



AGENDA
CITY OF CEDAR FALLS, IOWA
CITY COUNCIL MEETING
MONDAY, NOVEMBER 21, 2022
7:00 PM AT CITY HALL, 220 CLAY STREET

Call to Order by the Mayor

Roll Call

Pledge of Allegiance

Approval of Minutes

1. Regular meeting of November 7, 2022.

Agenda Revisions

Special Presentations

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

Staff Updates

Special Order of Business

2. Continuation of the public hearing on the City's FFY21 Consolidated Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant (CDBG) and HOME Programs.
 - a) Written communications filed with the City Clerk.
 - b) Staff comments.
 - c) Public comments.
 - d) Resolution approving and authorizing submission of the City's FFY21 Consolidated Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant (CDBG) and HOME Programs.
3. Public hearing on a proposal to enter into an Agreement for Private Development, and to consider conveyance of certain city-owned real estate to CF Storage, L.L.C.
 - a) Receive and file proof of publication of notice of hearing. (Notice published November 14, 2022)
 - b) Written communications filed with the City Clerk.
 - c) Staff comments.
 - d) Public comments.
 - e) Resolution approving and authorizing execution of an Agreement for Private Development, and approving and authorizing execution of a Quit Claim Deed conveying certain city-owned real estate to CF Storage, L.L.C.

Old Business

4. Pass Ordinance #3020, amending Chapter 16, Offenses and Miscellaneous Provisions, of the Code of Ordinances relative to use of consumer fireworks within the City limits, upon its second consideration.
5. Pass Ordinance #3021, amending Section 18-23(5), Powers and duties of the Planning and Zoning Commission, of the Code of Ordinances relative to removing 2/3 majority vote required by City Council to approve amendments to the City's comprehensive plan that are disapproved by the Planning and Zoning Commission, upon its second consideration.
6. Pass Ordinance #3022, amending Chapter 26, Zoning, of the Code of Ordinances relative to removing the 2/3 majority vote required by City Council to approve zoning amendments that are disapproved by the Planning and Zoning Commission, upon its second consideration.

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.)

7. Receive and file the City Council Standing Committee minutes of November 7, 2022 relative to the following items:
 - a) Library Interviews – Michael Graziano and Lindi Roelofse.
 - b) Audit Report.
 - c) Review of TIF and Standard Incentive Policies.
 - d) Cedar Falls Economic Development Corp. Update.
 - e) Cedar Falls High School Pool Fundraising – “Jump In”.
8. Receive and file the following resignations/vacancies relative to members of Boards and Commissions:
 - a) Jordyn Beranek, Human Rights Commission.
 - b) Andrew Stensland, Visitors & Tourism Board.
9. Receive and file the Bi-Annual Report of College Hill Partnership relative to FY23 Self-Supported Municipal Improvement District (SSMID) funds and an FY23 Economic Development Grant.
10. Approve the following applications for beer permits and liquor licenses:
 - a) Urban Pie, 200 State Street, Class C liquor & outdoor service - renewal.
 - b) Five Corners Liquor & Wine, 809 East 18th Street, Class E liquor - renewal.

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.)

11. Resolution Calendar with items being considered separately.
12. Resolution approving and adopting Summary Plan Descriptions (SPD) for the City of Cedar Falls Health Benefit Plans.
13. Resolution levying a final assessment for costs incurred by the City to mow the property located at 1720 Quail Ridge Road.
14. Resolution levying a final assessment for costs incurred by the City to mow the property located at 8702 University Avenue.
15. Resolution approving and accepting a Lien Notice and Special Promissory Note for property located at 210 West 22nd Street.
16. Resolution approving and authorizing execution of a Contract with House of Hope relative to Community Development Block Grant (CDBG) funding for service agencies.
17. Resolution approving and authorizing execution of a Contract with Northeast Iowa Food Bank relative to Community Development Block Grant (CDBG) funding for service agencies.

- [18.](#) Resolution approving and authorizing execution of a Contract with Pathways Behavioral Services relative to Community Development Block Grant (CDBG) funding for service agencies.
- [19.](#) Resolution approving and authorizing execution of Supplemental Agreement No. 2 to the Professional Service Agreement with AECOM Technical Services, Inc. for design services relative to the North Cedar Heights Area Reconstruction Project - Phase II.
- [20.](#) Resolution approving and authorizing execution of an Owner Purchase Agreement and a Compensation Estimate, and approving and accepting two Temporary Construction Easements, in conjunction with the Main Street Reconstruction Project.

Allow Bills and Claims

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

Council Updates and Announcements

Council Referrals

Adjournment

**CITY HALL
CEDAR FALLS, IOWA, NOVEMBER 7, 2022
REGULAR MEETING, CITY COUNCIL
MAYOR ROBERT M. GREEN PRESIDING**

The City Council of the City of Cedar Falls, Iowa, met in Regular Session, pursuant to law, the rules of said Council and prior notice given each member thereof, at 7:07 P.M. on the above date. Members present: Schultz, deBuhr, Kruse, Ganfield, Sires, Dunn. Absent: Harding. Veterans Commission Representative Mike Butler led the Pledge of Allegiance.

54018 - It was moved by Ganfield and seconded by Dunn that the minutes of the Regular Meeting of October 17, 2022 be approved as presented and ordered of record. Motion carried unanimously.

54019 - Mayor Green recognized Mardy Holst and presented him with a Distinguished Service Award for his service on the Planning and Zoning Commission. Mr. Holst commented.

Mayor Green then read the following proclamations:

Proclamation recognizing November 11, 2022 as Veterans Day. Veterans Commission Representative Mike Butler accepted and commented. Mr. Butler provided details on "Operation Green Light" to shine a light on veterans' needs.

Proclamation recognizing November 2022 as Native American Heritage Month and November 25, 2022 as Native American Heritage Day. Human Rights Commissioner Sonja Bock accepted and commented. Ms. Bock provided details on an event at the Cedar Falls Public Library on November 17 at 6:30 PM.

54020 - Randal Meyer, 202 North Magnolia Drive, commented on the UNI fundraising presentation from a prior Committee meeting and spoke in support of the UNI West Gym. Mr. Meyer requested that Council discuss the West Gym during Goal Setting.

Mayor Green responded to a question by Rick Sharp, 1623 Birch Street, regarding reasons the city doesn't televise Council goal setting sessions.

T.J. Frein, 1319 Austin Way, commented on prioritizing projects due to the current economy and requested no increase in overall spending.

54021 - Mayor Green announced that in accordance with the public notice of October 28, 2022, this was the time and place for a public hearing on the proposed plans, specifications and forms of contract & estimate of cost for the Main Street Reconstruction Project. It was then moved by Kruse and seconded by Schultz that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.

54022 - 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. City Engineer Wicke provided a summary of the proposed project and presented a short video. Following a question by Rick Sharp, 1623 Birch Street, the Mayor declared the hearing closed and passed to the next order of business.

- 54023 - It was moved by Dunn and seconded by Kruse that Resolution #22,943, approving and adopting the plans specifications form of contract & estimate of cost for the Main Street Reconstruction Project, be adopted. Following a response to Mr. Sharp's question by City Administrator Gaines, and questions and comments by Councilmembers Schultz, Kruse, Sires, Ganfield, Dunn, and deBuhr, and responses by City Engineer Wicke, Public Works Director Schrage, Mayor Green, and Gaines, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Ganfield, Dunn, Schultz, Kruse. Nay: Sires, deBuhr. Motion carried. The Mayor then declared Resolution #22,943 duly passed and adopted.
- 54024 - Mayor Green announced that in accordance with the public notice of October 28, 2022, this was the time and place for a public hearing on the proposed plans, specifications, form of contract & estimate of cost for the Cedar River Recreational Improvements Project. It was then moved by Kruse and seconded by Dunn that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 54025 - 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. City Engineer Wicke provided a summary of the proposed project. There being no one else present wishing to speak about the project, the Mayor declared the hearing closed and passed to the next order of business.
- 54026 - It was moved by Kruse and seconded by Ganfield that Resolution #22,944, approving and adopting the plans specifications form of contract & estimate of cost for the Cedar River Recreational Improvements Project, be adopted. Following questions and comments by Councilmembers deBuhr, Dunn and Kruse, and responses by City Engineer Wicke, Community Development Director Sheetz, City Administrator Gaines and Mayor Green, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Ganfield, Sires, Dunn, Schultz, deBuhr, Kruse. Nay: None. Motion carried. The Mayor then declared Resolution #22,944 duly passed and adopted.
- 54027 - Mayor Green announced that in accordance with the public notice of October 28, 2022, this was the time and place for a public hearing on a proposal to vacate portions of an existing sanitary sewer easement located at 3718 Apollo Lane. It was then moved by Kruse and seconded by Ganfield that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 54028 - The Mayor then asked if there were any written communications filed to the proposed proposal. Upon being advised that there were no written

communications on file, the Mayor then called for oral comments. Planning & Community Services Manager Howard provided a summary of the proposed proposal. There being no one else present wishing to speak about the proposal, the Mayor declared the hearing closed and passed to the next order of business.

- 54029 - It was moved by Ganfield and seconded by Kruse that Resolution #22,945, vacating portions of an existing sanitary sewer easement located at 3718 Apollo Lane, be adopted. Following a question by Councilmember Ganfield and response by Planning & Community Services Manager Howard, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Ganfield, Sires, Dunn, Schultz, deBuhr, Kruse. Nay: None. Motion carried. The Mayor then declared Resolution #22,945 duly passed and adopted.

- 54030 - Mayor Green announced that in accordance with the public notice of October 28, 2022, this was the time and place for a public hearing on the City's FFY21 Consolidated Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant (CDBG) and HOME Programs. It was then moved by Kruse and seconded by Ganfield that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.

- 54031 - The Mayor then asked if there were any written communications filed to the proposed report. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Planning & Community Services Manager Howard commented on the proposed report and requested that the public hearing be continued. It was then moved by deBuhr and seconded by Kruse to continue the hearing to the November 21, 2022 City Council meeting. Motion carried unanimously.

- 54032 - It was moved by Ganfield and seconded by Kruse that Ordinance #3018, amending Chapter 24, Utilities, of the Code of Ordinances relative to establishing the 27th Street Sanitary Sewer Extension District, 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: Ganfield, Sires, Dunn, Schultz, deBuhr, Kruse. Nay: None. Motion carried. The Mayor then declared Ordinance #3018 duly passed and adopted.

- 54033 - It was moved by Ganfield and seconded by Kruse that Ordinance #3019, amending Chapter 16, Offenses and Miscellaneous Provisions, of the Code of Ordinances relative to use of consumer fireworks within the City limits, be passed upon its second consideration. Following comments by Councilmember Ganfield, it was moved by Ganfield and seconded by Sires to amend the motion by removing July 3rd and allowing use on July 4th from 9 AM – 11 PM with the option to add additional days by resolution. Following comments by Councilmembers Sires, Kruse, Schultz, Dunn, deBuhr and Ganfield, the motion carried 5-1, with Dunn voting Nay. It was then moved by Dunn and seconded by deBuhr to amend the motion to include a maximum of 2 additional days of allowed use. Following questions and comments by Councilmembers Schultz,

Dunn, Kruse and Ganfield, the motion failed 3-3, with Ganfield, Sires and Kruse voting Nay. Following comments by Rick Sharp, 1623 Birch Street, the Mayor put the question on the original motion as amended and upon call of the roll, the following named Councilmembers voted. Aye: Ganfield, Sires, Schultz, deBuhr, Kruse. Nay: Dunn. Motion carried for passage of new Ordinance #3020 upon its first consideration.

54034 - It was moved by Kruse and seconded by Sires that Ordinance #3021 amending Section 18-23(5), Powers and duties of the Planning and Zoning Commission, of the Code of Ordinances relative to removing 2/3 majority vote required by City Council to approve amendments to the City's comprehensive plan that are disapproved by the Planning and Zoning Commission, upon its first consideration. Following comments by Councilmembers deBuhr, Ganfield, Sires and Kruse, and responses by Community Development Director Sheetz and City Attorney Rogers, it was moved by Ganfield and seconded by deBuhr to amend the motion to keep 2/3 majority requirement for Planning and Zoning but remove 2/3 majority requirement for Council. Motion carried 5-1, with Dunn voting Nay. The Mayor then put the question on the original motion as amended and upon call of the roll, the following named Councilmembers voted. Aye: Ganfield, Sires, Schultz, deBuhr, Kruse. Nay: Dunn. Motion carried.

54035 - It was moved by Kruse and seconded by Ganfield that Ordinance #3022 amending Chapter 26, Zoning, of the Code of Ordinances relative to removing the 2/3 majority vote required by City Council to approve zoning amendments that are disapproved by the Planning and Zoning Commission, upon its first consideration. Following questions and comments by Councilmembers Ganfield, Kruse, Dunn and Sires, and responses by City Attorney Rogers, Community Development Director Sheetz and Mayor Green, the Mayor then put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Ganfield, Sires, Schultz, deBuhr, Kruse. Nay: Dunn. Motion carried.

The Mayor announced a short recess from 9:06 PM to 9:15 PM

54036 - It was moved by Kruse and seconded by Ganfield that the following items on the Consent Calendar be received, filed and approved:

Receive and file the City Council Standing Committee minutes of October 17, 2022 relative to the following items:

- a) Human Rights Commission Annual Report.
- b) Council Meeting Procedures - Order of Agenda (Rule 3.1) and Miscellaneous Administrative Corrections.
- c) UNI Dome Fundraising.

Receive and file the resignation of Katelyn Browne as a member of the Library Board of Trustees.

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

- a) Michael Graziano, Library Board of Trustees, term ending 06/30/2028.

b) Lindi Roelofse, Library Board of Trustees, term ending 06/30/2028.

Receive and file Departmental Monthly Reports of September 2022.

Receive and file the FY2022 Street Financial Report (SFR) for the City.

Receive and file the FY2022 Annual Comprehensive Financial Report.

Receive and file the Bi-Annual Report of Community Main Street relative to FY23 Self-Supported Municipal Improvement District (SSMID) funds and an FY23 Economic Development Grant.

Approve the following applications for beer permits and liquor licenses:

- a) Alist Nails, 6015 University Avenue, Special Class C liquor – renewal.
- b) Peppers Grill & Sports Pub, 620 East 18th Street, Class C liquor - renewal.
- c) The Brown Bottle, 1111 Center Street, Class C liquor & outdoor service - renewal.

Motion carried unanimously.

54037 - It was moved by Kruse and seconded by Dunn that the following resolutions be introduced and adopted:

Resolution #22,946, approving and adopting revised City Council Meeting Procedures.

Resolution #22,947, authorizing certification of eligible expenses for reimbursement from the College Hill, Downtown, Pinnacle Prairie, South Cedar Falls, and Unified Tax Increment Financing Revenues.

Resolution #22,948, approving and authorizing an inter-fund loan from the Tax Increment Financing (TIF) Bond Fund to the Tax Increment Financing (TIF) Fund relative to funding for the parking lot overlay project costs in the College Hill Urban Renewal Area.

Resolution #22,949, approving and authorizing an inter-fund loan from the Stormwater Fund to the Tax Increment Financing (TIF) Fund relative to funding for the Olive Street Box Culvert project costs in the College Hill Urban Renewal Area.

Resolution #22,950, approving and authorizing an inter-fund loan from the Tax Increment Financing (TIF) Bond Fund to the Tax Increment Financing (TIF) Fund relative to funding for the Prairie Parkway & Viking Road intersection improvements and Pinnacle Prairie round-a-bout intersection improvements in the Pinnacle Prairie Urban Renewal Area.

Resolution #22,951, approving and authorizing an inter-fund loan from the Tax Increment Financing (TIF) Bond Fund to the Tax Increment Financing (TIF) Fund relative to funding for the Cyber Lane and Hudson Road & Ridgeway Avenue intersection improvements in the South Cedar Falls Urban Renewal Area.

Resolution #22,952, approving and authorizing an inter-fund loan from the

Economic Development Fund to the Tax Increment Financing (TIF) Fund relative to funding for the purchase of land and related expenses in the South Cedar Falls Urban Renewal Area.

Resolution #22,953, approving and authorizing an inter-fund loan from the Tax Increment Financing (TIF) Bond Fund to the Tax Increment Financing (TIF) Fund relative to funding for legal fees, construction costs, design costs, brick costs, utility costs, reimbursement payments, landscaping costs, easement costs and other project costs related to the Downtown Streetscape Project in the Downtown Urban Renewal Area.

Resolution #22,954, approving and authorizing an inter-fund loan from the Tax Increment Financing (TIF) Bond Fund to the Tax Increment Financing (TIF) Fund relative to funding for the West Viking Road, Industrial Park Street Expansion, and other administrative and legal fees in the Unified Urban Renewal Area.

Resolution #22,955, approving and authorizing an inter-fund loan from the Economic Development Fund to the Tax Increment Financing (TIF) Fund relative to funding for the purchase of land and related expenses in the Unified Urban Renewal Area.

Resolution #22,956, approving and authorizing submission of the City's FY2022 Annual Urban Renewal Report.

Resolution #22,957, levying a final assessment for costs incurred by the City to mow the property located at 1014 West 9th Street.

Resolution #22,958, levying a final assessment for costs incurred by the City to mow the property located at 1210 West 19th Street.

Resolution #22,959, levying a final assessment for costs incurred by the City to mow the property located at 3120 Homeway Drive.

Resolution #22,960, levying a final assessment for costs incurred by the City to mow the property located at 8702 University Avenue.

Resolution #22,961, approving and authorizing execution of a 28E Agreement for Tobacco, Alternative Nicotine and Vapor Product Enforcement with the Iowa Alcoholic Beverages Division.

Resolution #22,962, approving and authorizing execution of an Offer to Buy Real Estate and Acceptance for 2.5 acres of real estate located at 2617 South Union Road relative to expansion of the West Viking Road Industrial Park.

Resolution #22,963, approving a College Hill Neighborhood (CHN) Overlay Zoning District site plan for facade improvements at 817 West 23rd Street.

Resolution #22,964, approving a College Hill Neighborhood (CHN) Overlay Zoning District site plan for construction of a detached garage at 924 West 19th Street.

Resolution #22,965, approving and authorizing execution of an Agreement for

Asbestos Abatement with Advanced Environmental Inc., in conjunction with the Northern Cedar Falls Flood Buyout Program.

Resolution #22,966, approving and authorizing a First Amendment to the Subrecipient Agreement for Federally Funded Project with the Northeast Iowa Food Bank for Community Development Block Grant (CDBG-CV2) funding relative to the CARES Act.

Resolution #22,967, approving and authorizing execution of a Repair Contract with Daniels Home Improvement & Construction Co. relative to a Community Development Block Grant (CDBG) Rental Rehabilitation Project at 1009 West 3rd Street.

Resolution #22,968, approving the final plat of Terraces at West Glen Second Addition.

Resolution #22,969, approving and accepting completion of public improvements in Terraces at West Glen Second Addition.

Resolution #22,970, approving the Certificate of Completion and accepting the work of Benton's Sand and Gravel Inc. for the 2021 Permeable Alley Project.

Resolution #22,971, approving and authorizing execution of Supplemental Agreement No. 2 to the Professional Service Agreement with AECOM Technical Services, Inc. relative to the Olive Street Box Culvert Replacement Project.

Resolution #22,972, approving expenditure of funds for the purchase of a utility/cargo van for the Public Works Department.

Resolution #22,973, setting November 21, 2022 as the date of public hearing to consider entering into an Agreement for Private Development and to consider conveyance of certain city-owned real estate to CF Storage, L.L.C.

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: Ganfield, Sires, Dunn, Schultz, deBuhr, Kruse. Nay: None. Motion carried. The Mayor then declared Resolutions #22,946 through #22,973 duly passed and adopted.

54038- It was moved by Kruse and seconded by Ganfield that Resolution #22,974, approving the recommendation and appointment of Police Chief, be adopted. Following supportive comments by Councilmembers Schultz and Ganfield, Paul Rider, 3422 Clearview Drive, and Mayor Green, and response by Acting Police Chief Mark Howard, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Ganfield, Sires, Dunn, Schultz, deBuhr, Kruse. Nay: None. Motion Carried. The Mayor then declared Resolution #22,974 duly passed and adopted.

54039 - It was moved by Ganfield and seconded by deBuhr that the bills and claims of November 7, 2022 be allowed as presented, and that the Controller/City Treasurer be authorized to issue City checks in the proper amounts and on the

proper funds in payment of the same. Upon call of the roll, the following named Councilmembers voted. Aye: Ganfield, Sires, Dunn, Schultz, deBuhr, Kruse. Nay: None. Motion carried.

54040 - It was moved by Kruse and seconded by Schultz to refer to the Public Works Committee a cost/benefit analysis of a mini 3-leg roundabout at 6th and Main Streets. Following questions and comments by Mayor Green, Councilmembers Kruse, Dunn, Schultz and deBuhr, and responses by City Administrator Gaines, City Engineer Wicke, Foth Infrastructure & Environment, LLC Senior Client Manager Aaron Moniza, PE, and Public Works Director Schrage, the motion failed 3-3, with deBuhr, Sires and Dunn voting Nay.

54041 - It was moved by Ganfield and seconded by Kruse to adjourn to Executive Session to discuss Information contained in records in the custody of a governmental body that are confidential records pursuant to Iowa Code Section 22.7(50). Upon call of the roll, the following named Councilmembers voted. Aye: Ganfield, Sires, Dunn, Schultz, deBuhr, Kruse. Nay: None. Motion carried.

The City Council adjourned to Executive Session at 9:40 P.M.

Mayor Green reconvened the Council meeting at 10:04 P.M.

54042 - It was moved by Kruse and seconded by Sires that the meeting be adjourned at 10:05 P.M. Motion carried unanimously.

Jacqueline Danielsen, MMC, City Clerk



DEPARTMENT OF COMMUNITY DEVELOPMENT

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MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor Robert Green and City Council

FROM: Michelle Pezley, Planner III

DATE: November 21, 2022

SUBJECT: Review the FFY21 Community Development Block Grant and HOME Programs Consolidated Annual Performance and Evaluation Report (CAPER)

As a requirement from HUD, the Community Development Department submits for review and approval of the FFY21 Community Development Block Grant and HOME Program Consolidated Annual Performance and Evaluation Report (CAPER). The attached report contains the progress made on Community Development Block Grant funded activities from July 1, 2021 through June 30, 2022 (Federal Fiscal Year 2021).

Notice was published in both English and Spanish in the Waterloo-Cedar Falls Courier on October 28, 2022, inviting public comment.

To meet the 15-day public comment period City Council opened the public hearing at the meeting on November 7, 2022 and continued the hearing to November 21, 2022.

The Housing Commission reviewed the CAPER at their October 19, 2022 meeting and recommended approval, subject to the required 15-day public comment period and City Council public hearing.

If you have any questions, please contact the Community Development Department.

Xc: Stephanie Houk Sheetz, AICP, Community Development Director
 Karen Howard, AICP, Planning & Community Services Manager



PRELIMINARY DRAFT FOR REVIEW (October 20, 2022)

**City of Cedar Falls, Iowa
CDBG Entitlement/HOME Programs
Federal Fiscal Year 2021/City Fiscal Year 2022
Consolidated Annual Performance and Evaluation Report (CAPER)**

**COMMENT PERIOD PUBLICATION (15-day public comment period, per Citizen Participation Plan):
October 28, 2022, through November 21, 2022 (Published in English and Spanish)
Publication: Waterloo-Cedar Falls Courier; October 28, 2022**

**HOUSING COMMISSION (PUBLIC) MEETING ON:
October 19, 2022: Recommendation to Council for approval**

**ADOPTED BY CITY COUNCIL ON:
November 21, 2022 (After a properly noticed public hearing was set on October 17, 2022
Public Hearing Publication: Waterloo-Cedar Falls Courier; October 28, 2022
(Published in English and Spanish)**

Citizen Participation

Citizen Participation Plan 91.105(d); 91.115(d)

Comment Period: October 28, 2022, through November 21, 2022 (Affidavit of Publication). Notices published in English and Spanish, both of which include reasonable accommodation language as well.

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

In addition to a formal 15-day comment period on performance reports and a City Council Public Hearing, the Cedar Falls Housing Commission reviews CDBG projects at its monthly meetings and recommends their approval or revision to staff. Status reports pertaining to all major projects are given to the Housing Commission on a monthly basis. The Housing Commission and City Council also review the Annual Action Plan, Consolidated Plan, and CAPER each year. Notice of all meetings are posted publicly at City Hall, placed on the city's website, and notices are provided to local media in accordance with the Iowa Open Meetings Law and City's Citizen Participation Plan. Additionally, program-related reports are made available for examination, published for public comment if necessary, and posted on the city's website. The City maintains a list of contacts that provide translation services to persons with limited English proficiency.

Summary of Comments

There were no public comments made during the advertised citizen participation period.

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a) This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

As in prior years, the City of Cedar Falls was able to provide assistance and services to low-income residents in accordance with the Annual Action Plan through designated projects, all of which were consistent with the City's Consolidated Plan. These projects and services include housing rehabilitation, repair, infrastructure, and public services, between release of funds and the end of the fiscal year (June 30th, 2022) covered by this CAPER. In addition, funding was provided to five service agencies that were contracted to provide assistance to low-and-moderate income households on behalf of the City. Services included homelessness sheltering, access to food, rent and mortgage assistance, personal finance counseling, and substance abuse treatment. Consistent with the Consolidated Plan, the City obtained permission to expend FFY 2021 funds on a sanitary sewer lining program and sidewalk infill project in low-and-moderate income census tracts. Per CDBG requirements, Tier 1 and 2 Environmental Reviews (ERR) and Releases of Funds were completed prior to commencement of the projects. Procurement was conducted according to federal standards and related federal requirements were adhered to, specifically, Davis-Bacon, Section 3, and DBE standards. Finally, the City continues to contract with the Iowa Northland Regional Council of Governments, specifically for providing assistance

with implementing the Entitlement Program, as well as for maintaining the Cedar Falls elements of its Consolidated Plan (FFY 2019-2023) and Annual Action Plans.

Overall, these programs were designated to improve the housing stock, prevent homelessness and improve areas that meet CDBG national objectives in the community. By focusing on the Strategic Plan priorities outlined in the 2019-2023 Cedar Falls Consolidated Plan, the City attempted to make decent housing available by preserving the affordable housing stock, providing a suitable living environment, and expanding service opportunities. In the end, the City of Cedar Falls strives to make progress and complete all activities, utilize funding in an efficient manner, and serve those with the greatest need under their CDBG Entitlement Program.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Federal Fiscal Year 2021 Entitlement Annual Program										
Goal	Category	Source: Amount Con Plan	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
CDBG Planning and Administration	Non-Housing Community Development	CDBG: \$54,160.00	Other	Other	0	0	20.00%	0	0	0.00%
Demolition and Clearance	Non-Housing Community Development	CDBG: \$0.00	Buildings Demolished	Buildings	2	0	0.00%	0	0	0.00%
Maintain Existing Affordable Housing: Owner Occupied Rehab	Affordable Housing	CDBG: \$36,785.00	Homeowner Housing Units Rehabilitated	Household Housing Unit	13	13	100.00%	1	1	100.00%

Maintain Existing Affordable Housing: Renter Occupied Rehab	Affordable Housing	CDBG: \$25,000.00	Rental Units Rehabilitated	Household Housing Unit	8	0	0.00%	2	0	0.00%
Neighborhood Accessibility Improvements	Non-Housing Community Development Sidewalk Infill	CDBG: \$58,602.00	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	35	35	100.00%	30	30	100.00%
Neighborhood Infrastructure Improvements	Non-Housing Community Development Sewer Lining	CDBG: \$250,000.00	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	220	200	90.00%	40	40	100.00%
Neighborhood Recreational Amenities	Non-Housing Community Development	CDBG: \$0.00	Other	Persons Assisted	1,000	0	0.00%	0	0	0.00%
Preserve Existing Affordable Housing through Code Enforcement	Affordable Housing	CDBG: \$0.00	Housing Code Enforcement/Foreclosed Property Care	Persons Assisted	300	0	0.00%	0	0	0.00%

Prevent Homelessness Through Agency and Organizational	Affordable Housing NE IA Food Bank	CDBG: \$9,500.00	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	19,525	16,934	86.73%	4,020	3,787	94.20%
Prevent Homelessness Through Agency and Organizational	Affordable Housing Salvation Army	CDBG: \$9,500.00	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	200	75	37.50%	40	38	75.00%
Prevent Homelessness Through Agency and Organizational	Affordable Housing Pathways Behavioral	CDBG: \$9,500.00	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	100	47	47.00%	20	14	70.00%
Prevent Homelessness Through Agency and Organizational	Affordable Housing Family Management Financial Solutions	CDBG: \$2,620.00	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	10	0	0.00%	10	0	0.00%
Prevent Homelessness Through Agency and Organizational	Affordable Housing Exceptional Persons Incorporated	CDBG: \$9,500.00	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	50	15	30.00%	10	1	10.00%
Provide Access to Transportation	Non-Housing Community Development	CDBG: \$0.00	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	415	0	0.00%	0	0	0.00%

Coronavirus Aid, Relief, and Economic Security (CARES)/COVID CV-2 Funding State of Iowa (IEDA) Allocation										
Prevent Homelessness Through Agency and Organizational	Affordable Housing Exceptional Persons Inc.	CDBG: \$10,000.00	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	10	12	120.00%	10	12	120.00%
Prevent Homelessness Through Agency and Organizational	Affordable Housing Jesse Cosby Center	CDBG: \$10,000.00	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	10	0	0.00%	10	0	0.00%
Prevent Homelessness Through Agency and Organizational	Affordable Housing EMBARC	CDBG: \$40,000.00	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	14	0	0.00%	14	0	0.00%
Prevent Homelessness Through Agency and Organizational	Affordable Housing East Side Ministerial Alliance	CDBG: \$15,000.00	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	5	0	0.00%	5	0	0.00%
Prevent Homelessness Through Agency and Organizational	Affordable Housing NE IA Food Bank	CDBG: \$40,000.00	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	16,080	3,270	20.33%	16,080	3,270	20.33%

Prevent Homelessness Through Agency and Organizational	Affordable Housing City of Cedar Falls- Equipment	CDBG: \$75,430.00	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	0	0.00%	0	0	0.00%
Prevent Homelessness Through Agency and Organizational	Affordable Housing Cedar Falls Community Schools- Equipment	CDBG: \$82,984.14	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	0	0.00%	0	0	0.00%
Prevent Homelessness Through Agency and Organizational	Affordable Housing Valley Lutheran Schools- Equipment	CDBG: \$16,187.75	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	0	0.00%	0	0	0.00%
Prevent Homelessness Through Agency and Organizational	Affordable Housing St. Patrick's School- Equipment	CDBG: \$11,980.11	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	0	0.00%	0	0	0.00%
Coronavirus Aid, Relief, and Economic Security (CARES)/COVID CV-3 Funding HUD Formula Allocation										
Prevent Homelessness Through Agency and Organizational	Affordable Housing Operation Threshold	CDBG: \$135,000.00	Public service activities other than Low/Moderate Income Housing Benefit	Households Assisted	30	32	106.00%	30	32	106.00%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

1. Provide decent affordable and sustainable housing by preserving the housing stock.

The City of Cedar Falls utilizes several activities to support this priority. These activities include Owner and Renter Occupied Housing Rehabilitation and Repair Programs and administration, as well as support of the nonprofit agency services. As noted above, the City completed one rehabilitation/repair project under the FFY 2021 regular or annual entitlement.

2. Provide suitable safe living environment integrating low-mod residents.

During this past year, the City of Cedar Falls managed to provide funding for owner occupied and renter occupied housing rehabilitation and for supporting community service agencies residents. It should be noted that no renter rehab projects were completed this year, and that three of five service agencies expended their CDBG budgets, regarding the Entitlement Funding awards. Said services were intended to prevent homelessness (Salvation Army), food assistance (Northeast Iowa Food Bank), and substance abuse (Pathways Behavioral) in the community. Conversely two agencies did not, which is due primarily to the impact of the pandemic and their staff capacity to provide their services.

3. Expand economic opportunities through self-supporting wages, home ownership, and empowering low-mod income persons to achieve self-sufficiency.

The City of Cedar Falls funded five service agencies aimed at meeting the objective of providing and maintaining support services that help City residents remain independent, while expanding economic opportunities and empowering low-and-moderate income households and individuals. All funded agencies are Limited Clientele or low-to-moderate income providers. These agencies provided an array of services, including drug and alcohol dependency treatment, food distribution, rent and mortgage assistance, and emergency shelter to the homeless among many other services. Each of the selected service agencies were expected to serve a particular number of Cedar Falls residents with their allocated CDBG funds. During this past year, none of five agencies achieved their expected service goals regarding the number of Cedar Falls residents or households served. Again, these agencies also continued to be affected by the Coronavirus (COVID-19) pandemic, staffing only limited offerings because of capacity problems (worker shortages), limiting client contact, and/or continuing to only provide select services.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

CDBG	Households	Persons
White	1,488	2,976
Black or African American	170	426
Asian	37	107
American Indian or American Native	1	6
Native Hawaiian or Other Pacific Islander	8	2
Multi-Racial	127	323
Total	1,831	3,840

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

Fiscal Year 2021 was somewhat affected by the Coronavirus (COVID-19) pandemic, when compared to FFY 2020. Interaction with clients and service recipients was curtailed, staff interaction was limited, and meetings were continuing to be held electronically.

Of the households that received assistance and services in FFY 2021, 1,488, or 81 percent, were White and 170, or 9 percent, were Black or African American. Households with Asian descent represented 37, or roughly two percent. It should be noted that these statistics do **not** include persons and households that were served with Coronavirus Aid, Relief, and Economic Security (CARES) formula funds provided to the City by the US Department of Housing and Urban Development (CV-1 and CV-3) or those provided by the State of Iowa Economic Development Authority (CV-2). Cedar Falls does not have racially/ethnically concentrated areas.

CR-15 - Resources and Investments 91.520(a)**Identify the resources made available**

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG-Entitlement	Public-Federal	\$645,109.00	\$512,856.48
CDBG-CARES (CV2-3)	Public-Federal	\$499,383.00	\$241,556.32
Total		\$1,144,492.00	\$754,412.80
HOME	Public-Federal	\$0	\$0
HOPWA	Public-Federal	\$0	\$0
ESG	Public-Federal	\$0	\$0
Other	Other	\$0	\$0

Table 3 - Resources Made Available**Narrative**

The two primary federal funding resources used by the City of Cedar Falls under this program are the Community Development Block Grant (CDBG) and the HOME Investment Partnership (HOME) Programs, through a consortium with the City of Waterloo. The primary objective of the CDBG Program is to provide decent housing, and a suitable living environment and economic opportunities for low-and-moderate income households. The HOME funds are primarily used for the development and rehabilitation of affordable ownership housing for low-and-moderate income households. During Program Year 2021, the City of Cedar Falls had approximately \$645,109 in CDBG funds and \$499,383 in CDBG CARES funds available for rehabilitation and repair, infrastructure, as well as agency projects. Of this total, \$754,412 was spent serving the residents of the City.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
City of Cedar Falls	100%	100.00%	See Text Above
LMI Area Benefit	66%	57.22%	See Text Below

Table 4 – Identify the geographic distribution and location of investments**Narrative**

Target Area: Cedar Falls (Serving Cedar Falls residents)

Planned Percentage of Allocation: 100%

Actual Percentage of Allocation: 100%

Low Moderate Income Area Benefit: $\$431,677/\$754,412=52.77\%$ (lining and sidewalk projects)

The CDBG funds were used in the City of Cedar Falls as planned and designated. In addition to agency awards and infrastructure, the City expended funds for owner occupied and renter occupied housing rehabilitation and repair programs. Currently, the City continues to manage client lists for the owner occupied funds and is working to implement projects throughout the community.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The City of Cedar Falls encourages applicants and sub-recipients to obtain other public and private resources that address needs identified in the Consolidated Plan. In program year 2021, the City expended \$754,412 in total CDBG funds under the FFY 2021 regular or annual entitlement program, along with funding from supplemental CDBG CARES awards. All of these rehab/repair programs served low-to-moderate income households, as do the agency services that were funded.

After reviewing reports provided by these agencies for only the Entitlement Program only, it has been determined that one has incurred expenses exceeding their awards in order to offer the services proposed for Cedar Falls residents. In comparison to prior years, this number of over-contributing/matching agencies is less due primarily to the availability of CDBG CARES funding.

FFY 2021 Entitlement Funding Only	Agency Award	Total Expended	Leveraged/Match /Difference
Cedar Valley Food Bank/Pantry	\$9,500	\$9,500.00	\$0.00
Pathways Behavioral	\$9,500	\$9,500.00	\$9,130.91
Salvation Army	\$9,500	\$9,500.00	\$0.00
Exceptional Persons, Incorporated	\$9,500	\$72.83	\$0.00
Family Management Financial Services	\$2,620	\$0.00	\$0.00
Total	\$40,620	\$28,572.83	\$9,130.91

One footnote, the Family Management Financial Services did not conduct training for the City under this agreement, and EPI only served part of one household during FFY 2021.

Publicly owned land or property was not used to address community needs during this past year.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	40	32
Number of Non-Homeless households to be provided affordable housing units	0	0
Number of Special-Needs households to be provided affordable housing units	0	0
Total	40	32

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	1	1
Number of households supported through Acquisition of Existing Units	0	0
Total	1	1

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

In terms of addressing homelessness, or reducing the threat of homelessness, the City of Cedar Falls funded five agencies, as stated previously. However, none of the agencies provided services statistically beyond the goals set by the City during FFY 2021. Financially, at least one agency provided services beyond their CDBG budgets. Again, this is due in part to staffing capacity shortages within the agencies themselves, the limiting of client contact, and other challenges related to the COVID-19 pandemic. The homeless households that are documented in the table were Salvation Army clients assisted under the City’s Entitlement Program.

With regard to household services, the City focused on Housing Rehabilitation and Repair Programs supported by Entitlement funding. During the past year, the City ended up meeting its goal for assisting homeowners under this program.

Discuss how these outcomes will impact future annual action plans.

At this point, the City is striving to continue providing access to services under their CDBG and HOME programs following the Coronavirus (COVID-19) pandemic. While having to slow programs caused some frustration, everyone involved did their best to allocate annual Entitlement CDBG, HOME, and complete allocating the additional CARES Act funds, manage projects, and address unmet needs.

As indicated in prior years, one of the ongoing barriers to affordable housing for low-income residents in Cedar Falls continues to be the price of housing. Simply stated, Cedar Falls property has a higher value than surrounding cities, and as a result, low-income residents are less able to find affordable housing within the community. During upcoming annual action plans, we will continue to work to utilize other funding sources, such as HOME, as well as work with agencies, including Habitat for Humanity to assist in their efforts to supply affordable homes to low-income Cedar Falls residents through the use of existing fund sources. Incidentally, the City made a concerted effort to utilize HOME funding this past year, but the program requirements made it very difficult to do so in Cedar Falls.

Further, the City has identified several barriers to affordable housing in its updated Consolidated Plan and Analysis of Fair Housing Impediments, both of which were adopted in 2019.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Persons Served	CDBG Actual	HOME Actual
Extremely Low Income (30% or less AMI)	1,749	0
Low Income (31-50% AMI)	1,144	0
Moderate Income (51-80% AMI)	947	0
Total	3,840	0
Above Income Persons Served	0	0
Homeless Persons Served (Salvation Army)	38	0

AMI-Area Median Income

As the Number of Persons table shows, all the Cedar Falls residents that were benefitted by the program during FFY 2021 were classified as low-and-moderate income. Specifically, 46 percent (1,749 persons) were considered extremely low income, 30 percent (1,144 persons) were considered low income, and 24 percent (947 persons) were of moderate income. Further, the vast majority of the persons that were positively affected by the program were in the Agency Awards sub-program.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low Income (30% or less AMI)	840	0
Low Income (31-50% AMI)	542	0
Moderate Income (51-80% AMI)	449	0
Total	1,831	0
Above Income Persons Served	0	0
Homeless Households Served (Salvation Army)	32	0

AMI-Area Median Income

Table 7 – Number of Households Served

Analyzing the number of households served, 840 were considered extremely low income, 542 were considered low income, and 449 were moderate income. Again, the vast majority of the households that were positively affected by the program were those with extremely low incomes being helped through the City’s Agency Awards sub-program.

Narrative Information

In addition to funding and monitoring service agencies (All persons served by the agencies are considered Limited Income Clientele and thus presumed to be classified as Low-and-Moderate Income Households), the City completed one owner occupied rehabilitation/repair project under the FFY 2021 regular or annual entitlement program. In addition, during the past year, the City of Cedar Falls worked on a sidewalk infill projects and a sanitary sewer lining project, within LMI census tracts. As previously stated, the City and INRCOG are working to expend the current year’s funding, along with unspent prior years’ funding, over the course of the next few fiscal years.

Fostering Affordable Housing (91.520(a))

Since completion of its 2019-2023 Consolidated Plan public participation process, generally, affordable housing is still a concern for residents and agencies, as the cost of housing is a challenge for low-and-moderate income households. To that end, the City intends to maintain the relationships and working partnerships with the various agencies in an attempt to serve its residents as well as keep the agencies informed.

The City continued supporting rehabilitation and repairs of existing owner occupied housing stock using the CDBG and HOME programs, and it introduced a renter occupied rehabilitation/repair program in the community. To that end, lead-based paint will continue to be addressed in assisted low-and-moderate income housing in the community, as part of inspection and abatement efforts under these two programs. As for any structural or organizational issues, the City is committed to addressing and resolving any impediments associated with either funding program, including those that may arise with public partnering entities.

Worst Case Needs

In addressing the “worst case” needs, the City of Cedar Falls attempts to assist those persons in several ways. First, the CDBG program is used to rehabilitate and repair single-family owner-occupied and renter-occupied units in the community, as well as provide awards to agencies for assisting qualifying households (i.e. homeless, involuntarily displaced, and those that are in danger of becoming homeless), or tries to use CDBG funding to offset infrastructure costs that may be assessed to property owners.

Second, the City manages a Housing Choice Vouchers (Section 8) Program that offers rent assistance to low-income households to ensure they do not have to pay more than 30 percent of their income on rent in situations where rent far exceeds their ability to pay.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Needs of the homeless are identified through staff participation in the Black Hawk County Local Homeless Coordinating Board. This advocacy group shares information regarding homeless needs and services. The Board serves as a large partnership for service providers, policy makers, and administrators for addressing housing and homeless services in the area. In addition, the agencies that the city chooses to fund with CDBG dollars provide services directly to persons that may be homeless or in danger of being homeless, on behalf of the City. Finally, the City of Cedar Falls is open to developing new partnerships and strategies designed to address homelessness.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City of Cedar Falls used CDBG funds to address homelessness through funding to the Salvation Army Woman's Shelter, as well as four other agencies that indirectly prevent homelessness. The Shelter used the funds provided during this past year to finance minor improvements to the shelter itself. The shelter also provides services to assist the women in finding employment and permanent housing. During the program year the Salvation Army Woman's Shelter assisted 30 persons from the Cedar Falls.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

As was accomplished this year, the City intends to continue coordinating with agencies that can help the community prevent homelessness, specifically for persons being discharged from public institutions, health care facilities, corrections programs, mental health facilities, foster care, or youth programs.

To that end, as well as to address other systems of care, the City of Cedar Falls provided awards to five agencies that offer these services to residents. The City also made awards to an agency under their CARES supplemental allocations (CV-2 and CV-3) specifically for preventing or addressing rent evictions and mortgage foreclosures. In addition, through funding provided by the State of Iowa (Iowa Economic Development Authority), five agencies, three schools, and the City of Cedar Falls all received funding for mitigating the effects of the Coronavirus pandemic, primarily through equipment and safety improvement purchases. Furthermore, these paid services assist those households that may spend 50 percent or more of their budget on housing expenses, which may threaten the housing status or the immediate and/or basic needs of the assisted household.

Services provided through the annual or entitlement funding included food, substance abuse treatment, homeless shelter facility assistance, rent assistance and personal financial counseling. Conversely, the funding provided either through formula CARES/CV programs or through the state's CARES/CV programs include rent and mortgage assistance, interpretation and language barrier assistance, and food provision.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

As previously stated, the City funded the Salvation Army Women's Shelter, which offers shelter for persons in need, most notably those persons that may be homeless. Specifically, CDBG funds are used for Salvation Army shelter facility upkeep, which also provides case management and supportive services to assist homeless persons make the transition to permanent, stable housing.

CR-30 - Public Housing 91.220(h); 91.320(j)**Actions taken to address the needs of public housing**

The City of Cedar Falls does not have a public housing program, nor does it operate or manage public housing property. The Low Rent Housing Agency of Cedar Falls, administered by the City of Cedar Falls Community Development Department, manages the Housing Choice Vouchers (Section 8) Program. The City reviews, with HUD, the number of vouchers and the amount of subsidy provided on a quarterly basis to ensure the federal funds are fully utilized to serve as many clients as possible with the funding provided. While the maximum number of vouchers the City is allowed to issue is based on the available funding from HUD. With the current funding level and the amount of subsidy needed to ensure that clients are not paying more than 30 percent of their income toward rent, the current lease-up goal is 220 vouchers. This number fluctuates based upon the households being served and level of income. Currently, 191 vouchers are being utilized. The City strives to maximize the number of households served with the available funding, so it maintains a waiting list and issues new vouchers whenever possible. The Low-Rent Housing Agency of Cedar Falls has been rated as a high performer, according to Section 8 Management Association Program (SEMAP).

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

This is not applicable, as the City does not have a public housing program or manage public housing properties.

Actions taken to provide assistance to troubled PHAs

This is not applicable, as the City does not have a public housing program or manage public housing properties.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

Currently, the need for quality, affordable housing continues to outpace the existence of such units in Cedar Falls. Between demand on the units by full-time residents, and that which comes with being a university community and its student housing needs, the City has unmet need for affordable housing.

With that said, there are several different kinds of barriers to the development or creation of affordable housing in Cedar Falls, some of which are outside of the City's ability to control. First, the housing market, for low-income residents in Cedar Falls, is expensive, with home valuation and rent costs being relatively high. Second, construction costs for both single-family and multiple-family developments, in both materials and infrastructure cost, have risen sharply since the beginning of the COVID Pandemic. Third, market demand has driven the price of land upward in the community as available land and lots diminishes.

By being willing to look at these areas of concern, the City of Cedar Falls is taking action to address potential negative effects of public policy on affordable housing by making it an important discussion element during both public input processes and while drafting and developing the various policies, plans, and ordinances. Also, the City may wish to explore public-private-nonprofit partnerships in the development of affordable housing. Nonprofit developers can build mixed income housing and attract additional resources/financing that private developers cannot, when it comes to creating new affordable housing. Nevertheless, the City does recognize the effect that their housing market is having on the price of housing, which may affect whether or not people can afford to live in the community.

Regarding taxes, property tax assessment is based upon valuation, as determined by the Black Hawk County Assessor and certified by the County Auditor. In the case of the City portion of the total property tax, the City Council considers adjustment as part of their annual budgeting process, which is scheduled to be concluded in March every year. Said levy rates are set by classification (property use), and the percentage of which that is collected by the City is determined by the State of Iowa. In reviewing the City of Cedar Falls' tax rates, which are measured per \$1,000 of taxable value, over the course of the past ten fiscal years, the City has maintained a very consistent, stable property tax rate. The highest rate during this time-period, which was certified in City Fiscal Year 2012, was \$12.86/\$1,000 in taxable valuation, and the lowest rate, \$10.95/\$1,000, was certified in CFY 2020.

The City recognizes the higher cost of housing in their community, which may be attributed to market demand, land value, and development costs (primarily infrastructure, labor and material costs). As a result, the City's participation in the Community Development Block Grant (CDBG) Entitlement Program becomes that much more important. The CDBG Entitlement has offered not only physical housing assistance in the way of rehabilitation and repair programs, the City offers assistance to residents for homelessness prevention services, thus preventing served persons from having to weigh paying for housing-related expenses versus the other services they may need. Further, the City has chosen to expend part of its CDBG allocation to provide upgraded or updated infrastructure in low-and-moderate income census tracts.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The City of Cedar Falls is proactive in attending meetings and networking with service agencies to identify needs in the community. They also monitor each of the agencies they fund with CDBG funding to ensure the funds are addressing community needs. The City staff has relayed the addresses of properties that have code violations to the program, so the housing staff may offer services to the homeowner, if applicable.

Information regarding the CDBG program and Rehabilitation assistance has also been marketed in a newspaper articles (Waterloo-Cedar Falls Courier) and City's newsletter, "Currents". The local newsletter is distributed to Cedar Falls residents and to agencies that serve Cedar Falls residents. The City is also using its website to advertise basic program information, application, and the administrative plan associated with the rehabilitation projects. Finally, the City is utilizing its website to showcase its long-range and short-range plans for the CDBG and HOME programs within the community.

Together, the outreach the community has conducted is helping the City develop strategies for addressing obstacles, barrier, and unmet needs for persons in the community. The City in their Consolidated Plan is attempting to implement several new strategies that are intended to help persons overcome service, care, and housing barriers.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The Iowa Northland Regional Council of Governments (INRCOG) directly, or through its procured subcontractor, provides lead risk assessment and completes lead- based paint clearance testing on the housing rehabilitation projects in Cedar Falls. If abatement work is completed, the entire property/project is also cleaned. At least one hour after the final cleaning a certified inspector does a visual examination to ensure there are no paint chips, dust, debris, or bare soil. The inspector then takes a dust sample from the window troughs, windowsills, and floors. The sampling is then tested in accordance with the HUD guidelines. In addition, per unit rehab budgets also include funds for relocation of families whose homes may be impacted by lead, as well as for addressing lead hazards such that units can be considered safe.

The City will continue to include lead-based hazard prevention measures in its program, including identification, testing, relocation, and remediation actions. Applicants, as a means of education, are also provided the lead paint brochure "Protect Your Family from Lead Paint in Your Home". This brochure explains the dangers of lead in the home.

Households receiving assistance through the Housing Choice Voucher program are also advised of lead hazards, and occupied units built prior to 1978 are assessed for lead hazards.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

As indicated in the current and updated Consolidated and Annual Action Plans, the City of Cedar Falls has worked to eliminate poverty through making housing more affordable, preserving the condition and availability of existing housing stock, and helping citizens build human, social, financial, physical, and natural assets. This work is completed with the idea that it will address several of the social and economic causes of poverty. Also, the work the contracted services agencies performs on behalf of the City helps increase educational and awareness opportunities for community residents, many of whom

are at or below poverty levels.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

As indicated in the Consolidated Plan, the close working relationship between the Cedar Falls City Council, Housing Commission and the Community Development staff helps to overcome any potential gaps in institutional structure. Through this program, the City has had the opportunity to build relationships with numerous agencies, organizations, and entities, all of which help the community build a network, and in some cases a safety net, of services for its residents. Furthermore, City of Cedar Falls staff work closely with the neighboring City of Waterloo on projects affecting the metropolitan area. Finally, the City continues building a relationship with the Iowa Northland Regional Council of Governments and their staff with regard to implementing both CDBG and HOME programs in the community.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The City of Cedar Falls Housing Commission was significantly involved in implementation of the CDBG Entitlement and HOME programs during this past year. Membership of this committee included persons from a wide cross-section of the community. The composition of the Commission included a banker, realtor, a community credit union official, a Section 8 landlord, and a television and radio executive. This unique composition allows for collaboration and communication of potential ideas that address fair housing issues, raise awareness of concern, and create working relationships that will help address housing issues. As has been documented, the City worked closely with service agencies to ensure coordination, fill gaps where services are needed, and exchange feedback regarding underserved needs.

During this past year, the City continued to enhance relationships with several agencies, organizations, and service providers, through offering additional CDBG funding associated with the CARES Program. While the prior Consolidated Planning process used input forums, surveys, and interviews, the City staff and Housing Commission have begun making the joint meeting process a regular occurrence, so as to allow for a forum of community needs as well as provide an opportunity to strategize how the impact of the CDBG may have maximum impact in the city.

Identify actions taken to overcome the effects of any impediments identified in the jurisdiction's analysis of impediments to fair housing choice. 91.520(a)

The City of Cedar Falls, together with the City of Waterloo, completed an Analysis of Impediments to Fair Housing (AFH) in 2014, and updated it in 2019 as part of development of their Consolidated Plan. Said updated analysis identified impediments to fair housing in Cedar Falls and the actions suggested to address them, as follows:

Public Sector Impediments: Market Based Need Areas

Suggested AFH Actions:

1. Limited English-Speaking Population. Conduct a four-factor analysis to determine which current systems for interpretation and translation are adequately serving the community. Ending with a Language Access Plan.
2. Focus CDBG funding on the provision of affordable rental units.
3. Consider a renter-focused CDBG-funded affordable housing project.
4. Planning departments in Consortium work together to arrange for a workshop for developers and landlords to broaden awareness of the concepts of universal design.
5. Provide incentives for employment training and apprenticeships aimed at residents of racially-impacted neighborhoods.
6. Target homeownership counseling to residents of impacted neighborhoods.

AFH Actions Accomplished:

During 2019, the City focused program funding on assisting low-and-moderate income households and families. A change that was identified during the Consolidated Plan update suggested directing assistance to affordable rental units (Suggested AFH Action #2), and as such, the City has programmed funding during the life of the new plan toward this endeavor and a new program was developed. Likewise, the recent Consolidated Planning process discussed targeting funding on renter-occupied affordable housing projects (Suggested AFH Action #3). Finally, the City purchased a new software module that allows rental property owners to register their units as well as to “advertise” the availability of HCV units to prospective voucher holders. We have seen an increase in participation with this, as well as because of the pandemic.

Public Sector Impediments: Policy Based Need Areas

Suggested AFH Actions:

1. Cedar Falls Human Rights Commission outreach project. Determine viability of using CDBG funds to support an outreach project. Empower the Commission to enforce fair housing laws rather than referring residents to the Iowa Civil Rights Commission
2. Consortium should continue to engage in regional planning efforts to most efficiently match bus lines and stops with jobs, housing, and amenities.

AFH Actions Accomplished:

In regard to public policy needs, the City has had prior discussions during the past five years regarding the use of CDBG funds to support outreach and strengthening the position of their local Human Rights Commission (Suggested AFH Action #1). Further, during the recent Consolidated Planning process, both cities in the consortium (Waterloo and Cedar Falls) had several opportunities to work on enhancing and improving transit services, most notably addressing route restructuring that could be oriented around land use and employment changes, as well as purchasing bus passes for CDBG clients. The City of Cedar Falls has included allocation of CDBG funding in the new plan toward improving transportation services that better serve housing areas, employment centers, community education and service providers for residents that may not have access to transit services (Suggested AFH Action #2).

Private Sector Impediments: Market Based Need Areas

Suggested AFH Actions:

1. Consortium should consider testing for mortgage discrimination by a qualified entity in order to more effectively target education, outreach, referral, and enforcement activities.
2. Apply for a grant for another round of testing, with particular emphasis on race and disability, should be considered by the Consortium.
3. Legal review of nuisance and rental inspection ordinances to ensure whether enforcement is consistent with applicable fair housing laws.

AFH Actions Accomplished:

As a result of a challenging rental market in Cedar Falls, as well as recent Iowa law changes to specific regulatory definitions (how a “family” may be defined in local ordinances), all while attempting to balance land use in a college community, the City has spent, and will continue to spend, significant staff time addressing the interaction of local rental and nuisance ordinances and their impact on the community and applicable federal and state laws. This includes assessing the consistency of local laws and applicable fair housing regulations (Suggested AFH Action #3). The most recent example of this was when the City reviewed and amended local land use regulations in order to comply with changes in Iowa law with regard to how families may be defined and the corresponding impact on housing density and rental regulations.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The City of Cedar Falls used numerous methods of ensuring the projects funded under the CDBG Entitlement program comply with federal standards and requirements, including the National Objectives for the CDBG Program. Further, said monitoring will utilize the Consolidated Plan, Annual Action Plan and the Analysis of Fair Housing as the foundations and impetus for actions taken and implemented using CDBG funding in the community.

Overall, expenditure of CDBG funds has been consistent with the goals outlined in all three planning documents.

All direct housing rehabilitation and repair projects, have been conducted according to prescribed HUD requirements this past year, including written applications, income verifications, procurement, contracting, inspections, lead-based paint protections, and closeout procedures. The City included minority-owned contracting businesses in the project bidding outreach processes. Only low-to-moderate income households were assisted under this program.

Agencies receiving funding were required to compete for funds, develop eligible proposals, provide quarterly reports, and be monitored for compliance and effectiveness. Monitoring, which consisted of in-person visits to four of the five agencies by staff, were completed as well. Staff confirmed the use of

funds matched the agency proposal and contract with the City; verified agency expenses; pulled copies of client files and applications; verified client demographics; and reviewed quarterly reports and expenditures with key agency employees. Staff also collected copies of client applications. The City of Cedar Falls continued working with public service agencies and nonprofit organizations to ensure they are reaching the goal of assisting residents with the greatest need, as well as to help reduce homelessness in the community. In addition, the City continued working with code enforcement and other departments to identify potential at-risk properties and residents.

During the past two years, three additional infusions of CDBG funds occurred through the Coronavirus Aid, Relief, and Economic Security (CARES) Act, as a result of the COVID-19 pandemic. Two of the additional awards were provided through formula allocations from HUD, and the third was through an allocation from the State of Iowa (Iowa Economic Development Authority). The challenge for the City has been to prove that the funds are being used by persons, households, agencies, or organizations impacted by COVID-19 and to ensure the funds do not create a duplication of benefits situation for the recipients of the dollars. Low-and-moderate income households and persons, limited clientele populations, and areas have been, and will continue to be assisted with these CARES funds.

Also, during this time, HUD notified the City that it would be monitoring their Environmental Review process, which is completed prior to expenditure of any funding. They anticipate completing this monitoring and correcting any deficiencies that may be found.

Finally, the Housing Commission and City Council reviewed and approved this Consolidated Annual Performance and Evaluation Report (CAPER), which summarizes the accomplishments and efforts made under the CDBG Entitlement Program, all after conducting the required, appropriate public input processes outlined in the City's Public Participation Plan.

All CDBG funds expended are subject to the US Department of Housing and Urban Development and the City's auditing and monitoring processes. In addition, planning and administrative work performed by INRCOG are subject to its independent auditing and records maintenance processes as well.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

Three public meeting opportunities were provided regarding this specific CAPER Report, which is consistent with the City's updated Citizen Participation Plan: the regular October 19th, 2022, Housing Commission Meeting and the October 17th, 2022, and November 21st, 2022, City Council Meetings. Legal notice for this CAPER and the October 21, 2022 City Council Public Hearing was advertised consistently with the City's Citizen Participation Plan, including a combined published 15-day comment period and legal public hearing notice. Specifically, the notice was published in the English and Spanish languages, and both notices offered reasonable accommodation for persons having a disability.

There were no public comments made during the advertised citizen participation period.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

The City chose to focus its CDBG funding and efforts on agency awards, sanitary sewer and sidewalk infill projects, and owner occupied and renter occupied housing rehabilitation/repair during FFY 2021, per the 2019-2023 Consolidated Plan. With the additional CARES funds, the City funded pandemic-related projects and programs for its residents through existing agencies, organizations, and schools. In future years, the City may consider additional funding for LMI Area benefit programs that complete infrastructure and sidewalks improvements, which are intended to positively impact larger numbers of people and geographic areas of the community.

Does the grantee have an existing Section 108 guarantee?

The City does not have a Section 108 guaranteed loan.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

The City does not have an open BEDI grant.

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

The City is not a BEDI grantee, and therefore, this query does not apply.

CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

Total Labor Hours	CDBG	HOME	ESG	HOPWA	HTF
Total Number of Activities	0	0	0	0	0
Total Labor Hours	1,873	0	0	0	0
Total Section 3 Worker Hours	0	0	0	0	0
Total Targeted Section 3 Worker Hours	0	0	0	0	0

Table 8 – Total Labor Hours

Qualitative Efforts - Number of Activities by Program	CDBG	HOME	ESG	HOPWA	HTF
Outreach efforts to generate job applicants who are Public Housing Targeted Workers	0	0	0	0	0
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.	0	0	0	0	0
Direct, on-the job training (including apprenticeships).	0	0	0	0	0
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.	0	0	0	0	0
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).	0	0	0	0	0
Outreach efforts to identify and secure bids from Section 3 business concerns.	4	4	0	0	0
Technical assistance to help Section 3 business concerns understand and bid on contracts.	0	0	0	0	0
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.	0	0	0	0	0
Provided or connected residents with assistance in seeking employment including: drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services.	0	0	0	0	0
Held one or more job fairs.	0	0	0	0	0
Provided or connected residents with supportive services that can provide direct services or referrals.	0	0	0	0	0
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.	0	0	0	0	0
Assisted residents with finding childcare.	0	0	0	0	0
Assisted residents to apply for, or attend community college or a four year educational institution.	0	0	0	0	0
Assisted residents to apply for or attend vocational/technical training.	0	0	0	0	0
Assisted residents to obtain financial literacy training and/or coaching.	0	0	0	0	0
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.	0	0	0	0	0
Provided or connected residents with training on computer use or online technologies.	0	0	0	0	0
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.	0	0	0	0	0
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.	0	0	0	0	0
Other.	0	0	0	0	0

Table 9 – Qualitative Efforts - Number of Activities by Program

Narrative

During this past year, the City has completed training for implementing the updated Section 3 requirements, including development of a specific plan. Said plan is not yet complete. However, the City is beginning to collect the necessary project information such that it can accurately report statistics request in the preceding table.



ADMINISTRATION

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

MEMORANDUM

TO: Honorable Mayor Robert M. Green and City Council
FROM: Shane Graham, Economic Development Coordinator
DATE: November 8, 2022
SUBJECT: CF Storage, LLC Economic Development Project

INTRODUCTION AND DESCRIPTION OF PROJECT

For the past several months, staff has been working with officials with CF Storage, LLC toward the construction of a new mini-storage facility on 4.7 acres of land along Production Drive, just south of W. Viking Road. The proposed project will occur on Lot 18 of West Viking Road Industrial Park Phase I (4.7 acres total of which approximately 3.1 acres is buildable after easement and setback requirements). The proposed project will have a minimum building valuation of \$1,400,000, and the project is projected to begin next spring.

The plan shows a total of 205 units, covering over 30,000 square feet of building area. Construction of these units will begin in Spring of 2023. Also, as part of the agreement, CF Storage, LLC has a Right of First Refusal on Lot 17 to the south for a period of 3 years. If they choose to acquire that lot, they would construct an additional 20,000+ square feet of buildings, with an additional \$1,000,000 in taxable value.

COMPANY PROFILE

CF Storage, LLC is a partnership of two Cedar Falls residents seeking to open and self manage a high quality storage facility in the Cedar Falls South Industrial Park. Most local facilities are owned and operated remotely by large companies not based in the Cedar Valley. The partners have successfully built and managed over 700 units across NE Iowa and are now looking to improve the self-storage customer experience here in Cedar Falls.

ECONOMIC DEVELOPMENT INCENTIVES

Land Incentive

For the proposed CF Storage, LLC project, the company would receive at no cost, Lot 18 of West Viking Road Industrial Park Phase I (4.7 acres total of which approximately

3.1 acres is buildable after easement and setback requirements) in the West Viking Road Industrial Park. This land incentive is consistent with our general economic incentive guidelines of providing one acre of non-restricted building area for each 10,000 +/- square feet of new building space. Therefore, staff feels that the proposed 30,000 total square feet of building area with a \$1,400,000 minimum building valuation is consistent with prior City land incentives for comparable projects.

Property Tax Incentive

There are no tax incentives included for this project.

Conclusion

As this memorandum indicates, CF Storage, LLC is proposing to construct 30,000 square feet of buildings, on 4.7 acres of land along Production Drive, just south of W. Viking Road. The proposed new construction building project will have a minimum building valuation of \$1,400,000 and a total Minimum Assessed Valuation of \$1,710,000 including land. Construction would commence next spring with completion anticipated within 12-24 months. Also, the agreement includes a Right of First Refusal on the adjacent lot, for a period of 3 years. This adjacent lot would allow for expansion of the project to include 20,000+ square feet of additional building area, along with a building valuation of \$1,000,000.

The Agreement for Private Development by and between the City of Cedar Falls, Iowa, and CF Storage, LLC has been reviewed by both parties, and is attached for your review and approval.

RECOMMENDATION

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

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

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

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



CF Storage, LLC
30,000 Square Foot
Storage Facility



Project Location

Arbor Way Blvd

Arbors Dr

Timber Cove Dr

Poplar Hollow Ln

W Viking Rd

Production Dr

Venture Way

Development Dr

Bossard

Ashley Furniture Distribution Center

Capital Way

Zuidberg

Technology Pl

AGREEMENT FOR PRIVATE DEVELOPMENT

BY AND BETWEEN

THE CITY OF CEDAR FALLS, IOWA

AND

CF STORAGE, L.L.C.

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AGREEMENT FOR PRIVATE DEVELOPMENT

THIS AGREEMENT FOR PRIVATE DEVELOPMENT (hereinafter called "Agreement"), is made on or as of the _____ day of _____, 2022, by and between the CITY OF CEDAR FALLS, IOWA, a municipality (hereinafter called "City"), established pursuant to the Code of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2021 (Chapter 403 hereinafter called "Urban Renewal Act"); and CF Storage, L.L.C., (hereinafter called the "Developer"), an Iowa limited liability company having its principal place of business at 201 Washington Street, Cedar Falls, IA 50613.

WITNESSETH:

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

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

WHEREAS, the Developer desires to acquire certain real property located in the foregoing Urban Renewal Plan and as more particularly described in Exhibit A-1 attached hereto and made a part hereof (which property as so described is hereinafter referred to as the "Development Property"); and

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

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

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

ARTICLE I. DEFINITIONS

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

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

Assessor's Minimum Actual Value means the minimum actual value, before rollback, of the Phase One Project Minimum Improvements and the Development Property for calculation and assessment of real property taxes as set forth in the Minimum Assessment Agreement.

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

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

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

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 CF Storage, L.L.C.

Development Property means that portion of the Cedar Falls Unified Highway 58 Corridor Urban Renewal Project Plan of the City described in Exhibit A-1 hereto.

Event of Default means any of the events described in Section 11.1 of this Agreement.

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.

Phase One Project Minimum Improvements shall mean the construction of a Storage Facility totaling at least 30,000 square feet of finished space, together with all related site improvements described in the Construction Plans, as outlined in Exhibit B hereto.

Phase Two Project Minimum Improvements shall mean the construction of a Storage Facility Expansion totaling at least 20,000 square feet of finished space on the Development Property or on the Right of First Refusal Property.

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

Right of First Refusal Property means that portion of the Cedar Falls Unified Highway 58 Corridor Urban Renewal Project Plan of the City described in Exhibit A-2 hereto.

State means the State of Iowa.

Storage Facility means the Phase One Project Minimum Improvements.

Storage Facility Expansion means the Phase Two Project Minimum Improvements.

Tax Increments means the property tax increment revenues on the Phase One and Phase Two Project 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 12.9 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.

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 and the Ordinance, 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.

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 Phase One Project 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 Phase One Project 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 Facility ("Phase One Project Minimum Improvements") on the 4.73 acre Development Property, which is to be acquired by the Developer pursuant to this Agreement, and which is more particularly described in Exhibit A-1.
- (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 Phase One Project 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 Phase One Project 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 Phase One Project Minimum Improvements may be lawfully constructed.
- (h) The construction of the Phase One Project Minimum Improvements will require a total investment of not less than One Million Four Hundred Thousand Dollars and no/100 Dollars (\$1,400,000.00), and a valuation of One Million Seven Hundred Ten Thousand and no/100 Dollars (\$1,710,000.00) is reasonable for the Phase One Project 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 funds sufficient to successfully complete the construction of the Phase One Project 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 Phase One Project 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 Phase One Project Minimum Improvements will be substantially completed by the 31st day of December, 2024.
- (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 Phase One Project Minimum Improvements. The Developer agrees that it will cause the Phase One Project 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 Phase One Project Minimum Improvements to be constructed shall not be significantly less than the scope and scale of the Phase One Project Minimum Improvements as detailed and outlined in the Construction Plans, and shall in no event require a total investment of less than One Million Four Hundred Thousand Dollars and no/100 Dollars (\$1,400,000.00).

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 Phase One Project 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 Four Hundred Thousand Dollars and no/100 Dollars (\$1,400,000.00), by no later than the 1st day of May, 2023. The Developer and the City acknowledge and agree that there may be more than one building permit applied for that together will constitute the minimum value stated herein, depending upon the phasing of construction of the Phase One Project Minimum Improvements.

Section 3.3. Construction Plans. The Developer shall cause Construction Plans to be provided for the Phase One Project 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 Phase One Project 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 Phase One Project 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 Phase One Project Minimum Improvements as constructed.

Section 3.4. Commencement and Completion of Construction. Subject to Unavoidable Delays, the Developer shall cause construction of the Phase One Project Minimum Improvements to be undertaken by no later than the 1st day of May, 2023, and completed (i) by no later than the 31st day of December, 2024, 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 Phase One Project Minimum Improvements shall not affect the date upon which the Assessor's Minimum Actual Value shall become effective. All work with respect to the Phase One Project 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 Phase One Project 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 Phase One Project 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 Phase One Project 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 Phase One Project 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.

- (a) The Developer shall: 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 Urban Renewal Plan and this Agreement until the Termination Date.
- (b) The Developer shall 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 Phase One Project 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 Phase One Project 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 Phase One Project Minimum Improvements and arising out of any act, error, or omission of the Developer, its members, managers, officers, contractors and subcontractors or anyone

else for whose acts the City may be held responsible (with coverage to the City at least as broad as that which is provided to the Developer and not lessened or avoided by endorsement). The policy shall contain a "severability of interests" clause and provide primary insurance over any other insurance maintained by the City. The policy shall waive subrogation rights against the City and shall contain a Governmental Immunities endorsement in a form acceptable to the City.

- (iii) Worker's compensation insurance, with statutory coverage.
- (b) Upon completion of construction of the Phase One Project 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 Phase One Project 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 Phase One Project 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 Phase One Project Minimum Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains and other uninsurable items) and equipment, and shall be determined from time to time at the request of the City, but not more frequently than once every three years, by an insurance consultant or insurer selected and paid for by the Developer and approved by the City.
 - (ii) Comprehensive commercial general liability insurance, including liability for injuries to persons and/or property resulting from the operation of automobiles or other motorized vehicles on or about the Development Property, in the minimum amount for each occurrence and for each year of \$2,000,000.

- (iii) Such other insurance, including worker's compensation insurance respecting all employees of the Developer, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure.
- (c) All insurance required by this Article V to be provided prior to the Termination Date shall be taken out and maintained in responsible insurance companies selected by the Developer which are authorized under the laws of the State to assume the risks covered thereby. The Developer will deposit annually with the City copies of policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Article V, each policy shall contain a provision that the insurer shall not cancel or modify it without giving written notice to the Developer and the City at least thirty (30) days before the cancellation or modification becomes effective. Not less than fifteen (15) days prior to the expiration of any policy, the Developer shall furnish the City evidence satisfactory to the City that the policy has been renewed or replaced by another policy conforming to the provisions of this Article V, or that there is no necessity therefor under the terms hereof. In lieu of separate policies, Developer may maintain a single policy, or blanket or umbrella policies, or a combination thereof, which provide the total coverage required herein, in which event the Developer shall deposit with the City a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Phase One Project Minimum Improvements.
- (d) Developer shall notify the City immediately in the case of damage exceeding \$25,000 in amount to, or destruction of, the Phase One Project 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 Phase One Project 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 Phase One Project 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 Phase One Project 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, the Developer shall use the entire condemnation award to reconstruct the Phase One Project Minimum Improvements (or, in the event only a part of Phase One Project Minimum Improvements have been taken, then to reconstruct such part) upon the Development Property.

ARTICLE VI. MINIMUM ASSESSMENT AGREEMENT AND OTHER COVENANTS

Section 6.1. Execution of Minimum Assessment Agreement. The Developer shall agree to, and with the City shall execute, concurrently with the execution of this Agreement, a Minimum Assessment Agreement pursuant to the provisions of Section 403.19, Code of Iowa, substantially in the form and content of Exhibit D attached hereto, specifying the Assessor's Minimum Actual Value for the Phase One Project Minimum Improvements to be constructed on the Development Property for calculation of real property taxes. Specifically, the Developer shall agree to an Assessor's Minimum Actual Value, of not less than One Million Seven Hundred Ten Thousand and no/100 Dollars (\$1,710,000.00) as of the completion of the Phase One Project Minimum Improvements, but no later than January 1, 2025. Nothing in the Minimum Assessment Agreement shall limit the discretion of the Assessor to assign an actual value to the Phase One Project Minimum Improvements and Development Property, 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 value for property tax purposes; provided, however, that the Developer or its successors shall not seek a reduction of such actual value below the Assessor's Minimum Actual Value in any year so long as the Minimum Assessment Agreement shall remain in effect. The Minimum Assessment Agreement shall remain in effect until the 31st day of December, 2034 (the "Termination Date"). The Minimum Assessment Agreement shall be certified by the Assessor for the County as provided in Section 403.19 of the Code of Iowa, and shall be filed for record in the office of the County Recorder of the County, and such filing shall constitute notice to any subsequent encumbrancer or purchaser of the Development Property (or part thereof), whether voluntary or involuntary, and such Minimum Assessment Agreement shall be binding and enforceable in its entirety against any such subsequent purchaser or encumbrancer, as well as all prior lienholders and the holder of

first mortgage, each of which shall sign a consent to the Minimum Assessment Agreement.

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

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

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

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

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

- (a) It will not seek any tax exemption, either presently or prospectively authorized under any State or federal law with respect to taxation of real property contained on the Development Property between the date of execution of this Agreement and the Termination Date. The foregoing shall not impair any rights to appeal the valuation set by the Black Hawk County Assessor as provided by law.
- (b) It will not seek administrative review or judicial review of the applicability or constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Development Property, Phase One Project 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, either presently or prospectively authorized under Iowa Code Chapter 403, 404, 427B, 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 Phase One and Phase Two Project 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 Storage 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, except for any emergency utility needs in the case of any unavailability or interruption of City-owned utility services, which may be secured from alternative sources. 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 October 15 of each year, commencing October 15, 2024, and ending on October 15, 2034, 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 Phase One Project Minimum Improvements or Development Property (or any part thereof) to any enterprise that is relocating ("Relocating") to the City from another part of the County or a contiguous county during the term (the "Term") of this Relocation provision (the "Relocation Provision"). "Relocating" or "Relocation" means the closure or substantial reduction of an enterprise's existing operations in one area of the State and the initiation of substantially the same operation in the same county or a contiguous county in the State. The Term of this Relocation Provision will expire on the Termination Date. 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 11.2:

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

ARTICLE VII. PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER

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

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

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

- (a) Except only for (i) the purpose of obtaining financing necessary to enable the Developer to perform its obligations with respect to making the Phase One Project Minimum Improvements under this Agreement, (ii) leases to commercial tenants for all or a portion of the Phase One Project 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 Phase One Project 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 Phase One Project 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 Phase One Project 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 Phase One Project 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 Phase One Project 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.

Section 7.5. Prohibition Against Use as Non-Taxable or Centrally Assessed Property. Notwithstanding anything to the contrary herein, during the term of this Agreement, Developer, or its successors or assigns, agree that the Development Property and Phase One Project Minimum Improvements cannot be transferred or sold to a non-profit entity or used for a purpose that would exempt the Development Property or Phase One Project Minimum Improvements from property tax liability. Nor can the Development Property or Phase One Project 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) and any subsequent successor laws related thereto).

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. Notwithstanding any other provision in this Agreement to the contrary, Developer shall have a period of 60 days from the execution of this Agreement to inspect the Development Property for environmental contamination or deficiencies, and during this period, may cancel this Agreement due to the existence of any such environmental contamination or deficiencies by giving to the City written notice of its decision to cancel this Agreement. The City authorizes Developer and/or its agents and contractors access to the Development Property for purposes of its environmental inspection.

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 31st day of December, 2022, or on such other date as the parties hereto may mutually agree in writing (the “Closing Date”).

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

Section 8.8 Abstract of Title. Immediately following the execution of this Agreement, 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. Following the updating of the abstract of title by the Developer, it shall show marketable

title in the City in conformity with Iowa law and the Title Standards of the Iowa State Bar Association. The City shall make every reasonable effort to promptly perfect title. If closing is delayed due to the City's inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten days written notice to the other party. The abstract shall become the property of the Developer at the time of delivery of the Deed.

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

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

Section 8.10 Failure to Commence Construction of Phase One Project Minimum Improvements. In the event the Developer has not made substantial progress towards commencement of construction of the Phase One Project Minimum Improvements on the Development Property by no later than September 1, 2023, and commencement of construction does not appear imminent, in the reasonable discretion of the City, by no later than September 1, 2023, then Developer shall have committed an Event of Default within the meaning of Article X and Section 11.1 of this Agreement, and shall convey title to the Development Property to the City as provided in Section 11.2(d) of this Agreement by no later than December 1, 2023.

Section 8.11. No Partial Property Tax Exemption. In consideration of the covenants of the City as contained in this Agreement, Developer agrees that it shall not seek from the County or from the City, any partial or other exemption from taxation of industrial property as may be provided by Sections 21-48 through 21-57 of the Cedar Falls Code of

Ordinances, and/or by Chapter 427B, Code of Iowa, with respect to any portion of the Development Property, or the Phase One Project Minimum Improvements located on the Development Property.

ARTICLE IX. DEVELOPER'S RIGHT OF FIRST REFUSAL

Section 9.1. Grant of Right of First Refusal. As additional consideration for Developer's covenants as contained in this Agreement, and upon performance by Developer of all of its obligations to the City under the terms and conditions of this Agreement, but only for so long as Developer is not in default under this Agreement, the City hereby grants Developer an irrevocable right of first refusal (hereinafter the "Right of First Refusal") to acquire the property described in Exhibit A-2 attached to this Agreement (hereinafter the "Right of First Refusal Property"), on the terms and conditions set forth in this Article.

Section 9.2. Right of First Refusal to Acquire Right of First Refusal Property. The Developer's right to acquire the Right of First Refusal Property under this Article shall be on the following terms:

- (a) The Right of First Refusal shall commence on the effective date of this Agreement set forth on page 5 hereof (the "Effective Date of this Agreement").
- (b) The Right of First Refusal shall be irrevocable until December 31, 2025 (hereinafter the "Right of First Refusal Expiration Date.").
- (c) The Right of First Refusal shall be effective only if the Developer shall have performed all of its obligations to the City as set forth in this Agreement and any agreements referenced in this Agreement, including without limitation the Minimum Assessment Agreement, and only for so long as Developer shall not be in default thereunder.
- (d) In the event the City receives a bona fide proposal from a third party to acquire the Right of First Refusal Property on terms which the City desires to accept, the following procedures shall apply:
 - 1) The City shall provide the Developer with written notice of its receipt of the proposal, and include with the notice a complete copy of the proposal, and of the City's desire to accept such proposal.
 - 2) The Developer shall have a period of fifteen (15) calendar days from the date the Developer receives a copy of the written notice from the City within which to notify the City in writing of Developer's intent to exercise its rights to acquire the Right of First Refusal Property. The

Developer's written notice to the City shall include the information required under subparagraph 9.2(e) of this Agreement.

- (e) To exercise its right to acquire the Right of First Refusal Property, Developer shall send a notice in writing to the City that it desires to exercise its Right of First Refusal to acquire the Right of First Refusal Property and that it will do so in one of two (2) ways, as follows:
- 1) By purchasing the Right of First Refusal Property for a purchase price of Two Hundred Ten Thousand and no/100 Dollars (\$210,000.00) (the "Right of First Refusal Cash Purchase Price"), and on terms as are provided for in subsection 9.2(f) of this Agreement; or
 - 2) By agreeing to construct the Phase Two Project Minimum Improvements, consisting of a storage facility expansion totaling at least 20,000 square feet of finished space (hereinafter the "Storage Facility Expansion") with a minimum actual taxable value of at least \$1,000,000.00 for the Storage Facility Expansion. Together with the assumed taxable value of \$210,000.00 for the land that comprises the Right of First Refusal Property, the total minimum actual taxable value for the Storage Facility Expansion and land shall be at least \$1,210,000.00. Other terms such as are provided for in subsection 9.2(g) of this Agreement shall also apply.
- (f) The following procedure shall apply in the event that Developer exercises its Right of First Refusal under subsection 9.2(e)(1) after proper notice has been given by Developer:
- 1) The City shall provide the Developer with a complete abstract of title to the Right of First Refusal Property, continued to a date subsequent to the date of Developer's notice of exercise of the Right of First Refusal, that shows that title to the Right of First Refusal Property is vested in the City, free and clear of all liens and encumbrances of record as provided in subsection (2), all at the City's sole cost and expense.
 - 2) The City shall convey clear title to the Right of First Refusal Property to the Developer by Quit Claim Deed upon compliance with legally required public proceedings, and upon payment to the City by the Developer of the Right of First Refusal Cash Purchase Price. Such conveyance and title shall be subject to restrictive covenants, ordinances, and limited access provisions of record, if any, and existing easements of record, but shall otherwise be free and clear of

all other liens and encumbrances of record, other than compliance with the terms and conditions of this Agreement.

- 3) The City shall deliver the Quit Claim Deed of the Right of First Refusal Property to the Developer within sixty (60) days of the date the City receives Developer's notice of Developer's intent to exercise its Right of First Refusal to acquire the Right of First Refusal Property.
- 4) The Developer shall promptly file the Quit Claim Deed for recordation among the land records in the Office of the Recorder of the County. The Developer shall pay all costs for recording the Quit Claim Deed. Any revenue stamps or transfer tax on the Quit Claim Deed shall be paid for by the City.

(g) In the event Developer exercises its Right of First Refusal to acquire the Right of First Refusal Property as provided in subsection 9.2(e)(2), the following provisions shall apply:

- 1) Developer agrees to execute an agreement for private development and minimum assessment agreement with the City on such terms and conditions as the City, in its sole discretion, deems appropriate, within sixty (60) days from the date of the City's receipt of Developer's timely, proper notice of exercise of its Right of First Refusal to acquire the Right of First Refusal Property by construction of a Storage Facility Expansion.
- 2) The terms and conditions of such agreement for private development shall include without limitation provisions substantially similar to the following provisions of this Agreement:
 - i. Article II, Representations and Warranties;
 - ii. Article III, Construction of Minimum Improvements;
 - iii. Article IV, Restrictions upon Use of Development Property;
 - iv. Article V, Insurance;
 - v. Article VI, Minimum Assessment Agreement and Other Covenants;
 - vi. Article VII, Prohibitions Against Assignment and Transfer;

- vii. Article X, Indemnification;
 - viii. Article XI, Remedies; and
 - ix. Article XII, Miscellaneous.
- 3) Such agreement for private development shall not entitle Developer to any partial property tax exemption with respect to the Phase Two Project Minimum Improvements that comprise the Storage Facility Expansion or the land comprising the Right of First Refusal Property, and shall not entitle the Developer to any economic development grants or property tax rebates with respect thereto, and shall include a minimum assessment agreement that establishes the minimum assessed value of the Right of First Refusal Property and Storage Facility Expansion at no less than \$1,000,000.00 for the Storage Facility Expansion and \$210,000.00 for the land that comprises the Right of First Refusal Property, for a total of \$1,210,000.00, for a period of ten (10) years following the first day of January immediately subsequent to completion of the construction of the Storage Facility Expansion.
 - 4) The Developer shall apply to the City for a building permit based upon a building permit valuation amount for the Storage Facility Expansion of at least \$1,000,000.00, and shall pay all necessary permit fees in connection therewith, within 120 days of exercising its Right of First Refusal, but in no event later than July 1, 2025, and shall commence construction of the Storage Facility Expansion within 120 days of exercising its Right of First Refusal, but in no event later than July 1, 2025.
 - 5) The Developer shall complete construction of the Storage Facility Expansion within one (1) year of the date of issuance of the building permit therefore.
 - 6) The Storage Facility Expansion may be either a new building or structure, or an expansion of the original Storage Facility that shall comprise the Phase Two Project Minimum Improvements, and may either be located on the Development Property, on the First Right of Refusal Property, or partially on each such property.

Section 9.3. Expiration of Right of First Refusal. If the Developer fails to notify the City in a timely manner of the exercise of its Right of First Refusal to acquire the Right of First Refusal Property by either of the means described in subsections 9.2(e)(1) or

9.2(e)(2) by the Right of First Refusal Expiration Date, Developer's Right of First Refusal shall expire on the Right of First Refusal Expiration Date, and Developer shall have no further rights in and to the Right of First Refusal Property. The City shall thereafter own the Right of First Refusal Property free and clear of any right, title, interest or claim of the Developer.

Section 9.4. Right of First Refusal Personal to Developer. The rights of Developer as described in this Article IX are personal to Developer, and may not be assigned or transferred to any third party under any circumstances. Any attempted assignment, transfer, or conveyance of the rights of Developer under this Article without the express written consent of the City shall cause an immediate termination of all of the Developer's rights described in this Article.

Section 9.5. Resale of Right of First Refusal Property Within Five Years. In the event that Developer, having acquired the Right of First Refusal Property by payment of the Right of First Refusal Cash Purchase Price under subsections 9.2(e)(1) and 9.2(f), sells the Right of First Refusal Property to any third party at any time within five (5) years of the date of the City's delivery of the Quit Claim Deed conveying the Right of First Refusal Property to the Developer, the Developer shall pay to the City an amount equal to fifty percent (50%) of the amount by which the sale price of the Right of First Refusal Property exceeds the Right of First Refusal Cash Purchase Price of \$210,000.00, which amount shall be paid in cash in full to the City immediately upon the happening of the sale of the Right of First Refusal Property by the Developer. Failure to pay said amount shall constitute a default under this Agreement. For purposes of this subsection, the term "sell" shall include any voluntary or involuntary sale, exchange, or transfer of title to the Right of First Refusal Property, or any part thereof, to any person or entity whatsoever other than the City; provided, however, that Developer may grant a mortgage on the Right of First Refusal Property as security for a loan made to or guaranteed by the Developer, and the same shall not, in and of itself, constitute a sale of the Right of First Refusal Property within the meaning of this subsection.

ARTICLE X. INDEMNIFICATION

Section 10.1. 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 X, 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 Phase One Project 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 Phase One Project 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 Phase One Project 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 X shall survive the termination of this Agreement.

ARTICLE XI. REMEDIES

Section 11.1. 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 Phase One Project 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 Phase One Project Minimum Improvements to be reconstructed when required pursuant to Article III of this Agreement.
- (c) Failure by the City to cause the Development Property to be conveyed to the Developer pursuant to the terms, conditions and limitations of Section 8.1 of this Agreement, subject to Unavoidable Delays;
- (d) Transfer of the Developer's ownership interest in the Development Property or any interest of Developer in this Agreement, or the assets of Developer in violation of the provisions of Article VII of this Agreement, until the Termination Date;

- (e) Failure by the Developer until the Termination Date, to pay ad valorem taxes on the Development Property;
- (f) Failure by the Developer until the Termination Date to substantially observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement;
- (g) The holder of any Mortgage on the Development Property, or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable Mortgage documents;
- (h) Sale or lease of the Phase One Project Minimum Improvements or Development Property in violation of the provisions of Section 6.12, Relocation, of this Agreement;
- (i) The Developer shall:
 - (i) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or
 - (ii) make an assignment for the benefit of its creditors; or
 - (iii) admit in writing its inability to pay its debts generally as they become due; or
 - (iv) be adjudicated a bankrupt or insolvent; or if a petition or answer proposing adjudication as a bankrupt or reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of the Developer or the Phase One Project Minimum Improvements, or part thereof, shall be appointed in any proceedings brought against the Developer and shall not be discharged within ninety (90) days after such appointment, or if the Developer shall consent to or acquiesce in such appointment; or
- (j) Any obligation, representation or warranty made by any party to this Agreement, any Exhibit hereto, or made by any party in any written statement or certificate pursuant to this Agreement, shall prove to have been incorrect,

incomplete or misleading in any material respect on or as of the date of the issuance or making thereof.

Section 11.2. Remedies on Default. Whenever any Event of Default referred to in Section 11.1 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) If the Developer is in default, the City 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 11.2 of this Article, then the City may proceed as provided in Section 11.2(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 11.5.

Section 11.3. 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 11.4. 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 11.5. 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 XII. MISCELLANEOUS

Section 12.1. 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 12.2. Non-Discrimination. In carrying out the construction and operation of the Phase One Project Minimum Improvements, the Developer shall not discriminate against any employee or applicant for employment because of race, creed, color, gender, sex, sexual orientation, gender identity, religion, national origin, age or disability. The Developer shall insure that applicants for employment are employed, and the employees are treated during employment, without regard to their race, creed, color, gender, sex, sexual orientation, gender identity, religion, national origin, age or disability.

Section 12.3. 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. Brian Wingert
Member
CF Storage, L.L.C.
201 Washington Street
Cedar Falls, IA 50613

With a copy to: Eric Johnson
Beecher, Field, Walker, Morris, Hoffman & Johnson, P.C.
620 Lafayette Street, Suite 300
Waterloo, IA 50703

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 12.4. 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 12.5. 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 12.6. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 12.7. 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 12.8. 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 12.9. Termination Date of Minimum Assessment Agreement. This Agreement shall terminate and be of no further force or effect with respect to the Phase One Project 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 12.10. 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 12.11. Immediate Undertaking. All parties agree to undertake immediately upon execution of this Agreement all of those obligations which require immediate action.

Section 12.12. 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 12.13. 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 12.14. 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 12.15. 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 11.2(d) of this Agreement.

Section 12.16. 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 12.17. 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 12.18. Time of the Essence. Time is of the essence with respect to all matters described in this Agreement and related documents.

Section 12.19. Survival. Each provision of this Agreement shall survive the occurrence of the other provisions of this Agreement to the extent necessary to ensure full performance of said surviving provision.

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

(SEAL)

CITY OF CEDAR FALLS, IOWA

By: _____
Robert M. Green, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC, City Clerk

CF Storage, L.L.C.,
an Iowa limited liability company

By: _____
Brian Wingert, Member

By: _____
Trevor Kerndt, Member

DEVELOPER

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the _____ day of _____, 2022, by Brian Wingert and Trevor Kerndt, Members, CF Storage, L.L.C., an Iowa limited liability company.

Notary Public in and for the State of Iowa

EXHIBIT A-1

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 18, West Viking Road Industrial Park Phase I, City of Cedar Falls, Black Hawk County, Iowa (Contains 4.73 acres more or less).

EXHIBIT A-2

RIGHT OF FIRST REFUSAL PROPERTY

The Right of First Refusal 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 17, West Viking Road Industrial Park Phase I, City of Cedar Falls, Black Hawk County, Iowa (Contains 3.24 acres more or less).

EXHIBIT B

PHASE ONE PROJECT MINIMUM IMPROVEMENTS

The Phase One Project Minimum Improvements shall consist of the construction of a Storage Facility totaling at least 30,000 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	September 1, 2023
Substantial Completion	December 31, 2024
Issuance of Occupancy Permit	December 31, 2024

EXHIBIT C

CERTIFICATE OF COMPLETION

WHEREAS, the CITY OF CEDAR FALLS, IOWA, a municipality (hereinafter called "City"), established pursuant to the Code of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2021 (Chapter 403 hereinafter called "Urban Renewal Act"); and CF Storage, L.L.C., (hereinafter called the "Developer"), an Iowa limited liability company having its principal place of business at 201 Washington Street, Cedar Falls, IA 50613; did on or about the ____ day of _____, 2022, make, execute and deliver, each to the other, an Agreement for Private Development (the "Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City and as more particularly described as follows:

Lot 18, West Viking Road Industrial Park Phase I, City of Cedar Falls, Black Hawk County, Iowa (Contains 4.73 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 Phase One Project 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 Phase One Project 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 Phase One Project 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 Phase One Project Minimum Improvements.

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

(SEAL)

THE CITY OF CEDAR FALLS, IOWA

By: _____
Robert M. Green, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC, City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

Notary Public in and for Black Hawk County, Iowa

EXHIBIT D

MINIMUM ASSESSMENT AGREEMENT

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

WITNESSETH:

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

Lot 18 West Viking Road Industrial Park Phase I, City of Cedar Falls, Black Hawk County, Iowa (Contains 4.73 acres more or less).

(the "Development Property"); and

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

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

WHEREAS, the City and the Assessor have reviewed the preliminary plans and specifications for the Phase One Project 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 Phase One Project Minimum Improvements by the Developer, but no later than January 1, 2025, the minimum actual value which shall be fixed for assessment purposes for the Phase One Project 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 Seven Hundred Ten Thousand and no/100 Dollars (\$1,710,000.00) (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 Phase One Project Minimum Improvements will be completed on or before September 1, 2024.

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 Assessor's Minimum Actual Value established herein, or any actual value assignment made by the Assessor to the Phase One Project Minimum Improvements or to the 4.73 acres of land, which together comprise the Development Property. In no event, however, shall the Developer seek to reduce the actual value assigned below the Assessor's Minimum Actual Value established herein during the term of this Agreement.

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

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

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

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

THE CITY OF CEDAR FALLS, IOWA

By: _____
Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

DEVELOPER:

CF Storage, L.L.C.
An Iowa limited liability company

By: _____
Brian Wingert, Member

By: _____
Trevor Kerndt, Member

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

Notary Public in and for Black Hawk County, Iowa

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the _____ day of _____, 2022, by Brian Wingert and Trevor Kerndt, Members, CF Storage, L.L.C., an Iowa limited liability company.

Notary Public in and for the State of Iowa

CERTIFICATION OF ASSESSOR

The undersigned, having reviewed the plans and specifications for the Phase One Project Minimum Improvements to be constructed and the market value assigned to such Phase One Project 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 Phase One Project Minimum Improvements to be made on it and in accordance with the Minimum Assessment Agreement, certifies that the actual taxable value assigned to such Phase One Project Minimum Improvements and the 4.73 acres of land on which such Phase One Project Minimum Improvements are to be constructed, which together comprise the Development Property, upon completion shall not be less than \$1,710,000.00, until termination of this Minimum Assessment Agreement pursuant to the terms hereof.

County Assessor for Black Hawk County, Iowa

Date

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

Notary Public in and for the State of Iowa

Date

EXHIBIT E
FORM OF LEGAL OPINION

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

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

City of Cedar Falls, Iowa:

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

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

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

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

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

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

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

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

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

Very truly yours,

BEECHER, FIELD, WALKER, MORRIS, HOFFMAN AND JOHNSON, P.C.

By: _____

Eric Johnson, Attorney at Law
620 Lafayette Street, Suite 300
Waterloo, IA 50703

EXHIBIT F

MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT

WHEREAS, the CITY OF CEDAR FALLS, IOWA, a municipality (hereinafter called "City"), established pursuant to the Code of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2021 (Chapter 403 hereinafter called "Urban Renewal Act"); and CF Storage, L.L.C., (hereinafter called the "Developer"), an Iowa limited liability company having its principal place of business at 201 Washington Street, Cedar Falls, IA 50613, did on or about the ____ day of _____, 2022, make, execute and deliver, each to the other, an Agreement for Private Development (the "Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Agreement and the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan (the "Plan"), to develop certain real property located within the City and within the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan and as more particularly described as follows:

Lot 18 West Viking Road Industrial Park Phase I, City of Cedar Falls, Black Hawk County, Iowa (Contains 4.73 acres more or less)

(the "Development Property"), and

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

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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

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

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

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

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

(SEAL)

CITY OF CEDAR FALLS, IOWA

By: _____
Robert M. Green, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC, City Clerk

CF Storage, L.L.C.
an Iowa limited liability company.

By: _____
Brian Wingert, Member

By: _____
Trevor Kerndt, Member

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

Notary Public in and for Black Hawk County, Iowa

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This record was acknowledged before me on the _____ day of _____, 2022, by Brian Wingert and Trevor Kerndt, Members, CF Storage, L.L.C., 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, 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 CF STORAGE, L.L.C., AND APPROVING AND AUTHORIZING EXECUTION OF A QUIT CLAIM DEED CONVEYING TITLE TO CERTAIN REAL ESTATE TO CF STORAGE, L.L.C.

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

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

WHEREAS, the City has received a proposal from CF Storage, L.L.C. ("Developer"), in the form of a proposed Agreement for Private Development (the "Agreement") by and between the City of Cedar Falls, Iowa (the "City") and the Developer, pursuant to which, among other things, the Developer would agree to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the Urban Renewal Plan as legally described in the Agreement attached hereto and incorporated herein by this reference (defined in the Agreement as the "Development Property"), consisting of the construction of a Storage Facility totaling at least 30,000 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 18, West Viking Road Industrial Park Phase I, City of Cedar Falls, Black Hawk County, Iowa (Contains 4.73 acres more or less); and

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

WHEREAS, the Agreement further proposes that the City, the Developer and the Assessor of Black Hawk County, Iowa, enter into a Minimum Assessment Agreement (the "Minimum Assessment Agreement"), whereby the minimum actual taxable value of the improvements to be constructed thereon would be established at an amount not less than \$1,710,000.00 for a period through December 31, 2034; and

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

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

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

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

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

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

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

PASSED AND APPROVED this ____ day of _____, 2022.

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

CERTIFICATE

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

I, Jacqueline Danielsen, MMC, City Clerk of the City of Cedar Falls, Iowa, hereby certify that the above and foregoing is a true and correct typewritten copy of Resolution No. _____ duly and legally adopted by the City Council of said City on the _____ day of _____, 2022.

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

Jacqueline Danielsen, MMC
City Clerk of Cedar Falls, Iowa

ORDINANCE NO. 3020

AN ORDINANCE AMENDING SECTION 16-24, FIREWORKS, OF ARTICLE I, IN GENERAL, OF CHAPTER 16, OFFENSES AND MISCELLANEOUS PROVISIONS, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, CHANGING THE DATES AND TIMES OF ALLOWED USE OF CONSUMER FIREWORKS AND CHANGING THE PENALTY FOR VIOLATION TO A SIMPLE MISDEMEANOR.

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

Subsection 16-24(b), Prohibitions and Use, of Section 16-24, Fireworks, of Article I, In General, of Chapter 16, Offenses and Miscellaneous Provisions, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Subsection 16-24(b), Prohibitions and Use, is enacted in lieu thereof, as follows:

(b) *Prohibitions and use.*

- (1) It shall be unlawful for any person to use or explode any consumer fireworks within the corporate limits of the City of Cedar Falls except on July 4 of each year between the hours of 9:00 a.m. and 11:00 p.m. Any additional days of allowed use may be designated by resolution of council if adopted between the dates of January 1 and March 1 of each year to apply to the same calendar year. This section shall not apply to novelties.
- (2) The use of consumer fireworks that mimic display fireworks or rise to 150 decibels or to 210 feet elevation is banned from use at all times within the corporate limits of the City of Cedar Falls unless the user has obtained a permit as provided in subsection 16-24(e).
- (3) Consistent with the Code of Iowa, use of fireworks within the corporate limits of the City of Cedar Falls shall only occur on the user's owned real property or on real property where the owner has given consent prior to use. Use of fireworks, unless a permit has been obtained, is not allowed on city-owned property, public sidewalks, rights-of-way, streets, parks, or parking lots.
- (4) It is prohibited to direct the use of consumer fireworks in any direction other than onto the user's owned real property or the real property where the owner has given prior consent.
- (5) All consumer firework debris shall be removed from the user's real property or wherever such use has resulted in its debris being located.

(c) *Exceptions.* This section shall not apply to the use of blank cartridges for a show or the theater, or for signal purposes in athletic sports or by railroads or trucks, for signal purposes, or by a recognized military organization. This section shall not apply to any substance or composition prepared and sold for medicinal or fumigation purposes. This section shall not apply to a person using or exploding fireworks under a valid permit as provided in subsection 16-24(e).

(d) *Enforcement.*

- (1) Citations for violation of this section 16-24 shall be directed to the person observed/found to have violated this section or the owner of real property on which the evidence exists of violation of this section. Furthermore, where evidence of violation of noise or nuisance ordinances exists, such citations may also be written.

- (2) The vendors of fireworks shall be monitored during sales periods as to type of consumer fireworks sold and for compliance with subsection 16-24(f).
- (e) *Display fireworks.* The council may, upon application in writing, grant a permit for the use and explosion of display fireworks within the city limits by municipalities, fair associations, amusement parks, and other organizations or groups of individuals when the use and explosion of such display fireworks will be handled by a competent operator, and proof of liability insurance is shown. (See also section 9-20.)
- (f) *Sales.* A seller of consumer fireworks must possess a license from the state fire marshal. Any retailer or community group selling consumer fireworks must prominently display, at the entrance and exit sites, signs informing customers that the use of consumer fireworks is prohibited within the corporate limits of the City of Cedar Falls except on the dates and times authorized by this section.
- (g) *Violation; Appeal.* A person who violates this section commits a simple misdemeanor punishable by a fine of not less than two hundred fifty dollars.

INTRODUCED: _____ November 7, 2022

PASSED 1st CONSIDERATION: _____ November 7, 2022

PASSED 2nd CONSIDERATION: _____

PASSED 3rd CONSIDERATION: _____

ADOPTED: _____

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

ORDINANCE NO. ~~30203019~~

AN ORDINANCE AMENDING SECTION 16-24, FIREWORKS, OF ARTICLE I, IN GENERAL, OF CHAPTER 16, OFFENSES AND MISCELLANEOUS PROVISIONS, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, CHANGING THE DATES AND TIMES OF ALLOWED USE OF CONSUMER FIREWORKS AND CHANGING THE PENALTY FOR VIOLATION TO A SIMPLE MISDEMEANOR.

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

Subsection 16-24(b), Prohibitions and Use, of Section 16-24, Fireworks, of Article I, In General, of Chapter 16, Offenses and Miscellaneous Provisions, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Subsection 16-24(b), Prohibitions and Use, is enacted in lieu thereof, as follows:

(b) *Prohibitions and use.*

- (1) It shall be unlawful for any person to use or explode any consumer fireworks within the corporate limits of the City of Cedar Falls except on ~~July 3 and~~ July 4 of each year between the hours of ~~9:00 a.m. 12:00 noon~~ and ~~11:00 10:30~~ p.m. Any additional days of allowed use may be designated by resolution of council if adopted between the dates of January 1 and March 1 of each year to apply to the same calendar year. This section shall not apply to novelties.
- (2) The use of consumer fireworks that mimic display fireworks or rise to 150 decibels or to 210 feet elevation is banned from use at all times within the corporate limits of the City of Cedar Falls unless the user has obtained a permit as provided in subsection 16-24(e).
- (3) Consistent with the Code of Iowa, use of fireworks within the corporate limits of the City of Cedar Falls shall only occur on the user's owned real property or on real property where the owner has given consent prior to use. Use of fireworks, unless a permit has been obtained, is not allowed on city-owned property, public sidewalks, rights-of-way, streets, parks, or parking lots.
- (4) It is prohibited to direct the use of consumer fireworks in any direction other than onto the user's owned real property or the real property where the owner has given prior consent.
- (5) All consumer firework debris shall be removed from the user's real property or wherever such use has resulted in its debris being located.

(c) *Exceptions.* This section shall not apply to the use of blank cartridges for a show or the theater, or for signal purposes in athletic sports or by railroads or trucks, for signal purposes, or by a recognized military organization. This section shall not apply to any substance or composition prepared and sold for medicinal or fumigation purposes. This section shall not apply to a person using or exploding fireworks under a valid permit as provided in subsection 16-24(e).

(d) *Enforcement.*

- (1) Citations for violation of this section 16-24 shall be directed to the person observed/found to have violated this section or the owner of real property on which the evidence exists of violation of this section. Furthermore, where evidence of violation of noise or nuisance ordinances exists, such citations may also be written.

- (2) The vendors of fireworks shall be monitored during sales periods as to type of consumer fireworks sold and for compliance with subsection 16-24(f).
- (e) *Display fireworks.* The council may, upon application in writing, grant a permit for the use and explosion of display fireworks within the city limits by municipalities, fair associations, amusement parks, and other organizations or groups of individuals when the use and explosion of such display fireworks will be handled by a competent operator, and proof of liability insurance is shown. (See also section 9-20.)
- (f) *Sales.* A seller of consumer fireworks must possess a license from the state fire marshal. Any retailer or community group selling consumer fireworks must prominently display, at the entrance and exit sites, signs informing customers that the use of consumer fireworks is prohibited within the corporate limits of the City of Cedar Falls except on the dates and times authorized by this section.
- (g) *Violation; Appeal.* A person who violates this section commits a simple misdemeanor punishable by a fine of not less than two hundred fifty dollars.

INTRODUCED: _____ ~~November 7~~ October 17, 2022

PASSED 1st CONSIDERATION: _____ ~~November 7~~ October 17, 2022

PASSED 2nd CONSIDERATION: _____

PASSED 3rd CONSIDERATION: _____

ADOPTED: _____

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

ORDINANCE NO. 3021 _____

AN ORDINANCE TO REMOVE A 2/3 MAJORITY VOTE BY THE CITY COUNCIL IN THE EVENT THE PLANNING AND ZONING COMMISSION RECOMMENDS DENIAL OF A COMPREHENSIVE PLAN ADOPTION OR SUBSTANTIAL AMENDMENT BY AMENDING SECTION 18-23, POWERS AND DUTIES, UNDER ARTICLE II, PLANNING AND ZONING COMMISSION, ALL WITHIN CHAPTER 18, PLANNING, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA

WHEREAS, the City Council discussed changes to the Planning Chapter of the Municipal Code of Ordinances at the September 19, 2022 Community Development Committee meeting;

WHEREAS, a public hearing was held October 17, 2022 by the City Council; and

WHEREAS, the City Council approved an amendment to Section 18-23 of the Code of Ordinances after public hearing.

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

Subsection 5 of Section 18-23 Powers and Duties, within Article II, Planning and Zoning Commission, of Chapter 18, Planning, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby deleted and the following substituted in lieu thereof:

- (5) For the purpose of making a comprehensive plan for the physical development of the city, the commission shall make careful and comprehensive studies of the present conditions and future growth of the city, with due regard to its relation to neighboring territory. The plan shall be made with the general purpose of guiding and accomplishing a coordinated, adjusted and harmonious development of the city and its environs which will, in accordance with present and future needs, best promote health, safety, order, convenience, prosperity and general welfare, as well as efficiency and economy in the process of development. Before adopting a comprehensive plan or any part of it, or any substantial amendment thereof, the commission shall hold at least one public hearing thereon, notice of the time of which shall be given by one publication in a newspaper of general circulation in the city, not less than seven and not more than 14 days before the hearing. The adopting of the plan or part or amendment thereof shall be by resolution of the commission carried by the affirmative vote of not less than two-thirds a majority vote of all of the members of the commission. When such comprehensive plan

has been adopted as provided for in this subsection, no substantial amendment or modification thereof shall be made without such proposed change being first referred to the commission for its recommendation. Amendments or modifications to the comprehensive plan shall not become effective except by the favorable vote of a majority of all the members of the city council.

INTRODUCED: _____ November 7, 2022

PASSED 1ST CONSIDERATION: _____ November 7, 2022

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Robert M. Green, Mayor

ATTEST:

Jacqueline Daniels, MMC, City Clerk



DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls
 220 Clay Street
 Cedar Falls, Iowa 50613
 Phone: 319-273-8606
 Fax: 319-273-8610
 www.cedarfalls.com

MEMORANDUM Administration

TO: Mayor Robert M. Green and City Council

FROM: Stephanie Houk Sheetz, AICP, Director of Community Development

DATE: October 10, 2022

SUBJECT: Public Hearing for proposed amendments to Section 18-23(5) and Section 26-4(c) of the Municipal Code of Ordinances

The City Council directed staff to prepare amendments to Section 18-23(5) and Section 26-4(c) of the Municipal Code of Ordinances. Both sections pertain to a voting threshold by the City Council should the Planning & Zoning Commission recommend denial of said amendment.

The City Council set the public hearing for October 17, 2022 at their October 3rd meeting.

Background

Chapter 18 of the Municipal Code of Ordinances is related to Planning. Article II addresses the Planning and Zoning Commission. Section 18-23 details their powers and duties. In Section 18-23(5) it states that a comprehensive plan amendment must have a 2/3 majority vote by Council in the event the Planning & Zoning Commission recommends denial.

Chapter 26 of the Municipal Code of Ordinances is the Zoning Ordinance. Article I covers several general terms, with Section 26-4 addressing amendments to Chapter 26. In Section 26-4(c) it states that amendments require a favorable vote of at least 2/3 of the City Council in the event the Planning & Zoning Commission recommends denial. Zoning amendments include both text amendments and map amendments of the zoning ordinance. A text amendment is a change to a regulation, such as a change to building height or setback requirements. A map amendment is a change to the zoning map and is typically referred to as a rezoning. An example would be a property owner asking to rezone their property from A-1 to R-1, to potentially subdivide the property for future homes and public infrastructure. If approved, the zoning map is amended to reflect the new zoning designation of R-1.

In the Community Development Committee meeting on September 19, 2022, staff noted a history of local discussion on this topic of the Council's voting threshold in the event the Planning & Zoning Commission (P&Z) recommends denial. It was first discussed by P&Z in late 1998. At that time, P&Z felt the requirements were appropriate and no recommendation for change advanced to City Council. It was discussed again in 2002-2003. The Planning & Zoning Commission recommended amending the comprehensive plan super majority to a 3/4 vote to match the requirement on the zoning chapter of a 3/4 majority vote. The City Council discussed and then passed an ordinance changing both sections to a simple majority vote by

Council in the event P&Z recommended denial. The Mayor vetoed these ordinances. The City Council failed to override this veto and then unanimously passed an ordinance amending the zoning chapter to a 2/3 majority vote. This is the ordinance in place today. Both the zoning chapter and the planning chapter of our Municipal Code of Ordinances are consistent requiring a 2/3 majority vote in the event the Planning & Zoning Commission recommends denial.

Following is recent research staff conducted on several Iowa communities regarding the voting threshold for Council when the Planning & Zoning Commission recommends denial of a zoning amendment.

City	Type of Zoning Amendment (Text or Map)	Supermajority Vote	2/3	3/4
Ames	Any	No		
Cedar Falls	Any	Yes	✓	
Cedar Rapids	Any	No		
Des Moines	Text	No		
	Map	Yes		✓
Dubuque	Any	Yes		✓
Mason City	Any	No		
Iowa City	Any	No	Joint meeting required	
Waterloo	Any	Yes		✓

Evaluation

In the previous staff report dated September 23, 2002, it was noted that when the zoning ordinance was adopted in 1970 our local mandatory voting requirements were suspected to have matched an Iowa Code requirement. Council requested additional investigation on this topic. Our City Attorney reviewed several versions of Iowa Code not finding a change on this item since 1970. Staff submitted a request to the Legislative Services Agency for further research. Legislative Services researched 60-100 years of code finding no such provision in previous editions of the Iowa Code regarding a City Council voting threshold when the Planning & Zoning Commission recommends denial.

In 2003, Cedar Falls amended the zoning chapter to reduce the majority vote from 3/4 to 2/3. In reviewing additional materials from that amendment, the Mayor's 2003 veto memo explained that the majority of municipalities surveyed used a super majority requirement for zoning issues (attached).

Following is an updated listing on points of consideration staff identified related to the current proposal to amend to a simple majority vote on both comprehensive plan (§18-23(5)) and zoning amendments (§26-4(c)).

- City Council's vote is totally independent of P&Z in every situation (regardless of a recommendation for approval or denial).
- Change aligns with State Code.
- Change appears to align with some other Iowa communities.

- P&Z's role is devalued from its current status. (Often P&Z methodically reviews proposals over several meetings that typically include unlimited citizen comment periods and a thoughtful discussion among Commissioners and citizens.)
- Changing at this time may be tied to a specific issue, not a documented trend over time.
- Comprehensive Plans and Zoning Ordinances are intended to provide stability in the market due to the predictability their regulation can provide. Sometimes changes can be contentious and a simple majority Council vote could lend to regulations more easily flipping back and forth with changes in Council. Another scenario could be on-going discord on a matter, as a simple majority vote can be vetoed by the Mayor.

A situation that continues to be in our Zoning Ordinance and mandated by Iowa Code applies to a protest petition by nearby residents. Cedar Falls code states in Section 26-4(c): “.... In case a written protest against a proposed amendment, supplement or change is filed with the city clerk duly signed by the owners of 20 percent or more of the area of the lots included in such proposed change, or by the owners of 20 percent or more of the property which is located within 200 feet of the exterior boundaries of the property for which the amendment, supplement or change is proposed, such amendment shall not become effective except by the favorable vote of at least three-fourths of all the members of the city council....”

At the September 19, 2022 Committee meeting, concern was expressed that P&Z may not be engaged in the referral process or fully considering the referrals. Following is a review of the referrals made related to the Downtown Character District in 2022 and P&Z's consideration of them:

- Eliminate Shared Parking – On January 18, 2022, Council specifically referred eliminating shared parking requirements in the CD-DT. The Planning & Zoning Commission discussed the matter at their January 26, 2022 meeting and held a public hearing on February 9, 2022, recommending against eliminating it. On March 7, 2022, the City Council vote did not meet the 2/3 super majority to override P&Z's recommendation of denial, therefore it did not advance.
- Increase private parking requirements for residential uses – On January 18, 2022, Council made a general referral to review the residential parking requirement, with consensus to have P&Z consider 1 parking space per bedroom and at least one space per unit. P&Z discussed this, recommending a compromise to increase it from .5/BR to .75/BR but not less than 1 space per unit. Council passed this ordinance change in April 2022.
- Missing Middle Housing – Council discussed in March 2022, with no further referral on the topic.
- Accessory Dwelling Units – Council discussed in March 2022, with no further referral on the topic.
- Site Plan Review– On February 7, 2022, Council made a general referral to P&Z to further consider the appropriate cases for P&Z/Council site plan review vs. administrative (staff level) site plan review. P&Z discussed this and the initial goals from the visioning process at a March meeting, directing staff to prepare an amendment for consideration. On June 6, 2022, after considering five different options, P&Z recommended to add P&Z/Council review of new buildings in the UG, UG2 and Storefront frontages. P&Z also asked staff for monthly reports on all other projects to monitor the types of cases and consider if any future changes may be needed. At the July 18, 2022 Council meeting, this ordinance failed. A motion was then made and passed to petition P&Z to add review of any site plan expanding the floor plan or where

residential is being added. After initial discussion on August 10, 2022 and a public hearing on August 24th, P&Z recommended against making these additional changes to the review process. Council postponed setting a public hearing date for the revised ordinance until after considering whether to amend the voting threshold for Council when P&Z recommends denial.

- Shared Parking – On February 21, 2022, Council referred to P&Z a discussion on the criteria of shared parking to restrict shared parking to on-site only. On March 7, 2022, Council voted to modify this referral by including discussion of the location of allowable shared parking. June 6, 2022, Council added to that referral relative to shared parking downtown and to move discussion up on the committee schedule. The Community Relations & Planning Committee discussed it July 18, 2022, with consensus that shared parking should be referred to P&Z with consideration including but not limited to the location and time of day rules for shared parking. On August 1, 2022 it was referred back to Committee in order to clarify and be more specific about what Council was requesting P&Z to consider. At the subsequent committee meeting on August 15th, a motion was passed to request that the Planning and Zoning Commission again consider eliminating requirements for shared parking and to increase the parking requirement for multi-unit residential to 1 space per bedroom. The Planning & Zoning Commission held a public hearing on September 28, 2022, recommending against both amendments.
- Vinyl siding – On March 21, 2022, Council referred to P&Z the following for consideration: 1) Add an allowance for vinyl siding on any new SF dwelling, 2) Add an allowance for vinyl siding on any new residential building with less than 7 units. (duplexes, townhomes, small apartment buildings). Due to the priority of other referrals and workload, these items have not been discussed by P&Z yet. Upon completion of the above items, this will be the next topic for P&Z discussion.

Due to the length of time and complexity of the discussions/referrals, this listing may inadvertently omit an item or action. Descriptions of the discussion, actions or consensus utilize minutes from each of these meetings.

Moving Forward

Enclosed are proposed amendments to Section 18-23(5) and Section 26-4(c) of the Municipal Code of Ordinances. If Council decides to proceed with a change, staff asks for consideration of several additional changes to Section 18-23(5). The first is to align the public notice period with those found in the zoning chapter, to be not less than 7 days and not more than 14 days notice before the hearing. The second is, that upon removal of a Council super-majority, it does not seem necessary to dictate a super-majority Planning & Zoning Commission vote on a comprehensive plan amendment. Currently this section states a 2/3 majority vote by P&Z is required. There is no Iowa Code requirement on a voting threshold for the Planning & Zoning Commission.

The City Attorney has advised that to change the ordinances in question, a simple majority vote is all that is required.

Attachments:

- Redline version of proposed changes
- Draft ordinances amending City Code Section 18-23(5) and Section 26-4(c)
- 2003 Staff Report on amendments
- Planning & Zoning Commission recommendation to City Council (December 19, 2022)
- June 11, 2003 Mayor veto memo

Chapter 18 PLANNING

ARTICLE II. PLANNING AND ZONING COMMISSION

Sec. 18-23. Powers and duties.

The city planning and zoning commission shall have and possess the following powers and duties and such other powers as may be incidental to the successful carrying out of the powers vested in it in this section or such as may be expressly conferred upon it by law:

- (1) The commission shall make or cause to be made such surveys, studies, maps, plans or charts of the whole or any portion of the city and of any land outside thereof which, in the opinion of the commission, bears relation to a comprehensive plan, and shall submit such plans to the council with its studies and recommendations, and it may publish the plans.
- (2) The commission shall prepare a comprehensive plan regarding the height, number of stories and size of buildings and structures, the percentage of ground that may be occupied, the size of yards, courts and other open spaces, the density of population, and the location and use of buildings, structures and land for trade, industry, residence or other purposes, and shall prepare preliminary reports and hold public meetings and hearings and submit final reports thereon and recommendations to the council, and shall, further, recommend to the council from time to time, as conditions may require, amendments, supplements, changes or modifications in any comprehensive plan prepared by the commission.
- (3) All plans, plats or replats of subdivisions or resubdivisions of land in the city or adjacent thereto, laid out in lots or plats with the streets, alleys or other portions of the subdivision or resubdivision intended to be dedicated to the public in the city, and all proposals for the vacation of a street or partial vacation of a street, alley or public ground, shall first be submitted to the commission, and its recommendations obtained before approval by the city council.
- (4) No plan for any street, park, parkway, boulevard, trafficway, riverfront or other public improvement affecting the city plan shall be finally approved by the city, or the character or location thereof determined, unless such proposal shall first have been submitted to the commission and the commission shall have had 60 days within which to file its recommendations thereon.
- (5) For the purpose of making a comprehensive plan for the physical development of the city, the commission shall make careful and comprehensive studies of the present conditions and future growth of the city, with due regard to its relation to neighboring territory. The plan shall be made with the general purpose of guiding and accomplishing a coordinated, adjusted and harmonious development of the city and its environs which will, in accordance with present and future needs, best promote health, safety, order, convenience, prosperity and general welfare, as well as efficiency and economy in the process of development. Before adopting a comprehensive plan or any part of it, or any substantial amendment thereof, the commission shall hold at least one public hearing thereon, notice of the time of which shall be given by one publication in a newspaper of general circulation in the city, not less than ~~ten-seven~~ and not more than ~~20-14~~ days before the hearing. The adopting of the plan or part or amendment thereof shall be by resolution of the commission carried by the affirmative vote of ~~not less than two-thirds~~ a majority vote of all of the members of the commission. When such comprehensive plan has been adopted as provided for in this subsection, no substantial amendment or modification thereof shall be made without such proposed change being first referred to the commission for its recommendation. ~~Amendments or modifications to the comprehensive plan shall not become effective except by the favorable vote of a majority of all the members of the city council. may be approved by a majority vote of all of the members of the council. Passage of an ordinance, amendment, or resolution requires a majority vote of all of the members of the council. If the commission disapproves the proposed change, it may be adopted by the city council by an affirmative vote of at least two-thirds of all the members of such council.~~

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- (6) The commission may employ such technical assistance as it deems necessary, subject to budgetary limitations. Such assistance may be in the form of secretarial, consultant or legal service. The commission should, as a matter of policy, invite such assistants, the zoning administrator and the city engineer, or their representatives, to regularly attend meetings of the commission and to offer information or make suggestions regarding items under consideration.
 - (7) The city council may annually appropriate a sum of money from the general funds for the payment of the expense of the commission. The commission shall have full, complete and exclusive authority to expend for and on behalf of the city all sums of money so appropriated.
 - (8) The commission, each year, shall make a report to the mayor and city council of its proceedings, with a full statement of its receipts and disbursements and the progress of its work for the preceding fiscal year.
 - (9) The commission shall adopt such rules and regulations governing its organization and procedure as may be deemed necessary.
 - (10) The commission shall have all other powers and duties providing for planning and zoning commissions in Iowa Code ch. 414.

(Code 2017, § 21-30)

P42 12-18-02

Zoning Ordinance Amendment, Section 29-4, Voting

REQUEST: Request to approve a Zoning Ordinance Amendment, Section 29-4, relative to mandatory voting requirements for Zoning Ordinance Amendments.

PETITIONER: City of Cedar Falls Department of Developmental Services.

PROPOSAL: It is proposed to change the voting requirements for the City Council outlined in Section 29-4 of the Zoning Ordinance in the event of a recommendation of denial by the Planning and Zoning (P&Z) Commission relating to a Zoning Ordinance amendment. Currently the voting requirement to override a P&Z Commission recommendation of denial is a 3/4 vote (super-majority) by the Council (or six out of seven Council members). A similar mandatory voting requirement relating to Schematic Land Use Map Amendments (Section 21-30) requires a 2/3 City Council vote (5 out of 7 Council members) in the event of a P&Z recommendation of denial of a Land Use Map Amendment. These two separate voting requirements (2/3 vs. 3/4) can occur on the same Zoning Ordinance amendment (i.e. rezoning of property), which can create a confusing voting scenario.

BACKGROUND: The Zoning Ordinance outlines procedures for amending the Zoning Ordinance, including description of public notice requirements and also description of various mandatory voting requirement scenarios. Some of these requirements are mandated by State Code (section 414.5). Minimum State Code requirements cannot be altered. However, there are certain components of the City Zoning Ordinance that can be amended in order to reduce any potential voting confusion in the event of certain Zoning Ordinance amendments.

Zoning Ordinance amendments take two separate forms. In one case, an Ordinance Amendment can involve a simple revision to the Zoning Ordinance text, such as changing the rules for parking regulations or sign regulations or building setback regulations in a certain Zoning District. These are "text changes," but are also "Zoning Ordinance Amendments." Another typical Ordinance Amendment is when land within the City is rezoned from one zoning district classification to another (i.e. A-1 to R-1, or MU to PC-2). These types of amendments are also controlled by rules outlined in Section 29-4. In both cases the City is required to publish a public notice in the local newspaper at least seven days but no more than fourteen days before the

date of the public hearing by the Commission. There is no requirement in the Code to notify property owners or provide any other type of public notice; however, City staff will typically make efforts to notify nearby property owners in the case of a rezoning request and may post a sign near the property in question as another form of "public notice." However, these measures are not required by Code.

The Code explains in detail the voting requirements for the City Council where the ordinance amendment (i.e. rezoning) is opposed by the owners of 20% or more of the property which is located within 200 feet of the boundary of the property under consideration. This particular provision (20% of property owners within 200 feet) is found in the State Code (section 414.5) and cannot be amended. In this event (objections from 20% of property owners within 200 feet) State Code mandates a 3/4 vote by the City Council in order to approve said amendment. In this case even if the Planning and Zoning Commission recommends approval of the proposed amendment but the 20%/200 ft. objection standard is satisfied the 3/4 vote requirement by the City Council is still mandated.

This particular Zoning Code requirement (Section 29-4) also mandates a 3/4 vote by the City Council (six out of seven Council members) in the event that the Planning and Zoning Commission recommends denial of the amendment. This provision is not mandated by State Code. It is suspected that when Section 29-4 was adopted in 1970 along with the rest of the Zoning Ordinance the mandatory voting requirement relative to P&Z recommendation was established to "match" the State Code requirement relative to adjacent property owner objections (i.e. 20%/200 ft.). In other words, the Planning and Zoning Commission recommendation on zoning matters, particularly rezoning of property, imposes a heavy burden upon the City Council to override.

In addition to this particular voting standard found in the Zoning Ordinance, there is another section of the City Code, Section 21, which outlines the duties and responsibilities of the Planning and Zoning Commission. This section also outlines mandatory voting requirements relative to adoption or amendment of the City Comprehensive Plan, or parts thereof. Section 21-30-5 describes public notice requirements and voting

requirements for amendments to the Comprehensive Plan. Typically, an amendment to the Comprehensive Plan involves amendments to the City Schematic Land Use Map in some rezoning applications. In this case if the Commission recommends denial of said proposed amendment the City Council can override the recommendation only with a 2/3 vote (five out of seven Council members).

There are a number of scenarios that can occur in any given property rezoning request. The majority of such requests (i.e. rezoning to expand the industrial park area) are non-controversial to abutting property owners and the requested change agrees with the City Plan (i.e. Land Use Map). In those cases the Commission will typically recommend approval and the City Council will be able to approve the request with a simple majority of the Council (four out of seven).

In other cases a rezoning request may agree with the Land Use Map but nearby property owners may object. This has occurred with rather routine R-1, Residential rezoning requests in areas where residential development is logically expected to occur and is shown accordingly on the City Land Use Map. In this case the Planning and Zoning Commission would not need to vote on the Land Use Map issue since the rezoning agrees with the City Plan and the Commission may logically agree to recommend approval of the rezoning. However, if abutting property owners file an objection, and if that objection meets the 20%/200 foot rule outlined in the City Code and in State Code, a 3/4 City Council vote would be mandated in order to approve the rezoning request.

In other cases the Planning and Zoning Commission might not have an issue with the Land Use Map (thus no vote required) but the rezoning request may violate some other standard, such as lack of sanitary sewer service, or perhaps due to unusual public opposition, however, objections may not satisfy the 20%/200 foot rule. If the Commission recommends denial the City Council would be forced into a 3/4 vote scenario.

The most unusual scenario is a very controversial rezoning issue that involves public opposition, a Land Use Map Amendment, abutting property owner objections that satisfy

the 20%/200 ft. rule, and the Commission recommends denial. In this case the City Council would be forced into a 2/3 vote to approve the Land Use Map (five out of seven) and a 3/4 vote to approve the rezoning (six out of seven). A majority of Council members may support the rezoning (perhaps considering the larger benefit to the entire community). There may be sufficient votes to approve the Land Use Map amendment (five) but not enough to overturn the recommendation of denial on the rezoning request (six votes required). In this scenario if five Council votes approve the Land Use Map amendment, but six votes cannot be secured to approve the rezoning, the City could find itself in a legal quandary relating to justification for denial of the rezoning. A rezoning decision must be based upon a rather narrow range of legal standards: conformance with the City Plan (i.e. City Land Use Map) or conformance with sanitary sewer policies. If in the above scenario sewer service availability is not at issue, but rather a Land Use Map issue is the sole legal foundation for approval or denial the City Council may find it difficult to legally justify approval of the Land Use Map amendment but not the rezoning request.

It is obvious in the latter voting scenario that the 2/3 voting requirement (five out of seven) is out of balance with the 3/4 voting requirement (six out of seven). It is proposed to "balance" these two requirements by reducing the current 3/4 vote requirement in the event of P&Z Commission recommendation of denial on the rezoning issue from 3/4 to 2/3. The 3/4 vote standard will still remain in place for the State Code mandated scenario where 20% of abutting property owners within 200 ft. of the rezoning boundary submit a written objection. However, if there are no abutting property owner objections the Planning and Zoning Commission recommendation of denial will force only a 2/3 vote by the City Council rather than 3/4 vote.

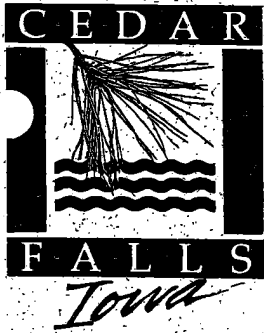
This particular proposal relating to 3/4 voting requirements was discussed by the Planning and Zoning Commission in 1998. At that time some members of the Commission raised the issue of "undue influence" the Commission might carry in rezoning decisions. This issue was debated at length. The Commission decided to take no action on any change to the Ordinance voting requirements at that time. However, the voting "imbalance" issue was not identified nor discussed at that time since that particular voting

scenario (2/3 vs. 3/4) had not occurred. It is now obvious from a recent potential voting scenario that it is possible that the Council could approve a Land Use Map Amendment (five votes) but be unable to approve the rezoning request (six votes), which undermines the legal basis for denial of the rezoning request. The potential for this rather unusual voting scenario illustrates the need to revise the voting requirements accordingly in order to minimize potential legal action against the City.

In addition to the legal implications of this voting imbalance, City staff continues to agree with assertions made by Commission members in 1998 that the Commission may indeed wield too much influence in zoning decisions. Rezoning requests often carry City-wide implications in terms of economic development impacts. While nearby residents may oppose certain requests, the proposed rezoning may indeed be the best path for the City to take. The best resolution for these types of decisions is to allow the City Council, to that extent possible, take action that represents the best interest of the entire City. The current 3/4 voting scenario imposes a severe limitation on the City Council's ability to act on behalf of the entire City.

**STAFF
RECOMMENDATION:**

The Department of Developmental Services recommends approval of the Zoning Ordinance amendment relative to Section 29-4, reducing the voting requirement of the City Council to 2/3 vote in order to override a recommendation of denial by the Planning and Zoning Commission. This vote revision will match the existing 2/3 vote requirement for amending the City Plan (Sec. 21-30). The current 3/4 vote requirement pertaining to abutting property owner objections (20% within 200 feet) will remain intact.



PLANNING AND ZONING COMMISSION

CITY OF CEDAR FALLS, IOWA
 217 WASHINGTON ST.
 CEDAR FALLS, IOWA 50613
 319-273-8606
 FAX 319-273-8610

December 19, 2002

Honorable Mayor Jon T. Crews and City Council
 City of Cedar Falls
 220 Clay Street
 Cedar Falls, Iowa 50613

RE: Zoning Ordinance Amendment, Mandatory Voting, Section 29-4

Dear Mayor and City Council:

The Cedar Falls Planning and Zoning Commission met in regular session on Wednesday, December 18, 2002 at 7:00 p.m. in the City Hall Council Chambers, 220 Clay Street. At that time the Commission considered a request from the City Department of Developmental Services to amend Section 29-4-c of the Zoning Ordinance, which outlines mandatory voting requirements for the City Council in the event that a Zoning Ordinance amendment is recommended for denial by the Planning and Zoning Commission (i.e. 3/4 vote).

Chair Montz introduced the matter and noted that there is a Committee report on the request. Ms. Hays made a motion to receive and file the Committee report. Ms. Anglum seconded the motion. The motion was approved unanimously.

Mr. Montz also noted that a public hearing is required on the proposed ordinance amendment. He noted proof of publication of public notice. Mr. Eck made a motion to receive and file proof of public notice. Ms. Hays seconded the motion. The motion was approved unanimously. Mr. Montz proceeded to explain the rules of the public hearing and declared the hearing open.

City Planner Martin Ryan provided background information. He described the 3/4 voting scenario imposed upon the City Council in the event of a recommendation of denial by the Planning and Zoning Commission. He noted that many Iowa cities have this voting requirement, which was originally based upon a State law, which is no longer in effect. Cedar Rapids, for example, has no extraordinary voting requirements in their ordinance based upon P&Z recommendation of denial. Mr. Ryan also noted there is another

section of the City Code, Section 21-30-5, which specifies a 2/3 voting requirement relative to amendments to the Comprehensive Plan (i.e. City Schematic Land Use Map). In that case if the Commission recommends denial of a land use map amendment the Council is required to have a 2/3 vote to overturn the negative recommendation. Mr. Ryan noted that the 2/3 – 3/4 voting requirements can occur on the same rezoning issue (i.e. recent Wal-Mart rezoning) which can create a voting “imbalance” on the City Council. He recommended that these two voting standards be balanced with a 2/3 vote in each case.

No persons were present to speak either in favor or in opposition to the proposal. Mr. Montz declared the public hearing closed.

Commission members had a number of comments on the proposal. It was generally agreed that the two voting standards should be balanced. However, Mr. Kressig was concerned that a 2/3 voting standard would minimize the impact that the Commission recommendation has on the City Council. Ms. Anglum stated that the Commission specializes in zoning and planning issues and is in a good position to make informed decisions that reflect the desires of the community. She felt that a 2/3 voting standard may not fully reflect the Commission’s efforts in this regard. Ms. Hays agreed, noting the time and energy put into preparation of the Comprehensive Plan. Mr. Eck voiced his support for retaining the 3/4 vote in the Zoning Ordinance and increasing the 2/3 vote on land use map issues to 3/4. Mr. Wieland noted that the Commission is not a political body but is a research and recommending body. The Commission should be given broad authority in zoning matters.

Following all discussion Mr. Eck made a motion to retain the current 3/4 voting standard in Section 29-4 and to recommend changing the 2/3 voting requirement in Section 21-30-5 from 2/3 to 3/4. Mr. Kressig seconded the motion. The motion was approved unanimously with 7 ayes (Andersen, Anglum, Darrah, Eck, Hays, Kressig, Wieland), 0 nays.

Respectfully submitted,




David Montz, Chair



OFFICE OF THE MAYOR
CITY OF CEDAR FALLS, IOWA
220 CLAY STREET
CEDAR FALLS, IOWA 50613
319-268-5119
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MEMORANDUM

TO: City Council
FROM: Mayor Jon Crews 
DATE: June 11, 2003
RE: Passage of recent ordinances at June 9 City Council meeting

This communication is an official notice to City Council that, as Mayor of Cedar Falls, I am hereby issuing a written veto of Ordinance No. 2436, passed by the City Council on a simple majority vote on June 9, 2003.

I believe that, for the purpose of balance of governmental authority, the system we have had in place in Cedar Falls for the last 33 years has worked well for the benefit of all residents. The Planning & Zoning Commission spends a great deal of time reviewing and analyzing planning and zoning issues. A negative vote by that Commission, I believe, should require a slightly higher margin than a simple majority.

I am recommending that the City Council adopt a change to the Zoning Ordinance that would reduce the requirement from three-fourths to two-thirds to match the current Schematic Land Use requirement of two-thirds. That would require a vote of three council members to stop the overturning of a negative recommendation from Planning & Zoning Commission on both Schematic Land Use issues and on the Zoning issues. If the ordinances are passed and adopted as a simple majority, whoever is in the Mayor's position still could veto any City Council override of planning and zoning negative votes on zoning or schematic land use and require a two-thirds vote of the Council. This provision of State law underscores the need for a consistent two-thirds vote.

On the Zoning issue, the City Attorney has recommended that it would take a three-fourths vote of the City Council to approve a simple majority ordinance. The majority of the Council (by simple majority) has elected to act contrary to that advice. I believe we should follow the City

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Attorney's advice that is supported by the City Clerk, the City Planner, and the Department Directors who oversee those divisions. They all feel that the safest approach to avoid future litigation on the legality of the ordinance is to approve the ordinance with a three-fourths vote instead of a simple majority vote.

It is clear that our current system has worked well. The majority of municipalities surveyed use a super majority requirement for zoning issues. The State requires a three-fourths vote if enough nearby residents object. Therefore, I think it is consistent to hold a higher standard than a simple majority for overturning recommendations by the Cedar Falls Planning and Zoning Commission.

Given these reasons for this veto, I hope the council and citizens will support this decision.



DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls
 220 Clay Street
 Cedar Falls, Iowa 50613
 Phone: 319-273-8606
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MEMORANDUM Administration

TO: Mayor Robert M. Green and City Council

FROM: Stephanie Houk Sheetz, AICP, Director of Community Development

DATE: October 10, 2022

SUBJECT: Public Hearing for proposed amendments to Section 18-23(5) and Section 26-4(c) of the Municipal Code of Ordinances

The City Council directed staff to prepare amendments to Section 18-23(5) and Section 26-4(c) of the Municipal Code of Ordinances. Both sections pertain to a voting threshold by the City Council should the Planning & Zoning Commission recommend denial of said amendment.

The City Council set the public hearing for October 17, 2022 at their October 3rd meeting.

Background

Chapter 18 of the Municipal Code of Ordinances is related to Planning. Article II addresses the Planning and Zoning Commission. Section 18-23 details their powers and duties. In Section 18-23(5) it states that a comprehensive plan amendment must have a 2/3 majority vote by Council in the event the Planning & Zoning Commission recommends denial.

Chapter 26 of the Municipal Code of Ordinances is the Zoning Ordinance. Article I covers several general terms, with Section 26-4 addressing amendments to Chapter 26. In Section 26-4(c) it states that amendments require a favorable vote of at least 2/3 of the City Council in the event the Planning & Zoning Commission recommends denial. Zoning amendments include both text amendments and map amendments of the zoning ordinance. A text amendment is a change to a regulation, such as a change to building height or setback requirements. A map amendment is a change to the zoning map and is typically referred to as a rezoning. An example would be a property owner asking to rezone their property from A-1 to R-1, to potentially subdivide the property for future homes and public infrastructure. If approved, the zoning map is amended to reflect the new zoning designation of R-1.

In the Community Development Committee meeting on September 19, 2022, staff noted a history of local discussion on this topic of the Council's voting threshold in the event the Planning & Zoning Commission (P&Z) recommends denial. It was first discussed by P&Z in late 1998. At that time, P&Z felt the requirements were appropriate and no recommendation for change advanced to City Council. It was discussed again in 2002-2003. The Planning & Zoning Commission recommended amending the comprehensive plan super majority to a 3/4 vote to match the requirement on the zoning chapter of a 3/4 majority vote. The City Council discussed and then passed an ordinance changing both sections to a simple majority vote by

Council in the event P&Z recommended denial. The Mayor vetoed these ordinances. The City Council failed to override this veto and then unanimously passed an ordinance amending the zoning chapter to a 2/3 majority vote. This is the ordinance in place today. Both the zoning chapter and the planning chapter of our Municipal Code of Ordinances are consistent requiring a 2/3 majority vote in the event the Planning & Zoning Commission recommends denial.

Following is recent research staff conducted on several Iowa communities regarding the voting threshold for Council when the Planning & Zoning Commission recommends denial of a zoning amendment.

City	Type of Zoning Amendment (Text or Map)	Supermajority Vote	2/3	3/4
Ames	Any	No		
Cedar Falls	Any	Yes	✓	
Cedar Rapids	Any	No		
Des Moines	Text	No		
	Map	Yes		✓
Dubuque	Any	Yes		✓
Mason City	Any	No		
Iowa City	Any	No	Joint meeting required	
Waterloo	Any	Yes		✓

Evaluation

In the previous staff report dated September 23, 2002, it was noted that when the zoning ordinance was adopted in 1970 our local mandatory voting requirements were suspected to have matched an Iowa Code requirement. Council requested additional investigation on this topic. Our City Attorney reviewed several versions of Iowa Code not finding a change on this item since 1970. Staff submitted a request to the Legislative Services Agency for further research. Legislative Services researched 60-100 years of code finding no such provision in previous editions of the Iowa Code regarding a City Council voting threshold when the Planning & Zoning Commission recommends denial.

In 2003, Cedar Falls amended the zoning chapter to reduce the majority vote from 3/4 to 2/3. In reviewing additional materials from that amendment, the Mayor’s 2003 veto memo explained that the majority of municipalities surveyed used a super majority requirement for zoning issues (attached).

Following is an updated listing on points of consideration staff identified related to the current proposal to amend to a simple majority vote on both comprehensive plan (§18-23(5)) and zoning amendments (§26-4(c)).

- City Council’s vote is totally independent of P&Z in every situation (regardless of a recommendation for approval or denial).
- Change aligns with State Code.
- Change appears to align with some other Iowa communities.

- P&Z's role is devalued from its current status. (Often P&Z methodically reviews proposals over several meetings that typically include unlimited citizen comment periods and a thoughtful discussion among Commissioners and citizens.)
- Changing at this time may be tied to a specific issue, not a documented trend over time.
- Comprehensive Plans and Zoning Ordinances are intended to provide stability in the market due to the predictability their regulation can provide. Sometimes changes can be contentious and a simple majority Council vote could lend to regulations more easily flipping back and forth with changes in Council. Another scenario could be on-going discord on a matter, as a simple majority vote can be vetoed by the Mayor.

A situation that continues to be in our Zoning Ordinance and mandated by Iowa Code applies to a protest petition by nearby residents. Cedar Falls code states in Section 26-4(c): "... In case a written protest against a proposed amendment, supplement or change is filed with the city clerk duly signed by the owners of 20 percent or more of the area of the lots included in such proposed change, or by the owners of 20 percent or more of the property which is located within 200 feet of the exterior boundaries of the property for which the amendment, supplement or change is proposed, such amendment shall not become effective except by the favorable vote of at least three-fourths of all the members of the city council...."

At the September 19, 2022 Committee meeting, concern was expressed that P&Z may not be engaged in the referral process or fully considering the referrals. Following is a review of the referrals made related to the Downtown Character District in 2022 and P&Z's consideration of them:

- Eliminate Shared Parking – On January 18, 2022, Council specifically referred eliminating shared parking requirements in the CD-DT. The Planning & Zoning Commission discussed the matter at their January 26, 2022 meeting and held a public hearing on February 9, 2022, recommending against eliminating it. On March 7, 2022, the City Council vote did not meet the 2/3 super majority to override P&Z's recommendation of denial, therefore it did not advance.
- Increase private parking requirements for residential uses – On January 18, 2022, Council made a general referral to review the residential parking requirement, with consensus to have P&Z consider 1 parking space per bedroom and at least one space per unit. P&Z discussed this, recommending a compromise to increase it from .5/BR to .75/BR but not less than 1 space per unit. Council passed this ordinance change in April 2022.
- Missing Middle Housing – Council discussed in March 2022, with no further referral on the topic.
- Accessory Dwelling Units – Council discussed in March 2022, with no further referral on the topic.
- Site Plan Review – On February 7, 2022, Council made a general referral to P&Z to further consider the appropriate cases for P&Z/Council site plan review vs. administrative (staff level) site plan review. P&Z discussed this and the initial goals from the visioning process at a March meeting, directing staff to prepare an amendment for consideration. On June 6, 2022, after considering five different options, P&Z recommended to add P&Z/Council review of new buildings in the UG, UG2 and Storefront frontages. P&Z also asked staff for monthly reports on all other projects to monitor the types of cases and consider if any future changes may be needed. At the July 18, 2022 Council meeting, this ordinance failed. A motion was then made and passed to petition P&Z to add review of any site plan expanding the floor plan or where

residential is being added. After initial discussion on August 10, 2022 and a public hearing on August 24th, P&Z recommended against making these additional changes to the review process. Council postponed setting a public hearing date for the revised ordinance until after considering whether to amend the voting threshold for Council when P&Z recommends denial.

- Shared Parking – On February 21, 2022, Council referred to P&Z a discussion on the criteria of shared parking to restrict shared parking to on-site only. On March 7, 2022, Council voted to modify this referral by including discussion of the location of allowable shared parking. June 6, 2022, Council added to that referral relative to shared parking downtown and to move discussion up on the committee schedule. The Community Relations & Planning Committee discussed it July 18, 2022, with consensus that shared parking should be referred to P&Z with consideration including but not limited to the location and time of day rules for shared parking. On August 1, 2022 it was referred back to Committee in order to clarify and be more specific about what Council was requesting P&Z to consider. At the subsequent committee meeting on August 15th, a motion was passed to request that the Planning and Zoning Commission again consider eliminating requirements for shared parking and to increase the parking requirement for multi-unit residential to 1 space per bedroom. The Planning & Zoning Commission held a public hearing on September 28, 2022, recommending against both amendments.
- Vinyl siding – On March 21, 2022, Council referred to P&Z the following for consideration: 1) Add an allowance for vinyl siding on any new SF dwelling, 2) Add an allowance for vinyl siding on any new residential building with less than 7 units. (duplexes, townhomes, small apartment buildings). Due to the priority of other referrals and workload, these items have not been discussed by P&Z yet. Upon completion of the above items, this will be the next topic for P&Z discussion.

Due to the length of time and complexity of the discussions/referrals, this listing may inadvertently omit an item or action. Descriptions of the discussion, actions or consensus utilize minutes from each of these meetings.

Moving Forward

Enclosed are proposed amendments to Section 18-23(5) and Section 26-4(c) of the Municipal Code of Ordinances. If Council decides to proceed with a change, staff asks for consideration of several additional changes to Section 18-23(5). The first is to align the public notice period with those found in the zoning chapter, to be not less than 7 days and not more than 14 days notice before the hearing. The second is, that upon removal of a Council super-majority, it does not seem necessary to dictate a super-majority Planning & Zoning Commission vote on a comprehensive plan amendment. Currently this section states a 2/3 majority vote by P&Z is required. There is no Iowa Code requirement on a voting threshold for the Planning & Zoning Commission.

The City Attorney has advised that to change the ordinances in question, a simple majority vote is all that is required.

Attachments:

- Redline version of proposed changes
- Draft ordinances amending City Code Section 18-23(5) and Section 26-4(c)
- 2003 Staff Report on amendments
- Planning & Zoning Commission recommendation to City Council (December 19, 2022)
- June 11, 2003 Mayor veto memo

Chapter 26 - ZONING

ARTICLE I. - IN GENERAL

Sec. 26-4. Amendments to chapter.

- (a) The city council may, from time to time, on its own action or on petition, after public notice and hearings as provided by law, and after reports by the city planning and zoning commission, amend, supplement or change the boundaries or regulations established in this chapter or subsequently established. Such amendment shall not become effective except by the favorable vote of a majority of all the members of the city council.
- (b) Prior to and in addition to the requirements of subsection (a) of this section, whenever any person desires that any amendment or change be made in this chapter as to any property in the city, there shall be presented to the city planning and zoning commission a petition requesting such change or amendment signed by the owners of at least 50 percent of the area of all the real estate included within the boundaries of the tract as described in the petition. The petition shall contain a legal description of the real estate for which rezoning is requested, the existing zoning classification and the requested zoning classification. The petition shall also have attached to it a plat which identifies the real estate for which rezoning is requested and which also shows all public streets and highways within a distance of 300 feet; the platted addition, if any, or the government section number and quarters in which the real estate is located; the existing zoning classification; and the requested zoning classification. Such plats shall be of a scale of not less than 300 feet to one inch. Within 30 days after the filing of such petition, the city planning and zoning commission, acting as a commission or acting through its chairperson, vice-chairperson or other authorized agent, shall fix a time, date and place of hearing on the petition, which date shall be no more than 60 days after the filing of such petition. The petitioner for such change or amendment shall thereafter cause a notice of hearing to be published once in a newspaper of general circulation published within the city, at least seven but not more than 14 days before the date fixed for such hearing. Such notice shall contain the time, date and place of the hearing, the existing zoning classification, the requested zoning classification and a reproduction of the plat attached to the petition, and shall be signed by the petitioners. The city planning and zoning commission may, upon the unanimous approval of the members present at a meeting, act upon a petition for rezoning or initiate a zoning change or amendment without the necessity of such a plat, notice or hearing.
- (c) ~~In case the proposed amendment, supplement or change is disapproved by the city planning and zoning commission, such amendment, supplement or change shall not become effective except by the favorable vote of at least two-thirds of all the members of the city council.~~ In case a written protest against a proposed amendment, supplement or change is filed with the city clerk duly signed by the owners of 20 percent or more of the area of the lots included in such proposed change, or by the owners of 20 percent or more of the property which is located within 200 feet of the exterior boundaries of the property for which the amendment, supplement or change is proposed, such amendment shall not become effective except by the favorable vote of at least three-fourths of all the members of the city council. Whenever any petition for an amendment, supplement or change of the zoning or regulations contained in this chapter or subsequently established shall have been denied by the city council, then no new petition covering the same property or the same property and additional property shall be filed with or considered by the city council until six months shall have elapsed from the date of the filing of the first petition.
- (d) Unless any lot, tract or parcel of land hereafter zoned to a less restrictive classification than as provided in this chapter has been used or developed for such less restrictive classification within two years from such rezoning, or unless there exists an unexpired building permit for the development thereof at the end of such two years, the city planning and zoning commission may, prior to the bona fide commencement of the use or development of the land in its less restrictive classification, after seven days' notice, in writing, to the then record owner of the land providing a reasonable opportunity to be heard, initiate and recommend to the city council that the land be rezoned to its zoning classification as established at the date of the passage of the ordinance from which this chapter is derived.

- (e) Before any action has been taken as provided in this section, the party proposing or recommending a change in district regulations or district boundaries shall deposit with the city clerk such sum as established by the council from time to time to cover the costs of this procedure. The fee will be nonrefundable.

(Ord. No. 2922, § 1(29-4), 5-7-2018)

ORDINANCE NO. 3022

AN ORDINANCE TO REMOVE A 2/3 MAJORITY VOTE BY THE CITY COUNCIL IN THE EVENT THE PLANNING AND ZONING COMMISSION RECOMMENDS DENIAL OF AN AMENDMENT, SUPPLEMENT OR CHANGE BY AMENDING SECTION 26-4, AMENDMENTS TO CHAPTER, UNDER ARTICLE I, IN GENERAL; ALL WITHIN CHAPTER 26, ZONING, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA

WHEREAS, the City Council discussed changes to the Zoning Chapter of the Municipal Code of Ordinances at the September 19, 2022 Community Development Committee meeting; and

WHEREAS, a public hearing was held October 17, 2022 by the City Council; and

WHEREAS, the City Council approved an amendment to Section 26-4 of the Code of Ordinances after public hearing.

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

Subsection (c) of Section 26-4 Amendments to Chapter within Article I, In General, of Chapter 26, Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby deleted and the following substituted in lieu thereof:

- (c) In case a written protest against a proposed amendment, supplement or change is filed with the city clerk duly signed by the owners of 20 percent or more of the area of the lots included in such proposed change, or by the owners of 20 percent or more of the property which is located within 200 feet of the exterior boundaries of the property for which the amendment, supplement or change is proposed, such amendment shall not become effective except by the favorable vote of at least three-fourths of all the members of the city council. Whenever any petition for an amendment, supplement or change of the zoning or regulations contained in this chapter or subsequently established shall have been denied by the city council, then no new petition covering the same property or the same property and additional property shall be filed with or considered by the city council until six months shall have elapsed from the date of the filing of the first petition.

INTRODUCED: _____ November 7, 2022

PASSED 1ST CONSIDERATION: _____ November 7, 2022

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

P42 12-18-02

Zoning Ordinance Amendment, Section 29-4, Voting

REQUEST: Request to approve a Zoning Ordinance Amendment, Section 29-4, relative to mandatory voting requirements for Zoning Ordinance Amendments.

PETITIONER: City of Cedar Falls Department of Developmental Services.

PROPOSAL: It is proposed to change the voting requirements for the City Council outlined in Section 29-4 of the Zoning Ordinance in the event of a recommendation of denial by the Planning and Zoning (P&Z) Commission relating to a Zoning Ordinance amendment. Currently the voting requirement to override a P&Z Commission recommendation of denial is a 3/4 vote (super-majority) by the Council (or six out of seven Council members). A similar mandatory voting requirement relating to Schematic Land Use Map Amendments (Section 21-30) requires a 2/3 City Council vote (5 out of 7 Council members) in the event of a P&Z recommendation of denial of a Land Use Map Amendment. These two separate voting requirements (2/3 vs. 3/4) can occur on the same Zoning Ordinance amendment (i.e. rezoning of property), which can create a confusing voting scenario.

BACKGROUND: The Zoning Ordinance outlines procedures for amending the Zoning Ordinance, including description of public notice requirements and also description of various mandatory voting requirement scenarios. Some of these requirements are mandated by State Code (section 414.5). Minimum State Code requirements cannot be altered. However, there are certain components of the City Zoning Ordinance that can be amended in order to reduce any potential voting confusion in the event of certain Zoning Ordinance amendments.

Zoning Ordinance amendments take two separate forms. In one case, an Ordinance Amendment can involve a simple revision to the Zoning Ordinance text, such as changing the rules for parking regulations or sign regulations or building setback regulations in a certain Zoning District. These are "text changes," but are also "Zoning Ordinance Amendments." Another typical Ordinance Amendment is when land within the City is rezoned from one zoning district classification to another (i.e. A-1 to R-1, or MU to PC-2). These types of amendments are also controlled by rules outlined in Section 29-4. In both cases the City is required to publish a public notice in the local newspaper at least seven days but no more than fourteen days before the

date of the public hearing by the Commission. There is no requirement in the Code to notify property owners or provide any other type of public notice; however, City staff will typically make efforts to notify nearby property owners in the case of a rezoning request and may post a sign near the property in question as another form of "public notice." However, these measures are not required by Code.

The Code explains in detail the voting requirements for the City Council where the ordinance amendment (i.e. rezoning) is opposed by the owners of 20% or more of the property which is located within 200 feet of the boundary of the property under consideration. This particular provision (20% of property owners within 200 feet) is found in the State Code (section 414.5) and cannot be amended. In this event (objections from 20% of property owners within 200 feet) State Code mandates a 3/4 vote by the City Council in order to approve said amendment. In this case even if the Planning and Zoning Commission recommends approval of the proposed amendment but the 20%/200 ft. objection standard is satisfied the 3/4 vote requirement by the City Council is still mandated.

This particular Zoning Code requirement (Section 29-4) also mandates a 3/4 vote by the City Council (six out of seven Council members) in the event that the Planning and Zoning Commission recommends denial of the amendment. This provision is not mandated by State Code. It is suspected that when Section 29-4 was adopted in 1970 along with the rest of the Zoning Ordinance the mandatory voting requirement relative to P&Z recommendation was established to "match" the State Code requirement relative to adjacent property owner objections (i.e. 20%/200 ft.). In other words, the Planning and Zoning Commission recommendation on zoning matters, particularly rezoning of property, imposes a heavy burden upon the City Council to override.

In addition to this particular voting standard found in the Zoning Ordinance, there is another section of the City Code, Section 21, which outlines the duties and responsibilities of the Planning and Zoning Commission. This section also outlines mandatory voting requirements relative to adoption or amendment of the City Comprehensive Plan, or parts thereof. Section 21-30-5 describes public notice requirements and voting

requirements for amendments to the Comprehensive Plan. Typically, an amendment to the Comprehensive Plan involves amendments to the City Schematic Land Use Map in some rezoning applications. In this case if the Commission recommends denial of said proposed amendment the City Council can override the recommendation only with a 2/3 vote (five out of seven Council members).

There are a number of scenarios that can occur in any given property rezoning request. The majority of such requests (i.e. rezoning to expand the industrial park area) are non-controversial to abutting property owners and the requested change agrees with the City Plan (i.e. Land Use Map). In those cases the Commission will typically recommend approval and the City Council will be able to approve the request with a simple majority of the Council (four out of seven).

In other cases a rezoning request may agree with the Land Use Map but nearby property owners may object. This has occurred with rather routine R-1, Residential rezoning requests in areas where residential development is logically expected to occur and is shown accordingly on the City Land Use Map. In this case the Planning and Zoning Commission would not need to vote on the Land Use Map issue since the rezoning agrees with the City Plan and the Commission may logically agree to recommend approval of the rezoning. However, if abutting property owners file an objection, and if that objection meets the 20%/200 foot rule outlined in the City Code and in State Code, a 3/4 City Council vote would be mandated in order to approve the rezoning request.

In other cases the Planning and Zoning Commission might not have an issue with the Land Use Map (thus no vote required) but the rezoning request may violate some other standard, such as lack of sanitary sewer service, or perhaps due to unusual public opposition, however, objections may not satisfy the 20%/200 foot rule. If the Commission recommends denial the City Council would be forced into a 3/4 vote scenario.

The most unusual scenario is a very controversial rezoning issue that involves public opposition, a Land Use Map Amendment, abutting property owner objections that satisfy

the 20%/200 ft. rule, and the Commission recommends denial. In this case the City Council would be forced into a 2/3 vote to approve the Land Use Map (five out of seven) and a 3/4 vote to approve the rezoning (six out of seven). A majority of Council members may support the rezoning (perhaps considering the larger benefit to the entire community). There may be sufficient votes to approve the Land Use Map amendment (five) but not enough to overturn the recommendation of denial on the rezoning request (six votes required). In this scenario if five Council votes approve the Land Use Map amendment, but six votes cannot be secured to approve the rezoning, the City could find itself in a legal quandary relating to justification for denial of the rezoning. A rezoning decision must be based upon a rather narrow range of legal standards: conformance with the City Plan (i.e. City Land Use Map) or conformance with sanitary sewer policies. If in the above scenario sewer service availability is not at issue, but rather a Land Use Map issue is the sole legal foundation for approval or denial the City Council may find it difficult to legally justify approval of the Land Use Map amendment but not the rezoning request.

It is obvious in the latter voting scenario that the 2/3 voting requirement (five out of seven) is out of balance with the 3/4 voting requirement (six out of seven). It is proposed to "balance" these two requirements by reducing the current 3/4 vote requirement in the event of P&Z Commission recommendation of denial on the rezoning issue from 3/4 to 2/3. The 3/4 vote standard will still remain in place for the State Code mandated scenario where 20% of abutting property owners within 200 ft. of the rezoning boundary submit a written objection. However, if there are no abutting property owner objections the Planning and Zoning Commission recommendation of denial will force only a 2/3 vote by the City Council rather than 3/4 vote.

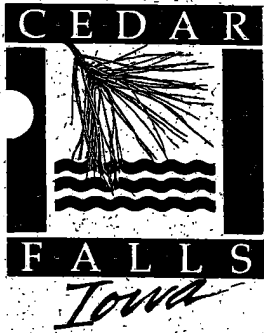
This particular proposal relating to 3/4 voting requirements was discussed by the Planning and Zoning Commission in 1998. At that time some members of the Commission raised the issue of "undue influence" the Commission might carry in rezoning decisions. This issue was debated at length. The Commission decided to take no action on any change to the Ordinance voting requirements at that time. However, the voting "imbalance" issue was not identified nor discussed at that time since that particular voting

scenario (2/3 vs. 3/4) had not occurred. It is now obvious from a recent potential voting scenario that it is possible that the Council could approve a Land Use Map Amendment (five votes) but be unable to approve the rezoning request (six votes), which undermines the legal basis for denial of the rezoning request. The potential for this rather unusual voting scenario illustrates the need to revise the voting requirements accordingly in order to minimize potential legal action against the City.

In addition to the legal implications of this voting imbalance, City staff continues to agree with assertions made by Commission members in 1998 that the Commission may indeed wield too much influence in zoning decisions. Rezoning requests often carry City-wide implications in terms of economic development impacts. While nearby residents may oppose certain requests, the proposed rezoning may indeed be the best path for the City to take. The best resolution for these types of decisions is to allow the City Council, to that extent possible, take action that represents the best interest of the entire City. The current 3/4 voting scenario imposes a severe limitation on the City Council's ability to act on behalf of the entire City.

**STAFF
RECOMMENDATION:**

The Department of Developmental Services recommends approval of the Zoning Ordinance amendment relative to Section 29-4, reducing the voting requirement of the City Council to 2/3 vote in order to override a recommendation of denial by the Planning and Zoning Commission. This vote revision will match the existing 2/3 vote requirement for amending the City Plan (Sec. 21-30). The current 3/4 vote requirement pertaining to abutting property owner objections (20% within 200 feet) will remain intact.



PLANNING AND ZONING COMMISSION

CITY OF CEDAR FALLS, IOWA
 217 WASHINGTON ST.
 CEDAR FALLS, IOWA 50613
 319-273-8606
 FAX 319-273-8610

December 19, 2002

Honorable Mayor Jon T. Crews and City Council
 City of Cedar Falls
 220 Clay Street
 Cedar Falls, Iowa 50613

RE: Zoning Ordinance Amendment, Mandatory Voting, Section 29-4

Dear Mayor and City Council:

The Cedar Falls Planning and Zoning Commission met in regular session on Wednesday, December 18, 2002 at 7:00 p.m. in the City Hall Council Chambers, 220 Clay Street. At that time the Commission considered a request from the City Department of Developmental Services to amend Section 29-4-c of the Zoning Ordinance, which outlines mandatory voting requirements for the City Council in the event that a Zoning Ordinance amendment is recommended for denial by the Planning and Zoning Commission (i.e. 3/4 vote).

Chair Montz introduced the matter and noted that there is a Committee report on the request. Ms. Hays made a motion to receive and file the Committee report. Ms. Anglum seconded the motion. The motion was approved unanimously.

Mr. Montz also noted that a public hearing is required on the proposed ordinance amendment. He noted proof of publication of public notice. Mr. Eck made a motion to receive and file proof of public notice. Ms. Hays seconded the motion. The motion was approved unanimously. Mr. Montz proceeded to explain the rules of the public hearing and declared the hearing open.

City Planner Martin Ryan provided background information. He described the 3/4 voting scenario imposed upon the City Council in the event of a recommendation of denial by the Planning and Zoning Commission. He noted that many Iowa cities have this voting requirement, which was originally based upon a State law, which is no longer in effect. Cedar Rapids, for example, has no extraordinary voting requirements in their ordinance based upon P&Z recommendation of denial. Mr. Ryan also noted there is another

section of the City Code, Section 21-30-5, which specifies a 2/3 voting requirement relative to amendments to the Comprehensive Plan (i.e. City Schematic Land Use Map). In that case if the Commission recommends denial of a land use map amendment the Council is required to have a 2/3 vote to overturn the negative recommendation. Mr. Ryan noted that the 2/3 – 3/4 voting requirements can occur on the same rezoning issue (i.e. recent Wal-Mart rezoning) which can create a voting “imbalance” on the City Council. He recommended that these two voting standards be balanced with a 2/3 vote in each case.

No persons were present to speak either in favor or in opposition to the proposal. Mr. Montz declared the public hearing closed.

Commission members had a number of comments on the proposal. It was generally agreed that the two voting standards should be balanced. However, Mr. Kressig was concerned that a 2/3 voting standard would minimize the impact that the Commission recommendation has on the City Council. Ms. Anglum stated that the Commission specializes in zoning and planning issues and is in a good position to make informed decisions that reflect the desires of the community. She felt that a 2/3 voting standard may not fully reflect the Commission’s efforts in this regard. Ms. Hays agreed, noting the time and energy put into preparation of the Comprehensive Plan. Mr. Eck voiced his support for retaining the 3/4 vote in the Zoning Ordinance and increasing the 2/3 vote on land use map issues to 3/4. Mr. Wieland noted that the Commission is not a political body but is a research and recommending body. The Commission should be given broad authority in zoning matters.

Following all discussion Mr. Eck made a motion to retain the current 3/4 voting standard in Section 29-4 and to recommend changing the 2/3 voting requirement in Section 21-30-5 from 2/3 to 3/4. Mr. Kressig seconded the motion. The motion was approved unanimously with 7 ayes (Andersen, Anglum, Darrah, Eck, Hays, Kressig, Wieland), 0 nays.

Respectfully submitted,




David Montz, Chair



OFFICE OF THE MAYOR
CITY OF CEDAR FALLS, IOWA
220 CLAY STREET
CEDAR FALLS, IOWA 50613
319-268-5119
FAX 319-268-5126

MEMORANDUM

TO: City Council
FROM: Mayor Jon Crews 
DATE: June 11, 2003
RE: Passage of recent ordinances at June 9 City Council meeting

This communication is an official notice to City Council that, as Mayor of Cedar Falls, I am hereby issuing a written veto of Ordinance No. 2436, passed by the City Council on a simple majority vote on June 9, 2003.

I believe that, for the purpose of balance of governmental authority, the system we have had in place in Cedar Falls for the last 33 years has worked well for the benefit of all residents. The Planning & Zoning Commission spends a great deal of time reviewing and analyzing planning and zoning issues. A negative vote by that Commission, I believe, should require a slightly higher margin than a simple majority.

I am recommending that the City Council adopt a change to the Zoning Ordinance that would reduce the requirement from three-fourths to two-thirds to match the current Schematic Land Use requirement of two-thirds. That would require a vote of three council members to stop the overturning of a negative recommendation from Planning & Zoning Commission on both Schematic Land Use issues and on the Zoning issues. If the ordinances are passed and adopted as a simple majority, whoever is in the Mayor's position still could veto any City Council override of planning and zoning negative votes on zoning or schematic land use and require a two-thirds vote of the Council. This provision of State law underscores the need for a consistent two-thirds vote.

On the Zoning issue, the City Attorney has recommended that it would take a three-fourths vote of the City Council to approve a simple majority ordinance. The majority of the Council (by simple majority) has elected to act contrary to that advice. I believe we should follow the City

"OUR CITIZENS ARE OUR BUSINESS"

Attorney's advice that is supported by the City Clerk, the City Planner, and the Department Directors who oversee those divisions. They all feel that the safest approach to avoid future litigation on the legality of the ordinance is to approve the ordinance with a three-fourths vote instead of a simple majority vote.

It is clear that our current system has worked well. The majority of municipalities surveyed use a super majority requirement for zoning issues. The State requires a three-fourths vote if enough nearby residents object. Therefore, I think it is consistent to hold a higher standard than a simple majority for overturning recommendations by the Cedar Falls Planning and Zoning Commission.

Given these reasons for this veto, I hope the council and citizens will support this decision.

MEETING OF STANDING COMMITTEES

City Hall, 220 Clay Street

November 7, 2022

Item 7.

The meeting of Standing Committees met at City Hall at 5:20 p.m. on November 7, 2022, with the following Committee persons in attendance: Councilmembers Susan deBuhr, Kelly Dunn, Daryl Kruse, Dustin Ganfield, Gil Schultz, and Dave Sires; absent: Simon Harding. Staff members from all City Departments and members of the community attended in person.

Finance & Business Operations Committee:

Chair Dunn called the meeting to order and introduced the first item on the Finance & Business Operations Committee Agenda, Library Interviews and introduced Kelly Stern, Library Director. Director Stern introduced Michael Graziano and Lindi Roelofse. Mr. Graziano stated he's a professor at UNI teaching in the religion and philosophy program. Ms. Roelofse stated she works at UNI as the T. Wayne Davis Chair for Entrepreneurship.

Chair Dunn introduced the second item on the Finance and Business Operation Committee Agenda, Audit Report and introduced Lisa Roeding, Controller/City Treasurer. Ms. Roeding thanked the Finance Department and stated it takes approximately 800 staff hours to complete this process. Ms. Roeding reviewed the FY2022 Comprehensive Annual Financial Report and stated the City is required to publish a complete set of audited financial statements presented in accordance with generally accepted accounting principles. Ms. Roeding stated the auditors reviewed and tested various items and gave an unmodified or clean opinion; the unmodified opinion is the highest audit assurance that you can receive on your financial statements. Ms. Roeding advised of the Schedule of Expenditures of Federal Awards, stating the City had 11 federally funded grants totaling just under \$3 million in expenditures. Ms. Roeding stated that for FY2021 the City of Cedar Falls received a Certificate of Achievement of Excellence for financial reporting from the Governmental Finance Officers Association. Ms. Roeding explained the FY2022 report will be filed with the State Auditor's office as required by Iowa Code and it will be posted on the City's website.

Chair Dunn introduced the third item on the Finance and Business Operation Committee Agenda, Review of TIF and Standard Incentive Policies and introduced Shane Graham, Economic Development Coordinator. Mr. Graham gave background information on Chapter 403 State Code of Iowa, slum & blight (no sunset date), economic development and 20-year sunset date. Mr. Graham explained the TIF reimbursement process, TIF Certifications, TIF reporting, an example of TIF and described the TIF districts in Downtown, College Hill, Pinnacle Prairie, South Cedar Falls and Unified Hwy 58. Mr. Graham also explained the development agreement assumptions and current incentives. Councilmembers discussed items pertaining to the boundaries/renewal dates of Unified Hwy 58, description of slum & blighted areas, and TIF revenue.

In the absence of Chair Harding, Administrative Supervisor Kerr called the Community Development Committee to order; stating the first item of business is the nomination and election of a temporary chair and called for nominations for a temporary chair. Councilmember Schultz nominated Councilmember Sires. Ms. Kerr called for other nominations, with no other nominations Ms. Kerr asked Councilmembers all those in favor signify by saying aye. Motion carried unanimously. Ms. Kerr declared Councilmember Sires to be temporary chair.

Community Development Committee:

Chair Sires introduced the first item on the Community Development Committee Agenda, Cedar Falls Economic Development Corp. Update and introduced Jim Brown, Cedar Falls Economic Development Corporation Executive Director. Mr. Brown discussed the benefits of Cedar Falls having an Economic Development Corporation. Mr. Brown gave an overview of Cedar Falls Economic Development Committee (CFEDC) vision statement, what CFEDC is doing, their values and their past success. Mr. Brown showed the public and private investments in the downtown and Cedar Falls industrial park. Mr.

Brown introduced Katy Susong, Vice Chair of CFEDC. Ms. Susong gave an overview of the CFEDC board and highlighted CFEDC 2022 activity. Mr. Brown is asking Councilmembers to consider a contract amendment. Option 1: Fund this fiscal year like last year, \$75,000 from Economic Development funding. Option 2: Include \$300,000 into CIP over the next three years. Councilmembers discussed continued funding, redevelopment projects and housing needs assessment.

Chair Sires introduced the second item on the Community Development Committee Agenda, Cedar Falls High School Pool Fundraising - "Jump In" and introduced Jump In Co-Chairs Traci Mallaro and Lorelei Redfern. Ms. Mallaro gave an overview of why Cedar Falls needs a pool and the impacts of a new pool to the community. Ms. Mallaro introduced Lorelei Redfern. Ms. Redfern stated the key elements of the pool design, quality of life opportunities and reviewed the cost, collaborative financing and timing. Cedar Falls School is asking the city contribution to increase by \$2.9 million for a total contribution of \$8 million. Councilmembers discussed: funding if the city were to install a city pool; capacity of hosting events; events bring in athletes, parents and spectators; number of lanes in design (10 lanes/4 lanes in therapeutic pool); Holmes and Peet pools; security of pool; location of pool excluded from referendum; Western Home pool; 28E agreement; funding ideas; maintenance of pool; percentage of school/city usage of pool; and user fees. Further discussion will take place at goal setting.

Meeting adjourned at 6:55 p.m.

Minutes by Kim Kerr, Administrative Supervisor



MAYOR ROBERT M. GREEN

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

MEMORANDUM
Office of the Mayor

FROM: Mayor Robert M. Green
TO: Cedar Falls City Council
DATE: November 15, 2022

SUBJECT: Vacancy of Visitors and Tourism Board Seat

REF: (a) Code of Ordinances, City of Cedar Falls, Section 17-303

1. In accordance with reference (a), I am declaring the Visitor and Tourism Board seat previously held by Mr. Andrew Stensland as vacant due to excessive absences, upon the advice and recommendation of the Visitors and Tourism Board Chair and the staff liaison.
2. I have notified the board member of the vacancy of the seat via letter this week. Please contact me with any questions you have about this action.

Xc: City Administrator
Director of Community Development
Tourism & Cultural Programs Manager
Chair, Visitors and Tourism Board

###

From: Jordyn Beranek
Sent: Monday, November 7, 2022 1:37 PM
To: Rob Green <Rob.Green@cedarfalls.com>
Cc: Brenda Balvanz <Brenda.Balvanz@cedarfalls.com>; Bailey Schindel <Bailey.Schindel@cedarfalls.com>; Sonja Bock

Subject: Human Rights Commission

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

Dear Mayor,

I am writing to inform you that I have made the difficult decision to leave my position on the Human Rights Commission.

I have been contemplating this for months, as my commitments have become increasingly time-consuming. It has been difficult for me to manage aspects of both my professional and personal life over the past several months.

I would like to emphasize that my departure is not related to anything about the Commission, but simply due to my need to make my demanding schedule more manageable, as well as allowing the Commission to fill my position with someone who has the necessary energy to create change.

Thank you for the opportunity to serve the citizens of Cedar Falls.

Sincerely,
Jordyn Beranek



ADMINISTRATION

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

MEMORANDUM

TO: Honorable Mayor Robert M. Green and City Council
FROM: Shane Graham, Economic Development Coordinator
DATE: November 8, 2022
SUBJECT: FY23 Report by College Hill Partnership

As you may recall, starting in FY09 we signed formal agreements with those outside agencies that receive funding from the City of Cedar Falls. As part of those agreements, these agencies were required to submit reports and documentation on how those funds were used.

Attached is the bi-annual report for FY23 filed by College Hill Partnership. The first ½ payment for their SSMID funding and the first ½ payment for their economic development grant are therefore listed on the council bills to be processed.

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

xc: Jennifer Rodenbeck, Director of Finance and Business Operations
Stacy Braun-Wagner, Finance Clerk



28 October 2022

Mayor Green & Members of Cedar Falls City Council
220 Clay Street
Cedar Falls, IA 50613

College Hill Partnership

2304 College Street
Po Box 974
Cedar Falls, Iowa 50613

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

2022-2023

Board of Directors

- Hannah Crisman, President
- Chris Martin, Vice President
- Angela Johnson, Treasurer
- Andrea Geary
- Barb Schilf
- Frank Darrah
- Amanda Walters
- David Grant
- Ryan Kriener
- Rebecca Kauten

RE: Economic Development and SSMID Funds

Attached please find the Biannual Report form College Hill Partnership detailing our organization’s current status and progress in promoting and revitalizing College Hill.

In this report you will find the following information:

- Accomplishments of the last 6 Months
- List of Current Board of Directors
- Financial Statements
- 2022-2023 Budget (included on Financial Statement)

We are thankful for the support and collaboration that the City of Cedar Falls has given our organization.

With the submission of this report, we respectfully ask for the disbursement of the SSMID funds and Economic Development funds, to the College Hill Partnership. Please notify us if there is any additional information as needed as we would be happy to provide it.

Regards,

Hannah Crisman

Hannah Crisman, President

On behalf of the College Hill Partnership Board of Directors



Economic Development Fund, SSMID & Community Development Fund EVALUATION FY22

Name of Organization: College Hill Partnership

Project Description:

SSMID

The College Hill Partnership received approval for our business district as a Self Supported Municipal Improvement District. The objective of the College Hill Partnership SSMID is to help further our organization by representing and advocating for the interests of College Hill. We have worked to do this through economic development, tourism, and quality of life in the College Hill area. We have also worked to improve the administration's performance, redevelopment, and revitalization of the district. These funds specifically aid us in our mission of revival and promotion of the College Hill area.

Economic Development

The College Hill Partnership received approval for an Economic Development Grant. The objective of the Economic Development Grant is to further our mission to remain a leader in the revitalization and promotion of the College Hill Overlay District. These funds support efforts of aesthetic caretaking, including cleaning and caring for The Hill.

Community Betterment Grant

The College Hill Partnership received approval for the Community Betterment Grant. The objective of the Community Betterment Grants is to further our mission to remain a leader in the revitalization of The Hill. Funds are used in conjunction with our College Hill Farmers Market partners to purchase street banners to facilitate placemaking and encourage customers and visitors to come to the area.

What is the mission of your organization?:

College Hill Partnership (CHP) is a non-profit organization that serves as the leader in the revitalization and promotion of the College Hill area, an urban neighborhood community. The

scope of its mission includes promoting healthy neighborhood businesses and housing enhancement, strengthening collaboration and pride, developing public/private partnerships, and serving as an advocate for addressing area concerns.

Grant Amount:

- SSMID \$32,970+ (Approximation)
- Economic Development Grant \$2250.00
- Community Betterment Grant \$600

Address of Organization or person completing this application:

2304 College Street

Po Box 974

Cedar Falls, Iowa 50613

Email: collegehillpartnership@gmail.com

1. Do you consider your organization/projects a success from April 2022 through September 2022? Why?

Over the last six months our organization has run solely on volunteer hours, a change from the previous five years and a first for our organization while receiving SSMID funding. Our volunteers have made numerous advancements to the mission and vision of the College Hill Partnership (CHP) and we consider the last six months to be a huge success.

The CHP has established four committees to aid in the mission and vision of our organization. These committees are Economic Development, Neighborhood Engagement, Strategic Partnerships, and Communication and Marketing. Each committee is chaired by a board member and allows us to continue the work done by our previous Executive Director, including projects such as the Seerley Park Improvement Project, the Imagine College Hill Vision Plan and code update. Additionally these committees continue to foster relationships with the City of Cedar Falls, the University of Northern Iowa, and other community stakeholders.

The Economic Development Committee has worked to develop strategies to attract new businesses to College Hill. The committee serves as a place for business owners to connect with one another and allows us to provide any resources they may need. They are working on creating a social media strategy to attract more patrons to The Hill.

In collaboration with the City of Cedar Falls, our Neighborhood Engagement Committee has continued to focus on updating Seerley Park. We have a well established group of volunteers who have worked closely with City staff and the landscape architects to create a more accessible and functional park. In support of our fundraising efforts we have established a College Hill Partnership fund at the Cedar Falls Community Foundation.

The Neighborhood Engagement Committee has also funded several community events including Saturdays in Seerley, a monthly event that allows opportunity for conversation with neighbors, and allows us to support Hill businesses by purchasing coffee and baked goods. The committee has also brought jazz music back to Seerley Park. The recent Jazz in Seerley event saw over 200 attendees.

The Strategic Partnership Committee has established new relationships with the University of Northern Iowa, which we hope will be mutually beneficial to both the University and the City of Cedar Falls. UNI has seen many changes in staff over the last six months, and our organization has created many opportunities for these new staff members to connect with community members.

The CHP has continued to fund clean-up efforts in the area. We have worked with several organizations, including the University of Northern Iowa, GreenAmericorps, and ThreeHouse to facilitate volunteer clean-ups of the College Hill Business District and College Hill Neighborhood.

After many hours of work were put in by the CHP to create the *Imagine College Hill!* Vision Plan, our organization looks forward to the upcoming code changes to the College Hill overlay. Using our resources, we will continue to advocate for The Hill, and we look forward to seeing new entrepreneurs head to The Hill to open new businesses.

2. Does the outcome of this grant funding to your operation/project align with the Economic Development Fund/SSMID/Façade/Community Betterment goals of complementing Cedar Falls economic development efforts? Explain.

The College Hill Partnership's use of the SSMID and City funding aligns with Cedar Falls' economic development efforts. In the last six months we have seen the opening of one new business, Dior's Slushee Bar. We are also excited to welcome a new and exciting business to The Hill, Astro ESports Lounge, which is reportedly opening in November 2022.

The College Hill Partnership continues to foster its unique connection between the business district and the University. By funding the CHP, a multifaceted organization with a diverse demographic, the City of Cedar Falls ensures that customers connect to businesses and vice-versa. Through this connection, College Hill businesses can supply offerings in demand. For example, several years ago, a study supported by the CHP helped neighbors voice their support for a coffee shop on The Hill. Because of this study, the College Hill Business District was able to gain Sidecar Coffee, now a staple of The Hill.

In the last six months we have made additional efforts to study the desires of the patrons, neighbors, and visitors of College Hill. We have partnered with a Masters of Public Policy candidate from UNI who has created a survey to determine what these groups would like to see on College Hill and in our neighborhood. The CHP will ensure a large sample is collected from a broad spectrum of participants. We continue to work to collect data in this ever-changing economic environment. Like our study that helped bring Sidecar Coffee to The Hill, we hope publicly promoting our findings will allow us to attract new businesses to College Hill.

Currently, there are over five vacant storefronts. College Hill continues to face challenges caused by the current economic crisis, changes in purchasing and dining habits, and decreased enrollment at the University of Northern Iowa. These issues tell us that the CHP's mission to promote and encourage revitalization is still critical to the health and vitality of The Hill.

3. Did receipt of an Economic Development Fund, Community Betterment grant, and

SSMID enable your organization/project to provide a new service to promote economic development or the creation of quality employment opportunities in Cedar Falls? How?

Our services fall into several key areas including; encouraging cooperative business strategies, developing awareness of the neighborhood and business district, collaborative opportunities for marketing through events and partnerships, improving the physical appearance of College Hill, and sponsoring cultural events that promote the district.

We continue to see that the nature of College Hill is ever-changing. It is a district that requires our organization's continual focus. Funding helps the College Hill Partnership provide services that promote economic development, community growth, and stronger relationships with our stakeholders.

Through funding we have been able to increase awareness of the business district and neighborhood through both physical and digital media. For example, we have recently purchased a full page ad in the Cedar Falls Visitor and Tourism Guide. This guide will help attract visitors to Cedar Falls and especially to the University aware of services in our area.

We have been able to offer our community several cultural events free of charge, including but not limited to a monthly event in Seerley Park with free coffee and pastries. This event allows neighbors to connect, for the CHP to recruit new members, and for the CHP to get a gauge on what community members are looking for from The Hill.

The Community Betterment grant has allowed us to purchase light pole banners to advertise the College Hill Farmers Market. On past surveys conducted by both the CHP and CHFM we heard from attendees that they wanted a larger market with more vendors, and for the market to be on Wednesdays. The market relocated to larger space and moved to Wednesdays. The light pole banners advertised the new date and lined the new area of the market.

The Economic Development Grant has helped to keep The Hill vibrant and looking beautiful. This funding supports our one part time employee as an aesthetic care taker to help in the maintenance of garden beds, and removal of unwanted trash from The Hill. This funding also helps pay for supplies such as perennial and annual flowers, hoses, etc.

4. Please provide a summary of activities completed from April 2022 through September 2022 by your organization/project.

The College Hill Partnership provides services aimed at promoting economic development throughout College Hill. Through funding we were able to undertake many new projects during the year while maintaining our core mission and vision.

Encouraging cooperative business strategies

The College Hill Partnership understands the challenges the College Hill area faces. We work together with merchants, residents, landlords, the University of Northern Iowa, and Cedar Falls to make improvements and promote the district. We have been at the forefront in facilitating growth through better communication and connecting relevant parties. In the past we have helped business growth by establishing a College Hill TIF District, a College Hill Urban Revitalization Program (CHURP), and participation in the Façade Grant Program.

This year we have partnered with a Masters of Public Policy candidate from UNI who has created a survey to determine what these groups would like to see on College Hill and in our neighborhood. The CHP will ensure a large sample is collected from a broad spectrum of participants. We continue to work to collect data in this ever-changing economic environment. Like our study that helped bring Sidecar Coffee to The Hill, we hope publicly promoting our findings will allow us to attract various businesses to College Hill.

In addition to this survey, we have been working on compiling information about residents within our district. Knowing each segment of our community will help ensure we provide the necessary services to the area that we serve. This data helps inform our business decisions and support the local business environment.

The CHP works with city staff to get the community involved in several public input opportunities, from the Pettersen Plaza Expansion to Imagine College Hill Visioning. We use our communication channels to promote events and projects the City works on, such as the Hallweek, or the partnership between the University and Cedar Falls Public Safety as UNI welcomed students back to campus.

In the near future the CHP will host a variety of events allowing community members to share their input on the future Seerley Park Improvement project. Many community members have helped us voice specific challenges that College Hill faces, including; safety, connectivity, accessibility, and aesthetic care.

Promoting College Hill

In the last six months the CHP has been particularly focused on building lasting relationships with our stakeholders to support the promotion of College Hill. Through frequent face-to-face meetings with staff at UNI, we hope to establish ways to support UNI and vice versa. In turn, we hope these interactions will lead to creating a more vibrant community for future UNI students.

Additionally, we are working on new partnerships with groups like the Cedar Falls Economic Development Corporation. In November are hosting our first College Hill Partnership sponsored social hour. This event will allow various stakeholders to connect and start new conversations that will lead to the growth of College Hill.

The College Hill Partnership is promoting the Hill through regular face-to-face meetings, frequent email communication, our website (www.collegehillpartnership.org) and blog. Over the last six months we have seen:

- Facebook page reach: 7962, a 95.5 % increase
- Facebook page likes: 120 new likes, a 155.3% increase
- Instagram page reach: 2,252, a 86.4% decrease
- Instagram page likes: 120 new likes, a 500% increase
- LinkedIn followers: 105 new followers

While social media helps to keep our members and interested groups connected and up-to-date with what's happening on College Hill and how we can collaborate on its improvement, we can

use other media to connect with visitors. We have recently purchased a full page ad in the Cedar Falls Visitor and Tourism Guide. This guide will help attract visitors to Cedar Falls and especially to the University aware of services in our area

Sponsoring and Fostering Cultural Events

Since our organization was established in 2008, the CHP has sponsored many events. Each year we host an annual meeting for members where they can enjoy a meal and vote on new board members. This year we felt it was important to establish new traditions for our entire community.

The CHP, along with UNI’s Center for Energy and Environmental Education, helped establish the College Hill Farmers which takes place weekly on Wednesdays from June to October. This year we have supported relocating the farmers market to W 22nd Street to encourage more vendors and customers to participate. Along with moving the location of the market to, we also supported market management in their decision to move from Thursdays to Wednesdays. The market management and vendors believe this will spread the time between the Cedar Falls Farmers Market and draw more market goers to The Hill.

In April the CHP facilitated the first College Hill Neighborhood Garage Sales. We encouraged neighborhood participation by sending out postcards via USPS to every neighbor in our district. We gathered addresses of participants, provided signs for their yards, created a map of sales, and advertised the sales on social media. Despite the rainy day, the sales were a great success, and we are planning to make the event an annual tradition.

In 2021 the CHP began hosting Saturday in Seerley, a monthly event on the second Saturday of each month. We continued this event beginning in May through October. We provide coffee and pastries, both from College Hill business, and gather together with our neighbors and friends. Some Saturdays there was rain, the last Saturday it was 40 degrees, but our community continues to tell us they love this event and it is a highlight of their month.

An idea sparked from one Saturday in Seerley was our Jazz in Seerley Park concert. In late August over 200 attendees gathered in Seerley Park for a jazz concert featuring three local jazz groups. At this event the College Hill Partnership was able to promote the upcoming Seerley Park Improvement project. The CHP had new member sign-ups and reconnected with old neighbors.

In September, during UNI’s Welcome Week, we worked with UNI and the College Hill Farmers Market to welcome students back to The Hill. At the event we were able to greet well over 200 students. We offered students the chance to create a custom reusable shopping bag, which promoted UNI’s campaign of zero plastic bags on campus.

Activities on the Hill such as these are an important way to appeal to a substantial, diverse demographic our neighborhood serves. Public events and activities bring significant revenue to College Hill and the City of Cedar Falls. They also promote the vitality of College Hill, drive interest in spending time on the Hill, and aid economic development within our local district and the City of Cedar Falls.

Improving the physical appearance of College Hill

One of CHP's charges is to create an inviting environment where people want to live, work, and visit. The College Hill district is a gateway to Cedar Falls from UNI. It is one of the first places to create an impression on future students and their parents. The CHP has overseen the maintenance of flower beds in Pettersen Plaza and College and 23rd Streets, and the parking lots on the Hill. The flower beds on the Hill were highlighted on several Master Gardener websites highlighting public garden spaces and maintaining them successfully. Continually, the College Hill Partnership has worked with the Black Hawk County Master Gardeners to aid our organization in the area's beautification. Their volunteers have continued to donate countless hours to help put the plant beds to bed for the winter season.

A collaboration between the College Hill Partnership, BCo Master Gardeners, and Friends of Pettersen Plaza has spent countless hours providing an aesthetically pleasing, event-friendly space at the bottom of the Hill that reflects the Namesake of the Plaza, Hugh Pettersen. To date, we have raised over \$17,000 in private donations to go towards the improvements of Pettersen Plaza. With the recent approval of Olive Street Box Culvert project, we expect some additional private donations to complete the Pettersen Plaza project.

Many board members and CHP volunteers spend free time picking up trash and debris left behind in highly used areas like the College Hill neighborhood. Another proud partnership we have is with Green Iowa Americorps and TreeHouse Collaborative Campus Ministries. Through this partnership we facilitate clean-ups. These days featured an opportunity for UNI Students to help us clean up The Hill.

Most recently we have partnered with the City and Mary Brammer, a former president of the College Hill Neighborhood Association, to replace the crabapple trees on Seerley Boulevard. The trees were reaching the end of their life cycle and were no longer flowering the way they once did. It was decided to remove the trees and plant a new more hardy species of crabapple. The trees were paid for through fundraising and the work was done by the City. The CHP also purchased art from a local artist to be used to create new welcome banners for the boulevard.. The additional funds from this project were used to purchase the banners and pay for their installation.

Our largest current project which will greatly improve both the appearance of College Hill and create a new opportunity for neighborhood and community members alike is our Seerley Park Improvement Project. Again, in partnership with the City, we are working to make Seerley Park a more accessible, functional, and welcoming City.

As the City focuses on making park improvements citywide, we hope Seerley Park will serve as inspiration for other projects. We have established a committee to help determine what facilities are needed in the park. We are working with the landscape architect and the Cedar Falls Community Foundation to select more accessible play equipment. We are also hoping to be the first city park to offer free Wi-Fi so that students can enjoy the park while studying or attending online classes.

The College Hill Partnership has committed to helping fundraise 15% of the total project. This is a considerable sum of money, so the CHP has established an account at the Cedar Falls Community Foundation. This account not only allows us to have an online platform for

donations, but sets us up for financial success in the future including but not limited to endowments and corporate donations.

Usage of Economic Development Fund Monies

The College Hill Partnership was awarded the Economic Development Fund. All funds have been allocated to aesthetic caretaking. These funds have allowed us to fill a position to help care for the College Hill Business District. This caretaker is an excellent addition to our staff and has kept The Hill clean. They have also helped us keep our garden beds along College Street and West 23rd Street watered and weeded.

In-kind donations (Hours): 90 x \$29.95* = \$2695.50

Salary: \$394.80

Beautification: \$1,362.01

Total Project Cost from April 2022: \$4452.31

*“The Current Estimated National Value of Each Volunteer Hour is \$29.95 Updated April 2022. Volunteers in the United States hold up the foundation of civil society. They help their neighbors, serve their communities, and provide their expertise. No matter what kind of volunteer work they do, they are contributing in invaluable ways.” Information obtained from <https://independentsector.org/>.

Usage of Community Betterment Grant Monies

The College Hill Partnership has been working closely with the College Hill Farmers Market and serves the local community by bringing local vendors to the urban area of College Hill. This organization has been working hard over the last six months to promote the farmers' market and businesses and events on The Hill. The College Hill Farmers Market relocated to W 22nd Street this year, as well as moving the event from Thursday to Wednesday. To ease some confusion about the differences, the CHP worked with the market to purchase additional street banners. The banners were ordered and hung on the light poles. This project fostered a sense of place and encouraged the community to come to The Hill and shop for local farm-fresh goods and hopefully venture into College Hill Businesses to support local businesses.

Fostering Partnership with City of Cedar Falls

The College Hill Partnership values the working relationship with the City of Cedar Falls. This includes but is not limited to:

- Regularly communicating with City staff
 - City staff liaison at CHP board meetings
 - Monthly meetings with Mayor Green
 - City council members at CHP board meetings
 - A volunteer representative on the Parking Tech Committee
 - Attending City Council meetings
- Working to help promote activities and important issues the City is working on
 - Parking
 - Annual City Wide Clean Up
 - Olive Street Box Culvert
 - Halloweek

- Public Safety as students return to campus
- Seerley Park Improvement
- Participating in joint media communications
 - Interviews with local press
 - Social media

5. Do you have suggestions for improvement of this grant process?

We do not have any suggestions at this time.

**Board of Directors
2022-2023**

Resident: Angela Johnson (2021-2023) – angelaj1932@gmail.com

Resident: David Grant (2022-2024) – david.grant@uni.edu

Landlord: Chris Martin (2022-2024) – christopher.martin@uni.edu

Landlord: Ryan Kreiner (2022-2024) – rkriener@msn.com

Business: Andrea Geary (2021-2023) – milkboxbakery@gmail.com

Business: Barb Schilf (2022-2024) - barb.mohairpear@gmail.com

At Large: Amanda Walter (2019-2022) – walteaee@gmail.com

At Large: Hannah Crisman (2021-2023) – hannahcrisman10@gmail.com

At Large: Rebecca Kauten (2022-2024) – rebecca-kauten@uiowa.edu

At Large: Frank Darrah (2021-2023) – wfd@cfu.net

Non-Voting Board Members

UNI Liaison: Heather Harback – heather.harbach@uni.edu

City of Cedar Falls Liaison: Karen Howard – Karen.howard@cedarfalls.com

City Council Representative: Kelly Dunn – citizens4kellydunn@outlook.com and Simon Harding – simonharding.cf4@gmail.com

Cedar Falls Public Safety Liaison: Jeff Sitzmann – jeff.sitzmann@cedarfalls.com

Master Gardener: Vaughn Griffith – vjgriff@forbin.net

College Hill Arts Festival Liaison: Doug Johnson –doug.johnson@uni.edu

Community Main Street Liaison: Kim Bear -director@communitymainstreet.org

Supporting Documents

Item 9.

Financial Statement & Budget
See Attached Document

Total Volunteer Hours
See Attached Document

College Hill Partnership Budget Financial Statement

Item 9.

Budgeted Revenue Sources	Anticipated Budgeted Revenue	July	August	September	October	November	December	January	February	March	April	May	June	Anticipated Revenue Due	Total Received
4010 Memberships/Donations	\$ 1,500.00	\$ -	\$ 23.97	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,476.03	\$ 23.97
4020 SSMID	\$ 26,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,000.00	\$ -
4030 Community Betterment Grant Funds	\$ 600.00	\$ 600.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 600.00
4040 Economic Development Grant: City of Cedar Falls	\$ 2,250.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,250.00	\$ -
4050 Facade Grant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4060 Tree Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4080 Pettersen Plaza Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5060 Seerley Park Improvement Fund *	\$ -	\$ -	\$ 403.07	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 403.07
7000 Interest Income	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenue	\$ 30,350.00	\$ 600.00	\$ 427.04	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 29,726.03	\$ 1,027.04
Expenses	Budgeted Amount	July	August	September	October	November	December	January	February	March	April	May	June	Total Expenses	Total Available or Deficiency
5025 Administrative Expenses	\$ 500.00	\$ (112.85)	\$ (91.20)	\$ (252.20)	\$ (96.20)									\$ (552.45)	\$ (52.45)
5015 Insurance	\$ 1,500.00	\$ 28.00	\$ -	\$ -		\$ -		\$ -	\$ -					\$ 28.00	\$ 1,528.00
5030 Salaries	\$ 2,000.00	\$ (166.23)	\$ (277.05)	\$ (138.53)	\$ (858.18)									\$ (1,439.99)	\$ 560.01
5031 Taxes	\$ 2,000.00		\$ (40.16)	\$ (45.90)										\$ (86.06)	\$ 1,913.94
5045 Economic Development Committee	\$ 1,000.00						\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	\$ 1,000.00
5065 Beautification Committee	\$ 1,000.00	\$ (861.31)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ (861.31)	\$ 138.69
5050 Strategic Partnerships Committee	\$ 400.00		\$ (146.14)				\$ -	\$ -	\$ -	\$ -	\$ -			\$ (146.14)	\$ 253.86
5070 Farmers Market	\$ 700.00	\$ (548.38)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ (548.38)	\$ 151.62
5060 Neighborhood Engagement Committee	\$ 5,000.00	\$ (399.96)	\$ (1,701.50)	\$ (27.78)	\$ (34.16)		\$ -	\$ -	\$ -	\$ -	\$ -			\$ (2,163.40)	\$ 2,836.60
5075 Communication & Recruitment Committee	\$ 2,000.00	\$ (1,532.24)	\$ -	\$ -	\$ (251.87)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ (1,784.11)	\$ 215.89
5090 General Fund	\$ 10,000.00	\$ (500.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ (500.00)	\$ 9,500.00
Total Expenses	\$ 26,100.00	\$ (4,092.97)	\$ (2,256.05)	\$ (464.41)	\$ (1,240.41)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (8,053.84)	\$ 18,046.16
Balance (Income vs. Expenses)	\$ 4,250.00	\$ (3,492.97)	\$ (1,829.01)	\$ (464.41)	\$ 1,240.41	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Check Accounts Ending Balance	\$ 54,999.12	\$ 51,506.15	\$ 49,677.14												
Date of Balance	6/27/2022	7/27/2022	8/31/2022												
4080 Pettersen Plaza Fund balance															
4060 Tree Fund		\$ 1,625.90	\$ 1,625.90												
4050 Facade Fund Balance		\$ 2,250.00	\$ 2,250.00												

CHP Volunteer Hours May-October 2022				
Opportunity	Date	Number of People	Number of Hours	Total Hours
Beautification Committee Meeting	5/3	2	1	2
Board Meeting	5/9	10	1	10
Executive Meeting	5/12	2	1	2
Communications Committee	5/13	2	1	2
Farmers Market Opening Day Event	5/18	1	3	3
Communications Committee	5/23	2	1	2
Seerley Park Committee	5/24	7	1	7
Executive Meeting	5/25	2	1	2
Communications Committee	6/2	2	1	2
Strategic Partnerships Committee Meeting	6/7	2	1	2
Board Meeting	6/13	14	1	14
City Council Meeting	6/20	1	1	1
Board Meeting	7/11	11	1	11
CMS Meeting	7/12	1	1	1
Communications Committee	7/19	4	2	8
Seerley Park Committee	7/20	7	1	7
Meeting with Mayor Green	7/22	1	1	1
Beautification Committee Meeting	7/26	2	1	2
CMS Meeting	7/27	1	2	2
City Council Meeting	8/1	2	1	2
Executive Meeting	8/4	2	2	4
Communications Committee	8/4	4	2	8
Board Meeting	8/8	11	1	11
Strategic Partnerships Committee Meeting	8/9	2	1	2
Meeting with CFEDC	8/10	1	1	1
Neighborhood Engagment Committee Meeting	8/18	4	1	4
Welcome Week at Farmers Market Event	8/24	6	3	18
Beautification Committee Meeting	8/25	2	1	2
Executive Meeting	8/25	1	1	1
Strategic Partnerships Committee Meeting	8/31	2	1	2
Strategic Partnerships Committee Meeting	8/7	2	1	2
Seerley Park/Executive Meeting	8/8	2	1	2
Executive Meeting	8/13	2	1	2
Board Meeting	8/13	9	1	9
Meeting with Mayor Green	8/14	1	1	1
Meeting with Mayor Green	8/21	1	1	1
Social Hour Event Planning Meeting	8/28	1	1	1
Meeting with CFEDC	9/7	1	1	1
Board Meeting	10/19	11	1	11
Admin Hours	May - October	1	32	32
Saturdays in Seerley Planning/Set Up	May - October	1	4	4
Beautification Committee Labor	May - October	3	30	90
Light Up College Hill	May - October	1	10	10
			Total Hours	302



DEPARTMENT OF PUBLIC SAFETY SERVICES

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

319-273-8612

MEMORANDUM

To: Mayor Green and City Councilmembers
From: Craig Berte, Public Safety Services Director
Mark Howard, Police Chief
Date: November 14, 2022
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) Urban Pie, 200 State Street, Class C liquor & outdoor service - renewal
- b) Five Corners Liquor & Wine, 809 East 18th Street, Class E liquor - renewal.



DEPARTMENT OF FINANCE & BUSINESS
OPERATIONS

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

MEMORANDUM
Financial Services Division

TO: Mayor Green and City Council Members

FROM: Paul Kockler, Accountant

DATE: November 11, 2022

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

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

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

Attachments

Cc: Jennifer Rodenbeck, Director of Finance & Business Operations

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

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

**Non-Union and Fire Union Employees
and Retirees of These Groups**

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

AllianceSelectSM City of Cedar Falls Plan A PPO

Serviced by:
Holmes, Murphy & Associates
2727 Grand Prairie Parkway
Waukee, IA 50263
Phone: 515-223-6800
Fax: 515-223-6944
Toll-free: 800-247-7756

NOTICE

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

DRAFT

Form Number: Wellmark SD Grp (TPA)

Group Effective Date: 7/1/2022
Plan Year: July 1
Print Date: 11/11/2022
Product ID: MCM00MEY
Version: 01/22

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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

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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.

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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 summary plan description we refer to these providers as PPO Providers.

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

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

DRAFT

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

Payment Details

Deductible

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

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

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

Once you meet the deductible, then coinsurance applies.

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

When the No Surprises Act applies, you may not be required to satisfy your entire deductible before we make benefit payments, amounts you pay for items and services will accumulate toward your PPO deductible, and you may not be billed for more than the amount you would pay if the services had been provided by a Participating Provider. The No Surprises Act typically applies to emergency services at an Out-of-Network facility, non-emergency items and services from Out-of-Network Providers at certain participating facilities, and air ambulance services.

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 51. 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.

A member will not be required to satisfy more than the single out-of-pocket maximum.

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

- Amounts representing any general exclusions and conditions. See *General Conditions of Coverage, Exclusions, and Limitations*, page 31.
- Difference in cost between the provider's amount charged and our maximum allowable fee when you receive services from an Out-of-Network Provider.

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

When the No Surprises Act applies, amounts you pay for items and services will accumulate toward your PPO out-of-pocket maximum and you may not be billed for more than the amount you would pay if the services had been provided by a Participating Provider. The No Surprises Act typically applies to emergency services at an Out-of-Network facility, non-

emergency items and services from Out-of-Network Providers at certain participating facilities, and air ambulance services.

Benefits Maximums

Benefits maximums are the 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.

No Surprises Act

When the No Surprises Act applies, the amount you pay will be determined in accordance with the Act and you may not be billed for more than the amount you would pay if the services had been provided by a Participating Provider. The No Surprises Act typically applies to emergency services at an Out-of-Network facility, non-emergency items and services from Out-of-Network Providers at certain participating facilities, and air ambulance services.

Waived Payment Obligations

To understand your complete payment obligations you must become familiar with this entire summary plan description. Most information on coverage and benefits maximums will be found in the *At a Glance – Covered and Not Covered* and *Details – Covered and Not Covered* sections.

Some payment obligations are waived for the following covered services.

Covered Service	DRAFT	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

Covered Service	Payment Obligation Waived
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).**	Deductible Coinsurance
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 (ACIP); ■ 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 digital breast tomosynthesis (3D mammogram)† when received from PPO or Participating providers.	Deductible Coinsurance
Preventive colonoscopies† received from Participating and Out-of-Network providers.	Deductible
Preventive mammograms*** † received from Participating and Out-of-Network providers.	Deductible
Preventive Pap smears† received from Participating and Out-of-Network providers.	Deductible
Preventive screenings for prostate cancer† received from Participating and Out-of-Network providers.	Deductible
Prosthetic limb devices received from PPO Providers.	Deductible
Telehealth services received from PPO practitioners and practitioners contracting through Doctor on Demand.‡	Deductible
Urgent care center services received from PPO Providers.	Deductible
Voluntary sterilization for female members† received from PPO or Participating providers.	Deductible Coinsurance

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Covered Service	Payment Obligation Waived
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. USPSTF “A” and “B” recommendations will be implemented no later than the first plan year that begins on or after the date that is one year after the USPSTF recommendations are issued. A USPSTF recommendation is considered to be issued on the last day of the month on which it publishes or otherwise releases the recommendation. Waived Payment Obligations will be effective following implementation of the USPSTF recommendation.

**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. If the newborn is added to or covered by and receives benefits under another plan, benefits will not be provided under this plan.

†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.

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2. At a Glance - Covered and Not Covered

Your coverage provides benefits for many services and supplies. There are also services for which this coverage does not provide benefits. The following chart is provided for your convenience as a quick reference only. This chart is not intended to be and does not constitute a complete description of all coverage details and factors that determine whether a service is covered or not. All covered services are subject to the contract terms and conditions contained throughout this summary plan description. Many of these terms and conditions are contained in *Details – Covered and Not Covered*, page 13. To fully understand which services are covered and which are not, you must become familiar with this entire summary plan description. Please call us if you are unsure whether a particular service is covered or not.

The headings in this chart provide the following information:

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

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

Not Covered. The listed category is generally not covered.

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

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

Category	Covered	Not Covered	See Page	Benefits Maximums
Acupuncture Treatment		⊘	13	
Allergy Testing and Treatment	●		13	
Ambulance Services	●		13	
Anesthesia	●		14	
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	●		15	
Chemical Dependency Treatment	●		15	
Chemotherapy and Radiation Therapy	●		15	

Category	Covered	Not Covered	See Page	Benefits Maximums
Clinical Trials – Routine Care Associated with Clinical Trials	●		15	
Contraceptives	●		16	
Conversion Therapy		⊖	16	
Cosmetic Services		⊖	16	
Counseling and Education Services	●		16	
Dental Treatment for Accidental Injury	●		16	
Dialysis	●		17	
Education Services for Diabetes and Nutrition	●		17	
Emergency Services	●		18	
Fertility and Infertility Services	●		18	\$15,000 per lifetime for infertility transfer procedures.
Genetic Testing	●		18	
Hearing Services	●		18	
Home Health Services	●		18	The daily benefit for short-term home skilled nursing services will not exceed Wellmark's daily maximum allowable fee for skilled nursing facility services.
Home/Durable Medical Equipment	●		19	
Hospice Services	●		20	15 days per lifetime for inpatient hospice respite care. 15 days per lifetime for outpatient hospice respite care. Please note: Hospice respite care must be used in increments of not more than five days at a time.
Hospitals and Facilities	●		20	
Illness or Injury Services	●		21	
Inhalation Therapy	●		21	
Maternity Services	●		21	
Medical and Surgical Supplies and Personal Convenience Items	●		22	
Mental Health Services	●		23	
Motor Vehicles		⊖	23	
Musculoskeletal Treatment	●		24	12 visits per benefit year for massage therapy.
Nonmedical or Administrative Services		⊖	24	
Nutritional and Dietary Supplements	●		24	
Occupational Therapy	●		24	
Orthotics (Foot)		⊖	25	

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Category	Covered	Not Covered	See Page	Benefits Maximums
Physical Therapy	●		25	
Physicians and Practitioners			25	
Advanced Registered Nurse Practitioners	●		25	
Audiologists	●		25	
Chiropractors	●		25	
Doctors of Osteopathy	●		25	
Licensed Independent Social Workers	●		25	
Licensed Marriage and Family Therapists	●		25	
Licensed Mental Health Counselors	●		25	
Medical Doctors	●		25	
Occupational Therapists	●		25	
Optometrists	●		25	
Oral Surgeons	●		25	
Physical Therapists	●		25	
Physician Assistants	●		25	
Podiatrists	●		25	
Psychologists	●		25	
Speech Pathologists	●		25	
Prescription Drugs	●		26	
Preventive Care	●		26	Well-child care until the child reaches age seven.
Prosthetic Devices	●		27	
Reconstructive Surgery	●		27	
Self-Help Programs		⊖	28	
Sleep Apnea Treatment	●		28	
Social Adjustment		⊖	28	
Speech Therapy	●		28	
Surgery	●		28	
Telehealth Services	●		28	
Temporomandibular Joint Disorder (TMD)	●		28	
Transplants	●		28	
Travel or Lodging Costs		⊖	29	
Vision Services (related to an illness or injury)	●		29	
Wigs or Hairpieces	●		29	One wig or hairpiece per lifetime.
X-ray and Laboratory Services	●		29	

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3. Details - Covered and Not Covered

All covered services or supplies listed in this section are subject to the general contract provisions and limitations described in this summary plan description. Also see the section *General Conditions of Coverage, Exclusions, and Limitations*, page 31. If a service or supply is not specifically listed, do not assume it is covered.

Acupuncture Treatment

Not Covered: Acupuncture and acupressure treatment.

Allergy Testing and Treatment

Covered.

Ambulance Services

Covered:

- Professional emergency air and ground ambulance transportation to a hospital in the surrounding area where your ambulance transportation originates.

All of the following are required to qualify for benefits:

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

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- 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.

When the No Surprises Act applies to air ambulance services, you cannot be billed for the difference between the amount charged and the total amount paid by us.

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, if ground ambulance services are provided by an Out-of-Network Provider, and because we do not have contracts with Out-of-Network Providers and they may not accept our payment arrangements, you may be responsible for any difference between the amount charged and our amount paid for a covered service. When receiving ground ambulance services, select a provider who participates in your network to avoid being responsible for any difference between the billed charge and our settlement amount.

- Professional non-emergency ground ambulance transportation to a hospital or nursing facility in the surrounding area where your ambulance transportation originates.

All of the following are required to qualify for benefits:

- The services required to treat your illness or injury are not available in the facility where you are currently receiving care.
- You are transported to the nearest hospital or nursing facility with adequate facilities to treat your medical condition.
- During transport your medical condition requires the services that are provided only by a ground ambulance that is professionally staffed and specially equipped for taking sick or injured people to or from a health care facility.
- The ground ambulance has the necessary patient care equipment and supplies to meet your needs.

Not Covered:

- Professional air or ground ambulance transport from a facility capable of treating your condition.
- Professional ground ambulance transport to or from any location when you are physically and mentally capable of being a passenger in a private vehicle.
- Professional ground ambulance round-trip transports from your residence to a medical provider for an appointment or treatment and back to your residence.
- Professional air or ground transport when performed primarily for your convenience or the convenience of your family, physician, or other health care provider.
- Professional, non-emergency air ambulance transports to any location for any reason.
- Nonprofessional air or ground ambulance transports to any location for any reason. This includes non-

ambulance vehicles such as vans or taxis that are equipped to transport stretchers or wheelchairs but are not professionally operated or staffed.

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 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.

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 45.

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.

Conversion Therapy

Not Covered: Conversion therapy services.

Cosmetic Services

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

See Also:

Reconstructive Surgery later in this section.

Counseling and Education Services

Covered:

- Bereavement counseling or services.
- Family or marriage counseling or services.

Not Covered:

- Community-based services or services of volunteers or clergy.
- Education or educational therapy other than covered lactation consultant services, education for self-management of diabetes, or nutrition education.
- Learning and educational services and treatments including, but not limited to, non-drug therapy for high blood pressure control, exercise modalities for weight reduction, nutritional instruction for the control of gastrointestinal conditions, or reading programs for dyslexia for any medical, mental health, or substance abuse condition.
- Weight reduction programs or supplies (including dietary supplements, foods, equipment, lab testing, examinations, and prescription drugs), whether or not weight reduction is medically appropriate.

See Also:

Genetic Testing later in this section.

Education Services for Diabetes and Nutrition 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 all of the following requirements are met:
 - Initial treatment is received within 12 months of the injury.
 - Follow-up treatment is completed within 24 months.
- 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) 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 and Nutrition

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.

You are also covered for nutrition education to improve your understanding of your metabolic nutritional condition and provide you with information to manage your nutritional requirements. Nutrition education is appropriate for the following conditions:

- Cancer.
- Cystic fibrosis.
- Diabetes.
- Eating disorders.
- Glucose intolerance.
- High blood pressure.
- High cholesterol.
- Lactose intolerance.
- Malabsorption, including gluten intolerance.
- Obesity.

- Underweight.

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. When the No Surprises Act applies to emergency services, you cannot be billed for the difference between the amount charged and the total amount paid by us.

See Also:

Out-of-Network Providers, page 53.

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:

- Routine hearing examinations for members up to age 21.

Not Covered:

- Hearing aids.
- Routine hearing examinations for members age 21 and older.

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.

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- 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 (Foot) 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.

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

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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.

Please note:

When the No Surprises Act applies to items and services from an Out-of-Network Provider at a participating facility, you cannot be billed for the difference between the amount charged and the total amount paid by us. The only exception to this would be if an eligible Out-of-Network Provider performing services in a participating facility gives you proper notice in plain language that you will be receiving services from an Out-of-Network Provider and you consent to be balance-billed and to have the amount that you pay determined without reference to the No Surprises Act. Certain providers are not permitted to provide notice and request consent for this purpose. These include items and services related to emergency medicine, anesthesiology, pathology, radiology, and neonatology, whether provided by a physician or nonphysician practitioner; items and services provided by assistant surgeons, hospitalists, and intensivists; diagnostic services, including radiology and laboratory services; and items and services provided by a nonparticipating provider, only if there is no Participating Provider who can furnish such item or service at such facility.

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.

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. If the newborn is added to or covered by and receives benefits under another plan, benefits will not be provided under this plan.

See Also:

Coverage Change Events, page 61.

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 purchased from a covered 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

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- Water purifiers, hypo-allergenic pillows, mattresses or waterbeds, whirlpool, spa, air purifiers, humidifiers, dehumidifiers, or light devices.

See Also:

Home/Durable Medical Equipment earlier in this section.

Orthotics (Foot) 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, except as otherwise provided in this summary plan description.
- The disorder is listed only as a mental health condition and not dually listed elsewhere in the most current version of *International Classification of Diseases, Clinical Modification* used for diagnosis coding.

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

- Treatment provided in an office visit, or outpatient setting;
- Treatment provided in an intensive outpatient setting;
- Treatment provided in an outpatient partial hospitalization setting;
- Individual, group, or family therapy provided in a clinically managed low

intensity residential treatment setting, also known as supervised living;

- Treatment, including room and board, provided in a clinically managed medium or high intensity residential treatment setting;
- Psychiatric observation;
- Care provided in a psychiatric residential crisis program;
- Care provided in a medically monitored intensive inpatient setting; and
- For inpatient, medically managed acute care for patients whose condition requires the resources of an acute care general hospital or a medically managed inpatient treatment program.

Not Covered: Treatment for:

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

See Also:

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

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.
- Massage therapy.

Benefits Maximum:

- **12 visits** per benefit year for massage therapy.

Not Covered:

- Manipulations or related procedures to treat musculoskeletal injury or disease performed for maintenance.

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, care 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 that cannot be dispensed without a prescription issued by or authorized by a licensed healthcare practitioner and are prescribed by a licensed healthcare practitioner 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:

- Food products.
- Grocery items or food products that are modified for special diets for individuals with inborn errors of metabolism but which can be purchased without a prescription issued by or authorized by a licensed healthcare practitioner, including low protein/low phe grocery items.
- 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 or habilitation 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 (Foot)

Covered: Orthotics training, including assessment and fitting for covered orthotic devices.

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 or habilitation 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.

Licensed Marriage and Family Therapists.

Licensed Mental Health Counselors.

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.

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See Also:

Choosing a Provider, page 37.

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 that may be covered under your medical benefits include:

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

Infertility Prescription Drugs.**Intravenous Administration.**

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

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

Not Covered:

- Antigen therapy.
- Medication Therapy Management (MTM) when billed separately.
- Prescription drugs or pharmacy durable medical equipment devices 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 45.

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 (Foot) 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 or habilitative 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.

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, web-based mobile device or similar electronic-based communication network, or as otherwise required by Iowa law. 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: Routine dental services, 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.

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

Transplants are subject to care management.

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

Not Covered:

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

See Also:

Ambulance Services earlier in this section.

Care Management, page 49.

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.

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4. General Conditions of Coverage, Exclusions, and Limitations

The provisions in this section describe general conditions of coverage and important exclusions and limitations that apply generally to all types of services or supplies.

Conditions of Coverage

Medically Necessary

A key general condition in order for you to receive benefits is that the service, supply, device, or drug must be medically necessary. Even a service, supply, device, or drug listed as otherwise covered in *Details - Covered and Not Covered* may be excluded if it is not medically necessary in the circumstances. Unless otherwise required by law, Wellmark determines whether a service, supply, device, or drug is medically necessary, and that decision is final and conclusive. Wellmark's medically necessary analysis and determinations apply to any service, supply, device, or drug including, but not limited to, medical, mental health, and chemical dependency treatment, as appropriate. Even though a provider may recommend a service or supply, it may not be medically necessary.

A medically necessary health care service is one that a provider, exercising prudent clinical judgment, provides to a patient for the purpose of preventing, evaluating, diagnosing or treating an illness, injury, disease or its symptoms, and satisfies all of the following criteria:

- 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
 - Wellmark's published Medical and Drug Policies as determined applicable by Wellmark; or
 - Credible scientific evidence published in peer-reviewed medical literature generally recognized by the relevant medical community; or
 - 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 57.

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, care 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.

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Workers' Compensation

You are not covered for services or supplies for which we learn or are notified by you, your provider, or our vendor that such services or supplies are related to a work related illness or injury, including services or supplies applied toward satisfaction of any deductible under your employer's workers' compensation coverage. We will comply with our statutory obligation regarding payment on claims on which workers' compensation liability is unresolved. You are also not covered for any services or supplies that could have been compensated under workers' compensation laws if:

- you did not comply with the legal requirements relating to notice of injury, timely filing of claims, and medical treatment authorization; or
- you rejected workers' compensation coverage.

The exclusion for services or supplies related to work related illness or injury does

not exclude coverage for such illness or injury if you are exempt from coverage under Iowa's workers' compensation statutes pursuant to Iowa Code Section 85.1 (1)-(4), unless you or your employer has elected or obtained workers' compensation coverage as provided in Iowa Code Section 85.1(6).

For treatment of complications resulting from smallpox vaccinations, see *Complications of a Noncovered Service* earlier in this section.

Wellmark Medical and Drug Policies

Wellmark maintains Medical and Drug Policies that are applied in conjunction with other resources to determine whether a specific service, supply, device, biological product, or drug is a covered service under the terms of this summary plan description. These policies are hereby incorporated into this summary plan description. You may access these policies along with supporting information and selected medical references through our website, *Wellmark.com*.

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 5, and *At a Glance—Covered and Not Covered*, page 9.

- If you do not obtain precertification for certain medical services, benefits can be denied. 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 45.
- 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 45.
- The type of provider you choose can affect your benefits and what you pay. See *Choosing a Provider*, page 37, and

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Factors Affecting What You Pay, page 51. An example of a charge that depends on the type of provider includes, but is not limited to:

- Any difference between the provider's amount charged and our amount paid is your responsibility if you receive services from an Out-of-Network Provider.

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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. Which provider type you choose will affect what you pay.

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 51.

To determine if a provider participates with this medical benefits plan, ask your provider, refer to our online provider directory at *Wellmark.com*, or call the Customer Service number on your ID card. Our provider directory is also available upon request by calling the Customer Service number on your ID card.

Providers are independent contractors and are not agents or employees of Wellmark Blue Cross and Blue Shield of Iowa. For types of providers that may be covered under your medical benefits, see *Hospitals and Facilities*, page 20 and *Physicians and Practitioners*, page 25.

Please note: Even if a specific provider type is not listed as a recognized provider type, Wellmark does not discriminate against a licensed health care provider acting within the scope of his or her state license or certification with respect to coverage under this plan.

Please note: Even though a facility may be PPO or Participating, particular providers within the facility may not be PPO or Participating providers. Examples include Out-of-Network physicians on the staff of a PPO or Participating hospital, home medical equipment suppliers, and other independent providers. Therefore, when you are referred by a PPO or Participating provider to another provider, or when you are admitted into a facility, always ask if the providers contract with a Blue Cross and/or Blue Shield Plan.

Always carry your ID card and present it when you receive services. Information on it, especially the ID number, is required to process your claims correctly.

Pharmacies that contract with our pharmacy benefits manager are considered Participating Providers. Pharmacies that do not contract with our pharmacy benefits manager are considered Out-of-Network Providers. To determine if a pharmacy contracts with our pharmacy benefits manager, ask the pharmacist, consult the directory of participating pharmacies on our website at *Wellmark.com*, or call the Customer Service number on your ID card.

Provider Comparison Chart	PPO	Participating	Out-of-Network
Accepts Blue Cross and/or Blue Shield payment arrangements.	Yes	Yes	No
Minimizes your payment obligations. See <i>What You Pay</i> , page 3.	Yes	No	No
Claims are filed for you.	Yes	Yes	No
Blue Cross and/or Blue Shield pays these providers directly.	Yes	Yes	No
Notification requirements are handled for you.	Yes*	Yes*	No

*If you visit a PPO or Participating 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 and/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. An exception to this is when the No Surprises Act applies to your items or services. In that case, the amount you pay will be determined in accordance with the Act. See *Payment Details*, page 4.

Additionally, you cannot be billed for the difference between the amount charged and the total amount paid by us. The only exception to this would be if an eligible Out-of-Network Provider performing services in a participating facility gives you proper notice in plain language that you will be receiving services from an Out-of-Network Provider and you consent to be balance-billed and to have the amount that you pay determined without reference to the No Surprises Act. Certain providers are not permitted to provide notice and request consent for this purpose. These include items and services related to emergency medicine, anesthesiology, pathology, radiology, and neonatology, whether provided by a physician or nonphysician practitioner; items and services provided by assistant surgeons, hospitalists, and intensivists; diagnostic services, including radiology and laboratory services; and items and services provided by a nonparticipating provider, only if there is no Participating

Provider who can furnish such item or service at such facility.

PPO Providers contract with the Blue Cross and/or Blue Shield preferred provider organization (PPO) in their home state.

When you receive covered services from PPO or Participating providers outside the Wellmark service area, all of the following statements are true:

- Claims are filed for you.
- These providers agree to accept payment arrangements or negotiated prices of the Blue Cross and/or Blue Shield Plan with which the provider contracts. These payment arrangements may result in savings.
- The group health plan payment is sent directly to the providers.
- Wellmark requires claims to be filed within 180 days following the date of service (or 180 days from date of discharge for inpatient claims). However, if the PPO or Participating provider's contract with the Host Blue has a requirement that a claim be filed in a timeframe exceeding 180 days following the date of service or date of discharge for inpatient claims, Wellmark will process the claim according to the Host Blue's contractual filing requirement. If you receive services from an Out-of-Network Provider, the claim has to be filed within 180 days following the date of service or date of discharge for inpatient claims.

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 45. 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 summary plan description.

An exception to this is when the No Surprises Act applies to your items or services. In that case, the amount you pay will be determined in accordance with the Act. See *Payment Details*, page 4. Additionally, you cannot be billed for the difference between the amount charged and the total amount paid by us. The only exception to this would be if an eligible Out-of-Network Provider performing services in a participating facility gives you proper notice in plain language that you will be receiving services from an Out-of-Network Provider and you consent to be balance-billed and to have the amount that you pay determined without reference to the No Surprises Act. Certain providers are not permitted to provide notice and request consent for this purpose. These include items and services related to emergency medicine, anesthesiology, pathology, radiology, and neonatology, whether provided by a physician or nonphysician practitioner; items and services provided by assistant surgeons, hospitalists, and intensivists; diagnostic services, including radiology and laboratory services; and items and services provided by a nonparticipating provider, only if there is no Participating Provider who can furnish such item or service at such facility.

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 summary plan description.

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

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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 75.

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

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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 53.

Continuity of Care

If you are a Continuing Care Patient

- undergoing a course of treatment for a serious or complex condition,
- undergoing a course of institutional or inpatient care,

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- scheduled to undergo nonelective surgery, including postoperative care with respect to such surgery,
- pregnant and undergoing a course of treatment for the pregnancy, including postpartum care related to childbirth and delivery, or
- receiving treatment for a terminal illness and, with respect to the provider or facility providing such treatment;
 - the network agreement between the provider or facility and Wellmark is terminated; or
 - benefits provided under this plan with respect to such provider or facility are terminated because of a change in the terms of the participation of such provider or facility in such plan or coverage;

then you may elect to continue to have benefits provided under this plan under the same terms and conditions as would have applied and with respect to such items and services as would have been covered under the plan as if the termination resulting in **DRAFT** out-of-network status had not occurred.

This Continuity of Care applies only with respect to the course of treatment furnished by such provider or facility relating to the condition affecting individual's status as a Continuing Care Patient. Claims for treatment of the condition from the provider or facility will be considered in-network claims until the earlier of (i) the date you are no longer considered a Continuing Care Patient, or (ii) the end of a 90 day period beginning on the date you have been notified of your opportunity to elect transitional care.

In order to elect transitional care as a Continuing Care Patient, you may respond to the letter Wellmark sends you, or you or your provider may call us at **800-552-3993**.

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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 of benefits resulting from these notification requirements and care coordination programs. See *Appeals*, page 85. Also see *Authorized Representative*, page 93.

Precertification

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>

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. <p>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

Purpose	<p>Notification of most facility admissions and certain services helps us identify and initiate discharge planning or care coordination. Notification is required.</p>
Applies to	<p>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.</p>
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

Purpose	Prior approval helps determine whether a proposed treatment plan is medically necessary and a benefit under your medical benefits. Prior approval is required.
Applies to	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.
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	<p>When you, instead of your provider, are responsible for requesting prior approval, call the number on your ID card to obtain a prior approval form and ask the provider to help you complete the form.</p> <p style="text-align: center; color: blue; font-weight: bold; font-size: 1.2em;">DRAFT</p> <p>Wellmark will determine whether the requested service is medically necessary and eligible for benefits based on the written information submitted to us. We will respond to a prior approval request in writing to you and your provider within:</p> <ul style="list-style-type: none"> ■ 72 hours in a medically urgent situation. ■ 15 days in a non-medically urgent situation. <p>Prior approval requests must include supporting clinical information to determine medical necessity of the services or supplies.</p>

Importance	<p>If your request is approved, the service is covered provided other contractual requirements, such as member eligibility and benefits maximums, are observed. If your request is denied, the service is not covered, and you will receive a notice with the reasons for denial.</p> <p>If you do not request prior approval for a service, the benefit for that service will be denied on the basis that you did not request prior approval.</p> <p>Upon receiving an Explanation of Benefits (EOB) indicating a denial of benefits for failure to request prior approval, you will have the opportunity to appeal (see the <i>Appeals</i> section) and provide us with medical information for our consideration in determining whether the services were medically necessary and a benefit under your medical benefits. Upon review, if we determine the service was medically necessary and a benefit under your medical benefits, the benefit for that service will be provided according to the terms of your medical benefits.</p> <p>Approved services are eligible for benefits for a limited time. Approval is based on the medical benefits in effect and the information we had as of the approval date. If your coverage changes for any reason (for example, because of a new job or new medical benefits), an approval may not be valid. If your coverage changes before the approved service is performed, a new approval is recommended.</p> <p>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 <i>Precertification</i> and <i>Notification</i> earlier in this section.</p>
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Concurrent Review

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	<p>Wellmark may review your case to determine whether your current level of care is medically necessary.</p> <p>Responses to Wellmark's concurrent review requests must include supporting clinical information to determine medical necessity as a condition of your coverage.</p>
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.

Care Management

Purpose	Care 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	<p>A wide group of members including those who have experienced potentially preventable emergency room visits; hospital admissions/readmissions; those with catastrophic or high cost health care needs; those with potential long term illnesses; and those newly diagnosed with health conditions requiring lifetime management. Examples where care management might be appropriate include but are not limited to:</p> <p>Brain or Spinal Cord Injuries</p> <p>Cystic Fibrosis</p> <p>Degenerative Muscle Disorders</p> <p>Hemophilia</p> <p>Pregnancy (high risk)</p> <p>Transplants</p>
Person Responsible	You, your physician, and the health care facility can work with Wellmark's care managers. Wellmark may initiate a request for care management.
Process	Members are identified and referred to the Care Management program through Customer Service and claims information, referrals from providers or family members, and self-referrals from members.
Importance	Care management is intended to identify and coordinate appropriate care and care alternatives including reviewing medical necessity; negotiating care and services; identifying barriers to care including contract limitations and evaluation of solutions outside the group health plan; assisting the member and family to identify appropriate community-based resources or government programs; and assisting members in the transition of care when there is a change in coverage.

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7. Factors Affecting What You Pay

How much you pay for covered services is affected by many different factors discussed in this section.

Benefit Year

A benefit year is a period of 12 consecutive months beginning on January 1 or beginning on the day your coverage goes into effect. The benefit year starts over each January 1. Your benefit year continues even if your employer or group sponsor changes Wellmark group health plan benefits during the year or you change to a different plan offering mid-benefit year from your same employer or group sponsor.

Certain coverage changes result in your Wellmark identification number changing. In some cases, a new benefit year will start under the new ID number for the rest of the benefit year. In this case, the benefit year would be less than a full 12 months. In other cases (e.g., adding your spouse to your coverage) the benefit year would continue and not start over.

If you are an inpatient in a covered facility on the date of your annual benefit year renewal, your benefit limitations and payment obligations, including your deductible and out-of-pocket maximum, for facility services will renew and will be based on the benefit limitations and payment obligation amounts in effect on the date you were admitted. However, your payment obligations, including your deductible and out-of-pocket maximum, for practitioner services will be based on the payment obligation amounts in effect on the day you receive services.

The benefit year is important for calculating:

- Deductible.
- Coinsurance.
- Out-of-pocket maximum.
- Benefits maximum.

How Coinsurance is Calculated

The amount on which coinsurance is calculated depends on the state where you receive a covered service and the contracting status of the provider.

PPO Providers in the Wellmark Service Area and Out-of-Network Providers

Coinsurance is calculated using the payment arrangement amount after the following amounts (if applicable) are subtracted from it:

- Deductible.
- Amounts representing any general exclusions and conditions. See *General Conditions of Coverage, Exclusions, and Limitations*, page 31.

The No Surprises Act may impact deductible, coinsurance, and out-of-pocket maximum calculations. See *Payment Details*, page 4.

PPO and Participating Providers Outside the Wellmark Service Area

The coinsurance for covered services is calculated on the lower of:

- The amount charged for the covered service, or
- The negotiated price that the Host Blue makes available to Wellmark after the following amounts (if applicable) are subtracted from it:
 - Deductible.
 - Amounts representing any general exclusions and conditions. See *General Conditions of Coverage, Exclusions, and Limitations*, page 31.

Often, the negotiated price will be a simple discount that reflects an actual price the

local Host Blue paid to your provider. Sometimes, the negotiated price is an estimated price that takes into account special arrangements with your healthcare provider or provider group that may include types of settlements, incentive payments, and/or other credits or charges. Occasionally, the negotiated price may be an average price based on a discount that results in expected average savings for similar types of healthcare providers after taking into account the same types of transactions as with an estimated price. Estimated pricing and average pricing, going forward, also take into account adjustments to correct for over- or under-estimation of modifications of past pricing for the types of transaction modifications noted previously. However, such adjustments will not affect the price we use for your claim because they will not be applied retroactively to claims already paid.

Occasionally, claims for services you receive from a provider that participates with a Blue Cross and/or Blue Shield Plan outside of Iowa or South Dakota may need to be processed by Wellmark instead of by the BlueCard Program. In that case, coinsurance is calculated using the payment arrangement amount for covered services after the following amounts (if applicable) are subtracted from it:

- Deductible.
- Amounts representing any general exclusions and conditions. See *General Conditions of Coverage, Exclusions, and Limitations*, page 31.

Laws in a small number of states may require the Host Blue Plan to add a surcharge to your calculation. If any state laws mandate other liability calculation methods, including a surcharge, Wellmark will calculate your payment obligation for any covered services according to applicable law. For more information, see *BlueCard Program*, page 38.

The No Surprises Act may impact deductible, coinsurance, and out-of-pocket

maximum calculations. See *Payment Details*, page 4.

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/or Blue Shield Plan with which the provider contracts. These payment arrangements may result in savings.
- The health plan payment is sent directly to the provider.

Participating Providers

Wellmark and Blue Cross and/or Blue Shield Plans have contracting relationships with Participating Providers. Pharmacies that contract with our pharmacy benefits manager are considered Participating Providers. To determine if a pharmacy contracts with our pharmacy benefits manager, ask the pharmacist, consult the directory of participating pharmacies on our website at *Wellmark.com*, or call the Customer Service number on your ID card. When you receive services from Participating Providers:

- The Participating payment obligation amounts may be waived or may be less than the Out-of-Network amounts for certain covered services. See *Waived Payment Obligations*, page 5.

- These providers agree to accept Wellmark's payment arrangements, or payment arrangements or negotiated prices of the Blue Cross and/or 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:

- The following is true unless the No Surprises Act applies:
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 38. However, when you receive services in an in-network facility and are provided covered services by an Out-of-Network ancillary provider, in-network cost-share will be applied and accumulate toward the out-

of-pocket maximum. For this purpose, ancillary providers include pathologists, emergency room physicians, anesthesiologists, radiologists, or hospitalists. Because we do not have contracts with Out-of-Network Providers and they may not accept our payment arrangements, you will still be responsible for any difference between the billed charge and our settlement amount for the services from the Out-of-Network ancillary provider unless the No Surprises Act applies.

- Wellmark does not make claim payments directly to these providers, and you are responsible for ensuring that your provider is paid in full, unless the No Surprises Act applies, in which case Wellmark will pay the Out-of-Network Provider directly.
- 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, and you are responsible for forwarding the check to the provider (plus any billed balance you may owe), unless the No Surprises Act applies, in which case Wellmark will pay the Out-of-Network Provider directly.
- When the No Surprises Act applies to your items or services, you cannot be billed for the difference between the amount charged and the total amount paid by us. The only exception to this would be if an eligible Out-of-Network Provider performing services in a participating facility gives you proper notice in plain language that you will be receiving services from an Out-of-Network Provider and you consent to be balance-billed and to have the amount that you pay determined without reference to the No Surprises Act. Certain providers are not permitted to provide notice and request consent for this purpose. These include items and services related to emergency medicine, anesthesiology, pathology, radiology, and neonatology, whether provided by a

physician or nonphysician practitioner; items and services provided by assistant surgeons, hospitalists, and intensivists; diagnostic services, including radiology and laboratory services; and items and services provided by a nonparticipating provider, only if there is no Participating Provider who can furnish such item or service at such facility.

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 may be responsible. This amount may include services or supplies not covered; amounts in excess of a benefit maximum, benefit year maximum, or lifetime benefits maximum; denials for failure to follow a required precertification; and the difference between the amount charged and the maximum allowable fee for services from an Out-of-Network Provider. For general exclusions and examples of benefit limitations, see *General Conditions of Coverage, Exclusions, and Limitations*, page 31.
- *Amount Paid by Health Plan*, which reflects our payment responsibility to a provider or to you. We determine this amount by subtracting the following amounts (if applicable) from the amount charged:
 - Deductible.
 - Coinsurance.
 - Amounts representing any general exclusions and conditions.
 - Network savings.

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, except to the extent of any amounts you may owe.

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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 61.

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 101.

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 61.

A late enrollee may enroll for coverage only at open enrollment.

Leave of Absence

Active employees may be entitled to a leave of absence in accordance with the following provisions:

Leave of Absence (Paid and Unpaid)

During any period for which an active employee is granted by the City an approved paid leave of absence, such active employee will continue to be an active employee under the terms of the plan for the leave of absence period approved by the City. The employee portion of the contribution will be required from the active employee to continue coverage. During any period for which an active employee is granted by the City an approved unpaid leave of absence, such active employee will continue to be an active employee under the terms of the plan for the leave of absence period approved by the City. The entire contribution will be required from the active employee to continue coverage. Coverage will terminate under this provision upon expiration of approved leave of absence, or when contributions are not remitted in a timely manner. Upon termination of coverage under this provision, former active employees may then elect to continue coverage as specified under the *COBRA Continuation* section.

Temporary Layoff

During any period for which an active employee incurs a temporary layoff and on a basis precluding individual selection, the entire contribution will be required from the individual to continue coverage during the layoff period. Coverage will terminate under this provision when layoff is no longer considered temporary, or when the required contributions are not remitted in a timely manner. Upon termination of coverage under this provision, former active employees may then elect to continue coverage as specified under the COBRA Continuation section.

Changes to Information Related to You or to Your Benefits

Wellmark may, from time to time, permit changes to information relating to you or to your benefits. In such situations, Wellmark shall not be required to reprocess claims as a result of any such changes.

Qualified Medical Child Support Order

If you have a dependent child and you or your spouse's employer or group sponsor receives a Medical Child Support Order recognizing the child's right to enroll in this group health plan or in your spouse's benefits plan, the employer or group sponsor will promptly notify you or your spouse and the dependent that the order has been received. The employer or group sponsor also will inform you or your spouse and the dependent of its procedures for determining whether the order is a Qualified Medical Child Support Order (QMCSO). Participants and beneficiaries can obtain, without charge, a copy of such procedures from the plan administrator.

A QMCSO specifies information such as:

- Your name and last known mailing address.
- The name and mailing address of the dependent specified in the court order.

- A reasonable description of the type of coverage to be provided to the dependent or the manner in which the type of coverage will be determined.
- The period to which the order applies.

A Qualified Medical Child Support Order cannot require that a benefits plan provide any type or form of benefit or option not otherwise provided under the plan, except as necessary to meet requirements of Iowa Code Chapter 252E (2001) or Social Security Act Section 1908 with respect to group health plans.

The order and the notice given by the employer or group sponsor will provide additional information, including actions that you and the appropriate insurer must take to determine the dependent's eligibility and procedures for enrollment in the benefits plan, which must be done within specified time limits.

If eligible, the dependent will have the same coverage as you or your spouse and will be allowed to enroll immediately. You or your spouse's employer or group sponsor will withhold any applicable share of the cost of the dependent's health care coverage from your compensation and forward this amount to us.

If you are subject to a waiting period that expires more than 90 days after we receive the QMCSO, your employer or group sponsor must notify us when you become eligible for enrollment. Enrollment of the dependent will commence after you have satisfied the waiting period.

The dependent may designate another person, such as a custodial parent or legal guardian, to receive copies of explanations of benefits, checks, and other materials.

Your employer or group sponsor may not revoke enrollment or eliminate coverage for a dependent unless the employer or group

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sponsor receives satisfactory written evidence that:

- The court or administrative order requiring coverage in a group health plan is no longer in effect;
- The dependent's eligibility for or enrollment in a comparable benefits plan that takes effect on or before the date the dependent's enrollment in this group health plan terminates; or
- The employer eliminates dependent health coverage for all employees.

The employer or group sponsor is not required to maintain the dependent's coverage if:

- You or your spouse no longer pay the cost of coverage because the employer or group sponsor no longer owes compensation; or
- You or your spouse have terminated employment with the employer and have not elected to continue coverage.

Family and Medical Leave Act of 1993

The Family and Medical Leave Act of 1993 (FMLA), requires a covered employer to allow an employee with 12 months or more of service who has worked for 1,250 hours over the previous 12 months and who is employed at a worksite where 50 or more employees are employed by the employer within 75 miles of that worksite a total of 12 weeks of leave per fiscal year for the birth of a child, placement of a child with the employee for adoption or foster care, care for the spouse, child or parent of the employee if the individual has a serious health condition or because of a serious health condition, the employee is unable to perform any one of the essential functions of the employee's regular position. In addition, FMLA requires an employer to allow eligible employees to take up to 12 weeks of leave per 12-month period for qualifying exigencies arising out of a covered family member's active military duty in support of a contingency operation

and to take up to 26 weeks of leave during a single 12-month period to care for a covered family member recovering from a serious illness or injury incurred in the line of duty during active service.

Any employee taking a leave under the FMLA shall be entitled to continue the employee's benefits during the duration of the leave. The employer must continue the benefits at the level and under the conditions of coverage that would have been provided if the employee had remained employed. **Please note:** The employee is still responsible for paying their share of the premium if applicable. If the employee for any reason fails to return from the leave, the employer may recover from the employee that premium or portion of the premium that the employer paid, provided the employee fails to return to work for any reason other than the reoccurrence of the serious health condition or circumstances beyond the control of the employee.

Leave taken under the FMLA does not constitute a qualifying event so as to trigger COBRA rights. However, a qualifying event triggering COBRA coverage may occur when it becomes known that the employee is not returning to work. Therefore, if an employee does not return at the end of the approved period of Family and Medical Leave and terminates employment with employer, the COBRA qualifying event occurs at that time.

If you have any questions regarding your eligibility or obligations under the FMLA, contact your employer or group sponsor.

9. Coverage Changes and Termination

Open Enrollment Period

City of Cedar Falls will offer an annual enrollment period during which an employee may elect to participate in the plan. Also during this period, currently enrolled employees may change coverage options or choose to waive coverage. Any otherwise eligible employee who has previously waived coverage may elect to participate in the plan provided he or she applies during this enrollment period.

Retirees currently participating in the plan may elect to change their coverage option during this enrollment period. Retirees who have waived coverage since becoming a retiree may not elect to participate in the plan.

The enrollment period will be held annually during the month of **June** with a **July 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 or dependent loses coverage through his or her employer.
- You lose eligibility for coverage under Medicaid or the Children's Health Insurance Program (CHIP) (the *hawk-i* plan in Iowa).
- You become eligible for premium assistance under Medicaid or CHIP.

The following events allow you to add only the new dependent resulting from the event:

- Dependent child resumes status as a full-time student.
- Addition of a biological child by court order. See *Qualified Medical Child Support Order*, page 59.
- 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.

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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

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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.
- The number of individuals covered under this group health plan falls below the number or percentage of eligible individuals required to be covered.
- Your employer sends a written request to terminate coverage.

Also see *Fraud or Intentional Misrepresentation of Material Facts*, and *Nonpayment* later in this section.

When you become unemployed and your eligibility is based on employment, your coverage will end at the end of the month your employment ends. When your coverage terminates for all other reasons,

check with your employer or group sponsor or call the Customer Service number on your ID card to verify the coverage termination date.

If you receive covered facility services as an inpatient of a hospital or a resident of a nursing facility on the date your coverage eligibility terminates, payment for the covered facility services will end on the earliest of the following:

- The end of your remaining days of coverage under this benefits plan.
- The date you are discharged from the hospital or nursing facility following termination of your coverage eligibility.
- A period not more than 60 days from the date of termination.

Only facility services will be covered under this extension of benefits provision. Benefits for professional services will end on the date of termination of your coverage eligibility.

Fraud or Intentional Misrepresentation of Material Facts

Your coverage will terminate immediately if:

- You use this group health plan fraudulently or intentionally misrepresent a material fact in your application; or
- Your employer or group sponsor commits fraud or intentionally misrepresents a material fact under the terms of this group health plan.

If your coverage is terminated for fraud or intentional misrepresentation of a material fact, then:

- We may declare this group health plan void retroactively from the effective date of coverage following a 30-day written notice. In this case, we will recover any claim payments made.
- Premiums may be retroactively adjusted as if the fraud or intentionally misrepresented material fact had been accurately disclosed in your application.
- We will retain legal rights, including the right to bring a civil action.

Nonpayment

If you or your employer or group sponsor fail to make required payments to us when due or within the allowed grace period, your coverage will terminate the last day of the month in which the required payments are due.

Retiree Termination of Coverage

Coverage will end on the earliest of the following dates:

- the expiration of the period for which the last monthly payment was made timely for coverage under the plan;
- the last day of the month in which the retiree is no longer receiving or entitled to be receiving, based upon the retiree's own disability or age and service status, a pension benefit from the Iowa Public Employee Retirement System (IPERS), Social Security Disability benefit, or a pension benefit pursuant to Chapter 411 of the Iowa Code;
- the date of death;
- the date the member becomes entitled to Medicare;
- the date this plan is terminated with respect to the City, and there is no successor plan.

Unless otherwise specified under this plan, when coverage terminates, benefits will not be provided for any medical and prescription drug services after the termination date even though these services are furnished as a result of an injury or illness that occurred prior to termination of coverage.

Coverage Continuation

When your coverage ends, you may be eligible to continue coverage under this group health plan.

COBRA Continuation

COBRA continuation coverage is a temporary extension of group health coverage under the plan under certain circumstances when coverage would

otherwise end. The right to COBRA coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA coverage can become available when you would otherwise lose group health coverage under the plan. It can also become available to your spouse and dependent children, if they are covered under the plan, when they would otherwise lose their group health coverage under the plan. The following paragraphs generally explain COBRA coverage, when it may become available to you and your family, and what you need to do to protect the right to receive it.

The description of COBRA coverage contained here applies only to the group health plan benefits offered under the plan and not to any other benefits offered by your employer or group sponsor (such as life insurance, disability, or accidental death or dismemberment benefits). The plan provides no greater COBRA rights than what COBRA requires. Nothing in the plan is intended to expand the participant's rights beyond COBRA's requirements.

Coverage Entitlement. You, your spouse, and/or your dependent child(ren) will be entitled to elect COBRA if you lose your group health coverage under the plan because of a life event known as a *qualifying event*. You may be entitled to continue this coverage under COBRA for a period of 18, 29, or 36 months depending on the qualifying event that causes loss of coverage under this plan. See *Length of Coverage* later in this section.

The following are recognized qualifying events that will entitle you, your spouse, and/or your dependent child(ren) for COBRA Coverage.

You will be entitled to elect COBRA:

- If you lose your group health coverage under the plan because your hours of employment are reduced; or
- Your employment ends for any reason other than your gross misconduct.

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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 Discovery Benefits, LLC. 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:

Discovery Benefits, LLC
PO Box 2079
Omaha, NE 68103

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

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election notice will lose his or her right to elect COBRA coverage.

When you complete the Election form, you must notify Discovery Benefits, LLC 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 Discovery Benefits, LLC 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 Discovery Benefits, LLC and mailed to:

Discovery Benefits, LLC
PO Box 2079
Omaha, NE 68103

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 Discovery Benefits, LLC 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:

Discovery Benefits, LLC
PO Box 2079
Omaha, NE 68103

The contact information for the plan may change from time to time. The most recent information will be included in the most recent plan documents (if you are not sure whether this is the most recent plan document, you may request the most recent one from the plan administrator or your employer or group sponsor).

Continuation for Public Group

Iowa Code Sections 509A.7 and 509A.13 may apply if you are an employee of the State, an Iowa school district, or other public entity supported by public funds. If this law applies to you, you may be entitled to continue participation in this medical benefits plan when you retire.

Coverage Continuation or Reenrollment Upon Death of Eligible Peace Officer or Fire Fighter in the Line of Duty

Pursuant to Iowa Code Section 509A.13C, a governing body, county board of supervisors, or city council that sponsors a health care coverage plan for its employees under Iowa Code chapter 509A shall permit continuation of existing coverage or reenrollment in previously existing health coverage for the surviving spouse and each surviving child of an eligible peace officer or fire fighter. An "eligible peace officer or fire fighter" means a peace officer, as defined in Iowa Code Section 801.4, or a fire fighter, as defined in Iowa Code Section 411.1, to which a line of duty death benefit is payable pursuant to Iowa Code Section 97A.6, Subsection 16, Iowa Code Section 97B.52, Subsection 2, or Iowa Code Section 411.6, Subsection 15. A governing body, a county board of supervisors, or a city council shall also permit continuation of existing coverage for the surviving spouse and each surviving child of an eligible peace officer or fire fighter until such time as the determination is made as to whether to provide a line of duty death benefit.

Iowa Code Section 509A.13C applies retroactively to allow reenrollment in previously existing health coverage for the surviving spouse and each surviving child of an eligible peace officer or fire fighter who died in the line of duty on or after January 1, 1985. Coverage benefits will be provided for services on or after the date of reenrollment.

Eligibility for continuation and reenrollment are subject to any applicable conditions and limitations in Iowa Code Section 509A.13C. To request coverage

continuation or reenrollment under Iowa Code Section 509A.13C, the surviving spouse, on his/her behalf and on behalf of each surviving child, must provide written notification to the applicable governing body, county board of supervisors, or city council. The governing body, county board of supervisors, or city council must then notify Wellmark of the continuation or reenrollment request.

The governing body, county board of supervisors, or city council is not required to pay for the cost of the coverage for the surviving spouse and children but may choose to pay the cost or a portion of the cost for the coverage. If the full cost of the coverage is not paid by the governing body, county board of supervisors, or city council, the surviving spouse, on his/her behalf and on behalf of each surviving child, may elect to continue the health care coverage by paying that portion of the cost of the coverage not paid by the governing body, county board of supervisors, or city council.

The continuation and reenrollment options are not available if the surviving spouse or surviving child who would otherwise be entitled to continuation or reenrollment under this section was, through the surviving spouse's or surviving child's actions, a substantial contributing factor to the death of the eligible peace officer or fire fighter.

Continuation Under Iowa Law

Under Iowa Code Chapter 509B, you may be eligible to continue your medical care coverage for up to nine months if:

- You lose the coverage you have been receiving through your employer or group sponsor; and
- You have been covered by your medical benefits plan continuously for the last three months.

Your employer or group sponsor must provide written notice of your right to continue coverage within 10 days of the last day you are considered employed or your coverage ends. You will then have 10 days to

give your employer or group sponsor written notice that you want to continue coverage.

Your right to continue coverage ends 31 days after the date of your employment termination or the date you were given notice of your continuation right, whichever is later.

If you lose your coverage because of divorce, annulment, or death of the employee, you must notify the employer or group sponsor providing the coverage within 31 days.

Benefits provided by continuation coverage may not be identical to the benefits that active employees have and will be subject to different premium rates. You will be responsible for paying any premiums to your employer or group sponsor for continuation coverage.

If you believe the Iowa continuation law applies to you, you may contact your employer or group sponsor for information on premiums and any necessary paperwork.

If you are eligible for coverage continuation under both Iowa law and COBRA, your employer can comply with Iowa law by offering only COBRA continuation.

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10. Claims

Once you receive services, we must receive a claim to determine the amount of your benefits. The claim lets us know the services you received, when you received them, and from which provider.

Neither you nor your provider shall bill Wellmark for services provided under a direct primary care agreement as authorized under Iowa law.

When to File a Claim

You need to file a claim if you:

- Use a provider who does not file claims for you. Participating and PPO providers file claims for you.

Wellmark must receive claims within 180 days following the date of service of the claim (or 180 days from date of discharge for inpatient claims) 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. If you receive services outside of Wellmark's service area, Wellmark must receive the claim within 180 days following the date of service (or 180 days from date of discharge for inpatient claims) or within the filing requirement in the contractual agreement between the Participating Provider and the Host Blue. If you receive services from an Out-of-Network Provider, the claim has to be filed within 180 days following the date of service or date of discharge for inpatient claims.

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 79.

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

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- 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 your attending provider has determined are medically appropriate.
- For dependent children, certain well-woman preventive care services that the attending provider determined are age- and developmentally-appropriate.
- Anesthesia services in connection with a preventive colonoscopy when your attending provider determined that anesthesia would be medically appropriate.
- A required consultation prior to a screening colonoscopy, if your attending provider determined that the pre-procedure consultation would be medically appropriate for you.
- If you received pathology services from an in-network provider related to a preventive colonoscopy screening for which you were responsible for a portion of the cost, such as a deductible, copayment or coinsurance.
- Certain immunizations that ACIP recommends for specified individuals (rather than for routine use for an entire population), when prescribed by your health care provider consistent with the ACIP recommendations.
- FDA-approved intrauterine devices and implants, if prescribed by your health care provider.

You may request a benefit exception review orally or in writing by submitting your request to the address listed in the *Appeals* section. To be considered, your request must include supporting medical record documentation and a letter or statement from your treating provider that the services or supplies were medically necessary and

your treating provider's reason(s) for their determination that the services or supplies were medically necessary.

Your request will be addressed within the timeframes outlined in the *Appeals* section based upon whether your request is a medically urgent or non-medically urgent matter.

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11. Coordination of Benefits

Coordination of benefits applies when you have more than one plan, insurance policy, or group health plan that provides the same or similar benefits as this plan. Benefits payable under this plan, when combined with those paid under your other coverage, will not be more than 100 percent of either our payment arrangement amount or the other plan's payment arrangement amount.

The method we use to calculate the payment arrangement amount may be different from your other plan's method.

Other Coverage

When you receive services, you must inform us that you have other coverage, and inform your health care provider about your other coverage. Other coverage includes any of the following:

- Group and nongroup insurance contracts and subscriber contracts.
- HMO contracts.
- Uninsured arrangements of group or group-type coverage.
- Group and nongroup coverage through closed panel plans.
- Group-type contracts.
- The medical care components of long-term contracts, such as skilled nursing care.
- Medicare or other governmental benefits (not including Medicaid).
- The medical benefits coverage of your auto insurance (whether issued on a fault or no-fault basis).

Coverage that is not subject to coordination of benefits includes the following:

- Hospital indemnity coverage or other fixed indemnity coverage.
- Accident-only coverage.
- Specified disease or specified accident coverage.
- Limited benefit health coverage, as defined by Iowa law.

- School accident-type coverage.
- Benefits for nonmedical components of long-term care policies.
- Medicare supplement policies.
- Medicaid policies.
- Coverage under other governmental plans, unless permitted by law.

You must cooperate with Wellmark and provide requested information about other coverage. Failure to provide information can result in a denied claim. We may get the facts we need from or give them to other organizations or persons for the purpose of applying the following rules and determining the benefits payable under this plan and other plans covering you. We need not tell, or get the consent of, any person to do this.

Your Participating or PPO provider will forward your coverage information to us. If you see an Out-of-Network Provider, you are responsible for informing us about your other coverage.

Claim Filing

If you know that your other coverage has primary responsibility for payment, after you receive services, a claim should be submitted to your other insurance carrier first. If that claim is processed with an unpaid balance for benefits eligible under this group health plan, you or your provider should submit a claim to us and attach the other carrier's explanation of benefit payment within 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.

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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 96.
- 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.

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.

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.

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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

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12. Appeals

Right of Appeal

You have the right to one full and fair review in the case of an adverse benefit determination, including a determination on a surprise bill, 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 93.

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.

- A surprise bill.
- Concurrent review or admission to a facility. See *Notification Requirements and Care Coordination*, page 45.
- 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
1963 Bell Avenue, Suite 100
Des Moines, IA 50315
Fax: 515-654-6500
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 investigational or experimental and your treating physician has certified in writing that delaying the service or treatment would render it significantly less effective, you may also have the right to request an expedited external review.

You or your authorized representative may submit an oral or written expedited external review request to the Iowa Insurance Division by contacting the Iowa Insurance Division at **877-955-1212**.

If the Insurance Division determines the request is eligible for an expedited external review, the Division will immediately assign an IRO to conduct the review and a decision will be made expeditiously, but in no event more than 72 hours after the IRO receives the request for an expedited external review.

Arbitration and Legal Action

You shall not start arbitration or legal action against us until you have exhausted the appeal procedure described in this section. See the *Arbitration and Legal Action* section and *Governing Law*, page 95, for important information about your arbitration and legal action rights after you have exhausted the appeal procedures in this section.

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13. Arbitration and Legal Action

PLEASE READ THIS SECTION
CAREFULLY

Mandatory Arbitration

You shall not start an action against us on any Claims (as defined below) unless you have first exhausted the appeal processes described in the *Appeals* section of this summary plan description.

Except as solely discussed below, this section provides that Claims must be resolved by binding mandatory arbitration. Arbitration replaces the right to go to court, have a jury trial or initiate or participate in a class action. In arbitration, disputes are resolved by an arbitrator, not a judge or a jury. Arbitration procedures are simpler and more limited than in court.

Covered Claims

Except as solely stated below, you or we must arbitrate any claim, dispute or controversy arising out of or related to this summary plan description or any other document related to your health plan, including, but not limited to, member eligibility, benefits under your health plan or administration of your health plan (any and/or all of the foregoing called "Claims").

Except as stated below, all Claims are subject to mandatory arbitration, no matter what legal theory they are based, whether in law or equity, upon or what remedy (damages, or injunctive or declaratory relief) they seek, including Claims based on contract, tort (including intentional tort), fraud, agency, your or our negligence, statutory or regulatory provisions, or any other sources of law; counterclaims, cross-claims, third-party claims, interpleaders or otherwise; Claims made regarding past, present or future conduct; and Claims made independently or with other claims. This also includes Claims made by or against anyone connected with us or you or claiming through us or you, or by someone

making a claim through us or you, such as a covered family member, employee, agent, representative, or an affiliated or subsidiary company. For purposes of this *Arbitration and Legal Action* section, the words "we," "us," and "our" refer to Wellmark, Inc., and its subsidiaries and affiliates, the plan sponsor and/or the plan administrator, as well as their respective directors, officers, employees and agents.

No Class Arbitrations and Class Actions Waiver

YOU UNDERSTAND AND AGREE THAT YOU AND WE BOTH ARE VOLUNTARILY AND IRREVOCABLY WAIVING THE RIGHT TO PURSUE OR HAVE A DISPUTE RESOLVED AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE OR REPRESENTATIVE PROCEEDING PENDING BETWEEN YOU AND US. YOU ARE AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN CLASS ARBITRATIONS, CLASS ACTIONS AND ANY OTHER COLLECTIVE OR REPRESENTATIVE ACTIONS. Neither you nor we consent to the incorporation of the AAA Supplementary Rules for Class Arbitration into the rules governing the arbitration of Claims. The arbitrator has no authority to arbitrate any claim on a class or representative basis and may award relief only on an individual basis. Claims of two or more persons may not be combined in the same arbitration, unless both you and we agree to do so.

Claims Excluded from Mandatory Arbitration

- Small Claims – individual Claims filed in a small claims court are not subject to arbitration, as long as the matter stays in small claims court.
- Claims Excluded By Applicable Law – federal or state law may exempt certain Claims from mandatory arbitration. **IF**

AN ARBITRATOR DETERMINES A PARTICULAR CLAIM IS EXCLUDED FROM ARBITRATION BY FEDERAL OR STATE LAW, CLAIMS EXCLUDED BY APPLICABLE LAW, LATER IN THIS SECTION, AND GOVERNING LAW, PAGE 95, WILL APPLY TO THE PARTIES AND SUCH PARTICULAR CLAIM.

Arbitration Process Generally

- No demand for arbitration of a Claim because of a health benefit claim under this plan, or because of the alleged breach of this plan, shall be made more than two years after the end of the calendar year in which the services or supplies were provided.
- Arbitration shall be conducted by the American Arbitration Association (“AAA”) according to the Federal Arbitration Act (“FAA”) (to the exclusion of any state laws inconsistent therewith), this arbitration provision and the applicable AAA Consumer Arbitration Rules in effect when the Claim is filed (“AAA Rules”), except where those rules conflict with this arbitration provision. You can obtain copies of the AAA Rules at the AAA’s website (www.adr.org). You or we may choose to have a hearing, appear at any hearing by phone or other electronic means, and/or be represented by counsel. Any in-person hearing will be held in the same city as the U.S. District Court closest to your billing address.
- Either you or we may apply to a court for emergency, temporary or preliminary injunctive relief or an order in aid of arbitration (i) prior to the appointment of an arbitrator or (ii) after the arbitrator makes a final award and closes the arbitration. Once an arbitrator has been appointed until the arbitration is closed, emergency, temporary or preliminary injunctive relief may only be granted by the arbitrator. Either you or we may apply to a court for enforcement of any emergency, temporary or preliminary injunctive relief granted by the arbitrator.
- Arbitration may be compelled at any time by either party, even where there is a pending lawsuit in court, unless a trial has begun or a final judgment has been entered. Neither you nor we waive the right to arbitrate by filing or serving a complaint, answer, counterclaim, motion, or discovery in a court lawsuit. To invoke arbitration, a party may file a motion to compel arbitration in a pending matter and/or commence arbitration by submitting the required AAA forms and requisite filing fees to the AAA.
- The arbitration shall be conducted by a single arbitrator in accordance with this arbitration provision and the AAA Rules, which may limit discovery. The arbitrator shall not apply any federal or state rules of civil procedure for discovery, but the arbitrator shall honor claims of privilege recognized at law and shall take reasonable steps to protect plan information and other confidential information of either party if requested to do so. The parties agree that the scope of discovery will be limited to non-privileged information that is relevant to the Claim, and consistent with the parties’ intent, the arbitrator shall ensure that allowed discovery is reasonable in scope, cost-effective and non-onerous to either party. The arbitrator shall apply the FAA and other applicable substantive law not inconsistent with the FAA, and may award damages or other relief under applicable law.
- The arbitrator shall make any award in writing and, if requested by you or us, may provide a brief written statement of the reasons for the award. An arbitration award shall decide the rights and obligations only of the parties named in the arbitration and shall not have any bearing on any other person or dispute.

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IF ARBITRATION IS INVOKED BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN PREARBITRATION DISCOVERY EXCEPT AS PROVIDED FOR IN THE APPLICABLE ARBITRATION RULES. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. YOU UNDERSTAND THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

Arbitration Fees and Other Costs

The AAA Rules determine what costs you and we will pay to the AAA in connection with the arbitration process. In most instances, your responsibility for filing, administrative and arbitrator fees to pursue a Claim in arbitration will not exceed \$200. However, if the arbitrator decides that either the substance of your claim or the remedy you asked for is frivolous or brought for an improper purpose, the arbitrator will use the AAA Rules to determine whether you or we are responsible for the filing, administrative and arbitrator fees.

You may wish to consult with or be represented by an attorney during the arbitration process. Each party is responsible for its own attorney's fees and other expenses, such as witness fees and expert witness costs.

Confidentiality

The arbitration proceedings and arbitration award shall be maintained by the parties as strictly confidential, except as is otherwise required by court order, as is necessary to confirm, vacate or enforce the award, and for disclosure in confidence to the parties' respective attorneys and tax advisors of a party who is an individual.

Questions of Arbitrability

You and we mutually agree that the arbitrator, and not a court, will decide in the first instance all questions of substantive arbitrability, including without limitation the validity of this Section, whether you and we are bound by it, and whether this Section applies to a particular Claim.

Claims Excluded By Applicable Law

If an arbitrator determines a particular Claim is excluded from arbitration by federal or state law, you and we agree that the following terms will apply to any legal or equitable action brought in court because of such Claim:

- You shall not bring any legal or equitable action against us because of a health benefit claim under this plan, or because of the alleged breach of this plan, more than two years after the end of the calendar year in which the services or supplies were provided.
- Any action brought because of a Claim under this plan will be litigated in the state or federal courts located in the state of Iowa and in no other.
- **YOU AND WE BOTH WAIVE ANY RIGHT TO A JURY TRIAL WITH RESPECT TO AND IN ANY CLAIM.**
- **FURTHER, YOU AND WE BOTH WAIVE ANY RIGHT TO SEEK OR RECOVER PUNITIVE OR EXEMPLARY DAMAGES WITH RESPECT TO ANY CLAIM.**

Survival and Severability of Terms

This *Arbitration and Legal Action* section will survive termination of the plan. If any portion of this provision is deemed invalid or unenforceable under any law or statute it will not invalidate the remaining portions of this *Arbitration and Legal Action* section or the plan. To the extent a Claim qualifies for mandatory arbitration and there is a conflict or inconsistency between the AAA Rules

and this *Arbitration and Legal Action* section, this *Arbitration and Legal Action* section will govern.

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14. General Provisions

Contract

The conditions of your coverage are defined in your contract. Your contract includes:

- Any application you submitted to us or to your employer or group sponsor.
- Any agreement or group policy we have with your employer or group sponsor.
- Any application completed by your employer or group sponsor.
- This summary plan description and any amendments.

All of the statements made by you or your employer or group sponsor in any of these materials will be treated by us as representations, not warranties.

Interpreting this Summary Plan Description

We will interpret the provisions of this summary plan description and determine the answer to all questions that arise under it. We have the administrative discretion to determine whether you meet our written eligibility requirements, or to interpret any other term in this summary plan description. If any benefit described in this summary plan description is subject to a determination of medical necessity, unless otherwise required by law, we will make that factual determination. Our interpretations and determinations are final and conclusive, subject to the appeal procedures outlined earlier in this summary plan description.

There are certain rules you must follow in order for us to properly administer your benefits. Different rules appear in different sections of your summary plan description. You should become familiar with the entire document.

Plan Year

The Plan Year has been designated and communicated to Wellmark by your group health plan's plan sponsor or plan

administrator as the twelve month period commencing on the effective date of your group health plan's annual renewal with Wellmark.

Authority to Terminate, Amend, or Modify

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

Authorized Group Benefits Plan Changes

No agent, employee, or representative of ours is authorized to vary, add to, change, modify, waive, or alter any of the provisions described in this summary plan description. This summary plan description cannot be changed except by one of the following:

- Written amendment signed by an authorized officer and accepted by you or your employer or group sponsor.
- Our receipt of proper notification that an event has changed your spouse or dependent's eligibility for coverage. See *Coverage Changes and Termination*, page 61.

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.

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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.

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Medicaid Enrollment and Payments to Medicaid

Assignment of Rights

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

Enrollment Without Regard to Medicaid

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

Acquisition by States of Rights of Third Parties

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

Medicaid Reimbursement

When a PPO or Participating provider submits a claim to a state Medicaid program for a covered service and Wellmark reimburses the state Medicaid program for the service, Wellmark's total payment for the service will be limited to the amount paid to the state Medicaid program. No additional payments will be made to the provider or to you.

Subrogation

For purposes of this "Subrogation" section, "third party" includes, but is not limited to, any of the following:

- The responsible person or that person's insurer;
- Uninsured motorist coverage;
- Underinsured motorist coverage;
- Personal umbrella coverage;

- Other insurance coverage including, but not limited to, homeowner's, motor vehicle, or medical payments insurance; and
- Any other payment from a source intended to compensate you for injuries resulting from an accident or alleged negligence.

Right of Subrogation

If you or your legal representative have a claim to recover money from a third party and this claim relates to an illness or injury for which this group health plan provides benefits, we, on behalf of your employer or group sponsor, will be subrogated to you and your legal representative's rights to recover from the third party as a condition to your receipt of benefits.

Right of Reimbursement

If you have an illness or injury as a result of the act of a third party or arising out of obligations you have under a contract and you or your legal representative files a claim under this group health plan, as a condition of receipt of benefits, you or your legal representative must reimburse us for all benefits paid for the illness or injury from money received from the third party or its insurer, or under the contract, to the extent of the amount paid by this group health plan on the claim.

Once you receive benefits under this group health plan arising from an illness or injury, we will assume any legal rights you have to collect compensation, damages, or any other payment related to the illness or injury from any third party.

You agree to recognize our rights under this group health plan to subrogation and reimbursement. These rights provide us with a priority over any money paid by a third party to you relative to the amount paid by this group health plan, including priority over any claim for nonmedical charges, or other costs and expenses. We will assume all rights of recovery, to the extent of payment made under this group health plan, regardless of whether payment

is made before or after settlement of a third party claim, and regardless of whether you have received full or complete compensation for an illness or injury.

Procedures for Subrogation and Reimbursement

You or your legal representative must do whatever we request with respect to the exercise of our subrogation and reimbursement rights, and you agree to do nothing to prejudice those rights. In addition, at the time of making a claim for benefits, you or your legal representative must inform us in writing if you have an illness or injury caused by a third party or arising out of obligations you have under a contract. You or your legal representative must provide the following information, by registered mail, as soon as reasonably practicable of such illness or injury to us as a condition to receipt of benefits:

- The name, address, and telephone number of the third party that in any way caused the illness or injury or is a party to the contract, and of the attorney representing the third party;
- The name, address and telephone number of the third party's insurer and any insurer of you;
- The name, address and telephone number of your attorney with respect to the third party's act;
- Prior to the meeting, the date, time and location of any meeting between the third party or his attorney and you, or your attorney;
- All terms of any settlement offer made by the third party or his insurer or your insurer;
- All information discovered by you or your attorney concerning the insurance coverage of the third party;
- The amount and location of any money that is recovered by you from the third party or his insurer or your insurer, and the date that the money was received;
- Prior to settlement, all information related to any oral or written settlement

agreement between you and the third party or his insurer or your insurer;

- All information regarding any legal action that has been brought on your behalf against the third party or his insurer; and
- All other information requested by us.

Send this information to:

Wellmark Blue Cross and Blue Shield
1331 Grand Avenue, Station 5W580
Des Moines, IA 50309-2901

You also agree to all of the following:

- You will immediately let us know about any potential claims or rights of recovery related to the illness or injury.
- You will furnish any information and assistance that we determine we will need to enforce our rights under this group health plan.
- You will do nothing to prejudice our rights and interests including, but not limited to, signing any release or waiver (or otherwise releasing) our rights, without obtaining our written permission.
- You will not compromise, settle, surrender, or release any claim or right of recovery described above, without obtaining our written permission.
- If payment is received from the other party or parties, you must reimburse us to the extent of benefit payments made under this group health plan.
- In the event you or your attorney receive any funds in compensation for your illness or injury, you or your attorney will hold those funds (up to and including the amount of benefits paid under this group health plan in connection with the illness or injury) in trust for the benefit of this group health plan as trustee(s) for us until the extent of our right to reimbursement or subrogation has been resolved.
- In the event you invoke your rights of recovery against a third-party related to the illness or injury, you will not seek an advancement of costs or fees from us.

- The amount of our subrogation interest shall be paid first from any funds recovered on your behalf from any source, without regard to whether you have been made whole or fully compensated for your losses, and the “make whole” rule is specifically rejected and inapplicable under this group health plan.
- We will not be liable for payment of any share of attorneys’ fees or other expenses incurred in obtaining any recovery, except as expressly agreed in writing, and the “common fund” rule is specifically rejected and inapplicable under this group health plan.

It is further agreed that in the event that you fail to take the necessary legal action to recover from the responsible party, we shall have the option to do so and may proceed in its name or your name against the responsible party and shall be entitled to the recovery of the amount of benefits paid under this group health plan and shall be entitled to recover its expenses, including reasonable attorney fees and costs, incurred for such recovery.

In the event we deem it necessary to institute legal action against you if you fail to repay us as required in this group health plan, you shall be liable for the amount of such payments made by us as well as all of our costs of collection, including reasonable attorney fees and costs.

You hereby authorize the deduction of any excess benefit received or benefits that should not have been paid, from any present or future compensation payments.

You and your covered family member(s) must notify us if you have the potential right to receive payment from someone else. You must cooperate with us to ensure that our rights to subrogation are protected.

Our right of subrogation and reimbursement under this group health plan applies to all rights of recovery, and not only to your right to compensation for medical expenses. A settlement or judgment

structured in any manner not to include medical expenses, or an action brought by you or on your behalf which fails to state a claim for recovery of medical expenses, shall not defeat our rights of subrogation and reimbursement if there is any recovery on your claim.

We reserve the right to offset any amounts owed to us against any future claim payments.

Workers’ Compensation

If you have received benefits under this group health plan for an injury or condition that is the subject or basis of a workers’ compensation claim (whether litigated or not), we are entitled to reimbursement to the extent benefits are paid under this plan in the event that your claim is accepted or adjudged to be covered under workers’ compensation.

Furthermore, we are entitled to reimbursement from you to the full extent of benefits paid out of any proceeds you receive from any workers’ compensation claim, regardless of whether you have been made whole or fully compensated for your losses, regardless of whether the proceeds represent a compromise or disputed settlement, and regardless of any characterization of the settlement proceeds by the parties to the settlement. We will not be liable for any attorney’s fees or other expenses incurred in obtaining any proceeds for any workers’ compensation claim.

We utilize industry standard methods to identify claims that may be work-related. This may result in initial payment of some claims that are work-related. We reserve the right to seek reimbursement of any such claim or to waive reimbursement of any claim, at our discretion.

Payment in Error

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

If we determine we did not make full payment, Wellmark will make the correct payment without interest.

Notice

If a specific address has not been provided elsewhere in this summary plan description, you may send any notice to Wellmark's office:

Wellmark Blue Cross and Blue Shield
1331 Grand Avenue
Des Moines, IA 50309-2901

Any notice from Wellmark to you is acceptable when sent to your address as it appears on Wellmark's records or the address of the group through which you are enrolled.

Submitting a Complaint

If you are dissatisfied or have a complaint regarding our products or services, call the Customer Service number on your ID card. We will attempt to resolve the issue in a timely manner. You may also contact Customer Service for information on where to send a written complaint.

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Consent to Telephone Calls and Text or Email Notifications

By enrolling in this employer sponsored group health plan, and providing your phone number and email address to your employer or to Wellmark, you give express consent to Wellmark to contact you using the email address or residential or cellular telephone number provided via live or pre-recorded voice call, or text message notification or email notification. Wellmark may contact you for purposes of providing important information about your plan and benefits, or to offer additional products and services related to your Wellmark plan. You may revoke this consent by following instructions given to you in the email, text or call notifications, or by telling the Wellmark representative that you no longer want to receive calls.

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Glossary

The definitions in this section are terms that are used in various sections of this summary plan description. A term that appears in only one section is defined in that section.

Accidental Injury. An injury, independent of disease or bodily infirmity or any other cause, that happens by chance and requires immediate medical attention.

Admission. Formal acceptance as a patient to a hospital or other covered health care facility for a health condition.

Amount Charged. The amount that a provider bills for a service or supply, whether or not it is covered under this group health plan.

Benefits. Medically necessary services or supplies that qualify for payment under this group health plan.

BlueCard Program. The Blue Cross Blue Shield Association program that permits members of any Blue Cross or Blue Shield Plan to have access to the advantages of PPO Providers throughout the United States.

Continuing Care Patient is an individual who, with respect to a provider or facility:

- is undergoing a course of treatment for a serious or complex condition from the provider or facility;
- is undergoing a course of institutional or inpatient care from the provider or facility;
- is scheduled to undergo nonelective surgery from the provider, including receipt of postoperative care from such provider or facility with respect to such a surgery;
- is pregnant and undergoing a course of treatment for the pregnancy, including postpartum care related to childbirth and delivery from the provider or facility; or
- is or was determined to be terminally ill (as determined under section 1861(dd)(3)(A) of the Social Security

Act) and is receiving treatment for such illness from such provider or facility.

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

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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.

Habilitative Services. Health care services that help a person keep, learn, or improve skills and functioning for daily living. Examples include therapy for a child who isn't walking or talking at the expected age. These services may include physical and occupational therapy, speech-language pathology and other services for people with disabilities in a variety of inpatient and/or outpatient settings.

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. A situation where a longer, non-urgent response time could seriously jeopardize the life or health of the plan member seeking services or, in the opinion of a physician with knowledge of the member's medical condition, would subject the member to severe pain that cannot be managed without the services in question.

Medicare. The federal government health insurance program established under Title XVIII of the Social Security Act for people age 65 and older and for individuals of any age entitled to monthly disability benefits under Social Security or the Railroad Retirement Program. It is also for those

with chronic renal disease who require hemodialysis or kidney transplant.

Member. A person covered under this group health plan.

Office. An office setting is the room or rooms in which the practitioner or staff provide patient care.

Out-of-Network Provider. A facility or practitioner that does not participate with Wellmark or any other Blue Cross or Blue Shield Plan. Pharmacies that do not contract with our pharmacy benefits manager are considered Out-of-Network Providers.

Outpatient. Services received, or a person receiving services, in the outpatient department of a hospital, an ambulatory surgery center, Licensed Psychiatric or Mental Health Treatment Facility, Licensed Substance Abuse Treatment Facility, 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.

Serious and Complex Condition. A condition, with respect to a participant, beneficiary, or enrollee under a group health plan or group or individual health insurance coverage:

- in the case of an acute illness, a condition that is serious enough to require specialized medical treatment to avoid the reasonable possibility of death or permanent harm; or

- in the case of a chronic illness or condition, a condition that:
 - is life-threatening, degenerative, potentially disabling, or congenital; and
 - requires specialized medical care over a prolonged period of time.

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*.

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You, Your. The plan member and family members eligible for coverage under this group health plan.

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

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

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

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

AllianceSelectSM City of Cedar Falls Plan B PPO

Serviced by:
Holmes, Murphy & Associates
2727 Grand Prairie Parkway
Waukee, IA 50263
Phone: 515-223-6800
Fax: 515-223-6944
Toll-free: 800-247-7756

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.

Form Number: Wellmark SD Grp (TPA)

Group Effective Date: 7/1/2022
Plan Year: July 1
Print Date: 11/11/2022
Product ID: MCM00MEW
Version: 01/22

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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

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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.

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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 summary plan description we refer to these providers as PPO Providers.

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

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

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

Payment Details

Deductible

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

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

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

Once you meet the deductible, then coinsurance applies.

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

When the No Surprises Act applies, you may not be required to satisfy your entire deductible before we make benefit payments, amounts you pay for items and services will accumulate toward your PPO deductible, and you may not be billed for more than the amount you would pay if the services had been provided by a Participating Provider. The No Surprises Act typically applies to emergency services at an Out-of-Network facility, non-emergency items and services from Out-of-Network Providers at certain participating facilities, and air ambulance services.

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 49. 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.

A member will not be required to satisfy more than the single out-of-pocket maximum.

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.

When the No Surprises Act applies, amounts you pay for items and services will accumulate toward your PPO out-of-pocket maximum and you may not be billed for more than the amount you would pay if the services had been provided by a Participating Provider. The No Surprises Act typically applies to emergency services at an Out-of-Network facility, non-emergency items and services from Out-of-Network Providers at certain participating facilities, and air ambulance services.

Benefits Maximums

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

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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.

accordance with the Act and you may not be billed for more than the amount you would pay if the services had been provided by a Participating Provider. The No Surprises Act typically applies to emergency services at an Out-of-Network facility, non-emergency items and services from Out-of-Network Providers at certain participating facilities, and air ambulance services.

No Surprises Act

When the No Surprises Act applies, the amount you pay will be determined in

Waived Payment Obligations

To understand your complete payment obligations you must become familiar with this entire summary plan description. Most information on coverage and benefits maximums will be found in the *At a Glance – Covered and Not Covered* and *Details – Covered and Not Covered* sections.

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

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Covered Service	Payment Obligation Waived
Postpartum home visits (two).**	Deductible Coinsurance
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 (ACIP); ■ 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
Preventive digital breast tomosynthesis (3D mammogram) when received from PPO or Participating providers.	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. USPSTF “A” and “B” recommendations will be implemented no later than the first plan year that begins on or after the date that is one year after the USPSTF recommendations are issued. A USPSTF recommendation is considered to be issued on the last day of the month on which it publishes or otherwise releases the recommendation. Waived Payment Obligations will be effective following implementation of the USPSTF recommendation.

**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. If the newborn is added to or covered by and receives benefits under another plan, benefits will not be provided under this plan.

‡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	●		12	
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	●		13	
Chemical Dependency Treatment	●		13	
Chemotherapy and Radiation Therapy	●		13	

Category	Covered	Not Covered	See Page	Benefits Maximums
Clinical Trials – Routine Care Associated with Clinical Trials	●		13	
Contraceptives	●		14	
Conversion Therapy		⊖	14	
Cosmetic Services		⊖	14	
Counseling and Education Services	●		14	
Dental Treatment for Accidental Injury	●		14	
Dialysis	●		15	
Education Services for Diabetes and Nutrition	●		15	
Emergency Services	●		16	
Fertility and Infertility Services	●		16	\$15,000 per lifetime for infertility transfer procedures.
Genetic Testing	●		16	
Hearing Services	●		16	
Home Health Services	●		16	The daily benefit for short-term home skilled nursing services will not exceed Wellmark's daily maximum allowable fee for skilled nursing facility services.
Home/Durable Medical Equipment	●		17	
Hospice Services	●		18	15 days per lifetime for inpatient hospice respite care. 15 days per lifetime for outpatient hospice respite care. Please note: Hospice respite care must be used in increments of not more than five days at a time.
Hospitals and Facilities	●		18	
Illness or Injury Services	●		19	
Inhalation Therapy	●		19	
Maternity Services	●		19	
Medical and Surgical Supplies and Personal Convenience Items	●		20	
Mental Health Services	●		21	
Motor Vehicles		⊖	21	
Musculoskeletal Treatment	●		22	12 visits per benefit year for massage therapy.
Nonmedical or Administrative Services		⊖	22	
Nutritional and Dietary Supplements	●		22	
Occupational Therapy	●		22	
Orthotics (Foot)		⊖	23	

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

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3. Details - Covered and Not Covered

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

Acupuncture Treatment

Not Covered: Acupuncture and acupressure treatment.

Allergy Testing and Treatment

Covered.

Ambulance Services

Covered:

- Professional emergency air and ground ambulance transportation to a hospital in the surrounding area where your ambulance transportation originates.

All of the following are required to qualify for benefits:

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

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- 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.

When the No Surprises Act applies to air ambulance services, you cannot be billed for the difference between the amount charged and the total amount paid by us.

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, if ground ambulance services are provided by an Out-of-Network Provider, and because we do not have contracts with Out-of-Network Providers and they may not accept our payment arrangements, you may be responsible for any difference between the amount charged and our amount paid for a covered service. When receiving ground ambulance services, select a provider who participates in your network to avoid being responsible for any difference between the billed charge and our settlement amount.

- Professional non-emergency ground ambulance transportation to a hospital or nursing facility in the surrounding area where your ambulance transportation originates.

All of the following are required to qualify for benefits:

- The services required to treat your illness or injury are not available in the facility where you are currently receiving care.
- You are transported to the nearest hospital or nursing facility with adequate facilities to treat your medical condition.
- During transport your medical condition requires the services that are provided only by a ground ambulance that is professionally staffed and specially equipped for taking sick or injured people to or from a health care facility.
- The ground ambulance has the necessary patient care equipment and supplies to meet your needs.

Not Covered:

- Professional air or ground ambulance transport from a facility capable of treating your condition.
- Professional ground ambulance transport to or from any location when you are physically and mentally capable of being a passenger in a private vehicle.
- Professional ground ambulance round-trip transports from your residence to a medical provider for an appointment or treatment and back to your residence.
- Professional air or ground transport when performed primarily for your convenience or the convenience of your family, physician, or other health care provider.
- Professional, non-emergency air ambulance transports to any location for any reason.
- Nonprofessional air or ground ambulance transports to any location for any reason. This includes non-

ambulance vehicles such as vans or taxis that are equipped to transport stretchers or wheelchairs but are not professionally operated or staffed.

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 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.

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 43.

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.

Conversion Therapy

Not Covered: Conversion therapy services.

Cosmetic Services

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

See Also:

Reconstructive Surgery later in this section.

Counseling and Education Services

Covered:

- Bereavement counseling or services.
- Family or marriage counseling or services.

Not Covered:

- Community-based services or services of volunteers or clergy.
- Education or educational therapy other than covered lactation consultant services, education for self-management of diabetes, or nutrition education.
- Learning and educational services and treatments including, but not limited to, non-drug therapy for high blood pressure control, exercise modalities for weight reduction, nutritional instruction for the control of gastrointestinal conditions, or reading programs for dyslexia for any medical, mental health, or substance abuse condition.
- Weight reduction programs or supplies (including dietary supplements, foods, equipment, lab testing, examinations, and prescription drugs), whether or not weight reduction is medically appropriate.

See Also:

Genetic Testing later in this section.

Education Services for Diabetes and Nutrition 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 all of the following requirements are met:
 - Initial treatment is received within 12 months of the injury.
 - Follow-up treatment is completed within 24 months.
- 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) 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 and Nutrition

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.

You are also covered for nutrition education to improve your understanding of your metabolic nutritional condition and provide you with information to manage your nutritional requirements. Nutrition education is appropriate for the following conditions:

- Cancer.
- Cystic fibrosis.
- Diabetes.
- Eating disorders.
- Glucose intolerance.
- High blood pressure.
- High cholesterol.
- Lactose intolerance.
- Malabsorption, including gluten intolerance.
- Obesity.

- Underweight.

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. When the No Surprises Act applies to emergency services, you cannot be billed for the difference between the amount charged and the total amount paid by us.

See Also:

Out-of-Network Providers, page 51.

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:

- Routine hearing examinations for members up to age 21.

Not Covered:

- Hearing aids.
- Routine hearing examinations for members age 21 and older.

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.

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- 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 (Foot) 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.

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

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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.

Please note:

When the No Surprises Act applies to items and services from an Out-of-Network Provider at a participating facility, you cannot be billed for the difference between the amount charged and the total amount paid by us. The only exception to this would be if an eligible Out-of-Network Provider performing services in a participating facility gives you proper notice in plain language that you will be receiving services from an Out-of-Network Provider and you consent to be balance-billed and to have the amount that you pay determined without reference to the No Surprises Act. Certain providers are not permitted to provide notice and request consent for this purpose. These include items and services related to emergency medicine, anesthesiology, pathology, radiology, and neonatology, whether provided by a physician or nonphysician practitioner; items and services provided by assistant surgeons, hospitalists, and intensivists; diagnostic services, including radiology and laboratory services; and items and services provided by a nonparticipating provider, only if there is no Participating Provider who can furnish such item or service at such facility.

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.

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. If the newborn is added to or covered by and receives benefits under another plan, benefits will not be provided under this plan.

See Also:

Coverage Change Events, page 59.

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 purchased from a covered 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

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- Water purifiers, hypo-allergenic pillows, mattresses or waterbeds, whirlpool, spa, air purifiers, humidifiers, dehumidifiers, or light devices.

See Also:

Home/Durable Medical Equipment earlier in this section.

Orthotics (Foot) 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, except as otherwise provided in this summary plan description.
- The disorder is listed only as a mental health condition and not dually listed elsewhere in the most current version of *International Classification of Diseases, Clinical Modification* used for diagnosis coding.

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

- Treatment provided in an office visit, or outpatient setting;
- Treatment provided in an intensive outpatient setting;
- Treatment provided in an outpatient partial hospitalization setting;
- Individual, group, or family therapy provided in a clinically managed low

intensity residential treatment setting, also known as supervised living;

- Treatment, including room and board, provided in a clinically managed medium or high intensity residential treatment setting;
- Psychiatric observation;
- Care provided in a psychiatric residential crisis program;
- Care provided in a medically monitored intensive inpatient setting; and
- For inpatient, medically managed acute care for patients whose condition requires the resources of an acute care general hospital or a medically managed inpatient treatment program.

Not Covered: Treatment for:

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

See Also:

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

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.
- Massage therapy.

Benefits Maximum:

- **12 visits** per benefit year for massage therapy.
- **Not Covered:**
- Manipulations or related procedures to treat musculoskeletal injury or disease performed for maintenance.

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, care 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 that cannot be dispensed without a prescription issued by or authorized by a licensed healthcare practitioner and are prescribed by a licensed healthcare practitioner 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:

- Food products.
- Grocery items or food products that are modified for special diets for individuals with inborn errors of metabolism but which can be purchased without a prescription issued by or authorized by a licensed healthcare practitioner, including low protein/low phe grocery items.
- 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 or habilitation 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 (Foot)

Covered: Orthotics training, including assessment and fitting for covered orthotic devices.

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 or habilitation 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.

Licensed Marriage and Family Therapists.

Licensed Mental Health Counselors.

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.

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See Also:

Choosing a Provider, page 35.

Prescription Drugs

Covered:

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

Prescription drugs and medicines that may be covered under your medical benefits include:

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

Infertility Prescription Drugs.**Intravenous Administration.**

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

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

Not Covered:

- Antigen therapy.
- Medication Therapy Management (MTM) when billed separately.
- Prescription drugs or pharmacy durable medical equipment devices 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 43.

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 (Foot) 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 or habilitative 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.

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, web-based mobile device or similar electronic-based communication network, or as otherwise required by Iowa law. 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: Routine dental services, 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.

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

Transplants are subject to care management.

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

Not Covered:

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

See Also:

Ambulance Services earlier in this section.
Care Management, page 47.

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.

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4. General Conditions of Coverage, Exclusions, and Limitations

The provisions in this section describe general conditions of coverage and important exclusions and limitations that apply generally to all types of services or supplies.

Conditions of Coverage

Medically Necessary

A key general condition in order for you to receive benefits is that the service, supply, device, or drug must be medically necessary. Even a service, supply, device, or drug listed as otherwise covered in *Details - Covered and Not Covered* may be excluded if it is not medically necessary in the circumstances. Unless otherwise required by law, Wellmark determines whether a service, supply, device, or drug is medically necessary, and that decision is final and conclusive. Wellmark's medically necessary analysis and determinations apply to any service, supply, device, or drug including, but not limited to, medical, mental health, and chemical dependency treatment, as appropriate. Even though a provider may recommend a service or supply, it may not be medically necessary.

A medically necessary health care service is one that a provider, exercising prudent clinical judgment, provides to a patient for the purpose of preventing, evaluating, diagnosing or treating an illness, injury, disease or its symptoms, and satisfies all of the following criteria:

- 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
 - Wellmark's published Medical and Drug Policies as determined applicable by Wellmark; or
 - Credible scientific evidence published in peer-reviewed medical literature generally recognized by the relevant medical community; or
 - 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 55.

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, care 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.

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Workers' Compensation

You are not covered for services or supplies for which we learn or are notified by you, your provider, or our vendor that such services or supplies are related to a work related illness or injury, including services or supplies applied toward satisfaction of any deductible under your employer's workers' compensation coverage. We will comply with our statutory obligation regarding payment on claims on which workers' compensation liability is unresolved. You are also not covered for any services or supplies that could have been compensated under workers' compensation laws if:

- you did not comply with the legal requirements relating to notice of injury, timely filing of claims, and medical treatment authorization; or
- you rejected workers' compensation coverage.

The exclusion for services or supplies related to work related illness or injury does

not exclude coverage for such illness or injury if you are exempt from coverage under Iowa's workers' compensation statutes pursuant to Iowa Code Section 85.1 (1)-(4), unless you or your employer has elected or obtained workers' compensation coverage as provided in Iowa Code Section 85.1(6).

For treatment of complications resulting from smallpox vaccinations, see *Complications of a Noncovered Service* earlier in this section.

Wellmark Medical and Drug Policies

Wellmark maintains Medical and Drug Policies that are applied in conjunction with other resources to determine whether a specific service, supply, device, biological product, or drug is a covered service under the terms of this summary plan description. These policies are hereby incorporated into this summary plan description. You may access these policies along with supporting information and selected medical references through our website, *Wellmark.com*.

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 denied. 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 43.
- 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 43.
- The type of provider you choose can affect your benefits and what you pay. See *Choosing a Provider*, page 35, and

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Factors Affecting What You Pay, page 49. An example of a charge that depends on the type of provider includes, but is not limited to:

- Any difference between the provider's amount charged and our amount paid is your responsibility if you receive services from an Out-of-Network Provider.

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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. Which provider type you choose will affect what you pay.

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 49.

To determine if a provider participates with this medical benefits plan, ask your provider, refer to our online provider directory at *Wellmark.com*, or call the Customer Service number on your ID card. Our provider directory is also available upon request by calling the Customer Service number on your ID card.

Providers are independent contractors and are not agents or employees of Wellmark Blue Cross and Blue Shield of Iowa. For types of providers that may be covered under your medical benefits, see *Hospitals and Facilities*, page 18 and *Physicians and Practitioners*, page 23.

Please note: Even if a specific provider type is not listed as a recognized provider type, Wellmark does not discriminate against a licensed health care provider acting within the scope of his or her state license or certification with respect to coverage under this plan.

Please note: Even though a facility may be PPO or Participating, particular providers within the facility may not be PPO or Participating providers. Examples include Out-of-Network physicians on the staff of a PPO or Participating hospital, home medical equipment suppliers, and other independent providers. Therefore, when you are referred by a PPO or Participating provider to another provider, or when you are admitted into a facility, always ask if the providers contract with a Blue Cross and/or Blue Shield Plan.

Always carry your ID card and present it when you receive services. Information on it, especially the ID number, is required to process your claims correctly.

Pharmacies that contract with our pharmacy benefits manager are considered Participating Providers. Pharmacies that do not contract with our pharmacy benefits manager are considered Out-of-Network Providers. To determine if a pharmacy contracts with our pharmacy benefits manager, ask the pharmacist, consult the directory of participating pharmacies on our website at *Wellmark.com*, or call the Customer Service number on your ID card.

Provider Comparison Chart	PPO	Participating	Out-of-Network
Accepts Blue Cross and/or Blue Shield payment arrangements.	Yes	Yes	No
Minimizes your payment obligations. See <i>What You Pay</i> , page 3.	Yes	No	No
Claims are filed for you.	Yes	Yes	No
Blue Cross and/or Blue Shield pays these providers directly.	Yes	Yes	No
Notification requirements are handled for you.	Yes*	Yes*	No

*If you visit a PPO or Participating 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 and/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. An exception to this is when the No Surprises Act applies to your items or services. In that case, the amount you pay will be determined in accordance with the Act. See *Payment Details*, page 3.

Additionally, you cannot be billed for the difference between the amount charged and the total amount paid by us. The only exception to this would be if an eligible Out-of-Network Provider performing services in a participating facility gives you proper notice in plain language that you will be receiving services from an Out-of-Network Provider and you consent to be balance-billed and to have the amount that you pay determined without reference to the No Surprises Act. Certain providers are not permitted to provide notice and request consent for this purpose. These include items and services related to emergency medicine, anesthesiology, pathology, radiology, and neonatology, whether provided by a physician or nonphysician practitioner; items and services provided by assistant surgeons, hospitalists, and intensivists; diagnostic services, including radiology and laboratory services; and items and services provided by a nonparticipating provider, only if there is no Participating

Provider who can furnish such item or service at such facility.

PPO Providers contract with the Blue Cross and/or Blue Shield preferred provider organization (PPO) in their home state.

When you receive covered services from PPO or Participating providers outside the Wellmark service area, all of the following statements are true:

- Claims are filed for you.
- These providers agree to accept payment arrangements or negotiated prices of the Blue Cross and/or Blue Shield Plan with which the provider contracts. These payment arrangements may result in savings.
- The group health plan payment is sent directly to the providers.
- Wellmark requires claims to be filed within 180 days following the date of service (or 180 days from date of discharge for inpatient claims). However, if the PPO or Participating provider's contract with the Host Blue has a requirement that a claim be filed in a timeframe exceeding 180 days following the date of service or date of discharge for inpatient claims, Wellmark will process the claim according to the Host Blue's contractual filing requirement. If you receive services from an Out-of-Network Provider, the claim has to be filed within 180 days following the date of service or date of discharge for inpatient claims.

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 43. 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 summary plan description.

An exception to this is when the No Surprises Act applies to your items or services. In that case, the amount you pay will be determined in accordance with the Act. See *Payment Details*, page 3. Additionally, you cannot be billed for the difference between the amount charged and the total amount paid by us. The only exception to this would be if an eligible Out-of-Network Provider performing services in a participating facility gives you proper notice in plain language that you will be receiving services from an Out-of-Network Provider and you consent to be balance-billed and to have the amount that you pay determined without reference to the No Surprises Act. Certain providers are not permitted to provide notice and request consent for this purpose. These include items and services related to emergency medicine, anesthesiology, pathology, radiology, and neonatology, whether provided by a physician or nonphysician practitioner; items and services provided by assistant surgeons, hospitalists, and intensivists; diagnostic services, including radiology and laboratory services; and items and services provided by a nonparticipating provider, only if there is no Participating Provider who can furnish such item or service at such facility.

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 summary plan description.

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

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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 73.

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

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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 51.

Continuity of Care

If you are a Continuing Care Patient

- undergoing a course of treatment for a serious or complex condition,
- undergoing a course of institutional or inpatient care,

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- scheduled to undergo nonelective surgery, including postoperative care with respect to such surgery,
- pregnant and undergoing a course of treatment for the pregnancy, including postpartum care related to childbirth and delivery, or
- receiving treatment for a terminal illness and, with respect to the provider or facility providing such treatment;
 - the network agreement between the provider or facility and Wellmark is terminated; or
 - benefits provided under this plan with respect to such provider or facility are terminated because of a change in the terms of the participation of such provider or facility in such plan or coverage;

then you may elect to continue to have benefits provided under this plan under the same terms and conditions as would have applied and with respect to such items and services as would have been covered under the plan as if the termination resulting in **DRAFT** out-of-network status had not occurred.

This Continuity of Care applies only with respect to the course of treatment furnished by such provider or facility relating to the condition affecting individual's status as a Continuing Care Patient. Claims for treatment of the condition from the provider or facility will be considered in-network claims until the earlier of (i) the date you are no longer considered a Continuing Care Patient, or (ii) the end of a 90 day period beginning on the date you have been notified of your opportunity to elect transitional care.

In order to elect transitional care as a Continuing Care Patient, you may respond to the letter Wellmark sends you, or you or your provider may call us at **800-552-3993**.

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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 of benefits resulting from these notification requirements and care coordination programs. See *Appeals*, page 83. Also see *Authorized Representative*, page 91.

Precertification

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>

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. <p>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

Purpose	<p>Notification of most facility admissions and certain services helps us identify and initiate discharge planning or care coordination. Notification is required.</p>
Applies to	<p>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.</p>
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

Purpose	Prior approval helps determine whether a proposed treatment plan is medically necessary and a benefit under your medical benefits. Prior approval is required.
Applies to	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.
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	<p>When you, instead of your provider, are responsible for requesting prior approval, call the number on your ID card to obtain a prior approval form and ask the provider to help you complete the form.</p> <p style="text-align: center; color: blue; font-weight: bold; font-size: 1.2em;">DRAFT</p> <p>Wellmark will determine whether the requested service is medically necessary and eligible for benefits based on the written information submitted to us. We will respond to a prior approval request in writing to you and your provider within:</p> <ul style="list-style-type: none"> ■ 72 hours in a medically urgent situation. ■ 15 days in a non-medically urgent situation. <p>Prior approval requests must include supporting clinical information to determine medical necessity of the services or supplies.</p>

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.

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Concurrent Review

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.

Care Management

Purpose	Care 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	<p>A wide group of members including those who have experienced potentially preventable emergency room visits; hospital admissions/readmissions; those with catastrophic or high cost health care needs; those with potential long term illnesses; and those newly diagnosed with health conditions requiring lifetime management. Examples where care management might be appropriate include but are not limited to:</p> <p>Brain or Spinal Cord Injuries</p> <p>Cystic Fibrosis</p> <p>Degenerative Muscle Disorders</p> <p>Hemophilia</p> <p>Pregnancy (high risk)</p> <p>Transplants</p>
Person Responsible	You, your physician, and the health care facility can work with Wellmark's care managers. Wellmark may initiate a request for care management.
Process	Members are identified and referred to the Care Management program through Customer Service and claims information, referrals from providers or family members, and self-referrals from members.
Importance	Care management is intended to identify and coordinate appropriate care and care alternatives including reviewing medical necessity; negotiating care and services; identifying barriers to care including contract limitations and evaluation of solutions outside the group health plan; assisting the member and family to identify appropriate community-based resources or government programs; and assisting members in the transition of care when there is a change in coverage.

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7. Factors Affecting What You Pay

How much you pay for covered services is affected by many different factors discussed in this section.

Benefit Year

A benefit year is a period of 12 consecutive months beginning on January 1 or beginning on the day your coverage goes into effect. The benefit year starts over each January 1. Your benefit year continues even if your employer or group sponsor changes Wellmark group health plan benefits during the year or you change to a different plan offering mid-benefit year from your same employer or group sponsor.

Certain coverage changes result in your Wellmark identification number changing. In some cases, a new benefit year will start under the new ID number for the rest of the benefit year. In this case, the benefit year would be less than a full 12 months. In other cases (e.g., adding your spouse to your coverage) the benefit year would continue and not start over.

If you are an inpatient in a covered facility on the date of your annual benefit year renewal, your benefit limitations and payment obligations, including your deductible and out-of-pocket maximum, for facility services will renew and will be based on the benefit limitations and payment obligation amounts in effect on the date you were admitted. However, your payment obligations, including your deductible and out-of-pocket maximum, for practitioner services will be based on the payment obligation amounts in effect on the day you receive services.

The benefit year is important for calculating:

- Deductible.
- Coinsurance.
- Out-of-pocket maximum.
- Benefits maximum.

How Coinsurance is Calculated

The amount on which coinsurance is calculated depends on the state where you receive a covered service and the contracting status of the provider.

PPO Providers in the Wellmark Service Area and Out-of-Network Providers

Coinsurance is calculated using the payment arrangement amount after the following amounts (if applicable) are subtracted from it:

- Deductible.
- Amounts representing any general exclusions and conditions. See *General Conditions of Coverage, Exclusions, and Limitations*, page 29.

The No Surprises Act may impact deductible, coinsurance, and out-of-pocket maximum calculations. See *Payment Details*, page 3.

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 36.

The No Surprises Act may impact deductible, coinsurance, and out-of-pocket

maximum calculations. See *Payment Details*, page 3.

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/or Blue Shield Plan with which the provider contracts. These payment arrangements may result in savings.
- The health plan payment is sent directly to the provider.

Participating Providers

Wellmark and Blue Cross and/or Blue Shield Plans have contracting relationships with Participating Providers. Pharmacies that contract with our pharmacy benefits manager are considered Participating Providers. To determine if a pharmacy contracts with our pharmacy benefits manager, ask the pharmacist, consult the directory of participating pharmacies on our website at *Wellmark.com*, or call the Customer Service number on your ID card. When you receive services from Participating Providers:

- The Participating payment obligation amounts may be waived or may be less than the Out-of-Network amounts for certain covered services. See *Waived Payment Obligations*, page 5.

- These providers agree to accept Wellmark's payment arrangements, or payment arrangements or negotiated prices of the Blue Cross and/or 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:

- The following is true unless the No Surprises Act applies:
You are responsible for any difference between the amount charged and our payment for a covered service. In the case of services received outside Iowa or South Dakota, our maximum payment for services by an Out-of-Network Provider will generally be based on either the Host Blue's Out-of-Network Provider local payment or the pricing arrangements required by applicable state law. In certain situations, we may use other payment bases, such as the amount charged for a covered service, the payment we would make if the services had been obtained within Iowa or South Dakota, or a special negotiated payment, as permitted under Inter-Plan Programs policies, to determine the amount we will pay for services you receive from Out-of-Network Providers. See *Services Outside the Wellmark Service Area*, page 36. However, when you receive services in an in-network facility and are provided covered services by an Out-of-Network ancillary provider, in-network cost-share will be applied and accumulate toward the out-

of-pocket maximum. For this purpose, ancillary providers include pathologists, emergency room physicians, anesthesiologists, radiologists, or hospitalists. Because we do not have contracts with Out-of-Network Providers and they may not accept our payment arrangements, you will still be responsible for any difference between the billed charge and our settlement amount for the services from the Out-of-Network ancillary provider unless the No Surprises Act applies.

- Wellmark does not make claim payments directly to these providers, and you are responsible for ensuring that your provider is paid in full, unless the No Surprises Act applies, in which case Wellmark will pay the Out-of-Network Provider directly.
- 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, and you are responsible for forwarding the check to the provider (plus any billed balance you may owe), unless the No Surprises Act applies, in which case Wellmark will pay the Out-of-Network Provider directly.
- When the No Surprises Act applies to your items or services, you cannot be billed for the difference between the amount charged and the total amount paid by us. The only exception to this would be if an eligible Out-of-Network Provider performing services in a participating facility gives you proper notice in plain language that you will be receiving services from an Out-of-Network Provider and you consent to be balance-billed and to have the amount that you pay determined without reference to the No Surprises Act. Certain providers are not permitted to provide notice and request consent for this purpose. These include items and services related to emergency medicine, anesthesiology, pathology, radiology, and neonatology, whether provided by a

physician or nonphysician practitioner; items and services provided by assistant surgeons, hospitalists, and intensivists; diagnostic services, including radiology and laboratory services; and items and services provided by a nonparticipating provider, only if there is no Participating Provider who can furnish such item or service at such facility.

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 may be responsible. This amount may include services or supplies not covered; amounts in excess of a benefit maximum, benefit year maximum, or lifetime benefits maximum; 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.

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, except to the extent of any amounts you may owe.

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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 59.

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 99.

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 59.

A late enrollee may enroll for coverage only at open enrollment.

Leave of Absence

Active employees may be entitled to a leave of absence in accordance with the following provisions:

Leave of Absence (Paid and Unpaid)

During any period for which an active employee is granted by the City an approved paid leave of absence, such active employee will continue to be an active employee under the terms of the plan for the leave of absence period approved by the City. The employee portion of the contribution will be required from the active employee to continue coverage. During any period for which an active employee is granted by the City an approved unpaid leave of absence, such active employee will continue to be an active employee under the terms of the plan for the leave of absence period approved by the City. The entire contribution will be required from the active employee to continue coverage. Coverage will terminate under this provision upon expiration of approved leave of absence, or when contributions are not remitted in a timely manner. Upon termination of coverage under this provision, former active employees may then elect to continue coverage as specified under the *COBRA Continuation* section.

Temporary Layoff

During any period for which an active employee incurs a temporary layoff and on a basis precluding individual selection, the entire contribution will be required from the individual to continue coverage during the layoff period. Coverage will terminate under this provision when layoff is no longer considered temporary, or when the required contributions are not remitted in a timely manner. Upon termination of coverage under this provision, former active employees may then elect to continue coverage as specified under the COBRA Continuation section.

Changes to Information Related to You or to Your Benefits

Wellmark may, from time to time, permit changes to information relating to you or to your benefits. In such situations, Wellmark shall not be required to reprocess claims as a result of any such changes.

Qualified Medical Child Support Order

If you have a dependent child and you or your spouse's employer or group sponsor receives a Medical Child Support Order recognizing the child's right to enroll in this group health plan or in your spouse's benefits plan, the employer or group sponsor will promptly notify you or your spouse and the dependent that the order has been received. The employer or group sponsor also will inform you or your spouse and the dependent of its procedures for determining whether the order is a Qualified Medical Child Support Order (QMCSO). Participants and beneficiaries can obtain, without charge, a copy of such procedures from the plan administrator.

A QMCSO specifies information such as:

- Your name and last known mailing address.
- The name and mailing address of the dependent specified in the court order.

- A reasonable description of the type of coverage to be provided to the dependent or the manner in which the type of coverage will be determined.
- The period to which the order applies.

A Qualified Medical Child Support Order cannot require that a benefits plan provide any type or form of benefit or option not otherwise provided under the plan, except as necessary to meet requirements of Iowa Code Chapter 252E (2001) or Social Security Act Section 1908 with respect to group health plans.

The order and the notice given by the employer or group sponsor will provide additional information, including actions that you and the appropriate insurer must take to determine the dependent's eligibility and procedures for enrollment in the benefits plan, which must be done within specified time limits.

If eligible, the dependent will have the same coverage as you or your spouse and will be allowed to enroll immediately. You or your spouse's employer or group sponsor will withhold any applicable share of the cost of the dependent's health care coverage from your compensation and forward this amount to us.

If you are subject to a waiting period that expires more than 90 days after we receive the QMCSO, your employer or group sponsor must notify us when you become eligible for enrollment. Enrollment of the dependent will commence after you have satisfied the waiting period.

The dependent may designate another person, such as a custodial parent or legal guardian, to receive copies of explanations of benefits, checks, and other materials.

Your employer or group sponsor may not revoke enrollment or eliminate coverage for a dependent unless the employer or group

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sponsor receives satisfactory written evidence that:

- The court or administrative order requiring coverage in a group health plan is no longer in effect;
- The dependent's eligibility for or enrollment in a comparable benefits plan that takes effect on or before the date the dependent's enrollment in this group health plan terminates; or
- The employer eliminates dependent health coverage for all employees.

The employer or group sponsor is not required to maintain the dependent's coverage if:

- You or your spouse no longer pay the cost of coverage because the employer or group sponsor no longer owes compensation; or
- You or your spouse have terminated employment with the employer and have not elected to continue coverage.

Family and Medical Leave Act of 1993

The Family and Medical Leave Act of 1993 (FMLA), requires a covered employer to allow an employee with 12 months or more of service who has worked for 1,250 hours over the previous 12 months and who is employed at a worksite where 50 or more employees are employed by the employer within 75 miles of that worksite a total of 12 weeks of leave per fiscal year for the birth of a child, placement of a child with the employee for adoption or foster care, care for the spouse, child or parent of the employee if the individual has a serious health condition or because of a serious health condition, the employee is unable to perform any one of the essential functions of the employee's regular position. In addition, FMLA requires an employer to allow eligible employees to take up to 12 weeks of leave per 12-month period for qualifying exigencies arising out of a covered family member's active military duty in support of a contingency operation

and to take up to 26 weeks of leave during a single 12-month period to care for a covered family member recovering from a serious illness or injury incurred in the line of duty during active service.

Any employee taking a leave under the FMLA shall be entitled to continue the employee's benefits during the duration of the leave. The employer must continue the benefits at the level and under the conditions of coverage that would have been provided if the employee had remained employed. **Please note:** The employee is still responsible for paying their share of the premium if applicable. If the employee for any reason fails to return from the leave, the employer may recover from the employee that premium or portion of the premium that the employer paid, provided the employee fails to return to work for any reason other than the reoccurrence of the serious health condition or circumstances beyond the control of the employee.

Leave taken under the FMLA does not constitute a qualifying event so as to trigger COBRA rights. However, a qualifying event triggering COBRA coverage may occur when it becomes known that the employee is not returning to work. Therefore, if an employee does not return at the end of the approved period of Family and Medical Leave and terminates employment with employer, the COBRA qualifying event occurs at that time.

If you have any questions regarding your eligibility or obligations under the FMLA, contact your employer or group sponsor.

9. Coverage Changes and Termination

Open Enrollment Period

City of Cedar Falls will offer an annual enrollment period during which an employee may elect to participate in the plan. Also during this period, currently enrolled employees may change coverage options or choose to waive coverage. Any otherwise eligible employee who has previously waived coverage may elect to participate in the plan provided he or she applies during this enrollment period.

Retirees currently participating in the plan may elect to change their coverage option during this enrollment period. Retirees who have waived coverage since becoming a retiree may not elect to participate in the plan.

The enrollment period will be held annually during the month of **June** with a **July 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 or dependent loses coverage through his or her employer.
- You lose eligibility for coverage under Medicaid or the Children's Health Insurance Program (CHIP) (the *hawk-i* plan in Iowa).
- You become eligible for premium assistance under Medicaid or CHIP.

The following events allow you to add only the new dependent resulting from the event:

- Dependent child resumes status as a full-time student.
- Addition of a biological child by court order. See *Qualified Medical Child Support Order*, page 57.
- 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

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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.
- The number of individuals covered under this group health plan falls below the number or percentage of eligible individuals required to be covered.
- Your employer sends a written request to terminate coverage.

Also see *Fraud or Intentional Misrepresentation of Material Facts*, and *Nonpayment* later in this section.

When you become unemployed and your eligibility is based on employment, your coverage will end at the end of the month your employment ends. When your coverage terminates for all other reasons,

check with your employer or group sponsor or call the Customer Service number on your ID card to verify the coverage termination date.

If you receive covered facility services as an inpatient of a hospital or a resident of a nursing facility on the date your coverage eligibility terminates, payment for the covered facility services will end on the earliest of the following:

- The end of your remaining days of coverage under this benefits plan.
- The date you are discharged from the hospital or nursing facility following termination of your coverage eligibility.
- A period not more than 60 days from the date of termination.

Only facility services will be covered under this extension of benefits provision. Benefits for professional services will end on the date of termination of your coverage eligibility.

Fraud or Intentional Misrepresentation of Material Facts

Your coverage will terminate immediately if:

- You use this group health plan fraudulently or intentionally misrepresent a material fact in your application; or
- Your employer or group sponsor commits fraud or intentionally misrepresents a material fact under the terms of this group health plan.

If your coverage is terminated for fraud or intentional misrepresentation of a material fact, then:

- We may declare this group health plan void retroactively from the effective date of coverage following a 30-day written notice. In this case, we will recover any claim payments made.
- Premiums may be retroactively adjusted as if the fraud or intentionally misrepresented material fact had been accurately disclosed in your application.
- We will retain legal rights, including the right to bring a civil action.

Nonpayment

If you or your employer or group sponsor fail to make required payments to us when due or within the allowed grace period, your coverage will terminate the last day of the month in which the required payments are due.

Retiree Termination of Coverage

Coverage will end on the earliest of the following dates:

- the expiration of the period for which the last monthly payment was made timely for coverage under the plan;
- the last day of the month in which the retiree is no longer receiving or entitled to be receiving, based upon the retiree's own disability or age and service status, a pension benefit from the Iowa Public Employee Retirement System (IPERS), Social Security Disability benefit, or a pension benefit pursuant to Chapter 411 of the Iowa Code;
- the date of death;
- the date the member becomes entitled to Medicare;
- the date this plan is terminated with respect to the City, and there is no successor plan.

Unless otherwise specified under this plan, when coverage terminates, benefits will not be provided for any medical and prescription drug services after the termination date even though these services are furnished as a result of an injury or illness that occurred prior to termination of coverage.

Coverage Continuation

When your coverage ends, you may be eligible to continue coverage under this group health plan.

COBRA Continuation

COBRA continuation coverage is a temporary extension of group health coverage under the plan under certain circumstances when coverage would

otherwise end. The right to COBRA coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA coverage can become available when you would otherwise lose group health coverage under the plan. It can also become available to your spouse and dependent children, if they are covered under the plan, when they would otherwise lose their group health coverage under the plan. The following paragraphs generally explain COBRA coverage, when it may become available to you and your family, and what you need to do to protect the right to receive it.

The description of COBRA coverage contained here applies only to the group health plan benefits offered under the plan and not to any other benefits offered by your employer or group sponsor (such as life insurance, disability, or accidental death or dismemberment benefits). The plan provides no greater COBRA rights than what COBRA requires. Nothing in the plan is intended to expand the participant's rights beyond COBRA's requirements.

Coverage Entitlement. You, your spouse, and/or your dependent child(ren) will be entitled to elect COBRA if you lose your group health coverage under the plan because of a life event known as a *qualifying event*. You may be entitled to continue this coverage under COBRA for a period of 18, 29, or 36 months depending on the qualifying event that causes loss of coverage under this plan. See *Length of Coverage* later in this section.

The following are recognized qualifying events that will entitle you, your spouse, and/or your dependent child(ren) for COBRA Coverage.

You will be entitled to elect COBRA:

- If you lose your group health coverage under the plan because your hours of employment are reduced; or
- Your employment ends for any reason other than your gross misconduct.

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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 Discovery Benefits, LLC. 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:

Discovery Benefits, LLC
PO Box 2079
Omaha, NE 68103

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 Discovery Benefits, LLC 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 Discovery Benefits, LLC 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 Discovery Benefits, LLC and mailed to:

Discovery Benefits, LLC
PO Box 2079
Omaha, NE 68103

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 Discovery Benefits, LLC 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:

Discovery Benefits, LLC
PO Box 2079
Omaha, NE 68103

The contact information for the plan may change from time to time. The most recent information will be included in the most recent plan documents (if you are not sure whether this is the most recent plan document, you may request the most recent one from the plan administrator or your employer or group sponsor).

Continuation for Public Group

Iowa Code Sections 509A.7 and 509A.13 may apply if you are an employee of the State, an Iowa school district, or other public entity supported by public funds. If this law applies to you, you may be entitled to continue participation in this medical benefits plan when you retire.

Coverage Continuation or Reenrollment Upon Death of Eligible Peace Officer or Fire Fighter in the Line of Duty

Pursuant to Iowa Code Section 509A.13C, a governing body, county board of supervisors, or city council that sponsors a health care coverage plan for its employees under Iowa Code chapter 509A shall permit continuation of existing coverage or reenrollment in previously existing health coverage for the surviving spouse and each surviving child of an eligible peace officer or fire fighter. An "eligible peace officer or fire fighter" means a peace officer, as defined in Iowa Code Section 801.4, or a fire fighter, as defined in Iowa Code Section 411.1, to which a line of duty death benefit is payable pursuant to Iowa Code Section 97A.6, Subsection 16, Iowa Code Section 97B.52, Subsection 2, or Iowa Code Section 411.6, Subsection 15. A governing body, a county board of supervisors, or a city council shall also permit continuation of existing coverage for the surviving spouse and each surviving child of an eligible peace officer or fire fighter until such time as the determination is made as to whether to provide a line of duty death benefit.

Iowa Code Section 509A.13C applies retroactively to allow reenrollment in previously existing health coverage for the surviving spouse and each surviving child of an eligible peace officer or fire fighter who died in the line of duty on or after January 1, 1985. Coverage benefits will be provided for services on or after the date of reenrollment.

Eligibility for continuation and reenrollment are subject to any applicable conditions and limitations in Iowa Code Section 509A.13C. To request coverage

continuation or reenrollment under Iowa Code Section 509A.13C, the surviving spouse, on his/her behalf and on behalf of each surviving child, must provide written notification to the applicable governing body, county board of supervisors, or city council. The governing body, county board of supervisors, or city council must then notify Wellmark of the continuation or reenrollment request.

The governing body, county board of supervisors, or city council is not required to pay for the cost of the coverage for the surviving spouse and children but may choose to pay the cost or a portion of the cost for the coverage. If the full cost of the coverage is not paid by the governing body, county board of supervisors, or city council, the surviving spouse, on his/her behalf and on behalf of each surviving child, may elect to continue the health care coverage by paying that portion of the cost of the coverage not paid by the governing body, county board of supervisors, or city council.

The continuation and reenrollment options are not available if the surviving spouse or surviving child who would otherwise be entitled to continuation or reenrollment under this section was, through the surviving spouse's or surviving child's actions, a substantial contributing factor to the death of the eligible peace officer or fire fighter.

Continuation Under Iowa Law

Under Iowa Code Chapter 509B, you may be eligible to continue your medical care coverage for up to nine months if:

- You lose the coverage you have been receiving through your employer or group sponsor; and
- You have been covered by your medical benefits plan continuously for the last three months.

Your employer or group sponsor must provide written notice of your right to continue coverage within 10 days of the last day you are considered employed or your coverage ends. You will then have 10 days to

give your employer or group sponsor written notice that you want to continue coverage.

Your right to continue coverage ends 31 days after the date of your employment termination or the date you were given notice of your continuation right, whichever is later.

If you lose your coverage because of divorce, annulment, or death of the employee, you must notify the employer or group sponsor providing the coverage within 31 days.

Benefits provided by continuation coverage may not be identical to the benefits that active employees have and will be subject to different premium rates. You will be responsible for paying any premiums to your employer or group sponsor for continuation coverage.

If you believe the Iowa continuation law applies to you, you may contact your employer or group sponsor for information on premiums and any necessary paperwork.

If you are eligible for coverage continuation under both Iowa law and COBRA, your employer can comply with Iowa law by offering only COBRA continuation.

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10. Claims

Once you receive services, we must receive a claim to determine the amount of your benefits. The claim lets us know the services you received, when you received them, and from which provider.

Neither you nor your provider shall bill Wellmark for services provided under a direct primary care agreement as authorized under Iowa law.

When to File a Claim

You need to file a claim if you:

- Use a provider who does not file claims for you. Participating and PPO providers file claims for you.

Wellmark must receive claims within 180 days following the date of service of the claim (or 180 days from date of discharge for inpatient claims) 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. If you receive services outside of Wellmark's service area, Wellmark must receive the claim within 180 days following the date of service (or 180 days from date of discharge for inpatient claims) or within the filing requirement in the contractual agreement between the Participating Provider and the Host Blue. If you receive services from an Out-of-Network Provider, the claim has to be filed within 180 days following the date of service or date of discharge for inpatient claims.

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 77.

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

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- 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 your attending provider has determined are medically appropriate.
- For dependent children, certain well-woman preventive care services that the attending provider determined are age- and developmentally-appropriate.
- Anesthesia services in connection with a preventive colonoscopy when your attending provider determined that anesthesia would be medically appropriate.
- A required consultation prior to a screening colonoscopy, if your attending provider determined that the pre-procedure consultation would be medically appropriate for you.
- If you received pathology services from an in-network provider related to a preventive colonoscopy screening for which you were responsible for a portion of the cost, such as a deductible, copayment or coinsurance.
- Certain immunizations that ACIP recommends for specified individuals (rather than for routine use for an entire population), when prescribed by your health care provider consistent with the ACIP recommendations.
- FDA-approved intrauterine devices and implants, if prescribed by your health care provider.

You may request a benefit exception review orally or in writing by submitting your request to the address listed in the *Appeals* section. To be considered, your request must include supporting medical record documentation and a letter or statement from your treating provider that the services or supplies were medically necessary and

your treating provider's reason(s) for their determination that the services or supplies were medically necessary.

Your request will be addressed within the timeframes outlined in the *Appeals* section based upon whether your request is a medically urgent or non-medically urgent matter.

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11. Coordination of Benefits

Coordination of benefits applies when you have more than one plan, insurance policy, or group health plan that provides the same or similar benefits as this plan. Benefits payable under this plan, when combined with those paid under your other coverage, will not be more than 100 percent of either our payment arrangement amount or the other plan's payment arrangement amount.

The method we use to calculate the payment arrangement amount may be different from your other plan's method.

Other Coverage

When you receive services, you must inform us that you have other coverage, and inform your health care provider about your other coverage. Other coverage includes any of the following:

- Group and nongroup insurance contracts and subscriber contracts.
- HMO contracts.
- Uninsured arrangements of group or group-type coverage.
- Group and nongroup coverage through closed panel plans.
- Group-type contracts.
- The medical care components of long-term contracts, such as skilled nursing care.
- Medicare or other governmental benefits (not including Medicaid).
- The medical benefits coverage of your auto insurance (whether issued on a fault or no-fault basis).

Coverage that is not subject to coordination of benefits includes the following:

- Hospital indemnity coverage or other fixed indemnity coverage.
- Accident-only coverage.
- Specified disease or specified accident coverage.
- Limited benefit health coverage, as defined by Iowa law.

- School accident-type coverage.
- Benefits for nonmedical components of long-term care policies.
- Medicare supplement policies.
- Medicaid policies.
- Coverage under other governmental plans, unless permitted by law.

You must cooperate with Wellmark and provide requested information about other coverage. Failure to provide information can result in a denied claim. We may get the facts we need from or give them to other organizations or persons for the purpose of applying the following rules and determining the benefits payable under this plan and other plans covering you. We need not tell, or get the consent of, any person to do this.

Your Participating or PPO provider will forward your coverage information to us. If you see an Out-of-Network Provider, you are responsible for informing us about your other coverage.

Claim Filing

If you know that your other coverage has primary responsibility for payment, after you receive services, a claim should be submitted to your other insurance carrier first. If that claim is processed with an unpaid balance for benefits eligible under this group health plan, you or your provider should submit a claim to us and attach the other carrier's explanation of benefit payment within 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.

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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.

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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 94.
- 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.

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.

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.

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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

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12. Appeals

Right of Appeal

You have the right to one full and fair review in the case of an adverse benefit determination, including a determination on a surprise bill, 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 91.

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.

- A surprise bill.
- Concurrent review or admission to a facility. See *Notification Requirements and Care Coordination*, page 43.
- 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
1963 Bell Avenue, Suite 100
Des Moines, IA 50315
Fax: 515-654-6500
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 investigational or experimental and your treating physician has certified in writing that delaying the service or treatment would render it significantly less effective, you may also have the right to request an expedited external review.

You or your authorized representative may submit an oral or written expedited external review request to the Iowa Insurance Division by contacting the Iowa Insurance Division at **877-955-1212**.

If the Insurance Division determines the request is eligible for an expedited external review, the Division will immediately assign an IRO to conduct the review and a decision will be made expeditiously, but in no event more than 72 hours after the IRO receives the request for an expedited external review.

Arbitration and Legal Action

You shall not start arbitration or legal action against us until you have exhausted the appeal procedure described in this section. See the *Arbitration and Legal Action* section and *Governing Law*, page 93, for important information about your arbitration and legal action rights after you have exhausted the appeal procedures in this section.

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13. Arbitration and Legal Action

PLEASE READ THIS SECTION CAREFULLY

Mandatory Arbitration

You shall not start an action against us on any Claims (as defined below) unless you have first exhausted the appeal processes described in the *Appeals* section of this summary plan description.

Except as solely discussed below, this section provides that Claims must be resolved by binding mandatory arbitration. Arbitration replaces the right to go to court, have a jury trial or initiate or participate in a class action. In arbitration, disputes are resolved by an arbitrator, not a judge or a jury. Arbitration procedures are simpler and more limited than in court.

Covered Claims

Except as solely stated below, you or we must arbitrate any claim, dispute or controversy arising out of or related to this summary plan description or any other document related to your health plan, including, but not limited to, member eligibility, benefits under your health plan or administration of your health plan (any and/or all of the foregoing called "Claims").

Except as stated below, all Claims are subject to mandatory arbitration, no matter what legal theory they are based, whether in law or equity, upon or what remedy (damages, or injunctive or declaratory relief) they seek, including Claims based on contract, tort (including intentional tort), fraud, agency, your or our negligence, statutory or regulatory provisions, or any other sources of law; counterclaims, cross-claims, third-party claims, interpleaders or otherwise; Claims made regarding past, present or future conduct; and Claims made independently or with other claims. This also includes Claims made by or against anyone connected with us or you or claiming through us or you, or by someone

making a claim through us or you, such as a covered family member, employee, agent, representative, or an affiliated or subsidiary company. For purposes of this *Arbitration and Legal Action* section, the words "we," "us," and "our" refer to Wellmark, Inc., and its subsidiaries and affiliates, the plan sponsor and/or the plan administrator, as well as their respective directors, officers, employees and agents.

No Class Arbitrations and Class Actions Waiver

YOU UNDERSTAND AND AGREE THAT YOU AND WE BOTH ARE VOLUNTARILY AND IRREVOCABLY WAIVING THE RIGHT TO PURSUE OR HAVE A DISPUTE RESOLVED AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE OR REPRESENTATIVE PROCEEDING PENDING BETWEEN YOU AND US. YOU ARE AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN CLASS ARBITRATIONS, CLASS ACTIONS AND ANY OTHER COLLECTIVE OR REPRESENTATIVE ACTIONS. Neither you nor we consent to the incorporation of the AAA Supplementary Rules for Class Arbitration into the rules governing the arbitration of Claims. The arbitrator has no authority to arbitrate any claim on a class or representative basis and may award relief only on an individual basis. Claims of two or more persons may not be combined in the same arbitration, unless both you and we agree to do so.

Claims Excluded from Mandatory Arbitration

- Small Claims – individual Claims filed in a small claims court are not subject to arbitration, as long as the matter stays in small claims court.
- Claims Excluded By Applicable Law – federal or state law may exempt certain Claims from mandatory arbitration. **IF**

AN ARBITRATOR DETERMINES A PARTICULAR CLAIM IS EXCLUDED FROM ARBITRATION BY FEDERAL OR STATE LAW, CLAIMS EXCLUDED BY APPLICABLE LAW, LATER IN THIS SECTION, AND GOVERNING LAW, PAGE 93, WILL APPLY TO THE PARTIES AND SUCH PARTICULAR CLAIM.

Arbitration Process Generally

- No demand for arbitration of a Claim because of a health benefit claim under this plan, or because of the alleged breach of this plan, shall be made more than two years after the end of the calendar year in which the services or supplies were provided.
- Arbitration shall be conducted by the American Arbitration Association (“AAA”) according to the Federal Arbitration Act (“FAA”) (to the exclusion of any state laws inconsistent therewith), this arbitration provision and the applicable AAA Consumer Arbitration Rules in effect when the Claim is filed (“AAA Rules”), except where those rules conflict with this arbitration provision. You can obtain copies of the AAA Rules at the AAA’s website (www.adr.org). You or we may choose to have a hearing, appear at any hearing by phone or other electronic means, and/or be represented by counsel. Any in-person hearing will be held in the same city as the U.S. District Court closest to your billing address.
- Either you or we may apply to a court for emergency, temporary or preliminary injunctive relief or an order in aid of arbitration (i) prior to the appointment of an arbitrator or (ii) after the arbitrator makes a final award and closes the arbitration. Once an arbitrator has been appointed until the arbitration is closed, emergency, temporary or preliminary injunctive relief may only be granted by the arbitrator. Either you or we may apply to a court for enforcement of any emergency, temporary or preliminary injunctive relief granted by the arbitrator.
- Arbitration may be compelled at any time by either party, even where there is a pending lawsuit in court, unless a trial has begun or a final judgment has been entered. Neither you nor we waive the right to arbitrate by filing or serving a complaint, answer, counterclaim, motion, or discovery in a court lawsuit. To invoke arbitration, a party may file a motion to compel arbitration in a pending matter and/or commence arbitration by submitting the required AAA forms and requisite filing fees to the AAA.
- The arbitration shall be conducted by a single arbitrator in accordance with this arbitration provision and the AAA Rules, which may limit discovery. The arbitrator shall not apply any federal or state rules of civil procedure for discovery, but the arbitrator shall honor claims of privilege recognized at law and shall take reasonable steps to protect plan information and other confidential information of either party if requested to do so. The parties agree that the scope of discovery will be limited to non-privileged information that is relevant to the Claim, and consistent with the parties’ intent, the arbitrator shall ensure that allowed discovery is reasonable in scope, cost-effective and non-onerous to either party. The arbitrator shall apply the FAA and other applicable substantive law not inconsistent with the FAA, and may award damages or other relief under applicable law.
- The arbitrator shall make any award in writing and, if requested by you or us, may provide a brief written statement of the reasons for the award. An arbitration award shall decide the rights and obligations only of the parties named in the arbitration and shall not have any bearing on any other person or dispute.

IF ARBITRATION IS INVOKED BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN PREARBITRATION DISCOVERY EXCEPT AS PROVIDED FOR IN THE APPLICABLE ARBITRATION RULES. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. YOU UNDERSTAND THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

Arbitration Fees and Other Costs

The AAA Rules determine what costs you and we will pay to the AAA in connection with the arbitration process. In most instances, your responsibility for filing, administrative and arbitrator fees to pursue a Claim in arbitration will not exceed \$200. However, if the arbitrator decides that either the substance of your claim or the remedy you asked for is frivolous or brought for an improper purpose, the arbitrator will use the AAA Rules to determine whether you or we are responsible for the filing, administrative and arbitrator fees.

You may wish to consult with or be represented by an attorney during the arbitration process. Each party is responsible for its own attorney's fees and other expenses, such as witness fees and expert witness costs.

Confidentiality

The arbitration proceedings and arbitration award shall be maintained by the parties as strictly confidential, except as is otherwise required by court order, as is necessary to confirm, vacate or enforce the award, and for disclosure in confidence to the parties' respective attorneys and tax advisors of a party who is an individual.

Questions of Arbitrability

You and we mutually agree that the arbitrator, and not a court, will decide in the first instance all questions of substantive arbitrability, including without limitation the validity of this Section, whether you and we are bound by it, and whether this Section applies to a particular Claim.

Claims Excluded By Applicable Law

If an arbitrator determines a particular Claim is excluded from arbitration by federal or state law, you and we agree that the following terms will apply to any legal or equitable action brought in court because of such Claim:

- You shall not bring any legal or equitable action against us because of a health benefit claim under this plan, or because of the alleged breach of this plan, more than two years after the end of the calendar year in which the services or supplies were provided.
- Any action brought because of a Claim under this plan will be litigated in the state or federal courts located in the state of Iowa and in no other.
- **YOU AND WE BOTH WAIVE ANY RIGHT TO A JURY TRIAL WITH RESPECT TO AND IN ANY CLAIM.**
- **FURTHER, YOU AND WE BOTH WAIVE ANY RIGHT TO SEEK OR RECOVER PUNITIVE OR EXEMPLARY DAMAGES WITH RESPECT TO ANY CLAIM.**

Survival and Severability of Terms

This *Arbitration and Legal Action* section will survive termination of the plan. If any portion of this provision is deemed invalid or unenforceable under any law or statute it will not invalidate the remaining portions of this *Arbitration and Legal Action* section or the plan. To the extent a Claim qualifies for mandatory arbitration and there is a conflict or inconsistency between the AAA Rules

and this *Arbitration and Legal Action* section, this *Arbitration and Legal Action* section will govern.

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14. General Provisions

Contract

The conditions of your coverage are defined in your contract. Your contract includes:

- Any application you submitted to us or to your employer or group sponsor.
- Any agreement or group policy we have with your employer or group sponsor.
- Any application completed by your employer or group sponsor.
- This summary plan description and any amendments.

All of the statements made by you or your employer or group sponsor in any of these materials will be treated by us as representations, not warranties.

Interpreting this Summary Plan Description

We will interpret the provisions of this summary plan description and determine the answer to all questions that arise under it. We have the administrative discretion to determine whether you meet our written eligibility requirements, or to interpret any other term in this summary plan description. If any benefit described in this summary plan description is subject to a determination of medical necessity, unless otherwise required by law, we will make that factual determination. Our interpretations and determinations are final and conclusive, subject to the appeal procedures outlined earlier in this summary plan description.

There are certain rules you must follow in order for us to properly administer your benefits. Different rules appear in different sections of your summary plan description. You should become familiar with the entire document.

Plan Year

The Plan Year has been designated and communicated to Wellmark by your group health plan's plan sponsor or plan

administrator as the twelve month period commencing on the effective date of your group health plan's annual renewal with Wellmark.

Authority to Terminate, Amend, or Modify

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

Authorized Group Benefits Plan Changes

No agent, employee, or representative of ours is authorized to vary, add to, change, modify, waive, or alter any of the provisions described in this summary plan description. This summary plan description cannot be changed except by one of the following:

- Written amendment signed by an authorized officer and accepted by you or your employer or group sponsor.
- Our receipt of proper notification that an event has changed your spouse or dependent's eligibility for coverage. See *Coverage Changes and Termination*, page 59.

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.

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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.

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Medicaid Enrollment and Payments to Medicaid

Assignment of Rights

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

Enrollment Without Regard to Medicaid

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

Acquisition by States of Rights of Third Parties

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

Medicaid Reimbursement

When a PPO or Participating provider submits a claim to a state Medicaid program for a covered service and Wellmark reimburses the state Medicaid program for the service, Wellmark's total payment for the service will be limited to the amount paid to the state Medicaid program. No additional payments will be made to the provider or to you.

Subrogation

For purposes of this "Subrogation" section, "third party" includes, but is not limited to, any of the following:

- The responsible person or that person's insurer;
- Uninsured motorist coverage;
- Underinsured motorist coverage;
- Personal umbrella coverage;

- Other insurance coverage including, but not limited to, homeowner's, motor vehicle, or medical payments insurance; and
- Any other payment from a source intended to compensate you for injuries resulting from an accident or alleged negligence.

Right of Subrogation

If you or your legal representative have a claim to recover money from a third party and this claim relates to an illness or injury for which this group health plan provides benefits, we, on behalf of your employer or group sponsor, will be subrogated to you and your legal representative's rights to recover from the third party as a condition to your receipt of benefits.

Right of Reimbursement

If you have an illness or injury as a result of the act of a third party or arising out of obligations you have under a contract and you or your legal representative files a claim under this group health plan, as a condition of receipt of benefits, you or your legal representative must reimburse us for all benefits paid for the illness or injury from money received from the third party or its insurer, or under the contract, to the extent of the amount paid by this group health plan on the claim.

Once you receive benefits under this group health plan arising from an illness or injury, we will assume any legal rights you have to collect compensation, damages, or any other payment related to the illness or injury from any third party.

You agree to recognize our rights under this group health plan to subrogation and reimbursement. These rights provide us with a priority over any money paid by a third party to you relative to the amount paid by this group health plan, including priority over any claim for nonmedical charges, or other costs and expenses. We will assume all rights of recovery, to the extent of payment made under this group health plan, regardless of whether payment

is made before or after settlement of a third party claim, and regardless of whether you have received full or complete compensation for an illness or injury.

Procedures for Subrogation and Reimbursement

You or your legal representative must do whatever we request with respect to the exercise of our subrogation and reimbursement rights, and you agree to do nothing to prejudice those rights. In addition, at the time of making a claim for benefits, you or your legal representative must inform us in writing if you have an illness or injury caused by a third party or arising out of obligations you have under a contract. You or your legal representative must provide the following information, by registered mail, as soon as reasonably practicable of such illness or injury to us as a condition to receipt of benefits:

- The name, address, and telephone number of the third party that in any way caused the illness or injury or is a party to the contract, and of the attorney representing the third party;
- The name, address and telephone number of the third party's insurer and any insurer of you;
- The name, address and telephone number of your attorney with respect to the third party's act;
- Prior to the meeting, the date, time and location of any meeting between the third party or his attorney and you, or your attorney;
- All terms of any settlement offer made by the third party or his insurer or your insurer;
- All information discovered by you or your attorney concerning the insurance coverage of the third party;
- The amount and location of any money that is recovered by you from the third party or his insurer or your insurer, and the date that the money was received;
- Prior to settlement, all information related to any oral or written settlement

agreement between you and the third party or his insurer or your insurer;

- All information regarding any legal action that has been brought on your behalf against the third party or his insurer; and
- All other information requested by us.

Send this information to:

Wellmark Blue Cross and Blue Shield
1331 Grand Avenue, Station 5W580
Des Moines, IA 50309-2901

You also agree to all of the following:

- You will immediately let us know about any potential claims or rights of recovery related to the illness or injury.
- You will furnish any information and assistance that we determine we will need to enforce our rights under this group health plan.
- You will do nothing to prejudice our rights and interests including, but not limited to, signing any release or waiver (or otherwise releasing) our rights, without obtaining our written permission.
- You will not compromise, settle, surrender, or release any claim or right of recovery described above, without obtaining our written permission.
- If payment is received from the other party or parties, you must reimburse us to the extent of benefit payments made under this group health plan.
- In the event you or your attorney receive any funds in compensation for your illness or injury, you or your attorney will hold those funds (up to and including the amount of benefits paid under this group health plan in connection with the illness or injury) in trust for the benefit of this group health plan as trustee(s) for us until the extent of our right to reimbursement or subrogation has been resolved.
- In the event you invoke your rights of recovery against a third-party related to the illness or injury, you will not seek an advancement of costs or fees from us.

- The amount of our subrogation interest shall be paid first from any funds recovered on your behalf from any source, without regard to whether you have been made whole or fully compensated for your losses, and the “make whole” rule is specifically rejected and inapplicable under this group health plan.
- We will not be liable for payment of any share of attorneys’ fees or other expenses incurred in obtaining any recovery, except as expressly agreed in writing, and the “common fund” rule is specifically rejected and inapplicable under this group health plan.

It is further agreed that in the event that you fail to take the necessary legal action to recover from the responsible party, we shall have the option to do so and may proceed in its name or your name against the responsible party and shall be entitled to the recovery of the amount of benefits paid under this group health plan and shall be entitled to recover its expenses, including reasonable attorney fees and costs, incurred for such recovery.

In the event we deem it necessary to institute legal action against you if you fail to repay us as required in this group health plan, you shall be liable for the amount of such payments made by us as well as all of our costs of collection, including reasonable attorney fees and costs.

You hereby authorize the deduction of any excess benefit received or benefits that should not have been paid, from any present or future compensation payments.

You and your covered family member(s) must notify us if you have the potential right to receive payment from someone else. You must cooperate with us to ensure that our rights to subrogation are protected.

Our right of subrogation and reimbursement under this group health plan applies to all rights of recovery, and not only to your right to compensation for medical expenses. A settlement or judgment

structured in any manner not to include medical expenses, or an action brought by you or on your behalf which fails to state a claim for recovery of medical expenses, shall not defeat our rights of subrogation and reimbursement if there is any recovery on your claim.

We reserve the right to offset any amounts owed to us against any future claim payments.

Workers’ Compensation

If you have received benefits under this group health plan for an injury or condition that is the subject or basis of a workers’ compensation claim (whether litigated or not), we are entitled to reimbursement to the extent benefits are paid under this plan in the event that your claim is accepted or adjudged to be covered under workers’ compensation.

Furthermore, we are entitled to reimbursement from you to the full extent of benefits paid out of any proceeds you receive from any workers’ compensation claim, regardless of whether you have been made whole or fully compensated for your losses, regardless of whether the proceeds represent a compromise or disputed settlement, and regardless of any characterization of the settlement proceeds by the parties to the settlement. We will not be liable for any attorney’s fees or other expenses incurred in obtaining any proceeds for any workers’ compensation claim.

We utilize industry standard methods to identify claims that may be work-related. This may result in initial payment of some claims that are work-related. We reserve the right to seek reimbursement of any such claim or to waive reimbursement of any claim, at our discretion.

Payment in Error

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

If we determine we did not make full payment, Wellmark will make the correct payment without interest.

Notice

If a specific address has not been provided elsewhere in this summary plan description, you may send any notice to Wellmark's office:

Wellmark Blue Cross and Blue Shield
1331 Grand Avenue
Des Moines, IA 50309-2901

Any notice from Wellmark to you is acceptable when sent to your address as it appears on Wellmark's records or the address of the group through which you are enrolled.

Submitting a Complaint

If you are dissatisfied or have a complaint regarding our products or services, call the Customer Service number on your ID card. We will attempt to resolve the issue in a timely manner. You may also contact Customer Service for information on where to send a written complaint.

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Consent to Telephone Calls and Text or Email Notifications

By enrolling in this employer sponsored group health plan, and providing your phone number and email address to your employer or to Wellmark, you give express consent to Wellmark to contact you using the email address or residential or cellular telephone number provided via live or pre-recorded voice call, or text message notification or email notification. Wellmark may contact you for purposes of providing important information about your plan and benefits, or to offer additional products and services related to your Wellmark plan. You may revoke this consent by following instructions given to you in the email, text or call notifications, or by telling the Wellmark representative that you no longer want to receive calls.

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Glossary

The definitions in this section are terms that are used in various sections of this summary plan description. A term that appears in only one section is defined in that section.

Accidental Injury. An injury, independent of disease or bodily infirmity or any other cause, that happens by chance and requires immediate medical attention.

Admission. Formal acceptance as a patient to a hospital or other covered health care facility for a health condition.

Amount Charged. The amount that a provider bills for a service or supply, whether or not it is covered under this group health plan.

Benefits. Medically necessary services or supplies that qualify for payment under this group health plan.

BlueCard Program. The Blue Cross Blue Shield Association program that permits members of any Blue Cross or Blue Shield Plan to have access to the advantages of PPO Providers throughout the United States.

Continuing Care Patient is an individual who, with respect to a provider or facility:

- is undergoing a course of treatment for a serious or complex condition from the provider or facility;
- is undergoing a course of institutional or inpatient care from the provider or facility;
- is scheduled to undergo nonelective surgery from the provider, including receipt of postoperative care from such provider or facility with respect to such a surgery;
- is pregnant and undergoing a course of treatment for the pregnancy, including postpartum care related to childbirth and delivery from the provider or facility; or
- is or was determined to be terminally ill (as determined under section 1861(dd)(3)(A) of the Social Security

Act) and is receiving treatment for such illness from such provider or facility.

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

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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.

Habilitative Services. Health care services that help a person keep, learn, or improve skills and functioning for daily living. Examples include therapy for a child who isn't walking or talking at the expected age. These services may include physical and occupational therapy, speech-language pathology and other services for people with disabilities in a variety of inpatient and/or outpatient settings.

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. A situation where a longer, non-urgent response time could seriously jeopardize the life or health of the plan member seeking services or, in the opinion of a physician with knowledge of the member's medical condition, would subject the member to severe pain that cannot be managed without the services in question.

Medicare. The federal government health insurance program established under Title XVIII of the Social Security Act for people age 65 and older and for individuals of any age entitled to monthly disability benefits under Social Security or the Railroad Retirement Program. It is also for those

with chronic renal disease who require hemodialysis or kidney transplant.

Member. A person covered under this group health plan.

Office. An office setting is the room or rooms in which the practitioner or staff provide patient care.

Out-of-Network Provider. A facility or practitioner that does not participate with Wellmark or any other Blue Cross or Blue Shield Plan. Pharmacies that do not contract with our pharmacy benefits manager are considered Out-of-Network Providers.

Outpatient. Services received, or a person receiving services, in the outpatient department of a hospital, an ambulatory surgery center, Licensed Psychiatric or Mental Health Treatment Facility, Licensed Substance Abuse Treatment Facility, 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.

Serious and Complex Condition. A condition, with respect to a participant, beneficiary, or enrollee under a group health plan or group or individual health insurance coverage:

- in the case of an acute illness, a condition that is serious enough to require specialized medical treatment to avoid the reasonable possibility of death or permanent harm; or

- in the case of a chronic illness or condition, a condition that:
 - is life-threatening, degenerative, potentially disabling, or congenital; and
 - requires specialized medical care over a prolonged period of time.

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*.

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You, Your. The plan member and family members eligible for coverage under this group health plan.

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DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM
Financial Services Division

TO: Jacque Danielsen, City Clerk
FROM: Andrea Ludwig, Financial Clerk
DATE: October 7, 2022
SUBJECT: Property Assessments

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

Jordan Schick
312 Upper Ridge Street
Reinbeck, IA 50669

\$197.69	July 2022
<u>0.00</u>	2022 (fees)
\$197.69	Total owed

Property address: 1720 Quail Ridge, CF
Parcel #8914-15-228-039

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

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

**NOTICE OF PROPOSED FINAL
ASSESSMENT PROCEEDINGS**

v.

JORDAN SCHICK

TO THE ABOVE-NAMED PERSON(S):	Jordan Schick
PROPERTY DESCRIPTION:	1720 Quail Ridge Road, Cedar Falls, Iowa Black Hawk County Parcel #8914-15-228-039
LEGAL DESCRIPTION OF PROPERTY:	QUAIL RIDGE THIRD ADDITION LOT 33, Cedar Falls, Black Hawk County, Iowa.

YOU ARE HEREBY NOTIFIED that there is a proposed resolution to place a lien on the property named above in order to collect the costs incurred by the City of Cedar Falls to mow the property located at 1720 Quail Ridge Road pursuant to City of Cedar Falls Ordinance Section 17-246. This matter is currently set on the Cedar Falls City Council agenda for **November 21, 2022.**

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

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

Very truly yours,

CITY OF CEDAR FALLS, IOWA

By 

Jacqueline Danielsen, MMC, City Clerk
City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613

Enclosures.

Exhibit "A"

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

RESOLUTION NO. _____

RESOLUTION LEVYING A FINAL ASSESSMENT FOR COSTS INCURRED BY THE CITY OF CEDAR FALLS, IOWA TO MOW THE PROPERTY LOCATED AT 1720 QUAIL RIDGE ROAD, CEDAR FALLS, IOWA, PARCEL ID 8914-15-228-039

WHEREAS, it was determined that the property located at 1720 Quail Ridge Road, being legally described as QUAIL RIDGE THIRD ADDITION LOT 33, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8914-15-228-039, was in violation of City of Cedar Falls Ordinance Section 17-246 for failure to mow the property, and

WHEREAS, after notice(s) to abate the nuisance, the owner of record did not abate the nuisance, and after afforded a substantial period of time in which to do so, the City of Cedar Falls did cause the property located at 1720 Quail Ridge Road (Parcel ID 8914-15-228-039) to be mowed, and by doing so, incurred expenses for said services, and

WHEREAS, after invoices and notices for the services performed to mow the property were sent to the property owner of record, the owner of record has failed to pay these costs to the City of Cedar Falls.

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the unpaid costs incurred by the City of Cedar Falls, Iowa to abate the nuisance on the above-described property, in the amount of **\$249.69**, be assessed as a lien against the following described real estate, as provided by law, together with an administrative expense of \$5.00, pursuant to Cedar Falls Code Section 15-5, said real estate being legally described as follows:

QUAIL RIDGE THIRD ADDITION LOT 33, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8914-15-228-039

BE IT FURTHER RESOLVED that the City Clerk of the City of Cedar Falls, Iowa, is hereby authorized and directed to place said assessment of record with the proper officials of Black Hawk County, Iowa, in order to make the assessment a lien against the above-described real estate, to be collected in the same manner as property taxes, as provided by law.

PASSED AND ADOPTED this 21st day of November, 2022.

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

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

(319) 273-8600

DATE: 8/31/22

TO: JORDAN SCHICK
312 UPPER RIDGE STREET
REINBECK, IA 50669

CUSTOMER NO: 5780/5780

TYPE: MS - MISCELLANEOUS

CHARGE	DATE	DESCRIPTION	REF-NUMBER	DUE DATE	TOTAL AMOUNT
	0/00/00	BEGINNING BALANCE			.00
CEMOW	8/04/22	MOWED LAWN ON: 7/29/22 PER ORDINANCE 17-246&247 LOCATION: 1720 QUAIL RIDGE ROAD, CEDAR FALLS PROFESSIONAL LAWN CARE INV.#18189 CODE ENFORCEMENT/ADMIN.FEES	38969	9/05/22	197.69
					\$142.50
					\$55.19

1.5 % LATE FEE WILL BE ASSESSED ON PAYMENTS OVER
30 DAYS

CURRENT	30 DAYS	60 DAYS	90 DAYS
	197.69		

DUE DATE: 9/30/22

PAYMENT DUE: 197.69
TOTAL DUE: \$197.69

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 8/31/22 DUE DATE: 9/30/22
CUSTOMER NO: 5780/5780

NAME: SCHICK, JORDAN
TYPE: MS - MISCELLANEOUS

REMIT AND MAKE CHECK PAYABLE TO:
CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS IA 50613
(319) 273-8600

TOTAL DUE: \$197.69



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

CITY OF CEDAR FALLS, IOWA

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

September 2, 2022

Jordan Schick
312 Upper Ridge Street
Reinbeck, IA 50669

Dear Jordan Schick,

Enclosed you will find your latest statement. There is an outstanding charge for Code enforcement-mowing at 1720 Quail Ridge Road, Cedar Falls on 7/29/22 for \$197.69, as well as late fees of \$0.00 for a total amount due of \$197.69. **If no payment is received by September 19, 2022, we will put a lien on your property.**

If you have any questions, please feel free to call me at 319-268-5104. We thank you for your immediate attention to this matter.

Remit to: City of Cedar Falls
Accounts Receivable
220 Clay Street
Cedar Falls, IA 50613

Sincerely,

City of Cedar Falls

Andrea Ludwig
Financial Clerk

Enclosure

INVOICE

Item 13.

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

(319) 273-8600

TO: JORDAN SCHICK
 312 UPPER RIDGE STREET
 REINBECK, IA 50669

INVOICE NO: 38969
 DATE: 8/04/22

CUSTOMER NO: 5780/5780

TYPE: MS - MISCELLANEOUS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	MOWED LAWN ON: 7/29/22 PER ORDINANCE 17-246&247 LOCATION: 1720 QUAIL RIDGE ROAD, CEDAR FALLS PROFESSIONAL LAWN CARE INV.#18189 CODE ENFORCEMENT/ADMIN.FEES	197.69	197.69
			\$142.50
			\$55.19

1.5 % LATE FEE WILL BE ASSESSED ON PAYMENTS OVER
 30 DAYS

TOTAL DUE: \$197.69

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 8/04/22 DUE DATE: 9/05/22 NAME: SCHICK, JORDAN
 CUSTOMER NO: 5780/5780 TYPE: MS - MISCELLANEOUS

REMIT AND MAKE CHECK PAYABLE TO:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS IA 50613

INVOICE NO: 38969
 TERMS: NET 30 DAYS

AMOUNT: \$197.69



DEPARTMENT OF COMMUNITY DEVELOPMENT

CODE ENFORCEMENT
CITY OF CEDAR FALLS, IOWA
220 Clay Street
Cedar Falls, IA 50613
Phone(319) 273-8606
Fax (319) 273-8610
www.cedarfalls.com

**LEGAL NOTICE OF NUISANCE TO BE ABATED:
GRASS AND WEEDS**

EFFECTIVE DATE OF THIS NOTICE: 7/21/2022 Case # 22-0637-GRSS
PROPERTY RESIDENT: Jordan M Schick
PROPERTY ADDRESS: 1720 Quail Ridge Rd

Property Owner Name: Jordan M Schick
Property Owner Address: 312 Upper Ridge St
Reinbeck, IA 50669

A complaint has been brought to the attention of this office and an inspection of the property found that weeds and grass have been allowed to become a nuisance. The property is legally described as follows:

QUAIL RIDGE THIRD ADDITION LOT 33

Please refer to Ordinance Section 17-246 for orientation purposes and compliance requirements. Your cooperation in complying with this ordinance is appreciated. The City will inspect the property in seven (7) days from the date of this mailing notice, on 7/28/2022, to confirm compliance with the Ordinance requirements.

The following deficiencies have been observed: The grass and weeds on this property have been measured and is exceeding the City's 8 inch maximum height allowance. If the property is not brought into compliance after the seven days, the City will mow the property to bring it into compliance.

Sec. 17-246. - Noxious weeds prohibited; exceptions.

(a) It shall be unlawful for the owner or person in possession or control of any land within the city to maintain, cause or permit a nuisance as defined in this section to exist upon such land. For purposes of this section, the term "nuisance" means noxious weeds, which shall include the following:

- (1) Those defined in Iowa Code § 317.1A;
- (2) Grass and weeds exceeding eight inches in height;
- (3) Volunteer trees, bushes or other vegetation that have not been intentionally planted or which have spread through natural means into unsuitable or unsightly areas, such as in cracks or crevices along building foundations, driveways, retaining walls, sidewalks, or other similar improvements.

Sec. 15-2(18) Nuisance Defined

Dense growth of all weeds, vines, brush or other vegetation, including dead bushes, and dead woody plants, or other overgrown or unkempt bushes or other growth, in the city so as to constitute a health, safety or fire hazard.

(Code 2017, § 18-2; Ord. No. 2625, § 1, 5-29-2007; Ord. No. 2882, §§ 1—4, 9-19-2016; Ord. No. 2942, § 1, 6-3-2019)

Code Section	Nature of the Violation	Comply By
IACF 17-246(a) Noxious Weeds	It shall be unlawful for the owner or person in possession or control of any land within the city to maintain, cause or permit a nuisance as defined in this section to exist upon such land. For purposes of this section, a nuisance is defined as noxious weeds, which shall include the following: (1) Quack grass (<i>Agropyron repens</i>); (2) Perennial sow thistle (<i>Sonchus arvensis</i>); (3) European morning glory and field bindweed (<i>Convolvulus arvensis</i>); (4) Horse nettle (<i>Solanum carolinense</i>); (5) Leafy spurge (<i>Euphorbia esula</i>); (6) Perennial peppergrass (<i>Lepidium draba</i>); (7) Russian knapweed (<i>Centaurea repens</i>); (8) Buckthorn (<i>Rhamnus</i> , not to include <i>Rhamnus frangula</i>), and all other species of thistles belonging in genera of <i>Cirsium</i> and <i>Carduus</i> ; (9) Butterprint (<i>Abutilon theophrasti</i>), annual; (10) Cocklebur (<i>Xanthium commune</i>), annual; (11) Wild mustard (<i>Brassica arvensis</i>), annual; (12) Wild carrot (<i>Daucus carota</i>), biennial; (13) Buckhorn (<i>Plantago lanceolata</i>), perennial; (14) Sheep sorrel (<i>Rumex acetosella</i>), perennial; (15) Sour dock (<i>Rumex crispus</i>), perennial; (16) Smooth dock (<i>Rumex altissimus</i>), perennial; (17) Poison hemlock (<i>Conium maculatum</i>); (18) Wild sunflower (wild strain of <i>Helianthus annus L.</i>), annual; (19) Puncture vine (<i>Trimbulus terrestris</i>), annual; (20) Teasel (<i>Dipsacus</i>), biennial; (21) Grass exceeding 8 inches in height; and (22) Wild vines or wild bushes.	7/28/2022

Further, please be notified that the actual cost and expense of cutting or otherwise destroying the vegetation (manpower, equipment, fuel, etc.), together with the costs of supervision and administration up to the time the property is brought into compliance, shall be recovered by an assessment against the tract of land on which the vegetation is growing. The City shall send an invoice for the total expenses incurred by regular mail to the property owner who failed to abide by the notice to abate, and if the amount shown on the invoice has not been paid within 30 days of the invoice date, the City Clerk shall certify the total amount of the invoice plus any administrative costs to the County Treasurer and such costs shall then be collected with, and in the same manner as, general property taxes.

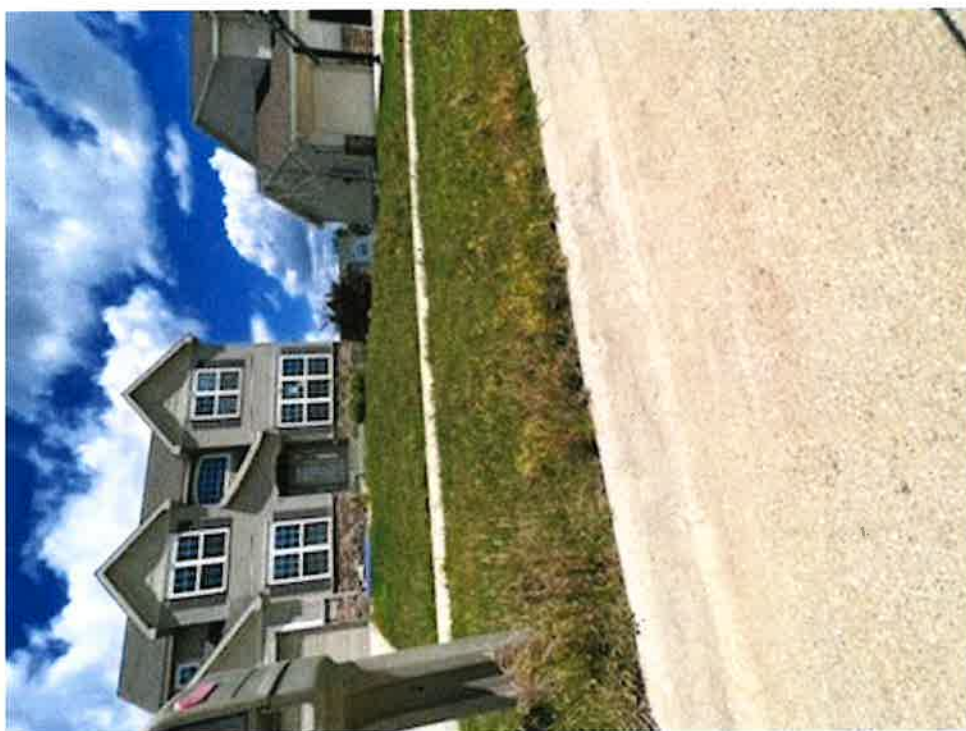
If you should have any questions concerning this matter, please contact the Code Enforcement at (319) 268-5186. If you have already taken care of this problem, the City of Cedar Falls appreciates your cooperation.

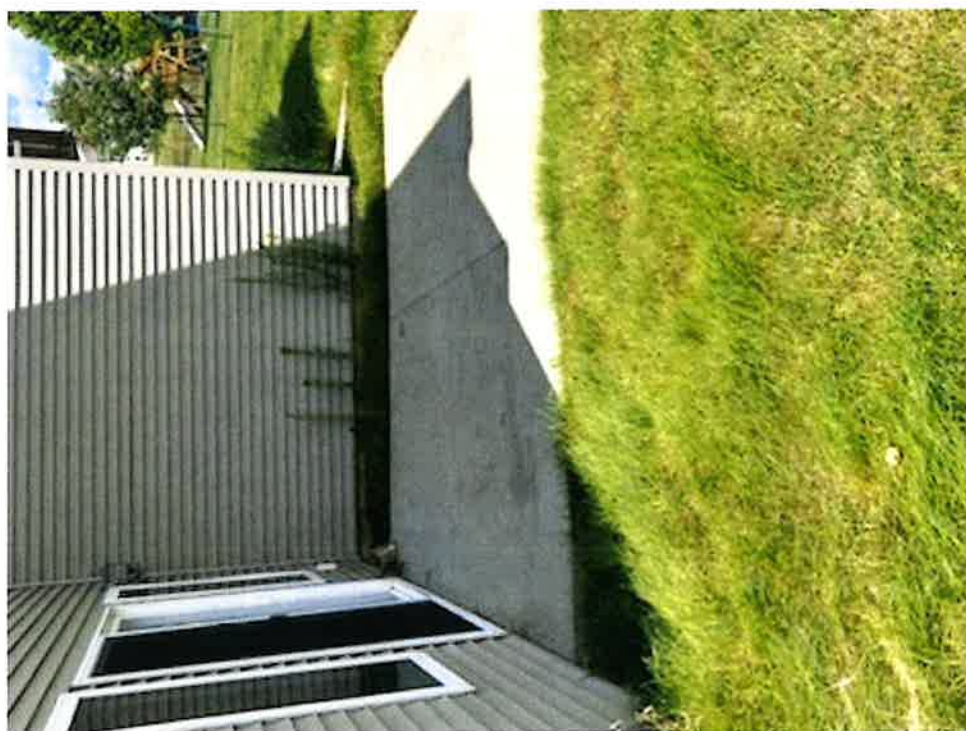
CITY OF CEDAR FALLS CODE ENFORCEMENT

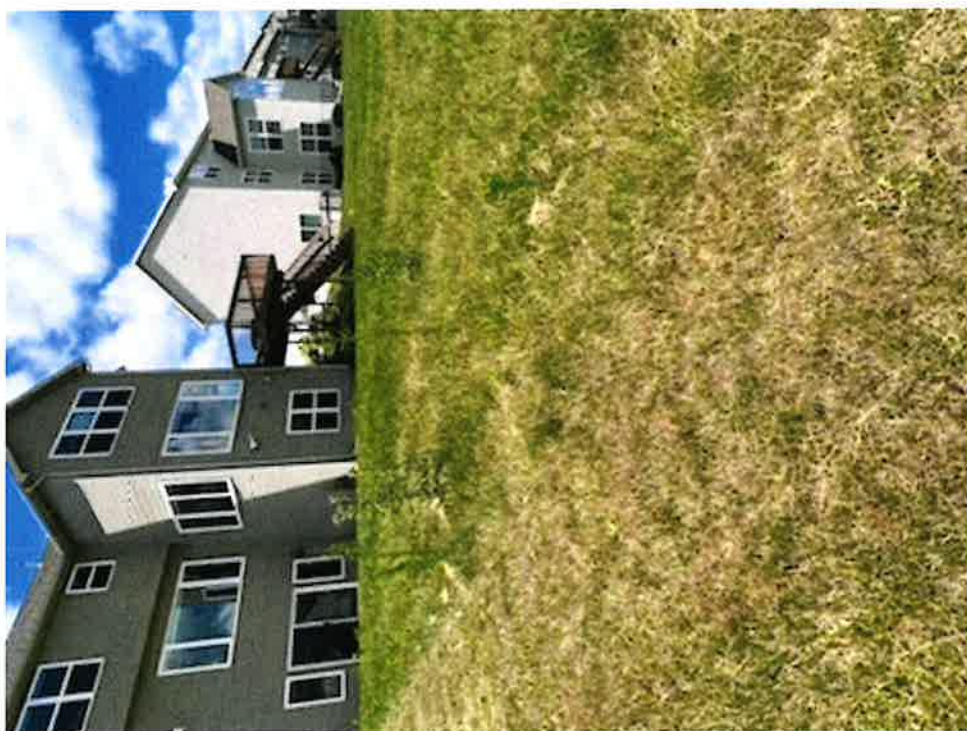


Adam Spray
Code Enforcement

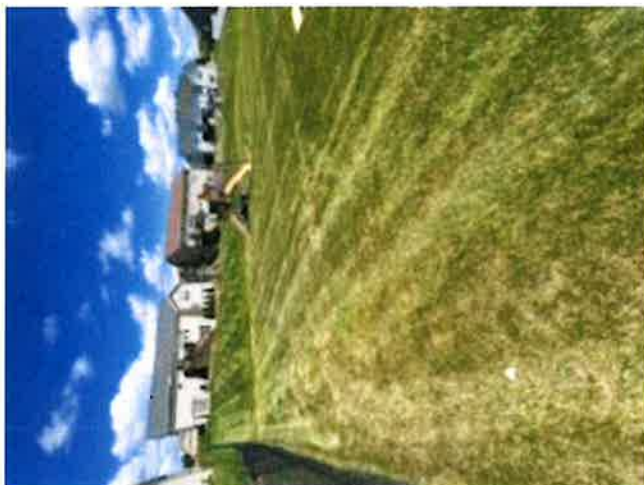




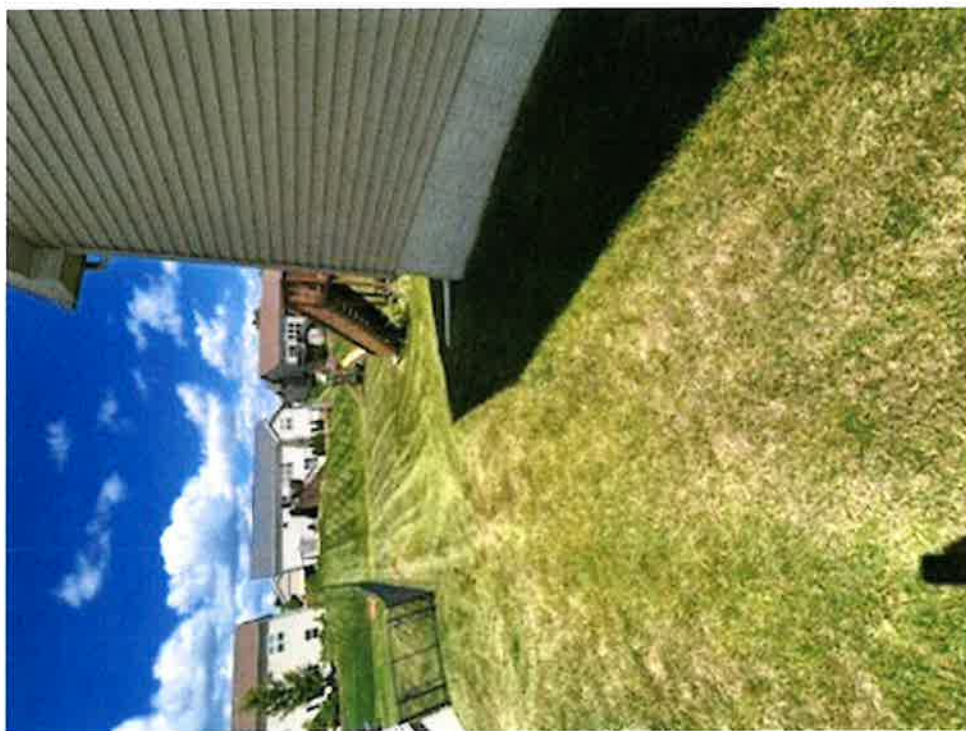












Beacon™ Black Hawk County, IA

Summary

Parcel ID 891415228039
Alternate ID
Property Address 1720 QUAIL RIDGE RD
 CEDAR FALLS IA 50613
Sec/Twp/Rng N/A
Brief Tax Description QUAIL RIDGE THIRD ADDITION LOT 33
 (Note: Not to be used on legal documents)
Deed Book/Page 2014-004763 (8/30/2013)
Contract Book/Page
Gross Acres 0.00
Net Acres 0.00
Adjusted CSR Pts 0
Class R - Residential
 (Note: This is for assessment purposes only. Not to be used for zoning.)
District 910001 - CEDAR FALLS CITY/CEDAR FALLS SCH
School District CEDAR FALLS COMMUNITY SCHOOLS



Neighborhood

Neighborhood SCDRFLS-44

Owner information

Deed
 SCHICK, JORDAN M
 312 UPPER RIDGE ST
 REINBECK IA 50669

Mail To
 SCHICK, JORDAN M
 312 UPPER RIDGE ST
 REINBECK IA 50669

Sales

Date	Seller	Buyer	Recording	Sale Condition - NUTC	Type	Multi Parcel	Amount
7/30/2013	AMERICAN INTERNATIONAL RELOCATION SOLUTIONS L L C	SCHICK,JORDAN M	2014-00004764	RELOCATION SALE	Deed		\$390,000.00
7/16/2013	JEPSEN,JOSHUA A	AMERICAN INTERNATIONAL RELOCATION SOLUTIONS L L C	2014-00004763	RELOCATION SALE	Deed		\$390,000.00
9/3/2010	MIDWEST DEVELOPMENT CO	JEPSEN,JOSHUA A	2011-00006564	NORMAL ARMS-LENGTH TRANSACTION - 09/11	Deed		\$384,000.00

Show Deed/Contract

[Show Deed/Contract](#)

Land

Lot Dimensions	Regular Lot: x	Front	Rear	Side 1	Side 2
Front Footage					
Main Lot		77.00	111.00	155.00	163.00
Sub Lot 2		0.00	0.00	0.00	0.00
Sub Lot 3		0.00	0.00	0.00	0.00
Sub Lot 4		0.00	0.00	0.00	0.00

Lot Area 0.34 Acres; 14,946 SF
 (Note: Land sizes used for assessment purposes only. This is not a survey of the property)

Residential Dwellings

Residential Dwelling	
Occupancy Style	Single-Family / Owner Occupied
Architectural Style	2 Story Frame
Year Built	N/A
Exterior Material	2009
Total Gross Living Area	Vinyl
Attic Type	2,880 SF
Number of Rooms	None;
Number of Bedrooms	8 above; 0 below
Basement Area Type	4 above; 0 below
Basement Area	Full
Basement Finished Area	1,378
Plumbing	56 - Walk-out (PLF Exposed)
Central Air	1 Cust Bath - 3 Fixt; 1 Standard Bath - 3 Fi; 1 Shower Stall Bath -3; 1 Toilet Room (1/2 Bat; 2 Lavatory; 1 Shower Stall/Tub;
Heat	Yes
Fireplaces	Yes
Porches	1 Gas;
Decks	1S Frame Open (52 SF);
Additions	Wood Deck (212 SF); Concrete Patio (168 SF);
Garages	1 Story Frame (20 SF);
	1 Story Frame (20 SF);
	695 SF - Att Frame (Built 2009);

Permits

Permit #	Date	Description	Amount
CF 17088	08/10/2010	Siding	2,872
CF 16951	08/09/2010	Roof	8,000
CF 14429	10/30/2009	New Dwlg	331,000

Valuation

Classification	2022	2021	2020	2019	2018
	Residential	Residential	Residential	Residential	Residential
+ Assessed Land Value	\$59,710	\$59,710	\$55,120	\$55,120	\$55,120
+ Assessed Building Value	\$0	\$0	\$0	\$0	\$0
+ Assessed Dwelling Value	\$304,470	\$304,470	\$291,230	\$291,230	\$291,230
= Gross Assessed Value	\$364,180	\$364,180	\$346,350	\$346,350	\$346,350
- Exempt Value	\$0	\$0	\$0	\$0	\$0
= Net Assessed Value	\$364,180	\$364,180	\$346,350	\$346,350	\$346,350

Taxation

	2021	2020	2019	2018
	Pay 2022-2023	Pay 2021-2022	Pay 2020-2021	Pay 2019-2020
+ Taxable Land Value	\$32,321	\$31,093	\$30,357	\$31,373
+ Taxable Building Value	\$0	\$0	\$0	\$0
+ Taxable Dwelling Value	\$164,810	\$164,281	\$160,393	\$165,762
= Gross Taxable Value	\$197,131	\$195,374	\$190,750	\$197,135
- Military Credit	\$0	\$0	\$0	\$0
= Net Taxable Value	\$197,131	\$195,374	\$190,750	\$197,135
x Levy Rate (per \$1000 of value)	34.51570	33.00838	33.14094	32.53716
= Gross Taxes Due	\$6,804.11	\$6,448.98	\$6,321.63	\$6,414.21
- Ag Land Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Family Farm Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Homestead Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Disabled and Senior Citizens Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Business Property Credit	\$0.00	\$0.00	\$0.00	\$0.00
= Net Taxes Due	\$6,804.11	\$6,448.98	\$6,321.63	\$6,414.21

Tax History

Year	Due Date	Amount	Paid	Date Paid	Receipt
2021	March 2023	\$3,402	No		450123
	September 2022	\$3,402	Yes	9/21/2022	
2020	March 2022	\$3,224	Yes	3/14/2022	330390
	September 2021	\$3,224	Yes	9/20/2021	
2019	March 2021	\$3,161	Yes	3/12/2021	247918
	September 2020	\$3,161	Yes	9/21/2020	
2018	March 2020	\$3,207	Yes	3/10/2020	091866
	September 2019	\$3,207	Yes	9/20/2019	
2017	March 2019	\$3,200	Yes	3/20/2019	091866
	September 2018	\$3,200	Yes	9/19/2018	
2016	March 2018	\$3,575	Yes	3/14/2018	091866
	September 2017	\$3,575	Yes	9/28/2017	

Item 13.

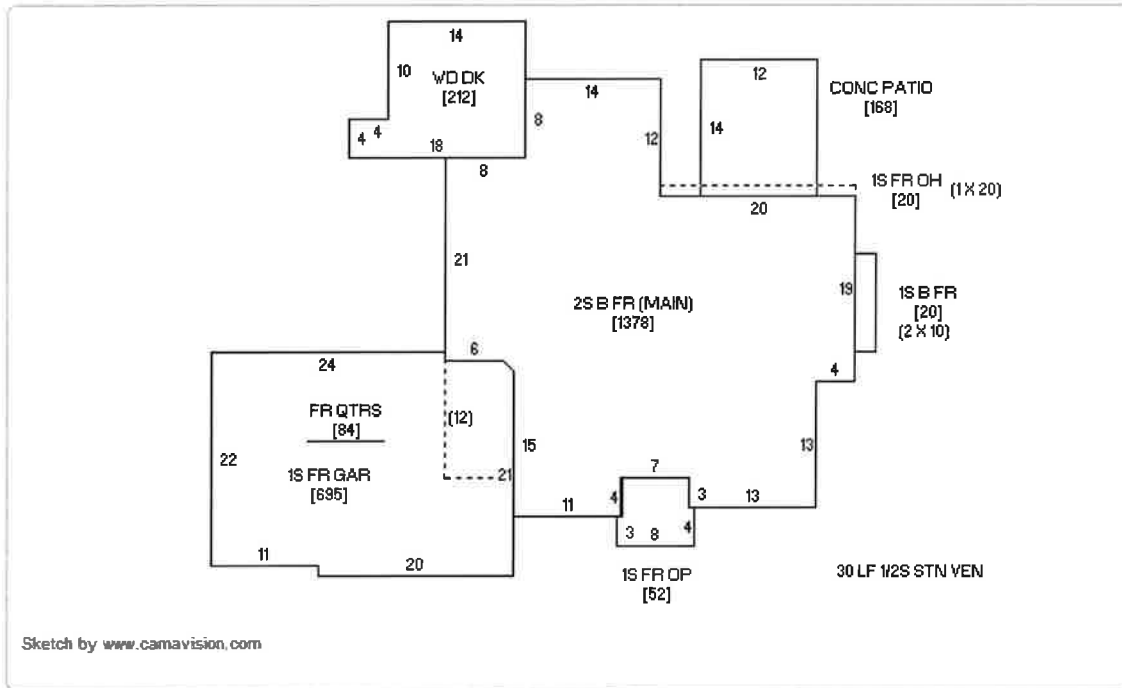
Pay Property Taxes

[Click here to pay property taxes for this parcel.](#)

Photos



Sketches



Map



Polling Location

View Polling Location

Recent Sales In Area

Sale date range:

From:

10/07/2019

To:

10/07/2022

Sales by Neighborhood

Sales by Subdivision

1500

Feet

Sales by Distance

No data available for the following modules: Agricultural Land/CSR, Commercial Buildings, Agricultural Buildings, Yard Extras, Exemptions, Tax Sale Certificate, Special Assessments.

The maps and data available for access at this website are provided "as is" without warranty or any representation of accuracy, timeliness, or completeness.

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Version 2.3.225



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM

Financial Services Division

TO: Jacque Danielsen, City Clerk
FROM: Andrea Ludwig, Financial Clerk
DATE: October 7, 2022
SUBJECT: Property Assessments

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

Harriet Ma
8702 University Avenue
Cedar Falls, IA 50613

\$249.94 July 2022
0.00 2022 (fees)
\$249.94 Total owed

Property address: 8702 University Av., CF
Parcel #8914-23-251-007

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

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

**NOTICE OF PROPOSED FINAL
ASSESSMENT PROCEEDINGS**

v.

HARRIET MA

TO THE ABOVE-NAMED PERSON(S):	Harriet Ma
PROPERTY DESCRIPTION:	8702 University Avenue, Cedar Falls, Iowa Black Hawk County Parcel #8914-23-251-007
LEGAL DESCRIPTION OF PROPERTY:	COLLEGE VIEW ACRES LOT 9 EXC SELY 20 FT, Cedar Falls, Black Hawk County, Iowa.

YOU ARE HEREBY NOTIFIED that there is a proposed resolution to place a lien on the property named above in order to collect the costs incurred by the City of Cedar Falls to mow the property located at 8702 University Avenue pursuant to City of Cedar Falls Ordinance Section 17-246. This matter is currently set on the Cedar Falls City Council agenda for **November 21, 2022.**


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

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

Very truly yours,

CITY OF CEDAR FALLS, IOWA

By



Jacqueline Danielsen, MMC, City Clerk
City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613

Enclosures.

Exhibit "A"

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

RESOLUTION NO. _____

RESOLUTION LEVYING A FINAL ASSESSMENT FOR COSTS INCURRED BY THE CITY OF CEDAR FALLS, IOWA TO MOW THE PROPERTY LOCATED AT 8702 UNIVERSITY AVENUE, CEDAR FALLS, IOWA, PARCEL ID 8914-23-251-007

WHEREAS, it was determined that the property located at 8702 University Avenue, being legally described as COLLEGE VIEW ACRES LOT 9 EXC SELY 20 FT, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8914-23-251-007, was in violation of City of Cedar Falls Ordinance Section 17-246 for failure to mow the property, and

WHEREAS, after notice(s) to abate the nuisance, the owner of record did not abate the nuisance, and after afforded a substantial period of time in which to do so, the City of Cedar Falls did cause the property located at 8702 University Avenue (Parcel ID 8914-23-251-007) to be mowed, and by doing so, incurred expenses for said services, and

WHEREAS, after invoices and notices for the services performed to mow the property were sent to the property owner of record, the owner of record has failed to pay these costs to the City of Cedar Falls.

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the unpaid costs incurred by the City of Cedar Falls, Iowa to abate the nuisance on the above-described property, in the amount of **\$301.94**, be assessed as a lien against the following described real estate, as provided by law, together with an administrative expense of \$5.00, pursuant to Cedar Falls Code Section 15-5, said real estate being legally described as follows:

COLLEGE VIEW ACRES LOT 9 EXC SELY 20 FT, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8914-23-251-007

BE IT FURTHER RESOLVED that the City Clerk of the City of Cedar Falls, Iowa, is hereby authorized and directed to place said assessment of record with the proper officials of Black Hawk County, Iowa, in order to make the assessment a lien against the above-described real estate, to be collected in the same manner as property taxes, as provided by law.

PASSED AND ADOPTED this 21st day of November, 2022.

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

September 2, 2022

Harriet Ma
8702 University Avenue
Cedar Falls, IA 50613

Dear Harriet Ma,

Enclosed you will find your latest statement. There is an outstanding charge for Code enforcement-mowing on 7/29/22 for \$249.94, as well as late fees of \$0.00 for a total amount due of \$249.94. **If no payment is received by September 19, 2022 we will put a lien on your property.**

If you have any questions, please feel free to call me at 319-268-5104. We thank you for your immediate attention to this matter.

Remit to: City of Cedar Falls
Accounts Receivable
220 Clay Street
Cedar Falls, IA 50613

Sincerely,

City of Cedar Falls

A handwritten signature in black ink, appearing to read 'Andrea Ludwig', written over the printed name.

Andrea Ludwig
Financial Clerk

Enclosure

INVOICE

Item 14.

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

(319) 273-8600

TO: HARRIET MA
8702 UNIVERSITY AVENUE
CEDAR FALLS, IA 50613

INVOICE NO: 38967
DATE: 8/04/22

CUSTOMER NO: 5350/5350

TYPE: MS - MISCELLANEOUS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	MOWED LAWN ON: 7/29/22 PER ORDINANCE 17-246&247 PROFESSIONAL LAWN CARE INV.#18189 CODE ENFORCEMENT/ADMIN.FEES	249.94	249.94
			\$190.00
			\$59.94

1.5 % LATE FEE WILL BE ASSESSED ON PAYMENTS OVER
30 DAYS

TOTAL DUE: \$249.94

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 8/04/22 DUE DATE: 9/05/22
CUSTOMER NO: 5350/5350

NAME: MA, HARRIET
TYPE: MS - MISCELLANEOUS

REMIT AND MAKE CHECK PAYABLE TO:
CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS IA 50613

INVOICE NO: 38967
TERMS: NET 30 DAYS

AMOUNT: \$249.94



DEPARTMENT OF COMMUNITY DEVELOPMENT

CODE ENFORCEMENT
CITY OF CEDAR FALLS, IOWA
220 Clay Street
Cedar Falls, IA 50613
Phone(319) 273-8606
Fax (319) 273-8610
www.cedarfalls.com

**LEGAL NOTICE OF NUISANCE TO BE ABATED:
GRASS AND WEEDS**

EFFECTIVE DATE OF THIS NOTICE: 7/21/2022 Case # 22-0639-GRSS
PROPERTY RESIDENT: Harriet K MA
PROPERTY ADDRESS: 8702 University Ave

Property Owner Name: Harriet K MA
Property Owner Address: 8702 University Ave
Cedar Falls, IA 50613

A complaint has been brought to the attention of this office and an inspection of the property found that weeds and grass have been allowed to become a nuisance. The property is legally described as follows:

COLLEGE VIEW ACRES LOT 9 EXC SELY 20 FT

Please refer to Ordinance Section 17-246 for orientation purposes and compliance requirements. Your cooperation in complying with this ordinance is appreciated. The City will inspect the property in seven (7) days from the date of this mailing notice, on 7/28/2022, to confirm compliance with the Ordinance requirements.

The following deficiencies have been observed: The grass and weeds on this property have been measured and is exceeding the City's 8 inch maximum height allowance. If the property is not brought into compliance after the seven days, the City will mow the property to bring it into compliance.

Sec. 17-246. - Noxious weeds prohibited; exceptions.

(a) It shall be unlawful for the owner or person in possession or control of any land within the city to maintain, cause or permit a nuisance as defined in this section to exist upon such land. For purposes of this section, the term "nuisance" means noxious weeds, which shall include the following:

- (1) Those defined in Iowa Code § 317.1A;
- (2) Grass and weeds exceeding eight inches in height;
- (3) Volunteer trees, bushes or other vegetation that have not been intentionally planted or which have spread through natural means into unsuitable or unsightly areas, such as in cracks or crevices along building foundations, driveways, retaining walls, sidewalks, or other similar improvements.

Sec. 15-2(18) Nuisance Defined

Dense growth of all weeds, vines, brush or other vegetation, including dead bushes, and dead woody plants, or other overgrown or unkempt bushes or other growth, in the city so as to constitute a health, safety or fire hazard.

(Code 2017, § 18-2; Ord. No. 2625, § 1, 5-29-2007; Ord. No. 2882, §§ 1—4, 9-19-2016; Ord. No. 2942, § 1, 6-3-2019)

Code Section	Nature of the Violation	Comply By
IACF 17-246(a) Noxious Weeds	It shall be unlawful for the owner or person in possession or control of any land within the city to maintain, cause or permit a nuisance as defined in this section to exist upon such land. For purposes of this section, a nuisance is defined as noxious weeds, which shall include the following: (1) Quack grass (<i>Agropyron repens</i>); (2) Perennial sow thistle (<i>Sonchus arvensis</i>); (3) European morning glory and field bindweed (<i>Convolvulus arvensis</i>); (4) Horse nettle (<i>Solanum carolinense</i>); (5) Leafy spurge (<i>Euphorbia esula</i>); (6) Perennial peppergrass (<i>Lepidium draba</i>); (7) Russian knapweed (<i>Centaurea repens</i>); (8) Buckthorn (<i>Rhamnus</i> , not to include <i>Rhamnus frangula</i>), and all other species of thistles belonging in genera of <i>Cirsium</i> and <i>Carduus</i> ; (9) Butterprint (<i>Abutilon theophrasti</i>), annual; (10) Cocklebur (<i>Xanthium commune</i>), annual; (11) Wild mustard (<i>Brassica arvensis</i>), annual; (12) Wild carrot (<i>Daucus carota</i>), biennial; (13) Buckhorn (<i>Plantago lanceolata</i>), perennial; (14) Sheep sorrel (<i>Rumex acetosella</i>), perennial; (15) Sour dock (<i>Rumex crispus</i>), perennial; (16) Smooth dock (<i>Rumex altissimus</i>), perennial; (17) Poison hemlock (<i>Conium maculatum</i>); (18) Wild sunflower (wild strain of <i>Helianthus annus L.</i>), annual; (19) Puncture vine (<i>Trimbulus terrestris</i>), annual; (20) Teasel (<i>Dipsacus</i>), biennial; (21) Grass exceeding 8 inches in height; and (22) Wild vines or wild bushes.	7/28/2022

Further, please be notified that the actual cost and expense of cutting or otherwise destroying the vegetation (manpower, equipment, fuel, etc.), together with the costs of supervision and administration up to the time the property is brought into compliance, shall be recovered by an assessment against the tract of land on which the vegetation is growing. The City shall send an invoice for the total expenses incurred by regular mail to the property owner who failed to abide by the notice to abate, and if the amount shown on the invoice has not been paid within 30 days of the invoice date, the City Clerk shall certify the total amount of the invoice plus any administrative costs to the County Treasurer and such costs shall then be collected with, and in the same manner as, general property taxes.

If you should have any questions concerning this matter, please contact the Code Enforcement at (319) 268-5186. If you have already taken care of this problem, the City of Cedar Falls appreciates your cooperation.

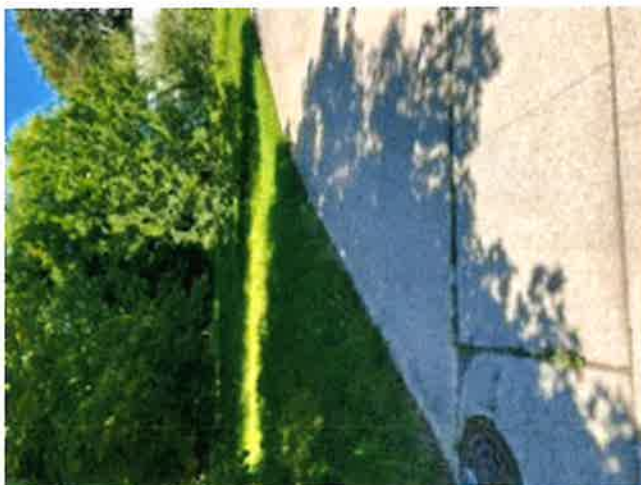
CITY OF CEDAR FALLS CODE ENFORCEMENT



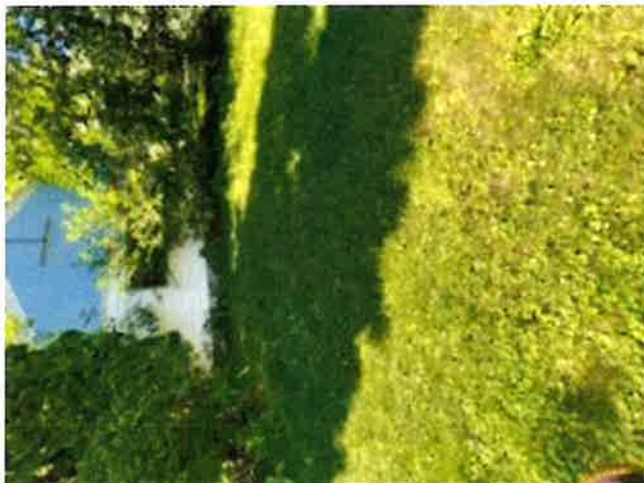
Adam Spray
Code Enforcement





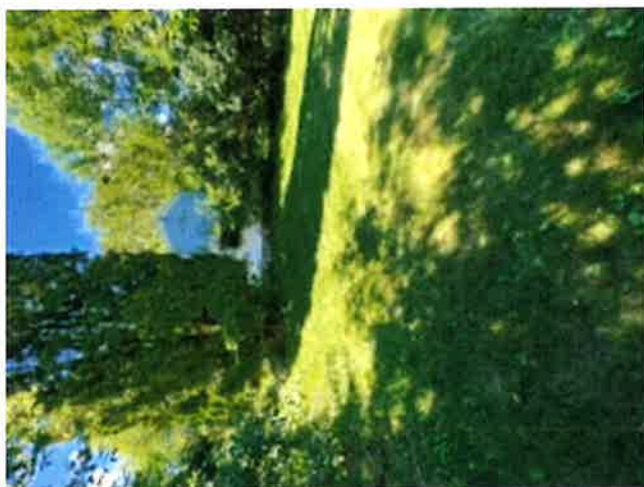


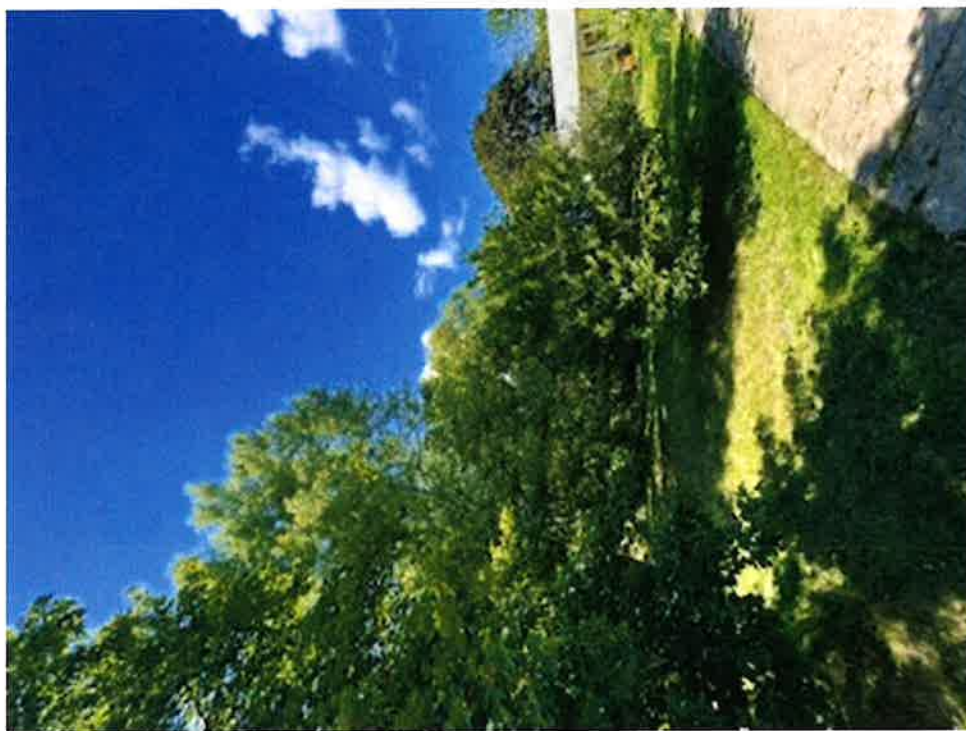


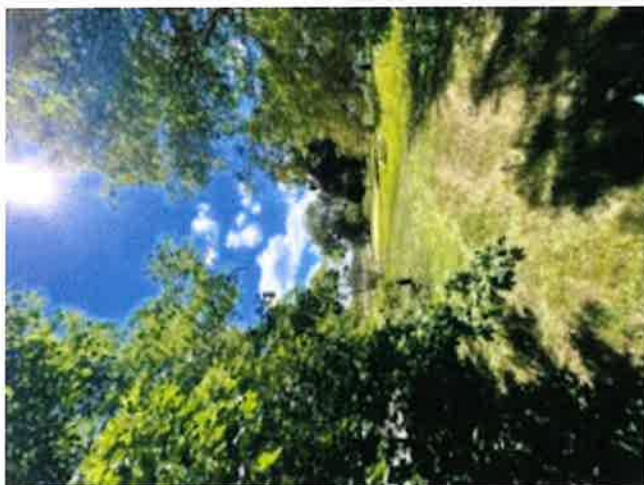


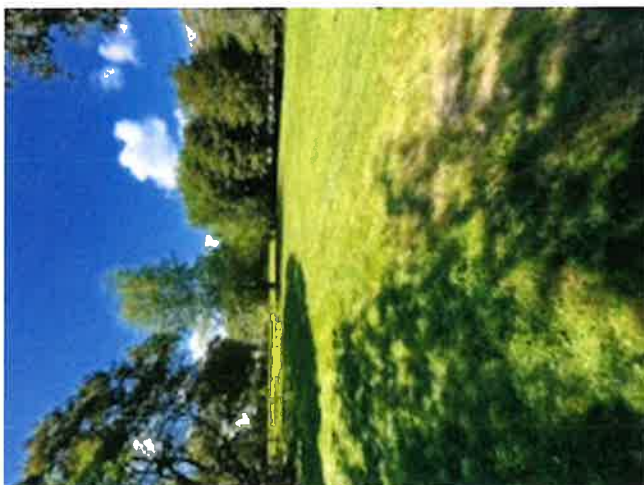












Beacon™ Black Hawk County, IA

Summary

Parcel ID 891423251007
Alternate ID
Property Address 8702 UNIVERSITY AVE
 CEDAR FALLS IA 50613
Sec/Twp/Rng N/A
Brief Tax Description COLLEGE VIEW ACRES LOT 9 EXC SELY 20 FT
 (Note: Not to be used on legal documents)
Deed Book/Page CLD-656-984 (2/24/1997)
Contract Book/Page
Gross Acres 0.00
Net Acres 0.00
Adjusted CSR Pts 0
Class R - Residential
 (Note: This is for assessment purposes only. Not to be used for zoning.)
District 910001 - CEDAR FALLS CITY/CEDAR FALLS SCH
School District CEDAR FALLS COMMUNITY SCHOOLS



Neighborhood

Neighborhood SCDRFLS-24

Owner information

Deed MA, HARRIET K 8702 UNIVERSITY AVE CEDAR FALLS IA 50613	Deed ANDERSON, VIVIEN M 1096 WHISTLE DR AUSTELL GA 30001	Deed MA, SYMONE K 8702 UNIVERSITY AVE CEDAR FALLS IA 50613	Deed ROMPORTL, LAURINDA M 131 S 20TH AVE HOPKINS MN 55343	Mail To MA, HARRIET K 8702 UNIVERSITY AVE CEDAR FALLS IA 50613
-----------------------------------------------------------------------------	--------------------------------------------------------------------------	----------------------------------------------------------------------------	---------------------------------------------------------------------------	--------------------------------------------------------------------------------

Show Deed/Contract

[Show Deed/Contract](#)

Land

Lot Dimensions Regular Lot: 100.00 x 281.00
Lot Area 0.65 Acres; 28,100 SF
 (Note: Land sizes used for assessment purposes only. This is not a survey of the property)

Residential Dwellings

Residential Dwelling
Occupancy Single-Family / Owner Occupied
Style 1 Story Frame
Architectural Style N/A
Year Built 1955
Exterior Material Vinyl
Total Gross Living Area 1,052 SF
Attic Type None;
Number of Rooms 5 above; 0 below
Number of Bedrooms 3 above; 0 below
Basement Area Type Full
Basement Area 1,052
Basement Finished Area 675 - Living Qtrs. (Multi)
Plumbing 1 Standard Bath - 3 Fi;
Central Air Yes
Heat Yes
Fireplaces
Porches
Decks
Additions
Garages 364 SF - Att Frame (Built 1955);

Yard Extras

#1 - (1) Shed 96 SF, Frame Shed, Average Pricing, Built 1993

Permits

Permit #	Date	Description	Amount
CF HA 0335	09/05/2003	A/C	0

Valuation

Classification	2022 Residential	2021 Residential	2020 Residential	2019 Residential	2018 Residential
+ Assessed Land Value	\$33,920	\$33,920	\$28,260	\$28,260	\$28,260
+ Assessed Building Value	\$0	\$0	\$0	\$0	\$0
+ Assessed Dwelling Value	\$111,920	\$111,920	\$97,320	\$97,320	\$97,320
= Gross Assessed Value	\$145,840	\$145,840	\$125,580	\$125,580	\$125,580
- Exempt Value	\$0	\$0	\$0	\$0	\$0
= Net Assessed Value	\$145,840	\$145,840	\$125,580	\$125,580	\$125,580

Taxation

	2021 Pay 2022-2023	2020 Pay 2021-2022	2019 Pay 2020-2021	2018 Pay 2019-2020
+ Taxable Land Value	\$18,361	\$15,941	\$15,564	\$16,085
+ Taxable Building Value	\$0	\$0	\$0	\$0
+ Taxable Dwelling Value	\$60,583	\$54,898	\$53,598	\$55,393
= Gross Taxable Value	\$78,944	\$70,839	\$69,162	\$71,478
- Military Credit	\$0	\$0	\$0	\$0
= Net Taxable Value	\$78,944	\$70,839	\$69,162	\$71,478
x Levy Rate (per \$1000 of value)	34.51570	33.00838	33.14094	32.53716
= Gross Taxes Due	\$2,724.81	\$2,338.28	\$2,292.09	\$2,325.69
- Ag Land Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Family Farm Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Homestead Credit	(\$167.40)	(\$160.09)	(\$160.73)	(\$157.81)
- Disabled and Senior Citizens Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Business Property Credit	\$0.00	\$0.00	\$0.00	\$0.00
= Net Taxes Due	\$2,557.41	\$2,178.19	\$2,131.36	\$2,167.88

Tax History

Year	Due Date	Amount	Paid	Date Paid	Receipt
2021	March 2023	\$1,279	No		462349
	September 2022	\$1,279	Yes	9/30/2022	
2020	March 2022	\$1,089	Yes	3/30/2022	319283
	September 2021	\$1,089	Yes	10/1/2021	
2019	March 2021	\$1,066	Yes	3/29/2021	245337
	September 2020	\$1,066	Yes	10/1/2020	
2018	March 2020	\$1,084	Yes	4/3/2020	069462
	September 2019	\$1,084	Yes	10/1/2019	
2017	March 2019	\$1,080	Yes	4/2/2019	069462
	September 2018	\$1,080	Yes	10/2/2018	
2016	March 2018	\$1,105	Yes	4/3/2018	069462
	September 2017	\$1,105	Yes	10/3/2017	

Pay Property Taxes

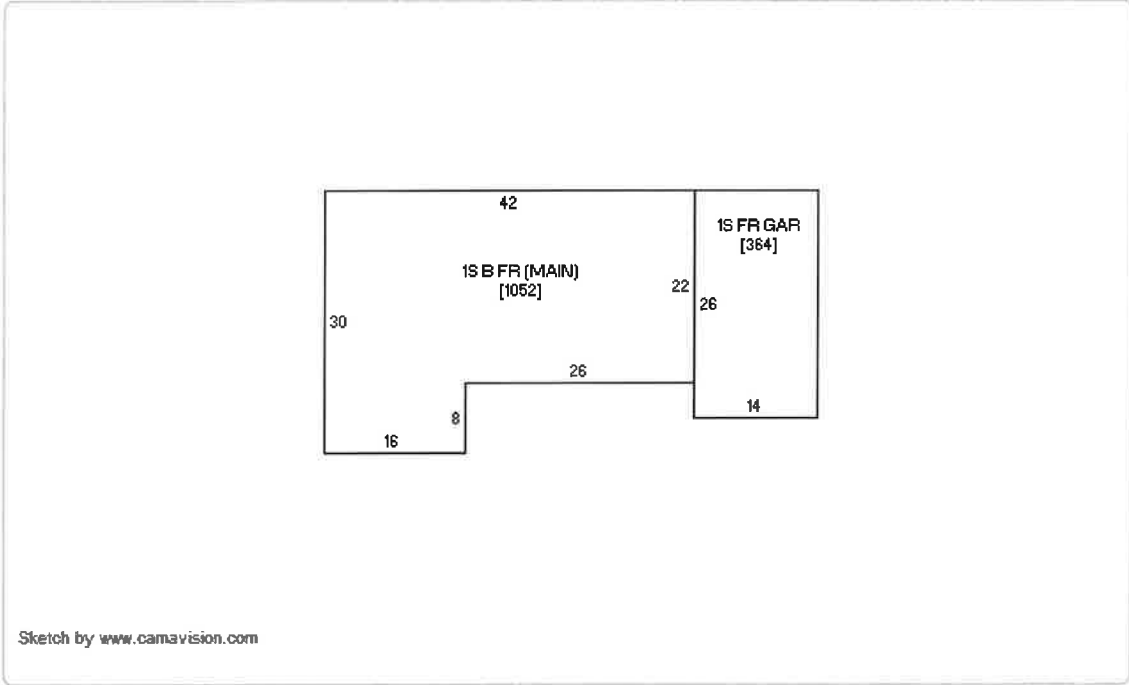
[Click here to pay property taxes for this parcel.](#)

Photos



Sketches

Item 14.



Map



Polling Location

[View Polling Location](#)

Recent Sales In Area

Sale date range:

From:

10/07/2019

To:

10/07/2022

Sales by Neighborhood

Sales by Subdivision

1500

Feet ▼

Sales by Distance

No data available for the following modules: Sales, Agricultural Land/CSR, Commercial Buildings, Agricultural Buildings, Exemptions, Tax Sale Certificate, Special Assessments.

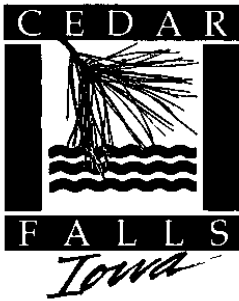
The maps and data available for access at this website are provided "as is" without warranty or any representation of accuracy, timeliness, or completeness.

[User Privacy Policy](#)
[GDPR Privacy Notice](#)



Last Data Upload: 10/6/2022, 11:54:07 PM

Version 2.3.225



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor Robert M. Green and City Council
FROM: Thom Weintraut, AICP, Planner III
DATE: November 21, 2022
SUBJECT: Rental to Single Family Owner Conversion Incentive Program:
 210 W 22nd Street

The Rental to Single Family Owner Conversion Incentive Program was adopted by City Council in December 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 to encourage improvements and conversion of rental properties 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.

Andrew Thomas closed on the property at 210 W 22nd Street on June 10, 2022. Mr. Thomas has applied to be considered for the Rental to Single Family Owner Conversion Incentive Program. The property meets the following requirements of the program: it is located in the R-2 Zoning District; it falls within the geographical boundary for the grant applicability; the property is located in a block of less than 75% rentals; and the property has been a rental for at least the last three years.

The owner plans to make extensive exterior improvements totaling approximately \$35,000 to the front yard of the property. The improvements include replacing and widening the existing driveway using permeable pavers to help reduce stormwater run-off and replacing the retaining walls to the lower-level garage. Mr. Thomas also plans to add a retaining wall along the front property line to create a level the front yard and to replace the front steps leading from the street to the front entrance of the house.

According to Mr. Thomas, the current narrow driveway has retaining walls on either side which make parking and exiting a vehicle in the driveway difficult. The addition of the retaining walls along the front of the lot will not only increase the usability of the yard, but also help alleviate the erosion of the front hill due to rainwater runoff. Overall, the project will improve the neighborhood in the following ways:

- 1) allow parking in the driveway thereby reducing the need for parking on the street.
- 2) reduce the stormwater runoff from the site.
- 3) improve the appearance of the property and the neighborhood.

City staff finds this request reasonable as it will lead to improved living conditions and

aesthetics of the property and neighborhood. Overall, staff finds that the proposed exterior improvements will enhance the quality of the neighborhood and therefore recommend approval.

If approved, the Community Development Department recommends adopting a resolution approving this property for a forgivable loan of up to \$10,000 and the placement of a lien on the property for which 20% will be forgiven each year for five years with prorated payback if sold before the end of five years. One-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: Thomas A. Weintraut, Community Development Department,
City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, Phone: 319-273-5184.

LIEN NOTICE AND SPECIAL PROMISSORY NOTE

Account No. 101-2245-442-89.79 Amount \$ 10,000.00

Date: 10/25/22

RE: Property located at: 210 W 22nd Street
and legally described as The East One-half of Lot No. Eighteen (18) in Block No.
Fifteen (15) in Normal Addition to Cedar Falls, Iowa

(hereinafter the "Rehabilitated Property").


WHEREAS, the City of Cedar Falls, Iowa, has advanced certain sums to the following owner or owners: (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 (\$) (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.



 Andrew R. Thomas
 OWNER



 OWNER

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

This instrument was acknowledged before me on the 25th day of October 2022, by Owner's name.



 Notary Public in and for the State of Iowa



10/10/22

To: City Council Cedar Falls, Iowa

From: Andrew Thomas, Home Owner

Regarding Property: 210 W 22nd Street Cedar Falls, Iowa 50613

I applied for Rental to Owner conversion Program through the city of Cedar Falls. I would like to take this opportunity to explain how I think the exterior modifications will benefit the city of Cedar Falls.

As you can see form my application, I am preparing for extensive modifications to the outside of my dwelling.

Currently the driveway is not usable. Due to the retaining walls, the driveaway is not wide enough to allow for parking. This plan would allow me to widen the driveway, which would in turn alleviate the use for parking in the street. I am also installing a DNR approved permeable driveway to help with water run off on the city block.

I will be adding retaining walls along the driveway and the front of the house. The current retaining wall is crumbling and will need to come out for the driveway. Being the yard is at a 70 degree slope the retaining wall will help with solid erosion due to rainwater.

The scope of the project is large but in the end it will beautify the city of Cedar Falls, Alleviate parking and help with the run off water on my block.

Thank you in advance for taking the time to look at my application

Andrew Thomas



**DEPARTMENT OF COMMUNITY DEVELOPMENT
RENTAL TO OWNER CONVERSION INCENTIVE PROGRAM APPLICATION**

**City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613**

Property's Address: 210 west 22nd street Cedar Falls IA

Property Zoning (circle one): R1 , R2 , Other

Name of Applicant: Andrew Thomas

Applicant's Email: thomasa5521@gmail.com Daytime Phone #: 319-429-0335

Current Deed Holder or Contract Buyer: Andrew Thomas

Owner Name (if different than above): _____

Owner Mailing Address (if different than above): _____

Owner's Email: thomasa5521@gmail.com Daytime Phone #: 319-429-0335

Nature of improvements (specify): install permeable driveway and retaining walls helping with water runoff and improve the overall curb appeal of this city block

Estimated or Actual Cost of Improvements: \$37,708.66

Proposed Start Date: Nov. 1st Estimated or Actual Date of Completion: ??

Lender: Green state credit union Daytime Phone #: 1-800-397-3790

Lender Address: 3409 Cedar Heights Dr. Cedar Falls

Applicants Signature: Andrew Thomas Date: 10/6/22

Name (Printed): Andrew Thomas

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 _____

City of Cedar Falls

(319) 273-8600: email: planning@cedarfalls.com
Rental Conversion Incentive Program/Background/Rental Conversion Application 8-3-20

LANDSCAPING CO.

3170 Wagner Rd.
 Waterloo, IA 50703
 (319) 226-6000
 Fax (319) 226-6003

8/30/2022

Andrew & Tempest Thomas
 210 22nd Street
 Cedar Falls, Ia 50613

Designer
Dan F

Project

2022 Walls & Driveway

Customer Phone
 319-429-6335

Description	Qty	Cost	Total
Provide Finish Grad and Hydroseed of lawn areas disturbed during the construction process to include, Finish Grade, Seed, BFM mulch, & Fertilizer. Allowance for up to 2500 Sq. Ft. Project Notes: * Assumes that there will be sufficient topsoil on site for backfill behind walls. No additional topsoil is included in this estimate. * No Fence material included. TBD * No concrete steps & private concrete walks material included. TBD * No front entry stoop materials are included. TBD * We are currently running approx. 3-4 months out on installation projects once we receive your signed estimate and down payment. * If you have any questions please contact Dan Foss at Matthias Landscaping (319)226-6000 or dan@matthiaslandscaping.com	1	1,050.00	1,050.00T

<p>Please sign & return with down payment to schedule work</p> <p><small>reference to the above estimate, all material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard industry practices. All agreements are contingent upon accidents, weather, or delays beyond our control. Any labor and materials necessary for extra work not included in the above estimate, such as conditions not visible or requests for additional work, will be billed accordingly. This additional work will be done only upon owner's approval. Every effort is made to include all work needed at the time of bid, but unforeseen conditions may exist and, therefore, become the responsibility of the owner. All extra charges will become part of the original contract and will be due with the next payment or as they are completed and invoiced. All trees, shrubs, or perennials are guaranteed for one year from time of installation, and will be replaced one time only. Labor is included in the estimate and will be billed at standard planting rate.</small></p> <p><small>MS: Estimate valid if accepted and returned within 30 Days. 20% down, and balance upon completion. Late charges of 1.5% per month will accrue on past due invoices. In the event that legal proceedings are initiated to collect any past due balance, owner shall be responsible for the contractor's attorney's fees and costs.</small></p>	<p>Subtotal \$35,241.74</p> <p>Sales Tax (7.0%) \$2,466.92</p> <p>Total \$37,708.66</p> <p>Signature</p>
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------







DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls
 220 Clay Street
 Cedar Falls, Iowa 50613
 Phone: 319-273-8600
 Fax: 319-268-5126
 www.cedarfalls.com

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor Robert M. Green and City Council
FROM: Michelle Pezley, Planner III
DATE: November 21, 2022
SUBJECT: Community Development Block Grant Funds (CDBG) Service Agency
 Contract: House of Hope

The City of Cedar Falls is committed to obtaining funds every year through federal programs like CDBG, HOME, and Section 8 to help serve the needs of low and moderate income families and individuals living in Cedar Falls. The City may use up to 15% of our CDBG to fund local service agencies.

As listed in the Annual Action Plan for this year, the City designated \$38,970 to Prevent Homelessness through Agency and Organizational Support.

Staff has been working with the service agencies that have responded to the Request for Proposals to complete the contracts. Staff anticipates a total of six contracts. Attached is the contract with the House of Hope for \$5,800. The House of Hope proposes to use the funds for rental assistance.

At their September 21, 2022 meeting, the Housing Commission reviewed the recommended allocation of funds to these agencies and recommends approval.

Xc: Stephanie Houk-Sheetz, AICP, Director of Community Development
 Karen Howard, AICP, Planning & Community Services Manager

2/17/2022

CITY OF CEDAR FALLS, IOWA
GENERAL TERMS AND CONDITIONS
(PARTIES/SUBJECT OF CONTRACT)

This Agreement is by and between House of Hope ("Contractor") and the City of Cedar Falls, Iowa ("City"), and is to be effective on the date last signed by the Contractor or the City below.

1.0. Contractor's Services

1.1. Contractor's services shall consist only of the those services and/or products provided or supplied by Contractor as defined in this Agreement and as listed on Exhibit "A" attached. ("Services" or "Scope of Services")

1.2. Contractor shall not commence or perform any work outside the Scope of Services unless and until authorized in writing by the City. No changes to the Scope of Services shall be valid unless agreed to by both the Contractor and the City in writing. Any work performed or expenses incurred by the Contractor shall be conclusively presumed to be part of the Scope of Services unless a written change order covering such work, and the cost of such work, has been agreed to in advance. If Exhibit "A" includes provisions for contingent services, such services shall not be performed until written authorization is given by the City.

1.3. Contractor shall assign qualified and experienced personnel to perform the Services, and Contractor hereby warrants to the City that Contractor has sufficient experience and financial resources to complete the Services required by this Agreement. Where the Scope of Services identifies particular personnel who shall perform the Services, such personnel shall remain assigned to provide the Services throughout the term of this Agreement, unless otherwise approved in writing by the City. In the event that such particular personnel must be replaced, Contractor agrees to replace such particular personnel with persons of equivalent or better qualifications, as approved by the City.

1.4. Contractor shall perform the Services in a timely manner and in accordance with any schedule set forth in Exhibit "A". The Contractor and the City agree that time is of the essence with respect to Contractor's performance under this Agreement.

1.5. Contractor warrants that its fulfillment of this Agreement will not infringe on or misappropriate the rights of any third party, and that the Contractor has the complete right and full authority to convey ownership of the Services to the City. Contractor shall obtain all required governmental and third-party licenses, approvals and permits for the provision of Services, at Contractor's cost.

1.6. The person signing this Agreement on behalf of the Contractor represents and warrants that the person has full and sufficient authority to execute this Agreement on behalf of the Contractor.

2.0. Compensation

2.1. All bids and prices shall be shown in U.S. Dollars. All prices must remain firm for the duration of this Agreement.

2.2. After inspection (if applicable) and acceptance by the City of Services, City shall pay Contractor in accordance with the payment terms set forth in Exhibit "B". The maximum amount of all payments for Services shall be the amount set forth in Exhibit "B", unless additional Services are agreed upon as set forth in Section 1.2, in which case the maximum amount of all payments shall be adjusted accordingly.

2.3. Following acceptance of Services by the City, payment shall be made to the Contractor within thirty (30) days of receipt of a proper invoice. The invoice shall include, at a minimum, The name and address of the Contractor, the invoice number, the date services were performed or goods were shipped, a general description of the services or

2/17/2022

goods, total amount to be paid, any discounts or credits, and the net amount to be paid. The invoice shall be mailed or emailed to the authorized representative of the City listed below, at the address listed below.

2.4. Expenses shall not be reimbursed to the Contractor unless specifically described in Exhibit "B".

2.5. If services in addition to the Scope of Services are agreed upon as set forth in Section 1.2, Contractor must provide a separate invoice for such additional services before payment will be made.

K2.6. Notwithstanding anything to the contrary in this Agreement, the City may withhold payment to Contractor for faulty Services, or if the City is advised of liens or other claims against any Services, including products.

3.0. Taxes.

3.1. The City is exempt from all federal, State of Iowa, and other states' taxes on the purchase of products and services used by the City within the State of Iowa. The City shall provide tax exemption certification as required.

3.2. Any charges for taxes from which the City is exempt will be deducted from invoices before payment is made.

4.0. Ownership and Use of Documents

4.1. All Services to be provided under this Agreement, and any invention, improvement, discovery, or innovation (whether or not patentable) made, conceived or actually reduced to practice by Contractor in the performance of the Scope of Services in this Agreement will be owned exclusively by the City, including all proprietary and intellectual property rights. To the extent not automatically vested in the City, Contractor hereby assigns to the City all right, title and interest in and to the Services, including, without limitation, copyright, patent and trade secret rights. Upon the City's request, Contractor shall execute any additional documents necessary for the City to perfect such ownership rights.

4.2. Notwithstanding Section 4.1, Contractor retains ownership of its pre-existing and proprietary materials and other intellectual property that may be incorporated into the Services.

4.3. Copies of City furnished data that may be relied upon by Contractor are limited to the printed copies (also known as hard copies) that are delivered to the Contractor. Files in electronic media format of text, data, graphics, or of other formats that are furnished by the City to the Contractor are only for the convenience of the Contractor. Any conclusion or information obtained or derived from such electronic files will be at the Contractor's sole risk.

4.4. During the term of this Agreement and following completion or termination of the Agreement, the Contractor and any authorized Subcontractors shall maintain all accounting records and other documentation generated in providing Services under this Agreement. The City or its designee shall be allowed to have access to such information for the purpose of inspection, audit and copying during normal business hours for a period of five (5) years after the final payment by the City, termination of this Agreement, or resolution of all matters under this Agreement, whichever date is latest. No additional compensation shall be paid to Contractor for such retention or inspection by the City or designee.

5.0. Term and Termination.

5.1. The term of this Agreement shall commence on the effective date and end on June 30, 2022 unless earlier terminated under the terms of this Agreement.

5.2. The City may terminate this Agreement at any time for its convenience by giving written notice to the Contractor of such termination and specifying the effective date of the termination, at least thirty (30) calendar days before the effective date of termination. In that event, all finished or unfinished Services, reports and materials prepared or furnished by the Contractor shall, at the option of the City, become the City's property. If the Agreement is terminated by the City as provided herein, the Contractor shall be paid for all Services which have been authorized, approved and provided up to the effective date of termination. The City will not be subject to any termination fees from the Contractor.

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5.3. Either party may terminate this Agreement upon seven (7) calendar days written notice in the event that the other party fails to substantially perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

6.0. Warranties.

6.1. Contractor represents and warrants that Services shall be performed in a manner consistent with the standard of care of other professional service providers in a similar industry and application.

6.2. Contractor represents and warrants that products delivered as part of the Scope of Services, including each component, shall be free of defects and shall conform to the quality standards of the applicable industry and shall meet in all respects the requirements of the Scope of Services. If any defect or sign of deterioration is identified by the City within one year after delivery which is not due to the acts or omissions of the City, Contractor shall, within 15 days after notification by the City, at Contractor's expense, repair, adjust or replace such items to the complete satisfaction of the City.

6.3. Contractor shall be responsible for the quality, technical accuracy, completeness and coordination of all Services under this Agreement. Contractor shall promptly and without charge, provide all corrective work necessary as a result of Contractor's acts, errors or omissions with respect to the quality and accuracy of Contractor's Services.

6.4. Contractor shall be responsible for any and all damages to property or persons as a result of Contractor's acts, errors or omissions in performing the Services under this Agreement, and for any losses or costs to repair or remedy any Services undertaken by the City as a result of any such acts, errors or omissions.

6.5. Contractor's obligations shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either by the City or by the Contractor. None of the provisions of this Agreement shall be construed as a limitation on the City's right to seek recovery of damages it suffers as a result of Contractor's fault or breach.

7.0. Warranties – Intellectual Property.

7.1. Contractor represents and warrants that the Services produced or provided to the City do not infringe upon any copyright, trademark, trade name, trade dress patent, statutory, common law or any other right of any person or entity.

7.2. Contractor represents and warrants that the Services, and the City's use of the same, and the exercise by the City of the rights granted by this Agreement, shall not infringe upon any other work or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person or entity.

7.3. Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the Services contemplated by this Agreement.

8.0. Disputes.

8.1. Should any dispute arise with respect to this Agreement, the parties agree to act immediately to resolve such dispute. Time is of the essence in the resolution of disputes.

8.2. Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Agreement that are not affected by the dispute and the City shall continue to make payment for all Services that are performed in conformance with this Agreement. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed Services, without delay, any additional costs incurred by the City or the Contractor as a result of such failure to proceed shall be borne by the Contractor.

8.3. Should any dispute between the parties remain unresolved, the parties mutually agree to engage in mediation prior to the filing of suit by either party. The cost of mediation shall be divided equally between the parties

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except that each party shall be responsible for that party's own expenses and attorney fees associated with mediation. The City shall not engage in arbitration of any dispute.

9.0. Indemnification and Hold Harmless.

9.1. To the fullest extent permitted by law, Contractor (for purposes of this Section 9.0, includes employees, subcontractors, agents and others working on behalf of Contractor under this Agreement) agrees to defend (for all non-professional claims), indemnify, and hold harmless the City (for purposes of this Section 9.0 includes elected and appointed officials, employees, and agents working on behalf of the City) 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, including, but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property damage, 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 under this Agreement, to the extent caused by or arising out of the errors, omissions, negligent or intentional acts of the Contractor.

9.2. Contractor's duty of indemnification and to hold harmless includes, but is not limited to, Contractor's breach or alleged breach of the warranties found in Sections 6.0 and 7.0 above, and shall survive the termination of this Agreement. Such duty also includes damage, loss or injury to the City or City property.

9.3. Contractor expressly assumes full responsibility for loss, expense, damages or injuries which may result to the Contractor by reason of or in connection with the work and/or services provided by Contractor under this Agreement to the extent caused by or arising out of the errors, omissions, negligent or intentional acts of the Contractor.

9.4. It is specifically agreed between the parties that this Agreement is not intended to create in the public or any member of the public third party beneficiary status or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage.

10.0. Insurance.

Contractor shall at all times during the performance of this Agreement maintain insurance as set forth in Exhibit unless this insurance requirement is waived by the City in this Section.

Insurance requirement waived: Risk Management Committee approval 11/3/22 (Signature and title of authorized City employee or officer) *S. H. H. H., Director of community Development*

The City may at any time during the term of this Agreement require proof of such insurance.

11.0. Compliance with Laws and Regulations.

11.1. Contractor certifies that in performing this Agreement it will comply with all applicable provisions of federal, state and local laws, ordinances, rules, licenses and regulations and shall make reasonable efforts to ensure that its employees, agents, subcontractors and others working on behalf of the Contractor under this Agreement do the same.

11.2. Contractor is responsible for determining which products are considered to be hazardous chemicals under applicable standards and to provide the most current Safety Data Sheet ("SDS") with the initial shipment of such chemicals. Failure by Contractor to do so may be considered by the City to be delivery of a defective product and its delivery may be refused. It is also the Contractor's responsibility to provide to the City any updated or revised SDS as it becomes available for any such hazardous chemicals sold and delivered to the City.

12.0. Independent Contractor.

Both parties shall act in their individual capacities in the performance of this Agreement and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other for any purpose whatsoever.

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13.0. Non-Collusion.

13.1. Neither the Contractor, nor anyone acting on behalf of Contractor, has employed any person to solicit or procure this Agreement, nor will the Contractor make any payment or agreement for payment of any compensation in connection with the solicitation or procurement of this Agreement.

13.2. Contractor agrees that there is no agreement, arrangement or understanding expressed or implied, contemplating any division of compensation for Services provided under this Agreement, or in the participation in such Services, directly or indirectly, by any person or entity, except as provided in this Agreement.

13.3. Neither the Contractor, nor anyone acting on behalf of Contractor, has either directly or indirectly entered into any agreement, arrangement or understanding to collude or otherwise take any action in restraint of free competitive procurement in connection with this Agreement.

14.0. Nondiscrimination and Equal Opportunity.

14.1. Contractor will not discriminate against any employee or applicant for employment because of race, sex, color, creed, national origin, marital or familial status, religion, age, disability, sexual orientation, gender identity, genetic information or veteran status, or any other classification protected by federal, state, or local law, except where age or sex is an essential bona fide occupational requirement, or where disability is a bona fide occupational disqualification.

14.2. Contractor shall inform all subcontractors and agents performing under this Agreement of this nondiscrimination and equal opportunity requirement and shall take reasonable steps to ensure their compliance with the same.

15.0. No Conflict of Interest.

Contractor represents, warrants and covenants that no relationship exists or will exist during the term of this Agreement that is a conflict of interest under Iowa law. No employee, officer or agent of the Contractor shall participate in the procurement or performance of this Agreement if a conflict of interest exists as to such person. Should a conflict of interest arise during the term of this Agreement for Contractor or any employee, officer or agent of Contractor, Contractor shall immediately notify the City, in which case this Agreement may be terminated and any excess costs incurred by the City due to such termination shall be paid by Contractor or deducted from any sums yet due to Contractor.

16.0. Force Majeure.

16.1. Force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act as such; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind specifically named or referred to in this Agreement which is not within the reasonable control of the party affected. A delay in or failure of performance by either party shall not constitute a default in performance nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure.

16.2. The party who is prevented from performing by force majeure shall be obligated, within a period not to exceed fourteen (14) calendar days after the occurrence or detection of any such event, to provide notice to the other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and shall remedy such cause as soon as reasonably possible, as mutually agreed between the parties.

16.3. If a remedy to an event of force majeure cannot be agreed upon within a reasonable amount of time, this Agreement may be terminated by either party.

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17.0. Assignment.

No rights under this Agreement may be assigned or transferred by Contractor without the prior written consent of the City. The benefits of this Agreement may inure to Contractor's assigns, transferees, or successors in interest if approved by the City in writing in advance, and if such assignee, transferees or successors agree in writing to be bound by the terms of this Agreement.

18.0. Governing Law.

18.1. This Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Iowa, regardless of choice of law principles.

18.2. Venue for any dispute under this Agreement shall be the District Court in and for Black Hawk County, Iowa.

19.0. Discrepancy.

In the event that there are any discrepancies or differences between any terms or conditions of the Contractor's bid or quote and this Agreement, this Agreement shall prevail, even if the Contractor's bid or quote is incorporated into this Agreement.

20.0 Public Record.

20.1. This Agreement as well as Contractor's bid or quote and all documents submitted with any such bid or quote shall become public documents subject to Iowa Code Chapter 22, the Iowa Open Records Law. By submitting the bid or quote or any document to the City in connection with such bid or quote, the submitting party recognizes this and waives any claim against the City, its elected and appointed officers, and its employees, and agents working on behalf of the City, relating to the release of any bid or document submitted.

20.2. Each submitting party shall hold the City and its elected and appointed officers, and its employees, and agents working on behalf of the City, harmless from any claims arising from the release of any document or information made available to the City related to or arising from the bidding or quoting process.

20.3. Notwithstanding Sections 20.1 and 20.2, protection from disclosure may apply to those elements of any submittal that may be a trade secret, or confidential or proprietary information. Should the submitting party wish to designate submittals as such, they must be clearly and prominently marked. The City shall make no determination as to whether or not such documents are protected from disclosure under Iowa Code Chapter 22. Rather, the City shall endeavor to notify the submitter of any request for such information and the submitter shall be solely responsible for asserting exemption from disclosure by obtaining a court order. As long as the City makes a good faith effort to notify the submitter of a request for such information, the City and the City's elected and appointed officers, the City's employees, and agents working on behalf of the City, shall not be liable for any damages resulting from such disclosure, whether such disclosure is deemed required by law, by an order of court or administrative agency, or occurs through inadvertence, mistake, or negligence.

21.0. Debarment.

21.1. Contractor hereby certifies, pursuant to 48 CFR Part 9, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal agency.

21.2. Contractor further certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the City or with the State of Iowa.

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22.0 Confidentiality of Shared Information.

No information shared between Contractor and the City in the performance of this Agreement shall be deemed confidential unless clearly designated as such in writing by the party seeking confidentiality at the time of sharing. If designated as confidential the parties agree to maintain the confidentiality of such information except as necessary for performance under this Agreement, unless or until written authorization for disclosure is given by the designating party, or as required by law, or by an order of a court or administrative agency. In the event of a dispute over the confidentiality of shared information, the parties agree to maintain the confidentiality of the designated information until the issue of confidentiality is resolved. The duty to maintain the confidentiality of such information shall survive the termination of this Agreement.

23.0. Entire Agreement.

23.1. This Agreement, and Exhibits, which are incorporated into this Agreement by this reference, contains the entire agreement and understanding by and between the parties with respect to the subject matter, and no representations, promises, agreements, or understandings, written or verbal, not contained in this Agreement, shall be of any force or effect.

23.2. No change, modification or waiver of this Agreement shall be valid or binding unless the same is in writing and signed by the party against whom such change, modification or waiver is sought to be enforced.

24.0. Additional Terms.

24.1 On-site monitoring visits may be conducted by the City at City's discretion to verify Agreement compliance.

24.2 The City will review Contractor files to determine if adequate information is being maintained to be in compliance with Exhibit B of this Agreement. The City will provide the Contractor with a monitoring report outlining any deficiencies in record keeping procedures and any corrective action to be implemented after any on-site monitoring visit.

24.3 See Exhibit C – Federal Contract Requirements

24.4 See Exhibit D – Quarterly Report Template

25.0. Notices.

Any notice required to be given under this Agreement and any authorization required to be provided shall be given or provided to:

City:
Name: Michelle Perley
Title: Planner III
Address: 220 Clay St.
Cedar Falls, IA 50613
Telephone: (319) 268-8194
Email: michelle.perley@cedarfalls.ia.us

Contractor:
Name: AJusky Steele
Title: Development Director
Address: 845 W. 4th St.
Waterloo, IA 50702
Telephone: 319-232-3823
Email: ajusky@houseofhopeccal.org

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In Witness Whereof, the City and the Contractor have caused this Agreement to be executed as of the last date listed below.

CONTRACTOR

House of Hope

By: Dusty Steek

Its: Development Director

Date: 11-09-22

CITY OF CEDAR FALLS, IOWA

By: _____

Robert M. Green, Mayor

Attest: _____

Jacqueline Danielsen, MMC, City Clerk

Date: _____

Exhibit A
Services

1. Scope of Services

House of Hope proposes to provide rent assistance to qualified Cedar Falls residences that are not receiving other funds.

2. Schedule for Performance of Contract

The Contractor will submit quarterly progress reports providing all information requested on Exhibit D. Quarterly reports will be due January 15, April 15; and July 15 as applicable based on the contract date.

Exhibit B
Budget & Payment for Services

1. Budget

The project budget is detailed as follows:

Rental Assistance for low-income, single mother families: \$483.33 p/month x 12 months = \$5,799.96

2. Agreement Sum

The Contractor shall be compensated for the scope of its services under this contract according to the annual appropriation by the City not to exceed \$5,800 of CDBG funds.

3. Method of Payment

The method of payment shall be on a quarterly reimbursable basis. Each quarterly request by the Contractor for reimbursement shall be supported by a completed "Direct Benefit Activity" form herein attached as Exhibit D, bills, invoices, and/or other appropriate documentation. The Contractor shall submit requests for payment and maintain adequate source documentation in accordance with the applicable provisions as specified in this Agreement.

4. Invoice Timing

Invoices that are not submitted on a timely basis and after the term of this agreement, shall not be paid.

5. Records and Reports

- A. The Contractor will maintain a list of all citizens assisted with CDBG funds. Each Contractor, as a condition of resident participation, shall supply complete information regarding head of household's name, race, ethnicity, address, age, sex, household size, household income and date(s) of service. This information will be made available to the City upon request. If the Contractor is unable to provide the client's name and address due to the confidential nature of the project, an identifying code number will be substituted for the name and address.
- B. The Contractor will submit quarterly progress reports providing all information requested on Exhibit D. Quarterly reports will be due September 15, January 15, April 15; and July 15 as applicable based on the contract date. Reports shall be submitted to the City project manager as noted in paragraph 25 of the Contract unless directed otherwise in writing.
- C. The Contractor will submit to the City the names and job descriptions for project managers that clearly set out responsibilities for control and compliance.
- D. The Contractor will maintain all applicable project documentation for a period of three (3) years following completion of this project. This documentation will include but not be limited to: eligibility verification information, intake and application files, job site time sheets, schedules, and work performance logs.

Exhibit C
Federal Contract Requirements

1. RECORDS AND AUDITS

The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds, both Federal and nonfederal shares. These records will be made available for audit purposes to the City or any authorized representative and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the City.

2. FINDINGS CONFIDENTIAL

All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

3. COPYRIGHT

No report, maps or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor.

4. COMPLIANCE WITH LOCAL LAWS

The Contractor shall comply with all applicable laws, ordinances and codes of the State of Iowa and the City of Cedar Falls, and the Contractor shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.

5. EQUAL OPPORTUNITY EMPLOYMENT

During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of age, race, creed, sex, sexual orientation, gender identity, religion, color, disability, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to their age, race, creed, sex, sexual orientation, gender identity, religion, color, disability, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.
2. The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, sex, sexual orientation, gender identity, religion, color, disability, or national origin.
3. The Contractor will, cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the City's Department of Community Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the Contractor's noncompliance with the noncompliance clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the provisions of paragraphs 11(1) through 11(7) in every subcontract or purchase

order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the City's Department of Community Development may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City's Department of Community Development, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

8. CIVIL RIGHTS ACTS OF 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

9. SECTION 309 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

10. "SECTION 3" COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

1. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
2. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135 and all applicable rules and orders of the Department issued thereunder prior the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
3. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
4. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

6. INTEREST OF MEMBERS OF A CITY

No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Contractor shall take appropriate steps to assure compliance.

7. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Contractor shall take appropriate steps to assure compliance.

8. INTEREST OF CONTRACTOR AND EMPLOYEES

The Contractor covenants that they presently have no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of their services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

9. AFFIRMATIVE ACTION STEPS

The Contractor agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the Waterloo-Cedar Falls SMA.

- A. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the necessary number of lower income residents through: Local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or U.S. Employment Service.
- C. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. * To insert this Section 3 plan in all bid documents, and to require all bidders on subcontractors to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- E. * To ensure that subcontractors which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.
- F. To formally contact union, subcontractors and trade associations to secure their cooperation for this program.
- G. To ensure that all appropriate project area business concerns are notified of pending subcontractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or Contractor as an Equal Opportunity Officer to coordinate the implementation of the Section 3 plan.
- J. To list all projected work force needs for all phases of this project by occupation, trade, skill level, and number of positions.

**Loans, grants, contracts and subsidies for less than \$10,000 will be exempt.*

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
CERTIFICATION OF CONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY INSTRUCTIONS**

This certification is required pursuant of Executive Order 11246(30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the Equal Opportunity clause; and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the Contractor has not filed a compliance report due under applicable instructions, such Contractor shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY CONTRACTOR

NAME AND ADDRESS OF CONTRACTOR: House of Hope
845 W. 4th St., Waterloo, IA 50702

- 1. Contractor has participated in a previous contract or subcontract subject to the Equal Opportunity clause.
 Yes No
- 2. Compliance reports were required to be filed in connection with such contract or subcontract.
 Yes No N/A
- 3. Contractor has filed all compliance reports due under applicable instructions, including SF-100.
 Yes No N/A
- 4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?
 Yes No

PRINTED NAME: Dusky Steele

TITLE: Development Director

SIGNATURE: 

DATE: November 9, 2022

Exhibit D
Quarterly Report Template

**CITY OF CEDAR FALLS, IOWA
FY 22-23 CDBG SUB-RECIPIENT
QUARTERLY PERFORMANCE REPORT
DIRECT BENEFIT TO LOW INCOME PERSONS**

AGENCY NAME: _____

QUARTER #: _____

NUMBER OF FEMALE-HEADED HOUSEHOLDS: _____

TOTAL NUMBER OF PERSONS BENEFITTING FROM ACTIVITY: _____

TOTAL NUMBER OF HOUSEHOLDS BENEFITTING FROM ACTIVITY: _____

	<u>Households</u>	<u># Hispanic</u>	<u>Persons</u>	<u># Hispanic</u>
White	_____	_____	_____	_____
Black/African American	_____	_____	_____	_____
Asian	_____	_____	_____	_____
American Indian/Alaskan	_____	_____	_____	_____
Hawaiian/Pacific Islander	_____	_____	_____	_____
American Indian/Alaskan & White	_____	_____	_____	_____
Asian & White	_____	_____	_____	_____
Black/African American & White	_____	_____	_____	_____
American Indian/Alaskan & Black/African American	_____	_____	_____	_____
Other Multi-Racial	_____	_____	_____	_____
TOTAL	_____	_____	_____	_____

*This refers to ethnicity rather than race; the number in this column should also be included in the column for total served. A client must identify their race, and then indicate Hispanic or non-Hispanic.

TOTAL NUMBER OF PERSONS SERVED:	<u>Households</u>	<u>Persons</u>
# of Extremely Low Income: (at or below 30% of Area Median Income)		
# of Very Low Income: (between 31 - 50% of Area Median Income)		
# of Low Income: (between 51 - 80% of Area Median Income)		

CDBG Annual Income Limits Effective June 15, 2022								
	1	2	3	4	5	6	7	8
Extremely Low Income	\$17,400	\$19,900	\$22,400	\$24,850	\$26,850	\$28,850	\$30,850	\$32,850
Very Low Income	\$29,050	\$33,200	\$37,350	\$41,450	\$44,800	\$48,100	\$51,400	\$54,750
Low Income	\$46,450	\$53,050	\$59,700	\$66,300	\$71,650	\$76,950	\$82,250	\$87,550

NARRATIVE DESCRIPTION OF QUARTERLY ACTIVITIES USING CDBG FUNDS:



DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls
 220 Clay Street
 Cedar Falls, Iowa 50613
 Phone: 319-273-8600
 Fax: 319-268-5126
 www.cedarfalls.com

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor Robert M. Green and City Council
FROM: Michelle Pezley, Planner III
DATE: November 21, 2022
SUBJECT: Community Development Block Grant Funds (CDBG) Service Agency
 Contract: Northeast Iowa Food Bank

The City of Cedar Falls is committed to obtaining funds every year through federal programs like CDBG, HOME, and Section 8 to help serve the needs of low and moderate income families and individuals living in Cedar Falls. The City may use up to 15% of our CDBG to fund local service agencies.

As listed in the Annual Action Plan for this year, the City designated \$38,970 to Prevent Homelessness through Agency and Organizational Support.

Staff has been working with the service agencies that have responded to the Request for Proposals to complete the contracts. Staff anticipates a total of six contracts. Attached is the contract with the Northeast Iowa Food Bank for \$5,800. The Food Bank proposes the funds to support their staff who distributes food to Cedar Falls residents who are low to moderate income. The positions are the Pantry Services Supervisor, Pantry Services Coordinator, and Pantry Coordinator.

At their September 21, 2022 meeting, the Housing Commission reviewed the recommended allocation of funds to these agencies and recommends approval to the six agencies.

Xc: Stephanie Houk-Sheetz, AICP, Director of Community Development
 Karen Howard, AICP, Planning & Community Services Manager

2/17/2022

CITY OF CEDAR FALLS, IOWA
 GENERAL TERMS AND CONDITIONS
 (PARTIES/SUBJECT OF CONTRACT)

This Agreement is by and between Northeast Iowa Food Bank ("Contractor") and the City of Cedar Falls, Iowa ("City"), and is to be effective on the date last signed by the Contractor or the City below.

1.0. Contractor's Services

1.1. Contractor's services shall consist only of the those services and/or products provided or supplied by Contractor as defined in this Agreement and as listed on Exhibit "A" attached. ("Services" or "Scope of Services")

1.2. Contractor shall not commence or perform any work outside the Scope of Services unless and until authorized in writing by the City. No changes to the Scope of Services shall be valid unless agreed to by both the Contractor and the City in writing. Any work performed or expenses incurred by the Contractor shall be conclusively presumed to be part of the Scope of Services unless a written change order covering such work, and the cost of such work, has been agreed to in advance. If Exhibit "A" includes provisions for contingent services, such services shall not be performed until written authorization is given by the City.

1.3. Contractor shall assign qualified and experienced personnel to perform the Services, and Contractor hereby warrants to the City that Contractor has sufficient experience and financial resources to complete the Services required by this Agreement. Where the Scope of Services identifies particular personnel who shall perform the Services, such personnel shall remain assigned to provide the Services throughout the term of this Agreement, unless otherwise approved in writing by the City. In the event that such particular personnel must be replaced, Contractor agrees to replace such particular personnel with persons of equivalent or better qualifications, as approved by the City.

1.4. Contractor shall perform the Services in a timely manner and in accordance with any schedule set forth in Exhibit "A". The Contractor and the City agree that time is of the essence with respect to Contractor's performance under this Agreement.

1.5. Contractor warrants that its fulfillment of this Agreement will not infringe on or misappropriate the rights of any third party, and that the Contractor has the complete right and full authority to convey ownership of the Services to the City. Contractor shall obtain all required governmental and third-party licenses, approvals and permits for the provision of Services, at Contractor's cost.

1.6. The person signing this Agreement on behalf of the Contractor represents and warrants that the person has full and sufficient authority to execute this Agreement on behalf of the Contractor.

2.0. Compensation

2.1. All bids and prices shall be shown in U.S. Dollars. All prices must remain firm for the duration of this Agreement.

2.2. After inspection (if applicable) and acceptance by the City of Services, City shall pay Contractor in accordance with the payment terms set forth in Exhibit "B". The maximum amount of all payments for Services shall be the amount set forth in Exhibit "B", unless additional Services are agreed upon as set forth in Section 1.2, in which case the maximum amount of all payments shall be adjusted accordingly.

2.3. Following acceptance of Services by the City, payment shall be made to the Contractor within thirty (30) days of receipt of a proper invoice. The invoice shall include, at a minimum. The name and address of the Contractor, the invoice number, the date services were performed or goods were shipped, a general description of the services or

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goods, total amount to be paid, any discounts or credits, and the net amount to be paid. The invoice shall be mailed or emailed to the authorized representative of the City listed below, at the address listed below.

2.4. Expenses shall not be reimbursed to the Contractor unless specifically described in Exhibit "B".

2.5. If services in addition to the Scope of Services are agreed upon as set forth in Section 1.2, Contractor must provide a separate invoice for such additional services before payment will be made.

K2.6. Notwithstanding anything to the contrary in this Agreement, the City may withhold payment to Contractor for faulty Services, or if the City is advised of liens or other claims against any Services, including products.

3.0. Taxes.

3.1. The City is exempt from all federal, State of Iowa, and other states' taxes on the purchase of products and services used by the City within the State of Iowa. The City shall provide tax exemption certification as required.

3.2. Any charges for taxes from which the City is exempt will be deducted from invoices before payment is made.

4.0. Ownership and Use of Documents

4.1. All Services to be provided under this Agreement, and any invention, improvement, discovery, or innovation (whether or not patentable) made, conceived or actually reduced to practice by Contractor in the performance of the Scope of Services in this Agreement will be owned exclusively by the City, including all proprietary and intellectual property rights. To the extent not automatically vested in the City, Contractor hereby assigns to the City all right, title and interest in and to the Services, including, without limitation, copyright, patent and trade secret rights. Upon the City's request, Contractor shall execute any additional documents necessary for the City to perfect such ownership rights.

4.2. Notwithstanding Section 4.1, Contractor retains ownership of its pre-existing and proprietary materials and other intellectual property that may be incorporated into the Services.

4.3. Copies of City furnished data that may be relied upon by Contractor are limited to the printed copies (also known as hard copies) that are delivered to the Contractor. Files in electronic media format of text, data, graphics, or of other formats that are furnished by the City to the Contractor are only for the convenience of the Contractor. Any conclusion or information obtained or derived from such electronic files will be at the Contractor's sole risk.

4.4. During the term of this Agreement and following completion or termination of the Agreement, the Contractor and any authorized Subcontractors shall maintain all accounting records and other documentation generated in providing Services under this Agreement. The City or its designee shall be allowed to have access to such information for the purpose of inspection, audit and copying during normal business hours for a period of five (5) years after the final payment by the City, termination of this Agreement, or resolution of all matters under this Agreement, whichever date is latest. No additional compensation shall be paid to Contractor for such retention or inspection by the City or designee.

5.0. Term and Termination.

5.1. The term of this Agreement shall commence on the effective date and end on June 30, 2022 unless earlier terminated under the terms of this Agreement.

5.2. The City may terminate this Agreement at any time for its convenience by giving written notice to the Contractor of such termination and specifying the effective date of the termination, at least thirty (30) calendar days before the effective date of termination. In that event, all finished or unfinished Services, reports and materials prepared or furnished by the Contractor shall, at the option of the City, become the City's property. If the Agreement is terminated by the City as provided herein, the Contractor shall be paid for all Services which have been authorized, approved and provided up to the effective date of termination. The City will not be subject to any termination fees from the Contractor.

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5.3. Either party may terminate this Agreement upon seven (7) calendar days written notice in the event that the other party fails to substantially perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

6.0. Warranties.

6.1. Contractor represents and warrants that Services shall be performed in a manner consistent with the standard of care of other professional service providers in a similar industry and application.

6.2. Contractor represents and warrants that products delivered as part of the Scope of Services, including each component, shall be free of defects and shall conform to the quality standards of the applicable industry and shall meet in all respects the requirements of the Scope of Services. If any defect or sign of deterioration is identified by the City within one year after delivery which is not due to the acts or omissions of the City, Contractor shall, within 15 days after notification by the City, at Contractor's expense, repair, adjust or replace such items to the complete satisfaction of the City.

6.3. Contractor shall be responsible for the quality, technical accuracy, completeness and coordination of all Services under this Agreement. Contractor shall promptly and without charge, provide all corrective work necessary as a result of Contractor's acts, errors or omissions with respect to the quality and accuracy of Contractor's Services.

6.4. Contractor shall be responsible for any and all damages to property or persons as a result of Contractor's acts, errors or omissions in performing the Services under this Agreement, and for any losses or costs to repair or remedy any Services undertaken by the City as a result of any such acts, errors or omissions.

6.5. Contractor's obligations shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either by the City or by the Contractor. None of the provisions of this Agreement shall be construed as a limitation on the City's right to seek recovery of damages it suffers as a result of Contractor's fault or breach.

7.0. Warranties – Intellectual Property.

7.1. Contractor represents and warrants that the Services produced or provided to the City do not infringe upon any copyright, trademark, trade name, trade dress patent, statutory, common law or any other right of any person or entity.

7.2. Contractor represents and warrants that the Services, and the City's use of the same, and the exercise by the City of the rights granted by this Agreement, shall not infringe upon any other work or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person or entity.

7.3. Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the Services contemplated by this Agreement.

8.0. Disputes.

8.1. Should any dispute arise with respect to this Agreement, the parties agree to act immediately to resolve such dispute. Time is of the essence in the resolution of disputes.

8.2. Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Agreement that are not affected by the dispute and the City shall continue to make payment for all Services that are performed in conformance with this Agreement. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed Services, without delay, any additional costs incurred by the City or the Contractor as a result of such failure to proceed shall be borne by the Contractor.

8.3. Should any dispute between the parties remain unresolved, the parties mutually agree to engage in mediation prior to the filing of suit by either party. The cost of mediation shall be divided equally between the parties

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except that each party shall be responsible for that party's own expenses and attorney fees associated with mediation. The City shall not engage in arbitration of any dispute.

9.0. Indemnification and Hold Harmless.

9.1. To the fullest extent permitted by law, Contractor (for purposes of this Section 9.0, includes employees, subcontractors, agents and others working on behalf of Contractor under this Agreement) agrees to defend (for all non-professional claims), indemnify, and hold harmless the City (for purposes of this Section 9.0 includes elected and appointed officials, employees, and agents working on behalf of the City) 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, including, but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property damage, 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 under this Agreement, to the extent caused by or arising out of the errors, omissions, negligent or intentional acts of the Contractor.

9.2. Contractor's duty of indemnification and to hold harmless includes, but is not limited to, Contractor's breach or alleged breach of the warranties found in Sections 6.0 and 7.0 above, and shall survive the termination of this Agreement. Such duty also includes damage, loss or injury to the City or City property.

9.3. Contractor expressly assumes full responsibility for loss, expense, damages or injuries which may result to the Contractor by reason of or in connection with the work and/or services provided by Contractor under this Agreement to the extent caused by or arising out of the errors, omissions, negligent or intentional acts of the Contractor.

9.4. It is specifically agreed between the parties that this Agreement is not intended to create in the public or any member of the public third party beneficiary status or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage.

10.0. Insurance.

Contractor shall at all times during the performance of this Agreement maintain insurance as set forth in Exhibit unless this insurance requirement is waived by the City in this Section.

Insurance requirement waived: Risk Management Committee approval 11/3/22 (Signature and title of authorized City employee or officer)

Steffert, Director of Community Development

The City may at any time during the term of this Agreement require proof of such insurance.

11.0. Compliance with Laws and Regulations.

11.1. Contractor certifies that in performing this Agreement it will comply with all applicable provisions of federal, state and local laws, ordinances, rules, licenses and regulations and shall make reasonable efforts to ensure that its employees, agents, subcontractors and others working on behalf of the Contractor under this Agreement do the same.

11.2. Contractor is responsible for determining which products are considered to be hazardous chemicals under applicable standards and to provide the most current Safety Data Sheet ("SDS") with the initial shipment of such chemicals. Failure by Contractor to do so may be considered by the City to be delivery of a defective product and its delivery may be refused. It is also the Contractor's responsibility to provide to the City any updated or revised SDS as it becomes available for any such hazardous chemicals sold and delivered to the City.

12.0. Independent Contractor.

Both parties shall act in their individual capacities in the performance of this Agreement and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other for any purpose whatsoever.

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13.0. Non-Collusion.

13.1. Neither the Contractor, nor anyone acting on behalf of Contractor, has employed any person to solicit or procure this Agreement, nor will the Contractor make any payment or agreement for payment of any compensation in connection with the solicitation or procurement of this Agreement.

13.2. Contractor agrees that there is no agreement, arrangement or understanding expressed or implied, contemplating any division of compensation for Services provided under this Agreement, or in the participation in such Services, directly or indirectly, by any person or entity, except as provided in this Agreement.

13.3. Neither the Contractor, nor anyone acting on behalf of Contractor, has either directly or indirectly entered into any agreement, arrangement or understanding to collude or otherwise take any action in restraint of free competitive procurement in connection with this Agreement.

14.0. Nondiscrimination and Equal Opportunity.

14.1. Contractor will not discriminate against any employee or applicant for employment because of race, sex, color, creed, national origin, marital or familial status, religion, age, disability, sexual orientation, gender identity, genetic information or veteran status, or any other classification protected by federal, state, or local law, except where age or sex is an essential bona fide occupational requirement, or where disability is a bona fide occupational disqualification.

14.2. Contractor shall inform all subcontractors and agents performing under this Agreement of this nondiscrimination and equal opportunity requirement and shall take reasonable steps to ensure their compliance with the same.

15.0. No Conflict of Interest.

Contractor represents, warrants and covenants that no relationship exists or will exist during the term of this Agreement that is a conflict of interest under Iowa law. No employee, officer or agent of the Contractor shall participate in the procurement or performance of this Agreement if a conflict of interest exists as to such person. Should a conflict of interest arise during the term of this Agreement for Contractor or any employee, officer or agent of Contractor, Contractor shall immediately notify the City, in which case this Agreement may be terminated and any excess costs incurred by the City due to such termination shall be paid by Contractor or deducted from any sums yet due to Contractor.

16.0. Force Majeure.

16.1. Force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act as such; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind specifically named or referred to in this Agreement which is not within the reasonable control of the party affected. A delay in or failure of performance by either party shall not constitute a default in performance nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure.

16.2. The party who is prevented from performing by force majeure shall be obligated, within a period not to exceed fourteen (14) calendar days after the occurrence or detection of any such event, to provide notice to the other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and shall remedy such cause as soon as reasonably possible, as mutually agreed between the parties.

16.3. If a remedy to an event of force majeure cannot be agreed upon within a reasonable amount of time, this Agreement may be terminated by either party.

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17.0. Assignment.

No rights under this Agreement may be assigned or transferred by Contractor without the prior written consent of the City. The benefits of this Agreement may inure to Contractor's assigns, transferees, or successors in interest if approved by the City in writing in advance, and if such assignee, transferees or successors agree in writing to be bound by the terms of this Agreement.

18.0. Governing Law.

18.1. This Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Iowa, regardless of choice of law principles.

18.2. Venue for any dispute under this Agreement shall be the District Court in and for Black Hawk County, Iowa.

19.0. Discrepancy.

In the event that there are any discrepancies or differences between any terms or conditions of the Contractor's bid or quote and this Agreement, this Agreement shall prevail, even if the Contractor's bid or quote is incorporated into this Agreement.

20.0 Public Record.

20.1. This Agreement as well as Contractor's bid or quote and all documents submitted with any such bid or quote shall become public documents subject to Iowa Code Chapter 22, the Iowa Open Records Law. By submitting the bid or quote or any document to the City in connection with such bid or quote, the submitting party recognizes this and waives any claim against the City, its elected and appointed officers, and its employees, and agents working on behalf of the City, relating to the release of any bid or document submitted.

20.2. Each submitting party shall hold the City and its elected and appointed officers, and its employees, and agents working on behalf of the City, harmless from any claims arising from the release of any document or information made available to the City related to or arising from the bidding or quoting process.

20.3. Notwithstanding Sections 20.1 and 20.2, protection from disclosure may apply to those elements of any submittal that may be a trade secret, or confidential or proprietary information. Should the submitting party wish to designate submittals as such, they must be clearly and prominently marked. The City shall make no determination as to whether or not such documents are protected from disclosure under Iowa Code Chapter 22. Rather, the City shall endeavor to notify the submitter of any request for such information and the submitter shall be solely responsible for asserting exemption from disclosure by obtaining a court order. As long as the City makes a good faith effort to notify the submitter of a request for such information, the City and the City's elected and appointed officers, the City's employees, and agents working on behalf of the City, shall not be liable for any damages resulting from such disclosure, whether such disclosure is deemed required by law, by an order of court or administrative agency, or occurs through inadvertence, mistake, or negligence.

21.0. Debarment.

21.1. Contractor hereby certifies, pursuant to 48 CFR Part 9, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal agency.

21.2. Contractor further certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the City or with the State of Iowa.

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22.0 Confidentiality of Shared Information.

No information shared between Contractor and the City in the performance of this Agreement shall be deemed confidential unless clearly designated as such in writing by the party seeking confidentiality at the time of sharing. If designated as confidential the parties agree to maintain the confidentiality of such information except as necessary for performance under this Agreement, unless or until written authorization for disclosure is given by the designating party, or as required by law, or by an order of a court or administrative agency. In the event of a dispute over the confidentiality of shared information, the parties agree to maintain the confidentiality of the designated information until the issue of confidentiality is resolved. The duty to maintain the confidentiality of such information shall survive the termination of this Agreement.

23.0. Entire Agreement.

23.1. This Agreement, and Exhibits, which are incorporated into this Agreement by this reference, contains the entire agreement and understanding by and between the parties with respect to the subject matter, and no representations, promises, agreements, or understandings, written or verbal, not contained in this Agreement, shall be of any force or effect.

23.2. No change, modification or waiver of this Agreement shall be valid or binding unless the same is in writing and signed by the party against whom such change, modification or waiver is sought to be enforced.

24.0. Additional Terms.

24.1 On-site monitoring visits may be conducted by the City at City's discretion to verify Agreement compliance.

24.2 The City will review Contractor files to determine if adequate information is being maintained to be in compliance with Exhibit B of this Agreement. The City will provide the Contractor with a monitoring report outlining any deficiencies in record keeping procedures and any corrective action to be implemented after any on-site monitoring visit.

24.3 See Exhibit C – Federal Contract Requirements

24.4 See Exhibit D – Quarterly Report Template

25.0. Notices.

Any notice required to be given under this Agreement and any authorization required to be provided shall be given or provided to:

City:
Name: Michelle Pezley
Title: Planner III
Address: 220 Clay St
Cedar Falls Iowa 50613
Telephone: (319) 268-5194
Email: michelle.pezley@cedarfalls.com

Contractor:
Name: Burton Prather
Title: Executive Director
Address: Northwest Iowa Food Bank
Box 2397 Waterloo IA
50704
Telephone: 319 235 0507
Email: bprather@nifb.org

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In Witness Whereof, the City and the Contractor have caused this Agreement to be executed as of the last date listed below.

CONTRACTOR

(Name of Contractor) Northeast Iowa Food Bank

By: Burhara Plutner

Its: Executive Director

Date: 12-10-22

CITY OF CEDAR FALLS, IOWA

By: _____

Robert M. Green, Mayor

Attest: _____

Jacqueline Danielsen, MMC, City Clerk

Date: _____

Exhibit A
Services

1. Scope of Services

The Northeast Iowa Food Bank will be using CDBG grant funds to support the Cedar Valley Food Pantry and the three employees positions as listed below:

Pantry Services Coordinator – Mevlina Rizvanovic
Pantry Services Supervisor – Pete Pazour
Pantry Coordinator – Leo White

2. Schedule for Performance of Contract

The Contractor will submit quarterly progress reports providing all information requested on Exhibit D. Quarterly reports will be due January 15, April 15; and July 15 as applicable based on the contract date.

Exhibit B
Budget & Payment for Services

1. Budget

The project budget is detailed as follows:

Northeast Iowa Food Bank
Cedar Valley Food Pantry Budget FY2023



	BUDGET FY2023	CDBG Cedar Falls
Income		
Contributions	\$ 590,000	\$ -
Foundations & Grants	\$ 150,000	\$ -
United Way	\$ 100,000	\$ -
Government	\$ 100,000	\$ 5,800
Interest Income	\$ 25,000	\$ -
Program Total	\$ 965,000	\$ 5,800

	BUDGET FY2023	
Expenses		
Payroll	\$ 532,000	\$ 5,800
Financial Fees	\$ 47,000	\$ -
Transportation	\$ 55,000	\$ -
Building Maint	\$ 56,000	\$ -
Equipment & Maint	\$ 8,000	\$ -
Depreciation	\$ 165,000	\$ -
Utilities	\$ 30,600	\$ -
Marketing/Development	\$ 10,000	\$ -
Supplies	\$ 25,000	\$ -
Program Expenses	\$ 20,000	\$ -
Goods Purchased -Programs	\$ 300,000	\$ -
Program Total	\$ 1,248,600	\$ 5,800

*Note: deficit in funding will result in using reserves

2. Agreement Sum

The Contractor shall be compensated for the scope of its services under this contract according to the annual appropriation by the City not to exceed \$5,800 of CDBG funds.

3. Method of Payment

The method of payment shall be on a quarterly reimbursable basis. Each quarterly request by the Contractor for reimbursement shall be supported by a completed "Direct Benefit Activity" form herein attached as Exhibit D, bills, invoices, and/or other appropriate documentation. The Contractor shall submit requests for payment and maintain adequate source documentation in accordance with the applicable provisions as specified in this Agreement.

4. Invoice Timing

Invoices that are not submitted on a timely basis and after the term of this agreement, shall not be paid.

5. Records and Reports

- A. The Contractor will maintain a list of all citizens assisted with CDBG funds. Each Contractor, as a condition of resident participation, shall supply complete information regarding head of household's name, race, ethnicity, address, age, sex, household size, household income and date(s) of service. This information will be made available to the City upon request. If the Contractor is unable to provide the client's name and address due to the confidential nature of the project, an identifying code number will be substituted for the name and address.
- B. The Contractor will submit quarterly progress reports providing all information requested on Exhibit D. Quarterly reports will be due September 15, January 15, April 15; and July 15 as applicable based on the

contract date. Reports shall be submitted to the City project manager as noted in paragraph 25 of the Contract unless directed otherwise in writing.

- C. The Contractor will submit to the City the names and job descriptions for project managers that clearly set out responsibilities for control and compliance.
- D. The Contractor will maintain all applicable project documentation for a period of three (3) years following completion of this project. This documentation will include but not be limited to: eligibility verification information, intake and application files, job site time sheets, schedules, and work performance logs.

Exhibit C
Federal Contract Requirements

1. RECORDS AND AUDITS

The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds, both Federal and nonfederal shares. These records will be made available for audit purposes to the City or any authorized representative and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the City.

2. FINDINGS CONFIDENTIAL

All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

3. COPYRIGHT

No report, maps or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor.

4. COMPLIANCE WITH LOCAL LAWS

The Contractor shall comply with all applicable laws, ordinances and codes of the State of Iowa and the City of Cedar Falls, and the Contractor shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.

5. EQUAL OPPORTUNITY EMPLOYMENT

During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of age, race, creed, sex, sexual orientation, gender identity, religion, color, disability, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to their age, race, creed, sex, sexual orientation, gender identity, religion, color, disability, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.
2. The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, sex, sexual orientation, gender identity, religion, color, disability, or national origin.
3. The Contractor will, cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the City's Department of Community Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the Contractor's noncompliance with the noncompliance clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the provisions of paragraphs 11(1) through 11(7) in every subcontract or purchase

order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the City's Department of Community Development may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City's Department of Community Development, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

8. CIVIL RIGHTS ACTS OF 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

9. SECTION 309 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

10. "SECTION 3" COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

1. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
2. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135 and all applicable rules and orders of the Department issued thereunder prior the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
3. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
4. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

6. INTEREST OF MEMBERS OF A CITY

No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Contractor shall take appropriate steps to assure compliance.

7. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Contractor shall take appropriate steps to assure compliance.

8. INTEREST OF CONTRACTOR AND EMPLOYEES

The Contractor covenants that they presently have no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of their services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

9. AFFIRMATIVE ACTION STEPS

The Contractor agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the Waterloo-Cedar Falls SMA.

- A. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the necessary number of lower income residents through: Local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or U.S. Employment Service.
- C. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. * To insert this Section 3 plan in all bid documents, and to require all bidders on subcontractors to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- E. * To ensure that subcontractors which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.
- F. To formally contact union, subcontractors and trade associations to secure their cooperation for this program.
- G. To ensure that all appropriate project area business concerns are notified of pending subcontractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or Contractor as an Equal Opportunity Officer to coordinate the implementation of the Section 3 plan.
- J. To list all projected work force needs for all phases of this project by occupation, trade, skill level, and number of positions.

**Loans, grants, contracts and subsidies for less than \$10,000 will be exempt.*

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
CERTIFICATION OF CONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY INSTRUCTIONS**

This certification is required pursuant of Executive Order 11246(30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the Equal Opportunity clause; and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the Contractor has not filed a compliance report due under applicable instructions, such Contractor shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY CONTRACTOR

NAME AND ADDRESS OF CONTRACTOR: Northeast Iowa Food Bank
Box 2347 Waterloo IA 50704

- 1. Contractor has participated in a previous contract or subcontract subject to the Equal Opportunity clause.
 Yes No
- 2. Compliance reports were required to be filed in connection with such contract or subcontract.
 Yes No
- 3. Contractor has filed all compliance reports due under applicable instructions, including SF-100.
 Yes No
- 4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?
 Yes No

PRINTED NAME: Barbara P Prather
TITLE: Executive Director

SIGNATURE: Barbara P Prather

DATE: 11-10-22

**CITY OF CEDAR FALLS, IOWA
 FY 22-23 CDBG SUB-RECIPIENT
 QUARTERLY PERFORMANCE REPORT
 DIRECT BENEFIT TO LOW INCOME PERSONS**

AGENCY NAME: _____

QUARTER #: _____

NUMBER OF FEMALE-HEADED HOUSEHOLDS: _____

TOTAL NUMBER OF PERSONS BENEFITTING FROM ACTIVITY: _____

TOTAL NUMBER OF HOUSEHOLDS BENEFITTING FROM ACTIVITY: _____

	<u>Households</u>	<u># Hispanic</u>	<u>Persons</u>	<u># Hispanic</u>
White	_____	_____	_____	_____
Black/African American	_____	_____	_____	_____
Asian	_____	_____	_____	_____
American Indian/Alaskan	_____	_____	_____	_____
Hawaiian/Pacific Islander	_____	_____	_____	_____
American Indian/Alaskan & White	_____	_____	_____	_____
Asian & White	_____	_____	_____	_____
Black/African American & White	_____	_____	_____	_____
American Indian/Alaskan & Black/African American	_____	_____	_____	_____
Other Multi-Racial	_____	_____	_____	_____
TOTAL	_____	_____	_____	_____

*This refers to ethnicity rather than race; the number in this column should also be included in the column for total served. A client must identify their race, and then indicate Hispanic or non-Hispanic.

TOTAL NUMBER OF PERSONS SERVED:	<u>Households</u>	<u>Persons</u>
# of Extremely Low Income: (at or below 30% of Area Median Income)		
# of Very Low Income: (between 31 - 50% of Area Median Income)		
# of Low Income: (between 51 - 80% of Area Median Income)		

CDBG Annual Income Limits Effective June 15, 2022								
	1	2	3	4	5	6	7	8
Extremely Low Income	\$17,400	\$19,900	\$22,400	\$24,850	\$26,850	\$28,850	\$30,850	\$32,850
Very Low Income	\$29,050	\$33,200	\$37,350	\$41,450	\$44,800	\$48,100	\$51,400	\$54,750
Low Income	\$46,450	\$53,050	\$59,700	\$66,300	\$71,650	\$76,950	\$82,250	\$87,550

NARRATIVE DESCRIPTION OF QUARTERLY ACTIVITIES USING CDBG FUNDS:

LINE ITEM EXPENSES FOR REIMBURSEMENT:

AGENCY: _____

ADDRESS: _____

SUBMITTED BY: _____

TITLE: _____

DATE: _____

TELEPHONE: _____

AMOUNT REQUESTING: _____

QUARTER NO: _____



DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls
 220 Clay Street
 Cedar Falls, Iowa 50613
 Phone: 319-273-8600
 Fax: 319-268-5126
 www.cedarfalls.com

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor Robert M. Green and City Council
FROM: Michelle Pezley, Planner III
DATE: November 21, 2022
SUBJECT: Community Development Block Grant Funds (CDBG) Service Agency Contract: Pathways.

The City of Cedar Falls is committed to obtaining funds every year through federal programs like CDBG, HOME, and Section 8 to help serve the needs of low and moderate income families and individuals living in Cedar Falls. The City may use up to 15% of our CDBG to fund local service agencies.

As listed in the Annual Action Plan for this year, the City designated \$38,970 to Prevent Homelessness through Agency and Organizational Support.

Staff has been working with the service agencies that have responded to the Request for Proposals to complete the contracts. Attached is the contract with the Pathways for \$5,800. Pathways proposes to use the funds to support their substance abuse treatment for low to moderate income residents of Cedar Falls by contributing toward the Residential Counselor Technician and Residential Substance Abuse Counselor positions.

At their September 21, 2022 meeting, the Housing Commission reviewed the recommended allocation of funds to these agencies and recommends approval.

Xc: Stephanie Houk-Sheetz, AICP, Director of Community Development
 Karen Howard, AICP, Planning & Community Services Manager

CITY OF CEDAR FALLS, IOWA
GENERAL TERMS AND CONDITIONS
(PARTIES/SUBJECT OF CONTRACT)

This Agreement is by and between Pathways Behavioral Services Inc ("Contractor") and the City of Cedar Falls, Iowa ("City"), and is to be effective on the date last signed by the Contractor or the City below.

1.0. Contractor's Services

1.1. Contractor's services shall consist only of the those services and/or products provided or supplied by Contractor as defined in this Agreement and as listed on Exhibit "A" attached. ("Services" or "Scope of Services")

1.2. Contractor shall not commence or perform any work outside the Scope of Services unless and until authorized in writing by the City. No changes to the Scope of Services shall be valid unless agreed to by both the Contractor and the City in writing. Any work performed or expenses incurred by the Contractor shall be conclusively presumed to be part of the Scope of Services unless a written change order covering such work, and the cost of such work, has been agreed to in advance. If Exhibit "A" includes provisions for contingent services, such services shall not be performed until written authorization is given by the City.

1.3. Contractor shall assign qualified and experienced personnel to perform the Services, and Contractor hereby warrants to the City that Contractor has sufficient experience and financial resources to complete the Services required by this Agreement. Where the Scope of Services identifies particular personnel who shall perform the Services, such personnel shall remain assigned to provide the Services throughout the term of this Agreement, unless otherwise approved in writing by the City. In the event that such particular personnel must be replaced, Contractor agrees to replace such particular personnel with persons of equivalent or better qualifications, as approved by the City.

1.4. Contractor shall perform the Services in a timely manner and in accordance with any schedule set forth in Exhibit "A". The Contractor and the City agree that time is of the essence with respect to Contractor's performance under this Agreement.

1.5. Contractor warrants that its fulfillment of this Agreement will not infringe on or misappropriate the rights of any third party, and that the Contractor has the complete right and full authority to convey ownership of the Services to the City. Contractor shall obtain all required governmental and third-party licenses, approvals and permits for the provision of Services, at Contractor's cost.

1.6. The person signing this Agreement on behalf of the Contractor represents and warrants that the person has full and sufficient authority to execute this Agreement on behalf of the Contractor.

2.0. Compensation

2.1. All bids and prices shall be shown in U.S. Dollars. All prices must remain firm for the duration of this Agreement.

2.2. After inspection (if applicable) and acceptance by the City of Services, City shall pay Contractor in accordance with the payment terms set forth in Exhibit "B". The maximum amount of all payments for Services shall be the amount set forth in Exhibit "B", unless additional Services are agreed upon as set forth in Section 1.2, in which case the maximum amount of all payments shall be adjusted accordingly.

2.3. Following acceptance of Services by the City, payment shall be made to the Contractor within thirty (30) days of receipt of a proper invoice. The invoice shall include, at a minimum. The name and address of the Contractor, the invoice number, the date services were performed or goods were shipped, a general description of the services or

goods, total amount to be paid, any discounts or credits, and the net amount to be paid. The invoice shall be mailed or emailed to the authorized representative of the City listed below, at the address listed below.

2.4. Expenses shall not be reimbursed to the Contractor unless specifically described in Exhibit "B".

2.5. If services in addition to the Scope of Services are agreed upon as set forth in Section 1.2, Contractor must provide a separate invoice for such additional services before payment will be made.

K2.6. Notwithstanding anything to the contrary in this Agreement, the City may withhold payment to Contractor for faulty Services, or if the City is advised of liens or other claims against any Services, including products.

3.0. Taxes.

3.1. The City is exempt from all federal, State of Iowa, and other states' taxes on the purchase of products and services used by the City within the State of Iowa. The City shall provide tax exemption certification as required.

3.2. Any charges for taxes from which the City is exempt will be deducted from invoices before payment is made.

4.0. Ownership and Use of Documents

4.1. All Services to be provided under this Agreement, and any invention, improvement, discovery, or innovation (whether or not patentable) made, conceived or actually reduced to practice by Contractor in the performance of the Scope of Services in this Agreement will be owned exclusively by the City, including all proprietary and intellectual property rights. To the extent not automatically vested in the City, Contractor hereby assigns to the City all right, title and interest in and to the Services, including, without limitation, copyright, patent and trade secret rights. Upon the City's request, Contractor shall execute any additional documents necessary for the City to perfect such ownership rights.

4.2. Notwithstanding Section 4.1, Contractor retains ownership of its pre-existing and proprietary materials and other intellectual property that may be incorporated into the Services.

4.3. Copies of City furnished data that may be relied upon by Contractor are limited to the printed copies (also known as hard copies) that are delivered to the Contractor. Files in electronic media format of text, data, graphics, or of other formats that are furnished by the City to the Contractor are only for the convenience of the Contractor. Any conclusion or information obtained or derived from such electronic files will be at the Contractor's sole risk.

4.4. During the term of this Agreement and following completion or termination of the Agreement, the Contractor and any authorized Subcontractors shall maintain all accounting records and other documentation generated in providing Services under this Agreement. The City or its designee shall be allowed to have access to such information for the purpose of inspection, audit and copying during normal business hours for a period of five (5) years after the final payment by the City, termination of this Agreement, or resolution of all matters under this Agreement, whichever date is latest. No additional compensation shall be paid to Contractor for such retention or inspection by the City or designee.

5.0. Term and Termination.

5.1. The term of this Agreement shall commence on the effective date and end on June 30, 2022 unless earlier terminated under the terms of this Agreement.

5.2. The City may terminate this Agreement at any time for its convenience by giving written notice to the Contractor of such termination and specifying the effective date of the termination, at least thirty (30) calendar days before the effective date of termination. In that event, all finished or unfinished Services, reports and materials prepared or furnished by the Contractor shall, at the option of the City, become the City's property. If the Agreement is terminated by the City as provided herein, the Contractor shall be paid for all Services which have been authorized, approved and provided up to the effective date of termination. The City will not be subject to any termination fees from the Contractor.

5.3. Either party may terminate this Agreement upon seven (7) calendar days written notice in the event that the other party fails to substantially perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

6.0. Warranties.

6.1. Contractor represents and warrants that Services shall be performed in a manner consistent with the standard of care of other professional service providers in a similar industry and application.

6.2. Contractor represents and warrants that products delivered as part of the Scope of Services, including each component, shall be free of defects and shall conform to the quality standards of the applicable industry and shall meet in all respects the requirements of the Scope of Services. If any defect or sign of deterioration is identified by the City within one year after delivery which is not due to the acts or omissions of the City, Contractor shall, within 15 days after notification by the City, at Contractor's expense, repair, adjust or replace such items to the complete satisfaction of the City.

6.3. Contractor shall be responsible for the quality, technical accuracy, completeness and coordination of all Services under this Agreement. Contractor shall promptly and without charge, provide all corrective work necessary as a result of Contractor's acts, errors or omissions with respect to the quality and accuracy of Contractor's Services.

6.4. Contractor shall be responsible for any and all damages to property or persons as a result of Contractor's acts, errors or omissions in performing the Services under this Agreement, and for any losses or costs to repair or remedy any Services undertaken by the City as a result of any such acts, errors or omissions.

6.5. Contractor's obligations shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either by the City or by the Contractor. None of the provisions of this Agreement shall be construed as a limitation on the City's right to seek recovery of damages it suffers as a result of Contractor's fault or breach.

7.0. Warranties – Intellectual Property.

7.1. Contractor represents and warrants that the Services produced or provided to the City do not infringe upon any copyright, trademark, trade name, trade dress patent, statutory, common law or any other right of any person or entity.

7.2. Contractor represents and warrants that the Services, and the City's use of the same, and the exercise by the City of the rights granted by this Agreement, shall not infringe upon any other work or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person or entity.

7.3. Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the Services contemplated by this Agreement.

8.0. Disputes.

8.1. Should any dispute arise with respect to this Agreement, the parties agree to act immediately to resolve such dispute. Time is of the essence in the resolution of disputes.

8.2. Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Agreement that are not affected by the dispute and the City shall continue to make payment for all Services that are performed in conformance with this Agreement. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed Services, without delay, any additional costs incurred by the City or the Contractor as a result of such failure to proceed shall be borne by the Contractor.

8.3. Should any dispute between the parties remain unresolved, the parties mutually agree to engage in mediation prior to the filing of suit by either party. The cost of mediation shall be divided equally between the parties

except that each party shall be responsible for that party's own expenses and attorney fees associated with mediation. The City shall not engage in arbitration of any dispute.

9.0. Indemnification and Hold Harmless.

9.1. To the fullest extent permitted by law, Contractor (for purposes of this Section 9.0, includes employees, subcontractors, agents and others working on behalf of Contractor under this Agreement) agrees to defend (for all non-professional claims), indemnify, and hold harmless the City (for purposes of this Section 9.0 includes elected and appointed officials, employees, and agents working on behalf of the City) 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, including, but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property damage, 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 under this Agreement, to the extent caused by or arising out of the errors, omissions, negligent or intentional acts of the Contractor.

9.2. Contractor's duty of indemnification and to hold harmless includes, but is not limited to, Contractor's breach or alleged breach of the warranties found in Sections 6.0 and 7.0 above, and shall survive the termination of this Agreement. Such duty also includes damage, loss or injury to the City or City property.

9.3. Contractor expressly assumes full responsibility for loss, expense, damages or injuries which may result to the Contractor by reason of or in connection with the work and/or services provided by Contractor under this Agreement to the extent caused by or arising out of the errors, omissions, negligent or intentional acts of the Contractor.

9.4. It is specifically agreed between the parties that this Agreement is not intended to create in the public or any member of the public third party beneficiary status or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage.

10.0. Insurance.

Contractor shall at all times during the performance of this Agreement maintain insurance as set forth in Exhibit unless this insurance requirement is waived by the City in this Section.

Insurance requirement waived: Risk Management Committee approval 11/3/22 (Signature and title of authorized City employee or officer)

St. Hue H., Director of Community Development

The City may at any time during the term of this Agreement require proof of such insurance.

11.0. Compliance with Laws and Regulations.

11.1. Contractor certifies that in performing this Agreement it will comply with all applicable provisions of federal, state and local laws, ordinances, rules, licenses and regulations and shall make reasonable efforts to ensure that its employees, agents, subcontractors and others working on behalf of the Contractor under this Agreement do the same.

11.2. Contractor is responsible for determining which products are considered to be hazardous chemicals under applicable standards and to provide the most current Safety Data Sheet ("SDS") with the initial shipment of such chemicals. Failure by Contractor to do so may be considered by the City to be delivery of a defective product and its delivery may be refused. It is also the Contractor's responsibility to provide to the City any updated or revised SDS as it becomes available for any such hazardous chemicals sold and delivered to the City.

12.0. Independent Contractor.

Both parties shall act in their individual capacities in the performance of this Agreement and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other for any purpose whatsoever.

13.0. Non-Collusion.

13.1. Neither the Contractor, nor anyone acting on behalf of Contractor, has employed any person to solicit or procure this Agreement, nor will the Contractor make any payment or agreement for payment of any compensation in connection with the solicitation or procurement of this Agreement.

13.2. Contractor agrees that there is no agreement, arrangement or understanding expressed or implied, contemplating any division of compensation for Services provided under this Agreement, or in the participation in such Services, directly or indirectly, by any person or entity, except as provided in this Agreement.

13.3. Neither the Contractor, nor anyone acting on behalf of Contractor, has either directly or indirectly entered into any agreement, arrangement or understanding to collude or otherwise take any action in restraint of free competitive procurement in connection with this Agreement.

14.0. Nondiscrimination and Equal Opportunity.

14.1. Contractor will not discriminate against any employee or applicant for employment because of race, sex, color, creed, national origin, marital or familial status, religion, age, disability, sexual orientation, gender identity, genetic information or veteran status, or any other classification protected by federal, state, or local law, except where age or sex is an essential bona fide occupational requirement, or where disability is a bona fide occupational disqualification.

14.2. Contractor shall inform all subcontractors and agents performing under this Agreement of this nondiscrimination and equal opportunity requirement and shall take reasonable steps to ensure their compliance with the same.

15.0. No Conflict of Interest.

Contractor represents, warrants and covenants that no relationship exists or will exist during the term of this Agreement that is a conflict of interest under Iowa law. No employee, officer or agent of the Contractor shall participate in the procurement or performance of this Agreement if a conflict of interest exists as to such person. Should a conflict of interest arise during the term of this Agreement for Contractor or any employee, officer or agent of Contractor, Contractor shall immediately notify the City, in which case this Agreement may be terminated and any excess costs incurred by the City due to such termination shall be paid by Contractor or deducted from any sums yet due to Contractor.

16.0. Force Majeure.

16.1. Force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act as such; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind specifically named or referred to in this Agreement which is not within the reasonable control of the party affected. A delay in or failure of performance by either party shall not constitute a default in performance nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure.

16.2. The party who is prevented from performing by force majeure shall be obligated, within a period not to exceed fourteen (14) calendar days after the occurrence or detection of any such event, to provide notice to the other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and shall remedy such cause as soon as reasonably possible, as mutually agreed between the parties.

16.3. If a remedy to an event of force majeure cannot be agreed upon within a reasonable amount of time, this Agreement may be terminated by either party.

17.0. Assignment.

No rights under this Agreement may be assigned or transferred by Contractor without the prior written consent of the City. The benefits of this Agreement may inure to Contractor's assigns, transferees, or successors in interest if approved by the City in writing in advance, and if such assignee, transferees or successors agree in writing to be bound by the terms of this Agreement.

18.0. Governing Law.

18.1. This Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Iowa, regardless of choice of law principles.

18.2. Venue for any dispute under this Agreement shall be the District Court in and for Black Hawk County, Iowa.

19.0. Discrepancy.

In the event that there are any discrepancies or differences between any terms or conditions of the Contractor's bid or quote and this Agreement, this Agreement shall prevail, even if the Contractor's bid or quote is incorporated into this Agreement.

20.0 Public Record.

20.1. This Agreement as well as Contractor's bid or quote and all documents submitted with any such bid or quote shall become public documents subject to Iowa Code Chapter 22, the Iowa Open Records Law. By submitting the bid or quote or any document to the City in connection with such bid or quote, the submitting party recognizes this and waives any claim against the City, its elected and appointed officers, and its employees, and agents working on behalf of the City, relating to the release of any bid or document submitted.

20.2. Each submitting party shall hold the City and its elected and appointed officers, and its employees, and agents working on behalf of the City, harmless from any claims arising from the release of any document or information made available to the City related to or arising from the bidding or quoting process.

20.3. Notwithstanding Sections 20.1 and 20.2, protection from disclosure may apply to those elements of any submittal that may be a trade secret, or confidential or proprietary information. Should the submitting party wish to designate submittals as such, they must be clearly and prominently marked. The City shall make no determination as to whether or not such documents are protected from disclosure under Iowa Code Chapter 22. Rather, the City shall endeavor to notify the submitter of any request for such information and the submitter shall be solely responsible for asserting exemption from disclosure by obtaining a court order. As long as the City makes a good faith effort to notify the submitter of a request for such information, the City and the City's elected and appointed officers, the City's employees, and agents working on behalf of the City, shall not be liable for any damages resulting from such disclosure, whether such disclosure is deemed required by law, by an order of court or administrative agency, or occurs through inadvertence, mistake, or negligence.

21.0. Debarment.

21.1. Contractor hereby certifies, pursuant to 48 CFR Part 9, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal agency.

21.2. Contractor further certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the City or with the State of Iowa.

22.0 Confidentiality of Shared Information.

No information shared between Contractor and the City in the performance of this Agreement shall be deemed confidential unless clearly designated as such in writing by the party seeking confidentiality at the time of sharing. If designated as confidential the parties agree to maintain the confidentiality of such information except as necessary for performance under this Agreement, unless or until written authorization for disclosure is given by the designating party, or as required by law, or by an order of a court or administrative agency. In the event of a dispute over the confidentiality of shared information, the parties agree to maintain the confidentiality of the designated information until the issue of confidentiality is resolved. The duty to maintain the confidentiality of such information shall survive the termination of this Agreement.

23.0. Entire Agreement.

23.1. This Agreement, and Exhibits, which are incorporated into this Agreement by this reference, contains the entire agreement and understanding by and between the parties with respect to the subject matter, and no representations, promises, agreements, or understandings, written or verbal, not contained in this Agreement, shall be of any force or effect.

23.2. No change, modification or waiver of this Agreement shall be valid or binding unless the same is in writing and signed by the party against whom such change, modification or waiver is sought to be enforced.

24.0. Additional Terms.

24.1 On-site monitoring visits may be conducted by the City at City's discretion to verify Agreement compliance.

24.2 The City will review Contractor files to determine if adequate information is being maintained to be in compliance with Exhibit B of this Agreement. The City will provide the Contractor with a monitoring report outlining any deficiencies in record keeping procedures and any corrective action to be implemented after any on-site monitoring visit.

24.3 See Exhibit C – Federal Contract Requirements

24.4 See Exhibit D – Quarterly Report Template

25.0. Notices.

Any notice required to be given under this Agreement and any authorization required to be provided shall be given or provided to:

City:

Name: Michelle Perley

Title: Planner III

Address: 220 clay st.

Cedar Falls, IA 50613

Telephone: (319) 268-5194

Email: michelleperley@cedarfalls.com

Contractor: Pathways Behavioral Services Inc

Name: David Becker

Title: Business Manager

Address: 3362 University Ave

Waterloo IA 50701

Telephone: 319-235-6571

Email: Dave.Becker@pathwaysb.org

In Witness Whereof, the City and the Contractor have caused this Agreement to be executed as of the last date listed below.

CONTRACTOR

Pathways Behavioral Services Inc.

By: David A Becker *David A Becker*

Its: Business Manager

Date: 11-9-2022

CITY OF CEDAR FALLS, IOWA

By: _____

Robert M. Green, Mayor

Attest: _____

Jacqueline Danielsen, MMC, City Clerk

Date: _____

**Exhibit A
Services**

1. Scope of Services

The Pathways Behavior Services, Inc will be using the funds to support the salaries of the residential and detox staff including the following positions:

Residential Counselor Technicians
Residential Substance Abuse Counselors:

2. Schedule for Performance of Contract

The Contractor will submit quarterly progress reports providing all information requested on Exhibit D. Quarterly reports will be due January 15, April 15; and July 15 as applicable based on the contract date.

Exhibit B
Budget & Payment for Services

1. Budget

The project budget is detailed as follows:

See attached Exhibit B-1

2. Agreement Sum

The Contractor shall be compensated for the scope of its services under this contract according to the annual appropriation by the City not to exceed \$5,800 of CDBG funds.

3. Method of Payment

The method of payment shall be on a quarterly reimbursable basis. Each quarterly request by the Contractor for reimbursement shall be supported by a completed "Direct Benefit Activity" form herein attached as Exhibit D, bills, invoices, and/or other appropriate documentation. The Contractor shall submit requests for payment and maintain adequate source documentation in accordance with the applicable provisions as specified in this Agreement.

4. Invoice Timing


Invoices that are not submitted on a timely basis and after the term of this agreement, shall not be paid.

5. Records and Reports

- A. The Contractor will maintain a list of all citizens assisted with CDBG funds. Each Contractor, as a condition of resident participation, shall supply complete information regarding head of household's name, race, ethnicity, address, age, sex, household size, household income and date(s) of service. This information will be made available to the City upon request. If the Contractor is unable to provide the client's name and address due to the confidential nature of the project, an identifying code number will be substituted for the name and address.
- B. The Contractor will submit quarterly progress reports providing all information requested on Exhibit D. Quarterly reports will be due September 15, January 15, April 15; and July 15 as applicable based on the contract date. Reports shall be submitted to the City project manager as noted in paragraph 25 of the Contract unless directed otherwise in writing.
- C. The Contractor will submit to the City the names and job descriptions for project managers that clearly set out responsibilities for control and compliance.
- D. The Contractor will maintain all applicable project documentation for a period of three (3) years following completion of this project. This documentation will include but not be limited to: eligibility verification information, intake and application files, job site time sheets, schedules, and work performance logs.

**PATHWAYS BEHAVIORAL SERVICES
BUDGET
Fiscal Year End June 30, 2023**

REVENUES:	Agency	Residential Program
Ia Dept of Public Health Grants	\$2,491,273	\$689,856.00
City Governments	\$8,202	\$279.00
CDBG	\$9,500	\$5,800.00
County Governments	\$42,095	\$0.00
Other Government Contracts	\$215,640	\$0.00
Various United Ways	\$67,600	\$0.00
Private Donations	\$11,800	\$5,000.00
Client Fees	\$4,477,760	\$793,600.00
Investment Revenue	\$100,000	\$0.00
Miscellaneous	\$108,820	\$600.00
Total Revenues	\$7,532,690	\$1,495,135.00
EXPENSES:		
Salaries	\$4,639,220	\$832,394.00
Benefits and taxes	\$1,587,041	\$257,995.00
Rent and Utilities	\$78,901	\$14,844.00
Repairs and Maint.	\$50,622	\$14,120.00
Insurance	\$63,610	\$15,443.00
Telephone	\$55,906	\$5,600.00
Postage	\$5,967	\$173.00
Office Supplies	\$53,336	\$3,600.00
Computer support	\$101,758	\$14,400.00
Medical Director/Psychiatrist	\$199,200	\$38,000.00
Legal and accounting	\$27,200	\$0.00
Dietician	\$1,200	\$1,200.00
Subcontract services/ARNP	\$27,898	\$3,600.00
Travel	\$47,925	\$2,520.00
Certification/Subscriptions	\$18,823	\$1,200.00
Staff Training	\$26,804	\$6,200.00
Educational Materials	\$28,385	\$480.00
Client Services	\$61,986	\$56,700.00
Information Publicity	\$18,600	\$0.00
Miscellaneous	\$136,226	\$570.00
General and Admin	\$25,763	\$134,901.00
Consulting fees	\$48,000	\$0.00
Depreciation	\$209,200	\$106,000.00
Total Expenses	\$7,513,571	\$1,509,940.00
Excess Revenues	\$19,119	(\$14,805)

Exhibit 
Federal Contract Requirements

1. RECORDS AND AUDITS

The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds, both Federal and nonfederal shares. These records will be made available for audit purposes to the City or any authorized representative and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the City.

2. FINDINGS CONFIDENTIAL

All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

3. COPYRIGHT

No report, maps or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor.

4. COMPLIANCE WITH LOCAL LAWS

The Contractor shall comply with all applicable laws, ordinances and codes of the State of Iowa and the City of Cedar Falls, and the Contractor shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.

5. EQUAL OPPORTUNITY EMPLOYMENT

During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of age, race, creed, sex, sexual orientation, gender identity, religion, color, disability, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to their age, race, creed, sex, sexual orientation, gender identity, religion, color, disability, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.
2. The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, sex, sexual orientation, gender identity, religion, color, disability, or national origin.
3. The Contractor will, cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the City's Department of Community Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the Contractor's noncompliance with the noncompliance clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the provisions of paragraphs 11(1) through 11(7) in every subcontract or purchase

order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the City's Department of Community Development may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City's Department of Community Development, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

8. CIVIL RIGHTS ACTS OF 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

9. SECTION 309 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

10. "SECTION 3" COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

1. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
2. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135 and all applicable rules and orders of the Department issued thereunder prior the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
3. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
4. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

6. INTEREST OF MEMBERS OF A CITY

No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Contractor shall take appropriate steps to assure compliance.

7. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Contractor shall take appropriate steps to assure compliance.

8. INTEREST OF CONTRACTOR AND EMPLOYEES

The Contractor covenants that they presently have no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of their services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

9. AFFIRMATIVE ACTION STEPS

The Contractor agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the Waterloo-Cedar Falls SMA.

- A. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the necessary number of lower income residents through: Local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or U.S. Employment Service.
- C. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. * To insert this Section 3 plan in all bid documents, and to require all bidders on subcontractors to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- E. * To ensure that subcontractors which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.
- F. To formally contact union, subcontractors and trade associations to secure their cooperation for this program.
- G. To ensure that all appropriate project area business concerns are notified of pending subcontractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or Contractor as an Equal Opportunity Officer to coordinate the implementation of the Section 3 plan.
- J. To list all projected work force needs for all phases of this project by occupation, trade, skill level, and number of positions.

**Loans, grants, contracts and subsidies for less than \$10,000 will be exempt.*

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
CERTIFICATION OF CONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY INSTRUCTIONS**

This certification is required pursuant of Executive Order 11246(30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the Equal Opportunity clause; and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the Contractor has not filed a compliance report due under applicable instructions, such Contractor shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY CONTRACTOR

NAME AND ADDRESS OF CONTRACTOR: Pathways Behavioral Services Inc
3367 University Ave, Waterloo IA 50701

- 1. Contractor has participated in a previous contract or subcontract subject to the Equal Opportunity clause.
 Yes ___ No
- 2. Compliance reports were required to be filed in connection with such contract or subcontract.
 Yes ___ No
- 3. Contractor has filed all compliance reports due under applicable instructions, including SF-100.
 Yes ___ No
- 4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?
___ Yes No

PRINTED NAME: David A. Becker

TITLE: Business Manager

SIGNATURE: 

DATE: 11-9-2022

**CITY OF CEDAR FALLS, IOWA
FY 22-23 CDBG SUB-RECIPIENT
QUARTERLY PERFORMANCE REPORT
DIRECT BENEFIT TO LOW INCOME PERSONS**

AGENCY NAME: _____

QUARTER #: _____

NUMBER OF FEMALE-HEADED HOUSEHOLDS: _____

TOTAL NUMBER OF PERSONS BENEFITTING FROM ACTIVITY: _____

TOTAL NUMBER OF HOUSEHOLDS BENEFITTING FROM ACTIVITY: _____

	<u>Households</u>	<u># Hispanic</u>	<u>Persons</u>	<u># Hispanic</u>
White	_____	_____	_____	_____
Black/African American	_____	_____	_____	_____
Asian	_____	_____	_____	_____
American Indian/Alaskan	_____	_____	_____	_____
Hawaiian/Pacific Islander	_____	_____	_____	_____
American Indian/Alaskan & White	_____	_____	_____	_____
Asian & White	_____	_____	_____	_____
Black/African American & White	_____	_____	_____	_____
American Indian/Alaskan & Black/African American	_____	_____	_____	_____
Other Multi-Racial	_____	_____	_____	_____
TOTAL	_____	_____	_____	_____

*This refers to ethnicity rather than race; the number in this column should also be included in the column for total served. A client must identify their race, and then indicate Hispanic or non-Hispanic.

TOTAL NUMBER OF PERSONS SERVED:	<u>Households</u>	<u>Persons</u>
# of Extremely Low Income: (at or below 30% of Area Median Income)		
# of Very Low Income: (between 31 - 50% of Area Median Income)		
# of Low Income: (between 51 - 80% of Area Median Income)		

CDBG Annual Income Limits Effective June 15, 2022								
	1	2	3	4	5	6	7	8
Extremely Low Income	\$17,400	\$19,900	\$22,400	\$24,850	\$26,850	\$28,850	\$30,850	\$32,850
Very Low Income	\$29,050	\$33,200	\$37,350	\$41,450	\$44,800	\$48,100	\$51,400	\$54,750
Low Income	\$46,450	\$53,050	\$59,700	\$66,300	\$71,650	\$76,950	\$82,250	\$87,550

NARRATIVE DESCRIPTION OF QUARTERLY ACTIVITIES USING CDBG FUNDS:

LINE ITEM EXPENSES FOR REIMBURSEMENT:

AGENCY: _____

ADDRESS: _____

SUBMITTED BY: _____

TITLE: _____

DATE: _____

TELEPHONE: _____

AMOUNT REQUESTING: _____

QUARTER NO: _____

**DEPARTMENT OF PUBLIC WORKS**

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M Green and City Council

FROM: David Wicke, PE - City Engineer

DATE: November 14, 2022

SUBJECT: Professional Services Agreement, AECOM Technical Services, Inc.
Supplemental Agreement No. 2
North Cedar Heights Area Reconstruction Phase 2
City Project No. RC-092-3271

Please find the attached Supplemental Agreement No. 2 to the Professional Services Agreement between the City of Cedar Falls and AECOM Technical Services, Inc. that outlines the scope of services and costs for design services for Phase 2 of the Project. This Supplemental Agreement provides for detailed work, services, materials, equipment, personnel and supplies necessary to provide the design services for Phase 2 of the project. Services will include roadway, storm sewer, sanitary sewer, water main and slope repair design.

The City of Cedar Falls entered into a Professional Services Agreement with AECOM Technical Services, Inc. for preliminary and final design services for the reconstruction of the North Cedar Heights Area on November 16, 2021.

The attached Supplemental Agreement includes the services for the Phase 2 design shall be on an hourly basis and in a total amount not to exceed \$320,500.00.

The Department of Public Works, Engineering Division requests your consideration and approval of this Supplemental Agreement No. 2 with AECOM Technical Services, Inc. for design services.

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

xc: Chase Schrage, Director of Public Works



AECOM 319-232-6531 tel
501 Sycamore Street 319-232-0271 fax
Suite 222
Waterloo, Iowa 50703
www.aecom.com

**NORTH CEDAR HEIGHTS AREA RECONSTRUCTION PHASE II
CEDAR FALLS, IOWA
CITY PROJECT NUMBER: RC-092-3271**

SUPPLEMENTAL AGREEMENT NO. 2

WHEREAS, a Professional Services Agreement was entered into between City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa, (Client) and AECOM Technical Services, Inc., 501 Sycamore Street, Suite 222, Waterloo, Iowa, (ATS) dated November 16, 2021, for preliminary and final design for the reconstruction of the North Cedar Heights Area Reconstruction; and

WHEREAS, the Client and ATS entered into Supplemental Agreement No. 1 for right-of-way acquisition services for Phases I and II of the project on May 17, 2022; and

WHEREAS, the Client and ATS now desire to enter into Supplemental Agreement No. 2 for preliminary and final design for the reconstruction of Phase II of the North Cedar Heights Area reconstruction.

NOW THEREFORE, it is mutually agreed to amend the original Professional Services Agreement as follows:

I. Project Description

The Cedar Heights Area Street Reconstruction Project will include the reconstruction of nine streets in this area over an anticipated period of five years. The project will be divided into five phases for each year of construction.

Phase II of the project will include the reconstruction of E. Ridgewood Drive from Cherry Lane to Greenwood, including the intersection of Greenwood Avenue with E. Ridgewood Drive, Woodland Drive from E. Ridgewood Drive to east limits, and slope repairs along the north segment of W. Ridgewood Drive. This project also includes reconstruction of storm sewer, sanitary sewer and water main. The Phase II project construction costs are estimated to be approximately \$2,100,000.00 (Roadway - \$1,080,000.00, Slope Repair - \$390,000.00, Enhancements Phases I and II - \$100,000.00, Sanitary Sewer - \$230,000.00, and Water Main - \$300,000.00).

II. Scope of Services

The Scope of Services will encompass and include detailed work, services, materials, equipment, personnel and supplies necessary to provide preliminary and final design for the Phase II project defined above. Final plans and specifications will be prepared in a format suitable for a City of Cedar Falls letting. The Scope of Services is separated into three divisions as follows: Roadway Design Services, Sanitary Sewer Design Services and Water Main Design Services. The Scope of Services for each division is further defined below:

PHASE II - DESIGN SERVICES

DIVISION I - Roadway Design Services

The Scope of Services for the Roadway Design Services is further defined as follows:

Data Collection (Task 1)

The following task leads to the completion of project data collection, including review of as-built plans and utility information:

Task 1 - Data Collection

Grading, Paving, Drainage and Storm Sewer Plans (Tasks 2-24)

These tasks include developing preliminary and final plans for grading, paving, and storm sewer plans and specifications for the reconstruction of Woodland Drive and E. Ridgewood Drive. Included in these tasks will be the typical cross sections, tabulations and quantities, final roadway plan and profile sheets, earthwork tabulations, intersection details, drainage, storm sewer design and tabulations, pavement markings and signing, design cross sections, construction cost estimate and technical specifications. AECOM anticipates letting two separate projects for Phase II work. Phase IIA will include the E. Ridgewood slope repair clearing. Phase IIB will include the roadway, water main, slope repair, sanitary and storm sewer reconstruction. AECOM will perform a stability analysis for up to two alternatives for the stabilization of the existing slope. Two cross sections will be evaluated for each of the alternatives. AECOM will utilize the geotechnical data collected by Allender Butzke Engineers, Inc., as presented in their report dated March 6, 2020, as the basis of the analysis. The soil profile and parameters will be validated by analyzing the stability of the existing slope. The alternatives for the proposed remediation are anticipated to consist of flattening the slope similar to Concept No. 2 presented in the Allender Butzke Report or the benched slope similar to Concept No. 3. The following specific tasks lead to the completion of the final grading, paving and drainage plans:

Task 2 - Title and Legend Sheet (A Sheet) (2)*

Task 3 - Typical Sections and Details (B Sheets) (2)*

Task 4 - Bid Items and General Notes (C Sheets) (2)*

- a. Bid Item and Quantity Listing
- b. Estimate Reference Information
- c. General Notes

Task 5 - Tabulations and Quantities (C Sheets) (2)*

Task 6 - Plan and Profile Sheets (D and E Sheets) (2)*

Task 7 - Geometric Layout Sheets (G Sheets)

Task 8 - Right-of-Way Sheets (H Sheets) (2)*

Task 9 - Landscaping Plans Sheets (I Sheets)

Task 10 - Construction Staging and Traffic Control Sheets (J Sheets)

Task 11 - Intersection Details (L Sheets)

Task 12 - Drainage Design

Task 13 - Storm Sewer Plans and Details (M Sheets)

Task 14 - Signing and Pavement Markings (N Sheets)

Task 15 - Removal Sheets (R Sheets)

Task 16 - Earthwork Tabulation (T Sheets)

Task 17 - Slope Repair Sheets and Geotechnical Analysis (U Sheets)

Task 18 - Design Cross Sections (W Sheets)

Task 19 - Erosion Control and SWPPP Plan Sheets (RC and RR Sheets)

Task 20 - Quality Control Review

Task 21 - Final Revisions

Task 22 - Construction Cost Estimate (2)*

Task 23 - Specifications (2)*

Task 24 - Field Review

*Required for both Phase IIA and Phase IIB plan sets.

Project Meetings (Tasks 25-27)

This task includes one presentation to the Cedar Falls City Council, one public information meeting, and one meeting with stakeholders and property owners along the corridor. Consultant will develop an approximate two-minute public informational video for both Phases I and II that can be posted on the City's website and shared with property owners about the project. The video will include renderings of the project and the proposed enhancements such as intersection markers and gateway features.

Task 25 - Project Meetings (3)

Task 26 - Public Outreach Video (2)

Task 27 - Aesthetic Renderings (5)

Project Administration and Coordination with City of Cedar Falls/Cedar Falls Utilities (CFU) (Tasks 28-33)

These tasks include project administration and coordination throughout project development. These tasks also include preparation of permits, pre-letting activities and general project administration. The following identifies tasks leading to the completion of project administration and coordination during the design phase of the project:

Task 28 - Coordination with Private Utilities

Task 29 - Coordination with City of Cedar Falls

Task 30 - Coordination with CFU (Gas, Communication, Electric)

Task 31 - Permitting (IDNR NPDES)

Task 32 - Pre-Letting Activities

Task 33 - Project Administration

DIVISION II - Sanitary Sewer Design Services

The Scope of Services for the Sanitary Sewer Design Services is further defined as follows:

Sanitary Sewer Design (Tasks 34-36)

These tasks include developing the preliminary and final plans for the reconstruction of the sanitary sewer. It is anticipated the City will provide sanitary sewer as-built plans to AECOM. Included in these tasks will be coordination with the City, sanitary sewer design, tabulations of quantities, construction cost estimate and technical specifications. The sanitary sewer construction cost for this phase of the project is estimated to be \$230,000.00. The sanitary sewer locates for Phases I and II of the Cedar Heights Area Project will be completed by Hoffman & Hoffman Trenching, Inc. (Hoffman), and work will be limited to a not-to-exceed amount of \$12,000.00 for each phase for a total of \$24,000.00 for both phases. Locate estimate is based on sanitary sewer utility locates provided by the City for five potholing locations. Additional locating efforts may be required such as exploratory digging, which would be added by supplemental agreement. The following tasks lead to the inclusion of the final sanitary sewer plans in the roadway plans:

Task 34 - Sanitary Sewer Plans, Tabulations and Details (MSA Sheets)

Task 35 - Sanitary Sewer Specifications and Notes

Task 36 - Sanitary Sewer Locates for Phase I and Phase II - Survey/Coordination and Locates (Hoffman & Hoffman)

DIVISION III - Water Main Design Services

The Scope of Services for the Water Main Design Services is further defined as follows:

Water Main Design (Tasks 37-38)

These tasks include developing the preliminary and final plans for the water main. It is anticipated CFU will provide water main as-built plans to AECOM. Included in these tasks will be coordination with CFU, water main design, tabulations of water main, construction cost estimate and technical specifications. The water main construction cost for this phase of the project is estimated to be \$300,000.00. The following tasks lead to the inclusion of the final water main plans:

Task 37 - Water Main Plans, Tabulations and Details (MWM Sheets)

Task 38 - Water Main Specifications and Notes

Exclusions

The following items are not included in either division, but may be added by supplemental agreement:

- Environmental Review
- Lighting Design
- Structural Design (Bridges/Box Culvert)
- ADA Sidewalk Design
- Wetland Delineation

PHASES III-V - DESIGN SERVICES

The scope for the final design services for these phases of design will be determined at the time the services are needed and defined under a future amendment to this Agreement.

CONSTRUCTION-RELATED SERVICES

The scope for construction-related services will be determined at the time the services are needed and defined under a future amendment to this agreement.

III. Compensation

Compensation for the above services will be on an hourly basis in accordance with Part VI of the original agreement and shall be integrated with the fees in the original agreement. The total compensation for these services is an estimated fee of Three Hundred Twenty Thousand Five Hundred Dollars (\$320,500.00) as shown below and will not be exceeded without authorization from the Client.

<u>Division I</u>	
Roadway Design Services	\$237,000.00
<u>Division II</u>	
Sanitary Sewer Extension Design Services	51,500.00
(Includes Utility Locates for Phase I and Phase II)	
<u>Division III</u>	
Water Main Design Services	32,000.00
Total.....	<u>\$320,500.00</u>

IV. In all other respects, the obligations of the Client and ATS shall remain as specified in the Professional Services Agreement dated November 16, 2021.

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement No. 2 as of the dates shown below:

CITY OF CEDAR FALLS

By _____ Date _____
Robert M. Green
Mayor

AECOM TECHNICAL SERVICES, INC.

By  _____ Date November 11, 2022
Douglas W. Schindel, P.E.
Associate Vice President

L:\Secure_DCS\Administration\AGREE\SUPPLE\SA2 CF Cedar Heights Recon Ph 2.docx

**DEPARTMENT OF PUBLIC WORKS**

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Luke Andreasen, PE

DATE: November 21, 2022

SUBJECT: Main Street Reconstruction (6th St. to University)
City Project Number: RC-000-3283
Property Acquisitions & Temporary Easements

The City of Cedar Falls is planning to reconstruct Main Street from 6th Street to University Avenue from a 4-lane roadway to a 3-lane roadway.

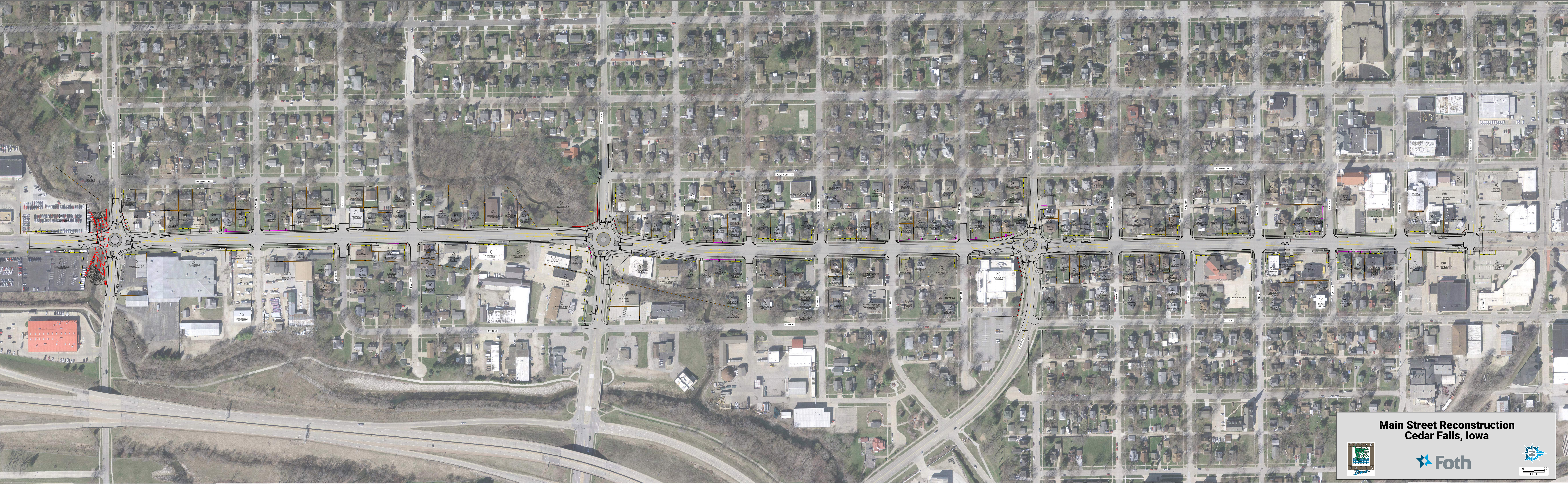
The property owners at 1124 Main Street (parcel 91) and 2323 Main Street (Parcel 295) opposed the project for various reasons and initially refused to grant the City the temporary easements and/or ROW acquisition that is required for the project. Condemnation hearings at the Black Hawk County Courthouse were scheduled in October of 2022. However, before the condemnation hearings took place, both property owners decided to settle with the City.

These settlements will save the City thousands of dollars that would otherwise be spent on the condemnation process. Therefore, the Engineering Division of the Public Works Department recommends that the City Council approve these settlements and authorize the Mayor to execute the purchase agreement for these temporary easements from both parcels and permanent ROW acquisition for parcel 295.

If you have any questions or need additional information, please feel free to contact me.

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

5/23/2022
C:\Users\jwheeler\Documents\Main Street Reconstruction\CD\Display\MainStreetMap_Ultimate_P18



**Main Street Reconstruction
Cedar Falls, Iowa**



0 100
FEET

Parcel No. 91

Project No. RC-000-3283

County Black Hawk Item 20.

Record Owner(s):

Michael Rey Martinez and Sheree Martinez, husband and wife

Owner's Mailing Address:

1124 Main St., Cedar Falls, IA 50613

Tenant(s):

N/A

Tenant(s) mailing address:

N/A

Subject Property address:

1124 Main St., Cedar Falls, IA 50613

This property is described as:

As shown on the Property Display attached hereto.

Basis for land value estimate:

Comparable sales compiled in Project Book prepared by Hattery Real Estate Appraisals, LLC, see attached. Values rounded up to the nearest 5.

Fee Title	<u>0</u>	Sq Ft Purchased	x <u>\$8.27</u>	= (<u>360.241</u> / <u>43.560</u>)	Land Value per Acre / Square Feet per Acre	= <u>\$0.00</u>
Permanent Easement		Sq Ft of Easement	x <u>\$4.14</u>	= (<u>8.27</u> x <u>50%</u>)	Land Value per Sq Ft x Reduction in Value of Easement Area	= <u>\$0.00</u>
Temporary Easement	<u>720</u>	Sq Ft Rented	x <u>\$0.66</u>	= (<u>8.27</u> x <u>8%</u>)	Land Value per Sq Ft x Land Rental Rate per Year	x <u>2.0</u> # of Years = <u>\$960.00</u>


<u>Other considerations:</u>	<u>Qty</u>	<u>Description</u>	<u>Unit Cost</u>	<u>=</u>	<u></u>
	<u>1</u>	<u>Removal of Tree</u>	x <u>\$500.00</u>	=	<u>\$500.00</u>
			x	=	
			x	=	
			x	=	
			x	=	
			x	=	
			x	=	
			x	=	
		Total Estimate		=	<u>\$1,460.00</u>

Certification:
 I hereby certify that I am familiar with the property which is the subject of this estimate, that the estimate is based upon data contained in the files of the Agency, that I have no direct or indirect present or contemplated future personal interest in this property or in any benefit from the acquisition of this property.

*Compensation for R/W fence to be by fixed schedule or in accord with Section 6B.44 Code of Iowa

Approved by: _____

 DATE

DATE OF ESTIMATE 7/26/2022
 Signed 
Justin Walton, Estimating Agent

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(319)273-8600

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (“Agreement”) is made this _____ day of October, 2022, by Michael Rey Martinez and Sheree L. S. Martinez, husband and wife (“Grantor”), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa (“Grantee”) In consideration of the sum of one dollar (\$1.00), and other valuable consideration listed in the Compensation Estimate dated 7/26/2022 and payable within 60 days of the signing of this agreement, the Grantor hereby, grants and conveys to Grantee a temporary easement effective from January 1, 2023 through December 31, 2025. The temporary Easement Area shall be under, through and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the “Easement Area”).

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, and occupying the Easement Area to complete construction of a public improvement project near the temporary Easement Area. The temporary easement shall include the right of ingress and egress along and over the temporary Easement Area and for any reasonable purpose deemed necessary by the Grantee to complete the construction within the public improvement project near the temporary Easement Area. Grantee may temporarily use the temporary Easement Area for the storage of materials necessary for completion of said construction, but in no event shall such materials include hazardous waste, flammable materials, or heavy construction equipment. In addition, Grantee may excavate, grade, or slope within the temporary Easement Area only if those processes are required to ensure proper grade where the Easement Area adjoins the public improvement project and/or to restore the property to its original condition and/or to prevent drainage problems caused by the public improvement project. Grantee shall notify the Grantor in advance regarding work commencing in the temporary Easement Area, unless there is an emergency then no prior notice is required.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee’s cost the temporary Easement Area in a timely manner after completion of the public improvement project and within the effective period of the temporary easement. Restoration of the property to original condition, may require, but is not limited to construction, reconstruction, maintenance, repair and or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding,

complete restoration of any driveways, private sidewalks, pathways, landscape material or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below. Grantee shall restore the sub-soil and topsoil with the same or similar quality of fill as existed on the temporary Easement Area at the time of possession, as set forth in the project specifications. The fill utilized shall be clean fill so as to minimize post -construction exposure to toxins from hazardous materials, settling and or drainage issues in the Easement Area and the adjoining property, as set forth in the project specifications

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area. In addition, Grantor shall not cause or permit any other obstruction or condition of any kind or character within the Easement Area that will interfere with the Grantee's exercise of the easement rights hereinabove conveyed except, Grantee agrees to allow Grantor access to the Easement Area for home restoration projects and maintenance that shall include but is not limited to front porch re-construction and painting of Grantor's home.

4. Grantee's Use. The Grantee, its successors, and assigns, shall have the right to use the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same during the easement effective dates and after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests in the Easement Area hereby conveyed to the Grantee shall revert back to the Grantor. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress, or egress to any portion of the Grantor's property or the home located within that property. In addition, the Grantee shall maintain all adjoining property owned by the Grantee during the public improvement project.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as to avoid damaging the Easement Area and or any other portion of the Grantor's property. In addition, Grantee shall refrain from unreasonable interference with the use of the Easement Area and or any other portion of the Grantor's property, including, but not limited to, ingress/egress/access by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction, maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction, maintenance and or presence of hazardous or flammable substances or materials. No excavated debris, hazardous waste and/or flammable materials will be stored on the temporary Easement Area during the effective dates of the temporary easement and no dirt or debris shall be left within the Easement Area or adjoining property following completion of construction, reconstruction, maintenance, repair, replacement and or restoration work. Excavated materials shall be promptly removed from the temporary Easement Area and properly

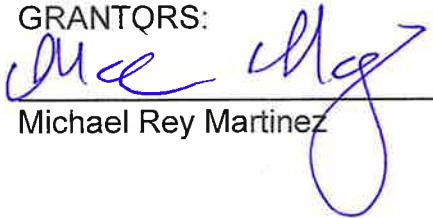
disposed of by the Grantee following completion of the work in the temporary Easement Area.

6. Liability for Damage. Grantee shall be liable to the Grantor for any damage to Grantor's real or personal property caused by the acts or omissions of the Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or use of the Easement Area by the Grantee, or its employees, agents, contractors or subcontractors, who are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. In addition, Grantee and grantee's assigns shall be liable to and indemnify the Grantor, including attorney fees, for the injury to or death of any persons and or the destruction of any property proximately caused by the acts or omissions of the Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or use of the Easement Area by the Grantee, or its employees, agents, contractors or subcontractors, who are exercising any rights with respect to the temporary Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project, temporary Easement Area restoration and final acceptance of public improvements by the City Council of the Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project, Easement Area restoration and final acceptance of the public improvements by the City Council of the grantee or by 12/31/2025, whichever comes first. Both Grantor and Grantee acknowledge that pursuant to Iowa Code Section 6B.52, grantor has the right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement. Those damages that are apparent are listed in the Compensation Estimate and that document is incorporated into this agreement by reference.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

GRANTORS:



Michael Rey Martinez



Sheree L. S. Martinez

State of Iowa)

County of Blackhawk)

This record was acknowledged before me on the 28 day of October, 2022 by Michael Martinez and Sharce Martinez.

[Handwritten Signature]

Signature of notarial officer



Stamp

[Notary Public]
Title of Office

[My commission expires: 02/25/2024]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this _____ day of _____, 20__.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

Robert M. Green, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

State of _____)

County of _____)

This instrument was acknowledged before me on _____,
20__, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the
City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

Exhibit A

Prepared by Wes Stump, 411 6th Avenue St., Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 91-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
 MAIN STREET RECONSTRUCTION
 PARCEL 91

PROPERTY OWNER:

MARTINEZ, MICHAEL R
 MARTINEZ, SHEREE
 1124 MAIN STREET
 CEDAR FALLS, IA 50613
 FILE NO. 2018-00011969

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 21 OF AUDITOR'S PLAT NO. 15, AN OFFICIAL PLAT, AS RECORDED IN BOOK E, PAGE 145 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, AND IN LOT 457 OF PACIFIC ADDITION, AN OFFICIAL PLAT, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

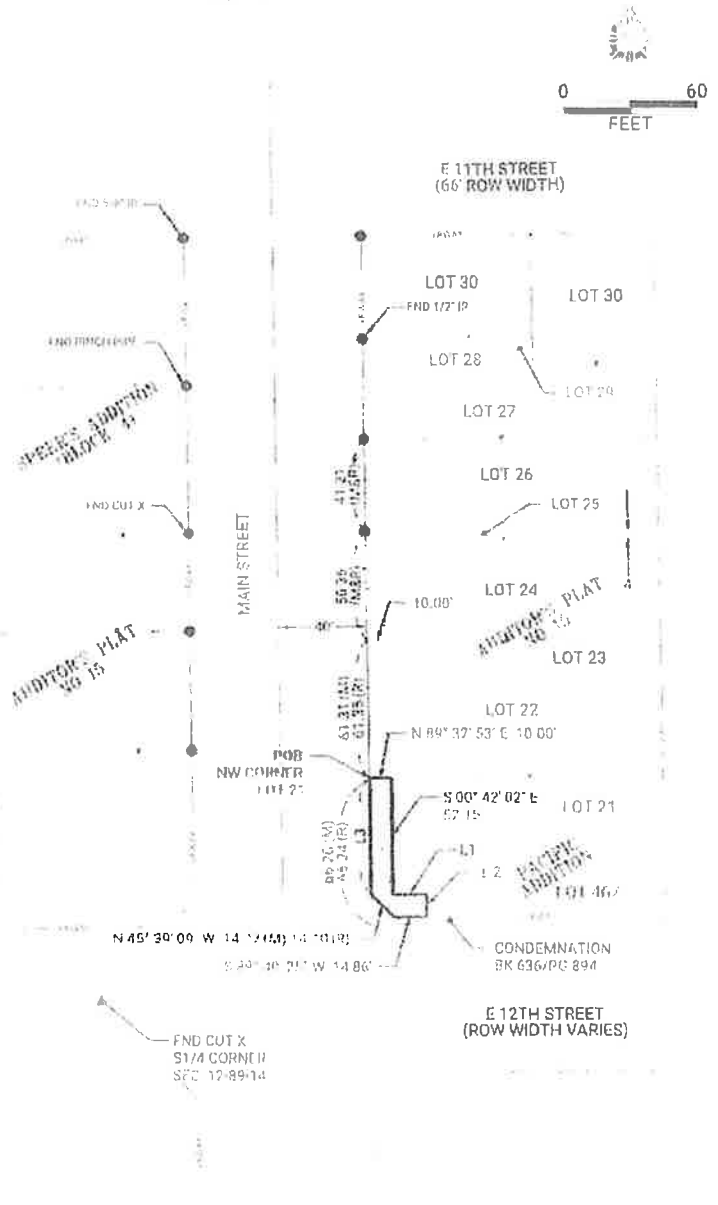
BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 21, THENCE NORTH 89° 32' 53" EAST, 10.00 FEET ALONG THE NORTH LINE OF SAID LOT 21, THENCE SOUTH 00° 42' 02" EAST, 52.15 FEET, THENCE NORTH 89° 40' 25" EAST, 14.27 FEET, THENCE SOUTH 00° 00' 35" EAST, 10.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF E 12TH STREET; THENCE SOUTH 89° 40' 25" WEST, 14.86 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE, THENCE NORTH 45° 39' 09" WEST, 14.22 FEET TO THE EAST RIGHT-OF-WAY LINE OF MAIN STREET; THENCE NORTH 00° 42' 02" WEST, 52.15 FEET ALONG SAID EAST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING

SAID TRACT CONTAINS .70 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT

LINE	BEARING	DISTANCE
1	N 89° 32' 53" E	10.00
2	S 00° 42' 02" E	52.15
3	N 89° 40' 25" E	14.27
4	S 00° 00' 35" E	10.00
5	S 89° 40' 25" W	14.86
6	N 45° 39' 09" W	14.22
7	N 00° 42' 02" W	52.15

- LEGEND**
- A: CONSTRUCTION CORNER MONUMENT
 - B: SURVEY CORNER MONUMENT
 - C: CONSTRUCTION MONUMENT
 - D: SURVEY MONUMENT
 - E: MEASURED DISTANCE
 - F: MEASURED AREA
 - G: BEARING
 - H: RIGHT-OF-WAY LINE
 - I: EASEMENT
 - J: TEMPORARY CONSTRUCTION EASEMENT



<p>SURVEY FOR CITY OF CEDAR FALLS 120 CHAY STREET CEDAR FALLS, IA 50613 PHONE: 319-365-9565</p>	 <p>Foth Infrastructure & Environment, LLC 411 6th Avenue St., Suite 400, Cedar Rapids, IA 52401 PHONE: 319-365-9565</p>	<p>DATE 02/27/2022</p>
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**CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT**

**Property Address: 2323 Main Street
Parcel Number: 295
Project Number: RC-000-3283**

**County Tax Parcel No: 891413341016
Project Name: Main Street Reconstruction**

**THIS OWNER PURCHASE AGREEMENT is entered into on this ____ day of _____, 202_,
by and between Emaad, LLC, Seller, and the City of Cedar Falls, Iowa, Buyer.**

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Permanent Acquisition Plat
See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. If the interest in the Premises conveyed is a fee interest then such conveyance includes all of the Seller's estates, rights, title and interests in the Premises. If the interest in the Premises conveyed is or includes an easement interest then such conveyance is only for the purposes described in the applicable easement agreement. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").

3. BREAKDOWN:	ac. = acres	sq. ft. = square feet	
Land by Fee Title	867	sq. ft.	\$ 9,570.00
Underlying Fee Title		sq. ft.	\$
Temporary Easement	2,001	sq. ft.	\$ 3,522.00
Permanent Easement		sq. ft.	\$
Sign Relocation			\$ 12,991.07
Additional Damages			\$ 3,763.00

*Additional Damages include payment for concrete replacement and parking lot markings as stated in the appraisal

- 4. Seller grants to the City a Fee Acquisition, and Temporary Easement as shown on the attached Acquisition Plat and Temporary Easement Plat. Seller also agrees to execute a Warranty Deed and a Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project, unless otherwise specified in the Temporary Easement Agreement.
- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the

Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.

- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except: _____
- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.
- 11. As part of this agreement, the Seller agrees to remove and relocate the Seller's business sign to another location as approved by the City. The sign shall be relocated on or before May 1, 2023. The sign shall meet all current City standards, ordinances and zoning requirements. The sum of \$6496.00, which is approximately Fifty (50) percent of the total sign relocation cost, shall be paid by the Buyer to the Seller at the closing of this transaction. The balance of \$6495.07 shall be paid by the Buyer to the Seller within thirty (30) days of completion of the business sign relocation.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, the undersigned claimant certifies the total lump sum payment shown herein is just and unpaid.

SELLER:

Emaad, LLC

X Shahid Chatha Date

By: Shahid Chatha

Title: Manager

State of Iowa

County of Black Hawk

* 10/24/22 Date

By: _____

Title: _____

This record was acknowledged before me on the 24 day of October, 2022, by Shahid Chatha as Manager of Emaad, LLC.

[Signature]
Signature of notarial officer

Commission Expires _____

CITY OF CEDAR FALLS, IOWA (BUYER)

By: _____



Robert M. Green, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the _____ day of _____, 20__, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

**WARRANTY DEED
(CORPORATE GRANTOR)
Recorder's Cover Sheet**

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

Taxpayer Information: City Clerk, City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

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

Grantors: EMAAD, L.L.C.

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(s) and other valuable consideration, EMAAD, L.L.C., a limited liability company organized and existing under the laws of Iowa, does hereby Convey to City of Cedar Falls, Iowa, a municipal corporation organized and existing under the laws of Iowa, the following described real estate in Black Hawk County, Iowa:

See Legal Description and Acquisition Plat attached.

There is no known private burial site, well, solid waste disposal site, underground storage tank, hazardous waste, or private sewage disposal system on the property as described in Iowa Code Section 558.69, and therefore the transaction is exempt from the requirement to submit a groundwater hazard statement.

The company 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: _____.

EMAAD, L.L.C.

By: _____

Its: _____

STATE OF IOWA, COUNTY OF BLACK HAWK

This record was acknowledged before me on _____,

by _____, as _____, of EMAAD,

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

Signature of Notary Public

Index Legend	
Location:	Lot 9, Block 16, Normal Addition
Requestor:	City of Cedar Falls
Proprietor:	Emaad, LLC
Surveyor:	Wesley Shimp
Surveyor Company:	Foth Infrastructure & Environment, LLC
Return To:	411 6th Avenue SE, Suite 400 Cedar Rapids, IA 52401 (319) 365-9565

ACQUISITION PLAT

RIGHT-OF-WAY BEING CONVEYED TO THE CITY OF CEDAR FALLS
MAIN STREET RECONSTRUCTION
2323 MAIN STREET
PARCEL 295

EXHIBIT 295-F

PROPERTY OWNER:
EMAAD, LLC
4308 WYNNEWOOD DRIVE
CEDAR FALLS, IA 50613
FILE NO. 2013-00013908

LEGAL DESCRIPTION:
A PARCEL OF LAND LOCATED IN LOT 9, BLOCK 16 OF NORMAL ADDITION, AN OFFICIAL PLAT, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, THENCE SOUTH 00° 42' 49" EAST, 233.01 FEET ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER, THENCE SOUTH 89° 17' 11" WEST, 51.13 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF MAIN STREET, ALSO BEING THE POINT OF BEGINNING; THENCE SOUTHWESTERLY A DISTANCE OF 38.78 FEET ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY WITH A CENTRAL ANGLE OF 29° 25' 43", ALONG A 75.50 FOOT RADIUS WITH A CHORD THAT BEARS SOUTH 45° 30' 26" WEST, 38.35 FEET ALONG SAID RIGHT-OF-WAY LINE TO THE NORTH RIGHT-OF-WAY LINE OF SEERLEY BOULEVARD; THENCE SOUTH 89° 20' 53" WEST, 60.72 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE; THENCE NORTH 72° 37' 04" EAST, 92.29 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 867 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.

PROPERTY OWNER:
EMAAD, LLC
4308 WYNNEWOOD DRIVE
CEDAR FALLS, IA 50613
FILE NO. 2013-00013908

LEGAL DESCRIPTION:
A PARCEL OF LAND LOCATED IN LOT 9, BLOCK 16 OF NORMAL ADDITION, AN OFFICIAL PLAT, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, THENCE SOUTH 00° 42' 49" EAST, 233.01 FEET ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER, THENCE SOUTH 89° 17' 11" WEST, 51.13 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF MAIN STREET, ALSO BEING THE POINT OF BEGINNING; THENCE SOUTHWESTERLY A DISTANCE OF 38.78 FEET ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY WITH A CENTRAL ANGLE OF 29° 25' 43", ALONG A 75.50 FOOT RADIUS WITH A CHORD THAT BEARS SOUTH 45° 30' 26" WEST, 38.35 FEET ALONG SAID RIGHT-OF-WAY LINE TO THE NORTH RIGHT-OF-WAY LINE OF SEERLEY BOULEVARD; THENCE SOUTH 89° 20' 53" WEST, 60.72 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE; THENCE NORTH 72° 37' 04" EAST, 92.29 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 867 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.

LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1/2" REDOD W/YELLOW CAP#12086 (UNLESS NOTED)
- SET 1/2" REDOD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- x- RWAY - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- - - PROPERTY LINE
- ▨ PROPOSED RIGHT-OF-WAY ACQUISITION

CURVE TABLE						
CURVE	LENGTH	RADIUS	CHD. LENGTH	CHD BEARING	DELTA	TAN
C1	38.78'	75.50'	38.35'	S45°30'26"W	29°25'43"	19.83'

FIELD SURVEY COMPLETED: FEBRUARY 2022

WESLEY F. SHIMP
24243

LICENSED PROFESSIONAL LAND SURVEYOR
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 Professional Land Surveyor under the laws of the State of Iowa.

Wesley Shimp 8/11/2022
WESLEY F. SHIMP, P.L.S. DATE
License Number: 24243
My license renewal date is DECEMBER 31, 2022
Pages or sheets covered by this seal:
1 of 1

SURVEY FOR:
CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS, IA 50613
PHONE: (319) 273-8600

Foth
Foth Infrastructure & Environment, LLC
411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931
Phone: 319-365-9565

SHEET
1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 8/11/2022

524

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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this _____ day of _____, 20__, by Emaad, LLC ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the "Easement Area").

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall commence on December 31, 2022, and shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by December 31, 2024, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

Grantor:

Emaad, LLC

X Shahid Chatha

X 10/24/22

_____ Date

_____ Date

By: Shahid Chatha

~~By:~~ _____

Title: Manager

~~Title:~~ _____

State of Iowa)

County of Black Hawk)

This record was acknowledged before me on the 24 day of October, 2022, by Shahid Chatha, as Manager of Emaad, LLC



[Signature]

Signature of notarial officer

Stamp

[_____]

Title of Office

[My commission expires: _____]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this ____ day of _____, 20__.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

Robert M. Green, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

State of _____)

County of _____)

This instrument was acknowledged before me on _____,
20__, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the
City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 295-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
 MAIN STREET RECONSTRUCTION
 2323 MAIN STREET
 PARCEL 295

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 8 & LOT 9, BLOCK 16 OF NORMAL ADDITION, AN OFFICIAL PLAT, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

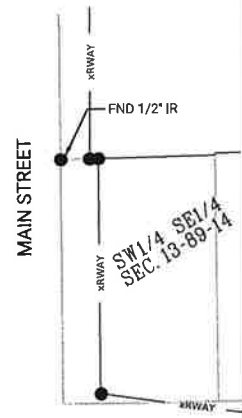
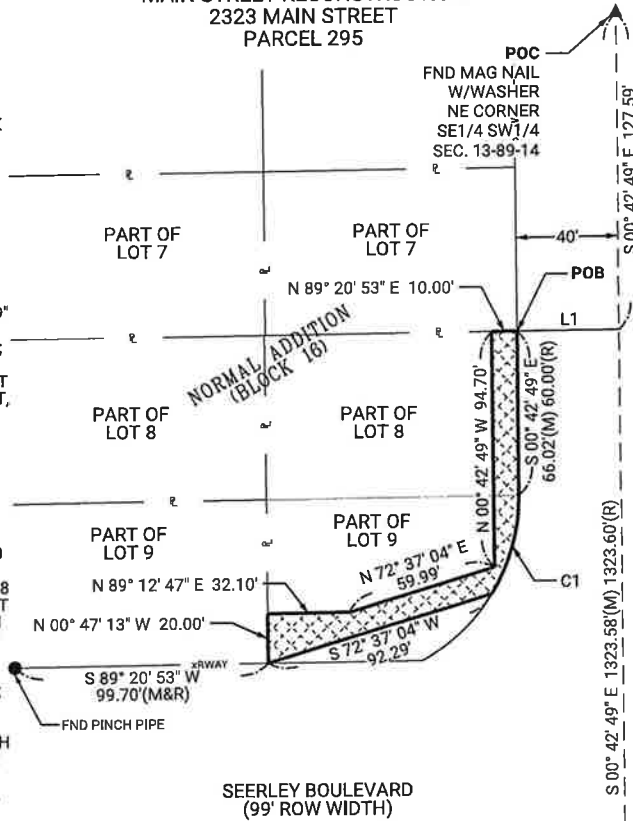
COMMENCING AT THE THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, THENCE SOUTH 00° 42' 49" EAST, 127.59 FEET ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 89° 20' 53" WEST, 40.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF MAIN STREET, ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 00° 42' 49" EAST, 66.02 FEET ALONG SAID WEST RIGHT-OF-WAY LINE; THENCE SOUTHWESTERLY A DISTANCE OF 41.50 FEET ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY WITH A CENTRAL ANGLE OF 31° 29' 45", ALONG A 75.50 FOOT RADIUS WITH A CHORD THAT BEARS SOUTH 15° 02' 42" WEST, 40.98 FEET CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE; THENCE SOUTH 72° 37' 04" WEST, 92.29 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SEERLEY BOULEVARD; THENCE NORTH 00° 47' 13" WEST, 20.00 FEET; THENCE NORTH 89° 12' 47" EAST, 32.10 FEET; THENCE NORTH 72° 37' 04" EAST, 59.99 FEET; THENCE NORTH 00° 42' 49" WEST, 94.70 FEET TO THE NORTH LINE OF SAID LOT 8, BLOCK 16; THENCE NORTH 89° 20' 53" EAST, 10.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 2,001 SQUARE FEET OR 0.05 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.

PROPERTY OWNER:

EMAAD, LLC
 4308 WYNNEWOOD DRIVE
 CEDAR FALLS, IA 50613
 FILE NO. 2013-00013908



LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1/2" ROD W/YELLOW CAP#12066 (UNLESS NOTED)
- SET 1/2" ROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY- RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- - - PROPERTY LINE

TEMPORARY CONSTRUCTION EASEMENT

AUDITOR'S PLAT NO. 11



LINE TABLE		
LINE	LENGTH	BEARING
L1	40.00'	S89°20'53"W

CURVE TABLE						
CURVE	LENGTH	RADIUS	CHD. LENGTH	CHD BEARING	DELTA	TAN
C1	41.50'	75.50'	40.98'	S15°02'42"W	31°29'45"	21.29'

FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS, IA 50613
 PHONE: (319) 273-8600



SHEET
 1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/27/2022

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 295-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
 MAIN STREET RECONSTRUCTION
 2323 MAIN STREET
 PARCEL 295

LEGAL DESCRIPTION:

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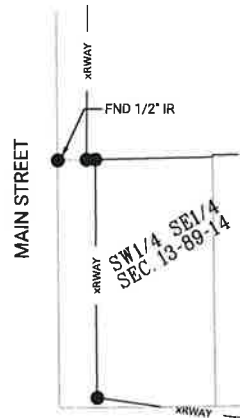
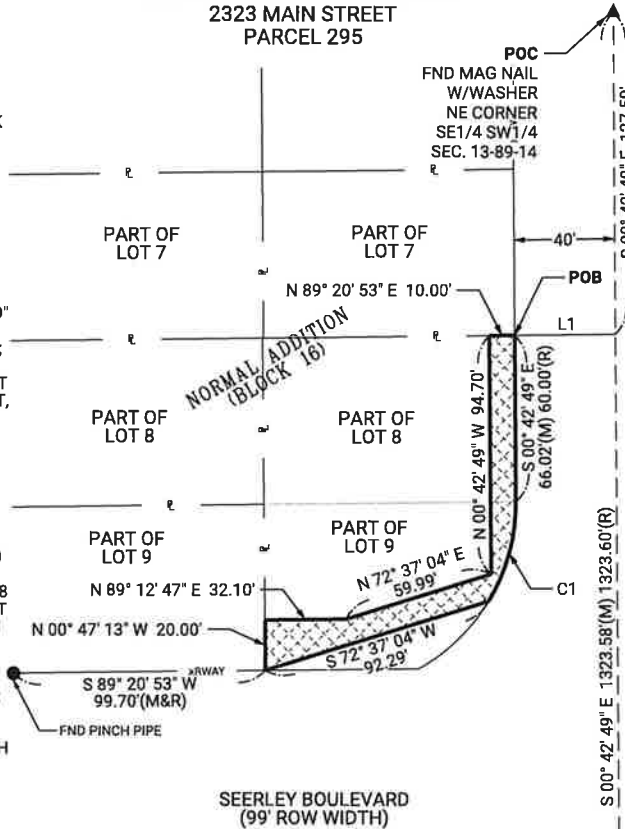
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PROPERTY OWNER:

EMAAD, LLC
 4308 WYNNEWOOD DRIVE
 CEDAR FALLS, IA 50613
 FILE NO. 2013-00013908



LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1/2" REROD W/YELLOW CAP#12086 (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY- RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- ℓ - PROPERTY LINE
- ▨ TEMPORARY CONSTRUCTION EASEMENT

AUDITOR'S PLAT
 NO. 11



LINE TABLE		
LINE	LENGTH	BEARING
L1	40.00'	S89°20'53"W

CURVE TABLE						
CURVE	LENGTH	RADIUS	CHD. LENGTH	CHD BEARING	DELTA	TAN
C1	41.50'	75.50'	40.98'	S15°02'42"W	31°29'45"	21.29'

FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS, IA 50613
 PHONE: (319) 273-8600



SHEET
 1 OF 1

DAILY INVOICES FOR 11/21/22 COUNCIL MEETING

Item 21.

PREPARED 11/14/2022, 13:01:53
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 1
 ACCOUNTING PERIOD 04/2023

GROUP NBR	PO NBR	ACCTG PER.	----TRANSACTION----	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND											
101-0000-213.00-00 CURRENT LIABILITY / SALES TAX PAYABLE											
596		04/23 AP	10/10/22		0006496		IOWA DEPT.OF REVENUE RECREATION	1,512.42			11/02/22
							MONTHLY SALES TAX				
							ACCOUNT TOTAL	1,512.42	.00	1,512.42	
101-1028-441.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT											
596		04/23 AP	10/11/22		0006502		ISOLVED BENEFIT SERVICES, INC HEALTH INS REIMBURSEMENT	17.03			11/02/22
							ACCOUNT TOTAL	17.03	.00	17.03	
101-1028-441.89-17 MISCELLANEOUS SERVICES / BANK SERVICE CHARGES											
596		04/23 AP	10/31/22		0006494		FARMERS STATE BANK OUTGOING WIRE FEE	20.00			11/02/22
596		04/23 AP	10/19/22		0006493		FARMERS STATE BANK VOYA OUTGOING WIRE	20.00			11/02/22
596		04/23 AP	10/05/22		0006492		FARMERS STATE BANK VOYA OUTGOING WIRE	20.00			11/02/22
							ACCOUNT TOTAL	60.00	.00	60.00	
101-1038-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES											
746		05/23 AP	10/31/22		0397858		BALVANZ, BRENDA RMB:PLANNER PAGES	44.93			11/04/22
							ACCOUNT TOTAL	44.93	.00	44.93	
101-1038-441.89-82 MISCELLANEOUS SERVICES / SECTION 105											
596		04/23 AP	10/06/22		0006500		ISOLVED BENEFIT SERVICES, INC CAFE ADMIN FEE-SEPT'22	693.45			11/02/22
							ACCOUNT TOTAL	693.45	.00	693.45	
101-1060-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE											
596		04/23 AP	10/03/22		0006508		PROFESSIONAL SOLUTIONS SEPTEMBER CREDIT CARD FEE	18.40			11/02/22
							ACCOUNT TOTAL	18.40	.00	18.40	
101-1061-423.89-26 MISCELLANEOUS SERVICES / NON-PRINT RESOURCES											
746		05/23 AP	10/12/22		0397863		INGRAM ENTERTAINMENT INC. YOUNG ADULT VIDEO GAMES	710.87			11/04/22
							ACCOUNT TOTAL	710.87	.00	710.87	

PREPARED 11/14/2022, 13:01:53
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 2
ACCOUNTING PERIOD 04/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1199-441.81-02 PROFESSIONAL SERVICES / AUDIT										
764		05/23	AP	11/04/22	0397873	GOVERNMENT FINANCE OFFICERS A	610.00			11/08/22
		FY22 AUDIT AWARD FEE								
764		05/23	AP	11/04/22	0397878	STATE AUDITOR	850.00			11/08/22
		FY22 FILING FEE								
ACCOUNT TOTAL							1,460.00	.00	1,460.00	
101-1199-441.81-03 PROFESSIONAL SERVICES / RECORDING FEES										
798		05/23	AP	11/11/22	0397888	BLACK HAWK CO.RECORDER	17.00			11/14/22
		RCD:RESOLUTION #22,945								
798		05/23	AP	11/11/22	0397888	BLACK HAWK CO.RECORDER	12.00			11/14/22
		RCD:RESOLUTION #22,969								
798		05/23	AP	11/11/22	0397888	BLACK HAWK CO.RECORDER	57.00			11/14/22
		RCD:NTC.FNL.ASSESS.PROC. B.GREEN-1014 W.9TH STREET								
798		05/23	AP	11/11/22	0397888	BLACK HAWK CO.RECORDER	47.00			11/14/22
		RCD:NTC.FNL.ASSESS.PROC. W.DEKOCK-1210 W.19TH ST.								
798		05/23	AP	11/11/22	0397888	BLACK HAWK CO.RECORDER	47.00			11/14/22
		RCD:NTC.FNL.ASSESS.PROC. J.HOOVER-3120 HOMEWAY DR.								
798		05/23	AP	11/11/22	0397888	BLACK HAWK CO.RECORDER	47.00			11/14/22
		RCD:NTC.FNL.ASSESS.PROC. H.MA-8702 UNIVERSITY AVE.								
798		05/23	AP	11/09/22	0397889	BLACK HAWK CO.RECORDER	5.00			11/14/22
		RCD:ADD'L PAGE-LIEN RLS.								
746		05/23	AP	11/03/22	0397860	BLACK HAWK CO.RECORDER	7.00			11/04/22
		RCD:LIEN RELEASE DEKOCK-1122 W.22ND STREET								
746		05/23	AP	11/03/22	0397860	BLACK HAWK CO.RECORDER	7.00			11/04/22
		RCD:LIEN RELEASE DEKOCK-2413 OLIVE STREET								
746		05/23	AP	11/03/22	0397860	BLACK HAWK CO.RECORDER	7.00			11/04/22
		RCD:LIEN RELEASE DEKOCK-804 W.SERLEY BLVD								
746		05/23	AP	11/03/22	0397860	BLACK HAWK CO.RECORDER	7.00			11/04/22
		RCD:LIEN RELEASE DEKOCK-818 W.SERLEY BLVD								
746		05/23	AP	11/03/22	0397860	BLACK HAWK CO.RECORDER	7.00			11/04/22
		RCD:LIEN RELEASE H.MA-8702 UNIVERSITY AVE.								
746		05/23	AP	11/03/22	0397860	BLACK HAWK CO.RECORDER	7.00			11/04/22
		RCD:LIEN RELEASE PORTER-234 CLARK DRIVE								
746		05/23	AP	11/03/22	0397860	BLACK HAWK CO.RECORDER	7.00			11/04/22
		RCD:LIEN RELEASE CEDAR PAK-1612 W.1ST ST.								
ACCOUNT TOTAL							281.00	.00	281.00	
101-1199-441.89-13 MISCELLANEOUS SERVICES / CONTINGENCY										
746		05/23	AP	10/15/22	0397862	CEDAR FALLS UTILITIES	162.89			11/04/22
		UTILITIES THRU 10/15/22								
596		04/23	AP	10/03/22	0006506	PROFESSIONAL SOLUTIONS	21.77			11/02/22
		SEPTEMBER CREDIT CARD FEE								
ACCOUNT TOTAL							184.66	.00	184.66	

PREPARED 11/14/2022, 13:01:53
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 3
 ACCOUNTING PERIOD 04/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1199-441.89-14 MISCELLANEOUS SERVICES / REFUNDS										
764		05/23 AP		11/04/22	0397870	BLACK HAWK CO. CLERK OF COURT CITATION-NOORWALA PAID TO CITY BY MISTAKE	149.80		11/08/22	
ACCOUNT TOTAL							149.80	0.00	149.80	
101-2205-432.88-17 OUTSIDE AGENCIES / CEDAR FALLS BAND										
798		05/23 AP		11/10/22	0397891	CEDAR FALLS MUNICIPAL BAND PROPERTY TAX PAYMENT	1,306.47		11/14/22	
ACCOUNT TOTAL							1,306.47	0.00	1,306.47	
101-2235-412.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES										
596		04/23 AP		10/03/22	0006514	PROFESSIONAL SOLUTIONS	928.06		11/02/22	
						SEPTEMBER CREDIT CARD FEE				
596		04/23 AP		10/03/22	0006515	PROFESSIONAL SOLUTIONS	514.45		11/02/22	
						SEPTEMBER CREDIT CARD FEE				
ACCOUNT TOTAL							1,442.51	0.00	1,442.51	
101-2253-423.85-01 UTILITIES / UTILITIES										
746		05/23 AP		10/15/22	0397862	CEDAR FALLS UTILITIES UTILITIES THRU 10/15/22	447.31		11/04/22	
ACCOUNT TOTAL							447.31	0.00	447.31	
101-2253-423.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES										
596		04/23 AP		10/03/22	0006517	PROFESSIONAL SOLUTIONS	6.95		11/02/22	
						SEPTEMBER CREDIT CARD FEE				
596		04/23 AP		10/03/22	0006518	PROFESSIONAL SOLUTIONS	6.95		11/02/22	
						SEPTEMBER CREDIT CARD FEE				
596		04/23 AP		10/03/22	0006504	PROFESSIONAL SOLUTIONS	458.28		11/02/22	
						SEPTEMBER CREDIT CARD FEE				
596		04/23 AP		10/03/22	0006507	PROFESSIONAL SOLUTIONS	371.88		11/02/22	
						SEPTEMBER CREDIT CARD FEE				
ACCOUNT TOTAL							844.06	0.00	844.06	
101-2280-423.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES										
596		04/23 AP		10/11/22	0006482	CLOVER APP	12.66		11/02/22	
						MERCHANT SUBSCRIPTION FEE				
596		04/23 AP		10/03/22	0006519	PROFESSIONAL SOLUTIONS	6.95		11/02/22	
						SEPTEMBER CREDIT CARD FEE				
596		04/23 AP		10/03/22	0006507	PROFESSIONAL SOLUTIONS	38.27		11/02/22	
						SEPTEMBER CREDIT CARD FEE				

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FUND 101 GENERAL FUND										
101-2280-423.89-15						MISCELLANEOUS SERVICES / CREDIT CARD CHARGES				
596		04/23 AP		10/03/22	0006509	PROFESSIONAL SOLUTIONS	78.86			11/02/22
						SEPTEMBER CREDIT CARD FEE				
						ACCOUNT TOTAL	136.74	.00	136.74	
101-4511-414.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT										
596		04/23 AP		10/11/22	0006502	ISOLVED BENEFIT SERVICES, INC	72.96			11/02/22
						HEALTH INS REIMBURSEMENT				
596		04/23 AP		10/11/22	0006502	ISOLVED BENEFIT SERVICES, INC	17.40			11/02/22
						HEALTH INS REIMBURSEMENT				
596		04/23 AP		10/11/22	0006502	ISOLVED BENEFIT SERVICES, INC	100.00			11/02/22
						HEALTH INS REIMBURSEMENT				
						ACCOUNT TOTAL	190.36	.00	190.36	
101-4511-414.85-01 UTILITIES / UTILITIES										
746		05/23 AP		10/15/22	0397862	CEDAR FALLS UTILITIES	391.97			11/04/22
						UTILITIES THRU 10/15/22				
						ACCOUNT TOTAL	391.97	.00	391.97	
101-5521-415.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT										
596		04/23 AP		10/11/22	0006502	ISOLVED BENEFIT SERVICES, INC	15.50			11/02/22
						HEALTH INS REIMBURSEMENT				
						ACCOUNT TOTAL	15.50	.00	15.50	
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
786		05/23 AP		10/27/22	0397883	DOUGAN JR, SCOTT	144.00			11/10/22
						RMB:DAMAGED EYEGLASSES				
746		05/23 AP		10/15/22	0397862	CEDAR FALLS UTILITIES	36.33			11/04/22
						UTILITIES THRU 10/15/22				
596		04/23 AP		10/03/22	0006505	PROFESSIONAL SOLUTIONS	19.98			11/02/22
						SEPTEMBER CREDIT CARD FEE				
						ACCOUNT TOTAL	200.31	.00	200.31	
101-5521-415.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT										
746		05/23 AP		10/16/22	0397859	BARRON, CARSON	175.00			11/04/22
						RMB:OPT.EQUIP.-POUCHES				
						AMAZON.COM				
						ACCOUNT TOTAL	175.00	.00	175.00	

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FUND 101 GENERAL FUND									
101-5521-415.83-05					TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)				
786		05/23 AP		11/04/22	0397885 LECHTENBERG, AUSTIN	134.81		11/10/22	
					RMB:MEALS-FTO SCHOOL CORALVILLE				
798		05/23 AP		11/04/22	0397893 FEY, THOMAS	111.74		11/14/22	
					RMB:MEALS-FTO SCHOOL CORALVILLE				
723		05/23 AP		10/27/22	0397832 ROSS, MAXTON	163.72		11/02/22	
					RMB:TRAVEL-MERRITT TRNG. ANKENY				
					ACCOUNT TOTAL	410.27	.00	410.27	
101-5521-415.83-06 TRANSPORTATION&EDUCATION / EDUCATION									
723		05/23 AP		07/07/22	0397831 IOWA I.A.I.	75.00		11/02/22	
					REG:'22 EDUC.CONF.-M.BELZ ANKENY				
					ACCOUNT TOTAL	75.00	.00	75.00	
101-5521-415.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE									
746		05/23 AP		10/21/22	0397865 RYAN, CAITLIN	160.50		11/04/22	
					RMB:UNIFORM ALLOWANCE 5.11TACTICAL.COM				
746		05/23 AP		10/20/22	0397868 ZIKUDA, HANNA	23.54		11/04/22	
					RMB:UNIFORM ALLOWANCE DICK'S SPORTING GOODS				
746		05/23 AP		10/18/22	0397864 LADAGE, ZACH	184.54		11/04/22	
					RMB:UNIFORM ALLOWANCE HOKA.COM				
					ACCOUNT TOTAL	368.58	.00	368.58	
101-6613-433.85-01 UTILITIES / UTILITIES									
746		05/23 AP		10/15/22	0397862 CEDAR FALLS UTILITIES	305.79		11/04/22	
					UTILITIES THRU 10/15/22				
					ACCOUNT TOTAL	305.79	.00	305.79	
101-6616-446.85-01 UTILITIES / UTILITIES									
746		05/23 AP		10/15/22	0397862 CEDAR FALLS UTILITIES	49.24		11/04/22	
					UTILITIES THRU 10/15/22				
					ACCOUNT TOTAL	49.24	.00	49.24	
101-6623-423.85-01 UTILITIES / UTILITIES									
746		05/23 AP		10/15/22	0397862 CEDAR FALLS UTILITIES	319.25		11/04/22	
					UTILITIES THRU 10/15/22				
					ACCOUNT TOTAL	319.25	.00	319.25	

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FUND 101 GENERAL FUND										
101-6633-423.85-01						UTILITIES / UTILITIES				
746		05/23 AP		10/15/22	0397862	CEDAR FALLS UTILITIES	1,061.77			11/04/22
						UTILITIES THRU 10/15/22				
						ACCOUNT TOTAL	1,061.77	.00	1,061.77	
						FUND TOTAL	12,872.69	.00	12,872.69	
FUND 203 TAX INCREMENT FINANCING										
203-0000-487.50-05						TRANSFERS OUT / TRANSFERS - TIF				
798		05/23 AP		11/10/22	0397892	DEBT SERVICE	260,619.28			11/14/22
						PROPERTY TAX PAYMENT				
798		05/23 AP		11/10/22	0397890	CAPITAL PROJECTS FUND	67,495.40			11/14/22
						PROPERTY TAX PAYMENT				
798		05/23 AP		11/10/22	0397890	CAPITAL PROJECTS FUND	275.14			11/14/22
						PROPERTY TAX PAYMENT				
798		05/23 AP		11/10/22	0397890	CAPITAL PROJECTS FUND	11,802.52			11/14/22
						PROPERTY TAX PAYMENT				
798		05/23 AP		11/10/22	0397890	CAPITAL PROJECTS FUND	14,270.60			11/14/22
						PROPERTY TAX PAYMENT				
						ACCOUNT TOTAL	354,462.94	.00	354,462.94	
						FUND TOTAL	354,462.94	.00	354,462.94	
FUND 206 STREET CONSTRUCTION FUND										
206-6637-436.64-02						INSURANCE / HEALTH INS. REIMBURSEMENT				
596		04/23 AP		10/11/22	0006502	ISOLVED BENEFIT SERVICES, INC	40.00			11/02/22
						HEALTH INS REIMBURSEMENT				
						ACCOUNT TOTAL	40.00	.00	40.00	
206-6637-436.72-56						OPERATING SUPPLIES / FLOOD CONTROL				
746		05/23 AP		10/15/22	0397862	CEDAR FALLS UTILITIES	135.43			11/04/22
						UTILITIES THRU 10/15/22				
						ACCOUNT TOTAL	135.43	.00	135.43	
206-6647-436.85-01						UTILITIES / UTILITIES				
746		05/23 AP		10/15/22	0397862	CEDAR FALLS UTILITIES	1,206.18			11/04/22
						UTILITIES THRU 10/15/22				
						ACCOUNT TOTAL	1,206.18	.00	1,206.18	

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FUND 206 STREET CONSTRUCTION FUND									
FUND TOTAL							1,381.61	.00	1,381.61
FUND 215 HOSPITAL FUND									
FUND 216 POLICE BLOCK GRANT FUND									
FUND 217 SECTION 8 HOUSING FUND									
FUND 223 COMMUNITY BLOCK GRANT									
FUND 224 TRUST & AGENCY									
FUND 242 STREET REPAIR FUND									
FUND 254 CABLE TV FUND									
254-1088-431.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT									
596		04/23	AP	10/11/22	0006502	ISOLVED BENEFIT SERVICES, INC HEALTH INS REIMBURSEMENT	60.00		11/02/22
ACCOUNT TOTAL							60.00	.00	60.00
254-1088-431.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
596		04/23	AP	10/03/22	0006506	PROFESSIONAL SOLUTIONS SEPTEMBER CREDIT CARD FEE	1.04		11/02/22
ACCOUNT TOTAL							1.04	.00	1.04
254-1088-431.89-18 MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING									
764		05/23	AP	11/05/22	0397872	DEWITT, JASON UNI FOOTBALL-S.DAKOTA ST. CAMERA OPERATOR	200.00		11/08/22
PROJECT#: 756									
764		05/23	AP	11/05/22	0397879	STOW, CHRISTIAN UNI FOOTBALL-S.DAKOTA ST. CAMERA OPERATOR	200.00		11/08/22
PROJECT#: 756									
764		05/23	AP	11/05/22	0397869	BENSON, ERIC UNI FOOTBALL-S.DAKOTA ST. CAMERA OPERATOR	200.00		11/08/22
PROJECT#: 756									
764		05/23	AP	11/05/22	0397874	HUNT, PHILLIP UNI FOOTBALL-S.DAKOTA ST. CAMERA OPERATOR	200.00		11/08/22
PROJECT#: 756									
764		05/23	AP	11/05/22	0397871	CORNWELL, JOSEPH GLEN UNI FOOTBALL-S.DAKOTA ST. CAMERA OPERATOR	100.00		11/08/22
PROJECT#: 756									
764		05/23	AP	11/04/22	0397877	SIMPSON, MARK CF FBALL PLAYOFFS-VALLEY ANNOUNCER	125.00		11/08/22
PROJECT#: 759									
764		05/23	AP	11/04/22	0397875	JOACHIM, JOHN D CF FBALL PLAYOFFS-VALLEY ANNOUNCER	125.00		11/08/22
PROJECT#: 759									
764		05/23	AP	11/04/22	0397876	KRESS, AGNES M CF FBALL PLAYOFFS-VALLEY CAMERA OPERATOR	100.00		11/08/22
PROJECT#: 759									
764		05/23	AP	11/04/22	0397880	SURMA, JOSEPH EDWARD	100.00		11/08/22

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FUND 254 CABLE TV FUND										
254-1088-431.89-18 MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING						continued				
CF FBALL PLAYOFFS-VALLEY						CAMERA OPERATOR				
PROJECT#:	759									
764	05/23 AP	11/04/22	0397872	DEWITT, JASON		100.00			11/08/22	
CF FBALL PLAYOFFS-VALLEY						CAMERA OPERATOR				
PROJECT#:	759									
723	05/23 AP	10/28/22	0397833	STOW, CHRISTIAN		100.00			11/02/22	
CF FB-1ST ROUND PLAYOFFS						CAMERA OPERATOR				
PROJECT#:	759									
764	05/23 AP	10/22/22	0397871	CORNWELL, JOSEPH GLEN		100.00			11/08/22	
UNI FOOTBALL-MISSOURI ST.						CAMERA OPERATOR				
PROJECT#:	756									
764	05/23 AP	10/15/22	0397871	CORNWELL, JOSEPH GLEN		100.00			11/08/22	
UNI FOOTBALL-UTAH TECH.						CAMERA OPERATOR				
PROJECT#:	756									
764	05/23 AP	10/08/22	0397871	CORNWELL, JOSEPH GLEN		100.00			11/08/22	
UNI FOOTBALL-ILLINOIS ST.						CAMERA OPERATOR				
PROJECT#:	756									
786	05/23 AP	10/08/22	0397884	KRESS, AGNES M		200.00			11/10/22	
UNI FOOTBALL-ILLINOIS ST.						CAMERA OP.-REISSUE#397747				
PROJECT#:	756									
ACCOUNT TOTAL							2,050.00	.00	2,050.00	
FUND TOTAL							2,111.04	.00	2,111.04	
FUND 258 PARKING FUND										
258-5531-435.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
596	04/23 AP	10/03/22	0006511	PROFESSIONAL SOLUTIONS		285.85			11/02/22	
SEPTEMBER CREDIT CARD FEE										
596	04/23 AP	10/03/22	0006512	PROFESSIONAL SOLUTIONS		105.20			11/02/22	
SEPTEMBER CREDIT CARD FEE										
596	04/23 AP	10/03/22	0006513	PROFESSIONAL SOLUTIONS		347.44			11/02/22	
SEPTEMBER CREDIT CARD FEE										
596	04/23 AP	10/03/22	0006505	PROFESSIONAL SOLUTIONS		13.62			11/02/22	
SEPTEMBER CREDIT CARD FEE										
596	04/23 AP	10/03/22	0006506	PROFESSIONAL SOLUTIONS		35.96			11/02/22	
SEPTEMBER CREDIT CARD FEE										
ACCOUNT TOTAL							788.07	.00	788.07	
FUND TOTAL							788.07	.00	788.07	

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FUND 261 TOURISM & VISITORS										
261-2291-423.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT										
596		04/23	AP	10/11/22	0006502	ISOLVED BENEFIT SERVICES, INC	100.00			11/02/22
HEALTH INS REIMBURSEMENT										
596		04/23	AP	10/11/22	0006502	ISOLVED BENEFIT SERVICES, INC	400.00			11/02/22
HEALTH INS REIMBURSEMENT										
ACCOUNT TOTAL							500.00	.00	500.00	
261-2291-423.73-57 OTHER SUPPLIES / GIFT SHOP										
596		04/23	AP	10/03/22	0006510	PROFESSIONAL SOLUTIONS	27.14			11/02/22
SEPTEMBER CREDIT CARD FEE										
ACCOUNT TOTAL							27.14	.00	27.14	
261-2291-423.85-01 UTILITIES / UTILITIES										
746		05/23	AP	10/15/22	0397862	CEDAR FALLS UTILITIES	79.67			11/04/22
UTILITIES THRU 10/15/22										
ACCOUNT TOTAL							79.67	.00	79.67	
FUND TOTAL							606.81	.00	606.81	
FUND 262 SENIOR SERVICES & COMM CT										
262-1092-423.87-01 RENTALS / RENTALS										
798		05/23	AP	11/09/22	0397895	KEEPSAKE QUILTERS GUILD	250.00			11/14/22
REFUND-SECURITY DEPOSIT										
ACCOUNT TOTAL							250.00	.00	250.00	
FUND TOTAL							250.00	.00	250.00	
FUND 291 POLICE FORFEITURE FUND										
291-5521-415.89-41 MISCELLANEOUS SERVICES / POLICE EQUIPMENT										
746		05/23	AP	11/04/22	0397861	BLACK HAWK CO.SHERIFF	206.00			11/04/22
D.GRAVES GARNISHMENT DAMARIAE GRAVES										
ACCOUNT TOTAL							206.00	.00	206.00	
FUND TOTAL							206.00	.00	206.00	

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FUND 292 POLICE RETIREMENT FUND									
292-5521-415.54-01 WORKERS COMP / POLICE WORKERS COMP									
596		04/23	AP	10/18/22	0006486 EMC RISK SERVICES, LLC	225.00		11/02/22	
					WORKER COMP-POLICE ADMIN				
596		04/23	AP	10/18/22	0006486 EMC RISK SERVICES, LLC	2,029.57		11/02/22	
					WORKER COMP-POLICE CLAIM				
					ACCOUNT TOTAL	2,254.57	.00	2,254.57	
					FUND TOTAL	2,254.57	.00	2,254.57	
FUND 293 FIRE RETIREMENT FUND									
293-4511-414.54-02 WORKERS COMP / FIRE WORKERS COMP									
596		04/23	AP	10/18/22	0006486 EMC RISK SERVICES, LLC	2,014.10		11/02/22	
					WORKER COMP-FIRE CLAIM				
596		04/23	AP	10/18/22	0006486 EMC RISK SERVICES, LLC	5,054.24		11/02/22	
					WORKER COMP-FIRE CLAIM				
					MERCADO SPECIAL REQUEST				
					ACCOUNT TOTAL	7,068.34	.00	7,068.34	
					FUND TOTAL	7,068.34	.00	7,068.34	
FUND 294 LIBRARY RESERVE									
FUND 295 SOFTBALL PLAYER CAPITAL									
FUND 296 GOLF CAPITAL									
FUND 297 REC FACILITIES CAPITAL									
FUND 298 HEARST CAPITAL									
FUND 311 DEBT SERVICE FUND									
FUND 402 WASHINGTON PARK FUND									
FUND 404 FEMA									
404-1220-431.92-37 STRUCTURE IMPROV & BLDGS / BUYOUT DEMOLITIONS									
723		05/23	AP	10/31/22	0397830 BLACK HAWK CO.TREASURER	26.54		11/02/22	
					3198-FLOOD BUYOUT-MEHMEN				
					SHORTAGE ON PREV.PAYMENT				
					PROJECT#: 023198				
723		05/23	AP	10/31/22	0397830 BLACK HAWK CO.TREASURER	97.39		11/02/22	
					3198-FLOOD BUYOUT-BRANDT				
					SHORTAGE ON PREV.PAYMENT				
					PROJECT#: 023198				
					ACCOUNT TOTAL	123.93	.00	123.93	
					FUND TOTAL	123.93	.00	123.93	

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FUND 405						FLOOD RESERVE FUND				
FUND 407						VISION IOWA PROJECT				
FUND 408						STREET IMPROVEMENT FUND				
FUND 410						CORONAVIRUS LOCAL RELIEF				
FUND 430						2004 TIF BOND				
FUND 431						2014 BOND				
FUND 432						2003 BOND				
FUND 433						2001 TIF				
FUND 434						2000 BOND				
FUND 435						1999 TIF				
FUND 436						2012 BOND				
FUND 437						2018 BOND				
FUND 438						2020 BOND FUND				
FUND 439						2022 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				
596				04/23	AP 10/10/22 0006496	IOWA DEPT.OF REVENUE	180.16			11/02/22
						MONTHLY SALES TAX				
						COMMERCIAL GARBAGE A/R				
						ACCOUNT TOTAL	180.16	.00	180.16	
551-6685-436.64-02						INSURANCE / HEALTH INS. REIMBURSEMENT				
596				04/23	AP 10/11/22 0006502	ISOLVED BENEFIT SERVICES, INC	46.76			11/02/22
						HEALTH INS REIMBURSEMENT				
						ACCOUNT TOTAL	46.76	.00	46.76	
551-6685-436.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES				
596				04/23	AP 10/03/22 0006516	PROFESSIONAL SOLUTIONS	526.71			11/02/22
						SEPTEMBER CREDIT CARD FEE				
596				04/23	AP 10/03/22 0006506	PROFESSIONAL SOLUTIONS	13.13			11/02/22
						SEPTEMBER CREDIT CARD FEE				
						ACCOUNT TOTAL	539.84	.00	539.84	

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FUND 551 REFUSE FUND									
551-6685-746		436.85-01		05/23 AP 10/15/22	0397862	UTILITIES / UTILITIES CEDAR FALLS UTILITIES UTILITIES THRU 10/15/22	45.47		11/04/22
ACCOUNT TOTAL							45.47	.00	45.47
551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN									
551-6685-786		436.87-02		05/23 AP 10/31/22	0397881	BLACK HAWK CO.LANDFILL LANDFILL SRV:10/17-10/31 10/17/22-10/31/22	19,903.82		11/10/22
ACCOUNT TOTAL							19,903.82	.00	19,903.82
551-6685-436.89-04 MISCELLANEOUS SERVICES / SALES TAX									
551-6685-596		436.89-04		04/23 AP 10/10/22	0006496	IOWA DEPT.OF REVENUE MONTHLY SALES TAX COMMERCIAL GARBAGE	168.14		11/02/22
ACCOUNT TOTAL							168.14	.00	168.14
FUND TOTAL							20,884.19	.00	20,884.19
FUND 552 SEWER RENTAL FUND									
552-6655-746		436.85-01		05/23 AP 10/15/22	0397862	UTILITIES / UTILITIES CEDAR FALLS UTILITIES UTILITIES THRU 10/15/22	3,181.06		11/04/22
ACCOUNT TOTAL							3,181.06	.00	3,181.06
552-6665-436.86-33 REPAIR & MAINTENANCE / SLUDGE REMOVAL									
552-6665-786		436.86-33		05/23 AP 10/31/22	0397881	BLACK HAWK CO.LANDFILL LANDFILL SRV:10/17-10/31 10/17/22-10/31/22	48.17		11/10/22
ACCOUNT TOTAL							48.17	.00	48.17
552-6665-436.89-04 MISCELLANEOUS SERVICES / SALES TAX									
552-6665-596		436.89-04		04/23 AP 10/10/22	0006496	IOWA DEPT.OF REVENUE MONTHLY SALES TAX COMMERCIAL SEWER	10,671.92		11/02/22
ACCOUNT TOTAL							10,671.92	.00	10,671.92
FUND TOTAL							13,901.15	.00	13,901.15

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FUND 553 2004 SEWER BOND										
FUND 555 STORM WATER UTILITY										
555-6630-432.92-01						STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS				
723		05/23 AP		11/01/22	0397829	BLACK HAWK CO.RECORDER	22.00			11/02/22
						MUKAI-WARRANTY DEED				
PROJECT#:					023215					
723		05/23 AP		11/01/22	0397829	BLACK HAWK CO.RECORDER	5.00			11/02/22
						MUKAI-DEED FEE				
PROJECT#:					023215					
ACCOUNT TOTAL							27.00	0.00	27.00	
FUND TOTAL							27.00	0.00	27.00	
FUND 570 SEWER ASSESSMENT										
FUND 606 DATA PROCESSING FUND										
606-1078-441.82-10						COMMUNICATION / TELEPHONE HOLDING ACCOUNT				
786		05/23 AP		11/01/22	0397882	CENTURYLINK	73.44			11/10/22
						CITY PHONE SERV.-NOV'22				
746		05/23 AP		10/19/22	0397867	VERIZON WIRELESS	1,633.21			11/04/22
						WIRELESS SRV:10/20-11/19				10/20-11/19/22
746		05/23 AP		10/06/22	0397866	U.S. CELLULAR	2,731.90			11/04/22
						WIRELESS SRV:10/6-11/5/22				
ACCOUNT TOTAL							4,438.55	0.00	4,438.55	
FUND TOTAL							4,438.55	0.00	4,438.55	
FUND 680 HEALTH INSURANCE FUND										
680-1902-457.51-01						INSURANCE / HEALTH INSURANCE				
596		04/23 AP		10/31/22	0006491	EXPRESS SCRIPTS, INC.	6,738.59			11/02/22
						RX CLAIMS PROCESSING				
596		04/23 AP		10/28/22	0006527	WELLMARK IOWA	54,551.24			11/02/22
						HEALTH CLAIMS PROCESSING				
596		04/23 AP		10/25/22	0006528	WEX HEALTH, INC.	119.85			11/02/22
						COBRA MONTHLY ADMIN FEE				
596		04/23 AP		10/24/22	0006490	EXPRESS SCRIPTS, INC.	18,002.47			11/02/22
						RX CLAIMS PROCESSING				
596		04/23 AP		10/21/22	0006526	WELLMARK IOWA	36,158.50			11/02/22
						HEALTH CLAIMS PROCESSING				
596		04/23 AP		10/17/22	0006489	EXPRESS SCRIPTS, INC.	22,330.66			11/02/22
						RX CLAIMS PROCESSING				
596		04/23 AP		10/14/22	0006525	WELLMARK IOWA	43,968.62			11/02/22
						HEALTH CLAIMS PROCESSING				
596		04/23 AP		10/11/22	0006488	EXPRESS SCRIPTS, INC.	30,520.25			11/02/22
						RX CLAIMS PROCESSING				
596		04/23 AP		10/03/22	0006487	EXPRESS SCRIPTS, INC.	10,507.28			11/02/22

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FUND 680 HEALTH INSURANCE FUND										
680-1902-457.51-01 INSURANCE / HEALTH INSURANCE continued										
596		04/23 AP		10/03/22	0006524	WELLMARK IOWA RX CLAIMS PROCESSING HEALTH CLAIMS PROCESSING	51,799.05			11/02/22
ACCOUNT TOTAL							274,696.51	.00	274,696.51	
680-1902-457.51-06 INSURANCE / DENTAL INSURANCE										
596		04/23 AP		10/03/22	0006485	DELTA DENTAL OF IOWA OCTOBER 2022 DENTAL	7,886.60			11/02/22
ACCOUNT TOTAL							7,886.60	.00	7,886.60	
FUND TOTAL							282,583.11	.00	282,583.11	
FUND 681 HEALTH SEVERANCE										
681-1902-457.51-10 INSURANCE / HEALTH SEVERANCE PAYMENTS										
786		05/23 AP		11/07/22	0397887	REGENOLD, SHARON K. RMB:OCT.2022 HEALTH SEV.	261.17			11/10/22
786		05/23 AP		11/04/22	0397886	LUX, JOSH RMB:HEALTH SEV.1/2 OCT'22	105.27			11/10/22
786		05/23 AP		11/04/22	0397886	LUX, JOSH RMB:HEALTH SEV.1/2 OCT'22	105.27			11/10/22
ACCOUNT TOTAL							471.71	.00	471.71	
FUND TOTAL							471.71	.00	471.71	
FUND 682 HEALTH INSURANCE - FIRE										
FUND 685 VEHICLE MAINTENANCE FUND										
FUND 686 PAYROLL FUND										
686-0000-222.01-00 PAYROLL LIABILITY / FEDERAL TAXES										
596		04/23 AP		10/24/22	0006521	UNITED STATES TREASURY FEDERAL WITHHOLDING TAX	69,279.12			11/02/22
596		04/23 AP		10/11/22	0006520	UNITED STATES TREASURY FEDERAL WITHHOLDING TAX	66,568.37			11/02/22
ACCOUNT TOTAL							135,847.49	.00	135,847.49	
686-0000-222.02-00 PAYROLL LIABILITY / STATE WITHHOLDING										
596		04/23 AP		10/24/22	0006498	IOWA DEPT.OF REVENUE STATE WITHHOLDING TAX	29,631.08			11/02/22
596		04/23 AP		10/11/22	0006497	IOWA DEPT.OF REVENUE STATE WITHHOLDING TAX	28,681.50			11/02/22

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FUND 686 PAYROLL FUND									
686-0000-222.02-00 PAYROLL LIABILITY / STATE WITHHOLDING							continued		
ACCOUNT TOTAL							58,312.58	.00	58,312.58
686-0000-222.03-00 PAYROLL LIABILITY / FICA									
596		04/23 AP		10/24/22	0006521	UNITED STATES TREASURY	77,513.18		11/02/22
						SS & MQGE MEDICARE TAX	10/21/22 PAYROLL		
596		04/23 AP		10/11/22	0006520	UNITED STATES TREASURY	76,182.24		11/02/22
						SS & MQGE MEDICARE TAX	10/07/22 PAYROLL		
ACCOUNT TOTAL							153,695.42	.00	153,695.42
686-0000-222.04-00 PAYROLL LIABILITY / IPERS									
596		04/23 AP		10/25/22	0006495	I.P.E.R.S.	144,349.78		11/02/22
						IPERS OCTOBER 2022			
ACCOUNT TOTAL							144,349.78	.00	144,349.78
686-0000-222.05-00 PAYROLL LIABILITY / OTHER DEDUCTIONS PAYABLE									
596		04/23 AP		10/24/22	0006484	COLLECTION SERVICES CENTER	611.85		11/02/22
						CHILD SUPPORT PAYMENTS	10/21/22 PAYROLL		
596		04/23 AP		10/21/22	0006501	ISOLVED BENEFIT SERVICES, INC	6,558.82		11/02/22
						CAFETERIA PLAN	10/21/22 PAYROLL		
596		04/23 AP		10/19/22	0006523	VOYA FINANCIAL	8,830.45		11/02/22
						EMPLOYEE 457 CONTRIBUTION	10/21/22 PAYROLL		
596		04/23 AP		10/11/22	0006483	COLLECTION SERVICES CENTER	611.85		11/02/22
						CHILD SUPPORT PAYMENTS	10/07/22 PAYROLL		
596		04/23 AP		10/07/22	0006499	ISOLVED BENEFIT SERVICES, INC	6,558.82		11/02/22
						CAFETERIA PLAN	10/07/22 PAYROLL		
596		04/23 AP		10/05/22	0006522	VOYA FINANCIAL	9,005.45		11/02/22
						EMPLOYEE 457 CONTRIBUTION	10/07/22 PAYROLL		
ACCOUNT TOTAL							32,177.24	.00	32,177.24
686-0000-222.14-00 PAYROLL LIABILITY / POLICE & FIRE RETIREMENT									
596		04/23 AP		10/25/22	0006503	MUNICIPAL FIRE & POLICE RETIR	161,229.57		11/02/22
						MPFRSI RETIREMENT			
ACCOUNT TOTAL							161,229.57	.00	161,229.57
FUND TOTAL							685,612.08	.00	685,612.08

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FUND 687 WORKERS COMPENSATION FUND										
687-1902-457.51-02 INSURANCE / WORKERS COMP INSURANCE										
596		04/23	AP	10/18/22	0006486	EMC RISK SERVICES, LLC	675.00		11/02/22	
596		04/23	AP	10/18/22	0006486	EMC RISK SERVICES, LLC	7,310.82		11/02/22	
						WORKER COMP CLAIM				
						ACCOUNT TOTAL	7,985.82	.00	7,985.82	
						FUND TOTAL	7,985.82	.00	7,985.82	
FUND 688 LTD INSURANCE FUND										
FUND 689 LIABILITY INSURANCE FUND										
689-1902-457.51-05 INSURANCE / LIABILITY INSURANCE										
596		04/23	AP	10/18/22	0006486	EMC RISK SERVICES, LLC	245.00		11/02/22	
596		04/23	AP	10/18/22	0006486	EMC RISK SERVICES, LLC	6,416.67		11/02/22	
						LIABILITY CLAIM				
						ACCOUNT TOTAL	6,661.67	.00	6,661.67	
						FUND TOTAL	6,661.67	.00	6,661.67	
FUND 724 TRUST & AGENCY										
724-0000-487.50-01 TRANSFERS OUT / TRANSFERS TO GENERAL FUND										
798		05/23	AP	11/10/22	0397894	GENERAL FUND	114,510.67		11/14/22	
						PROPERTY TAX PAYMENT				
						ACCOUNT TOTAL	114,510.67	.00	114,510.67	
						FUND TOTAL	114,510.67	.00	114,510.67	
FUND 727 GREENWOOD CEMETERY P-CARE										
FUND 728 FAIRVIEW CEMETERY P-CARE										
FUND 729 HILLSIDE CEMETERY P-CARE										
FUND 790 FLOOD LEVY										
						GRAND TOTAL	1,519,201.95	.00	1,519,201.95	

COUNCIL INVOICES FOR 11/21/22 MEETING

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FUND 101 GENERAL FUND											
101-1008-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES											
	783		05/23 AP 11/08/22		0000000		OFFICE EXPRESS OFFICE PRODUCT	22.27		11/14/22	
			COPY PAPER, STICKY NOTES								
	740		05/23 AP 11/03/22		0000000		OFFICE EXPRESS OFFICE PRODUCT	12.30		11/14/22	
			DESK CALENDAR REFILLS								
	725		05/23 AP 10/31/22		0000000		OFFICE EXPRESS OFFICE PRODUCT	12.78		11/14/22	
			LEGAL NOTEPADS								
	783		05/23 AP 10/31/22		0000000		CULLIGAN WATER CONDITIONING	16.51		11/14/22	
			WATER-606 UNION ROAD								
	713		05/23 AP 10/28/22		0000000		OFFICE EXPRESS OFFICE PRODUCT	5.23		11/14/22	
			COMMAND PICTURE HANGERS								
	717		05/23 AP 10/17/22		0141556		US BANK	79.20		11/03/22	
			AMZN MKTP US*1K9EJ4752				KIM/AMY/KATIE/SHIANNE				
			ACCOUNT TOTAL					148.29	.00	148.29	
101-1008-441.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)											
	725		05/23 AP 10/20/22		0000000		HOLIDAY INN-CONFERENCE CENTER	112.00		11/14/22	
			HOTEL-IMFOA CONF-DANIELSE				DES MOINES 10/20-10/21/22				
	725		05/23 AP 10/20/22		0000000		HOLIDAY INN-CONFERENCE CENTER	112.00		11/14/22	
			HOTEL-IMFOA CONF-BREITBAC				DES MOINES 10/20-10/21/22				
			ACCOUNT TOTAL					224.00	.00	224.00	
101-1008-441.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE											
	779		05/23 AP 11/03/22		0000000		SHRED-IT USA	52.38		11/14/22	
			ON-SITE DOC. DESTRUCTION				TICKET #8150470686				
			ACCOUNT TOTAL					52.38	.00	52.38	
101-1026-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES											
	783		05/23 AP 11/08/22		0000000		OFFICE EXPRESS OFFICE PRODUCT	4.56		11/14/22	
			COPY PAPER, STICKY NOTES								
	725		05/23 AP 10/31/22		0000000		OFFICE EXPRESS OFFICE PRODUCT	5.11		11/14/22	
			LEGAL NOTEPADS								
	783		05/23 AP 10/31/22		0000000		CULLIGAN WATER CONDITIONING	6.61		11/14/22	
			WATER-606 UNION ROAD								
			ACCOUNT TOTAL					16.28	.00	16.28	
101-1028-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES											
	783		05/23 AP 11/08/22		0000000		OFFICE EXPRESS OFFICE PRODUCT	26.79		11/14/22	
			COPY PAPER, STICKY NOTES								
	725		05/23 AP 10/31/22		0000000		OFFICE EXPRESS OFFICE PRODUCT	17.03		11/14/22	
			LEGAL NOTEPADS								
	783		05/23 AP 10/31/22		0000000		CULLIGAN WATER CONDITIONING	22.02		11/14/22	

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FUND 101 GENERAL FUND										
101-1028-441.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				continued
						WATER-606 UNION ROAD				
						ACCOUNT TOTAL	65.84	.00	65.84	
101-1028-441.83-05						TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)				
725				05/23	AP 10/20/22 0000000	HOLIDAY INN-CONFERENCE CENTER	112.00			11/14/22
						HOTEL-IMFOA CONF-ROEDING				DES MOINES 10/20-10/21/22
						ACCOUNT TOTAL	112.00	.00	112.00	
101-1038-441.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
783				05/23	AP 11/08/22 0000000	OFFICE EXPRESS OFFICE PRODUCT	17.60			11/14/22
						COPY PAPER, STICKY NOTES				
725				05/23	AP 10/31/22 0000000	OFFICE EXPRESS OFFICE PRODUCT	5.11			11/14/22
						LEGAL NOTEPADS				
783				05/23	AP 10/31/22 0000000	CULLIGAN WATER CONDITIONING	6.61			11/14/22
						WATER-606 UNION ROAD				
						ACCOUNT TOTAL	29.32	.00	29.32	
101-1038-441.81-09						PROFESSIONAL SERVICES / HUMAN RIGHTS COMMISSION				
783				05/23	AP 11/08/22 0000000	OFFICE EXPRESS OFFICE PRODUCT	1.74			11/14/22
						COPY PAPER				
717				05/23	AP 10/12/22 0141556	US BANK	80.00			11/03/22
						GROW CEDAR VALLEY				REGISTRATION:JULIE KLIEGL
						ACCOUNT TOTAL	81.74	.00	81.74	
101-1038-441.81-49						PROFESSIONAL SERVICES / BACKGROUND CHECK				
717				05/23	AP 10/05/22 0141556	US BANK	259.00			11/03/22
						ONE SOURCE THE BACKGROUND				ONE SCOURCE BACKGROUND CK
						ACCOUNT TOTAL	259.00	.00	259.00	
101-1038-441.81-53						PROFESSIONAL SERVICES / JOB NOTICES				
717				05/23	AP 10/05/22 0141556	US BANK	119.95			11/03/22
						LINKEDIN 7492725216				LINKEDIN-7492725216
717				05/23	AP 10/03/22 0141556	US BANK	114.00			11/03/22
						ONLINE JOB ADS INDEED				INDEED JOB APPLIES
						ACCOUNT TOTAL	233.95	.00	233.95	
101-1038-441.81-55						PROFESSIONAL SERVICES / EMPLOYEE ASSISTANCE PROG				

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FUND 101 GENERAL FUND									
101-1038-441.81-55					PROFESSIONAL SERVICES / EMPLOYEE ASSISTANCE PROG				
783		05/23 AP		10/31/22	0000000 MERCYONE	525.00			11/14/22
					EMPL.ASSISTANCE PROGRAM				
					ACCOUNT TOTAL	525.00	.00	525.00	
101-1038-441.83-06 TRANSPORTATION&EDUCATION / EDUCATION									
717		05/23 AP		09/22/22	0141556 US BANK	317.90			11/03/22
717		05/23 AP		09/22/22	0141556 US BANK	70.00			11/03/22
					GETMEREREGISTERED EVENTS IOWA SHRM STATE CONFERENC				
					GROW CEDAR VALLEY GROW CV D&I SUMMIT				
					ACCOUNT TOTAL	387.90	.00	387.90	
101-1048-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
783		05/23 AP		11/08/22	0000000 OFFICE EXPRESS OFFICE PRODUCT	3.59			11/14/22
725		05/23 AP		10/31/22	0000000 OFFICE EXPRESS OFFICE PRODUCT	2.55			11/14/22
783		05/23 AP		10/31/22	0000000 CULLIGAN WATER CONDITIONING	3.30			11/14/22
					COPY PAPER, STICKY NOTES				
					LEGAL NOTEPADS				
					WATER-606 UNION ROAD				
					ACCOUNT TOTAL	9.44	.00	9.44	
101-1048-441.81-29 PROFESSIONAL SERVICES / LEGAL CONSULTANTS									
783		05/23 AP		11/04/22	0000000 SWISHER & COHRT, P.L.C.	76.00			11/14/22
783		05/23 AP		10/28/22	0000000 AHLERS AND COONEY, P.C.	100.00			11/14/22
					LGL:MISCELLANEOUS MATTERS 10/07-10/20/22				
					LGL:AUDITOR REQ.&RESPONSE 10/17/22				
					ACCOUNT TOTAL	176.00	.00	176.00	
101-1048-441.83-06 TRANSPORTATION&EDUCATION / EDUCATION									
717		05/23 AP		10/17/22	0141556 US BANK	150.00			11/03/22
					IOWA STATE BAR ASSOCIATIO LABOR LAW SEMINAR:K ROGER				
					ACCOUNT TOTAL	150.00	.00	150.00	
101-1060-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
718		05/23 AP		10/10/22	0141556 US BANK	5.49			11/03/22
718		05/23 AP		10/03/22	0141556 US BANK	44.39			11/03/22
718		05/23 AP		09/30/22	0141556 US BANK	54.14			11/03/22
					AMZN MKTP US*1K8UL2QU0 DEPARTING EMPLOYEE CARD				
					AMZN MKTP US*149RQ3ZH2 D BATTERIES (24)				
					AMZN MKTP US*148PB9ZK1 FINE POINT SHARPIES				

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FUND 101 GENERAL FUND								
101-1060-423.71-01					OFFICE SUPPLIES / OFFICE SUPPLIES			
718		05/23 AP		09/26/22	0141556 US BANK	11.99		11/03/22
					AMZN MKTP US*1U6NA8T82 GRABBER TOOL			
718		05/23 AP		09/21/22	0141556 US BANK	13.45		11/03/22
					O DONNELL ACE HARDWARE KEY COPIES			
					ACCOUNT TOTAL	129.46	.00	129.46
101-1060-423.72-99 OPERATING SUPPLIES / POSTAGE								
718		05/23 AP		10/17/22	0141556 US BANK	7.55		11/03/22
					USPS PO 1814940913 POSTAGE			
					ACCOUNT TOTAL	7.55	.00	7.55
101-1060-423.81-91 PROFESSIONAL SERVICES / LICENSES & SERVICE CONTRT								
718		05/23 AP		10/12/22	0141556 US BANK	80.00		11/03/22
					INTUIT *QBOOKS ONLINE QUICKBOOKS MONTHLY SUB.			
					ACCOUNT TOTAL	80.00	.00	80.00
101-1060-423.83-06 TRANSPORTATION&EDUCATION / EDUCATION								
718		05/23 AP		09/26/22	0141556 US BANK	15.00		11/03/22
					STATE LIBRARY OF IOWA DISASTER PREPARDNESS REG.			
718		05/23 AP		09/22/22	0141556 US BANK	10.00		11/03/22
					U OF M MINITEX II OL DIGITAL COLLECTIONS WEBINAR			
					ACCOUNT TOTAL	25.00	.00	25.00
101-1060-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS								
718		05/23 AP		10/17/22	0141556 US BANK	36.94		11/03/22
					AMAZON.COM*HT7CB5QA1 AMZN ADULT BOOKS (MEM SCHMIDT)			
718		05/23 AP		10/04/22	0141556 US BANK	19.95		11/03/22
					AMAZON.COM*144HE2KT0 ADULT BOOKS (MEM FOTL)			
					ACCOUNT TOTAL	56.89	.00	56.89
101-1060-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM								
718		05/23 AP		10/17/22	0141556 US BANK	21.98		11/03/22
					AMAZON.COM*HT3T415Y1 AMZN FOTL:YOUTH-YOUTH BOOKS			
718		05/23 AP		10/17/22	0141556 US BANK	9.55		11/03/22
					AMZN MKTP US*HT9V98ILO AM FOTL:COLAB-KNIFE SHEATH			
718		05/23 AP		10/14/22	0141556 US BANK	16.90		11/03/22
					WM SUPERCENTER #753 FOTL:YOUTH-SNACKS			
718		05/23 AP		10/14/22	0141556 US BANK	21.48		11/03/22
					WAL-MART #0753 FOTL:COLAB-DISH PAN, SOAP,			

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FUND 101 GENERAL FUND								
101-1060-423.89-33					MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM			continued
718		05/23 AP		10/12/22	0141556 US BANK	9.87		11/03/22
					AMZN MKTP US*1K4A80PK2 FOTL:YUTH-BRICK SEPARATOR			
718		05/23 AP		10/10/22	0141556 US BANK	9.78		11/03/22
					HY-VEE CEDAR FALLS 1052 FOTL:YOUTH-SNACKS			
718		05/23 AP		10/06/22	0141556 US BANK	134.94		11/03/22
					AMAZON.COM*143M76IV1 FOTL:ADULT-ADULT BOOKS			
718		05/23 AP		10/04/22	0141556 US BANK	21.84		11/03/22
					AMAZON.COM*147AX2BD1 FOTL:ADULT-ADULT BOOKS			
718		05/23 AP		10/03/22	0141556 US BANK	11.54		11/03/22
					AMZN MKTP US*147VY11Z0 FOTL:YOUTH-GUMMY CANDY			
718		05/23 AP		10/03/22	0141556 US BANK	39.32		11/03/22
					AMZN MKTP US*142M01A72 FOTL:YOUTH-EYES, LIGHTS,			
718		05/23 AP		10/03/22	0141556 US BANK	50.08		11/03/22
					AMZN MKTP US*143W28AN2 FOTL:YOUTH-DESK ORGANZERS			
718		05/23 AP		09/29/22	0141556 US BANK	18.49		11/03/22
					AMZN MKTP US*1U25H0YU0 FOTL:YOUTH-BROCHURE HOLDR			
718		05/23 AP		09/26/22	0141556 US BANK	17.95		11/03/22
					AMZN MKTP US*1U1DL58S1 AM FOTL:YA-BANDANAS			
718		05/23 AP		09/23/22	0141556 US BANK	28.68		11/03/22
					WM SUPERCENTER #753 FOTL:YOUTH-SNACKS			
					ACCOUNT TOTAL	412.40	.00	412.40
101-1061-423.71-11 OFFICE SUPPLIES / TECHNICAL PROCESSING SUPP								
718		05/23 AP		09/21/22	0141556 US BANK	179.00		11/03/22
					B2B PRIME*1U7JA3FD1 AMAZON PRIME RENEWAL 1-YR			
					ACCOUNT TOTAL	179.00	.00	179.00
101-1061-423.81-91 PROFESSIONAL SERVICES / LICENSES & SERVICE CONTRT								
718		05/23 AP		10/20/22	0141556 US BANK	299.00		11/03/22
					PROPAY INC- FEE@PROPAY.CO PROPAY 1-YR RENEWAL			
					ACCOUNT TOTAL	299.00	.00	299.00
101-1061-423.89-19 MISCELLANEOUS SERVICES / CO-LAB MATERIALS								
718		05/23 AP		10/03/22	0141556 US BANK	68.95		11/03/22
					AMZN MKTP US*141UC2AM2 ROCKS & FELT			
718		05/23 AP		10/03/22	0141556 US BANK	16.67		11/03/22
					AMZN MKTP US*144HI5T92 SPIDER RINGS & GLITTER			
718		05/23 AP		10/03/22	0141556 US BANK	7.99		11/03/22
					AMAZON.COM*144KR4T82 PAINT PRIMER			
					ACCOUNT TOTAL	93.61	.00	93.61

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FUND 101 GENERAL FUND									
101-1061-423.89-20						MISCELLANEOUS SERVICES / ADULT BOOKS			
718		05/23 AP		10/17/22	0141556	US BANK	14.95		11/03/22
						AMAZON.COM*HT8LA2MR1 AMZN ADULT BOOKS			
718		05/23 AP		10/04/22	0141556	US BANK	13.56		11/03/22
						AMAZON.COM*144LS88G1 AMZN ADULT BOOKS			
718		05/23 AP		10/04/22	0141556	US BANK	30.99		11/03/22
						AMAZON.COM*142V74KK0 ADULT BOOKS			
718		05/23 AP		09/28/22	0141556	US BANK	13.02		11/03/22
						AMZN MKTP US*1U8RJ59F1 ADULT BOOKS			
718		05/23 AP		09/27/22	0141556	US BANK	43.41		11/03/22
						AMZN MKTP US*1U0KK3MW2 ADULT BOOKS			
718		05/23 AP		09/27/22	0141556	US BANK	84.54		11/03/22
						AMZN MKTP US*1U8QU02D0 ADULT BOOKS			
718		05/23 AP		09/26/22	0141556	US BANK	13.94		11/03/22
						AMAZON.COM*1U6WROCI2 AMZN ADULT BOOKS			
718		05/23 AP		09/26/22	0141556	US BANK	31.52		11/03/22
						AMAZON.COM*1U5NJ1820 AMZN ADULT BOOKS			
718		05/23 AP		09/26/22	0141556	US BANK	17.69		11/03/22
						AMAZON.COM*1U6BD2DT1 AMZN ADULT BOOKS			
718		05/23 AP		09/26/22	0141556	US BANK	18.39		11/03/22
						AMZN MKTP US*1U9PP4B30 ADULT BOOKS			
718		05/23 AP		09/26/22	0141556	US BANK	21.09		11/03/22
						AMZN MKTP US*1U1FQ16B1 ADULT BOOKS			
718		05/23 AP		09/26/22	0141556	US BANK	18.69		11/03/22
						AMZN MKTP US*1U5VL0611 ADULT BOOKS			
718		05/23 AP		09/23/22	0141556	US BANK	14.73		11/03/22
						AMZN MKTP US*1M16A7UC2 ADULT BOOKS			
718		05/23 AP		09/23/22	0141556	US BANK	18.75		11/03/22
						AMZN MKTP US*1M9KK4UW2 ADULT BOOKS			
						ACCOUNT TOTAL	355.27	.00	355.27
101-1061-423.89-22 MISCELLANEOUS SERVICES / YOUTH BOOKS									
718		05/23 AP		10/14/22	0141556	US BANK	20.79		11/03/22
						AMZN MKTP US*1K5WC8DZ2 YOUTH BOOKS			
718		05/23 AP		10/04/22	0141556	US BANK	33.98		11/03/22
						AMAZON.COM*144LS88G1 AMZN YOUTH BOOKS			
718		05/23 AP		10/04/22	0141556	US BANK	11.29		11/03/22
						AMZN MKTP US*143BD8200 YOUTH BOOKS			
718		05/23 AP		10/04/22	0141556	US BANK	45.98		11/03/22
						AMZN MKTP US*147UQ0G42 YOUTH BOOKS			
718		05/23 AP		10/03/22	0141556	US BANK	10.56		11/03/22
						AMZN MKTP US*1474N44L2 YOUTH BOOKS			
718		05/23 AP		09/28/22	0141556	US BANK	22.25		11/03/22
						AMZN MKTP US*1U1J14UU0 YOUTH BOOKS			
						ACCOUNT TOTAL	144.85	.00	144.85

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FUND 101 GENERAL FUND									
101-1061-423.89-24 MISCELLANEOUS SERVICES / ADULT AUDIO									
718		05/23	AP	09/26/22	0141556	US BANK	11.97		11/03/22
						AMAZON.COM*1U0FW2651			
						ADULT CD MUSIC			
						ACCOUNT TOTAL	11.97	.00	11.97
101-1061-423.89-25 MISCELLANEOUS SERVICES / ADULT VIDEO									
718		05/23	AP	10/10/22	0141556	US BANK	24.90		11/03/22
						AMZN MKTP US*1K5X30LL2			
						ADULT VIDEOS			
718		05/23	AP	10/10/22	0141556	US BANK	72.42		11/03/22
						AMZN MKTP US*1K9LI8XK1			
						ADULT VIDEOS			
718		05/23	AP	10/07/22	0141556	US BANK	33.41		11/03/22
						AMZN MKTP US*1433A1KZ2			
						ADULT VIDEOS			
718		05/23	AP	10/03/22	0141556	US BANK	21.49		11/03/22
						AMAZON.COM*144WL9PI1			
						ADULT VIDEOS			
718		05/23	AP	09/27/22	0141556	US BANK	104.80		11/03/22
						AMAZON.COM*1U4MS22B1			
						ADULT VIDEOS			
718		05/23	AP	09/26/22	0141556	US BANK	63.57		11/03/22
						AMZN MKTP US*1U9PP4B30			
						ADULT VIDEOS			
						ACCOUNT TOTAL	320.59	.00	320.59
101-1061-423.89-26 MISCELLANEOUS SERVICES / NON-PRINT RESOURCES									
718		05/23	AP	10/04/22	0141556	US BANK	49.99		11/03/22
						AMZN MKTP US*147BK8GU2			
						YOUNG ADULT VIDEO GAMES			
						ACCOUNT TOTAL	49.99	.00	49.99
101-1061-423.89-31 MISCELLANEOUS SERVICES / PERIODICALS									
718		05/23	AP	09/26/22	0141556	US BANK	30.00		11/03/22
						COMMON SENSE PLUS			
						1 YR. SUB. COMMON SENSE			
						ACCOUNT TOTAL	30.00	.00	30.00
101-1061-423.89-36 MISCELLANEOUS SERVICES / YOUTH VIDEO									
718		05/23	AP	10/03/22	0141556	US BANK	53.88		11/03/22
						AMZN MKTP US*1425J2082			
						YOUTH VIDEOS			
718		05/23	AP	09/29/22	0141556	US BANK	16.95		11/03/22
						AMZN MKTP US*1U3GC8702			
						YOUTH VIDEOS			
						ACCOUNT TOTAL	70.83	.00	70.83
101-1061-423.89-37 MISCELLANEOUS SERVICES / YOUNG ADULT AUDIO									
718		05/23	AP	10/04/22	0141556	US BANK	25.23		11/03/22
						AMAZON.COM*141VI2KH0			
						YOUNG ADULT CD BOOKS			

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FUND 101 GENERAL FUND									
101-1061-423.89-37 MISCELLANEOUS SERVICES / YOUNG ADULT AUDIO						continued			
ACCOUNT TOTAL							25.23	.00	25.23
101-1061-423.89-38 MISCELLANEOUS SERVICES / YOUNG ADULT VIDEO									
718		05/23	AP	10/03/22	0141556	US BANK	19.96		11/03/22
						AMZN MKTP US*1425J2082			
ACCOUNT TOTAL							19.96	.00	19.96
101-1061-423.89-47 MISCELLANEOUS SERVICES / LIBRARY OF THINGS									
718		05/23	AP	10/17/22	0141556	US BANK	44.90		11/03/22
						AMZN MKTP US*HT3QQ5QO1			
718		05/23	AP	10/17/22	0141556	US BANK	21.96		11/03/22
						AMZN MKTP US*HT9YI3LO2			
718		05/23	AP	10/03/22	0141556	US BANK	28.79		11/03/22
						AMZN MKTP US*147CQ6X91			
ACCOUNT TOTAL							95.65	.00	95.65
101-1118-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
783		05/23	AP	11/08/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.74		11/14/22
						COPY PAPER			
717		05/23	AP	10/06/22	0141556	US BANK	159.00		11/03/22
						MICHAELS STORES 1246			
						PROJECT#: 023231			
ACCOUNT TOTAL							160.74	.00	160.74
101-1118-441.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)									
717		05/23	AP	10/13/22	0141556	US BANK	20.05		11/03/22
						FIVE GUYS GA 1583 QSR			
717		05/23	AP	10/13/22	0141556	US BANK	9.77		11/03/22
						STARBUCKS STORE 08320			
717		05/23	AP	10/13/22	0141556	US BANK	20.01		11/03/22
						QT 559			
717		05/23	AP	10/13/22	0141556	US BANK	301.93		11/03/22
						AC HOTEL MIDTOWN ATL			
717		05/23	AP	10/13/22	0141556	US BANK	12.00		11/03/22
						DES MOINES AIRPORT AUTHOR			
717		05/23	AP	10/13/22	0141556	US BANK	15.23		11/03/22
						FIVE GUYS GA 1583 QSR			
717		05/23	AP	10/13/22	0141556	US BANK	313.62		11/03/22
						AC HOTEL MIDTOWN ATL			
717		05/23	AP	10/12/22	0141556	US BANK	15.49		11/03/22
						ARUGULA AND RYE			
						LUNCH 10/10/2022			

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FUND 101 GENERAL FUND							
101-1118	441.83-05		TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)				
717	05/23 AP	10/12/22	0141556	US BANK	15.48		11/03/22
			ARUGULA AND RYE	DAVID WICKE-ATLANTA, GA			
	ACCOUNT TOTAL				723.58	.00	723.58
101-1158	441.71-01		OFFICE SUPPLIES / OFFICE SUPPLIES				
783	05/23 AP	11/08/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.74		11/14/22
				COPY PAPER			
783	05/23 AP	11/04/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	27.75		11/14/22
				DISPLAY PROTECTOR			
	ACCOUNT TOTAL				29.49	.00	29.49
101-1199	421.31-45		HUMAN DEVELOPMENT GRANTS / REC TRAIL GRANTS				
753	05/23 AP	11/01/22	0000000	LANDSCAPE FORMS INC	4,240.00		11/14/22
				MEMORIAL BENCHES			
	ACCOUNT TOTAL				4,240.00	.00	4,240.00
101-1199	441.72-19		OPERATING SUPPLIES / PRINTING				
783	05/23 AP	10/31/22	0000000	CIVICPLUS	1,244.69		11/14/22
				40 COPIES SUPPLEMENT #14			
783	05/23 AP	10/28/22	0000000	COURIER LEGAL COMMUNICATIONS	23.42		11/14/22
				PH NTC-RIVERBANK IMPROV.			
783	05/23 AP	10/28/22	0000000	COURIER LEGAL COMMUNICATIONS	22.25		11/14/22
				PH NTC-MAIN STREET			
783	05/23 AP	10/28/22	0000000	COURIER LEGAL COMMUNICATIONS	22.83		11/14/22
				PH NTC-EASEMENT			
783	05/23 AP	10/26/22	0000000	COURIER LEGAL COMMUNICATIONS	184.47		11/14/22
				PH NTC-FINANCIAL REPORT			
783	05/23 AP	10/25/22	0000000	COURIER LEGAL COMMUNICATIONS	574.94		11/14/22
				MINUTES/RECEIPTS 10/17MTG			
783	05/23 AP	10/12/22	0000000	COURIER LEGAL COMMUNICATIONS	398.03		11/14/22
				MINUTES/RECEIPTS 10/3 MTG			
783	05/23 AP	10/07/22	0000000	COURIER LEGAL COMMUNICATIONS	21.66		11/14/22
				PH NTC-ZONING			
783	05/23 AP	10/07/22	0000000	COURIER LEGAL COMMUNICATIONS	27.52		11/14/22
				ORDINANCE #3017			
783	05/23 AP	10/07/22	0000000	COURIER LEGAL COMMUNICATIONS	51.52		11/14/22
				ORDINANCE #3016			
783	05/23 AP	10/04/22	0000000	COURIER LEGAL COMMUNICATIONS	42.16		11/14/22
				9/26 SPECIAL MTG-RAILROAD			
783	05/23 AP	09/30/22	0000000	COURIER LEGAL COMMUNICATIONS	477.64		11/14/22
				MINUTES/RECEIPTS 9/19 MTG			
783	05/23 AP	09/21/22	0000000	COURIER LEGAL COMMUNICATIONS	28.10		11/14/22
				PH NTC-PUBLIC HEARINGS9/28			

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FUND 101 GENERAL FUND										
101-1199-441.72-19						OPERATING SUPPLIES / PRINTING				
783		05/23 AP		08/30/22	0000000	COURIER LEGAL COMMUNICATIONS	39.81			11/14/22
						PH NTC-REQ FOR PROPOSALS				
						ACCOUNT TOTAL	3,159.04	.00	3,159.04	
101-1199-441.81-02 PROFESSIONAL SERVICES / AUDIT										
783		05/23 AP		10/31/22	0000000	EIDE BAILLY, LLP	10,000.00			11/14/22
						COMPLETION AUDIT-FY2022				
						YEAR ENDED 06/30/2022				
						ACCOUNT TOTAL	10,000.00	.00	10,000.00	
101-2205-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
740		05/23 AP		11/02/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	.91			11/14/22
						YELLOW COPY PAPER				
						ACCOUNT TOTAL	.91	.00	.91	
101-2235-412.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
740		05/23 AP		11/03/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	43.56			11/14/22
						APPT BOOK, DESK CALENDAR				
740		05/23 AP		11/02/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	3.26			11/14/22
						YELLOW COPY PAPER				
717		05/23 AP		10/17/22	0141556	US BANK	39.60			11/03/22
						AMZN MKTP US*1K9EJ4752				
						L REITER/D VELIC				
						ACCOUNT TOTAL	86.42	.00	86.42	
101-2235-412.72-11 OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES										
717		05/23 AP		10/07/22	0141556	US BANK	516.00			11/03/22
						INT'L CODE COUNCIL INC				
717		05/23 AP		10/05/22	0141556	US BANK	238.54			11/03/22
						IAPMO				
						BOOKS				
						ACCOUNT TOTAL	754.54	.00	754.54	
101-2235-412.72-16 OPERATING SUPPLIES / TOOLS										
725		05/23 AP		11/01/22	0000000	O'DONNELL ACE HARDWARE	53.68			11/14/22
						TAPE MEASURER/LEVEL				
						ACCOUNT TOTAL	53.68	.00	53.68	
101-2235-412.72-17 OPERATING SUPPLIES / UNIFORMS										
740		05/23 AP		11/02/22	0000000	SERVICEWEAR APPAREL, INC.	27.88			11/14/22

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FUND 101 GENERAL FUND								
101-2235-412.72-17 OPERATING SUPPLIES / UNIFORMS						continued		
740		05/23 AP		11/02/22	00000000 UNIFORM-A SPRAY POLOS SERVICEWEAR APPAREL, INC.	76.58		11/14/22
740		05/23 AP		11/02/22	00000000 UNIFORM-J HENDERSON HOODIE, POLO SERVICEWEAR APPAREL, INC.	33.68		11/14/22
740		05/23 AP		11/01/22	00000000 UNIFORM-J MAI LS SHIRT SERVICEWEAR APPAREL, INC.	76.95		11/14/22
740		05/23 AP		11/01/22	00000000 UNIFORM-J CRAIG POLOS SERVICEWEAR APPAREL, INC.	127.66		11/14/22
740		05/23 AP		11/01/22	00000000 UNIFORM-A SPRAY HOODIES SERVICEWEAR APPAREL, INC.	283.16		11/14/22
					UNIFORM-J CASTLE POLOS, SWEATERS, FLEECE			
ACCOUNT TOTAL						625.91	.00	625.91
101-2235-412.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES								
783		05/23 AP		11/02/22	00000000 THOMPSON SHOES	144.50		11/14/22
717		05/23 AP		10/10/22	01415556 SAFETY SHOES-M ASCHE PO# 56778 US BANK	93.07		11/03/22
					SHUBEE SAFETY SUPPLIES			
ACCOUNT TOTAL						237.57	.00	237.57
101-2235-412.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS								
717		05/23 AP		10/20/22	01415556 STATE FIRE MARSHAL DIV EL US BANK	2.06		11/03/22
717		05/23 AP		10/20/22	01415556 STATE FIRE MARSHAL DIV EL DUES - MARK STURM US BANK	75.00		11/03/22
ACCOUNT TOTAL						77.06	.00	77.06
101-2235-412.83-06 TRANSPORTATION&EDUCATION / EDUCATION								
717		05/23 AP		09/28/22	01415556 PAYPAL *IOWA CHAPTE IOWA NOV-GROUNDING/BONDING US BANK	50.00		11/03/22
717		05/23 AP		09/27/22	01415556 IAPMO REFUND-CERT RENEW-J MAI US BANK	70.00	70.00	11/03/22
717		05/23 AP		09/21/22	01415556 IAPMO ONLINE CERT RENEW-J MAI US BANK	70.00		11/03/22
ACCOUNT TOTAL						120.00	70.00	50.00
101-2245-442.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES								
740		05/23 AP		11/03/22	00000000 WALL PLANNERS OFFICE EXPRESS OFFICE PRODUCT	53.52		11/14/22
740		05/23 AP		11/02/22	00000000 YELLOW COPY PAPER OFFICE EXPRESS OFFICE PRODUCT	2.61		11/14/22

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GROUP	PO	ACCTG	----	TRANSACTION	----	DESCRIPTION	DEBITS	CREDITS	CURRENT		
NBR	NBR	PER.	CD	DATE	NUMBER				BALANCE		
									POST DT		
FUND 101 GENERAL FUND											
101-2245-442.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				continued	
717		05/23 AP		10/17/22	0141556	US BANK	19.80			11/03/22	
		AMZN MKTP		US*1K9EJ4752		JOANNE GOODRICH					
		ACCOUNT TOTAL						75.93	.00		75.93
101-2245-442.83-04						TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS					
717		05/23 AP		10/04/22	0141556	US BANK	341.00			11/03/22	
		AMERICAN PLANNING A				DUES & MEMBERSHIP-C SEVY					
717		05/23 AP		10/04/22	0141556	US BANK	341.00			11/03/22	
		AMERICAN PLANNING A				DUES & MEMBERSHIPS					
		ACCOUNT TOTAL						682.00	.00		682.00
101-2253-423.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES					
737		05/23 AP		10/31/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	23.22			11/14/22	
		NOTEBOOKS									
737		05/23 AP		10/28/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	11.76			11/14/22	
		BINDER CLIPS / CLIPBOARDS									
737		05/23 AP		10/27/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	68.83			11/14/22	
		HANGNING HOOKS / 3M									
717		05/23 AP		10/17/22	0141556	US BANK	28.38			11/03/22	
		AMZN MKTP		US*HT2AF4SY0		ACTIVITY ROOM 3D					
717		05/23 AP		09/27/22	0141556	US BANK	26.23			11/03/22	
		AMZN MKTP		US*1U3PY3M22 AM		MARKERS					
		ACCOUNT TOTAL						158.42	.00		158.42
101-2253-423.72-30						OPERATING SUPPLIES / REC CENTER EQUIP. & SUPP.					
787		05/23 AP		11/03/22	0000000	PRINT INNOVATIONS	45.00			11/14/22	
		DOOR SIGNS									
717		05/23 AP		09/30/22	0141556	US BANK	26.42			11/03/22	
		AMAZON.COM*142EB6LNO				GAME					
		ACCOUNT TOTAL						71.42	.00		71.42
101-2253-423.72-31						OPERATING SUPPLIES / YOUTH SPORTS EQUIPMENT					
737		05/23 AP		10/27/22	0000000	STICKFORT ELECTRIC CO., INC.	5,992.21			11/14/22	
		LIGHTING REPAIR/UPGRADE									
737		05/23 AP		10/12/22	0000000	XPRESSIONS	775.00			11/14/22	
		YOUTH PROGRAMS SHIRTS									
737		05/23 AP		10/12/22	0000000	XPRESSIONS	1,449.25			11/14/22	
		YOUTH PROGRAMS SHIRTS									
		ACCOUNT TOTAL						8,216.46	.00		8,216.46

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GROUP	PO	ACCTG	----TRANSACTION----		DESCRIPTION	DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE
								POST DT ----
FUND 101 GENERAL FUND								
101-2253-423.86-30					REPAIR & MAINTENANCE / MAINTENANCE & UPKEEP			
787		05/23	AP	11/01/22	0000000	49.99		11/14/22
					MENARDS-CEDAR FALLS			
787		05/23	AP	10/31/22	0000000	150.50		11/14/22
					TV MOUNT CYCLING ROOM			
787		05/23	AP	10/18/22	0000000	8,428.00		11/14/22
					OCT WATER SOFTNER SERV			
					SHERWIN-WILLIAMS COMPANY			
717		05/23	AP	10/17/22	0141556	41.30		11/03/22
					US BANK			
717		05/23	AP	10/14/22	0141556	799.99		11/03/22
					AMZN MKTP US*HT6GM9560			
					TITLE REPAIR			
717		05/23	AP	10/13/22	0141556	299.99		11/03/22
					US BANK			
717		05/23	AP	10/13/22	0141556	137.06		11/03/22
					AMAZON.COM*HT4AU7FX1			
					ACTIVITY ROOM TV			
717		05/23	AP	10/13/22	0141556		164.29	11/03/22
					US BANK			
					ACTIVITY ROOM			
717		05/23	AP	10/10/22	0141556	164.29		11/03/22
					MENARDS CEDAR FALLS IA			
					ACTIVITY ROOM SUPPLIES			
717		05/23	AP	10/10/22	0141556	20.67		11/03/22
					US BANK			
					ACTIVITY ROOM SUPPLIES			
717		05/23	AP	10/04/22	0141556	19.37		11/03/22
					O DONNELL ACE HARDWARE			
					ACTIVITY ROOM PROJECT			
717		05/23	AP	10/03/22	0141556	174.21		11/03/22
					US BANK			
					BRUSH,TAPE,SCREWS			
717		05/23	AP	10/03/22	0141556	20.76		11/03/22
					ULINE *SHIP SUPPLIES			
					UTILITY CART			
717		05/23	AP	09/30/22	0141556	33.45		11/03/22
					O DONNELL ACE HARDWARE			
					ACTIVITY ROOM SUPPLIES			
717		05/23	AP	09/29/22	0141556	17.67		11/03/22
					O DONNELL ACE HARDWARE			
					PAINT			
717		05/23	AP	09/28/22	0141556	339.96		11/03/22
					US BANK			
					ACTIVITY RM SUPPLIES			
717		05/23	AP	09/28/22	0141556	471.00		11/03/22
					AMZN MKTP US*1U6H47ID1			
					AR CHAIRS			
717		05/23	AP	09/22/22	0141556	1,598.00		11/03/22
					US BANK			
					PAINT SUPPLIES FOR CYCLE			
717		05/23	AP	09/21/22	0141556	12.69		11/03/22
					KEISER CORPORATION			
					BIKE MATS			
					HDMI CABLE FOR MTG RM			
					ACCOUNT TOTAL	12,778.90	164.29	12,614.61
101-2253-423.86-31 REPAIR & MAINTENANCE / THE FALLS REPAIR & MAINT.								
737		05/23	AP	10/21/22	0000000	276.99		11/14/22
					CARRICO AQUATIC RESOURCES INC			
717		05/23	AP	10/14/22	0141556	34.69		11/03/22
					DIVING BOARD PARTS			
					US BANK			
717		05/23	AP	09/30/22	0141556	28.38		11/03/22
					O DONNELL ACE HARDWARE			
					ANTIFREEZE / SAW BLADE			
					US BANK			
					DRILL PUMP/BATTERIES			

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FUND 101 GENERAL FUND									
101-2253-423.86-31						REPAIR & MAINTENANCE / THE FALLS REPAIR & MAINT.			continued
717		05/23 AP		09/28/22	0141556	US BANK	23.17		11/03/22
						O DONNELL ACE HARDWARE			
						YARD ROLLER HANGER			
						ACCOUNT TOTAL	363.23	.00	363.23
101-2280-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
791		05/23 AP		10/25/22	0000000	SIGNS & DESIGNS, INC.	70.00		11/14/22
						VINYL SIGNS FOR SIDE DOOR			
						WAY FINDING			
717		05/23 AP		10/06/22	0141556	US BANK	21.95		11/03/22
						BARNES & NOBLE #2168			
						OFFICE PLANNER			
						ACCOUNT TOTAL	91.95	.00	91.95
101-2280-423.72-70 OPERATING SUPPLIES / CLASSROOM SUPPLIES									
791		05/23 AP		11/09/22	0000000	MINNESOTA CLAY USA	186.75		11/14/22
						GLAZES,BRUSHES,CLAY			
791		05/23 AP		10/31/22	0000000	O'DONNELL ACE HARDWARE	66.71		11/14/22
						SPONGES,BUCKETS,GOGGLES,			
						SOAP FOR CERAMICS LAB			
717		05/23 AP		10/20/22	0141556	US BANK	181.82		11/03/22
						DISCOUNTSCH 8006272829			
						BELLS,GEMS,PAINT,PIPE			
717		05/23 AP		10/20/22	0141556	US BANK	13.92		11/03/22
						DBC*BLICK ART MATERIAL			
						SHRINK FILM			
717		05/23 AP		10/14/22	0141556	US BANK	83.89		11/03/22
						WM SUPERCENTER #753			
						WATERCOLOR,PAPER,SNACKS			
717		05/23 AP		10/14/22	0141556	US BANK	44.65		11/03/22
						MICHAELS STORES 1246			
						TEALIGHTS,FELT,RINGS			
717		05/23 AP		10/04/22	0141556	US BANK	82.91		11/03/22
						DBC*BLICK ART MATERIAL			
						PAINT AND PAPERS			
717		05/23 AP		10/03/22	0141556	US BANK	59.73		11/03/22
						OTC BRANDS INC			
						DECORATIONS,GAMES FOR			
717		05/23 AP		09/30/22	0141556	US BANK	118.65		11/03/22
						WAL-MART #0753			
						CARDSTOCK,TISSUE PAPER,			
717		05/23 AP		09/30/22	0141556	US BANK	209.17		11/03/22
						DBC*BLICK ART MATERIAL			
						PAINT, PAPER, CANVAS			
717		05/23 AP		09/23/22	0141556	US BANK	57.39		11/03/22
						MICHAELS STORES 1246			
						BEADS, PUMKINS,PLASTIC			
789		04/23 AP		07/30/22	0140976	O'DONNELL ACE HARDWARE	12.68		11/10/22
						DREMMEL/SANDING EQUIPMENT			
						FOR CERAMICS LAB			
						ACCOUNT TOTAL	1,118.27	.00	1,118.27
101-2280-423.72-71 OPERATING SUPPLIES / GALLERY SUPPLIES									
791		05/23 AP		10/27/22	0000000	SIGNS & DESIGNS, INC.	38.00		11/14/22
						VINYL LETTERING FOR			
						LASANSKY EXHIBITION			
717		05/23 AP		10/20/22	0141556	US BANK	32.95		11/03/22
						DIAMOND VOGEL PAINT #210			
						PAINT FOR GALLERY			

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FUND 101 GENERAL FUND									
101-2280-423.72-71						OPERATING SUPPLIES / GALLERY SUPPLIES	continued		
789		04/23 AP		09/29/22	0141505	O'DONNELL ACE HARDWARE BUCKETS, STUDIO EQUIP	40.93		11/10/22
						ACCOUNT TOTAL	111.88	.00	111.88
101-2280-423.72-74						OPERATING SUPPLIES / SERVICE/VOLUNTEER SUPP.			
717		05/23 AP		10/18/22	0141556	US BANK AMAZON.COM*HT4I79U31 AMZN	30.36		11/03/22
						ACCOUNT TOTAL	30.36	.00	30.36
101-2280-423.81-01						PROFESSIONAL SERVICES / PROFESSIONAL SERVICES			
791		05/23 AP		10/28/22	0000000	ARAMARK RUG SERVICES	9.84		11/14/22
						ACCOUNT TOTAL	9.84	.00	9.84
101-2280-423.81-06						PROFESSIONAL SERVICES / PRINTING & PUBLICATION			
791		05/23 AP		11/08/22	0000000	LEVERAGE PRINTING INC WINTER BROCHURE	1,041.66		11/14/22
						ACCOUNT TOTAL	1,041.66	.00	1,041.66
101-2280-423.81-61						PROFESSIONAL SERVICES / PROMOTIONS			
791		05/23 AP		10/31/22	0000000	IOWA PUBLIC RADIO, INC. IPR FALL ADS	117.60		11/14/22
717		05/23 AP		10/20/22	0141556	US BANK BUSY BEAVER BUTTON CO.	55.00		11/03/22
717		05/23 AP		10/19/22	0141556	US BANK FACEBK 395YWJBYN2	5.00		11/03/22
717		05/23 AP		10/03/22	0141556	US BANK FACEBK MRUMLJ7YN2	69.99		11/03/22
						ACCOUNT TOTAL	247.59	.00	247.59
101-2280-423.86-01						REPAIR & MAINTENANCE / REPAIR & MAINTENANCE			
791		05/23 AP		07/20/22	0000000	O'DONNELL ACE HARDWARE LIGHT BULBS FOR BUILDING	43.99		11/14/22
						ACCOUNT TOTAL	43.99	.00	43.99
101-2280-423.89-33						MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM			
791		05/23 AP		11/07/22	0000000	KAREN'S PRINT-RITE	830.46		11/14/22

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GROUP NBR	PO NBR	ACCTG PER.	CD	---TRANSACTION--- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-2280-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM						continued			
717				05/23 AP 10/05/22	0141556	FRIENDS FALL CAMPAIGN US BANK PRINTING	155.49		11/03/22
717				05/23 AP 09/26/22	0141556	HY-VEE CEDAR FALLS 1052 US BANK FOOD FOR RECEPTION.	112.00		11/03/22
						TST* SINGLESPEED BREWING FOOD FOR SETH THILL EVENT			
						ACCOUNT TOTAL	1,097.95	.00	1,097.95
101-2280-423.93-01 EQUIPMENT / EQUIPMENT									
789				04/23 AP 09/29/22	0141505	O'DONNELL ACE HARDWARE ACCOUNT CORRECTION BUCKETS, STUDIO EQUIP		40.93	11/10/22
789				04/23 AP 07/30/22	0140976	O'DONNELL ACE HARDWARE ACCOUNT CORRECTION DREMME/SANDING EQUIPMENT		12.68	11/10/22
						ACCOUNT TOTAL	.00	53.61	53.61-
101-4511-414.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
783				05/23 AP 11/08/22	0000000	OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	3.48		11/14/22
						ACCOUNT TOTAL	3.48	.00	3.48
101-4511-414.72-02 OPERATING SUPPLIES / LAUNDRY									
777				05/23 AP 10/28/22	0000000	ARAMARK	7.25		11/14/22
777				05/23 AP 10/28/22	0000000	TOWELS-STATION #1 ARAMARK	18.98		11/14/22
						TOWELS;MATS-PSS BUILDING			
						ACCOUNT TOTAL	26.23	.00	26.23
101-4511-414.72-07 OPERATING SUPPLIES / EMS/RESCUE SUPPLIES									
717				05/23 AP 10/13/22	0141556	US BANK VAULTLIFESTYLESHOP.COM PULSE OXIMETERS	134.97		11/03/22
						ACCOUNT TOTAL	134.97	.00	134.97
101-4511-414.72-09 OPERATING SUPPLIES / EQUIPMENT REPAIR									
777				05/23 AP 10/27/22	0000000	DENT TEK-IOWA LLC	125.00		11/14/22
777				05/23 AP 10/27/22	0000000	REPAIR SCRATCHES-FD#521 KOLOR TEK IOWA LLC	550.00		11/14/22
						REPAIR DENTS;PAINT-FD#521			
						ACCOUNT TOTAL	675.00	.00	675.00

GROUP	FO	ACCTG	---TRANSACTION---				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 101 GENERAL FUND									
101-4511-414.72-10 OPERATING SUPPLIES / FIRE PREVENTION									
717		05/23 AP		10/05/22	0141556	US BANK	26.56		11/03/22
						WAL-MART #0753			
						CHALK;FOOD BAG-FIRE PREV.			
						ACCOUNT TOTAL	26.56	.00	26.56
101-4511-414.73-06 OTHER SUPPLIES / BUILDING REPAIR									
779		05/23 AP		10/15/22	0000000	BMC AGGREGATES L.C.	76.20		11/14/22
						SAND-PARKING LOT LINES			
						PSS BUILDING			
717		05/23 AP		09/23/22	0141556	US BANK	319.50		11/03/22
						PEOPLES APPLIANCE			
						MICROWAVE			
						ACCOUNT TOTAL	395.70	.00	395.70
101-4511-414.73-10 OTHER SUPPLIES / HEADQUARTER SUPPLIES									
717		05/23 AP		10/05/22	0141556	US BANK	75.92		11/03/22
						LOWES #01712*			
						STORAGE TOTES			
782		05/23 AP		09/30/22	0000000	NAPA AUTO PARTS	1,067.93		11/14/22
						NAPA PARTS FIRE			
						ACCOUNT TOTAL	1,143.85	.00	1,143.85
101-4511-414.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)									
717		05/23 AP		09/22/22	0141556	US BANK	310.24		11/03/22
						HOMETOWN INN & SUITES			
						HTL-FIRE INSTR.II-SCHMIDT			
						ACCOUNT TOTAL	310.24	.00	310.24
101-4511-414.83-06 TRANSPORTATION&EDUCATION / EDUCATION									
717		05/23 AP		10/13/22	0141556	US BANK	370.00		11/03/22
						IOWA EMS ASSOCIATION			
						REG:'22 IEMSA CONF.-BROWN			
717		05/23 AP		09/29/22	0141556	US BANK	45.00		11/03/22
						IOWA CENTRAL CE			
						REG:ADV.VEH.EXTRIC.-GETZ			
						ACCOUNT TOTAL	415.00	.00	415.00
101-4511-414.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
777		05/23 AP		10/31/22	0000000	O'DONNELL ACE HARDWARE	18.48		11/14/22
						NUTS & BOLTS			
777		05/23 AP		10/26/22	0000000	PROSHIELD FIRE & SECURITY	335.00		11/14/22
						EXT. INSP./RECHARGE			
						1718 MAIN STREET			
717		05/23 AP		10/13/22	0141556	US BANK	1.28		11/03/22
						FAREWAY STORES			
						WATER-CLEAN FOG MACHINE			
						ACCOUNT TOTAL	354.76	.00	354.76

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NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE	
									POST DT	
FUND 101 GENERAL FUND										
101-4511-414.89-40						MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE				
777		05/23	AP	11/07/22	0000000	GALLS, LLC	69.14			11/14/22
777		05/23	AP	11/04/22	0000000	POLOS-MATT KRUEGER GALLS, LLC	159.42			11/14/22
717		05/23	AP	10/03/22	0141556	US BANK	1,022.77			11/03/22
717		05/23	AP	09/23/22	0141556	IN *IOWA SCREEN PRINTING US BANK	140.00			11/03/22
						SCHHEELS CEDAR FALLS SHOES-JOHN BOSTWICK				
						ACCOUNT TOTAL	1,391.33	.00		1,391.33
101-4511-414.93-01 EQUIPMENT / EQUIPMENT										
717		05/23	AP	09/30/22	0141556	US BANK TECHNICRAFT DESIGN INC SPRINKLER GUN	145.94			11/03/22
						ACCOUNT TOTAL	145.94	.00		145.94
101-5521-415.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
783		05/23	AP	11/08/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	3.48			11/14/22
779		05/23	AP	10/25/22	0000000	COPY PAPER OFFICE EXPRESS OFFICE PRODUCT	60.88			11/14/22
779		05/23	AP	10/25/22	0000000	RECEIPT BOOK;FILE RACK; BINDER CLIPS;TAPE GIBSON SPECIALTY CO.	208.25			11/14/22
779		05/23	AP	10/24/22	0000000	LABELING FOR FORMS-PD STOREY KENWORTHY	48.70			11/14/22
717		05/23	AP	10/18/22	0141556	#10 REGULAR ENVELOPES US BANK	150.84			11/03/22
717		05/23	AP	09/29/22	0141556	AMZN MKTP US*HT0U82JU2 MDC PRINTER PAPER US BANK	84.32			11/03/22
717		05/23	AP	09/26/22	0141556	AMZN MKTP US*1U48X92K2 AM PENS-BERTE US BANK	295.69			11/03/22
						AMZN MKTP US*1U8GD7TJ0 MDC PRINTER PAPER				
						ACCOUNT TOTAL	852.16	.00		852.16
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
779		05/23	AP	11/03/22	0000000	SHRED-IT USA	68.09			11/14/22
779		05/23	AP	11/03/22	0000000	ON-SITE DOC. DESTRUCTION TICKET #8150179487 SHRED-IT USA	68.09			11/14/22
779		05/23	AP	11/01/22	0000000	ON-SITE DOC. DESTRUCTION TICKET #8150753917 THOMSON REUTERS - WEST	299.93			11/14/22
779		05/23	AP	10/31/22	0000000	INVESTIGATIVE SOFTWARE 10/01/22-10/31/22 KWIK TRIP, INC.	800.00			11/14/22
777		05/23	AP	10/28/22	0000000	200 CAR WASH CARDS-PD ARAMARK	18.98			11/14/22
						TOWELS;MATS-PSS BUILDING				

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GROUP	PO	ACCTG	----	TRANSACTION----			DEBITS	CREDITS	CURRENT	
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE	
									POST DT	
FUND 101 GENERAL FUND										
101-5521-415.72-99 OPERATING SUPPLIES / POSTAGE						RETURN MOBILE GPS UNIT				continued
THE UPS STORE 5617										
ACCOUNT TOTAL							20.30	.00	20.30	
101-5521-415.73-06 OTHER SUPPLIES / BUILDING REPAIR										
779		05/23 AP		10/15/22	0000000	BMC AGGREGATES L.C.	76.20			11/14/22
						SAND-PARKING LOT LINES				11/03/22
717		05/23 AP		09/23/22	0141556	US BANK	319.50			
						PEOPLES APPLIANCE				
ACCOUNT TOTAL							395.70	.00	395.70	
101-5521-415.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										
779		05/23 AP		11/04/22	0000000	AT-SCENE LLC	4,500.00			11/14/22
						ICRIMEFIGHTER LITE				12/15/22-12/15/23
779		05/23 AP		11/02/22	0000000	MCKENNA MCNELLY PHOTOGRAPHY	65.00			11/14/22
						PROFESSIONAL PHOTOS				DYLAN SCHARNAU
779		05/23 AP		10/28/22	0000000	MCKENNA MCNELLY PHOTOGRAPHY	65.00			11/14/22
						PROFESSIONAL PHOTOS				HANNA ZIKUDA
ACCOUNT TOTAL							4,630.00	.00	4,630.00	
101-5521-415.81-70 PROFESSIONAL SERVICES / CONTRACT SERVICES										
779		05/23 AP		11/01/22	0000000	LEADS ONLINE LLC	5,211.00			11/14/22
						INVESTIGATION SYSTEM SERV				12/15/22-12/14/23
ACCOUNT TOTAL							5,211.00	.00	5,211.00	
101-5521-415.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
717		05/23 AP		10/20/22	0141556	US BANK	19.31			11/03/22
						CHARLOTTE'S 1				MEAL-SUPV.INVESTIG.UNITS
717		05/23 AP		10/19/22	0141556	US BANK	252.00			11/03/22
						JIMMY JOHNS - 2490 - M				MEALS-FIREARMS TRAINING
717		05/23 AP		10/14/22	0141556	US BANK	27.76			11/03/22
						SUBWAY 36515				MEALS-LUCK ACADEMY GRAD.
717		05/23 AP		10/13/22	0141556	US BANK	143.38			11/03/22
						THE OTHER PLACE EDALE				MEALS-FIREARMS TRAINING
717		05/23 AP		10/10/22	0141556	US BANK	76.62			11/03/22
						TST* LUCKYS ON 16TH				MEALS-COMMAND LEADERSHIP
717		05/23 AP		10/07/22	0141556	US BANK	368.00			11/03/22
						JIMMY JOHNS - 496				MEALS-UNI HOMECOMING
717		05/23 AP		10/07/22	0141556	US BANK	414.00			11/03/22
						JIMMY JOHNS - 496				MEALS-UNI HOMECOMING
717		05/23 AP		10/07/22	0141556	US BANK	210.00			11/03/22
						JIMMY JOHNS - 2490 - M				MEALS-FIREARMS TRAINING

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FUND 101 GENERAL FUND									
101-5521-415.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)						continued			
717		05/23 AP		10/06/22	0141556	US BANK	79.40		11/03/22
				JERSEYS PUB & GRUB		MEALS-COMMAND LEADERSHIP			
717		05/23 AP		10/05/22	0141556	US BANK	68.11		11/03/22
				WHISKEYJOSPUBANDGRUB		MEALS-COMMAND LEADERSHIP			
717		05/23 AP		10/04/22	0141556	US BANK	210.00		11/03/22
				JIMMY JOHNS - 2490 - M		MEALS-FIREARMS TRAINING			
717		05/23 AP		10/04/22	0141556	US BANK	61.34		11/03/22
				TORNADOS GRUB&PUB		MEALS-COMMAND LEADERSHIP			
717		05/23 AP		10/03/22	0141556	US BANK	179.20		11/03/22
				COURTYARD BY MARRIOTT-		HOTEL-LDRSHP TACT.-K.REA			
717		05/23 AP		10/03/22	0141556	US BANK	179.20		11/03/22
				COURTYARD BY MARRIOTT-		HTL.-LDRSHP.TACT.-GERZEMA			
717		05/23 AP		09/30/22	0141556	US BANK	50.41		11/03/22
				THE OTHER PLACE EDALE		MEALS-CENTRAL SQUARE TRNG			
717		05/23 AP		09/30/22	0141556	US BANK	23.05		11/03/22
				CHICK-FIL-A #03526		MEALS-LEADERSHIP TACTICS			
717		05/23 AP		09/30/22	0141556	US BANK	30.11		11/03/22
				MACHINE SHED URBANDALE		MEALS-LEADERSHIP TACTICS			
717		05/23 AP		09/30/22	0141556	US BANK	35.29		11/03/22
				GIT N GO 30		FUEL-LEADERSHIP TACTICS			
717		05/23 AP		09/29/22	0141556	US BANK	20.90		11/03/22
				APPLEBEES 7543		MEALS-LEADERSHIP TACTICS			
717		05/23 AP		09/29/22	0141556	US BANK	62.70		11/03/22
				CHEESECAKE DES MOINE		MEALS-LEADERSHIP TACTICS			
717		05/23 AP		09/28/22	0141556	US BANK	27.87		11/03/22
				SUBWAY 56292		MEALS-LEADERSHIP TACTICS			
717		05/23 AP		09/28/22	0141556	US BANK	104.28		11/03/22
				THE OTHER PLACE EDALE		MEALS-CENTRAL SQUARE TRNG			
717		05/23 AP		09/26/22	0141556	US BANK	559.18		11/03/22
				DOUBLE TREE DES MOINES		TRAVEL-OPEN SOURCE TRNG.			
717		05/23 AP		09/26/22	0141556	US BANK	529.28		11/03/22
				DOUBLE TREE DES MOINES		TRAVEL-OPEN SOURCE TRNG.			
717		05/23 AP		09/26/22	0141556	US BANK	2.10		11/03/22
				DOUBLE TREE DES MOINES		TRAVEL-OPEN SOURCE TRNG.			
717		05/23 AP		09/23/22	0141556	US BANK	37.54		11/03/22
				THE OTHER PLACE EDALE		MEALS-IN-SERVICE TRAINING			
717		05/23 AP		09/21/22	0141556	US BANK	65.04		11/03/22
				THE OTHER PLACE EDALE		MEALS-CENTRAL SQUARE TRNG			
ACCOUNT TOTAL							3,836.07	.00	3,836.07
101-5521-415.83-06 TRANSPORTATION&EDUCATION / EDUCATION									
717		05/23 AP		10/20/22	0141556	US BANK	88.98		11/03/22
				IOWA PRISON INDUSTRIES		FIREARMS INSTRUCTOR POLOS			
717		05/23 AP		10/17/22	0141556	US BANK	460.00		11/03/22
				GROW CEDAR VALLEY		REG:DIVERSITY & INCL.SUMM			
717		05/23 AP		10/14/22	0141556	US BANK	295.00		11/03/22
				WAVE - *ONTARGET SOLUTION		REG:SUPV.INVEST.-O'NEILL			

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FUND 101 GENERAL FUND									
101-5521-415.83-06						TRANSPORTATION&EDUCATION / EDUCATION	continued		
717		05/23	AP	09/21/22	0141556	US BANK	650.00		11/03/22
						PUBLIC AGENCY TRAINING			
						REG:HOST.NEGOT.-L.SCHMIDT			
						ACCOUNT TOTAL	1,493.98	.00	1,493.98
101-5521-415.83-08						TRANSPORTATION&EDUCATION / ACADEMY			
779		05/23	AP	10/19/22	0000000	CITY OF CEDAR RAPIDS	2,000.00		11/14/22
						50TH BASIC LEVEL ACADEMY			
						A.LUCK;6/6-10/14/22			
						ACCOUNT TOTAL	2,000.00	.00	2,000.00
101-5521-415.86-05						REPAIR & MAINTENANCE / EQUIPMENT REPAIRS			
779		05/23	AP	10/27/22	0000000	KUSTOM SIGNALS, INC.	85.00		11/14/22
						TUNING FORKS-PD#22			
779		05/23	AP	10/27/22	0000000	KOLOR TEK IOWA LLC	75.00		11/14/22
						REPAIR SCRATCHES-PD#22			
						ACCOUNT TOTAL	160.00	.00	160.00
101-6613-433.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES			
725		05/23	AP	11/01/22	0000000	BROWN'S SHOE FIT	158.95		11/14/22
						SAFETY SHOES-J HOOK			
						P.O. 56785			
782		05/23	AP	09/30/22	0000000	NAPA AUTO PARTS	306.19		11/14/22
						NAPA PARTS FOR CEMETERY			
						ACCOUNT TOTAL	465.14	.00	465.14
101-6616-446.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES			
782		05/23	AP	11/07/22	0000000	O'DONNELL ACE HARDWARE	3.69		11/14/22
						GLASS CLEANER			
PROJECT#:					062501				
782		05/23	AP	11/07/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	181.86		11/14/22
						TRASH LINERS			
PROJECT#:					062501				
783		05/23	AP	11/02/22	0000000	THOMPSON SHOES	170.00		11/14/22
						SAFETY SHOES-M BUCK			
						PO# 56766			
765		05/23	AP	10/28/22	0000000	O'DONNELL ACE HARDWARE	29.99		11/14/22
						LIGHT BULBS			
PROJECT#:					062506				
765		05/23	AP	10/28/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	86.42		11/14/22
						LINERS			
PROJECT#:					062501				
753		05/23	AP	10/27/22	0000000	MENARDS-CEDAR FALLS	20.94		11/14/22
						SPRAY PAINT			
PROJECT#:					062501				

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FUND 101 GENERAL FUND									
101-6616-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES						continued			
765		05/23	AP	10/27/22	0000000	O'DONNELL ACE HARDWARE	4.20		11/14/22
						SCREWS			
PROJECT#:		062501							
765		05/23	AP	10/27/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	34.59		11/14/22
						TOWELS			
PROJECT#:		062505							
782		05/23	AP	10/27/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	34.59		11/14/22
						TOWELS			
PROJECT#:		062505							
765		05/23	AP	10/26/22	0000000	O'DONNELL ACE HARDWARE	8.41		11/14/22
						THREADED RODS AND NUTS			
PROJECT#:		062501							
765		05/23	AP	10/26/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	222.78		11/14/22
						LINER, TOWEL AND TISSUES			
PROJECT#:		062501							
753		05/23	AP	10/25/22	0000000	ECHO GROUP, INC.	102.90		11/14/22
						COUNCIL TV MOUNTING STRUT			
PROJECT#:		062501							
765		05/23	AP	10/20/22	0000000	ULINE, INC.	526.03		11/14/22
						CONSTRUCTION MATS			
PROJECT#:		062501							
765		05/23	AP	10/12/22	0000000	O'DONNELL ACE HARDWARE	30.99		11/14/22
						RATCHET STRAPS			
PROJECT#:		062501							
717		05/23	AP	10/10/22	0141556	US BANK	60.99		11/03/22
						ANCHORS			
PROJECT#:		062501							
717		05/23	AP	10/04/22	0141556	US BANK	21.52		11/03/22
						MOUNTING PUTTY			
PROJECT#:		062501							
782		05/23	AP	09/30/22	0000000	NAPA AUTO PARTS	4,078.60		11/14/22
						NAPA PARTS PUBLIC BLDG			
PROJECT#:		062501							
717		05/23	AP	09/26/22	0141556	US BANK	300.59		11/03/22
						ANTIFREEZE FOR SOLAR			
PROJECT#:		062507							
717		05/23	AP	09/22/22	0141556	US BANK	714.00		11/03/22
						EUCALYPTUS OIL FOR STEAM			
PROJECT#:		062507							
ACCOUNT TOTAL							6,633.09	.00	6,633.09
101-6616-446.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT									
717		05/23	AP	10/03/22	0141556	US BANK	116.35		11/03/22
						TOOL STORAGE TOTES			
PROJECT#:		062506							
ACCOUNT TOTAL							116.35	.00	116.35

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FUND 101 GENERAL FUND										
101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR										
	753	05/23 AP		10/31/22	0000000	ALLIED GLASS PRODUCTS	112.00			11/14/22
PROJECT#: 062511										
	765	05/23 AP		10/28/22	0000000	O'DONNELL ACE HARDWARE	16.38			11/14/22
PROJECT#: 062501										
	753	05/23 AP		10/26/22	0000000	GOODWIN TUCKER GROUP	302.50			11/14/22
PROJECT#: 062506										
	765	05/23 AP		10/24/22	0000000	STICKFORT ELECTRIC CO., INC.	109.02			11/14/22
PROJECT#: 062503										
	765	05/23 AP		10/13/22	0000000	O'DONNELL ACE HARDWARE	18.45			11/14/22
PROJECT#: 062507										
	717	05/23 AP		09/26/22	0141556	US BANK	28.56			11/03/22
PROJECT#: 062507										
ACCOUNT TOTAL							586.91	.00	586.91	
101-6616-446.81-08 PROFESSIONAL SERVICES / PEST CONTROL										
	753	05/23 AP		11/01/22	0000000	PLUNKETT'S PEST CONTROL, INC	26.96			11/14/22
PROJECT#: 062508										
	753	05/23 AP		11/01/22	0000000	PLUNKETT'S PEST CONTROL, INC	50.52			11/14/22
PROJECT#: 062511										
	753	05/23 AP		11/01/22	0000000	PLUNKETT'S PEST CONTROL, INC	28.75			11/14/22
PROJECT#: 062505										
	753	05/23 AP		11/01/22	0000000	PLUNKETT'S PEST CONTROL, INC	89.60			11/14/22
PROJECT#: 062515										
	753	05/23 AP		11/01/22	0000000	PLUNKETT'S PEST CONTROL, INC	36.10			11/14/22
PROJECT#: 062510										
ACCOUNT TOTAL							231.93	.00	231.93	
101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS										
	753	05/23 AP		11/01/22	0000000	FRESH START CLEANING SOLUTION	4,500.00			11/14/22
PROJECT#: 062501										
	753	05/23 AP		11/01/22	0000000	FRESH START CLEANING SOLUTION	1,470.00			11/14/22
PROJECT#: 062508										

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FUND 101 GENERAL FUND										
101-6623-423.86-01						REPAIR & MAINTENANCE / REPAIR & MAINTENANCE				
765		05/23 AP		10/27/22	0000000	TESTAMERICA LABORATORIES, INC PRO SHOP WATER TEST	21.00			11/14/22
						ACCOUNT TOTAL	21.00	.00	21.00	
101-6625-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
740		05/23 AP		11/03/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	3.87			11/14/22
						DESK CALENDAR PAD				
740		05/23 AP		11/02/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	3.26			11/14/22
						YELLOW COPY PAPER				
717		05/23 AP		10/17/22	0141556	US BANK	39.60			11/03/22
						AMZN MKTP US*1K9EJ4752 M MALONE/K STEVENS				
						ACCOUNT TOTAL	46.73	.00	46.73	
101-6625-432.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES										
783		05/23 AP		11/02/22	0000000	THOMPSON SHOES	175.00			11/14/22
						SAFETY SHOES-J LUZUM PO# 56774				
						ACCOUNT TOTAL	175.00	.00	175.00	
101-6625-432.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS										
783		05/23 AP		11/02/22	0000000	SECRETARY, STATE OF IOWA	30.00			11/14/22
						NOTARY APP-S. BELLINGER				
						ACCOUNT TOTAL	30.00	.00	30.00	
101-6625-432.86-25 REPAIR & MAINTENANCE / ENGINEERING & ARCHITECT.										
713		05/23 AP		10/26/22	0000000	SNYDER & ASSOCIATES, INC.	6,270.00			11/14/22
						RAILRD CROSS ELIMINATION GRANT APPLICATION ASSIST				
						ACCOUNT TOTAL	6,270.00	.00	6,270.00	
101-6633-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
783		05/23 AP		11/02/22	0000000	THOMPSON SHOES	157.25			11/14/22
						SAFETY SHOES-A HOYER PO# 56784				
765		05/23 AP		10/28/22	0000000	O'DONNELL ACE HARDWARE	32.98			11/14/22
						UTILITY KNIVES				
765		05/23 AP		10/27/22	0000000	TESTAMERICA LABORATORIES, INC	21.00			11/14/22
						BEACH HOUSE WATER TEST				
782		05/23 AP		09/30/22	0000000	NAPA AUTO PARTS	147.80			11/14/22
						NAPA PARTS PARKS				
						ACCOUNT TOTAL	359.03	.00	359.03	

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FUND 101 GENERAL FUND									
101-6633-423.86-01						REPAIR & MAINTENANCE / REPAIR & MAINTENANCE			
782		05/23	AP	10/31/22	0000000	CULLIGAN WATER CONDITIONING	8.74		11/14/22
						WATER FOR PARKS SHOP			
						ACCOUNT TOTAL	8.74	.00	8.74
						FUND TOTAL	137,944.19	326.69	137,617.50
FUND 203 TAX INCREMENT FINANCING									
FUND 206 STREET CONSTRUCTION FUND									
206-6637-436.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES			
782		05/23	AP	10/11/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	139.88		11/14/22
						REPORT COVERS FOR STREET			
						ACCOUNT TOTAL	139.88	.00	139.88
206-6637-436.72-57						OPERATING SUPPLIES / ICE CONTROL			
782		05/23	AP	10/27/22	0000000	KRIS ENGINEERING, INC	127.16		11/14/22
						BOLTS AND HARDWARE FOR JO			
						MA BLADES			
						ACCOUNT TOTAL	127.16	.00	127.16
206-6637-436.72-60						OPERATING SUPPLIES / SAFETY SUPPLIES			
783		05/23	AP	11/02/22	0000000	THOMPSON SHOES	175.00		11/14/22
						SAFETY SHOES-T JOHNSON			
						PO# 56775			
783		05/23	AP	11/02/22	0000000	THOMPSON SHOES	175.00		11/14/22
						SAFETY SHOES-B FREDRICKSO			
						PO# 56773			
783		05/23	AP	11/02/22	0000000	THOMPSON SHOES	175.00		11/14/22
						SAFETY SHOES-S MCCOY			
						PO# 56788			
783		05/23	AP	11/02/22	0000000	THOMPSON SHOES	175.00		11/14/22
						SAFETY SHOES-J SMITH			
						PO# 56787			
						ACCOUNT TOTAL	700.00	.00	700.00
206-6637-436.73-32						OTHER SUPPLIES / STREETS			
753		05/23	AP	11/02/22	0000000	BUILDERS SELECT LLC	19.99		11/14/22
						CONCRETE FORM LUMBER			
753		05/23	AP	10/25/22	0000000	BENTON'S READY MIX CONCRETE,	348.75		11/14/22
						CONCRETE FOR CFU REPAIR			
PROJECT#:									
753		05/23	AP	10/22/22	0000000	ASPRO, INC.	292.80		11/14/22
						HOX MIX ASPHALT			
782		05/23	AP	09/30/22	0000000	NAPA AUTO PARTS	132.07		11/14/22
						NAPA PARTS STREETS			
						ACCOUNT TOTAL	793.61	.00	793.61

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FUND 206 STREET CONSTRUCTION FUND								
206-6637-436.83-06 TRANSPORTATION&EDUCATION / EDUCATION								
717		05/23 AP		10/12/22	0141556 US BANK	375.00		11/03/22
					ISU INTRANS WINTER MAINTENANCE CLASS			
ACCOUNT TOTAL						375.00	.00	375.00
206-6637-436.92-81 STRUCTURE IMPROV & BLDGS / PERMEABLE ALLEY PROGRAM								
713		05/23 AP		11/03/22	0000000 OWEN CONTRACTING INC.	10,549.75		11/14/22
					3268-2022 ALLEY RECON.			
PROJECT#: 023268								
ACCOUNT TOTAL						10,549.75	.00	10,549.75
206-6637-436.92-93 STRUCTURE IMPROV & BLDGS / WEST 27TH ST IMPROVEMENTS								
713		05/23 AP		11/03/22	0000000 PETERSON CONTRACTORS	130,987.61		11/14/22
					3240-W 27TH STREET RECON			
PROJECT#: 023240								
713		05/23 AP		10/24/22	0000000 TERRACON CONSULTANTS, INC.	280.96		11/14/22
					3240-W 27TH ST RECON SERVICES THROUGH 10/15/22			
PROJECT#: 023240								
ACCOUNT TOTAL						131,268.57	.00	131,268.57
206-6647-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES								
753		05/23 AP		10/26/22	0000000 ECHO GROUP, INC.	80.25		11/14/22
					FLOOD LIGHTS			
753		05/23 AP		10/26/22	0000000 ECHO GROUP, INC.	93.32		11/14/22
					FLOOD LIGHTS			
765		05/23 AP		10/24/22	0000000 O'DONNELL ACE HARDWARE	25.38		11/14/22
					ELECTRICAL SUPPLIES			
753		05/23 AP		10/21/22	0000000 ECHO GROUP, INC.	207.12		11/14/22
					ELECTRICAL SUPPLIES			
765		05/23 AP		10/19/22	0000000 O'DONNELL ACE HARDWARE	37.36		11/14/22
					ELECTRICAL SUPPLIES			
753		05/23 AP		10/17/22	0000000 ECHO GROUP, INC.	34.26		11/14/22
					ELECTRICAL SUPPLIES			
782		05/23 AP		09/30/22	0000000 NAPA AUTO PARTS	3.56		11/14/22
					NAPA PARTS TRAFFIC			
ACCOUNT TOTAL						481.25	.00	481.25
206-6647-436.72-16 OPERATING SUPPLIES / TOOLS								
765		05/23 AP		10/26/22	0000000 O'DONNELL ACE HARDWARE	101.35		11/14/22
					TOOLS			
ACCOUNT TOTAL						101.35	.00	101.35

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FUND 206 STREET CONSTRUCTION FUND									
206-6647-436.73-12 OTHER SUPPLIES / TRAFFIC SIGNALS									
765		05/23	AP	10/31/22	0000000	TRAFFIC CONTROL CORPORATION	2,600.00		11/14/22
						TRAFFIC SIGNAL BRACKETS			
						ACCOUNT TOTAL	2,600.00	.00	2,600.00
206-6647-436.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS									
717		05/23	AP	10/05/22	0141556	US BANK	2.06		11/03/22
						STATE FIRE MARSHAL DIV EL			
717		05/23	AP	10/05/22	0141556	US BANK	75.00		11/03/22
						STATE FIRE MARSHAL DIV EL			
						ACCOUNT TOTAL	77.06	.00	77.06
206-6647-436.86-72 REPAIR & MAINTENANCE / CONTRACT STREET PAINTING									
765		05/23	AP	10/27/22	0000000	QUALITY STRIPING INC	6,073.50		11/14/22
						2022 CONTRACT STREET			
						ACCOUNT TOTAL	6,073.50	.00	6,073.50
						FUND TOTAL	153,287.13	.00	153,287.13
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									
740		05/23	AP	11/02/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	.52		11/14/22
						YELLOW COPY PAPER			
						ACCOUNT TOTAL	.52	.00	.52
						FUND TOTAL	.52	.00	.52
FUND 223 COMMUNITY BLOCK GRANT									
223-2224-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
783		05/23	AP	11/08/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.74		11/14/22
						COPY PAPER			
740		05/23	AP	11/02/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	.13		11/14/22
						YELLOW COPY PAPER			
						ACCOUNT TOTAL	1.87	.00	1.87
223-2224-432.72-19 OPERATING SUPPLIES / PRINTING									

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 continued											
783		05/23 AP		10/28/22	0000000	COURIER LEGAL COMMUNICATIONS	29.86			11/14/22	
		PH NTC-CAPER									
783		05/23 AP		10/28/22	0000000	COURIER LEGAL COMMUNICATIONS	38.06			11/14/22	
		PH NTC-CAPER SPANISH									
		ACCOUNT TOTAL						67.92	.00	67.92	
223-2224-432.89-66 MISCELLANEOUS SERVICES / STATE CARES - CV2											
718		05/23 AP		10/19/22	0004772	US BANK	1,320.00			11/03/22	
		MOBILE BEACON STATE CARES CVS 1YR DATA									
		PROJECT#: 022353									
		ACCOUNT TOTAL						1,320.00	.00	1,320.00	
		FUND TOTAL						1,389.79	.00	1,389.79	
FUND 224 TRUST & AGENCY											
FUND 242 STREET REPAIR FUND											
242-1240-431.92-44 STRUCTURE IMPROV & BLDGS / STREET RECONSTRUCTION											
713		05/23 AP		11/04/22	0000000	PETERSON CONTRACTORS	21,079.36			11/14/22	
		3230-2022 STREET CONST.									
		PROJECT#: 023230									
		ACCOUNT TOTAL						21,079.36	.00	21,079.36	
242-1240-431.98-45 CAPITAL PROJECTS / MAIN STREET RECONSTRUCT											
783		05/23 AP		10/27/22	0000000	AHLERS AND COONEY, P.C.	3,333.87			11/14/22	
		LGL:CONDEMNATIONS MAIN ST 09/23-10/19/22									
		PROJECT#: 023283									
797		05/23 AP		10/04/22	0000000	K3D, LLC	1,500.00			11/14/22	
		3283 MAIN ST RECONSTRUCT 1123 MAIN RENT									
		PROJECT#: 023283									
797		05/23 AP		10/04/22	0000000	K3D, LLC	1,500.00			11/14/22	
		3283 MAIN ST RECONSTRUCT 1125 MAIN RENT									
		PROJECT#: 023283									
		ACCOUNT TOTAL						6,333.87	.00	6,333.87	
		FUND TOTAL						27,413.23	.00	27,413.23	

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FUND 254 CABLE TV FUND									
254-1088-431.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
740		05/23 AP		11/02/22	0000000 OFFICE EXPRESS OFFICE PRODUCT	.52		11/14/22	
					YELLOW COPY PAPER				
717		05/23 AP		10/17/22	0141556 US BANK	19.80		11/03/22	
					AMZN MKTP US*1K9EJ4752 COURTNEY FISHER				
717		05/23 AP		10/03/22	0141556 US BANK	76.72		11/03/22	
					AMZN MKTP US*149IG24Z2 8-VCE 2-PK RCA WALLPLATE				
717		05/23 AP		09/23/22	0141556 US BANK		140.63	11/03/22	
					AMAZON.COM AMZN.COM/BILL REF: INADVERTENT CHARGE				
717		05/23 AP		09/23/22	0141556 US BANK	140.63		11/03/22	
					AMAZON.COM*1M98QUA2 AMZN INADVERTENT CHARGE AMAZON				
717		05/23 AP		09/23/22	0141556 US BANK	25.98		11/03/22	
					AMZN MKTP US*1M1F457Z2 A9 HEADPHONES				
		ACCOUNT TOTAL					263.65	140.63	123.02
254-1088-431.73-01 OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES									
717		05/23 AP		10/11/22	0141556 US BANK	147.04		11/03/22	
					AMZN MKTP US*1K3GS7S41 AM DISPLAY PORT ADPTR, CABLE				
		ACCOUNT TOTAL					147.04	.00	147.04
254-1088-431.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)									
717		05/23 AP		10/10/22	0141556 US BANK	29.13		11/03/22	
					TASTE OF INDIA LUNCH CF STATE GIRLS GOLF				
717		05/23 AP		09/28/22	0141556 US BANK	33.00		11/03/22	
					ZEPPLINS BAR & GRILL LUNCH OUT OF TOWN CF GOLF				
		ACCOUNT TOTAL					62.13	.00	62.13
254-1088-431.93-01 EQUIPMENT / EQUIPMENT									
783		05/23 AP		10/27/22	0000000 MENARDS-CEDAR FALLS	41.96		11/14/22	
					WALL ANCHORS, SCREWS				
725		05/23 AP		10/24/22	0000000 STICKFORT ELECTRIC CO., INC.	1,930.00		11/14/22	
					RIVER PLACE PLAZA TV TRAILER POWER				
717		05/23 AP		10/20/22	0141556 US BANK	629.46		11/03/22	
					B&H PHOTO 800-606-6969 3-JBL CEILING SPKR,DRIVER				
717		05/23 AP		10/10/22	0141556 US BANK	159.00		11/03/22	
					B&H PHOTO 800-606-6969 2-IMPACT PIVOT ARM,PLTFRM				
717		05/23 AP		10/04/22	0141556 US BANK	1,134.00		11/03/22	
					B&H PHOTO 800-606-6969 ANTON/BAUER QUAD CHARGER				
717		05/23 AP		09/29/22	0141556 US BANK	664.20		11/03/22	
					B&H PHOTO 800-606-6969 ANTON/BAUER 14.4V BATTERY				
		ACCOUNT TOTAL					4,558.62	.00	4,558.62

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FUND 254 CABLE TV FUND										
FUND TOTAL							5,031.44	140.63	4,890.81	
FUND 258 PARKING FUND										
258-5531-435.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
740		05/23 AP		11/02/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	.78			11/14/22
717		05/23 AP		10/17/22	0141556	US BANK AMZN MKTP US*1K9EJ4752 MARCIE BRIETBACH	19.80			11/03/22
ACCOUNT TOTAL							20.58	.00	20.58	
258-5531-435.81-48 PROFESSIONAL SERVICES / CONTRACT SERVICES										
783		05/23 AP		10/31/22	0000000	IPS GROUP, INC	3,387.35			11/14/22
783		05/23 AP		10/31/22	0000000	PRKMG CITATION FEES-OCT22 IPS GROUP, INC	182.86			11/14/22
783		05/23 AP		09/30/22	0000000	GATEWAY FEES-OCTOBER'22 (2) PAYSTATIONS IPS GROUP, INC	3,724.80			11/14/22
783		05/23 AP		09/30/22	0000000	PRKMG CITATION FEES-SEP22 REF-BILLING DISCREPANCY IPS GROUP, INC JULY-AUGUST		4,602.00		11/14/22
ACCOUNT TOTAL							7,295.01	4,602.00	2,693.01	
FUND TOTAL							7,315.59	4,602.00	2,713.59	
FUND 261 TOURISM & VISITORS										
261-2291-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
781		05/23 AP		10/25/22	0000000	STRATEGIC IMAGING 500 10X13 BOOKLET ENVELOP PRINTED W/LOGO	290.00			11/14/22
ACCOUNT TOTAL							290.00	.00	290.00	
261-2291-423.72-99 OPERATING SUPPLIES / POSTAGE										
717		05/23 AP		10/12/22	0141556	US BANK SHIP VG TO KALONA CHAMBER	11.48			11/03/22
717		05/23 AP		10/12/22	0141556	US BANK RELOCATION PACKET-CANADA	5.80			11/03/22
717		05/23 AP		09/28/22	0141556	US BANK THE UPS STORE 5189 SHIP VG GATEWAY TO NE IA	23.04			11/03/22
ACCOUNT TOTAL							40.32	.00	40.32	
261-2291-423.73-53 OTHER SUPPLIES / WEBSITE/CRM										
781		05/23 AP		11/01/22	0000000	SPINUTECH WEB DESIGN, INC.	350.00			11/14/22

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NBR	NBR	PER.	CD	DATE	NUMBER				BALANCE
									POST DT
FUND 261 TOURISM & VISITORS									
261-2291-423.73-53 OTHER SUPPLIES / WEBSITE/CRM							continued		
					YEARLY ADDSEARCH SMALL	PLUS PLAN			
ACCOUNT TOTAL							350.00	.00	350.00
261-2291-423.73-55 OTHER SUPPLIES / MEDIA									
781		05/23	AP	11/07/22	0000000	AMPERAGE	1,250.00		11/14/22
		DEC22				DIGITAL AD CAMPAIGN			
						GOOGLE/YOUTUBE/FACEBOOK			
781		05/23	AP	10/19/22	0000000	AMPERAGE	250.00		11/14/22
		NOV22				DIGITAL CAMPAIGN			
						FACEBOOK			
717		05/23	AP	10/17/22	0141556	US BANK	15.00		11/03/22
		FACEBK				*23J3EJ76V2			
						FACEBOOK AD BOOST			
717		05/23	AP	10/12/22	0141556	US BANK	10.35		11/03/22
		SQ				*SCRATCH CUPCAKERY			
						PHOTO SHOOT-NEW MARKETING			
717		05/23	AP	10/12/22	0141556	US BANK	50.45		11/03/22
		TST*				STARBECKS SMOKEHOUS			
						PHOTO SHOOT-NEW MARKETING			
ACCOUNT TOTAL							1,575.80	.00	1,575.80
261-2291-423.73-57 OTHER SUPPLIES / GIFT SHOP									
781		05/23	AP	11/01/22	0000000	UNIVERSITY OF NORTHERN IOWA	323.06		11/14/22
						ITEMS FROM UNI BOOKSTORE			
						FOR TOURISM GIFTSHOP			
ACCOUNT TOTAL							323.06	.00	323.06
261-2291-423.83-06 TRANSPORTATION&EDUCATION / EDUCATION									
717		05/23	AP	09/29/22	0141556	US BANK	85.00		11/03/22
		EB				5TH ANNUAL IOWA TR			
						IA TRAILS SUMMIT			
		PROJECT#:				032420			
ACCOUNT TOTAL							85.00	.00	85.00
261-2291-423.83-07 TRANSPORTATION&EDUCATION / REGISTRATIONS									
781		05/23	AP	11/04/22	0000000	RUTABAGA PADDLESPTS, LLC	720.00		11/14/22
						SHOWCASE AT CANOEKOPIA ON			
						3/9/2023 - 3/12/2023			
ACCOUNT TOTAL							720.00	.00	720.00
261-2291-423.85-23 UTILITIES / BUILDING MAINTENANCE									
781		05/23	AP	10/28/22	0000000	ARAMARK	7.80		11/14/22
						MAT SERVICE			
ACCOUNT TOTAL							7.80	.00	7.80

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FUND 261 TOURISM & VISITORS									
261-2291-423.85-50 UTILITIES / COMMUNITY AWARENESS									
717		05/23	AP	10/07/22	0141556	US BANK	30.00		11/03/22
						FH* HANSENS DAIRY			
						TRAVEL INFLUENCER-EMILY			
						ACCOUNT TOTAL	30.00	.00	30.00
261-2291-423.88-43 OUTSIDE AGENCIES / COMMUNITY BETTERMENT GRTS									
781		05/23	AP	11/03/22	0000000	CEDAR FALLS HISTORICAL SOCIET	6,500.00		11/14/22
						BEHRENS RAPP STATION-NEW ROOF			
						ACCOUNT TOTAL	6,500.00	.00	6,500.00
261-2291-423.88-47 OUTSIDE AGENCIES / ECONOMIC DEVEL GRANTS									
797		05/23	AP	11/08/22	0000000	COLLEGE HILL PARTNERSHIP	2,250.00		11/14/22
						1 1/2 PAYMENT FOR FY23			
						ACCOUNT TOTAL	2,250.00	.00	2,250.00
261-2291-423.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS									
781		05/23	AP	11/02/22	0000000	SIGNS & DESIGNS, INC.	850.00		11/14/22
						REMOVE OLD LOGO FROM SIGN			
						ACCOUNT TOTAL	850.00	.00	850.00
						FUND TOTAL	13,021.98	.00	13,021.98
FUND 262 SENIOR SERVICES & COMM CT									
262-1092-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
718		05/23	AP	10/03/22	0141556	US BANK	84.49		11/03/22
						AMZN MKTP US*144XC9L52			
						COFFEE CUPS			
718		05/23	AP	10/03/22	0141556	US BANK	22.89		11/03/22
						AMZN MKTP US*1420F9E01			
						CANDY			
						ACCOUNT TOTAL	107.38	.00	107.38
262-1092-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
714		05/23	AP	10/28/22	0000000	ARAMARK	7.80		11/14/22
						COMM. CENTER MAT SERVICE			
						ACCOUNT TOTAL	7.80	.00	7.80
262-1092-423.89-08 MISCELLANEOUS SERVICES / BUS TRIPS/PROGRAMMING									
714		05/23	AP	11/01/22	0000000	MASMAR, MANDY SUE	120.00		11/14/22

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FUND 262 SENIOR SERVICES & COMM CT									
262-1092-423.89-08 MISCELLANEOUS SERVICES / BUS TRIPS/PROGRAMMING						continued			
SENIOR LINE DANCING FOR NOVEMBER '22									
714		05/23 AP		10/28/22	0000000	COMMUNITY MAIN STREET	60.00		11/14/22
718		05/23 AP		10/11/22	0141556	US BANK	80.00		11/03/22
GIFT CERTIFICATES (\$10X6)									
718		05/23 AP		10/03/22	0141556	US BANK	12.59		11/03/22
FH* HANSENS DAIRY HANSENS DAIRY TOUR (X10)									
AMZN MKTP US*142HS4GU1 CLOTHESPINS									
ACCOUNT TOTAL							272.59	.00	272.59
FUND TOTAL							387.77	.00	387.77
FUND 291 POLICE FORFEITURE FUND									
FUND 292 POLICE RETIREMENT FUND									
FUND 293 FIRE RETIREMENT FUND									
FUND 294 LIBRARY RESERVE									
FUND 295 SOFTBALL PLAYER CAPITAL									
FUND 296 GOLF CAPITAL									
FUND 297 REC FACILITIES CAPITAL									
FUND 298 HEARST CAPITAL									
298-2280-423.88-21 OUTSIDE AGENCIES / PUBLIC ART COMMITTEE									
791		05/23 AP		11/02/22	0000000	GOTERA, AMELIA	1,000.00		11/14/22
PAC LEASE TO DISPLAY "IF YOU BUILD IT" FOR 1 YEAR									
ACCOUNT TOTAL							1,000.00	.00	1,000.00
FUND TOTAL							1,000.00	.00	1,000.00
FUND 311 DEBT SERVICE FUND									
FUND 402 WASHINGTON PARK FUND									
FUND 404 FEMA									
404-1220-431.95-86 BOND FUND PROJECTS / CENTER STREET STREETScape									
713		05/23 AP		11/03/22	0000000	OWEN CONTRACTING INC.	136,693.13		11/14/22
3206-CENTER STREETScape									
PROJECT#: 023206									
ACCOUNT TOTAL							136,693.13	.00	136,693.13
FUND TOTAL							136,693.13	.00	136,693.13

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FUND 405 FLOOD RESERVE FUND										
FUND 407 VISION IOWA PROJECT										
FUND 408 STREET IMPROVEMENT FUND										
FUND 410 CORONAVIRUS LOCAL RELIEF										
FUND 430 2004 TIF BOND										
430-1220-431.97-64						TIF BOND PROJECTS / VIKING ROAD EXTENSION				
713		05/23 AP		11/03/22	0000000	PETERSON CONTRACTORS	1,066,962.13			11/14/22
						3189-W VIKING IND.PARK V				
						PROJECT#: 023189				
						ACCOUNT TOTAL	1,066,962.13	.00	1,066,962.13	
430-1220-431.97-80 TIF BOND PROJECTS / NORTH CEDAR IND. PARK										
797		05/23 AP		10/18/22	0000000	ARTHUR J. GALLAGHER RISK MGMT	28,712.28			11/14/22
						N-INDUSTRIAL PARK RR SPUR				
						ACCOUNT TOTAL	28,712.28	.00	28,712.28	
430-1220-431.97-82 TIF BOND PROJECTS / STREETSCAPE MAINTENANCE										
713		05/23 AP		11/07/22	0000000	OWEN CONTRACTING INC.	2,824.35			11/14/22
						3242-DWNTWN STREETSCP II				
						PROJECT#: 023242				
713		05/23 AP		09/22/22	0000000	SNYDER & ASSOCIATES, INC.	3,467.50			11/14/22
						3242-DWNTWN STREETSCP II				
						PROJECT#: 023242				
						ACCOUNT TOTAL	6,291.85	.00	6,291.85	
430-1220-431.97-83 TIF BOND PROJECTS / TIF LEGAL FEES										
783		05/23 AP		10/28/22	0000000	AHLERS AND COONEY, P.C.	182.00			11/14/22
						LGL:CONTESTED SERV. AREA				
						10/05-10/13/22				
						ACCOUNT TOTAL	182.00	.00	182.00	
430-1220-431.98-47 CAPITAL PROJECTS / CYBER LANE										
713		05/23 AP		10/26/22	0000000	SNYDER & ASSOCIATES, INC.	398.13			11/14/22
						3245-CYBER LANE EXTENSION				
						PROJECT#: 023245				
						ACCOUNT TOTAL	398.13	.00	398.13	
						FUND TOTAL	1,102,546.39	.00	1,102,546.39	

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FUND 431	2014	BOND						
FUND 432	2003	BOND						
FUND 433	2001	TIF						
FUND 434	2000	BOND						
FUND 435	1999	TIF						
FUND 436	2012	BOND						
436-1220-431.98-60			CAPITAL PROJECTS /	DAM SAFETY IMPROVEMENTS				
783	05/23 AP	11/04/22	0000000	SWISHER & COHRT, P.L.C.	475.00			11/14/22
			LGL:CEDAR RIVER REC.PROJ.	10/17-10/26/22				
PROJECT#:			023088					
797	05/23 AP	11/01/22	0000000	RIVERWISE ENGINEERING, LLC	615.00			11/14/22
			3088-CEDAR RIVER REC IMP					
PROJECT#:			023088					
797	05/23 AP	09/03/22	0000000	RIVERWISE ENGINEERING, LLC	4,650.75			11/14/22
			3088-CEDAR RIVER REC IMP					
PROJECT#:			023088					
			ACCOUNT TOTAL		5,740.75	.00	5,740.75	
			FUND TOTAL		5,740.75	.00	5,740.75	
FUND 437	2018	BOND						
FUND 438	2020	BOND FUND						
438-1220-431.95-73			BOND FUND PROJECTS /	SIDEWALK RECONSTRUCTION				
753	05/23 AP	10/28/22	0000000	BENTON'S READY MIX CONCRETE,	620.00			11/14/22
			CONCRETE FOR SIDEWALK IN	FILL PROJECT				
PROJECT#:			023266					
753	05/23 AP	10/27/22	0000000	BUILDERS SELECT LLC	112.90			11/14/22
			FORM LUMBER					
PROJECT#:			023266					
753	05/23 AP	10/26/22	0000000	BENTON'S READY MIX CONCRETE,	792.00			11/14/22
			CONCRETE FOR SIDEWALK IN	FILL PROJECT				
PROJECT#:			023266					
753	05/23 AP	10/25/22	0000000	BENTON'S READY MIX CONCRETE,	348.75			11/14/22
			CONCRETE FOR SIDEWALK IN	FILL PROJECT				
PROJECT#:			023266					
			ACCOUNT TOTAL		1,873.65	.00	1,873.65	
438-1220-431.98-23			CAPITAL PROJECTS /	GREENHILL RD & S MAIN INT				
713	05/23 AP	11/04/22	0000000	PETERSON CONTRACTORS	158,205.16			11/14/22
			3228-GREENHILL/S MAIN INT					
PROJECT#:			023228					
			ACCOUNT TOTAL		158,205.16	.00	158,205.16	
438-1220-431.98-83			CAPITAL PROJECTS /	CEDAR HGTS DRIVE RECON				

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FUND 438 2020 BOND FUND									
438-1220-431.98-83						CEDAR HGTS DRIVE RECON			continued
713		05/23 AP		11/08/22	0000000	PETERSON CONTRACTORS	132,790.13		11/14/22
						3171-CEDAR HEIGHTS RECON			
PROJECT#:					023171				
713		05/23 AP		10/24/22	0000000	TERRACON CONSULTANTS, INC.	1,909.38		11/14/22
						3171-CEDAR HEIGHTS RECON			
PROJECT#:					023171	SERVICES THROUGH 10/15/22			
						ACCOUNT TOTAL	134,699.51	0.00	134,699.51
						FUND TOTAL	294,778.32	0.00	294,778.32
FUND 439 2022 BOND FUND									
FUND 443 CAPITAL PROJECTS									
443-1220-431.94-16						CITY HALL REMODEL			
717		05/23 AP		10/20/22	0141556	US BANK	50.28		11/03/22
						MICHAELS #9490			
717		05/23 AP		10/12/22	0141556	US BANK		30.00	11/03/22
						BESTBUYCOM806683865263			
PROJECT#:					023231	REF: PRICE DECLINE ON TV			
717		05/23 AP		10/12/22	0141556	US BANK	211.60		11/03/22
						MICHAELS STORES 1246			
PROJECT#:					023231	FRAMING FOR CITY HALL			
717		05/23 AP		10/10/22	0141556	US BANK	3,049.97		11/03/22
						BESTBUYCOM806683865263			
PROJECT#:					023231	CITY HALL TV'S			
717		05/23 AP		10/10/22	0141556	US BANK	1,289.97		11/03/22
						BESTBUYCOM806683865263			
PROJECT#:					023231	CITY HALL TV'S			
717		05/23 AP		10/10/22	0141556	US BANK	404.99		11/03/22
						AMZN MKTP US*1K8AY7L92			
PROJECT#:					023231	2- TV MOUNTS COUNCIL			
						ACCOUNT TOTAL	5,006.81	30.00	4,976.81
443-1220-431.98-90						COLL HILL TIF-SSMID REIMB			
797		05/23 AP		10/01/22	0000000	COLLEGE HILL PARTNERSHIP	1,555.00		11/14/22
						PAYMENT - FY23 1ST HALF			
						ACCOUNT TOTAL	1,555.00	0.00	1,555.00
						FUND TOTAL	6,561.81	30.00	6,531.81

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FUND 472 PARKADE RENOVATION										
FUND 473 SIDEWALK ASSESSMENT										
473-1220-431.98-99						CAPITAL PROJECTS / SIDEWALK SPECIAL ASSESMT				
713		05/23 AP		11/02/22	0000000	IOWA FLATWORKS	9,669.25			11/14/22
						3293-2022 SIDEWALK ASSESS				
						PROJECT#:				
						023293				
						ACCOUNT TOTAL	9,669.25	.00	9,669.25	
						FUND TOTAL	9,669.25	.00	9,669.25	
FUND 483 ECONOMIC DEVELOPMENT										
FUND 484 ECONOMIC DEVELOPMENT LAND										
FUND 541 2018 STORM WATER BONDS										
FUND 544 2008 SEWER BONDS										
FUND 545 2006 SEWER BONDS										
FUND 546 SEWER IMPROVEMENT FUND										
FUND 547 SEWER RESERVE FUND										
FUND 548 1997 SEWER BOND FUND										
FUND 549 1992 SEWER BOND FUND										
FUND 550 2000 SEWER BOND FUND										
FUND 551 REFUSE FUND										
551-6675-436.71-06						OFFICE SUPPLIES / OFFICE EQUIPMENT SUPPLIES				
717		05/23 AP		09/26/22	0141556	US BANK	11.38			11/03/22
						AMZN MKTP US*1U90F7002				
						KEYBOARD LETTER STICKERS				
						ACCOUNT TOTAL	11.38	.00	11.38	
551-6685-436.71-06 OFFICE SUPPLIES / OFFICE EQUIPMENT SUPPLIES										
782		05/23 AP		11/03/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	55.24			11/14/22
						TAPE FOR REFUSE				
782		05/23 AP		10/20/22	0000000	STOREY KENWORTHY	140.00			11/14/22
						YARD WASTE CARD STICKERS				
						ACCOUNT TOTAL	195.24	.00	195.24	
551-6685-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
782		05/23 AP		10/31/22	0000000	CULLIGAN WATER CONDITIONING	7.45			11/14/22
						WATER FOR TRANSFER ST				
782		05/23 AP		10/31/22	0000000	CULLIGAN WATER CONDITIONING	14.90			11/14/22
						WATER FOR TRANSFER ST				
753		05/23 AP		10/25/22	0000000	MENARDS-CEDAR FALLS	46.53			11/14/22
						SUPPLIES FOR RECYCLING				
						CENTER				
						ACCOUNT TOTAL	68.88	.00	68.88	

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FUND 551 REFUSE FUND										
551-6685-436.72-60						OPERATING SUPPLIES / SAFETY SUPPLIES				
783		05/23	AP	11/03/22	0000000	THOMPSON SHOES	175.00		11/14/22	
						SAFETY SHOES-L CONRAD				
						PO#56770				
783		05/23	AP	11/02/22	0000000	THOMPSON SHOES	175.00		11/14/22	
						SAFETY SHOES-B BAUSMAN				
						PO# 56771				
725		05/23	AP	11/01/22	0000000	BROWN'S SHOE FIT	120.00		11/14/22	
						SAFETY SHOES-S GOODENBOUR				
						P.O. 56781				
725		05/23	AP	11/01/22	0000000	BROWN'S SHOE FIT	161.50		11/14/22	
						SAFETY SHOES-T BROWN				
						P.O. 56783				
						ACCOUNT TOTAL	631.50	.00	631.50	
551-6685-436.73-01 OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES										
753		05/23	AP	10/26/22	0000000	MENARDS-CEDAR FALLS	30.66		11/14/22	
						SUPPLIES FOR CART WASHING				
						ACCOUNT TOTAL	30.66	.00	30.66	
551-6685-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT										
782		05/23	AP	09/30/22	0000000	NAPA AUTO PARTS	677.49		11/14/22	
						NAPA PARTS REFUSE				
						ACCOUNT TOTAL	677.49	.00	677.49	
551-6685-436.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
717		05/23	AP	10/07/22	0141556	US BANK	255.34		11/03/22	
						IOC BETTENDORF HOTEL				
						HOTEL FOR BRIAN HEATH				
717		05/23	AP	10/07/22	0141556	US BANK	255.34		11/03/22	
						IOC BETTENDORF HOTEL				
						HOTEL FOR NIK ANDERSON				
717		05/23	AP	10/07/22	0141556	US BANK	255.34		11/03/22	
						IOC BETTENDORF HOTEL				
						HOTEL FOR DUSTIN RAWDON				
717		05/23	AP	10/05/22	0141556	US BANK	52.77		11/03/22	
						QUINTONS DELI AND BAR				
						LUNCH FOR NIK ANDERSON				
						ACCOUNT TOTAL	818.79	.00	818.79	
551-6685-436.86-36 REPAIR & MAINTENANCE / TRANSFER STATION MAINT.										
782		05/23	AP	11/04/22	0000000	ACKERSON MASONRY, LLC	380.00		11/14/22	
						KNEE HIGH WALL AT DOCK AT				
						TRANSFER STATION				
						ACCOUNT TOTAL	380.00	.00	380.00	
551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN										
765		05/23	AP	11/04/22	0000000	WEIKERT IRON AND METAL	1,918.00		11/14/22	
						APPLIANCE RECYCLING				

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FUND 551 REFUSE FUND									
551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN						continued			
753		05/23 AP		10/31/22	0000000	MIDWEST ELECTRONIC RECOVERY	686.10		11/14/22
		E WASTE RECYCLING							
753		05/23 AP		10/22/22	0000000	LIBERTY TIRE RECYCLING, LLC	263.08		11/14/22
		TIRE RECYCLING							
765		05/23 AP		10/20/22	0000000	SAM ANNIS & CO.	92.48		11/14/22
		PROPANE TANK REFILL FOR				RECYCLING			
		ACCOUNT TOTAL					2,959.66	.00	2,959.66
551-6685-436.93-01 EQUIPMENT / EQUIPMENT									
765		05/23 AP		10/31/22	0000000	ROUTEWARE	3,263.45		11/14/22
		RFID INSTALLATION ON 347							
765		05/23 AP		10/17/22	0000000	ROUTEWARE	352.95		11/14/22
		RFID TOOLS FOR INSTALL							
		ACCOUNT TOTAL					3,616.40	.00	3,616.40
		FUND TOTAL					9,390.00	.00	9,390.00
FUND 552 SEWER RENTAL FUND									
552-6655-436.72-53 OPERATING SUPPLIES / TV EQUIPMENT									
780		05/23 AP		09/14/22	0000000	ARIES INDUSTRIES INC.	727.87		11/14/22
		TV VAN CABLE ASSEMBLY							
		ACCOUNT TOTAL					727.87	.00	727.87
552-6655-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT									
780		05/23 AP		10/31/22	0000000	GA INDUSTRIES INC.	1,849.05		11/14/22
		COTTONWOOD CLAPPER VALVE							
		ACCOUNT TOTAL					1,849.05	.00	1,849.05
552-6655-436.73-06 OTHER SUPPLIES / BUILDING REPAIR									
780		05/23 AP		11/03/22	0000000	MENARDS-CEDAR FALLS	19.47		11/14/22
		TIMBER DOOR MAINTENANCE							
780		05/23 AP		11/03/22	0000000	MENARDS-CEDAR FALLS	21.88		11/14/22
		TIMBER DOOR MAINTENANCE							
		ACCOUNT TOTAL					41.35	.00	41.35
552-6655-436.73-27 OTHER SUPPLIES / IOWA ONE CALL									
780		05/23 AP		11/04/22	0000000	O'DONNELL ACE HARDWARE	25.38		11/14/22
		LOCATE PAINT							

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FUND 552 SEWER RENTAL FUND									
552-6655-436.73-27						OTHER SUPPLIES / IOWA ONE CALL			continued
780		05/23 AP		11/01/22	0000000	MENARDS-CEDAR FALLS	57.94		11/14/22
						ONE CALL LOCATES			
782		05/23 AP		10/20/22	0000000	IOWA ONE CALL	423.90		11/14/22
						IOWA ONE CALLS SEPT 2022			
						ACCOUNT TOTAL	507.22	.00	507.22
552-6655-436.86-12 REPAIR & MAINTENANCE / TOWELS									
780		05/23 AP		10/28/22	0000000	ARAMARK	28.48		11/14/22
						MOPS, TOWELS AND RUGS			
						ACCOUNT TOTAL	28.48	.00	28.48
552-6655-436.92-18 STRUCTURE IMPROV & BLDGS / I/I REDUCTION PROJECT									
783		05/23 AP		11/09/22	0000000	HAL & MAEGAN SNOW	4,000.00		11/14/22
						3291-RMB:REMOVAL CROSS CONNECTION SAN SEWER			
						PROJECT#: 023291			
						ACCOUNT TOTAL	4,000.00	.00	4,000.00
552-6655-436.96-82 SEWER BOND PROJECTS / OAK PARK SEWER REPLACE									
713		05/23 AP		10/19/22	0000000	SNYDER & ASSOCIATES, INC.	3,033.00		11/14/22
						3182-OAK PARK SEWER REPL. THROUGH 09/30/22			
						PROJECT#: 023182			
713		05/23 AP		09/23/22	0000000	SNYDER & ASSOCIATES, INC.	4,024.00		11/14/22
						3182-OAK PARK SEWER REPL. THROUGH 08/31/22			
						PROJECT#: 023182			
						ACCOUNT TOTAL	7,057.00	.00	7,057.00
552-6665-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
780		05/23 AP		11/02/22	0000000	O'DONNELL ACE HARDWARE	20.99		11/14/22
						BATTERIES			
						ACCOUNT TOTAL	20.99	.00	20.99
552-6665-436.72-16 OPERATING SUPPLIES / TOOLS									
780		05/23 AP		11/07/22	0000000	O'DONNELL ACE HARDWARE	1.98		11/14/22
						NUTS AND BOLTS			
780		05/23 AP		11/03/22	0000000	O'DONNELL ACE HARDWARE	20.43		11/14/22
						NUT/BOLTS/SILICONE/DRLBIT			
780		05/23 AP		11/01/22	0000000	AIRGAS USA, LLC	47.79		11/14/22
						WELDING GAS			
						ACCOUNT TOTAL	70.20	.00	70.20

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FUND 552 SEWER RENTAL FUND									
552-6665-436.72-19					OPERATING SUPPLIES / PRINTING				
780	05/23	AP		10/03/22	0000000 STOREY KENWORTHY	95.50			11/14/22
					HAULER PADS PRINTING				
					ACCOUNT TOTAL	95.50	0.00	95.50	
552-6665-436.72-26					OPERATING SUPPLIES / TESTING & LAB				
780	05/23	AP		11/04/22	0000000 NORTH CENTRAL LABORATORIES	637.89			11/14/22
					FILTER CARTRIDGES				
					ACCOUNT TOTAL	637.89	0.00	637.89	
552-6665-436.72-60					OPERATING SUPPLIES / SAFETY SUPPLIES				
780	05/23	AP		11/02/22	0000000 CAMPBELL SUPPLY WATERLOO	158.77			11/14/22
					GLOVES				
780	05/23	AP		11/02/22	0000000 CAMPBELL SUPPLY WATERLOO		166.15		11/14/22
					GLOVES RETURN				
780	05/23	AP		11/01/22	0000000 CAMPBELL SUPPLY WATERLOO	166.15			11/14/22
					GLOVES				
780	05/23	AP		10/27/22	0000000 GRAINGER PARTS	143.22			11/14/22
					HIP WADERS				
					ACCOUNT TOTAL	468.14	166.15	301.99	
552-6665-436.73-05					OTHER SUPPLIES / OPERATING EQUIPMENT				
780	05/23	AP		10/26/22	0000000 CAMPBELL SUPPLY WATERLOO	216.88			11/14/22
					CLAIRIFIER BRUSHES				
780	05/23	AP		10/26/22	0000000 GRAINGER PARTS	3,054.05			11/14/22
					WATER BATH PUMP HE #2				
782	05/23	AP		09/30/22	0000000 NAPA AUTO PARTS	234.58			11/14/22
					NAPA PARTS WATER REC				
780	05/23	AP		08/15/22	0000000 SCOT'S SUPPLY CO., INC.	8.16			11/14/22
					NUTS AND BOLTS				
					ACCOUNT TOTAL	3,513.67	0.00	3,513.67	
552-6665-436.73-06					OTHER SUPPLIES / BUILDING REPAIR				
780	05/23	AP		10/20/22	0000000 GRAINGER PARTS	171.58			11/14/22
					HEATER REPAIR BIO				
					ACCOUNT TOTAL	171.58	0.00	171.58	
					FUND TOTAL	19,188.94	166.15	19,022.79	

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FUND 553 2004 SEWER BOND									
FUND 555 STORM WATER UTILITY									
555-6630-432.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
740		05/23	AP	11/02/22	0000000	OFFICE EXPRESS OFFICE PRODUCT YELLOW COPY PAPER	.65		11/14/22
ACCOUNT TOTAL							.65	.00	.65
555-6630-432.73-34 OTHER SUPPLIES / STORM SEWERS									
765		05/23	AP	11/01/22	0000000	O'DONNELL ACE HARDWARE	119.80		11/14/22
782		05/23	AP	10/31/22	0000000	QUICK CRETE SPACERS BENTON'S READY MIX CONCRETE, CONCRETE FOR CATCH BASIN	360.00		11/14/22
ACCOUNT TOTAL							479.80	.00	479.80
555-6630-432.83-06 TRANSPORTATION&EDUCATION / EDUCATION									
717		05/23	AP	09/27/22	0141556	US BANK IOWA RIVERS REVIVAL TRAINING-MARIA PEREZ	50.00		11/03/22
ACCOUNT TOTAL							50.00	.00	50.00
FUND TOTAL							530.45	.00	530.45
FUND 570 SEWER ASSESSMENT									
FUND 606 DATA PROCESSING FUND									
606-1078-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
740		05/23	AP	11/02/22	0000000	OFFICE EXPRESS OFFICE PRODUCT YELLOW COPY PAPER	.39		11/14/22
783		05/23	AP	10/18/22	0000000	STOREY KENWORTHY BLUE BAR PAPER	493.45		11/14/22
ACCOUNT TOTAL							493.84	.00	493.84
606-1078-441.81-40 PROFESSIONAL SERVICES / PUBLIC INFORMATION PROG.									
717		05/23	AP	09/29/22	0141556	US BANK STK*BIGSTOCKPHOTO.COM STK*BIGSTOCKPHOTO.COM	99.00		11/03/22
ACCOUNT TOTAL							99.00	.00	99.00
606-1078-441.81-41 PROFESSIONAL SERVICES / E-GOVERNMENT									
725		05/23	AP	12/01/22	0000000	CIVICPLUS	700.00		11/14/22
725		05/23	AP	12/01/22	0000000	ONLINE CODE HOSTING E-GOV CIVICPLUS	5,880.00		11/14/22
						MUNICODE MTGS ANNL RENEWL			

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FUND 606 DATA PROCESSING FUND										
606-1078-441.81-41 PROFESSIONAL SERVICES / E-GOVERNMENT							continued			
ACCOUNT TOTAL							6,580.00	.00	6,580.00	
606-1078-441.93-01 EQUIPMENT / EQUIPMENT										
717		05/23 AP		10/19/22	0141556	US BANK	959.90		11/03/22	
		AMZN MKTP		US*HT5486P52		24IN. MONITORS INVENTORY				
717		05/23 AP		10/19/22	0141556	US BANK	75.99		11/03/22	
		AMZN MKTP		US*H825N9CM1		WIRELESS KEYBOARD/MOUSE				
717		05/23 AP		10/12/22	0141556	US BANK	719.99		11/03/22	
		AMZN MKTP		US*1K8PD4X32		10G NETWORK SWITCH				
725		05/23 AP		10/10/22	0000000	IT SAVVY, LLC	689.00		11/14/22	
		DR-M140		SCANNER-SHIANNE						
717		05/23 AP		10/03/22	0141556	US BANK	37.40		11/03/22	
		AMZN MKTP		US*143FJ5EK0		LAPTOP CHARGERS STEPHANIE				
717		05/23 AP		09/29/22	0141556	US BANK	330.00		11/03/22	
		AMZN MKTP		US*147Y45C01		DOCKING STATION - P.O.D.				
717		05/23 AP		09/23/22	0141556	US BANK	168.54		11/03/22	
		DRI*MINITool		SOFTWARE		DISK PARTITION SOFTWARE				
ACCOUNT TOTAL							2,980.82	.00	2,980.82	
FUND TOTAL							10,153.66	.00	10,153.66	
FUND 680 HEALTH INSURANCE FUND										
680-1902-457.51-01 INSURANCE / HEALTH INSURANCE										
797		05/23 AP		11/07/22	0000000	HOLMES MURPHY & ASSOCIATES LL	2,333.33		11/14/22	
		BENEFITS		CONSULTING SERV		DECEMBER 2022				
ACCOUNT TOTAL							2,333.33	.00	2,333.33	
FUND TOTAL							2,333.33	.00	2,333.33	
FUND 681 HEALTH SEVERANCE										
FUND 682 HEALTH INSURANCE - FIRE										
FUND 685 VEHICLE MAINTENANCE FUND										
685-6698-446.72-05 OPERATING SUPPLIES / GAS & OIL										
782		05/23 AP		11/02/22	0000000	HTP ENERGY	26,966.13		11/14/22	
		2200		TECH DIESEL FUEL						
782		05/23 AP		11/02/22	0000000	HTP ENERGY	26,974.92		11/14/22	
		DIESEL		FUEL 1500 BLUFF ST						
717		05/23 AP		10/14/22	0141556	US BANK	109.25		11/03/22	
		KWIK STAR		71300007138		FUEL FOR NEW PLOW CHASSIS				
782		05/23 AP		09/30/22	0000000	NAPA AUTO PARTS	397.83		11/14/22	
		NAPA		PARTS VEHICLE MAINT						

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GROUP NBR	PO NBR	ACCTG PER.	CD	---TRANSACTION--- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT ----
FUND 685 VEHICLE MAINTENANCE FUND									
685-6698-446.72-05 OPERATING SUPPLIES / GAS & OIL						continued			
ACCOUNT TOTAL							54,448.13	.00	54,448.13
685-6698-446.72-16 OPERATING SUPPLIES / TOOLS									
782		05/23	AP	10/27/22	0000000	KAY, PHILIP R. 6" MILWAKEE STEEL SAW FOR SHOP	273.00		11/14/22
ACCOUNT TOTAL							273.00	.00	273.00
685-6698-446.73-04 OTHER SUPPLIES / VEHICLE SUPPLIES									
782		05/23	AP	11/08/22	0000000	LEGACY FIRE APPARATUS	603.78		11/14/22
						FDP 511 OUT RIGGER PADS			
782		05/23	AP	10/28/22	0000000	LAWSON PRODUCTS, INC.	1,310.98		11/14/22
						MISC SHOP SUPPLIES			
753		05/23	AP	10/26/22	0000000	MENARDS-CEDAR FALLS	39.24		11/14/22
						METAL CUTTING WHEEL			
782		05/23	AP	10/03/22	0000000	OUTDOOR & MORE	15.38		11/14/22
						V BELT			
782		05/23	AP	09/30/22	0000000	NAPA AUTO PARTS	43,992.25		11/14/22
						NAPA PARTS VEHICLE MAINT			
ACCOUNT TOTAL							45,961.63	.00	45,961.63
685-6698-446.86-04 REPAIR & MAINTENANCE / RADIO & COMMUNICATIONS									
782		05/23	AP	10/28/22	0000000	PRECISE MRM LLC AVL CELL CHARGES	1,020.00		11/14/22
ACCOUNT TOTAL							1,020.00	.00	1,020.00
685-6698-446.86-11 REPAIR & MAINTENANCE / VEHICLE MAINT. SOFTWARE									
782		05/23	AP	10/12/22	0000000	MITCHELL 1	1,788.00		11/14/22
						PRO DEMAND SOFTWARE			
717		05/23	AP	09/21/22	0141556	US BANK	1,015.00		11/03/22
						AE TOOLS HOLDINGS LLC FORD IDS SOFTWARE			
ACCOUNT TOTAL							2,803.00	.00	2,803.00
685-6698-446.86-12 REPAIR & MAINTENANCE / TOWELS									
782		05/23	AP	10/28/22	0000000	ARAMARK SHOP TOWELS	82.45		11/14/22
ACCOUNT TOTAL							82.45	.00	82.45

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT	
FUND 685 VEHICLE MAINTENANCE FUND											
685-6698-446.87-08 RENTALS / WORK BY OUTSIDE AGENCY											
782		05/23 AP		11/01/22	0000000	D & D TIRE INC.	3,130.00			11/14/22	
		#287 REAR TIRES									
782		05/23 AP		10/25/22	0000000	MURPHY TRACTOR & EQUIPMENT CO	2,495.03			11/14/22	
		#288 BACKHOW FUEL ISSUES									
782		05/23 AP		10/24/22	0000000	APPARATUS TESTING SERVICES, L	1,294.00			11/14/22	
		ANNUAL PUMP TESTING									
		ACCOUNT TOTAL						6,919.03	.00	6,919.03	
		FUND TOTAL						111,507.24	.00	111,507.24	
FUND 686 PAYROLL FUND											
FUND 687 WORKERS COMPENSATION FUND											
FUND 688 LTD INSURANCE FUND											
FUND 689 LIABILITY INSURANCE FUND											
689-1902-457.51-05 INSURANCE / LIABILITY INSURANCE											
783		05/23 AP		10/25/22	0000000	AHLERS AND COONEY, P.C.	2,012.20			11/14/22	
		LGL:SCOTT DIX V. CF 09/22-10/17/22									
		PROJECT#: 012024									
		ACCOUNT TOTAL						2,012.20	.00	2,012.20	
		FUND TOTAL						2,012.20	.00	2,012.20	
FUND 724 TRUST & AGENCY											
724-0000-487.50-06 TRANSFERS OUT / TRANSFERS-SSMID COLL HILL											
797		05/23 AP		10/11/22	0000000	COLLEGE HILL PARTNERSHIP	8,369.13			11/14/22	
		PROPERTY TAX PAYMENT									
		ACCOUNT TOTAL						8,369.13	.00	8,369.13	
		FUND TOTAL						8,369.13	.00	8,369.13	
FUND 727 GREENWOOD CEMETERY P-CARE											
FUND 728 FAIRVIEW CEMETERY P-CARE											
FUND 729 HILLSIDE CEMETERY P-CARE											
FUND 790 FLOOD LEVY											
		GRAND TOTAL						2,066,266.24	5,265.47	2,061,000.77	