Professional Development Committee Challenges:

1. Raise Awareness and Educate the community about discrimination issues
2. Attendance at local events
3. Educate Commissioners
4. Continue to build relationships with UNI, the Community, City Council, State Officials, and the Waterloo Commission on Human Rights
5. Implement Vision 2020 and 2025

FINANCE & FUNDING COMMITTEE

Currently all finance and funding decisions are made by the Commission as a whole. If there is a need for a committee in the future, one will be assigned.

CASE ACTIVITY

| Fiscal Year | 2018 | 2019 |
|--|---|---|
| Inquiries | 16 | 11 |
| Referred to Services other than Human Rights | 2 | 5 |
| Referred to ICRC or Other Jurisdiction | 13 | 6 |
| No Claim Received | 0 | 0 |
| Cases Opened | 1 | 0 |
| Open Cases | 4 | 4 |
| Mediation | 0 | 0 |
| Mediation Settled | 0 | 0 |
| Fact Finding Completed | 1 | 1 |
| Conciliation | 0 | 0 |
| Conciliation Settled | 0 | 0 |
| Public Hearing | 0 | 0 |
| Closed Case | 0 | 1 |
| Case Status | 1 – Fact Finding 3 Pending Admin Closure | 1 – Fact Finding/No Probable Cause Finding 3 – Pending Admin Closure |
| Area | 4 – EMP | 4 – EMP |
| Basis(es) | 3– Color/Race 1 – Age | 3 – Color/Race 1 – Age |

KEY

| CLAIM STATUS | |
|--------------|--------------------------|
| NPC | No Probable Cause |
| PC | Probable Cause |
| MED | Mediation |
| FF | Fact Finding |
| PC/CON | PC, Move to Conciliation |
| WD | Withdrawal |
| RTS | Right-To-Sue |

| AREAS |
|---------------------------|
| C = Credit |
| EDU = Education |
| EMP = Employment |
| PA = Public Accommodation |
| |
| |

| BASIS | |
|--------------------|-----------------|
| Race/Color | Religion |
| Creed | National Origin |
| Sex | Family Status |
| Gender Identity | Marital Status |
| Sexual Orientation | Age |
| Disability | (Pregnancy) |

ANNUAL BUDGET

| Source | Received | Dollars Spent | Balance |
|--------------|-------------|---------------|-----------|
| General Fund | \$ 1,500.00 | \$ 1,207.77 | \$ 292.23 |

TRAINING/CONFERENCES/EVENTS

1. Pride Fest (08/18)
2. UNI Social Justice Class (09/18-12/18)
3. Cedar Valley Economic Inclusion Summit (10/18)
4. Economic Inclusion Summit Board (FY18)
5. FY19 ICRC COOP Agreement approved by City Council (10/18)
6. Annual Freedom Fund Banquet (10/18)
7. Greater Cedar Valley Alliance & Chamber Bus Tour (12/18)
8. FY18 Annual Report received and filed by City Council (12/18)
9. Marshallese Students – Presentation (12/18)
10. Cedar Valley United Nations Association Sponsored Events (12/18)
11. Martin Luther King, Jr. Banquet (01/19)
12. UNI Center for Multicultural Education Open House (01/19)
13. UNI CEEE Events (02/19)
14. UNI's Common Read (02/19)
15. African-American Children & Families Conference (02/19)
16. CultureFest (04/19)
17. Community Cinco de Mayo Celebrations (05/19)
18. Cedar Falls Human Rights Commission Annual Retreat (05/19)
19. World Refugee Day Luncheon (06/19)

COMMISSIONERS SERVING DURING FY19

| | <u>Appointed</u> | <u>Re-Appointed</u> | <u>Term Expires</u> | |
|----------------|------------------|---------------------|---------------------|-----------------|
| Willie Barney | 09-25-08 | 07-10-17 | 07-01-20 | |
| Todd Blanford | 01-04-16 | 06-20-16 | 02-18-19 | |
| Amy Bonebrake | 02-16-15 | 00-00-00 | 07-01-19 | FY19 Past Chair |
| Teri Jorgensen | 05-23-11 | 07-01-19 | 07-01-22 | |
| Susan Langan | 05-13-02 | 06-18-18 | 07-01-21 | |
| Spencer Luvert | 07-26-99 | 07-10-17 | 07-01-20 | |
| Andrew Morse | 07-10-17 | 06-18-18 | 07-01-21 | |
| Kei-Che Randle | 07-20-15 | 06-18-18 | 07-01-21 | FY19 Chair |
| Nicole Winther | 04-12-04 | 07-10-17 | 07-01-20 | |
| Jeff Zaputil | 12-15-14 | 06-18-18 | 07-01-21 | FY19 Vice Chair |

SUPPORT STAFF FOR FY19

Colleen Sole, Personnel Specialist & Human Rights Commission Liaison

Kevin Rogers, Cedar Falls City Attorney

CONTACT INFORMATION

MAILING ADDRESS: 220 Clay Street, Cedar Falls, Iowa 50613

LOCATION: City Hall, Administrative Services Department

HOURS: 8:00 a.m. – 5:00 p.m., Monday – Friday

TELEPHONE: (319) 273-8600 or (319) 243-2712

FAX: (319) 268-5126

REGULAR MEETINGS: Third Monday of most months at 7:00 p.m.

MEETING LOCATION: Cedar Falls Public Library



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 Recreation Division

TO: Mayor James P. Brown and City Council
FROM: Bruce Verink, Recreation Division Manager
DATE: November 21, 2019
SUBJECT: Receive and File - Recreation and Fitness Center, Operations and Facility Needs Assessment

At the Committee of the Whole on November 18, Jack Patton, with RDG and Ballard/King, presented a thirty-minute power point and then answered questions for fifteen minutes regarding the study their firm had just completed for the City. At this time, staff would like to have council receive and file the power point and the executive report for future reference.

Background

In May, the City Council approved a contract with RDG and Ballard/King to evaluate the current Recreation and Fitness Center to help guide the City regarding future needs we will have. This study focused on the current facility located at 110 East 13th Street.

The purpose of this study was to see what the metro area has to offer, to compare current fees and services offered by not just the Recreation and Fitness Center but by the private sector as well. To look at trends around the country for programs and popular user spaces in an effort to guide the City in any future programming needs or possible expansion ideas. The attached presentation is a culmination of the Recreation & Fitness Center, Operations & Facility Needs Assessment.

City staff held a number of meetings with the consultants over the last five months to assist with this study. Consultants had focus group meetings with five different groups without staff present to gain participants thoughts and ideas. The consultants developed a survey, which was available on line, and over 1,800 citizens participated. In addition, a Town Hall meeting, open to the public, was held to further gather input from citizens. The consultants toured a number of facilities in the metro area as well and had an in-depth tour of the current Recreation and Fitness Center.

An overview of the study and power point was presented to the Park and Recreation Commission at their monthly meeting on November 14.

For the City Council Committee of the Whole agenda on November 18, council had in their packet a copy of the power point that was presented. The eighty-eight page executive summary and the 290-page appendix were made available to council upon request.

The Recreation and Fitness Center, Operations and Facility Needs Assessment report will provide a guide for any future expansion at the current location and/or elsewhere in the City.

Recommendation

Please receive and file this report at this time.

Let me know if you have any questions.

Respectfully submitted

**DEPARTMENT OF PUBLIC SAFETY SERVICES**

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

319-273-8612

MEMORANDUM

To: Mayor Brown and City Councilmembers
From: Jeff Olson, Public Safety Services Director/Chief of Police
Date: December 12, 2019
Re: Beer/Liquor License Applications

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

Name of Applicants:

- a) Huhot Mongolian Grill, 6301 University Avenue, Special Class C liquor - renewal.
- b) Rancho Chico, 618 Brandilynn Boulevard #104, Class C Liquor - renewal.
- c) The Brown Bottle, 1111 Center Street, Class C liquor & outdoor service - renewal.
- d) Wild Hare American Bar and Grill, 2512 Whitetail Drive, Class C liquor & outdoor service - renewal.
- e) Bani's, 2128 College Street, Class E liquor - renewal.
- f) Hy-Vee Clubroom, 6301 University Avenue, Special Class C liquor - change in ownership.
- g) Gourmet Garden, 5907 University Ave, Special Class C liquor - new.



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

INTEROFFICE MEMORANDUM

TO: Mayor Brown & City Council Members
FROM: Jennifer Rodenbeck, Director of Finance & Business Operations
DATE: December 6, 2019
SUBJECT: Council/Mayor Salary Adjustments

Attached is a resolution showing the pay increases for elected officials for calendar year 2020. These are in accordance with State Code and City Ordinance as follows:

Per Iowa Code Section 372.12(8): By ordinance, the council shall prescribe the compensation of the mayor, council members, and other elected city officers, but a change in the compensation of the mayor does not become effective during the term in which the change is adopted, and the council shall not adopt an ordinance changing the compensation of the mayor, council members, or other elected officers during the months of November and December in the year of a regular city election. A change in the compensation of council members becomes effective for all council members at the beginning of the term of the council members elected at the election next following the change in compensation.

Per City Code of Ordinances Section 2-43 (council members) and 2-154 (mayor), an annual salary adjustment equal to the latest calendar year annual federal consumer price index, which was 1.9% for this past year. **The approval of this resolution is a formality to document the state law and city ordinance.**

You may recall seven years ago, I presented in committee a history of elected official increases and a chart illustrating the different types of inflation factors that could be used. Whether you use the national CPI, the Midwest CPI, or the local valuation increases, the average increase over the 10 year period was not that substantially different. In fact in most cases the raises would have been higher, or would have fluctuated more. After the presentation, the Council did not decide to pursue changing the ordinance. However, if the council would like to discuss the issue again, the Council could look at amending the ordinance.

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

PAYROLL RESOLUTION - ELECTED OFFICIALS
CALENDAR YEAR 2020

ITEM 16.

| NAME | POSITION | BAND | HOURLY | MONTHLY | ANNUAL |
|------------------------------|--|-------------|---------------|----------------|---------------|
| <u>CITY COUNCIL</u> | | | | | |
| Mark Miller | Council Member 1st Ward January 1, 2020 | | | 524.22 | 6,290.64 |
| Susan deBuhr | Council Member 2nd Ward January 1, 2020 | | | 524.22 | 6,290.64 |
| Daryl Kruse | Council Member 3rd Ward January 1, 2020 | | | 524.22 | 6,290.64 |
| Simon Harding | Council Member 4th Ward January 1, 2020 | | | 524.22 | 6,290.64 |
| Frank Darrah | Council Member 5th Ward January 1, 2020 | | | 524.22 | 6,290.64 |
| Dave Sires | Council Member - At Large January 1, 2020 | | | 524.22 | 6,290.64 |
| Vacant | Council Member - At Large January 1, 2020 | | | 524.22 | 6,290.64 |
| <u>MAYOR'S OFFICE</u> | | | | | |
| Rob Green | Mayor January 1, 2020 | | 45.617 | 7,906.95 | 94,883.36 |



DEPARTMENT OF FINANCE & BUSINESS
OPERATIONS

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

ITEM 17.

MEMORANDUM
Financial Services Division

TO: Mayor Brown and City Council Members

FROM: Paul Kockler, Accountant

DATE: December 11, 2019

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

Attached are updated health Summary Plan Descriptions (SPDs) from Wellmark for FY2020 in compliance with current requirements for 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**

**Non-Union and Fire Union Employees
and Retirees of These Groups**

AllianceSelectSM **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.

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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

| | |
|---|--|
| Plan Name: | The City of Cedar Falls Employee Health Benefit Plan |
| Plan Sponsor: | City of Cedar Falls |
| Employer ID Number: | 42-6004332 |
| Plan Number: | 501 |
| When Plan Year Ends: | June 30 |
| Participants of Plan: | Eligible employees, retirees, and their dependents See <i>Coverage Eligibility and Effective Date</i> later in this summary plan description. |
| Plan Administrator and Agent for Service of Legal Process: | 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. |
| How Plan Costs Are Funded: | The Plan Sponsor and the employees pay the cost of this Plan. |
| Type of Plan: | Group Health Plan |
| Type of Administration: | Self-Funded |
| Benefits Administered by: | 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 PPOSM 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 policy 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 policy 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 |
|--|
| Deductible |
| \$500 per person |
| \$1,000 (maximum) per family* |
| Coinsurance |
| 10% for covered services received from PPO Providers. |
| 20% for covered services received from Participating and Out-of-Network providers. |
| Out-of-Pocket Maximum |
| \$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.

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.

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: | Deductible Coinsurance |
| <ul style="list-style-type: none"> ■ 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; ■ Preventive care and screenings for infants, children, and adolescents provided for in 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.*** | |
| 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 |

| Covered Service | Payment Obligation Waived |
|--|---------------------------------|
| 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. 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.

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"> ■ 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. |
| Blood and Blood Administration | ● | | 14 | |
| Chemical Dependency Treatment | ● | | 14 | |
| Chemotherapy and Radiation Therapy | ● | | 15 | |

| Category | Covered | Not Covered | See Page | Benefits Maximums |
|--|---------|-------------|----------|--|
| Clinical Trials – Routine Care Associated with Clinical Trials | ● | | 15 | |
| Contraceptives | ● | | 15 | |
| Cosmetic Services | | ⊖ | 15 | |
| Counseling and Education Services | | ⊖ | 15 | |
| Dental Treatment for Accidental Injury | ● | | 16 | |
| Dialysis | ● | | 16 | |
| 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 | ● | | 17 | \$15,000 per lifetime for infertility transfer procedures. |
| Genetic Testing | ● | | 17 | |
| 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 | ● | | 19 | 15 days per lifetime for inpatient hospice respite care. 15 days per lifetime for outpatient hospice respite care. Please note: Hospice respite care must be used in increments of not more than five days at a time. |
| Hospitals and Facilities | ● | | 19 | |
| Illness or Injury Services | ● | | 20 | |
| Inhalation Therapy | ● | | 20 | |
| Maternity Services | ● | | 20 | |
| Medical and Surgical Supplies and Personal Convenience Items | ● | | 21 | |
| Mental Health Services | ● | | 22 | |
| Morbid Obesity Treatment | ● | | 22 | |
| Motor Vehicles | | ⊖ | 23 | |
| Musculoskeletal Treatment | ● | | 23 | |
| Nonmedical or Administrative Services | | ⊖ | 23 | |
| Nutritional and Dietary Supplements | ● | | 23 | |
| Occupational Therapy | ● | | 23 | |
| Orthotics | | ⊖ | 24 | |

| Category | Covered | Not Covered | See Page | Benefits Maximums |
|--|---------|-------------|----------|--|
| Physical Therapy | ● | | 24 | |
| Physicians and Practitioners | | | 24 | |
| Advanced Registered Nurse Practitioners | ● | | 24 | |
| Audiologists | ● | | 24 | |
| Chiropractors | ● | | 24 | |
| Doctors of Osteopathy | ● | | 24 | |
| Licensed Independent Social Workers | ● | | 24 | |
| Medical Doctors | ● | | 24 | |
| Occupational Therapists | ● | | 24 | |
| Optometrists | ● | | 24 | |
| Oral Surgeons | ● | | 24 | |
| Physical Therapists | ● | | 24 | |
| Physician Assistants | ● | | 24 | |
| Podiatrists | ● | | 24 | |
| Psychologists | ● | | 24 | |
| Speech Pathologists | ● | | 24 | |
| Prescription Drugs | ● | | 25 | |
| Preventive Care | ● | | 25 | Well-child care until the child reaches age seven. |
| Prosthetic Devices | ● | | 26 | |
| Reconstructive Surgery | ● | | 26 | |
| Self-Help Programs | | ⊖ | 26 | |
| Sleep Apnea Treatment | ● | | 27 | |
| Social Adjustment | | ⊖ | 27 | |
| Speech Therapy | ● | | 27 | |
| Surgery | ● | | 27 | |
| Telehealth Services | ● | | 27 | |
| Temporomandibular Joint Disorder (TMD) | ● | | 27 | |
| Transplants | ● | | 27 | |
| Travel or Lodging Costs | | ⊖ | 28 | |
| Vision Services (related to an illness or injury) | ● | | 28 | |
| Wigs or Hairpieces | ● | | 28 | One wig or hairpiece per lifetime. |
| X-ray and Laboratory Services | ● | | 28 | |

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 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 if you are an inpatient at a facility.
- 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 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.

Not Covered:

- Professional air or ground ambulance transport from a facility capable of treating your condition.
- Non-emergency air or ground transport including, but not limited to, non-emergency air or ground ambulance transportation when performed primarily for your convenience or the convenience of your family, physician, or other health care provider.

Anesthesia

Covered: Anesthesia and the administration of anesthesia.

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

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.

Blood and Blood Administration

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

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.

Chemotherapy and Radiation Therapy

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

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.

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.

Cosmetic Services

Not Covered: Cosmetic services, supplies, or drugs if provided primarily to improve physical appearance. 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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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*.

Inhalation Therapy

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

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.

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.

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:

- Gender identity disorders. You are not covered for management, consultation, counseling, or surgical services for gender dysphoria (i.e., gender identity disorders).
- 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.

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.

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.

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.

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.

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.

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*.

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.

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).

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.

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.

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.

Self-Help Programs

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

Sleep Apnea Treatment

Covered: Obstructive sleep apnea diagnosis and treatments.

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

Social Adjustment

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

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.

Surgery

Covered. This includes the following:

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

Not Covered: Gender reassignment surgery.

See Also:

Dental Services earlier in this section.

Reconstructive Surgery earlier in this section.

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.

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.

Temporomandibular Joint Disorder (TMD)

Covered.

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

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.

Transplants are subject to case management.

The medically necessary expenses of transporting the recipient when the transplant organ for the recipient is available for transplant.

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.

Travel or Lodging Costs

Not Covered.

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.

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.

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.

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.

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 had complied with the legal requirements relating to notice of injury, timely filing of claims, and medical treatment authorization; or
- you had not rejected workers' compensation coverage.

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 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. Examples of charges that depend on the type of provider include but are 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.

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 19 and *Physicians and Practitioners*, page 24.

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, the pharmacist should call the Pharmacist Helpline number on the back of 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.

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. 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.

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 81.

Precertification

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| Purpose | 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. |
| Applies to | 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. |
| Person Responsible for Obtaining Precertification | <p>You or someone acting on your behalf is responsible for obtaining precertification if:</p> <ul style="list-style-type: none"> ■ You receive services subject to precertification from an Out-of-Network Provider; or ■ You receive non-inpatient services subject to precertification from a PPO or Participating provider outside Iowa or South Dakota; <p>Your Provider should obtain precertification for you if:</p> <ul style="list-style-type: none"> ■ You receive services subject to precertification from a PPO Provider in Iowa or South Dakota; or ■ You receive inpatient services subject to precertification from a PPO or Participating provider outside Iowa or South Dakota. <p>Please note: If you are ever in doubt whether precertification has been obtained, call the Customer Service number on your ID card.</p> |

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| Process | <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"> ■ 72 hours in a medically urgent situation; ■ 15 days in a non-medically urgent situation. <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> |
| Importance | <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"> ■ 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. ■ If you receive non-inpatient services from a PPO or Participating provider in another state or service area 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. ■ 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. Please note: It is important that you are aware of precertification requirements to help ensure that they are met. ■ 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. <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

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| Purpose | Notification of most facility admissions and certain services helps us identify and initiate discharge planning or care coordination. Notification is required. |
| Applies to | 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. |

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| Person Responsible | <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"> ■ You receive services subject to notification from a provider outside Iowa or South Dakota; ■ You receive services subject to notification from a Participating or Out-of-Network provider. |
| Process | <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

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| Purpose | <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> |
| Applies to | <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> |
| Person Responsible for Obtaining Prior Approval | <p>You or someone acting on your behalf is responsible for obtaining prior approval if:</p> <ul style="list-style-type: none"> ■ You receive services subject to prior approval from an Out-of-Network Provider; or ■ You receive non-inpatient services subject to prior approval from a PPO or Participating provider outside Iowa or South Dakota; <p>Your Provider should obtain prior approval for you if:</p> <ul style="list-style-type: none"> ■ You receive services subject to prior approval from a PPO Provider in Iowa or South Dakota; or ■ You receive inpatient services subject to prior approval from a PPO or Participating provider outside Iowa or South Dakota. <p>Please note: If you are ever in doubt whether prior approval has been obtained, call the Customer Service number on your ID card.</p> |

Process

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.

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:

- 72 hours in a medically urgent situation.
- 15 days in a non-medically urgent situation.

Prior approval requests must include supporting clinical information to determine medical necessity of the services or supplies.

Importance

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.

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.

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, the benefit for that service will be provided according to the terms of your medical benefits.

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.

Note: 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 *Precertification* and *Notification* earlier in this section.

Concurrent Review

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| Purpose | 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. |
| Applies to | 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. |
| Person Responsible | Wellmark |
| Process | Wellmark may review your case to determine whether your current level of care is medically necessary. Responses to Wellmark's concurrent review requests must include supporting clinical information to determine medical necessity as a condition of your coverage. |
| Importance | 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

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| Purpose | 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. |
| Applies to | 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: Brain or Spinal Cord Injuries Cystic Fibrosis Degenerative Muscle Disorders Hemophilia Pregnancy (high risk) Transplants |
| Person Responsible | You, your physician, and the health care facility can work with Wellmark's case managers. Wellmark may initiate a request for case management. |
| Process | 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. |

Importance 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.

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.
- Benefit 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, the pharmacist should call the Pharmacist Helpline number on the back of 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 89.

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 dependent's health care premiums from your compensation and forward this amount to us.

If you are subject to a waiting period that expires more than 90 days after the insurer receives 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 premiums 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 1st** 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 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 natural 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 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 45th 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. 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.

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 180 days of the date of the other carrier's explanation of benefits.

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.
- 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.

Also, 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, you or an individual acting as your authorized representative may request a benefit exception review. You may request

a benefit exception review orally or in writing by submitting your request to the address listed in the *Appeals* section. 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.

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 180 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 84.
- 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.

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 81.

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, by contacting the Iowa Insurance Division, or by visiting the Iowa Insurance Division's website at 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, 4th Floor
Des Moines, IA 50309-3738
Fax: 515-281-3059
E-mail:
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 experimental or investigational 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.

Legal Action

You shall not start legal action against us until you have exhausted the appeal procedure described in this section.

13. 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.

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[®], 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. Any action brought because of a claim under this plan will be litigated in the state or federal courts located in Des Moines, Polk County, Iowa and in no other.

Legal Action

You shall not start any legal action against us unless you have exhausted the applicable appeal process and the external review process described in the *Appeals* section.

You shall not bring any legal or equitable action against us because of a claim under this group health 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.

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 5E151
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 of benefits paid under this plan from your employer, your employer’s workers’ compensation carrier, or you 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.

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.

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.

Out-of-Network Provider. A facility or practitioner that does not participate with either 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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Wellmark provides:

- Free aids and services to people with disabilities so they may communicate effectively with us, such as:
 - Qualified sign language interpreters
 - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Free language services to people whose primary language is not English, such as:
 - Qualified interpreters
 - Information written in other languages

If you need these services, call 800-524-9242.

If you believe that Wellmark has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability or sex, you can file a grievance with: Wellmark Civil Rights Coordinator, 1331 Grand Avenue, Station 5W189, Des Moines, IA 50309-2901, 515-376-4500, TTY 888-781-4262, Fax 515-376-9073, Email CRC@Wellmark.com. You can file a grievance in person, by mail, fax or email. If you need help filing a grievance, the Wellmark Civil Rights Coordinator is available to help you. You can also file a civil rights complaint with the U.S. Department of Health and Human Services Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail, phone or fax at: U.S. Department of Health and Human Services, 200 Independence Avenue S.W., Room 509F, HHH Building, Washington DC 20201, 800-368-1019, 800-537-7697 (TDD).

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

ATENCIÓN: Si habla español, los servicios de asistencia de idiomas se encuentran disponibles gratuitamente para usted. Comuníquese al 800-524-9242 o al (TTY: 888-781-4262).

注意: 如果您说普通话, 我们可免费为您提供语言协助服务。请拨打 800-524-9242 或 (听障专线: 888-781-4262)。

CHÚ Ý: Nếu quý vị nói tiếng Việt, các dịch vụ hỗ trợ ngôn ngữ miễn phí có sẵn cho quý vị. Xin hãy liên hệ 800-524-9242 hoặc (TTY: 888-781-4262).

NAPOMENA: Ako govorite hrvatski, dostupna Vam je besplatna podrška na Vašem jeziku. Kontaktirajte 800-524-9242 ili (tekstualni telefon za osobu oštećena sluha: 888-781-4262).

ACHTUNG: Wenn Sie deutsch sprechen, stehen Ihnen kostenlose sprachliche Assistenzdienste zur Verfügung. Rufnummer: 800-524-9242 oder (TTY: 888-781-4262).

تنبيه: إذا كنت تتحدث اللغة العربية، فإننا نوفر لك خدمات المساعدة اللغوية، المجانية. اتصل بالرقم 800-524-9242 أو (خدمة الهاتف النصي: 888-781-4262).

ສິ່ງຄວນເອົາໃຈໃສ່, ພາສາລາວ ຖ້າທ່ານເວົ້າ: ພວກເຮົາມີບໍລິການຄວາມຊ່ວຍເຫຼືອດ້ານພາສາ ໃຫ້ທ່ານໂດຍບໍ່ເສຍຄ່າ ຫຼື 800-524-9242 ຕິດຕໍ່ທີ. (TTY: 888-781-4262.)

주의: 한국어를 사용하시는 경우, 무료 언어 지원 서비스를 이용하실 수 있습니다. 800-524-9242번 또는 (TTY: 888-781-4262)번으로 연락해 주십시오.

ध्यान रखें: अगर आपकी भाषा हिन्दी है, तो आपके लिए भाषा सहायता सेवाएँ, नि:शुल्क उपलब्ध हैं। 800-524-9242 पर संपर्क करें या (TTY: 888-781-4262)।

ATTENTION: si vous parlez français, des services d'assistance dans votre langue sont à votre disposition gratuitement. Appelez le 800 524 9242 (ou la ligne ATS au 888 781 4262).

Geb Acht: Wann du Deutsch schwetze duscht, kannscht du Hilf in dei eegni Schprooch koschdefrei griege. Ruf 800-524-9242 oder (TTY: 888-781-4262) uff.

โปรดทราบ: หากคุณพูด ไทย เรายมีบริการช่วยเหลือด้านภาษาสำหรับคุณโดยไม่คิดค่าใช้จ่าย ติดต่อ 800-524-9242 หรือ (TTY: 888-781-4262)

PAG-UKULAN NG PANSIN: Kung Tagalog ang wikang ginagamit mo, may makukuha kang mga serbisyong tulong sa wika na walang bayad. Makipag-ugnayan sa 800-524-9242 o (TTY: 888-781-4262).

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ማሰሰቢያ: ከማርኛ የሚናገሩ ከሆነ፣ የቋንቋ አገዛ አገልግሎቶች፣ ከክፍያ ነፃ፣ ያገኛሉ። በ 800-524-9242 ወይም (በTTY: 888-781-4262) ደውሎ ያነጋግሩ።

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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**

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

AllianceSelectSM **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.

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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

| | |
|---|--|
| Plan Name: | The City of Cedar Falls Employee Health Benefit Plan |
| Plan Sponsor: | City of Cedar Falls |
| Employer ID Number: | 42-6004332 |
| Plan Number: | 501 |
| When Plan Year Ends: | June 30 |
| Participants of Plan: | Eligible employees, retirees, and their dependents See <i>Coverage Eligibility and Effective Date</i> later in this summary plan description. |
| Plan Administrator and Agent for Service of Legal Process: | 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. |
| How Plan Costs Are Funded: | The Plan Sponsor and the employees pay the cost of this Plan. |
| Type of Plan: | Group Health Plan |
| Type of Administration: | Self-Funded |
| Benefits Administered by: | 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 PPOSM 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 policy 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 policy 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 |
|--|
| Deductible |
| \$500 per person |
| \$1,000 (maximum) per family* |
| Coinsurance |
| 10% for covered services received from PPO Providers. |
| 20% for covered services received from Participating and Out-of-Network providers. |
| Out-of-Pocket Maximum |
| \$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.

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.

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 43. 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 27.
- 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"> ■ 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; ■ Preventive care and screenings for infants, children, and adolescents provided for in 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.*** | 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. 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.

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 | Applied Behavior Analysis (ABA) services for the treatment of autism spectrum disorder for children age 18 and younger: <ul style="list-style-type: none"> ■ 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. |
| Blood and Blood Administration | ● | | 12 | |
| Chemical Dependency Treatment | ● | | 12 | |
| Chemotherapy and Radiation Therapy | ● | | 13 | |

| Category | Covered | Not Covered | See Page | Benefits Maximums |
|--|---------|-------------|----------|--|
| Clinical Trials – Routine Care Associated with Clinical Trials | ● | | 13 | |
| Contraceptives | ● | | 13 | |
| Cosmetic Services | | ⊙ | 13 | |
| Counseling and Education Services | | ⊙ | 13 | |
| Dental Treatment for Accidental Injury | ● | | 14 | |
| Dialysis | ● | | 14 | |
| 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 | ● | | 15 | \$15,000 per lifetime for infertility transfer procedures. |
| Genetic Testing | ● | | 15 | |
| 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 | ● | | 17 | 15 days per lifetime for inpatient hospice respite care. 15 days per lifetime for outpatient hospice respite care. Please note: Hospice respite care must be used in increments of not more than five days at a time. |
| Hospitals and Facilities | ● | | 17 | |
| Illness or Injury Services | ● | | 18 | |
| Inhalation Therapy | ● | | 18 | |
| Maternity Services | ● | | 18 | |
| Medical and Surgical Supplies and Personal Convenience Items | ● | | 19 | |
| Mental Health Services | ● | | 20 | |
| Morbid Obesity Treatment | ● | | 21 | |
| Motor Vehicles | | ⊙ | 21 | |
| Musculoskeletal Treatment | ● | | 21 | |
| Nonmedical or Administrative Services | | ⊙ | 21 | |
| Nutritional and Dietary Supplements | ● | | 21 | |
| Occupational Therapy | ● | | 21 | |
| Orthotics | | ⊙ | 22 | |

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

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 27. 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 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 if you are an inpatient at a facility.
- 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 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.

Not Covered:

- Professional air or ground ambulance transport from a facility capable of treating your condition.
- Non-emergency air or ground transport including, but not limited to, non-emergency air or ground ambulance transportation when performed primarily for your convenience or the convenience of your family, physician, or other health care provider.

Anesthesia

Covered: Anesthesia and the administration of anesthesia.

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

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.

Blood and Blood Administration

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

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 37.

Chemotherapy and Radiation Therapy

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

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.

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.

Cosmetic Services

Not Covered: Cosmetic services, supplies, or drugs if provided primarily to improve physical appearance. 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.

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.

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.

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.

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.

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 45.

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.

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.

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.

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.

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.

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.

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.

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*.

Inhalation Therapy

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

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 51.

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.

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:

- Gender identity disorders. You are not covered for management, consultation, counseling, or surgical services for gender dysphoria (i.e., gender identity disorders).
- 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.

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.

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.

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.

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.

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.

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*.

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.

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 31.

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).

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 37.

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.

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.

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.
- Protheses.
- Treatment of physical complications of the mastectomy, including lymphedemas.

See Also:

Cosmetic Services earlier in this section.

Self-Help Programs

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

Sleep Apnea Treatment

Covered: Obstructive sleep apnea diagnosis and treatments.

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

Social Adjustment

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

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.

Surgery

Covered. This includes the following:

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

Not Covered: Gender reassignment surgery.

See Also:

Dental Services earlier in this section.

Reconstructive Surgery earlier in this section.

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.

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.

Temporomandibular Joint Disorder (TMD)

Covered.

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

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.

Transplants are subject to case management.

The medically necessary expenses of transporting the recipient when the transplant organ for the recipient is available for transplant.

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 41.

Travel or Lodging Costs

Not Covered.

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.

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.

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.

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 47.

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.

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 had complied with the legal requirements relating to notice of injury, timely filing of claims, and medical treatment authorization; or
- you had not rejected workers' compensation coverage.

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 37.
- 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 37.

- The type of provider you choose can affect your benefits and what you pay. See *Choosing a Provider*, page 31, and *Factors Affecting What You Pay*, page 43. Examples of charges that depend on the type of provider include but are 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 43.

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.

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 17 and *Physicians and Practitioners*, page 22.

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, the pharmacist should call the Pharmacist Helpline number on the back of 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.

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 37. 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 65.

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. 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.

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 45.

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 75. Also see *Authorized Representative*, page 79.

Precertification

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| Purpose | 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. |
| Applies to | 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. |
| Person Responsible for Obtaining Precertification | <p>You or someone acting on your behalf is responsible for obtaining precertification if:</p> <ul style="list-style-type: none"> ■ You receive services subject to precertification from an Out-of-Network Provider; or ■ You receive non-inpatient services subject to precertification from a PPO or Participating provider outside Iowa or South Dakota; <p>Your Provider should obtain precertification for you if:</p> <ul style="list-style-type: none"> ■ You receive services subject to precertification from a PPO Provider in Iowa or South Dakota; or ■ You receive inpatient services subject to precertification from a PPO or Participating provider outside Iowa or South Dakota. <p>Please note: If you are ever in doubt whether precertification has been obtained, call the Customer Service number on your ID card.</p> |

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| Process | <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"> ■ 72 hours in a medically urgent situation; ■ 15 days in a non-medically urgent situation. <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> |
| Importance | <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"> ■ 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. ■ If you receive non-inpatient services from a PPO or Participating provider in another state or service area 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. ■ 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. Please note: It is important that you are aware of precertification requirements to help ensure that they are met. ■ 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 45. You are subject to this benefit reduction only if you receive the services from an Out-of-Network Provider. <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

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| Purpose | Notification of most facility admissions and certain services helps us identify and initiate discharge planning or care coordination. Notification is required. |
| Applies to | 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. |

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| Person Responsible | <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"> ■ You receive services subject to notification from a provider outside Iowa or South Dakota; ■ You receive services subject to notification from a Participating or Out-of-Network provider. |
| Process | <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

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| Purpose | <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> |
| Applies to | <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> |
| Person Responsible for Obtaining Prior Approval | <p>You or someone acting on your behalf is responsible for obtaining prior approval if:</p> <ul style="list-style-type: none"> ■ You receive services subject to prior approval from an Out-of-Network Provider; or ■ You receive non-inpatient services subject to prior approval from a PPO or Participating provider outside Iowa or South Dakota; <p>Your Provider should obtain prior approval for you if:</p> <ul style="list-style-type: none"> ■ You receive services subject to prior approval from a PPO Provider in Iowa or South Dakota; or ■ You receive inpatient services subject to prior approval from a PPO or Participating provider outside Iowa or South Dakota. <p>Please note: If you are ever in doubt whether prior approval has been obtained, call the Customer Service number on your ID card.</p> |

Process

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.

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:

- 72 hours in a medically urgent situation.
- 15 days in a non-medically urgent situation.

Prior approval requests must include supporting clinical information to determine medical necessity of the services or supplies.

Importance

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.

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.

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, the benefit for that service will be provided according to the terms of your medical benefits.

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.

Note: 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 *Precertification* and *Notification* earlier in this section.

Concurrent Review

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| Purpose | 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. |
| Applies to | 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. |
| Person Responsible | Wellmark |
| Process | Wellmark may review your case to determine whether your current level of care is medically necessary. Responses to Wellmark's concurrent review requests must include supporting clinical information to determine medical necessity as a condition of your coverage. |
| Importance | 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

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| Purpose | 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. |
| Applies to | 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: Brain or Spinal Cord Injuries Cystic Fibrosis Degenerative Muscle Disorders Hemophilia Pregnancy (high risk) Transplants |
| Person Responsible | You, your physician, and the health care facility can work with Wellmark's case managers. Wellmark may initiate a request for case management. |
| Process | 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. |

Importance 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.

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.
- Benefit 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 27.

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 27.

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 27.

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 32.

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, the pharmacist should call the Pharmacist Helpline number on the back of 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 32.
- 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 27.

- *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 51.

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 87.

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 51.

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 dependent's health care premiums from your compensation and forward this amount to us.

If you are subject to a waiting period that expires more than 90 days after the insurer receives 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 premiums 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 1st** 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 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 natural child by court order. See *Qualified Medical Child Support Order*, page 49.
- 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 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 45th 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. 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.

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 180 days of the date of the other carrier's explanation of benefits.

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 69.

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.
- 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.

Also, 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, you or an individual acting as your authorized representative may request a benefit exception review. You may request

a benefit exception review orally or in writing by submitting your request to the address listed in the *Appeals* section. 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.

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 180 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 82.
- 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.

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 79.

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 37.
- 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, by contacting the Iowa Insurance Division, or by visiting the Iowa Insurance Division's website at 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, 4th Floor
Des Moines, IA 50309-3738
Fax: 515-281-3059
E-mail:
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 experimental or investigational 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.

Legal Action

You shall not start legal action against us until you have exhausted the appeal procedure described in this section.

13. 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.

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 51.

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®, 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. Any action brought because of a claim under this plan will be litigated in the state or federal courts located in Des Moines, Polk County, Iowa and in no other.

Legal Action

You shall not start any legal action against us unless you have exhausted the applicable appeal process and the external review process described in the *Appeals* section.

You shall not bring any legal or equitable action against us because of a claim under this group health 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.

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 5E151
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 of benefits paid under this plan from your employer, your employer’s workers’ compensation carrier, or you 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.

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.

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.

Out-of-Network Provider. A facility or practitioner that does not participate with either 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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Wellmark provides:

- Free aids and services to people with disabilities so they may communicate effectively with us, such as:
 - Qualified sign language interpreters
 - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Free language services to people whose primary language is not English, such as:
 - Qualified interpreters
 - Information written in other languages

If you need these services, call 800-524-9242.

If you believe that Wellmark has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability or sex, you can file a grievance with: Wellmark Civil Rights Coordinator, 1331 Grand Avenue, Station 5W189, Des Moines, IA 50309-2901, 515-376-4500, TTY 888-781-4262, Fax 515-376-9073, Email CRC@Wellmark.com. You can file a grievance in person, by mail, fax or email. If you need help filing a grievance, the Wellmark Civil Rights Coordinator is available to help you. You can also file a civil rights complaint with the U.S. Department of Health and Human Services Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail, phone or fax at: U.S. Department of Health and Human Services, 200 Independence Avenue S.W., Room 509F, HHH Building, Washington DC 20201, 800-368-1019, 800-537-7697 (TDD).

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

ATENCIÓN: Si habla español, los servicios de asistencia de idiomas se encuentran disponibles gratuitamente para usted. Comuníquese al 800-524-9242 o al (TTY: 888-781-4262).

注意: 如果您说普通话, 我们可免费为您提供语言协助服务。请拨打 800-524-9242 或 (听障专线: 888-781-4262)。

CHÚ Ý: Nếu quý vị nói tiếng Việt, các dịch vụ hỗ trợ ngôn ngữ miễn phí có sẵn cho quý vị. Xin hãy liên hệ 800-524-9242 hoặc (TTY: 888-781-4262).

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ACHTUNG: Wenn Sie deutsch sprechen, stehen Ihnen kostenlose sprachliche Assistenzdienste zur Verfügung. Rufnummer: 800-524-9242 oder (TTY: 888-781-4262).

تنبيه: إذا كنت تتحدث اللغة العربية، فإننا نوفر لك خدمات المساعدة اللغوية، المجانية. اتصل بالرقم 800-524-9242 أو (خدمة الهاتف النصي: 888-781-4262).

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Geb Acht: Wann du Deutsch schwetze duscht, kannscht du Hilf in dei eegni Schprooch koschdefrei griege. Ruf 800-524-9242 oder (TTY: 888-781-4262) uff.

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सावधान: यदि तपाईं नेपाली बोल्नुहुन्छ भने, तपाईंका लागि नि:शुल्क रूपमा भाषा सहायता सेवाहरू उपलब्ध गराइन्छ। 800-524-9242 वा (TTY: 888-781-4262) मा सम्पर्क गर्नुहोस्।

ማሰብያ: ከማርኛ የሚናገሩ ከሆነ: የቋንቋ አገዛ አገልግሎቶች: ከክፍያ ነፃ: ያገኛሉ:: በ 800-524-9242 ወይም (በTTY: 888-781-4262) ደውሎ ያነጋግሩ::

HEETINA To a wolwa Fulfulde laabi walliinde dow wolde, naa e njobdi, ene ngoodi ngam maada. Hebir 800-524-9242 malla (TTY: 888-781-4262).

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ITEM 17.



DEPARTMENT OF FINANCE & BUSINESS
OPERATIONS

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

ITEM 18.

MEMORANDUM
Financial Services Division

TO: Mayor Brown and City Council Members

FROM: Paul Kockler, Accountant

DATE: December 11, 2019

SUBJECT: Blue Dental Summary Plan Description (SPD)

Attached is the updated dental plan Summary Plan Descriptions (SPD) from Wellmark Blue Dental for FY2020 in compliance with current requirements for 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



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

C O V E R A G E M A N U A L

Blue DentalSM
City of Cedar Falls

Form Number: Wellmark IA Grp

Group Effective Date: 7/1/2019
Print Date: 11/6/2019
Coverage Code: 7TW
Version: 01/19

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About This Coverage Manual

Contract

This coverage manual describes your rights and responsibilities under your group dental plan. You and your covered dependents have the right to request a copy of this coverage manual, 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 coverage manual at any time. Any amendment or modification will be in writing and will be as binding as this coverage manual. If your contract is terminated, you may not receive benefits.

You should familiarize yourself with the entire manual 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 manual. (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 manual. 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 dental plan (the *Pretreatment Notification* 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 dental 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 coverage manual, 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.

Questions

If you have questions about your group dental 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 dental 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 coverage manual, especially the *Factors Affecting What You Pay* and *Choosing a Provider* sections.

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.

| Category | Deductible | Coinsurance | Benefit Year Maximum | Lifetime Maximum |
|---|--------------------------------------|-------------|----------------------|------------------|
| All Services | \$50 per person \$100 per family* | | \$1,000 | |
| Oral Evaluations | waived | 0% | | |
| Preventive Evaluations (check-ups) Problem-Focused Evaluations Dental Cleaning Fluoride Applications X-rays Periodontal Maintenance Therapy Sealant Applications Space Maintainers | | | | |
| Cavity Repair | | 20% | | |
| Contour of Bone Emergency Treatment General Anesthesia Limited Occlusal Adjustment Routine Oral Surgery | | | | |
| Root Canals and Other Endodontic Services | | 50% | | |
| Apicoectomy Direct Pulp Cap Pulpotomy Retrograde Fillings Root Canal Therapy | | | | |
| Treatment of Gum and Bone Diseases | | 50% | | |
| Conservative Procedures Complex Procedures | | | | |
| High Cost Restorations | | 50% | | |
| Crowns Inlays Onlays Posts and Cores | | | | |

| Category | Deductible | Coinsurance | Benefit Year Maximum | Lifetime Maximum |
|---|------------|-------------|----------------------|------------------|
| Dentures and Bridges (Prosthetics) Bridges Dentures Dental Implants | | 50% | | |
| Orthodontics | | 50% | waived | \$1,000 |

*Family amounts are reached from amounts accumulated on behalf of any combination of covered family members.

Payment Details

Deductible

Deductible is the fixed dollar amount you pay for covered services in a benefit year before Blue Dental benefits become available.

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

Once you meet the deductible, then coinsurance applies.

Coinsurance

Coinsurance is the amount, calculated using a fixed percentage, you pay each time you receive covered services. Coinsurance amounts apply after you meet the deductible for the benefit year.

Benefit Year Maximum

This is the maximum payment amount each member is eligible to receive for certain covered services in a benefit year. The benefit year maximum is reached from claims settled under this benefits plan during a benefit year.

Lifetime Maximum

In a member's lifetime, total benefits are limited by a dollar amount for benefit category *Orthodontics*.

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 coverage manual. Many of these terms and conditions are contained in *Details – Covered and Not Covered*, page 9. To fully understand which services are covered and which are not, you must become familiar with this entire coverage manual. 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 dental plan and any prior group dental plans sponsored by your employer or group sponsor and administered by Wellmark Blue Cross and Blue Shield of Iowa.

| Category | Covered | Not Covered | See Page | Benefits Maximums |
|---|---------|-------------|----------|----------------------------------|
| Alveoplasty (Contour of Bone) | ● | | 9 | |
| Anesthesia | | | 9 | |
| General and Intravenous Sedation | ● | | 9 | |
| Local when billed separately from the related procedure | | ⊗ | 9 | |
| Apicoectomy/Periradicular Surgery | ● | | 9 | |
| Braces (Orthodontics) | | | 9 | |
| Adults | | ⊗ | 9 | |
| Children | ● | | 9 | |
| Repair or Replacement of Orthodontic Appliances | | ⊗ | 9 | |
| Bridges | ● | | 9 | Once every five years per tooth. |

| Category | Covered | Not Covered | See Page | Benefits Maximums |
|---|---------|-------------|----------|--|
| Cavity Repair | ● | | 9 | |
| Cleaning (Prophylaxis) | ● | | 10 | Twice per benefit year. An additional prophylaxis (cleaning) is available for members who are pregnant and for members with diabetes. |
| Congenital Deformity | | ⊙ | 10 | |
| Cosmetic Dental Procedures | | ⊙ | 10 | |
| Crowns | ● | | 10 | Once every five years per tooth. |
| Dentures | ● | | 10 | Once every five years per tooth. |
| Drugs | | ⊙ | 10 | |
| Emergency Treatment (Palliative) | ● | | 11 | |
| Fluoride Applications (Topical) | ● | | 11 | For eligible children under age 19 once every 12 months. |
| Implants | ● | | 11 | Once in a lifetime per missing tooth. |
| Infection Control, if an additional fee | | ⊙ | 12 | |
| Inlays | ● | | 12 | Once every five years per tooth. |
| Localized Delivery of Antimicrobial Agents | | ⊙ | 12 | |
| Lost or Stolen Appliances | | ⊙ | 12 | |
| Medical Services or Supplies | | ⊙ | 12 | |
| Nondental Services | | ⊙ | 12 | |
| Occlusal Adjustment | | | 12 | |
| Limited | ● | | 12 | |
| Complete | | ⊙ | 12 | |
| Onlays | ● | | 12 | Once every five years per tooth. |
| Oral Evaluations (Preventive Check-Ups and Problem-Focused Evaluations) | ● | | 13 | Twice per benefit year. |
| Oral Surgery – Routine | ● | | 13 | |
| Periodontal Appliances | | ⊙ | 13 | |

| Category | Covered | Not Covered | See Page | Benefits Maximums |
|---|---------|-------------|----------|---|
| Periodontal Procedures | | | 13 | |
| Conservative (Root Planing and Scaling) | ● | | 13 | Conservative periodontal procedures once every 24 months for each quadrant. |
| Complex | ● | | 13 | Complex periodontal procedures once every three years for each quadrant. |
| Periodontal Maintenance Therapy | ● | | 13 | Periodontal maintenance benefits are available up to four times per benefit year. An additional periodontal maintenance treatment is available for members who are pregnant and for members with diabetes. |
| Posts and Cores | ● | | 13 | Once every five years per tooth. |
| Pulp Caps | | | 13 | |
| Direct | ● | | 13 | Once per lifetime per tooth. |
| Indirect | | ⊙ | 13 | |
| Pulpotomy | ● | | 14 | |
| Retrograde Fillings | ● | | 14 | |
| Root Canals | ● | | 14 | |
| Sealant Applications | ● | | 14 | For eligible children under age 15. Once in a lifetime per permanent first and second molars. |
| Space Maintainers | ● | | 14 | For eligible children under age 15. Once in a lifetime. |
| Veneers | | ⊙ | 14 | |
| X-rays | | | 14 | |
| Bitewing | ● | | 14 | Once every 12 months. |
| Full-Mouth | ● | | 14 | Once every five years. |
| Occlusal and Extraoral | ● | | 14 | |
| Periapical | ● | | 14 | |

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 coverage manual. Also see the section *General Conditions of Coverage, Exclusions, and Limitations*, page 15. If a service or supply is not specifically listed, do not assume it is covered.

Alveoloplasty (Contour of Bone)

Covered: Reshaping and recontouring bone usually in preparation for tooth replacement appliances or performed in conjunction with the removal of a tooth or teeth.

Anesthesia

Covered: General anesthesia or intravenous sedation administered in connection with covered oral surgery when billed by the operating dentist.

Not Covered: Local anesthesia when billed separately from a related procedure.

Apicoectomy/Periradicular Surgery

Covered: Surgery to repair a damaged root as part of root canal therapy or correction of a previous root canal.

Braces (Orthodontics)

Covered: Services for proper alignment of teeth, including the following related surgical services:

- Exposure of impacted or unerupted teeth.
- Repositioning of teeth.

Please note: Benefit payments are made in equal amounts:

- when treatment begins, and
- at six-month intervals until treatment is completed or until lifetime maximum benefits are exhausted.

You must have continuous eligibility under this dental benefits plan in order to receive ongoing orthodontic benefit payments.

Before treatment begins, your dentist should submit a pretreatment estimate. An Estimate of Benefits form will be sent to you and your dentist indicating Wellmark's maximum allowable fee, including any deductible and coinsurance amounts you may owe. The pretreatment estimate serves as a claim form when treatment begins.

Benefits Maximum:

- Covered only for eligible children who are at least age eight and under age 19.

Not Covered:

- Repair or replacement of orthodontic appliances (including related services or supplies).
- Adult orthodontics.

Bridges

Covered: Replacement of missing permanent teeth with a dental prosthesis that is cemented in place and can only be removed by a dentist. Bridge repairs are also included.

Benefits Maximum:

- Bridges are a benefit once every five years per tooth.
- Bridges that are supported by dental implants are limited to the amount paid for a bridge supported by natural teeth.

See Also:

Pretreatment Notification, page 19.

Cavity Repair

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

Pre-formed resin crowns performed on a posterior tooth will be alternated to a stainless steel crown.

Tooth colored (composite) fillings performed on a posterior tooth will be alternated to an amalgam (silver) filling.

Not Covered:

- The cost difference between a tooth-colored (composite) filling and a silver (amalgam) filling if the restoration is for a back (posterior) tooth.
- The cost difference between a resin crown and a stainless steel crown if the restoration is for a back (posterior) tooth.

Cleaning (Prophylaxis)

Covered: Removal of plaque, tartar (calculus), and stain from teeth.

Benefits Maximum:

- Twice per benefit year.
- An additional prophylaxis (cleaning) is available for members who are pregnant and for members with diabetes.

See Also:

Enhanced Benefits for Members Who Are Pregnant or Who Have Diabetes later in this section.

Congenital Deformity

Not Covered: Services or supplies for the correction of congenital deformities such as cleft palate.

Cosmetic Dental Procedures

Not Covered: Services or supplies that have the primary purpose of improving the appearance of your teeth, rather than restoring or improving dental form or function.

Crowns

Covered: Restoring tooth structure lost due to decay or fracture by covering and replacing the visible part of the tooth with a precious metal, porcelain-fused-to-metal, or

porcelain crown when the tooth cannot be restored with a silver (amalgam) or tooth-colored (composite) filling.

Benefits Maximum:

- Crowns are a benefit once every five years per tooth beginning from the date the indirect fabrication is cemented in place.
- If a filling was performed on the same tooth within the previous 12 months, the benefit for the crown will be reduced by the amount of the benefit paid for the filling.

Not Covered: Crowns that are not meant to restore form and function of a tooth, including crowns placed for the primary purpose of cosmetics, altering vertical dimension, restoring your bite (occlusion), or restoring a tooth due to attrition and abrasion.

See Also:

Pretreatment Notification, page 19.

Dentures

Covered: Replacing missing permanent teeth with a dental prosthesis that is removable. Denture repair and relining are also included. Dentures that are supported by surgically placed dental implants are limited to the amount paid for a conventional prosthesis supported by natural teeth.

Benefits Maximum:

- Dentures are a benefit once every five years per tooth.
- Relining is available only if performed six months or more after the initial placement of the denture and once every two years thereafter.

See Also:

Pretreatment Notification, page 19.

Drugs

Not Covered: Prescription or non-prescription drugs or medicines.

Emergency Treatment (Palliative)

Covered: Treatment to relieve pain or infection of dental origin.

Enhanced Benefits for Members Who Are Pregnant or Who Have Diabetes

Covered: Enhanced dental benefits are available for members who are pregnant or diagnosed with Type 1 or Type 2 diabetes. Members diagnosed with gestational diabetes are eligible for benefits due to either pregnancy or diabetes, but not both.

A member who is pregnant or diagnosed with gestational diabetes is eligible for one additional benefit each calendar year for a maximum of two benefit years. A member diagnosed with Type 1 or Type 2 diabetes is eligible for one additional benefit every calendar year until coverage under this dental plan ends. Enhanced benefits include one of the following procedures:

- Prophylaxis (dental cleaning) – adult.
- Periodontal maintenance. Covered only when following active periodontal therapy.

To obtain the enhanced benefit, you must complete the Extra Dental Cleaning Enrollment Form found at *Wellmark.com*, or by calling the Customer Service number listed on the back of your ID card. Submit the form by mail or fax to:

Wellmark Blue Cross and Blue Shield
P.O. Box 9354
Des Moines, IA 50306-9354
Fax: **515-558-7762**

The enhanced benefit will be available the date we receive the enhanced benefit enrollment form.

Please note: Enhanced benefits count toward the Benefit Year Maximum.

Fluoride Applications (Topical)

Covered.

Benefits Maximum:

- For eligible children under age 19 once every 12 months.

Implants

Covered: Replacing a missing permanent tooth with a surgically-implanted dental prosthesis that is not removable by the patient. A restoration is then placed on the implant.

To be covered, implants must:

- Be an alternative to a fixed partial denture.
- Replace one or two missing teeth per arch (excluding a third molar).
- Reside between two natural teeth (excluding a third molar) for which a laboratory-processed restoration is not planned.

Please note: In addition to the preceding requirements, the bone structure supporting the implant must be of adequate density and sufficient height (minimum 10 mm) to support the implant.

Repairs for dental implants and restorations to dental implants are also covered.

Benefits Maximum:

- Implants are a benefit once in a lifetime per missing tooth.
- If three or more teeth are missing in an arch without laboratory-processed restorations, benefits are limited to the amount payable for a removable partial denture.

Not Covered: Services or supplies related to a non-covered implant procedure.

See Also:

Pretreatment Notification, page 19.

Infection Control

Not Covered: Separate charges for “infection control,” which includes the costs for services and supplies associated with sterilization procedures. Participating dentists incorporate these costs into their normal fees and will not charge an additional fee for “infection control.”

Inlays

Covered: Restoring tooth structure lost due to decay or fracture with a cast metallic or porcelain filling when the tooth cannot be restored with a silver (amalgam) or tooth-colored (composite) filling.

Benefits Maximum:

- Available once every five years per tooth beginning from the date the indirect fabrication is cemented in place.
- Benefits are limited to the amount paid for a silver (amalgam) filling. You are responsible for any difference in cost between a porcelain filling and a metallic filling.
- If a filling was performed on the same tooth within the previous 12 months, the benefit for the inlay will be reduced by the amount of the benefit paid for the filling.

See Also:

Pretreatment Notification, page 19.

Localized Delivery of Antimicrobial Agents

Not Covered.

Lost or Stolen Appliances

Not Covered: Including related services or supplies.

Medical Services or Supplies

Not Covered: Services or supplies that are medical in nature including, but not limited to, dental services performed in a hospital and treatment of fractures or dislocations, cysts, malignancies, temporomandibular joint disorder, or accidental injuries.

Nondental Services

Not Covered: Including, but not limited to, charges related to: telephone consultations, failure to keep scheduled appointments, completion of a form, or dental information. You are also not covered for services delivered to you by a practitioner via real-time, interactive audio only, audio-visual technology, or web-based mobile device or similar electronic-based communication network.

Occlusal Adjustment

Covered:

Limited Occlusal Adjustment including, but not limited to, reshaping the biting surfaces of one or more teeth.

Not Covered:

Complete Occlusal Adjustment which is a more complex procedure that requires several appointments and is intended to revise or alter the functional relationship between upper and lower teeth.

Onlays

Covered: Restoring tooth structure lost due to decay or fracture by replacing one or more missing or damaged biting cusps of a tooth with an indirect fabrication when the tooth cannot be restored with a silver (amalgam) or tooth-colored (composite) filling.

Benefits Maximum:

- Onlays are a benefit once every five years per tooth beginning from the date the indirect fabrication is cemented in place.
- If a filling was performed on the same tooth within the previous 12 months, the benefit for the onlay will be reduced by the amount of the benefit paid for the filling.

See Also:

Pretreatment Notification, page 19.

Oral Evaluations

Covered: Preventive check-ups and problem-focused evaluations (i.e., dental examinations related to a particular injury or disease).

Benefits Maximum:

- Twice per benefit year.

Oral Surgery (Routine)

Covered: Including, but not limited to, pre- and post-operative care and local anesthetic for routine oral surgical services such as:

- Biopsy of hard and soft tissue.
- Removal of teeth, including impacted teeth.

Periodontal Appliances

Not Covered: Including, but not limited to, bite guards to reduce bite (occlusal) trauma due to tooth grinding or jaw clenching.

Periodontal Procedures

Covered:

Conservative (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 that support it.

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

Periodontal Maintenance Therapy. Including, but not limited to, a periodic oral examination, pocket depth measurement, dental cleaning (oral prophylaxis), removal of stain, and scaling and polishing.

Benefits Maximum:

- Conservative periodontal procedures are a benefit only once every 24 months for each quadrant.

- Complex periodontal procedures are a benefit only once every three years for each quadrant of the mouth.
- Periodontal maintenance benefits are available up to four times per benefit year. Each regular dental cleaning (prophylaxis) reduces the number of periodontal maintenance treatments that are covered.
- An additional periodontal maintenance treatment is available for members who are pregnant and for members with diabetes.

See Also:

Enhanced Benefits for Members Who Are Pregnant or Who Have Diabetes earlier in this section.

Pretreatment Notification, page 19.

Posts and Cores

Covered: Preparing a tooth for an indirect fabrication after a root canal when performed to restore tooth structure lost due to decay or fracture.

Benefits Maximum:

- Posts and cores are a benefit once every five years per tooth beginning from the date the indirect fabrication is cemented in place.

See Also:

Pretreatment Notification, page 19.

Pulp Caps

Covered:

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

Benefits Maximum:

- Direct pulp caps are a benefit only once in a lifetime per tooth.

Not Covered:

Indirect. Treatment of pulp that is not exposed.

Pulpotomy

Covered: 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.

Not Covered: When performed on a permanent tooth. In this case, pulpotomy is the first stage of root canal therapy and not covered as a separate procedure.

Retrograde Fillings

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

Root Canals

Covered: 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.

Sealant Applications

Covered: Including, but not limited to, filling decay-prone areas of the chewing surface of molars.

Benefits Maximum:

- For eligible children under age 15.
- Once in a lifetime per permanent first and second molars.

Not Covered: Sealants for primary teeth, wisdom teeth, or teeth that have already been treated with a restoration.

Space Maintainers

Covered: For missing back teeth.

Benefits Maximum: An eligible benefit only:

- Once in a lifetime.
- For eligible children under age 15.

Veneers

Not Covered: A layer of tooth-colored material typically made of composite, porcelain, ceramic or acrylic resin that is

attached to the tooth surface by direct fusion, cementation, or mechanical retention. Veneers may also refer to a restoration that is sealed to the facial surface of a tooth.

X-rays

Covered:

Bitewing X-rays. X-rays that show the visible part of the teeth of both the upper and lower jaws and are used to detect cavities and periodontal disease.

Full-Mouth X-rays. X-rays that are a series of periapical and bitewing x-rays showing the teeth and underlying structures of the entire mouth.

Occlusal and Extraoral X-rays.

Occlusal x-rays show the underlying structures of the teeth and are used to detect cysts and pathologies. These x-rays are taken from inside the mouth. Extraoral show the jaw and are used for orthodontic analysis or to detect fractures, jaw disorders, or other abnormalities. These x-rays are taken from outside the mouth.

Periapical X-rays. X-rays that show the tooth and underlying structures for one or more teeth.

Benefits Maximum:

- Bitewing x-rays once every 12 months.
- Full mouth x-rays once every five years.

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

Dentally Necessary and Appropriate

A key general condition in order for you to receive benefits for any dental service is that it must be dentally necessary and dentally appropriate. Even a service listed as otherwise covered in *Details - Covered and Not Covered* may be excluded if it is not dentally necessary and appropriate in the circumstances. Unless otherwise required by law, Wellmark determines whether a service is dentally necessary and appropriate, and that decision is final and conclusive. Even though a dentist may recommend a dental procedure or supply, it may not be dentally necessary and appropriate.

Dentally necessary means the service meets both of the following standards:

- The diagnosis is proper.
- The service is dentally appropriate for the symptoms, diagnosis, and direct treatment necessary to preserve or restore the form and function of the tooth or teeth and the health of the gums, bone, and other tissues supporting the teeth.

Dentally appropriate means the service meets all of the following standards:

- The treatment is consistent with and meets professionally recognized standards of dental care and complies with criteria adopted by Wellmark in terms of type, frequency, setting, timing, duration, and is considered effective for your symptoms and diagnosis.

- The treatment is not provided primarily for your convenience or the convenience of your dentist.

An alternative dental procedure or supply may meet the criteria of being dentally appropriate. We reserve the right to approve the least costly alternative. If you receive alternative services other than the least costly, you are responsible for paying the difference.

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 23.

General Exclusions

Even if a service, supply, or device 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.

Nondental Services

You are not covered for services including, but not limited to: telephone consultations, charges for failure to keep scheduled appointments, charges for completion of any form, or charges for dental information. You are also not covered for services delivered to you by a practitioner via real-time, interactive audio only, audio-visual technology, or web-based mobile device or similar electronic-based communication network.

Covered by Other Programs or Laws

You are not covered for a service, supply, or device 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 dental plan, you would not be charged.

- You require services or supplies for an illness or injury sustained while on active military status.

Benefit Limitations

Benefit limitations refer to amounts for which you are responsible under this group dental plan. In addition to the exclusions and conditions described earlier, the following are examples of benefit limitations under this group dental plan:

- A service or supply that is not covered under this group dental 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 9.
- The type of provider you choose can affect your benefits and what you pay. See *Choosing a Provider*, page 17, and *Factors Affecting What You Pay*, page 21. Examples of charges that depend on the type of provider include but are not limited to:
 - Any difference between the provider's amount charged and our amount paid is your responsibility if you receive services from a nonparticipating dentist.

5. Choosing a Provider

Choosing a Dentist

Your dental benefits are called Blue Dental. Dentists who participate with the network utilized by these dental benefits and dentists outside the Blue Dental service area who participate with entities with whom Wellmark is affiliated are called participating dentists.

Dentists who do not participate with entities with whom Wellmark is affiliated are called nonparticipating dentists.

To determine if a dentist participates with your dental benefits, ask your dentist, refer to our online *Blue Dental Provider Directory* at *Wellmark.com* or call the Customer Service number on your ID card.

Blue Dental allows you to receive covered services from almost any dentist you choose. However, you will usually pay less for services received from participating dentists. We recommend you:

- Go to a participating dentist whenever possible.
- Always present your ID card when receiving services.

Advantages of Visiting Participating Dentists

- You will usually pay less for services. A nonparticipating dentist's charge for a service may be more than the amount we will cover. You are responsible for this difference.
- Claims are filed for you. If you visit a nonparticipating dentist, you are responsible for filing the claim.
- Participating dentists handle pretreatment notification for you.

6. Pretreatment Notification

Pretreatment Notification of Dental Services

| | |
|---------------------------|---|
| Purpose | Pretreatment notification helps us determine whether certain planned dental procedures are covered benefits. A pretreatment plan describes your dentist's recommended procedure and its estimated cost. Pretreatment notification is recommended. |
| Applies to | Bridges and Dentures Gum and Bone Diseases High Cost Restorations |
| Person Responsible | Participating dentists submit a treatment plan for you. You need to submit a treatment plan for yourself only if your dentist is nonparticipating. |
| Process | <p>Wellmark will review the treatment plan; however, the lack of a pretreatment estimate will not affect your benefits. If a service is dentally necessary and appropriate and is a benefit of your Blue Dental benefits, it will be covered according to the terms and limitations described in this coverage manual.</p> <p>A complete pretreatment estimate includes the plan of treatment, x-rays, diagnostic charts, and other documentation when applicable. Send the pretreatment plan with x-rays and supporting information to:</p> <p style="padding-left: 40px;">Wellmark Blue Cross and Blue Shield of Iowa P.O. Box 9354 Des Moines, IA 50306-9354</p> <p>Once we receive the treatment plan, we will inform you and your dentist within 15 working days whether the services are covered. We will either accept the pretreatment plan as submitted or deny it because procedures are not a benefit.</p> |

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 dental 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.

The benefit year is important for calculating:

- Deductible.
- Benefit maximum.

Participating vs. Nonparticipating Dentists

Wellmark sends claim payments directly to participating dentists. Wellmark does not send payments directly to nonparticipating dentists. If you receive services from a nonparticipating dentist, Wellmark will send payment to you, and you are responsible for ensuring that the dentist is paid in full. We do not have contracts with nonparticipating dentists, and they do not agree to accept our payment arrangements. If you visit a nonparticipating dentist, you will be responsible for any difference between the nonparticipating dentist's amount charged and the maximum allowable fee.

Amount Charged and Maximum Allowable Fee

Amount Charged

The amount charged is the amount a dentist charges for a service or supply, regardless of whether it is covered under your dental benefits.

Maximum Allowable Fee

The maximum allowable fee is the amount we establish, using various methodologies, for covered services and supplies. Our amount paid may be based on the lesser of the amount charged for a covered service or supply or the maximum allowable fee.

Information regarding the calculation and determination of the maximum allowable fee is available to you. Upon receiving your request for such information, Wellmark Blue Cross and Blue Shield of Iowa or your employer or group sponsor will provide the following:

- The frequency of the determination of the maximum allowable fee.
- A general description of the methodology used to determine the maximum allowable fee, including geographic locations.
- The percentile that determines the maximum benefit that we will pay for any dental procedure, if the maximum allowable fee is determined by taking a sample of fees submitted on actual claims from licensed dentists and then determining the benefit by selecting a percentile of those fees.

The maximum allowable fee may be less than the amount charged for the service or supply. You are responsible for this difference if you receive covered services from a nonparticipating dentist.

Payment Arrangements

Wellmark has contracting relationships with participating dentists. To make services available on a similar basis outside Iowa, we have arrangements with entities affiliated with Wellmark who have their own dental networks. These contracts with dentists include payment arrangements that are made possible by our broad base of customers. We use different methods to determine payment arrangements. These payment arrangements usually result in savings.

In addition, these payment arrangements can affect how your coinsurance is calculated.

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 27.

Eligibility Requirements

The following are eligibility requirements for participating in this plan.

Full-time Employees. An employee is eligible for dental 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 an employee and spouse or family plan. For definition of spouse, see *Glossary*, page 43.

Children. A child is eligible for coverage under an employee and child or 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.

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 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 27.

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 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 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 dependent's health care premiums from your compensation and forward this amount to us.

If you are subject to a waiting period that expires more than 90 days after the insurer receives 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 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 plan terminates; or
- The employer eliminates dependent 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 premiums 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.

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 1st** effective date.

Enrollment in the dental 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 dental 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 dental 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 qualifying

dental coverage or his or her employer or group sponsor ceases contribution to qualifying dental coverage.

- Spouse (if eligible for coverage) 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 natural child by court order. See *Qualified Medical Child Support Order*, page 25.
- 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: 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.

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 dental 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.

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 dental plan.
- We decide to terminate or discontinue offering this plan by giving written notice to your employer or group sponsor.

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.

Fraud or Intentional Misrepresentation of Material Facts

Your coverage will terminate immediately if:

- You use this group 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 plan.

If your coverage is terminated for fraud or intentional misrepresentation of a material fact, then:

- We may declare this group 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, minus any premiums paid.
- 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 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 dental plan.

COBRA Continuation

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) applies to most non-governmental employers with 20 or more employees. Generally, COBRA entitles you and eligible dependents to continue coverage if it is lost due to a qualifying event, such as employment termination, divorce, or loss of dependent status. You and your eligible dependents will be required to pay for continuation coverage. Other federal or state laws similar to COBRA may apply if COBRA does not. Your employer or group sponsor is required to provide you with additional information on continuation coverage if a qualifying event occurs.

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 dentists file claims for you.

Wellmark must receive claims within 180 days following the date of service of the claim or if you have other coverage that has primary responsibility for payment then within 180 days of the date of the other carrier's explanation of benefits.

For services received under your Blue Dental benefits, we send claim payments after a procedure is completed. Do not file a claim until after your treatment plan is completely finished.

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.

Dental Claim Form. Follow these steps to complete a dental 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.
 - Description of each dental service (eg., tooth number, letter, range, surface, and ADA procedure codes).

3. Sign the Claim Form

In addition to your signature, your dentist's signature is also required for dental claims.

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 Blue Cross and Blue Shield of
Iowa
P.O. Box 9354
Des Moines, IA 50306-9354

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 33.

11. Coordination of Benefits

Coordination of benefits applies when you have more than one plan, insurance policy, or group 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 dentist will forward your coverage information to us. If you see a nonparticipating dentist, 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 dental plan, you or your provider should submit a claim to us and attach the other carrier's explanation of benefit payment within 180 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 plan or coverage pays first (as the primary plan) when other coverage provides the same or similar benefits as this group dental 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.
- Benefits for dental services under your medical benefits plan are payable before benefits under your Blue Dental benefits plan.

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.

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.

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.

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 39.

You must make your request for a review in writing.

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 dentist to assist you.

Where to Send Internal Appeal

Wellmark Blue Cross and Blue Shield of Iowa
Customer Service
P.O. Box 9354
Des Moines, IA 50306-9354

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.

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.

Appeals will be decided within 60 days and you will be notified in writing of our decision.

Legal Action

You shall not start legal action against us until you have exhausted the appeal procedure described in this section.

13. 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 coverage manual 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 Coverage Manual

We will interpret the provisions of this coverage manual 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 coverage manual. If any benefit described in this coverage manual 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.

There are certain rules you must follow in order for us to properly administer your benefits. Different rules appear in different sections of your coverage manual. You should become familiar with the entire document.

Authority to Terminate, Amend, or Modify

Your employer or group sponsor has the authority to terminate, amend, or modify the coverage described in this coverage manual at any time. Any amendment or

modification will be in writing and will be as binding as this coverage manual. 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 coverage manual. This coverage manual 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 as shown by payment of the premium.
- Our receipt of proper notification that an event has changed your spouse or dependent's eligibility for coverage. See *Coverage Changes and Termination*, page 27.

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.

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 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 plan.

Privacy of Information

We are committed to protecting the privacy of your health information. We will request, use, or disclose your health information only as permitted or required by law.

Wellmark has issued a *Privacy Practices Notice*. This notice is available upon request or at *Wellmark.com*.

We 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 premiums, to issue explanations of benefits to the person enrolled in the group 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, rating our risk and determining premiums for your group 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

We will 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®, 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.

Nonassignment

Except as required by law, benefits for covered services under this group dental 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 dental plan. Any attempt to assign this group dental 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 plan 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 plan will be litigated in the state or federal courts located in Des Moines, Polk County, Iowa and in no other.

Legal Action

You shall not start any legal action against us unless you have exhausted the applicable appeal process described in the *Appeals* section.

You shall not bring any legal or equitable action against us because of a claim under this group 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.

Medicaid Enrollment and Payments to Medicaid

Assignment of Rights

This group 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 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 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.

Payment in Error

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

Premium

Your employer or group sponsor must pay us in advance of the due date assigned for your coverage. 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.

If you misrepresent any information to Wellmark relating to this coverage, Wellmark may, in addition to exercising any other available remedies, retroactively adjust the monthly premiums for this coverage as if the information in question had been correctly represented in the application for coverage.

Notice

If a specific address has not been provided elsewhere in this coverage manual, you may send any notice to Wellmark's home office:

Wellmark Blue Cross and Blue Shield of
Iowa
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.

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.

Glossary

The definitions in this section are terms that are used in various sections of this coverage manual. A term that appears in only one section is defined in that section.

Amount Charged. The amount that a provider bills for a service or supply, whether or not it is covered under this group dental plan.

Benefits. Dentally necessary and appropriate services or supplies that qualify for payment under this group dental plan.

Group. Those plan members who share a common relationship, such as employment or membership.

Group Sponsor. The entity that sponsors this group dental plan.

Member. A person covered under this group dental plan.

Nonparticipating Dentist. A dentist who does not participate with your dental benefits or with an entity outside the Blue Dental service area with whom Wellmark is affiliated.

Participating Dentist. A dentist who participates with your dental benefits, or a dentist outside the Blue Dental service area who participates with an entity with whom Wellmark is affiliated.

Plan Member. The person who signed for this group dental plan.

Plan Year. A date used for purposes of determining compliance with federal legislation.

Qualifying Dental Coverage. Dental coverage with a comparable scope of benefits as the coverage under your dental benefits.

Services or Supplies. Any services, supplies, treatments, devices, or drugs, as applicable in the context of this coverage manual, that may be used to diagnose or treat a dental condition.

Spouse. A man or woman lawfully married to a covered member.

We, Our, Us. Wellmark Blue Cross and Blue Shield of Iowa.

You, Your. The plan member and family members eligible for coverage under this group dental plan.

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ITEM 18.

Required Federal Accessibility and Nondiscrimination Notice



Discrimination is against the law

Wellmark complies with applicable federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability or sex. Wellmark does not exclude people or treat them differently because of their race, color, national origin, age, disability or sex.

Wellmark provides:

- Free aids and services to people with disabilities so they may communicate effectively with us, such as:
 - Qualified sign language interpreters
 - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Free language services to people whose primary language is not English, such as:
 - Qualified interpreters
 - Information written in other languages

If you need these services, call 800-524-9242.

If you believe that Wellmark has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability or sex, you can file a grievance with: Wellmark Civil Rights Coordinator, 1331 Grand Avenue, Station 5W189, Des Moines, IA 50309-2901, 515-376-4500, TTY 888-781-4262, Fax 515-376-9073, Email CRC@Wellmark.com. You can file a grievance in person, by mail, fax or email. If you need help filing a grievance, the Wellmark Civil Rights Coordinator is available to help you. You can also file a civil rights complaint with the U.S. Department of Health and Human Services Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail, phone or fax at: U.S. Department of Health and Human Services, 200 Independence Avenue S.W., Room 509F, HHH Building, Washington DC 20201, 800-368-1019, 800-537-7697 (TDD).

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

ATENCIÓN: Si habla español, los servicios de asistencia de idiomas se encuentran disponibles gratuitamente para usted. Comuníquese al 800-524-9242 o al (TTY: 888-781-4262).

注意: 如果您说普通话, 我们可免费为您提供语言协助服务。请拨打 800-524-9242 或 (听障专线: 888-781-4262)。

CHÚ Ý: Nếu quý vị nói tiếng Việt, các dịch vụ hỗ trợ ngôn ngữ miễn phí có sẵn cho quý vị. Xin hãy liên hệ 800-524-9242 hoặc (TTY: 888-781-4262).

NAPOMENA: Ako govorite hrvatski, dostupna Vam je besplatna podrška na Vašem jeziku. Kontaktirajte 800-524-9242 ili (tekstualni telefon za osobu oštećena sluha: 888-781-4262).

ACHTUNG: Wenn Sie deutsch sprechen, stehen Ihnen kostenlose sprachliche Assistenzdienste zur Verfügung. Rufnummer: 800-524-9242 oder (TTY: 888-781-4262).

تنبيه: إذا كنت تتحدث اللغة العربية، فإننا نوفر لك خدمات المساعدة اللغوية، المجانية. اتصل بالرقم 800-524-9242 أو (خدمة الهاتف النصي: 888-781-4262).

ສິ່ງຄວນເອົາໃຈໃສ່, ພາສາລາວ ຖ້າທ່ານເວົ້າ: ພວກເຮົາມີບໍລິການຄວາມຊ່ວຍເຫຼືອດ້ານພາສາ ໃຫ້ທ່ານໂດຍບໍ່ເສຍຄ່າ ຫຼື 800-524-9242 ຕິດຕໍ່ທີ. (TTY: 888-781-4262.)

주의: 한국어를 사용하시는 경우, 무료 언어 지원 서비스를 이용하실 수 있습니다. 800-524-9242번 또는 (TTY: 888-781-4262)번으로 연락해 주십시오.

ध्यान रखें: अगर आपकी भाषा हिन्दी है, तो आपके लिए भाषा सहायता सेवाएँ, नि:शुल्क उपलब्ध हैं। 800-524-9242 पर संपर्क करें या (TTY: 888-781-4262)।

ATTENTION: si vous parlez français, des services d'assistance dans votre langue sont à votre disposition gratuitement. Appelez le 800 524 9242 (ou la ligne ATS au 888 781 4262).

Geb Acht: Wann du Deutsch schwetze duscht, kannscht du Hilf in dei eegni Schprooch koschdefrei griege. Ruf 800-524-9242 oder (TTY: 888-781-4262) uff.

โปรดทราบ: หากคุณพูด ไทย เรายมีบริการช่วยเหลือด้านภาษาสำหรับคุณโดยไม่คิดค่าใช้จ่าย ติดต่อ 800-524-9242 หรือ (TTY: 888-781-4262)

PAG-UKULAN NG PANSIN: Kung Tagalog ang wikang ginagamit mo, may makukuha kang mga serbisyong tulong sa wika na walang bayad. Makipag-ugnayan sa 800-524-9242 o (TTY: 888-781-4262).

တော့ဆွဲညါ-နမူနာကတိကဝတ္တိကိရိ. ကိရိတော့မစာတော့ဖဲတော့မတော့. လာတော့လဲတော့ဆွဲလဲ. ဆဲလဲနကိလိ. ဆဲကိဆွဲ ၈၀၀-၅၂၄-၉၂၄ မှတဆွဲ (TTY: ၈၈၈-၇၈၁-၄၂၆) တက့.

ВНИМАНИЕ! Если ваш родной язык русский, вам могут быть предоставлены бесплатные переводческие услуги. Обращайтесь 800-524-9242 (телетайп: 888-781-4262).

सावधान: यदि तपाईं नेपाली बोल्नुहुन्छ भने, तपाईंका लागि नि:शुल्क रूपमा भाषा सहायता सेवाहरू उपलब्ध गराइन्छ। 800-524-9242 वा (TTY: 888-781-4262) मा सम्पर्क गर्नुहोस्।

ማሰሰቢያ: አማርኛ የሚናገሩ ከሆነ፣ የቋንቋ አገዛ አገልግሎቶች፣ ከክፍያ ነፃ፣ ያገኛሉ። በ 800-524-9242 ወይም (በTTY: 888-781-4262) ደውሎ ያነጋግሩ።

HEETINA To a wolwa Fulfulde laabi walliinde dow wolde, naa e njobdi, ene ngoodi ngam maada. Hebir 800-524-9242 malla (TTY: 888-781-4262).

FUULEFFANNA: Yo isin Oromiffaa, kan dubbattan taatan, tajaajiloonni gargaarsa afaanii, kaffaltii malee, isiniif ni jiru. 800-524-9242 yookin (TTY: 888-781-4262) quunnamaa.

УВАГА! Якщо ви розмовляєте українською мовою, для вас доступні безкоштовні послуги мовної підтримки. Зателефонуйте за номером 800-524-9242 або (телетайп: 888-781-4262).

Ge': Diné k'éhjí yáníłti'go níká bizaad bee áká' adoowoł, t'áá jiik'é, náhóló. Kojí' hólne' 800-524-9242 doodaii' (TTY: 888-781-4262)



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

ITEM 19.

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 Brown and City Council Members
FROM: Lisa Roeding, Controller/City Treasurer
DATE: December 5, 2019
SUBJECT: Resolution Designating Authorized Signatories for
Financial Accounts and Vehicles

Attached please find an updated resolution Designating the Authorized Signatories for Financial Accounts and Vehicles for the City of Cedar Falls. Due to the election results we are removing James P. Brown and adding Robert M. Green as an authorized signer on the checking accounts, effective January 2, 2020. If you have any questions about this please feel free to contact me.

CC: Jennifer Rodenbeck, Finance & Business Operations Director

RESOLUTION NO. _____

**RESOLUTION DESIGNATING AUTHORIZED SIGNATORIES FOR FINANCIAL
ACCOUNTS AND VEHICLES OF THE CITY OF CEDAR FALLS, IOWA**

WHEREAS, the Department of Finance and Business Operations has recommended to the City Council of the City of Cedar Falls, Iowa, that the following individuals be designated as authorized signatories for financial accounts and vehicles of the City of Cedar Falls, Iowa:

Checking Accounts

Robert M. Green, Mayor

Jennifer Rodenbeck, Director of Finance & Business Operations

Lisa Roeding, Controller/City Treasurer

Investment Accounts/Vehicles

Ronald S. Gaines, City Administrator

Jennifer Rodenbeck, Director of Finance & Business Operations

Lisa Roeding, Controller/City Treasurer

WHEREAS, the City Council of the City of Cedar Falls, Iowa, deems it in the best interest of the City of Cedar Falls, Iowa, to approve and adopt said recommendation,

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the above individuals are so designated as authorized signatories for financial accounts and vehicles of the City of Cedar Falls, Iowa, and that this resolution shall take effect and be in force from and after January 2, 2020.

ADOPTED this 16th day of December, 2019.

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk



DEPARTMENT OF COMMUNITY DEVELOPMENT

ITEM 20.

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

MEMORANDUM
Planning & Community Services Division

TO: Honorable Mayor James P. Brown and City Council
FROM: Debra Frost, Community Services Coordinator
DATE: December 12, 2019
SUBJECT: Payment Standards for the Section 8 Housing Choice Voucher Program

INTRODUCTION

The Section 8 Housing Choice Voucher Program has been part of the City for more than 35 years, providing assistance to lower income individuals and families in need of adequate housing. For families to be successful in finding quality housing, the program must adopt payment standards for rental assistance. The payment standard is the maximum amount of rental assistance the Public Housing Authority (PHA) can provide, after the tenant pays 30% of their income toward housing costs.

Payment standards must be within 90% to 110% of the Fair Market Rents (FMR) which are published annually by the U.S. Department of Housing and Urban Development (HUD). HUD released its Fair Market Rents for Fiscal Year 2020. A decrease was received for the Waterloo-Cedar Falls metro area for all unit sizes.

ANALYSIS

The following table documents the current payment standards and the 2020 FMR.

| CURRENT PAYMENT STANDARDS AND 2020 FMR | | | | | |
|---|--------------|--------------|--------------|--------------|--------------|
| | 0 Bed | 1 Bed | 2 Bed | 3 Bed | 4 Bed |
| CURRENT PAYMENT STANDARD | \$609 | \$728 | \$920 | \$1196 | \$1491 |
| 2020 FMR | \$517 | \$504 | \$763 | \$996 | \$1249 |

Based on the 2020 FMR, the current payment standards will be too high in 2020, because they cannot exceed 110% of the FMR. Therefore, the payment standards will need to be adjusted downward for 2020.

Historically, the City has opted to utilize a 110% standard for one to four bedroom units, given the city's relatively higher cost rental market. Given that even at 110% of the 2020 FMR, the payment standards will be reduced from current levels, staff recommends keeping them at 110% of the FMR to give Housing Choice Voucher holders the best chance at finding quality dwelling units to lease.

| RECOMMENDED PAYMENT STANDARDS for 2020 | | | | | |
|---|--------------|--------------|--------------|--------------|--------------|
| | 0 Bed | 1 Bed | 2 Bed | 3 Bed | 4 Bed |
| Proposed Payment Standard | \$568 | \$664 | \$839 | \$1095 | \$1373 |

RECOMMENDATION:

At their December 10th meeting, the Housing Commission reviewed the new FMR and recommends setting the new payment standards at 110% of the FMR for 2020.



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM
Recreation Division

TO: Honorable Mayor James P. Brown and City Council
FROM: Bruce Verink, Manager, Recreation & Community Programs
DATE: December 13, 2019
SUBJECT: Recreation Fee Proposal

Attached is staff's proposed fee schedule for your review. This proposal was presented, discussed, and approved by the Parks and Recreation Commission during their meeting on December 12, 2019.

If adopted by Council, any fee changes would go into effect for any program or service that will start on or after April 28, 2020. For example, someone registering for a program in February that starts June 8 or someone reserving a shelter for the May 8 date in April, would both pay the new rate. While someone purchasing a Recreation and Fitness Center membership on April 12 would pay the current fee even if a change were recommended.

On the attached sheets is a history of fees we have used dating back to April of 2013. Any fee changed from the previous year is highlighted in grey for easy identification.

The current fees were adopted by Council in January 2019 and went into effect April 30, 2019.

The last couple of years we have had increasing challenges hiring part-time and seasonal staff. The feedback is that our wages are not competitive enough. In July 2019, we increased the hourly rates working to address this issue. The increase in hourly wages will range from \$.75 to \$1.40 per hour depending on the job and the number of hours for the respective jobs. This wage increase will affect the majority of our 250 plus part-time or season staff positions. As a result, the cost to staff programs will be raising approximately \$60,000 to \$65,000 annually and staff must now recommend an increase in fees to continue to cover all direct program costs. Staff anticipates an \$8,000 increase in supplies as well in the upcoming year.

Each year staff looks at the following items when considering any and all fee adjustments:

- The increase in staff wages
- The increasing cost of supplies and equipment
- What the market for the programs and services we offer indicates
- What others in the metro area charge for similar programs or services
- Changes staff have made to improve the program
- The last time fees adjustments were made as staff attempts to hold fees the same for a two or three year period whenever possible

- To keep all fees as reasonable as possible
- Consider the “law of supply and demand”

Proposed changes are as follow:

- Page 1
 - A \$10.00 increase for an adult volleyball team for a 14 game season
 - A \$5.00 increase for an adult volleyball team for the Spring 6 game season
 - No fee change for Adult softball league but we are reducing the number of league from 14 games to 12
 - A \$5.00 increase in adult dodgeball league
 - A \$2.00 increase in open air shelters rentals in the parks
- Page 2
 - A \$4.00 increase in Circuit weight classes for non-members and \$2.00 increase for members
 - A \$2.00 increase for cardio cycling for non-members and \$1.00 increase for members
 - A \$6.00 increase for Rec Xfit classes for non-members and \$3 for members
 - A general fitness class fee for any new program staff may develop
- Page 3 & 4
 - An increase of \$2.00-7.00 for youth programs
 - Including a one day Tot Lot fee of \$9.00
 - An increase of \$10.00 for birthday parties
 - An increase of \$2.00 for themed birthday parties
 - An increase of \$2.00 for Karata classes
 - An increase of \$10.00 for one week of Camp CF
 - A \$70 increase when registering for camp all summer for 8 weeks
- Page 5
 - A \$1.00 increase in the daily admission rate for the outdoor pool
 - Increases of \$15.00 for summer pool passes
 - An increase of \$10.00 for the child care provider for families
 - A \$10.00 increase for lap swim only swim pass
 - An increase of \$5.00 - \$10.00 for indoor swim passes
 - An increase of \$2.00-3.00 for swim lessons
 - An increase of \$20.00 for a 2 hour rental for the Falls Aquatic Center

If the proposed fee changes are approved staff projects a net increase in revenue of \$80,000 annually.

Thank you in advance for considering this proposal. Please let me know if you have any questions or need additional information.

**CEDAR FALLS RECREATION DIVISION
PROGRAM FEE SCHEDULE**

| | PROPOSED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 28, 2020 | APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 30, 2019 | APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 23, 2018 | APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 24, 2017 | APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 24, 2016 | APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 27, 2015 | APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 28, 2014 | APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 22, 2013 |
|---|--|--|--|--|--|--|--|--|
| ADULT PROGRAMS | | | | | | | | |
| Basketball Leagues (team) 10 games | 370 | 370 | 370 | 360 | \$360.00 | \$350.00 | \$350.00 | \$330.00 |
| Couples Volleyball Class | 29.00 - 8 weeks | 29.00 - 8 weeks | 29.00 - 8 weeks | 29.00 - 8 weeks | 29.00 - 8 weeks | 29.00 - 8 weeks | 29.00 - 8 weeks | 29.00 - 8 weeks |
| Volleyball League (team) 14 games | 125 | 115 | 115 | 115 | \$115.00 | \$115.00 | \$115.00 | \$115.00 |
| Mini Volleyball (team) 6 games | 75 | 70 | 70 | 70 | \$70.00 | \$70.00 | \$70.00 | \$70.00 |
| Softball League - 14 games | | | | | | | | |
| Registration (team) | 355 | 355 | 355 | 350 | \$350.00 | \$345.00 | \$345.00 | \$345.00 |
| Player Fees (team) | 70 | 70 | 70 | 70 | \$70.00 | \$70.00 | \$70.00 | \$70.00 |
| Mixed League Softball | plus \$25.00 | plus \$25.00 | plus \$25.00 | plus \$25.00 | plus \$25.00 | plus \$20.00 | plus \$20.00 | plus \$20.00 |
| Ball Field Rental per hour (field as is 1 1/2 hour) | 8 | 8 | 8 | 8 | \$8.00 | \$8.00 | \$8.00 | \$10.00 |
| Youth Games Ball Field Rental- Non-profit 501C3 Field Rental | | | | | | | | |
| Week Day Evening | 16 | 16 | 16 | 16 | \$16.00 | \$16.00 | \$16.00 | \$16.00 |
| Multiple Rentals (Max. 75 per season) | \$500.00 Max | \$500.00 Max | \$500.00 Max | \$500.00 Max | \$500.00 Max | \$500.00 Max | \$500.00 Max | \$500.00 Max |
| Fall Softball League - 10 games | | | | | | | | |
| Registration (team) | 255 | 255 | 245 | 245 | \$245.00 | \$245.00 | \$245.00 | \$245.00 |
| Player Fees (team) | 60 | 60 | 60 | 60 | \$60.00 | \$60.00 | \$60.00 | \$60.00 |
| Ball Field Rental | | | | | | | | |
| One Field - One Day | 50 | 50 | 50 | 50 | \$50.00 | \$50.00 | \$50.00 | \$50.00 |
| Complex (weekend 1 & 2 day) | 110 | 110 | 110 | 110 | \$110.00 | \$110.00 | \$110.00 | \$110.00 |
| Plus additional staff cost over initial field prep | | | | | | | | |
| Pfeiffer (weekend 1 & 2 day) | 130 | 130 | 130 | 130 | \$130.00 | \$130.00 | \$130.00 | \$130.00 |
| Plus additional staff cost over initial field prep | | | | | | | | |
| Pfeiffer (field/night, league) | 60 | 60 | 60 | 60 | \$60.00 | \$60.00 | \$60.00 | \$60.00 |
| Kickball League | 75 | 75 | 70 | 70 | \$65.00 | \$65.00 | \$65.00 | \$60.00 |
| Flag Football League (team) 4 on 4 | 100 | 100 | 100 | 100 | \$100.00 | \$100.00 | \$100.00 | \$100.00 |
| Player Fee | 15 | 15 | 15 | 15 | \$15.00 | \$15.00 | \$15.00 | \$15.00 |
| Dodgeball | 75 | 70 | 70 | 70 | \$65.00 | \$65.00 | \$65.00 | \$65.00 |
| Golf Lessons (4 lessons) | N/A | N/A | 38 | 38 | \$38.00 | \$38.00 | \$38.00 | \$38.00 |
| Tennis Lessons (8 lessons) | N/A | N/A | N/A | N/A | N/A | N/A | N/A | \$35.00 |
| Tournaments | Cost + \$20.00 | Cost + \$20.00 | Cost + \$20.00 | Cost + \$20.00 | Cost + \$20.00 | Cost + \$20.00 | Cost + \$20.00 | Cost + \$10.00 |
| Open Gym Schools, residents | 3.00 or RC punch card/memb. | 3.00 or RC punch card/memb. | 3.00 or RC punch card/memb. | 3.00 or RC punch card/memb. | 3.00 or RC punch card/memb. | 3.00 or RC punch card/memb. | 3.00 or RC punch card/memb. | 3.00 or RC punch card/memb. |
| Open Gym Schools, non-residents | 6 | 6 | 6 | 6 | \$6.00 | \$6.00 | \$6.00 | \$6.00 |
| Beach House (all day) | | | | | | | | |
| Weekend (Friday-Sunday & Holidays) | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A |
| Weekday (Monday-Thursday) | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A |
| Beach House (all day) | | | | | | | | |
| Weekend (Friday-Sunday & Holidays) | | | | | | \$200.00 | \$200.00 | \$200.00 |
| West | 100 | 100 | 100 | 100 | \$100.00 | | | |
| East | 200 | 200 | 200 | 200 | \$200.00 | | | |
| Full Facility | 275 | 275 | 275 | 275 | \$275.00 | | | |
| Weekday (Monday-Thursday) | | | | | | \$125.00 | \$125.00 | \$125.00 |
| West | 62.5 | 62.5 | 62.5 | 62.5 | \$62.50 | | | |
| East | 125 | 125 | 125 | 125 | \$125.00 | | | |
| Full Facility | 175 | 175 | 175 | 175 | \$175.00 | | | |
| Shelter Rental - All Day | 25 | 22 | 22 | 22 | \$22.00 | \$20.00 | \$20.00 | \$20.00 |
| Up to 6 hours | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A |
| Over 6 hours | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A |
| Gateway Shelter | | | | | | | | |
| Monday-Thursday (10:00 am-10:30 pm) | 70 | 70 | 70 | 70 | \$70.00 | \$60.00 | \$60.00 | \$60.00 |
| Friday-Sunday & Holidays (10:00 am-10:30 pm) | 110 | 110 | 110 | 110 | \$110.00 | \$100.00 | \$100.00 | \$100.00 |
| Racquetball League - 11 games | | | | | | | | |
| Singles | 35 | 35 | 35 | 35 | \$35.00 | \$33.00 | \$33.00 | \$33.00 |
| Racquetball Lessons (6 lessons) | 33 | 33 | 33 | 33 | \$33.00 | \$33.00 | \$33.00 | \$33.00 |
| Table Tennis League | 16 | 16 | 16 | 16 | \$16.00 | \$16.00 | \$16.00 | \$16.00 |

| EXERCISE CLASSES | PROPOSED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 28, 2020 | APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 30, 2019 | APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 23, 2018 | APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 24, 2017 | APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 24, 2016 | APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 27, 2015 | APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 28, 2014 | APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 22, 2013 |
|---|---|---|---|---|---|---|---|---|
| Specialty Classes | Instructor Cost + \$10.00 | Instructor Cost + \$10.00 | Instructor Cost + \$10.00 | Instructor Cost + \$10.00 | Instructor Cost + \$10.00 | Instructor Cost + \$10.00 | Instructor Cost + \$10.00 | Instructor Cost + \$10.00 |
| Exercise Tryouts | N/A | N/A | \$5.00 | \$5.00 | \$5.00 | \$5.00 | \$5.00 | \$5.00 |
| Fitness Pass (no RCM) | | | | | | | | |
| 4 Months Unlimited | N/A | N/A | \$96.00 | \$96.00 | \$96.00 | \$90.00 | \$90.00 | \$90.00 |
| 1 Month Unlimited | N/A | N/A | \$35.00 | \$35.00 | \$35.00 | \$35.00 | \$35.00 | \$35.00 |
| Fitness Pass (with RCM) | | | | | | | | |
| 4 Months Unlimited | N/A | N/A | \$48.00 | \$48.00 | \$48.00 | \$45.00 | \$45.00 | \$45.00 |
| 1 Month Unlimited | N/A | N/A | \$30.00 | \$30.00 | \$30.00 | \$30.00 | \$30.00 | \$30.00 |
| Circuit Weight Training (No RCM) | | | | | | | | |
| 2 x Per Week Per Month | \$32.00 | \$28.00 | \$28.00 | \$28.00 | \$28.00 | \$28.00 | \$28.00 | \$19.00 |
| Circuit Weight Training (No RCM) | | | | | | | | |
| 2 x Per Week Per Month | \$16.00 | \$14.00 | \$14.00 | \$14.00 | \$14.00 | \$14.00 | \$14.00 | \$9.50 |
| Cardio Cycling - Per Month (No RCM) | | | | | | | | |
| 3 x Per Week Per Month | \$44.00 | \$42.00 | \$42.00 | \$42.00 | \$42.00 | \$42.00 | \$42.00 | \$40.00 |
| Cardio Cycling - Per Month (No RCM) | | | | | | | | |
| 3 x Per Week Per Month | \$22.00 | \$21.00 | \$21.00 | \$21.00 | \$21.00 | \$21.00 | \$21.00 | \$20.00 |
| Rec Xfit - Monthly (with RCM) | | | | | | | | |
| 3 x Per Week | \$29.00 | \$26.00 | \$26.00 | \$26.00 | \$26.00 | \$24.00 | \$24.00 | \$24.00 |
| Rec Xfit - Monthly (No RCM) | | | | | | | | |
| 3 x Per Week | \$58.00 | \$52.00 | \$52.00 | \$52.00 | \$52.00 | \$48.00 | \$48.00 | \$48.00 |
| Special Fitness Classes | | | | | | | | |
| 2 x Per Week (No RCM) | \$60.00 | | | | | | | |
| 2 x Per Week (With RCM) | \$30.00 | | | | | | | |
| Teen Weight Lifting Training (2 - 2 hour classes) | \$28.00 | \$28.00 | \$28.00 | \$28.00 | \$28.00 | \$28.00 | \$28.00 | \$25.00 |

*RCM - Rec Center Membership
*FP - Fitness Pass

| | PROPOSED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 28, 2020 | APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 30, 2019 | APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 23, 2018 | APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 24, 2017 | APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 24, 2016 | APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 27, 2015 | APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 28, 2014 | APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 22, 2013 |
|--|--|--|--|--|--|--|--|--|
| YOUTH PROGRAMS | | | | | | | | |
| Boys Baseball - T-ball | | | | | | | | |
| Registration | \$40.00 | \$35.00 | \$35.00 | \$32.00 | \$32.00 | \$32.00 | \$32.00 | \$30.00 |
| Sponsor | \$250.00 | \$250.00 | \$250.00 | \$250.00 | \$250.00 | \$250.00 | \$250.00 | \$250.00 |
| Boys Baseball 1 & 2 | | | | | | | | |
| Registration | \$45.00 | \$38.00 | \$38.00 | \$35.00 | \$35.00 | \$35.00 | \$35.00 | \$33.00 |
| Sponsor | \$250.00 | \$250.00 | \$250.00 | \$250.00 | \$250.00 | \$250.00 | \$250.00 | \$250.00 |
| Boys Baseball 2 & 3 | | | | | | | | |
| Registration | \$50.00 | \$45.00 | \$45.00 | \$42.00 | \$42.00 | \$42.00 | \$42.00 | \$40.00 |
| Sponsor | \$500.00 | \$500.00 | \$500.00 | \$500.00 | \$500.00 | \$500.00 | \$500.00 | \$500.00 |
| Boys Baseball 3 - 5 | | | | | | | | |
| Registration | \$50.00 | \$48.00 | \$48.00 | \$45.00 | \$45.00 | \$45.00 | \$45.00 | \$43.00 |
| Sponsor | \$600.00 | \$600.00 | \$600.00 | \$600.00 | \$600.00 | \$600.00 | \$600.00 | \$600.00 |
| Girls Softball - T-ball | | | | | | | | |
| Registration | \$40.00 | \$35.00 | \$35.00 | \$32.00 | \$32.00 | \$32.00 | \$32.00 | \$30.00 |
| Sponsor | \$250.00 | \$250.00 | \$250.00 | \$250.00 | \$250.00 | \$250.00 | \$250.00 | \$250.00 |
| Girls Softball Kind & 1 | | | | | | | | |
| Registration | \$45.00 | \$38.00 | \$38.00 | \$35.00 | \$35.00 | \$35.00 | \$35.00 | \$33.00 |
| Sponsor | \$250.00 | \$250.00 | \$250.00 | \$250.00 | \$250.00 | \$250.00 | \$250.00 | \$250.00 |
| Girls Softball 2 & 3 | | | | | | | | |
| Registration | \$45.00 | \$45.00 | \$45.00 | \$42.00 | \$42.00 | \$42.00 | \$42.00 | \$40.00 |
| Sponsor | \$500.00 | \$500.00 | \$500.00 | \$500.00 | \$500.00 | \$500.00 | \$500.00 | \$500.00 |
| Girls Softball 4-6 | | | | | | | | |
| Registration | \$50.00 | \$48.00 | \$48.00 | \$45.00 | \$45.00 | \$45.00 | \$45.00 | \$43.00 |
| Sponsor | \$500.00 | \$500.00 | \$500.00 | \$500.00 | \$500.00 | \$500.00 | \$500.00 | \$500.00 |
| Kindergarten Basketball | | | | | | | | |
| Registration | \$34.00 | \$30.00 | \$30.00 | \$30.00 | \$30.00 | \$30.00 | \$30.00 | \$28.00 |
| Sponsor | \$200.00 | \$200.00 | \$200.00 | \$200.00 | \$200.00 | \$200.00 | \$200.00 | \$200.00 |
| Boys Basketball 5 & 6 | | | | | | | | |
| Registration | \$44.00 | \$40.00 | \$40.00 | \$40.00 | \$40.00 | \$40.00 | \$40.00 | \$38.00 |
| Sponsor | \$500.00 | \$500.00 | \$500.00 | \$500.00 | \$500.00 | \$500.00 | \$500.00 | \$500.00 |
| Boys Basketball 3 & 4 | | | | | | | | |
| Registration | \$39.00 | \$35.00 | \$35.00 | \$35.00 | \$35.00 | \$35.00 | \$35.00 | \$33.00 |
| Sponsor | \$300.00 | \$300.00 | \$300.00 | \$300.00 | \$300.00 | \$300.00 | \$300.00 | \$300.00 |
| Boys Basketball 1 & 2 | | | | | | | | |
| Registration | \$34.00 | \$30.00 | \$30.00 | \$30.00 | \$30.00 | \$30.00 | \$30.00 | \$28.00 |
| Sponsor | \$300.00 | \$300.00 | \$300.00 | \$300.00 | \$300.00 | \$300.00 | \$300.00 | \$300.00 |
| Girls Basketball 5 & 6 (format change) | | | | | | | | |
| Registration | \$39.00 | \$35.00 | \$35.00 | \$35.00 | \$35.00 | \$35.00 | \$35.00 | \$33.00 |
| Sponsor | \$250.00 | \$250.00 | \$250.00 | \$250.00 | \$250.00 | \$250.00 | \$250.00 | \$250.00 |
| Girls Basketball 3 & 4 | | | | | | | | |
| Registration | \$39.00 | \$35.00 | \$35.00 | \$35.00 | \$35.00 | \$35.00 | \$35.00 | \$33.00 |
| Sponsor | \$300.00 | \$300.00 | \$300.00 | \$300.00 | \$300.00 | \$300.00 | \$300.00 | \$300.00 |
| Girls Basketball 1 & 2 | | | | | | | | |
| Registration | \$34.00 | \$30.00 | \$30.00 | \$30.00 | \$30.00 | \$30.00 | \$30.00 | \$28.00 |
| Sponsor | \$300.00 | \$300.00 | \$300.00 | \$300.00 | \$300.00 | \$300.00 | \$300.00 | \$300.00 |
| Summer Track | | | | | | | | |
| Registration | \$50.00 | \$45.00 | \$45.00 | \$45.00 | \$45.00 | \$45.00 | \$45.00 | \$45.00 |
| Sponsor | \$300.00 | \$300.00 | \$300.00 | \$300.00 | \$300.00 | \$300.00 | \$300.00 | \$300.00 |
| Volleyball 3-6 (format change) | | | | | | | | |
| Registration (8 weeks) | \$44.00 | \$39.00 | \$39.00 | \$39.00 | \$39.00 | \$39.00 | \$39.00 | \$37.00 |
| Sponsor | \$400.00 | \$400.00 | \$400.00 | \$400.00 | \$400.00 | \$400.00 | \$400.00 | \$400.00 |
| Flag Football K-2 | | | | | | | | |
| Registration (8 weeks) | \$44.00 | \$43.00 | \$43.00 | \$43.00 | \$43.00 | \$41.00 | \$41.00 | \$36.00 |
| Sponsor | \$200.00 | \$200.00 | \$200.00 | \$200.00 | \$200.00 | \$200.00 | \$200.00 | \$200.00 |
| Flag Football 3 & 4 | | | | | | | | |
| Registration | \$44.00 | \$43.00 | \$43.00 | \$43.00 | \$43.00 | \$41.00 | \$41.00 | \$36.00 |
| Sponsor | \$300.00 | \$300.00 | \$300.00 | \$300.00 | \$300.00 | \$300.00 | \$300.00 | \$300.00 |
| Flag Football 5 & 6 | | | | | | | | |
| Registration | \$44.00 | \$43.00 | \$43.00 | \$43.00 | \$43.00 | \$41.00 | \$41.00 | \$36.00 |
| Sponsor | \$500.00 | \$500.00 | \$500.00 | \$500.00 | \$500.00 | \$500.00 | \$500.00 | \$500.00 |
| Baseball Club - Wrecking Crew | \$50.00 | \$45.00 | \$45.00 | \$45.00 | \$45.00 | \$45.00 | \$45.00 | \$45.00 |
| Softball Club - Wrecking Crew | \$50.00 | \$45.00 | \$45.00 | \$45.00 | \$45.00 | \$45.00 | \$45.00 | \$45.00 |

| YOUTH PROGRAMS-continued | PROPOSED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 28, 2020 | APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 30, 2019 | APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 23, 2018 | APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 24, 2017 | APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 24, 2016 | APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 27, 2015 | APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 28, 2014 | APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 22, 2013 |
|--------------------------------------|---|---|---|---|---|---|---|---|
| Baseball Shortstops | \$35.00 | | | | | | | |
| Softball Shortstops | \$35.00 | | | | | | | |
| Soccer K, 1 & 2 | | | | | | | | |
| Registration | \$34.00 | \$29.00 | \$29.00 | \$29.00 | \$29.00 | \$29.00 | \$29.00 | \$27.00 |
| Sponsor | \$350.00 | \$350.00 | \$350.00 | \$350.00 | \$350.00 | \$350.00 | \$350.00 | \$350.00 |
| Golf Lessons | N/A | | \$28.00 | \$28.00 | \$28.00 | \$28.00 | \$28.00 | \$27.00 |
| Tennis Lessons | \$55.00 | \$45.00 | \$45.00 | \$39.00 | \$39.00 | \$39.00 | \$39.00 | \$37.00 |
| Tot Lot | | | | | | | | |
| One Session | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A |
| Both Sessions | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A |
| Tot Lot | | | | | | | | |
| One Week | \$32.00 | \$32.00 | \$32.00 | \$32.00 | \$32.00 | \$30.00 | \$30.00 | \$30.00 |
| Six Weeks | \$150.00 | \$150.00 | \$150.00 | \$150.00 | \$150.00 | \$150.00 | \$150.00 | \$150.00 |
| One Day | \$9.00 | | | | | | | |
| Open Gym in schools | Free | Free | Free | Free | Free | Free | Free | Free |
| Special Events | Cost + \$5.00 | Cost + \$5.00 | Cost + \$5.00 | Cost + \$5.00 | Cost + \$5.00 | Cost + \$5.00 | Cost + \$5.00 | Cost + \$5.00 |
| Tournaments | Cost + 0 to 10% | Cost + 0 to 10% | Cost + 0 to 10% | Cost + 0 to 10% | Cost + 0 to 10% | Cost + 0 to 10% | Cost + 0 to 10% | Cost + 0 to 10% |
| Indoor Park - 1 year to 5 years | \$28.00 | \$28.00 | \$28.00 | \$28.00 | \$28.00 | \$28.00 | \$28.00 | \$28.00 |
| Full Session (18 to 22 times) | \$40.00 | \$40.00 | \$40.00 | \$40.00 | \$40.00 | \$40.00 | \$40.00 | \$40.00 |
| Mini Session | \$18.00 | \$18.00 | \$18.00 | \$18.00 | \$18.00 | \$18.00 | \$18.00 | \$18.00 |
| Daily | \$3.00 | \$3.00 | \$3.00 | \$3.00 | \$3.00 | \$3.00 | \$3.00 | \$3.00 |
| Chew & View - 2 hours | \$6.00 | \$6.00 | \$6.00 | \$6.00 | \$6.00 | \$6.00 | \$6.00 | \$6.00 |
| Parents Night Out - 2 hours | \$8.00 | \$8.00 | \$8.00 | \$8.00 | \$8.00 | \$8.00 | \$8.00 | \$8.00 |
| Birthday Party | \$125.00 | \$115.00 | \$115.00 | \$115.00 | \$115.00 | \$115.00 | \$115.00 | \$115.00 |
| Birthday Party Theme Package | \$155.00 | \$150.00 | \$140.00 | \$140.00 | \$135.00 | \$135.00 | \$135.00 | \$135.00 |
| Birthday Party Theme & Pizza | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A |
| Add Pizza | \$30.00 | \$30.00 | \$25.00 | \$25.00 | \$25.00 | \$25.00 | \$25.00 | \$25.00 |
| 3 on 3 Basketball Tourney (per team) | \$30.00 | \$30.00 | \$30.00 | \$30.00 | \$30.00 | \$30.00 | \$30.00 | \$30.00 |
| Soccer Tournament | \$20.00 | \$20.00 | \$20.00 | \$20.00 | \$20.00 | \$20.00 | \$20.00 | \$20.00 |
| Hot Shot Basketball | \$5.00 | \$5.00 | \$5.00 | \$5.00 | \$5.00 | \$5.00 | \$5.00 | \$5.00 |
| Free Throw Contest | \$5.00 | \$5.00 | \$5.00 | \$5.00 | \$5.00 | \$5.00 | \$5.00 | \$5.00 |
| Karate | \$32.00 | \$30.00 | \$30.00 | \$30.00 | \$30.00 | \$30.00 | \$30.00 | \$30.00 |
| New Sports and Active Programs | Comparable Charge | Comparable Charge | Comparable Charge | Comparable Charge | Comparable Charge | Comparable Charge | Comparable Charge | Comparable Charge |
| Sack Lunch Days | \$28.00 | \$28.00 | \$25.00 | \$25.00 | \$25.00 | \$25.00 | \$25.00 | \$25.00 |
| Tumbling - 5 Sessions | \$32.00 | \$30.00 | \$30.00 | \$32.00 | \$32.00 | \$32.00 | \$32.00 | \$30.00 |
| Hockey - Inline | | | | | | | | |
| Registration | N/A | N/A | \$24.00 | \$24.00 | \$24.00 | \$24.00 | \$24.00 | \$24.00 |
| Sponsor | N/A | N/A | \$150.00 | \$150.00 | \$150.00 | \$150.00 | \$150.00 | \$150.00 |
| Camp Cedar Falls | | | | | | | | |
| One Week | \$120.00 | \$110.00 | \$105.00 | \$105.00 | \$105.00 | \$105.00 | \$105.00 | \$105.00 |
| Full Summer 8 weeks (1 week free) | \$840.00 | \$770.00 | \$735.00 | \$735.00 | \$735.00 | \$735.00 | \$735.00 | \$850.00 |
| Full Summer 9 weeks (1 week free) | \$960.00 | | | | | | | |
| Pre and Post Care | | | | | | | | |
| Daily | \$5.00 | \$5.00 | \$5.00 | \$5.00 | \$5.00 | \$5.00 | \$5.00 | \$5.00 |
| Weekly | \$20.00 | \$20.00 | \$20.00 | \$20.00 | \$20.00 | \$20.00 | \$20.00 | \$18.00 |

| | PROPOSED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 28, 2020 | APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 30, 2019 | APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 23, 2018 | APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 24, 2017 | APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 24, 2016 | APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 27, 2015 | APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 28, 2014 | APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 22, 2013 |
|--|---|---|---|---|---|---|---|---|
| SWIM POOL FEES | | | | | | | | |
| Daily Admission-Indoor | | | | | | | | |
| Infant (Under 2) | \$3.00 | \$3.00 | \$3.00 | \$3.00 | \$3.00 | \$3.00 | \$3.00 | \$3.00 |
| Youth (3-17) | \$5.00 | \$5.00 | \$4.00 | \$4.00 | \$4.00 | \$3.75 | \$3.75 | \$3.75 |
| Adult (18 & Up) | \$5.00 | \$5.00 | \$4.00 | \$4.00 | \$4.00 | \$3.75 | \$3.75 | \$3.75 |
| Daily Admission-Outdoor | | | | | | | | |
| Infant (Under 2) | \$3.00 | \$3.00 | \$3.00 | \$3.00 | \$3.00 | \$3.00 | \$3.00 | \$3.00 |
| Youth (3-17) | \$8.00 | \$7.00 | \$7.00 | \$7.00 | \$6.00 | \$6.00 | \$6.00 | \$6.00 |
| Adult (18 & Up) | \$8.00 | \$7.00 | \$7.00 | \$7.00 | \$6.00 | \$6.00 | \$6.00 | \$6.00 |
| Summer-Memorial Day-1st Day of School | | | | | | | | |
| Family Season Pass | | | | | | | | |
| Resident | ** \$210.00 | ** \$195.00 | ** \$195.00 | ** \$195.00 | ** \$180.00 | ** \$180.00 | ** \$180.00 | ** \$180.00 |
| Non-Resident | ** \$260.00 | ** \$245.00 | ** \$245.00 | ** \$245.00 | ** \$230.00 | ** \$230.00 | ** \$230.00 | ** \$230.00 |
| Child Care Provider Pool Pass - Mon-Fri | \$70.00 | \$60.00 | \$60.00 | \$60.00 | | | | |
| Adult Season Pass (Indoor or Outdoor) | | | | | | | | |
| Resident | \$130.00 | \$115.00 | \$115.00 | \$115.00 | \$100.00 | \$100.00 | \$100.00 | \$100.00 |
| Non-Resident | \$160.00 | \$145.00 | \$145.00 | \$145.00 | \$130.00 | \$130.00 | \$130.00 | \$130.00 |
| Youth & Sr. Season Pass (65 & Over) | | | | | | | | |
| Resident | \$125.00 | \$110.00 | \$110.00 | \$110.00 | \$95.00 | \$95.00 | \$95.00 | \$95.00 |
| Non-Resident | \$155.00 | \$140.00 | \$140.00 | \$140.00 | \$125.00 | \$125.00 | \$125.00 | \$125.00 |
| Lap Swim (Indoor only) | | | | | | | | |
| Resident | \$85.00 | \$75.00 | \$75.00 | \$75.00 | \$65.00 | \$65.00 | \$65.00 | \$65.00 |
| Non-Resident | \$95.00 | \$85.00 | \$85.00 | \$85.00 | \$75.00 | \$75.00 | \$75.00 | \$75.00 |
| ***Purchase your summer swim pass prior to May 15 & receive a \$10 discount for a family & \$5 for an individual pass. | | | | | | | | |
| Winter-1st Day of School-Memorial Day | | | | | | | | |
| Family Season Pass (with RCM) | | | | | | | | |
| Resident | \$55.00 | \$50.00 | \$50.00 | \$50.00 | \$45.00 | \$45.00 | \$45.00 | \$45.00 |
| Non-Resident | \$60.00 | \$55.00 | \$55.00 | \$55.00 | \$50.00 | \$50.00 | \$50.00 | \$50.00 |
| Family Season Pass (without RCM) | | | | | | | | |
| Resident | \$135.00 | \$130.00 | \$130.00 | \$130.00 | \$125.00 | \$125.00 | \$125.00 | \$125.00 |
| Non-Resident | \$145.00 | \$140.00 | \$140.00 | \$140.00 | \$135.00 | \$135.00 | \$135.00 | \$135.00 |
| Adult Season Pass (with RCM) | | | | | | | | |
| Resident | \$30.00 | \$25.00 | \$25.00 | \$25.00 | \$20.00 | \$20.00 | \$20.00 | \$20.00 |
| Non-Resident | \$35.00 | \$30.00 | \$30.00 | \$30.00 | \$25.00 | \$25.00 | \$25.00 | \$25.00 |
| Adult Season Pass (without RCM) | | | | | | | | |
| Resident | \$100.00 | \$95.00 | \$95.00 | \$95.00 | \$90.00 | \$90.00 | \$90.00 | \$90.00 |
| Non-Resident | \$105.00 | \$100.00 | \$100.00 | \$100.00 | \$95.00 | \$95.00 | \$95.00 | \$95.00 |
| Youth/Sr Season Pass-17 & Under (with RCM) | | | | | | | | |
| Resident | \$30.00 | \$25.00 | \$25.00 | \$25.00 | \$20.00 | \$20.00 | \$20.00 | \$20.00 |
| Non-Resident | \$35.00 | \$30.00 | \$30.00 | \$30.00 | \$25.00 | \$25.00 | \$25.00 | \$25.00 |
| Youth/Sr Season Pass-17 & Under (without RCM) | | | | | | | | |
| Resident | \$80.00 | \$75.00 | \$75.00 | \$75.00 | \$70.00 | \$70.00 | \$70.00 | \$70.00 |
| Non-Resident | \$85.00 | \$80.00 | \$80.00 | \$80.00 | \$75.00 | \$75.00 | \$75.00 | \$75.00 |
| *RCM - Rec Center Membership | | | | | | | | |
| Swim Lesson - Youth | \$34.00 | \$32.00 | \$32.00 | \$32.00 | \$30.00 | \$30.00 | \$30.00 | \$28.00 |
| Swim Lesson - Adult | \$38.00 | \$35.00 | \$35.00 | \$35.00 | \$31.00 | \$31.00 | \$31.00 | \$31.00 |
| Aqua Trim | \$34.00 | \$32.00 | \$32.00 | \$32.00 | \$30.00 | \$30.00 | \$30.00 | \$29.00 |
| Deep Water Aqua Trim | \$34.00 | \$32.00 | \$32.00 | \$32.00 | \$30.00 | \$30.00 | \$30.00 | \$29.00 |
| Aqua Trim Tryout | \$5.00 | \$5.00 | \$5.00 | \$5.00 | \$5.00 | \$5.00 | \$5.00 | \$5.00 |
| Stretching Aqua Trim | \$34.00 | \$32.00 | \$32.00 | \$32.00 | \$30.00 | \$30.00 | \$30.00 | \$29.00 |
| Lap Swim-Daily-Indoor | Pass or \$5.00 | Pass or \$4.00 | Pass or \$4.00 | Pass or \$4.00 | Pass or \$4.00 | Pass or \$3.75 | Pass or \$3.75 | Pass or \$3.75 |
| Lifeguarding | \$125.00 | \$125.00 | \$115.00 | \$115.00 | \$105.00 | \$105.00 | \$105.00 | \$98.00 |
| Lifeguard Recertification | \$86.00 | \$86.00 | | | | | | |
| Scuba Diving | Cost + \$10.00 | Cost + \$10.00 | Cost + \$10.00 | Cost + \$10.00 | Cost + \$10.00 | Cost + \$8.00 | Cost + \$8.00 | Cost + \$8.00 |
| Pool Rental ID - 75 people or less | \$65.00 | \$60.00/hr. | \$60.00/hr. | \$60.00/hr. | \$60.00/hr. | \$60.00/hr. & \$50.00/add hr. | \$60.00/hr. & \$50.00/add hr. | \$60.00/hr. & \$50.00/add hr. |
| Pool Rental ID - 76 people or more | \$80.00 | \$80.00 | \$75.00/hr. | \$75.00/hr. | \$75.00/hr. | \$75.00/hr & \$65.00/add hr. | \$75.00/hr & \$65.00/add hr. | \$75.00/hr & \$65.00/add hr. |
| Pool Rental OD | | | | | | | | |
| Zero Depth - 2 hour | \$220.00 | \$200.00 | \$200.00 | \$200.00 | \$200.00 | \$180.00 | \$180.00 | \$180.00 |
| Zero Depth & Lazy River/2 Waterslides - 2 hour | \$445.00 | \$425.00 | \$425.00 | \$425.00 | \$425.00 | \$310.00 | \$310.00 | \$310.00 |
| Lap Pool & Lazy River/2 Waterslides - 2 hour | \$545.00 | \$525.00 | \$525.00 | \$525.00 | \$525.00 | \$370.00 | \$370.00 | \$370.00 |
| Lap Pool - 2 hour | \$345.00 | \$325.00 | \$325.00 | \$325.00 | \$325.00 | \$280.00 | \$280.00 | \$280.00 |
| Entire Facility-No Concessions Sold - 2 hour | \$645.00 | \$625.00 | \$625.00 | \$625.00 | \$625.00 | \$470.00 | \$470.00 | \$470.00 |
| Concessions Sold | | | | | | | | |
| Resident | \$35 per hour | \$35 per hour | \$25 per hour | \$25 per hour | \$25 per hour | \$25 per rental | \$25 per rental | \$25 per rental |

Cost - Programs that are listed, as cost will be charged on the basis of direct program costs excluding administration and office costs.

New programs will be charged a comparable fee to other similar activities.

Sponsor fee may change in some cases depending on the registration, program changes or sponsor charge.

** Summer Family Swim Pass - Resident & Non-Resident - Will be the fee listed for 1 adult & 4 or less children or 2 adults and 3 or less children . Each additional child in the family will be \$10.00. Implemented Spring 2012.

| | PROPOSED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 28, 2020 | APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 30, 2019 | APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 23, 2018 | APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 24, 2017 | APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 24, 2016 | APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 27, 2015 | APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 28, 2014 | APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 22, 2013 |
|---|---|---|---|---|---|---|---|---|
| RECREATION CENTER | | | | | | | | |
| Admission | | | | | | | | |
| Daily Resident | | | | | | | | |
| 12 Grade & Under | \$6.00 | \$6.00 | \$5.00 | \$5.00 | \$5.00 | \$5.00 | \$5.00 | \$4.50 |
| Adult | \$9.00 | \$9.00 | \$7.00 | \$7.00 | \$7.00 | \$7.00 | \$7.00 | \$6.50 |
| Senior Citizen | \$6.00 | \$6.00 | \$6.00 | \$6.00 | \$6.00 | \$6.00 | \$6.00 | \$5.50 |
| Holiday Special Event Admission | \$3.00 per person any age | \$3.00 per person any age | \$3.00 per person any age | \$3.00 per person any age | \$3.00 per person any age | \$3.00 per person any age | \$3.00 per person any age | \$4.00 per person any age |
| Daily Non-Resident | | | | | | | | |
| 12 Grade & Under | \$6.00 | \$6.00 | \$5.00 | \$9.00 | \$9.00 | \$9.00 | \$9.00 | \$9.00 |
| Adult | \$9.00 | \$9.00 | \$7.00 | \$9.00 | \$9.00 | \$9.00 | \$9.00 | \$9.00 |
| Senior Citizen | \$6.00 | \$6.00 | \$6.00 | \$8.00 | \$8.00 | \$8.00 | \$8.00 | \$8.00 |
| Resident Yearly Memberships** | | | | | | | | |
| Individual | | | | | | | | |
| 12 Grade & Under | \$115.00 | \$115.00 | \$90.00 | \$90.00 | \$90.00 | \$90.00 | \$90.00 | \$85.00 |
| Adult | \$175.00 | \$175.00 | \$145.00 | \$145.00 | \$145.00 | \$145.00 | \$145.00 | \$140.00 |
| Senior Citizen | \$155.00 | \$155.00 | \$130.00 | \$130.00 | \$130.00 | \$130.00 | \$130.00 | \$125.00 |
| Family | \$260.00 | \$260.00 | \$220.00 | \$220.00 | \$220.00 | \$220.00 | \$220.00 | \$210.00 |
| Non-Resident Yearly Memberships** | | | | | | | | |
| Individual | | | | | | | | |
| 12 Grade & Under | \$210.00 | \$210.00 | \$200.00 | \$200.00 | \$200.00 | \$200.00 | \$200.00 | \$200.00 |
| Adult | \$355.00 | \$355.00 | \$340.00 | \$340.00 | \$340.00 | \$340.00 | \$340.00 | \$340.00 |
| Senior Citizen | \$290.00 | \$290.00 | \$280.00 | \$280.00 | \$280.00 | \$280.00 | \$280.00 | \$280.00 |
| Family | \$465.00 | \$465.00 | \$450.00 | \$450.00 | \$450.00 | \$450.00 | \$450.00 | \$450.00 |
| 4 Month (May-August only) | | | | | | | | |
| Resident | | | | | | | | |
| 12 Grade & Under | \$57.50 | \$57.50 | \$45.00 | \$45.00 | \$45.00 | \$45.00 | \$45.00 | \$42.50 |
| Adult | \$85.00 | \$85.00 | \$72.50 | \$72.50 | \$72.50 | \$72.50 | \$72.50 | \$70.00 |
| Senior Citizen | \$77.50 | \$77.50 | \$65.00 | \$65.00 | \$65.00 | \$65.00 | \$65.00 | \$62.50 |
| Family | \$130.00 | \$130.00 | \$110.00 | \$110.00 | \$110.00 | \$110.00 | \$110.00 | \$105.00 |
| Non-Resident | | | | | | | | |
| 12 Grade & Under | \$105.00 | \$105.00 | \$100.00 | \$100.00 | \$100.00 | \$100.00 | \$100.00 | \$100.00 |
| Adult | \$177.50 | \$177.50 | \$170.00 | \$170.00 | \$170.00 | \$170.00 | \$170.00 | \$170.00 |
| Senior Citizen | \$145.00 | \$145.00 | \$140.00 | \$140.00 | \$140.00 | \$140.00 | \$140.00 | \$140.00 |
| Family | \$232.50 | \$232.50 | \$225.00 | \$225.00 | \$225.00 | \$225.00 | \$225.00 | \$225.00 |
| 20 Punch Card - Resident Only | | | | | | | | |
| 12 Grade & Under | \$58.00 | \$58.00 | \$45.00 | \$45.00 | \$45.00 | \$45.00 | \$45.00 | \$43.00 |
| Adult | \$85.00 | \$85.00 | \$73.00 | \$73.00 | \$73.00 | \$73.00 | \$73.00 | \$70.00 |
| Senior Citizen | \$78.00 | \$78.00 | \$65.00 | \$65.00 | \$65.00 | \$65.00 | \$65.00 | \$63.00 |
| 20 Punch Card - Non-Resident | | | | | | | | |
| 12 Grade & Under | \$140.00 | \$140.00 | \$130.00 | \$130.00 | \$130.00 | \$130.00 | \$130.00 | \$130.00 |
| Adult | \$140.00 | \$140.00 | \$130.00 | \$130.00 | \$130.00 | \$130.00 | \$130.00 | \$130.00 |
| Senior Citizen | \$120.00 | \$120.00 | \$110.00 | \$110.00 | \$110.00 | \$110.00 | \$110.00 | \$110.00 |
| Replace I.D. Card | \$9.00 | \$9.00 | \$7.00 | \$7.00 | \$7.00 | \$7.00 | \$7.00 | \$7.00 |
| Corporate Rate | | | | | | | | |
| Individual | \$235.00 | \$235.00 | \$200.00 | \$200.00 | \$200.00 | \$200.00 | \$200.00 | \$200.00 |
| Family | \$310.00 | \$310.00 | \$265.00 | \$265.00 | \$265.00 | \$265.00 | \$265.00 | \$265.00 |
| Racquetball | | | | | | | | |
| Drop in per hr/per court | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Reservation per hr/per court | \$2.00 | \$2.00 | \$2.00 | \$2.00 | \$2.00 | \$2.00 | \$2.00 | \$2.00 |
| 10 Punch Card | \$17.00-\$20.00 value | \$17.00-\$20.00 value | \$17.00-\$20.00 value | \$17.00-\$20.00 value | \$17.00-\$20.00 value | \$17.00-\$20.00 value | \$17.00-\$20.00 value | \$17.00-\$20.00 value |
| Child Care | | | | | | | | |
| 2 hour stay | \$3.00 | \$2.50 | \$2.50 | \$2.50 | \$2.50 | \$2.50 | \$2.50 | \$2.50 |
| 20 Punch Card | \$40.00 | \$40.00 | \$40.00 | \$40.00 | \$35.00 | \$35.00 | \$35.00 | \$35.00 |
| Rentals | | | | | | | | |
| Resident non-profit organizations | | | | | | | | |
| Entire facility with adequate approved adult supervision 1:20 ratio | | | | | | | | |
| Per hour | \$100.00 per hr | \$100.00 per hr | \$50.00 + s.c.* | \$50.00 + s.c.* | \$50.00 + s.c.* | \$50.00 + s.c.* | \$50.00 + s.c.* | \$100.00 + s.c.* |
| Each additional hour | N/A | N/A | N/A | N/A | N/A | N/A | N/A | \$25.00 + s.c.* |
| Maximum cost (12 hr. max) | N/A | N/A | N/A | N/A | N/A | N/A | N/A | \$200.00 + s.c.* |
| Meeting Room - per hour | \$10.00 | \$10.00 | \$10.00 | \$10.00 | \$10.00 | \$10.00 | \$10.00 | \$10.00 |
| 1st 2 hours | | | | | | | | |
| Each additional hour | | | | | | | | |
| Multi Purpose Room (1/2) | | | | | | | | |
| 1st hour | | | | | | | | |
| Each additional hour | | | | | | | | |
| Full Room - per hour | \$25.00 | \$25.00 | \$25.00 | \$25.00 | \$25.00 | \$25.00 | \$25.00 | \$25.00 |
| 1st hour | | | | | | | | |
| Each additional hour | | | | | | | | |
| Gym Rental | | | | | | | | |
| Fit Gym | \$35.00 + s.c.* | \$35.00 + s.c.* | \$35.00 + s.c.* | \$35.00 + s.c.* | \$35.00 + s.c.* | \$35.00 + s.c.* | \$35.00 + s.c.* | \$35.00 + s.c.* |
| 1/2 of Old Gym | \$35.00 + s.c.* | \$35.00 + s.c.* | \$35.00 + s.c.* | \$35.00 + s.c.* | \$35.00 + s.c.* | \$35.00 + s.c.* | \$35.00 + s.c.* | \$35.00 + s.c.* |
| All of Old Gym | \$70.00 + s.c.* | \$70.00 + s.c.* | \$70.00 + s.c.* | \$70.00 + s.c.* | \$70.00 + s.c.* | \$70.00 + s.c.* | \$70.00 + s.c.* | \$70.00 + s.c.* |
| Activity Room - per hour | \$25.00 + s.c.* | \$25.00 + s.c.* | \$25.00 + s.c.* | \$25.00 + s.c.* | \$25.00 + s.c.* | \$25.00 + s.c.* | \$25.00 + s.c.* | \$25.00 + s.c.* |
| * s.c. - Staff Cost (if needed) | \$25.00 | \$25.00 | \$25.00 | \$25.00 | \$25.00 | \$25.00 | \$25.00 | \$25.00 |

**Memberships include free towel usage and all drop-in fitness classes. Members as of April 30th, 2019 wanting to get a fitness pass would pay the difference between the old membership price and the new price.



MEMORANDUM

ADMINISTRATION DIVISION
2200 TECHNOLOGY PKWY
CEDAR FALLS, IOWA 50613
319-273-8629
FAX 319-273-8632

OPERATIONS AND
MAINTENANCE DIVISION
2200 TECHNOLOGY PKWY
319-273-8629
FAX 319-273-8632

TO: Honorable Mayor James P. Brown and City Council
FROM: Brian M. Heath, Oper./Maint. Division Manager *BMH*
DATE: December 4th, 2019
SUBJECT: Leaf Vacuum Truck Purchase

Quotations were solicited for the purchase of a Leaf Vacuum Truck. Leaf vacuum servicing is currently done with a trailer mounted vacuum unit that requires at least three employees to operate. This new unit will be more efficient and can be operated by one person from the cab of the truck. This equipment is being replaced in accordance with the Vehicle Replacement Program and will be funded from the Refuse Fund

The following is a summation of the quotations received:

| | |
|--------------------------------|--------------|
| Macqueen Equipment (Demo Unit) | \$198,842.96 |
| Xtreme Vac (Sourcewell) | \$204,942.38 |
| Macqueen Equipment (New Unit) | \$206,700.96 |

Comparable quotes were solicited for both a demonstrator unit and new equipment. The quote for the demonstrator from Macqueen Equipment did meet the City's requirements and was the lowest quote received. \$200,000.00 has been allocated in the Refuse Fund during FY20 for the purchase of this equipment.

Therefore, it is the recommendation of Public Works Department to pass a resolution authorizing the expenditure of funds in accordance with the Accounting Policies and Procedures and Purchasing Manual for the purchase of said equipment from Macqueen Equipment.

Please feel free to contact me if you have questions.

CC: Chase Schrage, Director of Public Works



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

MEMORANDUM

Information Technology Services Division

TO: Honorable Mayor Brown and City Council
FROM: Cory Hines, GIS Analyst
DATE: December 12, 2019
SUBJECT: Professional Services Agreement Aerial Photo Acquisition

Attached for your review and approval is a Professional Services Agreement with Aerial Services Inc. for the 2020 aerial photo acquisition. The Professional Services Agreement has been reviewed and approved by City Attorney Kevin Rogers. The cost to the City is \$15,450 to acquire overhead aerial imagery in the Spring of 2020.

The City received 2 quotes from 4 requests. Aerial Services Inc. was selected based on the specifications submitted and were the lowest total cost.

This agreement will provide the City:

- New high quality and resolution aerial imagery

The Finance and Business Department recommends that City Council adopt the following resolution:

1. Resolution approving and authorizing execution of a Professional Services Agreement by and between the City of Cedar Falls and Aerial Services Inc. for digital aerial imagery.

If the resolution is adopted by City Council on December 16th, 2019 the aerial imagery acquisition will take place in the early spring season with all deliverable products completed by September of 2020.

If you have any questions, please contact the Finance and Business Department.

Xc: Jennifer Rodenbeck, Director of Finance and Business Operations
 Julie Sorensen, Information Systems Manager
 Walter Ertz, Vice President, Aerial Services Inc.


DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

*Information Technology Services Division
 Phone: 319-273-8600 Fax: 319-273-8610*

PROFESSIONAL SERVICE AGREEMENT

**2020 Aerial Photography Acquisition
 Cedar Falls, Iowa
 City Project Number MC-000-3219**

This Agreement is made and entered by and between Aerial Service, Inc., 6315 Chancellor Dr, Cedar Falls, IA 50613, hereinafter referred to as "CONSULTANT" and City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa, hereinafter referred to as "CLIENT."

IN CONSIDERATION of the covenants hereinafter set forth, the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

CONSULTANT shall perform professional Services (the "Services") in connection with CLIENT's facilities in accordance with the Scope of Services set forth in Exhibit A attached hereto.

II. CONSULTANT'S RESPONSIBILITIES

CONSULTANT shall, subject to the terms and provisions of this Agreement:

- (a) Appoint one or more individuals who shall be authorized to act on behalf of CONSULTANT and with whom CLIENT may consult at all reasonable times, and whose instructions, requests, and decisions will be binding upon CONSULTANT as to all matters pertaining to this Agreement and the performance of the parties hereunder.
- (b) Use all reasonable efforts to complete the Services within the time period mutually agreed upon, except for reasons beyond its control, as set forth in Exhibit A.
- (c) Perform the Services in accordance with generally accepted professional engineering standards in existence at the time of performance of the Services. If during the two year period following the completion of Services, it is shown that there is an error in the Services solely as a result of CONSULTANT's failure to meet these standards, CONSULTANT shall re-perform such substandard Services as may be necessary to remedy such error at no cost to CLIENT. Since CONSULTANT has no control over local conditions, the cost of labor and materials, or over competitive bidding and market conditions, CONSULTANT does not guarantee the accuracy of any construction cost estimates as compared to contractor's bids or the actual cost to the CLIENT. CONSULTANT makes no other warranties either express or implied and the parties' rights, liabilities, responsibilities and remedies with respect to the quality of Services, including claims alleging negligence, breach of warranty and breach of contract, shall be exclusively those set forth herein.
- (d) CONSULTANT shall, if requested in writing by CLIENT, for the protection of CLIENT, require from all vendors and subcontractors from which CONSULTANT procures

equipment, materials or services for the project, guarantees with respect to such equipment, materials and services. All such guarantees shall be made available to CLIENT to the full extent of the terms thereof. CONSULTANT's liability with respect to such equipment, and materials obtained from vendors or services from subcontractors, shall be limited to procuring guarantees from such vendors or subcontractors and rendering all reasonable assistance to CLIENT for the purpose of enforcing the same.

- (e) CONSULTANT will be providing estimates of costs to the CLIENT covering an extended period of time. CONSULTANT does not have control over any such costs, including, but not limited to, costs of labor, material, equipment or services furnished by others or over competitive bidding, marketing or negotiating conditions, or construction contractors' methods of determining their prices. Accordingly, it is acknowledged and understood that any estimates, projections or opinions of probable project costs provided herein by CONSULTANT are estimates only, made on the basis of CONSULTANT's experience and represent CONSULTANT's reasonable judgment as a qualified professional. CONSULTANT does not guarantee that proposals, bids or actual project costs will not vary from the opinions of probable costs prepared by CONSULTANT, and the CLIENT waives any and all claims that it may have against CONSULTANT as a result of any such variance.

III. CLIENT'S RESPONSIBILITIES

CLIENT shall at such times as may be required for the successful and expeditious completion of the Services:

- (a) Provide all criteria and information as to CLIENT's requirements; obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the project; and designate a person with authority to act on CLIENT's behalf on all matters concerning the Services.
- (b) Furnish to CONSULTANT all existing studies, reports and other available data pertinent to the Services, and obtain additional reports, data and services as may be required for the project. CONSULTANT shall be entitled to rely upon all such information, data and the results of such other services in performing its Services hereunder.

IV. INSURANCE REQUIREMENTS FOR CONTRACTORS FOR THE CITY OF CEDAR FALLS

The provisions of the document entitled, "Insurance Requirements for Contractors for the City of Cedar Falls," dated December 13, 2011 as revised February 17, 2015 consisting of 12 pages, which are attached hereto, marked Exhibit B, are hereby made a part of this Agreement as if set out word for word herein.

CONSULTANT shall furnish to CLIENT a certificate or certificates of insurance containing all coverages, endorsements and other provisions required by the Insurance Requirements set forth in Exhibit B. In the event of any conflict between the provisions of Exhibit B and the other terms of this Agreement, the provisions of Exhibit B shall control.

CONSULTANT shall obtain and maintain an insurance policy or policies that meet the provisions set out in the Insurance Requirements for Contractors for the City of Cedar Falls, attached hereto and marked Exhibit B.

V. STANDARD TERMS AND CONDITIONS FOR CONTRACTS BETWEEN CONTRACTORS WHO PERFORM PROFESSIONAL SERVICES AND THE CITY OF CEDAR FALLS

The provisions of the documents entitled "Standard Terms and Conditions for Contracts Between Contractors Who Perform Professional Services and the City of Cedar Falls," consisting of two pages are incorporated into this Agreement by the Client and attached as Exhibit C.

VI. COMPENSATION AND TERMS OF PAYMENT

Total compensation is a not to exceed a fee of Fifteen Thousand–Four Hundred and Fifty Dollars (\$15,450.00).

CONSULTANT may bill the CLIENT monthly for services completed at the time of billing. CLIENT agrees to pay CONSULTANT the full amount of such invoice within thirty (30) days after receipt thereof. In the event CLIENT disputes any invoice item, CLIENT shall give CONSULTANT written notice of such disputed item within ten (10) days after receipt of invoice and shall pay to CONSULTANT the undisputed portion of the invoice according to the provisions hereof. CLIENT agrees to abide by any applicable statutory prompt pay provisions currently in effect.

VII. TERMINATION

CLIENT may, with or without cause, terminate the Services at any time upon fourteen (14) days written notice to CONSULTANT. The obligation to provide further Services under this Agreement may be terminated by either party upon fourteen (14) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, providing such defaulting party has not cured such failure, or, in the event of a non-monetary default, commenced reasonable actions to cure such failure. In either case, CONSULTANT will be paid for all expenses incurred and Services rendered to the date of the termination in accordance with compensation terms of Article VI.

VIII. OWNERSHIP OF DOCUMENTS

- (a) Sealed original drawings, specifications, final project specific calculations and other instruments of service which CONSULTANT prepares and delivers to CLIENT pursuant to this Agreement shall become the property of CLIENT when CONSULTANT has been compensated for Services rendered. CLIENT shall have the right to use such instruments of service solely for the purpose of the construction, operation and maintenance of the Facilities. Nothing contained in this paragraph shall be construed as limiting or depriving CONSULTANT of its rights to use its basic knowledge and skills to design or carry out other projects or work for itself or others, whether or not such other projects or work are similar to the work to be performed pursuant to this Agreement.
- (b) Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced and CONSULTANT makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings and the electronic files, the sealed drawings will govern.

X. INDEPENDENT CONTRACTOR

CONSULTANT shall be an independent contractor with respect to the Services to be performed hereunder. Neither CONSULTANT nor its subcontractors, nor the employees of either, shall be deemed to be the servants, employees, or agents of CLIENT.

XII. DISPUTE RESOLUTION

If a dispute arises out of, or relates to, the breach of this Agreement and if the dispute cannot be settled through negotiation, then the CONSULTANT and the CLIENT agree to submit the dispute to mediation. In the event CONSULTANT or the CLIENT desires to mediate any dispute, that party shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within 10 days of the receipt of such notice, such dispute shall be submitted for mediation in accordance with the procedures and rules of the American Arbitration Association (or any successor organization) then in effect. The deadline for submitting the dispute

to mediation can be changed if the parties mutually agree in writing to extend the time between receipt of notice and submission to mediation. The expenses of the mediator shall be shared 50 percent by CONSULTANT and 50 percent by the CLIENT. This requirement to seek mediation shall be a condition required before filing an action at law or in equity. However, prior to or during the negotiations or the mediation either party may initiate litigation that would otherwise be barred by a statute of limitations, and CONSULTANT may pursue any property liens or other rights it may have to obtain security for the payment of its invoices.

This Agreement shall be governed by the laws of the State of Iowa and any action at law or other judicial proceeding arising from this Agreement shall be instituted in Black Hawk County District Court, Waterloo, Iowa.

XIII. MISCELLANEOUS

- (a) This Agreement constitutes the entire agreement between the parties hereto and supersedes any oral or written representations, understandings, proposals, or communications heretofore entered into by or on account of the parties and may not be changed, modified, or amended except in writing signed by the parties hereto. In the event of any conflict between this contract document and any of the exhibits hereto, the terms and conditions of Exhibit C shall control. In the event of any conflict among the exhibits, Exhibit C shall control.
- (b) This Agreement shall be governed by the laws of the State of Iowa.
- (c) CONSULTANT may subcontract any portion of the Services to a subcontractor approved by CLIENT. In no case shall CLIENT's approval of any subcontract relieve CONSULTANT of any of its obligations under this Agreement.
- (d) In the event CLIENT uses a purchase order form to administer this Agreement, the use of such form shall be for convenience purposes only, and any typed provision in conflict with the terms of this Agreement and all preprinted terms and conditions contained in or on such forms shall be deemed stricken and null and void.
- (e) This Agreement gives no rights or benefits to anyone other than CLIENT and CONSULTANT and does not create any third party beneficiaries to the Agreement.
- (f) Except as may be explicitly set forth above, nothing contained in this Agreement or its exhibits limits the rights and remedies, including remedies related to damages, of either party that are available to either party under the law.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year written below.

APPROVED FOR CLIENT

APPROVED FOR CONSULTANT

By: _____

By: Walter E Ertz

Printed Name: James P. Brown

Printed Name: WALTER E ERTZ

Title: Mayor of Cedar Falls

Title: VICE PRESIDENT

Date: _____

Date: 12/12/2019



Aerial Services, Inc.
6315 Chancellor Dr.
Cedar Falls, IA 50613
319-277-0436 TEL

20 November 2019

ATTACHMENT A

ITEM 23.

Attn: Cory Hines
GIS Coordinator
City of Cedar Falls
220 Clay St
Cedar Falls, IA. 50613

RE: Cedar Falls, IA. 2020 Orthophotography Cost Proposal

Dear Cory,

Herewith is a copy of our cost proposal on the above referenced project. If you find our terms agreeable, please sign and return one copy of this proposal.

If you have any questions, please contact us.

Sincerely,

A handwritten signature in blue ink that reads 'Walter E. Ertz'.

Walter E. Ertz, CP, PS, GISP
Vice President

Encl.

Proposal for aerial mapping services covering: Cedar Falls, IA. 2020 Orthophotography Project.

1. Warranty. All work performed under this Agreement shall be in compliance with the National Map Accuracy Standards (NMAS) for Photogrammetric Compiled Maps. Standard use of photogrammetric compiled maps dictates that the maps be field checked as to their accuracies prior to use. Methods for testing photogrammetric maps are outlined in the "US Department of Transportation, Federal Highway Administration Reference Guide Outline Specifications for Aerial Surveys and Photogrammetric Methods for Highways" (dated 1968).

Any errors or omissions of data within the area mapped should be reported to Aerial Services, Inc. ("ASI"). If ASI receives no notification of errors or omissions within 60 days of receipt of the mapping, the mapping shall be considered as acceptable and approved by the client. THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, OR IMPLIED (INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.)

2. Contingencies. ASI shall not be deemed to have defaulted or failed to perform this agreement if ASI's inability to perform or default shall have been caused by an event or events beyond the control and without the fault of ASI, including, but not limited to federal, state or municipal action or regulation, acts of God or a public enemy, embargos, strikes, labor disputes, fire, flood, inclement weather, explosions, vandalism, civil riots or commotions, or the inability to procure necessary raw materials, supplies or equipment. The existence of such causes of delay shall justify the suspension of all work performed under this Agreement and shall extend the time of performance on ASI's part to the extent necessary to enable it to make delivery in the exercise of reasonable diligence after the causes of delay have been removed. However, in the event the existence of any such causes of delay make the performance of this Agreement impracticable, ASI may, without liability, be excused from the performance of this Agreement.

3. Limitation of Damages. In the event it is determined that ASI has breached this Agreement, the parties agree that damages shall be the difference at the time and place of acceptance between the value of the services and photographic products and/or mapping data accepted and the value they would have had if they had been as warranted. No claim shall be made for proximate damages of a different amount, nor may any recovery be had for incidental or consequential damages.

4. Client Property. Aerial Services, Inc. takes every reasonable precaution to protect client documents and property from damage or destruction. However, in the unlikely event that such damage or destruction would occur, Aerial Services is not responsible for the damages. For this reason, we require that our clients maintain adequate insurance to protect their property while it is in the possession of ASI. We may request proof of such insurance coverage.

5. Notices. All notices or other communications hereunder shall be given in writing and shall be deemed to be, if duly given or delivered or mailed, first class postage prepaid, to the addresses set forth in this Agreement, or to such other address as directed in writing.

6. Governing Law. The validity, interpretation, performance and enforcement of this Agreement shall be governed by the laws of Iowa. Each of the parties consents to the jurisdiction of the federal and state courts in Iowa in all matters relating to this Agreement. The prevailing party in any action to enforce this Agreement shall be entitled to reasonable attorney fees and costs.

7. Severability. If any term or provision of this Agreement or the application thereof to any circumstance shall, in any jurisdiction and to any extent, be invalid or unenforceable, such term or provision shall be ineffective as to such jurisdiction to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable such term or provision in any other jurisdiction, the remaining terms and provisions of this Agreement or the application of such terms and provisions to circumstances other than those as to which it is held invalid or enforceable.

8. Amendment and Waiver. Neither this Agreement nor any provision or provisions herein may be amended or waived except by a written amendment or new agreement executed by the parties.

9. Entire Agreement. In entering into and closing this Agreement, no party has relied or shall rely upon any promises, representations and warranties not expressed herein, and this Agreement expresses their entire agreement on the subject matter.

10. Electronic filing. It is our policy to keep the hard copy of this contract for 60 days. Thereafter, we will scan and store the contract electronically, and the hard copy of your file and all of its contents will be permanently destroyed without further notice to you. You may retrieve your file, including the hard copy of the contract, and all of its contents at any time during that 60-day period. If you desire to do so, please contact our office to make arrangements for the same.

Item 1.

TRUE COLOR DIGITAL AERIAL FLIGHT: Acquisition of True Color Digital Imagery for Cedar Falls, IA. will be completed by Aerial Services, Inc. Professional Staff in the spring of 2020. Aerial Services’ flight crews will obtain the aerial imagery only when the sun angle meets the specified condition (generally >30° of sun angle) and when the sky is clear, the ground and water bodies are free of snow, ice, haze, smoke, dust and cloud shadows, and deciduous trees are barren. The area of coverage will be 67 square miles. All collection will be completed in the shortest possible time given flight and weather conditions at the time of acquisition. Aerial Services will utilize a twin-engine or single engine aircraft outfitted with a high precision ADS80-SH82 mapping camera mounted on a PAV80 gyro-stabilized mount with Airborne GPS and Inertia Measurement Unit (IMU) technology. The imagery will be flown with an average forward overlap (FOL) of 100% and sidelap (SOL) of 30% for each flight line.



| Project Acquisition Parameters | |
|---------------------------------------|----|
| Project Area (square miles) | 67 |
| Ground Sample Distance (GSD) (inches) | 3 |

| Aerial Acquisition Parameters | |
|--|-------------------|
| Minimum Sun Angle | 30° |
| Approximate Acquisition Time (hours) | 2 |
| Flight Height (above ground level in feet) | 2700 |
| Maximum Ground Speed(knots) | 125 |
| Number of Flight Lines | 23 |
| Swath Width (feet) | 3000 |
| Sidelap | Not less than 30% |

Item 2.

GROUND CONTROL: Aerial Services, Inc. will be responsible to establish and GPS survey four (4) semi-permanent control points (as shown with red triangle in the figure below). The four new points will be tied into the existing City and County-wide network of GPS control points. Aerial Services will also locate and target Thirteen (13) existing ground control points listed on the map below (Black Hawk Co. and Cedar Falls Control Map). It is assumed that the horizontal datum will be completed on NAD83(NA2007) and NAVD88 vertical in US survey feet.

**Item 3.**

ANALYTICAL AERO-TRIANGULATION: Aero-triangulation will be accomplished under the supervision of a Certified Photogrammetrist utilizing a softcopy digital workstation.

Aerotriangulation (AT) is a rigorous mathematical procedure that determines the precise location and orientation of the aerial camera when the imagery is collected. These values are then used to accurately determine coordinate locations of features in the aerial imagery. Even though the sophisticated aerial cameras used by Aerial Services use ABGPS and IMU sensors that provide location and orientation of the imagery, AT is used to strengthen these values to produce a more accurate rectified ortho product.

The accuracy and efficiency of AT processes are enhanced when using aerial imagery taken with the ADS80 (SH82) camera system. This sensor provides strips of imagery with 100% forward overlap instead of the traditional frame-based cameras that use only 60% forward overlap. This means far fewer “images” are needed to cover a given project area using the ADS80 (SH82) than if a frame-based camera is used. An ADS sensor may acquire 8 strips of imagery compared to 100 frames of imagery with a frame-based sensor. Fewer images and the 100% forward overlap, with the ADS sensor, augment the benefits of AT especially when working on large project areas with uniform content like bodies of water, thick forest, or agricultural fields that introduce error and inefficiencies. The norm of Aerial Services’ AT residual values

are less than one pixel and ensures the AT solution will support the production of deliverables meeting the specified project accuracies. All AT results are reviewed by a Certified Photogrammetrist (CP). A “least square” bundle adjustment will be completed on the measured data with the use of Leica XPro Software.

Item 4.

TRUE COLOR DIGITAL ORTHOPHOTOGRAPHY AND TILE PRODUCTION

Aerial Services will utilize the newly flown 2020 color digital imagery and the results from the analytical aero-triangulation along with the existing City’s DTM/DEM or Iowa LiDAR surface to complete the orthorectification process.

The digital ortho-rectified images will be mosaicked into one seamless file using manually compiled seamlines. Once balanced, the mosaic will be cut to the City’s image tile schema.

All tiles will be reviewed for accurate coverage and quality (absence of smears, voids, etc.).

All tiles will be “butt spliced” and completely filled with image (no white space). The file names of the 3” pixel color ortho tiles will match the City’s existing cell naming convention. Each tile will be generated in un-compressed geographically referenced files which can be read and automatically displayed in the correct geographic location using ESRI’s ArcMAP® software. The color orthophoto tile files will be “true” geotiff format based on the standard TIFF image format with extra header tags used to store the image extents and projection system. The digital ortho images will be compiled to meet or exceed the existing ortho imagery’s accuracy.

Note: Several of the 33 targeted ground control points will be withheld from the AT solution and independently measured on the processed orthophotography. A report listing the deviation from the surveyed ground control coordinates and the ortho measurements will be delivered as a statement to expected accuracy of the project.

Orthophotography Process

Each element of Aerial Services’ production is integrated with quality control and quality assurance measures. Throughout production all work is tracked in the production database. The type, location, and author of each error identified is tracked. The database-driven production environment aides in early discovery and remediation of problems, and enhances the quality, accuracy, and timeliness of all deliverables.

Fundamental to orthophotography production is a digital elevation model (DEM) that accurately represents the surface of the earth. Whether a DEM is preexisting or specifically produced for the project, it is always evaluated prior to final orthorectification to ensure its quality and adequacy for supporting the project specifications. If the DEM requires editing of points or the addition of breaklines, the stereo imagery is utilized in a 3D environment to make the required updates. Typical DEM corrections made at this time include adding breaklines to properly define bridges and overpasses, and correcting points that will cause image smears and other common anomalies. Once these updates and checks are completed, orthorectification of the imagery is performed to ensure there are no major problems with the three primary inputs: aerial photography, AT, and the DEM. All observed issues are then logged in the production database and reviewed by a Certified Photogrammetrist.

Once the digital elevation model (DEM) quality has been verified, the final set of orthophotography is generated where edits or corrections were made. This final imagery is then reviewed again using the previous geospatial database of problems as an overlay. The locations of all previous issues are reviewed to ensure no artifacts or errors remain. In the unlikely event that any new problems are identified, the procedure remains the same to track, record and resolve.

Before the final mosaic of the project is created, a tonal balance of all the imagery in the area of interest (AOI) is completed (Figure 1). A Senior Image Analyst reviews the characteristics of the imagery and creates a global histogram necessary to adjust the overall tonal balance. Image strips are then color balanced to match adjacent strips and match the tones of the global mosaic. The imagery is corrected using the global histogram, so the final mosaic contains no visible tonal seams amongst the different acquisition windows within the projects' AOI.



Figure1: Raw ortho before balancing



Figure 2: Mosaic after applying seams and balance. Instead of many "frames" in each flight strip there is only a single "strip" using the Leica ADS80 sensor. This simplifies and improves the quality of the mosaic due to less seams.

After color balancing, the orthophotos are combined into a single orthophoto mosaic covering the AOI. "Seamlines" are digitized showing where the images are stitched together into the project mosaic (Figure 2). These seamlines are carefully placed to ensure linear features (e.g., roads, rivers, streams, and trails) are not displaced and that tonal "seams" are positioned to be aesthetically pleasing. Finally, the project-wide mosaic is created and "tiled", based upon a specified "tiling scheme". The tiles are each reviewed for clarity, contrast, shadow detail, and consistency. Additionally, the seamline shape file is overlaid on the tiles to ensure no undesirable artifacts were introduced by the seaming process.

from AT process) are overlaid on the orthophotos. Measurements of their position within the orthos are made and compared to the surveyed locations. The root mean square error (RMSE) for each measurement and the error for the entire project is recorded and summarized.

Item 5.

MRSID COMPRESSED, TONALLY BALANCED MOSAIC

Aerial Services will use LizardTech GeoExpress encoder to generate MrSID format (.sid/.sdw) compressed files. One City-Wide mosaic at 3" pixel will be produced. Aerial Services uses MrSID Generation 3 with a compression ratio of 20:1.

DELIVERABLES:

- 3" Pixel Resolution True Color (R,G,B) Tiled Orthophotography in TIFF/TFW file format
- City-Wide Ortho Mosaic (3" pixel ecw file for use in ArcMap)
- Accuracy Report
Meta Data (FGDC-STD-001-1998 standard)

ESTIMATED SCHEDULE

Kick-off Meeting: Within two weeks of the receipt of the executed contract. This meeting is designed to finalize specifications and any agreed to changes to the contract as originally written.

Flight: Spring 2020 leaf off, no snow, no standing water, optimal weather conditions and sun angle greater than 30°

Project Delivery: 120 days after flight (or negotiated at the kick-off meeting)

PROJECT PRICING

Project Total.....(Items 1 -5).....\$15,450

Note 1. This cost proposal is based upon a project area of 67 square miles. Should a smaller or larger area be requested, ASI reserves the right negotiate and adjust the final cost total.

Note 2. A charge of \$150 per hour will be assessed for each hour of time necessary to resolve any errors or other problems associated with the field control or data supplied by the client or its representative.

Note 3. All services will be billed as work progresses.

Note 4. Our terms are as follows: Net 30 days - 1.5% per month on all accounts over 30 days, \$3 minimum; unless otherwise specified by the client at time of contract.

CITY OF CEDAR FALLS, IOWA

Signature

Date: _____

Print Name

AERIAL SERVICES, INC.

Walter E. Ertz

Walter E. Ertz
Vice President
7 of 7

Date: December 12, 2019



Exhibit B

**2020 Aerial Photography Acquisition
Cedar Falls, Iowa
City Project Number MC-000-3219**

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)

ITEM 23.

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

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

| | | |
|--|--|--|
| PRODUCER PDCM Insurance P.O. Box 2597 Waterloo IA 50704 | CONTACT NAME: Lynette Sugden PHONE (A/C, No, Ext): 319-234-8888 FAX (A/C, No): 319-234-7702 E-MAIL ADDRESS: lsugden@pdc.com | |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED Aerial Services, Inc. Geospatial Technology Partners JV LLC 6315 Chancellor Drive Cedar Falls IA 50613-6919 | INSURER A : Nationwide Insurance (Allied) | |
| | INSURER B : * Starr Aviation | |
| | INSURER C : CNA Insurance Companies | |
| | INSURER D : | |
| | INSURER E : | |

COVERAGES **CERTIFICATE NUMBER:** 236709662 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|------------------|-------------------------|-------------------------|---|
| A | <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 type="checkbox"/> OTHER: | Y | Y | ACPGLO7113737724 | 6/4/2019 | 6/4/2020 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | ACPPA7113737724 | 6/4/2019 | 6/4/2020 | 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 <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0 | | | ACPCAA7113737724 | 6/4/2019 | 6/4/2020 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | 100000279707 | 6/22/2019 | 6/22/2020 | <input checked="" type="checkbox"/> PER-STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| C | Errors & Omissions | | | MCH276153538 | 6/22/2019 | 6/22/2020 | E&O Each Claim 2,000,000 E&O Agg per pol yr 2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 When required by a written contract, the City of Cedar Falls, its elected and appointed officials, its employees, its board, commission and/or authorities are listed as additional insured on the general liability and a waiver of subrogation is provided in favor of the City of Cedar Falls.

CERTIFICATE HOLDER**CANCELLATION**

City of Cedar Falls, Iowa, its elected and appointed officials, its employees, its board, commission and/or authorities
 220 Clay Street
 Cedar Falls IA 50613
 United States

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

492

Exhibit C

**2020 Aerial Photography Acquisition
Cedar Falls, Iowa
City Project Number MC-000-3219**

2/9/12

**STANDARD TERMS AND CONDITIONS FOR CONTRACTS BETWEEN
CONTRACTORS WHO PERFORM PROFESSIONAL SERVICES AND THE CITY OF
CEDAR FALLS**

This document outlines the Standard Terms and Conditions for all Contractors who perform work or services for the City of Cedar Falls under a contract. The term, "Contractor," as used in this document, includes an engineer, an architect, and any other design professional providing professional services to the City of Cedar Falls, Iowa, under a contract (but excludes construction contractors).

1. This Contract may not be modified or amended except by a writing signed by an authorized representative of the City of Cedar Falls and of the Contractor.
2. Time is of the essence of this Contract.
3. Contractor shall be an independent contractor with respect to the services to be performed under this Contract. Neither Contractor nor its subcontractors, agents, or employees, shall be deemed to be employees or agents of the City.
4. Contractor shall perform all duties in accordance with all applicable federal, state and local laws and regulations.
5. If Contractor breaches this Contract, the City shall have all remedies available to it at law or in equity.
6. Severability. If any provision of this Contract is declared invalid, illegal, or incapable of being enforced by any court of competent jurisdiction, all of the remaining provisions of this Contract shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.
7. Assignment. Contractor may not assign this Contract or any of its rights or obligations hereunder, without the prior written consent of the City, which consent may be withheld in the sole and absolute discretion of the City.
8. Survival of Obligations. All obligations and duties which by their nature extend beyond the term of this Contract shall survive the expiration or termination of this Contract.

9. Governing Law; Jurisdiction; Venue and Trial. This Contract shall be construed in accordance with, and all disputes hereunder shall be governed by, the laws of the State of Iowa, excluding its conflicts of law rules. The parties hereto agree that the exclusive jurisdiction and venue shall be in the Iowa District Court for Black Hawk County, and in no other jurisdiction or location, and shall not be removed to federal court. The parties hereby agree to waive the right to trial by jury and agree to submit all disputes to a trial by judge alone. The parties agree that no disputes under this Contract shall be submitted to binding arbitration, but may be submitted to mediation by mutual consent of both parties.

10. Any failure of Contractor to comply with the Insurance Requirements for Contractors for the City of Cedar Falls set forth on Attachment A, shall constitute a default under this Contract.

11. Attorneys' Fees. In the event of litigation, the City shall under no circumstances be obligated for payment of any attorneys' fees of Contractor or any other party, arising out of such litigation.

12. Payment. Payment of Contractor's invoices shall be due no sooner than thirty (30) days from the date of invoice. In the event any invoices are not paid within thirty (30) days, the City shall pay interest thereon at the rate provided for by Section 668.13(3), Code of Iowa, computed monthly.

13. The City shall not be obligated to maintain confidentiality of Contractor documents or records that are furnished to the City if such documents are public records under the Iowa Open Records Law, Chapter 22, Code of Iowa, and the City shall have no responsibility to Contractor for disclosure of such records.

14. Under no circumstances shall the City waive any damages against the Contractor or any other party arising out of any breach of this Contract, whether consequential, indirect, special, or punitive damages.

15. Under no circumstances shall the Contractor's liability to the City be limited to any specific amount or sum, whether that amount is the compensation paid by the City to the Contractor under this Contract, or the dollar amount of coverage provided for in the Insurance Requirements for Contractors for the City of Cedar Falls, Attachment A.

16. No waiver of the City's subrogation rights against the Contractor or any other party shall conflict with the provisions of the City Insurance Requirements, Attachment A.

17. Limitations Period. There shall be no limitation, except as provided for by Iowa law, on the period of time within which the City may make any claim against the Contractor or other party under the provisions of this Contract.

18. This Contract shall not be binding on the City unless and until approved by the City Council of the City at a duly constituted meeting, and signed by the Mayor and City Clerk of the City.

19. Warranties. Contractor represents and warrants that all services furnished to the City under this Contract shall be furnished in a skilled and workmanlike manner, in accordance with the degree of skill and care that is required by current, good and sound practices applicable to the Contractor's industry or profession, and as otherwise required by applicable law.

20. Force Majeure. Neither party to this Contract shall be liable to the other party for delays in performing the services, or for the direct or indirect cost resulting from such delays, that may result from acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party. Each party will take reasonable steps to mitigate the impact of any force majeure.



ADMINISTRATION

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

MEMORANDUM

TO: Honorable Mayor James P. Brown and City Council
FROM: Shane Graham, Economic Development Coordinator
DATE: December 9, 2019
SUBJECT: Standard Distribution Co. – Acceptance of Deed and Supplement to Agreement for Private Development

On September 18, 2017, City Council approved an Agreement for Private Development with Standard Distribution Co. to construct a 53,000 square foot warehouse addition to their existing 285,000 square foot facility located at 317 Savannah Park Road in the Cedar Falls Industrial Park. In addition to constructing the building addition, Standard Distribution Co. also acquired a 3.16 acre lot from the City across the street from their facility in order to construct a new semi-truck parking lot. The terms of the Agreement called for the City to donate the 3.16 acre lot to in exchange for the construction of the parking lot with a minimum assessed tax valuation of \$550,000.00.

The 53,000 square foot addition was completed by Standard Distribution Co. in 2018, which satisfies one part of the approved Agreement for Private Development. However, company officials have indicated that the parking lot project on the 3.16 acre lot will not move forward at this time, as they currently do not have a need for the additional parking area. Therefore, Standard Distribution Co. would like to deed the 3.16 acre lot back to the City at this time. If the lot is available in the future, Standard Distribution Co. may want to proceed with another building project on this lot, which at that time a new Agreement for Private Development would be considered by City Council.

Attached is a warranty deed to the 3.16 acre property that Standard Distribution Co. wishes to deed back to the City of Cedar Falls. Also attached is a Supplement to Agreement for Private Development, which was drafted by the developer's attorney and reviewed by the City Attorney. This document releases the obligation for the developer to construct the parking lot on the 3.16 acre property while maintaining all other terms and conditions of the Agreement for Private Development. A title opinion for the property has also been provided, which finds that the property to be deeded back to the City will be done so free and clear of any liens or encumbrances.

It is recommended that City Council accept the Warranty Deed from Standard Distribution Co., and approve the Supplement to Agreement for Private Development with Standard Distribution Co.

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

xc: Ron Gaines, P.E., City Administrator
 Kevin Rogers, City Attorney



Standard Distribution Co.
 317 Savannah Park Rd
 53,000 Sq Ft
 Warehouse Addition

ITEM 24.

Enterprise Dr

Blackhawk Ln

53,000 SF Addition
 Completed in 2018

Standard Distribution Co.

Nordic Dr

Savannah Park Rd

Lot Deeded to Standard Distribution in
 2017 That They are Deeding Back to City

Chancellor D

Shawnee Rd

Performance Dr

497

**WARRANTY DEED
(CORPORATE GRANTOR)
Recorder's Cover Sheet**

Preparer Information:

Mark S. Rolinger, 415 Clay Street, PO Box 627, Cedar Falls, Iowa 50613
Phone: (319) 277-6830

Taxpayer Information:

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

Return Document To:

Mark S. Rolinger, 415 Clay Street, PO Box 627, Cedar Falls, Iowa 50613

Grantors:

Standard Distribution Co.
David Poe
Stanley Poe

Grantees:

City of Cedar Falls, Iowa

Legal Description: See Page 2

Document or instrument number of previously recorded documents: _____



**WARRANTY DEED
(Corporate Grantor)**

For the consideration of One Dollar and other valuable consideration, Standard Distribution Co., a corporation organized and existing under the laws of Iowa does hereby convey to City of Cedar Falls, Iowa the following described real estate in Black Hawk County, Iowa:

Lot 4, Cedar Falls Industrial Park, Phase VI in the City of Cedar Falls, Black Hawk County, Iowa, except the East 220 feet thereof.

EXEMPT INSTRUMENT: Transfer without actual consideration under Section 428A.2(21), Code of Iowa. Consideration being \$500.00 or less, no transfer stamps, Declaration of Value or Groundwater Hazard Statement required.

The corporation hereby covenants with grantees, and successors in interest, that it holds the real estate by title in fee simple; that it has good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances, except as may be above stated; and it covenants to warrant and defend the real estate against the lawful claims of all persons, except as may be above stated.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, according to the context.

Dated: 12/4/2019

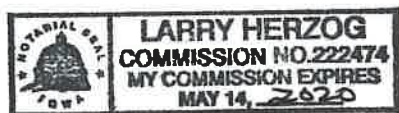
Standard Distribution Co., an Iowa corporation

By David Poe
David Poe, President

By Stanley Poe
Stanley Poe, Secretary

STATE OF IOWA, COUNTY OF BLACK HAWK

This record was acknowledged before me on 12/4/2019, by David Poe, as President, and Stanley Poe, as secretary, of Standard Distribution Co.



Larry Herzog
Signature of Notary Public

SUPPLEMENT TO
AGREEMENT FOR PRIVATE DEVELOPMENT

THIS SUPPLEMENT TO AGREEMENT FOR PRIVATE DEVELOPMENT, is made and entered into this ____ day of _____, 20__, by and between the CITY OF CEDAR FALLS, IOWA, a municipality (hereinafter called "City"), established pursuant to the Code of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2019 (Chapter 403 hereinafter called "Urban Renewal Act"); and STANDARD DISTRIBUTION CO., (hereinafter called the "Developer"), an Iowa corporation having its principal place of business at 1109 Viking Road, Cedar Falls, Iowa 50613, and authorized to do business in Iowa.

WITNESSETH:

WHEREAS, City and Developer entered into an Agreement for Private Development dated September 18th, 2017; and

WHEREAS, capitalized terms in this Supplement to Agreement for Private Development shall have the same meaning the capitalized terms were given in the Agreement for Private Development; and

WHEREAS, the Developer has elected not to complete the Minimum Improvements on the Development Property; and

WHEREAS, the Developer has completed the Additional Minimum Improvements on the Additional Development Property; and

WHEREAS, the City has requested that Developer re-convey the Development Property to the City based on Developer's failure to complete the Minimum Improvements on the Development Property; and

WHEREAS, the Parties are entering into this Supplement to the Agreement for Private Development for the purpose of confirming the resolution of all issues arising out of the Developer's failure to complete the Minimum Improvements on the Development Property.

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

1. The Parties hereby confirm that Developer failed to complete the Minimum Improvements on the Development Property.
2. The Parties hereby confirm that Developer did complete the Additional Minimum Improvements on the Additional Development Property.
3. City hereby acknowledges receipt of a Warranty Deed for the Development Property from the Developer and a title opinion from Developer's legal counsel confirming marketable title in Developer in full satisfaction of Developer's obligation to City for its failure to complete the Minimum Improvements on the Development Property.
4. City hereby confirms that Developer has satisfied all of its obligations pursuant to the Agreement for Private Development with respect to the construction of the Additional Minimum Improvements on the Additional Development Property.
5. City hereby discharges Developer from any and all further obligations with respect to the construction of Minimum Improvements on the Development Property. City acknowledges receipt of an updated abstract of title for the Development Property and a title opinion showing Developer holds marketable title to the Development Property free and clear of any liens or encumbrances.
6. Developer hereby confirms that it will pay any and all recording fees to record the Warranty Deed conveying the Development Property to City and this Supplement to Agreement for Private Development and the City Council Resolution approving it. Developer also confirms that it will satisfy any obligation to pay any and all general property taxes or special assessments, if any, due or to become due with respect to the Development Property which accrue on or after January 1, 2019 through the date on which the Development Property is conveyed to the City of Cedar Falls, but no later than December 31, 2019.
7. Subject to Developer complying with the provisions of paragraph 6 above, City hereby waives any entitlement to reimbursement for costs or expenses arising out of Developer's failure to complete the Minimum Improvements on the Development Property.
8. City and Developer hereby confirm that the Agreement for Private Development remains in effect and remains binding upon the City and Developer solely with respect to the Additional Minimum Improvements completed by Developer on the Additional Development Property.
9. City and Developer hereby confirm that Minimum Assessment Agreement dated September 18, 2017 and filed October 12, 2017 as Doc. #2018-00006551 is rendered null and void by this Supplement to Development Agreement.

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

(SEAL)

CITY OF CEDAR FALLS, IOWA

By: _____
James P. Brown, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, CMC, City Clerk

STANDARD DISTRIBUTION CO.
an Iowa corporation

By: David Poe
David Poe, President

By: Stanley Poe
Stanley Poe, Secretary

DEVELOPER

STATE OF IOWA, COUNTY OF BLACK HAWK ss.

This record was acknowledged before me on the _____ day of _____, 20__, by James P. Brown as Mayor, and Jacqueline Danielsen as City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for Black Hawk County, Iowa

STATE OF IOWA COUNTY OF BLACK HAWK, ss.

This record was acknowledged before me on the 10th day of December, 2019, by David Poe, President and Stanley Poe, Secretary of Standard Distribution Co., an Iowa corporation.



A handwritten signature in black ink, appearing to read 'Larry Herzog', written over a horizontal line.

Notary Public in and for Black Hawk County, Iowa

**DEPARTMENT OF PUBLIC WORKS**

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor James P. Brown and City Council

FROM: Jon Fitch, Principal Engineer, PE

DATE: December 16, 2019

SUBJECT: Professional Services Agreement, Snyder & Associates, Inc.
Union Road Recreation Trail – 12th St to 27th St
Snyder & Associates
Project No. RT-000-3217

Please find attached Professional Services Agreement between the City of Cedar Falls and Snyder & Associates, Inc. that outlines the scope of services and costs for the Union Road Recreation Trail from 12th St to 27th St.

Request for Proposals were sent out to various engineering firms and ranked by a selection committee with various emphasis of focus. Snyder & Associates, Inc was the firm selected by selection committee. The enclosed agreement with Snyder & Associates, Inc provides for the design of this trail. The cost of this agreement is in the amount not to exceed \$56,250. Funding for this trail is through the Surface Transportation Block Grant (STBG) Programming Agreement with 80% funding through the grant and 20% Local Match. This project is included in the City of Cedar Falls' Capital Improvements Program.

The Department of Public Works requests your consideration and approval of this Agreement with Snyder & Associates, Inc. for the design of the Union Road Recreation Trail from 12th St to 27th St.

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

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


DEPARTMENT OF COMMUNITY DEVELOPMENT

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

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

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

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

PROFESSIONAL SERVICE AGREEMENT

Union Road Recreation Trail – 12th St to 27th St Project
Cedar Falls, Iowa
City Project Number: RT-000-3217

This Agreement is made and entered by and between Snyder & Associates, Inc., an Iowa corporation, hereinafter referred to as "CONSULTANT" and City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa, hereinafter referred to as "CLIENT."

IN CONSIDERATION of the covenants hereinafter set forth, the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

CONSULTANT shall perform professional Services (the "Services") in connection with CLIENT's facilities in accordance with the Scope of Services set forth in Exhibit A attached hereto.

II. CONSULTANT'S RESPONSIBILITIES

CONSULTANT shall, subject to the terms and provisions of this Agreement:

- (a) Appoint one or more individuals who shall be authorized to act on behalf of CONSULTANT and with whom CLIENT may consult at all reasonable times, and whose instructions, requests, and decisions will be binding upon CONSULTANT as to all matters pertaining to this Agreement and the performance of the parties hereunder.
- (b) Use all reasonable efforts to complete the Services within the time period mutually agreed upon, except for reasons beyond its control, as set forth in Exhibit A.
- (c) Perform the Services in accordance with generally accepted professional engineering standards in existence at the time of performance of the Services. If during the two year period following the completion of Services, it is shown that there is an error in the Services solely as a result of CONSULTANT's failure to meet these standards, CONSULTANT shall re-perform such substandard Services as may be necessary to remedy such error at no cost to CLIENT. Since CONSULTANT has no control over local conditions, the cost of labor and materials, or over competitive bidding and market conditions, CONSULTANT does not guarantee the accuracy of any construction cost estimates as compared to contractor's bids or the actual cost to the CLIENT. CONSULTANT makes no other warranties either express or implied and the parties' rights, liabilities, responsibilities and remedies with respect to the

quality of Services, including claims alleging negligence, breach of warranty and breach of contract, shall be exclusively those set forth herein.

- (d) CONSULTANT shall, if requested in writing by CLIENT, for the protection of CLIENT, require from all vendors and subcontractors from which CONSULTANT procures equipment, materials or services for the project, guarantees with respect to such equipment, materials and services. All such guarantees shall be made available to CLIENT to the full extent of the terms thereof. CONSULTANT's liability with respect to such equipment, and materials obtained from vendors or services from subcontractors, shall be limited to procuring guarantees from such vendors or subcontractors and rendering all reasonable assistance to CLIENT for the purpose of enforcing the same.
- (e) CONSULTANT will be providing estimates of costs to the CLIENT covering an extended period of time. CONSULTANT does not have control over any such costs, including, but not limited to, costs of labor, material, equipment or services furnished by others or over competitive bidding, marketing or negotiating conditions, or construction contractors' methods of determining their prices. Accordingly, it is acknowledged and understood that any estimates, projections or opinions of probable project costs provided herein by CONSULTANT are estimates only, made on the basis of CONSULTANT's experience and represent CONSULTANT's reasonable judgment as a qualified professional. CONSULTANT does not guarantee that proposals, bids or actual project costs will not vary from the opinions of probable costs prepared by CONSULTANT, and the CLIENT waives any and all claims that it may have against CONSULTANT as a result of any such variance.

III. **CLIENT'S RESPONSIBILITIES**

CLIENT shall at such times as may be required for the successful and expeditious completion of the Services:

- (a) Provide all criteria and information as to CLIENT's requirements; obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the project; and designate a person with authority to act on CLIENT's behalf on all matters concerning the Services.
- (b) Furnish to CONSULTANT all existing studies, reports and other available data pertinent to the Services, and obtain additional reports, data and services as may be required for the project. CONSULTANT shall be entitled to rely upon all such information, data and the results of such other services in performing its Services hereunder.

IV. **INSURANCE REQUIREMENTS FOR CONTRACTORS FOR THE CITY OF CEDAR FALLS**

The provisions of the document entitled, "Insurance Requirements for Contractors for the City of Cedar Falls," dated December 13, 2011 as revised January 31, 2017 consisting of 11 pages, which are attached hereto, marked Exhibit B, are hereby made a part of this Agreement as if set out word for word herein.

CONSULTANT shall furnish to CLIENT a certificate or certificates of insurance containing all coverages, endorsements and other provisions required by the Insurance Requirements set forth in Exhibit B. In the event of any conflict between the provisions of Exhibit B and the other terms of this Agreement, the provisions of Exhibit B shall control.

CONSULTANT shall obtain and maintain an insurance policy or policies that meet the provisions set out in the Insurance Requirements for Contractors for the City of Cedar Falls, attached hereto and marked Exhibit B.

V. **STANDARD TERMS AND CONDITIONS FOR CONTRACTS BETWEEN CONTRACTORS WHO PERFORM PROFESSIONAL SERVICES AND THE CITY OF CEDAR FALLS**

The provisions of the documents entitled "Standard Terms and Conditions for Contracts Between Contractors Who Perform Professional Services and the City of Cedar Falls," consisting of two pages are incorporated into this Agreement by the Client and attached as Exhibit C.

VI. **COMPENSATION AND TERMS OF PAYMENT**

Compensation for the services shall be on an hourly basis in accordance with the hourly fees and other direct expenses in effect at the time the services are performed. Total compensation is a not to exceed a fee of fifty-six thousand two hundred fifty dollars (\$56,250).

CONSULTANT may bill the CLIENT monthly for services completed at the time of billing. CLIENT agrees to pay CONSULTANT the full amount of such invoice within thirty (30) days after receipt thereof. In the event CLIENT disputes any invoice item, CLIENT shall give CONSULTANT written notice of such disputed item within ten (10) days after receipt of invoice and shall pay to CONSULTANT the undisputed portion of the invoice according to the provisions hereof. CLIENT agrees to abide by any applicable statutory prompt pay provisions currently in effect.

VII. **TERMINATION**

CLIENT may, with or without cause, terminate the Services at any time upon fourteen (14) days written notice to CONSULTANT. The obligation to provide further Services under this Agreement may be terminated by either party upon fourteen (14) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, providing such defaulting party has not cured such failure, or, in the event of a non-monetary default, commenced reasonable actions to cure such failure. In either case, CONSULTANT will be paid for all expenses incurred and Services rendered to the date of the termination in accordance with compensation terms of Article VI.

VIII. **OWNERSHIP OF DOCUMENTS**

(a) Sealed original drawings, specifications, final project specific calculations and other instruments of service which CONSULTANT prepares and delivers to CLIENT pursuant to this Agreement shall become the property of CLIENT when CONSULTANT has been compensated for Services rendered. CLIENT shall have the right to use such instruments of service solely for the purpose of the construction, operation and maintenance of the Facilities. Nothing contained in this paragraph shall be construed as limiting or depriving CONSULTANT of its rights to use its basic knowledge and skills to design or carry out other projects or work for itself or others, whether or not such other projects or work are similar to the work to be performed pursuant to this Agreement. CONSULTANT shall not be liable for any unauthorized reuse or modification of its work product.

(b) Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced and CONSULTANT makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings and the electronic files, the sealed drawings will govern.

IX. **MEANS AND METHODS**

- (a) CONSULTANT shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety measures and programs including enforcement of Federal and State safety requirements, in connection with construction work performed by CLIENT's construction contractors. Nor shall CONSULTANT be responsible for the supervision of CLIENT's construction contractors, subcontractors or of any of their employees, agents and representatives of such contractors; or for inspecting machinery, construction equipment and tools used and employed by contractors and subcontractors on CLIENT's construction projects and shall not have the right to stop or reject work without the thorough evaluation and approval of the CLIENT. In no event shall CONSULTANT be liable for the acts or omissions of CLIENT's construction contractors, subcontractors or any persons or entities performing any of the construction work, or for the failure of any of them to carry out construction work under contracts with CLIENT.

X. INDEPENDENT CONTRACTOR

CONSULTANT shall be an independent contractor with respect to the Services to be performed hereunder. Neither CONSULTANT nor its subcontractors, nor the employees of either, shall be deemed to be the servants, employees, or agents of CLIENT.

XI. PRE-EXISTING CONDITIONS

Anything herein to the contrary notwithstanding, CONSULTANT shall have no legal responsibility or liability for any and all pre-existing contamination. "Pre-existing contamination" is any hazardous or toxic substance present at the site or sites concerned which was not brought onto such site or sites by CONSULTANT. CLIENT agrees to release CONSULTANT from and against any and all liability to the CLIENT which may in any manner arise in any way directly or indirectly caused by such pre-existing contamination except if such liability arises from CONSULTANT's sole negligence or willful misconduct.

CLIENT shall, at CLIENT's sole expense and risk, arrange for handling, storage, transportation, treatment and delivery for disposal of pre-existing contamination. CLIENT shall be solely responsible for obtaining a disposal site for such material. CLIENT shall look to the disposal facility and/or transporter for any responsibility or liability arising from improper disposal or transportation of such waste. CONSULTANT shall not have or exert any control over CLIENT in CLIENT's obligations or responsibilities as a generator in the storage, transportation, treatment or disposal of any pre-existing contamination. CLIENT shall complete and execute any governmentally required forms relating to regulated activities including, but not limited to generation, storage, handling, treatment, transportation, or disposal of pre-existing contamination.

For CONSULTANT's Services requiring drilling, boring, excavation or soils sampling, CLIENT shall approve selection of the contractors to perform such services, all site locations, and provide CONSULTANT with all necessary information regarding the presence of underground hazards, utilities, structures and conditions at the site.

XII. DISPUTE RESOLUTION

If a dispute arises out of, or relates to, the breach of this Agreement and if the dispute cannot be settled through negotiation, then the CONSULTANT and the CLIENT agree to submit the dispute to mediation. In the event CONSULTANT or the CLIENT desires to mediate any dispute, that party shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within 10 days of the receipt of such notice, such dispute shall be submitted for mediation in accordance with the procedures and rules of the American Arbitration Association (or any successor organization) then in effect. The deadline for submitting the dispute to mediation can be changed if the parties mutually agree in writing to extend the time between receipt of notice and submission to mediation. The expenses of the mediator shall be shared 50

percent by CONSULTANT and 50 percent by the CLIENT. This requirement to seek mediation shall be a condition required before filing an action at law or in equity. However, prior to or during the negotiations or the mediation either party may initiate litigation that would otherwise be barred by a statute of limitations, and CONSULTANT may pursue any property liens or other rights it may have to obtain security for the payment of its invoices.

This Agreement shall be governed by the laws of the State of Iowa and any action at law or other judicial proceeding arising from this Agreement shall be instituted in Black Hawk County District Court, Waterloo, Iowa.

XIII. MISCELLANEOUS

- (a) This Agreement constitutes the entire agreement between the parties hereto and supersedes any oral or written representations, understandings, proposals, or communications heretofore entered into by or on account of the parties and may not be changed, modified, or amended except in writing signed by the parties hereto. In the event of any conflict between this contract document and any of the exhibits hereto, the terms and conditions of Exhibit C shall control. In the event of any conflict among the exhibits, Exhibit C shall control.
- (b) This Agreement shall be governed by the laws of the State of Iowa.
- (c) CONSULTANT may subcontract any portion of the Services to a subcontractor approved by CLIENT. In no case shall CLIENT's approval of any subcontract relieve CONSULTANT of any of its obligations under this Agreement.
- (d) In the event CLIENT uses a purchase order form to administer this Agreement, the use of such form shall be for convenience purposes only, and any typed provision in conflict with the terms of this Agreement and all preprinted terms and conditions contained in or on such forms shall be deemed stricken and null and void.
- (e) This Agreement gives no rights or benefits to anyone other than CLIENT and CONSULTANT and does not create any third party beneficiaries to the Agreement.
- (f) Except as may be explicitly set forth above, nothing contained in this Agreement or its exhibits limits the rights and remedies, including remedies related to damages, of either party that are available to either party under the law.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year written below.

APPROVED FOR CLIENT

APPROVED FOR CONSULTANT

By: _____

By: Lindsay Beaman

Printed Name: James P. Brown

Printed Name: Lindsay Beaman, P.E.

Title: Mayor of Cedar Falls

Title: Cedar Rapids Business Unit Leader

Date: _____

Date: Dec 2, 2019

Exhibit A

Union Road Recreation Trail – 12th St to 27th St Project Cedar Falls, Iowa City Project Number: RT-000-3217

SCOPE OF SERVICES

The Scope of Services to be performed by the CONSULTANT shall include the services and supplies to complete the following tasks:

Objective: The CLIENT seeks to construct a paved multi-use trail paralleling Union Road on the east side of the street from 12th Street to 27th Street that would be a continuation of the trail completed north of West 12th Street. The project will include at-grade crossings of several private driveways and local streets that are both constructed and being constructed through development projects. Intersection pedestrian ramps and landings will be designed to comply with the Americans with Disabilities Act.

The CONSULTANT will perform survey and mapping, including right-of-way survey, and locate and document existing monuments; develop preliminary, check and final plans, and provide assistance to the CLIENT during the DOT letting phase of the Project. One (1) construction package shall be administered.

TASK A – CONTRACT MANAGEMENT

1.0 Project Administration

1.1 Monitoring Project Schedule

The CONSULTANT shall prepare and submit monthly email updates (1-page), outlining the following: activities during the reporting period, activities planned for the following month, problems encountered and recommended solutions, and overall Project status. If design work is not progressing in a manner to comply with the anticipated completion date, the CONSULTANT shall provide a brief summary of the actions to be taken to reduce or eliminate any delays in completing the design in accordance with the agreed upon schedule. The monthly update shall include a list of requested information from the CLIENT with a desired response date noted to avoid delay of the CONSULTANT's services.

1.2 Monitoring Project Scope

This includes task identification, scheduling, task assignment, and coordination with other members of the Project team. The CONSULTANT shall inform the CLIENT of any services required which may not be included in the scope of the design services contract approved by the CLIENT for this Project. It will be the responsibility of the CONSULTANT to make the CLIENT aware of any potential amendments to the

contract before the services are rendered. This notice must occur prior to any extra services being performed. Only those services approved by the CLIENT are eligible for compensation.

1.3 Project Management Team (PMT) Meetings

The CONSULTANT shall meet with the CLIENT, or its designated representative, to review progress and to discuss specific elements of the Project design. The meetings will also serve to establish schedules, develop Project goals, establish design parameters, promote a dialog between the various entities, improve the decision-making process, and expedite design development. The CONSULTANT shall keep documentation of all communications.

The following meetings are included with the scope of work:

1. Kickoff Meeting
2. Other Miscellaneous Design Meetings (2)

1.4 Quality Control Plan

The Consultant shall establish review and checking procedures for Project deliverables. The CONSULTANT shall be responsible for implementation of the plan.

1.5 Invoice Processing and Review

The CONSULTANT shall:

1. Create, process, and review invoices to ensure these meet CLIENT standards and all necessary information is included.
2. Coordinate with CLIENT staff as necessary and answer any questions.
3. Verify percent work complete on Project is in line with percent billed.

Includes all other general Project administration necessary to complete the Project.

2.0 Communication Plan

The CONSULTANT will implement a Project Communication Plan.

2.1 Property Owner Coordination – Public Meetings

The CONSULTANT will attend two (2) public informational meetings. The purpose of the meetings will be to provide a brief overview of the proposed improvements to the surrounding property owners/businesses and stakeholders, and a discussion of the improvement plan(s), as well as gather information on the concerns, priorities and specific issues of the adjacent property owners and other affected parties.

2.2 One-on-One Meetings

Meetings with individual property owners and the CONSULTANT are not included with this scope of services. If these services are deemed necessary by the

CONSULTANT and the CLIENT during the Project then these will be added by a supplemental agreement.

TASK B – DESIGN SURVEY, ENVIRONMENTAL AND OUTSIDE

1.0 Design Surveys

The CONSULTANT shall perform field and office tasks required to collect topographic information for the eastern side of Union Road for the anticipated trail alignment. The CLIENT shall provide aerial photographic and other available mapping, including utilities, of the Project area. The specific survey tasks to be performed include the following:

1.1 Control Surveys

The CONSULTANT will establish horizontal and vertical control for the Project area in accordance with industry standards. Each permanent control point or benchmark shall have horizontal coordinates or elevation, and shall provide monument tie notes including monument descriptions. Accurate descriptions of the horizontal control points and benchmarks will be created and recorded on the plan sheets. Horizontal control shall be in state-plane coordinates and vertical control per USGS datum. CONSULTANT shall provide sufficient control for construction. If it is determined by the CLIENT that control is insufficient, the CONSULTANT shall add control points.

1.2 Topographic Survey

The CONSULTANT will perform topographic surveys required for the development of the Project. Topographic surveys are anticipated to require detailed elevation information for proper construction installation, including, but not limited to:

1. Full width of the Public right-of-way
2. Private properties as determined by the CONSULTANT
3. Driveway elevations where rehabilitation presents elevation concerns
4. Gutter and/or roadway profiles as necessary for drainage concerns or ultimate roadway profile condition needs
5. Sidewalk ramps and landings within the public right-of-way
6. Fences, signs, buildings, retaining walls, etc.
7. Vegetation 4" diameter and larger
8. Utility appurtenances likely to be impacted by the Project
9. Sanitary and storm sewer above ground structures and invert elevations
10. Water main above ground appurtenances

1.3 Utility Surveys

Public and private utility facilities will be identified through the Iowa One Call process. The CONSULTANT shall perform utility surveys required for the development of the Project and shall establish coordinates and elevations (if possible) for utilities that fall within the limits of the Project and are visible.

This task consists of field survey indicating the location of utilities within the existing right-of-way for the Project. The CONSULTANT shall field locate visible valves and utility access within the Project limits to accurately account for adjustment and/or replacement. Underground utilities will be incorporated into the Project through map requests to the utility companies and drawn into the design file. Utilities include phone, gas, fiber optic, water main, overhead/underground electrical, sanitary sewer, storm sewer, and in-pavement traffic control equipment (including power poles, pedestals, valves and manholes).

To minimize potholing needs (refer to 1.4), CONSULTANT shall remove existing water main valve covers and measure from the surface to the valve stem to estimate water main depth.

1.4 Subsurface Utility Investigation

Subsurface Utility Investigation (i.e. potholing) is not included with this scope of services. If these services are deemed necessary by the CONSULTANT and the CLIENT during the Project then these will be added by a supplemental agreement.

1.5 Right-of-Way Surveys, Plats and Exhibits

The CONSULTANT shall determine the location of existing Right-of-Way (ROW) and identify property owners adjacent to the Project. This task consists of researching record documents at the City and County and locating existing monumentation (including, but not limited to, property pins, government corners, and other monuments) along the corridor. All found monuments shall be shown in contract drawings.

Acquisition documents are not included in this scope of services but may be added by supplemental agreement if deemed necessary.

2.0 Environmental Analysis

Environmental and Historical Field investigations are not included with this scope of services. If such services are deemed necessary they should be added by a supplemental agreement.

3.0 Concept Statement

The concept statement shall be submitted to IDOT prior to preliminary plan submittal. Environmental concurrence and NEPA approval is required before Check Plan submittal may occur. Conceptual routing of the trail alignment will be completed to determine if any easements or other impacts are necessary.

4.0 Outside Services

Outside services are not included with this scope of services. If such services are deemed necessary they should be added by a supplemental agreement.

TASK C – CONCEPTUAL ROUTING

1.0 Conceptual Alignments

Up to three (3) conceptual trail routing alternatives will be provided prior to preliminary plan development. Opinions of probable construction cost will be provided with each alternative for review. The CLIENT shall provide a written notice to proceed for the selected alignment before the CONSULTANT will commence detailed plan design.

TASK D – PLAN DESIGN DEVELOPMENT

1.0 Design Sheet Criteria

The Sheet Numbering System should generally follow Iowa DOT Design Manual Chapter 1, Section 1F-1, Plan Sheets – General Information for this Project.

2.0 Utility Coordination

Utility coordination includes correspondence with the utility company representatives during the preliminary and final design phases to identify conflicts, review of utility relocation plans prepared by the utility companies, and help facilitate a schedule with the CLIENT and utility companies to perform relocations prior to the PROJECT construction.

3.0 Preliminary Plans (50%)

3.1 Preliminary Plan Preparation

The CONSULTANT shall develop Preliminary Design Plans for an Iowa DOT Project letting. Upon completion, the design plans will be approximately 50% complete.

The following specific design items are to be included:

1. Layout of recreational trail, including ADA compliant ramps
2. Hydraulic analysis of storm water system and drainage ditches.
3. Drainage system and storm sewer routing layout
4. Refinement of property owner impacts: access, grading, impacted landscaping, trees, mailboxes, driveway concerns, etc.
5. Design Exceptions
6. Anticipated regulatory permit needs (e.g. NPDES)

Preliminary Plans shall be completed to provide the CLIENT the level of detail necessary to evaluate and budget for ultimate Project improvement goals including trail pavement length and routing, ADA sidewalk ramp compliance, and an understanding of property owner impacts.

3.2 Preliminary Opinion of Probable Construction Cost

The CONSULTANT shall prepare a preliminary opinion of probable construction cost for the Project. Preliminary cost estimates shall be based on representative major Project elements and based on recent bid information. Detailed quantity takeoffs will not be developed for the preliminary cost estimate.

3.3 Quality Control - Plan Set

Involve ongoing quality control input from the Project Team and the CONSULTANT's senior technical staff throughout the development of preliminary plans and documents for each Project segment. The CONSULTANT is responsible for making specific recommendations and ensuring that critical issues are discussed and resolved prior to submittal of the preliminary plan set to the PMT.

3.4 Deliverables

1. Iowa DOT Preliminary Plan Submittal
2. Cost Opinion

4.0 Check Plans (95%)

After written authorization of approval from the CLIENT of the Preliminary Plans, the CONSULTANT shall proceed with the development of Check Plans. Upon completion, the design plans will be approximately 95% complete. It is assumed that no geometric revisions to the trail design will occur after the start of the development of the Check Plans. Check Plans shall be completed in preparation of the letting.

4.1 Incorporate Comments from Intermediate Plan Review

The CONSULTANT will respond to comments resulting from the CLIENT's and IDOT plan review. Recommended modifications will be incorporated into the plan set.

4.2 Opinion of Probable Construction Cost

The CONSULTANT shall prepare an opinion of probable construction cost for the Project. The cost estimates shall be based on representative major Project elements and recent bid information.

4.3 Quality Control Review

Involve ongoing quality control input from the PMT and the CONSULTANT's senior technical staff throughout the development of Check Plans and documents for each Project segment including roadway and traffic phasing. The CONSULTANT is responsible for making specific recommendations and ensuring that critical issues

are discussed and resolved prior to submittal of the Check Plan set to the Project Team. Review the Check Plan set for technical accuracy, as well as for general constructability and conformance with the Project design criteria.

4.4 Deliverables

1. Iowa DOT Check Plan Submittal
2. Cost Opinion
3. Special Provisions
4. Notice of Intent and Public Notice for NPDES permit

5.0 Print Documents

After approval of the Check Plans by the CLIENT, the CONSULTANT shall proceed with the development of Final Plans for the Project. Upon completion, the design plans will be ready for Council approval and the DOT letting process.

5.1 Incorporate Comments from Check Plan Review

The CONSULTANT will respond to comments resulting from the Check Plan Review. Recommended modifications will be incorporated into the final plan set.

5.2 Opinion of Probable Construction Cost

The CONSULTANT shall prepare opinion of probable construction cost for the Project. Final cost opinion shall include all Project elements. Quantity takeoffs will be developed for the final cost estimate. Published cost opinion should be rounded to the nearest \$10,000.

5.3 Deliverables

1. Copies of Print Documents (Signed plans)
2. Cost Opinion
3. Project Development Certificate (PDC)
4. SWPPP Document
4. Permit Applications

TASK E – DOT Letting Services

1.0 Letting Services

The work tasks to be performed or coordinated by the CONSULTANT during the Bid Period Services are based on a single DOT bid letting and shall include the following:

1.1 Plan Clarification and Addenda

The Consultant shall assist during the bid periods in responding to questions provided from the DOT regarding the design intent. The Consultant shall address questions presented by the CLIENT and/or DOT and prepare addendum.

1.2 Recommendation of Award

The CONSULTANT shall review the bids for the Project following the letting and provide the CLIENT with recommendations of award regarding the construction contracts.

WORK SCHEDULE

This PROJECT, from design through the project letting period, shall be performed by the CONSULTANT in accordance with a schedule mutually developed by the CLIENT and the CONSULTANT. The milestone schedule shall generally be as follows and could be modified as the project progresses:

| | |
|---------------------------------|-------------------|
| Notice to Proceed | December 17, 2019 |
| Kick-off & Field Review Meeting | December 20, 2019 |
| Survey Completion | December 27, 2019 |
| Conceptual Alignment Complete | January 6, 2020 |
| Preliminary Plan Submittal | February 18, 2020 |
| Check Plan Submittal | March 17, 2020 |
| Print Doc Submittal | April 21, 2020 |
| Bid Letting | July 21, 2019 |

COMPENSATION AND TERMS OF PAYMENT

The CLIENT shall pay the CONSULTANT in accordance with the terms and conditions of the Agreement. Fees will be on the basis of the then current hourly rates and fixed expenses (current CONSULTANT Fee Schedule is included). Total fees shall not exceed the following unless Additional Services are added by a written change order, amendment, or supplemental agreement signed by both parties.

Estimated Budget Total: \$56,250

Acquisition documents to be completed, as needed, for an additional \$1,000 per plat.

**SNYDER & ASSOCIATES, INC.
 2019-20
 STANDARD FEE SCHEDULE**

| Billing Classification/Level | Billing Rate | |
|---|----------------------------------|-------|
| Professional | | |
| <i>Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way, Graphic Designer</i> | | |
| Principal II | \$208.00 | /hour |
| Principal I | \$197.00 | /hour |
| Senior | \$177.00 | /hour |
| VIII | \$163.00 | /hour |
| VII | \$155.00 | /hour |
| VI | \$148.00 | /hour |
| V | \$138.00 | /hour |
| IV | \$128.00 | /hour |
| III | \$116.00 | /hour |
| II | \$106.00 | /hour |
| I | \$93.00 | /hour |
| Technical | | |
| <i>Technicians--CADD, Survey, Construction Observation</i> | | |
| Lead | \$125.00 | /hour |
| Senior | \$119.00 | /hour |
| VIII | \$111.00 | /hour |
| VII | \$103.00 | /hour |
| VI | \$92.00 | /hour |
| V | \$82.00 | /hour |
| IV | \$76.00 | /hour |
| III | \$64.00 | /hour |
| II | \$56.00 | /hour |
| I | \$48.00 | /hour |
| Administrative | | |
| II | \$64.00 | /hour |
| I | \$52.00 | /hour |
| Reimbursables | | |
| Mileage | <i>Current IRS standard rate</i> | |
| Outside Services | <i>As Invoiced</i> | |

Exhibit B

**Union Road Recreation Trail – 12th St to 27th St Project
Cedar Falls, Iowa
City Project Number RT-000-3217**

Original 12/13/11
Revision 01/31/2017

**INSURANCE REQUIREMENTS FOR
CONTRACTORS FOR THE CITY OF CEDAR FALLS**

*** This document outlines the insurance requirements for all Contractors who perform work for the City of Cedar Falls. The term “contractor” as used in this document shall be defined as the general contractor, artisan contractor, or design contractor that will be performing work for the City of Cedar Falls under contract.

1. All policies of insurance required hereunder shall be with an insurer authorized by law to do business in Iowa. All insurance policies shall be companies satisfactory to the City and have a rating of A-, VII or better in the current A.M. Best Rating Guide.
2. All Certificates of Insurance required hereunder shall include the Cancellation & Material Change Endorsement. A copy of this endorsement is attached in Exhibit 1.
3. Contractor shall furnish a signed Certificate of Insurance to the City of Cedar Falls, Iowa for the coverage required in Exhibit 1. Such Certificates shall include copies of the following endorsements:
 - a) Commercial General Liability policy is primary and non-contributing
 - b) Commercial General Liability additional insured endorsement – See Exhibit 1
 - c) Governmental Immunities Endorsement – See Exhibit 1

Copies of additional insured endorsements, executed by an authorized representative from an Insurer duly authorized to transact business at the location of the jobsite, must be provided prior to the first payment.

Contractor shall, upon request by the City, provide Certificates of Insurance for all subcontractors and sub-sub contractors who perform work or services pursuant to the provisions of this contract.

4. Each certificate shall be submitted to the City of Cedar Falls.

5. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Cedar Falls. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.

6. Failure of the Contractor to maintain the required insurance shall constitute a default under this Contract, and at City's option, shall allow City to terminate this Contract for cause and/or purchase said insurance at Contractor's expense.

7. Contractor shall be required to carry the following minimum coverage/limits or greater, if required by law or other legal agreement; as per Exhibit 1:

- This coverage shall be written on an occurrence, not claims made form. All deviations or exclusions from the standard ISO commercial general liability form CG 001 shall be clearly identified and shall be subject to the review and approval of the City.
- Contractor shall maintain ongoing CGL coverage for at least 2 years following substantial completion of the Work to cover liability arising from the products-completed operations hazard and liability assumed under an insured contract.
- Governmental Immunity endorsement identical or equivalent to form attached.
- Additional Insured Requirement – See Exhibit 1.
The City of Cedar Falls, including all its elected and appointed officials, all its employees, its boards, commissions and/or authorities and their board members, employees shall be named as an additional insured on General Liability Policies for all classes of contractors.

Contractors shall include coverage for the City of Cedar Falls as an additional insured including ongoing and completed operations coverage equivalent to: ISO CG 20 10 07 04* and ISO CG 20 37 07 04**

* ISO CG 20 10 07 04 “Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization”

** ISO CG 20 37 07 04 “Additional Insured – Owners, Lessees or Contractors – Completed Operations”

8. Errors & Omissions: If the contract's scope of services includes design work or other professional services, then Contractor shall maintain insurance coverage for errors, omissions and other negligent acts or omissions (except for intentional acts or omissions), arising out of the professional services performed by Contractor. Contractor shall maintain continuous Errors & Omissions coverage for a period commencing no later than the date of the contract, and continuing for a period of no less than 2 years from the date of completion of all work completed or services performed under the contract. The limit of liability shall not be less than \$1,000,000.

9. Separation of Insured's Provision: If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

10. Limits: By requiring the insurance as set out in this Contract, City does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities provided to City in this Contract. The City will have the right at any time to require liability insurance greater than that otherwise specified in Exhibit 1. If required, the additional premium or premiums payable shall be added to the bid price.

11. Indemnification (Hold Harmless) Provision: To the fullest extent permitted by law, the Contractor agrees to defend (for all non-professional claims), indemnify, and hold harmless the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, and agents working on behalf of the City of Cedar Falls, Iowa against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for damages which may be asserted, claimed or recovered against or from the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, and agents working on behalf of the City of Cedar Falls, Iowa, including, but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property damages, which arises out of or is in any way connected or associated with the work and/or services provided by the Contractor to the City of Cedar Falls, Iowa pursuant to the provisions of this contract to the extent arising out of the errors, omissions or negligent acts of the Contractor, its agents, employees, subcontractors or others working on behalf of the Contractor. It is the intention of the parties that the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, and agents working on behalf of the City of Cedar Falls, Iowa shall not be liable or in any way responsible for the injury, damage, liability, loss or expense incurred by the Contractor, its officers, employees, subcontractors, and others affiliated with the Contractor due to accidents, mishaps, misconduct, negligence or injuries either in person or property resulting from the work and/or services performed by the Contractor

pursuant to the provisions of this contract, except for and to the extent caused by the negligence of the City of Cedar Falls, Iowa.

The Contractor expressly assumes full responsibility for damages or injuries which may result to any person or property by reason of or in connection with the work and/or services provided by the Contractor to the City of Cedar Falls, Iowa pursuant to this contract to the extent arising out of the errors, omissions or negligent acts of the Contractor, its agents, employees, subcontractors or others working on behalf of the Contractor, and agrees to pay the City of Cedar Falls, Iowa for all damages caused to the City of Cedar Falls, Iowa premises resulting from the work and/or services of the Contractor, its officers, employees, subcontractors, and others affiliated with the Contractor to the extent arising out of such errors, omissions or negligent acts.

The Contractor represents that its activities pursuant to the provisions of this contract will be performed and supervised by adequately trained and qualified personnel, and the Contractor will observe, and cause its officers, employees, subcontractors and others affiliated with the Contractor to observe all applicable safety rules.

12. Waiver of Subrogation: To the extent permitted by law, Contractor hereby releases the City of Cedar Falls, Iowa, its elected and appointed officials, its directors, employees, and agents working on behalf of the City of Cedar Falls, Iowa, from and against any and all liability or responsibility to the Contractor or anyone claiming through or under the Contractor by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty and for any loss due to bodily injury to Contractor's employees. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this contract or arising out of the work performed under this contract. The Contractor's policies of insurance (except for Professional Liability) shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the Contractor to recover thereunder.

Completion Checklist

- Certificate of Liability Insurance (2 pages)
- Additional Insured CG 20 10 07 04
- Additional Insured CG 20 37 07 04
- Governmental Immunities Endorsement

EXHIBIT 1 – INSURANCE SCHEDULE

General Liability (Occurrence Form Only):

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

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

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

Standard Workers Compensation

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

Umbrella: \$3,000,000

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

Errors & Omissions: \$1,000,000

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

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

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

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

1. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Cedar Falls, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Cedar Falls, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
3. Assertion of Government Immunity. The City of Cedar Falls, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Cedar Falls, Iowa.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Cedar Falls, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Cedar Falls, Iowa.

5. No Other Change in Policy. The insurance carrier and the City of Cedar Falls, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

CANCELLATION AND MATERIAL CHANGES ENDORSEMENT

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

| | |
|---|---|
| PRODUCER Your Insurance Agency 123 Main Street Anytown, IA 00000 | CONTACT NAME: |
| | PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: |
| INSURED Business Name 123 Main Street Anytown, IA 0000 | INSURER(S) AFFORDING COVERAGE NAIC # |
| | INSURER A : Carrier should reflect rating of A-, VIII or better |
| | INSURER B : |
| | INSURER C : |
| | INSURER D : |
| | INSURER E : |

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 WVR | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|-----------|--|-------------------------------------|-------------------------------------|---------------|-------------------------|-------------------------|--|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR 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 - COMPIOP 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) \$ \$ \$ \$1,000,000 |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$ | <input checked="" type="checkbox"/> | <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? <input type="checkbox"/> Y <input type="checkbox"/> N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below | N/A | <input checked="" type="checkbox"/> | Policy Number | 01/01/2015 | 01/01/2016 | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 |
| | Errors & Omissions | <input type="checkbox"/> | <input type="checkbox"/> | Policy Number | 01/01/2015 | 01/01/2016 | Each Occurrence \$1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers are an Additional Insured(s) on the general liability policy on a primary and non-contributory basis (CG2010 & CG2037). Governmental Immunities Endorsement including 30 Days Notice of Cancellation Included. Waiver of Subrogation under the Work Comp & Gen Liab.

| | |
|--|--|
| CERTIFICATE HOLDER City of Cedar Falls 220 Clay Street Cedar Falls, IA 50613 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|--|--|

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| |
|--|
| Name Of Additional Insured Person(s) Or Organization(s): |
| |
| Location(s) Of Covered Operations |
| |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

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

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

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

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

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

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

All terms and conditions of this policy apply unless modified by this endorsement.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| |
|--|
| Name Of Additional Insured Person(s) Or Organization(s): |
| |
| Location And Description Of Completed Operations |
| |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at

the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

All terms and conditions of this policy apply unless modified by this endorsement.

Exhibit C

**Union Road Recreation Trail – 12th St to 27th St Project
Cedar Falls, Iowa
City Project Number RT-000-3217**

2/9/12

**STANDARD TERMS AND CONDITIONS FOR CONTRACTS BETWEEN
CONTRACTORS WHO PERFORM PROFESSIONAL SERVICES AND THE CITY OF
CEDAR FALLS**

This document outlines the Standard Terms and Conditions for all Contractors who perform work or services for the City of Cedar Falls under a contract. The term, “Contractor,” as used in this document, includes an engineer, an architect, and any other design professional providing professional services to the City of Cedar Falls, Iowa, under a contract (but excludes construction contractors).

1. This Contract may not be modified or amended except by a writing signed by an authorized representative of the City of Cedar Falls and of the Contractor.
2. Time is of the essence of this Contract.
3. Contractor shall be an independent contractor with respect to the services to be performed under this Contract. Neither Contractor nor its subcontractors, agents, or employees, shall be deemed to be employees or agents of the City.
4. Contractor shall perform all duties in accordance with all applicable federal, state and local laws and regulations.
5. If Contractor breaches this Contract, the City shall have all remedies available to it at law or in equity.
6. Severability. If any provision of this Contract is declared invalid, illegal, or incapable of being enforced by any court of competent jurisdiction, all of the remaining provisions of this Contract shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.
7. Assignment. Contractor may not assign this Contract or any of its rights or obligations hereunder, without the prior written consent of the City, which consent may be withheld in the sole and absolute discretion of the City.
8. Survival of Obligations. All obligations and duties which by their nature extend beyond the term of this Contract shall survive the expiration or termination of this Contract.

9. Governing Law; Jurisdiction; Venue and Trial. This Contract shall be construed in accordance with, and all disputes hereunder shall be governed by, the laws of the State of Iowa, excluding its conflicts of law rules. The parties hereto agree that the exclusive jurisdiction and venue shall be in the Iowa District Court for Black Hawk County, and in no other jurisdiction or location, and shall not be removed to federal court. The parties hereby agree to waive the right to trial by jury and agree to submit all disputes to a trial by judge alone. The parties agree that no disputes under this Contract shall be submitted to binding arbitration, but may be submitted to mediation by mutual consent of both parties.

10. Any failure of Contractor to comply with the Insurance Requirements for Contractors for the City of Cedar Falls set forth on Attachment A, shall constitute a default under this Contract.

11. Attorneys' Fees. In the event of litigation, the City shall under no circumstances be obligated for payment of any attorneys' fees of Contractor or any other party, arising out of such litigation.

12. Payment. Payment of Contractor's invoices shall be due no sooner than thirty (30) days from the date of invoice. In the event any invoices are not paid within thirty (30) days, the City shall pay interest thereon at the rate provided for by Section 668.13(3), Code of Iowa, computed monthly.

13. The City shall not be obligated to maintain confidentiality of Contractor documents or records that are furnished to the City if such documents are public records under the Iowa Open Records Law, Chapter 22, Code of Iowa, and the City shall have no responsibility to Contractor for disclosure of such records.

14. Under no circumstances shall the City waive any damages against the Contractor or any other party arising out of any breach of this Contract, whether consequential, indirect, special, or punitive damages.

15. Under no circumstances shall the Contractor's liability to the City be limited to any specific amount or sum, whether that amount is the compensation paid by the City to the Contractor under this Contract, or the dollar amount of coverage provided for in the Insurance Requirements for Contractors for the City of Cedar Falls, Attachment A.

16. No waiver of the City's subrogation rights against the Contractor or any other party shall conflict with the provisions of the City Insurance Requirements, Attachment A.

17. Limitations Period. There shall be no limitation, except as provided for by Iowa law, on the period of time within which the City may make any claim against the Contractor or other party under the provisions of this Contract.

18. This Contract shall not be binding on the City unless and until approved by the City Council of the City at a duly constituted meeting, and signed by the Mayor and City Clerk of the City.

19. Warranties. Contractor represents and warrants that all services furnished to the City under this Contract shall be furnished in a skilled and workmanlike manner, in accordance with the degree of skill and care that is required by current, good and sound practices applicable to the Contractor's industry or profession, and as otherwise required by applicable law.

20. Force Majeure. Neither party to this Contract shall be liable to the other party for delays in performing the services, or for the direct or indirect cost resulting from such delays, that may result from acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party. Each party will take reasonable steps to mitigate the impact of any force majeure.



DEPARTMENT OF PUBLIC WORKS

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor James P. Brown and City Council

FROM: Jon Fitch, Principal Engineer, PE

DATE: December 16, 2019

SUBJECT: Professional Services Agreement, Snyder & Associates, Inc.
 2019 Engineering Services
 Supplemental Agreement No. 1B
 Downtown Streetscape and Reconstruction Project
 City Project No. RC-000-3180

Please find attached Supplemental Agreement No. 1B to the Professional Services Agreement between the City of Cedar Falls and Snyder & Associates, Inc. for 2019 Engineering Services. This agreement includes work from both Supplemental Agreements 1 and 5 before being combined into one project. This supplemental agreement includes the Electrical Design for improvements of circuits and wiring for both decorative lighting and street lights; Streetscaping adjacent to 302 Main Street building; replacement of an existing sanitary sewer along West 3rd St; extension of water main on 3rd Street to east of Main; demolition of existing steam tunnels at 301 E Main St and 112 W 3rd St; and abandoning existing stairwell leading into the basement of 226 Main St. In addition, the consultant will be required to provide minimal construction administration and attend up to eight site visits.

The City of Cedar Falls entered into a Professional Services Agreement with Snyder & Associates, Inc. for the Streetscape Project on December 17, 2018. The Supplemental Agreement #1B will utilize TIF-Downtown, Community Main Street, Black Hawk County Gaming Grant and Cedar Falls Utilities funding sources.

The Department of Public Works requests your consideration and approval of this Supplemental Agreement No. 1B with Snyder & Associates, Inc. for the additional design of the Downtown Streetscape and Reconstruction project.

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

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



DEPARTMENT OF PUBLIC WORKS

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

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

SUPPLEMENTAL AGREEMENT NO. 1B

**2019 Engineering Services
Cedar Falls, Iowa
Downtown Streetscape and Reconstruction Project
City Project Number RC-000-3180**

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

WHEREAS Supplemental Agreement 1 was approved on December 17, 2018 for a downtown streetscape project; and

WHEREAS, Supplemental Agreement 1A was approved on July 16, 2019 for additional streetscape services; and

WHEREAS, Supplemental Agreement 5 was approved on May 6, 2019 for the 2nd Street Reconstruction – Main to Washington Project (RC-036-3194) and for the 3rd Street Reconstruction – State to Washington Project (RC-039-3195); and

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

NOW THEREFORE, it is mutually agreed to amend the original Professional Services Agreement as follows:

I. SCOPE OF SERVICES

The Scope of Services and basis for Compensation derivation are as follows:

- A. Main Street Electrical Design and 302 Main Street Streetscaping
 1. The CONSULTANT shall complete the following additional preliminary design services.
 - a. Electrical improvements to the 100 and 200 blocks of Main Street on both the east and west sides of the street.
 - b. Electrical improvements include circuits for both decorative lighting electrical outlets (i.e. low power demand) and street lights.
 - c. Prepare a preliminary layout for the circuits along with power source locations.

- d. Topographic survey (e.g. site terrain grades and locations of existing above ground features) of the parkade area adjacent to 302 Main Street.
 - e. 302 Main Street streetscaping improvements include site demolition items, subdrain, and site layout improvements for the pavers.
 - f. Attend an additional review meeting for the preliminary design.
2. The CONSULTANT shall complete the following additional final design services and preparation of construction documents.
- a. Prepare final design and plans for improvements including street lighting and electrical notes, pertinent details and electrical conduit and wiring drawings, pavers, site amenities and project staging.
 - b. Coordination with the CLIENT and developer's representative for the 302 Main Street Development with regards to the streetscaping improvements.
 - c. Utility coordination.
 - d. ADA sidewalk design and sidewalk ramps (SE corner of Main and 3rd Streets).
 - e. Coordinate design and layout with Cedar Falls Utilities (CFU).
 - f. Incorporate pertinent information into the estimate reference information.
 - g. Incorporate CLIENT review comments into the project documents.
 - h. Provide updated final plans and specifications including the electrical improvements.
 - i. Provide clarifications as needed during the bid process.
- B. Supplemental Agreement No. 5 for the 2nd Street Reconstruction and 3rd Street Reconstruction Projects shall be revised as follows:
1. Replace Article I.E.2.d with: The existing sanitary sewer along West 3rd Street shall be removed and replaced with 12" diameter PVC SDR-26 sanitary sewer pipe. The existing sanitary sewer along West 2nd Street shall be protected except for the removal of the manhole near Sta. 53+33.
 2. Replace Article I.E.2.g with: The roadway reconstruction is anticipated to not extend into Washington and State Street intersections, and as such curb ramp and crosswalk replacements are not included with this design. The roadway reconstruction shall extend into the Main Street intersections with 2nd and 3rd Streets to replace water main and sanitary sewer, and as such crosswalk replacement and intersection pavement replacement are included with this design.
 3. Add Article I.E.2.k: The existing steam tunnels at 301 East Main Street and 112 West 3rd Street shall be removed with this project. The design services shall include field reviews, cost estimates, removal of the steam tunnel, and installing a new concrete wall and buttress walls for support to protect the existing adjacent building foundation from lateral loading.
 4. Add Article I.E.2.l: Only if directed to do so by the CLIENT in writing, the CONSULTANT will design and prepare plan sheets for abandoning the existing stairwell leading into the basement at 226 Main Street (True North building). The plan sheets will be incorporated into the project by addendum
 5. Modify Article I.F to increase the number of Project Management Team (PMT) meetings from five (5) to seven (7).

C. The CONSULTANT shall assist CLIENT Staff with preparation for and attend a pre-bid meeting prior to the project letting. The pre-bid meeting shall include providing a brief project summary, answering questions from the Contractor, and documenting the meeting discussions. Following the meeting the CONSULTANT shall prepare meeting minutes for inclusion in an addendum to the project.

D. Construction Services

1. Preconstruction Conference – The CONSULTANT shall coordinate with CLIENT Staff and conduct a preconstruction conference with the Contractor and CLIENT to review the contract requirements, details of construction, utility conflicts and work schedule prior to construction.
2. The CONSULTANT will be available by phone/video teleconferencing to discuss the project design with the CLIENT's project manager and the Contractor during the construction, at the CLIENT's request. Inquiries during the construction period relating to the design Standard of Care items will be addressed by the CONSULTANT. It is understood that the CLIENT will provide on-going construction observation and administration services during the construction period and will inquire with the CONSULTANT on an as-needed basis. Inquiries concerning items outside this scope (i.e. unforeseen underground conditions/facilities, constructability, etc.) will invoke a supplementation agreement for Consultant services. The design Standard of Care items are defined as services performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same professional discipline currently practicing under similar circumstances at the same time and in the same or similar locality.
3. Complete up to eight site visits with up to two staff members for monthly and/or construction stage review. Assist CLIENT staff with review of construction progress and general conformance of the plans and specifications. Note and report general conformance and/or deviations from project documents.
4. Complete a final project walk-through following substantial completion of the overall construction. Assist CLIENT staff with the development of a project punch list for items to be completed by the Contractor prior to the CLIENT accepting the project.

E. ADDITIONAL SERVICES

1. The CLIENT may request Additional Services from the CONSULTANT not included in the Scope of Services as outlined. Additional Services may include, but are not necessarily limited to, additional site visits, construction observation beyond that described above, construction survey, assistance with payment requests, shop drawing preparation, change orders, substantial completion documentation, assistance with calendar day and liquidated damages documentation and final project acceptance; expanding the scope of the project or the work to be completed; requesting the development of various documents; extending the time to complete a project through no fault of the CONSULTANT; or requesting additional work items that increase the Engineering Services and corresponding costs.

II. COMPENSATION

Compensation for the Services shall be on an hourly basis in accordance with the hourly fees and other direct expenses in effect at the time the services are performed. Total compensation is a not to exceed fee of Ninety-One Thousand Eight Hundred and Sixty Dollars \$91,860. The compensation for this supplemental agreement is to be segregated from the original agreement.

III. ASSIGNABILITY

1. The CONSULTANT shall not assign any interest in this AGREEMENT and shall not transfer any interest in the same without the prior written consent of the CLIENT. Subconsultants designated as part of this AGREEMENT shall be deemed to be approved when this AGREEMENT is executed.

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

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year written below.

APPROVED FOR CLIENT

APPROVED FOR CONSULTANT.

By: _____

By: Lindsay Beaman

Printed Name: _____

Printed Name: Lindsay Beaman

Title: _____

Title: Business Unit Leader

Date: _____

Date: December 11, 2019



DEPARTMENT OF PUBLIC WORKS

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor James P. Brown & City Council
FROM: Ben Claypool, Civil Engineer II, PhD, EI
DATE: December 11, 2019
SUBJECT: Paver Order: Downtown Streetscape and Reconstruction Project
Project No. RC-000-3180

The Community Development Department has been working on a downtown streetscape project for several years. Council has previously chosen a brick pattern for the Parkade and expansion to side streets. These brick patterns have already emerged within Peter Melendy Park and the MU2 development near the intersection of 2nd and State Street. The purpose of this memo is to request approval to order the pavers that need to be manufactured in advance of the upcoming 2020 construction season to ensure a timely start for the project.

The color and size of bricks needed for the downtown design are:

Table with 5 rows listing brick specifications: Red (Regimental Full Range) 4x8, Grey mix (Carbon Black 8x8, Sienna Blend 8x8, Landmark Grey 8x8), Carbon Black 4x8, Tan/gold brick (Wheatfield) 8x8, Wheatfield ADA pavers 4x8.

The Belden Brick Company is the manufacturer recommended for the downtown streetscape project. The rationale includes:

- Matched the proposed color and pattern master plan design better than other manufacturers researched. (Techo-Block, Unilock, & Belden were researched.)
Clay fired (Belden Pavers) and concrete pavers (Unilock) were both displayed at the Master Plan community meeting. General consensus was that the clay fired pavers looked superior in terms of color, surfacing, and quality compared to concrete pavers.
Clay fired pavers support the idea of "historic" and "traditional" Downtown Cedar Falls. Clay fired pavers were more typically used in historic settings.

- Participants at the Master Plan meeting raised concerns of the existing condition of the concrete pavers on Main Street and felt their 'wear quality' would be less favorable than clay fired pavers. Durability has also been discussed by City staff with the consensus being clay fired are preferred.
- Belden manufactures the brick and sells it through local dealers. In Iowa those include Midland Concrete Products in Waterloo, United Brick in Urbandale, and Kings Material, Inc. in Cedar Rapids.

In order to obtain these brick pavers to prevent construction delays, I am requesting approval to submit an order immediately. Midland Concrete Products has indicated upon placing an order, manufacture would likely occur in the middle of March. They indicate the pavers should then be available in late March or early April.

Attached with this memo are three different quotes from Midland Concrete Products. The first quote covers nearly all of the required brick pavers for the upcoming Downtown Streetscape and Reconstruction Project. The second quote covers the brick pavers that will be installed in front of the 302 Main Street development. These bricks are broken out in a separate quote to satisfy the terms within a developer agreement between the City and the developer of this site. Lastly, the third quote covers the additional two pallets of pavers required to complete the Peter Melendy Park Renovation Project.

The brick supply for the 302 Main Street Development is 20 pallets quoted at \$15,082.90. A separate development agreement has been made to ensure the new development will follow the same brick paver design standard set forth by the consultant. These bricks are broken out to correctly identify the paver costs associated with this development.

The brick supply for Peter Melendy Park is 2 pallets quoted at \$3,324.50. This project was started this fall with the intent to complete all non-landscaping related items prior to winter weather. While the primary sidewalk was completed, the brick paver installer informed the city that two of the paver types were going to run out before all pavers could be installed. These additional two pallets adjust for this underrun in quantity. An adjustment to the estimated waste for the Downtown Streetscape and Reconstruction project was made to ensure proper quantities will be ordered.

Time is of the essence for these three projects. Delays in ordering could significantly impact the construction schedule, as the contractor would be unable to start immediately. The Belden Brick Company will initiate manufacturing when an order is placed, indicating they can be manufactured in mid-March at this point.

The City's CIP #91: Downtown Brick Replacement anticipated a project focused on Main Street. CIP #92: Downtown Streetscape Plan Implementation partners with #91. Funding will be certified as TIF debt for this project. The City has secured a Gaming grant and Community Main Street participation for a portion of CIP #91 and 92.

This project meets Organizational Goal #4 of the City Council goals for fiscal year 2019, utilizing TIF to make landscaping, alley, and other streetscape improvements in the Downtown and College Hill.

Staff requests Council authorization of payment to order bricks to complete brick pattern for Downtown Streetscape and Reconstruction, Peter Melendy Park, and 302 Main Street.

Attachments: Quote for Downtown Streetscape and Reconstruction (#MCP004351)
Quote for remaining Peter Melendy Park bricks (#MCP003724)
Quote for 302 Main Street bricks (#MCP004359)

CC: Jennifer Rodenbeck, Director of Finance and Business Operations
David Wicke, City Engineer
Jon Fitch, Principal Engineer
Stephanie Houk Sheetz, Director of Community Development



MCP-Waterloo
 4802 Sergeant Road
 Waterloo, IA 50701
 319-226-3700

Quote ITEM 27.

Quote No.: MCP004351
Quote Date: 11/11/2019
Customer ID: 100658
Employee: Funk, Cody

| BILL TO: | | SHIP TO: | |
|---|-----------------------|---|--|
| City of Cedar Falls 2200 Technology Pkwy Cedar Falls IA 50613 | | City of Cedar Falls 2200 Technology Pkwy Cedar Falls IA 50613 | |
| CUSTOMER P.O. NO. | TERMS | CONTACT | |
| Cedar Falls Parkade and Side Streets | Due End Of Next Month | cfunk@midland-cp.com | |
| FOB POINT | SHIPPING TERMS | SHIP VIA | |
| | Cost and Freight | | |

| ITEM | QTY. | UOM | NET PRICE | WEIGHT | EXTENDED PRICE |
|------|------|-----|-----------|--------|----------------|
|------|------|-----|-----------|--------|----------------|

Prices for materials and freight are good for the 2019 season.

| | | | | | |
|--|--------------|-----------|-------------------|---------|------------------|
| 22290000000-NS: City Line Standard Paver with chamfer and lugs (4x8x2.25") - Regimental Full Range Color - (Plant 2) <small>NOTE: 6.3lbs each. 470 units (104sf) per bundle = 2961lbs Order in full pallets only. Not returnable.</small> | 60160.00 | EA | 0.7700 | 379,008 | 46,323.20 |
| 22290000000-NS: City Line Standard Paver with chamfer and lugs (4x8x2.25") - Carbon Black Color - (Plant 2) <small>NOTE: 6.3lbs each. 470 units (104sf) per bundle = 2961lbs Order in full pallets only. Not returnable.</small> | 37600.00 | EA | 1.0700 | 236,880 | 40,232.00 |
| 22290000000-NS: City Line Standard 8x8x2.25" Paver chamfered edge no lugs - Carbon Black Color - (Plant 2) <small>NOTE: 12.4lbs each. 240 units (106sf) per bundle = 2976lbs Order in full pallets only. Not returnable.</small> | 21600.00 | EA | 2.5900 | 267,840 | 55,944.00 |
| 22290000000-NS: City Line Standard 8x8x2.25" Paver chamfered edge no lugs - Sienna Blend Color - (Plant 2) <small>NOTE: 12.4lbs each. 240 units (106sf) per bundle = 2976lbs Order in full pallets only. Not returnable.</small> | 20880.00 | EA | 2.5900 | 258,912 | 54,079.20 |
| 22290000000-NS: City Line Standard 8x8x2.25" Paver chamfered edge no lugs - Landmark Gray Color - (Plant 2) <small>NOTE: 12.4lbs each. 240 units (106sf) per bundle = 2976lbs Order in full pallets only. Not returnable.</small> | 480.00 | EA | 2.5900 | 5,952 | 1,243.20 |
| 22290000000-NS: City Line Standard 8x8x2.25" Paver chamfered edge no lugs - Wheatfield Color - (Plant 2) <small>NOTE: 12.4lbs each. 240 units (106sf) per bundle = 2976lbs Order in full pallets only. Not returnable.</small> | 7440.00 | EA | 2.5900 | 92,256 | 19,269.60 |
| 22290000000-NS: City Line Standard ADA Paver chamfered edge no lugs (4x8x2.25") - Wheatfield Color - (PLANT 6) <small>NOTE: 5.7lbs each. 480 units (106sf) per bundle = 2736lbs Order in full pallets only. Not returnable.</small> | 1440.00 | EA | 1.8400 | 8,208 | 2,649.60 |
| FREIGHT (NT): Freight (Non-Taxable) | 27.00 | EA | 2,200.0000 | | 59,400.00 |

NOTE: Freight rate for 48,000lbs from Suger Creek, OH to Cedar Falls, IA. City of Cedar Falls is responsible for unloading.



MCP-Waterloo
 4802 Sergeant Road
 Waterloo, IA 50701
 319-226-3700

Quote ITEM 27.

Quote No.: MCP004351
Quote Date: 11/11/2019
Customer ID: 100658
Employee: Funk, Cody

| | | | | | |
|---|-----------------------|---|------------------|---------------|-----------------------|
| BILL TO: | | SHIP TO: | | | |
| City of Cedar Falls 2200 Technology Pkwy Cedar Falls IA 50613 | | City of Cedar Falls 2200 Technology Pkwy Cedar Falls IA 50613 | | | |
| CUSTOMER P.O. NO. | TERMS | CONTACT | | | |
| Cedar Falls Parkade and Side Streets | Due End Of Next Month | cfunk@midland-cp.com | | | |
| FOB POINT | SHIPPING TERMS | SHIP VIA | | | |
| | Cost and Freight | | | | |
| ITEM | QTY. | UOM | NET PRICE | WEIGHT | EXTENDED PRICE |

ORDER TOTALS 421 CUBES - FIGURE
 ROUGHLY 4X4' FOR EACH CUBE. They can be
 double stacked if stored on level concrete to
 save on space.
 QUANTITIES ROUNDED UP TO NEAREST
 PALLET PER SNYDER AND ASSOCIATES
 ESTIMATED SQUARE FOOTAGES WITH 10%
 FACTORED FOR BREAKAGE AND/OR
 INSTALLATION WASTE. PLEASE VERIFY ALL
 NUMBERS BEFORE ORDERING.

| | | |
|---|--------------------------------------|----------------------------------|
| | Total Weight (LBS): 1,249,056 | Sales Total: 279,140.80 |
| | | Freight & Misc.: 0.00 |
| | | Less Discount: 0.00 |
| | | Tax Total: 0.00 |
| Quoted Pricing Valid For 30 Days | | Total (USD): 279,140.80 |

GENERAL POLICIES

Each item below is subject to change based on subjects and terms. Midland Concrete Products, LLC will work with each client to reach a satisfactory outcome.

No allowance will be given after products have been installed.

Our responsibility will not exceed our selling price of the merchandise to our customer.

All shortages, damages product problems or exceptions of any kind must be noted on a delivery ticket or brought to the attention of your salesperson or dispatcher within 48 hours of product delivery.

Sales tax will be charged on all applicable items unless you have a customer account and a tax exempt certificate on file with our accounting office. Cash (non-account) customers must notify the sales staff of tax exempt status when ordering.

Payment terms are cash, check or credit card or open customer account. All orders must be prepaid. No C.O.D. orders will be accepted.

We reserve the right to protect our mechanic's lien on all unpaid balances.

We assess a \$30.00 charge on all returned checks.

We will charge \$125.00 per hour for detention of all loads on-site that are not unloaded within an hour of arrival.

A second delivery charge may apply if we have to redeliver or come back to move product.

Prices are subject to change without notice.

Due to inherent characteristics of concrete, color may vary slightly. No guarantee of color or shade is made or implied.

RETURN POLICY

All returns or warranty claims must be accompanied by the original sales receipt, and are subject to a restocking fee.

Due to the nature of the product, we do not accept returns of bagged goods (i.e. cement products, mortar color, or polymeric sand products).

We do not accept returns of special order products or items originally sold as seconds.

No returns accepted after 60 days of original purchase date.

Pallet deposits will only be refunded if the pallets are returned in reusable condition, accompanied by a proof of purchase.

Refunds for cash accounts will be applied to credit card used for purchase or will be issued by a check in approximately 10 business days.



MCP-Waterloo
 4802 Sergeant Road
 Waterloo, IA 50701
 319-226-3700

Quote ITEM 27.

Quote No.: MCP004359
Quote Date: 11/12/2019
Customer ID: 100658
Employee: Funk, Cody

| | | | |
|--|---|--|--|
| BILL TO: City of Cedar Falls 2200 Technology Pkwy Cedar Falls IA 50613 | | SHIP TO: City of Cedar Falls 2200 Technology Pkwy Cedar Falls IA 50613 | |
| CUSTOMER P.O. NO. 302 Main Street | TERMS Due End Of Next Month | CONTACT cfunk@midland-cp.com | |
| FOB POINT | SHIPPING TERMS Cost and Freight | SHIP VIA | |

| ITEM | QTY. | UOM | NET PRICE | WEIGHT | EXTENDED PRICE |
|------|------|-----|-----------|--------|----------------|
|------|------|-----|-----------|--------|----------------|

Prices for materials and freight are good for the 2019 season.

| | | | | | |
|--|---------|----|------------|--------|----------|
| 22290000000-NS: City Line Standard Paver with chamfer and lugs (4x8x2.25") - Regimental Full Range Color - (Plant 2) NOTE: 6.3lbs each. 470 units (104sf) per bundle = 2961lbs Order in full pallets only. Not returnable. | 2350.00 | EA | 0.7700 | 14,805 | 1,809.50 |
| 22290000000-NS: City Line Standard Paver with chamfer and lugs (4x8x2.25") - Carbon Black Color - (Plant 2) NOTE: 6.3lbs each. 470 units (104sf) per bundle = 2961lbs Order in full pallets only. Not returnable. | 2820.00 | EA | 1.0700 | 17,766 | 3,017.40 |
| 22290000000-NS: City Line Standard 8x8x2.25" Paver chamfered edge no lugs - Carbon Black Color - (Plant 2) NOTE: 12.4lbs each. 240 units (106sf) per bundle = 2976lbs Order in full pallets only. Not returnable. | 720.00 | EA | 2.5900 | 8,928 | 1,864.80 |
| 22290000000-NS: City Line Standard 8x8x2.25" Paver chamfered edge no lugs - Sienna Blend Color - (Plant 2) NOTE: 12.4lbs each. 240 units (106sf) per bundle = 2976lbs Order in full pallets only. Not returnable. | 720.00 | EA | 2.5900 | 8,928 | 1,864.80 |
| 22290000000-NS: City Line Standard 8x8x2.25" Paver chamfered edge no lugs - Wheatfield Color - (Plant 2) NOTE: 12.4lbs each. 240 units (106sf) per bundle = 2976lbs Order in full pallets only. Not returnable. | 480.00 | EA | 2.5900 | 5,952 | 1,243.20 |
| 22290000000-NS: City Line Standard ADA Paver chamfered edge no lugs (4x8x2.25") - Wheatfield Color - (PLANT 6) NOTE: 5.7lbs each. 480 units (106sf) per bundle = 2736lbs Order in full pallets only. Not returnable. | 480.00 | EA | 1.8400 | 2,736 | 883.20 |
| FREIGHT (NT): Freight (Non-Taxable) | 2.00 | EA | 2,200.0000 | | 4,400.00 |

NOTE: Freight rate for 48,000lbs from Suger Creek, OH to Cedar Falls, IA. City of Cedar Falls is responsible for unloading.

ORDER TOTALS 20 CUBES - FIGURE ROUGHLY 4X4' FOR EACH CUBE. They can be double stacked if stored on level concrete to save on space.



MCP-Waterloo
 4802 Sergeant Road
 Waterloo, IA 50701
 319-226-3700

Quote ITEM 27.

Quote No.: MCP004359
Quote Date: 11/12/2019
Customer ID: 100658
Employee: Funk, Cody

| | | | | | |
|---|-----------------------|---|------------------|---------------|-----------------------|
| BILL TO: | | SHIP TO: | | | |
| City of Cedar Falls 2200 Technology Pkwy Cedar Falls IA 50613 | | City of Cedar Falls 2200 Technology Pkwy Cedar Falls IA 50613 | | | |
| CUSTOMER P.O. NO. | TERMS | CONTACT | | | |
| 302 Main Street | Due End Of Next Month | cfunk@midland-cp.com | | | |
| FOB POINT | SHIPPING TERMS | SHIP VIA | | | |
| | Cost and Freight | | | | |
| ITEM | QTY. | UOM | NET PRICE | WEIGHT | EXTENDED PRICE |

QUANTITIES ROUNDED UP TO NEAREST PALLET PER SNYDER AND ASSOCIATES ESTIMATED SQUARE FOOTAGES WITH 10% FACTORED FOR BREAKAGE AND/OR INSTALLATION WASTE. PLEASE VERIFY ALL NUMBERS BEFORE ORDERING.

| | | | | |
|---|----------------------------|--------|-----------------------------|-----------|
| Quoted Pricing Valid For 30 Days | Total Weight (LBS): | 59,115 | Sales Total: | 15,082.90 |
| | | | Freight & Misc.: | 0.00 |
| | | | Less Discount: | 0.00 |
| | | | Tax Total: | 0.00 |
| | | | Total (USD): | 15,082.90 |

GENERAL POLICIES

Each item below is subject to change based on subjects and terms. Midland Concrete Products, LLC will work with each client to reach a satisfactory outcome.

No allowance will be given after products have been installed.

Our responsibility will not exceed our selling price of the merchandise to our customer.

All shortages, damages product problems or exceptions of any kind must be noted on a delivery ticket or brought to the attention of your salesperson or dispatcher within 48 hours of product delivery.

Sales tax will be charged on all applicable items unless you have a customer account and a tax exempt certificate on file with our accounting office. Cash (non-account) customers must notify the sales staff of tax exempt status when ordering.

Payment terms are cash, check or credit card or open customer account. All orders must be prepaid. No C.O.D. orders will be accepted.

We reserve the right to protect our mechanic's lien on all unpaid balances.

We assess a \$30.00 charge on all returned checks.

We will charge \$125.00 per hour for detention of all loads on-site that are not unloaded within an hour of arrival.

A second delivery charge may apply if we have to redeliver or come back to move product.

Prices are subject to change without notice.

Due to inherent characteristics of concrete, color may vary slightly. No guarantee of color or shade is made or implied.

RETURN POLICY

All returns or warranty claims must be accompanied by the original sales receipt, and are subject to a restocking fee.

Due to the nature of the product, we do not accept returns of bagged goods (i.e. cement products, mortar color, or polymeric sand products).

We do not accept returns of special order products or items originally sold as seconds.

No returns accepted after 60 days of original purchase date.

Pallet deposits will only be refunded if the pallets are returned in reusable condition, accompanied by a proof of purchase.

Refunds for cash accounts will be applied to credit card used for purchase or will be issued by a check in approximately 10 business days.



MCP-Waterloo
 4802 Sergeant Road
 Waterloo, IA 50701
 319-226-3700

Quote ITEM 27.

Quote No.: MCP003724
Quote Date: 7/25/2019
Customer ID: 100658
Employee: Funk, Cody

| | | | |
|--|---|--|--|
| BILL TO: City of Cedar Falls 2200 Technology Pkwy Cedar Falls IA 50613 | | SHIP TO: City of Cedar Falls 2200 Technology Pkwy Cedar Falls IA 50613 | |
| CUSTOMER P.O. NO. Peter Melendy Park (ADD) | TERMS Due End Of Next Month | CONTACT cfunk@midland-cp.com | |
| FOB POINT | SHIPPING TERMS Cost and Freight | SHIP VIA | |

| ITEM | QTY. | UOM | NET PRICE | WEIGHT | EXTENDED PRICE |
|---|--------|-----|------------|--------|----------------|
| 22290000000-NS: City Line Standard Paver with chamfer and lugs (4x8x2.25") - Carbon Black Color - (Plant 2) NOTE: 6.3lbs each. 470 units (104sf) per bundle = 2961lbs Order in full pallets only. Not returnable. | 470.00 | EA | 1.0700 | 2,961 | 502.90 |
| 22290000000-NS: City Line Standard 8x8x2.25" Paver chamfered edge no lugs - Carbon Black Color - (Plant 2) NOTE: 12.4lbs each. 240 units (106sf) per bundle = 2976lbs Order in full pallets only. Not returnable. | 240.00 | EA | 2.5900 | 2,976 | 621.60 |
| FREIGHT (NT): Freight (Non-Taxable) | 1.00 | EA | 2,200.0000 | | 2,200.00 |

NOTE: Freight rate for 48,000lbs from Suger Creek, OH to Cedar Falls, IA. City of Cedar Falls is responsible for unloading.

ORDER TOTALS 2 PALLETS - FIGURE
 ROUGHLY 4X4' FOR EACH PALLET.
 QUANTITIES ROUNDED UP TO NEAREST
 PALLET PER SNYDER AND ASSOCIATES
 ESTIMATED SQUARE FOOTAGES. PLEASE
 VERIFY BEFORE ORDERING.

| | | | | |
|---|----------------------------|-------|-----------------------------|----------|
| Quoted Pricing Valid For 30 Days | Total Weight (LBS): | 5,937 | Sales Total: | 3,324.50 |
| | | | Freight & Misc.: | 0.00 |
| | | | Less Discount: | 0.00 |
| | | | Tax Total: | 0.00 |
| | | | Total (USD): | 3,324.50 |

GENERAL POLICIES

Each item below is subject to change based on subjects and terms. Midland Concrete Products, LLC will work with each client to reach a satisfactory outcome.

No allowance will be given after products have been installed.

Our responsibility will not exceed our selling price of the merchandise to our customer.

All shortages, damages product problems or exceptions of any kind must be noted on a delivery ticket or brought to the attention of your salesperson or dispatcher within 48 hours of product delivery.

Sales tax will be charged on all applicable items unless you have a customer account and a tax exempt certificate on file with our accounting office. Cash (non-account) customers must notify the sales staff of tax exempt status when ordering.

Payment terms are cash, check or credit card or open customer account. All orders must be prepaid. No C.O.D. orders will be accepted.

We reserve the right to protect our mechanic's lien on all unpaid balances.

We assess a \$30.00 charge on all returned checks.

We will charge \$125.00 per hour for detention of all loads on-site that are not unloaded within an hour of arrival.

A second delivery charge may apply if we have to redeliver or come back to move product.

Prices are subject to change without notice.

Due to inherent characteristics of concrete, color may vary slightly. No guarantee of color or shade is made or implied.

RETURN POLICY

All returns or warranty claims must be accompanied by the original sales receipt, and are subject to a restocking fee.

Due to the nature of the product, we do not accept returns of bagged goods (i.e. cement products, mortar color, or polymeric sand products).

We do not accept returns of special order products or items originally sold as seconds.

No returns accepted after 60 days of original purchase date.

Pallet deposits will only be refunded if the pallets are returned in reusable condition, accompanied by a proof of purchase.

Refunds for cash accounts will be applied to credit card used for purchase or will be issued by a check in approximately 10 business days.

**DEPARTMENT OF PUBLIC WORKS**

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor James P. Brown and City Council

FROM: Ben Claypool, Civil Engineer II, PhD, EI

DATE: December 12th, 2019

SUBJECT: Maintenance and Repair Agreement
Post-Construction Stormwater Management Plan
Greenhill Village Estates
Lot 1 of Greenhill Village Estates

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 the Greenhill Village Estates site, owned by Greenhill Village Senior Living, L.L.C. located at Lot 1 of Greenhill Village Estates 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: Chase Schrage, Director of Public Works
David Wicke, City Engineer

Prepared by:

STORM WATER MAINTENANCE AND REPAIR AGREEMENT

This Agreement is made and entered into by and between Greenhill Village Senior Living, LLC, (hereinafter "Owner") and the City of Cedar Falls, Iowa (hereinafter "City"), on the 12 day of November, 2019.

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.

Greenhill Village Senior Living, LLC

By: [Signature]

Printed Name & Title: Michael K Nelson, Manager

STATE OF Iowa)
) SS
COUNTY OF Polk)

This instrument was acknowledged before me on the 12 day of November, 2019 by Mike Nelson as Manager of Greenhill Village Senior Living, LLC.

[Signature]

Notary Public in and for the State of Iowa



City of Cedar Falls, Iowa

By: _____

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

STATE OF _____)
) SS
COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____, 2019 by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

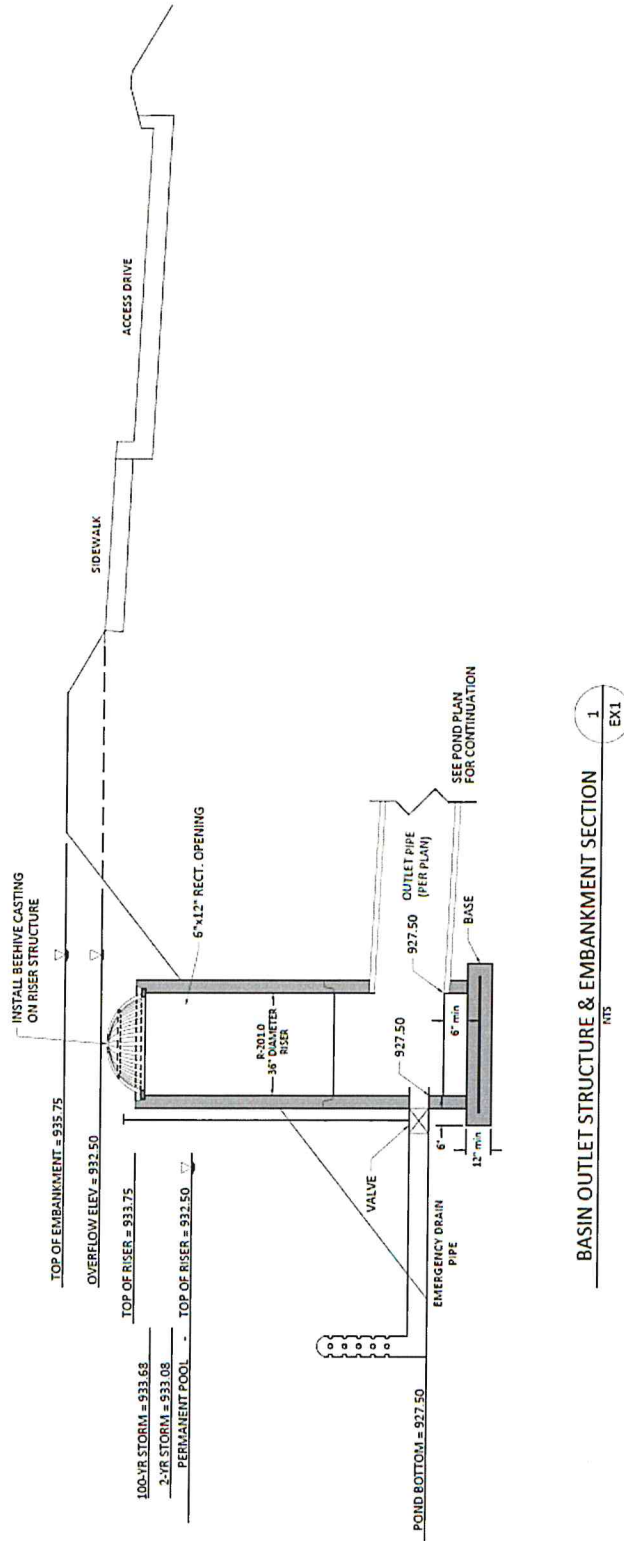
Notary Public in and for the State of Iowa

EXHIBIT A

LEGAL DESCRIPTION

LOT 1 OF GREENHILL VILLAGE ESTATES

EXHIBIT B



BASIN OUTLET STRUCTURE & EMBANKMENT SECTION

1
EX1

Exhibit C

Detention Basin Operation and Maintenance Manual

Inspection activities shall be performed as follows: Any problems that are found shall be repaired immediately.

| <i>BMP element:</i> | <i>Potential problem:</i> | <i>How I will remediate the problem:</i> |
|---|--|--|
| <i>The entire BMP</i> | Trash/debris is present. | Remove the trash/debris. |
| <i>The perimeter of the detention basin</i> | Areas of bare soil and/or erosive gullies have formed. | Regrade the soil if necessary to remove the gully, and then plant a ground cover and water until it is established. Provide lime and a one-time fertilizer application. |
| | Vegetation is too short or too long. | Maintain vegetation at a height of approximately six inches. |
| <i>The inlet device: pipe or swale</i> | The pipe is clogged. | Unclog the pipe. Dispose of the sediment off-site. |
| | The pipe is cracked or otherwise damaged. | Replace the pipe. |
| | Erosion is occurring in the swale. | Regrade the swale if necessary to smooth it over and provide erosion control devices such as reinforced turf matting or riprap to avoid future problems with erosion. |
| <i>The forebay</i> | Sediment has accumulated to a depth greater than the original design depth for sediment storage. | Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the BMP. |
| | Erosion has occurred. | Provide additional erosion protection such as reinforced turf matting or riprap if needed to prevent future erosion problems. |
| | Weeds are present. | Remove the weeds, preferably by hand. If pesticide is used, wipe it on the plants rather than spraying. |
| <i>The main detention area</i> | Sediment has accumulated to a depth greater than the original design sediment storage depth. | Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the BMP. |
| | Cattails, phragmites or other invasive plants cover 50% of the basin surface. | Remove the plants by wiping them with herbicide (do not spray). |
| <i>The embankment</i> | Shrubs have started to grow on the embankment. | Remove shrubs immediately. |
| | A tree has started to grow on the embankment. | Remove the tree immediately. |
| <i>The outlet device</i> | 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. |
| <i>Washed stone in front of orifice outlet</i> | Silt build up on stone blocking outlet. | Washed stone must be unclogged and replaced as needed. |
| <i>The receiving water</i> | Erosion or other signs of damage have 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 |
|------|----------------|-----------------------------|-----------------------|
| | | | |
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| | | | |
| | | | |
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**DEPARTMENT OF PUBLIC WORKS**

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor James P. Brown and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: December 12, 2019

SUBJECT: Greenhill Village Estates
Contract for Completion of Improvements
Project No. SU – 184 – 3220

The developer of the above-mentioned project, Greenhill Village Residential LLC, has requested Final Plat approval in order to proceed with the sale of lots in the development. Axiom Consultants, the developer's engineer, has submitted the estimate of remaining costs for completion of improvements. The developer has submitted a "Contract for Completion of Improvements" and established a Performance and Payment Bond in the amount of \$240,590.40 to ensure completion of the project. A copy of the Final Plat is attached for your reference.

The Engineering Division has reviewed the cost estimate for the remaining work and concur that the amount of the Performance Bond is adequate to complete the project. The "Contract for Completion of Improvements" is based on the standard forms developed by our City Attorney. The developer has also provided a Maintenance Bond in the full amount of the public improvements that will be on file until final acceptance of the project by City Council. We recommend approval of the "Contract for Completion of Improvements".

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

CONTRACT FOR COMPLETION OF IMPROVEMENTS
(Performance and Payment Bond)

THIS CONTRACT is made and entered into this 12th day of December, 2019, by and between Greenhill Village Residential LLC, owner and subdivider of a parcel of land located in the City of Cedar Falls, Iowa (hereinafter called the "Developer"), and the City of Cedar Falls, Iowa (hereinafter called the "City").

WHEREAS, the Developer proposes to develop a subdivision named Greenhill Village Estates in the City of Cedar Falls, Iowa (the "Plat") on a parcel of land described on Exhibit "A" attached hereto, and by this reference incorporated herein, and has submitted a final plat which has not yet been approved; and desires to obtain preliminary plat approval and to initiate work to install the required public improvements within the plat; and

WHEREAS, the City Subdivision Ordinance requires that all necessary public improvements shall be installed and accepted before the final plat of any subdivided area shall be approved and recorded, or that in lieu of final completion of the required public improvements and before the final plat is finally approved, the subdivider shall enter into a contract with the City to ensure the completion of all the required public improvements within a specific time frame; and

WHEREAS, the performance of such contract shall be secured by a Performance and Payment Bond; and

WHEREAS, the required public improvements shall include gas, water, telephone, electric, communications, street lighting, television wires and cable and other public utilities, storm and sanitary sewers, as well as grading, drainage and paving facilities as provided in the City Subdivision Ordinance, as well as all necessary storm water detention facilities and all necessary engineering and administrative requirements.

NOW, THEREFORE, it is agreed as follows:

1. The Developer will construct all required public improvements within the Plat (hereinafter the "Public Improvements"), as described on Exhibit "B" attached hereto, to conform with approved construction plans which meet the specifications of the City of Cedar Falls, Iowa; and such approved construction plans are now on file in the City Engineer's office.

2. The Developer shall provide a Performance and Payment Bond in the amount of \$240,590.40 which is approved by the City Engineer of the City of Cedar Falls, prior to the recording of the final plat documents, which bond is hereby designated for use to pay the costs of the Public Improvements to be

completed within the platted area in the event the Developer would fail to do so as required herein.

3. When the Developer's contractors complete work on the Public Improvements within the platted area, and such Public Improvements have been approved and accepted by resolution of the city council of the City, the City will release and discharge the Performance and Payment Bond upon approval of the City Engineer.

4. All required Public Improvements for which the Performance and Payment Bond has been established shall be installed by the Developer within a period of twelve (12) months from the date of this Contract.

5. The Developer shall keep in force the Performance and Payment Bond through completion and acceptance of the required Public Improvements by Resolution of the City, at which time said Bond shall be released and discharged upon approval of the City Engineer.

6. The Developer shall cause to be provided to the City, by no later than the time of the approval of the final plat by the city council of the City, a three-year maintenance bond (the "Maintenance Bond") regarding the same, in the form attached hereto as Exhibit "D", and by this reference incorporated herein.

7. If requested and upon recommendation of the City Engineer, the City Council will pass a resolution stating that the work has been completed and accepted by the City and that the Performance and Payment Bond has been released.

8. The following attachments are incorporated herein by this reference and made a part of this Agreement:

- A. Legal Description of Land to be platted, Exhibit "A".
- B. List of Public Improvements and City Engineer's Estimate of Costs, Exhibit "B".
- C. Performance and Payment Bond in the amount of \$240,590.40, issued by _____, Exhibit "C".
- D. Maintenance Bond in the amount of \$200,492.00, issued by _____, Exhibit "D."

The parties hereto have executed and entered into this Contract at Cedar Falls, Iowa, on the date first above written.

Dated at Cedar Falls, Iowa this 12th day of December, 2019

Greenhill Village Residential, LLC

[Handwritten Signature]

By: Darryl High, Manager

State of Arizona)

)ss

County of MARICOPA

This instrument was acknowledged before me on the 12th day of December, 2019 by Darryl High, Manager of Greenhill Village Residential, LLC.

[Handwritten Signature: Mark Waters]

State of ~~Iowa~~ ARIZONA

Notary Public in and for the STATE OF ARIZONA, COUNTY OF MARICOPA.

My commission expires: 3/15/20



THE CITY OF CEDAR FALLS, IOWA

By: _____
James P. Brown, Mayor

Attest: _____
Jacqueline Danielsen, City Clerk

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

This instrument was acknowledged before me on this ____ day of December, 2019 by James P. Brown, Mayor, and Jacqueline Danielsen, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa
My Commission Expires: _____

FINAL PLAT

GREENHILL VILLAGE ESTATES

CITY OF CEDAR FALLS
BLACK HAWK COUNTY, IOWA

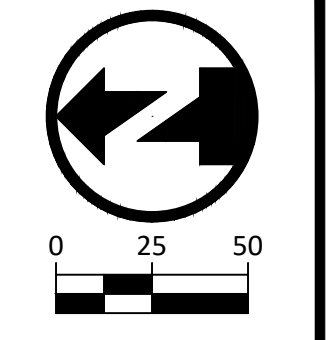
| UTILITY EASEMENT - CURVE TABLE | | | | | |
|--------------------------------|--------|--------|------------|---------------|------------|
| CURVE # | LENGTH | RADIUS | DELTA | CHORD DIR. | CHORD LEN. |
| C5 | 89.62 | 262.00 | 19°35'54" | S54° 32' 25"W | 89.18 |
| C6 | 78.37 | 238.00 | 18°52'04" | S54° 54' 20"W | 78.02 |
| C7 | 63.85 | 200.00 | 18°17'30" | S36° 19' 33"W | 63.58 |
| C8 | 98.05 | 124.00 | 45°18'21" | S49° 49' 58"W | 95.52 |
| C9 | 231.60 | 124.00 | 107°00'48" | N54° 00' 27"W | 199.37 |
| C10 | 44.15 | 200.00 | 12°38'54" | N06° 49' 30"W | 44.06 |
| C11 | 48.10 | 222.00 | 12°24'53" | N06° 56' 30"W | 48.01 |
| C12 | 33.77 | 222.00 | 8°42'57" | N03° 37' 25"E | 33.74 |
| C13 | 30.84 | 202.00 | 8°44'56" | N03° 36' 26"E | 30.81 |

NOTES:

- TRACT A TO BE DEDICATED TO THE CITY AS PUBLIC ROW.
- ALL MONUMENTS TO BE PLACED WITHIN ONE YEAR OF RECORDING OF SUBDIVISION.
- BASIS OF BEARINGS IS THE IOWA PLANE COORDINATE SYSTEM SOUTH ZONE NAD 83..
- THIS PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS AND ROADWAYS OF RECORD.
- NO INVESTIGATION CONCERNING ENVIRONMENTAL AND SUBSURFACE CONDITIONS, OR FOR THE EXISTENCE OF UNDERGROUND CONTAINERS, STRUCTURES OR FACILITIES WHICH MAY AFFECT THE USE OR DEVELOPMENT OF THIS PROPERTY WAS MADE AS A PART OF THIS SURVEY.
- NO INVESTIGATION WAS MADE AS A PART OF THIS SURVEY TO DETERMINE OR SHOW DATA CONCERNING EXISTENCE, SIZE, DEPTH, CONDITION, CAPACITY, OR LOCATION OF ANY UTILITIES OR MUNICIPAL FACILITIES, EXCEPT AS NOTED. CALL IOWA ONE-CALL AT 1-800-292-8989 FOR INFORMATION REGARDING THESE UTILITIES OR FACILITIES.
- DISTANCES ARE LISTED IN FEET AND DECIMAL PART OF A FOOT.
- ERROR OF CLOSURE IS LESS THAN 1 IN 10,000.

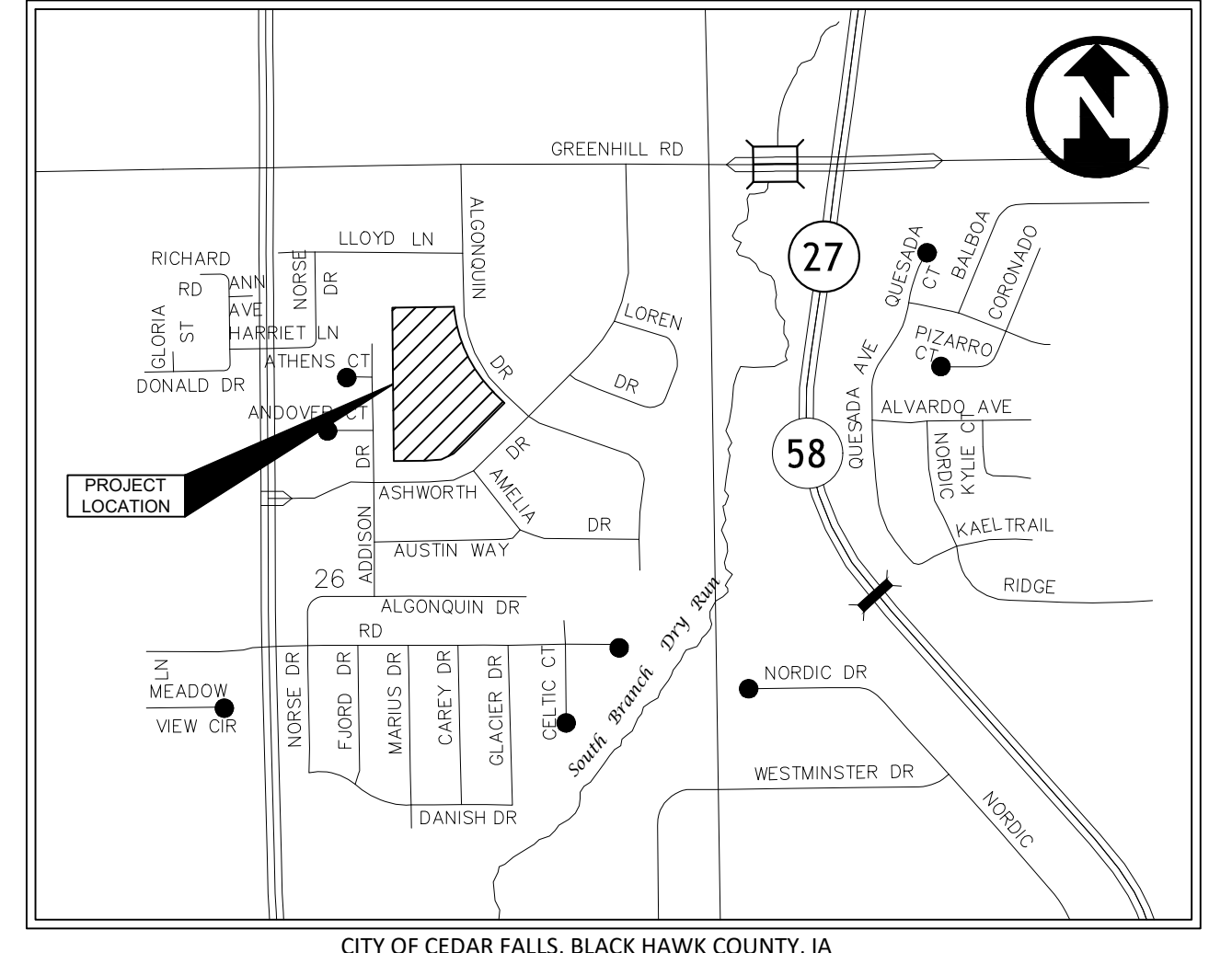
FOR RECORDER'S USE ONLY

| RECORDER'S INDEX | |
|------------------|--|
| COUNTY: | BLACKHAWK |
| SECTION: | 26-89-14 |
| QUARTER SECTION: | NE 1/4 |
| CITY: | CEDAR FALLS |
| SUBDIVISION: | GREENHILL VILLAGE ESTATES |
| BLOCK: | NA |
| LOT(S): | NA |
| PROPRIETOR: | GREENHILL VILLAGE RES LLC |
| REQUESTED BY: | NELSON CONSTRUCTION & DEVELOPMENT |
| PREPARED BY: | AXIOM CONSULTANTS, LLC, 60 E. Court St. Unit 3 Iowa City, IA 52240 - PH# 319.519.6220 |



PROJECT KEY MAP

NOT TO SCALE



LEGAL DESCRIPTION

BEING A PART OF THE NORTHEAST QUARTER (NE ¼) OF SECTION 26, TOWNSHIP 89 NORTH, RANGE 14 WEST IN BLACK HAWK COUNTY, IOWA LYING WEST OF ALGONQUIN DRIVE DESCRIBED AS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 6, GREENHILL VILLAGE FIFTH ADDITION, PHASE 1, AS RECORDED IN BOOK 2006, PAGE 18897 OF THE BLACK HAWK COUNTY RECORDS, THENCE ALONG THE EAST LINE OF SAID GREENHILL VILLAGE FIFTH ADDITION, PHASE 1 N00°30'03"W, 876.27 FEET; THENCE N89°15'56"E, 351.04 FEET TO THE WEST RIGHT OF WAY LINE OF ALGONQUIN DRIVE; THENCE SOUTHERLY 552.53 FEET ALONG SAID WEST LINE ON A 780.00 FOOT RADIUS CURVE CONCAVE EASTERLY (CHORD BEARING S24°54'27"E, 541.05 FEET); THENCE ALONG SAID WEST LINE S45°46'02"E, 85.53 FEET TO THE NORTHERLY CORNER OF LOT 1 OF THE REPLAT OF LOTS 1-5, GREENHILL VILLAGE FIFTH ADDITION, PHASE 1 AS RECORDED IN BOOK 2010, PAGE 22801 OF THE BLACK HAWK COUNTY RECORDS, THENCE ALONG THE NORTH LINE OF SAID REPLAT S44°47'18"W, 319.99 FEET; THENCE ALONG SAID NORTH LINE S46°08'28"W, 88.95 FEET; THENCE ALONG SAID NORTH LINE S64°45'07"W, 78.67 FEET; THENCE ALONG SAID NORTH LINE S86°10'42"W, 92.09 FEET; THENCE ALONG SAID NORTH LINE; S89°23'22"W, 179.95 FEET TO THE POINT OF BEGINNING.

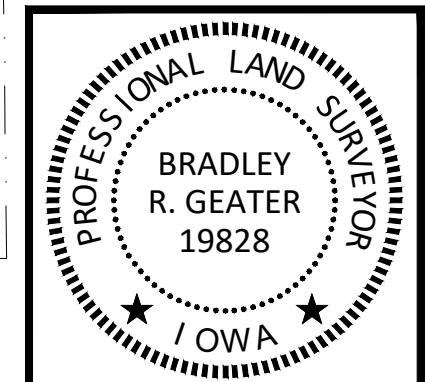
DESCRIBED PARCEL CONTAINS 9.56 ACRES AND IS SUBJECT TO EASEMENTS AND OTHER RESTRICTIONS OF RECORD.

| LEGEND | |
|--------|---|
| △ | SECTION CORNER |
| ● | PROPERTY CORNER - FOUND 1/2" Ø REBAR NO CAP OR AS LABELED |
| ■ | PROPERTY CORNER - FOUND 1/2" Ø REBAR YPC #8165 |
| ⊙ | PROPERTY CORNER - SET SET 5/8" Ø REBAR WITH OPC #19828 |
| ○ | OPC ORANGE PLASTIC CAP |
| ○ | YPC YELLOW PLASTIC CAP |
| — | RPC RED PLASTIC CAP |
| --- | BOUNDARY OR PROPERTY LINE |
| --- | EXISTING PROPERTY LINE |
| --- | SECTION LINE |
| --- | EASEMENT |
| --- | EXISTING FENCE |

PLAT PREPARED BY:
AXIOM CONSULTANTS
60 E. COURT STREET
IOWA CITY, IA 52240
PH: 319-519-6220

PROPERTY OWNER:
GREENHILL VILLAGE RES LLC
211 1ST AVE SE #A
CEDAR RAPIDS, IA 52403

APPLICANT:
NELSON CONSTRUCTION & DEVELOPMENT
218 6TH AVENUE, SUITE 200
DES MOINES, IA 50309



HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

BRADLEY R. GEATER, P.L.S., P.E.
LICENSE NUMBER 19828

MY LICENSE RENEWAL DATE: DECEMBER 31, 2019.

PAGES OR SHEETS COVERED BY THIS SEAL: ALL

| BOUNDARY - CURVE TABLE | | | | | |
|------------------------|--------|--------|-----------|---------------|------------|
| CURVE # | LENGTH | RADIUS | DELTA | CHORD DIR. | CHORD LEN. |
| C1 | 552.53 | 780.00 | 40°35'12" | S24° 54' 27"E | 541.05 |
| C2 | 479.44 | 780.00 | 35°13'03" | S27° 35' 31"E | 471.92 |
| C3 | 73.09 | 780.00 | 5°22'09" | S07° 17' 55"E | 73.07 |

| LOT CURVE TABLE | | | | | |
|-----------------|--------|--------|-----------|---------------|------------|
| CURVE # | LENGTH | RADIUS | DELTA | CHORD DIR. | CHORD LEN. |
| C14 | 21.14 | 15.00 | 80°45'04" | S50° 21' 32"E | 19.43 |

| DRAWING LOG | |
|-------------|------------------------|
| REV | DESCRIPTION OF CHANGES |
| | |
| | |
| | |
| | |

| ISSUED FOR: | |
|-------------|-------------|
| CITY REVIEW | CITY REVIEW |

| PROJECT NAME: | |
|---------------------------|---------------------------|
| GREENHILL VILLAGE ESTATES | GREENHILL VILLAGE ESTATES |

| SHEET NUMBER: | |
|---------------|---------|
| 1 OF 1 | 19-0053 |

| Item No. | Item Code | Bid Item (K) | Estimate Reference Notes | Incidental or Included Items (J) | Unit | Quantity | Unit Cost | Engineer's Estimate |
|----------|----------------|--|---|---|------|----------|------------|---------------------|
| 1 | 2010-108-D-1 | Topsoil, On-site | 8 inches | | CY | 525 | \$20.00 | \$10,500.00 |
| 2 | 2010-108-E-0 | Excavation, Class 10, Class 12, or Class 13 | Class 10. See A.21 | a. Site preparation for, and the construction of, embankment, fills, shoulder backfill, and backfill behind curbs. b. Overhaul. c. Finishing the soil surface, including roadways, shoulders, behind curbs, side ditches, slopes, and borrow pits. d. Repair or replacement of any fences that have been unnecessarily damaged or removed. | CY | 1,900 | \$10.50 | \$19,950.00 |
| 3 | 2010-108-G-0 | Subgrade Preparation | | Excavating, manipulating, replacing, compacting, and trimming to the proper grade. | STA | 3 | \$250.00 | \$825.00 |
| 4 | 2010-108-I-0 | Subbase, 12" Modified | | Furnishing, placing, compacting, and trimming to the proper grade. | SY | 1,340 | \$12.50 | \$16,750.00 |
| 5 | 4010-108-A-1 | Sanitary Sewer Gravity Main, Trenched, 8" PVC Truss | See MSA.01 | Trench excavation, dewatering, furnishing bedding material, placing bedding and backfill material, wyes and other fittings, pipe joints, pipe connections, testing, and inspection. | LF | 320 | \$56.00 | \$17,920.00 |
| 6 | 4010-108-E-0 | Sanitary Sewer Service Stub, 6" PVC | Stub to ROW (30-ft Lt.) | Trench excavation, furnishing bedding material, placing bedding and backfill material, tap, fittings, testing, and inspection. | LF | 30 | \$80.00 | \$2,400.00 |
| 7 | 4020-108-A-1 | Storm Sewer, Trenched, 15" Perforated HDPE | See D.01 | Trench excavation, dewatering, furnishing bedding material, placing bedding and backfill material, joint wrapping, wyes and other fittings, pipe joints, pipe connections, testing, and inspection. The length of elbows and tees of the pipes installed will be included in the length of pipe measured. | LF | 337 | \$53.00 | \$17,861.00 |
| 8 | 4040-108-A-0 | Subdrain, 6" Perforated HDPE | SUDAS 4040.231 Case B with Engineering Fabric | Trench excavation, furnishing and placing bedding and backfill material, engineering fabric (when specified), connectors, and elbows and tees. The length of elbows and tees of the pipes installed will be included in the length of pipe measured. | LF | 326 | \$10.75 | \$3,504.50 |
| 9 | 5010-108-A-1 | Water Main, Trenched, 8" DIP, Poly-wrapped | See MWM.01 | Trench excavation, dewatering, furnishing bedding material, placing bedding and backfill material, tracer system, testing, disinfection, and polyethylene wrap for ductile iron pipe and for fittings. | LF | 380 | \$44.00 | \$16,720.00 |
| 10 | 5020-108-A-0 | MJ Gate Valve, 8 Inch | See MWM.01 | All components attached to the valve or required for its complete installation, including underground or above ground operator, square valve operation nut, valve box and cover, valve box extension, and valve stem extension. | EA | 3 | \$2,100.00 | \$6,300.00 |
| 11 | 5020-108-B-0 | 8"x8" Swivel Tee and 8" MJ Valve | See MWM.01 | | EA | 2 | \$3,500.00 | \$7,000.00 |
| 12 | 5020-108-C-0 | Fire Hydrant Assembly | See MWM.01 | The fire hydrant, barrel extensions sufficient to achieve proper bury depth of anchoring pipe and height of fire hydrant above finished grade, and components to connect the fire hydrant to the water main, including anchoring pipe, fittings, thrust blocks, pea gravel or porous backfill material, and fire hydrant gate valve and appurtenances, except tapping valve assembly if used. | EA | 2 | \$5,000.00 | \$10,000.00 |
| 13 | 6010-108-A-0 | Manhole, 48" Sanitary | See MSA.01 | Excavation, furnishing bedding material, placing bedding and backfill material, compaction, base, structural concrete, reinforcing steel, precast units (if used), infiltration barriers (sanitary sewer manholes only), castings, and adjustment rings. | EA | 1 | \$5,500.00 | \$5,500.00 |
| 14 | 6010-108-A-0 | Manhole, 60" Sanitary | See MSA.01 | Excavation, furnishing bedding material, placing bedding and backfill material, compaction, base, structural concrete, reinforcing steel, precast units (if used), infiltration barriers (sanitary sewer manholes only), castings, and adjustment rings. | EA | 1 | \$6,500.00 | \$6,500.00 |
| 15 | 6010-108-C-0 | Drop Connection | See MSA.01 | The connection to the manhole and all pipe, fittings, concrete encasement, and bedding and backfill material. | EA | 1 | \$1,000.00 | \$1,000.00 |
| 16 | 6010-108-G-0 | Connection to Existing Intake, Storm Sewer | See D.01 | Coring or cutting into the existing manhole or intake, pipe connectors, grout, and waterstop (when required). | EA | 1 | \$500.00 | \$500.00 |
| 17 | 7010-108-A-0 | Pavement, PCC, 7" | See C.01 and D.01 | Final trimming of subgrade or subbase, integral curb, bars and reinforcement, joints and sealing, surface curing and pavement protection, safety fencing, concrete for rigid headers, boxouts for fixtures, and pavement smoothness testing. | SY | 1,122 | \$42.00 | \$47,124.00 |
| 18 | 8020-108-B-0 | Painted Pavem't Markings, Solvent/Waterborne, 24" Stop Bar | See D.01 | Reflectorizing spheres, layout, surface preparation, and application of marking paint. | LF | 15 | \$2.50 | \$37.50 |
| 19 | 8030-108-A-0 | Temporary Traffic Control | See A.12 | Installation, maintenance, and removal of temporary traffic control; total roadway closures with installation and removal of detour signing as shown in the contract documents; removal and reinstallation or covering of permanent traffic control devices that conflict with the temporary traffic control plan; monitoring and documenting traffic control conditions; and flaggers. When required in the contract documents, the following are also included in traffic control unless a separate bid item is provided; portable dynamic message signs, temporary barrier rail, temporary flood lighting, and pilot cars. | LS | 1 | \$2,500.00 | \$2,500.00 |
| 20 | 9010-108-B-0 | Hydraulic Seeding, Seeding, Fertilizing, and Mulching | See A.11 | Removal of rock and other debris from the area; repairing rills and washes; preparing the seedbed; furnishing and placing seed, including any treatment required; furnishing and placing fertilizer and mulch; and furnishing water and other care during the care period, unless these items are bid separately. | AC | 1 | \$3,500.00 | \$2,625.00 |
| 21 | 9040-108-N-1 | Silt Fence or Silt Fence Ditch Check | See A.21 | Anchoring posts. | LF | 425 | \$2.00 | \$850.00 |
| 22 | 9040-108-N-2 | Silt Fence or Silt Fence Ditch Check, Removal of Sediment | See A.21 | Anchoring posts. | LF | 425 | \$0.50 | \$212.50 |
| 23 | 9040-108-N-3 | Silt Fence or Silt Fence Ditch Check, Removal of Device | See A.21 | Restoration of the area to finished grade and off-site disposal of fence, posts, and accumulated sediment. | LF | 425 | \$0.50 | \$212.50 |
| 24 | 9040-108-T-1 | Inlet Protection Device, Wattle, Compost Filled | See A.21 | Removal of the device upon completion of the project. | EA | 2 | \$400.00 | \$800.00 |
| 25 | 9040-108-T-2 | Inlet Protection Device, Maintenance | See A.21 | Removal and off-site disposal of accumulated sediment. | EA | 2 | \$75.00 | \$150.00 |
| 26 | 11,050-108-A-0 | Concrete Washout | See A.21 | Providing concrete washwater containment, collection, and disposal. | LS | 1 | \$1,250.00 | \$1,250.00 |
| 27 | | Traffic Signs | Stop sign and end of street signage. See D.01 | Installation of sign on post. | EA | 6 | \$250.00 | \$1,500.00 |
| | | | | | | | Total; | \$200,492.00 |

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| 26 | 11,050-108-A-0 | Concrete Washout | See A.21 | Providing concrete washwater containment, collection, and disposal. | LS | 1 | \$1,250.00 | \$1,250.00 |
| 27 | | Traffic Signs | Stop sign and end of street signage. See D.01 | Installation of sign on post. | EA | 6 | \$250.00 | \$1,500.00 |
| | | | | | | | Subtotal | \$200,492.00 |
| | | | | | | | 20% Contingency | \$40,098.40 |
| | | | | | | | Total | \$240,590.40 |

Nicholas J. Betts 12/12/19
NICHOLAS J. BETTS

SURETY BOND NO. 54228220

PERFORMANCE AND PAYMENT BOND

KNOW ALL BY THESE PRESENTS:

That we, Greenhill Village Residential LLC, as Principal (hereinafter the "Principal") and United Fire & Casualty Company, as Surety are held and firmly bound unto the **City of Cedar Falls, Iowa**, as Obligee (hereinafter referred to as "the City"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the amount of Two Hundred Forty Thousand, Five Hundred Ninety and 40/100 dollars (\$ 240,590.40), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

WHEREAS, the Principal proposes to develop a subdivision named Loren Drive Public Improvements in the City of Cedar Falls, Iowa (the "Plat") on a parcel of land and has submitted a final plat which has not yet been approved; and

WHEREAS, the Principal desires to obtain final plat approval and to initiate work to install the required public improvements within the Plat; and

WHEREAS, the City's Subdivision Ordinance requires that all necessary public improvements shall be installed and accepted before the final plat of any subdivided area shall be approved and recorded, or that in lieu of final completion of the required public improvements and before the final plat is finally approved, the subdivider shall enter into a Contract for Completion of Improvements (hereinafter the "Contract") with the City to ensure the completion within a specific time frame of all the required public infrastructure improvements as required as part of the final plat approval, to conform with approved construction plans which meet the design standards and technical standards established for such public improvements by the City and by Cedar Falls Utilities, and as shown on the approved construction plans and described in detail as follows:

Water, Sanitary Sewer, Storm Sewer and 7" PCC Paving for Loren Drive Public Improvements

and

Whereas, the performance of the Contract is secured by the filing of this Performance and Payment Bond in the name of the Principal; and

Whereas, the Principal represents that it will construct and install all required improvements in accordance with the design standards established for such improvements by the City and Cedar Falls Utilities as shown on the approved construction plans for the Project;

The conditions of the above obligations are such that whereas the Principal of the land being platted has entered into the Contract with the City to ensure the completion of the improvements within a specific time;

Now therefore, it is expressly understood and agreed by the Principal and Surety in this Bond that the following provisions are a part of this Bond and are binding upon said Principal and Surety, to-wit:

1. **PERFORMANCE:** The Principal shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of the Contract and all approved construction plans for all required public infrastructure improvements which meet the design standards and technical standards established for such public improvements by the City and by Cedar Falls Utilities (hereinafter collectively, the "Contract Documents"), by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the City from all outlay and expense incurred by the City by reason of the Principal's default or failure to perform as required.

(CONT – PERFORMANCE AND PAYMENT BOND)

The Principal 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 Principal and the Surety on this Bond hereby agree 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 Principal or any subcontractor.

Principal's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the City at the time such work was accepted.

3. **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 Principal 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.

The Principal and every Surety on this 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 City including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the City's staff attorneys), and all costs and expenses of litigation as they are incurred by the City. It is intended the Principal and Surety will defend and indemnify the City on all claims made against the City on account of Principal's failure to perform as required in this Bond, that all agreements and promises set forth in this Bond will be fulfilled, and that the City will be fully indemnified so that it will be put into the position it would have been in had the infrastructure improvements been constructed in the first instance as required.

(CON'T – PERFORMANCE AND PAYMENT BOND)

In the event the City incurs any "outlay and expense" in defending itself against any claim as to which the Principal or Surety should have provided the defense, or in the enforcement of the promises given by the Principal in the Contract, or in the enforcement of the promises given by the Principal and Surety in this Bond, the Principal and Surety agree that they will make the City whole for all such outlay and expense, provided that the Surety's obligation under this Bond shall not exceed 125% of the penal sum of this Bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be the United States District Court for the Northern District of Iowa or the Iowa District Court for Black Hawk County, State of Iowa. If legal action is required by the City to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the City, the Principal and the Surety agree, jointly, and severally, to pay the City all outlay and expense incurred therefor by the City. All rights, powers, and remedies of the City hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the City, by law. The City may proceed against Surety for any amount guaranteed hereunder whether action is brought against the Principal or whether Principal is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the approved construction plans now on file in the City Engineer's office and the Contract, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a word, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond and the Contract; second, if not defined in the Bond and the Contract, 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 is hereby made a part of this Bond.

(CON'T -- PERFORMANCE AND PAYMENT BOND)

Project No. _____

Witness our hands, in triplicate, this 12th day of December, 2019.

PRINCIPAL:

Greenhill Village Residential LLC

Principal

By: _____
Signature

Title

SURETY:

United Fire & Casualty Company

Surety Company

By:  _____
Signature Attorney-in-Fact

Anne Crowner

Printed Name of Attorney-in-Fact

United Fire & Casualty Company

Surety Company Name

P.O. Box 73909

Surety Company Address

Cedar Rapids, IA 52407

City, State, Zip Code

Surety Company Telephone Number

NOTE:

1. All signatures on this performance and payment 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.

01278948-1\10283-000



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA

Inquiries: Surety **ITEM 29.**
 118 Second Ave SE
 Cedar Rapids, IA 52401

CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company – See Certification)

KNOW ALL PERSONS BY THESE PRESENTS, That UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa; UNITED FIRE & INDEMNITY COMPANY, a corporation duly organized and existing under the laws of the State of Texas; and FINANCIAL PACIFIC INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint **CRAIG E. HANSEN, JAY D. FREIERMUTH, BRIAN M. DEIMERLY, CINDY BENNETT, ANNE CROWNER, TIM MCCULLOH, STACY VENN, SHIRLEY BARTENHAGEN, DIONE R. YOUNG, KEVIN J. KNUTSON, MICHELLE GRUIS, KATHLEEN BREWER, SETH D. ROOKER, SYDNEY BURNETT, EACH INDIVIDUALLY**

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, AND FINANCIAL PACIFIC INSURANCE COMPANY.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

“Article VI – Surety Bonds and Undertakings”

Section 2, Appointment of Attorney-in-Fact. “The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 15th day of January, 2014

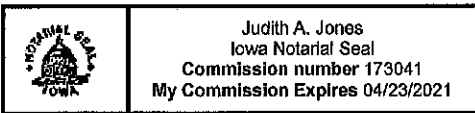


UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*
 Vice President

State of Iowa, County of Linn, ss:

On 15th day of January, 2014, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Judith A. Jones

Notary Public
 My commission expires: 04/23/2021

I, Mary A. Bertsch, Assistant Secretary of UNITED FIRE & CASUALTY COMPANY and Assistant Secretary of UNITED FIRE & INDEMNITY COMPANY, and Assistant Secretary of FINANCIAL PACIFIC INSURANCE COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations
 this 12th day of December, 2019.



By: *Mary A. Bertsch*

Assistant Secretary,
 UF&C & UF&I & FPIC

SURETY BOND NO. 54 229221

MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Greenhill Village Residential LLC, as Principal (hereinafter the "Principal") and United Fire & Casualty Company, as Surety are held and firmly bound unto the City of Cedar Falls, Iowa, as Obligee (hereinafter referred to as "the City"), and to all persons who may be injured by any breach of any of the conditions of this Maintenance Bond (hereinafter referred to as "Bond") in the amount of Two Hundred Thousand, Four Hundred Ninety Two and 00/100 dollars (\$ 200,492.00), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

Whereas, prior to City Council approval of a final plat of a subdivided area, the Principal shall submit to the City Engineer this Bond to provide for the protection of the City against future liability for any and all defects in workmanship or materials and any conditions that could result in structural or other failure of all of the public infrastructure improvements required as part of final plat approval for a period of three (3) years from the date of acceptance of any required public improvement which is the _____ day of _____; and

Whereas, the Principal represents that it has constructed and installed all required public infrastructure improvements as required as part of the final plat approval, to conform with approved construction plans which meet the design standards and technical standards established for such public improvements by the City and by Cedar Falls Utilities, and as shown on the approved construction plans and described in detail as follows:

Water, Sanitary Sewer, Storm Sewer and 7" PCC Paving for Loren Drive Public Improvements

Now therefore, it is expressly understood and agreed by the Principal and Surety in this Bond that the following provisions are a part of this Bond and are binding upon said Principal and Surety, to-wit:

- 1. MAINTENANCE: The Principal and Surety on this Bond hereby agree, at their own expense:
 - A. To remedy any and all defects that may develop in or result from work performed on the above described public infrastructure improvements required as part of final plat approval for a period of three (3) years from the date of acceptance of all required public infrastructure improvements, by reason of defects in workmanship or materials used in construction of said work;
 - B. To keep all work in continuous good repair; and
 - C. To pay the City's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the City all outlay and expense incurred as a result of Principal's and Surety's failure to remedy any defect as required by this section.
 - D. Following Principal and Surety's repair and construction of any failed infrastructure component or elements the City Engineer shall determine whether the three-year bond shall be renewed or extended beyond the original three-year bond period. In the event of major structural failures the maintenance bond shall be renewed if recommended by the

City Engineer for a new three-year period from the date of repair for that portion of the public improvements involved in the structural failure and repair

2. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
- A. That this Bond shall remain in full force and effect until the maintenance period is completed, whether completed within the specified three (3) year period or within an extension thereof, as provided in Section 1-D.
 - B. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the date of acceptance the right to sue on this Bond.
 - C. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the City including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the City's staff attorneys), and all costs and expenses of litigation as they are incurred by the City. It is intended the Principal and Surety will defend and indemnify the City on all claims made against the City on account of Principal's failure to perform as required in this Bond, that all agreements and promises set forth in this Bond will be fulfilled, and that the City will be fully indemnified so that it will be put into the position it would have been in had the infrastructure improvements been constructed in the first instance as required.
 - D. In the event the City incurs any "outlay and expense" in defending itself against any claim as to which the Principal or Surety should have provided the defense, or in the enforcement of the promises given by the Principal in the approved construction plans, or in the enforcement of the promises given by the Principal and Surety in this Bond, the Principal and Surety agree that they will make the City whole for all such outlay and expense, provided that the Surety's obligation under this Bond shall not exceed 125% of the penal sum of this Bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be the United States District Court for the Northern District of Iowa or the Iowa District Court for Black Hawk County, State of Iowa. If legal action is required by the City to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the City, the Principal and the Surety agree, jointly, and severally, to pay the City all outlay and expense incurred therefor by the City. All rights, powers, and remedies of the City hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the City, by law. The City may proceed against surety for any amount guaranteed hereunder whether action is brought against the Principal or whether Principal is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the approved construction plans and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond and the approved construction plans; second, if not defined in this Bond and the approved construction plans, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in

the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The approved construction plans are hereby made a part of this Bond.

Witness our hands, in triplicate, this 12th day of December, 2019.

Countersigned By:

PRINCIPAL:

Signature of Agent

Greenhill Village Residential LLC

Principal

By: _____
Signature

Printed Name of Agent

Title

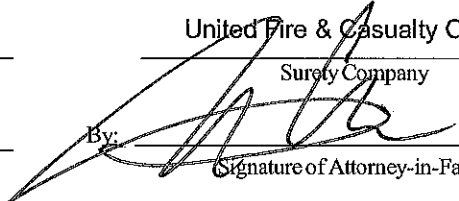
Company Name

SURETY:

United Fire & Casualty Company

Surety Company

Company Address

By: 
Signature of Attorney-in-Fact

Anne Crowner, Iowa Resident Agent

Printed Name of Attorney-in-Fact

City, State, Zip Code

United Fire & Casualty Company

Company Name

Company Telephone Number

P.O. Box 73909

Company Address

Cedar Rapids, IA 52407

City, State, Zip Code

(319) 399-5700

Company Telephone Number

NOTE:

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 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA

Inquiries: Sure ITEM 29.
 118 Second Ave SE
 Cedar Rapids, IA 52401

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UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*
 Vice President



State of Iowa, County of Linn, ss:

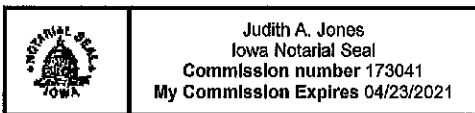
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to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

Judith A. Jones

Notary Public

My commission expires: 04/23/2021



I, Mary A. Bertsch, Assistant Secretary of UNITED FIRE & CASUALTY COMPANY and Assistant Secretary of UNITED FIRE & INDEMNITY COMPANY, and Assistant Secretary of FINANCIAL PACIFIC INSURANCE COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations
 this 12th day of December, 2019.



By: *Mary A. Bertsch*

Assistant Secretary,
 UF&C & UF&I & FPIC



DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls
 220 Clay Street
 Cedar Falls, Iowa 50613
 Phone: 319-273-8606
 Fax: 319-273-8610
 www.cedarfalls.com

MEMORANDUM

Planning & Community Services Division

TO: Mayor and Council
FROM: David Sturch, Planner III
 Benjamin Claypool, Civil Engineer II
DATE: December 11, 2019
SUBJECT: Greenhill Village Estates Preliminary Plat

REQUEST: Request to approve the Greenhill Village Estates Preliminary Plat
 Case #PP19-010

PETITIONER: Greenhill Village Res LLC – owner; Nelson Construction; Axiom Consultants –
 Civil Engineer

LOCATION: 9.15 acre parcel at the southwest corner of Algonquin Drive and Loren Drive

PROPOSAL

The petitioner owns a 9.15 acre parcel at the southwest corner of Algonquin Drive and Loren Drive. The proposed subdivision will create one 8.66 acre lot and a new extension of Loren Drive off the west side of Algonquin Drive. The lot will be created in order to accommodate the construction of a new senior living facility that is described in a separate staff report under Case #SP19-015.

BACKGROUND

In 1998 the 130 acres of the Greenhill Village property was rezoned to MU, Mixed Use Residential. This rezoning was accompanied by the creation of a Greenhill Village Master Plan that was to be used as a guide for the development in this area. This Master Plan grew through a series of changes which led to the overall development plan for Greenhill Village in 2003.

Greenhill Village Residential LLC has owned this property since 2008. Since then, there have been several phases of development from single family to multi-family throughout the 130 acres with commercial uses on Greenhill Road along the northern edge of the development. The proposed plan is to develop this 9 acre piece of property for a new senior living facility along with the construction of Loren Drive, a new public street. Currently, the property is under contract to be purchased by Nelson Construction. The current property owner is required to complete the platting process and install the necessary public improvements that are associated with the Greenhill Village Estate plat.

ANALYSIS

The City's Subdivision Ordinance outlines the requirements pertaining to Subdivision Plats. A Preliminary Subdivision Plat represents a "conceptual development plan" which the City must review and evaluate to insure compliance with all City regulations. Issues related to zoning regulations, utility easement provision, street locations and alignments and other factors are all subject to review and approval by City staff and the Planning and Zoning Commission and the City Council. Following Preliminary Plat approval by the City Council, the developer is free to begin installing the necessary public improvements (i.e. streets, sewers, waterlines, etc.) as indicated on the plat.

The preliminary plat must include the total land holdings of the owner on adjacent land or abutting the area intended for immediate development. The petitioner owns 9.15 acres of land along the west side of Algonquin Drive. The plat includes one 8.66 acre lot with the remaining 0.49 acres reserved for public right of way for the construction of Loren Drive in Tract A. Loren Drive will be a 31-foot wide street that extends approximately 350 feet westerly off of Algonquin Drive.



A Final Subdivision Plat formalizes the Preliminary Plat and authorizes the developer to begin selling lots and to begin building on the newly created lots. Normally a Final Subdivision Plat cannot be approved until all of the required public improvements have been installed and completed to the satisfaction of the City Engineer. A Final Plat can be "expedited" prior to full completion and acceptance of public improvements provided that the developer posts a cash bond or escrow agreement with the City Engineering Division which serves as a financial guarantee that all the improvements will be installed in a timely fashion.

The property is located in the MU, mixed use zoning district. Any development on this lot requires site plan review by the Planning and Zoning Commission and City Council. A site plan review for a new senior living facility is currently under review.

The majority of the proposed lot is open for development with easements along the south and west side of the lot. There is a storm sewer and drainage easement in this area to accommodate the 30" storm sewer line that collects the off-site drainage from the west and carries the water to the southeast corner of the lot and to Ashworth Drive. An access easement is placed over the driveway for the proposed senior living facility. This easement is for emergency vehicles, fire department and access to maintain the storm water detention pond near the south end of the site. There is also a 10-foot wide electric and communications easement along the outside edge of the aforementioned access driveway around the proposed building. Finally, the proposed storm water detention pond is in an easement around the north side of the driveway.

The MU zoning district requires a 20-foot setback along Algonquin Drive and Loren Drive on the east and north side of the plat. A 5-foot wide public sidewalk will be installed along the frontage of these to public street in conjunction with the development of Lot 1.

TECHNICAL COMMENTS

City technical staff, including Cedar Falls Utilities (CFU) personnel, has reviewed the proposed site plan. The water main and service to the property will be owned, installed, and maintained by the developer/owner, including the fire sprinkler service and all fire hydrants required by the Cedar Falls Public Safety Department. There is an existing water stub north of the proposed driveway on Algonquin that the developer will have to abandon. The developer will need to work with CFU regarding final locations of the water, electric, gas and communications utilities.

This project requires stormwater detention and routing. The petitioner's engineer submitted a stormwater detention plan as part of the preliminary and final plat. The stormwater ordinance requires the subject property to receive the stormwater from the adjacent properties and pass it through the site. The stormwater flows from the west in an existing 21" storm sewer. Currently, this storm sewer empties onto this property and flows overland in a southeasterly direction to an inlet that carries the water to the area wide detention basin. The proposal is to carry this off-site stormwater in a 30" storm sewer pipe along the west and south side of the property.

The storm water runoff that is generated from the proposed development will be collected in a series of inlet structures around the building, along the westerly driveway and around the parking lot to the wet basin or pond feature off the south side of the building. This pond is designed to accommodate a 100 year storm event. The pond will serve the site for both water quantity and water quality. Any flow into this pond beyond the 100 year event will be carried along the edge of the driveway and out to Algonquin Drive.

The property is located outside of the designated 100-year floodplain.

A courtesy notice to adjoining property owners was mailed on December 11, 2019.

PLANNING & ZONING COMMISSION

| | |
|--------------------------|--|
| Discussion 11/20/2019 | Chair Holst introduced the preliminary and final plat for Greenhill Village Estates and Mr. Sturch provided background information. He explained that it is a one lot subdivision on 8.66 acres. He discussed the utility and stormwater drainage easements, explaining that there is overland flow to the drainage easement and storm sewer, and the storm sewer then carries the storm water to Ashworth Drive and eventually to an area wide detention basin. |
|--------------------------|--|

Jacob Wolfgang of Nelson Construction at 47 2040th Street, Des Moines, spoke to the project noting that the project proposes 120 apartment homes for assisted living and memory care. He noted that they met with the neighbors to discuss their plans and get feedback.

Ms. Prideaux asked if there are plans to have more permeable surfaces in the parking lot to help with water runoff. Nick Bettis, Axiom Consultants, civil engineer for the project, stated that their calculations account for the hard surface and that area will direct the water into the wet detention basin and will be a controlled release per City requirements. They have not had any discussion regarding making the roadways permeable.

Debbie Lee, 1415 Ashworth Drive, stated that she has several concerns regarding traffic generated from this type of development, the stormwater basins and the potential light and noise pollution. Mr. Sturch stated that these concerns will be further explained with the site plan review for the next item on the agenda.

Robin Frost, 4718 Addison Drive, expressed her appreciation of the developer's interest in talking with the neighbors for feedback, and noted she had questions regarding the proposed berm.

Mr. Wingert noted that he will abstain from this item.

This item was continued to the next meeting.

Discussion
12/4/2019

Chair Holst introduced the preliminary and final plat for Greenhill Village Estates and Mr. Sturch provided background information. He explained that the plats were presented at the last meeting and stated that the two would be discussed together as they are similar. The plat is located near the northwest corner of Ashworth Drive and Algonquin and is approximately 8.66 acres. The lot is intended to accommodate a new senior living facility and any easements have been provided. He discussed the current stormwater conditions, explaining that there will be overland flow to the drainage easement and storm sewer. The sewer will carry the stormwater to Ashworth Drive and eventually to an area-wide detention basin. He also discussed the proposed conditions for the storm sewers. Staff recommends approval of the plats. Mr. Wingert recused himself from the item.

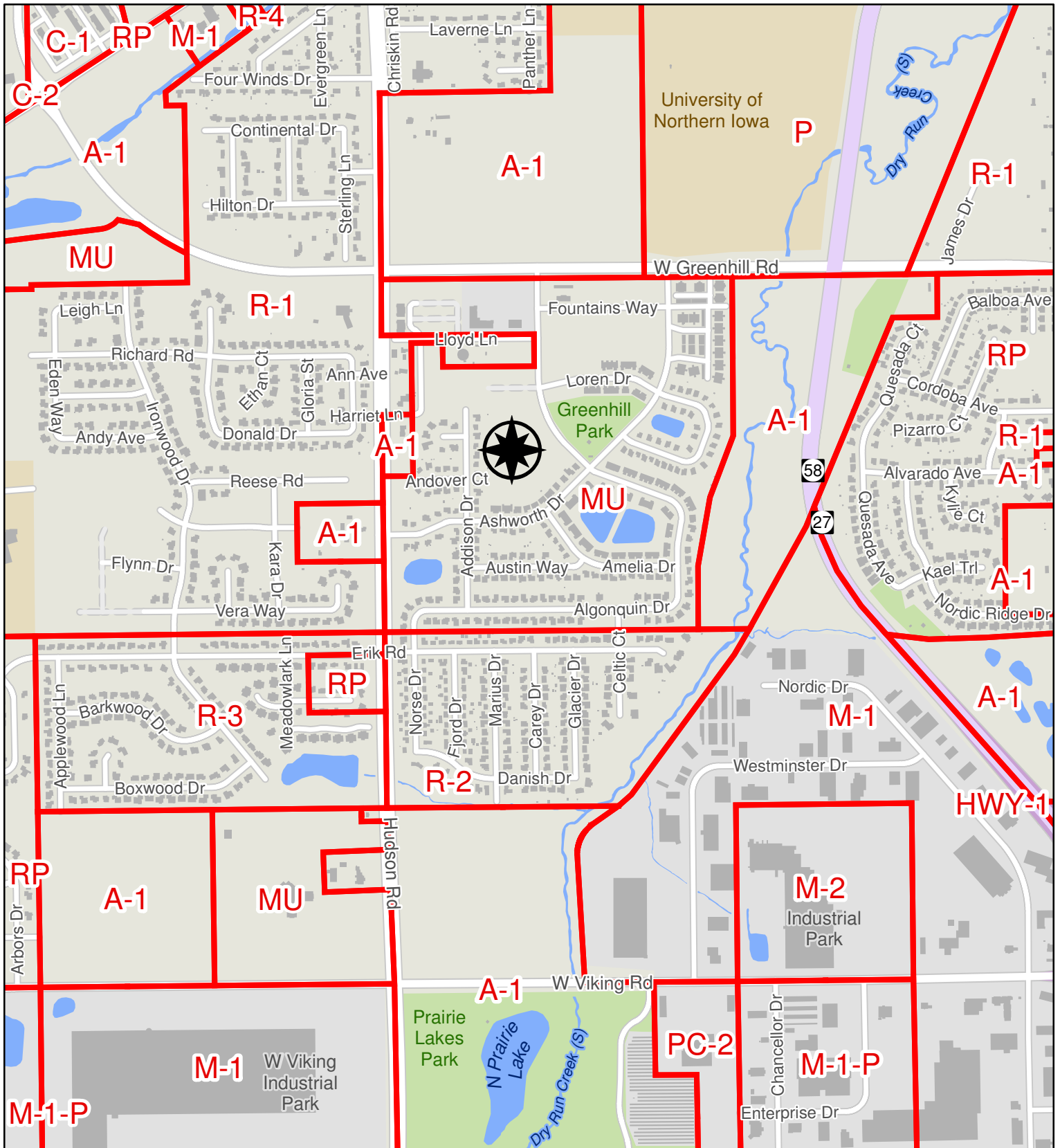
There was no discussion and the Commission made a recommendation to approve the Greenhill Village Estates Preliminary and Final Plat.

STAFF RECOMMENDATION

The Community Development Department recommends approval of the preliminary plat for the Greenhill Village Estates subdivision.

Cedar Falls Planning and Zoning Commission
December 16, 2019

ITEM 30.



Greenhill Village Estates Preliminary and Final Plat

PRELIMINARY PLAT

GREENHILL VILLAGE ESTATES

CITY OF CEDAR FALLS
BLACK HAWK COUNTY, IOWA

PROPERTY OWNER/APPLICANT/ADDRESS

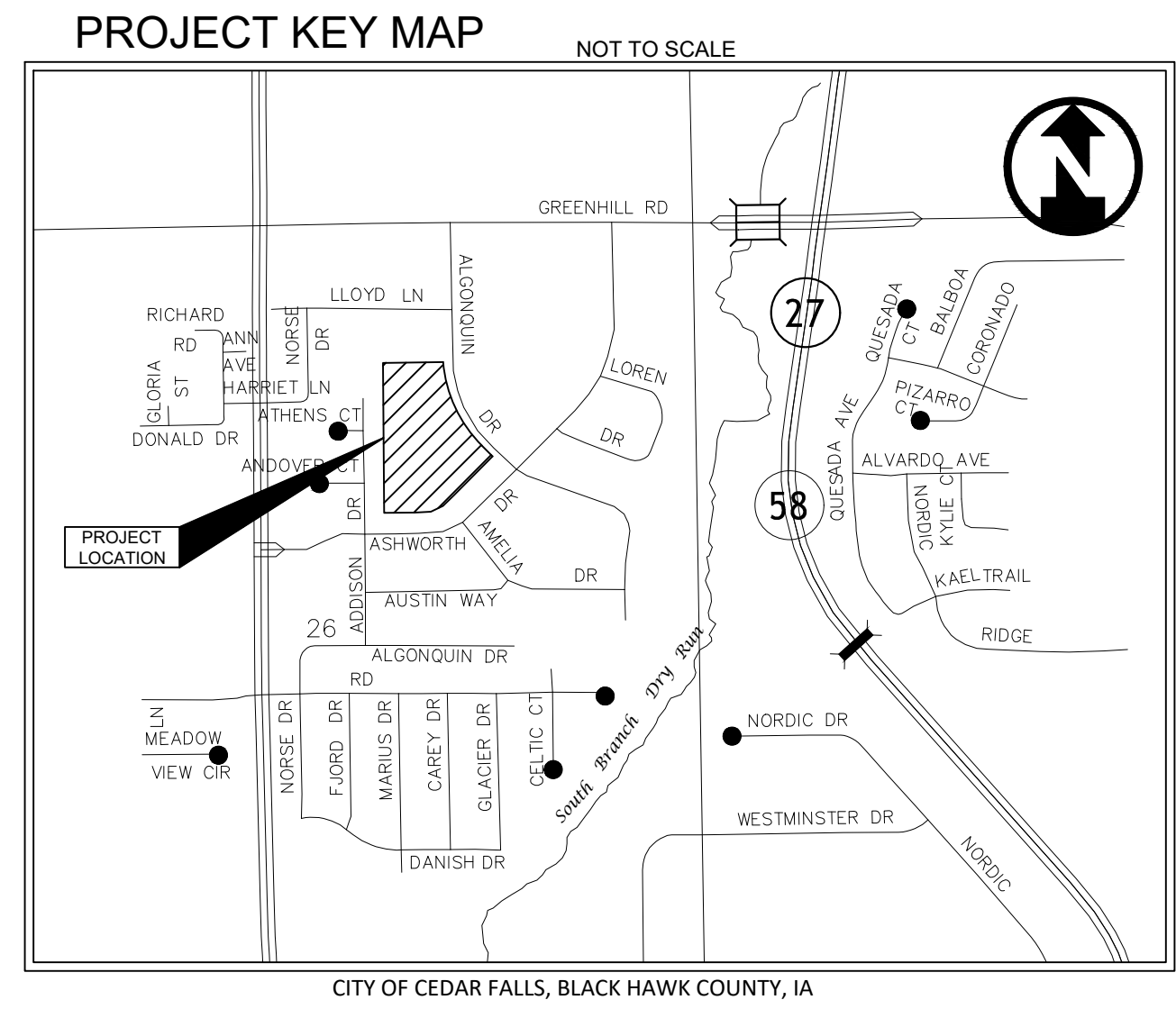
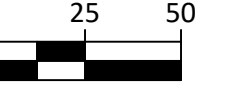
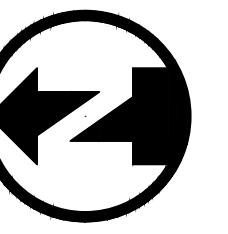
NO ADDRESS ASSIGNED: LOCATED BETWEEN ASHWORTH DR. AND FUTURE LOREN DRIVE, WEST OF ALGONQUIN DR.

PROPERTY OWNER:
GREENHILL VILLAGE RES LLC
211 1ST AVE SE #A
CEDAR RAPIDS, IA 52403

APPLICANT:
NELSON CONSTRUCTION & DEVELOPMENT
C/O JACOB WOLFGANG
218 6TH AVENUE, SUITE 200
DES MOINES, IA 50309
PH: 515-720-6170
JACOB@NELSONCONST.COM

PREPARED BY:
AXIOM CONSULTANTS
NICK BETTIS, P.E. - CIVIL ENGINEER
60 E. COURT STREET
IOWA CITY, IA 52240
PH: 319-519-6220
EMAIL: NBETTIS@AXIOM-CON.COM

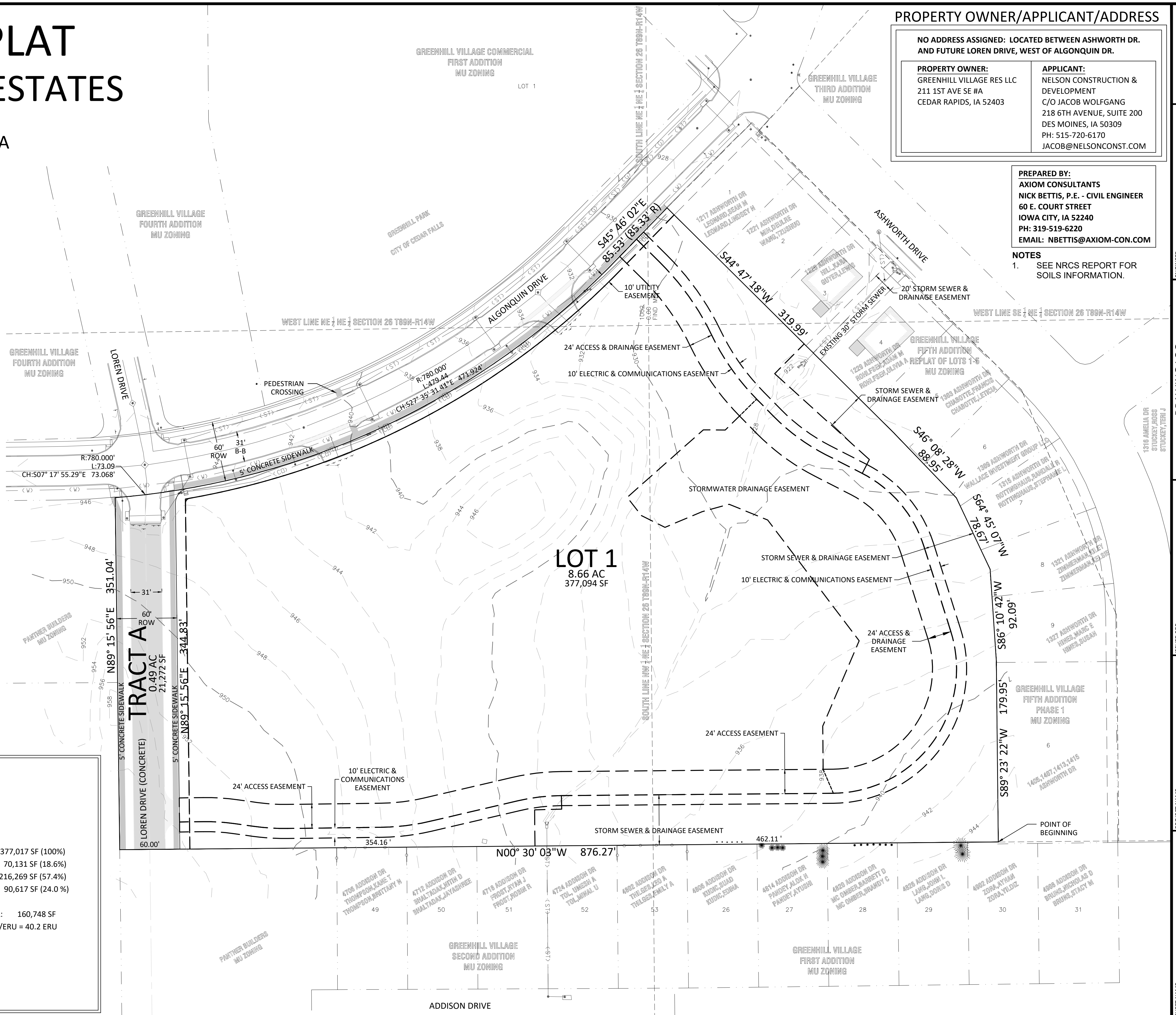
NOTES
1. SEE NRCS REPORT FOR SOILS INFORMATION.



LEGAL DESCRIPTION
BEING A PART OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 26, TOWNSHIP 89 NORTH, RANGE 14 WEST IN BLACK HAWK COUNTY, IOWA LYING WEST OF ALGONQUIN DRIVE DESCRIBED AS:
BEGINNING AT THE NORTHWEST CORNER OF LOT 6, GREENHILL VILLAGE FIFTH ADDITION, PHASE 1, AS RECORDED IN BOOK 2006, PAGE 18897 OF THE BLACK HAWK COUNTY RECORDS, THENCE ALONG THE EAST LINE OF SAID GREENHILL VILLAGE FIFTH ADDITION, PHASE 1 N00°30'03"W, 876.27 FEET; THENCE N89°15'56"E, 351.04 FEET TO THE WEST RIGHT OF WAY LINE OF ALGONQUIN DRIVE; THENCE SOUTHERLY 552.53 FEET ALONG SAID WEST LINE ON A 780.00 FOOT RADIUS CURVE CONCAVE EASTERLY (CHORD BEARING S24°54'27"E, 541.05 FEET); THENCE ALONG SAID WEST LINE S45°46'02"E, 85.53 FEET TO THE NORTHERLY CORNER OF LOT 1 OF THE REPLAT OF LOTS 1-5, GREENHILL VILLAGE FIFTH ADDITION, PHASE 1 AS RECORDED IN BOOK 2010, PAGE 22801 OF THE BLACK HAWK COUNTY RECORDS, THENCE ALONG THE NORTH LINE OF SAID REPLAT S44°47'18"W, 319.99 FEET; THENCE ALONG SAID NORTH LINE S46°08'28"W, 88.95 FEET; THENCE ALONG SAID NORTH LINE S64°45'07"W, 78.67 FEET; THENCE ALONG SAID NORTH LINE S86°10'42"W, 92.09 FEET; THENCE ALONG SAID NORTH LINE; S89°23'22"W, 179.95 FEET TO THE POINT OF BEGINNING.
DESCRIBED PARCEL CONTAINS 9.56 ACRES AND IS SUBJECT TO EASEMENTS AND OTHER RESTRICTIONS OF RECORD.

SITE INFORMATION

| | |
|---|--|
| PURPOSE OF DEVELOPMENT EXISTING SITE IS AN OPEN LOT WITH A DRAINAGEWAY CROSSING THROUGH. SITE SHALL BE REGRADED TO ACCOMMODATE NEW BUILDING WILL CONSIST OF ASSISTED LIVING AND MEMORY CARE CENTER, AND CAREFREE LIVING. | DIMENSIONAL STANDARDS FRONT SETBACK: 20' SIDE SETBACK: 30' REAR SETBACK: 30' |
| ZONING INFORMATION CURRENT ZONING - MIXED USE RESIDENTIAL (MU) | AREA CALCULATIONS TOTAL SITE 377,017 SF (100%) TOTAL BUILDING AREA 70,131 SF (18.6%) OVERALL OPEN SPACE 216,269 SF (57.4%) PARKING/DRIVES 90,617 SF (24.0%) |
| LOT SIZE 377,127 SF (8.66 ACRES) | ERU CALCULATIONS TOTAL IMPERVIOUS AREA: 160,748 SF 160,748 / 4,000 SF/ERU = 40.2 ERU |



DRAWING LOG

| REV | DATE | DESCRIPTION OF CHANGES |
|-----|------|------------------------|
| | | |
| | | |
| | | |

ISSUED FOR: CITY REVIEW
NOT FOR CONSTRUCTION
DATE ISSUED: NOVEMBER 7, 2019
CURRENT REV: A

PROJECT NAME: CEDAR FALLS
CLIENT NAME: NELSON CONSTRUCTION

SHEET NAME: PRELIMINARY PLAT
PROJECT NO.: 19-0053
SHEET NUMBER: 1 OF 1
PROJECT MANAGER: BOELK

DEED OF DEDICATION
OF
GREENHILL VILLAGE ESTATES
CEDAR FALLS, IOWA

KNOW ALL MEN BY THESE PRESENTS:

That Greenhill Village Residential, LLC, an Iowa limited liability company, with its principal office in Cedar Falls, Iowa; being desirous of setting out and platting into Lot 1 and Tract A the land described in the attached Certificate of Survey by Bradley R. Geater, P.L.S. dated _____, 2019, do by these presents designate and set apart the aforesaid premises as a subdivision of the City of Cedar Falls, Iowa the same to be known as:

GREENHILL VILLAGE ESTATES
CEDAR FALLS, IOWA

("Development") all of which is with the free consent and the desire of the undersigned and the undersigned do hereby designate and set apart Tract A for public use as a street as shown upon the attached plat.

EASEMENTS

The undersigned do hereby grant and convey to the City of Cedar Falls, Iowa, its successors and assigns, and to any private corporation, firm or person furnishing utilities for the transmission and/or distribution of water, storm water and drainage, sanitary sewer, gas, electricity, communication service or cable television, perpetual easements for the erection, laying, building and maintenance of said services over, across, on and/or under the property as shown on the attached plat designated as "10' Utility Easement". No structures shall be built or placed on said easements.

RESTRICTIONS

Be it also known that the undersigned do hereby covenant and agree for themselves and their successors and assigns that Lot 1 in the Development be and the same is hereby made subject to the following restrictions upon its use and occupancy as fully and effectively to all intents and purposes as if the same were contained and set forth in each deed of conveyance or mortgage that the undersigned or their successors in interest may hereinafter make for any of said Lot 1 and that such restrictions shall run with the land and with each individual lot thereof for the length of time and in all particulars hereinafter stated, to-wit:

1. Any building that shall be erected shall have a minimum setback from the front, side, and rear of the lot lines as indicated on attached Final Plat. All minimum setbacks will be required to meet or exceed the zoning in effect respecting the Development.
2. Any and all drainage easements will be required to follow the "Stormwater Management Plan" and no building structures, fence structures, landscaping structures, private gardens or any other possible obstruction can be built in and over said drainage easements, except for typical landscaping consisting of grass and other native vegetation. All lot owners and/or contractors working on said lots will be responsible to maintain said easements to be free and clear of any physical obstruction(s) thus allowing the conveyance of overland storm water runoff as intended per "Stormwater Management Plan" on record with the City of Cedar Falls Engineer's Office.

3. Lot 1 and the owner(s) of any part thereof shall be subject to all of the provisions of the Greenhill Village Master Plan currently on file with the City of Cedar Falls, Iowa, at the time of construction, and all amendments thereto, including but not limited to the design guidelines contained therein.

4. The undersigned and all persons and entities hereafter acquiring any right, title, or interest in any portion of Lot 1 shall be taken and held to have agreed and covenanted with the owners of all other portions of Lot 1 and with the respective successors and assigns of all of the rest of such other portions of Lot 1 to conform to and observe all of the foregoing covenants, restrictions, and stipulations as to the construction of building thereon, for a period of 21 years from the date of filing of said plat, and this deed of dedication for record. Within the period of 21 years and in accordance with Iowa Code § 614.24 and § 614.25 or their successor provisions, these covenants, restrictions, and stipulations may be extended for an additional period of 21 years upon compliance with § 614.24 and § 614.25 of the Code of Iowa. In the event an extension of the covenants, restrictions, and stipulations is not filed within the period of 21 years or successive 21-year periods, then the covenants, restrictions, and stipulations contained herein shall terminate at the end of the existing period of 21 years.

5. Invalidity of any of these covenants by judgment, decree, or court order, shall in no way affect any of the other provisions of this dedication and such other provisions shall remain in full force and effect.

6. If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any other person owning property in said Development to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions, and for the purpose of preventing such acts or recovering damages for such violations or both, and for costs and reasonable attorney fees as determined by the court.

PUBLIC IMPROVEMENTS REQUIRED IN PLAT

1. Tract A will be improved as a public street as shown on the attached plat, will be brought to City grade and that the street right of way will be sixty (60) feet in width and the back of curb to back of curb measurement shall be approximately thirty-one (31) feet, with approved hard surface pavement in accordance with the City of Cedar Falls, Standard Specifications unless otherwise specified as per approved construction plans. The public street to be installed on Tract A shall be completed on or prior to the recordation of the Final Plat. The cost of construction of the public improvements to be installed on Tract A shall be shared equally between Developer and the owner of the property located immediately north of Tract A currently owned by Panther Builders LLC.

2. Sanitary sewer, together with the necessary manholes and sewer service lines to all buildings in the plat will be provided.

3. That underground utilities, as required by the Subdivision Ordinance of the City of Cedar Falls, Iowa, shall be installed.

4. That city water will be provided to all buildings as required by the Cedar Falls Utilities.

5. That municipal fire hydrant(s) will be provided as required by the Cedar Falls Public Safety Department.

6. That Storm sewer will be provided as specified by the City Engineer.

7. That handicap ramps will be provided as required by law.
8. All buildings erected on any lot in this Development shall be constructed in accordance with the plumbing and electrical codes of the City of Cedar Falls.
9. The crosswalk providing access to Greenhill Park shall include a rapid flashing beacon, signage and striping and shall be installed on or prior to the recordation of the Final Plat.
10. The Developer or its successors will install a five (5) foot wide concrete sidewalk, four (4) inches thick across the easterly and northerly edge of Lot 1 prior to the issuance of a final certificate of occupancy respecting the building to be constructed on Lot 1. This shall include handicap ramps, if any, as required by state law. If Lot 1 remains vacant for five (5) years after the date of final approval of the plat, shall be improved with sidewalks as soon as the construction season permits.
11. That the work improvements called herein shall be in accordance with the specifications of the City of Cedar Falls, Iowa, and performed under the supervision of the City Engineer. In the event that the Developer, it grantees and assigns fail to complete said work and improvements called for within one (1) year from the date of the acceptance of said final plat by the City of Cedar Falls, Iowa, the City may then make improvements and assess the costs of the same to the respective parcel. The undersigned, for themselves, their successors, grantees and assigns, waive all statutory requirements of notice of time and place of hearing and agree that the City may install said improvements and assess the total costs thereof against the respective parcel. The foregoing one (1) year time frame shall be extended to five (5) years for the sidewalks to be installed in the Development.
12. That the City may perform said work, levy the cost thereof as assessments, and the undersigned agree that said assessments so levied shall be a lien on the respective parcel with the same force and effect as though all legal provisions pertaining to the levy of such special assessments have been observed, and further authorize the City Clerk to certify such assessments to the County Auditor as assessments to be paid in installments as provided by law.
13. The Developer shall construct and install all required public improvements within the subdivision plat, to conform with approved construction plans which meet the specifications of the City of Cedar Falls, Iowa. Such required public improvements shall meet the following requirements:
- A. Shall be constructed and installed in a good and workmanlike manner;
 - B. Shall be free of defects in workmanship or materials;
 - C. Shall be free of any conditions that could result in structural or other failure of said improvements;
 - D. Shall be constructed and installed in accordance with the design standards and technical standards established for such public improvements by the City and by Cedar Falls Utilities;
 - E. Shall be constructed and installed in strict compliance with the minimum acceptable specifications for the construction of public improvements set forth in the Cedar Falls Code of Ordinances, including without limitation, Chapter 24, Subdivisions, and as such specifications shall be recommended for approval by the City Engineer from time to time, and approved by the city council.

14. The Developer's construction plans are now on file in the Office of the City Engineer.

SIGNED and DATED this _____ day of _____, 2019

Greenhill Village Residential, LLC

By:
Its:

STATE OF IOWA, BLACK HAWK COUNTY: ss

This record was acknowledged before me on this ____ day of _____, 2019, by _____
_____, as _____ of Greenhill Village Residential, LLC

Notary



DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls
 220 Clay Street
 Cedar Falls, Iowa 50613
 Phone: 319-273-8606
 Fax: 319-273-8610
 www.cedarfalls.com

MEMORANDUM

Planning & Community Services Division

TO: Mayor and Council
FROM: David Sturch, Planner III
 Benjamin Claypool, Civil Engineer II
DATE: December 11, 2019
SUBJECT: Greenhill Village Estates Final Plat

REQUEST: Request to approve the Greenhill Village Estates Final Plat Case #FP19-011

PETITIONER: Greenhill Village Res LLC – owner; Nelson Construction; Axiom Consultants – Civil Engineer

LOCATION: 9.15 acre parcel at the southwest corner of Algonquin Drive and Loren Drive

PROPOSAL

The petitioner owns a 9.15 acre parcel at the southwest corner of Algonquin Drive and Loren Drive. The proposed subdivision will create one 8.66 acre lot and a new extension of Loren Drive off the west side of Algonquin Drive. The lot will be created in order to accommodate the construction of a new senior living facility that is described in a separate staff report under Case #SP19-015.

BACKGROUND

In 1998 the 130 acres of the Greenhill Village property was rezoned to MU, Mixed Use Residential. This rezoning was accompanied by the creation of a Greenhill Village Master Plan that was to be used as a guide for the development in this area. This Master Plan grew through a series of changes which led to the overall development plan for Greenhill Village in 2003.

Greenhill Village Residential LLC has owned this property since 2008. Since then, there have been several phases of development from single family to multi-family throughout the 130 acres with commercial uses on Greenhill Road along the northern edge of the development. The proposed plan is to develop this 9 acre piece of property for a new senior living facility along with the construction of Loren Drive, a new public street. Currently, the property is under contract to be purchased by Nelson Construction. The current property owner is required to complete the platting process and install the necessary public improvements that are associated with the Greenhill Village Estate plat.

ANALYSIS

The City’s Subdivision Ordinance outlines the requirements pertaining to Subdivision Plats. A Preliminary Subdivision Plat represents a “conceptual development plan” which the City must review and evaluate to insure compliance with all City regulations. Issues related to zoning regulations, utility easement provision, street locations and alignments and other factors are all subject to review and approval by City staff and the Planning and Zoning Commission and the City Council. Following Preliminary Plat approval by the City Council, the developer is free to begin installing the necessary public improvements (i.e. streets, sewers, waterlines, etc.) as indicated on the plat.



The preliminary plat must include the total land holdings of the owner on adjacent land or abutting the area intended for immediate development. The petitioner owns 9.15 acres of land along the west side of Algonquin Drive. The plat includes one 8.66 acre lot with the remaining 0.49 acres reserved for public right of way for the construction of Loren Drive in Tract A. Loren Drive will be a 31-foot wide street that extends approximately 350 feet westerly off of Algonquin Drive.

A Final Subdivision Plat formalizes the Preliminary Plat and authorizes the developer to begin selling lots and to begin building on the newly created lots. Normally a Final Subdivision Plat cannot be approved until all of the required public improvements have been installed and completed to the satisfaction of the City Engineer. A Final Plat can be “expedited” prior to full completion and acceptance of public improvements provided that the developer posts a cash bond or escrow agreement with the City Engineering Division which serves as a financial guarantee that all the improvements will be installed in a timely fashion.

The property is located in the MU, mixed use zoning district. Any development on this lot requires site plan review by the Planning and Zoning Commission and City Council. A site plan review for a new senior living facility is currently under review.

The majority of the proposed lot is open for development with easements along the south and west side of the lot. There is a storm sewer and drainage easement in this area to accommodate the 30” storm sewer line that collects the off-site drainage from the west and carries the water to the southeast corner of the lot and to Ashworth Drive. An access easement is placed over the driveway for the proposed senior living facility. This easement is for emergency vehicles, fire department and access to maintain the storm water detention pond near the south end of the site. There is also a 10-foot wide electric and communications easement along the outside edge of the aforementioned access driveway around the proposed building. Finally, the proposed storm water detention pond is in an easement around the north side of the driveway.

The MU zoning district requires a 20-foot setback along Algonquin Drive and Loren Drive along the east and north side of the plat. A 5-foot wide public sidewalk will be installed along the frontage of these to public street in conjunction with the development of Lot 1.

TECHNICAL COMMENTS

City technical staff, including Cedar Falls Utilities (CFU) personnel, has reviewed the proposed site plan. The water main and service to the property will be owned, installed, and maintained by the developer/owner, including the fire sprinkler service and all fire hydrants required by the Cedar Falls Public Safety Department. There is an existing water stub north of the proposed driveway on Algonquin that the developer will have to abandon. The developer will need to work with CFU regarding final locations of the water, electric, gas and communications utilities.

This project requires stormwater detention and routing. The petitioner's engineer submitted a stormwater detention plan as part of the preliminary and final plat. The stormwater ordinance requires the subject property to receive the stormwater from the adjacent properties and pass it through the site. The stormwater flows from the west in an existing 21" storm sewer. Currently, this storm sewer empties onto this property and flows overland in a southeasterly direction to an inlet that carries the water to the area wide detention basin. The proposal is to carry this off-site stormwater in a 30" storm sewer pipe along the west and south side of the property.

The storm water runoff that is generated from the proposed development will be collected in a series of inlet structures around the building, along the westerly driveway and around the parking lot to the wet basin or pond feature off the south side of the building. This pond is designed to accommodate a 100 year storm event. The pond will serve the site for both water quantity and water quality. Any flow into this pond beyond the 100 year event will be carried along the edge of the driveway and out to Algonquin Drive.

The property is located outside of the designated 100-year floodplain.

A courtesy notice to adjoining property owners was mailed on December 11, 2019.

PLANNING & ZONING COMMISSION

| | |
|--------------------------|--|
| Discussion 11/20/2019 | Chair Holst introduced the preliminary and final plat for Greenhill Village Estates and Mr. Sturch provided background information. He explained that it is a one lot subdivision on 8.66 acres. He discussed the utility and stormwater drainage easements, explaining that there is overland flow to the drainage easement and storm sewer, and the storm sewer then carries the storm water to Ashworth Drive and eventually to an area wide detention basin. |
|--------------------------|--|

Jacob Wolfgang of Nelson Construction at 47 2040th Street, Des Moines, spoke to the project noting that the project proposes 120 apartment homes for assisted living and memory care. He noted that they met with the neighbors to discuss their plans and get feedback.

Ms. Prideaux asked if there are plans to have more permeable surfaces in the parking lot to help with water runoff. Nick Bettis, Axiom Consultants, civil engineer for the project, stated that their calculations account for the hard surface and that area will direct the water into the wet detention basin and will be a controlled release per City requirements. They have not had any discussion regarding making the roadways permeable.

Debbie Lee, 1415 Ashworth Drive, stated that she has several concerns regarding traffic generated from this type of development, the stormwater basins and the potential light and noise pollution. Mr. Sturch stated that these concerns will be further explained with the site plan review for the next item on the agenda.

Robin Frost, 4718 Addison Drive, expressed her appreciation of the developer's interest in talking with the neighbors for feedback, and noted she had questions regarding the proposed berm.

Mr. Wingert noted that he will abstain from this item.

This item was continued to the next meeting.

Discussion
12/4/2019

Chair Holst introduced the preliminary and final plat for Greenhill Village Estates and Mr. Sturch provided background information. He explained that the plats were presented at the last meeting and stated that the two would be discussed together as they are similar. The plat is located near the northwest corner of Ashworth Drive and Algonquin and is approximately 8.66 acres. The lot is intended to accommodate a new senior living facility and any easements have been provided. He discussed the current stormwater conditions, explaining that there will be overland flow to the drainage easement and storm sewer. The sewer will carry the stormwater to Ashworth Drive and eventually to an area-wide detention basin. He also discussed the proposed conditions for the storm sewers. Staff recommends approval of the plats. Mr. Wingert recused himself from the item.

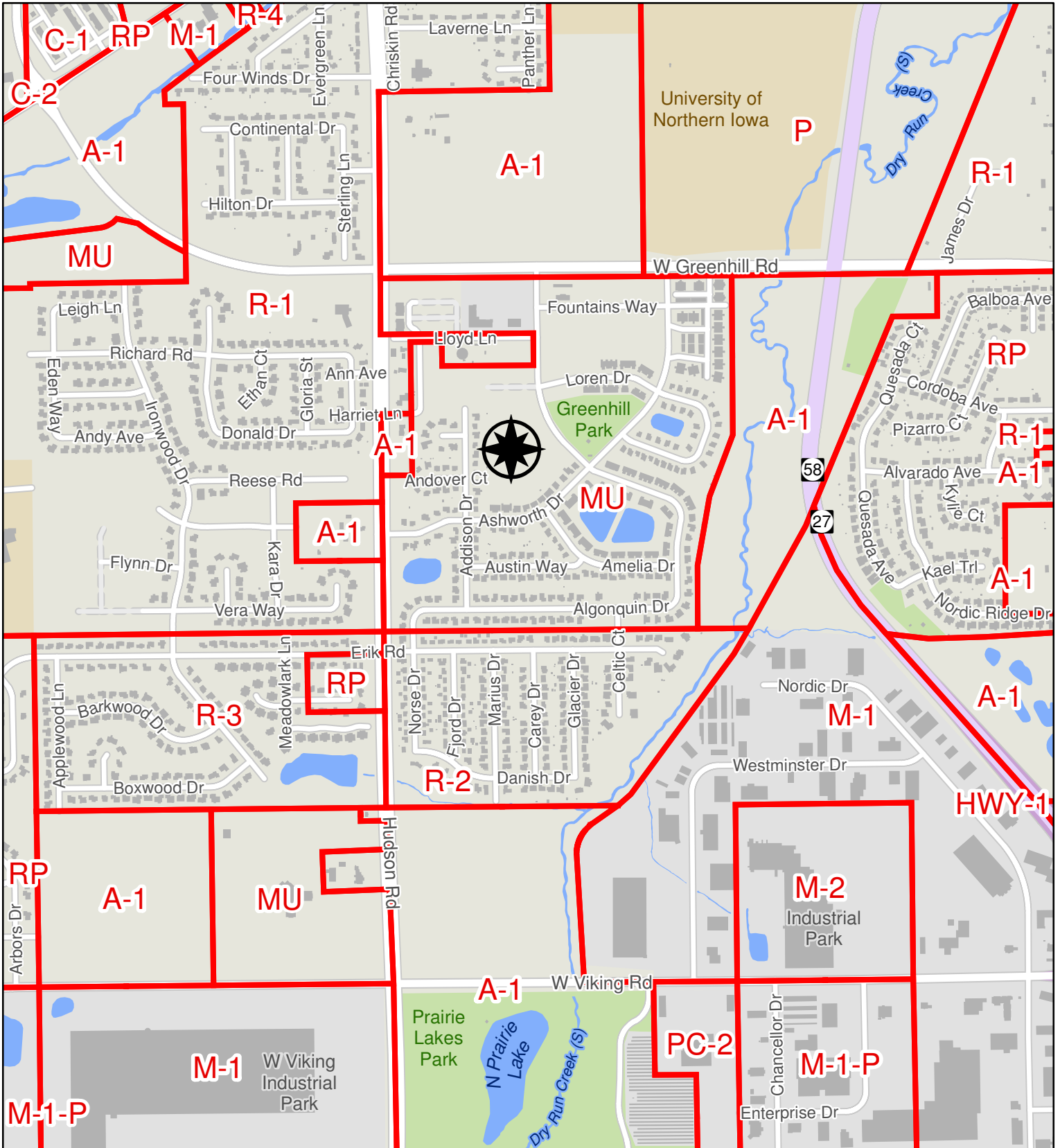
There was no discussion and the Commission made a recommendation to approve the Greenhill Village Estates Preliminary and Final Plat.

STAFF RECOMMENDATION

The Community Development Department recommends approval of the final plat for the Greenhill Village Estates subdivision.

Cedar Falls Planning and Zoning Commission
December 16, 2019

ITEM 31.



Greenhill Village Estates Preliminary and Final Plat

591

FINAL PLAT

GREENHILL VILLAGE ESTATES

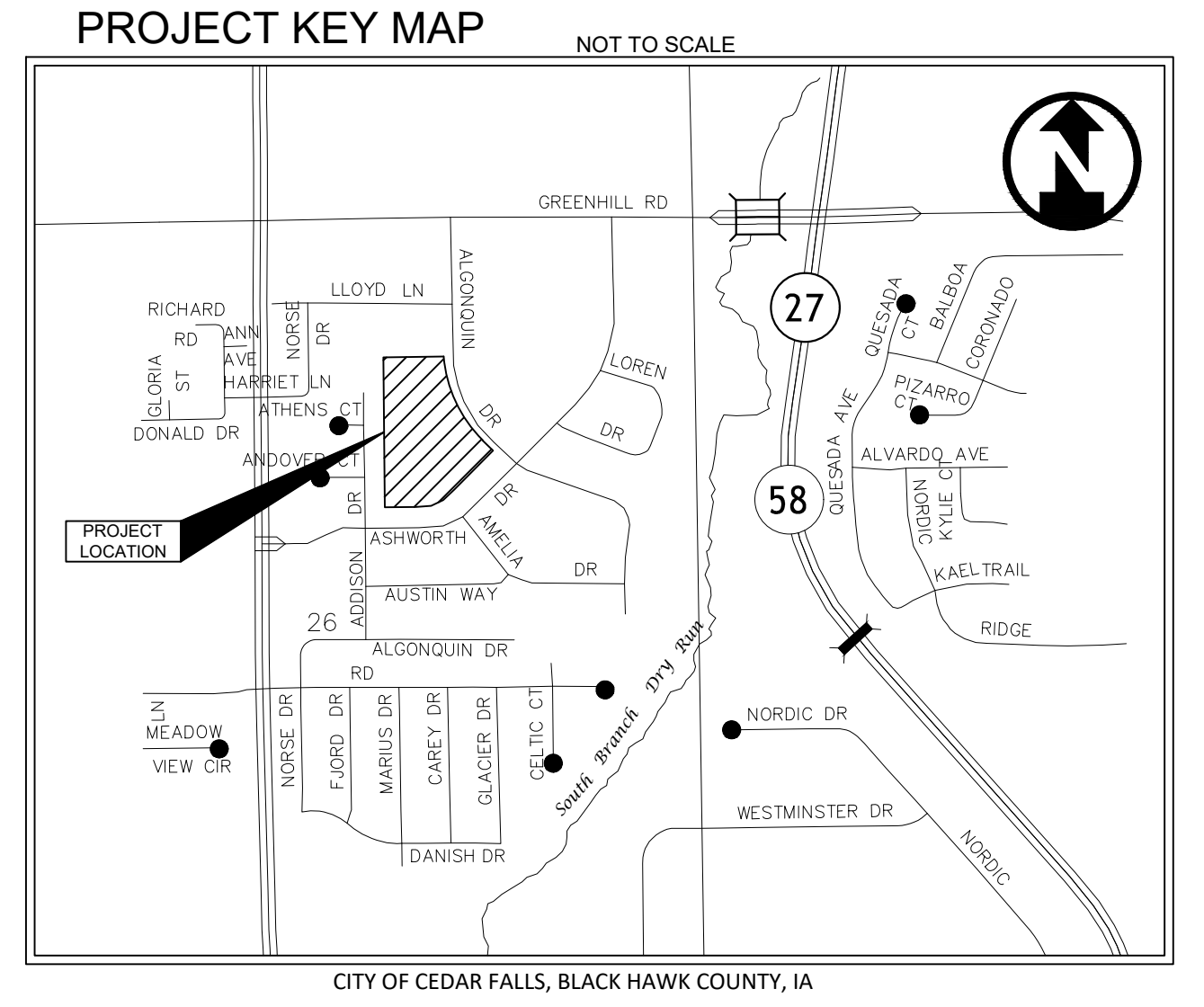
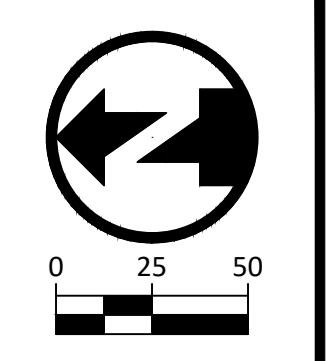
CITY OF CEDAR FALLS
BLACK HAWK COUNTY, IOWA

| UTILITY EASEMENT - CURVE TABLE | | | | | |
|--------------------------------|--------|--------|------------|---------------|------------|
| CURVE # | LENGTH | RADIUS | DELTA | CHORD DIR. | CHORD LEN. |
| C5 | 89.62 | 262.00 | 19°35'54" | S54° 32' 25"W | 89.18 |
| C6 | 78.37 | 238.00 | 18°52'04" | S54° 54' 20"W | 78.02 |
| C7 | 63.85 | 200.00 | 18°17'30" | S36° 19' 33"W | 63.58 |
| C8 | 98.05 | 124.00 | 45°18'21" | S49° 49' 58"W | 95.52 |
| C9 | 231.60 | 124.00 | 107°00'48" | N54° 00' 27"W | 199.37 |
| C10 | 44.15 | 200.00 | 12°38'54" | N06° 49' 30"W | 44.06 |
| C11 | 48.10 | 222.00 | 12°24'53" | N06° 56' 30"W | 48.01 |
| C12 | 33.77 | 222.00 | 8°42'57" | N03° 37' 25"E | 33.74 |
| C13 | 30.84 | 202.00 | 8°44'56" | N03° 36' 26"E | 30.81 |

NOTES:

- TRACT A TO BE DEDICATED TO THE CITY AS PUBLIC ROW.
- ALL MONUMENTS TO BE PLACED WITHIN ONE YEAR OF RECORDING OF SUBDIVISION.
- BASIS OF BEARINGS IS THE IOWA PLANE COORDINATE SYSTEM SOUTH ZONE NAD 83..
- THIS PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS AND ROADWAYS OF RECORD.
- NO INVESTIGATION CONCERNING ENVIRONMENTAL AND SUBSURFACE CONDITIONS, OR FOR THE EXISTENCE OF UNDERGROUND CONTAINERS, STRUCTURES OR FACILITIES WHICH MAY AFFECT THE USE OR DEVELOPMENT OF THIS PROPERTY WAS MADE AS A PART OF THIS SURVEY.
- NO INVESTIGATION WAS MADE AS A PART OF THIS SURVEY TO DETERMINE OR SHOW DATA CONCERNING EXISTENCE, SIZE, DEPTH, CONDITION, CAPACITY, OR LOCATION OF ANY UTILITIES OR MUNICIPAL FACILITIES, EXCEPT AS NOTED. CALL IOWA ONE-CALL AT 1-800-292-8989 FOR INFORMATION REGARDING THESE UTILITIES OR FACILITIES.
- DISTANCES ARE LISTED IN FEET AND DECIMAL PART OF A FOOT.
- ERROR OF CLOSURE IS LESS THAN 1 IN 10,000.

| FOR RECORDER'S USE ONLY | |
|---|--|
| COUNTY: BLACKHAWK | |
| SECTION: 26-89-14 | |
| QUARTER SECTION: NE 1/4 | |
| CITY: CEDAR FALLS | |
| SUBDIVISION: GREENHILL VILLAGE ESTATES | |
| BLOCK: NA | |
| LOT(S): NA | |
| PROPRIETOR: GREENHILL VILLAGE RES LLC | |
| REQUESTED BY: NELSON CONSTRUCTION & DEVELOPMENT | |
| PREPARED BY: AXIOM CONSULTANTS, LLC, 60 E. Court St. Unit 3 Iowa City, IA 52240 - PH# 319.519.6220 | |



LEGAL DESCRIPTION

BEING A PART OF THE NORTHEAST QUARTER (NE ¼) OF SECTION 26, TOWNSHIP 89 NORTH, RANGE 14 WEST IN BLACK HAWK COUNTY, IOWA LYING WEST OF ALGONQUIN DRIVE DESCRIBED AS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 6, GREENHILL VILLAGE FIFTH ADDITION, PHASE 1, AS RECORDED IN BOOK 2006, PAGE 18897 OF THE BLACK HAWK COUNTY RECORDS, THENCE ALONG THE EAST LINE OF SAID GREENHILL VILLAGE FIFTH ADDITION, PHASE 1 N00°30'03"W, 876.27 FEET; THENCE N89°15'56"E, 351.04 FEET TO THE WEST RIGHT OF WAY LINE OF ALGONQUIN DRIVE; THENCE SOUTHERLY 552.53 FEET ALONG SAID WEST LINE ON A 780.00 FOOT RADIUS CURVE CONCAVE EASTERLY (CHORD BEARING S24°54'27"E, 541.05 FEET); THENCE ALONG SAID WEST LINE S45°46'02"E, 85.53 FEET TO THE NORTHERLY CORNER OF LOT 1 OF THE REPLAT OF LOTS 1-5, GREENHILL VILLAGE FIFTH ADDITION, PHASE 1 AS RECORDED IN BOOK 2010, PAGE 22801 OF THE BLACK HAWK COUNTY RECORDS, THENCE ALONG THE NORTH LINE OF SAID REPLAT S44°47'18"W, 319.99 FEET; THENCE ALONG SAID NORTH LINE S46°08'28"W, 88.95 FEET; THENCE ALONG SAID NORTH LINE S64°45'07"W, 78.67 FEET; THENCE ALONG SAID NORTH LINE S86°10'42"W, 92.09 FEET; THENCE ALONG SAID NORTH LINE; S89°23'22"W, 179.95 FEET TO THE POINT OF BEGINNING.

DESCRIBED PARCEL CONTAINS 9.56 ACRES AND IS SUBJECT TO EASEMENTS AND OTHER RESTRICTIONS OF RECORD.

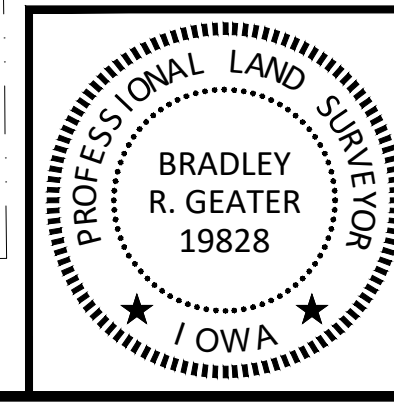
LEGEND

- △ SECTION CORNER
- PROPERTY CORNER - FOUND 1/2" Ø REBAR NO CAP OR AS LABELED
- PROPERTY CORNER - FOUND 1/2" Ø REBAR YPC #8165
- PROPERTY CORNER - SET SET 5/8" Ø REBAR WITH OPC #19828
- OPC ORANGE PLASTIC CAP
- YPC YELLOW PLASTIC CAP
- RPC RED PLASTIC CAP
- BOUNDARY OR PROPERTY LINE
- - - EXISTING PROPERTY LINE
- SECTION LINE
- - - EASEMENT
- EXISTING FENCE

PLAT PREPARED BY:
AXIOM CONSULTANTS
60 E. COURT STREET
IOWA CITY, IA 52240
PH: 319-519-6220

PROPERTY OWNER:
GREENHILL VILLAGE RES LLC
211 1ST AVE SE #A
CEDAR RAPIDS, IA 52403

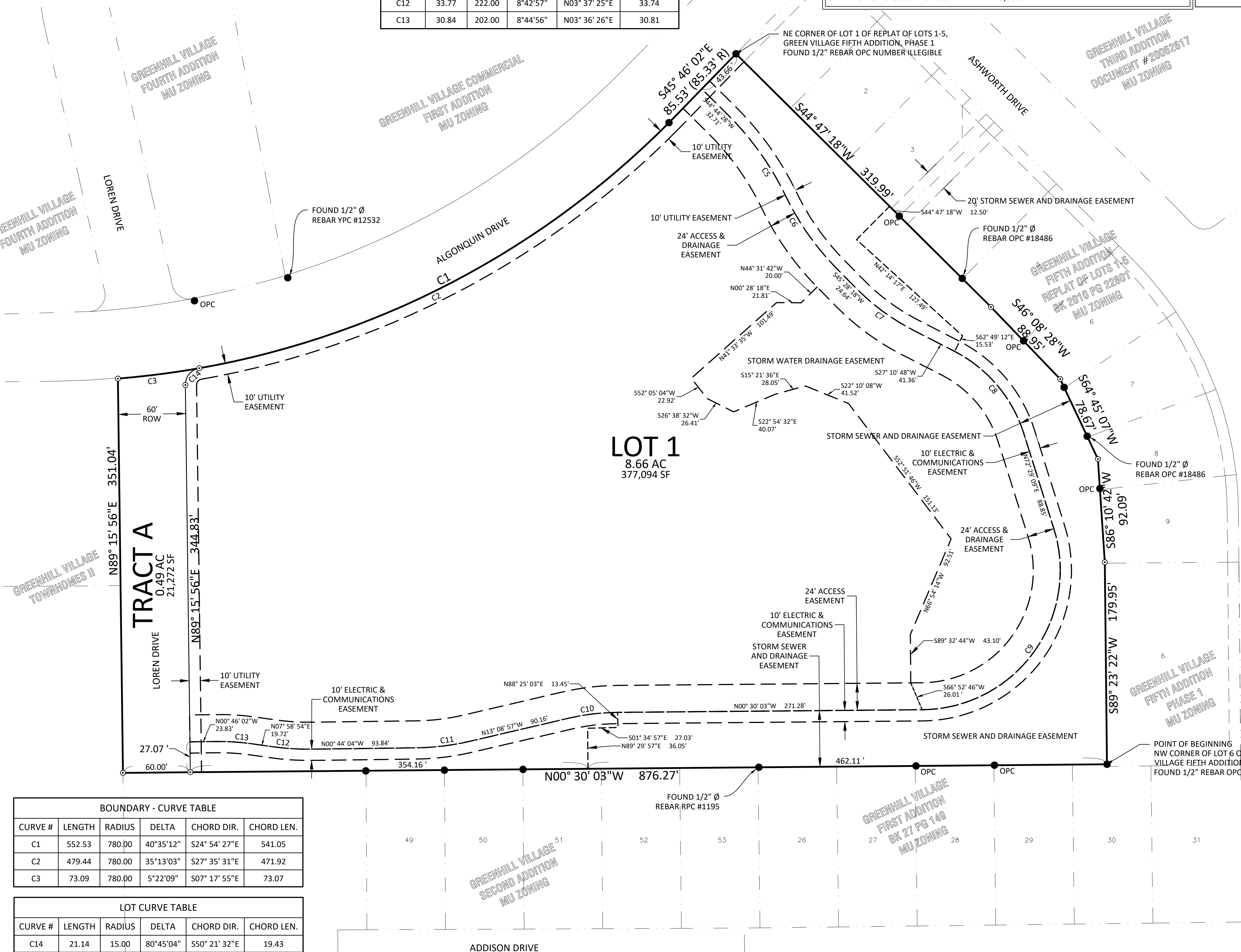
APPLICANT:
NELSON CONSTRUCTION & DEVELOPMENT
218 6TH AVENUE, SUITE 200
DES MOINES, IA 50309



HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

BRADLEY R. GEATER, P.L.S., P.E.
LICENSE NUMBER 19828
MY LICENSE RENEWAL DATE: DECEMBER 31, 2019.

PAGES OR SHEETS COVERED BY THIS SEAL: ALL



BOUNDARY - CURVE TABLE

| CURVE # | LENGTH | RADIUS | DELTA | CHORD DIR. | CHORD LEN. |
|---------|--------|--------|-----------|---------------|------------|
| C1 | 552.53 | 780.00 | 40°35'12" | S24° 54' 27"E | 541.05 |
| C2 | 479.44 | 780.00 | 35°13'03" | S27° 35' 31"E | 471.92 |
| C3 | 73.09 | 780.00 | 5°22'09" | S07° 17' 55"E | 73.07 |

LOT CURVE TABLE

| CURVE # | LENGTH | RADIUS | DELTA | CHORD DIR. | CHORD LEN. |
|---------|--------|--------|-----------|---------------|------------|
| C14 | 21.14 | 15.00 | 80°45'04" | S50° 21' 32"E | 19.43 |

DRAWING LOG

| REV | DATE | DESCRIPTION OF CHANGES |
|-----|------|------------------------|
| | | |
| | | |
| | | |

ISSUED FOR: CITY REVIEW
 PROJECT NAME: GREENHILL VILLAGE ESTATES
 CLIENT NAME: NELSON CONSTRUCTION
 DATE ISSUED: NOVEMBER 7, 2019
 CURRENT REV: A

PROJECT NAME: GREENHILL VILLAGE ESTATES
 CLIENT NAME: NELSON CONSTRUCTION

PROJECT NO.: 19-0053
 SHEET NUMBER: 1 OF 1
 PROJECT MANAGER: GEATER

DEED OF DEDICATION
OF
GREENHILL VILLAGE ESTATES
CEDAR FALLS, IOWA

KNOW ALL MEN BY THESE PRESENTS:

That Greenhill Village Residential, LLC, an Iowa limited liability company, with its principal office in Cedar Falls, Iowa; being desirous of setting out and platting into Lot 1 and Tract A the land described in the attached Certificate of Survey by Bradley R. Geater, P.L.S. dated December 16, 2019, do by these presents designate and set apart the aforesaid premises as a subdivision of the City of Cedar Falls, Iowa the same to be known as:

GREENHILL VILLAGE ESTATES
CEDAR FALLS, IOWA

("Development") all of which is with the free consent and the desire of the undersigned and the undersigned do hereby designate and set apart Tract A for public use as a street as shown upon the attached plat.

EASEMENTS

The undersigned do hereby grant and convey to the City of Cedar Falls, Iowa, its successors and assigns, and to any private corporation, firm or person furnishing utilities for the transmission and/or distribution of water, storm water and drainage, sanitary sewer, gas, electricity, communication service or cable television, perpetual easements for the erection, laying, building and maintenance of said services over, across, on and/or under the property as shown on the attached plat designated as "10' Utility Easement". No structures shall be built or placed on said easements.

RESTRICTIONS

Be it also known that the undersigned do hereby covenant and agree for themselves and their successors and assigns that Lot 1 in the Development be and the same is hereby made subject to the following restrictions upon its use and occupancy as fully and effectively to all intents and purposes as if the same were contained and set forth in each deed of conveyance or mortgage that the undersigned or their successors in interest may hereinafter make for any of said Lot 1 and that such restrictions shall run with the land and with each individual lot thereof for the length of time and in all particulars hereinafter stated, to-wit:

1. Any building that shall be erected shall have a minimum setback from the front, side, and rear of the lot lines as indicated on attached Final Plat. All minimum setbacks will be required to meet or exceed the zoning in effect respecting the Development.

2. Any and all drainage easements will be required to follow the "Stormwater Management Plan" and no building structures, fence structures, landscaping structures, private gardens or any other possible obstruction can be built in and over said drainage easements, except for typical landscaping consisting of grass and other native vegetation. All lot owners and/or contractors working on said lots will be responsible to maintain said easements to be free and clear of any physical obstruction(s) thus allowing

the conveyance of overland storm water runoff as intended per “Stormwater Management Plan” on record with the City of Cedar Falls Engineer's Office.

3. Lot 1 and the owner(s) of any part thereof shall be subject to all of the provisions of the Greenhill Village Master Plan currently on file with the City of Cedar Falls, Iowa, at the time of construction, and all amendments thereto, including but not limited to the design guidelines contained therein.

4. The undersigned and all persons and entities hereafter acquiring any right, title, or interest in any portion of Lot 1 shall be taken and held to have agreed and covenanted with the owners of all other portions of Lot 1 and with the respective successors and assigns of all of the rest of such other portions of Lot 1 to conform to and observe all of the foregoing covenants, restrictions, and stipulations as to the construction of building thereon, for a period of 21 years from the date of filing of said plat, and this deed of dedication for record. Within the period of 21 years and in accordance with Iowa Code § 614.24 and § 614.25 or their successor provisions, these covenants, restrictions, and stipulations may be extended for an additional period of 21 years upon compliance with § 614.24 and § 614.25 of the Code of Iowa. In the event an extension of the covenants, restrictions, and stipulations is not filed within the period of 21 years or successive 21-year periods, then the covenants, restrictions, and stipulations contained herein shall terminate at the end of the existing period of 21 years.

5. Invalidity of any of these covenants by judgment, decree, or court order, shall in no way affect any of the other provisions of this dedication and such other provisions shall remain in full force and effect.

6. If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any other person owning property in said Development to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions, and for the purpose of preventing such acts or recovering damages for such violations or both, and for costs and reasonable attorney fees as determined by the court.

PUBLIC IMPROVEMENTS REQUIRED IN PLAT

1. Tract A will be improved as a public street as shown on the attached plat, will be brought to City grade and that the street right of way will be sixty (60) feet in width and the back of curb to back of curb measurement shall be approximately thirty-one (31) feet, with approved hard surface pavement in accordance with the City of Cedar Falls, Standard Specifications unless otherwise specified as per approved construction plans. The public street to be installed on Tract A shall be completed on or prior to the recordation of the Final Plat. The cost of construction of the public improvements to be installed on Tract A shall be shared equally between Developer and the owner of the property located immediately north of Tract A currently owned by Panther Builders LLC.

2. Sanitary sewer, together with the necessary manholes and sewer service lines to all buildings in the plat will be provided.

3. That underground utilities, as required by the Subdivision Ordinance of the City of Cedar Falls, Iowa, shall be installed.

4. That city water will be provided to all buildings as required by the Cedar Falls Utilities.
5. That municipal fire hydrant(s) will be provided as required by the Cedar Falls Public Safety Department.
6. That Storm sewer will be provided as specified by the City Engineer.
7. That handicap ramps will be provided as required by law.
8. All buildings erected on any lot in this Development shall be constructed in accordance with the plumbing and electrical codes of the City of Cedar Falls.
9. The crosswalk providing access to Greenhill Park shall include a rapid flashing beacon, signage and striping and shall be installed on or prior to the recordation of the Final Plat.
10. The Developer or its successors will install a five (5) foot wide concrete sidewalk, four (4) inches thick across the easterly and northerly edge of Lot 1 prior to the issuance of a final certificate of occupancy respecting the building to be constructed on Lot 1. This shall include handicap ramps, if any, as required by state law. If Lot 1 remains vacant for five (5) years after the date of final approval of the plat, shall be improved with sidewalks as soon as the construction season permits.
11. That the work improvements called herein shall be in accordance with the specifications of the City of Cedar Falls, Iowa, and performed under the supervision of the City Engineer. In the event that the Developer, it grantees and assigns fail to complete said work and improvements called for within one (1) year from the date of the acceptance of said final plat by the City of Cedar Falls, Iowa, the City may then make improvements and assess the costs of the same to the respective parcel. The undersigned, for themselves, their successors, grantees and assigns, waive all statutory requirements of notice of time and place of hearing and agree that the City may install said improvements and assess the total costs thereof against the respective parcel. The foregoing one (1) year time frame shall be extended to five (5) years for the sidewalks to be installed in the Development.
12. That the City may perform said work, levy the cost thereof as assessments, and the undersigned agree that said assessments so levied shall be a lien on the respective parcel with the same force and effect as though all legal provisions pertaining to the levy of such special assessments have been observed, and further authorize the City Clerk to certify such assessments to the County Auditor as assessments to be paid in installments as provided by law.
13. The Developer shall construct and install all required public improvements within the subdivision plat, to conform with approved construction plans which meet the specifications of the City of Cedar Falls, Iowa. Such required public improvements shall meet the following requirements:
 - A. Shall be constructed and installed in a good and workmanlike manner;
 - B. Shall be free of defects in workmanship or materials;
 - C. Shall be free of any conditions that could result in structural or other failure of said improvements;
 - D. Shall be constructed and installed in accordance with the design standards and technical standards established for such public improvements by the City and by

Cedar Falls Utilities;

- E. Shall be constructed and installed in strict compliance with the minimum acceptable specifications for the construction of public improvements set forth in the Cedar Falls Code of Ordinances, including without limitation, Chapter 24, Subdivisions, and as such specifications shall be recommended for approval by the City Engineer from time to time, and approved by the city council.

14. The Developer's construction plans are now on file in the Office of the City Engineer.

SIGNED and DATED this 6th day of DECEMBER, 2019.

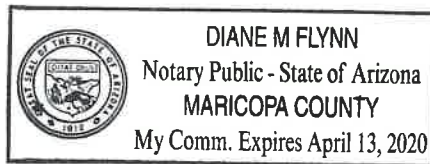
GREENHILL VILLAGE RESIDENTIAL, LLC

By: Darryl High
Its: Manager

STATE OF ARIZONA, COUNTY OF MARICOPA : ss

This record was acknowledged before me on this 6th day of DECEMBER, 2019, by Darryl High as Manager of Greenhill Village Residential, LLC.

Notary Public in and for said State
My Commission Expires: 4/13/2020





DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Mayor and Council
FROM: David Sturch, Planner III
DATE: December 11, 2019
SUBJECT: Greenhill Village Senior Living Site Plan

REQUEST: Request to approve the Greenhill Village Senior Living Site Plan
 Case #SP19-015

PETITIONER: Greenhill Village Res LLC – owner; Axiom Consultants – Civil Engineer

LOCATION: 8.66 acre parcel at the southwest corner of Algonquin Driven and Loren Drive

PROPOSAL

The petitioner is proposing to build a 121 unit retirement building that will consist of 32 units in the memory care area, 69 assisted living units, and 20 independent living units on a 8.66 acre parcel along the west side of Algonquin Drive. The memory care section is located at the south end of the proposed building. This section will be a single story structure. The central portion of the building is the commons area that transitions from a single story to a two and three story section for the assisted living and independent living area at the north end of the building.

BACKGROUND

In 1998 the 130 acres of the Greenhill Village property was rezoned to MU, Mixed Use Residential. This rezoning was accompanied by the creation of a Greenhill Village Master Plan that was to be used as a guide for the development in this area. This Master Plan grew through a series of changes when Wal Mart favored this site in the early 2000s. The City Council eventually denied the Wal Mart plan in 2002 which led to the overall development plan for Greenhill Village in 2003.

Since then, there have been several phases of development from single family to multi-family throughout the 130 acres with commercial uses on Greenhill Road along the northern edge of the development. Located in the central portion of the Greenhill Village neighborhood is the new Place to Play Park. This park is across the street from the proposed 9.15 acre development site of the Greenhill Village senior living facility. Based on the 2003 Master Plan, this 9.15 acre parcel included 12 condominium buildings with a total of 144 units. The proposed senior living development is 121 units. Attached is the approved 2003 Master Plan.

ANALYSIS

The property in question is located within the MU, Mixed Use Residential, zoning district. Development in an MU zoning district requires a detailed site plan review to ensure that the development site satisfies the standards of the comprehensive plan, recognizes principles of civic design, land use planning, landscape architecture, and building architectural design that are set out for the district. Attention to details such as parking, open green space, landscaping, signage, building design, and other similar factors help to ensure orderly development. The following is a review of the zoning ordinance requirements:

Use: The intent of the MU district is to encourage a variety of housing types and neighborhood commercial land uses for the purpose of creating viable, self-supporting neighborhood districts. Therefore, MU zoning permits a variety of uses ranging from neighborhood commercial to office to single-unit homes to condominiums and multi-unit dwellings. The approved Greenhill Village Master Plan arranges the various permitted uses and densities by area. City’s Future Land Use Map closely follows the Greenhill Village Master Plan. A standard planning practice is to create a gradual transition of development intensity from single unit development to higher density residential to neighborhood-serving commercial and mixed-uses. The proposed Greenhill Village senior living facility will serve as a transition in development intensity and is consistent with the City’s Future Land Use Map. **The proposed senior living facility is a permitted use in this area.**

Building Location: In the MU Zoning District a 20 foot building setback area consisting of open landscaped green space must be established from any interior streets and other buildings. The side and rear yard setbacks are 30 feet. The proposed building and parking areas are located outside the aforementioned setbacks in the following manner: 48’ north; 57’ west; 180’ south; 37’ east. **Setbacks satisfied.**

Parking: The parking requirement for senior living facilities in Cedar Falls is 1.5 stalls for every dwelling unit and one stall for every two employees. The parking requirement for nursing homes is one parking stall for every 5 beds. The proposed senior living facility will include 32 memory care units, 69 assisted living units and 20 independent living units. The parking requirement is listed in the following table:

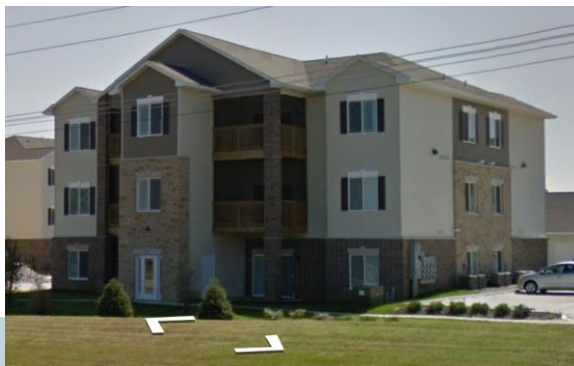
| Type of Use | Parking Requirement | No. of Beds/Units | Required Parking | Total |
|--------------------|---------------------|-------------------|------------------------|-------|
| Memory Care | 1 stall/5 beds | 32 Beds | 6.4 stalls | 7 |
| Assisted Living | 1 stall/5 beds | 77 Beds | 15.4 stalls | 16 |
| Independent Living | 1.5 stalls/unit | 20 Units | 30 stalls | 30 |
| Employee Parking | 1 Stall/2 Employees | 67 Employees | 33.5 stalls | 34 |
| | | | Total Required Parking | 87 |
| | | | Parking Provided | 104 |

The parking areas are located off of Algonquin Drive and behind the building along the access drive. The proposed driveway, at its closest point is approximately 40 feet from the adjoining properties to the south and 20 feet from the properties to the west. The petitioner states that there is enough parking stalls to accommodate employee shift changes as well as visitors and residents. All parking areas are well screened from the adjacent streets and nearby residential dwellings. **Parking stalls satisfied.**

Open Green Space/Landscaping: The MU District requires that open green space is at least 10% of the total development site area excluding the required district setbacks. The development site is 8.66 acres or 377,230 square feet. The proposed site plan offers 4.96 acres or 216,269 square feet (57%) of open space. The minimum required open space area for this lot is approximately 65,000 square feet. When deducting the district setbacks for this property the open space provided for the site is 151,269 square feet. **The open green space requirement is met.** In addition to the greenspace requirement the MU district has a landscaping requirement of 0.02 landscaping points per square foot of total development site area. For a 377,260 square foot lot, 7,544 landscaping points are needed. The proposed landscaping plan is proposing to provide 7,568 landscaping points. The proposed landscaped areas will be distributed throughout the development site. The MU District also requires 0.75 landscaping points for street trees per linear foot of public street frontage. This development is required to provide 650 (866 feet x 0.75) landscaping points worth of street trees. **Landscaping satisfied.**

Building Height: The maximum building height allowed in this district is 35 feet or three stories, whichever is less. In the MU district, buildings may increase in height if the setback is increased by 1 foot for every foot of height on the building. The proposed building will be one to three stories in height for a total height of 48 feet. The additional 13 feet of building height is added to the setbacks on all sides of the building. These building setbacks are 17 to 28 feet beyond the minimum requirements that correspond to the additional height of the building. The proposed building is situated from its lowest height at the south end of the site to its tallest point at the north end of the site. A berm will be installed along the westerly property line beginning from the north side of the storm sewer and continuing northward. Eventually the site will be graded near the northwest corner of the property to limit the visible height of the building. Attached is a cross-section that shows the berm and grade in this area. **Building height satisfied.**

Building Design: The MU District requires a design review of various elements to ensure architectural compatibility to surrounding structures within the MU District. Below are a set of images showing the character of neighboring buildings and developments within the MU District.



Proportion: The relationship between the width and height of the front elevations of adjacent buildings shall be considered in the construction or alteration of a building;

the relationship of width to height of windows and doors of adjacent buildings shall be considered in the construction or alteration of a building.

The MU District houses a variety of housing types and neighborhood commercial land uses. The property in question has single family residential development to the west

and south. There are four unit condos to the northeast and a city part to the east. Vacant land is along the north side of the site. Two story buildings are typical for this area with three story condos at the northeast corner of the Greenhill Village development. The proposed senior living facility will be one to three stories in height. The one story (approx. 24 feet in height) section and the two story (approx. 30 feet in height) section of the building will be closest to the existing residential dwellings along the west and south side of the property. The three story wing (approx. 48 feet in height) will be off the north and northeast corner of the building. The site will be graded and lowered from the existing grade so that the building will not appear to be as tall as the surrounding dwellings in the neighborhood.

The design of the building includes an array of windows on all sides. The central part of the building provides a covered entry feature for vehicle pick up and drops off. There are ground to eave window openings, transom windows along with a mixture of single, double and triple wide windows around the building. These features are found in other buildings throughout the Greenhill Village neighborhood. **Criterion met.**

Roof shape, pitch, and direction: The similarity or compatibility of the shape, pitch, and direction of roofs in the immediate area shall be considered in the construction or alteration of a building.

All neighboring residential developments have pitched roofs. The proposed senior living buildings will incorporate the same roof shape, pitch, and direction. **Criterion met.**

Pattern: Alternating solids and openings (wall to windows and doors) in the front facade and sides and rear of a building create a rhythm observable to viewers. This pattern of solids and openings shall be considered in the construction or alteration of a building.

The proposed building has a distinct repeating pattern for each section. The entries are either an extension or recessed from primary building line of the structure. There are covered porches in the central portion of the building for gathering space that the tenants can use. The primary roof ridge extends in a north/south direction and there are repeated gables that extend perpendicular from the roof ridge to create a nice rhythm around the building.

The pattern includes long horizontal and vertical lines repeated around the building with a three tone color of siding and stone materials. Portions of the roof design include a gable dormer to interrupt the pitch of the roof and in the lower portions of the building a craftsman style awning extends out from the facade. The windows and doors create a nice pattern around the building. Again, these design features are found on other buildings in this MU District. **Criterion met.**

Materials and texture: The similarity or compatibility of existing materials and textures on the exterior walls and roofs of buildings in the immediate area shall be considered in the construction or alteration of a building. A building or alteration shall be considered compatible if the materials and texture used are appropriate in the context of other buildings in the immediate area.

The proposed senior living facility includes a number of materials that make up the exterior portion of the facade. The lower portion of the building is covered with a cultur

stone material from the ground to the bottom of the window plane. The gable roof projections are covered with a vertical fiber cement panel in order to break up the long sections of the horizontal siding between the windows. This fiber cement siding is a more durable material than vinyl siding. The roof is covered with asphalt shingles and the awnings are covered with a standing seam metal roof. The proposed materials are consistent with materials used within the district. **Criterion met.**

Color: *The similarity or compatibility of existing colors of exterior walls and roofs of buildings in the area shall be considered in the construction or alteration of a building.*

The proposed buildings will be covered with both vertical white siding with horizontal slate blue and white siding. The cultured stone is gray and the asphalt shingles are gray. The use of a neutral color is consistent with the area. **Criterion met.**

Architectural features: *Architectural features, including but not limited to, cornices, entablatures, doors, windows, shutters, and fanlights, prevailing in the immediate area, shall be considered in the construction or alteration of a building. It is not intended that the details of existing buildings be duplicated precisely, but those features should be regarded as suggestive of the extent, nature, and scale of details that would be appropriate on new buildings or alterations.*

There are a number of architectural elements on the proposed senior living facility that resemble a craftsman style of architecture. There are exposed rafters that support the roof dormers, drive thru canopy and window shades. The roof line is broken up and the front walls are setback in places to create both visual horizontal and vertical breaks. Stone columns are added to the design to support the covered entry and porches. These architectural elements can be found in other buildings in the area. **Criterion met.**

Signage: A monument sign is located north of the driveway onto Algonquin Drive. The proposed monument sign must be located at least 10 feet behind the property line and shall not exceed 8 feet in height and 40 square feet in area. The signage plan should be submitted as part of this review. **Submit signage plan.**

Access locations/Sidewalks: There are two driveways locations for this site. The primary driveway is off of Algonquin to serve the main parking area off the east side of the building. The driveway extends around the south and west side of the building to eventually connect onto Loren Drive. The Loren Drive extension off the west side of Algonquin Drive will be constructed as part of the platting process that is described in a separate staff report for case no. FP19-011. Public sidewalks are required along the north and east side of the property. Interior sidewalks will be extended from the public sidewalks to the proposed building. **Criterion met.**

Stormwater: This project requires stormwater detention and routing. The petitioner's engineer submitted a stormwater detention plan as part of the preliminary and final plat. The stormwater ordinance requires the subject property to receive the stormwater from the adjacent properties and pass it through the site. The stormwater flows from the west in an existing 21" storm sewer. Currently, this storm sewer empties onto this property and flows overland in a southeasterly direction to an inlet that carries the water to the area wide detention basin. The proposal is to carry this off-site stormwater in a 30" storm sewer pipe along the west and south side of the property.

The storm water runoff that is generated from the proposed development will be collected by a series of inlet structures around the building, along the westerly driveway and around the parking lot to the wet basin or pond feature off the south side of the building. This pond is designed to accommodate a 100 year storm event. The pond will serve the site for both water quantity and water quality. Any flow into this pond beyond the 100 year event will be carried along the edge of the driveway and out to Algonquin Drive. The developer is looking into installing a set of fountains in the proposed wet basin in order to aerate the water and keep it circulating around the pond. This pond, at its closest point, is approximately 80 feet from the adjoining properties to the south and 100 feet from the properties to the west.

There are internal sidewalks that surround three sides of the pond. The plan is to create a 7-10 foot buffer from the edge of the water level to the sidewalk. This area will be separated with grass and landscaping with a 3:1 slope or flatter. The applicant’s engineer will be available at the meeting to answer any technical questions about the stormwater management plan for the site. **Criterion met.**

Other Site Elements:

The site lighting will include LED luminaires mounted on a 16’ tall round bronze aluminum pole for the parking lot and driveway around the building. Small bollard lights at 36” in height will be placed along the walking paths and by the building. These are downcast lights that do not project outward into the neighboring properties. Lumens or foot-candles equate to the energy and brightness of the light output. For example, a 60 watt light bulb produces 800 lumens at the source. An LED light would produce 8-12 lumens at the source. The attached lighting plan shows as the light reaches the ground, the lumens dissipate to 3-6 lumens and 0.0 to 0.3 lumens at the property line. The petitioner’s facility manager indicated that the site lights will be turned off between 11:00 pm to 6:00 am after the night shift arrives. There will still be some site lighting around the building for security measures.

A trash dumpster and generator area is located along the east side of the driveway behind the building. These areas will be concealed behind an 8 foot tall fence constructed with a composite decking material supported by steel posts.

The petitioner’s engineer provided a traffic analysis of the proposed retirement living facility. In comparing the proposed retirement community to a 144 unit apartment complex, the trip generation estimates are listed on the following table:

| Use | Trip per Day | Units | Total Trips per Day |
|----------------------|--------------|-------|---------------------|
| Apartment | 6.65 | 144 | 958 |
| Retirement Community | 2.81 | 121 | 340 |

The table shows approximately 65% less trips per day between the retirement community and apartment complex. These trips will be from staff shift changes and visitors. There are very few residents in this facility that will use their vehicles.

TECHNICAL COMMENTS

City technical staff, including Cedar Falls Utilities (CFU) personnel, has reviewed the proposed site plan. The public sidewalks along Algonquin Drive and Loren Drive will be 5 feet wide and installed in conjunction with the construction of the building. The water main and service to the property will be owned, installed, and maintained by the developer/owner, including the fire

sprinkler service and all fire hydrants required by the Cedar Falls Public Safety Department. There is an existing water stub north of the proposed driveway on Algonquin that the developer will have to abandon. The developer will need to work with CFU regarding final locations of the water, electric, gas and communications utilities.

A courtesy notice to adjoining property owners was mailed on December 11, 2019.

PLANNING & ZONING COMMISSION

Discussion 11/20/2019 Mr. Holst introduced the next item on the agenda for a MU district site plan review for a new retirement living facility in the Greenhill Village Estates and Mr. Sturch provided background information. He explained that it is proposed to build a senior retirement facility and provided details on the parking requirements, building location (setbacks), landscaping, stormwater runoff/detention and building design. Other items that were discussed was the monument sign, site lighting and dumpster/generator screening. At this time staff would like to gather comments from discussion and continue the item to the next meeting.

The developer's engineer, Mr. Nick Bettis, came forward again to address some questions that had been asked during the plat discussion. He summarized the setbacks of the driveway and pond and noted that the pond will be a wet feature year round with two or three fountains with aeration to control algae growth. He also clarified the berming feature along the westerly property line.

Mrs. Ann Stanfield, manager of the senior living facility, summarized the delivery and garbage removal schedule for this type of facility. Also many residents won't have vehicles so it should be a low impact on traffic.

Mrs. Robin Frost at 4718 Addison Drive noted her concerns with property values and whether it will be desirable to live near the facility. She stated that she feels that the contractor has been willing to make adjustments to work with the neighbors' concerns and she was hoping for respectful work hours during construction.

Mr. Randy Lee, 1415 Ashworth Drive, stated concerns with construction work near the playground and suggested changes to the parking along the streets near it.

Mrs. Catherine DeSoto from 4606 Hudson Road asked about the road connections in the neighborhood and how the proposed facility will be connected to the city streets. A response from Mr. Wolfgang followed. Mr. Sturch clarified that Loren Drive will extend to the limits of the lot and eventually connect into Norse off Hudson Road and into Addison as well.

Mr. Ryan Frost of 4718 Addison Drive questioned the lighting plan with a response by Mr. Bettis. Mr. Holst asked if the lights would be on all night. Ms. Stanfield noted that staff will be coming in at 11:00 so they will be on at that time for safety purposes, but she will check. Mr. Frost asked about the utilities to the site and access to fire hydrants with a response from Mr. Bettis.

Mrs. Debbie Lee of 1415 Ashworth wanted to know if there was any research or study completed to determine the impact of home values with this kind of development. Mr. Wolfgang stated that he cannot answer that but stated that people who have had any flooding issues in the past would potentially have a better home value.

Ms. Stanfield added that there would be minimal lighting after midnight. Just enough for safety purposes. The majority of the lights would be turned off or down after staff changes.

Mr. Rob Swales of 1524 Andover Court commented on the traffic and parking around the park and how busy the area is during the summer. He also commented on the potential noise from service vehicles and traffic.

Mr. Wingert noted that he will be abstaining from this item.

Ms. Prideaux complimented the property and noted her appreciation for the neighbors coming to discuss issues and create a dialogue.

Mr. Larson stated that he would like to encourage changing the placement of no parking signs around the park during construction and adding additional parking along the street. He also asked if this kind of building makes sense with the zoning and master plan, and whether there is any data on the type of traffic counts or activity that would be seen compared to the master plan. Ms. Howard stated that staff or the developer can bring back comparison of traffic generation with multi-family development at the next meeting. Mr. Larson also asked about the normal process for the master plan with this kind of development. Ms. Howard stated that senior living is an allowable use in the master plan and is a different type of multi-unit residential living so staff felt it was an appropriate use in the district and consistent with the master plan.

The discussion concluded and the site plan will be discussed at the next meeting.

Vote
12/4/2019

The next item for consideration by the Commission was a mixed use zone site plan for Greenhill Village Estates. Chair Holst introduced the item and Mr. Sturch provided background information. He explained that this item was also discussed at the last meeting. It is proposed to construct a new senior living facility with 121 units and 104 parking stalls. He discussed the site plan and provided a rendering of the landscaping plans and noted that requirements have been met. He discussed building design elements for each aspect of the building, as well as utilities, lighting, signage, dumpster and traffic. Staff recommends approval of the site plan.

Mrs. Robin Frost at 4718 Addison Drive stated that she realizes that the developer is well within their right to build the facility. She believed that single-family homes would be constructed behind her house. She presented a list of requests for the developer and the City to consider.

Mr. Jacob Wolfgang (developer), 4727 40th Street, Des Moines, stated that he feels the concerns of the neighbors are well noted. A SWPPP plan will be submitted as part of the approval process, and that they would repair any damage done to adjacent properties.

Mr. Holst asked if there has ever been single-family shown on that property on the master plan. Mr. Sturch stated that the plan has been adjusted from time to time, specifically along the north side of the development and recently along the north side of the Loren Drive extension, but this 8 acre parcel has remained the same from the 2003 plan.

Mrs. Debbie Lee at 1415 Ashworth Drive stated that she has concerns about parts of the project at include the access drive and entrance into the site in close proximity to the park. She requests that the access drive be moved. She feels there is a substantial safety issue, and suggests that the drive be moved further north, away from the park.

area. She also noted concerns with the lights on the property and potentially lowering them. She asked if the access road will be one or two way and noted her concern with traffic utilizing the road.

Mr. Nalin Goonesekere at 1518 Athens Court stated his appreciation for the developer's thoughtfulness to the concerns of the residents. He also noted his concern with the size of the trees being planted and urged the developer to plant large trees.

Mr. Wolfgang stated that they had looked at multiple ways of doing the service drive, but the current plan is the most functional. He also addressed the delivery truck traffic and stated that the road will be two-way traffic.

Mr. Nick Bettis, Axium Consultants, 60 East Court Street, Iowa City, Iowa, added that in the design process they did several iterations with regard to the access point in an attempt to balance comments from neighbors.

Ms. Lee noted her continued concern with the access location.

Mr. Wingert noted that he will be abstaining from this item.

Mr. Larson thanked the developer for making the adjustments and updated drawings so quickly. He asked about the process for making adjustments to signage and the parking signage near the park. Ms. Howard stated that staff could look at it if it were to become an issue. Mr. Sturch explained that staff receives petitions from the public with regard to on-street parking and they have given consideration to changes and adjustments.

Ms. Saul doesn't feel that traffic calming is the issue. She is concerned with semis trying to get through the entrance with cars parked on each side of the street and children getting in and out. She believes that will be a safety issue.

Mr. Larson didn't feel that an adjustment would not be worthwhile. His concern is for keeping Algonquin clear of traffic, etc.

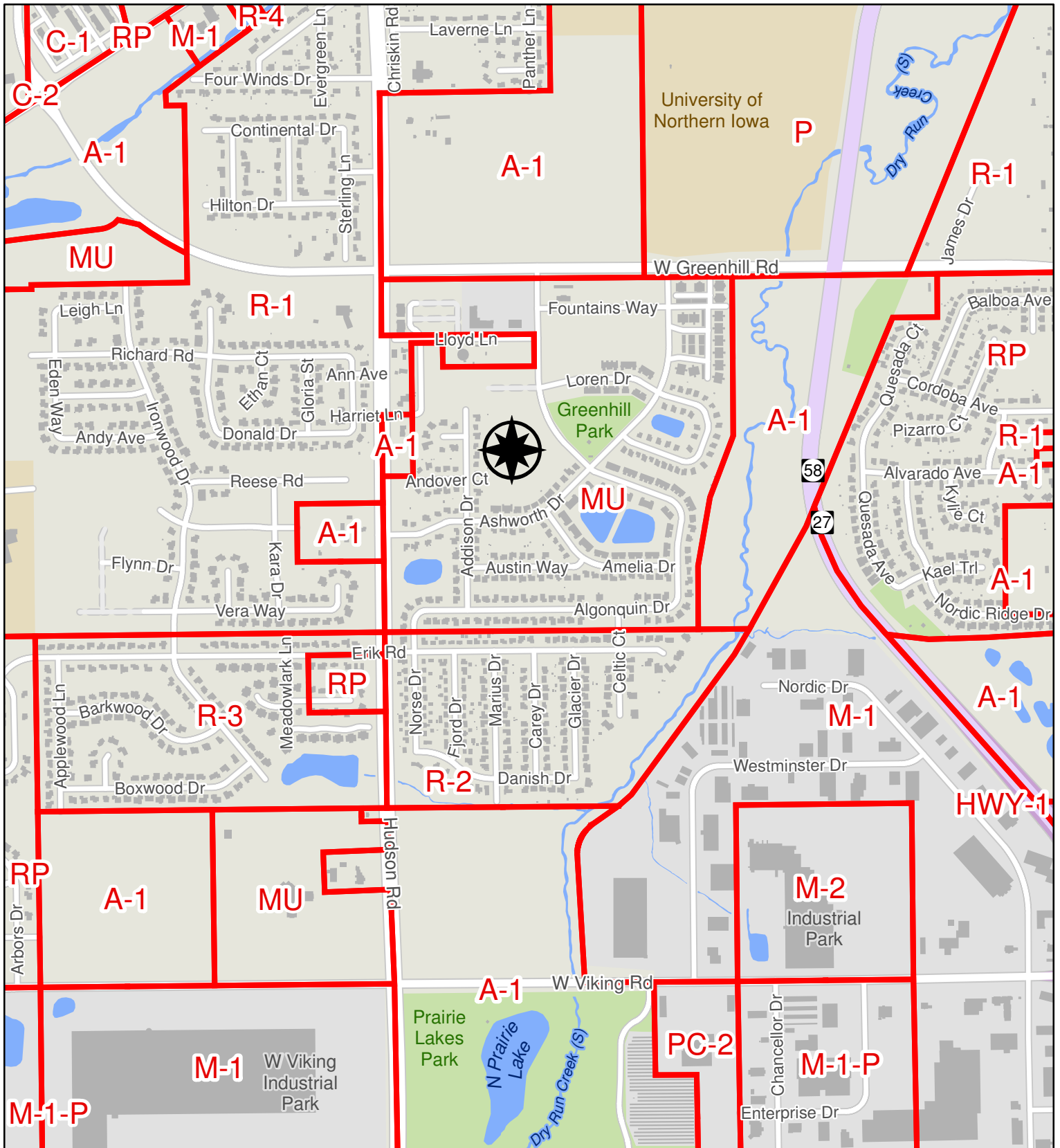
The discussion ended and the Planning and Zoning Commission approved a recommendation to approve the site plan for the Greenhill Village Estates development.

STAFF RECOMMENDATION

The Community Development Department recommends approval of the retirement community site plan for the Greenhill Village Estates.

Cedar Falls Planning and Zoning Commission
December 16, 2019

ITEM 32.

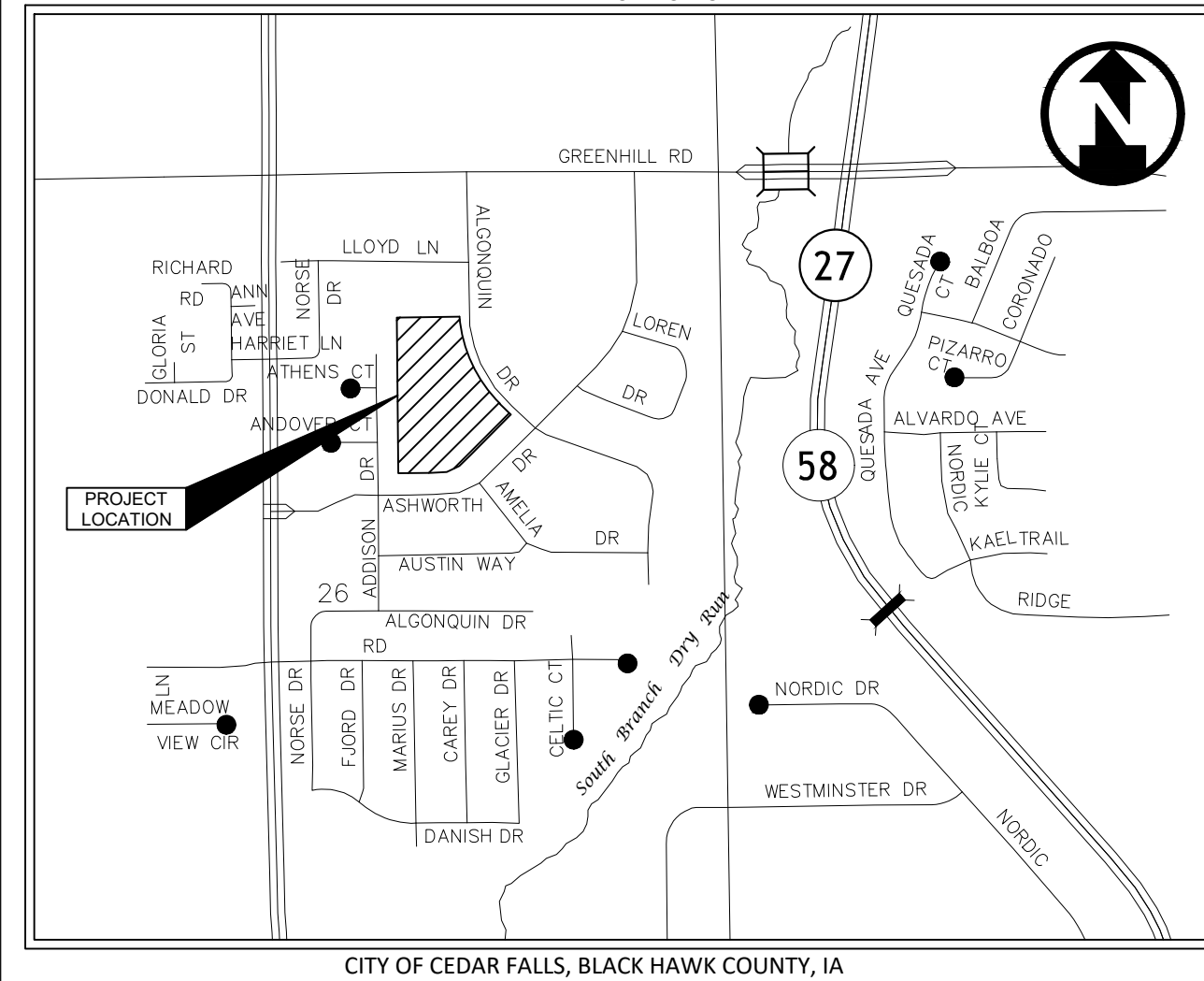


Greenhill Village Estates Retirement Community Site Plan

606

SITE PLAN GREENHILL VILLAGE IN THE CITY OF CEDAR FALLS BLACK HAWK COUNTY, IOWA

PROJECT VICINITY MAP

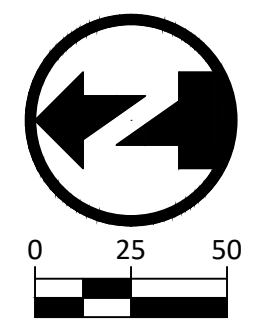


SITE INFORMATION

| | |
|--|--|
| PURPOSE OF DEVELOPMENT EXISTING SITE IS AN OPEN LOT WITH A DRAINAGEWAY CROSSING THROUGH. SITE SHALL BE REGRADED TO ACCOMMODATE NEW BUILDING WILL CONSIST OF ASSISTED LIVING AND MEMORY CARE CENTER, AND CAREFREE LIVING. | DIMENSIONAL STANDARDS FRONT SETBACK: 20' SIDE SETBACK: 30' REAR SETBACK: 30' *REQUEST UP TO A MAXIMUM OF 50-FT BY INCREASING EACH SETBACK BY 15-FT (1-FT ADDITIONAL SETBACK PER 1-FT ADDITIONAL HEIGHT ABOVE 35-FT CODE. PROPOSED BUILDING HAS A PLANNED HEIGHT OF ~48'. |
| ZONING INFORMATION CURRENT ZONING - MIXED USE RESIDENTIAL (MU) | AREA CALCULATIONS TOTAL SITE 377,017 SF (100%) TOTAL BUILDING AREA 70,131 SF (18.6%) OVERALL OPEN SPACE 216,269 SF (57.4%) PARKING/DRIVES 90,617 SF (24.0%) |
| LOT SIZE 377,127 SF (8.66 ACRES) | ERU CALCULATIONS TOTAL IMPERVIOUS AREA: 160,748 SF 160,748 / 4,000 SF/ERU = 40.2 ERU |
| MAXIMUM BUILDING HEIGHT: 35' (SEE SETBACK NOTE) | |
| REQUESTED DENSITY 121 UNITS (14.3 UNITS/ACRE) | |
| SITE NOTES: 1. ALL SIDEWALKS WITHIN ROW TO BE 5-FT. ALL SIDEWALKS WITHIN SITE TO BE A MINIMUM OF 5-FT. 2. ALL DRIVES & PARKING AREAS TO HAVE CURB AND GUTTER. 3. SIGHT DISTANCE TRIANGLES ARE 10-FT AND 30-FT PER ZONING CODE SECTION 26-220(e)(7) a AND b. FIGURE 2 AND 3. 4. THE PEDESTRIAN CROSSING IS PROPOSED IN THIS LOCATION. THE DEVELOPER IS REVIEWING THE COST/BENEFIT OF THIS CROSSING. OWNER MAY CHOOSE TO NOT INSTALL WITH DEVELOPMENT AND PEDESTRIANS WOULD USE CROSSINGS AT ADJACENT INTERSECTIONS. | |

PROPERTY OWNER/APPLICANT/ADDRESS

| | |
|--|--|
| NO ADDRESS ASSIGNED: LOCATED BETWEEN ASHWORTH DR. AND FUTURE LOREN DRIVE, WEST OF ALGONQUIN DR. | |
| PROPERTY OWNER: GREENHILL VILLAGE RES LLC 211 1ST AVE SE #A CEDAR RAPIDS, IA 52403 | APPLICANT: NELSON CONSTRUCTION & DEVELOPMENT C/O JACOB WOLFGANG 218 6TH AVENUE, SUITE 200 DES MOINES, IA 50309 PH: 515-720-6170 JACOB@NELSONCONST.COM |



| ENGINEER | DATE | DESCRIPTION OF CHANGES |
|----------|------|------------------------|
| | | |

| REV | DATE | DESCRIPTION OF CHANGES |
|-----|------|------------------------|
| | | |

| | |
|--------------|-------------------|
| ISSUED FOR: | CITY REVIEW |
| ISSUED FOR: | CITY REVIEW |
| DATE ISSUED: | NOVEMBER 25, 2019 |
| CURRENT REV: | A |

| | |
|---------------|---------------------------|
| PROJECT NAME: | GREENHILL VILLAGE ESTATES |
| PROJECT NAME: | CEDAR FALLS |
| PROJECT NAME: | IOWA |
| CLIENT NAME: | NELSON CONSTRUCTION |

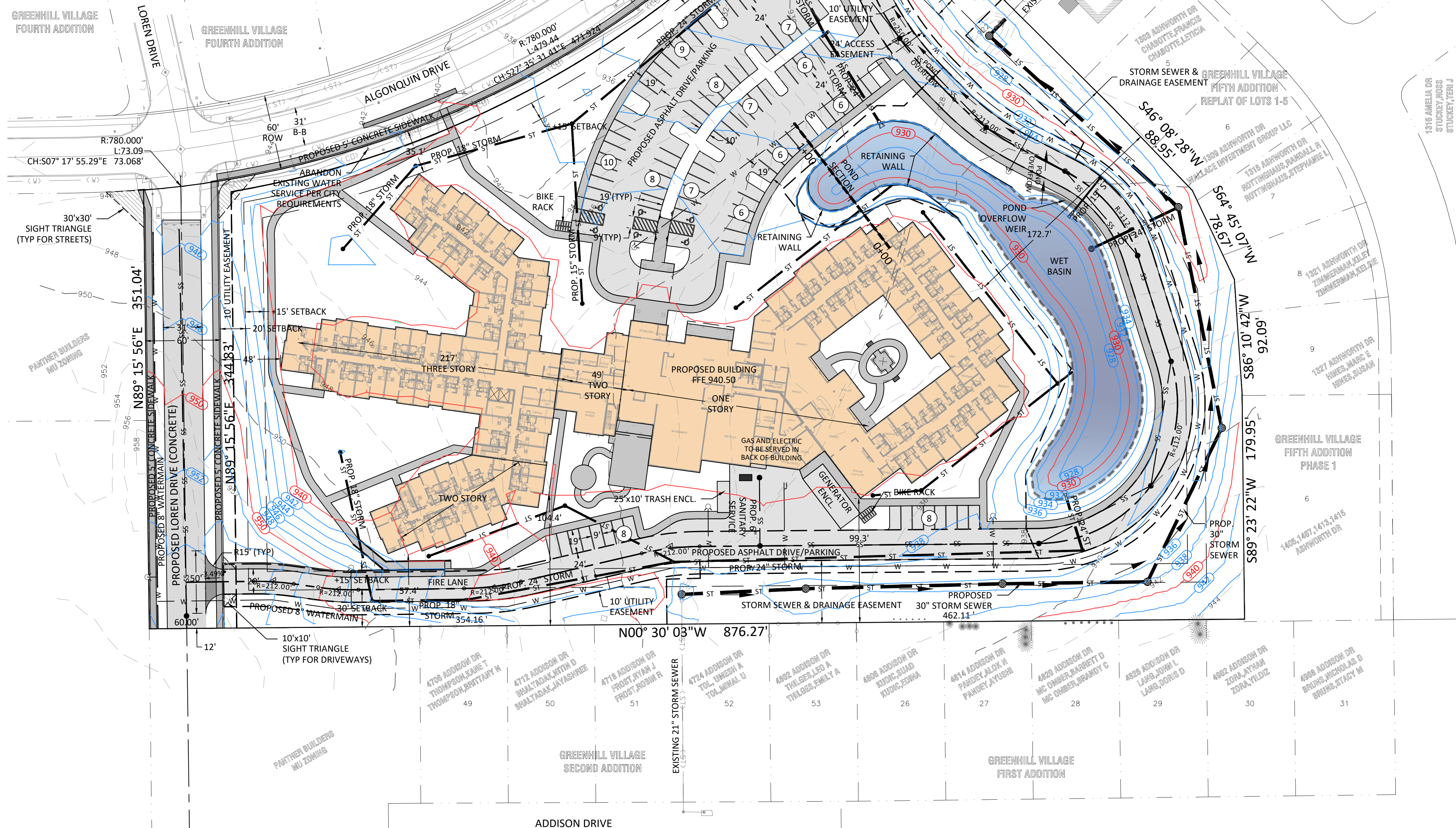
| | |
|------------------|-----------|
| SHEET NAME: | SITE PLAN |
| SHEET NUMBER: | 1 OF 1 |
| PROJECT NO.: | 190053 |
| PROJECT MANAGER: | BETTIS |

LEGAL DESCRIPTION

BEING A PART OF THE NORTHEAST QUARTER (NE ¼) OF SECTION 26, TOWNSHIP 89 NORTH, RANGE 14 WEST IN BLACK HAWK COUNTY, IOWA LYING WEST OF ALGONQUIN DRIVE DESCRIBED AS:
 BEGINNING AT THE NORTHWEST CORNER OF LOT 6, GREENHILL VILLAGE FIFTH ADDITION, PHASE 1, AS RECORDED IN BOOK 2006, PAGE 18897 OF THE BLACK HAWK COUNTY RECORDS, THENCE ALONG THE EAST LINE OF SAID GREENHILL VILLAGE FIFTH ADDITION, PHASE 1 N00°30'03"W, 876.27 FEET; THENCE N89°15'56"E, 351.04 FEET TO THE WEST RIGHT OF WAY LINE OF ALGONQUIN DRIVE; THENCE SOUTHERLY 552.53 FEET ALONG SAID WEST LINE ON A 780.00 FOOT RADIUS CURVE CONCAVE EASTERLY (CHORD BEARING S24°54'27"E, 541.05 FEET); THENCE ALONG SAID WEST LINE S45°46'02"E, 85.53 FEET TO THE NORTHERLY CORNER OF LOT 1 OF THE REPLAT OF LOTS 1-5, GREENHILL VILLAGE FIFTH ADDITION, PHASE 1 AS RECORDED IN BOOK 2010, PAGE 22801 OF THE BLACK HAWK COUNTY RECORDS, THENCE ALONG THE NORTH LINE OF SAID REPLAT S44°47'18"W, 319.99 FEET; THENCE ALONG SAID NORTH LINE S46°08'28"W, 88.95 FEET; THENCE ALONG SAID NORTH LINE S64°45'07"W, 78.67 FEET; THENCE ALONG SAID NORTH LINE; THENCE ALONG SAID NORTH LINE S86°10'42"W, 92.09 FEET; S89°23'22"W, 179.95 FEET TO THE POINT OF BEGINNING.
 DESCRIBED PARCEL CONTAINS 9.56 ACRES AND IS SUBJECT TO EASEMENTS AND OTHER RESTRICTIONS OF RECORD.

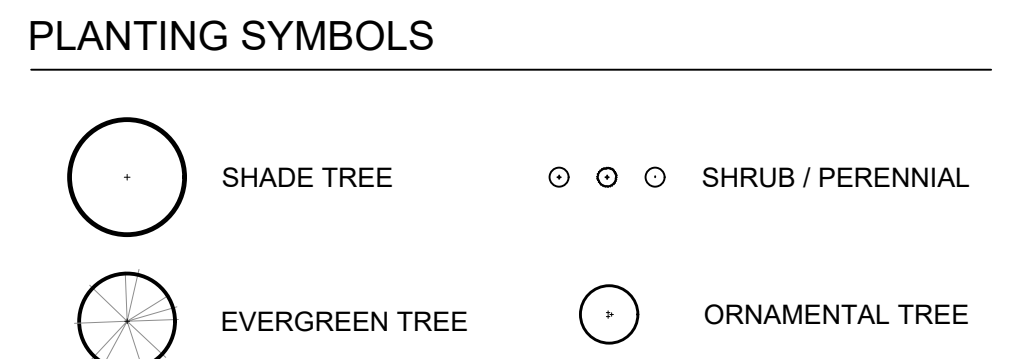
PARKING INFORMATION

| PROPOSED BUILDING | | |
|---|----------------------------|------------|
| FIRST FLOOR | 70,131 SF | |
| SECOND FLOOR | 32,241 SF | |
| THIRD FLOOR | 29,185 SF | |
| PROPOSED USE MEMORY CARE (32 UNITS) | | |
| REQUIRED PARKING | | |
| PER BED | 1 SPACE/5 BEDS | 7 SPACES |
| PER EMPLOYEE | 1 SPACE/2 EMPLOYEES | 34 SPACES |
| | 67 FTE FOR ENTIRE BUILDING | |
| PROPOSED USE ASSISTED LIVING (69 UNITS) | | |
| 69 - UNITS | | |
| 77 - TOTAL BEDS | | |
| REQUIRED PARKING | | |
| PER BED | 1 SPACE/5 BEDS | 16 SPACES |
| PROPOSED USE CAREFREE LIVING (20 UNITS) | | |
| HOUSING FOR THE ELDERLY | | |
| 20 - UNITS | | |
| 34 - TOTAL BEDS | | |
| REQUIRED PARKING | | |
| PER BED | 1.5 SPACE/ROOM | 30 SPACES |
| TOTAL REQUIRED PARKING | | 87 SPACES |
| PROVIDED PARKING | | 104 SPACES |
| | (INCLUDES 6 ADA STALLS) | |





| KEYED NOTES | | |
|-------------|---|--|
| KEY | MATERIAL | NOTES |
| A | MONUMENT SIGN | SIZE NOT TO EXCEED 200 SF OR HEIGHT RESTRICTIONS |
| B | WET BASIN | REFERENCE CIVIL SHEETS |
| C | TRANSFORMER/GENERATOR ENCLOSURE | REFERENCE ARCHITECTURAL SHEETS |
| D | TRASH ENCLOSURE | REFERENCE ARCHITECTURAL SHEETS |
| E | MEMORY CARE COURTYARD | |
| F | MAIN ENTRANCE - COVERED DROP OFF | REFERENCE ARCHITECTURAL SHEETS |
| G | BENCHES | |
| H | PROPOSED PEDESTRIAN CONNECTION TO CITY PARK | |



- PLANTING NOTES**
- CONTRACTOR TO SEED ALL DISTURBED AREAS UNLESS NOTED OTHERWISE
 - INSTALL 6" MULCH RINGS AT ALL PROPOSED TREES WITHIN LAWN AREAS
 - REMOVAL AND REPLACEMENT OF ANY AND ALL TREES AND LANDSCAPING THAT MAY BE DISTURBED BY UTILITY MAINTENANCE, REPAIR, OR REPLACEMENT IS THE RESPONSIBILITY OF THE PROPERTY OWNER.

AREA CALCULATIONS

| | |
|---------------------|--------------------|
| TOTAL SITE | 377,017 SF (100%) |
| TOTAL BUILDING AREA | 70,131 SF (18.6%) |
| OVERALL OPEN SPACE | 216,269 SF (57.4%) |
| PARKING/DRIVES | 90,617 SF (24.0%) |

REQUIRED LANDSCAPING - MEASURED COMPLIANCE

EXISTING ZONING: MU MIXED USE RESIDENTIAL DISTRICT

377,017 SF TOTAL SITE AREA x 0.02 = 7,540.34 REQUIRED LANDSCAPING POINTS
7,568 POINTS PROVIDED (SEE CALC TABLE BELOW)

| PLANTING TYPE | QTY | PTS | TOTAL POINTS |
|----------------------------|-----|-----|--------------|
| OVERSTORY TREE (2" CAL) | 16 | 80 | 1,208 |
| UNDERSTORY TREE (1.5" CAL) | 41 | 40 | 1,640 |
| CONIFER (8' HT) | 38 | 90 | 3,420 |
| SHRUBS (5 GAL) | 130 | 10 | 1,300 |
| TOTAL POINTS | | | 7,568 |

STREET TREES

STREET TREE PLANTINGS: MINIMUM OF 0.75 POINTS PER LINEAR FOOT OF FRONTAGE REQUIRED
936 FL X 0.75 = 702 POINTS = 9 (2" CAL) OVERSTORY TREES REQUIRED
9 OVERSTORY STREET TREES PROVIDED

OFF-STREET PARKING SCREENING

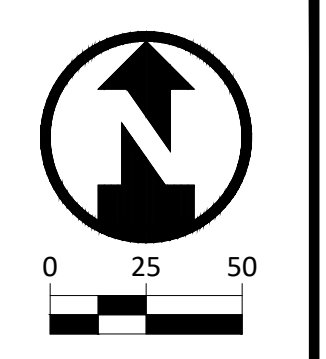
MINIMUM (1) OVERSTORY TREE FOR EVERY 15 PARKING STALLS OR EVERY 2,500 SF OF PARKING SPACE.

TOTAL PARKING STALLS = 105
105 / 15 = 7 REQUIRED OVERSTORY TREES
7 OVERSTORY TREES PROVIDED

PARKING AREAS SHALL BE SCREENED FROM PUBLIC VIEW
SHRUBS PROVIDED FOR SCREENING: 164 SHRUBS

| TREE SCHEDULE | | | | | | |
|---------------|-----|--|-------------------------|----------|------|----------|
| QTY | KEY | BOTANICAL | COMMON | SIZE | ROOT | NOTES |
| 4 | CO | CELTIS OCCIDENTALIS 'PRAIRIE PRIDE' | PRAIRIE PRIDE HACKBERRY | 2" CAL | B&B | |
| 3 | GT | GLEDITSIA TRIACANTHOS F. INERMIS 'SKYCOLE' SKYLINE | SKYLINE HONEY LOCUST | 2" CAL | B&B | |
| 41 | MXP | MALUS 'PRAIRIE FIRE' | PRAIRIE FIRE CRABAPPLE | 1.5" CAL | B&B | SPECIMEN |
| 12 | PA | PICEA ABIES | NORWAY SPRUCE | 6'-8" HT | B&B | |
| 18 | PG | PICEA GLAUCA 'DENSATA' | BLACK HILLS SPRUCE | 6'-8" HT | B&B | |
| 18 | PS | PINUS STROBUS | WHITE PINE | 6'-8" HT | B&B | |
| 8 | QB | QUERCUS BICOLOR | SWAMP WHITE OAK | 2" CAL | B&B | |
| 7 | TC | TSUGA CANADENSIS | CANADIAN HEMLOCK | 6'-8" HT | B&B | MATCHING |
| 27 | UA | ULMUS AMERICANA 'PRINCETON' | PRINCETON ELM | 2.5" CAL | B&B | MATCHING |

| SHRUB SCHEDULE | | | | | | |
|----------------|-----|-------------------------------------|---------------------------------|--------|------|------------------|
| QTY | KEY | BOTANICAL | COMMON | SIZE | ROOT | NOTES |
| 215 | EA | EUONYMUS ALATUS 'COMPACTUS' | DWARF BURNING BUSH | 24" HT | CONT | 60" SPACING O.C. |
| 81 | RA | RHUS AROMATICA 'COMPACTUS' | FRAGRANT SUMAC | 15" HT | CONT | 60" SPACING O.C. |
| 136 | SK | SYMPHORICARPOS 'KOLMAGICS' PP# PPAF | SWEET SENSATION DWARF SNOWBERRY | 18" HT | CONT | 36" SPACING O.C. |



AXIOM CONSULTANTS
WWW.AXIOM-CON.COM | (319) 519-6220

DRAWING LOG

| REV | DESCRIPTION OF CHANGES | DATE |
|-----|------------------------|------|
| | | |

ISSUED FOR: **SITE PLAN SUBMISSION**

DATE ISSUED: **10/22/19**

PROJECT NAME: **CEDAR FALLS VILLAGE**

CLIENT NAME: **NELSON**

PROJECT NO.: **19-0053**

PROJECT MANAGER: **HANLEY**

SHEET NUMBER: **L1.01**



06 Sept 2019

Green Hill Village
COMMONS ENTRY
Cedar Falls, Iowa





06 Sept 2019

Green Hill Village
COMMONS ENTRY
Cedar Falls, Iowa





06 Sept 2019

Green Hill Village
ASSISTED LIVING
Cedar Falls, Iowa





06 Sept 2019

Green Hill Village
COMMONS COURTYARD
Cedar Falls, Iowa





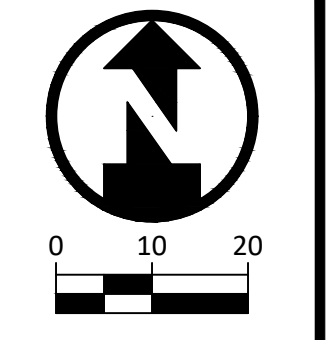
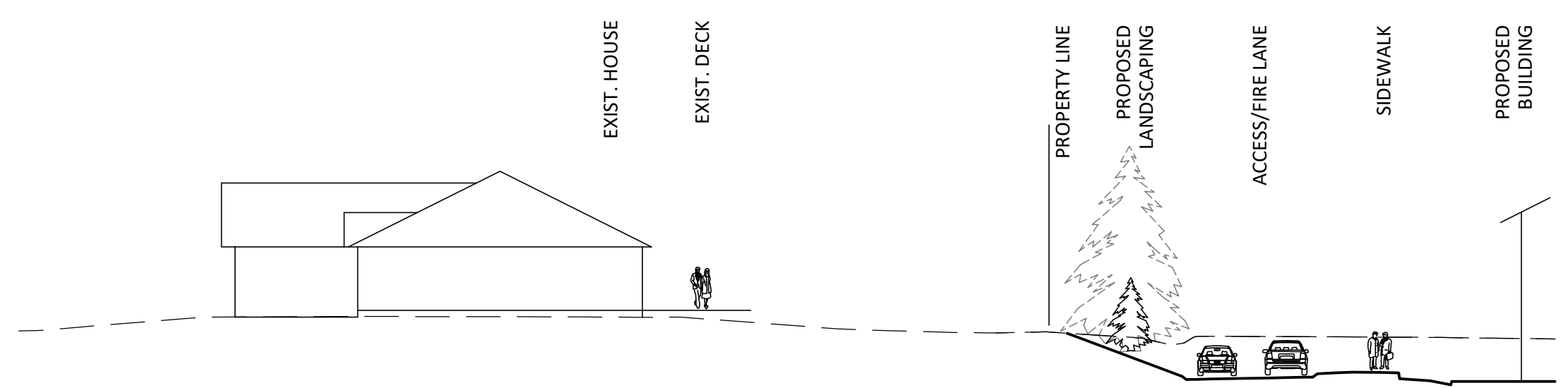
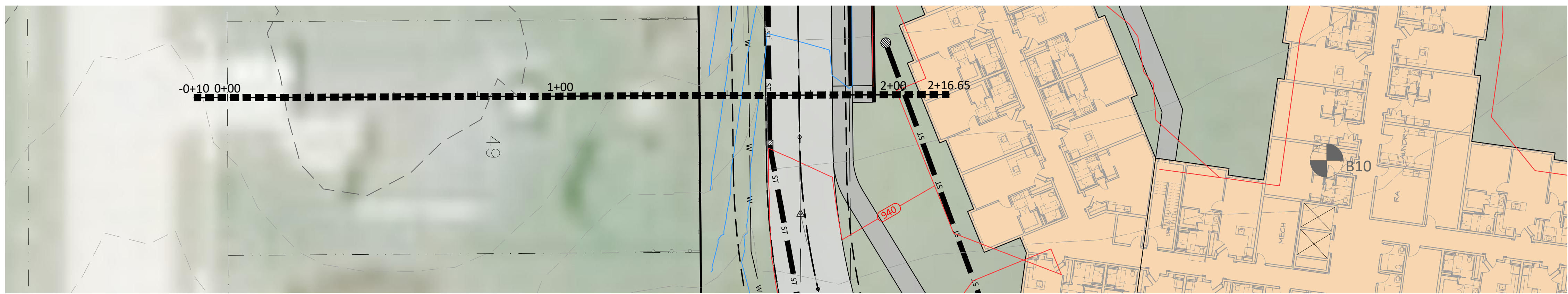
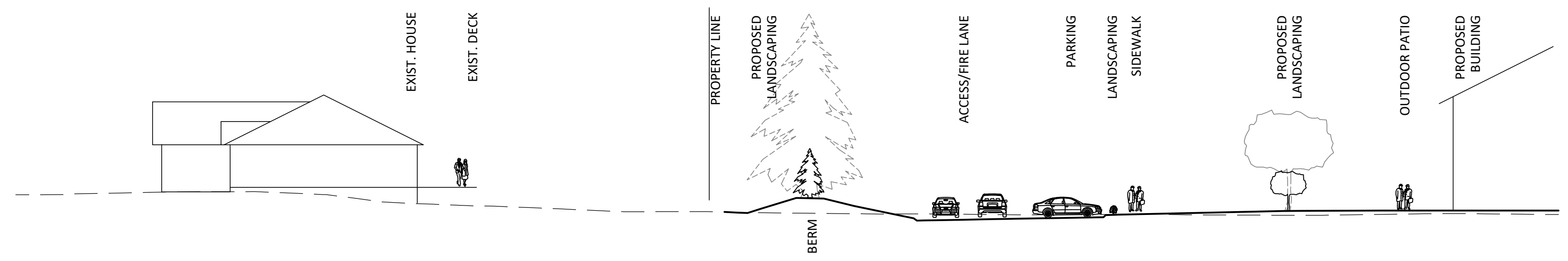
06 Sept 2019

Green Hill Village
MEMORY CARE
Cedar Falls, Iowa





Green Hill Village
VIEW FROM NEIGHBORING PROPERTY LINE
Cedar Falls, Iowa



ENGINEER:

| REV | DESCRIPTION OF CHANGES | DATE |
|-----|------------------------|------|
| | | |
| | | |
| | | |

| | |
|--------------|---|
| CURRENT REV: | A |
|--------------|---|

| | |
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| ISSUED FOR: | CITY REVIEW |
|-------------|-------------|

| | |
|---------------|------------------------------|
| PROJECT NAME: | GREENHILL VILLAGE RETIREMENT |
| CLIENT NAME: | NELSON CONSTRUCTION |

| | |
|------------------|--------|
| SHEET NUMBER: | EX1.0 |
| PROJECT NO.: | 190053 |
| PROJECT MANAGER: | BETTIS |

Greenhill Village Estates Site Lighting Plan



16' tall LED pole lights



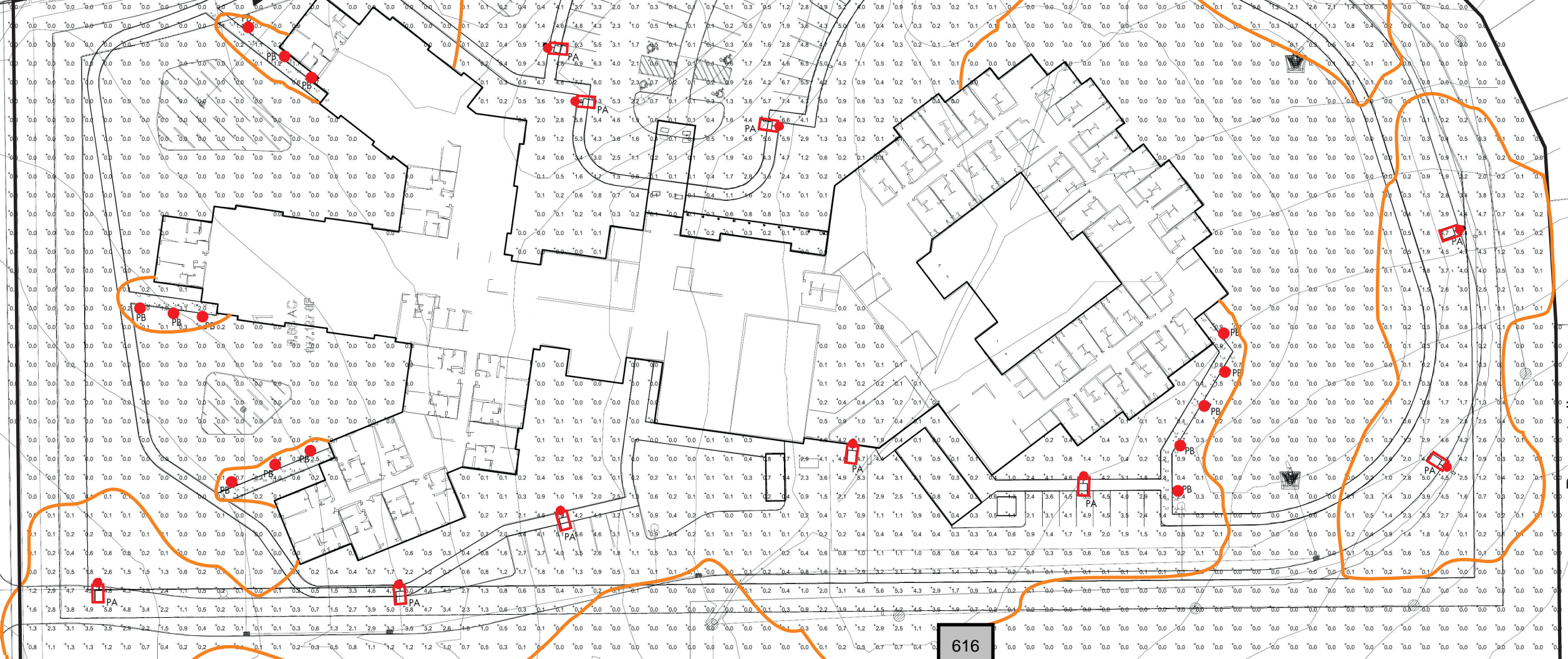
3' tall LED bollard lights

Loren Drive (proposed)

Algonquin Drive

Foot candle limits at grade

E_c Ave.
Maxin.
Minimum
Max/Min
Average/Min



Property line

Property line

616

GREENHILL VILLAGE SENIOR LIVING GOOD NEIGHBOR MEETING

DATE: May 9th, 2019

Introductions were made as it relates to the Owner and Development team. Darryl High provided background in terms of the property and potential sale to Nelson Construction and Development. Jacob shared more about Nelson and provided background information as it relates to similar projects around the Midwest. The video of the Lincoln facility was shared with all in attendance to give them an idea of what a similar facility looks like completed. The intent of this facility was described in terms of use, staff, and maintenance. It was then opened up to Q&A with the residents. The following is a summary of questions asked, with respective answers from the Development Team in **bold**.

STORMWATER

- Will the stormwater basin be dry bottom or a wet pond? **This has yet to be determined. Brian (Axiom) noted the differences between the two types of basins and Nelson added that this will be determined during the design process.**
- Who will be responsible for maintaining this basin? **Nelson or their respective Property Management company will be responsible for the maintenance of the basin. This and the landscaping will most likely be taken care of by on-site maintenance or a hired-out company.**
- According to Chris Noland (HOA President), there have been several breaches of existing ponds during large rain events. Can the basin within this site be designed for a larger rain event (i.e. 500-year storm) or account for additional factor of safety? **Brian noted this helpful information and discussed some different methods in which additional factors of safety can be utilized both in the design as well as with the final construction.**
- How will the drainage from the southern properties to the north toward the basin be impacted? **Basin is anticipated to be located in the southwest corner of the property though the size needed has yet to be determined. The current grade goes up as you move southwest, which will provide the needed grade to be used as the backside of the basin. Where will this water go so that it does not pond on existing neighboring rear yards? The water will drain overland (north and east) and into the basin.**
- Will there be fence around the basin? **This has yet to be determined. Fencing may be needed in order to insure safety around the basin or the west and south side of the property in general; however, Jacob noted that there were no concerns in regards to the senior living residents. It was asked back to the neighbors whether or not the multiple existing ponds were fenced, and the answer was that they are not.**
- How will current drainage across the site be handled? **Brian described the intended grading plan at this time, with the use of a drainage swale west of the Delivery Lane to pick up the existing drainage pattern from northwest to southeast that currently runs across the site. The drainage swale will convey stormwater from north to south to the basin.**

PARKING

- Is there enough parking as shown or do you expect to add more? **The parking currently shown represents that required by City Code and more. It is anticipated that additional parking may be wanted by Nelson in order to meet typical/standard demands. Based on previous projects, Jacob noted that they typically see Assisted Living residents with 1 car per 2 units. Memory Care does not necessitate any vehicles. An assumed 40 FTE staff will need parking, with typically around 20 on shift at one time.**
- Can the employee parking along the west Delivery Lane be moved? **It could possibly; however, the building will most likely than need to be shifted further to the west which will result in the facility closer to the rear of the existing homes.**
- Will there be any underground parking? **No, there is no intention to have underground parking.**
- How much traffic is anticipated? **Jacob discussed the traffic flow into and out of similar facilities, which is very minimal. He noted the use of shuttle vans to get residents to amenities and events.**
- How many deliveries and when? **Jacob noted that about five deliveries per week would be anticipated. Such deliveries occur during the day and would not be at night in terms of noise and vehicle lights.**

LANDSCAPING

- Would prefer to have no arborvitae as there are too many now and that is all that developers seem to install in this area. **So noted. Jacob and Brian noted that Genus, a landscape architectural company, will provide detailed landscape design as the process moves forward.**
- Prefer a nice mix of vegetation both in terms of plants/shrubs and trees. **So noted and described the process to be taken in terms of design by a professional landscape architect.**
- Will there be additional trees aside from that required by the City? **Jacob and Brian noted that the trees shown along the west and south side of the conceptual site plan are there simply to represent that screening will be provided between the senior living facility and the existing neighbors. It was noted that street trees and landscaping on site will be required by the City per their code; however, Nelson will go above and beyond to include additional landscaping for the purpose of aesthetics and providing a proper environment for the senior living residents and guests.**

SIGHT LINES/VIEWS

- Will we be able to provide the neighborhood some cross-section views and sight lines from their homes to the senior living facility? **Yes, as the design process moves forward the Architect and/or Engineer will be able to provide sight lines and cross sections depicting views from the neighbor towards the site to give a better understanding of height and views.**
- When will the neighborhood be able to see additional design in regard to building elevations and renderings? **Yes, though Jacob noted that they are probably several months away from being at this point where additional detail can be provided.**

MISCELLANEOUS SITE

- What will lighting look like and how much? Will it impact the neighbors? **Brian noted that there will be exterior lighting around the parking lot area and a photometric plan will be provided which will show the City and neighbors how that light is distributed. Brian noted that current lighting is very efficient, and LED allows for downcast rather than outward and also that the parking lot lighting will be blocked by the building itself in terms of the residential neighbors. The delivery lane and west rear parking may utilize pedestrian type lights.**
- Will the property be fenced? **Jacob noted that the intent would not be to fence the site; however, it will continue to be evaluated and discussed as design proceeds. He expressed no concerns internally with the residents and described how the Memory Care patients are not allowed outside the facility without staff and how the courtyard is fenced in with no ability for the residents/patients to leave without permission. Darryl noted how fencing can be a deterrent to a site and discourage a "good neighbor" feeling to all in the area.**
- Several residents requested distances from the proposed facility location on the concept drawing to their respective property lines or back of house. **Brian scaled off such distances but noted that this is simply an estimate and based on a concept drawing at this time.**
- What will the height of the building be? **The height is restricted by the City to be 35' from lowest finish floor elevation to top of peak. The intent would be for the north wing to be one-story and the south wing be three-story; however, that is still under evaluation as it relates to the 35' height restriction.**

TIMEFRAME/SCHEDULE

- What is the schedule as it relates to design and additional details for the facility? **Brian described the City process in terms of platting and site plan application and approval thru P&Z and City Council. Jacob noted that they are currently in the process of obtaining an architect and property management company, and once this is completed, the design process will move forward in its entirety.**
- When will construction begin? **Most likely spring of 2020.**
- How long will it take to build this facility? **Typically, they assume a 20 month construction window, with a range fo 18-24 months from start to finish.**

GREENHILL VILLAGE SENIOR LIVING GOOD NEIGHBOR MEETING

DATE: September 6th, 2019

Introductions were made as it relates to the Owner and Development team. Jacob Wolfgang (Nelson Construction) provided background in terms of the property and potential sale to Nelson Construction and Development. Jacob shared more about Nelson and provided background information as it relates to similar projects around the Midwest. Many of the residents in attendance were at the previous meeting in May. A few were new. It was then opened up to Q&A with the residents. The following is a summary of questions asked, with respective answers from the Development Team in **bold**.

LOCATION

- One neighbor asked why this project is planned to be located where it is and not in a more industrial area. **The Development Team explained the zoning of the project allows this type of development and other multifamily options could be an alternative development in this location. Development team explained that this is a nice place and the use is consistent with the current zoning.**

STORMWATER

- The overall drainage was explained. **The plan has a wet bottom basin located at the south end of the proposed building. The basin would have grassed and vegetated separation from walks and the water surface and no fencing is planned. An overland flow route around the west and south side would provide large event conveyance above the capacity of the proposed piping of the drainage coming from the west development. It was explained that the basin has freeboard even during the 500-yr (0.002 percent) storm event.**
- A neighbor asked if berming was provided. **It was discussed berms are not provided as they would cut off drainage from the adjacent residential onto the project site as it currently does before development. Also, the overland swale would limit the ability to place any berm along this portion of the site.**
- Positive Feedback was received by neighbors that we will be handling stormwater that is currently running into their property now because the site is undeveloped.

PARKING

- The overall parking plan was reviewed. **The number of stalls required by City Code (62 spaces) as well as the number provided by the development (105 spaces at the time. 104 now due to ADA requirements)**
- There was concern from neighbors on the parking on both sides of Algonquin due to the popularity of the new park as well as prior to that with parking from the adjacent neighborhood. Neighbors said it was difficult to get through with as long of double-sided parking as there is. The neighbor noted this was not the development's issue but wanted to make sure we aren't making it worse with the development and if there is anything the City is able to do along these streets. **The parking was discussed as it relates to shift changes and having enough parking for this to occur. The Development Team believe the parking counts are adequate for their use. The number of stalls provided will limit any need for parking on the street by residents, visitors, and staff of this project. This is based on some of their other facilities that they run that are similar.**
- Discussion on perimeter access road. **The perimeter access road functions for fire access around the building, deliveries to the building, and limited staff parking. It was shared that it is anticipated that there will be about 5 deliveries per week to the facility. The neighbors thought this number was low. The Development Team would verify what they think would be seen based on the function of this building and the existing operations at other facilities. (Since the neighborhood meeting, the Development Team has looked more closely at other facilities and how this facility will operation and believe there will be 2 food deliveries (semi), 1-2 garbage trucks, 2-4 other vehicles (staff) per week).**

LANDSCAPING

- Neighbors asked about fencing around perimeter of site and around pond. **No site perimeter fencing is planned as the project feels it will feel more tied to the neighborhood if not separated by fencing. No fencing is planned around the basin. Grass and landscaping will buffer between walks and water surface.**
- Neighbors inquired about providing larger landscaping at planting time than what they typically see in developments. **The Development Team would consider this at specific locations.**

MISCELLANEOUS SITE

- What will lighting look like and how much? Will it impact the neighbors? **The lighting plan and proposed exterior lighting fixture example cut-sheets were shared with the neighbors.**
- Several residents inquired about distances to their properties. **Some were shown on the plan shared at the neighborhood meeting. Others were roughly scaled to give approximate distances.**
- A couple neighbors asked if the north part of the building could be rotated some to provide additional setback from the building and access road. **The required setbacks were discussed and possible implications as seen at that time included possibly having each wing looking directly at each other if wings became parallel and not knowing how it would impact programming within the building. This is one of the reasons why the Owner and Architect try to get the wings spread out. It was left as the Development Team said they would discuss with the Architect on ability to move. Since the neighborhood meeting, the Development Team has reviewed and decided that rotating the west wing would be a detriment to the building residents. But with the concern of the neighbor in mind, have reduced the west portion of the west wing to a 2-story building to give additional distance to the taller parts of the building.**

TIMEFRAME/SCHEDULE

- What is the schedule as it relates to design and additional details for the facility? **At the neighborhood meeting it was stated that it would be on the 10/9/19 P&Z meeting. It is now planned to be on the 11/6 meeting date.**
- When will construction begin? **Most likely spring of 2020.**
- How long will it take to build this facility? **Typically, they assume a 20 month construction window, with a range of 18-24 months from start to finish.**

**GREENHILL VILLAGE SENIOR LIVING
PROJECT TIMELINE SUMMARY**

DATE: October 4th, 2019

This project has been developed over the last six months since approximately April 2019. The site was reviewed by the Nelson Construction and Development out of Des Moines, Iowa for a Senior Living Facility. This facility would include memory care, assisted living and carefree living units. During spring timeframe the site was reviewed using a footprint being considered at another location for general fit.

This building was placed on the site as shown in Schematic 1 below. This site concept plan incorporated a loop road with planned parking on the east side as well as some staff parking on the west side of the building. Stormwater management was reserved in the south portion of the site. The planned building incorporated a 3-story section on the south ½ of the footprint and a 1-story on the north ½. This concept was informally reviewed with City staff on May 9th, 2019 to see if we are on the right track with the current zoning as well as for the Development Team to understand the City's process better for this development to progress.

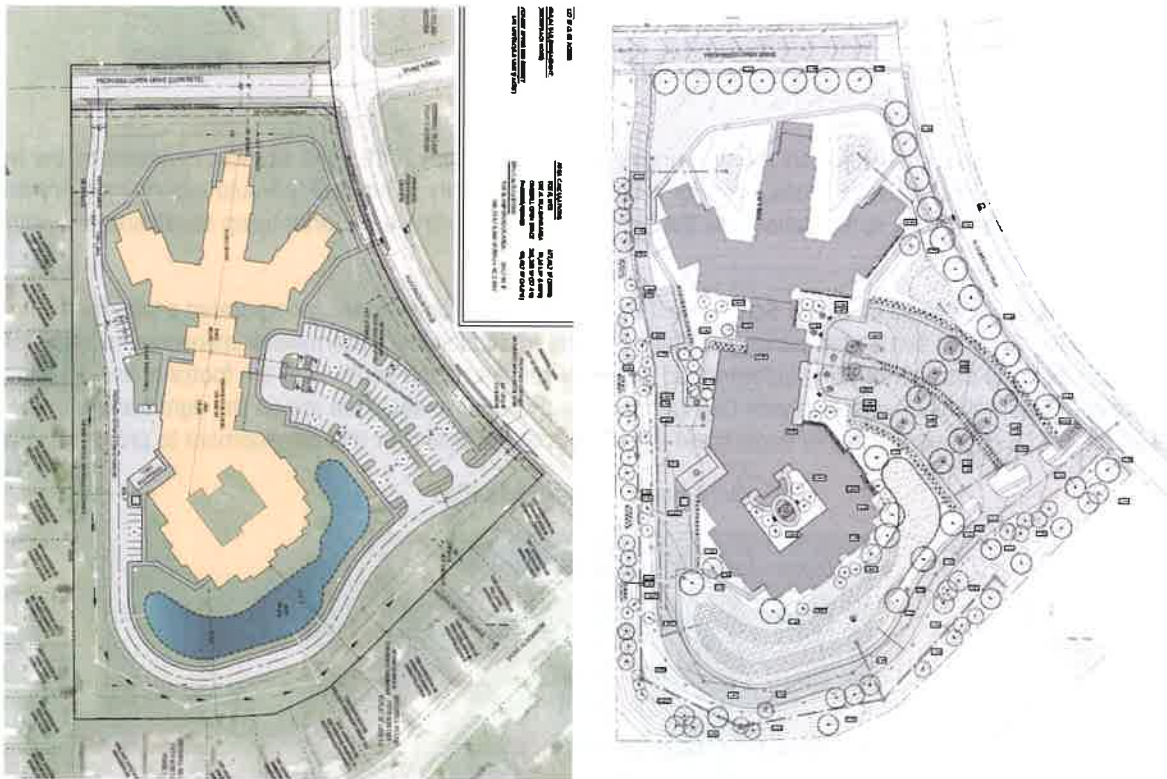
Schematic 1 – Initial Site Plan



A neighborhood meeting was held on May 9th as well to go over the Schematic 1 with the neighbors. Good feedback was gained during this meeting. The minutes are attached.

After the neighborhood meeting the Development Team engaged an Architect to start programming and develop the building footprint. This development took until September when the second Neighborhood Meeting was held on September 6th, 2019. During this meeting, Schematic 2 was shared as well as some of the differences incorporated from the feedback gained at the May 9th neighborhood meeting.

Schematic 2 – Second Site Plan and Landscape Plan



The main changes were:

- Moved the 3-story portion to the north to place further from the neighborhood.
- Moved stormwater location more north to separate from neighbors.
- Increased onsite parking to serve site needs to minimize any need to park on streets.

The Schematic Plan 2 was submitted to the City on 9/9/19 to start the City’s review process. The City made comments on September 23rd, 2019. The current plan was submitted on 10/6/19 and includes revisions requested by City Staff.

From: Robin Frost
Sent: Friday, November 15, 2019 9:42 AM
To: Karen Howard
Subject: Greenhill Village proposed senior living facility
Friday, Nov. 15, 2019

ITEM 32.

Dear members of the Planning & Zoning Commission,

I am contacting you regarding the proposed senior living development in Greenhill Village. We first learned about this prospective development last spring (2019) when the developer set up a neighborhood meeting. Our initial reaction was dismay at the idea that a commercial building would be located just past our property line. Although the neighborhood is zoned as Mixed Use, given the current makeup of dwellings bordering the property in question, we had heard and hoped that single family homes or twin homes would be built on this location. This would seem to be the most natural use of the land, with families and children currently residing in the neighborhood and a popular new park on the other side (across Algonquin).

After two neighborhood meetings with Nelson Development, we have come to understand an overview of the plans for the site and structure. Although we are disappointed in the idea that our home will overlook a commercial building, and are concerned about our property value, we do commend Nelson Development on their proactive approach to communicating with neighborhood residents. We also appreciate their willingness to listen to neighbors' ideas and concerns, and the adjustments they have suggested to alleviate some of our concerns.

The developer has suggested they are willing to do the following. We would like these assurances to be documented and for the City and Planning & Zoning Commission to hold the developer accountable for these promises.

1. Creating a tapered berm from north to south on the Addison Drive side, that at least partially blocks the view of the new structure from the homes toward the north end without negatively impacting the water drainage from the neighboring backyards.
2. Provide concentrated plantings between existing properties and the new structure to provide screening and beautification.
3. Restricting the height of the western-most wing of the proposed building (closest to the neighboring homes) to two stories.
4. Placing mechanical equipment in the new structure's roof for reducing noise.

We also request the following considerations:

1. Using "dark sky approved" exterior lighting that is directed downward to avoid unnecessary light pollution.
2. Respectful work hours during the grading and construction phases.
3. A mix of trees, shrubs, grasses and flowers to provide a visually appealing buffer for all residents.
4. Upkeep and maintenance of the plantings/landscaping in case of disease or die-off.
5. Supply deliveries concentrated during normal business hours.
6. Limited number of employee shift changes after hours.
7. Continued communication about any changes or adjustments needed to the initial plans.

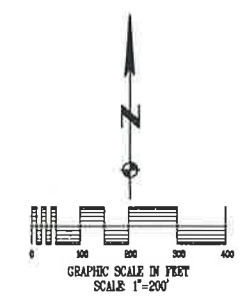
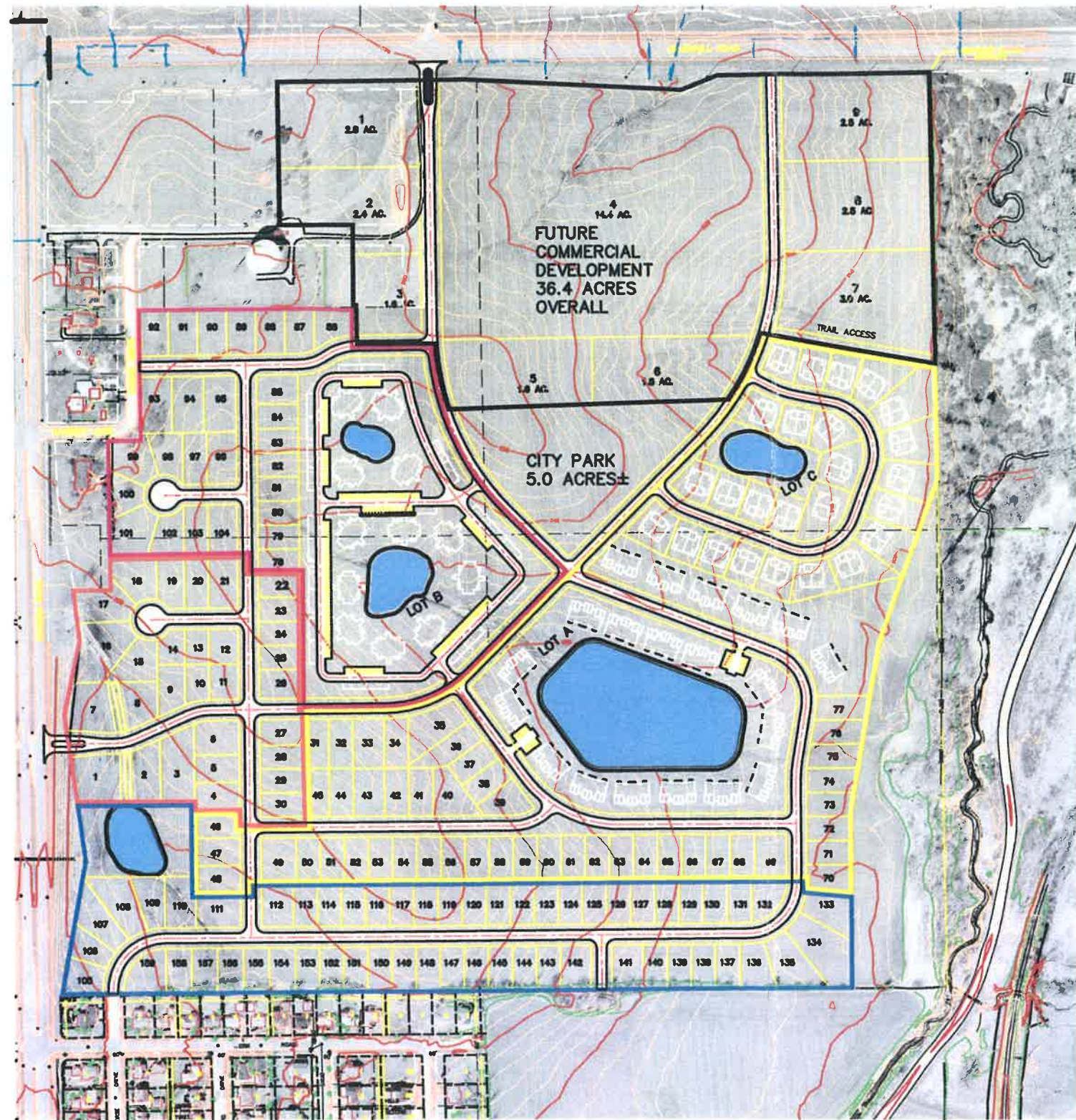
In closing, we appreciate your support in holding the developer to the highest standards to ensure Cedar Falls and our neighborhood remains a desirable place to live.





Sincerely,

Robin & Ryan Frost
4718 Addison Drive







623

GREENHILL VILLAGE CEDAR FALLS, IOWA



-  NUMBER OF 12 UNIT LUXURY CONDOMINIUM BUILDINGS = 12 TOTAL
-  NUMBER OF 2 UNIT PATIO HOMES = 25 TOTAL
-  NUMBER OF 6 UNIT TOWNHOME BUILDINGS = 20 TOTAL
-  NUMBER OF SINGLE FAMILY LOTS = 150

PHASES

-  **PHASE I** 10.5 ACRES OVERALL 10.5 ACRES SINGLE FAMILY
30 SINGLE FAMILY LOTS
2.86 UNITS/ACRE
-  **PHASE II** 42.7 ACRES OVERALL 10.1 ACRES LOT A
20 - 6 UNIT TOWNHOME BLDGS
120 UNITS TOTAL
11.8 UNITS/ACRE
11.0 ACRES LOT C
25 - 2 UNIT PATIO HOMES
50 UNITS TOTAL
6 UNITS/ACRE
21.6 ACRES SINGLE FAMILY
47 SINGLE FAMILY LOTS
2.18 UNITS/ACRE
-  **PHASE III** 21.3 ACRES OVERALL 8.6 ACRES SINGLE FAMILY
27 SINGLE FAMILY LOTS
3.14 UNITS/ACRE
12.7 ACRES LOT B
12 - 12 UNIT LUXURY CONDOMINIUM BLDGS
144 UNITS TOTAL
11.3 UNITS/ACRE
-  **PHASE IV** 18.1 ACRES OVERALL 18.1 ACRES SINGLE FAMILY
54 SINGLE FAMILY LOTS
2.98 UNITS/ACRE
-  **FUTURE COMMERCIAL DEVELOPMENT** 36.4 ACRES
-  **CITY PARK** 3.8 ACRES

SCALE: 1"=200'
PROJECT NO: 7708
FILE NAME: I:\PROJECTS\7700\7708\DWG\7708K03.DWG
PLOT DATE: 11/19/03

| | | | | |
|------------------|----------------------|----------|------|--|
| DRAWN BY: BRT | | | | |
| CHECKED BY: CLC | | | | |
| APPROVED BY: RCR | | | | |
| DATE: 10/28/03 | | | | |
| FIELD BOOK: XXX | | | | |
| NO. | REVISION DESCRIPTION | APPROVED | DATE | |

HALL & HALL ENGINEERS, INC.
Leaders in Land Development Since 1953
230 20TH STREET N.E. CEDAR RAPIDS, IOWA 52402
PHONE: (319) 362-5548 FAX: (319) 362-7945
CIVIL ENGINEERING & LANDSCAPE ARCHITECTURE
LAND SURVEYING & LAND DEVELOPMENT PLANNING
www.hallandhall.com

GREENHILL VILLAGE
CEDAR FALLS, IOWA

CONCEPT PLAN

CAD File: I:\Projects\7700\7708\dwg\7708K03.dwg Date Plotted: Dec 15, 2003 10:57am Plotter: BDT

RESOLUTION NO. _____

RESOLUTION APPROVING A MIXED USE (MU) ZONING DISTRICT SITE PLAN FOR THE CONSTRUCTION OF A SENIOR LIVING FACILITY ON LOT 1 OF THE GREENHILL VILLAGE ESTATES, LOCATED IN THE 4700 BLOCK OF ALGONQUIN ROAD

WHEREAS, the Cedar Falls Planning and Zoning Commission of the City of Cedar Falls, Iowa, did on the 4th day of December, 2019, has recommended to the City Council of the City of Cedar Falls, Iowa, to approve a Mixed Use (MU) Zoning District site plan (SP19-015) for the construction of a new senior living facility on Lot 1 of the Greenhill Village Estates, located in the 4700 block of Algonquin Drive, 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 site plan.

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the site plan within the MU Zoning District is hereby approved.

ADOPTED AND PASSED this _____ day of _____, 2019.

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

**DEPARTMENT OF PUBLIC WORKS**

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor James P. Brown and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: December 12th, 2019

SUBJECT: Maintenance and Repair Agreement
Post-Construction Stormwater Management Plan
Terraces at West Glen LLC
Terraces at West Glen First Addition

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 the Terraces at West Glen First Addition, owned by Terraces at West Glen LLC, 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: Chase Schrage, Director of Public Works
David Wicke, PE, City Engineer

Prepared By: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

STORM WATER MAINTENANCE AND REPAIR AGREEMENT

This Agreement is made and entered into by and between (**Terraces at West Glen LLC**), (hereinafter "Owner") and the City of Cedar Falls, Iowa (hereinafter "City"), on the 9th day of December, 2019.

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.

FINAL PLAT
"TERRACES AT WEST GLEN FIRST ADDITION"
 A SUBDIVISION IN PARCEL A IN LOT 2 OF ROBINSON'S MINOR PLAT OF
 PART OF THE NW1/4 OF SECTION 15-T89N-R14W,
 CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA

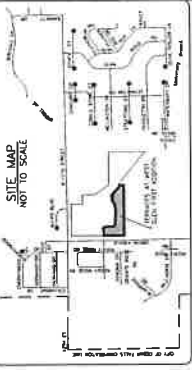
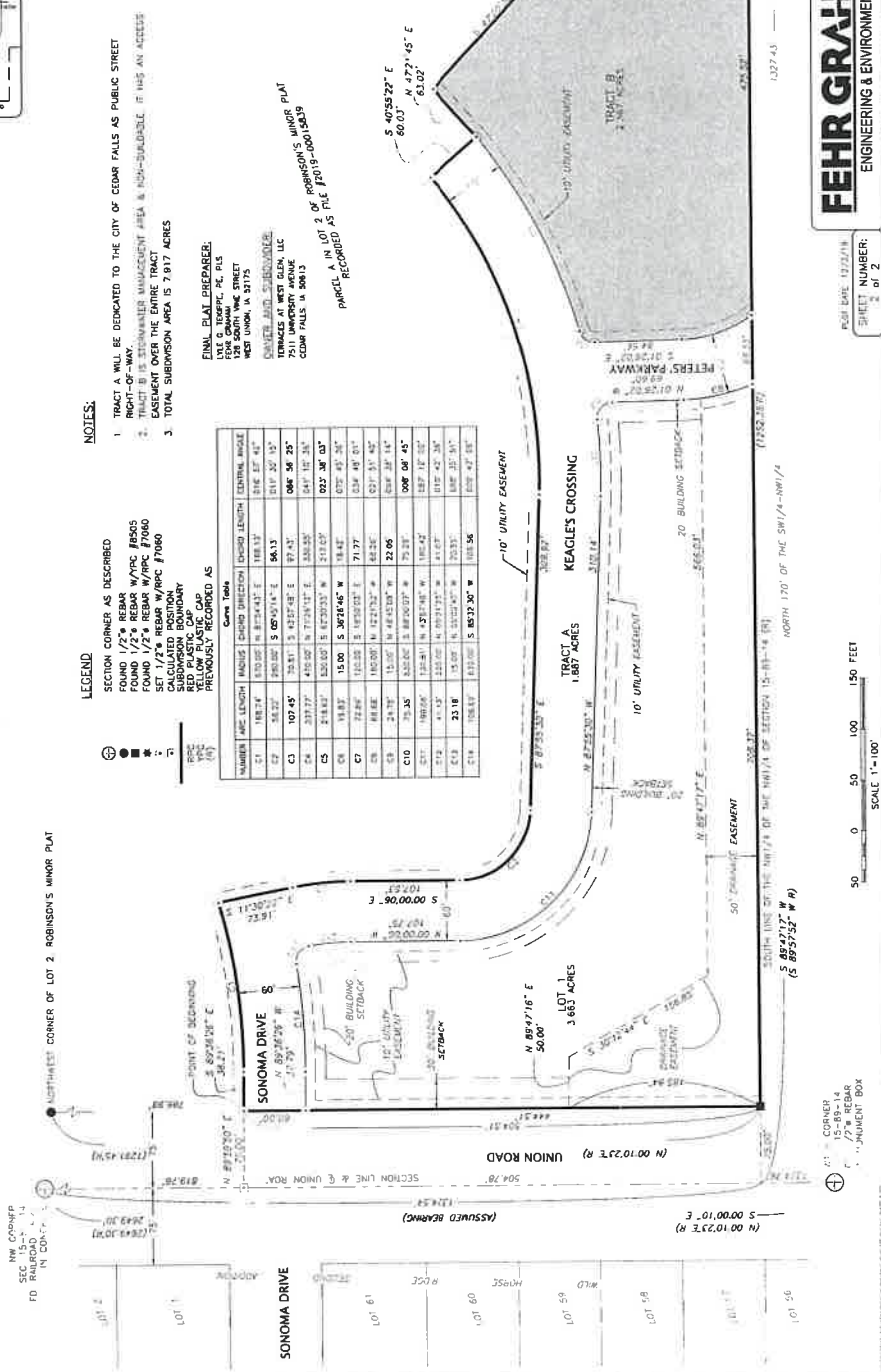


EXHIBIT A



- NOTES:**
- TRACT A WILL BE DEDICATED TO THE CITY OF CEDAR FALLS AS PUBLIC STREET RIGHT-OF-WAY.
 - EJECT THE EXISTING CONCRETE DRIVEWAY AND SIDEWALK FROM THE TRACT LOCATED OVER THE EXISTING TRACT.
 - TOTAL SUBDIVISION AREA IS 7.917 ACRES.

LEGEND

SECTION CORNER AS DESCRIBED
 FOUND 1/2" REBAR W/IPC #B505
 SET 1/2" REBAR W/IPC #7060
 FOUND 1/2" REBAR W/IPC #7060
 SET 1/2" REBAR W/IPC #7060
 SUBDIVISION BOUNDARY
 SECTION BOUNDARY
 SECTION BOUNDARY
 SECTION BOUNDARY
 PREVIOUSLY RECORDED AS

| NUMBER | ARC LENGTH (FT) | RADIUS (FT) | CHORD DIRECTION | CHORD LENGTH (FT) | CENTRAL ANGLE (DEG) |
|--------|-----------------|-------------|-----------------|-------------------|---------------------|
| C1 | 188.24 | 830.00 | N 89°59'43" E | 188.13 | 51° 27' 42" |
| C2 | 18.52 | 830.00 | S 0°59'14" E | 18.51 | 51° 27' 15" |
| C3 | 107.45 | 70.81 | S 82°57'48" E | 87.43 | 08° 58' 25" |
| C4 | 218.77 | 450.00 | N 77°38'17" E | 218.55 | 54° 10' 30" |
| C5 | 218.87 | 520.00 | S 82°59'52" E | 218.67 | 02° 30' 03" |
| C6 | 18.87 | 15.00 | S 30°14'46" W | 18.48 | 07° 45' 20" |
| C7 | 72.87 | 102.00 | S 89°59'01" E | 71.77 | 03° 45' 01" |
| C8 | 24.77 | 102.00 | N 82°57'32" W | 24.56 | 02° 31' 42" |
| C9 | 88.88 | 102.00 | N 84°53'09" W | 79.33 | 08° 38' 14" |
| C10 | 75.35 | 825.00 | S 89°59'07" W | 75.35 | 00° 00' 45" |
| C11 | 188.66 | 125.81 | N 42°14'48" W | 188.47 | 08° 12' 02" |
| C12 | 41.13 | 125.81 | N 02°51'22" W | 41.07 | 01° 42' 30" |
| C13 | 23.18 | 125.81 | S 89°59'07" W | 23.05 | 08° 35' 31" |
| C14 | 108.87 | 833.00 | S 89°59'30" W | 108.58 | 02° 07' 37" |

FINAL DEED PREPARER:
 FIVE STAR SURVEYING & PLANNING, INC.
 1000 WEST GLEN AVENUE, SUITE 100
 WEST LOOK, IA 52175

CANCELLED SUBDIVISION:
 TERRACES AT WEST GLEN, LLC
 7511 UNIVERSITY AVENUE
 CEDAR FALLS, IA 50613

PARCEL A IN LOT 2 OF ROBINSON'S MINOR PLAT
 RECORDED AS FILE #2015-0001585

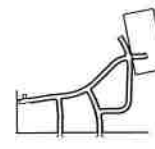
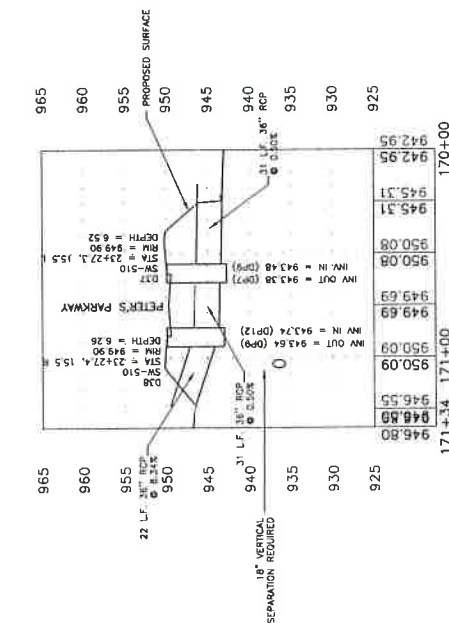
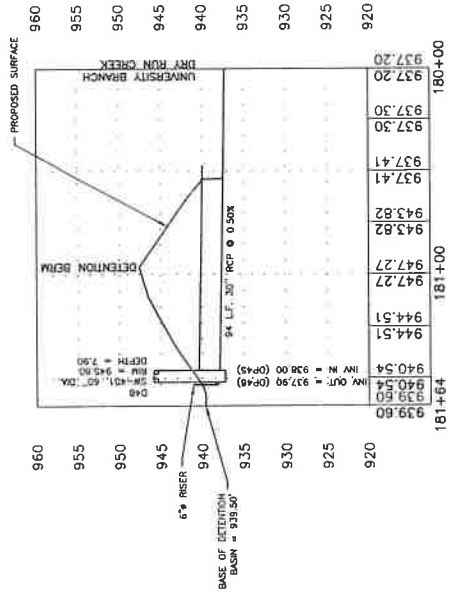
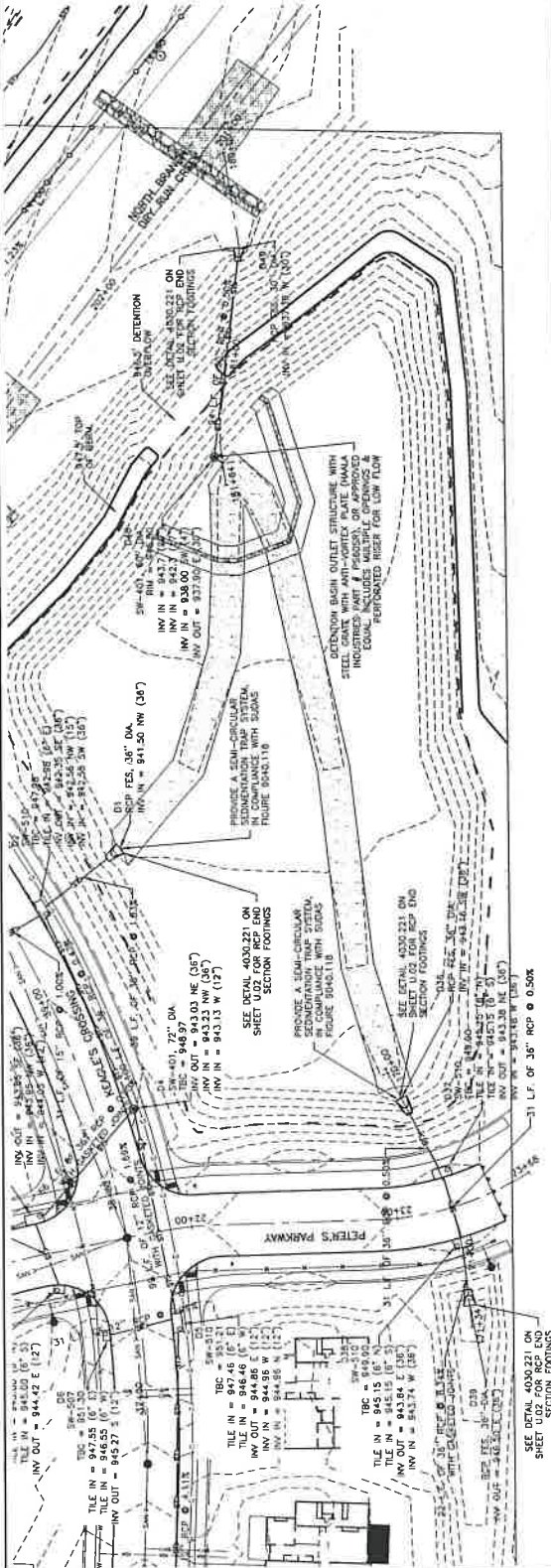
ILLINOIS
 IOWA
 WISCONSIN

FEHR GRAHAM
 ENGINEERING & ENVIRONMENTAL

PROJ DATE: 12/22/18
 SHEET NUMBER:
 2 of 2

© 2018 FEHR GRAHAM

EXHIBIT B



| | |
|--------------|---------------------------------|
| JOB NUMBER | 18-868 |
| SHEET NUMBER | M.09 |
| PROJECT | DETENTION BASIN PLAN & PROFILES |
| SET TITLE | CONSTRUCTION SET |

| REVISIONS | |
|-----------|------|
| NO. | DATE |
| 1 | 7/11 |
| 2 | 7/11 |
| 3 | 7/11 |
| 4 | 7/11 |

| | |
|-------------|-----------|
| DESIGNED BY | JCB |
| CHECKED BY | JCB |
| DATE | JULY 2019 |
| SCALE | AS NOTED |

PROJECT AND LOCATION
THE TERRACES AT WEST GLEN
CEDAR FALLS, IOWA

OWNER/DEVELOPER
TERRACES AT WEST GLEN, LLC.
7511 UNIVERSITY AVENUE
CEDAR FALLS, IA 50613

ILLINOIS
IOWA
WISCONSIN

FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL

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ITEM 33.

631

Exhibit C

Dry Detention Basin Operation and Maintenance Manual

Inspection activities shall be performed as follows: Any problems that are found shall be repaired immediately.

| <i>BMP element:</i> | <i>Potential problem:</i> | <i>How I will remediate the problem:</i> |
|---|--|---|
| <i>The entire BMP</i> | Trash/debris is present | Remove the trash/debris. |
| <i>The perimeter of the detention basin</i> | Areas of bare soil and/or erosive gullies have formed. | Regrade the soil if necessary to remove the gully, and then plant a ground cover and water until it is established. Turf reinforcement mat may be required. Provide lime and a one-time fertilizer application. |
| | Vegetation is too short or too long. | Maintain vegetation at a height of approximately four to six inches, or as appropriate for the vegetation type. |
| <i>The inlet device: or swale</i> | The pipe is clogged. | Unclog the pipe. Dispose of the sediment off-site. |
| | The pipe or end section is cracked or otherwise damaged. | Replace the pipe or end section. |
| | Erosion is occurring in the swale. | Regrade the swale if necessary to smooth it over and provide erosion control devices such as reinforced turf matting or riprap to eliminate future problems with erosion. |
| <i>The forebay (NA—The site does not contain a forebay)</i> | Sediment has accumulated to a depth greater than the original design sediment storage depth (6") | Search for the source and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the BMP. |
| | Erosion has occurred. | Provide additional erosion control protection such as reinforced turf matting or riprap to future problems with erosion. |
| | Weeds are present. | Remove weeds, preferably by hand. If pesticide is used, wipe it on plants rather than spray. |
| <i>The main detention area</i> | Sediment has accumulated to a depth greater than the original design sediment storage depth | Search for the source and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the BMP. |
| | Cattails, phragmites or other invasive plants cover 50% of the basin surface. | Remove the plants by wiping them with pesticide (do not spray). Remove trees immediately that are found within the basin floor. |
| <i>The embankment</i> | Shrubs have started to grow on the embankment. | Remove shrubs immediately. |
| | A tree has started to grow on the embankment. | Remove tree immediately. |
| <i>The outlet device</i> | Clogging has occurred. | Clean out the outlet device. Dispose of the sediment and/or debris off-site. |
| | The outlet device is damaged. | Repair the outlet |
| <i>Outlet structure trash rack</i> | Debris on trash rack. | Clear debris from trash rack. Dispose of properly. |
| <i>The receiving water</i> | Erosion or other signs of damage have 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 25-year storm (5.56" per 24 hours) 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: Terraces at West Glen First Addition

PROJECT LOCATION: Southwest of W. 12th Street and Union Road Intersection, City of Cedar Falls

OWNER/LEGAL ENTITY: Terraces at West Glen, LLC

TELEPHONE: 319-268-0401

E-MAIL: mtierney@newaldava.org

INITIAL DATE OF OPERATION: _____

| DATE | ITEM INSPECTED | INSPECTOR (Please Print) | OBSERVATION & REMARKS |
|-------------|-----------------------|-------------------------------------|----------------------------------|
| | | | |
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**DEPARTMENT OF PUBLIC WORKS**

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor James P. Brown and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: December 12, 2019

SUBJECT: Terraces at West Glen First Addition
Contract for Completion of Improvements
Project No. SU – 413 – 3199

The developer of the above-mentioned project, Terraces at West Glen LLC, has requested Final Plat approval in order to proceed with the sale of lots in the development. Fehr Graham Engineering, the developer's engineer, has submitted the estimate of remaining costs for completion of improvements. The developer has submitted a "Contract for Completion of Improvements" and established a Performance and Payment Bond in the amount of \$1,377,919.00 to ensure completion of the project. A copy of the Final Plat is attached for your reference.

The Engineering Division has reviewed the cost estimate for the remaining work and concur that the amount of the Performance Bond is adequate to complete the project. The "Contract for Completion of Improvements" is based on the standard forms developed by our City Attorney. The developer has also provided a Maintenance Bond in the full amount of the public improvements that will be on file until final acceptance of the project by City Council. We recommend approval of the "Contract for Completion of Improvements".

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

CONTRACT FOR COMPLETION OF IMPROVEMENTS
(Performance and Payment Bond)

THIS CONTRACT is made and entered into this 5th day of December, 2019, by and between Terraces at West Glen, LLC. owner and subdivider of a parcel of land located in the City of Cedar Falls, Iowa (hereinafter called the "Developer"), and the City of Cedar Falls, Iowa (hereinafter called the "City").

WHEREAS, the Developer proposes to develop a subdivision named Terraces at West Glen First Addition in the City of Cedar Falls, Iowa (the "Plat") on a parcel of land described on Exhibit "A" attached hereto, and by this reference incorporated herein, and has submitted a final plat which has not yet been approved; and desires to obtain preliminary plat approval and to initiate work to install the required public improvements within the plat; and

WHEREAS, the City Subdivision Ordinance requires that all necessary public improvements shall be installed and accepted before the final plat of any subdivided area shall be approved and recorded, or that in lieu of final completion of the required public improvements and before the final plat is finally approved, the subdivider shall enter into a contract with the City to ensure the completion of all the required public improvements within a specific time frame; and

WHEREAS, the performance of such contract shall be secured by a Performance and Payment Bond; and

WHEREAS, the required public improvements shall include gas, water, telephone, electric, communications, street lighting, television wires and cable and other public utilities, storm and sanitary sewers, as well as grading, drainage and paving facilities as provided in the City Subdivision Ordinance, as well as all necessary storm water detention facilities and all necessary engineering and administrative requirements.

NOW, THEREFORE, it is agreed as follows:

1. The Developer will construct all required public improvements within the Plat (hereinafter the "Public Improvements"), as described on Exhibit "B" attached hereto, to conform with approved construction plans which meet the specifications of the City of Cedar Falls, Iowa; and such approved construction plans are now on file in the City Engineer's office.

2. The Developer shall provide a Performance and Payment Bond in the amount of \$ 1,377,919.00 which is approved by the City Engineer of the City of Cedar Falls, prior to the recording of the final plat documents, which bond is hereby designated for use to pay the costs of the Public Improvements to be

completed within the platted area in the event the Developer would fail to do so as required herein.

3. When the Developer's contractors complete work on the Public Improvements within the platted area, and such Public Improvements have been approved and accepted by resolution of the city council of the City, the City will release and discharge the Performance and Payment Bond upon approval of the City Engineer.

4. All required Public Improvements for which the Performance and Payment Bond has been established shall be installed by the Developer within a period of twelve (12) months from the date of this Contract.

5. The Developer shall keep in force the Performance and Payment Bond through completion and acceptance of the required Public Improvements by Resolution of the City, at which time said Bond shall be released and discharged upon approval of the City Engineer.

6. The Developer shall cause to be provided to the City, by no later than the time of the approval of the final plat by the city council of the City, a three-year maintenance bond (the "Maintenance Bond") regarding the same, in the form attached hereto as Exhibit "D", and by this reference incorporated herein.

7. If requested and upon recommendation of the City Engineer, the City Council will pass a resolution stating that the work has been completed and accepted by the City and that the Performance and Payment Bond has been released.

8. The following attachments are incorporated herein by this reference and made a part of this Agreement:

- A. Legal Description of Land to be platted, Exhibit "A".
- B. List of Public Improvements and City Engineer's Estimate of Costs, Exhibit "B".
- C. Performance and Payment Bond in the amount of \$1,377,919.00, issued by IMT Insurance Co., Exhibit "C".
- D. Maintenance Bond in the amount of \$1,377,919.00, issued by IMT Insurance Co., Exhibit "D."

The parties hereto have executed and entered into this Contract at Cedar Falls, Iowa, on the date first above written.

Terraces at West Glen, LLC.

By: Millisa Tierney
Millisa Tierney (name)
Manager Manager (title)
"DEVELOPER"

THE CITY OF CEDAR FALLS, IOWA

By: _____
James P. Brown, Mayor

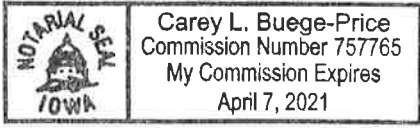
Attest: _____
Jacqueline Danielsen, City Clerk

(seal)

"CITY"

STATE OF IOWA)
COUNTY OF Black Hawk) ss:

This instrument was acknowledged before me on this 12th day of December, 2019, by Millisa Tierney as Manager of Terraces at West Glen, LLC.



Carey L. Buege-Price
Notary Public in and for the State of Iowa
My commission expires: 4/7/21

STATE OF IOWA)
COUNTY OF BLACK HAWK) ss:

This instrument was acknowledged before me on _____ day of _____, 20____, by James P. Brown, Mayor, and Jacqueline Danielsen, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa
My commission expires: _____

For Recorder's Use Only

| |
|---|
| Recorder's Index |
| County: BLACK HAWK |
| Section: 15-T89N-R14W |
| Quarter Section: NW1/4-NW1/4 |
| City: CEDAR FALLS |
| Subdivision: TERRACES AT WEST GLENN FIRST ADDITION |
| Block: N/A |
| Lot(s): (WITHIN PARCEL A IN LOT 2 OF ROBINSON'S MINOR PLAT) |
| Proprietor: TERRACES AT WEST GLEN, LLC |
| Requested By: TERRACES AT WEST GLEN, LLC |

Prepared by/Return to: FEHR GRAHAM, 128 S. Vine Street, West Union IA 52175 - Ph: (563)422-5131

FINAL PLAT
"TERRACES AT WEST GLEN FIRST ADDITION"
 A SUBDIVISION IN PARCEL A IN LOT 2 OF ROBINSON'S MINOR PLAT OF PART OF
 THE NW1/4 OF SECTION 15-T89N-R14W,
 CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA

BOUNDARY DESCRIPTION:

TERRACES AT WEST GLEN FIRST ADDITION, A SUBDIVISION IN PARCEL A IN LOT 2 OF ROBINSON'S MINOR PLAT OF PART OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH P.M., CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION;

THENCE SOUTH 00°00'10" EAST (ASSUMED BEARING), 819.76 FEET ALONG THE WEST LINE OF SAID SECTION;

THENCE NORTH 89°59'50" EAST, 75.00 FEET TO THE WEST LINE OF SAID PARCEL A AND TO THE POINT OF BEGINNING;

THENCE SOUTH 89°36'26" EAST, 38.21 FEET;

THENCE EASTERLY 168.74 FEET ALONG A 570.00 FOOT RADIUS CURVE CONCAVE NORTHERLY, (SAID CURVE HAVING A LONG CHORD OF NORTH 81°54'43" EAST, 168.13 FEET), TO A NON-TANGENT LINE SEGMENT;

THENCE SOUTH 11°30'22" EAST, 73.91 FEET, ALONG SAID NON-TANGENT LINE SEGMENT;

THENCE SOUTHERLY 56.22 FEET ALONG A 280.00 FOOT RADIUS CURVE CONCAVE WESTERLY, (SAID CURVE HAVING A LONG CHORD OF SOUTH 05°45'14" EAST, 56.13 FEET);

THENCE SOUTH 00°00'06" EAST, 107.53 FEET;

THENCE SOUTHEASTERLY 107.45 FEET ALONG A 70.81 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY, (SAID CURVE HAVING A LONG CHORD OF SOUTH 43°57'48" EAST, 97.43 FEET);

THENCE SOUTH 87°55'30" EAST, 309.92 FEET;

THENCE NORTHEASTERLY 337.77 FEET ALONG A 470.00 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY, (SAID CURVE HAVING A LONG CHORD OF NORTH 71°29'12" EAST, 330.55 FEET), TO A NON-TANGENT LINE SEGMENT;

THENCE SOUTH 40°55'22" EAST, 60.03 FEET;

THENCE NORTH 47°21'45" EAST, 63.02 FEET;



THENCE SOUTH 47°20'30" EAST, 343.53 FEET TO THE SOUTHERLY LINE OF SAID PARCEL A;

THENCE SOUTH 01°17'24" WEST, 75.65 FEET;

THENCE SOUTH 89°47'17" WEST, 1,252.43 FEET, BOTH ALONG SAID SOUTHERLY LINE TO THE SOUTHWESTERLY CORNER OF SAID PARCEL A;

THENCE NORTH 00°00'10" WEST, 504.51 FEET ALONG THE WEST LINE OF SAID PARCEL A TO THE POINT OF BEGINNING; CONTAINING 7.917 ACRES, SUBJECT TO EASEMENTS OF RECORD.

REFERENCE IS HEREBY MADE TO A SURVEY AND PLAT MADE BY LYLE G. TEKIPPE, RECORDED APRIL 25, 2019, AS FILE NUMBER 2019-00015839, ON FILE IN THE BLACK HAWK COUNTY RECORDERS OFFICE, WATERLOO, IOWA.

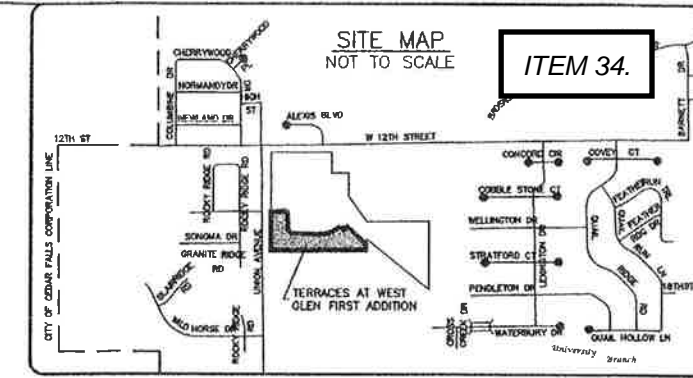
| | |
|--|--|
|  | I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa. The unadjusted error of closure does not exceed 1:10,000 for the subdivision boundary and does not exceed 1:5,000 for any individual lot. |
| | Lyle G. Tekippe, P.E. & P.L.S. License Number: 7060 Date: 11-21-19 My license renewal date is December 31, 2020. Sheets covered by this seal: SHEETS 1-2 |
|  | ILLINOIS IOWA WISCONSIN © 2019 FEHR GRAHAM |
| G:\C3D\18\18-868-NEWALDAYA\18-868-FINAL PLAT 1ST ADD.dwg | PLOT DATE: 11/21/19 |
| SURVEY WAS COMPLETED ON: MONUMENTS WILL BE SET WITHIN ONE YEAR OF RECORDATION OF THIS PLAT | JOB NUMBER: 18-868 SHEET NUMBER: 1 of 2 |



FINAL PLAT

"TERRACES AT WEST GLEN FIRST ADDITION"

A SUBDIVISION IN PARCEL A IN LOT 2 OF ROBINSON'S MINOR PLAT OF PART OF THE NW1/4 OF SECTION 15-T89N-R14W, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA



LEGEND

- ⊕ SECTION CORNER AS DESCRIBED
- FOUND 1/2" Ø REBAR
- FOUND 1/2" Ø REBAR W/YPC #8505
- ★ FOUND 1/2" Ø REBAR W/RPC #7060
- SET 1/2" Ø REBAR W/RPC #7060
- CALCULATED POSITION
- ▭ SUBDIVISION BOUNDARY
- ▭ RED PLASTIC CAP
- ▭ YELLOW PLASTIC CAP
- (R) PREVIOUSLY RECORDED AS

NOTES:

1. TRACT A WILL BE DEDICATED TO THE CITY OF CEDAR FALLS AS PUBLIC STREET RIGHT-OF-WAY.
2. TRACT B IS STORMWATER MANAGEMENT AREA & NON-BUILDABLE. IT HAS AN ACCESS EASEMENT OVER THE ENTIRE TRACT.
3. TOTAL SUBDIVISION AREA IS 7.917 ACRES.

FINAL PLAT PREPARER:

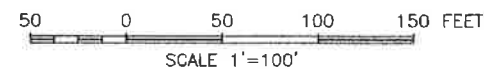
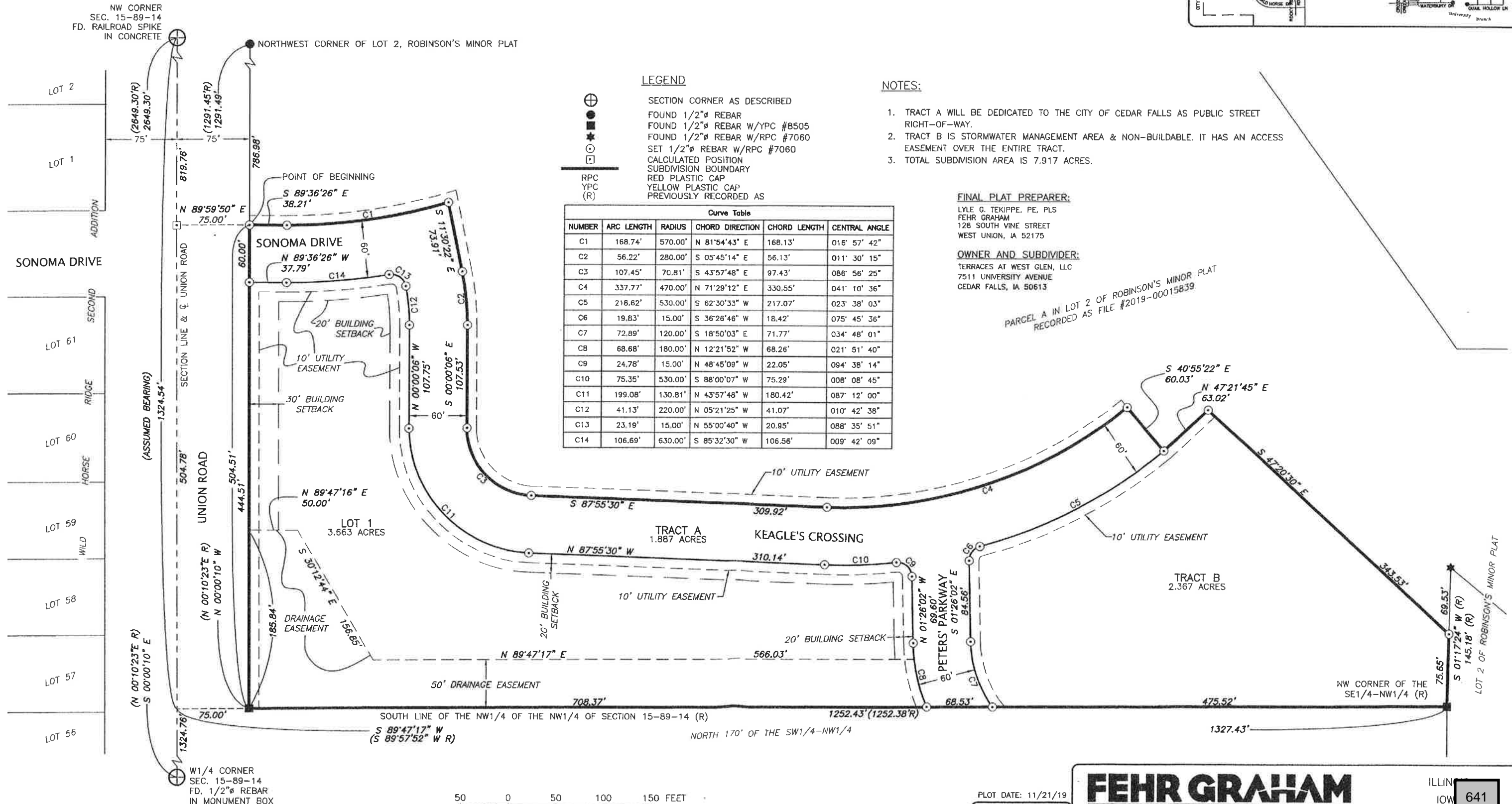
LYLE G. TEKIPPE, PE, PLS
FEHR GRAHAM
128 SOUTH VINE STREET
WEST UNION, IA 52175

OWNER AND SUBDIVIDER:

TERRACES AT WEST GLEN, LLC
7511 UNIVERSITY AVENUE
CEDAR FALLS, IA 50613

PARCEL A IN LOT 2 OF ROBINSON'S MINOR PLAT
RECORDED AS FILE #2019-00015839

| NUMBER | ARC LENGTH | RADIUS | CHORD DIRECTION | CHORD LENGTH | CENTRAL ANGLE |
|--------|------------|---------|-----------------|--------------|---------------|
| C1 | 168.74' | 570.00' | N 81°54'43" E | 168.13' | 016° 57' 42" |
| C2 | 56.22' | 280.00' | S 05°45'14" E | 56.13' | 011° 30' 15" |
| C3 | 107.45' | 70.81' | S 43°57'48" E | 97.43' | 088° 56' 25" |
| C4 | 337.77' | 470.00' | N 71°29'12" E | 330.55' | 041° 10' 36" |
| C5 | 218.62' | 530.00' | S 62°30'33" W | 217.07' | 023° 38' 03" |
| C6 | 19.83' | 15.00' | S 36°26'48" W | 18.42' | 075° 45' 36" |
| C7 | 72.89' | 120.00' | S 18°50'03" E | 71.77' | 034° 48' 01" |
| C8 | 68.68' | 180.00' | N 12°21'52" W | 68.26' | 021° 51' 40" |
| C9 | 24.78' | 15.00' | N 48°45'09" W | 22.05' | 094° 38' 14" |
| C10 | 75.35' | 530.00' | S 88°00'07" W | 75.29' | 008° 08' 45" |
| C11 | 199.08' | 130.81' | N 43°57'48" W | 180.42' | 087° 12' 00" |
| C12 | 41.13' | 220.00' | N 05°21'25" W | 41.07' | 010° 42' 38" |
| C13 | 23.19' | 15.00' | N 55°00'40" W | 20.95' | 088° 35' 51" |
| C14 | 106.69' | 630.00' | S 85°32'30" W | 106.56' | 009° 42' 09" |



PLOT DATE: 11/21/19

SHEET NUMBER:
2 of 2

FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL

ILLINOIS
IOWA
WISCONSIN

641

Exhibit B

**Final Opinion of Probable Cost
The Terraces at West Glen First Addition, City of Cedar Falls, Iowa
Project No. 18-868**

| NO. | CODE | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | TOTAL PRICE |
|-----|--------------|---|----------|------|-------------|-------------|
| 1 | 1070-206-A-3 | TRAFFIC CONTROL | 1 | LS | \$ 2,000.00 | \$ 2,000 |
| 2 | 2010-108-D-1 | TOPSOIL, ON-SITE | 3,800 | CY | \$ 20.00 | \$ 76,000 |
| 3 | 2010-108-I-0 | SUBBASE, 4" THICK CRUSHED STONE (SIDEWALK) | 104 | SY | \$ 17.50 | \$ 1,820 |
| 4 | 2010-108-I-0 | SUBBASE, 12" THICK SPECIAL BACKFILL | 5,670 | SY | \$ 14.50 | \$ 82,215 |
| 5 | 4010-108-A-1 | SANITARY SEWER GRAVITY MAIN, TRENCHED, 8" DIAMETER PVC | 1,060 | LF | \$ 47.00 | \$ 49,820 |
| 6 | 4010-108-E-0 | SANITARY SEWER SERVICE STUB, 4" DIAMETER PVC | 514 | LF | \$ 24.00 | \$ 12,336 |
| 7 | 4010-108-E-4 | SANITARY SEWER SERVICE WYE | 12 | EA | \$ 230.00 | \$ 2,760 |
| 8 | 4020-108-A-1 | STORM SEWER, TRENCHED, 12" DIAMETER RCP | 463 | LF | \$ 36.00 | \$ 16,668 |
| 9 | 4020-108-A-1 | STORM SEWER, TRENCHED, 15" DIAMETER RCP | 62 | LF | \$ 43.00 | \$ 2,666 |
| 10 | 4020-108-A-1 | STORM SEWER, TRENCHED, 18" DIAMETER RCP | 294 | LF | \$ 58.00 | \$ 17,052 |
| 11 | 4020-108-A-1 | STORM SEWER, TRENCHED, 30" DIAMETER RCP | 94 | LF | \$ 98.00 | \$ 9,212 |
| 12 | 4020-108-A-1 | STORM SEWER, TRENCHED, 36" DIAMETER RCP | 689 | LF | \$ 105.00 | \$ 72,345 |
| 13 | 4030-108-B-0 | PIPE APRON, 30"Ø RCP | 1 | EA | \$ 2,025.00 | \$ 2,025 |
| 14 | 4030-108-B-0 | PIPE APRON, 36"Ø RCP | 3 | EA | \$ 2,300.00 | \$ 6,900 |
| 15 | 4040-108-A-0 | SUBDRAIN, 6"Ø PERFORATED PE, BEHIND STREET CURB | 2,121 | LF | \$ 13.50 | \$ 28,634 |
| 16 | 4040-108-A-0 | SUBDRAIN, 4"Ø PERFORATED HDPE, IN DETENTION BASIN | 613 | LF | \$ 12.50 | \$ 7,663 |
| 17 | 4040-108-C-0 | SUBDRAIN CLEANOUT, TYPE A2 | 6 | EA | \$ 375.00 | \$ 2,250 |
| 18 | 5010-108-A-1 | WATER MAIN, TRENCHED, 8"Ø DIP CLASS 52, POLYETHYLENE WRAPPED | 1,132 | LF | \$ 53.00 | \$ 59,996 |
| 19 | 5010-108-A-1 | WATER MAIN, TRENCHED, 12"Ø DIP CLASS 52, POLYETHYLENE WRAPPED | 1,018 | LF | \$ 55.00 | \$ 55,990 |
| 20 | 5010-108-B-2 | WATER MAIN WITH CASING PIPE, TRENCHLESS, 12"Ø DIP CLASS 52, 20"Ø STEEL CASING | 160 | LF | \$ 485.00 | \$ 77,600 |
| 21 | 5010-108-C-2 | FITTING, COMPACT DUCTILE IRON | 1,442 | LB | \$ 9.00 | \$ 12,978 |
| 22 | 5010-108-E-1 | WATER SERVICE PIPE, 1" DIAMETER COPPER | 746 | LF | \$ 18.50 | \$ 13,801 |
| 23 | 5010-108-E-2 | WATER SERVICE CORPORATION | 12 | EA | \$ 155.00 | \$ 1,860 |

| NO. | CODE | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | TOTAL PRICE |
|-----|----------------|---|----------|------|-------------|-------------|
| 24 | 5010-108-E-3 | WATER SERVICE CURB STOP AND BOX, 1"Ø | 12 | EA | \$ 300.00 | \$ 3,600 |
| 25 | 5010-108-F-0 | CONNECTION TO EXISTING WATER MAIN | 1 | EA | \$ 3,150.00 | \$ 3,150 |
| 26 | 5020-108-A-0 | VALVE, 8" DIA. GATE | 5 | EA | \$ 1,375.00 | \$ 6,875 |
| 27 | 5020-108-A-0 | VALVE, 12" DIA. GATE | 7 | EA | \$ 2,350.00 | \$ 16,450 |
| 28 | 5020-108-B-0 | TAPPING VALVE ASSEMBLY, 12"Ø | 1 | EA | | |
| 29 | 5020-108-C-0 | FIRE HYDRANT ASSEMBLY | 5 | EA | \$ 4,350.00 | \$ 21,750 |
| 30 | 6010-108-A-0 | MANHOLE, 48"Ø SW-301 SANITARY SEWER MANHOLE | 7 | EA | \$ 5,000.00 | \$ 35,000 |
| 31 | 6010-108-A-0 | MANHOLE, 48"Ø SW-303 SANITARY SEWER MANHOLE | 1 | EA | \$ 3,800.00 | \$ 3,800 |
| 32 | 6010-108-A-0 | MANHOLE, 48"Ø SW-601 STORM SEWER MANHOLE | 2 | EA | \$ 3,250.00 | \$ 6,500 |
| 33 | 6010-108-A-0 | MANHOLE, 72"Ø SW-601 STORM SEWER MANHOLE | 2 | EA | \$ 5,400.00 | \$ 10,800 |
| 34 | 6010-108-B-0 | INTAKE, SW-507 PRE-CAST | 9 | EA | \$ 4,050.00 | \$ 36,450 |
| 35 | 6010-108-B-0 | INTAKE, SW-510 PRE-CAST | 11 | EA | \$ 6,000.00 | \$ 66,000 |
| 36 | 6010-108-B-0 | 30"Ø NYLOPLAST INTAKE W/ DOMED TOP | 1 | EA | \$ 3,250.00 | \$ 3,250 |
| 37 | 6010-108-I-0 | OUTLET STRUCTURE, 60"Ø | 1 | LS | \$ 9,750.00 | \$ 9,750 |
| 38 | 7010-108-A-0 | PAVEMENT, PCC, 7" THICK, 31' BACK TO BACK W/ INTEGRAL CURB & GUTTER | 4,826 | SY | \$ 41.25 | \$ 199,073 |
| 39 | 7030-108-E-0 | SIDEWALK, PCC, 5" THICKNESS | 74 | SY | \$ 85.00 | \$ 6,290 |
| 40 | 7030-108-G-0 | DETECTABLE WARNING | 180 | SF | \$ 30.00 | \$ 5,400 |
| 41 | 8020-108-B-0 | PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE (PARKING) | 1 | LS | \$ 500.00 | \$ 500 |
| 42 | 9010-108-A-0 | CONVENTIONAL SEEDING, FERTILIZING, AND MULCHING | 10 | AC | \$ 4,000.00 | \$ 40,000 |
| 43 | 9040-108-J-0 | RIP RAP | 715 | TONS | \$ 40.00 | \$ 28,600 |
| 44 | 11,020-108-A | MOBILIZATION | 1 | LS | \$ 27,288 | \$ 27,288 |
| 45 | 11,050-108-A-0 | CONCRETE WASHOUT | 1 | LS | \$ 1,000 | \$ 1,000 |
| 46 | | POLYSTYRENE INSULATION | 1 | LS | \$ 2,150.00 | \$ 2,150 |

Total \$ 1,148,266

Dated: December 2, 2019



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.

Jon S. Biederman, PE
License Number 13868

12/2/2019
Date

My license renewal date is December 31, 2020. Pages covered by this seal: Sheet 1 and 2 of 2

Opinion of Probable Cost
The Terraces at West Glen First Addition, City of Cedar Falls, Iowa
Project No. 18-868

The following applies to the Performance Bond for the First Addition

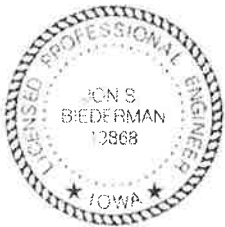
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| 46 | | POLYSTYRENE INSULATION | 1 | LS | \$ 2,150.00 | \$ 2,150 |

Total \$ 1,148,266

Performance Bond Total (120%) \$ 1,377,919

Dated: December 2, 2019



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.

Jon S. Biederman, PE
License Number 13868

12/2/2019
Date

My license renewal date is December 31, 2020. Pages covered by this seal: Sheet 1 and 2 of 2

Opinion of Probable Cost
The Terraces at West Glen First Addition, City of Cedar Falls, Iowa
Project No. 18-868

The following applies to the Maintenance Bond for the First Addition

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| 2 | 2010-108-D-1 | TOPSOIL, ON-SITE | 3,800 | CY | \$ 20.00 | \$ 76,000 |
| 3 | 2010-108-I-0 | SUBBASE, 4" THICK CRUSHED STONE (SIDEWALK) | 104 | SY | \$ 17.50 | \$ 1,820 |
| 4 | 2010-108-I-0 | SUBBASE, 12" THICK SPECIAL BACKFILL | 5,670 | SY | \$ 14.50 | \$ 82,215 |
| 5 | 4010-108-A-1 | SANITARY SEWER GRAVITY MAIN, TRENCHED, 8" DIAMETER PVC | 1,060 | LF | \$ 47.00 | \$ 49,820 |
| 6 | 4010-108-E-0 | SANITARY SEWER SERVICE STUB, 4" DIAMETER PVC | 514 | LF | \$ 24.00 | \$ 12,336 |
| 7 | 4010-108-E-4 | SANITARY SEWER SERVICE WYE | 12 | EA | \$ 230.00 | \$ 2,760 |
| 8 | 4020-108-A-1 | STORM SEWER, TRENCHED, 12" DIAMETER RCP | 463 | LF | \$ 36.00 | \$ 16,668 |
| 9 | 4020-108-A-1 | STORM SEWER, TRENCHED, 15" DIAMETER RCP | 62 | LF | \$ 43.00 | \$ 2,666 |
| 10 | 4020-108-A-1 | STORM SEWER, TRENCHED, 18" DIAMETER RCP | 294 | LF | \$ 58.00 | \$ 17,052 |
| 11 | 4020-108-A-1 | STORM SEWER, TRENCHED, 30" DIAMETER RCP | 94 | LF | \$ 98.00 | \$ 9,212 |
| 12 | 4020-108-A-1 | STORM SEWER, TRENCHED, 36" DIAMETER RCP | 689 | LF | \$ 105.00 | \$ 72,345 |
| 13 | 4030-108-B-0 | PIPE APRON, 30"Ø RCP | 1 | EA | \$ 2,025.00 | \$ 2,025 |
| 14 | 4030-108-B-0 | PIPE APRON, 36"Ø RCP | 3 | EA | \$ 2,300.00 | \$ 6,900 |
| 15 | 4040-108-A-0 | SUBDRAIN, 6"Ø PERFORATED PE, BEHIND STREET CURB | 2,121 | LF | \$ 13.50 | \$ 28,634 |
| 16 | 4040-108-A-0 | SUBDRAIN, 4"Ø PERFORATED HDPE, IN DETENTION BASIN | 613 | LF | \$ 12.50 | \$ 7,663 |
| 17 | 4040-108-C-0 | SUBDRAIN CLEANOUT, TYPE A2 | 6 | EA | \$ 375.00 | \$ 2,250 |
| 18 | 5010-108-A-1 | WATER MAIN, TRENCHED, 8"Ø DIP CLASS 52, POLYETHYLENE WRAPPED | 1,132 | LF | \$ 53.00 | \$ 59,996 |
| 19 | 5010-108-A-1 | WATER MAIN, TRENCHED, 12"Ø DIP CLASS 52, POLYETHYLENE WRAPPED | 1,018 | LF | \$ 55.00 | \$ 55,990 |
| 20 | 5010-108-B-2 | WATER MAIN WITH CASING PIPE, TRENCHLESS, 12"Ø DIP CLASS 52, 20"Ø STEEL CASING | 160 | LF | \$ 485.00 | \$ 77,600 |
| 21 | 5010-108-C-2 | FITTING, COMPACT DUCTILE IRON | 1,442 | LB | \$ 9.00 | \$ 12,978 |
| 22 | 5010-108-E-1 | WATER SERVICE PIPE, 1" DIAMETER COPPER | 746 | LF | \$ 18.50 | \$ 13,801 |
| 23 | 5010-108-E-2 | WATER SERVICE CORPORATION | 12 | EA | \$ 155.00 | \$ 1,860 |

| NO. | CODE | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | TOTAL PRICE |
|-----|----------------|---|----------|------|-------------|-------------|
| 24 | 5010-108-E-3 | WATER SERVICE CURB STOP AND BOX, 1"Ø | 12 | EA | \$ 300.00 | \$ 3,600 |
| 25 | 5010-108-F-0 | CONNECTION TO EXISTING WATER MAIN | 1 | EA | \$ 3,150.00 | \$ 3,150 |
| 26 | 5020-108-A-0 | VALVE, 8" DIA. GATE | 5 | EA | \$ 1,375.00 | \$ 6,875 |
| 27 | 5020-108-A-0 | VALVE, 12" DIA. GATE | 7 | EA | \$ 2,350.00 | \$ 16,450 |
| 28 | 5020-108-B-0 | TAPPING VALVE ASSEMBLY, 12"Ø | 1 | EA | | |
| 29 | 5020-108-C-0 | FIRE HYDRANT ASSEMBLY | 5 | EA | \$ 4,350.00 | \$ 21,750 |
| 30 | 6010-108-A-0 | MANHOLE, 48"Ø SW-301 SANITARY SEWER MANHOLE | 7 | EA | \$ 5,000.00 | \$ 35,000 |
| 31 | 6010-108-A-0 | MANHOLE, 48"Ø SW-303 SANITARY SEWER MANHOLE | 1 | EA | \$ 3,800.00 | \$ 3,800 |
| 32 | 6010-108-A-0 | MANHOLE, 48"Ø SW-601 STORM SEWER MANHOLE | 2 | EA | \$ 3,250.00 | \$ 6,500 |
| 33 | 6010-108-A-0 | MANHOLE, 72"Ø SW-601 STORM SEWER MANHOLE | 2 | EA | \$ 5,400.00 | \$ 10,800 |
| 34 | 6010-108-B-0 | INTAKE, SW-507 PRE-CAST | 9 | EA | \$ 4,050.00 | \$ 36,450 |
| 35 | 6010-108-B-0 | INTAKE, SW-510 PRE-CAST | 11 | EA | \$ 6,000.00 | \$ 66,000 |
| 36 | 6010-108-B-0 | 30"Ø NYLOPLAST INTAKE W/ DOMED TOP | 1 | EA | \$ 3,250.00 | \$ 3,250 |
| 37 | 6010-108-I-0 | OUTLET STRUCTURE, 60"Ø | 1 | LS | \$ 9,750.00 | \$ 9,750 |
| 38 | 7010-108-A-0 | PAVEMENT, PCC, 7" THICK, 31' BACK TO BACK W/ INTEGRAL CURB & GUTTER | 4,826 | SY | \$ 41.25 | \$ 199,073 |
| 39 | 7030-108-E-0 | SIDEWALK, PCC, 5" THICKNESS | 74 | SY | \$ 85.00 | \$ 6,290 |
| 40 | 7030-108-G-0 | DETECTABLE WARNING | 180 | SF | \$ 30.00 | \$ 5,400 |
| 41 | 8020-108-B-0 | PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE (PARKING) | 1 | LS | \$ 500.00 | \$ 500 |
| 42 | 9010-108-A-0 | CONVENTIONAL SEEDING, FERTILIZING, AND MULCHING | 10 | AC | \$ 4,000.00 | \$ 40,000 |
| 43 | 9040-108-J-0 | RIP RAP | 715 | TONS | \$ 40.00 | \$ 28,600 |
| 44 | 11,020-108-A | MOBILIZATION | 1 | LS | \$ 27,288 | \$ 27,288 |
| 45 | 11,050-108-A-0 | CONCRETE WASHOUT | 1 | LS | \$ 1,000 | \$ 1,000 |
| 46 | | POLYSTYRENE INSULATION | 1 | LS | \$ 2,150.00 | \$ 2,150 |

Total \$ 1,148,266

Dated: December 2, 2019



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.

[Signature]

 Jon S. Biederman, PE
 License Number 13868

12/2/2019

 Date

My license renewal date is December 31, 2020. Pages covered by this seal: Sheet 1 and 2 of 2

PERFORMANCE AND PAYMENT BOND

KNOW ALL BY THESE PRESENTS:

That we, Terraces at West Glen, L.L.C., as Principal (hereinafter the "Principal") and IMT Insurance Company, as Surety are held and firmly bound unto the City of Cedar Falls, Iowa, as Obligee (hereinafter referred to as "the City"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the amount of One Million Three Hundred Seventy Seven Thousand Nine Hundred Nineteen Dollars & 00/100 dollars (\$ 1,377,919.00), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

WHEREAS, the Principal proposes to develop a subdivision named Terraces at West Glen First Addition in the City of Cedar Falls, Iowa (the "Plat") on a parcel of land and has submitted a final plat which has not yet been approved; and

WHEREAS, the Principal desires to obtain final plat approval and to initiate work to install the required public improvements within the Plat; and

WHEREAS, the City's Subdivision Ordinance requires that all necessary public improvements shall be installed and accepted before the final plat of any subdivided area shall be approved and recorded, or that in lieu of final completion of the required public improvements and before the final plat is finally approved, the subdivider shall enter into a Contract for Completion of Improvements (hereinafter the "Contract") with the City to ensure the completion within a specific time frame of all the required public infrastructure improvements as required as part of the final plat approval, to conform with approved construction plans which meet the design standards and technical standards established for such public improvements by the City and by Cedar Falls Utilities, and as shown on the approved construction plans and described in detail as follows:

Sanitary Sewer, Storm Sewer, Water Main, Streets and Sidewalks

and

Whereas, the performance of the Contract is secured by the filing of this Performance and Payment Bond in the name of the Principal; and

Whereas, the Principal represents that it will construct and install all required improvements in accordance with the design standards established for such improvements by the City and Cedar Falls Utilities as shown on the approved construction plans for the Project;

The conditions of the above obligations are such that whereas the Principal of the land being platted has entered into the Contract with the City to ensure the completion of the improvements within a specific time;

Now therefore, it is expressly understood and agreed by the Principal and Surety in this Bond that the following provisions are a part of this Bond and are binding upon said Principal and Surety, to-wit:

1. **PERFORMANCE:** The Principal shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of the Contract and all approved construction plans for all required public infrastructure improvements which meet the design standards and technical standards established for such public improvements by the City and by Cedar Falls Utilities (hereinafter collectively, the "Contract Documents"), by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the City from all outlay and expense incurred by the City by reason of the Principal's default or failure to perform as required.

(CON'T – PERFORMANCE AND PAYMENT BOND)

The Principal 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 Principal and the Surety on this Bond hereby agree 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 Principal or any subcontractor.

Principal's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the City at the time such work was accepted.

3. **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 Principal 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.

The Principal and every Surety on this 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 City including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the City's staff attorneys), and all costs and expenses of litigation as they are incurred by the City. It is intended the Principal and Surety will defend and indemnify the City on all claims made against the City on account of Principal's failure to perform as required in this Bond, that all agreements and promises set forth in this Bond will be fulfilled, and that the City will be fully indemnified so that it will be put into the position it would have been in had the infrastructure improvements been constructed in the first instance as required.

(CON'T – PERFORMANCE AND PAYMENT BOND)

In the event the City incurs any "outlay and expense" in defending itself against any claim as to which the Principal or Surety should have provided the defense, or in the enforcement of the promises given by the Principal in the Contract, or in the enforcement of the promises given by the Principal and Surety in this Bond, the Principal and Surety agree that they will make the City whole for all such outlay and expense, provided that the Surety's obligation under this Bond shall not exceed 125% of the penal sum of this Bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be the United States District Court for the Northern District of Iowa or the Iowa District Court for Black Hawk County, State of Iowa. If legal action is required by the City to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the City, the Principal and the Surety agree, jointly, and severally, to pay the City all outlay and expense incurred therefor by the City. All rights, powers, and remedies of the City hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the City, by law. The City may proceed against Surety for any amount guaranteed hereunder whether action is brought against the Principal or whether Principal is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the approved construction plans now on file in the City Engineer's office and the Contract, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a word, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond and the Contract; second, if not defined in the Bond and the Contract, 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 is hereby made a part of this Bond.

Project No. 18-868

Witness our hands, in triplicate, this 5th day of December, 2019.

PRINCIPAL:

Terraces at West Glen, L.L.C.
Principal

By: Melissa Terry
Signature
Manager
Title

SURETY:

IMT Insurance Company
Surety Company

By: Jill Shaffer
Signature Attorney-in-Fact
Jill Shaffer

Printed Name of Attorney-in-Fact

IMT Insurance Company
Surety Company Name

PO Box 1336
Surety Company Address

Des Moines, IA 50306
City, State, Zip Code

515-453-0777
Surety Company Telephone Number

NOTE:

1. All signatures on this performance and payment 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.

01278948-1\10283-000

SURETY BOND NO. SY94226

MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Terraces at West Glen, L.L.C., as Principal (hereinafter the "Principal") and IMT Insurance Company, as Surety are held and firmly bound unto the City of Cedar Falls, Iowa, as Obligee (hereinafter referred to as "the City"), and to all persons who may be injured by any breach of any of the conditions of this Maintenance Bond (hereinafter referred to as "Bond") in the amount of One Million Three Hundred Seventy Seven Thousand Nine Hundred Nineteen Dollars & 00/100 dollars (\$ 1,377,919.00), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

Whereas, prior to City Council approval of a final plat of a subdivided area, the Principal shall submit to the City Engineer this Bond to provide for the protection of the City against future liability for any and all defects in workmanship or materials and any conditions that could result in structural or other failure of all of the public infrastructure improvements required as part of final plat approval for a period of three (3) years from the date of acceptance of any required public improvement which is the _____ day of _____; and

Whereas, the Principal represents that it has constructed and installed all required public infrastructure improvements as required as part of the final plat approval, to conform with approved construction plans which meet the design standards and technical standards established for such public improvements by the City and by Cedar Falls Utilities, and as shown on the approved construction plans and described in detail as follows:

Sanitary Sewer, Storm Sewer, Water Main, Streets and Sidewalks

Now therefore, it is expressly understood and agreed by the Principal and Surety in this Bond that the following provisions are a part of this Bond and are binding upon said Principal and Surety, to-wit:

1. MAINTENANCE: The Principal and Surety on this Bond hereby agree, at their own expense:
 - A. To remedy any and all defects that may develop in or result from work performed on the above described public infrastructure improvements required as part of final plat approval for a period of three (3) years from the date of acceptance of all required public infrastructure improvements, by reason of defects in workmanship or materials used in construction of said work;
 - B. To keep all work in continuous good repair; and
 - C. To pay the City's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the City all outlay and expense incurred as a result of Principal's and Surety's failure to remedy any defect as required by this section.
 - D. Following Principal and Surety's repair and construction of any failed infrastructure component or elements the City Engineer shall determine whether the three-year bond shall be renewed or extended beyond the original three-year bond period. In the event of major structural failures the maintenance bond shall be renewed if recommended by the

City Engineer for a new three-year period from the date of repair for that portion of the public improvements involved in the structural failure and repair

2. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
- A. That this Bond shall remain in full force and effect until the maintenance period is completed, whether completed within the specified three (3) year period or within an extension thereof, as provided in Section 1-D.
 - B. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the date of acceptance the right to sue on this Bond.
 - C. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the City including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the City's staff attorneys), and all costs and expenses of litigation as they are incurred by the City. It is intended the Principal and Surety will defend and indemnify the City on all claims made against the City on account of Principal's failure to perform as required in this Bond, that all agreements and promises set forth in this Bond will be fulfilled, and that the City will be fully indemnified so that it will be put into the position it would have been in had the infrastructure improvements been constructed in the first instance as required.
 - D. In the event the City incurs any "outlay and expense" in defending itself against any claim as to which the Principal or Surety should have provided the defense, or in the enforcement of the promises given by the Principal in the approved construction plans, or in the enforcement of the promises given by the Principal and Surety in this Bond, the Principal and Surety agree that they will make the City whole for all such outlay and expense, provided that the Surety's obligation under this Bond shall not exceed 125% of the penal sum of this Bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be the United States District Court for the Northern District of Iowa or the Iowa District Court for Black Hawk County, State of Iowa. If legal action is required by the City to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the City, the Principal and the Surety agree, jointly, and severally, to pay the City all outlay and expense incurred therefor by the City. All rights, powers, and remedies of the City hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the City, by law. The City may proceed against surety for any amount guaranteed hereunder whether action is brought against the Principal or whether Principal is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the approved construction plans and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond and the approved construction plans; second, if not defined in this Bond and the approved construction plans, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in

the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The approved construction plans are hereby made a part of this Bond.

Witness our hands, in triplicate, this 5th day of December, 2019.

Countersigned By:

Jill Shaffer
Signature of Agent

Jill Shaffer
Printed Name of Agent

LMC Insurance & Risk Management
Company Name

4200 University #200
Company Address

West Des Moines, IA 50266
City, State, Zip Code

515-244-0166
Company Telephone Number

PRINCIPAL:

Terraces at West Glen, L.L.C.
Principal

By: Melissa Tierney
Signature
Manager
Title

SURETY:

IMT Insurance Company
Surety Company

By: Jill Shaffer
Signature of Attorney-in-Fact
Jill Shaffer
Printed Name of Attorney-in-Fact

IMT Insurance Company
Company Name

PO Box 1336
Company Address

Des Moines, IA 50366
City, State, Zip Code

515-453-0777
Company Telephone Number

NOTE:

1. All signatures on this Bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This Bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this Bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this Bond must be exactly as listed on the Certificate or Power of Attorney accompanying this Bond.

01262978-1\10283-000



POWER OF ATTORNEY

Know All Persons By These Presents, that IMT Insurance Company a corporation duly organized under the laws of the State of Iowa, and having its principal office in the City of West Des Moines, County of Polk, State of Iowa, hath made, constituted and appointed, and does by these presents make, constitute and appoint

Jeffrey R. Baker, Nancy D. Baltutat, Patrick K. Duff, Mark E. Keairnes, Greg T. LaMair, Joseph I. Schmit, Christopher R. Seiberling, and Jill Shaffer

of West Des Moines and State of Iowa its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

*****Unlimited Amounts*****

and to bind IMT Insurance Company thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of IMT Insurance Company, and all such acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of IMT Insurance Company on December 18, 1998.

ARTICLE VIII, SECTION 4. - The President or any Vice President or Secretary shall have the authority to appoint Attorneys In Fact and to authorize them to execute on behalf of the Company, and attach thereto the Corporate Seal, bonds, undertakings, recognizances, contracts of indemnity or other obligatory writings, excluding insurance policies and endorsements.

ARTICLE VIII, SECTION 5. - The signature of any authorized officer and the Corporate Seal may be affixed by facsimile to any Power of Attorney authorizing the execution and delivery of any of the instruments described in Article VIII, Section 4 of the By-Laws. Such facsimile signature and seal shall have the same force and effect as though manually affixed.

In Witness Whereof, IMT Insurance Company has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this 5th day of December, 2019.

IMT Insurance Company

Sean Kennedy

Sean Kennedy, President



STATE OF IOWA }
COUNTY OF POLK }

ss:

On this 5th day of December, 2019, before me appeared Sean Kennedy, to me personally known, who being by me duly sworn did say that he is President of the IMT Insurance Company, the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of West Des Moines, Iowa, the day and year first above written.



Seth Cary

Notary Public, Polk County, Iowa

CERTIFICATE

I, Dalene Holland, Secretary of the IMT Insurance Company do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY, executed by said the IMT Insurance Company, which is still in force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the Seal of the Company on 5th day of December, 2019.

Dalene Holland

Dalene Holland, Secretary





DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM
Planning & Community Services Division

TO: Mayor and Council
FROM: David Sturch, Planner III
Matt Tolan, Civil Engineer II
DATE: December 11, 2019
SUBJECT: Terraces at West Glen First Addition Final Plat

REQUEST: Request to approve the Terraces at West Glen First Addition Final Subdivision Plat (Case # FP19-012)
PETITIONER: Terraces at West Glen – owner; Fehr Graham Engineers – Civil Engineer
LOCATION: 7.9 acres near the southeast corner of W. 12th Street and Union Road

PROPOSAL

The petitioner is requesting approval of the final plat for the Terraces at West Glen First Addition. The final plat includes one (1) residential lot and one (1) tract for stormwater detention.

BACKGROUND

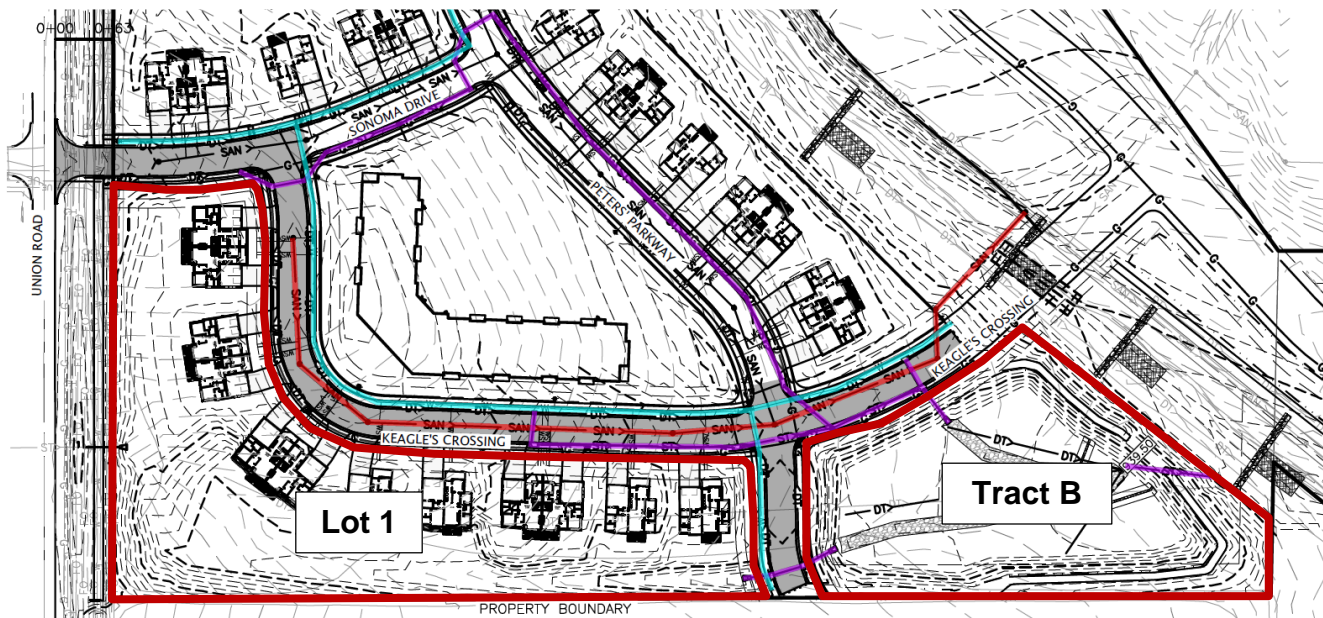
Earlier this year, the petitioner rezoned a 42 acre parcel at the southeast corner of W. 12th Street and Union Road to a planned residence district for the development of the New Aldaya Lifescapes campus (see figure to the right). A preliminary plat followed in the spring of 2019 that created six (6) residential lots for one and two family patio homes along with multi-unit unit structures for a 55 plus retirement community. The area outlined in red represents the first phase of development for this property that is part of the Terraces at West Glen First Addition.



ANALYSIS

The property is zoned R-P, Planned Residential. The RP zoning district permit a variety of residential uses from single family to multi-family dwellings based on a concept plan at the time of rezoning. New Aldaya campus is a new development for a 55 and over clientele that includes

69 one- and two-unit dwellings and two large multi-unit dwellings; one building with 40 to units is located at the corner of W. 12th Street and Union Road and the second building with 20 to 25 units is centrally located on the site. The rezoning concept plan includes 129 to 144 units on the 42 acres of land for a residential density of 3.07 to 3.42 units per acre.



The proposed final plat is the first phase of development beginning at the southwest corner of the property with one 3.6 acre lot and one 2.4 acre tract for stormwater detention. The proposed lot includes a total of 12 units that consist of four one-unit dwellings and four two-unit dwellings, which match the approved rezoning concept plan.

This development includes a 200 foot extension of Sonoma Drive off the east side of Union Road. From here the street, Keagles Crossing, will curve to the south and east for access along the north side of Lot 1. A third street, Peters Parkway will provide a future connection to the south for the adjacent property. The streets will be 31-foot wide in a 60-foot right of way. The necessary easements are identified on the plat which includes a 10-foot wide utility easement along the street frontages and a 50-foot drainage easement along the south side of Lot 1. Lot 1 shows a 20-foot building setback along Sonoma Drive, Keagles Crossing and Peters Parkway for the front and side yard areas. There is a 30-foot building setback along Union Road which represents the rear yard area. These setbacks conform to the RP zoning district requirements.

One other important feature of this subdivision includes 4-foot wide public sidewalks along all street frontages. There is also a planned 10-foot wide recreational trail along the east side of Union Road from W. 12th Street to W. 27th Street. In order to construct the trail under one project, the city will install the trail across the full length of the petitioner's property instead of a phased approach as the New Aldaya campus is developed. The petitioner will submit a payment for half the trail that will be placed in the project account for construction in the summer of 2020.

TECHNICAL COMMENTS

City technical staff, including Cedar Falls Utilities (CFU) personnel, noted that the water, gas and communication services are available to the site. The developer will be responsible for extending the utility services to the proposed development. The easements identified on the plat satisfy CFU requirements.

Cluster mailboxes will be sized and placed in the ROW according to USPS standards. All mailboxes will be located on lower volume streets and situated so as to prevent undue traffic congestion according to the direction from the City Engineer's office. The submitted Deed of Dedication for this final plat is consistent with the previously approved Deeds of Dedications from the previous additions.

The proposed stormwater management plan for the Terraces at West Glen is handled by open detention basin that includes Tract B at the easterly edge of the final plat. This basin will collect the stormwater runoff from the streets and lots on the west side of the waterway. There will be storm sewers installed along the roadway and throughout the plat. These storm sewers will be installed as a part of this development to accommodate 25 year storm. A typical storm sewer design will accommodate a 10 year storm. The street provides excess flow in the gutter to the detention basins. Currently, the Wild Horse subdivision collects in the ditch on the west side of Union Road and travels through a pipe under the road near the southwest corner of the plat into the petitioner's property. This stormwater will travel overland along a 50-foot drainage easement along the southern border of the plat into Tract B. This detention basin has a multi-stage outlet to control discharge. The design will treat 1.25" of rainfall for 24 hours for water quality to meet the City's standards. The proposed detention basin will address both water quantity and water quality of stormwater runoff. The stormwater flow will be directed away from the adjoining property owner to the south. In summary, the proposed design of the stormwater management plan for the Terraces at West Glen exceeds the city's ordinance standards.

A courtesy mailing was sent to the neighboring property owners on December 11, 2019.

PLANNING & ZONING COMMISSION

Discussion/Vote 12/4/2019 The Commission considered the final plat for the Terraces at West Glen First Addition. Chair Holst introduced the item and Mr. Sturch provided background information. He explained that the property is located at the corner of Union Road and West 12th Street. Rezoning and a preliminary plat were done earlier this year for the property. He summarized the details of the final plat and displayed a stormwater drainage drawing and explained how the water runoff will be collected. Staff recommends approval of the plat.

Mr. Mike Girsch at 1608 Union Road noted some concerns with the future maintenance and drainage along with the fill material that was brought in next to his property. The developer's engineer, Mr. Jon Biederman of Fehr Graham, stated that they are aware there is water that continually runs through that area and they may eventually add a tile line to pick up some of the low flow in an attempt to make it as maintainable and attractive as possible.

Mr. Ron Bock at 1602 Rocky Ridge Road noted his concern with the weeds in the ditch along Union Road. Mr. Biederman stated that the maintenance will not be done by the individual residents, but as a group by NewAldaya. He also mentioned that a trail is proposed that will eventually build up the ditch.

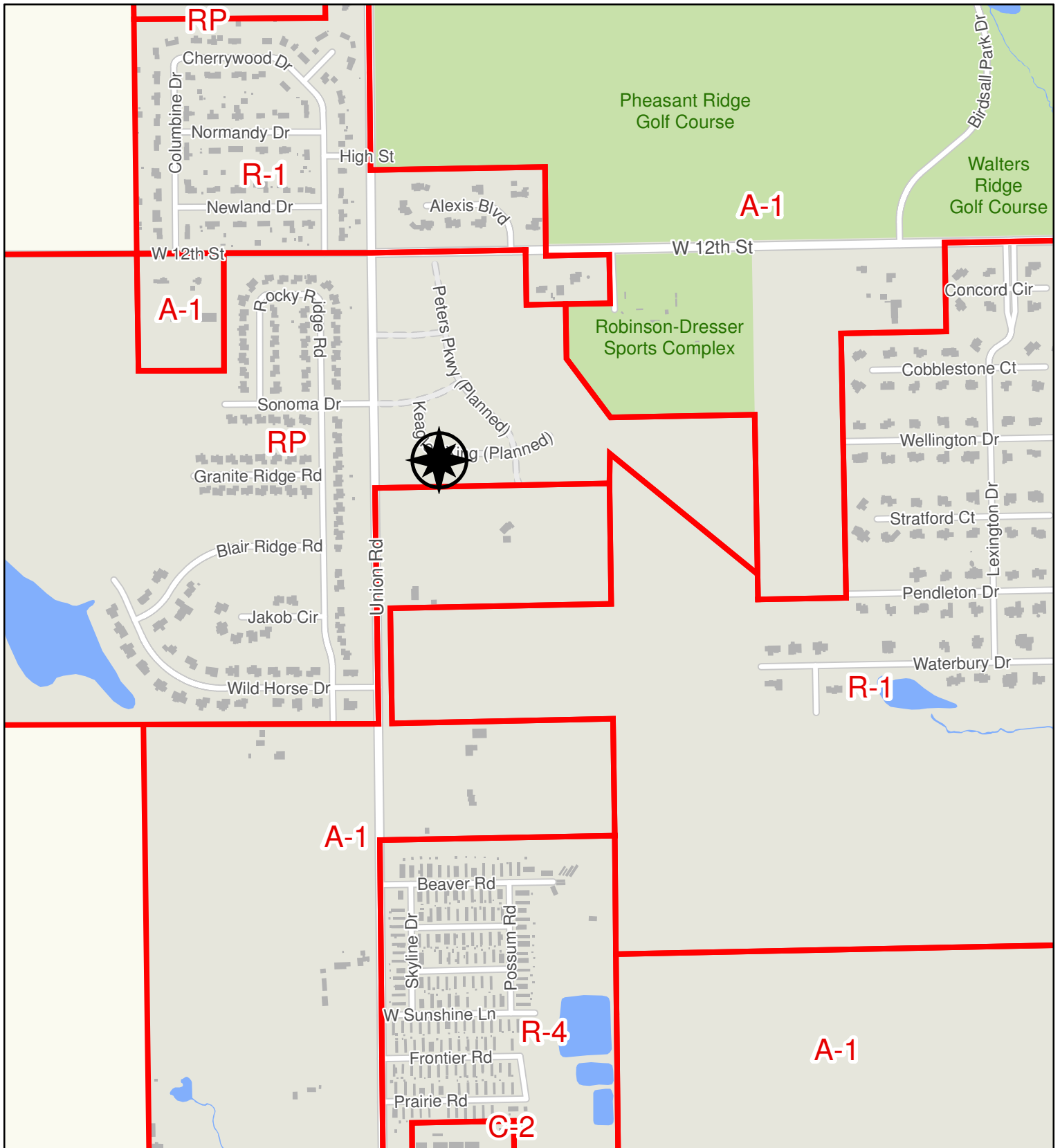
There was no discussion and the Commission made a recommendation to approve the Terraces at West Glen First Addition Final Plat.

STAFF RECOMMENDATION

The Community Development Department recommends approval of the Terraces at West Glen First Addition final plat.

Cedar Falls Planning and Zoning Commission
December 16, 2019

ITEM 35.



The Terraces at West Glen First Addition Final Plat

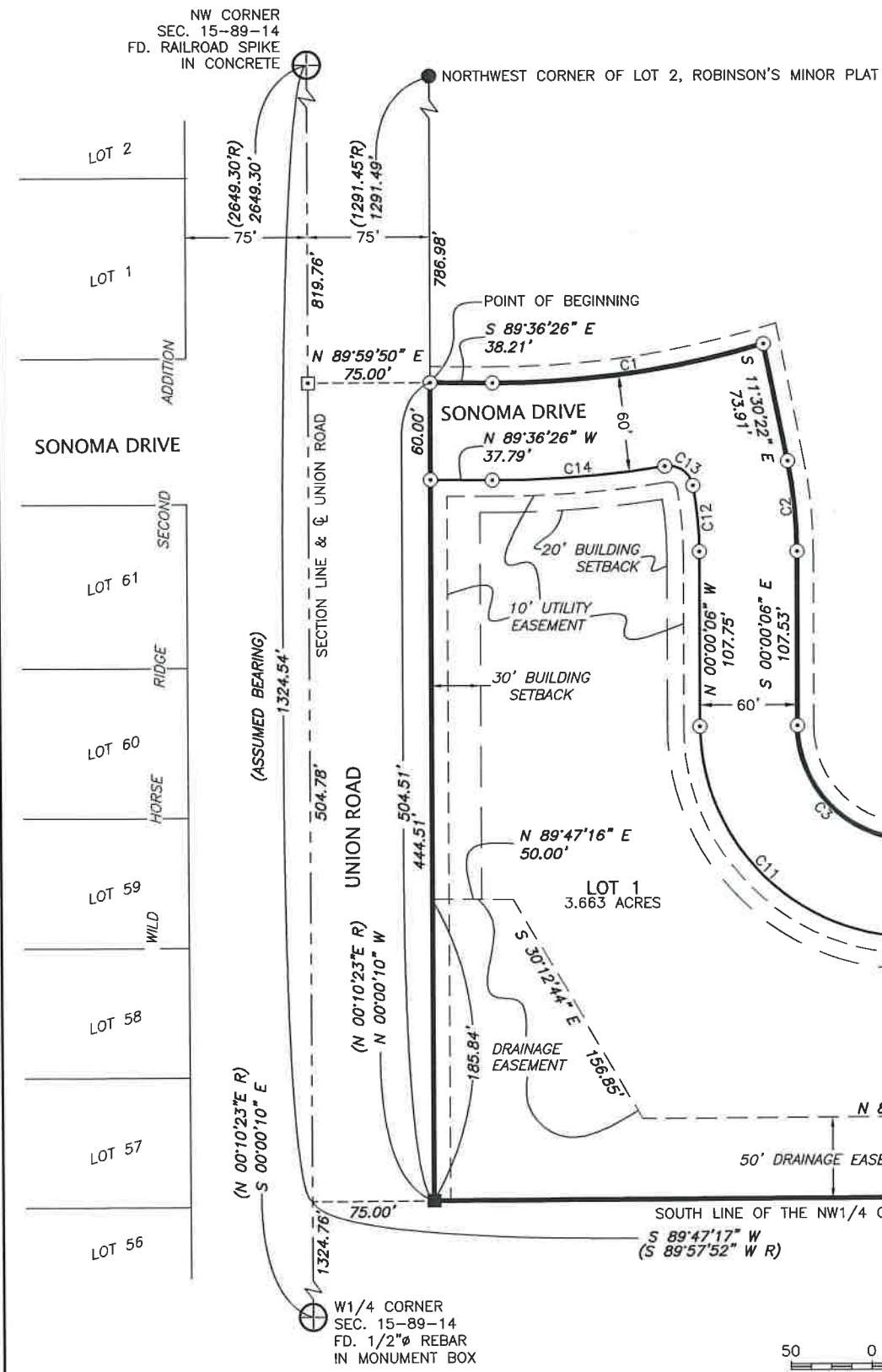
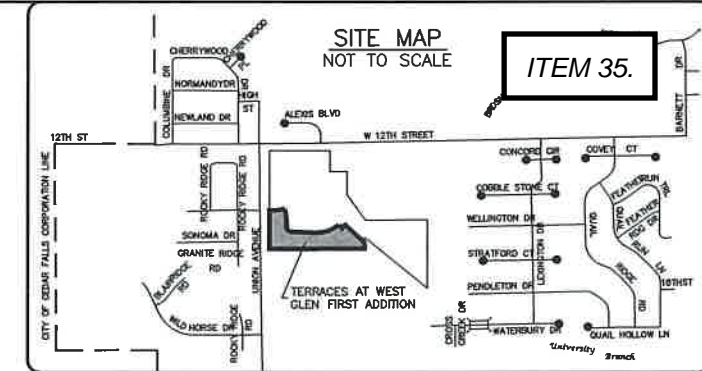
659



FINAL PLAT

"TERRACES AT WEST GLEN FIRST ADDITION"

A SUBDIVISION IN PARCEL A IN LOT 2 OF ROBINSON'S MINOR PLAT OF PART OF THE NW1/4 OF SECTION 15-T89N-R14W, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA



LEGEND

- ⊕ SECTION CORNER AS DESCRIBED
- FOUND 1/2" REBAR
- ⊙ FOUND 1/2" REBAR W/YPC #8505
- ⊛ FOUND 1/2" REBAR W/RPC #7060
- ⊚ SET 1/2" REBAR W/RPC #7060
- CALCULATED POSITION
- ▭ SUBDIVISION BOUNDARY
- ▭ RED PLASTIC CAP
- ▭ YELLOW PLASTIC CAP
- ▭ PREVIOUSLY RECORDED AS
- ⊕ RPC
- YPC
- (R)

| Curve Table | | | | | |
|-------------|------------|---------|-----------------|--------------|---------------|
| NUMBER | ARC LENGTH | RADIUS | CHORD DIRECTION | CHORD LENGTH | CENTRAL ANGLE |
| C1 | 168.74' | 570.00' | N 81°54'43" E | 168.13' | 016° 57' 42" |
| C2 | 56.22' | 280.00' | S 05°45'14" E | 56.13' | 011° 30' 15" |
| C3 | 107.45' | 70.81' | S 43°57'48" E | 97.43' | 086° 56' 25" |
| C4 | 337.77' | 470.00' | N 71°29'12" E | 330.55' | 041° 10' 36" |
| C5 | 218.62' | 530.00' | S 62°30'33" W | 217.07' | 023° 38' 03" |
| C6 | 19.83' | 15.00' | S 36°26'46" W | 18.42' | 075° 45' 36" |
| C7 | 72.89' | 120.00' | S 18°50'03" E | 71.77' | 034° 48' 01" |
| C8 | 68.68' | 180.00' | N 12°21'52" W | 68.26' | 021° 51' 40" |
| C9 | 24.78' | 15.00' | N 48°45'09" W | 22.05' | 094° 38' 14" |
| C10 | 75.35' | 530.00' | S 88°00'07" W | 75.29' | 008° 08' 45" |
| C11 | 199.08' | 130.81' | N 43°57'48" W | 180.42' | 087° 12' 00" |
| C12 | 41.13' | 220.00' | N 05°21'25" W | 41.07' | 010° 42' 38" |
| C13 | 23.19' | 15.00' | N 55°00'40" W | 20.95' | 088° 35' 51" |
| C14 | 106.69' | 630.00' | S 85°32'30" W | 106.56' | 009° 42' 09" |

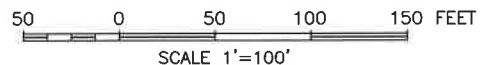
NOTES:

- TRACT A WILL BE DEDICATED TO THE CITY OF CEDAR FALLS AS PUBLIC STREET RIGHT-OF-WAY.
- TRACT B IS STORMWATER MANAGEMENT AREA & NON-BUILDABLE. IT HAS AN ACCESS EASEMENT OVER THE ENTIRE TRACT.
- TOTAL SUBDIVISION AREA IS 7.917 ACRES.

FINAL PLAT PREPARER:
 LYLE G. TEKIPPE, PE, PLS
 FEHR GRAHAM
 128 SOUTH VINE STREET
 WEST UNION, IA 52175

OWNER AND SUBDIVIDER:
 TERRACES AT WEST GLEN, LLC
 7511 UNIVERSITY AVENUE
 CEDAR FALLS, IA 50613

PARCEL A IN LOT 2 OF ROBINSON'S MINOR PLAT
 RECORDED AS FILE #2019-00015839



PLOT DATE: 11/21/19
 SHEET NUMBER:
 2 of 2

FEHR GRAHAM
 ENGINEERING & ENVIRONMENTAL

ILLINOIS
 IOWA
 WISCONSIN
 660

C:\30\18\18-889-NORMANDY\18-889-FINAL PLAT 1ST ADD.dwg, SHEET 2

DEED OF DEDICATION
OF
TERRACES AT WEST GLEN FIRST ADDITION
CITY OF CEDAR FALLS,
BLACK HAWK COUNTY, IOWA

KNOW ALL MEN BY THESE PRESENTS:

That Terraces at West Glen, L.L.C., an Iowa Nonprofit Corporation, with its principal office in Cedar Falls, Iowa; being desirous of setting out and platting the land described in the attached Certificate of Survey by Lyle G. TeKippe, a Professional Engineer and Licensed Land Surveyor, dated the 31st day of October, 2019, do by these presents designate and set apart the aforesaid premises as a subdivision of the City of Cedar Falls, Iowa the same to be known as:

TERRACES AT WEST GLEN FIRST ADDITION
CITY OF CEDAR FALLS,
BLACK HAWK COUNTY, IOWA

all of which is with the free consent and the desire of the undersigned and the undersigned do hereby designate and set apart for public use the street(s) as shown upon the attached plat.

EASEMENTS

The undersigned do hereby grant and convey to the City of Cedar Falls, Iowa, its successors and assigns, and to any private corporation, firm or person furnishing utilities for the transmission and/or distribution of water, sanitary sewer, gas, electricity, communication service or cable television, perpetual easements for the erection, laying building and maintenance of said services over, across, on and/or under the property as shown on the attached plat. No building structures, landscaping structures, private gardens or any other possible obstruction can be placed in the easements.

Any and all drainage easements will be required to follow the "Stormwater Management Plan" and no building structures, fence structures, landscaping structures, private gardens or any other possible obstruction can be built in and over said drainage easements. Owner and/or contractors working on the real estate will be responsible to maintain said easements to be free and clear of any physical obstruction(s) thus allowing the conveyance of overland storm water runoff as intended per "Stormwater Management Plan" on record with the City of Cedar Falls Engineer's Office.

RESTRICTIONS

Be it also known that the undersigned do hereby covenant and agree for themselves and their successors and assigns that the real estate is subject to the following restrictions its use and occupancy as fully and effectively to all intents and purposes as if the same were contained and set forth in each deed of conveyance or mortgage that the undersigned or their successors in interest may hereinafter make for any of said lots and that such restrictions shall run with the land to-wit:

1. Any dwelling erected shall have a minimum setback as indicated on the Final Plat. All minimum setbacks will be required to meet or exceed R-P Zoning.

2. The owner shall keep the real estate free of weeds and debris.
3. All approaches and driveways in said subdivision shall constructed in accordance with applicable Cedar Falls Ordinance.
4. Owner shall comply with all requirements of the US Post Office for mail receptacles. All mailboxes shall be clustered or grouped for the units, and shall be placed between the curb line and the property line abutting the lots. The area around said mailboxes shall be kept free and clear by the owner of the lots on which said mailboxes are located. Location of the clustered mailboxes shall be reviewed and approved by the City of Cedar Falls, Iowa.
5. No bus, semi-tractor, RV, fifth-wheel camper, trailer or truck of any kind except what is commonly described as a "pick-up truck" shall be kept or parked on any lot or street in said subdivision for a period not to exceed twenty-four hours, after which said vehicle cannot return to said subdivision for a period of five days, provided, however, that this prohibition shall not apply to such vehicles driven in said subdivision in pursuit of and in conducting their usual business.
6. All buildings erected on the real estate shall be constructed in accordance with the Building, Plumbing, and Electrical Codes of the City of Cedar Falls, Iowa.
7. No animals, livestock, or poultry of any kind shall be raised, bred or kept on the real estate. Household pets only subject to Owner/Developer approval.
8. A four foot wide P.C.C. sidewalk four inches thick will be installed by the owner of said lot during or immediately after the construction of the residence on any particular lot, or within five years after the date the plat is filed in the office of the recorder of Black Hawk County, whichever is sooner and that the sidewalk be across the full width of the lot and on corner lots also. In the event that the City is required to construct the sidewalk, a lien or liens may only be imposed against the lot or lots which require city construction and no others in the subdivision.
- 9.
10. Tract "A" to be deeded to the City of Cedar Falls, Iowa for street purposes.

PUBLIC IMPROVEMENTS REQUIRED IN PLAT

1. The Street(s) shown on the attached plat, will be brought to City grade and that the street will be thirty-one (31) feet, back of curb to back of curb, with approved hard surface pavement in accordance with the City of Cedar Falls, Standard Specifications unless otherwise specified as per approved construction plans.
2. Sanitary sewer, together with the necessary manholes and sewer service lines to the platted real estate will be provided.
3. That underground utilities, as required by the Subdivision Ordinance of the City of Cedar Falls, Iowa, shall be installed.
4. That city water will be provided to the platted real estate as required by the Cedar

Falls Municipal Utilities,

5. That municipal fire hydrant(s) will be provided as required by the Cedar Falls Public Safety Department.

6. That Storm sewer will be provided as specified by the City Engineer.

7. That handicap ramps will be provided as required by law.

8. All buildings erected on the platted real estate shall be constructed in accordance with the building, plumbing and electrical codes of the City of Cedar Falls.

9. That the work improvements called herein shall be in accordance with the specifications of the City of Cedar Falls, Iowa, and performed under the supervision of the City Engineer. In the event that the developer, Terraces at West Glen, LLC, its grantees and assigns fail to complete said work and improvements called for within _____ (____) year from the date of the acceptance of said final plat by the City of Cedar Falls, Iowa, the City may then make improvements and assess the costs of the same to the platted real estate. The undersigned, for themselves, their successors, grantees and assigns, waive all statutory requirements of notice of time and place of healing and agree that the City may install said improvements and assess the total costs thereof against the respective lots.

10. That the City may perform said work, levy the cost thereof as assessments, and the undersigned agree that said assessments so levied shall be a lien on the platted real estate with the same force and effect as though all legal provisions pertaining to the levy of such special assessments have been observed, and further authorize the City Clerk to certify such assessments to the County Auditor as assessments to be paid in installments as provided by law.

11. The Developer shall construct and install all required public improvements within the subdivision plat, to conform with approved construction plans which meet the specifications of the City of Cedar Falls, Iowa. Such required public improvements shall meet the following requirements:

- A. Shall be constructed and installed in a good and workmanlike manner;
- B. Shall be free of defects in workmanship or materials;
- C. Shall be free of any conditions that could result in structural or other failure of said improvements;
- D. Shall be constructed and installed in accordance with the design standards and technical standards established for such public improvements by the City and by Cedar Falls Utilities;
- E. Shall be constructed and installed in strict compliance with the minimum acceptable specifications for the construction of public improvements set forth in the Cedar Falls Code of Ordinances, including without limitation, Chapter 24, Subdivisions, and as such specifications shall be recommended for approval by the City Engineer from time to time, and approved by the city council.

12. The Developer's construction plans are now on file in the Office of the City

Engineer.

SIGNED and DATED this 25th day of November, 2019.

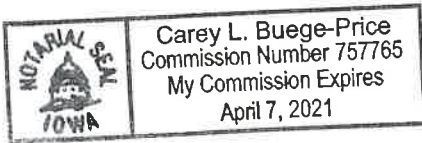
Terraces at West Glen, L.L.C.

Millisa Tierney

Millisa Tierney, CEO
Cedar Falls Lutheran Home
n/k/a NewAldaya Lifescapes

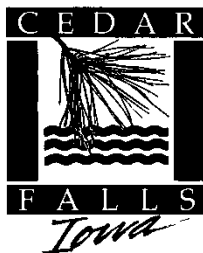
STATE OF IOWA, BLACK HAWK COUNTY: ss

On this day of November 25, 2019, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Millisa Tierney, CEO, Cedar Falls Lutheran Home n/k/a NewAldaya Lifescapes, Member/Manager of Terraces at West Glen, LLC, to me known as the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed on behalf of Terraces at West Glen, LLC.



Carey L. Buege-Price

Notary Public



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Mayor and Council
FROM: David Sturch, Planner III
DATE: December 11, 2019
SUBJECT: NewAldaya RP Planned Residence District Developmental Procedures Agreement

REQUEST: Approve Developmental Procedures Agreement for the NewAldaya development

PETITIONER: NewAldaya, Terraces at West Glen LLC

LOCATION: Southeast corner of Union Road and W. 12th Street

Earlier this year, the petitioner rezoned a 42 acre parcel at the southeast corner of W. 12th Street and Union Road to a planned residence district for the development of the New Aldaya Lifescapes campus (see figure to the right). A preliminary plat followed in the spring of 2019 that created six (6) residential lots for one and two family patio homes along with multi-unit unit structures for a 55 plus retirement community.



As part of this development, the petitioner submitted a Developmental Procedures Agreement, for the purpose of outlining the procedures to be followed for the development of the property. The Planning & Zoning Commission unanimously recommended approval of the Developmental Procedures Agreement in connection with the rezoning and platting request, and the Community Development Department also recommends approval of the Developmental Procedures Agreement.

Preparer Information: David Sturch, Planner III, 220 Clay Street, Cedar Falls, IA 50613, (319) 273-8600

**R-P PLANNED RESIDENCE ZONING DISTRICT
DEVELOPMENTAL PROCEDURES AGREEMENT**

This agreement is made and entered into this day ____ of _____, 2019, by and between the City of Cedar Falls, Iowa, hereinafter called "City" and "Terraces at West Glen, L.L.C.", an Iowa limited liability company, hereinafter called "West Glen", for the purpose of outlining procedures to be followed for the development of certain land located near Union Road and West 12th Street in Cedar Falls, Iowa, which is owned by West Glen and contains approximately 42.345 acres, and is legally described as follows:

PARCEL A IN LOT 2 OF ROBINSON'S MINOR PLAT OF PART OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH P.M., BLACK HAWK COUNTY, IOWA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION;

THENCE NORTH 89°49'33" EAST (ASSUMED BEARING), 75.00 FEET ALONG THE NORTH LINE OF SAID SECTION TO THE NORTHERLY EXTENSION OF THE WEST LINE OF LOT 2 OF ROBINSON'S MINOR PLAT OF PART OF THE NORTHWEST QUARTER OF SAID SECTION;

THENCE SOUTH 00°00'10" EAST, 33.00 FEET ALONG SAID EXTENSION OF THE WEST LINE TO THE NORTHWEST CORNER OF SAID LOT 2 AND THE POINT OF BEGINNING;

THENCE NORTH 89°49'332" EAST, 795.38 FEET ALONG THE NORTH LINE OF SAID LOT 2 TO THE NORTHWEST CORNER OF LOT 1 IN SAID MINOR PLAT;

THENCE SOUTH 00°09'12" EAST, 275.63 FEET;

THENCE NORTH 89°48'38" EAST, 223.37 FEET;

THENCE SOUTH 00°10'46" EAST, 307.88 FEET;

THENCE SOUTH 35°49'34" EAST, 410.89 FEET;

THENCE NORTH 89°50'28" EAST, 813.71 FEET;

THENCE SOUTH 00°02'29" EAST, 898.73 FEET, ALL ALONG THE EASTERLY LINE OF SAID LOT 2;

THENCE NORTH 50°48'28" WEST, 1,057.37 FEET;

THENCE SOUTH 01°17'24" WEST, 145.18 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION AS SHOWN ON SAID MINOR PLAT;

THENCE SOUTH 89°47'17" WEST, 1,252.43 FEET ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION AS SHOWN ON SAID MINOR PLAT TO THE WEST LINE OF SAID LOT 2;

THENCE NORTH 00°00'10" WEST, 1,291.49 FEET TO THE POINT OF BEGINNING;

CONTAINING 42.349 ACRES, SUBJECT TO EASEMENTS OF RECORD.

Hereinafter called the "Property" or the "Development."

WHEREAS, it is the desire of West Glen to develop the Property for the New Aldaya Lifescapes campus as an addition to the City upon rezoning of part of the R-P, Planned Residence Zoning District and

WHEREAS, the rezoning of the Property was approved by the City Council of the City of Cedar Falls, Iowa, Ordinance No. 2938 on April 15, 2019 and; ITEM 36.

WHEREAS, the City Council of the City of Cedar Falls, Iowa, approved the preliminary plat of the Terraces at West Glen by Resolution No. 21,632 on July 15, 2019, which preliminary plat encompasses all of the Property, and;

WHEREAS, it is the desire of the City of Cedar Falls, Iowa, to ensure that development of the Property proceeds in an orderly manner.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the City of Cedar Falls, Iowa, and West Glen agree as follows:

1. The Property will be developed in several phases of age 55+ dwelling units and associated infrastructure. Preliminarily, the phasing is contemplated as a first phase which will consist of infrastructure and single and two-family dwelling units on the southwest portion of the Property. The second phase will consist of infrastructure, single and two-family dwelling units on the east side of the Property. The third, fourth, and fifth phases will be single, two-family, 2-story (20-25 unit) and a 3-story (42-48 unit) building. This phasing concept is preliminary and will be driven by demand. Final phasing will be reviewed with the City prior to construction.
2. A final plat in accordance with City code and rules and regulations will be prepared for review by the City and consideration by the Planning and Zoning Commission and City Council.
3. West Glen agrees to construct any necessary public infrastructure, including roads, drainage, and water and sewage improvements for this Development. All public streets will be 31-foot wide back of curb to back of curb roadway constructed to the City's specifications and dedicated to the City.
4. West Glen agrees to construct at minimum a 4' wide public sidewalk on each side of any new public street in accordance with City subdivision and engineering regulations.
5. A 10-foot wide recreational trail will be constructed in the public right of way along the east side of Union Road by the City. West Glen agrees to pay for 50% of the cost to construct the recreational trail for the entire length of the Property. The payment called for herein shall be submitted at the time when the Terraces at West Glen First Addition public improvements are accepted by the City.
6. West Glen agrees to follow the current floodplain management regulations of the City of Cedar Falls. The current floodplain boundary must be modified prior to the final platting of lots for development. This includes obtaining a LOMA (Letter of Map Amendment) from FEMA and a no-rise certification for the construction of the street crossing over the designated SFHA (Special Flood Hazard Area). All drainageways and stormwater detention areas shall be identified on the approved zoning concept development plan.
7. A site plan for the two multi-story buildings to be constructed on the Property shall be approved by the Planning & Zoning Commission and City Council of the City prior to the commencement of any building construction. Multi-story buildings are contemplated as partial pitched and flat roof structures with a mix of masonry and other exterior facade elements to be determined. Multi-story buildings shall be designed to complement the height, scale and architectural features of the surrounding structures on the Property. The one and two-unit dwellings are contemplated as pitched, shingled roof units with a mix of masonry and other conventional siding materials. An individual site plan for the one and two unit dwellings are not subject to approval by the Planning and Zoning Commission and City Council of the City.
8. West Glen agrees to provide landscaping plans in accordance with the R-P, Planned Residential Zoning District standards. These plans must be approved by the Planning & Zoning Commission and City Council of the City prior to the commencement of any building construction.

- 9. Signage on the buildings and grounds shall be in accordance with the applicable zoning regulations at the time of development and must be approved by the Planning & Zoning Commission and City Council of the City prior to any signage installation.
- 10. West Glen agrees to dedicate 17 feet of land across the northern boundary of the Property along W. 12th Street for future roadway improvements. This land dedication shall be included in the platting phase of this Development.
- 11. Storm water runoff shall be captured on-site and directed to new detention basins either directly or by an adequately sized storm sewer system. West Glen shall maintain all necessary easements to comply with state and City code.
- 12. The sewer service serving this area is subject to the Cherrywood Interceptor Sewer District tapping fee of \$294.63 per acre which was established by the City on September 13, 1999, in Ordinance #2276.
- 13. Development of the Property shall comply with all applicable laws and regulations whether or not stated herein.
- 14. The foregoing conditions shall be binding upon West Glen, its successors and assigns and shall apply to the Property and shall run with the land.

"Terraces at West Glen, L.L.C."

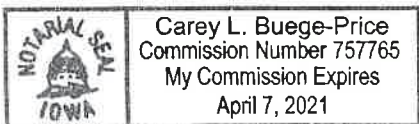
By Millisa Tierney
Millisa Tierney, Manager

"Terraces at West Glen, L.L.C." Acknowledgement:

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

This instrument was acknowledged before me on the 9th day of December, 20 19 by Millisa Tierney as Manager of "Terraces at West Glen, L.L.C.", an Iowa limited liability company.

Carey L. Buege-Price
Notary Public in and for said County and State



City of Cedar Falls, Iowa

By: _____
James P. Brown, Mayor

Attest:

Jacqueline Danielsen, MMC, City Clerk

City Of Cedar Falls Acknowledgement:

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

This instrument was acknowledged before me on the _____ day of _____, 20 _____ by James P. Brown as Mayor, and Jacqueline Danielsen as City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A DEVELOPMENTAL PROCEDURES AGREEMENT WITH TERRACES AT WEST GLEN LLC RELATIVE TO THE DEVELOPMENT OF LAND AT THE SOUTHEAST CORNER OF UNION ROAD AND W 12TH STREET

WHEREAS, the City Council of the City of Cedar Falls, Iowa has considered approving and authorizing execution of a Developmental Procedures Agreement with the Terraces at West Glen LLC relative to the development of land at the southeast corner of Union Road and W. 12th Street, and

WHEREAS, the Planning and Zoning Commission of the City of Cedar Falls, Iowa, has recommended approval of the developmental procedures agreement, and

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA, that said agreement is hereby approved and the Mayor and City Clerk are hereby authorized to execute said Agreement on behalf of the City of Cedar Falls, Iowa.

INTRODUCED AND ADOPTED this 16th day of December, 2019.

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsens, 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 James P. Brown and City Council
FROM: David Sturch, Planner III
DATE: December 12, 2019
SUBJECT: Cedar Falls Wayfinding Signage Project
Professional Services Agreement – Nagle Signs

The City of Cedar Falls has been developing a plan for a citywide wayfinding signage program over the past few years. The desired outcome of this project is to enhance the City's brand, ease navigation and reinforce key destinations.

Last summer, the Planning and Community Services office selected Nagle Signs to assist in the fabrication, location and installation of wayfinding signs near 12 intersections throughout Cedar Falls.



Therefore, we ask that the City Council state their support in the form of a resolution authorizing the Mayor to execute the Professional Services Agreement with Nagle Signs for the Cedar Falls wayfinding signage project.

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



DEPARTMENT OF COMMUNITY DEVELOPMENT

PLANNING & COMMUNITY SERVICES
220 CLAY STREET
PH: 319-273-8606
FAX: 319-273-8610

INSPECTION SERVICES
220 CLAY STREET
PH: 319-268-5161
FAX: 319-268-5197

RECREATION & COMMUNITY PROGRAMS
110 E. 13TH STREET
PH: 319-273-8636
FAX: 319-273-8656

**VISITORS & TOURISM/
CULTURAL PROGRAMS**
6510 HUDSON ROAD
PH: 319-268-4266
FAX: 319-277-9707

ITEM 37.

PROFESSIONAL SERVICE AGREEMENT

Cedar Falls Wayfinding Signage Project Cedar Falls, Iowa City Project Number MC-000-3213

This Agreement is made and entered by and between Nagle Signs Inc., 1020 Wilbur Avenue, P.O. Box 2098, Waterloo, Iowa 50704, hereinafter referred to as "CONSULTANT" and City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa, hereinafter referred to as "CLIENT."

IN CONSIDERATION of the covenants hereinafter set forth, the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

CONSULTANT shall perform professional Services (the "Services") in connection with CLIENT's facilities in accordance with the Scope of Services set forth in Exhibit A attached hereto.

II. CONSULTANT'S RESPONSIBILITIES

CONSULTANT shall, subject to the terms and provisions of this Agreement:

- (a) Appoint one or more individuals who shall be authorized to act on behalf of CONSULTANT and with whom CLIENT may consult at all reasonable times, and whose instructions, requests, and decisions will be binding upon CONSULTANT as to all matters pertaining to this Agreement and the performance of the parties hereunder.
- (b) Use all reasonable efforts to complete the Services within the time period mutually agreed upon, except for reasons beyond its control, as set forth in Exhibit A.
- (c) CONSULTANT unconditionally warrants the signs against defective workmanship and materials for two years from the date of installation. If during the two year period following the completion of Services, it is shown that there is an error in the Services solely as a result of CONSULTANT's failure to meet these standards, CONSULTANT shall re-perform such substandard Services as may be necessary to remedy such error at no cost to CLIENT.
- (d) CONSULTANT shall, if requested in writing by CLIENT, for the protection of CLIENT, require from all vendors and subcontractors from which CONSULTANT procures equipment, materials or services for the project, guarantees with respect to such equipment, materials and services. All such guarantees shall be made available to CLIENT to the full extent of the terms thereof. CONSULTANT's liability with respect to such equipment, and materials obtained from vendors or services from subcontractors, shall be limited to procuring guarantees from such vendors or subcontractors and rendering all reasonable assistance to CLIENT for the purpose of enforcing the same.

III. **CLIENT'S RESPONSIBILITIES**

CLIENT shall at such times as may be required for the successful and expeditious completion of the Services:

- (a) Provide all criteria and information as to CLIENT's requirements; obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the project; and designate a person with authority to act on CLIENT's behalf on all matters concerning the Services.
- (b) Furnish to CONSULTANT all existing studies, reports and other available data pertinent to the Services, and obtain additional reports, data and services as may be required for the project. CONSULTANT shall be entitled to rely upon all such information, data and the results of such other services in performing its Services hereunder.

IV. **INSURANCE REQUIREMENTS FOR CONTRACTORS FOR THE CITY OF CEDAR FALLS**

The provisions of the document entitled, "Insurance Requirements for Contractors for the City of Cedar Falls," which are attached hereto, marked Exhibit B, are hereby made a part of this Agreement as if set out word for word herein.

CONSULTANT shall furnish to CLIENT a certificate or certificates of insurance containing all coverages, endorsements and other provisions required by the Insurance Requirements set forth in Exhibit B. In the event of any conflict between the provisions of Exhibit B and the other terms of this Agreement, the provisions of Exhibit B shall control.

CONSULTANT shall obtain and maintain an insurance policy or policies that meet the provisions set out in the Insurance Requirements for Contractors for the City of Cedar Falls, attached hereto and marked Exhibit B.

V. **STANDARD TERMS AND CONDITIONS FOR CONTRACTS BETWEEN CONTRACTORS WHO PERFORM PROFESSIONAL SERVICES AND THE CITY OF CEDAR FALLS**

The provisions of the documents entitled "Standard Terms and Conditions for Contracts Between Contractors Who Perform Professional Services and the City of Cedar Falls," consisting of two pages are incorporated into this Agreement by the Client and attached as Exhibit C.

VI. **COMPENSATION AND TERMS OF PAYMENT**

A total compensation is a not to exceed a fee of Twenty One Thousand Eight Hundred Six Dollars and Sixth Eight cents (\$21,806.68).

The CONSULTANT shall invoice the CLIENT at the beginning and completion of the project for services described in this agreement. CONSULTANT shall collect 50% of the fees for services at the beginning of the project and 50% of the fees at the end of the project. CLIENT agrees to pay CONSULTANT the full amount of such invoice within thirty (30) days after receipt thereof. In the event CLIENT disputes any invoice item, CLIENT shall give CONSULTANT written notice of such disputed item within ten (10) days after receipt of invoice and shall pay to CONSULTANT the undisputed portion of the invoice according to the provisions hereof. CLIENT agrees to abide by any applicable statutory prompt pay provisions currently in effect.

VII. **TERMINATION**

CLIENT may, with or without cause, terminate the Services at any time upon fourteen (14) days written notice to CONSULTANT. The obligation to provide further Services under this Agreement

may be terminated by either party upon fourteen (14) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, providing such defaulting party has not cured such failure, or, in the event of a non-monetary default, commenced reasonable actions to cure such failure. In either case, CONSULTANT will be paid for all expenses incurred and Services rendered to the date of the termination in accordance with compensation terms of Article VI.

VIII. MEANS AND METHODS

- (a) CONSULTANT shall have control or charge of and shall be responsible for construction means, methods, techniques, sequences or procedures, or for safety measures and programs including enforcement of Federal and State safety requirements, in connection with construction work. CONSULTANT shall be responsible for the supervision of construction contractors, subcontractors or of any of their employees, agents and representatives of such contractors; or for inspecting machinery, construction equipment and tools used and employed by contractors and subcontractors on construction project.

IX. INDEPENDENT CONTRACTOR

CONSULTANT shall be an independent contractor with respect to the Services to be performed hereunder. Neither CONSULTANT nor its subcontractors, nor the employees of either, shall be deemed to be the servants, employees, or agents of CLIENT.

X. DISPUTE RESOLUTION

If a dispute arises out of, or relates to, the breach of this Agreement and if the dispute cannot be settled through negotiation, then the CONSULTANT and the CLIENT agree to submit the dispute to mediation. In the event CONSULTANT or the CLIENT desires to mediate any dispute, that party shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within 10 days of the receipt of such notice, such dispute shall be submitted for mediation in accordance with the procedures and rules of the American Arbitration Association (or any successor organization) then in effect. The deadline for submitting the dispute to mediation can be changed if the parties mutually agree in writing to extend the time between receipt of notice and submission to mediation. The expenses of the mediator shall be shared 50 percent by CONSULTANT and 50 percent by the CLIENT. This requirement to seek mediation shall be a condition required before filing an action at law or in equity. However, prior to or during the negotiations or the mediation either party may initiate litigation that would otherwise be barred by a statute of limitations, and CONSULTANT may pursue any property liens or other rights it may have to obtain security for the payment of its invoices.

This Agreement shall be governed by the laws of the State of Iowa and any action at law or other judicial proceeding arising from this Agreement shall be instituted in Black Hawk County District Court, Waterloo, Iowa.

XI. MISCELLANEOUS

- (a) This Agreement constitutes the entire agreement between the parties hereto and supersedes any oral or written representations, understandings, proposals, or communications heretofore entered into by or on account of the parties and may not be changed, modified, or amended except in writing signed by the parties hereto. In the event of any conflict between this contract document and any of the exhibits hereto, the terms and conditions of Exhibit C shall control. In the event of any conflict among the exhibits, Exhibit C shall control.
- (b) This Agreement shall be governed by the laws of the State of Iowa.

- (c) CONSULTANT may subcontract any portion of the Services to a subcontractor approved by CLIENT. In no case shall CLIENT's approval of any subcontract relieve CONSULTANT of any of its obligations under this Agreement.
- (d) In the event CLIENT uses a purchase order form to administer this Agreement, the use of such form shall be for convenience purposes only, and any typed provision in conflict with the terms of this Agreement and all preprinted terms and conditions contained in or on such forms shall be deemed stricken and null and void.
- (e) This Agreement gives no rights or benefits to anyone other than CLIENT and CONSULTANT and does not create any third party beneficiaries to the Agreement.
- (f) Except as may be explicitly set forth above, nothing contained in this Agreement or its exhibits limits the rights and remedies, including remedies related to damages, of either party that are available to either party under the law.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year written below.

APPROVED FOR CLIENT

APPROVED FOR CONSULTANT

By: _____
City of Cedar Falls

By: _____
Nagle Sign Inc.

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A

**Cedar Falls Wayfinding Signage Project
 Cedar Falls, Iowa
 City Project Number MC-000-3213**

12/1/19

SCOPE OF SERVICES

*** This document outlines the scope of services for the Wayfinding Signage Project. The term “CONSULTANT” as used in this document shall be defined as the sign contractor Nagle Signs Inc. that will be performing work for the City of Cedar Falls under contract, hereinafter, the “CITY”, under contract.

A. Project Description

Cedar Falls Way Finding Signage project is designed to enhance the City’s brand, ease navigation and reinforce key destinations. The goal of this project is to demonstrate a heightened interest in effective wayfinding systems. Cedar Falls has a number of key destinations including cultural, arts and entertainment districts, the University of Northern Iowa, recreational trails, commercial corridors and an extensive park system.

The CONSULTANT will work with city staff to determine the final locations or the wayfinding signs listed in the table below. These signs will be designed, fabricated and installed by the CONSULTANT.

B. General Scope of Work

The work by the CONSULTANT includes the following:

- Provide sample mock-up sign with 3 line text and 4 line text.
- Design, fabricate and install 25 general wayfinding single-sided signs at the following intersection locations:

| Street Intersection | Corner | Location |
|----------------------------|--|--|
| Center St. & Lone Tree Rd. | <p style="text-align: center;"><u>Eastbound Traffic (SW corner)</u></p> <ul style="list-style-type: none"> ➡ Center Street Commercial District ➡ Downtown ➡ Highway 218 <p style="text-align: center;"><u>Westbound Traffic (NE corner)</u></p> <ul style="list-style-type: none"> ⬅ Center Street Commercial District ⬅ Black Hawk Park ⬅ Camping ⬅ Downtown | <ul style="list-style-type: none"> - Locate in ROW across from Sands Ave - Locate between water main and street curb approximately 50 feet west of hydrant by intersection |

| | | |
|---|---|--|
| <p>Lone Tree Rd. & Big Woods Rd.</p> | <p><u>Eastbound Traffic (SW corner)</u> ↻ Big Woods Lake ↻ Camping ↻ Trail Head/Boat Ramp <u>Westbound Traffic (NE corner)</u> ⌚ Big Woods Lake ⌚ Camping ⌚ Trail Head/Boat Ramp</p> | <p>- Locate approx. 125' east of Eddie St intersection - Locate 50' west of hydrant and 27' north of the roadway centerline</p> |
| <p>W. 1st St. & Hudson Rd.</p> | <p><u>Northbound Traffic (SE corner)</u> ↻ Downtown ⌚ Thunder Ridge Commercial Area <u>Eastbound Traffic (SW corner)</u> ⌚ Downtown ↻ University of Northern Iowa <u>Westbound Traffic (NE corner)</u> ⌚ Thunder Ridge Commercial Area ⌚ University of Northern Iowa</p> | <p>- Locate by or on street light pole near the NE corner of Hudson and W. 2nd - Locate by street light pole across from Jordan's Nursery driveway - Locate near NW corner of W 1st and Genevieve</p> |
| <p>W. 1st St. & Franklin St.</p> | <p><u>Southbound Traffic (NW corner)</u> ⌚ Historic District ⌚ Downtown <u>Eastbound Traffic (SW corner)</u> ↻ Historic District ⌚ Tourist Park ⌚ Island Park Beach House ⌚ Center Street Commercial District <u>Westbound Traffic (NE corner)</u> ⌚ Historic District ↻ Tourist Park ↻ Island Park Beach House ↻ Center Street Commercial District</p> | <p>- Locate on west side of bridge 50' north of RR crossing signal - Verify location with W. 1st Street construction plans - Locate approx. 100' west of Ice House driveway</p> |
| <p>W. 1st St. & Clay St.</p> | <p><u>Eastbound Traffic (SW corner)</u> ⌚ Visitor's Information ⌚ Ice House Museum ↻ City Hall ↻ Historic District <u>Westbound Traffic (NE corner)</u> ↻ Visitor's Information ↻ Ice House Museum ⌚ City Hall ⌚ Historic District</p> | <p>- Replace existing directional sign in front of CB&T - Replace existing directional sign in front of Rapp Gas Station</p> |
| <p>W. 1st St. & Main St.</p> | <p><u>Westbound Traffic (NE corner)</u> ⌚↻ Parking ↻ Gateway Park ↻ Big Woods Lake</p> | <p>- Locate in Peter Melendy Park</p> |
| <p>Hudson Rd. & W. 12th St.</p> | <p><u>Northbound Traffic (SE corner)</u> ⌚ Birdsall Park ⌚ Pheasant Ridge Golf Course ⌚ Robinson Dresser Sports Complex <u>Southbound Traffic (NW corner)</u> ↻ Birdsall Park ↻ Pheasant Ridge Golf Course ↻ Robinson Dresser Sports Complex ⌚ University of Northern Iowa</p> | <p>- Locate north of power pole behind 1335 Clark Dr - Replace existing directional sign at NW corner of intersection</p> |

| | | |
|--|--|---|
| <p>Hudson Rd. & W. 23rd St.</p> | <p><u>Northbound Traffic (SE corner)</u> ➔ College Hill Cultural District ⚡ Parking “Seasonal” <u>Southbound Traffic (NW corner)</u> ⚡ College Hill Cultural District ⚡ Parking “Seasonal”</p> | <p>- Locate by or replace existing directional sign on street light pole at NW corner of intersection - Locate by or replace existing directional sign on street light pole at SE corner of intersection</p> |
| <p>University Ave. & College St.</p> | <p><u>Eastbound Traffic (SW corner)</u> ⚡ College Hill Cultural District Ⓜ University Avenue Commercial Corridor “Seasonal” <u>Westbound Traffic (NE corner)</u> ➔ College Hill Cultural District Ⓜ University of Northern Iowa Ⓜ Gallagher Bluedorn Center “Seasonal”</p> | <p>- Locate by manhole approx. 200’ west of intersection - Locate approx. 50’ east of intersection</p> |
| <p>University Ave. & Main St.</p> | <p><u>Eastbound Traffic (SW corner)</u> ➔ The Falls Waterpark ➔ Paw Park ⚡ Downtown <u>Westbound Traffic (NE corner)</u> ⚡ The Falls Waterpark ⚡ Paw Park Ⓜ University of Northern Iowa ➔ Downtown</p> | <p>- Locate approx. 100’ east of Nazareth Church driveway - Locate by fence on east side of bridge</p> |
| <p>University Ave. & Waterloo Rd.</p> | <p><u>Southbound Traffic (NW corner)</u> ➔ University Avenue Commercial Corridor ➔ University of Northern Iowa <u>Westbound Traffic (NE corner)</u> Ⓜ University of Northern Iowa ➔ Downtown</p> | <p>- Locate by or on existing street light pole approx. 200’ north of roundabout - Locate by or on existing street light pole at NW corner of University and McClain Dr.</p> |
| <p>Hudson Rd. & Viking Rd.</p> | <p><u>Northbound Traffic (SE corner)</u> ➔ Prairie Lakes Park ➔ Trail Head ⚡ Industrial Park <u>Southbound Traffic (NW corner)</u> ⚡ Prairie Lakes Park ⚡ Trail Head ⚡ Industrial Park Ⓜ Visitors Center</p> | <p>- Locate between Visitors Center and Viking Road signal - Locate north of Viking Road signal</p> |

- Prior to fabrication, the CONSULTANT shall provide the CITY with a final design for all wayfinding signs. The CITY shall review and approve the final design for each sign.
- General wayfinding signs will be mounted to 2 steel posts (2” square with 14 gauge wall) with black industrial enamel painted finish. Steel posts mounted over perforated steel ground sleeves. Signs mounted on street lights will have a top and bottom strap with support brace. Signs mounted

on street lights shall be approved by Cedar Falls Utilities, otherwise, said signs will be mounted on 2 steel posts.

- 3M 3930 white high intensity prismatic vinyl sheeting (HIP) base with digitally printed graphics on 3M IJ3650 clear vinyl with 3M 8519 protective UV overlamine.
- 36" by 42" custom routed 1/8" aluminum mill finish sign panel. Sign panel painted to match the steel poles and brackets.
- Sign panels bolted to steel poles.
- Request all utility locates for each sign.

C. Project Team

Consultant

Nagle Signs Inc.

Scope

Design, fabricate, and install wayfinding signs

D. Schedule

Consultant shall fabricate and install signs throughout the fall, winter and spring of 2019-2020. The project shall be completed by May 1, 2020.

E. Additional Services

- No additional services are included at this time. They may be added as extra work by Supplemental Agreement when appropriate to the project schedule.

Exhibit B

**Cedar Falls Wayfinding Signage Project
Cedar Falls, Iowa
City Project Number MC-000-3213**

12/1/19

**INSURANCE REQUIREMENTS FOR
CONTRACTORS FOR THE CITY OF CEDAR FALLS**

*** This document outlines the insurance requirements for all Contractors who perform work for the City of Cedar Falls. The term “contractor” as used in this document shall be defined as the general contractor, artisan contractor, or design contractor that will be performing work for the City of Cedar Falls under contract.

1. All policies of insurance required hereunder shall be with an insurer authorized by law to do business in Iowa. All insurance policies shall be companies satisfactory to the City and have a rating of A-, VII or better in the current A.M. Best Rating Guide.
2. All Certificates of Insurance required hereunder shall include the Cancellation & Material Change Endorsement. A copy of this endorsement is attached in Exhibit 1.
3. Contractor shall furnish a signed Certificate of Insurance to the City of Cedar Falls, Iowa for the coverage required in Exhibit 1. Such Certificates shall include copies of the following endorsements:
 - a) Commercial General Liability policy is primary and non-contributing
 - b) Commercial General Liability additional insured endorsement – See Exhibit 1
 - c) Governmental Immunities Endorsement – See Exhibit 1

Copies of additional insured endorsements, executed by an authorized representative from an Insurer duly licensed to transact business at the location of the jobsite, must be provided prior to the first payment.

Contractor shall, upon request by the City, provide Certificates of Insurance for all subcontractors and sub-sub contractors who perform work or services pursuant to the provisions of this contract.

4. Each certificate shall be submitted to the City of Cedar Falls.

5. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Cedar Falls. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
6. Failure of the Contractor to maintain the required insurance shall constitute a default under this Contract, and at City's option, shall allow City to terminate this Contract for cause and/or purchase said insurance at Contractor's expense.
7. Contractor shall be required to carry the following minimum coverage/limits or greater, if required by law or other legal agreement; as per Exhibit 1:
 - This coverage shall be written on an occurrence, not claims made form. All deviations or exclusions from the standard ISO commercial general liability form CG 001 shall be clearly identified and shall be subject to the review and approval of the City.
 - Contractor shall maintain ongoing CGL coverage for at least 2 years following substantial completion of the Work to cover liability arising from the products-completed operations hazard and liability assumed under an insured contract.
 - Governmental Immunity endorsement identical or equivalent to form attached.
 - Additional Insured Requirement – See Exhibit 1.
The City of Cedar Falls, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers shall be named as an additional insured on General Liability Policies for all classes of contractors.

Contractors shall include coverage for the City of Cedar Falls as an additional insured including ongoing and completed operations coverage equivalent to: ISO CG 20 10 07 04* and ISO CG 20 37 07 04**

* ISO CG 20 10 07 04 “Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization”

** ISO CG 20 37 07 04 “Additional Insured – Owners, Lessees or Contractors – Completed Operations”

8. **Errors & Omissions:** If the contract's scope of services includes design work or other professional services, then Contractor shall maintain insurance coverage for errors, omissions and other wrongful acts or omissions (except for intentional acts or omissions), arising out of the professional services performed by Contractor. Contractor shall maintain continuous Errors & Omissions coverage for a period commencing no later than the date of the contract, and continuing for a period of no less than 2 years from the date of completion of all work completed or services performed under the contract. The limit of liability shall not be less than \$1,000,000.
9. **Separation of Insured's Provision:** If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
10. **Limits:** By requiring the insurance as set out in this Contract, City does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities provided to City in this Contract. The City will have the right at any time to require liability insurance greater than that otherwise specified in Exhibit 1. If required, the additional premium or premiums payable shall be added to the bid price.
11. **Indemnification (Hold Harmless) Provision:** To the fullest extent permitted by law, the Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for damages which may be asserted, claimed or recovered against or from the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa, including, but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property damages, which arises out of or is in any way connected or associated with the work and/or services provided by the Contractor to the City of Cedar Falls, Iowa pursuant to the provisions of this contract to the extent arising out of the errors, omissions or negligent acts of the Contractor, its agents, employees, subcontractors or others working on behalf of the Contractor. It is the intention of the parties that the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa shall not be liable or in any way responsible for the injury, damage, liability, loss or expense incurred by the Contractor, its officers, employees, subcontractors, and others affiliated with the Contractor due to accidents, mishaps, misconduct, negligence or injuries either in person or property resulting from the work and/or services performed by the

Contractor pursuant to the provisions of this contract, except for and to the extent caused by the negligence of the City of Cedar Falls, Iowa.

The Contractor expressly assumes full responsibility for damages or injuries which may result to any person or property by reason of or in connection with the work and/or services provided by the Contractor to the City of Cedar Falls, Iowa pursuant to this contract to the extent arising out of the errors, omissions or negligent acts of the Contractor, its agents, employees, subcontractors or others working on behalf of the Contractor, and agrees to pay the City of Cedar Falls, Iowa for all damages caused to the City of Cedar Falls, Iowa premises resulting from the work and/or services of the Contractor, its officers, employees, subcontractors, and others affiliated with the Contractor to the extent arising out of such errors, omissions or negligent acts.

The Contractor represents that its activities pursuant to the provisions of this contract will be performed and supervised by adequately trained and qualified personnel, and the Contractor will observe, and cause its officers, employees, subcontractors and others affiliated with the Contractor to observe all applicable safety rules.

12. Performance and Payment Bonds: The City shall have the right to require the Contractor to furnish performance and payment bonds for the full amount of the Contract price. The Contractor shall furnish, by a surety and in a form satisfactory to the City, such bonds to the City, prior to the start of Contractor's Work, covering the performance of the Contractor and the payment of all obligations arising hereunder. The Contractor, upon receipt of the bonds and invoice from the surety, shall pay for the cost of said bonds. Additional bond premium costs due to modifications to the Contract shall be included in the modification amount submitted by Contractor, and paid by Contractor.

13. Waiver of Subrogation: To the extent permitted by law, Contractor hereby releases the City of Cedar Falls, Iowa, its elected and appointed officials, its directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa, from and against any and all liability or responsibility to the Contractor or anyone claiming through or under the Contractor by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty and for any loss due to bodily injury to Contractor's employees. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this contract or arising out of the work performed under this contract. The Contractor's policies of insurance shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the Contractor to recover thereunder.

Completion Checklist

- Certificate of Liability Insurance (2 pages)
- 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 and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, are included as Additional Insureds, including ongoing operations CG 2010 07 04 or equivalent, and completed operations CG 2037 07 04 or equivalent. See Specimens.

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

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

1. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Cedar Falls, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Cedar Falls, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
3. Assertion of Government Immunity. The City of Cedar Falls, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Cedar Falls, Iowa.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Cedar Falls, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Cedar Falls, Iowa.

5. No Other Change in Policy. The insurance carrier and the City of Cedar Falls, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

CANCELLATION AND MATERIAL CHANGES ENDORSEMENT

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

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| |
|--|
| Name Of Additional Insured Person(s) Or Organization(s): |
| |
| Location(s) Of Covered Operations |
| |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

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

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

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

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

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

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

All terms and conditions of this policy apply unless modified by this endorsement.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| |
|--|
| Name Of Additional Insured Person(s) Or Organization(s): |
| |
| Location And Description Of Completed Operations |
| |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at

the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

All terms and conditions of this policy apply unless modified by this endorsement.

Exhibit C

**Cedar Falls Wayfinding Signage Project
Cedar Falls, Iowa
City Project Number MC-000-3213**

12/1/19

**STANDARD TERMS AND CONDITIONS FOR CONTRACTS BETWEEN
CONTRACTORS WHO PERFORM PROFESSIONAL SERVICES AND THE CITY OF
CEDAR FALLS**

This document outlines the Standard Terms and Conditions for all Contractors who perform work or services for the City of Cedar Falls under a contract. The term, "Contractor," as used in this document, includes an engineer, an architect, and any other design professional providing professional services to the City of Cedar Falls, Iowa, under a contract (but excludes construction contractors).

1. This Contract may not be modified or amended except by a writing signed by an authorized representative of the City of Cedar Falls and of the Contractor.
2. Time is of the essence of this Contract.
3. Contractor shall be an independent contractor with respect to the services to be performed under this Contract. Neither Contractor nor its subcontractors, agents, or employees, shall be deemed to be employees or agents of the City.
4. Contractor shall perform all duties in accordance with all applicable federal, state and local laws and regulations.
5. If Contractor breaches this Contract, the City shall have all remedies available to it at law or in equity.
6. Severability. If any provision of this Contract is declared invalid, illegal, or incapable of being enforced by any court of competent jurisdiction, all of the remaining provisions of this Contract shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.
7. Assignment. Contractor may not assign this Contract or any of its rights or obligations hereunder, without the prior written consent of the City, which consent may be withheld in the sole and absolute discretion of the City.
8. Survival of Obligations. All obligations and duties which by their nature extend beyond the term of this Contract shall survive the expiration or termination of this Contract.

9. Governing Law; Jurisdiction; Venue and Trial. This Contract shall be construed in accordance with, and all disputes hereunder shall be governed by, the laws of the State of Iowa, excluding its conflicts of law rules. The parties hereto agree that the exclusive jurisdiction and venue shall be in the Iowa District Court for Black Hawk County, and in no other jurisdiction or location, and shall not be removed to federal court. The parties hereby agree to waive the right to trial by jury and agree to submit all disputes to a trial by judge alone. The parties agree that no disputes under this Contract shall be submitted to binding arbitration, but may be submitted to mediation by mutual consent of both parties.

10. Any failure of Contractor to comply with the Insurance Requirements for Contractors for the City of Cedar Falls set forth on Attachment A, shall constitute a default under this Contract.

11. Attorneys' Fees. In the event of litigation, the City shall under no circumstances be obligated for payment of any attorneys' fees of Contractor or any other party, arising out of such litigation.

12. Payment. Payment of Contractor's invoices shall be due no sooner than thirty (30) days from the date of invoice. In the event any invoices are not paid within thirty (30) days, the City shall pay interest thereon at the rate provided for by Section 668.13(3), Code of Iowa, computed monthly.

13. The City shall not be obligated to maintain confidentiality of Contractor documents or records that are furnished to the City if such documents are public records under the Iowa Open Records Law, Chapter 22, Code of Iowa, and the City shall have no responsibility to Contractor for disclosure of such records.

14. Under no circumstances shall the City waive any damages against the Contractor or any other party arising out of any breach of this Contract, whether consequential, indirect, special, or punitive damages.

15. Under no circumstances shall the Contractor's liability to the City be limited to any specific amount or sum, whether that amount is the compensation paid by the City to the Contractor under this Contract, or the dollar amount of coverage provided for in the Insurance Requirements for Contractors for the City of Cedar Falls, Attachment A.

16. No waiver of the City's subrogation rights against the Contractor or any other party shall conflict with the provisions of the City Insurance Requirements, Attachment A.

17. Limitations Period. There shall be no limitation, except as provided for by Iowa law, on the period of time within which the City may make any claim against the Contractor or other party under the provisions of this Contract.

18. This Contract shall not be binding on the City unless and until approved by the City Council of the City at a duly constituted meeting, and signed by the Mayor and City Clerk of the City.

19. Warranties. Contractor represents and warrants that all services furnished to the City under this Contract shall be furnished in a skilled and workmanlike manner, in accordance with the degree of skill and care that is required by current, good and sound practices applicable to the Contractor's industry or profession, and as otherwise required by applicable law.

20. Force Majeure. Neither party to this Contract shall be liable to the other party for delays in performing the services, or for the direct or indirect cost resulting from such delays, that may result from acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party. Each party will take reasonable steps to mitigate the impact of any force majeure.


DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM
Planning & Community Services Division

TO: Honorable Mayor James P. Brown and City Council
FROM: Chris Sevy, Planner I
DATE: December 6, 2019
SUBJECT: Rental to Single Family Owner Conversion Incentive Program: 921 West 11th Street

The Rental to Single Family Owner Conversion Incentive Program, which was adopted by City Council on December 21, 2015, offers a Forgivable Loan of up to \$10,000 for exterior improvements to a residential rental property being purchased and converted to a single family owner occupied residence. The goal is to improve and positively impact neighborhood character and encourage private improvements to rental properties converting to owner occupied.

Kevin Schatzberg recently purchased 921 West 11th Street. The new owner has submitted an application, attached, for the Rental to Single Family Owner Conversion Incentive Program. This single family home meets the requirements of the program: it has been utilized as a rental since 2004; falls within the program's geographical boundaries; is Zoned R-2; and is located in a block with less than 75% rentals.

Kevin Schatzberg proposes to use funds from the program to remove the existing driveway and build a new driveway/garage behind the house with access to Pearl Street. Based on the submitted bids from Action Garage Builders, the estimated cost of the improvements is \$26,628. The existing one-car garage is undersized for most modern vehicles and the existing driveway is a single lane. In the spirit of the rental conversion program, the new driveway and garage will give place for the owner to park their vehicles which should decrease their parking that was previously necessary on 11th street.

The Community Development Department recommends adopting a resolution approving this property for a forgivable loan of up to \$10,000.00 with the placement of a lien on the property for which 20% will be forgiven each year for five years with prorated payback if sold prior to the end of five years. Half of the forgivable loan will be paid upon City Council approval with the balance paid upon completion of the improvements, inspections by the City of the improvements, and verification of the actual costs of the improvements. This approval is subject to the property passing a major system evaluation (city inspection).

If you have any questions, please contact the Community Development Department.

Xc: Stephanie Sheetz, Community Development Director; Karen Howard, Planning & Community Services Manager

This instrument was drafted by: Chris Sevy, Community Development Department,
City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, Phone: 319-268-5180.

LIEN NOTICE AND SPECIAL PROMISSORY NOTE

Account No. 101-2245-44-89.79 Amount \$ 10,000.00

Date: _____

RE: Property located at: 921 W 11th Street
and legally described as GAFFNEYS REPLAT LOT 3

(hereinafter the "Rehabilitated Property").

WHEREAS, the City of Cedar Falls, Iowa, has advanced certain sums to the following owner or owners: Kevin Schatzberg (hereinafter referred to as "Owner"), under the a Rental to Owner Conversion Program, which Program requires that an encumbrance be placed upon the above-described Property, upon the terms and conditions set forth below.

IT IS AGREED by the Owner as follows:

FOR VALUE RECEIVED, the undersigned Owner, jointly and severally promises to pay to the order of the City of Cedar Falls, Iowa, or its successors or assigns (hereinafter the "City"), the sum of ten thousand and 00/100 Dollars (\$10,000.00) (hereinafter the "Loan"), as follows:

- A. If the Property is sold or transferred within twelve (12) months of the date of this agreement, one hundred (100) percent of the Loan shall become due and payable to the City;
- B. If the Rehabilitated Property is sold or transferred any time between the 13th and 24th month from the date of this agreement, eighty (80) percent of the Loan shall become due and payable to the City;
- C. If the Rehabilitated Property is sold or transferred any time between the 25th and 36th month from the date of this agreement, sixty (60) percent of the Loan shall become due and payable to the City;
- D. If the Rehabilitated Property is sold or transferred any time between the 37th and 48th month from the date of this agreement, forty (40) percent of the Loan shall become due and payable to the City;
- E. If the Rehabilitated Property is sold or transferred any time between the 49th and 60th month from the date of this agreement, twenty (20) percent of the Loan shall become due and payable to the City;

- F. After the sixtieth (60) month from the date of this instrument, the entire amount of the Loan is forgiven and no money will be due and payable to the City;
- G. Owner shall own and occupy the Property as the Owner's principal residence at all times during the sixty (60) month period described herein. In the event the Owner fails to occupy the Rehabilitated Property as the Owner's principal residence for any period of two (2) consecutive months, for any reason, or sells, transfers, rents, abandons, vacates or otherwise in any manner fails to occupy the Property, whether voluntarily or involuntarily, prior to the termination of the sixty (60) month period described herein, Owner shall immediately notify the City thereof. If during said sixty (60) month period, Owner shall violate the foregoing requirements, Owner shall immediately pay to the City the percentage of the unforgiven principal amount of the Loan, based upon the foregoing schedule, for the period between the date of this agreement and the date Owner fails to meet the foregoing requirements.
- H. Notwithstanding the provisions of paragraph G. above, if the failure of Owner to comply with the requirements of paragraph G. is due to medical circumstances beyond the reasonable control of Owner as defined in this paragraph, the entire amount of the Loan shall be forgiven, and no money will be due and payable to the City. For purposes of this agreement, "medical circumstances beyond the reasonable control of the Owner" shall include, without limitation, the death of the Owner, and the relocation of the Owner if prescribed by a medical doctor for health or disability reasons, with said relocation being to another climate, to a nursing or other care facility, or to an apartment or other facility, if deemed by Owner's medical doctor as more suitable for the health and care of the Owner.

 Kevin Schatzberg
 OWNER

 OWNER

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

This instrument was acknowledged before me on the ___ day of _____, 2019, by Kevin Schatzberg

 Notary Public in and for the State of Iowa



DEPARTMENT OF COMMUNITY DEVELOPMENT
RENTAL TO OWNER CONVERSION INCENTIVE PROGRAM APPLI

City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613

Property's Address: 921 W 11TH ST, CEDAR FALLS, IOWA 50613

Property Zoning (circle one): R1 , R2 , Other

Name of Applicant: KEVIN SCHATZBERG

Applicant's Email: Kevin.schatzberg@gmail.com Daytime Phone #: 319-243-9042

Current Deed Holder or Contract Buyer: KEVIN SCHATZBERG

Mailing Address of Owner (if different than above): _____

Owner's Email: _____ Daytime Phone #: _____

Nature of improvements (specify): DETACHED 2 STALL GARAGE

Estimated or Actual Cost of Improvements: 26628.00

Proposed Start Date: SPRING OF 2020 Estimated or Actual Date of Completion: SPRING OF 2020

Lender: SELF FUNDED Daytime Phone #: _____

Lender Address: _____

Applicants Signature: [Signature] Date: 10-17-19

Name (Printed): KEVIN SCHATZBERG

FOR CITY USE ONLY

| | |
|--------------|------------------------------------|
| CITY COUNCIL | Application Approved / Disapproved |
| | Reason (if disapproved): _____ |
| | Date: _____ Resolution No. _____ |

11/10/20196

To whom it may concern:

My proposal for the Rental to Owner Conversion Program is as follows.

I propose to build a two stall garage on the property, The garage will be located behind the house with access from Pearl street. The existing drive way to the attached garage will be removed, per zoning guidelines.

The reason for adding the garage, is that the current attached garage is older and sized that most modern vehicles are not able to utilize it. Also the original drive way only allows for one vehicle to be parked without blocking the side walk.

There are several benefits to the neighborhood by completing this project. As listed above, the public side walk is much less likely to be blocked. Additionally, west 11th street is a very narrow street with limited parking. There are several rental houses in the area that have multiple vehicles that end up parking on the street. It is heavy traffic both in the morning and afternoon with High School traffic. The addition of the detached garage and the new driveway that goes along with it, provides off road parking for my personal vehicles. This will help alleviate a small portion of some of the parking and traffic issues in the neighborhood.

Best Regards,

Kevin Schatzberg

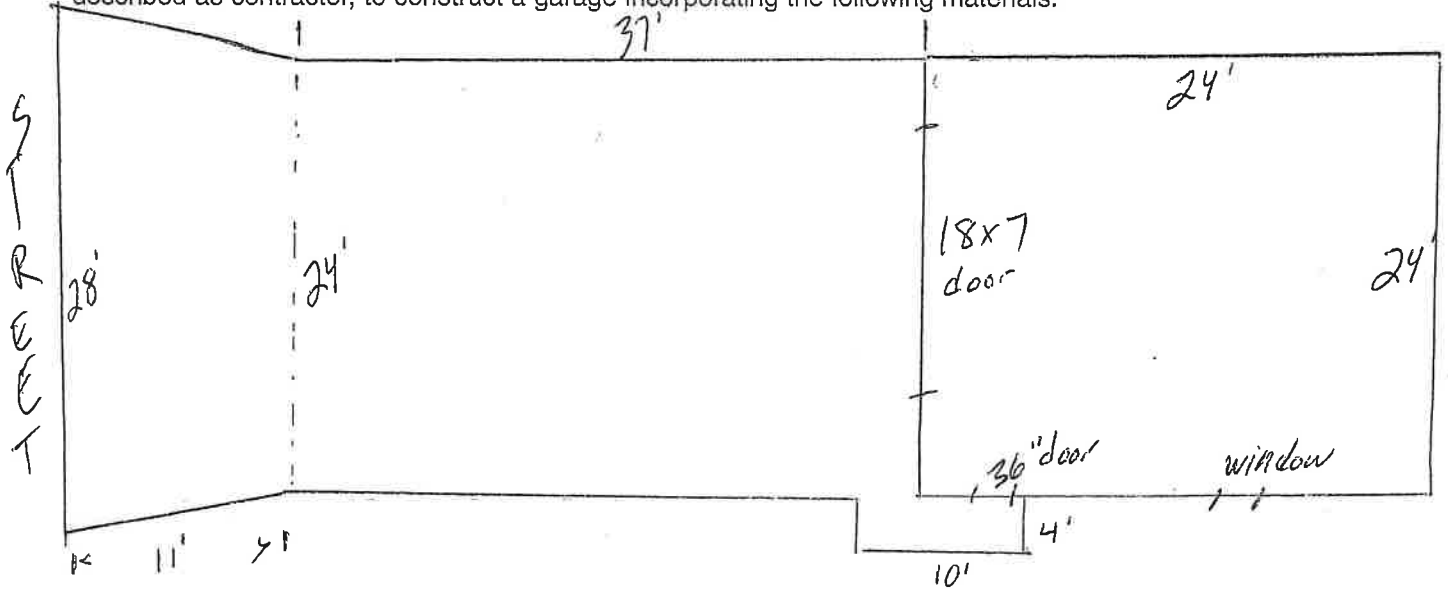
921 W 11th Street

Cedar Falls, Iowa 50613

PROPOSAL AND CONTRACT

We the undersigned, hereinafter described as purchaser, do contract with Action Garage Builders, hereinafter described as contractor, to construct a garage incorporating the following materials:

ITEM 38.



SITE WORK:

| | | |
|--|------------|------------|
| Demolition of existing garage | SIZE _____ | COST _____ |
| Demolition of existing concrete | S.F. _____ | _____ |
| Extra concrete work <i>Driveway/New Approach</i> | S.F. _____ | 7018.00 |
| City approach | S.F. _____ | _____ |
| Other <i>vacate existing approach/driveway tear out and replace curbs No Black dirt brought in</i> | _____ | 1200.00 |

GARAGE SPECIFICATIONS:

| | | |
|---|------------------------------------|-------------------------|
| Base price <input checked="" type="checkbox"/> Standard <input type="checkbox"/> Eave end <input type="checkbox"/> Other | SIZE <i>24x24</i> | COST <i>\$17,170.00</i> |
| Floor thickness - 3500# concrete <input checked="" type="checkbox"/> 4" <input type="checkbox"/> 5" | <i>with 1/2" rebar 2' o.c.</i> | _____ |
| Curb size <input checked="" type="checkbox"/> 3.5" back - 5.5" front <input type="checkbox"/> Other | <i>keeps sills off floor</i> | _____ |
| Fill under slab | <i>8" Avg</i> | 900.00 |
| Frost footings <input type="checkbox"/> Trench <input type="checkbox"/> Footing & wall | <i>N/A</i> | _____ |
| Wall studs <input checked="" type="checkbox"/> 2x4 <input type="checkbox"/> 2x6 | <i>16" on center</i> | _____ |
| Roof rafters <input type="checkbox"/> | <i>24" on center</i> | _____ |
| Truss rafters <input checked="" type="checkbox"/> <i>24' 1/2 Pitch</i> | <i>with housewrap</i> | _____ |
| Wall sheathing <input checked="" type="checkbox"/> 7/16 OSB <input type="checkbox"/> 1/2 OSB | <i>with felt paper</i> | _____ |
| Roof sheathing <input checked="" type="checkbox"/> 1/2 OSB <input type="checkbox"/> 5/8 OSB | <i>color by owner</i> | _____ |
| Shingles (Year) <input type="checkbox"/> 25 <input type="checkbox"/> 30 <input type="checkbox"/> 35 | <i>Double 4" white</i> | _____ |
| Siding | _____ | _____ |
| <input type="checkbox"/> Hardboard <input type="checkbox"/> Wood <input checked="" type="checkbox"/> Vinyl <input type="checkbox"/> Aluminum <input type="checkbox"/> Steel | <i>white vented</i> | _____ |
| Other <i>Ridgevent</i> | <i>white</i> | _____ |
| Soffits: <input type="checkbox"/> Wood <input checked="" type="checkbox"/> Vinyl <input type="checkbox"/> Aluminum | <i>12" all sides</i> | _____ |
| Fascia: <input type="checkbox"/> Wood <input type="checkbox"/> Vinyl <input checked="" type="checkbox"/> Aluminum | <i>white vinyl insulated glass</i> | _____ |
| Eave overhang <input checked="" type="checkbox"/> 12" <input type="checkbox"/> Other | <i>primed insulated</i> | _____ |
| Gable overhang <input type="checkbox"/> 6" <input checked="" type="checkbox"/> Other | <i>1-18x7 white insulated</i> | _____ |
| Windows* <i>1</i> 36"x24" slider w/screen | _____ | _____ |
| Service door - 6-panel <input type="checkbox"/> Steel 30" 32" <i>(36")</i> | _____ | _____ |
| Overhead door | _____ | _____ |
| <input type="checkbox"/> Wood <input checked="" type="checkbox"/> Steel <input type="checkbox"/> Fiberglass | _____ | _____ |
| Width <input type="checkbox"/> 8' <input type="checkbox"/> 9' <input type="checkbox"/> 16' <input checked="" type="checkbox"/> 18' Height <input checked="" type="checkbox"/> 7' <input type="checkbox"/> 7'6" <input type="checkbox"/> 8' <input type="checkbox"/> Other | _____ | _____ |
| Garage Door Opener <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | _____ | _____ |
| Permit Fee <i>City of Cedar Falls</i> | _____ | 340.00 |
| Other: _____ | _____ | _____ |

TOTAL *\$26,628.00*

*Non-standard windows to be purchased and delivered by owner to contractor.

It is understood that the owner will furnish the contractor building lines and will be responsible for same. The owner will carry fire and extended coverage on this structure. The contractor agrees to carry public liability and workmen's compensation. Payments to be made to contractor as follows: \$ *12,828.00* upon completion of foundation.

Balance due upon completion of job. Finance company: _____

Troy Even 240-8080 Kevin Schatzberg
 ACTION GARAGE BUILDERS 921 W 11th
 DATE *9-23-19* Cedar Falls 243-9042 PURCHASER
 DATE _____

Not responsible for cracking or breaking of existing driveways. This proposal is void if not accepted within 30 days.



City of Cedar Falls does not guarantee the accuracy of the information contained on maps accessible on this site. This information is provided for demonstration purposes only. All warranties, express and implied, are hereby disclaimed.

Need to remove concrete
700
replace curb

W 11th St



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor James P. Brown and City Council
FROM: Jaydevsinh Atodaria (JD), Planner I
DATE: December 12, 2019
SUBJECT: Rental to Single Family Owner Conversion Incentive Program: 912 W 14th Street

The Rental to Single Family Owner Conversion Incentive Program was adopted by City Council on December 21, 2015. The program offers a Forgivable Loan of up to \$10,000 for exterior improvements to a residential rental property being purchased and converted to a single family owner occupied residence. The goal is to improve and positively impact neighborhood character and encourage private improvements to rental properties converting to owner occupied. The concept of the Rental to Single Family Owner Conversion Incentive Program was developed initially through the City established Rental Task Force.

Alex and Venessa Headington recently purchased the property at 912 W 14th Street. The owners have submitted an application, attached, to be considered for the Rental to Single Family Owner Conversion Incentive Program. The property meets the requirements for the program: has been a rental for at least last three years (since 2007), is located in the R-1 zoning district, falls within the program's geographical boundaries, and is in a block with less than 50% rentals.

Alex Headington is proposing to replace two windows and two doors, which are significantly deteriorated and in very poor condition. Based on the submitted bids by Pella Window and Door, the actual cost of the improvement listed is \$10,610.

The Community Development Department recommends adopting a resolution approving this property for a forgivable loan of up to \$10,000 with the placement of a lien on the property for which 20% will be forgiven each year for five years with prorated payback if sold prior to the end of five years. Half of the forgivable loan will be paid upon City Council approval with the balance paid upon completion of the improvements, inspections by the City of the improvements, and verification of the actual costs of the improvements. This approval is subject to the property passing a major system evaluation (city inspection).

If you have any questions, please contact the Community Development Department.

Xc: Stephanie Sheetz, Community Development Director
 Karen Howard, Planning & Community Services Manager

This instrument was drafted by: Jaydevsinh Atodaria (JD), Community Development Department,
City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, Phone: 319-268-5185.

LIEN NOTICE AND SPECIAL PROMISSORY NOTE

Account No. 101-2245-44-89.79 Amount \$ 10,000.00

Date: _____

RE: Property located at: 912 W 14th Street
and legally described as A J NORRIS SECOND ADDITION W 70 FT E 170 FT OF THAT PART
LOT 20 LYING N OF N LINE OF 15TH ST EXTENDED EXC S 132 FT

(hereinafter the "Rehabilitated Property").

WHEREAS, the City of Cedar Falls, Iowa, has advanced certain sums to the following owner or owners: Alex and Vanessa Headington (hereinafter referred to as "Owner"), under the a Rental to Owner Conversion Program, which Program requires that an encumbrance be placed upon the above-described Property, upon the terms and conditions set forth below.

IT IS AGREED by the Owner as follows:

FOR VALUE RECEIVED, the undersigned Owner, jointly and severally promises to pay to the order of the City of Cedar Falls, Iowa, or its successors or assigns (hereinafter the "City"), the sum of ten thousand and 00/100 Dollars (\$10,000.00) (hereinafter the "Loan"), as follows:

- A. If the Property is sold or transferred within twelve (12) months of the date of this agreement, one hundred (100) percent of the Loan shall become due and payable to the City;
- B. If the Rehabilitated Property is sold or transferred any time between the 13th and 24th month from the date of this agreement, eighty (80) percent of the Loan shall become due and payable to the City;
- C. If the Rehabilitated Property is sold or transferred any time between the 25th and 36th month from the date of this agreement, sixty (60) percent of the Loan shall become due and payable to the City;
- D. If the Rehabilitated Property is sold or transferred any time between the 37th and 48th month from the date of this agreement, forty (40) percent of the Loan shall become due and payable to the City;

- E. If the Rehabilitated Property is sold or transferred any time between the 49th 60th month from the date of this agreement, twenty (20) percent of the Loan shall become due and payable to the City:
- F. After the sixtieth (60) month from the date of this instrument, the entire amount of the Loan is forgiven and no money will be due and payable to the City;
- G. Owner shall own and occupy the Property as the Owner’s principal residence at all times during the sixty (60) month period described herein. In the event the Owner fails to occupy the Rehabilitated Property as the Owner’s principal residence for any period of two (2) consecutive months, for any reason, or sells, transfers, rents, abandons, vacates or otherwise in any manner fails to occupy the Property, whether voluntarily or involuntarily, prior to the termination of the sixty (60) month period described herein, Owner shall immediately notify the City thereof. If during said sixty (60) month period, Owner shall violate the foregoing requirements, Owner shall immediately pay to the City the percentage of the unforgiven principal amount of the Loan, based upon the foregoing schedule, for the period between the date of this agreement and the date Owner fails to meet the foregoing requirements.
- H. Notwithstanding the provisions of paragraph G. above, if the failure of Owner to comply with the requirements of paragraph G. is due to medical circumstances beyond the reasonable control of Owner as defined in this paragraph, the entire amount of the Loan shall be forgiven, and no money will be due and payable to the City. For purposes of this agreement, “medical circumstances beyond the reasonable control of the Owner” shall include, without limitation, the death of the Owner, and the relocation of the Owner if prescribed by a medical doctor for health or disability reasons, with said relocation being to another climate, to a nursing or other care facility, or to an apartment or other facility, if deemed by Owner’s medical doctor as more suitable for the health and care of the Owner.

 Alex Headington
 OWNER

 Vanessa Headington
 OWNER

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

This instrument was acknowledged before me on the ___ day of _____, 2019, by Alex and Vanessa Headington

 Notary Public in and for the State of Iowa



DEPARTMENT OF COMMUNITY DEVELOPMENT
RENTAL TO OWNER CONVERSION INCENTIVE PROGRAM APPLICATION

ITEM 39.

City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613

Property's Address: 912 W 14th St

Property Zoning (circle one): R1 , R2 , Other

Name of Applicant: Alex & Vanessa Headington

Applicant's Email: Headington42@gmail.com Daytime Phone #: 319-290-9825

Current Deed Holder or Contract Buyer: Vanessa Headington

Mailing Address of Owner (if different than above): _____

Owner's Email: headington42@gmail Daytime Phone #: 319-404-5389

Nature of improvements (specify): Windows Replacement (North & East side)
Front Door and East side door Replacement

Estimated or Actual Cost of Improvements: 16,556.97

Proposed Start Date: 12/02/2019 Estimated or Actual Date of Completion: 12/05/2019

Lender: _____ Daytime Phone #: _____

Lender Address: _____

Applicants Signature: Alex Headington Vanessa Headington Date: 10/02/2019

Name (Printed): Alex Headington Vanessa Headington

FOR CITY USE ONLY

| | |
|--------------|--|
| CITY COUNCIL | Application Approved / Disapproved |
| | Reason (if disapproved): _____ |
| | Date: _____ Resolution No. _____ |
| | Attested by the City Clerk |
| ASSESSOR | Present Assessed Value of Structure _____ |
| | Assessed Value with Improvements _____ |
| | Eligible or Non-eligible for Tax Abatement _____ |
| | Assessor _____ Date _____ |

704

912 West 14th St

My name is Alex Headington and I am the property owner of the house at 912 West 14th St. For several years, Freed LLC has utilized this property as rental home for college students attending the University of Northern Iowa.

I have decided to invest in updating this 1950's era home and convert it into a single family home for my family and I.

The plan of this project is to focus on the north and east sides of the home. Both sides are visible to the neighborhood and 14th street.

On the north side, I want to replace the front living room window with a properly functioning window that will match the rest of the home. The window I have chosen will brighten up the north side of this house increasing the curb appeal. Next to this window, I want to replace the north side entry door. The current door is the incorrect size, unfinished, and damaged from tennant abuse. I would like to replace this door with a door that is finished to match the home and the correct size for this house. I will add a storm door that will create added protection to the home and matches the other non-rentals in the neighborhood creating a better curb appeal.

On the east side of the home, I will replace a non-functioning damaged basement window that is original to the house with an updated white frame functioning window that will match the window on the front of the home. This window is located between both entry doors, on the driveway. I plan to replace the east side entry door. This door is the incorrect size, unfinished, and damaged from tennant abuse. I would like to replace this door with a door that is finished and the correct size for this home. I will add a storm door to this entry way as well.

These updates will provide more curb appeal for this property and add value to the neighborhood. This house will match up with the other few single family homes on the same block. Upon completion of these repairs, this house will show prospective home buyers that this neighborhood is an ideal location for a single family home.



Proposal - Detailed

Pella Window and Door Showroom of Waterloo
3130 West Shaulis Road
Waterloo, IA 50701
Phone: (319) 988-4200 Fax: (319) 988-4670

Sales Rep Name: Krizek, Jason
Sales Rep Phone: 319-988-4200
Sales Rep E-Mail: jkrizek1@gmail.com
Sales Rep Fax:

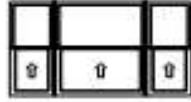
ITEM 39.

| Customer Information | Project/Delivery Address | Order Information |
|--|--|---|
| <p>Alex Headington 912 W 14th St</p> <p>CEDAR FALLS, IA 50613-3628 Primary Phone: (319) 2909825 Mobile Phone: Fax Number: E-Mail: Contact Name:</p> <p>Great Plains #: Customer Number: 1009337909 Customer Account: 1005443342</p> | <p>Headington, Alex</p> <p>Lot # , County: Owner Name: Owner Phone:</p> | <p>Quote Name: Headington, Alex partial</p> <p>Order Number: 732 Quote Number: 11913683 Order Type: Installed Sales Wall Depth: Payment Terms: Tax Code: 1BLACK Cust Delivery Date: None Quoted Date: 10/3/2019 Contracted Date: Booked Date: Customer PO #:</p> |

| Line # | Location: | Attributes | |
|--------|---------------|------------|-----------------|
| 20 | None Assigned | | ITEM 39. |

Pella 250 Series, 3-Wide Single Hung, White

| Item Price | Qty | Ext'd Price |
|------------|-----|-------------|
| \$1,408.23 | 1 | \$1,408.23 |



PK #
2045

Viewed From Exterior

1: Single Hung, Equal

General Information: No Dry Wall Pass, Standard, Vinyl, Nail Fin, Foam Insulated, 3 1/4", 1 1/8", 2 1/8"

Exterior Color / Finish: White

Interior Color / Finish: White

Glass: Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Altitude

Hardware Options: Cam-Action Lock, White, No Limited Opening Hardware

Screen: Half Screen, Conventional Fiberglass

Performance Information: U-Factor 0.27, SHGC 0.29, VLT 0.55, CPD PEL-N-208-00072-00001, Performance Class R, PG 35, Calculated Positive DP Rating 35, Calculated Negative DP Rating 35, Year Rated 08|11, Egress Does not meet typical United States egress, but may comply with local code requirements

Grille: No Grille,

Vertical Mull 1: FactoryMull, 1/2" Integral Mullion

2: Single Hung, Equal

General Information: Standard, Vinyl, Nail Fin, Foam Insulated, 3 1/4", 1 1/8", 2 1/8"

Exterior Color / Finish: White

Interior Color / Finish: White

Glass: Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Altitude

Hardware Options: Cam-Action Lock, White, No Limited Opening Hardware

Screen: Half Screen, Conventional Fiberglass

Performance Information: U-Factor 0.28, SHGC 0.29, VLT 0.55, CPD PEL-N-208-00087-00001, Performance Class R, PG 35, Calculated Positive DP Rating 35, Calculated Negative DP Rating 35, Year Rated 08|11, Egress Does not meet typical United States egress, but may comply with local code requirements

Grille: No Grille,

Vertical Mull 2: FactoryMull, 1/2" Integral Mullion

3: Single Hung, Equal

General Information: No Dry Wall Pass, Standard, Vinyl, Nail Fin, Foam Insulated, 3 1/4", 1 1/8", 2 1/8"

Exterior Color / Finish: White

Interior Color / Finish: White

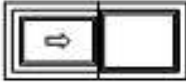
Glass: Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Altitude

Hardware Options: Cam-Action Lock, White, No Limited Opening Hardware


Screen: Half Screen, Conventional Fiberglass

Performance Information: U-Factor 0.27, SHGC 0.29, VLT 0.55, CPD PEL-N-208-00072-00001, Performance Class R, PG 35, Calculated Positive DP Rating 35, Calculated Negative DP Rating 35, Year Rated 08|11, Egress Does not meet typical United States egress, but may comply with local code requirements


Grille: No Grille,


| Line # | Location: | Attributes | | |
|--------|--|--|------------|--------------------|
| 25 | None Assigned | Pella 250 Series, Sliding Window Vent Right / Fixed, White | | |
| | | Item Price | Qty | Ext'd Price |
| | | \$340.34 | 1 | \$340.34 |
| |  <p>PK # 2045</p> <p>Viewed From Exterior</p> | <p>1: Vent Right / Fixed Double Slider General Information: Standard, Vinyl, Nail Fin, Foam Insulated, 3 1/4", 1 1/8", 2 1/8" Exterior Color / Finish: White Interior Color / Finish: White Glass: Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Altitude Hardware Options: Cam-Action Lock, 1 Lock, White, No Limited Opening Hardware Screen: Half Screen, Conventional Fiberglass Performance Information: U-Factor 0.27, SHGC 0.29, VLT 0.55, CPD PEL-N-210-00055-00001, Performance Class R, PG 35, Calculated Positive DP Rating 35, Calculated Negative DP Rating 35, Year Rated 08 11, Egress Does not meet typical United States egress, but may comply with local code requirements Grille: No Grille, Venting Width: Equal</p> | | |


ITEM 39.

| Line # | Location: | Attributes | | |
|--------|--|--|------------|--------------------|
| 30 | None Assigned | Pella Brand, Entry Door Inswing, White, 5 9/16" | | |
| | | Item Price | Qty | Ext'd Price |
| | | \$2,025.92 | 1 | \$2,025.92 |
| |  <p>PK # 2045</p> <p>Viewed From Exterior</p> | <p>1: Entry Door Unit Type: Left Inswing, Standard Sill, No Fire Rating, No Fire Rating Dimension Options: No Cut Down General Information: 6 7/8", 1 5/16", 5 9/16" Panel Style: 1/2 Light Glass: Tempered Blinds-Between-The-Glass Air Filled Panel Selection: Smooth, Painted, White, Painted, White Frame Selection: Clad, Pine, Oak Threshold, No Panel Reinforcement, Standard Enduraclad, White, Wood, White Hardware Options: Latch Bore with Deadbolt, 2 3/8", 2 1/8", No Integrated Sensor, No Handle Set, Standard Steel, Satin Nickel, Mill Finish Sill Unit Accessories: No Bang Panel Performance Information: U-Factor 0.24, SHGC 0.12, VLT 0.12, CPD PEL-M-174-02439-00001, Calculated Positive DP Rating 30, Calculated Negative DP Rating 30, Year Rated 08</p> | | |

ITEM 39.

| Line # | Location: | Attributes | | | |
|--------|---|---|-------------------|------------|--------------------|
| 31 | None Assigned | Entry Systems, Storm Door Fullview Rolscreen Unhanded, White (P390052331) | <u>Item Price</u> | <u>Qty</u> | <u>Ext'd Price</u> |
| | | | \$563.57 | 1 | \$563.57 |
| |  Viewed From Exterior | PK # 2045 1: to 81 Unhanded Storm Door General Information: Clad Exterior Color / Finish: Standard Enduraclad, White Sash / Panel: 1 3/8" Extruded Glass: Clear Hardware Options: Standard, Satin Nickel Model: 3900 | | | |

| Line # | Location: | Attributes | | | |
|--------|---|--|-------------------|------------|--------------------|
| 35 | None Assigned | Pella Brand, Entry Door Inswing, White, 5 9/16" | <u>Item Price</u> | <u>Qty</u> | <u>Ext'd Price</u> |
| | | | \$2,657.96 | 1 | \$2,657.96 |
| |  Viewed From Exterior | PK # 2045 1: Entry Door Unit Type: Left Inswing, Standard Sill, No Fire Rating, No Fire Rating Dimension Options: No Cut Down General Information: 6 7/8", 1 5/16", 5 9/16" Panel Style: Craftsman Light Glass: Tempered Decorative Madeira Nickel Air Filled Panel Selection: Smooth, Painted, Sparkling Teal, Painted, White Frame Selection: Clad, Pine, Oak Threshold, No Panel Reinforcement, Standard Enduraclad, White, Wood, White Hardware Options: Latch Bore with Deadbolt, 2 3/8", 2 1/8", No Integrated Sensor, No Handle Set, Standard Steel, Satin Nickel, Mill Finish Sill Unit Accessories: 4 Block, No Bang Panel Performance Information: U-Factor 0.18, SHGC 0.08, VLT 0.08, CPD PEL-M-174-02311-00001, Calculated Positive DP Rating 30, Calculated Negative DP Rating 30, Year Rated 08 | | | |

| Line # | Location: | Attributes | | | |
|--------|---|---|-------------------|------------|--------------------|
| 36 | None Assigned | Entry Systems, Storm Door Fullview Rolscreen Unhanded, White (P390052332) | <u>Item Price</u> | <u>Qty</u> | <u>Ext'd Price</u> |
| | | | \$563.57 | 1 | \$563.57 |
| |  Viewed From Exterior | PK # 2045 1: to 81 Unhanded Storm Door General Information: Clad Exterior Color / Finish: Standard Enduraclad, White Sash / Panel: 1 3/8" Extruded Glass: Clear Hardware Options: Standard, Satin Nickel Model: 3900 | | | |

| Line # | Location: | Attributes | Item Price | Qty | Ext'd Price |
|--------|-----------|-------------------------|------------|-----|-------------|
| 40 | | Permit/Materials | \$700.00 | 1 | \$700.00 |

ITEM 39.

| Line # | Location: | Attributes | Item Price | Qty | Ext'd Price |
|--------|-----------|--------------|------------|-----|-------------|
| 45 | | Labor | \$3,100.00 | 1 | \$3,100.00 |

| Line # | Location: | Attributes | Item Price | Qty | Ext'd Price |
|--------|---------------|--|--------------|-----|--------------|
| 50 | None Assigned | PRODUCT PROMOTIONS - PRODUCT PROMOTIONS | (\$1,240.00) | 1 | (\$1,240.00) |

Thank You For Your Interest In Pella® Products

PELLA WARRANTY:**ITEM 39.**

Pella products are covered by Pella's limited warranties in effect at the time of sale. All applicable product warranties are incorporated into and become a part of this contract. Please see the warranties for complete details, taking special note of the two important notice sections regarding installation of Pella products and proper management of moisture within the wall system. Neither Pella Corporation nor the Seller will be bound by any other warranty unless specifically set out in this contract. However, Pella Corporation will not be liable for branch warranties which create obligations in addition to or obligations which are inconsistent with Pella written warranties.

Clear opening (egress) information does not take into consideration the addition of a Rolscreen [or any other accessory] to the product. You should consult your local building code to ensure your Pella products meet local egress requirements.

Per the manufacturer's limited warranty, unfinished mahogany exterior windows and doors must be finished upon receipt prior to installing and refinished annually, thereafter. Variations in wood grain, color, texture or natural characteristics are not covered under the limited warranty.

INSYNCTIVE PRODUCTS: In addition, Pella Insynctive Products are covered by the Pella Insynctive Products Software License Agreement and Pella Insynctive Products Privacy Policy in effect at the time of sale, which can be found at Insynctive.pella.com. By installing or using Your Insynctive Products you are acknowledging the Insynctive Software Agreement and Privacy Policy are part of the terms of sale.

ARBITRATION AND CLASS ACTION WAIVER ("ARBITRATION AGREEMENT")

YOU and Pella and its subsidiaries and the Pella Branded Distributor AGREE TO ARBITRATE DISPUTES ARISING OUT OF OR RELATING TO YOUR PELLA PRODUCTS (INCLUDES PELLA GOODS AND PELLA SERVICES) AND WAIVE THE RIGHT TO HAVE A COURT OR JURY DECIDE DISPUTES. YOU WAIVE ALL RIGHTS TO PROCEED AS A MEMBER OR REPRESENTATIVE OF A CLASS ACTION, INCLUDING CLASS ARBITRATION, REGARDING DISPUTES ARISING OUT OF OR RELATING TO YOUR PELLA PRODUCTS. You may opt out of this Arbitration Agreement by providing notice to Pella no later than ninety (90) calendar days from the date You purchased or otherwise took ownership of Your Pella Goods. To opt out, You must send notice by e-mail to pellawebsupport@pella.com, with the subject line: "Arbitration Opt Out" or by calling (877) 473-5527. Opting out of the Arbitration Agreement will not affect the coverage provided by any applicable limited warranty pertaining to Your Pella Products. For complete information, including the full terms and conditions of this Arbitration Agreement, which are incorporated herein by reference, please visit www.pella.com/arbitration or e-mail to pellawebsupport@pella.com, with the subject line: "Arbitration Details" or call (877) 473-5527. D'ARBITRAGE ET RENONCIATION AU RECOURS COLLECTIF ("convention d'arbitrage") EN FRANÇAIS SEE PELLA.COM/ARBITRATION. DE ARBITRAJE Y RENUNCIA COLECTIVA ("acuerdo de arbitraje") EN ESPAÑOL VER PELLA.COM/ARBITRATION.

Product Performance Information:

U-Factor, Solar Heat Gain Coefficient (SHGC), and Visible Light Transmittance (VLT) are certified by the National Fenestration Rating Council (NFRC). Manufacturer stipulates that these ratings conform to applicable NFRC procedures for determining whole product performance. NFRC ratings are determined for a fixed set of environmental conditions and a specific product size. NFRC does not recommend any products and does not warrant the suitability of any product for any specific use.

Design Pressure (DP), Performance Class, and Performance Grade (PG) are certified by a third party organization, in many cases the Window and Door Manufacturers Association (WDMA). The certification requires the performance of at least one product of the product line to be tested in accordance with the applicable performance standards and verified by an independent party. The certification indicates that the product(s) of the product line passed the applicable tests. The certification does not apply to mulled and/or product combinations unless noted. Actual product results will vary and change over the products life.

For more performance information along with information on Florida Product Approval System (FPAS) Number and Texas Dept. of Insurance (TDI) number go to www.pella.com/performance.

TERMS & CONDITIONS:

ITEM 39.

ANY ALTERATIONS TO THE ABOVE MUST BE MADE IN WRITING AND ARE SUBJECT TO A 100% CANCELLATION FEE, AFTER THE ORDER IS ENTERED. Prices good for 30 days. Upon acceptance it will become the entire agreement between the Buyer and Seller notwithstanding any previous communications or negotiations whether oral or written.

TAILGATE DELIVERY - CUSTOMER MUST BE PRESENT TO UNLOAD. THANK YOU FOR CHOOSING PELLA. WE WANT YOU TO BE VERY SATISFIED!

ITEM 39.

Customer Name (Please print)

Pella Sales Rep Name (Please print)

Customer Signature

Pella Sales Rep Signature

Date

Date

| Order Totals | |
|-------------------------|--------------------|
| Taxable Subtotal | \$7,019.59 |
| Sales Tax @ 7% | \$491.37 |
| Non-taxable Subtotal | \$3,100.00 |
| Total | \$10,610.96 |
| Deposit Received | \$0.00 |
| Amount Due | \$10,610.96 |



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DEPARTMENT OF COMMUNITY DEVELOPMENT

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

INTEROFFICE MEMORANDUM Administration Division

TO: Mayor Brown & City Council
FROM: Stephanie Houk Sheetz, Director of Community Development
DATE: December 11, 2019
SUBJECT: Sands Addition – Final Occupancy Request
 4115 James Dr. and 4219 James Dr.

The Final Plat for Sands Addition (Jim Sands Construction) was approved by City Council July 15, 2019. It included a contract for completion of the remaining public improvements with a performance bond in the amount of \$20,664.00 to ensure completion of the project. This allowed issuance of building permits. Two permits were obtained: 4115 James Dr. (August 8, 2019-Jim Sands Construction) and 4219 James Dr. (July 17, 2019-Ozegovic Construction). While this is allowed by our Subdivision Code, it states that occupancy is not permitted until all improvements are completed per City requirements and are formally accepted by City Council action. This assures developments meet all standards before homes or buildings are used and also moves responsibility of road maintenance and services such as snow plowing and refuse collection to the City.



There remain items to address before City staff recommends acceptance of public improvements. These items include providing remaining material certifications, seeding any disturbed areas throughout the subdivision (for erosion control), verification that detention pond elevation and sizing is correctly completed, sanitary sewer televising, proper erosion control



installation, complete sidewalk installation, repair damaged curb.

The developer has not addressed these items in a timely fashion and two residences are completed with owners now anxious to move in before the holidays. At this time, staff recommends granting occupancy of the two completed residences, subject to final building inspection/approval (scheduled December 17, 2019), as permitted by the Subdivision Code, Section 24-54(e). The developer has been advised that snow removal will be his responsibility, until the City has formally accepted the roadway/improvements. Staff further recommends that no new building permits be issued in this subdivision until the public improvements are completed per City standards and then accepted at a City Council meeting.


DEPARTMENT OF PUBLIC WORKS

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor James P. Brown and City Council

FROM: Ben Claypool, Civil Engineer II, PhD, EI

DATE: December 11, 2019

SUBJECT: Downtown Streetscape and Reconstruction Project
 Project No. RC-000-3180
 Request for PS&E Approval

Submitted within for City Council approval are the Plans, Specifications, and Estimate of Costs and Quantities for the Downtown Streetscape and Reconstruction Project.

We recommend setting Monday, January 6th, 2020 at 7:00 p.m. as the date and time for the public hearing on this project and Tuesday, January 21st, 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 December 30, 2019. The Plans and Specifications will be ready for distribution to contractors on December 30, 2019 allowing more than three (3) weeks of review before contract letting.

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

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

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

xc: David Wicke, City Engineer
 Chase Schrage, Director of Public Works
 Jon Fitch, Principal Engineer

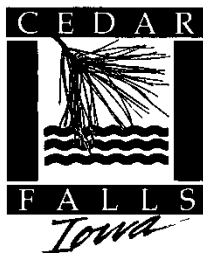


OPINION OF PROBABLE PROJECT COSTS
RC-000-3180: Downtown Streetscape and Reconstruction
CITY OF CEDAR FALLS
 CEDAR FALLS, IA
 118.1174.08AE
 11-Dec-19

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

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

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



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor James P. Brown and City Council

FROM: Jaydevsinh Atodaria (JD), Planner I

DATE: December 11, 2019

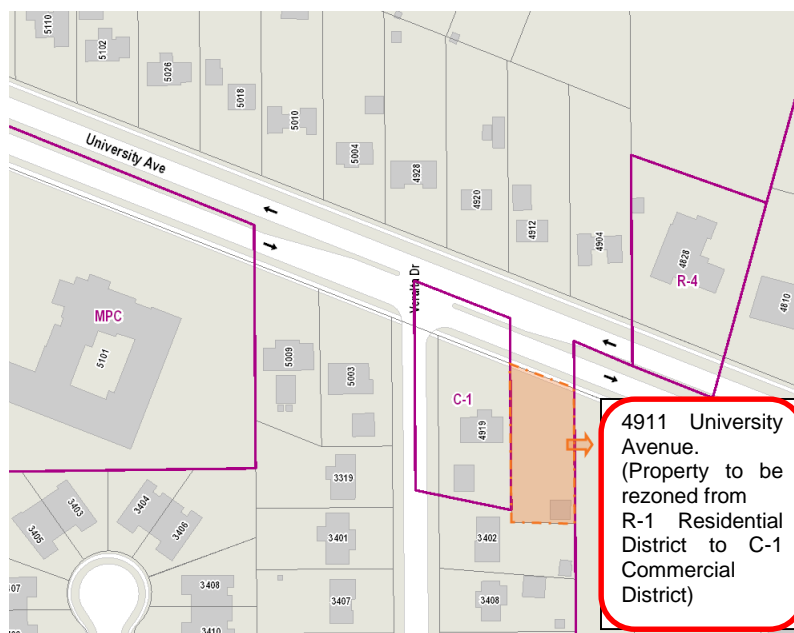
SUBJECT: Rezoning Request
 4911 University Avenue

REQUEST: Rezone property from R-1, Residential to C-1, Commercial (Case #RZ19-002)

PETITIONER: Bradley H Jacobson, property owner

LOCATION: 4911 University Avenue

The applicant has submitted a request to rezone 0.34 acres of property located at 4911 University Avenue from R-1, Residential to C-1, Commercial District. The rezoning will allow the owner to combine the adjacent property and allow future development on the property in conformance with the standards of MPC Major Thoroughfare Planned Commercial District. Staff recommended approval of the rezoning change with a conditional zoning agreement. The Planning and Zoning Commission has considered the request and recommended approval on November 20, 2019.



Staff requests that Council set a public hearing date for January 6, 2020 to formally consider the rezoning request. A full staff report and summary report of the Planning and Zoning Commission meetings will be provided to City Council prior the public hearing.

RESOLUTION NO. _____

RESOLUTION SETTING DATE OF PUBLIC HEARING ON A PROPOSED AMENDMENT TO CHAPTER 26, ZONING, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, AND DIRECTING PUBLICATION OF NOTICE OF SAID PUBLIC HEARING

WHEREAS, a proposal was submitted to the Cedar Falls Planning and Zoning Commission to change the zoning from R-1, Residential to C-1, Commercial as described below, and

WHEREAS, said rezoning to C-1 is accompanied with a conditional zoning agreement so that the future development of the property is in compliance with the MPC, Major Thoroughfare Planned Commercial District, and

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

WHEREAS, said zoning change will allow the future development of this property to comply with the MPC district, and

WHEREAS, it is desired to submit the same for consideration to the City Council to have a public hearing on the same as provided by law;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA, that there shall be a public hearing to amend 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, by removing and changing from the R-1 Residential District, and placing in the C-1, Commercial District on the following described real estate:

THIRD ADD TO ORCHARD HILL PLAT ALL LOT 3 EXC NELY 22 FT FOR HWY SEE DEED B 306 P 473 & B 499 P 343 & EXC BEG AT SW COR LOT 3 TH SELY ALONG SWLY LINE TO SE COR SAID LOT TH N ALONG E LINE 32 FT TH WLY ON A DIRECT LINE 83.3 FT TO PL OF BEG

And that said public hearing shall be held on the 6th day of January, 2020, at 7:00 o'clock P.M., in the Council Chambers in the City Hall of the City of Cedar Falls, Iowa. The City Clerk is hereby authorized and directed to publish notice of said hearing the Waterloo-Cedar Falls Courier, said notice to be published at least seven (7) days prior to the hearing date.

INTRODUCED AND ADOPTED this 16th day of December, 2019.

ATTEST:

James P. Brown, Mayor

Jacqueline Danielsen, MMC, City Clerk

NOTICE OF PUBLIC HEARING ON A PROPOSED CHANGE IN 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 BY
REMOVING CERTAIN REAL ESTATE FROM THE R-1 RESIDENTIAL DISTRICT AND
PLACING SAID REAL ESTATE IN THE C-1 COMMERCIAL DISTRICT

To Whom It May Concern:

NOTICE IS HEREBY GIVEN that the City Planning and Zoning Commission has recommended to the City Council of Cedar Falls, Iowa, to amend 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, and known as the Zoning Ordinance, and that the City Council of the City of Cedar Falls, Iowa, proposes to amend said Ordinance by removing real estate from the R-1 Residential Zoning District, and placing the same in the C-1, Commercial District as described below:

THIRD ADD TO ORCHARD HILL PLAT ALL LOT 3 EXC NELY 22 FT FOR HWY SEE DEED B 306 P 473 & B 499 P 343 & EXC BEG AT SW COR LOT 3 TH SELY ALONG SWLY LINE TO SE COR SAID LOT TH N ALONG E LINE 32 FT TH WLY ON A DIRECT LINE 83.3 FT TO PL OF BEG

There will be a public hearing on the proposed rezoning on the 6th day of January, 2020, at 7:00 o'clock P.M., in the Council Chambers. Objections to said proposed rezoning may be made in writing at any time prior to the public hearing as set forth herein and oral objections will be heard at said hearing.

Jacqueline Danielsen, MMC, City Clerk

Daily Invoices for Council Meeting 12/16/19

ACCOUNT ACTIVITY LISTING

PAGE 1

ACCOUNTING PERIOD 05/2020

ITEM 43.

PREPARED 12/12/2019, 13:10:53
 PROGRAM GM360L
 CITY OF CEDAR FALLS

| GROUP NBR | PO NBR | ACCTG PER. | CD | DATE | TRANSACTION NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE | POST DT |
|-----------------------|--------|---|----|------|--------------------|--------------------------|--------|---------|-----------------|----------|
| FUND 101 GENERAL FUND | | | | | | | | | | |
| 101-1008-441.64-02 | | INSURANCE / HEALTH INS. | | | | REIMBURSEMENT | | | | |
| 878 | | 05/20 AP 11/15/19 | | | 0004693 | ADVANTAGE ADMIN-SECT.105 | 1.35 | | | 12/03/19 |
| | | HEALTH INS. REIMBURSEMENT | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 1.35 | .00 | 1.35 | |
| | | | | | | | | | | |
| 101-1028-441.64-02 | | INSURANCE / HEALTH INS. | | | | REIMBURSEMENT | | | | |
| 878 | | 05/20 AP 11/22/19 | | | 0004694 | ADVANTAGE ADMIN-SECT.105 | 2.03 | | | 12/03/19 |
| | | HEALTH INS. REIMBURSEMENT | | | | | | | | |
| 878 | | 05/20 AP 11/15/19 | | | 0004693 | ADVANTAGE ADMIN-SECT.105 | 149.73 | | | 12/03/19 |
| | | HEALTH INS. REIMBURSEMENT | | | | | | | | |
| 878 | | 05/20 AP 11/08/19 | | | 0004692 | ADVANTAGE ADMIN-SECT.105 | 10.85 | | | 12/03/19 |
| | | HEALTH INS. REIMBURSEMENT | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 162.61 | .00 | 162.61 | |
| | | | | | | | | | | |
| 101-1028-441.83-06 | | TRANSPORTATION&EDUCATION / EDUCATION | | | | | | | | |
| 961 | | 06/20 AP 11/21/19 | | | 0393867 | CEDAR VALLEY SHRM | 11.94 | | | 12/04/19 |
| | | DISRUPT HR MTG.-K.AGUIAR | | | | WATERLOO | | | | |
| ACCOUNT TOTAL | | | | | | | 11.94 | .00 | 11.94 | |
| | | | | | | | | | | |
| 101-1028-441.89-17 | | MISCELLANEOUS SERVICES / BANK SERVICE CHARGES | | | | | | | | |
| 878 | | 05/20 AP 11/27/19 | | | 0004705 | FARMERS STATE BANK | 20.00 | | | 12/03/19 |
| | | OUTGOING WIRE | | | | MIDWEST ONE CD | | | | |
| 878 | | 05/20 AP 11/27/19 | | | 0004706 | FARMERS STATE BANK | 12.00 | | | 12/03/19 |
| | | INCOMING WIRE | | | | BANK IOWA CD | | | | |
| 878 | | 05/20 AP 11/20/19 | | | 0004704 | FARMERS STATE BANK | 20.00 | | | 12/03/19 |
| | | VOYA OUTGOING WIRE | | | | 11/22/19 PAYROLL | | | | |
| 878 | | 05/20 AP 11/06/19 | | | 0004703 | FARMERS STATE BANK | 20.00 | | | 12/03/19 |
| | | VOYA OUTGOING WIRE | | | | 11/08/19 PAYROLL | | | | |
| ACCOUNT TOTAL | | | | | | | 72.00 | .00 | 72.00 | |
| | | | | | | | | | | |
| 101-1060-423.72-99 | | OPERATING SUPPLIES / POSTAGE | | | | | | | | |
| 978 | | 06/20 AP 11/26/19 | | | 0393909 | NEOFUNDS | 450.00 | | | 12/06/19 |
| | | POSTAGE | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 450.00 | .00 | 450.00 | |
| | | | | | | | | | | |
| 101-1060-423.86-01 | | REPAIR & MAINTENANCE / REPAIR & MAINTENANCE | | | | | | | | |
| 878 | | 05/20 AP 11/04/19 | | | 0004716 | PROFESSIONAL SOLUTIONS | 57.74 | | | 12/03/19 |
| | | OCTOBER CREDIT CARD FEES | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 57.74 | .00 | 57.74 | |

ITEM 43.

| GROUP NBR | PO NBR | ACCTG PER. | CD | DATE | TRANSACTION NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE | POST DT |
|-----------------------|--------|------------|----|----------|--------------------|--|----------|---------|-----------------|----------|
| FUND 101 GENERAL FUND | | | | | | | | | | |
| 101-1060-423.89-33 | | | | | | MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM | | | | |
| 978 | | 06/20 AP | | 11/20/19 | 0393907 | HEATHER'S SWEET TREATS | 120.00 | | | 12/06/19 |
| | | | | | | FOTL:UNFROSTED COOKIES FROSTING TO DECORATE | | | | |
| | | | | | | ACCOUNT TOTAL | 120.00 | .00 | 120.00 | |
| | | | | | | | | | | |
| 101-1061-423.89-26 | | | | | | MISCELLANEOUS SERVICES / NON-PRINT RESOURCES | | | | |
| 978 | | 06/20 AP | | 11/07/19 | 0393903 | BIBLIOLABS LLC | 6,265.00 | | | 12/06/19 |
| | | | | | | 1 YR.-PLATINUM COMM.ENGAG 01/01/20-12/31/20 | | | | |
| | | | | | | ACCOUNT TOTAL | 6,265.00 | .00 | 6,265.00 | |
| | | | | | | | | | | |
| 101-1061-423.89-31 | | | | | | MISCELLANEOUS SERVICES / PERIODICALS | | | | |
| 978 | | 06/20 AP | | 10/21/19 | 0393910 | VOYA SUBSCRIPTIONS | 62.00 | | | 12/06/19 |
| | | | | | | MAGAZINE SUB. FY20 JAN20-DEC19 | | | | |
| | | | | | | ACCOUNT TOTAL | 62.00 | .00 | 62.00 | |
| | | | | | | | | | | |
| 101-1199-421.31-10 | | | | | | HUMAN DEVELOPMENT GRANTS / GRANTS - CULTURAL SERVICE | | | | |
| 1020 | | 06/20 AP | | 12/07/19 | 0393932 | SKEENS, HEATHER | 13.15 | | | 12/12/19 |
| | | | | | | RMB:SUPPLIES-POETRY EVENT | | | | |
| | | | | | | ACCOUNT TOTAL | 13.15 | .00 | 13.15 | |
| | | | | | | | | | | |
| 101-1199-441.83-05 | | | | | | TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD) | | | | |
| 1020 | | 06/20 AP | | 12/10/19 | 0393927 | HY-VEE, INC.-CEDAR FALLS | 460.00 | | | 12/12/19 |
| | | | | | | COUNCIL GOAL SETTING 12/10/19 | | | | |
| | | | | | | ACCOUNT TOTAL | 460.00 | .00 | 460.00 | |
| | | | | | | | | | | |
| 101-1199-441.89-13 | | | | | | MISCELLANEOUS SERVICES / CONTINGENCY | | | | |
| 878 | | 05/20 AP | | 11/04/19 | 0004714 | PROFESSIONAL SOLUTIONS | 54.85 | | | 12/03/19 |
| | | | | | | OCTOBER CREDIT CARD FEES | | | | |
| | | | | | | ACCOUNT TOTAL | 54.85 | .00 | 54.85 | |
| | | | | | | | | | | |
| 101-2203-423.88-17 | | | | | | OUTSIDE AGENCIES / CEDAR FALLS BAND | | | | |
| 1020 | | 06/20 AP | | 12/11/19 | 0393920 | CEDAR FALLS MUNICIPAL BAND | 968.77 | | | 12/12/19 |
| | | | | | | PROPERTY TAX PAYMENT | | | | |
| | | | | | | ACCOUNT TOTAL | 968.77 | .00 | 968.77 | |
| | | | | | | | | | | |
| 101-2235-412.64-02 | | | | | | INSURANCE / HEALTH INS. REIMBURSEMENT | | | | |

| GROUP NBR | PO NBR | ACCTG PER. | CD | DATE | TRANSACTION NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE | POST DT |
|---|--------|------------|----|----------|--------------------|-------------------------------|-----------|---------|-----------------|----------|
| FUND 101 GENERAL FUND | | | | | | | | | | |
| 101-2235-412.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT | | | | | | continued | | | | |
| 878 | | 05/20 AP | | 11/22/19 | 0004694 | ADVANTAGE ADMIN-SECT.105 | 25.00 | | | 12/03/19 |
| 878 | | 05/20 AP | | 11/22/19 | 0004694 | ADVANTAGE ADMIN-SECT.105 | 225.00 | | | 12/03/19 |
| ACCOUNT TOTAL | | | | | | | 250.00 | .00 | 250.00 | |
| 101-2235-412.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES | | | | | | | | | | |
| 878 | | 05/20 AP | | 11/04/19 | 0004721 | PROFESSIONAL SOLUTIONS | 831.16 | | | 12/03/19 |
| 878 | | 05/20 AP | | 11/04/19 | 0004722 | PROFESSIONAL SOLUTIONS | 586.16 | | | 12/03/19 |
| ACCOUNT TOTAL | | | | | | | 1,417.32 | .00 | 1,417.32 | |
| 101-2245-442.89-79 MISCELLANEOUS SERVICES / SINGLE FAM CONV INCENTIVE | | | | | | | | | | |
| 961 | | 06/20 AP | | 12/03/19 | 0393870 | MARY LAWRENCE | 5,000.00 | | | 12/04/19 |
| 961 | | 06/20 AP | | 12/03/19 | 0393868 | JOSH NELSON | 5,000.00 | | | 12/04/19 |
| ACCOUNT TOTAL | | | | | | | 10,000.00 | .00 | 10,000.00 | |
| 101-2253-423.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES | | | | | | | | | | |
| 945 | | 06/20 AP | | 11/29/19 | 0393860 | GRABER, KEITH | 75.00 | | | 12/02/19 |
| 945 | | 06/20 AP | | 11/29/19 | 0393863 | MEEKS, MARCUS | 132.00 | | | 12/02/19 |
| 945 | | 06/20 AP | | 11/29/19 | 0393862 | MCCARRON, SEAN | 73.50 | | | 12/02/19 |
| ACCOUNT TOTAL | | | | | | | 280.50 | .00 | 280.50 | |
| 101-2253-423.89-04 MISCELLANEOUS SERVICES / SALES TAX | | | | | | | | | | |
| 878 | | 05/20 AP | | 11/20/19 | 0004710 | IOWA DEPT.OF REVENUE | 1,943.32 | | | 12/03/19 |
| 878 | | 05/20 AP | | 11/07/19 | 0004708 | IOWA DEPT.OF REVENUE | 1,099.89 | | | 12/03/19 |
| ACCOUNT TOTAL | | | | | | | 3,043.21 | .00 | 3,043.21 | |
| 101-2253-423.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES | | | | | | | | | | |
| 878 | | 05/20 AP | | 11/06/19 | 0004697 | COMMUNITY BANKERS MERCHANT SV | 99.42 | | | 12/03/19 |

| GROUP | PO | ACCTG | ---TRANSACTION--- | | | | DEBITS | CREDITS | CURRENT |
|---|-----|---------------------------|-------------------|----------|---------|-------------------------------|----------|---------|----------|
| NBR | NBR | PER. | CD | DATE | NUMBER | DESCRIPTION | | | BALANCE |
| | | | | | | | | | POST DT |
| FUND 101 GENERAL FUND | | | | | | | | | |
| 101-2253-423.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES | | | | | | continued | | | |
| 878 | | 05/20 | AP | 11/06/19 | 0004726 | VANTIV INTEGRATED PAYMENT SOL | 50.00 | | 12/03/19 |
| | | GATEWAY FEES | | | | 10/01-10/31/19 | | | |
| 878 | | 05/20 | AP | 11/04/19 | 0004717 | PROFESSIONAL SOLUTIONS | 643.12 | | 12/03/19 |
| | | OCTOBER CREDIT CARD FEES | | | | | | | |
| 878 | | 05/20 | AP | 11/04/19 | 0004718 | PROFESSIONAL SOLUTIONS | 6.95 | | 12/03/19 |
| | | OCTOBER CREDIT CARD FEES | | | | | | | |
| 878 | | 05/20 | AP | 11/04/19 | 0004719 | PROFESSIONAL SOLUTIONS | 6.95 | | 12/03/19 |
| | | OCTOBER CREDIT CARD FEES | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 806.44 | .00 | 806.44 |
| 101-2280-423.72-25 OPERATING SUPPLIES / MILEAGE | | | | | | | | | |
| 1020 | | 06/20 | AP | 12/06/19 | 0393926 | HINES, MAGGIE | 44.08 | | 12/12/19 |
| | | RMB:MILEAGE-8/23-12/6/19 | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 44.08 | .00 | 44.08 |
| 101-2280-423.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES | | | | | | | | | |
| 878 | | 05/20 | AP | 11/06/19 | 0004697 | COMMUNITY BANKERS MERCHANT SV | 4.25 | | 12/03/19 |
| | | OCTOBER CREDIT CARD FEES | | | | | | | |
| 878 | | 05/20 | AP | 11/04/19 | 0004720 | PROFESSIONAL SOLUTIONS | 32.83 | | 12/03/19 |
| | | OCTOBER CREDIT CARD FEES | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 37.08 | .00 | 37.08 |
| 101-4511-414.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT | | | | | | | | | |
| 878 | | 05/20 | AP | 11/08/19 | 0004692 | ADVANTAGE ADMIN-SECT.105 | 144.39 | | 12/03/19 |
| | | HEALTH INS. REIMBURSEMENT | | | | | | | |
| 878 | | 05/20 | AP | 11/08/19 | 0004692 | ADVANTAGE ADMIN-SECT.105 | 1.72 | | 12/03/19 |
| | | HEALTH INS. REIMBURSEMENT | | | | | | | |
| 878 | | 05/20 | AP | 11/01/19 | 0004691 | ADVANTAGE ADMIN-SECT.105 | 29.64 | | 12/03/19 |
| | | HEALTH INS. REIMBURSEMENT | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 175.75 | .00 | 175.75 |
| 101-4511-414.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD) | | | | | | | | | |
| 961 | | 06/20 | AP | 11/19/19 | 0393869 | LECHTENBERG, AUSTIN | 10.17 | | 12/04/19 |
| | | RMB:MEAL-FF2 TESTING | | | | AMES | | | |
| ACCOUNT TOTAL | | | | | | | 10.17 | .00 | 10.17 |
| 101-4511-414.85-01 UTILITIES / UTILITIES | | | | | | | | | |
| 978 | | 06/20 | AP | 11/13/19 | 0393905 | CEDAR FALLS UTILITIES | 2,447.48 | | 12/06/19 |
| | | UTILITIES THRU 11/13/19 | | | | | | | |

| GROUP NBR | PO NBR | ACCTG PER. | CD | DATE | ---TRANSACTION--- NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE | POST DT |
|---|--------|------------|----|----------|-----------------------------|--------------------------|----------|---------|--------------------|----------|
| FUND 101 GENERAL FUND | | | | | | | | | | |
| 101-4511-414.85-01 UTILITIES / UTILITIES | | | | | | continued | | | | |
| ACCOUNT TOTAL | | | | | | | 2,447.48 | .00 | 2,447.48 | |
| 101-5521-415.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT | | | | | | | | | | |
| 878 | | 05/20 AP | | 11/22/19 | 0004694 | ADVANTAGE ADMIN-SECT.105 | 20.00 | | | 12/03/19 |
| HEALTH INS. REIMBURSEMENT | | | | | | | | | | |
| 878 | | 05/20 AP | | 11/01/19 | 0004691 | ADVANTAGE ADMIN-SECT.105 | 4.33 | | | 12/03/19 |
| HEALTH INS. REIMBURSEMENT | | | | | | | | | | |
| 878 | | 05/20 AP | | 11/01/19 | 0004691 | ADVANTAGE ADMIN-SECT.105 | 47.80 | | | 12/03/19 |
| HEALTH INS. REIMBURSEMENT | | | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 72.13 | .00 | 72.13 | |
| 101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES | | | | | | | | | | |
| 978 | | 06/20 AP | | 11/13/19 | 0393905 | CEDAR FALLS UTILITIES | 30.75 | | | 12/06/19 |
| UTILITIES THRU 11/13/19 | | | | | | | | | | |
| 878 | | 05/20 AP | | 11/04/19 | 0004713 | PROFESSIONAL SOLUTIONS | 8.81 | | | 12/03/19 |
| OCTOBER CREDIT CARD FEES | | | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 39.56 | .00 | 39.56 | |
| 101-5521-415.85-01 UTILITIES / UTILITIES | | | | | | | | | | |
| 978 | | 06/20 AP | | 11/13/19 | 0393905 | CEDAR FALLS UTILITIES | 2,153.80 | | | 12/06/19 |
| UTILITIES THRU 11/13/19 | | | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 2,153.80 | .00 | 2,153.80 | |
| 101-5521-415.86-05 REPAIR & MAINTENANCE / EQUIPMENT REPAIRS | | | | | | | | | | |
| 978 | | 06/20 AP | | 11/13/19 | 0393905 | CEDAR FALLS UTILITIES | 108.34 | | | 12/06/19 |
| UTILITIES THRU 11/13/19 | | | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 108.34 | .00 | 108.34 | |
| 101-5521-415.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE | | | | | | | | | | |
| 1020 | | 06/20 AP | | 11/23/19 | 0393930 | OLSON, JEFFREY | 66.58 | | | 12/12/19 |
| RMB:UNIFORM ALLOWANCE | | | | | | | | | | |
| 1020 | | 06/20 AP | | 11/23/19 | 0393930 | OLSON, JEFFREY | 59.36 | | | 12/12/19 |
| RMB:UNIFORM ALLOWANCE | | | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 125.94 | .00 | 125.94 | |
| 101-6613-433.85-01 UTILITIES / UTILITIES | | | | | | | | | | |
| 978 | | 06/20 AP | | 11/13/19 | 0393905 | CEDAR FALLS UTILITIES | 314.78 | | | 12/06/19 |

| GROUP NBR | PO NBR | ACCTG PER. | CD | ---TRANSACTION--- | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE |
|--|--------|------------|----|-------------------|-------------|-----------|---------|-----------------|
| | | | | DATE | NUMBER | | | POST DT |
| FUND 101 GENERAL FUND | | | | | | | | |
| 101-6613-433.85-01 UTILITIES / UTILITIES | | | | | | continued | | |
| UTILITIES THRU 11/13/19 | | | | | | | | |
| ACCOUNT TOTAL | | | | | | 314.78 | .00 | 314.78 |
| | | | | | | | | |
| 101-6616-446.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT | | | | | | | | |
| 878 | | 05/20 AP | | 11/08/19 | 0004692 | 171.70 | | 12/03/19 |
| HEALTH INS. REIMBURSEMENT | | | | | | | | |
| ACCOUNT TOTAL | | | | | | 171.70 | .00 | 171.70 |
| | | | | | | | | |
| 101-6616-446.85-01 UTILITIES / UTILITIES | | | | | | | | |
| 978 | | 06/20 AP | | 11/13/19 | 0393905 | 754.13 | | 12/06/19 |
| CEDAR FALLS UTILITIES | | | | | | | | |
| UTILITIES THRU 11/13/19 | | | | | | | | |
| ACCOUNT TOTAL | | | | | | 754.13 | .00 | 754.13 |
| | | | | | | | | |
| 101-6623-423.85-01 UTILITIES / UTILITIES | | | | | | | | |
| 978 | | 06/20 AP | | 11/13/19 | 0393905 | 1,048.04 | | 12/06/19 |
| CEDAR FALLS UTILITIES | | | | | | | | |
| UTILITIES THRU 11/13/19 | | | | | | | | |
| ACCOUNT TOTAL | | | | | | 1,048.04 | .00 | 1,048.04 |
| | | | | | | | | |
| 101-6625-432.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT | | | | | | | | |
| 878 | | 05/20 AP | | 11/22/19 | 0004694 | 25.00 | | 12/03/19 |
| HEALTH INS. REIMBURSEMENT | | | | | | | | |
| 878 | | 05/20 AP | | 11/22/19 | 0004694 | 239.80 | | 12/03/19 |
| HEALTH INS. REIMBURSEMENT | | | | | | | | |
| 878 | | 05/20 AP | | 11/22/19 | 0004694 | 225.00 | | 12/03/19 |
| HEALTH INS. REIMBURSEMENT | | | | | | | | |
| 878 | | 05/20 AP | | 11/15/19 | 0004693 | 169.57 | | 12/03/19 |
| HEALTH INS. REIMBURSEMENT | | | | | | | | |
| ACCOUNT TOTAL | | | | | | 659.37 | .00 | 659.37 |
| | | | | | | | | |
| 101-6625-432.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS | | | | | | | | |
| 978 | | 06/20 AP | | 12/04/19 | 0393906 | 100.00 | | 12/06/19 |
| FITCH, JON | | | | | | | | |
| RMB:IA PE LICENSE RENEWAL | | | | | | | | |
| ACCOUNT TOTAL | | | | | | 100.00 | .00 | 100.00 |
| | | | | | | | | |
| 101-6633-423.85-01 UTILITIES / UTILITIES | | | | | | | | |
| 978 | | 06/20 AP | | 11/13/19 | 0393905 | 619.51 | | 12/06/19 |
| CEDAR FALLS UTILITIES | | | | | | | | |
| UTILITIES THRU 11/13/19 | | | | | | | | |

| GROUP | PO | ACCTG | ---TRANSACTION--- | | | | DEBITS | CREDITS | CURRENT |
|--|-----|----------|-------------------|----------|---------|--------------------------|------------|---------|------------|
| NBR | NBR | PER. | CD | DATE | NUMBER | DESCRIPTION | | | BALANCE |
| | | | | | | | | | POST DT |
| FUND 101 GENERAL FUND | | | | | | | | | |
| 101-6633-423.85-01 UTILITIES / UTILITIES | | | | | | continued | | | |
| ACCOUNT TOTAL | | | | | | | 619.51 | .00 | 619.51 |
| FUND TOTAL | | | | | | | 33,378.74 | .00 | 33,378.74 |
| FUND 203 TAX INCREMENT FINANCING | | | | | | | | | |
| 203-0000-487.50-05 TRANSFERS OUT / TRANSFERS - TIF | | | | | | | | | |
| 1020 | | 06/20 AP | | 12/11/19 | 0393921 | DEBT SERVICE | 128,263.15 | | 12/12/19 |
| PROPERTY TAX PAYMENT | | | | | | | | | |
| 1020 | | 06/20 AP | | 12/11/19 | 0393919 | CAPITAL PROJECTS FUND | 19,358.62 | | 12/12/19 |
| PROPERTY TAX PAYMENT | | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 147,621.77 | .00 | 147,621.77 |
| FUND TOTAL | | | | | | | 147,621.77 | .00 | 147,621.77 |
| FUND 206 STREET CONSTRUCTION FUND | | | | | | | | | |
| 206-6637-436.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT | | | | | | | | | |
| 878 | | 05/20 AP | | 11/22/19 | 0004694 | ADVANTAGE ADMIN-SECT.105 | 21.55 | | 12/03/19 |
| HEALTH INS. REIMBURSEMENT | | | | | | | | | |
| 878 | | 05/20 AP | | 11/08/19 | 0004692 | ADVANTAGE ADMIN-SECT.105 | 47.56 | | 12/03/19 |
| HEALTH INS. REIMBURSEMENT | | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 69.11 | .00 | 69.11 |
| 206-6637-436.85-01 UTILITIES / UTILITIES | | | | | | | | | |
| 978 | | 06/20 AP | | 11/13/19 | 0393905 | CEDAR FALLS UTILITIES | 2,221.44 | | 12/06/19 |
| UTILITIES THRU 11/13/19 | | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 2,221.44 | .00 | 2,221.44 |
| 206-6647-436.85-01 UTILITIES / UTILITIES | | | | | | | | | |
| 978 | | 06/20 AP | | 11/13/19 | 0393905 | CEDAR FALLS UTILITIES | 1,684.54 | | 12/06/19 |
| UTILITIES THRU 11/13/19 | | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 1,684.54 | .00 | 1,684.54 |
| FUND TOTAL | | | | | | | 3,975.09 | .00 | 3,975.09 |

| GROUP NBR | PO NBR | ACCTG PER. | CD | DATE | ---TRANSACTION--- NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE | POST DT |
|---|--------|---|----|----------|-----------------------------|-----------------------------|----------|---------|--------------------|----------|
| FUND 215 HOSPITAL FUND | | | | | | | | | | |
| FUND 216 POLICE BLOCK GRANT FUND | | | | | | | | | | |
| FUND 217 SECTION 8 HOUSING FUND | | | | | | | | | | |
| 217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED | | | | | | | | | | |
| 1020 | | 06/20 AP | | 12/10/19 | 0036358 | GIGI AVINO | 98.00 | | | 12/12/19 |
| | | NOV. & DEC.HAP CORRECTION 1009 W. 3RD ST.-BARTELT | | | | | | | | |
| 1020 | | 06/20 AP | | 12/10/19 | 0036357 | CEDAR FALLS UTILITIES-SEC.8 | 40.00 | | | 12/12/19 |
| | | UTIL.ASSIST.-GIGI AVINO ACCT.#5914646234 | | | | | | | | |
| 1007 | | 06/20 AP | | 12/06/19 | 0036356 | EPM IOWA | 474.00 | | | 12/10/19 |
| | | NOV.HAP-ANDREA GORDON DIDN'T PASS 1ST INSPECT. | | | | | | | | |
| 933 | | 06/20 AP | | 12/01/19 | 0036288 | BAUCH, JAMES C | 702.00 | | | 11/27/19 |
| | | HAP Prior D 122019 | | | | | | | | |
| 933 | | 06/20 AP | | 12/01/19 | 0036288 | BAUCH, JAMES C | 382.00 | | | 11/27/19 |
| | | HAP Cochran C 122019 | | | | | | | | |
| 933 | | 06/20 AP | | 12/01/19 | 0036337 | SMITH, LOUIS R. | 568.00 | | | 11/27/19 |
| | | HAP Cody I 122019 | | | | | | | | |
| 933 | | 06/20 AP | | 12/01/19 | 0036334 | RINNELS, DOUGLAS G. | 273.00 | | | 11/27/19 |
| | | HAP Wierck L 122019 | | | | | | | | |
| 933 | | 06/20 AP | | 12/01/19 | 0036334 | RINNELS, DOUGLAS G. | 256.00 | | | 11/27/19 |
| | | HAP Woock J 122019 | | | | | | | | |
| 933 | | 06/20 AP | | 12/01/19 | 0036348 | WEVERINK, TOM | 501.00 | | | 11/27/19 |
| | | HAP Stewart J 122019 | | | | | | | | |
| 933 | | 06/20 AP | | 12/01/19 | 0036348 | WEVERINK, TOM | 1,150.00 | | | 11/27/19 |
| | | HAP Archer A 122019 | | | | | | | | |
| 933 | | 06/20 AP | | 12/01/19 | 0036326 | OLSON & ESTATES LLC | 403.00 | | | 11/27/19 |
| | | HAP Halterman A 122019 | | | | | | | | |
| 933 | | 06/20 AP | | 12/01/19 | 0036326 | OLSON & ESTATES LLC | 451.00 | | | 11/27/19 |
| | | HAP Hoth P 122019 | | | | | | | | |
| 933 | | 06/20 AP | | 12/01/19 | 0036326 | OLSON & ESTATES LLC | 385.00 | | | 11/27/19 |
| | | HAP Hepker D 122019 | | | | | | | | |
| 933 | | 06/20 AP | | 12/01/19 | 0036326 | OLSON & ESTATES LLC | 216.00 | | | 11/27/19 |
| | | HAP Stevens B 122019 | | | | | | | | |
| 933 | | 06/20 AP | | 12/01/19 | 0036326 | OLSON & ESTATES LLC | 397.00 | | | 11/27/19 |
| | | HAP Graves D 122019 | | | | | | | | |
| 933 | | 06/20 AP | | 12/01/19 | 0036326 | OLSON & ESTATES LLC | 410.00 | | | 11/27/19 |
| | | HAP Weaver J 122019 | | | | | | | | |
| 933 | | 06/20 AP | | 12/01/19 | 0036326 | OLSON & ESTATES LLC | 437.00 | | | 11/27/19 |
| | | HAP Bakel P 122019 | | | | | | | | |
| 933 | | 06/20 AP | | 12/01/19 | 0036326 | OLSON & ESTATES LLC | 364.00 | | | 11/27/19 |
| | | HAP Himes G 122019 | | | | | | | | |
| 933 | | 06/20 AP | | 12/01/19 | 0036326 | OLSON & ESTATES LLC | 328.00 | | | 11/27/19 |
| | | HAP Dawson S 122019 | | | | | | | | |
| 933 | | 06/20 AP | | 12/01/19 | 0036304 | EXCEPTIONAL PERSONS, INC. | 440.00 | | | 11/27/19 |
| | | HAP Blake M 122019 | | | | | | | | |
| 933 | | 06/20 AP | | 12/01/19 | 0036304 | EXCEPTIONAL PERSONS, INC. | 410.00 | | | 11/27/19 |
| | | HAP Vaughn R 122019 | | | | | | | | |
| 933 | | 06/20 AP | | 12/01/19 | 0036304 | EXCEPTIONAL PERSONS, INC. | 420.00 | | | 11/27/19 |
| | | HAP Easterling R 122019 | | | | | | | | |
| 933 | | 06/20 AP | | 12/01/19 | 0036304 | EXCEPTIONAL PERSONS, INC. | 74.00 | | | 11/27/19 |
| | | HAP Lutz W 122019 | | | | | | | | |
| 933 | | 06/20 AP | | 12/01/19 | 0036304 | EXCEPTIONAL PERSONS, INC. | 410.00 | | | 11/27/19 |

| 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 | | | | |
| 933 | | 06/20 | AP | 12/01/19 | 0036304 | HAP Nissen A 122019 EXCEPTIONAL PERSONS, INC. | 431.00 | | 11/27/19 | |
| 933 | | 06/20 | AP | 12/01/19 | 0036304 | HAP Myers J 122019 EXCEPTIONAL PERSONS, INC. | 358.00 | | 11/27/19 | |
| 933 | | 06/20 | AP | 12/01/19 | 0036304 | HAP Poldberg J 122019 EXCEPTIONAL PERSONS, INC. | 437.00 | | 11/27/19 | |
| 933 | | 06/20 | AP | 12/01/19 | 0036311 | HAP Holmes C 122019 GOLD FALLS VILLA | 423.00 | | 11/27/19 | |
| 933 | | 06/20 | AP | 12/01/19 | 0036311 | HAP Jenkins D 122019 GOLD FALLS VILLA | 462.00 | | 11/27/19 | |
| 933 | | 06/20 | AP | 12/01/19 | 0036321 | HAP Shuman J 122019 LOWN, JAMES M. | 393.00 | | 11/27/19 | |
| 933 | | 06/20 | AP | 12/01/19 | 0036321 | HAP Taylor S 122019 LOWN, JAMES M. | 224.00 | | 11/27/19 | |
| 933 | | 06/20 | AP | 12/01/19 | 0036306 | HAP Klein R 122019 FORTSCH, ALEX E. | 1,000.00 | | 11/27/19 | |
| 933 | | 06/20 | AP | 12/01/19 | 0036347 | HAP Guzzle T 122019 WEVERINK, RANDY | 630.00 | | 11/27/19 | |
| 933 | | 06/20 | AP | 12/01/19 | 0036308 | HAP Janssen M 122019 GEELAN, JOSEPH N. | 167.00 | | 11/27/19 | |
| 933 | | 06/20 | AP | 12/01/19 | 0036308 | HAP Becker T 122019 GEELAN, JOSEPH N. | 398.00 | | 11/27/19 | |
| 933 | | 06/20 | AP | 12/01/19 | 0036308 | HAP Juhl A 122019 GEELAN, JOSEPH N. | 383.00 | | 11/27/19 | |
| 933 | | 06/20 | AP | 12/01/19 | 0036293 | HAP Davis K 122019 CLARK ENTERPRISES LLC | 547.00 | | 11/27/19 | |
| 933 | | 06/20 | AP | 12/01/19 | 0036293 | HAP Galvez Munguia 122019 CLARK ENTERPRISES LLC | 231.00 | | 11/27/19 | |
| 933 | | 06/20 | AP | 12/01/19 | 0036293 | HAP Groskurth D 122019 CLARK ENTERPRISES LLC | 223.00 | | 11/27/19 | |
| 933 | | 06/20 | AP | 12/01/19 | 0036293 | HAP Bachman K 122019 CLARK ENTERPRISES LLC | 215.00 | | 11/27/19 | |
| 933 | | 06/20 | AP | 12/01/19 | 0036293 | HAP Hord B 122019 CLARK ENTERPRISES LLC | 281.00 | | 11/27/19 | |
| 933 | | 06/20 | AP | 12/01/19 | 0036312 | HAP Cook A 122019 GRAY, LEROY L. OR CAROLYN K. | 650.00 | | 11/27/19 | |
| 933 | | 06/20 | AP | 12/01/19 | 0036286 | HAP Jenkins D 122019 BARTELT PROPERTIES L.C. | 417.00 | | 11/27/19 | |
| 933 | | 06/20 | AP | 12/01/19 | 0036286 | HAP Gebremedhin A 122019 BARTELT PROPERTIES L.C. | 705.00 | | 11/27/19 | |
| 933 | | 06/20 | AP | 12/01/19 | 0036286 | HAP Woodward C 122019 BARTELT PROPERTIES L.C. | 261.00 | | 11/27/19 | |
| 933 | | 06/20 | AP | 12/01/19 | 0036286 | HAP Cobb R 122019 BARTELT PROPERTIES L.C. | 1,051.00 | | 11/27/19 | |
| 933 | | 06/20 | AP | 12/01/19 | 0036300 | HAP Avino G 122019 EDGE MANAGEMENT GROUP, LLC | 1,003.00 | | 11/27/19 | |
| 933 | | 06/20 | AP | 12/01/19 | 0036344 | HAP Gibson T 122019 VALDIVIA, OSCAR J. | 825.00 | | 11/27/19 | |
| | | | | | | HAP Leiss L 122019 | | | | |

| 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 | | | |
| 933 | | 06/20 AP | | 12/01/19 | 0036316 | J C ENTERPRISES, INC. | 421.00 | | 11/27/19 |
| | | HAP Abben B 122019 | | | | | | | |
| 933 | | 06/20 AP | | 12/01/19 | 0036294 | COOK CO.HOUSING AUTHORITY | 692.00 | | 11/27/19 |
| | | HAP Goldstein K 122019 | | | | | | | |
| 933 | | 06/20 AP | | 12/01/19 | 0036332 | PURDY PROPERTIES, LLC | 630.00 | | 11/27/19 |
| | | HAP Schmidt D 122019 | | | | | | | |
| 933 | | 06/20 AP | | 12/01/19 | 0036332 | PURDY PROPERTIES, LLC | 950.00 | | 11/27/19 |
| | | HAP Cummings A 122019 | | | | | | | |
| 933 | | 06/20 AP | | 12/01/19 | 0036298 | D & J PROPERTIES | 235.00 | | 11/27/19 |
| | | HAP Dawson K 122019 | | | | | | | |
| 933 | | 06/20 AP | | 12/01/19 | 0036298 | D & J PROPERTIES | 507.00 | | 11/27/19 |
| | | HAP Grant F 122019 | | | | | | | |
| 933 | | 06/20 AP | | 12/01/19 | 0036298 | D & J PROPERTIES | 415.00 | | 11/27/19 |
| | | HAP Greene L 122019 | | | | | | | |
| 933 | | 06/20 AP | | 12/01/19 | 0036298 | D & J PROPERTIES | 650.00 | | 11/27/19 |
| | | HAP Bell M 122019 | | | | | | | |
| 933 | | 06/20 AP | | 12/01/19 | 0036298 | D & J PROPERTIES | 421.00 | | 11/27/19 |
| | | HAP Terry M 122019 | | | | | | | |
| 933 | | 06/20 AP | | 12/01/19 | 0036302 | EMAAD, LLC | 600.00 | | 11/27/19 |
| | | HAP Delauney C 122019 | | | | | | | |
| 933 | | 06/20 AP | | 12/01/19 | 0036297 | CV PROPERTIES, LLC | 308.00 | | 11/27/19 |
| | | HAP Barr G 122019 | | | | | | | |
| 933 | | 06/20 AP | | 12/01/19 | 0036339 | STANDARD FAMILY ASSIST.LIVING | 162.00 | | 11/27/19 |
| | | HAP REFSHAUGE T 122019 | | | | | | | |
| 933 | | 06/20 AP | | 12/01/19 | 0036290 | CEDAR APARTMENTS LLC | 532.00 | | 11/27/19 |
| | | HAP Becerra C 122019 | | | | | | | |
| 933 | | 06/20 AP | | 12/01/19 | 0036314 | HAUS TO HOME INVESTMENTS | 569.00 | | 11/27/19 |
| | | HAP Lehr B 122019 | | | | | | | |
| 933 | | 06/20 AP | | 12/01/19 | 0036319 | KYLER, DEBRA K. | 403.00 | | 11/27/19 |
| | | HAP Mussman C 122019 | | | | | | | |
| 933 | | 06/20 AP | | 12/01/19 | 0036336 | SCHUERMAN PROPERTIES, LLC | 814.00 | | 11/27/19 |
| | | HAP Mulanax W 122019 | | | | | | | |
| 933 | | 06/20 AP | | 12/01/19 | 0036336 | SCHUERMAN PROPERTIES, LLC | 895.00 | | 11/27/19 |
| | | HAP Boehmer R 122019 | | | | | | | |
| 933 | | 06/20 AP | | 12/01/19 | 0036336 | SCHUERMAN PROPERTIES, LLC | 823.00 | | 11/27/19 |
| | | HAP Jurries P 122019 | | | | | | | |
| 933 | | 06/20 AP | | 12/01/19 | 0036341 | SWEETING, LARRY | 654.00 | | 11/27/19 |
| | | HAP Schumacher D 122019 | | | | | | | |
| 933 | | 06/20 AP | | 12/01/19 | 0036343 | THUNDER RIDGE SR.APARTMENTS L | 415.00 | | 11/27/19 |
| | | HAP Turner S 122019 | | | | | | | |
| 933 | | 06/20 AP | | 12/01/19 | 0036343 | THUNDER RIDGE SR.APARTMENTS L | 203.00 | | 11/27/19 |
| | | HAP Martin H 122019 | | | | | | | |
| 933 | | 06/20 AP | | 12/01/19 | 0036343 | THUNDER RIDGE SR.APARTMENTS L | 384.00 | | 11/27/19 |
| | | HAP Strickland L 122019 | | | | | | | |
| 933 | | 06/20 AP | | 12/01/19 | 0036343 | THUNDER RIDGE SR.APARTMENTS L | 228.00 | | 11/27/19 |
| | | HAP Matthias L 122019 | | | | | | | |
| 933 | | 06/20 AP | | 12/01/19 | 0036343 | THUNDER RIDGE SR.APARTMENTS L | 418.00 | | 11/27/19 |
| | | HAP Collver L 122019 | | | | | | | |
| 933 | | 06/20 AP | | 12/01/19 | 0036343 | THUNDER RIDGE SR.APARTMENTS L | 464.00 | | 11/27/19 |

| GROUP NBR | PO NBR | ACCTG PER. | CD | TRANSACTION DATE | 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 | | | | |
| 933 | | | | | | HAP_Howe J 122019 06/20 AP 12/01/19 0036343 THUNDER RIDGE SR.APARTMENTS L | 218.00 | | | 11/27/19 |
| 933 | | | | | | HAP_Stock M 122019 06/20 AP 12/01/19 0036343 THUNDER RIDGE SR.APARTMENTS L | 351.00 | | | 11/27/19 |
| 933 | | | | | | HAP_Tiller R 122019 06/20 AP 12/01/19 0036343 THUNDER RIDGE SR.APARTMENTS L | 404.00 | | | 11/27/19 |
| 933 | | | | | | HAP_Stegen R 122019 06/20 AP 12/01/19 0036343 THUNDER RIDGE SR.APARTMENTS L | 366.00 | | | 11/27/19 |
| 933 | | | | | | HAP_Hayden J 122019 06/20 AP 12/01/19 0036343 THUNDER RIDGE SR.APARTMENTS L | 406.00 | | | 11/27/19 |
| 933 | | | | | | HAP_Lebahn B 122019 06/20 AP 12/01/19 0036343 THUNDER RIDGE SR.APARTMENTS L | 133.00 | | | 11/27/19 |
| 933 | | | | | | HAP_Youngberg L 122019 06/20 AP 12/01/19 0036343 THUNDER RIDGE SR.APARTMENTS L | 197.00 | | | 11/27/19 |
| 933 | | | | | | HAP_Vognsen P 122019 06/20 AP 12/01/19 0036343 THUNDER RIDGE SR.APARTMENTS L | 129.00 | | | 11/27/19 |
| 933 | | | | | | HAP_Garvis C 122019 06/20 AP 12/01/19 0036343 THUNDER RIDGE SR.APARTMENTS L | 386.00 | | | 11/27/19 |
| 933 | | | | | | HAP_Good S 122019 06/20 AP 12/01/19 0036343 THUNDER RIDGE SR.APARTMENTS L | 313.00 | | | 11/27/19 |
| 933 | | | | | | HAP_Ford M 122019 06/20 AP 12/01/19 0036343 THUNDER RIDGE SR.APARTMENTS L | 403.00 | | | 11/27/19 |
| 933 | | | | | | HAP_Toms L 122019 06/20 AP 12/01/19 0036343 THUNDER RIDGE SR.APARTMENTS L | 181.00 | | | 11/27/19 |
| 933 | | | | | | HAP_Derifield S 122019 06/20 AP 12/01/19 0036343 THUNDER RIDGE SR.APARTMENTS L | 212.00 | | | 11/27/19 |
| 933 | | | | | | HAP_Schleuter J 122019 06/20 AP 12/01/19 0036343 THUNDER RIDGE SR.APARTMENTS L | 485.00 | | | 11/27/19 |
| 933 | | | | | | HAP_Henning S 122019 06/20 AP 12/01/19 0036310 GLENN, MATTHEW | 301.00 | | | 11/27/19 |
| 933 | | | | | | HAP_Clayton R 122019 06/20 AP 12/01/19 0036345 VILLAGE I AT NINE23 APARTMENT | 310.00 | | | 11/27/19 |
| 933 | | | | | | HAP_Porter J 122019 06/20 AP 12/01/19 0036345 VILLAGE I AT NINE23 APARTMENT | 122.00 | | | 11/27/19 |
| 933 | | | | | | HAP_Dixon S 122019 06/20 AP 12/01/19 0036345 VILLAGE I AT NINE23 APARTMENT | 357.00 | | | 11/27/19 |
| 933 | | | | | | HAP_Mosley L 122019 06/20 AP 12/01/19 0036345 VILLAGE I AT NINE23 APARTMENT | 399.00 | | | 11/27/19 |
| 933 | | | | | | HAP_Temple S 122019 06/20 AP 12/01/19 0036345 VILLAGE I AT NINE23 APARTMENT | 240.00 | | | 11/27/19 |
| 933 | | | | | | HAP_Aswegan J 122019 06/20 AP 12/01/19 0036345 VILLAGE I AT NINE23 APARTMENT | 563.00 | | | 11/27/19 |
| 933 | | | | | | HAP_Hernandez Serr 122019 06/20 AP 12/01/19 0036345 VILLAGE I AT NINE23 APARTMENT | 669.00 | | | 11/27/19 |
| 933 | | | | | | HAP_Henderson D 122019 06/20 AP 12/01/19 0036345 VILLAGE I AT NINE23 APARTMENT | 220.00 | | | 11/27/19 |
| 933 | | | | | | HAP_Havlik C 122019 06/20 AP 12/01/19 0036345 VILLAGE I AT NINE23 APARTMENT | 327.00 | | | 11/27/19 |
| | | | | | | HAP_Gordon Jr. T 122019 | | | | |

| 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 | | | |
| 933 | | 06/20 AP | | 12/01/19 | 0036345 | VILLAGE I AT NINE23 APARTMENT | 407.00 | | 11/27/19 |
| | | HAP Smith T 122019 | | | | | | | |
| 933 | | 06/20 AP | | 12/01/19 | 0036345 | VILLAGE I AT NINE23 APARTMENT | 275.00 | | 11/27/19 |
| | | HAP Mace T 122019 | | | | | | | |
| 933 | | 06/20 AP | | 12/01/19 | 0036345 | VILLAGE I AT NINE23 APARTMENT | 224.00 | | 11/27/19 |
| | | HAP Vaughn S 122019 | | | | | | | |
| 933 | | 06/20 AP | | 12/01/19 | 0036345 | VILLAGE I AT NINE23 APARTMENT | 132.00 | | 11/27/19 |
| | | HAP Holub T 122019 | | | | | | | |
| 933 | | 06/20 AP | | 12/01/19 | 0036345 | VILLAGE I AT NINE23 APARTMENT | 437.00 | | 11/27/19 |
| | | HAP Redd A 122019 | | | | | | | |
| 933 | | 06/20 AP | | 12/01/19 | 0036345 | VILLAGE I AT NINE23 APARTMENT | 675.00 | | 11/27/19 |
| | | HAP Ambrose A 122019 | | | | | | | |
| 933 | | 06/20 AP | | 12/01/19 | 0036345 | VILLAGE I AT NINE23 APARTMENT | 86.00 | | 11/27/19 |
| | | HAP Duesenberg J 122019 | | | | | | | |
| 933 | | 06/20 AP | | 12/01/19 | 0036345 | VILLAGE I AT NINE23 APARTMENT | 471.00 | | 11/27/19 |
| | | HAP Nelson B 122019 | | | | | | | |
| 933 | | 06/20 AP | | 12/01/19 | 0036345 | VILLAGE I AT NINE23 APARTMENT | 593.00 | | 11/27/19 |
| | | HAP Fry S 122019 | | | | | | | |
| 933 | | 06/20 AP | | 12/01/19 | 0036345 | VILLAGE I AT NINE23 APARTMENT | 402.00 | | 11/27/19 |
| | | HAP Smith W 122019 | | | | | | | |
| 933 | | 06/20 AP | | 12/01/19 | 0036345 | VILLAGE I AT NINE23 APARTMENT | 519.00 | | 11/27/19 |
| | | HAP Prior L 122019 | | | | | | | |
| 933 | | 06/20 AP | | 12/01/19 | 0036345 | VILLAGE I AT NINE23 APARTMENT | 264.00 | | 11/27/19 |
| | | HAP Ford D 122019 | | | | | | | |
| 933 | | 06/20 AP | | 12/01/19 | 0036345 | VILLAGE I AT NINE23 APARTMENT | 404.00 | | 11/27/19 |
| | | HAP Aswegan S 122019 | | | | | | | |
| 933 | | 06/20 AP | | 12/01/19 | 0036345 | VILLAGE I AT NINE23 APARTMENT | 407.00 | | 11/27/19 |
| | | HAP Swartley J 122019 | | | | | | | |
| 933 | | 06/20 AP | | 12/01/19 | 0036345 | VILLAGE I AT NINE23 APARTMENT | 119.00 | | 11/27/19 |
| | | HAP Prior A 122019 | | | | | | | |
| 933 | | 06/20 AP | | 12/01/19 | 0036345 | VILLAGE I AT NINE23 APARTMENT | 574.00 | | 11/27/19 |
| | | HAP Ducharme T 122019 | | | | | | | |
| 933 | | 06/20 AP | | 12/01/19 | 0036345 | VILLAGE I AT NINE23 APARTMENT | 337.00 | | 11/27/19 |
| | | HAP Cameron J 122019 | | | | | | | |
| 933 | | 06/20 AP | | 12/01/19 | 0036345 | VILLAGE I AT NINE23 APARTMENT | 432.00 | | 11/27/19 |
| | | HAP Moore D 122019 | | | | | | | |
| 933 | | 06/20 AP | | 12/01/19 | 0036345 | VILLAGE I AT NINE23 APARTMENT | 522.00 | | 11/27/19 |
| | | HAP WILLIAMS B 122019 | | | | | | | |
| 933 | | 06/20 AP | | 12/01/19 | 0036345 | VILLAGE I AT NINE23 APARTMENT | 432.00 | | 11/27/19 |
| | | HAP Brandt D 122019 | | | | | | | |
| 933 | | 06/20 AP | | 12/01/19 | 0036345 | VILLAGE I AT NINE23 APARTMENT | 438.00 | | 11/27/19 |
| | | HAP Clark T 122019 | | | | | | | |
| 933 | | 06/20 AP | | 12/01/19 | 0036345 | VILLAGE I AT NINE23 APARTMENT | 494.00 | | 11/27/19 |
| | | HAP Carter Z 122019 | | | | | | | |
| 933 | | 06/20 AP | | 12/01/19 | 0036345 | VILLAGE I AT NINE23 APARTMENT | 337.00 | | 11/27/19 |
| | | HAP Greene D 122019 | | | | | | | |
| 933 | | 06/20 AP | | 12/01/19 | 0036291 | CEDAR FALLS UTILITIES-SEC.8 | 27.00 | | 11/27/19 |
| | | Lindgren 5732705968 | | | | | | | |
| 933 | | 06/20 AP | | 12/01/19 | 0036291 | CEDAR FALLS UTILITIES-SEC.8 | 49.00 | | 11/27/19 |

| 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 | | | | |
| 933 | | | | | Ambrose 9075028799 06/20 AP 12/01/19 0036291 | CEDAR FALLS UTILITIES-SEC.8 | 5.00 | | | 11/27/19 |
| 933 | | | | | Leiss 0893949058 06/20 AP 12/01/19 0036291 | CEDAR FALLS UTILITIES-SEC.8 | 110.00 | | | 11/27/19 |
| 933 | | | | | Carlton 4208630915 06/20 AP 12/01/19 0036291 | CEDAR FALLS UTILITIES-SEC.8 | 56.00 | | | 11/27/19 |
| 933 | | | | | Archer 9095290344 06/20 AP 12/01/19 0036291 | CEDAR FALLS UTILITIES-SEC.8 | 148.00 | | | 11/27/19 |
| 933 | | | | | Santiago-Lebron 873567879 06/20 AP 12/01/19 0036291 | CEDAR FALLS UTILITIES-SEC.8 | 4.00 | | | 11/27/19 |
| 933 | | | | | Mullins 9837918987 06/20 AP 12/01/19 0036291 | CEDAR FALLS UTILITIES-SEC.8 | 100.00 | | | 11/27/19 |
| 933 | | | | | Rule 9816666531 06/20 AP 12/01/19 0036291 | CEDAR FALLS UTILITIES-SEC.8 | 140.00 | | | 11/27/19 |
| 933 | | | | | Jenkins 3232058083 06/20 AP 12/01/19 0036291 | CEDAR FALLS UTILITIES-SEC.8 | 198.00 | | | 11/27/19 |
| 933 | | | | | Wortham 2672688415 06/20 AP 12/01/19 0036291 | CEDAR FALLS UTILITIES-SEC.8 | 32.00 | | | 11/27/19 |
| 933 | | | | | DeLauney 2110898136 06/20 AP 12/01/19 0036291 | CEDAR FALLS UTILITIES-SEC.8 | 141.00 | | | 11/27/19 |
| 933 | | | | | Boehmer 08276056267 06/20 AP 12/01/19 0036291 | CEDAR FALLS UTILITIES-SEC.8 | 166.00 | | | 11/27/19 |
| 933 | | | | | Taylor 7533187560 06/20 AP 12/01/19 0036291 | CEDAR FALLS UTILITIES-SEC.8 | 47.00 | | | 11/27/19 |
| 933 | | | | | Guzzle 7174748062 06/20 AP 12/01/19 0036291 | CEDAR FALLS UTILITIES-SEC.8 | 91.00 | | | 11/27/19 |
| 933 | | | | | Jurries 7681775462 06/20 AP 12/01/19 0036291 | CEDAR FALLS UTILITIES-SEC.8 | 130.00 | | | 11/27/19 |
| 933 | | | | | Jefferson 2860706039 06/20 AP 12/01/19 0036291 | CEDAR FALLS UTILITIES-SEC.8 | 63.00 | | | 11/27/19 |
| 933 | | | | | Redd 1307731360 06/20 AP 12/01/19 0036291 | CEDAR FALLS UTILITIES-SEC.8 | 170.00 | | | 11/27/19 |
| 933 | | | | | Cummings 2377106583 06/20 AP 12/01/19 0036292 | CHRISTOPHERSON RENTALS | 285.00 | | | 11/27/19 |
| 933 | | | | | HAP_Thoms A 122019 06/20 AP 12/01/19 0036292 | CHRISTOPHERSON RENTALS | 323.00 | | | 11/27/19 |
| 933 | | | | | HAP_Belcher J 122019 06/20 AP 12/01/19 0036292 | CHRISTOPHERSON RENTALS | 673.00 | | | 11/27/19 |
| 933 | | | | | HAP_Ricks F 122019 06/20 AP 12/01/19 0036292 | CHRISTOPHERSON RENTALS | 326.00 | | | 11/27/19 |
| 933 | | | | | HAP_Schwaab A 122019 06/20 AP 12/01/19 0036292 | CHRISTOPHERSON RENTALS | 544.00 | | | 11/27/19 |
| 933 | | | | | HAP_Brown D 122019 06/20 AP 12/01/19 0036292 | CHRISTOPHERSON RENTALS | 441.00 | | | 11/27/19 |
| 933 | | | | | HAP_Grisby C 122019 06/20 AP 12/01/19 0036292 | CHRISTOPHERSON RENTALS | 569.00 | | | 11/27/19 |
| 933 | | | | | HAP_Hunt M 122019 06/20 AP 12/01/19 0036292 | CHRISTOPHERSON RENTALS | 453.00 | | | 11/27/19 |
| | | | | | HAP_Gregory L 122019 | | | | | |

| 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 | | | | |
| 933 | | 06/20 | AP | 12/01/19 | 0036292 | CHRISTOPHERSON RENTALS | 474.00 | | | 11/27/19 |
| | | HAP Hoffert J 122019 | | | | | | | | |
| 933 | | 06/20 | AP | 12/01/19 | 0036292 | CHRISTOPHERSON RENTALS | 516.00 | | | 11/27/19 |
| | | HAP Williams L 122019 | | | | | | | | |
| 933 | | 06/20 | AP | 12/01/19 | 0036292 | CHRISTOPHERSON RENTALS | 252.00 | | | 11/27/19 |
| | | HAP Lenox J 122019 | | | | | | | | |
| 933 | | 06/20 | AP | 12/01/19 | 0036292 | CHRISTOPHERSON RENTALS | 477.00 | | | 11/27/19 |
| | | HAP Carlyle T 122019 | | | | | | | | |
| 933 | | 06/20 | AP | 12/01/19 | 0036323 | MELICK, KENT L. | 553.00 | | | 11/27/19 |
| | | HAP Drewelow D 122019 | | | | | | | | |
| 933 | | 06/20 | AP | 12/01/19 | 0036331 | PETERSEN, RANDEL | 925.00 | | | 11/27/19 |
| | | HAP Brown S 122019 | | | | | | | | |
| 933 | | 06/20 | AP | 12/01/19 | 0036324 | MHP 2216 LINCOLN STREET, LLC | 416.00 | | | 11/27/19 |
| | | HAP Cochran S 122019 | | | | | | | | |
| 933 | | 06/20 | AP | 12/01/19 | 0036324 | MHP 2216 LINCOLN STREET, LLC | 555.00 | | | 11/27/19 |
| | | HAP Purdy T 122019 | | | | | | | | |
| 933 | | 06/20 | AP | 12/01/19 | 0036324 | MHP 2216 LINCOLN STREET, LLC | 417.00 | | | 11/27/19 |
| | | HAP Wilder S 122019 | | | | | | | | |
| 933 | | 06/20 | AP | 12/01/19 | 0036324 | MHP 2216 LINCOLN STREET, LLC | 525.00 | | | 11/27/19 |
| | | HAP Rule S 122019 | | | | | | | | |
| 933 | | 06/20 | AP | 12/01/19 | 0036324 | MHP 2216 LINCOLN STREET, LLC | 427.00 | | | 11/27/19 |
| | | HAP Malone S 122019 | | | | | | | | |
| 933 | | 06/20 | AP | 12/01/19 | 0036324 | MHP 2216 LINCOLN STREET, LLC | 442.00 | | | 11/27/19 |
| | | HAP Jones T 122019 | | | | | | | | |
| 933 | | 06/20 | AP | 12/01/19 | 0036324 | MHP 2216 LINCOLN STREET, LLC | 500.00 | | | 11/27/19 |
| | | HAP Sherwood D 122019 | | | | | | | | |
| 933 | | 06/20 | AP | 12/01/19 | 0036333 | RAISTY RENTALS LLC | 743.00 | | | 11/27/19 |
| | | HAP Martinez L 122019 | | | | | | | | |
| 933 | | 06/20 | AP | 12/01/19 | 0036303 | EPM IOWA | 803.00 | | | 11/27/19 |
| | | HAP Nicholson K 122019 | | | | | | | | |
| 933 | | 06/20 | AP | 12/01/19 | 0036303 | EPM IOWA | 361.00 | | | 11/27/19 |
| | | HAP Frisch K 122019 | | | | | | | | |
| 933 | | 06/20 | AP | 12/01/19 | 0036303 | EPM IOWA | 492.00 | | | 11/27/19 |
| | | HAP Lewis H 122019 | | | | | | | | |
| 933 | | 06/20 | AP | 12/01/19 | 0036303 | EPM IOWA | 1,208.00 | | | 11/27/19 |
| | | HAP Santiago-Lebro 122019 | | | | | | | | |
| 933 | | 06/20 | AP | 12/01/19 | 0036303 | EPM IOWA | 556.00 | | | 11/27/19 |
| | | HAP Thompson T 122019 | | | | | | | | |
| 933 | | 06/20 | AP | 12/01/19 | 0036303 | EPM IOWA | 761.00 | | | 11/27/19 |
| | | HAP Harkider D 122019 | | | | | | | | |
| 933 | | 06/20 | AP | 12/01/19 | 0036303 | EPM IOWA | 614.00 | | | 11/27/19 |
| | | HAP Matt M 122019 | | | | | | | | |
| 933 | | 06/20 | AP | 12/01/19 | 0036299 | DC MANAGEMENT, LLC | 686.00 | | | 11/27/19 |
| | | HAP White M 122019 | | | | | | | | |
| 933 | | 06/20 | AP | 12/01/19 | 0036296 | CTV MANAGER, LLC | 322.00 | | | 11/27/19 |
| | | HAP Anderson B 122019 | | | | | | | | |
| 933 | | 06/20 | AP | 12/01/19 | 0036318 | KROEMER, KRAIG | 375.00 | | | 11/27/19 |
| | | HAP Currie L 122019 | | | | | | | | |
| 933 | | 06/20 | AP | 12/01/19 | 0036328 | PARRISH PROPERTIES | 825.00 | | | 11/27/19 |

| 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 | | | | |
| 933 | | | | | HAP Taylor H 122019 06/20 AP 12/01/19 0036328 | PARRISH PROPERTIES | 825.00 | | | 11/27/19 |
| 933 | | | | | HAP Jefferson S 122019 06/20 AP 12/01/19 0036320 | LEGACY RESIDENTIAL | 334.00 | | | 11/27/19 |
| 933 | | | | | HAP JORDAN L 122019 06/20 AP 12/01/19 0036285 | ARENDS INVESTMENTS | 1,100.00 | | | 11/27/19 |
| 933 | | | | | HAP Wortham W 122019 06/20 AP 12/01/19 0036327 | OWL INVESTMENTS, LLC | 507.00 | | | 11/27/19 |
| 933 | | | | | HAP Schroeder S 122019 06/20 AP 12/01/19 0036340 | SUMX, LLC | 981.00 | | | 11/27/19 |
| 933 | | | | | HAP Seaberry M 122019 06/20 AP 12/01/19 0036295 | CRESCENT CONDOMINIUMS, LLC | 435.00 | | | 11/27/19 |
| 933 | | | | | HAP Lohr K 122019 06/20 AP 12/01/19 0036313 | HARRINGTON'S RENTAL LLC | 564.00 | | | 11/27/19 |
| 933 | | | | | HAP Larronda E 122019 06/20 AP 12/01/19 0036305 | FERNHOLZ, KARI L. | 1,280.00 | | | 11/27/19 |
| 933 | | | | | HAP Carlton D 122019 06/20 AP 12/01/19 0036335 | ROGERS, DERICK | 987.00 | | | 11/27/19 |
| 933 | | | | | HAP Sherwood J 122019 06/20 AP 12/01/19 0036330 | PETERSEN RENTAL PROPERTIES, L | 801.00 | | | 11/27/19 |
| 933 | | | | | HAP Newsome A 122019 06/20 AP 12/01/19 0036317 | KAI, BRENT | 283.00 | | | 11/27/19 |
| 933 | | | | | HAP Hamilton T 122019 06/20 AP 12/01/19 0036325 | MORRIS, RICHARD R. | 858.00 | | | 11/27/19 |
| 933 | | | | | HAP Sauer M 122019 06/20 AP 12/01/19 0036338 | STAND FIRM PROPERTIES LLC | 341.00 | | | 11/27/19 |
| 933 | | | | | HAP Davis D 122019 06/20 AP 12/01/19 0036338 | STAND FIRM PROPERTIES LLC | 404.00 | | | 11/27/19 |
| 933 | | | | | HAP Hodge G 122019 06/20 AP 12/01/19 0036350 | WYMORE, LARRY R. | 500.00 | | | 11/27/19 |
| 933 | | | | | HAP MOFFETT J 122019 06/20 AP 12/01/19 0036349 | WINGSB, LLC | 101.00 | | | 11/27/19 |
| 933 | | | | | HAP Spiers A 122019 06/20 AP 12/01/19 0036349 | WINGSB, LLC | 505.00 | | | 11/27/19 |
| 933 | | | | | HAP Johnson A 122019 06/20 AP 12/01/19 0036346 | VILLAGE II AT NINE23 APARTMEN | 407.00 | | | 11/27/19 |
| 933 | | | | | HAP Harken G 122019 06/20 AP 12/01/19 0036346 | VILLAGE II AT NINE23 APARTMEN | 578.00 | | | 11/27/19 |
| 933 | | | | | HAP Wilson S 122019 06/20 AP 12/01/19 0036346 | VILLAGE II AT NINE23 APARTMEN | 401.00 | | | 11/27/19 |
| 933 | | | | | HAP Haug K 122019 06/20 AP 12/01/19 0036346 | VILLAGE II AT NINE23 APARTMEN | 344.00 | | | 11/27/19 |
| 933 | | | | | HAP Wilson J 122019 06/20 AP 12/01/19 0036346 | VILLAGE II AT NINE23 APARTMEN | 312.00 | | | 11/27/19 |
| 933 | | | | | HAP Harmon A 122019 06/20 AP 12/01/19 0036346 | VILLAGE II AT NINE23 APARTMEN | 129.00 | | | 11/27/19 |
| 933 | | | | | HAP Kodama D 122019 06/20 AP 12/01/19 0036346 | VILLAGE II AT NINE23 APARTMEN | 238.00 | | | 11/27/19 |
| | | | | | HAP King D 122019 | | | | | |

| 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 | | | |
| 933 | | 06/20 AP | | 12/01/19 | 0036346 | VILLAGE II AT NINE23 APARTMEN | 511.00 | | 11/27/19 |
| | | HAP Brown S 122019 | | | | | | | |
| 933 | | 06/20 AP | | 12/01/19 | 0036346 | VILLAGE II AT NINE23 APARTMEN | 407.00 | | 11/27/19 |
| | | HAP Loffredo C 122019 | | | | | | | |
| 933 | | 06/20 AP | | 12/01/19 | 0036346 | VILLAGE II AT NINE23 APARTMEN | 309.00 | | 11/27/19 |
| | | HAP Sommerfelt C 122019 | | | | | | | |
| 933 | | 06/20 AP | | 12/01/19 | 0036346 | VILLAGE II AT NINE23 APARTMEN | 622.00 | | 11/27/19 |
| | | HAP Miller K 122019 | | | | | | | |
| 933 | | 06/20 AP | | 12/01/19 | 0036346 | VILLAGE II AT NINE23 APARTMEN | 521.00 | | 11/27/19 |
| | | HAP Humphrey J 122019 | | | | | | | |
| 933 | | 06/20 AP | | 12/01/19 | 0036346 | VILLAGE II AT NINE23 APARTMEN | 401.00 | | 11/27/19 |
| | | HAP Lam K 122019 | | | | | | | |
| 933 | | 06/20 AP | | 12/01/19 | 0036346 | VILLAGE II AT NINE23 APARTMEN | 401.00 | | 11/27/19 |
| | | HAP Billman D 122019 | | | | | | | |
| 933 | | 06/20 AP | | 12/01/19 | 0036346 | VILLAGE II AT NINE23 APARTMEN | 339.00 | | 11/27/19 |
| | | HAP Forney A 122019 | | | | | | | |
| 933 | | 06/20 AP | | 12/01/19 | 0036346 | VILLAGE II AT NINE23 APARTMEN | 494.00 | | 11/27/19 |
| | | HAP Reams L 122019 | | | | | | | |
| 933 | | 06/20 AP | | 12/01/19 | 0036346 | VILLAGE II AT NINE23 APARTMEN | 150.00 | | 11/27/19 |
| | | HAP Frazier T 122019 | | | | | | | |
| 933 | | 06/20 AP | | 12/01/19 | 0036346 | VILLAGE II AT NINE23 APARTMEN | 191.00 | | 11/27/19 |
| | | HAP Rogers E 122019 | | | | | | | |
| 933 | | 06/20 AP | | 12/01/19 | 0036346 | VILLAGE II AT NINE23 APARTMEN | 432.00 | | 11/27/19 |
| | | HAP Humphrey E 122019 | | | | | | | |
| 933 | | 06/20 AP | | 12/01/19 | 0036346 | VILLAGE II AT NINE23 APARTMEN | 675.00 | | 11/27/19 |
| | | HAP Mullins J 122019 | | | | | | | |
| 933 | | 06/20 AP | | 12/01/19 | 0036346 | VILLAGE II AT NINE23 APARTMEN | 407.00 | | 11/27/19 |
| | | HAP Cruise B 122019 | | | | | | | |
| 933 | | 06/20 AP | | 12/01/19 | 0036346 | VILLAGE II AT NINE23 APARTMEN | 460.00 | | 11/27/19 |
| | | HAP Garrigus S 122019 | | | | | | | |
| 933 | | 06/20 AP | | 12/01/19 | 0036346 | VILLAGE II AT NINE23 APARTMEN | 304.00 | | 11/27/19 |
| | | HAP Wiedow C 122019 | | | | | | | |
| 933 | | 06/20 AP | | 12/01/19 | 0036346 | VILLAGE II AT NINE23 APARTMEN | 234.00 | | 11/27/19 |
| | | HAP Baker A 122019 | | | | | | | |
| 933 | | 06/20 AP | | 12/01/19 | 0036346 | VILLAGE II AT NINE23 APARTMEN | 407.00 | | 11/27/19 |
| | | HAP Harrenstein G 122019 | | | | | | | |
| 933 | | 06/20 AP | | 12/01/19 | 0036346 | VILLAGE II AT NINE23 APARTMEN | 381.00 | | 11/27/19 |
| | | HAP OBrien N 122019 | | | | | | | |
| 933 | | 06/20 AP | | 12/01/19 | 0036346 | VILLAGE II AT NINE23 APARTMEN | 401.00 | | 11/27/19 |
| | | HAP Nielsen J 122019 | | | | | | | |
| 933 | | 06/20 AP | | 12/01/19 | 0036346 | VILLAGE II AT NINE23 APARTMEN | 700.00 | | 11/27/19 |
| | | HAP Redd S 122019 | | | | | | | |
| 933 | | 06/20 AP | | 12/01/19 | 0036346 | VILLAGE II AT NINE23 APARTMEN | 378.00 | | 11/27/19 |
| | | HAP BALM D 122019 | | | | | | | |
| 933 | | 06/20 AP | | 12/01/19 | 0036346 | VILLAGE II AT NINE23 APARTMEN | 87.00 | | 11/27/19 |
| | | HAP Hoodjer S 122019 | | | | | | | |
| 933 | | 06/20 AP | | 12/01/19 | 0036329 | PAULSON, JAMES | 191.00 | | 11/27/19 |
| | | HAP Gordon L 122019 | | | | | | | |
| 933 | | 06/20 AP | | 12/01/19 | 0036329 | PAULSON, JAMES | 354.00 | | 11/27/19 |

| 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 | | | | | | | | | |
| 933 | | | | 06/20 | AP 12/01/19 0036301 | HAP_Topping R 122019 ELMCREST ESTATES, L.C. | 591.00 | | 11/27/19 |
| 933 | | | | 06/20 | AP 12/01/19 0036322 | HAP_Davis D 122019 MCKERNAN, JAMES M. | 522.00 | | 11/27/19 |
| 933 | | | | 06/20 | AP 12/01/19 0036307 | HAP_Buchanan J 122019 G P MANAGEMENT LLC | 410.00 | | 11/27/19 |
| 933 | | | | 06/20 | AP 12/01/19 0036342 | HAP_Wenzel J 122019 T.J.J.C. L.L.C. | 181.00 | | 11/27/19 |
| 933 | | | | 06/20 | AP 12/01/19 0036342 | HAP_Hornback K 122019 T.J.J.C. L.L.C. | 275.00 | | 11/27/19 |
| 933 | | | | 06/20 | AP 12/01/19 0036309 | HAP_Dornbrock M 122019 GERDES III, BENJAMIN P. | 438.00 | | 11/27/19 |
| 933 | | | | 06/20 | AP 12/01/19 0036309 | HAP_Johnson C 122019 GERDES III, BENJAMIN P. | 771.00 | | 11/27/19 |
| 933 | | | | 06/20 | AP 12/01/19 0036309 | HAP_Apfel A 122019 GERDES III, BENJAMIN P. | 700.00 | | 11/27/19 |
| 933 | | | | 06/20 | AP 12/01/19 0036309 | HAP_Lindgren T 122019 GERDES III, BENJAMIN P. | 283.00 | | 11/27/19 |
| 933 | | | | 06/20 | AP 12/01/19 0036309 | HAP_Allessi S 122019 GERDES III, BENJAMIN P. | 607.00 | | 11/27/19 |
| 933 | | | | 06/20 | AP 12/01/19 0036315 | HAP_Beaman D 122019 J & A PROPERTIES | 1,016.00 | | 11/27/19 |
| 933 | | | | 06/20 | AP 12/01/19 0036287 | HAP_Bailey N 122019 BARTELT RENTALS L.C. | 395.00 | | 11/27/19 |
| 933 | | | | 06/20 | AP 12/01/19 0036289 | HAP_Luck J 122019 C & H HOLDINGS LLC | 614.00 | | 11/27/19 |
| 978 | | | | 06/20 | AP 12/01/19 0036355 | HAP_Ross S 122019 MCKERNAN, JAMES M. | 725.00 | | 12/06/19 |
| 978 | | | | 06/20 | AP 12/01/19 0036353 | DEC.HAP-RAVEN PORTER CEDAR FALLS UTILITIES-SEC.8 | 21.00 | | 12/06/19 |
| 978 | | | | 06/20 | AP 12/01/19 0036353 | DEC.UTIL.PMT-RAVEN PORTER ACCT.#1690351502 | 23.00 | | 12/06/19 |
| 978 | | | | 06/20 | AP 12/01/19 0036354 | DEC.UTIL.PMT.-C. YOUNG ACCT.#1995063175 | 850.00 | | 12/06/19 |
| | | | | | | DEC.HAP-CLARIANNE YOUNG | | | |
| ACCOUNT TOTAL | | | | | | | 101,680.00 | .00 | 101,680.00 |
| 217-2214-432.89-65 MISCELLANEOUS SERVICES / ADMIN FEE DUE OTHERS | | | | | | | | | |
| 933 | | | | 06/20 | AP 12/01/19 0036294 | AF_Goldstein K 122019 COOK CO.HOUSING AUTHORITY | 34.16 | | 11/27/19 |
| ACCOUNT TOTAL | | | | | | | 34.16 | .00 | 34.16 |
| FUND TOTAL | | | | | | | 101,714.16 | .00 | 101,714.16 |

| GROUP NBR | PO NBR | ACCTG PER. | CD | DATE | TRANSACTION NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE | POST DT |
|---|--------|------------|----|----------|--------------------|--|--------|---------|-----------------|----------|
| FUND 223 COMMUNITY BLOCK GRANT | | | | | | | | | | |
| FUND 224 TRUST & AGENCY | | | | | | | | | | |
| FUND 242 STREET REPAIR FUND | | | | | | | | | | |
| 242-1240-431.92-44 | | | | | | STRUCTURE IMPROV & BLDGS / STREET RECONSTRUCTION | | | | |
| 961 | | 06/20 AP | | 12/03/19 | 0393866 | BLACK HAWK CO.RECORDER | 97.00 | | | 12/04/19 |
| | | | | | | 3141-STREET CONSTRUCTION | | | | |
| | | | | | | CYBER LANE CONDEMNAT.#537 | | | | |
| PROJECT#: 023141 | | | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 97.00 | .00 | | 97.00 |
| FUND TOTAL | | | | | | | 97.00 | .00 | | 97.00 |
| FUND 254 CABLE TV FUND | | | | | | | | | | |
| 254-1088-431.72-01 | | | | | | OPERATING SUPPLIES / OPERATING SUPPLIES | | | | |
| 878 | | 05/20 AP | | 11/04/19 | 0004714 | PROFESSIONAL SOLUTIONS | .33 | | | 12/03/19 |
| | | | | | | OCTOBER CREDIT CARD FEES | | | | |
| ACCOUNT TOTAL | | | | | | | .33 | .00 | | .33 |
| 254-1088-431.89-18 MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING | | | | | | | | | | |
| 1020 | | 06/20 AP | | 12/10/19 | 0393925 | HALL, JIM | 100.00 | | | 12/12/19 |
| | | | | | | CF BOYS SWIMMING-IC HIGH | | | | |
| PROJECT#: 759 | | | | | | | | | | |
| 1020 | | 06/20 AP | | 12/10/19 | 0393923 | ENGEL, JEFF | 100.00 | | | 12/12/19 |
| | | | | | | CF BOYS SWIMMING-IC HIGH | | | | |
| PROJECT#: 759 | | | | | | | | | | |
| 1020 | | 06/20 AP | | 12/10/19 | 0393922 | DEWITT, JASON | 85.00 | | | 12/12/19 |
| | | | | | | CF BOYS SWIMMING-IC HIGH | | | | |
| PROJECT#: 759 | | | | | | | | | | |
| 1020 | | 06/20 AP | | 12/10/19 | 0393933 | STOW, CHRISTIAN | 85.00 | | | 12/12/19 |
| | | | | | | CF BOYS SWIMMING-IC HIGH | | | | |
| PROJECT#: 759 | | | | | | | | | | |
| 1020 | | 06/20 AP | | 12/10/19 | 0393928 | LONGNECKER, JEREMIAH | 120.00 | | | 12/12/19 |
| | | | | | | CF BOYS BBALL-W'LOO WEST | | | | |
| PROJECT#: 759 | | | | | | | | | | |
| 1020 | | 06/20 AP | | 12/10/19 | 0393931 | SIMPSON, MARK | 120.00 | | | 12/12/19 |
| | | | | | | CF BOYS BBALL-W'LOO WEST | | | | |
| PROJECT#: 759 | | | | | | | | | | |
| 1007 | | 06/20 AP | | 12/05/19 | 0393911 | BENSON, ERIC | 85.00 | | | 12/10/19 |
| | | | | | | CF GIRLS BBALL-HEMPSTEAD | | | | |
| PROJECT#: 759 | | | | | | | | | | |
| 1007 | | 06/20 AP | | 12/05/19 | 0393917 | STOW, CHRISTIAN | 85.00 | | | 12/10/19 |
| | | | | | | CF GIRLS BBALL-HEMPSTEAD | | | | |
| PROJECT#: 759 | | | | | | | | | | |
| 1007 | | 06/20 AP | | 12/05/19 | 0393918 | SURMA, JOSEPH EDWARD | 85.00 | | | 12/10/19 |
| | | | | | | CF GIRLS BBALL-HEMPSTEAD | | | | |
| PROJECT#: 759 | | | | | | | | | | |
| 1007 | | 06/20 AP | | 12/05/19 | 0393913 | DEWITT, JASON | 120.00 | | | 12/10/19 |

| GROUP NBR | PO NBR | ACCTG PER. | CD | ---TRANSACTION--- DATE | NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE | POST DT |
|---|--------|------------|----|---------------------------|---------|------------------------|----------|---------|--------------------|----------|
| FUND 254 CABLE TV FUND | | | | | | | | | | |
| 254-1088-431.89-18 MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING | | | | | | continued | | | | |
| CF GIRLS BBALL-HEMPSTEAD | | | | | | CAMERA OPERATOR | | | | |
| PROJECT#: 759 | | | | | | | | | | |
| 1007 | | 06/20 AP | | 12/05/19 | 0393914 | JOACHIM, JOHN D | 120.00 | | | 12/10/19 |
| CF GIRLS BBALL-HEMPSTEAD | | | | | | ANNOUNCER | | | | |
| PROJECT#: 759 | | | | | | | | | | |
| 1007 | | 06/20 AP | | 12/05/19 | 0393916 | SIMPSON, MARK | 120.00 | | | 12/10/19 |
| CF GIRLS BBALL-HEMPSTEAD | | | | | | ANNOUNCER | | | | |
| PROJECT#: 759 | | | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 1,225.00 | .00 | 1,225.00 | |
| FUND TOTAL | | | | | | | 1,225.33 | .00 | 1,225.33 | |
| FUND 258 PARKING FUND | | | | | | | | | | |
| 258-5531-435.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES | | | | | | | | | | |
| 878 | | 05/20 AP | | 11/04/19 | 0004713 | PROFESSIONAL SOLUTIONS | 9.58 | | | 12/03/19 |
| OCTOBER CREDIT CARD FEES | | | | | | | | | | |
| 878 | | 05/20 AP | | 11/04/19 | 0004714 | PROFESSIONAL SOLUTIONS | 71.56 | | | 12/03/19 |
| OCTOBER CREDIT CARD FEES | | | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 81.14 | .00 | 81.14 | |
| FUND TOTAL | | | | | | | 81.14 | .00 | 81.14 | |
| FUND 261 TOURISM & VISITORS | | | | | | | | | | |
| 261-2291-423.73-57 OTHER SUPPLIES / GIFT SHOP | | | | | | | | | | |
| 878 | | 05/20 AP | | 11/04/19 | 0004715 | PROFESSIONAL SOLUTIONS | 21.11 | | | 12/03/19 |
| OCTOBER CREDIT CARD FEES | | | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 21.11 | .00 | 21.11 | |
| 261-2291-423.85-01 UTILITIES / UTILITIES | | | | | | | | | | |
| 978 | | 06/20 AP | | 11/13/19 | 0393905 | CEDAR FALLS UTILITIES | 891.17 | | | 12/06/19 |
| UTILITIES THRU 11/13/19 | | | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 891.17 | .00 | 891.17 | |
| 261-2291-423.89-04 MISCELLANEOUS SERVICES / SALES TAX | | | | | | | | | | |
| 878 | | 05/20 AP | | 11/07/19 | 0004708 | IOWA DEPT.OF REVENUE | 20.55 | | | 12/03/19 |
| SEMI MONTHLY SALES TAX | | | | | | VISIROR & TOURISM | | | | |
| ACCOUNT TOTAL | | | | | | | 20.55 | .00 | 20.55 | |

ITEM 43.

| GROUP | PO | ACCTG | ----TRANSACTION---- | | | DEBITS | CREDITS | CURRENT |
|------------------------------------|-----|----------|---------------------|----------|------------------------------------|------------------------|----------|----------|
| NBR | NBR | PER. | CD | DATE | NUMBER | | | BALANCE |
| | | | | | | | | POST DT |
| FUND 261 TOURISM & VISITORS | | | | | | | | |
| FUND TOTAL | | | | | | 932.83 | .00 | 932.83 |
| FUND 262 SENIOR SERVICES & COMM CT | | | | | | | | |
| 262-1092-423.87-01 | | | | | RENTALS / RENTALS | | | |
| 961 | | 06/20 AP | | 11/27/19 | 0393871 | SADIK KUCUKSARI | 250.00 | 12/04/19 |
| REFUND-SECURITY DEPOSIT | | | | | | | | |
| ACCOUNT TOTAL | | | | | | 250.00 | .00 | 250.00 |
| FUND TOTAL | | | | | | 250.00 | .00 | 250.00 |
| FUND 291 POLICE FORFEITURE FUND | | | | | | | | |
| FUND 292 POLICE RETIREMENT FUND | | | | | | | | |
| 292-5521-415.54-01 | | | | | WORKERS COMP / POLICE WORKERS COMP | | | |
| 878 | | 05/20 AP | | 11/13/19 | 0004698 | EMC RISK SERVICES, LLC | 450.00 | 12/03/19 |
| WORKERS' COMP.FEES-POLICE | | | | | | | | |
| 878 | | 05/20 AP | | 11/13/19 | 0004698 | EMC RISK SERVICES, LLC | 134.10 | 12/03/19 |
| WORKER COMP-POLICE CLAIM | | | | | | | | |
| ACCOUNT TOTAL | | | | | | 584.10 | .00 | 584.10 |
| FUND TOTAL | | | | | | 584.10 | .00 | 584.10 |
| FUND 293 FIRE RETIREMENT FUND | | | | | | | | |
| 293-4511-414.54-02 | | | | | WORKERS COMP / FIRE WORKERS COMP | | | |
| 878 | | 05/20 AP | | 11/13/19 | 0004698 | EMC RISK SERVICES, LLC | 1,542.29 | 12/03/19 |
| WORKER COMP-FIRE CLAIM | | | | | | | | |
| ACCOUNT TOTAL | | | | | | 1,542.29 | .00 | 1,542.29 |
| FUND TOTAL | | | | | | 1,542.29 | .00 | 1,542.29 |
| 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 | | | | | | | | |

ITEM 43.

| GROUP NBR | PO NBR | ACCTG PER. | CD | DATE | TRANSACTION NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE | POST DT |
|-----------|--------|------------|----|------|--------------------|--|-----------|---------|-----------------|----------|
| FUND 402 | | | | | | WASHINGTON PARK FUND | | | | |
| FUND 404 | | | | | | FEMA | | | | |
| FUND 405 | | | | | | FLOOD RESERVE FUND | | | | |
| FUND 407 | | | | | | VISION IOWA PROJECT | | | | |
| FUND 408 | | | | | | STREET IMPROVEMENT FUND | | | | |
| FUND 430 | | | | | | 2004 TIF BOND | | | | |
| FUND 431 | | | | | | 2014 BOND | | | | |
| FUND 432 | | | | | | 2003 BOND | | | | |
| FUND 433 | | | | | | 2001 TIF | | | | |
| FUND 434 | | | | | | 2000 BOND | | | | |
| FUND 435 | | | | | | 1999 TIF | | | | |
| FUND 436 | | | | | | 2012 BOND | | | | |
| | | | | | | 436-1220-431.94-83 CAPITAL PROJECTS / WEST 1ST STREET | | | | |
| | | | | | | 978 06/20 AP 12/06/19 0393908 MNN ENTERPRISES, INC. | 10,934.09 | | | 12/06/19 |
| | | | | | | 3118-W.1ST ST. RECONST. PARCEL#71-RELOCATION ASST | | | | |
| | | | | | | PROJECT#: 023118 | | | | |
| | | | | | | ACCOUNT TOTAL | 10,934.09 | .00 | 10,934.09 | |
| | | | | | | FUND TOTAL | 10,934.09 | .00 | 10,934.09 | |
| FUND 437 | | | | | | 2018 BOND | | | | |
| FUND 438 | | | | | | 2020 BOND FUND | | | | |
| FUND 439 | | | | | | 2008 BOND FUND | | | | |
| FUND 443 | | | | | | CAPITAL PROJECTS | | | | |
| FUND 472 | | | | | | PARKADE RENOVATION | | | | |
| FUND 473 | | | | | | SIDEWALK ASSESSMENT | | | | |
| FUND 483 | | | | | | ECONOMIC DEVELOPMENT | | | | |
| FUND 484 | | | | | | ECONOMIC DEVELOPMENT LAND | | | | |
| FUND 541 | | | | | | 2018 STORM WATER BONDS | | | | |
| FUND 544 | | | | | | 2008 SEWER BONDS | | | | |
| FUND 545 | | | | | | 2006 SEWER BONDS | | | | |
| FUND 546 | | | | | | SEWER IMPROVEMENT FUND | | | | |
| FUND 547 | | | | | | SEWER RESERVE FUND | | | | |
| FUND 548 | | | | | | 1997 SEWER BOND FUND | | | | |
| FUND 549 | | | | | | 1992 SEWER BOND FUND | | | | |
| FUND 550 | | | | | | 2000 SEWER BOND FUND | | | | |
| FUND 551 | | | | | | REFUSE FUND | | | | |
| | | | | | | 551-0000-213.00-00 CURRENT LIABILITY / SALES TAX PAYABLE | | | | |
| | | | | | | 878 05/20 AP 11/07/19 0004708 IOWA DEPT.OF REVENUE | 217.42 | | | 12/03/19 |
| | | | | | | SEMI MONTHLY SALES TAX COMMERCIAL GARBAGE A/R | | | | |
| | | | | | | ACCOUNT TOTAL | 217.42 | .00 | 217.42 | |
| | | | | | | 551-6675-436.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT | | | | |
| | | | | | | 878 05/20 AP 11/22/19 0004694 ADVANTAGE ADMIN-SECT.105 | 123.01 | | | 12/03/19 |
| | | | | | | HEALTH INS. REIMBURSEMENT | | | | |
| | | | | | | ACCOUNT TOTAL | 123.01 | .00 | 123.01 | |

ITEM 43.

| GROUP NBR | PO NBR | ACCTG PER. | CD | DATE | TRANSACTION NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE | POST DT |
|--|--------|------------|----|----------|--------------------|---------------------------------------|-----------|---------|-----------------|--------------------|
| FUND 551 REFUSE FUND | | | | | | | | | | |
| 551-6685-436.64-02 | | | | | | INSURANCE / HEALTH INS. REIMBURSEMENT | | | | |
| 878 | | 05/20 AP | | 11/08/19 | 0004692 | ADVANTAGE ADMIN-SECT.105 | 35.83 | | | 12/03/19 |
| | | | | | | HEALTH INS. REIMBURSEMENT | | | | |
| ACCOUNT TOTAL | | | | | | | 35.83 | .00 | 35.83 | |
| 551-6685-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES | | | | | | | | | | |
| 878 | | 05/20 AP | | 11/04/19 | 0004723 | PROFESSIONAL SOLUTIONS | 307.88 | | | 12/03/19 |
| | | | | | | OCTOBER CREDIT CARD FEES | | | | |
| 878 | | 05/20 AP | | 11/04/19 | 0004714 | PROFESSIONAL SOLUTIONS | 5.50 | | | 12/03/19 |
| | | | | | | OCTOBER CREDIT CARD FEES | | | | |
| ACCOUNT TOTAL | | | | | | | 313.38 | .00 | 313.38 | |
| 551-6685-436.85-01 UTILITIES / UTILITIES | | | | | | | | | | |
| 978 | | 06/20 AP | | 11/13/19 | 0393905 | CEDAR FALLS UTILITIES | 2,221.44 | | | 12/06/19 |
| | | | | | | UTILITIES THRU 11/13/19 | | | | |
| ACCOUNT TOTAL | | | | | | | 2,221.44 | .00 | 2,221.44 | |
| 551-6685-436.86-34 REPAIR & MAINTENANCE / BILLING & COLLECTING | | | | | | | | | | |
| 978 | | 06/20 AP | | 11/13/19 | 0393905 | CEDAR FALLS UTILITIES | 5,603.34 | | | 12/06/19 |
| | | | | | | UTILITIES THRU 11/13/19 | | | | |
| ACCOUNT TOTAL | | | | | | | 5,603.34 | .00 | 5,603.34 | |
| 551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN | | | | | | | | | | |
| 978 | | 06/20 AP | | 11/30/19 | 0393904 | BLACK HAWK CO.LANDFILL | 17,671.07 | | | 12/06/19 |
| | | | | | | LANDFILL SRV:11/16-11/30 | | | | 11/16-11/30/19 |
| ACCOUNT TOTAL | | | | | | | 17,671.07 | .00 | 17,671.07 | |
| 551-6685-436.89-04 MISCELLANEOUS SERVICES / SALES TAX | | | | | | | | | | |
| 878 | | 05/20 AP | | 11/20/19 | 0004710 | IOWA DEPT.OF REVENUE | 75.67 | | | 12/03/19 |
| | | | | | | SEMI MONTHLY SALES TAX | | | | COMMERCIAL GARBAGE |
| 878 | | 05/20 AP | | 11/07/19 | 0004708 | IOWA DEPT.OF REVENUE | 75.39 | | | 12/03/19 |
| | | | | | | SEMI MONTHLY SALES TAX | | | | COMMERCIAL GARBAGE |
| ACCOUNT TOTAL | | | | | | | 151.06 | .00 | 151.06 | |
| FUND TOTAL | | | | | | | 26,336.55 | .00 | 26,336.55 | |

| GROUP NBR | PO NBR | ACCTG PER. | CD | DATE | TRANSACTION NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE | POST DT |
|--|--------|------------|----|----------|--------------------|---|-----------|---------|-----------------|------------------|
| FUND 552 SEWER RENTAL FUND | | | | | | | | | | |
| 552-6655-436.85-01 | | | | | | UTILITIES / UTILITIES | | | | |
| 978 | | 06/20 AP | | 11/13/19 | 0393905 | CEDAR FALLS UTILITIES | 3,860.41 | | | 12/06/19 |
| | | | | | | UTILITIES THRU 11/13/19 | | | | |
| | | | | | | ACCOUNT TOTAL | 3,860.41 | .00 | 3,860.41 | |
| 552-6665-436.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT | | | | | | | | | | |
| 878 | | 05/20 AP | | 11/22/19 | 0004694 | ADVANTAGE ADMIN-SECT.105 | 46.99 | | | 12/03/19 |
| | | | | | | HEALTH INS. REIMBURSEMENT | | | | |
| 878 | | 05/20 AP | | 11/01/19 | 0004691 | ADVANTAGE ADMIN-SECT.105 | 551.09 | | | 12/03/19 |
| | | | | | | HEALTH INS. REIMBURSEMENT | | | | |
| | | | | | | ACCOUNT TOTAL | 598.08 | .00 | 598.08 | |
| 552-6665-436.86-33 REPAIR & MAINTENANCE / SLUDGE REMOVAL | | | | | | | | | | |
| 978 | | 06/20 AP | | 11/30/19 | 0393904 | BLACK HAWK CO.LANDFILL | 89.99 | | | 12/06/19 |
| | | | | | | LANDFILL SRV:11/16-11/30 | | | | 11/16-11/30/19 |
| | | | | | | ACCOUNT TOTAL | 89.99 | .00 | 89.99 | |
| 552-6665-436.86-34 REPAIR & MAINTENANCE / BILLING & COLLECTING | | | | | | | | | | |
| 978 | | 06/20 AP | | 11/13/19 | 0393905 | CEDAR FALLS UTILITIES | 5,603.33 | | | 12/06/19 |
| | | | | | | UTILITIES THRU 11/13/19 | | | | |
| | | | | | | ACCOUNT TOTAL | 5,603.33 | .00 | 5,603.33 | |
| 552-6665-436.89-04 MISCELLANEOUS SERVICES / SALES TAX | | | | | | | | | | |
| 878 | | 05/20 AP | | 11/20/19 | 0004710 | IOWA DEPT.OF REVENUE | 1,459.80 | | | 12/03/19 |
| | | | | | | SEMI MONTHLY SALES TAX | | | | COMMERCIAL SEWER |
| 878 | | 05/20 AP | | 11/07/19 | 0004708 | IOWA DEPT.OF REVENUE | 6,587.38 | | | 12/03/19 |
| | | | | | | SEMI MONTHLY SALES TAX | | | | COMMERCIAL SEWER |
| | | | | | | ACCOUNT TOTAL | 8,047.18 | .00 | 8,047.18 | |
| | | | | | | FUND TOTAL | 18,198.99 | .00 | 18,198.99 | |
| FUND 553 2004 SEWER BOND | | | | | | | | | | |
| FUND 555 STORM WATER UTILITY | | | | | | | | | | |
| 555-2230-432.86-34 | | | | | | REPAIR & MAINTENANCE / BILLING & COLLECTING | | | | |
| 978 | | 06/20 AP | | 11/13/19 | 0393905 | CEDAR FALLS UTILITIES | 5,603.33 | | | 12/06/19 |
| | | | | | | UTILITIES THRU 11/13/19 | | | | |
| | | | | | | ACCOUNT TOTAL | 5,603.33 | .00 | 5,603.33 | |

| GROUP NBR | PO NBR | ACCTG PER. | CD | DATE | TRANSACTION NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE | POST DT |
|---|--------|------------|----|----------|--------------------|---|------------|---------|-----------------|----------|
| FUND 555 STORM WATER UTILITY | | | | | | | | | | |
| FUND TOTAL | | | | | | | 5,603.33 | .00 | 5,603.33 | |
| FUND 570 SEWER ASSESSMENT | | | | | | | | | | |
| FUND 606 DATA PROCESSING FUND | | | | | | | | | | |
| 606-1078-441.82-10 | | | | | | COMMUNICATION / TELEPHONE HOLDING ACCOUNT | | | | |
| 1007 | | 06/20 AP | | 12/01/19 | 0393912 | CENTURYLINK | 53.85 | | | 12/10/19 |
| | | | | | | CITY PHONE SERV.-DEC'19 | | | | |
| 961 | | 06/20 AP | | 11/19/19 | 0393872 | VERIZON WIRELESS | 880.30 | | | 12/04/19 |
| | | | | | | WIRELESS SRV:11/20-12/19 | | | | |
| | | | | | | 11/20-12/19/19 | | | | |
| ACCOUNT TOTAL | | | | | | | 934.15 | .00 | 934.15 | |
| FUND TOTAL | | | | | | | 934.15 | .00 | 934.15 | |
| FUND 680 HEALTH INSURANCE FUND | | | | | | | | | | |
| 680-1902-457.51-01 INSURANCE / HEALTH INSURANCE | | | | | | | | | | |
| 878 | | 05/20 AP | | 11/25/19 | 0004702 | EXPRESS SCRIPTS, INC. | 10,709.27 | | | 12/03/19 |
| | | | | | | RX CLAIMS PROCESSING | | | | |
| 878 | | 05/20 AP | | 11/22/19 | 0004737 | WELLMARK IOWA | 58,016.43 | | | 12/03/19 |
| | | | | | | HEALTH CLAIMS PROCESSING | | | | |
| 878 | | 05/20 AP | | 11/18/19 | 0004701 | EXPRESS SCRIPTS, INC. | 15,477.52 | | | 12/03/19 |
| | | | | | | RX CLAIMS PROCESSING | | | | |
| 878 | | 05/20 AP | | 11/15/19 | 0004732 | WELLMARK IOWA | 48,451.72 | | | 12/03/19 |
| | | | | | | HEALTH CLAIMS PROCESSING | | | | |
| 878 | | 05/20 AP | | 11/12/19 | 0004700 | EXPRESS SCRIPTS, INC. | 10,518.10 | | | 12/03/19 |
| | | | | | | RX CLAIMS PROCESSING | | | | |
| 878 | | 05/20 AP | | 11/08/19 | 0004731 | WELLMARK IOWA | 36,930.71 | | | 12/03/19 |
| | | | | | | HEALTH CLAIMS PROCESSING | | | | |
| 878 | | 05/20 AP | | 11/04/19 | 0004699 | EXPRESS SCRIPTS, INC. | 36,383.05 | | | 12/03/19 |
| | | | | | | RX CLAIMS PROCESSING | | | | |
| 878 | | 05/20 AP | | 11/01/19 | 0004729 | WELLMARK IOWA | 34,778.12 | | | 12/03/19 |
| | | | | | | HEALTH CLAIMS PROCESSING | | | | |
| 878 | | 05/20 AP | | 11/01/19 | 0004730 | WELLMARK IOWA | 63,559.93 | | | 12/03/19 |
| | | | | | | HEALTH CLAIMS PROCESSING | | | | |
| ACCOUNT TOTAL | | | | | | | 314,824.85 | .00 | 314,824.85 | |
| 680-1902-457.51-06 INSURANCE / DENTAL INSURANCE | | | | | | | | | | |
| 878 | | 05/20 AP | | 11/04/19 | 0004733 | WELLMARK IOWA | 1,203.90 | | | 12/03/19 |
| | | | | | | NOVEMBER 2019 DENTAL | | | | |
| 878 | | 05/20 AP | | 11/04/19 | 0004734 | WELLMARK IOWA | 247.65 | | | 12/03/19 |
| | | | | | | NOVEMBER 2019 DENTAL | | | | |
| 878 | | 05/20 AP | | 11/04/19 | 0004735 | WELLMARK IOWA | 3,292.88 | | | 12/03/19 |
| | | | | | | NOVEMBER 2019 DENTAL | | | | |
| 878 | | 05/20 AP | | 11/04/19 | 0004736 | WELLMARK IOWA | 1,477.20 | | | 12/03/19 |
| | | | | | | NOVEMBER 2019 DENTAL | | | | |
| | | | | | | PUBLIC WORKS/PARKS UNION | | | | |

| GROUP NBR | PO NBR | ACCTG PER. | CD | DATE | TRANSACTION NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE | POST DT | |
|--|--------|------------|----|----------|--------------------|------------------------|------------|---------|-----------------|----------|--|
| FUND 680 HEALTH INSURANCE FUND | | | | | | | | | | | |
| 680-1902-457.51-06 INSURANCE / DENTAL INSURANCE | | | | | | | | | | | |
| | | | | | | | continued | | | | |
| ACCOUNT TOTAL | | | | | | | 6,221.63 | .00 | 6,221.63 | | |
| FUND TOTAL | | | | | | | 321,046.48 | .00 | 321,046.48 | | |
| FUND 681 HEALTH SEVERANCE | | | | | | | | | | | |
| 681-1902-457.51-10 INSURANCE / HEALTH SEVERANCE PAYMENTS | | | | | | | | | | | |
| 1020 | | 06/20 AP | | 12/11/19 | 0393929 | LUX, JOSH | 102.80 | | | 12/12/19 | |
| RMB:HEALTH SEV.1/2 NOV'19 | | | | | | | | | | | |
| 1007 | | 06/20 AP | | 12/09/19 | 0393915 | REGENOLD, SHARON K. | 212.21 | | | 12/10/19 | |
| RMB:OCT. 2019 HEALTH SEV. | | | | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 315.01 | .00 | 315.01 | | |
| FUND TOTAL | | | | | | | 315.01 | .00 | 315.01 | | |
| FUND 682 HEALTH INSURANCE - FIRE | | | | | | | | | | | |
| FUND 685 VEHICLE MAINTENANCE FUND | | | | | | | | | | | |
| FUND 686 PAYROLL FUND | | | | | | | | | | | |
| 686-0000-222.01-00 PAYROLL LIABILITY / FEDERAL TAXES | | | | | | | | | | | |
| 878 | | 05/20 AP | | 11/25/19 | 0004725 | UNITED STATES TREASURY | 61,522.07 | | | 12/03/19 | |
| FEDERAL WITHHOLDING TAX | | | | | | | | | | | |
| 11/22/19 PAYROLL | | | | | | | | | | | |
| 878 | | 05/20 AP | | 11/12/19 | 0004724 | UNITED STATES TREASURY | 62,007.42 | | | 12/03/19 | |
| FEDERAL WITHHOLDING TAX | | | | | | | | | | | |
| 11/08/19 PAYROLL | | | | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 123,529.49 | .00 | 123,529.49 | | |
| 686-0000-222.02-00 PAYROLL LIABILITY / STATE WITHHOLDING | | | | | | | | | | | |
| 878 | | 05/20 AP | | 11/25/19 | 0004711 | IOWA DEPT.OF REVENUE | 28,174.79 | | | 12/03/19 | |
| STATE WITHHOLDING TAX | | | | | | | | | | | |
| 11/22/19 PAYROLL | | | | | | | | | | | |
| 878 | | 05/20 AP | | 11/08/19 | 0004709 | IOWA DEPT.OF REVENUE | 28,496.39 | | | 12/03/19 | |
| STATE WITHHOLDING TAX | | | | | | | | | | | |
| 11/08/19 PAYROLL | | | | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 56,671.18 | .00 | 56,671.18 | | |
| 686-0000-222.03-00 PAYROLL LIABILITY / FICA | | | | | | | | | | | |
| 878 | | 05/20 AP | | 11/25/19 | 0004725 | UNITED STATES TREASURY | 66,373.86 | | | 12/03/19 | |
| SS & MQGE/MEDICARE TAX | | | | | | | | | | | |
| 11/22/19 PAYROLL | | | | | | | | | | | |
| 878 | | 05/20 AP | | 11/12/19 | 0004724 | UNITED STATES TREASURY | 67,933.16 | | | 12/03/19 | |
| SS & MQGE/MEDICARE TAX | | | | | | | | | | | |
| 11/08/19 PAYROLL | | | | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 134,307.02 | .00 | 134,307.02 | | |

| GROUP NBR | PO NBR | ACCTG PER. | CD | DATE | ---TRANSACTION--- NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE | POST DT |
|---|--------|------------|----|----------|-----------------------------|------------------------------------|------------|---------|-----------------|----------|
| FUND 686 PAYROLL FUND | | | | | | | | | | |
| 686-0000-222.04-00 | | | | | | PAYROLL LIABILITY / IPERS | | | | |
| 878 | | 05/20 AP | | 11/26/19 | 0004707 | I.P.E.R.S. | 125,960.51 | | | 12/03/19 |
| | | | | | | IPERS NOVEMBER 2019 | | | | |
| | | | | | | ACCOUNT TOTAL | 125,960.51 | .00 | 125,960.51 | |
| 686-0000-222.05-00 PAYROLL LIABILITY / OTHER DEDUCTIONS PAYABLE | | | | | | | | | | |
| 964 | | 06/20 AP | | 12/04/19 | 0393865 | ADVANTAGE ADMINISTRATORS | 6,948.31 | | | 12/04/19 |
| | | | | | | CAFETERIA PLAN:12/06/19 | | | | |
| 878 | | 05/20 AP | | 11/25/19 | 0004696 | COLLECTION SERVICES CENTER | 1,028.96 | | | 12/03/19 |
| | | | | | | CHILD SUPPORT PAYMENTS | | | | |
| | | | | | | 11/22/19 PAYROLL | | | | |
| 878 | | 05/20 AP | | 11/20/19 | 0004728 | VOYA FINANCIAL | 8,716.47 | | | 12/03/19 |
| | | | | | | EMPLOYEE 457 CONTRIBUTION | | | | |
| | | | | | | 11/22/19 PAYROLL | | | | |
| 878 | | 05/20 AP | | 11/12/19 | 0004695 | COLLECTION SERVICES CENTER | 1,028.96 | | | 12/03/19 |
| | | | | | | CHILD SUPPORT PAYMENTS | | | | |
| | | | | | | 11/08/19 PAYROLL | | | | |
| 878 | | 05/20 AP | | 11/06/19 | 0004727 | VOYA FINANCIAL | 9,016.47 | | | 12/03/19 |
| | | | | | | EMPLOYEE 457 CONTRIBUTION | | | | |
| | | | | | | 11/08/19 PAYROLL | | | | |
| | | | | | | ACCOUNT TOTAL | 26,739.17 | .00 | 26,739.17 | |
| 686-0000-222.14-00 PAYROLL LIABILITY / POLICE & FIRE RETIREMENT | | | | | | | | | | |
| 878 | | 05/20 AP | | 11/27/19 | 0004712 | MUNICIPAL FIRE & POLICE RETIR | 123,594.44 | | | 12/03/19 |
| | | | | | | POLICE RETIREMENT | | | | |
| 878 | | 05/20 AP | | 11/27/19 | 0004712 | MUNICIPAL FIRE & POLICE RETIR | 33,062.69 | | | 12/03/19 |
| | | | | | | FIRE RETIREMENT | | | | |
| | | | | | | ACCOUNT TOTAL | 156,657.13 | .00 | 156,657.13 | |
| | | | | | | FUND TOTAL | 623,864.50 | .00 | 623,864.50 | |
| FUND 687 WORKERS COMPENSATION FUND | | | | | | | | | | |
| 687-1902-457.51-02 | | | | | | INSURANCE / WORKERS COMP INSURANCE | | | | |
| 878 | | 05/20 AP | | 11/13/19 | 0004698 | EMC RISK SERVICES, LLC | 2,250.00 | | | 12/03/19 |
| | | | | | | WORKERS' COMP. ADMIN FEES | | | | |
| | | | | | | ACCOUNT TOTAL | 2,250.00 | .00 | 2,250.00 | |
| | | | | | | FUND TOTAL | 2,250.00 | .00 | 2,250.00 | |

| GROUP NBR | PO NBR | ACCTG PER. | CD | DATE | ---TRANSACTION--- NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE | POST DT |
|--|-----------|---------------|----|----------|-----------------------------|-------------------------------|-----------|---------|--------------------|----------|
| FUND 688 LTD INSURANCE FUND | | | | | | | | | | |
| 688-1902-457.51-03 INSURANCE / LTD INSURANCE | | | | | | | | | | |
| 945 | | 06/20 AP | | 12/01/19 | 0393861 | MADISON NATIONAL LIFE INS.CO. | 3,749.33 | | | 12/02/19 |
| LTD - DECEMBER 2019 | | | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 3,749.33 | .00 | 3,749.33 | |
| 688-1902-457.51-04 INSURANCE / LIFE INSURANCE | | | | | | | | | | |
| 945 | | 06/20 AP | | 12/01/19 | 0393864 | STANDARD INSURANCE COMPANY | 3,444.37 | | | 12/02/19 |
| GROUP LIFE AD/D-DEC'19 | | | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 3,444.37 | .00 | 3,444.37 | |
| FUND TOTAL | | | | | | | 7,193.70 | .00 | 7,193.70 | |
| FUND 689 LIABILITY INSURANCE FUND | | | | | | | | | | |
| 689-1902-457.51-05 INSURANCE / LIABILITY INSURANCE | | | | | | | | | | |
| 878 | | 05/20 AP | | 11/13/19 | 0004698 | EMC RISK SERVICES, LLC | 1,900.00 | | | 12/03/19 |
| LIABILITY ADMIN. FEES | | | | | | | | | | |
| 878 | | 05/20 AP | | 11/13/19 | 0004698 | EMC RISK SERVICES, LLC | 2,632.33 | | | 12/03/19 |
| LIABILITY CLAIMS | | | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 4,532.33 | .00 | 4,532.33 | |
| FUND TOTAL | | | | | | | 4,532.33 | .00 | 4,532.33 | |
| FUND 724 TRUST & AGENCY | | | | | | | | | | |
| 724-0000-487.50-01 TRANSFERS OUT / TRANSFERS TO GENERAL FUND | | | | | | | | | | |
| 1020 | | 06/20 AP | | 12/11/19 | 0393924 | GENERAL FUND | 44,279.99 | | | 12/12/19 |
| PROPERTY TAX PAYMENT | | | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 44,279.99 | .00 | 44,279.99 | |
| FUND TOTAL | | | | | | | 44,279.99 | .00 | 44,279.99 | |
| FUND 727 GREENWOOD CEMETERY P-CARE | | | | | | | | | | |
| FUND 728 FAIRVIEW CEMETERY P-CARE | | | | | | | | | | |
| FUND 729 HILLSIDE CEMETERY P-CARE | | | | | | | | | | |
| FUND 790 FLOOD LEVY | | | | | | | | | | |

PREPARED 12/12/2019, 13:10:53
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

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ACCOUNTING PERIOD 05/2020

ITEM 43.

| GROUP | PO | ACCTG | ---TRANSACTION--- | | | | | | CURRENT |
|-------------|-----|-------|-------------------|------|--------|-------------|--------------|---------|--------------|
| NBR | NBR | PER. | CD | DATE | NUMBER | DESCRIPTION | DEBITS | CREDITS | BALANCE |
| | | | | | | | | | POST DT |
| GRAND TOTAL | | | | | | | 1,356,891.57 | 4.00 | 1,356,891.57 |

Council Invoices for Council Meeting 12/16/19

PREPARED 12/12/2019, 13:05:35
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 1
 ACCOUNTING PERIOD 05/2020

ITEM 43.

| GROUP | PO | ACCTG | --- | TRANSACTION--- | --- | --- | --- | --- | --- | --- | --- | --- | --- | |
|---|-----|--|-----|----------------|---------|-------------------------------|----------|----------|---------|---------|------|----------|----------|--|
| NBR | NBR | PER. | CD | DATE | NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT | BALANCE | POST | DT | --- | |
| FUND 101 GENERAL FUND | | | | | | | | | | | | | | |
| 101-1008-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES | | | | | | | | | | | | | | |
| 1008 | | 06/20 | AP | 12/10/19 | 0000000 | LEGISLATIVE SERVICES AGENCY | 25.00 | | | | | 12/12/19 | | |
| | | 2019 IOWA ACTS | | | | | | | | | | | | |
| 927 | | 06/20 | AP | 11/25/19 | 0000000 | STOREY KENWORTHY | .67 | | | | | 12/12/19 | | |
| | | LEGAL TRAY | | | | | | | | | | | | |
| 1008 | | 06/20 | AP | 11/21/19 | 0000000 | STOREY KENWORTHY | 5.91 | | | | | 12/12/19 | | |
| | | ENVELOPES, POST ITS, TAPE PENS | | | | | | | | | | | | |
| 1008 | | 06/20 | AP | 11/21/19 | 0000000 | STOREY KENWORTHY | 21.43 | | | | | 12/12/19 | | |
| | | COPY PAPER | | | | | | | | | | | | |
| 1008 | | 06/20 | AP | 11/11/19 | 0000000 | STOREY KENWORTHY | 21.43 | | | | | 12/12/19 | | |
| | | COPY PAPER | | | | | | | | | | | | |
| 927 | | 06/20 | AP | 11/07/19 | 0000000 | STOREY KENWORTHY | 1.34 | | | | | 12/12/19 | | |
| | | LEGAL TRAY | | | | | | | | | | | | |
| 1008 | | 06/20 | AP | 11/04/19 | 0000000 | STOREY KENWORTHY | 3.47 | | | | | 12/12/19 | | |
| | | SHARPIE, CORR TAPE, LGL PAD | | | | | | | | | | | | |
| | | ACCOUNT TOTAL | | | | | | 79.25 | .00 | | | | 79.25 | |
| | | | | | | | | | | | | | | |
| 101-1028-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES | | | | | | | | | | | | | | |
| 1008 | | 06/20 | AP | 11/30/19 | 0000000 | ACOM SOLUTIONS, INC. | 575.00 | | | | | 12/12/19 | | |
| | | AP LASER CHECK STOCK | | | | | | | | | | | | |
| 1008 | | 06/20 | AP | 11/25/19 | 0000000 | STOREY KENWORTHY | 76.51 | | | | | 12/12/19 | | |
| | | CP 8-20 LASER PERF PAPER | | | | | | | | | | | | |
| 927 | | 06/20 | AP | 11/25/19 | 0000000 | STOREY KENWORTHY | 1.10 | | | | | 12/12/19 | | |
| | | LEGAL TRAY | | | | | | | | | | | | |
| 1008 | | 06/20 | AP | 11/21/19 | 0000000 | STOREY KENWORTHY | 24.27 | | | | | 12/12/19 | | |
| | | ENVELOPES, POST ITS, TAPE PENS, SPINES | | | | | | | | | | | | |
| 1008 | | 06/20 | AP | 11/21/19 | 0000000 | STOREY KENWORTHY | 50.04 | | | | | 12/12/19 | | |
| | | COPY PAPER | | | | | | | | | | | | |
| 1008 | | 06/20 | AP | 11/11/19 | 0000000 | STOREY KENWORTHY | 50.04 | | | | | 12/12/19 | | |
| | | COPY PAPER | | | | | | | | | | | | |
| 927 | | 06/20 | AP | 11/07/19 | 0000000 | STOREY KENWORTHY | 2.20 | | | | | 12/12/19 | | |
| | | LEGAL TRAY | | | | | | | | | | | | |
| 1008 | | 06/20 | AP | 11/04/19 | 0000000 | STOREY KENWORTHY | 26.20 | | | | | 12/12/19 | | |
| | | SHARPIE, CORR TAPE, LGL PAD STAMP, PEN, LINED POST ITS | | | | | | | | | | | | |
| | | ACCOUNT TOTAL | | | | | | 805.36 | .00 | | | | 805.36 | |
| | | | | | | | | | | | | | | |
| 101-1028-441.81-48 PROFESSIONAL SERVICES / CONTRACT SERVICES | | | | | | | | | | | | | | |
| 996 | | 06/20 | AP | 09/03/19 | 0000000 | CUSTOMIZED HR SOLUTIONS, LLC | 2,475.00 | | | | | 12/12/19 | | |
| | | REVIEW SEV. SEV SICK LEAVE POLICY | | | | | | | | | | | | |
| | | ACCOUNT TOTAL | | | | | | 2,475.00 | .00 | | | | 2,475.00 | |
| | | | | | | | | | | | | | | |
| 101-1028-441.81-50 PROFESSIONAL SERVICES / PRE-EMPLOYMENT PHYSICALS | | | | | | | | | | | | | | |
| 1008 | | 06/20 | AP | 10/14/19 | 0000000 | MERCYONE WATERLOO MEDICAL CEN | 1,874.00 | | | | | 12/12/19 | | |
| | | PRE-EMPLOY. PHYS-SEPT'19 | | | | | | | | | | | | |

| GROUP NBR | PO NBR | ACCTG PER. | CD | DATE | TRANSACTION NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE | POST DT |
|-----------------------|--------|------------|----|----------|--------------------|--|----------|---------|-----------------|----------|
| FUND 101 GENERAL FUND | | | | | | | | | | |
| 101-1028-441.81-50 | | | | | | PROFESSIONAL SERVICES / PRE-EMPLOYMENT PHYSICALS | | | | |
| 1008 | | 06/20 AP | | 09/10/19 | 0000000 | MERCYONE WATERLOO MEDICAL CEN | 1,430.00 | | | 12/12/19 |
| | | | | | | PRE-EMPLOY.PHYS-AUG'19 | | | | |
| 1008 | | 06/20 AP | | 08/10/19 | 0000000 | MERCYONE WATERLOO MEDICAL CEN | 1,406.00 | | | 12/12/19 |
| | | | | | | PRE-EMPLOY.PHYS-JULY'19 | | | | |
| 1008 | | 06/20 AP | | 08/10/19 | 0000000 | MERCYONE WATERLOO MEDICAL CEN | 720.00 | | | 12/12/19 |
| | | | | | | PRE-EMPLOY.PHYS-MAY'19 | | | | |
| | | | | | | ACCOUNT TOTAL | 5,430.00 | .00 | 5,430.00 | |
| | | | | | | | | | | |
| 101-1028-441.81-52 | | | | | | PROFESSIONAL SERVICES / DRUG TESTING | | | | |
| 1008 | | 06/20 AP | | 10/14/19 | 0000000 | MERCYONE WATERLOO MEDICAL CEN | 455.00 | | | 12/12/19 |
| | | | | | | DRUG TESTING-SEPT'19 | | | | |
| | | | | | | ACCOUNT TOTAL | 455.00 | .00 | 455.00 | |
| | | | | | | | | | | |
| 101-1028-441.81-53 | | | | | | PROFESSIONAL SERVICES / JOB NOTICES | | | | |
| 996 | | 06/20 AP | | 12/01/19 | 0000000 | COURIER COMMUNICATIONS-ADVERT | 467.00 | | | 12/12/19 |
| | | | | | | DEC 30K IMPRESSIONS | | | | |
| 996 | | 06/20 AP | | 11/25/19 | 0000000 | COURIER COMMUNICATIONS-ADVERT | 39.00 | | | 12/12/19 |
| | | | | | | ONLINE SEARCH BOOST | | | | |
| 996 | | 06/20 AP | | 11/17/19 | 0000000 | COURIER COMMUNICATIONS-ADVERT | 217.00 | | | 12/12/19 |
| | | | | | | JOB AD:PT ADMIN.ASSIST. ONLINE | | | | |
| 996 | | 06/20 AP | | 11/12/19 | 0000000 | COURIER COMMUNICATIONS-ADVERT | 33.00 | | | 12/12/19 |
| | | | | | | JOB AD:PT ADMIN.ASSIST. PULSE | | | | |
| 996 | | 06/20 AP | | 11/11/19 | 0000000 | COURIER COMMUNICATIONS-ADVERT | 234.00 | | | 12/12/19 |
| | | | | | | JOB AD:MAINT WORKER ONLINE | | | | |
| 996 | | 06/20 AP | | 11/10/19 | 0000000 | COURIER COMMUNICATIONS-ADVERT | 112.00 | | | 12/12/19 |
| | | | | | | JOB AD:PT ADMIN ASSIST. COURIER | | | | |
| 996 | | 06/20 AP | | 11/10/19 | 0000000 | COURIER COMMUNICATIONS-ADVERT | 100.00 | | | 12/12/19 |
| | | | | | | JOB AD:PT ADMIN ASSIST. EMPLOYMENT PACKGES | | | | |
| 996 | | 06/20 AP | | 11/10/19 | 0000000 | COURIER COMMUNICATIONS-ADVERT | 21.00 | | | 12/12/19 |
| | | | | | | JOB AD:PT ADMIN ASSIST. EMPLOYMENT PACKGES | | | | |
| 996 | | 06/20 AP | | 11/05/19 | 0000000 | COURIER COMMUNICATIONS-ADVERT | 33.00 | | | 12/12/19 |
| | | | | | | JOB AD:MAINTENANCE WORKER PULSE | | | | |
| | | | | | | ACCOUNT TOTAL | 1,256.00 | .00 | 1,256.00 | |
| | | | | | | | | | | |
| 101-1028-441.81-55 | | | | | | PROFESSIONAL SERVICES / EMPLOYEE ASSISTANCE PROG | | | | |
| 1008 | | 06/20 AP | | 11/18/19 | 0000000 | MERCYONE WATERLOO HOME HEALTH | 450.00 | | | 12/12/19 |
| | | | | | | EMPL.ASSISTANCE PROGRAM | | | | |
| | | | | | | ACCOUNT TOTAL | 450.00 | .00 | 450.00 | |
| | | | | | | | | | | |
| 101-1028-441.81-56 | | | | | | PROFESSIONAL SERVICES / EMPLOYEE WELLNESS PROG | | | | |
| 996 | | 06/20 AP | | 12/05/19 | 0000000 | CINTAS FIRST AID & SAFETY | 30.31 | | | 12/12/19 |

| GROUP NBR | PO NBR | ACCTG PER. | CD | DATE | ---TRANSACTION--- NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE POST DT |
|---|--------|------------|----|----------|-----------------------------|----------------------------------|----------|---------|-------------------------------|
| FUND 101 GENERAL FUND | | | | | | | | | |
| 101-1028-441.81-56 PROFESSIONAL SERVICES / EMPLOYEE WELLNESS PROG | | | | | | continued | | | |
| RESTOCK FIRST AID CABINET | | | | | | | | | |
| 962 | | 06/20 AP | | 11/14/19 | 0132934 | US BANK | 1,620.00 | | 12/06/19 |
| HY-VEE CEDAR FALLS 1052 | | | | | | GIFT CARDS-WELLNESS PRGM | | | |
| ACCOUNT TOTAL | | | | | | | 1,650.31 | .00 | 1,650.31 |
| 101-1028-441.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS | | | | | | | | | |
| 962 | | 06/20 AP | | 10/31/19 | 0132934 | US BANK | 215.00 | | 12/06/19 |
| NEPELRA | | | | | | MEMBERSHIP-B BALVANZ 2020 | | | |
| ACCOUNT TOTAL | | | | | | | 215.00 | .00 | 215.00 |
| 101-1048-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES | | | | | | | | | |
| 927 | | 06/20 AP | | 11/25/19 | 0000000 | STOREY KENWORTHY | .32 | | 12/12/19 |
| LEGAL TRAY | | | | | | | | | |
| 1008 | | 06/20 AP | | 11/21/19 | 0000000 | STOREY KENWORTHY | 2.78 | | 12/12/19 |
| ENVELOPES, POST ITS, TAPE | | | | | | PENS | | | |
| 1008 | | 06/20 AP | | 11/21/19 | 0000000 | STOREY KENWORTHY | 4.29 | | 12/12/19 |
| COPY PAPER | | | | | | | | | |
| 1008 | | 06/20 AP | | 11/11/19 | 0000000 | STOREY KENWORTHY | 4.29 | | 12/12/19 |
| COPY PAPER | | | | | | | | | |
| 927 | | 06/20 AP | | 11/07/19 | 0000000 | STOREY KENWORTHY | .63 | | 12/12/19 |
| LEGAL TRAY | | | | | | | | | |
| 1008 | | 06/20 AP | | 11/04/19 | 0000000 | STOREY KENWORTHY | 1.64 | | 12/12/19 |
| SHARPIE, CORR TAPE, LGL PAD | | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 13.95 | .00 | 13.95 |
| 101-1048-441.72-11 OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES | | | | | | | | | |
| 1008 | | 06/20 AP | | 12/01/19 | 0000000 | THOMSON REUTERS - WEST | 572.45 | | 12/12/19 |
| WESTLAW INFORMATION | | | | | | 11/01/19-11/30/19 | | | |
| 996 | | 06/20 AP | | 11/15/19 | 0000000 | PROGRESSIVE BUSINESS PUBLICAT | 177.84 | | 12/12/19 |
| SUPERVISORS SAFETY BULL. | | | | | | 1-YR SUBSC. | | | |
| ACCOUNT TOTAL | | | | | | | 750.29 | .00 | 750.29 |
| 101-1048-441.81-29 PROFESSIONAL SERVICES / LEGAL CONSULTANTS | | | | | | | | | |
| 1008 | | 06/20 AP | | 12/06/19 | 0000000 | DAVIS, BROWN, KOEHN, SHORS & ROB | 483.00 | | 12/12/19 |
| LGL:HIPAA | | | | | | 10/31/19-12/04/19 | | | |
| 996 | | 06/20 AP | | 12/03/19 | 0000000 | BALLER STOKES & LIDE PC | 1,621.25 | | 12/12/19 |
| LGL: CEDAR FALLS UTILITIES | | | | | | NOVEMBER 2019 | | | |
| 1015 | | 06/20 AP | | 12/02/19 | 0000000 | REDFERN, MASON, LARSEN & MOORE, | 40.00 | | 12/12/19 |
| LGL: GENERAL MATTERS | | | | | | 11/12/19 | | | |
| 1015 | | 06/20 AP | | 12/01/19 | 0000000 | REDFERN, MASON, LARSEN & MOORE, | 247.00 | | 12/12/19 |
| LGL: GREENHILL VILL. 9TH AD | | | | | | 11/07/19-11/27/19 | | | |

| GROUP NBR | PO NBR | ACCTG PER. | CD | DATE | ---TRANSACTION--- NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE | POST DT | |
|--|--------|---------------|----|----------|-----------------------------|---|----------|----------|--------------------|----------|----------|
| FUND 101 GENERAL FUND | | | | | | | | | | | |
| 101-1048-441.81-29 PROFESSIONAL SERVICES / LEGAL CONSULTANTS | | | | | | continued | | | | | |
| PROJECT#: 023006 | | | | | | | | | | | |
| 996 | | 06/20 AP | | 11/27/19 | 0000000 | AHLERS AND COONEY, P.C. 10/31/19 | 256.00 | | | 12/12/19 | |
| 996 | | 06/20 AP | | 11/22/19 | 0000000 | AHLERS AND COONEY, P.C. 10/28/19-11/13/19 | 543.52 | | | 12/12/19 | |
| 996 | | 06/20 AP | | 11/12/19 | 0000000 | DAVIS, BROWN, KOEHN, SHORS & ROB 10/02/19 | 73.00 | | | 12/12/19 | |
| 996 | | 06/20 AP | | 08/29/19 | 0000000 | BALLER STOKES & LIDE PC JULY 2019 | 1,796.25 | | | 12/12/19 | |
| 996 | | 06/20 AP | | 07/16/19 | 0000000 | BALLER STOKES & LIDE PC JUNE 2019 | 3,173.75 | | | 12/12/19 | |
| | | ACCOUNT TOTAL | | | | | | 8,233.77 | .00 | | 8,233.77 |
| 101-1048-441.81-51 PROFESSIONAL SERVICES / POST-EMPLOYMENT PHYSICALS | | | | | | | | | | | |
| 1008 | | 06/20 AP | | 10/14/19 | 0000000 | MERCYONE WATERLOO MEDICAL CEN | 714.00 | | | 12/12/19 | |
| 1008 | | 06/20 AP | | 09/10/19 | 0000000 | MERCYONE WATERLOO MEDICAL CEN POST-EMPLOY.PHYS-SEPT'19 | 845.00 | | | 12/12/19 | |
| 1008 | | 06/20 AP | | 08/10/19 | 0000000 | MERCYONE WATERLOO MEDICAL CEN POST-EMPLOY.PHYS-JULY'19 | 1,227.00 | | | 12/12/19 | |
| | | ACCOUNT TOTAL | | | | | | 2,786.00 | .00 | | 2,786.00 |
| 101-1048-441.81-99 PROFESSIONAL SERVICES / CIVIL SERVICE COMMISSION | | | | | | | | | | | |
| 994 | | 06/20 AP | | 11/21/19 | 0000000 | STANARD & ASSOCIATES, INC. PSO APPLICANT TESTING | 93.00 | | | 12/12/19 | |
| | | ACCOUNT TOTAL | | | | | | 93.00 | .00 | | 93.00 |
| 101-1048-441.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS | | | | | | | | | | | |
| 962 | | 06/20 AP | | 11/05/19 | 0132934 | US BANK IOWA LEAGUE OF CITIES | 35.00 | | | 12/06/19 | |
| | | ACCOUNT TOTAL | | | | | | 35.00 | .00 | | 35.00 |
| 101-1048-441.83-06 TRANSPORTATION&EDUCATION / EDUCATION | | | | | | | | | | | |
| 962 | | 06/20 AP | | 11/05/19 | 0132934 | US BANK IOWA LEAGUE OF CITIES | 80.00 | | | 12/06/19 | |
| | | ACCOUNT TOTAL | | | | | | 80.00 | .00 | | 80.00 |
| 101-1060-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES | | | | | | | | | | | |
| 963 | | 06/20 AP | | 11/18/19 | 0132934 | US BANK | 21.76 | | | 12/06/19 | |

| GROUP NBR | PO NBR | ACCTG PER. | CD | DATE | TRANSACTION NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE | POST DT |
|---|--------|------------|----|----------|--------------------|-----------------------------------|--------|---------|-----------------|----------|
| FUND 101 GENERAL FUND | | | | | | | | | | |
| 101-1060-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES | | | | | | continued | | | | |
| | | | | | | AMAZON.COM*1469D67D3 AMZN | | | | |
| 963 | | 06/20 AP | | 11/08/19 | 0132934 | US BANK A-Z EXPANDING FILE | 7.75 | | | 12/06/19 |
| | | | | | | AMZN MKTP US*XD6HB2ID3 AM | | | | |
| 963 | | 06/20 AP | | 11/07/19 | 0132934 | US BANK 4OZ PLASTIC SQUEEZE BOTTL | 4.99 | | | 12/06/19 |
| | | | | | | AMZN MKTP US*UT7SC5703 AM | | | | |
| 963 | | 06/20 AP | | 10/29/19 | 0132934 | US BANK ACRYLIC PAINT BRUSHES SET | 66.00 | | | 12/06/19 |
| | | | | | | AMZN MKTP US*YI58S36R3 | | | | |
| 963 | | 06/20 AP | | 10/28/19 | 0132934 | US BANK CONFETTI SPHERE PAPERWEIG | 43.12 | | | 12/06/19 |
| | | | | | | AMZN MKTP US*G04PN1H33 | | | | |
| 963 | | 06/20 AP | | 10/28/19 | 0132934 | US BANK YELLOW FLOWER PAPERWEIGHT | 54.00 | | | 12/06/19 |
| | | | | | | AMZN MKTP US*ZW3DQ48P3 | | | | |
| 963 | | 06/20 AP | | 10/28/19 | 0132934 | US BANK GLASS CIRCUS PAPERWEIGHTS | 121.54 | | | 12/06/19 |
| | | | | | | AMZN MKTP US*3236455H3 | | | | |
| | | | | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 319.16 | .00 | | 319.16 |
| 101-1060-423.81-91 PROFESSIONAL SERVICES / LICENSES & SERVICE CONTRT | | | | | | | | | | |
| 963 | | 06/20 AP | | 11/12/19 | 0132934 | US BANK INTUIT *QUICKBOOKS | 70.00 | | | 12/06/19 |
| | | | | | | | | | | |
| | | | | | | ACCOUNT TOTAL | 70.00 | .00 | | 70.00 |
| 101-1060-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE | | | | | | | | | | |
| 963 | | 06/20 AP | | 11/04/19 | 0132934 | US BANK | 25.98 | | | 12/06/19 |
| | | | | | | AMAZON.COM*P77AT6IS3 AMZN | | | | |
| 963 | | 06/20 AP | | 10/24/19 | 0132934 | US BANK SWIFFER DUSTER REFILLS | 65.40 | | | 12/06/19 |
| | | | | | | AMZN MKTP US*V08SG85K3 | | | | |
| | | | | | | ACCOUNT TOTAL | 91.38 | .00 | | 91.38 |
| 101-1060-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM | | | | | | | | | | |
| 963 | | 06/20 AP | | 11/15/19 | 0132934 | US BANK | 112.83 | | | 12/06/19 |
| | | | | | | HY-VEE CEDAR FALLS 1052 | | | | |
| 963 | | 06/20 AP | | 11/15/19 | 0132934 | US BANK FOTL:OUTREACH FOOD 4 | 39.99 | | | 12/06/19 |
| | | | | | | AMZN MKTP US*D925162T3 | | | | |
| 963 | | 06/20 AP | | 11/14/19 | 0132934 | US BANK FOTL: ADULT LIBRARY OF | 9.95 | | | 12/06/19 |
| | | | | | | AMZN MKTP US*6U7T55XO3 | | | | |
| 963 | | 06/20 AP | | 11/14/19 | 0132934 | US BANK FOTL:YTH ICE CREAM CONES | 21.65 | | | 12/06/19 |
| | | | | | | AMZN MKTP US*S063Y5ZJ3 | | | | |
| 963 | | 06/20 AP | | 11/14/19 | 0132934 | US BANK FOTL:ADULT LIBRARY OF | 56.73 | | | 12/06/19 |
| | | | | | | AMZN MKTP US*0V8A529D3 | | | | |
| 963 | | 06/20 AP | | 11/14/19 | 0132934 | US BANK FOTL:ADULT LIBRARY OF | 308.20 | | | 12/06/19 |
| | | | | | | AMZN MKTP US*IE56H3EZ3 | | | | |
| 963 | | 06/20 AP | | 11/12/19 | 0132934 | US BANK FOTL:ADULT LIBRARY OF | 30.18 | | | 12/06/19 |
| | | | | | | WM SUPERCENTER #753 | | | | |
| 963 | | 06/20 AP | | 11/11/19 | 0132934 | US BANK FOTL:YTH SNAK 4 TWEN TIME | 20.03 | | | 12/06/19 |

| GROUP NBR | PO NBR | ACCTG PER. | CD | DATE | TRANSACTION NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE | POST DT |
|---|--------|------------|----|-------|--------------------|---------------------------|----------|---------|-----------------|----------|
| FUND 101 GENERAL FUND | | | | | | | | | | |
| 101-1060-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM | | | | | | continued | | | | |
| 963 | | AMZN MKTP | | 06/20 | US*RD9TY3VL3 | US BANK | 24.00 | | | 12/06/19 |
| | | | | | | FOTL:OUTREACH DECAF K-CUP | | | | |
| | | | | | | SCRATCH CUPCAKERY | | | | |
| 963 | | AMZN MKTP | | 06/20 | US*GP2FU4P63 | US BANK | 52.85 | | | 12/06/19 |
| | | | | | | FOTL:YTH-FAIRY TALE STICK | | | | |
| 963 | | AMZN MKTP | | 06/20 | US*O59A40CY3 | US BANK | 74.95 | | | 12/06/19 |
| | | | | | | FOTL:YTH-STICKER SCENES | | | | |
| 963 | | AMZN MKTP | | 06/20 | US*O59A40CY3 | US BANK | 25.00 | | | 12/06/19 |
| | | | | | | BARNES & NOBLE #2168 | | | | |
| 963 | | AMZN MKTP | | 06/20 | US*O59A40CY3 | US BANK | 34.37 | | | 12/06/19 |
| | | | | | | FOTL:YA-GIFT CARD | | | | |
| 963 | | AMZN MKTP | | 06/20 | US*O59A40CY3 | US BANK | 151.96 | | | 12/06/19 |
| | | | | | | FOTL:YTH TWEEN TIME & | | | | |
| 963 | | AMZN MKTP | | 06/20 | US*O59A40CY3 | US BANK | 17.24 | | | 12/06/19 |
| | | | | | | FOTL:YA-TEEN NITE SUPPLIE | | | | |
| 963 | | AMZN MKTP | | 06/20 | US*O59A40CY3 | US BANK | 18.42 | | | 12/06/19 |
| | | | | | | FOTL:YA-TEEN NITE SUPPLIE | | | | |
| 963 | | AMZN MKTP | | 06/20 | US*O59A40CY3 | US BANK | 10.00 | | | 12/06/19 |
| | | | | | | FOTL:YA TEEN NITE SUPPLIE | | | | |
| 963 | | AMZN MKTP | | 06/20 | US*O59A40CY3 | US BANK | 48.22 | | | 12/06/19 |
| | | | | | | FOTL:YTH CANDY 4 TRICK-R- | | | | |
| 963 | | AMZN MKTP | | 06/20 | US*O59A40CY3 | US BANK | 13.08 | | | 12/06/19 |
| | | | | | | FOTL:YA TEEN NITE SUPPLIE | | | | |
| 963 | | AMZN MKTP | | 06/20 | US*O59A40CY3 | US BANK | 79.09 | | | 12/06/19 |
| | | | | | | FOTL:YA TEEN NITE SUPPLIE | | | | |
| 963 | | AMZN MKTP | | 06/20 | US*O59A40CY3 | US BANK | 32.97 | | | 12/06/19 |
| | | | | | | FOTL:YOUTH CARDSTOCK | | | | |
| 963 | | AMZN MKTP | | 06/20 | US*O59A40CY3 | US BANK | 4.53 | | | 12/06/19 |
| | | | | | | FOTL:COLAB OIL | | | | |
| 963 | | AMZN MKTP | | 06/20 | US*O59A40CY3 | US BANK | 61.90 | | | 12/06/19 |
| | | | | | | FOTL:YA TEEN NITE SUPPLIE | | | | |
| 963 | | AMZN MKTP | | 06/20 | US*O59A40CY3 | US BANK | 11.97 | | | 12/06/19 |
| | | | | | | FOTL:YA CAKE DECO. SUPPLI | | | | |
| 963 | | AMZN MKTP | | 06/20 | US*O59A40CY3 | US BANK | 5.00 | | | 12/06/19 |
| | | | | | | FOTL:YA CAKE DECO. SUPPLI | | | | |
| 963 | | AMZN MKTP | | 06/20 | US*O59A40CY3 | US BANK | 118.89 | | | 12/06/19 |
| | | | | | | FOTL:YOUTH CARDSTOCK | | | | |
| 963 | | AMZN MKTP | | 06/20 | US*O59A40CY3 | US BANK | 3.74 | | | 12/06/19 |
| | | | | | | FOTL:COLAB GREASE | | | | |
| 963 | | AMZN MKTP | | 06/20 | US*O59A40CY3 | US BANK | 43.60 | | | 12/06/19 |
| | | | | | | FOTL:ADULT NANOWRIMO SNAX | | | | |
| 963 | | AMZN MKTP | | 06/20 | US*O59A40CY3 | US BANK | 86.78 | | | 12/06/19 |
| | | | | | | FOTL:YA CAKE DECO. SUPPLI | | | | |
| 963 | | AMZN MKTP | | 06/20 | US*O59A40CY3 | US BANK | 87.17 | | | 12/06/19 |
| | | | | | | FOTL:COLAB PINBACK BUTTON | | | | |
| ACCOUNT TOTAL | | | | | | | 1,605.29 | 4.00 | | 1,605.29 |

| GROUP NBR | PO NBR | ACCTG PER. | CD | DATE | ---TRANSACTION--- NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE POST DT | |
|---|--------|---------------|----|----------|-----------------------------|---------------------------|--------|---------|----------------------------|--------|
| FUND 101 GENERAL FUND | | | | | | | | | | |
| 101-1060-423.89-34 MISCELLANEOUS SERVICES / ENDOWMENT SUPPORTED PROG. | | | | | | | | | | |
| 963 | | 06/20 AP | | 11/19/19 | 0132934 | US BANK | 21.93 | | 12/06/19 | |
| | | TARGET | | | 00025262 | BERG 2 RMB COMUNITY CENTR | | | | |
| 963 | | 06/20 AP | | 11/18/19 | 0132934 | US BANK | 59.98 | | 12/06/19 | |
| | | AMZN MKTP | | | US*IT2TW9I53 AM | BERG 2 RMB COMUNITY CENTR | | | | |
| 963 | | 06/20 AP | | 11/18/19 | 0132934 | US BANK | 210.17 | | 12/06/19 | |
| | | AMZN MKTP | | | US*SM49P18S3 AM | BERG 2 RMB COMUNITY CENTR | | | | |
| 963 | | 06/20 AP | | 11/18/19 | 0132934 | US BANK | 66.75 | | 12/06/19 | |
| | | AMZN MKTP | | | US*W733Z2KN3 AM | BERG 2 RMB COMUNITY CENTR | | | | |
| | | ACCOUNT TOTAL | | | | | | 358.83 | .00 | 358.83 |
| 101-1061-423.81-91 PROFESSIONAL SERVICES / LICENSES & SERVICE CONTRT | | | | | | | | | | |
| 963 | | 06/20 AP | | 10/23/19 | 0132934 | US BANK | 299.00 | | 12/06/19 | |
| | | PROPAY INC- | | | FEE@PROPAY.CO | PROPAY 1YR RENEWAL | | | | |
| | | ACCOUNT TOTAL | | | | | | 299.00 | .00 | 299.00 |
| 101-1061-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS | | | | | | | | | | |
| 963 | | 06/20 AP | | 11/19/19 | 0132934 | US BANK | 72.08 | | 12/06/19 | |
| | | AMZN MKTP | | | US*860HR17I3 | PROFESSIONAL COLLECTION | | | | |
| 963 | | 06/20 AP | | 11/18/19 | 0132934 | US BANK | 24.82 | | 12/06/19 | |
| | | AMAZON.COM* | | | O13D04VM3 AMZN | ADULT BOOKS | | | | |
| 963 | | 06/20 AP | | 11/18/19 | 0132934 | US BANK | 15.79 | | 12/06/19 | |
| | | AMAZON.COM* | | | JABQH6PJ3 AMZN | ADULT BOOKS | | | | |
| 963 | | 06/20 AP | | 11/18/19 | 0132934 | US BANK | 16.49 | | 12/06/19 | |
| | | AMAZON.COM* | | | 9U5TK44H3 AMZN | ADULT BOOKS | | | | |
| 963 | | 06/20 AP | | 11/12/19 | 0132934 | US BANK | 28.36 | | 12/06/19 | |
| | | AMZN MKTP | | | US*AO9HC8QT3 AM | ADULT BOOKS | | | | |
| 963 | | 06/20 AP | | 11/07/19 | 0132934 | US BANK | 20.00 | | 12/06/19 | |
| | | AMAZON.COM* | | | YLBVN0A43 AMZN | ADULT BOOKS | | | | |
| 963 | | 06/20 AP | | 11/04/19 | 0132934 | US BANK | 13.49 | | 12/06/19 | |
| | | AMAZON.COM* | | | VJ4804II3 AMZN | ADULT BOOKS | | | | |
| 963 | | 06/20 AP | | 10/28/19 | 0132934 | US BANK | 39.98 | | 12/06/19 | |
| | | AMAZON.COM* | | | U787024H3 | ADULT BOOKS | | | | |
| 963 | | 06/20 AP | | 10/28/19 | 0132934 | US BANK | 68.37 | | 12/06/19 | |
| | | AMAZON.COM* | | | 548CJ8FC3 | ADULT BOOKS | | | | |
| | | ACCOUNT TOTAL | | | | | | 299.38 | .00 | 299.38 |
| 101-1061-423.89-22 MISCELLANEOUS SERVICES / YOUTH BOOKS | | | | | | | | | | |
| 963 | | 06/20 AP | | 11/20/19 | 0132934 | US BANK | 21.99 | | 12/06/19 | |
| | | AMAZON.COM* | | | 2K8LQ1EJ3 AMZN | YOUTH BOOKS | | | | |
| 963 | | 06/20 AP | | 11/19/19 | 0132934 | US BANK | 15.42 | | 12/06/19 | |
| | | AMZN MKTP | | | US*Z09HZ6GC3 | YOUTH BOOKS | | | | |
| 963 | | 06/20 AP | | 11/12/19 | 0132934 | US BANK | 13.55 | | 12/06/19 | |
| | | AMZN MKTP | | | US*AO9HC8QT3 AM | YOUTH BOOKS | | | | |

| GROUP NBR | PO NBR | ACCTG PER. | CD | DATE | TRANSACTION NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE | POST DT | |
|---|--------|--|----|----------|--------------------|-------------|--------|---------|-----------------|----------|--------|
| FUND 101 GENERAL FUND | | | | | | | | | | | |
| 101-1061-423.89-22 MISCELLANEOUS SERVICES / YOUTH BOOKS | | | | | | continued | | | | | |
| 963 | | 06/20 | AP | 11/08/19 | 0132934 | US BANK | 44.47 | | | 12/06/19 | |
| | | AMAZON.COM*724Q056J3 AMZN YOUTH BOOKS | | | | | | | | | |
| 963 | | 06/20 | AP | 11/05/19 | 0132934 | US BANK | 10.92 | | | 12/06/19 | |
| | | AMAZON.COM*SS0BB9CF3 AMZN YOUTH BOOKS | | | | | | | | | |
| 963 | | 06/20 | AP | 11/04/19 | 0132934 | US BANK | 13.46 | | | 12/06/19 | |
| | | AMAZON.COM*5094B5E23 AMZN YOUTH BOOKS | | | | | | | | | |
| 963 | | 06/20 | AP | 11/04/19 | 0132934 | US BANK | 18.40 | | | 12/06/19 | |
| | | AMAZON.COM*RV0Y20QX3 AMZN YOUTH BOOKS | | | | | | | | | |
| 963 | | 06/20 | AP | 10/29/19 | 0132934 | US BANK | 16.60 | | | 12/06/19 | |
| | | AMAZON.COM*818QP5AC3 AMZN YOUTH BOOKS | | | | | | | | | |
| 963 | | 06/20 | AP | 10/23/19 | 0132934 | US BANK | 7.95 | | | 12/06/19 | |
| | | AMZN MKTP US*8Z0EL2YK3 YOUTH BOOKS | | | | | | | | | |
| 963 | | 06/20 | AP | 10/22/19 | 0132934 | US BANK | 6.29 | | | 12/06/19 | |
| | | AMAZON.COM*185WD8553 AMZN YOUTH BOOKS | | | | | | | | | |
| | | ACCOUNT TOTAL | | | | | | 169.05 | .00 | | 169.05 |
| | | | | | | | | | | | |
| 101-1061-423.89-24 MISCELLANEOUS SERVICES / ADULT AUDIO | | | | | | | | | | | |
| 963 | | 06/20 | AP | 11/20/19 | 0132934 | US BANK | 8.86 | | | 12/06/19 | |
| | | AMAZON.COM*NU5Y30QV3 AMZN ADULT CD MUSIC | | | | | | | | | |
| 963 | | 06/20 | AP | 11/18/19 | 0132934 | US BANK | 9.97 | | | 12/06/19 | |
| | | AMAZON.COM*8C1Z06783 AMZN ADULT CD MUSIC | | | | | | | | | |
| 963 | | 06/20 | AP | 11/18/19 | 0132934 | US BANK | 20.69 | | | 12/06/19 | |
| | | AMZN MKTP US*RJ8H23YY3 ADULT CD MUSIC | | | | | | | | | |
| | | ACCOUNT TOTAL | | | | | | 39.52 | .00 | | 39.52 |
| | | | | | | | | | | | |
| 101-1061-423.89-25 MISCELLANEOUS SERVICES / ADULT VIDEO | | | | | | | | | | | |
| 963 | | 06/20 | AP | 11/18/19 | 0132934 | US BANK | 103.87 | | | 12/06/19 | |
| | | AMZN MKTP US*7E30C5MW3 AM ADULT VIDEOS | | | | | | | | | |
| 963 | | 06/20 | AP | 11/12/19 | 0132934 | US BANK | 27.52 | | | 12/06/19 | |
| | | AMZN MKTP US*AO9HC8QT3 AM ADULT VIDEOS | | | | | | | | | |
| 963 | | 06/20 | AP | 11/07/19 | 0132934 | US BANK | 35.99 | | | 12/06/19 | |
| | | AMAZON.COM*4V6JP4ZU3 AMZN ADULT VIDEOS | | | | | | | | | |
| 963 | | 06/20 | AP | 11/05/19 | 0132934 | US BANK | 39.92 | | | 12/06/19 | |
| | | AMAZON.COM*O662L5YJ3 AMZN ADULT VIDEOS | | | | | | | | | |
| 963 | | 06/20 | AP | 11/05/19 | 0132934 | US BANK | 14.99 | | | 12/06/19 | |
| | | AMAZON.COM*9K3NA2BX3 AMZN ADULT VIDEOS | | | | | | | | | |
| 963 | | 06/20 | AP | 10/31/19 | 0132934 | US BANK | 14.59 | | | 12/06/19 | |
| | | AMZN MKTP US*DB2004Q03 ADULT VIDEOS | | | | | | | | | |
| 963 | | 06/20 | AP | 10/28/19 | 0132934 | US BANK | 7.99 | | | 12/06/19 | |
| | | AMAZON.COM*OM1SH44X3 AMZN ADULT VIDEOS | | | | | | | | | |
| 963 | | 06/20 | AP | 10/28/19 | 0132934 | US BANK | 5.00 | | | 12/06/19 | |
| | | AMAZON.COM*548CJ8FC3 ADULT VIDEOS | | | | | | | | | |
| | | ACCOUNT TOTAL | | | | | | 249.87 | .00 | | 249.87 |

| 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 | | | | | | | | | |
| 101-1061-423.89-35 | 963 | 06/20 AP | | 11/18/19 | 0132934 | MISCELLANEOUS SERVICES / YOUTH AUDIO US BANK | 9.97 | | 12/06/19 |
| | | | | | AMAZON.COM*8C1206783 AMZN | YOUTH CD MUSIC | | | |
| | | | | | ACCOUNT TOTAL | | 9.97 | 0.00 | 9.97 |
| 101-1061-423.89-36 | 963 | 06/20 AP | | 11/18/19 | 0132934 | MISCELLANEOUS SERVICES / YOUTH VIDEO US BANK | 64.61 | | 12/06/19 |
| | | | | | AMZN MKTP US*097LW8CW3 AM | YOUTH VIDEOS | | | |
| | | | | | ACCOUNT TOTAL | | 64.61 | 0.00 | 64.61 |
| 101-1061-423.89-38 | 963 | 06/20 AP | | 11/18/19 | 0132934 | MISCELLANEOUS SERVICES / YOUNG ADULT VIDEO US BANK | 35.00 | | 12/06/19 |
| | | | | | AMZN MKTP US*CK0Z90U03 AM | YOUNG ADULT VIDEOS | | | |
| | | | | | ACCOUNT TOTAL | | 35.00 | 0.00 | 35.00 |
| 101-1061-423.93-01 | 963 | 06/20 AP | | 11/14/19 | 0132934 | EQUIPMENT / EQUIPMENT US BANK | 19.99 | | 12/06/19 |
| | | | | | AMZN MKTP US*6U7T55X03 | DESKTOP SPEAKERS | | | |
| 101-1061-423.93-01 | 963 | 06/20 AP | | 10/22/19 | 0132934 | EQUIPMENT / EQUIPMENT US BANK | 209.99 | | 12/06/19 |
| | | | | | MOBILE BEACON | HOTSPOTS 4 LIB. OF THINGS | | | |
| | | | | | ACCOUNT TOTAL | | 229.98 | 0.00 | 229.98 |
| 101-1118-441.71-01 | 927 | 06/20 AP | | 11/25/19 | 0000000 | OFFICE SUPPLIES / OFFICE SUPPLIES STOREY KENWORTHY | .47 | | 12/12/19 |
| | | | | | LEGAL TRAY | | | | |
| 101-1118-441.71-01 | 1008 | 06/20 AP | | 11/21/19 | 0000000 | OFFICE SUPPLIES / OFFICE SUPPLIES STOREY KENWORTHY | 4.17 | | 12/12/19 |
| | | | | | ENVELOPES, POST ITS, TAPE | PENS | | | |
| 101-1118-441.71-01 | 1008 | 06/20 AP | | 11/21/19 | 0000000 | OFFICE SUPPLIES / OFFICE SUPPLIES STOREY KENWORTHY | 3.57 | | 12/12/19 |
| | | | | | COPY PAPER | | | | |
| 101-1118-441.71-01 | 1008 | 06/20 AP | | 11/11/19 | 0000000 | OFFICE SUPPLIES / OFFICE SUPPLIES STOREY KENWORTHY | 3.57 | | 12/12/19 |
| | | | | | COPY PAPER | | | | |
| 101-1118-441.71-01 | 927 | 06/20 AP | | 11/07/19 | 0000000 | OFFICE SUPPLIES / OFFICE SUPPLIES STOREY KENWORTHY | .95 | | 12/12/19 |
| | | | | | LEGAL TRAY | | | | |
| 101-1118-441.71-01 | 1008 | 06/20 AP | | 11/04/19 | 0000000 | OFFICE SUPPLIES / OFFICE SUPPLIES STOREY KENWORTHY | 2.46 | | 12/12/19 |
| | | | | | SHARPIE, CORR TAPE, LGL PAD | | | | |
| 101-1118-441.71-01 | 927 | 06/20 AP | | 11/04/19 | 0000000 | OFFICE SUPPLIES / OFFICE SUPPLIES STOREY KENWORTHY | 7.73 | | 12/12/19 |
| | | | | | GEL PEN REFILLS | | | | |
| | | | | | ACCOUNT TOTAL | | 22.92 | 0.00 | 22.92 |
| 101-1118-441.83-05 | | | | | | TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD) | | | |

| GROUP NBR | PO NBR | ACCTG PER. | CD | DATE | TRANSACTION NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE | POST DT |
|--|--|------------|----|----------|--------------------|---------------------------|----------|---------|-----------------|----------|
| FUND 101 GENERAL FUND | | | | | | | | | | |
| 101-1118-441.83-05 | TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD) continued | | | | | | | | | |
| 962 | 06/20 | AP | | 10/29/19 | 0132934 | US BANK | 33.35 | | | 12/06/19 |
| | | | | | | FUEL: GAINES 10/28/19 | | | | |
| 962 | 06/20 | AP | | 10/28/19 | 0132934 | US BANK | 80.00 | | | 12/06/19 |
| | | | | | | EASTERN IOWA AIRPORT | | | | |
| 962 | 06/20 | AP | | 10/28/19 | 0132934 | US BANK | 1,359.39 | | | 12/06/19 |
| | | | | | | PARKING:CR AIRPORT-GAINES | | | | |
| | | | | | | CONRAD CENTENNIAL SINGAPO | | | | |
| | | | | | | HOTEL:SINGAPORE-GAINES | | | | |
| 962 | 06/20 | AP | | 10/28/19 | 0132934 | US BANK | 5.88 | | | 12/06/19 |
| | | | | | | CONRAD CENTENNIAL SINGAPO | | | | |
| | | | | | | FOOD:SINGAPORE-GAINES | | | | |
| 962 | 06/20 | AP | | 10/28/19 | 0132934 | US BANK | 7.52 | | | 12/06/19 |
| | | | | | | THE COFFEE BEAN-T2TF | | | | |
| | | | | | | MEAL:SINGAPORE-GAINES | | | | |
| 962 | 06/20 | AP | | 10/28/19 | 0132934 | US BANK | 17.66 | | | 12/06/19 |
| | | | | | | COMFORT/CITYCAB TAXI | | | | |
| | | | | | | TAXI:SINGAPORE-GAINES | | | | |
| 962 | 06/20 | AP | | 10/25/19 | 0132934 | US BANK | 5.20 | | | 12/06/19 |
| | | | | | | 7-ELEVEN-MILLENIA WALK | | | | |
| | | | | | | FOOD:SINGAPORE-GAINES | | | | |
| 962 | 06/20 | AP | | 10/25/19 | 0132934 | US BANK | 5.38 | | | 12/06/19 |
| | | | | | | TAXI AND LIMO PAYMENT | | | | |
| | | | | | | TAXI:SINGAPORE-GAINES | | | | |
| 962 | 06/20 | AP | | 10/24/19 | 0132934 | US BANK | 26.58 | | | 12/06/19 |
| | | | | | | THE QUEEN'S ENGLISH PUB | | | | |
| | | | | | | MEAL:SINGAPORE-GAINES | | | | |
| 962 | 06/20 | AP | | 10/24/19 | 0132934 | US BANK | 4.25 | | | 12/06/19 |
| | | | | | | COMFORT/CITYCAB TAXI | | | | |
| | | | | | | TAXI:SINGAPORE-GAINES | | | | |
| 962 | 06/20 | AP | | 10/23/19 | 0132934 | US BANK | 4.17 | | | 12/06/19 |
| | | | | | | COMFORT/CITYCAB TAXI | | | | |
| | | | | | | TAXI:SINGAPORE-GAINES | | | | |
| 962 | 06/20 | AP | | 10/23/19 | 0132934 | US BANK | 4.51 | | | 12/06/19 |
| | | | | | | COMFORT/CITYCAB TAXI | | | | |
| | | | | | | TAXI:SINGAPORE-GAINES | | | | |
| 962 | 06/20 | AP | | 10/22/19 | 0132934 | US BANK | 10.63 | | | 12/06/19 |
| | | | | | | THE QUEEN'S ENGLISH PUB | | | | |
| | | | | | | MEAL:SINGAPORE-GAINES | | | | |
| 962 | 06/20 | AP | | 10/22/19 | 0132934 | US BANK | 6.30 | | | 12/06/19 |
| | | | | | | COMFORT/CITYCAB TAXI | | | | |
| | | | | | | TAXI:SINGAPORE-GAINES | | | | |
| 962 | 06/20 | AP | | 10/22/19 | 0132934 | US BANK | 16.07 | | | 12/06/19 |
| | | | | | | COMFORT/CITYCAB TAXI | | | | |
| | | | | | | CAB:SINGAPORE-GAINES | | | | |
| 962 | 06/20 | AP | | 10/22/19 | 0132934 | US BANK | 8.94 | | | 12/06/19 |
| | | | | | | PREMIER TAXIS | | | | |
| | | | | | | TAXI:SINGAPORE-GAINES | | | | |
| 962 | 06/20 | AP | | 10/22/19 | 0132934 | US BANK | 9.39 | | | 12/06/19 |
| | | | | | | COMFORT/CITYCAB TAXI | | | | |
| | | | | | | TAXI:SINGAPORE-GAINES | | | | |
| 962 | 06/20 | AP | | 10/22/19 | 0132934 | US BANK | 4.17 | | | 12/06/19 |
| | | | | | | COMFORT/CITYCAB TAXI | | | | |
| | | | | | | TAXI:SINGAPORE-GAINES | | | | |
| | | | | | | ACCOUNT TOTAL | 1,609.39 | 8.00 | | 1,609.39 |
| 101-1158-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES | | | | | | | | | | |
| 927 | 06/20 | AP | | 11/25/19 | 0000000 | STOREY KENWORTHY | .16 | | | 12/12/19 |
| | | | | | | LEGAL TRAY | | | | |
| 1008 | 06/20 | AP | | 11/21/19 | 0000000 | STOREY KENWORTHY | 1.39 | | | 12/12/19 |
| | | | | | | ENVELOPES, POST ITS, TAPE | | | | |
| | | | | | | PENS | | | | |
| 1008 | 06/20 | AP | | 11/21/19 | 0000000 | STOREY KENWORTHY | 3.57 | | | 12/12/19 |
| | | | | | | COPY PAPER | | | | |
| 1008 | 06/20 | AP | | 11/11/19 | 0000000 | STOREY KENWORTHY | 3.57 | | | 12/12/19 |
| | | | | | | COPY PAPER | | | | |

| GROUP NBR | PO NBR | ACCTG PER. | CD | DATE | TRANSACTION NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE | POST DT |
|---|--------|------------|----|----------|--------------------|------------------------------|----------|---------|-----------------|----------|
| FUND 101 GENERAL FUND | | | | | | | | | | |
| 101-1158-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES | | | | | | continued | | | | |
| | 927 | 06/20 AP | | 11/07/19 | 0000000 | STOREY KENWORTHY | .32 | | | 12/12/19 |
| | | | | | | LEGAL TRAY | | | | |
| 1008 | | 06/20 AP | | 11/04/19 | 0000000 | STOREY KENWORTHY | .82 | | | 12/12/19 |
| | | | | | | SHARPIE,CORR TAPE,LGL PAD | | | | |
| | | | | | | ACCOUNT TOTAL | 9.83 | .00 | 9.83 | |
| 101-1158-441.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD) | | | | | | | | | | |
| | 962 | 06/20 AP | | 10/22/19 | 0132934 | US BANK | 11.46 | | | 12/06/19 |
| | | | | | | NS SCHIPHOL | | | | |
| | | | | | | RAIL:AMSTERDAM-GAINES | | | | |
| | | | | | | ACCOUNT TOTAL | 11.46 | .00 | 11.46 | |
| 101-1199-411.32-64 COMM PROTECTION GRANTS / FIRE EQUIPMENT GRANT | | | | | | | | | | |
| | 962 | 06/20 AP | | 10/25/19 | 0132934 | US BANK | 372.73 | | | 12/06/19 |
| | | | | | | THE SHIRT SHACK | | | | |
| | | | | | | PINK BADGE T-SHIRTS | | | | |
| | | | | | | ACCOUNT TOTAL | 372.73 | .00 | 372.73 | |
| 101-1199-421.31-10 HUMAN DEVELOPMENT GRANTS / GRANTS - CULTURAL SERVICE | | | | | | | | | | |
| 1009 | | 06/20 AP | | 11/19/19 | 0000000 | METRICK-CHEN, LENORE | 1,500.00 | | | 12/12/19 |
| | | | | | | ADVERTISING TO ART TRAVEL | | | | |
| | | | | | | EXHIBITION FEE-BERG FUND | | | | |
| | | | | | | ACCOUNT TOTAL | 1,500.00 | .00 | 1,500.00 | |
| 101-1199-441.72-19 OPERATING SUPPLIES / PRINTING | | | | | | | | | | |
| 1008 | | 06/20 AP | | 12/10/19 | 0000000 | LEGISLATIVE SERVICES AGENCY | 25.00 | | | 12/12/19 |
| | | | | | | 2019 IOWA ACTS | | | | |
| 996 | | 06/20 AP | | 12/06/19 | 0000000 | WEBER PAPER CO. | 322.00 | | | 12/12/19 |
| | | | | | | 8.5 X 11 - 20 19 HOLE GBC | | | | |
| | | | | | | PAPER | | | | |
| 1015 | | 06/20 AP | | 12/06/19 | 0000000 | COURIER LEGAL COMMUNICATIONS | 47.40 | | | 12/12/19 |
| | | | | | | ORD 2958-PPTE BROADSTONE | | | | |
| 1015 | | 06/20 AP | | 12/06/19 | 0000000 | COURIER LEGAL COMMUNICATIONS | 28.57 | | | 12/12/19 |
| | | | | | | PH NTC-DA W/THE VAULT | | | | |
| 1015 | | 06/20 AP | | 12/06/19 | 0000000 | COURIER LEGAL COMMUNICATIONS | 36.09 | | | 12/12/19 |
| | | | | | | PH NTC-DA W/RIVER PLACE | | | | |
| 1015 | | 06/20 AP | | 12/06/19 | 0000000 | COURIER LEGAL COMMUNICATIONS | 36.59 | | | 12/12/19 |
| | | | | | | PH NTC-DA W/PRESTIGE WW | | | | |
| 1015 | | 06/20 AP | | 12/06/19 | 0000000 | COURIER LEGAL COMMUNICATIONS | 92.24 | | | 12/12/19 |
| | | | | | | PH NTC-CH SSMID RENEWAL | | | | |
| 1008 | | 06/20 AP | | 11/29/19 | 0000000 | COURIER LEGAL COMMUNICATIONS | 551.35 | | | 12/12/19 |
| | | | | | | 11/18/19 CC MTG.MINS/BILL | | | | |
| 996 | | 06/20 AP | | 11/22/19 | 0000000 | COURIER LEGAL COMMUNICATIONS | 43.26 | | | 12/12/19 |
| | | | | | | ORD.2959-CONDITIONAL REZN | | | | |
| 996 | | 06/20 AP | | 11/22/19 | 0000000 | COURIER LEGAL COMMUNICATIONS | 14.04 | | | 12/12/19 |

| GROUP NBR | PO NBR | ACCTG PER. | CD | DATE | ---TRANSACTION--- NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE POST DT |
|--|--------|------------|----|-------|-----------------------------|-------------------------------|----------|---------|-------------------------------|
| FUND 101 GENERAL FUND | | | | | | | | | |
| 101-1199-441.72-19 OPERATING SUPPLIES / PRINTING | | | | | | continued | | | |
| | | | | | | PH NTC-CEDAR HTS DR RECON | | | |
| 1015 | | | | 06/20 | AP 09/20/19 0000000 | HEARTLAND BUSINESS SYSTEMS LL | 546.00 | | 12/12/19 |
| | | | | | | BUDGET TABS | | | |
| ACCOUNT TOTAL | | | | | | | 1,742.54 | .00 | 1,742.54 |
| 101-1199-441.81-09 PROFESSIONAL SERVICES / HUMAN RIGHTS COMMISSION | | | | | | | | | |
| 1008 | | | | 06/20 | AP 11/21/19 0000000 | STOREY KENWORTHY | 2.86 | | 12/12/19 |
| | | | | | | COPY PAPER | | | |
| 1008 | | | | 06/20 | AP 11/11/19 0000000 | STOREY KENWORTHY | 2.86 | | 12/12/19 |
| | | | | | | COPY PAPER | | | |
| ACCOUNT TOTAL | | | | | | | 5.72 | .00 | 5.72 |
| 101-2205-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES | | | | | | | | | |
| 927 | | | | 06/20 | AP 11/25/19 0000000 | STOREY KENWORTHY | 4.61 | | 12/12/19 |
| | | | | | | FOLDERS,PENS,STENO BOOKS | | | |
| ACCOUNT TOTAL | | | | | | | 4.61 | .00 | 4.61 |
| 101-2205-432.72-19 OPERATING SUPPLIES / PRINTING | | | | | | | | | |
| 1008 | | | | 06/20 | AP 11/21/19 0000000 | STOREY KENWORTHY | 7.15 | | 12/12/19 |
| | | | | | | COPY PAPER | | | |
| 1008 | | | | 06/20 | AP 11/11/19 0000000 | STOREY KENWORTHY | 7.15 | | 12/12/19 |
| | | | | | | COPY PAPER | | | |
| ACCOUNT TOTAL | | | | | | | 14.30 | .00 | 14.30 |
| 101-2235-412.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES | | | | | | | | | |
| 927 | | | | 06/20 | AP 11/20/19 0000000 | STOREY KENWORTHY | 13.58 | | 12/12/19 |
| | | | | | | FILLER PAPER, BINDERS | | | |
| 927 | | | | 06/20 | AP 11/11/19 0000000 | STOREY KENWORTHY | 5.06 | | 12/12/19 |
| | | | | | | LEGAL PADS,HANGING FOLDER | | | |
| ACCOUNT TOTAL | | | | | | | 18.64 | .00 | 18.64 |
| 101-2235-412.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES | | | | | | | | | |
| 996 | | | | 06/20 | AP 12/05/19 0000000 | CINTAS FIRST AID & SAFETY | 19.32 | | 12/12/19 |
| | | | | | | RESTOCK FIRST AID CABINET | | | |
| ACCOUNT TOTAL | | | | | | | 19.32 | .00 | 19.32 |
| 101-2235-412.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS | | | | | | | | | |

| GROUP NBR | PO NBR | ACCTG PER. | CD | DATE | TRANSACTION NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE | POST DT |
|---|--------|------------|----|----------|--------------------|---|-----------|---------|-----------------|-----------|
| FUND 101 GENERAL FUND | | | | | | | | | | |
| 101-2235-412.83-04 | | | | | | TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS | | | | |
| | 962 | 06/20 AP | | 10/31/19 | 0132934 | US BANK | 2.06 | | | 12/06/19 |
| | 962 | 06/20 AP | | 10/31/19 | 0132934 | STATE FIRE MARSHAL DIV EL DPS ELEC LICENSE-M STURM | 75.00 | | | 12/06/19 |
| | 962 | 06/20 AP | | 10/30/19 | 0132934 | US BANK | 2.06 | | | 12/06/19 |
| | 962 | 06/20 AP | | 10/30/19 | 0132934 | STATE FIRE MARSHAL DIV EL DPS ELEC LICENSE-M STURM | 75.00 | | | 12/06/19 |
| | | | | | | ACCOUNT TOTAL | 154.12 | .00 | | 154.12 |
| 101-2235-412.83-06 TRANSPORTATION&EDUCATION / EDUCATION | | | | | | | | | | |
| | 962 | 06/20 AP | | 11/20/19 | 0132934 | US BANK | 450.00 | | | 12/06/19 |
| | | | | | | HAWKEYE COMMUNITY COLLEGE BUSINESS WRITING COURSE | | | | |
| | | | | | | ACCOUNT TOTAL | 450.00 | .00 | | 450.00 |
| 101-2245-442.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES | | | | | | | | | | |
| | 927 | 06/20 AP | | 11/25/19 | 0000000 | STOREY KENWORTHY | 17.34 | | | 12/12/19 |
| | 927 | 06/20 AP | | 11/25/19 | 0000000 | FOLDERS,PENS,STENO BOOKS STOREY KENWORTHY | 8.31 | | | 12/12/19 |
| | | | | | | WALL PLANNER | | | | |
| | | | | | | ACCOUNT TOTAL | 25.65 | .00 | | 25.65 |
| 101-2245-442.72-19 OPERATING SUPPLIES / PRINTING | | | | | | | | | | |
| | 1008 | 06/20 AP | | 11/21/19 | 0000000 | STOREY KENWORTHY | 14.30 | | | 12/12/19 |
| | 1008 | 06/20 AP | | 11/11/19 | 0000000 | COPY PAPER STOREY KENWORTHY | 14.30 | | | 12/12/19 |
| | | | | | | ACCOUNT TOTAL | 28.60 | .00 | | 28.60 |
| 101-2245-442.81-31 PROFESSIONAL SERVICES / BUS. RETENTION & CONSULT | | | | | | | | | | |
| | 1015 | 06/20 AP | | 12/10/19 | 0000000 | GROW CEDAR VALLEY | 10,000.00 | | | 12/12/19 |
| | | | | | | FY20 INCENTIVE PAYMENT JUNE-NOVEMBER 2019 | | | | |
| | | | | | | ACCOUNT TOTAL | 10,000.00 | .00 | | 10,000.00 |
| 101-2253-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES | | | | | | | | | | |
| | 998 | 06/20 AP | | 11/21/19 | 0000000 | STOREY KENWORTHY | 12.02 | | | 12/12/19 |
| | 962 | 06/20 AP | | 10/25/19 | 0132934 | Clean Spray, BusinessCard US BANK | 30.46 | | | 12/06/19 |
| | | | | | | LAMINATOR.COM LAMINATING POUCHES | | | | |

| GROUP NBR | PO NBR | ACCTG PER. | CD | DATE | ---TRANSACTION--- NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE | POST DT |
|-----------------------|--------|------------|----|----------|-----------------------------|--|--------|---------|--------------------|----------|
| FUND 101 GENERAL FUND | | | | | | | | | | |
| 101-2253-423.71-01 | | | | | | OFFICE SUPPLIES / OFFICE SUPPLIES | | | | |
| 962 | | 06/20 AP | | 10/25/19 | 0132934 | US BANK | 15.94 | | | 12/06/19 |
| | | | | | | WM SUPERCENTER #753 | | | | |
| | | | | | | INFLATING NEEDLES | | | | |
| | | | | | | ACCOUNT TOTAL | 58.42 | .00 | 58.42 | |
| continued | | | | | | | | | | |
| 101-2253-423.72-30 | | | | | | OPERATING SUPPLIES / DROP IN EQUIP & SUPPLIES | | | | |
| 998 | | 06/20 AP | | 12/02/19 | 0000000 | CITY LAUNDERING CO. | 30.00 | | | 12/12/19 |
| | | | | | | Charcoal Mat | | | | |
| 962 | | 06/20 AP | | 11/13/19 | 0132934 | US BANK | 59.75 | | | 12/06/19 |
| | | | | | | O DONNELL ACE HARDWARE | | | | |
| | | | | | | BATTERIES,TESTER | | | | |
| 962 | | 06/20 AP | | 11/06/19 | 0132934 | US BANK | 7.48 | | | 12/06/19 |
| | | | | | | O DONNELL ACE HARDWARE | | | | |
| | | | | | | GOO GONE | | | | |
| 962 | | 06/20 AP | | 11/04/19 | 0132934 | US BANK | 29.94 | | | 12/06/19 |
| | | | | | | O DONNELL ACE HARDWARE | | | | |
| | | | | | | MR CLEAN ERASER,BATTERIES | | | | |
| 962 | | 06/20 AP | | 11/01/19 | 0132934 | US BANK | 45.00 | | | 12/06/19 |
| | | | | | | O DONNELL ACE HARDWARE | | | | |
| | | | | | | SWIFFER DUSTER, BOLTS | | | | |
| | | | | | | ACCOUNT TOTAL | 172.17 | .00 | 172.17 | |
| 101-2253-423.72-31 | | | | | | OPERATING SUPPLIES / YOUTH SPORTS/ACTIVE EQUIP | | | | |
| 998 | | 06/20 AP | | 12/05/19 | 0000000 | BSN SPORTS, INC. | 161.00 | | | 12/12/19 |
| | | | | | | Basketballs/Ball Bags | | | | |
| | | | | | | ACCOUNT TOTAL | 161.00 | .00 | 161.00 | |
| 101-2253-423.72-32 | | | | | | OPERATING SUPPLIES / ADULT SPORTS SUPPLIES | | | | |
| 962 | | 06/20 AP | | 11/18/19 | 0132934 | US BANK | 73.24 | | | 12/06/19 |
| | | | | | | AMAZON.COM*VJ9CI9NW3 | | | | |
| | | | | | | CARRY BAG,POWER CORD | | | | |
| 962 | | 06/20 AP | | 11/07/19 | 0132934 | US BANK | 35.00 | | | 12/06/19 |
| | | | | | | SCHEELS CEDAR FALLS | | | | |
| | | | | | | BASKETBALL | | | | |
| | | | | | | ACCOUNT TOTAL | 108.24 | .00 | 108.24 | |
| 101-2253-423.72-44 | | | | | | OPERATING SUPPLIES / EQUIPMENT REPAIRS | | | | |
| 962 | | 06/20 AP | | 11/18/19 | 0132934 | US BANK | 378.00 | | | 12/06/19 |
| | | | | | | JOHNSON HLTH TECH-CRP | | | | |
| | | | | | | SERVICE ROPE ASSEMBLY | | | | |
| 962 | | 06/20 AP | | 11/07/19 | 0132934 | US BANK | 61.20 | | | 12/06/19 |
| | | | | | | KEISER CORPORATION | | | | |
| | | | | | | PEDAL STRAPS | | | | |
| | | | | | | ACCOUNT TOTAL | 439.20 | .00 | 439.20 | |
| 101-2253-423.72-50 | | | | | | OPERATING SUPPLIES / SPECIAL EVENT SUPPLIES | | | | |
| 962 | | 06/20 AP | | 11/19/19 | 0132934 | US BANK | 38.98 | | | 12/06/19 |
| | | | | | | HY-VEE CEDAR FALLS 1052 | | | | |
| | | | | | | BIRTHDAY PARTY SUPPLIES | | | | |

| GROUP NBR | PO NBR | ACCTG PER. | CD | DATE | ---TRANSACTION--- NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE POST DT | |
|---|--------|--------------------------|----|----------|-----------------------------|-------------------------------|--------|---------|-------------------------------|--------|
| FUND 101 GENERAL FUND | | | | | | | | | | |
| 101-2253-423.72-50 OPERATING SUPPLIES / SPECIAL EVENT SUPPLIES | | | | | | continued | | | | |
| 962 | | 06/20 | AP | 11/19/19 | 0132934 | US BANK | 10.00 | | 12/06/19 | |
| | | HY-VEE CEDAR FALLS 1052 | | | | BIRTHDAY PARTY SUPPLIES | | | | |
| 962 | | 06/20 | AP | 11/04/19 | 0132934 | US BANK | 50.97 | | 12/06/19 | |
| | | HY-VEE CEDAR FALLS 1052 | | | | BIRTHDAY PARTY SUPPLIES | | | | |
| 962 | | 06/20 | AP | 10/23/19 | 0132934 | US BANK | | 20.00 | 12/06/19 | |
| | | HY-VEE CEDAR FALLS 1052 | | | | DELIVERY CHARGE REFUND | | | | |
| 962 | | 06/20 | AP | 10/23/19 | 0132934 | US BANK | 27.94 | | 12/06/19 | |
| | | HY-VEE CEDAR FALLS 1052 | | | | BIRTHDAY PARTY SUPPLIES | | | | |
| | | ACCOUNT TOTAL | | | | | | 127.89 | 20.00 | 107.89 |
| 101-2253-423.83-06 TRANSPORTATION&EDUCATION / EDUCATION | | | | | | | | | | |
| 962 | | 06/20 | AP | 10/30/19 | 0132934 | US BANK | 250.00 | | 12/06/19 | |
| | | IOWA PARK AND RECREATION | | | | IPRA CPO TRAINING-CFALLS | | | | |
| | | ACCOUNT TOTAL | | | | | 250.00 | .00 | 250.00 | |
| 101-2253-423.86-30 REPAIR & MAINTENANCE / MAINTENANCE & UPKEEP | | | | | | | | | | |
| 998 | | 06/20 | AP | 12/01/19 | 0000000 | IOWA WATER MANAGEMENT CORP. (| 58.00 | | 12/12/19 | |
| | | Monthly Service | | | | | | | | |
| 998 | | 06/20 | AP | 11/29/19 | 0000000 | PLUMB TECH INC. | 244.72 | | 12/12/19 | |
| | | Boiler inspection/maint | | | | | | | | |
| 998 | | 06/20 | AP | 11/27/19 | 0000000 | CULLIGAN WATER CONDITIONING | 218.22 | | 12/12/19 | |
| | | Replace bad seal pack | | | | | | | | |
| 962 | | 06/20 | AP | 11/14/19 | 0132934 | US BANK | 98.97 | | 12/06/19 | |
| | | THE HOME DEPOT 2101 | | | | BATTERY,CHARGER | | | | |
| 962 | | 06/20 | AP | 10/28/19 | 0132934 | US BANK | 9.98 | | 12/06/19 | |
| | | O DONNELL ACE HARDWARE | | | | COMMAND HOOKS | | | | |
| 962 | | 06/20 | AP | 10/28/19 | 0132934 | US BANK | 1.66 | | 12/06/19 | |
| | | O DONNELL ACE HARDWARE | | | | NUTS & BOLTS | | | | |
| 962 | | 06/20 | AP | 10/28/19 | 0132934 | US BANK | 49.20 | | 12/06/19 | |
| | | AMZN MKTP US*UL4B005H3 | | | | VACUUM BREAKERS-REC | | | | |
| | | ACCOUNT TOTAL | | | | | 680.75 | .00 | 680.75 | |
| 101-2253-423.86-31 REPAIR & MAINTENANCE / SWIM POOL REPAIR & MAINT. | | | | | | | | | | |
| 998 | | 06/20 | AP | 11/14/19 | 0000000 | GREENS KEEPER LAWN SERVICE LL | 495.00 | | 12/12/19 | |
| | | The Falls-Weed Control | | | | | | | | |
| 962 | | 06/20 | AP | 11/06/19 | 0132934 | US BANK | 13.98 | | 12/06/19 | |
| | | MENARDS CEDAR FALLS IA | | | | YELLOW STAKE FLAGS | | | | |
| 962 | | 06/20 | AP | 11/04/19 | 0132934 | US BANK | 37.67 | | 12/06/19 | |
| | | O DONNELL ACE HARDWARE | | | | EXTENSION CORD,OUTLET | | | | |
| | | ACCOUNT TOTAL | | | | | 546.65 | .00 | 546.65 | |

ACCOUNT ACTIVITY LISTING

| GROUP NBR | PO NBR | ACCTG PER. | CD | DATE | TRANSACTION NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE | POST DT |
|---|--------|------------|----|----------|--------------------|-----------------------------------|--------|---------|-----------------|----------|
| FUND 101 GENERAL FUND | | | | | | | | | | |
| 101-2280-423.71-01 | | | | | | OFFICE SUPPLIES / OFFICE SUPPLIES | | | | |
| 962 | | 06/20 AP | | 11/20/19 | 0132934 | US BANK | 19.99 | | | 12/06/19 |
| | | | | | | UNI BOOKSTORE | | | | |
| | | | | | | 2020 PLANNER | | | | |
| ACCOUNT TOTAL | | | | | | | 19.99 | .00 | | 19.99 |
| 101-2280-423.72-70 OPERATING SUPPLIES / CLASSROOM SUPPLIES | | | | | | | | | | |
| 962 | | 06/20 AP | | 11/15/19 | 0132934 | US BANK | 16.22 | | | 12/06/19 |
| | | | | | | HY-VEE CEDAR FALLS 1052 | | | | |
| | | | | | | PRETZELS,CEREAL, APPLES | | | | |
| 962 | | 06/20 AP | | 10/28/19 | 0132934 | US BANK | 41.37 | | | 12/06/19 |
| | | | | | | MICHAELS STORES 1246 | | | | |
| | | | | | | PAINT,STIPPLER BRUSHES | | | | |
| 962 | | 06/20 AP | | 10/23/19 | 0132934 | US BANK | 101.99 | | | 12/06/19 |
| | | | | | | WAL-MART #0753 | | | | |
| | | | | | | PAPER,PLATES,CANVAS,APPLE | | | | |
| 962 | | 06/20 AP | | 10/23/19 | 0132934 | US BANK | 18.00 | | | 12/06/19 |
| | | | | | | DOLLARTREE | | | | |
| | | | | | | SILK LEAVES,CANISTERS, | | | | |
| ACCOUNT TOTAL | | | | | | | 177.58 | .00 | | 177.58 |
| 101-2280-423.72-71 OPERATING SUPPLIES / GALLERY SUPPLIES | | | | | | | | | | |
| 1009 | | 06/20 AP | | 11/22/19 | 0000000 | SIGNS & DESIGNS, INC. | 30.00 | | | 12/12/19 |
| | | | | | | ADVERTISING TO ART VINYL | | | | |
| 962 | | 06/20 AP | | 11/20/19 | 0132934 | US BANK | | 70.13 | | 12/06/19 |
| | | | | | | O DONNELL ACE HARDWARE | | | | |
| | | | | | | RETURN OF UNUSED SUPPLIES | | | | |
| 962 | | 06/20 AP | | 11/15/19 | 0132934 | US BANK | 20.89 | | | 12/06/19 |
| | | | | | | DIAMOND VOGEL PAINT #210 | | | | |
| | | | | | | PAINT FOR TITLE WALL OF | | | | |
| 962 | | 06/20 AP | | 11/12/19 | 0132934 | US BANK | 69.49 | | | 12/06/19 |
| | | | | | | O DONNELL ACE HARDWARE | | | | |
| | | | | | | PIPES, CABLE, FERRULES | | | | |
| 962 | | 06/20 AP | | 11/07/19 | 0132934 | US BANK | 24.25 | | | 12/06/19 |
| | | | | | | DIAMOND VOGEL PAINT #210 | | | | |
| | | | | | | ROLLER COVER & PAINT FOR | | | | |
| 962 | | 06/20 AP | | 11/07/19 | 0132934 | US BANK | 48.57 | | | 12/06/19 |
| | | | | | | O DONNELL ACE HARDWARE | | | | |
| | | | | | | PIPE,ADAPTERS,FLANGES, | | | | |
| 962 | | 06/20 AP | | 11/01/19 | 0132934 | US BANK | 52.23 | | | 12/06/19 |
| | | | | | | GAYLORD BROS INC | | | | |
| | | | | | | ARCHIVAL STORAGE BOXES | | | | |
| 962 | | 06/20 AP | | 10/31/19 | 0132934 | US BANK | 21.77 | | | 12/06/19 |
| | | | | | | O DONNELL ACE HARDWARE | | | | |
| | | | | | | PLEXI CLEANER FOR TRADE | | | | |
| ACCOUNT TOTAL | | | | | | | 267.20 | 70.13 | | 197.07 |
| 101-2280-423.72-72 OPERATING SUPPLIES / PRODUCTS FOR RESALE | | | | | | | | | | |
| 1009 | | 06/20 AP | | 11/20/19 | 0000000 | METRICK-CHEN, LENORE | 224.00 | | | 12/12/19 |
| | | | | | | 'COLLECTING OBJECTS...' | | | | |
| | | | | | | ADVERTISING TO ART BOOKS | | | | |
| ACCOUNT TOTAL | | | | | | | 224.00 | .00 | | 224.00 |
| 101-2280-423.72-74 OPERATING SUPPLIES / SERVICE/VOLUNTEER SUPP. | | | | | | | | | | |
| 1009 | | 06/20 AP | | 11/22/19 | 0000000 | BANCROFT'S FLOWERS | 80.00 | | | 12/12/19 |

| GROUP NBR | PO NBR | ACCTG PER. | CD | DATE | TRANSACTION NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE | POST DT |
|---|--------|------------|----|-------|---------------------|--|--------|---------|-----------------|----------|
| FUND 101 GENERAL FUND | | | | | | | | | | |
| 101-2280-423.72-74 | | | | | | OPERATING SUPPLIES / SERVICE/VOLUNTEER SUPP. continued | | | | |
| | | | | | | ADVERTISING TO ART FLOWER ARRANGEMENT | | | | |
| 962 | | | | 06/20 | AP 11/07/19 0132934 | US BANK | 10.37 | | | 12/06/19 |
| | | | | | | HY-VEE CEDAR FALLS 1052 VINEGAR, DISH SOAP, WATER | | | | |
| | | | | | | ACCOUNT TOTAL | 90.37 | .00 | 90.37 | |
| 101-2280-423.73-01 OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES | | | | | | | | | | |
| 962 | | | | 06/20 | AP 11/18/19 0132934 | US BANK | 37.50 | | | 12/06/19 |
| | | | | | | REGAL PLASTIC / REGAL GRA ACRYLIC FOR RED HOUSE | | | | |
| | | | | | | ACCOUNT TOTAL | 37.50 | .00 | 37.50 | |
| 101-2280-423.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES | | | | | | | | | | |
| 1009 | | | | 06/20 | AP 12/03/19 0000000 | CITY LAUNDERING CO. | 6.00 | | | 12/12/19 |
| | | | | | | FLOOR RUG SERVICE | | | | |
| 1009 | | | | 06/20 | AP 11/20/19 0000000 | METRICK-CHEN, LENORE | 250.00 | | | 12/12/19 |
| | | | | | | DR METRICK-CHEN GALLERY TALK HONORARIUM | | | | |
| | | | | | | ACCOUNT TOTAL | 256.00 | .00 | 256.00 | |
| 101-2280-423.81-06 PROFESSIONAL SERVICES / PRINTING & PUBLICATION | | | | | | | | | | |
| 1009 | | | | 06/20 | AP 11/30/19 0000000 | KCVM-93.5 THE MIX | 215.00 | | | 12/12/19 |
| | | | | | | HOLIDAY RADIO PROMO | | | | |
| | | | | | | ACCOUNT TOTAL | 215.00 | .00 | 215.00 | |
| 101-2280-423.81-61 PROFESSIONAL SERVICES / PROMOTIONS | | | | | | | | | | |
| 1009 | | | | 06/20 | AP 11/18/19 0000000 | LAMAR COMPANIES | 100.00 | | | 12/12/19 |
| | | | | | | BILLBOARD KENTRIDGE/CHEN PAYMENT #1 | | | | |
| | | | | | | ACCOUNT TOTAL | 100.00 | .00 | 100.00 | |
| 101-2280-423.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS | | | | | | | | | | |
| 1009 | | | | 06/20 | AP 10/14/19 0000000 | IOWA MUSEUM ASSOCIATION | 140.00 | | | 12/12/19 |
| | | | | | | LEVEL 3 MEMBERSHIP RENEW | | | | |
| | | | | | | ACCOUNT TOTAL | 140.00 | .00 | 140.00 | |
| 101-2280-423.88-21 OUTSIDE AGENCIES / PUBLIC ART COMMITTEE | | | | | | | | | | |
| 1009 | | | | 06/20 | AP 11/18/19 0000000 | GIBSON SPECIALTY CO. | 291.99 | | | 12/12/19 |
| | | | | | | PLAQUE FOR MODEL TO MAIN PUBLIC ART PIECE | | | | |
| | | | | | | ACCOUNT TOTAL | 291.99 | .00 | 291.99 | |

| GROUP | PO | ACCTG | -----TRANSACTION----- | | | DEBITS | CREDITS | CURRENT |
|---|-----|-------|-----------------------|----------|---------|---------------------------|---------|----------|
| NBR | NBR | PER. | CD | DATE | NUMBER | DESCRIPTION | | BALANCE |
| | | | | | | | | POST DT |
| FUND 101 GENERAL FUND | | | | | | | | |
| 101-2280-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM | | | | | | | | |
| 962 | | 06/20 | AP | 11/08/19 | 0132934 | US BANK | 206.00 | 12/06/19 |
| | | | | | | SQ *BLUE BARN BBQ | | |
| | | | | | | FOOD FOR HEARST IN PROSE | | |
| | | | | | | ACCOUNT TOTAL | 206.00 | 206.00 |
| 101-2280-423.93-01 EQUIPMENT / EQUIPMENT | | | | | | | | |
| 962 | | 06/20 | AP | 11/19/19 | 0132934 | US BANK | 112.35 | 12/06/19 |
| | | | | | | AMAZON.COM*0W37D8BI3 | | |
| | | | | | | IT CART FOR MAE LATTA | | |
| | | | | | | ACCOUNT TOTAL | 112.35 | 112.35 |
| 101-4511-414.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES | | | | | | | | |
| 992 | | 06/20 | AP | 12/05/19 | 0000000 | STOREY KENWORTHY | 115.87 | 12/12/19 |
| | | | | | | BINDERS;TAPE CARTRIDGES | | |
| 1008 | | 06/20 | AP | 11/21/19 | 0000000 | STOREY KENWORTHY | 4.29 | 12/12/19 |
| | | | | | | COPY PAPER | | |
| 1008 | | 06/20 | AP | 11/11/19 | 0000000 | STOREY KENWORTHY | 4.29 | 12/12/19 |
| | | | | | | COPY PAPER | | |
| | | | | | | ACCOUNT TOTAL | 124.45 | 124.45 |
| 101-4511-414.72-02 OPERATING SUPPLIES / LAUNDRY | | | | | | | | |
| 992 | | 06/20 | AP | 12/02/19 | 0000000 | CITY LAUNDERING CO. | 3.00 | 12/12/19 |
| | | | | | | TOWELS-STATION #1 | | |
| 992 | | 06/20 | AP | 12/02/19 | 0000000 | CITY LAUNDERING CO. | 24.00 | 12/12/19 |
| | | | | | | TOWELS;MATS-PSS BUILDING | | |
| 992 | | 06/20 | AP | 11/18/19 | 0000000 | CITY LAUNDERING CO. | 24.00 | 12/12/19 |
| | | | | | | TOWELS;MATS-PSS BUILDING | | |
| | | | | | | ACCOUNT TOTAL | 51.00 | 51.00 |
| 101-4511-414.72-07 OPERATING SUPPLIES / EMS/RESCUE SUPPLIES | | | | | | | | |
| 962 | | 06/20 | AP | 10/28/19 | 0132934 | US BANK | 7.18 | 12/06/19 |
| | | | | | | WAL-MART #0753 | | |
| | | | | | | MEDICAL TAPE | | |
| | | | | | | ACCOUNT TOTAL | 7.18 | 7.18 |
| 101-4511-414.72-09 OPERATING SUPPLIES / EQUIPMENT REPAIR | | | | | | | | |
| 962 | | 06/20 | AP | 11/07/19 | 0132934 | US BANK | 32.16 | 12/06/19 |
| | | | | | | AMAZON.COM*173XT7PL3 AMZN | | |
| | | | | | | HI-LIFT JACK KIT | | |
| | | | | | | ACCOUNT TOTAL | 32.16 | 32.16 |

ITEM 43.

| GROUP NBR | PO NBR | ACCTG PER. | CD | DATE | ---TRANSACTION--- NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE | POST DT |
|-----------------------|--------|------------|----|----------|-----------------------------|---|--------|---------|--------------------|----------|
| FUND 101 GENERAL FUND | | | | | | | | | | |
| 101-4511-414.72-10 | | | | | | OPERATING SUPPLIES / FIRE PREVENTION | | | | |
| 962 | | 06/20 AP | | 11/18/19 | 0132934 | US BANK | 69.94 | | | 12/06/19 |
| 962 | | 06/20 AP | | 11/12/19 | 0132934 | MENARDS CEDAR FALLS IA US BANK | 175.00 | | | 12/06/19 |
| | | | | | | WAL-MART #0753 SMOKE ALARMS-FIRE PREV. GIFT CARDS-FIRE PREVENT. | | | | |
| | | | | | | ACCOUNT TOTAL | 244.94 | .00 | 244.94 | |
| 101-4511-414.72-11 | | | | | | OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES | | | | |
| 992 | | 06/20 AP | | 01/04/19 | 0000000 | IOWA FIRE MARSHALS ASSOCIATIO | 50.00 | | | 12/12/19 |
| | | | | | | 2020 IAFMA DUES-CITY | | | | |
| | | | | | | ACCOUNT TOTAL | 50.00 | .00 | 50.00 | |
| 101-4511-414.72-19 | | | | | | OPERATING SUPPLIES / PRINTING | | | | |
| 992 | | 06/20 AP | | 12/05/19 | 0000000 | PARKADE PRINTER, INC. | 141.56 | | | 12/12/19 |
| | | | | | | OPEN BURNING REG. FORMS | | | | |
| | | | | | | ACCOUNT TOTAL | 141.56 | .00 | 141.56 | |
| 101-4511-414.72-20 | | | | | | OPERATING SUPPLIES / OFFICERS EQUIPMENT | | | | |
| 992 | | 06/20 AP | | 11/19/19 | 0000000 | SANDRY FIRE SUPPLY, L.L.C. | 552.15 | | | 12/12/19 |
| | | | | | | TURNOUT GEAR-GLOVES | | | | |
| | | | | | | ACCOUNT TOTAL | 552.15 | .00 | 552.15 | |
| 101-4511-414.72-99 | | | | | | OPERATING SUPPLIES / POSTAGE | | | | |
| 962 | | 06/20 AP | | 11/01/19 | 0132934 | US BANK | 12.36 | | | 12/06/19 |
| | | | | | | UPS (800) 811-1648 RETURN MEDICAL SUPPLIES | | | | |
| | | | | | | ACCOUNT TOTAL | 12.36 | .00 | 12.36 | |
| 101-4511-414.73-10 | | | | | | OTHER SUPPLIES / HEADQUARTER SUPPLIES | | | | |
| 994 | | 06/20 AP | | 12/05/19 | 0000000 | CINTAS FIRST AID & SAFETY | 42.12 | | | 12/12/19 |
| 962 | | 06/20 AP | | 11/18/19 | 0132934 | RESTOCK FD FIRST AID KIT US BANK | 7.96 | | | 12/06/19 |
| 994 | | 06/20 AP | | 11/16/19 | 0000000 | HY-VEE CEDAR FALLS 1052 FAREWAY STORES INC. #190 | 16.99 | | | 12/12/19 |
| 992 | | 06/20 AP | | 11/08/19 | 0000000 | PROPANE-PSS BUILDING SIGNS BY TOMORROW | 289.00 | | | 12/12/19 |
| | | | | | | DRY ERASE BOARD;MAGNETS PSS BUILDING | | | | |
| | | | | | | ACCOUNT TOTAL | 356.07 | .00 | 356.07 | |

| GROUP NBR | PO NBR | ACCTG PER. | CD | DATE | ---TRANSACTION--- NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE | POST DT |
|--|--------|------------|----|----------|-----------------------------|--|----------|---------|--------------------|----------|
| FUND 101 GENERAL FUND | | | | | | | | | | |
| 101-4511-414.83-05 | | | | | | TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD) | | | | |
| 962 | | 06/20 AP | | 11/11/19 | 0132934 | US BANK | 14.99 | | | 12/06/19 |
| | | | | | | TST* HESSEN HAUS | | | | |
| 962 | | 06/20 AP | | 11/11/19 | 0132934 | US BANK | 14.00 | | | 12/06/19 |
| | | | | | | VETS HY VEE | | | | |
| 962 | | 06/20 AP | | 11/11/19 | 0132934 | US BANK | 13.25 | | | 12/06/19 |
| | | | | | | TAYLOR'S MAID-RITE | | | | |
| 962 | | 06/20 AP | | 11/11/19 | 0132934 | US BANK | 241.92 | | | 12/06/19 |
| | | | | | | FAIRFIELD INN & SUITES | | | | |
| 962 | | 06/20 AP | | 10/28/19 | 0132934 | US BANK | 22.05 | | | 12/06/19 |
| | | | | | | RENTAL CAR TOLLS | | | | |
| 962 | | 06/20 AP | | 10/22/19 | 0132934 | US BANK | 56.00 | | | 12/06/19 |
| | | | | | | EASTERN IOWA AIRPORT | | | | |
| | | | | | | PRKG.-EXEC.OFFICER TRNG. | | | | |
| | | | | | | ACCOUNT TOTAL | 362.21 | .00 | 362.21 | |
| 101-4511-414.83-06 TRANSPORTATION&EDUCATION / EDUCATION | | | | | | | | | | |
| 962 | | 06/20 AP | | 10/31/19 | 0132934 | US BANK | 50.00 | | | 12/06/19 |
| | | | | | | FIRE SERVICE TRAINING BUR | | | | |
| 962 | | 06/20 AP | | 10/31/19 | 0132934 | US BANK | 350.00 | | | 12/06/19 |
| | | | | | | IOWA EMS ASSOCIATION | | | | |
| 962 | | 06/20 AP | | 10/29/19 | 0132934 | US BANK | 50.00 | | | 12/06/19 |
| | | | | | | FIRE SERVICE TRAINING BUR | | | | |
| | | | | | | CERT.FEES FOR OFFICER II | | | | |
| | | | | | | ACCOUNT TOTAL | 450.00 | .00 | 450.00 | |
| 101-4511-414.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE | | | | | | | | | | |
| 992 | | 06/20 AP | | 11/22/19 | 0000000 | OUTDOOR & MORE | 89.99 | | | 12/12/19 |
| | | | | | | HIGH OCTANE FUEL-STAT.#1 | | | | |
| 962 | | 06/20 AP | | 11/18/19 | 0132934 | US BANK | 15.38 | | | 12/06/19 |
| | | | | | | MENARDS CEDAR FALLS IA | | | | |
| | | | | | | BLADES;BOLTS & LOCKNUT | | | | |
| | | | | | | ACCOUNT TOTAL | 105.37 | .00 | 105.37 | |
| 101-4511-414.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE | | | | | | | | | | |
| 992 | | 06/20 AP | | 10/31/19 | 0000000 | WERTJES UNIFORMS | 119.98 | | | 12/12/19 |
| | | | | | | UNIFORM ALLOWANCE-PANTS | | | | |
| 992 | | 06/20 AP | | 10/10/19 | 0000000 | WERTJES UNIFORMS | 330.98 | | | 12/12/19 |
| | | | | | | INTL.UNIFORM NEW HIRE | | | | |
| 992 | | 06/20 AP | | 08/21/19 | 0000000 | WERTJES UNIFORMS | 368.96 | | | 12/12/19 |
| | | | | | | PSO UNIFORM ALLOWANCE | | | | |
| 992 | | 06/20 AP | | 08/21/19 | 0000000 | WERTJES UNIFORMS | 362.96 | | | 12/12/19 |
| | | | | | | PSO UNIFORM ALLOWANCE | | | | |
| | | | | | | JOSH GETZ | | | | |
| | | | | | | ACCOUNT TOTAL | 1,182.88 | .00 | 1,182.88 | |

| GROUP NBR | PO NBR | ACCTG PER. | CD | DATE | ---TRANSACTION--- NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE POST DT |
|--|--------|------------|----|----------|-----------------------------|---|-----------|---------|----------------------------|
| FUND 101 GENERAL FUND | | | | | | | | | |
| 101-4511-414.93-01 | | | | | | EQUIPMENT / EQUIPMENT | | | |
| 992 | | 06/20 | AP | 12/04/19 | 0000000 | O'DONNELL ACE HARDWARE | 1,338.07 | | 12/12/19 |
| | | | | | | TOOLS/EQUIPMENT-PS BLDG. | | | |
| 962 | | 06/20 | AP | 11/18/19 | 0132934 | US BANK | 762.00 | | 12/06/19 |
| | | | | | | THE KNOX COMPANY | | | |
| | | | | | | KNOX BOX FOR 503 | | | |
| 992 | | 06/20 | AP | 11/14/19 | 0000000 | SANDRY FIRE SUPPLY, L.L.C. | 1,796.96 | | 12/12/19 |
| | | | | | | 501 HYDRANT PUMP CONNECT. | | | |
| 962 | | 06/20 | AP | 10/30/19 | 0132934 | US BANK | 52.91 | | 12/06/19 |
| | | | | | | MENARDS CEDAR FALLS IA | | | |
| | | | | | | COUPLER KIT-HOSE REEL | | | |
| 992 | | 06/20 | AP | 10/09/19 | 0000000 | CARDIO PARTNER RESOURCES, LLC | 6,474.00 | | 12/12/19 |
| | | | | | | AED'S; KEYS; CASES; SMART PADS; BATTERIES | | | |
| ACCOUNT TOTAL | | | | | | | 10,423.94 | .00 | 10,423.94 |
| 101-5521-415.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES | | | | | | | | | |
| 1008 | | 06/20 | AP | 11/21/19 | 0000000 | STOREY KENWORTHY | 4.29 | | 12/12/19 |
| | | | | | | COPY PAPER | | | |
| 962 | | 06/20 | AP | 11/20/19 | 0132934 | US BANK | 20.80 | | 12/06/19 |
| | | | | | | WAL-MART #0753 | | | |
| | | | | | | TAPE; FILES; BATTERIES | | | |
| 927 | | 06/20 | AP | 11/18/19 | 0000000 | STOREY KENWORTHY | 560.03 | | 12/12/19 |
| | | | | | | HOOK HANGERS, GARMENT RACK | | | |
| 1008 | | 06/20 | AP | 11/11/19 | 0000000 | STOREY KENWORTHY | 4.29 | | 12/12/19 |
| | | | | | | COPY PAPER | | | |
| ACCOUNT TOTAL | | | | | | | 589.41 | .00 | 589.41 |
| 101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES | | | | | | | | | |
| 994 | | 06/20 | AP | 12/07/19 | 0000000 | SHRED-IT USA | 48.07 | | 12/12/19 |
| | | | | | | ON-SITE DOC. DESTRUCTION | | | |
| | | | | | | TICKET #8055313370 | | | |
| 994 | | 06/20 | AP | 12/05/19 | 0000000 | CINTAS FIRST AID & SAFETY | 72.44 | | 12/12/19 |
| | | | | | | RESTOCK PD FIRST AID KIT | | | |
| 992 | | 06/20 | AP | 12/02/19 | 0000000 | CITY LAUNDERING CO. | 24.00 | | 12/12/19 |
| | | | | | | TOWELS; MATS-PSS BUILDING | | | |
| 994 | | 06/20 | AP | 12/02/19 | 0000000 | VARSITY CLEAN-CF | 2.55 | | 12/12/19 |
| | | | | | | CLEAN BLOOD OFF GLOVES | | | |
| | | | | | | CASE#19-096670-MANTERNACH | | | |
| 994 | | 06/20 | AP | 12/02/19 | 0000000 | VARSITY CLEAN-CF | 2.55 | | 12/12/19 |
| | | | | | | CLEAN BLOOD OFF GLOVES | | | |
| | | | | | | CASE #19-096670-SCHULTZ | | | |
| 994 | | 06/20 | AP | 12/01/19 | 0000000 | THOMSON REUTERS - WEST | 277.33 | | 12/12/19 |
| | | | | | | INVESTIGATIVE SOFTWARE | | | |
| | | | | | | 11/01/19-11/30/19 | | | |
| 994 | | 06/20 | AP | 12/01/19 | 0000000 | PRIMARY SYSTEMS | 192.00 | | 12/12/19 |
| | | | | | | ALARM MONITORING FEES-'20 | | | |
| 992 | | 06/20 | AP | 11/18/19 | 0000000 | CITY LAUNDERING CO. | 24.00 | | 12/12/19 |
| | | | | | | TOWELS; MATS-PSS BUILDING | | | |
| 994 | | 06/20 | AP | 11/16/19 | 0000000 | FAREWAY STORES INC. #190 | 16.99 | | 12/12/19 |
| | | | | | | PROPANE-PSS BUILDING | | | |
| 962 | | 06/20 | AP | 10/31/19 | 0132934 | US BANK | 29.48 | | 12/06/19 |
| | | | | | | WAL-MART #0753 | | | |
| | | | | | | HALLOWEEN CANDY-SOC.MEDIA | | | |
| 994 | | 06/20 | AP | 10/30/19 | 0000000 | VARSITY CLEAN-CF | 13.80 | | 12/12/19 |

| GROUP NBR | PO NBR | ACCTG PER. | CD | DATE | TRANSACTION NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE | POST DT |
|-----------------------|--------|------------|----|----------|--------------------|---|--------|---------|-----------------|-----------|
| FUND 101 GENERAL FUND | | | | | | | | | | |
| 101-5521-415.72-01 | | | | | | OPERATING SUPPLIES / OPERATING SUPPLIES | | | | continued |
| | | | | | | CLEAN BLOOD OFF UNIFORM | | | | |
| | | | | | | CASE #19-089183-K.SCHWAN | | | | |
| 962 | | 06/20 AP | | 10/23/19 | 0132934 | US BANK | 205.70 | | | 12/06/19 |
| | | | | | | DASH MEDICAL GLOVES | | | | |
| | | | | | | 3 CS. BLACK MAXX GLOVES | | | | |
| | | | | | | ACCOUNT TOTAL | 908.91 | .00 | 908.91 | |
| 101-5521-415.72-08 | | | | | | OPERATING SUPPLIES / CAMERA & PHOTO EQUIPMENT | | | | |
| 962 | | 06/20 AP | | 11/01/19 | 0132934 | US BANK | 139.45 | | | 12/06/19 |
| | | | | | | SIRCHIE FINGER PRINT LABO | | | | |
| | | | | | | STERILE SWABS;COLL.TUBES | | | | |
| | | | | | | ACCOUNT TOTAL | 139.45 | .00 | 139.45 | |
| 101-5521-415.72-20 | | | | | | OPERATING SUPPLIES / OFFICERS EQUIPMENT | | | | |
| 962 | | 06/20 AP | | 11/08/19 | 0132934 | US BANK | 37.32 | | | 12/06/19 |
| | | | | | | N AMERICA RESCUE PRODUCT | | | | |
| | | | | | | REPL.SCHWAN'S CAT TOURN. | | | | |
| 962 | | 06/20 AP | | 11/06/19 | 0132934 | US BANK | | 199.99 | | 12/06/19 |
| | | | | | | INTERSPORT GROUP | | | | |
| | | | | | | CREDIT-CEC CARRIER RETURN | | | | |
| 962 | | 06/20 AP | | 10/31/19 | 0132934 | US BANK | 214.98 | | | 12/06/19 |
| | | | | | | INTERSPORT GROUP | | | | |
| | | | | | | CEC SIZING CARRIERS | | | | |
| 962 | | 06/20 AP | | 10/30/19 | 0132934 | US BANK | | 2.99 | | 12/06/19 |
| | | | | | | GALLS HQ | | | | |
| | | | | | | CREDIT-SALES TAX ON CUFFS | | | | |
| 994 | | 06/20 AP | | 10/04/19 | 0000000 | WERTJES UNIFORMS | 14.99 | | | 12/12/19 |
| | | | | | | MARISSA ABBOTT | | | | |
| 994 | | 06/20 AP | | 10/01/19 | 0000000 | WERTJES UNIFORMS | 56.99 | | | 12/12/19 |
| | | | | | | OUTER BELT | | | | |
| | | | | | | CEDRIC DANILSON | | | | |
| 994 | | 06/20 AP | | 09/30/19 | 0000000 | WERTJES UNIFORMS | 44.99 | | | 12/12/19 |
| | | | | | | OPT.EQUIPMENT-CUFF CASE | | | | |
| 994 | | 06/20 AP | | 09/24/19 | 0000000 | WERTJES UNIFORMS | 14.75 | | | 12/12/19 |
| | | | | | | MORGAN HOEFT | | | | |
| 994 | | 06/20 AP | | 09/17/19 | 0000000 | WERTJES UNIFORMS | 56.95 | | | 12/12/19 |
| | | | | | | OUTER BELT | | | | |
| | | | | | | STEPHANIE MOORE | | | | |
| 994 | | 06/20 AP | | 09/11/19 | 0000000 | WERTJES UNIFORMS | 44.99 | | | 12/12/19 |
| | | | | | | OPT.EQUIPMENT-CUFF CASE | | | | |
| 994 | | 06/20 AP | | 09/09/19 | 0000000 | WERTJES UNIFORMS | 46.99 | | | 12/12/19 |
| | | | | | | MARK HOWARD | | | | |
| 994 | | 06/20 AP | | 08/30/19 | 0000000 | WERTJES UNIFORMS | 44.90 | | | 12/12/19 |
| | | | | | | OPT.EQUIP.-CUFF CASE | | | | |
| 994 | | 06/20 AP | | 08/30/19 | 0000000 | WERTJES UNIFORMS | 34.90 | | | 12/12/19 |
| | | | | | | LUCAS SCHMIDT | | | | |
| 994 | | 06/20 AP | | 08/21/19 | 0000000 | WERTJES UNIFORMS | 494.79 | | | 12/12/19 |
| | | | | | | INTL.EQUIP.-NEW OFFICER | | | | |
| | | | | | | MORGAN HOEFT | | | | |
| 994 | | 06/20 AP | | 08/21/19 | 0000000 | WERTJES UNIFORMS | 207.58 | | | 12/12/19 |
| | | | | | | INTL.EQUIP.-NEW OFFICER | | | | |
| | | | | | | MORGAN HOEFT | | | | |
| 994 | | 06/20 AP | | 08/21/19 | 0000000 | WERTJES UNIFORMS | 207.58 | | | 12/12/19 |
| | | | | | | INTL.EQUIP.-NEW OFFICER | | | | |
| | | | | | | JOSH GETZ | | | | |
| 994 | | 06/20 AP | | 08/21/19 | 0000000 | WERTJES UNIFORMS | 494.79 | | | 12/12/19 |
| | | | | | | INTL.EQUIP.-NEW OFFICER | | | | |
| | | | | | | JOSH GETZ | | | | |

| GROUP NBR | PO NBR | ACCTG PER. | CD | DATE | ---TRANSACTION--- NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE | POST DT | |
|---|--------|--------------------------|----|----------|-----------------------------|---------------------------|-----------|---------|--------------------|----------|--|
| FUND 101 GENERAL FUND | | | | | | | | | | | |
| 101-5521-415.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT | | | | | | | continued | | | | |
| ACCOUNT TOTAL | | | | | | | 2,017.49 | 202.98 | 1,814.51 | | |
| 101-5521-415.72-29 OPERATING SUPPLIES / MIRT EQUIPMENT | | | | | | | | | | | |
| 962 | | 06/20 AP | | 11/14/19 | 0132934 | US BANK | 68.51 | | | 12/06/19 | |
| | | MIDWAYUSA COM | | | | MIRT WEAPON CLEANING GEAR | | | | | |
| 962 | | 06/20 AP | | 11/07/19 | 0132934 | US BANK | 165.98 | | | 12/06/19 | |
| | | MIDWAYUSA COM | | | | MIRT WEAPON CLEANING GEAR | | | | | |
| ACCOUNT TOTAL | | | | | | | 234.49 | .00 | 234.49 | | |
| 101-5521-415.72-33 OPERATING SUPPLIES / POLICE AUXILIARY PROGRAM | | | | | | | | | | | |
| 994 | | 06/20 AP | | 10/04/19 | 0000000 | WERTJES UNIFORMS | 14.75 | | | 12/12/19 | |
| | | OPT.EQUIPMENT-CUFF STRAP | | | | MATT BUCK | | | | | |
| 994 | | 06/20 AP | | 09/11/19 | 0000000 | WERTJES UNIFORMS | 47.00 | | | 12/12/19 | |
| | | UNIFORM ALLOWANCE-POLO | | | | ADAM BURG | | | | | |
| ACCOUNT TOTAL | | | | | | | 61.75 | .00 | 61.75 | | |
| 101-5521-415.72-99 OPERATING SUPPLIES / POSTAGE | | | | | | | | | | | |
| 962 | | 06/20 AP | | 11/08/19 | 0132934 | US BANK | 10.12 | | | 12/06/19 | |
| | | THE UPS STORE #5617 | | | | SHIP MMPI'S BACK TO ILEA | | | | | |
| 962 | | 06/20 AP | | 10/28/19 | 0132934 | US BANK | 11.16 | | | 12/06/19 | |
| | | THE UPS STORE #5617 | | | | SHIP EXAMS TO STANARD | | | | | |
| ACCOUNT TOTAL | | | | | | | 21.28 | .00 | 21.28 | | |
| 101-5521-415.81-58 PROFESSIONAL SERVICES / WITNESS FEES/SUBPOENAS | | | | | | | | | | | |
| 1015 | | 06/20 AP | | 12/03/19 | 0000000 | SWISHER & COHRT, P.L.C. | 253.50 | | | 12/12/19 | |
| | | LGL:TRAFFIC CASES | | | | 9/10/19-11/30/19 | | | | | |
| 1015 | | 06/20 AP | | 12/03/19 | 0000000 | SWISHER & COHRT, P.L.C. | 172.44 | | | 12/12/19 | |
| | | LGL:CODE ENFORCEMENT | | | | 10/16/19-11/30/19 | | | | | |
| ACCOUNT TOTAL | | | | | | | 425.94 | .00 | 425.94 | | |
| 101-5521-415.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD) | | | | | | | | | | | |
| 962 | | 06/20 AP | | 11/07/19 | 0132934 | US BANK | 9.59 | | | 12/06/19 | |
| | | CULVER S OF ANKENY #119 | | | | MEAL-JNT.HATE CRIME TRNG. | | | | | |
| 962 | | 06/20 AP | | 10/28/19 | 0132934 | US BANK | 75.38 | | | 12/06/19 | |
| | | THE OTHER PLACE | | | | MEALS-PSO APPL. TESTING | | | | | |
| 962 | | 06/20 AP | | 10/24/19 | 0132934 | US BANK | 184.55 | | | 12/06/19 | |
| | | THE OTHER PLACE | | | | MEALS-FIREARMS TRAINING | | | | | |
| ACCOUNT TOTAL | | | | | | | 269.52 | .00 | 269.52 | | |

| GROUP NBR | PO NBR | ACCTG PER. | CD | DATE | TRANSACTION NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE | POST DT |
|---|--------|------------|----|----------|--------------------|-----------------------------|----------|---------|-----------------|----------|
| FUND 101 GENERAL FUND | | | | | | | | | | |
| 101-5521-415.83-06 TRANSPORTATION&EDUCATION / EDUCATION | | | | | | | | | | |
| 962 | | 06/20 AP | | 11/14/19 | 0132934 | US BANK | 695.00 | | | 12/06/19 |
| | | | | | | REG: SUP.LDRSHP.-HAISLET | | | | |
| 962 | | 06/20 AP | | 11/07/19 | 0132934 | US BANK | 250.00 | | | 12/06/19 |
| | | | | | | REG: ARMORER'S CSE.-SCHWAN | | | | |
| 962 | | 06/20 AP | | 11/06/19 | 0132934 | US BANK | 350.00 | | | 12/06/19 |
| | | | | | | REG: BCKGRND. INV-BURKHARDT | | | | |
| 962 | | 06/20 AP | | 11/06/19 | 0132934 | US BANK | 175.00 | | | 12/06/19 |
| | | | | | | REG: DE-ESCALATION-REIMERS | | | | |
| 962 | | 06/20 AP | | 10/28/19 | 0132934 | US BANK | 500.00 | | | 12/06/19 |
| | | | | | | TRNG. MODULES A,B,D & F | | | | |
| | | | | | | ACCOUNT TOTAL | 1,970.00 | .00 | | 1,970.00 |
| 101-5521-415.86-06 REPAIR & MAINTENANCE / WEAPONS MAINTENANCE | | | | | | | | | | |
| 962 | | 06/20 AP | | 11/13/19 | 0132934 | US BANK | 19.96 | | | 12/06/19 |
| | | | | | | MIDWAYUSA COM | | | | |
| | | | | | | ARMORY PARTS-WEAPON RPR. | | | | |
| 962 | | 06/20 AP | | 11/06/19 | 0132934 | US BANK | 203.24 | | | 12/06/19 |
| | | | | | | MIDWAYUSA COM | | | | |
| | | | | | | ARMORY PARTS-WEAPON RPR. | | | | |
| 962 | | 06/20 AP | | 11/04/19 | 0132934 | US BANK | 26.83 | | | 12/06/19 |
| | | | | | | AMZN MKTP US*CF1JA67R3 | | | | |
| | | | | | | CLEANER; GUN OIL; SNAP CAP | | | | |
| 962 | | 06/20 AP | | 11/01/19 | 0132934 | US BANK | 32.95 | | | 12/06/19 |
| | | | | | | ELITE SURVIVAL SYSTEMS | | | | |
| | | | | | | TEST SHELL CARRIER | | | | |
| | | | | | | ACCOUNT TOTAL | 282.98 | .00 | | 282.98 |
| 101-5521-415.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE | | | | | | | | | | |
| 994 | | 06/20 AP | | 10/09/19 | 0000000 | WERTJES UNIFORMS | 94.00 | | | 12/12/19 |
| | | | | | | UNIFORM ALLOWANCE-POLOS | | | | |
| | | | | | | TYLER LENOX | | | | |
| 994 | | 06/20 AP | | 10/01/19 | 0000000 | WERTJES UNIFORMS | 41.99 | | | 12/12/19 |
| | | | | | | UNIFORM ALLOW.-SUSPENDERS | | | | |
| | | | | | | CEDRIC DANILSON | | | | |
| 994 | | 06/20 AP | | 09/30/19 | 0000000 | WERTJES UNIFORMS | 47.00 | | | 12/12/19 |
| | | | | | | UNIFORM ALLOWANCE-POLO | | | | |
| | | | | | | THOMAS BALTES | | | | |
| 994 | | 06/20 AP | | 09/30/19 | 0000000 | WERTJES UNIFORMS | 94.00 | | | 12/12/19 |
| | | | | | | UNIFORM ALLOWANCE-POLOS | | | | |
| | | | | | | ERIC VAN HORN | | | | |
| 994 | | 06/20 AP | | 09/30/19 | 0000000 | WERTJES UNIFORMS | 47.00 | | | 12/12/19 |
| | | | | | | UNIFORM ALLOWANCE-POLO | | | | |
| | | | | | | STEPHANIE MOORE | | | | |
| 994 | | 06/20 AP | | 09/30/19 | 0000000 | WERTJES UNIFORMS | 107.90 | | | 12/12/19 |
| | | | | | | UNIF. ALLOW.-POLOS/PATCHES | | | | |
| | | | | | | JEFF HARRENSTEIN | | | | |
| 994 | | 06/20 AP | | 09/24/19 | 0000000 | WERTJES UNIFORMS | 267.00 | | | 12/12/19 |
| | | | | | | UNIFORM ALLOWANCE-SHOES | | | | |
| | | | | | | CRAIG BERTÉ | | | | |
| 994 | | 06/20 AP | | 09/19/19 | 0000000 | WERTJES UNIFORMS | 118.00 | | | 12/12/19 |
| | | | | | | UNIFORM ALLOWANCE-PANTS | | | | |
| | | | | | | BROOKE HEUER | | | | |
| 994 | | 06/20 AP | | 09/18/19 | 0000000 | WERTJES UNIFORMS | 47.00 | | | 12/12/19 |
| | | | | | | UNIFORM ALLOWANCE-POLOS | | | | |
| | | | | | | MARISSA ABBOTT | | | | |
| 994 | | 06/20 AP | | 09/16/19 | 0000000 | WERTJES UNIFORMS | 168.00 | | | 12/12/19 |
| | | | | | | UNIFORM ALLOWANCE-PANTS | | | | |
| | | | | | | JOSH GETZ | | | | |
| 994 | | 06/20 AP | | 09/11/19 | 0000000 | WERTJES UNIFORMS | 6.00 | | | 12/12/19 |

| GROUP NBR | PO NBR | ACCTG PER. | CD | DATE | ---TRANSACTION--- NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE | POST DT |
|---|--------|------------|----|----------|-----------------------------|---|----------|---------|--------------------|----------|
| FUND 101 GENERAL FUND | | | | | | | | | | |
| 101-5521-415.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE | | | | | | continued | | | | |
| | | | | | | UNIFORM ALLOWANCE-PATCHES CEDRIC DANILSON | | | | |
| 994 | | 06/20 AP | | 09/09/19 | 0000000 | WERTJES UNIFORMS | 104.00 | | | 12/12/19 |
| | | | | | | UNIF.ALLOW.-POLO/PANTS MARK HOWARD | | | | |
| 994 | | 06/20 AP | | 09/04/19 | 0000000 | WERTJES UNIFORMS | 84.00 | | | 12/12/19 |
| | | | | | | UNIFORM ALLOWANCE-PANTS HANNAH HOFFA | | | | |
| 994 | | 06/20 AP | | 08/26/19 | 0000000 | WERTJES UNIFORMS | 50.99 | | | 12/12/19 |
| | | | | | | UNIFORM ALLOWANCE-SHORTS AUSTIN LECHTENBERG | | | | |
| 994 | | 06/20 AP | | 08/21/19 | 0000000 | WERTJES UNIFORMS | 892.47 | | | 12/12/19 |
| | | | | | | INTL.UNIFORM-NEW OFFICER MORGAN HOEFT | | | | |
| 994 | | 06/20 AP | | 08/21/19 | 0000000 | WERTJES UNIFORMS | 72.30 | | | 12/12/19 |
| | | | | | | INTL.UNIFORM-NEW OFFICER MORGAN HOEFT | | | | |
| 994 | | 06/20 AP | | 08/21/19 | 0000000 | WERTJES UNIFORMS | 72.30 | | | 12/12/19 |
| | | | | | | INTL.UNIFORM-NEW OFFICER JOSH GETZ | | | | |
| 994 | | 06/20 AP | | 08/21/19 | 0000000 | WERTJES UNIFORMS | 886.47 | | | 12/12/19 |
| | | | | | | INTL.UNIFORM-NEW OFFICER JOSH GETZ | | | | |
| | | | | | | ACCOUNT TOTAL | 3,200.42 | .00 | | 3,200.42 |
| 101-5521-415.93-01 EQUIPMENT / EQUIPMENT | | | | | | | | | | |
| 962 | | 06/20 AP | | 11/15/19 | 0132934 | US BANK | 780.26 | | | 12/06/19 |
| | | | | | | ULINE *SHIP SUPPLIES COAT RACKS FOR POLICE | | | | |
| 962 | | 06/20 AP | | 10/29/19 | 0132934 | US BANK | | 206.00 | | 12/06/19 |
| | | | | | | IRONCOMPANYCOM CREDIT-SHIP RUBBER MATS | | | | |
| | | | | | | ACCOUNT TOTAL | 780.26 | 206.00 | | 574.26 |
| 101-5521-425.81-20 PROFESSIONAL SERVICES / HUMANE SOCIETY | | | | | | | | | | |
| 994 | | 06/20 AP | | 12/06/19 | 0000000 | CEDAR BEND HUMANE SOCIETY | 2,318.50 | | | 12/12/19 |
| | | | | | | NOV'19 ANIMAL SURRENDER | | | | |
| | | | | | | ACCOUNT TOTAL | 2,318.50 | .00 | | 2,318.50 |
| 101-6613-433.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES | | | | | | | | | | |
| 996 | | 06/20 AP | | 12/02/19 | 0000000 | THOMPSON SHOES | 151.30 | | | 12/12/19 |
| | | | | | | SAFETY SHOES-J HOOK P.O. 56454 | | | | |
| 953 | | 06/20 AP | | 11/30/19 | 0000000 | CULLIGAN WATER CONDITIONING | 6.50 | | | 12/12/19 |
| | | | | | | BOTTLED WATER | | | | |
| | | | | | | ACCOUNT TOTAL | 157.80 | .00 | | 157.80 |
| 101-6616-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES | | | | | | | | | | |
| 960 | | 06/20 AP | | 11/27/19 | 0000000 | MARTIN BROS.DISTRIBUTING | 69.56 | | | 12/12/19 |
| | | | | | | GLASS CLEANER,BOWL CLEAN ER.LINERS,TISSUE,TOWELS | | | | |
| PROJECT#: | | | | | | 062505 | | | | |
| 960 | | 06/20 AP | | 11/27/19 | 0000000 | MARTIN BROS.DISTRIBUTING | 208.95 | | | 12/12/19 |

| GROUP NBR | FO 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 | | | | |
| PROJECT#: 062507 | | | | | | GLASS CLEANER,BOWL CLEAN | | | | |
| 960 | | 06/20 | AP | 11/27/19 | 0000000 | MARTIN BROS.DISTRIBUTING | 79.08 | | 12/12/19 | |
| PROJECT#: 062511 | | | | | | GLASS CLEANER,BOWL CLEAN | | | | |
| 925 | | 06/20 | AP | 11/21/19 | 0000000 | MARTIN BROS.DISTRIBUTING | 57.72 | | 12/12/19 | |
| PROJECT#: 062501 | | | | | | SOAP, TISSUE, TOWELS, | | | | |
| 925 | | 06/20 | AP | 11/21/19 | 0000000 | MARTIN BROS.DISTRIBUTING | 39.91 | | 12/12/19 | |
| PROJECT#: 062503 | | | | | | SOAP, TISSUE, TOWELS, | | | | |
| 925 | | 06/20 | AP | 11/21/19 | 0000000 | MARTIN BROS.DISTRIBUTING | 21.86 | | 12/12/19 | |
| PROJECT#: 062506 | | | | | | SOAP, TISSUE, TOWELS, | | | | |
| 925 | | 06/20 | AP | 11/21/19 | 0000000 | MARTIN BROS.DISTRIBUTING | 188.16 | | 12/12/19 | |
| PROJECT#: 062507 | | | | | | SOAP, TISSUE, TOWELS, | | | | |
| 953 | | 06/20 | AP | 11/20/19 | 0000000 | MENARDS-CEDAR FALLS | 37.41 | | 12/12/19 | |
| PROJECT#: 062511 | | | | | | BULBS, BITS | | | | |
| 953 | | 06/20 | AP | 11/20/19 | 0000000 | MENARDS-CEDAR FALLS | 16.39 | | 12/12/19 | |
| PROJECT#: 062511 | | | | | | CAULK | | | | |
| 953 | | 06/20 | AP | 11/19/19 | 0000000 | MENARDS-CEDAR FALLS | 196.17 | | 12/12/19 | |
| PROJECT#: 062503 | | | | | | HEAT CABLE, CAULK | | | | |
| 925 | | 06/20 | AP | 11/13/19 | 0000000 | MENARDS-CEDAR FALLS | 85.02 | | 12/12/19 | |
| PROJECT#: 062505 | | | | | | CO DETECTOR,BATTERIES | | | | |
| 962 | | 06/20 | AP | 10/31/19 | 0132934 | US BANK | 51.36 | | 12/06/19 | |
| PROJECT#: 062503 | | | | | | SHARPS COMPLIANCE INC. | | | | |
| | | | | | | SHARPS CONTAINER | | | | |
| ACCOUNT TOTAL | | | | | | | 1,051.59 | 4.00 | 1,051.59 | |
| 101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR | | | | | | | | | | |
| 960 | | 06/20 | AP | 11/27/19 | 0000000 | O'DONNELL ACE HARDWARE | 30.79 | | 12/12/19 | |
| PROJECT#: 062507 | | | | | | CLAMPS, SCREWS | | | | |
| 960 | | 06/20 | AP | 11/27/19 | 0000000 | O'DONNELL ACE HARDWARE | 6.76 | | 12/12/19 | |
| PROJECT#: 062507 | | | | | | ELECTRICAL SUPPLIES | | | | |
| 960 | | 06/20 | AP | 11/26/19 | 0000000 | ECHO GROUP, INC. | 133.84 | | 12/12/19 | |
| PROJECT#: 062507 | | | | | | TAPE, WIRING SUPPLIES | | | | |
| 953 | | 06/20 | AP | 11/21/19 | 0000000 | POLK'S LOCK SERVICE,INC. | 648.77 | | 12/12/19 | |
| PROJECT#: 062511 | | | | | | LOCK REPLACEMENT | | | | |

| 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 | | | | |
| 953 | | 06/20 AP | | 11/18/19 | 0000000 | ECHO GROUP, INC. | 92.40 | | | 12/12/19 |
| | | LIGHT BULBS | | | | | | | | |
| 953 | | 06/20 AP | | 11/14/19 | 0000000 | FASTENAL COMPANY | 2.02 | | | 12/12/19 |
| | | HARDWARE | | | | | | | | |
| PROJECT#: | | 062505 | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 914.58 | .00 | 914.58 | |
| 101-6616-446.81-08 PROFESSIONAL SERVICES / PEST CONTROL | | | | | | | | | | |
| 960 | | 06/20 AP | | 12/01/19 | 0000000 | PLUNKETT'S PEST CONTROL, INC | 24.00 | | | 12/12/19 |
| | | PEST CONTROL | | | | | | | | |
| PROJECT#: | | 062508 | | | | | | | | |
| 960 | | 06/20 AP | | 12/01/19 | 0000000 | PLUNKETT'S PEST CONTROL, INC | 47.29 | | | 12/12/19 |
| | | PEST CONTROL | | | | | | | | |
| PROJECT#: | | 062511 | | | | | | | | |
| 960 | | 06/20 AP | | 11/25/19 | 0000000 | MENARDS-CEDAR FALLS | 25.92 | | | 12/12/19 |
| | | PEST CONTROL | | | | | | | | |
| PROJECT#: | | 062506 | | | | | | | | |
| 960 | | 06/20 AP | | 11/06/19 | 0000000 | PLUNKETT'S PEST CONTROL, INC | 42.50 | | | 12/12/19 |
| | | PEST CONTROL | | | | | | | | |
| PROJECT#: | | 062506 | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 139.71 | .00 | 139.71 | |
| 101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS | | | | | | | | | | |
| 960 | | 06/20 AP | | 12/01/19 | 0000000 | FRESH START CLEANING SOLUTION | 3,700.00 | | | 12/12/19 |
| | | JANITORIAL SERV FOR DEC | | | | | | | | |
| PROJECT#: | | 062501 | | | | | | | | |
| 960 | | 06/20 AP | | 12/01/19 | 0000000 | FRESH START CLEANING SOLUTION | 1,448.00 | | | 12/12/19 |
| | | JANITORIAL SERV FOR DEC | | | | | | | | |
| PROJECT#: | | 062505 | | | | | | | | |
| 960 | | 06/20 AP | | 12/01/19 | 0000000 | FRESH START CLEANING SOLUTION | 7,000.00 | | | 12/12/19 |
| | | JANITORIAL SERV FOR DEC | | | | | | | | |
| PROJECT#: | | 062507 | | | | | | | | |
| 960 | | 06/20 AP | | 12/01/19 | 0000000 | FRESH START CLEANING SOLUTION | 3,000.00 | | | 12/12/19 |
| | | JANITORIAL SERV FOR DEC | | | | | | | | |
| PROJECT#: | | 062506 | | | | | | | | |
| 960 | | 06/20 AP | | 12/01/19 | 0000000 | FRESH START CLEANING SOLUTION | 624.00 | | | 12/12/19 |
| | | JANITORIAL SERV FOR DEC | | | | | | | | |
| PROJECT#: | | 062509 | | | | | | | | |
| 960 | | 06/20 AP | | 12/01/19 | 0000000 | FRESH START CLEANING SOLUTION | 3,268.00 | | | 12/12/19 |
| | | JANITORIAL SERV FOR DEC | | | | | | | | |
| PROJECT#: | | 062503 | | | | | | | | |
| 960 | | 06/20 AP | | 12/01/19 | 0000000 | FRESH START CLEANING SOLUTION | 770.00 | | | 12/12/19 |
| | | JANITORIAL SERV FOR DEC | | | | | | | | |
| PROJECT#: | | 062508 | | | | | | | | |
| 960 | | 06/20 AP | | 12/01/19 | 0000000 | FRESH START CLEANING SOLUTION | 1,664.00 | | | 12/12/19 |

| GROUP NBR | PO NBR | ACCTG PER. | CD | DATE | TRANSACTION NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE | POST DT |
|--|----------|------------|---------|------|-------------------------------|-------------|--------|---------|-----------------|---------|
| FUND 101 GENERAL FUND | | | | | | | | | | |
| 101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS | | | | | | continued | | | | |
| JANITORIAL SERV FOR DEC | | | | | | | | | | |
| PROJECT#: | 062506 | | | | | | | | | |
| 953 | 06/20 AP | 11/21/19 | 0000000 | | CITY LAUNDERING CO. | 40.00 | | | 12/12/19 | |
| MAT SERVICE | | | | | | | | | | |
| PROJECT#: | 062506 | | | | | | | | | |
| 953 | 06/20 AP | 11/21/19 | 0000000 | | FRESH START CLEANING SOLUTION | 624.00 | | | 12/12/19 | |
| JANITORIAL SERVICES V & T | | | | | | | | | | |
| PROJECT#: | 062509 | | | | | | | | | |
| 925 | 06/20 AP | 11/19/19 | 0000000 | | CITY LAUNDERING CO. | 30.00 | | | 12/12/19 | |
| MATS CITY HALL | | | | | | | | | | |
| PROJECT#: | 062501 | | | | | | | | | |
| 925 | 06/20 AP | 11/13/19 | 0000000 | | PROSHIELD FIRE & SECURITY | 144.00 | | | 12/12/19 | |
| FIRE EXTINGUISHER-INSPEC. | | | | | | | | | | |
| PROJECT#: | 062505 | | | | | | | | | |
| ACCOUNT TOTAL | | | | | | 22,312.00 | .00 | | 22,312.00 | |
| 101-6616-446.86-14 REPAIR & MAINTENANCE / MECH EQUIPMENT SERVICING | | | | | | | | | | |
| 960 | 06/20 AP | 11/24/19 | 0000000 | | BLACKHAWK SPRINKLERS, INC. | 767.90 | | | 12/12/19 | |
| DRY SYSTEM REPAIR | | | | | | | | | | |
| PROJECT#: | 062506 | | | | | | | | | |
| 925 | 06/20 AP | 11/06/19 | 0000000 | | AIRE SERV.OF THE CEDAR VALLEY | 723.60 | | | 12/12/19 | |
| HVAC REPAIR COMMUNITY CTR | | | | | | | | | | |
| PROJECT#: | 062508 | | | | | | | | | |
| ACCOUNT TOTAL | | | | | | 1,491.50 | .00 | | 1,491.50 | |
| 101-6625-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES | | | | | | | | | | |
| 927 | 06/20 AP | 11/19/19 | 0000000 | | STOREY KENWORTHY | 97.29 | | | 12/12/19 | |
| LGL FILE STORAGE | | | | | | | | | | |
| 927 | 06/20 AP | 11/11/19 | 0000000 | | STOREY KENWORTHY | 33.73 | | | 12/12/19 | |
| PADFOLIO | | | | | | | | | | |
| 927 | 06/20 AP | 11/11/19 | 0000000 | | STOREY KENWORTHY | 3.04 | | | 12/12/19 | |
| DIVIDERS | | | | | | | | | | |
| 927 | 06/20 AP | 11/11/19 | 0000000 | | STOREY KENWORTHY | 6.65 | | | 12/12/19 | |
| LEGAL PADS,HANGING FOLDER | | | | | | | | | | |
| ACCOUNT TOTAL | | | | | | 140.71 | .00 | | 140.71 | |
| 101-6625-432.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES | | | | | | | | | | |
| 962 | 06/20 AP | 11/04/19 | 0132934 | | US BANK | 47.97 | | | 12/06/19 | |
| MENARDS CEDAR FALLS IA | | | | | | | | | | |
| 962 | 06/20 AP | 10/31/19 | 0132934 | | US BANK | 149.00 | | | 12/06/19 | |
| THE HOME DEPOT #2101 | | | | | | | | | | |
| 18V OCTANE BATTERY | | | | | | | | | | |
| ACCOUNT TOTAL | | | | | | 196.97 | .00 | | 196.97 | |

| GROUP NBR | PO NBR | ACCTG PER. | CD | DATE | ---TRANSACTION--- NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE | POST DT |
|-----------------------|--------|------------|----|----------|-----------------------------|---|-----------|---------|--------------------|----------|
| FUND 101 GENERAL FUND | | | | | | | | | | |
| 101-6625-432.72-11 | | | | | | OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES | | | | |
| 952 | | 06/20 AP | | 09/19/19 | 0000000 | IRWA | 265.00 | | | 12/12/19 |
| | | | | | | INTERNATIONAL RIGHT OF WA MEMBER RENEWAL & DUES-RAY | | | | |
| | | | | | | ACCOUNT TOTAL | 265.00 | 0.00 | 265.00 | |
| 101-6625-432.72-60 | | | | | | OPERATING SUPPLIES / SAFETY SUPPLIES | | | | |
| 996 | | 06/20 AP | | 12/05/19 | 0000000 | CINTAS FIRST AID & SAFETY | 19.31 | | | 12/12/19 |
| | | | | | | RESTOCK FIRST AID CABINET | | | | |
| | | | | | | ACCOUNT TOTAL | 19.31 | 0.00 | 19.31 | |
| 101-6625-432.81-01 | | | | | | PROFESSIONAL SERVICES / PROFESSIONAL SERVICES | | | | |
| 952 | | 06/20 AP | | 12/02/19 | 0000000 | TERRACON CONSULTANTS, INC. | 452.45 | | | 12/12/19 |
| | | | | | | 3199-TERRACES AT W. GLEN SERVICES THR 11/23/19 | | | | |
| PROJECT#: | | | | | 023199 | | | | | |
| 952 | | 06/20 AP | | 10/24/19 | 0000000 | SNYDER & ASSOCIATES, INC. | 16,802.22 | | | 12/12/19 |
| | | | | | | 3174-GEN.ENGINEERING 2019 SERVICES THRU 09/30/19 | | | | |
| PROJECT#: | | | | | 023174 | | | | | |
| 952 | | 06/20 AP | | 10/24/19 | 0000000 | SNYDER & ASSOCIATES, INC. | 4,645.22 | | | 12/12/19 |
| | | | | | | 3209-NORTH DRAINAGE STUDY SERVICES THRU 09/30/19 | | | | |
| PROJECT#: | | | | | 023209 | | | | | |
| | | | | | | ACCOUNT TOTAL | 21,899.89 | 0.00 | 21,899.89 | |
| 101-6625-432.81-44 | | | | | | PROFESSIONAL SERVICES / USGS RIVER GAUGE | | | | |
| 952 | | 06/20 AP | | 11/18/19 | 0000000 | MIDAMERICAN ENERGY | 10.23 | | | 12/12/19 |
| | | | | | | FINCHFORD RIVER GAUGE 10/18/19-11/18/19 | | | | |
| | | | | | | ACCOUNT TOTAL | 10.23 | 0.00 | 10.23 | |
| 101-6633-423.72-01 | | | | | | OPERATING SUPPLIES / OPERATING SUPPLIES | | | | |
| 960 | | 06/20 AP | | 12/02/19 | 0000000 | BLACK HAWK CO.EXTENSION | 77.00 | | | 12/12/19 |
| | | | | | | RECERTIFICATION-PESTICIDE APPLICATOR LICENSE/GUIDE | | | | |
| 996 | | 06/20 AP | | 12/02/19 | 0000000 | THOMPSON SHOES | 156.40 | | | 12/12/19 |
| | | | | | | SAFETY SHOES-R CONRAD P.O. 56459 | | | | |
| 996 | | 06/20 AP | | 12/01/19 | 0000000 | BROWN'S SHOE FIT | 120.00 | | | 12/12/19 |
| | | | | | | SAFETY SHOES-K CROSS PO 56458 | | | | |
| 960 | | 06/20 AP | | 11/25/19 | 0000000 | LEYMASTER TILE, RUSTY | 158.73 | | | 12/12/19 |
| | | | | | | GREENHILL TILE PROJECT SUPPLIES | | | | |
| 960 | | 06/20 AP | | 11/25/19 | 0000000 | MENARDS-CEDAR FALLS | 18.99 | | | 12/12/19 |
| | | | | | | HOSE CLAMP -GREENHILL RD TILE PROJECT IRRIG REPAIR | | | | |
| 925 | | 06/20 AP | | 11/22/19 | 0000000 | O'DONNELL ACE HARDWARE | 8.69 | | | 12/12/19 |
| | | | | | | BUG SPRAY | | | | |
| 960 | | 06/20 AP | | 11/22/19 | 0000000 | MENARDS-CEDAR FALLS | 34.26 | | | 12/12/19 |
| | | | | | | SUPPLIES -GREENHILL RD TILE PROJECT IRRIG REPAIR | | | | |

| GROUP NBR | PO NBR | ACCTG PER. | CD | DATE | ---TRANSACTION--- NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE | POST DT |
|--|--------|------------|----|----------|-----------------------------|---|------------|---------|--------------------|----------|
| FUND 101 GENERAL FUND | | | | | | | | | | |
| 101-6633-423.72-01 | | | | | | OPERATING SUPPLIES / OPERATING SUPPLIES | continued | | | |
| 960 | | 06/20 AP | | 11/21/19 | 0000000 | MENARDS-CEDAR FALLS | 3.29 | | | 12/12/19 |
| | | | | | | SUPPLIES -GREENHILL RD | | | | |
| 925 | | 06/20 AP | | 11/20/19 | 0000000 | TILE PROJECT IRRIG REPAIR | | | | 12/12/19 |
| | | | | | | GREENS KEEPER LAWN SERVICE LL | 7,524.75 | | | |
| 960 | | 06/20 AP | | 11/20/19 | 0000000 | DIAMOND VOGEL PAINT - #52 | 153.65 | | | 12/12/19 |
| | | | | | | ON BRIDGE/BATHROOM | | | | |
| 925 | | 06/20 AP | | 11/19/19 | 0000000 | BENTON'S SAND & GRAVEL, INC. | 98.02 | | | 12/12/19 |
| | | | | | | CLEAN ROCK | | | | |
| 960 | | 06/20 AP | | 11/11/19 | 0000000 | BENTON BUILDING CENTER | 37.80 | | | 12/12/19 |
| | | | | | | TUBE SAND-TRUCK WEIGHT | | | | |
| 993 | | 06/20 AP | | 11/11/19 | 0000000 | STOREY KENWORTHY | 31.35 | | | 12/12/19 |
| | | | | | | PAD HOLDER | | | | |
| | | | | | | ACCOUNT TOTAL | 8,422.93 | .00 | 8,422.93 | |
| 101-6633-423.83-06 TRANSPORTATION&EDUCATION / EDUCATION | | | | | | | | | | |
| 993 | | 06/20 AP | | 12/02/19 | 0000000 | NIACC | 495.00 | | | 12/12/19 |
| | | | | | | CDL PREP CLASSES - TREVOR | | | | |
| | | | | | | JOHNSON | | | | |
| | | | | | | ACCOUNT TOTAL | 495.00 | .00 | 495.00 | |
| 101-6633-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE | | | | | | | | | | |
| 993 | | 06/20 AP | | 12/05/19 | 0000000 | STOKES WELDING | 316.49 | | | 12/12/19 |
| | | | | | | STIHL GAS RAKE REPAIR | | | | |
| 960 | | 06/20 AP | | 11/22/19 | 0000000 | COOLEY PUMPING, LLC | 85.00 | | | 12/12/19 |
| | | | | | | DROP TOILET TONDRO PRAY | | | | |
| 960 | | 06/20 AP | | 11/22/19 | 0000000 | COOLEY PUMPING, LLC | 105.00 | | | 12/12/19 |
| | | | | | | DROP TOILET EL DORADO | | | | |
| 925 | | 06/20 AP | | 11/19/19 | 0000000 | TESTAMERICA LABORATORIES, INC | 21.00 | | | 12/12/19 |
| | | | | | | WATER TEST | | | | |
| | | | | | | ACCOUNT TOTAL | 527.49 | .00 | 527.49 | |
| 101-6633-423.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS | | | | | | | | | | |
| 993 | | 06/20 AP | | 12/06/19 | 0000000 | TWIN CITY TREE SERVICE INC | 48,750.00 | | | 12/12/19 |
| | | | | | | REMOVE 17 LARGE DEAD ASH | | | | |
| 993 | | 06/20 AP | | 12/06/19 | 0000000 | TWIN CITY TREE SERVICE INC | 3,000.00 | | | 12/12/19 |
| | | | | | | REMOVE OAK TREE-600 BLK | | | | |
| | | | | | | W 20TH ST | | | | |
| | | | | | | ACCOUNT TOTAL | 51,750.00 | .00 | 51,750.00 | |
| | | | | | | FUND TOTAL | 186,432.48 | 499.11 | 185,933.37 | |

| GROUP NBR | PO NBR | ACCTG PER. | CD | DATE | ---TRANSACTION--- NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE | POST DT |
|---|--------|------------|----|----------|-----------------------------|---|----------|---------|--------------------|----------|
| FUND 203 TAX INCREMENT FINANCING | | | | | | | | | | |
| FUND 206 STREET CONSTRUCTION FUND | | | | | | | | | | |
| 206-6637-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES | | | | | | | | | | |
| 960 | | 06/20 AP | | 11/26/19 | 0000000 | MENARDS-CEDAR FALLS | 16.38 | | | 12/12/19 |
| 993 | | 06/20 AP | | 11/04/19 | 0000000 | TAPE FOR HOLD INFORMATION HOLDERS UP STOREY KENWORTHY | 11.00 | | | 12/12/19 |
| | | | | | | PENS, REFILLS | | | | |
| | | | | | | ACCOUNT TOTAL | 27.38 | .00 | | 27.38 |
| 206-6637-436.72-16 OPERATING SUPPLIES / TOOLS | | | | | | | | | | |
| 925 | | 06/20 AP | | 11/21/19 | 0000000 | MENARDS-CEDAR FALLS | 39.76 | | | 12/12/19 |
| 925 | | 06/20 AP | | 11/18/19 | 0000000 | CAUTION TAPE, BLADES FOR TOOL TRUCK MENARDS-CEDAR FALLS | 3.42 | | | 12/12/19 |
| | | | | | | TOOLS FOR WORK BENCH | | | | |
| | | | | | | ACCOUNT TOTAL | 43.18 | .00 | | 43.18 |
| 206-6637-436.72-54 OPERATING SUPPLIES / BUILDING SUPPLIES | | | | | | | | | | |
| 925 | | 06/20 AP | | 11/19/19 | 0000000 | MENARDS-CEDAR FALLS | 64.97 | | | 12/12/19 |
| | | | | | | MOP BUCKET - WASH BAY | | | | |
| | | | | | | ACCOUNT TOTAL | 64.97 | .00 | | 64.97 |
| 206-6637-436.72-56 OPERATING SUPPLIES / FLOOD CONTROL | | | | | | | | | | |
| 960 | | 06/20 AP | | 11/01/19 | 0000000 | BENTON BUILDING CENTER | 3.15 | | | 12/12/19 |
| | | | | | | BITS FOR DRILL | | | | |
| | | | | | | ACCOUNT TOTAL | 3.15 | .00 | | 3.15 |
| 206-6637-436.72-57 OPERATING SUPPLIES / ICE CONTROL | | | | | | | | | | |
| 953 | | 06/20 AP | | 11/26/19 | 0000000 | MENARDS-WATERLOO | 338.92 | | | 12/12/19 |
| 925 | | 06/20 AP | | 11/25/19 | 0000000 | SNOW FENCE - WOOD LATH TRACTOR SUPPLY CO. | 1,337.87 | | | 12/12/19 |
| | | | | | | FENCE POSTS | | | | |
| | | | | | | ACCOUNT TOTAL | 1,676.79 | .00 | | 1,676.79 |
| 206-6637-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES | | | | | | | | | | |
| 996 | | 06/20 AP | | 12/02/19 | 0000000 | THOMPSON SHOES | 160.00 | | | 12/12/19 |
| 996 | | 06/20 AP | | 12/02/19 | 0000000 | SAFETY SHOES- K LEWIS P.O. 56443 | 160.00 | | | 12/12/19 |
| 996 | | 06/20 AP | | 12/02/19 | 0000000 | SAFETY SHOES- M FORRESTER P.O. 56447 | 160.00 | | | 12/12/19 |
| 996 | | 06/20 AP | | 12/02/19 | 0000000 | SAFETY SHOES-A BURG P.O. 56455 | 153.00 | | | 12/12/19 |
| 996 | | 06/20 AP | | 12/02/19 | 0000000 | THOMPSON SHOES | 153.00 | | | 12/12/19 |

| GROUP NBR | PO NBR | ACCTG PER. | CD | DATE | ---TRANSACTION--- NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE | POST DT |
|---|--------|------------|----|----------|-----------------------------|-------------------------------|----------|----------|--------------------|----------|
| FUND 206 STREET CONSTRUCTION FUND | | | | | | | | | | |
| 206-6637-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES continued | | | | | | | | | | |
| SAFETY SHOES-R HENRY P.O. 56456 | | | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 633.00 | .00 | 633.00 | |
| 206-6637-436.72-61 OPERATING SUPPLIES / WEATHER SCAN PROGRAM | | | | | | | | | | |
| 953 | | 06/20 AP | | 11/22/19 | 0000000 | DTN, LLC | 1,452.00 | | | 12/12/19 |
| ANNUAL WEATHER SERVICE SUBSCRIPTION | | | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 1,452.00 | .00 | 1,452.00 | |
| 206-6637-436.73-32 OTHER SUPPLIES / STREETS | | | | | | | | | | |
| 993 | | 06/20 AP | | 12/04/19 | 0000000 | CEDAR FALLS UTILITIES | 682.42 | | | 12/12/19 |
| WATER USAGE | | | | | | | | | | |
| 925 | | 06/20 AP | | 11/20/19 | 0000000 | GIERKE-ROBINSON COMPANY, INC. | 76.30 | | | 12/12/19 |
| FIBERT TUBE FOR EV BOLLARDS | | | | | | | | | | |
| 925 | | 06/20 AP | | 11/19/19 | 0000000 | MENARDS-CEDAR FALLS | 22.02 | | | 12/12/19 |
| EPOXY-SUPPLIES FOR BENCH INSTALLATION | | | | | | | | | | |
| PROJECT#: | 023188 | | | | | | | | | |
| 925 | | 06/20 AP | | 11/16/19 | 0000000 | ASPRO, INC. | 328.56 | | | 12/12/19 |
| COLD MIX | | | | | | | | | | |
| 962 | | 06/20 AP | | 11/01/19 | 0132934 | US BANK | 38.94 | | | 12/06/19 |
| MENARDS CEDAR FALLS IA PAVER LOCKING SAND | | | | | | | | | | |
| 1005 | | 05/20 AP | | 10/25/19 | 0132778 | MENARDS-CEDAR FALLS | | 64.90 | | 12/10/19 |
| ACCOUNT CORRECTION PAVER LOCKING SAND | | | | | | | | | | |
| PROJECT#: | 023188 | | | | | | | | | |
| 1005 | | 05/20 AP | | 10/22/19 | 0132632 | MENARDS-CEDAR FALLS | | 68.99 | | 12/10/19 |
| ACCOUNT CORRECTION LANDSCAPE FABRIC | | | | | | | | | | |
| PROJECT#: | 023188 | | | | | | | | | |
| 1005 | | 05/20 AP | | 10/18/19 | 0132587 | BENTON'S READY MIX CONCRETE, | | 423.00 | | 12/10/19 |
| ACCOUNT CORRECTION CONCRETE - 6TH SIDEWALK | | | | | | | | | | |
| PROJECT#: | 023188 | | | | | | | | | |
| 1005 | | 05/20 AP | | 10/16/19 | 0132587 | BENTON'S READY MIX CONCRETE, | | 684.75 | | 12/10/19 |
| ACCOUNT CORRECTION CONCRETE - 6TH SIDEWALK | | | | | | | | | | |
| PROJECT#: | 023188 | | | | | | | | | |
| 1005 | | 05/20 AP | | 10/14/19 | 0132587 | BENTON'S READY MIX CONCRETE, | | 423.00 | | 12/10/19 |
| ACCOUNT CORRECTION CONCRETE - 4TH ST | | | | | | | | | | |
| PROJECT#: | 023188 | | | | | | | | | |
| 1005 | | 05/20 AP | | 10/11/19 | 0132668 | STETSON BUILDING PRODUCTS LLC | | 92.48 | | 12/10/19 |
| ACCOUNT CORRECTION SILT SOCK FOR 4TH ST | | | | | | | | | | |
| PROJECT#: | 023188 | | | | | | | | | |
| 1005 | | 05/20 AP | | 10/09/19 | 0132443 | BENTON'S READY MIX CONCRETE, | | 202.50 | | 12/10/19 |
| ACCOUNT CORRECTION CONCRETE SIDEWALK 4TH ST | | | | | | | | | | |
| PROJECT#: | 023188 | | | | | | | | | |
| 925 | | 06/20 AP | | 09/09/19 | 0000000 | FASTENAL COMPANY | 41.96 | | | 12/12/19 |
| ANCHORS FOR PETER MELENDY PARK | | | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 1,190.20 | 1,959.62 | 769.42- | |

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 | | | | | | | | | | |
| 206-6637-436.83-06 | | | | | TRANSPORTATION&EDUCATION / EDUCATION | | | | | |
| 993 | | 06/20 AP | | 12/02/19 | 0000000 | NIACC | 495.00 | | | 12/12/19 |
| | | CDL PREP CLASSES - JOSIAH | | | | SMITH | | | | |
| ACCOUNT TOTAL | | | | | | | 495.00 | .00 | 495.00 | |
| 206-6637-436.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS | | | | | | | | | | |
| 952 | | 06/20 AP | | 12/09/19 | 0000000 | MINTURN, INC. | 54,539.88 | | | 12/12/19 |
| | | 3183-2019 BRIDGE MAINT. | | | | | | | | |
| PROJECT#: | | 023183 | | | | | | | | |
| 952 | | 06/20 AP | | 12/09/19 | 0000000 | MINTURN, INC. | 4,070.75 | | | 12/12/19 |
| | | 3183-2019 BRIDGE MAINT. | | | | | | | | |
| PROJECT#: | | 023183 | | | | | | | | |
| 952 | | 06/20 AP | | 10/24/19 | 0000000 | SNYDER & ASSOCIATES, INC. | 3,160.70 | | | 12/12/19 |
| | | 3183-2019 BRIDGE MAINT. | | | | SERVICES THRU 09/30/19 | | | | |
| PROJECT#: | | 023183 | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 61,771.33 | .00 | 61,771.33 | |
| 206-6647-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES | | | | | | | | | | |
| 953 | | 06/20 AP | | 11/20/19 | 0000000 | ECHO GROUP, INC. | 326.94 | | | 12/12/19 |
| | | ELECTRICAL PARTS | | | | | | | | |
| 953 | | 06/20 AP | | 11/15/19 | 0000000 | ECHO GROUP, INC. | 57.00 | | | 12/12/19 |
| | | ELECTRICAL PARTS | | | | | | | | |
| 925 | | 06/20 AP | | 11/12/19 | 0000000 | MENARDS-CEDAR FALLS | 17.98 | | | 12/12/19 |
| | | GRIP TAPE | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 401.92 | .00 | 401.92 | |
| 206-6647-436.72-16 OPERATING SUPPLIES / TOOLS | | | | | | | | | | |
| 925 | | 06/20 AP | | 11/18/19 | 0000000 | O'DONNELL ACE HARDWARE | 27.38 | | | 12/12/19 |
| | | TOOLS | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 27.38 | .00 | 27.38 | |
| 206-6647-436.72-62 OPERATING SUPPLIES / PAINT | | | | | | | | | | |
| 960 | | 06/20 AP | | 12/03/19 | 0000000 | DIAMOND VOGEL PAINT - #64/#55 | 7.98 | | | 12/12/19 |
| | | PAINT SUPPLIES | | | | | | | | |
| 925 | | 06/20 AP | | 11/20/19 | 0000000 | DIAMOND VOGEL PAINT - #64/#55 | 121.29 | | | 12/12/19 |
| | | PAINT-PAINT SUPPLIES | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 129.27 | .00 | 129.27 | |
| 206-6647-436.73-26 OTHER SUPPLIES / STREET MARKER SIGNS | | | | | | | | | | |
| 962 | | 06/20 AP | | 11/18/19 | 0132934 | US BANK | 260.96 | | | 12/06/19 |

ITEM 43.

| GROUP NBR | PO NBR | ACCTG PER. | CD | -----TRANSACTION----- DATE | NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE POST DT |
|--|--------|------------|----|-------------------------------|---------|---|-----------|----------|----------------------------|
| FUND 206 STREET CONSTRUCTION FUND | | | | | | | | | |
| 206-6647-436.73-26 | | | | | | OTHER SUPPLIES / STREET MARKER SIGNS SMARTSIGN | | | continued |
| | | | | | | STREET MARKER SIGNS | | | |
| | | | | | | ACCOUNT TOTAL | 260.96 | .00 | 260.96 |
| 206-6647-436.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS | | | | | | | | | |
| 962 | | 06/20 | AP | 11/04/19 | 0132934 | US BANK | 2.06 | | 12/06/19 |
| | | | | | | STATE FIRE MARSHAL DIV EL | | | |
| | | | | | | LICENSE RENEWAL | | | |
| 962 | | 06/20 | AP | 11/04/19 | 0132934 | US BANK | 75.00 | | 12/06/19 |
| | | | | | | STATE FIRE MARSHAL DIV EL | | | |
| | | | | | | LICENSE RENEWAL FEE | | | |
| | | | | | | ACCOUNT TOTAL | 77.06 | .00 | 77.06 |
| 206-6647-436.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS | | | | | | | | | |
| 953 | | 06/20 | AP | 11/22/19 | 0000000 | ATHENS TECHNICAL SPECIALISTS, MMV TESTER RECALIBRATION | 614.64 | | 12/12/19 |
| | | | | | | ACCOUNT TOTAL | 614.64 | .00 | 614.64 |
| | | | | | | FUND TOTAL | 68,868.23 | 1,959.62 | 66,908.61 |
| 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 | | | |
| 927 | | 06/20 | AP | 11/25/19 | 0000000 | STOREY KENWORTHY | 35.74 | | 12/12/19 |
| | | | | | | COPY PAPER | | | |
| 927 | | 06/20 | AP | 11/14/19 | 0000000 | STOREY KENWORTHY | 17.17 | | 12/12/19 |
| | | | | | | PHONE REST,MESH ORGANIZER | | | |
| 927 | | 06/20 | AP | 11/11/19 | 0000000 | STOREY KENWORTHY | 66.83 | | 12/12/19 |
| | | | | | | CALCULATOR | | | |
| | | | | | | ACCOUNT TOTAL | 119.74 | .00 | 119.74 |
| 217-2214-432.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES | | | | | | | | | |
| 962 | | 06/20 | AP | 11/14/19 | 0036352 | US BANK | 47.00 | | 12/06/19 |
| | | | | | | NELROD FOX ENERGY | | | |
| | | | | | | PHA COMPLIANCE POSTERS | | | |
| | | | | | | ACCOUNT TOTAL | 47.00 | .00 | 47.00 |
| | | | | | | FUND TOTAL | 166.74 | .00 | 166.74 |

| GROUP NBR | PO NBR | ACCTG PER. | CD | DATE | TRANSACTION NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE | POST DT |
|--|--------|---|----|----------|--------------------|--|-----------|---------|-----------------|----------|
| FUND 223 COMMUNITY BLOCK GRANT | | | | | | | | | | |
| 223-2224-432.72-19 | | | | | | OPERATING SUPPLIES / PRINTING | | | | |
| 1008 | | 06/20 AP | | 11/21/19 | 0000000 | STOREY KENWORTHY | 2.86 | | | 12/12/19 |
| | | COPY PAPER | | | | | | | | |
| 1008 | | 06/20 AP | | 11/11/19 | 0000000 | STOREY KENWORTHY | 2.86 | | | 12/12/19 |
| | | COPY PAPER | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 5.72 | .00 | 5.72 | |
| 223-2224-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES | | | | | | | | | | |
| 927 | | 06/20 AP | | 10/31/19 | 0000000 | IOWA NORTHLAND REGIONAL CO. O | 955.58 | | | 12/12/19 |
| | | ENTITLEMENT SEWER LINING OCTOBER EXPENSES | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 955.58 | .00 | 955.58 | |
| 223-2224-432.83-06 TRANSPORTATION&EDUCATION / EDUCATION | | | | | | | | | | |
| 962 | | 06/20 AP | | 11/04/19 | 0004541 | US BANK | 619.00 | | | 12/06/19 |
| | | WPY*NATIONAL COMMUNITY DE CDBG TRAINING REG | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 619.00 | .00 | 619.00 | |
| 223-2244-432.89-84 MISCELLANEOUS SERVICES / HOME PROGRAM | | | | | | | | | | |
| 927 | | 06/20 AP | | 10/31/19 | 0000000 | IOWA NORTHLAND REGIONAL CO. O | 235.60 | | | 12/12/19 |
| | | ENTITLEMENT HOME REHAB OCTOBER EXPENSES | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 235.60 | .00 | 235.60 | |
| FUND TOTAL | | | | | | | 1,815.90 | .00 | 1,815.90 | |
| FUND 224 TRUST & AGENCY | | | | | | | | | | |
| FUND 242 STREET REPAIR FUND | | | | | | | | | | |
| 242-1240-431.92-44 | | | | | | STRUCTURE IMPROV & BLDGS / STREET RECONSTRUCTION | | | | |
| 952 | | 06/20 AP | | 12/03/19 | 0000000 | PETERSON CONTRACTORS | 3,355.40 | | | 12/12/19 |
| | | 3153-2019 STREET CONST. | | | | | | | | |
| PROJECT#: | | 023153 | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 3,355.40 | .00 | 3,355.40 | |
| 242-1240-431.97-79 TIF BOND PROJECTS / RIDGEWAY AVE RECONSTRUCT | | | | | | | | | | |
| 952 | | 06/20 AP | | 12/04/19 | 0000000 | PETERSON CONTRACTORS | 25,637.65 | | | 12/12/19 |
| | | 3172-RIDGEWAY AVE. RECON. | | | | | | | | |
| PROJECT#: | | 023172 | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 25,637.65 | .00 | 25,637.65 | |

| GROUP NBR | PO NBR | ACCTG PER. | CD | DATE | ---TRANSACTION--- NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE POST DT |
|---|--------|------------|----|----------|---|---|-----------|---------|-------------------------------|
| FUND 242 STREET REPAIR FUND | | | | | | | | | |
| FUND TOTAL | | | | | | | 28,993.05 | 0.00 | 28,993.05 |
| FUND 254 CABLE TV FUND | | | | | | | | | |
| 254-1088-431.72-01 | | | | | OPERATING SUPPLIES / OPERATING SUPPLIES | | | | |
| 927 | | 06/20 AP | | 11/25/19 | 0000000 | STOREY KENWORTHY | .67 | | 12/12/19 |
| | | | | | | LEGAL TRAY | | | |
| 1008 | | 06/20 AP | | 11/21/19 | 0000000 | STOREY KENWORTHY | 5.91 | | 12/12/19 |
| | | | | | | ENVELOPES,POST ITS,TAPE PENS | | | |
| 1008 | | 06/20 AP | | 11/21/19 | 0000000 | STOREY KENWORTHY | 11.44 | | 12/12/19 |
| | | | | | | COPY PAPER | | | |
| 1008 | | 06/20 AP | | 11/11/19 | 0000000 | STOREY KENWORTHY | 11.44 | | 12/12/19 |
| | | | | | | COPY PAPER | | | |
| 927 | | 06/20 AP | | 11/07/19 | 0000000 | STOREY KENWORTHY | 1.34 | | 12/12/19 |
| | | | | | | LEGAL TRAY | | | |
| 962 | | 06/20 AP | | 11/06/19 | 0132934 | US BANK | 23.30 | | 12/06/19 |
| | | | | | | B&H PHOTO 800-606-6969 REAR LENS CAPS | | | |
| 962 | | 06/20 AP | | 11/05/19 | 0132934 | US BANK | 21.49 | | 12/06/19 |
| | | | | | | AMZN MKTP US*NT3ZNODQ3 CABLE TIES | | | |
| 1008 | | 06/20 AP | | 11/04/19 | 0000000 | STOREY KENWORTHY | 3.48 | | 12/12/19 |
| | | | | | | SHARPIE,CORR TAPE,LGL PAD | | | |
| ACCOUNT TOTAL | | | | | | | 79.07 | 0.00 | 79.07 |
| 254-1088-431.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD) | | | | | | | | | |
| 962 | | 06/20 AP | | 11/18/19 | 0132934 | US BANK | 121.50 | | 12/06/19 |
| | | | | | | OLIVE GARDEN 00014753 MEALS:STATE VB CREW OF 6 | | | |
| 962 | | 06/20 AP | | 11/18/19 | 0132934 | US BANK | 118.00 | | 12/06/19 |
| | | | | | | BUFFALO WILD WINGS 0151 MEALS:STATE VOLLEYBALL | | | |
| 962 | | 06/20 AP | | 11/13/19 | 0132934 | US BANK | 77.20 | | 12/06/19 |
| | | | | | | HAPPY JOES PIZZA - 13 MEAL:STATE VBALL-CREW OF8 | | | |
| 962 | | 06/20 AP | | 11/13/19 | 0132934 | US BANK | 7.98 | | 12/06/19 |
| | | | | | | CASEYS GEN STORE 3045 WATER | | | |
| ACCOUNT TOTAL | | | | | | | 324.68 | 0.00 | 324.68 |
| 254-1088-431.89-18 MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING | | | | | | | | | |
| 996 | | 06/20 AP | | 11/25/19 | 0000000 | MATTHEW PUTNEY MEDIA | 200.00 | | 12/12/19 |
| | | | | | | CHAMP.PHOTOS-GIRLS ST VB STATE VOLLEYBALL | | | |
| 962 | | 06/20 AP | | 11/12/19 | 0132934 | US BANK | 99.95 | | 12/06/19 |
| | | | | | | DIGITAL JUICE YEARLY SUBSCRIPTION FEE | | | |
| ACCOUNT TOTAL | | | | | | | 299.95 | 0.00 | 299.95 |
| 254-1088-431.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS | | | | | | | | | |
| 996 | | 06/20 AP | | 11/20/19 | 0000000 | FEDERAL EXPRESS | 252.08 | | 12/12/19 |
| | | | | | | SHIPPING-THERMODYNE | | | |

| GROUP NBR | PO NBR | ACCTG PER. | CD | ---TRANSACTION--- | DATE | NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE | POST DT |
|--|--------|------------|----|-------------------|------|--------|---------------------------|----------|---------|-----------------|----------|
| FUND 254 CABLE TV FUND | | | | | | | | | | | |
| 254-1088-431.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS | | | | | | | continued | | | | |
| 962 | | 06/20 AP | | 11/18/19 0132934 | | | US BANK | 288.63 | | | 12/06/19 |
| | | | | | | | B&H PHOTO 800-606-6969 | | | | |
| 962 | | 06/20 AP | | 11/12/19 0132934 | | | US BANK | 269.95 | | | 12/06/19 |
| | | | | | | | B&H PHOTO 800-606-6969 | | | | |
| 962 | | 06/20 AP | | 11/12/19 0132934 | | | US BANK | 520.00 | | | 12/06/19 |
| | | | | | | | THERMODYNE INTERNATNL | | | | |
| 962 | | 06/20 AP | | 11/11/19 0132934 | | | US BANK | 42.39 | | | 12/06/19 |
| | | | | | | | OFFICEMAX/DEPOT 6869 | | | | |
| | | | | | | | CASE,HD HARDWARE | | | | |
| | | | | | | | FOLDING TABLE | | | | |
| | | | | | | | ACCOUNT TOTAL | 1,373.05 | .00 | 1,373.05 | |
| | | | | | | | FUND TOTAL | 2,076.75 | .00 | 2,076.75 | |
| FUND 258 PARKING FUND | | | | | | | | | | | |
| 258-5531-435.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES | | | | | | | | | | | |
| 927 | | 06/20 AP | | 11/25/19 0000000 | | | STOREY KENWORTHY | .55 | | | 12/12/19 |
| | | | | | | | LEGAL TRAY | | | | |
| 1008 | | 06/20 AP | | 11/21/19 0000000 | | | STOREY KENWORTHY | 4.87 | | | 12/12/19 |
| | | | | | | | ENVELOPES,POST ITS,TAPE | | | | |
| 1008 | | 06/20 AP | | 11/21/19 0000000 | | | STOREY KENWORTHY | 8.58 | | | 12/12/19 |
| | | | | | | | COPY PAPER | | | | |
| 1008 | | 06/20 AP | | 11/11/19 0000000 | | | STOREY KENWORTHY | 8.58 | | | 12/12/19 |
| | | | | | | | COPY PAPER | | | | |
| 927 | | 06/20 AP | | 11/07/19 0000000 | | | STOREY KENWORTHY | 1.10 | | | 12/12/19 |
| | | | | | | | LEGAL TRAY | | | | |
| 1008 | | 06/20 AP | | 11/04/19 0000000 | | | STOREY KENWORTHY | 2.86 | | | 12/12/19 |
| | | | | | | | SHARPIE,CORR TAPE,LGL PAD | | | | |
| | | | | | | | ACCOUNT TOTAL | 26.54 | .00 | 26.54 | |
| 258-5531-435.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES | | | | | | | | | | | |
| 962 | | 06/20 AP | | 11/19/19 0132934 | | | US BANK | 43.19 | | | 12/06/19 |
| | | | | | | | ULINE *SHIP SUPPLIES | | | | |
| | | | | | | | PARKING CHALK-2 BOXES | | | | |
| | | | | | | | ACCOUNT TOTAL | 43.19 | .00 | 43.19 | |
| 258-5531-435.81-48 PROFESSIONAL SERVICES / CONTRACT SERVICES | | | | | | | | | | | |
| 996 | | 06/20 AP | | 10/31/19 0000000 | | | DUNCAN SOLUTIONS, INC. | 5,484.47 | | | 12/12/19 |
| | | | | | | | PARKING FEES-OCT 2019 | | | | |
| | | | | | | | ACCOUNT TOTAL | 5,484.47 | .00 | 5,484.47 | |
| 258-5531-435.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS | | | | | | | | | | | |
| 1008 | | 06/20 AP | | 12/09/19 0000000 | | | CEDAR FALLS, CITY OF | 1,050.88 | | | 12/12/19 |

| GROUP NBR | PO NBR | ACCTG PER. | CD | DATE | TRANSACTION NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE | POST DT |
|--|-----------|---------------|----|----------|-----------------------|---|-----------|---------|--------------------|----------|
| FUND 258 PARKING FUND | | | | | | | | | | |
| 258-5531-435.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS continued | | | | | | | | | | |
| SIGN TOPPER PROJECT-DT | | | | | | | | | | |
| PROJECT#: 062521 | | | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 1,050.88 | .00 | 1,050.88 | |
| 258-5531-435.93-01 EQUIPMENT / EQUIPMENT | | | | | | | | | | |
| 953 | | 06/20 AP | | 11/22/19 | 0000000 | SIGNS & DESIGNS, INC. | 3,744.00 | | | 12/12/19 |
| SIGN TOPPERS-PRKNG PROJ. | | | | | | | | | | |
| PROJECT#: 062521 | | | | | | | | | | |
| 960 | | 06/20 AP | | 11/15/19 | 0000000 | BENTON'S READY MIX CONCRETE, CONCRETE FOR PARKING LOT SIGN | 169.50 | | | 12/12/19 |
| PROJECT#: 062521 | | | | | | | | | | |
| 962 | | 06/20 AP | | 11/15/19 | 0132934 | US BANK | 115.87 | | | 12/06/19 |
| AMZN MKTP US*3G4550FH3 IPHONE CASES/PROTECTORS | | | | | | | | | | |
| 960 | | 06/20 AP | | 11/14/19 | 0000000 | FASTENAL COMPANY | 9.63 | | | 12/12/19 |
| J-BOLT ANCHORS FOR CUP OF JOE PARKING LOT SIGN | | | | | | | | | | |
| PROJECT#: 062521 | | | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 4,039.00 | .00 | 4,039.00 | |
| FUND TOTAL | | | | | | | 10,644.08 | .00 | 10,644.08 | |
| FUND 261 TOURISM & VISITORS | | | | | | | | | | |
| 261-2291-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES | | | | | | | | | | |
| 995 | | 06/20 AP | | 11/25/19 | 0000000 | STOREY KENWORTHY | 37.72 | | | 12/12/19 |
| BOTTLE MOISTENER/COPY PAP | | | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 37.72 | .00 | 37.72 | |
| 261-2291-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES | | | | | | | | | | |
| 962 | | 06/20 AP | | 11/14/19 | 0132934 | US BANK | 2.28 | | | 12/06/19 |
| MARTIN BROTHERS CEDAR FAL VISITOR COFFEE SUPPLIES | | | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 2.28 | .00 | 2.28 | |
| 261-2291-423.73-54 OTHER SUPPLIES / PROMOTIONAL ITEMS | | | | | | | | | | |
| 962 | | 06/20 AP | | 11/20/19 | 0132934 | US BANK | 21.93 | | | 12/06/19 |
| HOBBY-LOBBY #0135 RIBBON FOR PROMO | | | | | | | | | | |
| 962 | | 06/20 AP | | 11/18/19 | 0132934 | US BANK | 447.34 | | | 12/06/19 |
| 4IMPRINT 100 CABLE KEEPER BAG | | | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 469.27 | .00 | 469.27 | |

ACCOUNT ACTIVITY LISTING

| GROUP NBR | PO NBR | ACCTG PER. | CD | DATE | TRANSACTION NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE | POST DT |
|---|--------|------------|----|----------|--------------------|-------------------------------|----------|---------|-----------------|----------|
| FUND 261 TOURISM & VISITORS | | | | | | | | | | |
| 261-2291-423.73-55 | | | | | | OTHER SUPPLIES / MEDIA | | | | |
| 995 | | 06/20 AP | | 12/02/19 | 0000000 | MIDWEST MEETINGS/GUIDE BOOK | 1,650.00 | | | 12/12/19 |
| | | | | | | AD IN WINTER 2019 | | | | |
| PROJECT#: | | | | | 032423 | | | | | |
| 995 | | 06/20 AP | | 11/30/19 | 0000000 | IOWA PUBLIC RADIO, INC. | 56.00 | | | 12/12/19 |
| | | | | | | 2 NOV AM DRIVE SPOTS | | | | |
| 962 | | 06/20 AP | | 11/01/19 | 0132934 | US BANK | 160.00 | | | 12/06/19 |
| | | | | | | FACEBK *RKA4NMJBB2 | | | | |
| | | | | | | 2 FB POSTS-HAUNTS/HAPPNGS | | | | |
| | | | | | | ACCOUNT TOTAL | 1,866.00 | .00 | 1,866.00 | |
| 261-2291-423.73-57 OTHER SUPPLIES / GIFT SHOP | | | | | | | | | | |
| 995 | | 06/20 AP | | 11/27/19 | 0000000 | SHIRT SHACK INC., THE | 1,391.31 | | | 12/12/19 |
| | | | | | | ATTRACT T-SHIRTS AND | | | | |
| | | | | | | 1/2 ZIP PULLER W/LOGO | | | | |
| 962 | | 06/20 AP | | 10/23/19 | 0132934 | US BANK | 7.00 | | | 12/06/19 |
| | | | | | | USPS PO 1814940913 | | | | |
| | | | | | | 20 POSTCARD STAMPS TO | | | | |
| | | | | | | ACCOUNT TOTAL | 1,398.31 | .00 | 1,398.31 | |
| 261-2291-423.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS | | | | | | | | | | |
| 995 | | 06/20 AP | | 12/01/19 | 0000000 | IOWA DESTINATION MARKETING AL | 1,000.00 | | | 12/12/19 |
| | | | | | | ANNUAL INVESTMENT-2020 | | | | |
| 995 | | 06/20 AP | | 11/14/19 | 0000000 | DESTINATION DEVELOPMENT ASSOC | 150.00 | | | 12/12/19 |
| | | | | | | ANNUAL MEMBERSHIP | | | | |
| | | | | | | ACCOUNT TOTAL | 1,150.00 | .00 | 1,150.00 | |
| 261-2291-423.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD) | | | | | | | | | | |
| 962 | | 06/20 AP | | 11/11/19 | 0132934 | US BANK | 95.20 | | | 12/06/19 |
| | | | | | | KINGS POINTE RESORT | | | | |
| | | | | | | HOTEL-POWER OF TRAVEL | | | | |
| PROJECT#: | | | | | 032424 | | | | | |
| 962 | | 06/20 AP | | 11/08/19 | 0132934 | US BANK | 23.25 | | | 12/06/19 |
| | | | | | | SPARKY ONE STOP | | | | |
| | | | | | | FUEL-POWER OF TRAVEL DAY | | | | |
| PROJECT#: | | | | | 032424 | | | | | |
| 962 | | 06/20 AP | | 10/25/19 | 0132934 | US BANK | 128.74 | | | 12/06/19 |
| | | | | | | MARRIOTT CORAVLE CONF | | | | |
| | | | | | | HOTEL IA FEST/EVENTS CONF | | | | |
| PROJECT#: | | | | | 032424 | | | | | |
| 962 | | 06/20 AP | | 10/25/19 | 0132934 | US BANK | 8.00 | | | 12/06/19 |
| | | | | | | MARRIOTT CORAVLE CONF | | | | |
| | | | | | | PARKING IA FEST/EVNT CONF | | | | |
| PROJECT#: | | | | | 032424 | | | | | |
| | | | | | | ACCOUNT TOTAL | 255.19 | .00 | 255.19 | |
| 261-2291-423.85-20 UTILITIES / INTERNET SERVICE | | | | | | | | | | |
| 995 | | 06/20 AP | | 12/04/19 | 0000000 | EXPERIENCE WATERLOO | 6,608.70 | | | 12/12/19 |
| | | | | | | ANNUAL LOCALIST WEB-CAL | | | | |
| | | | | | | SPLIT 50/50 W/WATERLOO | | | | |

| GROUP NBR | PO NBR | ACCTG PER. | CD | TRANSACTION DATE | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE POST DT |
|---|--------|------------|----|------------------|--|-----------|---------|-------------------------|
| FUND 261 TOURISM & VISITORS | | | | | | | | |
| 261-2291-423.85-20 UTILITIES / INTERNET SERVICE | | | | | | continued | | |
| ACCOUNT TOTAL | | | | | | 6,608.70 | .00 | 6,608.70 |
| 261-2291-423.85-23 UTILITIES / BUILDING MAINTENANCE | | | | | | | | |
| 995 | | 06/20 AP | | 12/05/19 0000000 | CITY LAUNDERING CO. | 10.00 | | 12/12/19 |
| | | | | | BI-WEEKLY MAT SERVICE | | | |
| 995 | | 06/20 AP | | 11/21/19 0000000 | CITY LAUNDERING CO. | 10.00 | | 12/12/19 |
| | | | | | BI-WEEKLY MAT SERVICE | | | |
| ACCOUNT TOTAL | | | | | | 20.00 | .00 | 20.00 |
| 261-2291-423.85-51 UTILITIES / EVENTS, BIDS, & SPONSORS | | | | | | | | |
| 995 | | 06/20 AP | | 11/26/19 0000000 | HILTON GARDEN INN | 360.00 | | 12/12/19 |
| | | | | | FINALS IHSAA BREAKFAST FOR BOARD | | | |
| 995 | | 06/20 AP | | 11/19/19 0000000 | HILTON GARDEN INN | 288.00 | | 12/12/19 |
| | | | | | SEMI FINALS IHSAA BREAKFS FOR BOARD | | | |
| ACCOUNT TOTAL | | | | | | 648.00 | .00 | 648.00 |
| 261-2291-423.85-52 UTILITIES / TOURISM MARKETING GRANTS | | | | | | | | |
| 995 | | 06/20 AP | | 12/09/19 0000000 | BLUEGRASS MUSIC ASSOCIATION O | 5,000.00 | | 12/12/19 |
| | | | | | GRANT:THANKSGVNG BLUEGRAS FEST | | | |
| ACCOUNT TOTAL | | | | | | 5,000.00 | .00 | 5,000.00 |
| 261-2291-423.88-47 OUTSIDE AGENCIES / ECONOMIC DEVEL GRANTS | | | | | | | | |
| 1015 | | 06/20 AP | | 12/10/19 0000000 | GROW CEDAR VALLEY | 12,500.00 | | 12/12/19 |
| | | | | | FY20 1ST 1/2 BASE PAYMENT JULY-DECEMBER 2019 | | | |
| ACCOUNT TOTAL | | | | | | 12,500.00 | .00 | 12,500.00 |
| FUND TOTAL | | | | | | 29,955.47 | .00 | 29,955.47 |

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

ITEM 43.

| GROUP NBR | PO NBR | ACCTG PER. | CD | DATE | ---TRANSACTION--- NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE | POST DT |
|--|--------|------------|----|----------|-----------------------------|---|-----------|---------|--------------------|----------|
| FUND 295 SOFTBALL PLAYER CAPITAL | | | | | | | | | | |
| FUND 296 GOLF CAPITAL | | | | | | | | | | |
| FUND 297 REC FACILITIES CAPITAL | | | | | | | | | | |
| 297-2253-423.92-01 | | | | | | STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS | | | | |
| 998 | | 06/20 AP | | 11/30/19 | 0000000 | INVISION ARCHITECTURE | 12,292.50 | | | 12/12/19 |
| | | | | | | Mechanical Consultant | | | | |
| 998 | | 06/20 AP | | 11/30/19 | 0000000 | RDG PLANNING & DESIGN | 4,622.00 | | | 12/12/19 |
| | | | | | | Printing and Study | | | | |
| | | | | | | ACCOUNT TOTAL | 16,914.50 | .00 | 16,914.50 | |
| | | | | | | FUND TOTAL | 16,914.50 | .00 | 16,914.50 | |
| FUND 298 HEARST CAPITAL | | | | | | | | | | |
| FUND 311 DEBT SERVICE FUND | | | | | | | | | | |
| FUND 402 WASHINGTON PARK FUND | | | | | | | | | | |
| FUND 404 FEMA | | | | | | | | | | |
| FUND 405 FLOOD RESERVE FUND | | | | | | | | | | |
| FUND 407 VISION IOWA PROJECT | | | | | | | | | | |
| FUND 408 STREET IMPROVEMENT FUND | | | | | | | | | | |
| 408-1240-431.92-63 | | | | | | STRUCTURE IMPROV & BLDGS / UNIV AVE RECONSTRUCTION | | | | |
| 952 | | 06/20 AP | | 12/06/19 | 0000000 | PETERSON CONTRACTORS | 10,106.15 | | | 12/12/19 |
| | | | | | | 3114-UNIV.AVE.RECON.PH.II | | | | |
| | | | | | | PROJECT#: 023114 | | | | |
| | | | | | | ACCOUNT TOTAL | 10,106.15 | .00 | 10,106.15 | |
| | | | | | | FUND TOTAL | 10,106.15 | .00 | 10,106.15 | |
| FUND 430 2004 TIF BOND | | | | | | | | | | |
| 430-1220-431.92-54 | | | | | | STRUCTURE IMPROV & BLDGS / DOWNTOWN STREETScape | | | | |
| 952 | | 06/20 AP | | 10/24/19 | 0000000 | SNYDER & ASSOCIATES, INC. | 17,396.18 | | | 12/12/19 |
| | | | | | | 3194-2ND & 3RD ST. RECON. | | | | |
| | | | | | | SERVICES THRU 09/30/19 | | | | |
| | | | | | | PROJECT#: 023194 | | | | |
| | | | | | | ACCOUNT TOTAL | 17,396.18 | .00 | 17,396.18 | |
| 430-1220-431.97-52 | | | | | | TIF BOND PROJECTS / PETER MELENDY PARK | | | | |
| 952 | | 06/20 AP | | 12/09/19 | 0000000 | VIETH CONSTRUCTION CORPORATIO | 21,612.50 | | | 12/12/19 |
| | | | | | | 3208-PETER MELENDY PARK | | | | |
| | | | | | | PROJECT#: 023208 | | | | |
| | | | | | | ACCOUNT TOTAL | 21,612.50 | .00 | 21,612.50 | |
| 430-1220-431.97-56 TIF BOND PROJECTS / PRAIRIE PARKWAY LANDSCAPE | | | | | | | | | | |

| GROUP NBR | PO NBR | ACCTG PER. | CD | DATE | TRANSACTION NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE | POST DT |
|---|-------------------|---------------------|----|-------------------|--------------------|--|-----------|---------|-----------------|-----------|
| FUND 430 2004 TIF BOND | | | | | | | | | | |
| 430-1220-993 | 431.97-56 | TIF BOND PROJECTS / | | 06/20 AP 11/20/19 | 0000000 | PRAIRIE PARKWAY LANDSCAPE WAPSIE PINES LAWN CARE/LANDSC | 23,658.62 | | | 12/12/19 |
| | | | | | | | | | | continued |
| | | | | | | ACCOUNT TOTAL | 23,658.62 | .00 | 23,658.62 | |
| 430-1220-952 06/20 AP 11/22/19 0000000 3189-INDUSTRIAL PARK EXP. VIKING ROAD EXTENSION SNYDER & ASSOCIATES, INC. SERVICES THRU 10/31/19 | | | | | | | | | | |
| | | | | | | PROJECT#: 023189 | | | | |
| 430-1220-952 | 06/20 AP 10/24/19 | 0000000 | | | | SNYDER & ASSOCIATES, INC. SERVICES THRU 09/30/19 | 10,571.54 | | | 12/12/19 |
| | | | | | | PROJECT#: 023189 | | | | |
| | | | | | | ACCOUNT TOTAL | 31,153.47 | .00 | 31,153.47 | |
| 430-1220-953 06/20 AP 11/18/19 0000000 ANCHORS-BENCHES/BIKE RACK STREETScape MAINTENANCE STETSON BUILDING PRODUCTS LLC | | | | | | | | | | |
| | | | | | | PROJECT#: 023188 | | | | |
| 430-1220-1005 | 05/20 AP 10/25/19 | 0132778 | | | | MENARDS-CEDAR FALLS | 64.90 | | | 12/10/19 |
| | | | | | | PROJECT#: 023188 | | | | |
| 430-1220-952 | 06/20 AP 10/24/19 | 0000000 | | | | SNYDER & ASSOCIATES, INC. SERVICES THRU 09/30/19 | 23,673.76 | | | 12/12/19 |
| | | | | | | PROJECT#: 023180 | | | | |
| 430-1220-1005 | 05/20 AP 10/22/19 | 0132632 | | | | MENARDS-CEDAR FALLS UNDER PAVERS | 68.99 | | | 12/10/19 |
| | | | | | | PROJECT#: 023188 | | | | |
| 430-1220-1005 | 05/20 AP 10/18/19 | 0132587 | | | | BENTON'S READY MIX CONCRETE, STREETScape | 423.00 | | | 12/10/19 |
| | | | | | | PROJECT#: 023188 | | | | |
| 430-1220-1005 | 05/20 AP 10/16/19 | 0132587 | | | | BENTON'S READY MIX CONCRETE, CONCRETE - 6TH SIDEWALK | 684.75 | | | 12/10/19 |
| | | | | | | PROJECT#: 023188 | | | | |
| 430-1220-1005 | 05/20 AP 10/14/19 | 0132587 | | | | BENTON'S READY MIX CONCRETE, CONCRETE - 4TH ST STREETScape | 423.00 | | | 12/10/19 |
| | | | | | | PROJECT#: 023188 | | | | |
| 430-1220-1005 | 05/20 AP 10/11/19 | 0132668 | | | | STETSON BUILDING PRODUCTS LLC SILT SOCK FOR 4TH ST | 92.48 | | | 12/10/19 |
| | | | | | | PROJECT#: 023188 | | | | |
| 430-1220-1005 | 05/20 AP 10/09/19 | 0132443 | | | | BENTON'S READY MIX CONCRETE, CONCRETE-SIDEWALK 4TH ST | 202.50 | | | 12/10/19 |
| | | | | | | PROJECT#: 023188 | | | | |
| | | | | | | ACCOUNT TOTAL | 25,712.38 | .00 | 25,712.38 | |

| GROUP NBR | PO NBR | ACCTG PER. | CD | DATE | ---TRANSACTION--- NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE POST DT |
|---|--------|------------|----|----------|-----------------------------|----------------------------|------------|---------|-------------------------------|
| FUND 430 2004 TIF BOND | | | | | | | | | |
| 430-1220-431.97-83 TIF BOND PROJECTS / TIF LEGAL FEES | | | | | | | | | |
| 927 | | 06/20 AP | | 11/26/19 | 0000000 | AHLERS AND COONEY, P.C. | 180.00 | | 12/12/19 |
| | | | | | | LGL:HWY 58 CORR.URB.RENEW | | | 11/05/19-11/10/19 |
| 927 | | 06/20 AP | | 11/26/19 | 0000000 | AHLERS AND COONEY, P.C. | 1,036.00 | | 12/12/19 |
| | | | | | | LGL:COLLEGE HILL URA | | | 10/31/19-11/19/19 |
| ACCOUNT TOTAL | | | | | | | 1,216.00 | .00 | 1,216.00 |
| 430-1220-431.97-98 TIF BOND PROJECTS / MAIN STREET ALLEY | | | | | | | | | |
| 952 | | 06/20 AP | | 12/06/19 | 0000000 | LODGE CONSTRUCTION, INC | 44,635.36 | | 12/12/19 |
| | | | | | | 3154-100 BLK.ALLEY RECON. | | | |
| PROJECT#: | | | | | | 023154 | | | |
| ACCOUNT TOTAL | | | | | | | 44,635.36 | .00 | 44,635.36 |
| FUND TOTAL | | | | | | | 165,384.51 | .00 | 165,384.51 |
| FUND 431 2014 BOND | | | | | | | | | |
| FUND 432 2003 BOND | | | | | | | | | |
| FUND 433 2001 TIF | | | | | | | | | |
| FUND 434 2000 BOND | | | | | | | | | |
| FUND 435 1999 TIF | | | | | | | | | |
| FUND 436 2012 BOND | | | | | | | | | |
| 436-1220-431.94-83 CAPITAL PROJECTS / WEST 1ST STREET | | | | | | | | | |
| 927 | | 06/20 AP | | 11/22/19 | 0000000 | AHLERS AND COONEY, P.C. | 88.00 | | 12/12/19 |
| | | | | | | 3118-W.1ST ST. RECONST. | | | 10/31/19 |
| PROJECT#: | | | | | | 023118 | | | |
| ACCOUNT TOTAL | | | | | | | 88.00 | .00 | 88.00 |
| 436-1220-431.98-26 CAPITAL PROJECTS / DOWNTOWN LEVEE IMPROVEMNT | | | | | | | | | |
| 952 | | 06/20 AP | | 12/09/19 | 0000000 | IOWA BRIDGE & CULVERT, LC | 76,214.17 | | 12/12/19 |
| | | | | | | 1975-DOWNTN.LEVEE IMPROV. | | | |
| PROJECT#: | | | | | | 021975 | | | |
| ACCOUNT TOTAL | | | | | | | 76,214.17 | .00 | 76,214.17 |
| 436-1220-431.98-60 CAPITAL PROJECTS / DAM SAFETY IMPROVEMENTS | | | | | | | | | |
| 927 | | 06/20 AP | | 12/01/19 | 0000000 | RIVERWISE ENGINEERING, LLC | 9,259.20 | | 12/12/19 |
| | | | | | | 3088-CDR.RV.LOW HEAD DAM | | | |
| PROJECT#: | | | | | | 023088 | | | |
| ACCOUNT TOTAL | | | | | | | 9,259.20 | .00 | 9,259.20 |

ACCOUNT ACTIVITY LISTING

| GROUP NBR | PO NBR | ACCTG PER. | CD | DATE | TRANSACTION NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE | POST DT |
|---------------------------|--------|---------------------------|--|----------|--------------------|--|-----------|---------|-----------------|----------|
| FUND 436 2012 BOND | | | | | | | | | | |
| 436-1220-431.98-62 | | | | 10/24/19 | 0000000 | CAPITAL PROJECTS / CLAY ST. PARK DRAINAGE | | | | |
| 952 | | 06/20 AP | | 10/24/19 | 0000000 | SNYDER & ASSOCIATES, INC. | 3,035.34 | | | 12/12/19 |
| | | 3146-CLAY ST. PARK DRAIN. | | | | SERVICES THRU 09/30/19 | | | | |
| PROJECT#: | | 023146 | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 3,035.34 | .00 | 3,035.34 | |
| FUND TOTAL | | | | | | | 88,596.71 | .00 | 88,596.71 | |
| FUND 437 2018 BOND | | | | | | | | | | |
| FUND 438 2020 BOND FUND | | | | | | | | | | |
| 438-1220-431.98-83 | | | | 10/24/19 | 0000000 | CAPITAL PROJECTS / CEDAR HGTS DRIVE RECON | | | | |
| 952 | | 06/20 AP | | 10/24/19 | 0000000 | SNYDER & ASSOCIATES, INC. | 34,245.10 | | | 12/12/19 |
| | | 3171-CEDAR HEIGHTS RECON. | | | | SERVICES THRU 09/30/19 | | | | |
| PROJECT#: | | 023171 | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 34,245.10 | .00 | 34,245.10 | |
| FUND TOTAL | | | | | | | 34,245.10 | .00 | 34,245.10 | |
| FUND 439 2008 BOND FUND | | | | | | | | | | |
| FUND 443 CAPITAL PROJECTS | | | | | | | | | | |
| 443-1220-431.94-32 | | | | 11/25/19 | 0000000 | CAPITAL PROJECTS / SUSTAINABILITY | | | | |
| 993 | | 06/20 AP | | 11/25/19 | 0000000 | DIAMOND VOGEL PAINT - #64/#55 | 43.60 | | | 12/12/19 |
| PROJECT#: | | 013001 | PAINT FOR EV PARKING | | | | | | | |
| 993 | | 06/20 AP | | 11/20/19 | 0000000 | BENTON'S READY MIX CONCRETE, | 508.00 | | | 12/12/19 |
| PROJECT#: | | 013001 | EV CONCRETE - SIDEWALK, BOLLARDS- 2ND STREET | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 551.60 | .00 | 551.60 | |
| 443-1220-431.94-51 | | | | 10/08/19 | 0000000 | CAPITAL PROJECTS / POLICE CAPITAL RESERVE | | | | |
| 994 | | 06/20 AP | | 10/08/19 | 0000000 | MPH INDUSTRIES, INC. | 202.00 | | | 12/12/19 |
| PROJECT#: | | | 2ND BATTERY-RADAR TRAILER | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 202.00 | .00 | 202.00 | |
| 443-1220-431.94-55 | | | | 12/04/19 | 0000000 | CAPITAL PROJECTS / NETWORK SURVEIL CAMERAS | | | | |
| 1008 | | 06/20 AP | | 12/04/19 | 0000000 | CEDAR FALLS UTILITIES | 288.00 | | | 12/12/19 |
| PROJECT#: | | | ANNUAL MAINT. CAMERAS COLLEGE HILL | | | | | | | |
| 1008 | | 06/20 AP | | 12/04/19 | 0000000 | CEDAR FALLS UTILITIES | 22,676.00 | | | 12/12/19 |
| PROJECT#: | | | LABOR COLLEGE HILL CAMERA | | | | | | | |
| 962 | | 06/20 AP | | 11/11/19 | 0132934 | US BANK | 210.96 | | | 12/06/19 |

| GROUP NBR | PO NBR | ACCTG PER. | CD | DATE | ---TRANSACTION--- NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE POST DT |
|--|--------|------------|----|----------|-----------------------------|------------------------|-----------|---------|----------------------------|
| FUND 443 CAPITAL PROJECTS | | | | | | | | | |
| 443-1220-431.94-55 CAPITAL PROJECTS / NETWORK SURVEIL CAMERAS continued | | | | | | | | | |
| | | | | | | AMZN MKTP US*RZ3AX3093 | | | |
| 962 | | 06/20 AP | | 11/07/19 | 0132934 | US BANK | 377.97 | | 12/06/19 |
| | | | | | | AMAZON.COM*9R83J6SH3 | | | |
| 962 | | 06/20 AP | | 11/06/19 | 0132934 | US BANK | 82.26 | | 12/06/19 |
| | | | | | | MENARDS CEDAR FALLS IA | | | |
| 962 | | 06/20 AP | | 11/04/19 | 0132934 | US BANK | 234.05 | | 12/06/19 |
| | | | | | | MENARDS CEDAR FALLS IA | | | |
| 962 | | 06/20 AP | | 11/01/19 | 0132934 | US BANK | 120.56 | | 12/06/19 |
| | | | | | | AMAZON.COM*GX8Y18ZI3 | | | |
| 962 | | 06/20 AP | | 10/30/19 | 0132934 | US BANK | 25.90 | | 12/06/19 |
| | | | | | | MENARDS CEDAR FALLS IA | | | |
| | | | | | | ACCOUNT TOTAL | 24,015.70 | .00 | 24,015.70 |
| | | | | | | FUND TOTAL | 24,769.30 | .00 | 24,769.30 |
| FUND 472 PARKADE RENOVATION | | | | | | | | | |
| FUND 473 SIDEWALK ASSESSMENT | | | | | | | | | |
| 473-1220-431.98-99 CAPITAL PROJECTS / SIDEWALK SPECIAL ASSESSMT | | | | | | | | | |
| 952 | | 06/20 AP | | 11/26/19 | 0000000 | FELDMAN CONCRETE | 75,966.48 | | 12/12/19 |
| | | | | | | PROJECT#: 023164 | | | |
| | | | | | | ACCOUNT TOTAL | 75,966.48 | .00 | 75,966.48 |
| | | | | | | FUND TOTAL | 75,966.48 | .00 | 75,966.48 |
| FUND 483 ECONOMIC DEVELOPMENT | | | | | | | | | |
| FUND 484 ECONOMIC DEVELOPMENT LAND | | | | | | | | | |
| FUND 541 2018 STORM WATER BONDS | | | | | | | | | |
| 541-2230-432.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS | | | | | | | | | |
| 952 | | 06/20 AP | | 12/09/19 | 0000000 | PETERSON CONTRACTORS | 27,494.71 | | 12/12/19 |
| | | | | | | PROJECT#: 023043 | | | |
| | | | | | | ACCOUNT TOTAL | 27,494.71 | .00 | 27,494.71 |
| | | | | | | FUND TOTAL | 27,494.71 | .00 | 27,494.71 |

| GROUP NBR | PO NBR | ACCTG PER. | CD | DATE | ---TRANSACTION--- NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE POST DT |
|--------------------|--------|--|----|---------|-----------------------------|---------------------------|----------|---------|-------------------------------|
| 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 | | | | | | | |
| 551-6675-436.71-01 | | OFFICE SUPPLIES / OFFICE SUPPLIES | | | | | | | |
| 993 | 06/20 | AP 11/07/19 | | 0000000 | | STOREY KENWORTHY | 15.58 | | 12/12/19 |
| | | | | | | LEGAL PADS, INK REFILL | | | |
| | | | | | | ACCOUNT TOTAL | 15.58 | .00 | 15.58 |
| 551-6685-436.71-01 | | OFFICE SUPPLIES / OFFICE SUPPLIES | | | | | | | |
| 953 | 06/20 | AP 11/22/19 | | 0000000 | | O'DONNELL ACE HARDWARE | 9.99 | | 12/12/19 |
| | | | | | | BATTERIES-TRANS STATION | | | |
| | | | | | | ACCOUNT TOTAL | 9.99 | .00 | 9.99 |
| 551-6685-436.72-54 | | OPERATING SUPPLIES / BUILDING SUPPLIES | | | | | | | |
| 925 | 06/20 | AP 11/20/19 | | 0000000 | | MENARDS-CEDAR FALLS | 27.38 | | 12/12/19 |
| | | | | | | PAPER TOWELS | | | |
| | | | | | | ACCOUNT TOTAL | 27.38 | .00 | 27.38 |
| 551-6685-436.72-60 | | OPERATING SUPPLIES / SAFETY SUPPLIES | | | | | | | |
| 996 | 06/20 | AP 12/02/19 | | 0000000 | | THOMPSON SHOES | 127.50 | | 12/12/19 |
| | | | | | | SAFETY SHOES-R CHRISTENSE | | | |
| | | | | | | P.O. 56450 | | | |
| | | | | | | ACCOUNT TOTAL | 127.50 | .00 | 127.50 |
| 551-6685-436.73-01 | | OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES | | | | | | | |
| 993 | 06/20 | AP 12/05/19 | | 0000000 | | MENARDS-CEDAR FALLS | 5.64 | | 12/12/19 |
| | | | | | | ROLL OFF REPAIR | | | |
| | | | | | | HINGE STRAP - WIRELOCKPIN | | | |
| 993 | 06/20 | AP 12/03/19 | | 0000000 | | MENARDS-CEDAR FALLS | 3.49 | | 12/12/19 |
| | | | | | | SCREWS - DOOR REPAIR | | | |
| 993 | 06/20 | AP 12/02/19 | | 0000000 | | MENARDS-CEDAR FALLS | 89.53 | | 12/12/19 |
| | | | | | | REPAIRS TO DOOR RECYCLING | | | |
| | | | | | | CENTER | | | |
| | | | | | | ACCOUNT TOTAL | 98.66 | .00 | 98.66 |
| 551-6685-436.86-36 | | REPAIR & MAINTENANCE / TRANSFER STATION MAINT. | | | | | | | |
| 960 | 06/20 | AP 11/26/19 | | 0000000 | | VAN METER, INC. | 2,018.59 | | 12/12/19 |
| | | | | | | LIGHTS FOR RECYCLING | | | |
| | | | | | | CANOPY | | | |
| | | | | | | ACCOUNT TOTAL | 2,018.59 | .00 | 2,018.59 |

| GROUP NBR | PO NBR | ACCTG PER. | CD | DATE | ---TRANSACTION--- NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE | POST DT |
|--|--------|--------------------------------------|----|------|-----------------------------|--|------------|---------|--------------------|------------|
| FUND 551 REFUSE FUND | | | | | | | | | | |
| 551-6685-436.87-02 | | RENTALS / MATERIAL DISPOSAL/HANDLIN | | | | | | | | |
| 993 | | 06/20 AP 12/06/19 0000000 | | | | WEIKERT IRON AND METAL | 2,121.00 | | | 12/12/19 |
| 953 | | 06/20 AP 11/26/19 0000000 | | | | SAM ANNIS & CO. APPLIANCE RECYCLING | 44.88 | | | 12/12/19 |
| 953 | | 06/20 AP 11/22/19 0000000 | | | | MIDWEST ELECTRONIC RECOVERY PROFANE TANK REFILL ELECTRONIC RECYCLING | 730.15 | | | 12/12/19 |
| | | ACCOUNT TOTAL | | | | | 2,896.03 | .00 | | 2,896.03 |
| FUND 551-6685-436.87-03 RENTALS / EQUIPMENT RENTAL | | | | | | | | | | |
| 953 | | 06/20 AP 11/25/19 0000000 | | | | STAR EQUIPMENT, LTD. SHEEP FOOT-RECYCLING PROJ | 300.00 | | | 12/12/19 |
| | | ACCOUNT TOTAL | | | | | 300.00 | .00 | | 300.00 |
| FUND 551-6685-436.93-01 EQUIPMENT / EQUIPMENT | | | | | | | | | | |
| 925 | | 06/20 AP 11/25/19 0000000 | | | | KILBURG EQUIPMENT LLC AUTOMATED TRUCK BODY GOES | 109,158.00 | | | 12/12/19 |
| | | ACCOUNT TOTAL | | | | | 109,158.00 | .00 | | 109,158.00 |
| | | FUND TOTAL | | | | | 114,651.73 | .00 | | 114,651.73 |
| FUND 552 SEWER RENTAL FUND | | | | | | | | | | |
| 552-6655-436.72-60 | | OPERATING SUPPLIES / SAFETY SUPPLIES | | | | | | | | |
| 977 | | 06/20 AP 11/20/19 0000000 | | | | GRAINGER PARTS SAFETY LOCKS | 204.45 | | | 12/12/19 |
| | | ACCOUNT TOTAL | | | | | 204.45 | .00 | | 204.45 |
| 552-6655-436.73-27 | | OTHER SUPPLIES / IOWA ONE CALL | | | | | | | | |
| 953 | | 06/20 AP 11/18/19 0000000 | | | | IOWA ONE CALL IA ONE CALLS- OCT 2019 | 521.10 | | | 12/12/19 |
| | | ACCOUNT TOTAL | | | | | 521.10 | .00 | | 521.10 |
| 552-6665-436.71-01 | | OFFICE SUPPLIES / OFFICE SUPPLIES | | | | | | | | |
| 977 | | 06/20 AP 11/21/19 0000000 | | | | CRESCENT ELECTRIC ELECTRICAL CODE BOOK | 120.00 | | | 12/12/19 |
| | | ACCOUNT TOTAL | | | | | 120.00 | .00 | | 120.00 |

| GROUP NBR | PO NBR | ACCTG PER. | CD | DATE | ---TRANSACTION--- NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE | POST DT |
|---|--------|---|----|----------|-----------------------------|-------------------------------|-----------|---------|--------------------|----------|
| FUND 552 SEWER RENTAL FUND | | | | | | | | | | |
| 552-6665-436.72-26 OPERATING SUPPLIES / TESTING & LAB | | | | | | | | | | |
| 977 | | 06/20 AP | | 12/04/19 | 0000000 | MIDLAND SCIENTIFIC, INC. | 50.88 | | | 12/12/19 |
| | | LAB SUPPLIES | | | | | | | | |
| 977 | | 06/20 AP | | 12/02/19 | 0000000 | MIDLAND SCIENTIFIC, INC. | 503.40 | | | 12/12/19 |
| | | LAB SUPPLIES | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 554.28 | .00 | 554.28 | |
| 552-6665-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES | | | | | | | | | | |
| 977 | | 06/20 AP | | 11/20/19 | 0000000 | CINTAS FIRST AID & SAFETY | 142.29 | | | 12/12/19 |
| | | RESTOCK FIRST AID CABINET | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 142.29 | .00 | 142.29 | |
| 552-6665-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT | | | | | | | | | | |
| 977 | | 06/20 AP | | 12/05/19 | 0000000 | ARNOLD MOTOR SUPPLY | 22.21 | | | 12/12/19 |
| | | TRUCK ELECTRICAL | | | | | | | | |
| 977 | | 06/20 AP | | 11/26/19 | 0000000 | DELUXE DISTRIBUTORS | 1,936.85 | | | 12/12/19 |
| | | SEWER CLEANER | | | | | | | | |
| 977 | | 06/20 AP | | 11/22/19 | 0000000 | BENTON BUILDING CENTER | 45.22 | | | 12/12/19 |
| | | PLUMBING SUPPLIES | | | | | | | | |
| 977 | | 06/20 AP | | 11/22/19 | 0000000 | ELECTRIC PUMP | 3,420.04 | | | 12/12/19 |
| | | PUMP ROTOR & STATOR | | | | | | | | |
| 977 | | 06/20 AP | | 11/22/19 | 0000000 | O'DONNELL ACE HARDWARE | 59.99 | | | 12/12/19 |
| | | SHOP VAC | | | | | | | | |
| 977 | | 06/20 AP | | 11/22/19 | 0000000 | O'DONNELL ACE HARDWARE | 37.07 | | | 12/12/19 |
| | | BROOMS-DUSTPAN | | | | | | | | |
| 977 | | 06/20 AP | | 11/21/19 | 0000000 | MSD ENVIRONMENTAL SERVICES, I | 4,498.10 | | | 12/12/19 |
| | | POLYMER | | | | | | | | |
| 977 | | 06/20 AP | | 11/21/19 | 0000000 | WASTECORP.PUMPS LLC. | 12,105.00 | | | 12/12/19 |
| | | SLUDGE PUMP | | | | | | | | |
| 977 | | 06/20 AP | | 11/19/19 | 0000000 | FASTENAL COMPANY | 114.65 | | | 12/12/19 |
| | | CABLE TIES | | | | | | | | |
| 977 | | 06/20 AP | | 11/19/19 | 0000000 | MENARDS-CEDAR FALLS | 34.86 | | | 12/12/19 |
| | | WATER | | | | | | | | |
| 977 | | 06/20 AP | | 11/19/19 | 0000000 | O'DONNELL ACE HARDWARE | 90.89 | | | 12/12/19 |
| | | MASONRY BIT,TUB,MENDERHOS E,IMPACT SET | | | | | | | | |
| 977 | | 06/20 AP | | 11/11/19 | 0000000 | CRESCENT ELECTRIC | 101.06 | | | 12/12/19 |
| | | CONDUIT | | | | | | | | |
| 977 | | 06/20 AP | | 11/08/19 | 0000000 | CRESCENT ELECTRIC | 2.59 | | | 12/12/19 |
| | | CONDUIT | | | | | | | | |
| 962 | | 06/20 AP | | 11/06/19 | 0132934 | US BANK | 43.90 | | | 12/06/19 |
| | | INDECO SHIPPING-FREIGHT CHARGES | | | | | | | | |
| 962 | | 06/20 AP | | 11/01/19 | 0132934 | US BANK | 901.14 | | | 12/06/19 |
| | | INDECO GENERATOR HEATER | | | | | | | | |
| 962 | | 06/20 AP | | 10/28/19 | 0132934 | US BANK | 106.43 | | | 12/06/19 |
| | | FARM & FLT OF CEDAR FLS CAULK -DIGESTER | | | | | | | | |
| 962 | | 06/20 AP | | 10/25/19 | 0132934 | US BANK | 23.02 | | | 12/06/19 |

| 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 | | | |
| GENERAL RUBBER CORPORATIO | | | | | | | | | | |
| FREIGHT CHARGES | | | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 23,543.02 | .00 | 23,543.02 | |
| 552-6665-436.73-36 OTHER SUPPLIES / SAN. LIFT STATION SUPP. | | | | | | | | | | |
| 977 | | 06/20 AP | | 11/18/19 | 0000000 | GRAINGER PARTS | 359.94 | | | 12/12/19 |
| LIFT STA HEATER | | | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 359.94 | .00 | 359.94 | |
| 552-6665-436.86-12 REPAIR & MAINTENANCE / TOWELS | | | | | | | | | | |
| 977 | | 06/20 AP | | 12/02/19 | 0000000 | CITY LAUNDERING CO. | 38.75 | | | 12/12/19 |
| RUGS, TOWELS | | | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 38.75 | .00 | 38.75 | |
| 552-6665-436.86-29 REPAIR & MAINTENANCE / LAB & TESTING | | | | | | | | | | |
| 977 | | 06/20 AP | | 12/04/19 | 0000000 | TESTAMERICA LABORATORIES, INC | 125.00 | | | 12/12/19 |
| LAB TESTING | | | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 125.00 | .00 | 125.00 | |
| FUND TOTAL | | | | | | | 25,608.83 | .00 | 25,608.83 | |
| FUND 553 2004 SEWER BOND | | | | | | | | | | |
| FUND 555 STORM WATER UTILITY | | | | | | | | | | |
| 555-2230-432.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES | | | | | | | | | | |
| 927 | | 06/20 AP | | 11/11/19 | 0000000 | STOREY KENWORTHY | .62 | | | 12/12/19 |
| LEGAL PADS,HANGING FOLDER | | | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | .62 | .00 | .62 | |
| 555-2230-432.83-06 TRANSPORTATION&EDUCATION / EDUCATION | | | | | | | | | | |
| 927 | | 06/20 AP | | 12/02/19 | 0000000 | WATERLOO, CITY OF | 208.34 | | | 12/12/19 |
| 2020 HOME SHOW | | | | | | | | | | |
| CV STORM WATER ED PARTNER | | | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 208.34 | .00 | 208.34 | |
| 555-2230-432.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS | | | | | | | | | | |
| 952 | | 06/20 AP | | 12/06/19 | 0000000 | PETERSON CONTRACTORS | 23,707.72 | | | 12/12/19 |
| 3152-WALNUT ST.BOX CULVT. | | | | | | | | | | |
| PROJECT#: 023152 | | | | | | | | | | |

| GROUP NBR | PO NBR | ACCTG PER. | CD | DATE | ---TRANSACTION--- NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE | POST DT |
|-------------------------------|--------|---------------------------|----|----------|-----------------------------|---|-----------|---------|-----------------|----------|
| FUND 555 STORM WATER UTILITY | | | | | | | | | | |
| 555-2230-432.92-01 | | | | | | STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS | continued | | | |
| 952 | | 06/20 AP | | 12/01/19 | 0000000 | ROBINSON ENGINEERING COMPANY | 4,145.56 | | | 12/12/19 |
| | | 3191-ACE PLACE SUBWTRSHD. | | | | ASSESSMENT-THRU 11/30/19 | | | | |
| | | PROJECT#: | | 023191 | | | | | | |
| | | | | | ACCOUNT TOTAL | | 27,853.28 | .00 | 27,853.28 | |
| | | | | | FUND TOTAL | | 28,062.24 | .00 | 28,062.24 | |
| FUND 570 SEWER ASSESSMENT | | | | | | | | | | |
| FUND 606 DATA PROCESSING FUND | | | | | | | | | | |
| 606-1078-441.71-01 | | | | | | OFFICE SUPPLIES / OFFICE SUPPLIES | | | | |
| 1008 | | 06/20 AP | | 11/21/19 | 0000000 | STOREY KENWORTHY | 4.29 | | | 12/12/19 |
| | | COPY PAPER | | | | | | | | |
| 1008 | | 06/20 AP | | 11/18/19 | 0000000 | STOREY KENWORTHY | 254.65 | | | 12/12/19 |
| | | BLUE BAR PAPER | | | | | | | | |
| 1008 | | 06/20 AP | | 11/12/19 | 0000000 | STOREY KENWORTHY | 1.56 | | | 12/12/19 |
| | | SCISSORS | | | | | | | | |
| 1008 | | 06/20 AP | | 11/11/19 | 0000000 | STOREY KENWORTHY | 4.29 | | | 12/12/19 |
| | | COPY PAPER | | | | | | | | |
| | | | | | ACCOUNT TOTAL | | 264.79 | .00 | 264.79 | |
| 606-1078-441.72-01 | | | | | | OPERATING SUPPLIES / OPERATING SUPPLIES | | | | |
| 962 | | 06/20 AP | | 11/13/19 | 0132934 | US BANK | 99.00 | | | 12/06/19 |
| | | STK*BIGSTOCKPHOTO.COM | | | | ONLINE IMAGE SUBSCRIPTION | | | | |
| 962 | | 06/20 AP | | 10/25/19 | 0132934 | US BANK | 410.52 | | | 12/06/19 |
| | | AMZN MKTP US*YZ7TP1TD3 AM | | | | THUMB DRIVES,SD CARDS | | | | |
| 962 | | 06/20 AP | | 10/24/19 | 0132934 | US BANK | 260.70 | | | 12/06/19 |
| | | AMZN MKTP US*OR87U20S3 | | | | 1000 FT ETHERNET CABLE | | | | |
| | | | | | ACCOUNT TOTAL | | 770.22 | .00 | 770.22 | |
| 606-1078-441.81-41 | | | | | | PROFESSIONAL SERVICES / E-GOVERNMENT | | | | |
| 1008 | | 06/20 AP | | 12/11/19 | 0000000 | MUNICIPAL CODE CORPORATION | 5,600.00 | | | 12/12/19 |
| | | AGENDA MGMT SUBSCRIPTION | | | | | | | | |
| 1008 | | 06/20 AP | | 12/04/19 | 0000000 | MUNICIPAL CODE CORPORATION | 700.00 | | | 12/12/19 |
| | | ANNUAL CODE ONLINE FEE | | | | | | | | |
| | | | | | ACCOUNT TOTAL | | 6,300.00 | .00 | 6,300.00 | |
| 606-1078-441.81-70 | | | | | | PROFESSIONAL SERVICES / CONTRACT SERVICES | | | | |
| 996 | | 06/20 AP | | 11/30/19 | 0000000 | IP PATHWAYS, LLC | 131.25 | | | 12/12/19 |
| | | BILLABLE SUPPORT TIME | | | | | | | | |
| | | | | | ACCOUNT TOTAL | | 131.25 | .00 | 131.25 | |

| 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 | | | | |
| 1008 | | 06/20 AP | | 11/26/19 | 0000000 | ADVANCED SYSTEMS INC. | 2,144.12 | | | 12/12/19 |
| | | COPIERS/24629-MPS01/DEC19 | | | | 11/22-12/21&OVR8/22-11/21 | | | | |
| 996 | | 06/20 AP | | 10/14/19 | 0000000 | ADVANCED SYSTEMS INC. | 1,083.25 | | | 12/12/19 |
| | | COPIERS/24629-MPS01/NOV19 | | | | 10/22/19-11/21/19 | | | | |
| | | ACCOUNT TOTAL | | | | | 3,227.37 | .00 | | 3,227.37 |
| 606-1078-441.86-10 REPAIR & MAINTENANCE / SOFTWARE SUPPORT AGREEMTS | | | | | | | | | | |
| 1008 | | 06/20 AP | | 12/11/19 | 0000000 | DLT SOLUTIONS, LLC | 8,428.00 | | | 12/12/19 |
| | | AUTOCAD SUBSC/SUPPORT | | | | | | | | |
| 1008 | | 06/20 AP | | 12/11/19 | 0000000 | LATITUDE GEOGRAPHICS GROUP LT | 4,747.50 | | | 12/12/19 |
| | | ANNUAL SOFTWARE SUPPORT | | | | GEOCORTEX ESSENT. MAINT. | | | | |
| 1008 | | 06/20 AP | | 11/25/19 | 0000000 | THE DAVENPORT GROUP USA, LTD | 21,716.00 | | | 12/12/19 |
| | | ANNUAL LAMA MAINTENANCE | | | | | | | | |
| | | ACCOUNT TOTAL | | | | | 34,891.50 | .00 | | 34,891.50 |
| 606-1078-441.93-01 EQUIPMENT / EQUIPMENT | | | | | | | | | | |
| 996 | | 06/20 AP | | 11/21/19 | 0000000 | ADVANCED SYSTEMS INC. | 150.00 | | | 12/12/19 |
| | | NEW COPIER PROJECT | | | | | | | | |
| 962 | | 06/20 AP | | 10/24/19 | 0132934 | US BANK | 124.38 | | | 12/06/19 |
| | | AMZN MKTP US*R244W4UM3 | | | | TV STAND FOR COMM.CENTER | | | | |
| 962 | | 06/20 AP | | 10/22/19 | 0132934 | US BANK | 199.92 | | | 12/06/19 |
| | | AMAZON.COM*4K3D51983 AMZN | | | | 8 ERGONOMIC KEYBOARDS | | | | |
| | | ACCOUNT TOTAL | | | | | 474.30 | .00 | | 474.30 |
| | | FUND TOTAL | | | | | 46,059.43 | .00 | | 46,059.43 |
| FUND 680 HEALTH INSURANCE FUND | | | | | | | | | | |
| FUND 681 HEALTH SEVERANCE | | | | | | | | | | |
| FUND 682 HEALTH INSURANCE - FIRE | | | | | | | | | | |
| FUND 685 VEHICLE MAINTENANCE FUND | | | | | | | | | | |
| 685-6698-446.72-05 | | | | | | OPERATING SUPPLIES / GAS & OIL | | | | |
| 953 | | 06/20 AP | | 11/26/19 | 0000000 | HARTLAND FUEL PRODUCTS, LLC | 17,436.76 | | | 12/12/19 |
| | | GASOHOL, 2200 TECHNOLOGY | | | | | | | | |
| 960 | | 06/20 AP | | 11/21/19 | 0000000 | SAM ANNIS & CO. | 26.80 | | | 12/12/19 |
| | | PROPANE TANK REFILL | | | | | | | | |
| 960 | | 06/20 AP | | 10/11/19 | 0000000 | HARTLAND FUEL PRODUCTS, LLC | 15,008.02 | | | 12/12/19 |
| | | DIESEL FUEL 1500 BLUFF ST | | | | | | | | |
| | | ACCOUNT TOTAL | | | | | 32,471.58 | .00 | | 32,471.58 |
| 685-6698-446.73-04 OTHER SUPPLIES / VEHICLE SUPPLIES | | | | | | | | | | |

| GROUP NBR | PO NBR | ACCTG PER. | CD | DATE | ---TRANSACTION--- NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE | POST DT |
|--|-----------|---------------|----|----------|-----------------------------|---|-----------|---------|--------------------|-----------|
| FUND 685 VEHICLE MAINTENANCE FUND | | | | | | | | | | |
| 685-6698-446.73-04 OTHER SUPPLIES / VEHICLE SUPPLIES | | | | | | continued | | | | |
| 993 | | 06/20 | AP | 12/03/19 | 0000000 | MENARDS-CEDAR FALLS | 11.94 | | | 12/12/19 |
| | | | | | | CUTOFF WHEELS - WELDING PROJECT | | | | |
| 960 | | 06/20 | AP | 11/27/19 | 0000000 | SIGNS BY TOMORROW | 496.50 | | | 12/12/19 |
| | | | | | | LARGE CITY LOGO FOR NEW GARBAGE TRUCKS | | | | |
| 953 | | 06/20 | AP | 11/21/19 | 0000000 | RADIO COMMUNICATIONS CO.,INC. | 104.12 | | | 12/12/19 |
| | | | | | | 2 WAY RADIO ACCESSORIES #2187 | | | | |
| 960 | | 06/20 | AP | 11/21/19 | 0000000 | KELTEK INCORPORATED | 615.60 | | | 12/12/19 |
| | | | | | | AMBER WARNING LIGHT & MOUNT #2303 | | | | |
| 960 | | 06/20 | AP | 11/19/19 | 0000000 | POLK'S LOCK SERVICE, INC. | 24.00 | | | 12/12/19 |
| | | | | | | SPARE BOBCAT KEYS | | | | |
| 953 | | 06/20 | AP | 11/18/19 | 0000000 | LAWSON PRODUCTS, INC. | 324.81 | | | 12/12/19 |
| | | | | | | DUST PLUG, DUST CAP | | | | |
| 960 | | 06/20 | AP | 11/18/19 | 0000000 | C & C WELDING & SANDBLASTING | 56.18 | | | 12/12/19 |
| | | | | | | WESTERN PLOW WIRING HARNE SS #236 | | | | |
| 953 | | 06/20 | AP | 11/15/19 | 0000000 | TOYNE, INC. | 146.18 | | | 12/12/19 |
| | | | | | | SEAT ADJUSTMENT SWITCH FD501 | | | | |
| 960 | | 06/20 | AP | 11/15/19 | 0000000 | LAWSON PRODUCTS, INC. | 1,968.74 | | | 12/12/19 |
| | | | | | | WASHERS, SCREWS, DRILLBITS, HOOKS, FITTINGS | | | | |
| | | | | | | ACCOUNT TOTAL | 3,748.07 | .00 | | 3,748.07 |
| 685-6698-446.86-12 REPAIR & MAINTENANCE / TOWELS | | | | | | | | | | |
| 953 | | 06/20 | AP | 11/21/19 | 0000000 | CITY LAUNDERING CO. | 35.00 | | | 12/12/19 |
| | | | | | | SHOP TOWELS | | | | |
| | | | | | | ACCOUNT TOTAL | 35.00 | .00 | | 35.00 |
| 685-6698-446.87-08 RENTALS / WORK BY OUTSIDE AGENCY | | | | | | | | | | |
| 960 | | 06/20 | AP | 11/14/19 | 0000000 | EVANSDALE TRUCK & TRAILER, LL | 1,623.50 | | | 12/12/19 |
| | | | | | | #382 BRAKE REPAIRS | | | | |
| | | | | | | ACCOUNT TOTAL | 1,623.50 | .00 | | 1,623.50 |
| | | | | | | FUND TOTAL | 37,878.15 | .00 | | 37,878.15 |
| FUND 686 PAYROLL FUND | | | | | | | | | | |
| FUND 687 WORKERS COMPENSATION FUND | | | | | | | | | | |
| 1015 | | 06/20 | AP | 12/02/19 | 0000000 | REDFERN, MASON, LARSEN & MOORE, | 38.00 | | | 12/12/19 |
| | | | | | | LGL:W/C D DOUGLAS 11/27/19 | | | | |
| | | | | | | ACCOUNT TOTAL | 38.00 | .00 | | 38.00 |
| | | | | | | FUND TOTAL | 38.00 | .00 | | 38.00 |

ITEM 43.

| GROUP NBR | PO NBR | ACCTG PER. | CD | DATE | ---TRANSACTION--- NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE | POST DT |
|--|--------|------------|----|----------|-----------------------------|--|--------------|----------|--------------------|----------|
| FUND 688 LTD INSURANCE FUND | | | | | | | | | | |
| FUND 689 LIABILITY INSURANCE FUND | | | | | | | | | | |
| 689-1902-457.51-05 INSURANCE / LIABILITY INSURANCE | | | | | | | | | | |
| 1015 | | 06/20 AP | | 12/05/19 | 0000000 | SWISHER & COHRT, P.L.C. 11/25/19 | 85.50 | | | 12/12/19 |
| 1015 | | 06/20 AP | | 12/02/19 | 0000000 | REDFERN, MASON, LARSEN & MOORE, 11/06/19-11/27/19 | 300.00 | | | 12/12/19 |
| 996 | | 06/20 AP | | 11/25/19 | 0000000 | AHLERS AND COONEY, P.C. 10/22/19-11/11/19 | 1,162.50 | | | 12/12/19 |
| 996 | | 06/20 AP | | 11/25/19 | 0000000 | FRIEDEMANN GOLDBERG LLP 10/3/19-10/30/19 | 2,518.69 | | | 12/12/19 |
| | | | | | | ACCOUNT TOTAL | 4,066.69 | .00 | 4,066.69 | |
| | | | | | | FUND TOTAL | 4,066.69 | .00 | 4,066.69 | |
| 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 | 1,028,795.23 | 2,458.73 | 1,026,336.50 | |