

AGENDA
CITY OF CEDAR FALLS, IOWA
REGULAR MEETING, CITY COUNCIL
MONDAY, JUNE 18, 2018
7:00 PM AT CITY HALL

- A. Call to Order by the Mayor.
- B. Roll Call.
- C. Approval of Minutes of the Regular Meeting of June 4, 2018.
- D. Agenda Revisions.
- E. Special Order of Business:
 - 1. Public hearing on the City's FY18-19 Consolidated Annual Plan for the Community Development Block Grant (CDBG) & HOME Program.
 - a. Receive and file proof of publication of notice of hearing. (Notice published June 8, 2018)
 - b. Written objections filed with the City Clerk.
 - c. Oral comments.
 - 2. Resolution approving and authorizing submission of the City's FY18-19 Consolidated Annual Plan for the Community Development Block Grant (CDBG) & HOME Program.
- F. Old Business:
 - 1. Pass Ordinance #2926, providing that general property taxes levied and collected each year on all property located within the South Cedar Falls Urban Renewal Area in the City of Cedar Falls, County of Black Hawk, State of Iowa, by and for the benefit of the State of Iowa, City of Cedar Falls, County of Black Hawk, Cedar Falls Community School District, Hudson Community School District, and other taxing districts, be paid to a special fund for payment of principal and interest on loans, monies advanced to and indebtedness, including bonds issued or to be issued, incurred by the City in connection with the South Cedar Falls Urban Renewal Area, upon its third & final consideration.
 - 2. Pass Ordinance #2927, amending Chapter 26, Traffic and Motor Vehicles, of the Code of Ordinances relative to establishing a 35 miles per hour speed limit on Greenhill Road from Hudson Road to West 27th Street, upon its third & final consideration.
- G. New Business:
 - 1. 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.)
 - a. Approve the following recommendations of the Mayor relative to the appointment of

members to Boards and Commissions:

- (1) Jeremy Rosel, Art & Culture Board, term ending 07/01/2022.
- (2) Mary-Sue Bartlett, Art & Culture Board, term ending 07/01/2022.
- (3) Susan Langan, Human Rights Commission, term ending 07/01/2021.
- (4) Andrew Morse, Human Rights Commission, term ending 07/01/2021.
- (5) Kei-Che Randle, Human Rights Commission, term ending 07/01/2021.
- (6) Jeffrey Zaputil, Human Rights Commission, term ending 07/01/2021.
- (7) David Sturch, Metropolitan Bus Board, term ending 06/30/2021.

- b. Receive and file the Committee of the Whole minutes of June 4, 2018 relative to the following items:
 - (1) Water Quality Initiatives.
 - (2) Streetscape Project Update.
 - (3) FY19 Cash Management Report.
 - (4) Bills & Payroll.
- c. Receive and file the Administration Committee minutes of June 5, 2018.
- d. Receive and file bids received for the sale of \$6,585,000 General Obligation Bonds, Series 2018.
- e. Receive and file the bids received for the 2018 Public Sidewalk & Pedestrian Trail Improvement Project.
- f. Approve the following special event related requests:
 - (1) Street closures, Sturgis Falls Celebration, June 20-24, 2018.
 - (2) Street closure, Hearthside Drive, June 30, 2018.
 - (3) Street closure, Abraham Drive, July 4, 2018.
 - (4) Accel Triathlon, July 14, 2018.
 - (5) Parking variance, Teacher Festival, July 26, 2018.
- g. Approve the following applications for cigarette/tobacco/nicotine/vapor permits:
 - (1) Bani's, 2128 College Street.
 - (2) Five Corners Liquor & Wine, 809 East 18th Street.
 - (3) Great Wall, 2125 College Street.
 - (4) Hill Street News and Tobacco, 2217 College Street.
 - (5) Kwik Star, 7500 Nordic Drive.
 - (6) Kwik Star, 2019 College Street.
 - (7) The Dragon's Cave, 2225 College Street.
 - (8) Tobacco Outlet Plus, 4116 University Avenue.
 - (9) ZSAVOOZ, 206 Brandilynn Boulevard.
- h. Approve the following applications for beer permits and liquor licenses:
 - (1) Hong Kong Chinese Restaurant, 6306 University Avenue, Special Class C liquor - renewal.
 - (2) Amvets, 1934 Irving Street, Class A liquor & outdoor service - renewal.
 - (3) NewAldaya Lifescapes, 7511 University Avenue, Class A liquor & outdoor service - renewal.
 - (4) Mulligan's Brick Oven Grill & Pub, 205 East 18th Street, Class C liquor & outdoor service - renewal.
 - (5) Texas Roadhouse, 5715 University Avenue, Class C liquor - renewal.
 - (6) Dollar General Store, 2921 Center Street, Class C beer & Class B wine - change in ownership.
 - (7) Kwik Star, 2019 College Street, Class C beer - adding Class B wine.
 - (8) Mary Lou's Bar & Grill, 2719 Center Street, Class C liquor - temporary outdoor service. (July 13-July 14, 2018)

2. 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.)
- a. Resolution directing sale of \$6,585,000 General Obligation Bonds, Series 2018.
 - b. Resolution approving and authorizing execution of the renewal of the City's FY19-21 Long Term Disability policy and plan amendments with National Insurance Services.
 - c. Resolution approving the renewal of the City's FY19-20 Group Life and Accidental Death & Dismemberment Renewal policy with Standard Insurance Company.
 - d. Resolution approving and authorizing execution of an Administrative Services Agreement with Wellmark Blue Cross and Blue Shield relative to the City's FY19 Employee Health Plan.
 - e. Resolution approving the Group Insurance Policy with Wellmark Blue Cross and Blue Shield relative to the City's dental plan.
 - f. Resolution approving an FY19 Health Plan Stop Loss Policy with Wellmark, Inc.
 - g. Resolution approving and authorizing execution of a Client Authorization to Bind Coverage with Arthur J. Gallagher Risk Management Services, Inc. relative to Insurance Brokerage and Risk Management Services.
 - h. Resolution approving and authorizing execution of two Claims Service Contracts with Alternative Service Concepts, LLC.
 - i. Resolution approving and authorizing execution of an Agreement to Support "Fulfilling the Vision" Campaign for Economic Vitality of the Greater Cedar Valley Alliance & Chamber relative to an FY19 Economic Development Grant.
 - j. Resolution approving and authorizing execution of an Agreement in Support of the College Hill Partnership relative to an FY19 Economic Development Grant.
 - k. Resolution approving and authorizing execution of an Agreement to Support Economic Development Program of the College Hill Partnership relative to FY19 Self-Supported Municipal Improvement District (SSMID) Funds.
 - l. Resolution approving and authorizing execution of an Agreement to Support Economic Development Program of Cedar Falls Community Main Street relative to an FY19 Economic Development Grant.
 - m. Resolution approving and authorizing execution of an Agreement to Support Economic Development Program of Cedar Falls Community Main Street relative to FY19 Self-Supported Municipal Improvement District (SSMID) Funds.
 - n. Resolution approving and authorizing execution of an Agreement for Banking Services with Farmers State Bank.
 - o. Resolution approving and authorizing execution of an Agreement for Merchant Processing Services with Professional Solutions Financial Services.
 - p. Resolution approving and authorizing execution of an Agreement for Purchase of Office Supplies and Copy Paper with Matt Parrott/Storey Kenworthy.

- q. Resolution approving and authorizing execution of an Agreement for Purchase of Uniforms with ServiceWear Apparel.
 - r. Resolution approving and authorizing execution of an Agreement for Purchase of Janitorial Products with Martin Bros. Distributing Co., Inc.
 - s. Resolution designating certain streets for operation of off-road utility vehicles for the duration of one year.
 - t. Resolution approving and accepting the low bid of Feldman Concrete, in the amount of \$122,877.68, for the 2018 Public Sidewalk & Pedestrian Trail Improvement Project.
 - u. Resolution approving and authorizing execution of a Contracted Education Proposal with Hartman Reserve Nature Center relative to providing public outreach and educational programs related to improving water quality and stormwater runoff.
 - v. Resolution approving and authorizing execution of a Change of Work Order No. 2 to the contract with Peterson Contractors, Inc. relative to the 2018 Street Construction Project.
 - w. Resolution approving a Central Business District Overlay Zoning District site plan for façade improvements at 120 Main Street.
 - x. Resolution approving and authorizing execution of a Professional Service Agreement for Grant Administration and Technical Services for Housing Projects with Iowa Northland Regional Council of Governments (INRCOG) relative to Community Development Block Grant (CDBG) Entitlement Funding.
 - y. Resolution approving and authorizing execution of a Memorandum of Understanding with Iowa Northland Regional Council of Governments (INRCOG) relative to preparation of a Resource Enhancement and Protection (REAP) Grant Application for the Clay Street Park Water Quality Improvements Project.
 - z. Resolution approving five occupancy permits prior to the acceptance of the public improvements in Arbors Third Addition.
- H. Allow Bills and Payroll.
- I. City Council Referrals.
- J. City Council Updates.
- K. Executive Session to discuss Property Acquisition per Iowa Code Section 21.5(1)(j) to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property, following Public Forum.
- L. Public Forum. (Speakers will have one opportunity to speak for up to 5 minutes on topics germane to City business.)
- M. Adjournment.

**CITY HALL
CEDAR FALLS, IOWA, JUNE 4, 2018
REGULAR MEETING, CITY COUNCIL
MAYOR JAMES P. BROWN PRESIDING**

The City Council of the City of Cedar Falls, Iowa, met in Regular Session, pursuant to law, the rules of said Council and prior notice given each member thereof, in the City Hall at Cedar Falls, Iowa, at 7:00 P.M. on the above date. Members present: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Absent: None.

- 51922 - It was moved by Wieland and seconded by Miller that the minutes of the Regular Meeting of May 21, 2018 be approved as presented and ordered of record. Motion carried unanimously.
- 51923 - City Clerk Danielsen announced that Item G-2.i. was being removed from the Resolution Calendar.
- 51924 - Mayor Brown announced that in accordance with the public notice of May 25, 2018, this was the time and place for a public hearing on proposed plans, specifications, form of contract & estimate of cost for the 2018 Public Sidewalk & Pedestrian Trail Improvement Project. It was then moved by Kruse and seconded by deBuhr that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 51925 - The Mayor then asked if there were any written objections filed to the proposed plans, etc. Upon being advised that there were no written objections on file, the Mayor then called for oral comments. City Engineer Resler commented briefly on the project. There being no one else present wishing to speak either for or against the proposed plans, etc., the Mayor declared the hearing closed and passed to the next order of business.
- 51926 - It was moved by Darrah and seconded by Wieland that Resolution #21,130, approving and adopting the plans, specifications, form of contract & estimate of cost for the 2018 Public Sidewalk & Pedestrian Trail Improvement Project, be adopted. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion Carried. The Mayor then declared Resolution #21,130 duly passed and adopted.
- 51927 - It was moved by Blanford and seconded by Kruse that Ordinance #2923, providing that general property taxes levied and collected each year on all property located within the amended Cedar Falls Unified Highway 58 Corridor Urban Renewal Area, in the City of Cedar Falls, by and for the benefit of the State of Iowa, City of Cedar Falls, County of Black Hawk, Cedar Falls Community School District, Hudson Community School District, and other taxing districts, be paid to a special fund for payment of principal and interest on loans, monies advanced to and indebtedness, including bonds issued or to be issued, incurred by the city in connection with the amended Cedar Falls Unified Highway 58 Corridor Urban Renewal Area (Amendment No. 4 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan), be passed upon its third and final consideration. The Mayor put the question

Item C.

- 2 -

on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Ordinance #2923 duly passed and adopted.

51928 - It was moved by Miller and seconded by Kruse that Ordinance #2924, amending Chapter 27, Utilities, of the Code of Ordinances, relative to sanitary sewer rates, be passed upon its third and final consideration. The Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Ordinance #2924 duly passed and adopted.

51929 - It was moved by Kruse and seconded by deBuhr that Ordinance #2925, amending Chapter 27, Utilities, of the Code of Ordinances, relative to storm water management rates, be passed upon its third and final consideration. The Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Ordinance #2925 duly passed and adopted.

51930 - It was moved by Kruse and seconded by Blanford that Ordinance #2926, providing that general property taxes levied and collected each year on all property located within the South Cedar Falls Urban Renewal Area in the City of Cedar Falls, County of Black Hawk, State of Iowa, by and for the benefit of the State of Iowa, City of Cedar Falls, County of Black Hawk, Cedar Falls Community School District, Hudson Community School District, and other taxing districts, be paid to a special fund for payment of principal and interest on loans, monies advanced to and indebtedness, including bonds issued or to be issued, incurred by the City in connection with the South Cedar Falls Urban Renewal Area, be passed upon its second consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried.

51931 - It was moved by Darrah and seconded by Wieland that Ordinance #2927, amending Chapter 26, Traffic and Motor Vehicles, of the Code of Ordinances relative to establishing a 35 miles per hour speed limit on Greenhill Road from Hudson Road to West 27th Street, be passed upon its second consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried.

51932 - It was moved by Kruse and seconded by Darrah that the following items and recommendations on the Consent Calendar be received, filed and approved:

Approve the recommendation of the Mayor relative to the appointment of MaraBeth Soneson to the Utilities Board of Trustees, term ending 08/31/2024. Councilmember Darrah expressed his thanks to MaraBeth Soneson.

Receive and file the Committee of the Whole minutes of May 21, 2018 relative to the following items:

- (1) Utilities Board of Trustees Interview - MaraBeth Soneson.
- (2) Visitors & Tourism Initiatives/Update.

- (3) Speed limit on South Main Street-University Avenue to Greenhill Road.
- (4) Bills & Payroll.

Receive and file the City Council Work Session minutes of May 14, 2018.

Receive and file Departmental Monthly Reports of April 2018.

Approve the following applications for cigarette/tobacco/nicotine/vapor permits:

- (1) Dollar General Store, 2921 Center Street.
- (2) Murphy USA, 518 Brandilynn Boulevard.
- (3) SUDS, 2223 1/2 College Street.
- (4) Up In Smoke, 2218 College Street.

Approve the following applications for beer permits and liquor licenses:

- (1) Dollar General Store, 2921 Center Street, Class C beer & Class B wine - renewal.
- (2) Kwik Star, 2019 College Street, Class C beer - renewal.
- (3) Kwik Star, 7500 Nordic Drive, Class C beer & Class B wine - renewal.
- (4) Chuck E. Cheese's, 5911 University Avenue, Class B beer - renewal.
- (5) Applebee's Neighborhood Grill & Bar, 6301 University Avenue, Class C liquor - renewal.
- (6) Los Cabos Mexican Restaurant, 112-114 Main Street, Class C liquor & outdoor service - renewal.
- (7) Prime Mart, 2323 Main Street, Class E liquor - renewal.
- (8) Target, 214 Viking Plaza Drive, Class E liquor - renewal.
- (9) Fraternal Order of Eagles, 2125 West Lone Tree Road, Class C liquor & outdoor service - temporary expansion of outdoor service area. (June 22-24, 2018)

Following a comment by Councilmember Darrah thanking Ms. Soneson for her continued service on the Utilities Board of Trustees, the motion carried unanimously.

51933 - It was moved by Kruse and seconded by Miller that the following resolutions be introduced and adopted:

Resolution #21,131, directing the advertisement for sale of \$6,585,000 General Obligation Bonds, Series 2018, and approving electronic bidding procedures and Official Statement.

Resolution #21,132, approving and authorizing execution of an Engagement Letter with Eide Bailly, LLP to perform the audit of FY18 financial statements and programs compliance.

Resolution #21,133, approving and authorizing execution of an Actuarial Services Agreement with SilverStone Group, Incorporated relative to Governmental Accounting Standards Board (GASB) 75.

Resolution #21,134, approving and authorizing execution of a Professional Service Agreement with Carlson Dettmann Consulting, LLC relative to a Job Classification Review, in conjunction with the City's pay plan study.

Item C.

- 4 -

Resolution #21,135, approving and authorizing execution of a Professional Service Agreement with Carlson Dettmann Consulting, LLC relative to a Performance Development Program, in conjunction with the City's pay plan study.

Resolution #21,136, designating the dates and locations for the annual Sturgis Falls Celebration and Cedar Basin Jazz Festival Inc.

Resolution #21,137, approving and authorizing expenditure of funds for the purchase of two dump trucks.

Resolution #21,138, approving the Certificate of Completion and accepting the work of Municipal Pipe Tool Company, LLC for the 2017 Sanitary Sewer Rehabilitation Project.

Resolution #21,139, approving and authorizing execution of Supplemental Agreement No. 7 with AECOM Technical Services, Inc. relative to the Downtown Levee Improvements Project.

Resolution #21,140, approving and accepting the contract and bond of K. Cunningham Construction Co. Inc. for the Center Street Recreational Trail Project.

Resolution #21,141, approving and authorizing execution of a Contract for Completion of Improvements with CF Gateway Park, Inc. relative to the final plat of Gateway Business Park at Cedar Falls I.

Resolution #20,142, approving and authorizing execution of a Professional Service Agreement with Clapsaddle-Garber Associates for 2018 construction observation and testing services relative to new subdivisions.

Resolution #20,143, approving and authorizing execution of Supplemental Agreement No. 1 with Clapsaddle-Garber Associates for construction observation and testing services relative to Gateway Business Park. (Contingent upon approval of Item G-2.m.)

Resolution #20,144, approving a Highway 20 Commercial Corridor Overlay Zoning District development site plan for construction of a hotel and conference center on Lot 1, Gateway Business Park at Cedar Falls I.

Resolution #20,145, approving and authorizing execution of a Developmental Procedures Agreement with CF Gateway Park, Inc. relative to public improvements in Gateway Business Park at Cedar Falls I.

Resolution #20,146, approving the final plat of Gateway Business Park at Cedar Falls I.

Resolution #20,147, approving and authorizing execution of a Rehabilitation Contract with To Jo Construction Inc., relative to a Community Development Block Grant (CDBG) emergency repair project.

Resolution #20,148, approving and authorizing execution of a Rehabilitation Contract with Curran Plumbing Inc., relative to a Community Development Block Grant (CDBG) emergency repair project.

Resolution #20,149, setting June 18, 2018 as the date of public hearing on the City's FY18-19 Consolidated Annual Plan for the Community Development Block Grant (CDBG) & HOME Program.

Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Resolutions #21,131 through #21,149 duly passed and adopted.

- 51934 - It was moved by Kruse and seconded by Wieland that the bills and payroll be allowed as presented, and that the Controller/City Treasurer be authorized to issue City checks in the proper amounts and on the proper funds in payment of the same. Upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried.
- 51935 - It was moved by Darrah and seconded by Kruse to refer to the Committee of the Whole, to review prior to Goal Setting, the process of the Pavement Management Program and modifications for unique circumstances. Motion carried 5-2 with Councilmembers duBuhr and Wieland voting nay.
- 51936 - Councilmember Green recognized the professionalism of the Falls Aquatic Center staff during Memorial Day weekend opening.

Councilmember Green also recognized the great neighborhood attendance at the Sartori Park Memorial Day Picnic.
- 51937 - It was moved by Wieland and seconded by Kruse that the meeting be adjourned at 7:10 P.M. Motion carried unanimously.

Jacqueline Danielsen, MMC, City Clerk



DEPARTMENT OF DEVELOPMENTAL SERVICES

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

Community & Economic Development

Phone: 319-273-8606

Fax: 319-273-8610

MEMORANDUM

TO: Honorable Mayor Brown & City Council

FROM: Iris Lehmann, Planner I

DATE: June 14, 2018

RE: FY 2018-2019 Annual Action Plan for the Community Development Block Grant and HOME Program Funding Public Hearing

The Planning and Community Services Division is in the process of preparing its Annual Action Plan for the period of FY 2018-2019. An Annual Action Plan is a detailed document establishing the goals, objectives, priority housing needs, project descriptions, and other pertinent information for the upcoming CDBG Program Year. The plan must be consistent with the approved 5 year Consolidated Action Plan. This Annual Action Plan will allow the City of Cedar Falls will be eligible to utilize FY 2018-2019 Community Development Block Grant funds (CDGB) from the U.S. Department of Housing (HUD) in the amount of \$248,026. The City will also receive HOME Investment Partnership funds in the approximate amount of \$48,000 in accordance with the Consortium with Waterloo. The proposed FY2018-2019 CDBG annual allocation is comparable to previous grants received. All projected activities have been recognized as acceptable block grant activities, primarily providing benefit to low and moderate income citizens (one of the three HUD national program requirements).

In its Annual Action Plan Cedar Falls seeks to:

- Provide affordable housing and improvements to housing to address the growing gap between housing costs and local incomes, which leads to rising rates and overcrowding, overpayment, and substandard housing conditions for the area lowest income residents,
- Improve community services, particularly in low income areas and provide a network of shelter, housing, and support services to prevent homelessness, moving the homeless to permanent housing and independence, and eliminating chronic homelessness are community objectives,
- Promote economic development, create jobs, and increase the job skills of potential employees, and
- Support services that increase the ability of seniors, persons with disabilities, and

Item E.1.

others with special needs to live independently and avoid institutions are supported by the City.

The Housing Commission held a public meeting for the consideration of the FY 2018-2019 Annual Action Plan on May 8th, 2018. The Annual Action Plan allocates 20% of the annual funds to administrative costs, 15% toward Service Agencies, and the remainder to the rehabilitation and emergency repair program. There were no public comments. After discussion, the Housing Commission unanimously agreed to recommend approval of the FY 2018-2019 Annual Action Plan and to forward the Plan to City Council. Following HUD protocol a 30-day comment period was opened after the Housing Commission's recommendation of approval. Written comments will continue to be collected by the Community Development Department until June 18th, 2018. No comments have been submitted at this time.

In further accordance with HUD requirements, a public hearing at City Council is required as part of the approval of an Annual Action Plan. To meet the requirement, Staff recommends holding the public hearing on Monday, June 18th, 2018 and that the FY 2018-2019 Annual Action Plan be approved, subject to noting any public comments received or as amended by City Council.

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

xc: Stephanie Houk Sheetz, Director
Karen Howard, Planning & Community Services Manager

CITY OF CEDAR FALLS, IOWA
CDBG ENTITLEMENT PROGRAM
FEDERAL FISCAL YEAR 2018 (CITY FISCAL YEAR 2019) ANNUAL ACTION PLAN

COMMENT PERIOD PUBLICATION (30-day public comment period, per Citizen Participation Plan):

Waterloo-Cedar Falls Courier; April 26th, 2018

HOUSING COMMISSION (PUBLIC) MEETING ON:

May 8th, 2018 (Recommendation to Council for approval; open 30-day public comment period)

Publication: Waterloo-Cedar Falls Courier; April 26th, 2018

ADOPTED BY CITY COUNCIL ON:

(June 18th, 2018) (After a properly-noticed public hearing was conducted; close 30-day public comment period)

Publication: Waterloo-Cedar Falls Courier; **June XX, 2018**

PRELIMINARY DRAFT FOR REVIEW

May 8th, 2018

Item E.1.

Executive Summary

AP-05 Executive Summary - 91.200(c), 91.220(b)

1. Introduction

The purpose of the Annual Action Plan (AP) is to guide federal funding decisions for the next year. The AP is guided by three overarching goals that are applied according to a community needs. The goals are:

- (1) To provide decent housing by preserving the affordable housing stock, increasing the availability of affordable housing, reducing discriminatory barriers; increasing the supply of supportive housing for those with special needs; and transitioning homeless persons and families into housing.
- (2) To provide a suitable living environment through safer, more livable neighborhoods, greater integration of low-and-moderate income residents throughout the city, increased housing opportunities, and reinvestment in deteriorating neighborhoods.
- (3) To expand economic opportunities through more jobs paying self-sufficient wages, homeownership opportunities, development activities that promote long-term community viability, and the empowerment of low- and moderate- income persons to achieve self-sufficiency.

Cedar Falls is committed to allocating funds that serve the needs of the lowest income and most disadvantaged residents. Households with incomes less than 50% of the area median income, particularly those with extremely low incomes are particular priorities. The city has also identified special needs individuals as among those who face the greatest challenges and who should receive high priority in the expenditure of federal funds, including at-risk children and youth, low-income families, the homeless and persons threatened with homelessness, the elderly, and persons with disabilities. The following needs address these priorities: Affordable housing investment in community development activities in lower income and deteriorating neighborhoods and in facilities that serve lower income populations, and supportive services to maintain independence. Cedar Falls, by focusing on these needs, seeks to address the following community concerns: A need for additional affordable housing to address the growing gap between housing costs and local incomes, which leads to rising rates and overcrowding, overpayment, and substandard housing conditions for the area lowest income residents. Programs that improve community services, particularly in low income areas and provide a network of shelter, housing, and support services to prevent homelessness, moving the homeless to permanent housing and independence, and eliminating chronic homelessness are community objectives. Also, programs that promote economic development, create jobs, and increase the job skills of potential employees, and supportive services that increase the ability of seniors, persons with disabilities, and others with special needs to live independently and avoid institutions are supported by the City.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The City of Cedar Falls will provide assistance and services to low-and-moderate income residents in accordance to the Annual Action Plan through designated projects. These projects and services include housing rehabilitation, accessibility improvements and public services and potentially demolition and clearance programs. These programs are designated to improve and preserve the housing stock, prevent homelessness and improve areas that meet the national objective in the community. By focusing on these overall priorities outlined in the Cedar

Falls Consolidated Plan, we are able to provide decent housing by preserving the affordable housing stock, providing a suitable living environment and expanding economic opportunities.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects. As stated in the City of Cedar Falls' Future Forward Plan, the community has identified unique and highly attractive housing options as a priority for the community. In addition, with this Plan, affordable housing, community development, economic development, homelessness and social services are viewed as priority needs for the City. High priorities for FY 2015-2019 also include infrastructure improvements, public facility improvements, demolition and clearance of dilapidated structures, public services and the development and maintenance of affordable housing. The City has addressed some of those goals during prior years through its rehabilitation projects and public service agency awards.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan. The Consultation process consisted of a series of meetings with public agencies and non-profit organizations. The meetings were held to identify current issues and trends impacting the agencies and organizations. Topics discussed were homelessness; services to extremely low, low, and moderate-income families and individuals; and affordable housing. The information gathered was used in developing the Annual Action Plan. In addition, a public meeting with the Housing Commission was held on May 8th, 2018 and also a City Council public hearing regarding the annual action plan on June 18th, 2018. No comments were received at either meeting.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

No comments were received from the Housing Commission's Public Meeting held on May 8th, 2018. No Comments were received from the City Council Public Hearing on June 18th, 2018.

6. Summary of comments or views not accepted and the reasons for not accepting them

No comments were received for consideration.

7. Summary

Our current goals are to provide decent affordable housing stock and increase the availability of affordable housing through community outreach and citizen participation.

Item E.1.

PR-05 Lead & Responsible Agencies - 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	Cedar Falls	Department of Community Development

Table 1 – Responsible Agencies

Narrative

The City of Cedar Falls administers its own CDBG activities, and in addition, implements the City's share of HOME funds received through the Waterloo-Cedar Falls HOME Consortium. The City will carry out the activities described in this Annual Plan using these two program sources.

Consolidated Plan Public Contact Information

City of Cedar Falls

Department of Community Development
Planning and Community Services Division
220 Clay St.
Cedar Falls, IA 50613
Contact: Planning and Community Services Manager
Telephone: (319) 273-8600
Website: <http://www.cedarfalls.com>

AP-10 Consultation - 91.100, 91.200(b), 91.215(l)**1. Introduction**

The consultation process for the City of Cedar Falls includes meetings and workshops with local public agencies and non-profit organizations in an effort to develop an Annual Action Plan that is community driven. The meetings were beneficial in identifying current issues and trends impacting the agencies and organizations. The information gathered is being used to develop the Annual Action Plan.

Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

Also, staff conducted monitoring visit meetings with the six public service agencies funded by CDBG during the prior year. These meeting provide necessary insight to the changing needs of the community. Staff also administers two housing trust funds and attended the Community Reinvestment Act training that was held in Waterloo. Trust fund meetings and the CRA meeting brought together a large group of nonprofit agencies and financial institutions to discuss housing needs and how to overcome community barriers. The Northeast Iowa Food Bank is also hosting monthly meetings bringing together agencies from all over the county to discuss food needs, including emergency food service provision to low income individuals and families.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

Meetings were held with community organizations to discuss homelessness and affordable housing. The Salvation Army provides homeless individuals and families with shelter and services. Habitat for Humanity provides affordable housing to families assisting them with homeownership. Strategies were discussed on how to better assist and affirmatively further fair housing to those with the greatest need. The organizations provided in depth information on housing needs for homeless persons, in addition to persons at risk of homelessness. Staff also attends meetings held bi-monthly with representatives from the Black Hawk County Local Homeless Coordinating Board, the regional Continuum of Care (COC) organization.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction’s area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Cedar Falls does not directly receive ESG funds. The Black Hawk County Local Homeless Coordinating Board (LHCB) manages homelessness in the city of Cedar Falls. While the board focus is countywide, the majority of the county homeless persons receive services in the Waterloo/Cedar Falls area. Currently the Salvation Army uses the Service Point/Homeless Management Information System (HMIS) to collect and track client data. The data collected through HMIS will be used to determine future housing needs.

2. Agencies, groups, organizations and others who participated in the process and consultations

Item E.1.

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	SALVATION ARMY
	Agency/Group/Organization Type	Services – Housing Rent Inflation Services – Sheltering; Rapid Rehousing Services - Victims of Domestic Violence Services – Proximity to Services; Transportation
	What section of the Plan was addressed by Consultation?	Annual Goals and Objectives; Project Summary; Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Unaccompanied youth L/M Income Limited Clientele
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	A meeting was held with the Salvation Army. Staff discussed needs of the Salvation Army clients, relative to the shelters and services they manage. Homeless in the jurisdiction.
2	Agency/Group/Organization	IOWA HEARTLAND HABITAT FOR HUMANITY
	Agency/Group/Organization Type	Housing – Affordable and Rehab and Repair Services - Housing
	What section of the Plan was addressed by Consultation?	Annual Goals and Objectives; Project Summary; Housing Need Assessment; Non-Homeless Special Needs; L/M Income Limited Clientele
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Staff has discussed working with Habitat for Humanity to identify how our organizations can work together to make the CBDG and HOME funds have a larger impact on the community.
3	Agency/Group/Organization	CONSUMER CREDIT COUNSELING SERVICES
	Agency/Group/Organization Type	Services-Persons in Housing Jeopardy Services-Housing Education; Counseling; Financial Literacy
	What section of the Plan was addressed by Consultation?	Annual Goals and Objectives; Project Summary; Anti-poverty Strategy; Prevention of homelessness; L/M Income Limited Clientele
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	In meeting with the organization, they were able to give insight to the current issues they see with financial and credit management in the community, specific to housing.
4	Agency/Group/Organization	NORTHEAST IOWA FOOD BANK/FOOD PANTRY
	Agency/Group/Organization Type	Services - Emergency Food
	What section of the Plan was addressed by Consultation?	Annual Goals and Objectives; Project Summary; Services - Food Provision for Persons in Need L/M Income Limited Clientele
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Staff met with NEIFB employees to discuss the food needs and demands of persons in need, specifically the working poor, and persons impacted by medical and unemployment circumstances; needs of senior citizens were also discussed.

5	Agency/Group/Organization	VISITING NURSES ASSOCIATION
	Agency/Group/Organization Type	Services – Home Health Care for Persons Service – At risk of losing housing because of medical circumstances
	What section of the Plan was addressed by Consultation?	Annual Goals and Objectives; Project Summary; Services – Home health care; L/M Income Limited Clientele
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Staff met with VNA staff members to discuss the use of funds and needs of persons. Client circumstances, relative to healthcare and housing were noted as a threat to residents in need.
6	Agency/Group/Organization	FAMILY AND CHILDREN’S COUNCIL
	Agency/Group/Organization Type	Services – Abuse prevention; Education; Resource availability
	What section of the Plan was addressed by Consultation?	Annual Goals and Objectives; Project Summary; Services – Homeless Prevention; Parenting Education L/M Income Limited Clientele
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Met with agency staff to discuss needs of clients relative to their impacts of abuse on housing and homelessness. Discussed additional needs including funding for sexual abuse prevention, as well as employment and educational training.
7	Agency/Group/Organization	PATHWAYS BEHAVIORAL SERVICES
	Agency/Group/Organization Type	Service – Substance abuse treatment and prevention
	What section of the Plan was addressed by Consultation?	Annual Goals and Objectives; Project Summary; Service – Homeless prevention L/M Income Limited Clientele
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Staff met with Pathways staff regarding future needs of clients and the impact of substance abuse on housing and homelessness, specifically the new detox center being constructed; opioid epidemic; need for 24/7 nursing staff needs.

Identify any Agency Types not consulted and provide rationale for not consulting

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Black Hawk County Local Homeless Coordinating Board (LHCB)	The LHCB was reviewed to better understand the homeless housing and social service needs in developing the Annual Action Plan.

Table 3 - Other local / regional / federal planning efforts

Item E.1.

Narrative

AP-12 Participation - 91.401, 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation

Summarize citizen participation process and how it impacted goal-setting

A Housing Commission public meeting and a City Council public hearing were held to discuss citizen input. **No comments were received during** the public meeting **or hearing**. Other agencies are relied upon for goal setting, due to the lack of direct citizen participation. Through meetings with the various community organizations we were able to identify priority needs and conform a plan to address affordable housing needs and services to low-and moderate-income households and persons.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
1	Public Meeting	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community	A Housing Commission public meeting was held on Wednesday May 8 th , 2018 at 5:00 pm in the Duke Young Conference Room at the Cedar Falls City Hall. There were no attendees, other than agency representatives. No comments were received. No written comments were submitted.	No comments received.		www.cedarfalls.com

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Public Hearing	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community	A City Council public hearing was held on June 18 th , 2018 at 7:00pm.	No comments were received.		www.cedarfalls.com

Table 4 – Citizen Participation Outreach

Item E.1.

Expected Resources

AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

Introduction

The City of Cedar Falls anticipates receiving an allocation of \$248,026 in Community Development Block Grant funding for Federal Fiscal Year 2018. In addition, the City has unspent resources from four prior years, as noted in the Table below, that needs to be expended as well.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Amount Available Year 2018				Expected Amount Available Remainder of Con Plan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Years Resources: \$	Total: \$		
CDBG	Public - federal	Acquisition Admin and Planning, Economic Development, Housing, and Public Services	\$248,026	\$1,000	\$19,032.70 \$12,624.00 \$151,333.89 <u>\$232,573.00</u> <u>\$415,563.59</u>	<u>\$664,589.59</u> 664,589.00	<u>\$664,589.59</u> 664,589.00	Funds will be used for housing and non-housing community development.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

CDBG funds are paired with HOME funds to provide rehabilitation grants for single family homeowners. Also, CDBG funds, awarded to agencies, will be used in conjunction with other agency funding sources in order to provide services to Cedar Falls residents.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City of Cedar Falls owns industrial property that allows the City flexibility in developing sites and encourages new firms to move to the industrial parks.

Discussion

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Single Family Owner Occupied Rehabilitation	2015	2019	Affordable Housing	City of Cedar Falls	Single Family Rehabilitation	\$345,000	Homeowner Housing Rehab: Approximately 10 Low/Moderate Income Housing Units
2	Single Family Owner Occupied Repair Program	2015	2019	Affordable Housing	City of Cedar Falls	Repair of existing, affordable housing; Housing Stock Preservation	\$125,000	Homeowner Housing Repair: Approximately 10 Low/Moderate Income Housing Units
3	Public Service: Consumer Credit Counseling	2015	2019	Public Services: Housing education and financial literacy	City of Cedar Falls Residents	Public Service: Debt Counseling	\$3,720	Public service activities for Low/Moderate Income Limited Clientele: Approximately 40 Persons Assisted
4	Public Service: Family and Children's Council	2015	2019	Non-Homeless Special Needs Public Services; Child abuse prevention	City of Cedar Falls Residents	Public Services: Family and Children's Council	\$3,720	Public service activities for Low/Moderate Income Limited Clientele: Approximately 6 Households Assisted
5	Public Service: Emergency Shelter: Homeless Prevention	2015	2019	Homeless: Women and children sheltering	City of Cedar Falls Residents	Emergency Shelter: Salvation Army	\$9,920	Homelessness Prevention: Approximately 20 Low/Moderate Income Limited Clientele Households Assisted

Item E.1.

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
6	Public Service: Northeast Iowa Food Bank	2015	2019	Public Services: Emergency Food provision	City of Cedar Falls Residents	Public Services: Northeast Iowa Food Bank	\$9,920	Public service for Low/Moderate Income Limited Clientele: Approximately 3,000 Persons Assisted
7	Public Service: Visiting Nurses Association	2015	2019	Non-Homeless Special Needs Public Services: Home health services	City of Cedar Falls Residents	Public Services: Visiting Nurses Association	\$4,960	Public service for Low/Moderate Income Limited Clientele: Approximately 35 Persons Assisted
8	Public Service: Pathways Behavioral Services	2015	2019	Non-Homeless Special Needs Public Services: Substance abuse treatment	City of Cedar Falls Residents	Public Services: Pathway Behavioral Services	\$4,960	Public service for Low/Moderate Income Limited Clientele: Approximately 10 Persons Assisted
9	Demolition and Clearance	2015	2019	Non-Housing Community Development	City of Cedar Falls	Demolition and Clearance	\$15,000	Buildings Demolished: Approximately 2 Buildings
10	Interest Income	2015	2019		Not Applicable	Not Applicable	\$1,000	Lump Sum Draw Income
11	Planning and Administration	2015	2019	Administration	Not Applicable	Administration	\$59,889	All Programs

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Single Family Rehabilitation
	Goal Description	The Housing Rehabilitation Program provides grants for low-and-moderate income homeowners for the purpose of housing rehabilitation, emergency repairs, handicapped accessibility and structural hazard removal in effort to preserve owner-occupied single-family housing stock. Eligible activities expected to be conducted include (but not limited to) repair or replacement of the mechanical systems, roofs, doors, foundations, structural repair, wall and attic insulation, interior wall panels, windows and siding.
2	Goal Name	Single Family Homeowner Repair Program
	Goal Description	Funds will be used for assisting qualified homeowners to improve or repair, either in emergency situations or on an individual basis; single family housing units.
3	Goal Name	Public Service: Consumer Credit Counseling
	Goal Description	This public service agency provides housing education and counseling for residents of Cedar Falls as well as sponsors classes promoting literacy to enable residents to become more self-sufficient. They provide financial management and debt assessment as well.
4	Goal Name	Public Service: Family and Children's Council
	Goal Description	Family & Children's Council (FCC) is a non-profit organization whose mission is to prevent child abuse and strengthen families. FCC works toward its mission through prevention education programs in the schools, parent education, and support for families and training for professionals and community members, as well as offers access to resources.
5	Goal Name	Public Service: Emergency Shelter: Homeless Prevention
	Goal Description	The Salvation Army Emergency Shelter provides emergency housing to Cedar Falls persons experiencing homelessness. The agency also provides services to help individuals and families obtain permanent housing.
6	Goal Name	Public Service: Northeast Iowa Food Bank
	Goal Description	The mission of the Northeast Iowa Food Bank is to provide nutritious food and grocery products to nonprofit organizations and individuals in Northeast Iowa. This service is targeting the provision of emergency food to households in need through the Cedar Valley Food Pantry.
7	Goal Name	Public Service: Visiting Nurses Association
	Goal Description	The Visiting Nurses Association provides medical services to home-bound persons in need medical assistance.
8	Goal Name	Public Service: Pathways Behavioral Services
	Goal Description	Pathways Behavioral Services provides substance abuse services though outpatient counseling, halfway house residential treatment, and adult transitional housing and comprehensive prevention education.
9	Goal Name	Demolition and Clearance
	Goal Description	The Demolition and Clearance Program provides funds for the demolition and clearance of dilapidated structures to eliminate specific conditions of blight or physical decay on a spot basis. Individual demolition clearance activities will be subject to CDBG eligibility verification.

Item E.1.

AP-35 Projects - 91.420, 91.220(d)

Introduction

The projects chosen for funding allocation all serve a purpose in efforts to prevent homelessness, preserve the current housing stock of affordable homes in the area and provide services that are essential to keeping residents in their homes. These programs were designated to improve the housing stock, prevent homelessness and improve areas that meet the national objective in the community. Funds will be utilized in an efficient manner and serve those with the greatest need.

#	Project Name
1	Single Family Rehabilitation
2	Single Family Repair Program
3	Public Service: Consumer Credit Counseling
4	Public Services: Family and Children's Council
5	Public Services- Salvation Army Homeless Shelter
6	Public Services: Northeast Iowa Food Bank
7	Public Services: Visiting Nurses Association
8	Public Services: Pathways Behavioral Services
9	Demolition and Clearance
10	Interest Income
11	CDBG Planning and Administration

Table 7 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The funding that has been allocated was done so to support on ongoing efforts to eliminate poverty through making housing more affordable, preserving the condition and availability of existing housing stock, and helping citizens build human, social, physical, and natural assets. Each allocation serves a purpose to prevent homelessness, eliminate slum and blight and provide economic opportunity. A barrier to affordable housing for low-income residents in Cedar Falls has been the price of homes and land in the area. Declining local and federal resources have also been a key impediment to addressing needs. Unfortunately, as a result, the city's financial and staff resources have declined as well.

AP-38 Project Summary

Project Summary Information

1	Project Name	Single Family Rehabilitation
	Target Area	City of Cedar Falls
	Goals Supported	Single Family Rehabilitation
	Needs Addressed	Single Family Rehabilitation
	Funding Target	CDBG: \$345,000
	Description	Rehabilitation of Owner Occupied Units; LMI Households
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 10 households will benefit from the CBBG Rehabilitation Program
	Location Description	City of Cedar Falls
	Planned Activities	Eligible activities expected to be conducted include (but not limited to) repair or replacement of the mechanical systems, roofs, doors, foundations, structural repair, wall and attic insulation, interior wall panels, windows and siding.
2	Project Name	Single Family Owner Occupied Repair Program
	Target Area	City of Cedar Falls
	Goals Supported	Single Family Rehabilitation
	Needs Addressed	Single Family Rehabilitation
	Funding Target	\$125,000
	Description	Repair of Owner Occupied Units; LMI Households
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 10 households will benefit from this limited CBBG Rehabilitation Program
	Location Description	City of Cedar Falls
	Planned Activities	Eligible activities expected to be conducted include (but not limited to) repair or replacement of the mechanical systems, HVAC, roofs, and other limited, minor emergency repairs.
3	Project Name	Public Service: Consumer Credit Counseling
	Target Area	City of Cedar Falls Residents; LMI Limited Clientele
	Goals Supported	Consumer Credit Counseling
	Needs Addressed	Public Service: Housing Education and Debt Counseling
	Funding Target	CDBG: \$3,720
	Description	Funds will be used to pay for education, literacy, and financial credit counseling services for Cedar Falls residents who are seeking housing assistance or to prevent foreclosure.
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	This activity will benefit approximately 40 people in the Cedar Falls area.
	Location Description	1003 W. 4th St. Waterloo, Iowa 50702
	Planned Activities	Consumer Credit Counseling provides financial counseling to those seeking housing assistance and foreclosure prevention.

Item E.1.

4	Project Name	Public Service: Family and Children's Council
	Target Area	City of Cedar Falls Residents; LMI Limited Clientele
	Goals Supported	Public Service: Family and Children's Council
	Needs Addressed	Public Service: Family and Children's Council
	Funding Target	CDBG: \$3,720
	Description	Funds will be used to pay for child abuse prevention (Parent Connection) program that provides in-home or group-based parent education, formal social support, and access to resources in the community for individuals parenting children ages birth to twelve years residing in Black Hawk County.
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	The program will assist approximately 6 families.
	Location Description	FCC is located at 2051 Kimball Avenue, Waterloo, Iowa 50702
	Planned Activities	Funds will be used to pay for the Parent Connection program that provides in-home or group-based parent education, formal social support, and access to resources in the community for individuals parenting children ages birth to twelve years residing in Black Hawk County.
5	Project Name	Public Service: Salvation Army Homeless Shelter
	Target Area	City of Cedar Falls Residents; LMI Limited Clientele
	Goals Supported	Public Service: Emergency Shelter: Homeless Prevention
	Needs Addressed	Emergency Shelter: Salvation Army
	Funding Target	CDBG: \$9,920
	Description	Funds will be used for the operations or capital repairs at the homeless shelters managed by The Salvation Army.
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	The Salvation Army will assist approximately 20 families in preventing homelessness.
	Location Description	The Salvation Army has shelters at the following locations: 603 South Hackett, 229 Logan Avenue, 216-218 Logan Avenue, Waterloo Iowa
	Planned Activities	The Salvation Army will use the funds to operate the shelters and pay utility costs.
6	Project Name	Public Service: Northeast Iowa Food Bank
	Target Area	City of Cedar Falls Residents; LMI Limited Clientele
	Goals Supported	Public Service: Northeast Iowa Food Bank
	Needs Addressed	Public Service: Northeast Iowa Food Bank
	Funding Target	CDBG: \$9,920
	Description	Funds will be used for the Cedar Valley Food Pantry. The Pantry provides emergency and supplemental food to people in need in Black Hawk County.
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	The Northeast Iowa Food Bank will assist approximately 3,000 people.
	Location Description	1605 Lafayette Street, Waterloo Iowa 50703
	Planned Activities	Funds will be used for the Cedar Valley Food Pantry. The Pantry provides emergency and supplemental food to people in need in Black Hawk County.

7	Project Name	Public Service: Visiting Nurses Association
	Target Area	City of Cedar Falls Residents; LMI Limited Clientele
	Goals Supported	Public Service: Visiting Nurses Association
	Needs Addressed	Public Service: Visiting Nurses Association
	Funding Target	CDBG: \$4,960
	Description	Funds will be used for citizens that live in Cedar Falls. The funds are used for individuals who are uninsured or underinsured who pay privately for home health services based on a sliding fee scale.
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	The Visiting Nurses Association will approximately 35 visits in the Cedar Falls area.
	Location Description	VNA is located at 2530 University Avenue, Ste. 3, Waterloo, Iowa 50701
	Planned Activities	Visiting Nurses provides home healthcare to individuals in the Cedar Falls area.
8	Project Name	Public Service: Pathways Behavioral Services
	Target Area	City of Cedar Falls Residents; LMI Limited Clientele
	Goals Supported	Public Service: Pathways Behavioral Services
	Needs Addressed	Public Service: Pathway Behavioral Services
	Funding Target	CDBG: \$4,960
	Description	Funds will be used to pay for Cedar Falls residents participation in the residential substance abuse treatment services in Pathways Residential Treatment Unit. (Recovery House)
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	Pathways Behavioral Services will assist approximately 10 persons.
	Location Description	3362 University Ave. Waterloo, IA 50701
	Planned Activities	Funds will be used to pay for Cedar Falls residents participation in the residential substance abuse treatment services in Pathways Residential Treatment Unit. (Recovery House)
9	Project Name	Demolition and Clearance
	Target Area	City of Cedar Falls Residents
	Goals Supported	Demolition and Clearance
	Needs Addressed	Demolition and Clearance
	Funding Target	CDBG: \$15,000
	Description	The funds will be used to prevent slum and blight throughout the Cedar Falls City limits by demolishing dilapidated building and structures or for clearance.
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	Demolition of approximately 2 dilapidated units in the City
	Location Description	Not Applicable
	Planned Activities	Demolish approximately 2 dilapidated units within the City

Item E.1.

10	Project Name	Interest Income
	Target Area	City of Cedar Falls (Programs Noted Above; #1-#9)
	Goals Supported	All of the AAP goals are supported by this function or activity
	Needs Addressed	All of the needs may be supported by this function or activity
	Funding Target	\$1,000
	Description	Income generated by the lump sum draw by the City
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	Funds will be used in the above-noted programs, #1-#9.
	Location Description	City of Cedar Falls
	Planned Activities	Programs #1-#9 above
11	Project Name	CDBG Planning and Administration
	Target Area	City of Cedar Falls
	Goals Supported	All of the AAP goals are supported by this function or activity
	Needs Addressed	Administration, including CDBG planning functions
	Funding Target	CDBG: \$59,889
	Description	General management, oversight and coordination of the CDBG and HOME Program(s), policy planning, environmental reviews, report preparation, and administration.
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	Not Applicable
	Location Description	Department of Community Development 220 Clay St. Cedar Falls, Iowa 50613
	Planned Activities	Administrative and planning activities, associated with the CDBG program

AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

CDBG funding is used throughout the City of Cedar Falls as well as for purchasing services from a limited number of agencies that may not be located in Cedar Falls, but which will provide services to Cedar Falls residents. Our programs will serve Low-Moderate Income (LMI) households and LMI Limited Clientele agencies or organizations. The Cedar Falls Future Forward Plan identified characteristics of neighborhoods that could be the focus of neighborhood revitalization plans, including North Cedar, College Hill and Overman Park areas.

Geographic Distribution

Target Area	Percentage of Funds

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The LMI percentage required for CDBG eligibility is 51% of residents. There are currently 7 census tracts with 9 block groups that have a LMI percentage of 51% or greater. Specifically, Census tract 1600 block group 1; tract 2200 block group 1 and 2; tract 2303 block group 1; tract 2304 block group 2; tract 2500 block group 3; tract 2603 block group 4; and tract 2604 block groups 3 and 5.

Discussion

The qualifying block groups are scattered throughout the city. Most of the programs funded through CDBG and this program are based on an individual household LMI determination or on a Limited Clientele basis.

Item E.1.

AP-85 Other Actions - 91.420, 91.220(k)

Introduction

The City of Cedar Falls is able to address obstacles to meeting the underserved needs through networking with public service agencies and nonprofit organizations to prevent homelessness and provide affordable housing to Cedar Falls residents. Also, the City is working to maintain the affordable housing stock in the area and provide decent and safe conditions to its residents.

Actions planned to address obstacles to meeting underserved needs

The City of Cedar Falls will continue to work with public service agencies and nonprofit organizations to ensure we are reaching the goal of assisting residents with the greatest need. In addition, we will work with code enforcement and other departments to identify potential at-risk residents. Declining resources have been a key impediment to addressing needs. By networking with other agencies, we can combine multiple funding sources to provide more services to low-and-moderate income residents.

Actions planned to foster and maintain affordable housing

Cedar Falls continues to work to foster and maintain affordable housing. The Housing Rehabilitation and Repair Programs assist qualified homeowners with substantial home rehabilitation or repairs to existing units. Funding is also provided to Consumer Credit Counseling to provide financial education classes and planning, as well as family support services. Habitat for Humanity encourages affordable housing through new construction and housing rehabilitation programs that they manage within the community. In addition, the City offers reduced refuse, sewer and storm water fees to households below the 50% income guidelines. This is accomplished by the City using its general funds to assist, which in-turn lowers the cost of housing.

Actions planned to reduce lead-based paint hazards

The Iowa Northland Regional Council of Governments directly, or through its subcontractor, provides lead risk assessment and completes lead-based paint clearance testing on the housing rehabilitation projects in Cedar Falls. The City will continue to work with local, county, and other government agencies to achieve lead safe homes. The city provides "Protect Your Family from Lead in Your Home" brochure to educate CDBG applicants about the dangers of lead in the home.

Actions planned to reduce the number of poverty-level families

Cedar Falls has incorporated the Continuum of Care approach, providing an integrated system of services and programs to meet the various needs of individuals as they progress toward financial self-sufficiency. Cedar Falls has worked with local service providers to pursue resources and innovative partnerships to support the development of affordable housing; prevent homelessness, abuse, and substance abuse; offer housing education and literacy; and provide emergency food and shelter.

Actions planned to develop institutional structure

The close working relationship between the Black Hawk County Local Homeless Coordinating Board (LHCB) and the Cedar Falls Low Rent Housing Agency reduces the potential for a service delivery gap between public and non-profit organizations. A gap has been found to exist in the participation of private industry. The Cedar Falls Low Rent Housing Agency continues to work with the private industry to increase affordable housing stock for low-moderate-income residents.

Actions planned to enhance coordination between public and private housing and social service agencies

Community outreach is key in enhancing coordination between public and private housing and social service agencies. Staff attends Community Resource Fairs, and workshops with a number of local public service agencies and non-profit organizations. The meetings offer opportunities to foster relationships as well as identify the services each organization and/or agency is providing. By educating participating organizations on services available in the community, we are better positioned to meet the needs of the low-moderate-income individuals and households in the city.

Discussion

Item E.1.

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(I)(1,2,4)

Introduction

See below

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

CDBG-funded projects that are expected to be implemented during the year are identified in the Projects Summary Table (AP-38) above. The following identifies any program income that may available for use in said projects.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low-and-moderate income. Specify the years covered that include this Annual Action Plan.	70.00%

Discussion

The benefit period used for the overall benefit will be during Federal Fiscal Year 2018, or City Fiscal Year 2019.

The City of Cedar Falls uses its HOME funds allocation in part, for lot acquisition and site preparation for Habitat for Humanity homes. Recapture guidelines are used for any homebuyer activity where the client receives direct financial assistance, and resale is used when the homeowner does not receive direct financial assistance. We have begun to use HOME funds for owner occupied housing rehabilitation as the availability of affordable lots for Habitat homes declines.

Regarding resale guidelines, the City utilizes 24 CFR 92.254(a)(5)(i). The homebuyer activity of Habitat for Humanity includes acquisition of a lot and new construction. The housing rehabilitation project may provide forgivable loans between \$15,000 and \$20,000. These units are subject to resale guidelines. A restrictive land covenant is recorded on the property for the applicable affordability period. If less than \$15,000 is spent on the property, the affordability period is five years. If between \$15,000 and \$40,000 is spent, the period is 10 years, and if more than \$40,000 is spent, the period is 15 years.

ORDINANCE NO. 2926

AN ORDINANCE PROVIDING THAT GENERAL PROPERTY TAXES LEVIED AND COLLECTED EACH YEAR ON ALL PROPERTY LOCATED WITHIN THE SOUTH CEDAR FALLS URBAN RENEWAL AREA, IN THE CITY OF CEDAR FALLS, COUNTY OF BLACK HAWK, STATE OF IOWA, BY AND FOR THE BENEFIT OF THE STATE OF IOWA, CITY OF CEDAR FALLS, COUNTY OF BLACK HAWK, CEDAR FALLS COMMUNITY SCHOOL DISTRICT, HUDSON COMMUNITY SCHOOL DISTRICT, AND OTHER TAXING DISTRICTS, BE PAID TO A SPECIAL FUND FOR PAYMENT OF PRINCIPAL AND INTEREST ON LOANS, MONIES ADVANCED TO AND INDEBTEDNESS, INCLUDING BONDS ISSUED OR TO BE ISSUED, INCURRED BY THE CITY IN CONNECTION WITH THE SOUTH CEDAR FALLS URBAN RENEWAL AREA

WHEREAS, the City Council of the City of Cedar Falls, State of Iowa, after public notice and hearing as prescribed by law and pursuant to Resolution No. 21,109 passed and approved on the 21st day of May, 2018, adopted an Urban Renewal Plan (the "Urban Renewal Plan") for an urban renewal area known as the South Cedar Falls Urban Renewal Area (the "Urban Renewal Area"), which Urban Renewal Area includes the lots and parcels located within the area legally described as follows:

That part of Section Nos. 35 and 36, lying in Township 89 North, Range 14 West of the 5th Principal Meridian and that part of Section No. 2 and 3, Township 88 North, Range 14 West of the 5th Principal Meridian, described as follows:

Commencing at the Northwest corner of said Section 35;

thence along the West line of said Section 35 South to the Northerly right of way line of Technology Parkway, being the Point of Beginning;

thence along said Northerly right of way line Easterly to the Northerly extension of the Westerly line of Lot 20 in Cedar Falls Technology Park Phase 2;

thence along said extension Southwesterly to the Northwesterly corner of said Lot 20;

thence along the Westerly line of said Lot 20 Southwesterly to the South line of said Cedar Falls Technology Park Phase 2;

thence along the South line of said Cedar Falls Technology Park Phase 2 East to the Southeasterly corner of Lot 19 in said Cedar Falls Technology Park Phase 2;

thence along the Easterly line of said Lot 19 Northwesterly to Southerly right of way line of said Technology Parkway;

thence along said Southerly right of way line Easterly to the Easterly right of way line of Waterway Avenue;

thence along said Easterly right of way line Southeasterly to the South line of said Cedar Falls Technology Park Phase 2;

Item F.1.

thence along said South line East to the Northwest corner of Tract B in Ridgeway Park Addition, point also being the Northwest right of way corner of Commerce Drive;

thence along the Northerly right of way line of said Commerce Drive East to the Northerly extension of the East line of said Ridgeway Park Addition;

thence along said Northerly extension South to the Northeast corner of said Ridgeway Park Addition;

thence along the East line of said Ridgeway Park Addition South to the Northerly right of way line of Ridgeway Avenue;

thence along said Northerly right of way line Easterly to the Easterly right of way line of Iowa Highway 58;

thence along said Easterly right of way line Southerly to the Northerly right of way line of U.S. Highway 20;

thence along said Northerly right of way line Easterly to the East line of said Section 2;

thence along said East line South to the South Corporate Limits line of the City of Cedar Falls;

thence along said South Corporate Limits line West to the West line of said Section 3;

thence along said West line North to the Northwest corner of said Section 3;

thence along the North line of said Section 3 East to the Southwest corner of said Section 35;

thence along the West line of said Section 35 to the Point of Beginning.

WHEREAS, expenditures and indebtedness are anticipated to be incurred by the City of Cedar Falls, State of Iowa, in the future to finance urban renewal project activities carried out in furtherance of the objectives of the Urban Renewal Plan; and

WHEREAS, the City Council of the City of Cedar Falls, State of Iowa, desires to provide for the division of revenue from taxation in the Urban Renewal Area, as above described, in accordance with the provisions of Section 403.19 of the Code of Iowa, as amended.

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

Section 1. That the taxes levied on the taxable property in the Urban Renewal Area legally described in the preamble hereof, by and for the benefit of the State of Iowa, City of Cedar Falls, County of Black Hawk, Cedar Falls Community School District, Hudson Community School District, and all other taxing districts from and after the effective date of this Ordinance shall be divided as hereinafter in this Ordinance provided.

Section 2. That portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts upon the total sum of the assessed value of the taxable property in the Urban Renewal Area, as shown on the assessment roll as of January 1 of the calendar year preceding the first calendar year in which the City of Cedar Falls, State of Iowa, certifies to the Auditor of Black Hawk County, Iowa the amount of loans,

advances, indebtedness, or bonds payable from the division of property tax revenue described herein, shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for the taxing district into which all other property taxes are paid.

Section 3. That portion of the taxes each year in excess of the base period taxes determined as provided in Section 2 of this Ordinance shall be allocated to and when collected be paid into a special tax increment fund of the City of Cedar Falls, State of Iowa, hereby established, to pay the principal of and interest on loans, monies advanced to, indebtedness, whether funded, refunded, assumed or otherwise, including bonds or obligations issued under the authority of Section 403.9 or 403.12 of the Code of Iowa, as amended, incurred by the City of Cedar Falls, State of Iowa, to finance or refinance, in whole or in part, urban renewal projects undertaken within the Urban Renewal Area pursuant to the Urban Renewal Plan, except that (i) taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant to Iowa Code Section 298.2 and taxes for the instructional support program of a school district imposed pursuant to Iowa Code Section 257.19 (but in each case only to the extent required under Iowa Code Section 403.19(2)); (ii) taxes for the payment of bonds and interest of each taxing district; (iii) taxes imposed under Iowa Code Section 346.27(22) related to joint county-city buildings; and (iv) any other exceptions under Iowa Code Section 403.19 shall be collected against all taxable property within the Urban Renewal Area without any limitation as hereinabove provided.

Section 4. Unless or until the total assessed valuation of the taxable property in the Urban Renewal Area exceeds the total assessed value of the taxable property in the Urban Renewal Area as shown by the assessment roll referred to in Section 2 of this Ordinance, all of the taxes levied and collected upon the taxable property in the Urban Renewal Area shall be paid into the funds for the respective taxing districts as taxes by or for the taxing districts in the same manner as all other property taxes.

Section 5. At such time as the loans, advances, indebtedness, bonds and interest thereon of the City of Cedar Falls, State of Iowa, referred to in Section 3 hereof have been paid, all monies thereafter received from taxes upon the taxable property in the Urban Renewal Area shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

Section 6. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed. The provisions of this Ordinance are intended and shall be construed so as to fully implement the provisions of Section 403.19 of the Code of Iowa, as amended, with respect to the division of taxes from property within the Urban Renewal Area as described above. In the event that any provision of this Ordinance shall be determined to be contrary to law, it shall not affect other provisions or application of this Ordinance which shall at all times be construed to fully invoke the provisions of Section 403.19 of the Code of Iowa with reference to the Urban Renewal Area and the territory contained therein.

Section 7. This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

Item F.1.

PASSED AND APPROVED this _____ day of _____, 2018.

Mayor

ATTEST:

City Clerk

Read First Time: May 21, 2018

Read Second Time: June 4, 2018

Read Third Time: _____, 2018

PASSED AND APPROVED: _____, 2018.

I, _____, City Clerk of the City of Cedar Falls, State of Iowa, hereby certify that the above and foregoing is a true copy of Ordinance No. _____ passed and approved by the City Council of the City at a meeting held _____, 2018, signed by the Mayor on _____, 2018, and published in the Waterloo-Cedar Falls Courier on _____, 2018.

City Clerk, City of Cedar Falls, State of Iowa

(SEAL)

01484032-1\10283-158

Prepared By: Matthew Tolan, 220 Clay Street, Cedar Falls, IA 50613, Phone: (319) 273-8600

ORDINANCE NO. 2927

AN ORDINANCE ESTABLISHING THE ENUMERATED SPEED LIMIT AS 35 MILES PER HOUR ON GREENHILL ROAD FROM HUDSON ROAD WEST TO WEST TWENTY SEVENTH STREET IN SUBSECTION 26-207(7) OF DIVISION 5, SPEED, OF ARTICLE III, OPERATION, OF CHAPTER 26, TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA.

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

Section 1. Subsection 7, Thirty-five miles per hour, of Section 26-207, Speed limits enumerated, of Division 5, Speed, of Article III, Operation, of Chapter 26, Traffic and Motor Vehicles, is hereby amended by adding the following unnumbered paragraph:

Greenhill Road, from Hudson Road west and north to West 27th Street.

INTRODUCED: _____ May 21, 2018

PASSED 1st CONSIDERATION: _____ May 21, 2018

PASSED 2nd CONSIDERATION: _____ June 4, 2018

PASSED 3rd CONSIDERATION: _____

ADOPTED: _____

James P. Brown, Mayor

ATTEST:

Jacqueline Daniels, MMC, City Clerk



MAYOR JIM BROWN

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

MEMORANDUM

Office of the Mayor

TO: City Council
FROM: Mayor Jim Brown
DATE: June 12, 2018
SUBJECT: Appointment & Reappointments

I am recommending the following appointment/reappointments:

Name:	Board/Commission:	Term Ending:
Jeremy Rosel	Art & Culture Board (replaces Gregory Angove)	07/01/2022
Mary-Sue Bartlett	Art & Culture Board (reappointment)	07/01/2022
Susan Langan	Human Rights Commission (reappointment)	07/01/2021
Andrew Morse	Human Rights Commission (reappointment)	07/01/2021
Kei-Che Randle	Human Rights Commission (reappointment)	07/01/2021
Jeffrey Zaputil	Human Rights Commission (reappointment)	07/01/2021
David Sturch	Metropolitan Bus Board (reappointment)	06/30/2021

CITY OF CEDAR FALLS, IOWA

APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS

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

Name: Jeremy L Rosel Gender: Male Date: 6/4/2018

First MI Last

Home Address: 911 Lilac Lane, Cedar Falls, IA Phone: 641-529-6938

Work Address: 205 Commons, University of Northern Iowa Phone: 319-273-7111

Email Address: jeremy.rosel@uni.edu Cell: 641-529-6938

Employer: University of Northern Iowa Foundation Position/Occupation: Asst. Dir. of Regional Development

If Cedar Falls resident, length of residency: 7 years Ward: 5

NOMINEE FOR: Cedar Falls Art & Culture Board Board/Commission

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

Over the last seven years my community involvement has been centered around the UNI campus and the various student groups I have been a member of, now I help advise as full time staff. All of my off-campus volunteer work has been through the UNI Veterans Association or Kappa Sigma Fraternity which advocates and raises money for the annual JDRF walk, national Military Heroes campaign and local veteran groups. Through these organizations I have participated in Earth Day clean up events around the county, Special Olympics fundraisers and events to support local veteran causes. I was President of the UNIVA in 2014 and treasurer in 2016. I served as Vice President of our Kappa Sigma chapter in 2013 and currently serve as the staff treasurer for the UNIVA and alumni treasurer and advisor to the Kappa Sigma chapter.

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

I have first-hand knowledge of forming advisory boards and the daily work required at the University of Northern Iowa. Those include drafting the by-laws, having them reviewed and approved by senior university administrators, building initial budgets and setting board goals. Other skills include building marketing and branding policies to advertise to the surrounding community and state.

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

I would like to be appointed because I firmly believe and enjoy serving my community. At the moment my community focuses on the University of Northern Iowa but expanding out into the Cedar Valley is something that I have been hoping to accomplish now that my time isn't occupied with graduate level classes. Although I am fairly new to the community I believe my professional relationships, passion to serve and drive to improve our community will be a benefit.

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

I am not aware of any potential conflicts of interest at this time.

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

Item G.1.a.

City of Cedar Falls

ART AND CULTURE BOARD Nominee's Questionnaire

1. Describe your interest in the Arts and past use of programs and facilities at the Hearst Center.

Because of my role on campus, my involvement and interest in the arts has been focused with the UNI Gallery of Art and the UNI Museum. My interest began back in high school and carried over into five years of military service that provided me the opportunity to explore a handful of historical locations. While stationed in DC I had the unique experience to visit our nation's museums and galleries, introducing me to the works of artists, composers and writers throughout our collective history. While serving overseas in Iraq I was actively aware of the historical significance of being in the Fertile Crescent - an experience I treasure today because of the added cultural value it has given me. As a student and now university staff my belief in the arts, the importance and preservation of our culture as a human race, rests in our ability to express who we are through the things we create, the music we enjoy and the literature we create.

2. Do you have experience serving on boards for other agencies and organizations? (Describe)

I currently serve on three boards and provide assistance to my hometown historical society board of directors. All three boards are UNI affiliated, two involve the arts: the Friends of the UNI Permanent Art Collection and Gallery (PACG) and the Friends of the Museum. With my hometown, Clear Lake, I offer my help to the historical society as a resource for fundraising and marketing. The distance and my work schedule prevents me from being a more active member.

3. Fundraising for facilities, projects, and endowments is critical for this Board. Do you have experience and/or interest in this area? (Describe)

As the Assistant Director of Regional Development for the UNI Foundation I have two years of experience in fundraising for several different programs on campus. My most successful project is for the preservation of objects maintained by the UNI Gallery of Art. Through the creation of the Friends of the UNI Permanent Art Collection and Gallery Advisory Board we were able to reach our fundraising goal to qualify for matching support. Gifts were placed in a newly created quasi-endowment and made available for Darrell Taylor to preserve forty four pieces of art. Through the Friends of the Museum our current project would raise money for our endowment to provide scholarship money for students looking to study in the museum and the pieces they house in their collection.

4. Do you know that the Art and Culture Board is advisory in nature? What do you see your role will be if appointed?

If I were appointed I see my role as an adviser to city administrators on how best to improve our community in terms of the art and culture we all can enjoy. Working as a team within the Art and Cultures Board I see myself working with the other appointed members using our collective experiences and skills to provide the city with our best suggestions and guidance to build a stronger community that values the arts and sets us as the standard across the state.

5. What is your opinion of the Hearst Center and Cultural Arts Division? Are there changes you would like to see? (Explain.)

Coming from a small town in northern Iowa that does not have a lot of well-known art centers or museums I feel lucky to have these options available to me now. Main street Cedar Falls is the envy of surrounding communities not only because of the shopping but also because of the art that dots the way, the historical significance along the river and the care that I see to preserve that atmosphere. If I had any recommendations on changes I would suggest the city move to expand beyond main street and out into some areas of town that seem to be void of art in general. We have several new roundabouts that could be ideal locations for objects. Parks, trails and growing shopping centers would also be interesting places to add pieces done by local artists or students looking to show off their skill.



Signature

6/5/2018

Date

COMMITTEE OF THE WHOLE

City Hall – Council Chambers

June 4, 2018

The Committee of the Whole met in the Council Chambers at 6:05 p.m. on June 4, 2018, with the following Committee persons in attendance: Mayor Jim Brown, Tom Blanford, Frank Darrah, Susan deBuhr, Rob Green, Daryl Kruse, Mark Miller, and David Wieland. Staff members attended from all City Departments. Tom Nelson with the Waterloo Courier and other members of the community attended.

Mayor Brown called the meeting to order and introduced the first item on the agenda of Water Quality Initiatives. Sushil Tuladhar Stormwater Specialist reviewed the Best Management Practices for the Dry Run Creek watershed area. It is a joint effort with the Black Hawk Soil & Water Conservation District and the City. He explained the Interactive Web Mapping and gave the committee a demonstration of how it will work. He explained the purpose is to show locations of different practices and provide details of each of them, including pictures. Mr. Tuladhar stated they are working on the next story map about Cedar Falls Stormwater Pollution Prevention Plans. He explained two students from the CAPS program constructed a bioretention cell model and the City has been using it at some educational outreach programs. He reviewed educational outreach events for 2018. Mayor Brown opened it for discussion. Mr. Tuladhar answered questions with regards to water testing and improvements and maintenance of the bioretention cells. He stated there is annual maintenance but it is minimal, such as replacement plantings.

Mayor Brown introduced the second item on the agenda Streetscape Project Update. Stephanie Houk Sheetz Director of Community Development stated in July 2015 staff last updated the council on the downtown streetscape plan. She explained it was integrated into the City's Capital Improvements Project planning and we continue to work with Community Main Street on the details to implement the plan over the next five years. She referred to the plan in the packet on locations of focus. She also reviewed the different amenities to be incorporated. Ms. Sheetz stated that Community Main Street will work on fundraising in support of the project. She said the five year plan is estimated to cost \$968,875. Ms. Sheetz said city staff recommends continuing with the implementation of the streetscape project as outlined and authorizing staff to seek grants to support the project. Mayor Brown opened it for questions from the council. Ms. Sheetz stated they are reviewing the different types of brick to use on the Parkade. Mark Ripplinger director of Municipal Operations and Programs stated there was guidance 15 year ago for the type of ice melt products to use, but this information may have fallen by the wayside with the transition of new occupants of the stores. David Wieland motioned for staff to continue with the implementation of the streetscape project as outlined and authorizing them to seek grants to support the project. Daryl Kruse seconded the motion. The motion carried unanimously.

Mayor Brown introduced the third item on the agenda FY19 Cash Management Report. Lisa Roeding Controller/City Treasurer reviewed the report prepared for the meeting. She stated this is the 30th year council has reviewed the cash management program. She stated earnings on our investments increase from 1.08% in FY17 to 1.88% in

Item G.1.b.

FY18. She stated we continue to have more financial institutions bid on the investments and the rates are very competitive.

Mayor Brown introduced the final item on the agenda bills and payroll. Daryl Kruse moved to approve the bills as presented and Susan deBuhr seconded the motion.

There being no further discussion Mayor Brown adjourned the meeting at 6:37 p.m.

Minutes by Lisa Roeding, Controller/City Treasurer

ADMINISTRATION COMMITTEE

City Hall – Mayor’s Conference Room

June 5, 2018

The Administration Committee of the City Council of the City of Cedar Falls, Iowa, convened in the Mayor’s Conference Room of City Hall at 4:07 p.m. on June 5, 2018, pursuant to law, the rules of said Committee and prior notice given each member.

Committee Chairperson deBuhr called the meeting to order and announced the purpose of the Committee meeting as a hearing to discuss an employee grievance appeal. Committee members in attendance were Chairperson deBuhr, Kruse, Blanford, Darrah, Wieland and Green.

It was moved by Green and seconded by Kruse to adjourn to closed session to hear an employee grievance appeal where records which are required or authorized by state or federal law to be kept confidential are likely to be discussed, pursuant to Iowa Code Section 21.5(1)(a)(2017). Upon call of the roll, the following named Committee members voted. Aye: deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried.

The Administration Committee adjourned to Closed Session at 4:10 p.m.

Chairperson deBuhr reconvened the Committee meeting to open session at 6:38 p.m.

It was moved by Wieland and seconded by Darrah to deny the grievance appeal. Motion carried 4-2, with Green and Kruse voting nay.

It was then moved by Wieland and seconded by Green to direct the City Attorney to draft a written decision of the Committee’s action within seven (7) days from the date of this hearing. Motion carried unanimously.

It was moved by Wieland and seconded by Kruse to adjourn the meeting at 6:42 p.m. Motion carried unanimously.

This being the time and place for the opening of bids for the sale of \$6,585,000 (Subject to Adjustment per Terms of Offering) General Obligation Bonds, Series 2018, the meeting was opened for the receipt of bids for the Bonds. The following actions were taken:

1. Sealed bids were filed and listed in the minutes while unopened, as follows:

Name & Address of Bidders:

(Attach List of Bidders)

2. The City Clerk then declared the time for filing of sealed bids to be closed and that the sealed bids be opened. The sealed bids were opened and announced.

Item G.1.d.

3. Electronic bids received were accessed and announced as follows:

Name & Address of Bidders:

(Attach List of Bidders)

4. The best bid was determined to be as follows:

Name & Address of Bidder: _____

True Interest Rate (as-bid): _____%

Net Interest Cost (as-bid): \$ _____

In consultation with the Municipal Advisor, the City considered the adjustment of the aggregate principal amount of the Bonds and each scheduled maturity thereof in accordance with the Terms of Offering and the following actions were taken:

Final Par Amount as adjusted: \$ _____

Purchase Price as adjusted: \$ _____

All bids were then referred to the Council for action.



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor James P. Brown and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: June 13, 2018

SUBJECT: 2018 Public Sidewalk & Pedestrian Trail Improvement Project
 Project No. SW-000-3148
 Bid Opening

On Tuesday, June 12th, 2018 at 2:00 p.m., bids were received and opened for the 2018 Public Sidewalk & Pedestrian Trail Improvement Project. A total of three (3) bids were received, with Feldman Concrete the low bidder:

	<i>Bid Total</i>
Feldman Concrete	\$122,877.68
Lodge Construction, Inc.	\$143,607.13
K Cunningham Construction Co., Inc.	\$162,644.76

The Engineer's Estimate for this project was \$136,429.38. Feldman Concrete of Dyersville, Iowa submitted the low bid in the amount of \$122,877.68, which is 9.9% below the Engineer's Estimate. Attached is a bid tab for your reference.

As a result of the competitive bids, we recommend acceptance of the low bid from Feldman Concrete in the amount of \$122,877.68. On July 9th, 2018, the Contract, Bonds and Insurance Certificate will be submitted for City Council approval.

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

xc: Stephanie Houk Sheetz, Director of Community Development
 Jon Resler, P.E., City Engineer

PROJECT BID TAB

**CITY OF CEDAR FALLS
ENGINEERING DIVISION**

PROJECT NAME: 2018 PUBLIC SIDEWALK AND PEDESTRIAN TRAIL IMPROVEMENT PROJECT

CITY PROJECT NUMBER: SW - 000 - 3148

BID OPENING: June 12, 2018

DEPARTMENT OF COMMUNITY DEVELOPMENT

BID ITEM	DESCRIPTION	UNITS	EST. QUANTITY	ENGINEER'S ESTIMATE		(1) Feldman Concrete		(2) Lodge Construcion Inc.		(3) K. Cunningham Construcion Co., Inc.	
				UNIT PRICES	EXTENDED PRICES	UNIT PRICES	EXTENDED PRICES	UNIT PRICES	EXTENDED PRICES	UNIT PRICES	EXTENDED PRICES
1	REMOVE SIDEWALK, P.C.C.	S.F.	2424.0	\$1.75	\$4,242.00	\$1.75	\$4,242.00	\$2.50	\$6,060.00	\$3.55	\$8,605.20
2	REMOVE PEDESTRIAN TRAIL., P.C.C.	S.F.	6199.2	\$2.00	\$12,398.40	\$1.75	\$10,848.60	\$2.50	\$15,498.00	\$2.55	\$15,807.96
3	REMOVE DRIVEWAY, P.C.C.	S.Y.	81.8	\$6.00	\$490.80	\$9.00	\$736.20	\$20.00	\$1,636.00	\$13.10	\$1,071.58
4	PLACE SIDEWALK, P.C.C., CLASS "C", 4 INCH	S.F.	5090.3	\$4.75	\$24,178.93	\$4.75	\$24,178.93	\$3.75	\$19,088.63	\$5.80	\$29,523.74
5	PLACE SIDEWALK, P.C.C., CLASS "C", 6 INCH (PEDESTRIAN RAMPS)	S.F.	965.4	\$6.00	\$5,792.40	\$6.00	\$5,792.40	\$10.25	\$9,895.35	\$12.50	\$12,067.50
6	PLACE DETECTABLE WARNING PANELS	S.F.	164.0	\$25.00	\$4,100.00	\$30.00	\$4,920.00	\$35.00	\$5,740.00	\$48.00	\$7,872.00
7	PLACE PEDESTRIAN TRAIL., P.C.C., CLASS "C", 6 INCH	S.F.	6199.2	\$6.00	\$37,195.20	\$5.50	\$34,095.60	\$6.25	\$38,745.00	\$4.90	\$30,376.08
8	PLACE DRIVEWAY, P.C.C., CLASS "C", 6 INCH	S.Y.	80.4	\$42.00	\$3,376.80	\$42.00	\$3,376.80	\$48.00	\$3,859.20	\$54.75	\$4,401.90
9	EXCAVATION, SIDEWALK	S.F.	6648.4	\$1.50	\$9,972.60	\$1.25	\$8,310.50	\$1.75	\$11,634.70	\$1.25	\$8,310.50
10	TOPSOIL, FURNISH AND SPREAD	C.Y.	140.70	\$65.00	\$9,145.50	\$50.00	\$7,035.00	\$55.00	\$7,738.50	\$70.00	\$9,849.00
11	SEEDING, FERTILIZING, AND MULCHING	S.F.	10549.0	\$0.75	\$7,911.75	\$0.85	\$8,966.65	\$0.75	\$7,911.75	\$0.70	\$7,384.30
12	VALVE ADJUSTMENT	EACH	7.00	\$175.00	\$1,225.00	\$125.00	\$875.00	\$500.00	\$3,500.00	\$250.00	\$1,750.00
13	MANHOLE ADJUSTMENT	EACH	5.00	\$200.00	\$1,000.00	\$200.00	\$1,000.00	\$750.00	\$3,750.00	\$575.00	\$2,875.00
14	GRANULAR BACKFILL	TONS	100.0	\$25.00	\$2,500.00	\$25.00	\$2,500.00	\$25.00	\$2,500.00	\$45.00	\$4,500.00
15	UNSTABLE MATERIAL, OVER EXCAVATION	C.Y.	50.0	\$18.00	\$900.00	\$20.00	\$1,000.00	\$21.00	\$1,050.00	\$65.00	\$3,250.00
16	TRAFFIC CONTROL	L.S.	1.0	\$12,000.00	\$12,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$15,000.00	\$15,000.00
				TOTAL	\$136,429.38	TOTAL	\$122,877.68	TOTAL	\$143,607.13	TOTAL	\$162,644.76



DEPARTMENT OF PUBLIC SAFETY SERVICES

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

319-273-8612

MEMORANDUM

To: Mayor Brown and City Councilmembers
From: Jeff Olson, Public Safety Services Director/Chief of Police
Date: June 13, 2018
Re: Special Event Related Requests

Police Operations has received the following special event related requests and recommends approval:

- (1) Street closures, Sturgis Falls Celebration, June 20-24, 2018.
- (2) Street closure, Hearthside Drive (neighborhood block party), June 30, 2018.
- (3) Street closure, Abraham Drive (neighborhood celebration), July 4, 2018.
- (4) Accel Triathlon, July 14, 2018.
- (5) Parking variance, Teacher Festival, July 26, 2018.



CEDAR FALLS POLICE DEPARTMENT

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

319-273-8612

APPROVED
[Signature]



MEMORANDUM

To: Jeff Olson, Director of Public Safety
From: Craig Berte, Assistant Police Chief *CB*
Date: June 10, 2018
Re: **Road closure request – Annual Sturgis Falls Celebration**

I recommend approval of the attached road closure event related to the Sturgis Falls Celebration. The road closures are identical to previous years and the signage and barricades are well marked. The Sturgis Falls planning committee works in concert with CFPD and the Iowa Department of Transportation to ensure that these closed roads are well-marked and that proper signage is in place. I recommend approval of this request for the annual Sturgis Falls celebration.

Item G.1.f.



March 30, 2018

**STURGIS
FALLS
CELEBRATION!**

Jeff Olson Police Chief
City of Cedar Falls
220 Clay Street

Cedar Falls, Iowa 50613

Dear Chief Olson:

Sturgis Falls Celebration is requesting the exclusive use of all city streets historically used by the Celebration for activities during June 22 -24, 2018.

Specific streets, dates, and times are as follows:

1. During the entire weekend (Wednesday at 5:00 p.m. through Sunday at 11:30 p.m.):
 - a. Franklin Street from First Street to Fourth Street
 - b. Clay Street from First Street to Fourth Street
 - c. Second Street from Washington Street to Franklin Street
 - d. Third Street from Washington Street to Franklin Street

2. During the Sturgis Falls Celebration parade (Saturday at 6:00 a.m. through Saturday at Noon):
 - a. The staging area as shown on the attached map
 - b. The parade route as shown on the attached map
<http://sturgisfalls.org/maps/route.htm>

3. The Arts and Crafts Fair streets in need of closing are listed above (1.a.,b.,c.,and d.).

3. Gateway Park pedestrian safety and car traffic control
 - a. We will continue with the plan used in 2014.

In case of unknown factors i.e. flooding, etc. we may have to request additional street closures.

Please notify us as soon as possible regarding your decision on the use of these areas during the Celebration. Thanks in advance.

Sincerely,



STURGIS FALLS CELEBRATION, INC.
Jay Stoddard

President, Sturgis Falls Celebration

Cell Phone: 319-231-7701

E-Mail: jstodd2000@aol.com

Dear Lieutenant Dan Brown,

Thanks for stopping over last night. Just to recap we'd like a portion of our street blocked off on June 30th from approx.. 4 pm to 8 pm. We'd like to block it from our house, 540 Hearthside Drive to 512 Hearthside Drive. I understand this will cost \$25 and that's ok. Please let me know what else you need, thanks!

Heather N. Wyckoff
319-230-1709

APPROVED
[Handwritten Signature]

Item G.1.f.

Craig Berte

From: Dan Brown
Sent: Friday, June 01, 2018 8:51 PM
To: Craig Berte
Subject: FW: Block party request
Attachments: letter.docx



Craig,
I visited the neighborhood last evening and examined where they want to have the party. The event will be June 30th 1600-2000 and there will be no amplified music or any other loud events. It can easily be closed off with a barricade at each end of the area they want closed. (From 512 to 540) She understands that there is a \$25 fee to get the barricades delivered and picked up. Heather is the contact person for the event and will pay the fee upon approval of the closure. I would recommend approval of the closure as requested.

Dan

From: Wyckoff Heather [mailto:WyckoffHeatherN@JohnDeere.com]
Sent: Friday, June 01, 2018 7:11 AM
To: Dan Brown; Craig Berte
Cc: Jeff Harrenstein
Subject: RE: Block party request

Hi Dan,

Thanks for stopping over last night. Just to recap we'd like a portion of our street blocked off on June 30th from approx.. 4 pm to 8 pm. We'd like to block it from our house, 540 Hearthside Drive to 512 Hearthside Drive. I understand this will cost \$25 and that's ok. Please let me know what else you need, thanks!

I also attached this in letter form.

Heather N. Wyckoff
Planning Services Supervisor - TCAO
Ag & Turf Division
Phone: (319)292-6186
Fax: (319)292-7499
WyckoffHeatherN@JohnDeere.com

This message, including attachments, may be confidential. If you believe the message was sent to you in error, do not read the contents and please reply to the sender that you have received the message in error. If you are not the intended recipient, retention, dissemination, distribution, or copying of this communication is strictly prohibited. Thank you.

From: Dan Brown [mailto:Dan.Brown@cedarfalls.com]
Sent: Thursday, May 31, 2018 2:54 PM
To: Craig Berte <Craig.Berte@cedarfalls.com>; Wyckoff Heather <WyckoffHeatherN@JohnDeere.com>
Cc: Jeff Harrenstein <Jeff.Harrenstein@cedarfalls.com>
Subject: RE: Block party request

Jeff,

I called this lady and have it set up to go look at what she wants to do tonight when she gets home.

Dan

From: Craig Berte
Sent: Thursday, May 31, 2018 8:14 AM
To: 'Wyckoff Heather'

Cc: Jeff Harrenstein; Dan Brown
Subject: RE: Block party request

Heather,

I have copied the supervisors of second shift patrol (2PM-11PM) and one of them will contact you to confirm details of exactly what will be blocked and give you some more guidance. Thanks, Craig

From: Wyckoff Heather [<mailto:WyckoffHeatherN@JohnDeere.com>]
Sent: Wednesday, May 30, 2018 10:52 AM
To: Craig Berte
Subject: RE: Block party request

Craig,

We would like to block a portion of the street off on June 30th then for a block party. Our street is Hearthside drive in CF. Can we block the street from 4:30 pm for a few hours? (We'd like it until 8:30 pm but will make whatever work) Ideally we block it off at the curve so traffic doesn't try and come thru. We understand it will cost \$25 and I can pay that anytime. Please let me know if this is approved and what else you need from me. Thanks!

Heather N. Wyckoff
319-230-1709

From: Craig Berte [<mailto:Craig.Berte@cedarfalls.com>]
Sent: Tuesday, May 08, 2018 3:06 PM
To: Wyckoff Heather <WyckoffHeatherN@JohnDeere.com>
Subject: Block party question

Heather,

If you want to block off part of Hearthside Drive someone just needs to direct a letter to myself or the Chief of Police with the details, hours, and requested area to block off and contact information for a person coordinating the event. There is a \$25 charge for the city to deliver approved barricades and there is also a requirement for liability insurance if you are blocking off more than one block. Getting off the roadway into someone's yard or a parking lot is preferred but not always possible. If you did something on school district property you would need to get permission and work that out with the school district. Please contact me with any questions. Craig

From: Wyckoff Heather [<mailto:WyckoffHeatherN@JohnDeere.com>]
Sent: Monday, May 07, 2018 10:13 AM
To: Jeff Olson
Subject: Question

I'm not sure if you are the right person for this but I'll start here. We live on Hearthside Drive and our street is looking to do a block party. Curious if it's better to block off part of Hearthside and how that works. or is it a much easier option to block the parking lot behind our house at Holmes since school is out but there may be some traffic there which isn't safe. Hoping you can help or point me in the right direction, thanks!

Heather N. Wyckoff
Planning Services Supervisor - TCAO
Ag & Turf Division
Phone: (319)292-6186
Fax: (319)292-7499
WyckoffHeatherN@JohnDeere.com

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Item G.1.f.

[NOTICE: This message originated outside of the City Of Cedar Falls mail system -- DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Craig R. Berte

Assistant Director of Public Safety/Assistant Police Chief

Cedar Falls Police Department

main) 319-273-8612

office) 319-268-5153

cell) 319-269-0945

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CEDAR FALLS POLICE DEPARTMENT

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

319-273-8612



APPROVED
[Signature]

MEMORANDUM

To: Jeff Olson, Director of Public Safety
From: Craig Berte, Assistant Police Chief *CB*
Date: June 10, 2018
Re: **Block party request – Abraham Drive**

I recommend approval of the attached block party request for Abraham Drive on July 4th. This event has gone on for 28 years and a police supervisor is working with Ms. Lyman-Kluck to coordinate the delivery of barricades, etc.

Item G.1.f.

3206 Abraham Drive
Cedar Falls, Iowa 50613
May 28, 2018

City Council
City of Cedar Falls
Cedar Falls, Iowa 50613

To the Cedar Falls City Council:

Abraham Drive has had a long tradition of celebrating the Fourth of July with a neighborhood celebration; this year will be our 28th year, and we will be celebrating on Wednesday, July 4, 2018.

This year, we plan to start the day with our neighborhood parade, and we are requesting that Abraham Drive be blocked off from traffic on both the north and south ends from 9:30a.m.-10:30 a.m. We also request that a small section on Abraham, to be determined, be blocked off from noon until 1:30 to allow for our neighborhood cook out.

A final request is that the street closure fee be waived as our celebration as it is a not-for-profit event which promotes and encourages communication and making connections to build our community.

If you have questions or concerns, please call me at 277-3377.

Sincerely,



Barb Lyman-Kluck

RECEIVED

MAY 30 2018

Public Records Division



CEDAR FALLS POLICE DEPARTMENT

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

319-273-8612



MEMORANDUM

To: Director Olson
From: Lieutenant Heuer
Date: 06/08/2018
Re: Accel Triathlon

Approved
[Signature]

The Accel Group is planning their annual triathlon on Saturday, July 14th. The event begins at George Wyth State Park at 08:00 and enters into Cedar Falls for the bike portion of the race. They are anticipating up to 350 athletes and will have sprint and Olympic distances for this event.

Portions of the roads on the route were restricted or closed last year and the group is requesting a similar set up this year. The route will enter Cedar Falls on Leverssee Rd from Airline Highway and proceed to Dunkerton Rd. It will then go from Dunkerton Rd to Center St and south to Lone Tree to the east and then north on Big Woods Rd and back to Dunkerton Rd and return on Leverssee for the sprint distance. The Olympic distance will travel north on Center St out of city limits and to W Cedar Wapsi Rd and back to Cedar Falls then following the path of the sprint distance.

It is requested that Cedar Falls Police cover the intersections of Big Woods/Lone Tree, Center/Lone Tree and Center/Dunkerton. The group has added time restrictions this year and participants will need to be off the courses at specific times. The participants in the bike portion are to be in the transition area in George Wyth by 10:50, so the road closures and restrictions would end prior to that.

The Accel Group will notify residents affected by the closures via USPS approximately 2 weeks in advance of the event. Officers working the intersections will be instructed to allow residents in and out of their driveways and Dollar General customers in and out of the parking lot. Officers will use cones and squad cars to divert and direct traffic at the above mentioned intersections.

The organizers of this event have already been in contact will Waterloo Police regarding their portion of the route. The Cedar Falls Police Reserve Unit has been requested to assist and contact will be made with the Black Hawk County Sheriff's Office, Janesville

Item G.1.f.

Police and Iowa State Patrol regarding the route out of city limits. The Accel Group is planning to have a number of volunteers along the route as well.

I am recommending approval of the road closures and assistance with this event. Please see attached materials to include request letter, route, neighborhood letter and athlete guide.



Powered By The Accel Group

June 4, 2018

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

Lieutenant Heuer,

Thank you for taking the time to meet with me a couple of weeks ago. It was a pleasure meeting you, and I appreciated the opportunity to discuss our bike course and overall athlete safety.

This year's Accel Triathlon will be held on Saturday, July 14th, and we are anticipating that the race will bring up to 350 athletes and just as many spectators to the Cedar Valley. Safety is our number one priority, as we know it is also yours, so the intent of this letter is to request approval to restrict motorists throughout portions of the bike course.

We have enclosed a map of the bike course for your reference. As we had discussed, there are two separate race distances (Sprint and Olympic), which split from each other for part of the bike course. Based off of start and finish times of the race, our request is to have the course restricted from 8:00 am - 11:00 am on race day. We highly value your judgment in regards to which roads should be restricted, and we appreciate your input on this matter. During our conversation, we had specifically discussed barricading the following intersections:

- Leverage Road & Dunkerton Road
- Center Street & Lone Tree Road
- Cedar Falls City Limits on Center Street to Lone Tree Road

In the past, we had worked with Black Hawk County Sheriff Deputy J. Meyer, Iowa State Trooper Randy Olmstead, and Janesville Police to assist with the northern portion of the bike course on Waverly Road. Per our discussion, the intent would be to restrict motorists from leaving Janesville and traveling south on Waverly Road, motorist driving north from Cedar Falls, and motorists driving east/west on Dunkerton Rd. while the race is in progress.

Please let me know if you would like additional information. I am happy to connect further.

Best,

Tony Pollastrini
Accel Triathlon Race Director

Item G.1.f.



The Accel Triathlon
602 Main Street
Cedar Falls, IA 50613

June 8, 2018

Dear Neighbor,

We would like to inform you about the 6th annual **Accel Triathlon** taking place in the Cedar Valley on Saturday, July 14th. This is a swim, bike, and run race that is centralized at George Wyth State Park.

Much of the bike course takes place in your neighborhood, and we want you to be aware of it. The City of Cedar Falls, and Cedar Falls Police Department will be working along with our volunteers to limit traffic on Center St, Big Woods Rd, Lone Tree Rd, and Dunkerton Rd from **8-10:30 a.m. on Saturday, July 14**. These roads will be closed to non-local traffic in order to keep athletes and drivers as safe as possible. If you will be traveling, please be aware that bikers will be present during this time, and may slow your progress.

We also welcome you to watch the race either from your front yard or at George Wyth State Park. It begins with the swim course at 8:00 a.m. that morning, followed by the bike course, and then the run course.

We are also looking for volunteers if you are interested in helping with this community event. If you would like to be a volunteer on the bike course, we could easily sign you up for a spot near your home. Please contact Tina Miller, our Volunteer Coordinator, at (319) 352-6142 or tmiller@acceladvantage.com.

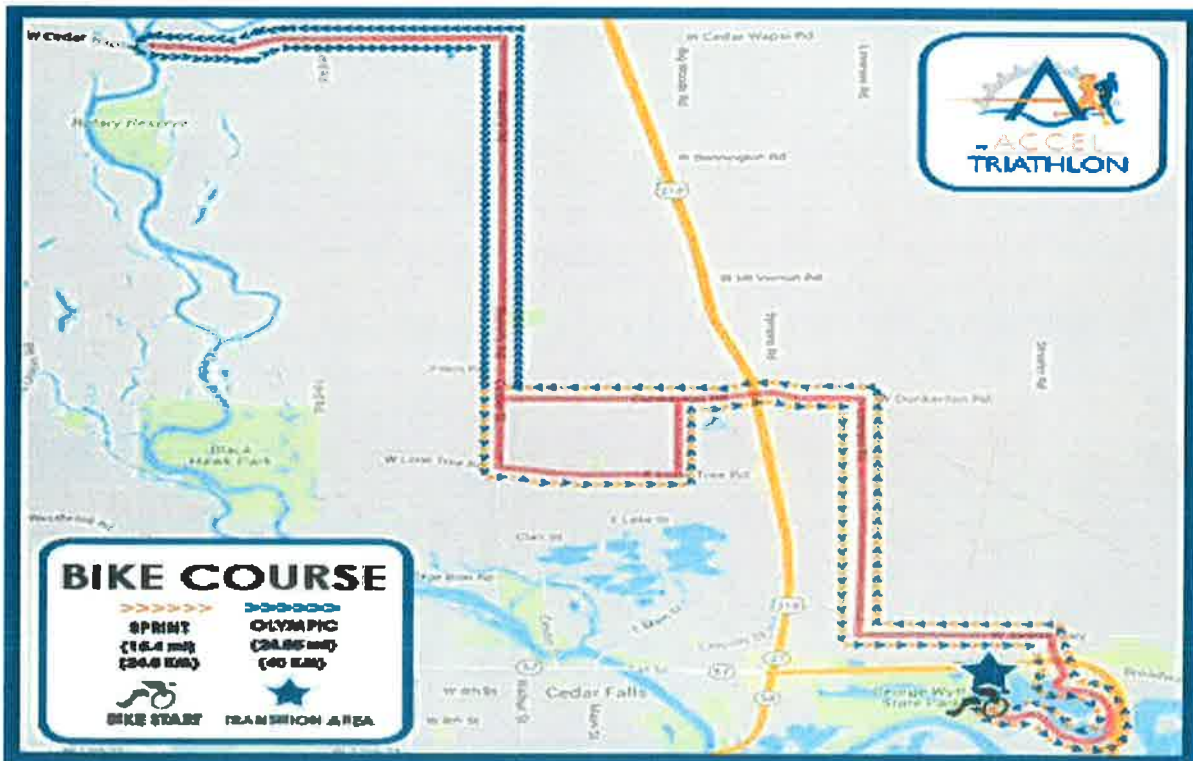
Thank you for helping us keep our athletes safe! Please feel free to contact us if you have any questions or concerns about the event.

Sincerely,

The Accel Triathlon
319-352-2880
info@acceltriathlon.com
www.acceltriathlon.com

Course Overview

- Bikers will exit George Wyth Park via Airport Rd
- Turn West on Airline Hwy
- Turn North on Leverage Rd
- Turn West on Dunkerton Rd
- Intersection of Dunkerton Rd & Center St
 - Olympic Distance will turn North on Center St, turn West on C-57 follow this road to the turn around, turn right back on Waverly Rd, then join the Sprint again at Center St & Dunkerton Rd
 - Sprint Distance will turn south on Center St
- Turn East on Lone Tree Rd
- Turn North on Big Woods Rd
- Turn East on Dunkerton Rd
- Turn South on Leverage Rd
- Turn East on Airline Hwy
- Turn South on Airport Rd
- Enter George Wyth State Park



Item G.1.f.

Areas of Concern – Cedar Falls City Limits

- **Dunkerton Rd and Center St**
 - Suggest using cones to split Dunkerton Rd
 - Olympic athletes to the right – turning north
 - Sprint Athletes to the left – turning south
 - Suggest using cones to split Center St at intersection of Dunkerton Rd
 - Olympic athletes returning from north – stay right
 - Sprint athletes turning across traffic to head south – stay left
 - Both merge into single file line on Center St
- **Lone Tree and Center St**
 - Block intersection
 - Athletes turning across traffic as they turn East onto Lone Tree
- **Lone Tree and Big Woods Road**
 - Block intersection
 - Athletes turning across traffic as they turn North onto Big Woods

Areas Impacted

- Center St
 - Approx. 16 driveways to homes without other access
- Lone Tree Rd
 - Approx 18 driveways to homes without other access
- Dollar General – Opens 8:00 am
 - No access
- Fox View First Estates
 - Approx 30 homes impacted





THE ACCEL

TRIATHLON

ATHLETE GUIDE
Saturday, July 14th, 2018

Item G.1.f.

WELCOME

to the Accel Triathlon

Dear athletes,

Welcome to the 6th Annual Accel Triathlon powered by The Accel Group! We are excited for a great day of Midwest triathlon racing and hope you are too. If this is your first time joining us, we look forward to meeting you! If you are one of our many returning racers we want to thank you for your continued support of our event.

The Cedar Valley is a great place to race, and we hope you enjoy the many amenities that are available throughout our local communities. From places to stay, eat, shop, or play, you are sure to find everything you need for race day and beyond. Visit the [Community](#) tab on our website for more information. And don't forget to check out our race [Sponsors](#) while you are in town!

Year after year, we have been dedicated to putting on a race that you will return to, and this year is no different. One of the biggest improvements is that we have partnered with local law enforcement to close portions of our bike course to vehicle traffic. This is something we are very proud of, as athlete safety is our top concern. We also have over 100 volunteers out on the swim, bike, and run courses to make sure you have a safe and enjoyable race.

We look forward to seeing you all on race day! Feel free to contact us if you have any questions in the meantime.

Your Accel Triathlon Team,

Ty Burke, Tony Pollastrini, Marina Kreimeyer, Tina Miller

We'll be the folks in the orange polo shirts on race day if you need anything! ☺

SCHEDULE

Schedule is tentative and subject to change

Friday, July 13th, 2017

START	END	EVENT	LOCATION
5:30 pm	7:30 pm	Athlete Registration	Registration Tent
6:30 pm	7:00 pm	Optional Event Overview	Meet at Registration Tent
		Race Directors will provide overviews of each course, tips for new athletes, and answer any last minute questions.	

Saturday, July 14th, 2017

START	END	EVENT	LOCATION
6:00 am	7:30 am	Athlete Registration	Registration Tent
6:00 am	7:45 am	Transition Area Open	Transition Area
7:50 am	8:00 am	Pre-Race Announcements	George Wyth Lake Boat Ramp
8:00 am		Race Begins!	George Wyth Lake Boat Ramp
		(8:00) Olympic Males under 40	
		(8:02) Olympic Males over 40	
		(8:04) Olympic Females	
		(8:07) Sprint Males	
		(8:09) Sprint Females	
11:00 pm		Sprint Awards Olympic Awards	Finish Line

RACE DAY

Information

Athlete Registration

Athlete registration hours are Friday, July 13th from 5:30 to 7:30 pm and Saturday, July 14th from 6:00 to 7:30 am. The registration area will be located inside George Wyth State Park, under the large tent along Wyth Road and near the Finish Line. Please note that all athletes must check in and pick up their own packet, including each member of a relay team. If you do not check in during the designated athlete registration hours, you will not be permitted to race.

Please make sure to bring the following items with you to athlete registration:

- Photo identification
- USAT Members - Your membership card to verify your USAT membership.
- Non-USAT Members - Your one day membership was verified during the online registration process, so there is nothing further you need to provide.

Registration will include packet pick-up, body marking, and timing chip pick-up. Body marking and timing chips are only available from 6:00 to 7:30 am on race day. If you check in on Friday night, you may skip the registration line and go straight to body marking and timing chip pick-up on Saturday morning. You must bring your race bib so volunteers are able to verify your athlete number. Please do not apply sunscreen or lotion until you receive body marking.

Athlete Number

Each athlete will be provided a race bib, bike tag, and body marking that will identify your athlete number. You will not be allowed to remove your bike and gear from the Transition Area following the race without your bib number, bike number, and body marking all matching. Please do not remove your bib until after the event, as it will identify you as an athlete.

Transition Area

Athletes will be allowed to start entering the Transition Area at 6:00 am on race day. Each athlete must be registered, have body marking, and have their bike tag attached to their bike prior to entering the Transition Area. Please be sure to arrive early enough to set your area as you prefer. Transition will close at 7:45 am for race briefing and final instructions.

The Transition Area will be set up so that each rack will allow five athletes - three on one side and two on the other. We will have designated bike racks based on your bib number. Please find your bike rack and leave room for your fellow athletes. If space becomes an issue, we do reserve the right to move your belongings in order to create room for all athletes. If we are unable to locate you, we may move it for you.

Race Timing

The race will be officially timed by True Time Racing. Each athlete will be provided with an ankle chip for timing purposes. Prior to the start of the race, fasten the chip to your left ankle and do not remove it until you have crossed the Finish Line. Race participants are responsible for returning their chips, but volunteers will also be there to assist you. A \$30 charge will be assessed to the athlete if the chip is not returned. The chip must be worn at all times from the start until the completion of the race. Any chip lost will result in a disqualification. No Chip = No Time.

This is a USAT sanctioned race. Please allow approximately two weeks after the race for us to report finish times and places for Nationals. We do this to allow time for any disputes to be brought forward regarding athlete times/places. All times will be available on the True Time Racing website at <http://truetime racing.com/results>.

USAT Information

The Accel Triathlon is a USAT sanctioned race. For a complete list of rules, please refer to the USA Triathlon website. They also have a section on Most Common Rules Violations.

Personal Safety

While participating in the Accel Triathlon, you are ultimately responsible for your own personal safety. Warm up swims from the start line will not be permitted until rescue boats, kayakers, and lifeguards are on the water; this should be at approximately 7:15 am on race day. If you so choose, you may get into the water ahead of time at the public beach area; however, no assistance from the Accel Triathlon will be present.

Event Delays or Cancellations

If unsafe water conditions force us to cancel the swim portion of the race, the event will be a run-bike-run duathlon. Our Sprint athletes will complete a 1.55 mile run, 15.4 mile bike, and 3.1 mile run. Our Olympic athletes will complete a 3.1 mile run, 24.8 mile bike, and 6.2 mile run. We will follow the pre-determined Swim wave format for race start.

If inclement weather occurs (i.e. heavy rain, lightning, etc.), we will postpone the race as necessary up until 10:00 am. If at that time weather conditions still do not allow us to continue, the race will be cancelled.

Please check the Accel Triathlon Facebook page on race day for regular updates related to possible delays or cancellations.

Item G.1.f.

EVENT & PARKING

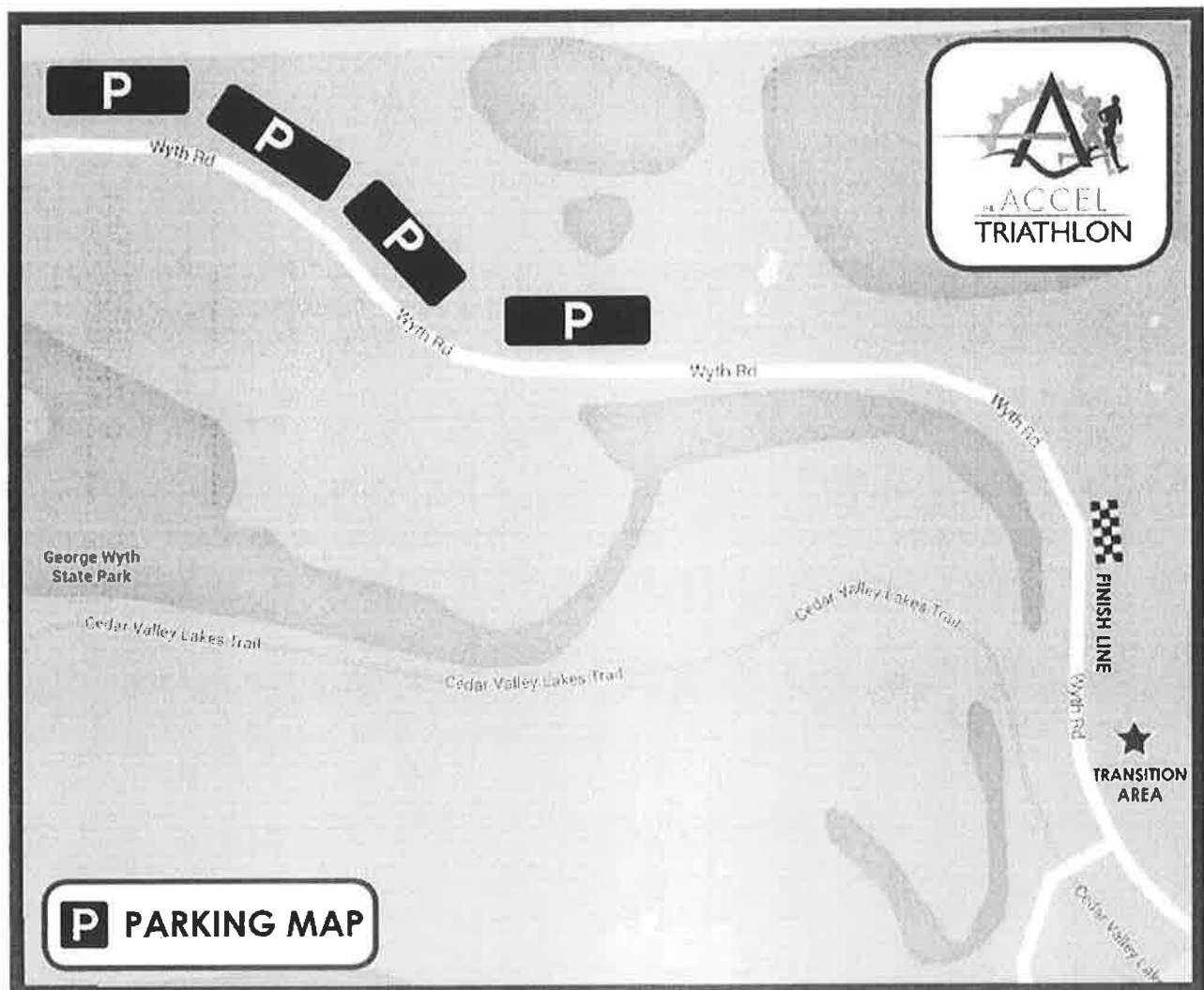
Information

Physical Address of Race

George Wyth State Park, 3659 Wyth Road, Waterloo, IA 50703

Parking

All parking will be north and west of the Finish Line area along the Run Course on Wyth Road. Event parking signs will help direct you to the designated area.



Volunteers

Please remember to thank our approximately 100 volunteers and local law enforcement you see out on the course! They help us put on a safe and enjoyable race, and we very much appreciate their support year after year. In fact, our race would not happen without all of them, so please make sure they know how much you appreciate them as well.

Personal Belongings/Valuables

Please make sure any valuables left in your car are not out in the open. We recommend you leave them at home. The Accel Triathlon will not be liable for any lost or stolen items.

Social Media

We would love to see your race weekend photos! Please use the hashtag #AccelTri17 when posting on Facebook. Also, please watch our [Facebook](#) page for race day updates and announcements.

Spectator Information

Spectator parking will be located in the same area as athlete parking (north and west of the Finish Line area along the Run Course on Wyth Road). Please note that you will be entering and exiting the park on the same road our athletes are starting and finishing the Bike Course on. We ask that all spectators be in the park by 8:00 am and that no one leaves before 12:00 pm. Please give all athletes the same respect you would give your own.

Spectators will be able to see their athletes at various points along the course - primarily the Swim enter, Swim exit, Transition Area, Run Course, and at the Finish Line. There are plenty of grassy areas, including an elevated hill near the Start and Finish areas.

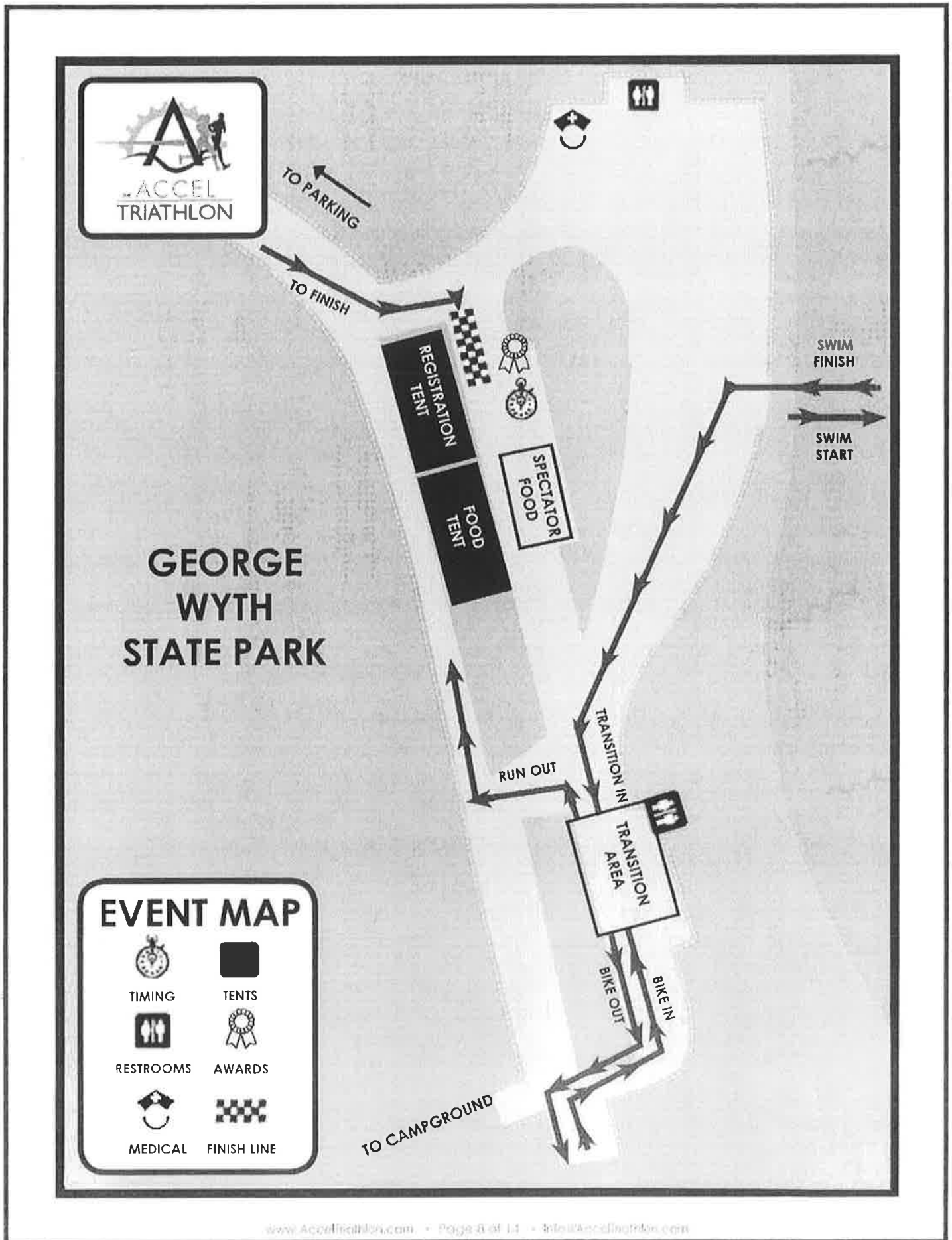
We are also excited to have Cottonwood Canyon onsite this year with food and beverages available for spectators to purchase. Check them out on [Facebook](#)!

*****Cut Off Times*****

To ensure the safety of our athletes and volunteers, there will be cutoff times enforced for each leg of the race.

- Swim --- Athletes must enter transition to bike by 9:04 am
- Bike --- Athletes must enter transition to run by 10:50 am
- Run --- Athletes must finish the race by 12:04 pm

Item G.1.f.



POST-RACE

Information

Bicycle and Recovery of Gear

Following the race, all athletes must be wearing your race bib in order to enter and claim your bike and gear from the Transition Area. Please make every attempt to pick up your bike and gear yourself; however, if you are unable to personally do so, a family member or friend should have your race bib to verify your belongings. Our volunteers will be very strict on who is allowed to enter the Transition Area.

Also, please be courteous to your fellow athletes. We have both Sprint and Olympic distances racing. Just because you have finished your race does not mean you are not standing in the way of someone else's personal record. Come and relax at the after party while you wait to claim your bike and gear.

Food and Beverage Tent

Athletes will receive complimentary food and beverages as soon they cross the finish line. Spectator food and beverages will also be available for purchase.

Awards Ceremony

The awards ceremony is scheduled for approximately 11:00 am near the Finish Line area. We will start with Sprint distance awards, followed by Olympic distance awards. The top three finishers in each category will receive an award. If you cannot attend the awards ceremony, you may pick up your award at The Accel Group (602 Main Street, Cedar Falls) between 8:00 am and 5:00 pm Monday through Friday.

Lost and Found

Lost and found items should be turned in to the Registration Tent on race day. All items found will be kept at The Accel Group (602 Main Street, Cedar Falls) for 30 days following the race. Items remaining after 30 days will be donated to a local charity. You may contact us at (319) 596-1101 or Info@AccelTriathlon.com to verify if we have your lost item(s).

Showers

Free showers will be available at the [Cedar Valley SportsPlex](#) (300 Jefferson Street, Waterloo, IA 50701). Please show your race bib at the check-in desk, and bring your own towel.

Item G.1.f.

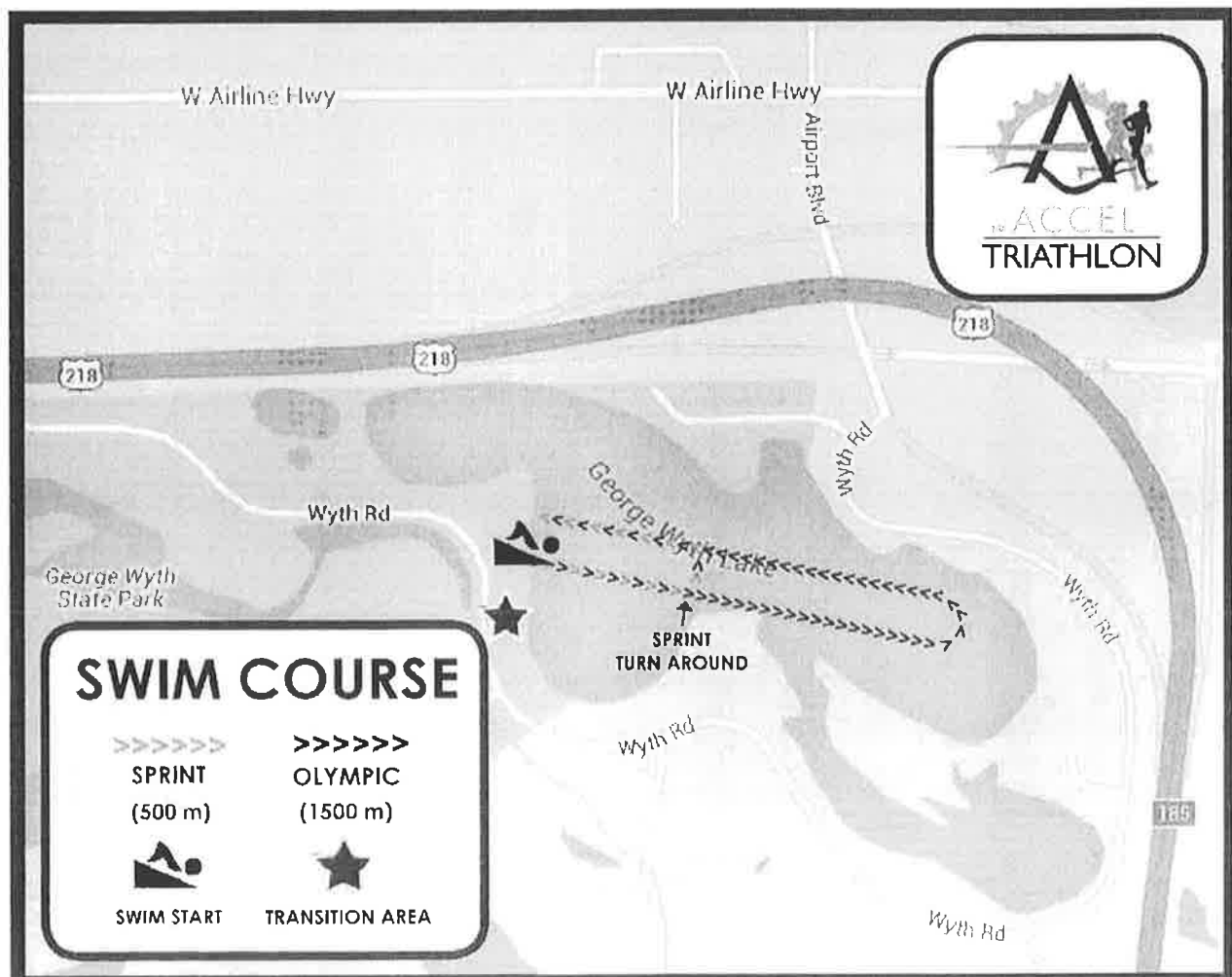
SWIM COURSE

Summary

Swim 500 or 1500 Meters

The Swim Course is an out-and-back swim that enters and exits the water on a boat ramp. Distances are 500 meters in the Sprint distance and 1500 meters in the Olympic distance. The tiered swim waves will be broken out by age group and distance. Athletes should swim with the buoys to their left at all times. Please pay special attention as return swimmers will be coming directly at you.

Water quality in George Wyth Lake will be tested for safety in the days leading up to the race. If water quality is deemed to be unsafe for race day, the event will be a run-bike-run duathlon. Athletes will be notified of any changes as soon as possible after determination is made. Water temperature will also be measured to verify whether or not wetsuits will be allowed.



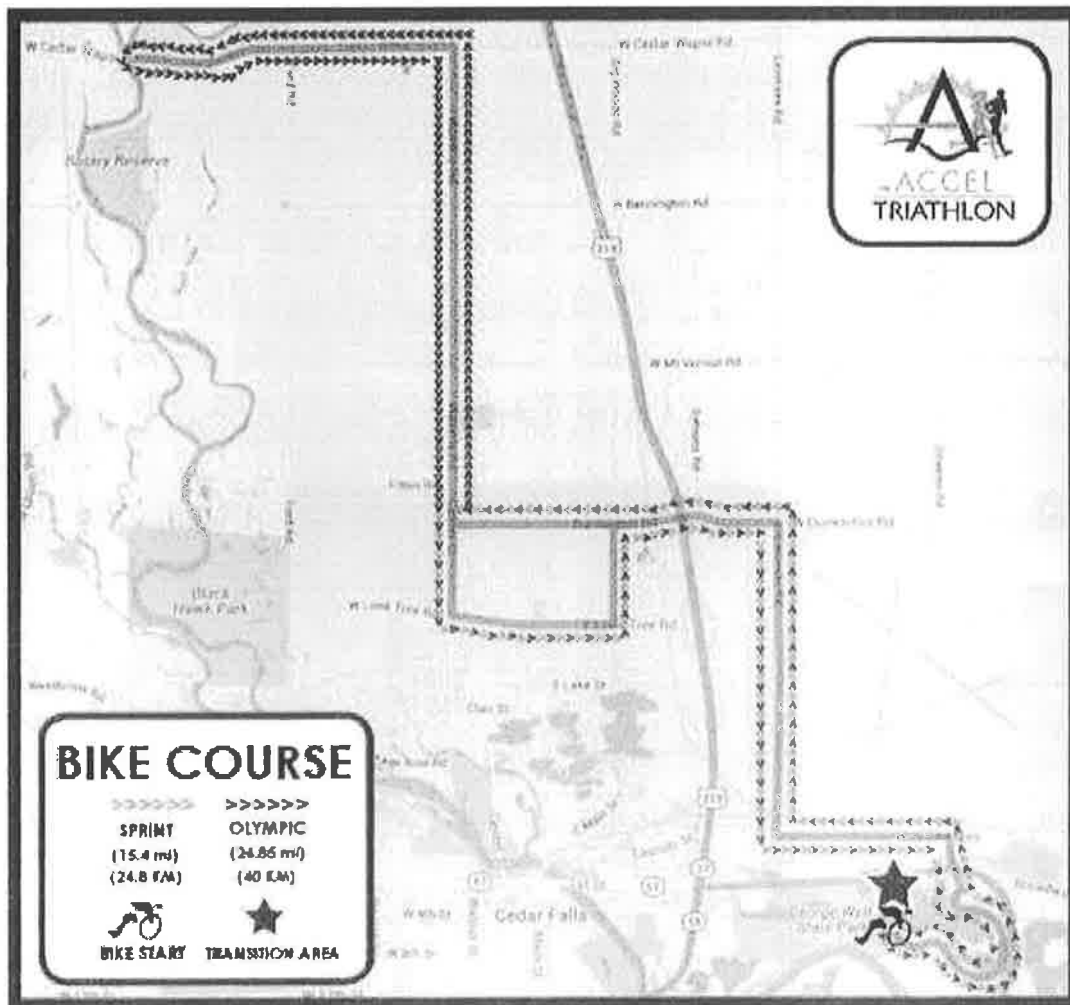
BIKE COURSE

Summary

Bike 15.4 or 24.8 Miles

The Bike Course is a very flat and fast course for both the Sprint and Olympic routes. Distances are 15.4 miles (24.8 kilometers) in the Sprint distance and 24.8 miles (40 kilometers) in the Olympic distance. The course includes turns, curves, and railroad track crossings, and portions will be open to public vehicle traffic. Areas requiring greater caution will be staffed by law enforcement and/or volunteers. Road hazards will be identified, but caution is advised throughout the course. CPSC-approved helmets are required of all participants.

The Sprint and Olympic distances share a good majority of the course. They flow together out to Center Street/Waverly Road, where they then split --- Olympic athletes turn north and Sprint athletes turn south. Olympic athletes returning from their turnaround will merge with Sprint athletes at the intersection of Center Street/Waverly Road and Dunkerton Road.



Item G.1.f.

Turn by Turn - Sprint Distance

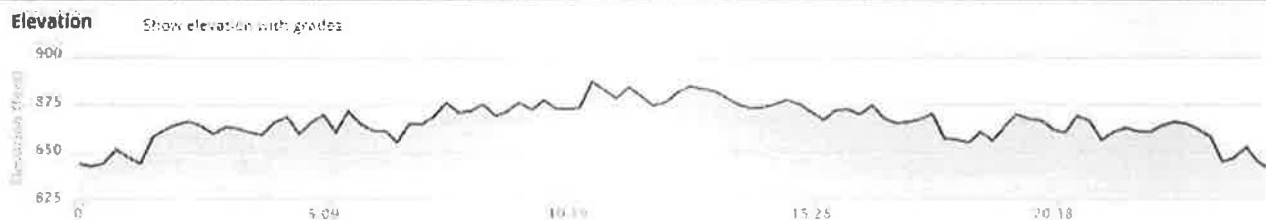
- Begin on Wyth Rd
- Left on Airport Blvd
- Left on W. Airline Hwy
- Right on Leverage Rd
- Left on Dunkerton Rd
- Left on Waverly Rd
- Left on Lone Tree Rd
- Left on Big Woods Rd
- Right on Dunkerton Rd
- Right on Leverage Rd
- Left on Airline Hwy
- Right on Airport Blvd
- Right on Wyth Rd
- Head back to Transition

Turn by Turn - Olympic Distance

- Begin on Wyth Rd
- Left on Airport Blvd
- Left on W. Airline Hwy
- Right on Leverage Rd
- Left on Dunkerton Rd
- Right on Waverly Rd
- Left on Cedar-Wapsi Rd
- Turn Around
- Right on Waverly Rd
- Left on Lone Tree Rd
- Left on Big Woods Rd
- Right on Dunkerton Rd
- Right on Leverage Rd
- Left on Airline Hwy
- Right on Airport Blvd
- Right on Wyth Rd
- Head back to Transition

BIKE PROFILE

Start Elevation: 845 ft • Max Elevation: 886 ft



A vehicle will lead the first athlete out of the Transition Area and around the Bike Course. If this is a Sprint athlete, they will follow the lead vehicle around the entire course. If this is an Olympic athlete, they will follow the lead vehicle to the intersection of Dunkerton Road and Center Street/Waverly Road. At this point the lead vehicle will turn left, and the Olympic athlete will turn right. A motorcycle will then lead this Olympic athlete out to the turnaround and back down to the Dunkerton Road and Center Street/Waverly Road intersection. The Olympic athlete will then merge back in with other athletes and no longer be provided a lead vehicle.

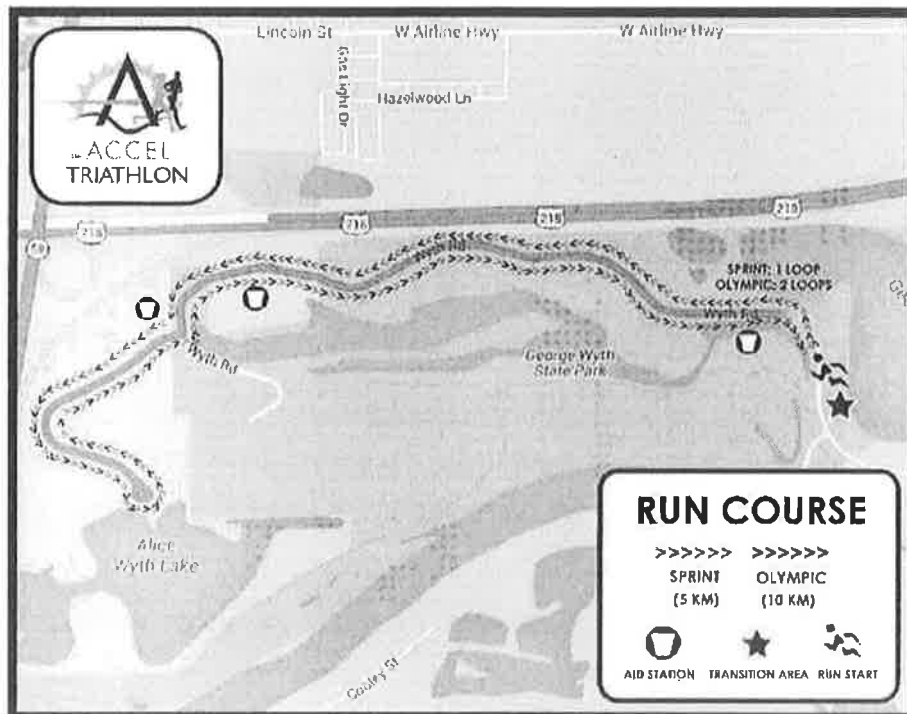
Please note that some portions of the course will be open to public vehicle traffic. Local law enforcement and volunteers are provided at major intersections to help keep you safe. Traffic, however, is not required to stop so please stay alert to your surroundings.

RUN COURSE

Summary

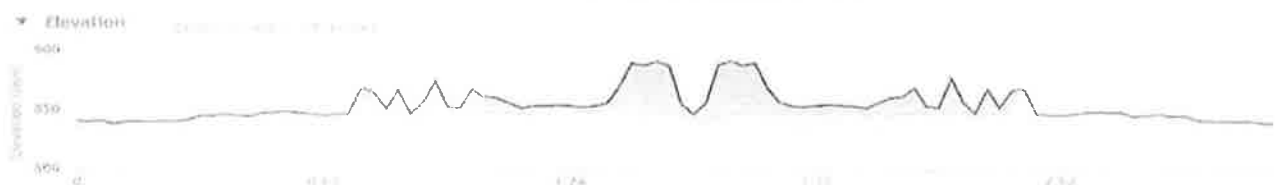
Run 5K or 10K

The Run Course is a simple out-and-back route on park roads through George Wyth State Park. Distances are 5 kilometers (3.1 miles) in the Sprint distance and 10 kilometers (6.2 miles) in the Olympic distance. Starting at the Transition Area, athletes will turn right onto Wyth Road, turn right again onto Alice Road, and continue on until the turnaround. Then retrace your steps back to the Finish Line area. Sprint athletes will make one loop, and Olympic athletes will make two loops. There will be three aid stations along the course with water, sports drink, and ice. Please note that park roads will be open to public vehicle traffic so please stay alert to your surroundings.



RUN PROFILE

Start Elevation: 842 ft • Max Elevation: 892 ft



SPONSOR

Information

The Accel Triathlon is presented by:



Additional Local Sponsors:



This project sponsored in part by the
Cedar Falls Tourism & Visitors Bureau
<http://www.cedarfallstourism.org/>



Craig Berte

From: Angie Sorrell <angie.sorrell@uni.edu>
Sent: Monday, June 04, 2018 11:43 AM
To: Craig Berte; Angie Sorrell
Cc: Jacque Danielsen; Jeff Olson
Subject: RE: Parking Waiver Approved

Hi Craig,
??

We are once again hosting our Teacher Festival for local educators. This year???'s event is Thursday, July 26, 2018, from 9:00am-2:00pm. We are requesting an extended parking time for the hours of the festival both in front of the store on W. 23rd street and in the city lot on W. 22nd street. The details of the event are the same as last year, but I can write a separate request if you prefer. We had 200+ teachers attend our event in 2017.

??
I???'m sure you know that at the end of February University Book & Supply was purchased by the University of Northern Iowa. We are now UNI employees, and our name changed to **UNI Bookstore**. My email changed to angie.sorrell@uni.edu, and our store phone number is 319-273-2665.

??
Please let me know if you need anything further. I look forward to hearing from you on this matter.

??
Thank you,
??

Angie Sorrell
General Merchandise Buyer

UNI Bookstore
1009 W. 23rd Street
Cedar Falls, IA?? 50613
(319) 273-2665

??
???'The privilege of a lifetime is being who you are.???'
--Joseph Campbell

??
??
??

From: Craig Berte <Craig.Berte@cedarfalls.com>
Sent: Tuesday, July 18, 2017 11:08 AM
To: Angie Sorrell <angie@panthersupply.com>
Cc: Jacque Danielsen <Jacque.Danielsen@cedarfalls.com>; Jeff Olson <Jeff.Olson@cedarfalls.com>
Subject: Parking Waiver Approved

??
Angie,
??

Your parking variance request was approved at last evening???'s City Council meeting.?? I have cc???'d Jacque Danielsen in this e-mail as she supervises our parking enforcement team.?? We will not enforce the two-hour parking limit next Thursday between the hours of 9AM to 2PM on West 23rd Street near the store and in the Municipal Lot behind the store.?? All other parking laws will be enforced.

??
Good luck with your event and if you have any questions please direct them to Jacque or I.?? Craig

*Please approve this parking variance:
Extended parking time from 9:00am - 2:00 pm, July 26th
two locations [upper "G" lot 900-1100 block of W. 23rd Street]*
[Signature] Approved

Item G.1.f.

??
??

From: Angie Sorrell [<mailto:angie@panthersupply.com>]

Sent: Saturday, July 08, 2017 10:54 AM

To: Craig Berte

Cc: Jacque Danielsen; Mandy Thurm

Subject: Event Parking Request from University book and Supply

??

Hi Craig,

??

Every year we host a Teacher Festival at the end of July, giving our local teachers a chance to win prizes, meet manufacturer representatives, shop with a ??discount, and mingle with fellow teachers as they prepare for the next school year. We also do some giveaways, while supplies last, that draw teachers at the beginning of the day. There are no set hours for when a teacher can shop during the festival, but the event is scheduled from 9:00am-2:00pm, after which the manufacturer representatives are not available.

??

Last year, we had 200+ teachers shop with us during the hours of 9:00am-2:00pm, half of which arrived at 9:00am to take advantage of our giveaways before they were gone. This congestion made the shopping experience longer, so some of the teachers went over the 2-hour allotted time frame on W. 23rd Street, and in the city lot to the east of our store on W. 22nd Street. The parking attendant was nice enough to inquire about our event, and let the teachers spend extra time in the store. We were very grateful for this kindness shown to the teachers.

??

We are requesting an extended parking time for the hours of 9:00am-2:00pm on Thursday, July 27, 2017, for the teachers shopping with us during our Teacher Festival. The areas requested are in front of University Book & Supply on W. 23rd Street, and in the city lot to the east of the store on W. 22nd Street. The teacher traffic in the store gets much lighter after 2pm, so I don't anticipate needing any extended time beyond the festival hours.

??

I appreciate the opportunity to partner with the City of Cedar Falls to make our local teachers feel valued. Please let me know if you need anything further from me.

??

Thank you,

??

Angie Sorrell

Teacher Resources/General Books

University Book & Supply

1009 W. 23rd Street

Cedar Falls, IA 50613

www.panthersupply.com

asorrell@panthersupply.com

319-266-7581

FAX319-277-1266

??

??

??

Craig R. Berte

Assistant Director of Public Safety/Assistant Police Chief

Cedar Falls Police Department

main) 319-273-8612

office) 319-268-5153

cell) 319-269-0945

??

Instructions on the reverse side

For period (MM/DD/YYYY) 07/01/2018 through June 30, 2019

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

Business Information:

Trade Name/DBA BANIS
Physical Location Address 2128 College Street City Cedar Falls ZIP IA 50613
Mailing Address Same Above City State ZIP
Business Phone Number 319-277-6666

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP Cedar Star, Inc.
Mailing Address Same Above City State ZIP
Phone Number Fax Number Email

Retail Information:

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

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

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

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

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

Name (please print) RIFFAT WAHIDY Name (please print)
Signature Rwahidj Signature
Date 04-18-18 Date

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

FOR CITY CLERK/COUNTY AUDITOR ONLY - MUST BE COMPLETE

- Fill in the amount paid for the permit: \$100.00
Fill in the date the permit was approved by the council or board:
Fill in the permit number issued by the city/county:
Fill in the name of the city or county issuing the permit: Cedar Falls
New Renewal

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

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

Item G.1.g.



Iowa Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor

https://tax.iowa.gov

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2018 through June 30, 2019

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

Business Information:

Trade Name/DBA FIVE CORNER LIQUOR and wine
Physical Location Address 809 E 18TH ST City Cedar Falls ZIP 50613
Mailing Address FIVE CORNER LIQUOR City Cedar Falls State IA ZIP 50613
Business Phone Number 319-266-6975

Legal Ownership Information:

Type of Ownership: Sole Proprietor [] Partnership [] Corporation [x] LLC [] LLP []
Name of sole proprietor, partnership, corporation, LLC, or LLP Khan Bios Corp.
Mailing Address 2425 Royal DR City Cedar Falls State IA ZIP 50613
Phone Number 414-526-3177 Fax Number [] Email []

Retail Information:

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

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

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

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

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

Name (please print) Dilawar Khan Name (please print) []
Signature [] Signature []
Date 06.11.18 Date []

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

FOR CITY CLERK/COUNTY AUDITOR ONLY - MUST BE COMPLETE

- Fill in the amount paid for the permit: \$100.00
Fill in the date the permit was approved by the council or board:
Fill in the permit number issued by the city/county:
Fill in the name of the city or county issuing the permit: Cedar Falls
New [] Renewal [x]

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

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

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2018 through June 30, 2019

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

Business Information:

Trade Name/DBA Great M Y zne, Great wall
Physical Location Address 2125 college st # D City Cedar Falls ZIP 50613
Mailing Address 2125 college st # D City Cedar Falls State IA ZIP 50613
Business Phone Number 3192778899

Legal Ownership Information:

Type of Ownership: Sole Proprietor [] Partnership [] Corporation [x] LLC [] LLP []
Name of sole proprietor, partnership, corporation, LLC, or LLP Great M Y zne
Mailing Address 2125 college st # D City Cedar Falls State IA ZIP 50613
Phone Number 3192778899 Fax Number 3192771467 Email

Retail Information:

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

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

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

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

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

Name (please print) Jian ping zheng Name (please print)
Signature Jian ping zheng Signature
Date 6-12-18 Date

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

FOR CITY CLERK/COUNTY AUDITOR ONLY - MUST BE COMPLETE

- Fill in the amount paid for the permit: \$100.00
• Fill in the date the permit was approved by the council or board:
• Fill in the permit number issued by the city/county:
• Fill in the name of the city or county issuing the permit: Cedar Falls
• New [] Renewal [x]

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.
• Email: iapledge@iowaabd.com
• Fax: 515-281-7375

Item G.1.g.



Iowa Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor

https://tax.iowa.gov

Instructions on the reverse side

For period (MM/DD/YYYY) 07 01 2018 through June 30, 2019

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

Business Information:

Trade Name/DBA Hillstreet News and Tobacco
Physical Location Address 2217 College St City Cedar Falls ZIP 50613
Mailing Address 2217 College St City Cedar Falls State IA ZIP 50613
Business Phone Number 319 277-7745

Legal Ownership Information:

Type of Ownership: Sole Proprietor [] Partnership [] Corporation [x] LLC [] LLP []
Name of sole proprietor, partnership, corporation, LLC, or LLP National Cigar Store, Inc.
Mailing Address 617 Sycamore City Waterloo State IA ZIP 50703
Phone Number 234-5958 Fax Number Email

Retail Information:

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

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

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

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

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

Name (please print) John Eieland Name (please print)
Signature John Eieland Signature
Date 5/6/18 Date

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

FOR CITY CLERK/COUNTY AUDITOR ONLY - MUST BE COMPLETE

- Fill in the amount paid for the permit: \$100.00
Fill in the date the permit was approved by the council or board:
Fill in the permit number issued by the city/county:
Fill in the name of the city or county issuing the permit: Cedar Falls
New [] Renewal [x]

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

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



Iowa Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor

https://tax.iowa.gov

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2018 through June 30, 2019

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

Business Information:

Trade Name/DBA KWIK STAR #490
Physical Location Address 7500 Nordic Dr City Cedar Falls ZIP 50613-9343
Mailing Address PO Box 2107 City La Crosse State WI ZIP 54602-2107
Business Phone Number 319-277-1025

Legal Ownership Information:

Type of Ownership: Sole Proprietor [] Partnership [] Corporation [x] LLC [] LLP []
Name of sole proprietor, partnership, corporation, LLC, or LLP Kwik Trip, Inc. Mailing Address PO Box 2107 City La Crosse State WI ZIP 54602-2107
Phone Number 608-791-7385 Fax Number 608-793-6120 Email Licensingdept@kwiktrip.com

Retail Information:

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

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

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

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

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

Name (please print) Donald P. Zietlow Name (please print)
Signature [Signature] Signature
Date MAY 24 2018 Date

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

FOR CITY CLERK/COUNTY AUDITOR ONLY - MUST BE COMPLETE

- Fill in the amount paid for the permit: \$100.00
Fill in the date the permit was approved by the council or board:
Fill in the permit number issued by the city/county:
Fill in the name of the city or county issuing the permit: Cedar Falls
New [] Renewal [x]

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.
Email: iapledge@iowaabd.com
Fax: 515-281-7375

Item G.1.g.



Iowa Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor

https://tax.iowa.gov

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2018 through June 30, 2019

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

Business Information:

Trade Name/DBA KWIK STAR #726
Physical Location Address 2019 College St City Cedar Falls ZIP 50613
Mailing Address PO Box 2107 City La Crosse State WI ZIP 54602-2107
Business Phone Number 319-277-7226

Legal Ownership Information:

Type of Ownership: Sole Proprietor [] Partnership [] Corporation [x] LLC [] LLP []
Name of sole proprietor, partnership, corporation, LLC, or LLP Kwik Trip, Inc. Mailing Address PO Box 2107 City La Crosse State WI ZIP 54602-2107
Phone Number 608-791-7385 Fax Number 608-793-6120 Email Licensingdept@kwiktrip.com

Retail Information:

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

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

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

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

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

Name (please print) Donald P. Zietlow Name (please print)
Signature [Signature] Signature
Date MAY 24 2018 Date

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

FOR CITY CLERK/COUNTY AUDITOR ONLY - MUST BE COMPLETE

- Fill in the amount paid for the permit: \$100.00
Fill in the date the permit was approved by the council or board:
Fill in the permit number issued by the city/county:
Fill in the name of the city or county issuing the permit: Cedar Falls
New [] Renewal [x]

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.
Email: iapledge@iowaabd.com
Fax: 515-281-7375

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2018 through June 30, 2019

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

Business Information:

Trade Name/DBA The Dragons Cave
Physical Location Address 2225 College St City Cedar Falls ZIP 50613
Mailing Address 2225 College St City Cedar Falls State IA ZIP 50613
Business Phone Number

Legal Ownership Information:

Type of Ownership: Sole Proprietor [X] Partnership [] Corporation [] LLC [] LLP []
Name of sole proprietor, partnership, corporation, LLC, or LLP Josh Rodgers
Mailing Address 8133 Buchridge Rd City Cedar Falls State IA ZIP 50613
Phone Number 319-290-3036 Fax Number Email SmokingDragonCandles@gmail.com

Retail Information:

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

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

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

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

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

Name (please print) Josh Rodgers Name (please print)
Signature Josh Rodgers Signature
Date 6/11/19 Date

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

FOR CITY CLERK/COUNTY AUDITOR ONLY - MUST BE COMPLETE

- Fill in the amount paid for the permit: \$100.00
• Fill in the date the permit was approved by the council or board:
• Fill in the permit number issued by the city/county:
• Fill in the name of the city or county issuing the permit: Cedar Falls
• New [] Renewal [X]

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.
• Email: iapledge@iowaabd.com
• Fax: 515-281-7375

Item G.1.g.



Iowa Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor

<https://tax.iowa.gov>

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2018 through June 30, 2019

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

Business Information:

Trade Name/DBA TOBACCO OUTLET PLUS #561
Physical Location Address 4116 University Ave, Suite 106 City Cedar Falls ZIP 50613
Mailing Address PO Box 2107 City La Crosse State WI ZIP 54602-2107
Business Phone Number 319-268-0995

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP Kwik Trip, Inc. Mailing
Address PO Box 2107 City La Crosse State WI ZIP 54602-2107
Phone Number 608-791-7385 Fax Number 608-793-6120 Email Licensingdept@kwiktrip.com

Retail Information:

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

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

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

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

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

Name (please print) Donald P. Zietlow Name (please print) _____
Signature *Donald P. Zietlow* Signature _____
Date MAY 24 2018 Date _____

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

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: \$100.00
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: Cedar Falls
- New Renewal

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

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

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2018 through June 30, 2019

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

Business Information:

Trade Name/DBA ZSA002
Physical Location Address 206 Brandtlynne Blvd City Cedar Falls ZIP 50613
Mailing Address SAME City State ZIP
Business Phone Number 319-266-3050

Legal Ownership Information:

Type of Ownership: Sole Proprietor [] Partnership [] Corporation [x] LLC [] LLP []
Name of sole proprietor, partnership, corporation, LLC, or LLP Diversions Inc.
Mailing Address SAME City State ZIP
Phone Number Fax Number Email v002@cfw.net

Retail Information:

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

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

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

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

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

Name (please print) Mark Roberts Name (please print)
Signature Signature
Date 6/2/18 Date

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

FOR CITY CLERK/COUNTY AUDITOR ONLY - MUST BE COMPLETE

- Fill in the amount paid for the permit: \$100.00
Fill in the date the permit was approved by the council or board:
Fill in the permit number issued by the city/county:
Fill in the name of the city or county issuing the permit: Cedar Falls
New [] Renewal [x]

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.
Email: iapledge@iowaabd.com
Fax: 515-281-7375



DEPARTMENT OF PUBLIC SAFETY SERVICES

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

319-273-8612

MEMORANDUM

To: Mayor Brown and City Councilmembers
From: Jeff Olson, Public Safety Services Director/Chief of Police
Date: June 14, 2018
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:

- (1) Hong Kong Chinese Restaurant, 6306 University Avenue, Special Class C liquor - renewal.
- (2) Amvets, 1934 Irving Street, Class A liquor & outdoor service - renewal.
- (3) NewAldaya Lifescapes, 7511 University Avenue, Class A liquor & outdoor service - renewal.
- (4) Mulligan's Brick Oven Grill & Pub, 205 East 18th Street, Class C liquor & outdoor service - renewal.
- (5) Texas Roadhouse, 5715 University Avenue, Class C liquor - renewal.
- (6) Dollar General Store, 2921 Center Street, Class C beer & Class B wine - change in ownership.
- (7) Kwik Star, 2019 College Street, Class C beer – Carryout Wine – new (add –on)
- (8) Mary Lou's Bar & Grill, 2719 Center Street, Class C liquor - temporary outdoor service. (July 13-July 14, 2018)

Council Member _____ introduced the following Resolution entitled "RESOLUTION DIRECTING SALE OF \$ _____ GENERAL OBLIGATION BONDS, SERIES 2018," and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION DIRECTING SALE OF \$ _____
GENERAL OBLIGATION BONDS, SERIES 2018

WHEREAS, bids have been received for the Bonds described as follows and the best bid received (with permitted adjustments, if any) is determined to be the following:

\$ _____ GENERAL OBLIGATION BONDS,
SERIES 2018

Bidder: _____ of _____

The terms of award:

Final Par Amount as adjusted: \$ _____

Purchase Price as adjusted: \$ _____

True Interest Rate: _____ %

Net Interest Cost: \$ _____

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

Section 1. That the bid for the Bonds as above set out is hereby determined to be the best and most favorable bid received and, the Bonds are hereby awarded as described above.

Item G.2.a.

Section 2. That the statement of information for Bond bidders and the form of contract for the sale of the Bonds are hereby approved and the Mayor and Clerk are authorized to execute the same on behalf of the City.

Section 3. That the notice of the sale of the Bonds heretofore given and all acts of the Clerk done in furtherance of the sale of the Bonds are hereby ratified and approved.

PASSED AND APPROVED this 18th day of June, 2018.

Mayor

ATTEST:

City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

I, the undersigned City Clerk of the City of Cedar Falls, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2018.

 City Clerk, City of Cedar Falls, State of Iowa

(SEAL)

01492294-1\10283-160



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

TO: Mayor Brown and City Council Members

FROM: Brenda Balvanz, Personnel Specialist

DATE: June 14, 2018

SUBJECT: FY19-21 Group Long-Term Disability Insurance Renewal and May 1, 2018 Plan Amendments

Attached is the City's FY19-21 group Long-Term Disability (LTD) renewal letter from National Insurance Services, the coordinating carrier for this employee benefit that is administered by Madison National Life Insurance Company, Inc. The City's LTD rate will decrease from \$0.37 to \$0.33 per \$100 of covered payroll and will be effective through June 30, 2021. Refer to the attached LTD renewal letter dated May 2018 for details.

During the renewal process, National Insurance Services and benefits consultant Gallagher Benefits Services, Inc. recommended two zero-cost amendments to update the City's plan. Attached is a page explaining various plan provisions and an updated Joinder Agreement for LTD insurance.

The first amendment relates to the plan's 180 day Elimination (waiting) Period before disability benefits become payable. Effective May 1, 2018, the Cumulative Elimination Period increased from seven to 30 working days which is a reduced eligibility penalty to an employee. The increased Cumulative Elimination Period allows an eligible employee to partially work during the Elimination Period without being penalized or having to re-satisfy a new Elimination Period.

The second amendment relates to the definition of disability. Prior to May 1st, an employee was required to be totally disabled from their own occupation to be eligible for disability benefits. The amendment changes the definition to "Zero Day", which allows an eligible employee to qualify for benefits if his/her work earnings are less than 80% of their indexed pre-disability earnings, per the attached. This would be helpful to an employee working part-time that would not otherwise qualify for benefits.

If you have questions regarding the attached, please contact me at 268-5112 or Jennifer Rodenbeck at 268-5108.

Attachments

May 2018

Brenda Balvanz
 Personnel Specialist
 City of Cedar Falls
 220 Clay Street
 Cedar Falls, IA 50613-2783

RE: Insurance Renewal for City of Cedar Falls, Group # 026982
 Long-Term Disability, Madison National Life Insurance Company, Inc.
 Carrier Policy # 0377, NIS Policy # 2247

Dear Ms. Balvanz:

The Long-Term Disability Insurance renews July 1, 2018. After careful review of the current plan, Madison National Life Insurance Company, Inc. is adjusting the rates as follows:

Long-Term Disability

Class Title	Current Rate Per \$100 of Covered Payroll	Renewal Rate Per \$100 of Covered Payroll	Impact
All Classes	\$0.37	\$0.33	Decrease

These rates are guaranteed for 3 Years until July 1, 2021, assuming no changes to the current benefit structure.

Plan adjustments as of 5/1/2018 include extending the Cumulative Elimination Period to 30 working days and changing the definition of disability to Zero Day.

We believe our level of commitment to you is most evident in our ongoing efforts to secure both competitive pricing and extended rate guarantees. We truly appreciate your business and the opportunity to continue negotiating on your behalf. By signing below, you are acknowledging your reciprocal 3 Year commitment to National Insurance Services.

Please complete the bottom portion and return a copy to National Insurance Services as indication of your acceptance of the renewal. Thank you for your continued business. Please do not hesitate to call me if you have any questions.

Sincerely,



Megan McKown
 Account Representative

cc: William Robinson

The July 1, 2018 renewal of Group Long-Term Disability Insurance as outlined above is accepted.

Signature & Title

Date

Corporate Headquarters
 250 South Executive Drive
 Suite 300
 Brookfield, WI 53005

Indiana Office
 9100 Meridian Square
 50 East 91st Street
 Suite 315
 Indianapolis, IN 46240

Michigan Offices
 310 East Michigan Avenue
 Suite 503
 Kalamazoo, MI 49007

43120 Utica Road
 Suite 400
 Sterling Heights, MI 48314

120 East Liberty
 Suite 220
 Ann Arbor, MI 48104

Minnesota Office
 14852 Scenic Heights Road
 Suite 210
 Eden Prairie, MN 55344

Nebraska Office
 9202 West Dodge Road
 Suite 302
 Omaha, NE 68114

Pennsylvania Office
 375 Southpointe Blvd
 Suite 220
 Canonsburg, PA 15317

DEFINITIONS

Indexed Predisability Earnings means your Predisability Earnings adjusted annually by the rate of increase in the CPI-W. During the first year of Disability, Indexed Predisability Earnings are the same as the Predisability Earnings. Thereafter, your Indexed Predisability Earnings are determined on each anniversary of your Disability using the above method. The maximum adjustment in any year is 7%. If the rate of the CPI-W decreases, your Indexed Predisability Earnings may reduce accordingly; however, such adjustments will never reduce your Indexed Predisability Earnings below the original amount.

Work Earnings means your gross monthly earnings from work performed while Disabled.

If you are paid in a lump sum or on a basis other than monthly, we will prorate your Work Earnings over the period of time to which they apply. If no period of time is stated, we will use a reasonable one.

In determining your Work Earnings, we:

1. will use the financial accounting method you use for income tax purposes, if you use that method on a consistent basis;
2. will not be limited to the taxable income you report to the Internal Revenue Service;
3. may ignore expenses under section 179 of the IRC as a deduction from your gross earnings;
4. may ignore depreciation as a deduction from your gross earnings;
5. may adjust the financial information you give us in order to clearly reflect your Work Earnings.

If we determine that your earnings vary substantially from month to month, we may determine Work Earnings by averaging your earnings over the most recent 12 month period. During the Own Occupation Period, you will no longer be Disabled when your average Work Earnings over the last 12 month period equal or exceed 80% of your Indexed Predisability Earnings, or when you are capable of earning 80% or more of your Indexed Predisability Earnings. During the Any Occupation Period, you will no longer be Disabled when your average Work Earnings over the last 12 month period equal or exceed 80% of your Indexed Predisability Earnings, or when you are capable of earning 80% or more of your Indexed Predisability Earnings.

DEFINITION OF DISABILITY

- A. **Disability or Disabled** means that during the Elimination Period and your Own Occupation Period you are, as a result of Physical Disease, Injury, Mental Disorder, Substance Abuse or Pregnancy, unable to perform one or more of the Material Duties of your Own Occupation, and, due to such inability, your Work Earnings are less than 80% of your Indexed Predisability Earnings, and you are incapable of earning 80% or more of your Indexed Predisability Earnings.

Your Work Earnings may be Deductible Income. See the “LTD Benefit Calculation” and “Deductible Income” sections.

- B. After your Own Occupation Period ends, **Disability and Disabled** mean you are, as a result of Physical Disease, Injury, Mental Disorder, Substance Abuse or Pregnancy, unable to perform one or more of the Material Duties of Any Occupation, and, due to such inability, your Work Earnings are less than 80% of your Indexed Predisability Earnings, and you are incapable of earning 80% or more of your Indexed Predisability Earnings.

Your Work Earnings may be Deductible Income. See the “LTD Benefit Calculation” and “Deductible Income” sections.

- C. **Loss of License or Certification.** For an Insured Person whose occupation requires a license, a restriction or loss of license does not, in itself, constitute a Disability.

Item G.2.b.

- D. Preventive Measures. Your inability to perform any of your Material Duties because of preventive treatments or other preventive measures does not, by itself, constitute a Disability.
- E. Your Own Occupation Period and Any Occupation Period are specified in the Schedule of Benefits.

LTD BENEFIT CALCULATION

- A. Your monthly **Gross LTD Benefit** is equal to the lesser of your monthly Predisability Earnings times the LTD Benefit Percentage, or the Maximum Monthly Benefit.
- B. Your monthly **LTD Benefit** is calculated as follows:
 - 1. During the Work Incentive Period, Your LTD Benefit will be equal to your monthly Gross LTD Benefit minus monthly Deductible Income (subject to the Minimum Monthly Benefit);
 - 2. Upon expiration of the Work Incentive Period, your LTD Benefit will be calculated as follows (subject to the Minimum Monthly Benefit): $(A \div B) \times C$, where:
 - A = monthly Indexed Predisability Earnings minus Work Earnings for that same period.
 - B = monthly Indexed Predisability Earnings.
 - C = monthly Gross LTD Benefit minus monthly Deductible Income (exclusive of Work Earnings).

DEDUCTIBLE INCOME – WORK EARNINGS

Work Earnings will be considered Deductible Income as follows:

- a) During the First 12 months of Disability with Work Earnings (the “Work Incentive Period”), if the total amount of your Gross LTD Benefit plus the amount you receive from Work Earnings exceeds 100% of your Predisability Earnings, the amount in excess of 100% of your Predisability Earnings will be included in Deductible Income;
- b) Upon expiration of the Work Incentive Period, your Work Earnings will be offset as provided as stated above under LTD BENEFIT CALCULATION.

**NATIONAL INSURANCE SERVICES OF WISCONSIN INSURANCE TRUST
JOINDER AGREEMENT FOR
LONG-TERM DISABILITY INSURANCE**

City of Cedar Falls (the “Employer”) hereby requests application for participation in National Insurance Services of Wisconsin Insurance Trust (the “Trust”) for group long-term disability insurance benefits under a master group policy underwritten by Madison National Life Insurance Company, Inc. (the “Insurer”). The “Group Policy” means only the provisions of the master group policy that apply to the Employer, based upon the coverage requested under this Joinder Agreement.

A. Administrative

- | | |
|------------------------------------|--|
| 1. Employer: | City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613-2783 |
| 2. Plan Number: | 0377 |
| 3. Nature of Business: | Government |
| 4. Frequency of Billing: | Monthly |
| 5. Original Plan Effective Date: | July 1, 1994 |
| 6. Revised Joinder Effective Date: | May 1, 2018 |

B. Class and Benefit Summary

Class Number:	01	02
Eligible Class:	Administrators	All Other Eligible Employees
Employer Premium Contribution:	100%	100%
Initial Premium Rate:	0.37% of covered payroll	0.37% of covered payroll
Initial Premium Rate Guarantee:	2 months until July 1, 2018	2 months until July 1, 2018
Elimination Period:	180 consecutive calendar days	180 consecutive calendar days
Minimum Hourly Work Requirement:	40 hours per week on a regular year-round basis unless serving in an acting capacity and provided with benefits in accordance with City policy	40 hours per week on a regular year-round basis unless serving in an acting capacity and provided with benefits in accordance with City policy
Waiting Period:	None	None
Evidence of Insurability:	Required for Late Enrollees, Increases and amounts exceeding the Guarantee Issue	Required for Late Enrollees, Increases and amounts exceeding the Guarantee Issue
New Employee Eligibility Date:	First of month following completion of the Waiting Period	First of month following completion of the Waiting Period

Item G.2.b.

Class Number:	01	02
Eligible Class:	Administrators	All Other Eligible Employees
Minimum Participation Required:	100%	100%
Leaves and Sabbaticals:	Coverage with premium payment while on FMLA leave; Coverage with premium payment for up to 1 year while on Paid or Unpaid Sabbatical; Coverage with premium payment for up to 1 year while on Paid or Unpaid Leave	Coverage with premium payment while on FMLA leave; Coverage with premium payment for up to 1 year while on Paid or Unpaid Sabbatical; Coverage with premium payment for up to 1 year while on Paid or Unpaid Leave
Definition of Disability:	Zero Day	Zero Day
Own Occupation Period:	24 months following the end of the Elimination Period	24 months following the end of the Elimination Period
Any Occupation Period:	From the end of the Own Occupation Period to the end of the Maximum Benefit Period	From the end of the Own Occupation Period to the end of the Maximum Benefit Period
Cumulative Elimination Period:	30 Calendar Days	30 Calendar Days
Recurrent Disability:	6 months	6 months
Predisability Earnings:	Base pay only	Base pay only
Maximum Monthly Covered Salary:	\$12,500	\$10,000
LTD Benefit Percentage:	90% for the first 6 months; 70% thereafter	60%
Maximum Monthly Benefit:	\$11,250 for the first 6 months; \$8,750 thereafter	\$6,000
Guarantee Issue:	\$11,250 for the first 6 months; \$8,750 thereafter	\$6,000
Minimum Monthly Benefit:	\$50	\$50
Work Incentive Period:	First 12 months of Disability with Work Earnings	First 12 months of Disability with Work Earnings
LTD Benefit Calculation:	Non-Standard - Non-Contract Day	Non-Standard - Non-Contract Day
Social Security Integration:	Primary Only	Primary Only
Freeze Type:	General Freeze	General Freeze
Mental Disorder Limitation:	24 Months Lifetime unless hospital confined	24 Months Lifetime unless hospital confined

Class Number:	01	02
Eligible Class:	Administrators	All Other Eligible Employees
Substance Abuse Limitation:	Not Covered	Not Covered
Claim Payment Method:	Monthly	Monthly
Lifestyle LTD Benefit:	Included	N/A
Rehabilitation Benefit:	Included	Included
Step Up to 85% Benefit:	Included	N/A

Maximum Benefit Period:

Age at Disablement	Benefit Duration
Before age 60	The day before attaining the Social Security Normal Retirement Age as stated in the 1983 Revision or any later revision of the United States Social Security Act
60-64	To the later of the above or 30 months
65-67	18 months
68-69	12 months
70-71	9 months
72 and over	6 months

C. Payment of Premiums

1. **Premium Due Date.** Premium is due on the 1st of the month to which coverage for such premium applies (e.g., premium for coverage in October would be due October 1st).
2. The premium due on each Premium Due Date is the sum of the premiums for all Insured Persons under the Group Policy. Premium rates for each Employer covered under the Group Policy are shown in the Employer's Joinder Agreement.
3. The Employer determines the amount, if any, of each Insured Person's contribution toward the cost of insurance.
4. Each premium is payable on or before its Premium Due Date directly to the Insurer at their home office.

Item G.2.b.

5. Premium is due for an Insured Person for each month in which such employee is covered under the Group Policy. The Employer must notify the Insurer immediately whenever an employee becomes eligible or ceases to be eligible for coverage. Effective dates of coverage or termination dates which occur mid-month will be billed as follows:
 - a) If the effective date of coverage is between the 1st of the month and 15th of the month, premium for an entire month will be due to the Insurer. If the effective date of coverage is between the 16th of the month and the end of the month the Employer will be billed for the next full month of coverage. The Insurer does not prorate premium.
 - b) If the date coverage ends is between the 1st of the month and the 15th of the month, no premium will be due for that month. If the date of termination is between the 16th of the month and the end of the month the Employer will be responsible for an entire month's premium.
6. All premiums will be based upon information provided by the Employer in the Census Reports.

D. Changes in Premium Rates.

1. Special Circumstances. The Insurer may change premium rates, to be effective on the next Premium Due Date, if any of the following occur:
 - a) A change or clarification in a law or governmental regulation affects the amount payable under the Group Policy. Any such change in premium rates will reflect only the change in the Insurer's obligations.
 - b) One or more changes occur in the factors material to the underwriting risk the Insurer assumed under the Group Policy with respect to the Employer, including, but not limited to, the number of persons insured, age, Predisability Earnings, gender and occupational classification.
 - c) The premium contribution arrangement for insured employees changes or varies from that stated in the Employer's Joinder Agreement when issued or last renewed.
 - d) Plan design changes are requested by the Employer.
 - e) The Insurer and the Employer mutually agree to change premium rates.
 2. In all other cases, and subject to a period for which the Insurer has provided the Employer with a written rate guarantee, the Insurer may change premium rates upon 90 days advance written notice to the Employer. Any such change in premium rates may be made effective on any Premium Due Date, but no such change will be made more than once in any Contract Year. Contract Years means successive 12-month periods computed from the end of the initial rate guarantee period, or from a time agreed to in writing by the Employer and Insurer.
- E. Premium Adjustments. Premium adjustments involving a return of unearned premiums to an Employer will be limited to the 12 months just before the date the Insurer receives a request for premium adjustment.

F. Information Required from Employer

1. The Employer will furnish all information reasonably necessary to administer the Group Policy, including but not limited to the following:
 - a) At least one Census Report during each plan year, no later than six months prior to the next plan renewal date. The Census Report means a written report providing the following information for each Employee insured under the Group Policy: name, social security number, date of birth, gender, occupational class, annual Pre-disability Earnings as defined under the Group Policy and the amount of coverage.
 - b) A list of all eligible employees and documentation supporting employee eligibility under the Group Policy.
 - c) Information about employees who become eligible, whose amounts of coverage change and/or whose coverage ends.
 - d) Occupational information and any other information that may be required to manage a claim.
 - e) Notification of an Employer's change in legal status, expansion of business, dissolution, merger, buyout or any other significant business operational change.
 - f) Notice of any additional eligible employee segment(s).
 - g) Any other information that may be reasonably required.
2. The Employer must provide such information to the Insurer or its agents in a regular and timely manner as may be reasonably specified by the Insurer and/or its agents. The Insurer and its agents have the right at all reasonable times to inspect the payroll and other records of the Employer which relate to insurance under the Group Policy.

G. Grace Period and Termination for Nonpayment

1. If a premium is not paid on or before its Premium Due Date, it may be paid during the Grace Period. The coverage under the Group Policy will remain in force during the Grace Period.
2. Grace Period means the 31 days following the Premium Due Date.
3. If the premium for coverage is not paid during the Grace Period, the coverage under the Group Policy will terminate automatically at the end of the Grace Period.
4. The Employer is liable for premium for coverage during the Grace Period. The Insurer may charge interest at the legal rate for any premium which is not paid during the Grace Period, beginning with the first day after the Grace Period.

H. Termination for Other Reasons

1. The Policyowner may terminate the Group Policy and the Employer may terminate coverage under the Group Policy by giving the Insurer at least 60 days written notice. The effective date of termination will be the later of:
 - a) The date stated in the notice; or
 - b) The Premium Due Date immediately following date the Insurer receives the notice.
2. The Insurer may terminate coverage under the Group Policy as follows:
 - a) On any Premium Due Date if the number of persons insured is less than the minimum participation number or less than the minimum participation percentage provided for under Employer's Joinder Agreement.

Item G.2.b.

- b) On any Premium Due Date if the Insurer determines that the Employer has failed to promptly furnish any necessary information requested or has failed to perform any other obligations relating to the Group Policy or coverage under the Group Policy.
 - c) On any Premium Due Date by giving the Employer at least 60 days advance written notice.
 - d) On the date the Employer breaches any part of the Entire Contract.
- I. Certificates. The Insurer will prepare Group Long Term Disability Certificates of Coverage setting forth the main features of the Group Policy applicable to each Insured Person. The Insurer and Employer may agree to distribute the Certificates to Insured Persons in paper format, or to make the document available and accessible for review by Insured Persons on the Employer's website. The Employer will be responsible for providing sufficient notice to the Insured Person of the existence and availability of the Certificate, including instructions on how to view the document, and a statement that a paper copy of the document will be made available upon request. Upon receiving such a request from either the Employer or Insured Person, the Insurer will provide a written copy of the Certificate to the Employer for distribution to the Insured Person. If the terms of the Certificate of Coverage differ from the terms of the Employer's coverage under the Group Policy, the latter will govern.
- J. Agency and Release. Individuals selected by the Employer to secure coverage under the Group Policy or to perform their administrative function under it, represent and act on behalf of the person selecting them and do not represent or act on behalf of Madison National Life Insurance Company. The Policyowner, Employer and such individuals have no authority to alter, expand or extend the Insurer's liability or to waive, modify or compromise any defense or right the Insurer may have under the Group Policy. The Policyowner and Employer hereby release, hold harmless and indemnify Madison National Life Insurance Company from any liability arising from or related to any negligence, error, omission, misrepresentation or dishonesty of the Policyowner or Employer respectively, or any of their respective representatives, agents or employees.
- K. Notice of Suit. The Policyowner and Employer shall promptly give the Insurer written notice of any lawsuit or other legal proceedings arising under the Group Policy.
- L. Entire Contract and Changes
- 1. The Group Policy, the Group Long Term Disability Insurance Certificate of Coverage, the Employer Joinder Agreement, the applications of the Policyowner, Employers and employees and any applicable riders, addenda and/or amendments constitute the Entire Contract.
 - 2. The Group Policy may be changed in whole or in part. No change in the Group Policy will be valid unless it is approved in writing by one of the Insurer's executive officers and given to the Policyowner for attachment to the Group Policy. No change in an Employer's coverage under the Group Policy will be valid unless it is approved in writing by one of the Insurer's executive officers and given to the Employer for attachment to their Joinder Agreement. No agent has authority to change the Group Policy or an Employer's coverage under the Group Policy or to waive any provisions thereof.
- M. Effect on Workers' Compensation, State Disability Insurance. The coverage provided under the Group Policy is not a substitute for coverage under a Workers' Compensation or state disability income benefit law and does not relieve the Employer of any obligation to provide such coverage.

- N. The undersigned Employer adopts and agrees to be bound by the terms and conditions of National Insurance Services of Wisconsin Insurance Trust Trust Agreement, as amended from time to time (the "Trust Agreement") and master group policy. Copies of these documents are available for employer review at Madison National Life Insurance Company, 1241 John Q. Hammons Drive, Madison, WI 53717.
- O. The Trust is a vehicle for obtaining group insurance plans in which employers join together as a single policyholder for the purchase and maintenance of group insurance policies.
- P. The Trust's Administrator shall provide participating employers the necessary information for applicable State and Federal compliance reporting requirements.
- Q. The signatures below constitute acceptance of the undersigned employer as a participating member of the Trust.

Signed into effect this _____ day of _____, 20____.


Signature of Authorized Employee of Employer

Printed Name & Title of Authorized Employee

Signature of Authorized Employee of Employer

Printed Name & Title of Authorized Employee

Administrator:
National Insurance Services of Wisconsin, Inc.

By: 
Bruce A. Miller, President
May 18, 2018

Item G.2.b.



NOTICE OF PRIVACY PRACTICES AND PROTECTION

**This Privacy Notice is provided for your information -- keep a copy of it for your records.
No response is required or requested.**

Customer Privacy Is Our Business - We value our relationship with our customers and are dedicated to providing them with exceptional service and competitive product offers. As part of our dedication to servicing their insurance needs, we are committed to protecting the confidentiality of nonpublic personal information about our customers. This Privacy Notice will help you understand what type of information we collect about insured individuals, how the information we collect is used, and what measures we take to protect that information.

What Information We Collect And How We Collect It - Depending on the type of product, we collect nonpublic personal information about insured individuals that may include:

- address,
- telephone number,
- social security number,
- account information,
- income,
- employment,
- health status, and
- other personal information relevant to their coverage.

We collect such information primarily from information we receive from individuals on applications or other forms. We may also collect information through telephone conversations or other electronic means, such as internet "cookies" (data stored on a computer by an internet browser when you use the internet to access our website) that may be used to track website usage, remember passwords customers create, and provide customers with website content specific to their needs and interests. We may also obtain information from third parties such as employers, non-affiliated insurers, physicians, hospitals and other medical providers.

How Information Is Protected - We restrict access to nonpublic personal information to those employees who need to know that information to provide products or services to our customers. We maintain physical, electronic, and procedural safeguards that comply with federal and state regulations to guard such information. Information about insured individuals is accessed by our employees only when such access is necessary to conduct our business. For example, we may access information to offer other compatible products or services we provide, to process customer requests, and to administer our products or services. All employees are required to maintain the confidentiality of nonpublic personal information and to follow policies we establish to secure such confidentiality.

Additionally, we require third parties to whom we disclose nonpublic personal information, or who receive or handle such information on our behalf, to adhere to our standard of privacy protection and to establish information security procedures.

Disclosure - We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law. Information will only be disclosed for such purposes as conducting and auditing our business, administering the business of affiliated organizations, responding to requests from government

authorities, or as authorized or requested by an insured individual. Such disclosures include, but are not limited to:

- Affiliates – we may provide information to affiliated companies to enable them to provide business services for us such as claims processing, underwriting, and maintenance of your accounts, and to offer products and services we provide.
- Agents and Brokers – we may provide information to enable agents and brokers to provide business services for us and to offer products and services we provide.
- Joint Marketing – we may provide information to non-affiliated third parties to jointly market insurance products or services.
- Lending Institutions – we may provide information to non-affiliated lending institutions, such as banks and credit unions, to offer products and services we provide, and to provide business services for us.
- Government Entities – we may provide information upon request from a State Department of Insurance or other government entity. The purpose for the request may be to prevent fraud, conduct an audit of our business practices, or for any other reason for which the government entity is legally permitted to request information.
- Servicing organizations - we may provide information to servicing organizations such as TPAs, reinsurers, attorneys, accountants, actuaries, underwriters, and other such organizations to enable them to provide business services for us.

We do not share, trade, sell, exchange or in any other way disclose nonpublic personal information except as stated above or to otherwise conduct the business of insurance.

About this Privacy Notice - The examples contained in this Privacy Notice are provided as illustrations and are not a comprehensive account of the rights of any party under applicable federal and state laws. The policies and protections indicated in this Privacy Notice will remain effective even after an individual's coverage is terminated, to the extent we retain information about that individual. We may change this Privacy Notice at any time and will inform you of any changes as required by law. Other applicable privacy protections may exist under state laws and we will comply with all applicable state laws when we disclose information about individual insureds.

This Privacy Notice is distributed on behalf of the following Independence Holding Company entities and their affiliated organizations:

- **Standard Security Life Insurance Company of New York**
- **Madison National Life Insurance Company, Inc.**
- **Independence American Insurance Company**

For additional information, contact us at:

Attn: Privacy Committee
Post Office Box 5008
Madison, WI 53705



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
Finance Division

TO: Mayor Brown and City Council Members

FROM: Brenda Balvanz, Personnel Specialist

DATE: June 14, 2018

SUBJECT: **FY19-20 Group Life/Accidental Death & Dismemberment Renewal**

Attached is the City's FY19-20 group life/accidental death & dismemberment insurance renewal summary from The Standard, the City's carrier for this employee benefit. The attached rates will be effective through June 30, 2020 and have remained the same since July 1, 2012.

If you have questions regarding the attached, please contact me at 268-5112 or Jennifer Rodenbeck at 268-5108.

Attachment



City of Cedar Falls

2018 Renewal Summary

Policy 151806

Thank you for choosing Standard Insurance Company (The Standard) as your employee benefits partner since July 1, 2010. We appreciate your business and the opportunity to renew our commitment. We strive to provide City of Cedar Falls and your employees outstanding value, expertise and personal service.

As always, our goal is to help you take care of your business and your employees. Our team remains committed to helping you achieve strategic goals for your benefits program, streamline administration and increase employee satisfaction. In short — better results with less noise. Thank you again for your continued business.

Our Approach to Renewals — Continued Partnership

The renewal rates for your Group Life insurance will be effective July 1, 2018.

For your renewal, we utilized manual rates to determine the appropriate rate for renewal. Our manual rates use the demographics of your employees to determine the appropriate rates. Factors such as gender, age, salary, occupation and plan design contribute to determining the manual rate.

Please consider this renewal package the next step in our ongoing conversation about how we can best meet your needs. We may be able to work together to help you get more value out of your benefits program or reduce overall costs. We'd be happy to re-evaluate your plan design and benefits usage and discuss your options.

Your Basic Life Renewal

We understand that handling a Life insurance claim takes a special touch. Our Life benefits analysts complete annual grief training. This program helps them empathize with beneficiaries and recognize when they need special attention. We strive to help you make a tough time easier. Our goal is to provide support with easy claim filing, timely decisions, and prompt payment of approved claims.

Census Demographics for Basic Life

Categories	Prior Calculation	Current Calculation	Change
Female Lives	45	47	2
Male Lives	165	160	-5
Benefit Volume	\$10,542,500	\$11,217,000	\$674,500
% Benefit Volume Age 50 +	48%	49%	1%

Item G.2.c.

Based on our thorough analysis, we're offering the renewal rate[s] listed below.

Renewal Date	Current Rate *	Renewal Rate *	Monthly Premium Change **
July 1, 2018	\$0.245	\$0.245	\$0

* Rate mode is Per \$1000 of Benefit

** Final premium change will be determined based on your group's composition at billing time

Rate will be guaranteed for 2 years until July 1, 2020.

The Standard is committed to helping you provide employees and their beneficiaries with the support they need. Below is a reminder of the additional services and tools offered with your Life plan.

The Life Services Toolkit

For employees, online services include estate planning and state-specific will preparation, identity theft prevention, financial calculators, wellness resources and more. For beneficiaries, the Life Services Toolkit offers grief and loss support by phone, online and face-to-face. They can also take advantage of access to financial counselors, legal consultation and other support services. This service is offered through a vendor that is not affiliated with The Standard.

Travel Assistance

Travel Assistance can provide a sense of security for your employees and their eligible family members anytime they travel from home or internationally for business or pleasure with minimal restrictions. Available 24 hours a day — with access online or through a single phone call — Travel Assistance offers a full range of trip planning and travel support, including emergency evacuation services, 24-hour nurse hotline and referrals to medical, legal and translation services. This service is offered through a vendor that is not affiliated with The Standard.

Thank You and Next Steps

We appreciate the opportunity to continue our partnership with City of Cedar Falls.

A summary of our Renewal Offer is in the chart below. Thank you for allowing Standard Insurance Company the opportunity to support your insurance needs.

Product & Services *	Through 06/30/18	Effective 07/01/18
Basic Life	\$0.245 Per \$1000 of Benefit	\$0.245 Per \$1000 of Benefit
Basic AD&D	\$0.035 Per \$1000 of Benefit	\$0.035 Per \$1000 of Benefit

* The above shown rates are monthly

You can count on us to help you retain and attract employees by providing the benefits and services they value – now and for years to come. We're always available to address any questions you have about this renewal or for any service needs. Please reach out to the Denver group office at (303) 759-8702 and we'll be happy to help.



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

TO: Mayor Brown and City Council Members

FROM: Brenda Balvanz, Personnel Specialist

DATE: June 14, 2018

SUBJECT: **FY19 Wellmark Blue Cross and Blue Shield Health Plan
Administrative Services Agreement**

Attached for your approval is the health plan Administrative Services Agreement for FY19 from Wellmark Blue Cross and Blue Shield. If you have questions regarding the attached, please contact Jennifer Rodenbeck at 268-5108.

Attachment



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

ADMINISTRATIVE SERVICES AGREEMENT

WELLMARK BLUE CROSS AND BLUE SHIELD

and

City of Cedar Falls

Agreement Effective Date: July 1, 2018

Form Number: IA WCBSSD LG SF – Custom 6/14/2018

Version: 10/17

Item G.2.d.

ADMINISTRATIVE SERVICES AGREEMENT

THIS ADMINISTRATIVE SERVICES AGREEMENT (“**Agreement**”) is made and entered into effective as of the first day of July 2018, (“**Effective Date**”) by and between Wellmark of South Dakota, Inc., doing business as Wellmark Blue Cross and Blue Shield of South Dakota, an insurance company authorized to administer self-funded group health plans in Iowa, (herein “**Wellmark**”), and City of Cedar Falls (herein “**Account**”).

RECITALS

1. Account is the plan sponsor of a self-funded group health plan within the meaning of and in accordance with applicable federal or state law for its common law employees and other eligible individuals and this Agreement is issued to Account as the "group policyholder".
2. The group health plan is sponsored and funded by Account. Account wishes to enter into a financial arrangement with Wellmark under which Account is solely responsible for the Claims Paid for Covered Services provided to its Members. Wellmark does not assume any financial risk or obligation with respect to the Claims Paid for Covered Services provided to Members of the Plan.
3. Account desires that Wellmark provide administrative services for its self-funded group health plan and Wellmark agrees to provide such services subject to the terms and conditions set forth herein.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1 AGREEMENT DEFINITIONS

- 1.1 “**Accountable Care Organization**” or “**ACO**” means a group of health care providers who agree to deliver coordinated care and meet performance benchmarks for quality and affordability to manage the total cost of care for their member populations.
- 1.2 “**Administrative Fee**” means an amount or amounts per Plan Member that Wellmark charges the Account for Administrative Services and which includes allocations for Wellmark’s cost of administering the Plan, general operating costs, and profit margin. The monthly Administrative Fee is shown on **Exhibit “A”**, Administrative Fees, Network Access Fees, Other Fees, attached to this Agreement and incorporated by this reference.
- 1.3 “**Administrative Services**” means those services to be performed by Wellmark for Account or the Plan under this Agreement, as described in Article 3 of this Agreement. Administrative Services expressly exclude any services for the administration of continued health coverage pursuant to COBRA or any state or federal law relating to continuation coverage of the Plan, except as may be specified in a COBRA Administrative Services Agreement or Addendum.
- 1.4 “**Affordable Care Act**” or “**ACA**” means the Patient Protection and Affordable Care Act, enacted March 23, 2010, and the Health Care and Education Reconciliation Act, as amended, (collectively, “**ACA**”), including implementing regulations.

- 1.5 **“Agreement”** means this Administrative Services Agreement, including all Exhibits, Benefits Document(s), amendments, Plan Member enrollment form(s), Medical Management and Well-being Consulting Services Exhibit, and any COBRA Administrative Services Agreement or Addendum. This Agreement also incorporates by this reference the terms of the HIPAA Business Associate Agreement entered into between Wellmark and the Plan.
- 1.6 **“Amounts Not Covered”** means the amounts that are the liability of the Member under the Plan. These include charges for services that are not covered by the Plan, charges for services that are determined to be not medically necessary, reductions in benefits for failure to follow notification requirements, and charges for services that have reached a Plan maximum. Amounts Not Covered does not include amounts that are the responsibility of a health care provider under a provider’s contract with Wellmark.
- 1.7 **“Benefits Document”** means the written document(s) made available to Members that describe and define the terms, benefits, and limitations of the Plan and may be titled Benefits Certificate, Coverage Manual, or something similar. Account may at its option incorporate the Benefits Document into its ERISA Summary Plan Description (SPD).
- 1.8 **“Care Coordinator Fee”** means a fixed amount paid by a Host Blue to providers periodically for Care Coordination under a Value-Based Program. **“Care Coordination”** is organized, information-driven patient care activities intended to facilitate the appropriate responses to a Member’s health care needs across the continuum of care.
- 1.9 **“Claims Paid”** means the dollar amount of Wellmark’s payment on behalf of the Account for Incurred Claims.
- 1.10 **“COBRA”** means the group health coverage continuation provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, including implementing regulations and similar state or federal laws.
- 1.11 **“Confidential Information”** means all non-public confidential or proprietary information, in any form, delivered or made available (whether pursuant to this Agreement or otherwise) by one party or its affiliates, directors, officers, employees and agents (the **“Disclosing Party”**) to the other party, its affiliates, directors, officers, employees and agents (the **“Receiving Party”**). Confidential Information shall include, but not be limited to, employee, Plan Member, and Member information (including names, addresses and Social Security numbers), Protected Health Information, personally identifiable information, medical records, Plan claims data, and payment data. Any information with respect to Wellmark’s systems, procedures, methodologies and practices used by it in connection with claims processing, claims payment or utilization management, together with the fees, terms, payment arrangements, discounts with providers, and related information shall be deemed to be Wellmark Confidential Information. Confidential Information shall not include information which (a), at the time of disclosure, is available to the general public; (b) becomes at a later date available to the general public through no fault of Receiving Party and then only after such later date; (c) Receiving Party can demonstrate was in its possession before receipt from Disclosing Party; (d) Receiving Party can demonstrate was independently developed; or (e) is disclosed to Receiving Party without restriction on disclosure by a third party who has the lawful right to disclose such information.

Item G.2.d.

- 1.12 **“Covered Charges”** means the dollar amount a health care provider bills a Member or Wellmark for Covered Services in accordance with the terms of the Benefits Document.
- 1.13 **“Covered Services”** means the medically necessary health care services provided to a Member as described in and covered by the applicable Benefits Document.
- 1.14 **“ERISA”** means the Employee Retirement Income Security Act of 1974, as amended, including implementing regulations.
- 1.15 **“Global Payment/Total Cost of Care”** means a payment methodology that is defined at the patient level and accounts for either all patient care or for a specific group of services delivered to the patient such as outpatient, physician, ancillary, hospital services, and prescription drugs.
- 1.16 **“Grandfathered Health Plan or Non-Grandfathered Health Plan”** mean the same as such terms are used in ACA.
- 1.17 **“HIPAA”** means the Health Insurance Portability and Accountability Act of 1996, as amended, including implementing regulations.
- 1.18 **“Host Blue”** means the local Blue Cross and/or Blue Shield plan or licensee in a geographic area outside of the Wellmark service area.
- 1.19 **“Incurred Claims”** means claims for payment of health care services that are provided to Members pursuant to the Plan with a date of service during the Rating Period.
- 1.20 **“Incurred Date”** means the date health care services are provided to Members. With regard to inpatient hospital or facility services, the date of the Member's admission to the facility is considered as the Incurred Date.
- 1.21 **“Maximum Allowable Fee”** means a dollar amount Wellmark establishes using various methodologies for Covered Services and supplies. For medical services, this amount is developed from various sources, such as charges billed for the same service or supply by most health care providers within Iowa, economic indicators, or relative value indices developed or approved by Wellmark, and is based on the simplicity or complexity of the service provided. For medical services received outside of Iowa or South Dakota, the Maximum Allowable Fee is either determined in accordance with the section of this Agreement entitled Out-of-Area Services or is the amount as described in the preceding sentence.

For all dental procedures covered under this Agreement, the fee schedule is developed based on Wellmark's contracts with dentists, input from its dental consultants, and the charges billed for the same procedure by dentists in Iowa.

- 1.22 **“Medical Management and Well-being Consulting Services Enrollee”** means a person, including a Plan Member's spouse or eligible dependent children, eligible and enrolled to receive Medical Management and Well-being Consulting Services under the Plan as determined by Account, but who is not otherwise enrolled in the Plan.
- 1.23 **“Medical Management and Well-being Consulting Services”** means health management and wellness services Wellmark may provide to Members designed to

encourage good health and help them make decisions about health care. These services may include, but are not limited to, BeWell 24/7, condition support, pregnancy support, advanced care management, or other programs.

- 1.24 **“Member”** means a person, including a Plan Member’s spouse or eligible dependent children, who is eligible and enrolled to receive health benefits under the terms of the Plan as determined and identified by Account.
- 1.25 **“Network Access Fee”** means the amount charged to Account to gain the collective advantages of the network of providers with which Wellmark, a Host Blue, or any subcontractor of either, has contracted for the provision of Covered Services. The fee is a monthly amount as shown on Exhibit “A”, and may include funding for provider incentives. If the Network Access Fee is expressed as a percentage of Network Savings as shown on Exhibit “A”, the fee applies to Incurred Claims regardless of the date the claim is paid. A portion of the Network Access Fee may include an allocation for administrative expenses above the Administrative Fee.
- 1.26 **“Network Savings”** means the amount saved due to payment arrangements between Wellmark or a Host Blue and health care providers. It is generally calculated as the difference between the Covered Charge and the Maximum Allowable Fee. This result is then added to any other reductions in the liability to a provider pursuant to a contract between Wellmark and the provider, including, but not limited to, reductions for failure to satisfy any notification requirements and medical necessity determinations. If the amount paid to a provider on any claim exceeds the Covered Charges, the Network Savings may be reflected as a negative dollar amount on Account’s bill.
- 1.27 **“Patient-Centered Medical Home”** or **“PCMH”** means a model of care in which each patient has an ongoing relationship with a primary care physician who coordinates a team to take collective responsibility for patient care and, when appropriate, arranges for care with other qualified physicians.
- 1.28 **“Plan”** means the group health plan or plans established, sponsored and maintained by Account, the terms of which are described in the applicable Benefits Document.
- 1.29 **“Plan Member”** means a common law employee or other individual identified by Account as a person eligible and enrolled to receive health benefits under the Plan subject to the terms, conditions, and limitations described in the Plan documents and who is the applicant on a completed enrollment form that has been provided to and accepted by Wellmark.
- 1.30 **“Plan Year”** means the year designated by the plan sponsor as the plan year in the plan document or as set forth on Exhibit “A”.
- 1.31 **“Protected Health Information”** or **“PHI”** means the same as the term “protected health information” in 45 CFR §160.103.
- 1.32 **“Provider Incentive”** means an additional amount of compensation paid to a health care provider, based on the provider’s compliance with agreed-upon procedural and/or outcome measures for a particular population of covered persons.

Item G.2.d.

- 1.33 **“Rating Period”** means the period of time set forth on Exhibit “A” or the most recent revision to Exhibit “A”.
- 1.34 **“Shared Savings”** means a payment mechanism in which the provider and payer share cost savings achieved against a target cost budget based upon agreed upon terms and may include downside risk.
- 1.35 **“Telehealth Services”** means the Covered Services provided to a Member during a telehealth visit, or virtual visit. A “telehealth visit” is an actual real time video interaction between a health care provider and a Member in the geographic area served by Wellmark when an evaluation and management like service is provided.
- 1.36 **“Value-Based Program”** means an outcomes-based payment arrangement and/or a coordinated care model facilitated with one or more local providers that is evaluated against cost and quality metrics/factors and is reflected in provider payment.

ARTICLE 2 RESPONSIBILITIES OF ACCOUNT

- 2.1 **Group Health Plan Compliance.** Account is the plan administrator and plan sponsor of the Plan for purposes of this Agreement and applicable law, and is responsible for group health plan design and compliance. Account will exercise its responsibilities in the time required by law and has full responsibility for all of the following:
- a. Maintaining the Plan, determining Plan design, and funding payment of Incurred Claims;
 - b. Determining eligibility criteria for Members subject to certain Wellmark enrollment and underwriting guidelines, including the requirements for locations or Members located outside of Iowa; Account is responsible for enrolling and canceling individuals in the Plan in accordance with such criteria and agrees to terminate coverage for ineligible individuals;
 - c. Designating the Plan Year for the Plan;
 - d. Complying with all applicable laws, reporting and disclosure requirements, including specifically, (i) preparing and furnishing Members with Plan documents or notices as may be required by law, including the summary of benefits and coverage (“**SBC**”), any notice of material modification, employer notice of the availability of coverage options under the health insurance marketplace, and applicable HIPAA notices relating to health coverage portability such as the Special Enrollment Notice. Account will also make available to Members on request the uniform glossary of insurance-related terms; (ii) complying with any applicable non-discrimination laws; and (iii) furnishing any notices and requirements with regard to COBRA continuation coverage. Account’s responsibilities for COBRA administration requirements may be delegated to Wellmark, but only to the extent expressly specified and agreed upon with Wellmark in a COBRA Administrative Services Agreement or Addendum;
 - e. Reviewing and approving promptly templates or drafts of Benefits Document(s) provided by Wellmark, and delivering or making available Benefits Document(s),

and Provider directories if applicable, to Plan Members. Based on the eligibility and benefit information Account provides, Wellmark will draft written Benefits Document(s) stating the benefits, terms and conditions of the Plan. Account is responsible for reviewing the draft Benefits Document(s) promptly, typically within thirty (30) days of receiving the draft document(s), and determining to Account's satisfaction that the document(s) meet all of Account's legal and business obligations and advising Wellmark of any necessary revisions or approval. The absence of Account's express timely approval of any Benefits Documents provided by Wellmark will be considered Account's approval that the draft documents are consistent with benefit information provided by Account, and Wellmark will administer the benefits in accordance with the proposed documents;

- f. Making final determinations regarding claims, claims internal appeals, or claims exceptions, except to the extent expressly delegated to, and accepted by, Wellmark in Sections 3.1 and 3.7 of this Agreement;
- g. Providing to Wellmark written notice of benefit selections, limitations, and exclusions, changes in the benefits at renewal, or material modifications at any time during the Rating Period. Account shall provide such notice(s) in the time and manner required by Wellmark to fulfill the issuance of SBCs, preparation of Benefits Document templates, or the issuance of other required notices within the time required by law;
- h. If the coverage of any Plan Member or Member is terminated retroactively, Account represents that it either has not collected any premium contribution from the retroactively terminated Member, or has refunded any premium contribution to the retroactively terminated Member, for the period following the effective date of the termination;
- i. Payment of any state premium tax, use tax, or similar tax, or any similar benefit or Plan-related charge, tax, surcharge or assessment, however denominated, that may be assessed on the Plan or related to the administration of the Plan, including any penalties and interest payable with respect thereto;
- j. Compliance with any income and employment tax withholding, depositing, and reporting obligations (including state or federal income tax withholding, FICA tax withholding, employer, FUTA taxes, and Form W-2 wage reporting) applicable to rewards incentives or value-added benefits that may be provided under this employer-sponsored group health plan to Members covered under the Plan. Account is responsible for including the value of any such incentives or value-added benefits as reported by Wellmark to Account in the applicable employees' wages for federal or state income tax, employment tax, and Form W-2 reporting purposes;
- k. Account shall maintain a process for external review of final internal adverse benefit determinations as required by ACA, except to the extent expressly delegated to, and accepted by, Wellmark in this Agreement; and
- l. Calculating, reporting, and payment of any fees and assessments, however denominated, required for all group health plans under ACA, including specifically, the per Member Patient-Centered Outcomes Research fees.

Item G.2.d.

2.2 **Enrollment Information; Social Security Number Reporting; Information Requirements.** Account agrees to furnish Wellmark with reports, data, and information, including but not limited to, eligibility, enrollment information, physical home address, and Social Security number for each Member or Medical Management and Well-being Consulting Services Enrollee, benefit selection or benefit changes for the Plan, claims history, and information necessary for the administration of the Plan. Account shall provide all such information in a time, form, format, and manner required by Wellmark and is responsible for the timeliness, integrity, retention, and accuracy of information and records provided to Wellmark. Wellmark shall be entitled to rely upon such information in determining any person's rights to benefits under the Plan, in making required filings with state or federal government agencies, and in discharging its responsibilities under this Agreement. Account recognizes the importance to the successful provision of the Administrative Services the timely, accurate, and complete reporting of the information set forth in this section and that should reporting be inaccurate, untimely, or incomplete, Wellmark shall not be responsible for the provision of the Administrative Services affected by such inaccuracy or delay.

Eligibility or enrollment information shall be provided to Wellmark in a standard medium and layout using Wellmark's proprietary format, the HIPAA ANSI 834 standard format, or an application such as BluesEnroll, unless the parties agree in writing to a non-standard format or application. Account acknowledges that it may be responsible for additional fees if it uses a non-standard format or if Wellmark is required to perform a comparison study of the full eligibility file.

2.3 **Account Representation regarding Eligibility; Notice of Persons Eligible for Coverage; Changes in Eligibility.** Account represents to Wellmark that the terms of any eligibility criteria, conditions, and/or waiting period imposed under the Plan are, and shall be for so long as this Agreement is in effect, in compliance with all applicable laws and regulations, including specifically, the prohibition on excessive waiting periods and applicable provisions on non-discrimination. Account shall enroll persons eligible for coverage in the Plan in advance of each person's effective date of coverage and shall provide Wellmark with each person's name, Plan selection, Social Security number, and other required identifying information. Account shall provide all initial enrollment information in advance of the Effective Date of this Agreement. As new persons become eligible, or as eligibility changes occur, including any special enrollment events that require a person to be offered coverage or changed to a different enrollment status such as COBRA, Account shall provide Wellmark with updated required information as such changes occur. Account shall provide Wellmark with enrollment updates no less often than weekly and in advance of the effective date of the change if possible. Account's delay in providing eligibility changes more than three (3) months following the effective date of the change shall delay the requested effective date of coverage for the person and may cause Incurred Claims not to be paid.

2.4 **Notice of Persons Terminated or No Longer Eligible for Coverage; Account's Liability for Claims Paid for Ineligible Individuals.** Account shall notify Wellmark of each person's termination or ineligibility for coverage under the Plan in advance, but in no event no later than three (3) months following the requested date of coverage termination. No requested coverage termination shall be effective any earlier than three (3) months prior to the date Wellmark receives the required notice from Account. If Incurred Claims prior to the date Wellmark is notified of the coverage termination have been paid and are

not recouped, Account shall be responsible for the Claims Paid. For Claims Paid prior to the date Wellmark is notified of the coverage termination, Wellmark shall, at its election, (a) attempt to recoup such payments from the individual or the involved provider, unless Wellmark determines recoupment is not feasible under the circumstances, or extends beyond an eighteen (18) month recoupment period; or (b) bill Account for such Claims Paid and associated Administrative Fee and Account shall pay the amount due to Wellmark.

- 2.5 **Medicare Secondary Payer (“MSP”).** Federal law mandates coordination of health care benefits in certain instances where a Member is covered under both a group health plan and Medicare. Proper coordination of benefits in this context depends on obtaining and maintaining accurate and timely information regarding such dual health coverage. Pursuant to contract and applicable law, Wellmark provides information to Centers for Medicare and Medicaid Services (“CMS”) regarding such dual health coverage for Members and Account enrollment on a quarterly or more frequent basis.

Account is solely responsible for compliance with MSP laws and other requirements. Wellmark shall use all information provided by Account to properly coordinate benefits. In the event Account does not timely provide to Wellmark information requested by Wellmark regarding Account’s size and status and Employer Identification Number (“EIN”)(s), or does not gather and timely provide information to Wellmark concerning the Medicare enrollment of Members, Account enrollment, and related information (including, without limitation, Member Social Security numbers), or such other information as requested by Wellmark for inclusion on the Confirmation of MSP form submissions and other disclosures, Account shall be solely responsible for non-compliance with MSP laws and other requirements, including, without limitation, any damages, losses, taxes, interest charges, and administrative penalties (including, without limitation, any civil money penalties) that may be assessed or otherwise result in connection therewith (including, without limitation, any claims by Members, providers or other claimants), and mistaken payments to CMS on behalf of Medicare enrolled Members.

- 2.6 **Stop Loss Insurance Coverage.** Account is solely responsible for the Claims Paid for Members of the Plan. Account may at its option separately purchase stop loss insurance coverage from Wellmark, Inc., which shall be reflected in a separate policy issued by Wellmark. If Account purchases stop loss insurance coverage from a carrier other than Wellmark, Account shall advise Wellmark of the terms of such coverage. Account shall be solely responsible for all reporting, submission of claims, payment of premiums, and any other obligation required by its stop loss policy with the other carrier, however, upon request Wellmark will provide Account with standard stop loss reports necessary for Account to file stop loss insurance claims with its stop loss carrier.

- 2.7 **Outside Services Vendor(s) to the Plan.** If Account arranges for health plan administration services for the Plan from vendor(s) other than Wellmark or a Wellmark-contracted vendor, such as, for example, pharmacy benefits management services or telehealth management services, Account shall be responsible for compliance with laws, the accuracy and submission of reports, claims data reporting, payments, and for any other obligation required by its vendor agreements. If Account requires its vendor to submit claims for Covered Services to Wellmark, such vendor shall also enter into an agreement with Wellmark that requires vendor to comply with Wellmark’s claims procedures. If Account or the Plan requires coordination or health plan accumulations between its third party vendor's administration and the health plan administration provided by Wellmark,

Item G.2.d.

Account shall be responsible for providing Wellmark with all enrollment information and claims or payment data reasonably necessary for Wellmark to provide Administrative Services under this Agreement.

ARTICLE 3 WELLMARK'S RESPONSIBILITIES

3.1 **Determination of Claims; Administrative Services.** During the Term of this Agreement and subject to Account's payment to Wellmark, when due, of the charges for Claims Paid and other fees specified in this Agreement, Wellmark shall provide Administrative Services as specified in this section as follows:

- a. Wellmark shall provide Account with a written draft of Benefits Document(s) based on the plan design and Member eligibility criteria information provided by Account, for Account's review and approval as required by Section 2.1(e), setting forth the benefits, terms and conditions of the Plan for delivery to Plan Members;
- b. Wellmark shall provide access to a network(s) of health care providers and shall make information about the network and network providers available to Members;
- c. Wellmark shall prepare, print, and deliver identification cards to Plan Members and to Medical Management and Well-being Consulting Services Enrollees, as deemed appropriate by Wellmark;
- d. Wellmark will perform its Administrative Services and maintain all records regarding such Administrative Services in compliance with applicable laws, including, but not limited to, applicable provisions on non-discrimination;
- e. Wellmark shall provide or make available to Account forms of ACA or HIPAA required notices, including the summary of benefits and coverage ("**SBC**") and applicable HIPAA notices relating to health coverage portability such as the Special Enrollment Notice. Wellmark shall make available the uniform glossary of insurance-related terms;
- f. Subject to Section 6.1(c), Wellmark shall administer benefits and process Incurred Claims for health care services furnished Members in accordance with the terms, limitations and conditions set forth in the Plan, the Benefits Document(s), this Agreement, applicable laws and regulations, the terms of the applicable provider agreements, and the claims administration and medical policies of Wellmark, all of which may be revised from time to time. Processing of claims may include payment by Wellmark on behalf of Account and reporting of benefits to providers or Members, coordination of benefits, and the monitoring, detection, and investigation of potentially abusive or fraudulent claims submitted by providers or Members. Wellmark may initiate adjustments to processed claims, generally for a period of up to eighteen (18) months after the Incurred Claim was first processed, if Wellmark determines in its sole discretion that such adjustments are necessary and appropriate. If a Paid Claim adjustment results in a recovery of a prior payment, Wellmark shall credit Account for such adjustments to the extent of the amount recovered. Notwithstanding the preceding two sentences and except as provided in Sections 2.3 and 2.4 of this Agreement, Wellmark shall not be required to reprocess claims as a result of any changes made to information relating to a

Member or the Member's benefits unless (i) in addition to submitting changes to Wellmark, Account expressly requests in writing that Wellmark reprocess specific Member claims; and (ii) such reprocessing does not extend beyond eighteen (18) months prior to the date Wellmark receives Account's request;

- g. Wellmark shall process claims for benefits and shall maintain a single-level internal appeal procedure for Members to appeal adverse benefit determinations each in accordance with the requirements of the Plan and applicable law. Wellmark shall also maintain a procedure for processing external review requests of final internal adverse benefit determinations with appropriate independent review organizations, pursuant to the requirements of the Plan and applicable law. Fees and costs for external review billed by independent review organizations ("IROs") will be billed to Account; and
- h. To the extent that Account has delegated discretionary authority to Wellmark, Wellmark shall exercise its discretion to make determinations in connection with the administration of this Agreement and the Plan including, without limitation, determinations regarding whether health care services are medically necessary in accordance with Plan terms or whether charges for health care services are reasonable. Wellmark shall make determinations that are not arbitrary or capricious and such determinations shall be final and conclusive to the extent permitted by this Agreement, the terms of the Benefits Document, and by law.

3.2 **Medical Management and Well-being Consulting Services.** Wellmark may, at its sole discretion, offer or arrange for various Medical Management and Well-being Consulting Services to be available to Members or purchased by Account for its Members. Such services that may be offered are further described in the **Medical Management and Well-being Consulting Services Exhibit**, attached to this Agreement and incorporated by this reference, and including those services, if any, specifically selected or purchased by Account as shown on Exhibit "A" attached to this Agreement. Medical Management and Well-being Consulting Services may be changed, replaced, or discontinued from time to time and may be modified or removed in accordance with the Medical Management and Well-being Consulting Services Exhibit.

3.3 **Telehealth Services.** Wellmark has offered to arrange for Telehealth Services for Members and Account has elected to accept the Telehealth Services as offered by Wellmark and as described in the Benefits Document. The Telehealth Services will be provided for no additional administrative fee, although Account shall be responsible for any and all Claims Paid for Telehealth Services.

3.4 **Value-Added Services; Identity Protection.** Wellmark, at its sole discretion, may offer or arrange for value-added services or benefits for Account and its Members, including, for example, Member Identity Protection services from a third-party vendor. Identity Protection services are offered at no additional charge to Account or Members. Account may at its option accept or reject Identity Protection services for its Members.

3.5 **IRS Form 1095-C Reporting.** At the written request of Account, Wellmark will provide certain coverage information for purposes of Account's Form 1095-C reporting to the Internal Revenue Service. Wellmark does not guarantee the accuracy or completeness of the information provided, and expressly disclaims any liability for any penalties or costs that may be incurred due to alleged or actual inaccuracy or incompleteness, including but

Item G.2.d.

not limited to information reporting or other penalties that may be imposed if such information is relied upon or used in conjunction with any tax or other regulatory filing. Wellmark does not provide federal or state legal or tax advice, and does not prepare or otherwise assist in preparing, in any way, any federal or state tax returns or reports on behalf of its customers, including but not limited to IRS Form 1095-C. Account assumes all liability in connection with the preparation of such documents and has the responsibility to consult with its own legal or tax advisors for information or assistance.

- 3.6 **Subrogation.** Wellmark shall provide subrogation recovery service for Claims Paid while this Agreement is in force, but shall have no obligation to initiate subrogation recovery services after this Agreement is terminated and shall have no obligation to continue subrogation recovery services initiated prior to termination more than twelve (12) months following termination of the Agreement. Following the twelve (12) month run-out period, Wellmark will forward any open subrogation files information to Account. The nature and extent of efforts to pursue subrogation recovery are within the sole discretion of Wellmark. Such subrogation recovery service may include all steps necessary to recover Claims Paid that may be found to be the liability of a third party or other insurance carrier. The Account shall be responsible for all fees or costs, including attorney's fees and the fees and costs of any third party utilized by Wellmark to perform subrogation recovery services, incurred in the recovery process, with those costs and fees first paid from any funds recovered and the net amount only credited to Account's Claims Paid amounts. Account acknowledges that its stop loss carrier has priority of any recovery in the event the Claims Paid exceed the stop loss attachment level and there is insufficient recovery to reimburse stop loss carrier and Account in full. The Account shall accept any such recoveries as negotiated by Wellmark as payment in full and the determination of the recovery amount is within the sole discretion of Wellmark.

Wellmark has sole discretion with regard to the choice of counsel to pursue subrogation recovery. Wellmark may choose to allow a Member's counsel to represent the Account's subrogation interest. However, if the fee charged for collection of the subrogation interest by legal counsel retained by the Member exceeds the prevalent fees for such services, Wellmark shall not authorize pursuit or settlement of the subrogation claim by said Member's attorney or payment of that attorney's fee without Account's written authorization. Further, if in the opinion of Wellmark, recovery of funds shall not offset the costs associated with such recovery, or recovery of the funds is not otherwise practicable, Wellmark shall inform the Account in writing of its opinion. Thereafter, unless the Account directs otherwise, Wellmark shall not further pursue the claim. In the event Account directs Wellmark to pursue Account's subrogation interest notwithstanding Wellmark's notice to Account of its opinion that the recovery shall not offset the involved costs, Account shall be responsible for all attorney's fees and costs incurred by Wellmark to pursue recovery, including the reasonable cost of Wellmark's staff time as determined by Wellmark.

Wellmark does not guarantee the recovery of funds and nothing in this section or Agreement obligates Wellmark to participate in or initiate any subrogation efforts or litigation to recover Claims Paid.

- 3.7 **Discretionary Authority.** Wellmark is delegated the authority to determine claims for benefits and to determine internal appeals of adverse benefit determinations of Members, provided such determinations are consistent with the terms of the Plan as provided by Account, this Agreement, the applicable Benefits Document, and applicable law, unless otherwise directed in writing by the Account. In making decisions regarding claims for

benefits and appeals of denied claims, Wellmark shall have discretionary authority only to the limited extent necessary to construe and interpret the terms of the Plan and to determine whether a claim is properly payable under the Plan. Notwithstanding anything in this Agreement to the contrary, Account shall have full responsibility for Plan design, for making any and all determinations whether an individual has satisfied the Account's requirements to be an eligible Member, and for making any determination regarding an individual's eligibility for continued coverage pursuant to COBRA.

ARTICLE 4 BILLING AND PAYMENT

- 4.1 **Billing; Account's Payment to Wellmark.** Account authorizes Wellmark and Wellmark agrees to process Incurred Claims as received, subject to the limitations, conditions, and exclusions stated in the Benefits Document.

Wellmark shall bill Account for Claims Paid, Network Access Fee, Administrative Fee, Medical Management and Well-being Consulting Services Fees, and other fees, based on the billing and payment method set forth on Exhibit "A", attached to this Agreement. Any adjustments due to membership or eligibility changes shall be reflected on the billing for the month in which the membership or eligibility change is made. Adjustments to Network Access Fee, Administrative Fee, and other fees, billed on a per Plan Member or per Member basis, shall be limited to a period of three (3) months prior to the date Wellmark processes the Member eligibility change. Wellmark shall provide a bill to Account that shows the amounts due and, if applicable, the amounts of any weekly payments received by Wellmark and other credits during the preceding month. Account shall promptly pay Wellmark at Wellmark's office, the total amount due, no later than the due date on the bill. Such payment may be made by wire transfer, electronic (ebilling) payment, or automatic funds withdrawal. If Account elects automatic funds withdrawal, it shall execute the necessary authorization.

If Account elects to authorize automatic funds withdrawal from a deposit account, the automatic withdrawal will change to correspond with the applicable billing, including applicable taxes or fees. Account's authorization for automatic funds withdrawal shall include authorization for automatic withdrawal of any changed amount unless Account calls or provides its bank with written notice not less than three (3) business days before a scheduled withdrawal to stop the payment. If Account calls its bank to stop payment, Account may be required to provide a written request within fourteen (14) days after the call. Account will be responsible for any fee assessed by its bank for stop-payment orders made by Account.

- 4.2 **Late Payments.** All payments from Account to Wellmark must be paid on time and when due in accordance with Section 4.1. If the Account fails to make payments in full when due, Wellmark may in its discretion do any or all of the following: impose interest or late fees; setoff late payments from other amounts that may be due to Account under the Agreement; stop the payment of all claims for Members, regardless of the Incurred Date; require an alternative billing and payment method; or require an alternative financial arrangement. Payments not made when due shall include an interest charge on the outstanding amount from the due date until payment is made in full at the then current prime rate as published in the Midwest edition of The Wall Street Journal plus two percent (2%). The acceptance by Wellmark of any late payments or partial payments shall not constitute a waiver of any rights under this Agreement. If Account fails to make payments

Item G.2.d.

when due for two or more consecutive months, Wellmark may impose additional late fees of up to eighteen percent (18%) per annum.

ARTICLE 5 CONFIDENTIAL INFORMATION; REPORTING; EXAMINATION OF RECORDS

- 5.1 **Protected Health Information.** The rights and responsibilities of the parties and permitted uses and disclosures with respect to Protected Health Information shall be set forth in the separately executed Business Associate Agreement. If Account utilizes third-party vendors to provide any administrative services to the Plan and directs Wellmark to provide or exchange any PHI with such vendors, Account represents it has the legally required business associate and data security agreements in place with such third-party vendors. If Account desires access to mental health information, Account shall file an applicable statement with the Iowa Insurance Division, as may be required pursuant to Iowa Code Section 228.7.
- 5.2 **Non-Disclosure of Confidential Information.**
- a. Subject to the terms of the Business Associate Agreement and as permitted by applicable law, the Receiving Party will: (i) not disclose Confidential Information to any third party that is not an agent, consultant or business associate to Wellmark without the written authorization of the Disclosing Party; (ii) restrict disclosure of Confidential Information only to those employees, agents or consultants who have a need to know the Confidential Information for purposes related to this Agreement or the administration of the Plan and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; and (iv) without unreasonable delay and in accordance with applicable law notify the Disclosing Party of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement.
 - b. If the Receiving Party is required to disclose Confidential Information pursuant to applicable law, statute, or regulation, or court order, for a purpose other than contemplated in this Agreement, the Receiving Party will give to the Disclosing Party prompt written notice of the request and a reasonable opportunity to object to such disclosure and seek a protective order or appropriate remedy. If, in the absence of a protective order, the Receiving Party determines, upon the advice of counsel, that it is required to disclose such information, it may disclose only Confidential Information specifically required and only to the extent compelled to do so.
 - c. All Confidential Information remains the property of the Disclosing Party and will not be copied or reproduced without the express written permission of the Disclosing Party, except for copies that are necessary to fulfill the confidentiality obligations contained in this Agreement, to render the services under this Agreement, or as otherwise allowed under the Business Associate Agreement or applicable law. A party may retain Confidential Information when obligated to do so as a matter of law, and may also retain any Protected Health Information as set forth in the Business Associate Agreement.

- 5.3 **Wellmark's Right to Use Confidential Information.** Wellmark shall have the right to de-identify or remove direct identifiers from the Confidential Information so that it no longer constitutes Protected Health Information, and so that such Confidential Information is no longer identifiable with respect to Account, and to aggregate such de-identified Confidential Information for any purpose whatsoever; provided that such use is in accordance with all applicable laws, including but not limited to HIPAA. Such Confidential Information, after it is de-identified or limited pursuant to HIPAA, shall no longer be subject to Section 5.2 and shall thereafter be Wellmark's property.
- 5.4 **Right to Examine Records; Audit.** Wellmark or its authorized representative may at its own expense examine the financial, enrollment, and claims records of Account reasonably related to the administration of this Agreement, as reasonably often as Wellmark deems appropriate, to reconcile enrollment information and records, to determine whether Account can make the payments required by this Agreement, or to determine payment of benefits under the Plan. Such examination shall be conducted during regular business hours, upon reasonable advance written notice. The examination period may cover the most recent twenty-four (24) months only, if applicable. Upon completion of the examination, Wellmark shall share its examination findings with Account and conduct an exit conference with Account. Any third party conducting such audit on Wellmark's behalf must agree in writing to be bound by the terms and conditions of the Business Associate Agreement between Account and Wellmark.

Account's third-party authorized representative or auditor may, at Account's own expense, examine Wellmark's records reasonably and necessarily related to Wellmark's discharge of its responsibilities under this Agreement no more frequently than annually. Account shall provide Wellmark with written authorization specifying the Account or Plan information that Wellmark may disclose to the auditor. The auditor must be acceptable to Wellmark, must not compete directly or indirectly with Wellmark, and must execute a non-disclosure agreement with Wellmark prior to receiving any Protected Health Information or Wellmark Confidential Information. Such examination shall be conducted during regular business hours, upon advance written notice reasonable under the circumstances and shall include the following Wellmark records: claims records (but not including individually identifiable sensitive diagnosis information unless Account specifically authorizes such disclosure), third-party explanations of health care benefits, enrollment records, and coordination of benefits procedures. Any other audit or examination request must be coordinated with Wellmark. The examination period may cover the most recent twenty-four (24) months only, notwithstanding the period for claim adjustments as may be specified in Section 3.1. Upon completion of the examination, Account shall share its examination findings with Wellmark and conduct an exit conference with Wellmark. Audits conducted by auditors compensated on a contingency fee basis are not permitted by Wellmark as such compensation arrangements are not consistent with professional auditing standards. Such standards consider these compensation arrangements to impair the auditor's or consultant's independence and objectivity. Audit practice and procedure under this Agreement will conform to generally accepted auditing and accounting principles.

- 5.5 **Website Access and Reporting.** Wellmark may provide Account while this Agreement is in force with secured access to Wellmark's website, web-based applications, or other electronic databases with respect to the Plan and Members for the purpose of Plan administration and health care operations, reporting, billing, or for self-service. Web-based

Item G.2.d.

applications or databases with Member and Plan specific Confidential Information may be hosted or supported by third parties on Wellmark's behalf. If Account or a third party acting on Account's behalf accesses such websites or information, Account is subject to and agrees to all of the terms and conditions, including the confidentiality requirements of this Agreement, and security restrictions and user requirements as established by Wellmark with respect to such access, as such terms are set forth in a data use agreement and in the applicable Terms and Conditions posted at Wellmark's website (Wellmark.com).

- 5.6 **Survival.** Any obligations of either party to the other under this Article of the Agreement survive any termination of this Agreement.

ARTICLE 6

PROVIDER PAYMENT ARRANGEMENTS; CLAIMS RECOVERIES; REBATES; VALUE-BASED PROGRAMS; DISCLOSURE OF COMPENSATION

- 6.1 **Provider Payment Arrangements.** Wellmark will be responsible for negotiating and entering into separate payment arrangements with health care providers. Such provider payment arrangements and agreements shall apply to services by such providers for all Members entitled to benefits under plans insured or administered by Wellmark, including Members under this Plan.

Wellmark shall determine, in its sole discretion, the payment arrangements with health care providers including, without limitation, the Maximum Allowable Fees for Incurred Claims. Without limiting the foregoing, Wellmark may compensate providers pursuant to a variety of payment arrangements, including the following:

- a. Fee for service arrangements, including, without limitation, per diem and percent of charge arrangements;
 - b. Fixed fee or other payment methodology that is based on pre-determined criteria; or
 - c. Episode of care arrangements under which payment is based on a pre-established rate for a health care encounter, including, without limitation, a hospital stay or outpatient visit. In the event such an arrangement is utilized, consistent with the methodology established by Wellmark for such arrangement, Wellmark is not required to impose cost share responsibility on Members for each Covered Service Members receive. An episode of care arrangement payment may cover both Covered Services and non-Covered Services that are incidental to the Covered Services.
- 6.2 **Network Savings Allocations.** Any Network Savings amounts allocated to the Account shall be reflected in the amount of Claims Paid. Based on Wellmark's payment arrangements with health care providers, and in accordance with Section 6.1, the amount paid on an individual claim may be more or less than the Covered Charge minus any applicable Amounts Not Covered, deductible, copayment, and coinsurance amounts. If the amount paid to a provider on any claim exceeds the Covered Charge, the Network Savings is reflected as a negative dollar amount. Any Network Savings amounts allocated to Plan Members shall be reflected in the calculation of coinsurance, where applicable. The calculation of coinsurance depends on the type and location of the services provided

and the contracting status of the health care provider. The calculation of coinsurance is further described in the applicable Benefits Document.

- 6.3 **Non-Contracting or Non-Network Providers.** If the applicable Benefits Document provides benefits for Covered Services rendered by health care providers that have not contracted with Wellmark or another Blue Cross and Blue Shield Plan (“Non-Contracting Providers”), Members may be liable to Non-Contracting Providers for any difference between the Covered Charges and the Maximum Allowable Fee and Members are responsible for paying the provider in full.
- 6.4 **Claims Recoveries.** From time to time, Wellmark, Account, or Plan may receive notice of a pending or potential lawsuit (including, without limitation, a class action lawsuit) that seeks recovery of health care claims expenses on behalf of one or more group health plans or payors and that may include Wellmark, Account, or the Plan as a party or potential class member (a “Lawsuit”). Notwithstanding any language to the contrary in this Agreement, Wellmark shall not participate in a Lawsuit on behalf of Account or Plan or pursue recovery on behalf of Account or Plan unless Wellmark and Account enter into a separate written agreement relating to participation, recovery, and expenses in such Lawsuit. Wellmark has no duty to notify Account or Plan of Wellmark’s receipt of any notices in connection with any Lawsuit and each party is free to make its own determination whether to initiate or participate in any Lawsuit on its own behalf.
- 6.5 **Value-Based Programs.** Wellmark or Host Blues may enter into collaborative arrangements with Value-Based Programs (as described in Section 9.3 Out-of-Area Services) under which the health care organizations participating in such programs are eligible for financial incentives relating to quality and cost-effective care of Wellmark members. Identifiable Data regarding Account’s Members may be included in information Wellmark or Host Blues provide to Value-Based Programs and used by the Value-Based Program and its providers. Account has elected not to participate in Wellmark’s Value-Based Program, although Account’s Members may access Covered Services from providers that participate in a Host Blue’s Value-Based Program as described in Section 9.3.
- 6.6 **Disclosure of Compensation.** Wellmark shall comply with Department of Labor requirements regarding the disclosure of compensation received from all sources in connection with this Agreement.

ARTICLE 7 LIABILITY OF THE PARTIES

- 7.1 **Responsibility for Claims.** Account is solely responsible for all Claims Paid for its Members, including, without limitation, an individual added or deleted as a result of a retroactive eligibility change. Wellmark provides Administrative Services and network access only and does not assume any financial risk or obligation with respect to claims, including, without limitation, any Claims Paid. Wellmark has no obligation to pay Incurred Claims if Account fails to pay or reimburse Wellmark in accordance with this Agreement.
- 7.2 **No Duty to Defend.** Wellmark shall have no duty or obligation to defend against any action or proceeding brought against Account or Plan to recover a claim for benefits. Wellmark shall, however, make available to Account and its counsel, such evidence relevant to such

Item G.2.d.

action or proceeding as Wellmark may have as a result of its administration of the contested benefit determination.

7.3 **Account's Liability.** Except as otherwise explicitly provided in this Agreement, Account shall accept the tender of defense and have the liability for all Plan benefit claims and all expenses incident to the Plan, and agrees to release, hold harmless, and indemnify Wellmark and its employees, officers, and directors against any and all amounts, expenses, losses, liability, claims, lawsuits, injuries, damages, taxes, interest charges, administrative penalties, and other costs or obligations, including reasonable attorneys' fees and court costs, for which Wellmark may become liable:

- a. due to any state premium tax, use tax, or similar tax, or any similar benefit or plan-related charge, surcharge or assessment, federal tax, excise tax, or fee imposed on group health plans or plan sponsors under ACA, however denominated, including any penalties and interest payable with respect thereto, assessed against Wellmark on the basis of and/or measured by the amount of Plan benefits administered by Wellmark pursuant to this Agreement;
- b. due to any action or proceeding brought by a third party to recover benefits under the Plan;
- c. due to any action or proceeding brought by a third party alleging Wellmark provided significant assistance to Account to aid or perpetuate any discrimination activity;
- d. due to a release of Confidential Information to Account, the Plan, or a third party at Account's direction or arising out of any improper use of Confidential Information by Account or such third party;
- e. due to Account's failure to timely provide requested information to Wellmark for inclusion on the Confirmation of MSP form submissions and other disclosures that relate to Account's size and status, EIN(s), the Medicare enrollment of Members, Account enrollment, and related information (including, without limitation, Member Social Security numbers), or such other information requested by Wellmark resulting in processing of claims not in compliance with MSP laws and other requirements in accordance with Section 2.5;
- f. due to Account's failure to comply with applicable law relating to issuing or failing to issue the required notices in accordance with Section 2.1(d);
- g. due to Account's failure or delay in providing accurate reports, data, and information regarding eligibility, enrollment, and Social Security numbers for each Member, benefit selection, limitations, exclusions, or benefit changes for the Plan, claims history, and other information necessary for Wellmark to administer the terms, coordination of benefits, limitations, and exclusions contained in the Plan;
- h. due to the Account's or its employees' or agents' negligence or material breach of their obligations under this Agreement, except to the extent that any such losses are caused by the negligence or willful misconduct of Wellmark;
- i. arising from any other acts or omissions of Account that constitute a material breach of an obligation hereunder or which, in the aggregate, constitute a failure

on the part of Account to perform its obligations under this Agreement in accordance with the provisions of this Agreement; or

- j. due to or arising out of Wellmark's adherence with any direction from Account or decision made by Account with regard to the Plan design, benefits, or eligibility provisions in the Benefits Document, or the Administrative Services provided under this Agreement.

7.4 **Selection of Counsel.** In the event litigation is instituted by a third party against the Account and/or Wellmark concerning any matter under the Plan, including a suit for Plan benefits, each party to this Agreement shall, to the extent possible, advise the other of the legal action, and shall have sole authority to select legal counsel of its choice.

7.5 **Wellmark's Liability.** In performing its obligations under this Agreement, Wellmark shall use reasonable diligence and that degree of skill and judgment possessed by one experienced in furnishing claim administration services to group health plans of similar size and characteristics as the Plan. Wellmark agrees to release, hold harmless, and indemnify Account and its employees, officers, and directors against any and all amounts, expenses, losses, liability, claims, lawsuits, injuries, damages, taxes, interest charges, administrative penalties, and other costs or obligations, including reasonable attorneys' fees and court costs, for which Account may become liable:

- a. arising from any acts or omission of Wellmark which constitute a material breach of an obligation hereunder or which, in the aggregate, constitute a failure on the part of Wellmark to perform its obligations under this Agreement in accordance with the provisions of this Agreement; and
- b. arising from any allegation of a breach of confidentiality arising out of release of Confidential Information to Wellmark or a third party at Wellmark's direction or arising out of any improper use of Confidential Information by Wellmark or such third party.

7.6 **Disclaimer of Warranties; Limitation of Liability.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, WELLMARK DOES NOT MAKE AND HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, REGARDING ANY OF THE SERVICES WELLMARK PROVIDES OR ARRANGES TO PROVIDE UNDER THIS AGREEMENT. IN NO EVENT SHALL ANY PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES, LOSS OF DATA OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY REPRESENTS THE ALLOCATION OF RISK BETWEEN THE PARTIES AS REFLECTED IN THE PRICING HEREUNDER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. ADDITIONAL DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITIES REGARDING MEDICAL MANAGEMENT AND WELL-BEING CONSULTING SERVICES ARE SET FORTH IN THE MEDICAL MANAGEMENT AND WELL-BEING CONSULTING SERVICES EXHIBIT.

Item G.2.d.

- 7.7 **Grandfathered Health Plan Disclaimer.** Account has the sole obligation to determine the status of its Plan as either a Grandfathered Health Plan or a Non-Grandfathered Health Plan and has advised that its Plan is Non-Grandfathered.
- 7.8 **No Testing for Health Plans.** Wellmark will not determine whether coverage is discriminatory or otherwise in violation of Internal Revenue Code Section 105(h). Wellmark also will not provide any testing for compliance with Internal Revenue Code Section 105(h) and will not be held liable for any penalties or other losses resulting from Account offering coverage in violation of Section 105(h).
- 7.9 **Survival.** The indemnities set forth in this Article, including any liability of either party to the other for indemnification shall survive the termination of this Agreement.

ARTICLE 8 TERM AND TERMINATION

- 8.1 **Term of Agreement.** This Agreement shall become effective on the Effective Date and shall continue in force for the Rating Period (the “**Term**”).
- 8.2 **Renewal Terms.** Upon expiration of the Term, this Agreement shall continue in force from year to year until replaced by a subsequently executed Agreement, or as amended or terminated as provided in this Agreement. Wellmark shall have the right to change any of the Administrative Fees or other fees for any renewal term upon not less than thirty (30) days advance written notice. Any such changes shall be reflected on a revised or new Exhibit “A” issued by Wellmark, to be attached to this Agreement and incorporated by this reference.
- 8.3 **Termination Notice.** Either party may terminate this Agreement at any time by giving written notice of termination delivered to the other party at least thirty (30) days in advance of the effective date of termination.
- 8.4 **Termination for Nonpayment.** Wellmark may terminate this Agreement at any time, upon ten (10) days written notice to Account, if Account fails to make complete payments, including late fees, when due in accordance with this Agreement or Wellmark determines that Account has inadequate funds to make payments required by this Agreement and, in either case, Account fails to cure such non-payments or cure the inadequacy of funds within the ten (10) day notice period. Account is solely responsible for notifying its Plan Members of the termination of this Agreement for nonpayment or for any other reason.
- 8.5 **Effects of Termination.** If Wellmark terminates this Agreement for nonpayment, Wellmark shall not be required to pay on behalf of Account any Incurred Claims beyond the effective date of the termination and Wellmark reserves all rights to recoup any Paid Claims for which Account has not paid Wellmark, regardless of when services were received.
- 8.6 **Termination and Claims Administration.** If, following termination of this Agreement for reasons other than Account’s nonpayment, Incurred Claims with Incurred Dates prior to the date of termination are submitted to Wellmark in the period specified in the Benefits Document for timely filing of claims, Wellmark shall pay these claims on behalf of Account in accordance with this Agreement and submit bills to the Account for the payment of Claims Paid for a period of twelve (12) months following termination. The bills shall also

include a Network Access Fee amount when the Network Access Fee, shown on Exhibit "A", is reflected as a percentage of Network Savings or when Account makes retroactive changes to add or delete a Plan Member from coverage during the Rating Period. The Account shall pay all bills in accordance with the procedures set forth in Section 4.1. Wellmark shall not, on behalf of Account, pay Incurred Claims with dates of service following the date of termination. Unless Account and Wellmark otherwise agree in writing, Wellmark shall not continue any other services for Account after the effective date of termination.

- 8.7 **Availability of Records.** Upon written request by the Account, Wellmark will make available to any successor benefit services administrator, designated by the Account, standard reports and materials in its possession at the time of termination that are reasonably necessary to continue the administration of the Plan. Wellmark shall provide such materials in its standard format and Account shall pay a reasonable fee for such services.
- 8.8 **Survival.** Any liability of either party to the other for amounts owed or owing under this Agreement, unless such amounts are de minimus, shall not be extinguished by the termination of this Agreement.

ARTICLE 9

BLUE CROSS AND BLUE SHIELD DISCLOSURES AND INTER-PLAN ARRANGEMENTS

- 9.1 **Blue Cross and Blue Shield Disclosure Statement.** Account on behalf of itself and its Members, hereby expressly acknowledges its understanding this Agreement constitutes a contract solely between Account and Wellmark, which is an independent corporation operating under licenses from the Blue Cross Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans (the "**Association**"), permitting Wellmark to use the Blue Cross and Blue Shield Service Marks in the state of Iowa, and that Wellmark is not contracting as the agent of the Association. Account on behalf of itself and its Members, further acknowledges and agrees that it has not entered into this Agreement based upon representations by any person other than Wellmark and that no person, entity, or organization other than Wellmark shall be accountable or liable to Account for any of Wellmark's obligations to Account created under this Agreement. This section shall not create any additional obligations whatsoever on the part of Wellmark other than those obligations created under other provisions of this Agreement.
- 9.2 **Account Locations or Members Outside of Iowa.** Account understands and agrees that Wellmark defines a National Account as a company headquartered and located in Iowa that also has employees in other states whose claims are processed through Inter-Plan Arrangements. If Account is headquartered in Iowa, any employees or persons associated with Account are eligible for coverage under the Account's Plan, including those employed or working at Account locations outside Iowa. If Account is not headquartered in Iowa, only those employees or individuals associated with the Iowa business locations are eligible for coverage under the Account's Plan, and coverage will be void for any persons associated with Account locations outside of Iowa. Eligibility of persons located outside of Iowa, or associated with Account locations outside of Iowa, is subject to applicable law and Association guidelines.
- 9.3 **Out-of-Area Services.** Wellmark has a variety of relationships with other Blue Cross and/or Blue Shield Licensees referred to generally as "**Inter-Plan Arrangements.**" These

Item G.2.d.

Inter-Plan Arrangements operate under rules and procedures issued by the Blue Cross Blue Shield Association (“**Association**”). Whenever Members access health care services outside the geographic area Wellmark serves, the claim for those services may be processed through one of these Inter-Plan Arrangements. The Inter-Plan Arrangements are described generally below.

Typically, when accessing care outside the geographic area Wellmark serves, Members obtain care from health care providers that have a contractual agreement (“**participating providers**”) with the local Blue Cross and/or Blue Shield Licensee in that other geographic area (“**Host Blue**”). In some instances, Members may obtain care from health care providers in the Host Blue geographic area that do not have a contractual agreement (“**nonparticipating providers**”) with the Host Blue. Wellmark remains responsible for fulfilling its contractual obligations to Account. Wellmark payment practices in both instances are described below.

This disclosure describes how claims are administered for Inter-Plan Arrangements and the fees that are charged in connection with Inter-Plan Arrangements.

- a. **BlueCard® Program.** The BlueCard® Program is an Inter-Plan Arrangement. Under this Arrangement, when Members access Covered Services within the geographic area served by a Host Blue, the Host Blue will be responsible for contracting and handling all interactions with its participating providers. The financial terms of the BlueCard Program are described generally below.
 - i. **Member Liability Calculation Method Per Claim.** Unless subject to a fixed dollar copayment, the calculation of the Member liability on claims for Covered Services processed through the BlueCard Program will be based on the lower of the participating provider’s billed charges for Covered Services or the negotiated price made available to Wellmark by the Host Blue.
 - ii. **Account Liability Calculation Method Per Claim.** The calculation of Account’s liability on claims for Covered Services processed through the BlueCard Program will be based on the negotiated price made available to Wellmark by the Host Blue under the contract between the Host Blue and the provider. Sometimes, this negotiated price may be greater for a given service or services than the billed charge in accordance with how the Host Blue has negotiated with its participating provider(s) for specific health care services. In cases where negotiated price exceeds the billed charge, Account may be liable for the excess amount even when the Member’s deductible has not been satisfied. This excess amount reflects an amount that may be necessary to secure (a) the provider’s participation in the network and/or (b) the overall discount negotiated by the Host Blue. In such a case, the entire contracted price is paid to the provider, even when the contracted price is greater than the billed charge.
 - iii. **Claims Pricing.** Host Blues determine a negotiated price, which is reflected in the terms of each Host Blue’s provider contracts. The negotiated price made available to Wellmark by the Host Blue may be represented by one of the following:

- a) An actual price. An actual price is a negotiated rate of payment in effect at the time a claim is processed without any other increases or decreases; or
- b) An estimated price. An estimated price is a negotiated rate of payment in effect at the time a claim is processed, reduced or increased by a percentage to take into account certain payments negotiated with the provider and other claim- and non-claim-related transactions. Such transactions may include, but are not limited to, anti-fraud and abuse recoveries, provider refunds not applied on a claim-specific basis, retrospective settlements, and performance-related bonuses or incentives; or
- c) An average price. An average price is a percentage of billed charges for Covered Services in effect at the time a claim is processed representing the aggregate payments negotiated by the Host Blue with all of its health care providers or a similar classification of its providers and other claim- and non-claim-related transactions. Such transactions may include the same ones as noted above for an estimated price.

The Host Blue determines whether it will use an actual, estimated, or average price. The use of estimated or average pricing may result in a difference (positive or negative), between the price Account pays on a specific claim and the actual amount the Host Blue pays to the provider. However, the BlueCard Program requires that the amount paid by the Member and Account is a final price; no future price adjustment will result in increases or decreases to the pricing of past claims.

In some instances federal or state laws or regulations may impose a surcharge, tax or other fee. If applicable, Wellmark will disclose any such surcharge, tax or other fee to Account, which will be Account's liability.

Any positive or negative differences in estimated or average pricing are accounted for through variance accounts maintained by the Host Blue and incorporated into future claim prices. As a result, the amounts charged to Account will be adjusted in a following year, as necessary, to account for over- or underestimation of the past years' prices. The Host Blue will not receive compensation from how the estimated price or average price methods, described above, are calculated. Because all amounts paid are final, neither positive variance account amounts (funds available to be paid in the following year), nor negative variance amounts (the funds needed to be received in the following year), are due to or from Account. If Account terminates, Account will not receive a refund or charge from the variance account.

Variance account balances are small amounts relative to the overall paid claims amounts and will be liquidated over time. The timeframe for their liquidation depends on variables, including, but not limited to, overall volume/number of claims processed and variance account balance.

Item G.2.d.

Variance account balances may earn interest. Host Blues may retain interest earned, if any, on funds held in variance accounts.

- iv. **BlueCard Program Fees and Compensation.** Account understands and agrees to reimburse Wellmark for certain fees and compensation which Wellmark is obligated under the BlueCard Program to pay to the Host Blues, to the Association, and/or to vendors of BlueCard Program-related services. The specific BlueCard Program fees and compensation that are charged to Account, if any, are set forth in **Exhibit "A"**. BlueCard Program Fees and compensation may be revised from time to time as described in subsection f below. All BlueCard Program-related fees, including any Access Fees paid to Host Blues, and Administrative Expense Allowance ("AEA") Fees are included in Wellmark's general Administrative Fee as set forth in Exhibit "A". Wellmark has elected to not separately charge any Inter-Plan Arrangement-related fees to Account.

- b. **Special Cases: Value-Based Programs.** Account's Members may access Covered Services from providers that participate in a Host Blue's Value-Based Program. Value-Based Programs may be delivered through the BlueCard Program. These Value-Based Programs may include, but are not limited to, Accountable Care Organizations, Global Payment/Total Cost of Care arrangements, Patient Centered Medical Homes, and Shared Savings arrangements.
 - i. **Value-Based Programs under the BlueCard Program; Program Administration.** Under Value-Based Programs, a Host Blue may pay providers for reaching agreed-upon cost/quality goals in the following ways: retrospective settlements, Provider Incentives, share of target savings, Care Coordinator Fees and/or other allowed amounts. The Host Blue may pass these provider payments to Wellmark, which Wellmark will pass directly on to Account as an amount included in the price of the claim.

When such amounts are included in the price of the claim, the claim may be billed using one of the following pricing methods, as determined by the Host Blue:

- a) **Actual Pricing:** The charge to accounts for Value-Based Programs incentives/Shared Savings settlements is part of the claim. These charges are passed to Account via an enhanced provider fee schedule.

- b) **Supplemental Factor:** The charge to accounts for Value-Based Programs incentives/Shared Savings settlements is a supplemental amount that is included in the claim as an amount based on a specified supplemental factor (e.g., a small percentage increase in the claim amount). The supplemental factor may be adjusted from time to time.

The amounts used to calculate the supplemental factors for estimated pricing are fixed amounts that are estimated to be necessary to finance the cost of a particular Value-Based Program. Because amounts are

estimates, there may be positive or negative differences based on actual experience and such differences will be accounted for in a variance account maintained by the Host Blue (in the same manner as described in the BlueCard claim pricing section above) until the end of the applicable Value-Based Program payment and/or reconciliation measurement period. The amounts needed to fund a Value-Based Program may be changed before the end of the measurement period if it is determined that amounts being collected are projected to exceed the amount necessary to fund the programs or if they are projected to be insufficient to fund the program.

At the end of the Value-Based Program payment and/or reconciliation measurement period for these arrangements, Host Blues will take one of the following actions:

- a) Use any surplus in funds in the variance account to fund Value-Based Program payments or reconciliation amounts in the next measurement period.
- b) Address any deficit in funds in the variance account through the reconciliation billing amount for the next measurement period.

The Host Blue will not receive compensation resulting from how estimated or average price methods, described above, are calculated. If Account terminates, Account will not receive a refund or charge from the variance account. This is because any resulting surpluses or deficits would be eventually exhausted through prospective adjustment to the settlement billings in the case of Value-Based Programs. The measurement period for determining these surpluses or deficits may differ from the term of this Agreement.

Variance account balances are small amounts relative to the overall paid claims amounts and will be liquidated over time. The timeframe for their liquidation depends on variables, including, but not limited to, overall volume/number of claims processed and variance account balance. Variance account balances may earn interest. Host Blues may retain interest earned on funds held in variance accounts.

Note: Members will not bear any portion of the cost of Value-Based Programs except when a Host Blue uses either average pricing or actual pricing to pay providers under Value-Based Programs.

- ii. **Care Coordinator Fees.** Host Blues may also bill Wellmark for Care Coordinator Fees for provider services which Wellmark will pass on to Account as follows:

Individual claim billings through applicable care coordination codes from the most current edition of either Current Procedural Terminology (CPT) published by the American Medical Association (AMA) or Healthcare Common Procedure Coding System (HCPCS) published by the Centers for Medicare and Medicaid Services (CMS).

Item G.2.d.

As part of this Agreement, Wellmark and Account will not impose Member cost sharing for Care Coordinator Fees.

- c. **Return of Overpayments.** Recoveries of overpayments from a Host Blue or its participating providers can arise in several ways including, but not limited to, anti-fraud and abuse recoveries, health care provider/hospital bill audits, credit balance audits, utilization review refunds, and unsolicited refunds. Recoveries will be applied in general, on either a claim-by-claim or prospective basis. If recovery amounts are passed on a claim-by-claim basis from a Host Blue to Wellmark they will be credited to Account. In some cases, the Host Blue will engage a third party to assist in identification or collection of overpayments. The fees of such a third party may be charged to Account as a percentage of the recovery.
- d. **Nonparticipating Providers Outside Wellmark's Service Area.**
 - i. **Member Liability Calculation.**
 - a) **In General.** When Covered Services are provided outside of Wellmark's service area by nonparticipating providers, the amount(s) a Member pays for such services will be based on either the Host Blue's nonparticipating provider local payment or the pricing arrangements required by applicable state law. In these situations, the Member may be responsible for the difference between the amount that the nonparticipating provider bills and the payment Wellmark will make for the Covered Services as set forth in this paragraph. Payments for out-of-network emergency services will be governed by applicable federal and state law.
 - b) **Exceptions.** In some exception cases, Wellmark may pay claims from nonparticipating providers for Covered Services outside of Wellmark's service area based on the provider's billed charge. This may occur in situations where a Member did not have reasonable access to a participating provider, as determined by Wellmark or by applicable law. In other exception cases, Wellmark may pay such claims based on the payment Wellmark would make if Wellmark were paying a nonparticipating provider for the same Covered Services inside of Wellmark's service area. This may occur where the Host Blue's corresponding payment would be more than Wellmark's in-service area nonparticipating provider payment. Wellmark may choose to negotiate a payment with such a provider on an exception basis.

Unless otherwise stated, in any of these exception situations, the Member may be responsible for the difference between the amount that the nonparticipating provider bills and the payment Wellmark will make for the Covered Services as set forth in this paragraph.
 - ii. **Fees and Compensation.** Account understands and agrees to reimburse Wellmark for certain fees and compensation which Wellmark is obligated under applicable Inter-Plan Arrangement requirements to pay to the Host Blues, to the Association, and/or to vendors of Inter-Plan Arrangement-

related services. The specific fees and compensation that are charged to Account, if any, are set forth in Exhibit “A”. Fees and compensation under applicable Inter-Plan Arrangements may be revised from time to time as provided for in subsection f below.

e. Blue Cross Blue Shield Global™ Core.

i. **General Information.** If Members are outside the United States, the Commonwealth of Puerto Rico, and the U.S. Virgin Islands (hereinafter: “**BlueCard service area**”), they may be able to take advantage of the Blue Cross Blue Shield Global Core when accessing Covered Services. The Blue Cross Blue Shield Global Core is not served by a Host Blue.

Inpatient Services. In most cases, if Members contact the Blue Cross Blue Shield Global Core Service Center for assistance, hospitals will not require Members to pay for covered inpatient services, except for their cost-share amounts. In such cases, the hospital will submit Member claims to the Blue Cross Blue Shield Global Core Service Center to initiate claims processing. However, if the Member paid in full at the time of service, the Member must submit a claim to obtain reimbursement for Covered Services. **Members must contact Wellmark to obtain precertification for non-emergency inpatient services.**

ii. **Blue Cross Blue Shield Global Core Related Fees.** Account understands and agrees to reimburse Wellmark for certain fees and compensation which Wellmark is obligated under applicable Inter-Plan Arrangement requirements to pay to the Host Blues, to the Association, and/or to vendors of Inter-Plan Arrangement-related services. The specific fees and compensation that are charged to Account under the Blue Cross Blue Shield Global Core, if any, are set forth in Exhibit “A”. Fees and compensation under applicable Inter-Plan Arrangements may be revised from time to time as provided for in subsection f below.

f. **Modifications or Changes to Inter-Plan Arrangement Fees or Compensation.** Modifications or changes to Inter-Plan Arrangement fees are generally made effective January 1 of the calendar year but they may occur at any time during the year. In the case of any such modifications or changes, Wellmark shall provide Account with at least thirty (30) days’ advance written notice of any modification or change to such Inter-Plan Arrangement fees or compensation describing the change and the effective date thereof and Account’s right to terminate this Agreement without penalty by giving written notice of termination before the effective date of the change. If Account fails to respond to the notice and does not terminate this Agreement during the notice period, Account will be deemed to have approved the proposed changes, and Wellmark will then allow such modifications to become part of this Agreement.

**ARTICLE 10
MISCELLANEOUS**

10.1 **Change of Agreement.** If Account makes changes in the Plan or Benefits Document, Account shall give Wellmark sufficient advance notice of such changes. If Account makes

Item G.2.d.

any material changes in the Plan, or if material changes are required by law, including the addition or deletion of benefits, a material change in group composition or membership or eligibility requirements, such as a change in the number of eligible or enrolled individuals of ten percent (10%) or more, percentage of individuals enrolled, types of coverage offered, business entities covered, or offerings of other health insurers' coverage to eligible individuals, Wellmark shall have the right at its option to amend this Agreement, including an adjustment to the financial terms shown on Exhibit "A", or to terminate this Agreement in accordance with Section 8.3.

- 10.2 **Iowa Code Chapter 509A Compliance; No Actuarial Certification.** Nothing contained in this Agreement or on Exhibit "A" shall be construed or considered to be an actuarial opinion or certification by Wellmark in connection with Iowa Code Chapter 509A regarding the adequacy of reserves, rates, or financial condition of Account or the Plan. Account is solely responsible for compliance with all provisions of Iowa Code Chapter 509A and implementing regulations and, if applicable, is responsible for reporting any paid losses for the Account's self-funded operation of the Plan, as required by Iowa Code Section 513C.10, and for paying any assessment related to those paid losses.
- 10.3 **Use of Trademarks and Names.** Wellmark and Account reserve the right to control the use of their respective corporate names and any other respective symbols, assumed names, trademarks, and service marks, presently existing or subsequently established. Wellmark and Account agree not to use the corporate name, symbol, assumed names, trademarks, or service marks of the other in advertising, promotional materials, or otherwise without the prior written consent of the other. Any previously approved usage shall cease immediately upon the termination of this Agreement and any materials using such names or marks are the property of the appropriate namesake and shall be returned to the appropriate property owner upon request or at the termination of this Agreement.
- 10.4 **Complete Agreement; Amendments.** The parties agree that this Agreement, including, without limitation, any Exhibits or amendments hereto, applicable Business Associate Agreement, the Medical Management and Well-being Consulting Services Exhibit, and COBRA Administrative Services Agreement or Addendum, if any, constitute the complete and exclusive agreement and statement of the relationship between the parties with regard to the subject matter of this Agreement and supersedes all related discussions, understandings, proposals, exhibits, amendments, prior and concurrent agreements, representations and warranties, whether oral or written, and any other communications between the parties in regard to the subject matter hereof. This Agreement, including, without limitation, any Exhibits hereto, may be amended from time to time by the parties. Any amendment to this Agreement, or change, modification, or waiver of any of the terms or provisions of this Agreement shall be effective only when made in writing and signed by an authorized representative of each party and delivered in accordance with Section 10.11. This Agreement shall take precedence over any other documents that may be in conflict with it.

Notwithstanding the foregoing, if this Agreement supersedes a prior Agreement, health services with an Incurred Date prior to the Effective Date of this Agreement shall be processed pursuant to the terms of the applicable superseded Agreement.

- 10.5 **Force Majeure.** The parties to this Agreement shall be excused from any performance under this Agreement, other than payment of amounts due, for any period and to the extent they are delayed, restricted, or prevented from performing under this Agreement as a

result of an act of God, war, civil disturbance, court order, labor dispute, act of terrorism, or other cause beyond their reasonable control.

- 10.6 **Limitation of Action.** Notwithstanding Sections 5.6, 7.9, and 8.8, no legal or equitable action or claim, may be brought against Wellmark for an action or claim arising under or relating to this Agreement more than two (2) years after the cause of action arose.
- 10.7 **Assignment.** The Agreement shall be binding on the parties and their respective successors and permitted assigns. Neither party may assign this Agreement to any third party, in whole or in part, without the prior written consent of the other; provided, however, Wellmark may assign this Agreement, in whole or in part, to any entity that controls, is controlled by, or is under common control with Wellmark. Further, Wellmark may, in its sole and unfettered discretion, contract with a third party to perform some Administrative Services or other of Wellmark's duties under this Agreement, including, without limitation, the subrogation recovery services for Claims Paid. To the extent Wellmark contracts with a third party to perform any such services or duties, the term "Wellmark" as used in this Agreement shall be deemed to include the contracted third party, as the context so requires.
- 10.8 **Waiver.** The failure of any party to enforce any terms or provisions of the Agreement shall not be deemed or construed to be a waiver of the enforceability of such provision. Similarly, the failure to enforce any remedy arising from a default under the terms of the Agreement shall not be deemed or construed to be a waiver of such default. Any waiver of any provision of this Agreement, and any consent to any departure from the terms of any provision of this Agreement, shall be effective only in the specific instance and for the specific purpose for which made or given.
- 10.9 **Nature of Relationship; Authority of Parties.** Nothing contained in this Agreement and no action taken or omitted to be taken by Account or Wellmark pursuant hereto shall be deemed to constitute Account and Wellmark a partnership, an association, a joint venture or other entity whatsoever. Wellmark shall at all times be acting as an independent contractor under this Agreement. No party has the authority to bind the other in any respect whatsoever.
- 10.10 **No Third-Party Beneficiaries.** This Agreement is for the benefit of Account and Wellmark and not for any other person. It shall not create any legal relationship between Wellmark and any employee, Member, or any other party claiming any right, whether legal or equitable, under the terms of this Agreement or of the Plan.
- 10.11 **Notices and Communication.** The parties shall be entitled to rely upon any communication or notice from the other in connection with this Agreement to be genuine, truthful, and accurate, and to have been authorized, signed, or issued by an officer or agent of such entity empowered to make such representation on behalf of the entity.

Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed given when delivered personally, placed in the U.S. mail (postage prepaid), delivered to a recognized courier service for delivery (delivery charges prepaid), or sent by electronic means and addressed to the last address furnished in writing. Until another address is furnished in writing, notice to Account may be addressed to the address shown on Exhibit "A" attached to this Agreement.

Item G.2.d.

Notice to Wellmark may be addressed:

Wellmark Blue Cross and Blue Shield of South Dakota
Attention: Procurement and Contracts
1331 Grand Avenue
Des Moines, Iowa 50309-2901

10.12 **State of Issue; Applicable Law; Venue; and Waiver of Jury Trial.** This Agreement is issued and delivered in the state of Iowa and is performed in Des Moines, Iowa. To the extent not superseded by the laws of the United States and without regard to any conflict of law rule, this Agreement shall be construed in accordance with and governed by the laws of the state of Iowa. Any action in regard to this Agreement or arising out of the terms of this Agreement shall be instituted and litigated in the Iowa District Court or the United States District Court located in Des Moines, Polk County, Iowa and no other. **ACCOUNT AND WELLMARK WAIVE ANY RIGHT TO A JURY TRIAL WITH RESPECT TO AND IN ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM, DEMAND OR OTHER MATTER WHATSOEVER ARISING OUT OF THIS AGREEMENT.**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date first stated above.

City of Cedar Falls

Wellmark of South Dakota, Inc., doing business as
Wellmark Blue Cross and Blue Shield of South
Dakota

By: _____

By: _____

Print Name: _____

David S. Brown
Executive Vice President, Chief Financial Officer
and Treasurer

Title: _____

**Wellmark Blue Cross and Blue Shield of South Dakota
 Administrative Services Agreement
 Exhibit A
 Administrative Fees, Network Access Fees, Other Fees**

Account Full Legal Name and Legal Address:

City of Cedar Falls
 220 Clay Street
 Cedar Falls, IA 50613-2726

Benefit Plan(s) Administered By:

Wellmark Blue Cross and Blue Shield of South Dakota

Rating Period:

The Rating Period begins on 7/01/2018 and ends on 6/30/2019.

Plan Year:

The Plan Year begins on 07/01 and ends on 06/30.

Administrative Fee:

Health: \$38.19 per Plan Member per month based on active Plan Members on last day of billing month (subject to limitations listed under Billing and Payment Method below).

Pharmacy Administrative Fee:

\$2.00 per Plan Member per month based on active Plan Members on last day of billing month (subject to limitations listed under Billing and Payment Method)

Network Access Fee:

\$8.01 per Plan Member per month based on active Plan Members on last day of billing month (subject to limitations listed under Billing and Payment Method below).

Medical Management and Well-being Consulting:

Subject to the terms of the Medical Management and Well-being Consulting Services Exhibit and to the limitations listed under **Billing and Payment Method** below.

For the period beginning on 07/01/2018 and ending on 06/30/2019.

Well-being Services

Well-being Package	Per Package	\$3,096.91
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*Participant means only those individuals who are participating in the respective Medical Management and Well-being Consulting Services for the applicable month.

Item G.2.d.

**Wellmark Blue Cross and Blue Shield of South Dakota
Administrative Services Agreement
Exhibit A
Administrative Fees, Network Access Fees, Other Fees**

Account Full Legal Name and Legal Address:

City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613-2726

External Review:

External review fees for Independent Review Organizations (IROs), if applicable, will be on a per case or per external review basis and all such fees attributable to Members under the Plan shall be billed to Account in the amount billed to Wellmark by the IRO.

Subrogation Vendor Fees:

The subrogation recovery vendor(s) retain a service fee calculated as a percentage of the recovered amount after deductions for attorneys' fees and costs. For subrogation cases initiated on or after July 1, 2016, the subrogation recovery vendor's service fee is 19.5% of the recovered amount. This fee is subject to change. The final recovered amount received from the vendor is credited to Account. Wellmark's agreement with the subrogation recovery vendor may from time to time allow for the application of no vendor service fees to amounts recovered during that period of time. Any subrogation recovery amount obtained by the vendor on behalf of the Account during such time period will be provided to Account without application of the vendor service fee.

BlueCard Program-related Fees:

All BlueCard Program-related fees, including any Access Fees paid to Host Blues and Administrative Expense Allowance ("AEA") Fee, are included in Wellmark's general Administrative Fee stated above. Wellmark has elected to not separately charge any Inter-Plan Arrangement-related fees to Account. The general Administrative Fee encompasses fees Wellmark charges to Account for administering Account's benefit plan. Fees may include both local and Inter-Plan fees. Other BlueCard Program-related fees included in the general Administrative Fee include the Central Financial Agency Fee, ITS Transaction Fee, Toll-Free Number Fee, PPO Provider Directory Fee, and the Blue Cross Blue Shield Global Coverage Fees, if applicable.

Billing and Payment Method:

Wellmark shall notify Account weekly of the total Claims Paid amount for the week. Account shall make payment to Wellmark within forty-eight hours of receipt of the notification. Wellmark shall bill Account monthly for Claims Paid (if any), Administrative Fee, other fees, and reflect the payments/credits received.

Limitations: Any adjustments to Administrative Fee, Network Access Fee, and other fees due to membership or eligibility changes shall be reflected on the billing for the month in which the membership or eligibility change is made and shall be limited to a period of three (3) months prior to the date Wellmark processes the Member eligibility change.

Exhibit A Issue Date: 5/17/2018

MEDICAL MANAGEMENT AND WELL-BEING CONSULTING SERVICES EXHIBIT

THIS EXHIBIT (“**Exhibit**”) is attached to and constitutes a part of the Administrative Services Agreement by and between Wellmark and Account (the “**Administrative Services Agreement**”). Any capitalized term not otherwise defined herein shall have the meaning ascribed to it in the Administrative Services Agreement.

I. RECITALS

- A. Pursuant to the Administrative Services Agreement, Wellmark provides certain claims administration, enrollment, and medical management and well-being consulting services for Account.
- B. Wellmark delivers these various medical management and well-being consulting services described in Section II of this Exhibit (“**Medical Management and Well-being Consulting Services**”) to Wellmark’s Members and other eligible individuals, either directly or through agreements with third-party vendors (the “**Vendors**”) (each, a “**Vendor Agreement**”).
- C. Account desires to obtain, and Wellmark desires to provide, Medical Management and Well-being Consulting Services all as further described herein.

II. SERVICES

Wellmark may, at its sole discretion, make certain Medical Management and Well-being Consulting Services available to Account, the cost for which is included in the Administrative Fee. Wellmark may, at its sole discretion, make certain other Medical Management and Well-being Consulting Services available for Account’s purchase at a fee in addition to the Administrative Fee. Account has signified which Medical Management and Well-being Consulting Services it wishes to purchase and such services and fees are stated in **Exhibit “A”**, Administrative Fees, Network Access Fees, Other Fees, to the Administrative Services Agreement. In consideration of the Medical Management and Well-being Consulting Services to be received by Account from Wellmark, Account shall pay to Wellmark the fees, if any, set forth on **Exhibit “A”** to the Administrative Services Agreement. Account acknowledges the fees may change from time to time.

BEWELL 24/7. BeWell 24/7 is generally comprised of a dedicated toll-free telephone number, available twenty four hours per day, seven days per week, three hundred sixty-five days per year, that will be staffed by a registered nurse, licensed practical nurse or non-nurse personnel, who assist Members by providing information, education, decision-making assistance, advocacy and help in navigating the health care system.

ADVANCED CARE MANAGEMENT. Advanced Care Management is generally comprised of individualized coaching and support to Members with severe or complex conditions.

WELLNESS SERVICES. If Account’s election includes Wellness Services, which may include any of the following: Online Wellness Center and Wellness Assessment; Paper Wellness Assessment; Telephonic Health Coaching; Wellness Screenings (biometrics); Tobacco Cessation Coaching; Wellness Challenges; Health Program Referrals; or Debit Card Redemption, the following provision applies: Wellness Services are designed to help Members reduce lifestyle-related health risk factors and develop healthy behaviors. Wellness Services include assessments and behavior change tools meant to help individuals improve health, increase productivity, and decrease absenteeism.

CONDITION SUPPORT. If Account’s election includes Condition Support, which may include any of the following: Asthma, Coronary Artery Disease (“CAD”), or Diabetes Condition Support Services, the following

Item G.2.d.

provision applies: Condition Support Services are generally comprised of the identification of Members with conditions that require significant self-care and the rendering of support through coordinated interventions and communications.

PREGNANCY SUPPORT. If Account's election includes Pregnancy Support ("Pregnancy Support"), the following provision applies: Pregnancy Support offers maternity education and personal support for pregnant women, and assesses and identifies at-risk or high-risk pregnancies. The goal is for participants to better understand and make medical and lifestyle choices that reduce the incidence of pre-term deliveries, low birth-weight babies, and other pregnancy-related complications. Participants receive educational materials and telephone-based counseling with a registered nurse during pregnancy and up to six weeks postpartum.

WELL-BEING CONSULTING SERVICES. If Account elects Well-being Consulting Services ("Consulting Services"), which may include any of the following: Workplace Assessment; Well-being Communication Strategy; Well-being Committee Development; Vending and Cafeteria Audit; Employer Incentive Design; Customized Well-being Dashboard and Metrics; Community Based Vendor Selection; Worksite Policy and Practice Review; Well-being Certification/Accreditation; or Worksite Well-being Consulting, the following provision applies: Consulting Services are generally comprised of assisting employers with creating well-being solutions or wellness programs at their worksites for their workforce.

TERMS AND CONDITIONS

1. **Term and Termination.** This Exhibit shall cover the Medical Management and Well-being Consulting Services provided to Account as set forth in Exhibit "A" to the Administrative Services Agreement, effective as of the effective date set forth therein.

1.1 Wellmark may terminate this Exhibit or any Medical Management and Well-being Consulting Services immediately by written notice to Account upon the termination or expiration of the Administrative Services Agreement or any Vendor Agreement or any attachment thereunder.

1.2 Wellmark may, at any time, in its discretion, terminate this Exhibit in the event of Account's failure to pay when due the fees and other amounts payable to Wellmark under this Exhibit, where such failure is not cured within ten (10) days following Wellmark's written notice to Account specifying such failure.

1.3 This Exhibit may be terminated by Wellmark or by Account at any time, with or without cause, for any reason or no reason, effective thirty (30) days following the terminating party giving written notice to the other party of its intent to terminate this Exhibit.

2. **Representations and Warranties of Account.** Account hereby represents and warrants to Wellmark as follows:

2.1 In the performance of its obligations under this Exhibit, Account has the responsibility for the design and implementation of its employer-sponsored wellness program and shall comply with all applicable federal, state or local laws and regulations, including, without limitation, HIPAA, as modified by the Health Information Technology for Economic and Clinical Health Act ("HITECH" Act), as incorporated in the American Recovery and Reinvestment Act of 2009, and as modified by the ACA, the Americans with Disabilities Act, as amended by the Americans with Disabilities Amendments Act, the Genetic Information Non-Discrimination Act, laws and regulations regarding employer-sponsored wellness programs, and the laws and regulations regarding the maintenance and confidentiality of health, financial and other information and records. Account will only access, use and disclose health, financial and other information and records in accordance with all applicable laws.

2.2 Account will not describe, discuss or promote the web portal used in connection with the Medical Management and Well-being

Consulting Services (the “**Web Portal**”) in any way that is inconsistent with, or would add to, the terms and conditions of use set forth on the Web Portal.

3. Performance Level Specifications.

Wellmark may provide or the Vendor Agreements may contain certain performance guarantees obligating Wellmark or its Vendors to meet the attributes of performance that the Medical Management and Well-being Consulting Services shall achieve, all as set forth in detail in the respective Vendor Agreement or the applicable sections of the **Performance Guarantee Schedule**, attached to this Exhibit and incorporated by this reference (the “**Performance Level Specifications**” or “**PLS**”). If a Vendor does not achieve a specific PLS, pursuant to that Vendor Agreement, Wellmark shall be entitled to reimbursement of a specified percentage of the fees relating to the Medical Management and Well-being Consulting Service at issue that are earned by that Vendor under the Vendor Agreement (the “**PLS Fees**”). In turn, for those Medical Management and Well-being Consulting Services described in Section II, above, Wellmark shall reimburse Account either its pro-rata share or specific PLS Fees received by Wellmark that relate to Medical Management and Well-being Consulting Services specifically purchased by Account. Further, if Wellmark does not achieve a specific PLS for a Medical Management and Well-being Consulting Service purchased by Account, Wellmark shall reimburse Account its pro-rata share of PLS Fees that relate to that specific service, all in accordance with the Performance Guarantee Schedule to this Exhibit. To be eligible to receive reimbursement of any PLS Fees, Account must (i) have purchased the relevant Medical Management and Well-being Consulting Service for all 12 months of the relevant program year, and (ii) remain a customer of Wellmark through the date Wellmark receives PLS Fees relating to Account for the applicable time period from its Vendors. Account will not receive any PLS Fees for any Medical Management and Well-being Consulting Services it did not purchase and Account will not receive PLS Fees for any Consulting Services purchased hereunder.

4. Ownership of Medical Management and Well-being Consulting Services.

The Medical Management and Well-being Consulting Services and their content are proprietary to Wellmark, the Vendors and their respective affiliates or suppliers, as the case may be. Except as expressly set forth in this Exhibit, the Medical Management and Well-being Consulting Services may not be duplicated, modified, reproduced, or used for the benefit of any third party. Account acknowledges and agrees that it does not now own, nor by virtue of this Exhibit or the Medical Management and Well-being Consulting Services rendered hereunder shall it acquire, any right, title or interest in or to the Medical Management and Well-being Consulting Services or the intellectual property underlying such Medical Management and Well-being Consulting Services, including, without limitation, educational materials, software, source code, hardware, technology, content, information, know how, forms, policies, procedures, manuals, specifications, service models, and designs, or any confidential information belonging to Wellmark or the Vendors or their respective affiliates or suppliers, and that all such right, title and interest is and shall remain owned by Wellmark, Vendors, or their respective affiliates or suppliers, as applicable.

5. Changes in Law and Regulations.

Notwithstanding any other provision of this Exhibit, if any federal, state or local governmental agency or court of competent jurisdiction passes, issues, interprets or promulgates any law, rule, regulation, standard, decision or interpretation (collectively, an “**Act**”) at any time while this Exhibit is in effect that prohibits the performance of, or materially enlarges, Wellmark’s obligations hereunder, or otherwise impairs, restricts, limits or otherwise materially and adversely affects Wellmark’s rights, benefits, or obligations hereunder, Wellmark may give Account notice of intent to amend this Exhibit to the reasonable satisfaction of Wellmark in order to comply with any such Act.

6. Disclaimer of Warranties; Limitation of Liability. THE MEDICAL MANAGEMENT

Item G.2.d.

AND WELL-BEING CONSULTING SERVICES ARE EDUCATIONAL AND INFORMATIONAL TOOLS ONLY AND DO NOT CONSTITUTE CLINICAL SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS EXHIBIT, WELLMARK DOES NOT MAKE AND HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE MEDICAL MANAGEMENT AND WELL-BEING CONSULTING SERVICES, THEIR ABILITY TO REDUCE COSTS OR IMPROVE OUTCOMES. WELLMARK IS NOT RESPONSIBLE FOR DATA INACCURACIES IN THE SOURCE DATA PROVIDED BY ACCOUNT OR MEMBERS. IN NO EVENT SHALL WELLMARK BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES, LOSS OF DATA OR LOST PROFITS, EVEN IF WELLMARK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WELLMARK'S AGGREGATE MONETARY LIABILITY TO ACCOUNT OR ITS MEMBERS OR AFFILIATES UNDER THIS EXHIBIT AND WITH RESPECT TO THE MEDICAL MANAGEMENT AND WELL-BEING CONSULTING SERVICES FURNISHED HEREUNDER (WHETHER UNDER CONTRACT, TORT, OR ANY OTHER THEORY OF LAW OR EQUITY) SHALL NOT EXCEED, UNDER ANY CIRCUMSTANCES, THE FEES PAID BY ACCOUNT TO WELLMARK FOR THE MEDICAL MANAGEMENT AND WELL-BEING CONSULTING SERVICES UNDER THIS EXHIBIT DURING THE ONE (1) YEAR PERIOD PRECEDING THE CLAIM, LESS THE AMOUNT OF ANY PLS FEES REIMBURSED TO ACCOUNT DURING THAT TIME. THE FOREGOING LIMITATION OF LIABILITY REPRESENTS THE ALLOCATION OF RISK BETWEEN THE PARTIES AS REFLECTED IN THE PRICING HEREUNDER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES.

HEALTH INFORMATION PROVIDED BY WELLMARK OR THROUGH ITS VENDORS OR THEIR AFFILIATES IS BASED ON MEDICAL LITERATURE. HOWEVER, USE OF SUCH INFORMATION IS NOT INTENDED TO REPLACE PROFESSIONAL MEDICAL ADVICE AND CARE FROM A HEALTH CARE PROFESSIONAL. THE HEALTH INFORMATION IS INTENDED TO HELP PEOPLE MAKE BETTER HEALTH CARE DECISIONS AND TAKE GREATER RESPONSIBILITY FOR THEIR OWN HEALTH, BUT MAY NOT RESULT IN ACTUAL ACHIEVEMENT OF THESE GOALS. ACCOUNT EXPRESSLY ACKNOWLEDGES AND AGREES THAT WELLMARK IS NOT RESPONSIBLE FOR THE RESULTS OF ITS MEMBERS' USE OF SUCH INFORMATION, INCLUDING, BUT NOT LIMITED TO, MEMBERS CHOOSING TO SEEK OR NOT TO SEEK PROFESSIONAL MEDICAL CARE, EMERGENCY CARE, OR MEMBERS CHOOSING OR NOT CHOOSING SPECIFIC TREATMENT.

**Performance Guarantee Schedule
to
Medical Management and Well-being Consulting Services Exhibit**

Condition Support			
Condition Support requires a minimum purchase period of 12 months of the relevant program year. Account must remain a customer of Wellmark through the date Wellmark determines performance guarantee credits relating to Account for the applicable time period. The following measures are tracked at the Wellmark Corporate level and not at the Account level.			
Type of Guarantee	Measure	Target Performance	Weight
PLS Fees (Satisfaction)*	Participant satisfaction on a 10 point scale	7 or greater	10.00%
PLS Fees (Service)*	For high- and moderate-risk members with a valid phone number: Overall member engagement rate (percent of identified members who agree to participate in the program)	45.00%	10.00%

Maximum Condition Support Fees at Risk for the Program 20.00%

Pregnancy Support			
Pregnancy Support requires a minimum purchase period of 12 months of the relevant program year. Account must remain a customer of Wellmark through the date Wellmark determines performance guarantee credits relating to Account for the applicable time period. The following measures are tracked at the Wellmark Corporate level and not at the Account level.			
Type of Guarantee	Measure	Target Performance	Weight
PLS Fees (Satisfaction)*	Participant satisfaction on a 10 point scale	7 or greater	10.00%
PLS Fees (Service)*	For those members with a valid phone number: Overall member engagement rate (percent of identified members that agree to participate in the program)	45.00%	10.00%

Maximum Pregnancy Support Fees at Risk for the Program 20.00%

*Reported at the Wellmark Corporate level

Item G.2.d.

Online Wellness Center and Wellness Assessment			
Online Wellness Center and Wellness Assessment requires a minimum purchase period of 12 months of the relevant program year. Account must remain a customer of Wellmark through the date Wellmark determines performance guarantee credits relating to Account for the applicable time period. The following measures are tracked at the Wellmark Corporate level and not at the Account level.			
Type of Guarantee	Measure	Target Performance	Weight
PLS Fees (Availability)*	Average availability of webpage as measured by timeliness of loading.	99.00% - 99.49%	2.00%
		98.50% - 98.99%	4.00%
		98.00% - 98.49%	6.00%
		97.50% - 97.99%	8.00%
		< 97.50%	10.00%
PLS Fees (Average Response Time)*	Average response time calculated from when a webpage is requested until the first byte is returned.	5.01 - 6.00 seconds	1.00%
		6.01 – 7.00 seconds	2.00%
		7 .01 – 8.00 seconds	3.00%
		8.01 – 9.00 seconds	4.00%
		> 9.00 seconds	5.00%
PLS Fees (Eligible Individual Satisfaction)*	Satisfaction as measured annually by a user survey.	75.00% - 79.99%	1.00%
		70.00% - 74.99%	2.00%
		< 70.00%	3.00%

Maximum Online Wellness Center and Wellness Assessment Program Fees at Risk for the Program 10.00%

Telephonic Health Coaching			
Telephonic Health Coaching requires a minimum purchase period of 12 months of the relevant program year. Account must remain a customer of Wellmark through the date Wellmark determines performance guarantee credits relating to Account for the applicable time period. This guarantee requires that Health Coaching is triggered immediately following Wellness Assessment completion, that 60% of the Wellness Assessment participants in one year complete a Wellness Assessment in the subsequent year, and that a minimum of 500 participants are enrolled in and complete Telephonic Health Coaching per coaching protocol purchased (high, moderate, low). Performance guarantee calculations apply only to individuals identified as eligible who have participated for 10 full months. The following measures are tracked at the Account level.			
Type of Guarantee	Measure	Target Performance	Weight
PLS Fees (Enrollment in Program)**	Of those individuals identified as eligible for the Telephonic Health Coaching based upon completion of Wellness Assessments, at least 45% will enroll as participants in the program.	40.00% - 44.99%	1.00%
		35.00% - 39.99%	2.00%
		<35.00%	3.00%
PLS Fees (Satisfaction)**	Satisfaction measure is based upon Telephonic Health Coaching participants who have completed at least two coaching sessions and who have completed a satisfaction survey with a 5 point scale. "1" = very dissatisfied and "5" = very satisfied. Target average score is 4.0 out of 5.0. This satisfaction guarantee requires a minimum of 300 survey participants.	3.50 – 3.99	1.00%
		3.00 - 3.49	2.50%
		<3.00	4.00%
PLS Fees (Risk Mitigation)**	At least 50% of Telephonic Health Coaching high- and moderate-risk participants who complete telephonic coaching will migrate to a lower risk level in at least one of the 12 modifiable risk factors as measured by subsequent year Wellness Assessment results. The modifiable risk factors are weight, blood pressure, cholesterol, blood sugar, nutrition, tobacco use, emotional health, stress, alcohol use, exercise, preventive screening and sleep.	40.00% - 49.99% <40.00%	2.50% 5.00%

Maximum Telephonic Health Coaching Fees at Risk for the Program 10.00%

*Reported at the Wellmark Corporate level

** Reported at the Account level



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

TO: Mayor Brown and City Council Members

FROM: Brenda Balvanz, Personnel Specialist

DATE: June 14, 2018

SUBJECT: **FY19 Wellmark Blue Cross and Blue Shield Group Insurance Policy for City's Blue Dental Plan**

Attached for your approval is the Group Insurance Policy that will be applicable to the City's fully insured Blue Dental plan to be administered by Wellmark Blue Cross and Blue Shield beginning July 1, 2018. If you have questions regarding the attached, please contact Jennifer Rodenbeck at 268-5108.

Attachment

GROUP INSURANCE POLICY

issued by

WELLMARK BLUE CROSS AND BLUE SHIELD OF IOWA

Item G.2.e.

GROUP INSURANCE POLICY

THIS GROUP INSURANCE POLICY (herein “**Agreement**”) is issued by Wellmark, Inc., doing business as Wellmark Blue Cross and Blue Shield of Iowa, an Iowa mutual insurance company, (herein “**Wellmark**”) to Account.

RECITALS

1. Account is the plan sponsor of either a small group health plan or a large group health plan within the meaning of and in accordance with applicable federal or state law for its common law employees and other eligible individuals and this Agreement is issued to Account as the "group policyholder".
2. Account desires that Wellmark provide group health insurance and services for its small group health plan or large group health plan and Wellmark is willing to provide such insurance and services subject to the terms and conditions set forth herein.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1 AGREEMENT DEFINITIONS

- 1.1 “**Affordable Care Act**” or “**ACA**” means the Patient Protection and Affordable Care Act, enacted March 23, 2010, and the Health Care and Education Reconciliation Act, as amended, (collectively, “**ACA**”), including implementing regulations.
- 1.2 “**Agreement**” means this Group Insurance Policy, including any schedules, Exhibits, Benefits Document(s), amendments, employer contribution information form, Plan Member enrollment form(s), and any COBRA Administrative Services Agreement or Addendum.
- 1.3 “**Benefits Document**” means the written document(s) made available to Members that describe and define the terms, benefits, and limitations of the Plan and may be titled Benefits Certificate, Coverage Manual, or something similar. Account may at its option incorporate the Benefits Document into its ERISA Summary Plan Description (SPD).
- 1.4 “**Claims Paid**” means the dollar amount of Wellmark’s payment for Incurred Claims.
- 1.5 “**COBRA**” means the group health coverage continuation provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, including implementing regulations and similar state or federal laws.
- 1.6 “**Confidential Information**” means all non-public confidential or proprietary information, in any form, delivered or made available (whether pursuant to this Agreement or otherwise) by one party or its affiliates, directors, officers, employees and agents (the “**Disclosing Party**”) to the other party, its affiliates, directors, officers, employees and agents (the “**Receiving Party**”). Confidential Information shall include, but not be limited to, employee, Plan Member, and Member information (including names, addresses and Social Security numbers), Protected Health Information, personally identifiable information, medical records, Plan claims data, and payment data. Any information with

respect to Wellmark's systems, procedures, methodologies and practices used by it in connection with claims processing, claims payment or utilization management, together with the fees, terms, payment arrangements, discounts with providers, and related information shall be deemed to be Wellmark Confidential Information. Confidential Information shall not include information which (a), at the time of disclosure, is available to the general public; (b) becomes at a later date available to the general public through no fault of Receiving Party and then only after such later date; (c) Receiving Party can demonstrate was in its possession before receipt from Disclosing Party; (d) Receiving Party can demonstrate was independently developed; or (e) is disclosed to Receiving Party without restriction on disclosure by a third party who has the lawful right to disclose such information.

- 1.7 **“Covered Charges”** means the dollar amount a health care provider bills a Member or Wellmark for Covered Services in accordance with the terms of the Benefits Document.
- 1.8 **“Covered Services”** means the medically necessary health care services provided to a Member as described in and covered by the applicable Benefits Document.
- 1.9 **“Effective Date”** means the date (beginning at 12:01 a.m., local time) specified on the group enrollment forms signed by the Account. This Agreement supersedes any prior Agreement issued by Wellmark to Account for the Plan.
- 1.10 **“ERISA”** means the Employee Retirement Income Security Act of 1974, as amended, including implementing regulations.
- 1.11 **“Grandfathered Health Plan or Non-Grandfathered Health Plan”** mean the same as such terms are used in ACA.
- 1.12 **“HIPAA”** means the Health Insurance Portability and Accountability Act of 1996, as amended, including implementing regulations.
- 1.13 **“Host Blue”** means the local Blue Cross and/or Blue Shield plan or licensee in a geographic area outside of the Wellmark service area.
- 1.14 **“Incurred Claims”** means claims for payment of health care services that are provided to Members pursuant to the Plan with a date of service within the period of time this Agreement is in effect.
- 1.15 **“Incurred Date”** means the date health care services are provided to Members. With regard to inpatient hospital or facility services, the date of the Member's admission to the facility is considered as the Incurred Date.
- 1.16 **“Maximum Allowable Fee”** means a dollar amount Wellmark establishes using various methodologies for Covered Services and supplies. For medical services, this amount is developed from various sources, such as charges billed for the same service or supply by most health care providers within Iowa, economic indicators, or relative value indices developed or approved by Wellmark, and is based on the simplicity or complexity of the service provided. For medical services received outside of Iowa or South Dakota, the Maximum Allowable Fee is either determined in accordance with the section of this Agreement entitled Out-of-Area Services or is the amount as described in the preceding sentence.

Item G.2.e.

For all dental procedures covered under this Agreement, the fee schedule is developed based on Wellmark's contracts with dentists, input from its dental consultants, and the charges billed for the same procedure by dentists in Iowa.

- 1.17 **“Medical Management and Well-being Consulting Services”** means health management and wellness services Wellmark may provide to Members designed to encourage good health and help them make decisions about health care. These services may include, but are not limited to, BeWell 24/7, condition support, pregnancy support, advanced care management, or other programs.
- 1.18 **“Member”** means a person, including a Plan Member's spouse or eligible dependent children, who is eligible and enrolled to receive health benefits under the terms of the Plan as determined and identified by Account, and as accepted by Wellmark.
- 1.19 **“Plan”** means the group health plan or plans established, sponsored and maintained by Account, the terms of which are described in the applicable Benefits Document.
- 1.20 **“Plan Member”** means a common law employee or other individual identified by Account as a person eligible and enrolled to receive health benefits under the Plan subject to the terms, conditions, and limitations described in the Plan documents and who is the applicant on a completed enrollment form that has been provided to and accepted by Wellmark.
- 1.21 **“Plan Year”** means, for the purpose of implementing ACA requirements, either the twelve month period commencing on the Effective Date of Account health plan's annual renewal with Wellmark or an alternative twelve month period, as designated by Account and communicated to Wellmark. In the event that Wellmark has not received the Plan Year designation from Account, the Plan Year is determined in accordance with the following:
- a. The deductible/limit year used under the Plan;
 - b. If the Plan does not impose deductibles or limits on a yearly basis, the plan year is the policy year;
 - c. If the Plan does not impose deductibles or limits on a yearly basis, and either the Plan is not insured or the insurance policy is not renewed on an annual basis, the plan year is Account's taxable year; or
 - d. In any other case, the plan year is the calendar year.
- 1.22 **“Protected Health Information”** or **“PHI”** means the same as the term “protected health information” in 45 CFR §160.103.

ARTICLE 2 RESPONSIBILITIES OF ACCOUNT

- 2.1 **Group Health Plan Compliance.** Account is the plan administrator and plan sponsor of the Plan for purposes of this Agreement and applicable law, and is responsible for group

health plan design and compliance. Account will exercise its responsibilities in the time required by law and has full responsibility for all of the following:

- a. Maintaining the Plan as either a small group health plan or a large group health plan and notifying Wellmark of changes in Plan size; determining Plan design;
- b. Determining eligibility criteria for Members subject to certain Wellmark enrollment and underwriting guidelines, including the requirements for locations or Members located outside of Iowa; Account is responsible for enrolling and canceling individuals in the Plan in accordance with such criteria and agrees to terminate coverage for ineligible individuals;
- c. Designating the Plan Year for the Plan;
- d. Complying with all applicable laws, reporting and disclosure requirements, including specifically, (i) preparing and furnishing Members with Plan documents or notices as may be required by law, including the summary of benefits and coverage (“**SBC**”), any notice of material modification, employer notice of the availability of coverage options under the health insurance marketplace, and applicable HIPAA notices relating to health coverage portability such as the Special Enrollment Notice. Account will also make available to Members on request the uniform glossary of insurance-related terms; (ii) complying with any applicable non-discrimination laws; and (iii) furnishing any notices and requirements with regard to COBRA continuation coverage. Account’s responsibilities for COBRA administration requirements may be delegated to Wellmark, but only to the extent expressly specified and agreed upon with Wellmark in a COBRA Administrative Services Agreement or Addendum;
- e. Delivering or making available Benefits Document(s), and Provider directories if applicable, to Plan Members;
- f. Providing to Wellmark written notice of benefit selections, limitations, and exclusions, changes in the benefits or Plan size at renewal, or material modifications at any time during the Plan Year. Account shall provide such notice(s) in the time and manner required by Wellmark to fulfill the issuance of SBCs, preparation of Benefits Documents, or issuance of other required notices within the time required by law;
- g. If the coverage of any Plan Member or Member is terminated retroactively, Account represents that it either has not collected any premium contribution from the retroactively terminated Member, or has refunded any premium contribution to the retroactively terminated Member, for the period following the effective date of the termination;
- h. Payment of any state premium tax, use tax, health insurer fee, or similar tax, or any similar benefit or Plan-related charge, tax, surcharge or assessment, however denominated, that may be assessed on the Plan or related to the administration of the Plan, including any penalties and interest payable with respect thereto;
- i. Compliance with any income and employment tax withholding, depositing, and reporting obligations (including state or federal income tax withholding, FICA tax

Item G.2.e.

withholding, employer, FUTA taxes, and Form W-2 wage reporting) applicable to rewards incentives or value-added benefits that may be provided under this employer-sponsored group health plan to Members covered under the Plan. Account is responsible for including the value of any such incentives or value-added benefits as reported by Wellmark to Account in the applicable employees' wages for federal or state income tax, employment tax, and Form W-2 reporting purposes; and

- j. If the Account has a Grandfathered Health Plan, Account shall provide Wellmark with written notice, at least sixty (60) days prior to the effective date, of any change in the employer contribution information or any other information that may impact the Grandfathered Health Plan determination. Upon any renewal of this Agreement, Account shall provide a written representation to Wellmark regarding Account's contribution rate for the Plan Year covered by the renewal.

2.2 **Payment of Premium; Automatic Funds Withdrawal; Interest Charges on Late Payments.**

- a. Wellmark shall bill Account and Account agrees to pay to Wellmark, at Wellmark's office, in advance and when due, the full premium amounts billed for Members' health coverage. Such payment may be made by wire transfer, check, electronic (ebilling) payment, or automatic funds withdrawal and must be received in Wellmark's offices before 2:00 p.m. Central Time on the due date. If Account elects automatic funds withdrawal, it shall execute the necessary authorization. Any portion of the premium that is deducted from Plan Members' wages, salaries or commissions, as authorized by such Plan Members, shall be held by Account and shall be promptly delivered to Wellmark.
- b. If Account elects to authorize automatic funds withdrawal from a deposit account, the automatic withdrawal shall change periodically to correspond with the applicable premium, service fee, and any other applicable taxes or fees. Account's authorization for automatic funds withdrawal shall include authorization for automatic withdrawal of any changed amount unless Account calls or provides its bank with written notice not less than three (3) business days before a scheduled withdrawal to stop the payment. If Account calls its bank to stop payment, Account may be required to provide a written request within fourteen (14) days after the call. Account will be responsible for any fee assessed by its bank for stop-payment orders made by Account.
- c. If the Account fails to make premium payments in full when due, Wellmark may terminate this Agreement as provided in Section 7.4, Termination for Nonpayment of Premium, and premiums shall include an interest charge on the current premium from the due date until payment is made in full at the then current prime rate as published periodically in the Midwest edition of The Wall Street Journal plus two percent (2%). Late fees are calculated on the entire premium amount due regardless of any partial payments. If Account's payment is returned for insufficient funds Wellmark reserves the right to impose additional fees. The acceptance by Wellmark of any late premium payments or partial payments shall not constitute a waiver of any rights under this Agreement. If Account fails to make payments when due for two or more consecutive months, Wellmark may impose additional late fees of up to eighteen percent (18%) per annum.

2.3 **Enrollment Information; Account Size; Social Security Number Reporting; Information Requirements.**

- a. Account agrees to furnish Wellmark with reports, data, and information, including but not limited to, the number of employees for purposes of determining group size, eligibility, enrollment information, physical home address, and Social Security number for each Member, benefit selection or benefit changes for the Plan, and information necessary for the administration of the Plan. Account shall provide all such information in a time, form, format, and manner required by Wellmark and is responsible for the timeliness, integrity, retention, and accuracy of information and records provided to Wellmark. Account represents to Wellmark that it has accurately reported the average number of full-time, part-time, and seasonal employees it employed on business days during the preceding calendar year regardless of eligibility for the Plan.
- b. Account acknowledges that IRS Form 1095-B must be provided annually to Members and to the IRS. To accomplish correct reporting, Account shall provide to Wellmark in the time and manner requested the Account's legal name, Employer Identification Number ("**EIN**"), and the names and Social Security numbers of all Plan Members and Members. Account's failure to provide the required information may result in tax penalties including a \$50 penalty per violation.
- c. Wellmark shall be entitled to rely upon such information in determining any person's rights to benefits under the Plan, in determining the availability or renewability of health plans that may be offered to Account, in making required filings with state or federal government agencies, and in discharging its responsibilities under this Agreement. Account recognizes the importance to the successful provision of the administrative services the timely, accurate, and complete reporting of the information set forth in this section and should that reporting be inaccurate, untimely, or incomplete, Wellmark shall not be responsible for the provision of the administrative services affected by such inaccuracy or delay.
- d. Eligibility or enrollment information shall be provided to Wellmark in a standard medium and layout using Wellmark's proprietary format, the HIPAA ANSI 834 standard format, or an application such as BluesEnroll, unless the parties agree in writing to a non-standard format or application. Account acknowledges that it may be responsible for additional fees if it uses a non-standard format or if Wellmark is required to perform a comparison study of the full eligibility file.

2.4 **Account Representation regarding Eligibility; Notice of Persons Eligible for Coverage; Changes in Eligibility.** Account represents to Wellmark that the terms of any eligibility criteria, conditions, and/or waiting period imposed under the Plan are, and shall be for so long as this Agreement is in effect, in compliance with all applicable laws and regulations, including specifically, the prohibition on excessive waiting periods and applicable provisions on non-discrimination. Account shall enroll persons eligible for coverage in the Plan in advance of each person's effective date of coverage and shall provide Wellmark with each person's name, Plan selection, Social Security number, and other required identifying information. Account shall provide all initial enrollment

Item G.2.e.

information in advance of the Effective Date of this Agreement. As new persons become eligible, or as eligibility changes occur, including any special enrollment events that require a person to be offered coverage or changed to a different enrollment status such as COBRA, Account shall provide Wellmark with updated required information as such changes occur. Account shall provide Wellmark with enrollment updates no less often than weekly and in advance of the effective date of the change if possible. Account's delay in providing eligibility changes more than three (3) months following the effective date of the change shall delay the requested effective date of coverage for the person and may cause Incurred Claims not to be paid.

2.5 **Notice of Persons Terminated or No Longer Eligible for Coverage; Account's Liability for Premiums or Claims Paid for Ineligible Individuals.** Account shall notify Wellmark of each person's termination or ineligibility for coverage under the Plan in advance, but in no event no later than three (3) months following the requested date of coverage termination. No requested coverage termination shall be effective any earlier than three (3) months prior to the date Wellmark receives the required notice from Account. If Incurred Claims prior to the date Wellmark is notified of the coverage termination have been paid and are not recouped, Account shall be responsible for the monthly premium or the Claims Paid. For Claims Paid prior to the date Wellmark is notified of the coverage termination related to pharmacy services or supplies, Account shall pay the monthly premium or the amount of the Claims Paid. For Claims Paid prior to the date Wellmark is notified of the coverage termination for all other services or supplies, Wellmark shall, at its election, (a) attempt to recoup such payments from the individual or the involved provider, unless Wellmark determines recoupment is not feasible under the circumstances, or extends beyond an eighteen (18) month recoupment period; or (b) bill Account for the monthly premium for the individual and Account shall pay the amount due to Wellmark.

2.6 **Medicare Secondary Payer ("MSP").** Federal law mandates coordination of health care benefits in certain instances where a Member is covered under both a group health plan and Medicare. Proper coordination of benefits in this context depends on obtaining and maintaining accurate and timely information regarding such dual health coverage. Pursuant to contract and applicable law, Wellmark provides information to Centers for Medicare and Medicaid Services ("CMS") regarding such dual health coverage for Members and Account enrollment on a quarterly or more frequent basis.

In the event Account does not timely provide to Wellmark information requested by Wellmark regarding Account's size and status and Employer Identification Number ("EIN")(s), or does not gather and timely provide information to Wellmark concerning the Medicare enrollment of Members, Account enrollment, and related information (including, without limitation, Member Social Security numbers), or such other information as requested by Wellmark for inclusion on the Confirmation of MSP form submissions and other disclosures, Account shall be solely responsible for non-compliance with MSP laws and other requirements, including, without limitation, any damages, losses, taxes, interest charges, and administrative penalties (including, without limitation, any civil money penalties) that may be assessed or otherwise result in connection therewith (including, without limitation, any claims by Members, providers or other claimants), and mistaken payments to CMS on behalf of Medicare enrolled Members.

2.7 **Grandfathered Health Plan Representation.** In the event Account is being issued a new Agreement by Wellmark and the Plan is to be treated by Wellmark as a Grandfathered

Health Plan, Account represents and warrants to Wellmark that (a) its prior health plan coverage was, immediately prior to termination of such coverage, a Grandfathered Health Plan, and (b) the Plan will include no changes that will result in loss of treatment as a Grandfathered Health Plan as of the Effective Date.

**ARTICLE 3
WELLMARK'S RESPONSIBILITIES**

3.1 **Determination of Claims; Administrative Services.** During the Term of this Agreement and subject to Account's payment to Wellmark, when due, of the premiums and other fees for coverage, Wellmark shall provide the health insurance coverage and administrative services as specified in this section as follows:

- a. Wellmark shall provide Account with Benefits Document(s) setting forth the insurance protection, benefits, terms and conditions of the Plan for delivery to Plan Members;
- b. Wellmark shall provide access to a network(s) of health care providers and shall make information about the network and network providers available to Members;
- c. Wellmark shall prepare, print, and deliver identification cards to Plan Members;
- d. Wellmark will perform its administrative services and retain records regarding such administrative services in compliance with applicable laws, including, but not limited to, applicable provisions on non-discrimination;
- e. Wellmark shall provide or make available to Account forms of ACA or HIPAA required notices, including the summary of benefits and coverage ("**SBC**") and applicable HIPAA notices relating to health coverage portability such as the Special Enrollment Notice. Wellmark shall make available the uniform glossary of insurance-related terms;
- f. Wellmark shall determine benefits and process Incurred Claims for health services furnished Members in accordance with the terms, limitations and conditions set forth in the Plan, the Benefits Document(s), this Agreement, applicable laws and regulations, the terms of the applicable provider agreements, and the claims administration and medical policies of Wellmark, all of which may be revised from time to time. Processing of claims includes payment and reporting of benefits to providers or Members, coordination of benefits, and the monitoring, detection, and investigation of potentially abusive or fraudulent claims submitted by providers or Members. Wellmark reserves the right to terminate individuals from the Plan that it has determined are ineligible for coverage. Except as provided in Sections 2.4 and 2.5 of this Agreement, Wellmark shall not be required to reprocess claims as a result of any changes made to information relating to a Member or the Member's benefits;
- g. Wellmark shall maintain a single-level internal appeal procedure for Members to appeal adverse benefit determinations and shall have a process for responding to external review requests of final internal adverse benefit determinations, in accordance with applicable Plan and regulatory requirements; and

Item G.2.e.

- h. Wellmark shall exercise its discretion to make determinations in connection with the administration of this Agreement and the Plan including, without limitation, determinations regarding whether health care services are medically necessary in accordance with Plan terms or whether charges for health care services are reasonable. Wellmark shall make determinations that are not arbitrary or capricious and such determinations shall be final and conclusive to the extent permitted by this Agreement, the terms of the Benefits Document, and by law.
- 3.2 **Medical Management and Well-being Consulting Services.** Wellmark may, at its sole discretion, offer or arrange for various Medical Management and Well-being Consulting Services to be available to Members for no additional cost. Account may, at its option, elect to purchase additional services. Medical Management and Well-being Consulting Services may be changed, replaced, or discontinued from time to time and may be modified or removed at any time without notice or amendment of this Agreement.
- 3.3 **Value-Added Services; Identity Protection.** Wellmark, at its sole discretion, may offer or arrange for value-added services or benefits for Account and its Members, including, for example, Member Identity Protection services from a third-party vendor. Identity Protection services are offered at no additional charge to Account or Members. Account may at its option accept or reject Identity Protection services for its Members.
- 3.4 **Change of Premium.** The premium rates are effective as of the Effective Date, provided, however, that premiums or other fees may be changed by Wellmark at any time during the Term upon thirty (30) days written notice to Account. Premium rates will be changed at renewal. Any premium changes will be reflected on Account's monthly bill.

ARTICLE 4

CONFIDENTIAL INFORMATION; REPORTING; EXAMINATION OF RECORDS

- 4.1 **Protected Health Information.** Account and Wellmark shall not disclose or use Members' Protected Health Information except in accordance with applicable law including, when required, receipt of proper authorization from the individual involved.
- 4.2 **Non-Disclosure of Confidential Information.** All information and data collected or developed by Wellmark related to claims, cost, utilization, outcomes, quality, and financial performance of the Plan in connection with this Agreement shall be referred to as "**Data**". Without limiting the foregoing, the term "Data" includes any claims, payment, and pricing information relating to, but not limited to, Medical Management and Well-being Consulting Services, and pharmacy benefits provided by Wellmark, its vendors, or its pharmacy benefits manager(s) to Account. Wellmark may provide Account with reports derived from the Data. In recognition of the fact the Data may contain confidential, proprietary, or personally identifiable financial or health information, including Protected Health Information, the following additional provisions apply to Data that is not de-identified:
 - a. The Data shall be used solely for payment and health care operations and shall not be disclosed or otherwise made available to any entity or person except those value-based programs, health care providers, business associates, employees, or agents who have a legitimate need to have knowledge of the Data or as otherwise permitted by law;

- b. Safeguards shall be adopted by the parties as necessary to ensure that such Data remains confidential; and
 - c. Employees and agents of the parties shall be instructed regarding the penalties for unauthorized disclosures of the Data, not to use the Data except to the extent required by the employee's or agent's job, and to use the Data only as allowed by law.
- 4.3 **Wellmark's Right to Use Confidential Information.** Wellmark shall have the right to de-identify or remove direct identifiers from the Confidential Information so that it no longer constitutes Protected Health Information, and so that such Confidential Information is no longer identifiable with respect to Account, and to aggregate such de-identified Confidential Information for any purpose whatsoever; provided that such use is in accordance with all applicable laws, including but not limited to HIPAA. Such Confidential Information, after it is de-identified or limited pursuant to HIPAA, shall no longer be subject to Section 4.2 and shall thereafter be Wellmark's property.
- 4.4 **Right to Examine Records.** Wellmark or its authorized representative may at its own expense examine the financial, enrollment, and claims records of Account reasonably related to the administration of this Agreement, as reasonably often as Wellmark deems appropriate, to reconcile enrollment information and records, to determine whether Account can make the payments required by this Agreement, or to determine payment of benefits under the Plan. Such examination shall be conducted during regular business hours, upon reasonable advance written notice. The examination period may cover the most recent twenty-four (24) months only, if applicable.
- 4.5 **Website Access and Reporting.** Wellmark may provide Account while this Agreement is in force with secured access to Wellmark's website, web-based applications, or other electronic databases with respect to the Plan and Members for the purpose of Plan administration and health care operations, reporting, billing, or for self-service. Web-based applications or databases with Member and Plan specific Confidential Information may be hosted or supported by third parties on Wellmark's behalf. If Account or a third party acting on Account's behalf accesses such websites or information, Account is subject to and agrees to all of the terms and conditions, including the confidentiality requirements of this Agreement, and security restrictions and user requirements as established by Wellmark with respect to such access, as such terms are set forth in the applicable Terms and Conditions posted at Wellmark's website (Wellmark.com).
- 4.6 **Survival.** Any obligations of either party to the other under this Article of the Agreement survive any termination of this Agreement.

**ARTICLE 5
PROVIDER PAYMENT ARRANGEMENTS; REBATES; VALUE-BASED PROGRAMS**

- 5.1 **Provider Payment Arrangements.** Wellmark will be responsible for negotiating and entering into separate payment arrangements with health care providers. Such provider payment arrangements and agreements shall apply to services by such providers for all Members entitled to benefits under plans insured or administered by Wellmark, including Members under this Plan.

Item G.2.e.

Wellmark shall determine, in its sole discretion, the payment arrangements with health care providers including, without limitation, the Maximum Allowable Fees for Incurred Claims. Without limiting the foregoing, Wellmark may compensate providers pursuant to a variety of payment arrangements, including the following:

- a. Fee for service arrangements, including, without limitation, per diem and percent of charge arrangements;
- b. Fixed fee or other payment methodology that is based on pre-determined criteria; or
- c. Episode of care arrangements under which payment is based on a pre-established rate for a health care encounter, including, without limitation, a hospital stay or outpatient visit. In the event such an arrangement is utilized, consistent with the methodology established by Wellmark for such arrangement, Wellmark is not required to impose cost share responsibility on Members for each Covered Service Members receive. An episode of care arrangement payment may cover both Covered Services and non-Covered Services that are incidental to the Covered Services.

5.2 **Non-Contracting or Non-Network Providers.** If the applicable Benefits Document provides benefits for Covered Services rendered by health care providers that have not contracted with Wellmark or another Blue Cross and Blue Shield Plan (“Non-Contracting Providers”), Members may be liable to Non-Contracting Providers for any difference between the Covered Charges and the Maximum Allowable Fee and Members are responsible for paying the provider in full.

5.3 **Premium Rebates.** In the event federal or state law requires Wellmark to pay Account or Plan Members a rebate for a portion of the annual premium payment, Wellmark will pay the Account the total rebate amount applicable to Account. In accordance with applicable law, the Account shall use the portion of the rebates attributable to the amount of premiums paid by Plan Members, if any, for the exclusive benefit of Plan Members so that the Plan Members receive the benefit of the rebates. The Plan Member portion of the rebates may be used to reduce the Plan Members' portion of the premiums in subsequent years or provided as a cash refund or, if the Plan is subject to ERISA, for other permissible Plan purposes.

Account shall develop and retain records and documentation evidencing its use of the rebates and shall provide such records to Wellmark upon request. If the Plan is neither a governmental plan nor a plan subject to ERISA, the Account agrees that it has provided or will provide Wellmark with written assurance that any rebates received by Account will be used to benefit current Plan Members.

5.4 **Disclosure of Prescription Drug Rebates.** Wellmark contracts with third-party pharmacy benefits manager(s) (“PBM”) to provide pharmacy benefits management services, including pharmacy network administration, claims adjudication, clinical services, and rebate management. PBM receives rebates from pharmaceutical manufacturers for claims for prescription drugs filled at PBM's participating network pharmacies for PBM's entire book of business and Wellmark receives rebates from the PBM for prescription drug claims processed by the PBM for Members. Any rebates Wellmark receives from the PBM for Members shall be retained by Wellmark. The rebates shall not be allocated or

distributed in any manner to Account or to Members nor shall the rebates be taken into account in determining any applicable deductibles, coinsurance, copayment, or out-of-pocket maximum amounts for which a Member is responsible.

- 5.5 **Value-Based Programs.** A “**Value-Based Program**” is an outcomes-based payment arrangement and/or a coordinated care model facilitated with one or more local providers that is evaluated against cost and quality metrics/factors and is reflected in provider payment. Wellmark or Host Blues may enter into collaborative arrangements with Value-Based Programs under which the health care organizations participating in such programs are eligible for financial incentives relating to quality and cost-effective care of Wellmark members. Identifiable Data regarding Account's Members may be included in information Wellmark or Host Blues provide to Value-Based Programs and used by the Value-Based Program and its providers.

**ARTICLE 6
LIABILITY OF THE PARTIES**

- 6.1 **Account's Liability.** Except as otherwise explicitly provided in this Agreement, Account agrees to release, hold harmless, and indemnify Wellmark and its employees, officers, and directors against any and all amounts, expenses, losses, liability, claims, lawsuits, injuries, damages, taxes, interest charges, administrative penalties, and other costs or obligations, including reasonable attorneys' fees and court costs, for which Wellmark may become liable:
- a. due to a release of Confidential Information to Account, the Plan, or a third party at Account's direction or arising out of any improper use of Confidential Information by Account or such third party;
 - b. due to Account's failure to timely provide requested information to Wellmark for inclusion on the Confirmation of MSP form submissions and other disclosures that relate to Account's size and status, EIN(s), the Medicare enrollment of Members, Account enrollment, and related information (including, without limitation, Member Social Security numbers), or such other information requested by Wellmark resulting in processing of claims not in compliance with MSP laws and other requirements in accordance with Section 2.6;
 - c. due to Account's failure to comply with applicable law relating to issuing or failing to issue the required notices in accordance with Section 2.1(d);
 - d. due to Account's failure or delay in providing complete, timely, and accurate reports, data, and information regarding group size and number of employees, eligibility, enrollment, and Social Security numbers for each Member, changes to Account name, EIN, address, benefit selection, limitations, exclusions, or benefit changes for the Plan, and other information necessary for Wellmark to prepare IRS Form 1095-B reporting to the Internal Revenue Service, or administer the terms, coordination of benefits, limitations, and exclusions contained in the Plan;
 - e. due to the Account's or its employees' or agents' negligence or material breach of their obligations under this Agreement, except to the extent that any such losses are caused by the negligence or willful misconduct of Wellmark; or

Item G.2.e.

- f. arising from any other acts or omissions of Account that constitute a material breach of an obligation hereunder or which, in the aggregate, constitute a failure on the part of Account to perform its obligations under this Agreement in accordance with the provisions of this Agreement.

6.2 **Wellmark's Liability.** Except as otherwise explicitly provided in this Agreement, Wellmark agrees to release, hold harmless, and indemnify Account and its employees, officers, and directors against any and all amounts, expenses, losses, liability, claims, lawsuits, injuries, damages, taxes, interest charges, administrative penalties, and other costs or obligations, including reasonable attorneys' fees and court costs, for which Account may become liable arising from any allegation of a breach of confidentiality arising out of the release of Confidential Information to Wellmark or a third party at Wellmark's direction or arising out of any improper use of Confidential Information by Wellmark or such third party.

6.3 **Disclaimer of Warranties; Limitation of Liability.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, WELLMARK DOES NOT MAKE AND HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, REGARDING ANY OF THE SERVICES WELLMARK PROVIDES OR ARRANGES TO PROVIDE UNDER THIS AGREEMENT. IN NO EVENT SHALL WELLMARK BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES, LOSS OF DATA OR LOST PROFITS, EVEN IF WELLMARK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY REPRESENTS THE ALLOCATION OF RISK BETWEEN THE PARTIES AS REFLECTED IN THE PRICING HEREUNDER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES.

THE MEDICAL MANAGEMENT AND WELL-BEING CONSULTING SERVICES ARE EDUCATIONAL AND INFORMATIONAL TOOLS ONLY AND DO NOT CONSTITUTE CLINICAL SERVICES. HEALTH INFORMATION PROVIDED BY WELLMARK OR VENDORS OR THEIR AFFILIATES IS BASED ON MEDICAL LITERATURE. HOWEVER, USE OF SUCH INFORMATION IS NOT INTENDED TO REPLACE PROFESSIONAL MEDICAL ADVICE AND CARE FROM A HEALTH CARE PROFESSIONAL. THE HEALTH INFORMATION IS INTENDED TO HELP PEOPLE MAKE BETTER HEALTH CARE DECISIONS AND TAKE GREATER RESPONSIBILITY FOR THEIR OWN HEALTH, BUT MAY NOT RESULT IN ACTUAL ACHIEVEMENT OF THESE GOALS. ACCOUNT EXPRESSLY ACKNOWLEDGES AND AGREES THAT WELLMARK IS NOT RESPONSIBLE FOR THE RESULTS OF ITS MEMBERS' USE OF SUCH INFORMATION INCLUDING, BUT NOT LIMITED TO, MEMBERS CHOOSING TO SEEK OR NOT TO SEEK PROFESSIONAL MEDICAL CARE, OR MEMBERS CHOOSING OR NOT CHOOSING SPECIFIC TREATMENT. WELLMARK DOES NOT MAKE AND HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE MEDICAL MANAGEMENT AND WELL-BEING CONSULTING SERVICES, THEIR ABILITY TO REDUCE COSTS, OR IMPROVE OUTCOMES.

6.4 **Grandfathered Health Plan Disclaimer.** Account has the sole obligation to determine the status of its Plan as either a Grandfathered Health Plan or a Non-Grandfathered Health Plan.

Wellmark does not make any representation or warranty and Wellmark expressly disclaims any and all representations or warranties, oral or written, regarding the past, present, or future Grandfathered Health Plan status of the Plan.

No federal or state official has determined that this Plan qualifies as a Grandfathered Health Plan, and to the extent that this Plan is determined to be eligible as a Grandfathered Health Plan, Wellmark makes no representation or warranty that this status will be retained during the current Plan Year or any future renewal.

Wellmark is not responsible and shall not be liable for any claims, costs, liabilities, losses, penalties, damages or other expenses of any kind whatsoever that, directly or indirectly, arise from or relate to this Plan's past, present and future Grandfathered Health Plan status, lack thereof, or any changes regarding the Plan's past, present and future Grandfathered Health Plan status, including, but not limited to, any representation made by any employee, broker, agent, or independent contractor of Wellmark regarding this Plan's past, present and future Grandfathered Health Plan status.

- 6.5 **No Testing for Non-Grandfathered Health Plans.** Wellmark will not determine whether coverage is discriminatory or otherwise in violation of Internal Revenue Code Section 105(h). Wellmark also will not provide any testing for compliance with Internal Revenue Code Section 105(h) and will not be held liable for any penalties or other losses resulting from Account offering coverage in violation of Section 105(h).
- 6.6 **Survival.** The indemnities set forth in this Article, including any liability of either party to the other for indemnification shall survive the termination of this Agreement.

**ARTICLE 7
TERM AND TERMINATION**

- 7.1 **Term of Agreement.** This Agreement shall become effective on the Effective Date and thereafter shall continue in force until replaced by a subsequently issued Agreement or terminated as elsewhere provided in this Agreement.
- 7.2 **Termination by Account.** This Agreement may be terminated by the Account upon providing Wellmark ten (10) days prior written notice in advance of the termination date. In the absence of ten (10) days prior written notice by Account, Account shall be responsible for any and all fees and/or premiums billed to Account by Wellmark. Account is solely responsible for notifying its Plan Members of the termination of this Agreement.
- 7.3 **Termination by Wellmark.** Wellmark may only nonrenew or discontinue this Agreement for one or more of the following reasons:
 - a. Account fails to make payment on time and in full of fees and premiums as required under this Agreement;
 - b. Account's fraud or intentional misrepresentation of a material fact under this Agreement, including the situation in which Account made a material representation to Wellmark in connection with the issuance of this Agreement and such representation is no longer accurate or correct;
 - c. Account's noncompliance with Wellmark's minimum participation requirements;

Item G.2.e.

- d. Account's noncompliance with Wellmark's employer contribution requirements;
- e. Wellmark ceases to offer this type of small group or large group coverage in Iowa in accordance with Section 7.6;
- f. the Commissioner of Insurance for the state of Iowa finds that continuation of the coverage would not be in the best interest of the Members;
- g. the renewal or continuation of this Agreement would otherwise be prohibited by applicable law.

Account shall be deemed to be in noncompliance of subsection c or d, above regarding participation or contribution requirements, upon Account's failure to provide reasonable documentation requested by Wellmark to satisfy its inquiry.

7.4 Termination for Nonpayment of Premium. Wellmark may terminate this Agreement at any time, upon ten (10) days written notice to Account, if Account fails to make complete payments, including late fees, when due, in accordance with this Agreement. Account is solely responsible for notifying its Plan Members of the termination of this Agreement for nonpayment or for any other reason.

7.5 Effects of Termination. If Wellmark terminates this Agreement for nonpayment, Wellmark shall not be required to pay any Incurred Claims for services received after the date of termination.

7.6 Uniform Termination of Coverage.

- a. If Wellmark decides to discontinue offering the type of coverage provided under this Agreement in the small and/or large group market, such coverage may be discontinued only if:
 - i. Wellmark provides notice to each Account, and all Plan Members under this type of coverage in such market of the discontinuation at least ninety (90) days prior to the date of discontinuation of such coverage; and
 - ii. Wellmark offers to each Account covered under this type of coverage in such market the option to purchase all (or, in the case of the large group market, any) other coverage currently being offered by Wellmark to groups in such market.
- b. If Wellmark elects to discontinue all coverage in the small and/or large group markets in Iowa, it may discontinue coverage under this Agreement only if Wellmark provides notice to each Account, all Plan Members covered under such coverage, and the Commissioner of Insurance for the state of Iowa of such discontinuation at least one hundred eighty (180) days prior to the date of such discontinuance.

7.7 Survival. Any liability of either party to the other for amounts owed or owing under this Agreement, unless such amounts are de minimus, shall not be extinguished by the termination of this Agreement.

ARTICLE 8

BLUE CROSS AND BLUE SHIELD DISCLOSURES AND INTER-PLAN ARRANGEMENTS

- 8.1 **Blue Cross and Blue Shield Disclosure Statement.** Account on behalf of itself and its Members, hereby expressly acknowledges its understanding this Agreement constitutes a contract solely between Account and Wellmark, which is an independent corporation operating under licenses from the Blue Cross Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans (the "**Association**"), permitting Wellmark to use the Blue Cross and Blue Shield Service Marks in the state of Iowa, and that Wellmark is not contracting as the agent of the Association. Account on behalf of itself and its Members, further acknowledges and agrees that it has not entered into this Agreement based upon representations by any person other than Wellmark and that no person, entity, or organization other than Wellmark shall be accountable or liable to Account for any of Wellmark's obligations to Account created under this Agreement. This section shall not create any additional obligations whatsoever on the part of Wellmark other than those obligations created under other provisions of this Agreement.
- 8.2 **Account Locations or Members Outside of Iowa.** Account understands and agrees that Wellmark defines a National Account as a company headquartered and located in Iowa that also has employees in other states whose claims are processed through Inter-Plan Arrangements. If Account is headquartered in Iowa, any employees or persons associated with Account are eligible for coverage under the Account's Plan, including those employed or working at Account locations outside Iowa. If Account is not headquartered in Iowa, only those employees or individuals associated with the Iowa business locations are eligible for coverage under the Account's Plan, and coverage will be void for any persons associated with Account locations outside of Iowa. Eligibility of persons located outside of Iowa, or associated with Account locations outside of Iowa, is subject to applicable law and Association guidelines.
- 8.3 **Out-of-Area Services.** Wellmark has a variety of relationships with other Blue Cross and/or Blue Shield Licensees referred to generally as "**Inter-Plan Arrangements.**" These Inter-Plan Arrangements operate under rules and procedures issued by the Blue Cross Blue Shield Association ("**Association**"). Whenever Members access health care services outside the geographic area Wellmark serves, the claim for those services may be processed through one of these Inter-Plan Arrangements. The Inter-Plan Arrangements are described generally below.

Typically, when accessing care outside the geographic area Wellmark serves, Members obtain care from health care providers that have a contractual agreement ("**participating providers**") with the local Blue Cross and/or Blue Shield Licensee in that other geographic area ("**Host Blue**"). In some instances, Members may obtain care from health care providers in the Host Blue geographic area that do not have a contractual agreement ("**nonparticipating providers**") with the Host Blue. Wellmark remains responsible for fulfilling its contractual obligations to Account. Wellmark payment practices in both instances are described below.

- a. **BlueCard® Program.** The BlueCard® Program is an Inter-Plan Arrangement. Under this Arrangement, when Members access Covered Services within the geographic area served by a Host Blue, the Host Blue will be responsible for

Item G.2.e.

contracting and handling all interactions with its participating providers. The financial terms of the BlueCard Program are described generally below.

- i. **Member Liability Calculation Method Per Claim.** Unless subject to a fixed dollar copayment, the calculation of the Member liability on claims for Covered Services processed through the BlueCard Program will be based on the lower of the participating provider's billed charges for Covered Services or the negotiated price made available to Wellmark by the Host Blue.
- ii. **Claims Pricing.** Host Blues determine a negotiated price, which is reflected in the terms of each Host Blue's provider contracts. The negotiated price made available to Wellmark by the Host Blue may be represented by one of the following:
 - a) An actual price. An actual price is a negotiated rate of payment in effect at the time a claim is processed without any other increases or decreases; or
 - b) An estimated price. An estimated price is a negotiated rate of payment in effect at the time a claim is processed, reduced or increased by a percentage to take into account certain payments negotiated with the provider and other claim- and non-claim-related transactions. Such transactions may include, but are not limited to, anti-fraud and abuse recoveries, provider refunds not applied on a claim-specific basis, retrospective settlements, and performance-related bonuses or incentives; or
 - c) An average price. An average price is a percentage of billed charges for Covered Services in effect at the time a claim is processed representing the aggregate payments negotiated by the Host Blue with all of its health care providers or a similar classification of its providers and other claim- and non-claim-related transactions. Such transactions may include the same ones as noted above for an estimated price.

The Host Blue determines whether it will use an actual, estimated, or average price. Host Blues using either an estimated price or an average price may prospectively increase or reduce such prices to correct for over- or underestimation of past prices (i.e., prospective adjustment may mean that a current price reflects additional amounts or credits for claims already paid to providers or anticipated to be paid to or refunds received or anticipated to be received from providers. However, the BlueCard Program requires that the amount paid by the Member is a final price; no future price adjustment will result in increases or decreases to the pricing of past claims. The method of claims payment by Host Blues is taken into account by Wellmark in determining Account's premiums.

In some instances federal or state laws or regulations may impose a surcharge, tax or other fee. If applicable, Wellmark will include any such surcharge, tax or other fee in determining Account's premium.

b. **Nonparticipating Providers Outside Wellmark's Service Area.**

Member Liability Calculation.

- i. **In General.** When Covered Services are provided outside of Wellmark's service area by nonparticipating providers, the amount(s) a Member pays for such services will be based on either the Host Blue's nonparticipating provider local payment or the pricing arrangements required by applicable state law. In these situations, the Member may be responsible for the difference between the amount that the nonparticipating provider bills and the payment Wellmark will make for the Covered Services as set forth in this paragraph. Payments for out-of-network emergency services will be governed by applicable federal and state law.
- ii. **Exceptions.** In some exception cases, Wellmark may pay claims from nonparticipating providers for Covered Services outside of Wellmark's service area based on the provider's billed charge. This may occur in situations where a Member did not have reasonable access to a participating provider, as determined by Wellmark or by applicable law. In other exception cases, Wellmark may pay such claims based on the payment Wellmark would make if Wellmark were paying a nonparticipating provider for the same Covered Services inside of Wellmark's service area. This may occur where the Host Blue's corresponding payment would be more than Wellmark's in-service area nonparticipating provider payment. Wellmark may choose to negotiate a payment with such a provider on an exception basis.

Unless otherwise stated, in any of these exception situations, the Member may be responsible for the difference between the amount that the nonparticipating provider bills and the payment Wellmark will make for the Covered Services as set forth in this paragraph.

c. **Blue Cross Blue Shield Global™ Core.**

General Information. If Members are outside the United States, the Commonwealth of Puerto Rico, and the U.S. Virgin Islands (hereinafter: "**BlueCard service area**"), they may be able to take advantage of the Blue Cross Blue Shield Global Core when accessing Covered Services. The Blue Cross Blue Shield Global Core is not served by a Host Blue.

Inpatient Services. In most cases, if Members contact the Blue Cross Blue Shield Global Core Service Center for assistance, hospitals will not require Members to pay for covered inpatient services, except for their cost-share amounts. In such cases, the hospital will submit Member claims to the Blue Cross Blue Shield Global Core Service Center to initiate claims processing. However, if the Member paid in full at the time of service, the Member must submit a claim to obtain reimbursement for Covered Services. **Members must contact Wellmark to obtain precertification for non-emergency inpatient services.**

Item G.2.e.

ARTICLE 9 MISCELLANEOUS

- 9.1 **Change of Agreement.** If Account makes changes in the Plan, Account shall give Wellmark sufficient advance notice of such changes. If Account makes any material changes in the Plan or in the health care benefits described in the Benefits Document, including the addition or deletion of benefits, or makes material changes in membership or eligibility requirements, such as a change in the number of enrolled individuals of ten percent (10%) or more, types of coverage offered, business entities covered, or offerings of other health insurers' coverage to eligible individuals, Wellmark shall have the right at its option to amend this Agreement, including an adjustment of premiums.
- 9.2 **Use of Trademarks and Names.** Wellmark and Account reserve the right to control the use of their respective corporate names and any other respective symbols, assumed names, trademarks, and service marks, presently existing or subsequently established. Wellmark and Account agree not to use the corporate name, symbol, assumed names, trademarks, or service marks of the other in advertising, promotional materials, or otherwise without the prior written consent of the other. Any previously approved usage shall cease immediately upon the termination of this Agreement and any materials using such names or marks are the property of the appropriate namesake and shall be returned to the appropriate property owner upon request or at the termination of this Agreement.
- 9.3 **Complete Agreement; Amendments.** This Agreement, including, without limitation, any Exhibits or amendments hereto, the employer contribution information form, and the COBRA Administrative Services Agreement or Addendum, if any, constitute the complete and exclusive agreement and statement of the relationship between the parties with regard to the subject matter of this Agreement and supersedes all related discussions, understandings, proposals, exhibits, amendments, prior and concurrent agreements, representations and warranties, whether oral or written, and any other communications between the parties in regard to the subject matter hereof. A copy of the Account's application, if any, is attached to this Agreement or shall be furnished to Account within thirty (30) days after the Agreement is issued. All statements made by the Account or by the Members are deemed to be representations and not warranties. No statement made by any person insured shall be used in any contest unless a copy of the document containing the statement is furnished to such person. This Agreement, including, without limitation, any Exhibits hereto, may be amended from time to time by Wellmark, and such amendments to this Agreement shall be effective only when the written amendment has been signed by an authorized representative of Wellmark and delivered in accordance with Section 9.9. This Agreement shall take precedence over any other documents that may be in conflict with it.

Notwithstanding the foregoing, if this Agreement supersedes a prior Agreement, health services with an Incurred Date prior to the Effective Date of this Agreement shall be processed pursuant to the terms of the applicable superseded Agreement.

- 9.4 **Force Majeure.** The parties to this Agreement shall be excused from any performance under this Agreement, other than payment of amounts due, for any period and to the extent they are delayed, restricted, or prevented from performing under this Agreement as a result of an act of God, war, civil disturbance, court order, labor dispute, act of terrorism, or other cause beyond their reasonable control.

- 9.5 **Limitation of Action.** Notwithstanding Sections 4.6, 6.6, and 7.7, no legal or equitable action or claim, may be brought against Wellmark for an action or claim arising under or relating to this Agreement more than two (2) years after the cause of action arose.
- 9.6 **Assignment.** The Agreement shall be binding on the parties and their respective successors and permitted assigns. Neither party may assign this Agreement to any third party, in whole or in part, without the prior written consent of the other; provided, however, Wellmark may assign this Agreement, in whole or in part, to any entity that controls, is controlled by, or is under common control with Wellmark.
- 9.7 **Waiver.** The failure of any party to enforce any terms or provisions of the Agreement shall not be deemed or construed to be a waiver of the enforceability of such provision. Similarly, the failure to enforce any remedy arising from a default under the terms of the Agreement shall not be deemed or construed to be a waiver of such default. Any waiver of any provision of this Agreement, and any consent to any departure from the terms of any provision of this Agreement, shall be effective only in the specific instance and for the specific purpose for which made or given.
- 9.8 **Nature of Relationship; Authority of Parties.** Nothing contained in this Agreement and no action taken or omitted to be taken by Account or Wellmark pursuant hereto shall be deemed to constitute Account and Wellmark a partnership, an association, a joint venture or other entity whatsoever. Wellmark shall at all times be acting as an independent contractor under this Agreement. No party has the authority to bind the other in any respect whatsoever.
- 9.9 **Notices and Communication.** The parties shall be entitled to rely upon any communication or notice from the other in connection with this Agreement to be genuine, truthful, and accurate, and to have been authorized, signed, or issued by an officer or agent of such entity empowered to make such representation on behalf of the entity.

Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed given when delivered personally, placed in the U.S. mail (postage prepaid), delivered to a recognized courier service for delivery (delivery charges prepaid), or sent by electronic means and addressed to the last address furnished in writing. Until another address is furnished in writing, notice to Account may be addressed to the address as it appears in Wellmark's records.

Notice to Wellmark may be addressed:

Wellmark Blue Cross and Blue Shield of Iowa
Attention: Procurement and Contracts
1331 Grand Avenue
Des Moines, Iowa 50309-2901

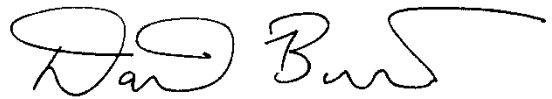
- 9.10 **State of Issue; Applicable Law; Venue.** This Agreement is issued and delivered in the state of Iowa and is performed in Des Moines, Iowa. To the extent not superseded by the laws of the United States and without regard to any conflict of law rule, this Agreement shall be construed in accordance with and governed by the laws of the state of Iowa. Any action in regard to this Agreement or arising out of the terms of this Agreement shall be instituted and litigated in the Iowa District Court or the United States District Court located in Des Moines, Polk County, Iowa, and no other.

Item G.2.e.

**ARTICLE 10
EFFECTIVENESS OF AGREEMENT AND WAIVER OF JURY TRIAL**

THIS AGREEMENT shall be deemed to be effective and in full force as of the Effective Date upon the affixation of Wellmark's authorized signature below and the Account's payment to Wellmark of the premium required by this Agreement. **ACCOUNT AND WELLMARK WAIVE ANY RIGHT TO A JURY TRIAL WITH RESPECT TO AND IN ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM, DEMAND OR OTHER MATTER WHATSOEVER ARISING OUT OF THIS AGREEMENT.**

Wellmark, Inc., doing business as
Wellmark Blue Cross and Blue Shield of Iowa

By: 

David S. Brown
Executive Vice President, Chief Financial Officer
and Treasurer

NOTICE OF PROTECTION PROVIDED BY IOWA LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION

This notice provides a brief summary of the Iowa Life and Health Insurance Guaranty Association (the "Association") and the protection it provides for policyholders. This safety net was created under Iowa law, which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that your life, annuity or health insurance company becomes financially unable to meet its obligations and is taken over by its Insurance Department. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Iowa law, with funding from assessments paid by other insurance companies.

The basic protections provided by the Association are:

Life Insurance

- \$300,000 in death benefits
- \$100,000 in cash surrender and withdrawal values

Health Insurance

- \$500,000 in basic hospital, medical-surgical or major medical insurance benefits
- \$300,000 in disability income protection insurance benefits
- \$300,000 in long-term care insurance benefits
- \$100,000 in other types of health insurance benefits

Annuities

- \$250,000 in annuity benefits, cash surrender and withdrawal values

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is \$350,000. Special rules may apply with regard to hospital, medical-surgical and major medical insurance benefits.

Note: Certain policies and contracts may not be covered or fully covered. If coverage is available, it will be subject to substantial limitations and exclusions. For example, coverage does not extend to any portion(s) of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. There are also various residency requirements under Iowa law.

To learn more about the Association and the protections it provides, as well as those relating to group contracts or retirement plans, please visit the Association's website at www.ialifeqa.org, or contact:

Iowa Life and Health Insurance
Guaranty Association
700 Walnut Street, Suite 1600
Des Moines, IA 50309
(515) 248-5712

Iowa Insurance Division
Two Ruan Center
601 Locust, 4th Floor
Des Moines, IA 50309-3738
(515) 281-5705

Information about the financial condition of insurers is available from a variety of sources, including financial rating agencies such as AM Best Company, Fitch Inc., Moody's Investors Service, Inc., and Standard & Poor's. That information may be accessed from the "Helpful Links & Information" page located on the website of the Iowa Insurance Division at www.iid.iowa.gov.

The Association is subject to supervision and regulation by the Commissioner of the Iowa Insurance Division. Persons who desire to file a complaint to allege a violation of the laws governing the Association may contact the Iowa Insurance Division. State law provides that any suit against the Association shall be brought in the Iowa District Court in Polk County, Iowa.

Insurance companies and agents are not allowed by Iowa law to use the existence of the Association or its coverage to encourage you to purchase any form of insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and Iowa law, then Iowa law will control.



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

TO: Mayor Brown and City Council Members

FROM: Brenda Balvanz, Personnel Specialist

DATE: June 14, 2018

SUBJECT: **FY19 Wellmark Blue Cross and Blue Shield Health Plan
Stop Loss Policy**

Attached for your approval is the health plan Stop Loss Policy and rate exhibit for FY19. If you have questions regarding the attached, please contact Jennifer Rodenbeck at 268-5108.

Attachment



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

STOP LOSS POLICY

WELLMARK, INC.

issued to

City of Cedar Falls

Stop Loss Policy Effective Date: July 1, 2018
Stop Loss Period: July 1, 2018 to June 30, 2019

Form Number: IA Wellmark, Inc. LG SLP

Version: 10/17

Item G.2.f.

STOP LOSS POLICY

THIS STOP LOSS POLICY (herein "**Policy**") is issued by Wellmark, Inc., doing business as Wellmark Blue Cross and Blue Shield of Iowa, an Iowa mutual insurance company, (herein "**Wellmark**") effective as of the first day of July 2018, ("**Effective Date**") to City of Cedar Falls (herein "**Account**").

RECITALS

1. Account is the plan sponsor of a self-funded group health plan (herein called "the **Plan**") within the meaning of and in accordance with applicable federal or state law for its common law employees and other eligible individuals. The Plan is designed, maintained and funded by Account and Account is solely responsible for Claims.
2. Account desires that Wellmark reimburse it for Claims Eligible for Reimbursement that satisfy the amounts and terms specified in this Policy. Account acknowledges this Policy provides it with reimbursement only for Claims meeting the terms and conditions specified in this Policy and Wellmark provides no insurance coverage for the Plan. Wellmark assumes no financial obligations except as specified in this Policy.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1 POLICY DEFINITIONS

- 1.1 "**Aggregate Deductible**" means the percentage of expected Claims Eligible for Reimbursement for all Members during the Stop Loss Period that is Account's liability before any reimbursement is made under the aggregate stop loss coverage of this Policy. The Aggregate Deductible amount is shown on **Exhibit "A"**, Stop Loss Premiums and Financial Terms, which is attached to this Policy and incorporated by this reference.
- 1.2 "**Attachment Point**" means the amount of expected Claims Eligible for Reimbursement per Plan Member for each benefit classification. The Attachment Point is used to determine Account's Aggregate Deductible and Minimum Aggregate Deductible and is shown on **Exhibit "A"**, Stop Loss Premiums and Financial Terms, which is attached to this Policy and incorporated by this reference.
- 1.3 "**Benefit Services Administrator**" means the company or companies providing health benefit plan administration services to Account pursuant to a separately executed administrative services agreement in effect during the Stop Loss Period as shown on **Exhibit "A"**, Stop Loss Premiums and Financial Terms.
- 1.4 "**Claims**" means the dollar amount of the Benefit Services Administrator's payment on behalf of the Account for covered health care services provided to Members under the terms of the Plan administered by the Benefit Services Administrator. Claims do not include: (a) amounts paid for health care services as a Plan exception made at the direction of Account; (b) amounts paid for health care services determined by the Benefits Services Administrator to be investigational or experimental as defined under the terms of the Plan; (c) amounts paid for health care services determined by the Benefits Services

Administrator to be not medically necessary as defined under the terms of the Plan; or (d) any amounts paid that are not for covered health care services under the terms of the Plan.

- 1.5 **"Claims Eligible for Reimbursement"** means Claims that have both an Incurred Date and Paid Date within the Stop Loss Period specified on Exhibit "A".
- 1.6 **"Incurred Date"** means the date health services are provided to Members. With regard to inpatient hospital or facility services, the date of the Member's admission to the facility is considered as the Incurred Date.
- 1.7 **"Individual Deductible"** means the fixed dollar amount of Claims Eligible for Reimbursement for each Member during the Stop Loss Period that is the Account's liability before any reimbursement is made under the individual stop loss coverage of this Policy. The Individual Deductible amount is shown on Exhibit "A".
- 1.8 **"Member"** means a person, including a Plan Member's spouse or eligible dependent children, who is eligible and enrolled to receive health benefits under the terms of the Plan as determined and identified by Account, while this Policy is in force. A Member includes a person enrolled in the Plan and entitled to receive benefits under the Plan during the Run-in Period who dies before the Policy Effective Date. A Member does not include an individual enrolled in the Plan during the Run-in Period who is not enrolled in the Plan on the Policy Effective Date.
- 1.9 **"Minimum Aggregate Deductible"** means an amount that is the Account's minimum liability under the aggregate stop loss coverage of this Policy. The Minimum Aggregate Deductible is the product of the number of Plan Members in effect for each Attachment Point, multiplied by each Attachment Point shown on Exhibit "A", multiplied by 90%. The results of the calculations shall be added together each month during the Stop Loss Period resulting in the year-to-date (YTD) Minimum Aggregate Deductible. The Minimum Aggregate Deductible is calculated at the beginning of the Stop Loss Period, based on the enrollment under each Attachment Point and may be recalculated during the Stop Loss Period due to a benefit change.
- 1.10 **"Paid Date"** means the date, on which a Claim payment is made by the Benefit Services Administrator. The Benefit Services Administrator may adjust Claims for a period of up to eighteen (18) months after the Claim is first processed. If a Claim is subsequently adjusted, the date of the final adjustment is considered the Paid Date, provided, however, that if a Claim is adjusted in accordance with a decision of an Independent Review Organization making an external review determination under applicable law, the date of the Benefit Services Administrator's internal adverse benefit determination is considered the Paid Date for purposes of this Policy.
- 1.11 **"Plan"** means the group health plan or plans established, sponsored and maintained by Account, the terms of which are described in the applicable Plan documents.
- 1.12 **"Plan Member"** means a common law employee or other individual identified by Account as a person eligible and enrolled to receive health benefits under the Plan subject to the terms, conditions, and limitations described in the Plan documents as administered by the Benefit Services Administrator.

Item G.2.f.

- 1.13 **“Protected Health Information” or “PHI”** means the same as the term “protected health information” in 45 CFR §160.103.
- 1.14 **“Run-In Period”** means the period of time set forth on Exhibit “A” prior to beginning of the Stop Loss Period, during which Claims may have Incurred Dates.
- 1.15 **“Stop Loss Claims”** mean amounts that qualify for reimbursement under this Policy.
- 1.16 **“Stop Loss Period”** means the period of time set forth on Exhibit “A” or the most recent revision to Exhibit “A” issued to Account and attached to this Policy and incorporated by this reference.
- 1.17 **“Stop Loss Premium”** means the amount that Wellmark charges Account for stop loss coverage. The Stop Loss Premium may include broker fees or commissions and is shown on Exhibit “A”.

ARTICLE 2 RESPONSIBILITIES OF ACCOUNT

- 2.1 **Payment of Premiums.** Wellmark shall bill Account and Account agrees to pay Wellmark the amount of the Stop Loss Premiums and any applicable taxes or fees billed for the preceding month. Such payment may be made by wire transfer, electronic (ebilling) payment, or automatic funds withdrawal. If Account elects automatic funds withdrawal, it shall execute the necessary authorization, including an authorization for automatic withdrawal of any changed amount as reflected on Account's bill. Any adjustments due to membership or eligibility changes shall be reflected on the billing for the month in which the membership or eligibility change is made. Adjustments to Stop Loss Premiums shall be limited to a period of three (3) months prior to the date the Benefit Services Administrator processes the Member eligibility change. The bill will show the amounts due and will also show any credits during the preceding month. Account shall promptly pay Wellmark at Wellmark's office, the total amount due, no later than the due date on the bill.
- 2.2 **Late Payments.** All payments must be paid on time and when due in accordance with Section 2.1. If the Account fails to make payments in full when due, Wellmark may discontinue the reimbursement of all Stop Loss Claims for the Account or may setoff or recoup late payments from other amounts that may be due to Account. Payments not made when due shall include an interest charge on the outstanding amounts from the due date until payment is made in full at the then current prime rate as published periodically in the Midwest edition of The Wall Street Journal plus two percent (2%). Late fees are calculated on the entire amount due regardless of any partial payments. The acceptance by Wellmark of any late payments or partial payments shall not constitute a waiver of any rights under this Policy. If Account fails to make payments when due for two or more consecutive months, Wellmark may impose additional late fees of up to eighteen percent (18%) per annum.
- 2.3 **Providing Information; Account Representations.** Account shall provide all information and representations reasonably necessary and as may be requested by Wellmark during the underwriting and issuance of this Policy and to establish loss for which reimbursement is claimed under this Policy. Account shall provide such information in a time, form, format, and manner required by Wellmark and is responsible for the timeliness, integrity, retention,

and accuracy of information and records provided to Wellmark. Wellmark shall be entitled to rely upon such information in underwriting and issuing this Policy and in discharging its responsibilities under this Policy. Account's failure to provide complete and timely information may cause Stop Loss Claims to be denied.

- 2.4 **Records Retention - Audit Privileges.** Account agrees that any records, including records from a third-party if applicable, relating to the submission or reimbursement of Stop Loss Claims shall be made available to Wellmark or its authorized representatives during and for a period of up to twenty-four (24) months following the end of a Stop Loss Period.
- 2.5 **Notice of Persons Eligible for Coverage.** Account shall notify Wellmark of individuals eligible and enrolled in the Plan and of changes in eligibility in accordance with the manner, time, and procedures set forth in the separate Administrative Services Agreement entered into between Account and the Benefit Services Administrator. Notwithstanding the effective date Account establishes for Member eligibility, no eligibility change shall be effective under this stop loss coverage more than three (3) months prior to the date the Benefit Services Administrator processes the Member eligibility change.
- 2.6 **Right of Reimbursement or Recovery.** In the event Account receives or is eligible to receive a payment or credit from a third-party or the Benefit Services Administrator for any portion of Claims, including, but not limited to, pharmaceutical manufacturer rebates, and Wellmark has previously paid or reimbursed Account for all or any portion of such Claims pursuant to this or a prior Stop Loss Policy, Account shall repay Wellmark the full amount of the recovery received by Account up to the full extent of Wellmark's stop loss payment(s), regardless of whether this Policy is in force on the date of Account's recovery. Such recovery or reimbursement cannot be used to satisfy any deductible or attachment point under this Policy.
- 2.7 **Subrogation Recovery.** Account acknowledges and agrees that Wellmark, as the stop loss carrier, has priority of any recovery in the event Stop Loss Claims exceed applicable attachment points or deductibles. Account shall pursue and prosecute any and all subrogation interests or other valid claims that Account may have against a third-party or any current or former Member who recovers or has a right of recovery from a third-party as a consequence of any occurrence resulting in Claims. If Account initiates any action for recovery, Account shall notify Wellmark of such action within ten (10) days of filing such action. Account shall cooperate with Wellmark and, upon request of Wellmark, Account shall execute and deliver to Wellmark an assignment and any other instrument that may be necessary to secure Wellmark's right of recovery. Account shall not waive any rights to pursue recovery from a third-party without Wellmark's written consent. Account may delegate responsibility for subrogation recovery services to the Benefit Services Administrator.

In the event Account recovers all or any portion of Claims from a third-party or from a current or former Member, and Wellmark has previously paid or reimbursed Account for all or any portion of such Claims pursuant to this or a prior Stop Loss Policy, Account shall repay Wellmark the full amount of the recovery received by Account up to the full extent of Wellmark's stop loss payment(s), regardless of whether this Policy is in force on the date of Account's recovery. Such recovery or reimbursement cannot be used to satisfy any deductible or attachment point under this Policy. On a case by case basis, and only if Wellmark has agreed in writing and in advance, Account may reduce the amount it repays

Item G.2.f.

to Wellmark by reasonable and necessary expenses incurred directly by Account in obtaining recovery from the third party.

ARTICLE 3 STOP LOSS COVERAGE

- 3.1 **Individual Stop Loss Coverage.** Wellmark shall reimburse Account for the excess amount when the Claims Eligible for Reimbursement for a Member exceed the Individual Deductible shown on Exhibit "A", subject to any Policy limitations set forth on Exhibit "A". Reimbursement is generally provided as a statement credit on Account's next statement from the Benefit Services Administrator.
- 3.2 **Aggregate Stop Loss Coverage.** Wellmark shall determine the aggregate stop loss coverage reimbursement as described in this Section.
- a. For each month of the Stop Loss Period, the monthly Claims Eligible for Reimbursement shall be calculated by accumulating all Claims for that month, less any reimbursement made under the individual stop loss coverage during the same Stop Loss Period, less any Claims excluded from the aggregate stop loss coverage. The monthly Claims Eligible for Reimbursement shall be added together for all months during the Stop Loss Period, resulting in the year-to-date (YTD) Claims Eligible for Reimbursement;
 - b. For each month of the Stop Loss Period, the number of Plan Members in effect for each benefit classification shall be multiplied by the Attachment Point for each benefit classification shown on Exhibit "A". The results of the calculations shall then be added together, resulting in the monthly Aggregate Deductible. Each monthly Aggregate Deductible shall be added together for all months during the Stop Loss Period, resulting in the year-to-date (YTD) Aggregate Deductible; and
 - c. If the YTD Claims Eligible for Reimbursement exceed the greater of the YTD Aggregate Deductible or the YTD Minimum Aggregate Deductible, Wellmark shall reimburse Account for the excess amount within sixty (60) days after the end of the Stop Loss Period. If the YTD Claims Eligible for Reimbursement is less than the greater of the YTD Aggregate Deductible or the YTD Minimum Aggregate Deductible, no reimbursement by Wellmark will be made.

ARTICLE 4 CONFIDENTIAL INFORMATION; EXAMINATION OF RECORDS

- 4.1 **Protected Health Information.** The rights and responsibilities of the parties and permitted uses and disclosures with respect to Protected Health Information shall be set forth in the separately executed Business Associate Agreement.
- 4.2 **Non-Disclosure of Confidential Information.** The rights and responsibilities of the parties and permitted uses and disclosures with respect to information and data collected or developed by Wellmark related to Claims, cost, utilization, outcomes, quality, and financial performance of the Plan during the term of this Policy ("**Confidential Information**") shall be as set forth in the separately executed administrative services agreement between Account and the Benefit Services Administrator.

- 4.3 **Right to Examine Records of Account or Benefit Services Administrators.** Wellmark or its authorized representative may at its own expense examine the financial, enrollment, and Claims records of Account or its Benefit Services Administrator(s) reasonably related to the administration of this Policy, as reasonably often as Wellmark deems appropriate, to reconcile enrollment information and records or to determine appropriate payment of Stop Loss Claims under this Policy. Such examination may be conducted either before or after reimbursement and shall be conducted during regular business hours, upon reasonable advance written notice. The examination period may cover the most recent twenty-four (24) months only, if applicable, and may cover Account's prior or third-party Benefit Services Administrator.
- 4.4 **Survival.** Any obligations of either party to the other under this Article of the Policy survive any termination of this Policy.

ARTICLE 5 TERM AND TERMINATION

- 5.1 **Term; Termination of Plan or Administrative Services Agreement.** This Policy shall become effective on the Effective Date and shall continue in force for the Stop Loss Period as set forth on Exhibit "A", unless earlier terminated as provided in this Policy. If the Plan is terminated, or if Account's administrative services agreement with the Benefit Services Administrator is terminated, this Policy shall terminate as of the date the Plan is terminated or as of the date the administrative services agreement is terminated, whichever is applicable and whichever date is earlier.
- 5.2 **Renewal Terms; Notice of Non-Renewal.** This Policy may be renewed for successive Stop Loss Periods only when a new or amended Policy with an updated Exhibit "A" specifying a new Stop Loss Period is issued and executed by Wellmark. Wellmark shall have the right to change the Stop Loss Premiums for any renewal term as reflected on an updated Exhibit "A". If Wellmark decides not to renew the Policy, it shall provide Account written notice of non-renewal at least forty-five (45) days prior to the end of the Stop Loss Period.
- 5.3 **Termination for Nonpayment.** Wellmark may terminate this Policy at any time, upon ten (10) days written notice to Account, if Account fails to make complete payments, including late fees, when due in accordance with this Policy. The notice shall include the reason for the termination. Wellmark may recoup or set-off from any Stop Loss Claims any premiums or other fees or amounts owed by Account.
- 5.4 **Effects of Termination.** If Wellmark terminates this Policy for nonpayment by the Account, Wellmark shall not reimburse Claims beyond the effective date of the termination regardless of when services were received or the Claims were paid. If this Policy terminates other than at the expiration of the Stop Loss Period, the effective date of the termination shall become the end of the Stop Loss Period.
- 5.5 **Survival.** Any liability of either party to the other for amounts owed or owing under this Policy, unless such amounts are de minimus, shall not be extinguished by the termination of this Policy.

Item G.2.f.

ARTICLE 6 MISCELLANEOUS

- 6.1 **Complete Policy; Amendment.** This Policy, including any exhibits or amendments, constitutes the complete and exclusive agreement and statement of relationship between the parties with regard to the subject matter of this Policy and supersedes all related discussions, proposals, prior policies, agreements, understandings, prior and concurrent agreements, representations and warranties, whether oral or written, and any other communications between the parties in regard to the subject matter of this Policy. Changes or amendments to this Policy shall be effective only when the written amendment has been signed by an authorized representative of Wellmark and delivered in accordance with Section 6.10. This Policy shall take precedence over any other documents that may be in conflict with it.
- 6.2 **Change of Policy.** If Account makes changes in the Plan or benefits documents, Account shall give Wellmark sufficient advance written notice of such changes. If Account makes any material changes in the Plan administered by the Benefit Services Administrator, or if material changes are required by law, including the addition or deletion of benefits, a material change in group composition or membership or eligibility requirements, such as an increase in the ratio of family to single contracts of twenty percent (20%) or more, a change in the number of eligible individuals of ten percent (10%) or more, percentage of individuals enrolled, type of coverage offered, business entities covered, change in Benefit Services Administrator, or offerings of other health insurers' coverage to eligible individuals, Wellmark shall have the right at its option to amend this Policy, including an adjustment of stop loss premiums or Individual Deductible shown on Exhibit "A", or terminate this Policy.
- 6.3 **Provider Payment Arrangements; Claims Submission.** The Benefit Services Administrator has entered into payment arrangements or contracts with health care providers or other service providers that affect the submission, timing, frequency, and the amount of payment of Claims. Not all health care providers participate in or agree to such payment arrangements and the Benefit Services Administrator does not determine, direct, or control the timing or accuracy of any Claims submissions. Claims do not become Claims Eligible for Reimbursement unless both the Incurred Dates and Paid Dates are within the required periods set forth in this Policy and Exhibit "A".
- 6.4 **State of Issue; Applicable Law and Venue.** The Policy is issued and delivered in the state of Iowa and is performed at Wellmark's offices in Des Moines, Iowa. To the extent not superseded by the laws of the United States and without regard to any conflict of law rule, this Policy shall be construed in accordance with and governed by the laws of the state of Iowa. Any action in regard to this Policy or arising out of the terms of this Policy shall be instituted and litigated in the Iowa District Court or the United States District Court located in Des Moines, Polk County, Iowa, and no other.
- 6.5 **Force Majeure.** The parties to this Policy shall be excused from performance under this Policy for any period and to the extent they are delayed, restricted, or prevented from performing under this Policy (other than payment) as a result of an act of God, war, civil disturbance, court order, labor dispute, acts of terrorism, or other cause beyond their reasonable control and such nonperformance shall not be grounds for termination or default.

- 6.6 **Limitation of Action.** Notwithstanding Sections 4.4 and 5.5, no legal or equitable action or claim may be brought against Wellmark for an action or claim arising under or relating to this Policy more than two (2) years after the cause of action arose.
- 6.7 **Assignment.** The Policy shall be binding on the parties and their respective successors and permitted assigns. Neither party may assign this Policy, in whole or in part, without the prior written consent of the other; provided, however, Wellmark may assign this Policy, in whole or in part, to any entity that controls, is controlled by, or is under common control with Wellmark.
- 6.8 **Waiver.** The failure of any party to enforce any terms or provisions of the Policy shall not be deemed or construed to be a waiver of the enforceability of such provision. Similarly, the failure to enforce any remedy arising from a default under the terms of the Policy shall not be deemed or construed to be a waiver of such default. Any waiver of any provision of this Policy, and any consent to any departure from the terms of any provision of this Policy, shall be effective only in the specific instance and for the specific purpose for which made or given.
- 6.9 **No Third-Party Beneficiaries.** This Policy is for the benefit of Account and Wellmark and not for any other person. It shall not create any legal relationship between Wellmark and any employee, Member, or any other party claiming any right, whether legal or equitable, under the terms of this Policy or of the Plan.
- 6.10 **Notices and Communication.** The parties shall be entitled to rely upon any communication or notice from the other in connection with this Policy to be genuine, truthful, and accurate, and to have been authorized, signed, or issued by an officer or agent of such entity empowered to make such representation on behalf of the entity.

Any notice required or permitted to be given under this Policy shall be in writing and be deemed given when delivered personally, placed in the U.S. mail (postage prepaid), delivered to a recognized courier service for delivery (delivery charges prepaid) or sent by electronic means and addressed to the last address furnished by the respective party. Until another address is furnished in writing, notice to Account may be addressed to the address shown on Exhibit "A" attached to this Policy.

Notice to Wellmark may be addressed:

Wellmark, Inc.
Attention: Procurement and Contracts
1331 Grand Avenue
Des Moines, Iowa 50309-2901

ARTICLE 7 BLUE CROSS AND BLUE SHIELD DISCLOSURE

- 7.1 **Blue Cross and Blue Shield Disclosure Statement.** Account on behalf of itself and its Members, hereby expressly acknowledges its understanding this Policy constitutes a contract solely between Account and Wellmark, which is an independent corporation operating under licenses from the Blue Cross Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans (BCBSA), permitting Wellmark to use the

Item G.2.f.

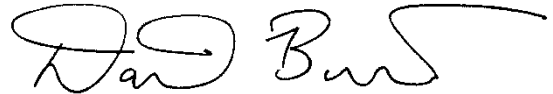
Blue Cross and Blue Shield Service Marks in the state of Iowa, and that Wellmark is not contracting as the agent of BCBSA. Account on behalf of itself and its Members, further acknowledges and agrees that it has not entered into this Policy based upon representations by any person other than Wellmark and that no person, entity, or organization other than Wellmark shall be accountable or liable to Account for any of Wellmark's obligations to Account created under this Policy. This section shall not create any additional obligations whatsoever on the part of Wellmark other than those obligations created under other provisions of this Policy.

ARTICLE 8 EFFECTIVENESS OF POLICY AND WAIVER OF JURY TRIAL

THIS POLICY shall be deemed to be effective and in full force as of the Effective Date indicated on the first page of the Policy and upon the affixation of Wellmark's authorized signature below and the Account's payment to Wellmark of the premium required by this Policy. **ACCOUNT AND WELLMARK WAIVE ANY RIGHT TO A JURY TRIAL WITH RESPECT TO AND IN ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM, DEMAND OR OTHER MATTER WHATSOEVER ARISING OUT OF THIS POLICY.**

Wellmark, Inc.

By:



David S. Brown
Executive Vice President, Chief Financial Officer
and Treasurer

**Wellmark, Inc.
Stop Loss Policy**

Exhibit "A" - Stop Loss Premiums and Financial Terms

Account/Plan Sponsor Full Legal Name and Address

City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613-2726

Benefit Services Administrator(s)

Wellmark Blue Cross and Blue Shield of South Dakota
Pharmacy Benefits Manager: Express Scripts

Stop Loss Period:

The Stop Loss Period begins on 7/01/2018 and ends on 6/30/2019.

Claims Eligible for Reimbursement. Claims shall be considered for reimbursement under this Policy only if all of the following conditions are completely satisfied as determined by Wellmark.

- Stop loss coverage is administered with a Run-in Period as a 24/12 arrangement, which means:
- The Claims shall have Incurred Dates within the Stop Loss Period or within 12 months prior to the beginning of the Stop Loss Period (the Run-in Period); and
 - The Claims shall have Paid Dates within the Stop Loss Period.

Claims with Paid Dates following the end of the Stop Loss Period are not Claims Eligible for Reimbursement.

Monthly Stop Loss Premiums-Health (subject to any policy limitations listed below):

\$99.54 per Plan Member per month based on active Plan Members on last day of billing month.

Individual Stop Loss Coverage (subject to any policy limitations listed below):

Individual Deductible: \$85,000 per Member

Covered Benefits: Health Drug Card

Aggregate Stop Loss Coverage (subject to any policy limitations listed below):

Aggregate Deductible: 125 % of expected Paid Claims.

Covered Benefits: Health Dental Drug Card

Attachment Point: per Plan Member per month based on active Plan Members on last day of billing month.

	<u>Single</u>	<u>Family</u>
AS 500 Non-Union	\$756.82	\$1,892.05
AS 500 Union	\$756.82	\$1,892.05

Policy Limitation(s):

Claims in excess of the Account's Individual Stop Loss deductible level will not be covered under the Aggregate Stop Loss coverage.

Item G.2.f.

Wellmark, Inc. Stop Loss Policy

Exhibit "A" - Stop Loss Premiums and Financial Terms

Any adjustments to monthly stop loss premiums and attachment points due to membership or eligibility changes shall be reflected on the billing for the month in which the membership or eligibility change is made and shall be limited to a period of three (3) months prior to the date Wellmark processes the Member eligibility change.

Run-in coverage applies to those individuals enrolled in the Account's Plan effective with the beginning of the Run-in Period and continuously enrolled in the plan on this Stop Loss Policy Effective Date. Only those individuals included in the Wellmark stop loss proposal to Account are eligible for coverage.

Exhibit "A" Issue Date:

5/17/2018



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

MEMORANDUM
Legal Services Division

TO: Mayor and City Council
FROM: Colleen Sole, Personnel Specialist
DATE: June 14, 2018
SUBJECT: FY19 Insurance Renewal – Public Entity

Arthur J. Gallagher presented its renewal proposal to the City of Cedar Falls Risk Management Committee. The City's program was actively marketed with the goal to keep the City's costs in line with the marketplace. Potential alternatives and opportunities for coverage improvements were reviewed. Overall premium fees increased by 1.7%, but came in lower than the 3-4% average rate increase seen across the board. The primary factor of increased premium was due to a 5% rise in property exposures, to include building values, and machinery and equipment. Due to on-going litigation throughout the country affecting businesses and municipalities, Gallagher recommended, and the Risk Management Committee approved, to increase the City's Liability, Crime, and Crime-False Pretenses, for a slight increase above the initial renewal rate, providing adequate coverage for these possible factors. The City is also able to lock in a two-year option for its Excess Workers' Compensation, saving the City the typical rate increase in year two. Attached is the proposal provided by Arthur J. Gallagher.

The Risk Management Committee respectfully requests that you approve these coverages for FY2019. If you have questions, please contact me at 243-2712.

Item G.2.g.

City of Cedar Falls, IA

Changes / Developments

It is important that we be advised of any changes in your operations that may have a bearing on the validity and/or adequacy of your insurance. The types of changes that concern us include, but are not limited to, those listed below:

1. Changes in any operation such as expansion to other states or new products.
2. Mergers and/or acquisition of new companies.
3. Any newly assumed contractual liability, granting of indemnities, or hold harmless agreements.
4. Circumstances which may require increased liability insurance limits.
5. Any changes in fire or theft protection, such as the installation of or disconnection of sprinkler systems, burglar alarms, etc. This includes any alterations to same.
6. Immediate advice of any changes to scheduled equipment such as contractors' equipment, electronic data processing, etc.
7. Property of yours that is in transit, unless we have previously arranged for the insurance.
8. Any changes in existing premises including vacancy, whether temporary or permanent, alterations, demolition, etc. Also, any new premises either purchased, constructed, or occupied.

No Changes and/or Developments

Signature: _____

Title: _____

Date: _____

City of Cedar Falls, IA

Client Authorization to Bind Coverage

After careful consideration of Gallagher's revised proposal dated 6/11/2018, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

	LINE OF COVERAGE	CARRIER
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	Property – includes Terrorism for Ensuing fire and TRIA	Federal Insurance Company (Chubb Group of Insurance Companies)
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	Equipment Breakdown/includes TRIA	Liberty Mutual Fire Insurance Company (Liberty Mutual Holding Company, Inc.)
<input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject – Option 1 <input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject – Option 2	Crime Option 1 (as expiring \$500K/\$150K limits) – includes TRIA (3 year policy term 1/1/2017 – 7/1/2020) 2 nd year term – premium \$3,216 Option 2 (\$500K/\$500K limits) – includes TRIA (3 year policy term 1/1/2017 – 7/1/2020) 2 nd year term – premium \$3,960	Hanover Insurance Company (Hanover Insurance Companies)
<input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject – Option 1 <input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject – Option 2 <input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject – Option 3 <input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject – TRIA –Option 1 <input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject – TRIA –Option 2 <input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject – TRIA –Option 3	Package –Option 1 \$5M/\$10M limits premium \$158,736 Package –Option 2 \$7M/\$10M limits premium \$177,149 Package –Option 3 \$10M/\$10M limits Premium \$184,552 <u>TRIA Options</u> Option 1 (as expiring \$5M/\$10M limits) TRIA Coverage can be purchased for an additional \$1,326 premium Option 2 (\$7M/\$10M limits) TRIA Coverage can be purchased for an additional \$1,349 premium Option 3 (\$10M/\$10M limits) TRIA Coverage can be purchased for an additional \$1,373 premium	Argonaut Insurance Company (Argonaut Insurance Company)

Item G.2.g.

City of Cedar Falls, IA

Client Authorization to Bind Coverage (Cont.)

	LINE OF COVERAGE	CARRIER
<input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject – Opt #1	Excess Workers' Compensation TRIA Cannot be rejected Opt# 1 - \$500,000 SIR	Midwest Employers Casualty Company (W. R. Berkley Group)
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject – Opt #2	Opt #2 – Two Year option	

The above coverage may not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those addressed in the coverage considerations included in this proposal, please list below:

Producer/ Insured Coverage Amendments and Notes:

_____ Client Initials

It is understood this proposal provides only a summary of the details; the policies will contain the actual coverages.

We confirm the values, schedules, and other data contained in the proposal are from our records and acknowledge it is our responsibility to see that they are maintained accurately.

We agree that your liability to us arising from your negligent acts or omissions, whether related to the insurance or surety placed pursuant to these binding instructions or not, shall not exceed \$20 million, in the aggregate. Further, without limiting the foregoing, we agree that in the event you breach your obligations, you shall only be liable for actual damages we incur and that you shall not be liable for any indirect, consequential or punitive damages.

By: _____
Print Name (Specify Title)

City of Cedar Falls
Company

Signature

Date: _____

City of Cedar Falls, IA

Premium Summary

The estimated program cost for the options are outlined in the following table:

LINE OF COVERAGE		EXPIRING PROGRAM ESTIMATED COST		PROGRAM 1 (RECOMMENDED)	
Property	Premium TRIA Premium	Federal Insurance Company (Chubb Group of Insurance Companies)	\$68,501	Federal Insurance Company (Chubb Group of Insurance Companies)	\$72,630 Included
Public Entity Package	Premium TRIA Premium	Argonaut Insurance Company (Argo Group International Holdings, Ltd)	\$157,708 TRIA excluded	Argonaut Insurance Company (Argo Group International Holdings, Ltd)	\$177,149 TRIA Excluded (1)
Crime	Premium TRIA Premium	Hanover Insurance Company (Hanover Insurance Companies)	\$3,216 included	Hanover Insurance Company (Hanover Insurance Companies)	\$3,845 Included ** \$116
Equipment Breakdown	Premium TRIA Premium	Liberty Mutual Fire Insurance Company (Liberty Mutual Holding Company, Inc.)	\$4,771 included	Liberty Mutual Fire Insurance Company (Liberty Mutual Holding Company, Inc.)	\$4,906 included
Cyber Liability	Premium TRIA Premium	BCS Insurance Company (BCS Insurance Company)	\$10,487 included	Travelers Casualty and Surety Co of America (The Travelers Companies, Inc.)	\$10,487 Included
Excess Workers' Compensation	Premium TRIA Premium - included	Midwest Employers Casualty Company (W. R. Berkley Group)	\$58,018 Included	Midwest Employers Casualty Company (W. R. Berkley Group)	\$58,439
Arthur J. Gallagher Risk Management Services, Inc			\$36,000		\$36,000
Total Estimated Program Cost			\$338,701		\$363,572

**False
Pretenses
Estimate

-201-

City of Cedar Falls, IA

Premium Summary (Cont.)

(1) – TRIA can be purchased for \$1,326 (excludes AL)

- Quote from Travelers Casualty and Surety Co of America (The Travelers Companies, Inc.) is valid until 7/1/2018
- Quote from Liberty Mutual Fire Insurance Company (Liberty Mutual Holding Company, Inc.) is valid until 7/1/2018
- Quote from Federal Insurance Company (Chubb Group of Insurance Companies) is valid until 6/10/2018
- Quote from Midwest Employers Casualty Company (W. R. Berkley Group) is valid until 6/26/2018
- Quote from Hanover Insurance Company (Hanover Insurance Companies) is valid until 7/28/2018
- Quote from Argonaut Insurance Company (Argo Group International Holdings, Ltd) is valid until 6/29/2018

Gallagher is responsible for the placement of the following lines of coverage:

- Property
- Public Entity Package
- Crime
- Equipment Breakdown
- Cyber Liability
- Excess Workers' Compensation

It is understood that any other type of exposure/coverage is either self-insured or placed by another brokerage firm other than Gallagher. If you need help in placing other lines of coverage or covering other types of exposures, please contact your Gallagher representative.

**CITY OF CEDAR FALLS
7/1/2018 – 7/1/2019 RENEWAL
Exposure Comparison**

Exposure	2016	2017	2018	% of Change
Total Property Values	\$115,208,141	\$122,296,766	\$128,411,875	5%
Total Number of Vehicles	185	188	182	-3.2%
Total Vehicle Values	\$10,965,663	\$12,336,175	\$12,824,571	3.9%
Total Estimated Payrolls	\$14,957,825	\$15,391,197	\$15,189,165	-1.32%
Manual WC Premium	\$1,402,437	\$1,402,437	\$1,304,446	-7%
Gross Operating Expenditures	\$91,949,160	\$107,199,970		16.6%
Revenues used for Cyber Liability	\$73,585,160	\$82,430,630	\$85,614,600	3.8%
Employees (FT/PT)	662	652	652	0%
FT Officers	40	40	45	12%
Fire Department	60 (28-FT, 2-PT, 2-POC, 28-PSO)	60 (28-FT, 2-PT, 2-POC, 28-PSO)	67 (29-FT, 2-PT, 2-POC, 34-PSO)	11.6%

Item G.2.g.

CITY OF CEDAR FALLS 7/1/2018 – 7/1/2019 RENEWAL

Property Exposure Comparison

	2015	2016	2017	2018
Building	\$76,504,691	\$79,422,155	\$84,644,109	\$87,700,332
Contents	13,564,893	14,525,755	16,282,435	17,081,129
Business Interruption/Extra Expense	2,000,000	3,000,000	3,000,000	\$3,000,000
Accounts Receivable	1,000,000	1,000,000	1,000,000	1,000,000
Valuable Papers	1,000,000	1,000,000	1,000,000	1,000,000
Fine Arts	1,303,067	1,303,067	1,303,067	1,303,067
Sculptures	825,000	825,000	826,030	826,030
Mobile/Contractors Equipment/small Equip/Road	2,677,041	2,675,564	2,683,658	2,668,461
Machinery	4,156,500	4,207,742	4,207,742	6,020,522
EDP Equipment/Audio Cable/Printers	1,878,144	1,654,858	2,335,725	2,798,334
EDP Media	Included	Included	Included	Included
EDP Extra Expense	Included	Included	Included	Included
Phone System	300,000	300,000	300,000	300,000
Traffic Signals	5,294,000	5,294,000	4,714,000	4,714,000
Total	\$110,503,336	\$115,208,141	\$122,296,766	\$128,411,875
Increase Over Prior Year				5%

**CITY OF CEDAR FALLS
7/1/2018 – 7/1/2019 RENEWAL**

Loss Fund Comparison

	2016 Chubb/Argonaut BCS (Cyber)	2017 Chubb/Argonaut Program Travelers (Cyber)	2018 Chubb/Argonaut Program Renewal Travelers (Cyber)
Liability	\$260,000	\$280,000	\$280,000
Auto Physical Damage	Included	Included	Included
Workers Compensation – Minimum Aggregate Retention	\$1,797,013	\$1,781,250	\$1,836,790
Total Estimated Loss Fund	\$2,057,013	\$2,061,250	\$2,116,790

Retention Comparison

	2016 Chubb/Argonaut BCS Ins. (Cyber)	2017 Chubb/Argonaut Program Travelers (Cyber)	2018 Chubb/Argonaut Program Travelers (Cyber)
Property	\$100,000	\$100,000	\$100,000
General Liability	\$100,000	\$100,000	\$100,000
Automobile Liability	\$100,000	\$100,000	\$100,000
Auto Physical Damage – Per Vehicle	\$10,000 (Maximum \$50,000 Deductible)	\$10,000 (Maximum \$50,000 Deductible)	\$10,000 (Maximum \$50,000 Deductible)
Auto Physical Damage Maintenance Deductible (applies once the loss fund is eroded)	None	\$2,500	\$2,500
Law Enforcement Liability	\$100,000	\$100,000	\$100,000
Public Officials Liability	\$100,000	\$100,000	\$100,000
Employment Practices Liability	\$100,000	\$100,000	\$100,000
Excess Liability	\$0	NA	NA
Excess Workers Compensation	\$500,000	\$500,000	\$500,000
Boiler & Machinery	\$2,500	\$2,500	\$2,500
Cyber Liability	\$15,000	\$10,000	\$10,000

**CITY OF CEDAR FALLS
7/1/2018 – 7/1/2019 RENEWAL**

Liability Limits Comparison

	2016 Chubb/Argonaut BCS Ins. (Cyber)	2017 Chubb/Argonaut Program Travelers (Cyber)	2018 Chubb/Argonaut Program Travelers (Cyber)
General Liability – Each Occurrence	\$1,000,000	\$5,000,000	\$5,000,000
General Liability – Annual Aggregate	\$2,000,000	\$10,000,000	\$10,000,000
Employee Benefits – Each Claim	Included in GL	Included in GL	Included in GL
Employee Benefits – Annual Aggregate	Included in GL	Included in GL	Included in GL
Automobile Liability – each Accident	\$1,000,000	\$5,000,000	\$5,000,000
Automobile Liability – Underinsured/Uninsured Motorist	\$1,000,000	\$1,000,000	\$1,000,000
Automobile Physical Damage – Emergency Vehicles at RC	\$2,357,636	\$3,285,000	\$3,325,000
Automobile Physical Damage – Other Vehicles at ACV	\$10,965,663	\$9,051,175	\$9,499,571
Law Enforcement Liability – Each Occurrence	\$1,000,000	\$5,000,000	\$5,000,000
Law Enforcement Liability – Annual Aggregate	\$2,000,000	\$10,000,000	\$10,000,000
Public Officials Liability – Each Claim	\$1,000,000	\$5,000,000	\$5,000,000
Public Officials Liability – Annual Aggregate	\$1,000,000	\$10,000,000	\$10,000,000
Employment Practices Liability – Each Claim	\$1,000,000	\$5,000,000	Included in POL
Employment Practices Liability – Annual Aggregate	\$1,000,000	\$9,000,000	\$10,000,000
Sexual Abuse/Sexual Harassment – Each Claim	Included in GL	Included in GL	Included in GL
Sexual Abuse/Sexual Harassment – Annual Aggregate	Included in GL	Included in GL	Included in GL
Excess Liability – Each Occurrence	\$4,000,000	NA	NA
Excess Liability – Annual Aggregate	\$8,000,000	NA	NA
Cyber Liability	\$1,000,000	\$1,000,000	\$1,000,000

**CITY OF CEDAR FALLS
7/1/2018 – 7/1/2019 RENEWAL**

Program comparisons	2016 Chubb/Argonaut BCS Ins. (Cyber)	2017 Chubb/Argonaut Program Renewal/Travelers Cyber	2018 Chubb/Argonaut Program Renewal/Travelers Cyber
Retro Date – Liability (POL and EPLI)	7/1/1988	7/1/1988	7/1/1988
Retro Date – EBL	Not Applicable	Not Applicable	Not Applicable
Retro Date – Crisis Event Coverage	7/1/2014	7/1/2014	7/1/2014
Retro Date – Cyber Liability	NA – full prior acts	7/1/2012	7/1/2012
Cyber Liability – PCI	\$100,000	\$1,000,000	\$1,000,000
Defense Costs – Liability	Outside the Limit	Outside the Limit	Outside the Limit
Liability – Claims Made or Occurrence	Occurrence	Occurrence	Occurrence
Liability – EBL – Claims Made or Occurrence	Occurrence	Occurrence	Occurrence
Drone Coverage	Included	Included	Included
Liability Coverage for City Dam	Included	Included	Included
Sexual Abuse/Sexual Harassment	Included	Included	Included
Sexual Abuse/Sexual Harassment – Claims Made or Occurrence	Occurrence	Occurrence	Occurrence
Retro Date for Sexual Abuse/Harassment	Not Applicable	Not Applicable	Not Applicable



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

MEMORANDUM

Legal Services Division

TO: Mayor and City Council
FROM: Colleen Sole, Personnel Specialist
DATE: June 14, 2018
SUBJECT: Claim Service Contracts with Alternative Service Concepts, LLC

Attached are two Contracts between the City and Alternative Service Concepts, LLC (ASC) for your approval. ASC provides the City with claims adjustment services for both our Workers' Compensation claims, and our Property and Liability claims. The fee schedules are attached to each contract, and these rates remain relatively consistent with what the City has been paying ASC for the past several years. There is an increased \$5 per claim/Medical Only fee and \$10 per claim/Indemnity fee for Workers' Compensation, and a \$5 per claim/General Liability and Auto Liability fee. However, the overall contract fee for both workers' compensation, and property and casualty, decreased from the previous contract period due to a decrease in claims. All terms and conditions remain unchanged throughout both contracts. ASC provides the City with an invaluable service by providing professional, experienced adjustors to evaluate and provide guidance for liability, property, workers' compensation and 411 claims made against the City.

The Risk Management Committee respectfully requests that you approve these contracts for FY2019. If you have questions, please contact me at 243-2712.

Item G.2.h.

Alternative Service Concepts, LLC

CLAIMS SERVICE CONTRACT

THIS AGREEMENT is made and entered into with an effective date of July 1, 2018 between **ALTERNATIVE SERVICE CONCEPTS, LLC**, formed in Delaware, with principal offices at 2501 McGavock Pike, Suite 802, P.O. Box 305148 Nashville, Tennessee 37214-1213, hereinafter referred to as "ASC", and **CITY OF CEDAR FALLS, IOWA** with principal offices in Cedar Falls, Iowa, hereinafter referred to as "Client".

WITNESS:

WHEREAS, "ASC" is in the claims service business; and

WHEREAS, "Client" desires to contract with "ASC" as its claims service company to service the Workers' Compensation claims of "Client's" arising out of their facilities located in Cedar Falls, Iowa.

NOW, THEREFORE, "ASC" and "Client" contract as follows:

"ASC" AGREES:

1. (a) To review all claims and/or losses reported during the term of this Contract which involve Workers' Compensation claims against "Client".
(b) To investigate, adjust, settle or resist all such losses and/or claims within the agreed discretionary settlement authority limit of Two Thousand Five Hundred Dollars (\$2,500).
(c) To investigate, adjust, settle or resist all such losses and/or claims as are in excess of the agreed discretionary settlement authority limit of Two Thousand Five Hundred Dollars (\$2,500) only with specific prior approval of "Client".
(d) To report excess claims to "Client's" excess carrier only if "Client" fulfills its obligations under "Client Agrees" Section, 4c.
2. To furnish all claim form necessary for proper claims administration.
3. To establish claim and/or loss files for each reported claim and/or loss. Such files shall be the exclusive property of "Client". Such files are available for review by "Client" at any reasonable time, with notice.
4. To maintain adequate Automobile Liability, Errors and Omissions, Fidelity Bond, General Liability and Workers' Compensation insurance coverage.
5. To indemnify, defend and hold harmless "Client" with respect to any claims asserted as a result of any errors, omissions, torts, intentional torts or other negligence on the

part of "ASC" and/or its employees, unless the complained of actions of "ASC" were taken at the specific direction of "Client".

"CLIENT" AGREES:

1. To pay as requested by "ASC" claim and/or loss payments and associated allocated expenses.
2. To pay "ASC" fees in accordance with the Fee Schedule attached to this Contract.
3. To pay "ASC" within thirty (30) days of the effective date of all invoices. All past due invoices are subject to an interest penalty of one and one-half percent (1 1/2%) per month. In the event "ASC" brings any action or proceeding to recover any part or all of an outstanding indebtedness, "ASC" shall be entitled to recover as additional damages any reasonable attorney fees not to exceed twenty percent (20%) of the outstanding indebtedness.
4. (a) To pay all Allocated Loss Expenses in addition to the claim service fee to be paid to "ASC" as prescribed in this Contract.
(b) "Allocated Loss Expenses" shall include but not be limited to attorneys' fees; experts' fees (i.e. engineering, physicians, chemists, etc.); fees for independent medical examinations; witnesses' fees; witnesses' travel expenses; court reporters' fees; transcript fees; the cost of obtaining public records; commercial photographers' fees; automobile appraisal or property appraisal fees; medical cost containment services, such as utilization review, provider bill audit, preadmission authorization, hospital bill audit, and medical case management; all outside expense items; extraordinary travel expenses incurred by "ASC" at the request of "Client"; and any other similar fee, cost or expenses associated with the investigation, negotiation, settlement or defense of any claim hereunder or as required for the collection of subrogation on behalf of "Client".
(c) To provide "ASC" with complete copies of all excess policies which apply to the claims reported during the Contract period.
5. To relinquish authority to "ASC" in all matters relating to claims service within the agreed discretionary settlement authority limit of Two Thousand Five Hundred Dollars (\$2,500).
6. Only to the extent allowed by Article V11, Section 1 of the Iowa Constitution and Iowa Code Chapter 670:

Item G.2.h.

Alternative Service Concepts, LLC

- (a) In the event, "ASC", acting at the specific direction of "Client", becomes liable to any third party, "Client" agrees to indemnify, defend and hold "ASC" and/or its employees harmless.
- (b) If "ASC" or any of its employees are named as defendant in any action (i) where the plaintiff's cause of action involves a claim hereunder and (ii) where there are not allegations of errors, omissions, torts, intentional torts or other negligence on the part of "ASC", "Client" will assume the defense of the action on behalf of "ASC" and/or its employees and indemnify and hold "ASC" and/or its employees harmless from any judgment rendered as a result of such action.

"ASC" AND "CLIENT" MUTUALLY AGREE AS FOLLOWS:

1. (a) The term of this Contract is continuous from its effective date for one (1) year. This Contract may be terminated by either "ASC" or "Client" with cause by providing sixty (60) days' prior written notice by certified mail.
 - (b) In the event that this Contract terminates or expires for any reason "Client" shall have the option:
 - (i) to have "ASC" handle open files which have been reported for an additional fee based on at our prevailing annual rate per file, or
 - (ii) to have "ASC" return the files to the client.
2. This Contract covers Claim Service for "Client" in the United States of America.
3. Gross receipts tax or assessments in those states or jurisdictions where levied shall be in addition to the service fee.
4. In the event any one or more of the provisions of this Contract shall be determined to be invalid or unenforceable by any court or other appropriate authority, the remainder of this Contract shall continue in full force and effect, as if said invalid and unenforceable portion had not been included in this Contract.
5. This Contract shall be construed and interpreted in accordance with the laws of the state of Iowa.
6. This Contract represents the entire understanding of "ASC" and "Client" and supersedes all prior oral and written communications between "ASC" and "Client" as to the subject matter. Neither this Contract nor any provisions of it may be amended, modified or waived except in writing signed by a duly authorized representative of "ASC" and "Client".

- 7. The failure or delay of either "ASC" or "Client" to take action with respect to any failure of the other party to observe or perform any of the terms or provisions of this Contract, or with respect to any default hereunder by such other party, shall not be construed as a waiver or operate as a waiver of any rights or remedies of either "ASC" or "Client" or operate to deprive either "ASC" or "Client" of its right to institute and maintain any action or proceeding which it may deem necessary to protect, assert or enforce any such rights or remedies.
- 8. To not employ a person who has been employed by the other party at any time during the term of this Contract, unless the person to be employed shall not have been employed by the other party during the immediately preceding six (6) months or unless the hiring party shall have the other party's prior written consent. This provision shall survive the termination of this Contract for a period of one (1) year.
- 9. During the term of this Contract, "ASC" will store closed files for a period of three (3) years from the date of closure, the date of the last payment of benefits, or the retention requirements of "Client's" carrier. The storage cost is included in the administrative fees. After the three (3) year period, files will either be returned to "Client" or destroyed if permitted by Statute.
- 10. "ASC" will query and transmit information under MMSEA requirements to CMS.

IN WITNESS WHEREOF, "ASC" and "Client" have caused this Contract to be executed by the person authorized to act in their respective names.

ALTERNATIVE SERVICE CONCEPTS, LLC

WITNESS: June Jamia BY: Carlynn Adkins
 TITLE: CFO
 DATE: 6-08-18

CITY OF CEDAR FALLS, IOWA

WITNESS: _____ BY: _____
 TITLE: _____
 DATE: _____

Item G.2.h.

Alternative Service Concepts, LLC

**Alternative Service Concepts, LLC
City of Cedar Falls, Iowa (WC)
July 1, 2018 - June 30, 2019
One Year Handling**

Service	Per-Claimant Fee	Total Estimated Fee
Workers' Compensation		
Medical Only	\$165	\$ 2,310
Indemnity	\$700	\$ 3,500
Incident Reports ¹	\$ 45	
Catastrophic Claims ²		
Minimum & Deposit Claims Total		\$ 5,810
On-Line Access (One User)		No Charge
Additional Users		\$60/User/Month
MMSEA – Annual Transmission Fees (includes query & submissions)		\$ 1,050
Account Administration		\$ 3,500
Total Minimum & Deposit Fee		\$10,360

Claims will be handled for **one year from the date the loss is reported to "ASC"** with no additional per-claim fees.

"ASC's" minimum claims fee is \$5,810. All claims handled by "ASC" will be credited towards the minimum fee by multiplying the actual number of claims by the fee per claimant. If the fee for the actual number of claims is more than \$5,810, "ASC" will invoice the "Client" for the difference between the actual fee and \$5,810.

Any non-litigated claim that does not involve a firefighter or police officer past and future reported and open beyond 12 months will be charged an additional \$475 per year for each year that it stays open.

Any non-litigated claim that involves a firefighter or police officer under Iowa Chapter 410/411 past and future reported and open beyond 12 months will be charged an additional \$325 per year for each year that it stays open.

¹ Recorded in claims system only. Must be specified as "incident" at time of reporting. .

² Any event resulting in 10 or more claimants/suffixes will be treated as a catastrophe and billed the quoted per claim rate for the first 10 claimants/suffixes and any claim/suffix over 10 will be billed at a per claim rate of \$350 per claim.

The administration fee includes:

- Account Setup
- New Claim Setup
- Client Meetings (Frequency to be Determined)
- Excess Reporting
- State Reporting
- Storage Fees

Subrogation

All parties will automatically be placed on notice if the potential for subrogation exists. This service is included in the claims fee.

Additional Services and Fees³

Client Data Transmission.....	\$2,500 Per Release
Computer Compatible Checks & Electronic Transfers.....	At Cost
Carrier Data Transmission.....	\$400 Per Release
Data Conversion From Prior Administrator.....	At Cost
Reports Produced by Client.....	No Charge
Reports Produced by ASC.....	\$50 Per Copy
Systems Training.....	T&E (\$85 Per Hour)
Customized Programming.....	T&E (\$180 Per Hour)
Actuarial Data Requests.....	\$50 Per Hour

Medical Cost Management⁴

Medical Bill Review.....	\$9.15 per bill
PPO Usage.....	25% of Savings

Invoicing and Payment Terms

Fees will be invoiced on an annual basis. "ASC" reserves the right to charge 1½% per month or the maximum legal rate on unpaid balances after 30 days.

At the conclusion of the contract, the following options are available for continued handling of open claims:

- Negotiated annual fee per claim
- Claims returned to "Client"

Allocated Expenses

Allocated expenses will be charged to the claim file and include fees for:

- Legal services
- State-mandated EDI
- Court reporters
- Expert witness statements

³ As required or requested. Most services are optional.

⁴ Additional pricing on managed care services will be provided upon request.

Item G.2.h.

Alternative Service Concepts, LLC

- Professional photographs
- Official documents and transcripts
- Experts' / rehabilitation services
- Architects, contractors, engineers, chemists
- Police, fire, coroner, weather reports
- Accident reconstruction
- Property damage appraisals
- Subrogation collection cost payable to third party
- Extraordinary travel at client's request
- Medical records
- IMEs, MRIs, etc.
- Managed care
- Medical bill review
- Index Bureau Reporting
- Surveillance
- Any other expense requiring client approval

Workers' Compensation Definitions

Medical Only Claims - Work-related claims that require medical treatment only.

- Subrogation not required
- Investigation sufficient to determine claim type and compensability
- Lost days do not exceed statutory waiting period
- No loss notices, captioned reports, client meetings, or settlement authority required
- Payments do not exceed \$2,500
- Two-point contact made

Claims requiring services beyond these guidelines will be classified as *Indemnity Claims*.

Indemnity Claims - Work-related claims that involve disability or payment of medical and other expenses in excess of \$2,500. Claims that require investigation for subrogation and settlement negotiations.

All claims, regardless of type, will be investigated, evaluated, and adjudicated in accordance with state statutory requirements and corporate guidelines.

ALTERNATIVE SERVICE CONCEPTS, LLC

WITNESS: Jane Jamian

BY: Cornelyn Adler

TITLE: CFD

DATE: 6-08-18

CITY OF CEDAR FALLS, IOWA

WITNESS: _____

BY: _____

TITLE: _____

DATE: _____

CLAIMS SERVICE CONTRACT

THIS AGREEMENT is made and entered into with an effective date of July 1, 2018, between **ALTERNATIVE SERVICE CONCEPTS, LLC**, formed in Delaware, with principal offices at 2501 McGavock Pike, Suite 802, P.O. Box 305148 Nashville, Tennessee 37214-1213, hereinafter referred to as "ASC", and **CITY OF CEDAR FALLS, IOWA** with principal offices in Cedar Falls, Iowa, hereinafter referred to as "Client".

WITNESS:

WHEREAS, "ASC" is in the claims service business; and,

WHEREAS, "Client" desires to contract with "ASC" as its claims service company to service the claims of "Client" arising out of coverages listed in the attached fee schedule as well as provided under policies issued by the carriers effective July 1, 2018 through June 30, 2019 for their facilities located in Cedar Falls, Iowa.

NOW, THEREFORE, "ASC" and "Client" contract as follows:

"ASC" AGREES:

1. (a) To review all claim and/or loss reports with claim and/or loss dates subsequent to the retroactive date specified in the policies issued by the carrier and reported to "ASC" during the term of this Contract, which involves claims against "Client" and/or claims by "Client" under said coverages. To review all claim and/or loss reports with occurrence dates as provided under said coverages specified in the policies issued by the carrier and reported to "ASC" during the term of this Contract, which involves claims against "Client" and/or claims by "Client" under said coverages.
- (b) To investigate, adjust, settle or resist all such losses and/or claims within the agreed discretionary settlement authority limit of Two Thousand Five Hundred Dollars (\$2,500).
- (c) To investigate, adjust, settle or resist all such losses and/or claims as are in excess of the agreed discretionary settlement authority limit of Two Thousand Five Hundred Dollars (\$2,500) only with specific prior approval of "Client".

Item G.2.h.

ASC

Alternative Service Concepts, LLC

- (d) To report excess claims to "Client's" excess carrier only if "Client" fulfills its obligations under "Client Agrees" Section, 3(d).
2. To furnish claim forms necessary for proper claims administration.
3. To establish claim and/or loss files for each reported claim and/or loss. Such files shall be the exclusive property of "Client" and the carrier. Such files are available for review by "Client" during normal business hours with reasonable notice.
4. To maintain adequate Automobile Liability, Errors and Omissions, Fidelity Bond, General Liability, and Workers' Compensation insurance coverage.
5. To indemnify, defend and hold harmless "Client" with respect to any claims asserted as a result of any errors, omissions, torts, intentional torts or other negligence on the part of "ASC" and/or its employees, unless the complained of actions of "ASC" were taken at the specific direction of "Client".

"CLIENT" AGREES:

1. To pay as requested by "ASC" claim and/or loss payments and associated allocated expenses.
2. (a) To pay "ASC" the service fee as prescribed in this Contract.
(b) To pay "ASC" within thirty (30) days of the effective date of all invoices. All past due invoices are subject to an interest penalty of one and one-half percent (1 1/2%) per month. In the event "ASC" brings any action or proceeding to recover any part or all of an outstanding indebtedness, "ASC" shall be entitled to recover as additional damages reasonable attorney fees not to exceed twenty percent (20%) of the outstanding indebtedness.
3. (a) To pay all Allocated Loss Expenses in addition to the claim service fee to be paid to "ASC" as prescribed in this Contract.
(b) "Allocated Loss Expenses" shall include but not be limited to attorneys' fees; experts' fees (i.e. engineering, physicians, chemists, etc.); fees for independent medical examinations; witnesses' fees; witnesses' travel expenses; court reporters' fees; transcript fees; the cost of obtaining public records; commercial photographers' fees; all outside expense items; and any other similar fee, cost or expenses associated with the investigation, negotiation, settlement or

- defense of any claim hereunder or as required for the collection of subrogation on behalf of "Client".
- (c) To pay all Unallocated Loss Expenses, which is defined as automobile appraisal or property appraisal fees and extraordinary travel expenses incurred by "ASC" at the request of "Client".
 - (d) To provide "ASC" with complete copies of all excess policies which apply to the claims reported during the Contract period.
4. To relinquish authority to "ASC" in all matters relating to claims service within the agreed discretionary settlement authority limit of Two Thousand Five Hundred Dollars (\$2,500).
5. Only to the extent allowed by Article V11, Section 1 of the Iowa Constitution and Iowa Code Chapter 670:
- (a) In the event, "ASC", acting at the specific direction of "Client", becomes liable to any third party, "Client" agrees to indemnify, defend and hold "ASC" and/or its employees harmless.
 - (b) If "ASC" or any of its employees are named as defendant in any action (i) where the plaintiff's cause of action involves a claim hereunder and (ii) where there are not allegations of errors, omissions, torts, intentional torts or other negligence on the part of "ASC", "Client" will assume the defense of the action on behalf of "ASC" and/or its employees and indemnify and hold "ASC" and/or its employees harmless from any judgment rendered as a result of such action.

"ASC" AND "CLIENT" MUTUALLY AGREE AS FOLLOWS:

1. (a) The term of this Contract is continuous from its effective date for one (1) year. This Contract may be terminated by either "ASC" or "Client" upon cancellation of the coverages provided under the policies of insurance underwritten by the carrier.
- (b) In the event that this Contract terminates or expires for any reason "Client" shall have the option:
- (i) to have "ASC" handle open files which have been reported for an additional fee based on at our prevailing annual rate per file, or

Item G.2.h.

ASC

Alternative Service Concepts, LLC

- (ii) to have "ASC" return the files to the client with carrier approval.
2. This Contract covers Claim Service for "Client" in the United States of America.
 3. In the event any one or more of the provisions of this Contract shall be determined to be invalid or unenforceable by any court or other appropriate authority, the remainder of this Contract shall continue in full force and effect, as if said invalid or unenforceable portion had not been included in this Contract.
 4. This Contract shall be construed and interpreted in accordance with the laws of the state of Iowa.
 5. This Contract represents the entire understanding of "ASC" and "Client" and supersedes all prior oral and written communications between "ASC" and "Client" as to the subject matter. Neither this Contract nor any provisions of it may be amended, modified, or waived except in writing signed by a duly authorized representative of "ASC" and "Client".
 6. The failure or delay of either "ASC" or "Client" to take action with respect to any failure of the other party to observe or perform any of the terms or provisions of this Contract, or with respect to any default hereunder by such other party, shall not be construed as a waiver or operate as a waiver of any rights or remedies of either "ASC" or "Client" or operate to deprive either "ASC" or "Client" of its right to institute and maintain any action or proceeding which it may deem necessary to protect, assert or enforce any such rights or remedies.
 7. To not employ a person who has been employed by the other party at any time during the term of this Contract, unless the person to be employed shall not have been employed by the other party during the immediately preceding six (6) months or unless the hiring party shall have the other party's prior written consent. This provision shall survive the termination of this Contract for a period of one (1) year.
 8. During the term of this Contract, "ASC" will store closed files for a period of three (3) years from the date of closure, the date of the last payment of benefits, or the retention requirements of "Client's" carrier. The storage cost is included in the administrative fees. After the three (3) year period, files will either be returned to "Client" or destroyed if permitted by Statute.

ASC

Alternative Service Concepts, LLC

9. "ASC" will query and transmit information under MMSEA requirements to CMS.

IN WITNESS WHEREOF, "ASC" and "Client" have caused this Contract to be executed by the person authorized to act in their respective names.

ALTERNATIVE SERVICE CONCEPTS, LLC

WITNESS: Jane Jamian BY: Conlyn Adams
TITLE: CFO
DATE: 6-08-18

CITY OF CEDAR FALLS, IOWA

WITNESS: _____ BY: _____
TITLE: _____
DATE: _____

Item G.2.h.

ASC

Alternative Service Concepts, LLC

**Alternative Service Concepts, LLC
City of Cedar Falls, IA P&C
July 1, 2018 - June 30, 2019
Life of Partnership Handling**

Service	Per-Claimant Fee	Estimated Total Fee
General Liability	\$565	\$ 5,650
Auto Liability	\$540	\$ 1,620
E&O	\$668	TBD
Police Professional	\$668	TBD
Property	\$472	\$ 944
Litigated Liability Claims	Base fee plus \$500	TBD
Catastrophic Claims ¹		
Incident Reports ²	\$45	TBD
Minimum & Deposit Claims Fee		\$ 8,214
On-Line Access (One User)		No Charge
Additional Users		\$60/User/Month
MMSEA – Annual Transmission Fees (includes query & submissions)		\$ 1,050
Account Administration Fee		\$ 4,500
Systems Fee		\$ 2,500
Total Fees		\$16,264

Claims will be handled for the life of the partnership with no additional per-claim fees. "ASC's" minimum claims fee is \$8,214. All claims handled by "ASC" will be credited towards the minimum fee by multiplying the actual number of claims by the fee per claimant. If the fee for the actual number of claims is more than \$8,214, "ASC" will invoice the "Client" for the difference between the actual fee and \$8,214.

¹ Any event resulting in 10 or more claimants/suffixes will be treated as a catastrophe and billed the quoted per claim rate for the first 10 claimants/suffixes and any claim/suffix over 10 will be billed at a per claim rate of \$350 per claim.

² Recorded in claims system only. Must be specified as "incident" at time of reporting.

ASC

Alternative Service Concepts, LLC

The administration fee includes:

- Account Setup
- New Claim Setup
- Client Meetings (Frequency to be Determined)
- Excess Reporting
- State Reporting
- Storage Fees

Should the client non-renew, open files can be handled by one of the following options:

- "ASC" will handle open files at our prevailing annual rate per file or at a pre-agreed, negotiated fee.
- "ASC" will return the files to the client with carrier approval.

Subrogation Pursuit and Recovery

15% of any recovery

Additional Services and Fees³

Client Data Transmission	\$2,500 Per Release
Computer Compatible Checks & Electronic Transfers	\$ At Cost
Carrier Data Transmission	\$400 Per Release
Data Conversion From Prior Administrator.....	At Cost
Reports Produced by "Client"	No Charge
Reports Produced by "ASC"	\$50 Per Copy
Systems Training	T&E (\$85 Per Hour)
Customized Programming	T&E (\$180/Hour)
Actuarial Data Requests.....	\$50 Per Hour

Invoicing and Payment Terms

Fees are payable on an annual basis. Fees are payable upon receipt of the invoice. "ASC" reserves the right to charge 1½% per month or the maximum legal rate on unpaid balances after 30 days.

Allocated Expenses

Allocated expenses will be charged to the claim file and include fees for:

- Legal services
- State-mandated EDI
- Court reporters
- Expert witness statements
- Professional photographs
- Official documents and transcripts
- Experts' / rehabilitation services
- Architects, contractors, engineers, chemists
- Police, fire, coroner, weather reports
- Accident reconstruction
- Property damage appraisals
- Subrogation collection cost payable to third party
- Extraordinary travel at client's request
- Medical records
- IMEs, MRIs, etc.
- Managed care
- Medical bill review
- Index Bureau Reporting

³ As required or requested. Most services are optional.

Item G.2.h.

ASC

Alternative Service Concepts, LLC

- Surveillance

- Any other expense requiring client approval

ALTERNATIVE SERVICE CONCEPTS, LLC

WITNESS: Jane Jamian

BY: Carolyn Adm

TITLE: CEO

DATE: 6-08-18

CITY OF CEDAR FALLS, IOWA

WITNESS: _____

BY: _____

TITLE: _____

DATE: _____



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

TO: Mayor Brown and City Council Members
FROM: Jennifer Rodenbeck, Director of Finance & Business Operations
DATE: June 15, 2018
SUBJECT: Funding Agreement with Greater Cedar Valley Alliance

Attached is the agreement with Greater Cedar Valley Alliance. The agreement sets forth the requirements that must be met by GCVA in order to receive \$23,500 of economic development funds for FY19, with the option for incentive payments. The FY19 agreement provides for a maximum incentive of \$20,000.

If you have any questions, please feel free to contact Karen Howard or myself.

FY2019 ECONOMIC DEVELOPMENT GRANT

**AGREEMENT TO SUPPORT "FULFILLING THE VISION" CAMPAIGN
FOR ECONOMIC VITALITY
OF
THE GREATER CEDAR VALLEY ALLIANCE & CHAMBER**

THIS AGREEMENT is entered into as of this 30th day of May, 2018, by and between the Greater Cedar Valley Alliance & Chamber (hereinafter "GCVAC"), and the City of Cedar Falls, Black Hawk County, Iowa (hereinafter "City").

WHEREAS, the Cedar Falls City Council adopted Resolution No.15,742 on November 26, 2007, wherein the City has adopted a policy and guidelines for the consideration of funding requests from outside agencies; and

WHEREAS, the GCVAC is an agency that qualifies for funding from the City pursuant to its City Council Resolution No.15,742; and

WHEREAS, the GCVAC has proposed to provide projects to increase the economic vitality and wealth by leading collaborative economic and community development in the Cedar Valley, and whereby the Alliance will engage in economic development activities to directly benefit the City of Cedar Falls; and

WHEREAS, the proposed activities of the GCVAC that will compliment or expand upon the existing economic development efforts of the City of Cedar Falls are explained in GCVAC's application filed with the City; and

WHEREAS, through the adoption of the FY19 Budget, the City Council of City has agreed in principle to provide certain funding for said project on certain terms and conditions, including execution of a formal agreement outlining the duties and responsibilities of the GCVAC and the City; and

WHEREAS, the GCVAC and the City have reached agreement on the precise terms and conditions under which the project will be undertaken and the funding provided, and now desire to reduce their agreement to writing.

NOW, THEREFORE, BE IT MUTUALLY COVENANTED AND AGREED AS FOLLOWS:

1. **Recipient status.** The GCVAC affirms that it is a qualified recipient to receive funds from City, as it is a private, non-profit corporation organized and existing under Iowa law. The GCVAC shall provide proof of tax-exempt status under the Internal Revenue Service Revenue Code prior to receiving funding.

2. **Recipient mission statement.** The GCVAC has provided the City with its mission statement and a detailed summary from an officer or board member specifying its use of the funds, consistent with the public purpose definition of City Council.

3. **Recipient documentation.** Prior to receiving funding, the GCVAC shall provide the following documentation to City:

Item G.2.i.

- a. Proof of business entity status, including a copy of by-laws and articles of incorporation if applicable;
- b. Complete information on the source and amount of funding received from all other sources, including but not limited to non-governmental agencies, membership dues and fees, and private contributions;
- c. Names and addresses of directors and/or officers;
- d. Line item budget for current fiscal year;
- e. List of any additional pending applications for funding to include funding source and dollar amount requested.

4. **Description of Project.** In consideration for the funding provided to GCVAC by the City, the GCVAC shall represent and advocate for the interests of business, industry and institutions operating in the City of Cedar Falls. Failure to abide by this requirement shall result in a Return of Funds pursuant to Paragraph 10 of this Agreement.

The GCVAC agrees that proposed activities of the GCVAC will compliment or expand upon the existing economic development efforts of the City of Cedar Falls, and to engage in the following economic development activities (hereinafter the "Project"),

a. **Business expansion and recruitment.**

1. Execute initiatives relevant to the recruitment of the area's highest value targeted industries: information solutions, advanced manufacturing, logistics, and foreign direct investment;
2. Continue to lead initiatives to promote the Cedar Valley area to information solution companies featuring the promotion of available office space;
3. Create and maintain relationships with site selection consultants and influences through regular engagement.
4. Identify and manage expansion and recruitment projects with the intent to encourage new developments that encourage and targets jobs creating an average wage rate of \$20.00/hr;
5. Prepare and be an advocate for funding businesses who wish to access state incentive programs;
6. Execute a robust existing business visitation program that will deliver real time information to economic development officials;
7. And maintain the data portal for the use of existing businesses and site selectors considering the area.

b. Encouraging **targeted business expansion** in the Cedar Valley through support of the urban model of Iowa Source Link and Advance Iowa, an economic gardening program, in which the Alliance & Chamber partners with UNI to grow existing privately held for-profit Cedar Valley companies that have 10-100 employees and \$1M-\$50M in revenue.

c. Industry Insights & Cedar Valley Manufacturers Network – Regional existing business surveying of primary businesses focused on high value/high growth that are at risk or have opportunity to grow in Cedar Falls and the Cedar Valley. Also events designed as networking and information sessions for local manufacturers including those in Cedar Falls.

d. Talent Connect - **Workforce Recruitment and Development.** Through its Live the Valley Campaign, the GCVAC will execute programming to recruit and retain talent in Cedar Falls and the Cedar Valley.

e. Government Relations-Advocate for the following:

1. Tax Reform: Simplification of the state's corporate and personal income tax system. Maintain the property tax backfill.
2. Workforce and Education: Education, recruitment and retention of workers; support and advocate Iowa Future Ready priorities; continued advocacy for adequate funding education at all levels; evaluate immigration policies to increase the number of workers; and continue to advocate for standards and accountability in education (Iowa Core).
3. Economic Development: Support current funding for IEDA incentives, pursue additional funding for TechWorks Campus and UNI for technology education and adoption, strengthen opportunities for entrepreneurs, and explore and establish economic development programs that attract quality jobs and foster innovation.
4. Infrastructure, Transportation, and Communications: Allocate new money from gas tax increase through the TIME-21 formula , explore new or alternative methods for funding transportation infrastructure construction and repair, explore funding for intermodal transportation.

f. Improving the "Brand".

1. A continuing priority is to communicate a brand message that positions the Cedar Valley as an economy driven by technology and innovation led businesses, as well as a superior Midwest quality of life.

5. **Funding.** The City agrees to provide funding in an amount not in excess of \$43,500 in order to support implementation of the Project, upon Request for Payment as provided in Paragraph 8, and upon receipt of the Accounting required in Paragraph 6, as follows:

- a. A Base Budget amount not to exceed \$23,500, to be paid in two separate payments of \$11,750 on December 31, 2018, and June 30, 2019; and
- b. An amount not in excess of \$20,000 in potential Incentive Payments, if earned, as follows:
 - 1) \$1,000 per acre of new development in the Cedar Falls Industrial & Technology Parks (projects in other areas within

Item G.2.i.

Cedar Falls will be evaluated on a case by case basis) provided that each acre must contain 10,000 sq. ft. of building structure on average and/or

- 2) \$1,000 per \$250,000 of new taxable value added to the Cedar Falls Industrial & Technology Parks (or other areas with Cedar Falls that will be evaluated on a case by case basis) and/or
- 3) \$1,000 per new Full Time jobs created in the Cedar Falls Industrial & Technology Parks (or other areas within Cedar Falls that will be evaluated on a case by case basis) provided the jobs have an hourly starting wage of at least \$15.37 for FY19 and/or

4) GCVAC will provide the following information in writing to the City on a quarterly basis to show all efforts made to promote Cedar Falls, broken down into categories for (a) companies solicited by GCVAC to locate in Cedar Falls, (b) companies GCVAC contacted to expand operations in Cedar Falls, and (c) inquiries received by GCVAC from companies for marketing materials or about available sites or buildings: number of initial calls, contacts, leads, prospects, conferences attended to present marketing about Cedar Falls, databases organized and/or posted on websites for providing relevant information about Cedar Falls, other efforts made to network, form relationships and/or subscribe to services, and material responses to requests for information. Based on the documentation submitted by GCVAC, the City, at its sole discretion, will evaluate the quarterly performance of GCVAC and may provide Quarterly Performance Payments up to \$5,000 to GCVAC, with a total maximum not to exceed to \$20,000. Quarterly Performance Payments are subject to City Council approval.

In addition, items that GCVAC staff leads and influences including talent development efforts that directly benefit Cedar Falls companies, innovation and startup assistance in Cedar Falls, and contribution to the entrepreneur ecosystem in Cedar Falls including support for the Future Forward Cedar Falls 2025 Strategic Plan in those areas the GCVAC is identified can be considered for incentive funding, subject to City Council approval.

Work completed by the GCVAC on a specific project that does not locate in Cedar Falls, does not proceed, or falls under the support capacity items noted in the prior paragraph, will be documented by the GCVAC and submitted to the City for incentive payment consideration by the City as part of the performance report. Item #5 b (4) is not intended to provide funding for projects or programs that are part of Section 4 Description of Project.

The incentive payments identified in Paragraph 5-b will be provided only if GCVAC can establish a causal relationship between its activities and the economic development for which it proposes to be paid the incentive payments. The incentive payments, if earned, shall be paid on December 31, 2018, and June 30, 2019.

Actual expenditures may exceed the amount budgeted for each major line item provided such costs are otherwise reasonable and allocable to the approved project scope of work. Total expenditures may not exceed the total funding amount authorized in this Paragraph.

6. **Documentation Regarding Accounting of Expenditure of City Funds.** The GCVAC shall provide the City with a detailed accounting of the expenditure of City funds and a written report outlining the GCVAC's performance and accomplishments within the scope of work outlined in its application, upon submitting Requests for Payment pursuant to Paragraph 8.

7. **Salaries.** A portion of the City's grant, as outlined in Paragraph 5, may provide funding for a portion of the salaries and employee benefits described in the application. City payment of a portion of the program's salary and benefit expenses shall not make the City responsible or liable for any employee. All employment-related claims made by a GCVAC employee or against a GCVAC employee by others will be borne by the GCVAC.

8. **Request for Payment.** All requests for payment or reimbursement shall be submitted by GCVAC to the City on a biannual basis, specifically December 31, 2018, and June 30, 2019. All payments or reimbursements are contingent upon receipt of the documentation required in Paragraph 6 above and upon receipt of the Report on Project Results required in Paragraph 9. City shall have a period of up to thirty (30) days from date of receipt of each request for payment and all necessary documentation, within which to make payment or reimbursement under this Agreement.

9. **Report on Project Results.** GCVAC agrees to provide the City with a written summary documenting the results of the Project on at least a biannual basis, specifically no later than November 1, 2018, and May 1, 2019. Such report shall include without limitation:

- a. Details of external marketing efforts, including, but not limited to: the number of initial calls, contacts, leads, prospects, initial proposals, follow up responses to requests for information, and a status update of ongoing economic development projects in Cedar Falls;
- b. The number of acres of new development in the Cedar Falls Industrial & Technology Parks or other areas within Cedar Falls (each acre must contain 10,000 sq. ft. of building structure on average);
- c. The amount of new taxable value added to the Cedar Falls Industrial & Technology Parks or other areas within Cedar Falls; and
- d. The number of new Full Time jobs created in the Cedar Falls Industrial & Technology Parks or other areas within Cedar Falls (each FTE job must have an hourly starting wage of at least \$15.37 for FY19).

Item G.2.i.

- e. Talent development efforts that directly benefit Cedar Falls companies, coworking space, Innovation and startup assistance in Cedar Falls, and contribution to the entrepreneur ecosystem in Cedar Falls including support for the Future Forward Cedar Falls 2025 Strategic Plan.

10. **Return of Funds.** In the event GCVAC does not use funds for the intended purpose(s) or in the event GCVAC does not comply with the reporting requirements of Paragraph 9 above, the funds or any portion thereof shall be returned to the City prior to the end of the current fiscal year, which is June 30, 2019.

11. **Time limitation of funding.** The parties hereby acknowledge that the City is not committed or obligated to provide funds beyond the terms and conditions of this Agreement, and that any future project or program requires a separate request and is subject to City Council approval and execution of a separate written agreement. This contract however does not prohibit the GCVAC from requesting additional financial support from the City for other activities associated with the Project in the Cedar Valley.

12. **Recipient Board.** The Recipient Board, Greater Cedar Valley Alliance & Chamber Board of Directors, will be charged with planning for the appropriate expenditure of City grant funds in accordance with this Agreement. The Mayor will represent the City of Cedar Falls on the Board.

13. **Termination.** Either party may terminate this contract at any time if:

- a. The other party materially breaches the terms of this contract; provided that the non-breaching party shall have given the breaching party written notice of such breach and the breaching party shall have failed to cure the same within (30) days after receipt of such notice;
- b. There is the loss or departure of key personnel that would jeopardize both the quality and time of performance or would make performance impractical with respect to budget contemplated for this contract, and a mutually acceptable replacement cannot be found; or
- c. Performance of any part of this contract by a party is prevented or delayed by reason of Force Majeure and cannot be overcome by reasonable diligence to satisfaction of either party.

In addition, either party may terminate this contract for any reason with 60 days written notice to the other party.

In the event of termination, immediate written notice shall be given by the authorized official of the party requesting termination to the other party which should specify both the reason for and the effective date of termination. Such notice shall be delivered by Certified Mail, telegram, or in person to the authorized official of the other party who executed this agreement.

14. **Liability.** GCVAC and the City agree that each party shall be responsible for its acts or omissions and the acts or omissions of its employees, officers, directors, agents or volunteers, to the extent allowed by law.

City, a municipal corporation under Iowa law, is self-insured subject to Chapter 670, Code of Iowa (Tort Liability of Governmental Subdivisions), which is the exclusive remedy for processing tort claims against the City.

Nothing contained in this Agreement shall vary or modify in any manner any governmental immunity which any party to this agreement, or its officers, directors, employees, agents or volunteers, may enjoy under any statute or rule of law, except to the extent provided in Section 670.7, Code of Iowa (2017), with respect to the procurement of insurance, and then only to the extent stated in the insurance policy and only as to those exceptions contained in Section 670.4, Code of Iowa (2017).

15. **Legal Expenses.** The GCVAC agrees that all legal expenses incurred by the City in connection with the defense of any claim made or brought against the City that is directly related to GCVAC's performance, or the performance of GCVAC's employees, officers, directors, agents or volunteers, under this agreement shall be the responsibility of the GCVAC.

16. **Terms of Agreement Control Over Application.** The parties acknowledge that the provisions of this Agreement are controlling and shall define the duties, responsibilities and conditions under which the Project shall be completed. Any and all provisions of GCVAC's Application describing the Project, which is inconsistent with the provisions of this Agreement, shall be ineffective. All persons who meet the eligibility requirements as defined in this Agreement shall be entitled to participate in the Project, regardless of race, color, creed, religion, national origin, sex, age, disability, sexual orientation, gender identity, or any other criteria, which by law constitutes unlawful discrimination.

17. **Entire Agreement.** This Agreement, together with the Application, to the extent not inconsistent with the terms hereof, constitute the entire agreement between the parties with respect to the subject matter hereof. There are no other oral or written promises or understandings except as expressly provided herein. This Agreement may be amended only by a written agreement signed by the parties hereto.

18. **Term of Agreement.** This Agreement covers the period from July 1, 2018 through and including June 30, 2019.

IN WITNESS WHEREOF, the parties have subscribed this Agreement effective as of the date stated above.

Greater Cedar Valley Alliance & Chamber

City of Cedar Falls, Iowa

By: 

By: _____
James P. Brown, Mayor

ATTEST:

Jacqueline Daniels, MMC, City Clerk



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM

TO: Mayor Brown City Council Members
FROM: Jennifer Rodenbeck, Director of Finance & Business Operations
DATE: June 15, 2018
SUBJECT: Funding Agreement with College Hill Partnership

Attached is the agreement with College Hill Partnership (CHP). The agreement sets forth the requirements that must be met by CHP in order to receive \$4,000 of economic development funds for FY19.

If you have any questions, please feel free to contact Karen Howard or myself.

FY2019 ECONOMIC DEVELOPMENT GRANT

**AGREEMENT IN SUPPORT
OF THE
THE COLLEGE HILL PARTNERSHIP**

THIS AGREEMENT is entered into as of this 11 day of June, 2018, by and between the College Hill Partnership, (hereinafter "CHP"), and the City of Cedar Falls, Black Hawk County, Iowa (hereinafter "City").

WHEREAS, the Cedar Falls City Council adopted Resolution No.15,742 on November 26, 2007, wherein the City has adopted a policy and guidelines for the consideration of funding requests from outside agencies; and

WHEREAS, CHP is an agency that qualifies for funding from the City pursuant to its City Council Resolution No.15,742; and

WHEREAS, the CHP has proposed to the City its plan to continue to revitalize and enhance the economic environment in the College Hill District, whereby CHP will use City funds to replace missing and worn banners on College Street and to pay out two façade projects , in order to benefit the City of Cedar Falls through the revitalization and promotion of the College Hill area; and

WHEREAS, CHP's project is explained in CHP's application filed with the City; and

WHEREAS, through the adoption of the FY19 Budget the City Council of City has agreed in principle to provide certain funding for said project on certain terms and conditions, including execution of a formal agreement outlining the duties and responsibilities of CHP and the City; and

WHEREAS, CHP and the City have reached agreement on the precise terms and conditions under which the project will be undertaken and the funding provided, and now desire to reduce their agreement to writing.

NOW, THEREFORE, BE IT MUTUALLY COVENANTED AND AGREED AS FOLLOWS:

1. **Recipient status.** The CHP affirms that it is a qualified recipient to receive funds from City, as it is a private, non-profit corporation organized and existing under Iowa law. The CHP shall provide proof of tax exempt status under the Internal Revenue Service Revenue Code prior to receiving funding.
2. **Recipient mission statement.** The CHP has provided the City with its mission statement and a detailed summary from an officer or board member specifying its use of the funds, consistent with the public purpose definition of City Council.
3. **Recipient documentation.** Prior to receiving funding, CHP shall provide the following documentation to City:

Item G.2.j.

- a. Proof of business entity status, including a copy of by-laws and articles of incorporation if applicable;
 - b. Complete information on the source and amount of funding received from all other sources, including but not limited to non-governmental agencies, membership dues and fees, and private contributions;
 - c. Names and addresses of directors and/or officers;
 - d. Line item budget for current fiscal year;
 - e. List of any additional pending applications for funding to include funding source and dollar amount requested.
4. **Description of Project.** In consideration for the funding provided to CHP by the City, the CHP shall utilize the funds to continue its mission to revitalize and enhance the economic environment in the College Hill District, by using the funds for replacing missing and worn signage on College Street and West 23rd Street. Additional funds are also being provided for two specific façade projects through the City's recently discontinued CDBG Façade Program (hereinafter the "Project"). .

Additionally, the intended outcome of the Project is direct new job creation and investment on College Hill. Documented results of actual job creation and new investment or reinvestment on College Hill will be a priority of CHP. Focus of the CHP should include the ongoing implementation of the College Hill Self Supported Municipal Improvement District (SSMID), along with the aggressive marketing and utilization of the recently established College Hill Urban Renewal and College Hill Urban Revitalization programs. Failure to abide by this requirement shall result in a Return of Funds pursuant to Paragraph 9 of this Agreement. The CHP agrees to implement the Project to aid in revitalization efforts of the College Hill District in Cedar Falls.

5. **Funding.** The City agrees to provide funding in an amount not in excess of \$4,000.00 in order to support implementation of the Project. \$2,000 of this amount is to be used for the banner signage and \$2,000 of this amount is to be used for the façade projects. Specifically \$1,000 for 2225 College Street and \$1,000 for 2224 College Street.

The project Budget is established as part of the Application, Actual expenditures may exceed the amount budgeted for each major line item provided such costs are otherwise reasonable and allocable to the approved project scope of work. Total expenditures may not exceed the total funding amount authorized in this section.

6. **Documentation Regarding Accounting of Expenditure of City Funds.** The CHP shall provide the City with a detailed accounting of the expenditure of City funds and a written report outlining CHP's performance and accomplishments within the scope of work outlined in its application, upon submitting Requests for Payment pursuant to Paragraph 7.

7. **Request for Payment.** All requests for payment or reimbursement from the economic development grant shall be submitted by CHP to the City on a biannual basis, specifically October 15, 2018 and April 15, 2019. All payments or reimbursements are contingent upon receipt of the detailed Accounting Report required in Paragraph 6 and upon receipt of the Report on Project Results required in Paragraph 8. City shall have a period of up to thirty (30) days from date of receipt of each request for payment and all necessary documentation, within which to make payment or reimbursement under this Agreement.

8. **Report on Project Results.** The CHP agrees to provide the City with a written summary documenting the results of the Project within thirty (30) days of receipt of all Funds provided in Paragraph 5 above. Such report shall include, without limitation, documented receipts, and results in numerical and/or narrative form for the following activities: economic development promotion, membership development, and progress on filling store fronts, fundraising strategies for ongoing operations, SSMID implementation, generation of new TIF increment and taxable valuation, specific economic development projects taking place in FY19, and resolution of code enforcement issues.

9. **Return of Funds.** In the event CHP does not use funds for the intended purpose(s) or in the event CHP does not comply with the reporting requirements of Paragraph 8 above, the funds or any portion thereof shall be returned to the City prior to the end of the current fiscal year, which is June 30, 2019.

10. **Time limitation of funding.** The parties hereby acknowledge that the City is not committed or obligated to provide funds beyond the terms and conditions of this Agreement, and that any future project or program requires a separate request and is subject to City Council approval and execution of a separate written agreement. This contract however does not prohibit the CHP from requesting additional financial support from the City for other activities associated with the Project in the Cedar Valley.

11. **Recipient Board.** The Recipient Board, the College Hill Partnership Board of Directors, will be charged with planning for the appropriate expenditure of City grant funds in accordance with this Agreement.

12. **Termination.** Either party may terminate this contract at any time if:
- a. The other party materially breaches the terms of this contract; provided that the non-breaching party shall have given the breaching party written notice of such breach and the breaching party shall have failed to cure the same within (30) days after receipt of such notice;
 - b. There is the loss or departure of key personnel that would jeopardize both the quality and time of performance or would make performance impractical with respect to budget contemplated for this contract, and a mutually acceptable replacement cannot be found; or
 - c. Performance of any part of this contract by a party is prevented or delayed by reason of Force Majeure and cannot be overcome by reasonable diligence to satisfaction of either party.

In addition, either party may terminate this contract for any reason with 60 days written notice to the other party.

In the event of termination, immediate written notice shall be given by the authorized official of the party requesting termination to the other party which should specify both the reason for and the effective date of termination. Such notice shall be delivered by Certified Mail, return receipt requested, or in person to the authorized official of the other party who executed this agreement.

13. **Liability.** The CHP and the City agree that each party shall be responsible for its acts or omissions and the acts or omissions of its employees, officers, directors, agents or volunteers, to the extent allowed by law.

Item G.2.j.

The City, a municipal corporation under Iowa law, is self-insured subject to Chapter 670, Code of Iowa (Tort Liability of Governmental Subdivisions), which is the exclusive remedy for processing tort claims against the City.

Nothing contained in this Agreement shall vary or modify in any manner any governmental immunity which any party to this agreement, or its officers, directors, employees, agents or volunteers, may enjoy under any statute or rule of law, except to the extent provided in Section 670.7, Code of Iowa (2017), with respect to the procurement of insurance, and then only to the extent stated in the insurance policy and only as to those exceptions contained in Section 670.4, Code of Iowa (2017).

14. **Legal Expenses.** The CHP agrees that all legal expenses incurred by the City in connection with the defense of any claim made or brought against the City that is directly related to CHP's performance, or the performance of CHP's employees, officers, directors, agents or volunteers, under this agreement shall be the responsibility of CHP.

15. **Terms of Agreement Control Over Application.** The parties acknowledge that the provisions of this Agreement are controlling and shall define the duties, responsibilities and conditions under which the Project shall be completed. Any and all provisions of CHP's Application describing the Project, which are inconsistent with the provisions of this Agreement, shall be ineffective. All persons who meet the eligibility requirements as defined in this Agreement shall be entitled to participate in the Project, regardless of race, color, creed, religion, national origin, sex, age, disability, sexual orientation, gender identity, or any other criteria which by law constitutes unlawful discrimination.


16. **Entire Agreement.** This Agreement, together with the Application, to the extent not inconsistent with the terms hereof, constitute the entire agreement between the parties with respect to the subject matter hereof. There are no other oral or written promises or understandings except as expressly provided herein. This Agreement may be amended only by a written agreement signed by the parties hereto.

17. **Term of Agreement.** This Agreement covers the period from July 1, 2018 through and including June 30, 2019.

IN WITNESS WHEREOF, the parties have subscribed this Agreement effective as of the date stated above.

COLLEGE HILL PARTNERSHIP

By:

 June 11, 2018

City of Cedar Falls, Iowa

By:

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC
City Clerk



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM

TO: Mayor Brown and City Council Members
FROM: Jennifer Rodenbeck, Director of Finance & Business Operations
DATE: June 15, 2018
SUBJECT: Funding Agreement with College Hill Partnership

Attached is the agreement to Support the Economic Development Program of Cedar Falls College Hill Partnership (CHP). The agreement sets forth the requirements that must be met by CHP in order to receive SSMID funds in FY19, which are estimated at \$31,230.

If you have any questions, please feel free to contact Karen Howard or myself.

**AGREEMENT TO SUPPORT ECONOMIC DEVELOPMENT PROGRAM
OF
CEDAR FALLS COLLEGE HILL PARTNERSHIP
FY19 SSMID FUNDS**

THIS AGREEMENT is entered into as of this 11 day of June, 2018, by and between the College Hill Partnership (hereinafter "CHP"), and the City of Cedar Falls, Black Hawk County, Iowa (hereinafter "City").

WHEREAS, the Cedar Falls City Council, by virtue of Cedar Falls City Ordinance §§ 2-685 et. seq., created a self-supported municipal improvement district as defined in Chapter 386 of the Code of Iowa.

WHEREAS, the district is identified as the "College Hill Self-Supported Municipal Improvement District", the purposes of which district are the undertaking of actions and the design and construction of any and all improvements authorized by Iowa Code Chapter 386, and the performance of administration, redevelopment and revitalization of the district.

WHEREAS, the CHP is the agency responsible for the administration, redevelopment and revitalization of the College Hill Self-Supported Municipal Improvement District (hereinafter "SSMID"), and CHP will use City funds to develop and encourage retail businesses in the College Hill area by way of promotion, development, growth, and organization in order to benefit the City of Cedar Falls; and

WHEREAS, the CHP and the City have reached agreement on the precise terms and conditions under which the SSMID funds shall be administered and now desire to reduce their agreement to writing.

NOW, THEREFORE, BE IT MUTUALLY COVENANTED AND AGREED AS FOLLOWS:

1. **Recipient status.** The CHP affirms that it is a qualified recipient to receive funds from City, as it is a private, non-profit corporation organized and existing under Iowa law. The CHP shall provide proof of tax-exempt status under the Internal Revenue Service Revenue Code prior to receiving funding.
2. **Recipient mission statement.** The CHP has provided the City with its mission statement and a detailed summary from an officer or board member specifying its use of the funds, consistent with the Cedar Falls City Ordinance § 2-685.
3. **Description of Project.** In consideration for the funding provided to CHP by the City, the CHP shall represent and advocate for the interests of economic development, tourism and quality of life in the College Hill area, as well as to perform the administration, redevelopment and revitalization of the district. Failure to abide by this requirement shall result in a Return of Funds pursuant to Paragraph 9 of this Agreement. The CHP agrees to develop and encourage retail businesses by way of promotion, development, growth, and organization (hereinafter the "Project")

Item G.2.k.

4. **Funding.** The City agrees to provide funding in an amount estimated to be \$31,230 SSMID funds budgeted for FY2019, in order to support implementation of the Project. In no event shall the City be obligated to provide funding in excess of the taxes collected and deposited in the College Hill Self-Supported Municipal Improvement District Operation Fund.

5. **Documentation Regarding Accounting of Expenditure of City Funds.** The CHP shall provide the City with a detailed accounting of the expenditure of City funds and a written report outlining CHP's performance and accomplishments within the scope of work outlined in its application, upon submitting Requests for Payment pursuant to Paragraph 7.

6. **Salaries.** A portion of the City's funding, as outlined in Paragraph 4, may provide funding for a portion of the salaries and employee benefits. City payment of a portion of the program's salary and benefit expenses shall not make the City responsible or liable for any employee. All employment-related claims made by a CHP employee or against a CHP employee by others will be borne by the CHP.

7. **Request for Payment.** All requests for payment or reimbursement from SSMID funds shall be submitted by CHP to the City on a biannual basis, specifically October 15, 2018, and April 15, 2019. All payments or reimbursements are contingent upon receipt of the detailed Accounting Report required in Paragraph 5 and upon receipt of the Report on Project Results required in Paragraph 8. City shall have a period of up to thirty (30) days from date of receipt of each request for payment and all necessary documentation, within which to make payment or reimbursement under this Agreement. Any additional SSMID funds collected after April 15, 2019, shall be remitted to CHP by June 30, 2019.

8. **Report on Project Results.** CHP agrees to provide the City with a written summary documenting the use of the SSMID funds on a biannual basis, specifically no later than October 15, 2018, and April 15, 2019. Such report shall include without limitation, details of the development of retail business in the area

9. **Return of Funds.** In the event CHP does not use funds for the intended purpose(s) or in the event CHP does not comply with the reporting requirements of Paragraph 8 above, the funds or any portion thereof shall be returned to the City prior to the end of the fiscal year, which is June 30, 2019.

10. **Time limitation of funding.** The parties hereby acknowledge that the City is not committed or obligated to provide funds beyond the terms and conditions of this Agreement, and that any future project or program requires a separate request and is subject to City Council approval and execution of a separate written agreement. This contract however does not prohibit the CHP from requesting additional financial support from the City for other activities associated with the Project in the Cedar Valley.

11. **Recipient Board.** The Recipient Board, the College Hill Partnership Board of Directors, will be charged with planning for the appropriate expenditure of City SSMID funds in accordance with this Agreement. The Mayor shall designate the Liaison(s) to serve on this Board.

12. **Termination.** Either party may terminate this contract at any time if:

- a. The other party materially breaches the terms of this contract; provided that the non-breaching party shall have given the breaching party written

- notice of such breach and the breaching party shall have failed to cure the same within (30) days after receipt of such notice;
- b. There is the loss or departure of key personnel that would jeopardize both the quality and time of performance or would make performance impractical with respect to budget contemplated for this contract, and a mutually acceptable replacement cannot be found; or
 - c. Performance of any part of this contract by a party is prevented or delayed by reason of Force Majeure and cannot be overcome by reasonable diligence to satisfaction of either party.

In addition, either party may terminate this contract for any reason with 60 days written notice to the other party.

In the event of termination, immediate written notice shall be given by the authorized official of the party requesting termination to the other party which should specify both the reason for and the effective date of termination. Such notice shall be delivered by Certified Mail, return receipt requested, or in person to the authorized official of the other party who executed this agreement.

13. **Liability.** CHP and the City agree that each party shall be responsible for its acts or omissions and the acts or omissions of its employees, officers, directors, agents or volunteers, to the extent allowed by law.

City, a municipal corporation under Iowa law, is self-insured subject to Chapter 670, Code of Iowa (Tort Liability of Governmental Subdivisions), which is the exclusive remedy for processing tort claims against the City.

Nothing contained in this Agreement shall vary or modify in any manner any governmental immunity which any party to this agreement, or its officers, directors, employees, agents or volunteers, may enjoy under any statute or rule of law, except to the extent provided in Section 670.7, Code of Iowa (2017), with respect to the procurement of insurance, and then only to the extent stated in the insurance policy and only as to those exceptions contained in Section 670.4, Code of Iowa (2017).

14. **Legal Expenses.** The CHP agrees that all legal expenses incurred by the City in connection with the defense of any claim made or brought against the City that is directly related to CHP's performance, or the performance of CHP's employees, officers, directors, agents or volunteers, under this agreement shall be the responsibility of CHP.

15. **Participation in Project.** All persons who meet the eligibility requirements as defined in this Agreement shall be entitled to participate in the Project, regardless of race, color, creed, religion, national origin, sex, age, disability, sexual orientation, gender identity, or any other criteria, which by law constitutes unlawful discrimination.

16. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the SSMID funds provided pursuant to Cedar Falls City Ordinance §§ 2-685 et. seq. There are no other oral or written promises or understandings except as expressly provided herein. This Agreement may be amended only by a written agreement signed by the parties hereto.

17. **Term of Agreement.** This Agreement covers the period from July 1, 2018 through and including June 30, 2019.

Item G.2.k.

IN WITNESS WHEREOF, the parties have subscribed this Agreement effective as of the date stated above.

College Hill Partnership

By: Kang Enshing June 11, 2018

City of Cedar Falls, Iowa

By: _____
James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC
City Clerk



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM

TO: Mayor Brown and City Council Members
FROM: Jennifer Rodenbeck, Director of Finance & Business Operations
DATE: June 15, 2018
SUBJECT: Funding Agreement with Community Main Street

Attached is the agreement with Cedar Falls Community Main Street (CMS). The agreement sets forth the requirements that must be met by CMS in order to receive \$15,000 of economic development funds for FY19.

If you have any questions, please feel free to contact Karen Howard or myself.

FY2019 ECONOMIC DEVELOPMENT GRANT

**AGREEMENT TO SUPPORT ECONOMIC DEVELOPMENT PROGRAM
OF
CEDAR FALLS COMMUNITY MAIN STREET**

THIS AGREEMENT is entered into as of this 13 day of June, 2018, by and between the Cedar Falls Community Main Street, Inc., (hereinafter "CMS"), and the City of Cedar Falls, Black Hawk County, Iowa (hereinafter "City").

WHEREAS, the Cedar Falls City Council adopted Resolution No.15,742 on November 26, 2007, wherein the City has adopted a policy and guidelines for the consideration of funding requests from outside agencies; and

WHEREAS, the CMS is an agency that qualifies for funding from the City pursuant to its City Council Resolution No.15,742; and

WHEREAS, the CMS has proposed to the City its "Downtown Cedar Falls District" project, whereby CMS will use City funds to foster economic vitality while preserving and promoting the historic image and character of downtown Cedar Falls in order to benefit the City of Cedar Falls; and

WHEREAS, the "Downtown Cedar Falls District" project is explained in CMS's application filed with the City; and

WHEREAS, through the adoption of the FY19 Budget, the City Council of City has agreed in principle to provide certain funding for said project on certain terms and conditions, including execution of a formal agreement outlining the duties and responsibilities of the CMS and the City; and

WHEREAS, the CMS and the City have reached agreement on the precise terms and conditions under which the project will be undertaken and the funding provided, and now desire to reduce their agreement to writing.

NOW, THEREFORE, BE IT MUTUALLY COVENANTED AND AGREED AS FOLLOWS:

1. **Recipient status.** The CMS affirms that it is a qualified recipient to receive funds from City, as it is a private, non-profit corporation organized and existing under Iowa law. The CMS shall provide proof of tax-exempt status under the Internal Revenue Service Revenue Code prior to receiving funding.

2. **Recipient mission statement.** The CMS has provided the City with its mission statement and a detailed summary from an officer or board member specifying its use of the funds, consistent with the public purpose definition of City Council, which is incorporated by reference in the CMS application.

3. **Recipient documentation.** Prior to receiving funding, CMS shall provide the following documentation to City:

- a. Proof of business entity status, including a copy of by-laws and articles of incorporation if applicable;

Item G.2.I.

- b. Complete information on the source and amount of funding received from all other sources, including but not limited to non-governmental agencies, membership dues and fees, and private contributions;
- c. Names and addresses of directors and/or officers;
- d. Line item budget for current fiscal year;
- e. List of any additional pending applications for funding to include funding source and dollar amount requested.

4. **Description of Project.** In consideration for the funding provided to CMS by the City, CMS shall utilize the funds for implementation of the Economic Development Programming aspect outlined in their application and for the streetscape improvement project. Failure to abide by this requirement shall result in a Return of Funds pursuant to Paragraph 10 of this Agreement. The CMS agrees to pursue new outside funding for the district, create promotions, recruit and support businesses, and carryout the myriad of individual tasks that result in a robust economic developmental effort for the district described in their application (hereinafter the "Project").

CMS will focus its efforts on the creation of new quality jobs, increased tax base and continued new investment within the district, and investment within the district along with related promotional and marketing efforts to increase and maintain the vitality of the district.

5. **Funding.** The City agrees to provide funding in an amount not in excess of \$10,000 in order to support implementation of the Economic Programming Project and \$5,000 for the streetscape improvement project.

The project Budget is established as part of the Application, Actual expenditures may exceed the amount budgeted for each major line item provided such costs are otherwise reasonable and allocable to the approved project scope of work. Total expenditures may not exceed the total funding amount authorized in this section.

6. **Documentation Regarding Accounting of Expenditure of City Funds.** The CMS shall provide the City with a detailed accounting of the expenditure of City funds and a written report outlining CMS's performance and accomplishments within the scope of work outlined in its application, upon submitting Requests for Payment pursuant to Paragraph 8.

7. **Salaries.** A portion of the City's grant, as outlined in Paragraph 5, may provide funding for a portion of the salaries and employee benefits described in the application. City payment of a portion of the program's salary and benefit expenses shall not make the City responsible or liable for any employee. All employment-related claims made by a CMS employee or against a CMS employee by others will be borne by the CMS.

8. **Request for Payment.** All requests for payment or reimbursement from the economic development grant shall be submitted by CMS to the City on a biannual basis, specifically October 15, 2018 and April 15, 2019. All payments or reimbursements are contingent upon receipt of the detailed Accounting Report required in Paragraph 6 and upon receipt of the Report on Project Results required in Paragraph 9. City shall have a period of up to thirty (30) days from date of receipt of each request for payment and all necessary documentation, within which to make payment or reimbursement under this Agreement.

9. **Report on Project Results.** CMS agrees to provide the City with a written summary documenting the results of the Project on a biannual basis, specifically no later than

October 15, 2018 and April 15, 2019. Such report shall include without limitation, details of the following activities:

- a. Design and historic preservation
- b. Business development and retention
- c. Promotion and marketing
- d. Member development, training and communication
- e. A summary of new investment and job creation/retention figures for the applicable reporting period.
- f. Identify specific economic development projects taking place in FY19.
- g. Streetscape Improvement project status and Community Main Street's contribution to it.

10. **Return of Funds.** In the event CMS does not use funds for the intended purpose(s) or in the event CMS does not comply with the reporting requirements of Paragraph 9 above, the funds or any portion thereof shall be returned to the City prior to the end of the current fiscal year, which is June 30, 2019.

11. **Time limitation of funding.** The parties hereby acknowledge that the City is not committed or obligated to provide funds beyond the terms and conditions of this Agreement, and that any future project or program requires a separate request and is subject to City Council approval and execution of a separate written agreement. This contract however does not prohibit the CMS from requesting additional financial support from the City for other activities associated with the Project in the Cedar Valley.

12. **Recipient Board.** The Recipient Board, the Community Main Street Board of Directors, will be charged with planning for the appropriate expenditure of City grant funds in accordance with this Agreement. The Mayor shall designate the Liaison(s) to serve on this Board.

13. **Termination.** Either party may terminate this contract at any time if:
- a. The other party materially breaches the terms of this contract; provided that the non-breaching party shall have given the breaching party written notice of such breach and the breaching party shall have failed to cure the same within (30) days after receipt of such notice;
 - b. There is the loss or departure of key personnel that would jeopardize both the quality and time of performance or would make performance impractical with respect to budget contemplated for this contract, and a mutually acceptable replacement cannot be found; or
 - c. Performance of any part of this contract by a party is prevented or delayed by reason of Force Majeure and cannot be overcome by reasonable diligence to satisfaction of either party.

In addition, either party may terminate this contract for any reason with 60 days written notice to the other party.

In the event of termination, immediate written notice shall be given by the authorized official of the party requesting termination to the other party which should specify both the reason for and the effective date of termination. Such notice shall be delivered by Certified Mail, return receipt requested, or in person to the authorized official of the other party who executed this agreement.

Item G.2.I.

14. **Liability.** CMS and the City agree that each party shall be responsible for its acts or omissions and the acts or omissions of its employees, officers, directors, agents or volunteers, to the extent allowed by law.

City, a municipal corporation under Iowa law, is self-insured subject to Chapter 670, Code of Iowa (Tort Liability of Governmental Subdivisions), which is the exclusive remedy for processing tort claims against the City.

Nothing contained in this Agreement shall vary or modify in any manner any governmental immunity which any party to this agreement, or its officers, directors, employees, agents or volunteers, may enjoy under any statute or rule of law, except to the extent provided in Section 670.7, Code of Iowa (2017), with respect to the procurement of insurance, and then only to the extent stated in the insurance policy and only as to those exceptions contained in Section 670.4, Code of Iowa (2017).

15. **Legal Expenses.** The CMS agrees that all legal expenses incurred by the City in connection with the defense of any claim made or brought against the City that is directly related to CMS's performance, or the performance of CMS's employees, officers, directors, agents or volunteers, under this agreement shall be the responsibility of CMS.

16. **Terms of Agreement Control Over Application.** The parties acknowledge that the provisions of this Agreement are controlling and shall define the duties, responsibilities and conditions under which the Project shall be completed. Any and all provisions of CMS's Application describing the Project, which is inconsistent with the provisions of this Agreement, shall be ineffective. All persons who meet the eligibility requirements as defined in this Agreement shall be entitled to participate in the Project, regardless of race, color, creed, religion, national origin, sex, age, disability, sexual orientation, gender identity, or any other criteria, which by law constitutes unlawful discrimination.

17. **Entire Agreement.** This Agreement, together with the Application, to the extent not inconsistent with the terms hereof, constitute the entire agreement between the parties with respect to the subject matter hereof. There are no other oral or written promises or understandings except as expressly provided herein. This Agreement may be amended only by a written agreement signed by the parties hereto.

18. **Term of Agreement.** This Agreement covers the period from July 1, 2018 through and including June 30, 2019.

IN WITNESS WHEREOF, the parties have subscribed this Agreement effective as of the date stated above.

Community Main Street, Inc.

By:  _____

City of Cedar Falls, Iowa

By: _____

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC
City Clerk



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM

TO: Mayor Brown and City Council Members
FROM: Jennifer Rodenbeck, Director of Finance & Business Operations
DATE: June 15, 2018
SUBJECT: Funding Agreement with Community Main Street

Attached is the agreement to Support the Economic Development Program of Cedar Falls Community Main Street (CMS). The agreement sets forth the requirements that must be met by CMS in order to receive SSMID funds in FY19, which are estimated at \$202,870.

If you have any questions, please feel free to contact Karen Howard or myself.

**AGREEMENT TO SUPPORT ECONOMIC DEVELOPMENT PROGRAM
OF
CEDAR FALLS COMMUNITY MAIN STREET
FY19 SSMID FUNDS**

THIS AGREEMENT is entered into as of this 13 day of June, 2018, by and between the Cedar Falls Community Main Street, Inc., (hereinafter "CMS"), and the City of Cedar Falls, Black Hawk County, Iowa (hereinafter "City").

WHEREAS, the Cedar Falls City Council, by virtue of Cedar Falls City Ordinance §§ 2-676 et. seq., created a self-supported municipal improvement district as defined in Chapter 386 of the Code of Iowa.

WHEREAS, the district is identified as the "Downtown Cedar Falls Self-Supported Municipal Improvement District", the purposes of which district are the undertaking of actions and the design and construction of any and all improvements authorized by Iowa Code Chapter 386, and the performance of administration, redevelopment and revitalization of the district.

WHEREAS, the CMS is the agency responsible for the administration, redevelopment and revitalization of the Downtown Cedar Falls Self-Supported Municipal Improvement District (hereinafter "SSMID"), and CMS will use City funds to foster economic vitality while preserving and promoting the historic image and character of downtown Cedar Falls in order to benefit the City of Cedar Falls; and

WHEREAS, the CMS and the City have reached agreement on the precise terms and conditions under which the SSMID funds shall be administered and now desire to reduce their agreement to writing.

NOW, THEREFORE, BE IT MUTUALLY COVENANTED AND AGREED AS FOLLOWS:

1. **Recipient status.** The CMS affirms that it is a qualified recipient to receive funds from City, as it is a private, non-profit corporation organized and existing under Iowa law. The CMS shall provide proof of tax-exempt status under the Internal Revenue Service Revenue Code prior to receiving funding.
2. **Recipient mission statement.** The CMS has provided the City with its mission statement and a detailed summary from an officer or board member specifying its use of the funds, consistent with the Cedar Falls City Ordinance § 2-676.
3. **Description of Project.** In consideration for the funding provided to CMS by the City, the CMS shall represent and advocate for the interests of economic development, tourism and quality of life in downtown Cedar Falls, as well as to perform the administration, redevelopment and revitalization of the district. Failure to abide by this requirement shall result in a Return of Funds pursuant to Paragraph 9 of this Agreement. The CMS agrees to continue its implementation of the "Main Street" philosophy, (hereinafter the "Project"), to engage in the following economic development activities in downtown Cedar Falls:
 - a. Design and historic preservation
 - b. Business development and retention

Item G.2.m.

- c. Promotion and marketing
- d. Member development, training and communication

4. **Funding.** The City agrees to provide funding in an amount estimated to be \$202,870 SSMID funds budgeted for FY2019, in order to support implementation of the Project. In no event shall the City be obligated to provide funding in excess of the taxes collected and deposited in the Downtown Cedar Falls Self-Supported Municipal Improvement District Operation Fund.

5. **Documentation Regarding Accounting of Expenditure of City Funds.** The CMS shall provide the City with a detailed accounting of the expenditure of City funds and a written report outlining CMS's performance and accomplishments within the scope of work outlined in its application, upon submitting Requests for Payment pursuant to Paragraph 7.

6. **Salaries.** A portion of the City's funding, as outlined in Paragraph 4, may provide funding for a portion of the salaries and employee benefits. City payment of a portion of the program's salary and benefit expenses shall not make the City responsible or liable for any employee. All employment-related claims made by a CMS employee or against a CMS employee by others will be borne by the CMS.

7. **Request for Payment.** All requests for payment or reimbursement from SSMID funds shall be submitted by CMS to the City on a biannual basis, specifically October 15, 2018, and April 15, 2019. All payments or reimbursements are contingent upon receipt of the detailed Accounting Report required in Paragraph 5 and upon receipt of the Report on Project Results required in Paragraph 8. City shall have a period of up to thirty (30) days from date of receipt of each request for payment and all necessary documentation, within which to make payment or reimbursement under this Agreement. Any additional SSMID funds collected after April 15, 2019, shall be remitted to CMS by June 30, 2019.

8. **Report on Project Results.** CMS agrees to provide the City with a written summary documenting the use of the SSMID funds on a biannual basis, specifically no later than October 15, 2018, and April 15, 2019. Such report shall include without limitation, details of the following activities:

- a. Design and historic preservation
- b. Business development and retention
- c. Promotion and marketing
- d. Member development, training and communication

9. **Return of Funds.** In the event CMS does not use funds for the intended purpose(s) or in the event CMS does not comply with the reporting requirements of Paragraph 8 above, the funds or any portion thereof shall be returned to the City prior to the end of the fiscal year, which is June 30, 2019.

10. **Time limitation of funding.** The parties hereby acknowledge that the City is not committed or obligated to provide funds beyond the terms and conditions of this Agreement, and that any future project or program requires a separate request and is subject to City Council approval and execution of a separate written agreement. This contract however does not prohibit the CMS from requesting additional financial support from the City for other activities associated with the Project in the Cedar Valley.

11. **Recipient Board.** The Recipient Board, the Community Main Street Board of Directors, will be charged with planning for the appropriate expenditure of City SSMID funds in accordance with this Agreement. The Mayor shall designate the Liaison(s) to serve on this Board.

12. **Termination.** Either party may terminate this contract at any time if:
- a. The other party materially breaches the terms of this contract; provided that the non-breaching party shall have given the breaching party written notice of such breach and the breaching party shall have failed to cure the same within (30) days after receipt of such notice;
 - b. There is the loss or departure of key personnel that would jeopardize both the quality and time of performance or would make performance impractical with respect to budget contemplated for this contract, and a mutually acceptable replacement cannot be found; or
 - c. Performance of any part of this contract by a party is prevented or delayed by reason of Force Majeure and cannot be overcome by reasonable diligence to satisfaction of either party.

In addition, either party may terminate this contract for any reason with 60 days written notice to the other party.

In the event of termination, immediate written notice shall be given by the authorized official of the party requesting termination to the other party which should specify both the reason for and the effective date of termination. Such notice shall be delivered by Certified Mail, return receipt requested, or in person to the authorized official of the other party who executed this agreement.

13. **Liability.** CMS and the City agree that each party shall be responsible for its acts or omissions and the acts or omissions of its employees, officers, directors, agents or volunteers, to the extent allowed by law.

City, a municipal corporation under Iowa law, is self-insured subject to Chapter 670, Code of Iowa (Tort Liability of Governmental Subdivisions), which is the exclusive remedy for processing tort claims against the City.

Nothing contained in this Agreement shall vary or modify in any manner any governmental immunity which any party to this agreement, or its officers, directors, employees, agents or volunteers, may enjoy under any statute or rule of law, except to the extent provided in Section 670.7, Code of Iowa (2017), with respect to the procurement of insurance, and then only to the extent stated in the insurance policy and only as to those exceptions contained in Section 670.4, Code of Iowa (2017).

14. **Legal Expenses.** The CMS agrees that all legal expenses incurred by the City in connection with the defense of any claim made or brought against the City that is directly related to CMS's performance, or the performance of CMS's employees, officers, directors, agents or volunteers, under this agreement shall be the responsibility of CMS.

15. **Participation in Project.** All persons who meet the eligibility requirements as defined in this Agreement shall be entitled to participate in the Project, regardless of race, color, creed, religion, national origin, sex, age, disability, sexual orientation, gender identity, or any other criteria, which by law constitutes unlawful discrimination.

Item G.2.m.

16. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the SSMID funds provided pursuant to Cedar Falls City Ordinance §§ 2-676 et. seq. There are no other oral or written promises or understandings except as expressly provided herein. This Agreement may be amended only by a written agreement signed by the parties hereto.

17. **Term of Agreement.** This Agreement covers the period from July 1, 2018 through and including June 30, 2019.

IN WITNESS WHEREOF, the parties have subscribed this Agreement effective as of the date stated above.

Community Main Street, Inc.

By:



City of Cedar Falls, Iowa

By:

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC
City Clerk



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM

Financial Services Division

TO: Mayor Brown and City Council Members
FROM: Lisa Roeding, Controller/City Treasurer
DATE: June 12, 2018
SUBJECT: Banking Services Contract

The City of Cedar Falls sent out a request for proposal (RFP) for banking services for the period July 1, 2018 through June 30, 2023. Seven financial institutions submitted bids. After reviewing the bids and interviewing the top two bidders, I would recommend the continuing with Farmers State Bank as our provider of banking services.

The recommendation is based on several factors. These factors include the interest rate earned on our deposits, the minimal fees charged, on-line banking services provided, sorting of various city deposits, and other banking services provided. Farmers State Bank has been our banking services provider for the past seven years. In addition, the interest rate earned on our deposits is very competitive, and they are able to provide the banking services as requested by the City.

As part of the RFP the City requested information on additional services which a financial institution may provide, including positive pay and remote deposit. Farmers State Bank is able to provide free of charge Positive Pay. Positive Pay is an automated fraud detection tool. The City will be able to upload issued checks, void checks, decision exception items and search for items through the Farmers State Bank online banking positive pay portal. Farmer State Bank highly recommends this fraud protection service. The City will begin the Positive Pay service in FY2019.

Attached is the contract with Farmers State Bank for your approval. If you have any questions about the contract, or the RFP process, please feel free to contact me.

Cc:Jennifer Rodenbeck, Director of Finance & Business Operations

**AGREEMENT FOR BANKING SERVICES BETWEEN
CITY OF CEDAR FALLS, IOWA
AND FARMERS STATE BANK**

THIS AGREEMENT made and entered into this 18th day of June, 2018 by and between the City of Cedar Falls, Iowa, hereinafter called "the City" and Farmers State Bank, hereinafter called "the Bank."

WHEREAS, the City wishes to obtain the services of the Bank to perform banking services as stated in Chapter 12C, Code of Iowa, for five years beginning July 1, 2018 and ending June 30, 2023;

WHEREAS, the Bank is equipped and staffed to perform the above services; and

WHEREAS, this agreement is in the public interest in fulfilling the requirements of Chapter 12 of the Code of Iowa.

NOW, THEREFORE, BE IT UNDERSTOOD AND AGREED:

1. That the Bank will:
 - A. Maintain a non-interest bearing checking account for the City's Community Development Block Grant Fund. No minimum balance required and minimum service charges as noted in bid.
 - B. Maintain two interest bearing checking accounts (1) City's General and (2) Sections 8 Funds. Interest will be paid based on 1 Year Constant Maturing Treasury rate minus .15%. The current 1 Year Constant Maturing Treasury rate is currently at 2.23% with the City of Cedar Falls earning 2.08%. No minimum balance required and minimum service charges as noted in bid.
 - C. Provide the City with I-Banking online service at no monthly cost. This will allow the City to review account activity daily, transfer funds between accounts, place stop payments, and complete Automated Clearinghouse (ACH) transactions.
 - D. Provide reconciliation services for the three accounts, including the following:
 1. A monthly bank statement received by the fifth working day that will include the month end bank account balance; all checks paid listed by check number, amount and date paid; and deposits and credits/debits listed by date and amount.
 2. Receive images of all cancelled checks, sorted serially by check number on a monthly basis.
 3. Receive images of all items, such as debit and credit memos and deposit tickets in date order, on a monthly basis.

Item G.2.n.

- E. Provide separate deposit tickets with the 3-digit deposit transaction code for City Hall, parking meter, library, golf, and recreation divisions at a cost as noted in the bid.
 - F. Provide the City with all coin and currency needs at no cost.
 - G. Provide the City Positive Pay at no cost.
2. That the City will:
- A. Agree to use Farmers State Bank as its sole provider of banking services. The City agrees to low fee banking services and agrees to pay for the following fees:
 - i. \$8/each for deposited returned checks.
 - ii. \$20/each for outgoing bank wires
 - iii. \$12/each for incoming bank wires
 - B. Have a 3 x 10 safety deposit box at the 515 Main Street location for a City cost of \$33/year.
 - C. Purchase checks at the City's expense.
3. Termination of Agreement:
- A. Either party may terminate this contract with a ninety day written notice or if either party fails to perform the covenants of this agreement.
4. Extension of Agreement:
- A. This agreement may be extended for one additional two year term, if agreed upon by both parties.

IN WITNESS THEREOF, the City of Cedar Falls, Iowa and Farmers State Bank have executed this AGREEMENT as of the dates indicated below.

FARMERS STATE BANK

CITY OF CEDAR FALLS, IOWA

By: A. Sears

By: _____

Title: Treasury Management Officer

Title: _____

Date: 6/11/2018

Date: _____



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM

Financial Services Division

TO: Mayor Brown and City Council Members
FROM: Lisa Roeding, Controller/City Treasurer
DATE: June 12, 2018
SUBJECT: Merchant Processing Services Contract

The City of Cedar Falls sent out a request for proposal (RFP) for merchant processing services for the period July 1, 2018 through June 30, 2023. Seven financial institutions submitted bids. After reviewing the bids and interviewing the top bidders, I would recommend approval of Professional Solutions Financial Services as our new provider of merchant processing services.

The recommendation is based on several factors. Professional Solutions Financial Services had the lowest fee schedule. Professional Solutions Financial Services is associated with Lincoln Savings Bank. They also are able to provide on-line reporting for each merchant account.

Attached is the contract with Professional Solutions Financial Services for your approval. If you have any questions about the contract, or the RFP process, please feel free to contact me.

Cc:Jennifer Rodenbeck, Director of Finance & Business Operations

**AGREEMENT FOR MERCHANT PROCESSING SERVICES BETWEEN
CITY OF CEDAR FALLS, IOWA AND PROFESSIONAL SOLUTIONS FINANCIAL SERVICES**

THIS AGREEMENT made and entered into this 18th day of June, 2018 by and between the City of Cedar Falls, Iowa, hereinafter called "the City" and Professional Solutions Financial Services.

WHEREAS, the City wishes to obtain the services of Professional Solutions Financial Services to perform Merchant Processing for five years beginning July 1, 2018 and ending June 30, 2023;

WHEREAS, Professional Solutions Financial Services are equipped and staffed to perform the above services.

NOW, THEREFORE, BE IT UNDERSTOOD AND AGREED:

1. That Professional Solutions Financial Services will:

- A. Provide Credit Card Processing for eleven point of sale locations and two online gateways. The 11 point of sale locations are City Hall, Cedar Falls Recreation Center, Visitor and Tourism Center, Hearst Center for the Arts, Falls Aquatic Center Admissions, Falls Aquatic Center Concessions, Cedar Falls Library, Cedar Falls Inspection Services, Cedar Falls Transfer Station, and Cedar Falls Police Department; and the two gateways are for MaxGalaxy and LAMA. The credit card processing fee will be at the Cost Plus rate, plus .2% basis points, and 10 cents per VISA/MasterCard/Discover transaction (see application for fees).
- B. Provide 14 point of sale merchant card terminals for free use, at no cost to the City.
- C. Provide the City with online merchant reporting through mymerchant.ncmicfinance.com, this will allow the City to review account activity daily, and have reports available.
- D. Provide separate monthly Merchant Billing Statements for each location.

3. Termination of Agreement:

- A. Either party may terminate this contract with a thirty day written notice or if either party fails to perform the covenants of this agreement.

4. Extension of Agreement:


- A. This agreement may be extended for one additional two-year term if agreed upon by both parties.

All other terms and conditions set forth in the Merchant Bankcard Agreement shall remain in full force and effect.

IN WITNESS THEREOF, the City of Cedar Falls, Iowa and Professional Solutions Financial Services have executed this AGREEMENT as of the dates indicated below.

PROFESSIONAL SOLUTIONS FINANCIAL SERVICES

CITY OF CEDAR FALLS, IOWA

By: 
Ahmed Ibrahim

By: _____
James P. Brown

Title: Business Development Manager & Officer

Title: Mayor

Date: 6-5-18

Date: _____



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 Brown and City Council
FROM: Lisa Roeding, Controller/City Treasurer
DATE: June 12, 2018
SUBJECT: Office Supply and Copy Paper Quotes

The City of Cedar Falls sent out bid requests and received quotes from two vendors to provide office supplies and copy paper to all departments of the City for a three-year period from July 1, 2018 to June 30, 2021. A summary of the quotes from a sample office supply and copy paper listing is as follows:

Matt Parrott/Storey Kenworthy	\$20,139.63
Rite Price Office Supply	\$21,319.75

Based on our review of the comparison summary, you will note that Matt Parrott/Storey Kenworthy submitted the lowest bid. Matt Parrott/Storey Kenworthy is the vendor that is currently supplying the City with office supplies and copy paper. They have no delivery charge, their turnaround time and product quality is acceptable and they have been very pleasant to work with the past seven years.

Since Matt Parrott/Storey Kenworthy submitted the lowest bid and based on our current quality of service from the vendor, I would recommend approval of Matt Parrott/Storey Kenworthy as the office supply provider to the City of Cedar Falls for the period July 1, 2018 – June 30, 2021. I have enclosed the proposed contract with Matt Parrott/Storey Kenworthy.

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

cc: Jennifer Rodenbeck, Director of Finance & Business Operations

AGREEMENT FOR PURCHASE OF OFFICE SUPPLIES and COPY PAPER

The City of Cedar Falls hereby accepts the office supply and copy paper quote, submitted by Matt Parrott a Storey Kenworthy Company of Waterloo, Iowa, upon the following terms and conditions:

1. Matt Parrott/Storey Kenworthy shall provide office supplies to each department for the City of Cedar Falls for the period of July 1, 2018 – June 30, 2021, with a custom-contracted pricing list and 3-year pricing guarantee (see attached), except for the copy paper items listed on the Cedar Falls Copy Paper Bid (see attached). There will be no delivery charges for traditional office supply products, including copy paper. Should any item warrant any delivery charge, the respective department will be contacted, and approval given – in writing – prior to the order being processed and the City billed.
2. Matt Parrott/Storey Kenworthy shall provide each individual department separate billings for office supplies and copy paper, as well as new sale catalogs, annually.
3. Either the City of Cedar Falls or Storey Kenworthy may cancel this agreement at any time by providing the other party a thirty (30) day advance written notice.
4. This agreement may be extended for an additional two years if agreed upon by all parties.

Dated this 18th day of June, 2018.

APPROVED:

Matt Parrott/Storey Kenworthy



 Lincoln Dix - Vice President of Sales (Signature)

6-4-2018

 Date

City of Cedar Falls

 Mayor

 City Clerk

 Date

Item G.2.p.

City of Cedar Falls				
Paper Supply Listing				
			Storey Kenworthy	
			UNIT	
ITEM DESCRIPTION	UNIT		PRICE	
Blank Laser Paper w/ 3" bottom perf.; 8.5 x 11; 92 bright	case	\$	47.75	
Copy Paper; 11"x17", 92 bright, 20#	ream	\$	3.55	
Copy Paper; 11"x17", 92 bright, 20#	case	\$	35.30	
Copy Paper; 8 1/2" x 11"; Blue	ream	\$	4.97	
Copy Paper; 8 1/2" x 11"; Canary	ream	\$	4.97	
Copy Paper; 8 1/2" x 11"; Green	ream	\$	4.97	
Copy Paper; 8 1/2" x 11"; Orchid	ream	\$	4.97	
Copy Paper; 8 1/2" x 11"; Pink	ream	\$	4.97	
Copy Paper; 8-1/2"x11", 92 bright,20#	case	\$	29.24	DMR8511
Copy Paper; 8-1/2"x11", 92 bright,20#	case	\$	31.99	Alternate option
Copy Paper; 8-1/2"x14", 92 bright,20#	ream	\$	7.10	
Copy Paper; 8-1/2"x14", 92 bright,20#	case	\$	41.75	

City of Cedar Falls Sample Office Supply Listing - FY2019-2021						
ITEM DESCRIPTION	Brand	UNIT	APPROX.	Story Kenworthy		
			AMOUNT NEEDED	UNIT PRICE	Extended Price	
Adding Machine Receipt Rolls - 2 1/4" White x 150' 12/pk	Generic	dozen	15	\$	4.90	\$ 73.50
Correction Tape, White 1 pk	Tombow	dispenser	25	\$	1.39	\$ 34.75
Correction Tape, White 10pk;	Tombow	pkg	25	\$	17.70	\$ 442.50
Correction Fluid, White	Paper Mate	bottle	25	\$	2.85	\$ 71.25
Paper Clip #1 Non Skid	Sparco	box	25	\$	1.82	\$ 45.50
Paper Clip #1 smooth	Sparco	box	25	\$	1.23	\$ 30.75
Paper Clip Jumbo smooth	Sparco	box	10	\$	3.70	\$ 37.00
Binder Clip, 3/4"	Generic	dozen	25	\$	0.11	\$ 2.75
Binder Clip, 1 1/4"	Generic	dozen	25	\$	0.45	\$ 11.25
Binder Clip, 2"	Generic	dozen	25	\$	1.10	\$ 27.50
UNI-Ball Onyx Rolling ball .5mm Blue	UNI-ball	dozen	7	\$	3.65	\$ 25.55
UNI-Ball Onyx Rolling ball .5mm Black	UNI-ball	dozen	7	\$	3.65	\$ 25.55
UNI-Ball Vision Roller ball .5mm Red	UNI-ball	each	20	\$	5.05	\$ 101.00
Pilot,EasyTouch Pens- Fine Point Black	Pilot	dozen	7	\$	6.89	\$ 48.23
Pilot,G2 Gel Ink pen- 0.7 mm Red	Pilot	dozen	3	\$	11.11	\$ 33.33
BIC Round Stic Comfort Grip Med. Blue frosted barrel	Bic	dozen	7	\$	2.15	\$ 15.05
UNI-Ball Vision Needle Black	UNI-ball	dozen	2	\$	18.17	\$ 36.34
Pentel RSVP Ballpoint fine point pen - black	Pentel	dozen	7	\$	4.88	\$ 34.16
Pentel EnerGel X gel pen, 1.0mm blue	Pentel	dozen	7	\$	14.48	\$ 101.36
Pentel Refill Lead HB.5 mm	Pentel	box	2	\$	9.07	\$ 18.14
Pentel Refill Lead HB.5 mm	Pentel	Tube	15	\$	0.49	\$ 7.35
Pencil, #2 Medium	Generic	dozen	2	\$	0.88	\$ 1.76
Dryerase, Expo Marker; 4 color	Expo	pkg	7	\$	3.99	\$ 27.93
Dryerase, Expo Marker; black	Expo	dozen	7	\$	12.51	\$ 87.57
Sharpie Major Accent Highlighter, Yellow	Sharpie	dozen	7	\$	5.59	\$ 39.13
Sharpie Permanent Marker, Black/chisel	Sharpie	dozen	1	\$	8.69	\$ 8.69
Sharpie Marker, Black Fine	Sharpie	dozen	5	\$	7.84	\$ 39.20
Rubber Bands, #16	Generic	box	5	\$	4.89	\$ 24.45
Rubber Bands, #84	Generic	box	5	\$	2.77	\$ 13.85
Rubber Bands, #33	Generic	box	5	\$	2.23	\$ 11.15
Tape, scotch, 3/4" x 83.33 10/pk	Scotch	pkg	25	\$	18.39	\$ 459.75
Tape, Sealing, 1-7/8 x 54.6 yd; 6 pk	Sparco	pkg	10	\$	18.50	\$ 184.95
Standard Staples - 210 per strip; 5000 per box	Swingline	box	20	\$	0.94	\$ 18.80
Post-it Note 1-1/2 x 2 12/pk	Generic	pkg	10	\$	0.90	\$ 9.00
Post-it Lined Pad 4 x 6 12/pk	Generic	pkg	10	\$	5.48	\$ 54.80
Post-it Note 3 x 3 12/pk universal brand	Generic	pkg	48	\$	1.80	\$ 86.40
Post-it Note 1-1/2 x 2 12/pk	Post-it	pkg	10	\$	4.80	\$ 48.00
Post-it Note 3 x 3 12/pk	Post-it	pkg	48	\$	10.17	\$ 488.16
Post-it Note Super Sticky 3 x 3 4/pk	Post-it	pkg	5	\$	9.99	\$ 49.95
Post-it Note 3 x 5 5/pk	Post-it	pkg	10	\$	12.63	\$ 126.30
Post-it Lined Pad 4 x 6 3/pk	Post-it	pkg	10	\$	14.78	\$ 147.80
Post-it Flags, Sign Here 1" Red 80/pkg	Post-it	pkg	10	\$	3.73	\$ 37.30
Post-it Flags, 1" standard, bright 100/pkg	Post-it	pkg	50	\$	3.29	\$ 164.50
Post-it Flags, 1/2" Arrow, assorted 4 colors	Post-it	pkg	25	\$	2.24	\$ 56.00
Post-it Flags, 1/2" standard, assorted 4 colors; 140/ct	Post-it	pkg	50	\$	3.28	\$ 164.00
Legal Pad Ruled junior, 5 x 8	Tops	dozen	15	\$	4.59	\$ 68.85
Legal Pad Ruled, 8-1/2 x 11	Tops	dozen	20	\$	7.43	\$ 148.60
Legal Pad Ruled, 8-1/2 x 14	Tops	dozen	5	\$	10.79	\$ 53.95
Top load sheet projector 8.5" x 11; 100/ct	Generic	each	2	\$	4.44	\$ 8.88
Binder, D-3-Ring, 8-1/2 x 11, 1" Black	Generic	each	15	\$	2.39	\$ 35.85
Binder, D-3-Ring, 8-1/2 x 11, 1-1/2" Black	Generic	each	10	\$	5.42	\$ 54.20
Binder, D-3-Ring, 8-1/2 x 11, 2" Black	Generic	each	40	\$	6.92	\$ 276.80
Binder, D-3-Ring, 8-1/2 x 11, 3" Black	Generic	each	40	\$	8.75	\$ 350.00
Binder, D-3-Ring, 8-1/2 x 11, 4" Black	Generic	each	40	\$	5.99	\$ 239.60
Comb Binder 3/4" 100/pk	Fellowes	pkg	5	\$	14.53	\$ 72.65
Reinforcements, Ring	Avery	box	5	\$	1.07	\$ 5.35
Binder Index Dividers, blank 5 tab clear,	Avery	set	10	\$	0.49	\$ 4.90
Binder Index Dividers, blank 8 tab clear,	Avery	set	10	\$	0.69	\$ 6.90
Laser Mailing Labels - Mailing 2 x 4.2, 1000 box	Avery	pkg	10	\$	36.74	\$ 367.40

Item G.2.p.

City of Cedar Falls Sample Office Supply Listing - FY2019-2021				APPROX. AMOUNT NEEDED	Story Kenworthy		
ITEM DESCRIPTION	Brand	UNIT		UNIT PRICE	Extended Price		
Laser Mailing Labels - Easy Peel 8460 1 x 2- 5/8, 30/sheet	Avery	box	25	\$ 23.78	\$		594.50
Envelope, Redistrip 6 x 9 white; 100 box	Quality Park	box	5	\$ 11.40	\$		57.00
Envelope, self stick 6 x 9 light brown; 100 box	Quality Park	box	5	\$ 12.75	\$		63.75
Envelope, Redi Seal 9 x 12 Kraft; 100/box	Quality Park	box	5	\$ 16.47	\$		82.35
Envelope, Redi-seal 10 x 13 KFT; 250/box	Quality Park	box	5	\$ 38.02	\$		190.10
Envelope, self stick 10 x 13 light brown; 250/box	Quality Park	box	10	\$ 38.02	\$		380.20
Envelope, Redi-strip 9" x 12" light brown; 100/box	Quality Park	box	10	\$ 14.85	\$		148.50
Index Cards, 3 x 5, Plain White	Generic	pack	5	\$ 0.49	\$		2.45
Index Cards, 4 x 6, ruled White	Generic	pack	5	\$ 0.81	\$		4.05
Redrope/kraft File Pocket Letter 8.5" x 11" top 3.5" expansi	Smead	box	5	\$ 22.20	\$		111.00
File Folder, Letter, 1/5 Cut 100/box	Generic	box	5	\$ 7.84	\$		39.20
File Folder, Letter, 1/3 Cut 100/box	Generic	box	5	\$ 4.15	\$		20.75
File Folder, Legal, 1/3 Cut 100/box	Smead	box	5	\$ 12.59	\$		62.95
File Folder, Letter, Hanging 1/3 tab 25/box	Generic	box	5	\$ 4.99	\$		24.95
File Folders, Legal - Hanging 1/5 25/box	Generic	box	5	\$ 5.09	\$		25.45
Tabs, Plastic, Hanging Folder	Generic	pack	5	\$ 1.02	\$		5.10
IBM Wheel Writer - Typewriter Correction tape	IBM Lexmark	pack	5	\$ 5.30	\$		26.50
IBM Wheel Writer - Typewriter ribbon	Generic	pack	5	\$ 4.30	\$		21.50
Canned Air - Duster 6/pk	Generic	pack	10	\$ 19.85	\$		198.50
Lamination Pouch Menu Size 3ML;100/box	Swingline GBC	each	8	\$ 95.50	\$		764.00
Lamination Pouch Letter Size 3ML; 100/box	Swingline GBC	each	8	\$ 35.26	\$		282.08
Purell Sanitizer 12oz pump	Gojo Purell	each	25	\$ 4.17	\$		104.25
Purell Sanitizer Econ 2L	Gojo Purell	each	8	\$ 18.58	\$		148.64
Dayminder Monthly Planner 6.88" x 8.75" 1-year AAG-G40	At-a-glance	each	8	\$ 7.51	\$		60.08
Monthly Planner Refills 6.88" x 8.75" 1yr AAG-G545-50	At-a-glance	each	5	\$ 14.04	\$		70.20
Daily Desk Calendar Refill AAG-E717-50	At-a-glance	each	30	\$ 2.09	\$		62.70
Receipt Paper Rolls 3 1/4" x 240' - single ply 5/pk	PM Company	each	40	\$ 8.35	\$		334.00
PM Perfection Thermal Print Receipt Paper - 2 1/4" x 55'; 50	Sparco	each	5	\$ 22.07	\$		110.35



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 Brown and City Council
FROM: Lisa Roeding, Controller/City Treasurer
DATE: June 12, 2018
SUBJECT: Uniform Quotes

The City of Cedar Falls sent out bid requests and received quotes from two vendors to provide uniforms to the City for a three-year period from July 1, 2018 to June 30, 2021. When bid requests were received and reviewed, one was complete and one was incomplete. Based on our review of the complete bid received from ServiceWear Apparel we have selected them. Consideration was given to service provided, delivery terms, quality of uniforms, and available sizes.

This bid is under the National Intergovernmental Purchasing Alliance, TCPN Contract R160801 Apparel Uniforms Accessories Products and Services, which is a national government purchasing cooperative. The Iowa Code allows public agencies to piggyback on this national contract. We have been very happy with the current service from ServiceWear Apparel and they have no delivery charge and their turnaround time and product quality is acceptable.

I would recommend approval of ServiceWear as the uniform provider to the City of Cedar Falls for the period July 1, 2018 to June 30, 2021. I have enclosed the proposed contract with ServiceWear, which you will note includes the master contract under the National Intergovernmental Purchasing Alliance.

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

cc: Jennifer Rodenbeck, Director of Finance & Business Operations
Brian Heath, Public Works & Parks Manager
Mark Ripplinger, Director Municipal Operations & Programs
Jamie Castle, Inspection Services Manager
Jon Resler, City Engineer
Mike Nyman, Water Reclamation Manager

AGREEMENT FOR PURCHASE OF UNIFORMS

The City of Cedar Falls, Iowa, hereinafter called City, hereby accepts the uniform quote in accordance with the terms and conditions of the National Intergovernmental Purchasing Alliance, TCPN Contract R160801 Apparel Uniforms Accessories Products and Services, submitted by ServiceWear Apparel, hereinafter called ServiceWear:

1. ServiceWear shall provide uniforms to the City's Cemetery, Engineering, Inspection Services, Parks, Public Buildings, Refuse, Sewer, Traffic, Vehicle Maintenance, and Water Reclamation division employees.
2. ServiceWear shall provide pant hemming at no cost to the City.
3. ServiceWear shall perform any necessary exchanges in a timely manner.
4. ServiceWear shall provide uniforms that conform with the specifications detailed in the quote.
5. ServiceWear shall provide the City logo and the employee's first name, when required.
6. The City shall purchase uniforms for approximately 100 employees.
7. The contract shall be for the period July 1, 2018 through June 30, 2021. Current pricing through March 31, 2019 may be adjusted annually as approved by National IPA. There will be no delivery charges for orders of \$100.00 or more.
8. This agreement may be extended for an additional two years if agreed upon by all parties.
9. The City reserves the right to cancel this agreement at any time by giving ServiceWear a 30-day advance written notice.

Dated this 18th day of June, 2018.

APPROVED:

ServiceWear Apparel



By: (Signature)
Chief Development Officer

Title
6/5/18

Date

City of Cedar Falls, Iowa

Mayor

City Clerk

Date

Item G.2.q.



October 26, 2016

Mr. Jim Burnett
Executive Vice President
ServiceWear Apparel, Inc.
7135 Charlotte Pike, Suite 100
Nashville, Tennessee 37209

Re: Award of Contract # R160801

Dear Mr. Burnett:

Per official action taken by the Board of Directors of Region 4 Education Service Center, on October 25, 2016, National IPA is pleased to announce that ServiceWear Apparel, Inc. has been awarded an annual contract for the following, based on the sealed proposal (RFP# 16-08) submitted on July 19, 2016:

Commodity/Service

Contractor

Apparel, Uniforms, Accessories, Products
and Services

ServiceWear Apparel, Inc.

This contract is effective November 1, 2016 and will expire on October 31, 2019. As indicated above, your Contract # is R160801. This contract may be renewed annually for an additional two (2) years if mutually agreed by Region 4 ESC/National IPA and ServiceWear Apparel, Inc.

Your participation in the proposal process is appreciated and we look forward to a successful partnership. Please feel free to provide copies of this letter to your sales representative(s) to assist in their daily course of business.

If you have any questions, please contact Christine Dorantes, Contract Manager assigned to your contract at 615.431.8182 or christine.dorantes@nationalipa.org

Sincerely,

Deborah Bushnell, CTSBO
Contract Manager



To: Robert Zingelmann
Chief Financial Officer

From: Jason Wickel
Purchasing Cooperative Coordinator

Date: October 3, 2016

Re: Single Award Justification

The evaluation committee has reviewed the responses and recommend that the following company be awarded:

- ***ServiceWear Apparel, Inc.***

The recommended vendor submitted an offer that the evaluation committee determined to demonstrate the ability to provide and perform the services requested in the proposal. ServiceWear Apparel and VF Imagewear as a "Seamless Partnership" have engaged a proposal to fit the need of school districts, universities, public agencies and non-profits. Their detailed response is favorable in all aspects and pricing. Offering many product and service lines, a dedicated customer service team specific to Region 4 & Natl.IPA/TCPN participants, offering a 42.50% discount (USC is 38.889%) with the ability for deeper discounts in volume, supply chain management concepts, added services (hemming @ no charge), ability to purchase specialty goods, offers an additional 2% discount on Net 30day accounts. We found their proposal to be aggressive and offered participants a variety of product and service options. Their proposal was by far responsive in providing detail on each level of the evaluation process.

ServiceWear is well established with a long history in the business. They have national capabilities and a proven track record of service and quality to participating agencies. We will monitor their performance and determine at the end of each year if they are eligible for renewal with each new term.

Please let me know if you have any questions.

Item G.2.q.

REGION 4 EDUCATION SERVICE CENTER

Contract #R160801

for

Apparel, Uniforms, Accessories, Product and Services

with

ServiceWear Apparel, Inc.

Effective: 11/01/2016

The following documents comprise the executed contract between the Region 4 ESC and ServiceWear Apparel, Inc., effective 11/01/2016:

- I. Contract No. R160801
- II. Vendor Contract Signature Form
- III. Supplier's Response to the RFP, incorporated by reference

Item G.2.q.

VENDOR CONTRACT SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Offeror and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name ServiceWear Apparel, Inc.
Address 7135 Charlotte Pike, Suite 100
City/State/Zip Nashville, TN 37209
Telephone No. (615) 301-6191
Fax No. (615) 399-1438
Email address jburnett@smsholdings.com
Printed name Jim Burnett

Position with company Executive Vice President

Authorized signature 

Accepted by The Cooperative Purchasing Network:

Term of contract **November 1, 2016** to **October 31, 2019**

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 4 ESC and the awarded vendor. Awarded vendor shall honor all administrative fees for any sales made based on a contract whether renewed or not.


Region 4 ESC Authorized Board Member

10/25/16
Date

Andy Reyes
Print Name


Region 4 ESC Authorized Board Member

10/25/16
Date

Rick Peebles
Print Name

TCPN Contract Number **R160801**



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 Brown and City Council
FROM: Lisa Roeding, Controller/City Treasurer
DATE: June 12, 2018
SUBJECT: Janitorial Products Quotes

The City of Cedar Falls requested and received quotes from four vendors to provide janitorial products, such as paper towels, toilet paper, trash can liners, cleaning chemicals and soaps to all departments of the City for a three year period from July 1, 2018 to June 30, 2021. Of the four bids received two were incomplete. In review of the remaining two bids Martin Brothers Distributing Company, Inc. submitted the lowest bid.

Martin Brothers Distributing Co., Inc.	\$31,491.35
Storey Kenworthy	\$33,740.90

Martin Brothers is able to meet all specifications, they have no delivery charge, they will provide a quality product and their turnaround time is acceptable.

Since Martin Brothers submitted the lowest I would recommend approval of Martin Brothers as the Janitorial products vendor for the City of Cedar Falls for the period July 1, 2018 – June 30, 2021. I have enclosed the proposed contract with Martin Brothers Distributing Co., Inc.

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

cc: Jennifer Rodenbeck, Director of Finance & Business Operations
Matt Buck, Building Maintenance Supervisor

AGREEMENT FOR PURCHASE OF JANITORIAL PRODUCTS

The City of Cedar Falls, Iowa, hereinafter called City; hereby accepts the janitorial products quote, submitted by Martin Bros. Distributing Co., Inc., hereinafter called Martin Bros., upon the following terms and conditions:

- 1. Martin Bros. shall provide janitorial products, such as paper towels, facial tissue, windshield towels, toilet tissue, trash can liners, cleaning chemicals, and soaps to the City at the prices designated on the submitted quotation list.
2. The contract for the janitorial products purchased from Martin Bros. shall be for the period July 1, 2018 through June 30, 2021. Martin Bros. will give the Buildings Maintenance Supervisor, a 30-day notice with the any price increases/decreases to the current contract pricing.
3. Martin Bros. shall provide janitorial products that conform to the specifications detailed in the quote request.
4. The City reserves the right to cancel this agreement at any time by giving Martin Bros. per a thirty (30) day advance written notice.
5. This agreement may be extended for an additional two years if agreed upon by both parties.

Dated this 18th day of June, 2018.

APPROVED:

Martin Bros. Distributing Co, Inc.

[Handwritten Signature]

By: (Signature)

[Handwritten Title: Solutions Sales Manager]

Title

[Handwritten Date: 6-18-2018]

Date

City of Cedar Falls, Iowa

Mayor

City Clerk

Date

Item G.2.r.

City of Cedar Falls					
JANITORIAL PRODUCTS BID FY2018-2021 PRICING					
Martin Brothers					
ITEM DESCRIPTION	S E P X E A C C I T F L I Y E / D	A m o u n t	Product Size	UNIT PRICE	EXTENDED PRICE
Toilet Tissue:					
Toilet Tissue: White, 2 ply, 4.5"x4.05", 550 sheets per roll, standard size, medium quality.		30	80/cs.	\$39.91	\$1,197.30
Toilet Tissue: White, 2 ply, 3.5"x1000' rolls, medium quality, current brand GP.		25	8/cs.	20.79	\$519.75
Fort James #19375 Coreless 2P - Reg. Size		30	36/cs.	44.79	\$1,343.70
Merfin Phoenix dispenser with toilet paper					
Roll Towels:					
Perforated Roll Towels: #273 White, 2 ply, 11"x8.8", 100 sheets per roll, medium quality.		100	30/cs.	23.64	\$2,364.00
GP Roll Towel 2P #277 12/250 ct		10	12/cs.	27.73	\$277.30
GP Jr. Centerpull Towel #281-25		10	8/cs.	31.07	\$310.70
GP Centerpull Towel #28124 6/400'		10	6/cs.	34.58	\$345.80
Merfin Phoenix dispenser with paper towel					
Automatic Roll Towels:					
GP Enmotion Roll Towel 6/800'		25	6/cs.	51.87	\$1,296.75
Hand Towels:					
Singlefold Towel: Brown, 1 ply, 9.25"x10".		10	4000/cs.	19.41	\$194.10
Multifold Towel: White, 1 ply, 9.125"x9.5".		100	4000/cs.	19.24	\$1,924.00
Napkins:					
Beverage Napkins: White, 1 ply, 10"x10".		10	4M/cs.	20.63	\$206.30
Facial Tissue:					
Facial Tissue: White, 2 ply, 8"x8.3", 100 sheets per box.		10	30/cs.	21.86	\$218.60
Trash Can Liners:					
7 -10 gal.: Clear, 24"x24", Hi-De.		20	1M/cs.	18.56	\$371.20
15 gal.: Clear, 24"x33", Hi-De.		20	1M/cs.	30.97	\$619.40
15 gal.: Black, 24"x33", Low-De, HD.		20	500/cs.	21.16	\$423.20
33 gal.: Clear, 33"x39", Hi-De.		20	250/cs.	27.28	\$545.60
33 gal.: Black, 33"x39", Low-De, HD.		20	250/cs.	30.46	\$609.20
45 gal.: Clear, 40"x48", Hi-De.		20	250/cs.	29.65	\$593.00
45 gal.: Black, 40"x46", Low-De, HD.		20	100/cs.	19.57	\$391.40
55 gal.: Black, 38"x58", Low-De, HD.		20	100/cs.	39.63	\$792.60
56 gal.: Black, 43"x47", Low-De, HD.		20	100/cs.	23.80	\$476.00
Rubbermaid Sanitary Waxed Bags #6141		10	250/cs.	26.48	\$264.80
Rubbermaid Changing Table Liners #		10	500/cs.	37.88	\$378.80
Cups:					
Cold Drink Paper: Waxed, 5 oz. size.		5	3M/cs.	95.46	\$477.30
Styrofoam 10 oz.		5	1M/cs.	22.00	\$110.00
Styrofoam 16 oz.		5	750/cs.	17.14	\$85.70
Gloves:					
Latex Powder Free Gloves- (minimum thickness of 3.9mil)					
Medium		3	10/100	45.90	\$137.70
Large		3	10/100	45.90	\$137.70
Xlarge		3	10/100	45.90	\$137.70

City of Cedar Falls

JANITORIAL PRODUCTS BID FY2018-2021 PRICING

Martin Brothers

ITEM DESCRIPTION	S E P X E A C I T F L I Y E / D	A m o u n t	Product Size	UNIT PRICE	EXTENDED PRICE
Black Nitrile Powder Free 9" Glove					
(minimum thickness 4.0 mil in cuff, palm and finger tips)					
Medium		5	4/250	49.67	\$248.35
Large		5	4/250	49.67	\$248.35
Xlarge		5	4/250	49.67	\$248.35
Cleaning Chemicals					
Disinfectant Cleaner RTU		5	12/1qt.	37.83	\$189.15
Disinfectant Cleaner Aerosol		5	12/20 qt.	52.83	\$264.15
Glass Cleaner RTU		5	12/1qt.	28.76	\$143.80
Glass Cleaner Aersosol		5	12/19oz.	28.98	\$144.90
Windex 1 Gallon		5	4/1gal.	30.29	\$151.45
Metered Air Freshners 7oz.					
List available fragarances and prices					
Apple		10	ea.	2.59	\$25.90
Citrus		10	ea.	2.59	\$25.90
Tropical		10	ea.		\$0.00
Mango		10	ea.	2.59	\$25.90
Country Garden		10	ea.	2.59	\$25.90
Cinnamon		10	ea.	2.59	\$25.90
Vanilla		10	ea.	2.59	\$25.90
Wild Cherry		10	ea.	2.59	\$25.90
Linen		10	ea.		
Sun Burst		10	ea.		
Potpourri		10	ea.		
Butter Cream		10	ea.		
Soap/Sanitizer:					
Gojo SuproMax Hand Cleaner #7272		5	4/2000mL	82.56	\$412.80
Gojo Cherry SuproMax Hand Clnr #7282		5	2000mL	86.69	\$433.45
Purell Advanced Instant Foam Sanitizer #8805		60	3/1200mL	66.28	\$3,976.80
Purell TFX Foaming Hand Sanitizer Refills #5384		40	2/1200 ml	59.02	\$2,360.80
Provon Citrus Ginger Foam Hand and Shower #8824		60	3/1250mL	43.48	\$2,608.80
Provon Clear and Mild Hand Wash #8821		80	3/1200mL	35.36	\$2,828.80
Powdered Laundry Detergent		5	50 lbs.	60.10	\$300.50



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

MEMORANDUM
Legal Services Division

TO: Honorable Mayor James P. Brown and City Council
FROM: Kevin Rogers, City Attorney
DATE: June 4, 2018
SUBJECT: Resolution Designating Certain Streets for Operation of Off-Road Utility Vehicles

The Cedar Falls Code of Ordinances allows for the designation of streets within the City for operation of off-road utility vehicles when such operation would be unlawful without the designation.

The Western Home Communities has requested that certain streets in the City in the area of the South Campus be designated for operation by off-road utility vehicles for the purposes of maintenance of Western Home properties as well as transportation of residents to and from Western Home facilities.

After consideration of the request, City staff has determined that such operation should be allowed, only upon certain conditions for reasons of safety and accountability. These conditions include a requirement of only allowing registered vehicles equipped with certain safety equipment to be operated within the designation, and that they be operated by only licensed drivers, at certain maximum speeds, that insurance be maintained, and that traffic laws be followed. Violation of these conditions could lead to prosecution for a simple misdemeanor.

This street designation would be for only one year to allow for some experience with the designation and to consider the impact on traffic and on residents in the area.

It should be noted that the designation is not limited to off-road utility vehicles owned by Western Home. Other off-road utility vehicles may operate upon the designated streets for the same purposes and under the same conditions.

Therefore, staff recommends that the attached Resolution be adopted. I'd be happy to answer any questions.

Item G.2.s.

RESOLUTION NO. _____

WHEREAS, Section 26-138(a)(6) of the Code of Ordinances of the City of Cedar Falls allows for the operation of all-terrain vehicles on the streets and highways in the City in accordance with Iowa Code Section 321I.10(3); and

WHEREAS, Iowa Code Section 321I.10(3), and by reference, Iowa Code Section 321.234A, allow registered all-terrain vehicles, including off-road utility vehicles, to be operated by persons with a valid driver's license at speeds of 35 miles per hour or less on streets designated by the City; and

WHEREAS, a request has been made by Western Home Communities to operate off-road utility vehicles on City streets within the area of the South Campus of Western Home properties for the purpose of transporting residents between South Campus buildings and also for the purpose of performing general maintenance of Western Home properties; and

WHEREAS, the City Council of the City of Cedar Falls deems it in the best interest of the City of Cedar Falls to designate certain streets for operation of off-road utility vehicles for such limited purposes, upon certain conditions, and for a limited initial time period.

NOW, THEREFORE, be it Resolved by the City Council of the City of Cedar Falls, Iowa, to designate certain streets in the City of Cedar Falls for operation of off-road utility vehicles as follows:

A. Designation of Streets. The following streets located in the City of Cedar Falls are hereby designated for the operation of off-road utility vehicles upon the terms and conditions stated herein:

1. Iris Drive
2. Rosemary Drive
3. Parsley Drive
4. Hyacinth Drive
5. Bluebell Road (4900 – 5100 blocks only)
6. Sage Road
7. Thyme Road

8. Caraway Lane
9. Shooting Star Way
10. Sweet Basil Lane
11. Prairie View Road (700 – 1000 blocks only)
12. South Main Street (5000 – 5600 blocks only)

This street designation is depicted on the map attached as Exhibit “A” and incorporated herein.

B. Vehicles. Only off-road utility vehicles as defined in Iowa Code Section 321.1(47A) are included in this designation. Such vehicles shall be registered as required by Iowa law, and shall be equipped with headlights of sufficient intensity to reveal persons and vehicles at a distance of at least 350 feet ahead, brake lights and turn signals capable of being plainly seen at a distance of at least 500 feet from the vehicle, a horn, rear view and side view mirrors, roll over protection, and seat belts for the driver and all passengers. Such vehicles shall not be operated with more persons on the vehicle than the vehicle is designed to carry and for which seat belts are provided.

C. Purpose. The operation of off-road utility vehicles on the City streets included in this designation shall be limited in purpose to performing repair and maintenance to buildings and facilities adjacent to the streets within the designation, hauling materials and equipment for such repair and maintenance, and transportation of residents between and among homes and facilities adjacent to the streets within the designation.

D. Operators. All operators of off-road utility vehicles on the City streets within this designation shall have a valid driver’s license.

E. Speed Limit. Off-road utility vehicles within this designation shall be operated at a maximum speed of 25 miles per hour or, if the posted speed limit is less, no faster than the posted speed limit.

F. Insurance. Off-road utility vehicles operating within this designation shall be insured for liability purposes with minimum limits of at least \$300,000.00 combined single limit.

G. Traffic Laws. Operators of off-road utility vehicles on the City streets within this designation shall abide by all City and state traffic laws, regulations and ordinances.

H. Revocation. The City reserves the right to modify or revoke any or all parts of this street designation at any time, by Resolution of the City Council.

Item G.2.s.

I. Term. This designation is for a term of one year unless revoked earlier, commencing on the date of adoption by the City Council of this Resolution.

J. Violation. If an operator violates any of the terms and conditions of this designation the operator shall be considered to be unlawfully operating an off-road utility vehicle on City streets. Depending upon the circumstances, violation of other traffic laws may also occur. Such violations are simple misdemeanors, punishable as provided in Cedar Falls Code of Ordinances Section 1-8.

ADOPTED this _____ day of _____, 2018

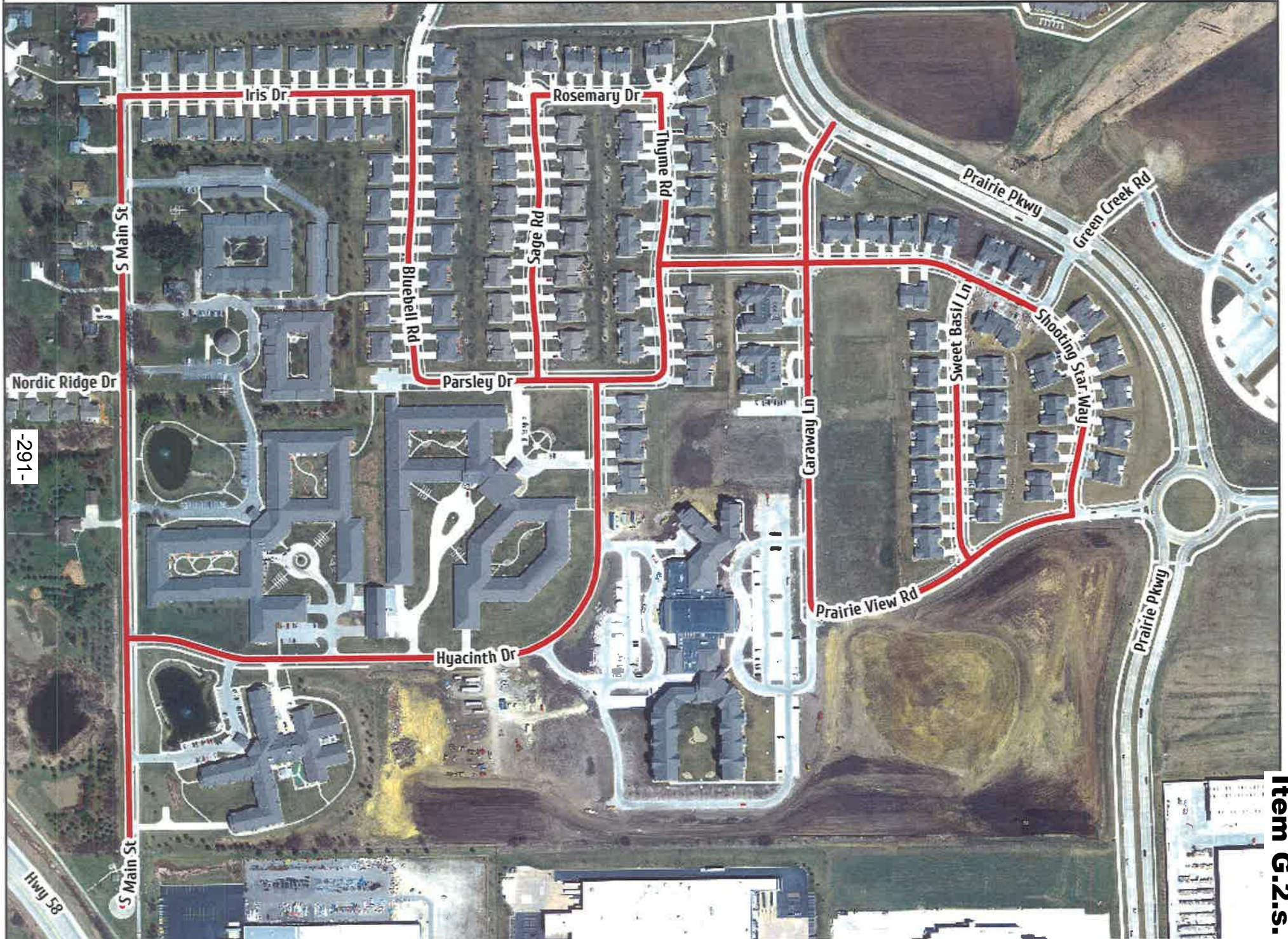
James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC

City Clerk

Exhibit A



-291-

Item G.2.s.



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor James P. Brown and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: June 13, 2018

SUBJECT: 2018 Public Sidewalk & Pedestrian Trail Improvement Project
 Project No. SW-000-3148
 Bid Opening

On Tuesday, June 12th, 2018 at 2:00 p.m., bids were received and opened for the 2018 Public Sidewalk & Pedestrian Trail Improvement Project. A total of three (3) bids were received, with Feldman Concrete the low bidder:

	<i>Bid Total</i>
Feldman Concrete	\$122,877.68
Lodge Construction, Inc.	\$143,607.13
K Cunningham Construction Co., Inc.	\$162,644.76

The Engineer's Estimate for this project was \$136,429.38. Feldman Concrete of Dyersville, Iowa submitted the low bid in the amount of \$122,877.68, which is 9.9% below the Engineer's Estimate. Attached is a bid tab for your reference.

As a result of the competitive bids, we recommend acceptance of the low bid from Feldman Concrete in the amount of \$122,877.68. On July 9th, 2018, the Contract, Bonds and Insurance Certificate will be submitted for City Council approval.

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

xc: Stephanie Houk Sheetz, Director of Community Development
 Jon Resler, P.E., City Engineer

PROJECT BID TAB

**CITY OF CEDAR FALLS
ENGINEERING DIVISION**

PROJECT NAME: 2018 PUBLIC SIDEWALK AND PEDESTRIAN TRAIL IMPROVEMENT PROJECT

CITY PROJECT NUMBER: SW - 000 - 3148

BID OPENING: June 12, 2018

DEPARTMENT OF COMMUNITY DEVELOPMENT

BID ITEM	DESCRIPTION	UNITS	EST. QUANTITY	ENGINEER'S ESTIMATE		(1) Feldman Concrete		(2) Lodge Construcion Inc.		(3) K. Cunningham Construcion Co., Inc.	
				UNIT PRICES	EXTENDED PRICES	UNIT PRICES	EXTENDED PRICES	UNIT PRICES	EXTENDED PRICES	UNIT PRICES	EXTENDED PRICES
1	REMOVE SIDEWALK, P.C.C.	S.F.	2424.0	\$1.75	\$4,242.00	\$1.75	\$4,242.00	\$2.50	\$6,060.00	\$3.55	\$8,605.20
2	REMOVE PEDESTRIAN TRAIL., P.C.C.	S.F.	6199.2	\$2.00	\$12,398.40	\$1.75	\$10,848.60	\$2.50	\$15,498.00	\$2.55	\$15,807.96
3	REMOVE DRIVEWAY, P.C.C.	S.Y.	81.8	\$6.00	\$490.80	\$9.00	\$736.20	\$20.00	\$1,636.00	\$13.10	\$1,071.58
4	PLACE SIDEWALK, P.C.C., CLASS "C", 4 INCH	S.F.	5090.3	\$4.75	\$24,178.93	\$4.75	\$24,178.93	\$3.75	\$19,088.63	\$5.80	\$29,523.74
5	PLACE SIDEWALK, P.C.C., CLASS "C", 6 INCH (PEDESTRIAN RAMPS)	S.F.	965.4	\$6.00	\$5,792.40	\$6.00	\$5,792.40	\$10.25	\$9,895.35	\$12.50	\$12,067.50
6	PLACE DETECTABLE WARNING PANELS	S.F.	164.0	\$25.00	\$4,100.00	\$30.00	\$4,920.00	\$35.00	\$5,740.00	\$48.00	\$7,872.00
7	PLACE PEDESTRIAN TRAIL., P.C.C., CLASS "C", 6 INCH	S.F.	6199.2	\$6.00	\$37,195.20	\$5.50	\$34,095.60	\$6.25	\$38,745.00	\$4.90	\$30,376.08
8	PLACE DRIVEWAY, P.C.C., CLASS "C", 6 INCH	S.Y.	80.4	\$42.00	\$3,376.80	\$42.00	\$3,376.80	\$48.00	\$3,859.20	\$54.75	\$4,401.90
9	EXCAVATION, SIDEWALK	S.F.	6648.4	\$1.50	\$9,972.60	\$1.25	\$8,310.50	\$1.75	\$11,634.70	\$1.25	\$8,310.50
10	TOPSOIL, FURNISH AND SPREAD	C.Y.	140.70	\$65.00	\$9,145.50	\$50.00	\$7,035.00	\$55.00	\$7,738.50	\$70.00	\$9,849.00
11	SEEDING, FERTILIZING, AND MULCHING	S.F.	10549.0	\$0.75	\$7,911.75	\$0.85	\$8,966.65	\$0.75	\$7,911.75	\$0.70	\$7,384.30
12	VALVE ADJUSTMENT	EACH	7.00	\$175.00	\$1,225.00	\$125.00	\$875.00	\$500.00	\$3,500.00	\$250.00	\$1,750.00
13	MANHOLE ADJUSTMENT	EACH	5.00	\$200.00	\$1,000.00	\$200.00	\$1,000.00	\$750.00	\$3,750.00	\$575.00	\$2,875.00
14	GRANULAR BACKFILL	TONS	100.0	\$25.00	\$2,500.00	\$25.00	\$2,500.00	\$25.00	\$2,500.00	\$45.00	\$4,500.00
15	UNSTABLE MATERIAL, OVER EXCAVATION	C.Y.	50.0	\$18.00	\$900.00	\$20.00	\$1,000.00	\$21.00	\$1,050.00	\$65.00	\$3,250.00
16	TRAFFIC CONTROL	L.S.	1.0	\$12,000.00	\$12,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$15,000.00	\$15,000.00
				TOTAL	\$136,429.38	TOTAL	\$122,877.68	TOTAL	\$143,607.13	TOTAL	\$162,644.76



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor James P. Brown and City Council
FROM: Chase Schrage, CIP Projects Supervisor
DATE: June 12, 2018
SUBJECT: Hartman Reserve Educational Partnership

The City of Cedar Falls, along with several other communities in the area, partner annually with Hartman Reserve Nature Center to provide public outreach and education programs related to improving water quality and stormwater run-off. These programs help students and visitors to Hartman Reserve understand the importance of improving water quality in urban areas as it helps to protect the environment and preserve our local natural resources for continued public recreational use and enjoyment.

The City of Cedar Falls' annual contribution for 2018-2019 is \$1,630.77, which is paid for out of the Stormwater Fund. This program helps the City meet the Public Education and Outreach requirement of our National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) permit.

Attached is the proposed contract.

Engineering requests your approval of this contract.

If there are any questions, please feel free to contact me.

xc: Stephanie Houk Sheetz, Director of Community Development
Jon Resler, P.E., City Engineer

Contracted Education Proposal June 1, 2018

Between Hartman Reserve Nature Center and City of Cedar Falls

Hartman Reserve Nature Center (HRNC) will partner with the City of Cedar Falls, Iowa to organize and conduct stormwater education sessions. This effort will occur under the direction of City of Cedar Falls, Iowa staff. Education sessions will occur throughout FY2019 and consist of primarily school groups and summer camps.

OVERVIEW

- Hartman Reserve will provide classrooms with hands-on water quality themed lessons. In 2018 Hartman Reserve hosted over 2,500 students at multiple locations throughout our area. In 2019 we will be hosting school field trips and summer day camps at Hartman Reserves 340 acre property and also at other Black Hawk County Conservation properties.
- Programs such as pond study involve finding and identifying macro invertebrates to assess water quality. Other water quality themed programs such as a stream table lesson which demonstrates the watershed concept and provides a good lesson on the forces of erosion, live animal room where children get to meet the animals that depend on clean water, fishing and canoe/kayaking can provide a lifelong recreational activities that are directly impacted by water quality. These activities, and more, are available to teachers as they plan a field trip with us.
- A wide range of programming is provided through a typical year. School Trips, public and private programs, summer camp, and educational events are offered.

PROJECT COORDINATION

Hartman Reserve will handle program planning, set-up, equipment usage, equipment maintenance and storage, billing and registration, and training. Reports will be submitted as requested.

STAFF

Currently, Hartman Reserves Assistant Program Coordinator (APC), under the direction of the lead naturalist plans, organizes, and implements outdoor education programs for children and adults. This position will lead the Watershed Education Initiative.

Item G.2.u.

BUDGET

A budget not to exceed \$5,500 is itemized below:

Cedar Valley Stormwater Education Initiative			
FY 2019	City of Cedar Falls	Hartman	Total
Hartman Staff .25 FTE (10 hrs/week) = \$5,504	\$1630.77	-----	\$1630.77
Supplies	0	\$200	\$200
Travel	0	\$100	\$100
TOTAL	\$1630.77	\$300	\$1930.77


DELIVERABLES

We provide classrooms with hands-on water quality themed lessons. In 2018 Hartman Reserve hosted over 2,500 students at multiple locations throughout our area. In 2019 we will be hosting school field trips and summer day camps at Hartman Reserves 340 acre property and also at other Black Hawk County Conservation properties.

Hartman Reserve will provide a report of the educational activities over the last fiscal year. This report will be provided by May 15.

INVOICE

HRNC will invoice the City of Cedar Falls at beginning of FY 2019 and it will be payable within 60 days.



HRNC, Ed Gruenwald

City of Cedar Falls



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor James P. Brown and City Council
FROM: Chase Schrage, CIP Projects Supervisor
DATE: June 13, 2018
SUBJECT: 2018 Street Construction Project
City Project Number RC-000-3141
Cyber Lane – Change Order

The City of Cedar Falls has awarded the 2018 Street Construction Project to Peterson Contractors, Inc. of Reinbeck, Iowa. This contractor will be reconstructing/repairing portions of sixteen (16) streets as a part of this project.

During the construction of a pervious subdivision (CF Technology Park Phase II), side streets within the industrial park were not extended to the limits of the plat at the time of construction. It was known that at a future date the City may be required to pave a street to serve the developable area to the south.

Over the last few months the City has been working with a development in the Northeast corner of Hudson Road and Ridgeway Avenue. This change order would be for the extension of Cyber Lane south of Technology Parkway to the limits of the plat. I have attached a location map for reference.

This work will involve the construction new storm sewer, water main, and concrete pavement for Cyber Lane from Technology Parkway south approximately 400'.

The total estimated cost for the construction of this change order is \$206,527.35 with funding from the Economic Development Fund and reimbursed by the South Cedar Falls Urban Renewal as revenue is generated.

The Department of Community recommends approving and executing the change order with Peterson Contractors, Inc. for 2018 Street Construction Project.

xc: Stephanie Houk Sheetz, Director of Community Development
Jon Resler, P.E., City Engineer

**CITY OF CEDAR FALLS, IOWA
DEPARTMENT OF COMMUNITY DEVELOPMENT
CHANGE OF WORK ORDER**

No. 2

___ Non-Substantial
 Substantial

Contract Number RC-000-3141 Project 2018 Street Construction Project
 Kind of Work PCC Paving Date Prepared June 8, 2018
 Contractor Peterson Contractors Inc.

You are hereby ordered to make the following changes from the plans or do the following extra work on your contract dated March 5th, 2018.

A. Description of change to be made or extra work to be done:

EWO #3

7000	-	Saw Cutting for Removals	100 LF @ \$5.50/LF
7001	-	Pavement Markings	50 STA @ \$35.00/STA
7002	-	Modified Subbase, 12"	987 SY @ \$13.30/SY
7003	-	Compaction of Subgrade	5 STA @ \$250/STA
7004	-	Hydraulic Seeding	10,000 SF @ \$0.40/SF
7005	-	Sidewalk, PCC, 4", Class "C"	300 SY @ \$40/SY
7006	-	Intake, SW-507	4 Each @ \$3,900/Each
7007	-	Intake, SW-508	2 Each @ \$4,300/Each
7008	-	Storm Sewer, 18", Plastic Perforated	119 LF @ \$58/LF
7009	-	Subdrain, Perforated, 6"	505 LF @ \$9.35/LF
8002	-	Pavement, PCC, 9", Class "C"	1,493 SY @ \$47.00/SY
8003	-	Class 10 Excavation	822 CY @ \$5.00/CY
8004	-	Strip Top soil	499 CY @ \$3.50/CY
8005	-	Respread topsoil Cyber ROW	334 CY @ \$11.50/CY
8006	-	Storm Sewer, 18" RCP	65 LF @ \$65/LF
8007	-	Storm Sewer, 30", Plastic Perforated	164 LF @ \$90/LF
8008	-	Storm Sewer, 30", RCP	87 LF @ \$95/LF
8009	-	Flared End, RCP, 30"	1 Each @ \$1,200/Each
8010	-	Water Main, DIP, 12"	368 LF @ \$68.50/LF
8011	-	Fire Hydrant Assembly	1 Each @ \$4,500/Each

B. Reason for ordering change or extra work:

Gateway Business Park – Cyber Lane Extension

(Continued on reverse side)

Approved, Jon Resler 6/13, 2018 Date Chase Schrage 6/13, 2018 Date
 Jon Resler, P.E., City Engineer Date Chase Schrage, Project Engineer Date

Peterson Contractors Inc. By, Matt Bohlen 6/13, 2018 Date
 Contractor Matt Bohlen, Project Manager Date

CITY OF CEDAR FALLS:

Approved by the City Council of Cedar Falls, Iowa, this _____ day of _____, 2018

Attest _____, _____, 2018 _____, _____, 2018
 City Clerk Date Mayor Date

Item G.2.v.

CHANGE/WORK ORDER NO. 2

C - Settlement for cost of work to be made as follows:

7000-7001	-	Contract Price
7002	-	Agreed unit price per item
7003-7009	-	Contract Price
8002-8011	-	Agreed unit price per item

Contract Modifications:

All underground utility work (i.e.: Storm Sewer, Water Main) will need to be completed by **August 24, 2018** or liquidated damages in the amount of **\$600 per day** will be assessed for each working day that the underground utility work remains.

Add 40 Working Days to the contract
Total Working Days for contract: 160 Working Days

D - ITEMS INCLUDED IN CONTRACT

7-10

Item no.	Item Description	Unit Price .XXX	Quantity .XXX	Amount .XX
7 0 0 0	Applies to Item 0 0 1 0	\$5.50 per Lineal Foot	100	\$550.00
7 0 0 1	Applies to Item 0 0 7 8	\$35.00 per Station	50	\$1,750.00
7 0 0 2	Applies to Item 0 0 2 6	\$13.30 per Square Yard	987	\$13,127.10
7 0 0 3	Applies to Item 0 0 2 4	\$250.00 per Station	5	\$1,250.00
7 0 0 4	Applies to Item 0 0 3 0	\$0.40 per Square Foot	10,000	\$4,000.00
7 0 0 5	Applies to Item 0 0 3 3	\$40.00 per Square Yard	300	\$12,000.00
7 0 0 6	Applies to Item 0 0 3 8	\$3,900.00 per Each	4	\$15,600.00
7 0 0 7	Applies to Item 0 0 3 9	\$4,300.00 per Each	2	\$8,600.00
7 0 0 8	Applies to Item 0 0 6 1	\$58.00 per Lineal Foot	119	\$6,902.00
7 0 0 9	Applies to Item 0 0 6 7	\$9.35 per Lineal Foot	505	\$4,721.75
Total				\$68,500.85

E - ITEMS NOT INCLUDED IN CONTRACT

7-10

Item no.	Item Description	Unit Price	Quantity	Amount
8 0 0 2	Pavement, PCC, 9" , Class "C"	\$47.00 per Square Yard	1493.00	\$70,171
8 0 0 3	Class 10 Excavation	\$5.00 per Cubic Yard	822.00	\$4,110
8 0 0 4	Strip Top Soil	\$3.50 per Cubic Yard	499.00	\$1,746.50
8 0 0 5	Respread Top Soil Cyber Lane ROW	\$11.50 per Cubic Yard	334.00	\$3,841.00
8 0 0 6	Storm Sewer, 18", RCP	\$65.00 per Lineal Foot	65.00	\$4,225.00
8 0 0 7	Storm Sewer, 30", Plastic Perforated	\$90.00 per Lineal Foot	164.00	\$14,760.00
8 0 0 8	Storm Sewer, 30", RCP	\$95.00 per Lineal Foot	87.00	\$8,265.00
8 0 0 9	Flared End, 30", RCP	\$1,200 per Each	1.0	\$1,200.00
8 0 1 0	Water Main, DIP, 12"	\$68.50 per Lineal Foot	368.00	\$25,208.00
8 0 1 1	Fire Hydrant Assembly	\$4,500 per Each	1.0	\$4,500.00
Total				\$138,026.50

Change Order #2 Total: \$206,527.35
Change Orders Running Total: \$218,767.35



CF Technology Park Phase II

Project Location:
Cyber Lane

NORTH

-305-

Item G.2.v.



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 Brown & City Council
FROM: Iris Lehmann, Planner I
DATE: June 14, 2018
SUBJECT: Design review of a property in the Central Business District Overlay

REQUEST: Repainting a portion of the front façade and replacing signage

PETITIONER: Don Blau, owner of 120 Main Street

LOCATION: 120 Main Street, The Runner's Flat

PROPOSAL

The owner of 120 Main Street and the tenant, Scott Gall (The Runner's Flat), are proposing to paint the top half of the storefront façade black and replace the wall and projecting signs for the business. The proposal also includes removing the gooseneck lights from above the signs. See images below.



Existing



Proposed

BACKGROUND

This item requires review by the Planning and Zoning Commission and the City Council as this property is located within the Central Business District (Section 29-168). The downtown district

Item G.2.w.

requires a building site plan review (i.e. design review) for any “substantial improvement” to an exterior façade, including a color change. A substantial improvement to properties in the CBD Overlay is defined in Section 29-186(c) and reads as follows:

"Substantial improvement" includes any new building construction within the overlay district or any renovation of an existing structure that involves any modification of the exterior appearance of the structure by virtue of adding or removing exterior windows or doors or altering the color or exterior materials of existing walls. All facade improvements, changes, alterations, modifications or replacement of existing facade materials will be considered a substantial improvement. Included in this definition are any new, modified or replacement awnings or similar material extensions over the public sidewalk area. A substantial improvement also includes any increase or decrease in existing building height and/or alteration of the existing roof pitch or appearance. Routine repair or replacement of existing roof materials that do not materially change the appearance, shape or configuration of the existing roof will not be considered a "substantial improvement. Owner-occupied detached single family residences will not be subject to these regulations."

ANALYSIS

This property is located in a C-3, commercial zoning district, and falls within the Central Business District Overlay. As noted above, all proposed substantial improvements to structures within the overlay district shall be reviewed by the Planning and Zoning Commission and City Council. The following is an evaluation of the proposed project with regard to the design review requirements:

1. Proportion: The proportions of the building are not being altered. This criterion does not apply.
2. Roof shape, pitch and direction: The roof of the building is not being altered. This criterion does not apply.
3. Pattern: The surfaces and openings of this structure will remain the same. This criterion does not apply.
4. Materials and texture: The materials of the building are not be altered. This criterion does not apply.
5. Color: The applicant is proposing to repaint the sign band at the top of the storefront. The sign band acts as the backing for a wall sign for the storefront tenant. The sign band is currently painted red. The applicant is proposing to paint it black. All other areas and colors on the building will remain the same. The proposed new color is complementary to the storefront design and consistent with colors used in the district. This criterion is met.
6. Architectural features: The architectural features of the building are remaining the same. This criterion does not apply.
7. Exterior mural wall drawings, painted artwork, exterior painting: this criterion does not apply for this review
8. Signage: The applicant is proposing to repaint the existing wall and projecting signs and put

them back on the building in the same locations. Staff has no concerns with the removal of the gooseneck lights. This criterion is met.

TECHNICAL COMMENTS

No comments.

PLANNING & ZONING COMMISSION

Discussion/Vote 6/13/2018 Planner Lehmann presented the proposed façade changes to the Planning and Zoning Commission. The Commission noted that they liked the improvements. There were no other questions or comments. The proposal was unanimously approved by the Commission.

STAFF RECOMMENDATION

The Planning and Zoning Commission and the Community Development Department recommend approving the submitted color and signage change for 120 Main Street.

Attachments: Letter of intent from property owner

Item G.2.w.

May 18, 2018

Cedar Falls Department of Community Development
220 Clay Street
Cedar Falls, Iowa 50613

Dear Cedar Falls Department of Community Development:

In the following letter of intent, we will outline the proposed work at the property of 120 Main Street Cedar Falls, (The Runners Flat).

The enclosed renderings illustrate the removal of the gooseneck lighting and electrical from the sign on the front of the building. Removing the existing cut letters, frame work, and projection sign from the front of the building, disassembling the sign and entirely repainting it. While the sign is down the sign band area behind where the sign is located will be painted. Once the building sign band is painted the sign will be reinstalled. This signage will have a freshened-up look removing the gradient and will be painted two solid colors.

Nagle Signs will be removing the existing gooseneck lighting and current signage and updating the signage to a cleaner look. The painting of the building will be done by the owner. The general materials used will be paint to update both the building and the existing sign.

Sincerely,



Tom Nagle
Nagle Signs, Inc.

Scott Gall
The Runner's Flat



Don Blau
Property Owner





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
Administration Division

TO: Mayor Brown and City Council
FROM: Stephanie Houk Sheetz, AICP, Director of Community Development
DATE: June 13, 2018
SUBJECT: Community Development Block Grant Program
Grant Administration and Technical Services for Rehabilitation Program

Cedar Falls is a recipient of Community Development Block Grant (CDBG) and HOME funds. In February 2018, Council approved a contract with INRCOG for administrative and program responsibilities, after a consultant selection process. The contract was for an initial 6-month period, with an option to renew the agreement for future years(s).

Two rehabilitation projects are underway and more are in the review stages. Service agency reviews have been conducted and payments made. Required updates to the City's Consolidated Plan and Annual Action Plan have been made, along with submittal of the 2016 Consolidated Annual Performance and Evaluation Report (CAPER). INRCOG has assisted the City in accomplishing all of this.

Staff recommends continuing with INRCOG by extending the contract for one year. Attached is the proposed FY19 agreement with all required attachments.

Please contact me with any questions. Thank you.

Item G.2.x.



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

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

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

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

PROFESSIONAL SERVICE AGREEMENT

**CDBG Entitlement Funding: Grant Administration and Technical Services for
Housing Projects
Cedar Falls, Iowa
City Project Number BL-000-CD**

This Agreement is made and entered by and between the Iowa Northland Regional Council of Governments (INRCOG), 229 East Park Avenue, Waterloo, Iowa 50703, hereinafter referred to as "CONSULTANT" and City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa, hereinafter referred to as "CLIENT."

IN CONSIDERATION of the covenants hereinafter set forth, the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

CONSULTANT shall perform professional Services (the "Services") in connection with CLIENT's facilities in accordance with the Scope of Services set forth in Exhibit A attached hereto.

II. CONSULTANT'S RESPONSIBILITIES

CONSULTANT shall, subject to the terms and provisions of this Agreement:

- (a) Appoint one or more individuals who shall be authorized to act on behalf of CONSULTANT and with whom CLIENT may consult at all reasonable times, and whose instructions, requests, and decisions will be binding upon CONSULTANT as to all matters pertaining to this Agreement and the performance of the parties hereunder.
- (b) Use all reasonable efforts to complete the Services within the time period mutually agreed upon, except for reasons beyond its control, as set forth in Exhibit A.
- (c) Perform the Services in accordance with generally accepted professional grant administrative standards in existence at the time of performance of the Services. If during the two year period following the completion of Services, it is shown that there is an error in the Services solely as a result of CONSULTANT's failure to meet these standards, CONSULTANT shall re-perform such substandard Services as may be necessary to remedy such error at no cost to CLIENT. Since CONSULTANT has no control over local conditions, the cost of labor and materials, or over competitive bidding and market conditions, CONSULTANT does not guarantee the accuracy of any construction cost

estimates as compared to contractor's bids or the actual cost to the CLIENT. CONSULTANT makes no other warranties either express or implied and the parties' rights, liabilities, responsibilities and remedies with respect to the quality of Services, including claims alleging negligence, breach of warranty and breach of contract, shall be exclusively those set forth herein.

- (d) CONSULTANT shall, if requested in writing by CLIENT, for the protection of CLIENT, require from all vendors and subcontractors from which CONSULTANT procures equipment, materials or services for the project, guarantees with respect to such equipment, materials and services. All such guarantees shall be made available to CLIENT to the full extent of the terms thereof. CONSULTANT's liability with respect to such equipment, and materials obtained from vendors or services from subcontractors, shall be limited to procuring guarantees from such vendors or subcontractors and rendering all reasonable assistance to CLIENT for the purpose of enforcing the same.
- (e) CONSULTANT will be providing estimates of costs to the CLIENT covering an extended period of time. CONSULTANT does not have control over any such costs, including, but not limited to, costs of labor, material, equipment or services furnished by others or over competitive bidding, marketing or negotiating conditions, or construction contractors' methods of determining their prices. Accordingly, it is acknowledged and understood that any estimates, projections or opinions of probable project costs provided herein by CONSULTANT are estimates only, made on the basis of CONSULTANT's experience and represent CONSULTANT's reasonable judgment as a qualified professional. CONSULTANT does not guarantee that proposals, bids or actual project costs will not vary from the opinions of probable costs prepared by CONSULTANT, and the CLIENT waives any and all claims that it may have against CONSULTANT as a result of any such variance.

III. CLIENT'S RESPONSIBILITIES

CLIENT shall at such times as may be required for the successful and expeditious completion of the Services:

- (a) Provide all criteria and information as to CLIENT's requirements; obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the project; and designate a person with authority to act on CLIENT's behalf on all matters concerning the Services.
- (b) Furnish to CONSULTANT all existing studies, reports and other available data pertinent to the Services, and obtain additional reports, data and services as may be required for the project. CONSULTANT shall be entitled to rely upon all such information, data and the results of such other services in performing its Services hereunder.

IV. INSURANCE REQUIREMENTS FOR CONTRACTORS FOR THE CITY OF CEDAR FALLS

The provisions of the document entitled, "Insurance Requirements for Contractors for the City of Cedar Falls," dated December 13, 2011 as revised January 31, 2017 consisting of 11 pages, which are attached hereto, marked Exhibit B, are hereby made a part of this Agreement as if set out word for word herein.

CONSULTANT shall furnish to CLIENT a certificate or certificates of insurance containing all coverages, endorsements and other provisions required by the Insurance Requirements set forth in Exhibit B. In the event of any conflict between the provisions of Exhibit B and the other terms of this Agreement, the provisions of Exhibit B shall control.

CONSULTANT shall obtain and maintain an insurance policy or policies that meet the provisions set out in the Insurance Requirements for Contractors for the City of Cedar Falls, attached hereto

Item G.2.x.

and marked Exhibit B.

V. **STANDARD TERMS AND CONDITIONS FOR CONTRACTS BETWEEN CONTRACTORS WHO PERFORM PROFESSIONAL SERVICES AND THE CITY OF CEDAR FALLS**

The provisions of the documents entitled "Standard Terms and Conditions for Contracts Between Contractors Who Perform Professional Services and the City of Cedar Falls," consisting of three pages are incorporated into this Agreement by the Client and attached as Exhibit C.

VI. **COMPENSATION AND TERMS OF PAYMENT**

Compensation for the services shall be on an hourly basis in accordance with the hourly fees and other direct expenses in effect at the time the services are performed. Administrative compensation for: housing rehabilitation services shall not exceed \$6,500/unit; housing repairs shall not exceed \$2,500/unit; total agency allocation shall not exceed \$3,500; demolition and clearance management shall not exceed \$3,500; and total planning and reporting expenses shall not exceed \$7,500.

CONSULTANT may bill the CLIENT monthly for services completed at the time of billing. CLIENT agrees to pay CONSULTANT the full amount of such invoice within thirty (30) days after receipt thereof. In the event CLIENT disputes any invoice item, CLIENT shall give CONSULTANT written notice of such disputed item within ten (10) days after receipt of invoice and shall pay to CONSULTANT the undisputed portion of the invoice according to the provisions hereof. CLIENT agrees to abide by any applicable statutory prompt pay provisions currently in effect.

VII. **TERMINATION**

CLIENT may, with or without cause, terminate the Services at any time upon fourteen (14) days written notice to CONSULTANT. The obligation to provide further Services under this Agreement may be terminated by either party upon fourteen (14) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, providing such defaulting party has not cured such failure, or, in the event of a non-monetary default, commenced reasonable actions to cure such failure. In either case, CONSULTANT will be paid for all expenses incurred and Services rendered to the date of the termination in accordance with compensation terms of Article VI.

VIII. **OWNERSHIP OF DOCUMENTS**

- (a) Bid documents, specifications, final project specific calculations, plans, reports, and other instruments of service which CONSULTANT prepares and delivers to CLIENT pursuant to this Agreement shall become the property of CLIENT when CONSULTANT has been compensated for Services rendered. CLIENT shall have the right to use such instruments of service solely for the purpose of the benefiting the CDBG Entitlement Program. Any other use or reuse of original or altered files shall be at CLIENT's sole risk without liability or legal exposure to CONSULTANT and CLIENT agrees to release, defend and hold CONSULTANT harmless from and against all claims or suits asserted against CONSULTANT in the event such documents are used for a purpose different than originally prepared even though such claims or suits may be based on allegations of negligence by CONSULTANT. Nothing contained in this paragraph shall be construed as limiting or depriving CONSULTANT of its rights to use its basic knowledge and skills to design or carry out other projects or work for itself or others, whether or not such other projects or work are similar to the work to be performed pursuant to this Agreement.
- (b) Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced and CONSULTANT makes no

warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the original documents and the electronic files, the original documents will govern.

IX. MEANS AND METHODS

- (a) CONSULTANT shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety measures and programs including enforcement of Federal and State safety requirements, in connection with construction work performed by CLIENT's construction contractors. Nor shall CONSULTANT be responsible for the supervision of CLIENT's construction contractors, subcontractors or of any of their employees, agents and representatives of such contractors; or for inspecting machinery, construction equipment and tools used and employed by contractors and subcontractors on CLIENT's construction projects and shall not have the right to stop or reject work without the thorough evaluation and approval of the CLIENT. In no event shall CONSULTANT be liable for the acts or omissions of CLIENT's construction contractors, subcontractors or any persons or entities performing any of the construction work, or for the failure of any of them to carry out construction work under contracts with CLIENT.

X. INDEPENDENT CONTRACTOR

CONSULTANT shall be an independent contractor with respect to the Services to be performed hereunder. Neither CONSULTANT nor its subcontractors, nor the employees of either, shall be deemed to be the servants, employees, or agents of CLIENT.

XI. PRE-EXISTING CONDITIONS

Anything herein to the contrary notwithstanding, CONSULTANT shall have no legal responsibility or liability for any and all pre-existing contamination. "Pre-existing contamination" is any hazardous or toxic substance present at the site or sites concerned which was not brought onto such site or sites by CONSULTANT. CLIENT agrees to release CONSULTANT from and against any and all liability to the CLIENT which may in any manner arise in any way directly or indirectly caused by such pre-existing contamination except if such liability arises from CONSULTANT's sole negligence or willful misconduct.

CLIENT shall, at CLIENT's sole expense and risk, arrange for handling, storage, transportation, treatment and delivery for disposal of pre-existing contamination. CLIENT shall be solely responsible for obtaining a disposal site for such material. CLIENT shall look to the disposal facility and/or transporter for any responsibility or liability arising from improper disposal or transportation of such waste. CONSULTANT shall not have or exert any control over CLIENT in CLIENT's obligations or responsibilities as a generator in the storage, transportation, treatment or disposal of any pre-existing contamination. CLIENT shall complete and execute any governmentally required forms relating to regulated activities including, but not limited to generation, storage, handling, treatment, transportation, or disposal of pre-existing contamination.

For CONSULTANT's Services requiring drilling, boring, excavation or soils sampling, CLIENT shall approve selection of the contractors to perform such services, all site locations, and provide CONSULTANT with all necessary information regarding the presence of underground hazards, utilities, structures and conditions at the site.

XII. DISPUTE RESOLUTION

If a dispute arises out of, or relates to, the breach of this Agreement and if the dispute cannot be settled through negotiation, then the CONSULTANT and the CLIENT agree to submit the dispute to mediation. In the event CONSULTANT or the CLIENT desires to mediate any dispute, that party

Item G.2.x.

shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within 10 days of the receipt of such notice, such dispute shall be submitted for mediation in accordance with the procedures and rules of the American Arbitration Association (or any successor organization) then in effect. The deadline for submitting the dispute to mediation can be changed if the parties mutually agree in writing to extend the time between receipt of notice and submission to mediation. The expenses of the mediator shall be shared 50 percent by CONSULTANT and 50 percent by the CLIENT. This requirement to seek mediation shall be a condition required before filing an action at law or in equity. However, prior to or during the negotiations or the mediation either party may initiate litigation that would otherwise be barred by a statute of limitations, and CONSULTANT may pursue any property liens or other rights it may have to obtain security for the payment of its invoices.

This Agreement shall be governed by the laws of the State of Iowa and any action at law or other judicial proceeding arising from this Agreement shall be instituted in Black Hawk County District Court, Waterloo, Iowa.

XIII. MISCELLANEOUS

- (a) This Agreement constitutes the entire agreement between the parties hereto and supersedes any oral or written representations, understandings, proposals, or communications heretofore entered into by or on account of the parties and may not be changed, modified, or amended except in writing signed by the parties hereto. In the event of any conflict between this contract document and any of the exhibits hereto, the terms and conditions of Exhibit C shall control. In the event of any conflict among the exhibits, Exhibit C shall control.
- (b) This Agreement shall be governed by the laws of the State of Iowa.
- (c) CONSULTANT may subcontract any portion of the Services to a subcontractor approved by CLIENT. In no case shall CLIENT's approval of any subcontract relieve CONSULTANT of any of its obligations under this Agreement.
- (d) In the event CLIENT uses a purchase order form to administer this Agreement, the use of such form shall be for convenience purposes only, and any typed provision in conflict with the terms of this Agreement and all preprinted terms and conditions contained in or on such forms shall be deemed stricken and null and void.
- (e) This Agreement gives no rights or benefits to anyone other than CLIENT and CONSULTANT and does not create any third party beneficiaries to the Agreement.
- (f) Except as may be explicitly set forth above, nothing contained in this Agreement or its exhibits limits the rights and remedies, including remedies related to damages, of either party that are available to either party under the law.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year written below.

APPROVED FOR CLIENT

APPROVED FOR CONSULTANT

By: _____

By: _____

Printed Name: James P. Brown

Printed Name: Kevin Blanshan

Title: Mayor of Cedar Falls Title: INRCOG Executive Director

Date: _____ Date: _____

Exhibit A

**CDBG Entitlement Funding: Grant Administration and Technical Services for
Housing Projects
Cedar Falls, Iowa
City Project Number BL-000-CD**

**SCOPE OF WORK
CDBG GRANT ADMINISTRATION AND TECHNICAL SERVICES FOR HOUSING
PROJECTS
CITY OF CEDAR FALLS, IOWA**

Overview

The Iowa Northland Regional Council of Governments (INRCOG) is proposing to continue administering the City of Cedar Falls' (City) Housing Rehabilitation, Housing Repair, and Agency Grant programs, all of which are funded through the City's Community Development Block Grant (CDBG) Entitlement allocation.

Qualifications

Housing Rehabilitation and CDBG Experience

As a public agency created under Chapter 28E of the Iowa Code, INRCOG serves a six-county area. The City of Cedar Falls is a member in good standing our staff has built a solid relationship with the City's staff. We are located in close proximity to Cedar Falls City Hall and we are very familiar with the community, including its infrastructure, services and its elected and appointed officials.

Our agency is proud of the working relationships we have built with numerous federal and state departments, as we have administered numerous programs on behalf of our local government members. Included amongst those agencies are the US Department of Commerce, Economic Development Administration; US Department of Agriculture; Federal Highway and Federal Transit Administrations; Federal Emergency Management Agency; Iowa Economic Development Authority; Iowa Department of Transportation; Iowa Department of Natural Resources; Iowa Homeland Security and Emergency Management; and the Iowa Finance Authority. INRCOG also provides staff and oversight for several regional bodies including the Black Hawk County Metropolitan Transportation Organization; Regional Transportation Authority; Regional Transit Commission; Regional Economic Development Commission; and Regional Housing Council. Further, our agency has acted as the procurement and fiscal agent for multi-county emergency management regions. Through our work, our agency has developed relationships with several non-profit organizations, including administration of housing-related grants which involves working directly with several entities such as The Salvation Army, Iowa Heartland Habitat for Humanity, Cedar Valley Friends of the Family,

Operation Threshold, Exceptional Persons, Inc., Northeast Iowa Area Agency on Aging; Northeast Iowa Community Action Corporation; Community Based Services; and House of Hope.

INRCOG has extensive housing rehabilitation and repair experience under the Iowa Economic Development Authority's (IEDA) Housing Rehabilitation and Iowa Finance Authority's (IFA) Local Housing Trust Fund programs. IEDA's program is funded through the CDBG program, as administered by the US Department of Housing and Urban Development, and the IFA program is funded through the State Housing Trust Fund. We also have a familiarity with the HOME Investment Partnership Program as administered by the US Department of Housing and Development. INRCOG has administered housing trust fund grants for the Iowa Northland Regional Housing Council since 2003 and since 2014 for the Waterloo Housing Trust Fund. Through the trust funds, our staff has developed and administered annual homeowner repair programs that serve approximately ten individual households per year. In addition to administering the individual home improvement programs, INRCOG has managed numerous housing acquisition programs, as funded by the Hazard Mitigation Grant and CDBG Programs, following disasters in 1993, 1999, 2000, 2008, and 2016.

Our staff writes the grants for these programs for our member local governments and we performs all administrative tasks relative to construction, finance, and professional service functions associated with the programs. We have completed all IEDA basic and updated trainings associated with administering CDBG funds, specifically those associated with environmental assessments, Davis-Bacon (prevailing wage) compliance, historical preservation review and approval, Section 3 (hiring practices) compliance, fair housing standards, lead-based paint testing and certification, radon testing, and contractor procurement. INRCOG is accustomed to developing the necessary contracts, developing file and program management techniques, assisting with city audits, successfully preparing for and completing IEDA monitoring reviews, conflict mediation, financial management, and closeout processes associated with CDBG projects.

Primary INRCOG Staff Members

The primary contacts for this proposal and program are

- o Brian Schoon, Director of Development (bschoon@inrcog.org);
- o Cindy Knox, Housing Planner II (cknox@inrcog.org);
- o Rose Phillips, Housing Planner II (rphillips@inrcog.org).

Brian Schoon has been employed by INRCOG since September 1991 and is currently serving as the Director of Development. He is a member of the American Institute of Certified Planners. His responsibilities include supervision, project administration, budget oversight, and planning functions associated with INRCOG's housing, planning, and economic development efforts, including numerous CDBG projects funded by the Iowa Economic Development Authority (IEDA). Schoon also oversees the Iowa Northland Regional Housing Council and its local Housing Trust Funds and staffs the Waterloo Housing Trust Fund and its financial programs. He is currently providing planning services to the City, including updating the Consolidated and Annual Action Plans related to its current HUD CDBG Entitlement Program. Schoon has a Bachelors' degree in Landscape Design from South Dakota State University and a Masters' degree in Community and Regional Planning from Iowa State University.

Item G.2.x.

CDBG Entitlement Housing Services
Cedar Falls, Iowa
City Project No. BL-000-CD

Cindy Knox has worked as a housing program specialist for INRCOG for 13 years. Knox has administered nearly two dozen CDBG housing rehab programs, as well as other housing programs awarded to our member communities from the US Department of Agriculture, Federal Home Loan Bank, and Iowa Finance Authority. She has managed homebuyer and down-payment assistance programs; housing inspection programs; and emergency and rural repair programs for our regional Housing Council. Knox is a Certified Lead-Based Paint Sampling Technician and has knowledge of Iowa Minimum Housing and Housing Quality Standards. Knox has a Bachelor's degree in Design and the Human Environment from the University of Northern Iowa.

Rose Phillips has been with INRCOG since early 2017 and is responsible for managing CDBG housing rehabilitation programs for our member communities. She also develops housing needs assessments and manages post-disaster housing acquisition programs for our member local governments. Phillips has a Bachelors' degree in Environmental Studies from Mount Holyoke College and a Masters' degree in Urban and Regional Planning from the University of Iowa.

Richard Dewater (INRCOG Subcontractor) will serve as an independent contract employee of INRCOG, as he has for over two dozen of our rehabilitation projects. His expenses, which are flat-fee, are included in the Technical Services budget of this proposal. He will perform all initial rehabilitation and lead-based paint inspections, as well as draft bid specifications which outlines work to be completed on each selected unit. Dewater will perform all inspections of work by contractor(s), mediate disputes, and make himself available for meetings and technical assistance.

Description of Technical Services, Grant Administration, and Organizational Capacity

INRCOG, through its existing staff, will administer the City's Fiscal Year 2019 Housing Rehabilitation and Housing

Repair Programs and the Agency Grant program, as funded by the US Department of Housing and Urban Development (HUD). As part of a subsequent contract, INRCOG will complete rehabilitation projects and repair homes in the same manner that INRCOG currently provides to non-entitlement CDBG communities, and will assist with providing agency grants, all under the supervision of City staff. Included in each housing rehabilitation project, INRCOG will provide general and technical administrative services, which includes income verifications, construction management, vendor procurements, lead tests, and oversight of radon testing, as is necessary. INRCOG will propose per unit expenses for each home, including staff time and benefits, travel time and expenses, recording, mailing, and other ancillary expenses associated with the program.

INRCOG will be responsible for providing all inspections and the City will be responsible for preparing initial project descriptions, with write-ups to INRCOG, as may be associated with the programs addressed under this proposal. INRCOG will prepare procurement and contract documents as is necessary for each rehabilitation and/or repair project. We will then manage each home project including preparation of a prioritized list of projects, contracts, and implementation of each contract. INRCOG will present any necessary approvals or reports to the City's Housing Commission and/or

City Council. Further, as HUD's subrecipient, the City will be responsible for obtaining HUD reimbursement for all expenses under this proposal with INRCOG assisting with obtaining said reimbursements. Likewise, INRCOG will assist the City with any necessary HUD or CDBG reports, as requested.

Budget

INRCOG is prepared to offer the administrative services for a not-to-exceed price for each unit or task completed during the City fiscal year, as outlined below. Said administrative expenses will be billed on an hourly basis, using rates that will be defined in the contract between the City and INRCOG.

- **Single-Unit Owner-Occupied Housing Rehabilitation Program**
 - \$34,500/Unit (Includes all Administration, Construction, and Program expenses)
 - *INRCOG General and Technical Administration Expense: \$6,500/Unit*
- **Single-Unit Owner-Occupied Housing Repair Program**
 - \$12,500/Unit (Includes all Administration, Construction, and Program expenses)
 - *INRCOG General Administration Expense: \$2,500/Unit*
- **Agency Awards Program (to City-Determined Agencies)**
 - Approximately \$5,500/Agency to Six (6) Agencies (Includes all Administration Procurement, Monitoring, and Award expenses)
 - *INRCOG Expense: \$3,500*
- **Demolition and Clearance Program**
 - Approximately \$9,000/Unit (Includes all Administration and Award expenses)
 - *INRCOG Expense: \$3,500*
- **Plan and Report Development**
 - Annual Action Plan, CAPER, and Reports (i.e. Section 3, MBE/DBE, SF 425)
 - *INRCOG Expense: \$7,500*

If accepted by the City, INRCOG is willing to negotiate a contract utilizing the City's standard agreement. INRCOG currently meets the City's insurance requirements and has attached a certificate as evidence.

As with prior contracts, INRCOG will provide monthly invoices to the City for services provided by our staff. Services covered by the agreement will be assigned an individual, unique program number through which expenses will be tracked and monitored within INRCOG's monthly financial reports and annual independent audit. INRCOG shall make all financial records available to the City upon request.

Time of Performance

Work under this proposal would begin upon execution of an agreement and completion would be no later than June 30th, 2019. INRCOG may propose an extension to the

Item G.2.x.

CDBG Entitlement Housing Services
Cedar Falls, Iowa
City Project No. BL-000-CD

negotiated agreement, in the event it is unable to complete the services defined above. Accordingly, the completion date may be extended for a period of up to six (6) months upon written request of INRCOG documenting a good faith effort to complete performance in a timely manner.

Project Review

At least annually, but not later than May 1st, 2019 during the contract timeframe, the City and INRCOG will meet to review INRCOG's performance with regard to the services provided to the City. Extending the existing agreement for future years(s) may also be discussed at that time.

Exhibit B

**CDBG Entitlement Funding: Grant Administration and Technical Services for
Housing Projects
Cedar Falls, Iowa
City Project Number BL-000-CD**

Original 12/13/11
Revision 01/31/2017

**INSURANCE REQUIREMENTS FOR
CONTRACTORS FOR THE CITY OF CEDAR FALLS**

*** This document outlines the insurance requirements for all Contractors who perform work for the City of Cedar Falls. The term “contractor” as used in this document shall be defined as the general contractor, artisan contractor, or design contractor that will be performing work for the City of Cedar Falls under contract.

1. All policies of insurance required hereunder shall be with an insurer authorized by law to do business in Iowa. All insurance policies shall be companies satisfactory to the City and have a rating of A-, VII or better in the current A.M. Best Rating Guide.
2. All Certificates of Insurance required hereunder shall include the Cancellation & Material Change Endorsement. A copy of this endorsement is attached in Exhibit 1.
3. Contractor shall furnish a signed Certificate of Insurance to the City of Cedar Falls, Iowa for the coverage required in Exhibit 1. Such Certificates shall include copies of the following endorsements:
 - a) Commercial General Liability policy is primary and non-contributing
 - b) Commercial General Liability additional insured endorsement – See Exhibit 1
 - c) Governmental Immunities Endorsement – See Exhibit 1

Copies of additional insured endorsements, executed by an authorized representative from an Insurer duly licensed to transact business at the location of the jobsite, must be provided prior to the first payment.

Contractor shall, upon request by the City, provide Certificates of Insurance for all subcontractors and sub-sub-contractors who perform work or services pursuant to the provisions of this contract.

Item G.2.x.

CDBG Entitlement Housing Services
Cedar Falls, Iowa
City Project No. BL-000-CD

4. Each certificate shall be submitted to the City of Cedar Falls.
5. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Cedar Falls. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
6. Failure of the Contractor to maintain the required insurance shall constitute a default under this Contract, and at City's option, shall allow City to terminate this Contract for cause and/or purchase said insurance at Contractor's expense.
7. Contractor shall be required to carry the following minimum coverage/limits or greater, if required by law or other legal agreement; as per Exhibit 1:
 - This coverage shall be written on an occurrence, not claims made form. All deviations or exclusions from the standard ISO commercial general liability form CG 001 shall be clearly identified and shall be subject to the review and approval of the City.
 - Contractor shall maintain ongoing CGL coverage for at least 2 years following substantial completion of the Work to cover liability arising from the products-completed operations hazard and liability assumed under an insured contract.
 - Governmental Immunity endorsement identical or equivalent to form attached.
 - Additional Insured Requirement – See Exhibit 1.
The City of Cedar Falls, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers shall be named as an additional insured on General Liability Policies for all classes of contractors.

Contractors shall include coverage for the City of Cedar Falls as an additional insured including ongoing and completed operations coverage equivalent to: ISO CG 20 10 07 04* and ISO CG 20 37 07 04**

* ISO CG 20 10 07 04 "Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization"

** ISO CG 20 37 07 04 "Additional Insured – Owners, Lessees or Contractors – Completed Operations"

8. **Errors & Omissions:** If the contract's scope of services includes design work or other professional services, then Contractor shall maintain insurance coverage for errors, omissions and other wrongful acts or omissions (except for intentional acts or omissions), arising out of the professional services performed by Contractor. Contractor shall maintain continuous Errors & Omissions coverage for a period commencing no later than the date of the contract, and continuing for a period of no less than 2 years from the date of completion of all work completed or services performed under the contract. The limit of liability shall not be less than \$1,000,000.
9. **Separation of Insured's Provision:** If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
10. **Limits:** By requiring the insurance as set out in this Contract, City does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities provided to City in this Contract. The City will have the right at any time to require liability insurance greater than that otherwise specified in Exhibit 1. If required, the additional premium or premiums payable shall be added to the bid price.
11. **Indemnification (Hold Harmless) Provision:** To the fullest extent permitted by law, the Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for damages which may be asserted, claimed or recovered against or from the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa, including, but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property damages, which arises out of or is in any way connected or associated with the work and/or services provided by the Contractor to the City of Cedar Falls, Iowa pursuant to the provisions of this contract to the extent arising out of the errors, omissions or negligent acts of the Contractor, its agents, employees, subcontractors or others working on behalf of the Contractor. It is the intention of the parties that the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa shall not be liable or in any way responsible for the injury, damage, liability, loss or expense incurred by the Contractor, its officers, employees, subcontractors, and others affiliated with the Contractor due to accidents, mishaps, misconduct, negligence or injuries either in person or property resulting from the work and/or services performed by the Contractor pursuant to the provisions of this contract, except for and to the extent caused by the negligence of the City of Cedar Falls, Iowa.

Item G.2.x.

CDBG Entitlement Housing Services
Cedar Falls, Iowa
City Project No. BL-000-CD

The Contractor expressly assumes full responsibility for damages or injuries which may result to any person or property by reason of or in connection with the work and/or services provided by the Contractor to the City of Cedar Falls, Iowa pursuant to this contract to the extent arising out of the errors, omissions or negligent acts of the Contractor, its agents, employees, subcontractors or others working on behalf of the Contractor, and agrees to pay the City of Cedar Falls, Iowa for all damages caused to the City of Cedar Falls, Iowa premises resulting from the work and/or services of the Contractor, its officers, employees, subcontractors, and others affiliated with the Contractor to the extent arising out of such errors, omissions or negligent acts.

The Contractor represents that its activities pursuant to the provisions of this contract will be performed and supervised by adequately trained and qualified personnel, and the Contractor will observe, and cause its officers, employees, subcontractors and others affiliated with the Contractor to observe all applicable safety rules.

12. Waiver of Subrogation: To the extent permitted by law, Contractor hereby releases the City of Cedar Falls, Iowa, its elected and appointed officials, its directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa, from and against any and all liability or responsibility to the Contractor or anyone claiming through or under the Contractor by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty and for any loss due to bodily injury to Contractor's employees. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this contract or arising out of the work performed under this contract. The Contractor's policies of insurance shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the Contractor to recover thereunder.

Completion Checklist

- Certificate of Liability Insurance (2 pages)
- Additional Insured CG 20 10 07 04
- Additional Insured CG 20 37 07 04
- Governmental Immunities Endorsement

EXHIBIT 1 – INSURANCE SCHEDULE

Item G.2.x.

CDBG Entitlement Housing Services
Cedar Falls, Iowa
City Project No. BL-000-CD

General Liability (Occurrence Form Only):

Commercial General Liability	
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit (any one occurrence)	\$ 50,000
Medical Payments	\$ 5,000

Automobile: *(Combined Single Limit)* \$1,000,000

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

Standard Workers Compensation

Statutory for Coverage A	
Employers Liability:	
Each Accident	\$ 500,000
Each Employee – Disease	\$ 500,000
Policy Limit – Disease	\$ 500,000

Umbrella: \$3,000,000

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

Errors & Omissions: \$1,000,000

**CITY OF CEDAR FALLS, IOWA
ADDITIONAL INSURED ENDORSEMENT**

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

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

**GOVERNMENTAL IMMUNITIES ENDORSEMENT
(For use when including the City as an Additional Insured)**

1. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Cedar Falls, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Cedar Falls, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
3. Assertion of Government Immunity. The City of Cedar Falls, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Cedar Falls, Iowa.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Cedar Falls, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Cedar Falls, Iowa.
5. No Other Change in Policy. The insurance carrier and the City of Cedar Falls, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

CANCELLATION AND MATERIAL CHANGES ENDORSEMENT

Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: Risk Management Office, City of Cedar Falls, City Hall, 220 Clay Street, Cedar Falls, Iowa 50613. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached. Contractor agrees to furnish the City with 30 days advance written notice of cancellation, non-renewal, reduction in coverage and/or limits, and 10 days advance written notice of non-payment of premium.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Your Insurance Agency 123 Main Street Anytown, IA 00000		CONTACT NAME: PHONE (AFC, No, Ext): FAX (AFC, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:	
INSURED Business Name 123 Main Street Anytown, IA 0000		INSURER(S) AFFORDING COVERAGE INSURER A : Carrier should reflect rating of A-, VIII or better INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR I,TR	TYPE OF INSURANCE	ADDL INSR	SUBR WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Policy Number	01/01/2015	01/01/2016	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Policy Number	01/01/2015	01/01/2016	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$ 1,000,000
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Policy Number	01/01/2015	01/01/2016	EACH OCCURRENCE	\$ 3,000,000
							AGGREGATE	\$ 3,000,000
								\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Policy Number	01/01/2015	01/01/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
	Errors & Omissions	<input type="checkbox"/>	<input type="checkbox"/>	Policy Number	01/01/2015	01/01/2016	Each Occurrence	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers are an Additional Insured(s) on the general liability policy on a primary and non-contributory basis (CG2010 & CG2037). Governmental Immunities Endorsement including 30 Days Notice of Cancellation Included. Waiver of Subrogation under the Work Comp & Gen Liab.

CERTIFICATE HOLDER City of Cedar Falls 220 Clay Street Cedar Falls, IA 50613	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CDBG Entitlement Housing Services
Cedar Falls, Iowa
City Project No. BL-000-CD

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;

- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.
- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
- This insurance does not apply to "bodily injury" or "property damage" occurring after:

Item G.2.x.

CDBG Entitlement Housing Services
Cedar Falls, Iowa
City Project No. BL-000-CD

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All terms and conditions of this policy apply unless modified by this endorsement.

CDBG Entitlement Housing Services
Cedar Falls, Iowa
City Project No. BL-000-CD

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at

the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

All terms and conditions of this policy apply unless modified by this endorsement.

Exhibit C

**CDBG Entitlement Funding: Grant Administration and Technical Services for
Housing Projects
Cedar Falls, Iowa
City Project Number BL-000-CD**

2/9/12

**STANDARD TERMS AND CONDITIONS FOR CONTRACTS BETWEEN
CONTRACTORS WHO PERFORM PROFESSIONAL SERVICES AND THE CITY OF
CEDAR FALLS**

This document outlines the Standard Terms and Conditions for all Contractors who perform work or services for the City of Cedar Falls under a contract. The term, "Contractor," as used in this document, includes an engineer, an architect, and any other design professional providing professional services to the City of Cedar Falls, Iowa, under a contract (but excludes construction contractors).

1. This Contract may not be modified or amended except by a writing signed by an authorized representative of the City of Cedar Falls and of the Contractor.
2. Time is of the essence of this Contract.
3. Contractor shall be an independent contractor with respect to the services to be performed under this Contract. Neither Contractor nor its subcontractors, agents, or employees, shall be deemed to be employees or agents of the City.
4. Contractor shall perform all duties in accordance with all applicable federal, state and local laws and regulations.
5. If Contractor breaches this Contract, the City shall have all remedies available to it at law or in equity.
6. Severability. If any provision of this Contract is declared invalid, illegal, or incapable of being enforced by any court of competent jurisdiction, all of the remaining provisions of this Contract shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.
7. Assignment. Contractor may not assign this Contract or any of its rights or obligations hereunder, without the prior written consent of the City, which consent may be withheld in the sole and absolute discretion of the City.
8. Survival of Obligations. All obligations and duties which by their nature extend beyond the term of this Contract shall survive the expiration or termination of this Contract.

[Type text]

9. **Governing Law; Jurisdiction; Venue and Trial.** This Contract shall be construed in accordance with, and all disputes hereunder shall be governed by, the laws of the State of Iowa, excluding its conflicts of law rules. The parties hereto agree that the exclusive jurisdiction and venue shall be in the Iowa District Court for Black Hawk County, and in no other jurisdiction or location, and shall not be removed to federal court. The parties hereby agree to waive the right to trial by jury and agree to submit all disputes to a trial by judge alone. The parties agree that no disputes under this Contract shall be submitted to binding arbitration, but may be submitted to mediation by mutual consent of both parties.

10. Any failure of Contractor to comply with the Insurance Requirements for Contractors for the City of Cedar Falls set forth on Attachment A, shall constitute a default under this Contract.

11. **Attorneys' Fees.** In the event of litigation, the City shall under no circumstances be obligated for payment of any attorneys' fees of Contractor or any other party, arising out of such litigation.

12. **Payment.** Payment of Contractor's invoices shall be due no sooner than thirty (30) days from the date of invoice. In the event any invoices are not paid within thirty (30) days, the City shall pay interest thereon at the rate provided for by Section 668.13(3), Code of Iowa, computed monthly.

13. The City shall not be obligated to maintain confidentiality of Contractor documents or records that are furnished to the City if such documents are public records under the Iowa Open Records Law, Chapter 22, Code of Iowa, and the City shall have no responsibility to Contractor for disclosure of such records.

14. Under no circumstances shall the City waive any damages against the Contractor or any other party arising out of any breach of this Contract, whether consequential, indirect, special, or punitive damages.

15. Under no circumstances shall the Contractor's liability to the City be limited to any specific amount or sum, whether that amount is the compensation paid by the City to the Contractor under this Contract, or the dollar amount of coverage provided for in the Insurance Requirements for Contractors for the City of Cedar Falls, Attachment A.

16. No waiver of the City's subrogation rights against the Contractor or any other party shall conflict with the provisions of the City Insurance Requirements, Attachment A.

17. **Limitations Period.** There shall be no limitation, except as provided for by Iowa law, on the period of time within which the City may make any claim against the Contractor or other party under the provisions of this Contract.

18. This Contract shall not be binding on the City unless and until approved by the City Council of the City at a duly constituted meeting, and signed by the Mayor and City Clerk of the City.

[Type text]

Item G.2.x.

CDBG Entitlement Housing Services
Cedar Falls, Iowa
City Project No. BL-000-CD

19. Warranties. Contractor represents and warrants that all services furnished to the City under this Contract shall be furnished in a skilled and workmanlike manner, in accordance with the degree of skill and care that is required by current, good and sound practices applicable to the Contractor's industry or profession, and as otherwise required by applicable law.

20. Force Majeure. Neither party to this Contract shall be liable to the other party for delays in performing the services, or for the direct or indirect cost resulting from such delays, that may result from acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party. Each party will take reasonable steps to mitigate the impact of any force majeure.

[Type text]



CERTIFICATE OF LIABILITY INSURANCE

Item G.2.x.

2/9/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PDCM Insurance P.O. Box 2597 Waterloo IA 50704	CONTACT NAME: Janet Dufel, CPCU, CIC, CRM, CPIW PHONE (A/C, No, Ext): 319-234-8888 E-MAIL ADDRESS: jdufel@pdc.com	FAX (A/C, No): 319-234-7702
	INSURER(S) AFFORDING COVERAGE	
INSURED IOWANOR-02 Iowa Northland Regional Council of Governments 229 E. Park Avenue Waterloo IA 50703	INSURER A: Philadelphia Ins. Companies	
	INSURER B: IMWCA	
	INSURER C: * XL Insurance	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** 658193401 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	PHPK1673821	7/1/2017	7/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	Y	Y	PHPK1673821	7/1/2017	7/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y		PHUB589612	7/1/2017	7/1/2018	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	0640	7/1/2017	7/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 5,000,000 E.L. DISEASE - EA EMPLOYEE \$ 5,000,000 E.L. DISEASE - POLICY LIMIT \$ 5,000,000
A C	Professional Liability Public Officials E&O			PHPK1673821 POL0950362	7/1/2017 7/1/2017	7/1/2018 7/1/2018	Ea Incident/Aggregate 1000000/2000000 Ea Claim/Aggregate 1000000/1000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers are an Additional insured on the general liability policy on a primary and non-contributory basis. Governmental Immunities Endorsement and 30 Day Notice of Cancellation Endorsement are included. Waiver of Subrogation applies under General Liability.

CERTIFICATE HOLDER City of Cedar Falls 220 Clay Street Cedar Falls IA 50613	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY INSURANCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Effective Date: 01/29/2018

Name of Person or Organization (Additional Insured):

City of Cedar Falls
220 Clay St
Cedar Falls, IA 50613

SECTION II – WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the endorsement Schedule, but only with respect to liability for “bodily injury,” “property damage” or “personal and advertising injury” arising out of or relating to your negligence in the performance of “your work” for such person(s) or organization(s) that occurs on or after the effective date shown in the endorsement Schedule.

This insurance is primary to and non-contributory with any other insurance maintained by the person or organization (Additional Insured), except for loss resulting from the sole negligence of that person or organization.

This condition applies even if other valid and collectible insurance is available to the Additional Insured for a loss or “occurrence” we cover for this Additional Insured.

The Additional Insured’s limits of insurance do not increase our limits of insurance, as described in **SECTION III – LIMITS OF INSURANCE**.

All other terms, conditions, and exclusions under the policy are applicable to this endorsement and remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF GOVERNMENTAL IMMUNITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

We will waive, both in the adjustment of claims and in the defense of "suits" against the insured, any governmental immunity of the insured, unless the insured requests in writing that we not do so.

Waiver of immunity as a defense will not subject us to liability for any portion of a claim or judgment in excess of the applicable limit of insurance.

Item G.2.x.

POLICY NUMBER: PHPK1673821

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
City of Cedar Falls	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Item G.2.x.

POLICY NUMBER: PHPK1673821

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
City of Cedar Falls	

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

INTEROFFICE MEMORANDUM
Administration Division

TO: Mayor Brown & City Council
FROM: Stephanie Houk Sheetz, Director of Community Development
DATE: June 13, 2018
SUBJECT: REAP Grant Application: Clay Street Park Water Quality Improvement Project

City CIP #60 relates to a drainage improvement from the Clay Street Park to Washington Street, budgeting \$150,000 for a project. Staff is seeking opportunities to enhance the project, by leveraging these planned improvements with additional best management practices that may be grant-eligible. In December 2017 the City requested, but did not obtain, an IDALS grant. The proposal included two bioretention cells and a permeable alley along Clay Street Park, estimated to cost \$192,100.

There is another grant that may be a fit for this project: REAP (Resource Enhancement and Protection). REAP's objective is to support the enhancement and protection of the state's natural and cultural resources. One of the areas REAP grants include is City Parks and Open Space.

Staff recommends that the City Council approve the attached Memorandum of Understanding with INRCOG to prepare a REAP application for the Clay Street Park Water Quality Improvement Project. A REAP grant could cover up to \$150,000 of eligible costs.

GRANT APPLICATION

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding (MOU) is between the City of Cedar Falls, hereinafter referred to as **City**, and the Iowa Northland Regional Council of Governments, hereinafter referred to as **INRCOG**.

WHEREAS, the City wishes to engage INRCOG's grant writing services for the following project:

Type of Grant: Resource Enhancement and Protection (REAP)

Project Description: Clay Street Park Water Quality Improvement Project

INRCOG will not charge the City in advance for grant preparation services; however, in the event that REAP funds are awarded for this project, INRCOG will submit a grant preparation invoice in the amount of one and one-half percent of the funds awarded (minimum \$1,000.00), to be paid by the City from local funds.

IN WITNESS WHEREOF, INRCOG and the City of Cedar Falls have executed this memorandum of understanding as of this ____ day of _____, 2018.

City of Cedar Falls, Iowa

BY: _____
Mayor

ATTEST: _____

Iowa Northland Regional Council of Governments

BY:  _____
Executive Director

ATTEST:  _____



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

INTEROFFICE MEMORANDUM
Administration Division

TO: Mayor Brown & City Council
FROM: Stephanie Houk Sheetz, Director of Community Development
DATE: June 13, 2018
SUBJECT: Arbors Third Addition – Final Occupancy Request

The Final Plat for Arbors Third Addition (Midwest Development Co.) was approved by City Council November 20, 2017. It included a contract for completion of the remaining public improvements with a cash escrow. This allows a developer to obtain building permits. This is a typical approach in the City and is allowed by our Subdivision Code.

This development has had a unique coordination issue, since access to the new elementary school is via Arbors Drive and Eric Road. Both roads were constructed with Arbors Third Addition. Midwest Development has coordinated closely with the school district to maintain access for construction of Aldrich Elementary. These special circumstances have impacted the timeline for Arbors Third Addition and therefore staff is requesting City Council consideration of final occupancy prior to formal acceptance of all public improvements in the Arbors Third Addition. This is permitted by the Subdivision Code, Section 24-54(e) and has been done in the past. The most recent example was Western Home Villas.

Staff has been working closely with the developer and monitoring progress of the improvements and homes under construction. Lot 25 (5404 Arbors Dr.) is ready now. It recently passed final inspection. Four more homes will be ready for final inspection by the end of July. A final inspection of the public infrastructure was completed last week and the City is working with Midwest Development to address items identified in that inspection. Final acceptance is anticipated following those corrections, which the developer is working on.

Attached is a map identifying the lots staff recommends approval of final occupancy permits subject to passing a final building inspection.

Item G.2.z.

Arbors Third Addition Map:

