



**AGENDA  
CITY OF CEDAR FALLS, IOWA  
CITY COUNCIL MEETING  
MONDAY, NOVEMBER 19, 2018  
7:00 PM AT CITY HALL**

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**Call to Order by the Mayor**

**Roll Call**

**Approval of Minutes**

1. Regular Meeting of November 5, 2018.

**Administration of Oath to Public Safety Officers**

**Agenda Revisions**

**Old Business**

2. Pass Ordinance #2934, amending Section 29-107 of the Code of Ordinances by removing property located at the north end of Lakeshore Drive from A-1, Agricultural District, and placing the same in R-1, Residence District, upon its third & final consideration.
3. Resolution approving the preliminary plat of Park Ridge Estates Subdivision. (*Contingent upon approval of Item 2.*)

**New Business**

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

4. Receive and file the following resignations:
  - (a) Joni Krejchi, Art & Culture Board.
  - (b) Steven Schofield, Visitors & Tourism Board.
5. Approve the following recommendations of the Mayor relative to the appointment of members to Boards and Commissions:
  - (a) Kendra Wohlert, Art & Culture Board, term ending 07/01/2021.
  - (b) Meridith Main, Historic Preservation Commission, term ending 03/31/2020.
6. Approve a request for street closures for Holiday Hoopla on November 23, 2018.
7. Approve the following applications for cigarette/tobacco/nicotine/vapor permits:
  - (a) Fareway Store, 4500 South Main Street.
  - (b) Five Corners Liquor & Wine, 809 East 18th Street.
8. Approve the following applications for beer permits and liquor licenses:
  - (a) Hansen's Dairy, 123 East 18th Street, Class C beer & Class B native wine - renewal.
  - (b) Famous Dave's, 6222 University Avenue, Class C liquor - renewal.
  - (c) Fareway Store, 4500 South Main Street, Class E liquor - new.
  - (d) Five Corners Liquor & Wine, 809 East 18th Street, Class E liquor - new.

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

- [9.](#) Resolution approving and adopting Summary Plan Descriptions for the City of Cedar Falls Employee Health Benefit Plan.
- [10.](#) Resolution approving and adopting Summary Plan Description for the City of Cedar Falls Employee Dental Plan.
- [11.](#) Resolution levying a final assessment for costs incurred by the City to mow the property located at 2208 Coventry Lane.
- [12.](#) Resolution levying a final assessment for costs incurred by the City to mow and clear vegetation on the property located at 2013 Maplewood Drive.
- [13.](#) Resolution levying a final assessment for costs incurred by the City to mow the property located at the northeast corner of Lincoln and Greeley Streets.
- [14.](#) Resolution approving and authorizing execution of an agreement with CivicPlus for the City's new custom mobile app.
- [15.](#) Resolution approving and authorizing execution of an Agreement for Development of a Strategic Plan for the Cedar Falls Tourism and Visitors Bureau with the University of Northern Iowa Institute of Decision Making.
- [16.](#) Resolution approving and authorizing execution of a Professional Service Agreement with Foth Infrastructure and Environment, LLC relative to the Ridgeway Avenue Reconstruction Project.
- [17.](#) Resolution approving and authorizing execution of five Owner Purchase Agreements and eight Tenant Purchase Agreements, and approving and accepting five Public Utility Easements and five Owner's Temporary Grading Easements, in conjunction with the West 1st Street Reconstruction Project.
- [18.](#) Resolution approving a Central Business District Overlay Zoning District site plan for renovations at 312 Main Street.
- [19.](#) Resolution approving a College Hill Neighborhood District Overlay Zoning District site plan for facade improvements at 917 West 23rd Street.
- [20.](#) Resolution approving and authorizing execution of an Offer to Buy Real Estate and Acceptance for 73.65 acres, more or less, of real estate owned by Artesian Earthworks, L.L.C. relative to expansion of the West Viking Road Industrial Park.
- [21.](#) Resolution approving a Business/Research (BR) Zoning District site plan for construction of an office building on Lot 21 of Cedar Falls Technology Park, Phase II.
- [22.](#) Resolution setting November 27, 2018 as the date of consultation and December 17, 2018 as the date of public hearing on a proposed Amendment No. 5 to the Downtown Development Area Urban Renewal Plan.
- [23.](#) Resolution setting November 27, 2018 as the date of consultation and December 17, 2018 as the date of public hearing on a proposed Amendment No. 5 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan.

## **Allow Bills and Payroll**

## **City Council Referrals**

## **City Council Updates**

**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.

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

**Adjournment**

**CITY HALL  
CEDAR FALLS, IOWA, NOVEMBER 5, 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.

- 52084 - It was moved by Kruse and seconded by Miller that the minutes of the Regular Meeting of October 15, 2018 be approved as presented and ordered of record. Motion carried unanimously.
- 52085 - It was moved by Blanford and seconded by Wieland that Ordinance #2932, granting a partial property tax exemption to Standard Distribution Co. for construction of a warehouse addition at 317 Savannah Park Drive, 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 #2932 duly passed and adopted.
- 52086 - It was moved by Darrah and seconded by Kruse that Ordinance #2933, amending Section 29-107 of the Code of Ordinances by removing property located in the southwest corner of Highway 58 and West Ridgeway Avenue from A-1, Agricultural District, and placing the same in HWY-1, Highway Commercial District, subject to certain conditions, 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 #2932 duly passed and adopted.
- 52087 - It was moved by Green and seconded by Kruse that Resolution #21,304, approving a Highway 20 Commercial Corridor Overlay Zoning District site plan for construction of a retail and convenience store to be located in the southwest corner of Highway 58 and West Ridgeway Avenue, subject to certain conditions, be adopted. Following questions by Councilmembers deBuhr and Darrah, and responses by City Engineer Resler and Community Services Manager Howard, 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 #21,304 duly passed and adopted.
- 52088 - It was moved by Miller and seconded by Blanford that action on a proposed ordinance amending Section 29-107 of the Code of Ordinances by removing property located at the north end of Lakeshore Drive from A-1, Agricultural District, and placing the same in R-1, Residence District, be deferred. Following a brief explanation by Community Development Director Sheetz, a question by Councilmember Green and comment by Chris Borglum, 3002 Alice Avenue, the motion to defer carried unanimously.
- 52089 - It was moved by Green and seconded by Kruse that the following items and

recommendations on the Consent Calendar be received, filed and approved:

Approve the recommendation of the Mayor relative to the temporary reappointment of Brian Arntson to the Planning & Zoning Commission, term ending 11/30/2018.

Receive and file the Committee of the Whole minutes of October 15, 2018 relative to the following items:

- (1) Community Main Street Presentation.
- (2) College Hill Partnership Presentation.
- (3) Bicycle & Pedestrian Advisory Committee Presentation.
- (4) Bills & Payroll.

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

- (1) Land Surveyor.
- (2) Maintenance Worker.
- (3) Planner II.

Receive and file Departmental Monthly Reports of September 2018.

Receive and file the Bi-Annual Report of Community Main Street relative to FY19 Self-Supported Municipal Improvement District (SSMID) Funds & an FY19 Economic Development Grant.

Receive and file the Bi-Annual Report of College Hill Partnership relative to FY19 Self-Supported Municipal Improvement District (SSMID) Funds and an FY19 Economic Development Grant.

Approve a request for a street closure on Viking Road on November 22, 2018.

Approve the following applications for beer permits and liquor licenses:

- (1) Casey's General Store, 5908 Nordic Drive, Class C beer & Class B wine - renewal.
- (2) Clarion Inn, 5826 University Avenue, Class B liquor - renewal.
- (3) Figaro Figaro, 419 Main Street, Class C Liquor & outdoor service - renewal.
- (4) Tony's La Pizzeria, 407 Main Street, Class C liquor & outdoor service - renewal.

Motion carried unanimously.

52090 - It was moved by Darrah and seconded by Kruse that the following resolutions be introduced and adopted:

Resolution #21,305, authorizing certification of eligible expenses for reimbursement from the Downtown, College Hill, Pinnacle Prairie and Unified Tax Increment Financing Revenues.

Resolution #21,306, approving and authorizing an inter-fund loan from the Tax Increment Financing (TIF) Bond Fund to the Tax Increment Financing (TIF) Fund relative to funding for the Prairie Parkway & Viking Road Signalization Project in the Pinnacle Prairie Urban Renewal Area.

Resolution #21,307, approving and authorizing an inter-fund loan from the Tax Increment Financing (TIF) Bond Fund to the Tax Increment Financing (TIF) Fund relative to funding for legal fees and incentive payments in the Downtown Urban Renewal Area.

Resolution #21,308, approving and authorizing an inter-fund loan from the Tax Increment Financing (TIF) Bond Fund to the Tax Increment Financing (TIF) Fund relative to funding for Highway 58 Corridor Improvements, Industrial Park Street Patching, and administrative and legal fees related to the Unified Urban Renewal Area.

Resolution #21,309, approving and authorizing an inter-fund loan from the General Fund to the Tax Increment Financing (TIF) Fund relative to funding for personnel costs to support the Unified Urban Renewal projects and planning in the Unified Urban Renewal Area.

Resolution #21,310, approving and authorizing an inter-fund loan from the Economic Development Fund to the Tax Increment Financing (TIF) Fund relative to funding for the purchase of land in the Unified Urban Renewal Area.

Resolution #21,311, approving and authorizing an inter-fund loan from the Street Improvement Fund to the Tax Increment Financing (TIF) Fund relative to funding for the University Avenue Reconstruction Project - Phase 3 in the Unified Urban Renewal Area.

Resolution #21,312, approving and authorizing submission of the City's FY18 Annual Urban Renewal Report.

Resolution #21,313, approving and authorizing execution of a replacement Quit Claim Deed conveying title to a portion of vacated alley located in Lincoln Park Addition to Michael and Jeanette Geisler.

Resolution #21,314, approving and authorizing execution of an FY19 Cooperative Agreement with the Iowa Civil Rights Commission.

Resolution #21,315, renaming Cedar Falls Recreation and Community Center to Recreation and Fitness Center.

Resolution #21,316, approving and accepting a Permanent Utility Easement, in conjunction with the University Avenue Reconstruction Project - Phase 2.

Resolution #21,317, approving and authorizing execution of twenty Owner Purchase Agreements and fifteen Tenant Purchase Agreements, and approving and accepting one Warranty Deed, nineteen Owner's Temporary Grading Easements and six Public Utility Easements, in conjunction with the West 1st Street Reconstruction Project.

Resolution #21,318, approving and authorizing execution of Supplemental Agreement No. 3 to the Standard Consultant Contract with IIW, P.C. for construction engineering services relative to the West 20th Street Bridge Replacement Project.

Resolution #21,319, approving the partial release of retainage funds to S.M. Hentges & Sons, Inc. for the Dry Run Creek Sanitary Sewer Improvements Project, Phase 2.

Resolution #21,320, approving the Certificate of Completion and accepting the work of Peterson Contractors, Inc. for the Greenhill Road Extension Project.

Resolution #21,321, approving and authorizing execution of a Storm Water Maintenance and Repair Agreement with Redeemer Church relative to a post-construction stormwater management plan for 815 Orchard Drive.

Resolution #21,322, approving and authorizing execution of a Storm Water Maintenance and Repair Agreement with FN Investors, LLC relative to a post-construction stormwater management plan for 3019 Venture Way.

Resolution #21,323, approving and authorizing execution of a Storm Water Maintenance and Repair Agreement with Cedar Brook Dental Group relative to a post-construction stormwater management plan for 9219 University Avenue.

Resolution #21,324, approving and authorizing execution of a Storm Water Maintenance and Repair Agreement with Ice Investments, LLC relative to a post-construction stormwater management plan for 3201 Venture Way.

Resolution #21,325, approving and authorizing execution of a Storm Water Maintenance and Repair Agreement with SCD Real Estate, LLC relative to a post-construction stormwater management plan for 1225 Rail Way.

Resolution #21,326, approving and authorizing execution of a Professional Service Agreement with AECOM Technical Services, Inc. for engineering services relative to the Downtown 100 Block Alley Reconstruction Project.

Resolution #21,327, approving and authorizing execution of Supplemental Agreement No. 1 to the Professional Service Agreement with Snyder & Associates, Inc. relative to the West 1st Street Reconstruction Project.

Resolution #21,328, approving the final plat of Autumn Ridge Eighth Addition.

Resolution #21,329, approving a Highway Corridor and Greenbelt (HCG) Overlay Zoning District site plan for signage on Lot 1 of East Viking Plaza.

Resolution #21,330, approving a Central Business District Overlay Zoning District site plan for façade improvements at 321 Main Street.

Resolution #21,331, approving and authorizing execution of an Offer to Buy Real Estate and Acceptance for 126.07 acres, more or less, of real estate owned by Lois Rieger, John Rieger, Rick Rieger, and Steven Rieger relative to expansion of the West Viking Road Industrial Park.

Resolution #21,332, approving and authorizing execution of a Preconstruction Agreement for Primary Road Project with the Iowa Department of Transportation relative to the West 1st Street Reconstruction Project.

Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Resolutions #21,305 through #21,332 duly passed and adopted.

- 52091 - It was moved by Miller and seconded by deBuhr that Resolution #21,333, approving and accepting completion of public improvements in Autumn Ridge Eighth Addition, be adopted. Following comments by Jenny Van Dorn, 4124 Thresher Court Unit 304, a question by Councilmember Kruse, and response by Civil Engineer I Schrage, 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 #21,333 duly passed and adopted.
- 52092 - It was moved by Blanford and seconded by Wieland that Resolution #21,334, approving and authorizing execution of an Oxbow Restoration Agreement with The Nature Conservancy relative to the Dry Run Creek Oxbow Restoration Project, be adopted. Following comments by Penny Popp, 4805 South Main Street, 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 #21,334 duly passed and adopted.
- 52093 - It was moved by Kruse and seconded by deBuhr 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.
- 52094 - It was moved by Wieland and seconded by Green to adjourn to 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. Upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried.
- 52095 - Mayor Brown read a statement in response to a request for a Public Forum to discuss the Public Safety Officer (PSO) program.

The following individuals presented general comments and concerns about the Public Safety Officer (PSO) program:

Jeffrey Schmidt, 2324 Grundy Road

Larry Herzog, 1604 Baltimore, Waterloo (Controller at Standard Distribution Company, 317 Savannah Park Road)

Ryan Howard, 1029 Amelia Drive #3

Richard Hinz, 1219 Western Avenue



The following individuals spoke in support of the Public Safety Officer (PSO) program:

Kent Larsen, 4928 Quesada Avenue  
Chris Harshbarger, formerly 3614 Beaver Ridge Circle (fire destroyed home)  
Mark G. Miller, 2929 Waterbury Drive

The following individuals spoke in opposition to the Public Safety Officer (PSO) program:

Kathleen Kerr, 3003 Winter Ridge Lane  
Jeremy Sulentic and son Joshua Sulentic, 1008 Rocklyn Street  
Kevin Krogh, 5051 Nordic Drive  
Tanya Geffert, 3701 Beaver Ridge Circle  
Andrea Southall, 9020 Beaver Meadows Lane  
Linda Hall, 3917 Beaver Ridge Circle  
Jenny Van Dorn, 4124 Thresher Court, Unit 304  
Art Lupkes, 3227 Midway Drive  
Sharon Regenold, 108 Lilliput Lane  
Dustin Ganfield, 726 Maucker Road  
Mike Tully, President/CEO Aerial Services, 6315 Chancellor Drive  
Sarah Langel, 1312 Windsor Drive  
Mark Woolbright, Vice President International Association of Firefighters representative, Washington, DC

Public Safety Services Director Olson responded to questions by Councilmembers Miller and Green and questions asked during public forum regarding the Public Safety Officer (PSO) program.

Councilmember Wieland spoke about cost savings ideas and research done prior to implementing the Public Safety Officer (PSO) program, and Mayor Brown read a final statement.

The City Council adjourned to Executive Session at 9:34 P.M.

Mayor Brown reconvened the Council Meeting at 10:01 P.M. and stated that Property Acquisition had been discussed but that no further action was required at this time.

52096 - It was moved by Green and seconded by Kruse that the meeting be adjourned at 10:02 P.M. Motion carried unanimously.

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Jacqueline Danielsen, MMC, City Clerk

ORDINANCE NO. 2934

AN ORDINANCE REPEALING SECTION 29-107, DISTRICT BOUNDARIES OF DIVISION I, GENERALLY OF ARTICLE III, DISTRICT AND DISTRICT REGULATIONS OF CHAPTER TWENTY-NINE (29) ZONING, OF THE CODE OF ORDINANCES, OF THE CITY OF CEDAR FALLS, IOWA, AND RE-ENACTING SAID SECTION 29-107 OF SAID ORDINANCE, AS AMENDED, SO AS TO APPLY TO AND INCLUDE THE CHANGE IN THE ZONING MAP OF THE CITY OF CEDAR FALLS, IOWA, AS PROVIDED BY THIS ORDINANCE

WHEREAS, the City Planning and Zoning Commission of the City of Cedar Falls, Iowa, has recommended to the City Council of the City of Cedar Falls, Iowa, that all that area described as follows shall be removed from the A-1 Agricultural Zoning District and placed in the R-1 Residence Zoning District, as follows:

THAT PART OF THE NORTHWEST QUARTER (NW 1/4), OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION THREE (3), TOWNSHIP EIGHTY-NINE NORTH (T89N), RANGE FOURTEEN WEST (R14W) OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF CEDAR FALLS, BLACK HAWK, COUNTY, IOWA, LYING NORTH OF LAKEWOOD HILLS, EXCEPT THE EAST SIX HUNDRED FIVE (605) FEET THEREOF.

Also

THAT PART OF THE NORTHEAST QUARTER (NE 1/4), OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION THREE (3), TOWNSHIP EIGHTY-NINE NORTH (T89N), RANGE FOURTEEN WEST (R14W) OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF CEDAR FALLS, BLACK HAWK, COUNTY, IOWA, LYING NORTH OF LAKEWOOD HILLS, EXCEPT THE WEST ONE THOUSAND TWO HUNDRED FORTY-EIGHT (1,248) FEET THEREOF

And

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

WHEREAS, the said Section 29-107, District Boundaries of Division I, Generally, of Article III, Districts and District Regulations, of Chapter Twenty-nine (29), Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, provides that the zoning map of the City of Cedar Falls, Iowa, attached thereto, is incorporated into and made a part of said Ordinance;

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

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

Section 1. That the following described real estate:

THAT PART OF THE NORTHWEST QUARTER (NW 1/4), OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION THREE (3), TOWNSHIP EIGHTY-NINE NORTH (T89N), RANGE FOURTEEN WEST (R14W) OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF CEDAR FALLS, BLACK HAWK, COUNTY, IOWA, LYING NORTH OF LAKEWOOD HILLS, EXCEPT THE EAST SIX HUNDRED FIVE (605) FEET THEREOF.

Also

THAT PART OF THE NORTHEAST QUARTER (NE 1/4), OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION THREE (3), TOWNSHIP EIGHTY-NINE NORTH (T89N), RANGE FOURTEEN WEST (R14W) OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF CEDAR FALLS, BLACK HAWK, COUNTY, IOWA, LYING NORTH OF LAKEWOOD HILLS, EXCEPT THE WEST ONE THOUSAND TWO HUNDRED FORTY-EIGHT (1,248) FEET THEREOF

Be and the same is hereby removed from the A-1 Agricultural District and added to the R-1 Residence District.

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

Section 3. That said Section 29-107, District Boundaries of Division I, Generally, of Article III, Districts and District Regulations, of Chapter Twenty-nine (29), Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, be and the same is hereby repealed and hereby re-enacted in the identical language as the same now is, in order that the same shall apply to and include the change hereby made in the zoning map of the City of Cedar Falls, Iowa.

INTRODUCED: \_\_\_\_\_ October 1, 2018

PASSED 1<sup>ST</sup> CONSIDERATION: \_\_\_\_\_ October 1, 2018

PASSED 2<sup>ND</sup> CONSIDERATION: \_\_\_\_\_ October 15, 2018

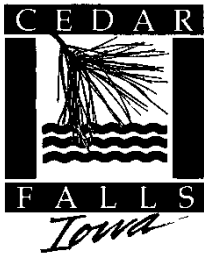
PASSED 3<sup>RD</sup> CONSIDERATION: \_\_\_\_\_

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

\_\_\_\_\_  
James P. Brown, Mayor

ATTEST:

\_\_\_\_\_  
Jacqueline Daniels, MMC, City Clerk



## DEPARTMENT OF COMMUNITY DEVELOPMENT

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

### MEMORANDUM

#### *Planning & Community Services Division*

**TO:** Mayor and Council  
**FROM:** David Sturch, Planner III  
Jon Resler, City Engineer  
**DATE:** November 15, 2018  
**SUBJECT:** Park Ridge Estates Preliminary Plat

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**REQUEST:** Request to approve the Park Ridge Estates Preliminary Plat  
**PETITIONER:** Larry Hill, Owner; Wingert Development, CGA, Inc., Engineer  
**LOCATION:** 20.8 acre parcel at the north end of Lakeshore Drive

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#### PROPOSAL

The petitioners are requesting approval of a preliminary plat that would create 6 residential lots on 20.8 acres of land. This subdivision includes the extension of Lake Shore Drive approximately 500 feet north of its current terminus. Lake Shore Drive will be dedicated as a public street.

#### BACKGROUND

This property has been zoned as agricultural since adoption of the Zoning Ordinance in 1970. The land is surrounded by R-1, Single Unit Residential zoning on the south and east sides. The current owner is interested in selling this land for future development. There is a current buyer with an offer to purchase the land contingent on the rezoning of the property to R-1, so it can be developed for residential uses. The application for rezoning is currently under review by the City Council. The preliminary plat is the next step in the development process. This staff report will summarize the proposed preliminary plat for this 20.8 acre parcel.

#### ZONING

The Planning and Zoning Commission recommended approval of the rezoning from A-1 to R-1 at the September 12, 2018 meeting. The City Council is considering the rezoning request and has deferred the final reading until preliminary plat is on the council agenda. The proposed subdivision will allow development of six single unit residential dwellings. The R-1 district requires a minimum lot area of 9,000 ft<sup>2</sup> with a minimum lot width of 75 feet. Minimum required building setbacks are 30 feet for front and side yards abutting a street, 30-foot rear yard setback and side yard building setbacks of not less than 10% of the lot width.

## ANALYSIS

The proposed plat includes six residential lots and six outlots on the 20.8 acre property. All lot areas and lot widths satisfy the R-1 district standards of 9,000 square feet and 75 feet, respectively. The following is a summary of the areas and widths for each lot.

Lot #	Lot Width (ft.)	Lot Area (sq.ft.)
1	159	32,428
2	145	31,383
3	75	95,743
4	75	79,274
5	110	63,081
6	385	90,505
Outlot A	385	38,535
Outlot B	180	72,588
Outlot C	159	17,871
Outlot D	163	27,615
Outlot E	401	156,103
Outlot F	401	120,463
Outlot 1	Detention	22,381
Outlot 3	Detention	20,852

The plat shows a 30-foot front yard setback. The rear yard setbacks will be 30 feet and the side yard setback will equal 10% of the lot width. These building setbacks conform to the R-1, residential zoning district standards.

The lots are intended to be developed with single unit detached dwellings. The lettered outlots (with the exception of Outlot A) identified on the plat encompass the sensitive land features including the floodplain district, wetlands, steep slopes and tree stands. Outlot A will be sold to the owner of Lot 14 in Lakewood Estates. The developer intends to convey the remaining lettered outlots to the owners of the abutting lots in the proposed subdivision. Outlot B will be held by the developer for another potential building lot if the floodplain maps are revised for this area in a manner that creates enough buildable space for a home in the future. The future use of the remaining outlots must be clearly defined as part of this platting process. A riparian easement will be established over the lettered outlots that encroach in the aforementioned sensitive areas. This is a perpetual easement for preservation purposes. The riparian easement will clearly define this area as a no disturbance buffer, the owners of these lots will not be permitted to make any temporary or permanent change in the character of the aforementioned sensitive features, no grading/fill, no structures or any other encroachment will not be permitted.

The Park Ridge Estates plat includes a cul-de-sac extension of Lakeshore Drive. The middle of the cul-de-sac is approximately 600 feet from the north curb line of Lilliput Lane. This will be a 31-foot wide street in a 60-foot public right of way. The cul-de-sac will have a 45-foot radius for 90 feet of pavement which is large enough for city vehicles and fire trucks to make the turnaround. All lots will have access onto Lakeshore Drive.

The International Fire Code allows up to 30 dwelling units in a residential development on a single access road or public street. Since the west half of Lakewood Hills and the Lakewood Estates subdivision already include 30 residential dwellings, a secondary access to this site is

needed. Due to the rugged topography of the site providing a second means of access would be difficult and costly and would involve disturbance of sensitive environmental areas. However, there is an exception to this rule. More than 30 residential dwellings may be approved with only a single means of access, if these dwellings are equipped with an approved automatic sprinkler system in accordance with the International Fire Code. The proposed homes in this subdivision will be constructed with a residential sprinkler system approved by the City of Cedar Falls Building Department. Given the limited number of dwellings proposed, the difficulty of providing a second means of access and the addition of sprinkler systems, staff finds that making an exception to the secondary access rule is reasonable.

The Deed of Dedication in association with the plat submittal is straightforward. The Deed language outlines the requirements for the developer and restricts the development of each lot in accordance with the R-1 residential standards found in the Zoning Ordinance. The development of this subdivision is limited to single unit dwellings. There is a provision in the Deed of Dedication for residential sprinkler systems to be installed in each dwelling and the installation of a 4-foot wide public sidewalk across the entire frontage of any lot at the time when a new house is under construction. This document needs to be amended to reflect the revised preliminary plat and include the riparian easement. The final Deed of Dedication will be submitted during the final plat of this subdivision.

## TECHNICAL COMMENTS

Utilities - City technical staff, including Cedar Falls Utilities (CFU) personnel, noted that the water, gas and communication services are available to the site at the north end of Lakeshore Drive. The developer is responsible for the construction of a properly sized water system from the 12" water main on north end of Lakeshore Drive to and throughout the proposed addition. Included in the installation are valves and water service stubs for the new lots. The preliminary plat shows two fire hydrants along Lakeshore Drive. The developer will be responsible for extending the utility services to the proposed development. The easements identified on the plat satisfy CFU requirements.

Stormwater Management – There has been considerable discussion about management of the stormwater. Neighboring properties owners to the south and east of the subject property have noted existing drainage problems in their subdivisions and problems with maintenance of the dam that impounds the stream and creates the lake that is part of the Lakewood Hills subdivision. The petitioner's proposed subdivision is located downstream of the existing subdivisions to the south and east, so drainage from the proposed subdivision will not flow into those areas or the lake. However, during a large rain event stormwater run-off from the existing subdivisions is currently flowing uncontrolled off the end of Lakeshore Drive, across the petitioner's property and down into the ravine near the toe of the dam that impounds the water that creates the lake. This uncontrolled run-off has created erosion in the stream bank near the outlet of the dam. In addition a storm sewer pipe extends from the intake near the end of Lakeshore Drive across petitioner's property and also outlets into the stream near the outlet of the dam. City staff and the developer have met with neighbors on a number of occasions to discuss options for designing the extension of Lakeshore Drive and the stormwater management facilities in the new subdivision in a way that might alleviate some of the existing problems. Correspondence from the neighbors and a response from the developer's engineer are attached to this report for your review. In addition, the City received correspondence from the Iowa DNR, who was asked by the neighboring property owners to assess the condition of the dam in the context of new development being proposed in the area.

The petitioner's engineer has submitted a storm water management plan to the City and it has been reviewed by the City Engineer. The City Engineer has determined that the plan meets the City's subdivision requirements and also finds that the design will improve the drainage pattern that has developed over the years on this undeveloped parcel of land. Following is a summary of the proposed stormwater management system for the new subdivision:

- Currently, the intersection of Lakeridge Drive and Lilliput is in a sump condition, which means that this intersection is at a low point and in a rain event water will collect and pond here until it drains into the street intakes to a 15" storm sewer. In a large event the ponding will eventually get to a point where it overtops the high point in the street just north of the intersection. Currently, the water is then flowing uncontrolled down the hillside across the petitioner's property to the stream at the bottom of the ravine downstream of the dam. With the new subdivision, the petitioner is proposing to grade the site so that the low point in the extended portion of Lakeshore Drive will be further to the north and water will flow to a new set of intakes at the north end of Outlot B. In addition, the existing storm sewer pipe that extends northeast down the hillside from the existing intakes at the end of Lakeshore Drive will be abandoned and a new storm sewer pipe will extend along Lakeshore Drive to connect with the intakes at the new low point in the roadway at the end of Outlot B. In a large event the water will pond at this new low point and flow into the detention basin in Outlot 2, which is designed to detain up to a 100-year rain event and release the water at a slower rate (the pre-development 2-year rate) into the stream at the bottom of the ravine. In a larger rain event the system is designed with an overland flow route from the new low spot through an overland drainageway that also empties into the detention basin in Outlot 2. This design will prevent the current uncontrolled overland flow of water from the existing subdivision through Outlot B that is currently eroding the land near the ravine and the dam spillway.
- A cut off ditch along the south border of the plat (west of Lakeshore Drive) will collect and divert any on-site runoff from Lot 6 to the street to be captured by the intakes at the new low point north of Outlot B.
- It should be noted that the western portion of the proposed plat will also drain to the new sump location at the north end of Outlot B and collect into the aforementioned intakes. The street and stormwater management system will be designed to direct a very large event into the planned stormwater basins. In such an event, approximately 1/3 of the water will be carried through an 18" storm sewer along the south side of Lot 1 to a new detention basin in Outlot 2; 1/3 of the water that is in the sump location in the street will be conveyed via an overflow channel located over the storm sewer to the basin in Outlot 2. This basin is designed to collect the storm water from the street and from Lots 1-3. The remaining 1/3 of the water in a 100-year event will overtop the sump location in the street and travel to the north into another detention basin in Outlot 1 located at the end of the cul-de-sac. Water from the detention basin in Outlot 1 will be released into the stream corridor at the north end of the subdivision.
- Each detention basin is designed to collect the 100 year event with a 2 year pre-development release rate. These detention basins will be maintained by the property owners of this subdivision. The storm water basins will provide a better way to collect and release the storm water than the existing uncontrolled flow. Therefore, the entire site will have a net discharge rate in compliance with the Cedar Falls stormwater detention

requirements. The subdivision must be designed so that it is clear who is responsible for long term maintenance of the stormwater facilities with adequate access to the basins.

Sanitary Sewer - The sanitary sewer will be extended to the north end of Lakeshore Drive to service each lot. Typically, the sanitary sewer must be extended to the limits of the plat, per the City's subdivision ordinance in order to accommodate the future growth in the northwest portion of Cedar Falls. The developer's engineer provided a preliminary sanitary sewer study to identify a future location of the sewer extension to the limits of the plat. It was determined that due to the steep slopes, floodplain and soil conditions, a sanitary sewer is not feasible through the north end of the Lakeshore Drive extension or along the easterly property line. Therefore, the proposed development of this property will utilize the existing lift station at the southeast corner of the property. The plan is to extend a future sanitary sewer to a new lift station in Ulrich Park, north of the proposed subdivision. This sewer line will continue through the north edge of this plat to service future growth in western Cedar Falls at some point in the future. A sanitary sewer easement will be established along the north side of the plat to allow for the future extension of the sanitary sewer.

The City's Subdivision Ordinance outlines the requirements pertaining to Subdivision Plats. A Preliminary Subdivision Plat represents a "conceptual development plan" which the City must review and evaluate to insure compliance with all City regulations. Issues related to zoning regulations, utility easement provision, street locations and alignments and other factors are all subject to review and approval by City staff and the Planning and Zoning Commission and the City Council. Following Preliminary Plat approval by the City Council, the developer is free to begin installing the necessary public improvements (i.e. streets, sewers, waterlines, etc.) as indicated on the plat.

A Final Subdivision Plat formalizes the Preliminary Plat and authorizes the developer to begin selling lots and to begin building on the newly created lots. Normally a Final Subdivision Plat cannot be approved until all of the required public improvements have been installed and completed to the satisfaction of the City Engineer. A Final Plat can be "expedited" prior to full completion and acceptance of public improvements provided that the developer posts a cash bond or escrow agreement with the City Engineering Division which serves as a financial guarantee that all the improvements will be installed in a timely fashion.

## SUMMARY

This preliminary plat was introduced at the September 12, 2018 Planning and Zoning Commission meeting. Staff provided some introductory comments and wanted to seek input from the Commission and nearby residents. Concerns about the storm water runoff and the adjacent Lakewood Hills dam were presented by the neighbors. On September 17<sup>th</sup>, city staff met with several of the Lakewood Hills neighbors on site to review and discuss the proposed plat and condition of the dam. A representative from the Iowa DNR was present and conducted a dam inspection (see attached correspondence from the Iowa DNR).

Since this meeting, the developer's engineer redesigned the storm water drainage and detention for this subdivision. This design as described above routes the stormwater from the Lakeshore Drive and Lilliput intersection to the north into new storm sewers and detention basins. The existing storm sewer outlet, approximately 40 feet north of the dam spillway, will be abandoned and relocated 150 feet north of said spillway. Another concern addressed by the neighbors was the overland and uncontrolled runoff across the north side of 1009 Lakeshore Drive. This runoff creates an erosion problem into the east ravine that could interfere with the dam spillway. The



proposed drainage plan will eliminate and redirect this overland runoff to a new detention basin that is 120 feet north of the spillway.

The lots are located outside of the designated 100-year floodplain. Outlots B, C, D, E and F encompass the 100-year floodplain. Notice on the November 14 Planning and Zoning Commission meeting was sent to the adjacent property owners on November 8, 2018.

Attached to this staff report are the plat documents, photos of the dam spillway/erosion, neighborhood petition, email correspondence, and Lakewood Hills dam report from the Iowa DNR.

### STAFF RECOMMENDATION

The Community Development Department recommends approval of the Park Ridge Estates Preliminary Plat, subject to the following comments:

1. Any comments or direction specified by the Planning & Zoning Commission.
2. Amend the Deed of Dedication and include the riparian easement.
3. Conform to all city staff recommendations and technical requirements.

### PLANNING & ZONING COMMISSION

Introduction 9/12/2018 Acting Chair Holst introduced the item and Mr. Sturch provided background information. He outlined the plat details for the development of six residential lots and the sensitive areas of the floodplain, tree stands, steep slopes and meandering streams from the west and south to the Cedar River. He noted that the developer intends to maintain these sensitive areas in their natural state and that the storm water plan is being reviewed by the developer's engineer. Staff would like to discuss the plat at this time and gather any comments for continued discussion at the next Planning and Zoning meeting.

Mr. Adam Daters, Clapsaddle Garber Associates provided some comments on the proposed plat. Mr. Holst asked if there any consideration of a future extension of Lakeshore Drive. The commission had some concerns about the storm water run-off from this site into the ravine. Mr. Arntson asked about the elevation and drainage, and where the water will go. Mr. Daters provided answers to each inquiry.

There were several nearby residents in the audience to comment on this preliminary plat.

Tamie Stahl, 1009 Lakeshore Drive, noted concerns with storm water management and showed the debris that come through the pond whenever there is a greater amount of water flow. She also passed out pictures of the issues in the area when it rains.

Lisa Sage, owner of the lot on corner of Lakeshore and Lilliput, asked for clarification about runoff from the south. Mr. Daters explained that they will be trying to push the water drainage further to the north.

Ms. Saul recommended that staff walk the property to get a better view as opposed to just looking at a map. Mr. Leeper encouraged the developer to look

for ways to ways to improve the drainage in the area. Mr. Arntson asked for clarification of the drainage of Lot 6 to ensure its draining properly.

These comments will be addressed on the plat and presented at a future Planning and Zoning Commission meeting.

Vote  
11-14-18

Chair Oberle introduced this item and Mr. Sturch provided background information. This preliminary plat was introduced to the Planning and Zoning Commission on September 12, 2018. Since then, the developer and his engineer worked with the adjacent property owners to address their concerns about the stormwater runoff and detention. The plat has been redesigned and Mr. Sturch summarized the changes to the stormwater routing, detention and other plat details. Staff recommends approval of this preliminary plat and forward it to the City Council.

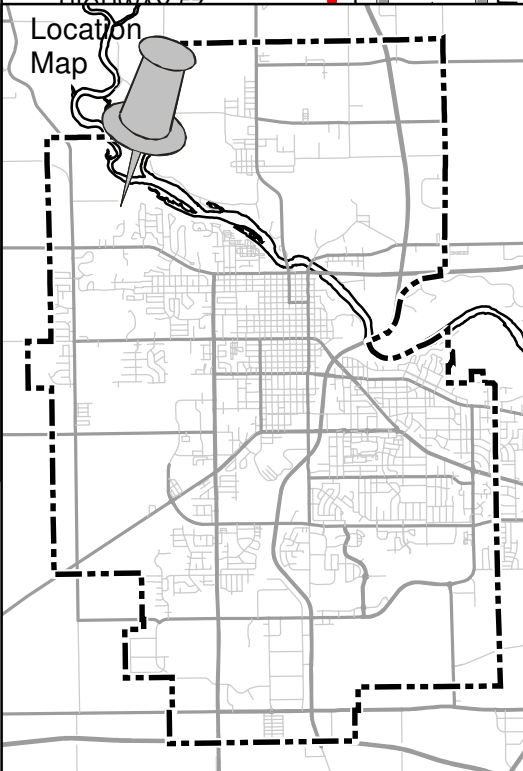
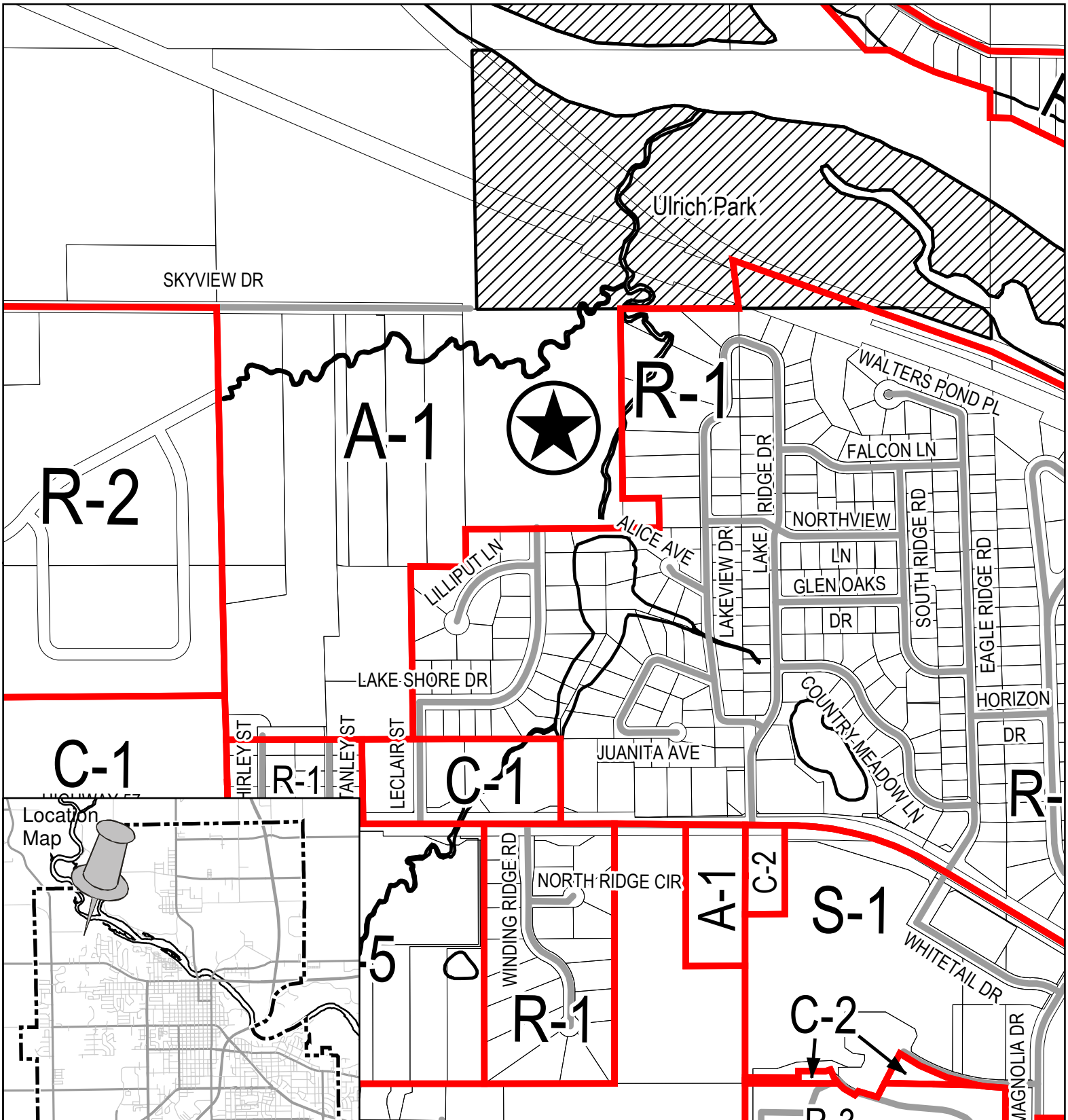
The developer's engineer, Adam Daters, summarized the changes to the plat and told the Commission that it was a positive experience working with the neighbors on their concerns.

Mr. Jim Hancock, 821 Lakeshore Drive complimented the design of the plat and the stormwater management plan. He requested that the City look into the inadequate design of the Lakeshore Drive and Lilliput Drive intersection to see if larger storm sewers can be added to allow more flow in this area.

Mrs. Tami Stahl, 1009 Lakeshore Drive appreciates the time that the developer and his engineer spent on this project by listening to the neighbors' concerns. She apologized to Mr. Wingert from her previous comments at the City Council meeting.

Mr. Leeper appreciated everyone working together to resolve these neighborhood concerns. Mr. Holst was also glad to see that the proposed storm water management plan will work for this subdivision and the neighbors.

There were no other comments and the Commission made a recommendation to the City Council to approve the Park Ridge Estates Preliminary Plat. The vote was 6 ayes, 0 nays and 1 abstention (Wingert).



Park Ridge Estates Preliminary Plat

November 2, 2018

To: City of Cedar Falls City Council  
City of Cedar Falls Planning & Zoning Commission  
Signatories of Lakeshore Hills LOA Letter of 9/22/18



From: Adam Daters, PE – Clapsaddle-Garber Associates (CGA)

Re: Lakewood Hills LOA Concerns and Proposed Remedies

Clapsaddle-Garber Associates (CGA) has worked with the developer, Brian Wingert, to develop a subdivision that meets the City's subdivision ordinances and addresses the concerns addressed in the Lakewood Hills LOA Letter dated 9/22/18.

We feel it is appropriate to address the items specifically, as presented in the letter, in order to ensure we have responded fully and completely. The concerns and remedies presented by the Lakewood Hills LOA have been paraphrased for brevity, the full concern and remedies can be found in the original letter.

### **Concern 1: Inadequacy of Storm Sewer**

Response to Concern 1: The intakes at Lakeshore Dr and Lilliput Ln are located in a sump at the intersection. Runoff will pond in this location until it either drains into the intakes, or overtops the high point, located just north of the intersection. During large rain events it is apparent that these intakes cannot handle the amount of runoff, and therefore, runoff ponds then overflows to the north in the general direction of the toe of the dam. While storm sewer is generally not designed to convey large rain events, we agree that the current route of the overland flow is not ideal. The large quantity of runoff over time is detrimental to the dam if not properly stabilized against this runoff.

### **Concern 2: Maintenance Easement for Dam**

Response to Concern 2: We agree that it is in the interest of the Lakewood Hills LOA to have a recorded easement to their benefit to access the dam structure.

### **Concern 3: Increase in Flow to Existing Storm Drains at Lakeshore and Lilliput**

Response to Concern 3: The property Mr. Wingert would like to develop is downstream of these intakes. Based on the topography it is unlikely that any runoff from the property in question is making its way to these intakes. Additionally, Mr. Wingert has agreed to install a cutoff ditch along the south side of the property to ensure runoff will be diverted downstream of these intakes.

### **Remedy 1: Discontinuing Use of Existing Storm**

Remedy 1 Response: The developer has agreed to discontinue use of this storm, and re-route through a proposed storm network within the new development.

### **Remedy 2: New Storm Discharge**

Remedy 2 Response: The developer has agreed to re-route this storm, direct it to a new detention pond which will outlet 250' north of the existing outlet.

### **Remedy 3: Reroute Overland Flow**

Remedy 3 Response: The developer has agreed to push the overland flow route further to the north, and route it through a detention pond. This will assist in decreasing the off-site runoff and allow us to control the discharge velocity. The detention will comply with the City's subdivision ordinance, and by oversizing the detention pond, we are able to accommodate some of the off-site runoff and reduce the off-site runoff through the proposed subdivision. The overland flow will discharge approximately 200' north of the existing overland flow discharge location.

### **Remedy 4: Recorded Easement**

Remedy 4 Response: The developer is planning to grant an easement for the dam at no cost to the Lakewood Hills LOA.

### **Remedy 5: Storm Water Report**

Remedy 5 Response: CGA has provided a copy of the Storm Water Report to the City of Cedar Falls and the Lakewood Hills LOA for their review.

### **Remedy 6: Rip-Rap Installation and Tree Removal**

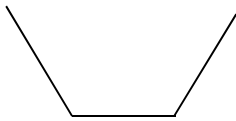
Remedy 6 Response: The developer has shown a willingness to help the Lakewood Hills LOA who are representing the dam's interest. The developer has agreed to routing the runoff further north away from the dam, remove the existing culvert discharging near the toe of the dam and grant an easement at no cost. The developer is actively discussing the tree removal and rip-rap installation with representatives of the Lakewood Hills LOA and is open to additional discussions that may be of benefit to both parties, but cannot commit to all requests in item 6 at this time until scope and final costs are available.

### **City of Cedar Falls Comment #1: Pipe and Intake Size and How They Will Handle Storm Run-Off**

Comment #1 Response: The proposed storm sewer system that leads to the east detention pond will consist of an 18" RCP (connecting to the existing 18" RCP) along with two 24" RCP's that lead directly to the east detention pond. Two intakes will be placed at a designed sump location to carry the storm run-off to the east detention pond and they will be SW-509 (8' open throat intakes) that can handle roughly 1/3 of the runoff in the 100-Year Rain Event. An overflow swale will be implemented to carry 1/3 of the runoff in the 100-Year Rain Event directly to the east detention pond. The last 1/3 of the water heading to the designed sump location will overflow (in the street) to the north detention pond. On the north side of the project, in the cul-de-sac, the design implements another SW-509 with a 24" RCP releasing directly into the north detention pond. The SW-509 will capture roughly 3/4 of the run-off in the 100-Year Rain Event with 1/4 of the runoff overflowing directly into the detention pond.

### **City of Cedar Falls Comment #2: Overland Flow Routes and Characteristics**

Comment #2 Response: The overflow channel heading to the east will consist of a total length from top to top of 30'. The swale will be 3' deep at typical sections will 3:1 side slopes and a bottom width of 10'. In the 100-Year Rain Event, the swale will be carrying roughly 0.5' at 5 ft/s. The design will encompass rock check dams to slow the water down and limit the erosion that the storm run-off will generate.



The overflow channel heading to the north detention pond will be a gentle depression in the grading and not have a defined channel as the overflow to the east. The amount of water in the 100-Year Rain Event is of minimal concern due to the low flow rates bypassing the intake in the cul-de-sac.

### **City of Cedar Falls Comment #3: Moving the Street Ponding to the North**

Comment #3 Response: The current design is to divert roughly 1/3 of the total runoff from the east detention pond to the north detention pond. This is accomplished by lowering the centerline elevation of the high point in the road to allow for less ponding in the designed sump location for the east detention pond. The information regarding the characteristics of the north ponding location can be seen in the response to Comment #1.

Please contact me at 641-752-6701, or [adaters@cgaconsultants.com](mailto:adaters@cgaconsultants.com) if you have any questions. We hope this response addressed your concerns, and look forward to additional discussion.

Sincerely,

CLAPSADDLE-GARBER ASSOCIATES, INC.



Adam C. Daters, PE  
Project Manager

Enclosure

# PRELIMINARY PLAT PARK RIDGE ESTATES SUBDIVISION CEDAR FALLS, IOWA

## LEGEND

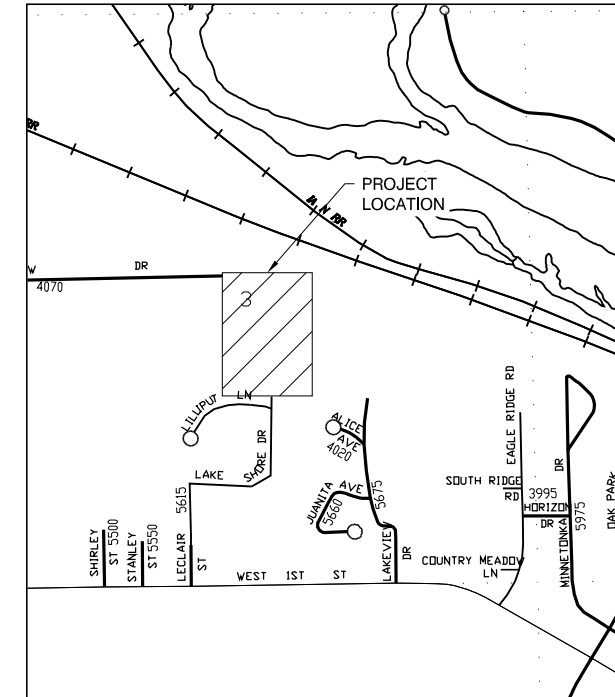
EXISTING	PROPOSED	
		EVERGREEN TREE
		DECIDUOUS TREE
		SHRUBS (BUSHES)
		TREE LINE
		SIGN (TYPE AS NOTED)
		FENCE
		SILT FENCE
		CONTOUR LINE
		WATERLINE
		WATER VALVE
		FIRE HYDRANT
		SANITARY SEWER LINE
		STORM SEWER LINE
		MANHOLE
		CLEANOUT
		INTAKE
		BEEHIVE INTAKE
		GAS LINE
		GAS VALVE
		OVERHEAD ELECTRICAL LINE
		BURIED ELECTRICAL LINE
		POWER POLE
		STREET LIGHT
		ELECTRICAL BOX/TRANSFORMER
		TELEPHONE LINE
		TELEPHONE PEDESTAL

## LEGAL DESCRIPTION

THAT PART OF THE NORTHWEST QUARTER (NW 1/4), OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION THREE (3), TOWNSHIP EIGHTY-NINE NORTH (T89N), RANGE FOURTEEN WEST (R14W) OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF CEDAR FALLS, BLACK HAWK, COUNTY, IOWA, LYING NORTH OF LAKEWOOD HILLS, EXCEPT THE EAST SIX HUNDRED FIVE (605) FEET THEREOF.

## ALSO

THAT PART OF THE NORTHEAST QUARTER (NE 1/4), OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION THREE (3), TOWNSHIP EIGHTY-NINE NORTH (T89N), RANGE FOURTEEN WEST (R14W) OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF CEDAR FALLS, BLACK HAWK, COUNTY, IOWA, LYING NORTH OF LAKEWOOD HILLS, EXCEPT THE WEST ONE THOUSAND TWO HUNDRED FORTY-EIGHT (1,248) FEET THEREOF.



**VICINITY MAP**  
NOT TO SCALE

## OUTLOT USES:

- OUTLOT A: TO BE USED FOR EXPANSION OF A YARD FOR DEAN AND ROBYN ANDERSON AND SUBSEQUENT OWNERS. OUTLOT "A" WILL BE A PART OF AN UNPLATTED CEDAR FALLS NE SW LOT WITH THE ADDRESS BEING 3316 SKYVIEW DR, CEDAR FALLS, IA 50613.
- OUTLOT B: RESERVED FOR FURTHER DEVELOPMENT PENDING FLOOD MAP REVISIONS.
- OUTLOT C: TO BE CONVEYED TO THE OWNER OF LOT 1.
- OUTLOT D: TO BE CONVEYED TO THE OWNER OF LOT 2.
- OUTLOT E: TO BE CONVEYED TO THE OWNER OF LOT 3.
- OUTLOT F: TO BE CONVEYED TO THE OWNER OF LOT 4.

## SURVEYOR AND ENGINEER

JEREMY A. HARRIS, P.L.S.  
ADAM DATERS, P.E.  
CLAPSADDLE-GARBER ASSOCIATES  
P.O. BOX 754 - 16 E. MAIN STREET  
MARSHALLTOWN, IOWA 50158  
(641)752-6701

## ZONING INFORMATION:

CURRENT: R1 (RESIDENTIAL)

## SURVEY REQUESTED BY:

BRIAN WINGERT  
2021 MAIN ST., SUITE A  
CEDAR FALLS, IOWA 50613

## CLOSURE:

- ALL SUBDIVISION BOUNDARIES ARE WITHIN THE 1:10,000 ERROR OF CLOSURE REQUIREMENT
- ALL LOTS ARE WITHIN THE 1:5000 ERROR OF CLOSURE REQUIREMENT.

## NOTE:

ALL BEARINGS ARE THE RESULT OF G.P.S. OBSERVATIONS USING NAD83 IOWA STATE PLAN NORTH ZONE

## OWNERS OF RECORD

LARRY HILL  
511 OAK PARK BLVD.  
CEDAR FALLS, IOWA 50613

## FLOOD ZONE

(ZONE A & AE)  
PANEL # 1903C0161F  
EFFECTIVE DATE: JULY 18, 2011

## SETBACK DATA

LOT NO	SIDE	REAR
LOT 1	15.9'	30'
LOT 2	14.8	30'
LOT 3	7.5	30'
LOT 4	7.5	30'
LOT 5	11.0	30'
LOT 6	20.0	30'

## SURVEY LEGEND

- ▲ GOVERNMENT CORNER MONUMENT FOUND
- △ GOVERNMENT CORNER MONUMENT SET  
1/2" x 30" REBAR w/BLUE PLASTIC ID CAP #22259
- PARCEL OR LOT CORNER MONUMENT FOUND  
1/2" x 30" REBAR w/BLUE PLASTIC ID CAP #22259
- SET 1/2" x 30" REBAR w/BLUE PLASTIC ID CAP #22259
- ( ) RECORDED AS

DATE PREPARED: JULY 3, 2018

NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE

**CGA** Clapsaddle-Garber Associates, Inc.  
16 East Main Street  
Marshalltown, Iowa 50158  
Ph 641-752-6701  
www.cgaconsultants.com

DESIGNED: - DATE: -  
DRAWN: BMC DATE: 04-18-2018  
CHECKED: ACD DATE: 04-18-2018  
APPROVED: - DATE: -

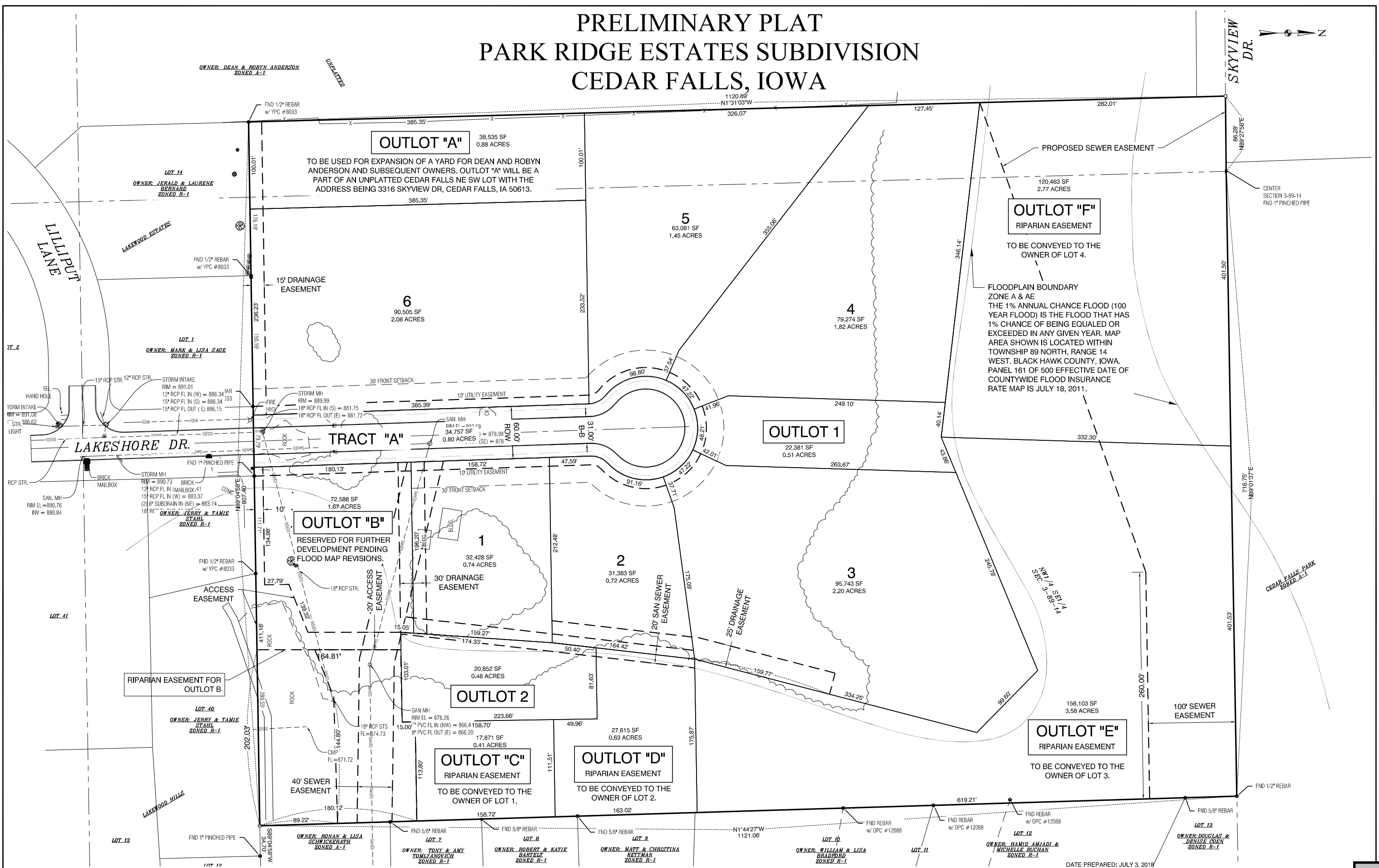
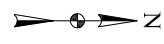
## PARK RIDGE ESTATES SUBDIVISION CEDAR FALLS, IOWA

## PRELIMINARY PLAT

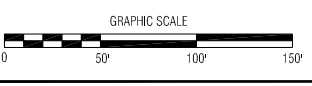
J:\5694\dwg\Survey\Preliminary Plat\5694-Preliminary Plat Sheet 1 and 2 of 3.dwg - Prel Plat Sheet 1 - 11-14-18 - 10:37am - MS314



# PRELIMINARY PLAT PARK RIDGE ESTATES SUBDIVISION CEDAR FALLS, IOWA



S:\5694\dwg\Survey\Preliminary Plat\5694-Preliminary Plat Sheet 2 - 11-14-18 - 10:38am - MMS314



NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE

**CGA**  
Clapsaddle-Garber Associates, Inc.  
16 East Main Street  
Marshalltown, Iowa 50158  
Ph 641-752-6701  
www.cgaconsultants.com

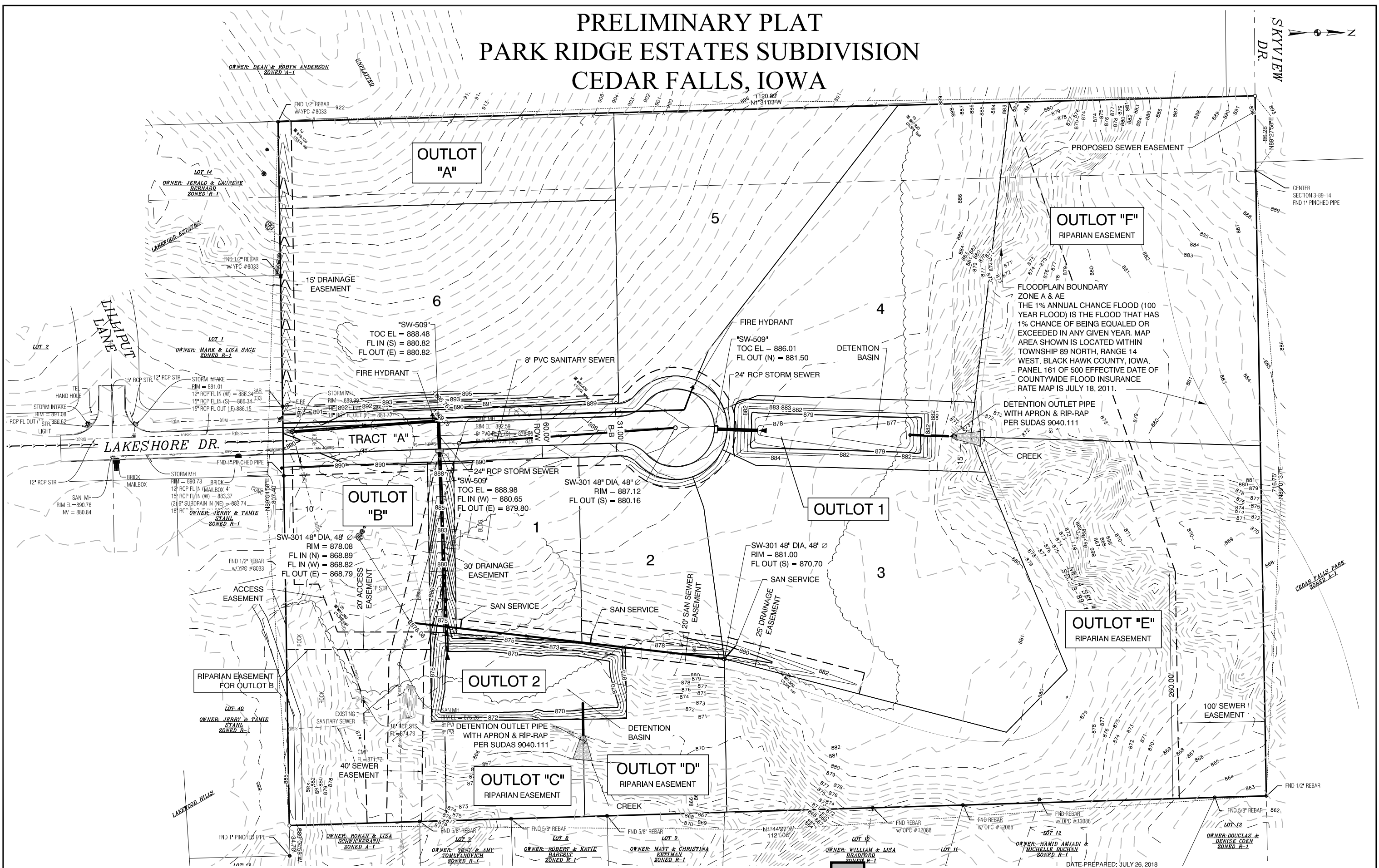
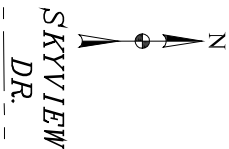
DESIGNED: - DATE: -  
DRAWN: BMC/RWA DATE: 7-26-2018  
CHECKED: ACD DATE: 7-26-2018  
APPROVED: - DATE: -

## PARK RIDGE ESTATES SUBDIVISION CEDAR FALLS, IOWA

DATE PREPARED: JULY 3, 2018

## PRELIMINARY PLAT

# PRELIMINARY PLAT PARK RIDGE ESTATES SUBDIVISION CEDAR FALLS, IOWA



FLOODPLAIN BOUNDARY  
ZONE A & AE  
THE 1% ANNUAL CHANCE FLOOD (100 YEAR FLOOD) IS THE FLOOD THAT HAS 1% CHANCE OF BEING EQUALED OR EXCEEDED IN ANY GIVEN YEAR. MAP AREA SHOWN IS LOCATED WITHIN TOWNSHIP 89 NORTH, RANGE 14 WEST, BLACK HAWK COUNTY, IOWA. PANEL 161 OF 500 EFFECTIVE DATE OF COUNTYWIDE FLOOD INSURANCE RATE MAP IS JULY 18, 2011.

DETENTION OUTLET PIPE WITH APRON & RIP-RAP PER SUDAS 9040.111

NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE

**CGA** Clapsaddle-Garber Associates, Inc.  
116 East Main Street  
Marshalltown, Iowa 50158  
Ph 641-753-6701  
www.cgaconsultants.com

DESIGNED: - DATE: -  
DRAWN: BMC/RWA DATE: 7-26-2018  
CHECKED: ACD DATE: 7-26-2018  
APPROVED: - DATE: -

**PARK RIDGE ESTATES SUBDIVISION**  
CEDAR FALLS, IOWA

**PRELIMINARY PLAT**

PROJECT NO. 5694  
SHEET NO. 3 OF 3

J:\5694\dwg\Survey\Preliminary\Plat\5694-Preliminary Plat Sheet 3 of 3.dwg - Per Plat Sheet 3 - 11-08-18 - 8:11am - SJC25



DATE PREPARED: JULY 26, 2018

DEED OF DEDICATION  
OF  
PARK RIDGE ESTATES SUBDIVISION  
CEDAR FALLS,  
IOWA

KNOW ALL MEN BY THESE PRESENTS:

That BJW Holdings, LLC, an Iowa limited liability company, with its principal office in Cedar Falls, Iowa; being desirous of setting out and platting into lots and streets the land described in the attached Certificate of Survey by \_\_\_\_\_, a Professional Engineer and Licensed Land Surveyor, dated \_\_\_\_ day of \_\_\_\_\_, 2018, does by these presents designate and set apart the aforesaid premises as a subdivision of the City of Cedar Falls, Iowa the same to be known as:

PARK RIDGE ESTATES SUBDIVISION  
CEDAR FALLS, IOWA

all of which is with the free consent and the desire of the undersigned and the undersigned do hereby designate and set apart for public use the street(s) as shown upon the attached plat.

EASEMENTS

The undersigned do hereby grant and convey to the City of Cedar Falls, Iowa, its successors and assigns, and to any private corporation, firm or person furnishing utilities for the transmission and/or distribution of water, sanitary sewer, gas, electricity, communication service or cable television, perpetual easements for the erection, laying building and maintenance of said services over, across, on and/or under the property as shown on the attached plat.

RESTRICTIONS

Be it also known that the undersigned do hereby covenant and agree for themselves and their successors and assigns that each and all of the residential lots in said subdivision be and the same are hereby made subject to the following restrictions upon their use and occupancy as fully and effectively to all intents and purposes as if the same were contained and set forth in each deed of conveyance or mortgage that the undersigned or their successors in interest may hereinafter make for any of said lots and that such restrictions shall run with the land and with each individual lot thereof for the length of time and in all particulars hereinafter stated, to-wit:

1. Any dwelling that shall be erected on any lot shall have a minimum setback from the front of the lot line as indicated on attached Final Plat. The minimum set back from each side lot line is 10% of the lot width measured along the front of the lot or seven (7) feet whichever is greater. All minimum setbacks will be required to meet or exceed R-1 Zoning.

2. No single family dwelling shall be constructed, permitted or occupied on any lot herein having a square footage floor space, designed, intended, and constructed for living quarters, which space shall not include cellars, attics, garages, breezeways, porches, stoops, and other such non-living areas, of less than the following requirements:

A. 2,000 square feet for the main base of a single story, split-level or split-foyer houses.

B. 1,300 square feet on the first floor for story and one-half houses, or two story houses. With a total for all floors not less than 2,600 square feet excluding the basement level.

3. Each single family residence shall have a minimum of a three stall garage with a minimum of 850 square feet.

4. The owner(s) of each lot, vacant or improved, shall keep his/hers lot or lots free of weeds and debris.

5. No obnoxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

6. All approaches and driveways in said subdivision shall be paved with concrete.

7. No old or used buildings shall be moved upon any of the lots in said subdivision for any purpose. Any auxiliary buildings or sheds must be built of the same or similar materials of the residential structure on the lot and have the same roof pitch and design as said residential structure.

8. No radio station or short-wave operators of any kind shall operate from any lot which shall cause interference with audio or visual reception upon any other lot. No exterior radio antenna shall be erected or maintained in or on the property. No satellite TV antenna or "Dish" may be maintained, constructed or erected on any lot unless it is constructed in the rear yard and at least twenty feet from any property line and is shielded from the public view by shrubbery and landscaping. No dish larger than 24" will be allowed.

9. No dwelling on any lot of said subdivision shall be occupied until the exterior is completed and finished and the interior substantially completed and finished.

10. No bus, semi-tractor, RV, fifth-wheel camper, trailer or truck of any kind except what is commonly described as a "pick-up truck" shall be kept or parked on any lot or street in said subdivision for a period not to exceed twenty-four hours, after which said vehicle can not return to said subdivision for a period of five days, provided, however, that this prohibition shall not

apply to such vehicles driven in said subdivision in pursuit of and in conducting their usual business.

11. All buildings erected on any lot in said subdivision shall be constructed in accordance with the Building, Plumbing, and Electrical Codes of the City of Cedar Falls, Iowa.

12. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that two dogs or cats maximum, or other household pets are allowed and then only if they are not kept, bred or maintained for any commercial purposes, such animals shall be kept under control so as not to constitute a public nuisance and must be kept in compliance with applicable zoning laws and regulations of the City of Cedar Falls, Black Hawk County, Iowa. Dog runs or dog kennels of any kind are prohibited.

13. No fencing shall be allowed on any Lot.

14. Each house must be constructed with a residential sprinkler system approved by the City of Cedar Falls Building Department.

15. Tract A to be deeded to the City of Cedar Falls, for street purposes.

16. Outlot A shall be used for expansion of a yard in adjoining Lakewood Estates. Outlot A must be conveyed to the owner of adjoining Lot 14, Lakewood Estates, Cedar Falls, Black Hawk County, Iowa.

17. Outlots B, C, D, E and F are located in a flood plain and shall follow all federal, state, and local ordinances regarding the same. Outlot C must be conveyed to the owner of Lot 1. Outlot D must be conveyed to the owner of Lot 2. Outlot E must be conveyed to the owner of Lot 3. Outlot F must be conveyed to the owner of Lot 4

18. A four foot wide P.C.C. sidewalk four inches thick will be installed by the owner of said lot during or immediately after the construction of the residence on any particular lot, or within five years after the date the plat is filed in the office of the recorder of Black Hawk County, whichever is sooner and that the sidewalk be across the full width of the lot and on corner lots also. In the event that the City is required to construct the sidewalk, a lien or liens may only be imposed against the lot or lots which require city construction and no others in the subdivision.

19. No building or structure shall be erected, placed or altered on any lot in this subdivision until the building plans, and plot plan, showing all buildings, patios, and pools, and showing the location thereof, and side yard distances, rear yard distances, front yard distances, driveways, and walkways, and type of construction have been approved in writing as to conformity and harmony of the external design and quality workmanship and materials with existing structures in the subdivision by a representative of BJW Holdings, LLC.

20. Factory-built housing or modular homes will not be allowed. Panelized homes may be allowed, but must meet the requirements of BJW Holdings, LLC, as stated in the previous restriction.

21. The Owner and/or occupant of each Lot shall jointly and severally be responsible to keep in good order or to maintain the area between the curblineline and the property line abutting their property including keeping said area free of holes, pitfalls, stumps of trees, fences, brick, stone, cement, stakes, posts or rods to which a metal, plastic or similar receptacle designed to hold newspapers are affixed, private irrigation or sprinkler systems, retaining walls, landscaping brick, block, stone, timber or other similar material, or any other similar obstructions. All mailboxes shall be clustered or grouped for the units, and shall not be placed between the curb line and the property line abutting the lots.

22. The contractor or owner of any lot shall verify the depth of the sanitary sewer service line serving said lot to insure minimum drainage will be met prior to any footing or foundation work being completed. All sump pump lines must be buried and attached to the subdrain along the back of the P.C.C. curbed street. No sump lines will be allowed to dump directly onto the ground surface.

23. Any and all drainage easements will be required to follow the "Stormwater Management Plan" and no building structures, fence structures, landscaping structures, private gardens or any other possible obstruction can be built in and over said drainage easements. All lot owners and/or contractors working on said lots will be responsible to maintain said easements to be free and clear of any physical obstruction(s) thus allowing the conveyance of overland storm water runoff as intended per "Stormwater Management Plan" on record with the City of Cedar Falls Engineer's Office.

24. Each person or entity who is record owner of a fee or undivided fee interest in any lot shall be a member of the Homeowners Association to be known as Park Ridge Homeowners Association. This shall not be construed to include persons or entities whom hold an interest merely as security for the performance of an obligation. There shall be one vote per lot and each lot owner shall be a member of the Homeowners Association. Membership shall be appurtenant to and may be not separated from ownership of any lot; ownership of such lot shall be the sole qualification of membership.

The purpose of Park Ridge Homeowners Association shall be to own and maintain the common area and green spaces of the development, and surrounding access and such other activities set forth in the Articles of Incorporation and Bylaws of the Association. Such ownership and maintenance shall include, but not limited to, mowing, watering, include upkeep of any underground sprinkler system, snow removal of common areas. Initially, the Developer, BJW Holdings, LLC, shall perform the actual construction duties to establish the common area, green spaces, entrance, and surrounding access area.

The annual dues for the Association shall initially be set at \$300 per lot per year beginning in \_\_\_\_\_ 1, 2018. The Developer, BJW Holdings, LLC, shall be exempt from any dues expense. The Association shall have the ability and authority to adjust annual dues as it deems appropriate to carry out the maintenance duties as described above.

#### PUBLIC IMPROVEMENTS REQUIRED IN PLAT

1. The Street(s) shown on the attached plat, and referred to as Tract A, will be brought to City grade and that the street will be thirty-one (31) feet, back of curb to back of curb, with approved hard surface pavement in accordance with the City of Cedar Falls, Standard Specifications unless otherwise specified as per approved construction plans.

2. Sanitary sewer, together with the necessary manholes and sewer service lines to all lots in the plat will be provided.

3. That underground utilities, as required by the Subdivision Ordinance of the City of Cedar Falls, Iowa, shall be installed.

4. That city water will be provided to all lots as required by the Cedar Falls Municipal utilities.

5. That municipal fire hydrant(s) will be provided as required by the Cedar Falls Public Safety Department.

6. That Storm sewer will be provided as specified by the City Engineer.

7. That handicap ramps will be provided as required by law.

8. That the work improvements called herein shall be in accordance with the specifications of the City of Cedar Falls, Iowa, and performed under the supervision of the City Engineer. In the event that the developer, BJW Holdings, LLC, it grantees and assigns fail to complete said work and improvements called for within one (1) year from the date of the acceptance of said final plat by the City of Cedar Falls, Iowa, the City may then make improvements and assess the costs of the same to the respective lots. The undersigned, for themselves, their successors, grantees and assigns, waive all statutory requirements of notice of time and place of hearing and agree that the City may install said improvements and assess the total costs thereof against the respective lots.

9. That the City may perform said work, levy the cost thereof as assessments, and the undersigned agree that said assessments so levied shall be a lien on the respective lots with the same force and effect as though all legal provisions pertaining to the levy of such special

assessments have been observed, and further authorize the City Clerk to certify such assessments to the County Auditor as assessments to be paid in installments as provided by law.

10. The Developer shall construct and install all required public improvements within the subdivision plat, to conform with approved construction plans which meet the specifications of the City of Cedar Falls, Iowa. Such required public improvements shall meet the following requirements:

- (a) Shall be constructed and installed in a good and workmanlike manner;
- (b) Shall be free of defects in workmanship or materials;
- (c) Shall be free of any conditions that could result in structural or other failure of said improvements;
- (d) Shall be constructed and installed in accordance with the design standards and technical standards established for such public improvements by the City and by Cedar Falls Utilities;
- (e) Shall be constructed and installed in strict compliance with the minimum acceptable specifications for the construction of public improvements set forth in the Cedar Falls Code of Ordinances, including without limitation, Chapter 24, Subdivisions, and as such specifications shall be recommended for approval by the City Engineer from time to time, and approved by the city council.

The Developer's construction plans are now on file in the Office of the City Engineer.

SIGNED and DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

BJW Holdings, LLC

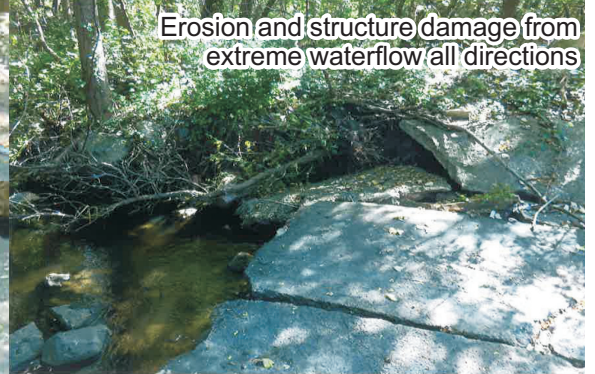
\_\_\_\_\_  
Brian J. Wingert, Manager

STATE OF IOWA, BLACK HAWK COUNTY: ss

On this \_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Brian J. Wingert, Manager of BJW Holdings, LLC, to me known as the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed on behalf of BJW Holdings, LLC.

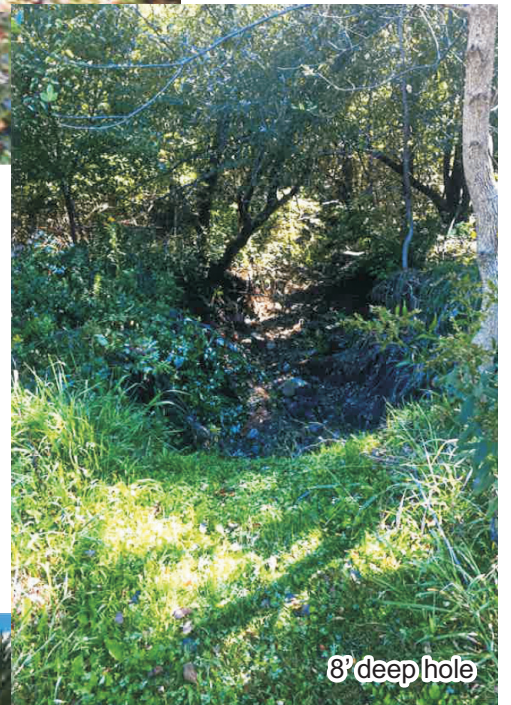
\_\_\_\_\_  
Notary Public in and for the State of Iowa







The erosion on Outlot B. This rut grew 8' by 8' by 10' this past week



8' deep hole



Location of the last storm sewer inlets at Lakeshore and Lilliput

Thank you for taking time to read our concerns.

Our Lakewood Hills LOA as a group is happy to see growth and development in Cedar Falls. We may have been naïve or unaware in the past. However, through some hard-learned lessons of the past, we have learned that we need to be actively involved in the development process that goes on around us and affects us.

In the matter of the Park Ridge Estates Plat, we have serious concerns. As we write this letter, these have all been voiced in a meeting including developer Brian Wingert, CGA Inc. Engineer Adam Daters, David Sturch and Jon Resler from Cedar Falls, Casey Walty (DNR), Stephen E. Jones P.E. (SEJ Consulting LLC, Civil, Construction & Environmental Engineer), State Representative Bob Kressig and several members of our LOA on Monday, Sept. 17, 2018.

Our concerns are:

- 1) The storm drains on the northwest side of our lake have not been adequate on 3 separate occasions in the last 4 years. This has led to overland waterflow to just north of our dam causing drastic erosion and damage to our dam. Pictures were presented to P&Z at the Sept. 12 meeting. The Sept. 17 meeting above was on that site so the scale of the damage could be seen by all.
- 2) A need for recorded easement for access to the north side of the dam to be maintained so that maintenance work can be performed on the dam. This includes access with heavy equipment.
- 3) The waterflow to the storm drains at the north end of Lakeshore Drive will see an increase because the urban runoff is at a faster rate than the current ag land, which has already been identified as a problem area.

Remedies that were discussed at that meeting include:

- 1) Discontinuing the use of the storm sewer heading east-northeast from the manhole at the north end of Lakeshore Drive to Birdsall Creek approximately 20 feet north our dam outlet and replace that by extending the storm sewer approximately 120' in a northerly direction from that manhole.
- 2) Running a storm sewer from that northerly point in an east-northeast direction to an outlet into Birdsall Creek approximately 100' north of the current one.
- 3) Rerouting the overland emergency runoff to a more northerly location by approximately 100'. That route could lead into the runoff retention on the Park Ridge Estates Property. This would slow the rate of entry for water into Birdsall Creek to comply with the 100/2 rule in the events exceeding storm sewer design.
- 4) A recorded easement for access to the north side of the dam. Or a deed of land large enough to maintain that access.
- 5) Provide engineering models that verify adequate storm sewer and overland storm water management immediate around and through the proposed development area.
- 6) Bringing in adequate size rip rap to rebuild spillway below dam outlet and helping with tree removal on north side of dam.

If all these conditions were met and addressed, we the undersigned would be in favor of the proposed development.

Name

Address

Chris Blum

3002 Alice Ave.

James H. Knock

821 LAKESHORE DR.

Gray Tom

925 LAKESHORE DR.

Tom Shennel

922 LAKESHORE DR.

LANE + JOANNE

915 LAKESHORE DRIVE

Ann M. ~~REEVES~~ ~~Fairchild~~

713 LAKESHORE DR.

Todd & Kris Lawrence

903 Lakeshore Drive

Mike Schae

113 Lilliput Dr

Mark W. Allen

109 LILLIPUT LANE

Jerald D. Berman

105 Lilliput Lane

Todd Allen

3014 Alice Ave.

Dianne Reynolds

108 Lilliput Ln.

Guff Bond

114 Lilliput Ln

Steve Hill

807 LAKESHORE DR.

TONY GOETSCH

725 LAKESHORE DR.

Jim Sucher

719 Lakeshore

Rosalie Meach

707 Lakeshore Dr.

Laura Overstreet

701 Lakeshore Dr.

See additional comments



810 Juanita Ave

Carla Boss

810 Juanita Ave

Jerry and Tamie Stahl

1009 Lakeshore Dr.

If all these conditions were met and addressed, we the undersigned would be in favor of the proposed development.

Name	Address
Marina Darnora	818 Juanita Avenue
ORLANDO SCHWARTZ	910 JUANITA AVE
Karla Koch	712 Juanita Avenue
Chris Brammer	902 Juanita Ave
Matt Miller	3009 ALICE AVE.
Tom Miller	918 JUANITA

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**From:** Jerry Stahl  
**To:** Jon Resler  
**Sent:** Wednesday, October 24, 2018 12:11:56 PM  
**Subject:** Dam

Mayor Brown, Mr. Resler, Mr. Sturch, Planning and Zoning Members and City Council Members;

I am aware the city is doing a water study in regards to the potential development of the Park Ridge Preliminary Plat. Our association president and association member Jim Hancock have made me aware you will be providing them with a copy of this assessment for our association to have evaluated by our professional consultant Steve Jones. I am asking you to also do a micro study of the waters going into the back side of the Dam on our property. I would also like Mr. Jones to look at this study in the process of the decision making. I am also requesting a extended time be allowed to have these studies evaluated when they are received before further decisions are made.

I want to make sure everyone in the Cedar Falls City Hall and State is aware that our Dam is being damaged by incoming storm waters from surrounding areas and has been downgraded in safety. This is an important issue for the safety of the people living downstream from the Dam, the children who insist on playing in the waters downstream from the Dam and the railroad tracks downstream from the Dam.

I have included photos taken at the meeting held at my home and the areas of concern on Monday, September 17th starting at noon with our Professional Consultant Steve Jones, Casey Walty from the DNR, Adam Daters the Developers Engineer, Brian Wingert the Developer, David Sturch Cedar Falls Architect, Bob Kressig Cedar Falls Representative, Jon Resler the Cedar Falls Engineer, Josh Balk the Dry Run Creek Advisor, Chris Borglum our Association President, Jim Hancock our Association Vice President and myself, Tamie Stahl present to view the damage with the hopes of concerned parties witnessing the problems and begin the problem solving process.

I am trying to avoid conflict, deal with previous and existing damage and avoid future damage by looking for solutions and opportunities for cooperative action. I know this will take common sense good judgement and a cooperative, problem solving approach.

I know our city intends to hold itself to a exceptionally high standard in problem solving when it comes to its citizens and finding solutions to our cities drainage and watershed issues.

Respectfully  
Tamie Stahl





10/24/2018

JERRY AND TAMIE STAHL  
1009 LAKESHORE DR  
CEDAR FALLS, IA 50613

Project Description: Lakewood Hills Dam (IA02079)

Dear Mr. and Ms. Stahl :

We visited the Lakewood Hills Dam at your request on September 17, 2018.

It appears that your property line is approximately 10-20 ft north of your house and runs along the top of the embankment. We have located an easement from 1980 that outlined who was responsible for the dam, and a modification agreement from 1992 that modified the responsible party to be only Lot 40 of Lakewood Hills. I have attached a copy of each of these documents. One point from this agreement states:

2. That the Ulrichs agree that they and their successors and assigns of Lot 40, either in whole or in part, shall remain liable for maintenance of the Dam, as necessary, to keep the Dam in compliance with DNR criteria including, but not limited to, the outlet or water spillway from the Dam area, the concrete apron where water discharges into the creek and the necessary riprap on the Dam embankment and creek area next to the concrete apron and are responsible for removal of trees, shrubs and riprap along the downstream embankment.

During the visit we discussed the erosion channel located approximately 100-ft downstream of the dam that is currently progressing to the west. This is located on property owned by Larry Hill and it appears to be located far enough away from the embankment that the safety of the dam is not impacted. No further action for this item is required at this time.

During the visit we discussed concerns of increased water flows in to the lake. We have reviewed the design calculations for the 1980's modifications and it appears that an assumption was included that future development would occur within the drainage basin. An approximately 235-ft wide auxiliary spillway with riprap protection is provided on the dam embankment. As it was designed, the auxiliary spillway is expected to flow approximately 2.2-ft deep for a 100-yr storm (3.8 inches of rainfall in 2 hours), and 4.1-ft deep for the freeboard design storm (13 inches of rainfall in 6 hours). Higher frequency storms were not included in these calculations, but the current frequent flow over the dam is consistent with the design. This dam was designed to flow in the auxiliary spillway to reduce the flooding potential of the houses adjacent to the lake.

Based on the current observations and deterioration since the 2015 DNR inspection, we have assigned a condition rating of Fair. No existing dam safety deficiencies are recognized for normal loading conditions; however, infrequent hydrologic events (extreme rainfall) may result in a dam safety deficiency. It is critical that the listed



recommendations in the attached inspection report be repaired in a timely manner to keep the dam from continued deterioration.

Modifications of this dam beyond the scope of ordinary maintenance or repair will require approval from the DNR. This could include items such as dredging, impoundment lowering, and spillway outlet repairs.

As per 567 Iowa Administrative Code Chapter 73, the dam owner is responsible for all maintenance and repairs of the dam. If proper maintenance and repairs are not made to the dam, the DNR may issue an administrative order to ensure compliance.

If you have any questions, please contact me at 515-725-8330 or by email at Casey.Welty@dnr.iowa.gov.

Sincerely,



Casey R. Welty, P.E.  
Flood Plain Management and Dam Safety Section

Enc.: Iowa Natural Resources Council Order No. 80-165  
1980 Easement  
1992 Modification Agreement  
9/17/2018 Inspection Report

CC: Steve Jones, SEJ Consulting [email]  
Jon Resler, Cedar Falls City Engineer [email]  
David Sturch, Cedar Falls Code Enforcement Manager [email]  
Chris Borglum, Association President [email]

STATE OF IOWA  
BEFORE THE IOWA NATURAL RESOURCES COUNCIL

RECEIVED

MAR 11 1980

I. N. R. C.

IN THE MATTER OF THE APPLICATION OF)  
CLAYTON ULRICH )  
CEDAR FALLS, IOWA )

ORDER NO. 80-165

\* \* \* \* \*

Pursuant to Chapter 455A, Code of Iowa 1979, Clayton Ulrich, Cedar Falls, Iowa, has submitted plans and specifications with a request for approval of proposed modifications to an unauthorized dam in the City of Cedar Falls, Black Hawk County, Iowa, and for approval of operation and maintenance of said dam as modified. The Council called up the project for review pursuant to Section 455A.33 of the Code. The staff prepared an engineering memorandum and scheduled a contested case hearing on the project. Notice of the hearing and a copy of the memorandum were sent to the applicant and several interested persons.

Findings:

On the basis of the evidence submitted at the hearing on March 4, 1980 and documents submitted in accordance with the Council's instructions after said hearing, the following findings are made.

1. The Lakewood Hills dam and 4.5-acre impoundment are located in the W 1/2 of the SE 1/4 of Section 3, T89N, R14W, Black Hawk County. The dam was built by Leland Dobbs (contractor) on land owned by Clayton Ulrich sometime in 1966 or 1967 without the necessary approval of the Council. Since that time, the land adjacent to the dam and normal lake pool has been subdivided with 9 undeveloped lots (40 through 48) on the west side of the lake and 13 developed lots (12 through 24) on the east side of the lake. The lot property lines extend into and beneath the normal lake level. Two of the existing houses (lots 13 and 15) have walk out basements with elevations below the top of dam and have experienced flooding problems in the past. The dam was classified by the staff as having a moderate damage potential because of the city park and the urban area (presently undeveloped) located downstream.

2. Edward Harriott, who together with his wife owns lot 15 of Lakewood Hills, complained to the INRC staff in June 1978 about flooding of his basement. A staff investigation of the unauthorized dam was made in response to the complaint. Mr. Ulrich first submitted as-built engineering plans and, then after being advised by the staff that the dam does not satisfy INRC criteria for a moderate hazard structure, submitted engineering plans and specifications for construction of a new and much larger emergency spillway at the center of the dam which would replace the existing emergency spillway. Materials excavated in constructing the new emergency spillway are to be used to fill the existing emergency spillway, raise portions of lots 40 and 41 up to elevation 887.2 feet, N.G.V.D., or more, and to raise the top of dam to the design elevation of 890 feet, N.G.V.D.

Upon completion of the proposed 236-foot emergency spillway, the 2 existing lakeside homes with water entry levels below the top of dam (the Harriott home on lot 15 and the Tangen home on lot 13) would be protected from the Q100 flood event. This is the level of protection required by Rule 580-5.54(1), Iowa Administrative Code, for homes constructed on a flood plain. Protection from a flood equivalent to the Q100 flood event does not mean that the basements of the Harriott and Tangen homes will never flood again. But, upon completion of the proposed new emergency spillway, only an unusual flood, less frequent than the Q100 event, would reach the basement water entry levels in these 2 homes.

The applicant's plans and specifications provide for stabilization of the downstream face and crest of the emergency spillway to protect it from erosion. There is no dispute as to whether the proposed modifications will substantially reduce the frequency of flooding or existing basements built below the top of dam. Nor is there dispute as to the adequacy of the measures proposed to protect the emergency spillway from erosion.

3. There was dispute at the hearing on March 4, 1980 and at a Council meeting on June 2, 1980 concerning the issue of who will be responsible for maintenance of the dam in the future. Following the hearing, the Council voted to defer action until the June 1980 Council meeting when the applicant, complainant, and other owners of lots adjacent to the lake were to submit a proposal for long-term ownership and maintenance of the dam. At the time of the meeting on June 2, 1980, the applicant and other lakeside lot owners had not agreed on any proposal for long-term ownership and maintenance of the dam. However, the applicant submitted a draft agreement which would provide that the Council approve the dam as modified in accordance with the plans submitted by the applicant in August 1979 on condition that the modifications be completed within 60 days of the date of the agreement and that the owners of lots 40 through 48 be responsible for future maintenance of the dam. Mr. Ulrich presently owns the 9 affected lots. Mr. Ulrich also submitted easements executed by himself and his wife as owners of lot 40 and by Richard and Marvel Dutcher as owners of lot 12. Each easement grants the owners of the other lakeside lots affected by the above-mentioned draft agreement a right of access for maintenance and repair of the dam.

Arnold and Norma Farber, owners of lot 19, who attended the Council meeting on June 2, 1980, questioned whether Mr. Ulrich intends to develop and sell lots 40 through 49 and questioned the value of these lots. However, the Council finds that the above-mentioned draft agreement is an acceptable assurance that Mr. Ulrich will be responsible for maintenance necessary for dam safety. It should be noted that construction of the new emergency spillway in accordance with the applicant's plans and specifications should minimize future maintenance expenses associated with emergency spillway erosion.

4. At the meeting on June 2, 1980 the INRC staff presented a memorandum dated May 21, 1980. In addition to reviewing some of the details of the applicant's plans and specifications for construction of the proposed new emergency spillway and future maintenance of the dam, the memo also identifies lands adjacent to and downstream from the impoundment on which any future development should be reviewed to assure that the temporary storage volume in the impoundment and the floodway downstream from the impoundment are not adversely affected. The staff memo recommends that any council order approving the construction, operation and maintenance of the dam specify that INRC approval will be required for any future construction or filling at elevations below 890 feet N.G.V.D. (top of dam) including lots 12 through 24 and 40 through 48 of Lakewood Hills and Lots 23 through 25 of Star View Addition located at the upstream end of the impoundment. Rule 580-5.7(2), Iowa Administrative Code, requires that INRC approval be requested prior to any construction or filling below the top of dam of an adjacent impoundment. This requirement is made a part of these findings to assure that present lot owners and future owners have notice of this requirement.

The staff memo also recommends that the order approving the modification, operation, and maintenance of the dam specify that INRC approval will be required prior to any construction or filling at elevations below 890 feet N.G.V.D. in that part of Section 3, T89N, R14W, Black Hawk County, lying downstream from the dam and upstream from the Illinois Central railroad embankment which is about 1400 feet north of the dam. The staff memo states that part of said downstream area is owned by Mr. Ulrich and the balance is a park owned by the City of Cedar Falls. The order of which these findings are a part should include conditions specifying that approval will be required prior to any construction or filling in the above-described areas. This finding is made in accordance with Rule 580-5.7(3), Iowa Administrative Code.

The Tangen and Harriott homes, on lots 13 and 15 respectively, require INRC approval prior to construction because their lowest water-entry levels are below the top of the Lakewood Hills dam. However, inasmuch as all existing homes on lots 12 through 24 will have a lowest water entry level higher than the Q100 year flood stage, separate after-the-fact approval of the construction and maintenance of such homes appears unnecessary. This finding is made in accordance with Rules 580-5.7(2) and (3), and 5.54, Iowa Administrative Code.

5. The above-mentioned memo also notes that the dam as modified would still cause permanent inundation and temporary flooding on portions of lots 12 through 24 and 40 through 48 of Lakewood Hills and on portions of lots 23, 24, and 25 of an upstream subdivision known as Star View. It is the responsibility of the applicant to obtain the permanent and temporary flooding easements necessary for inundation of such property.

6. The Council finds that each recommendation in the above-mentioned staff memorandum dated May 21, 1980 should be adopted as a condition of this order. It is noted that Mr. Ulrich has applied for a water storage permit in accordance with staff recommendation #9. It is further noted that the draft agreement, which upon acceptance by the director should be made a part of this order, provides that the applicant will complete construction of the proposed new emergency spillway within 60 days of the effective date of the draft agreement. Adoption of staff recommendation #2 is not intended to conflict with said agreement but to impose an alternative time limit for completion of authorized construction in the event that adverse weather conditions cause unavoidable delays in completion of construction. Commencement of construction of the proposed new emergency spillway as soon as weather permits would appear to be in the interest of the applicant as well as Mr. and Mrs. Harriott and the owners of lot 13.

Conclusions:

On the basis of the findings herein, the following conclusions are made:

1. The Lakewood Hills dam as it presently exists adversely affects the efficiency of and unduly restricts the capacity of the floodway of the unnamed watercourse which it impounds for the reason that said dam will not safely pass floods associated with rainfall events used by the I.N.R.C. to establish design criteria for moderate hazard structures.
2. Modification, operation and maintenance of the Lakewood Hills dam in accordance with the plans and specifications and maintenance agreement made part of this order will not adversely affect the efficiency of or unduly restrict the capacity of the floodway of the unnamed watercourse impounded by said dam.

IT IS THEREFORE ORDERED by the Iowa Natural Resources Council that the aforementioned plans and specifications which are made a part of this order are hereby approved subject to the following conditions:

1. no material change from the plans and specifications approved by the council shall be made unless authorized by the director or council;
2. this order may be revoked by the council if construction is not completed within 1 year of the date of issue;
3. notification of completion of construction shall be made to the Iowa Natural Resources Council within thirty days after completion;
4. the applicant and/or each successor in interest to the real estate, as specified in the maintenance agreement between the Iowa Natural Resources Council and Clayton and Bessie Ulrich made a part of this order upon signature by the director, shall be responsible for proper maintenance;

5. no legal or financial responsibility arising from the construction or maintenance of the approved works shall attach to the State of Iowa or the Iowa Natural Resources Council due to the issuance of this order;
6. the applicant shall be responsible for obtaining such other governmental licenses, permits or approvals and such lands, easements and right-of-ways as are required for the construction, operation, and maintenance of the approved works;
7. upon completion of construction, the applicant shall submit to the Iowa Natural Resources Council a certification by a registered professional engineer or land surveyor that the construction of the project was accomplished in accordance with this order and the plans and specifications, made a part thereof;
8. a water permit shall be obtained from the Water Commissioner, Iowa Natural Resources Council since the permanent storage of water provided by the structure is more than 18 acre-feet;
9. approval of the Iowa Natural Resources Council shall be required prior to any construction or filling on land having an elevation of 890.0 feet N.G.V.D. or lower which is located adjacent to the impoundment, including lots 12 through 24 and 40 through 48 of Lakewood Hills and lots 23 through 25 of Star View.
10. approval of the Iowa Natural Resources Council shall be required prior to any construction or filling located on land having an elevation of 890.0 feet, N.G.V.D. or lower which is located in Section 3, T89N, R14W, Black Hawk County between the dam and the downstream railroad grade. Construction of any buildings, for human occupancy, which would be adversely affected by a failure of said dam is prohibited.
11. the INRC director shall file a copy of this order and attachments with the Black Hawk County Recorder for the purpose of effectuating conditions 4, 9, and 10 herein.

CERTIFICATION OF COUNCIL ORDER

I JAMES R. WEBB, do hereby certify that I am the duly appointed and acting Director of the Iowa Natural Resources Council and that the foregoing is a true and correct copy of the determination made by the Council on June 2, 1980.

July 1, 1980

*Louis L. Seseke*  
for JAMES R. WEBB, DIRECTOR

ORDER NO. 80-165

CERTIFICATION OF MAILING

I hereby certify that I have this 2nd day of July,  
1980, mailed Council Order 80-165 to the applicant and other  
parties of record.

By P. Kroen  
Des Moines, Iowa

RECEIVED

AUG 1 1980

L. N. R. C.



RECEIVED

JUN 4 1980

EASEMENT

I. N. R. C.

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, do hereby give, grant and convey unto the owners of Lots Nos. Forty-one (41), Forty-two (42), Forty-three (43), Forty-four (44), Forty-five (45), Forty-six (46), Forty-seven (47) and Forty-eight (48), in Lakewood Hills, Black Hawk County, Iowa, and their heirs, assigns and successors, an access easement to repair and maintain the Lakewood Hills, Black Hawk County Dam, over the following described real estate:

Lot No. Forty (40), Lakewood Hills, Black Hawk County, Iowa, except for the North One Hundred Three (103) feet of the West One Hundred Twenty-five (125) feet thereof,

provided the surface of the easement area is restored following any maintenance and repair; and that this easement shall be a covenant running with the land and shall be binding upon the undersigned, their heirs, assigns and successors.

IN WITNESS WHEREOF, this easement has been signed this 2<sup>nd</sup> day of June, 1980.

Clayton Ulrich  
Clayton Ulrich

Bessie E. Ulrich  
Bessie E. Ulrich

STATE OF IOWA )  
BLACK HAWK COUNTY ) ss.

On this 2<sup>nd</sup> day of June, 1980, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Clayton Ulrich and Bessie E. Ulrich, husband and wife, to me known to be the identical persons named in and who executed the within and foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Notary Public in and for the State of Iowa

JUN 4 1980

AGREEMENT.

THIS AGREEMENT made and entered into this 2<sup>nd</sup> day of June, 1980, by and between Clayton Ulrich and Bessie E. Ulrich, husband and wife, of Black Hawk County, Iowa, hereinafter referred to as "Ulrich", and the Iowa Natural Resources Council, an agency of the State of Iowa, hereinafter referred to as "Council".

WHEREAS, Ulrich is the developer of the Lakewood Hills, Black Hawk County, Iowa, development, and currently owns Lots Forty (40) through Forty-eight (48) therein; and

WHEREAS, the Council has required that a maintenance and upkeep agreement be entered into for the dam situated in Lakewood Hills development; and

WHEREAS, Ulrich has agreed to enter into such an agreement; and

WHEREAS, the parties desire that the terms and conditions of their agreements be set forth in writing. Now, therefore,

WITNESSETH:

That in consideration of the promises and covenants hereinafter contained, the parties hereto mutually agree as follows:

1. That the Council shall permit the dam which is currently located on Lots Forty (40) and Twelve (12) in Lakewood Hills, Black Hawk County, Iowa, to remain provided Ulrich lowers and renovates the dam to comply with the Council criteria within sixty (60) days of the date of this agreement.

2. That Ulrich agrees that Lots Nos. Forty (40), Forty-one (41), Forty-two (42), Forty-three (43), Forty-four (44), Forty-five (45), Forty-six (46), Forty-seven (47) and Forty-eight (48) in Lakewood Hills, Black Hawk County, Iowa, shall be responsible for such future maintenance and repair of the dam as may be required to keep the dam in compliance with Council criteria, with each lot being responsible for an equal share of any required dam maintenance and repair expense.

3. That in the event required maintenance and repair of the dam is not voluntarily performed, the Council may, after thirty (30) days written notice to the lot owners, order the dam to be breached upon such terms as the Council may order.

4. That in the event owners of other lots in Lakewood Hills, Black Hawk County, Iowa, desire to assume a pro rata share of any dam maintenance and repair expense required hereunder, they may do so by filing of record a statement

agreeing to submit their lot to the terms and conditions of this agreement.

5. That this agreement shall be a covenant running with the land and shall inure to the benefit and be binding upon the parties hereto and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, the parties have signed this agreement the year and date first above written.

Clayton Ulrich  
Clayton Ulrich

Bessie E. Ulrich  
Bessie E. Ulrich

IOWA NATURAL RESOURCES COUNCIL

By James R. Webb  
James R. Webb, Director

STATE OF IOWA )  
BLACK HAWK COUNTY ) ss.

On this 2<sup>nd</sup> day of June, 1980, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Clayton Ulrich and Bessie E. Ulrich, husband and wife, to me known to be the identical persons named in and who executed the within and foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

W. S. Smith  
Notary Public in and for the State of Iowa.

STATE OF IOWA )  
POLK COUNTY ) ss.

On this 1st day of July, 1980, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared James R. Webb, Director of the Iowa Natural Resources Council, to me known to be the identical person named in and who executed the within and foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

L. Alvin Young  
Notary Public in and for the State of Iowa

MODIFICATION AGREEMENT

This Modification Agreement is made and entered into this 21<sup>st</sup> day of July, 1992, by and between Clayton Ulrich and Bessie E. Ulrich, husband and wife (Ulrichs), the Department of Natural Resources, successor agency of Iowa Natural Resources Council, an agency of the State of Iowa (DNR), and Larry Hill and Susan Hill, husband and wife (Hills).

WHEREAS, Clayton Ulrich was the developer of Lakewood Hills, Black Hawk County, Iowa and is the owner of Lot 40 therein, and

WHEREAS, Ulrichs and the Iowa Natural Resources Council entered into one certain Agreement dated June 2, 1980 and recorded on July 25, 1980 in Miscellaneous Record Book 234 at Page 582, et seq. in the office of the Recorder of Black Hawk County, Iowa (Agreement), which Agreement provided for the renovation, repair and maintenance of a Dam located on Lots Forty (40) and Twelve (12) in Lakewood Hills, Black Hawk County, Iowa (Dam); and

WHEREAS, Hills own property to the north of the Dam, including property described as:

That part of the NW 1/4 of the SE 1/4 of Section 3, Township 89 North, Range 14 West of the Fifth P.M. in the City of Cedar Falls, Black Hawk County, Iowa, lying north of Lakewood Hills Addition, except the East 605 feet thereof, as described below:  
Beginning at a point on the north line of said Lakewood Hills Addn., which is N 89° 59' 48" W 34.97' of the Northeast Corner of Lot 40 of said Lakewood Hills Addn.; thence N 00° 48' 49" W 121.01' along the West line of East 605 ft.; thence N 89° 59' 48" W 51.86'; thence S 62° 48' 54" W 264.82' to the said North line of Lakewood Hills Addn.; thence S

89° 59' 48" E 289.15' along said North line  
to the point of beginning, containing 0.47  
acres. ("Parcel 1")

and it being in their best interest to cooperate in the repair  
and maintenance of the Dam, and

WHEREAS, the renovation of the Dam has been satisfactorily  
completed as required by Agreement, and the parties wish to amend  
the terms of the Agreement to provide further for the repair and  
maintenance of the Dam.

THEREFORE, in consideration of the premises and covenants  
herein contained, DNR, Ulrichs and Hills agree as follows:

1. That DNR shall and does hereby release Lots 41, 42, 43,  
44, 45, 46, 47 and 48 in Lakewood Hills, Black Hawk County, Iowa  
from any and all existing and future liens for the renovation,  
repair and maintenance of the Dam arising out of the Agreement.

2. That Ulrichs agree that they and their successors and  
assigns of Lot 40, either in whole or in part, shall remain  
liable for maintenance of the Dam, as necessary to keep the Dam  
in compliance with DNR criteria including, but not limited to,  
the outlet or water spillway from the Dam area, the concrete  
apron where water discharges into the creek and the necessary  
riprap on the Dam embankment and creek area next to the concrete  
apron and are responsible for removal of trees, shrubs and riprap  
along the downstream embankment.

3. That Ulrichs, their successors and assigns agree the DNR  
shall be given thirty (30) days prior written notice of any sale  
of Lot Forty (40), either in whole or in part, which notice shall  
reference this Modification Agreement.

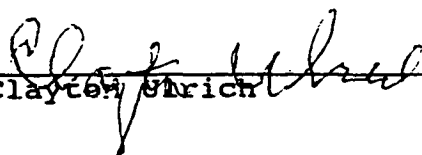
4. That in the event owners of all of Lots 12-24 and 40-48 of said Lakewood Hills form an association for maintenance of the lake and enter into an agreement with the DNR for maintenance and repair of the Dam, which agreement shall run with the land, Ulrichs, their successors or assigns, may apply for the release of Lot Forty (40) from these obligations, which release will be granted by the DNR at its sole discretion.

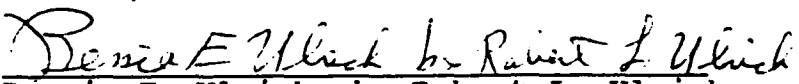
5. That Hills grant an easement to the Ulrichs, their successors and assigns for ingress and egress and for maintenance and repair of the Dam over Parcel 1, as described above.

6. That Ulrichs shall cause this Modification Agreement to be properly recorded with the Black Hawk County Recorder and shall provide certified copies thereof to the DNR and Hills.

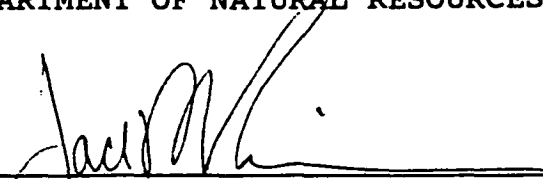
7. That all other terms and conditions of Agreement, except as modified herein, remain in full force and effect.

IN WITNESS WHEREOF, the parties have signed this Modification Agreement the year and date first above written.

  
\_\_\_\_\_  
Clayton Ulrich

  
\_\_\_\_\_  
Bessie E. Ulrich, by Robert L. Ulrich,  
Her Attorney-in-fact

DEPARTMENT OF NATURAL RESOURCES

By:   
\_\_\_\_\_  
Jack D. Riessen  
Supervisor, Water Quality Section  
Iowa Department of Natural Resources

*Larry Hill*

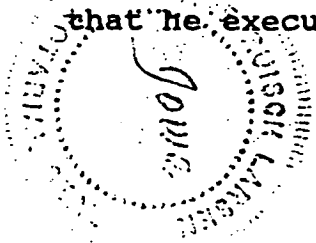
Larry Hill

*Susan Hill*

Susan Hill

STATE OF IOWA )  
 ) ss:  
BLACK HAWK COUNTY )

On this 29 day of June, 1992, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Clayton Ulrich, husband of Bessie Ulrich, to me known to be the identical person named in and who executed the within and foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.



*Diane Ruisch Larsen*  
Notary Public for the State of Iowa  
Diane Ruisch Larsen

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

On this 26th day of June, 1992, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Robert L. Ulrich, to me known to be the identical person named in and who executed the within and foregoing instrument on behalf of Bessie E. Ulrich, wife of Clayton Ulrich, and acknowledged that he executed the same as the voluntary act and deed of Bessie E. Ulrich.

*C. Kevin McCrindle*  
Notary Public for the State of Iowa  
C. Kevin McCrindle

STATE OF IOWA )  
Polk COUNTY ) SS:

On this 21st day of July, 1992, before me, the undersigned, a Notary Public in and for the state of Iowa, personally appeared Jack Reinson, to me personally known, who being by me duly sworn, did say that he is the Supervisor of Water Quality Section of the Department of Natural Resources, an agency of the State of Iowa; that the instrument was signed on behalf of the agency by authority of the State of Iowa; and that the said Supervisor acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the Department of Natural Resources, by it and by them voluntarily executed.

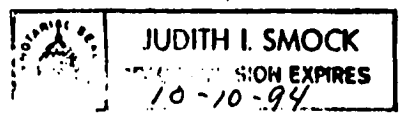
Marla J. Gallardo  
Notary Public for the State of Iowa



STATE OF IOWA )  
BLACK HAWK COUNTY ) SS:

On this 1st day of July, 1992, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Larry Hill and Susan Hill, husband and wife, to me known to be the identical persons named in and who executed the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Judith I. Smock  
Notary Public for the State of Iowa



Misc  
INDEX @ N  
MARGIN  
PROOF  
COMPARE pl

1165

BLACK HAWK COUNTY, IOWA:SS  
Filed for record July 23 19 92  
at 10:55 A M, and recorded in  
Misc          Book 302  
Page 230.

Patricia S. Soss  
Recorder  
Deputy

Fee 25.00/

County Assessor



# Iowa DNR Dam Inspection Report

conducted for

## Lakewood Hills Dam

**Dam inventory number**

IA02079

**Conducted on**

9/17/18

**Inspector**

Casey Welty

**Others present:**

Tamie Stahl, Dam Owner

Steve Jones, Engineer

Adam Daters, CGA, Engineer

Jon Resler, Cedar Falls City Engineer

David Sturch, Cedar Falls Code Enforcement Manager

Brian Wingert, Developer

Josh Balk, Black Hawk SWCD, Dry Run Creek Watershed Coordinator


Bob Kressig, State Representative



Chris Borglum, Association President

Troy Love, interested landowner


Jim Hancock, interested landowner

## Embankment

Question	Response	Details
<b>Field Conditions</b>		
Pool Level	Normal Pool (+/- 6 inches)	
Ground Moisture Condition	Dry	
Any changes in downstream land use that may impact hazard classification of dam?	No	
<b>Upstream Slope</b>		
Slope appears too steep?	No	
Slope has poor vegetative cover?	No	
Slope contains trees and/or brush?	Yes	There is some brush growing along waterline.
Cracks on the embankment slope?	No	
Wave erosion at the water line?	No	
Embankment has sinkholes, depressions, slides, or bulges?	No	
Animal burrows on the embankment?	No	
Photo of Upstream Slope		
		
Appendix 1		
<b>Top of Dam</b>		
Cracks, unusual settlement, or sinkholes along the top of dam?	No	
Is the top width uniform and adequate?	Yes	
Notes:		Both the upstream and downstream shoulders have paved slabs with four foot deep toe walls to provide protection from headcutting in the event of overtopping flows. Despite

		some cracking, the slabs were in generally good condition. The owners repaired some small areas of cracked concrete.
Photo of Top of Dam		
 <p>Appendix 2</p>		
<b>Downstream Slope</b>		
Slope appears too steep?	No	
Slope has poor vegetative cover?	N/A	The downstream slope is lined with riprap.
Slope contains trees and/or brush?	Yes	There are numerous large trees covering the downstream slope of the dam.
Embankment has sinkholes, depressions, slides, or bulges?	No	
Cracks on the embankment slope?	No	
Animal burrows on the embankment?	No	
Downstream Slope Photo		
 <p>Appendix 3      Appendix 4</p>		
<b>Internal Drainage and Seepage</b>		
Does the dam have internal embankment drains?	No	
Was seepage observed through the embankment outside of designated drains?	No	

## Principal Spillway

Question	Response	Details
Description of spillway	60 inch diameter corrugated metal pipe with a drop inlet. Spillway outlets to a concrete apron.	
Is the inlet free from debris?	Yes	
Are there trees and brush around the inlet?	No	
Inlet photos		
 <p>Appendix 5</p>		
Does the dam have a conduit spillway?	Yes	
Is the trash rack and anti-siphon device in good condition?	Yes	
Is riser/inlet in good condition?	Yes	
Does the conduit appear structurally sound including water tight joints?	Yes	
Are there signs of flow beneath or around the conduit?	No	
Does the dam have an open chute spillway?	No	
Is there erosion around the spillway outlet?	Yes	The concrete at the outlet of the spillway pipe has deteriorated significantly since our last inspection in 2015. There was a hole in the concrete apron approximately 6-ft by 4-ft. The water flows out of the pipe, into this hole, and under the concrete. The soil is eroding under the concrete slab and under the end of the spillway pipe. Due to the flowing water, I was unable to determine how deep and how far under the pipe was eroded.
Are there trees and brush around the outlet?	No	

Outlet Photos



Appendix 6



Appendix 7




Appendix 8


Is there a low level drain?

No

## Auxiliary Spillway

Question	Response	Details
The dam has an auxiliary spillway.	Yes	
Description:	An approximately 235-ft wide auxillary spillway with riprap protection is provided on the dam embankment.	
Is the spillway free of obstructions?	Yes	
Is there an adequate cover free of trees and brush?	No	There are numerous large trees covering the exit slope of the auxillary slope. The trees are growing within the riprap area.
Is the spillway free from erosion?	Yes	
Auxiliary Spillway Photos		
 <p>Appendix 2</p>		

## Notes

Subject	Details
	We were contacted by the Ms. Stahl and were requested to visit the site to view some reported concerns with erosion near the dam and to discuss her concerns with a proposed development downstream of the dam.
Erosion channel	The erosion channel was approximately 8-ft wide, 8-ft deep, 25-ft long and was located approximately 100-ft downstream of the dam embankment. While this channel is getting wider as it progresses, the headcut of the channel is progressing to the west, parallel to the dam. This area of erosion does not appear that it impacts the safety of the dam due to its location away from the embankment.
Erosion Channel Photos	 <div style="display: flex; justify-content: space-around; width: 100%;"> <span>Appendix 9</span> <span>Appendix 10</span> <span>Appendix 11</span> </div>
Tree Removal	The downstream embankment face is lined with riprap to protect from overtopping erosion. There was a heavy cover of large trees and brush growing in the riprap. I discussed with Mr. Borglum that we recommend that trees and stumps be removed, backfilled with compacted fill, and riprap protection restored. We discussed that the “FEMA Technical Manual for Dam Owners, Impacts of Plants on Earthen Dams” provides recommendations for different removal options based on the location of the tree on the dam. The document suggests an appropriate size tree stump that could be sealed and remain in place. This ranges from 4-8 inches depending on the location. It does appear that a majority of the trees are larger than this.
Rainfall Runoff	Ms. Stahl and the local residents brought up concerns over the amount of overland flow water that occurs during large rain events. They brought up two main issues. First, they are concerned with the flow that comes down the street that isn’t captured by the storm sewer intakes. Secondly, they are concerned with the increased amount of water flowing into the lake due to the change in land use upstream of the dam. The residents were concerned that the dam overtops and that it seems like it overtops more frequently than it reportedly used to. We discussed that the dam was designed to overtop.
Ownership and Easements	Mr. Jones brought up concerns that the outlet of the spillway pipe and concrete apron may not be located on Ms. Stahl’s property.
Dredging	The landowners discussed dredging with Mr. Jones. He indicated that dry dredging would likely be their preferred option.

## Recommendations

Question	Response	Details
<b>Perform the following ongoing maintenance:</b>		
Exercise and perform required maintenance on gate.	Not required.	
Mow or burn the vegetation on the dam.	Perform on an ongoing basis.	
Clear vegetation from riprap areas.	Perform on an ongoing basis.	The brush should continue to be removed from the upstream water line.
Remove debris from spillway inlet.	Perform on an ongoing basis.	
Other (see notes):		
<b>Monitor the following items that were detailed in previous sections of the report. Report any significant changes to the DNR.</b>		
Seepage.	Nothing noted at this time.	
Minor erosion.	Nothing noted at this time.	
Minor embankment depressions or slides.	Nothing noted at this time.	
Other (see notes):		
<b>The following items need to be properly repaired/rectified:</b>		
Clear trees and brush from embankment and spillway areas.	Needs immediate attention.	The trees and brush should be removed from the auxiliary spillway and downstream embankment and the riprap protection should be restored.
Backfill rodent burrows and initiate rodent control program.	Not required.	
Repair and stabilize eroded areas.	Needs immediate attention.	The outlet of the spillway pipe should be stabilized to prevent continuing erosion. You may need to hire an engineer/contractor.
Other (see notes):		



<b>Employ an engineer/contractor experienced in design and construction of dams to:</b>		
Perform a geotechnical evaluation to determine cause of slides and/or depressions.	Not required.	
Evaluate and repair spillway structures.	Not required.	
Develop plans and specifications for proper repair of the dam.	In the next 1-2 years.	The outlet of the spillway pipe should be stabilized to prevent continuing erosion. Alternatives to the current outlet configuration of a concrete apron can be considered.
Other (see notes):		

## Overall Condition

Question	Response	Details
<p><b>SATISFACTORY</b>            No existing or potential dam safety deficiencies recognized. Safe performance is expected under all anticipated loading conditions, including such events as infrequent hydrologic and/or seismic events.</p> <p><b>FAIR</b>            No existing dam safety deficiencies are recognized for normal loading conditions. Infrequent hydrologic and/or seismic events would probably result in a dam safety deficiency.</p> <p><b>POOR</b>            A potential dam safety deficiency is clearly recognized for normal loading conditions. Immediate actions to resolve the deficiency are recommended; reservoir restrictions may be necessary until problem resolution.</p> <p><b>UNSATISFACTORY</b>            A dam safety deficiency exists for normal conditions. Immediate remedial action is required for problem resolution.</p>		
Overall Rating of Dam Condition	Fair	

# Media



Appendix 1



Appendix 2



Appendix 3



Appendix 4



Appendix 5



Appendix 6



Appendix 7



Appendix 8



Appendix 9



Appendix 10



Appendix 11

**From:** joni krejchi  
**Sent:** Wednesday, November 14, 2018 1:49 PM  
**To:** Kate Hall; Heather Skeens; James Kerns  
**Subject:** Re: Your resignation letter for A & C

Mayor Jim Brown  
11/13/18  
220 Clay St.  
Cedar Falls, Iowa 50613

Mr. Mayor,  
I wish to resign my position on the Cedar Falls Art and Culture Board. I have been on this board for over 12 years and have enjoyed having a voice on the board. I have informed the board members so that they can begin to think about a replacement.

Thank-you for allowing me the opportunity to serve my community. I believe in Cedar Falls and its people.

Respectfully,  
Joni Krejchi

**From:** Steve Schofield  
**Sent:** Monday, October 01, 2018 10:22 AM  
**To:** Kim Manning  
**Subject:** Re: FW: RESCHEDULED - CVSC Golf Outing

Kim:

I have actually resigned from UNI (today is my last day) and am in the process of moving to Des Moines. I will need to also resign from the board. I really enjoyed my time with this group and learned a lot along the way. Thanks for your leadership in Cedar Falls. It's a great place to live because of people like you!

All the best.

ss





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:** November 16, 2018  
**SUBJECT:** Appointments

I am recommending the following appointments:

<b>Name:</b>	<b>Board/Commission:</b>	<b>Term Ending:</b>
Kendra Wohlert	Art & Culture Board (replaces Joni Krejchi who resigned)	07/01/2021
Meridith Main	Historic Preservation Commission (fills vacancy)	03/31/2020

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: Kendra L. Wohler Gender: F Date: 11/4/18
Home Address: 1416 Madison St. CF Phone: (319) 883-6015
Work Address: - Phone: -
Email Address: kendrawohler@yahoo.com Cell: -
Employer: Not currently employed Position/Occupation: N/A
If Cedar Falls resident, length of residency: 1968-1987, 2006-present Ward: 4
NOMINEE FOR: Art and Culture 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.)

Please see attached sheets.

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

Please see attached sheets.

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

Please see attached sheets.

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.

None.

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



# City of Cedar Falls

## 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.**

The Arts have played a vital role in my life. I have a Master's degree in choral conducting and over 20 years' experience teaching Kindergarten-University levels. Visual art is also a passion of mine and I have lately returned to the exploration of my artistic side. At the Hearst Center I have enjoyed adult painting classes, children's art programs with my son, music recitals and concerts, art exhibits, and simply walking the beautiful garden. The Hearst Center plays a vital role for art and culture in Cedar Falls and I am grateful it is respected and supported by the community.

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

- Member of Cedar Valley Unitarian Universalist Board of Directors 2009-2011
- Friends of Hartman Reserve Board Member 2011-present
- Friends of Hartman Reserve Vice-President 2017-present

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

I have many years' experience creating, coordinating, and volunteering for fundraising/promotional events for the following organizations: Long Beach State University Choral Program, Bethlehem Lutheran Church, Costa Mesa Unitarian Universalist Church, Children's Chorale of Flagstaff, Northern Arizona University Choral Program, Unitarian Universalist Fellowship of Flagstaff, Cedar Falls High School Choral Program, Friends of Hartman Reserve, and Cedar Valley Unitarian Universalist. I have been successful in writing and receiving grants for the Children's Chorale of Flagstaff, Southdale Elementary, and Cedar Falls Elementary Schools Music Programs.

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

I believe my role on the board would be to work together with other board members in collaboration with the Cultural Programs Supervisor of the Hearst Center to continue the work of creating an arts and culture rich community. I plan to share my expertise in the field of music when called upon, my experience in fundraising events, and help implement vital arts programs at the Hearst Center and out into the community. I have strong personal and professional relationships throughout Cedar Falls and Waterloo and I am excited to bring together different organizations to collaborate on projects to benefit everyone in the community.

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

I love the Hearst Center and all of the programs and exhibits it has to offer. I also love the public art in Cedar Falls and look forward to seeing more in the future. One change I could possibly see is a more visible presence of the Hearst Center and its programs in the community. I believe collaborating with other organizations on community projects will help continue to strengthen the Hearst's visibility in the community.

  
Signature

  
Date

Cedar Falls Art and Culture Board Application  
Kendra Wohlert  
November 4, 2018

### Community Involvement

**Past:** Peace Corps, Lesotho, Africa 1999-2000 ~ Artistic Director of Flagstaff Children's Choral, Flagstaff, AZ 2001-2006 ~ Music Director at Unitarian Universalist Fellowship of Flagstaff, Flagstaff, AZ 2001-2006 ~ Founder and Director of Coconino Community College Choir, Flagstaff, AZ 2003-2005 ~ Founder of Hartman Reserve Nature Center Artist-In-Residence Program 2010 (Currently serve on selection committee) ~ Choral Director of Cedar Falls High School Choral Program 2006-2010 ~ Coordinated first and only Choral Exchange between Cedar Falls High School and East High School 2008 ~ CFHS community choral concerts including Christmas caroling at area assisted living communities and Jingle and Mingle downtown Cedar Falls 2006-2010 ~ Children's Religious Education Teacher, Cedar Valley Unitarian Universalists 2007-2011 ~ Artist in Cedar Falls Artapalooza 2011 ~ General and Vocal Music Teacher at Southdale Elementary School 2014-2018 ~ Co-Founded elementary drumming ensemble "Tiger Beats" with annual Cedar Falls Farmer's Market performances 2015-2018 ~ Elementary community performances and programs for Veteran's Day (Hy-Vee), Christmas Caroling (Jingle and Mingle with Downtown Main Street), National Anthem (Black Hawk Hockey and Waterloo Bucks Baseball games) 2014-2018 ~ Sturgis Falls Children's Choir 2014-2017 ~ Gold Star Teacher Award Ceremony Children's Choir Director 2017

**Present:** Cedar Falls Food Co-op member and volunteer 2014-present ~ Friends of Hartman Reserve Board member 2011-present (two year hiatus when we moved to Honduras) ~ Vice-President of Friends of Hartman Reserve Board 2017-present ~ Co-Founder and teacher of "Spirited Girl" Hartman Reserve camp for teenage girls in the Cedar Valley 2018 ~ Currently coordinating a performance event with Hartman Reserve Nature Center and the Cedar Falls Waterloo Symphony 2018

### Special Qualifications

As Artistic Director of the Children's Chorale of Flagstaff, I worked closely with the Board of Directors for six years ~ Member of several school and district wide committees ~ Cedar Valley Unitarian Universalist Board of Directors ~ Vice-President of Friends of Hartman Reserve Board ~ Attended CFNEIA Board Training 2018

### Reasons I'd like to be appointed and Contributions

As I enter into a new chapter in my life I am looking for opportunities to stay connected with my community as well as continue to promote my life-long passion and rich background of bringing art and music into each of our everyday lives. I have strong relationships and connections within the K-12 public school community, UNI and Hawkeye communities, and local businesses and non-profit organizations. I am open minded, a strong collaborator, and am good at bringing great ideas to life. I grew up in Cedar Falls and graduated from Cedar Falls High School in 1986. I

left Cedar Falls after high school, but my family and I moved back in 2006 to be near family after our son Henry was born. We have chosen to stay here for the excellent quality of life that this community offers. Investment in art and culture is one of the things that make this community a special place to live. I'd love to serve on the Art and Culture Board to be a part of continuing to make Cedar Falls the best place to live for my family and generations to come.

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: Meredith A Main Gender: F Date: 7/3/18
First MI Last

Home Address: 2311 Green Creek Rd CF 50613 Phone: \_\_\_\_\_

Work Address: 206 Main St, Ste B Cedar Falls Phone: 319-277-0213

Email Address: meredithmain@gmail.com Cell: 319-240-7971

Employer: Community Main Street Position/Occupation: Office Coordinator

If Cedar Falls resident, length of residency: 23 years Ward: 5

NOMINEE FOR: Historic Preservation Commission 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.)

Cedar Falls Historical Society Intern (2015) - Volunteer to date. Community Main Street Design and Business Improvement Committees (2017 - present)

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

I have a bachelor's degree in history and served as a fellow at the Minnesota Historical Society. Along with two positions within MNHS afterwards. Please see attached resume for more.

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

I studied and worked in the Public History and Community engagement field to educate and engage those to value the history around them. Moving back to CF I wanted to continue

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.

Not aware of any issues.

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

## Meridith A. Main

2311 Green Creek Rd, Cedar Falls, IA 50613 • 319-240-7971 • meridithmain@gmail.com

### EDUCATION

**Bachelor of Arts, Augsburg College**, Minneapolis, MN, Graduated: April 30th, 2016

Major: History, GPA: 3.34

Honors: Phi Alpha Theta-National History Honors Society, Initiated April 2015

### RECENT EXPERIENCE

**Office Coordinator**, Community Main Street, 30 hrs/wk

Cedar Falls, IA 07/2017-Present

- Scheduled and coordinated meetings for coworkers.
- Recorded, transcribed, and distributed minutes of meetings.
- Assisted in clerical issues and financials of Community Main Street
- Assisted and volunteered for events in the downtown district.
- Supervisor: Carol Lilly, Executive Director 319-277-0213

**Interpreter I**, Mill City Museum, Minnesota Historical Society, 25-30 hrs/wk

Minneapolis, MN 06/2016-05/2017

- Give tours and supply adequate information of Mill City Museum, riverfront, and Minneapolis to general public and school groups.
- Teach and conduct school programs/lessons at the museum.
- Greet museum visitors in a courteous, efficient and attentive manner.
- Supervisor: Sarah Coleman, Museum Supervisor 612-341-7494

**Administrative Assistant**, Minnesota Historical Society, 15-20 hrs/wk

Saint Paul, MN 05/2016- 05/2017

- Schedule and coordinate meetings for supervisors and directors.
- Recorded, transcribed and distributed minutes of meetings.
- Assisted in clerical issues and management of multiple capital projects.
- Balanced multiple tasks in a timely fashion for targeted completion dates.
- Supervisor: Ken Kornack, Capital Projects & Sustainability Manager 651-259-3490

**Student Admissions Worker Supervisor**, Augsburg College, 20 hrs/wk

Minneapolis, MN 10/2013-06/2016

- Entered and reviewed prospective student applications into database.
- Tracked inventory of admission supplies, flyers, and collegiate wear.
- Organized and maintained admission filing systems.
- Answered questions and directed fellow student workers.
- Supervisor: Keri VanOverschelde, Admissions Operations 612-330-1550

### OTHER EXPERIENCE

**Community Engagement Intern**, Minnesota Historical Society

Saint Paul, MN 01/2016-05/2016

**Diversity & Inclusion Fellow**, Minnesota Historical Society

Saint Paul, MN 08/2015-05/2016

### SKILLS

- Excellent attention to detail
- Works well independently and diligently
- Very cooperative in fluid situations
- Efficient in time management
- Experience with Microsoft and Google programs/applications



**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:** November 12, 2018  
**Re:** Special Event Related Requests

---

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

- (1) Street closures, Holiday Hoopla, November 23, 2018.



# MEMORANDUM

## CEDAR FALLS POLICE DEPARTMENT

REVISED: 12-03-2003

DATE: 10/12/18

TO: Director Olson and Assistant Chief Berte

FROM: Lt. Yates

SUBJECT: Holiday Hoopla - Santa Arrival

APPROVED

I have received a request from Kim Bear and Carol Lilly with Community Main Street for some road closures. This would be for Friday, November 23<sup>th</sup>, 2018. This will kick off the organization's Holiday Hoopla event. The request is for the following:

0800 – 4<sup>th</sup> Street closed from Main to the alley behind Craig's Vac Shop, and from Main to the alley beside the Maid Rite. This will need to be closed all day so the stage crew can come and get set up.

1500 – 300 and 400 Blocks of Main St. (from 3<sup>rd</sup> to 5<sup>th</sup>) needs to be closed for the Kick-Off program.

I will make contact with the Street Department, to get barricades dropped off at 3<sup>rd</sup>/Main, 4<sup>th</sup>/Main and 4<sup>th</sup>/alley, east and west sides for this event.

No Parking signs will need to be posted 48 hours in advance of the event. I will work with shift to get the signs made and posted.

Organizers are also requesting some assistance with traffic control when Santa arrives. He is scheduled to arrive between 1930-1945 hours and will lead the magical march down Main Street.

In addition to this, we will need to close the Hibbs Memorial Bridge, and the bike trail along Gateway Park from the bridge to just past the shelter, just before the fireworks display, and until the fireworks have concluded.



**CEDAR FALLS  
COMMUNITY  
MAIN STREET**

October 11, 2018

206 Main Street, Suite B  
Cedar Falls, IA 50613

Phone: 319-277-0213  
cmsinfo@cfu.net  
www.communitymainstreet.org

Chief Jeff Olson  
City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613

**2018-2019**

**Board of Directors:**

- Ty Kimble - chair
- Dan Lynch
- Crystal Ford
- Jess Marsh
- Audrey Dodd
- Matt Dunning
- Wynette Froehner
- Amy Mohr
- Clark Rickard
- LeaAnn Saul
- Stephanie Sheetz
- Julie Shimek
- Brad Strouse
- Pam Taylor
- Tony Tomlyanovich
- Dawn Wilson

Dear Chief Olson,

On behalf of Community Main Street and the Holiday Hoopla Committee, I am requesting the closure of several streets during the Holiday Hoopla Kick-Off on Friday November 23rd, 2018 in the Cedar Falls.

We request the closure of 4<sup>th</sup> Street from Main to the alley behind Craig's Vac Shop and from Main to the alley beside Maid Rite beginning at 8:00am on Friday November 23rd. This will need to be closed all day so that the stage crew can come and get things set up. We also request the closing of Main Street from 5th to 3rd Streets beginning at 4pm for the Kick-Off program. Santa will arrive between 7:30 - 7:45pm and will lead the "Magical March" down Main Street to the fireworks display in Gateway Park. We would also like to request the closure of the Hibbs Memorial Bridge just before and during the fireworks display. For public safety, we also request the closure of the bike trail along Gateway Park from the bridge to just past the shelter during the firework display.

We would also like to request that you post "No Parking from 8:00AM-10PM" signs on Main Street as well as 4th Street where the staging will take place in the hopes that we avoid any cars being towed.

We appreciate your consideration on this request. If you have any questions or concerns, please do not hesitate to give us a call.

Best regards,

Carol Lilly  
Director  
Community Main Street

Kim Bear  
Events and Promotions Coordinator  
Community Main Street





**Instructions on the reverse side**

For period (MM/DD/YYYY) 01 / 16 / 2019 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 Fareway Stores, Inc. #190  
Physical Location Address 4500 S Main Street City Cedar Falls ZIP 50613  
Mailing Address 4500 S Main Street City Cedar Falls State IA ZIP 50613  
Business Phone Number 515-433-5336

**Legal Ownership Information:**

Type of Ownership: Sole Proprietor  Partnership  Corporation  LLC  LLP   
Name of sole proprietor, partnership, corporation, LLC, or LLP Fareway Stores, Inc.  
Mailing Address PO Box 70 City Boone State IA ZIP 50036  
Phone Number 515-433-5336 Fax Number 515-433-4416 Email twilson@farewaystores.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) Garrett S. Pisklapp Name (please print) \_\_\_\_\_  
Signature Garrett S. Pisklapp Signature \_\_\_\_\_  
Date 11/06/18 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: \$50.00
- 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](mailto:iapledge@iowaabd.com)
- Fax: 515-281-7375

**Instructions on the reverse side**

For period (MM/DD/YYYY) 11/20/18 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 18 street City Cedar Falls ZIP 50613  
Mailing Address 1627 Kelly High DR City Cedar Falls State IA ZIP 50613  
Business Phone Number 319 266 6975

**Legal Ownership Information:**

Type of Ownership: Sole Proprietor  Partnership  Corporation  LLC  LLP   
Name of sole proprietor, partnership, corporation, LLC, or LLP Broadway Corporation  
Mailing Address 1627 Kelly High DR City Cedar Falls State IA ZIP 50613  
Phone Number 319 230 3367 Fax Number \_\_\_\_\_ Email Shahbazm123@gmail.com

**Retail Information:**

Types of Sales: Over-the-counter  Vending machine   
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) Muhammad Shahbaz Name (please print) \_\_\_\_\_  
Signature [Signature] Signature \_\_\_\_\_  
Date 11/06/18 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: \$ 75.00
- 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



**DEPARTMENT OF PUBLIC SAFETY SERVICES**

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

319-273-8612

**MEMORANDUM**

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**To:** Mayor Brown and City Councilmembers  
**From:** Jeff Olson, Public Safety Services Director/Chief of Police  
**Date:** November 15, 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. Hansen's Dairy, 123 East 18th Street, Class C beer & Class B native wine - renewal.
2. Famous Dave's, 6222 University Avenue, Class C liquor - renewal.
3. Fareway Store, 4500 South Main Street, Class E liquor - new.
4. Five Corners Liquor & Wine, 809 East 18th Street, Class E liquor - new.



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 Members

**FROM:** Paul Kockler, Accountant

**DATE:** November 15, 2018

**SUBJECT: Wellmark Blue Cross & Blue Shield July 2018  
Health Summary Plan Descriptions (SPDs)**

Attached are updated health Summary Plan Descriptions (SPDs) from Wellmark for FY2019 in compliance with current requirements for your approval.

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

Attachments

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

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

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

Group Effective Date: 7/1/2018  
Plan Year: July 1  
Coverage Code: USI





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

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

## **NOTICE**

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

Form Number: Wellmark SD Grp (TPA)

Group Effective Date: 7/1/2018  
Plan Year: July 1  
Print Date: 11/14/2018  
Coverage Code: USI  
Version: 01/18





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# About This Summary Plan Description

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## Important Information

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

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

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

## Charts

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

## Complete Information

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

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

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

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

## Read Thoroughly

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

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

## Plan Description

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

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

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

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

## Questions

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

---

# 1. What You Pay

---

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

## Provider Network

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

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

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

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

## Payment Summary

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

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

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\*Family amounts are reached from amounts accumulated on behalf of any combination of covered family members.

## Payment Details

### Deductible

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

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

Once you meet the deductible, then coinsurance applies.

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

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

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

### Coinsurance

Coinsurance is an amount you pay for certain covered services. Coinsurance is calculated by multiplying the fixed percentage(s) shown earlier in this section times Wellmark’s payment arrangement amount. Payment arrangements may differ depending on the contracting status of the provider and/or the state where you receive services. For details, see *How Coinsurance is Calculated*, page 43. Coinsurance amounts apply after you meet the deductible.

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

### Waived Payment Obligations

Some payment obligations are waived for the following covered services.

Covered Service	Payment Obligation Waived
Breast pumps (manual) purchased from a covered PPO or Participating home/durable medical equipment provider.	Deductible Coinsurance

### Out-of-Pocket Maximum

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

- Deductible.
- Coinsurance.

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

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

- Amounts representing any general exclusions and conditions. See *General Conditions of Coverage, Exclusions, and Limitations*, page 27.
- Difference in cost between the provider’s amount charged and our maximum allowable fee when you receive services from an Out-of-Network Provider.

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

### Benefits Maximums

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

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

Covered Service	Payment Obligation Waived
Breastfeeding support, supplies, and one-on-one lactation consultant services, including counseling and education, during pregnancy and/or the duration of breastfeeding when received from PPO or Participating providers.	Deductible Coinsurance
Contraceptive medical devices, such as intrauterine devices and diaphragms received from PPO or Participating providers.	Deductible Coinsurance
Implanted and injected contraceptives received from PPO or Participating providers.	Deductible Coinsurance
Medical evaluations and counseling for nicotine dependence per U.S. Preventive Services Task Force (USPSTF) guidelines when received from PPO or Participating providers.	Deductible Coinsurance
Newborn's initial hospitalization, when considered normal newborn care – practitioner services.	Deductible
Office and independent lab services received from PPO Providers. Some lab testing performed in the office may be sent to a provider that is not a PPO Provider for processing. When this happens, your deductible and coinsurance may apply.	Deductible
Postpartum home visits (two) when a mother and her baby are voluntarily discharged from the hospital within 48 hours of normal labor and delivery or within 96 hours of cesarean birth.**	Deductible Coinsurance
Preventive care, items, and services,* received from PPO or Participating providers, as follows: <ul style="list-style-type: none"> <li>■ Items or services with an “A” or “B” rating in the current recommendations of the United States Preventive Services Task Force (USPSTF);</li> <li>■ Immunizations as recommended by the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention;</li> <li>■ Preventive care and screenings for infants, children, and adolescents provided for in guidelines supported by the Health Resources and Services Administration (HRSA); and</li> <li>■ Preventive care and screenings for women provided for in guidelines supported by the HRSA.***</li> </ul>	Deductible Coinsurance
Prosthetic limb devices received from PPO Providers.	Deductible
Telehealth services‡ received from practitioners contracting through Doctor on Demand.	Deductible

Covered Service	Payment Obligation Waived
Urgent care center services received from PPO Providers.	Deductible
Voluntary sterilization for female members received from PPO or Participating providers.	Deductible Coinsurance
Well-child care.	Deductible

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

\*\*If you have a newborn child, but you do not add that child to your coverage, your newborn child may be added to your coverage solely for the purpose of administering the 48 or 96 hour mandated requirement. If that occurs, a separate deductible and coinsurance will be applied to your newborn child unless your coverage specifically waives the deductible or coinsurance for your newborn child.

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

‡You are only covered for telehealth services received from providers contracting through Doctor on Demand. Members can only access telehealth services through the Doctor on Demand mobile application or through [myWellmark.com](http://myWellmark.com).



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

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

The headings in this chart provide the following information:

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

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

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

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

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

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

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

Category	Covered	Not Covered	See Page	Benefits Maximum
<b>Physical Therapy</b>	●		21	
<b>Physicians and Practitioners</b>			21	
Advanced Registered Nurse Practitioners	●		21	
Audiologists	●		21	
Chiropractors	●		21	
Doctors of Osteopathy	●		22	
Licensed Independent Social Workers	●		22	
Medical Doctors	●		22	
Occupational Therapists	●		22	
Optometrists	●		22	
Oral Surgeons	●		22	
Physical Therapists	●		22	
Physician Assistants	●		22	
Podiatrists	●		22	
Psychologists	●		22	
Speech Pathologists	●		22	
<b>Prescription Drugs</b>	●		22	
<b>Preventive Care</b>	●		22	Well-child care until the child reaches age seven. One routine physical examination per benefit year. One routine mammogram per benefit year.
<b>Prosthetic Devices</b>	●		23	
<b>Reconstructive Surgery</b>	●		24	
<b>Self-Help Programs</b>		⊖	24	
<b>Sleep Apnea Treatment</b>	●		24	
<b>Social Adjustment</b>		⊖	24	
<b>Speech Therapy</b>	●		24	
<b>Surgery</b>	●		24	
<b>Telehealth Services</b>	●		24	
<b>Temporomandibular Joint Disorder (TMD)</b>	●		25	
<b>Transplants</b>	●		25	
<b>Travel or Lodging Costs</b>		⊖	25	
<b>Vision Services (related to an illness or injury)</b>	●		25	
<b>Wigs or Hairpieces</b>	●		25	One wig or hairpiece per lifetime.
<b>X-ray and Laboratory Services</b>	●		25	



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## 3. Details - Covered and Not Covered

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All covered services or supplies listed in this section are subject to the general contract provisions and limitations described in this summary plan description. Also see the section *General Conditions of Coverage, Exclusions, and Limitations*, page 27. If a service or supply is not specifically listed, do not assume it is covered.

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### Acupuncture Treatment

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

---

### Allergy Testing and Treatment

**Covered.**

---

### Ambulance Services

**Covered:** Professional emergency air and ground ambulance transportation to a hospital or nursing facility in the surrounding area where your ambulance transportation originates.

All of the following are required to qualify for benefits:

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

to be covered, all of the following must be met:

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

**Not Covered:** Professional non-emergency air or ground ambulance transport from a facility capable of treating your condition when performed primarily for your convenience or the convenience of your family, physician, or other health care provider.

---

### Anesthesia

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

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

---

### Autism Spectrum Disorder Treatment

**Covered:** Diagnosis and treatment of autism spectrum disorder and Applied Behavior Analysis services for the treatment of autism spectrum disorder for children age 18 and younger when Applied Behavior Analysis services are performed or supervised pursuant to an approved

treatment plan by a licensed physician or psychologist or a master's or doctoral degree holder certified by the National Behavior Analyst Certification Board with a designation of board certified behavior analyst. Autism spectrum disorder is a complex neurodevelopmental medical disorder characterized by social impairment, communication difficulties, and restricted, repetitive, and stereotyped patterns of behavior.

**Benefits Maximum:**

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

**Not Covered:**

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

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**Blood and Blood Administration**

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

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**Chemical Dependency Treatment**

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

**Licensed Substance Abuse Treatment Program.** Benefits are available for

chemical dependency treatment in the following settings:

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

**Not Covered:**

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

**See Also:**

*Hospitals and Facilities* later in this section.

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**Chemotherapy and Radiation Therapy**

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

---

**Clinical Trials – Routine Care Associated with Clinical Trials**

**Covered:** Medically necessary routine patient costs for items and services otherwise covered under this plan furnished in connection with participation in an approved clinical trial related to the treatment of cancer or other life-threatening diseases or conditions, when a covered member is referred by a PPO or

Participating provider based on the conclusion that the member is eligible to participate in an approved clinical trial according to the trial protocol or the member provides medical and scientific information establishing that the member's participation in the clinical trial would be appropriate according to the trial protocol.

**Not Covered:**

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

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**Contraceptives**

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

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

**Not Covered:**

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

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

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**Cosmetic Services**

**Not Covered:** Cosmetic services, supplies, or drugs if provided primarily to improve physical appearance. A service, supply or drug that results in an incidental improvement in appearance may be covered

if it is provided primarily to restore function lost or impaired as the result of an illness, accidental injury, or a birth defect. You are also not covered for treatment for any complications resulting from a noncovered cosmetic procedure.

**See Also:**

*Reconstructive Surgery* later in this section.

---

**Counseling and Education Services**

**Not Covered:**

- Bereavement counseling or services (including volunteers or clergy), family counseling or training services, marriage counseling or training services, and community-based services.
- Education or educational therapy other than covered lactation consultant services or education for self-management of diabetes.

**See Also:**

*Genetic Testing* later in this section.

*Education Services for Diabetes* later in this section.

*Mental Health Services* later in this section.

*Preventive Care* later in this section.

---

**Dental Services**

**Covered:**

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

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

**Not Covered:**

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

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

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**Dialysis**

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

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**Education Services for Diabetes**

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

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

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

**Benefits Maximum:**

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

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**Emergency Services**

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

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



- Serious dysfunction of any bodily organ or part.

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

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

**See Also:**

*Out-of-Network Providers*, page 44.

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## Fertility and Infertility Services

**Covered:**

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

**Benefits Maximum:**

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

**Not Covered:**

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

**See Also:**

*Prescription Drugs* later in this section.

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## Genetic Testing

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

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

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## Hearing Services

**Covered:**

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

**Not Covered:**

- Hearing aids.
- Routine hearing examinations.

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## Home Health Services

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

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

The following are covered services and supplies:

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

**Short-Term Home Skilled**

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

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

The daily benefit for short-term home skilled nursing services will not exceed Wellmark’s daily maximum allowable fee for care in a skilled nursing facility. Custodial care is not included in this benefit.

**Inhalation Therapy.**

**Medical Equipment.**

**Medical Social Services.**

**Medical Supplies.**

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

**Oxygen and Equipment** for its administration.

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

**Physical Therapy.**

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

**Prosthetic Devices and Braces.**

**Speech Therapy.**

**Not Covered:**

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

---

**Home/Durable Medical Equipment**

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

- Durable enough to withstand repeated use.
- Primarily and customarily manufactured to serve a medical purpose.
- Used to serve a medical purpose.

In addition, we determine whether to pay the rental amount or the purchase price amount for an item, and we determine the length of any rental term. Benefits will never exceed the lesser of the amount charged or the maximum allowable fee.

**See Also:**

*Medical and Surgical Supplies* later in this section.

*Orthotics* later in this section.

*Personal Convenience Items* in the section *General Conditions of Coverage, Exclusions, and Limitations*, page 29.

*Prosthetic Devices* later in this section.

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## Hospice Services

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

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

### Benefits Maximum:

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

---

## Hospitals and Facilities

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

**Ambulatory Surgical Facility.** This type of facility provides surgical services on an outpatient basis for patients who do not need to occupy an inpatient hospital bed.

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

**Community Mental Health Center.** This type of facility provides treatment of mental health conditions and must be

licensed as a community mental health center under applicable law.

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

**Nursing Facility.** This type of facility provides continuous skilled nursing services as ordered and certified by your attending physician on an inpatient basis. The facility must be licensed as a nursing facility under applicable law.

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

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

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

### Not Covered:

- Long Term Acute Care Facility.

### See Also:

*Chemical Dependency Treatment* earlier in this section.

*Mental Health Services* later in this section.

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## Illness or Injury Services

**Covered:** Services or supplies used to treat any bodily disorder, bodily injury, disease, or mental health condition unless specifically addressed elsewhere in this

section. This includes pregnancy and complications of pregnancy.

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

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

**Not Covered:**

- Long term acute care services typically provided by a long term acute care facility.

### Inhalation Therapy

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

### Maternity Services

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

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

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

A practitioner is not required to seek Wellmark’s review in order to prescribe a length of stay of less than 48 or 96 hours.

The attending practitioner, in consultation with the mother, may discharge the mother or newborn prior to 48 or 96 hours, as applicable.

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

If you have a newborn child, but you do not add that child to your coverage, your newborn child may be added to your coverage solely for the purpose of administering the 48 or 96 hour mandated requirement. If that occurs, a separate deductible and coinsurance will be applied to your newborn child unless your coverage specifically waives the deductible or coinsurance for your newborn child.

**See Also:**

*Coverage Change Events*, page 51.

### Medical and Surgical Supplies

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

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

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

- Air conditioners.
- Band-aids, gauze, bandages, tape, non-sterile gloves, thermometers, heating pads, cooling devices, cold packs, heating devices, hot water bottles, home enema equipment, sterile water, bed boards, alcohol wipes, or incontinence products.

- Elastic stockings or bandages including trusses, lumbar braces, garter belts, and similar items that can be purchased without a prescription.
- Escalators, elevators, ramps, stair glides, emergency/alert equipment, handrails, heat appliances, improvements made to a member's house or place of business, or adjustments made to vehicles.
- Household supplies including, but not limited to: deluxe equipment, such as motor-driven chairs or bed, electric stair chairs or elevator chairs, or sitz bath.
- Rental or purchase of equipment if you are in a facility which provides such equipment.
- Rental or purchase of exercise cycles, physical fitness, exercise and massage equipment, ultraviolet/tanning equipment, or traction devices.
- Water purifiers, hypo-allergenic pillows, mattresses or waterbeds, whirlpool, spa, air purifiers, humidifiers, or dehumidifiers.

**See Also:**

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

*Orthotics* later in this section.

*Personal Convenience Items* in the section *General Conditions of Coverage, Exclusions, and Limitations*, page 29.

*Prosthetic Devices* later in this section.

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## Mental Health Services

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

Coverage includes diagnosis and treatment of these biologically based mental illnesses:

- Schizophrenia.
- Bipolar disorders.
- Major depressive disorders.

- Schizo-affective disorders.
- Obsessive-compulsive disorders.
- Pervasive developmental disorders.
- Autistic disorders.

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

- The disorder is classified as a mental health condition in the *Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition* (DSM-V) or subsequent revisions.
- The disorder is listed only as a mental health condition and not dually listed elsewhere in the most current version of *International Classification of Diseases, Clinical Modification* used for diagnosis coding.
- The disorder is not a chemical dependency condition.
- The disorder is a behavioral or psychological condition not attributable to a mental disorder that is the focus of professional attention or treatment, but only to the extent services for such conditions are otherwise considered covered under your medical benefits.

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

- Treatment provided in an office visit, or outpatient setting;
- Treatment provided in an intensive outpatient setting;
- For partial hospitalization treatment in an outpatient setting;
- Care provided in a clinically managed low intensity residential treatment setting, also known as supervised living;
- Care provided in a clinically managed high intensity residential treatment setting;
- Psychiatric observation;
- Care provided in a psychiatric residential crisis program;

- Care provided in a medically monitored intensive inpatient setting; and
- For inpatient, medically managed acute care for patients whose condition requires the resources of an acute care general hospital or a medically managed inpatient treatment program.

**Not Covered:** Treatment for:

- Gender identity disorders. You are not covered for management, consultation, counseling, or surgical services for gender dysphoria (i.e., gender identity disorders).
- Certain disorders related to early childhood, such as academic underachievement disorder.
- Communication disorders, such as stuttering and stammering.
- Impulse control disorders.
- Conditions that are not pervasive developmental and learning disorders.
- Sensitivity, shyness, and social withdrawal disorders.
- Sexual disorders.
- Recreational activities or therapy, social activities, meals, excursions or other activities not considered clinical treatment, while participating in substance abuse treatment programs.

**See Also:**

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

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## Morbid Obesity Treatment

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

**Not Covered:**

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

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## Motor Vehicles

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

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## Musculoskeletal Treatment

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

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## Nonmedical or Administrative Services

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

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## Nutritional and Dietary Supplements

**Covered:**

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

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

- Herbal products.
- Fish oil products.
- Minerals.
- Supplementary vitamin preparations.

- Multivitamins.

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## Occupational Therapy

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

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

**Not Covered:**

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

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## Orthotics

**Covered:** Orthotics training.

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

**See Also:**

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

*Personal Convenience Items* in the section *General Conditions of Coverage, Exclusions, and Limitations*, page 29.

*Prosthetic Devices* later in this section.

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## Physical Therapy

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

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

**Not Covered:**

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

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## Physicians and Practitioners

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

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

**Audiologists.**

**Chiropractors.**

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

**Licensed Independent Social Workers.**

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

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

**Optometrists.**

**Oral Surgeons.**

**Physical Therapists.**

**Physician Assistants.**

**Podiatrists.**

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

**Speech Pathologists.**

**See Also:**

*Choosing a Provider*, page 31.

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**Prescription Drugs**

**Covered:**

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

Prescription drugs and medicines covered under your medical benefits include:

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

**Infertility Prescription Drugs.**

**Intravenous Administration.**

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

**Not Covered:**

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

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

**See Also:**

*Contraceptives* earlier in this section.

*Medical and Surgical Supplies* earlier in this section.

*Notification Requirements and Care Coordination*, page 37.

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**Preventive Care**

**Covered:** Preventive care such as:

- Breastfeeding support, supplies, and one-on-one lactation consultant services, including counseling and education, provided during pregnancy and/or the duration of breastfeeding received from a provider acting within the scope of their licensure or certification under state law.
- Colonoscopies.
- Digital breast tomosynthesis (3D mammogram).
- Gynecological examinations.
- Mammograms.
- Medical evaluations and counseling for nicotine dependence per U.S. Preventive Services Task Force (USPSTF) guidelines.
- Pap smears.
- Physical examinations.



- Preventive items and services including, but not limited to:
  - Items or services with an “A” or “B” rating in the current recommendations of the United States Preventive Services Task Force (USPSTF);
  - Immunizations as recommended by the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention (ACIP);
  - Preventive care and screenings for infants, children and adolescents provided for in the guidelines supported by the Health Resources and Services Administration (HRSA); and
  - Preventive care and screenings for women provided for in guidelines supported by the HRSA.
- Routine foot care related to the treatment of a metabolic, neurological, or peripheral vascular disease.
- Well-child care including age-appropriate pediatric preventive services, as defined by current recommendations for Preventive Pediatric Health Care of the American Academy of Pediatrics. Pediatric preventive services shall include, at minimum, a history and complete physical examination as well as developmental assessment, anticipatory guidance, immunizations, and laboratory services including, but not limited to, screening for lead exposure as well as blood levels.

**Benefits Maximum:**

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

**Please note:** Physical examination limits do not include items or services with an “A” or “B” rating in the current

recommendations of the USPSTF, immunizations as recommended by ACIP, and preventive care and screening guidelines supported by the HRSA, as described under *Covered*.

**Not Covered:**

- Routine foot care, including related services or supplies, except as described under *Covered*.
- Periodic physicals or health examinations, screening procedures, or immunizations performed solely for school, sports, employment, insurance, licensing, or travel, or other administrative purposes.
- Group lactation consultant services.

**See Also:**

*Hearing Services* earlier in this section.

*Vision Services* later in this section.

**Prosthetic Devices**

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

Also covered are braces, which are rigid or semi-rigid devices commonly used to support a weak or deformed body part or to restrict or eliminate motion in a diseased or injured part of the body. Braces do not include elastic stockings, elastic bandages, garter belts, arch supports, orthodontic devices, or other similar items.

**Not Covered:**

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

**See Also:**

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

*Medical and Surgical Supplies* earlier in this section.

*Orthotics* earlier in this section.

*Personal Convenience Items* in the section *General Conditions of Coverage, Exclusions, and Limitations*, page 29.

## Reconstructive Surgery

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

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

**See Also:**

*Cosmetic Services* earlier in this section.

## Self-Help Programs

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

## Sleep Apnea Treatment

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

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

## Social Adjustment

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

## Speech Therapy

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

**Not Covered:**

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

## Surgery

**Covered.** This includes the following:

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

**Not Covered:** Gender reassignment surgery.

**See Also:**

*Dental Services* earlier in this section.

*Reconstructive Surgery* earlier in this section.

## Telehealth Services

**Covered:** Covered medical services, including mental health services, delivered to you by a provider contracting through Doctor on Demand via interactive audio-visual technology or web-based mobile device or similar electronic-based communication network.

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

**Not Covered:** Telehealth services delivered by a provider who is not a contracting provider through Doctor on Demand.

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## Temporomandibular Joint Disorder (TMD)

### Covered.

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

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## Transplants

### Covered:

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

Transplants are subject to case management.

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

### Not Covered:

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

### See Also:

*Case Management*, page 41.

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## Travel or Lodging Costs

### Not Covered.

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## Vision Services

### Covered:

- Vision examinations but only when related to an illness or injury.
- Eyeglasses or contact lenses, but only when prescribed as the result of cataract extraction.

### Not Covered:

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

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## Wigs or Hairpieces

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

### Benefits Maximum:

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

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## X-ray and Laboratory Services

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

### See Also:

*Preventive Care* earlier in this section.



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

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

### Conditions of Coverage

#### Medically Necessary

A key general condition in order for you to receive benefits is that the service, supply, device, or drug must be medically necessary. Even a service, supply, device, or drug listed as otherwise covered in *Details - Covered and Not Covered* may be excluded if it is not medically necessary in the circumstances. Unless otherwise required by law, Wellmark determines whether a service, supply, device, or drug is medically necessary, and that decision is final and conclusive. Even though a provider may recommend a service or supply, it may not be medically necessary.

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

- Provided in accordance with generally accepted standards of medical practice. Generally accepted standards of medical practice are based on:
  - Credible scientific evidence published in peer-reviewed medical literature generally recognized by the relevant medical community;
  - Physician Specialty Society recommendations and the views of physicians practicing in the relevant clinical area; and
  - Any other relevant factors.
- Clinically appropriate in terms of type, frequency, extent, site and duration, and

considered effective for the patient's illness, injury or disease.

- Not provided primarily for the convenience of the patient, physician, or other health care provider, and not more costly than an alternative service or sequence of services at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of the illness, injury or disease.

An alternative service, supply, device, or drug may meet the criteria of medical necessity for a specific condition. If alternatives are substantially equal in clinical effectiveness and use similar therapeutic agents or regimens, we reserve the right to approve the least costly alternative.

If you receive services that are not medically necessary, you are responsible for the cost if:

- You receive the services from an Out-of-Network Provider; or
- You receive the services from a PPO or Participating provider in the Wellmark service area and:
  - The provider informs you in writing before rendering the services that Wellmark determined the services to be not medically necessary; and
  - The provider gives you a written estimate of the cost for such services and you agree in writing, before receiving the services, to assume the payment responsibility.

If you do not receive such a written notice, and do not agree in writing to assume the payment responsibility for services that Wellmark determined are not medically necessary, the PPO or Participating provider is responsible for these amounts.

- You are also responsible for the cost if you receive services from a provider outside of the Wellmark service area that Wellmark determines to be not medically necessary. This is true even if the provider does not give you any written notice before the services are rendered.

### Member Eligibility

Another general condition of coverage is that the person who receives services must meet requirements for member eligibility. See *Coverage Eligibility and Effective Date*, page 47.

### General Exclusions

Even if a service, supply, device, or drug is listed as otherwise covered in *Details - Covered and Not Covered*, it is not eligible for benefits if any of the following general exclusions apply.

#### Investigational or Experimental

You are not covered for a service, supply, device, biological product, or drug that is investigational or experimental. You are also not covered for any care or treatments related to the use of a service, supply, device, biological product, or drug that is investigational or experimental. A treatment is considered investigational or experimental when it has progressed to limited human application but has not achieved recognition as being proven effective in clinical medicine.

To determine investigational or experimental status, we may refer to the technical criteria established by the Blue Cross Blue Shield Association, including whether a service, supply, device, biological product, or drug meets these criteria:

- It has final approval from the appropriate governmental regulatory bodies.
- The scientific evidence must permit conclusions concerning its effect on health outcomes.
- It improves the net health outcome.

- It is as beneficial as any established alternatives.
- The health improvement is attainable outside the investigational setting.

These criteria are considered by the Blue Cross Blue Shield Association's Medical Advisory Panel for consideration by all Blue Cross and Blue Shield member organizations. While we may rely on these criteria, the final decision remains at the discretion of our Medical Director, whose decision may include reference to, but is not controlled by, policies or decisions of other Blue Cross and Blue Shield member organizations. You may access our medical policies, with supporting information and selected medical references for a specific service, supply, device, biological product, or drug through our website, [Wellmark.com](http://Wellmark.com).

If you receive services that are investigational or experimental, you are responsible for the cost if:

- You receive the services from an Out-of-Network Provider; or
- You receive the services from a PPO or Participating provider in the Wellmark service area and:
  - The provider informs you in writing before rendering the services that Wellmark determined the services to be investigational or experimental; and
  - The provider gives you a written estimate of the cost for such services and you agree in writing, before receiving the services, to assume the payment responsibility.

If you do not receive such a written notice, and do not agree in writing to assume the payment responsibility for services that Wellmark determined to be investigational or experimental, the PPO or Participating provider is responsible for these amounts.

- You are also responsible for the cost if you receive services from a provider outside of the Wellmark service area

that Wellmark determines to be investigational or experimental. This is true even if the provider does not give you any written notice before the services are rendered.

**See Also:**

*Clinical Trials*, page 12.

**Complications of a Noncovered Service**

You are not covered for a complication resulting from a noncovered service, supply, device, or drug. However, this exclusion does not apply to the treatment of complications resulting from:

- Smallpox vaccinations when payment for such treatment is not available through workers' compensation or government-sponsored programs; or
- A noncovered abortion.

**Nonmedical or Administrative Services**

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

**Personal Convenience Items**

You are not covered for items used for your personal convenience, such as:

- Items not primarily and customarily manufactured to serve a medical purpose or which can be used in the absence of illness or injury (including, but not limited to, air conditioners, dehumidifiers, ramps, home remodeling, hot tubs, swimming pools); or
- Items that do not serve a medical purpose or are not needed to serve a medical purpose.

**Provider Is Family Member**

You are not covered for a service or supply received from a provider who is in your immediate family (which includes yourself, parent, child, or spouse or domestic partner).

**Covered by Other Programs or Laws**

You are not covered for a service, supply, device, or drug if:

- Someone else has the legal obligation to pay for services or without this group health plan, you would not be charged.
- You require services or supplies for an illness or injury sustained while on active military status.

**Workers' Compensation**

You are not covered for services or supplies that are compensated under workers' compensation laws, including services or supplies applied toward satisfaction of any deductible under your employer's workers' compensation coverage. You are also not covered for any services or supplies that could have been compensated under workers' compensation laws if you had complied with the legal requirements relating to notice of injury, timely filing of claims, and medical treatment authorization.

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

**Benefit Limitations**

Benefit limitations refer to amounts for which you are responsible under this group health plan. These amounts are not credited toward your out-of-pocket maximum. In addition to the exclusions and conditions described earlier, the following are examples of benefit limitations under this group health plan:

- A service or supply that is not covered under this group health plan is your responsibility.

- If a covered service or supply reaches a benefit maximum, it is no longer eligible for benefits. (A maximum may renew at the next benefit year.) See *Details – Covered and Not Covered*, page 11.
- If you receive benefits that reach a lifetime benefits maximum applicable to any specific service, then you are no longer eligible for benefits for that service under this group health plan. See *Benefits Maximums*, page 4, and *At a Glance–Covered and Not Covered*, page 7.
- If you do not obtain precertification for certain medical services, benefits can be reduced or denied. You are responsible for benefit reductions if you receive the services from an Out-of-Network Provider. You are responsible for benefit denials only if you are responsible (not your provider) for notification. A PPO Provider in Iowa or South Dakota will handle notification requirements for you. If you see a PPO Provider outside Iowa or South Dakota, you are responsible for notification requirements. See *Notification Requirements and Care Coordination*, page 37.
- If you do not obtain prior approval for certain medical services, benefits will be denied on the basis that you did not obtain prior approval. Upon receiving an Explanation of Benefits (EOB) indicating a denial of benefits for failure to request prior approval, you will have the opportunity to appeal (see the *Appeals* section) and provide us with medical information for our consideration in determining whether the services were medically necessary and a benefit under your medical benefits. Upon review, if we determine the service was medically necessary and a benefit under your medical benefits, benefits for that service will be provided according to the terms of your medical benefits.  
You are responsible for these benefit denials only if you are responsible (not your provider) for notification. A PPO Provider in Iowa or South Dakota will handle notification requirements for you. If you see a PPO Provider outside Iowa or South Dakota, you are responsible for notification requirements. See *Notification Requirements and Care Coordination*, page 37.
- The type of provider you choose can affect your benefits and what you pay. See *Choosing a Provider*, page 31, and *Factors Affecting What You Pay*, page 43. Examples of charges that depend on the type of provider include but are not limited to:
  - Any difference between the provider’s amount charged and our amount paid is your responsibility if you receive services from an Out-of-Network Provider.



## 5. Choosing a Provider

### Provider Network

Under the medical benefits of this plan, your network of providers consists of PPO and Participating providers. All other providers are Out-of-Network Providers.

Your medical benefits are called Alliance Select.

It relies on a preferred provider organization (PPO) network, which consists of providers that participate directly with the Wellmark Blue PPO network and providers that participate with other Blue Cross and/or Blue Shield preferred provider organizations (PPOs). These PPO Providers offer services to members of contracting medical benefits plans at a reduced cost, which usually results in the least expense for you.

Non-PPO providers are either Participating or Out-of-Network. If you are unable to utilize a PPO Provider, it is usually to your advantage to visit what we call a *Participating Provider*. Participating Providers participate with a Blue Cross and/or Blue Shield Plan in another state or service area, but not with a PPO.

Other providers are considered Out-of-Network, and you will usually pay the most for services you receive from them.

See *What You Pay*, page 3 and *Factors Affecting What You Pay*, page 43.

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

Providers are independent contractors and are not agents or employees of Wellmark

Blue Cross and Blue Shield of Iowa. For types of providers that may be covered under your medical benefits, see *Hospitals and Facilities*, page 17 and *Physicians and Practitioners*, page 21.

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

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

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

Pharmacies that contract with our pharmacy benefits manager are considered Participating Providers. Pharmacies that do not contract with our pharmacy benefits manager are considered Out-of-Network Providers. To determine if a pharmacy contracts with our pharmacy benefits manager, the pharmacist should call the Pharmacist Helpline number on the back of your ID card.

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

\*If you visit a PPO Provider outside the Wellmark service area, you are responsible for notification requirements. See *Services Outside the Wellmark Service Area* later in this section.

## Services Outside the Wellmark Service Area

### BlueCard Program

This program ensures that members of any Blue Plan have access to the advantages of PPO Providers throughout the United States. Participating Providers have a contractual agreement with the Blue Cross or Blue Shield Plan in their home state (“Host Blue”). The Host Blue is responsible for contracting with and generally handling all interactions with its Participating Providers.

The BlueCard Program is one of the advantages of your coverage with Wellmark Blue Cross and Blue Shield. It provides conveniences and benefits outside the Wellmark service area similar to those you would have within our service area when you obtain covered medical services from a PPO Provider. Always carry your ID card (or BlueCard) and present it to your provider when you receive care. Information on it, especially the ID number, is required to process your claims correctly.

PPO Providers may not be available in some states. In this case, when you receive covered services from a non-PPO provider (i.e., a Participating or Out-of-Network provider), you will receive many of the same advantages as when you receive covered services from a PPO Provider. However,

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

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

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

- Claims are filed for you.
- These providers agree to accept payment arrangements or negotiated prices of the Blue Cross and/or Blue Shield Plan with which the provider contracts. These payment arrangements may result in savings.
- The group health plan payment is sent directly to the providers.

Typically, when you receive covered services from PPO or Participating providers outside the Wellmark service area, you are responsible for notification requirements. See *Notification Requirements and Care Coordination*, page 37. However, if you are admitted to a BlueCard facility outside the Wellmark service area, any PPO or Participating provider should handle notification requirements for you.

We have a variety of relationships with other Blue Cross and/or Blue Shield Licensees. Generally, these relationships are called “Inter-Plan Arrangements.” These Inter-Plan Arrangements work based on rules and procedures issued by the Blue Cross Blue Shield Association (“Association”). Whenever you access healthcare services outside the Wellmark service area, the claim for those services may be processed through one of these Inter-Plan Arrangements. The Inter-Plan Arrangements are described in the following paragraphs.

When you receive care outside of our service area, you will receive it from one of two kinds of providers. Most providers (“Participating Providers”) contract with the local Blue Cross and/or Blue Shield Plan in that geographic area (“Host Blue”). Some providers (“Out-of-Network Providers”) don’t contract with the Host Blue. In the following paragraphs we explain how we pay both kinds of providers.

**Inter-Plan Arrangements Eligibility – Claim Types**

All claim types are eligible to be processed through Inter-Plan Arrangements, as described previously, except for all dental care benefits (except when paid as medical benefits), and those prescription drug benefits or vision care benefits that may be administered by a third party contracted by us to provide the specific service or services.

**BlueCard® Program**

Under the BlueCard® Program, when you receive covered services within the geographic area served by a Host Blue, we will remain responsible for doing what we agreed to in the contract. However, the Host Blue is responsible for contracting with and generally handling all interactions with its Participating Providers.

When you receive covered services outside Wellmark’s service area and the claim is processed through the BlueCard Program, the amount you pay for covered services is calculated based on the lower of:

- The billed charges for covered services; or
- The negotiated price that the Host Blue makes available to us.

Often, this “negotiated price” will be a simple discount that reflects an actual price that the Host Blue pays to your healthcare provider. Sometimes, it is an estimated price that takes into account special arrangements with your healthcare provider or provider group that may include types of settlements, incentive payments and/or other credits or charges. Occasionally, it may be an average price, based on a discount that results in expected average savings for similar types of healthcare providers after taking into account the same types of transactions as with an estimated price.

Estimated pricing and average pricing also take into account adjustments to correct for over- or underestimation of modifications of past pricing of claims, as noted previously. However, such adjustments will not affect the price we have used for your claim because they will not be applied after a claim has already been paid.

**Inter-Plan Programs: Federal/State Taxes/Surcharges/Fees**

Federal or state laws or regulations may require a surcharge, tax, or other fee that applies to insured accounts. If applicable, we will include any such surcharge, tax, or other fee as part of the claim charge passed on to you.

**Out-of-Network Providers Outside the Wellmark Service Area**

**Your Liability Calculation.** When covered services are provided outside of our service area by Out-of-Network Providers, the amount you pay for such services will normally be based on either the Host Blue’s Out-of-Network Provider local payment or the pricing arrangements required by applicable state law. In these situations, you may be responsible for the difference between the amount that the Out-of-Network Provider bills and the payment we

will make for the covered services as set forth in this SPD. Federal or state law, as applicable, will govern payments for Out-of-Network emergency services.

In certain situations, we may use other payment methods, such as billed charges for covered services, the payment we would make if the healthcare services had been obtained within our service area, or a special negotiated payment to determine the amount we will pay for services provided by Out-of-Network Providers. In these situations, you may be liable for the difference between the amount that the Out-of-Network Provider bills and the payment we will make for the covered services as set forth in this SPD.

### **Care in a Foreign Country**

For covered services you receive in a country other than the United States, payment level assumes the provider category is Out-of-Network except for services received from providers that participate with Blue Cross Blue Shield Global Core.

### **Blue Cross Blue Shield Global™ Core Program**

If you are outside the United States, the Commonwealth of Puerto Rico, and the U.S. Virgin Islands (hereinafter “BlueCard service area”), you may be able to take advantage of the Blue Cross Blue Shield Global Core Program when accessing covered services. The Blue Cross Blue Shield Global Core Program is unlike the BlueCard Program available in the BlueCard service area in certain ways. For instance, although the Blue Cross Blue Shield Global Core Program assists you with accessing a network of inpatient, outpatient, and professional providers, the network is not served by a Host Blue. As such, when you receive care from providers outside the BlueCard service area, you will typically have to pay the providers and submit the claims yourself to obtain reimbursement for these services.

If you need medical assistance services (including locating a doctor or hospital) outside the BlueCard service area, you should call the Blue Cross Blue Shield Global Core Service Center at **800-810-BLUE** (2583) or call collect at **804-673-1177**, 24 hours a day, seven days a week. An assistance coordinator, working with a medical professional, can arrange a physician appointment or hospitalization, if necessary.

**Inpatient Services.** In most cases, if you contact the Blue Cross Blue Shield Global Core Service Center for assistance, hospitals will not require you to pay for covered inpatient services, except for your deductibles, coinsurance, etc. In such cases, the hospital will submit your claims to the Blue Cross Blue Shield Global Core Service Center to begin claims processing. However, if you paid in full at the time of service, you must submit a claim to receive reimbursement for covered services. **You must contact us to obtain precertification for non-emergency inpatient services.**

**Outpatient Services.** Physicians, urgent care centers and other outpatient providers located outside the BlueCard service area will typically require you to pay in full at the time of service. You must submit a claim to obtain reimbursement for covered services. See *Claims*, page 63.

### **Submitting a Blue Cross Blue Shield Global Core Claim**

When you pay for covered services outside the BlueCard service area, you must submit a claim to obtain reimbursement. For institutional and professional claims, you should complete a Blue Cross Blue Shield Global Core International claim form and send the claim form with the provider’s itemized bill(s) to the Blue Cross Blue Shield Global Core Service Center (the address is on the form) to initiate claims processing. Following the instructions on the claim form will help ensure timely processing of your claim. The claim form is available from us, the Blue Cross Blue Shield Global Core

Service Center or online at [www.bcbsglobalcore.com](http://www.bcbsglobalcore.com). If you need assistance with your claim submission, you should call the Blue Cross Blue Shield Global Core Service Center at **800-810-BLUE** (2583) or call collect at **804-673-1177**, 24 hours a day, seven days a week.

Whenever possible, before receiving services outside the Wellmark service area, you should ask the provider if he or she participates with a Blue Cross and/or Blue Shield Plan in that state. To locate PPO Providers in any state, call **800-810-BLUE**, or visit [www.bcbs.com](http://www.bcbs.com).

Iowa and South Dakota comprise the Wellmark service area.

**Laboratory services.** You may have laboratory specimens or samples collected by a PPO Provider and those laboratory specimens may be sent to another laboratory services provider for processing or testing. If that laboratory services provider does not have a contractual relationship with the Blue Plan where the specimen was drawn,\* that provider will be considered an Out-of-Network Provider and you will be responsible for any applicable Out-of-Network Provider payment obligations and you may also be responsible for any difference between the amount charged and our amount paid for the covered service.

\*Where the specimen is drawn will be determined by which state the referring provider is located.

**Home/durable medical equipment.** If you purchase or rent home/durable medical equipment from a provider that does not have a contractual relationship with the Blue Plan where you purchased or rented the equipment, that provider will be considered an Out-of-Network Provider and you will be responsible for any applicable Out-of-Network Provider payment obligations and you may also be responsible for any difference between the amount charged and our amount paid for the covered service.

If you purchase or rent home/durable medical equipment and have that equipment shipped to a service area of a Blue Plan that does not have a contractual relationship with the home/durable medical equipment provider, that provider will be considered Out-of-Network and you will be responsible for any applicable Out-of-Network Provider payment obligations and you may also be responsible for any difference between the amount charged and our amount paid for the covered service. This includes situations where you purchase or rent home/durable medical equipment and have the equipment shipped to you in Wellmark's service area, when Wellmark does not have a contractual relationship with the home/durable medical equipment provider.

**Prosthetic devices.** If you purchase prosthetic devices from a provider that does not have a contractual relationship with the Blue Plan where you purchased the prosthetic devices, that provider will be considered an Out-of-Network Provider and you will be responsible for any applicable Out-of-Network Provider payment obligations and you may also be responsible for any difference between the amount charged and our amount paid for the covered service.

If you purchase prosthetic devices and have that equipment shipped to a service area of a Blue Plan that does not have a contractual relationship with the provider, that provider will be considered Out-of-Network and you will be responsible for any applicable Out-of-Network Provider payment obligations and you may also be responsible for any difference between the amount charged and our amount paid for the covered service. This includes situations where you purchase prosthetic devices and have them shipped to you in Wellmark's service area, when Wellmark does not have a contractual relationship with the provider.

**Talk to your provider.** Whenever possible, before receiving laboratory services, home/durable medical equipment,

or prosthetic devices, ask your provider to utilize a provider that has a contractual arrangement with the Blue Plan where you received services, purchased or rented equipment, or shipped equipment, or ask your provider to utilize a provider that has a contractual arrangement with Wellmark.

To determine if a provider has a contractual arrangement with a particular Blue Plan or with Wellmark, call the Customer Service number on your ID card or visit our website, *Wellmark.com*.

See *Out-of-Network Providers*, page 44.

# 6. Notification Requirements and Care Coordination

Many services require a notification to us or a review by us. If you do not follow notification requirements properly, you may have to pay for services yourself, so the information in this section is critical. For a complete list of services subject to notification or review, visit *Wellmark.com* or call the Customer Service number on your ID card.

### Providers and Notification Requirements

PPO or Participating providers in Iowa and South Dakota should handle notification requirements for you. If you are admitted to a PPO or Participating facility outside Iowa or South Dakota, the PPO or Participating provider should handle notification requirements for you.

If you receive any other covered services (i.e., services unrelated to an inpatient admission) from a PPO or Participating provider outside Iowa or South Dakota, or if you see an Out-of-Network Provider, you or someone acting on your behalf is responsible for notification requirements.

More than one of the notification requirements and care coordination programs described in this section may apply to a service. Any notification or care coordination decision is based on the medical benefits in effect at the time of your request. If your coverage changes for any reason, you may be required to repeat the notification process.

You or your authorized representative, if you have designated one, may appeal a denial or reduction of benefits resulting from these notification requirements and care coordination programs. See *Appeals*, page 71. Also see *Authorized Representative*, page 75.

### Precertification

<b>Purpose</b>	Precertification helps determine whether a service or admission to a facility is medically necessary. Precertification is required; however, it does not apply to maternity or emergency services.
<b>Applies to</b>	For a complete list of the services subject to precertification, visit <i>Wellmark.com</i> or call the Customer Service number on your ID card.
<b>Person Responsible for Obtaining Precertification</b>	<p><b>You</b> or someone acting on your behalf is responsible for obtaining precertification if:</p> <ul style="list-style-type: none"> <li>■ You receive services subject to precertification from an Out-of-Network Provider; or</li> <li>■ You receive non-inpatient services subject to precertification from a PPO or Participating provider outside Iowa or South Dakota;</li> </ul> <p><b>Your Provider</b> should obtain precertification for you if:</p> <ul style="list-style-type: none"> <li>■ You receive services subject to precertification from a PPO Provider in Iowa or South Dakota; or</li> <li>■ You receive inpatient services subject to precertification from a PPO or Participating provider outside Iowa or South Dakota.</li> </ul> <p><b>Please note:</b> If you are ever in doubt whether precertification has been obtained, call the Customer Service number on your ID card.</p>

<b>Process</b>	<p>When you, instead of your provider, are responsible for precertification, call the phone number on your ID card before receiving services.</p> <p>Wellmark will respond to a precertification request within:</p> <ul style="list-style-type: none"> <li>■ 72 hours in a medically urgent situation;</li> <li>■ 15 days in a non-medically urgent situation.</li> </ul> <p>Precertification requests must include supporting clinical information to determine medical necessity of the service or admission.</p> <p>After you receive the service(s), Wellmark may review the related medical records to confirm the records document the services subject to the approved precertification request. The medical records also must support the level of service billed and document that the services have been provided by the appropriate personnel with the appropriate level of supervision.</p>
<b>Importance</b>	<p>If you choose to receive services subject to precertification, you will be responsible for the charges as follows:</p> <ul style="list-style-type: none"> <li>■ If you receive services subject to precertification from an Out-of-Network Provider and we determine that the procedure was not medically necessary you will be responsible for the full charge.</li> <li>■ If you receive non-inpatient services from a PPO or Participating provider in another state or service area and we determine the procedure is medically necessary and otherwise covered, without precertification, benefits can be reduced by 50% of the maximum allowable fee, after which we subtract your applicable payment obligations.</li> <li>■ If you are admitted to a PPO or Participating inpatient facility, the provider, not you, will be responsible for any reduction for failure to complete the precertification process. <b>Please note:</b> It is important that you are aware of precertification requirements to help ensure that they are met.</li> <li>■ If you receive the services from an Out-of-Network Provider and we determine the procedure is medically necessary and otherwise covered, without precertification, benefits can be reduced by 50% of the maximum allowable fee, after which we subtract your applicable payment obligations. See <i>Maximum Allowable Fee</i>, page 45. You are subject to this benefit reduction only if you receive the services from an Out-of-Network Provider.</li> </ul> <p>Reduced or denied benefits that result from failure to follow notification requirements are not credited toward your out-of-pocket maximum. See <i>What You Pay</i>, page 3.</p>

## Notification

<b>Purpose</b>	<p>Notification of most facility admissions and certain services helps us identify and initiate discharge planning or care coordination. Notification is required.</p>
<b>Applies to</b>	<p>For a complete list of the services subject to notification, visit <i>Wellmark.com</i> or call the Customer Service number on your ID card.</p>



<b>Person Responsible</b>	<p>PPO Providers in the states of Iowa and South Dakota perform notification for you. However, you or someone acting on your behalf is responsible for notification if:</p> <ul style="list-style-type: none"> <li>■ You receive services subject to notification from a provider outside Iowa or South Dakota;</li> <li>■ You receive services subject to notification from a Participating or Out-of-Network provider.</li> </ul>
<b>Process</b>	<p>When you, instead of your provider, are responsible for notification, call the phone number on your ID card before receiving services, except when you are unable to do so due to a medical emergency. In the case of an emergency admission, you must notify us within one business day of the admission or the receipt of services or as soon as reasonably possible thereafter.</p>

### Prior Approval

<b>Purpose</b>	<p>Prior approval helps determine whether a proposed treatment plan is medically necessary and a benefit under your medical benefits. Prior approval is required.</p>
<b>Applies to</b>	<p>For a complete list of the services subject to prior approval, visit <i>Wellmark.com</i> or call the Customer Service number on your ID card.</p>
<b>Person Responsible for Obtaining Prior Approval</b>	<p><b>You</b> or someone acting on your behalf is responsible for obtaining prior approval if:</p> <ul style="list-style-type: none"> <li>■ You receive services subject to prior approval from an Out-of-Network Provider; or</li> <li>■ You receive non-inpatient services subject to prior approval from a PPO or Participating provider outside Iowa or South Dakota;</li> </ul> <p><b>Your Provider</b> should obtain prior approval for you if:</p> <ul style="list-style-type: none"> <li>■ You receive services subject to prior approval from a PPO Provider in Iowa or South Dakota; or</li> <li>■ You receive inpatient services subject to prior approval from a PPO or Participating provider outside Iowa or South Dakota.</li> </ul> <p><b>Please note:</b> If you are ever in doubt whether prior approval has been obtained, call the Customer Service number on your ID card.</p>

<b>Process</b>	<p>When you, instead of your provider, are responsible for requesting prior approval, call the number on your ID card to obtain a prior approval form and ask the provider to help you complete the form.</p> <p>Wellmark will determine whether the requested service is medically necessary and eligible for benefits based on the written information submitted to us. We will respond to a prior approval request in writing to you and your provider within:</p> <ul style="list-style-type: none"> <li>■ 72 hours in a medically urgent situation.</li> <li>■ 15 days in a non-medically urgent situation.</li> </ul> <p>Prior approval requests must include supporting clinical information to determine medical necessity of the services or supplies.</p>
<b>Importance</b>	<p>If your request is approved, the service is covered provided other contractual requirements, such as member eligibility and benefits maximums, are observed. If your request is denied, the service is not covered, and you will receive a notice with the reasons for denial.</p> <p>If you do not request prior approval for a service, the benefit for that service will be denied on the basis that you did not request prior approval.</p> <p>Upon receiving an Explanation of Benefits (EOB) indicating a denial of benefits for failure to request prior approval, you will have the opportunity to appeal (see the <i>Appeals</i> section) and provide us with medical information for our consideration in determining whether the services were medically necessary and a benefit under your medical benefits. Upon review, if we determine the service was medically necessary and a benefit under your medical benefits, the benefit for that service will be provided according to the terms of your medical benefits.</p> <p>Approved services are eligible for benefits for a limited time. Approval is based on the medical benefits in effect and the information we had as of the approval date. If your coverage changes for any reason (for example, because of a new job or new medical benefits), an approval may not be valid. If your coverage changes before the approved service is performed, a new approval is recommended.</p> <p><b>Note:</b> When prior approval is required, and an admission to a facility is required for that service, the admission also may be subject to notification or precertification. See <i>Precertification</i> and <i>Notification</i> earlier in this section.</p>

### Concurrent Review

<b>Purpose</b>	<p>Concurrent review is a utilization review conducted during a member's facility stay or course of treatment at home or in a facility setting to determine whether the place or level of service is medically necessary. This care coordination program occurs without any notification required from you.</p>
<b>Applies to</b>	<p>For a complete list of the services subject to concurrent review, visit <i>Wellmark.com</i> or call the Customer Service number on your ID card.</p>
<b>Person Responsible</b>	<p>Wellmark</p>

<b>Process</b>	<p>Wellmark may review your case to determine whether your current level of care is medically necessary.</p> <p>Responses to Wellmark's concurrent review requests must include supporting clinical information to determine medical necessity as a condition of your coverage.</p>
<b>Importance</b>	<p>Wellmark may require a change in the level or place of service in order to continue providing benefits. If we determine that your current facility setting or level of care is no longer medically necessary, we will notify you, your attending physician, and the facility or agency at least 24 hours before your benefits for these services end.</p>

## Case Management

<b>Purpose</b>	<p>Case management is intended to identify and assist members with the most severe illnesses or injuries by collaborating with members, members' families, and providers to develop individualized care plans.</p>
<b>Applies to</b>	<p>A wide group of members including those who have experienced potentially preventable emergency room visits; hospital admissions/readmissions; those with catastrophic or high cost health care needs; those with potential long term illnesses; and those newly diagnosed with health conditions requiring lifetime management. Examples where case management might be appropriate include but are not limited to:</p> <ul style="list-style-type: none"> <li>Brain or Spinal Cord Injuries</li> <li>Cystic Fibrosis</li> <li>Degenerative Muscle Disorders</li> <li>Hemophilia</li> <li>Pregnancy (high risk)</li> <li>Transplants</li> </ul>
<b>Person Responsible</b>	<p>You, your physician, and the health care facility can work with Wellmark's case managers. Wellmark may initiate a request for case management.</p>
<b>Process</b>	<p>Members are identified and referred to the Case Management program through Customer Service and claims information, referrals from providers or family members, and self-referrals from members.</p>
<b>Importance</b>	<p>Case management is intended to identify and coordinate appropriate care and care alternatives including reviewing medical necessity; negotiating care and services; identifying barriers to care including contract limitations and evaluation of solutions outside the group health plan; assisting the member and family to identify appropriate community-based resources or government programs; and assisting members in the transition of care when there is a change in coverage.</p>



## 7. Factors Affecting What You Pay

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

### Benefit Year

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

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

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

The benefit year is important for calculating:

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

### How Coinsurance is Calculated

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

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

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

- Deductible.
- Amounts representing any general exclusions and conditions. See *General Conditions of Coverage, Exclusions, and Limitations*, page 27.

#### PPO and Participating Providers Outside the Wellmark Service Area

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

- The amount charged for the covered service, or
- The negotiated price that the Host Blue makes available to Wellmark after the following amounts (if applicable) are subtracted from it:
  - Deductible.
  - Amounts representing any general exclusions and conditions. See *General Conditions of Coverage, Exclusions, and Limitations*, page 27.

Often, the negotiated price will be a simple discount that reflects an actual price the local Host Blue paid to your provider. Sometimes, the negotiated price is an estimated price that takes into account special arrangements with your healthcare

provider or provider group that may include types of settlements, incentive payments, and/or other credits or charges.

Occasionally, the negotiated price may be an average price based on a discount that results in expected average savings for similar types of healthcare providers after taking into account the same types of transactions as with an estimated price. Estimated pricing and average pricing, going forward, also take into account adjustments to correct for over- or under-estimation of modifications of past pricing for the types of transaction modifications noted previously. However, such adjustments will not affect the price we use for your claim because they will not be applied retroactively to claims already paid.

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

- Deductible.
- Amounts representing any general exclusions and conditions. See *General Conditions of Coverage, Exclusions, and Limitations*, page 27.

Laws in a small number of states may require the Host Blue Plan to add a surcharge to your calculation. If any state laws mandate other liability calculation methods, including a surcharge, Wellmark will calculate your payment obligation for any covered services according to applicable law. For more information, see *BlueCard Program*, page 32.

## Provider Network

Under the medical benefits of this plan, your network of providers consists of PPO and Participating providers. All other providers are Out-of-Network Providers.

## PPO Providers

Blue Cross and Blue Shield Plans have contracting relationships with PPO Providers. When you receive services from PPO Providers:

- The PPO payment obligation amounts may be waived or may be less than the Participating and Out-of-Network amounts for certain covered services. See *Waived Payment Obligations*, page 4.
- These providers agree to accept Wellmark's payment arrangements, or payment arrangements or negotiated prices of the Blue Cross and Blue Shield Plan with which the provider contracts. These payment arrangements may result in savings.
- The health plan payment is sent directly to the provider.

## Participating Providers

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

- These providers agree to accept Wellmark's payment arrangements, or payment arrangements or negotiated prices of the Blue Cross and Blue Shield Plan with which the provider contracts. These payment arrangements may result in savings.
- The health plan payment is sent directly to the provider.

## Out-of-Network Providers

Wellmark and Blue Cross and/or Blue Shield Plans do not have contracting relationships with Out-of-Network Providers, and they may not accept our

payment arrangements. Pharmacies that do not contract with our pharmacy benefits manager are considered Out-of-Network Providers. Therefore, when you receive services from Out-of-Network Providers:

- You are responsible for any difference between the amount charged and our payment for a covered service. In the case of services received outside Iowa or South Dakota, our maximum payment for services by an Out-of-Network Provider will generally be based on either the Host Blue's Out-of-Network Provider local payment or the pricing arrangements required by applicable state law. In certain situations, we may use other payment bases, such as the amount charged for a covered service, the payment we would make if the services had been obtained within Iowa or South Dakota, or a special negotiated payment, as permitted under Inter-Plan Programs policies, to determine the amount we will pay for services you receive from Out-of-Network Providers. See *Services Outside the Wellmark Service Area*, page 32.
- Wellmark does not make claim payments directly to these providers. You are responsible for ensuring that your provider is paid in full.
- The group health plan payment for Out-of-Network hospitals, M.D.s, and D.O.s in Iowa is made payable to the provider, but the check is sent to you. You are responsible for forwarding the check to the provider (plus any billed balance you may owe).

## Amount Charged and Maximum Allowable Fee

### Amount Charged

The amount charged is the amount a provider charges for a service or supply, regardless of whether the services or supplies are covered under your medical benefits.

### Maximum Allowable Fee

The maximum allowable fee is the amount, established by Wellmark, using various methodologies, for covered services and supplies. Wellmark's amount paid may be based on the lesser of the amount charged for a covered service or supply or the maximum allowable fee.

## Payment Arrangements

### Payment Arrangement Savings

Wellmark has contracting relationships with PPO Providers. We use different methods to determine payment arrangements, including negotiated fees. These payment arrangements usually result in savings.

The savings from payment arrangements and other important amounts will appear on your Explanation of Benefits statement as follows:

- *Network Savings*, which reflects the amount you save on a claim by receiving services from a Participating or PPO provider. For the majority of services, the savings reflects the actual amount you save on a claim. However, depending on many factors, the amount we pay a provider could be different from the covered charge. Regardless of the amount we pay a Participating or PPO provider, your payment responsibility will always be based on the lesser of the covered charge or the maximum allowable fee.
- *Amount Not Covered*, which reflects the portion of provider charges not covered under your health benefits and for which you are responsible. This amount may include services or supplies not covered; amounts in excess of a benefit maximum, benefit year maximum, or lifetime benefits maximum; reductions or denials for failure to follow a required precertification; and the difference between the amount charged and the maximum allowable fee for services from an Out-of-Network Provider. For general exclusions and examples of benefit limitations, see *General*

*Conditions of Coverage, Exclusions, and Limitations, page 27.*

- *Amount Paid by Health Plan*, which reflects our payment responsibility to a provider or to you. We determine this amount by subtracting the following amounts (if applicable) from the amount charged:
  - Deductible.
  - Coinsurance.
  - Amounts representing any general exclusions and conditions.
  - Network savings.

### **Payment Method for Services**

When you receive a covered service or services that result in multiple claims, we will calculate your payment obligations based on the order in which we process the claims.

### **Provider Payment Arrangements**

Provider payment arrangements are calculated using industry methods including, but not limited to, fee schedules, per diems, percentage of charge, capitation, or episodes of care. Some provider payment arrangements may include an amount payable to the provider based on the provider's performance. Performance-based amounts that are not distributed are not allocated to your specific group or to your specific claims and are not considered when determining any amounts you may owe. We reserve the right to change the methodology we use to calculate payment arrangements based on industry practice or business need. PPO and Participating providers agree to accept our payment arrangements as full settlement for providing covered services, except to the extent of any amounts you may owe.



## 8. Coverage Eligibility and Effective Date

### Eligible Members

You are eligible for coverage if you meet your employer's or group sponsor's eligibility requirements. Your spouse may also be eligible for coverage if spouses are covered under this plan.

If a child is eligible for coverage under the employer's or group sponsor's eligibility requirements, the child must next have one of the following relationships to the plan member or an enrolled spouse:

- A natural child.
- Legally adopted or placed for adoption (that is, you assume a legal obligation to provide full or partial support and intend to adopt the child).
- A child for whom you have legal guardianship.
- A stepchild.
- A foster child.
- A natural child a court orders to be covered.

A child who has been placed in your home for the purpose of adoption or whom you have adopted is eligible for coverage on the date of placement for adoption or the date of actual adoption, whichever occurs first.

**Please note:** You must notify us or your employer or group sponsor if you enter into an arrangement to provide surrogate parent services: Contact your employer or group sponsor or call the Customer Service number on your ID card.

In addition, a child must be one of the following:

- Under age 26.
- An unmarried full-time student enrolled in an accredited educational institution. Full-time student status continues during:
  - Regularly-scheduled school vacations; and

- Medically necessary leaves of absence until the earlier of one year from the first day of leave or the date coverage would otherwise end.

- An unmarried child who is deemed disabled. The disability must have existed before the child turned age 26 or while the child was a full-time student. Wellmark considers a dependent disabled when he or she meets the following criteria:

- Claimed as a dependent on the employee's, plan member's, subscriber's, policyholder's, or retiree's tax return; and
- Enrolled in and receiving Medicare benefits due to disability; or
- Enrolled in and receiving Social Security benefits due to disability.

Documentation will be required.

### Enrollment Requirements

Each eligible employee who began work before the effective date of this coverage is eligible to enroll for this coverage on the effective date. New, eligible employees may enroll for coverage on the first day following 30 calendar days following the date of employment (subject to any new employment probationary period your group may have). The application must be received by us no later than 31 days following eligibility.

**Please note:** In addition to the preceding requirements, eligibility is affected by coverage enrollment events and coverage termination events. See *Coverage Change Events*, page 51.

### Eligibility Requirements

The following are eligibility requirements for participating in this health benefits plan.

**Full-time Employees.** An employee is eligible for medical and prescription drug coverage if he/she is a regular full-time

employee as defined by his or her respective contract or employee statement of policy as defined by the City of Cedar Falls.

**Retirees.** You are eligible to continue participating under this health benefits plan if you are covered under this plan on the date that your employment ends with this employer or group sponsor, and any one of the following also applies on that date:

- You have been determined to be eligible to receive a pension benefit from the Iowa Public Employee Retirement System (IPERS) as a result of your own disability or age and service status;
- You have been determined to be eligible for Social Security Disability benefits as a result of your own disability; and
- You have been determined to be eligible for Iowa Code Chapter 411 retirement benefits as a result of your own disability or age and service status.

### **Retiree Enrollment And Effective**

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

**Self-Payment Provisions.** The first payment (which will include payment for all months since coverage terminated) must be received by the City within forty-five (45) days of the date the retiree elected to continue coverage under the self-payment provisions for retirees. Each subsequent payment is due by the first day of the month for which coverage is intended, and shall be considered timely if received within thirty (30) days of the due date. If payment is not received in a timely manner coverage will terminate retroactive to the last day of the month for which coverage was paid.

### **When Coverage Begins**

Coverage begins on the member's effective date. If you have just started a new job, or if

a coverage enrollment event allows you to add a new member, ask your employer or group sponsor about your effective date. Services received before the effective date of coverage are not eligible for benefits.

### **Late Enrollees**

A late enrollee is a member who declines coverage when initially eligible to enroll and then later wishes to enroll for coverage. However, a member is not a late enrollee if a qualifying enrollment event allows enrollment as a special enrollee, even if the enrollment event coincides with a late enrollment opportunity. See *Coverage Change Events*, page 51.

A late enrollee may enroll for coverage only at open enrollment.

### **Leave of Absence**

Active employees may be entitled to a leave of absence in accordance with the following provisions:

#### **Leave of Absence (Paid and Unpaid)**

During any period for which an active employee is granted by the City an approved paid leave of absence, such active employee will continue to be an active employee under the terms of the plan for the leave of absence period approved by the City. The employee portion of the contribution will be required from the active employee to continue coverage. During any period for which an active employee is granted by the City an approved unpaid leave of absence, such active employee will continue to be an active employee under the terms of the plan for the leave of absence period approved by the City. The entire contribution will be required from the active employee to continue coverage. Coverage will terminate under this provision upon expiration of approved leave of absence, or when contributions are not remitted in a timely manner. Upon termination of coverage under this provision, former active employees may then elect to continue coverage as specified under the *COBRA Continuation* section.

### **Temporary Layoff**

During any period for which an active employee incurs a temporary layoff and on a basis precluding individual selection, the entire contribution will be required from the individual to continue coverage during the layoff period. Coverage will terminate under this provision when layoff is no longer considered temporary, or when the required contributions are not remitted in a timely manner. Upon termination of coverage under this provision, former active employees may then elect to continue coverage as specified under the *COBRA Continuation* section.

### **Changes to Information Related to You or to Your Benefits**

Wellmark may, from time to time, permit changes to information relating to you or to your benefits. In such situations, Wellmark shall not be required to reprocess claims as a result of any such changes.

### **Qualified Medical Child Support Order**

If you have a dependent child and you or your spouse's employer or group sponsor receives a Medical Child Support Order recognizing the child's right to enroll in this group health plan or in your spouse's benefits plan, the employer or group sponsor will promptly notify you or your spouse and the dependent that the order has been received. The employer or group sponsor also will inform you or your spouse and the dependent of its procedures for determining whether the order is a Qualified Medical Child Support Order (QMCSO). Participants and beneficiaries can obtain, without charge, a copy of such procedures from the plan administrator.

A QMCSO specifies information such as:

- Your name and last known mailing address.
- The name and mailing address of the dependent specified in the court order.

- A reasonable description of the type of coverage to be provided to the dependent or the manner in which the type of coverage will be determined.
- The period to which the order applies.

A Qualified Medical Child Support Order cannot require that a benefits plan provide any type or form of benefit or option not otherwise provided under the plan, except as necessary to meet requirements of Iowa Code Chapter 252E (2001) or Social Security Act Section 1908 with respect to group health plans.

The order and the notice given by the employer or group sponsor will provide additional information, including actions that you and the appropriate insurer must take to determine the dependent's eligibility and procedures for enrollment in the benefits plan, which must be done within specified time limits.

If eligible, the dependent will have the same coverage as you or your spouse and will be allowed to enroll immediately. You or your spouse's employer or group sponsor will withhold any applicable share of the dependent's health care premiums from your compensation and forward this amount to us.

If you are subject to a waiting period that expires more than 90 days after the insurer receives the QMCSO, your employer or group sponsor must notify us when you become eligible for enrollment. Enrollment of the dependent will commence after you have satisfied the waiting period.

The dependent may designate another person, such as a custodial parent or legal guardian, to receive copies of explanations of benefits, checks, and other materials.

Your employer or group sponsor may not revoke enrollment or eliminate coverage for a dependent unless the employer or group

sponsor receives satisfactory written evidence that:

- The court or administrative order requiring coverage in a group health plan is no longer in effect;
- The dependent's eligibility for or enrollment in a comparable benefits plan that takes effect on or before the date the dependent's enrollment in this group health plan terminates; or
- The employer eliminates dependent health coverage for all employees.

The employer or group sponsor is not required to maintain the dependent's coverage if:

- You or your spouse no longer pay premiums because the employer or group sponsor no longer owes compensation; or
- You or your spouse have terminated employment with the employer and have not elected to continue coverage.

## Family and Medical Leave Act of 1993

The Family and Medical Leave Act of 1993 (FMLA), requires a covered employer to allow an employee with 12 months or more of service who has worked for 1,250 hours over the previous 12 months and who is employed at a worksite where 50 or more employees are employed by the employer within 75 miles of that worksite a total of 12 weeks of leave per fiscal year for the birth of a child, placement of a child with the employee for adoption or foster care, care for the spouse, child or parent of the employee if the individual has a serious health condition or because of a serious health condition, the employee is unable to perform any one of the essential functions of the employee's regular position. In addition, FMLA requires an employer to allow eligible employees to take up to 12 weeks of leave per 12-month period for qualifying exigencies arising out of a covered family member's active military duty in support of a contingency operation

and to take up to 26 weeks of leave during a single 12-month period to care for a covered family member recovering from a serious illness or injury incurred in the line of duty during active service.

Any employee taking a leave under the FMLA shall be entitled to continue the employee's benefits during the duration of the leave. The employer must continue the benefits at the level and under the conditions of coverage that would have been provided if the employee had remained employed. **Please note:** The employee is still responsible for paying their share of the premium if applicable. If the employee for any reason fails to return from the leave, the employer may recover from the employee that premium or portion of the premium that the employer paid, provided the employee fails to return to work for any reason other than the reoccurrence of the serious health condition or circumstances beyond the control of the employee.

Leave taken under the FMLA does not constitute a qualifying event so as to trigger COBRA rights. However, a qualifying event triggering COBRA coverage may occur when it becomes known that the employee is not returning to work. Therefore, if an employee does not return at the end of the approved period of Family and Medical Leave and terminates employment with employer, the COBRA qualifying event occurs at that time.

If you have any questions regarding your eligibility or obligations under the FMLA, contact your employer or group sponsor.

## 9. Coverage Changes and Termination

### Open Enrollment Period

City of Cedar Falls will offer an annual enrollment period during which an employee may elect to participate in the plan. Any otherwise eligible employee who has previously waived coverage may elect to participate in the plan provided he or she applies during this enrollment period. Retirees currently participating in the plan may elect to change their coverage option during this enrollment period. Retirees who have waived coverage since becoming a retiree may not elect to participate in the plan. The enrollment period will be held annually during the month of **June** with a **July 1<sup>st</sup>** effective date. Enrollment in the medical plan must be retained for one (1) year or at least until the next open enrollment period, unless there is a special enrollment situation or a qualified change in status as described herein, except coverage for dependents can be dropped at any time pursuant to a request from the active employee or retiree.

Certain events may require or allow you to add or remove persons who are covered by this group health plan.

### Coverage Change Events

**Coverage Enrollment Events:** The following events allow you or your eligible child to enroll for coverage. The following events may also allow your spouse or domestic partner to enroll for coverage if spouses or domestic partners are eligible for coverage under this plan. If your employer or group sponsor offers more than one group health plan, the event also allows you to move from one plan option to another.

- Birth, adoption, or placement for adoption by an approved agency.
- Marriage.
- Exhaustion of COBRA coverage.

- You or your eligible spouse or your dependent loses eligibility for creditable coverage or his or her employer or group sponsor ceases contribution to creditable coverage.
- Spouse (if eligible for coverage) loses coverage through his or her employer.
- You lose eligibility for coverage under Medicaid or the Children's Health Insurance Program (CHIP) (the *hawk-i* plan in Iowa).
- You become eligible for premium assistance under Medicaid or CHIP.

The following events allow you to add only the new dependent resulting from the event:

- Dependent child resumes status as a full-time student.
- Addition of a natural child by court order. See *Qualified Medical Child Support Order*, page 49.
- Appointment as a child's legal guardian.
- Placement of a foster child in your home by an approved agency.

**Coverage Removal Events:** The following events require you to remove the affected family member from your coverage:

- Death.
- Divorce or annulment (if spouses are eligible for coverage under this plan). Legal separation, also, may result in removal from coverage. If you become legally separated, notify your employer or group sponsor.
- Medicare eligibility. If you become eligible for Medicare, you must notify your employer or group sponsor immediately. If you are eligible for this group health plan other than as a current employee or a current employee's spouse (if spouses are eligible for coverage under this plan), your Medicare eligibility may terminate this coverage.

In case of the following coverage removal events, the affected child's coverage may be continued until the end of the month on or after the date of the event:

- Completion of full-time schooling if the child is age 26 or older.
- Child who is not a full-time student or deemed disabled reaches age 26.
- Marriage of a child age 26 or older.

## Reinstatement of Child

**Reinstatement Events.** A child up to age 26 who was removed from coverage may be reinstated on his or her parent's existing coverage under any of the following conditions:

- Involuntary loss of creditable coverage (including, but not limited to, group or *hawk-i* coverage).
- Loss of creditable coverage due to:
  - Termination of employment or eligibility.
  - Death of spouse.
  - Divorce.
- Court ordered coverage for spouse or minor children under the parent's health insurance.
- Exhaustion of COBRA or Iowa continuation coverage.
- The plan member is employed by an employer that offers multiple health plans and elects a different plan during an open enrollment period.
- A change in status in which the employee becomes eligible to enroll in this group health plan and requests enrollment. See *Coverage Enrollment Events* earlier in this section.

**Reinstatement Requirements.** A request for reinstated coverage for a child up to age 26 must be made within 31 days of the reinstatement event. In addition, the following requirements must be met:

- The child must have been covered under the parent's current coverage at the time the child left that coverage to enroll in other creditable coverage.

- The parent's coverage must be currently in effect and continuously in effect during the time the child was enrolled in other creditable coverage.

## Requirement to Notify Group Sponsor

You must notify your employer or group sponsor of an event that changes the coverage status of members. Notify your employer or group sponsor within 60 days in case of the following events:

- A birth, adoption, or placement for adoption.
- Divorce, legal separation, or annulment.
- Your dependent child loses eligibility for coverage.
- You lose eligibility for coverage under Medicaid or the Children's Health Insurance Program (CHIP) (the *hawk-i* plan in Iowa).
- You become eligible for premium assistance under Medicaid or CHIP.

For all other events, you must notify your employer or group sponsor within 60 days of the event.

If you do not provide timely notification of an event that requires you to remove an affected family member, your coverage may be terminated.

If you do not provide timely notification of a coverage enrollment event, the affected person may not enroll until an annual group enrollment period.

## The Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA)

Your group health plan will fully comply with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). If any part of the plan conflicts with USERRA, the conflicting provision will not apply. All other benefits and exclusions of the group health plan will remain

effective to the extent there is no conflict with USERRA.

USERRA provides for, among other employment rights and benefits, continuation of health care coverage to a covered employee and the employee's covered dependents during a period of the employee's active service or training with any of the uniformed services. The plan provides that a covered employee may elect to continue coverages in effect at the time the employee is called to active service. The maximum period of coverage for an employee and the covered employee's dependents under such an election shall be the lesser of:

- The 24-month period beginning on the date on which the covered employee's absence begins; or
- The period beginning on the date on which the covered employee's absence begins and ending on the day after the date on which the covered employee fails to apply for or return to a position of employment as follows:
  - For service of less than 31 days, no later than the beginning of the first full regularly scheduled work period on the first full calendar day following the completion of the period of service and the expiration of eight hours after a period allowing for the safe transportation from the place of service to the covered employee's residence or as soon as reasonably possible after such eight hour period;
  - For service of more than 30 days but less than 181 days, no later than 14 days after the completion of the period of service or as soon as reasonably possible after such period;
  - For service of more than 180 days, no later than 90 days after the completion of the period of service; or
  - For a covered employee who is hospitalized or convalescing from an

illness or injury incurred in or aggravated during the performance of service in the uniformed services, at the end of the period that is necessary for the covered employee to recover from the illness or injury. The period of recovery may not exceed two (2) years.

A covered employee who elects to continue health plan coverage under the plan during a period of active service in the uniformed services may be required to pay no more than 102% of the full premium under the plan associated with the coverage for the employer's other employees. This is true except in the case of a covered employee who performs service in the uniformed services for less than 31 days. When this is the case, the covered employee may not be required to pay more than the employee's share, if any, for the coverage. Continuation coverage cannot be discontinued merely because activated military personnel receive health coverage as active duty members of the uniformed services and their family members are eligible to receive coverage under the TRICARE program (formerly CHAMPUS).

When a covered employee's coverage under a health plan was terminated by reason of service in the uniformed services, the preexisting condition exclusion and waiting period may not be imposed in connection with the reinstatement of the coverage upon reemployment under USERRA. This applies to a covered employee who is reemployed and any dependent whose coverage is reinstated. The waiver of the preexisting condition exclusion shall not apply to illness or injury which occurred or was aggravated during performance of service in the uniformed services.

*Uniformed services* includes full-time and reserve components of the United States Army, Navy, Air Force, Marines and Coast Guard, the Army National Guard, the commissioned corps of the Public Health Service, and any other category of persons

designated by the President in time of war or emergency.

If you are a covered employee called to a period of active service in the uniformed service, you should check with the plan administrator for a more complete explanation of your rights and obligations under USERRA.

## Coverage Termination

The following events terminate your coverage eligibility.

- You become unemployed when your eligibility is based on employment.
- You become ineligible under your employer's or group sponsor's eligibility requirements for reasons other than unemployment.
- Your employer or group sponsor discontinues or replaces this group health plan.
- We decide to discontinue offering this group health benefit plan by giving written notice to you and your employer or group sponsor and the Commissioner of Insurance at least 90 days prior to termination.
- We decide to nonrenew all group health benefit plans delivered or issued for delivery to employers in Iowa by giving written notice to your employer or group sponsor and the Commissioner of Insurance at least 180 days prior to termination.

Also see *Fraud or Intentional Misrepresentation of Material Facts*, and *Nonpayment* later in this section.

When you become unemployed and your eligibility is based on employment, your coverage will end at the end of the month your employment ends. When your coverage terminates for all other reasons, check with your employer or group sponsor or call the Customer Service number on your ID card to verify the coverage termination date.

If you receive covered facility services as an inpatient of a hospital or a resident of a

nursing facility on the date your coverage eligibility terminates, payment for the covered facility services will end on the earliest of the following:

- The end of your remaining days of coverage under this benefits plan.
- The date you are discharged from the hospital or nursing facility following termination of your coverage eligibility.
- A period not more than 60 days from the date of termination.

Only facility services will be covered under this extension of benefits provision. Benefits for professional services will end on the date of termination of your coverage eligibility.

### **Fraud or Intentional Misrepresentation of Material Facts**

Your coverage will terminate immediately if:

- You use this group health plan fraudulently or intentionally misrepresent a material fact in your application; or
- Your employer or group sponsor commits fraud or intentionally misrepresents a material fact under the terms of this group health plan.

If your coverage is terminated for fraud or intentional misrepresentation of a material fact, then:

- We may declare this group health plan void retroactively from the effective date of coverage following a 30-day written notice. In this case, we will recover any claim payments made.
- Premiums may be retroactively adjusted as if the fraud or intentionally misrepresented material fact had been accurately disclosed in your application.
- We will retain legal rights, including the right to bring a civil action.

### **Nonpayment**

If you or your employer or group sponsor fail to make required payments to us when due or within the allowed grace period, your coverage will terminate the last day of the month in which the required payments are due.



## Retiree Termination of Coverage

Coverage will end on the earliest of the following dates:

- the expiration of the period for which the last monthly payment was made timely for coverage under the plan;
- the last day of the month in which the retiree is no longer receiving or entitled to be receiving, based upon the retiree's own disability or age and service status, a pension benefit from the Iowa Public Employee Retirement System (IPERS), Social Security Disability benefit, or a pension benefit pursuant to Chapter 411 of the Iowa Code;
- the date of death;
- the date this plan is terminated with respect to the City, and there is no successor plan.

Unless otherwise specified under this plan, when coverage terminates, benefits will not be provided for any medical and prescription drug services after the termination date even though these services are furnished as a result of an injury or illness that occurred prior to termination of coverage.

## Coverage Continuation

When your coverage ends, you may be eligible to continue coverage under this group health plan or to convert to another Wellmark health benefits plan pursuant to certain state and federal laws.

### COBRA Continuation

COBRA continuation coverage is a temporary extension of group health coverage under the plan under certain circumstances when coverage would otherwise end. The right to COBRA coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA coverage can become available when you would otherwise lose group health coverage under the plan. It can also become available to your spouse and dependent

children, if they are covered under the plan, when they would otherwise lose their group health coverage under the plan. The following paragraphs generally explain COBRA coverage, when it may become available to you and your family, and what you need to do to protect the right to receive it.

The description of COBRA coverage contained here applies only to the group health plan benefits offered under the plan and not to any other benefits offered by your employer or group sponsor (such as life insurance, disability, or accidental death or dismemberment benefits). The plan provides no greater COBRA rights than what COBRA requires. Nothing in the plan is intended to expand the participant's rights beyond COBRA's requirements.

**Coverage Entitlement.** You, your spouse, and/or your dependent child(ren) will be entitled to elect COBRA if you lose your group health coverage under the plan because of a life event known as a *qualifying event*. You may be entitled to continue this coverage under COBRA for a period of 18, 29, or 36 months depending on the qualifying event that causes loss of coverage under this plan. See *Length of Coverage* later in this section.

The following are recognized qualifying events that will entitle you, your spouse, and/or your dependent child(ren) for COBRA Coverage.

You will be entitled to elect COBRA:

- If you lose your group health coverage under the plan because your hours of employment are reduced; or
- Your employment ends for any reason other than your gross misconduct.

Your spouse will be entitled to elect COBRA if he/she loses his/her group health coverage under the plan because any of the following qualifying events happens:

- You die;
- Your hours of employment are reduced;

- Your employment ends for any reason other than your gross misconduct;
- You become entitled to Medicare benefits (Part A, Part B or both) prior to your qualifying event; or
- Your spouse becomes divorced or legally separated from you.

Your dependent child will be entitled to elect COBRA if he/she loses his/her group health coverage under the plan because any of the following qualifying events happens:

- You die;
- Your hours of employment are reduced;
- Your employment ends for any reason other than your gross misconduct;
- You become entitled to Medicare benefits (Part A, Part B or both);
- You and your spouse become divorced or legally separated; or
- The dependent stops being eligible for coverage under the plan as a dependent child.

A child born to, adopted by, or placed for adoption with you during a period of COBRA coverage is considered to be a qualified beneficiary provided that, if you are a qualified beneficiary, you have elected COBRA coverage for yourself. The child's COBRA coverage begins when the child is enrolled under this plan, whether through special enrollment or open enrollment, and it lasts for as long as COBRA coverage lasts for other family members of the employee. To be enrolled under this plan, the child must satisfy the otherwise applicable eligibility requirements (for example, regarding age).

Your child who is receiving benefits under this plan pursuant to a qualified medical child support order (QMCSO) received by your employer or group sponsor during your period of employment with your employer or group sponsor is entitled to the same rights to elect COBRA as your eligible dependent child.

If you take a Family and Medical Leave Act (FMLA) leave and do not return to work at the end of the leave or terminate coverage

during the leave, you (and your spouse and dependent children, if any) will be entitled to elect COBRA if:

- They were covered under the plan on the day before the FMLA leave began or became covered during the FMLA leave; and
- They will lose coverage under the plan because of your failure to return to work at the end of the leave. This means that some individuals may be entitled to elect COBRA at the end of an FMLA leave even if they were not covered under the plan during the leave.

COBRA coverage elected in these circumstances will begin on the last day of the FMLA leave, with the same 18-month maximum coverage period, subject to extension or early termination, generally applicable to the COBRA qualifying events of termination of employment and reduction of hours. For information on how long you may have COBRA coverage, see later in this section, under *Length of Coverage*.

**Qualifying Events.** After a qualifying event occurs and any required notice of that event is properly provided to your employer or group sponsor, COBRA coverage must be offered to each person losing coverage under the plan who is a qualified beneficiary. You, your spouse, and your dependent children could become qualified beneficiaries and would be entitled to elect COBRA if coverage under the plan is lost because of the qualifying event.

COBRA coverage is the same coverage that this plan gives to other participants or beneficiaries under the plan who are not receiving COBRA coverage. Each qualified beneficiary who elects COBRA will have the same rights under the plan as other participants or beneficiaries covered under the component or components of this plan elected by the qualified beneficiary, including open enrollment and special enrollment rights. Under this plan, qualified beneficiaries who elect COBRA must pay for COBRA coverage.

When the qualifying event is the end of your employment, your reduction of hours of employment, or your death, COBRA coverage will be offered to qualified beneficiaries. You need not notify your employer or group sponsor of any of these three qualifying events.

For the other qualifying events, a COBRA election will be available only if you notify your employer or group sponsor in writing within 60 days after the later of:

- The date of the qualifying event; and
- The date on which the qualified beneficiary loses (or would lose) coverage under the terms of the plan as a result of the qualifying event.

The written notice must include the plan name or group name, your name, your Social Security Number, your dependent's name and a description of the event.

**Please note:** If these procedures are not followed or if the written notice is not provided to your employer or group sponsor during the 60-day notice period, you or your dependents will lose your right to elect COBRA.

**Electing Coverage.** To elect COBRA, you must complete the Election form that is part of the COBRA election notice and submit it to Wellmark Blue Cross and Blue Shield. An election notice will be provided to qualified beneficiaries at the time of a qualifying event. You may also obtain a copy of the Election form from your employer or group sponsor. Under federal law, you must have 60 days after the date the qualified beneficiary coverage under the plan terminates, or, if later, 60 days after the date of the COBRA election notice provided to you at the time of the qualifying event to decide whether you want to elect COBRA under the plan.

Mail the completed Election form to:

Wellmark Blue Cross and Blue Shield  
1331 Grand Avenue, Station 3W395  
Des Moines, IA 50309-2901

The Election form must be completed in writing and mailed to the individual and address specified above. The following are not acceptable as COBRA elections and will not preserve COBRA rights: oral communications regarding COBRA coverage, including in-person or telephone statements about an individual's COBRA coverage; and electronic communications, including e-mail and faxed communications.

The election must be postmarked 60 days from the termination date or 60 days from the date the COBRA election notice provided at the time of the qualifying event.

**Please note:** If you do not submit a completed Election form within this period, you will lose your right to elect COBRA.

If you reject COBRA before the due date, you may change your mind as long as you furnish a completed Election form before the due date. The plan will only provide continuation coverage beginning on the date the waiver of coverage is revoked.

You do not have to send any payment with your Election form when you elect COBRA. Important additional information about payment for COBRA coverage is included below.

Each qualified beneficiary will have an independent right to elect COBRA. For example, your spouse may elect COBRA even if you do not. COBRA may be elected for only one, several, or for all dependent children who are qualified beneficiaries. You and your spouse (if your spouse is a qualified beneficiary) may elect COBRA on behalf of all of the qualified beneficiaries, and parents may elect COBRA on behalf of their children. Any qualified beneficiary for whom COBRA is not elected within the 60-day election period specified in the COBRA election notice will lose his or her right to elect COBRA coverage.

When you complete the Election form, you must notify Wellmark Blue Cross and Blue Shield if any qualified beneficiary has become entitled to Medicare (Part A, Part B, or both) and, if so, the date of Medicare entitlement. If you become entitled to Medicare (or first learn that you are entitled to Medicare) after submitting the Election form, immediately notify Wellmark Blue Cross and Blue Shield of the date of the Medicare entitlement at the address specified above for delivery of the Election form.

Qualified beneficiaries may be enrolled in one or more group health components at the time of a qualifying event. If a qualified beneficiary is entitled to a COBRA election as the result of a qualifying event, he or she may elect COBRA under any or all of the group health components under which he or she was covered on the day before the qualifying event. For example, if a qualified beneficiary was covered under the medical and vision components on the day before a qualifying event, he or she may elect COBRA under the vision component only, the medical component only, or under both medical and vision (only if both components are available as a separate election option to the active employee).

Qualified beneficiaries who are entitled to elect COBRA may do so even if they have other group health plan coverage or are entitled to Medicare benefits on or before the date on which COBRA is elected. However, a qualified beneficiary's COBRA coverage will terminate automatically if, after electing COBRA, he or she becomes entitled to Medicare benefits or becomes covered under other group health plan coverage. For information on when coverage will terminate, see later in this section, under *Termination of Coverage*.

When considering whether to elect COBRA, you should take into account that a failure to elect COBRA will affect your future rights under federal law. You should take into account that you have special enrollment rights under federal law. You have the right

to request special enrollment in another group health plan for which you are otherwise eligible (such as coverage sponsored by the spouse's employer) within 30 days after your group health coverage under the plan ends because of one of the qualifying events listed above. You will also have the same special enrollment right at the end of COBRA coverage if you get COBRA coverage for the maximum time available.

**Length of Coverage.** When coverage is lost due to your death, your divorce or legal separation, or your dependent child losing eligibility as a dependent child, COBRA coverage can last for up to a maximum of 36 months.

When coverage is lost due to the end of your employment or reduction in hours of employment, and you became entitled to Medicare benefits less than 18 months before the qualifying event, COBRA coverage for qualified beneficiaries (other than you as the employee) who lose coverage as a result of the qualifying event can last a maximum of 36 months after the date of Medicare entitlement. For example, if you become entitled to Medicare eight months before the date on which your employment terminates, COBRA coverage under the plan for your spouse and children who lost coverage as a result of your termination can last up to 36 months after the date of Medicare entitlement, which is equal to 28 months after the date of the qualifying event (36 months minus eight months). This COBRA coverage period is available only if you become entitled to Medicare within 18 months before the termination or reduction of hours.

Otherwise, when coverage is lost due to the end of your employment or reduction of hours of employment, COBRA coverage generally can last for only up to a maximum of 18 months.

**Extending Coverage.** If the qualifying event that resulted in your COBRA election was your termination of employment or

reduction of hours, an extension of the maximum period of coverage may be available if a qualified beneficiary is disabled or a second qualifying event occurs. You must notify your employer or group sponsor of a disability or a second qualifying event in order to extend the period of COBRA coverage. Failure to provide notice of a disability or second qualifying event will eliminate the right to extend the period of COBRA coverage. Along with the notice of a disability, the qualified beneficiary must also supply a copy of the Social Security Administration disability determination.

If a qualified beneficiary is determined by the Social Security Administration to be disabled and you notify your employer or group sponsor in a timely fashion, all of the qualified beneficiaries in your family may be entitled to receive up to an additional 11 months of COBRA coverage, for a total maximum of 29 months. This extension is available only for qualified beneficiaries who are receiving COBRA coverage because of a qualifying event that was your termination of employment or reduction of hours. The qualified beneficiary must be determined disabled at any time during the first 60 days of COBRA coverage. Each qualified beneficiary will be entitled to the disability extension if one of them qualifies.

The disability extension is available only if you notify your employer or group sponsor in writing of the Social Security Administration's determination of disability within 60 days after the latest of:

- The date of the Social Security Administration's disability determination;
- The date of your termination of employment or reduction of hours; or
- The date on which the qualified beneficiary loses (or would lose) coverage under the terms of the plan as a result of your termination of employment or reduction of hours.

The written notice must include the plan name or group name, your name, your Social Security Number, your dependent's name and a description of the event.

You must also provide this notice within 60 days after your termination of employment or reduction of hours in order to be entitled to a disability extension.

If these procedures are not followed or if the written notice is not provided to your employer or group sponsor during the 60-day notice period, then there will be no disability extension of COBRA coverage.

An extension of coverage will be available to your spouse and dependent children who are receiving COBRA coverage if a second qualifying event occurs during the 60 days (or, in the case of a disability extension, the 29 months) following your termination of employment or reduction of hours. The maximum amount of COBRA coverage available when a second qualifying event occurs is 36 months. Such second qualifying events may include your death, your divorce or legal separation, or a dependent child's ceasing to be eligible for coverage as a dependent under this plan. These events can be a second qualifying event only if they would have caused the qualified beneficiary to lose coverage under the plan if the first qualifying event had not occurred. (This extension is not available under this plan when you become entitled to Medicare.)

This extension due to a second qualifying event is available only if the participant notifies your employer or group sponsor in writing of the second qualifying event within 60 days after the later of:

- The date of the second qualifying event; and
- The date on which the qualified beneficiary would lose coverage under the terms of this plan as a result of the second qualifying event (if it had occurred while the qualified beneficiary was still covered under this plan).

If these procedures are not followed or if the written notice is not provided to your

employer or group sponsor during the 60-day notice period, there will be no extension of COBRA coverage due to a second qualifying event.

In addition to the regular COBRA termination events specified later in this section, the disability extension period will end the first of the month beginning more than 30 days following recovery.

For example, if disability ends June 10, coverage will continue through the month of July (7/31).

**Termination of Coverage.** Coverage under COBRA will end when you meet the maximum period for your qualifying event, as indicated earlier under *Length of Coverage*.

COBRA coverage will automatically terminate before the end of the maximum period if:

- Any required premium is not paid in full on time;
- A qualified beneficiary becomes covered, after electing COBRA, under another group health plan;
- A qualified beneficiary becomes entitled to Medicare benefits (under Part A, Part B, or both) after electing COBRA;
- The employer ceases to provide any group health plan for its employees; or
- During a disability extension period, the disabled qualified beneficiary is determined by the Social Security Administration to be no longer disabled. For more information about the disability extension period, see *Extending Coverage*, earlier in this section.
- COBRA coverage may also be terminated for any reason this plan would terminate your coverage or coverage of a beneficiary not receiving COBRA coverage, such as fraud.

You must notify your employer or group sponsor in writing within 30 days if, after electing COBRA, a qualified beneficiary becomes entitled to Medicare (Part A, Part

B, or both) or becomes covered under other group health plan coverage.

COBRA coverage will terminate (retroactively if applicable) as of the date of Medicare entitlement or as of the beginning date of the other group health coverage. Your employer or group sponsor will require repayment of all benefits paid after the termination date, regardless of whether or when you provide notice to your employer or group sponsor of Medicare entitlement or other group health plan coverage.

If a disabled qualified beneficiary is determined by the Social Security Administration to no longer be disabled, you must notify your employer or group sponsor of that fact within 30 days after the Social Security Administration's determination.

If the Social Security Administration's determination that the qualified beneficiary is no longer disabled occurs during a disability extension period, COBRA coverage for all qualified beneficiaries will terminate (retroactively if applicable) as of the first day of the month that is more than 30 days after the Social Security Administration's determination that the qualified beneficiary is no longer disabled. Your employer or group sponsor will require repayment of all benefits paid after the termination date, regardless of whether or when you provide notice to your employer or group sponsor that the disabled qualified beneficiary is no longer disabled. For more information about the disability extension period, see *Extending Coverage*, earlier in this section.

**Coverage Cost and Payment.** Each qualified beneficiary is required to pay the entire cost of COBRA coverage. The amount a qualified beneficiary may be required to pay may not exceed 102 percent (or, in the case of an extension of COBRA coverage due to a disability, 150 percent) of the cost to the group health plan (including both employer and employee contributions) for coverage of a similarly situated plan participant or

beneficiary who is not receiving COBRA coverage. The amount of the COBRA premiums may change from time to time during the period of COBRA coverage and will most likely increase over time. You will be notified of COBRA premium changes.

All COBRA premiums must be paid by check or money order.

Your first payment and all monthly payments for COBRA coverage must be made payable to Wellmark Blue Cross and Blue Shield and mailed to:

Wellmark Blue Cross and Blue Shield  
1331 Grand Avenue, Station 3W395  
Des Moines, IA 50309-2901

The payment is considered to have been made on the date that it is postmarked. You will not be considered to have made any payment by mailing a check if your check is returned due to insufficient funds or otherwise.

If you elect COBRA, you do not have to send any payment with the Election form. However, you must make your first payment for COBRA coverage not later than 45 days after the date of election. This is the date the Election form is postmarked, if mailed, or the date the Election form is received by the individual at the address specified for delivery of the Election form, if hand-delivered. For more information on electing coverage, see *Electing Coverage* earlier in this section.

The first payment must cover the cost of COBRA coverage from the time coverage under the plan would have otherwise terminated up through the end of the month before the month in which you make your first payment.

For example, Sue's employment terminated on September 30, and she loses coverage on September 30. Sue elects COBRA on November 15. Her initial premium payment equals the premiums for October and November and is due on or before December 30, the 45<sup>th</sup> day after the date of her COBRA election.

You are responsible for making sure that the amount of your first payment is correct. You may contact the plan administrator to confirm the correct amount of the first payment.

Claims for reimbursement will not be processed and paid until you have elected COBRA and make the first payment for it.

If you do not make the first payment for COBRA coverage in full within 45 days after the date of your election, you will lose all COBRA rights under this plan.

After you make your first payment for COBRA coverage, you will be required to make monthly payments for each subsequent month of COBRA coverage. The amount due for each month for each qualified beneficiary will be disclosed in the election notice provided at the time of the qualifying event. Under the plan, each of these monthly payments for COBRA coverage is due on the first day of the month for that month's COBRA coverage. If you make a monthly payment on or before the first day of the month to which it applies, your COBRA coverage under this plan will continue for that month without any break.

Although monthly payments are due on the first day of each month of COBRA coverage, you will be given a grace period of 30 days after the first day of the month to make each monthly payment. COBRA coverage will be provided for each month as long as payment for that month is made before the end of the grace period for that payment. However, if you pay a monthly payment later than the first day of the month to which it applies, but before the end of the grace period for the month, your coverage under this plan will be suspended as of the first day of the month and then retroactively reinstated (going back to the first day of the month) when the monthly payment is received. This means that any claim submitted for benefits while coverage is suspended may be denied and may have to be resubmitted once coverage is reinstated.

If you fail to make a monthly payment before the end of the grace period for that month, you will lose all rights to COBRA coverage under the plan.

**Assistance With Questions.** Questions concerning the plan or your COBRA rights should be addressed to the contact or contacts identified below. For more information about *COBRA*, the *Health Insurance Portability and Accountability Act (HIPAA)*, and other laws affecting group health plans, contact the nearest Regional Office of the U.S. Department of Health and Human Services (HHS) or visit the HHS website at [www.hhs.gov](http://www.hhs.gov). Addresses and phone numbers of Regional HHS Offices are also available through HHS's website.

**Notification of Changes.** In order to protect your family's rights, you should keep Wellmark Blue Cross and Blue Shield informed of any changes in the addresses of family members. You should also keep a copy, for your records, of any notices sent by your employer or group sponsor.

**Plan Contact Information.** For additional information about you and your dependents' rights and obligations under the plan and under federal law, you should contact your employer or group sponsor, the plan administrator. You may obtain information about COBRA coverage on request from:

Wellmark Blue Cross and Blue Shield  
1331 Grand Avenue, Station 3W395  
Des Moines, IA 50309-2901

The contact information for the plan may change from time to time. The most recent information will be included in the most recent plan documents (if you are not sure whether this is the most recent plan document, you may request the most recent one from the plan administrator or your employer or group sponsor).

**Continuation for Public Group**  
Iowa Code Sections 509A.7 and 509A.13 may apply if you are an employee of the State, an Iowa school district, or other public entity supported by public funds. If

this law applies to you, you may be entitled to continue participation in this medical benefits plan when you retire.

### **Continuation Under Iowa Law**

Under Iowa Code Chapter 509B, you may be eligible to continue your medical care coverage for up to nine months if:

- You lose the coverage you have been receiving through your employer or group sponsor; and
- You have been covered by your medical benefits plan continuously for the last three months.

Your employer or group sponsor must provide written notice of your right to continue coverage within 10 days of the last day you are considered employed or your coverage ends. You will then have 10 days to give your employer or group sponsor written notice that you want to continue coverage.

Your right to continue coverage ends 31 days after the date of your employment termination or the date you were given notice of your continuation right, whichever is later.

If you lose your coverage because of divorce, annulment, or death of the employee, you must notify the employer or group sponsor providing the coverage within 31 days.

Benefits provided by continuation coverage may not be identical to the benefits that active employees have and will be subject to different premium rates. You will be responsible for paying any premiums to your employer or group sponsor for continuation coverage.

If you believe the Iowa continuation law applies to you, you may contact your employer or group sponsor for information on premiums and any necessary paperwork.

If you are eligible for coverage continuation under both Iowa law and COBRA, your employer can comply with Iowa law by offering only COBRA continuation.



# 10. Claims

Once you receive medical services we must receive a claim to determine the amount of your benefits. The claim lets us know the services you received, when you received them, and from which provider.

## When to File a Claim

You need to file a claim if you:

- Use a provider who does not file claims for you. Participating and PPO providers file claims for you.

Wellmark must receive claims within 365 days following the date of service of the claim or if you have other coverage that has primary responsibility for payment then within 180 days of the date of the other carrier's explanation of benefits.

## How to File a Claim

All claims must be submitted in writing.

### 1. Get a Claim Form

Forms are available at *Wellmark.com* or by calling the Customer Service number on your ID card or from your personnel department.

### 2. Fill Out the Claim Form

Follow the same claim filing procedure regardless of where you received services. Directions are printed on the back of the claim form. Complete all sections of the claim form. For more efficient processing, all claims (including those completed out-of-country) should be written in English.

If you need assistance completing the claim form, call the Customer Service number on your ID card.

**Medical Claim Form.** Follow these steps to complete a medical claim form:

- Use a separate claim form for each covered family member and each provider.
- Attach a copy of an itemized statement prepared by your provider. We cannot

accept statements you prepare, cash register receipts, receipt of payment notices, or balance due notices. In order for a claim request to qualify for processing, the itemized statement must be on the provider's stationery, and include at least the following:

- Identification of provider: full name, address, tax or license ID numbers, and provider numbers.
- Patient information: first and last name, date of birth, gender, relationship to plan member, and daytime phone number.
- Date(s) of service.
- Charge for each service.
- Place of service (office, hospital, etc.).
- For injury or illness: date and diagnosis.
- For inpatient claims: admission date, patient status, attending physician ID.
- Days or units of service.
- Revenue, diagnosis, and procedure codes.
- Description of each service.

**Prescription Drugs Claim Form.** For prescription drugs covered under your medical benefits, use a separate prescription drug claim form and include the following information:

- Pharmacy name and address.
- Patient information: first and last name, date of birth, gender, and relationship to plan member.
- Date(s) of service.
- Description and quantity of drug.
- Original pharmacy receipt or cash receipt with the pharmacist's signature on it.

### 3. Sign the Claim Form

#### 4. Submit the Claim

We recommend you retain a copy for your records. The original form you send or any attachments sent with the form cannot be returned to you. Send the claim to:

Wellmark Blue Cross and Blue Shield  
Station 1E238  
P.O. Box 9291  
Des Moines, IA 50306-9291

**Claims for Services Received Outside the United States.** Send the claim to the address printed on the claim form.

We may require additional information from you or your provider before a claim can be considered complete and ready for processing.

### Notification of Decision

You will receive an Explanation of Benefits (EOB) following your claim. The EOB is a statement outlining how we applied benefits to a submitted claim. It details amounts that providers charged, network savings, our paid amounts, and amounts for which you are responsible.

In case of an adverse decision, the notice will be sent within 30 days of receipt of the claim. We may extend this time by up to 15 days if the claim determination is delayed for reasons beyond our control. If we do not send an explanation of benefits statement or a notice of extension within the 30-day period, you have the right to begin an appeal. We will notify you of the circumstances requiring an extension and the date by which we expect to render a decision.

If an extension is necessary because we require additional information from you, the notice will describe the specific information needed. You have 45 days from receipt of the notice to provide the information. Without complete information, your claim will be denied.

If you have other insurance coverage, our processing of your claim may utilize

coordination of benefits guidelines. See *Coordination of Benefits*, page 67.

Once we pay your claim, whether our payment is sent to you or to your provider, our obligation to pay benefits for the claim is discharged. In the case of Out-of-Network hospitals, M.D.s, and D.O.s located in Iowa, the health plan payment is made payable to the provider, but the check is sent to you. You are responsible for forwarding the check to the provider, plus any difference between the amount charged and our payment.

### Request for Benefit Exception Review

If you have received an adverse benefit determination that denies or reduces benefits or fails to provide payment in whole or in part for any of the following services, when recommended by your treating provider as medically necessary, you or an individual acting as your authorized representative may request a benefit exception review.

Services subject to this exception process:

- For a woman who previously has had breast cancer, ovarian cancer, or other cancer, but who has not been diagnosed with BRCA-related cancer, appropriate preventive screening, genetic counseling, and genetic testing.
- FDA-approved contraceptive items or services prescribed by your health care provider based upon a specific determination of medical necessity for you.
- For transgender individuals, sex-specific preventive care services (e.g., mammograms and Pap smears) that his or her attending provider has determined are medically appropriate.
- For dependent children, certain well-woman preventive care services that the attending provider determined are age- and developmentally-appropriate.
- Anesthesia services in connection with a preventive colonoscopy when your

attending provider determined that anesthesia would be medically appropriate.

- A required consultation prior to a screening colonoscopy, if your attending provider determined that the pre-procedure consultation would be medically appropriate for you.
- Certain immunizations that ACIP recommends for specified individuals (rather than for routine use for an entire population), when prescribed by your health care provider consistent with the ACIP recommendations.
- FDA-approved intrauterine devices and implants, if prescribed by your health care provider.

You may request a benefit exception review orally or in writing by submitting your request to the address listed in the *Appeals* section. To be considered, your request must include a letter or statement from your treating provider that the services or supplies were medically necessary and your treating provider's reason(s) for their determination that the services or supplies were medically necessary.

Your request will be addressed within the timeframes outlined in the *Appeals* section based upon whether your request is a medically urgent or non-medically urgent matter.

Also, if you received pathology services from an in-network provider related to a preventive colonoscopy screening for which you were responsible for a portion of the cost, such as a deductible, copayment or coinsurance, you or an individual acting as your authorized representative may request a benefit exception review. You may request a benefit exception review orally or in writing by submitting your request to the address listed in the *Appeals* section. Your request will be addressed within the timeframes outlined in the *Appeals* section based upon whether your request is a medically urgent or non-medically urgent matter.



# 11. Coordination of Benefits

Coordination of benefits applies when you have more than one insurance policy or group health plan that provides the same or similar benefits as this plan. Benefits payable under this plan, when combined with those paid under your other coverage, will not be more than 100 percent of either our payment arrangement amount or the other plan's payment arrangement amount.

The method we use to calculate the payment arrangement amount may be different from your other plan's method.

## Other Coverage

When you receive services, you must inform us that you have other coverage, and inform your health care provider about your other coverage. Other coverage includes any of the following:

- Group and nongroup insurance contracts and subscriber contracts.
- HMO contracts.
- Uninsured arrangements of group or group-type coverage.
- Group and nongroup coverage through closed panel plans.
- Group-type contracts.
- The medical care components of long-term contracts, such as skilled nursing care.
- Medicare or other governmental benefits (not including Medicaid).
- The medical benefits coverage of your auto insurance (whether issued on a fault or no-fault basis).

Coverage that is not subject to coordination of benefits includes the following:

- Hospital indemnity coverage or other fixed indemnity coverage.
- Accident-only coverage.
- Specified disease or specified accident coverage.
- Limited benefit health coverage, as defined by Iowa law.

- School accident-type coverage.
- Benefits for nonmedical components of long-term care policies.
- Medicare supplement policies.
- Medicaid policies.
- Coverage under other governmental plans, unless permitted by law.

You must cooperate with Wellmark and provide requested information about other coverage. Failure to provide information can result in a denied claim. We may get the facts we need from or give them to other organizations or persons for the purpose of applying the following rules and determining the benefits payable under this plan and other plans covering you. We need not tell, or get the consent of, any person to do this.

Your Participating or PPO provider will forward your coverage information to us. If you have an Out-of-Network Provider, you are responsible for informing us about your other coverage.

## Claim Filing

If you know that your other coverage has primary responsibility for payment, after you receive services, a claim should be submitted to your other insurance carrier first. If that claim is processed with an unpaid balance for benefits eligible under this group health plan, you or your provider should submit a claim to us and attach the other carrier's explanation of benefit payment within 180 days of the date of the other carrier's explanation of benefits. We may contact your provider or the other carrier for further information.

## Rules of Coordination

We follow certain rules to determine which health plan or coverage pays first (as the primary plan) when other coverage provides the same or similar benefits as this group health plan. Here are some of those rules:

- The primary plan pays or provides benefits according to its terms of coverage and without regard to the benefits under any other plan. Except as provided below, a plan that does not contain a coordination of benefits provision that is consistent with applicable regulations is always primary unless the provisions of both plans state that the complying plan is primary.
- Coverage that is obtained by membership in a group and is designed to supplement a part of a basic package of benefits is excess to any other parts of the plan provided by the contract holder. (Examples of such supplementary coverage are major medical coverage that is superimposed over base plan hospital and surgical benefits and insurance-type coverage written in connection with a closed panel plan to provide Out-of-Network benefits.)

The following rules are to be applied in order. The first rule that applies to your situation is used to determine the primary plan.

- The coverage that you have as an employee, plan member, subscriber, policyholder, or retiree pays before coverage that you have as a spouse or dependent. However, if the person is a Medicare beneficiary and, as a result of federal law, Medicare is secondary to the plan covering the person as a dependent and primary to the plan covering the person as other than a dependent (e.g., a retired employee), then the order of benefits between the two plans is reversed, so that the plan covering the person as the employee, plan member, subscriber, policyholder or retiree is the secondary plan and the other plan is the primary plan.
- The coverage that you have as the result of active employment (not laid off or retired) pays before coverage that you have as a laid-off or retired employee. The same would be true if a person is a

dependent of an active employee and that same person is a dependent of a retired or laid-off employee. If the other plan does not have this rule and, as a result, the plans do not agree on the order of benefits, this rule is ignored.

- If a person whose coverage is provided pursuant to COBRA or under a right of continuation provided by state or other federal law is covered under another plan, the plan covering the person as an employee, plan member, subscriber, policyholder or retiree or covering the person as a dependent of an employee, member, subscriber or retiree is the primary plan and the COBRA or state or other federal continuation coverage is the secondary plan. If the other plan does not have this rule and, as a result, the plans do not agree on the order of benefits, this rule is ignored.
- The coverage with the earliest continuous effective date pays first if none of the rules above apply.
- If the preceding rules do not determine the order of benefits, the benefits payable will be shared equally between the plans. In addition, this plan will not pay more than it would have paid had it been the primary plan.

### **Dependent Children**

To coordinate benefits for a dependent child, the following rules apply (unless there is a court decree stating otherwise):

- If the child is covered by both parents who are married (and not separated) or who are living together, whether or not they have been married, then the coverage of the parent whose birthday occurs first in a calendar year pays first. If both parents have the same birthday, the plan that has covered the parent the longest is the primary plan.
- For a child covered by separated or divorced parents or parents who are not

living together, whether or not they have been married:

- If a court decree states that one of the parents is responsible for the child’s health care expenses or coverage and the plan of that parent has actual knowledge of those terms, then that parent’s coverage pays first. If the parent with responsibility has no health care coverage for the dependent child’s health care expenses, but that parent’s spouse does, that parent’s spouse’s coverage pays first. This item does not apply with respect to any plan year during which benefits are paid or provided before the entity has actual knowledge of the court decree provision.
- If a court decree states that both parents are responsible for the child’s health care expense or health care coverage or if a court decree states that the parents have joint custody without specifying that one parent has responsibility for the health care expenses or coverage of the dependent child, then the coverage of the parent whose birthday occurs first in a calendar year pays first. If both parents have the same birthday, the plan that has covered the parent the longest is the primary plan.
- If a court decree does not specify which parent has financial or insurance responsibility, then the coverage of the parent with custody pays first. The payment order for the child is as follows: custodial parent, spouse of custodial parent, other parent, spouse of other parent. A custodial parent is the parent awarded custody by a court decree or, in the absence of a court decree, is the parent with whom the child resides more than one-half of the calendar year excluding any temporary visitation.

If none of these rules apply to your situation, we will follow the Iowa Insurance Division’s Coordination of Benefits guidelines to determine this group health plan payment.

**Effects on the Benefits of this Plan**

In determining the amount to be paid for any claim, the secondary plan will calculate the benefits it would have paid in the absence of other coverage and apply the calculated amount to any allowable expense under its plan that is unpaid by the primary plan. The secondary plan may then reduce its payment by the amount so that, when combined with the amount paid by the primary plan, total benefits paid or provided by all plans for the claim do not exceed the total allowable expense for that claim. In addition, the secondary plan will credit to its applicable deductible any amounts it would have credited to its deductible in the absence of other coverage.

**Right of Recovery**

If the amount of payments made by us is more than we should have paid under these coordination of benefits provisions, we may recover the excess from any of the persons to or for whom we paid, or from any other person or organization that may be responsible for the benefits or services provided for the covered person. The amount of payments made includes the reasonable cash value of any benefits provided in the form of services.

**Coordination with Medicare**

Medicare is by law the secondary coverage to group health plans in a variety of situations.

The following provisions apply only if you have both Medicare and employer group health coverage under your medical benefits and your employer has the required minimum number of employees.

**Medicare Part B Drugs**

Drugs paid under Medicare Part B are covered under the medical benefits of this plan.

**Working Aged**

If you are a member of a group health plan of an employer with at least 20 employees for each working day for at least 20 calendar weeks in the current or preceding year, then Medicare is the secondary payer if the beneficiary is:

- Age 65 or older; and
- A current employee or spouse of a current employee covered by an employer group health plan.

**Working Disabled**

If you are a member of a group health plan of an employer with at least 100 full-time, part-time, or leased employees on at least 50 percent of regular business days during the preceding calendar year, then Medicare is the secondary payer if the beneficiary is:

- Under age 65;
- A recipient of Medicare disability benefits; and
- A current employee or a spouse or dependent of a current employee, covered by an employer group health plan.

**End-Stage Renal Disease (ESRD)**

The ESRD requirements apply to group health plans of all employers, regardless of the number of employees. Under these requirements, Medicare is the secondary payer during the first 30 months of Medicare coverage if both of the following are true:

- The beneficiary has Medicare coverage as an ESRD patient; and
- The beneficiary is covered by an employer group health plan.

If the beneficiary is already covered by Medicare due to age or disability and the beneficiary becomes eligible for Medicare ESRD coverage, Medicare generally is the secondary payer during the first 30 months of ESRD eligibility. However, if the group health plan is secondary to Medicare (based on other Medicare secondary-payer requirements) at the time the beneficiary

becomes covered for ESRD, the group health plan remains secondary to Medicare.

This is only a general summary of the laws, which may change from time to time. For more information, contact your employer or the Social Security Administration.



# 12. Appeals

## Right of Appeal

You have the right to one full and fair review in the case of an adverse benefit determination that denies, reduces, or terminates benefits, or fails to provide payment in whole or in part. Adverse benefit determinations include a denied or reduced claim, a rescission of coverage, or an adverse benefit determination concerning a pre-service notification requirement. Pre-service notification requirements are:

- A precertification request.
- A notification of admission or services.
- A prior approval request.

## How to Request an Internal Appeal

You or your authorized representative, if you have designated one, may appeal an adverse benefit determination within 180 days from the date you are notified of our adverse benefit determination by submitting a written appeal. Appeal forms are available at our website, *Wellmark.com*. See *Authorized Representative*, page 75.

### Medically Urgent Appeal

To appeal an adverse benefit determination involving a medically urgent situation, you may request an expedited appeal, either orally or in writing. Medically urgent generally means a situation in which your health may be in serious jeopardy or, in the opinion of your physician, you may experience severe pain that cannot be adequately controlled while you wait for a decision.

### Non-Medically Urgent Appeal

To appeal an adverse benefit determination that is not medically urgent, you must make your request for a review in writing.

## What to Include in Your Internal Appeal

You must submit all relevant information with your appeal, including the reason for your appeal. This includes written comments, documents, or other information in support of your appeal. You must also submit:

- Date of your request.
- Your name (please type or print), address, and if applicable, the name and address of your authorized representative.
- Member identification number.
- Claim number from your Explanation of Benefits, if applicable.
- Date of service in question.

If you have difficulty obtaining this information, ask your provider or pharmacist to assist you.

## Where to Send Internal Appeal

Wellmark Blue Cross and Blue Shield  
Special Inquiries  
P.O. Box 9232, Station 5W189  
Des Moines, IA 50306-9232

## Review of Internal Appeal

Your request for an internal appeal will be reviewed only once. The review will take into account all information regarding the adverse benefit determination whether or not the information was presented or available at the initial determination. Upon request, and free of charge, you will be provided reasonable access to and copies of all relevant records used in making the initial determination. Any new information or rationale gathered or relied upon during the appeal process will be provided to you prior to Wellmark issuing a final adverse benefit determination and you will have the

opportunity to respond to that information or to provide information.

The review will not be conducted by the original decision makers or any of their subordinates. The review will be conducted without regard to the original decision. If a decision requires medical judgment, we will consult an appropriate medical expert who was not previously involved in the original decision and who has no conflict of interest in making the decision. If we deny your appeal, in whole or in part, you may request, in writing, the identity of the medical expert we consulted.

### **Decision on Internal Appeal**

The decision on appeal is the final internal determination. Once a decision on internal appeal is reached, your right to internal appeal is exhausted.

#### **Medically Urgent Appeal**

For a medically urgent appeal, you will be notified (by telephone, e-mail, fax or another prompt method) of our decision as soon as possible, based on the medical situation, but no later than 72 hours after your expedited appeal request is received. If the decision is adverse, a written notification will be sent.

#### **All Other Appeals**

For all other appeals, you will be notified in writing of our decision. Most appeal requests will be determined within 30 days and all appeal requests will be determined within 60 days.

### **External Review**

You have the right to request an external review of a final adverse determination involving a covered service when the determination involved:

- Medical necessity.
- Appropriateness of services or supplies, including health care setting, level of care, or effectiveness of treatment.
- Investigational or experimental services or supplies.

- Concurrent review or admission to a facility. See *Notification Requirements and Care Coordination*, page 37.

An adverse determination eligible for external review does not include a denial of coverage for a service or treatment specifically excluded under this plan.

The external review will be conducted by independent health care professionals who have no association with us and who have no conflict of interest with respect to the benefit determination.

#### **Have you exhausted the appeal process?**

Before you can request an external review, you must first exhaust the internal appeal process described earlier in this section. However, if you have not received a decision regarding the adverse benefit determination within 30 days following the date of your request for an appeal, you are considered to have exhausted the internal appeal process.

**Requesting an external review.** You or your authorized representative may request an external review through the Iowa Insurance Division by completing an External Review Request Form and submitting the form as described in this section. You may obtain this request form by calling the Customer Service number on your ID card, by visiting our website at *Wellmark.com*, by contacting the Iowa Insurance Division, or by visiting the Iowa Insurance Division's website at [www.iid.iowa.gov](http://www.iid.iowa.gov).

You will be required to authorize the release of any medical records that may be required to be reviewed for the purpose of reaching a decision on your request for external review.

Requests must be filed in writing at the following address, no later than four months after you receive notice of the final adverse benefit determination:

Iowa Insurance Division  
Two Ruan Center  
601 Locust, 4<sup>th</sup> Floor  
Des Moines, IA 50309-3738

Fax: 515-281-3059  
 E-mail:  
 iid.marketregulation@iid.iowa.gov

**How the review works.** Upon notification that an external review request has been filed, Wellmark will make a preliminary review of the request to determine whether the request may proceed to external review. Following that review, the Iowa Insurance Division will decide whether your request is eligible for an external review, and if it is, the Iowa Insurance Division will assign an independent review organization (IRO) to conduct the external review. You will be advised of the name of the IRO and will then have five business days to provide new information to the IRO. The IRO will make a decision within 45 days of the date the Iowa Insurance Division receives your request for an external review.

**Need help?** You may contact the Iowa Insurance Division at **877-955-1212** at any time for assistance with the external review process.

**Expedited External Review**

You do not need to exhaust the internal appeal process to request an external review of an adverse determination or a final adverse determination if you have a medical condition for which the time frame for completing an internal appeal or for completing a standard external review would seriously jeopardize your life or health or would jeopardize your ability to regain maximum function.

You may also have the right to request an expedited external review of a final adverse determination that concerns an admission, availability of care, concurrent review, or service for which you received emergency services, and you have not been discharged from a facility.

If our adverse benefit determination is that the service or treatment is experimental or investigational and your treating physician has certified in writing that delaying the service or treatment would render it

significantly less effective, you may also have the right to request an expedited external review.

You or your authorized representative may submit an oral or written expedited external review request to the Iowa Insurance Division by contacting the Iowa Insurance Division at **877-955-1212**.

If the Insurance Division determines the request is eligible for an expedited external review, the Division will immediately assign an IRO to conduct the review and a decision will be made expeditiously, but in no event more than 72 hours after the IRO receives the request for an expedited external review.

**Legal Action**

You shall not start legal action against us until you have exhausted the appeal procedure described in this section.



# 13. General Provisions

## Contract

The conditions of your coverage are defined in your contract. Your contract includes:

- Any application you submitted to us or to your employer or group sponsor.
- Any agreement or group policy we have with your employer or group sponsor.
- Any application completed by your employer or group sponsor.
- This summary plan description and any riders or amendments.

All of the statements made by you or your employer or group sponsor in any of these materials will be treated by us as representations, not warranties.

## Interpreting this Summary Plan Description

We will interpret the provisions of this summary plan description and determine the answer to all questions that arise under it. We have the administrative discretion to determine whether you meet our written eligibility requirements, or to interpret any other term in this summary plan description. If any benefit described in this summary plan description is subject to a determination of medical necessity, unless otherwise required by law, we will make that factual determination. Our interpretations and determinations are final and conclusive, subject to the appeal procedures outlined earlier in this summary plan description.

There are certain rules you must follow in order for us to properly administer your benefits. Different rules appear in different sections of your summary plan description. You should become familiar with the entire document.

## Authority to Terminate, Amend, or Modify

Your employer or group sponsor has the authority to terminate, amend, or modify

the coverage described in this summary plan description at any time. Any amendment or modification will be in writing and will be as binding as this summary plan description. If your contract is terminated, you may not receive benefits.

## Authorized Group Benefits Plan Changes

No agent, employee, or representative of ours is authorized to vary, add to, change, modify, waive, or alter any of the provisions described in this summary plan description. This summary plan description cannot be changed except by one of the following:

- Written amendment signed by an authorized officer and accepted by you or your employer or group sponsor.
- Our receipt of proper notification that an event has changed your spouse or dependent's eligibility for coverage. See *Coverage Changes and Termination*, page 51.

## Authorized Representative

You may authorize another person to represent you and with whom you want us to communicate regarding specific claims or an appeal. This authorization must be in writing, signed by you, and include all the information required in our Authorized Representative Form. This form is available at [Wellmark.com](http://Wellmark.com) or by calling the Customer Service number on your ID card.

In a medically urgent situation your treating health care practitioner may act as your authorized representative without completion of the Authorized Representative Form.

An assignment of benefits, release of information, or other similar form that you may sign at the request of your health care provider does not make your provider an authorized representative. You may authorize only one person as your

representative at a time. You may revoke the authorized representative at any time.

## **Release of Information**

By enrolling in this group health plan, you have agreed to release any necessary information requested about you so we can process claims for benefits.

You must allow any provider, facility, or their employee to give us information about a treatment or condition. If we do not receive the information requested, or if you withhold information, your benefits may be denied. If you fraudulently use your coverage or misrepresent or conceal material facts when providing information, then we may terminate your coverage under this group health plan.

## **Privacy of Information**

Your employer or group sponsor is required to protect the privacy of your health information. It is required to request, use, or disclose your health information only as permitted or required by law. For example, your employer or group sponsor has contracted with Wellmark to administer this group health plan and Wellmark will use or disclose your health information for treatment, payment, and health care operations according to the standards and specifications of the federal privacy regulations.

### **Treatment**

We may disclose your health information to a physician or other health care provider in order for such health care provider to provide treatment to you.

### **Payment**

We may use and disclose your health information to pay for covered services from physicians, hospitals, and other providers, to determine your eligibility for benefits, to coordinate benefits, to determine medical necessity, to obtain payment from your employer or group sponsor, to issue explanations of benefits to the person enrolled in the group health plan in which

you participate, and the like. We may disclose your health information to a health care provider or entity subject to the federal privacy rules so they can obtain payment or engage in these payment activities.

### **Health Care Operations**

We may use and disclose your health information in connection with health care operations. Health care operations include, but are not limited to, determining payment and rates for your group health plan; quality assessment and improvement activities; reviewing the competence or qualifications of health care practitioners, evaluating provider performance, conducting training programs, accreditation, certification, licensing, or credentialing activities; medical review, legal services, and auditing, including fraud and abuse detection and compliance; business planning and development; and business management and general administrative activities.

### **Other Disclosures**

Your employer or group sponsor or Wellmark is required to obtain your explicit authorization for any use or disclosure of your health information that is not permitted or required by law. For example, we may release claim payment information to a friend or family member to act on your behalf during a hospitalization if you submit an authorization to release information to that person. If you give us an authorization, you may revoke it in writing at any time. Your revocation will not affect any use or disclosures permitted by your authorization while it was in effect.

## **Member Health Support Services**

Wellmark may from time to time make available to you certain health support services (such as disease management), for a fee or for no fee. Wellmark may offer financial and other incentives to you to use such services. As a part of the provision of these services, Wellmark may:

- Use your personal health information (including, but not limited to, substance abuse, mental health, and HIV/AIDS information); and
- Disclose such information to your health care providers and Wellmark's health support service vendors, for purposes of providing such services to you.

Wellmark will use and disclose information according to the terms of our Privacy Practices Notice, which is available upon request or at *Wellmark.com*.

## Value Added or Innovative Benefits

Wellmark may, from time to time, make available to you certain value added or innovative benefits for a fee or for no fee. Examples include Blue365<sup>®</sup>, identity theft protections, and discounts on alternative/preventive therapies, fitness, exercise and diet assistance, and elective procedures as well as resources to help you make more informed health decisions. Wellmark may also provide rewards or incentives under this plan if you participate in certain voluntary wellness activities or programs that encourage healthy behaviors. Your employer is responsible for any income and employment tax withholding, depositing and reporting obligations that may apply to the value of such rewards and incentives.

## Value-Based Programs

Value-based programs involve local health care organizations that are held accountable for the quality and cost of care delivered to a defined population. Value-based programs can include accountable care organizations (ACOs), patient centered medical homes (PCMHs), and other programs developed by Wellmark, the Blue Cross Blue Shield Association, or other Blue Cross Blue Shield health plans ("Blue Plans"). Wellmark and Blue Plans have entered into collaborative arrangements with value-based programs under which the health care providers participating in them are eligible for financial incentives relating to quality and

cost-effective care of Wellmark and/or Blue Plan members. If your physician, hospital, or other health care provider participates in the Wellmark ACO program or other value-based program, Wellmark may make available to such health care providers your health care information, including claims information, for purposes of helping support their delivery of health care services to you.

## Nonassignment

Benefits for covered services under this group health plan are for your personal benefit and cannot be transferred or assigned to anyone else without our consent. You are prohibited from assigning any claim or cause of action arising out of or relating to this group health plan. Any attempt to assign this group health plan or rights to payment will be void.

## Governing Law

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

## Legal Action

You shall not start any legal action against us unless you have exhausted the applicable appeal process and the external review process described in the *Appeals* section.

You shall not bring any legal or equitable action against us because of a claim under this group health plan, or because of the alleged breach of this plan, more than two years after the end of the calendar year in which the services or supplies were provided.

## Medicaid Enrollment and Payments to Medicaid

### Assignment of Rights

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

### Enrollment Without Regard to Medicaid

Your receipt or eligibility for benefits under Medicaid will not affect your enrollment as a participant or beneficiary of this group health plan, nor will it affect our determination of benefits.

### Acquisition by States of Rights of Third Parties

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

### Medicaid Reimbursement

When a PPO or Participating provider submits a claim to a state Medicaid program for a covered service and Wellmark reimburses the state Medicaid program for the service, Wellmark's total payment for the service will be limited to the amount paid to the state Medicaid program. No additional payments will be made to the provider or to you.

## Subrogation

### Right of Subrogation

If you or your legal representative have a claim to recover money from a third party and this claim relates to an illness or injury for which this group health plan provides benefits, we, on behalf of your employer or group sponsor, will be subrogated to you and your legal representative's rights to recover from the third party as a condition to your receipt of benefits.

### Right of Reimbursement

If you have an illness or injury as a result of the act of a third party or arising out of obligations you have under a contract and you or your legal representative files a claim under this group health plan, as a condition of receipt of benefits, you or your legal representative must reimburse us for all benefits paid for the illness or injury from money received from the third party or its insurer, or under the contract, to the extent of the amount paid by this group health plan on the claim.

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

- The responsible person or that person's insurer.
- Uninsured motorist coverage.
- Underinsured motorist coverage.
- Other insurance coverage including, but not limited to, homeowner's, motor vehicle, or medical payments insurance.

You agree to recognize our rights under this group health plan to subrogation and reimbursement. These rights provide us with a priority over any money paid by a third party to you relative to the amount paid by this group health plan, including priority over any claim for nonmedical charges, or other costs and expenses. We will assume all rights of recovery, to the extent of payment made under this group health plan, regardless of whether payment is made before or after settlement of a third party claim, and regardless of whether you have received full or complete compensation for an illness or injury.

### Procedures for Subrogation and Reimbursement

You or your legal representative must do whatever we request with respect to the exercise of our subrogation and reimbursement rights, and you agree to do nothing to prejudice those rights. In



addition, at the time of making a claim for benefits, you or your legal representative must inform us in writing if you have an illness or injury caused by a third party or arising out of obligations you have under a contract. You or your legal representative must provide the following information, by registered mail, as soon as reasonably practicable of such illness or injury to us as a condition to receipt of benefits:

- The name, address, and telephone number of the third party that in any way caused the illness or injury or is a party to the contract, and of the attorney representing the third party;
- The name, address and telephone number of the third party's insurer and any insurer of you;
- The name, address and telephone number of your attorney with respect to the third party's act;
- Prior to the meeting, the date, time and location of any meeting between the third party or his attorney and you, or your attorney;
- All terms of any settlement offer made by the third party or his insurer or your insurer;
- All information discovered by you or your attorney concerning the insurance coverage of the third party;
- The amount and location of any money that is recovered by you from the third party or his insurer or your insurer, and the date that the money was received;
- Prior to settlement, all information related to any oral or written settlement agreement between you and the third party or his insurer or your insurer;
- All information regarding any legal action that has been brought on your behalf against the third party or his insurer; and
- All other information requested by us.

Send this information to:

Wellmark Blue Cross and Blue Shield  
1331 Grand Avenue, Station 5E151  
Des Moines, IA 50309-2901

You also agree to all of the following:

- You will immediately let us know about any potential claims or rights of recovery related to the illness or injury.
- You will furnish any information and assistance that we determine we will need to enforce our rights under this group health plan.
- You will do nothing to prejudice our rights and interests including, but not limited to, signing any release or waiver (or otherwise releasing) our rights, without obtaining our written permission.
- You will not compromise, settle, surrender, or release any claim or right of recovery described above, without obtaining our written permission.
- If payment is received from the other party or parties, you must reimburse us to the extent of benefit payments made under this group health plan.
- In the event you or your attorney receive any funds in compensation for your illness or injury, you or your attorney will hold those funds (up to and including the amount of benefits paid under this group health plan in connection with the illness or injury) in trust for the benefit of this group health plan as trustee(s) for us until the extent of our right to reimbursement or subrogation has been resolved.
- In the event you invoke your rights of recovery against a third-party related to the illness or injury, you will not seek an advancement of costs or fees from us.
- The amount of our subrogation interest shall be paid first from any funds recovered on your behalf from any source, without regard to whether you have been made whole or fully compensated for your losses, and the "make whole" rule is specifically rejected and inapplicable under this group health plan.
- We will not be liable for payment of any share of attorneys' fees or other expenses incurred in obtaining any

recovery, except as expressly agreed in writing, and the “common fund” rule is specifically rejected and inapplicable under this group health plan.

It is further agreed that in the event that you fail to take the necessary legal action to recover from the responsible party, we shall have the option to do so and may proceed in its name or your name against the responsible party and shall be entitled to the recovery of the amount of benefits paid under this group health plan and shall be entitled to recover its expenses, including reasonable attorney fees and costs, incurred for such recovery.

In the event we deem it necessary to institute legal action against you if you fail to repay us as required in this group health plan, you shall be liable for the amount of such payments made by us as well as all of our costs of collection, including reasonable attorney fees and costs.

You hereby authorize the deduction of any excess benefit received or benefits that should not have been paid, from any present or future compensation payments.

You and your covered family member(s) must notify us if you have the potential right to receive payment from someone else. You must cooperate with us to ensure that our rights to subrogation are protected.

Our right of subrogation and reimbursement under this group health plan applies to all rights of recovery, and not only to your right to compensation for medical expenses. A settlement or judgment structured in any manner not to include medical expenses, or an action brought by you or on your behalf which fails to state a claim for recovery of medical expenses, shall not defeat our rights of subrogation and reimbursement if there is any recovery on your claim.

We reserve the right to offset any amounts owed to us against any future claim payments.

## **Workers’ Compensation**

If you have received benefits under this group health plan for an injury or condition that is the subject or basis of a workers’ compensation claim (whether litigated or not), we are entitled to reimbursement to the extent of benefits paid under this plan from your employer, your employer’s workers’ compensation carrier, or you in the event that your claim is accepted or adjudged to be covered under workers’ compensation.

Furthermore, we are entitled to reimbursement from you to the full extent of benefits paid out of any proceeds you receive from any workers’ compensation claim, regardless of whether you have been made whole or fully compensated for your losses, regardless of whether the proceeds represent a compromise or disputed settlement, and regardless of any characterization of the settlement proceeds by the parties to the settlement. We will not be liable for any attorney’s fees or other expenses incurred in obtaining any proceeds for any workers’ compensation claim.

We utilize industry standard methods to identify claims that may be work-related. This may result in initial payment of some claims that are work-related. We reserve the right to seek reimbursement of any such claim or to waive reimbursement of any claim, at our discretion.

## **Payment in Error**

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

## **Notice**

If a specific address has not been provided elsewhere in this summary plan description, you may send any notice to Wellmark’s office:

Wellmark Blue Cross and Blue Shield  
1331 Grand Avenue  
Des Moines, IA 50309-2901

Any notice from Wellmark to you is acceptable when sent to your address as it

appears on Wellmark's records or the address of the group through which you are enrolled.

### **Submitting a Complaint**

If you are dissatisfied or have a complaint regarding our products or services, call the Customer Service number on your ID card. We will attempt to resolve the issue in a timely manner. You may also contact Customer Service for information on where to send a written complaint.



# Glossary

The definitions in this section are terms that are used in various sections of this summary plan description. A term that appears in only one section is defined in that section.

**Accidental Injury.** An injury, independent of disease or bodily infirmity or any other cause, that happens by chance and requires immediate medical attention.

**Admission.** Formal acceptance as a patient to a hospital or other covered health care facility for a health condition.

**Amount Charged.** The amount that a provider bills for a service or supply, whether or not it is covered under this group health plan.

**Benefits.** Medically necessary services or supplies that qualify for payment under this group health plan.

**BlueCard Program.** The Blue Cross Blue Shield Association program that permits members of any Blue Cross or Blue Shield Plan to have access to the advantages of PPO Providers throughout the United States.

**Creditable Coverage.** Any of the following categories of coverage:

- Group health plan (including government and church plans).
- Health insurance coverage (including group, individual, and short-term limited duration coverage).
- Medicare (Part A or B of Title XVIII of the Social Security Act).
- Medicaid (Title XIX of the Social Security Act).
- Medical care for members and certain former members of the uniformed services, and for their dependents (Chapter 55 of Title 10, United States Code).
- A medical care program of the Indian Health Service or of a tribal organization.
- A state health benefits risk pool.

- Federal Employee Health Benefit Plan (a health plan offered under Chapter 89 of Title 5, United States Code).
- A State Children's Health Insurance Program (S-CHIP).
- A public health plan as defined in federal regulations (including health coverage provided under a plan established or maintained by a foreign country or political subdivision).
- A health benefits plan under Section 5(e) of the Peace Corps Act.
- An organized delivery system licensed by the director of public health.

**Extended Home Skilled Nursing.**

Home skilled nursing care, other than short-term home skilled nursing, provided in the home by a registered (R.N.) or licensed practical nurse (L.P.N.) who is associated with an agency accredited by the Joint Commission for Accreditation of Health Care Organizations (JCAHO) or a Medicare-certified agency that is ordered by a physician and consists of four or more hours per day of continuous nursing care that requires the technical proficiency and knowledge of an R.N. or L.P.N.

**Group.** Those plan members who share a common relationship, such as employment or membership.

**Group Sponsor.** The entity that sponsors this group health plan.

**Illness or Injury.** Any bodily disorder, bodily injury, disease, or mental health condition, including pregnancy and complications of pregnancy.

**Inpatient.** Services received, or a person receiving services, while admitted to a health care facility for at least an overnight stay.

**Medically Urgent Situation.** A situation where a longer, non-urgent response time to

a pre-service notification could seriously jeopardize the life or health of the benefits plan member seeking services or, in the opinion of a physician with knowledge of the member's medical condition, would subject the member to severe pain that cannot be managed without the services in question.

**Medicare.** The federal government health insurance program established under Title XVIII of the Social Security Act for people age 65 and older and for individuals of any age entitled to monthly disability benefits under Social Security or the Railroad Retirement Program. It is also for those with chronic renal disease who require hemodialysis or kidney transplant.

**Member.** A person covered under this group health plan.

**Out-of-Network Provider.** A facility or practitioner that does not participate with either Wellmark or any other Blue Cross or Blue Shield Plan. Pharmacies that do not contract with our pharmacy benefits manager are considered Out-of-Network Providers.

**Outpatient.** Services received, or a person receiving services, in the outpatient department of a hospital, an ambulatory surgery center, or the home.

**Participating Providers.** These providers participate with a Blue Cross and/or Blue Shield Plan in another state or service area but not with a preferred provider program. Pharmacies that contract with our pharmacy benefits manager are considered Participating Providers.

**Plan Member.** The person who signed for this group health plan.

**Plan Year.** A date used for purposes of determining compliance with federal legislation.

**PPO Provider.** A facility or practitioner that participates with a Blue Cross or Blue Shield preferred provider program.

**Services or Supplies.** Any services, supplies, treatments, devices, or drugs, as applicable in the context of this summary plan description, that may be used to diagnose or treat a medical condition.

**Spouse.** A man or woman lawfully married to a covered member.

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

**We, Our, Us.** Wellmark Blue Cross and Blue Shield.

**X-ray and Lab Services.** Tests, screenings, imagings, and evaluation procedures identified in the American Medical Association's Current Procedural Terminology (CPT) manual, Standard Edition, under *Radiology Guidelines* and *Pathology and Laboratory Guidelines*.

**You, Your.** The plan member and family members eligible for coverage under this group health plan.

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## Discrimination is against the law

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## Wellmark provides:

- Free aids and services to people with disabilities so they may communicate effectively with us, such as:
  - Qualified sign language interpreters
  - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Free language services to people whose primary language is not English, such as:
  - Qualified interpreters
  - Information written in other languages

If you need these services, call 800-524-9242.

If you believe that Wellmark has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability or sex, you can file a grievance with: Wellmark Civil Rights Coordinator, 1331 Grand Avenue, Station 5W189, Des Moines, IA 50309-2901, 515-376-4500, TTY 888-781-4262, Fax 515-376-9073, Email [CRC@Wellmark.com](mailto:CRC@Wellmark.com). You can file a grievance in person, by mail, fax or email. If you need help filing a grievance, the Wellmark Civil Rights Coordinator is available to help you. You can also file a civil rights complaint with the U.S. Department of Health and Human Services Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail, phone or fax at: U.S. Department of Health and Human Services, 200 Independence Avenue S.W., Room 509F, HHH Building, Washington DC 20201, 800-368-1019, 800-537-7697 (TDD).

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

ATENCIÓN: Si habla español, los servicios de asistencia de idiomas se encuentran disponibles gratuitamente para usted. Comuníquese al 800-524-9242 o al (TTY: 888-781-4262).

注意：如果您说普通话，我们可免费为您提供语言协助服务。请拨打 800-524-9242 或（听障专线：888-781-4262）。

CHÚ Ý: Nếu quý vị nói tiếng Việt, các dịch vụ hỗ trợ ngôn ngữ miễn phí có sẵn cho quý vị. Xin hãy liên hệ 800-524-9242 hoặc (TTY: 888-781-4262).

NAPOMENA: Ako govorite hrvatski, dostupna Vam je besplatna podrška na Vašem jeziku. Kontaktirajte 800-524-9242 ili (tekstualni telefon za osobe oštećena sluha: 888-781-4262).

ACHTUNG: Wenn Sie deutsch sprechen, stehen Ihnen kostenlose sprachliche Assistenzdienste zur Verfügung. Rufnummer: 800-524-9242 oder (TTY: 888-781-4262).

تنبيه: إذا كنت تتحدث اللغة العربية، فإننا نوفر لك خدمات المساعدة اللغوية، المجانية. اتصل بالرقم 800-524-9242 أو (خدمة الهاتف النصي: 888-781-4262).

ສິ່ງຄວນເອົາໃຈໃສ່, ພາສາລາວ ຖ້າທ່ານເວົ້າ: ພວກເຮົາມີບໍລິການຄວາມຊ່ວຍເຫຼືອດ້ານພາສາ ໃຫ້ທ່ານໂດຍບໍ່ເສຍຄ່າ ຫຼື 800-524-9242 ຕິດຕໍ່ທີ. (TTY: 888-781-4262.)

주의: 한국어를 사용하시는 경우, 무료 언어 지원 서비스를 이용하실 수 있습니다. 800-524-9242번 또는 (TTY: 888-781-4262)번으로 연락해 주십시오.

ध्यान रखें : अगर आपकी भाषा हिन्दी है, तो आपके लिए भाषा सहायता सेवाएँ, नि:शुल्क उपलब्ध हैं। 800-524-9242 पर संपर्क करें या (TTY: 888-781-4262)।

ATTENTION : si vous parlez français, des services d'assistance dans votre langue sont à votre disposition gratuitement. Appelez le 800 524 9242 (ou la ligne ATS au 888 781 4262).

Geb Acht: Wann du Deutsch schwetze duscht, kannscht du Hilf in dei eegni Schprooch koschdefrei griege. Ruf 800-524-9242 oder (TTY: 888-781-4262) uff.

โปรดทราบ: หากคุณพูด ไทย เรายมีบริการช่วยเหลือด้านภาษาสำหรับคุณโดยไม่คิดค่าใช้จ่าย ติดต่อ 800-524-9242 หรือ (TTY: 888-781-4262)

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सावधान: यदि तपाईं नेपाली बोल्नुहुन्छ भने, तपाईंका लागि नि:शुल्क रूपमा भाषा सहायता सेवाहरू उपलब्ध गराइन्छ। 800-524-9242 वा (TTY: 888-781-4262) मा सम्पर्क गर्नुहोस्।

ማሰሰቢያ: አማርኛ የሚናገሩ ከሆነ፣ የቋንቋ አገዛ አገልግሎቶች፣ ከክፍያ ነፃ፣ ያገኛሉ። በ 800-524-9242 ወይም (በTTY: 888-781-4262) ደውሎ ያነጋግሩ።

HEETINA To a wolwa Fulfulde laabi walliinde dow wolde, naa e njobdi, ene ngoodi ngam maada. Hebir 800-524-9242 malla (TTY: 888-781-4262).

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Ge': Diné k'éhjí yáníłti'go níká bizaad bee áká' adoowoł, t'áá jiik'é, náhóló. Kojí' hólne' 800-524-9242 doodaii' (TTY: 888-781-4262)







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

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

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

Group Effective Date: 7/1/2018  
Plan Year: July 1  
Coverage Code: URI







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

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

## **NOTICE**

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

Form Number: Wellmark SD Grp (TPA)

Group Effective Date: 7/1/2018  
Plan Year: July 1  
Print Date: 11/14/2018  
Coverage Code: URI  
Version: 01/18



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# About This Summary Plan Description

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## Important Information

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

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

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

## Charts

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

## Complete Information

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

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

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

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

## Read Thoroughly

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

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

## Plan Description

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

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

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

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

## Questions

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

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# 1. What You Pay

---

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

## Provider Network

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

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

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

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

## Payment Summary

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

---

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

---

\*Family amounts are reached from amounts accumulated on behalf of any combination of covered family members.

## Payment Details

### Deductible

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

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

Once you meet the deductible, then coinsurance applies.

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

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

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

### Coinsurance

Coinsurance is an amount you pay for certain covered services. Coinsurance is calculated by multiplying the fixed percentage(s) shown earlier in this section times Wellmark’s payment arrangement amount. Payment arrangements may differ depending on the contracting status of the provider and/or the state where you receive services. For details, see *How Coinsurance is Calculated*, page 43. Coinsurance amounts apply after you meet the deductible.

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

### Waived Payment Obligations

Some payment obligations are waived for the following covered services.

Covered Service	Payment Obligation Waived
Breast pumps (manual) <sup>†</sup> purchased from a covered PPO or Participating home/durable medical equipment provider.	Deductible Coinsurance

### Out-of-Pocket Maximum

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

- Deductible.
- Coinsurance.

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

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

- Amounts representing any general exclusions and conditions. See *General Conditions of Coverage, Exclusions, and Limitations*, page 27.
- Difference in cost between the provider’s amount charged and our maximum allowable fee when you receive services from an Out-of-Network Provider.

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

### Benefits Maximums

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

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



Covered Service	Payment Obligation Waived
Breastfeeding support, supplies, and one-on-one lactation consultant services, including counseling and education, during pregnancy and/or the duration of breastfeeding <sup>†</sup> when received from PPO or Participating providers.	Deductible Coinsurance
Contraceptive medical devices, such as intrauterine devices and diaphragms <sup>†</sup> received from PPO or Participating providers.	Deductible Coinsurance
Implanted and injected contraceptives <sup>†</sup> received from PPO or Participating providers.	Deductible Coinsurance
Medical evaluations and counseling for nicotine dependence per U.S. Preventive Services Task Force (USPSTF) guidelines when received from PPO or Participating providers.	Deductible Coinsurance
Newborn's initial hospitalization, when considered normal newborn care – practitioner services.	Deductible
Office and independent lab services received from PPO Providers. Some lab testing performed in the office may be sent to a provider that is not a PPO Provider for processing. When this happens, your deductible and coinsurance may apply.	Deductible
Postpartum home visits (two) when a mother and her baby are voluntarily discharged from the hospital within 48 hours of normal labor and delivery or within 96 hours of cesarean birth.**	Deductible Coinsurance
Preventive care, items, and services,* <sup>†</sup> received from PPO or Participating providers, as follows: <ul style="list-style-type: none"> <li>■ Items or services with an “A” or “B” rating in the current recommendations of the United States Preventive Services Task Force (USPSTF);</li> <li>■ Immunizations as recommended by the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention;</li> <li>■ Preventive care and screenings for infants, children, and adolescents provided for in guidelines supported by the Health Resources and Services Administration (HRSA); and</li> <li>■ Preventive care and screenings for women provided for in guidelines supported by the HRSA.***</li> </ul>	Deductible Coinsurance
Preventive colonoscopies <sup>†</sup> received from Participating and Out-of-Network providers.	Deductible
Preventive mammograms*** <sup>†</sup> received from Participating and Out-of-Network providers.	Deductible

Covered Service	Payment Obligation Waived
Preventive Pap smears <sup>†</sup> received from Participating and Out-of-Network providers.	Deductible
Preventive screenings for prostate cancer <sup>†</sup> received from Participating and Out-of-Network providers.	Deductible
Prosthetic limb devices received from PPO Providers.	Deductible
Telehealth services <sup>‡</sup> received from practitioners contracting through Doctor on Demand.	Deductible
Urgent care center services received from PPO Providers.	Deductible
Voluntary sterilization for female members <sup>†</sup> received from PPO or Participating providers.	Deductible Coinsurance
Well-child care.	Deductible

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

\*\*If you have a newborn child, but you do not add that child to your coverage, your newborn child may be added to your coverage solely for the purpose of administering the 48 or 96 hour mandated requirement. If that occurs, a separate deductible and coinsurance will be applied to your newborn child unless your coverage specifically waives the deductible or coinsurance for your newborn child.

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

†Preventive care, excluding well-child, received from Participating and Out-of-Network providers waives payment obligations up to \$500 per benefit year for the employee, retiree, and covered spouse and \$250 per benefit year for covered children age seven and older. Once this maximum is met, preventive care received from Participating and Out-of-Network providers is subject to deductible and coinsurance, as applicable.

‡You are only covered for telehealth services received from providers contracting through Doctor on Demand. Members can only access telehealth services through the Doctor on Demand mobile application or through [myWellmark.com](http://myWellmark.com).

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

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

The headings in this chart provide the following information:

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

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

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

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

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

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

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

Category	Covered	Not Covered	See Page	Benefits Maximum
<b>Physical Therapy</b>	●		21	
<b>Physicians and Practitioners</b>			21	
Advanced Registered Nurse Practitioners	●		21	
Audiologists	●		21	
Chiropractors	●		21	
Doctors of Osteopathy	●		22	
Licensed Independent Social Workers	●		22	
Medical Doctors	●		22	
Occupational Therapists	●		22	
Optometrists	●		22	
Oral Surgeons	●		22	
Physical Therapists	●		22	
Physician Assistants	●		22	
Podiatrists	●		22	
Psychologists	●		22	
Speech Pathologists	●		22	
<b>Prescription Drugs</b>	●		22	
<b>Preventive Care</b>	●		22	Well-child care until the child reaches age seven.
<b>Prosthetic Devices</b>	●		23	
<b>Reconstructive Surgery</b>	●		24	
<b>Self-Help Programs</b>		⊖	24	
<b>Sleep Apnea Treatment</b>	●		24	
<b>Social Adjustment</b>		⊖	24	
<b>Speech Therapy</b>	●		24	
<b>Surgery</b>	●		24	
<b>Telehealth Services</b>	●		24	
<b>Temporomandibular Joint Disorder (TMD)</b>	●		24	
<b>Transplants</b>	●		25	
<b>Travel or Lodging Costs</b>		⊖	25	
<b>Vision Services (related to an illness or injury)</b>	●		25	
<b>Wigs or Hairpieces</b>	●		25	One wig or hairpiece per lifetime.
<b>X-ray and Laboratory Services</b>	●		25	



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## 3. Details - Covered and Not Covered

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All covered services or supplies listed in this section are subject to the general contract provisions and limitations described in this summary plan description. Also see the section *General Conditions of Coverage, Exclusions, and Limitations*, page 27. If a service or supply is not specifically listed, do not assume it is covered.

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### Acupuncture Treatment

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

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### Allergy Testing and Treatment

**Covered.**

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### Ambulance Services

**Covered:** Professional emergency air and ground ambulance transportation to a hospital or nursing facility in the surrounding area where your ambulance transportation originates.

All of the following are required to qualify for benefits:

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

to be covered, all of the following must be met:

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

**Not Covered:** Professional non-emergency air or ground ambulance transport from a facility capable of treating your condition when performed primarily for your convenience or the convenience of your family, physician, or other health care provider.

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### Anesthesia

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

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

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### Autism Spectrum Disorder Treatment

**Covered:** Diagnosis and treatment of autism spectrum disorder and Applied Behavior Analysis services for the treatment of autism spectrum disorder for children age 18 and younger when Applied Behavior Analysis services are performed or supervised pursuant to an approved

treatment plan by a licensed physician or psychologist or a master's or doctoral degree holder certified by the National Behavior Analyst Certification Board with a designation of board certified behavior analyst. Autism spectrum disorder is a complex neurodevelopmental medical disorder characterized by social impairment, communication difficulties, and restricted, repetitive, and stereotyped patterns of behavior.

**Benefits Maximum:**

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

**Not Covered:**

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

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**Blood and Blood Administration**

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

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**Chemical Dependency Treatment**

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

**Licensed Substance Abuse Treatment Program.** Benefits are available for

chemical dependency treatment in the following settings:

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

**Not Covered:**

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

**See Also:**

*Hospitals and Facilities* later in this section.

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**Chemotherapy and Radiation Therapy**

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

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**Clinical Trials – Routine Care Associated with Clinical Trials**

**Covered:** Medically necessary routine patient costs for items and services otherwise covered under this plan furnished in connection with participation in an approved clinical trial related to the treatment of cancer or other life-threatening diseases or conditions, when a covered member is referred by a PPO or



Participating provider based on the conclusion that the member is eligible to participate in an approved clinical trial according to the trial protocol or the member provides medical and scientific information establishing that the member's participation in the clinical trial would be appropriate according to the trial protocol.

**Not Covered:**

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

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## Contraceptives

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

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

**Not Covered:**

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

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

---

## Cosmetic Services

**Not Covered:** Cosmetic services, supplies, or drugs if provided primarily to improve physical appearance. A service, supply or drug that results in an incidental improvement in appearance may be covered

if it is provided primarily to restore function lost or impaired as the result of an illness, accidental injury, or a birth defect. You are also not covered for treatment for any complications resulting from a noncovered cosmetic procedure.

**See Also:**

*Reconstructive Surgery* later in this section.

---

## Counseling and Education Services

**Not Covered:**

- Bereavement counseling or services (including volunteers or clergy), family counseling or training services, marriage counseling or training services, and community-based services.
- Education or educational therapy other than covered lactation consultant services or education for self-management of diabetes.

**See Also:**

*Genetic Testing* later in this section.

*Education Services for Diabetes* later in this section.

*Mental Health Services* later in this section.

*Preventive Care* later in this section.

---

## Dental Services

**Covered:**

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

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

**Not Covered:**

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

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

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**Dialysis**

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

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**Education Services for Diabetes**

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

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

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

**Benefits Maximum:**

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

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**Emergency Services**

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

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

- Serious dysfunction of any bodily organ or part.

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

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

**See Also:**

*Out-of-Network Providers*, page 44.

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## Fertility and Infertility Services

**Covered:**

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

**Benefits Maximum:**

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

**Not Covered:**

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

**See Also:**

*Prescription Drugs* later in this section.

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## Genetic Testing

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

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

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## Hearing Services

**Covered:**

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

**Not Covered:**

- Hearing aids.
- Routine hearing examinations.

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## Home Health Services

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

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

The following are covered services and supplies:

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

**Short-Term Home Skilled**

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

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

The daily benefit for short-term home skilled nursing services will not exceed Wellmark’s daily maximum allowable fee for care in a skilled nursing facility. Custodial care is not included in this benefit.

**Inhalation Therapy.**

**Medical Equipment.**

**Medical Social Services.**

**Medical Supplies.**

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

**Oxygen and Equipment** for its administration.

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

**Physical Therapy.**

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

**Prosthetic Devices and Braces.**

**Speech Therapy.**

**Not Covered:**

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

---

**Home/Durable Medical Equipment**

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

- Durable enough to withstand repeated use.
- Primarily and customarily manufactured to serve a medical purpose.
- Used to serve a medical purpose.

In addition, we determine whether to pay the rental amount or the purchase price amount for an item, and we determine the length of any rental term. Benefits will never exceed the lesser of the amount charged or the maximum allowable fee.

**See Also:**

*Medical and Surgical Supplies* later in this section.

*Orthotics* later in this section.

*Personal Convenience Items* in the section *General Conditions of Coverage, Exclusions, and Limitations*, page 29.

*Prosthetic Devices* later in this section.

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## Hospice Services

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

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

### Benefits Maximum:

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

---

## Hospitals and Facilities

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

**Ambulatory Surgical Facility.** This type of facility provides surgical services on an outpatient basis for patients who do not need to occupy an inpatient hospital bed.

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

**Community Mental Health Center.** This type of facility provides treatment of mental health conditions and must be

licensed as a community mental health center under applicable law.

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

**Nursing Facility.** This type of facility provides continuous skilled nursing services as ordered and certified by your attending physician on an inpatient basis. The facility must be licensed as a nursing facility under applicable law.

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

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

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

### Not Covered:

- Long Term Acute Care Facility.

### See Also:

*Chemical Dependency Treatment* earlier in this section.

*Mental Health Services* later in this section.

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## Illness or Injury Services

**Covered:** Services or supplies used to treat any bodily disorder, bodily injury, disease, or mental health condition unless specifically addressed elsewhere in this

section. This includes pregnancy and complications of pregnancy.

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

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

**Not Covered:**

- Long term acute care services typically provided by a long term acute care facility.

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## Inhalation Therapy

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

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## Maternity Services

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

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

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

A practitioner is not required to seek Wellmark's review in order to prescribe a length of stay of less than 48 or 96 hours.

The attending practitioner, in consultation with the mother, may discharge the mother or newborn prior to 48 or 96 hours, as applicable.

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

If you have a newborn child, but you do not add that child to your coverage, your newborn child may be added to your coverage solely for the purpose of administering the 48 or 96 hour mandated requirement. If that occurs, a separate deductible and coinsurance will be applied to your newborn child unless your coverage specifically waives the deductible or coinsurance for your newborn child.

**See Also:**

*Coverage Change Events*, page 51.

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## Medical and Surgical Supplies

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

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

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

- Air conditioners.
- Band-aids, gauze, bandages, tape, non-sterile gloves, thermometers, heating pads, cooling devices, cold packs, heating devices, hot water bottles, home enema equipment, sterile water, bed boards, alcohol wipes, or incontinence products.

- Elastic stockings or bandages including trusses, lumbar braces, garter belts, and similar items that can be purchased without a prescription.
- Escalators, elevators, ramps, stair glides, emergency/alert equipment, handrails, heat appliances, improvements made to a member's house or place of business, or adjustments made to vehicles.
- Household supplies including, but not limited to: deluxe equipment, such as motor-driven chairs or bed, electric stair chairs or elevator chairs, or sitz bath.
- Rental or purchase of equipment if you are in a facility which provides such equipment.
- Rental or purchase of exercise cycles, physical fitness, exercise and massage equipment, ultraviolet/tanning equipment, or traction devices.
- Water purifiers, hypo-allergenic pillows, mattresses or waterbeds, whirlpool, spa, air purifiers, humidifiers, or dehumidifiers.

**See Also:**

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

*Orthotics* later in this section.

*Personal Convenience Items* in the section *General Conditions of Coverage, Exclusions, and Limitations*, page 29.

*Prosthetic Devices* later in this section.

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## Mental Health Services

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

Coverage includes diagnosis and treatment of these biologically based mental illnesses:

- Schizophrenia.
- Bipolar disorders.
- Major depressive disorders.

- Schizo-affective disorders.
- Obsessive-compulsive disorders.
- Pervasive developmental disorders.
- Autistic disorders.

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

- The disorder is classified as a mental health condition in the *Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition* (DSM-V) or subsequent revisions.
- The disorder is listed only as a mental health condition and not dually listed elsewhere in the most current version of *International Classification of Diseases, Clinical Modification* used for diagnosis coding.
- The disorder is not a chemical dependency condition.
- The disorder is a behavioral or psychological condition not attributable to a mental disorder that is the focus of professional attention or treatment, but only to the extent services for such conditions are otherwise considered covered under your medical benefits.

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

- Treatment provided in an office visit, or outpatient setting;
- Treatment provided in an intensive outpatient setting;
- For partial hospitalization treatment in an outpatient setting;
- Care provided in a clinically managed low intensity residential treatment setting, also known as supervised living;
- Care provided in a clinically managed high intensity residential treatment setting;
- Psychiatric observation;
- Care provided in a psychiatric residential crisis program;

- Care provided in a medically monitored intensive inpatient setting; and
- For inpatient, medically managed acute care for patients whose condition requires the resources of an acute care general hospital or a medically managed inpatient treatment program.

**Not Covered:** Treatment for:

- Gender identity disorders. You are not covered for management, consultation, counseling, or surgical services for gender dysphoria (i.e., gender identity disorders).
- Certain disorders related to early childhood, such as academic underachievement disorder.
- Communication disorders, such as stuttering and stammering.
- Impulse control disorders.
- Conditions that are not pervasive developmental and learning disorders.
- Sensitivity, shyness, and social withdrawal disorders.
- Sexual disorders.
- Recreational activities or therapy, social activities, meals, excursions or other activities not considered clinical treatment, while participating in substance abuse treatment programs.

**See Also:**

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

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## Morbid Obesity Treatment

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

**Not Covered:**

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

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## Motor Vehicles

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

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## Musculoskeletal Treatment

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

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## Nonmedical or Administrative Services

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

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## Nutritional and Dietary Supplements

**Covered:**

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

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

- Herbal products.
- Fish oil products.
- Minerals.
- Supplementary vitamin preparations.



- Multivitamins.

---

## Occupational Therapy

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

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

**Not Covered:**

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

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## Orthotics

**Covered:** Orthotics training.

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

**See Also:**

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

*Personal Convenience Items* in the section *General Conditions of Coverage, Exclusions, and Limitations*, page 29.

*Prosthetic Devices* later in this section.

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## Physical Therapy

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

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

**Not Covered:**

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

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## Physicians and Practitioners

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

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

**Audiologists.**

**Chiropractors.**

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

**Licensed Independent Social Workers.**

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

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

**Optometrists.**

**Oral Surgeons.**

**Physical Therapists.**

**Physician Assistants.**

**Podiatrists.**

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

**Speech Pathologists.**

**See Also:**

*Choosing a Provider*, page 31.

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**Prescription Drugs**

**Covered:**

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

Prescription drugs and medicines covered under your medical benefits include:

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

**Infertility Prescription Drugs.**

**Intravenous Administration.**

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

**Not Covered:**

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

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

**See Also:**

*Contraceptives* earlier in this section.

*Medical and Surgical Supplies* earlier in this section.

*Notification Requirements and Care Coordination*, page 37.

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**Preventive Care**

**Covered:** Preventive care such as:

- Breastfeeding support, supplies, and one-on-one lactation consultant services, including counseling and education, provided during pregnancy and/or the duration of breastfeeding received from a provider acting within the scope of their licensure or certification under state law.
- Colonoscopies.
- Digital breast tomosynthesis (3D mammogram).
- Gynecological examinations.
- Mammograms.
- Medical evaluations and counseling for nicotine dependence per U.S. Preventive Services Task Force (USPSTF) guidelines.
- Pap smears.
- Physical examinations.

- Preventive items and services including, but not limited to:
  - Items or services with an “A” or “B” rating in the current recommendations of the United States Preventive Services Task Force (USPSTF);
  - Immunizations as recommended by the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention (ACIP);
  - Preventive care and screenings for infants, children and adolescents provided for in the guidelines supported by the Health Resources and Services Administration (HRSA); and
  - Preventive care and screenings for women provided for in guidelines supported by the HRSA.
- Routine foot care related to the treatment of a metabolic, neurological, or peripheral vascular disease.
- Well-child care including age-appropriate pediatric preventive services, as defined by current recommendations for Preventive Pediatric Health Care of the American Academy of Pediatrics. Pediatric preventive services shall include, at minimum, a history and complete physical examination as well as developmental assessment, anticipatory guidance, immunizations, and laboratory services including, but not limited to, screening for lead exposure as well as blood levels.

**Benefits Maximum:**

- Well-child care until the child reaches age seven.

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

**Not Covered:**

- Routine foot care, including related services or supplies, except as described under *Covered*.
- Periodic physicals or health examinations, screening procedures, or immunizations performed solely for school, sports, employment, insurance, licensing, or travel, or other administrative purposes.
- Group lactation consultant services.

**See Also:**

*Hearing Services* earlier in this section.

*Vision Services* later in this section.

**Prosthetic Devices**

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

Also covered are braces, which are rigid or semi-rigid devices commonly used to support a weak or deformed body part or to restrict or eliminate motion in a diseased or injured part of the body. Braces do not include elastic stockings, elastic bandages, garter belts, arch supports, orthodontic devices, or other similar items.

**Not Covered:**

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

**See Also:**

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

*Medical and Surgical Supplies* earlier in this section.

*Orthotics* earlier in this section.

*Personal Convenience Items* in the section *General Conditions of Coverage, Exclusions, and Limitations*, page 29.

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## Reconstructive Surgery

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

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

**See Also:**

*Cosmetic Services* earlier in this section.

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## Self-Help Programs

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

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## Sleep Apnea Treatment

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

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

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## Social Adjustment

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

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## Speech Therapy

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

## Not Covered:

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

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## Surgery

**Covered.** This includes the following:

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

**Not Covered:** Gender reassignment surgery.

**See Also:**

*Dental Services* earlier in this section.

*Reconstructive Surgery* earlier in this section.

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## Telehealth Services

**Covered:** Covered medical services, including mental health services, delivered to you by a provider contracting through Doctor on Demand via interactive audio-visual technology or web-based mobile device or similar electronic-based communication network.

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

**Not Covered:** Telehealth services delivered by a provider who is not a contracting provider through Doctor on Demand.

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## Temporomandibular Joint Disorder (TMD)

**Covered.**

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

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## Transplants

### Covered:

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

Transplants are subject to case management.

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

### Not Covered:

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

### See Also:

*Case Management*, page 41.

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## Travel or Lodging Costs

**Not Covered.**

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## Vision Services

### Covered:

- Vision examinations but only when related to an illness or injury.

- Eyeglasses or contact lenses, but only when prescribed as the result of cataract extraction.

### Not Covered:

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

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## Wigs or Hairpieces

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

### Benefits Maximum:

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

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## X-ray and Laboratory Services

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

### See Also:

*Preventive Care* earlier in this section.



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

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

### Conditions of Coverage

#### Medically Necessary

A key general condition in order for you to receive benefits is that the service, supply, device, or drug must be medically necessary. Even a service, supply, device, or drug listed as otherwise covered in *Details - Covered and Not Covered* may be excluded if it is not medically necessary in the circumstances. Unless otherwise required by law, Wellmark determines whether a service, supply, device, or drug is medically necessary, and that decision is final and conclusive. Even though a provider may recommend a service or supply, it may not be medically necessary.

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

- Provided in accordance with generally accepted standards of medical practice. Generally accepted standards of medical practice are based on:
  - Credible scientific evidence published in peer-reviewed medical literature generally recognized by the relevant medical community;
  - Physician Specialty Society recommendations and the views of physicians practicing in the relevant clinical area; and
  - Any other relevant factors.
- Clinically appropriate in terms of type, frequency, extent, site and duration, and

considered effective for the patient's illness, injury or disease.

- Not provided primarily for the convenience of the patient, physician, or other health care provider, and not more costly than an alternative service or sequence of services at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of the illness, injury or disease.

An alternative service, supply, device, or drug may meet the criteria of medical necessity for a specific condition. If alternatives are substantially equal in clinical effectiveness and use similar therapeutic agents or regimens, we reserve the right to approve the least costly alternative.

If you receive services that are not medically necessary, you are responsible for the cost if:

- You receive the services from an Out-of-Network Provider; or
- You receive the services from a PPO or Participating provider in the Wellmark service area and:
  - The provider informs you in writing before rendering the services that Wellmark determined the services to be not medically necessary; and
  - The provider gives you a written estimate of the cost for such services and you agree in writing, before receiving the services, to assume the payment responsibility.

If you do not receive such a written notice, and do not agree in writing to assume the payment responsibility for services that Wellmark determined are not medically necessary, the PPO or Participating provider is responsible for these amounts.

- You are also responsible for the cost if you receive services from a provider outside of the Wellmark service area that Wellmark determines to be not medically necessary. This is true even if the provider does not give you any written notice before the services are rendered.

### Member Eligibility

Another general condition of coverage is that the person who receives services must meet requirements for member eligibility. See *Coverage Eligibility and Effective Date*, page 47.

### General Exclusions

Even if a service, supply, device, or drug is listed as otherwise covered in *Details - Covered and Not Covered*, it is not eligible for benefits if any of the following general exclusions apply.

#### Investigational or Experimental

You are not covered for a service, supply, device, biological product, or drug that is investigational or experimental. You are also not covered for any care or treatments related to the use of a service, supply, device, biological product, or drug that is investigational or experimental. A treatment is considered investigational or experimental when it has progressed to limited human application but has not achieved recognition as being proven effective in clinical medicine.

To determine investigational or experimental status, we may refer to the technical criteria established by the Blue Cross Blue Shield Association, including whether a service, supply, device, biological product, or drug meets these criteria:

- It has final approval from the appropriate governmental regulatory bodies.
- The scientific evidence must permit conclusions concerning its effect on health outcomes.
- It improves the net health outcome.

- It is as beneficial as any established alternatives.
- The health improvement is attainable outside the investigational setting.

These criteria are considered by the Blue Cross Blue Shield Association's Medical Advisory Panel for consideration by all Blue Cross and Blue Shield member organizations. While we may rely on these criteria, the final decision remains at the discretion of our Medical Director, whose decision may include reference to, but is not controlled by, policies or decisions of other Blue Cross and Blue Shield member organizations. You may access our medical policies, with supporting information and selected medical references for a specific service, supply, device, biological product, or drug through our website, [Wellmark.com](http://Wellmark.com).

If you receive services that are investigational or experimental, you are responsible for the cost if:

- You receive the services from an Out-of-Network Provider; or
- You receive the services from a PPO or Participating provider in the Wellmark service area and:
  - The provider informs you in writing before rendering the services that Wellmark determined the services to be investigational or experimental; and
  - The provider gives you a written estimate of the cost for such services and you agree in writing, before receiving the services, to assume the payment responsibility.

If you do not receive such a written notice, and do not agree in writing to assume the payment responsibility for services that Wellmark determined to be investigational or experimental, the PPO or Participating provider is responsible for these amounts.

- You are also responsible for the cost if you receive services from a provider outside of the Wellmark service area



that Wellmark determines to be investigational or experimental. This is true even if the provider does not give you any written notice before the services are rendered.

**See Also:**

*Clinical Trials*, page 12.

**Complications of a Noncovered Service**

You are not covered for a complication resulting from a noncovered service, supply, device, or drug. However, this exclusion does not apply to the treatment of complications resulting from:

- Smallpox vaccinations when payment for such treatment is not available through workers' compensation or government-sponsored programs; or
- A noncovered abortion.

**Nonmedical or Administrative Services**

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

**Personal Convenience Items**

You are not covered for items used for your personal convenience, such as:

- Items not primarily and customarily manufactured to serve a medical purpose or which can be used in the absence of illness or injury (including, but not limited to, air conditioners, dehumidifiers, ramps, home remodeling, hot tubs, swimming pools); or
- Items that do not serve a medical purpose or are not needed to serve a medical purpose.

**Provider Is Family Member**

You are not covered for a service or supply received from a provider who is in your immediate family (which includes yourself, parent, child, or spouse or domestic partner).

**Covered by Other Programs or Laws**

You are not covered for a service, supply, device, or drug if:

- Someone else has the legal obligation to pay for services or without this group health plan, you would not be charged.
- You require services or supplies for an illness or injury sustained while on active military status.

**Workers' Compensation**

You are not covered for services or supplies that are compensated under workers' compensation laws, including services or supplies applied toward satisfaction of any deductible under your employer's workers' compensation coverage. You are also not covered for any services or supplies that could have been compensated under workers' compensation laws if you had complied with the legal requirements relating to notice of injury, timely filing of claims, and medical treatment authorization.

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

**Benefit Limitations**

Benefit limitations refer to amounts for which you are responsible under this group health plan. These amounts are not credited toward your out-of-pocket maximum. In addition to the exclusions and conditions described earlier, the following are examples of benefit limitations under this group health plan:

- A service or supply that is not covered under this group health plan is your responsibility.

- If a covered service or supply reaches a benefit maximum, it is no longer eligible for benefits. (A maximum may renew at the next benefit year.) See *Details – Covered and Not Covered*, page 11.
- If you receive benefits that reach a lifetime benefits maximum applicable to any specific service, then you are no longer eligible for benefits for that service under this group health plan. See *Benefits Maximums*, page 4, and *At a Glance–Covered and Not Covered*, page 7.
- If you do not obtain precertification for certain medical services, benefits can be reduced or denied. You are responsible for benefit reductions if you receive the services from an Out-of-Network Provider. You are responsible for benefit denials only if you are responsible (not your provider) for notification. A PPO Provider in Iowa or South Dakota will handle notification requirements for you. If you see a PPO Provider outside Iowa or South Dakota, you are responsible for notification requirements. See *Notification Requirements and Care Coordination*, page 37.
- If you do not obtain prior approval for certain medical services, benefits will be denied on the basis that you did not obtain prior approval. Upon receiving an Explanation of Benefits (EOB) indicating a denial of benefits for failure to request prior approval, you will have the opportunity to appeal (see the *Appeals* section) and provide us with medical information for our consideration in determining whether the services were medically necessary and a benefit under your medical benefits. Upon review, if we determine the service was medically necessary and a benefit under your medical benefits, benefits for that service will be provided according to the terms of your medical benefits.  
You are responsible for these benefit denials only if you are responsible (not your provider) for notification. A PPO Provider in Iowa or South Dakota will handle notification requirements for you. If you see a PPO Provider outside Iowa or South Dakota, you are responsible for notification requirements. See *Notification Requirements and Care Coordination*, page 37.
- The type of provider you choose can affect your benefits and what you pay. See *Choosing a Provider*, page 31, and *Factors Affecting What You Pay*, page 43. Examples of charges that depend on the type of provider include but are not limited to:
  - Any difference between the provider’s amount charged and our amount paid is your responsibility if you receive services from an Out-of-Network Provider.

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## 5. Choosing a Provider

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### Provider Network

Under the medical benefits of this plan, your network of providers consists of PPO and Participating providers. All other providers are Out-of-Network Providers.

Your medical benefits are called Alliance Select.

It relies on a preferred provider organization (PPO) network, which consists of providers that participate directly with the Wellmark Blue PPO network and providers that participate with other Blue Cross and/or Blue Shield preferred provider organizations (PPOs). These PPO Providers offer services to members of contracting medical benefits plans at a reduced cost, which usually results in the least expense for you.

Non-PPO providers are either Participating or Out-of-Network. If you are unable to utilize a PPO Provider, it is usually to your advantage to visit what we call a *Participating Provider*. Participating Providers participate with a Blue Cross and/or Blue Shield Plan in another state or service area, but not with a PPO.

Other providers are considered Out-of-Network, and you will usually pay the most for services you receive from them.

See *What You Pay*, page 3 and *Factors Affecting What You Pay*, page 43.

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

Providers are independent contractors and are not agents or employees of Wellmark

Blue Cross and Blue Shield of Iowa. For types of providers that may be covered under your medical benefits, see *Hospitals and Facilities*, page 17 and *Physicians and Practitioners*, page 21.

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

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

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

Pharmacies that contract with our pharmacy benefits manager are considered Participating Providers. Pharmacies that do not contract with our pharmacy benefits manager are considered Out-of-Network Providers. To determine if a pharmacy contracts with our pharmacy benefits manager, the pharmacist should call the Pharmacist Helpline number on the back of your ID card.

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

\*If you visit a PPO Provider outside the Wellmark service area, you are responsible for notification requirements. See *Services Outside the Wellmark Service Area* later in this section.

## Services Outside the Wellmark Service Area

### BlueCard Program

This program ensures that members of any Blue Plan have access to the advantages of PPO Providers throughout the United States. Participating Providers have a contractual agreement with the Blue Cross or Blue Shield Plan in their home state (“Host Blue”). The Host Blue is responsible for contracting with and generally handling all interactions with its Participating Providers.

The BlueCard Program is one of the advantages of your coverage with Wellmark Blue Cross and Blue Shield. It provides conveniences and benefits outside the Wellmark service area similar to those you would have within our service area when you obtain covered medical services from a PPO Provider. Always carry your ID card (or BlueCard) and present it to your provider when you receive care. Information on it, especially the ID number, is required to process your claims correctly.

PPO Providers may not be available in some states. In this case, when you receive covered services from a non-PPO provider (i.e., a Participating or Out-of-Network provider), you will receive many of the same advantages as when you receive covered services from a PPO Provider. However,

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

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

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

- Claims are filed for you.
- These providers agree to accept payment arrangements or negotiated prices of the Blue Cross and/or Blue Shield Plan with which the provider contracts. These payment arrangements may result in savings.
- The group health plan payment is sent directly to the providers.

Typically, when you receive covered services from PPO or Participating providers outside the Wellmark service area, you are responsible for notification requirements. See *Notification Requirements and Care Coordination*, page 37. However, if you are admitted to a BlueCard facility outside the Wellmark service area, any PPO or Participating provider should handle notification requirements for you.

We have a variety of relationships with other Blue Cross and/or Blue Shield Licensees. Generally, these relationships are called “Inter-Plan Arrangements.” These Inter-Plan Arrangements work based on rules and procedures issued by the Blue Cross Blue Shield Association (“Association”). Whenever you access healthcare services outside the Wellmark service area, the claim for those services may be processed through one of these Inter-Plan Arrangements. The Inter-Plan Arrangements are described in the following paragraphs.

When you receive care outside of our service area, you will receive it from one of two kinds of providers. Most providers (“Participating Providers”) contract with the local Blue Cross and/or Blue Shield Plan in that geographic area (“Host Blue”). Some providers (“Out-of-Network Providers”) don’t contract with the Host Blue. In the following paragraphs we explain how we pay both kinds of providers.

### **Inter-Plan Arrangements Eligibility – Claim Types**

All claim types are eligible to be processed through Inter-Plan Arrangements, as described previously, except for all dental care benefits (except when paid as medical benefits), and those prescription drug benefits or vision care benefits that may be administered by a third party contracted by us to provide the specific service or services.

### **BlueCard® Program**

Under the BlueCard® Program, when you receive covered services within the geographic area served by a Host Blue, we will remain responsible for doing what we agreed to in the contract. However, the Host Blue is responsible for contracting with and generally handling all interactions with its Participating Providers.

When you receive covered services outside Wellmark’s service area and the claim is processed through the BlueCard Program, the amount you pay for covered services is calculated based on the lower of:

- The billed charges for covered services; or
- The negotiated price that the Host Blue makes available to us.

Often, this “negotiated price” will be a simple discount that reflects an actual price that the Host Blue pays to your healthcare provider. Sometimes, it is an estimated price that takes into account special arrangements with your healthcare provider or provider group that may include types of settlements, incentive payments and/or other credits or charges. Occasionally, it may be an average price, based on a discount that results in expected average savings for similar types of healthcare providers after taking into account the same types of transactions as with an estimated price.

Estimated pricing and average pricing also take into account adjustments to correct for over- or underestimation of modifications of past pricing of claims, as noted previously. However, such adjustments will not affect the price we have used for your claim because they will not be applied after a claim has already been paid.

### **Inter-Plan Programs: Federal/State Taxes/Surcharges/Fees**

Federal or state laws or regulations may require a surcharge, tax, or other fee that applies to insured accounts. If applicable, we will include any such surcharge, tax, or other fee as part of the claim charge passed on to you.

### **Out-of-Network Providers Outside the Wellmark Service Area**

**Your Liability Calculation.** When covered services are provided outside of our service area by Out-of-Network Providers, the amount you pay for such services will normally be based on either the Host Blue’s Out-of-Network Provider local payment or the pricing arrangements required by applicable state law. In these situations, you may be responsible for the difference between the amount that the Out-of-Network Provider bills and the payment we

will make for the covered services as set forth in this SPD. Federal or state law, as applicable, will govern payments for Out-of-Network emergency services.

In certain situations, we may use other payment methods, such as billed charges for covered services, the payment we would make if the healthcare services had been obtained within our service area, or a special negotiated payment to determine the amount we will pay for services provided by Out-of-Network Providers. In these situations, you may be liable for the difference between the amount that the Out-of-Network Provider bills and the payment we will make for the covered services as set forth in this SPD.

### **Care in a Foreign Country**

For covered services you receive in a country other than the United States, payment level assumes the provider category is Out-of-Network except for services received from providers that participate with Blue Cross Blue Shield Global Core.

### **Blue Cross Blue Shield Global™ Core Program**

If you are outside the United States, the Commonwealth of Puerto Rico, and the U.S. Virgin Islands (hereinafter “BlueCard service area”), you may be able to take advantage of the Blue Cross Blue Shield Global Core Program when accessing covered services. The Blue Cross Blue Shield Global Core Program is unlike the BlueCard Program available in the BlueCard service area in certain ways. For instance, although the Blue Cross Blue Shield Global Core Program assists you with accessing a network of inpatient, outpatient, and professional providers, the network is not served by a Host Blue. As such, when you receive care from providers outside the BlueCard service area, you will typically have to pay the providers and submit the claims yourself to obtain reimbursement for these services.

If you need medical assistance services (including locating a doctor or hospital) outside the BlueCard service area, you should call the Blue Cross Blue Shield Global Core Service Center at **800-810-BLUE** (2583) or call collect at **804-673-1177**, 24 hours a day, seven days a week. An assistance coordinator, working with a medical professional, can arrange a physician appointment or hospitalization, if necessary.

**Inpatient Services.** In most cases, if you contact the Blue Cross Blue Shield Global Core Service Center for assistance, hospitals will not require you to pay for covered inpatient services, except for your deductibles, coinsurance, etc. In such cases, the hospital will submit your claims to the Blue Cross Blue Shield Global Core Service Center to begin claims processing. However, if you paid in full at the time of service, you must submit a claim to receive reimbursement for covered services. **You must contact us to obtain precertification for non-emergency inpatient services.**

**Outpatient Services.** Physicians, urgent care centers and other outpatient providers located outside the BlueCard service area will typically require you to pay in full at the time of service. You must submit a claim to obtain reimbursement for covered services. See *Claims*, page 63.

### **Submitting a Blue Cross Blue Shield Global Core Claim**

When you pay for covered services outside the BlueCard service area, you must submit a claim to obtain reimbursement. For institutional and professional claims, you should complete a Blue Cross Blue Shield Global Core International claim form and send the claim form with the provider’s itemized bill(s) to the Blue Cross Blue Shield Global Core Service Center (the address is on the form) to initiate claims processing. Following the instructions on the claim form will help ensure timely processing of your claim. The claim form is available from us, the Blue Cross Blue Shield Global Core

Service Center or online at [www.bcbsglobalcore.com](http://www.bcbsglobalcore.com). If you need assistance with your claim submission, you should call the Blue Cross Blue Shield Global Core Service Center at **800-810-BLUE** (2583) or call collect at **804-673-1177**, 24 hours a day, seven days a week.

Whenever possible, before receiving services outside the Wellmark service area, you should ask the provider if he or she participates with a Blue Cross and/or Blue Shield Plan in that state. To locate PPO Providers in any state, call **800-810-BLUE**, or visit [www.bcbs.com](http://www.bcbs.com).

Iowa and South Dakota comprise the Wellmark service area.

**Laboratory services.** You may have laboratory specimens or samples collected by a PPO Provider and those laboratory specimens may be sent to another laboratory services provider for processing or testing. If that laboratory services provider does not have a contractual relationship with the Blue Plan where the specimen was drawn,\* that provider will be considered an Out-of-Network Provider and you will be responsible for any applicable Out-of-Network Provider payment obligations and you may also be responsible for any difference between the amount charged and our amount paid for the covered service.

\*Where the specimen is drawn will be determined by which state the referring provider is located.

**Home/durable medical equipment.** If you purchase or rent home/durable medical equipment from a provider that does not have a contractual relationship with the Blue Plan where you purchased or rented the equipment, that provider will be considered an Out-of-Network Provider and you will be responsible for any applicable Out-of-Network Provider payment obligations and you may also be responsible for any difference between the amount charged and our amount paid for the covered service.

If you purchase or rent home/durable medical equipment and have that equipment shipped to a service area of a Blue Plan that does not have a contractual relationship with the home/durable medical equipment provider, that provider will be considered Out-of-Network and you will be responsible for any applicable Out-of-Network Provider payment obligations and you may also be responsible for any difference between the amount charged and our amount paid for the covered service. This includes situations where you purchase or rent home/durable medical equipment and have the equipment shipped to you in Wellmark's service area, when Wellmark does not have a contractual relationship with the home/durable medical equipment provider.

**Prosthetic devices.** If you purchase prosthetic devices from a provider that does not have a contractual relationship with the Blue Plan where you purchased the prosthetic devices, that provider will be considered an Out-of-Network Provider and you will be responsible for any applicable Out-of-Network Provider payment obligations and you may also be responsible for any difference between the amount charged and our amount paid for the covered service.

If you purchase prosthetic devices and have that equipment shipped to a service area of a Blue Plan that does not have a contractual relationship with the provider, that provider will be considered Out-of-Network and you will be responsible for any applicable Out-of-Network Provider payment obligations and you may also be responsible for any difference between the amount charged and our amount paid for the covered service. This includes situations where you purchase prosthetic devices and have them shipped to you in Wellmark's service area, when Wellmark does not have a contractual relationship with the provider.

**Talk to your provider.** Whenever possible, before receiving laboratory services, home/durable medical equipment,

or prosthetic devices, ask your provider to utilize a provider that has a contractual arrangement with the Blue Plan where you received services, purchased or rented equipment, or shipped equipment, or ask your provider to utilize a provider that has a contractual arrangement with Wellmark.

To determine if a provider has a contractual arrangement with a particular Blue Plan or with Wellmark, call the Customer Service number on your ID card or visit our website, *Wellmark.com*.

See *Out-of-Network Providers*, page 44.



# 6. Notification Requirements and Care Coordination

Many services require a notification to us or a review by us. If you do not follow notification requirements properly, you may have to pay for services yourself, so the information in this section is critical. For a complete list of services subject to notification or review, visit *Wellmark.com* or call the Customer Service number on your ID card.

### Providers and Notification Requirements

PPO or Participating providers in Iowa and South Dakota should handle notification requirements for you. If you are admitted to a PPO or Participating facility outside Iowa or South Dakota, the PPO or Participating provider should handle notification requirements for you.

If you receive any other covered services (i.e., services unrelated to an inpatient admission) from a PPO or Participating provider outside Iowa or South Dakota, or if you see an Out-of-Network Provider, you or someone acting on your behalf is responsible for notification requirements.

More than one of the notification requirements and care coordination programs described in this section may apply to a service. Any notification or care coordination decision is based on the medical benefits in effect at the time of your request. If your coverage changes for any reason, you may be required to repeat the notification process.

You or your authorized representative, if you have designated one, may appeal a denial or reduction of benefits resulting from these notification requirements and care coordination programs. See *Appeals*, page 71. Also see *Authorized Representative*, page 75.

### Precertification

<b>Purpose</b>	Precertification helps determine whether a service or admission to a facility is medically necessary. Precertification is required; however, it does not apply to maternity or emergency services.
<b>Applies to</b>	For a complete list of the services subject to precertification, visit <i>Wellmark.com</i> or call the Customer Service number on your ID card.
<b>Person Responsible for Obtaining Precertification</b>	<p><b>You</b> or someone acting on your behalf is responsible for obtaining precertification if:</p> <ul style="list-style-type: none"> <li>■ You receive services subject to precertification from an Out-of-Network Provider; or</li> <li>■ You receive non-inpatient services subject to precertification from a PPO or Participating provider outside Iowa or South Dakota;</li> </ul> <p><b>Your Provider</b> should obtain precertification for you if:</p> <ul style="list-style-type: none"> <li>■ You receive services subject to precertification from a PPO Provider in Iowa or South Dakota; or</li> <li>■ You receive inpatient services subject to precertification from a PPO or Participating provider outside Iowa or South Dakota.</li> </ul> <p><b>Please note:</b> If you are ever in doubt whether precertification has been obtained, call the Customer Service number on your ID card.</p>

<b>Process</b>	<p>When you, instead of your provider, are responsible for precertification, call the phone number on your ID card before receiving services.</p> <p>Wellmark will respond to a precertification request within:</p> <ul style="list-style-type: none"> <li>■ 72 hours in a medically urgent situation;</li> <li>■ 15 days in a non-medically urgent situation.</li> </ul> <p>Precertification requests must include supporting clinical information to determine medical necessity of the service or admission.</p> <p>After you receive the service(s), Wellmark may review the related medical records to confirm the records document the services subject to the approved precertification request. The medical records also must support the level of service billed and document that the services have been provided by the appropriate personnel with the appropriate level of supervision.</p>
<b>Importance</b>	<p>If you choose to receive services subject to precertification, you will be responsible for the charges as follows:</p> <ul style="list-style-type: none"> <li>■ If you receive services subject to precertification from an Out-of-Network Provider and we determine that the procedure was not medically necessary you will be responsible for the full charge.</li> <li>■ If you receive non-inpatient services from a PPO or Participating provider in another state or service area and we determine the procedure is medically necessary and otherwise covered, without precertification, benefits can be reduced by 50% of the maximum allowable fee, after which we subtract your applicable payment obligations.</li> <li>■ If you are admitted to a PPO or Participating inpatient facility, the provider, not you, will be responsible for any reduction for failure to complete the precertification process. <b>Please note:</b> It is important that you are aware of precertification requirements to help ensure that they are met.</li> <li>■ If you receive the services from an Out-of-Network Provider and we determine the procedure is medically necessary and otherwise covered, without precertification, benefits can be reduced by 50% of the maximum allowable fee, after which we subtract your applicable payment obligations. See <i>Maximum Allowable Fee</i>, page 45. You are subject to this benefit reduction only if you receive the services from an Out-of-Network Provider.</li> </ul> <p>Reduced or denied benefits that result from failure to follow notification requirements are not credited toward your out-of-pocket maximum. See <i>What You Pay</i>, page 3.</p>

## Notification

<b>Purpose</b>	<p>Notification of most facility admissions and certain services helps us identify and initiate discharge planning or care coordination. Notification is required.</p>
<b>Applies to</b>	<p>For a complete list of the services subject to notification, visit <i>Wellmark.com</i> or call the Customer Service number on your ID card.</p>

<b>Person Responsible</b>	<p>PPO Providers in the states of Iowa and South Dakota perform notification for you. However, you or someone acting on your behalf is responsible for notification if:</p> <ul style="list-style-type: none"> <li>■ You receive services subject to notification from a provider outside Iowa or South Dakota;</li> <li>■ You receive services subject to notification from a Participating or Out-of-Network provider.</li> </ul>
<b>Process</b>	<p>When you, instead of your provider, are responsible for notification, call the phone number on your ID card before receiving services, except when you are unable to do so due to a medical emergency. In the case of an emergency admission, you must notify us within one business day of the admission or the receipt of services or as soon as reasonably possible thereafter.</p>

### Prior Approval

<b>Purpose</b>	<p>Prior approval helps determine whether a proposed treatment plan is medically necessary and a benefit under your medical benefits. Prior approval is required.</p>
<b>Applies to</b>	<p>For a complete list of the services subject to prior approval, visit <i>Wellmark.com</i> or call the Customer Service number on your ID card.</p>
<b>Person Responsible for Obtaining Prior Approval</b>	<p><b>You</b> or someone acting on your behalf is responsible for obtaining prior approval if:</p> <ul style="list-style-type: none"> <li>■ You receive services subject to prior approval from an Out-of-Network Provider; or</li> <li>■ You receive non-inpatient services subject to prior approval from a PPO or Participating provider outside Iowa or South Dakota;</li> </ul> <p><b>Your Provider</b> should obtain prior approval for you if:</p> <ul style="list-style-type: none"> <li>■ You receive services subject to prior approval from a PPO Provider in Iowa or South Dakota; or</li> <li>■ You receive inpatient services subject to prior approval from a PPO or Participating provider outside Iowa or South Dakota.</li> </ul> <p><b>Please note:</b> If you are ever in doubt whether prior approval has been obtained, call the Customer Service number on your ID card.</p>

<b>Process</b>	<p>When you, instead of your provider, are responsible for requesting prior approval, call the number on your ID card to obtain a prior approval form and ask the provider to help you complete the form.</p> <p>Wellmark will determine whether the requested service is medically necessary and eligible for benefits based on the written information submitted to us. We will respond to a prior approval request in writing to you and your provider within:</p> <ul style="list-style-type: none"> <li>■ 72 hours in a medically urgent situation.</li> <li>■ 15 days in a non-medically urgent situation.</li> </ul> <p>Prior approval requests must include supporting clinical information to determine medical necessity of the services or supplies.</p>
<b>Importance</b>	<p>If your request is approved, the service is covered provided other contractual requirements, such as member eligibility and benefits maximums, are observed. If your request is denied, the service is not covered, and you will receive a notice with the reasons for denial.</p> <p>If you do not request prior approval for a service, the benefit for that service will be denied on the basis that you did not request prior approval.</p> <p>Upon receiving an Explanation of Benefits (EOB) indicating a denial of benefits for failure to request prior approval, you will have the opportunity to appeal (see the <i>Appeals</i> section) and provide us with medical information for our consideration in determining whether the services were medically necessary and a benefit under your medical benefits. Upon review, if we determine the service was medically necessary and a benefit under your medical benefits, the benefit for that service will be provided according to the terms of your medical benefits.</p> <p>Approved services are eligible for benefits for a limited time. Approval is based on the medical benefits in effect and the information we had as of the approval date. If your coverage changes for any reason (for example, because of a new job or new medical benefits), an approval may not be valid. If your coverage changes before the approved service is performed, a new approval is recommended.</p> <p><b>Note:</b> When prior approval is required, and an admission to a facility is required for that service, the admission also may be subject to notification or precertification. See <i>Precertification</i> and <i>Notification</i> earlier in this section.</p>

### Concurrent Review

<b>Purpose</b>	<p>Concurrent review is a utilization review conducted during a member's facility stay or course of treatment at home or in a facility setting to determine whether the place or level of service is medically necessary. This care coordination program occurs without any notification required from you.</p>
<b>Applies to</b>	<p>For a complete list of the services subject to concurrent review, visit <i>Wellmark.com</i> or call the Customer Service number on your ID card.</p>
<b>Person Responsible</b>	<p>Wellmark</p>

<b>Process</b>	<p>Wellmark may review your case to determine whether your current level of care is medically necessary.</p> <p>Responses to Wellmark's concurrent review requests must include supporting clinical information to determine medical necessity as a condition of your coverage.</p>
<b>Importance</b>	<p>Wellmark may require a change in the level or place of service in order to continue providing benefits. If we determine that your current facility setting or level of care is no longer medically necessary, we will notify you, your attending physician, and the facility or agency at least 24 hours before your benefits for these services end.</p>

## Case Management

<b>Purpose</b>	<p>Case management is intended to identify and assist members with the most severe illnesses or injuries by collaborating with members, members' families, and providers to develop individualized care plans.</p>
<b>Applies to</b>	<p>A wide group of members including those who have experienced potentially preventable emergency room visits; hospital admissions/readmissions; those with catastrophic or high cost health care needs; those with potential long term illnesses; and those newly diagnosed with health conditions requiring lifetime management. Examples where case management might be appropriate include but are not limited to:</p> <ul style="list-style-type: none"> <li>Brain or Spinal Cord Injuries</li> <li>Cystic Fibrosis</li> <li>Degenerative Muscle Disorders</li> <li>Hemophilia</li> <li>Pregnancy (high risk)</li> <li>Transplants</li> </ul>
<b>Person Responsible</b>	<p>You, your physician, and the health care facility can work with Wellmark's case managers. Wellmark may initiate a request for case management.</p>
<b>Process</b>	<p>Members are identified and referred to the Case Management program through Customer Service and claims information, referrals from providers or family members, and self-referrals from members.</p>
<b>Importance</b>	<p>Case management is intended to identify and coordinate appropriate care and care alternatives including reviewing medical necessity; negotiating care and services; identifying barriers to care including contract limitations and evaluation of solutions outside the group health plan; assisting the member and family to identify appropriate community-based resources or government programs; and assisting members in the transition of care when there is a change in coverage.</p>



## 7. Factors Affecting What You Pay

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

### Benefit Year

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

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

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

The benefit year is important for calculating:

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

### How Coinsurance is Calculated

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

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

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

- Deductible.
- Amounts representing any general exclusions and conditions. See *General Conditions of Coverage, Exclusions, and Limitations*, page 27.

#### PPO and Participating Providers Outside the Wellmark Service Area

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

- The amount charged for the covered service, or
- The negotiated price that the Host Blue makes available to Wellmark after the following amounts (if applicable) are subtracted from it:
  - Deductible.
  - Amounts representing any general exclusions and conditions. See *General Conditions of Coverage, Exclusions, and Limitations*, page 27.

Often, the negotiated price will be a simple discount that reflects an actual price the local Host Blue paid to your provider. Sometimes, the negotiated price is an estimated price that takes into account special arrangements with your healthcare

provider or provider group that may include types of settlements, incentive payments, and/or other credits or charges.

Occasionally, the negotiated price may be an average price based on a discount that results in expected average savings for similar types of healthcare providers after taking into account the same types of transactions as with an estimated price. Estimated pricing and average pricing, going forward, also take into account adjustments to correct for over- or under-estimation of modifications of past pricing for the types of transaction modifications noted previously. However, such adjustments will not affect the price we use for your claim because they will not be applied retroactively to claims already paid.

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

- Deductible.
- Amounts representing any general exclusions and conditions. See *General Conditions of Coverage, Exclusions, and Limitations*, page 27.

Laws in a small number of states may require the Host Blue Plan to add a surcharge to your calculation. If any state laws mandate other liability calculation methods, including a surcharge, Wellmark will calculate your payment obligation for any covered services according to applicable law. For more information, see *BlueCard Program*, page 32.

## Provider Network

Under the medical benefits of this plan, your network of providers consists of PPO and Participating providers. All other providers are Out-of-Network Providers.

## PPO Providers

Blue Cross and Blue Shield Plans have contracting relationships with PPO Providers. When you receive services from PPO Providers:

- The PPO payment obligation amounts may be waived or may be less than the Participating and Out-of-Network amounts for certain covered services. See *Waived Payment Obligations*, page 4.
- These providers agree to accept Wellmark's payment arrangements, or payment arrangements or negotiated prices of the Blue Cross and Blue Shield Plan with which the provider contracts. These payment arrangements may result in savings.
- The health plan payment is sent directly to the provider.

## Participating Providers

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

- These providers agree to accept Wellmark's payment arrangements, or payment arrangements or negotiated prices of the Blue Cross and Blue Shield Plan with which the provider contracts. These payment arrangements may result in savings.
- The health plan payment is sent directly to the provider.

## Out-of-Network Providers

Wellmark and Blue Cross and/or Blue Shield Plans do not have contracting relationships with Out-of-Network Providers, and they may not accept our



payment arrangements. Pharmacies that do not contract with our pharmacy benefits manager are considered Out-of-Network Providers. Therefore, when you receive services from Out-of-Network Providers:

- You are responsible for any difference between the amount charged and our payment for a covered service. In the case of services received outside Iowa or South Dakota, our maximum payment for services by an Out-of-Network Provider will generally be based on either the Host Blue's Out-of-Network Provider local payment or the pricing arrangements required by applicable state law. In certain situations, we may use other payment bases, such as the amount charged for a covered service, the payment we would make if the services had been obtained within Iowa or South Dakota, or a special negotiated payment, as permitted under Inter-Plan Programs policies, to determine the amount we will pay for services you receive from Out-of-Network Providers. See *Services Outside the Wellmark Service Area*, page 32.
- Wellmark does not make claim payments directly to these providers. You are responsible for ensuring that your provider is paid in full.
- The group health plan payment for Out-of-Network hospitals, M.D.s, and D.O.s in Iowa is made payable to the provider, but the check is sent to you. You are responsible for forwarding the check to the provider (plus any billed balance you may owe).

## Amount Charged and Maximum Allowable Fee

### Amount Charged

The amount charged is the amount a provider charges for a service or supply, regardless of whether the services or supplies are covered under your medical benefits.

### Maximum Allowable Fee

The maximum allowable fee is the amount, established by Wellmark, using various methodologies, for covered services and supplies. Wellmark's amount paid may be based on the lesser of the amount charged for a covered service or supply or the maximum allowable fee.

## Payment Arrangements

### Payment Arrangement Savings

Wellmark has contracting relationships with PPO Providers. We use different methods to determine payment arrangements, including negotiated fees. These payment arrangements usually result in savings.

The savings from payment arrangements and other important amounts will appear on your Explanation of Benefits statement as follows:

- *Network Savings*, which reflects the amount you save on a claim by receiving services from a Participating or PPO provider. For the majority of services, the savings reflects the actual amount you save on a claim. However, depending on many factors, the amount we pay a provider could be different from the covered charge. Regardless of the amount we pay a Participating or PPO provider, your payment responsibility will always be based on the lesser of the covered charge or the maximum allowable fee.
- *Amount Not Covered*, which reflects the portion of provider charges not covered under your health benefits and for which you are responsible. This amount may include services or supplies not covered; amounts in excess of a benefit maximum, benefit year maximum, or lifetime benefits maximum; reductions or denials for failure to follow a required precertification; and the difference between the amount charged and the maximum allowable fee for services from an Out-of-Network Provider. For general exclusions and examples of benefit limitations, see *General*

*Conditions of Coverage, Exclusions, and Limitations*, page 27.

- *Amount Paid by Health Plan*, which reflects our payment responsibility to a provider or to you. We determine this amount by subtracting the following amounts (if applicable) from the amount charged:
  - Deductible.
  - Coinsurance.
  - Amounts representing any general exclusions and conditions.
  - Network savings.

### **Payment Method for Services**

When you receive a covered service or services that result in multiple claims, we will calculate your payment obligations based on the order in which we process the claims.

### **Provider Payment Arrangements**

Provider payment arrangements are calculated using industry methods including, but not limited to, fee schedules, per diems, percentage of charge, capitation, or episodes of care. Some provider payment arrangements may include an amount payable to the provider based on the provider's performance. Performance-based amounts that are not distributed are not allocated to your specific group or to your specific claims and are not considered when determining any amounts you may owe. We reserve the right to change the methodology we use to calculate payment arrangements based on industry practice or business need. PPO and Participating providers agree to accept our payment arrangements as full settlement for providing covered services, except to the extent of any amounts you may owe.

## 8. Coverage Eligibility and Effective Date

### Eligible Members

You are eligible for coverage if you meet your employer's or group sponsor's eligibility requirements. Your spouse may also be eligible for coverage if spouses are covered under this plan.

If a child is eligible for coverage under the employer's or group sponsor's eligibility requirements, the child must next have one of the following relationships to the plan member or an enrolled spouse:

- A natural child.
- Legally adopted or placed for adoption (that is, you assume a legal obligation to provide full or partial support and intend to adopt the child).
- A child for whom you have legal guardianship.
- A stepchild.
- A foster child.
- A natural child a court orders to be covered.

A child who has been placed in your home for the purpose of adoption or whom you have adopted is eligible for coverage on the date of placement for adoption or the date of actual adoption, whichever occurs first.

**Please note:** You must notify us or your employer or group sponsor if you enter into an arrangement to provide surrogate parent services: Contact your employer or group sponsor or call the Customer Service number on your ID card.

In addition, a child must be one of the following:

- Under age 26.
- An unmarried full-time student enrolled in an accredited educational institution. Full-time student status continues during:
  - Regularly-scheduled school vacations; and

- Medically necessary leaves of absence until the earlier of one year from the first day of leave or the date coverage would otherwise end.

- An unmarried child who is deemed disabled. The disability must have existed before the child turned age 26 or while the child was a full-time student. Wellmark considers a dependent disabled when he or she meets the following criteria:

- Claimed as a dependent on the employee's, plan member's, subscriber's, policyholder's, or retiree's tax return; and
- Enrolled in and receiving Medicare benefits due to disability; or
- Enrolled in and receiving Social Security benefits due to disability.

Documentation will be required.

### Enrollment Requirements

Each eligible employee who began work before the effective date of this coverage is eligible to enroll for this coverage on the effective date. New, eligible employees may enroll for coverage on the first day following 30 calendar days following the date of employment (subject to any new employment probationary period your group may have). The application must be received by us no later than 31 days following eligibility.

**Please note:** In addition to the preceding requirements, eligibility is affected by coverage enrollment events and coverage termination events. See *Coverage Change Events*, page 51.

### Eligibility Requirements

The following are eligibility requirements for participating in this health benefits plan.

**Full-time Employees.** An employee is eligible for medical and prescription drug coverage if he/she is a regular full-time

employee as defined by his or her respective contract or employee statement of policy as defined by the City of Cedar Falls.

**Part-time Employees.** The part-time City Attorney is eligible to apply for coverage.

**Retirees.** You are eligible to continue participating under this health benefits plan if you are covered under this plan on the date that your employment ends with this employer or group sponsor, and any one of the following also applies on that date:

- You have been determined to be eligible to receive a pension benefit from the Iowa Public Employee Retirement System (IPERS) as a result of your own disability or age and service status;
- You have been determined to be eligible for Social Security Disability benefits as a result of your own disability; and
- You have been determined to be eligible for Iowa Code Chapter 411 retirement benefits as a result of your own disability or age and service status.

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

**Self-Payment Provisions.** The first payment (which will include payment for all months since coverage terminated) must be received by the City within forty-five (45) days of the date the retiree elected to continue coverage under the self-payment provisions for retirees. Each subsequent payment is due by the first day of the month for which coverage is intended, and shall be considered timely if received within thirty (30) days of the due date. If payment is not received in a timely manner coverage will terminate retroactive to the last day of the month for which coverage was paid.

## When Coverage Begins

Coverage begins on the member's effective date. If you have just started a new job, or if a coverage enrollment event allows you to add a new member, ask your employer or group sponsor about your effective date. Services received before the effective date of coverage are not eligible for benefits.

## Late Enrollees

A late enrollee is a member who declines coverage when initially eligible to enroll and then later wishes to enroll for coverage. However, a member is not a late enrollee if a qualifying enrollment event allows enrollment as a special enrollee, even if the enrollment event coincides with a late enrollment opportunity. See *Coverage Change Events*, page 51.

A late enrollee may enroll for coverage only at open enrollment.

## Leave of Absence

Active employees may be entitled to a leave of absence in accordance with the following provisions:

### Leave of Absence (Paid and Unpaid)

During any period for which an active employee is granted by the City an approved paid leave of absence, such active employee will continue to be an active employee under the terms of the plan for the leave of absence period approved by the City. The employee portion of the contribution will be required from the active employee to continue coverage. During any period for which an active employee is granted by the City an approved unpaid leave of absence, such active employee will continue to be an active employee under the terms of the plan for the leave of absence period approved by the City. The entire contribution will be required from the active employee to continue coverage. Coverage will terminate under this provision upon expiration of approved leave of absence, or when contributions are not remitted in a timely manner. Upon termination of coverage under this provision, former active

employees may then elect to continue coverage as specified under the *COBRA Continuation* section.

### **Temporary Layoff**

During any period for which an active employee incurs a temporary layoff and on a basis precluding individual selection, the entire contribution will be required from the individual to continue coverage during the layoff period. Coverage will terminate under this provision when layoff is no longer considered temporary, or when the required contributions are not remitted in a timely manner. Upon termination of coverage under this provision, former active employees may then elect to continue coverage as specified under the *COBRA Continuation* section.

### **Changes to Information Related to You or to Your Benefits**

Wellmark may, from time to time, permit changes to information relating to you or to your benefits. In such situations, Wellmark shall not be required to reprocess claims as a result of any such changes.

### **Qualified Medical Child Support Order**

If you have a dependent child and you or your spouse's employer or group sponsor receives a Medical Child Support Order recognizing the child's right to enroll in this group health plan or in your spouse's benefits plan, the employer or group sponsor will promptly notify you or your spouse and the dependent that the order has been received. The employer or group sponsor also will inform you or your spouse and the dependent of its procedures for determining whether the order is a Qualified Medical Child Support Order (QMCSO). Participants and beneficiaries can obtain, without charge, a copy of such procedures from the plan administrator.

A QMCSO specifies information such as:

- Your name and last known mailing address.
- The name and mailing address of the dependent specified in the court order.
- A reasonable description of the type of coverage to be provided to the dependent or the manner in which the type of coverage will be determined.
- The period to which the order applies.

A Qualified Medical Child Support Order cannot require that a benefits plan provide any type or form of benefit or option not otherwise provided under the plan, except as necessary to meet requirements of Iowa Code Chapter 252E (2001) or Social Security Act Section 1908 with respect to group health plans.

The order and the notice given by the employer or group sponsor will provide additional information, including actions that you and the appropriate insurer must take to determine the dependent's eligibility and procedures for enrollment in the benefits plan, which must be done within specified time limits.

If eligible, the dependent will have the same coverage as you or your spouse and will be allowed to enroll immediately. You or your spouse's employer or group sponsor will withhold any applicable share of the dependent's health care premiums from your compensation and forward this amount to us.

If you are subject to a waiting period that expires more than 90 days after the insurer receives the QMCSO, your employer or group sponsor must notify us when you become eligible for enrollment. Enrollment of the dependent will commence after you have satisfied the waiting period.

The dependent may designate another person, such as a custodial parent or legal guardian, to receive copies of explanations of benefits, checks, and other materials.

Your employer or group sponsor may not revoke enrollment or eliminate coverage for

a dependent unless the employer or group sponsor receives satisfactory written evidence that:

- The court or administrative order requiring coverage in a group health plan is no longer in effect;
- The dependent's eligibility for or enrollment in a comparable benefits plan that takes effect on or before the date the dependent's enrollment in this group health plan terminates; or
- The employer eliminates dependent health coverage for all employees.

The employer or group sponsor is not required to maintain the dependent's coverage if:

- You or your spouse no longer pay premiums because the employer or group sponsor no longer owes compensation; or
- You or your spouse have terminated employment with the employer and have not elected to continue coverage.

## Family and Medical Leave Act of 1993

The Family and Medical Leave Act of 1993 (FMLA), requires a covered employer to allow an employee with 12 months or more of service who has worked for 1,250 hours over the previous 12 months and who is employed at a worksite where 50 or more employees are employed by the employer within 75 miles of that worksite a total of 12 weeks of leave per fiscal year for the birth of a child, placement of a child with the employee for adoption or foster care, care for the spouse, child or parent of the employee if the individual has a serious health condition or because of a serious health condition, the employee is unable to perform any one of the essential functions of the employee's regular position. In addition, FMLA requires an employer to allow eligible employees to take up to 12 weeks of leave per 12-month period for qualifying exigencies arising out of a covered family member's active military

duty in support of a contingency operation and to take up to 26 weeks of leave during a single 12-month period to care for a covered family member recovering from a serious illness or injury incurred in the line of duty during active service.

Any employee taking a leave under the FMLA shall be entitled to continue the employee's benefits during the duration of the leave. The employer must continue the benefits at the level and under the conditions of coverage that would have been provided if the employee had remained employed. **Please note:** The employee is still responsible for paying their share of the premium if applicable. If the employee for any reason fails to return from the leave, the employer may recover from the employee that premium or portion of the premium that the employer paid, provided the employee fails to return to work for any reason other than the reoccurrence of the serious health condition or circumstances beyond the control of the employee.

Leave taken under the FMLA does not constitute a qualifying event so as to trigger COBRA rights. However, a qualifying event triggering COBRA coverage may occur when it becomes known that the employee is not returning to work. Therefore, if an employee does not return at the end of the approved period of Family and Medical Leave and terminates employment with employer, the COBRA qualifying event occurs at that time.

If you have any questions regarding your eligibility or obligations under the FMLA, contact your employer or group sponsor.

## 9. Coverage Changes and Termination

### Open Enrollment Period

City of Cedar Falls will offer an annual enrollment period during which an employee may elect to participate in the plan. Any otherwise eligible employee who has previously waived coverage may elect to participate in the plan provided he or she applies during this enrollment period. Retirees currently participating in the plan may elect to change their coverage option during this enrollment period. Retirees who have waived coverage since becoming a retiree may not elect to participate in the plan. The enrollment period will be held annually during the month of **June** with a **July 1<sup>st</sup>** effective date. Enrollment in the medical plan must be retained for one (1) year or at least until the next open enrollment period, unless there is a special enrollment situation or a qualified change in status as described herein, except coverage for dependents can be dropped at any time pursuant to a request from the active employee or retiree.

Certain events may require or allow you to add or remove persons who are covered by this group health plan.

### Coverage Change Events

**Coverage Enrollment Events:** The following events allow you or your eligible child to enroll for coverage. The following events may also allow your spouse or domestic partner to enroll for coverage if spouses or domestic partners are eligible for coverage under this plan. If your employer or group sponsor offers more than one group health plan, the event also allows you to move from one plan option to another.

- Birth, adoption, or placement for adoption by an approved agency.
- Marriage.
- Exhaustion of COBRA coverage.

- You or your eligible spouse or your dependent loses eligibility for creditable coverage or his or her employer or group sponsor ceases contribution to creditable coverage.
- Spouse (if eligible for coverage) loses coverage through his or her employer.
- You lose eligibility for coverage under Medicaid or the Children's Health Insurance Program (CHIP) (the *hawk-i* plan in Iowa).
- You become eligible for premium assistance under Medicaid or CHIP.

The following events allow you to add only the new dependent resulting from the event:

- Dependent child resumes status as a full-time student.
- Addition of a natural child by court order. See *Qualified Medical Child Support Order*, page 49.
- Appointment as a child's legal guardian.
- Placement of a foster child in your home by an approved agency.

**Coverage Removal Events:** The following events require you to remove the affected family member from your coverage:

- Death.
- Divorce or annulment (if spouses are eligible for coverage under this plan). Legal separation, also, may result in removal from coverage. If you become legally separated, notify your employer or group sponsor.
- Medicare eligibility. If you become eligible for Medicare, you must notify your employer or group sponsor immediately. If you are eligible for this group health plan other than as a current employee or a current employee's spouse (if spouses are eligible for coverage under this plan), your Medicare eligibility may terminate this coverage.

In case of the following coverage removal events, the affected child's coverage may be continued until the end of the month on or after the date of the event:

- Completion of full-time schooling if the child is age 26 or older.
- Child who is not a full-time student or deemed disabled reaches age 26.
- Marriage of a child age 26 or older.

## Reinstatement of Child

**Reinstatement Events.** A child up to age 26 who was removed from coverage may be reinstated on his or her parent's existing coverage under any of the following conditions:

- Involuntary loss of creditable coverage (including, but not limited to, group or *hawk-i* coverage).
- Loss of creditable coverage due to:
  - Termination of employment or eligibility.
  - Death of spouse.
  - Divorce.
- Court ordered coverage for spouse or minor children under the parent's health insurance.
- Exhaustion of COBRA or Iowa continuation coverage.
- The plan member is employed by an employer that offers multiple health plans and elects a different plan during an open enrollment period.
- A change in status in which the employee becomes eligible to enroll in this group health plan and requests enrollment. See *Coverage Enrollment Events* earlier in this section.

**Reinstatement Requirements.** A request for reinstated coverage for a child up to age 26 must be made within 31 days of the reinstatement event. In addition, the following requirements must be met:

- The child must have been covered under the parent's current coverage at the time the child left that coverage to enroll in other creditable coverage.

- The parent's coverage must be currently in effect and continuously in effect during the time the child was enrolled in other creditable coverage.

## Requirement to Notify Group Sponsor

You must notify your employer or group sponsor of an event that changes the coverage status of members. Notify your employer or group sponsor within 60 days in case of the following events:

- A birth, adoption, or placement for adoption.
- Divorce, legal separation, or annulment.
- Your dependent child loses eligibility for coverage.
- You lose eligibility for coverage under Medicaid or the Children's Health Insurance Program (CHIP) (the *hawk-i* plan in Iowa).
- You become eligible for premium assistance under Medicaid or CHIP.

For all other events, you must notify your employer or group sponsor within 60 days of the event.

If you do not provide timely notification of an event that requires you to remove an affected family member, your coverage may be terminated.

If you do not provide timely notification of a coverage enrollment event, the affected person may not enroll until an annual group enrollment period.

## The Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA)

Your group health plan will fully comply with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). If any part of the plan conflicts with USERRA, the conflicting provision will not apply. All other benefits and exclusions of the group health plan will remain



effective to the extent there is no conflict with USERRA.

USERRA provides for, among other employment rights and benefits, continuation of health care coverage to a covered employee and the employee's covered dependents during a period of the employee's active service or training with any of the uniformed services. The plan provides that a covered employee may elect to continue coverages in effect at the time the employee is called to active service. The maximum period of coverage for an employee and the covered employee's dependents under such an election shall be the lesser of:

- The 24-month period beginning on the date on which the covered employee's absence begins; or
- The period beginning on the date on which the covered employee's absence begins and ending on the day after the date on which the covered employee fails to apply for or return to a position of employment as follows:
  - For service of less than 31 days, no later than the beginning of the first full regularly scheduled work period on the first full calendar day following the completion of the period of service and the expiration of eight hours after a period allowing for the safe transportation from the place of service to the covered employee's residence or as soon as reasonably possible after such eight hour period;
  - For service of more than 30 days but less than 181 days, no later than 14 days after the completion of the period of service or as soon as reasonably possible after such period;
  - For service of more than 180 days, no later than 90 days after the completion of the period of service; or
  - For a covered employee who is hospitalized or convalescing from an

illness or injury incurred in or aggravated during the performance of service in the uniformed services, at the end of the period that is necessary for the covered employee to recover from the illness or injury. The period of recovery may not exceed two (2) years.

A covered employee who elects to continue health plan coverage under the plan during a period of active service in the uniformed services may be required to pay no more than 102% of the full premium under the plan associated with the coverage for the employer's other employees. This is true except in the case of a covered employee who performs service in the uniformed services for less than 31 days. When this is the case, the covered employee may not be required to pay more than the employee's share, if any, for the coverage. Continuation coverage cannot be discontinued merely because activated military personnel receive health coverage as active duty members of the uniformed services and their family members are eligible to receive coverage under the TRICARE program (formerly CHAMPUS).

When a covered employee's coverage under a health plan was terminated by reason of service in the uniformed services, the preexisting condition exclusion and waiting period may not be imposed in connection with the reinstatement of the coverage upon reemployment under USERRA. This applies to a covered employee who is reemployed and any dependent whose coverage is reinstated. The waiver of the preexisting condition exclusion shall not apply to illness or injury which occurred or was aggravated during performance of service in the uniformed services.

*Uniformed services* includes full-time and reserve components of the United States Army, Navy, Air Force, Marines and Coast Guard, the Army National Guard, the commissioned corps of the Public Health Service, and any other category of persons

designated by the President in time of war or emergency.

If you are a covered employee called to a period of active service in the uniformed service, you should check with the plan administrator for a more complete explanation of your rights and obligations under USERRA.

## Coverage Termination

The following events terminate your coverage eligibility.

- You become unemployed when your eligibility is based on employment.
- You become ineligible under your employer's or group sponsor's eligibility requirements for reasons other than unemployment.
- Your employer or group sponsor discontinues or replaces this group health plan.
- We decide to discontinue offering this group health benefit plan by giving written notice to you and your employer or group sponsor and the Commissioner of Insurance at least 90 days prior to termination.
- We decide to nonrenew all group health benefit plans delivered or issued for delivery to employers in Iowa by giving written notice to your employer or group sponsor and the Commissioner of Insurance at least 180 days prior to termination.

Also see *Fraud or Intentional Misrepresentation of Material Facts*, and *Nonpayment* later in this section.

When you become unemployed and your eligibility is based on employment, your coverage will end at the end of the month your employment ends. When your coverage terminates for all other reasons, check with your employer or group sponsor or call the Customer Service number on your ID card to verify the coverage termination date.

If you receive covered facility services as an inpatient of a hospital or a resident of a

nursing facility on the date your coverage eligibility terminates, payment for the covered facility services will end on the earliest of the following:

- The end of your remaining days of coverage under this benefits plan.
- The date you are discharged from the hospital or nursing facility following termination of your coverage eligibility.
- A period not more than 60 days from the date of termination.

Only facility services will be covered under this extension of benefits provision. Benefits for professional services will end on the date of termination of your coverage eligibility.

### **Fraud or Intentional Misrepresentation of Material Facts**

Your coverage will terminate immediately if:

- You use this group health plan fraudulently or intentionally misrepresent a material fact in your application; or
- Your employer or group sponsor commits fraud or intentionally misrepresents a material fact under the terms of this group health plan.

If your coverage is terminated for fraud or intentional misrepresentation of a material fact, then:

- We may declare this group health plan void retroactively from the effective date of coverage following a 30-day written notice. In this case, we will recover any claim payments made.
- Premiums may be retroactively adjusted as if the fraud or intentionally misrepresented material fact had been accurately disclosed in your application.
- We will retain legal rights, including the right to bring a civil action.

### **Nonpayment**

If you or your employer or group sponsor fail to make required payments to us when due or within the allowed grace period, your coverage will terminate the last day of the month in which the required payments are due.

## Retiree Termination of Coverage

Coverage will end on the earliest of the following dates:

- the expiration of the period for which the last monthly payment was made timely for coverage under the plan;
- the last day of the month in which the retiree is no longer receiving or entitled to be receiving, based upon the retiree's own disability or age and service status, a pension benefit from the Iowa Public Employee Retirement System (IPERS), Social Security Disability benefit, or a pension benefit pursuant to Chapter 411 of the Iowa Code;
- the date of death;
- the date this plan is terminated with respect to the City, and there is no successor plan.

Unless otherwise specified under this plan, when coverage terminates, benefits will not be provided for any medical and prescription drug services after the termination date even though these services are furnished as a result of an injury or illness that occurred prior to termination of coverage.

## Coverage Continuation

When your coverage ends, you may be eligible to continue coverage under this group health plan or to convert to another Wellmark health benefits plan pursuant to certain state and federal laws.

### COBRA Continuation

COBRA continuation coverage is a temporary extension of group health coverage under the plan under certain circumstances when coverage would otherwise end. The right to COBRA coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA coverage can become available when you would otherwise lose group health coverage under the plan. It can also become available to your spouse and dependent

children, if they are covered under the plan, when they would otherwise lose their group health coverage under the plan. The following paragraphs generally explain COBRA coverage, when it may become available to you and your family, and what you need to do to protect the right to receive it.

The description of COBRA coverage contained here applies only to the group health plan benefits offered under the plan and not to any other benefits offered by your employer or group sponsor (such as life insurance, disability, or accidental death or dismemberment benefits). The plan provides no greater COBRA rights than what COBRA requires. Nothing in the plan is intended to expand the participant's rights beyond COBRA's requirements.

**Coverage Entitlement.** You, your spouse, and/or your dependent child(ren) will be entitled to elect COBRA if you lose your group health coverage under the plan because of a life event known as a *qualifying event*. You may be entitled to continue this coverage under COBRA for a period of 18, 29, or 36 months depending on the qualifying event that causes loss of coverage under this plan. See *Length of Coverage* later in this section.

The following are recognized qualifying events that will entitle you, your spouse, and/or your dependent child(ren) for COBRA Coverage.

You will be entitled to elect COBRA:

- If you lose your group health coverage under the plan because your hours of employment are reduced; or
- Your employment ends for any reason other than your gross misconduct.

Your spouse will be entitled to elect COBRA if he/she loses his/her group health coverage under the plan because any of the following qualifying events happens:

- You die;
- Your hours of employment are reduced;

- Your employment ends for any reason other than your gross misconduct;
- You become entitled to Medicare benefits (Part A, Part B or both) prior to your qualifying event; or
- Your spouse becomes divorced or legally separated from you.

Your dependent child will be entitled to elect COBRA if he/she loses his/her group health coverage under the plan because any of the following qualifying events happens:

- You die;
- Your hours of employment are reduced;
- Your employment ends for any reason other than your gross misconduct;
- You become entitled to Medicare benefits (Part A, Part B or both);
- You and your spouse become divorced or legally separated; or
- The dependent stops being eligible for coverage under the plan as a dependent child.

A child born to, adopted by, or placed for adoption with you during a period of COBRA coverage is considered to be a qualified beneficiary provided that, if you are a qualified beneficiary, you have elected COBRA coverage for yourself. The child's COBRA coverage begins when the child is enrolled under this plan, whether through special enrollment or open enrollment, and it lasts for as long as COBRA coverage lasts for other family members of the employee. To be enrolled under this plan, the child must satisfy the otherwise applicable eligibility requirements (for example, regarding age).

Your child who is receiving benefits under this plan pursuant to a qualified medical child support order (QMCSO) received by your employer or group sponsor during your period of employment with your employer or group sponsor is entitled to the same rights to elect COBRA as your eligible dependent child.

If you take a Family and Medical Leave Act (FMLA) leave and do not return to work at the end of the leave or terminate coverage

during the leave, you (and your spouse and dependent children, if any) will be entitled to elect COBRA if:

- They were covered under the plan on the day before the FMLA leave began or became covered during the FMLA leave; and
- They will lose coverage under the plan because of your failure to return to work at the end of the leave. This means that some individuals may be entitled to elect COBRA at the end of an FMLA leave even if they were not covered under the plan during the leave.

COBRA coverage elected in these circumstances will begin on the last day of the FMLA leave, with the same 18-month maximum coverage period, subject to extension or early termination, generally applicable to the COBRA qualifying events of termination of employment and reduction of hours. For information on how long you may have COBRA coverage, see later in this section, under *Length of Coverage*.

**Qualifying Events.** After a qualifying event occurs and any required notice of that event is properly provided to your employer or group sponsor, COBRA coverage must be offered to each person losing coverage under the plan who is a qualified beneficiary. You, your spouse, and your dependent children could become qualified beneficiaries and would be entitled to elect COBRA if coverage under the plan is lost because of the qualifying event.

COBRA coverage is the same coverage that this plan gives to other participants or beneficiaries under the plan who are not receiving COBRA coverage. Each qualified beneficiary who elects COBRA will have the same rights under the plan as other participants or beneficiaries covered under the component or components of this plan elected by the qualified beneficiary, including open enrollment and special enrollment rights. Under this plan, qualified beneficiaries who elect COBRA must pay for COBRA coverage.

When the qualifying event is the end of your employment, your reduction of hours of employment, or your death, COBRA coverage will be offered to qualified beneficiaries. You need not notify your employer or group sponsor of any of these three qualifying events.

For the other qualifying events, a COBRA election will be available only if you notify your employer or group sponsor in writing within 60 days after the later of:

- The date of the qualifying event; and
- The date on which the qualified beneficiary loses (or would lose) coverage under the terms of the plan as a result of the qualifying event.

The written notice must include the plan name or group name, your name, your Social Security Number, your dependent's name and a description of the event.

**Please note:** If these procedures are not followed or if the written notice is not provided to your employer or group sponsor during the 60-day notice period, you or your dependents will lose your right to elect COBRA.

**Electing Coverage.** To elect COBRA, you must complete the Election form that is part of the COBRA election notice and submit it to Wellmark Blue Cross and Blue Shield. An election notice will be provided to qualified beneficiaries at the time of a qualifying event. You may also obtain a copy of the Election form from your employer or group sponsor. Under federal law, you must have 60 days after the date the qualified beneficiary coverage under the plan terminates, or, if later, 60 days after the date of the COBRA election notice provided to you at the time of the qualifying event to decide whether you want to elect COBRA under the plan.

Mail the completed Election form to:

Wellmark Blue Cross and Blue Shield  
1331 Grand Avenue, Station 3W395  
Des Moines, IA 50309-2901

The Election form must be completed in writing and mailed to the individual and address specified above. The following are not acceptable as COBRA elections and will not preserve COBRA rights: oral communications regarding COBRA coverage, including in-person or telephone statements about an individual's COBRA coverage; and electronic communications, including e-mail and faxed communications.

The election must be postmarked 60 days from the termination date or 60 days from the date the COBRA election notice provided at the time of the qualifying event.

**Please note:** If you do not submit a completed Election form within this period, you will lose your right to elect COBRA.

If you reject COBRA before the due date, you may change your mind as long as you furnish a completed Election form before the due date. The plan will only provide continuation coverage beginning on the date the waiver of coverage is revoked.

You do not have to send any payment with your Election form when you elect COBRA. Important additional information about payment for COBRA coverage is included below.

Each qualified beneficiary will have an independent right to elect COBRA. For example, your spouse may elect COBRA even if you do not. COBRA may be elected for only one, several, or for all dependent children who are qualified beneficiaries. You and your spouse (if your spouse is a qualified beneficiary) may elect COBRA on behalf of all of the qualified beneficiaries, and parents may elect COBRA on behalf of their children. Any qualified beneficiary for whom COBRA is not elected within the 60-day election period specified in the COBRA election notice will lose his or her right to elect COBRA coverage.

When you complete the Election form, you must notify Wellmark Blue Cross and Blue Shield if any qualified beneficiary has become entitled to Medicare (Part A, Part B, or both) and, if so, the date of Medicare entitlement. If you become entitled to Medicare (or first learn that you are entitled to Medicare) after submitting the Election form, immediately notify Wellmark Blue Cross and Blue Shield of the date of the Medicare entitlement at the address specified above for delivery of the Election form.

Qualified beneficiaries may be enrolled in one or more group health components at the time of a qualifying event. If a qualified beneficiary is entitled to a COBRA election as the result of a qualifying event, he or she may elect COBRA under any or all of the group health components under which he or she was covered on the day before the qualifying event. For example, if a qualified beneficiary was covered under the medical and vision components on the day before a qualifying event, he or she may elect COBRA under the vision component only, the medical component only, or under both medical and vision (only if both components are available as a separate election option to the active employee).

Qualified beneficiaries who are entitled to elect COBRA may do so even if they have other group health plan coverage or are entitled to Medicare benefits on or before the date on which COBRA is elected. However, a qualified beneficiary's COBRA coverage will terminate automatically if, after electing COBRA, he or she becomes entitled to Medicare benefits or becomes covered under other group health plan coverage. For information on when coverage will terminate, see later in this section, under *Termination of Coverage*.

When considering whether to elect COBRA, you should take into account that a failure to elect COBRA will affect your future rights under federal law. You should take into account that you have special enrollment rights under federal law. You have the right

to request special enrollment in another group health plan for which you are otherwise eligible (such as coverage sponsored by the spouse's employer) within 30 days after your group health coverage under the plan ends because of one of the qualifying events listed above. You will also have the same special enrollment right at the end of COBRA coverage if you get COBRA coverage for the maximum time available.

**Length of Coverage.** When coverage is lost due to your death, your divorce or legal separation, or your dependent child losing eligibility as a dependent child, COBRA coverage can last for up to a maximum of 36 months.

When coverage is lost due to the end of your employment or reduction in hours of employment, and you became entitled to Medicare benefits less than 18 months before the qualifying event, COBRA coverage for qualified beneficiaries (other than you as the employee) who lose coverage as a result of the qualifying event can last a maximum of 36 months after the date of Medicare entitlement. For example, if you become entitled to Medicare eight months before the date on which your employment terminates, COBRA coverage under the plan for your spouse and children who lost coverage as a result of your termination can last up to 36 months after the date of Medicare entitlement, which is equal to 28 months after the date of the qualifying event (36 months minus eight months). This COBRA coverage period is available only if you become entitled to Medicare within 18 months before the termination or reduction of hours.

Otherwise, when coverage is lost due to the end of your employment or reduction of hours of employment, COBRA coverage generally can last for only up to a maximum of 18 months.

**Extending Coverage.** If the qualifying event that resulted in your COBRA election was your termination of employment or

reduction of hours, an extension of the maximum period of coverage may be available if a qualified beneficiary is disabled or a second qualifying event occurs. You must notify your employer or group sponsor of a disability or a second qualifying event in order to extend the period of COBRA coverage. Failure to provide notice of a disability or second qualifying event will eliminate the right to extend the period of COBRA coverage. Along with the notice of a disability, the qualified beneficiary must also supply a copy of the Social Security Administration disability determination.

If a qualified beneficiary is determined by the Social Security Administration to be disabled and you notify your employer or group sponsor in a timely fashion, all of the qualified beneficiaries in your family may be entitled to receive up to an additional 11 months of COBRA coverage, for a total maximum of 29 months. This extension is available only for qualified beneficiaries who are receiving COBRA coverage because of a qualifying event that was your termination of employment or reduction of hours. The qualified beneficiary must be determined disabled at any time during the first 60 days of COBRA coverage. Each qualified beneficiary will be entitled to the disability extension if one of them qualifies.

The disability extension is available only if you notify your employer or group sponsor in writing of the Social Security Administration's determination of disability within 60 days after the latest of:

- The date of the Social Security Administration's disability determination;
- The date of your termination of employment or reduction of hours; or
- The date on which the qualified beneficiary loses (or would lose) coverage under the terms of the plan as a result of your termination of employment or reduction of hours.

The written notice must include the plan name or group name, your name, your Social Security Number, your dependent's name and a description of the event.

You must also provide this notice within 60 days after your termination of employment or reduction of hours in order to be entitled to a disability extension.

If these procedures are not followed or if the written notice is not provided to your employer or group sponsor during the 60-day notice period, then there will be no disability extension of COBRA coverage.

An extension of coverage will be available to your spouse and dependent children who are receiving COBRA coverage if a second qualifying event occurs during the 60 days (or, in the case of a disability extension, the 29 months) following your termination of employment or reduction of hours. The maximum amount of COBRA coverage available when a second qualifying event occurs is 36 months. Such second qualifying events may include your death, your divorce or legal separation, or a dependent child's ceasing to be eligible for coverage as a dependent under this plan. These events can be a second qualifying event only if they would have caused the qualified beneficiary to lose coverage under the plan if the first qualifying event had not occurred. (This extension is not available under this plan when you become entitled to Medicare.)

This extension due to a second qualifying event is available only if the participant notifies your employer or group sponsor in writing of the second qualifying event within 60 days after the later of:

- The date of the second qualifying event; and
- The date on which the qualified beneficiary would lose coverage under the terms of this plan as a result of the second qualifying event (if it had occurred while the qualified beneficiary was still covered under this plan).

If these procedures are not followed or if the written notice is not provided to your

employer or group sponsor during the 60-day notice period, there will be no extension of COBRA coverage due to a second qualifying event.

In addition to the regular COBRA termination events specified later in this section, the disability extension period will end the first of the month beginning more than 30 days following recovery.

For example, if disability ends June 10, coverage will continue through the month of July (7/31).

**Termination of Coverage.** Coverage under COBRA will end when you meet the maximum period for your qualifying event, as indicated earlier under *Length of Coverage*.

COBRA coverage will automatically terminate before the end of the maximum period if:

- Any required premium is not paid in full on time;
- A qualified beneficiary becomes covered, after electing COBRA, under another group health plan;
- A qualified beneficiary becomes entitled to Medicare benefits (under Part A, Part B, or both) after electing COBRA;
- The employer ceases to provide any group health plan for its employees; or
- During a disability extension period, the disabled qualified beneficiary is determined by the Social Security Administration to be no longer disabled. For more information about the disability extension period, see *Extending Coverage*, earlier in this section.
- COBRA coverage may also be terminated for any reason this plan would terminate your coverage or coverage of a beneficiary not receiving COBRA coverage, such as fraud.

You must notify your employer or group sponsor in writing within 30 days if, after electing COBRA, a qualified beneficiary becomes entitled to Medicare (Part A, Part

B, or both) or becomes covered under other group health plan coverage.

COBRA coverage will terminate (retroactively if applicable) as of the date of Medicare entitlement or as of the beginning date of the other group health coverage. Your employer or group sponsor will require repayment of all benefits paid after the termination date, regardless of whether or when you provide notice to your employer or group sponsor of Medicare entitlement or other group health plan coverage.

If a disabled qualified beneficiary is determined by the Social Security Administration to no longer be disabled, you must notify your employer or group sponsor of that fact within 30 days after the Social Security Administration's determination.

If the Social Security Administration's determination that the qualified beneficiary is no longer disabled occurs during a disability extension period, COBRA coverage for all qualified beneficiaries will terminate (retroactively if applicable) as of the first day of the month that is more than 30 days after the Social Security Administration's determination that the qualified beneficiary is no longer disabled. Your employer or group sponsor will require repayment of all benefits paid after the termination date, regardless of whether or when you provide notice to your employer or group sponsor that the disabled qualified beneficiary is no longer disabled. For more information about the disability extension period, see *Extending Coverage*, earlier in this section.

**Coverage Cost and Payment.** Each qualified beneficiary is required to pay the entire cost of COBRA coverage. The amount a qualified beneficiary may be required to pay may not exceed 102 percent (or, in the case of an extension of COBRA coverage due to a disability, 150 percent) of the cost to the group health plan (including both employer and employee contributions) for coverage of a similarly situated plan participant or



beneficiary who is not receiving COBRA coverage. The amount of the COBRA premiums may change from time to time during the period of COBRA coverage and will most likely increase over time. You will be notified of COBRA premium changes.

All COBRA premiums must be paid by check or money order.

Your first payment and all monthly payments for COBRA coverage must be made payable to Wellmark Blue Cross and Blue Shield and mailed to:

Wellmark Blue Cross and Blue Shield  
1331 Grand Avenue, Station 3W395  
Des Moines, IA 50309-2901

The payment is considered to have been made on the date that it is postmarked. You will not be considered to have made any payment by mailing a check if your check is returned due to insufficient funds or otherwise.

If you elect COBRA, you do not have to send any payment with the Election form. However, you must make your first payment for COBRA coverage not later than 45 days after the date of election. This is the date the Election form is postmarked, if mailed, or the date the Election form is received by the individual at the address specified for delivery of the Election form, if hand-delivered. For more information on electing coverage, see *Electing Coverage* earlier in this section.

The first payment must cover the cost of COBRA coverage from the time coverage under the plan would have otherwise terminated up through the end of the month before the month in which you make your first payment.

For example, Sue's employment terminated on September 30, and she loses coverage on September 30. Sue elects COBRA on November 15. Her initial premium payment equals the premiums for October and November and is due on or before December 30, the 45<sup>th</sup> day after the date of her COBRA election.

You are responsible for making sure that the amount of your first payment is correct. You may contact the plan administrator to confirm the correct amount of the first payment.

Claims for reimbursement will not be processed and paid until you have elected COBRA and make the first payment for it.

If you do not make the first payment for COBRA coverage in full within 45 days after the date of your election, you will lose all COBRA rights under this plan.

After you make your first payment for COBRA coverage, you will be required to make monthly payments for each subsequent month of COBRA coverage. The amount due for each month for each qualified beneficiary will be disclosed in the election notice provided at the time of the qualifying event. Under the plan, each of these monthly payments for COBRA coverage is due on the first day of the month for that month's COBRA coverage. If you make a monthly payment on or before the first day of the month to which it applies, your COBRA coverage under this plan will continue for that month without any break.

Although monthly payments are due on the first day of each month of COBRA coverage, you will be given a grace period of 30 days after the first day of the month to make each monthly payment. COBRA coverage will be provided for each month as long as payment for that month is made before the end of the grace period for that payment. However, if you pay a monthly payment later than the first day of the month to which it applies, but before the end of the grace period for the month, your coverage under this plan will be suspended as of the first day of the month and then retroactively reinstated (going back to the first day of the month) when the monthly payment is received. This means that any claim submitted for benefits while coverage is suspended may be denied and may have to be resubmitted once coverage is reinstated.

If you fail to make a monthly payment before the end of the grace period for that month, you will lose all rights to COBRA coverage under the plan.

**Assistance With Questions.** Questions concerning the plan or your COBRA rights should be addressed to the contact or contacts identified below. For more information about *COBRA*, the *Health Insurance Portability and Accountability Act (HIPAA)*, and other laws affecting group health plans, contact the nearest Regional Office of the U.S. Department of Health and Human Services (HHS) or visit the HHS website at [www.hhs.gov](http://www.hhs.gov). Addresses and phone numbers of Regional HHS Offices are also available through HHS's website.

**Notification of Changes.** In order to protect your family's rights, you should keep Wellmark Blue Cross and Blue Shield informed of any changes in the addresses of family members. You should also keep a copy, for your records, of any notices sent by your employer or group sponsor.

**Plan Contact Information.** For additional information about you and your dependents' rights and obligations under the plan and under federal law, you should contact your employer or group sponsor, the plan administrator. You may obtain information about COBRA coverage on request from:

Wellmark Blue Cross and Blue Shield  
1331 Grand Avenue, Station 3W395  
Des Moines, IA 50309-2901

The contact information for the plan may change from time to time. The most recent information will be included in the most recent plan documents (if you are not sure whether this is the most recent plan document, you may request the most recent one from the plan administrator or your employer or group sponsor).

**Continuation for Public Group**  
Iowa Code Sections 509A.7 and 509A.13 may apply if you are an employee of the State, an Iowa school district, or other public entity supported by public funds. If

this law applies to you, you may be entitled to continue participation in this medical benefits plan when you retire.

### **Continuation Under Iowa Law**

Under Iowa Code Chapter 509B, you may be eligible to continue your medical care coverage for up to nine months if:

- You lose the coverage you have been receiving through your employer or group sponsor; and
- You have been covered by your medical benefits plan continuously for the last three months.

Your employer or group sponsor must provide written notice of your right to continue coverage within 10 days of the last day you are considered employed or your coverage ends. You will then have 10 days to give your employer or group sponsor written notice that you want to continue coverage.

Your right to continue coverage ends 31 days after the date of your employment termination or the date you were given notice of your continuation right, whichever is later.

If you lose your coverage because of divorce, annulment, or death of the employee, you must notify the employer or group sponsor providing the coverage within 31 days.

Benefits provided by continuation coverage may not be identical to the benefits that active employees have and will be subject to different premium rates. You will be responsible for paying any premiums to your employer or group sponsor for continuation coverage.

If you believe the Iowa continuation law applies to you, you may contact your employer or group sponsor for information on premiums and any necessary paperwork.

If you are eligible for coverage continuation under both Iowa law and COBRA, your employer can comply with Iowa law by offering only COBRA continuation.

# 10. Claims

Once you receive medical services we must receive a claim to determine the amount of your benefits. The claim lets us know the services you received, when you received them, and from which provider.

## When to File a Claim

You need to file a claim if you:

- Use a provider who does not file claims for you. Participating and PPO providers file claims for you.

Wellmark must receive claims within 365 days following the date of service of the claim or if you have other coverage that has primary responsibility for payment then within 180 days of the date of the other carrier's explanation of benefits.

## How to File a Claim

All claims must be submitted in writing.

### 1. Get a Claim Form

Forms are available at *Wellmark.com* or by calling the Customer Service number on your ID card or from your personnel department.

### 2. Fill Out the Claim Form

Follow the same claim filing procedure regardless of where you received services. Directions are printed on the back of the claim form. Complete all sections of the claim form. For more efficient processing, all claims (including those completed out-of-country) should be written in English.

If you need assistance completing the claim form, call the Customer Service number on your ID card.

**Medical Claim Form.** Follow these steps to complete a medical claim form:

- Use a separate claim form for each covered family member and each provider.
- Attach a copy of an itemized statement prepared by your provider. We cannot

accept statements you prepare, cash register receipts, receipt of payment notices, or balance due notices. In order for a claim request to qualify for processing, the itemized statement must be on the provider's stationery, and include at least the following:

- Identification of provider: full name, address, tax or license ID numbers, and provider numbers.
- Patient information: first and last name, date of birth, gender, relationship to plan member, and daytime phone number.
- Date(s) of service.
- Charge for each service.
- Place of service (office, hospital, etc.).
- For injury or illness: date and diagnosis.
- For inpatient claims: admission date, patient status, attending physician ID.
- Days or units of service.
- Revenue, diagnosis, and procedure codes.
- Description of each service.

**Prescription Drugs Claim Form.** For prescription drugs covered under your medical benefits, use a separate prescription drug claim form and include the following information:

- Pharmacy name and address.
- Patient information: first and last name, date of birth, gender, and relationship to plan member.
- Date(s) of service.
- Description and quantity of drug.
- Original pharmacy receipt or cash receipt with the pharmacist's signature on it.

### 3. Sign the Claim Form

#### 4. Submit the Claim

We recommend you retain a copy for your records. The original form you send or any attachments sent with the form cannot be returned to you. Send the claim to:

Wellmark Blue Cross and Blue Shield  
Station 1E238  
P.O. Box 9291  
Des Moines, IA 50306-9291

**Claims for Services Received Outside the United States.** Send the claim to the address printed on the claim form.

We may require additional information from you or your provider before a claim can be considered complete and ready for processing.

### Notification of Decision

You will receive an Explanation of Benefits (EOB) following your claim. The EOB is a statement outlining how we applied benefits to a submitted claim. It details amounts that providers charged, network savings, our paid amounts, and amounts for which you are responsible.

In case of an adverse decision, the notice will be sent within 30 days of receipt of the claim. We may extend this time by up to 15 days if the claim determination is delayed for reasons beyond our control. If we do not send an explanation of benefits statement or a notice of extension within the 30-day period, you have the right to begin an appeal. We will notify you of the circumstances requiring an extension and the date by which we expect to render a decision.

If an extension is necessary because we require additional information from you, the notice will describe the specific information needed. You have 45 days from receipt of the notice to provide the information. Without complete information, your claim will be denied.

If you have other insurance coverage, our processing of your claim may utilize

coordination of benefits guidelines. See *Coordination of Benefits*, page 67.

Once we pay your claim, whether our payment is sent to you or to your provider, our obligation to pay benefits for the claim is discharged. In the case of Out-of-Network hospitals, M.D.s, and D.O.s located in Iowa, the health plan payment is made payable to the provider, but the check is sent to you. You are responsible for forwarding the check to the provider, plus any difference between the amount charged and our payment.

### Request for Benefit Exception Review

If you have received an adverse benefit determination that denies or reduces benefits or fails to provide payment in whole or in part for any of the following services, when recommended by your treating provider as medically necessary, you or an individual acting as your authorized representative may request a benefit exception review.

Services subject to this exception process:

- For a woman who previously has had breast cancer, ovarian cancer, or other cancer, but who has not been diagnosed with BRCA-related cancer, appropriate preventive screening, genetic counseling, and genetic testing.
- FDA-approved contraceptive items or services prescribed by your health care provider based upon a specific determination of medical necessity for you.
- For transgender individuals, sex-specific preventive care services (e.g., mammograms and Pap smears) that his or her attending provider has determined are medically appropriate.
- For dependent children, certain well-woman preventive care services that the attending provider determined are age- and developmentally-appropriate.
- Anesthesia services in connection with a preventive colonoscopy when your

attending provider determined that anesthesia would be medically appropriate.

- A required consultation prior to a screening colonoscopy, if your attending provider determined that the pre-procedure consultation would be medically appropriate for you.
- Certain immunizations that ACIP recommends for specified individuals (rather than for routine use for an entire population), when prescribed by your health care provider consistent with the ACIP recommendations.
- FDA-approved intrauterine devices and implants, if prescribed by your health care provider.

You may request a benefit exception review orally or in writing by submitting your request to the address listed in the *Appeals* section. To be considered, your request must include a letter or statement from your treating provider that the services or supplies were medically necessary and your treating provider's reason(s) for their determination that the services or supplies were medically necessary.

Your request will be addressed within the timeframes outlined in the *Appeals* section based upon whether your request is a medically urgent or non-medically urgent matter.

Also, if you received pathology services from an in-network provider related to a preventive colonoscopy screening for which you were responsible for a portion of the cost, such as a deductible, copayment or coinsurance, you or an individual acting as your authorized representative may request a benefit exception review. You may request a benefit exception review orally or in writing by submitting your request to the address listed in the *Appeals* section. Your request will be addressed within the timeframes outlined in the *Appeals* section based upon whether your request is a medically urgent or non-medically urgent matter.



# 11. Coordination of Benefits

Coordination of benefits applies when you have more than one insurance policy or group health plan that provides the same or similar benefits as this plan. Benefits payable under this plan, when combined with those paid under your other coverage, will not be more than 100 percent of either our payment arrangement amount or the other plan's payment arrangement amount.

The method we use to calculate the payment arrangement amount may be different from your other plan's method.

## Other Coverage

When you receive services, you must inform us that you have other coverage, and inform your health care provider about your other coverage. Other coverage includes any of the following:

- Group and nongroup insurance contracts and subscriber contracts.
- HMO contracts.
- Uninsured arrangements of group or group-type coverage.
- Group and nongroup coverage through closed panel plans.
- Group-type contracts.
- The medical care components of long-term contracts, such as skilled nursing care.
- Medicare or other governmental benefits (not including Medicaid).
- The medical benefits coverage of your auto insurance (whether issued on a fault or no-fault basis).

Coverage that is not subject to coordination of benefits includes the following:

- Hospital indemnity coverage or other fixed indemnity coverage.
- Accident-only coverage.
- Specified disease or specified accident coverage.
- Limited benefit health coverage, as defined by Iowa law.

- School accident-type coverage.
- Benefits for nonmedical components of long-term care policies.
- Medicare supplement policies.
- Medicaid policies.
- Coverage under other governmental plans, unless permitted by law.

You must cooperate with Wellmark and provide requested information about other coverage. Failure to provide information can result in a denied claim. We may get the facts we need from or give them to other organizations or persons for the purpose of applying the following rules and determining the benefits payable under this plan and other plans covering you. We need not tell, or get the consent of, any person to do this.

Your Participating or PPO provider will forward your coverage information to us. If you have an Out-of-Network Provider, you are responsible for informing us about your other coverage.

## Claim Filing

If you know that your other coverage has primary responsibility for payment, after you receive services, a claim should be submitted to your other insurance carrier first. If that claim is processed with an unpaid balance for benefits eligible under this group health plan, you or your provider should submit a claim to us and attach the other carrier's explanation of benefit payment within 180 days of the date of the other carrier's explanation of benefits. We may contact your provider or the other carrier for further information.

## Rules of Coordination

We follow certain rules to determine which health plan or coverage pays first (as the primary plan) when other coverage provides the same or similar benefits as this group health plan. Here are some of those rules:

- The primary plan pays or provides benefits according to its terms of coverage and without regard to the benefits under any other plan. Except as provided below, a plan that does not contain a coordination of benefits provision that is consistent with applicable regulations is always primary unless the provisions of both plans state that the complying plan is primary.
- Coverage that is obtained by membership in a group and is designed to supplement a part of a basic package of benefits is excess to any other parts of the plan provided by the contract holder. (Examples of such supplementary coverage are major medical coverage that is superimposed over base plan hospital and surgical benefits and insurance-type coverage written in connection with a closed panel plan to provide Out-of-Network benefits.)

The following rules are to be applied in order. The first rule that applies to your situation is used to determine the primary plan.

- The coverage that you have as an employee, plan member, subscriber, policyholder, or retiree pays before coverage that you have as a spouse or dependent. However, if the person is a Medicare beneficiary and, as a result of federal law, Medicare is secondary to the plan covering the person as a dependent and primary to the plan covering the person as other than a dependent (e.g., a retired employee), then the order of benefits between the two plans is reversed, so that the plan covering the person as the employee, plan member, subscriber, policyholder or retiree is the secondary plan and the other plan is the primary plan.
- The coverage that you have as the result of active employment (not laid off or retired) pays before coverage that you have as a laid-off or retired employee. The same would be true if a person is a

dependent of an active employee and that same person is a dependent of a retired or laid-off employee. If the other plan does not have this rule and, as a result, the plans do not agree on the order of benefits, this rule is ignored.

- If a person whose coverage is provided pursuant to COBRA or under a right of continuation provided by state or other federal law is covered under another plan, the plan covering the person as an employee, plan member, subscriber, policyholder or retiree or covering the person as a dependent of an employee, member, subscriber or retiree is the primary plan and the COBRA or state or other federal continuation coverage is the secondary plan. If the other plan does not have this rule and, as a result, the plans do not agree on the order of benefits, this rule is ignored.
- The coverage with the earliest continuous effective date pays first if none of the rules above apply.
- If the preceding rules do not determine the order of benefits, the benefits payable will be shared equally between the plans. In addition, this plan will not pay more than it would have paid had it been the primary plan.

### **Dependent Children**

To coordinate benefits for a dependent child, the following rules apply (unless there is a court decree stating otherwise):

- If the child is covered by both parents who are married (and not separated) or who are living together, whether or not they have been married, then the coverage of the parent whose birthday occurs first in a calendar year pays first. If both parents have the same birthday, the plan that has covered the parent the longest is the primary plan.
- For a child covered by separated or divorced parents or parents who are not



living together, whether or not they have been married:

- If a court decree states that one of the parents is responsible for the child's health care expenses or coverage and the plan of that parent has actual knowledge of those terms, then that parent's coverage pays first. If the parent with responsibility has no health care coverage for the dependent child's health care expenses, but that parent's spouse does, that parent's spouse's coverage pays first. This item does not apply with respect to any plan year during which benefits are paid or provided before the entity has actual knowledge of the court decree provision.
- If a court decree states that both parents are responsible for the child's health care expense or health care coverage or if a court decree states that the parents have joint custody without specifying that one parent has responsibility for the health care expenses or coverage of the dependent child, then the coverage of the parent whose birthday occurs first in a calendar year pays first. If both parents have the same birthday, the plan that has covered the parent the longest is the primary plan.
- If a court decree does not specify which parent has financial or insurance responsibility, then the coverage of the parent with custody pays first. The payment order for the child is as follows: custodial parent, spouse of custodial parent, other parent, spouse of other parent. A custodial parent is the parent awarded custody by a court decree or, in the absence of a court decree, is the parent with whom the child resides more than one-half of the calendar year excluding any temporary visitation.

If none of these rules apply to your situation, we will follow the Iowa Insurance Division's Coordination of Benefits guidelines to determine this group health plan payment.

### **Effects on the Benefits of this Plan**

In determining the amount to be paid for any claim, the secondary plan will calculate the benefits it would have paid in the absence of other coverage and apply the calculated amount to any allowable expense under its plan that is unpaid by the primary plan. The secondary plan may then reduce its payment by the amount so that, when combined with the amount paid by the primary plan, total benefits paid or provided by all plans for the claim do not exceed the total allowable expense for that claim. In addition, the secondary plan will credit to its applicable deductible any amounts it would have credited to its deductible in the absence of other coverage.

### **Right of Recovery**

If the amount of payments made by us is more than we should have paid under these coordination of benefits provisions, we may recover the excess from any of the persons to or for whom we paid, or from any other person or organization that may be responsible for the benefits or services provided for the covered person. The amount of payments made includes the reasonable cash value of any benefits provided in the form of services.

### **Coordination with Medicare**

Medicare is by law the secondary coverage to group health plans in a variety of situations.

The following provisions apply only if you have both Medicare and employer group health coverage under your medical benefits and your employer has the required minimum number of employees.

### **Medicare Part B Drugs**

Drugs paid under Medicare Part B are covered under the medical benefits of this plan.

**Working Aged**

If you are a member of a group health plan of an employer with at least 20 employees for each working day for at least 20 calendar weeks in the current or preceding year, then Medicare is the secondary payer if the beneficiary is:

- Age 65 or older; and
- A current employee or spouse of a current employee covered by an employer group health plan.

**Working Disabled**

If you are a member of a group health plan of an employer with at least 100 full-time, part-time, or leased employees on at least 50 percent of regular business days during the preceding calendar year, then Medicare is the secondary payer if the beneficiary is:

- Under age 65;
- A recipient of Medicare disability benefits; and
- A current employee or a spouse or dependent of a current employee, covered by an employer group health plan.

**End-Stage Renal Disease (ESRD)**

The ESRD requirements apply to group health plans of all employers, regardless of the number of employees. Under these requirements, Medicare is the secondary payer during the first 30 months of Medicare coverage if both of the following are true:

- The beneficiary has Medicare coverage as an ESRD patient; and
- The beneficiary is covered by an employer group health plan.

If the beneficiary is already covered by Medicare due to age or disability and the beneficiary becomes eligible for Medicare ESRD coverage, Medicare generally is the secondary payer during the first 30 months of ESRD eligibility. However, if the group health plan is secondary to Medicare (based on other Medicare secondary-payer requirements) at the time the beneficiary

becomes covered for ESRD, the group health plan remains secondary to Medicare.

This is only a general summary of the laws, which may change from time to time. For more information, contact your employer or the Social Security Administration.

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# 12. Appeals

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## Right of Appeal

You have the right to one full and fair review in the case of an adverse benefit determination that denies, reduces, or terminates benefits, or fails to provide payment in whole or in part. Adverse benefit determinations include a denied or reduced claim, a rescission of coverage, or an adverse benefit determination concerning a pre-service notification requirement. Pre-service notification requirements are:

- A precertification request.
- A notification of admission or services.
- A prior approval request.

## How to Request an Internal Appeal

You or your authorized representative, if you have designated one, may appeal an adverse benefit determination within 180 days from the date you are notified of our adverse benefit determination by submitting a written appeal. Appeal forms are available at our website, *Wellmark.com*. See *Authorized Representative*, page 75.

### Medically Urgent Appeal

To appeal an adverse benefit determination involving a medically urgent situation, you may request an expedited appeal, either orally or in writing. Medically urgent generally means a situation in which your health may be in serious jeopardy or, in the opinion of your physician, you may experience severe pain that cannot be adequately controlled while you wait for a decision.

### Non-Medically Urgent Appeal

To appeal an adverse benefit determination that is not medically urgent, you must make your request for a review in writing.

## What to Include in Your Internal Appeal

You must submit all relevant information with your appeal, including the reason for your appeal. This includes written comments, documents, or other information in support of your appeal. You must also submit:

- Date of your request.
- Your name (please type or print), address, and if applicable, the name and address of your authorized representative.
- Member identification number.
- Claim number from your Explanation of Benefits, if applicable.
- Date of service in question.

If you have difficulty obtaining this information, ask your provider or pharmacist to assist you.

## Where to Send Internal Appeal

Wellmark Blue Cross and Blue Shield  
Special Inquiries  
P.O. Box 9232, Station 5W189  
Des Moines, IA 50306-9232

## Review of Internal Appeal

Your request for an internal appeal will be reviewed only once. The review will take into account all information regarding the adverse benefit determination whether or not the information was presented or available at the initial determination. Upon request, and free of charge, you will be provided reasonable access to and copies of all relevant records used in making the initial determination. Any new information or rationale gathered or relied upon during the appeal process will be provided to you prior to Wellmark issuing a final adverse benefit determination and you will have the

opportunity to respond to that information or to provide information.

The review will not be conducted by the original decision makers or any of their subordinates. The review will be conducted without regard to the original decision. If a decision requires medical judgment, we will consult an appropriate medical expert who was not previously involved in the original decision and who has no conflict of interest in making the decision. If we deny your appeal, in whole or in part, you may request, in writing, the identity of the medical expert we consulted.

### **Decision on Internal Appeal**

The decision on appeal is the final internal determination. Once a decision on internal appeal is reached, your right to internal appeal is exhausted.

#### **Medically Urgent Appeal**

For a medically urgent appeal, you will be notified (by telephone, e-mail, fax or another prompt method) of our decision as soon as possible, based on the medical situation, but no later than 72 hours after your expedited appeal request is received. If the decision is adverse, a written notification will be sent.

#### **All Other Appeals**

For all other appeals, you will be notified in writing of our decision. Most appeal requests will be determined within 30 days and all appeal requests will be determined within 60 days.

### **External Review**

You have the right to request an external review of a final adverse determination involving a covered service when the determination involved:

- Medical necessity.
- Appropriateness of services or supplies, including health care setting, level of care, or effectiveness of treatment.
- Investigational or experimental services or supplies.

- Concurrent review or admission to a facility. See *Notification Requirements and Care Coordination*, page 37.

An adverse determination eligible for external review does not include a denial of coverage for a service or treatment specifically excluded under this plan.

The external review will be conducted by independent health care professionals who have no association with us and who have no conflict of interest with respect to the benefit determination.

#### **Have you exhausted the appeal process?**

Before you can request an external review, you must first exhaust the internal appeal process described earlier in this section. However, if you have not received a decision regarding the adverse benefit determination within 30 days following the date of your request for an appeal, you are considered to have exhausted the internal appeal process.

**Requesting an external review.** You or your authorized representative may request an external review through the Iowa Insurance Division by completing an External Review Request Form and submitting the form as described in this section. You may obtain this request form by calling the Customer Service number on your ID card, by visiting our website at [Wellmark.com](http://Wellmark.com), by contacting the Iowa Insurance Division, or by visiting the Iowa Insurance Division's website at [www.iid.iowa.gov](http://www.iid.iowa.gov).

You will be required to authorize the release of any medical records that may be required to be reviewed for the purpose of reaching a decision on your request for external review.

Requests must be filed in writing at the following address, no later than four months after you receive notice of the final adverse benefit determination:

Iowa Insurance Division  
Two Ruan Center  
601 Locust, 4<sup>th</sup> Floor  
Des Moines, IA 50309-3738

Fax: 515-281-3059  
 E-mail:  
 iid.marketregulation@iid.iowa.gov

**How the review works.** Upon notification that an external review request has been filed, Wellmark will make a preliminary review of the request to determine whether the request may proceed to external review. Following that review, the Iowa Insurance Division will decide whether your request is eligible for an external review, and if it is, the Iowa Insurance Division will assign an independent review organization (IRO) to conduct the external review. You will be advised of the name of the IRO and will then have five business days to provide new information to the IRO. The IRO will make a decision within 45 days of the date the Iowa Insurance Division receives your request for an external review.

**Need help?** You may contact the Iowa Insurance Division at **877-955-1212** at any time for assistance with the external review process.

**Expedited External Review**

You do not need to exhaust the internal appeal process to request an external review of an adverse determination or a final adverse determination if you have a medical condition for which the time frame for completing an internal appeal or for completing a standard external review would seriously jeopardize your life or health or would jeopardize your ability to regain maximum function.

You may also have the right to request an expedited external review of a final adverse determination that concerns an admission, availability of care, concurrent review, or service for which you received emergency services, and you have not been discharged from a facility.

If our adverse benefit determination is that the service or treatment is experimental or investigational and your treating physician has certified in writing that delaying the service or treatment would render it

significantly less effective, you may also have the right to request an expedited external review.

You or your authorized representative may submit an oral or written expedited external review request to the Iowa Insurance Division by contacting the Iowa Insurance Division at **877-955-1212**.

If the Insurance Division determines the request is eligible for an expedited external review, the Division will immediately assign an IRO to conduct the review and a decision will be made expeditiously, but in no event more than 72 hours after the IRO receives the request for an expedited external review.

**Legal Action**

You shall not start legal action against us until you have exhausted the appeal procedure described in this section.



# 13. General Provisions

## Contract

The conditions of your coverage are defined in your contract. Your contract includes:

- Any application you submitted to us or to your employer or group sponsor.
- Any agreement or group policy we have with your employer or group sponsor.
- Any application completed by your employer or group sponsor.
- This summary plan description and any riders or amendments.

All of the statements made by you or your employer or group sponsor in any of these materials will be treated by us as representations, not warranties.

## Interpreting this Summary Plan Description

We will interpret the provisions of this summary plan description and determine the answer to all questions that arise under it. We have the administrative discretion to determine whether you meet our written eligibility requirements, or to interpret any other term in this summary plan description. If any benefit described in this summary plan description is subject to a determination of medical necessity, unless otherwise required by law, we will make that factual determination. Our interpretations and determinations are final and conclusive, subject to the appeal procedures outlined earlier in this summary plan description.

There are certain rules you must follow in order for us to properly administer your benefits. Different rules appear in different sections of your summary plan description. You should become familiar with the entire document.

## Authority to Terminate, Amend, or Modify

Your employer or group sponsor has the authority to terminate, amend, or modify

the coverage described in this summary plan description at any time. Any amendment or modification will be in writing and will be as binding as this summary plan description. If your contract is terminated, you may not receive benefits.

## Authorized Group Benefits Plan Changes

No agent, employee, or representative of ours is authorized to vary, add to, change, modify, waive, or alter any of the provisions described in this summary plan description. This summary plan description cannot be changed except by one of the following:

- Written amendment signed by an authorized officer and accepted by you or your employer or group sponsor.
- Our receipt of proper notification that an event has changed your spouse or dependent's eligibility for coverage. See *Coverage Changes and Termination*, page 51.

## Authorized Representative

You may authorize another person to represent you and with whom you want us to communicate regarding specific claims or an appeal. This authorization must be in writing, signed by you, and include all the information required in our Authorized Representative Form. This form is available at [Wellmark.com](http://Wellmark.com) or by calling the Customer Service number on your ID card.

In a medically urgent situation your treating health care practitioner may act as your authorized representative without completion of the Authorized Representative Form.

An assignment of benefits, release of information, or other similar form that you may sign at the request of your health care provider does not make your provider an authorized representative. You may authorize only one person as your

representative at a time. You may revoke the authorized representative at any time.

## **Release of Information**

By enrolling in this group health plan, you have agreed to release any necessary information requested about you so we can process claims for benefits.

You must allow any provider, facility, or their employee to give us information about a treatment or condition. If we do not receive the information requested, or if you withhold information, your benefits may be denied. If you fraudulently use your coverage or misrepresent or conceal material facts when providing information, then we may terminate your coverage under this group health plan.

## **Privacy of Information**

Your employer or group sponsor is required to protect the privacy of your health information. It is required to request, use, or disclose your health information only as permitted or required by law. For example, your employer or group sponsor has contracted with Wellmark to administer this group health plan and Wellmark will use or disclose your health information for treatment, payment, and health care operations according to the standards and specifications of the federal privacy regulations.

### **Treatment**

We may disclose your health information to a physician or other health care provider in order for such health care provider to provide treatment to you.

### **Payment**

We may use and disclose your health information to pay for covered services from physicians, hospitals, and other providers, to determine your eligibility for benefits, to coordinate benefits, to determine medical necessity, to obtain payment from your employer or group sponsor, to issue explanations of benefits to the person enrolled in the group health plan in which

you participate, and the like. We may disclose your health information to a health care provider or entity subject to the federal privacy rules so they can obtain payment or engage in these payment activities.

### **Health Care Operations**

We may use and disclose your health information in connection with health care operations. Health care operations include, but are not limited to, determining payment and rates for your group health plan; quality assessment and improvement activities; reviewing the competence or qualifications of health care practitioners, evaluating provider performance, conducting training programs, accreditation, certification, licensing, or credentialing activities; medical review, legal services, and auditing, including fraud and abuse detection and compliance; business planning and development; and business management and general administrative activities.

### **Other Disclosures**

Your employer or group sponsor or Wellmark is required to obtain your explicit authorization for any use or disclosure of your health information that is not permitted or required by law. For example, we may release claim payment information to a friend or family member to act on your behalf during a hospitalization if you submit an authorization to release information to that person. If you give us an authorization, you may revoke it in writing at any time. Your revocation will not affect any use or disclosures permitted by your authorization while it was in effect.

## **Member Health Support Services**

Wellmark may from time to time make available to you certain health support services (such as disease management), for a fee or for no fee. Wellmark may offer financial and other incentives to you to use such services. As a part of the provision of these services, Wellmark may:



- Use your personal health information (including, but not limited to, substance abuse, mental health, and HIV/AIDS information); and
- Disclose such information to your health care providers and Wellmark's health support service vendors, for purposes of providing such services to you.

Wellmark will use and disclose information according to the terms of our Privacy Practices Notice, which is available upon request or at *Wellmark.com*.

## Value Added or Innovative Benefits

Wellmark may, from time to time, make available to you certain value added or innovative benefits for a fee or for no fee. Examples include Blue365®, identity theft protections, and discounts on alternative/preventive therapies, fitness, exercise and diet assistance, and elective procedures as well as resources to help you make more informed health decisions. Wellmark may also provide rewards or incentives under this plan if you participate in certain voluntary wellness activities or programs that encourage healthy behaviors. Your employer is responsible for any income and employment tax withholding, depositing and reporting obligations that may apply to the value of such rewards and incentives.

## Value-Based Programs

Value-based programs involve local health care organizations that are held accountable for the quality and cost of care delivered to a defined population. Value-based programs can include accountable care organizations (ACOs), patient centered medical homes (PCMHs), and other programs developed by Wellmark, the Blue Cross Blue Shield Association, or other Blue Cross Blue Shield health plans ("Blue Plans"). Wellmark and Blue Plans have entered into collaborative arrangements with value-based programs under which the health care providers participating in them are eligible for financial incentives relating to quality and

cost-effective care of Wellmark and/or Blue Plan members. If your physician, hospital, or other health care provider participates in the Wellmark ACO program or other value-based program, Wellmark may make available to such health care providers your health care information, including claims information, for purposes of helping support their delivery of health care services to you.

## Nonassignment

Benefits for covered services under this group health plan are for your personal benefit and cannot be transferred or assigned to anyone else without our consent. You are prohibited from assigning any claim or cause of action arising out of or relating to this group health plan. Any attempt to assign this group health plan or rights to payment will be void.

## Governing Law

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

## Legal Action

You shall not start any legal action against us unless you have exhausted the applicable appeal process and the external review process described in the *Appeals* section.

You shall not bring any legal or equitable action against us because of a claim under this group health plan, or because of the alleged breach of this plan, more than two years after the end of the calendar year in which the services or supplies were provided.

## Medicaid Enrollment and Payments to Medicaid

### Assignment of Rights

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

### Enrollment Without Regard to Medicaid

Your receipt or eligibility for benefits under Medicaid will not affect your enrollment as a participant or beneficiary of this group health plan, nor will it affect our determination of benefits.

### Acquisition by States of Rights of Third Parties

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

### Medicaid Reimbursement

When a PPO or Participating provider submits a claim to a state Medicaid program for a covered service and Wellmark reimburses the state Medicaid program for the service, Wellmark's total payment for the service will be limited to the amount paid to the state Medicaid program. No additional payments will be made to the provider or to you.

## Subrogation

### Right of Subrogation

If you or your legal representative have a claim to recover money from a third party and this claim relates to an illness or injury for which this group health plan provides benefits, we, on behalf of your employer or group sponsor, will be subrogated to you and your legal representative's rights to recover from the third party as a condition to your receipt of benefits.

### Right of Reimbursement

If you have an illness or injury as a result of the act of a third party or arising out of obligations you have under a contract and you or your legal representative files a claim under this group health plan, as a condition of receipt of benefits, you or your legal representative must reimburse us for all benefits paid for the illness or injury from money received from the third party or its insurer, or under the contract, to the extent of the amount paid by this group health plan on the claim.

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

- The responsible person or that person's insurer.
- Uninsured motorist coverage.
- Underinsured motorist coverage.
- Other insurance coverage including, but not limited to, homeowner's, motor vehicle, or medical payments insurance.

You agree to recognize our rights under this group health plan to subrogation and reimbursement. These rights provide us with a priority over any money paid by a third party to you relative to the amount paid by this group health plan, including priority over any claim for nonmedical charges, or other costs and expenses. We will assume all rights of recovery, to the extent of payment made under this group health plan, regardless of whether payment is made before or after settlement of a third party claim, and regardless of whether you have received full or complete compensation for an illness or injury.

### Procedures for Subrogation and Reimbursement

You or your legal representative must do whatever we request with respect to the exercise of our subrogation and reimbursement rights, and you agree to do nothing to prejudice those rights. In

addition, at the time of making a claim for benefits, you or your legal representative must inform us in writing if you have an illness or injury caused by a third party or arising out of obligations you have under a contract. You or your legal representative must provide the following information, by registered mail, as soon as reasonably practicable of such illness or injury to us as a condition to receipt of benefits:

- The name, address, and telephone number of the third party that in any way caused the illness or injury or is a party to the contract, and of the attorney representing the third party;
- The name, address and telephone number of the third party's insurer and any insurer of you;
- The name, address and telephone number of your attorney with respect to the third party's act;
- Prior to the meeting, the date, time and location of any meeting between the third party or his attorney and you, or your attorney;
- All terms of any settlement offer made by the third party or his insurer or your insurer;
- All information discovered by you or your attorney concerning the insurance coverage of the third party;
- The amount and location of any money that is recovered by you from the third party or his insurer or your insurer, and the date that the money was received;
- Prior to settlement, all information related to any oral or written settlement agreement between you and the third party or his insurer or your insurer;
- All information regarding any legal action that has been brought on your behalf against the third party or his insurer; and
- All other information requested by us.

Send this information to:

Wellmark Blue Cross and Blue Shield  
1331 Grand Avenue, Station 5E151  
Des Moines, IA 50309-2901

You also agree to all of the following:

- You will immediately let us know about any potential claims or rights of recovery related to the illness or injury.
- You will furnish any information and assistance that we determine we will need to enforce our rights under this group health plan.
- You will do nothing to prejudice our rights and interests including, but not limited to, signing any release or waiver (or otherwise releasing) our rights, without obtaining our written permission.
- You will not compromise, settle, surrender, or release any claim or right of recovery described above, without obtaining our written permission.
- If payment is received from the other party or parties, you must reimburse us to the extent of benefit payments made under this group health plan.
- In the event you or your attorney receive any funds in compensation for your illness or injury, you or your attorney will hold those funds (up to and including the amount of benefits paid under this group health plan in connection with the illness or injury) in trust for the benefit of this group health plan as trustee(s) for us until the extent of our right to reimbursement or subrogation has been resolved.
- In the event you invoke your rights of recovery against a third-party related to the illness or injury, you will not seek an advancement of costs or fees from us.
- The amount of our subrogation interest shall be paid first from any funds recovered on your behalf from any source, without regard to whether you have been made whole or fully compensated for your losses, and the "make whole" rule is specifically rejected and inapplicable under this group health plan.
- We will not be liable for payment of any share of attorneys' fees or other expenses incurred in obtaining any

recovery, except as expressly agreed in writing, and the “common fund” rule is specifically rejected and inapplicable under this group health plan.

It is further agreed that in the event that you fail to take the necessary legal action to recover from the responsible party, we shall have the option to do so and may proceed in its name or your name against the responsible party and shall be entitled to the recovery of the amount of benefits paid under this group health plan and shall be entitled to recover its expenses, including reasonable attorney fees and costs, incurred for such recovery.

In the event we deem it necessary to institute legal action against you if you fail to repay us as required in this group health plan, you shall be liable for the amount of such payments made by us as well as all of our costs of collection, including reasonable attorney fees and costs.

You hereby authorize the deduction of any excess benefit received or benefits that should not have been paid, from any present or future compensation payments.

You and your covered family member(s) must notify us if you have the potential right to receive payment from someone else. You must cooperate with us to ensure that our rights to subrogation are protected.

Our right of subrogation and reimbursement under this group health plan applies to all rights of recovery, and not only to your right to compensation for medical expenses. A settlement or judgment structured in any manner not to include medical expenses, or an action brought by you or on your behalf which fails to state a claim for recovery of medical expenses, shall not defeat our rights of subrogation and reimbursement if there is any recovery on your claim.

We reserve the right to offset any amounts owed to us against any future claim payments.

## Workers' Compensation

If you have received benefits under this group health plan for an injury or condition that is the subject or basis of a workers' compensation claim (whether litigated or not), we are entitled to reimbursement to the extent of benefits paid under this plan from your employer, your employer's workers' compensation carrier, or you in the event that your claim is accepted or adjudged to be covered under workers' compensation.

Furthermore, we are entitled to reimbursement from you to the full extent of benefits paid out of any proceeds you receive from any workers' compensation claim, regardless of whether you have been made whole or fully compensated for your losses, regardless of whether the proceeds represent a compromise or disputed settlement, and regardless of any characterization of the settlement proceeds by the parties to the settlement. We will not be liable for any attorney's fees or other expenses incurred in obtaining any proceeds for any workers' compensation claim.

We utilize industry standard methods to identify claims that may be work-related. This may result in initial payment of some claims that are work-related. We reserve the right to seek reimbursement of any such claim or to waive reimbursement of any claim, at our discretion.

## Payment in Error

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

## Notice

If a specific address has not been provided elsewhere in this summary plan description, you may send any notice to Wellmark's office:

Wellmark Blue Cross and Blue Shield  
1331 Grand Avenue  
Des Moines, IA 50309-2901

Any notice from Wellmark to you is acceptable when sent to your address as it

appears on Wellmark's records or the address of the group through which you are enrolled.

### **Submitting a Complaint**

If you are dissatisfied or have a complaint regarding our products or services, call the Customer Service number on your ID card. We will attempt to resolve the issue in a timely manner. You may also contact Customer Service for information on where to send a written complaint.



# Glossary

The definitions in this section are terms that are used in various sections of this summary plan description. A term that appears in only one section is defined in that section.

**Accidental Injury.** An injury, independent of disease or bodily infirmity or any other cause, that happens by chance and requires immediate medical attention.

**Admission.** Formal acceptance as a patient to a hospital or other covered health care facility for a health condition.

**Amount Charged.** The amount that a provider bills for a service or supply, whether or not it is covered under this group health plan.

**Benefits.** Medically necessary services or supplies that qualify for payment under this group health plan.

**BlueCard Program.** The Blue Cross Blue Shield Association program that permits members of any Blue Cross or Blue Shield Plan to have access to the advantages of PPO Providers throughout the United States.

**Creditable Coverage.** Any of the following categories of coverage:

- Group health plan (including government and church plans).
- Health insurance coverage (including group, individual, and short-term limited duration coverage).
- Medicare (Part A or B of Title XVIII of the Social Security Act).
- Medicaid (Title XIX of the Social Security Act).
- Medical care for members and certain former members of the uniformed services, and for their dependents (Chapter 55 of Title 10, United States Code).
- A medical care program of the Indian Health Service or of a tribal organization.
- A state health benefits risk pool.

- Federal Employee Health Benefit Plan (a health plan offered under Chapter 89 of Title 5, United States Code).
- A State Children's Health Insurance Program (S-CHIP).
- A public health plan as defined in federal regulations (including health coverage provided under a plan established or maintained by a foreign country or political subdivision).
- A health benefits plan under Section 5(e) of the Peace Corps Act.
- An organized delivery system licensed by the director of public health.

**Extended Home Skilled Nursing.**

Home skilled nursing care, other than short-term home skilled nursing, provided in the home by a registered (R.N.) or licensed practical nurse (L.P.N.) who is associated with an agency accredited by the Joint Commission for Accreditation of Health Care Organizations (JCAHO) or a Medicare-certified agency that is ordered by a physician and consists of four or more hours per day of continuous nursing care that requires the technical proficiency and knowledge of an R.N. or L.P.N.

**Group.** Those plan members who share a common relationship, such as employment or membership.

**Group Sponsor.** The entity that sponsors this group health plan.

**Illness or Injury.** Any bodily disorder, bodily injury, disease, or mental health condition, including pregnancy and complications of pregnancy.

**Inpatient.** Services received, or a person receiving services, while admitted to a health care facility for at least an overnight stay.

**Medically Urgent Situation.** A situation where a longer, non-urgent response time to

a pre-service notification could seriously jeopardize the life or health of the benefits plan member seeking services or, in the opinion of a physician with knowledge of the member's medical condition, would subject the member to severe pain that cannot be managed without the services in question.

**Medicare.** The federal government health insurance program established under Title XVIII of the Social Security Act for people age 65 and older and for individuals of any age entitled to monthly disability benefits under Social Security or the Railroad Retirement Program. It is also for those with chronic renal disease who require hemodialysis or kidney transplant.

**Member.** A person covered under this group health plan.

**Out-of-Network Provider.** A facility or practitioner that does not participate with either Wellmark or any other Blue Cross or Blue Shield Plan. Pharmacies that do not contract with our pharmacy benefits manager are considered Out-of-Network Providers.

**Outpatient.** Services received, or a person receiving services, in the outpatient department of a hospital, an ambulatory surgery center, or the home.

**Participating Providers.** These providers participate with a Blue Cross and/or Blue Shield Plan in another state or service area but not with a preferred provider program. Pharmacies that contract with our pharmacy benefits manager are considered Participating Providers.

**Plan Member.** The person who signed for this group health plan.

**Plan Year.** A date used for purposes of determining compliance with federal legislation.

**PPO Provider.** A facility or practitioner that participates with a Blue Cross or Blue Shield preferred provider program.

**Services or Supplies.** Any services, supplies, treatments, devices, or drugs, as applicable in the context of this summary plan description, that may be used to diagnose or treat a medical condition.

**Spouse.** A man or woman lawfully married to a covered member.

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

**We, Our, Us.** Wellmark Blue Cross and Blue Shield.

**X-ray and Lab Services.** Tests, screenings, imagings, and evaluation procedures identified in the American Medical Association's Current Procedural Terminology (CPT) manual, Standard Edition, under *Radiology Guidelines* and *Pathology and Laboratory Guidelines*.

**You, Your.** The plan member and family members eligible for coverage under this group health plan.



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# Required Federal Accessibility and Nondiscrimination Notice



## Discrimination is against the law

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## Wellmark provides:

- Free aids and services to people with disabilities so they may communicate effectively with us, such as:
  - Qualified sign language interpreters
  - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Free language services to people whose primary language is not English, such as:
  - Qualified interpreters
  - Information written in other languages

If you need these services, call 800-524-9242.

If you believe that Wellmark has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability or sex, you can file a grievance with: Wellmark Civil Rights Coordinator, 1331 Grand Avenue, Station 5W189, Des Moines, IA 50309-2901, 515-376-4500, TTY 888-781-4262, Fax 515-376-9073, Email [CRC@Wellmark.com](mailto:CRC@Wellmark.com). You can file a grievance in person, by mail, fax or email. If you need help filing a grievance, the Wellmark Civil Rights Coordinator is available to help you. You can also file a civil rights complaint with the U.S. Department of Health and Human Services Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail, phone or fax at: U.S. Department of Health and Human Services, 200 Independence Avenue S.W., Room 509F, HHH Building, Washington DC 20201, 800-368-1019, 800-537-7697 (TDD).

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

ATENCIÓN: Si habla español, los servicios de asistencia de idiomas se encuentran disponibles gratuitamente para usted. Comuníquese al 800-524-9242 o al (TTY: 888-781-4262).

注意: 如果您说普通话, 我们可免费为您提供语言协助服务。请拨打 800-524-9242 或 (听障专线: 888-781-4262)。

CHÚ Ý: Nếu quý vị nói tiếng Việt, các dịch vụ hỗ trợ ngôn ngữ miễn phí có sẵn cho quý vị. Xin hãy liên hệ 800-524-9242 hoặc (TTY: 888-781-4262).

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ACHTUNG: Wenn Sie deutsch sprechen, stehen Ihnen kostenlose sprachliche Assistenzdienste zur Verfügung. Rufnummer: 800-524-9242 oder (TTY: 888-781-4262).

تنبيه: إذا كنت تتحدث اللغة العربية، فإننا نوفر لك خدمات المساعدة اللغوية، المجانية. اتصل بالرقم 800-524-9242 أو (خدمة الهاتف النصي: 888-781-4262).

ສິ່ງຄວນເອົາໃຈໃສ່, ພາສາລາວ ຖ້າທ່ານເວົ້າ: ພວກເຮົາມີບໍລິການຄວາມຊ່ວຍເຫຼືອດ້ານພາສາ ໃຫ້ທ່ານໂດຍບໍ່ເສຍຄ່າ ຫຼື 800-524-9242 ຕິດຕໍ່ທີ. (TTY: 888-781-4262.)

주의: 한국어를 사용하시는 경우, 무료 언어 지원 서비스를 이용하실 수 있습니다. 800-524-9242번 또는 (TTY: 888-781-4262)번으로 연락해 주십시오.

ध्यान रखें: अगर आपकी भाषा हिन्दी है, तो आपके लिए भाषा सहायता सेवाएँ, नि:शुल्क उपलब्ध हैं। 800-524-9242 पर संपर्क करें या (TTY: 888-781-4262)।

ATTENTION: si vous parlez français, des services d'assistance dans votre langue sont à votre disposition gratuitement. Appelez le 800 524 9242 (ou la ligne ATS au 888 781 4262).

Geb Acht: Wann du Deutsch schwetze duscht, kannscht du Hilf in dei eegni Schprooch koschdefrei griege. Ruf 800-524-9242 oder (TTY: 888-781-4262) uff.

โปรดทราบ: หากคุณพูด ไทย เรายมีบริการช่วยเหลือด้านภาษาสำหรับคุณโดยไม่คิดค่าใช้จ่าย ติดต่อ 800-524-9242 หรือ (TTY: 888-781-4262)

PAG-UKULAN NG PANSIN: Kung Tagalog ang wikang ginagamit mo, may makukuha kang mga serbisyong tulong sa wika na walang bayad. Makipag-ugnayan sa 800-524-9242 o (TTY: 888-781-4262).

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सावधान: यदि तपाईं नेपाली बोल्नुहुन्छ भने, तपाईंका लागि नि:शुल्क रूपमा भाषा सहायता सेवाहरू उपलब्ध गराइन्छ। 800-524-9242 वा (TTY: 888-781-4262) मा सम्पर्क गर्नुहोस्।

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HEETINA To a wolwa Fulfulde laabi walliinde dow wolde, naa e njobdi, ene ngoodi ngam maada. Hebir 800-524-9242 malla (TTY: 888-781-4262).

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Ge': Diné k'éhjí yáníłti'go níká bizaad bee áká' adoowoł, t'áá jiik'é, náhóló. Kojí' hólne' 800-524-9242 doodaii' (TTY: 888-781-4262)











DEPARTMENT OF FINANCE & BUSINESS  
OPERATIONS

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 Members

**FROM:** Paul Kockler, Accountant

**DATE:** November 15, 2018

**SUBJECT: Blue Dental Summary Plan Description (SPD)**

Attached is the updated dental plan Summary Plan Descriptions (SPD) from Wellmark Blue Dental for FY2019 in compliance with current requirements for your approval.

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

Attachment



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

C O V E R A G E M A N U A L

**Blue Dental<sup>SM</sup>**  
**City of Cedar Falls**

Form Number: Wellmark IA Grp

Group Effective Date: 7/1/2018  
Print Date: 11/14/2018  
Coverage Code: 7TW  
Version: 01/18



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# About This Coverage Manual

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## Contract

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

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

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

## Charts

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

## Complete Information

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

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

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

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

## Read Thoroughly

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

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

## Questions

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



# 1. What You Pay

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

## Payment Summary

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

Category	Deductible	Coinsurance	Benefit Year Maximum	Lifetime Maximum
<b>All Services</b>	\$50 per person \$100 per family*		\$1,000	
<b>Oral Evaluations</b>	waived	0%		
Preventive Evaluations (check-ups)				
Problem-Focused Evaluations				
Dental Cleaning				
Fluoride Applications				
X-rays				
Periodontal Maintenance				
Therapy				
Sealant Applications				
Space Maintainers				
<b>Cavity Repair</b>		20%		
Contour of Bone				
Emergency Treatment				
General Anesthesia				
Limited Occlusal Adjustment				
Routine Oral Surgery				
<b>Root Canals and Other Endodontic Services</b>		50%		
Apicoectomy				
Direct Pulp Cap				
Pulpotomy				
Retrograde Fillings				
Root Canal Therapy				
<b>Treatment of Gum and Bone Diseases</b>		50%		
Conservative Procedures				
Complex Procedures				
<b>High Cost Restorations</b>		50%		
Crowns				
Inlays				
Onlays				
Posts and Cores				



Category	Deductible	Coinsurance	Benefit Year Maximum	Lifetime Maximum
<b>Dentures and Bridges (Prosthetics)</b> Bridges Dentures Dental Implants		50%		
<b>Orthodontics</b>		50%	waived	\$1,000

\*Family amounts are reached from amounts accumulated on behalf of any combination of covered family members.

## Payment Details

### Deductible

Deductible is the fixed dollar amount you pay for covered services in a benefit year before Blue Dental benefits become available.

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

Once you meet the deductible, then coinsurance applies.

### Coinsurance

Coinsurance is the amount, calculated using a fixed percentage, you pay each time you receive covered services. Coinsurance amounts apply after you meet the deductible for the benefit year.

### Benefit Year Maximum

This is the maximum payment amount each member is eligible to receive for certain covered services in a benefit year. The benefit year maximum is reached from claims settled under this benefits plan during a benefit year.

### Lifetime Maximum

In a member's lifetime, total benefits are limited by a dollar amount for benefit category *Orthodontics*.

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

Your coverage provides benefits for many services and supplies. There are also services for which this coverage does not provide benefits. The following chart is provided for your convenience as a quick reference only. This chart is not intended to be and does not constitute a complete description of all coverage details and factors that determine whether a service is covered or not. All covered services are subject to the contract terms and conditions contained throughout this coverage manual. Many of these terms and conditions are contained in *Details – Covered and Not Covered*, page 9. To fully understand which services are covered and which are not, you must become familiar with this entire coverage manual. Please call us if you are unsure whether a particular service is covered or not.

The headings in this chart provide the following information:

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

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

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

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

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

Service Category	Covered	Not Covered	See Page	Benefits Maximum
<b>Alveoplasty (Contour of Bone)</b>	●		9	
<b>Anesthesia</b>			9	
General and Intravenous Sedation	●		9	
Local when billed separately from the related procedure		⊙	9	
<b>Apicoectomy/Periradicular Surgery</b>	●		9	
<b>Braces (Orthodontics)</b>			9	
Adults		⊙	9	
Children	●		9	
Repair or Replacement of Orthodontic Appliances		⊙	9	
<b>Bridges</b>	●		9	Once every five years per tooth.

Service Category	Covered	Not Covered	See Page	Benefits Maximum
Cavity Repair	●		9	
Cleaning (Prophylaxis)	●		10	Twice per benefit year. An additional prophylaxis (cleaning) is available for members who are pregnant and for members with diabetes.
Congenital Deformity		⊙	10	
Cosmetic Dental Procedures		⊙	10	
Crowns	●		10	Once every five years per tooth.
Dentures	●		10	Once every five years per tooth.
Drugs		⊙	10	
Emergency Treatment (Palliative)	●		10	
Fluoride Applications (Topical)	●		11	For eligible children under age 19 once every 12 months.
Implants	●		11	Once in a lifetime per missing tooth.
Infection Control, if an additional fee		⊙	11	
Inlays	●		11	Once every five years per tooth.
Localized Delivery of Antimicrobial Agents		⊙	11	
Lost or Stolen Appliances		⊙	11	
Medical Services or Supplies		⊙	11	
Nondental Services		⊙	12	
Occlusal Adjustment			12	
Limited	●		12	
Complete		⊙	12	
Onlays	●		12	Once every five years per tooth.
Oral Evaluations (Preventive Check-Ups and Problem-Focused Evaluations)	●		12	Twice per benefit year.
Oral Surgery – Routine	●		12	
Periodontal Appliances		⊙	12	

Service Category	Covered	Not Covered	See Page	Benefits Maximum
<b>Periodontal Procedures</b>			12	
Conservative (Root Planing and Scaling)	●		12	Conservative periodontal procedures once every 24 months for each quadrant.
Complex	●		12	Complex periodontal procedures once every three years for each quadrant.
Periodontal Maintenance Therapy	●		12	Periodontal maintenance benefits are available up to four times per benefit year. An additional periodontal maintenance treatment is available for members who are pregnant and for members with diabetes.
<b>Posts and Cores</b>	●		13	Once every five years per tooth.
<b>Pulp Caps</b>			13	
Direct	●		13	Once per lifetime per tooth.
Indirect		⊖	13	
<b>Pulpotomy</b>	●		13	
<b>Retrograde Fillings</b>	●		13	
<b>Root Canals</b>	●		13	
<b>Sealant Applications</b>	●		13	For eligible children under age 15. Once in a lifetime per permanent first and second molars.
<b>Space Maintainers</b>	●		13	For eligible children under age 15. Once in a lifetime.
<b>Veneers</b>		⊖	13	
<b>X-rays</b>			13	
Bitewing	●		13	Once every 12 months.
Full-Mouth	●		14	Once every five years.
Occlusal and Extraoral	●		14	
Periapical	●		14	



---

## 3. Details - Covered and Not Covered

---

All covered services or supplies listed in this section are subject to the general contract provisions and limitations described in this coverage manual. Also see the section *General Conditions of Coverage, Exclusions, and Limitations*, page 15. If a service or supply is not specifically listed, do not assume it is covered.

---

### Alveoloplasty (Contour of Bone)

**Covered:** Reshaping and recontouring bone usually in preparation for tooth replacement appliances or performed in conjunction with the removal of a tooth or teeth.

---

### Anesthesia

**Covered:** General anesthesia or intravenous sedation administered in connection with covered oral surgery when billed by the operating dentist.

**Not Covered:** Local anesthesia when billed separately from a related procedure.

---

### Apicoectomy/Periradicular Surgery

**Covered:** Surgery to repair a damaged root as part of root canal therapy or correction of a previous root canal.

---

### Braces (Orthodontics)

**Covered:** Services for proper alignment of teeth, including the following related surgical services:

- Exposure of impacted or unerupted teeth.
- Repositioning of teeth.

**Please note:** Benefit payments are made in equal amounts:

- when treatment begins, and
- at six-month intervals until treatment is completed or until lifetime maximum benefits are exhausted.

You must have continuous eligibility under this dental benefits plan in order to receive ongoing orthodontic benefit payments.

Before treatment begins, your dentist should submit a pretreatment estimate. An Estimate of Benefits form will be sent to you and your dentist indicating Wellmark's maximum allowable fee, including any deductible and coinsurance amounts you may owe. The pretreatment estimate serves as a claim form when treatment begins.

#### Benefits Maximum:

- Covered only for eligible children who are at least age eight and under age 19.

#### Not Covered:

- Repair or replacement of orthodontic appliances (including related services or supplies).
- Adult orthodontics.

---

### Bridges

**Covered:** Replacement of missing permanent teeth with a dental prosthesis that is cemented in place and can only be removed by a dentist. Bridge repairs are also included.

#### Benefits Maximum:

- Bridges are a benefit once every five years per tooth.
- Bridges that are supported by dental implants are limited to the amount paid for a bridge supported by natural teeth.

#### See Also:

*Pretreatment Notification*, page 19.

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### Cavity Repair

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

Pre-formed resin crowns performed on a posterior tooth will be alternated to a stainless steel crown.

Tooth colored (composite) fillings performed on a posterior tooth will be alternated to an amalgam (silver) filling.

**Not Covered:**

- The cost difference between a tooth-colored (composite) filling and a silver (amalgam) filling if the restoration is for a back (posterior) tooth.
- The cost difference between a resin crown and a stainless steel crown if the restoration is for a back (posterior) tooth.

**Cleaning (Prophylaxis)**

**Covered:** Removal of plaque, tartar (calculus), and stain from teeth.

**Benefits Maximum:**

- Twice per benefit year.
- An additional prophylaxis (cleaning) is available for members who are pregnant and for members with diabetes.

**Congenital Deformity**

**Not Covered:** Services or supplies for the correction of congenital deformities such as cleft palate.

**Cosmetic Dental Procedures**

**Not Covered:** Services or supplies that have the primary purpose of improving the appearance of your teeth, rather than restoring or improving dental form or function.

**Crowns**

**Covered:** Restoring tooth structure lost due to decay or fracture by covering and replacing the visible part of the tooth with a precious metal, porcelain-fused-to-metal, or porcelain crown when the tooth cannot be restored with a silver (amalgam) or tooth-colored (composite) filling.

**Benefits Maximum:**

- Crowns are a benefit once every five years per tooth beginning from the date the indirect fabrication is cemented in place.
- If a filling was performed on the same tooth within the previous 12 months, the benefit for the crown will be reduced by the amount of the benefit paid for the filling.

**Not Covered:** Crowns that are not meant to restore form and function of a tooth, including crowns placed for the primary purpose of cosmetics, altering vertical dimension, restoring your bite (occlusion), or restoring a tooth due to attrition and abrasion.

**See Also:**

*Pretreatment Notification*, page 19.

**Dentures**

**Covered:** Replacing missing permanent teeth with a dental prosthesis that is removable. Denture repair and relining are also included. Dentures that are supported by surgically placed dental implants are limited to the amount paid for a conventional prosthesis supported by natural teeth.

**Benefits Maximum:**

- Dentures are a benefit once every five years per tooth.
- Relining is available only if performed six months or more after the initial placement of the denture and once every two years thereafter.

**Drugs**

**Not Covered:** Prescription or non-prescription drugs or medicines.

**Emergency Treatment (Palliative)**

**Covered:** Treatment to relieve pain or infection of dental origin.

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## Fluoride Applications (Topical)

**Covered.**

**Benefits Maximum:**

- For eligible children under age 19 once every 12 months.

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## Implants

**Covered:** Replacing a missing permanent tooth with a surgically-implanted dental prosthesis that is not removable by the patient. A restoration is then placed on the implant.

To be covered, implants must:

- Be an alternative to a fixed partial denture.
- Replace one or two missing teeth per arch (excluding a third molar).
- Reside between two natural teeth (excluding a third molar) for which a laboratory-processed restoration is not planned.

**Please note:** In addition to the preceding requirements, the bone structure supporting the implant must be of adequate density and sufficient height (minimum 10 mm) to support the implant.

Repairs for dental implants and restorations to dental implants are also covered.

**Benefits Maximum:**

- Implants are a benefit once in a lifetime per missing tooth.
- If three or more teeth are missing in an arch without laboratory-processed restorations, benefits are limited to the amount payable for a removable partial denture.

**Not Covered:** Services or supplies related to a non-covered implant procedure.

**See Also:**

*Pretreatment Notification*, page 19.

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## Infection Control

**Not Covered:** Separate charges for “infection control,” which includes the costs for services and supplies associated with sterilization procedures. Participating dentists incorporate these costs into their normal fees and will not charge an additional fee for “infection control.”

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## Inlays

**Covered:** Restoring tooth structure lost due to decay or fracture with a cast metallic or porcelain filling when the tooth cannot be restored with a silver (amalgam) or tooth-colored (composite) filling.

**Benefits Maximum:**

- Available once every five years per tooth beginning from the date the indirect fabrication is cemented in place.
- Benefits are limited to the amount paid for a silver (amalgam) filling. You are responsible for any difference in cost between a porcelain filling and a metallic filling.
- If a filling was performed on the same tooth within the previous 12 months, the benefit for the inlay will be reduced by the amount of the benefit paid for the filling.

**See Also:**

*Pretreatment Notification*, page 19.

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## Localized Delivery of Antimicrobial Agents

**Not Covered.**

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## Lost or Stolen Appliances

**Not Covered:** Including related services or supplies.

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## Medical Services or Supplies

**Not Covered:** Services or supplies that are medical in nature including, but not limited to, dental services performed in a hospital and treatment of fractures or dislocations, cysts, malignancies, temporomandibular joint disorder, or accidental injuries.



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## Nondental Services

**Not Covered:** Including, but not limited to, charges related to: telephone consultations, failure to keep scheduled appointments, completion of a form, or dental information.

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## Occlusal Adjustment

### Covered:

**Limited Occlusal Adjustment** including, but not limited to, reshaping the biting surfaces of one or more teeth.

### Not Covered:

**Complete Occlusal Adjustment** which is a more complex procedure that requires several appointments and is intended to revise or alter the functional relationship between upper and lower teeth.

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## Onlays

**Covered:** Restoring tooth structure lost due to decay or fracture by replacing one or more missing or damaged biting cusps of a tooth with an indirect fabrication when the tooth cannot be restored with a silver (amalgam) or tooth-colored (composite) filling.

### Benefits Maximum:

- Onlays are a benefit once every five years per tooth beginning from the date the indirect fabrication is cemented in place.
- If a filling was performed on the same tooth within the previous 12 months, the benefit for the onlay will be reduced by the amount of the benefit paid for the filling.

### See Also:

*Pretreatment Notification*, page 19.

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## Oral Evaluations

**Covered:** Preventive check-ups and problem-focused evaluations (i.e., dental examinations related to a particular injury or disease).

### Benefits Maximum:

- Twice per benefit year.

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## Oral Surgery (Routine)

**Covered:** Including, but not limited to, pre- and post-operative care and local anesthetic for routine oral surgical services such as:

- Biopsy of hard and soft tissue.
- Removal of teeth, including impacted teeth.

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## Periodontal Appliances

**Not Covered:** Including, but not limited to, bite guards to reduce bite (occlusal) trauma due to tooth grinding or jaw clenching.

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## Periodontal Procedures

### Covered:

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

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

**Periodontal Maintenance Therapy.** Including, but not limited to, a periodic oral examination, pocket depth measurement, dental cleaning (oral prophylaxis), removal of stain, and scaling and polishing.

### Benefits Maximum:

- Conservative periodontal procedures are a benefit only once every 24 months for each quadrant.
- Complex periodontal procedures are a benefit only once every three years for each quadrant of the mouth.
- Periodontal maintenance benefits are available up to four times per benefit year. Each regular dental cleaning

(prophylaxis) reduces the number of periodontal maintenance treatments that are covered.

- An additional periodontal maintenance treatment is available for members who are pregnant and for members with diabetes.

**See Also:**

*Pretreatment Notification*, page 19.

## Posts and Cores

**Covered:** Preparing a tooth for an indirect fabrication after a root canal when performed to restore tooth structure lost due to decay or fracture.

**Benefits Maximum:**

- Posts and cores are a benefit once every five years per tooth beginning from the date the indirect fabrication is cemented in place.

**See Also:**

*Pretreatment Notification*, page 19.

## Pulp Caps

**Covered:**

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

**Benefits Maximum:**

- Direct pulp caps are a benefit only once in a lifetime per tooth.

**Not Covered:**

**Indirect.** Treatment of pulp that is not exposed.

## Pulpotomy

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

**Not Covered:** When performed on a permanent tooth. In this case, pulpotomy is the first stage of root canal therapy and not covered as a separate procedure.

## Retrograde Fillings

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

## Root Canals

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

## Sealant Applications

**Covered:** Including, but not limited to, filling decay-prone areas of the chewing surface of molars.

**Benefits Maximum:**

- For eligible children under age 15.
- Once in a lifetime per permanent first and second molars.

**Not Covered:** Sealants for primary teeth, wisdom teeth, or teeth that have already been treated with a restoration.

## Space Maintainers

**Covered:** For missing back teeth.

**Benefits Maximum:** An eligible benefit only:

- Once in a lifetime.
- For eligible children under age 15.

## Veneers

**Not Covered:** A layer of tooth-colored material typically made of composite, porcelain, ceramic or acrylic resin that is attached to the tooth surface by direct fusion, cementation, or mechanical retention. Veneers may also refer to a restoration that is sealed to the facial surface of a tooth.

## X-rays

**Covered:**

**Bitewing X-rays.** X-rays that show the visible part of the teeth of both the

upper and lower jaws and are used to detect cavities and periodontal disease.

**Full-Mouth X-rays.** X-rays that are a series of periapical and bitewing x-rays showing the teeth and underlying structures of the entire mouth.

**Occlusal and Extraoral X-rays.** Occlusal x-rays show the underlying structures of the teeth and are used to detect cysts and pathologies. These x-rays are taken from inside the mouth. Extraoral show the jaw and are used for orthodontic analysis or to detect fractures, jaw disorders, or other abnormalities. These x-rays are taken from outside the mouth.

**Periapical X-rays.** X-rays that show the tooth and underlying structures for one or more teeth.

**Benefits Maximum:**

- Bitewing x-rays once every 12 months.
- Full mouth x-rays once every five years.

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

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

### Conditions of Coverage

#### Dentally Necessary and Appropriate

A key general condition in order for you to receive benefits for any dental service is that it must be dentally necessary and dentally appropriate. Even a service listed as otherwise covered in *Details - Covered and Not Covered* may be excluded if it is not dentally necessary and appropriate in the circumstances. Unless otherwise required by law, Wellmark determines whether a service is dentally necessary and appropriate, and that decision is final and conclusive. Even though a dentist may recommend a dental procedure or supply, it may not be dentally necessary and appropriate.

Dentally necessary means the service meets both of the following standards:

- The diagnosis is proper.
- The service is dentally appropriate for the symptoms, diagnosis, and direct treatment necessary to preserve or restore the form and function of the tooth or teeth and the health of the gums, bone, and other tissues supporting the teeth.

Dentally appropriate means the service meets all of the following standards:

- The treatment is consistent with and meets professionally recognized standards of dental care and complies with criteria adopted by Wellmark in terms of type, frequency, setting, timing, duration, and is considered effective for your symptoms and diagnosis.

- The treatment is not provided primarily for your convenience or the convenience of your dentist.

An alternative dental procedure or supply may meet the criteria of being dentally appropriate. We reserve the right to approve the least costly alternative. If you receive alternative services other than the least costly, you are responsible for paying the difference.

#### Member Eligibility

Another general condition of coverage is that the person who receives services must meet requirements for member eligibility. See *Coverage Eligibility and Effective Date*, page 23.

### General Exclusions

Even if a service, supply, or device is listed as otherwise covered in *Details - Covered and Not Covered*, it is not eligible for benefits if any of the following general exclusions apply.

#### Nondental Services

You are not covered for services including, but not limited to: telephone consultations, charges for failure to keep scheduled appointments, charges for completion of any form, or charges for dental information. You are also not covered for services delivered to you by a provider via interactive audio only, audio-visual technology, or web-based mobile device or similar electronic-based communication network.

#### Covered by Other Programs or Laws

You are not covered for a service, supply, or device if:

- Someone else has the legal obligation to pay for services or without this group health plan, you would not be charged.

- You require services or supplies for an illness or injury sustained while on active military status.

## **Benefit Limitations**

Benefit limitations refer to amounts for which you are responsible under this group health plan. In addition to the exclusions and conditions described earlier, the following are examples of benefit limitations under this group health plan:

- A service or supply that is not covered under this group health plan is your responsibility.
- If a covered service or supply reaches a benefit maximum, it is no longer eligible for benefits. (A maximum may renew at the next benefit year.) See *Details – Covered and Not Covered*, page 9.
- The type of provider you choose can affect your benefits and what you pay. See *Choosing a Provider*, page 17, and *Factors Affecting What You Pay*, page 21. Examples of charges that depend on the type of provider include but are not limited to:
  - Any difference between the provider's amount charged and our amount paid is your responsibility if you receive services from a nonparticipating dentist.

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## 5. Choosing a Provider

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### Choosing a Dentist

Your dental benefits are called Blue Dental. Dentists who participate with the network utilized by these dental benefits and dentists outside the Blue Dental service area who participate with entities with whom Wellmark is affiliated are called participating dentists.

Dentists who do not participate with entities with whom Wellmark is affiliated are called nonparticipating dentists.

To determine if a dentist participates with your dental benefits, ask your dentist, refer to our online *Blue Dental Provider Directory* at *Wellmark.com* or call the Customer Service number on your ID card.

Blue Dental allows you to receive covered services from almost any dentist you choose. However, you will usually pay less for services received from participating dentists. We recommend you:

- Go to a participating dentist whenever possible.
- Always present your ID card when receiving services.

### Advantages of Visiting Participating Dentists

- You will usually pay less for services. A nonparticipating dentist's charge for a service may be more than the amount we will cover. You are responsible for this difference.
- Claims are filed for you. If you visit a nonparticipating dentist, you are responsible for filing the claim.
- Participating dentists handle pretreatment notification for you.



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# 6. Pretreatment Notification

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## Pretreatment Notification of Dental Services

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<b>Purpose</b>	Pretreatment notification helps us determine whether certain planned dental procedures are covered benefits. A pretreatment plan describes your dentist’s recommended procedure and its estimated cost. Pretreatment notification is recommended.
<b>Applies to</b>	Bridges and Dentures Gum and Bone Diseases High Cost Restorations
<b>Person Responsible</b>	Participating dentists submit a treatment plan for you. You need to submit a treatment plan for yourself only if your dentist is nonparticipating.
<b>Process</b>	<p>Wellmark will review the treatment plan; however, the lack of a pretreatment estimate will not affect your benefits. If a service is dentally necessary and appropriate and is a benefit of your Blue Dental benefits, it will be covered according to the terms and limitations described in this coverage manual.</p> <p>A complete pretreatment estimate includes the plan of treatment, x-rays, diagnostic charts, and other documentation when applicable. Send the pretreatment plan with x-rays and supporting information to:</p> <p style="padding-left: 40px;">Wellmark Blue Cross and Blue Shield of Iowa P.O. Box 9354 Des Moines, IA 50306-9354</p> <p>Once we receive the treatment plan, we will inform you and your dentist within 15 working days whether the services are covered. We will either accept the pretreatment plan as submitted or deny it because procedures are not a benefit.</p>

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## 7. Factors Affecting What You Pay

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

### Benefit Year

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

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

The benefit year is important for calculating:

- Deductible.
- Benefit maximum.

### Participating vs. Nonparticipating Dentists

Wellmark sends claim payments directly to participating dentists. Wellmark does not send payments directly to nonparticipating dentists. If you receive services from a nonparticipating dentist, Wellmark will send payment to you, and you are responsible for ensuring that the dentist is paid in full. We do not have contracts with nonparticipating dentists, and they do not agree to accept our payment arrangements. If you visit a nonparticipating dentist, you will be responsible for any difference between the nonparticipating dentist's

amount charged and the maximum allowable fee.

### Amount Charged and Maximum Allowable Fee

#### Amount Charged

The amount charged is the amount a dentist charges for a service or supply, regardless of whether it is covered under your dental benefits.

#### Maximum Allowable Fee

The maximum allowable fee is the amount we establish, using various methodologies, for covered services and supplies. Our amount paid may be based on the lesser of the amount charged for a covered service or supply or the maximum allowable fee.

Information regarding the calculation and determination of the maximum allowable fee is available to you. Upon receiving your request for such information, Wellmark Blue Cross and Blue Shield of Iowa or your employer or group sponsor will provide the following:

- The frequency of the determination of the maximum allowable fee.
- A general description of the methodology used to determine the maximum allowable fee, including geographic locations.
- The percentile that determines the maximum benefit that we will pay for any dental procedure, if the maximum allowable fee is determined by taking a sample of fees submitted on actual claims from licensed dentists and then determining the benefit by selecting a percentile of those fees.

The maximum allowable fee may be less than the amount charged for the service or supply. You are responsible for this

difference if you receive covered services from a nonparticipating dentist.

## **Payment Arrangements**

Wellmark has contracting relationships with participating dentists. To make services available on a similar basis outside Iowa, we have arrangements with entities affiliated with Wellmark who have their own dental networks. These contracts with dentists include payment arrangements that are made possible by our broad base of customers. We use different methods to determine payment arrangements. These payment arrangements usually result in savings.

In addition, these payment arrangements can affect how your coinsurance is calculated.

## 8. Coverage Eligibility and Effective Date

### Eligible Members

You are eligible for coverage if you meet your employer's or group sponsor's eligibility requirements. Your spouse may also be eligible for coverage if spouses are covered under this plan.

If a child is eligible for coverage under the employer's or group sponsor's eligibility requirements, the child must next have one of the following relationships to the plan member or an enrolled spouse:

- A natural child.
- Legally adopted or placed for adoption (that is, you assume a legal obligation to provide full or partial support and intend to adopt the child).
- A child for whom you have legal guardianship.
- A stepchild.
- A foster child.
- A natural child a court orders to be covered.

A child who has been placed in your home for the purpose of adoption or whom you have adopted is eligible for coverage on the date of placement for adoption or the date of actual adoption, whichever occurs first.

In addition, a child must be one of the following:

- Under age 26.
- An unmarried full-time student enrolled in an accredited educational institution. Full-time student status continues during:
  - Regularly-scheduled school vacations; and
  - Medically necessary leaves of absence until the earlier of one year from the first day of leave or the date coverage would otherwise end.
- An unmarried child who is deemed disabled. The disability must have

existed before the child turned age 26 or while the child was a full-time student.

Wellmark considers a dependent disabled when he or she meets the following criteria:

- Claimed as a dependent on the employee's, plan member's, subscriber's, policyholder's, or retiree's tax return; and
- Enrolled in and receiving Medicare benefits due to disability; or
- Enrolled in and receiving Social Security benefits due to disability.

Documentation will be required.

### Enrollment Requirements

Each eligible employee who began work before the effective date of this coverage is eligible to enroll for this coverage on the effective date. New, eligible employees may enroll for coverage on the first day following 30 calendar days following the date of employment (subject to any new employment probationary period your group may have). The application must be received by us no later than 31 days following eligibility.

**Please note:** In addition to the preceding requirements, eligibility is affected by coverage enrollment events and coverage termination events. See *Coverage Change Events*, page 27.

### Eligibility Requirements

The following are eligibility requirements for participating in this health benefits plan.

**Full-time Employees.** An employee is eligible for medical and prescription drug coverage if he/she is a regular full-time employee as defined by his or her respective contract or employee statement of policy as defined by the City of Cedar Falls.

**Part-time Employees.** The part-time City Attorney is eligible to apply for coverage.

**Retirees.** You are eligible to continue participating under this health benefits plan if you are covered under this plan on the date that your employment ends with this employer or group sponsor, and any one of the following also applies on that date:

- You have been determined to be eligible to receive a pension benefit from the Iowa Public Employee Retirement System (IPERS) as a result of your own disability or age and service status;
- You have been determined to be eligible for Social Security Disability benefits as a result of your own disability; and
- You have been determined to be eligible for Iowa Code Chapter 411 retirement benefits as a result of your own disability or age and service status.

#### **Retiree Enrollment And Effective**

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

**Self-Payment Provisions.** The first payment (which will include payment for all months since coverage terminated) must be received by the City within forty-five (45) days of the date the retiree elected to continue coverage under the self-payment provisions for retirees. Each subsequent payment is due by the first day of the month for which coverage is intended, and shall be considered timely if received within thirty (30) days of the due date. If payment is not received in a timely manner coverage will terminate retroactive to the last day of the month for which coverage was paid.

#### **When Coverage Begins**

Coverage begins on the member's effective date. If you have just started a new job, or if a coverage enrollment event allows you to

add a new member, ask your employer or group sponsor about your effective date. Services received before the effective date of coverage are not eligible for benefits.

#### **Late Enrollees**

A late enrollee is a member who declines coverage when initially eligible to enroll and then later wishes to enroll for coverage. However, a member is not a late enrollee if a qualifying enrollment event allows enrollment as a special enrollee, even if the enrollment event coincides with a late enrollment opportunity. See *Coverage Change Events*, page 27.

A late enrollee may enroll for coverage only at open enrollment.

#### **Leave of Absence**

Active employees may be entitled to a leave of absence in accordance with the following provisions:

##### **Leave of Absence (Paid and Unpaid)**

During any period for which an active employee is granted by the City an approved paid leave of absence, such active employee will continue to be an active employee under the terms of the plan for the leave of absence period approved by the City. The employee portion of the contribution will be required from the active employee to continue coverage. During any period for which an active employee is granted by the City an approved unpaid leave of absence, such active employee will continue to be an active employee under the terms of the plan for the leave of absence period approved by the City. The entire contribution will be required from the active employee to continue coverage. Coverage will terminate under this provision upon expiration of approved leave of absence, or when contributions are not remitted in a timely manner. Upon termination of coverage under this provision, former active employees may then elect to continue coverage as specified under the *COBRA Continuation* section.

### **Temporary Layoff**

During any period for which an active employee incurs a temporary layoff and on a basis precluding individual selection, the entire contribution will be required from the individual to continue coverage during the layoff period. Coverage will terminate under this provision when layoff is no longer considered temporary, or when the required contributions are not remitted in a timely manner. Upon termination of coverage under this provision, former active employees may then elect to continue coverage as specified under the COBRA Continuation section.

### **Changes to Information Related to You or to Your Benefits**

Wellmark may, from time to time, permit changes to information relating to you or to your benefits. In such situations, Wellmark shall not be required to reprocess claims as a result of any such changes.

### **Qualified Medical Child Support Order**

If you have a dependent child and you or your spouse's employer or group sponsor receives a Medical Child Support Order recognizing the child's right to enroll in this group health plan or in your spouse's benefits plan, the employer or group sponsor will promptly notify you or your spouse and the dependent that the order has been received. The employer or group sponsor also will inform you or your spouse and the dependent of its procedures for determining whether the order is a Qualified Medical Child Support Order (QMCSO). Participants and beneficiaries can obtain, without charge, a copy of such procedures from the plan administrator.

A QMCSO specifies information such as:

- Your name and last known mailing address.
- The name and mailing address of the dependent specified in the court order.

- A reasonable description of the type of coverage to be provided to the dependent or the manner in which the type of coverage will be determined.
- The period to which the order applies.

A Qualified Medical Child Support Order cannot require that a benefits plan provide any type or form of benefit or option not otherwise provided under the plan, except as necessary to meet requirements of Iowa Code Chapter 252E (2001) or Social Security Act Section 1908 with respect to group health plans.

The order and the notice given by the employer or group sponsor will provide additional information, including actions that you and the appropriate insurer must take to determine the dependent's eligibility and procedures for enrollment in the benefits plan, which must be done within specified time limits.

If eligible, the dependent will have the same coverage as you or your spouse and will be allowed to enroll immediately. You or your spouse's employer or group sponsor will withhold any applicable share of the dependent's health care premiums from your compensation and forward this amount to us.

If you are subject to a waiting period that expires more than 90 days after the insurer receives the QMCSO, your employer or group sponsor must notify us when you become eligible for enrollment. Enrollment of the dependent will commence after you have satisfied the waiting period.

The dependent may designate another person, such as a custodial parent or legal guardian, to receive copies of explanations of benefits, checks, and other materials.

Your employer or group sponsor may not revoke enrollment or eliminate coverage for a dependent unless the employer or group

sponsor receives satisfactory written evidence that:

- The court or administrative order requiring coverage in a group health plan is no longer in effect;
- The dependent's eligibility for or enrollment in a comparable benefits plan that takes effect on or before the date the dependent's enrollment in this group health plan terminates; or
- The employer eliminates dependent health coverage for all employees.

The employer or group sponsor is not required to maintain the dependent's coverage if:

- You or your spouse no longer pay premiums because the employer or group sponsor no longer owes compensation; or

You or your spouse have terminated employment with the employer and have not elected to continue coverage.

## 9. Coverage Changes and Termination

### Open Enrollment Period

City of Cedar Falls will offer an annual enrollment period during which an employee may elect to participate in the plan. Any otherwise eligible employee who has previously waived coverage may elect to participate in the plan provided he or she applies during this enrollment period. Retirees currently participating in the plan may elect to change their coverage option during this enrollment period. Retirees who have waived coverage since becoming a retiree may not elect to participate in the plan. The enrollment period will be held annually during the month of **June** with a **July 1<sup>st</sup>** effective date. Enrollment in the medical plan must be retained for one (1) year or at least until the next open enrollment period, unless there is a special enrollment situation or a qualified change in status as described herein, except coverage for dependents can be dropped at any time pursuant to a request from the active employee or retiree.

Certain events may require or allow you to add or remove persons who are covered by this group health plan.

### Coverage Change Events

**Coverage Enrollment Events:** The following events allow you or your eligible child to enroll for coverage. The following events may also allow your spouse or domestic partner to enroll for coverage if spouses or domestic partners are eligible for coverage under this plan.

- Birth, adoption, or placement for adoption by an approved agency.
- Marriage.
- Exhaustion of COBRA coverage.
- You or your eligible spouse or your dependent loses eligibility for qualifying dental coverage or his or her employer

or group sponsor ceases contribution to qualifying dental coverage.

- Spouse (if eligible for coverage) loses coverage through his or her employer.
- You lose eligibility for coverage under Medicaid or the Children's Health Insurance Program (CHIP) (the *hawk-i* plan in Iowa).
- You become eligible for premium assistance under Medicaid or CHIP.

The following events allow you to add only the new dependent resulting from the event:

- Dependent child resumes status as a full-time student.
- Addition of a natural child by court order. See *Qualified Medical Child Support Order*, page 25.
- Appointment as a child's legal guardian.
- Placement of a foster child in your home by an approved agency.

**Coverage Removal Events:** The following events require you to remove the affected family member from your coverage:

- Death.
- Divorce or annulment (if spouses are eligible for coverage under this plan). Legal separation, also, may result in removal from coverage. If you become legally separated, notify your employer or group sponsor.

In case of the following coverage removal events, the affected child's coverage may be continued until the end of the month on or after the date of the event:

- Completion of full-time schooling if the child is age 26 or older.
- Child who is not a full-time student or deemed disabled reaches age 26.
- Marriage of a child age 26 or older.

### Reinstatement of Child

**Reinstatement Events.** A child up to age 26 who was removed from coverage may be



reinstated on his or her parent's existing coverage under any of the following conditions:

- Involuntary loss of creditable coverage (including, but not limited to, group or *hawk-i* coverage).
- Loss of creditable coverage due to:
  - Termination of employment or eligibility.
  - Death of spouse.
  - Divorce.
- Court ordered coverage for spouse or minor children under the parent's health insurance.
- Exhaustion of COBRA or Iowa continuation coverage.
- The plan member is employed by an employer that offers multiple health plans and elects a different plan during an open enrollment period.
- A change in status in which the employee becomes eligible to enroll in this group health plan and requests enrollment. See *Coverage Enrollment Events* earlier in this section.

**Reinstatement Requirements.** A request for reinstated coverage for a child up to age 26 must be made within 31 days of the reinstatement event. In addition, the following requirements must be met:

- The child must have been covered under the parent's current coverage at the time the child left that coverage to enroll in other creditable coverage.
- The parent's coverage must be currently in effect and continuously in effect during the time the child was enrolled in other creditable coverage.

### Requirement to Notify Group Sponsor

You must notify your employer or group sponsor of an event that changes the coverage status of members. Notify your

employer or group sponsor within 60 days in case of the following events:

- A birth, adoption, or placement for adoption.
- Divorce, legal separation, or annulment.
- Your dependent child loses eligibility for coverage.
- You lose eligibility for coverage under Medicaid or the Children's Health Insurance Program (CHIP) (the *hawk-i* plan in Iowa).
- You become eligible for premium assistance under Medicaid or CHIP.

For all other events, you must notify your employer or group sponsor within 60 days of the event.

If you do not provide timely notification of an event that requires you to remove an affected family member, your coverage may be terminated.

If you do not provide timely notification of a coverage enrollment event, the affected person may not enroll until an annual group enrollment period.

### Coverage Termination

The following events terminate your coverage eligibility.

- You become unemployed when your eligibility is based on employment.
- You become ineligible under your employer's or group sponsor's eligibility requirements for reasons other than unemployment.
- Your employer or group sponsor discontinues or replaces this group health plan.
- We decide to terminate or discontinue offering this plan by giving written notice to your employer or group sponsor.

Also see *Fraud or Intentional Misrepresentation of Material Facts*, and *Nonpayment* later in this section.

When you become unemployed and your eligibility is based on employment, your coverage will end at the end of the month

your employment ends. When your coverage terminates for all other reasons, check with your employer or group sponsor or call the Customer Service number on your ID card to verify the coverage termination date.

### **Fraud or Intentional Misrepresentation of Material Facts**

Your coverage will terminate immediately if:

- You use this group health plan fraudulently or intentionally misrepresent a material fact in your application; or
- Your employer or group sponsor commits fraud or intentionally misrepresents a material fact under the terms of this group health plan.

If your coverage is terminated for fraud or intentional misrepresentation of a material fact, then:

- We may declare this group health plan void retroactively from the effective date of coverage following a 30-day written notice. In this case, we will recover any claim payments made, minus any premiums paid.
- Premiums may be retroactively adjusted as if the fraud or intentionally misrepresented material fact had been accurately disclosed in your application.
- We will retain legal rights, including the right to bring a civil action.

### **Nonpayment**

If you or your employer or group sponsor fail to make required payments to us when due or within the allowed grace period, your coverage will terminate the last day of the month in which the required payments are due.

### **Retiree Termination of Coverage**

Coverage will end on the earliest of the following dates:

- the expiration of the period for which the last monthly payment was made timely for coverage under the plan;

- the last day of the month in which the retiree is no longer receiving or entitled to be receiving, based upon the retiree's own disability or age and service status, a pension benefit from the Iowa Public Employee Retirement System (IPERS), Social Security Disability benefit, or a pension benefit pursuant to Chapter 411 of the Iowa Code;
- the date of death;
- the date this plan is terminated with respect to the City, and there is no successor plan.

Unless otherwise specified under this plan, when coverage terminates, benefits will not be provided for any medical and prescription drug services after the termination date even though these services are furnished as a result of an injury or illness that occurred prior to termination of coverage.

### **Coverage Continuation**

When your coverage ends, you may be eligible to continue coverage under this group health plan or to convert to another Wellmark health benefits plan pursuant to certain state and federal laws.

#### **COBRA Continuation**

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) applies to most non-governmental employers with 20 or more employees. Generally, COBRA entitles you and eligible dependents to continue coverage if it is lost due to a qualifying event, such as employment termination, divorce, or loss of dependent status. You and your eligible dependents will be required to pay for continuation coverage. Other federal or state laws similar to COBRA may apply if COBRA does not. Your employer or group sponsor is required to provide you with additional information on continuation coverage if a qualifying event occurs.



# 10. Claims

Once you receive dental services we must receive a claim to determine the amount of your benefits. The claim lets us know the services you received, when you received them, and from which provider.

## When to File a Claim

You need to file a claim if you:

- Use a provider who does not file claims for you. Participating dentists file claims for you.

Wellmark must receive claims within 180 days following the date of service of the claim or if you have other coverage that has primary responsibility for payment then within 180 days of the date of the other carrier's explanation of benefits.

For services received under your Blue Dental benefits, we send claim payments after a procedure is completed. Do not file a claim until after your treatment plan is completely finished.

## How to File a Claim

All claims must be submitted in writing.

### 1. Get a Claim Form

Forms are available at *Wellmark.com* or by calling the Customer Service number on your ID card or from your personnel department.

### 2. Fill Out the Claim Form

Follow the same claim filing procedure regardless of where you received services. Directions are printed on the back of the claim form. Complete all sections of the claim form. For more efficient processing, all claims (including those completed out-of-country) should be written in English.

If you need assistance completing the claim form, call the Customer Service number on your ID card.

**Dental Claim Form.** Follow these steps to complete a dental claim form:

- Use a separate claim form for each covered family member and each provider.
- Attach a copy of an itemized statement prepared by your provider. We cannot accept statements you prepare, cash register receipts, receipt of payment notices, or balance due notices. In order for a claim request to qualify for processing, the itemized statement must be on the provider's stationery, and include at least the following:
  - Identification of provider: full name, address, tax or license ID numbers, and provider numbers.
  - Patient information: first and last name, date of birth, gender, relationship to plan member, and daytime phone number.
  - Date(s) of service.
  - Charge for each service.
  - Place of service (office, hospital, etc.).
  - For injury or illness: date and diagnosis.
  - Description of each dental service (eg., tooth number, letter, range, surface, and ADA procedure codes).

### 3. Sign the Claim Form

In addition to your signature, your dentist's signature is also required for dental claims.

### 4. Submit the Claim

We recommend you retain a copy for your records. The original form you send or any attachments sent with the form cannot be returned to you. Send the claim to:

Wellmark Blue Cross and Blue Shield of  
Iowa  
P.O. Box 9354  
Des Moines, IA 50306-9354

We may require additional information from you or your provider before a claim can be considered complete and ready for processing.

## **Notification of Decision**

You will receive an Explanation of Benefits (EOB) following your claim. The EOB is a statement outlining how we applied benefits to a submitted claim. It details amounts that providers charged, network savings, our paid amounts, and amounts for which you are responsible.

In case of an adverse decision, the notice will be sent within 30 days of receipt of the claim. We may extend this time by up to 15 days if the claim determination is delayed for reasons beyond our control. If we do not send an explanation of benefits statement or a notice of extension within the 30-day period, you have the right to begin an appeal. We will notify you of the circumstances requiring an extension and the date by which we expect to render a decision.

If an extension is necessary because we require additional information from you, the notice will describe the specific information needed. You have 45 days from receipt of the notice to provide the information. Without complete information, your claim will be denied.

If you have other insurance coverage, our processing of your claim may utilize coordination of benefits guidelines. See *Coordination of Benefits*, page 33.

# 11. Coordination of Benefits

Coordination of benefits applies when you have more than one insurance policy or group health plan that provides the same or similar benefits as this plan. Benefits payable under this plan, when combined with those paid under your other coverage, will not be more than 100 percent of either our payment arrangement amount or the other plan's payment arrangement amount.

The method we use to calculate the payment arrangement amount may be different from your other plan's method.

## Other Coverage

When you receive services, you must inform us that you have other coverage, and inform your health care provider about your other coverage. Other coverage includes any of the following:

- Group and nongroup insurance contracts and subscriber contracts.
- HMO contracts.
- Uninsured arrangements of group or group-type coverage.
- Group and nongroup coverage through closed panel plans.
- Group-type contracts.
- The medical care components of long-term contracts, such as skilled nursing care.
- Medicare or other governmental benefits (not including Medicaid).
- The medical benefits coverage of your auto insurance (whether issued on a fault or no-fault basis).

Coverage that is not subject to coordination of benefits includes the following:

- Hospital indemnity coverage or other fixed indemnity coverage.
- Accident-only coverage.
- Specified disease or specified accident coverage.
- Limited benefit health coverage, as defined by Iowa law.

- School accident-type coverage.
- Benefits for nonmedical components of long-term care policies.
- Medicare supplement policies.
- Medicaid policies.
- Coverage under other governmental plans, unless permitted by law.

You must cooperate with Wellmark and provide requested information about other coverage. Failure to provide information can result in a denied claim. We may get the facts we need from or give them to other organizations or persons for the purpose of applying the following rules and determining the benefits payable under this plan and other plans covering you. We need not tell, or get the consent of, any person to do this.

Your participating dentist will forward your coverage information to us. If you have a nonparticipating dentist, you are responsible for informing us about your other coverage.

## Claim Filing

If you know that your other coverage has primary responsibility for payment, after you receive services, a claim should be submitted to your other insurance carrier first. If that claim is processed with an unpaid balance for benefits eligible under this group health plan, you or your provider should submit a claim to us and attach the other carrier's explanation of benefit payment within 180 days of the date of the other carrier's explanation of benefits. We may contact your provider or the other carrier for further information.

## Rules of Coordination

We follow certain rules to determine which health plan or coverage pays first (as the primary plan) when other coverage provides the same or similar benefits as this group health plan. Here are some of those rules:

- The primary plan pays or provides benefits according to its terms of coverage and without regard to the benefits under any other plan. Except as provided below, a plan that does not contain a coordination of benefits provision that is consistent with applicable regulations is always primary unless the provisions of both plans state that the complying plan is primary.
- Coverage that is obtained by membership in a group and is designed to supplement a part of a basic package of benefits is excess to any other parts of the plan provided by the contract holder. (Examples of such supplementary coverage are major medical coverage that is superimposed over base plan hospital and surgical benefits and insurance-type coverage written in connection with a closed panel plan to provide Out-of-Network benefits.)

The following rules are to be applied in order. The first rule that applies to your situation is used to determine the primary plan.

- The coverage that you have as an employee, plan member, subscriber, policyholder, or retiree pays before coverage that you have as a spouse or dependent. However, if the person is a Medicare beneficiary and, as a result of federal law, Medicare is secondary to the plan covering the person as a dependent and primary to the plan covering the person as other than a dependent (e.g., a retired employee), then the order of benefits between the two plans is reversed, so that the plan covering the person as the employee, plan member, subscriber, policyholder or retiree is the secondary plan and the other plan is the primary plan.
- The coverage that you have as the result of active employment (not laid off or retired) pays before coverage that you have as a laid-off or retired employee. The same would be true if a person is a

dependent of an active employee and that same person is a dependent of a retired or laid-off employee. If the other plan does not have this rule and, as a result, the plans do not agree on the order of benefits, this rule is ignored.

- If a person whose coverage is provided pursuant to COBRA or under a right of continuation provided by state or other federal law is covered under another plan, the plan covering the person as an employee, plan member, subscriber, policyholder or retiree or covering the person as a dependent of an employee, member, subscriber or retiree is the primary plan and the COBRA or state or other federal continuation coverage is the secondary plan. If the other plan does not have this rule and, as a result, the plans do not agree on the order of benefits, this rule is ignored.
- The coverage with the earliest continuous effective date pays first if none of the rules above apply.
- Benefits for dental services under your medical benefits plan are payable before benefits under your Blue Dental benefits plan.
- If the preceding rules do not determine the order of benefits, the benefits payable will be shared equally between the plans. In addition, this plan will not pay more than it would have paid had it been the primary plan.

### **Dependent Children**

To coordinate benefits for a dependent child, the following rules apply (unless there is a court decree stating otherwise):

- If the child is covered by both parents who are married (and not separated) or who are living together, whether or not they have been married, then the coverage of the parent whose birthday occurs first in a calendar year pays first. If both parents have the same birthday, the plan that has covered the parent the longest is the primary plan.

- For a child covered by separated or divorced parents or parents who are not living together, whether or not they have been married:
  - If a court decree states that one of the parents is responsible for the child’s health care expenses or coverage and the plan of that parent has actual knowledge of those terms, then that parent’s coverage pays first. If the parent with responsibility has no health care coverage for the dependent child’s health care expenses, but that parent’s spouse does, that parent’s spouse’s coverage pays first. This item does not apply with respect to any plan year during which benefits are paid or provided before the entity has actual knowledge of the court decree provision.
  - If a court decree states that both parents are responsible for the child’s health care expense or health care coverage or if a court decree states that the parents have joint custody without specifying that one parent has responsibility for the health care expenses or coverage of the dependent child, then the coverage of the parent whose birthday occurs first in a calendar year pays first. If both parents have the same birthday, the plan that has covered the parent the longest is the primary plan.
  - If a court decree does not specify which parent has financial or insurance responsibility, then the coverage of the parent with custody pays first. The payment order for the child is as follows: custodial parent, spouse of custodial parent, other parent, spouse of other parent. A custodial parent is the parent awarded custody by a court decree or, in the absence of a court decree, is the parent with whom the child resides more than one-half of the

calendar year excluding any temporary visitation.

If none of these rules apply to your situation, we will follow the Iowa Insurance Division’s Coordination of Benefits guidelines to determine this group health plan payment.

**Effects on the Benefits of this Plan**

In determining the amount to be paid for any claim, the secondary plan will calculate the benefits it would have paid in the absence of other coverage and apply the calculated amount to any allowable expense under its plan that is unpaid by the primary plan. The secondary plan may then reduce its payment by the amount so that, when combined with the amount paid by the primary plan, total benefits paid or provided by all plans for the claim do not exceed the total allowable expense for that claim. In addition, the secondary plan will credit to its applicable deductible any amounts it would have credited to its deductible in the absence of other coverage.

**Right of Recovery**

If the amount of payments made by us is more than we should have paid under these coordination of benefits provisions, we may recover the excess from any of the persons to or for whom we paid, or from any other person or organization that may be responsible for the benefits or services provided for the covered person. The amount of payments made includes the reasonable cash value of any benefits provided in the form of services.





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# 12. Appeals

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## Right of Appeal

You have the right to one full and fair review in the case of an adverse benefit determination that denies, reduces, or terminates benefits, or fails to provide payment in whole or in part. Adverse benefit determinations include a denied or reduced claim.

## How to Request an Internal Appeal

You or your authorized representative, if you have designated one, may appeal an adverse benefit determination within 180 days from the date you are notified of our adverse benefit determination by submitting a written appeal. Appeal forms are available at our website, *Wellmark.com*. See *Authorized Representative*, page 39.

You must make your request for a review in writing.

You must submit all relevant information with your appeal, including the reason for your appeal. This includes written comments, documents, or other information in support of your appeal. You must also submit:

- Date of your request.
- Your name (please type or print), address, and if applicable, the name and address of your authorized representative.
- Member identification number.
- Claim number from your Explanation of Benefits, if applicable.
- Date of service in question.

If you have difficulty obtaining this information, ask your dentist to assist you.

## Where to Send Internal Appeal

Wellmark Blue Cross and Blue Shield of Iowa  
Customer Service  
P.O. Box 9354  
Des Moines, IA 50306-9354

## Review of Internal Appeal

Your request for an internal appeal will be reviewed only once. The review will take into account all information regarding the adverse benefit determination whether or not the information was presented or available at the initial determination. Upon request, and free of charge, you will be provided reasonable access to and copies of all relevant records used in making the initial determination.

The review will not be conducted by the original decision makers or any of their subordinates. The review will be conducted without regard to the original decision. If a decision requires medical judgment, we will consult an appropriate medical expert who was not previously involved in the original decision and who has no conflict of interest in making the decision. If we deny your appeal, in whole or in part, you may request, in writing, the identity of the medical expert we consulted.

## Decision on Internal Appeal

The decision on appeal is the final internal determination. Once a decision on internal appeal is reached, your right to internal appeal is exhausted.

Appeals will be decided within 60 days and you will be notified in writing of our decision.

## **Legal Action**

You shall not start legal action against us until you have exhausted the appeal procedure described in this section.

# 13. General Provisions

## Contract

The conditions of your coverage are defined in your contract. Your contract includes:

- Any application you submitted to us or to your employer or group sponsor.
- Any agreement or group policy we have with your employer or group sponsor.
- Any application completed by your employer or group sponsor.
- This coverage manual and any riders or amendments.

All of the statements made by you or your employer or group sponsor in any of these materials will be treated by us as representations, not warranties.

## Interpreting this Coverage Manual

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

There are certain rules you must follow in order for us to properly administer your benefits. Different rules appear in different sections of your coverage manual. You should become familiar with the entire document.

## Authority to Terminate, Amend, or Modify

Your employer or group sponsor has the authority to terminate, amend, or modify the coverage described in this coverage manual at any time. Any amendment or

modification will be in writing and will be as binding as this coverage manual. If your contract is terminated, you may not receive benefits.

## Authorized Group Benefits Plan Changes

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

- Written amendment signed by an authorized officer and accepted by you or your employer or group sponsor as shown by payment of the premium.
- Our receipt of proper notification that an event has changed your spouse or dependent's eligibility for coverage. See *Coverage Changes and Termination*, page 27.

## Authorized Representative

You may authorize another person to represent you and with whom you want us to communicate regarding specific claims or an appeal. This authorization must be in writing, signed by you, and include all the information required in our Authorized Representative Form. This form is available at *Wellmark.com* or by calling the Customer Service number on your ID card.

An assignment of benefits, release of information, or other similar form that you may sign at the request of your health care provider does not make your provider an authorized representative. You may authorize only one person as your representative at a time. You may revoke the authorized representative at any time.

## Release of Information

By enrolling in this group health plan, you have agreed to release any necessary

information requested about you so we can process claims for benefits.

You must allow any provider, facility, or their employee to give us information about a treatment or condition. If we do not receive the information requested, or if you withhold information, your benefits may be denied. If you fraudulently use your coverage or misrepresent or conceal material facts when providing information, then we may terminate your coverage under this group health plan.

## Privacy of Information

We are committed to protecting the privacy of your health information. We will request, use, or disclose your health information only as permitted or required by law.

Wellmark has issued a *Privacy Practices Notice*. This notice is available upon request or at *Wellmark.com*.

We will use or disclose your health information for treatment, payment, and health care operations according to the standards and specifications of the federal privacy regulations.

## Treatment

We may disclose your health information to a physician or other health care provider in order for such health care provider to provide treatment to you.

## Payment

We may use and disclose your health information to pay for covered services from physicians, hospitals, and other providers, to determine your eligibility for benefits, to coordinate benefits, to determine medical necessity, to obtain premiums, to issue explanations of benefits to the person enrolled in the group health plan in which you participate, and the like. We may disclose your health information to a health care provider or entity subject to the federal privacy rules so they can obtain payment or engage in these payment activities.

## Health Care Operations

We may use and disclose your health information in connection with health care operations. Health care operations include, but are not limited to, rating our risk and determining premiums for your group health plan; quality assessment and improvement activities; reviewing the competence or qualifications of health care practitioners, evaluating provider performance, conducting training programs, accreditation, certification, licensing, or credentialing activities; medical review, legal services, and auditing, including fraud and abuse detection and compliance; business planning and development; and business management and general administrative activities.

## Other Disclosures

We will obtain your explicit authorization for any use or disclosure of your health information that is not permitted or required by law. For example, we may release claim payment information to a friend or family member to act on your behalf during a hospitalization if you submit an authorization to release information to that person. If you give us an authorization, you may revoke it in writing at any time. Your revocation will not affect any use or disclosures permitted by your authorization while it was in effect.

## Member Health Support Services

Wellmark may from time to time make available to you certain health support services (such as disease management), for a fee or for no fee. Wellmark may offer financial and other incentives to you to use such services. As a part of the provision of these services, Wellmark may:

- Use your personal health information (including, but not limited to, substance abuse, mental health, and HIV/AIDS information); and
- Disclose such information to your health care providers and Wellmark's health

support service vendors, for purposes of providing such services to you.

Wellmark will use and disclose information according to the terms of our Privacy Practices Notice, which is available upon request or at *Wellmark.com*.

## **Value Added or Innovative Benefits**

Wellmark may, from time to time, make available to you certain value added or innovative benefits for a fee or for no fee. Examples include Blue365<sup>®</sup>, identity theft protections, and discounts on alternative/preventive therapies, fitness, exercise and diet assistance, and elective procedures as well as resources to help you make more informed health decisions. Wellmark may also provide rewards or incentives under this plan if you participate in certain voluntary wellness activities or programs that encourage healthy behaviors. Your employer is responsible for any income and employment tax withholding, depositing and reporting obligations that may apply to the value of such rewards and incentives.

## **Nonassignment**

Benefits for covered services under this group health plan are for your personal benefit and cannot be transferred or assigned to anyone else without our consent. You are prohibited from assigning any claim or cause of action arising out of or relating to this group health plan. Any attempt to assign this group health plan or rights to payment will be void.

## **Governing Law**

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

## **Legal Action**

You shall not start any legal action against us unless you have exhausted the applicable appeal process described in the *Appeals* section.

You shall not bring any legal or equitable action against us because of a claim under this group health plan, or because of the alleged breach of this plan, more than two years after the end of the calendar year in which the services or supplies were provided.

## **Medicaid Enrollment and Payments to Medicaid**

### **Assignment of Rights**

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

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

Your receipt or eligibility for benefits under Medicaid will not affect your enrollment as a participant or beneficiary of this group health plan, nor will it affect our determination of benefits.

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

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

### **Medicaid Reimbursement**

When a provider submits a claim to a state Medicaid program for a covered service and Wellmark reimburses the state Medicaid program for the service, Wellmark's total payment for the service will be limited to the amount paid to the state Medicaid program. No additional payments will be made to the provider or to you.

## **Payment in Error**

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

## **Premium**

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

If you misrepresent any information to Wellmark relating to this coverage, Wellmark may, in addition to exercising any other available remedies, retroactively adjust the monthly premiums for this coverage as if the information in question had been correctly represented in the application for coverage.

## **Notice**

If a specific address has not been provided elsewhere in this coverage manual, you may send any notice to Wellmark's home office:

Wellmark Blue Cross and Blue Shield of  
Iowa  
1331 Grand Avenue  
Des Moines, IA 50309-2901

Any notice from Wellmark to you is acceptable when sent to your address as it appears on Wellmark's records or the address of the group through which you are enrolled.

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# Glossary

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The definitions in this section are terms that are used in various sections of this coverage manual. A term that appears in only one section is defined in that section.

**Amount Charged.** The amount that a provider bills for a service or supply, whether or not it is covered under this group health plan.

**Benefits.** Dentally necessary and appropriate services or supplies that qualify for payment under this group health plan.

**Group.** Those plan members who share a common relationship, such as employment or membership.

**Group Sponsor.** The entity that sponsors this group health plan.

**Member.** A person covered under this group health plan.

**Nonparticipating Dentist.** A dentist who does not participate with your dental benefits or with an entity outside the Blue Dental service area with whom Wellmark is affiliated.

**Participating Dentist.** A dentist who participates with your dental benefits, or a dentist outside the Blue Dental service area who participates with an entity with whom Wellmark is affiliated.

**Plan Member.** The person who signed for this group health plan.

**Plan Year.** A date used for purposes of determining compliance with federal legislation.

**Qualifying Dental Coverage.** Dental coverage with a comparable scope of benefits as the coverage under your dental benefits.

**Services or Supplies.** Any services, supplies, treatments, devices, or drugs, as applicable in the context of this coverage manual, that may be used to diagnose or treat a dental condition.

**Spouse.** A man or woman lawfully married to a covered member.

**We, Our, Us.** Wellmark Blue Cross and Blue Shield of Iowa.

**You, Your.** The plan member and family members eligible for coverage under this group health plan.





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# Required Federal Accessibility and Nondiscrimination Notice



## Discrimination is against the law

Wellmark complies with applicable federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability or sex. Wellmark does not exclude people or treat them differently because of their race, color, national origin, age, disability or sex.

## Wellmark provides:

- Free aids and services to people with disabilities so they may communicate effectively with us, such as:
  - Qualified sign language interpreters
  - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Free language services to people whose primary language is not English, such as:
  - Qualified interpreters
  - Information written in other languages

If you need these services, call 800-524-9242.

If you believe that Wellmark has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability or sex, you can file a grievance with: Wellmark Civil Rights Coordinator, 1331 Grand Avenue, Station 5W189, Des Moines, IA 50309-2901, 515-376-4500, TTY 888-781-4262, Fax 515-376-9073, Email [CRC@Wellmark.com](mailto:CRC@Wellmark.com). You can file a grievance in person, by mail, fax or email. If you need help filing a grievance, the Wellmark Civil Rights Coordinator is available to help you. You can also file a civil rights complaint with the U.S. Department of Health and Human Services Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail, phone or fax at: U.S. Department of Health and Human Services, 200 Independence Avenue S.W., Room 509F, HHH Building, Washington DC 20201, 800-368-1019, 800-537-7697 (TDD).

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

ATENCIÓN: Si habla español, los servicios de asistencia de idiomas se encuentran disponibles gratuitamente para usted. Comuníquese al 800-524-9242 o al (TTY: 888-781-4262).

注意: 如果您说普通话, 我们可免费为您提供语言协助服务。请拨打 800-524-9242 或 (听障专线: 888-781-4262)。

CHÚ Ý: Nếu quý vị nói tiếng Việt, các dịch vụ hỗ trợ ngôn ngữ miễn phí có sẵn cho quý vị. Xin hãy liên hệ 800-524-9242 hoặc (TTY: 888-781-4262).

NAPOMENA: Ako govorite hrvatski, dostupna Vam je besplatna podrška na Vašem jeziku. Kontaktirajte 800-524-9242 ili (tekstualni telefon za osobe oštećena sluha: 888-781-4262).

ACHTUNG: Wenn Sie deutsch sprechen, stehen Ihnen kostenlose sprachliche Assistenzdienste zur Verfügung. Rufnummer: 800-524-9242 oder (TTY: 888-781-4262).

تنبيه: إذا كنت تتحدث اللغة العربية، فإننا نوفر لك خدمات المساعدة اللغوية، المجانية. اتصل بالرقم 800-524-9242 أو (خدمة الهاتف النصي: 888-781-4262).

ສິ່ງຄວນເອົາໃຈໃສ່, ພາສາລາວ ຖ້າທ່ານເວົ້າ: ພວກເຮົາມີບໍລິການຄວາມຊ່ວຍເຫຼືອດ້ານພາສາ ໃຫ້ທ່ານໂດຍບໍ່ເສຍຄ່າ ຫຼື 800-524-9242 ຕິດຕໍ່ທີ. (TTY: 888-781-4262.)

주의: 한국어를 사용하시는 경우, 무료 언어 지원 서비스를 이용하실 수 있습니다. 800-524-9242번 또는 (TTY: 888-781-4262)번으로 연락해 주십시오.

ध्यान रखें: अगर आपकी भाषा हिन्दी है, तो आपके लिए भाषा सहायता सेवाएँ, नि:शुल्क उपलब्ध हैं। 800-524-9242 पर संपर्क करें या (TTY: 888-781-4262)।

ATTENTION: si vous parlez français, des services d'assistance dans votre langue sont à votre disposition gratuitement. Appelez le 800 524 9242 (ou la ligne ATS au 888 781 4262).

Geb Acht: Wann du Deutsch schwetze duscht, kannscht du Hilf in dei eegni Schprooch koschdefrei griege. Ruf 800-524-9242 oder (TTY: 888-781-4262) uff.

โปรดทราบ: หากคุณพูด ไทย เรายังมีบริการช่วยเหลือด้านภาษาสำหรับคุณโดยไม่คิดค่าใช้จ่าย ติดต่อ 800-524-9242 หรือ (TTY: 888-781-4262)

PAG-UKULAN NG PANSIN: Kung Tagalog ang wikang ginagamit mo, may makukuha kang mga serbisyong tulong sa wika na walang bayad. Makipag-ugnayan sa 800-524-9242 o (TTY: 888-781-4262).

တစ်ခုခုပြောပါ-နောက်တစ်ကြိမ်, ကိုတိတိအစာတော်ဖဲတော်အစာတော်, လာတတော်လာတတော်, ဆိုလားနီလီလီ, ဆဲးကျိးဆူ ၈၀၀-၅၂၄-၉၂၄ နှုတ်ဖုန်း (TTY: ၈၈၈-၇၈၁-၄၂၆) တွက်ဖို့.

ВНИМАНИЕ! Если ваш родной язык русский, вам могут быть предоставлены бесплатные переводческие услуги. Обращайтесь 800-524-9242 (телетайп: 888-781-4262).

सावधान: यदि तपाईं नेपाली बोल्नुहुन्छ भने, तपाईंका लागि नि:शुल्क रूपमा भाषा सहायता सेवाहरू उपलब्ध गराइन्छ। 800-524-9242 वा (TTY: 888-781-4262) मा सम्पर्क गर्नुहोस्।

ማሳሰቢያ: አማርኛ የሚናገሩ ከሆነ: የቋንቋ አገዛ አገልግሎቶች: ከክፍያ ነፃ: ያገኛሉ:: በ 800-524-9242 ወይም (በTTY: 888-781-4262) ደውሎ ያነጋግሩ::

HEETINA To a wolwa Fulfulde laabi walliinde dow wolde, naa e njobdi, ene ngoodi ngam maada. Hebir 800-524-9242 malla (TTY: 888-781-4262).

FUULEFFANNA: Yo isin Oromiffaa, kan dubbattan taatan, tajaajiloonni gargaarsa afaanii, kaffaltii malee, isiniif ni jiru. 800-524-9242 yookin (TTY: 888-781-4262) quunnamaa.

УВАГА! Якщо ви розмовляєте українською мовою, для вас доступні безкоштовні послуги мовної підтримки. Зателефонуйте за номером 800-524-9242 або (телетайп: 888-781-4262).

Ge': Diné k'éhjí yáníłti'go níká bizaad bee áká' adoowoł, t'áá jiik'é, náhóló. Kojí' hólne' 800-524-9242 doodaii' (TTY: 888-781-4262)











DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

**INTEROFFICE MEMORANDUM**

Financial Services Division

**TO:** Jacque Danielsen, City Clerk  
**FROM:** Andrea Ludwig, Administrative Clerk  
**DATE:** October 25, 2018  
**SUBJECT:** Property Assessments

Attached is paperwork regarding three (3) properties that had their lawn mowed by the City of Cedar Falls. We have been unsuccessful in collecting these invoices through our normal accounts receivable process. Can you please start the process of assessing these fees against the owner's property taxes?

Ruth Walker 2208 Coventry Lane Cedar Falls, IA 50613	\$203.04 August 2018 <u>0.00</u> 2018 (fees) \$203.04 Total owed	Property address: 2208 Coventry Ln., CF Parcel #8914-11-354-008
David Bushby 2013 Maplewood Dr. Cedar Falls, IA 50613	\$844.29 August 2018 <u>0.00</u> 2018 (fees) \$844.29 Total owed	Property address: 2013 Maplewood, CF Parcel # 8913-19-251-011
Grant Lewis Williamson 1002 Clair Street #6 Cedar Falls, IA 50613	\$179.29 August 2018 <u>2.69</u> 2018 (fees) \$181.98 Total owed	Property address: Lincoln & Greeley, CF Parcel # 8914-12-227-002

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

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

**NOTICE OF PROPOSED FINAL  
ASSESSMENT PROCEEDINGS**

v.

RUTH WALKER

---

TO THE ABOVE-NAMED PERSON(S): Ruth Walker

PROPERTY DESCRIPTION: 2208 Coventry Lane, Cedar Falls, Iowa  
Black Hawk County Parcel #8914-11-354-008

LEGAL DESCRIPTION OF PROPERTY: Hearthside Addition, Lot 167, Cedar  
Falls, Black Hawk County, Iowa.

YOU ARE HEREBY NOTIFIED that there is a proposed resolution to place a lien on the property named above in order to collect the costs incurred by the City of Cedar Falls to mow the property located at 2208 Coventry Lane pursuant to City of Cedar Falls Ordinance Section 20-262. This matter is currently set on the Cedar Falls City Council agenda for **November 19, 2018**.

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

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

Very truly yours,

CITY OF CEDAR FALLS, IOWA

By



Jacqueline Danielsen, MMC, City Clerk  
City of Cedar Falls  
220 Clay Street  
Cedar Falls, IA 50613

Enclosures.

**Exhibit "A"**

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

---

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

**RESOLUTION LEVYING A FINAL ASSESSMENT FOR COSTS INCURRED BY THE CITY OF CEDAR FALLS, IOWA TO MOW THE PROPERTY LOCATED AT 2208 COVENTRY LANE, CEDAR FALLS, IOWA, PARCEL ID 8914-11-354-008**

WHEREAS, it was determined that the property located at 2208 Coventry Lane, being legally described as Hearthside Addition, Lot 167, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8914-11-354-008, was in violation of City of Cedar Falls Ordinance Section 20-262 for failure to mow/maintain the property, and

WHEREAS, after notice(s) to abate the nuisance, the owner of record did not abate the nuisance, and after afforded a substantial period of time in which to do so, the City of Cedar Falls did cause the property located at 2208 Coventry Lane (Parcel ID 8914-11-354-008) to be mowed, and by doing so, incurred expenses for said services, and

WHEREAS, after invoices and notices for the services performed for the mowing and clearing of overgrown vegetation were sent to the property owner of record, the owner of record has failed to pay these costs to the City of Cedar Falls.

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the unpaid costs incurred by the City of Cedar Falls, Iowa to mow the above-described property, in the amount of \$203.04, be assessed as a lien against the following described real estate, as provided by law, together with the administrative expense of \$5.00, and a \$42.00 filing fee to the Black Hawk County Recorder's Office, pursuant to Cedar Falls Code Section 18-5, said real estate being legally described as follows:

Hearthside Addition, Lot 167, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8914-11-354-008

BE IT FURTHER RESOLVED that the City Clerk of the City of Cedar Falls, Iowa, is hereby authorized and directed to place said assessment of record with the proper officials of Black Hawk County, Iowa, in order to make the assessment a lien against the above-described real estate, to be collected in the same manner as property taxes, as provided by law.

PASSED AND ADOPTED this 19<sup>th</sup> day of November, 2018.

\_\_\_\_\_  
James P. Brown, Mayor

ATTEST:

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



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

October 1, 2018

Ruth Walker  
2208 Coventry Lane  
Cedar Falls, IA 50613

Dear Ruth Walker,

Enclosed you will find your latest statement. There is an outstanding charge for Code enforcement-mowing on 8/9/18 for \$203.04, as well as late fees of \$0.00 for a total amount due of \$203.04. **If no payment is received by October 16, 2018 we will put a lien on your property.**

If you have any questions, please feel free to call me at 319-268-5104. We thank you for your immediate attention to this matter.

Remit to: City of Cedar Falls  
Accounts Receivable  
220 Clay Street  
Cedar Falls, IA 50613

Sincerely,

City of Cedar Falls

Andrea Ludwig  
Administrative Clerk

Enclosure

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

(319) 273-8600

DATE: 9/28/18

TO: RUTH WALKER  
2208 COVENTRY LANE  
CEDAR FALLS, IA 50613

CUSTOMER NO: 4118/4118

TYPE: MS - MISCELLANEOUS

CHARGE	DATE	DESCRIPTION	REF-NUMBER	DUE DATE	TOTAL AMOUNT
	6/29/18	BEGINNING BALANCE			421.01
PMISC	8/14/18	MOWED LAWN ON 08/09/18 PER ORD. 20-262	34512	9/13/18	203.04
		PROFESSIONAL LAWN CARE INV.#14613			\$142.50
		CODE ENFORCEMENT			\$60.54
PMISC	8/31/18	**** Collection **** WALKER, RUTH			421.01-

1.5 % LATE FEE WILL BE ASSESSED ON PAYMENTS OVER  
30 DAYS

CURRENT	30 DAYS	60 DAYS	90 DAYS
	203.04		

DUE DATE: 10/29/18

PAYMENT DUE: 203.04  
TOTAL DUE: \$203.04

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 9/28/18 DUE DATE: 10/29/18 NAME: WALKER, RUTH  
CUSTOMER NO: 4118/4118 TYPE: MS - MISCELLANEOUS

REMIT AND MAKE CHECK PAYABLE TO:  
CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS IA 50613  
(319) 273-8600

TOTAL DUE: \$203.04

INVOICE

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

(319) 273-8600

TO: RUTH WALKER  
2208 COVENTRY LANE  
CEDAR FALLS, IA 50613

INVOICE NO: 34512  
DATE: 8/14/18

CUSTOMER NO: 4118/4118

TYPE: MS - MISCELLANEOUS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	MOWED LAWN ON 08/09/18 PER ORD. 20-262 PROFESSIONAL LAWN CARE INV.#14613 CODE ENFORCEMENT	203.04	203.04
			\$142.50
			\$60.54

1.5 % LATE FEE WILL BE ASSESSED ON PAYMENTS OVER  
30 DAYS

TOTAL DUE: \$203.04

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 8/14/18 DUE DATE: 9/13/18 NAME: WALKER, RUTH  
CUSTOMER NO: 4118/4118 TYPE: MS - MISCELLANEOUS

REMIT AND MAKE CHECK PAYABLE TO:  
CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS IA 50613

INVOICE NO: 34512  
TERMS: NET 30 DAYS

AMOUNT: \$203.04







**DEPARTMENT OF COMMUNITY DEVELOPMENT**

**CODE ENFORCEMENT**  
**CITY OF CEDAR FALLS, IOWA**  
220 Clay Street  
Cedar Falls, IA 50613  
Phone(319) 273-8606  
Fax (319) 273-8610  
[www.cedarfalls.com](http://www.cedarfalls.com)

**LEGAL NOTICE OF NUISANCE TO BE ABATED:  
GRASS AND WEEDS**

EFFECTIVE DATE OF THIS NOTICE: 5/22/2018 Case # 18-0122-GRSS

PROPERTY RESIDENT:

PROPERTY ADDRESS: 2208 Coventry Ln

Property Owner Name: Ruth Walker

Property Owner Address: 2208 Coventry Ln  
Cedar Falls, IA 50613

A complaint has been brought to the attention of this office and an inspection of the property found that weeds and grass have been allowed to become a nuisance. The property is legally described as follows:

**HEARTHSIDE ADDITION LOT 167**

Please refer to Ordinance Section 20-262 for orientation purposes and compliance requirements. Your cooperation in complying with this ordinance is appreciated. The City will inspect the property in seven (7) days from the date of this mailing notice, on 5/29/2018, to confirm compliance with the Ordinance requirements. **If the property is not brought into compliance after the seven days, the City will mow the property to bring it into compliance.**

Further, please be notified that the actual cost and expense of cutting or otherwise destroying the vegetation (manpower, equipment, fuel, etc.), together with the costs of supervision and administration up to the time the property is brought into compliance, shall be recovered by an assessment against the tract of land on which the vegetation is growing. The City shall send an invoice for the total expenses incurred by regular mail to the property owner who failed to abide by the notice to abate, and if the amount shown by the invoice has not been paid within 30 days of the invoice date, the City Clerk shall certify the total amount of the invoice plus any administrative costs to the County Treasurer and such costs shall then be collected with, and in the same manner as, general property taxes.

If you should have any questions concerning this matter, please contact the Community Development office at (319) 273-8600. If you have already taken care of this problem, the Park Division appreciates your cooperation.  
CITY OF CEDAR FALLS CODE ENFORCEMENT

Officer Stephanie Moore  
Police Officer (Code Enforcement Officer)









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

**NOTICE OF PROPOSED FINAL  
ASSESSMENT PROCEEDINGS**

v.

DAVID BUSHBY

---

TO THE ABOVE-NAMED PERSON(S):	David Bushby
PROPERTY DESCRIPTION:	2013 Maplewood Drive, Cedar Falls, Iowa Black Hawk County Parcel #8913-19-251-011
LEGAL DESCRIPTION OF PROPERTY:	Laurel Heights Addition, Lot 39, Cedar Falls, Black Hawk County, Iowa.

YOU ARE HEREBY NOTIFIED that there is a proposed resolution to place a lien on the property named above in order to collect the costs incurred by the City of Cedar Falls to mow and clear overgrown vegetation on the property located at 2013 Maplewood Drive pursuant to City of Cedar Falls Ordinance Section 20-262. This matter is currently set on the Cedar Falls City Council agenda for **November 19, 2018**.

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

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

Very truly yours,

CITY OF CEDAR FALLS, IOWA

By



Jacqueline Danielsen, MMC, City Clerk  
City of Cedar Falls  
220 Clay Street  
Cedar Falls, IA 50613

Enclosures.

**Exhibit "A"**

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

---

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

**RESOLUTION LEVYING A FINAL ASSESSMENT FOR COSTS INCURRED BY THE CITY OF CEDAR FALLS, IOWA TO MOW AND CLEAR OVERGROWN VEGETATION ON THE PROPERTY LOCATED AT 2013 MAPLEWOOD DRIVE, CEDAR FALLS, IOWA, PARCEL ID 8913-19-251-011**

WHEREAS, it was determined that the property located at 2013 Maplewood Drive, being legally described as Laurel Heights Addition, Lot 39, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8913-19-251-011, was in violation of City of Cedar Falls Ordinance Section 20-262 for failure to mow and maintain the property, and

WHEREAS, after notice(s) to abate the nuisance, the owner of record did not abate the nuisance, and after afforded a substantial period of time in which to do so, the City of Cedar Falls did cause the property located at 2013 Maplewood Drive (Parcel ID 8913-19-251-011) to be mowed and cleared of overgrown vegetation, and by doing so, incurred expenses for said services, and

WHEREAS, after invoices and notices for the services performed for the mowing and clearing of overgrown vegetation were sent to the property owner of record, the owner of record has failed to pay these costs to the City of Cedar Falls.

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the unpaid costs incurred by the City of Cedar Falls, Iowa to mow and clear overgrown vegetation on the above-described property, in the amount of \$844.29, be assessed as a lien against the following described real estate, as provided by law, together with the administrative expense of \$5.00, and a \$52.00 filing fee to the Black Hawk County Recorder's Office, pursuant to Cedar Falls Code Section 18-5, said real estate being legally described as follows:

Laurel Heights Addition, Lot 39, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8913-19-251-011

BE IT FURTHER RESOLVED that the City Clerk of the City of Cedar Falls, Iowa, is hereby authorized and directed to place said assessment of record with the proper officials of Black Hawk County, Iowa, in order to make the assessment a lien against the above-described real estate, to be collected in the same manner as property taxes, as provided by law.

PASSED AND ADOPTED this 19<sup>th</sup> day of November, 2018.

\_\_\_\_\_  
James P. Brown, Mayor

ATTEST:

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



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

October 1, 2018

David Bushby  
2013 Maplewood Drive  
Cedar Falls, IA 50613

Dear David Bushby,

Enclosed you will find your latest statement. There is an outstanding charge for Code enforcement-mowing on 8/9/18 for \$844.29, as well as late fees of \$0.00 for a total amount due of \$844.29. **If no payment is received by October 16, 2018 we will put a lien on your property.**

If you have any questions, please feel free to call me at 319-268-5104. We thank you for your immediate attention to this matter.

Remit to: City of Cedar Falls  
Accounts Receivable  
220 Clay Street  
Cedar Falls, IA 50613

Sincerely,

City of Cedar Falls

Andrea Ludwig  
Administrative Clerk

Enclosure



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

(319) 273-8600

DATE: 9/28/18

TO: DAVID BUSHBY  
2013 MAPLEWOOD DRIVE  
CEDAR FALLS, IA 50613

CUSTOMER NO: 5347/5347

TYPE: MS - MISCELLANEOUS

CHARGE	DATE	DESCRIPTION	REF-NUMBER	DUE DATE	TOTAL AMOUNT
	0/00/00	BEGINNING BALANCE			.00
PMISC	8/29/18	MOW LAWN & CUT VOLUNTARY TREES & HAUL AWAY PER ORDINANCE 20-262 PROFESSIONAL LAWN CARE INV.#14613 CODE ENFORCEMENT	34516	9/28/18	844.29
					\$783.75
					\$60.54

1.5 % LATE FEE WILL BE ASSESSED ON PAYMENTS OVER  
30 DAYS

CURRENT	30 DAYS	60 DAYS	90 DAYS
	844.29		

DUE DATE: 10/29/18

PAYMENT DUE: 844.29  
TOTAL DUE: \$844.29

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 9/28/18 DUE DATE: 10/29/18 NAME: BUSHBY, DAVID  
CUSTOMER NO: 5347/5347 TYPE: MS - MISCELLANEOUS

REMIT AND MAKE CHECK PAYABLE TO:  
CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS IA 50613  
(319) 273-8600

TOTAL DUE: \$844.29

INVOICE

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

(319) 273-8600

TO: DAVID BUSHBY  
2013 MAPLEWOOD DRIVE  
CEDAR FALLS, IA 50613

INVOICE NO: 34516  
DATE: 8/29/18

CUSTOMER NO: 5347/5347

TYPE: MS - MISCELLANEOUS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	MOW LAWN & CUT VOLUNTARY TREES & HAUL AWAY PER ORDINANCE 20-262	844.29	844.29
	PROFESSIONAL LAWN CARE INV.#14613		\$783.75
	CODE ENFORCEMENT		\$60.54

1.5 % LATE FEE WILL BE ASSESSED ON PAYMENTS OVER  
30 DAYS

TOTAL DUE: \$844.29

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 8/29/18 DUE DATE: 9/28/18  
CUSTOMER NO: 5347/5347

NAME: BUSHBY, DAVID  
TYPE: MS - MISCELLANEOUS

REMIT AND MAKE CHECK PAYABLE TO:  
CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS IA 50613

INVOICE NO: 34516  
TERMS: NET 30 DAYS

AMOUNT:

\$8 354





**DEPARTMENT OF COMMUNITY DEVELOPMENT**

**CODE ENFORCEMENT**  
**CITY OF CEDAR FALLS, IOWA**  
220 Clay Street  
Cedar Falls, IA 50613  
Phone (319) 273-8606  
Fax (319) 273-8610  
[www.cedarfalls.com](http://www.cedarfalls.com)

**LEGAL NOTICE OF NUISANCE TO BE ABATED:  
GRASS AND WEEDS**

EFFECTIVE DATE OF THIS NOTICE: 8/1/2018 Case # 18-0255-GRSS  
PROPERTY RESIDENT: David Bushby  
PROPERTY ADDRESS: 2013 Maplewood Dr  
Cedar Falls, Iowa 50613

This office appreciates your effort to comply with the Legal Notice of Grass and Weeds that was sent to you on July 24, 2018. This legal notice includes all tall grass and weeds on the property, along the driveway and around the house. The removal of the volunteer trees against the house is necessary in order to preserve the house and foundation. It is also a requirement by City Nuisance Code Section 18-2(18), dense growth of all weeds, vines, brush or other vegetation, including dead bushes, and dead woody plants, or other overgrown or unkept bushes or other growth, in the city so as to constitute a health, safety or fire hazard.

A complaint has been brought to the attention of this office and an inspection of the property found that weeds and grass have been allowed to become a nuisance. The property is legally described as follows:

**LAUREL HEIGHTS ADDITION LOT 39 & EASE**

Please refer to Ordinance Section 20-262 for orientation purposes and compliance requirements. Your cooperation in complying with this ordinance is appreciated. The City will reinspect the property in seven (7) days from the date of this mailing notice, on 8/8/2018, to confirm compliance with the Ordinance requirements. **If the property is not brought into compliance after the seven days, the City will mow the property and remove the vegetation.**

Further, please be notified that the actual cost and expense of cutting or otherwise destroying the vegetation (manpower, equipment, fuel, etc.), together with the costs of supervision and administration up to the time the property is brought into compliance, shall be recovered by an assessment against the tract of land on which the vegetation is growing. The City shall send an invoice for the total expenses incurred by regular mail to the property owner who failed to abide by the notice to abate, and if the amount shown by the invoice has not been paid within 30 days of the invoice date, the City Clerk shall certify the total amount of the invoice plus any administrative costs to the County Treasurer and such costs shall then be collected with, and in the same manner as, general property taxes.

If you should have any questions concerning this matter, please contact the Community Development office at (319) 273-8600. If you have already taken care of this problem, the Park Division appreciates your cooperation.

CITY OF CEDAR FALLS CODE ENFORCEMENT

Officer Stephanie Moore, Police Officer (Code Enforcement Officer)

**"OUR CITIZENS ARE OUR BUSINESS"**



DEPARTMENT OF COMMUNITY DEVELOPMENT

CODE ENFORCEMENT
CITY OF CEDAR FALLS, IOWA
220 Clay Street
Cedar Falls, IA 50613
Phone(319) 273-8606
Fax (319) 273-8610
www.cedarfalls.com

LEGAL NOTICE OF NUISANCE TO BE ABATED:
GRASS AND WEEDS

EFFECTIVE DATE OF THIS NOTICE: 7/24/2018 Case # 18-0255-GRSS
PROPERTY RESIDENT: David Bushby
PROPERTY ADDRESS: 2013 Maplewood Dr
Property Owner Name: David Bushby
Property Owner Address: 2013 Maplewood Dr
Cedar Falls, IA 50613

A complaint has been brought to the attention of this office and an inspection of the property found that weeds and grass have been allowed to become a nuisance. The property is legally described as follows:

LAUREL HEIGHTS ADDITION LOT 39 & EASE

Please refer to Ordinance Section 20-262 for orientation purposes and compliance requirements. Your cooperation in complying with this ordinance is appreciated. The City will inspect the property in seven (7) days from the date of this mailing notice, on 7/31/2018, to confirm compliance with the Ordinance requirements. If the property is not brought into compliance after the seven days, the City will mow the property to bring it into compliance.

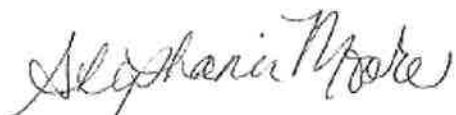
Table with 3 columns: Code Section, Nature of the Violation, Comply By. Row 1: IACF 23-38(b) Grass and Weeds, It shall be unlawful for the owner or party in possession of lots or parcels of ground in the city to fail to keep in good order or to maintain the area between the curblines and the property line abutting their property including keeping said area free of holes, pitfalls, stumps of trees, fences, brick, stone, cement or other monument-type mail boxes, stakes, posts or rods to which a metal, plastic or similar receptacle designed to hold newspapers are affixed, private irrigation or sprinkler systems, retaining walls, landscaping brick, block, stone, timber or other similar material, or any other similar obstructions., 7/31/2018

Further, please be notified that the actual cost and expense of cutting or otherwise destroying the vegetation (manpower, equipment, fuel, etc.), together with the costs of supervision and administration up to the time the property is brought into compliance, shall be recovered by an assessment against the tract of land on which the vegetation is growing. The City shall send an invoice for the total expenses incurred by regular mail to the property owner who failed to abide by the notice to abate, and if the amount shown by the invoice has not been paid within 30 days of the invoice date, the City Clerk shall certify the total amount of the invoice plus any administrative costs to the County Treasurer and such costs shall then be collected with, and in the same manner as, general property taxes.

"OUR CITIZENS ARE OUR BUSINESS"

If you should have any questions concerning this matter, please contact the Community Development office at (319) 273-8600. If you have already taken care of this problem, the Park Division appreciates your cooperation.

CITY OF CEDAR FALLS CODE ENFORCEMENT

A handwritten signature in cursive script that reads "Stephanie Moore".

Officer Stephanie Moore  
Police Officer (Code Enforcement Officer)



















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

**NOTICE OF PROPOSED FINAL  
ASSESSMENT PROCEEDINGS**

v.

GRANT LEWIS WILLIAMSON

---

TO THE ABOVE-NAMED PERSON(S): Grant Lewis Williamson

PROPERTY DESCRIPTION: Land, NE corner Lincoln & Greeley Streets,  
Cedar Falls, Iowa  
Black Hawk County Parcel #8914-12-227-002

LEGAL DESCRIPTION OF PROPERTY: Cavanaghs Addition, Lot 1, Cedar  
Falls, Black Hawk County, Iowa.

YOU ARE HEREBY NOTIFIED that there is a proposed resolution to place a lien on the property named above in order to collect the costs incurred by the City of Cedar Falls to mow the property located at the northeast corner of Lincoln & Greeley Streets, pursuant to City of Cedar Falls Ordinance Section 20-262. This matter is currently set on the Cedar Falls City Council agenda for **November 19, 2018**.

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

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

Very truly yours,

CITY OF CEDAR FALLS, IOWA

By



Jacqueline Daniels, MMC, City Clerk  
City of Cedar Falls  
220 Clay Street  
Cedar Falls, IA 50613

Enclosures.

**Exhibit "A"**

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

---

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

**RESOLUTION LEVYING A FINAL ASSESSMENT FOR COSTS INCURRED BY THE CITY OF CEDAR FALLS, IOWA TO MOW THE PROPERTY LOCATED AT THE NORTHEAST CORNER OF LINCOLN & GREELEY STREETS, CEDAR FALLS, IOWA, PARCEL ID 8914-12-227-002**

WHEREAS, it was determined that the property located at the northeast corner of Lincoln & Greeley Streets, being legally described as Cavanaghs Addition, Lot 1, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8914-12-227-002, was in violation of City of Cedar Falls Ordinance Section 20-262 for failure to mow/maintain the property, and

WHEREAS, after notice(s) to abate the nuisance, the owner of record did not abate the nuisance, and after afforded a substantial period of time in which to do so, the City of Cedar Falls did cause the property located at the northeast corner of Lincoln & Greeley Streets (Parcel ID 8914-12-227-002) to be mowed, and by doing so, incurred expenses for said services, and

WHEREAS, after invoices and notices for the services performed for the mowing were sent to the property owner of record, the owner of record has failed to pay these costs to the City of Cedar Falls.

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the unpaid costs incurred by the City of Cedar Falls, Iowa to mow the above-described property, in the amount of \$181.98, be assessed as a lien against the following described real estate, as provided by law, together with the administrative expense of \$5.00, and a \$42.00 filing fee to the Black Hawk County Recorder's Office, pursuant to Cedar Falls Code Section 18-5, said real estate being legally described as follows:

Cavanaghs Addition, Lot 1, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8914-12-227-002

BE IT FURTHER RESOLVED that the City Clerk of the City of Cedar Falls, Iowa, is hereby authorized and directed to place said assessment of record with the proper officials of Black Hawk County, Iowa, in order to make the assessment a lien against the above-described real estate, to be collected in the same manner as property taxes, as provided by law.

PASSED AND ADOPTED this 19<sup>th</sup> day of November, 2018.

\_\_\_\_\_  
James P. Brown, Mayor

ATTEST:

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





DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

October 1, 2018

Grant Lewis Williamson  
1002 Clair Street #6  
Cedar Falls, IA 50613

Dear Grant Lewis Williamson,

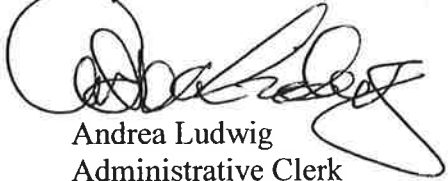
Enclosed you will find your latest statement. There is an outstanding charge for Code enforcement-mowing at NE corner of Lincoln & Greeley on 7/27/18 for \$179.29, as well as late fees of \$2.69 for a total amount due of \$181.98. **If no payment is received by October 16, 2018 we will put a lien on your property.**

If you have any questions, please feel free to call me at 319-268-5104. We thank you for your immediate attention to this matter.

Remit to: City of Cedar Falls  
Accounts Receivable  
220 Clay Street  
Cedar Falls, IA 50613

Sincerely,

City of Cedar Falls



Andrea Ludwig  
Administrative Clerk

Enclosure

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

(319) 273-8600

DATE: 9/28/18

TO: GRANT LEWIS WILLIAMSON  
1002 CLAIR STREET #6  
CEDAR FALLS, IA 50613

CUSTOMER NO: 3416/3416

TYPE: MS - MISCELLANEOUS

CHARGE	DATE	DESCRIPTION	REF-NUMBER	DUE DATE	TOTAL AMOUNT
	1/30/15	BEGINNING BALANCE			.00
PMISC	8/14/18	MOWED GRASS AT NE CORNER LINCOLN & GREELEY ON 7/27 PER ORDINANCE 20-262 PROFESSIONAL LAWN CARE INV.#14596 CODE ENFORCEMENT	34513	9/13/18	179.29
					\$118.75
					\$60.54
GFFIN	9/28/18	FINANCE CHARGE-GEN FUND		10/29/18	2.69

1.5 % LATE FEE WILL BE ASSESSED ON PAYMENTS OVER  
30 DAYS

CURRENT	30 DAYS	60 DAYS	90 DAYS
2.69	179.29		

DUE DATE: 10/29/18

PAYMENT DUE: 181.98  
TOTAL DUE: \$181.98

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 9/28/18 DUE DATE: 10/29/18 NAME: WILLIAMSON, GRANT LEWIS  
CUSTOMER NO: 3416/3416 TYPE: MS - MISCELLANEOUS

REMIT AND MAKE CHECK PAYABLE TO:  
CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS IA 50613  
(319) 273-8600

TOTAL DUE: \$181.98

INVOICE

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

(319) 273-8600

TO: GRANT LEWIS WILLIAMSON  
1002 CLAIR STREET #6  
CEDAR FALLS, IA 50613

INVOICE NO: 34513  
DATE: 8/14/18

CUSTOMER NO: 3416/3416

TYPE: MS - MISCELLANEOUS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	MOWED GRASS AT NE CORNER LINCOLN & GREELEY ON 7/27 PER ORDINANCE 20-262 PROFESSIONAL LAWN CARE INV.#14596 CODE ENFORCEMENT	179.29	179.29
			\$118.75
			\$60.54

1.5 % LATE FEE WILL BE ASSESSED ON PAYMENTS OVER  
30 DAYS

TOTAL DUE: \$179.29

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 8/14/18 DUE DATE: 9/13/18  
CUSTOMER NO: 3416/3416

NAME: WILLIAMSON, GRANT LEWIS  
TYPE: MS - MISCELLANEOUS

REMIT AND MAKE CHECK PAYABLE TO:  
CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS IA 50613

INVOICE NO: 34513  
TERMS: NET 30 DAYS

AMOUNT: \$17 371





**DEPARTMENT OF COMMUNITY DEVELOPMENT**

**CODE ENFORCEMENT**  
**CITY OF CEDAR FALLS, IOWA**  
220 Clay Street  
Cedar Falls, IA 50613  
Phone(319) 273-8606  
Fax (319) 273-8610  
[www.cedarfalls.com](http://www.cedarfalls.com)

**LEGAL NOTICE OF NUISANCE TO BE ABATED:  
GRASS AND WEEDS**

EFFECTIVE DATE OF THIS NOTICE: 7/11/2018 Case # 18-0234-GRSS

PROPERTY RESIDENT: Empty Lot

PROPERTY ADDRESS: NE corner Lincoln and Greeley

Property Owner Name: Grant Williamson

Property Owner Address: 1002 Clair St #6  
Cedar Falls, IA 50613

A complaint has been brought to the attention of this office and an inspection of the property found that weeds and grass have been allowed to become a nuisance. The property is legally described as follows:

**PARCEL ID 8914-12-227-002**

Please refer to Ordinance Section 20-262 for orientation purposes and compliance requirements. Your cooperation in complying with this ordinance is appreciated. The City will inspect the property in seven (7) days from the date of this mailing notice, on 7/18/2018, to confirm compliance with the Ordinance requirements. **If the property is not brought into compliance after the seven days, the City will mow the property to bring it into compliance.**

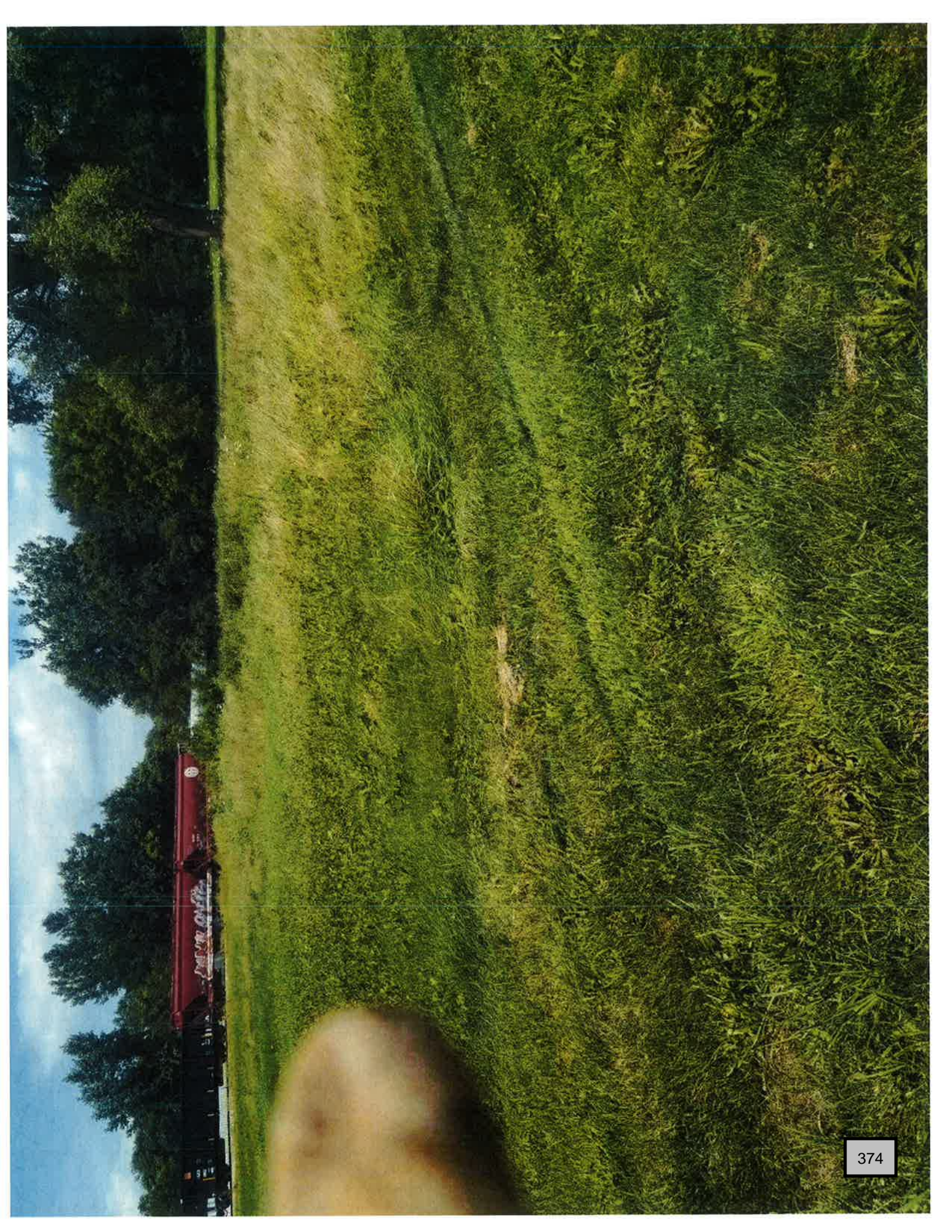
Further, please be notified that the actual cost and expense of cutting or otherwise destroying the vegetation (manpower, equipment, fuel, etc.), together with the costs of supervision and administration up to the time the property is brought into compliance, shall be recovered by an assessment against the tract of land on which the vegetation is growing. The City shall send an invoice for the total expenses incurred by regular mail to the property owner who failed to abide by the notice to abate, and if the amount shown by the invoice has not been paid within 30 days of the invoice date, the City Clerk shall certify the total amount of the invoice plus any administrative costs to the County Treasurer and such costs shall then be collected with, and in the same manner as, general property taxes.

If you should have any questions concerning this matter, please contact the Community Development office at (319) 273-8600. If you have already taken care of this problem, the Park Division appreciates your cooperation.

CITY OF CEDAR FALLS CODE ENFORCEMENT

Officer Stephanie Moore  
Police Officer (Code Enforcement Officer)

**"OUR CITIZENS ARE OUR BUSINESS"**







DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

**INTEROFFICE MEMORANDUM**  
Information Systems Division

**TO:** Mayor Jim Brown and City Council Members  
**FROM:** Julie Sorensen, Information Systems Manager  
**DATE:** November 13, 2018  
**SUBJECT:** Purchase of Custom Mobile App

Please see the attached agreement with Civic Plus for a Custom Mobile App. Civic Plus will provide unique design elements, color scheme and unique module appearance. They will lead our team of employees through the process of developing the app navigation, names of modules and the icons associated with the modules.

The agreement consists of the one-time fee for project design and overview and the continued fee for the annual support, maintenance and hosting services. The total first year expense of \$7450 with an ongoing annual maintenance fee of \$1950 is the lowest total cost option that we investigated. This project was budgeted in the 2018 CIP.

The CivicPlus option has the added benefit of being able to utilize the content from our website to help us build out the application. We have a very good relationship with CivicPlus and are looking forward to developing an application that will be beneficial to our citizens with them.

When completed, the app will be available in both the Apple App Store and Android App Play Store. For an Apple device, citizens will download the CivicMobile consolidated app and configure to a location. In this case there is no unique app name or app icon in the Apple App Store. CivicPlus will provide the instructions for the installation that will be published on our website. For Android devices, there will be a unique app name in the Android App Play Store.

The agreement has been reviewed by City Attorney Kevin Rogers and is attached for your approval.

If you have any questions or concerns regarding this purchase, please feel free to contact me at 268-5111.

Attachments: Custom Mobile App for Cedar Falls, IA Quote



<b>Organization</b>	Cedar Falls, IA	<b>URL</b>	https://www.cedarfalls.com/	
Street Address	XX			
Address 2	XX			
City	XX	State	XX	Postal Code
				XX
<b>Billing Contact</b>	XX	<b>Email</b>	XX	
Phone	XX	Ext.	XX	Fax
				XX
Billing Address	XX			
Address 2	XX			
City	XX	State	XX	Postal Code
				XX
Tax ID #	XX	Sales Tax Exempt #	XX	
Billing Terms	Annual	Account Rep	Megan Underwood	
Info Required on Invoice (PO or Job #)	XX			
<b>Project Contact</b>	XX	<b>Email</b>	XX	
Phone	XX	Ext.	XX	Fax
				XX



**CivicPlus Project Development Services & Scope of Services for Custom Mobile Application**

All Quotes are in US Dollars and Valid for 60 Days from 09/18/2018

Project Details	One Time Fee
<b>Design &amp; Project Overview</b>	
<p><b>For Apple (iOS) devices:</b></p> <ul style="list-style-type: none"> <li>• Unique design elements and color scheme <ul style="list-style-type: none"> <li>○ Banner that will appear across the top of app (including text and background)</li> <li>○ Background (image &amp; color)</li> <li>○ Color of text under icons</li> </ul> </li> <li>• Unique module appearance <ul style="list-style-type: none"> <li>○ App navigation (which modules appear and in what order they appear)</li> <li>○ Name of modules</li> <li>○ Icons associated with the modules</li> </ul> </li> </ul> <p>Note: For Apple (iOS) devices, citizens will download the CivicMobile consolidated app and configure to a location. In this case, there is no unique app name or app icon.</p> <p><b>For Android devices:</b></p> <ul style="list-style-type: none"> <li>• Unique app name (name of app in Android Play Store)</li> <li>• Unique design elements and color scheme <ul style="list-style-type: none"> <li>○ Image design for icon screen</li> <li>○ Splash page that will appear when launching the app</li> <li>○ Banner that will appear across the top of app (including text and background)</li> <li>○ Background (image &amp; color)</li> <li>○ Color of text under icons</li> </ul> </li> <li>• Unique module appearance <ul style="list-style-type: none"> <li>○ App navigation (which modules appear and in what order they appear)</li> <li>○ Name of modules</li> <li>○ Icons associated with the modules</li> </ul> </li> </ul>	<b>\$5,500</b>
<b>Total Project Development Fee</b>	<b>\$5,500</b>

<b>Annual Support, Maintenance &amp; Hosting Service Include the Following:</b>	
<ul style="list-style-type: none"> <li>• <b>Support</b> <ul style="list-style-type: none"> <li>○ 7-7 (CST) Mon-Fri (excluding holidays)</li> <li>○ 24/7 Emergency Support</li> <li>○ Dedicated Support Personnel</li> <li>○ 4-hour Response during Normal Hours</li> <li>○ Usability Improvements</li> <li>○ Integration New &amp; Upgraded Services</li> <li>○ Proactive Support for Updates &amp; Fixes</li> <li>○ Online Training Manuals</li> <li>○ Monthly Newsletters</li> <li>○ Phone Consulting</li> <li>○ CivicPlus Connection</li> </ul> </li> <li>• <b>Maintenance of CivicPlus Application &amp; Modules</b> <ul style="list-style-type: none"> <li>○ Install Service Patches for OS</li> <li>○ Upgrades</li> <li>○ Fixes</li> <li>○ Improvements</li> <li>○ Integration</li> <li>○ Testing</li> <li>○ Development</li> <li>○ Usage License</li> </ul> </li> <li>• <b>Hosting</b> <ul style="list-style-type: none"> <li>○ Shared Web/SQL Server</li> <li>○ DNS Consulting &amp; Maintenance</li> <li>○ Monitor Bandwidth-Router Traffic</li> <li>○ Redundant ISP</li> <li>○ Redundant Cooling</li> <li>○ Natural Gas Powered Generator</li> <li>○ Daily Tape Backup</li> <li>○ Intrusion Detection &amp; Prevention</li> <li>○ Antivirus Protection</li> <li>○ Upgrade Hardware</li> </ul> </li> </ul>	<b>\$1,950</b>
<ul style="list-style-type: none"> <li>• <b>Annual Placement on Apple's iTunes Store and Android's Market</b></li> </ul>	<b>Included</b>
<b>Total Annual Fee Increase</b>	<b>\$1,950</b>

Client agrees to allow CivicPlus to display CivicPlus insignia within the custom developed app and available splash screen.

Client will be invoiced for the Total Project Development Fee and the Total 1<sup>st</sup> Year Annual Fee upon submission of the Sales Form and P.O.

The Client will be invoiced electronically through email. Upon request CivicPlus will mail invoices and the Client will be charged a \$5.00 convenience fee.

Annual fees for your Custom Mobile Application are subject to the renewal terms of the original contract between CivicPlus and Cedar Falls, IA.

**Acceptance**

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

\_\_\_\_\_  
**FORMALNAME**

\_\_\_\_\_  
Date

\_\_\_\_\_  
CivicPlus

\_\_\_\_\_  
Date

**Sign and e-mail or Fax this Copy**

Attn: Contract Manager  
Email: SalesCoordinators@CivicPlus.com  
Fax: 785-587-8951

**And – Mail Two (2) Signed Originals**

CivicPlus Contract Manager  
302 South 4<sup>th</sup> St, Suite 500  
Manhattan, KS 66502

We will e-mail or fax a counter-signed copy of the agreement back to you so we can begin your project. Upon receipt of two signed originals, we will counter-sign and return one copy for your files.

--Remainder of this page left intentionally blank--

6510 Hudson Road  
Cedar Falls, IA 50613

(319) 268-1265

(800) 845-1867

[cedarfalls.iastate.edu](http://cedarfalls.iastate.edu)



**CEDAR FALLS**

*We know how to weekend!*

Date: November 13, 2018  
To: Mayor Jim Brown and Council  
CC: Mark Ripplinger  
From: Kim Manning  
Subject: UNI INSTITUTE FOR DECISION MAKING ASSISTANCE TO DEVELOP A STRATEGIC PLAN FOR CEDAR FALLS TOURISM

Mayor Brown, the landscape for visitor amenities and services is dramatically changing in our community. Two new hotels are currently under construction with both due to open in 2019 – the Holiday Inn & Suites Hotel/Event Center in Industrial Park and the Hampton Inn downtown. The Diamond Event Center recently opened offering event space to the public and the Hilton Garden Inn is doubling their meeting space.

As with other business segments, conditions in the travel and tourism industry are becoming more competitive. This will be the first October we did not host the USA Preseason National Wrestling Tournament in Cedar Falls, which brings nearly 8,000 people to the city. The event moved to Des Moines because they were in a position to put a more competitive bid package together. We are also facing increased competition as we work to recruit meetings and other events. We need to develop creative strategies to maintain and even elevate our position as a quality destination for visitors and events.

As we prepare for these new developments, the Cedar Falls Tourism and Visitors Bureau board wishes to engage the services of UNI's Institute for Decision Making to gather input from key stakeholders to help define specific challenges and opportunities, to prioritize them, and to develop a strategic plan that will guide our work in the coming years. It's been a long while since we've engaged in such an endeavor and now seems to be an important time to do so.

Our plan is to gather input from stakeholders through surveys and focus groups. We will then meet to discuss and prioritize the goals and strategies that result from the gathered input. IDM will then help create a plan of work to assist in the accomplishment of these goals. The cost of the project is \$4,951. I intend to pay for this from our Research & Special Projects line item, which has a balance of \$2,500. We will increase this account during the budget amendment process. We plan to gather input in November and December; to consider and prioritize the input in January; and to finalize our plan in January or February. IDM will then provide follow-up assistance between April and August.

An agreement between the City of Cedar Falls and the Institute for Decision Making is attached. Kevin Rogers helped assure we addressed the details required by the city. Please consider signing this agreement on our behalf.

Thank you.



AGREEMENT FOR DEVELOPMENT OF A STRATEGIC PLAN FOR THE  
CEDAR FALLS TOURISM AND VISITORS BUREAU

Between

UNI INSTITUTE FOR DECISION MAKING AND THE CITY OF CEDAR FALLS

This Agreement for Strategic Planning Services is made and entered into this day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Cedar Falls, Iowa, an Iowa municipality (hereinafter "City"), and the University of Northern Iowa Institute for Decision Making (hereinafter "IDM").

WHEREAS, the development of new hotels and meeting spaces is occurring in the City of Cedar Falls; and

WHEREAS, the Cedar Falls Tourism and Visitors Bureau wishes to gather input from the public and key stakeholders for the purpose of prioritizing its marketing efforts and developing a plan based on those priorities; and

WHEREAS, IDM is the community and economic development outreach arm of the university, having a 30+ year record of delivering tailored and innovative planning, technical assistance, applied research and training to well over 800 communities, chambers of commerce, economic development groups, state agencies, associations, convention and visitor bureaus, community planning groups, community colleges, utilities, state agencies, and not-for profit organizations throughout Iowa and beyond; and

WHEREAS, the City and IDM have reached agreement on the DEVELOPMENT OF A STRATEGIC PLAN FOR THE CEDAR FALLS TOURISM AND VISITORS BUREAU and now wish to express their agreement herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Scope of Services IDM hereby agrees to perform the following services for the City:

(a) See Exhibit A.

(hereinafter "Services")

2. Compensation and Terms of Payment. In exchange for the Services provided by IDM under this Agreement, the City agrees to pay to IDM the sum of \$4,951, payable within 30 days from receipt of invoice.

3. Term. The term of this Agreement shall begin on the 1st day of November, 2018, and end on the 31<sup>st</sup> day of October, 2019 unless terminated earlier as set forth herein.

4. Termination. Either party may terminate this Agreement with or without cause by providing 30 days advance written notice of same. In the event of termination, the City shall be responsible for payment of fees only until the termination date. IDM shall have no duty to perform any additional Services after the termination date.

5. Assignment and Benefits. This Agreement shall be binding on both parties and their successors and assigns. This Agreement may not be assigned unless agreed to in writing by the non-assigning party in advance.

6. Non-waiver. No failure or delay by either party to exercise a right or remedy available under this Agreement, or otherwise available under the law, shall constitute a waiver of such right or remedy, or constitute a waiver of any obligation of the other party to perform strictly in accordance with the terms of this Agreement, unless such waiver is expressed in writing, and signed by the party to be bound.

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

8. Amendment. This Agreement may be modified in writing only, signed by the parties, and approved by the city council of the City.

9. Independent Contractor. Nothing in this Agreement shall be construed to create an employer-employee or agency relationship between the parties, and IDM shall remain an independent contractor throughout the term of this Agreement, including any extensions. Nothing in this Agreement shall be construed to create a joint venture between the parties.

10. Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the subject matter, and there are no promises or understandings between the parties except as set forth herein.

11. Notices. Notices required or permitted to be given under this Agreement shall be in writing and sent by ordinary mail, email, or hand delivered to the other party at the respective addresses set forth below:

IN WITNESS WHEREOF, the parties have executed this Agreement as of the effective date above.

*Tolif Hunt*

By: Tolif A. Hunt

Its: Director Research & Sponsored Programs  
University of Northern Iowa

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

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_ 2018, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

City of Cedar Falls

\_\_\_\_\_  
James P. Brown, Mayor

ATTEST:

\_\_\_\_\_  
Jacqueline Daniels, MMC, City Clerk



## Cedar Falls Tourism & Visitors Bureau

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Proposal for Services  
Institute for Decision Making (IDM)

September 5, 2018

Prepared by:



Institute for Decision Making | University of Northern Iowa

Business & Community Services Building, Suite 113  
University of Northern Iowa  
Cedar Falls, IA 50614-0136

## Overview of IDM

The Institute for Decision Making (IDM) at the University of Northern Iowa (UNI) proposes to assist the Cedar Falls Tourism & Visitors Bureau (CFTVB) Advisory Board and staff with reaching a consensus on the strategic priorities for the organization and its marketing efforts and developing a strategic plan based on those priorities. As part of the process IDM will work with the CFTVB to gather input from key stakeholders that the Advisory Board and staff will utilize in developing the strategic plan. The input and planning process will be designed collaboratively with the CFTVB Executive Committee and staff leadership to ensure it meets the organization's needs. This proposal was developed based upon IDM staff's discussions with Kim Manning, CFTVB Manager.

IDM is the community and economic development outreach arm of the university. IDM has a 30+ year record of delivering tailored and innovative planning, technical assistance, applied research and training to well over 800 communities, chambers of commerce, economic development groups, state agencies, associations, convention and visitor bureaus, community planning groups, community colleges, utilities, state agencies, and not-for-profit organizations throughout Iowa and beyond.

IDM's team members successfully blend advanced training and education in a variety of applied fields with practical and professional economic development and non-profit related experience. The result is an implementation-focused approach. IDM team members hold certification in economic development through the International Economic Development Council, the Council FOR Community & Economic Research, and the Lowe Foundation.

IDM staff has successfully designed and facilitated implementation-focused planning for numerous organizations, communities and regions. Current and recent projects include: Greater Cedar Valley Alliance & Chamber (strategic planning), Salvation Army of Waterloo/Cedar Falls (strategic planning), Ottumwa Economic Development Corporation (marketing and branding), University of Northern Iowa (strategic planning), Cedar Falls Community Schools Foundation (strategic planning), Cedar Falls Community Foundation (strategic planning), North Iowa Area Community College (strategic planning), City of Waterloo (strategic planning), Butler-Grundy Development Alliance (merger assistance and strategic planning), Ames Chamber and Economic Development (strategic planning), Carroll Area Development (strategic planning), Iowa Northland Regional Council of Government (strategic planning), Community of Cedar Falls (community-wide strategic planning) and Travel Federation of Iowa (statewide tourism industry strategic plan).

## Scope of Services

The purpose of the project is for IDM to assist the CFTVB with the development of a new strategic plan based on consensus-based strategic priorities for the organization and its marketing efforts. The strategic priorities will be informed through gathering input from board members, staff and key stakeholders regarding what should be the CFTVB's organizational and marketing focus over the next several years.

### **Task 1: Pre-Planning and Gathering Stakeholder Input**

IDM will design a stakeholder input process in consultation with the CFTVB staff and leadership. Task 1 steps will include:

- ✓ IDM will design a pre-session questionnaire for the CFTVB to identify priorities, opportunities and organizational challenges.
- ✓ IDM will design and facilitate three or four focus groups. Suggest target group for the focus groups include:
  - Area hotel and venue owners/managers
  - University of Northern Iowa representatives (Facilities staff, deans and department heads)
  - Cedar Falls restaurants and tourism attractions
  - Larger Cedar Falls headquartered businesses, industry and non-profit organizations
  - Other local, regional and statewide tourism related organizations
- ✓ CFTVB staff will be responsible for the identifying and inviting the focus group participants and for the scheduling and logistics for each focus group
- ✓ IDM will organize and analyze the input received. IDM will provide CFTVB staff and executive committee a summary report highlighting the major themes that surfaced from the focus groups.

### **Task 2: Priority and Goal Setting**

Utilizing the input received through the stakeholder input process, IDM will hold a planning session with the Advisory Board and staff for reaching a consensus on the strategic priorities for the organization and its marketing efforts and developing strategic goals for the CFTVB based on those priorities. The 4-5 hour planning session will include the following:

- ✓ IDM will review the stakeholder questionnaire and focus group information with the Advisory Board members and staff. The group will also review the CFTVB's existing mission and vision statements to determine if they are still valid and be asked to suggest revisions to the statements.
- ✓ IDM will work with the Advisory Board members and staff to identify and discuss potential strategic priorities for the organization and its marketing efforts and then priorities a consensus on those priorities.
- ✓ Based on the consensus reached, IDM will work with the group to develop a set of draft strategic goals for the CFTVB to focus on over the next several years.

Following session, IDM will provide a summary report documenting the consensus reached during the session and draft set of goals for the organization.

**Task 3: Strategic Plan Development**

Following the priority and goal setting session, IDM will work with the Advisory Board and staff leadership to develop a draft 1-3 year Cedar Falls Tourism & Visitors Bureau Strategic Plan, and prepare a draft document to be presented to the Advisory Board for review and approval. Task 3 steps include:

- ✓ IDM will work with the CFTVB's Manager to develop an initial draft Plan will include an updated vision statement, an updated mission statement, goals, strategic objectives designed to help accomplish each of the goals. The initial draft will be shared with Advisory Board leadership for feedback.
- ✓ IDM will work with the and use the feedback from the Board Leadership to finalize a draft Strategic Plan document to be presented to the Advisory Board for review.
- ✓ IDM will outline recommended next steps for the Advisory Board and staff for releasing and promoting the completion of the new strategic plan and implementation launch.

**Task 4: Implementation Support**

IDM will meet with the executive committee and staff two and sixths months after the Strategic Plan has been released to troubleshoot plan implementation and adjust the plan as needed. This follow up meeting helps to address issues that may be delaying the full implementation of the plan.

**Proposed Project Schedule and Fees**

Proposed Timeline

The proposed timeframe to complete the stakeholder input and planning process is 3 months with a project start date of November 1, 2018, the stakeholder input session being held in the November- December 2018. A final timeline for the planning process shall be mutually determined by CFTVB leadership and IDM.

Timeline	Month 1	Month 2	Month 3	Month 5-9
Task 1: Pre-Planning and Gathering Stakeholder Input				
Task 2: Priority and Goal Setting				
Task 3: Strategic Plan Development				
Task 4: Implementation Follow-up				

Proposed Fees

The cost for conducting the proposed project is \$4,951. IDM will invoice the CFTVB for the project cost at the end of the project following the Advisory Board's formal adoption of the Strategic Plan.

Liability Statement

In no event shall The University of Northern Iowa's liability arising in connection with or under this agreement (whether under the theories of breach of contract, tort liability, misrepresentation, fraud, warranty, negligence, strict liability, or any other theory of law) exceed the purchase price paid by the client (Cedar Falls Tourism & Visitors Bureau) of the services rendered by IDM under this Agreement.

\_\_\_\_\_  
Cedar Falls Tourism & Visitors Bureau

\_\_\_\_\_  
Date

*Therese*  
\_\_\_\_\_  
Institute for Decision Making  
University of Northern Iowa

11/2/18

\_\_\_\_\_  
Date



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

**MEMORANDUM**  
*Engineering Division*

**TO:** Honorable Mayor James P. Brown and City Council

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

**DATE:** November 15, 2018

**SUBJECT:** Professional Services Agreement  
Ridgeway Avenue Reconstruction  
Foth Infrastructure & Environmental LLC  
Project No. RC-293-3172

Please find attached the Professional Services Agreement with Foth Infrastructure & Environment, LLC that outlines the scope of services and costs for the design of the Ridgeway Avenue Reconstruction.

Foth Infrastructure & Environment, LLC was the firm selected by Community Development. The enclosed agreement with Foth Infrastructure & Environment provides an engineered design, Iowa DOT Coordination, Utility Coordination, Project Information Meeting, and Project Management. The development is large and will likely have a significant impact on the area roadways. As a result, Community Development requests an independent firm to design the Ridgeway Avenue Reconstruction in coordination with the traffic impact study completed by the developer.

The cost of this agreement is in the amount not to exceed \$288,455.00. The cost will be covered by the Developmental Procedures Agreement with the Henry Property developer, Midland Atlantic, for \$1,700,000.00.

The Department of Community Development requests your consideration and approval of this Professional Service Agreement with Foth Infrastructure & Environment for the Ridgeway Avenue Reconstruction.

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

xc: Stephanie Houk Sheetz, Director of Community Development  
Jon Resler, PE, City Engineer



## DEPARTMENT OF COMMUNITY DEVELOPMENT

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

*Administration Division ♦ Planning & Community Services Division  
Phone: 319-273-8600 Fax: 319-273-8610*

*Engineering Division ♦ Inspection Services Division  
Phone: 319-268-5161 Fax: 319-268-5197*

*Water Reclamation Division  
Phone: 319-273-8633 Fax: 319-268-5566*

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## PROFESSIONAL SERVICE AGREEMENT

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***Ridgeway Avenue Reconstruction  
Cedar Falls, Iowa  
City Project Number: RC-293-3172***

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**This Agreement** is made and entered by and between Foth Infrastructure and Environment, LLC, 8191 Birchwood Court, Suite L, Johnston Iowa 50131, hereinafter referred to as "CONSULTANT" and City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa, hereinafter referred to as "CLIENT."

**IN CONSIDERATION** of the covenants hereinafter set forth, the parties hereto mutually agree as follows:

**I. SCOPE OF SERVICES**

CONSULTANT shall perform professional Services (the "Services") in connection with CLIENT's facilities in accordance with the Scope of Services set forth in Exhibit A attached hereto.

**II. CONSULTANT'S RESPONSIBILITIES**

CONSULTANT shall, subject to the terms and provisions of this Agreement:

- (a) Appoint one or more individuals who shall be authorized to act on behalf of CONSULTANT and with whom CLIENT may consult at all reasonable times, and whose instructions, requests, and decisions will be binding upon CONSULTANT as to all matters pertaining to this Agreement and the performance of the parties hereunder.
- (b) Use all reasonable efforts to complete the Services within the time period mutually agreed upon, except for reasons beyond its control, as set forth in Exhibit A.
- (c) Perform the Services in accordance with generally accepted professional engineering standards in existence at the time of performance of the Services. If during the two year period following the completion of Services, it is shown that there is an error in the Services solely as a result of CONSULTANT's failure to meet these standards, CONSULTANT shall re-perform such substandard Services as may be necessary to remedy such error at no cost to CLIENT. Since CONSULTANT has no control over local conditions, the cost of labor and materials, or over competitive bidding and market conditions, CONSULTANT does not guarantee the accuracy of any construction cost estimates as compared to contractor's bids or the actual cost to the CLIENT. CONSULTANT makes no other warranties either express or implied and the parties' rights, liabilities, responsibilities and remedies with respect to the

quality of Services, including claims alleging negligence, breach of warranty and breach of contract, shall be exclusively those set forth herein.

- (d) CONSULTANT shall, if requested in writing by CLIENT, for the protection of CLIENT, require from all vendors and subcontractors from which CONSULTANT procures equipment, materials or services for the project, guarantees with respect to such equipment, materials and services. All such guarantees shall be made available to CLIENT to the full extent of the terms thereof. CONSULTANT's liability with respect to such equipment, and materials obtained from vendors or services from subcontractors, shall be limited to procuring guarantees from such vendors or subcontractors and rendering all reasonable assistance to CLIENT for the purpose of enforcing the same.
- (e) CONSULTANT will be providing estimates of costs to the CLIENT covering an extended period of time. CONSULTANT does not have control over any such costs, including, but not limited to, costs of labor, material, equipment or services furnished by others or over competitive bidding, marketing or negotiating conditions, or construction contractors' methods of determining their prices. Accordingly, it is acknowledged and understood that any estimates, projections or opinions of probable project costs provided herein by CONSULTANT are estimates only, made on the basis of CONSULTANT's experience and represent CONSULTANT's reasonable judgment as a qualified professional. CONSULTANT does not guarantee that proposals, bids or actual project costs will not vary from the opinions of probable costs prepared by CONSULTANT, and the CLIENT waives any and all claims that it may have against CONSULTANT as a result of any such variance.

### **III. CLIENT'S RESPONSIBILITIES**

CLIENT shall at such times as may be required for the successful and expeditious completion of the Services:

- (a) Provide all criteria and information as to CLIENT's requirements; obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the project; and designate a person with authority to act on CLIENT's behalf on all matters concerning the Services.
- (b) Furnish to CONSULTANT all existing studies, reports and other available data pertinent to the Services, and obtain additional reports, data and services as may be required for the project. CONSULTANT shall be entitled to rely upon all such information, data and the results of such other services in performing its Services hereunder.

### **IV. INSURANCE REQUIREMENTS FOR CONTRACTORS FOR THE CITY OF CEDAR FALLS**

The provisions of the document entitled, "Insurance Requirements for Contractors for the City of Cedar Falls," dated December 13, 2011 as revised January 31, 2017 consisting of 11 pages, which are attached hereto, marked Exhibit B, are hereby made a part of this Agreement as if set out word for word herein.

CONSULTANT shall furnish to CLIENT a certificate or certificates of insurance containing all coverages, endorsements and other provisions required by the Insurance Requirements set forth in Exhibit B. In the event of any conflict between the provisions of Exhibit B and the other terms of this Agreement, the provisions of Exhibit B shall control.

CONSULTANT shall obtain and maintain an insurance policy or policies that meet the provisions set out in the Insurance Requirements for Contractors for the City of Cedar Falls, attached hereto and marked Exhibit B.



**V. STANDARD TERMS AND CONDITIONS FOR CONTRACTS BETWEEN CONTRACTORS WHO PERFORM PROFESSIONAL SERVICES AND THE CITY OF CEDAR FALLS**

The provisions of the documents entitled "Standard Terms and Conditions for Contracts Between Contractors Who Perform Professional Services and the City of Cedar Falls," consisting of two pages are incorporated into this Agreement by the Client and attached as Exhibit C.

**VI. COMPENSATION AND TERMS OF PAYMENT**

Compensation for the services shall be on an hourly basis in accordance with the hourly fees and other direct expenses in effect at the time the services are performed. Total compensation is a not to exceed a fee of Two hundred eighty-eight thousand four hundred fifty-five dollars (\$288,455.00).

CONSULTANT may bill the CLIENT monthly for services completed at the time of billing. CLIENT agrees to pay CONSULTANT the full amount of such invoice within thirty (30) days after receipt thereof. In the event CLIENT disputes any invoice item, CLIENT shall give CONSULTANT written notice of such disputed item within ten (10) days after receipt of invoice and shall pay to CONSULTANT the undisputed portion of the invoice according to the provisions hereof. CLIENT agrees to abide by any applicable statutory prompt pay provisions currently in effect.

**VII. TERMINATION**

CLIENT may, with or without cause, terminate the Services at any time upon fourteen (14) days written notice to CONSULTANT. The obligation to provide further Services under this Agreement may be terminated by either party upon fourteen (14) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, providing such defaulting party has not cured such failure, or, in the event of a non-monetary default, commenced reasonable actions to cure such failure. In either case, CONSULTANT will be paid for all expenses incurred and Services rendered to the date of the termination in accordance with compensation terms of Article VI.

**VIII. OWNERSHIP OF DOCUMENTS**

(a) Sealed original drawings, specifications, final project specific calculations and other instruments of service which CONSULTANT prepares and delivers to CLIENT pursuant to this Agreement shall become the property of CLIENT when CONSULTANT has been compensated for Services rendered. CLIENT shall have the right to use such instruments of service solely for the purpose of the construction, operation and maintenance of the Facilities. Nothing contained in this paragraph shall be construed as limiting or depriving CONSULTANT of its rights to use its basic knowledge and skills to design or carry out other projects or work for itself or others, whether or not such other projects or work are similar to the work to be performed pursuant to this Agreement.

(b) Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced and CONSULTANT makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings and the electronic files, the sealed drawings will govern.

**IX. MEANS AND METHODS**

(a) CONSULTANT shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety measures and programs including enforcement of Federal and State safety requirements, in connection

with construction work performed by CLIENT's construction contractors. Nor shall CONSULTANT be responsible for the supervision of CLIENT's construction contractors, subcontractors or of any of their employees, agents and representatives of such contractors; or for inspecting machinery, construction equipment and tools used and employed by contractors and subcontractors on CLIENT's construction projects and shall not have the right to stop or reject work without the thorough evaluation and approval of the CLIENT. In no event shall CONSULTANT be liable for the acts or omissions of CLIENT's construction contractors, subcontractors or any persons or entities performing any of the construction work, or for the failure of any of them to carry out construction work under contracts with CLIENT.

**X. INDEPENDENT CONTRACTOR**

CONSULTANT shall be an independent contractor with respect to the Services to be performed hereunder. Neither CONSULTANT nor its subcontractors, nor the employees of either, shall be deemed to be the servants, employees, or agents of CLIENT.

**XI. PRE-EXISTING CONDITIONS**

Anything herein to the contrary notwithstanding, CONSULTANT shall have no legal responsibility or liability for any and all pre-existing contamination. "Pre-existing contamination" is any hazardous or toxic substance present at the site or sites concerned which was not brought onto such site or sites by CONSULTANT. CLIENT agrees to release CONSULTANT from and against any and all liability to the CLIENT which may in any manner arise in any way directly or indirectly caused by such pre-existing contamination except if such liability arises from CONSULTANT's sole negligence or willful misconduct.

CLIENT shall, at CLIENT's sole expense and risk, arrange for handling, storage, transportation, treatment and delivery for disposal of pre-existing contamination. CLIENT shall be solely responsible for obtaining a disposal site for such material. CLIENT shall look to the disposal facility and/or transporter for any responsibility or liability arising from improper disposal or transportation of such waste. CONSULTANT shall not have or exert any control over CLIENT in CLIENT's obligations or responsibilities as a generator in the storage, transportation, treatment or disposal of any pre-existing contamination. CLIENT shall complete and execute any governmentally required forms relating to regulated activities including, but not limited to generation, storage, handling, treatment, transportation, or disposal of pre-existing contamination.

For CONSULTANT's Services requiring drilling, boring, excavation or soils sampling, CLIENT shall approve selection of the contractors to perform such services, all site locations, and provide CONSULTANT with all necessary information regarding the presence of underground hazards, utilities, structures and conditions at the site.

**XII. DISPUTE RESOLUTION**

If a dispute arises out of, or relates to, the breach of this Agreement and if the dispute cannot be settled through negotiation, then the CONSULTANT and the CLIENT agree to submit the dispute to mediation. In the event CONSULTANT or the CLIENT desires to mediate any dispute, that party shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within 10 days of the receipt of such notice, such dispute shall be submitted for mediation in accordance with the procedures and rules of the American Arbitration Association (or any successor organization) then in effect. The deadline for submitting the dispute to mediation can be changed if the parties mutually agree in writing to extend the time between receipt of notice and submission to mediation. The expenses of the mediator shall be shared 50 percent by CONSULTANT and 50 percent by the CLIENT. This requirement to seek mediation shall be a condition required before filing an action at law or in equity. However, prior to or during the negotiations or the mediation either party may initiate litigation that would otherwise be barred by a statute of limitations, and

CONSULTANT may pursue any property liens or other rights it may have to obtain security for the payment of its invoices.

This Agreement shall be governed by the laws of the State of Iowa and any action at law or other judicial proceeding arising from this Agreement shall be instituted in Black Hawk County District Court, Waterloo, Iowa.

**XIII. MISCELLANEOUS**

- (a) This Agreement constitutes the entire agreement between the parties hereto and supersedes any oral or written representations, understandings, proposals, or communications heretofore entered into by or on account of the parties and may not be changed, modified, or amended except in writing signed by the parties hereto. In the event of any conflict between this contract document and any of the exhibits hereto, the terms and conditions of Exhibit C shall control. In the event of any conflict among the exhibits, Exhibit C shall control.
- (b) This Agreement shall be governed by the laws of the State of Iowa.
- (c) CONSULTANT may subcontract any portion of the Services to a subcontractor approved by CLIENT. In no case shall CLIENT's approval of any subcontract relieve CONSULTANT of any of its obligations under this Agreement.
- (d) In the event CLIENT uses a purchase order form to administer this Agreement, the use of such form shall be for convenience purposes only, and any typed provision in conflict with the terms of this Agreement and all preprinted terms and conditions contained in or on such forms shall be deemed stricken and null and void.
- (e) This Agreement gives no rights or benefits to anyone other than CLIENT and CONSULTANT and does not create any third party beneficiaries to the Agreement.
- (f) Except as may be explicitly set forth above, nothing contained in this Agreement or its exhibits limits the rights and remedies, including remedies related to damages, of either party that are available to either party under the law.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement on the day and year written below.

**APPROVED FOR CLIENT**


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

Printed Name: James P. Brown

Title: Mayor of Cedar Falls

Date: \_\_\_\_\_

**APPROVED FOR CONSULTANT**

By: 

Printed Name: David Kapler, PE

Title: Senior Vice President

Date: 11/4/18

By: 

Printed Name: Patrick P. Kueter, PE

Title: Client Director

Date: 11/14/18

# EXHIBIT A

## SCOPE OF SERVICES

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The work to be performed by the Consultant under this agreement shall encompass and include detailed work, services, materials, equipment and supplies necessary to complete the following scope of services for the project.

The project consists of the design of a new roundabout intersection on Ridgeway Avenue between Chancellor Drive and Nordic Drive, and intersection improvements on Ridgeway Avenue at Nordic Drive and IA 58 to accommodate the proposed Henry Property Development in Cedar Falls, Iowa. Services to be completed by the Consultant as part of this initial Scope of Services includes initial project coordination, design surveys and mapping, preliminary and final design for the proposed 2019 roadway improvements and the functional layout and limited coordination of the anticipated 2020/2021 improvements. The final project coordination, design surveys and mapping, preliminary and final design for the anticipated 2020/2021 improvements will be covered by a future amendment to this agreement.

This scope of services is based on the following project assumptions:

- 2019 Improvements
  - Proposed roundabout on Ridgeway Avenue at the west entrance into the Henry Farms Development.
  - Full Access (east entrance into the Henry Farms Development) including an eastbound right turn lane on Ridgeway Avenue across from Nordic Drive.
  - Temporary traffic signal at Nordic Drive
  - Ridgeway Avenue between Chancellor Drive and Nordic Drive will be closed during construction.
- Anticipated 2020/2021 Improvements
  - Reconstruction of Ridgeway Avenue from Nordic Drive to IA 58 that will accommodate a dual eastbound left at IA 58, eastbound right turn lane at IA 58 and westbound right turn lane at Nordic Drive.
  - Widening of Ridgeway Avenue east of IA 58 to accommodate a dual westbound left (lane balance) at IA 58.
  - Existing culvert extensions/connections near the west approach of IA 58.
  - Ridgeway Avenue and IA 58 Traffic signal modifications
- The Henry Farms Development plat of survey will incorporate the needed real-estate interests for the Ridgeway Avenue Improvements.

The scope of services to be performed by the Consultant shall be completed in accordance with generally accepted standards of practice and shall include the services to complete the following tasks:

### **I. BASIC SERVICES OF THE CONSULTANT.**

The Consultant shall consult on a regular basis with the City to clarify and define the City's requirements for the Project and review available data. The City agrees to furnish to the Consultant full information with respect to the City's requirements, including any special or extraordinary considerations for the Project or special services needed, and also to make available pertinent existing data. The Consultant shall provide the following basic services in regards to the Project:

#### **A. Project Coordination**

The Consultant will complete the following project coordination activities as part of this initial Scope of Services.

##### Task 1 – Design Development Coordination

The Consultant will maintain communications with the City to review progress and discuss specific elements of the project design and receive direction from the City. The meetings will also serve to establish schedules, develop project goals, establish initial design parameters, promote a dialog between the various entities, improve the decision-making process, and expedite design

development. Prepare minutes of meetings and keep documentation of other communications. For budget purposes, the Consultant will attend three (3) meetings that will be attended by two (2) staff members of the Consultant.

#### Task 2 – Iowa DOT and Henry Property Site Development Coordination

There are two adjacent projects that will go on concurrently. Consultant will coordinate with Iowa DOT and their design consultant on design development for their 58 and Ridgeway intersection improvements project. The Consultant will coordinate with the site development engineer for the Henry Property. The Consultant will attend up to two (2) meeting(s) to assist in the coordination of the project development activities. Prepare minutes of meetings and keep documentation of other communications.

For budget purposes, it is assumed that the meetings will be attended by two (2) staff members of the Consultant.

#### Task 3 – Individual Property Owner Meetings

The Consultant conduct meetings with two individual property owners (residential) to discuss the specifics of the project (access issues, changes in circulation, potential right-of-way needs, and other issues) as it relates to their specific parcel. Obtain information regarding and any issues the property owner feels is important, and solicit input regarding their expectations about the project. The information gathered at this time will be used in developing the project documents and potential right-of-way negotiations.

For budgetary purposed, it is assumed that one (1) meeting will be held with each individual property owner and a combined meeting with both property owners for a total of three (3) meetings.

#### Task 4 - Utility Coordination Meetings

The Consultant will conduct two (2) utility coordination meetings with representatives of various utility companies. The first meeting will be to advise the utility of the nature and extent of the proposed improvements and solicit mapping and input from the utility to develop an understanding of the order of magnitude and limitations of their facilities located within the project corridor. The second meeting will be to review the collected field data, identify any missing information and share with each utility the proposed layout of the project and begin initial assessments of impacts to each utility. The Consultant shall document all communications and correspondence with each utility company and share with the City prior to the start of preliminary design.

#### Task 5 – Project Information Meetings

The Consultant will attend one public information meeting to discuss the project and the schedule. The Consultant will prepare any presentation and display information. For budget purposes, it is assumed that the meetings will be attended by two (2) staff members of the Consultant.

#### Task 6 – Periodic Meetings with Local Elected Officials – Task completed by City Staff.

#### Task 7 - Public Involvement Exhibit Preparation

Exhibits for the design development will consist of aerial mosaics for the project with the major project features indicated on the aerial photograph. Include coloring, lettering, and other techniques to delineate the proposed design concepts and right of-way needs, including typical sections of the roadway. The figure will indicate right-of-way needs, property lines, property ownership, access control lines, structure limits, and new roadway improvements.

#### Task 8 - Project Management

The project manager for the Consultant will be responsible for maintaining coordination with the City, monthly progress reporting, minutes of meetings, interoffice memoranda, and project

invoicing. This task also includes scheduling of staff, review of progress, and senior review of deliverables.

Project duration is anticipated to be six (6) months for this phase of the project.

#### Task 9 – Develop Landscape Concept

Landscape architect will develop up to two (2) concept plans and associated renderings for roundabout landscaping, paving pattern and other features consistent with the City's requirements. Landscape architect will revise concepts as necessary based on City review and input.

### **B. Design Surveys and Mapping**

The Consultant shall perform field and office tasks required to collect topographic information deemed necessary to complete the project. The City shall provide aerial photographic information and other available mapping of the Project area. The specific supplemental survey tasks to be performed include the following:

#### Task 1 – Project Control

Establish supplemental horizontal and vertical control for the Project area. Each permanent control point or benchmark shall have horizontal coordinates or elevation, recovery information and monument description. Accurate descriptions of the horizontal control points and benchmarks will be created and recorded on the plan sheets.

#### Task 2 - Topographic Survey

Perform topographic surveys required for the development of the project. Horizontal and vertical accuracies shall be adequate to produce a map that is compatible with the topographic data for incorporation into the existing mapping.

#### Task 3 - Utility Survey

Utilize the Iowa One-Call Design Request System to identify utility owners of record, obtain existing utility mapping information and request that buried utilities be marked in the field. Field survey marked utilities, incorporate into project based map and document utility name and contact information on the utility legend. This task includes establishing manhole and intake elevations for existing sanitary, storm sewers and roadway culverts. Excavating to expose buried utilities is not part of this agreement.

Anticipated utilities to be surveyed include communication, gas, water main and water valves, overhead/underground electrical, sanitary sewer and storm sewer manholes.

#### Task 4 - Wetland Delineation Survey – Task not used.

#### Task 5 - Property Ownership and Research

Research City and County records including right-of-way strip maps, subdivision plats, section corner ties, and surveys, locate existing boundary corner monuments, establish property lines, right-of-way lines, section lines, and easements, determine ownership of the properties affected by the project. Prepare a drawing with property lines, right-of-way lines, section lines, and easements within the project area as shown on the existing plats and other documents of record along with the land corner monuments and boundary corner monuments located in field. Review property ownership information from public records and add property owner names to the project mapping for public display and plan preparation purposes.

Task 6 - Right-of-Way Survey

Perform right-of-way surveys required for the development of the project. The right-of-way surveys shall be in-depth legal surveys for which acquisition plats are to be developed.

This task includes a thorough search of City, County and State records to review all surveys of record pertaining to the survey corridor, including County Auditor's Subdivisions Plats, original government surveys, early surveys made by County Surveyors, all irregular land survey and road establishment records. Copies of such records are to be included in the project file for future reference.

This task also includes obtaining sufficient field data to locate or establish property lines affected by the project to enable the preparation of the improvement plans. This includes locating section corners, property pins, and visible lines of occupation such as fences, field divisions or any other lines, indicating possession. A diligent effort must be made to recover existing land corner monuments necessary to describe the right-of-way along the project corridor.

The task includes incorporation of property lines, right-of-way lines, and ownership of properties affected by the project into the base mapping for the project. The base mapping will identify the owners and approximate boundaries of all appropriate parcels within the survey limits.

Task 7 - Project Base Map

Incorporate field surveys into an electronic base map to be used for the design of the project. Incorporate property lines, right-of-way lines, and property ownership for parcels located within the project limits into the base map.

For budgetary purposes, it is assumed that six (6) parcels are within the project limits.

Task 8 - Soil-Boring Location Survey – Task not included.

Task 9 – Pond Sediment Survey - Task not included.

Task 10 - Public Notice of Project

Prepare project notice letter for property owners directly adjacent to the project. This letter will provide a brief project description, notification of property surveys, anticipate schedule and contact information. Distribute the notice letter following the City review and approval.

**C. Acquisition Plats**

The Consultant shall perform field and office tasks required to prepare property acquisition plats deemed necessary to complete the project. The specific supplemental survey tasks to be performed include the following:

Task 1 - Preparation of Acquisition Plats and Legal Descriptions

The Consultant shall prepare acquisition plats and legal descriptions for property to be acquired for the project. Said plats and legal descriptions shall comply with requirements of the Iowa Code and shall be prepared by or under the direct supervision of a licensed land surveyor under the laws of the State of Iowa. For estimating purposes, the following numbers of acquisition plats are assumed for this agreement:

- Permanent (Fee-Title) Right-of-Way Acquisition Plats = 2
- Temporary Construction Easement = 4

Individual plats and legal descriptions will be prepared for each parcel with permanent and temporary acquisitions. The legal descriptions shall be metes & bounds descriptions for both permanent and temporary construction acquisitions. The plats and legal descriptions shall comply with requirements of the Iowa Code and shall be prepared by or under the direct supervision of a

duly licensed land surveyor under the laws of the State of Iowa. The plats shall also be completed in accordance with the City of Cedar Falls requirements.

Task 2 - Right-of-Way/Easement Staking

This task consists of staking the easement locations for purposes of right-of-way negotiations. The staking survey includes the marking of key easement location points in order to visualize the locations in the field and shall also include marking of existing property lines locations. For the purpose of this agreement, all permanent and temporary easements will be staked one (1) time.

Task 3 – Permanent Monumentation of Right-of-Way

This task consists of monumentation of the right-of-way acquired as part of this project which will be performed upon completion of construction of the proposed improvements. The monumentation shall comply with requirements of the Iowa Code and shall be performed by or under the direct supervision of a duly licensed land surveyor under the laws of the State of Iowa.

This task also includes resetting existing right-of-way monumentation for those parcels with only a temporary construction easement.

**D. Preliminary Design**

The Consultant will perform preliminary design services in the preparation of design plans and specifications depicting the proposed grading, drainage, paving, signing, utility relocation, and other features of the project. The preliminary plans will include but not be limited to the following tasks:

Task 1 – Preliminary Plan Preparation

Upon completion of the preliminary plans, the design plans will be approximately 60 percent complete. The work to be performed by the Consultant under Preliminary Design shall consist of the following tasks:

Title and General Information Sheets (A Sheets)

This task consists of assembling the preliminary title and general information sheets. The preliminary title sheets will include the following: Index of Sheets, Legend, Location Map, Project Number, Design Traffic data.

Preliminary Typical Cross Sections (B Sheets)

This task consists of assembling the Typical Cross Sections to be used for the proposed improvements as well as a preliminary determination of the limits that each Typical Section will apply. The Typical Cross Sections will include but not be limited to typical sections for the proposed grading, drainage and paving improvements.

Preliminary Estimate of Quantities (C sheets)

This task consists of a preliminary determination of the bid items to be included in the project, along with an estimate of quantities for each item.

Preliminary Plan and Profiles (D and E Sheets)

This task consists of the development of preliminary plan and profile sheets that will show the existing topography along with the proposed improvements based on the survey or the office relocation centerline. Proposed Right-of-Way and Construction Easement limits based on the catch point lines will be shown. Included will be the necessary CADD work to show the preliminary design features for the proposed improvements.

Preliminary Erosion Control (EC Sheets)

This item consists of preliminary design and layout of erosion control plan sheets required to construct the project.



Preliminary Detour/Temporary Pavement (F Sheets) – Task not included.

Preliminary Survey Reference (G Sheets)

This task consists of assembling reference ties to the plan control points and the benchmark data used to develop the plans and to be preserved throughout construction of the project. This task also includes preserving any Government Corners that are found in the vicinity of the proposed construction.

Preliminary Right-of-Way (H Sheets)

This item consists of preliminary design and layout of permanent right-of-way and permanent and temporary easements required to construct the project.

Preliminary Traffic Control, Staging, Pavement Markings and Traffic Signing (J Sheets)

Develop suitable plan for construction scheduling and staging of the Project and for traffic control measures to be implemented during construction. Staging plan shall include provisions for maintaining access to adjacent properties during construction. For estimating purposes, it is assumed that Ridgeway Avenue can be closed between Nordic and Chancellor while maintaining access to the two residential properties on the north side.

Develop pavement marking and traffic signing plans to be placed into service following construction. The traffic control devices, procedures, and layouts shall be as per the Manual on Uniform Traffic Control Devices (MUTCD).

Preliminary Roundabout Plan and Profile (K Sheets)

Develop geometric layouts and provide horizontal alignment and vertical profile information for the round-about intersection.

Preliminary Mainline Geometrics (L Sheets)

Develop and refine geometric layouts and provide additional horizontal and vertical survey information needed to construct the intersections. Show truck turning movements for the selected design vehicle or vehicle combinations.

Preliminary Landscaping Plans (LS-Sheets)

Develop preliminary landscaping plans for the corridor improvements based on approved concept plan.

Preliminary Storm Drainage Design (M Sheets)

Develop preliminary storm sewer layout and sizing based on proposed improvements and existing drainage patterns utilizing Chapter 2 of the SUDAS Design Manual. Resolve potential conflicts with underground utilities and other design elements. Vertical Profiles are not developed as part of this task.

Traffic Signal Design (N Sheets)

The preliminary plans will include traffic signal pole layout and major equipment layout. This task also includes gathering information on the type of equipment to be used for the project using available design standards of the City, and the Manual on Uniform Traffic Control Devices (MUTCD). Preliminary traffic signal layout is anticipated at the following intersections:

2019 Improvements Temporary Traffic Signal: Ridgeway Avenue and Nordic Drive

Preliminary Sanitary Sewer and Water Main Design (O Sheets)

This task consists of the development of preliminary sanitary sewer and water main plan and profile sheets that will show the existing topography, proposed improvements, sewer profile, flow line and rim elevations, utility access locations, water main profile, hydrant and valve locations.

It is assumed that only minor adjustments to the sanitary sewer utility accesses and hydrant and valve assemblies will be required.

Roadway Lighting Photometric Plan (P Sheets)

This task consists of selection of lighting poles and fixture types, design and drawing preparation of a preliminary layout, preparation of photometric analysis and reports. This task does not include any electrical circuit design. The Consultant will work closely with the City and CFU to ensure that the proposed lighting system is compatible with the overall project design, and that it will meet the needs of the City.

Preliminary Removal Plan (R Sheets)

This item consists of preliminary layout of the project removal plan.

Preliminary Sidewalk Plan (S Sheets)

Develop preliminary curb ramp layout and accessible curb ramp design in accordance with Chapter 12 of Iowa SUDAS Design Manual. Design ramp geometric configurations alternatives, identify surface requirement, review general horizontal curb openings, cross slopes, running slope, and identify sidewalk width and passing space within the corridor.

Preliminary Special Construction Details (U Sheets)

This task consists of preliminary design and drafting associated with special project details.

Preliminary Roadway Culvert - Type, Size and Location (TS&L) Plans (V Sheets)

Prepare a limited layout (1"=20' scale) Type, Size, and Location (TS&L) plans for proposed major drainage structures at the intersection of Ridgeway Avenue and IA 58 intersection. This task includes a Situation Plan and a General Elevation consisting of a cross/longitudinal section perpendicular/along the roadway centerline at the roadway culvert.

Detailed Cross Sections (W, X, Y Sheets)

This task consists of the design and drafting associated with the assembly of detailed cross sections (50' increments) to illustrate typical conditions, drainage designs, and non-typical conditions as needed for guidance during design, review, and quantity estimating purposes.

Task 2 - Preliminary Field Review

A field review will be conducted to discuss key issues and design concepts, including drainage, access control, traffic control/stage construction and right of-way. The review will determine the completion of the plan design, identify needed adjustments to minimize potential property impact and confirm the proposed staging plans. Revisions will be noted for preparation of the final design. Completion of the field review will allow preparation for Final Plans.

Task 3 - Budget Review

The Consultant shall prepare a preliminary opinion of probable construction cost for the project and compare the cost to the City's current Project budget. The Consultant shall if necessary make recommendations pertaining to modifications in the Project in order to address budgetary concerns. Preliminary cost estimates shall be based on representative major project elements and recent bid information. Detailed quantity takeoffs will not be developed for the preliminary cost estimate.

Task 4 - Quality Control

Involve ongoing quality control input from the Project Team and the design engineer's senior technical staff throughout the development of preliminary plans. The design engineer is responsible for making specific recommendations and ensuring that critical issues are discussed and resolved prior to submittal of the preliminary plan set to the Project Team.

Review the preliminary engineering plan set for technical accuracy, as well as for general constructability and conformance with the project design criteria.

**E. Final Design**

Based upon approved preliminary design, field exam, and public informational meeting, the Consultant shall subsequently proceed with final design, contract drawings, specifications and opinion of probable construction costs for the award of a single Contract for the construction of the proposed improvements. The work tasks to be performed include the following:

Task 1 - Incorporate Comments from Preliminary Plan Review and Field Exam

The Consultant will respond to comments resulting from the preliminary plan review and field exam. Recommended modifications will be incorporated into the plan set. The Consultant will revise preliminary construction plans and special provisions to incorporate City and utility company comments.

Task 2 - Final Construction Plans

The Consultant shall provide the City with the following deliverables:

Final Title Sheets (A Sheets)

This item consists of finalizing the title sheet. The title sheets will include the following: Index of Sheets, Legend, Location Map, Project Number and Design Traffic Data.

Final Typical Sections (B Sheets)

This item consists of final design and drafting of typical cross sections and standard details to be utilized for the improvements.

Final Quantities (C Sheets)

This item consists of final bid items to be included in the Project, as well as final quantity tabulations, and the development of the general notes and estimate reference information.

Final Plan and Profiles (D and E Sheets)

This item consists of the final design and drafting of roadway plan and profile sheets, including the detail information required for plan approvals, permitting, and construction of the proposed improvements. This task also consists of the final design and drafting for the installation of new utilities and utility adjustments that can be determined from coordination with the utility companies at the time of design.

Final Erosion Control Plan (EC Sheets)

This task consists of the development of erosion control sheets that show a draft pollution prevention plan, existing and proposed topography, location of proposed best management practices, and permanent surface restoration types.

Final Detour/Temporary Pavement (F Sheets) – Task not included.

Final Survey Reference (G Sheets)

This task consists of assembling reference ties to the plan control points and the benchmark data used to develop the plans and to be preserved throughout construction of the project.

This task also includes preserving any Government Corners that are found in the vicinity of the proposed construction.

Final Traffic Control/Staging, Pavement Markings Traffic Signing (J Sheets)

This item consists of final design and drafting of the traffic control, staging and permanent pavement marking plans.

Final Roundabout Plan and Profile (K Sheets)

This item consists of final design and drafting of jointing details, spot elevations, profiles and geometric layouts for the roundabout intersections.

Final Geometric Staking, Jointing, and Edge Profiles (L Sheets)

This item consists of the final design and drafting of jointing details, spot elevations, and geometric layouts for all non- typical pavement areas.

Final Landscaping Plans (LS-Sheets)

This item consists of the final design and drafting of landscaping plans.

Final Design of Storm Drainage Systems (M Sheets)

This item consists of final design and drafting of storm sewers, storm sewer inlets, manholes, open ditches, culverts, and other storm drainage related facilities for the Project.

Final Traffic Signal Design (N Sheets)

This task consists of the final design and drafting of permanent and temporary traffic signals. Included in this task will be the signal layout plans, wiring diagrams, major equipment, poles, signal heads, quantities, special provisions, underground interconnect, and other elements of the traffic signal installations, as necessary, to accommodate the roadway design, as well as proposed phasing and timing of traffic signals.

2019 Improvements Temporary Traffic Signal: Ridgeway Avenue and Nordic Drive

Final Sanitary Sewer and Water Main Plan and Profiles (O Sheets)

This task consists of the final design of the sanitary sewer and water main plan and profile sheets that will show the existing topography, proposed improvements, sewer profile, flow line and rim elevations, utility access locations, water main profile, hydrant and valve locations.

Roadway Lighting Plans (P Sheets)

This task consists of final design and drafting of the photometric plan and locations of poles on the drawings. Included in this task will be circuit design, utility service location, equipment location, schedule of materials to be provided by utility company is not included as part of this scope of services.

Final Removal Plan (R Sheets)

This task consists of final design and drafting of final removal plan sheets.

Final Sidewalk Plan (S Sheets)

Develop final curb ramp layout and accessible curb ramp design in accordance with Chapter 12 of Iowa SUDAS Design Manual. Finalize ramp geometric configurations and calculate horizontal curb openings, cross slopes, running slope, and label sidewalk width and passing space within the corridor.

Final Soils Design (T Sheets)

This task consists of final design and drafting of the soils information and earthwork quantities.

Final Construction Details (U Sheets)

This item consists of the final design and drafting of special project details not covered in other items. Included are such items as special grading details, channel grading, culvert details not included in the standard drawings, special storm sewer or manhole details not included in the standard drawings, special paving details, and other required miscellaneous details found to be required for completion of the project.

Final Culvert Plans (V Sheets) – Task not included.

Final Design Cross-Sections (W Sheets)

This item consists of the final design and drafting of individual cross sections for the project. Cross sections will be designed and drawn at 50-foot maximum intervals, with additional cross-sections included as necessary. Cross sections will show the existing ground elevations as well as the final project grading, including fore slope and back slope information, special sub-grade treatments, ditches, pavement replacement, and other pertinent information.

Task 3 - Project Permitting

The Consultant will assist the City in preparing applications for permits from governmental authorities that have jurisdiction to approve the design of the project and participate in consultations with such authorities, as necessary. The Consultant shall prepare the following documents for the project (if applicable):

- IDNR Water Supply Section, Construction Permit Application
- IDNR NPDES Stormwater Discharge Permit
- Notice of Publication

Any fees for construction permits, licenses or other costs associated with permits and approvals shall be the responsibility of the City. The Consultant shall provide technical criteria, written descriptions and design data for the City's use in filing the applications for permits. The Consultant shall prepare the permit applications and other documentation.

Task 4 - Project Manual

The task consists of preparation of a Project Manual utilizing the standard City front-end documents, including Notice of Hearing and Letting, Instruction to bidders, Bid forms, Bond Forms, Agreement Forms, General Conditions of Construction Contract, Supplementary General Conditions, and Detailed Construction Specifications. Also, the Statewide Urban Design and Specifications shall be utilized for this project.

Task 5 - Opinion of Probable Construction Cost

The Consultant shall prepare a preliminary Opinion of Probable Construction Cost for the Project. An updated Opinion of Probable Construction Cost shall be prepared at the time of completion of the plans and specifications. The Opinion of Probable Construction Cost is intended for the use of the City in financing the Project.

Task 6 - Quality Control

Involve ongoing quality control input from the Project Team and the design engineer's senior technical staff throughout the development of final plans. The design engineer is responsible for making specific recommendations and ensuring that critical issues are discussed and resolved prior to submittal of the preliminary plan set to the Project Team.

**F. Project Bidding**

The Consultant will coordinate and manage the letting process for the project. The work tasks to be performed or coordinated by the Consultant shall include the following:

Task 1 - Printing of Plans and Specifications

This task consists of printing and handling of the Plans and Specifications. For budget purposes it is estimated that ten (10) half-size (11"x17") plan sets and specifications will be duplicated and assembled by the Consultant. This task also includes dissemination of the contract documents and maintaining a plan holders list during the bidding phase.

Task 2 - Notice of Project

The Consultant shall prepare of the formal Notice of Hearing and Letting. The City shall handle publication of the Notice of Hearing and Letting. The Consultant shall also prepare and disseminate an informal notice to contractors concerning the upcoming Project.

Task 3 - Plan Clarification and Addenda

The Consultant shall be available to answer questions from contractors prior to the letting and shall issue addenda as appropriate to interpret, clarify or expend the bidding documents.

Task 4 - Letting, Bid Tabs, and Award Recommendation

The Consultant shall be a representative present when the bids and proposals are opened, shall make tabulations of bid for the Owner, shall advise the Owner on the responsiveness of the bidders and assist the Owner in making the award of contract, including preparation of necessary contract documents.

**G. Traffic Operations Assistance – Post Construction 2019 Improvements**

Following construction of the proposed improvements, installation of the temporary traffic signal on Ridgeway Avenue and Nordic Drive and the opening of Mills Fleet Farm, the Consultant will perform the following tasks to assist the City in the calibration of traffic signal operations between the Nordic Drive and IA58 on Ridgeway Avenue.

Task 1 – Traffic Data Collection

Collect turning movement traffic volumes for AM and PM peak hour and off-peak hour (noon) at the following intersection:

- Ridgeway Avenue and Nordic Drive
- Ridgeway Avenue and IA58

Quantity and review data for incorporation into traffic model.

Task 2 – Traffic Analysis

Complete a traffic SYNCHRO analysis based on the collect traffic count information and develop a set of optimize traffic signal timings for the AM and PM peak hour and off-peak hour (noon) at the following intersection:

- Ridgeway Avenue and Nordic Drive
- Ridgeway Avenue and IA58

Supply traffic signal timing plans to the City to implement.

Task 3 – Field Review

Complete field review with City staff to assess signal timing plans. Recommend adjustments based on field operations for City staff to implement.

## **II. PROJECT DELIVERABLES**

The scope of services shall be considered complete upon completion and delivery of the following items to the satisfaction of the City:

- One (1) set of the original Final Construction drawings (half-size 11"x17") and Final Project Manual for Phase 1 Road Improvements (2019 improvements) of the project.
- Permanent and Temporary Easement Plats (3 copies of original signed plats)

### **ADDITIONAL SERVICES:**

Additional Services are *not* included in this Agreement. If authorized under a Supplemental Agreement the Consultant shall furnish or obtain from others the following services:

- 1.) Real Estate Acquisition Services
- 2.) Environmental Evaluation, Documentation and Mitigation
- 3.) Geotechnical Exploration
- 4.) Subsurface Utility Investigations
- 5.) Construction Period Services

### **CITY'S RESPONSIBILITIES:**

The City shall provide the following:

1. Provide existing utility plans and studies.
2. Provide existing street and utility plans/record drawings and utility maps for the project area.
3. Provide existing topographic base mapping, aerial photo images and other available electronic files pertinent to the Project.

## EXHIBIT A

### SCHEDULE

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The Consultant shall complete the following phases of the Project in accordance with the schedule shown; assuming notice to process is issued by the City on or before November 26, 2018. If notice to proceed is given at a later date, time of completion shall be extended accordingly.

Project Coordination	December 2018 – March 2019
Preliminary Design	December 2018 – February 2019
Right-of-Way Acquisitions (by City)	January 2019 – March 2019
Final Construction Documents	February 2019 – March 2019
Project Letting	March/April 2019



## Exhibit B

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***Ridgeway Avenue Reconstruction***  
**Cedar Falls, Iowa**  
**City Project Number: RC-293-3172**

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Original 12/13/11  
Revision 01/31/2017

### **INSURANCE REQUIREMENTS FOR CONTRACTORS FOR THE CITY OF CEDAR FALLS**

\*\*\* This document outlines the insurance requirements for all Contractors who perform work for the City of Cedar Falls. The term “contractor” as used in this document shall be defined as the general contractor, artisan contractor, or design contractor that will be performing work for the City of Cedar Falls under contract.

1. All policies of insurance required hereunder shall be with an insurer authorized by law to do business in Iowa. All insurance policies shall be companies satisfactory to the City and have a rating of A-, VII or better in the current A.M. Best Rating Guide.
2. All Certificates of Insurance required hereunder shall include the Cancellation & Material Change Endorsement. A copy of this endorsement is attached in Exhibit 1.
3. Contractor shall furnish a signed Certificate of Insurance to the City of Cedar Falls, Iowa for the coverage required in Exhibit 1. Such Certificates shall include copies of the following endorsements:
  - a) Commercial General Liability policy is primary and non-contributing
  - b) Commercial General Liability additional insured endorsement – See Exhibit 1
  - c) Governmental Immunities Endorsement – See Exhibit 1

Copies of additional insured endorsements, executed by an authorized representative from an Insurer duly licensed to transact business at the location of the jobsite, must be provided prior to the first payment.

Contractor shall, upon request by the City, provide Certificates of Insurance for all subcontractors and sub-sub contractors who perform work or services pursuant to the provisions of this contract.

4. Each certificate shall be submitted to the City of Cedar Falls.

5. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Cedar Falls. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.

6. Failure of the Contractor to maintain the required insurance shall constitute a default under this Contract, and at City's option, shall allow City to terminate this Contract for cause and/or purchase said insurance at Contractor's expense.

7. Contractor shall be required to carry the following minimum coverage/limits or greater, if required by law or other legal agreement; as per Exhibit 1:

- This coverage shall be written on an occurrence, not claims made form. All deviations or exclusions from the standard ISO commercial general liability form CG 001 shall be clearly identified and shall be subject to the review and approval of the City.
- Contractor shall maintain ongoing CGL coverage for at least 2 years following substantial completion of the Work to cover liability arising from the products-completed operations hazard and liability assumed under an insured contract.
- Governmental Immunity endorsement identical or equivalent to form attached.
- Additional Insured Requirement – See Exhibit 1.  
The City of Cedar Falls, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers shall be named as an additional insured on General Liability Policies for all classes of contractors.

Contractors shall include coverage for the City of Cedar Falls as an additional insured including ongoing and completed operations coverage equivalent to: ISO CG 20 10 07 04\* and ISO CG 20 37 07 04\*\*

\* ISO CG 20 10 07 04 "Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization"

\*\* ISO CG 20 37 07 04 "Additional Insured – Owners, Lessees or Contractors – Completed Operations"

8. Errors & Omissions: If the contract's scope of services includes design work or other professional services, then Contractor shall maintain insurance coverage for errors, omissions and other wrongful acts or omissions (except for intentional acts or omissions), arising out of the professional services performed by Contractor. Contractor shall maintain continuous Errors & Omissions coverage for a period commencing no later than the date of the contract, and continuing for a period of no less than 2 years from the date of completion of all work completed or services performed under the contract. The limit of liability shall not be less than \$1,000,000.

9. Separation of Insured's Provision: If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

10. Limits: By requiring the insurance as set out in this Contract, City does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities provided to City in this Contract. The City will have the right at any time to require liability insurance greater than that otherwise specified in Exhibit 1. If required, the additional premium or premiums payable shall be added to the bid price.

11. Indemnification (Hold Harmless) Provision: To the fullest extent permitted by law, the Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for damages which may be asserted, claimed or recovered against or from the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa, including, but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property damages, which arises out of or is in any way connected or associated with the work and/or services provided by the Contractor to the City of Cedar Falls, Iowa pursuant to the provisions of this contract to the extent arising out of the errors, omissions or negligent acts of the Contractor, its agents, employees, subcontractors or others working on behalf of the Contractor. It is the intention of the parties that the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa shall not be liable or in any way responsible for the injury, damage, liability, loss or expense incurred by the Contractor, its officers, employees, subcontractors, and others affiliated with the Contractor due to accidents, mishaps, misconduct, negligence or injuries either in person or property resulting from the work and/or services performed by the

Contractor pursuant to the provisions of this contract, except for and to the extent caused by the negligence of the City of Cedar Falls, Iowa.

The Contractor expressly assumes full responsibility for damages or injuries which may result to any person or property by reason of or in connection with the work and/or services provided by the Contractor to the City of Cedar Falls, Iowa pursuant to this contract to the extent arising out of the errors, omissions or negligent acts of the Contractor, its agents, employees, subcontractors or others working on behalf of the Contractor, and agrees to pay the City of Cedar Falls, Iowa for all damages caused to the City of Cedar Falls, Iowa premises resulting from the work and/or services of the Contractor, its officers, employees, subcontractors, and others affiliated with the Contractor to the extent arising out of such errors, omissions or negligent acts.

The Contractor represents that its activities pursuant to the provisions of this contract will be performed and supervised by adequately trained and qualified personnel, and the Contractor will observe, and cause its officers, employees, subcontractors and others affiliated with the Contractor to observe all applicable safety rules.

12. Waiver of Subrogation: To the extent permitted by law, Contractor hereby releases the City of Cedar Falls, Iowa, its elected and appointed officials, its directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa, from and against any and all liability or responsibility to the Contractor or anyone claiming through or under the Contractor by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty and for any loss due to bodily injury to Contractor's employees. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this contract or arising out of the work performed under this contract. The Contractor's policies of insurance shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the Contractor to recover thereunder.

### **Completion Checklist**

- Certificate of Liability Insurance (2 pages)
- Additional Insured CG 20 10 07 04
- Additional Insured CG 20 37 07 04
- Governmental Immunities Endorsement

**EXHIBIT 1 – INSURANCE SCHEDULE**

**General Liability (Occurrence Form Only):**

Commercial General Liability	
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit (any one occurrence)	\$ 50,000
Medical Payments	\$ 5,000

**Automobile:** (Combined Single Limit) \$1,000,000

If the Contractor does not own any vehicles, coverage is required on non-owned and hired vehicles.

**Standard Workers Compensation**

Statutory for Coverage A	
Employers Liability:	
Each Accident	\$ 500,000
Each Employee – Disease	\$ 500,000
Policy Limit – Disease	\$ 500,000

**Umbrella:** \$3,000,000

The Umbrella/Excess Insurance shall be written on a per occurrence basis and if the Umbrella/Excess is not written on a follow form basis it shall have the same endorsements as required of the primary policy(ies).

**Errors & Omissions:** \$1,000,000

## **CITY OF CEDAR FALLS, IOWA ADDITIONAL INSURED ENDORSEMENT**

The City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, are included as Additional Insureds, including ongoing operations CG 2010 07 04 or equivalent, and completed operations CG 2037 07 04 or equivalent. See Specimens.

This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.

### **GOVERNMENTAL IMMUNITIES ENDORSEMENT (For use when including the City as an Additional Insured)**

1. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Cedar Falls, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Cedar Falls, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
3. Assertion of Government Immunity. The City of Cedar Falls, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Cedar Falls, Iowa.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Cedar Falls, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Cedar Falls, Iowa.

5. No Other Change in Policy. The insurance carrier and the City of Cedar Falls, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

**CANCELLATION AND MATERIAL CHANGES ENDORSEMENT**

Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: Risk Management Office, City of Cedar Falls, City Hall, 220 Clay Street, Cedar Falls, Iowa 50613. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached. Contractor agrees to furnish the City with 30 days advance written notice of cancellation, non-renewal, reduction in coverage and/or limits, and 10 days advance written notice of non-payment of premium.





POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 10 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):
Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**All terms and conditions of this policy apply unless modified by this endorsement.**

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 37 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):
Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at

the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

**All terms and conditions of this policy apply unless modified by this endorsement.**

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## Exhibit C

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### Ridgeway Avenue Reconstruction Cedar Falls, Iowa City Project Number: RC-293-3172

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2/9/12

#### **STANDARD TERMS AND CONDITIONS FOR CONTRACTS BETWEEN CONTRACTORS WHO PERFORM PROFESSIONAL SERVICES AND THE CITY OF CEDAR FALLS**

This document outlines the Standard Terms and Conditions for all Contractors who perform work or services for the City of Cedar Falls under a contract. The term, "Contractor," as used in this document, includes an engineer, an architect, and any other design professional providing professional services to the City of Cedar Falls, Iowa, under a contract (but excludes construction contractors).

1. This Contract may not be modified or amended except by a writing signed by an authorized representative of the City of Cedar Falls and of the Contractor.

2. Time is of the essence of this Contract.

3. Contractor shall be an independent contractor with respect to the services to be performed under this Contract. Neither Contractor nor its subcontractors, agents, or employees, shall be deemed to be employees or agents of the City.

4. Contractor shall perform all duties in accordance with all applicable federal, state and local laws and regulations.

5. If Contractor breaches this Contract, the City shall have all remedies available to it at law or in equity.

6. Severability. If any provision of this Contract is declared invalid, illegal, or incapable of being enforced by any court of competent jurisdiction, all of the remaining provisions of this Contract shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

7. Assignment. Contractor may not assign this Contract or any of its rights or obligations hereunder, without the prior written consent of the City, which consent may be withheld in the sole and absolute discretion of the City.

8. Survival of Obligations. All obligations and duties which by their nature extend beyond the term of this Contract shall survive the expiration or termination of this Contract.

9. Governing Law; Jurisdiction; Venue and Trial. This Contract shall be construed in accordance with, and all disputes hereunder shall be governed by, the laws

of the State of Iowa, excluding its conflicts of law rules. The parties hereto agree that the exclusive jurisdiction and venue shall be in the Iowa District Court for Black Hawk County, and in no other jurisdiction or location, and shall not be removed to federal court. The parties hereby agree to waive the right to trial by jury and agree to submit all disputes to a trial by judge alone. The parties agree that no disputes under this Contract shall be submitted to binding arbitration, but may be submitted to mediation by mutual consent of both parties.

10. Any failure of Contractor to comply with the Insurance Requirements for Contractors for the City of Cedar Falls set forth on Attachment A, shall constitute a default under this Contract.

11. Attorneys' Fees. In the event of litigation, the City shall under no circumstances be obligated for payment of any attorneys' fees of Contractor or any other party, arising out of such litigation.

12. Payment. Payment of Contractor's invoices shall be due no sooner than thirty (30) days from the date of invoice. In the event any invoices are not paid within thirty (30) days, the City shall pay interest thereon at the rate provided for by Section 668.13(3), Code of Iowa, computed monthly.

13. The City shall not be obligated to maintain confidentiality of Contractor documents or records that are furnished to the City if such documents are public records under the Iowa Open Records Law, Chapter 22, Code of Iowa, and the City shall have no responsibility to Contractor for disclosure of such records.

14. Under no circumstances shall the City waive any damages against the Contractor or any other party arising out of any breach of this Contract, whether consequential, indirect, special, or punitive damages.

15. Under no circumstances shall the Contractor's liability to the City be limited to any specific amount or sum, whether that amount is the compensation paid by the City to the Contractor under this Contract, or the dollar amount of coverage provided for in the Insurance Requirements for Contractors for the City of Cedar Falls, Attachment A.

16. No waiver of the City's subrogation rights against the Contractor or any other party shall conflict with the provisions of the City Insurance Requirements, Attachment A.

17. Limitations Period. There shall be no limitation, except as provided for by Iowa law, on the period of time within which the City may make any claim against the Contractor or other party under the provisions of this Contract.

18. This Contract shall not be binding on the City unless and until approved by the City Council of the City at a duly constituted meeting, and signed by the Mayor and City Clerk of the City.

19. Warranties. Contractor represents and warrants that all services furnished to the City under this Contract shall be furnished in a skilled and workmanlike

manner, in accordance with the degree of skill and care that is required by current, good and sound practices applicable to the Contractor's industry or profession, and as otherwise required by applicable law.

20. Force Majeure. Neither party to this Contract shall be liable to the other party for delays in performing the services, or for the direct or indirect cost resulting from such delays, that may result from acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party. Each party will take reasonable steps to mitigate the impact of any force majeure.



**DEPARTMENT OF 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*

**TO:** Honorable Mayor James P. Brown and City Council  
**FROM:** Terra Ray, Engineer Tech II  
**DATE:** November 14, 2018  
**SUBJECT:** W. 1<sup>st</sup> Street Reconstruction Project - Property Acquisitions  
 Project # RC-000-3118  
 State Project # STP-57-2(28)-2C-07

The City of Cedar Falls is working with the Iowa Department of Transportation on the reconstruction to W. 1<sup>st</sup> Street from Hudson Road to the Center/Franklin Street intersection. The project is in the final design phase, acquisitions of the necessary right of way needs are underway to meet the DOT and City's funding years for construction. The utilities and other infrastructure work will be started early next year. The road construction will take place in 2019-2020. This project includes a total reconstruction of the roadway from a four lane to a five lane facility. The project identifies the need for total acquisitions from three (3) properties and partial acquisitions from 68 properties.

Appraisals and offers are gradually being sent to the properties affected by this corridor reconstruction project. The owners of the following properties have accepted our offer.

Parcel #	Owner	Address	Acquisition Type
8	Kathleen L Anderson	1221 W. 1 <sup>st</sup> Street	Fee Permanent and Temporary Easement Tenant Agreements
10	Bonnie J Anderson	1209 W. 1 <sup>st</sup> Street	Fee Permanent and Temporary Easement Tenant Agreement
14	Joseph W Turner Patricia M Turner	1107 W. 1 <sup>st</sup> Street	Fee Permanent and Temporary Easement Tenant Agreement
17	Eric M Overmann Allison B Overmann	1021 W. 1 <sup>st</sup> Street	Fee Permanent and Temporary Easement

20	Douglas D Johnson	1009 W. 1 <sup>st</sup> Street	Fee Permanent and Temporary Easement Tenant Agreement Temporary Easement
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Attached is a map that identifies the location of these properties.

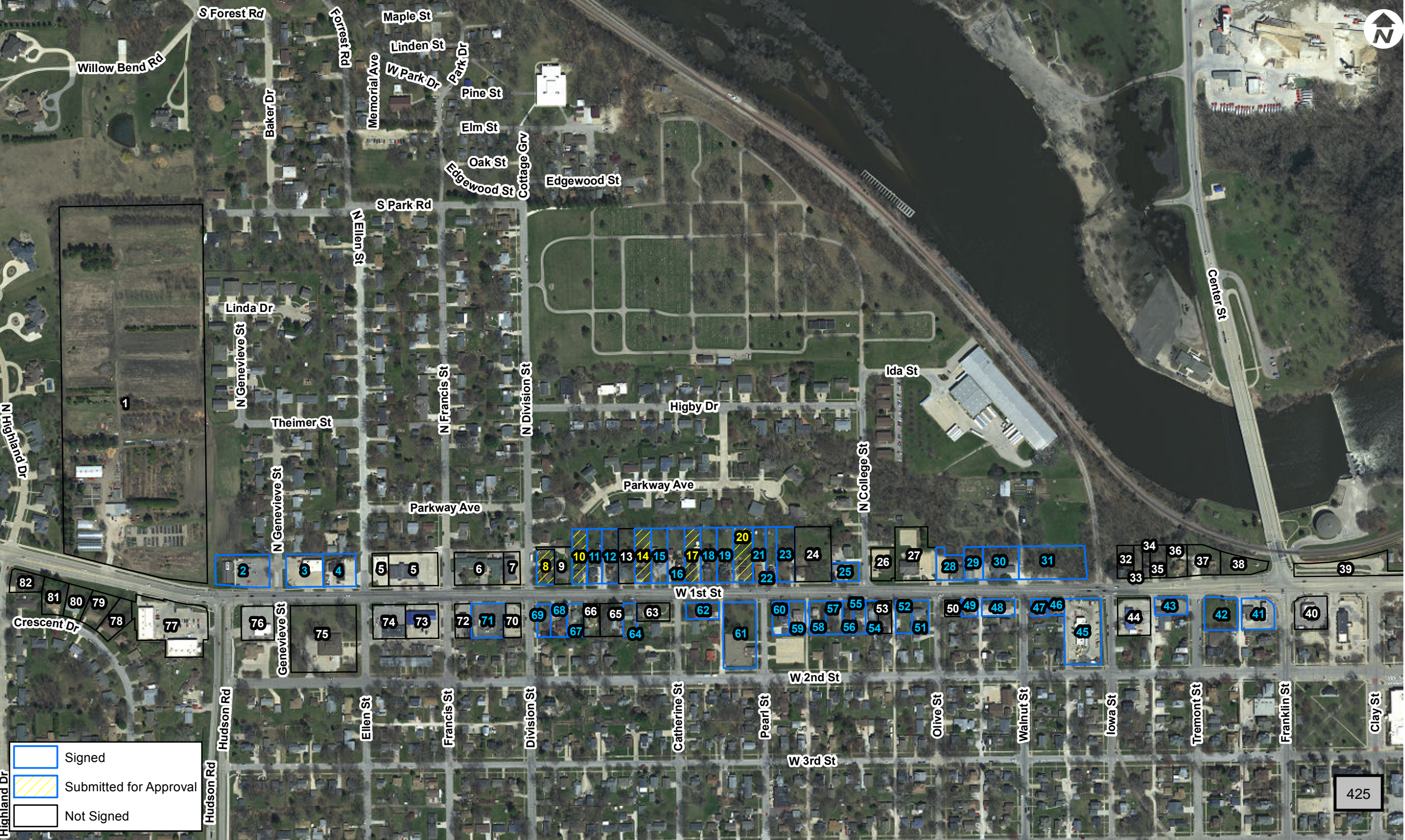
The City will use federal funds for the design and right of way portion of this project. Per an agreement with the DOT approved on August 7, 2017, the city will be the lead in property acquisition and design. All eligible project costs will be split 50% City and 50% DOT which includes engineering, right of way, construction and construction administration. The city signed as agreement with Snyder and Associates on September 5, 2017 for these services. Funds for this project are identified in the Cedar Falls Capital Improvements Program in FY18 and FY20 under item number 91. If approved, the City Attorney will prepare the necessary closing documents and staff will complete the acquisition process for these parcels.

Staff recommends that the City Council state their support in the form of a resolution approving the acquisitions and authorize the Mayor to execute the agreements for the W. 1<sup>st</sup> Street reconstruction project.

If you have any questions or need additional information, please feel free to contact me.

xc: Stephanie Sheetz, Director  
Jon Resler, City Engineer  
David Sturch, Planner III





-  Signed
-  Submitted for Approval
-  Not Signed

425

## CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

PROPERTY ADDRESS: 1221 W. 1<sup>st</sup> St. COUNTY TAX PARCEL NO.8914-11-228-031  
PARCEL NO. 8  
PROJECT NO. STP-57-2(28)-2C-07  
PROJECT NAME: West 1<sup>st</sup> St. / IA 57 PCC Pavement Reconstruction

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between Kathleen L. Anderson, Seller, and the City of Cedar Falls, Iowa, Buyer.

1. The Seller agrees to sell and furnish to the Buyer a warranty deed, permanent utility easement and temporary easement agreements, furnished by the Buyer, and the Buyer agrees to purchase the following real estate, or interest in real estate, hereinafter referred to as the premises, described as follows: **See Attached Exhibits**

FEE Acquisition  
See attached

Permanent Utility Easement  
See attached

Temporary Easement  
See attached

and which include the following improvements of whatever type situated on the premises:

\_\_\_\_\_.

2. The premises include the estates, rights, titles and interests, including easements, as are described herein. Seller consents to any change of grade of the street or highway which is adjacent to the premises, and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from the Buyer for all claims per the terms of this agreement and discharges the Buyer from liability because of this agreement and the construction of this public improvement project.
3. Possession of the premises is the essence of this agreement and the Buyer may enter and assume full use and enjoyment of the premises in accordance with the terms of this agreement. The Seller grants the Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. When Buyer has paid Seller the payment amount described in the following paragraph, and when Seller has executed and delivered a warranty deed/permanent easement agreement/ and/or temporary easement agreement(s) [strike inapplicable provisions], conveying title, or an interest in title, to the premises to Seller, as described in this agreement, Buyer shall then be entitled to immediate possession of the premises.
4. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title, or an

interest in title, as provided in this agreement, and to surrender physical possession of the premises as shown on or before the dates listed below.

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>17,664.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>17,700.00</u>	TOTAL LUMP SUM	

BREAKDOWN:      ac. = acres      sq. ft. = square feet

Land by Fee Title	<u>672</u> sq. ft.	\$ <u>6,048.00</u>
Permanent Utility Easement	<u>638</u> sq. ft.	\$ <u>2,871.0</u>
Temporary Easement	<u>638</u> sq. ft.	\$ <u>919.00</u>
Miscellaneous/Other	<u>paving/landscaping</u>	\$ <u>7,826.00</u>
Buildings		\$ _____
Severance Damages		\$ _____

5. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by Buyer. The Temporary Construction Easement shall terminate upon completion of the project.
6. The Seller warrants that there are no tenants on the premises holding under lease except: UNKNOWN.
7. This agreement shall apply to and bind the legal successors in interest of the Seller, and the SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession, as required by Section 427.2 of the Code of Iowa, and agrees to warrant good and sufficient title.

Names and address of lienholders are: \_\_\_\_\_

8. Each page and each attachment is by this reference made a part hereof and the entire agreement consists of 9 pages.
9. The Buyer may include mortgagees, lien holders, encumbrances and taxing authorities as payees on warrants as payment on the agreement. If this agreement involves a total taking, SELLER WILL furnish and deliver to the City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, an abstract of title to be updated, if requested by City. The abstract continued to date, or a title report obtained by the City if this agreement does not involve a total taking, must show merchantable title to the premises vested in Seller. Buyer agrees to pay the cost of any abstract continuation. SELLER AGREES to obtain court approval of this agreement, if requested by the Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to the Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.



BUYER'S APPROVAL

By: \_\_\_\_\_  
James P. Brown, Mayor (date)

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC (date)  
City Clerk

MUNICIPALITIES ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

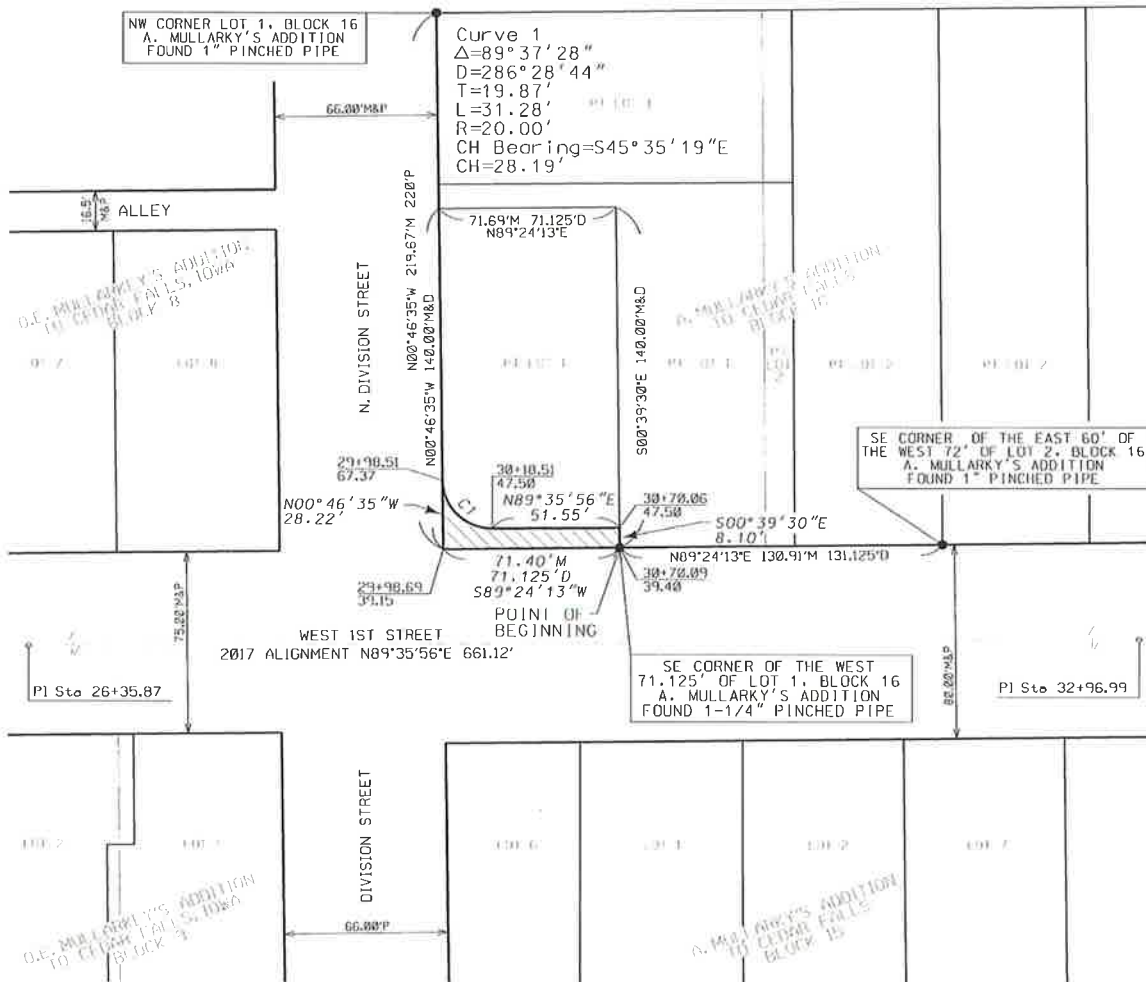
This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

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

**IOWA DEPARTMENT OF TRANSPORTATION  
ACQUISITION PLAT  
EXHIBIT "A"**

COUNTY BLACK HAWK STATE CONTROL NO. \_\_\_\_\_  
 PROJECT NO. STP-57-2(28)--2C-07 PARCEL NO. 8  
 SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST  
 ROW-FEE 672 S.F. AC, EASE \_\_\_\_\_ AC EXCESS-FEE \_\_\_\_\_ AC  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ MAIN LINE \_\_\_\_\_ SIDE  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ SIDE ROAD \_\_\_\_\_ SIDE  
 ACQUIRED FROM KATHLEEN L. ANDERSON

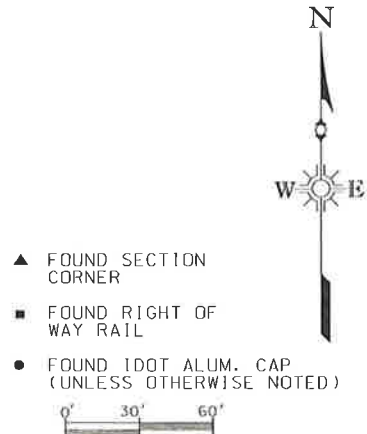
CITY OF CEDAR FALLS, IOWA



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

*Terry Coady* **2-18-2018**  
 TERRY COADY DATE:  
 License number 18643  
 My License Renewal Date is December 31, 2019  
 Pages covered by this seal: \_\_\_\_\_  
 EXHIBIT "A" ONLY

DATE REVISED \_\_\_\_\_  
 DATE DRAWN JANUARY 29, 2018



DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 8

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

A PART OF LOT 1 OF, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE WEST 71.125 FEET OF SAID LOT 1 OF, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS; THENCE SOUTH 89°24'13" WEST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 71.40 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 00°46'35" WEST ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 28.22 FEET; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 20.00 FEET, WHOSE ARC LENGTH IS 31.28 FEET AND WHOSE CHORD BEARS SOUTH 45°35'19" EAST, 28.19 FEET; THENCE NORTH 89°35'56" EAST, 51.55 FEET TO THE EAST LINE OF THE WEST 71.125 FEET OF SAID LOT 1; THENCE SOUTH 00°39'30" EAST ALONG SAID EAST LINE, 8.10 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.02 AC. (672 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

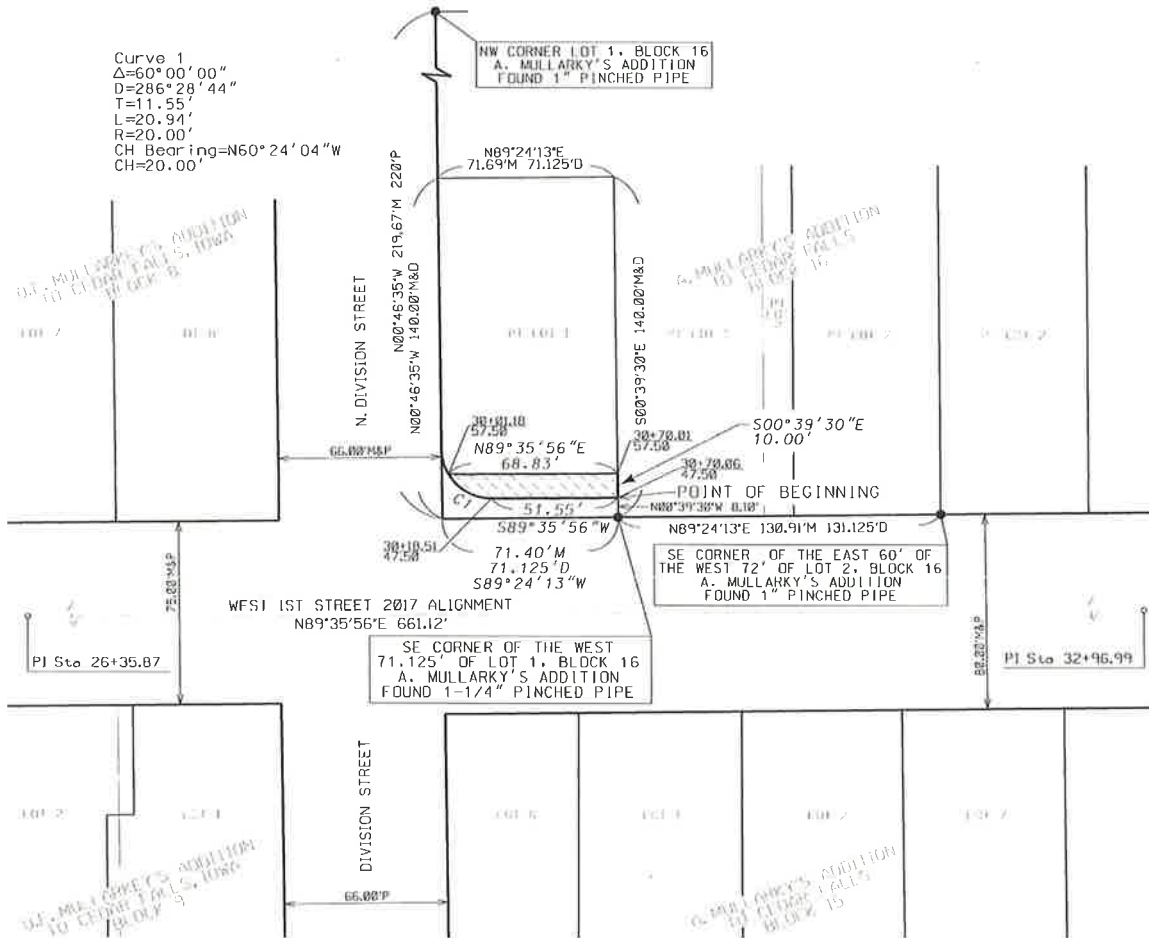
NOTE:


THE SOUTH LINE OF BLOCK 16 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH 89°24'13" EAST.

IOWA DEPARTMENT OF TRANSPORTATION  
ACQUISITION PLAT  
EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. \_\_\_\_\_  
PROJECT NO. STP-57-2(28)--2C-07 PARCEL NO. 8  
SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST  
ROW-FEE \_\_\_\_\_ AC. EASE 638 S.F.  EXCESS-FEE \_\_\_\_\_ AC  
ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ MAIN LINE \_\_\_\_\_ SIDE  
ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ SIDE ROAD \_\_\_\_\_ SIDE  
ACQUIRED FROM KATHLEEN L. ANDERSON

CITY OF CEDAR FALLS, IOWA  
EASEMENT ACQUIRED FOR PUBLIC UTILITY





I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

*Terry Coody*      2-18-2018

TERRY COODY      DATE:

License number 18643

My License Renewal Date is December 31, 2019

Pages covered by this seal: \_\_\_\_\_

EXHIBIT "A" ONLY



- ▲ FOUND SECTION CORNER
- FOUND RIGHT OF WAY RAIL
- FOUND 1DOT ALUM. CAP (UNLESS OTHERWISE NOTED)



DATE REVISED \_\_\_\_\_

DATE DRAWN JANUARY 29, 2018

SCALE 1" = 60'



DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 8

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

EASEMENT GRANTED FOR PUBLIC UTILITY DESCRIBED AS FOLLOWS:

A PART OF LOT 1 OF, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE WEST 71.125 FEET OF SAID LOT 1, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS; THENCE NORTH  $00^{\circ}39'30''$  WEST ALONG THE EAST LINE OF SAID WEST 71.125 FEET OF LOT 1, A DISTANCE OF 8.10 FEET TO THE POINT OF BEGINNING; THENCE SOUTH  $89^{\circ}35'56''$  WEST, 51.55 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 20.00 FEET, WHOSE ARC LENGTH IS 20.94 FEET AND WHOSE CHORD BEARS NORTH  $60^{\circ}24'04''$  WEST, 20.00 FEET; THENCE NORTH  $89^{\circ}35'56''$  EAST, 68.83 FEET TO SAID EAST LINE OF THE WEST 71.125 FEET OF LOT 1; THENCE SOUTH  $00^{\circ}39'30''$  EAST ALONG SAID EAST LINE, 10.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 AC. (638 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

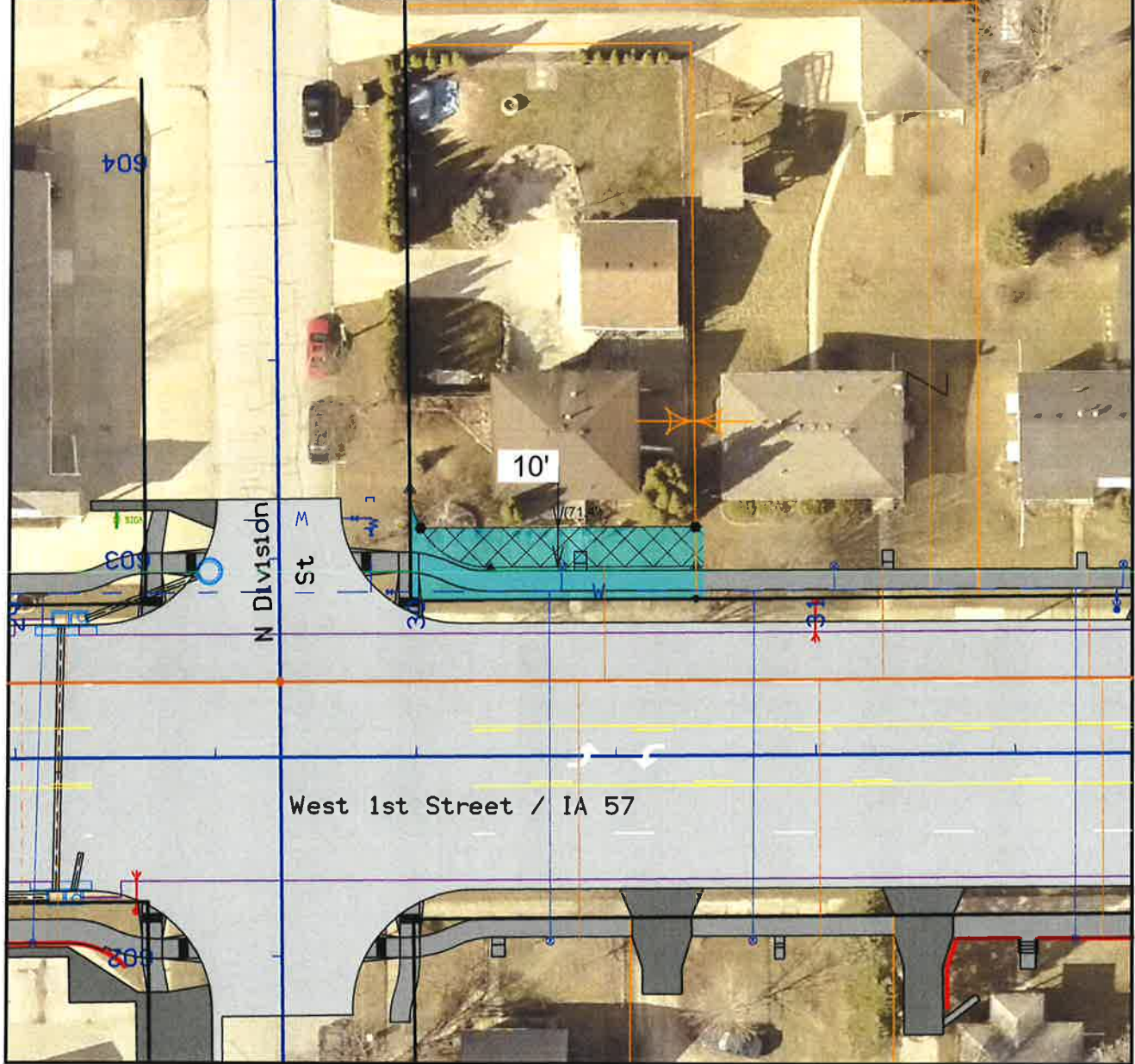
NOTE:

THE SOUTH LINE OF BLOCK 16 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH  $89^{\circ}24'13''$  EAST.

**LEGEND**

- PROPOSED TEMPORARY EASEMENT
- PROPOSED FEE TITLE
- PROPOSED PERMANENT EASEMENT \*
- PROPOSED ROADWAY
- PROPOSED SIDEWALK
- PROPOSED DRIVEWAY/PARKING LOT
- EXISTING RIGHT-OF-WAY
- LOT LINE
- PROPOSED STORM SEWER
- W PROPOSED WATER MAIN
- PROPOSED WATER SERVICE
- PROPOSED SANITARY SEWER
- PROPOSED SANITARY SERVICE
- RETAINING WALL

\* INCLUDES UNDERLYING TEMPORARY EASEMENTS



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION  
 PARCEL 8 - KATHLEEN L. ANDERSON

SCALE:  
 1" = 40'

DATE:  
 02/08/2018

PROJECT #:  
 STP-57-2(28)-2G-07



#PLTDRVL  
 #RENFILE  
 #SHEETNAME

WHEN RECORDED RETURN TO:  
City Clerk – City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613

Preparer Information: \_\_\_\_\_

### **PUBLIC UTILITY EASEMENT**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Kathleen L. Anderson, of the County of Black Hawk, State of Iowa, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, in hand paid by the City of Cedar Falls, Iowa, receipt of which is hereby acknowledged, do hereby sell, grant and convey unto the City of Cedar Falls, Iowa, a municipal corporation, in the County of Black Hawk, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement under, through, and across the following described real estate:

See Exhibit A Attached.

That the above described easement is granted unto the City of Cedar Falls, Iowa, for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining the following public improvements:

#### **Public Utility**

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.
2. Change of Grade Prohibited. Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.

3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.

4. Property to be Restored. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.

5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.

6. Easement Benefit. This Easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.

7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.

8. Approval by City Council. This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

9. Existing Structures, Plantings and Fencing. Grantor and its grantees, acknowledge the existing structures, plantings, and fencing remaining inside the Easement following construction of the West 1<sup>st</sup> Street Improvements Project may remain until such time use of the Easement area is needed by the City. Grantor and its grantees, further acknowledge should removal of existing structures, plantings, and fencing be required after the Project that these removals will be performed by the City, but the City is under no obligation to replace, or provide compensation for, any existing structures, plantings, and fencing removed from within the Easement area.

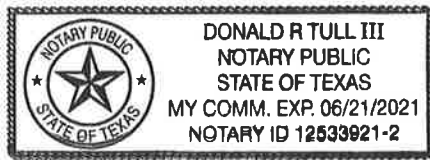
Grantor does hereby covenant that Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

IN WITNESS WHEREOF, we have hereunto affixed our hands this 15 day of Oct, 2018.

Kathleen L. Anderson 10-15-18  
Kathleen L. Anderson Date (spouse) Date

STATE OF ~~IOWA~~ Texas )  
COUNTY OF ~~BLACK HAWK~~ Harris ) ss:

This record was acknowledged before me on this 15 day of Oct, 2018, by Kathleen L. Anderson and N/A.



[Signature]  
Notary Public in and for the State of Iowa

ACCEPTANCE OF PUBLIC UTILITY EASEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Easement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
James P. Brown, Mayor

ATTEST

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

STATE OF IOWA )  
COUNTY OF BLACK HAWK ) ss:

I, Jacqueline Danielsen, MMC, City Clerk of the City of Cedar Falls, Iowa, do hereby certify that the foregoing Public Utility Easement was duly approved and accepted by the City Council of the City of Cedar Falls by by Resolution No. \_\_\_\_\_, passed on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, and this certificate is made pursuant to authority container in said Resolution.

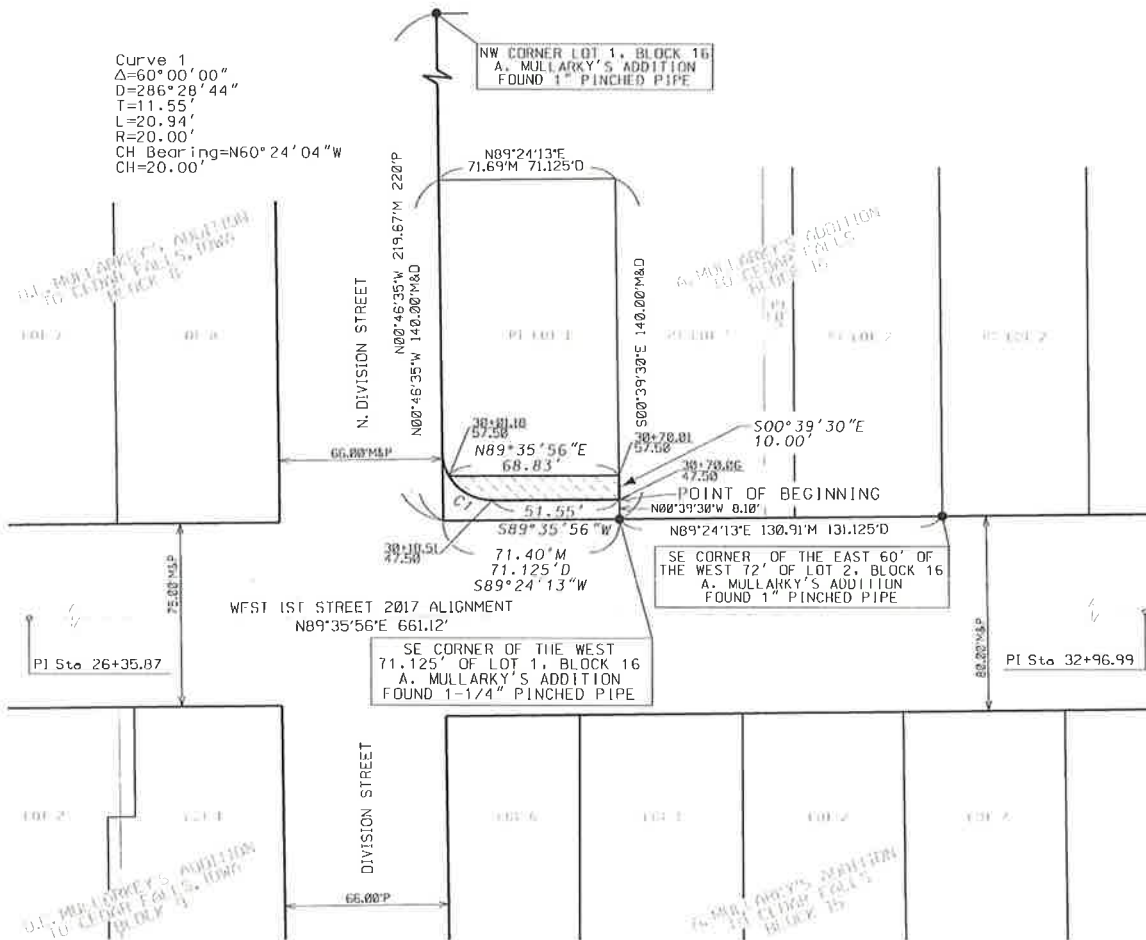
Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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

IOWA DEPARTMENT OF TRANSPORTATION  
ACQUISITION PLAT  
EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. \_\_\_\_\_  
PROJECT NO. STP-57-2(28)-2C-07 PARCEL NO. 8  
SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST  
ROW-FEE \_\_\_\_\_ AC, EASE 638 S.F.  EXCESS-FEE \_\_\_\_\_ AC  
ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ MAIN LINE \_\_\_\_\_ SIDE  
ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ SIDE ROAD \_\_\_\_\_ SIDE  
ACQUIRED FROM KATHLEEN L. ANDERSON

CITY OF CEDAR FALLS, IOWA  
EASEMENT ACQUIRED FOR PUBLIC UTILITY



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

*Terry Coady* 2-18-2018  
FERRY COADY DATE:  
License number 18643  
My License Renewal Date is December 31, 2019  
Pages covered by this seal: \_\_\_\_\_  
EXHIBIT "A" ONLY



- ▲ FOUND SECTION CORNER
- FOUND RIGHT OF WAY RAIL
- FOUND IDOT ALUM. CAP (UNLESS OTHERWISE NOTED)



DATE REVISED \_\_\_\_\_

DATE DRAWN JANUARY 29, 2018

SCALE 1" = 60'

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 8

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

EASEMENT GRANTED FOR PUBLIC UTILITY DESCRIBED AS FOLLOWS:

A PART OF LOT 1 OF, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

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PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

THE SOUTH LINE OF BLOCK 16 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH  $89^{\circ}24'13''$  EAST.

Prepared by: Snyder and Associates – 2727 SW Snyder Blvd. P.O. Box 1159, Ankeny, IA 50023  
Return to: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

### OWNER'S TEMPORARY GRADING EASEMENT FOR CONSTRUCTION

This instrument is made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by Kathleen L. Anderson, owner(s) (hereinafter referred to as GRANTOR(S)) of the following described property:

See Attached Legal Description on Temporary Easement Plat Map

WHEREAS, the owner(s) in fee simple of the real property known and described as set out above is the GRANTOR(S), and

WHEREAS, the City of Cedar Falls (hereinafter referred to as GRANTEE) proposes to grade, shape and seed improvements upon a portion of the above real property owned by the GRANTOR(S), and

WHEREAS, the GRANTOR(S) has agreed to grant to the GRANTEE, a Temporary Grading Easement for Construction for the purpose of grading, shaping and seeding, if applicable, upon a portion of the real property of the GRANTOR(S), for consideration of \$1.00 and other valuable consideration duly paid and acknowledged. It is agreed the temporary easement granted herein shall terminate upon completion of the Project and final acceptance of public improvements by the City Council.

THEREFORE, for the above consideration, the GRANTOR(S) hereby grants unto the GRANTEE the Easement and rights described below:

See Attached Temporary Grading Easement for Construction Exhibit,

which Easement and rights shall be binding upon the GRANTOR(S).

GRANTEE agrees to restore the easement area in a timely manner including, but not limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, upon completion of the construction or repairs.



Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

Kathleen L. Anderson 10-15-18  
Kathleen L. Anderson Date (spouse) Date

For an acknowledgment in an individual capacity:

State of Texas

County of Harris

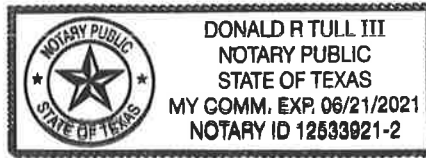
This record was acknowledged before me on Oct. 15, 2018

by Kathleen L. Anderson Name(s) of individual(s)

[Signature]  
Signature of notarial officer

Donald R. Tull III  
Printed name of notarial officer

June 21, 2021  
My commission expires



ACCEPTANCE OF EASEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Easement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
James P. Brown, Mayor

ATTEST

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

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

This instrument was acknowledged before me on \_\_\_\_\_, 2018, by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

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

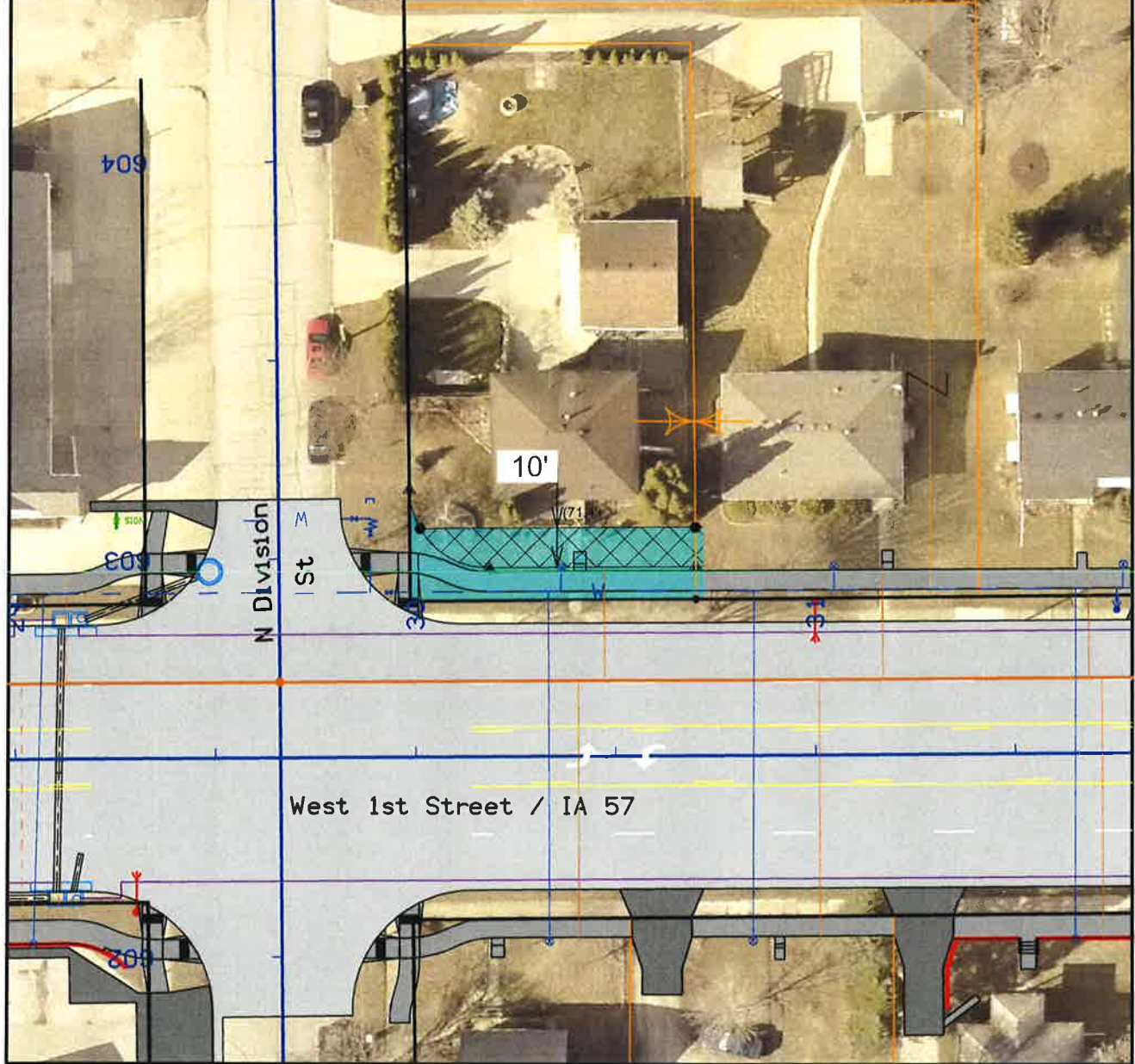
My Commission Expires:

\_\_\_\_\_

**LEGEND**

- PROPOSED TEMPORARY EASEMENT
- PROPOSED FEE TITLE
- PROPOSED PERMANENT EASEMENT \*
- PROPOSED ROADWAY
- PROPOSED SIDEWALK
- PROPOSED DRIVEWAY/PARKING LOT
- EXISTING RIGHT-OF-WAY
- LOT LINE
- PROPOSED STORM SEWER
- W PROPOSED WATER MAIN
- PROPOSED WATER SERVICE
- PROPOSED SANITARY SEWER
- PROPOSED SANITARY SERVICE
- RETAINING WALL

\* INCLUDES UNDERLYING TEMPORARY EASEMENTS



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION  
 PARCEL 8 - KATHLEEN L. ANDERSON

SCALE:  
 1" = 40'

DATE:  
 02/08/2018

PROJECT #:  
 STP-57-2(28)--2G-07



\$PLTDRVL\$  
 \$PENTBL\$  
 \$SHEETNAME\$

**CITY OF CEDAR FALLS  
TENANT PURCHASE AGREEMENT**

**Property Address:** 1221 W. 1<sup>st</sup> St. **County Tax Parcel No:** 8914-11-228-031  
**Parcel Number 8 Project Name:** West 1<sup>st</sup> Street Cedar Falls IA 57 Reconstruction Project  
**Project Number** STP-57-2(28)--2c-07

**THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between Josh Nelson, Seller and the City of Cedar Falls, Iowa, Buyer.**

1. Buyer agrees to buy and Seller hereby conveys Seller's leasehold interest in the following real estate, hereinafter referred to as the premises:

See Attached Legal Description of Acquisition Area  
See Attached Acquisition Plat  
See Attached Temporary Easement Area(s)

and more particularly described on page(s) 4-8, and all improvements of whatever type situated on the premises.

2. The Premises also includes all of the Seller's estates, rights, title and interests in any leaseholds, including easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project.

Seller is tenant on the property of the following owner: Kathleen L. Anderson

3. In consideration of Seller's conveyance of Seller's leasehold interest in the premises to Buyer, Buyer agrees to pay to Seller the sum of One Hundred Dollars (\$100.00). Seller agrees to surrender physical possession of the premises effective upon commencement of construction activity. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto.
4. Seller grants to the City a Fee Acquisition, Permanent and Temporary Easement as shown on the attached acquisition plat/temporary and permanent easement area plat. Any Temporary Construction Easement shall terminate upon completion of the project.
5. Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the premises per the terms of this agreement. Seller grants Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data.
6. This agreement shall apply to and bind the legal successors in interest of the Seller.
7. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by the Buyer.
8. This written agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.

9. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

None Known

10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

Josh Nelson                      10-22-18                      [Signature]  
Josh Nelson                      Date                      Name

For an acknowledgment in an individual capacity:

State of Iowa County of Black Hawk

This record was acknowledged before me on October 22, 2018

by \_\_\_\_\_ Name(s) of individual(s)

Marcie Breitbach  
Signature of notarial officer



Marcie Breitbach  
Printed name of notarial officer

April 28, 2019  
My commission expires

**BUYER'S APPROVAL**

By: \_\_\_\_\_  
James P. Brown, Mayor (date)

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC (date)  
City Clerk

**MUNICIPALITIES ACKNOWLEDGMENT**

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

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

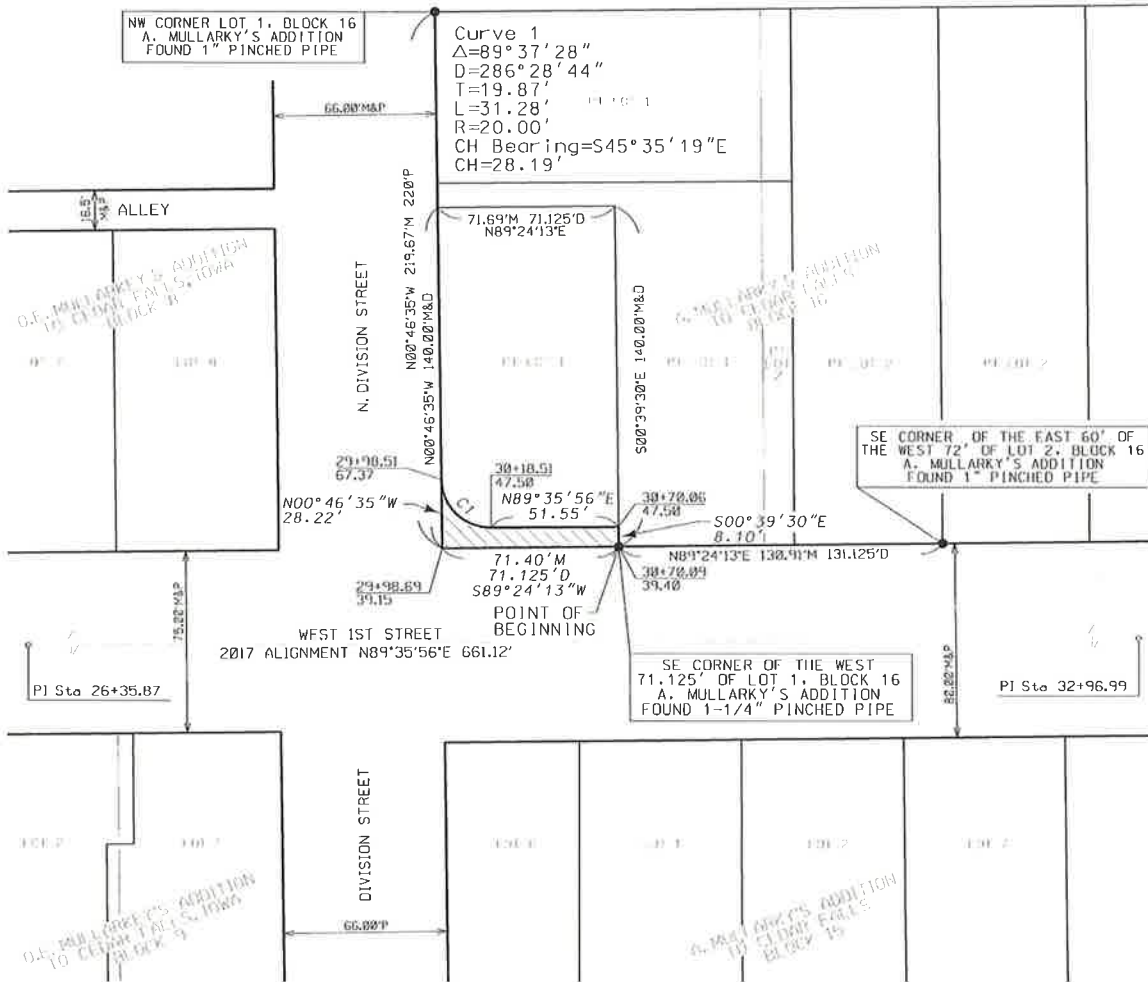
My Commission Expires:

\_\_\_\_\_

**IOWA DEPARTMENT OF TRANSPORTATION  
ACQUISITION PLAT  
EXHIBIT "A"**

COUNTY BLACK HAWK STATE CONTROL NO. \_\_\_\_\_  
 PROJECT NO. STP-57-2(28)-2C-07 PARCEL NO. 8  
 SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST  
 ROW-FEE 672 S.F.  AC, EASE \_\_\_\_\_ AC EXCESS-FEE \_\_\_\_\_ AC  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ MAIN LINE \_\_\_\_\_ SIDE  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ SIDE ROAD \_\_\_\_\_ SIDE  
 ACQUIRED FROM KATHLEEN L. ANDERSON

CITY OF CEDAR FALLS, IOWA



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

*Terry Coady* 2-18-2018  
 \_\_\_\_\_ DATE:  
 License number 18643  
 My License Renewal Date is December 31, 2019  
 Pages covered by this seal: \_\_\_\_\_  
 EXHIBIT "A" ONLY



- ▲ FOUND SECTION CORNER
- FOUND RIGHT OF WAY RAIL
- FOUND IDOT ALUM. CAP (UNLESS OTHERWISE NOTED)



DATE REVISED \_\_\_\_\_

DATE DRAWN JANUARY 29, 2018

SCALE 1" = 60'

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 8

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

A PART OF LOT 1 OF, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE WEST 71.125 FEET OF SAID LOT 1 OF, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS; THENCE SOUTH  $89^{\circ}24'13''$  WEST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 71.40 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH  $00^{\circ}46'35''$  WEST ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 28.22 FEET; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 20.00 FEET, WHOSE ARC LENGTH IS 31.28 FEET AND WHOSE CHORD BEARS SOUTH  $45^{\circ}35'19''$  EAST, 28.19 FEET; THENCE NORTH  $89^{\circ}35'56''$  EAST, 51.55 FEET TO THE EAST LINE OF THE WEST 71.125 FEET OF SAID LOT 1; THENCE SOUTH  $00^{\circ}39'30''$  EAST ALONG SAID EAST LINE, 8.10 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.02 AC. (672 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

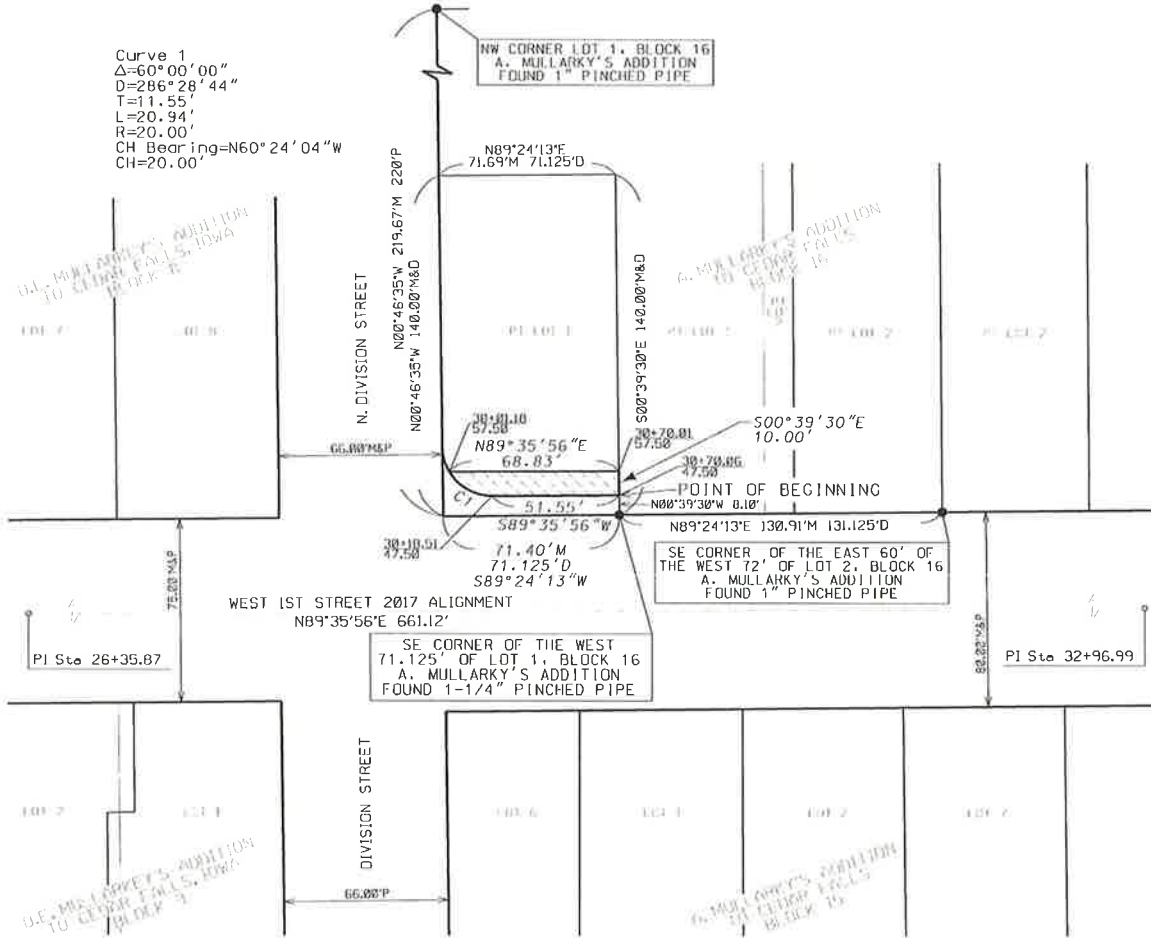
THE SOUTH LINE OF BLOCK 16 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH  $89^{\circ}24'13''$  EAST.



IOWA DEPARTMENT OF TRANSPORTATION  
ACQUISITION PLAT  
EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. \_\_\_\_\_  
PROJECT NO. STP-57-2(28)--2C-07 PARCEL NO. 8  
SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST  
ROW-FEE \_\_\_\_\_ AC, EASE 638 S.F.  EXCESS-FEE \_\_\_\_\_ AC  
ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ MAIN LINE \_\_\_\_\_ SIDE  
ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ SIDE ROAD \_\_\_\_\_ SIDE  
ACQUIRED FROM KATHLEEN L. ANDERSON

CITY OF CEDAR FALLS, IOWA  
EASEMENT ACQUIRED FOR PUBLIC UTILITY

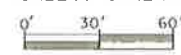


I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

*Terry Coady* 2-18-2018  
TERRY COADY DATE:  
License number 18643  
My License Renewal Date is December 31, 2019  
Pages covered by this seal: \_\_\_\_\_  
EXHIBIT "A" ONLY



- ▲ FOUND SECTION CORNER
- FOUND RIGHT OF WAY RAIL
- FOUND IDOT ALUM. CAP (UNLESS OTHERWISE NOTED)



DATE REVISED \_\_\_\_\_

DATE DRAWN JANUARY 29, 2018

SCALE 1" = 60'

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 8

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

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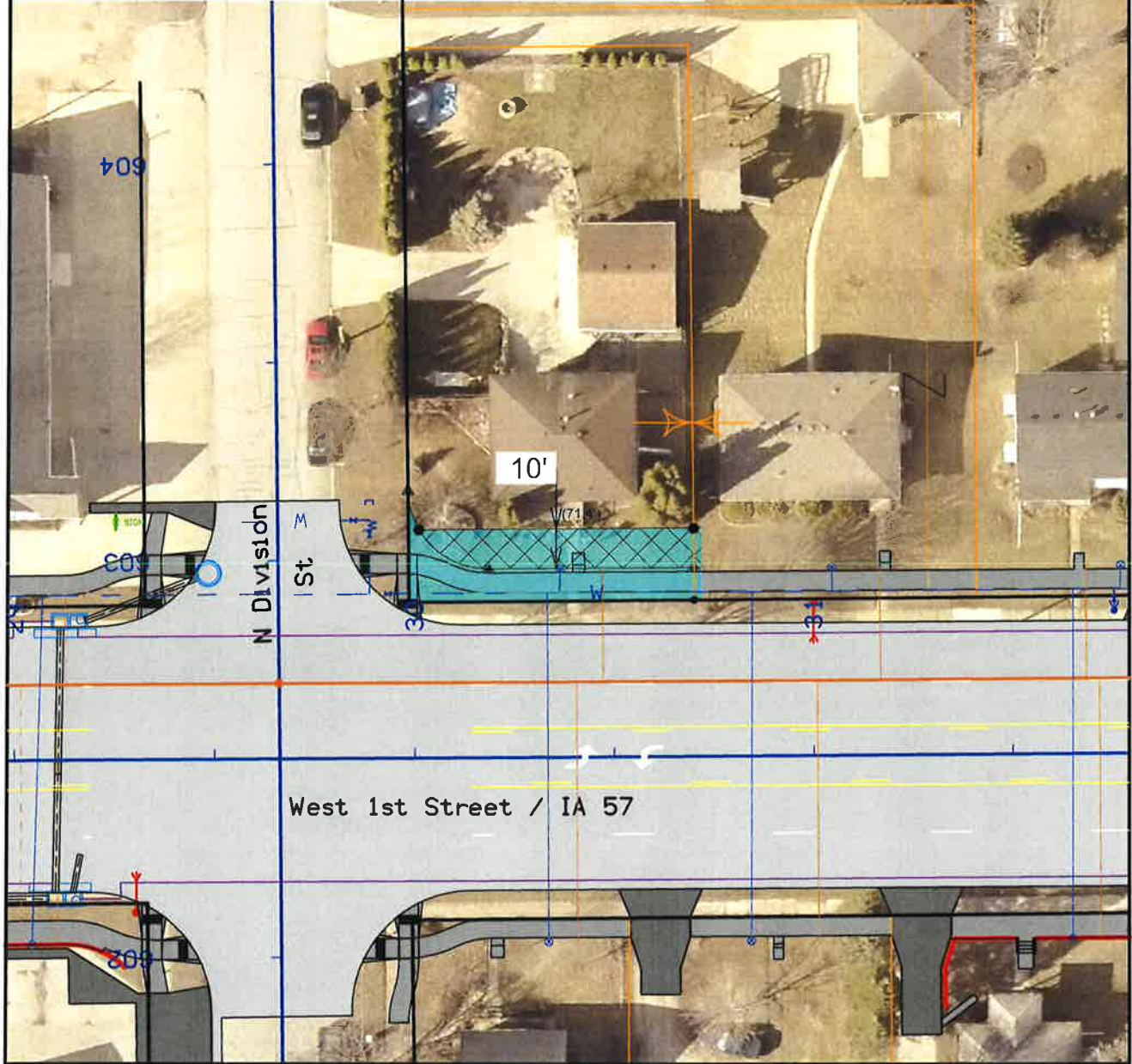
NOTE:

THE SOUTH LINE OF BLOCK 16 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH  $89^{\circ}24'13''$  EAST.

**LEGEND**

- PROPOSED TEMPORARY EASEMENT
- PROPOSED FEE TITLE
- PROPOSED PERMANENT EASEMENT \*
- PROPOSED ROADWAY
- PROPOSED SIDEWALK
- PROPOSED DRIVEWAY/PARKING LOT
- EXISTING RIGHT-OF-WAY
- LOT LINE
- PROPOSED STORM SEWER
- W PROPOSED WATER MAIN
- PROPOSED WATER SERVICE
- PROPOSED SANITARY SEWER
- PROPOSED SANITARY SERVICE
- RETAINING WALL

\* INCLUDES UNDERLYING TEMPORARY EASEMENTS



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION  
 PARCEL 8 - KATHLEEN L. ANDERSON

SCALE:  
 1" = 40'

DATE:  
 02/08/2018

PROJECT #:  
 STP-57-2(28) 00-07



**CITY OF CEDAR FALLS  
TENANT PURCHASE AGREEMENT**

**Property Address:** 1221 W. 1<sup>st</sup> St. **County Tax Parcel No:** 8914-11-228-031  
**Parcel Number 8 Project Name:** West 1<sup>st</sup> Street Cedar Falls IA 57 Reconstruction Project  
**Project Number** STP-57-2(28)--2c-07

**THIS AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between Shawn Anderson, Seller and the City of Cedar Falls, Iowa, Buyer.**

1. Buyer agrees to buy and Seller hereby conveys Seller's leasehold interest in the following real estate, hereinafter referred to as the premises:

See Attached Legal Description of Acquisition Area  
See Attached Acquisition Plat  
See Attached Temporary Easement Area(s)

and more particularly described on page(s) 4-8, and all improvements of whatever type situated on the premises.

2. The Premises also includes all of the Seller's estates, rights, title and interests in any leaseholds, including easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project.

Seller is tenant on the property of the following owner: Kathleen L. Anderson

3. In consideration of Seller's conveyance of Seller's leasehold interest in the premises to Buyer, Buyer agrees to pay to Seller the sum of One Hundred Dollars (\$100.00). Seller agrees to surrender physical possession of the premises effective upon commencement of construction activity. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto.
4. Seller grants to the City a Fee Acquisition, Permanent and Temporary Easement as shown on the attached acquisition plat/temporary and permanent easement area plat. Any Temporary Construction Easement shall terminate upon completion of the project.
5. Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the premises per the terms of this agreement. Seller grants Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data.
6. This agreement shall apply to and bind the legal successors in interest of the Seller.
7. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by the Buyer.
8. This written agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.

9. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

None Known

10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

[Signature]  
Shawn Anderson

10/22/18  
Date

Shawn Anderson  
Name

For an acknowledgment in an individual capacity:

State of Iowa County of BlackHawk

This record was acknowledged before me on October 22<sup>nd</sup>, 2018

by \_\_\_\_\_ Name(s) of individual(s)

[Signature]  
Signature of notarial officer



Marcie Breitbach  
Printed name of notarial officer

April 28, 2019  
My commission expires

BUYER'S APPROVAL

By: \_\_\_\_\_  
James P. Brown, Mayor (date)

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC (date)  
City Clerk

MUNICIPALITIES ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2018, by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

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

My Commission Expires:

\_\_\_\_\_



DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 8

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

A PART OF LOT 1 OF, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE WEST 71.125 FEET OF SAID LOT 1 OF, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS; THENCE SOUTH 89°24'13" WEST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 71.40 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 00°46'35" WEST ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 28.22 FEET; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 20.00 FEET, WHOSE ARC LENGTH IS 31.28 FEET AND WHOSE CHORD BEARS SOUTH 45°35'19" EAST, 28.19 FEET; THENCE NORTH 89°35'56" EAST, 51.55 FEET TO THE EAST LINE OF THE WEST 71.125 FEET OF SAID LOT 1; THENCE SOUTH 00°39'30" EAST ALONG SAID EAST LINE, 8.10 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.02 AC. (672 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

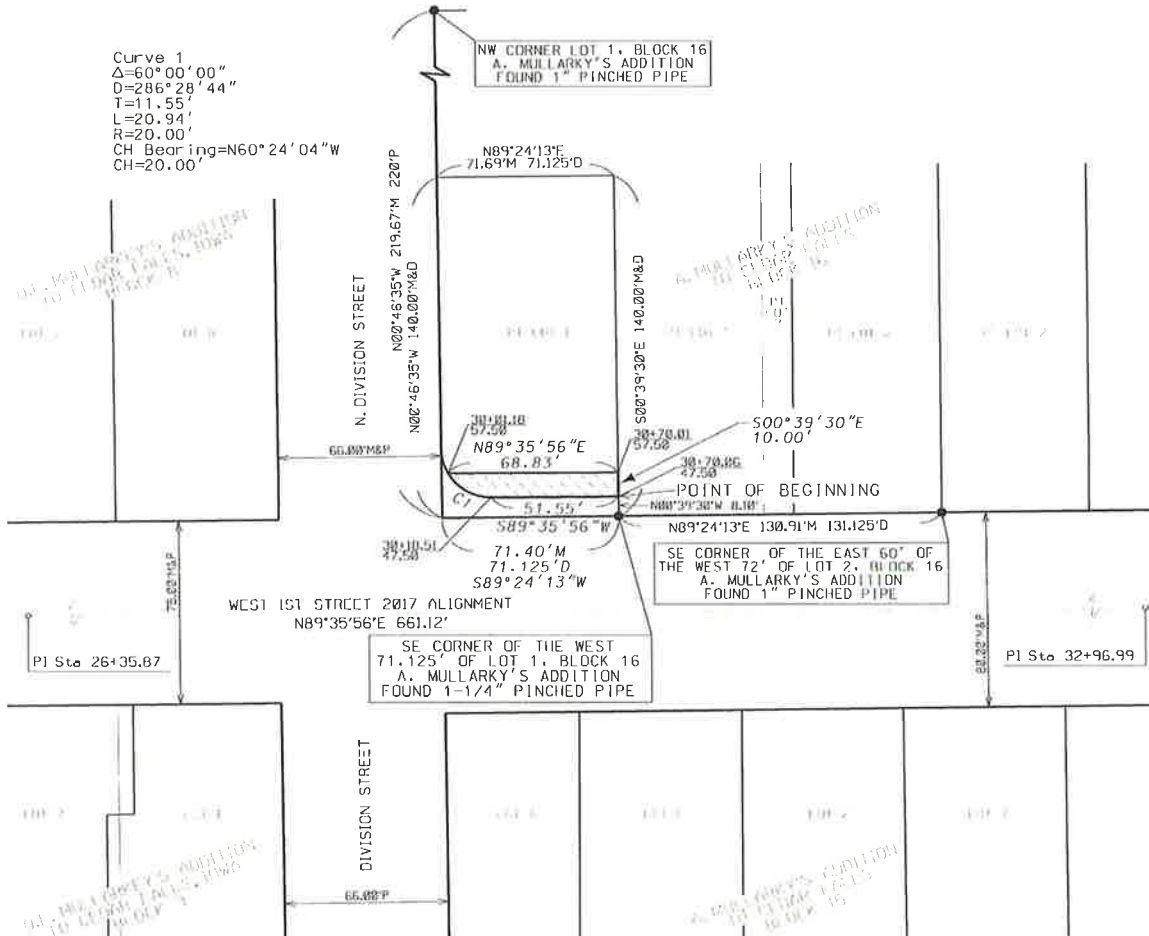
THE SOUTH LINE OF BLOCK 16 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH 89°24'13" EAST.




**IOWA DEPARTMENT OF TRANSPORTATION  
ACQUISITION PLAT  
EXHIBIT "A"**

COUNTY BLACK HAWK STATE CONTROL NO. \_\_\_\_\_  
 PROJECT NO. STP-57-2(28)--2C-07 PARCEL NO. 8  
 SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST  
 ROW-FEE \_\_\_\_\_ AC, EASE 638 S.F.  EXCESS-FEE \_\_\_\_\_ AC  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ MAIN LINE \_\_\_\_\_ SIDE \_\_\_\_\_  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ SIDE ROAD \_\_\_\_\_ SIDE \_\_\_\_\_  
 ACQUIRED FROM KATHLEEN L. ANDERSON

CITY OF CEDAR FALLS, IOWA  
 EASEMENT ACQUIRED FOR PUBLIC UTILITY





**TERRY CRADY**  
 License number 18643  
 My License Renewal Date is December 31, 2019  
 Pages covered by this seal: \_\_\_\_\_  
 EXHIBIT "A" ONLY

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

*Terry Crady*      2-18-2018  
 PERRY COUNTY      DATE:



- ▲ FOUND SECTION CORNER
  - FOUND RIGHT OF WAY RAIL
  - FOUND IDOT ALUM. CAP (UNLESS OTHERWISE NOTED)
- 0'      30'      60'

DATE REVISED \_\_\_\_\_  
 DATE DRAWN JANUARY 29, 2018 SCALE 1" = 60'

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 8

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

EASEMENT GRANTED FOR PUBLIC UTILITY DESCRIBED AS FOLLOWS:

A PART OF LOT 1 OF, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE WEST 71.125 FEET OF SAID LOT 1, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS; THENCE NORTH  $00^{\circ}39'30''$  WEST ALONG THE EAST LINE OF SAID WEST 71.125 FEET OF LOT 1, A DISTANCE OF 8.10 FEET TO THE POINT OF BEGINNING; THENCE SOUTH  $89^{\circ}35'56''$  WEST, 51.55 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 20.00 FEET, WHOSE ARC LENGTH IS 20.94 FEET AND WHOSE CHORD BEARS NORTH  $60^{\circ}24'04''$  WEST, 20.00 FEET; THENCE NORTH  $89^{\circ}35'56''$  EAST, 68.83 FEET TO SAID EAST LINE OF THE WEST 71.125 FEET OF LOT 1; THENCE SOUTH  $00^{\circ}39'30''$  EAST ALONG SAID EAST LINE, 10.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 AC. (638 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

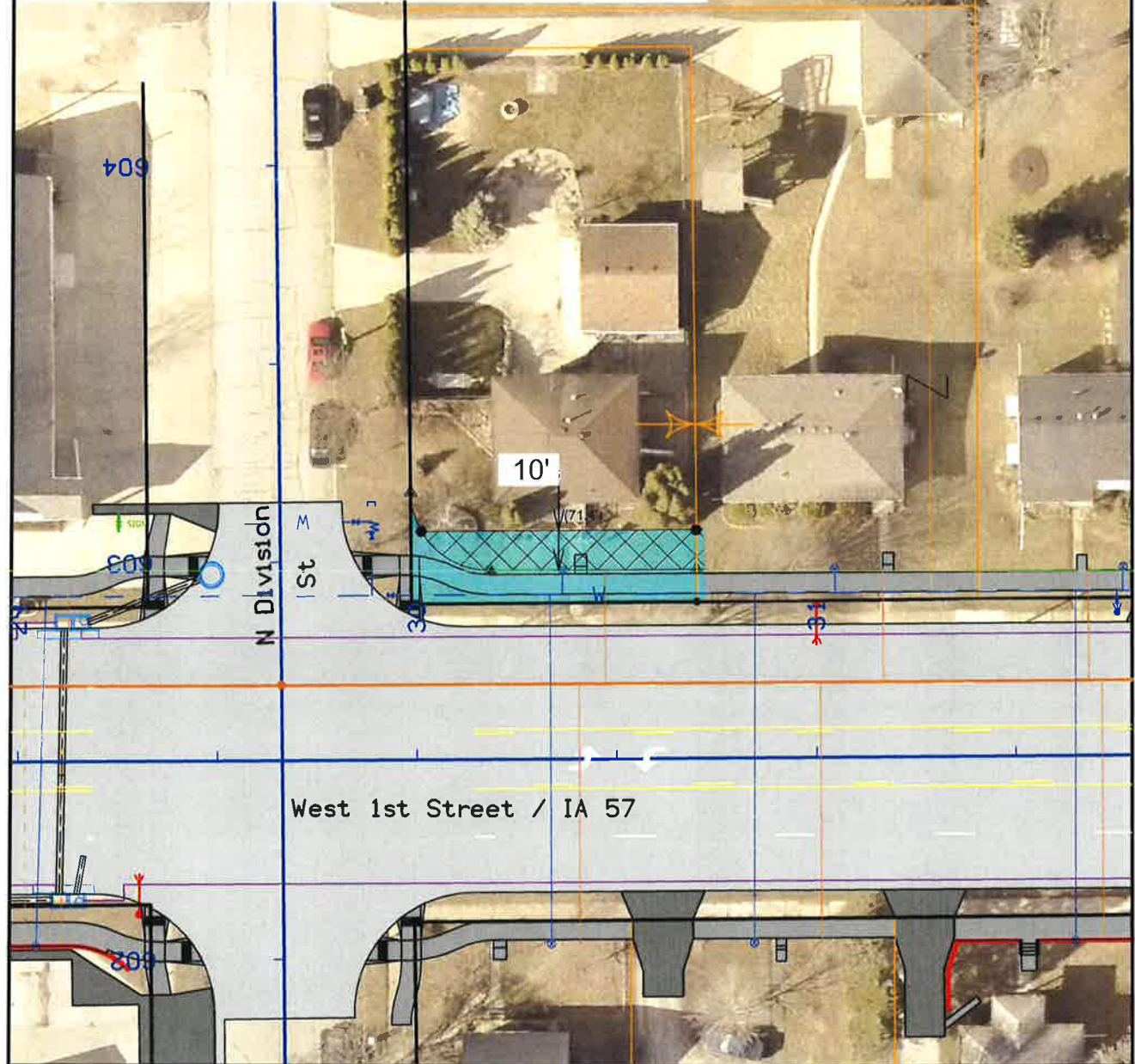
NOTE:

THE SOUTH LINE OF BLOCK 16 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH  $89^{\circ}24'13''$  EAST.

**LEGEND**

- PROPOSED TEMPORARY EASEMENT
- PROPOSED FEE TITLE
- PROPOSED PERMANENT EASEMENT \*
- PROPOSED ROADWAY
- PROPOSED SIDEWALK
- PROPOSED DRIVEWAY/PARKING LOT
- EXISTING RIGHT-OF-WAY
- LOT LINE
- PROPOSED STORM SEWER
- W PROPOSED WATER MAIN
- PROPOSED WATER SERVICE
- PROPOSED SANITARY SEWER
- PROPOSED SANITARY SERVICE
- RETAINING WALL

\* INCLUDES UNDERLYING TEMPORARY EASEMENTS



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION

PARCEL 8 - KATHLEEN L. ANDERSON

SCALE:  
1" = 40'

DATE:  
02/08/2018

PROJECT #:  
STP-57-2(28)-2G-07



#PLOTORVL  
#PENTBL  
#SHEETNAME

**CITY OF CEDAR FALLS  
TENANT PURCHASE AGREEMENT**

**Property Address:** 1221 W. 1<sup>st</sup> St. **County Tax Parcel No:** 8914-11-228-031  
**Parcel Number 8 Project Name:** West 1<sup>st</sup> Street Cedar Falls IA 57 Reconstruction Project  
**Project Number** STP-57-2(28)--2c-07

**THIS AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between Shana Phillips, Seller and the City of Cedar Falls, Iowa, Buyer.**

1. Buyer agrees to buy and Seller hereby conveys Seller's leasehold interest in the following real estate, hereinafter referred to as the premises:

See Attached Legal Description of Acquisition Area  
See Attached Acquisition Plat  
See Attached Temporary Easement Area(s)

and more particularly described on page(s) 4-8, and all improvements of whatever type situated on the premises.

2. The Premises also includes all of the Seller's estates, rights, title and interests in any leaseholds, including easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project.

Seller is tenant on the property of the following owner: Kathleen L. Anderson

3. In consideration of Seller's conveyance of Seller's leasehold interest in the premises to Buyer, Buyer agrees to pay to Seller the sum of One Hundred Dollars (\$100.00). Seller agrees to surrender physical possession of the premises effective upon commencement of construction activity. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto.
4. Seller grants to the City a Fee Acquisition, Permanent and Temporary Easement as shown on the attached acquisition plat/temporary and permanent easement area plat. Any Temporary Construction Easement shall terminate upon completion of the project.
5. Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the premises per the terms of this agreement. Seller grants Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data.
6. This agreement shall apply to and bind the legal successors in interest of the Seller.
7. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by the Buyer.
8. This written agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.

9. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

None Known

10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

Shana Phillips 10/22/18  
Shana Phillips Phillips Date

Shana Phillips  
Name

For an acknowledgment in an individual capacity:

State of Iowa County of Black Hawk

This record was acknowledged before me on October 22, 2018

by \_\_\_\_\_ Name(s) of individual(s)

Marcie Breitbach  
Signature of notarial officer

Marcie Breitbach  
Printed name of notarial officer

April 28, 2019  
My commission expires



**BUYER'S APPROVAL**

By: \_\_\_\_\_  
James P. Brown, Mayor (date)

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC (date)  
City Clerk

**MUNICIPALITIES ACKNOWLEDGMENT**

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2018, by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

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

My Commission Expires:

\_\_\_\_\_



DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 8

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

A PART OF LOT 1 OF, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE WEST 71.125 FEET OF SAID LOT 1 OF, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS; THENCE SOUTH 89°24'13" WEST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 71.40 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 00°46'35" WEST ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 28.22 FEET; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 20.00 FEET, WHOSE ARC LENGTH IS 31.28 FEET AND WHOSE CHORD BEARS SOUTH 45°35'19" EAST, 28.19 FEET; THENCE NORTH 89°35'56" EAST, 51.55 FEET TO THE EAST LINE OF THE WEST 71.125 FEET OF SAID LOT 1; THENCE SOUTH 00°39'30" EAST ALONG SAID EAST LINE, 8.10 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.02 AC. (672 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

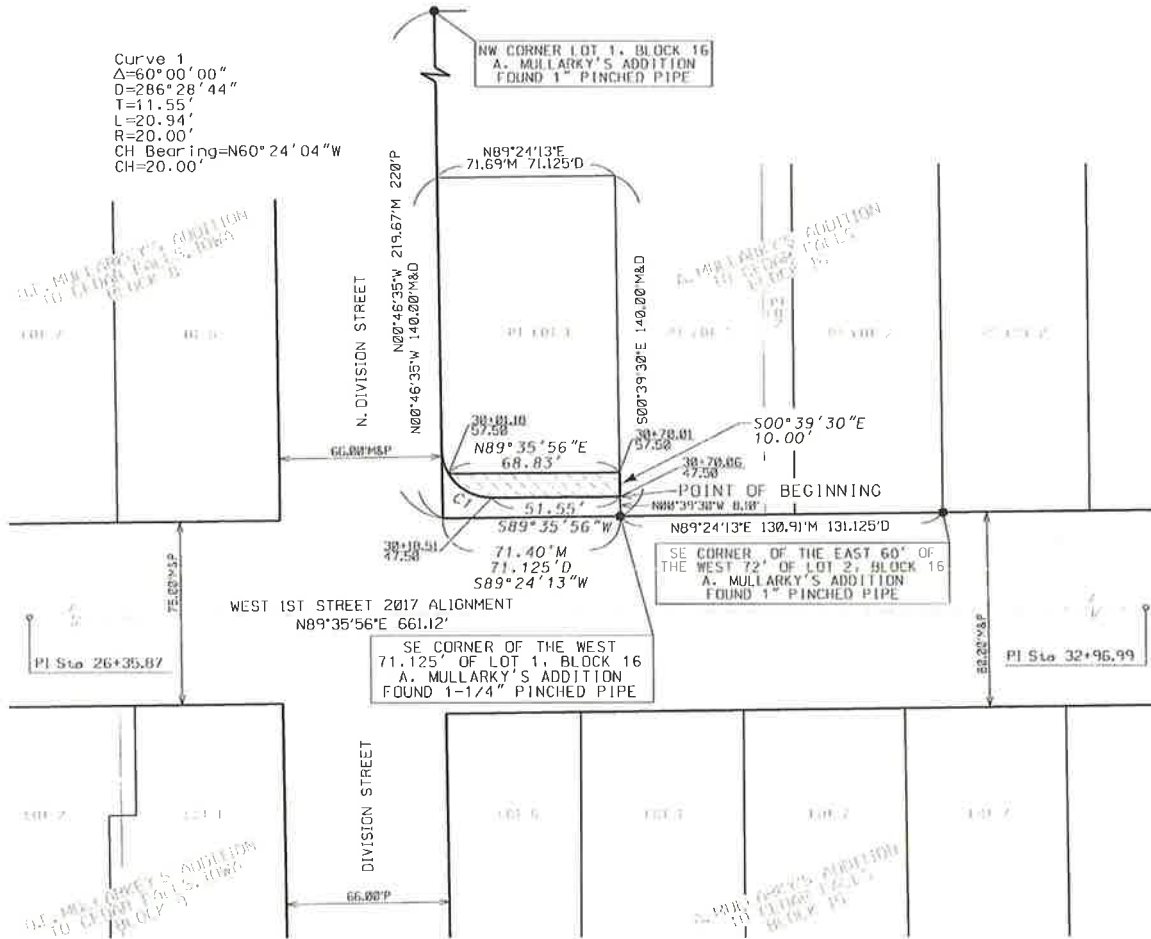
THE SOUTH LINE OF BLOCK 16 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH 89°24'13" EAST.




**IOWA DEPARTMENT OF TRANSPORTATION  
ACQUISITION PLAT  
EXHIBIT "A"**

COUNTY BLACK HAWK STATE CONTROL NO. \_\_\_\_\_  
 PROJECT NO. STP-57-2(28)-2C-07 PARCEL NO. 8  
 SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST  
 ROW-FEE \_\_\_\_\_ AC, EASE 638 S.F.  EXCESS-FEE \_\_\_\_\_ AC  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ MAIN LINE \_\_\_\_\_ SIDE \_\_\_\_\_  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ SIDE ROAD \_\_\_\_\_ SIDE \_\_\_\_\_  
 ACQUIRED FROM KATHLEEN L. ANDERSON

CITY OF CEDAR FALLS, IOWA  
 EASEMENT ACQUIRED FOR PUBLIC UTILITY



Curve 1  
 $\Delta=60^{\circ}00'00''$   
 $D=286^{\circ}28'44''$   
 $T=11.55'$   
 $L=20.94'$   
 $R=20.00'$   
 $CH \text{ Bearing}=N60^{\circ}24'04''W$   
 $CH=20.00'$



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

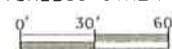
*Terry Cracy*      2-18-2018  
 \_\_\_\_\_ DATE:  
 License number 18643

My License Renewal Date is December 31, 2019

Pages covered by this seal: \_\_\_\_\_  
EXHIBIT "A" ONLY



- ▲ FOUND SECTION CORNER
- FOUND RIGHT OF WAY RAIL
- FOUND IDOT ALUM. CAP (UNLESS OTHERWISE NOTED)



DATE REVISED \_\_\_\_\_

DATE DRAWN JANUARY 29, 2018

SCALE 1" = 60'

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 8

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

EASEMENT GRANTED FOR PUBLIC UTILITY DESCRIBED AS FOLLOWS:

A PART OF LOT 1 OF, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE WEST 71.125 FEET OF SAID LOT 1, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS; THENCE NORTH 00°39'30" WEST ALONG THE EAST LINE OF SAID WEST 71.125 FEET OF LOT 1, A DISTANCE OF 8.10 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°35'56" WEST, 51.55 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 20.00 FEET, WHOSE ARC LENGTH IS 20.94 FEET AND WHOSE CHORD BEARS NORTH 60°24'04" WEST, 20.00 FEET; THENCE NORTH 89°35'56" EAST, 68.83 FEET TO SAID EAST LINE OF THE WEST 71.125 FEET OF LOT 1; THENCE SOUTH 00°39'30" EAST ALONG SAID EAST LINE, 10.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 AC. (638 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

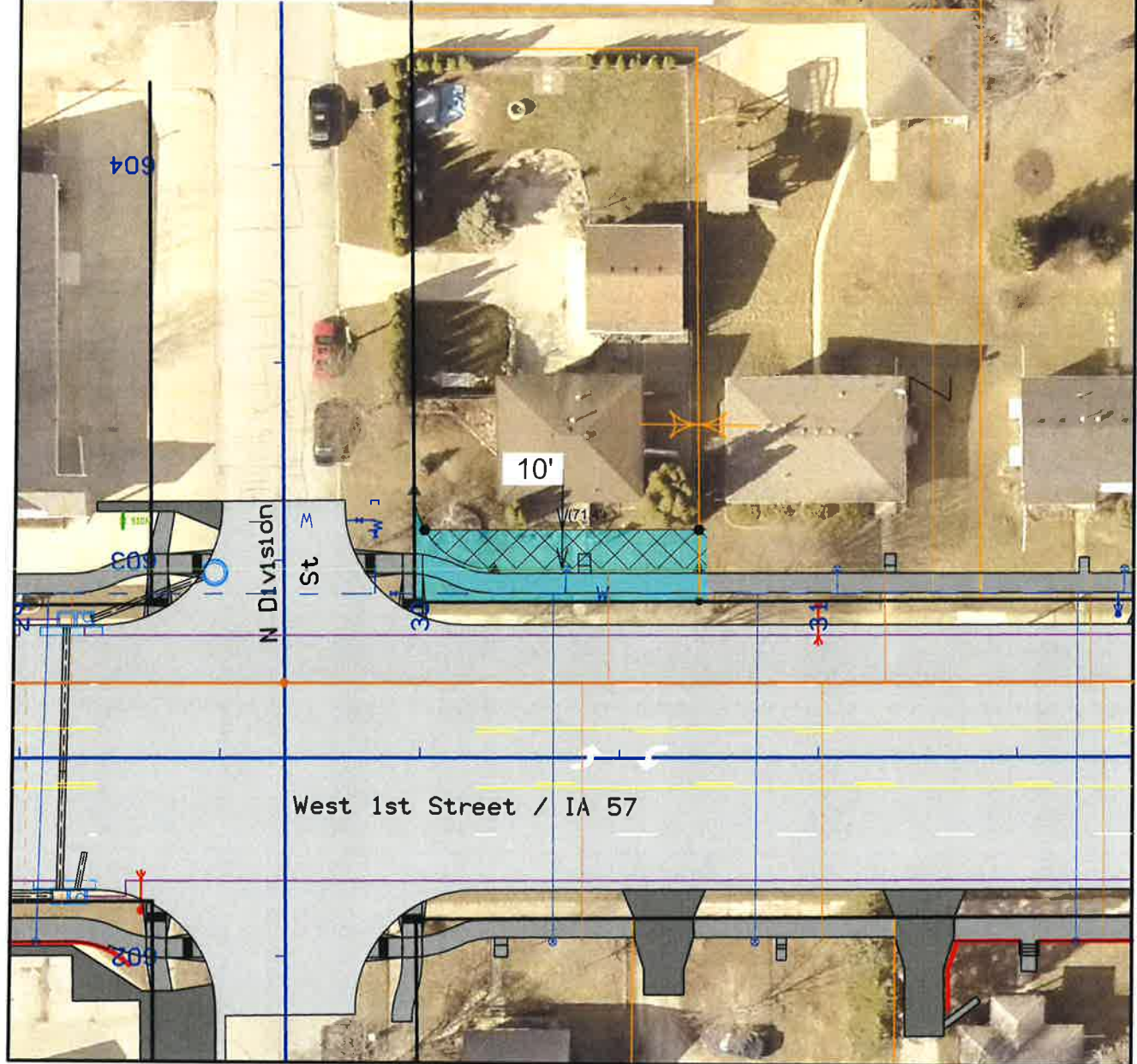
NOTE:

THE SOUTH LINE OF BLOCK 16 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH 89°24'13" EAST.

**LEGEND**

- PROPOSED TEMPORARY EASEMENT
- PROPOSED FEE TITLE
- PROPOSED PERMANENT EASEMENT \*
- PROPOSED ROADWAY
- PROPOSED SIDEWALK
- PROPOSED DRIVEWAY/PARKING LOT
- EXISTING RIGHT-OF-WAY
- LOT LINE
- PROPOSED STORM SEWER
- W PROPOSED WATER MAIN
- PROPOSED WATER SERVICE
- PROPOSED SANITARY SEWER
- PROPOSED SANITARY SERVICE
- RETAINING WALL

\* INCLUDES UNDERLYING TEMPORARY EASEMENTS



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION

PARCEL 8 - KATHLEEN L. ANDERSON

SCALE:  
1" = 40'

DATE:  
02/08/2018

PROJECT #:  
STP-57-2(28) - 2C-07



#PLTDRVL &  
#PENTBLK &  
#SHEETNAME &

**CITY OF CEDAR FALLS  
TENANT PURCHASE AGREEMENT**

**Property Address:** 1221 W. 1<sup>st</sup> St. **County Tax Parcel No:** 8914-11-228-031  
**Parcel Number 8 Project Name:** West 1<sup>st</sup> Street Cedar Falls IA 57 Reconstruction Project  
**Project Number** STP-57-2(28)--2c-07

**THIS AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between Luke Benson, Seller and the City of Cedar Falls, Iowa, Buyer.**

1. Buyer agrees to buy and Seller hereby conveys Seller's leasehold interest in the following real estate, hereinafter referred to as the premises:

See Attached Legal Description of Acquisition Area  
See Attached Acquisition Plat  
See Attached Temporary Easement Area(s)

and more particularly described on page(s) 4-8, and all improvements of whatever type situated on the premises.

2. The Premises also includes all of the Seller's estates, rights, title and interests in any leaseholds, including easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project.

Seller is tenant on the property of the following owner: Kathleen L. Anderson

3. In consideration of Seller's conveyance of Seller's leasehold interest in the premises to Buyer, Buyer agrees to pay to Seller the sum of One Hundred Dollars (\$100.00). Seller agrees to surrender physical possession of the premises effective upon commencement of construction activity. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto.
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6. This agreement shall apply to and bind the legal successors in interest of the Seller.
7. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by the Buyer.
8. This written agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.

9. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

None Known

10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

Luke Benson

Luke Benson

10/22/2018

Date

Luke Benson

Name

For an acknowledgment in an individual capacity:

State of Iowa County of BlackHawk

This record was acknowledged before me on October 22nd, 2018

by \_\_\_\_\_ Name(s) of individual(s)

Marcie Breitbach

Signature of notarial officer



Marcie Breitbach

Printed name of notarial officer

April 28, 2019

My commission expires

BUYER'S APPROVAL

By: \_\_\_\_\_  
James P. Brown, Mayor (date)

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC (date)  
City Clerk

MUNICIPALITIES ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

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

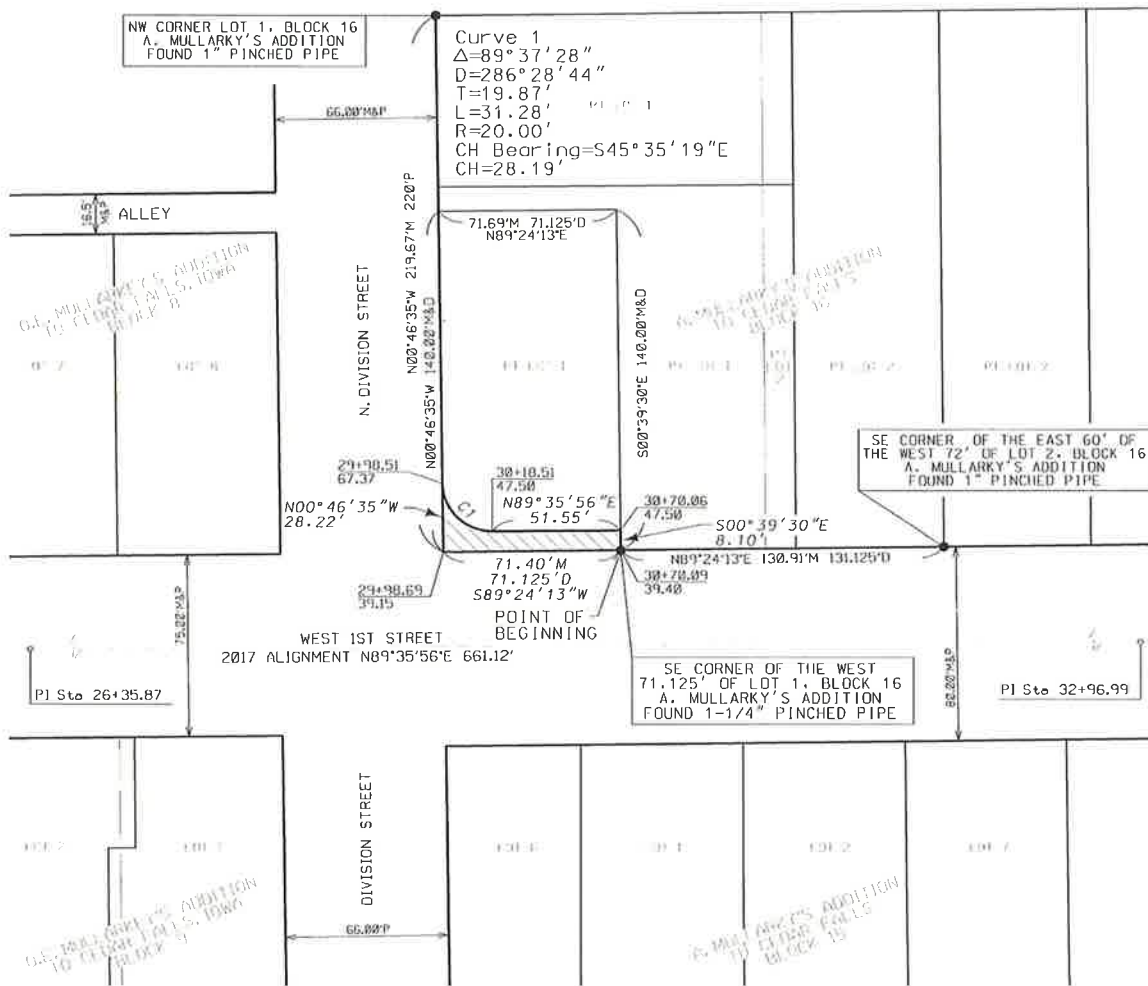
My Commission Expires:

\_\_\_\_\_

IOWA DEPARTMENT OF TRANSPORTATION  
ACQUISITION PLAT  
EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. \_\_\_\_\_  
PROJECT NO. STP-57-2(28)--2C-07 PARCEL NO. 8  
SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST  
ROW-FEE 672 S.F. AC. EASE \_\_\_\_\_ AC EXCESS-FEE \_\_\_\_\_ AC  
ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ MAIN LINE \_\_\_\_\_ SIDE  
ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ SIDE ROAD \_\_\_\_\_ SIDE  
ACQUIRED FROM KATHLEEN L. ANDERSON

CITY OF CEDAR FALLS, IOWA



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

*Terry Coady* **2-18-2018**  
\_\_\_\_\_  
TERRY COADY DATE:

License number 18643

My License Renewal Date is December 31, 2019

Pages covered by this seal: \_\_\_\_\_  
EXHIBIT "A" ONLY



- ▲ FOUND SECTION CORNER
- FOUND RIGHT OF WAY RAIL
- FOUND IDOT ALUM. CAP (UNLESS OTHERWISE NOTED)



DATE REVISED \_\_\_\_\_

DATE DRAWN JANUARY 29, 2018

SCALE 1" = 60'

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 8

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

A PART OF LOT 1 OF, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE WEST 71.125 FEET OF SAID LOT 1 OF, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS; THENCE SOUTH  $89^{\circ}24'13''$  WEST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 71.40 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH  $00^{\circ}46'35''$  WEST ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 28.22 FEET; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 20.00 FEET, WHOSE ARC LENGTH IS 31.28 FEET AND WHOSE CHORD BEARS SOUTH  $45^{\circ}35'19''$  EAST, 28.19 FEET; THENCE NORTH  $89^{\circ}35'56''$  EAST, 51.55 FEET TO THE EAST LINE OF THE WEST 71.125 FEET OF SAID LOT 1; THENCE SOUTH  $00^{\circ}39'30''$  EAST ALONG SAID EAST LINE, 8.10 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.02 AC. (672 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

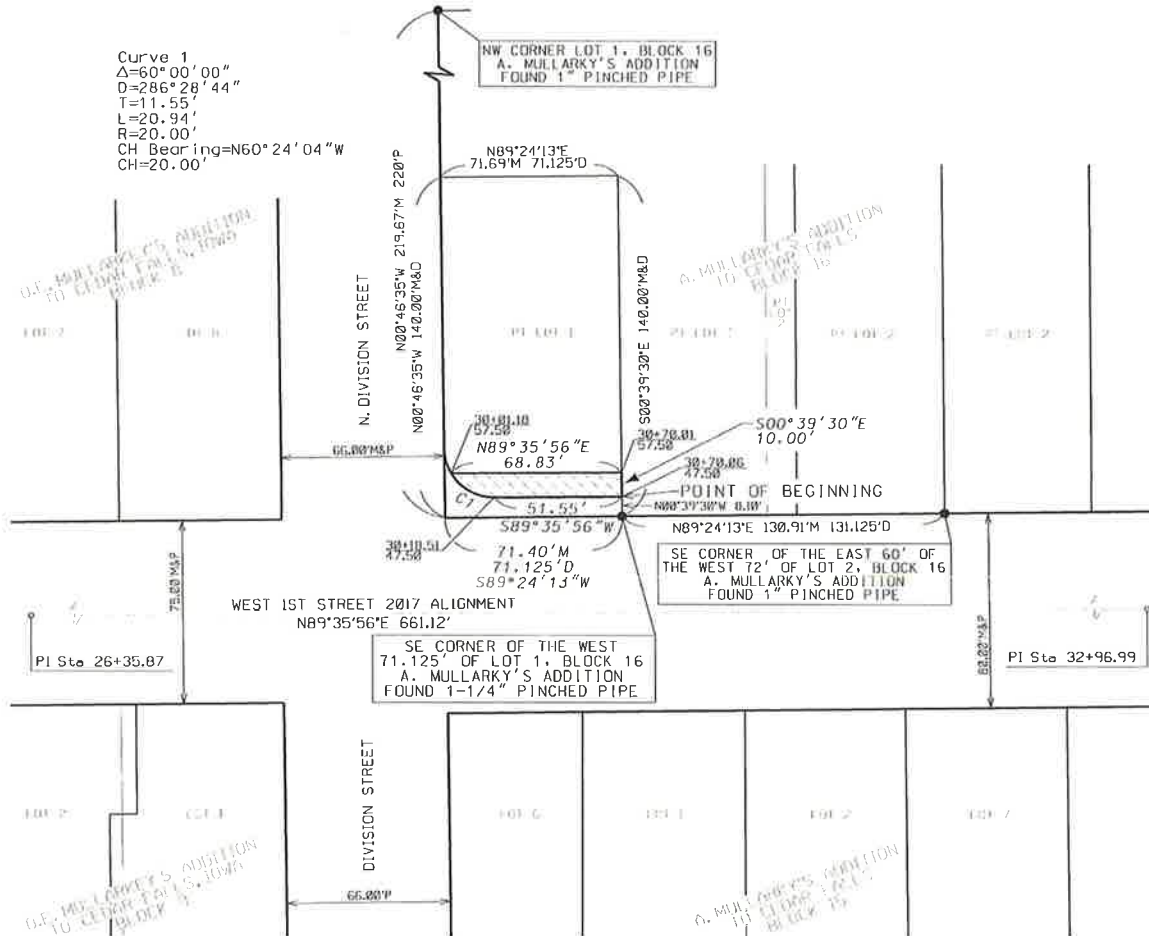
THE SOUTH LINE OF BLOCK 16 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH  $89^{\circ}24'13''$  EAST.



IOWA DEPARTMENT OF TRANSPORTATION  
 ACQUISITION PLAT  
 EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. \_\_\_\_\_  
 PROJECT NO. STP-57-2(28)--2C-07 PARCEL NO. 8  
 SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST  
 ROW-FEE \_\_\_\_\_ AC, EASE 638 S.F.  EXCESS-FEE \_\_\_\_\_ AC  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ MAIN LINE \_\_\_\_\_ SIDE \_\_\_\_\_  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ SIDE ROAD \_\_\_\_\_ SIDE \_\_\_\_\_  
 ACQUIRED FROM KATHLEEN L. ANDERSON

CITY OF CEDAR FALLS, IOWA  
 EASEMENT ACQUIRED FOR PUBLIC UTILITY



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

*Terry Coady* 2-18-2018  
 FERRY COADY DATE:  
 License number 18643  
 My License Renewal Date is December 31, 2019  
 Pages covered by this seal: \_\_\_\_\_  
 EXHIBIT "A" ONLY



- ▲ FOUND SECTION CORNER
- FOUND RIGHT OF WAY RAIL
- FOUND IDOT ALUM. CAP (UNLESS OTHERWISE NOTED)



DATE REVISED \_\_\_\_\_

DATE DRAWN JANUARY 29, 2018

SCALE 1" = 60'

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 8

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

EASEMENT GRANTED FOR PUBLIC UTILITY DESCRIBED AS FOLLOWS:

A PART OF LOT 1 OF, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE WEST 71.125 FEET OF SAID LOT 1, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS; THENCE NORTH 00°39'30" WEST ALONG THE EAST LINE OF SAID WEST 71.125 FEET OF LOT 1, A DISTANCE OF 8.10 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°35'56" WEST, 51.55 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 20.00 FEET, WHOSE ARC LENGTH IS 20.94 FEET AND WHOSE CHORD BEARS NORTH 60°24'04" WEST, 20.00 FEET; THENCE NORTH 89°35'56" EAST, 68.83 FEET TO SAID EAST LINE OF THE WEST 71.125 FEET OF LOT 1; THENCE SOUTH 00°39'30" EAST ALONG SAID EAST LINE, 10.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 AC. (638 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

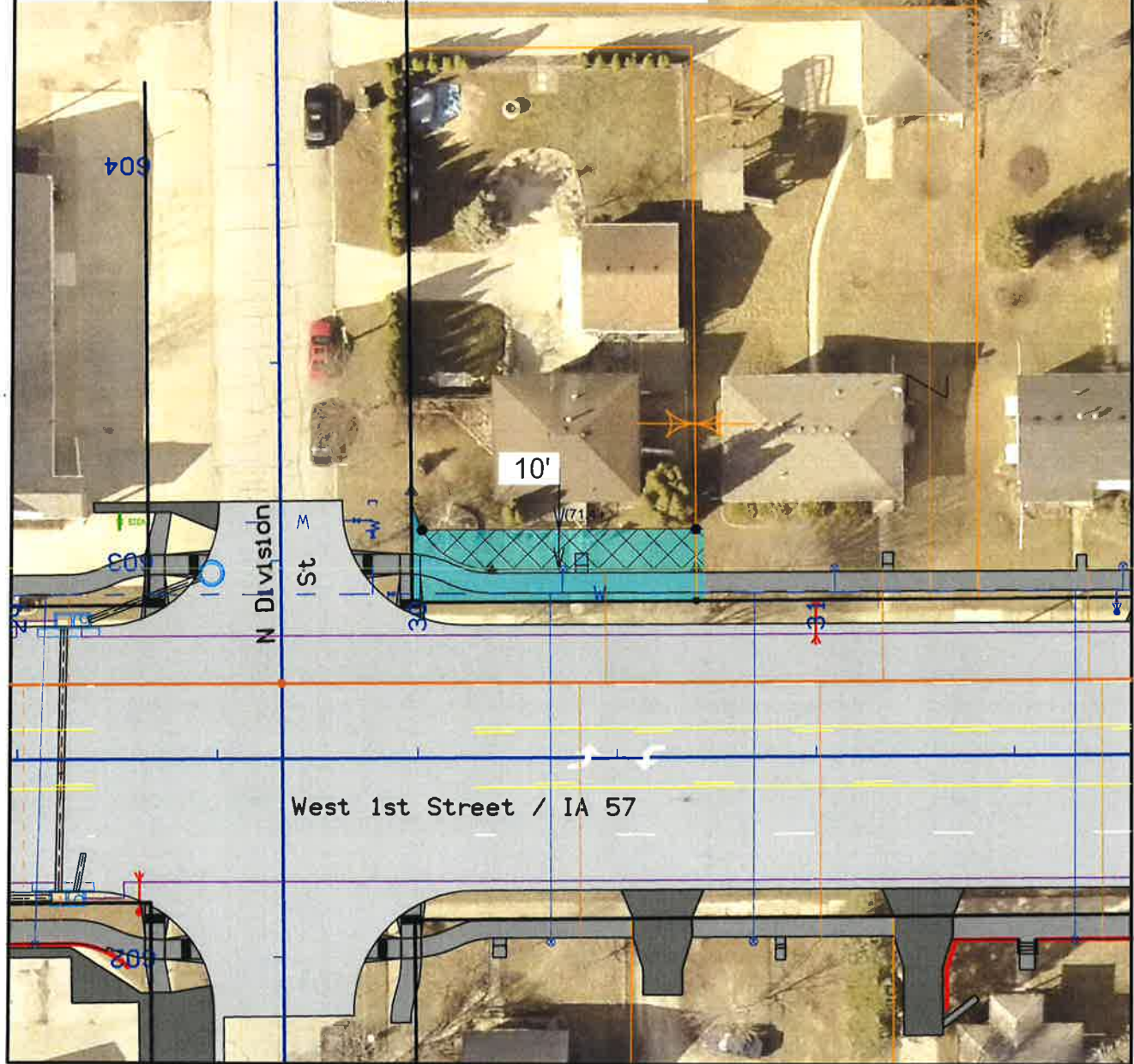
NOTE:

THE SOUTH LINE OF BLOCK 16 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH 89°24'13" EAST.

**LEGEND**

- PROPOSED TEMPORARY EASEMENT
- PROPOSED FEE TITLE
- PROPOSED PERMANENT EASEMENT \*
- PROPOSED ROADWAY
- PROPOSED SIDEWALK
- PROPOSED DRIVEWAY/PARKING LOT
- EXISTING RIGHT-OF-WAY
- LOT LINE
- PROPOSED STORM SEWER
- W PROPOSED WATER MAIN
- PROPOSED WATER SERVICE
- PROPOSED SANITARY SEWER
- PROPOSED SANITARY SERVICE
- RETAINING WALL

\* INCLUDES UNDERLYING TEMPORARY EASEMENTS



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION  
**PARCEL 8 - KATHLEEN L. ANDERSON**

SCALE:  
1" = 40'

DATE:  
02/08/2018

PROJECT #:  
STP-57-2(28)-2C-07



#PLOTORVLS  
 #PENTBLLS  
 #SHEETNAMES

**CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT**

PROPERTY ADDRESS: 1209 W. 1<sup>st</sup> St. COUNTY TAX PARCEL NO.8914-11-228-029  
PARCEL NO. 10  
PROJECT NO. STP-57-2(28)-2C-07  
PROJECT NAME: West 1<sup>st</sup> St. / IA 57 PCC Pavement Reconstruction

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between Bonnie J. Anderson, Seller, and the City of Cedar Falls, Iowa, Buyer.

1. The Seller agrees to sell and furnish to the Buyer a warranty deed, permanent utility easement and temporary easement agreements, furnished by the Buyer, and the Buyer agrees to purchase the following real estate, or interest in real estate, hereinafter referred to as the premises, described as follows: **See Attached Exhibits**

FEE Acquisition  
See attached

Permanent Utility Easement  
See attached

Temporary Easement  
See attached

and which include the following improvements of whatever type situated on the premises:  
\_\_\_\_\_.

2. The premises include the estates, rights, titles and interests, including easements, as are described herein. Seller consents to any change of grade of the street or highway which is adjacent to the premises, and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from the Buyer for all claims per the terms of this agreement and discharges the Buyer from liability because of this agreement and the construction of this public improvement project.
3. Possession of the premises is the essence of this agreement and the Buyer may enter and assume full use and enjoyment of the premises in accordance with the terms of this agreement. The Seller grants the Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. When Buyer has paid Seller the payment amount described in the following paragraph, and when Seller has executed and delivered a warranty deed/permanent easement agreement/ and/or temporary easement agreement(s) [strike inapplicable provisions], conveying title, or an interest in title, to the premises to Seller, as described in this agreement, Buyer shall then be entitled to immediate possession of the premises.
4. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title, or an

interest in title, as provided in this agreement, and to surrender physical possession of the premises as shown on or before the dates listed below.

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>\$7,758.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>\$7,760.00</u>	TOTAL LUMP SUM	

BREAKDOWN:      ac. = acres      sq. ft. = square feet

Land by Fee Title	<u>466</u>	sq. ft.	<u>\$ 4,194.00</u>
Permanent Utility Easement	<u>600</u>	sq. ft.	<u>\$ 2,700.00</u>
Temporary Easement	<u>600</u>	sq. ft.	<u>\$ 864.00</u>
Miscellaneous/Other	_____		\$ _____
Buildings			\$ _____
Severance Damages			\$ _____

5. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by Buyer. The Temporary Construction Easement shall terminate upon completion of the project.
6. The Seller warrants that there are no tenants on the premises holding under lease except: UNKNOWN
7. This agreement shall apply to and bind the legal successors in interest of the Seller, and the SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession, as required by Section 427.2 of the Code of Iowa, and agrees to warrant good and sufficient title.

Names and address of lienholders are: \_\_\_\_\_

8. Each page and each attachment is by this reference made a part hereof and the entire agreement consists of 9 pages.
9. The Buyer may include mortgagees, lien holders, encumbrances and taxing authorities as payees on warrants as payment on the agreement. If this agreement involves a total taking, SELLER WILL furnish and deliver to the City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, an abstract of title to be updated, if requested by City. The abstract continued to date, or a title report obtained by the City if this agreement does not involve a total taking, must show merchantable title to the premises vested in Seller. Buyer agrees to pay the cost of any abstract continuation. SELLER AGREES to obtain court approval of this agreement, if requested by the Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to the Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.



BUYER'S APPROVAL

By: \_\_\_\_\_  
James P. Brown, Mayor (date)

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC (date)  
City Clerk

MUNICIPALITIES ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2018, by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

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

**IOWA DEPARTMENT OF TRANSPORTATION  
ACQUISITION PLAT  
EXHIBIT "A"**

COUNTY BLACK HAWK STATE CONTROL NO. \_\_\_\_\_  
 PROJECT NO. STP-57-2(28)-2C-07 PARCEL NO. 10  
 SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST  
 ROW-FEE 466 S.F. AC, EASE \_\_\_\_\_ AC EXCESS-FEE \_\_\_\_\_ AC  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ MAIN LINE \_\_\_\_\_ SIDE  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ SIDE ROAD \_\_\_\_\_ SIDE  
 ACQUIRED FROM BONNIE J. ANDERSON

CITY OF CEDAR FALLS, IOWA

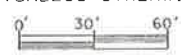


I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

*Terry Coady* **2-18-2018**  
 TERRY COADY DATE:  
 License number 18643  
 My License Renewal Date is December 31, 2019  
 Pages covered by this seal: \_\_\_\_\_  
EXHIBIT "A" ONLY



- ▲ FOUND SECTION CORNER
- FOUND RIGHT OF WAY RAIL
- FOUND IDOT ALUM. CAP (UNLESS OTHERWISE NOTED)



DATE REVISED \_\_\_\_\_  
 DATE DRAWN JANUARY 29, 2018

SCALE 1" = 60'



DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 10

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

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BEGINNING AT THE SOUTHEAST CORNER OF THE EAST 60.00 FEET OF THE WEST 72.00 FEET OF SAID LOT 2, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS; THENCE SOUTH  $89^{\circ}24'13''$  WEST ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 60.07 FEET TO THE SOUTHWEST CORNER OF SAID EAST 60.00 FEET OF THE WEST 72.00 FEET OF LOT 2; THENCE NORTH  $00^{\circ}18'47''$  WEST ALONG THE WEST LINE OF SAID EAST 60.00 FEET OF THE WEST 72.00 FEET OF LOT 2, A DISTANCE OF 7.86 FEET; THENCE NORTH  $89^{\circ}35'56''$  EAST, 60.06 FEET TO THE EAST LINE OF SAID EAST 60.00 FEET OF THE WEST 72.00 FEET OF LOT 2; THENCE SOUTH  $00^{\circ}23'29''$  EAST ALONG SAID EAST LINE, 7.66 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 AC. (466 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

THE SOUTH LINE OF BLOCK 16 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH  $89^{\circ}24'13''$  EAST.



DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 10

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

EASEMENT GRANTED FOR PUBLIC UTILITY DESCRIBED AS FOLLOWS:

A PART OF LOT 2 OF, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

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(600 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

THE SOUTH LINE OF BLOCK 16 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH 89°24'13" EAST.

**LEGEND**

- PROPOSED TEMPORARY EASEMENT
- PROPOSED FEE TITLE
- PROPOSED PERMANENT EASEMENT \*
- PROPOSED ROADWAY
- PROPOSED SIDEWALK
- PROPOSED DRIVEWAY/PARKING LOT
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- LOT LINE
- PROPOSED STORM SEWER
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- PROPOSED WATER SERVICE
- PROPOSED SANITARY SEWER
- PROPOSED SANITARY SERVICE
- RETAINING WALL

\* INCLUDES UNDERLYING TEMPORARY EASEMENTS



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION  
 PARCEL 10 - BONNIE J. ANDERSON

SCALE:  
 1" = 40'

DATE:  
 02/08/2018

PROJECT #:  
 STP-57-2(28)--2G-07



#PLTDRVL#  
 #PENTOLL#  
 #SHEETNAME#

WHEN RECORDED RETURN TO:  
City Clerk – City of Cedar Falls  
220 Clay St.  
Cedar Falls, IA 50613

Preparer Information: Kevin Rogers, City Attorney, 220 Clay St. Cedar Falls, IA 50613

## **PUBLIC UTILITY EASEMENT**

### **KNOW ALL MEN BY THESE PRESENTS:**

That the undersigned, Bonnie J. Anderson, of the County of Black Hawk, State of Iowa, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, in hand paid by the City of Cedar Falls, Iowa, receipt of which is hereby acknowledged, do hereby sell, grant and convey unto the City of Cedar Falls, Iowa, a municipal corporation, in the County of Black Hawk, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement under, through, and across the following described real estate:

See Exhibit Attached.

That the above described easement is granted unto the City of Cedar Falls, Iowa, for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining the following public improvements:

### **Public Utility**

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.
2. Change of Grade Prohibited. Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.

3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.

4. Property to be Restored. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.

5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.

6. Easement Benefit. This Easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.

7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.

8. Approval by City Council. This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

9. Existing Structures, Plantings and Fencing. Grantor and its grantees, acknowledge the existing structures, plantings, and fencing remaining inside the Easement following construction of the West 1<sup>st</sup> Street Improvements Project may remain until such time use of the Easement area is needed by the City. Grantor and its grantees, further acknowledge should removal of existing structures, plantings, and fencing be required after the Project that these removals will be performed by the City, but the City is under no obligation to replace, or provide compensation for, any existing structures, plantings, and fencing removed from within the Easement area.

Grantor does hereby covenant that Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

IN WITNESS WHEREOF, we have hereunto affixed our hands this 22 day of August, 2018.

Bonnie J. Anderson 8/22/18  
Bonnie J. Anderson Date

NA  
(spouse) Date

STATE OF Iowa )  
) ss:  
COUNTY OF Black Hawk )

On this 22 day of Aug., 2018, before me, a Notary Public in and for said county, personally appeared Bonnie J. Anderson, to me personally known, who being by me duly (sworn or affirmed) did say that she is the \_\_\_\_\_ of said \_\_\_\_\_, that said instrument was signed on behalf of the said \_\_\_\_\_ by authority of its \_\_\_\_\_; and, that said \_\_\_\_\_, as such \_\_\_\_\_, acknowledged the execution of said instrument to be the voluntary act and deed of said person, by it and by her voluntarily executed.

[Signature]  
Notary Public in and for the State of Iowa



ACCEPTANCE OF PUBLIC UTILITY EASEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Easement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
James P. Brown, Mayor

ATTEST

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

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

I, Jacqueline Danielsen, MMC, City Clerk of the City of Cedar Falls, Iowa, do hereby certify that the foregoing Public Utility Easement was duly approved and accepted by the City Council of the City of Cedar Falls by Resolution No. \_\_\_\_\_, passed on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, and this certificate is made pursuant to authority contained in said Resolution.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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

My Commission Expires:

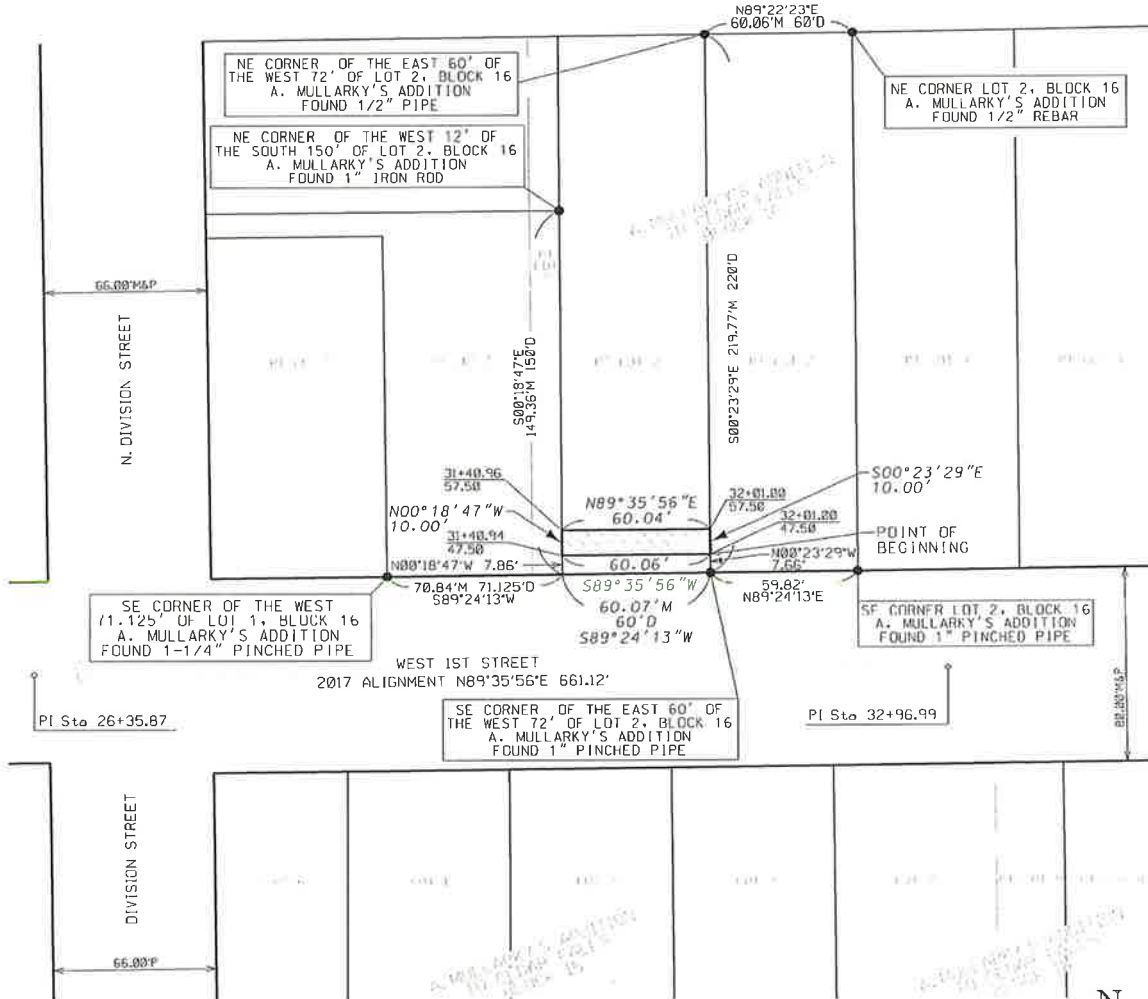
\_\_\_\_\_



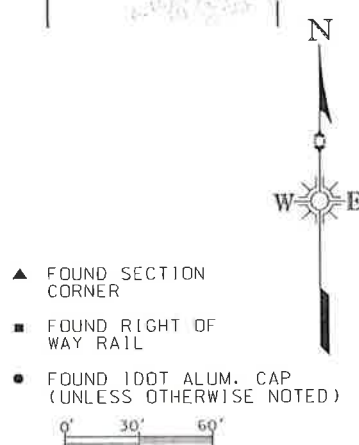
**IOWA DEPARTMENT OF TRANSPORTATION  
ACQUISITION PLAT  
EXHIBIT "A"**

COUNTY BLACK HAWK STATE CONTROL NO. \_\_\_\_\_  
 PROJECT NO. STP-57-2(28)-2C-07 PARCEL NO. 10  
 SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST  
 ROW-FEE \_\_\_\_\_ AC, EASE 600 S.F.  EXCESS-FEE \_\_\_\_\_ AC  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ MAIN LINE \_\_\_\_\_ SIDE \_\_\_\_\_  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ SIDE ROAD \_\_\_\_\_ SIDE \_\_\_\_\_  
 ACQUIRED FROM BONNIE J. ANDERSON

CITY OF CEDAR FALLS, IOWA  
 EASEMENT ACQUIRED FOR PUBLIC UTILITY



	I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.
	_____ <u>Terry Coada</u> DATE: <u>7-18-2018</u> TERRY COADA
	License number <u>18643</u>
	My License Renewal Date is December 31, 2019
	Pages covered by this seal: _____ EXHIBIT "A" ONLY



DATE REVISED \_\_\_\_\_  
 DATE DRAWN JANUARY 29, 2018 SCALE 1" = 60'

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 10

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

EASEMENT GRANTED FOR PUBLIC UTILITY DESCRIBED AS FOLLOWS:

A PART OF LOT 2 OF, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE EAST 60.00 FEET OF THE WEST 72.00 FEET OF SAID LOT 2 OF, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS; THENCE NORTH  $00^{\circ}23'29''$  WEST ALONG THE EAST LINE OF SAID EAST 60.00 FEET OF THE WEST 72.00 OF LOT 2, A DISTANCE OF 7.66 FEET TO THE POINT OF BEGINNING; THENCE SOUTH  $89^{\circ}35'56''$  WEST, 60.06 FEET TO THE WEST LINE OF THE EAST 60.00 FEET OF THE WEST 72.00 FEET OF SAID LOT 2; THENCE NORTH  $00^{\circ}18'47''$  WEST ALONG SAID WEST LINE OF THE EAST 60.00 FEET OF THE WEST 72.00 FEET OF LOT 2, A DISTANCE OF 10.00 FEET; THENCE NORTH  $89^{\circ}35'56''$  EAST, 60.04 FEET TO SAID EAST LINE OF THE EAST 60.00 FEET OF THE WEST 72.00 FEET OF LOT 2; THENCE SOUTH  $00^{\circ}23'29''$  EAST ALONG SAID EAST LINE, 10.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 AC.  
(600 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

THE SOUTH LINE OF BLOCK 16 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH  $89^{\circ}24'13''$  EAST.

Prepared by: Snyder and Associates – 2727 SW Snyder Blvd. P.O. Box 1159, Ankeny, IA 50023  
Return to: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

### OWNER'S TEMPORARY GRADING EASEMENT FOR CONSTRUCTION

This instrument is made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by Bonnie J. Anderson, owner(s) (hereinafter referred to as GRANTOR(S)) of the following described property:

See Attached Exhibits

WHEREAS, the owner(s) in fee simple of the real property known and described as set out above is the GRANTOR(S), and

WHEREAS, the City of Cedar Falls (hereinafter referred to as GRANTEE) proposes to grade, shape and seed improvements upon a portion of the above real property owned by the GRANTOR(S), and

WHEREAS, the GRANTOR(S) has agreed to grant to the GRANTEE, a Temporary Grading Easement for Construction for the purpose of grading, shaping and seeding, if applicable, upon a portion of the real property of the GRANTOR(S), for consideration of \$1.00 and other valuable consideration duly paid and acknowledged. It is agreed the temporary easement granted herein shall terminate upon completion of the Project and final acceptance of public improvements by the City Council.

THEREFORE, for the above consideration, the GRANTOR(S) hereby grants unto the GRANTEE the Easement and rights described below:

See Attached Temporary Grading Easement for Construction Exhibit,

which Easement and rights shall be binding upon the GRANTOR(S).

GRANTEE agrees to restore the easement area in a timely manner including, but not limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, upon completion of the construction or repairs.

Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

Bonnie J. Anderson 8-22-18 NA  
Bonnie J. Anderson Date Spouse Date

For an acknowledgment in an individual capacity:

State of Iowa

County of Black Hawk

This record was acknowledged before me on Aug. 22, 2018

by Bonnie J. Anderson Name(s) of individual(s)

  
Signature of notarial officer

Eric W. Johnson  
Printed name of notarial officer

11/4/18  
My commission expires



ACCEPTANCE OF EASEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Easement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
James P. Brown, Mayor

ATTEST

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

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

This instrument was acknowledged before me on \_\_\_\_\_, 2018, by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

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

My Commission Expires:

\_\_\_\_\_

**LEGEND**

- PROPOSED TEMPORARY EASEMENT
- PROPOSED FEE TITLE
- PROPOSED PERMANENT EASEMENT \*
- PROPOSED ROADWAY
- PROPOSED SIDEWALK
- PROPOSED DRIVEWAY/PARKING LOT
- EXISTING RIGHT-OF-WAY
- LOT LINE
- PROPOSED STORM SEWER
- W PROPOSED WATER MAIN
- PROPOSED WATER SERVICE
- PROPOSED SANITARY SEWER
- PROPOSED SANITARY SERVICE
- RETAINING WALL

\* INCLUDES UNDERLYING TEMPORARY EASEMENTS



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION

PARCEL 10 - BONNIE J. ANDERSON

SCALE:  
1" = 40'

DATE:  
02/08/2018

PROJECT #:  
STP-57-2(28)-2G-07



#PICTORIAL  
#RENTAL  
#SHEETNAME

**CITY OF CEDAR FALLS  
TENANT PURCHASE AGREEMENT**

**Property Address:** 1209 W. 1<sup>st</sup> St. **County Tax Parcel No:** 8914-11-228-029  
**Parcel Number 10 Project Name:** West 1<sup>st</sup> Street Cedar Falls IA 57 Reconstruction Project  
**Project Number** STP-57-2(28)--2c-07

**THIS AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between Kasey Anderson, Seller and the City of Cedar Falls, Iowa, Buyer.**

1. Buyer agrees to buy and Seller hereby conveys Seller's leasehold interest in the following real estate, hereinafter referred to as the premises:

See Attached Legal Description of Acquisition Area  
See Attached Acquisition Plat  
See Attached Temporary Easement Area(s)

and more particularly described on page(s) 4-8, and all improvements of whatever type situated on the premises.

2. The Premises also includes all of the Seller's estates, rights, title and interests in any leaseholds, including easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project.

Seller is tenant on the property of the following owner: Bonnie J. Anderson

3. In consideration of Seller's conveyance of Seller's leasehold interest in the premises to Buyer, Buyer agrees to pay to Seller the sum of One Hundred Dollars (\$100.00). Seller agrees to surrender physical possession of the premises effective upon commencement of construction activity. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto.
4. Seller grants to the City a Fee Acquisition, Permanent and Temporary Easement as shown on the attached acquisition plat/temporary and permanent easement area plat. Any Temporary Construction Easement shall terminate upon completion of the project.
5. Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the premises per the terms of this agreement. Seller grants Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data.
6. This agreement shall apply to and bind the legal successors in interest of the Seller.
7. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by the Buyer.
8. This written agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.

9. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

None Known

10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

Kasey Anderson                      10-22-18                      \_\_\_\_\_  
Kasey Anderson                      Date                      Name

For an acknowledgment in an individual capacity:

State of Iowa                      County of Black Hawk

This record was acknowledged before me on October 22, 2018

by Kasey Anderson                      Name(s) of individual(s)

Barbara J Kayser  
Signature of notarial officer

Barbara J Kayser  
Printed name of notarial officer



3/2/19  
My commission expires



BUYER'S APPROVAL

By: \_\_\_\_\_  
James P. Brown, Mayor (date)

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC (date)  
City Clerk

MUNICIPALITIES ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

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

My Commission Expires:  
\_\_\_\_\_

**IOWA DEPARTMENT OF TRANSPORTATION  
ACQUISITION PLAT  
EXHIBIT "A"**

COUNTY BLACK HAWK STATE CONTROL NO. \_\_\_\_\_  
 PROJECT NO. STP-57-2(28)--2C-07 PARCEL NO. 10  
 SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST  
 ROW-FEE 466 S.F. AC, EASE \_\_\_\_\_ AC EXCESS-FEE \_\_\_\_\_ AC  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ MAIN LINE \_\_\_\_\_ SIDE \_\_\_\_\_  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ SIDE ROAD \_\_\_\_\_ SIDE \_\_\_\_\_  
 ACQUIRED FROM BONNIE J. ANDERSON

CITY OF CEDAR FALLS, IOWA

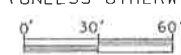


I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

*Troy Coady*      2-18-2018  
 \_\_\_\_\_ DATE:  
 License number 18643  
 My License Renewal Date is December 31, 2019  
 Pages covered by this seal: \_\_\_\_\_  
EXHIBIT "A" ONLY

DATE REVISED \_\_\_\_\_  
 DATE DRAWN JANUARY 29, 2018

SCALE 1" = 60'



DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 10

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

A PART OF LOT 2 OF, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE EAST 60.00 FEET OF THE WEST 72.00 FEET OF SAID LOT 2, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS; THENCE SOUTH 89°24'13" WEST ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 60.07 FEET TO THE SOUTHWEST CORNER OF SAID EAST 60.00 FEET OF THE WEST 72.00 FEET OF LOT 2; THENCE NORTH 00°18'47" WEST ALONG THE WEST LINE OF SAID EAST 60.00 FEET OF THE WEST 72.00 FEET OF LOT 2, A DISTANCE OF 7.86 FEET; THENCE NORTH 89°35'56" EAST, 60.06 FEET TO THE EAST LINE OF SAID EAST 60.00 FEET OF THE WEST 72.00 FEET OF LOT 2; THENCE SOUTH 00°23'29" EAST ALONG SAID EAST LINE, 7.66 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 AC. (466 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

THE SOUTH LINE OF BLOCK 16 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH 89°24'13" EAST.

**IOWA DEPARTMENT OF TRANSPORTATION  
ACQUISITION PLAT  
EXHIBIT "A"**

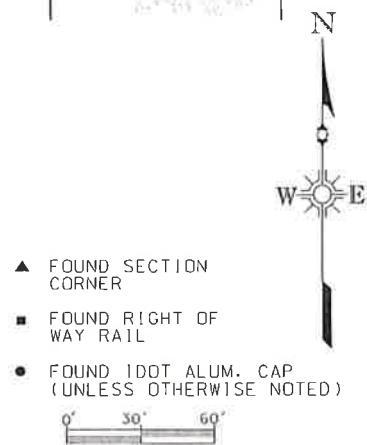
COUNTY BLACK HAWK STATE CONTROL NO. \_\_\_\_\_  
 PROJECT NO. STP-57-2(28)-2C-07 PARCEL NO. 10  
 SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST  
 ROW-FEE \_\_\_\_\_ AC, EASE 600 S.F.  EXCESS-FEE \_\_\_\_\_ AC  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ MAIN LINE \_\_\_\_\_ SIDE \_\_\_\_\_  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ SIDE ROAD \_\_\_\_\_ SIDE \_\_\_\_\_  
 ACQUIRED FROM BONNIE J. ANDERSON

CITY OF CEDAR FALLS, IOWA  
 EASEMENT ACQUIRED FOR PUBLIC UTILITY



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

*Terry Coady*      DATE: 2-18-2018  
 TERRY COADY      DATE: \_\_\_\_\_  
 License number 18643  
 My License Renewal Date is December 31, 2019  
 Pages covered by this seal: \_\_\_\_\_  
EXHIBIT "A" ONLY



DATE REVISED \_\_\_\_\_  
 DATE DRAWN JANUARY 29, 2018 SCALE 1" = 60'

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 10

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

EASEMENT GRANTED FOR PUBLIC UTILITY DESCRIBED AS FOLLOWS:

A PART OF LOT 2 OF, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE EAST 60.00 FEET OF THE WEST 72.00 FEET OF SAID LOT 2 OF, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS; THENCE NORTH 00°23'29" WEST ALONG THE EAST LINE OF SAID EAST 60.00 FEET OF THE WEST 72.00 OF LOT 2, A DISTANCE OF 7.66 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°35'56" WEST, 60.06 FEET TO THE WEST LINE OF THE EAST 60.00 FEET OF THE WEST 72.00 FEET OF SAID LOT 2; THENCE NORTH 00°18'47" WEST ALONG SAID WEST LINE OF THE EAST 60.00 FEET OF THE WEST 72.00 FEET OF LOT 2, A DISTANCE OF 10.00 FEET; THENCE NORTH 89°35'56" EAST, 60.04 FEET TO SAID EAST LINE OF THE EAST 60.00 FEET OF THE WEST 72.00 FEET OF LOT 2; THENCE SOUTH 00°23'29" EAST ALONG SAID EAST LINE, 10.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 AC.  
(600 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

THE SOUTH LINE OF BLOCK 16 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH 89°24'13" EAST.

**LEGEND**

- PROPOSED TEMPORARY EASEMENT
- PROPOSED FEE TITLE
- PROPOSED PERMANENT EASEMENT \*
- PROPOSED ROADWAY
- PROPOSED SIDEWALK
- PROPOSED DRIVEWAY/PARKING LOT
- EXISTING RIGHT-OF-WAY
- LOT LINE
- PROPOSED STORM SEWER
- W PROPOSED WATER MAIN
- PROPOSED WATER SERVICE
- PROPOSED SANITARY SEWER
- PROPOSED SANITARY SERVICE
- RETAINING WALL

\* INCLUDES UNDERLYING TEMPORARY EASEMENTS



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION  
**PARCEL 10 - BONNIE J. ANDERSON**

SCALE:  
1"= 40'

DATE:  
02/08/2018

PROJECT #:  
STP-57-2(28)--2G-07



PLTDRVL #  
 #PENTBL #  
 #SHEETNAME #

## CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

PROPERTY ADDRESS: 1107 W. 1<sup>st</sup> St. COUNTY TAX PARCEL NO.8914-11-228-025  
PARCEL NO. 14  
PROJECT NO. STP-57-2(28)-2C-07  
PROJECT NAME: West 1<sup>st</sup> St. / IA 57 PCC Pavement Reconstruction

THIS AGREEMENT entered into this 1st day of May, 2018, by and between Joseph W. Turner and Patricia M. Turner, Seller, and the City of Cedar Falls, Iowa, Buyer.

1. The Seller agrees to sell and furnish to the Buyer a warranty deed, permanent utility easement and temporary easement agreements, furnished by the Buyer, and the Buyer agrees to purchase the following real estate, or interest in real estate, hereinafter referred to as the premises, described as follows: **See Attached Exhibits**

FEE Acquisition  
See attached

Permanent Utility Easement  
See attached

Temporary Easement  
See attached

and which include the following improvements of whatever type situated on the premises:

\_\_\_\_\_.

2. The premises include the estates, rights, titles and interests, including easements, as are described herein. Seller consents to any change of grade of the street or highway which is adjacent to the premises, and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from the Buyer for all claims per the terms of this agreement and discharges the Buyer from liability because of this agreement and the construction of this public improvement project.
3. Possession of the premises is the essence of this agreement and the Buyer may enter and assume full use and enjoyment of the premises in accordance with the terms of this agreement. The Seller grants the Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. When Buyer has paid Seller the payment amount described in the following paragraph, and when Seller has executed and delivered a warranty deed/permanent easement agreement/ and/or temporary easement agreement(s) [strike inapplicable provisions], conveying title, or an interest in title, to the premises to Seller, as described in this agreement, Buyer shall then be entitled to immediate possession of the premises.
4. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title, or an

interest in title, as provided in this agreement, and to surrender physical possession of the premises as shown on or before the dates listed below.

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>8,630.20</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>8,635.00</u>	TOTAL LUMP SUM	

BREAKDOWN:          ac. = acres      sq. ft. = square feet

Land by Fee Title	<u>477</u>	sq. ft.	<u>\$ 4,293.00</u>
Permanent Utility Easement	<u>646</u>	sq. ft.	<u>\$ 2,907.00</u>
Temporary Easement	<u>646</u>	sq. ft.	<u>\$ 930.24</u>
Miscellaneous/Other	<u>Tree</u>		<u>\$ 500.00</u>
Buildings			<u>\$ _____</u>
Severance Damages			<u>\$ _____</u>

5. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by Buyer. The Temporary Construction Easement shall terminate upon completion of the project.
6. The Seller warrants that there are no tenants on the premises holding under lease except: NONE.
7. This agreement shall apply to and bind the legal successors in interest of the Seller, and the SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession, as required by Section 427.2 of the Code of Iowa, and agrees to warrant good and sufficient title.

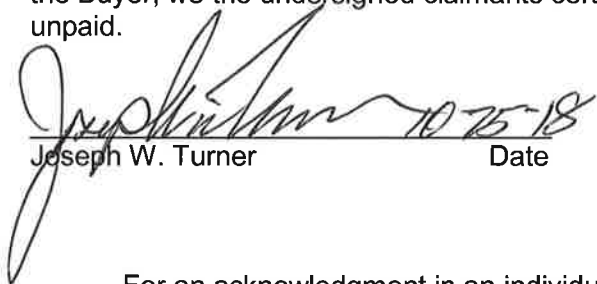
Names and address of lienholders are: \_\_\_\_\_

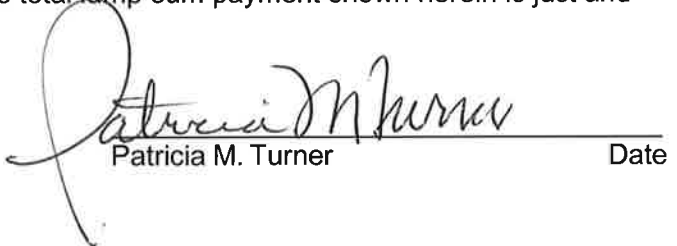
8. Each page and each attachment is by this reference made a part hereof and the entire agreement consists of 9 pages.
9. The Buyer may include mortgagees, lien holders, encumbrances and taxing authorities as payees on warrants as payment on the agreement. If this agreement involves a total taking, SELLER WILL furnish and deliver to the City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, an abstract of title to be updated, if requested by City. The abstract continued to date, or a title report obtained by the City if this agreement does not involve a total taking, must show merchantable title to the premises vested in Seller. Buyer agrees to pay the cost of any abstract continuation. SELLER AGREES to obtain court approval of this agreement, if requested by the Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to the Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.



10. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.
11. This written agreement and the attachments together constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein. This agreement is subject to the approval of the Cedar Falls City Council.
12. The Seller shall have five years from the date of settlement to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

  
 \_\_\_\_\_  
 Joseph W. Turner Date

  
 \_\_\_\_\_  
 Patricia M. Turner Date

For an acknowledgment in an individual capacity:

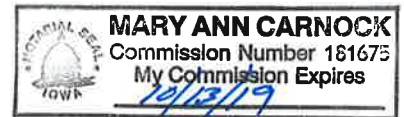
State of IOWA

County of BLACK HAWK

This record was acknowledged before me on OCTOBER 25, 2018

by JOSEPH W. TURNER & PATRICIA M. TURNER Name(s) of individual(s)

  
 \_\_\_\_\_  
 Signature of notarial officer



MARY ANN CARNOCK  
 Printed name of notarial officer

10/13/19  
 My commission expires

BUYER'S APPROVAL

By: \_\_\_\_\_  
James P. Brown, Mayor (date)

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC (date)  
City Clerk

MUNICIPALITIES ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

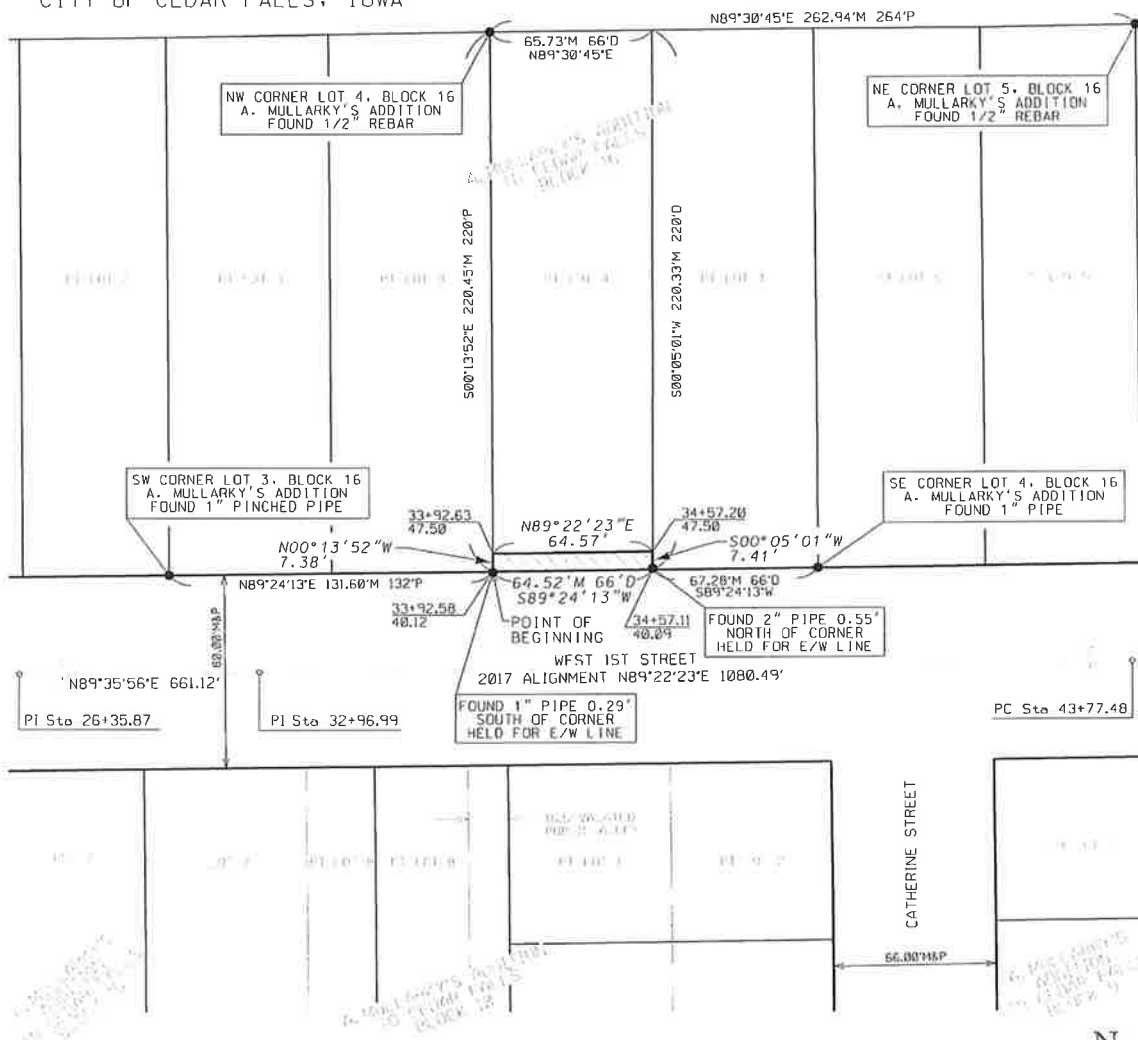
This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

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

**IOWA DEPARTMENT OF TRANSPORTATION  
ACQUISITION PLAT  
EXHIBIT "A"**

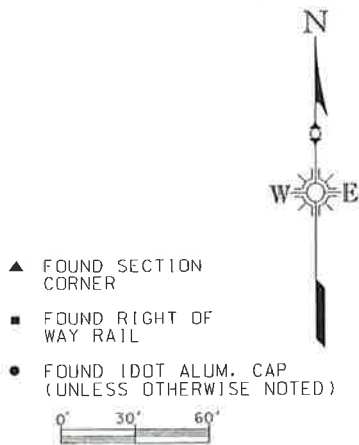
COUNTY BLACK HAWK STATE CONTROL NO. \_\_\_\_\_  
 PROJECT NO. STP-57-2(28)-2C-07 PARCEL NO. 14  
 SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST  
 ROW-FEE 477 S.F.  AC, EASE \_\_\_\_\_ AC EXCESS-FEE \_\_\_\_\_ AC  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ MAIN LINE \_\_\_\_\_ SIDE  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ SIDE ROAD \_\_\_\_\_ SIDE  
 ACQUIRED FROM JOSEPH W. & PATRICIA M. TURNER

CITY OF CEDAR FALLS, IOWA



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

*Terry Coady* 2-18-2018  
 \_\_\_\_\_ DATE:  
 License number 18643  
 My License Renewal Date is December 31, 2019  
 Pages covered by this seal: \_\_\_\_\_  
 EXHIBIT "A" ONLY



- ▲ FOUND SECTION CORNER
- FOUND RIGHT OF WAY RAIL
- FOUND IDOT ALUM. CAP (UNLESS OTHERWISE NOTED)

DATE REVISED \_\_\_\_\_  
 DATE DRAWN JANUARY 29, 2018 SCALE 1" = 60'

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 14

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

A PART OF LOT 4 OF, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 3 OF, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS; THENCE NORTH 89°24'13" EAST ALONG THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 131.60 FEET TO THE SOUTHWEST CORNER OF SAID LOT 4 AND TO THE POINT OF BEGINNING; THENCE NORTH 00°13'52" WEST ALONG THE WEST LINE OF SAID LOT 4, A DISTANCE OF 7.38 FEET; THENCE NORTH 89°22'23" EAST, 64.57 FEET TO THE EAST LINE OF THE WEST 1/2 OF SAID LOT 4; THENCE SOUTH 00°05'01" WEST ALONG SAID EAST LINE, 7.41 FEET TO THE SOUTHEAST CORNER OF SAID WEST 1/2 OF LOT 4; THENCE SOUTH 89°24'13" WEST ALONG THE SOUTH LINE OF SAID LOT 4, A DISTANCE OF 64.52 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 AC. (477 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

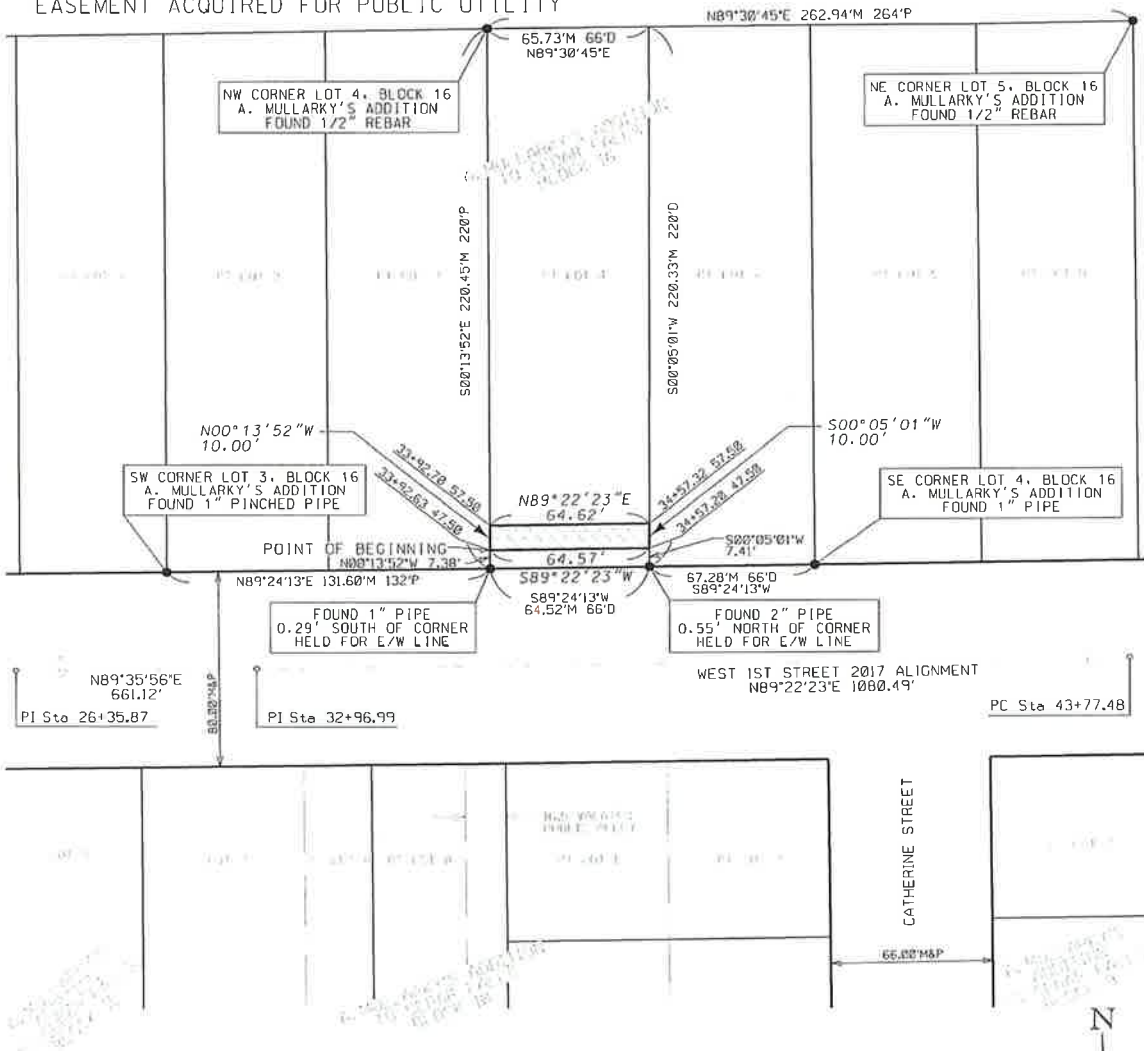
NOTE:

THE SOUTH LINE OF BLOCK 16 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH 89°24'13" EAST.

**IOWA DEPARTMENT OF TRANSPORTATION  
ACQUISITION PLAT  
EXHIBIT "A"**

COUNTY BLACK HAWK STATE CONTROL NO. \_\_\_\_\_  
 PROJECT NO. STP-57-2(28)--2C-07 PARCEL NO. 14  
 SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST  
 ROW-FEE \_\_\_\_\_ AC, EASE 646 S.F.  EXCESS-FEE \_\_\_\_\_ AC  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ MAIN LINE \_\_\_\_\_ SIDE  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ SIDE ROAD \_\_\_\_\_ SIDE  
 ACQUIRED FROM JOSEPH W. & PATRICIA M. TURNER

CITY OF CEDAR FALLS, IOWA  
 EASEMENT ACQUIRED FOR PUBLIC UTILITY



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

*Terry Coady*      2-18-2018  
 \_\_\_\_\_  
 TERRY COADY      DATE:  
 License number      18643  
 My License Renewal Date is December 31, 2019  
 Pages covered by this seal: \_\_\_\_\_  
 EXHIBIT "A" ONLY



- ▲ FOUND SECTION CORNER
- FOUND RIGHT OF WAY RAIL
- FOUND (DOT ALUM. CAP (UNLESS OTHERWISE NOTED))



DATE REVISED \_\_\_\_\_

DATE DRAWN JANUARY 29, 2018

SCALE 1" = 60'

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 14

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

EASEMENT GRANTED FOR PUBLIC UTILITY DESCRIBED AS FOLLOWS:

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0.01 AC. (646 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

THE SOUTH LINE OF BLOCK 16 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH 89°24'13" EAST.

**LEGEND**

- PROPOSED TEMPORARY EASEMENT
- PROPOSED FEE TITLE
- PROPOSED PERMANENT EASEMENT \*
- PROPOSED ROADWAY
- PROPOSED SIDEWALK
- PROPOSED DRIVEWAY/PARKING LOT
- EXISTING RIGHT-OF-WAY
- LOT LINE
- PROPOSED STORM SEWER
- W PROPOSED WATER MAIN
- PROPOSED WATER SERVICE
- PROPOSED SANITARY SEWER
- PROPOSED SANITARY SERVICE
- RETAINING WALL

\* INCLUDES UNDERLYING TEMPORARY EASEMENTS



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION  
 PARCEL 14 - JOSEPH W. & PATRICIA M. TURNER

SCALE:  
1" = 40'

DATE:  
02/08/2018

PROJECT #:  
STP-57-2(28) 000007



SP1 TORVLS  
 SP2NTBL11  
 SP3EETFRAME

WHEN RECORDED RETURN TO:  
City Clerk – City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613

Preparer Information: \_\_\_\_\_

## PUBLIC UTILITY EASEMENT

### KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Joseph W. and Patricia M. Turner, of the County of Black Hawk, State of Iowa, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, in hand paid by the City of Cedar Falls, Iowa, receipt of which is hereby acknowledged, do hereby sell, grant and convey unto the City of Cedar Falls, Iowa, a municipal corporation, in the County of Black Hawk, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement under, through, and across the following described real estate:

See Exhibit A Attached.

That the above described easement is granted unto the City of Cedar Falls, Iowa, for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining the following public improvements:

### Public Utility

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.
2. Change of Grade Prohibited. Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.



3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.

4. Property to be Restored. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.

5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.

6. Easement Benefit. This Easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.

7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.

8. Approval by City Council. This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

9. Existing Structures, Plantings and Fencing. Grantor and its grantees, acknowledge the existing structures, plantings, and fencing remaining inside the Easement following construction of the West 1<sup>st</sup> Street Improvements Project may remain until such time use of the Easement area is needed by the City. Grantor and its grantees, further acknowledge should removal of existing structures, plantings, and fencing be required after the Project that these removals will be performed by the City, but the City is under no obligation to replace, or provide compensation for, any existing structures, plantings, and fencing removed from within the Easement area.

Grantor does hereby covenant that Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.





DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 14

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

EASEMENT GRANTED FOR PUBLIC UTILITY DESCRIBED AS FOLLOWS:

A PART OF LOT 4 OF, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

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PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

THE SOUTH LINE OF BLOCK 16 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH 89°24'13" EAST.

Prepared by: Snyder and Associates – 2727 SW Snyder Blvd. P.O. Box 1159, Ankeny, IA 50023  
Return to: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

### OWNER'S TEMPORARY GRADING EASEMENT FOR CONSTRUCTION

This instrument is made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by Joseph W. Turner and Patricia M. Turner, owner(s) (hereinafter referred to as GRANTOR(S)) of the following described property:

See Attached Exhibit

WHEREAS, the owner(s) in fee simple of the real property known and described as set out above is the GRANTOR(S), and

WHEREAS, the City of Cedar Falls (hereinafter referred to as GRANTEE) proposes to grade, shape and seed improvements upon a portion of the above real property owned by the GRANTOR(S), and

WHEREAS, the GRANTOR(S) has agreed to grant to the GRANTEE, a Temporary Grading Easement for Construction for the purpose of grading, shaping and seeding, if applicable, upon a portion of the real property of the GRANTOR(S), for consideration of \$1.00 and other valuable consideration duly paid and acknowledged. It is agreed the temporary easement granted herein shall terminate upon completion of the Project and final acceptance of public improvements by the City Council.

THEREFORE, for the above consideration, the GRANTOR(S) hereby grants unto the GRANTEE the Easement and rights described below:

See Attached Temporary Grading Easement for Construction Exhibit,

which Easement and rights shall be binding upon the GRANTOR(S).

GRANTEE agrees to restore the easement area in a timely manner including, but not limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, upon completion of the construction or repairs.

Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

Joseph W. Turner 10-25-18 Patricia M. Turner  
Joseph W. Turner Date Patricia M. Turner Date

For an acknowledgment in an individual capacity:

State of IOWA

County of BLACK HAWK

This record was acknowledged before me on OCTOBER 25, 2018

by JOSEPH W. TURNER & PATRICIA M. TURNER Name(s) of individual(s)

Mary Ann Carnock  
Signature of notarial officer



Mary Ann Carnock  
Printed name of notarial officer

10/13/19  
My commission expires

ACCEPTANCE OF EASEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Easement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
James P. Brown, Mayor

ATTEST

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

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

This instrument was acknowledged before me on \_\_\_\_\_, 2018, by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

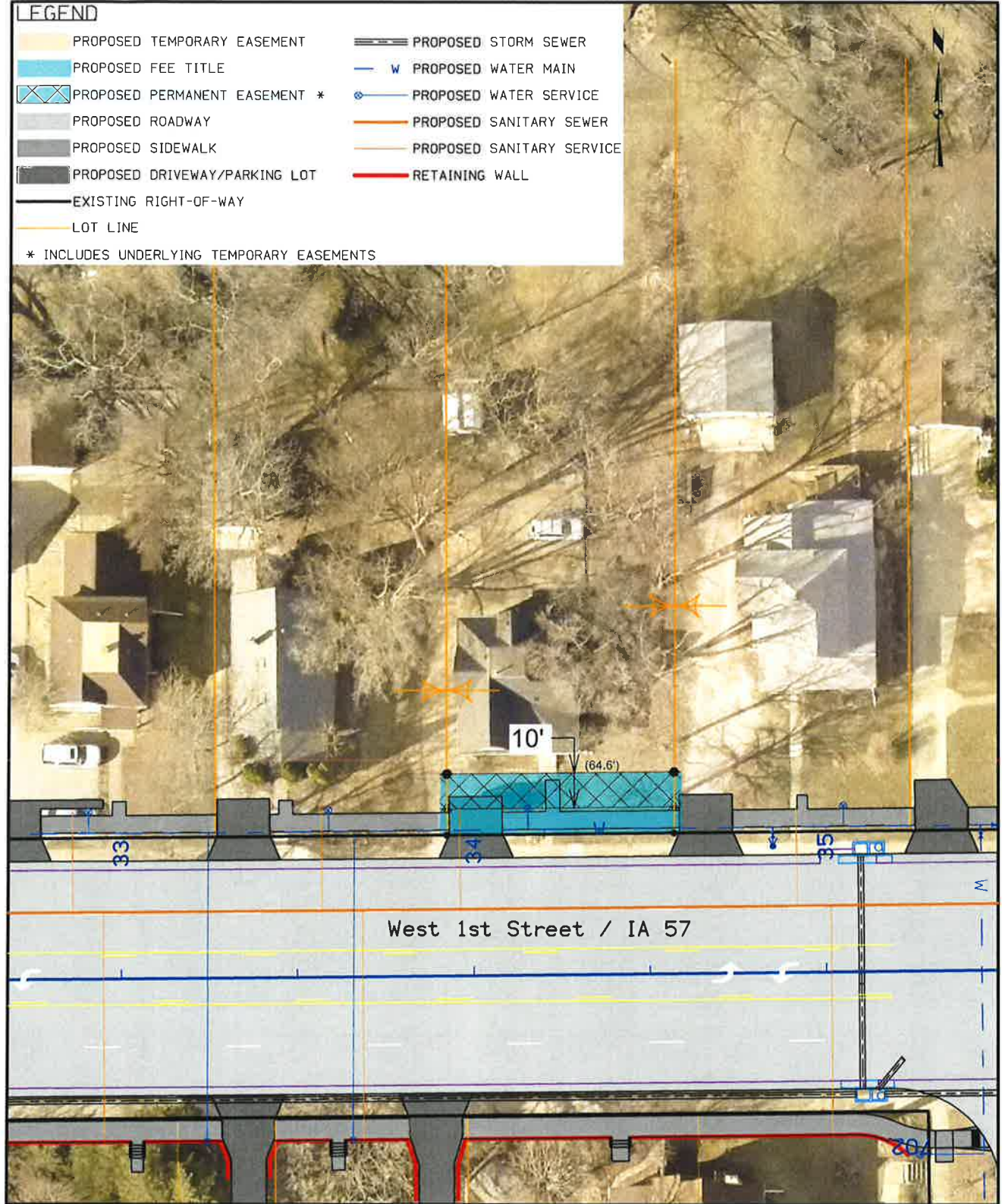
\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

**LEGEND**

- PROPOSED TEMPORARY EASEMENT
  - PROPOSED FEE TITLE
  - PROPOSED PERMANENT EASEMENT \*
  - PROPOSED ROADWAY
  - PROPOSED SIDEWALK
  - PROPOSED DRIVEWAY/PARKING LOT
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- \* INCLUDES UNDERLYING TEMPORARY EASEMENTS



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION  
 PARCEL 14 - JOSEPH W. & PATRICIA M. TURNER

SCALE:  
 1" = 40'

DATE:  
 02/08/2018

PROJECT #:  
 STP-57-2(28)



#PLTDRVL  
 #SPENBLL  
 #SHEETFRAME



**CITY OF CEDAR FALLS  
TENANT PURCHASE AGREEMENT**

**Property Address:** 1107 W. 1<sup>st</sup> St. **County Tax Parcel No:** 8914-11-228-025  
**Parcel Number 14** **Project Name:** West 1<sup>st</sup> Street Cedar Falls IA 57 Reconstruction Project  
**Project Number** STP-57-2(28)--2c-07

**THIS AGREEMENT entered into this** \_\_\_\_ **day of** \_\_\_\_\_, **2018, by and between**  
\_\_\_\_\_, **Seller and the City of Cedar Falls, Iowa, Buyer.**

1. Buyer agrees to buy and Seller hereby conveys Seller's leasehold interest in the following real estate, hereinafter referred to as the premises:

See Attached Legal Description of Acquisition Area  
See Attached Acquisition Plat  
See Attached Temporary Easement Area(s)

and more particularly described on page(s) 4-5, and all improvements of whatever type situated on the premises.

2. The Premises also includes all of the Seller's estates, rights, title and interests in any leaseholds, including easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project.

Seller is tenant on the property of the following owner: Joseph and Patricia Turner

3. In consideration of Seller's conveyance of Seller's leasehold interest in the premises to Buyer, Buyer agrees to pay to Seller the sum of One Hundred Dollars (\$100.00). Seller agrees to surrender physical possession of the premises effective upon commencement of construction activity. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto.
4. Seller grants to the City a Fee Acquisition, Permanent and Temporary Easement as shown on the attached acquisition plat/temporary and permanent easement area plat. Any Temporary Construction Easement shall terminate upon completion of the project.
5. Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the premises per the terms of this agreement. Seller grants Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data.
6. This agreement shall apply to and bind the legal successors in interest of the Seller.
7. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by the Buyer.
8. This written agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically

provided for herein.

- 9. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

None Known

- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

Sara Smith Sara Smith  
 Name Name  
Sara Smith \_\_\_\_\_  
 Printed Name Printed Name

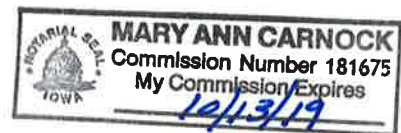
For an acknowledgment in an individual capacity:

State of IOWA County of BLACK HAWK

This record was acknowledged before me on OCTOBER 8, 2018

by SARA SMITH Name(s) of individual(s)

Mary Ann Carnock  
Signature of notarial officer



MARY ANN CARNOCK  
Printed name of notarial officer

10/13/19  
My commission expires

BUYER'S APPROVAL

By: \_\_\_\_\_  
James P. Brown, Mayor (date)

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC (date)  
City Clerk

MUNICIPALITIES ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2018, by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

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

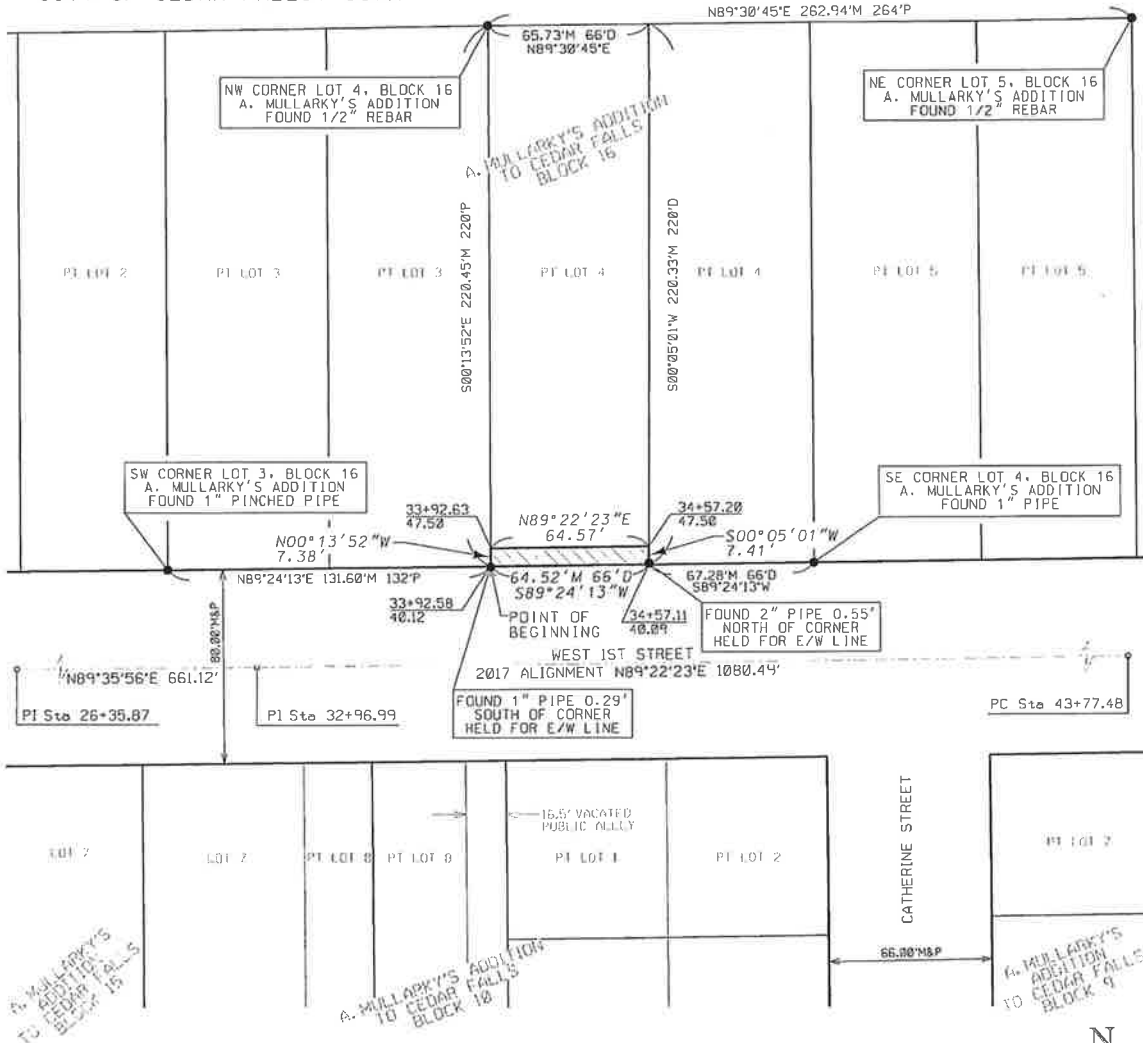
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**IOWA DEPARTMENT OF TRANSPORTATION  
ACQUISITION PLAT  
EXHIBIT "A"**

COUNTY BLACK HAWK STATE CONTROL NO. \_\_\_\_\_  
 PROJECT NO. STP-57-2(28)--2C-07 PARCEL NO. 14  
 SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST  
 ROW-FEE 477 S.F.  AC. EASE \_\_\_\_\_ AC EXCESS-FEE \_\_\_\_\_ AC  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ MAIN LINE \_\_\_\_\_ SIDE  
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 ACQUIRED FROM JOSEPH W. & PATRICIA M. TURNER

CITY OF CEDAR FALLS, IOWA



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

*Terry Coady* 2-18-2018  
 TERRY COADY DATE:  
 License number 18643  
 My License Renewal Date is December 31, 2019  
 Pages covered by this seal: \_\_\_\_\_  
 EXHIBIT "A" ONLY



- ▲ FOUND SECTION CORNER
- FOUND RIGHT OF WAY RAIL
- FOUND IDOT ALUM. CAP (UNLESS OTHERWISE NOTED)

DATE REVISED \_\_\_\_\_  
 DATE DRAWN JANUARY 29, 2018

SCALE 1" = 60'

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 14

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

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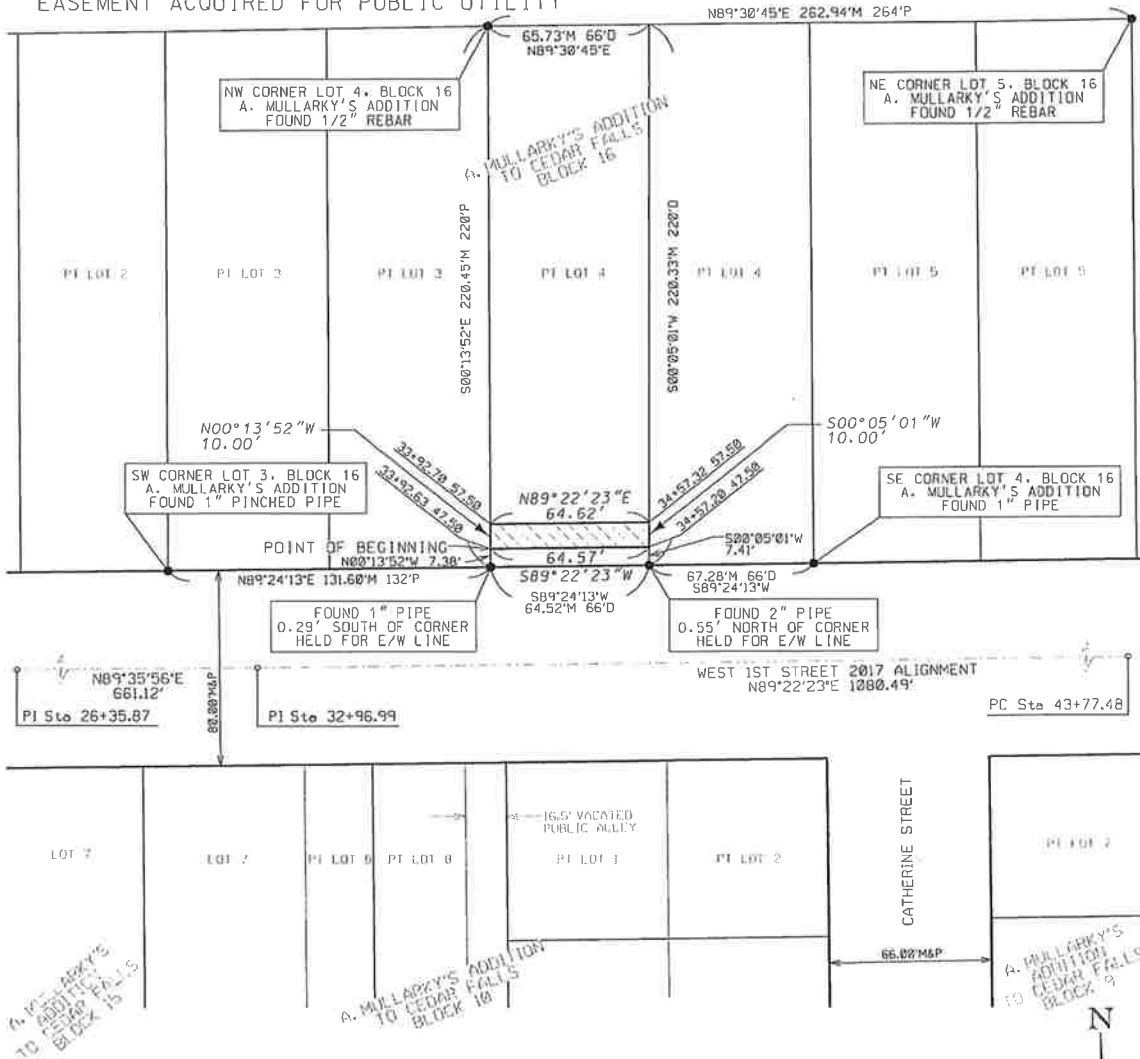
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CITY OF CEDAR FALLS, IOWA  
EASEMENT ACQUIRED FOR PUBLIC UTILITY



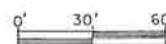
REGISTERED PROFESSIONAL LAND SURVEYOR  
**TERRY COADY**  
18643  
IOWA

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

*Terry Coady* **2-18-2018**  
TERRY COADY DATE:  
License number 18643  
My License Renewal Date is December 31, 2019  
Pages covered by this seal: \_\_\_\_\_  
EXHIBIT "A" ONLY



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DATE REVISED \_\_\_\_\_  
DATE DRAWN JANUARY 29, 2018

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BLACK HAWK COUNTY

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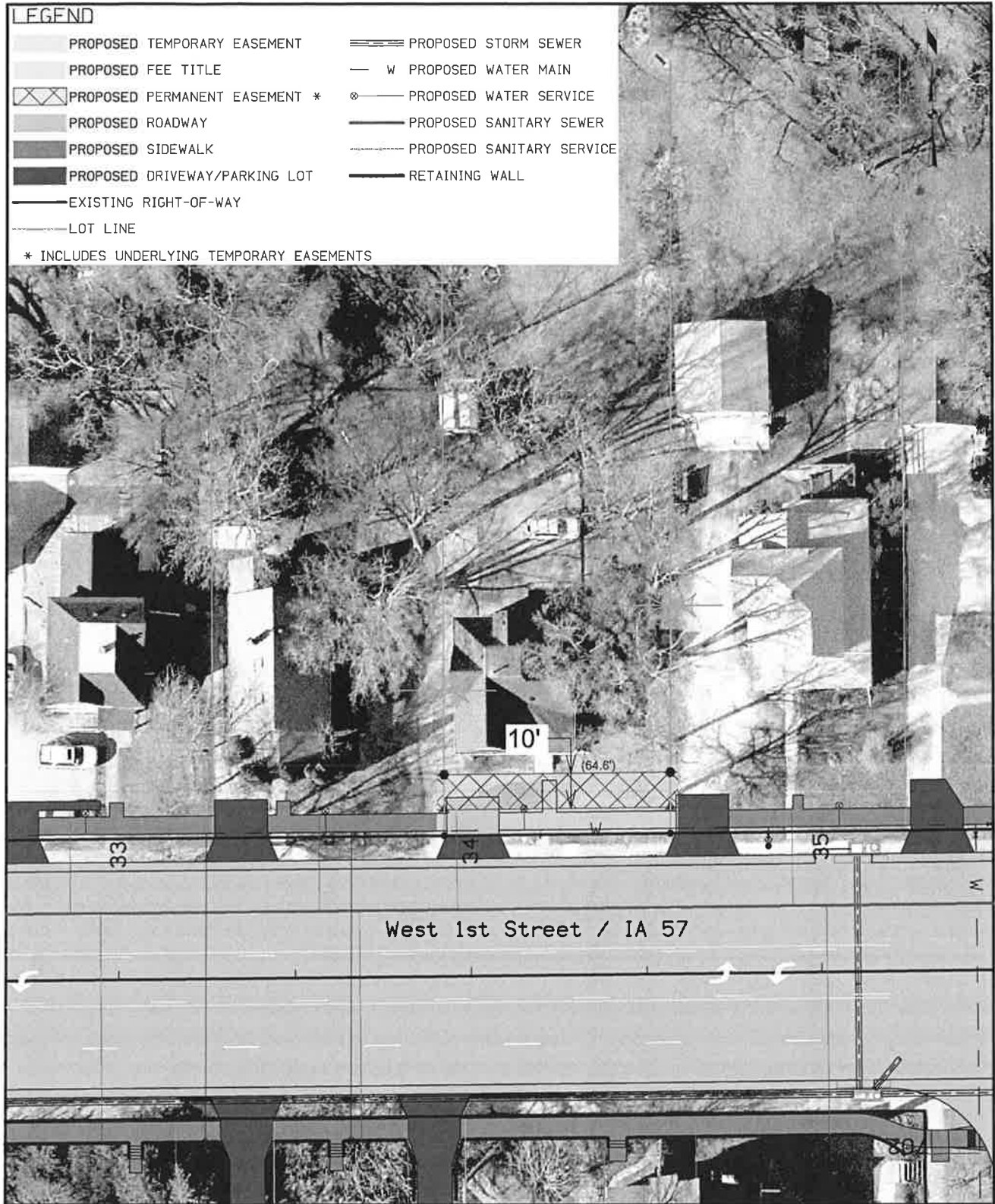
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**LEGEND**

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- PROPOSED FEE TITLE
- PROPOSED PERMANENT EASEMENT \*
- PROPOSED ROADWAY
- PROPOSED SIDEWALK
- PROPOSED DRIVEWAY/PARKING LOT
- EXISTING RIGHT-OF-WAY
- LOT LINE
- PROPOSED STORM SEWER
- W PROPOSED WATER MAIN
- PROPOSED WATER SERVICE
- PROPOSED SANITARY SEWER
- PROPOSED SANITARY SERVICE
- RETAINING WALL

\* INCLUDES UNDERLYING TEMPORARY EASEMENTS



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION  
**PARCEL 14 - JOSEPH W. & PATRICIA M. TURNER**

SCALE:  
1" = 40'

DATE:  
02/08/2018

PROJECT #:  
STP-57-2(28)-26-07



#PLTDRVLS  
#EXTBLLS  
#SHEETNAME



**CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT**

PROPERTY ADDRESS: 1021 W. 1<sup>st</sup> St. COUNTY TAX PARCEL NO.8914-11-228-022  
PARCEL NO. 17  
PROJECT NO. STP-57-2(28)-2C-07  
PROJECT NAME: West 1<sup>st</sup> St. / IA 57 PCC Pavement Reconstruction

THIS AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between Eric M. Overmann and Allison B. Overmann, Seller, and the City of Cedar Falls, Iowa, Buyer.

The Seller agrees to sell and furnish to the Buyer a warranty deed, permanent utility easement and temporary easement agreements, furnished by the Buyer, and the Buyer agrees to purchase the following real estate, or interest in real estate, hereinafter referred to as the premises, described as follows: **See Attached Exhibits**

FEE Acquisition  
See attached

Permanent Utility Easement  
See attached

Temporary Easement  
See attached

and which include the following improvements of whatever type situated on the premises:

\_\_\_\_\_

1. The premises include the estates, rights, titles and interests, including easements, as are described herein. Seller consents to any change of grade of the street or highway which is adjacent to the premises, and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from the Buyer for all claims per the terms of this agreement and discharges the Buyer from liability because of this agreement and the construction of this public improvement project.
2. Possession of the premises is the essence of this agreement and the Buyer may enter and assume full use and enjoyment of the premises in accordance with the terms of this agreement. The Seller grants the Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. When Buyer has paid Seller the payment amount described in the following paragraph, and when Seller has executed and delivered a warranty deed/permanent easement agreement/ and/or temporary easement agreement(s) [strike inapplicable provisions], conveying title, or an interest in title, to the premises to Seller, as described in this agreement, Buyer shall then be entitled to immediate possession of the premises.

3. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title, or an interest in title, as provided in this agreement, and to surrender physical possession of the premises as shown on or before the dates listed below.

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>10,920.84</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>10,925.00</u>	TOTAL LUMP SUM	

BREAKDOWN:      ac. = acres      sq. ft. = square feet

Land by Fee Title	<u>477</u>	sq. ft.	\$ <u>4,293.00</u>
Permanent Utility Easement	<u>636</u>	sq. ft.	\$ <u>2,862.00</u>
Temporary Easement	<u>636</u>	sq. ft.	\$ <u>915.84</u>
Miscellaneous/Other Trees, Bushes, Planters, Lamp			\$ <u>2,850.00</u>
Buildings			\$ _____
Severance Damages			\$ _____

4. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by Buyer. The Temporary Construction Easement shall terminate upon completion of the project.
6. The Seller warrants that there are no tenants on the premises holding under lease except:  
UNKNOWN.
7. This agreement shall apply to and bind the legal successors in interest of the Seller, and the SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession, as required by Section 427.2 of the Code of Iowa, and agrees to warrant good and sufficient title.

Names and address of lienholders are: \_\_\_\_\_

8. Each page and each attachment is by this reference made a part hereof and the entire agreement consists of 9 pages.
9. The Buyer may include mortgagees, lien holders, encumbrances and taxing authorities as payees on warrants as payment on the agreement. If this agreement involves a total taking, SELLER WILL furnish and deliver to the City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, an abstract of title to be updated, if requested by City. The abstract continued to date, or a title report obtained by the City if this agreement does not involve a total taking, must show merchantable title to the premises vested in Seller. Buyer agrees to pay the cost of any abstract continuation. SELLER AGREES to obtain court approval of this agreement, if requested by the

Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to the Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.

10. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.
11. This written agreement and the attachments together constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein. This agreement is subject to the approval of the Cedar Falls City Council.
12. The Seller shall have five years from the date of settlement to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

Eric M. Overmann 10/25/18  
Eric M. Overmann Date

Allison B. Overmann 10/25/18  
Allison B. Overmann Date

For an acknowledgment in an individual capacity:

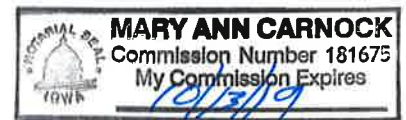
State of IOWA

County of BLACK HAWK

This record was acknowledged before me on OCTOBER 25, 2018

by ERIC M. OVERMANN & ALLISON B. OVERMANN Name(s) of individual(s)

Mary Ann Carnock  
Signature of notarial officer



MARY ANN CARNOCK  
Printed name of notarial officer

10/31/19  
My commission expires

**BUYER'S APPROVAL**

By: \_\_\_\_\_  
James P. Brown, Mayor (date)

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC (date)  
City Clerk

**MUNICIPALITIES ACKNOWLEDGMENT**

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

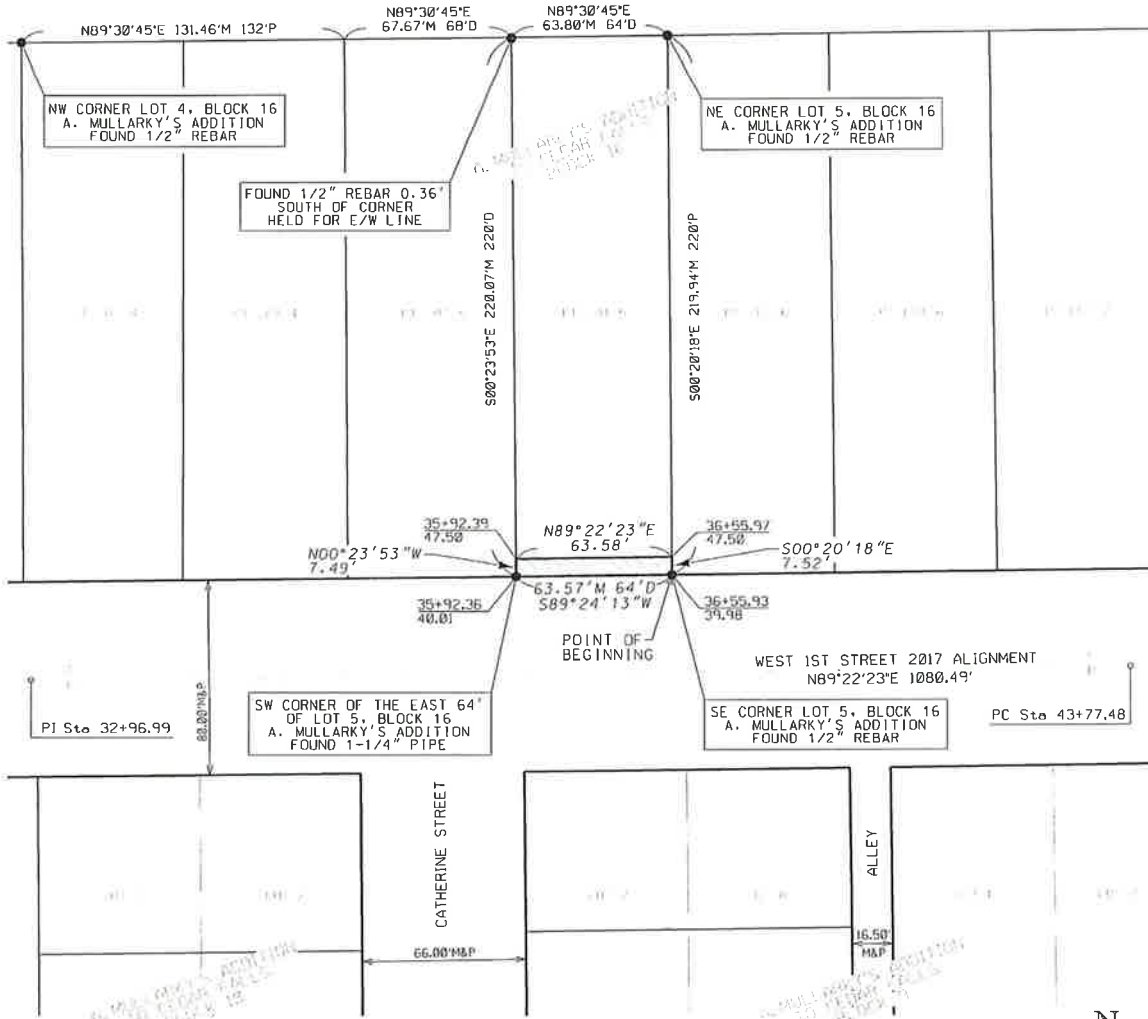
This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

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

IOWA DEPARTMENT OF TRANSPORTATION  
ACQUISITION PLAT  
EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. \_\_\_\_\_  
PROJECT NO. STP-57-2(28)--2C-07 PARCEL NO. 17  
SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST  
ROW-FEE 477 S.F. AC, EASE \_\_\_\_\_ AC EXCESS-FEE \_\_\_\_\_ AC  
ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ MAIN LINE \_\_\_\_\_ SIDE  
ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ SIDE ROAD \_\_\_\_\_ SIDE  
ACQUIRED FROM ERIC M. & ALLISON B. OVERMAN

CITY OF CEDAR FALLS, IOWA



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

*Terry Coody* 2-18-2018  
TERRY COODY DATE:  
License number 18643  
My License Renewal Date is December 31, 2019  
Pages covered by this seal: \_\_\_\_\_  
EXHIBIT "A" ONLY



- ▲ FOUND SECTION CORNER
- FOUND RIGHT OF WAY RAIL
- FOUND IDOT ALUM. CAP (UNLESS OTHERWISE NOTED)



DATE REVISED \_\_\_\_\_  
DATE DRAWN JANUARY 29, 2018

SCALE 1" = 60'

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 17

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

A PART OF LOT 5 OF, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 5, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS; THENCE SOUTH 89°24'13" WEST ALONG THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 63.57 FEET TO THE SOUTHWEST CORNER OF THE EAST 64 FEET OF SAID LOT 5; THENCE NORTH 00°23'53" WEST ALONG THE WEST LINE OF SAID EAST 64 FEET OF LOT 5, A DISTANCE OF 7.49 FEET; THENCE NORTH 89°22'23" EAST, 63.58 FEET TO THE EAST LINE OF SAID LOT 5; THENCE SOUTH 00°20'18" EAST ALONG SAID EAST LINE, 7.52 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 AC. (477 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

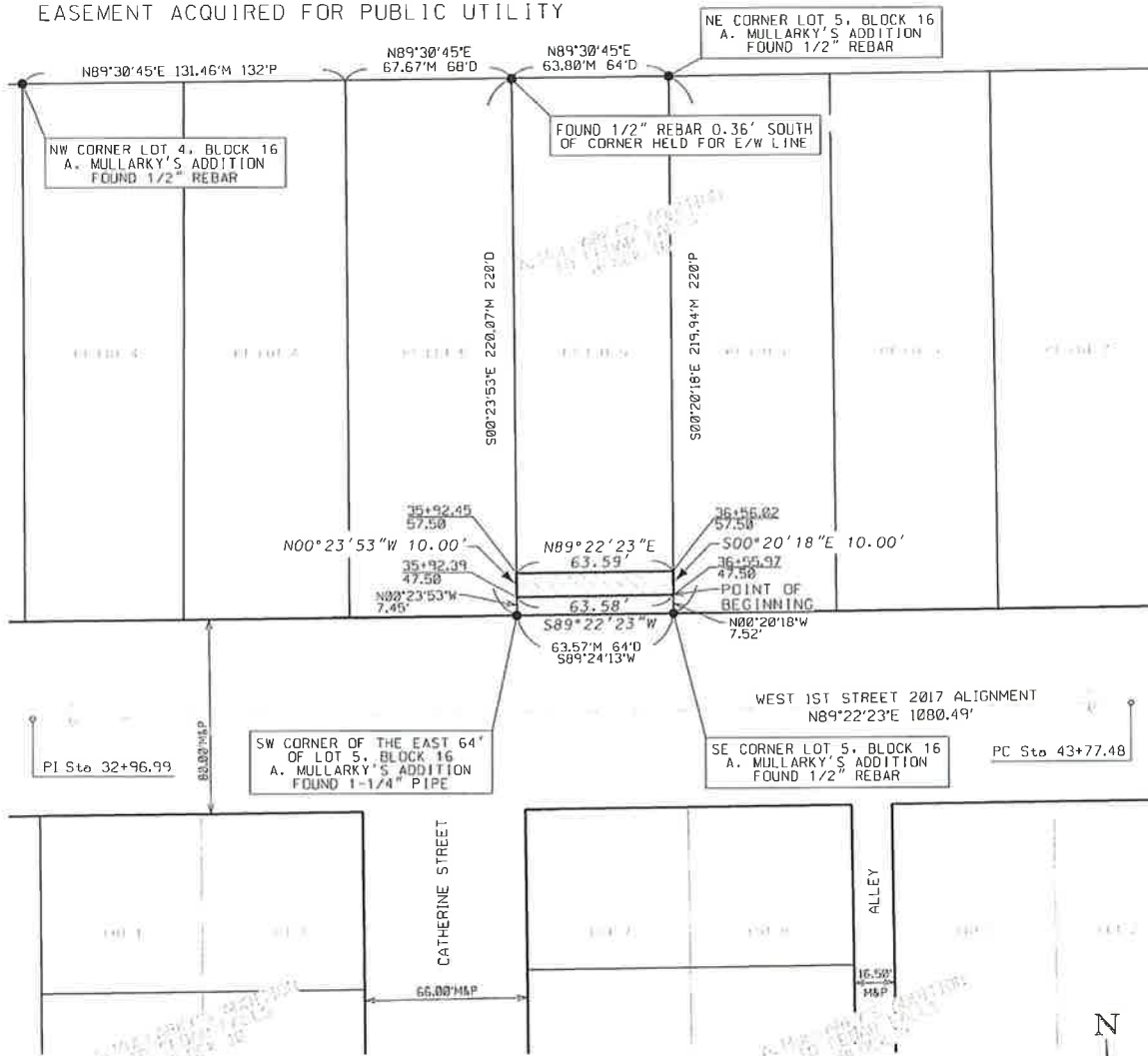
NOTE:

THE SOUTH LINE OF BLOCK 16 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH 89°24'13" EAST.

IOWA DEPARTMENT OF TRANSPORTATION  
ACQUISITION PLAT  
EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. \_\_\_\_\_  
PROJECT NO. STP-57-2(28)--2C-07 PARCEL NO. 17  
SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST  
ROW-FEE \_\_\_\_\_ AC, EASE 636 S.F.  EXCESS-FEE \_\_\_\_\_ AC  
ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ MAIN LINE \_\_\_\_\_ SIDE  
ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ SIDE ROAD \_\_\_\_\_ SIDE  
ACQUIRED FROM ERIC M. & ALLISON B. OVERMAN

CITY OF CEDAR FALLS, IOWA  
EASEMENT ACQUIRED FOR PUBLIC UTILITY



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

*Terry Coady* 2-18-2018  
\_\_\_\_\_  
TERRY COADY DATE:  
License number 18643  
My License Renewal Date is December 31, 2019  
Pages covered by this seal: \_\_\_\_\_  
EXHIBIT "A" ONLY

- ▲ FOUND SECTION CORNER
- FOUND RIGHT OF WAY RAIL
- FOUND IDOT ALUM. CAP (UNLESS OTHERWISE NOTED)



DATE REVISED \_\_\_\_\_  
DATE DRAWN JANUARY 29, 2018 SCALE 1" = 60'

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 17

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

EASEMENT GRANTED FOR PUBLIC UTILITY DESCRIBED AS FOLLOWS:

A PART OF LOT 5 OF, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 5, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS; THENCE NORTH 00°20'18" WEST ALONG THE EAST LINE OF SAID LOT 5, A DISTANCE OF 7.52 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°22'23" WEST, 63.58 FEET TO THE WEST LINE OF THE EAST 64 FEET OF SAID LOT 5; THENCE NORTH 00°23'53" WEST ALONG THE WEST LINE OF THE EAST 64 FEET OF SAID LOT 5, A DISTANCE OF 10.00 FEET; THENCE NORTH 89°22'23" EAST, 63.59 FEET TO SAID EAST LINE; THENCE SOUTH 00°20'18" EAST ALONG SAID EAST LINE, 10.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 AC. (636 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

THE SOUTH LINE OF BLOCK 16 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH 89°24'13" EAST.



**LEGEND**

- PROPOSED TEMPORARY EASEMENT
  - PROPOSED FEE TITLE
  - PROPOSED PERMANENT EASEMENT \*
  - PROPOSED ROADWAY
  - PROPOSED SIDEWALK
  - PROPOSED DRIVEWAY/PARKING LOT
  - EXISTING RIGHT-OF-WAY
  - LOT LINE
  - PROPOSED STORM SEWER
  - W PROPOSED WATER MAIN
  - PROPOSED WATER SERVICE
  - PROPOSED SANITARY SEWER
  - PROPOSED SANITARY SERVICE
  - RETAINING WALL
- \* INCLUDES UNDERLYING TEMPORARY EASEMENTS



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION  
**PARCEL 17 - ERIC M. & ALLISON B. OVERMANN**

SCALE:  
1" = 40'

DATE:  
02/08/2018

PROJECT #:  
STP-57-2(28)--2G-07



#PLTDRVL#  
#PENTBL#  
#SHEETNAME#

WHEN RECORDED RETURN TO:  
City Clerk – City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613

Preparer Information: \_\_\_\_\_

### **PUBLIC UTILITY EASEMENT**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Eric M. and Allison B. Overmann, of the County of Black Hawk, State of Iowa, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, in hand paid by the City of Cedar Falls, Iowa, receipt of which is hereby acknowledged, do hereby sell, grant and convey unto the City of Cedar Falls, Iowa, a municipal corporation, in the County of Black Hawk, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement under, through, and across the following described real estate:

See Exhibit A Attached.

That the above described easement is granted unto the City of Cedar Falls, Iowa, for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining the following public improvements:

#### **Public Utility**

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.
2. Change of Grade Prohibited. Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.

3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.

4. Property to be Restored. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.

5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.

6. Easement Benefit. This Easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.

7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.

8. Approval by City Council. This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

9. Existing Structures, Plantings and Fencing. Grantor and its grantees, acknowledge the existing structures, plantings, and fencing remaining inside the Easement following construction of the West 1<sup>st</sup> Street Improvements Project may remain until such time use of the Easement area is needed by the City. Grantor and its grantees, further acknowledge should removal of existing structures, plantings, and fencing be required after the Project that these removals will be performed by the City, but the City is under no obligation to replace, or provide compensation for, any existing structures, plantings, and fencing removed from within the Easement area.

Grantor does hereby covenant that Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

IN WITNESS WHEREOF, we have hereunto affixed our hands this 25 day of OCTOBER, 2018.

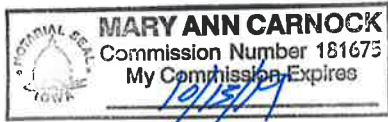
Eric Overmann 10/25/18  
Eric M. Overmann Date

Allison B. Overmann 10/25/18  
Allison B. Overmann Date

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

This record was acknowledged before me on this 25 day of OCTOBER, 2018, by

ERIC M. OVERMANN and ALLISON B. OVERMANN.



Mary Ann Carnock  
Notary Public in and for the State of Iowa

ACCEPTANCE OF PUBLIC UTILITY EASEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Easement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
James P. Brown, Mayor

ATTEST

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

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

I, Jacqueline Danielsen, MMC, City Clerk of the City of Cedar Falls, Iowa, do hereby certify that the foregoing Public Utility Easement was duly approved and accepted by the City Council of the City of Cedar Falls by by Resolution No. \_\_\_\_\_, passed on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, and this certificate is made pursuant to authority container in said Resolution.

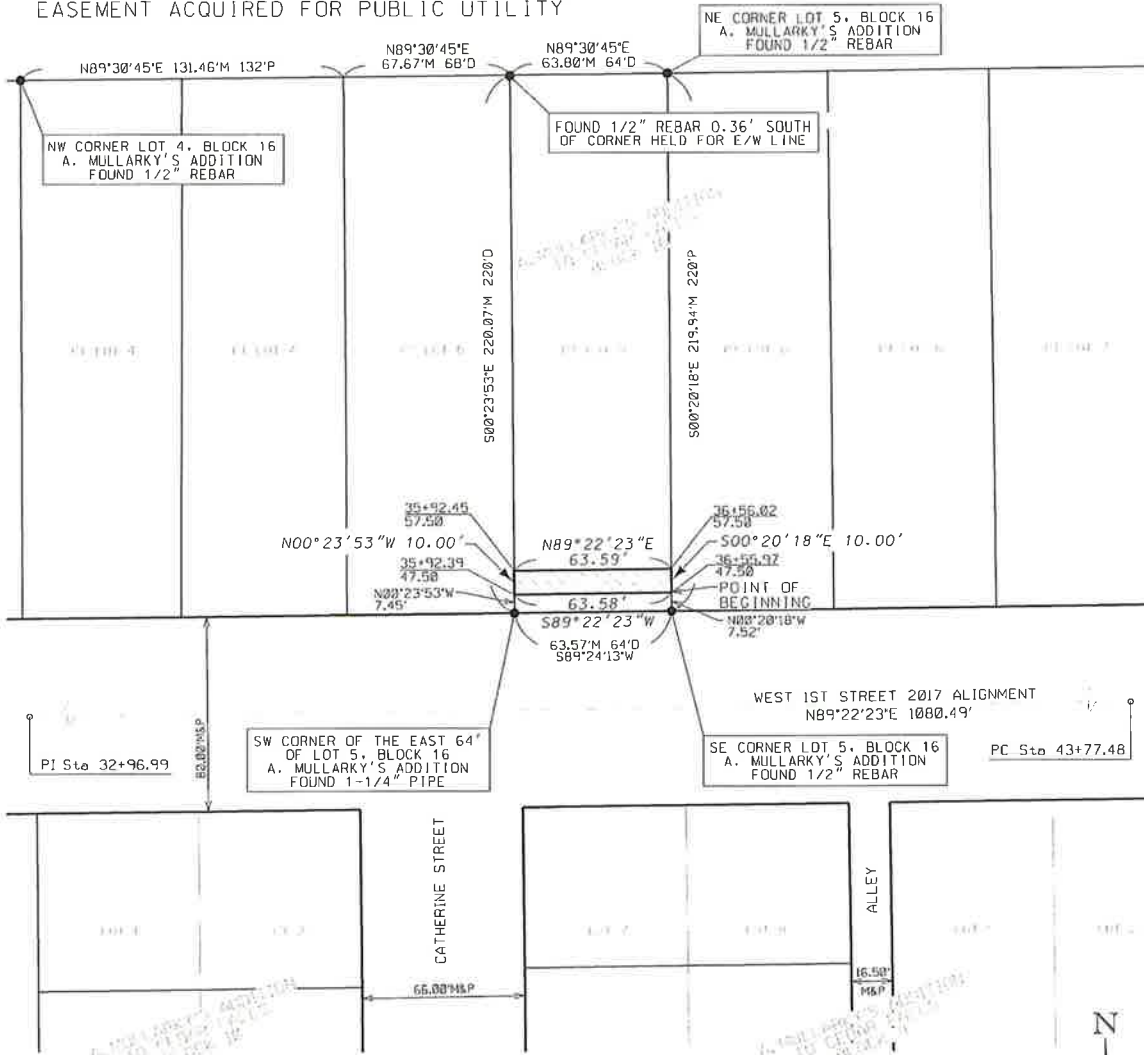
Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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

**IOWA DEPARTMENT OF TRANSPORTATION  
ACQUISITION PLAT  
EXHIBIT "A"**

COUNTY BLACK HAWK STATE CONTROL NO. \_\_\_\_\_  
 PROJECT NO. STP-57-2(28)--2C-07 PARCEL NO. 17  
 SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST  
 ROW-FEE \_\_\_\_\_ AC, EASE 636 S.F.  EXCESS-FEE \_\_\_\_\_ AC  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ MAIN LINE \_\_\_\_\_ SIDE \_\_\_\_\_  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ SIDE ROAD \_\_\_\_\_ SIDE \_\_\_\_\_  
 ACQUIRED FROM ERIC M. & ALLISON B. OVERMAN

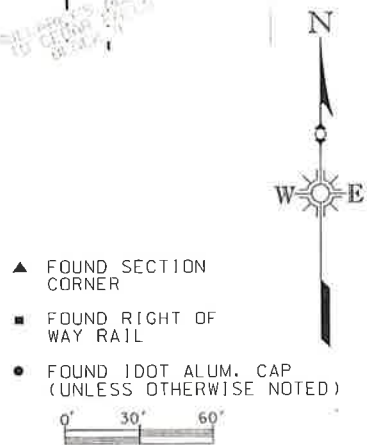
CITY OF CEDAR FALLS, IOWA  
 EASEMENT ACQUIRED FOR PUBLIC UTILITY



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

*Terry Coady*  
 TERRY COADY DATE: 2-18-2018

License number 18643  
 My License Renewal Date is December 31, 2019  
 Pages covered by this seal: \_\_\_\_\_  
EXHIBIT "A" ONLY



DATE REVISED \_\_\_\_\_  
 DATE DRAWN JANUARY 29, 2018

SCALE 1" = 60'

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 17

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

EASEMENT GRANTED FOR PUBLIC UTILITY DESCRIBED AS FOLLOWS:

A PART OF LOT 5 OF, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 5, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS; THENCE NORTH 00°20'18" WEST ALONG THE EAST LINE OF SAID LOT 5, A DISTANCE OF 7.52 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°22'23" WEST, 63.58 FEET TO THE WEST LINE OF THE EAST 64 FEET OF SAID LOTS; THENCE NORTH 00°23'53" WEST ALONG THE WEST LINE OF THE EAST 64 FEET OF SAID LOT 5, A DISTANCE OF 10.00 FEET; THENCE NORTH 89°22'23" EAST, 63.59 FEET TO SAID EAST LINE; THENCE SOUTH 00°20'18" EAST ALONG SAID EAST LINE, 10.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 AC. (636 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

THE SOUTH LINE OF BLOCK 16 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH 89°24'13" EAST.

Prepared by: Snyder and Associates – 2727 SW Snyder Blvd. P.O. Box 1159, Ankeny, IA 50023  
Return to: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

### OWNER'S TEMPORARY GRADING EASEMENT FOR CONSTRUCTION

This instrument is made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by Eric M. and Allison B. Overmann, owner(s) (hereinafter referred to as GRANTOR(S)) of the following described property:

See Attached Legal Description on Temporary Easement Plat Map

WHEREAS, the owner(s) in fee simple of the real property known and described as set out above is the GRANTOR(S), and

WHEREAS, the City of Cedar Falls (hereinafter referred to as GRANTEE) proposes to grade, shape and seed improvements upon a portion of the above real property owned by the GRANTOR(S), and

WHEREAS, the GRANTOR(S) has agreed to grant to the GRANTEE, a Temporary Grading Easement for Construction for the purpose of grading, shaping and seeding, if applicable, upon a portion of the real property of the GRANTOR(S), for consideration of \$1.00 and other valuable consideration duly paid and acknowledged. It is agreed the temporary easement granted herein shall terminate upon completion of the Project and final acceptance of public improvements by the City Council.

THEREFORE, for the above consideration, the GRANTOR(S) hereby grants unto the GRANTEE the Easement and rights described below:

See Attached Temporary Grading Easement for Construction Exhibit,

which Easement and rights shall be binding upon the GRANTOR(S).

GRANTEE agrees to restore the easement area in a timely manner including, but not limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, upon completion of the construction or repairs.

Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

Eric M. Overmann 10/25/18  
Eric M. Overmann Date

Allison B. Overmann 10/25/18  
Allison B. Overmann Date

For an acknowledgment in an individual capacity:

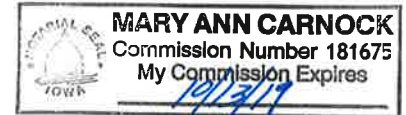
State of IOWA

County of BLACK HAWK

This record was acknowledged before me on OCTOBER 25, 2018

by ERIC M. OVERMANN & ALLISON B. OVERMANN Name(s) of individual(s)

Mary Ann Carnock  
Signature of notarial officer



Mary Ann Carnock  
Printed name of notarial officer

10/13/19  
My commission expires



ACCEPTANCE OF EASEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Easement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
James P. Brown, Mayor

ATTEST

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

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

This instrument was acknowledged before me on \_\_\_\_\_, 2018, by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

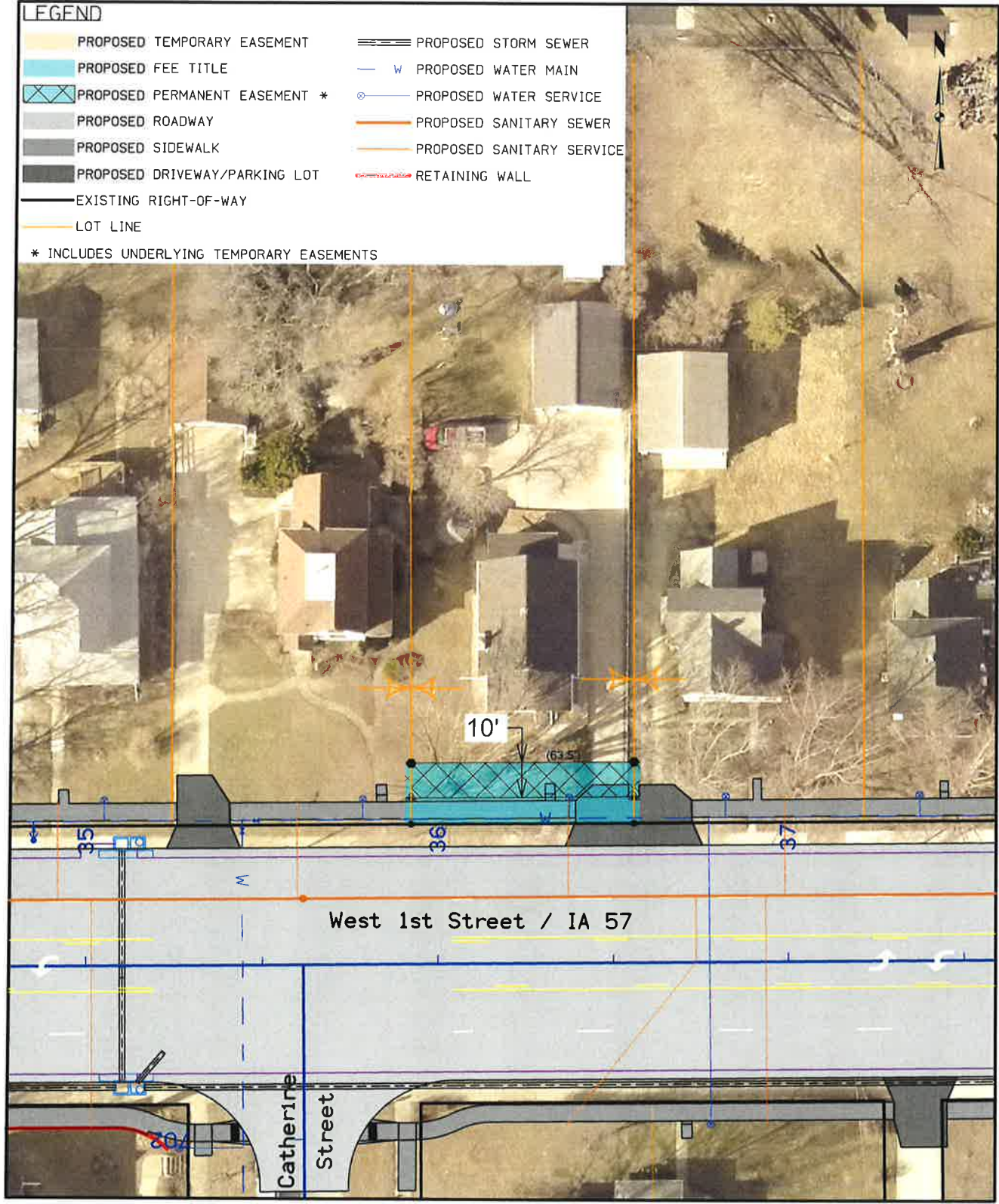
\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

**LEGEND**

- PROPOSED TEMPORARY EASEMENT
  - PROPOSED FEE TITLE
  - PROPOSED PERMANENT EASEMENT \*
  - PROPOSED ROADWAY
  - PROPOSED SIDEWALK
  - PROPOSED DRIVEWAY/PARKING LOT
  - EXISTING RIGHT-OF-WAY
  - LOT LINE
  - PROPOSED STORM SEWER
  - W PROPOSED WATER MAIN
  - PROPOSED WATER SERVICE
  - PROPOSED SANITARY SEWER
  - PROPOSED SANITARY SERVICE
  - RETAINING WALL
- \* INCLUDES UNDERLYING TEMPORARY EASEMENTS



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION  
**PARCEL 17 - ERIC M. & ALLISON B. OVERMANN**

SCALE:  
1" = 40'

DATE:  
02/08/2018

PROJECT #:  
STP-57-2(28)--2G-07



01 TORVLE  
 02 PENTALL  
 03 SHEET NAMES

## CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

PROPERTY ADDRESS: 1009 W. 1<sup>st</sup> St.  
PARCEL NO. 20  
PROJECT NO. STP-57-2(28)-2C-07  
PROJECT NAME: West 1<sup>st</sup> St. / IA 57 PCC Pavement Reconstruction

COUNTY TAX PARCEL NO.8914-11-228-019

THIS AGREEMENT entered into this 1st day of May, 2018, by and between Douglas D. Johnson Seller, and the City of Cedar Falls, Iowa, Buyer.

1. The Seller agrees to sell and furnish to the Buyer a warranty deed, permanent utility easement and temporary easement agreements, furnished by the Buyer, and the Buyer agrees to purchase the following real estate, or interest in real estate, hereinafter referred to as the premises, described as follows: **See Attached Exhibits**

FEE Acquisition  
See attached

Permanent Utility Easement  
See attached

Temporary Easement  
See attached

and which include the following improvements of whatever type situated on the premises:  
\_\_\_\_\_.

2. The premises include the estates, rights, titles and interests, including easements, as are described herein. Seller consents to any change of grade of the street or highway which is adjacent to the premises, and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from the Buyer for all claims per the terms of this agreement and discharges the Buyer from liability because of this agreement and the construction of this public improvement project.
3. Possession of the premises is the essence of this agreement and the Buyer may enter and assume full use and enjoyment of the premises in accordance with the terms of this agreement. The Seller grants the Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. When Buyer has paid Seller the payment amount described in the following paragraph, and when Seller has executed and delivered a warranty deed/permanent easement agreement/ and/or temporary easement agreement(s) [strike inapplicable provisions], conveying title, or an interest in title, to the premises to Seller, as described in this agreement, Buyer shall then be entitled to immediate possession of the premises.

4. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title, or an interest in title, as provided in this agreement, and to surrender physical possession of the premises as shown on or before the dates listed below.

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>10,516.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>10,500.00</u>	TOTAL LUMP SUM	

BREAKDOWN:      ac. = acres      sq. ft. = square feet

Land by Fee Title	<u>592</u> sq. ft.	<u>\$ 5,328.00</u>
Permanent Utility Easement	<u>779</u> sq. ft.	<u>\$ 3,506.00</u>
Temporary Easement	<u>779</u> sq. ft.	<u>\$ 1,122.00</u>
Miscellaneous/Other	<u>concrete paving</u>	<u>\$ 560.00</u>
Buildings		<u>\$ _____</u>
Severance Damages		<u>\$ _____</u>

5. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by Buyer. The Temporary Construction Easement shall terminate upon completion of the project.
6. The Seller warrants that there are no tenants on the premises holding under lease except:  
UNKNOWN.
7. This agreement shall apply to and bind the legal successors in interest of the Seller, and the SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession, as required by Section 427.2 of the Code of Iowa, and agrees to warrant good and sufficient title.

Names and address of lienholders are: \_\_\_\_\_

8. Each page and each attachment is by this reference made a part hereof and the entire agreement consists of 9 pages.
9. The Buyer may include mortgagees, lien holders, encumbrances and taxing authorities as payees on warrants as payment on the agreement. If this agreement involves a total taking, SELLER WILL furnish and deliver to the City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, an abstract of title to be updated, if requested by City. The abstract continued to date, or a title report obtained by the City if this agreement does not involve a total taking, must show merchantable title to the premises vested in Seller. Buyer agrees to pay the cost of any abstract continuation. SELLER AGREES to obtain court approval of this agreement, if requested by the Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to the Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.

10. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.
11. This written agreement and the attachments together constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein. This agreement is subject to the approval of the Cedar Falls City Council.
12. The Seller shall have five years from the date of settlement to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

Douglas D. Johnson      9-20-18      \_\_\_\_\_  
 Douglas/D. Johnson      Date      (spouse)      Date

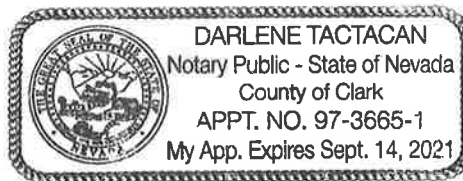
For an acknowledgment in an individual capacity:

State of Nevada  
 County of Clark

This record was acknowledged before me on September 20, 2018  
 by Douglas D. Johnson Name(s) of individual(s)

Darlene Tactacan  
 Signature of notarial officer

Darlene Tactacan  
 Printed name of notarial officer  
09/14/2021  
 My commission expires



BUYER'S APPROVAL

By: \_\_\_\_\_  
James P. Brown, Mayor (date)

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC (date)  
City Clerk

MUNICIPALITIES ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

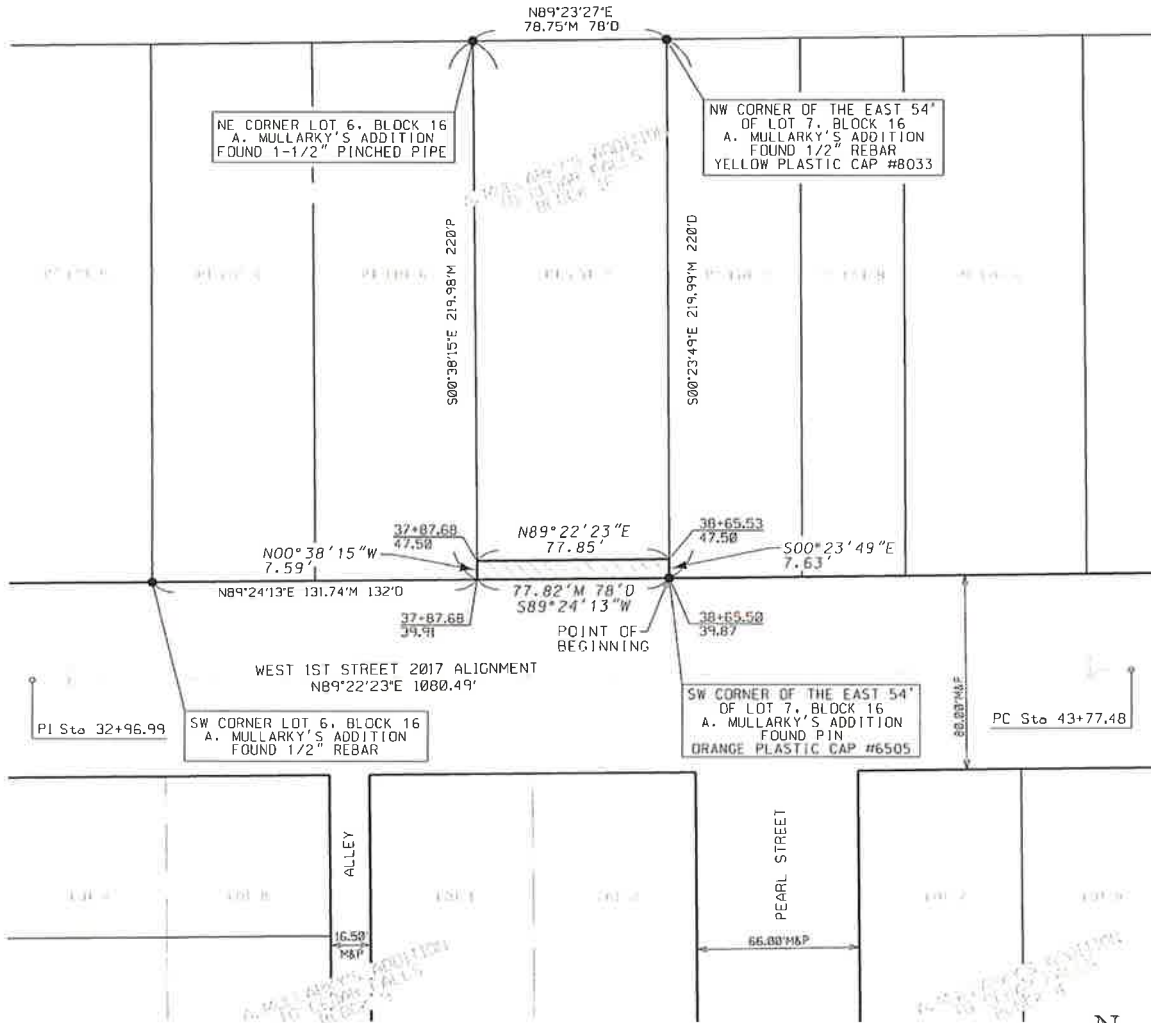
This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2018, by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

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

**IOWA DEPARTMENT OF TRANSPORTATION  
ACQUISITION PLAT  
EXHIBIT "A"**

COUNTY BLACK HAWK STATE CONTROL NO. \_\_\_\_\_  
 PROJECT NO. STP-57-2(28)-2C-07 PARCEL NO. 20  
 SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST  
 ROW-FEE 592 S.F.  EASE \_\_\_\_\_ AC EXCESS-FEE \_\_\_\_\_ AC  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ MAIN LINE \_\_\_\_\_ SIDE  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ SIDE ROAD \_\_\_\_\_ SIDE  
 ACQUIRED FROM DOUGLAS D. JOHNSON

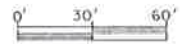
CITY OF CEDAR FALLS, IOWA



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

*Tony Leaf*      2-18-2018  
 TERRY COFFY      DATE:  
 License number 18643  
 My License Renewal Date is December 31, 2019  
 Pages covered by this seal: \_\_\_\_\_  
EXHIBIT "A" ONLY

- ▲ FOUND SECTION CORNER
- FOUND RIGHT OF WAY RAIL
- FOUND (DOT ALUM. CAP (UNLESS OTHERWISE NOTED))



DATE REVISED \_\_\_\_\_  
 DATE DRAWN JANUARY 29, 2018

SCALE 1" = 60'

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 20

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

A PART OF LOT 7 OF, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE EAST 54.00 FEET OF SAID LOT 7, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS; THENCE SOUTH  $89^{\circ}24'13''$  WEST ALONG THE SOUTH LINE OF SAID LOT 7, A DISTANCE OF 77.82 FEET TO THE SOUTHWEST CORNER OF SAID LOT 7; THENCE NORTH  $00^{\circ}38'15''$  WEST ALONG THE WEST LINE OF SAID LOT 7, A DISTANCE OF 7.59 FEET; THENCE NORTH  $89^{\circ}22'23''$  EAST, 77.85 FEET TO THE WEST LINE OF SAID EAST 54.00 FEET OF LOT 7; THENCE SOUTH  $00^{\circ}23'49''$  EAST ALONG SAID WEST LINE, 7.63 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 AC. (592 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

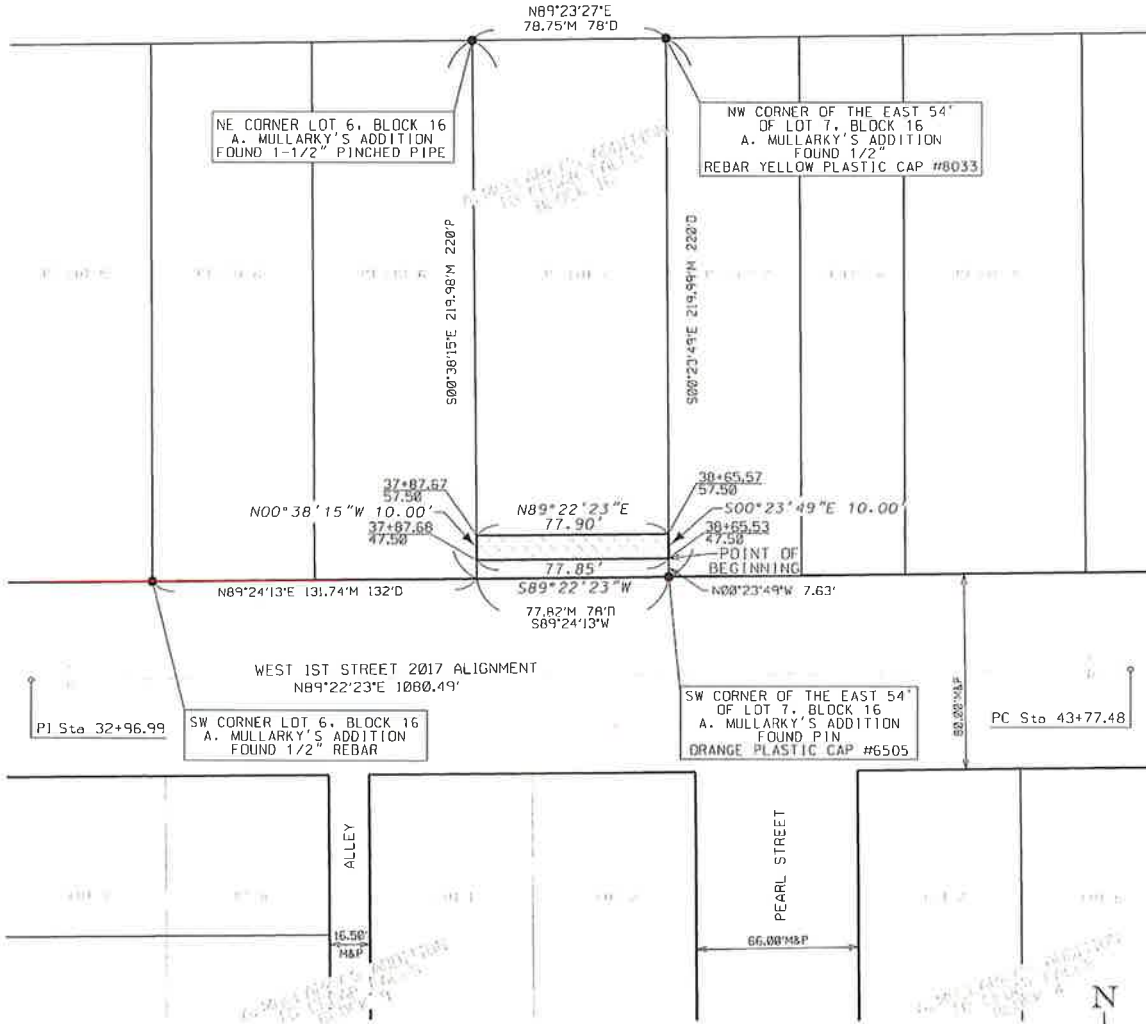
THE SOUTH LINE OF BLOCK 16 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH  $89^{\circ}24'13''$  EAST.



**IOWA DEPARTMENT OF TRANSPORTATION  
ACQUISITION PLAT  
EXHIBIT "A"**

COUNTY BLACK HAWK STATE CONTROL NO. \_\_\_\_\_  
 PROJECT NO. STP-57-2(28)-2C-07 PARCEL NO. 20  
 SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST  
 ROW-FEE \_\_\_\_\_ AC, EASE 779 S.F.  EXCESS-FEE \_\_\_\_\_ AC  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ MAIN LINE \_\_\_\_\_ SIDE \_\_\_\_\_  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ SIDE ROAD \_\_\_\_\_ SIDE \_\_\_\_\_  
 ACQUIRED FROM DOUGLAS D. JOHNSON

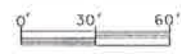
CITY OF CEDAR FALLS, IOWA  
 EASEMENT ACQUIRED FOR PUBLIC UTILITY



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

*Terry Coats* 2-18-2018  
 TERRY COATS DATE:  
 License number 18643  
 My License Renewal Date is December 31, 2019  
 Pages covered by this seal: \_\_\_\_\_  
EXHIBIT "A" ONLY

- ▲ FOUND SECTION CORNER
- FOUND RIGHT OF WAY RAIL
- FOUND IDOT ALUM. CAP (UNLESS OTHERWISE NOTED)



DATE REVISED \_\_\_\_\_

DATE DRAWN JANUARY 29, 2018

SCALE 1" = 60'

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 20

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

EASEMENT GRANTED FOR PUBLIC UTILITY DESCRIBED AS FOLLOWS:

A PART OF LOT 7 OF, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE EAST 54.00 FEET OF SAID LOT 7, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS; THENCE NORTH  $00^{\circ}23'49''$  WEST ALONG THE WEST LINE OF THE EAST 54.00 FEET OF SAID LOT 7, A DISTANCE OF 7.63 FEET TO THE POINT OF BEGINNING; THENCE SOUTH  $89^{\circ}24'13''$  WEST, 77.85 FEET TO THE WEST LINE OF SAID LOT 7; THENCE NORTH  $00^{\circ}38'15''$  WEST ALONG SAID WEST LINE OF LOT 7, A DISTANCE OF 10.00 FEET; THENCE NORTH  $89^{\circ}22'23''$  EAST, 77.90 FEET TO SAID WEST LINE OF THE EAST 54.00 FEET OF SAID LOT 7; THENCE SOUTH  $00^{\circ}23'49''$  EAST ALONG SAID WEST LINE OF THE EAST 54.00 FEET OF SAID LOT 7, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.02 AC. (779 S.F.).

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

THE SOUTH LINE OF BLOCK 16 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH  $89^{\circ}24'13''$  EAST.

**LEGEND**

- PROPOSED TEMPORARY EASEMENT
- PROPOSED FEE TITLE
- PROPOSED PERMANENT EASEMENT \*
- PROPOSED ROADWAY
- PROPOSED SIDEWALK
- PROPOSED DRIVEWAY/PARKING LOT
- EXISTING RIGHT-OF-WAY
- LOT LINE
- PROPOSED STORM SEWER
- W PROPOSED WATER MAIN
- PROPOSED WATER SERVICE
- PROPOSED SANITARY SEWER
- PROPOSED SANITARY SERVICE
- RETAINING WALL

\* INCLUDES UNDERLYING TEMPORARY EASEMENTS



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION

PARCEL 20 - DOUGLAS D. JOHNSON

SCALE:

1"= 40'

DATE:

02/08/2018

PROJECT #:

STP-57-2(28)-2C-07



#PLTDRWLA  
#PENTELLA  
#SHEETNAME

WHEN RECORDED RETURN TO:  
City Clerk – City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613

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

### **PUBLIC UTILITY EASEMENT**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Douglas D. Johnson, of the County of Black Hawk, State of Iowa, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, in hand paid by the City of Cedar Falls, Iowa, receipt of which is hereby acknowledged, do hereby sell, grant and convey unto the City of Cedar Falls, Iowa, a municipal corporation, in the County of Black Hawk, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement under, through, and across the following described real estate:

See Exhibit A Attached.

That the above described easement is granted unto the City of Cedar Falls, Iowa, for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining the following public improvements:

#### **Public Utility**

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.

2. Change of Grade Prohibited. Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.

3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.

4. Property to be Restored. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.

5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.

6. Easement Benefit. This Easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.

7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.

8. Approval by City Council. This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

9. Existing Structures, Plantings and Fencing. Grantor and its grantees, acknowledge the existing structures, plantings, and fencing remaining inside the Easement following construction of the West 1<sup>st</sup> Street Improvements Project may remain until such time use of the Easement area is needed by the City. Grantor and its grantees, further acknowledge should removal of existing structures, plantings, and fencing be required after the Project that these removals will be performed by the City, but the City is under no obligation to replace, or provide compensation for, any existing structures, plantings, and fencing removed from within the Easement area.

Grantor does hereby covenant that Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

IN WITNESS WHEREOF, we have hereunto affixed our hands this 15<sup>th</sup> day of OCTOBER, 2018.

[Signature] 15 OCT 18  
Owner Date

\_\_\_\_\_  
Owner Date

STATE OF ~~IOWA~~ NEVADA )  
) ss:  
COUNTY OF ~~BLACK HAWK~~ CLARK )

This record was acknowledged before me on this 15<sup>th</sup> day of October, 2018, by Douglas Johnson and \_\_\_\_\_.



[Signature]  
Notary Public in and for the State of ~~Iowa~~ NEVADA

ACCEPTANCE OF PUBLIC UTILITY EASEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Easement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
James P. Brown, Mayor

ATTEST

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

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

I, Jacqueline Danielsen, MMC, City Clerk of the City of Cedar Falls, Iowa, do hereby certify that the foregoing Public Utility Easement was duly approved and accepted by the City Council of the City of Cedar Falls by by Resolution No. \_\_\_\_\_, passed on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, and this certificate is made pursuant to authority container in said Resolution.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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

Prepared by: Snyder and Associates – 2727 SW Snyder Blvd. P.O. Box 1159, Ankeny, IA 50023  
Return to: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

### OWNER'S TEMPORARY GRADING EASEMENT FOR CONSTRUCTION

This instrument is made this 20<sup>th</sup> day of SEPTEMBER, 2018, by Douglas D. Johnson, owner(s) (hereinafter referred to as GRANTOR(S)) of the following described property:

See Attached Legal Description on Temporary Easement Plat Map

WHEREAS, the owner(s) in fee simple of the real property known and described as set out above is the GRANTOR(S), and

WHEREAS, the City of Cedar Falls (hereinafter referred to as GRANTEE) proposes to grade, shape and seed improvements upon a portion of the above real property owned by the GRANTOR(S), and

WHEREAS, the GRANTOR(S) has agreed to grant to the GRANTEE, a Temporary Grading Easement for Construction for the purpose of grading, shaping and seeding, if applicable, upon a portion of the real property of the GRANTOR(S), for consideration of \$1.00 and other valuable consideration duly paid and acknowledged. It is agreed the temporary easement granted herein shall terminate upon completion of the Project and final acceptance of public improvements by the City Council.

THEREFORE, for the above consideration, the GRANTOR(S) hereby grants unto the GRANTEE the Easement and rights described below:

See Attached Temporary Grading Easement for Construction Exhibit,

which Easement and rights shall be binding upon the GRANTOR(S).

GRANTEE agrees to restore the easement area in a timely manner including, but not limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, upon completion of the construction or repairs.

Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

Douglas D. Johnson      9-20-18      \_\_\_\_\_  
Douglas D. Johnson      Date      Name      Date

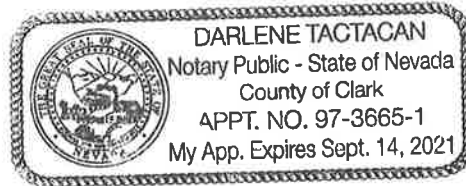
For an acknowledgment in an individual capacity:

State of Nevada  
County of Clark

This record was acknowledged before me on September 20, 2018  
by Douglas D. Johnson Name(s) of individual(s)

Darlene Tactacan  
Signature of notarial officer

Darlene Tactacan  
Printed name of notarial officer  
09/14/2021  
My commission expires





ACCEPTANCE OF EASEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Easement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
James P. Brown, Mayor

ATTEST

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

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

This instrument was acknowledged before me on \_\_\_\_\_, 2018, by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

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

My Commission Expires:

\_\_\_\_\_

**CITY OF CEDAR FALLS  
TENANT PURCHASE AGREEMENT**

**Property Address:** 1009 W. 1<sup>st</sup> St. **County Tax Parcel No:** 8914-11-228-019  
**Parcel Number 20** **Project Name:** West 1<sup>st</sup> Street Cedar Falls IA 57 Reconstruction Project  
**Project Number** STP-57-2(28)--2c-07

**THIS AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between Luke James, Seller and the City of Cedar Falls, Iowa, Buyer.**

1. Buyer agrees to buy and Seller hereby conveys Seller's leasehold interest in the following real estate, hereinafter referred to as the premises:

See Attached Legal Description of Acquisition Area  
See Attached Acquisition Plat  
See Attached Temporary Easement Area(s)

and more particularly described on page(s) 4-8, and all improvements of whatever type situated on the premises.

2. The Premises also includes all of the Seller's estates, rights, title and interests in any leaseholds, including easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project.

Seller is tenant on the property of the following owner: Douglas D. Johnson

3. In consideration of Seller's conveyance of Seller's leasehold interest in the premises to Buyer, Buyer agrees to pay to Seller the sum of One Hundred Dollars (\$100.00). Seller agrees to surrender physical possession of the premises effective upon commencement of construction activity. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto.
4. Seller grants to the City a Fee Acquisition, Permanent and Temporary Easement as shown on the attached acquisition plat/temporary and permanent easement area plat. Any Temporary Construction Easement shall terminate upon completion of the project.
5. Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the premises per the terms of this agreement. Seller grants Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data.
6. This agreement shall apply to and bind the legal successors in interest of the Seller.
7. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by the Buyer.
8. This written agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically

provided for herein.

- 9. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:
 

None Known

- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

Luke James  
 Name  
Luke James  
 Printed Name

\_\_\_\_\_  
 Name  
 \_\_\_\_\_  
 Printed Name

For an acknowledgment in an individual capacity:

State of Iowa County of Black Hawk

This record was acknowledged before me on October 29, 2018

by Luke James, Tenant Name(s) of individual(s)

Marcie Breitbach  
 Signature of notarial officer

Marcie Breitbach  
 Printed name of notarial officer

April 28, 2019  
 My commission expires



BUYER'S APPROVAL

By: \_\_\_\_\_  
James P. Brown, Mayor (date)

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC (date)  
City Clerk

MUNICIPALITIES ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

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

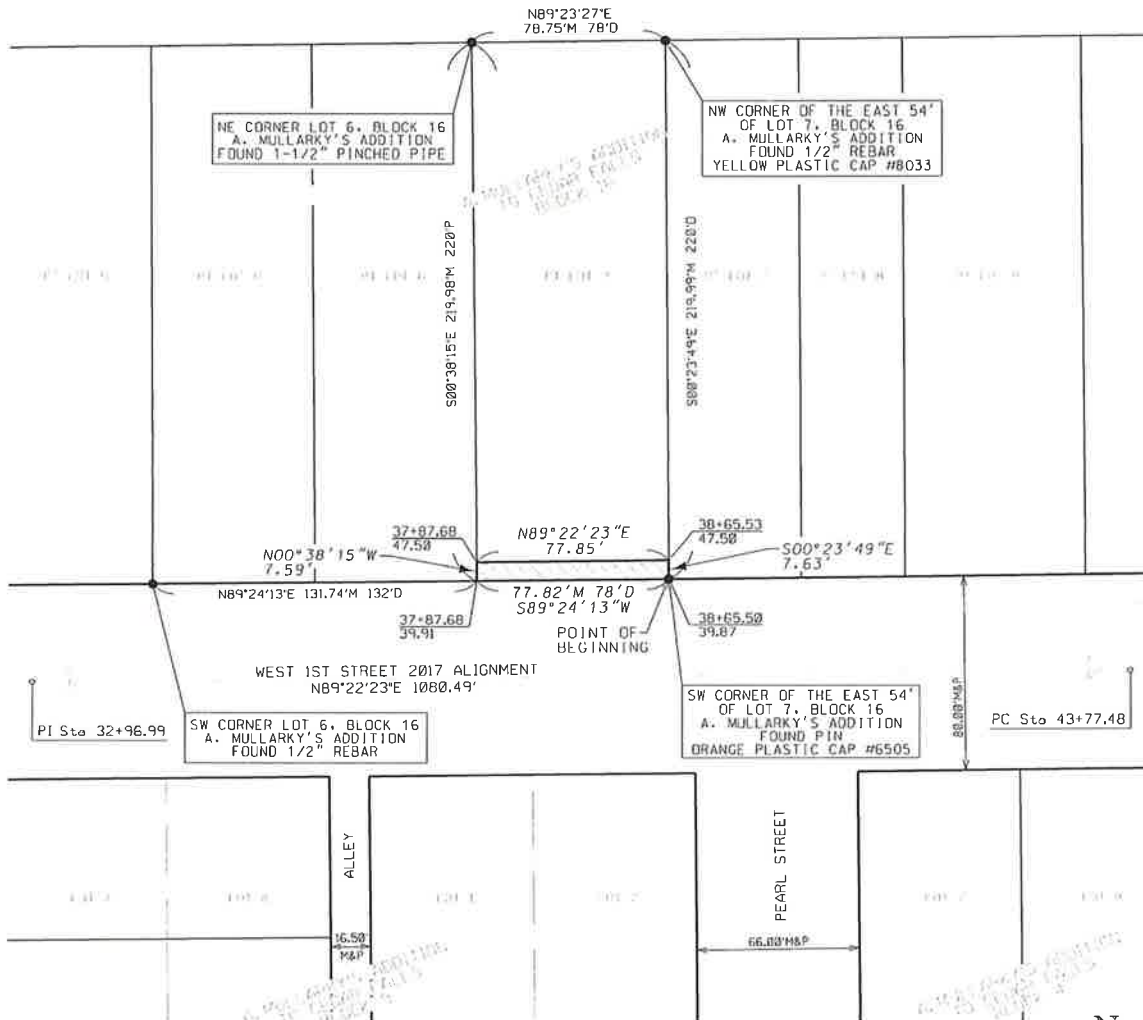
My Commission Expires:

\_\_\_\_\_

**IOWA DEPARTMENT OF TRANSPORTATION  
ACQUISITION PLAT  
EXHIBIT "A"**

COUNTY BLACK HAWK STATE CONTROL NO. \_\_\_\_\_  
 PROJECT NO. STP-57-2(28)-2C-07 PARCEL NO. 20  
 SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST  
 ROW-FEE 592 S.F. AC, EASE \_\_\_\_\_ AC EXCESS-FEE \_\_\_\_\_ AC  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ MAIN LINE \_\_\_\_\_ SIDE  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ SIDE ROAD \_\_\_\_\_ SIDE  
 ACQUIRED FROM DOUGLAS D. JOHNSON

CITY OF CEDAR FALLS, IOWA

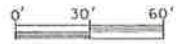


I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

*Terry Comy* 2-18-2018  
 TERRY COMY DATE:  
 License number 18643  
 My License Renewal Date is December 31, 2019  
 Pages covered by this seal: \_\_\_\_\_  
EXHIBIT "A" ONLY



- ▲ FOUND SECTION CORNER
- FOUND RIGHT OF WAY RAIL
- FOUND IDOT ALUM. CAP (UNLESS OTHERWISE NOTED)



DATE REVISED \_\_\_\_\_

DATE DRAWN JANUARY 29, 2018

SCALE 1" = 60'

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 20

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

A PART OF LOT 7 OF, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE EAST 54.00 FEET OF SAID LOT 7, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS; THENCE SOUTH 89°24'13" WEST ALONG THE SOUTH LINE OF SAID LOT 7, A DISTANCE OF 77.82 FEET TO THE SOUTHWEST CORNER OF SAID LOT 7; THENCE NORTH 00°38'15" WEST ALONG THE WEST LINE OF SAID LOT 7, A DISTANCE OF 7.59 FEET; THENCE NORTH 89°22'23" EAST, 77.85 FEET TO THE WEST LINE OF SAID EAST 54.00 FEET OF LOT 7; THENCE SOUTH 00°23'49" EAST ALONG SAID WEST LINE, 7.63 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 AC. (592 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

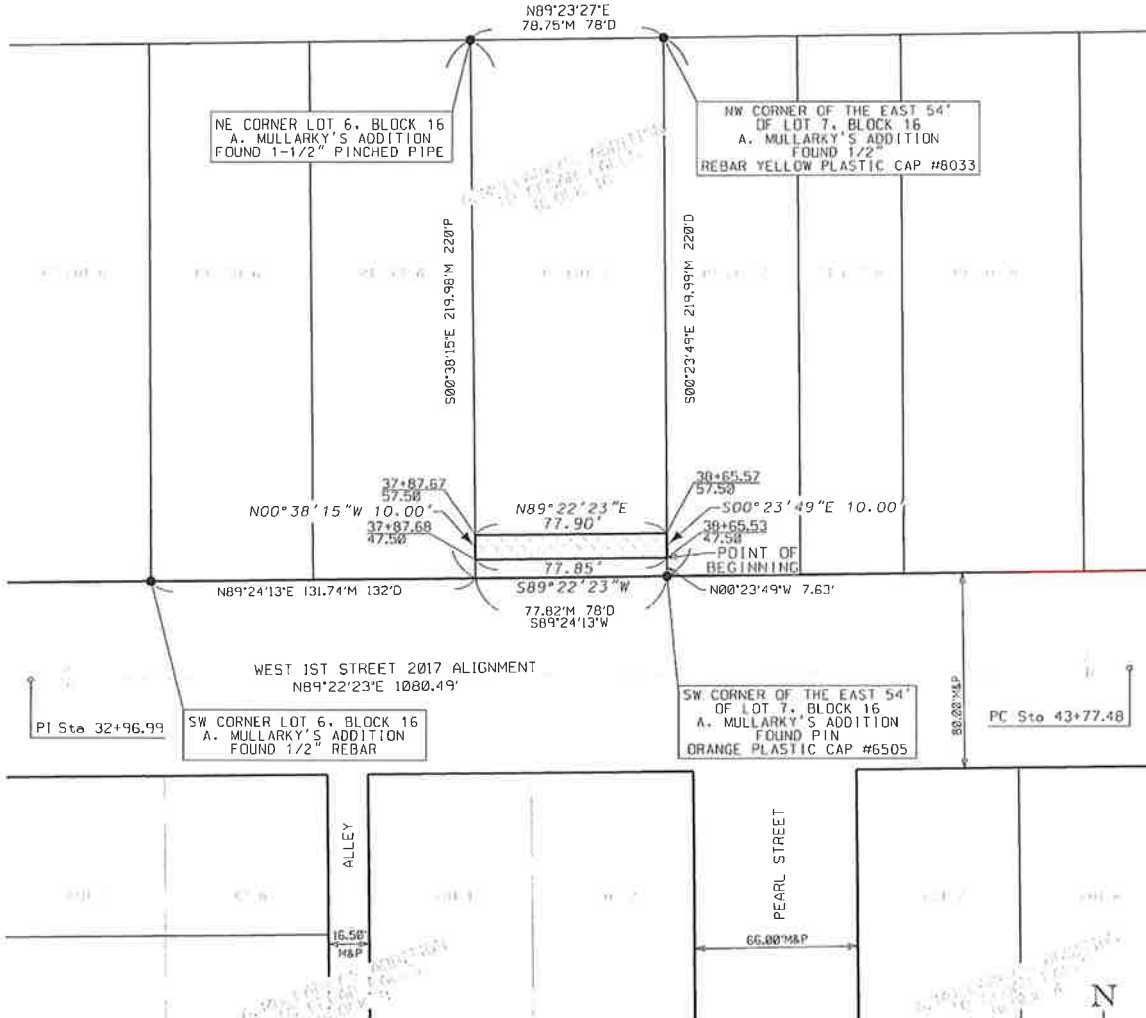
NOTE:

THE SOUTH LINE OF BLOCK 16 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH 89°24'13" EAST.

**IOWA DEPARTMENT OF TRANSPORTATION  
ACQUISITION PLAT  
EXHIBIT "A"**

COUNTY BLACK HAWK STATE CONTROL NO. \_\_\_\_\_  
 PROJECT NO. STP-57-2(28)-2C-07 PARCEL NO. 20  
 SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST  
 ROW-FEE \_\_\_\_\_ AC. EASE 779 S.F.  EXCESS-FEE \_\_\_\_\_ AC  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ MAIN LINE \_\_\_\_\_ SIDE \_\_\_\_\_  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ SIDE ROAD \_\_\_\_\_ SIDE \_\_\_\_\_  
 ACQUIRED FROM DOUGLAS D. JOHNSON

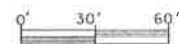
CITY OF CEDAR FALLS, IOWA  
 EASEMENT ACQUIRED FOR PUBLIC UTILITY



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

*Tony Coady*      2-18-2018  
 TONY COADY      DATE:  
 License number 18643  
 My License Renewal Date is December 31, 2019  
 Pages covered by this seal: \_\_\_\_\_  
 EXHIBIT "A" ONLY

- ▲ FOUND SECTION CORNER
- FOUND RIGHT OF WAY RAIL
- FOUND IDOT ALUM. CAP (UNLESS OTHERWISE NOTED)



DATE REVISED \_\_\_\_\_  
 DATE DRAWN JANUARY 29, 2018

SCALE 1" = 60'

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 20

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

EASEMENT GRANTED FOR PUBLIC UTILITY DESCRIBED AS FOLLOWS:

A PART OF LOT 7 OF, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE EAST 54.00 FEET OF SAID LOT 7, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS; THENCE NORTH 00°23'49" WEST ALONG THE WEST LINE OF THE EAST 54.00 FEET OF SAID LOT 7, A DISTANCE OF 7.63 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°24'13" WEST, 77.85 FEET TO THE WEST LINE OF SAID LOT 7; THENCE NORTH 00°38'15" WEST ALONG SAID WEST LINE OF LOT 7, A DISTANCE OF 10.00 FEET; THENCE NORTH 89°22'23" EAST, 77.90 FEET TO SAID WEST LINE OF THE EAST 54.00 FEET OF SAID LOT 7; THENCE SOUTH 00°23'49" EAST ALONG SAID WEST LINE OF THE EAST 54.00 FEET OF SAID LOT 7, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.02 AC. (779 S.F.).

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

THE SOUTH LINE OF BLOCK 16 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH 89°24'13" EAST.



**LEGEND**

- PROPOSED TEMPORARY EASEMENT
- PROPOSED FEE TITLE
- PROPOSED PERMANENT EASEMENT \*
- PROPOSED ROADWAY
- PROPOSED SIDEWALK
- PROPOSED DRIVEWAY/PARKING LOT
- EXISTING RIGHT-OF-WAY
- LOT LINE
- PROPOSED STORM SEWER
- W PROPOSED WATER MAIN
- PROPOSED WATER SERVICE
- PROPOSED SANITARY SEWER
- PROPOSED SANITARY SERVICE
- RETAINING WALL

\* INCLUDES UNDERLYING TEMPORARY EASEMENTS



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION  
 PARCEL 20 - DOUGLAS D. JOHNSON

SCALE:  
 1" = 40'

DATE:  
 02/08/2018

PROJECT #:  
 STP-57-2(28)-20-07



#P1 TORVLA  
 #PENTBL  
 #SHEETNAME

**CITY OF CEDAR FALLS  
TENANT PURCHASE AGREEMENT**

**Property Address:** 1009 W. 1<sup>st</sup> St. **County Tax Parcel No:** 8914-11-228-019  
**Parcel Number 20** **Project Name:** West 1<sup>st</sup> Street Cedar Falls IA 57 Reconstruction Project  
**Project Number** STP-57-2(28)--2c-07

**THIS AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between Denise Schurch, Seller and the City of Cedar Falls, Iowa, Buyer.**

1. Buyer agrees to buy and Seller hereby conveys Seller's leasehold interest in the following real estate, hereinafter referred to as the premises:

See Attached Legal Description of Acquisition Area  
See Attached Acquisition Plat  
See Attached Temporary Easement Area(s)

and more particularly described on page(s) 4-8, and all improvements of whatever type situated on the premises.

2. The Premises also includes all of the Seller's estates, rights, title and interests in any leaseholds, including easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project.

Seller is tenant on the property of the following owner: Douglas D. Johnson

3. In consideration of Seller's conveyance of Seller's leasehold interest in the premises to Buyer, Buyer agrees to pay to Seller the sum of One Hundred Dollars (\$100.00). Seller agrees to surrender physical possession of the premises effective upon commencement of construction activity. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto.
4. Seller grants to the City a Fee Acquisition, Permanent and Temporary Easement as shown on the attached acquisition plat/temporary and permanent easement area plat. Any Temporary Construction Easement shall terminate upon completion of the project.
5. Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the premises per the terms of this agreement. Seller grants Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data.
6. This agreement shall apply to and bind the legal successors in interest of the Seller.
7. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by the Buyer.
8. This written agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically

provided for herein.

- 9. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

None Known

- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

Denise M. Schurch  
Name

Name

Denise M. Schurch  
Printed Name

Printed Name

For an acknowledgment in an individual capacity:

State of Iowa County of Black Hawk

This record was acknowledged before me on October 29, 2018

by Denise M. Schurch, Tenant Name(s) of individual(s)

Marcie Breitbach  
Signature of notarial officer

Marcie Breitbach  
Printed name of notarial officer

April 28, 2019  
My commission expires



**BUYER'S APPROVAL**

By: \_\_\_\_\_  
James P. Brown, Mayor (date)

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC (date)  
City Clerk

**MUNICIPALITIES ACKNOWLEDGMENT**

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2018, by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

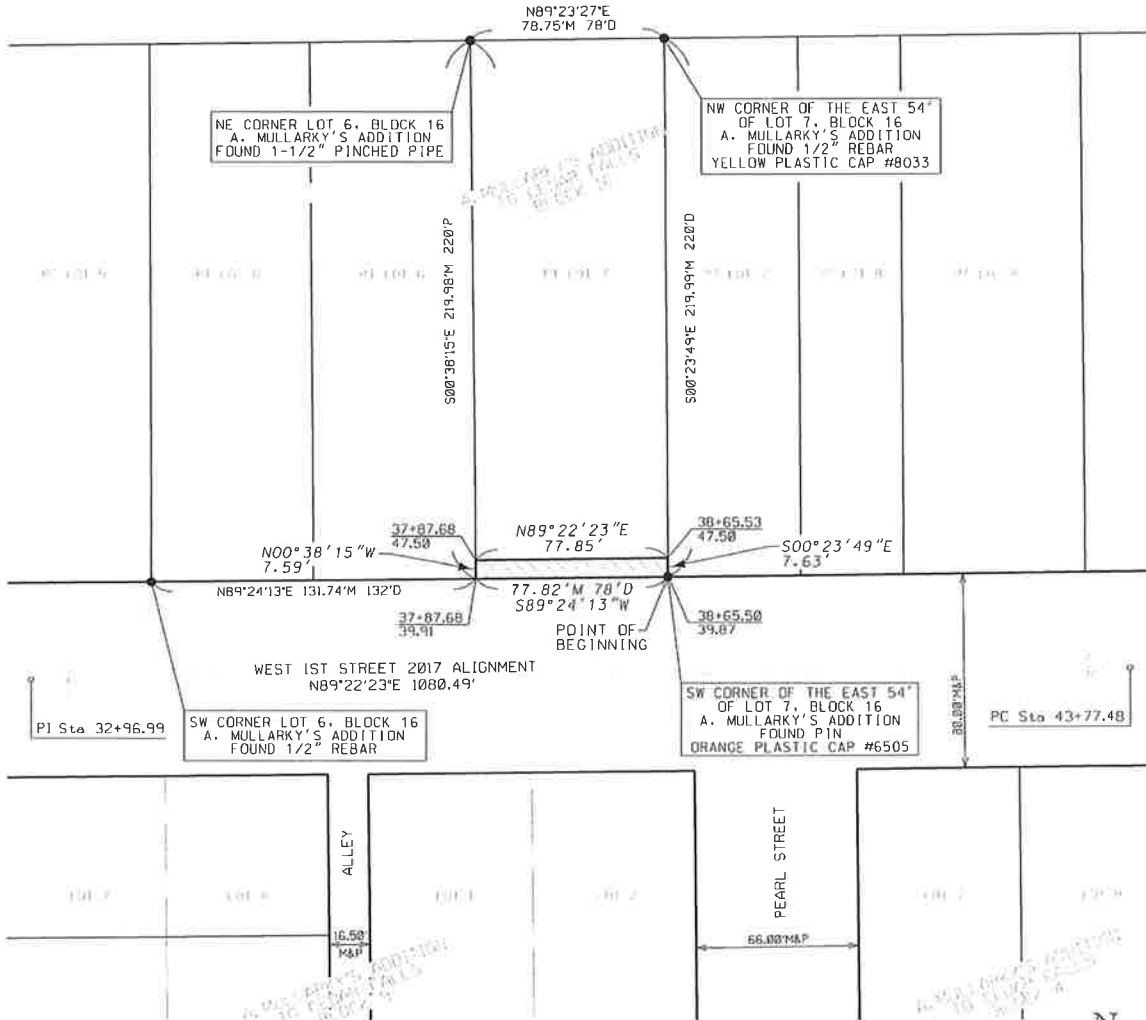
\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires: \_\_\_\_\_  
\_\_\_\_\_

IOWA DEPARTMENT OF TRANSPORTATION  
ACQUISITION PLAT  
EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. \_\_\_\_\_  
PROJECT NO. STP-57-2(28)-2C-07 PARCEL NO. 20  
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ROW-FEE 592 S.F. AC, EASE \_\_\_\_\_ AC EXCESS-FEE \_\_\_\_\_ AC  
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ACQUIRED FROM DOUGLAS D. JOHNSON

CITY OF CEDAR FALLS, IOWA

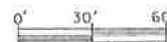


I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

*Terry Comy* 2-18-2018  
TERRY COMY DATE:  
License number 18643  
My License Renewal Date is December 31, 2019  
Pages covered by this seal: \_\_\_\_\_  
EXHIBIT "A" ONLY



- ▲ FOUND SECTION CORNER
- FOUND RIGHT OF WAY RAIL
- FOUND IDOT ALUM. CAP (UNLESS OTHERWISE NOTED)



DATE REVISED \_\_\_\_\_

DATE DRAWN JANUARY 29, 2018

SCALE 1" = 60'

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 20

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

A PART OF LOT 7 OF, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

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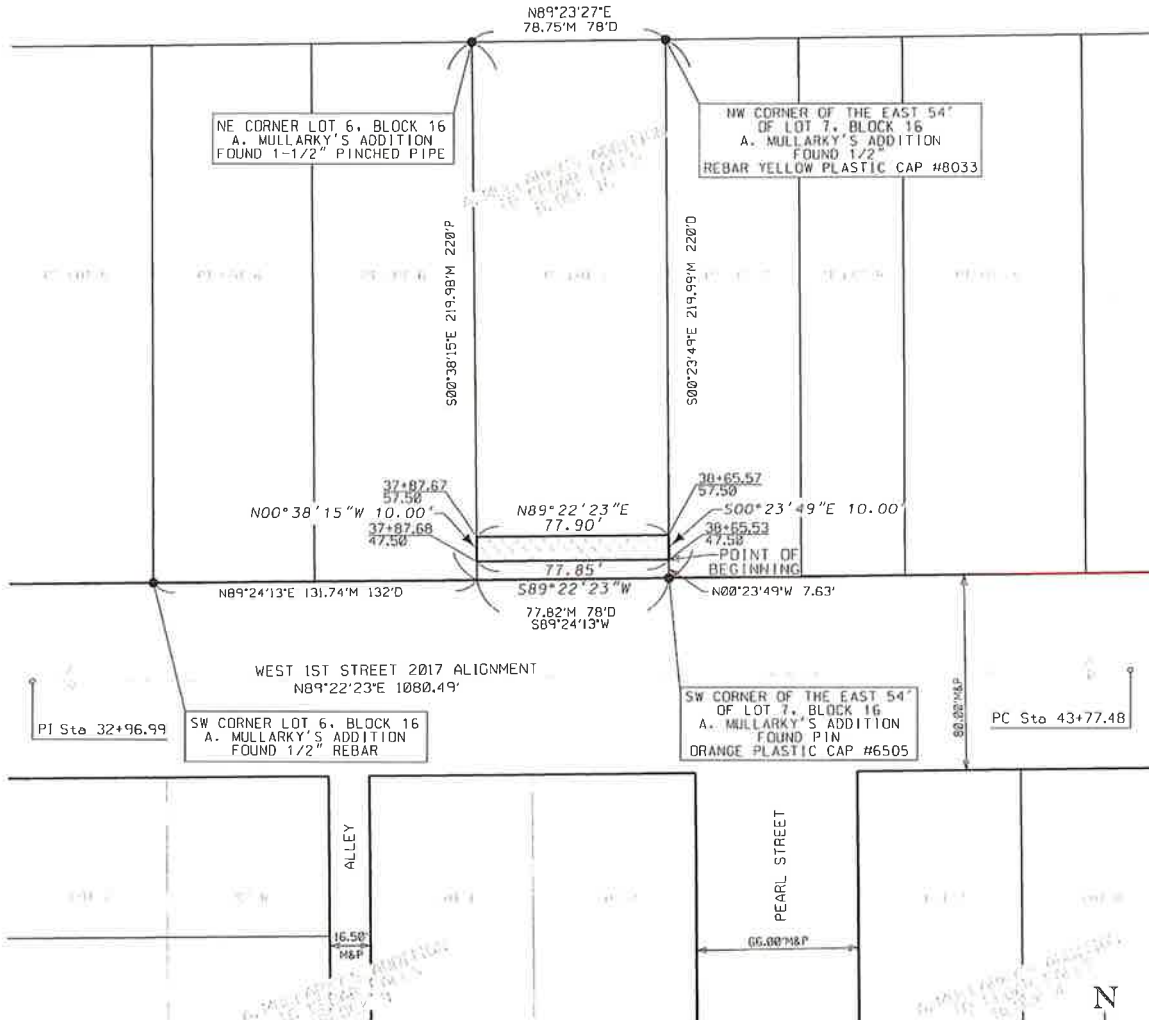
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**IOWA DEPARTMENT OF TRANSPORTATION  
ACQUISITION PLAT  
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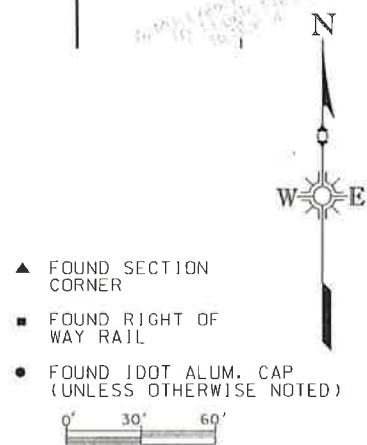
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 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ MAIN LINE \_\_\_\_\_ SIDE \_\_\_\_\_  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ SIDE ROAD \_\_\_\_\_ SIDE \_\_\_\_\_  
 ACQUIRED FROM DOUGLAS D. JOHNSON

CITY OF CEDAR FALLS, IOWA  
 EASEMENT ACQUIRED FOR PUBLIC UTILITY



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

*Terry Coard*      2-18-2018  
 \_\_\_\_\_  
 TERRY COARD      DATE:  
 License number 18643  
 My License Renewal Date is December 31, 2019  
 Pages covered by this seal: \_\_\_\_\_  
EXHIBIT "A" ONLY



DATE REVISED \_\_\_\_\_  
 DATE DRAWN JANUARY 29, 2018 SCALE 1" = 60'

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 20

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

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NOTE:

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**LEGEND**

- PROPOSED TEMPORARY EASEMENT
- PROPOSED FEE TITLE
- PROPOSED PERMANENT EASEMENT \*
- PROPOSED ROADWAY
- PROPOSED SIDEWALK
- PROPOSED DRIVEWAY/PARKING LOT
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- PROPOSED SANITARY SEWER
- PROPOSED SANITARY SERVICE
- RETAINING WALL

\* INCLUDES UNDERLYING TEMPORARY EASEMENTS



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION  
 PARCEL 20 - DOUGLAS D. JOHNSON

SCALE:  
 1"= 40'

DATE:  
 02/08/2018

PROJECT #:  
 STP-57-2(28) 00-07



\$PLOTNO\$  
 \$PENTBL\$  
 \$SHEETNAME\$



## 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:** November 15, 2018  
**SUBJECT:** Central Business District Overlay Design Review for 312 Main Street

---

**REQUEST:** Request to approve a new overhead door on the back of 312 Main Street

**PETITIONER:** Darin Beck (Lark Brewing Owner); Levi Architecture (Contractor)

**LOCATION:** 312 Main Street

---

#### PROPOSAL

312 Main Street is currently going through a remodeling project for its new tenant, Lark Brewing. The project includes new interior renovations and the addition of an overhead door to the back of the building. This overhead door will be used for moving in brewing equipment and for the delivery and shipping of product. See images below of the current back of 312 Main Street and what is being proposed.



Current



Proposed

## BACKGROUND

This item requires review by the Planning and Zoning Commission and the City Council since this property is located within the Central Business District (Section 29-168). The downtown district requires a building site plan review (i.e. design review) for any “substantial improvement” to a building, including the addition of an exterior door. 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 awning structures or similar material extensions over the public sidewalk area. A substantial improvement also includes any increase or decrease in existing building height and/or alteration of the existing roof pitch or appearance.”

## ANALYSIS

This property is located in a C-3, commercial zoning district, and falls within the Central Business District Overlay. As noted above, all 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 project:

1. Proportion: This section requires that the relationship of width and height of windows and doors of adjacent buildings be considered in the construction or alteration of a building. The proposed overhead door is 6 feet wide by 7 feet tall. This type of door that supports business operations on the back of a commercial building is common. This criterion is met.
2. Roof shape, pitch and direction: The roof of the building is not being altered. This criterion does not apply.
3. Pattern: The applicant is proposing to add a new opening to the back of 312 Main Street to support the new tenant’s business operations. This opening will face the alley and will be used for the delivery and shipping of product. The back of the buildings along the alley have no distinct pattern of solid surfaces and openings. This criterion is met.
4. Building Composition: This section requires the design review to address flat, continuous, and overly long building walls. Adding a door to the back of the building will create an additional visual break. This criterion is met.
5. Window and transparency: The size, proportion, and type of windows on the building’s storefront are not changing. The proposed overhead door to the back of the building will have two glass lite kits. There are few to no windows in the building walls along the alley. The windows on the proposed door will add an element of transparency to an area where none previously existed. This criterion is met.
6. Materials and texture: The proposed sectional overhead door will be metal. The existing vinyl siding on the back of the property will remain or be replaced if required by construction. The metal material for the overhead door is appropriate in the context of the building.

of the back of the buildings along the alley. This criterion is met.

7. Color: The existing vinyl siding on the back of the structure will remain or will be replaced with a matching color if required by construction. The proposed sectional overhead door will be white. The proposed door will blend in with the white vinyl siding that will surround it. This criterion is met.
8. Architectural features: The architectural features of the building are remaining the same. This criterion does not apply.
9. Building Entries: This section pertains to pedestrian entries into a building. The entry into the building will not change. This criterion does not apply.
10. Exterior mural wall drawings, painted artwork, exterior painting. This criterion does not apply for this review
11. Signage: The new tenant will replace the existing façade's wall signage with signage for Lark Brewing. The new signage will be similar in size and location. The new signage will not materially change the appearance, shape, or configuration of the existing building. Review by the Planning and Zoning Commission and City Council is not required for this item (Section 29-168 (f)(2)). This criterion does not apply.

#### PLANNING & ZONING COMMISSION

Vote	Planner Lehmann presented the proposed façade changes to the Planning and Zoning Commission. The Commission felt the proposal was appropriate. There were no other questions or comments. The proposal was unanimously approved by the Commission.
11/14/2018	

#### STAFF RECOMMENDATION

The Planning & Zoning Commission and Community Development Department recommend approval of the proposed addition of an overhead door to the back of 312 Main Street.

Attachments: Letter of intent from property owners  
Additional details about proposed work

Iris Lehmann  
Planner I  
City of Cedar Falls  
220 Clay Street  
Cedar Falls, IA 50613

November 2, 2018

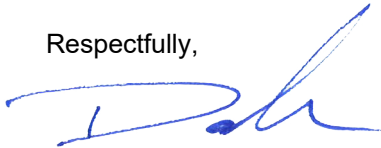
Re: Lark Brewing – Rear Elevation Overhead Door  
312 Main Street  
Cedar Falls, IA 50613

Ms. Lehmann,

The scope of work at the above-mentioned project includes the addition of a new 6'x7' sectional overhead door, color white. The door will have two glass lite kits. Existing vinyl siding to remain or be replaced if required by construction and will be a matching color. The reason for adding the door is to create an opening large enough to move in brewing equipment/tanks. It will also be used for delivery/shipping of product.

Levi Architecture submits this proposal on behalf of Lark Brewing Owner, Darin Beck (darin@barmuda.com). Please feel free to contact us at your convenience if you have any questions regarding this submittal.

Respectfully,



Dan Levi, AIA  
Levi Architecture



1009 technology parkway  
p.o. box 1240  
cedar falls, ia 50613

319.277.5636 o  
319.277.5639 f



Lark Brewing  
Existing Rear Elevation  
312 Main Street - Cedar Falls  
11.2.18

New 6'x7'  
OH Door



Lark Brewing  
Proposed Rear Elevation  
312 Main Street - Cedar Falls  
11.2.18

583



## 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:** November 15, 2018  
**SUBJECT:** Facade review of property in the College Hill Neighborhood Overlay

**REQUEST:** New signage and awnings on storefront

**PETITIONER:** Kyle Dehmlow (Owner); Signs & Designs, INC (Contractor)

**LOCATION:** 917 W 23rd Street Suite A

#### PROPOSAL

The applicant is requesting a façade review for a new projecting sign and awnings at 917 W 23rd Street Suite A to advertise the building's new tenant, Icon Donuts. See image of the proposed projecting sign to the right. 917 W 23rd Street is located in the College Hill Neighborhood Overlay.



#### BACKGROUND

The College Hill Neighborhood district requires a site plan review (i.e. design review) by the Planning & Zoning Commission and the City Council for any substantial improvement to an exterior façade. A substantial improvement to properties in the College Hill Neighborhood is defined in Section 29-160 (c) and includes: "any new, modified or replacement awnings, signs or similar projections over public sidewalk areas." Typically signage is not part of the review process unless the review is mandated by Ordinance Section 29-160. In this case, when a new projecting sign is installed that overhangs the public right-of-way the Planning & Zoning Commission and City Council must review and approve the request (29-160(g)(5)).

#### ANALYSIS

The projecting sign will be placed above the store's entrance on W 23rd Street and under the existing Greenhouse Kitchen sign. The proposed sign will be constructed out of aluminum, will not be lighted, is roughly 11 square feet in size, and will be elevated 13 feet above the sidewalk.



City code Section 3-59 requires projecting signs over the right-of-way to have a minimum clearance of 10 feet. The size and placement of the proposed sign meets city code and height clearances.

The proposed awnings will go on the east and south side windows of the building and extend 18 inches over the right-of-way. Each awning is made with aluminum tubing and covered with Ferrari awning vinyl. The bottom of the awning will be 8 feet off of the sidewalk. The height and placement of the proposed awnings are consistent with the other awnings on this building and along this street.



The material currently covering the windows, seen in the image above and those attached, will be taken down once the renovation of the interior of this building is completed.

**TECHNICAL COMMENTS**

No comments.

**PLANNING & ZONING COMMISSION**

Discussion/Vote 11/14/2018 Planner Lehmann presented the proposed façade changes to the Planning and Zoning Commission. The Commission felt the proposal was appropriate. There were no other questions or comments. The proposal was unanimously approved by the Commission.

**STAFF RECOMMENDATION**

The Planning & Zoning Commission and the Community Development Department recommend approval of the submitted facade plan for 917 W 23rd Street Suite A.

Attachments: Letter of intent from property owners  
Additional details about proposed work

10/30/2018

Icon Donuts  
917 West 23rd Street,  
Suite A  
Cedar Falls. Iowa 50613

Work Being done:

A) New unlighted projecting sign made out of aluminum 26" x 60" that will be mounted to the wall under the existing Greenhouse Kitchen sign. The sign will be 13' to the bottom of the sign.

B) Awnings over 3) windows Each is 32" x 8' wide and projects 18" from the building. Each awning is made with aluminum tubing and covered with Ferrari awning vinyl. The bottoms are 8' off the sidewalk.

---

Icon- Owner Contact: Kyle Dehmlow 319-415-3554  
Sign Contractor contact: David Schachterle Signs & Designs, Inc. 319-277-8829

Sincerely

David Schachterle

# CV Properties II, LLC

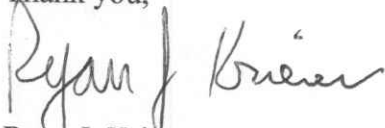
PO Box 128  
Cedar Falls, IA 50613  
(319) 231-6585  
cedarfallsrentals@gmail.com

10/31/18

To Whom It May Concern:

We are very excited of a new tenant coming to our location at 917 W 23<sup>rd</sup> St. Icon Donuts will provide more choices for visitors and residents of the College Hill area, and hopefully this will continue the growth to this great area of town. They have presented designs for signage and canopies for the outside of the building, which we approve with no changes.

Thank you,



Ryan J. Kriener  
(319) 231-6585



Proposed



Existing



ICON is a 26" x 60" unlighted sign lettered both sides.  
Aluminum tube frame and aluminum faces.  
Pink donut and ICON letters are raised 1/2" thick







## DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls  
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### MEMORANDUM

#### *Planning & Community Services Division*

**TO:** Honorable Mayor James P. Brown and City Council  
**FROM:** Shane Graham, Planner II  
**DATE:** November 14, 2018  
**SUBJECT:** Property Acquisition: Artesian Earthworks, L.L.C.  
Location: S. Union Road, just west of the West Viking Road Industrial Park.

Attached for your review and approval is the Offer to Buy Real Estate and Acceptance with Artesian Earthworks, L.L.C.) for the purchase of their 73.65 acre (more or less) property located just west of the West Viking Road Industrial Park, along S. Union Road. The City has been working with the property owner for the past several months towards this possible property acquisition.

For the past several months, staff has been meeting to discuss potential strategic land acquisitions for the continued long term development of the Cedar Falls Industrial Parks. The primary factors driving this recommended acquisition include:

- The property is located adjacent to the City's existing West Viking Road Industrial Park, which was platted in a way that future expansion of the industrial park could expand onto this property.
- The 73.65-acre property will provide the City an option to provide larger sites for large-scale developments, which the City currently has limited options for.
- The City recently came to an agreement to purchase the 126.07-acre property adjacent to the north for future industrial uses. Combined with this parcel, 199.72 acres of land will be available for future development.
- The purchase price of \$1,546,650.00 (\$21,000 per acre) is a favorable price for the City of Cedar Falls.

The 73.65 acre purchase from Artesian Earthworks, LLC was presented to City Council in Executive Session on November 5, 2018 with a positive indication to pursue the acquisition. The long term development of this property would be for the expansion of the West Viking Road Industrial Park, which is located directly to the east of this

property. We anticipate future potential large site projects will be high quality, high valuation, and create employment opportunities.

As noted, the agreed upon purchase price is \$21,000 per acre, or **\$1,546,650.00**. The City will investigate whether infrastructure installation can start within the next year or if a Farm Lease Request for Proposal should be sent out for this property in order to generate revenue until the property is ready for infrastructure installation. Any potential future farm income from this property would be paid to the City of Cedar Falls.

Payment for this purchase would be made from the City's Economic Development Fund. The \$1,546,650.00 expenditure will then be reimbursed in its entirety from the Unified Highway 58 Corridor Urban Renewal Plan (TIF District) when debt is next certified by the City prior to December 1, 2019. Please note that this property is currently not within the Unified Highway 58 Corridor Urban Renewal Area, however staff is currently working on a Plan amendment where this property will be added to the Unified Highway 58 Corridor Urban Renewal Plan prior to closing on the purchase of the property in January 2019. The Plan amendment should be before City Council on December 17, 2018.

Attached for your review is the Offer to Buy Real Estate and Acceptance contract prepared by City Attorney Kevin Rogers covering the entire 73.65 acres owned by Artesian Earthworks, L.L.C. The attached document has been executed by the above property owner.

### **RECOMMENDATION**

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

1. Resolution approving and authorizing execution of an Offer to Buy Real Estate and Acceptance for 73.65 acres, more or less, of farm real estate owned by Artesian Earthworks, L.L.C.

If the Offer to Buy Real Estate and Acceptance is approved by City Council on November 19, 2018, staff anticipates closing on the property on January 16, 2019, and acceptance of the applicable Warranty Deed would be on the following City Council agenda.

The proposed acquisition of the Rieger property is consistent with the following established City Council Organizational Goals:

Organizational Goal 6: Create an environment conducive to economic development.

Long Term & On-going Objective: Implement the long-term plan for the expansion of the City's Unified Industrial Park. This plan should include ways to acquire land and provide adequate infrastructure utilizing cooperative efforts with other groups and agencies.

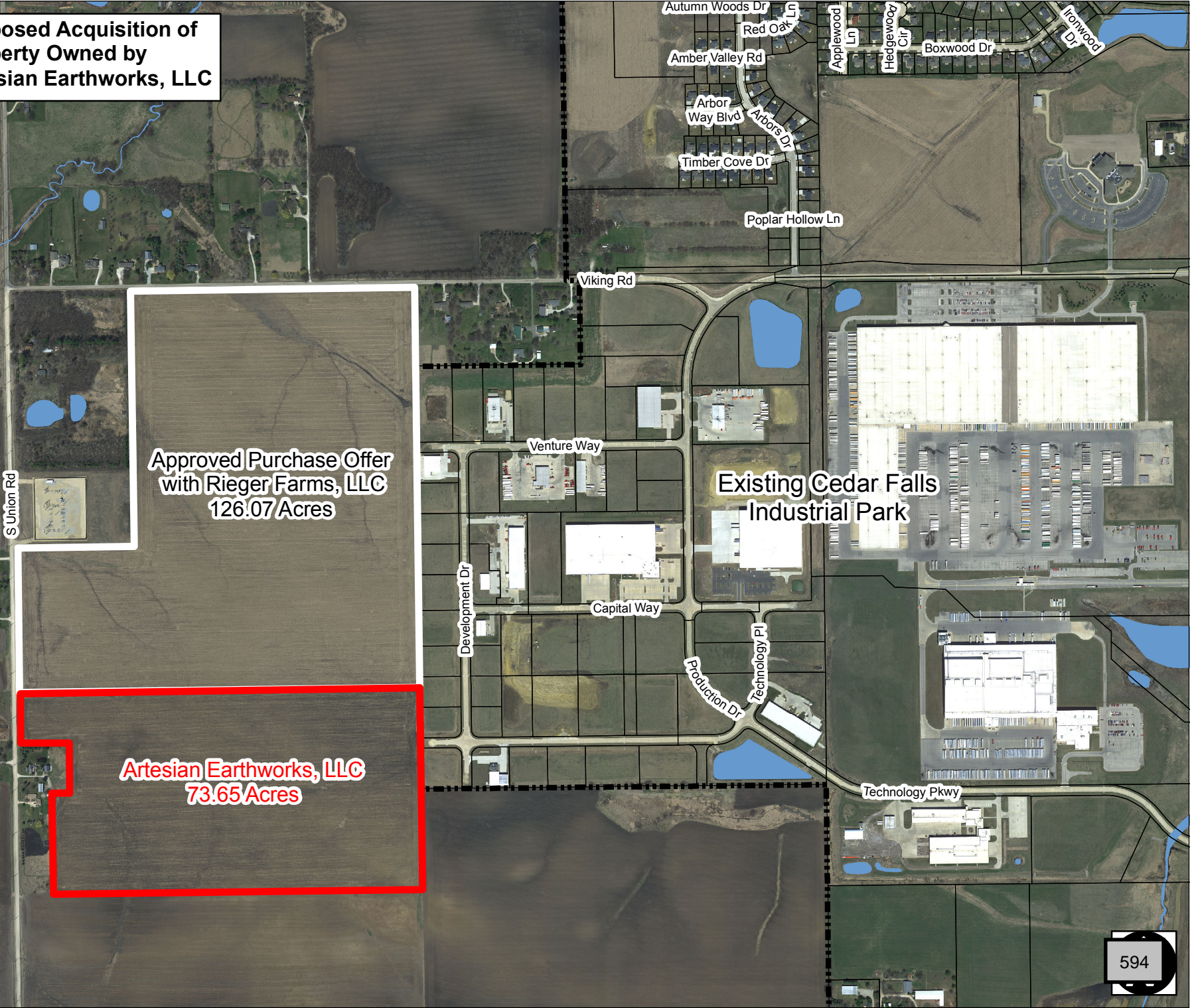


If you have any questions regarding the proposed purchase offer, please contact the Community Development Department.

xc: Stephanie Houk Sheetz, Director of Community Development  
Karen Howard, Planning & Community Services Manager  
Kevin Rogers, City Attorney  
Jennifer Rodenbeck, Director of Finance & Business Operations



**Proposed Acquisition of Property Owned by Artesian Earthworks, LLC**



**Approved Purchase Offer with Rieger Farms, LLC  
126.07 Acres**

**Artesian Earthworks, LLC  
73.65 Acres**

**Existing Cedar Falls Industrial Park**



## OFFER TO BUY REAL ESTATE AND ACCEPTANCE

TO: Artesian Earthworks, L.L.C., Sellers:

1. REAL ESTATE DESCRIPTION. The Buyers offer to buy real estate in Black Hawk County, Iowa, described as follows:

The North 1/2 of the Southwest 1/4 of Section 34, Township 89 North, Range 14 West of the 5th Principal Meridian, Black Hawk County, Iowa, except the West 231 feet of the South 600 feet thereof, and except Parcel "A" as described in Document No. 2017-02916 of the Recorder's Office of Black Hawk County, Iowa.

with any easements and appurtenant servient estates, but subject to the following: a. any zoning and other ordinances; b. any covenants of record; c. any easements of record for public utilities, roads and highways, and d. (consider: liens, mineral rights; other easements; interests of others.)  
N/A

designated the Real Estate; provided Buyers, on possession, are permitted to make the following use of the Real Estate: Any lawful purpose

2. PRICE. The purchase price shall be \$ 1,546,650.00, payable at Black Hawk County, Iowa, as follows: In cash in full payment, on the date of closing and possession

3. REAL ESTATE TAXES. Sellers shall pay real estate taxes prorated to the date of closing and possession.

and any unpaid real estate taxes payable in prior years. Buyers shall pay all subsequent real estate taxes. Any proration of real estate taxes on the Real Estate shall be based upon such taxes for the year currently payable unless the parties state otherwise.

4. SPECIAL ASSESSMENTS.

- A. Sellers shall pay all special assessments which are a lien on the Real Estate as of the date of acceptance of this offer.  
B. If A. IS STRICKEN, then Sellers shall pay all installments of special assessments which are a lien on the Real Estate and, if not paid, would become delinquent during the calendar year this offer is accepted, and all prior installments thereof.  
C. All other special assessments shall be paid by Buyers.

5. RISK OF LOSS AND INSURANCE. Risk of loss prior to Seller's delivery of possession of the Real Estate to Buyers shall be as follows:

- A. All risk of loss shall remain with Sellers until possession of the Real Estate shall be delivered to Buyers.  
B. IF A. IS STRICKEN, Sellers shall maintain \$ \_\_\_\_\_ of fire, windstorm and extended coverage insurance on the Real Estate until possession is given to Buyers and shall promptly secure endorsements to the appropriate insurance policies naming Buyers as additional insureds as their interests may appear. Risk of loss from such insured hazards

shall be on Buyers after Sellers have performed under this paragraph and notified Buyers of such performance. Buyers, if they desire, may obtain additional insurance to cover such risk.

6. CARE AND MAINTENANCE. The Real Estate shall be preserved in its present condition and delivered intact at the time possession is delivered to Buyers, provided, however, if 5.a. is stricken and there is loss or destruction of all or any part of the Real Estate from causes covered by the insurance maintained by Sellers, Buyers agree to accept such damaged or destroyed Real Estate together with such insurance proceeds in lieu of the Real Estate in its present condition and Sellers shall not be required to repair or replace same.
  7. POSSESSION. If Buyers timely perform all obligations, possession of the Real Estate shall be delivered to Buyers on January 16, 2019, with any adjustments of rent, insurance, and interest to be made as of the date of transfer of possession.
  8. FIXTURES. All property that integrally belongs to or is part of the Real Estate, whether attached or detached, such as light fixtures, shades, rods, blinds, awnings, windows, storm doors, screens, plumbing fixtures, water heaters, water softeners, automatic heating equipment, air conditioning equipment, wall to wall carpeting, built-in items and electrical service cable, outside television towers and antenna, fencing, gates and landscaping shall be considered a part of Real Estate and included in the sale except: (consider: rental items.) N/A
- 
9. USE OF PURCHASE PRICE. At time of settlement, funds of the purchase price may be used to pay taxes and other liens and to acquire outstanding interests, if any, of others.
  10. ABSTRACT AND TITLE. Sellers, at their expense, shall promptly obtain an abstract of title to the Real Estate continued through the date of acceptance of this offer, and deliver it to Buyers for examination. It shall show merchantable title in Sellers in conformity with this agreement, Iowa law and Title Standards of the Iowa State Bar Association. The abstract shall become the property of the Buyers when the purchase price is paid in full. Sellers shall pay the costs of any additional abstracting and title work due to any act or omission of Sellers, including transfers by or the death of Sellers or their assignees.
  11. DEED. Upon payment of the purchase price, SELLERS shall convey the Property to BUYERS by Warranty deed, free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement. General warranties of title shall extend to the time of delivery of the deed excepting liens or encumbrances suffered or permitted by BUYERS.
  12. JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE. If Sellers, immediately preceding acceptance of this offer, hold title to the Real Estate in joint tenancy with full right of survivorship, and the joint tenancy is not later destroyed by operation of law or by acts of the Sellers, then the proceeds of this sale, and any continuing or recaptured rights of Sellers in the Real Estate, shall belong to Sellers as joint tenants with full rights of survivorship and not as tenants in common; and Buyers, in the event of the death of either Seller, agree to pay any balance of the price due Sellers under this contract to the surviving Seller and to accept a deed from the surviving Seller consistent with paragraph 11.
  13. JOINDER BY SELLER'S SPOUSE. Seller's spouse, if not a titleholder immediately preceding acceptance of this offer, executes this contract only for the purpose of relinquishing all rights of dower, homestead and distributive shares or in compliance with Section 561.13 of the Iowa Code and agrees to execute the deed or real estate contract for this purpose.
  14. TIME IS OF THE ESSENCE. Time is of the essence in this contract.
  15. REMEDIES OF THE PARTIES

A. If Buyers fail to timely perform this contract, Sellers may forfeit it as provided in the Iowa

Code, and all payments made shall be forfeited or, at Seller's option, upon thirty days written notice of intention to accelerate the payment of the entire balance because of such failure (during which thirty days such failure is not corrected) Sellers may declare the entire balance immediately due and payable. Thereafter this contract may be foreclosed in equity and the Court may appoint a receiver.

- B. If Sellers fail to timely perform this contract, Buyers have the right to have all payments made returned to them.
- C. Buyers and Sellers also are entitled to utilize any and all other remedies or actions at law or in equity available to them and shall be entitled to obtain judgment for costs and attorney fees as permitted by law.

- 16. STATEMENT AS TO LIENS. If Buyers intend to assume or take subject to a lien on the Real Estate, Sellers shall furnish Buyers with a written statement from the holder of such lien, showing the correct balance due.
- 17. SUBSEQUENT CONTRACT. Any real estate contract executed in performance of this contract shall be on a form of the Iowa State Bar Association.
- 18. APPROVAL OF COURT. If the sale of the Real Estate is subject to Court approval, the fiduciary shall promptly submit this contract for such approval. If this contract is not so approved, it shall be void.
- 19. CONTRACT BINDING ON SUCCESSORS IN INTEREST. This contract shall apply to and bind the successors in interest of the parties.
- 20. CONSTRUCTION. Words and phrases shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.
- 21. CERTIFICATION. Buyers and Sellers each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.
- 22. TIME FOR ACCEPTANCE. If this offer is not accepted by Sellers on or before December 15, 2018 it shall become void and all payments shall be repaid to the Buyers.
- 23. INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM. Delete inappropriate alternatives below. If no deletions are made, the provisions set forth in Paragraph A shall be deemed selected.
  - A. Seller represents and warrants to Buyer that the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.
  - B. ~~The Property is served by a private sewage disposal system, or there is a private sewage disposal system on the Property. Seller and Buyer agree to the provision selected in the attached Addendum for Inspection of Private Sewage Disposal System.~~
  - C. ~~Seller and Buyer agree that this transaction IS exempt from the time of transfer inspection requirements by reason that \_\_\_\_\_~~  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

24. OTHER PROVISIONS.

A. This offer is conditioned on the Seller consenting to the inclusion of the Real Estate in a City-sponsored urban renewal area and the City taking the necessary legislative steps to include the property in the urban renewal area prior to closing.

B. This Offer is subject to approval by the City Council of the City of Cedar Falls, Iowa.

Accepted 11/14/18

Dated \_\_\_\_\_

SELLERS

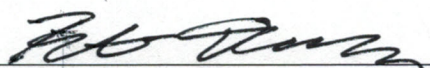
BUYERS

\_\_\_\_\_  
Artesian Earthworks, LLC

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

by

by

  
\_\_\_\_\_

\_\_\_\_\_

Brent Dahlstrom, Member

James P. Brown, Mayor

Attest:

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

**Addendum for  
Inspection of Private Sewage Disposal System**

Buyer and Seller agree on the following initialed alternative to comply with the time of transfer inspection of private sewage disposal systems:

\_\_\_\_\_ There is a private sewage disposal system on this Property which serves the Property. Seller has obtained or shall obtain at Seller's expense within \_\_\_\_\_ days a certified inspector's report which documents the condition of the private sewage disposal system, that it is of sufficient capacity to serve the Property, that the continued use of the system is permitted, and whether any modifications are required to conform to standards adopted by the Department of Natural Resources. Seller shall attach the inspection report to the Groundwater Hazard Statement to be filed at closing.

If Seller receives an unsatisfactory report, the basis of which cannot be resolved between Buyer and Seller within \_\_\_ days of delivery of a copy to Buyer, then upon written notice from Buyer to Seller, this agreement shall be null and void and all earnest money paid hereunder shall be returned immediately to Buyer.

\_\_\_\_\_ There is a private sewage disposal system on this Property. Weather or other temporary physical conditions prevent the certified inspection of the private sewage disposal system from being conducted. Buyer shall execute a binding acknowledgment with the County Board of Health to conduct a certified inspection of the private sewage disposal system at the earliest practicable time and to be responsible for any required modifications to the private sewage disposal system as identified by the certified inspection. Buyer shall attach a copy of the binding acknowledgment to the Groundwater Hazard Statement to be filed at closing. When the inspection is completed, an amended Groundwater Hazard Statement shall be filed with the certified inspection and shall include the document numbers of both the real estate transfer document and the original Groundwater Hazard Statement

Seller agrees at closing to deposit the sum of \$ \_\_\_\_\_ Dollars into escrow with \_\_\_\_\_ ("Escrow Agent") to reimburse Buyer for expenses incurred for the cost of the inspection and any required modifications to the private disposal system. Escrow Agent shall pay to Buyer, up to the amount held in escrow, amounts for required modifications after any such modifications are completed and upon submission to Escrow Agent of a detailed invoice. If no modifications are required, the entire escrow account shall be returned to Seller. Any funds remaining in the escrow account after any required modifications shall be returned to Seller. Seller shall not be responsible for any cost in excess of the escrow deposit.

\_\_\_\_\_ There is a private sewage disposal system on this Property. The building to which the sewage disposal system is connected will be demolished without being occupied. Buyer shall execute a binding acknowledgement with the county board of health to demolish the building within an agreed upon time period. Buyer shall attach a copy of the binding acknowledgement to the Groundwater Hazard Statement to be filed at closing.

\_\_\_\_\_ There is a private sewage disposal system on this Property. The private sewage disposal system has been installed within the past two years pursuant to permit number \_\_\_\_\_.

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

**RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AN OFFER TO BUY REAL ESTATE AND ACCEPTANCE FOR 73.65 ACRES, MORE OR LESS, OF FARM REAL ESTATE OWNED BY ARTESIAN EARTHWORKS, L.L.C.**

WHEREAS, the City Council of the City of Cedar Falls, Iowa, has been presented with a proposed Offer to Buy Real Estate and Acceptance between Artesian Earthworks, L.L.C., and the City of Cedar Falls, Iowa, for the sale and purchase of 73.65 acres, more or less, of farm real estate, legally described as:

The North ½ of the Southwest ¼ of Section 34, Township 89 North, Range 14 West of the 5<sup>th</sup> Principal Meridian, Black Hawk County, Iowa, except the West 231 feet of the South 660 feet thereof, and except Parcel "A" as described in Document No. 2017-02916;

and

WHEREAS, the City Council of the City of Cedar Falls, Iowa, deems it in the best interest of the City of Cedar Falls, Iowa, to approve and authorize execution of said Offer to Buy Real Estate and Acceptance.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA, that the Offer to Buy Real Estate and Acceptance for the sale of 73.65 acres, more or less, of farm real estate legally described as:

The North ½ of the Southwest ¼ of Section 34, Township 89 North, Range 14 West of the 5<sup>th</sup> Principal Meridian, Black Hawk County, Iowa, except the West 231 feet of the South 660 feet thereof, and except Parcel "A" as described in Document No. 2017-02916

by Artesian Earthworks, L.L.C., to the City of Cedar Falls, Iowa, a copy of which Offer to Buy Real Estate and Acceptance was presented at this meeting, be and the same is hereby approved, and that the Mayor and City Clerk are hereby authorized to execute said Offer to Buy Real Estate and Acceptance on behalf of the City of Cedar Falls, Iowa.

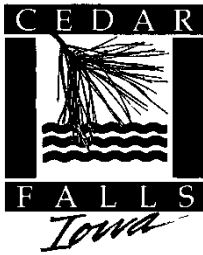
**ADOPTED this 19<sup>th</sup> day of November 2018.**

\_\_\_\_\_  
James P. Brown, Mayor

ATTEST:

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





# DEPARTMENT OF COMMUNITY DEVELOPMENT

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

## MEMORANDUM

### Planning & Community Services Division

**TO:** Honorable Mayor James P. Brown and City Council  
**FROM:** Shane Graham, Planner II  
**DATE:** November 15, 2018  
**SUBJECT:** Six Kids, L.L.C. (Jim Mudd, Jr.) Office Project in Cedar Falls Technology Park Phase II

**REQUEST:** Site plan review and approval for a new office building for Six Kids, L.L.C.

**PETITIONER:** Six Kids, L.L.C. (owner); Fehr-Graham (engineer); Levi Architecture (architect)

**LOCATION:** Lot 21 of Cedar Falls Technology Park Phase II

### PROPOSAL

Six Kids, L.L.C. is proposing to construct and own a new one-story, 17,386 square foot professional office facility on Lot 21 in Cedar Falls Technology Park Phase II. The building will be the new home for Rabo AgriFinance, which currently leases a smaller office space from the owner in another building that they own in the technology park. The site is 3.03 acres in size with direct access from Technology Parkway.



### BACKGROUND

This property is included in the Cedar Falls Technology Park Phase II subdivision that was approved by the City in 1998. Currently, four of the initial 23 platted lots remain available for development (including Lot 21). On October 1, 2018, City Council approved a development agreement with Six Kids, L.L.C., which transferred ownership of Lot 21 to allow for the construction of the proposed office building.

### ANALYSIS

The property is zoned BR, Business/Research District, which is intended to provide for the establishment of planned business, office, and research buildings or facilities. The ordinance also requires detailed site plan review prior to approval in order to ensure that the developme site satisfies a number of basic aesthetic standards. Attention to details such as parking, ope

green space, landscaping, signage, building design and other similar factors help to ensure orderly development in the entire area. Following is a review of the zoning ordinance and/or deed of dedication requirements for this property:

- 1) Use: The site plan shows a 17,386 square foot business/office use building. The use is permitted in the B/R District and is compatible with other office buildings within the Cedar Falls Technology Park. **Use is allowed and it suitable for the existing land use plan.**
  
- 2) Building Location: The required minimum setbacks in the B/R District (building and parking lots) are 30 foot for the front yard, 20 foot for the side yard, and 20 foot for the rear yard. The site plan shows an approximate 90-foot front yard setback, 20.11 and 20.34-foot side yard setbacks, and a 32.73-foot rear yard setback. One new access onto Technology Parkway is being shown at the northwest corner of the property. **Building setbacks are satisfied.**
  
- 3) Parking: The parking requirement for a business/professional office is one parking space for every 300 square feet of gross floor area. The proposed building is 17,386 square feet in area, thus requiring a total of 53 parking spaces. The proposed plan offers 116 parking spaces, including 5 handicap accessible parking spaces. This is 63 more parking spaces than what is required. The developer (Six Kids, L.L.C.) wants to ensure that excess parking beyond the minimum requirement is provided as this building could have up to 90 employees. The parking stall dimensions are 9' x 20' with 24' wide aisle/access routes. **The amount and dimension of the parking stalls and drives are met.**
  
- 4) Open Green Space: This BR, Business/Research District requires that open space be provided at the rate of 20% of the total development site area. The development site area is approximately 3.03 acres (132,236 sf.) which requires 26,448 square feet of open space. The open space being provided on the site plan is 65,987 square feet, which is 49.9% of the site. Following is a summary from the landscape plan that details how this provision is met.

Development Site	132,236	
Required Open/Green Space	26,448	20%
<b>Provided Open/Green Space</b>	<b>65,987</b>	<b>49.9%</b>

**The open green space exceeds the minimum requirement.**

- 5) Landscaping: The landscaping provision is split into three different components that include development site plantings, parking lot trees, and street trees. The development site standards require 0.02 points per square foot of lot area, exclusive of required setback areas. The parking lot plantings require one overstory tree for every 15 parking stalls. These plantings must be distributed throughout the parking lot instead of being confined to one area. Finally, street trees must be planted at the rate of 0.75 points per linear foot of street frontage. Following are the requirements for the site in question and what is proposed.

Landscaping		
Type	Required (pts.)	Provided (pts.)
Development Site	2,060 pts.	2,075 pts.
Street Trees	177 pts.	450 pts.
Parking Lot trees	8	13

As detailed in the table, trees are required in the vehicular use area at the rate of one tree per 15 parking spaces. 8 trees would be required, and 13 trees are provided to meet this requirement. Along with the parking lot trees, there are trees located along the street frontage, with shrubs and additional trees being located around the building. **Landscaping requirements are met.**

- 6) **Building Design:** The BR, Business/Research District requires a design review of various elements to ensure compatibility with surrounding buildings and compliance with building standards. These are noted below with a review on how each element is addressed.



*Proportion: The relationship between the width and height of the front elevations of adjacent buildings shall be considered in the construction or alteration of a building; the relationship of width to height of windows and doors of adjacent buildings shall be considered in the construction or alteration of a building.*

The Cedar Falls Technology Park offers a wide variety of business and office buildings that have been constructed over the years, including a 50,000 sf. two story corporate office, a combination office/warehouse facility, a data center, an 8,000 sf. split level office with walk out access, and several other unique office buildings. The proposed Six Kids, L.L.C. building will be a 17,386 square foot single story structure. The height of the proposed building is 17 feet to the roof line. The buildings in closest proximity (Mudd Office, Principal Financial and TEAM Technologies #1 and #2) have similar flat roofs with similar building heights. There is generous window coverage with storefront window systems and a prominent main entrance along the front of the building similar to other corporate offices in the area.

*Roof shape, pitch, and direction: The similarity or compatibility of the shape, pitch, and direction of roofs in the immediate area shall be considered in the construction or alteration of a building.*

The proposed office building is one story in height and has a flat roof. As noted previously, there is a myriad of different roof types, slopes and directions within the Cedar Falls Technology Park. The buildings in closest proximity (Mudd Office, Principal & TEAM) have similar low/no pitch roofs, making this building compatible with the surrounding area.

*Pattern: Alternating solids and openings (wall to windows and doors) in the front facade and sides and rear of a building create a rhythm observable to viewers. This pattern of solids and openings shall be considered in the construction or alteration of a building.*

The proposed building is compatible with other existing business/office buildings constructed in the Cedar Falls Technology Park. The building was designed with a mix of precast concrete panels, aluminum composite panels, corrugated metal panels, Nichiha ribbed paneling, and glass/glazing (windows). The pattern of windows, precast concrete panels that extend to the roof line over the doors and horizontal Nichiha paneling provide a contrasting pattern and create visual interest along the front of the building. Extensive window coverage along the front façade create an open, transparent, and inviting appearance. The rear and sides of the building also include differing sizes of precast panels, along with Nichiha panels and windows spaced in a manner that avoids long stretches of blank walls.

*Materials and texture: The similarity or compatibility of existing materials and textures on the exterior walls and roofs of buildings in the immediate area shall be considered in the construction or alteration of a building. A building or alteration shall be considered compatible if the materials and texture used are appropriate in the context of other buildings in the immediate area.*

The deed of dedication for Cedar Falls Technology Park Phase II indicate that structures established on a lot must use only high quality materials such as brick or stone masonry, site-cast, pre-cast or prefabricated concrete, glass, natural or polished stone, or a compatible exterior insulation finish system (EIFS) for exterior finish materials.

The general design of the building includes a combination of precast concrete panels, Nichiha ribbed paneling, aluminum composite panels, corrugated metal panels, and glass/glazing (windows). The Nichiha ribbed paneling features a metallic finish that reflects light and creates the appearance of brushed, precious metals. Its ribbed texture also adds interest and variation to the building design.

The north elevation facing Technology Parkway will be made up of approximately 42.3% glass, 31.5% Nichiha, 23.9% precast concrete panels, and 2.3% aluminum composite panels. The east and west side elevations are approximately 46% - 49% Nichiha, 20% - 26% glass, 15% - 21% precast panels, 8% aluminum composite panels, and 2% corrugated metal panels. The rear of the building will be comprised of Nichiha (43.2%) and precast panels (39.5%), along with windows (16.3%).

Many of the surrounding buildings in the Cedar Falls Technology Park utilize material combinations of precast concrete paneling, brick, stone and glass. Nichiha, which is a main component of this building, is a fairly new building product that is being utilized on more and more buildings in Cedar Falls. The Nichiha panels are fiber cement panels that are manufactured from a pressed, stamped, and autoclaved mix of Portland cement, fly ash, silica, recycled products, and wood fiber bundles. These panels can then be made to look like wood, metal, stone, and brick, while providing a simpler installation system than those traditional materials. Staff believes that the materials proposed for this building comply with the intent of the subdivision which indicates that quality materials will be used on the building.

*Color: The similarity or compatibility of existing colors of exterior walls and roofs of buildings in the area shall be considered in the construction or alteration of a building.*

The color of the proposed Nichiha ribbed paneling is “Gunsmoke”, which is found within its metallic series. The color appears to be gray in nature, and features a metallic finish. The precast concrete panels are light tan in color, which will provide a nice contrast with the gray Nichiha ribbed panels. The aluminum and metal panels will mainly be gray, but there is a small section of aluminum paneling near the front entrance that are orange in color, as that is a color component in its corporate logo.

Many of the existing buildings in this area utilize building colors that include browns, tans, grays, and reds. The building directly to the east is designed with a similar darker gray color scheme, so this building would not appear to be out of character with the area.

*Architectural features: Architectural features, including but not limited to, cornices, entablatures, doors, windows, shutters, and fanlights, prevailing in the immediate area, shall be considered in the construction or alteration of a building. It is not intended that the details of existing buildings be duplicated precisely, but those features should be regarded as suggestive of the extent, nature, and scale of details that would be appropriate on new buildings or alterations.*

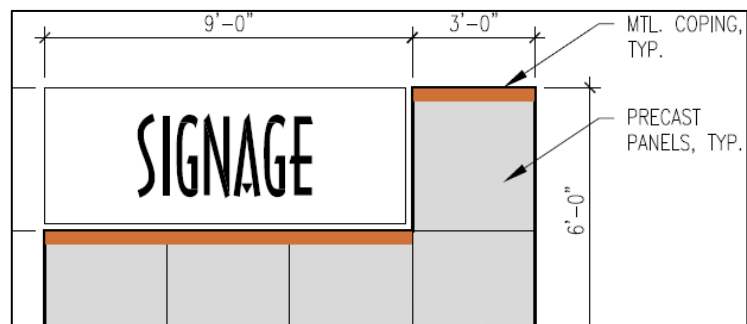
Architectural features of the office building include two raised precast panels that extend over the roof line above the doors on the front of the building. Also, there is a raised roof section in the middle of the building that will have windows installed to allow

natural light to enter the main area of the building from overhead. In addition, aluminum composite paneling extends forward off of the building at the main entrance to provide additional depth to the building.

*Building Design Summary* - The proposed office building design is compatible with the other business/office buildings located within the Cedar Falls Technology Park. The use of precast concrete panels, glass and Nichiha paneling likewise replicates the exterior finish materials that are found on other surrounding buildings. The proposed windows and doors are “standard” for existing office buildings in this area. **Overall, the design of the building fits the intent of this BR District and complies with the Deed of Dedication.**

- 7) Trash Dumpster Site: The site plan shows a proposed dumpster location at the end of the west parking lot off of the southwest corner of the building. This enclosure will be made of split face block that will be painted to match the color of the building. The enclosure will measure 12’ by 10’ and will be 8’ in height. It appears to be a typical enclosure that will adequately screen the dumpster. **Dumpster enclosure design and location is acceptable.**
- 8) Signage: The Deed of Dedication for Cedar Falls Technology Park Phase II allows for one monument sign on the premise in the front yard area of the property. The monument sign shall not exceed 60 square feet in area and must include the property address. Wall signs shall not exceed 10% of the wall area of any single wall and are limited to two wall surfaces.

The site plan shows a monument sign just west of the drive access into the property. Sign details have been submitted showing a 32 square foot sign area. The structure supporting the sign will use the same precast panels as used on the building along with a metal coping cap. A wall sign is shown on the elevation drawing and rendering and will be located over the main entrance to the building near the northwest corner of the building. It would appear that the proposed wall sign will be limited to 10% of the wall area. **Signage plan is acceptable, subject to detailed review with a sign permit.**



- 9) Sidewalks: There are no external sidewalks located adjacent to this property, or in the general area. There are sidewalks shown along the exterior of the building to allow for employees or patrons to get to or from the entrances/exits of the buildings.
- 10) Storm Water Management: The site plan identifies a storm water detention basin located at the front of the property near Technology Parkway. A smaller basin is also shown behind the building near the southeast corner of the property. This basin will capture water, and then pipe it to the main detention basin at the front of the property. The water will then be released through a pipe to an existing storm sewer that is located at the northeast corner of the property along Technology Parkway. City engineering staff has

reviewed the storm water plans and have confirmed that all storm water, grading and SWPPP items are in order. **Stormwater Management Plan has been reviewed and approved by the Engineering Department.**

#### TECHNICAL COMMENTS

Technical review on October 17, 2018 noted only a couple of items all of which have been addressed.

Water, electric, gas, and communications utility services are available to the site in accordance with the service policies of Cedar Falls Utilities. The property owner/contractor is responsible to extend all utility services to the building. These utility extensions will be reviewed by CFU personnel as part of the building plan review.

#### STAFF RECOMMENDATION

The Community Development Department recommends approval of the site plan for the new professional office building on Lot 21 of Cedar Falls Technology Park Phase II.

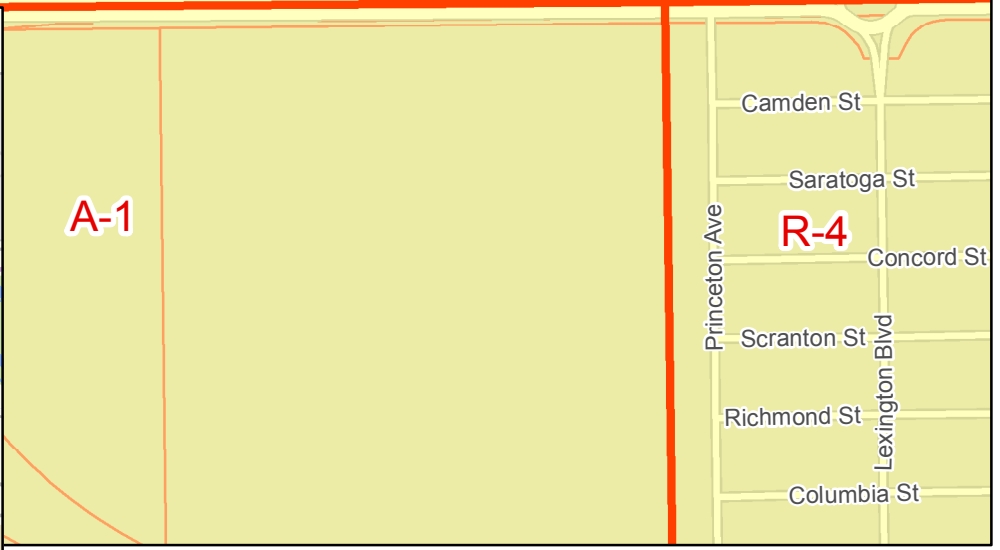
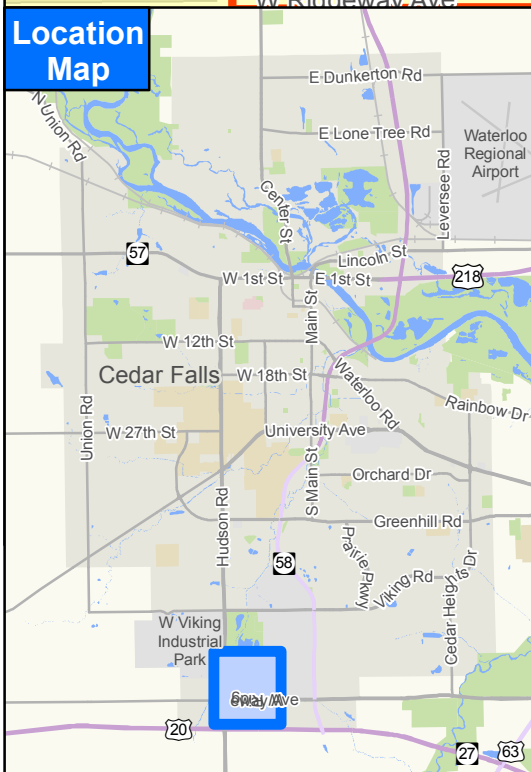
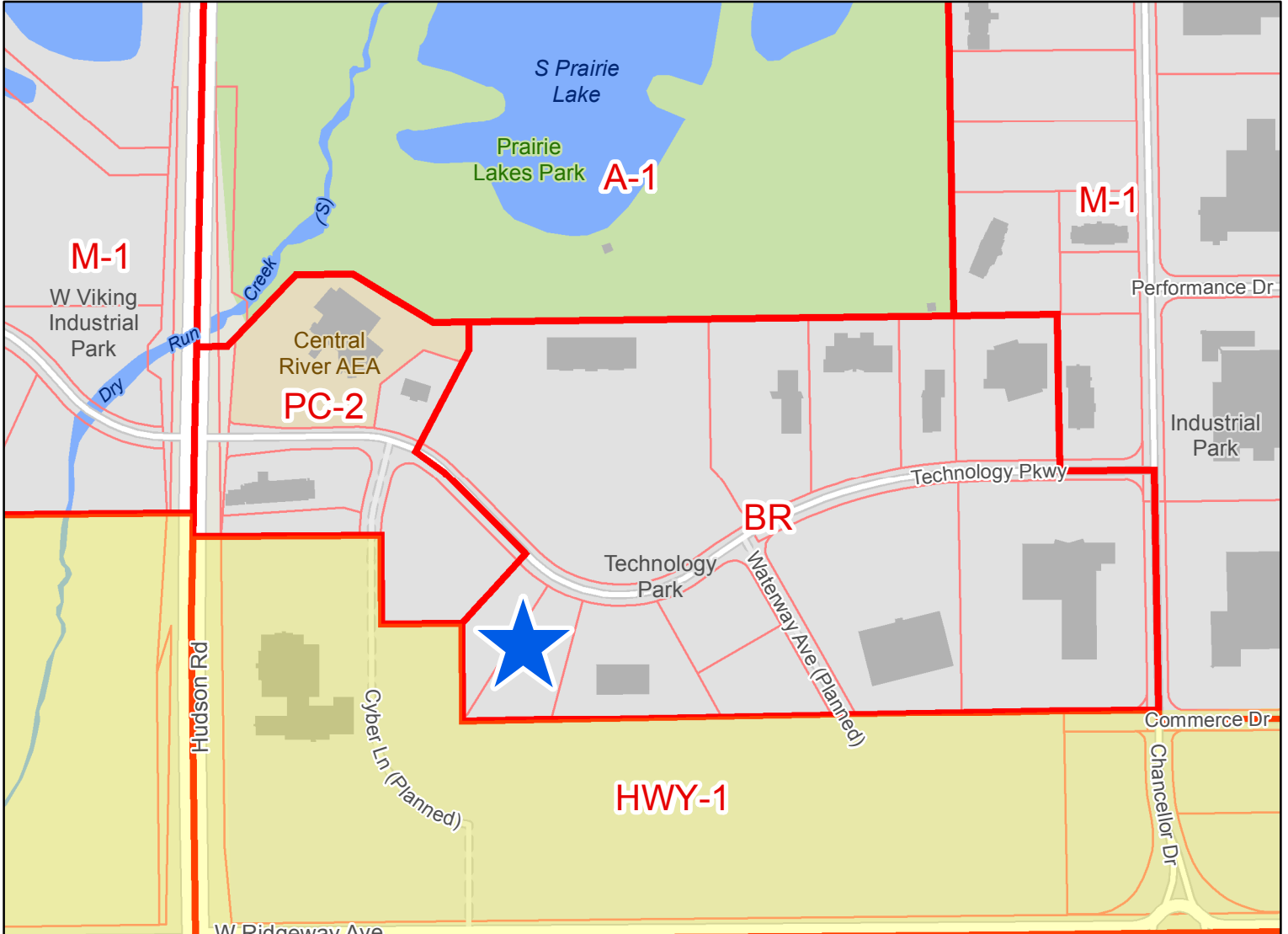
#### PLANNING & ZONING COMMISSION

Discussion & Vote 11/14/2018 Mr. Graham gave background information regarding the request, noting that the project includes a new single-story professional office building located on 3.03 acres. Mr. Graham indicated that City Council approved a development agreement with the developer, Six Kids, LLC, in October to develop this property for this professional office use.

Mr. Arntson indicated that the building design is compatible with surrounding buildings, and that they are provided additional parking stalls over what the zoning ordinance requires. Mr. Wingert commented that the building design is nice and compliments the area, and that they are providing adequate landscaping on the site.

Mr. Leeper made a motion to approve. Mr. Wingert seconded the motion. The motion was approved unanimously.

# Cedar Falls City Council November 19, 2018



Rabo AgriFinance  
BR District Site Plan Review

608



## Rabo AgriFinance Site Development

### Description of Proposed Work and Use

Project consists of construction of a new building with hard surfaced parking lot, traditional detention basin, site monument, and associated utilities. Soil disturbing activities will amount to topsoil stripping, site grading, utility construction, fill placement, building construction, parking lot construction and topsoil hauling and spreading.

Building will be used as an office building for professional services housing 89 persons. A small monument sign at the west side of the curb cut is proposed at 4' tall and 8' wide of masonry and internally light signage.

# RABO AGRIFINANCE SITE DEVELOPMENT

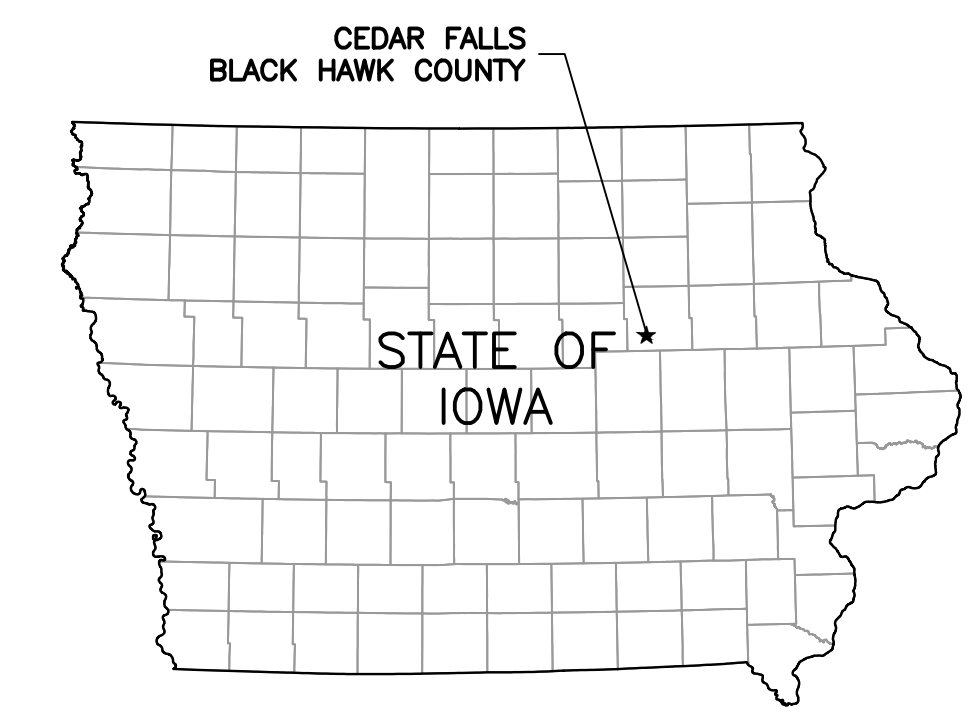
FOR

# SIX KIDS, LLC CEDAR FALLS, IOWA

18-762

BLACK HAWK COUNTY

11/08/18



SHEET LIST TABLE

SHEET NUMBER	SHEET TITLE
C0.1	TITLE
C0.2	LEGEND
C0.3	SITE DEVELOPMENT PLAN
C0.4	ESTIMATED QUANTITIES AND GENERAL NOTES
C1.1	UTILITY AND GRADING PLAN
C2.1	PAVING PLAN
C2.2	PAVING PLAN
C3.1	SWPPP - INITIAL DISTURBANCE
C3.2	SWPPP - CONSTRUCTION IMPROVEMENTS AND STABILIZATION
C3.3	SWPPP - FINAL STABILIZATION
C4.1	LANDSCAPE PLAN



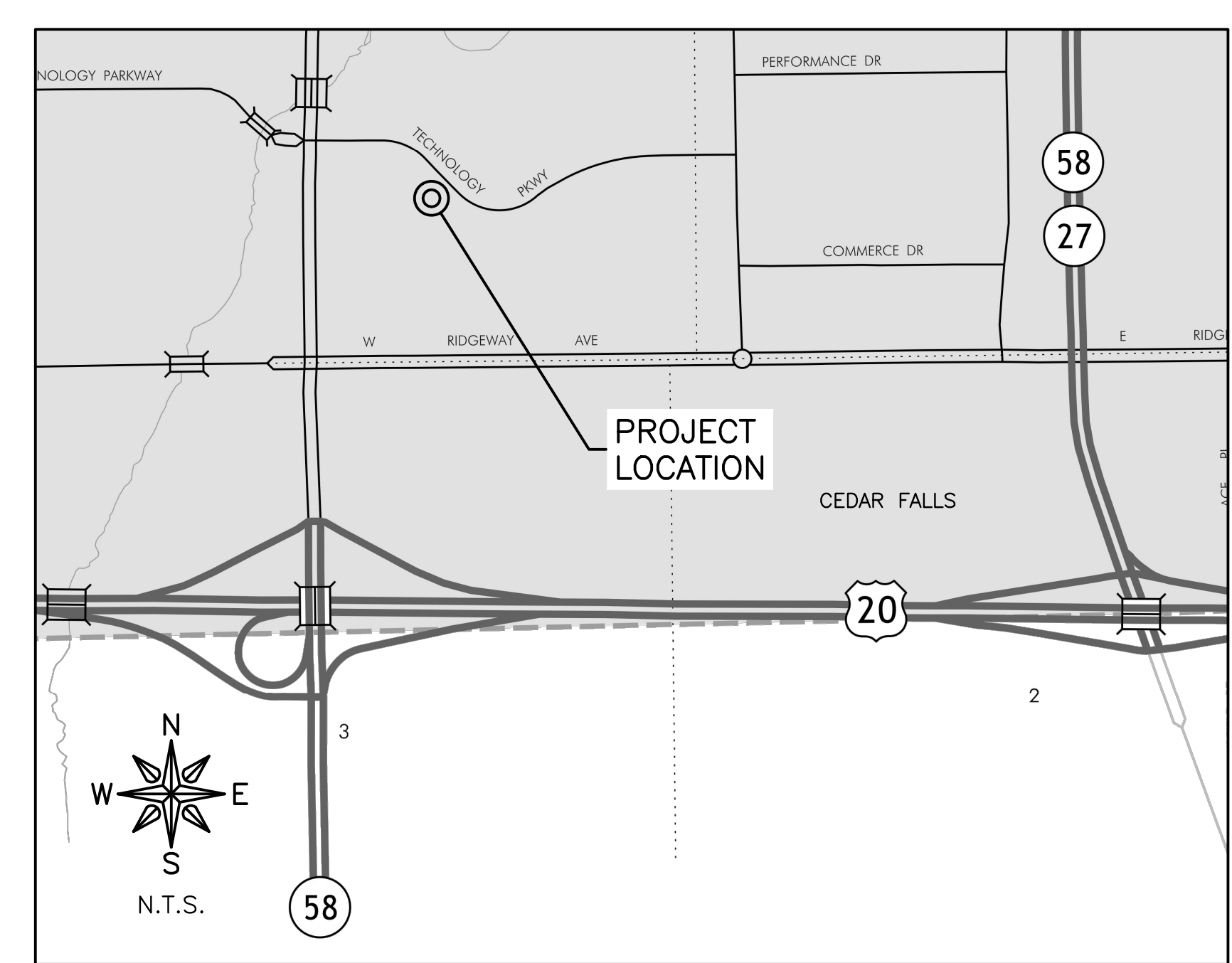
DEVELOPMENT PARTNERS



OWNER	SIX KIDS, LLC
ADDRESS	915 TECHNOLOGY PARKWAY CEDAR FALLS, IA 50613
P#	
F#	

OWNER REPRESENTATIVE	FRED ROSE
ADDRESS	7103 CHANCELLOR DRIVE, SUITE 100 CEDAR FALLS, IOWA 50613
P#	319.266.1110
F#	319.266.1091

DESIGN MANAGER	ALEX J. BOWER
	ABOWER@FEHR-GRAHAM.COM
DESIGN PROFESSIONAL	NATHAN P. KASS, P.E., P.L.S.
FIRM	FEHR GRAHAM
ADDRESS	200 5TH AVENUE SE, SUITE 100 CEDAR RAPIDS, IA 52401
P#	319.294.6909
F#	319.294.5133



LOCATION MAP

## FEHR GRAHAM

ENGINEERING & ENVIRONMENTAL

ILLINOIS IOWA WISCONSIN

CEDAR RAPIDS, IOWA  
200 5th AVENUE SE, SUITE 100  
CEDAR RAPIDS, IA 52401  
P# (319) 294-6909  
F# (319) 294-5133

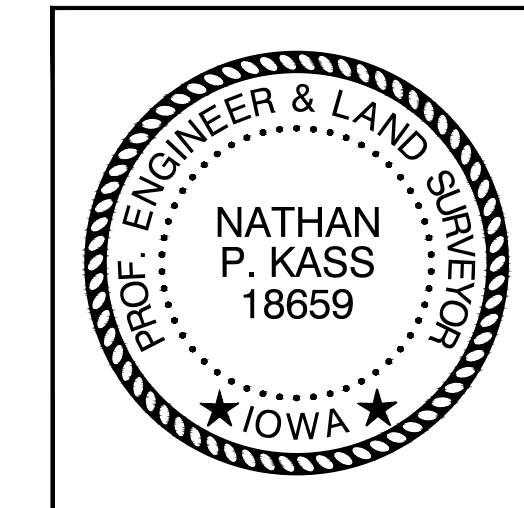
This project is covered by Iowa DNR NPDES General Permit No. 2. The contractor shall carry out the terms and conditions of General Permit No. 2. and the Storm Water Pollution Prevention Plan which is a part of these contract documents.

The 2018 Version of the Urban Standard Specifications for Public Improvements, also known as SUDAS (2018), plus Fehr Graham Supplemental Specifications and Special Provisions shall apply to construction work on this project.

Water main installation shall conform with Municipal Water Utility of the City of Cedar Falls, Iowa. Water Main Materials and Installation of Water Mains and their Appurtenances Standards. For Improvements to the Cedar Falls Municipal Water Distribution System 2017. As Amended January 16, 2018.



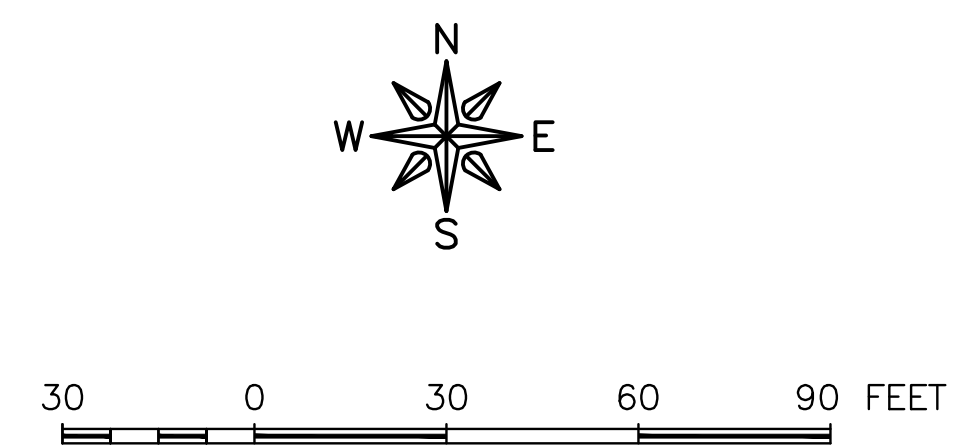
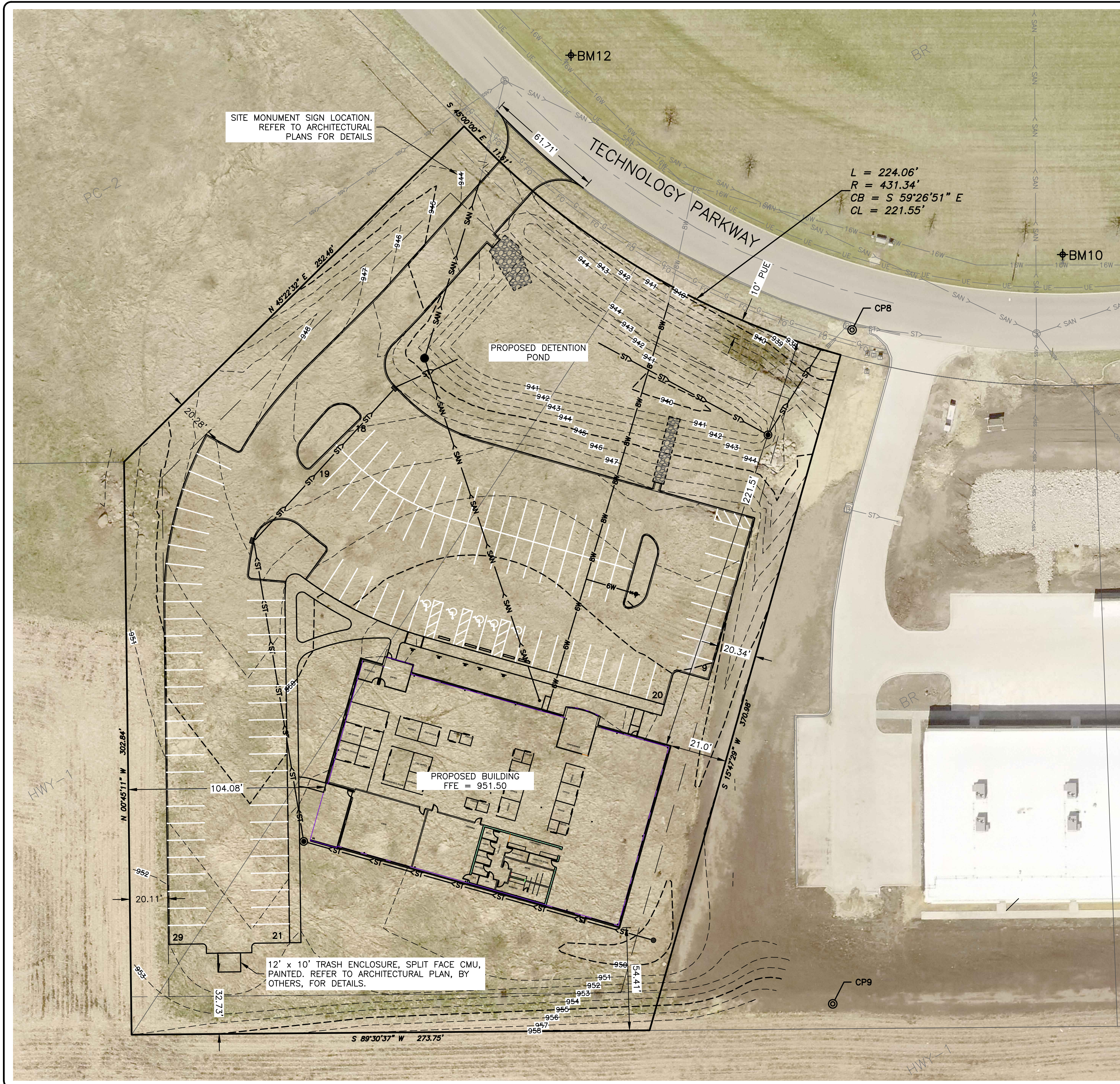
APPROVAL3



I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

Nathan P. Kass, P.E. & P.L.S. Date  
License Number 18659  
My license renewal date is December 31, 2019.  
Pages or sheets covered by this seal: All

REV. NO.	DESCRIPTION	DATE
1	ADJUST WEST PARKING AND DRIVE TO SETBACK	11/8/18



**SITE DEVELOPMENT PLAN  
RABO AGRIFINANCE SITE  
DEVELOPMENT**

SITE ADDRESS - 1402 TECHNOLOGY PARKWAY

OWNER  
SIX KIDS, LLC  
915 TECHNOLOGY PARKWAY  
CEDAR FALLS, IA 50613

OWNER REPRESENTATIVE / GENERAL CONTRACTOR  
FRED ROSE  
7103 CHANCELLOR DRIVE, SUITE 100  
P.O. BOX 1240  
CEDAR FALLS, IA 50613

ARCHITECT  
LEVI ARCHITECTURE  
1009 TECHNOLOGY PARKWAY  
CEDAR FALLS, IA 50613

ZONING: BR

LOT INFORMATION  
LOT SIZE: 132,236 S.F. / 3.04 ACRES

SETBACK REQUIREMENTS  
FRONT: 30'  
REAR: 20'  
SIDE: 20'

BUILDING AND LOT USE  
PROPOSED  
BUILDING FOOTPRINT: 16,742 S.F. (12.7%)  
TOTAL PAVEMENT & SIDEWALKS: 47,976 S.F. (36.3%)  
TOTAL VEGETATED SURFACE: 67,518 S.F. (51.0%)  
EXISTING  
BUILDING FOOTPRINT: N/A  
TOTAL PAVEMENT & SIDEWALKS: N/A  
TOTAL VEGETATED SURFACE: 132,236 S.F. (100%)

PARKING DATA (PROPOSED)  
TOTAL REQUIRED PARKING:  
PROFESSIONAL OFFICES: NOT LESS THAN ONE  
PARKING SPACE FOR EVERY 300 SQUARE  
FEET OF GROSS FLOOR AREA.  
17,386 SF FLOOR SPACE = 56 STALLS  
TOTAL PROVIDED PARKING - 116 PARKING STALLS  
(5 HANDICAP)  
(111 STANDARD)

TOTAL EMPLOYEES=89

FLOOD PLAIN - N/A

**CONTROL POINT INFORMATION**

CP8 = CUT "X" SE CORNER OF EXISTING STORM INTAKE  
N-3636921.79, E-5201514.08, ELEV-937.77

CP9 = 1/2"Ø REBAR WITH ORANGE PLASTIC CAP  
N-3636565.53, E-5201503.86, ELEV-955.26

**BENCHMARK INFORMATION**

BM10 = E-L NUT IN MUELLER ON EXISTING FIRE HYDRANT  
N-3636961.62, E-5201625.34, ELEV-937.41

BM12 = E-L NUT IN MUELLER ON EXISTING FIRE HYDRANT  
N-3637067.01, E-5201365.52, ELEV-944.97

**FEHR GRAHAM**  
ENGINEERING & ENVIRONMENTAL

ILLINOIS  
IOWA  
WISCONSIN

OWNER/DEVELOPER:  
SIX KIDS, LLC  
915 TECHNOLOGY PARKWAY  
CEDAR FALLS, IA 50613

PROJECT AND LOCATION:  
RABO AGRIFINANCE  
SITE DEVELOPMENT  
CEDAR FALLS, IOWA

DRAWN BY: **AJB**  
APPROVED BY: **NPK**  
DATE: **11/08/18**  
SCALE: **AS NOTED**

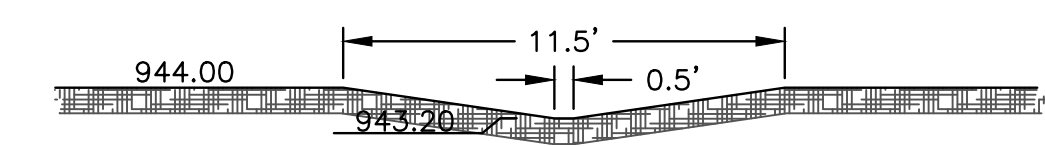
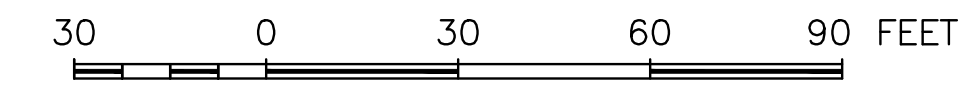
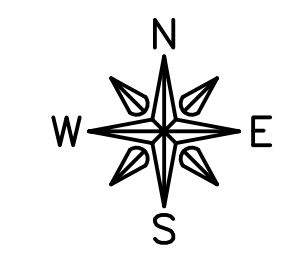
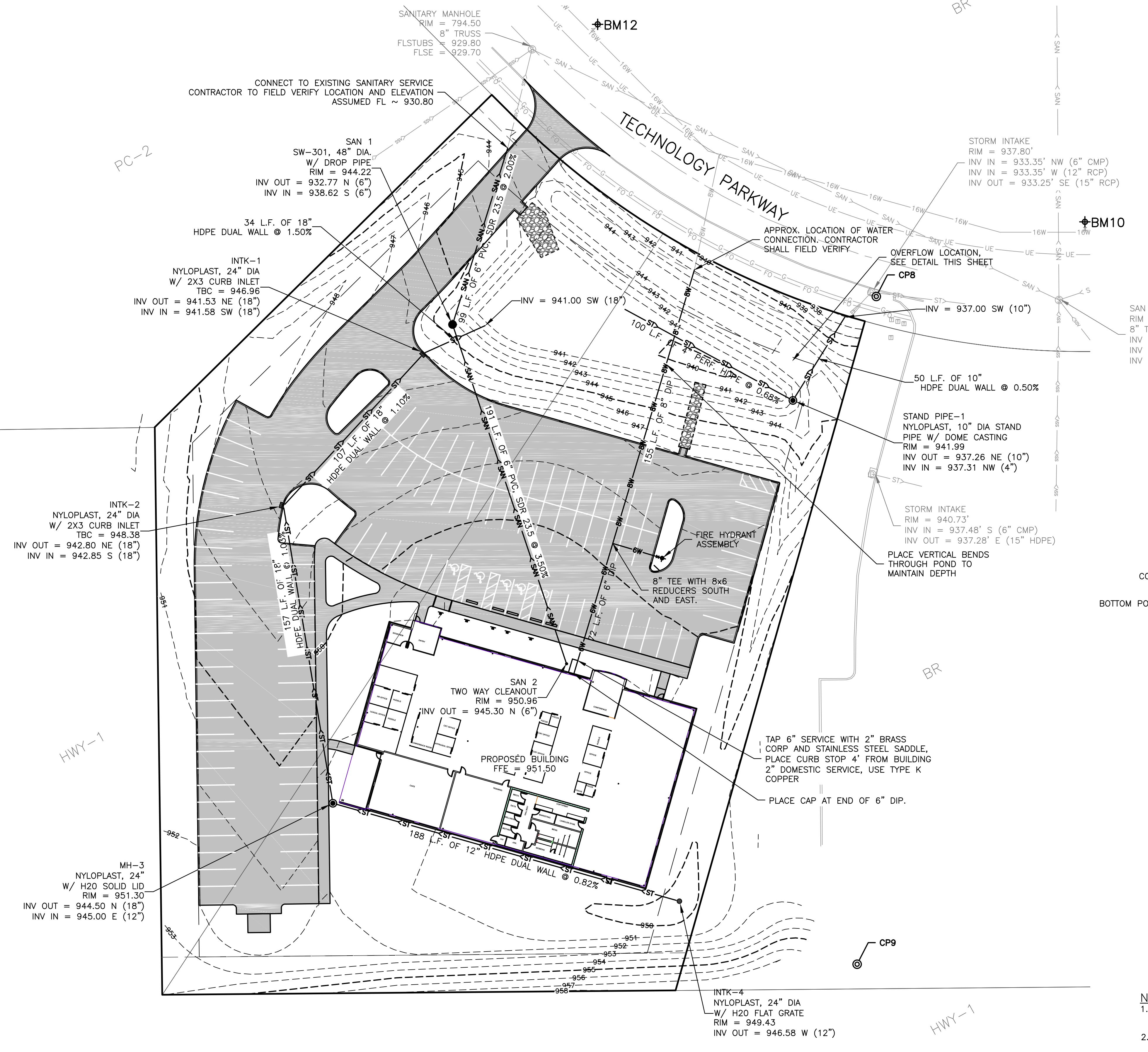
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REV. NO.	DESCRIPTION	DATE

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**SITE DEVELOPMENT PLAN**

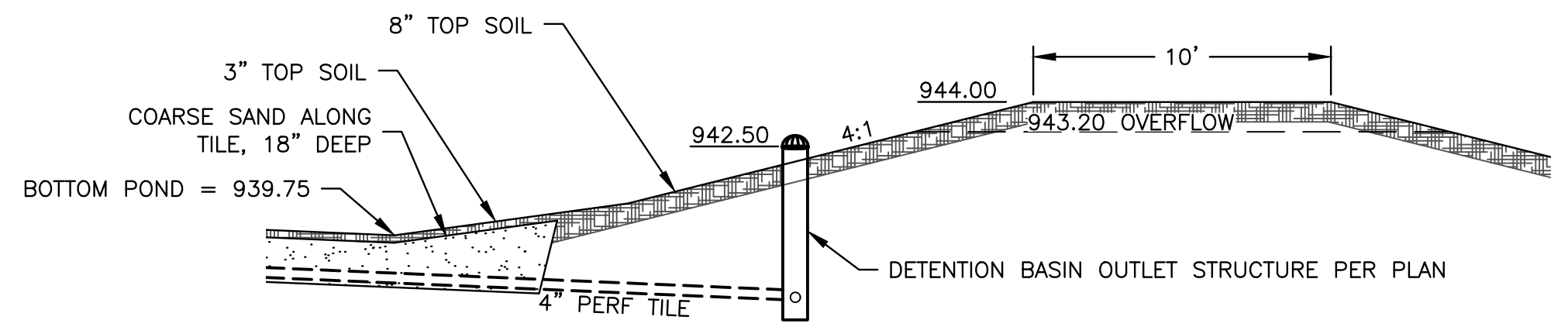
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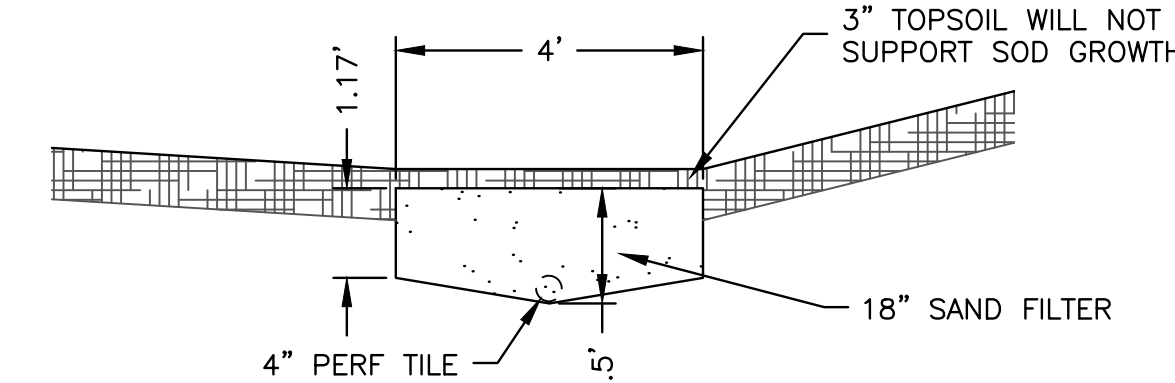
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**C0.3**



**DETENTION BASIN OVERFLOW SECTION VIEW**  
N.T.S.



**DETENTION BASIN OUTLET STRUCTURE DETAIL**  
N.T.S.



**DETENTION BASIN PERF. PIPE DETAIL**  
N.T.S.

**CONTROL POINT INFORMATION**

CP8 = CUT "X" SE CORNER OF EXISTING STORM INTAKE N-3636921.79, E-5201514.08, ELEV-937.77
CP9 = 1/2" Ø REBAR WITH ORANGE PLASTIC CAP N-3636565.53, E-5201503.86, ELEV-955.26

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BM12 = E-L NUT IN MUELLER ON EXISTING FIRE HYDRANT N-3637067.01, E-5201365.52, ELEV-944.97

- NOTES:**
- COORDINATE WATER AND SANITARY SERVICE LOCATIONS AT BUILDING WITH ARCHITECTURAL DRAWINGS, BY OTHERS.
  - VERIFY SANITARY STUB ELEVATION PRIOR TO ORDERING SW-301 STRUCTURE. COORDINATE W/ ENGINEER.

**FEHR GRAHAM**  
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CEDAR FALLS, IOWA

DRAWN BY: **AJB**  
APPROVED BY: **NPK**  
DATE: 11/08/18  
SCALE: AS NOTED

REVISIONS		
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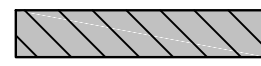


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**UTILITY AND GRADING PLAN**

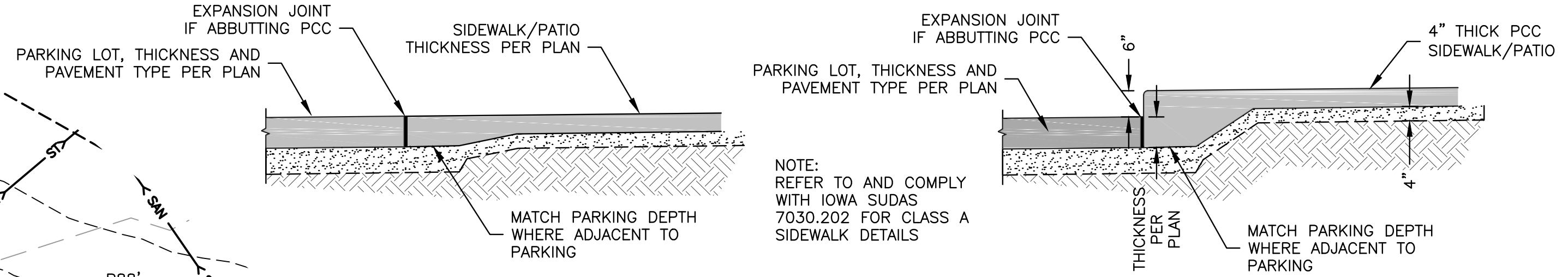
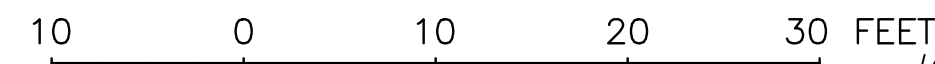
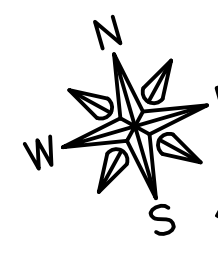
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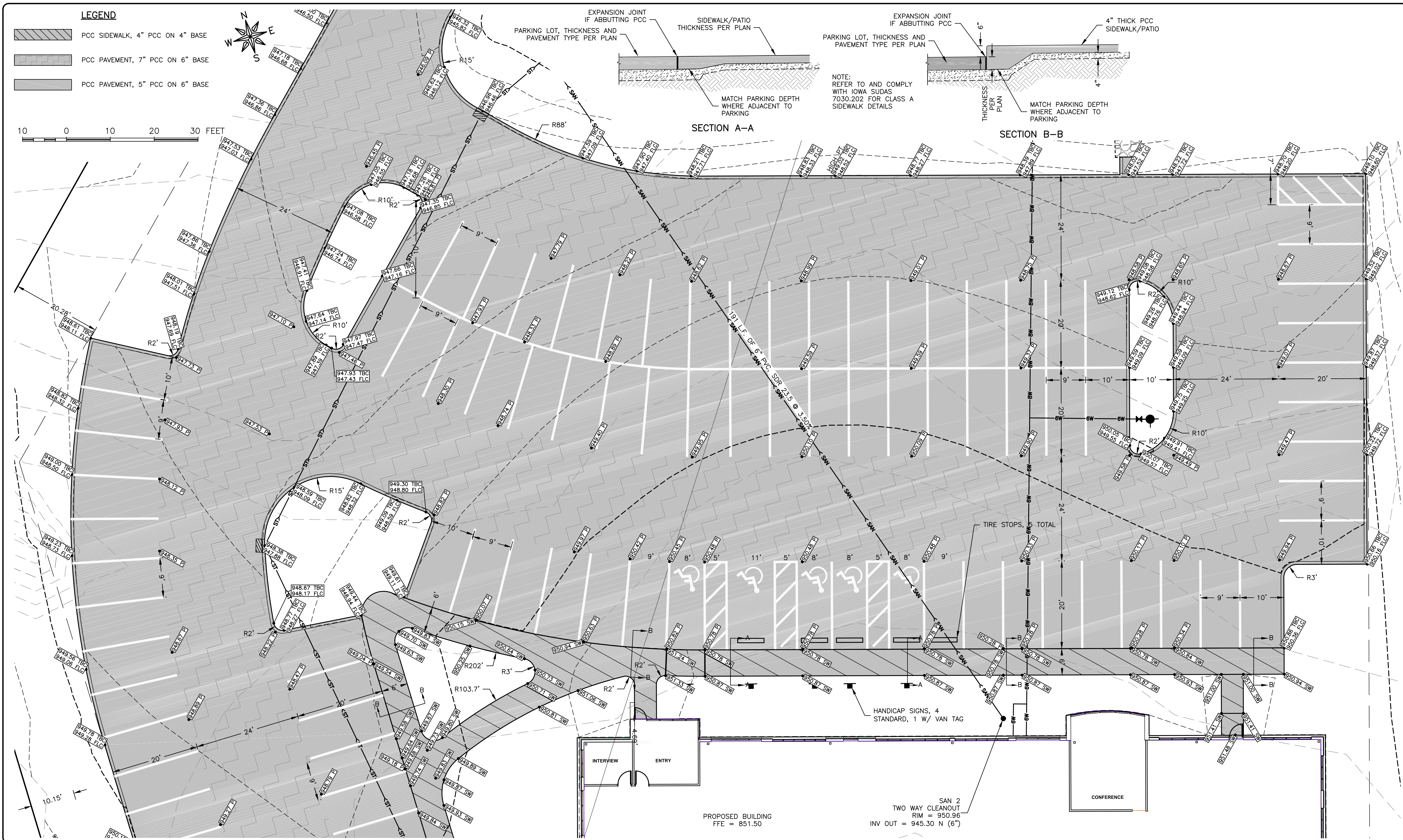
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**C1.1**

**LEGEND**

-  PCC SIDEWALK, 4" PCC ON 4" BASE
-  PCC PAVEMENT, 7" PCC ON 6" BASE
-  PCC PAVEMENT, 5" PCC ON 6" BASE



NOTE:  
REFER TO AND COMPLY WITH IOWA SUDAS 7030.202 FOR CLASS A SIDEWALK DETAILS



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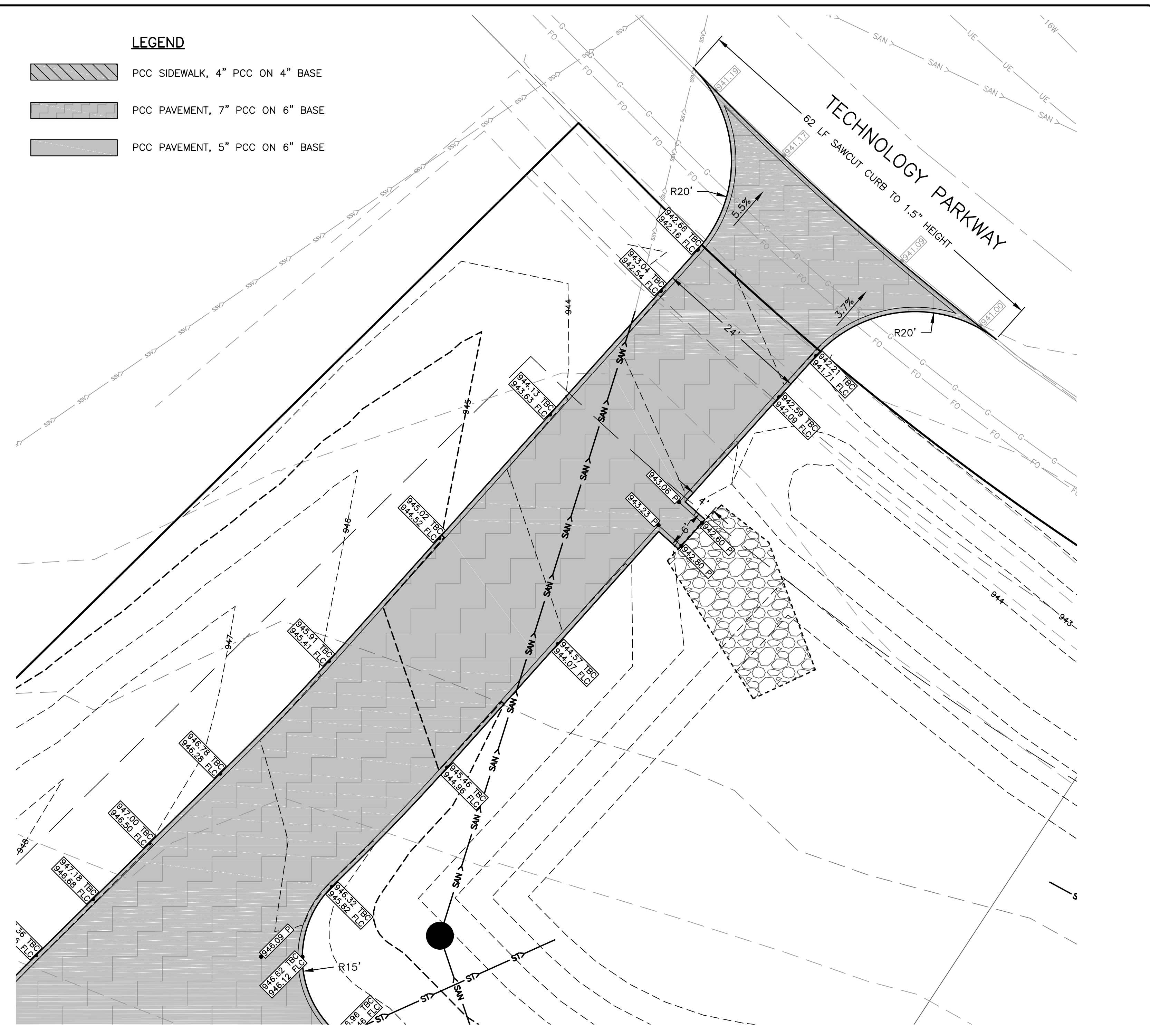
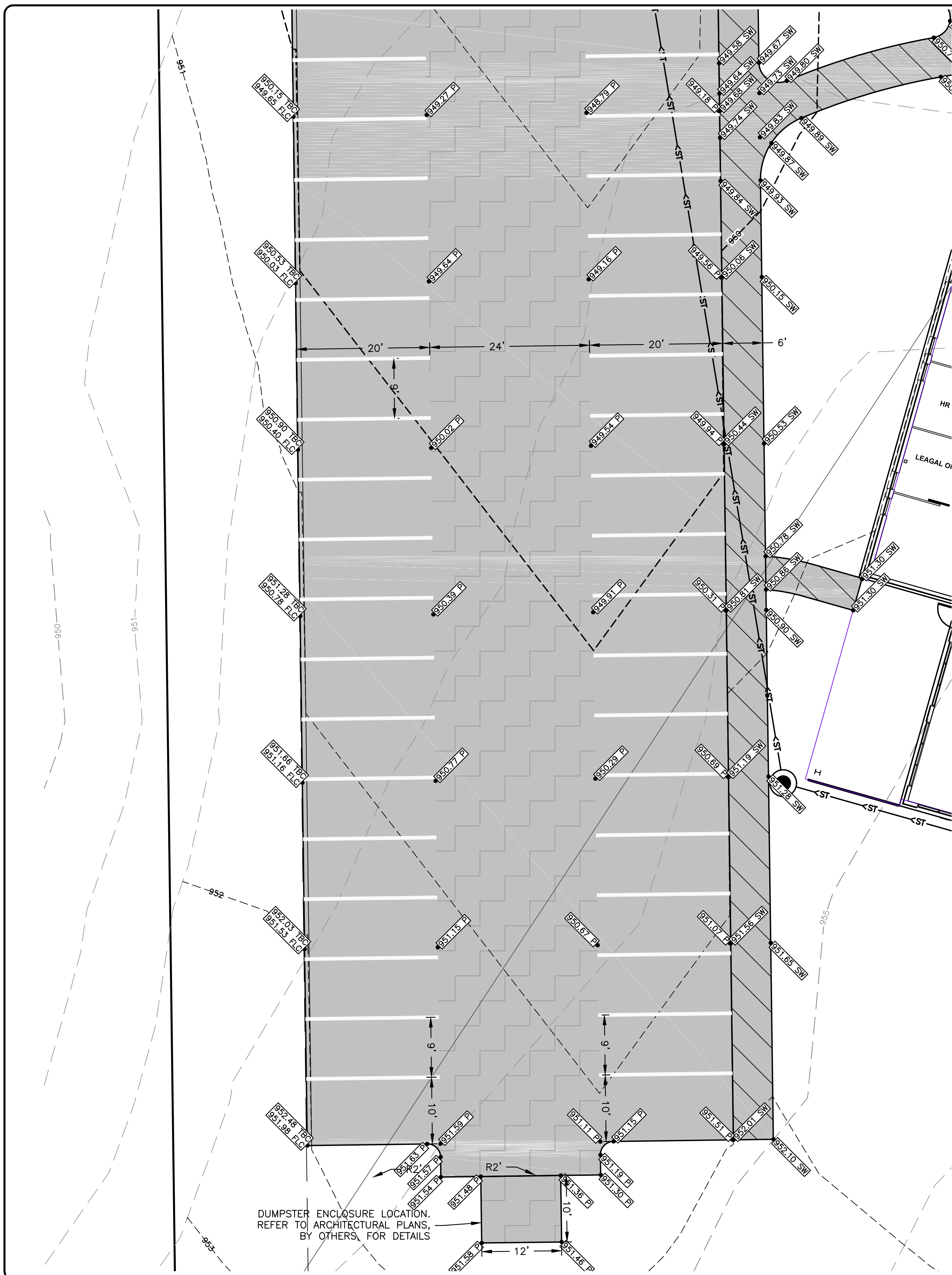
REVISIONS		
REV. NO.	DESCRIPTION	DATE

DRAWING:  
PAVING PLAN

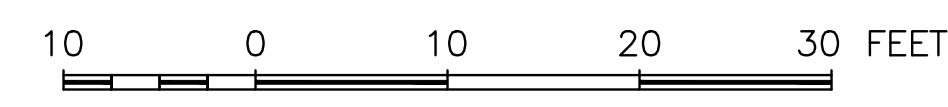
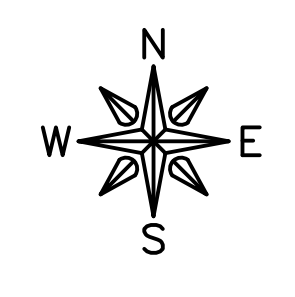
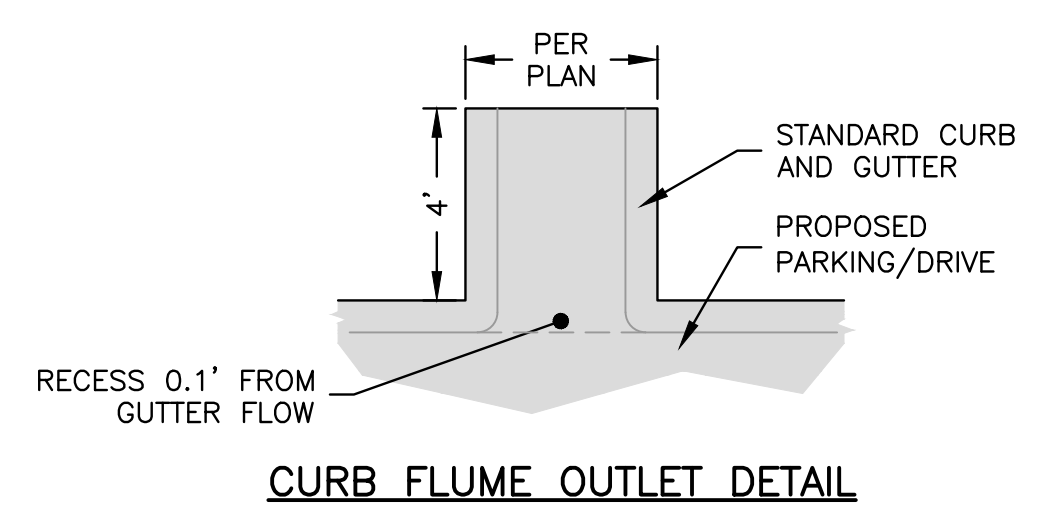
SET TYPE: APPROVAL3

JOB NUMBER:  
18-762

SHEET NUMBER:  
C2.1



- LEGEND**
- PCC SIDEWALK, 4" PCC ON 4" BASE
  - PCC PAVEMENT, 7" PCC ON 6" BASE
  - PCC PAVEMENT, 5" PCC ON 6" BASE



**CONTROL POINT INFORMATION**

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WISCONSIN

OWNER/DEVELOPER:  
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915 TECHNOLOGY PARKWAY  
CEDAR FALLS, IA 50613

PROJECT AND LOCATION:  
**RABO AGRIFINANCE**  
SITE DEVELOPMENT  
CEDAR FALLS, IOWA

DRAWN BY: **AJB**  
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DATE: **11/08/18**  
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REVISIONS		
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DRAWING:  
**PAVING PLAN**

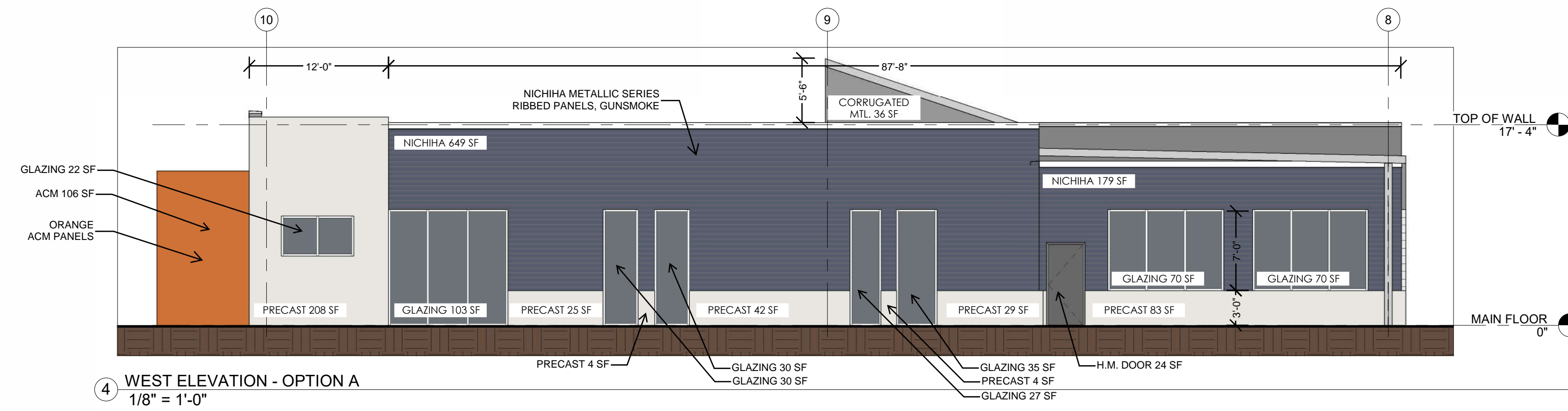
SET TYPE: **APPROVAL3**

G:\C3D\18-762 Rabo\18-762 Design.dwg, C2.2

JOB NUMBER:  
**18-762**

SHEET NUMBER:  
**C2.2**



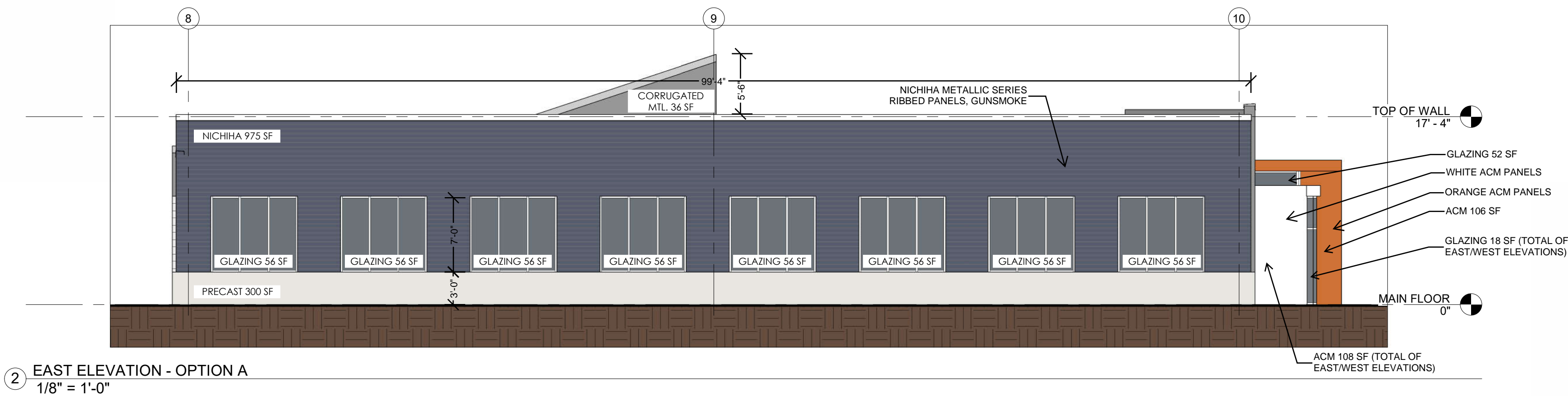


4 WEST ELEVATION - OPTION A  
1/8" = 1'-0"

**West Materials**

Glazing	365 sf = 20.3%
Nichiha	828 sf = 46.0%
Precast	387 sf = 21.5%
ACM	160 sf = 8.9%
CMP	36 sf = 2.0%
HM Door	24 sf = 1.3%

ACM - Aluminum Composite Panels  
CMP - Corrugated Metal Panels  
HM - Hollow Metal

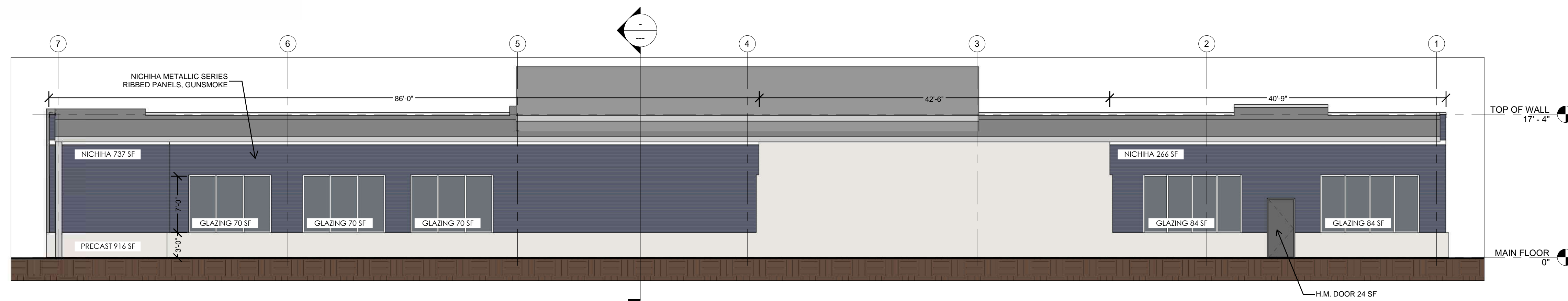


2 EAST ELEVATION - OPTION A  
1/8" = 1'-0"

**East Materials**

Glazing	518 sf = 26%
Nichiha	975 sf = 49%
Precast	300 sf = 15%
ACM	160 sf = 8%
CMP	36 sf = 2%

ACM - Aluminum Composite Panels  
CMP - Corrugated Metal Panels

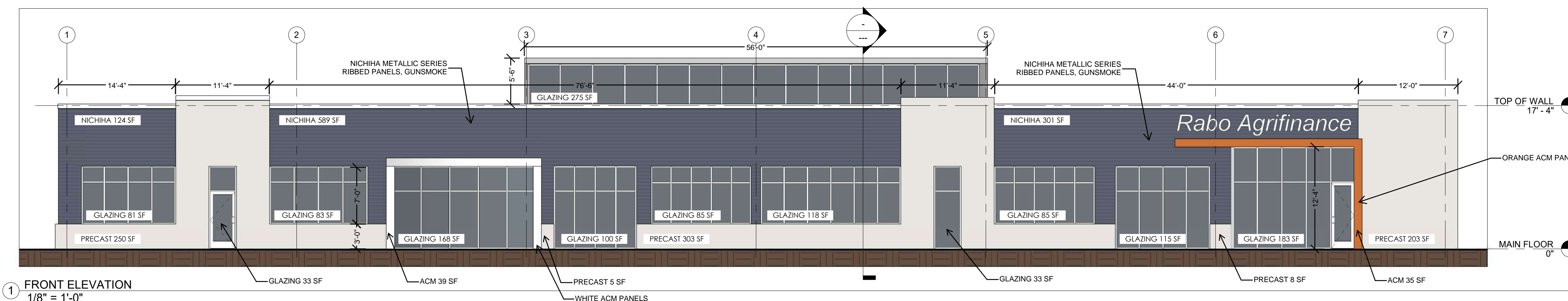


3 SOUTH ELEVATION - OPTION A  
1/8" = 1'-0"

**South Materials**

Glazing	378 sf = 16.3%
Nichiha	1,003 sf = 43.2%
Precast	916 sf = 39.5%
HM Door	24 sf = 1.0%

HM - Hollow Metal



1 FRONT ELEVATION  
1/8" = 1'-0"

**North Materials**

Glazing	1,359 sf = 42.3%
Nichiha	1,014 sf = 31.5%
Precast	769 sf = 23.9%
ACM	74 sf = 2.3%

ACM - Aluminum Composite Panels

**RABO AGRIFINANCE**  
 Enter address here  
**ELEVATIONS**

**A1.1**

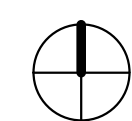
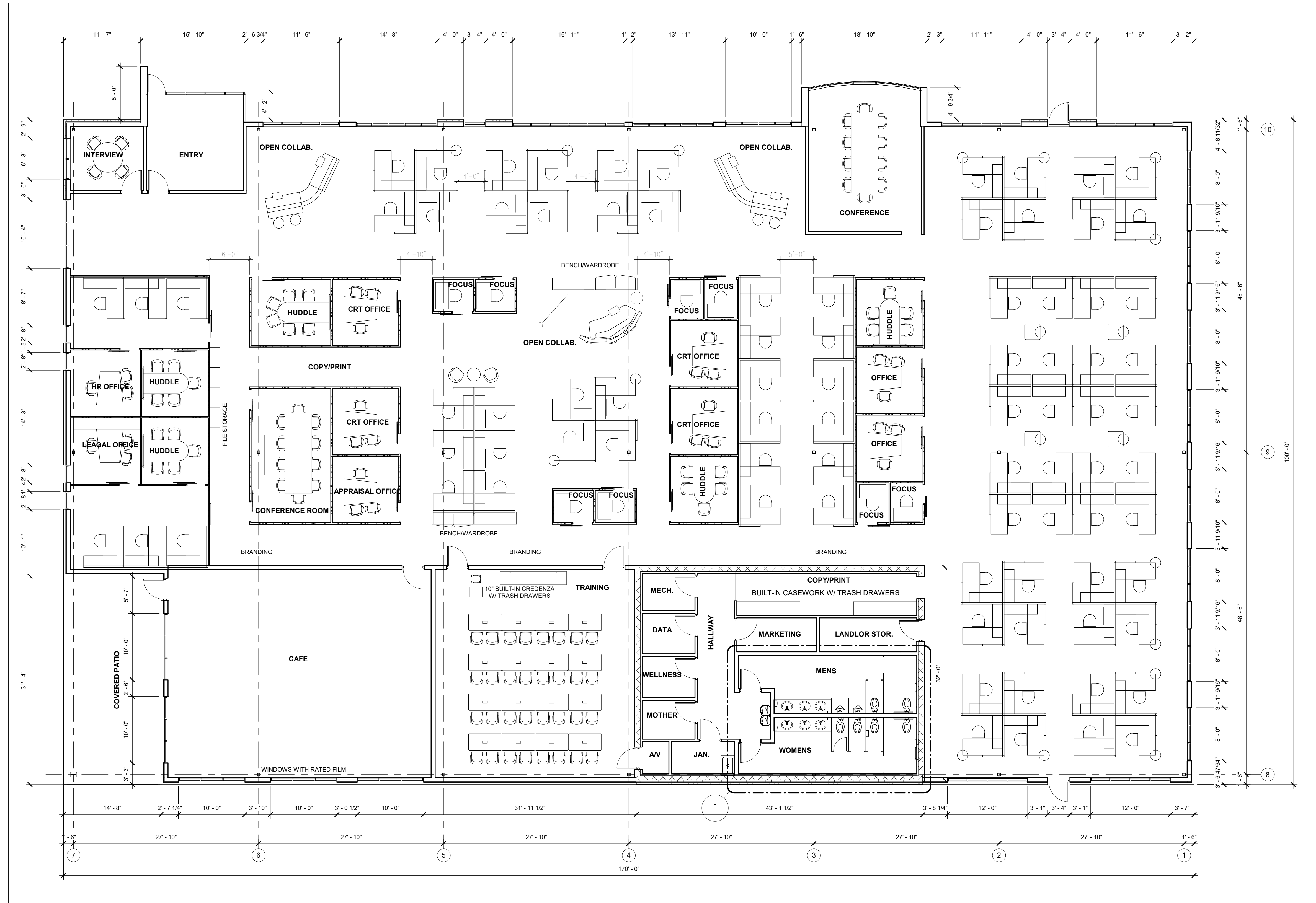
Date:

10/01/2018

Revised:

616





1 MAIN FLOOR  
1/8" = 1'-0"

3  
A1.1

**RABO AGRIFINANCE**

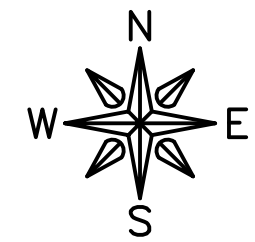
Enter address here

PLAN

**A1.0**

Date:  
10/05/18

Revised:



30 0 30 60 90 FEET

PC-2



### LANDSCAPE PLAN RABO AGRIFINANCE SITE DEVELOPMENT

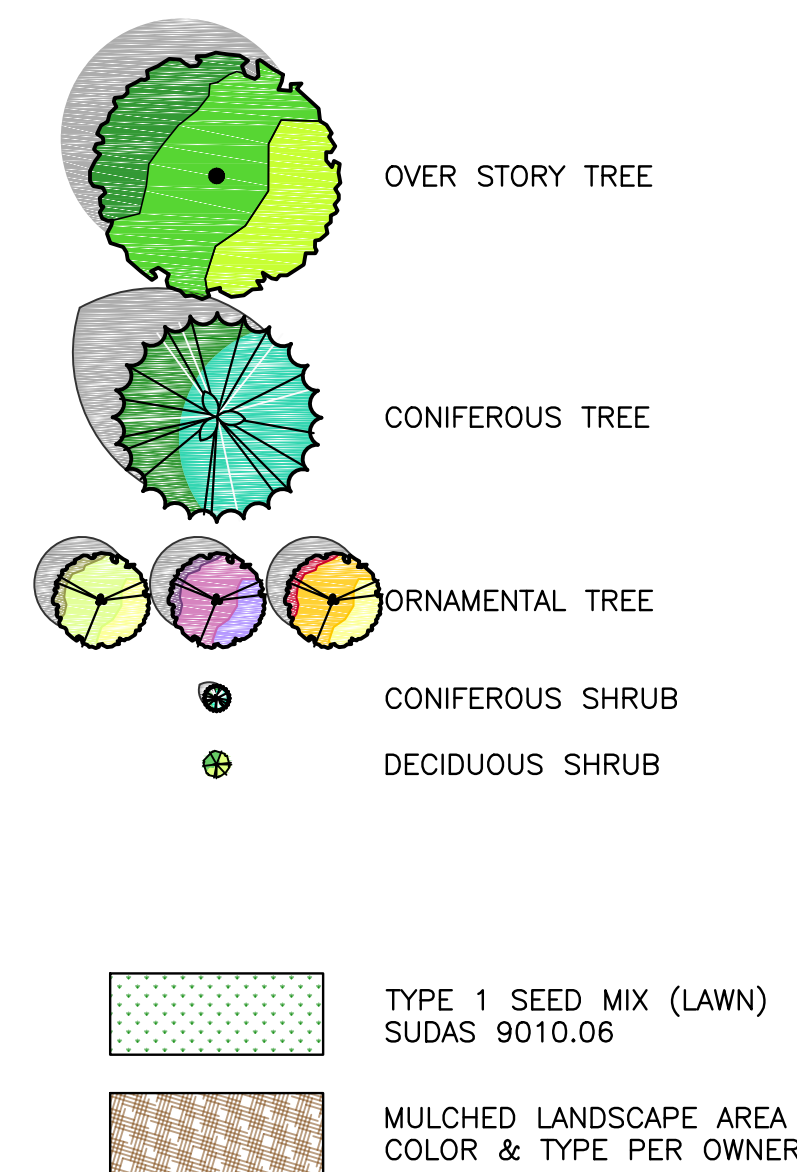
ZONING: BR - BUSINESS/RESEARCH PARK DISTRICT  
 LOT SIZE: 132,227 S.F. / 3.04 ACRES  
 MIN GREEN SPACE REQUIRED: 20% OF SITE = 26,445 SF  
 GREEN SPACE PROVIDED: 67,518 SF

REQUIREMENTS PER ZONING ORDINANCE FOR BR - BUSINESS/RESEARCH PARK DISTRICT:

- 1 0.02 PTS/SF OF SITE EXCLUSIVE OF SETBACKS.  
 • 102,985 SF \* 0.02 PTS/SF = 2,060 PTS
- 2 STREET TREES, MINIMUM OF .75 PTS/LF OF FRONTAGE  
 • 236 LF \* 0.75 PTS/LF = 177 PTS
- 3 PLANTINGS WITHIN PARKING AREAS, MIN 1 OVERSTORY TREE/15 STALLS  
 • 117 STALLS/15 = 8 TREES

OVER STORY TREES  
 14 EACH, 3" CAL @ 90 PTS EACH = 1260 PTS  
 UNDERSTORY TREES  
 4 EACH, 1.5" CAL @ 30 PTS EACH = 120 PTS  
 CONIFERS  
 3 EACH, 6' TALL @ 80 PTS EACH = 240 PTS  
 SHRUBS  
 19 EACH, 5 GAL @ 10 PTS EACH = 190 PTS  
 53 EACH, 2 GAL @ 5 PTS EACH = 265 PTS  
 TOTAL POINTS SHOWN = 2,075

#### LANDSCAPE LEGEND



NOTE:  
 FINAL LANDSCAPE PLAN TO BE PROVIDED BY  
 PROJECT LANDSCAPER

**FEHR GRAHAM**  
 ENGINEERING & ENVIRONMENTAL

ILLINOIS  
 IOWA  
 WISCONSIN

OWNER/DEVELOPER:  
 SIX KIDS, LLC  
 915 TECHNOLOGY PARKWAY  
 CEDAR FALLS, IA 50613

PROJECT AND LOCATION:  
 RABO AGRIFINANCE  
 SITE DEVELOPMENT  
 CEDAR FALLS, IOWA

DRAWN BY: AJB  
 APPROVED BY: NPK  
 DATE: 11/08/18  
 SCALE: AS NOTED

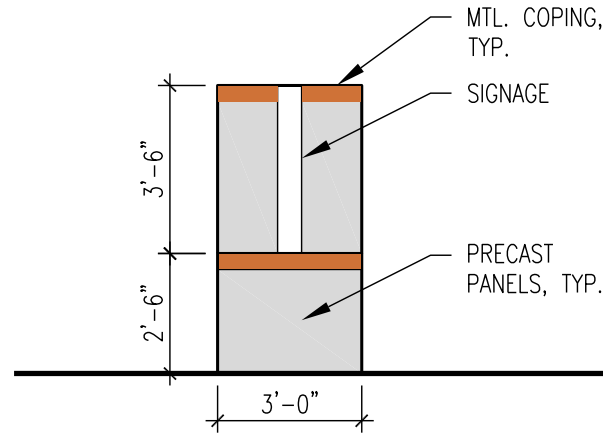
REVISIONS		
REV. NO.	DESCRIPTION	DATE

DRAWING:  
 LANDSCAPE PLAN

SET TYPE: APPROVAL3

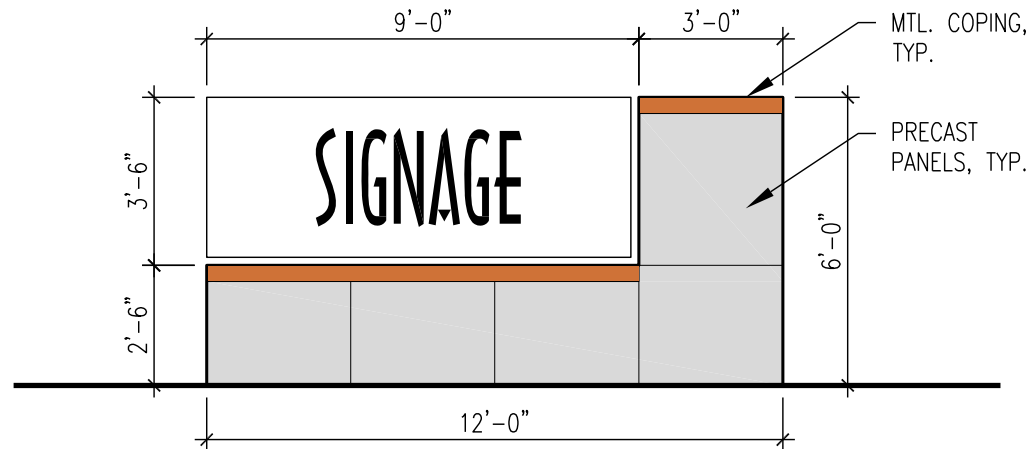
JOB NUMBER:  
 18-762

SHEET NUMBER:  
 C4.1



## SIDE ELEVATION

Scale: 1/4" = 1'-0"

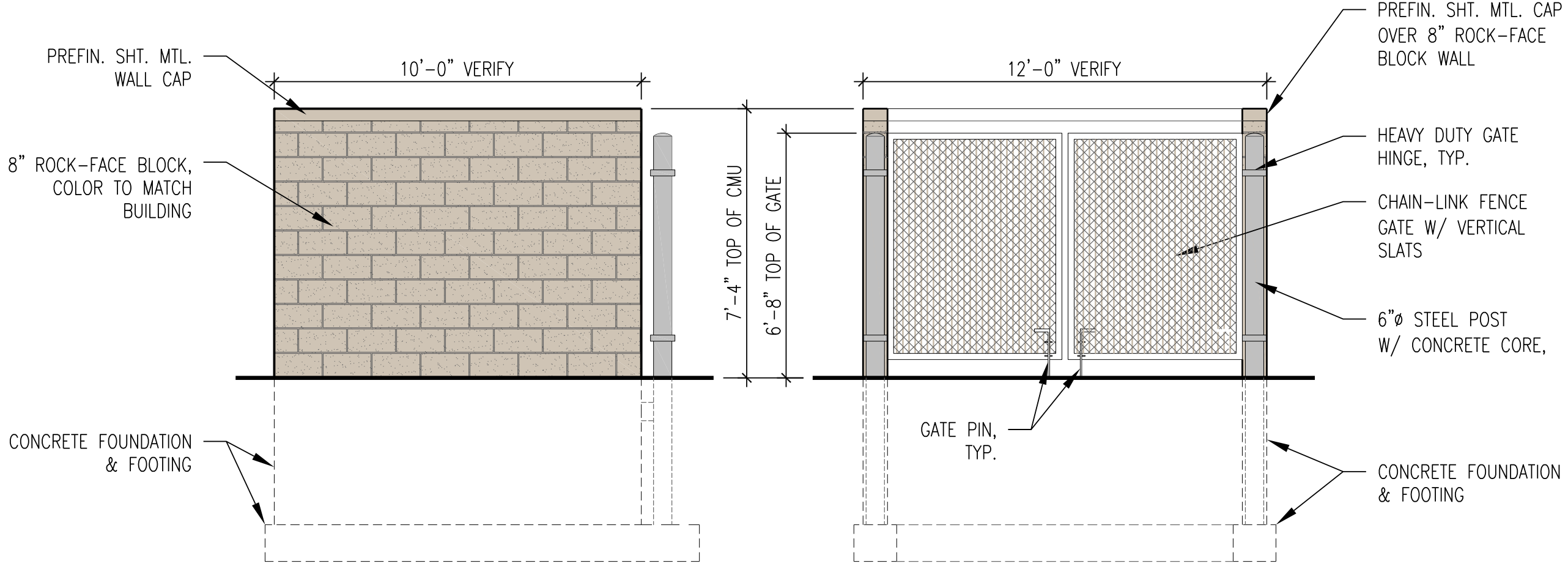


## FRONT ELEVATION

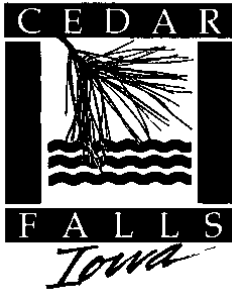
Scale: 1/4" = 1'-0"

# Rabo AgriFinance

Technology Park | Cedar Falls



TRASH ENCLOSURE



## 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 *Planning & Community Services Division*

**TO:** Honorable Mayor James P. Brown and City Council  
**FROM:** Shane Graham, Planner II  
**DATE:** November 14, 2018  
**SUBJECT:** Amendment No. 5 Downtown Development Area Urban Renewal Plan

The Downtown Development Area Urban Renewal Plan was originally adopted in 1986, and has provided financing or partial financing for numerous downtown improvement projects over the years. Several amendments have been made to the plan since its adoption, including most recently in December of 2017, where a new project (Mill Race Center for Entrepreneurship and Innovation) was identified for potential funding.

For the proposed Amendment No. 5 to the Downtown Development Area Urban Renewal Plan (copy attached as Exhibit 1 to Resolution), attention is directed to the section titled Proposed Urban Renewal Projects (Amendment No. 5) of the Plan. This section identifies a new project that may be funded through the Downtown Urban Renewal Plan Amendment No.5. A visional and zoning code update for downtown Cedar Falls, including that portion included in the Downtown Development Area Urban Renewal Area. This includes professional services related to developing a detailed vision plan and an associated zoning ordinance for downtown Cedar Falls and near neighborhoods.

With the above information noted, a copy of the proposed Amendment No. 5 to the Downtown Development Area Urban Renewal Plan (Exhibit 1 to the Resolution) is attached for your review. This Amendment No. 5 and related documents were drafted by Community Development staff in coordination with the Ahlers Law Office in Des Moines.

It is important to keep in mind that the projects and associated cost estimates are maximum expenditures for potential projects that **may** occur within the Downtown Development Area Urban Renewal Area over the next few years. To the best of our ability, staff is trying to identify all potential future projects to minimize the need for constant plan amendments (hopefully for the next 12-18 months) that require significant amounts of staff time and legal expense.

The first step in the City Council review process of the Amendment No. 5 to the Downtown Development Area Urban Renewal Plan is to set a date of Consultation Session with local taxing entities and a date for public hearing. The Community Development Department recommends that City Council adopt the following attached Resolution prepared by the Ahlers Law Office:

1. Resolution setting dates of a consultation and a public hearing on a proposed Amendment No. 5 to the Downtown Development Area Urban Renewal Plan in the City of Cedar Falls, State of Iowa.

The Consultation Session (required by law) with the local taxing entities will be scheduled for November 27, 2018 while the date of Public Hearing will be set for December 17, 2018.

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

Xc: Stephanie Houk Sheetz, AICP, Director of Community Development  
Nathan Overberg, Ahlers Law Office

**ITEM TO INCLUDE ON AGENDA**

**CITY OF CEDAR FALLS, IOWA**

November 19, 2018

7:00 P.M.

Downtown Development Area Urban Renewal Plan

- Resolution setting dates of a consultation and a public hearing on a proposed Amendment No. 5 to the Downtown Development Area Urban Renewal Plan in the City of Cedar Falls, State of Iowa.

IMPORTANT INFORMATION

1. The above agenda items should be included, along with any other agenda items, in the meeting agenda. The agenda should be 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 body holding the meeting. If no such office exists, the notice must be posted at the building in which the meeting is to be held.
2. If you do not now have a bulletin board designated as above mentioned, designate one and establish a uniform policy of posting your notices of meeting and tentative agenda.
3. Notice and tentative agenda must be posted at least 24 hours prior to the commencement of the meeting.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE  
CHAPTER 21 AND THE LOCAL RULES OF THE CITY.

November 19, 2018

The City Council of the City of Cedar Falls, State of Iowa, met in \_\_\_\_\_ session, in the Council Chambers, City Hall, 220 Clay Street, Cedar Falls, Iowa, at 7:00 P.M., on the above date. There were present Mayor \_\_\_\_\_, in the chair, and the following named Council Members:

\_\_\_\_\_

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

Vacant: \_\_\_\_\_

\* \* \* \* \*



Council Member \_\_\_\_\_ then introduced the following proposed Resolution entitled "RESOLUTION SETTING DATES OF A CONSULTATION AND A PUBLIC HEARING ON A PROPOSED AMENDMENT NO. 5 TO THE DOWNTOWN DEVELOPMENT AREA URBAN RENEWAL PLAN IN THE CITY OF CEDAR FALLS, STATE OF IOWA", and moved that the same be adopted. Council Member \_\_\_\_\_ seconded the motion to adopt. The roll was called and the vote was,

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

\_\_\_\_\_

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

Whereupon, the Mayor declared the Resolution duly adopted as follows:

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

RESOLUTION SETTING DATES OF A CONSULTATION  
AND A PUBLIC HEARING ON A PROPOSED AMENDMENT  
NO. 5 TO THE DOWNTOWN DEVELOPMENT AREA URBAN  
RENEWAL PLAN IN THE CITY OF CEDAR FALLS, STATE  
OF IOWA

WHEREAS, by Resolution No. 7418, adopted November 24, 1986, this City Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Downtown Development Area Urban Renewal Plan (the "Urban Renewal Plan" or "Plan") for the Downtown Development Area Urban Renewal Plan Area (the "Urban Renewal Area" or "Area") described therein, which Plan, as amended, is on file in the office of the Recorder of Black Hawk County; and

WHEREAS, by Resolution No. 12,795, adopted May 14, 2001, this City Council approved and adopted an Amendment No. 1 to the Downtown Development Area Urban Renewal Plan; and

WHEREAS, by Resolution No. 18,165, adopted July 16, 2012, this City Council approved and adopted an Amendment No. 2 to the Downtown Development Area Urban Renewal Plan; and

WHEREAS, by Resolution No. 18,837, adopted November 11, 2013, this City Council approved and adopted an Amendment No. 3 to the Downtown Development Area Urban Renewal Plan; and

WHEREAS, by Resolution No. 20, 864, adopted December 18, 2017, this City Council approved and adopted an Amendment No. 4 to the Downtown Development Area Urban Renewal Plan; and

WHEREAS, this Urban Renewal Area currently includes and consists of:

ORIGINAL AREA

That portion of Sec. 12 T89N R14W of the 5<sup>th</sup> P.M. in the City of Cedar Falls, County of Black Hawk, State of Iowa, described as follows:

Beginning at the intersection of the east line of Franklin St. and the north line of Seventh St.; thence North on the east line of Franklin St. to the north line of First St. (formerly Hwy. 20); thence East on the north line of First St. to the extended west line of Washington Street; thence north on the extended west line of Washington St. to the centerline of the Chicago, Central and Pacific Railroad (C.C. & P.R.R.); thence Northeasterly on the centerline of the C.C. & P.R.R. to the southwesterly bank of the Cedar River; thence Southeasterly on the

Southwesterly bank of the Cedar River to the extended east line of the NW ¼ SE ¼ Sec. 12-89-14; thence South on the extended east line of the NW ¼ SE ¼ to the north line of Seventh St.; thence West on the north line of Seventh St. to the place of beginning; exc. Blk. 7 Garrison & Dean's Add.; also exc. all of Fifth St. from the east line of Main St. to the east line of the NW ¼ SE ¼ Sec. 12-89-14; all as shown on the map attached herewith and made a part hereof.

AMENDMENT NO. 1 AREA

Blk. 7 Garrison & Dean's Add.; also all of Fifth St. from the east line of Main St. to the east line of the NW ¼ SE ¼ Sec. 12-89-14; and

AMENDMENT NO. 2 AREA

Amendment No. 2 added no real property to the Area; and

AMENDMENT NO. 3 AREA

Area A. Beginning at the intersection of the East line of Franklin Street and the North line of West 1st Street; thence North along said East line of Franklin Street to the centerline of the Canadian National Railway Company (formerly the Chicago Central and Pacific Railroad); thence Easterly and Northeasterly along said centerline to the Northerly extension of the West line of Washington Street; thence South along the Northerly extension of said West line to the North line of West 1st Street; thence West along said North line to the point of beginning.

Area B. Beginning on the East line of the Northwest Quarter of the Southeast Quarter of Section 12-89-14 at its intersection with the North line of East 7th Street; thence North along said East line to the Southwesterly bank of the Cedar River; thence Southeasterly along said Southwesterly bank to the Easterly extension of the North line of East 7th Street; thence West along the Easterly extension of said Northerly line a distance of 600 feet; thence Southwesterly to the intersection of the Northeasterly line of the Iowa Northern Railroad Company (formerly the Chicago, Rock Island and Pacific Railroad) with the Easterly extension of the North line of Lot 3, Block 1 of Garrison's Addition to Cedar Falls, Iowa; thence Southeasterly along said Northeasterly line to the Easterly extension of the South line of East 9th Street; thence West along the Easterly extension of said South line to the Northeasterly line of the Northwestern Transportation Company (formerly the Wisconsin, Iowa and Nebraska Railroad Company and later the Chicago, Great Western Railroad Company); thence Southeasterly along said Northeasterly line to the Easterly extension of the South line of East 11th Street; thence West along the Easterly extension of said South line to the Northeast corner of Lot 1, Block 1 in T. Mullarky's Addition to

Cedar Falls, Iowa (part vacated); thence North along the Southerly extension of the East line of Block 2 and the East line of Block 2 in T. Mullarky's Addition to Cedar Falls, Iowa (part vacated) to the Northeast corner of said Block 2; thence West along the North line of said Block 2 13 feet; thence North along a line which is 13 feet West of a parallel with the Northerly extension of said East line of Block 2 to the South line of East 9th Street; thence Northwesterly parallel with the Southwesterly line of the Northwestern Transportation Company to the intersection with a line which is 43 feet normally distant Southwesterly and parallel with the Southwesterly line of the Iowa Northern Railroad Company; thence Northwesterly parallel with said Southwesterly line to the North line of East 7th Street; thence East along said North line to point of beginning; and

#### AMENDMENT NO. 4 AREA

Amendment No. 4 added no real property to the Area; and

WHEREAS, City staff has caused there to be prepared a form of Amendment No. 5 to the Plan ("Amendment No. 5" or "Amendment"), a copy of which has been placed on file for public inspection in the office of the City Clerk and which is incorporated herein by reference, the purpose of which is to add to and/or confirm the list of proposed urban renewal projects to be undertaken within the Urban Renewal Area; and

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

WHEREAS, this proposed Amendment No. 5 adds no new land to the Urban Renewal Area; and

WHEREAS, the Iowa statutes require the City Council to notify all affected taxing entities of the consideration being given to the proposed Amendment No. 5 and to hold a consultation with such taxing entities with respect thereto, and further provides that the designated representative of each affected taxing entity may attend the consultation and make written recommendations for modifications to the proposed division of revenue included as a part thereof, to which the City shall submit written responses as provided in Section 403.5, as amended; and

WHEREAS, the Iowa statutes further require the City Council to hold a public hearing on the proposed Amendment No. 5 subsequent to notice thereof by publication in a newspaper having general circulation within the City, which notice shall describe the time, date, place and purpose of the hearing, shall generally identify the urban renewal area covered by the Amendment and shall outline the general scope of the urban renewal project under consideration, with a copy of the notice also being mailed to each affected taxing entity.

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

Section 1. That the consultation on the proposed Amendment No. 5 required by Section 403.5(2) of the Code of Iowa, as amended, shall be held on November 27, 2018, in the North Conference Room, City Hall, 220 Clay Street, Cedar Falls, Iowa, at 11:00 A.M., and the Planner II, or his delegate, is hereby appointed to serve as the designated representative of the City for purposes of conducting the consultation, receiving any recommendations that may be made with respect thereto and responding to the same in accordance with Section 403.5(2).

Section 2. That the City Clerk is authorized and directed to cause a notice of such consultation to be sent by regular mail to all affected taxing entities, as defined in Section 403.17(1), along with a copy of this Resolution and the proposed Amendment No. 5, the notice to be in substantially the following form:

NOTICE OF A CONSULTATION TO BE HELD BETWEEN  
THE CITY OF CEDAR FALLS, STATE OF IOWA AND ALL  
AFFECTED TAXING ENTITIES CONCERNING THE  
PROPOSED AMENDMENT NO. 5 TO THE DOWNTOWN  
DEVELOPMENT AREA URBAN RENEWAL PLAN FOR THE  
CITY OF CEDAR FALLS, STATE OF IOWA

The City of Cedar Falls, State of Iowa will hold a consultation with all affected taxing entities, as defined in Section 403.17(1) of the Code of Iowa, as amended, commencing at 11:00 A.M. on November 27, 2018, in the North Conference Room, City Hall, 220 Clay Street, Cedar Falls, Iowa concerning a proposed Amendment No. 5 to the Downtown Development Area Urban Renewal Plan, a copy of which is attached hereto.

Each affected taxing entity may appoint a representative to attend the consultation. The consultation may include a discussion of the estimated growth in valuation of taxable property included in the Urban Renewal Area, the fiscal impact of the division of revenue on the affected taxing entities, the estimated impact on the provision of services by each of the affected taxing entities in the Urban Renewal Area, and the duration of any bond issuance included in the Amendment.

The designated representative of any affected taxing entity may make written recommendations for modifications to the proposed division of revenue no later than seven days following the date of the consultation. The Planner II, or his delegate, as the designated representative of the City of Cedar Falls, State of Iowa, shall submit a written response to the affected taxing entity, no later than seven days prior to the public hearing on the proposed Amendment No. 5 to the Downtown Development Area Urban Renewal Plan, addressing any recommendations made by that entity for modification to the proposed division of revenue.

This notice is given by order of the City Council of the City of Cedar Falls, State of Iowa, as provided by Section 403.5 of the Code of Iowa, as amended.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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City Clerk, City of Cedar Falls, State of Iowa

(End of Notice)

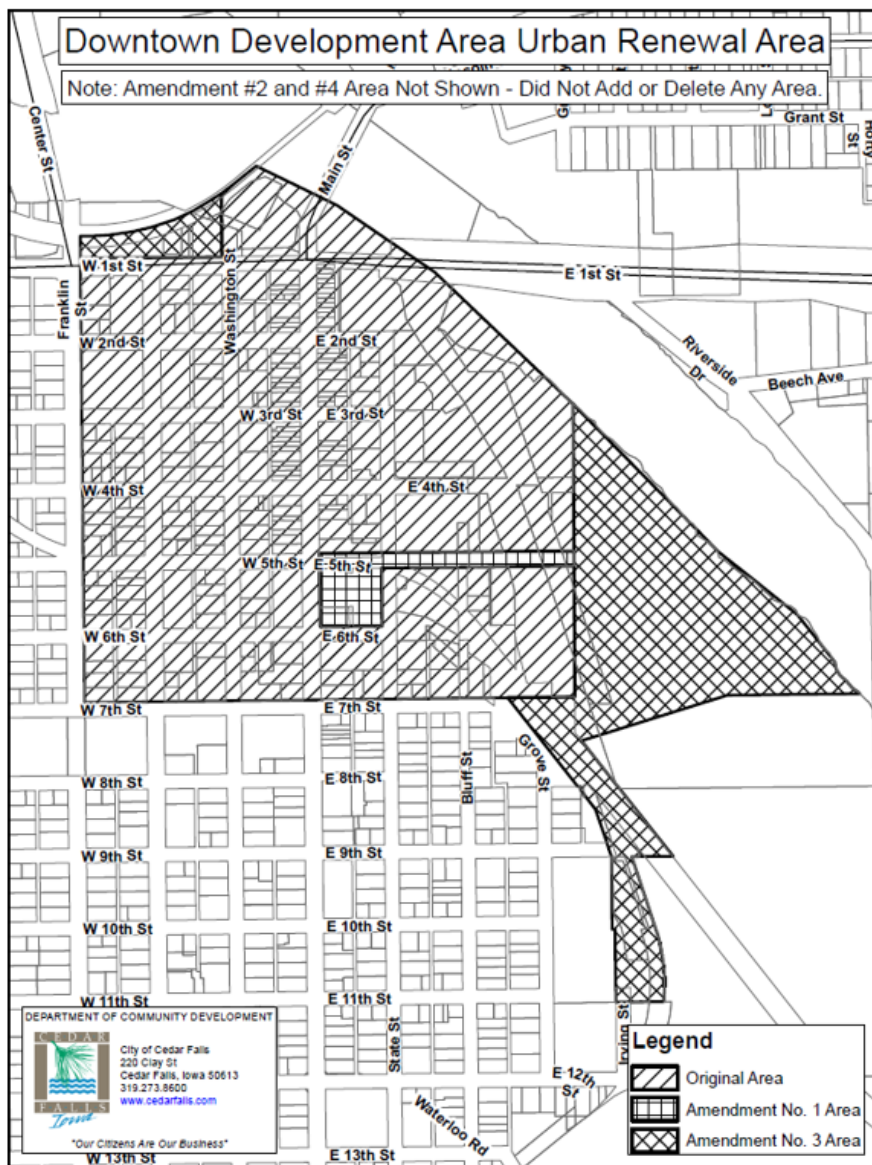
Section 3. That a public hearing shall be held on the proposed Amendment No. 5 before the City Council at its meeting which commences at 7:00 P.M. on December 17, 2018, in the Council Chambers, City Hall, 220 Clay Street, Cedar Falls, Iowa.

Section 4. That the City Clerk is authorized and directed to publish notice of this public hearing in the Waterloo-Cedar Falls Courier, once on a date not less than four (4) nor more than twenty (20) days before the date of the public hearing, and to mail a copy of the notice by ordinary mail to each affected taxing entity, such notice in each case to be in substantially the following form:

(One publication required)

NOTICE OF PUBLIC HEARING TO CONSIDER APPROVAL OF A  
PROPOSED AMENDMENT NO. 5 TO THE DOWNTOWN  
DEVELOPMENT AREA URBAN RENEWAL PLAN FOR AN  
URBAN RENEWAL AREA IN THE CITY OF CEDAR FALLS,  
STATE OF IOWA

The City Council of the City of Cedar Falls, State of Iowa, will hold a public hearing before itself at its meeting which commences at 7:00 P.M. on December 17, 2018 in the Council Chambers, City Hall, 220 Clay Street, Cedar Falls, Iowa, to consider adoption of a proposed Amendment No. 5 to the Downtown Development Area Urban Renewal Plan (the "Amendment") concerning an Urban Renewal Area in the City of Cedar Falls, State of Iowa, generally depicted in the following map:





A copy of the Amendment is on file for public inspection in the office of the City Clerk, City Hall, City of Cedar Falls, Iowa.

The City of Cedar Falls, State of Iowa is the local public agency which, if such Amendment is approved, shall undertake the urban renewal activities described in such Amendment.

The general scope of the urban renewal activities under consideration in the Amendment is to rehabilitate, conserve and redevelop land, buildings and other improvements within such area through the elimination and containment of conditions of blight so as to improve the community through the establishment of effective land use controls, through use of an effective program of rehabilitation of existing buildings and elimination of those structures which cannot be economically rehabilitated, with a limited amount of acquisition, clearance, resale and improvement of land for various purposes specified in the Amendment. To accomplish the objectives of the Amendment, and to encourage the further economic development of the Urban Renewal Area, the Amendment provides that such special financing activities may include, but not be limited to, the making of loans or grants of public funds to private entities under Chapter 15A of the Code of Iowa. The City also may reimburse or directly undertake the installation, construction and reconstruction of substantial public improvements, including, but not limited to, street, water, sanitary sewer, storm sewer or other public improvements. The Amendment provides that the City may issue bonds or use available funds for purposes allowed by the Plan, as amended, and that tax increment reimbursement of the costs of urban renewal projects may be sought if and to the extent incurred by the City. The Amendment initially proposes no new, specific public infrastructure or site improvements to be undertaken by the City, and provides that the Amendment may be amended from time to time.

The proposed Amendment No. 5 would add and/or confirm the list of proposed urban renewal projects to be undertaken within the Urban Renewal Area. The proposed Amendment adds no new land. Other provisions of the Plan not affected by the Amendment would remain in full force and effect.

Any person or organization desiring to be heard shall be afforded an opportunity to be heard at such hearing.

This notice is given by order of the City Council of the City of Cedar Falls, State of Iowa, as provided by Section 403.5 of the Code of Iowa.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

---

City Clerk, City of Cedar Falls, State of Iowa

(End of Notice)

Section 5. That the proposed Amendment No. 5, attached hereto as Exhibit 1, for the Urban Renewal Area described therein is hereby officially declared to be the proposed Amendment No. 5 referred to in the notices for purposes of such consultation and hearing and that a copy of the Amendment shall be placed on file in the office of the City Clerk.

PASSED AND APPROVED this 19<sup>th</sup> day of November, 2018.

\_\_\_\_\_  
Mayor

ATTEST:

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

*Label the Amendment as Exhibit 1 (with all exhibits) and attach it to this Resolution.*

**EXHIBIT 1**

**AMENDMENT NO. 5**

**TO THE**

**DOWNTOWN DEVELOPMENT AREA**  
**URBAN RENEWAL PLAN**

**CITY OF CEDAR FALLS, IOWA**

**Original Area Adopted – November 1986**  
**Amendment No. 1 – May 2001**  
**Amendment No. 2– July 2012**  
**Amendment No. 3– November 2013**  
**Amendment No. 4 – December 2017**  
**Amendment No. 5 – December 2018**

**AMENDMENT NO. 5  
to the  
DOWNTOWN DEVELOPMENT AREA  
URBAN RENEWAL PLAN  
CITY OF CEDAR FALLS, IOWA**

The Downtown Development Area Urban Renewal Plan ("Plan") for the Downtown Development Area Urban Renewal Area ("Area" or "Urban Renewal Area") was originally adopted in 1986 and has been amended by Amendment No. 1 in May 2001, Amendment No. 2 in July 2012, Amendment No. 3 in November 2013, and Amendment No. 4 in December 2017. This Plan is being further amended to add to and/or confirm the list of proposed urban renewal projects to be undertaken within the Urban Renewal Area by this Amendment No. 5 to the Downtown Development Area Urban Renewal Plan ("Amendment").

The Original Area and each amendment area are referred to as subareas in this Amendment. The subareas make up the Urban Renewal Area. No change is being made to the property within the Original Area or subareas.

Except as modified by this Amendment, the provisions of the original Downtown Development Area Urban Renewal Plan, as previously amended, are hereby ratified, confirmed and approved and shall remain in full force and effect as provided herein. In case of any conflict or uncertainty, the terms of this Amendment No. 5 shall control.

**DESCRIPTION OF THE URBAN RENEWAL AREA**

Under this amendment, there is no new property being added to the Urban Renewal Area. For illustrative purposes and reader convenience, the Downtown Development Area Urban Renewal Area map is attached to this Amendment as Exhibit A.

**DISTRICT DESIGNATION**

With the adoption of this Amendment No. 5, the City of Cedar Falls will continue to designate the Downtown Development Area Urban Renewal Area as appropriate for blight remediation. The rationale for the Area Designation is the remediation, stabilization, and removal of blight, and the return of properties to useful condition for public facilities or private development, which private development of commercial, retail and/or residential projects would generate increased taxable valuation.

**DEVELOPMENT PLAN**

The City of Cedar Falls has a general plan for the physical development of the City, as a whole, designated as the "Cedar Falls Comprehensive Plan" adopted in May 2012. The Plan, as amended, and including this Amendment No. 5, is in conformity with the Cedar Falls Comprehensive Plan. The urban renewal projects as restated in Amendment No. 5 also are consistent with the Cedar Falls Comprehensive Plan.

This Amendment No. 5 does not change or in any way replace the City’s current land use planning or zoning regulations process.

Any urban renewal projects related to the need for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Area are set forth in this Plan, as amended. As the Area develops, the need for public infrastructure extensions and upgrades will be evaluated and planned for by the City.

**PROJECT OBJECTIVES**

Objectives for development within the Area remain as stated in the original Plan, as previously amended.

**TYPES OF RENEWAL ACTIVITIES**

The Types of Renewal Activities within the Area remain as stated in the original Plan, as previously amended.

**PREVIOUS URBAN RENEWAL PROJECTS**

Several Urban Renewal Projects were authorized prior to July 1, 2012, and are continuing.

**EXISTING URBAN RENEWAL PROJECTS**

**AMENDMENT NO. 3**

The following items have been previously approved by the adoption of Amendment No. 3 to the Downtown Development Area Urban Renewal Plan in 2013 and are continuing:

**1. Public Improvements:**

<b>Project</b>	<b>Estimated Date</b>	<b>Estimated cost to be Reimbursed by Incremental Tax Revenues</b>	<b>Rationale</b>
Downtown Flood Protection: After the historic flooding that occurred in June of 2008, the City of Cedar Falls decided that increasing the protection level of the downtown flood levee and floodwall system was one of the highest priorities for the City. The 2008 flood event exceeded the design for the existing levee system; but with the assistance of emergency flood	2013-2025	\$8,000,000	Remediation, stabilization, and removal of blight, and the return of properties to useful condition for public facilities or private development, which private development of commercial, retail and/or residential projects would generate

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<p>fighting procedures, the protection was not overtopped. The intent of this project is to increase the level of protection for the City to the 500-year level of protection. Increasing the flood protection levels for the City will require additional levee and/or floodwall extensions, modifications to existing storm sewer gatewells, modifications to closure structures (pedestrian and street openings), and modification to areas with sandbag closure plans along with related levee/flood wall improvements and amenities.</p>			<p>increased taxable valuation</p>
<p>Construction of future public infrastructure and improvements within the Urban Renewal Plan Area including but not limited to new and reconstructed roadways, alleys, sidewalks, parking lots or structures, recreation trails, lighting, and other public amenities.</p>	<p>2013-2025</p>	<p>\$2,500,000</p>	<p>Remediation, stabilization, and removal of blight, and the return of properties to useful condition for public facilities or private development, which private development of commercial, retail and/or residential projects would generate increased taxable valuation</p>
<p>Infrastructure tied to new or reconstructed roadways and alleys including but not limited to water, sanitary sewer, storm sewer, gas, electric, and communications.</p>	<p>2013-2025</p>	<p>\$1,500,000</p>	<p>Remediation, stabilization, and removal of blight, and the return of properties to useful condition for public facilities or private development, which private development of commercial, retail and/or residential projects would generate increased taxable valuation</p>
<p>Consulting, engineering, design and inspection costs for future roadway and infrastructure projects within the Urban Renewal Area.</p>	<p>2013-2025</p>	<p>\$700,000</p>	<p>Remediation, stabilization, and removal of blight, and the return of properties to useful condition for public facilities or private development, which private development of commercial, retail and/or residential projects would generate</p>

			increased taxable valuation
Traffic, site development and parking related studies tied to any roadway or parking lot/structure improvement project or projects.	2013-2025	\$150,000	Remediation, stabilization, and removal of blight, and the return of properties to useful condition for public facilities or private development, which private development of commercial, retail and/or residential projects would generate increased taxable valuation

**2. Development Agreements: Cedar Falls Municipal Utilities Development Agreement**

Additional electrical production, distribution and transmission including but not limited to burying lines, relocating lines, and other items necessary to accommodate future development and growth within the Urban Renewal Area.	2013-2025	\$1,200,000	Remediation, stabilization, and removal of blight, and the return of properties to useful condition for public facilities or private development, which private development of commercial, retail and/or residential projects would generate increased taxable valuation
Additional gas utility installation (new and relocated) necessary to accommodate future development and growth within the Urban Renewal Area.	2013-2025	\$100,000	Remediation, stabilization, and removal of blight, and the return of properties to useful condition for public facilities or private development, which private development of commercial, retail and/or residential projects would generate increased taxable valuation

Additional water utility installation (new and relocated) necessary to accommodate future development and growth within the Urban Renewal Area.	2013-2025	\$ 200,000	Remediation, stabilization, and removal of blight, and the return of properties to useful condition for public facilities or private development, which private development of commercial, retail and/or residential projects would generate increased taxable valuation
Additional communications utility or utilities (new or relocated) necessary to accommodate future development and growth within the Urban Renewal Area.	2013-2025	\$ 250,000	Remediation, stabilization, and removal of blight, and the return of properties to useful condition for public facilities or private development, which private development of commercial, retail and/or residential projects would generate increased taxable valuation
<b>Total</b>		\$1,750,000	

### 3. Other Development Agreements

<b>Tax Rebate or Other Incentive Agreements:</b>			
Tax Rebate or other Incentive Agreements for future City Council approved agreements. One potential development agreement is proposed for the city –owned annex (Historic Post Office). See further information under Public Building Analysis below.	2013-2025	\$1,000,000	Remediation, stabilization, and removal of blight, and the return of properties to useful condition for public facilities or private development, which private development of commercial, retail and/or residential projects would generate increased taxable valuation



**4. Land Acquisition**

City land acquisitions to accommodate urban renewal projects and job creation within the Urban Renewal Area	2013-2025	\$2,000,000	Remediation, stabilization, and removal of blight, and the return of properties to useful condition for public facilities or private development, which private development of commercial, retail and/or residential projects would generate increased taxable valuation
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**5 City Personnel Costs and other Administrative Costs to Support Urban Renewal Projects and Planning**

Staffing related expenses (including but not limited to salary and benefits) incurred by Community Services, Engineering, and Planning Services Divisions personnel tied to supporting urban renewal projects within the Urban Renewal Area.	2013-2025	\$400,000	Administrative expenses necessary to promote, support and complete urban renewal projects.
Legal, consulting, abstracting, recording, publication, and other miscellaneous fees associated with urban renewal projects occurring within the Urban Renewal Area.	2013-2025	\$200,000	Administrative expenses necessary to promote, support and complete urban renewal projects.

**AMENDMENT NO. 4**

The following item has been previously approved by the adoption of Amendment No. 4 to the Downtown Development Area Urban Renewal Plan in 2017 and is continuing:

<b>Project</b>	<b>Estimated Date</b>	<b>Estimated cost to be Reimbursed by Incremental Tax Revenues</b>	<b>Rationale</b>
Grant Agreement with Mill Race Center for Entrepreneurship and Innovation (Mill Race	2018-2025	\$200,000	The City’s support of the Mill Race Center will allow

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Center): The purpose of the Mill Race Center is to provide resources and programming to improve the local business environment and support available for entrepreneurship and innovation in Cedar Falls. The City, along with other constituents, will provide grants to the Mill Race Center who will use the funds to increase commercial and entrepreneurial activity in the Area, which will in turn help remediate blighting influences.			the Mill Race Center to increase commercial and entrepreneurial activity in the Area, which will in turn help remediate blighting influences.
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**PROPOSED URBAN RENEWAL PROJECTS**  
**(AMENDMENT NO. 5)**

Although certain project activities may occur over a period of several years, in addition to the projects previously proposed in the Downtown Development Area Urban Renewal Plan, as previously amended, the Proposed Urban Renewal Projects under this Amendment include:

<b>Project</b>	<b>Estimated Date</b>	<b>Estimated cost to be Reimbursed by Incremental Tax Revenues</b>	<b>Rationale</b>
Visioning and Zoning Code Update for Downtown Cedar Falls, including that portion included in the Downtown Development Area Urban Renewal Area. This includes professional services related to developing a detailed vision plan and an associated zoning ordinance for Downtown Cedar Falls and near neighborhoods.	2018-2021	\$250,000  (Representing that portion of the total costs associated with planning for the Urban Renewal Area)	Remediation, stabilization, and removal of blight, and the return of properties to useful condition for public facilities or private development, which private development of commercial, retail and/or residential projects would generate increased taxable valuation.

**DEBT**

1.	Constitutional debt limit:	\$151,911,983
2.	Current outstanding general obligation debt:	\$9,740,000
3.	Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Proposed Urban Renewal Projects (Amendment No. 5) has not yet been determined. This document is merely for planning purposes. The estimated project costs in this Amendment are estimates only and will be incurred and spent over a number of years. In no event will the City's constitutional debt limit be exceeded. The City Council will consider each project proposal on a case-by-case basis to determine if it is in the City's best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area. Subject to the foregoing, it is estimated that the cost of the Proposed Urban Renewal Projects as described above will be approximately as follows:	\$ 250,000

**PROPERTY ACQUISITION/DISPOSITION**

The City will follow any applicable requirements for the acquisition and disposition of property.

**URBAN RENEWAL PLAN AMENDMENTS**

The Downtown Development Area Urban Renewal Plan may be amended from time to time for a variety of reasons, including but not limited to, change in the area, to add or change land use controls and regulations, to modify goals or types of renewal activities, to add or change renewal projects, or to amend property acquisition and disposition provisions. The City Council may amend the Plan in accordance with applicable state law.

**EFFECTIVE PERIOD**

This Amendment No. 5 to the Downtown Development Area Urban Renewal Plan will become effective upon its adoption by the City Council. Notwithstanding anything to the contrary in the Plan, any prior amendment, resolution, or document, the Downtown Development

FINAL

Area Urban Renewal Plan, as amended, shall remain in effect until terminated by the City Council

The use of incremental property tax revenues in the Area, or the "division of revenue," as those words are used in Chapter 403 of the Code of Iowa, will be consistent with Chapter 403 of the Iowa Code. Specifically, the division of revenues shall continue in the Area for the maximum period allowed by law.

The Urban Renewal Area (and all sub areas) has no statutorily required sunset because the Area is designated as appropriate for blight remediation. Therefore, the collection of incremental tax revenues within the Urban Renewal Area shall continue until terminated by the City Council.

#### **REPEALER**

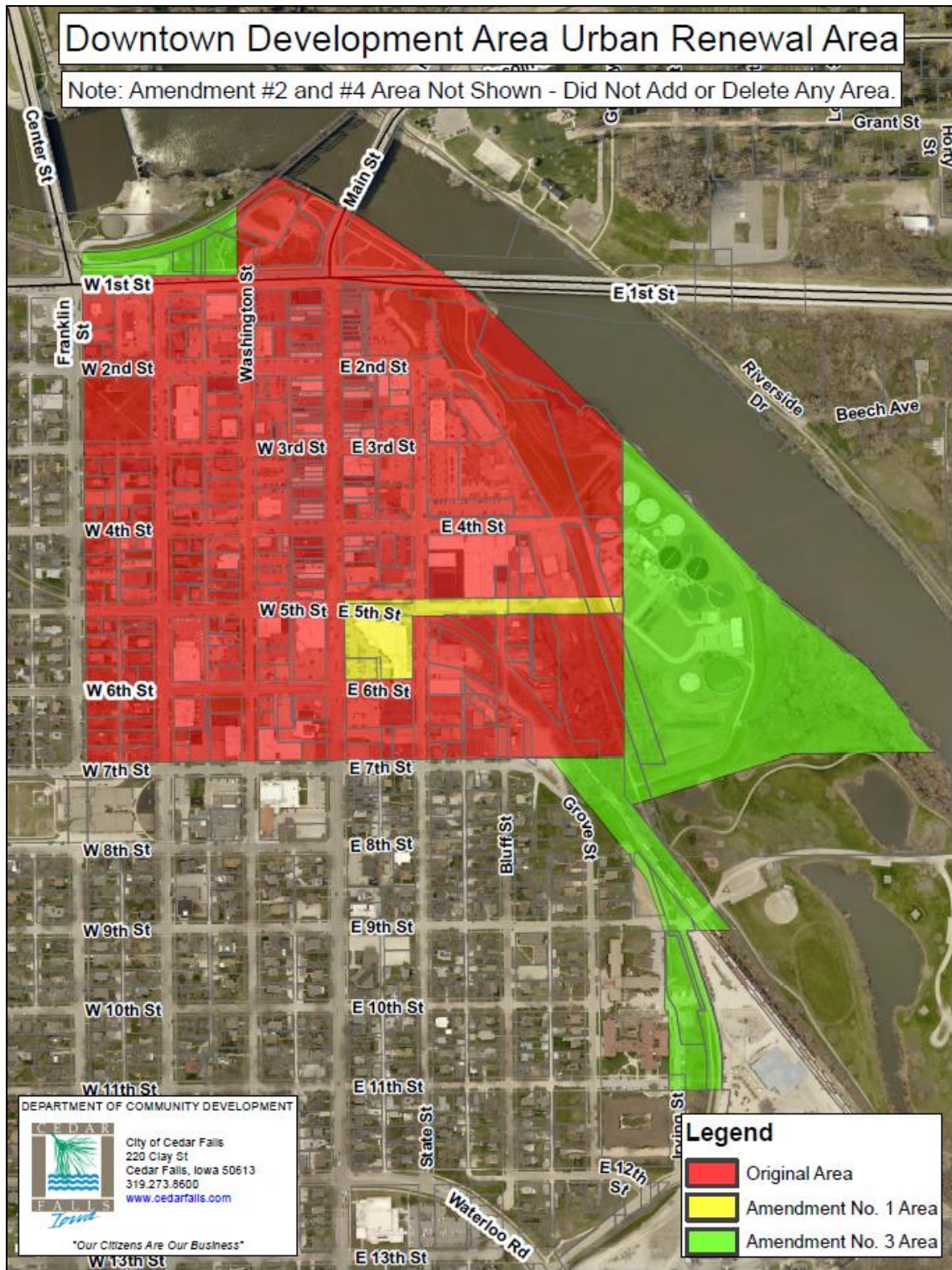
Any parts of the Plan, as previously amended, in conflict with this Amendment are hereby repealed.

#### **SEVERABILITY CLAUSE**

If any part of the Amendment is determined to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the previously adopted Plan as a whole or the previous amendments to the Plan, or any part of the Plan not determined to be invalid or unconstitutional.

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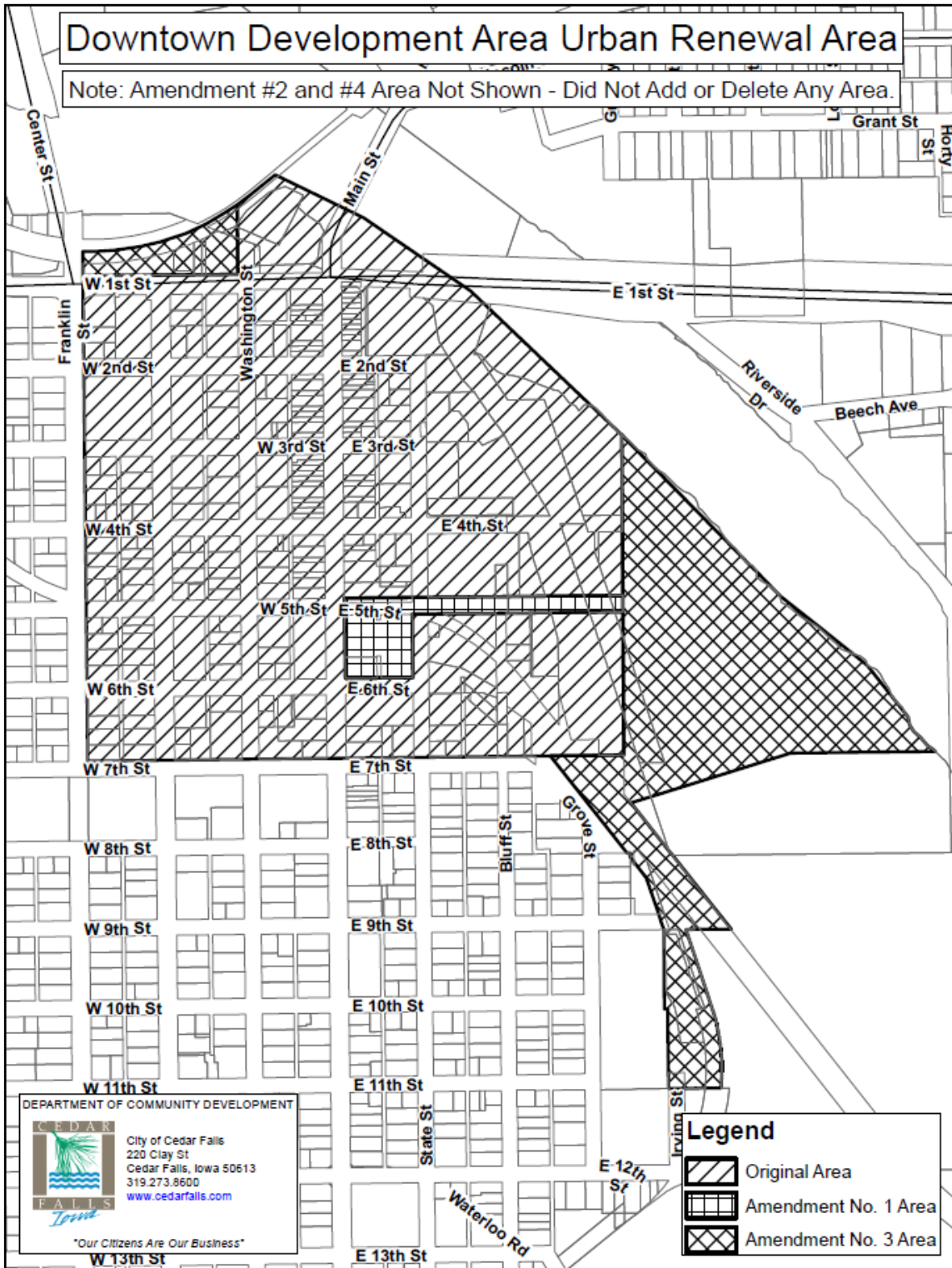
**EXHIBIT A**  
**Maps of Downtown Development Area Urban Renewal Area**



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# Downtown Development Area Urban Renewal Area

Note: Amendment #2 and #4 Area Not Shown - Did Not Add or Delete Any Area.



FINAL

CERTIFICATE

STATE OF IOWA )  
 ) SS  
COUNTY OF BLACK HAWK )

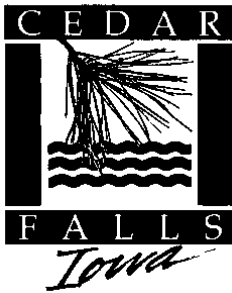
I, the undersigned City Clerk of the City of Cedar Falls, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to 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)

01536061-1\10283-164



## 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 *Planning & Community Services Division*

**TO:** Honorable Mayor James P. Brown and City Council  
**FROM:** Shane Graham, Planner II  
**DATE:** November 14, 2018  
**SUBJECT:** Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan  
Amendment No. 5

In May 2017 the Amendment No. 4 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan was adopted. The primary objectives of establishing Amendment No. 4 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan were to remove several projects that have been completed and to update the cost estimate of another project that is already in the Plan, remove a portion of the area from the Plan that recently met its sunset date in regards to the 20 year lifespan that this area has (per State Code), and to add several areas of right-of-way along Viking Road in order to better connect all of the areas within the Plan.

For the proposed Amendment No. 5 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan (copy attached as Exhibit 1 to Resolution), the primary objective is to add property to the Urban Renewal Area and to update and modify the status and budget figures of certain previously identified projects within the Urban Renewal Area.

With the above information noted, a copy of the proposed Amendment No. 5 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan (Exhibit 1 to the Resolution) is attached for your review. This Amendment No. 5 and related documents were drafted by Community Development staff in coordination with the Ahlers Law Office in Des Moines.

It is important to keep in mind that the projects and associated cost estimates are maximum expenditures for potential projects that **may** occur within the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area over the next few years. To the best of our ability, staff is trying to identify all potential future projects to minimize the need for constant plan amendments (hopefully for the next 12-18 months) that require significant amounts of staff time and legal expense.

The first step in the City Council review process of the Amendment No. 5 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan is to set a date of Consultation Session with local taxing entities and a date for public hearing. The Community Development Department recommends that City Council adopt the following attached Resolution prepared by the Ahlers Law Office:



1. Resolution setting dates of a consultation and a public hearing on a proposed Amendment No. 5 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan in the City of Cedar Falls, State of Iowa.

The Consultation Session (required by law) with the local taxing entities will be scheduled for November 27, 2018 while the date of Public Hearing will be set for December 17, 2018.

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

Xc: Stephanie Houk Sheetz, AICP, Director of Community Development  
Nathan Overberg, Ahlers Law Office

**ITEM TO INCLUDE ON AGENDA**

**CITY OF CEDAR FALLS, IOWA**

November 19, 2018

7:00 P.M.

Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan

- Resolution setting dates of a consultation and a public hearing on a proposed Amendment No. 5 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan in the City of Cedar Falls, State of Iowa.

IMPORTANT INFORMATION

1. The above agenda items should be included, along with any other agenda items, in the meeting agenda. The agenda should be 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 body holding the meeting. If no such office exists, the notice must be posted at the building in which the meeting is to be held.
2. If you do not now have a bulletin board designated as above mentioned, designate one and establish a uniform policy of posting your notices of meeting and tentative agenda.
3. Notice and tentative agenda must be posted at least 24 hours prior to the commencement of the meeting.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE  
CHAPTER 21 AND THE LOCAL RULES OF THE CITY.

November 19, 2018

The City Council of the City of Cedar Falls, State of Iowa, met in \_\_\_\_\_ session, in the Council Chambers, City Hall, 220 Clay Street, Cedar Falls, Iowa, at 7:00 P.M., on the above date. There were present Mayor \_\_\_\_\_, in the chair, and the following named Council Members:

\_\_\_\_\_

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

Vacant: \_\_\_\_\_

\* \* \* \* \*

Council Member \_\_\_\_\_ then introduced the following proposed Resolution entitled "RESOLUTION SETTING DATES OF A CONSULTATION AND A PUBLIC HEARING ON A PROPOSED AMENDMENT NO. 5 TO THE CEDAR FALLS UNIFIED HIGHWAY 58 CORRIDOR URBAN RENEWAL PLAN IN THE CITY OF CEDAR FALLS, STATE OF IOWA", and moved that the same be adopted. Council Member \_\_\_\_\_ seconded the motion to adopt. The roll was called and the vote was,

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

\_\_\_\_\_

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

Whereupon, the Mayor declared the Resolution duly adopted as follows:

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

RESOLUTION SETTING DATES OF A CONSULTATION  
AND A PUBLIC HEARING ON A PROPOSED AMENDMENT  
NO. 5 TO THE CEDAR FALLS UNIFIED HIGHWAY 58  
CORRIDOR URBAN RENEWAL PLAN IN THE CITY OF  
CEDAR FALLS, STATE OF IOWA

WHEREAS, by Resolution No. 8196, adopted November 12, 1990, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Cedar Falls Industrial Park Urban Renewal Plan for the Cedar Falls Industrial Park Urban Renewal Area (the “Industrial Park Urban Renewal Area”) described therein, which was subsequently amended by Resolution No. 10,224, adopted November 13, 1995, and by Resolution No. 13, 862, adopted November 17, 2003; and

WHEREAS, by Resolution No. 16,631, adopted September 28, 2009, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Cedar Falls Northern Industrial Park Urban Renewal Plan for the Cedar Falls Northern Industrial Park Urban Renewal Area (the “Northern Industrial Park Urban Renewal Area”) described therein; and

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

WHEREAS, by Resolution No. 19,263, adopted November 3, 2014, this Council approved and adopted the Amendment No. 2 to the Plan; and

WHEREAS, by Resolution No. 19,963, adopted April 18, 2016, this City Council approved and adopted an Amendment No. 3 to the Plan; and

WHEREAS, by Resolution No. 21,079 , adopted May 7, 2018, this City Council approved and adopted an Amendment No. 4 to the Plan; and

WHEREAS, this Unified Urban Renewal Area currently includes and consists of:

**Industrial Park Urban Renewal Area (1990)**

Beginning at the intersection of the West right-of-way line of the proposed Relocated Highway #58 and the east-west centerline of Section 36 Township 89 North Range 14 West of the 5<sup>th</sup> Principal Meridian, Cedar Falls, Iowa. Thence

Northerly along said West right-of-way line to the South line of Eldorado Heights 3<sup>rd</sup> Addition to said City of Cedar Falls; thence Westerly along said South line extended to the West line of Section 25 T89N R14W; thence Southerly to the East 1/4 corner of Section 26 T89N R14W; thence Southwesterly to the Southeast corner of Viking Hills 2<sup>nd</sup> Addition; thence South to the SW corner of the SE 1/4 of the SE 1/4 of Section 26 T89N R14W; thence Easterly on the South line of said section 26 to a point 630 feet West of the Southeast corner of said Section 26; thence Southerly parallel with the east line of Section 35 T89N R14W a distance of 700 feet; thence Easterly parallel with the North line of said Section 35 a distance of 310 feet; thence Southerly to a point 350 feet South and 310 feet West of the Southwest corner of the Industrial Park Plat; thence Easterly to the West line of Section 36; thence Southerly to the West 1/4 corner of said Section 36; thence Easterly to the point of beginning. Except, the creek running along the west boundary and all lands lying west of said creek.

and

**Expanded Industrial Park Urban Renewal Area**  
**Amendment No. 1 (1995)**

All of Sections 35 and 36, Township 89 North, Range 14 West of the Fifth P.M. and that part of Sections 2 and 3, Township 88 North, Range 14 West of the Fifth P.M. lying North of U.S. Highway No. 20.

And also that part of the West 2 of Section 25, Township 89 North, Range 14 West of the Fifth P.M. lying West of Iowa Highway No. 58.

And also that part of the East 2 of the southeast 1/4 of Section 26, Township 89 North, Range 14 West of the Fifth P.M. described as beginning at the East 1/4 corner of said Section 26; thence Southwest to the Southeast corner of Viking Hills 2<sup>nd</sup> Addition; thence South to the Southwest corner of the Southeast 1/4 of the Southeast 1/4 of said Section 26; thence East to the Southeast corner of said Section 26; thence North to the point of beginning.

Except that portion described as follows:

Beginning at the intersection of the West right-of-way line of the proposed Relocated Highway #58 and the east-west centerline of Section 36 Township 89 North Range 14 West of the 5<sup>th</sup> Principal Meridian, Cedar Falls, Iowa. Thence Northerly along said West right-of-way line to the South line of Eldorado Heights 3<sup>rd</sup> Addition to said City of Cedar Falls; thence Westerly along said South line extended to the West line of Section 25 T89N R14W; thence Southerly to the East 1/4 corner of Section 26 T89N R14W; thence Southwesterly to the Southeast corner of Viking Hills 2<sup>nd</sup> Addition; thence South to the SW corner of the SE 1/4 of the SE 1/4 of Section 26 T89N R14W; thence Easterly on the South line of said Section 26 to a point 630 feet West of the Southeast corner of said Section 26;

thence Southerly parallel with the east line of Section 35 T89N R14W a distance of 700 feet; thence Easterly parallel with the North line of said Section 35 a distance of 310 feet; thence Southerly to a point 350 feet South and 310 feet West of the Southwest corner of the Industrial Park Plat; thence Easterly to the West line of Section 36; thence Southerly to the West 1/4 corner of said Section 36; thence Easterly to the point of beginning. Except, the creek running along the west boundary and all lands lying west of said creek.

and

**Industrial Park Urban Renewal Area**  
**Amendment No. 2 (2003)**

The Northeast Quarter (NE1/4) and the North One-half (N1/2) of the North One-half (N1/2) of the Southeast Quarter (SE1/4) of Section Thirty-four (34), Township Eighty-nine (89) North, Range Fourteen (14) West of the 5th P.M., Black Hawk County, Iowa, except the following described parcels:

Parcel 1: The East Eight Hundred Forty-three (843) feet of the West One Thousand Eighty-three (1,083) feet of the North Five Hundred Fifty (550) feet of the Northeast Quarter (NE1/4) of Section Thirty-four (34), Township Eighty-nine (89) North, Range Fourteen (14) West of the 5th P.M., Black Hawk County, Iowa;

Parcel 2: The West Two Hundred Forty (240) feet of the North Five Hundred Fifty (550) feet of the Northeast Quarter (NE1/4) of Section Thirty-four (34), Township Eighty-nine (89) North, Range Fourteen (14) West of the 5th P.M. Black Hawk County, Iowa; and

Parcel 3: Commencing at the Northeast corner of the said Section 34; thence South 00 degrees 39 minutes 19 seconds East, on the East line of the Northeast Quarter of Section 34, 70.00 feet, to the point of beginning; thence continuing South 00 degrees 39 minutes 19 seconds East on the East line of the Northeast Quarter of said Section 34, 1,888.00 feet; thence South 89 degrees 19 minutes 13 seconds West, 85.00 feet; thence North 00 degrees 39 minutes 19 seconds West, 1,888.00 feet, to the present South right-of-way line of Viking Road; thence North 89 degrees 19 minutes 13 seconds East, on the present South right-of-way line of Viking Road, 85.00 feet, to the point of beginning. The East line of the Northeast Quarter of said Section 34 is assumed to bear South 00 degrees 39 minutes 19 seconds East for the purpose of this description, and

A parcel of land located in the Northeast 1/4 of the Northeast 1/4 and the Southeast 1/4 of the Northeast 1/4 of Section 34, Township 89 North, Range 14 West of the Fifth Principal Meridian, Black Hawk County, Iowa, more particularly described as follows:

Commencing at the Northeast corner of said Section 34; thence South 00°39=19@ East on the East line of the Northeast 1/4 of said Section 34 a distance of 70.00 feet to the point of beginning of the parcel herein described; thence continuing South 00°39=19@ East on the East line of the Northeast 1/4 of said Section 34 a distance of 1,888.00 feet; thence South 89°19=13@ West a distance of 85.00 feet; thence North 00°39=19@ West a distance of 1,888.00 feet to the present South right-of-way line of Viking Road; thence North 89°19=13@ East on the present South right-of-way line of Viking Road a distance of 85.00 feet to the point of beginning; containing 3.68 acres.

Basis of Bearings: The East line of the Northeast 1/4 of said Section 34 is assumed to bear South 00°39=19@ East for the purpose of this description.

A parcel of land located in the Northeast 1/4 of the Northeast 1/4 of Section 34, Township 89 North, Range 14 West of the Fifth Principal Meridian, Black Hawk County, Iowa, more particularly described as follows:

Beginning at the Northeast corner of said Section 34; thence South 00°39=19@ East on the East line of the Northeast 1/4 of said Section 34 a distance of 70.00 feet; thence South 89°19=13@ West a distance of 85.00 feet; thence North 80°54=49@ West a distance of 218.13 feet to the present South right-of-way line of Viking Road; thence North 00°40=47@ West a distance of 33.00 feet to the North line of the Northeast 1/4 of said Section 34; thence North 89°19=13@ East on the North line of the Northeast 1/4 of said Section 34 a distance of 300.00 feet to the point of beginning; containing 0.39 acre, of which 0.23 acre is within existing road right-of-way.

Basis of Bearings: The East line of the Northeast 1/4 of said Section 34 is assumed to bear South 00°39=19@ East for the purpose of this description.

and

**Northern Cedar Falls Industrial Park Urban Renewal Area - 2009**

That part of Section 6 and Section 7, Township 89 North, Range 13 West and that part of Section 31, Township 90 North, Range 13 West of the Fifth P.M. in the City of Cedar Falls, Black Hawk County, Iowa described as beginning at the Northeast corner of the Southeast Quarter of said Section 31; thence Southerly along the East line of said Southeast Quarter to the Southeast corner of said Southeast Quarter; thence continue Southerly along the East line of said Section 6 to the Southeast corner of said Section 6; thence continue Southerly along the East line of said Section 7 to the South Right-of-way line of Lincoln Street; thence Westerly along said South Right-of-way line to the Easterly Right-of-way line of U.S. Highway 218; thence Northerly along said Easterly Right-of-way line to the Easterly Right-of-way line of U.S. Highway 218; thence Northerly along



said Easterly Right-of-way line to the North line of the Southeast Quarter of said Section 31; Thence Easterly along said North line to the point of beginning.

and

**Amendment No. 1 to the Cedar Falls**  
**Unified Highway 58 Corridor Urban Renewal Area**

South of the present North Right-of-way line U.S. Highway 20, described as follows:

All that part of the Northwest fractional 1/4 and the Northeast fractional 1/4 of Section 3, Township 88 North, Range 14 West of the 5th Principal Meridian lying South of the present North Right-of-way line of US Highway 20 and all that part of the Northwest fractional 1/4 and the Northeast fractional 1/4 of Section 2, Township 88 North, Range 14 West of the 5th Principal Meridian lying south of the present North Right-of-way line of US Highway 20, all in the City of Cedar Falls, County of Black Hawk, State of Iowa.

And also,

North of the centerline of Viking Road, described as follows:

A parcel of land situated in part of the Southeast 1/4 of Section 25, Township 89 North, Range 14 West of the 5th Principal Meridian, City of Cedar Falls, County of Black Hawk, State of Iowa, described as follows:

Beginning at the Southeast corner of said Section 25; Thence Northerly on the East line of said Section 25, to the present North Right-of-way line of East Viking Road; Thence Westerly on the present North Right-of-way line of East Viking Road to the East line of GENCOM Addition, an official plat in the City of Cedar Falls, Iowa; Thence Southerly on said East line and the Southerly prolongation of said East line to the South line of said Section 25; Thence Easterly on said South line to the point of beginning.

And also,

North of the centerline of Viking Road, described as follows:

A parcel of land situated in part of the Southwest 1/4 of the Southeast 1/4 of Section 26, Township 89 North, Range 14 West of the 5<sup>th</sup> Principal Meridian, City of Cedar Falls, County of Black Hawk, State of Iowa, described as follows:

Beginning at the Southeast corner of the Southwest 1/4 of the Southeast 1/4 of said Section 26; Thence Northerly on the East line of the Southwest 1/4 of the Southeast 1/4 of said Section 26 to the present North Right-of-way line of West Viking Road; Thence Westerly on the present North Right-of-way line of West Viking Road to the present East Right-of-way line of Hudson Road; Thence South

on a line that is normal to the South line of said Section 26, Township 89 North, Range 14 West of the 5th P.M., to the South line of said Section 26; Thence Easterly on said South line to the point of Beginning.

And also,

Northeast 1/4 of Section 26, Township 89 North, Range 14 West of the 5th P.M., described as follows:

A parcel of land situated in part of the Northeast 1/4 of Section 26, Township 89 North, Range 14 West of the 5th P.M., City of Cedar Falls, County of Black Hawk, State of Iowa, described as follows:

Beginning at the Southeast Corner of the Northeast 1/4 of said Section 26, Thence Westerly on the South line of the Northeast 1/4 of said Section 26, a distance of 270.00 feet; Thence northerly to the Southeast corner of Greenhill Village Fourth Addition, an official plat in the City of Cedar Falls, Iowa; Thence Northeasterly on the Easterly line of said Greenhill Village Fourth Addition to the Southeasterly corner of Greenhill Village Sixth Addition, an official plat in the City of Cedar Falls, Iowa; Thence Northeasterly on the Easterly line of said Greenhill Village Sixth Addition to the East line of the Northeast 1/4 of said Section 26; Thence Southerly on said East line to the point of beginning.

And also,

From Viking Road to the North line of Sections 25 Township 89 North, Range 14 West of the 5th P.M. (Greenhill Road), described as follows:

A parcel of land situated in part of Section 25, Township 89 North, Range 14 West of the 5th Principal Meridian, City of Cedar Falls, County of Black Hawk, State of Iowa, described as follows:

Commencing at the Southeast corner of said Section 25; Thence westerly on the South line of said Section 25, a distance of 1878.5 feet to the point of beginning of the parcel of land herein described; Thence Northerly on a line that is normal to the South line of said Section 25, to the present North Right-of-way line of East Viking Road; Thence Westerly on the present North Right-of-way line of East Viking Road to the Southwest corner of Blain's Corner, an official plat in the City of Cedar Falls, Iowa (the Southwest of Blain's Corner is on the present North Right-of-way line of East Viking Road); Thence Northerly and Northwesterly and Northerly on the West line of said Blain's Corner to the Northwest corner of said Blain's Corner; Thence Westerly on the Westerly prolongation of the North line of said Blain's Corner and the North line of Cedar Falls Industrial Park Phase III, an official plat in the City of Cedar Falls, Iowa, to the present Easterly Right-of-way line of Iowa Highway 58; Thence Northwesterly and Northerly and Northeasterly on the present Easterly Right-of-way line of Iowa Highway 58, to

the present South Right-of-way line of Greenhill Road; Thence Easterly on the present South Right-of-way line of Greenhill Road to the Northwesterly Right-of-way line of the former Chicago, Great Western Railway Company property; Thence Northeasterly on said Northwesterly Right-of-way line to the North line of the Northwest 1/4 of said Section 25, Township 89 North, Range 14 West of the 5th P.M.; Thence Westerly on said North line to the present Westerly Right-of-way line of Iowa Highway 58; Thence Southerly and Southeasterly and Southerly on the present Westerly Right-of-way line of Iowa Highway 58 to the South line of said Section 25; thence Easterly on the South line of said Section 25 to the point of beginning.

And also,

From the North line of Section 25, Township 89 North, Range 14 West of the 5th P.M. (Greenhill Road) to the North line of Section 24, Township 89 North, Range 14 West of the 5th P.M. (University Avenue), described as follows:

Beginning at the intersection of the Northwesterly Right-of-way line of the former Chicago, Great Western Railway Company property and the North line of the Northwest 1/4 of Section 25, Township 89 North, Range 14 West of the 5th P.M.; Thence Westerly on said North line to the Northeast corner of Section 26, Township 89 North, Range 14 West of the 5th P.M.; Thence Westerly on the North line of the Northeast 1/4 of said Section 26 to the Southerly prolongation of the West line of the East 40 acres of the East 1/2 of the Southeast 1/4 of Section 23, Township 89 North, Range 14 West of the 5th P.M.; Thence Northerly on said West line to the present North Right-of-way line of Greenhill Road; Thence Easterly on the present North Right-of-way line of Greenhill Road to the present Westerly Right-of-way line of Iowa Highway 58; Thence Northeasterly on the present Westerly Right-of-way line of Iowa Highway 58 to the North line of the Northeast 1/4 of Section 24, Township 89 North, Range 14 West of the 5th P.M.; Thence Easterly on said North line to the present Easterly Right-of-way line of Iowa Highway 58; Thence Southwesterly on the present Easterly Right-of-way line of Iowa Highway 58 to the present North Right-of-way line of Greenhill Road; Thence Easterly on the present North Right-of-way line of Greenhill Road to the Northwesterly Right-of-way line of the former Chicago, Great Western Railway Company property; Thence Southwesterly on the Northwesterly Right-of-way line of the former Chicago, Great Western Railway Company property to the point of beginning; all in the City of Cedar Falls, County of Black Hawk, State of Iowa.

And also,

From the North line of Section 24, Township 89 North, Range 14 West of the 5th P.M. (University Avenue) to the Southwesterly Right-of-way line of the Iowa Northern Railway, described as follows:

Beginning at the intersection of the North line of the Northeast 1/4 of Section 24, Township 89 North, Range 14 West of the 5th P.M. and the Southerly prolongation of a line that is 100.00 feet West of and parallel with the West line of Lot 45 in Fairvalley Addition, an official plat in the City of Cedar Falls, Iowa; Thence Northerly on the Southerly prolongation of said parallel line and said parallel line to the present North Right-of-way line of University Avenue; Thence Easterly on the North Right-of-way line of University Avenue to the present Westerly Right-of-way line of Iowa Highway 58; Thence Northerly on the Westerly Right-of-way line of Iowa Highway 58 to the present South Right-of-way line of East Seerley Boulevard; Thence Westerly on the present South Right-of-way line of East Seerley Boulevard to the Northerly prolongation of the West line of Lot 46 in said Fairvalley Addition; Thence Northerly on the Northerly prolongation of the West line of Lot 46 in said Fairvalley Addition to the present North Right-of-way line of East Seerley Boulevard; Thence Westerly on the present North Right-of-way line of East Seerley Boulevard to the present East Right-of-way line of Main Street; Thence Northerly on the present East Right-of-way line of Main Street to the present South Right-of-way line of East 22nd Street; Thence Easterly on the present South Right-of-way line of East 22nd Street and its Easterly prolongation to the present Westerly Right-of-way line of Iowa Highway 58; Thence Northerly on the present Westerly Right-of-way line of Iowa Highway 58 to the East line of Taylor 2nd Addition, an official plat in the City of Cedar Falls, Iowa; Thence Northerly on said East line to the South line of Block 16 in said Taylor 2nd Addition; Thence Westerly on said South line to the East line of the West 1/2 of said Block 16; Thence Northerly on said East line to the present South Right-of-way line of East 17th Street; Thence Westerly on the present South Right-of-way line of East 17th Street to the present East Right-of-way line of State Street; Thence Northerly on the present East Right-of-way line of State Street to the present South Right-of-way line of East 15th Street; Thence Easterly on the present South Right-of-way line of East 15th Street to the present East Right-of-way line of Bluff Street; Thence Northerly on the present East Right-of-way line of Bluff Street to the present South Right-of-way line of East 14th Court; Thence Easterly on the present South Right-of-way line of East 14th Court to the West line of Behrens' Addition, an official plat in the City of Cedar Falls, Iowa; Thence Southerly on said West line to the South line of said Behrens' Addition; Thence Easterly on the South line of said Behrens' Addition, 34.50 feet to the Southwesterly corner of the parcel of land described in City Lot Deed Book 619, Page 476 and recorded in the Black Hawk County Recorder's Office; Thence Northeasterly on the Northwesterly line of the parcel of land described in City Lot Deed Book 619, Page 476 and recorded in the Black Hawk County Recorder's Office and its Northeasterly prolongation to the present Northeasterly Right-of-way line of Waterloo Road; Thence Northwesterly on the present Northeasterly Right-of-way line of Waterloo Road to the present Southeasterly Right-of-way line of Utility Parkway; Thence Northeasterly on the present Southeasterly Right-of-way line of Utility Parkway to the point of intersection of the present Southeasterly Right-of-way line of Utility Parkway and the Southerly prolongation of the West line of Lot 6 of Block 6 in T. Mullarky's Addition (part

vacated), an official plat in the City of Cedar Falls, Iowa; Thence Northerly on the Southerly prolongation of the West line of said Lot 6 to the Southwesterly corner of said Lot 6; Thence Easterly on the South line of said Lot 6 to the Easterly Right-of-way line of the Wisconsin Iowa and Nebraska Railroad Company (later the Chicago, Great Western Railway Company now the Northwestern Transportation Company); Thence Northerly on the Easterly Right-of-way line of the former Wisconsin Iowa and Nebraska Railroad Company (later the Chicago, Great Western Railway Company now the former Northwestern Transportation Company) to the present South Right-of-way line of East 9th Street; Thence Easterly on the present South Right-of-way line of East 9th Street to the present Southwesterly Right-of-way line of the Iowa Northern Railway Company's property; Thence Southeasterly on the present Southwesterly Right-of-way line of the Iowa Northern Railway Company's property to the present Southeasterly Right-of-way line of Iowa Highway 58; Thence Southwesterly on the present Southeasterly Right-of-way line of Iowa Highway 58 to the present North Right-of-way line of Grand Boulevard; Thence Westerly on the present North Right-of-way line of Grand Boulevard to the Northerly prolongation of the present West Right-of-way line of East Street; Thence Southerly on the Northerly prolongation of the present West Right-of-way line of East Street and the West Right-of-way line of East Street to the Southeasterly Right-of-way line of Iowa Highway 58; Thence Southwesterly on the present Southeasterly Right-of-way line of Iowa Highway 58 to the present Northeasterly Right-of-way line of Waterloo Road; Thence continuing Southwesterly on the present Southeasterly Right-of-way line of Iowa Highway 58 to the North line of Lot 534 in Pacific Addition, an official plat in the City of Cedar Falls, Iowa; Thence Westerly on said North line to a point that is 85.00 feet Easterly of the Northwest corner of said Lot 534; Thence Southerly to a point that is on the North line of Lot 2 in Block 2 of Bixby's Subdivision, an official plat in the City of Cedar Falls, Iowa, and 85.53 feet (85.00 feet record) Easterly of the Northwest corner of said Lot 2; Thence Easterly on the North line of Lots 2 and 1 in said Block 2 of Bixby's Subdivision to the present Southwesterly Right-of-way line of Waterloo Road; Thence Southeasterly on the present Southwesterly Right-of-way line of Waterloo Road to the present West Right-of-way line of East Street; Thence Southerly on the present West Right-of-way line of East Street to the present Northerly Right-of-way line of 18th Street; Thence continuing Southerly on the present West Right-of-way line of East Street to the present South Right-of-way line of East 19th Street; Thence Westerly on the present South Right-of-way line of East 19th Street to a line that is 12.50 feet West of and parallel with the East line of Lots 550, 551, 552 and 553 of said Pacific Addition; Thence Southerly on said parallel line to the South line of the North 58.00 feet of Lot 551 of said Pacific Addition; Thence Westerly on said South line to the East line of Lot 526 of said Pacific Addition; Thence Southerly on the East line of Lots 526 and 525 to the South line of said Pacific Addition, also being the North line of the Southeast 1/4 of Section 13, Township 89 North, Range 14 West of the 5th P.M.; Thence Westerly on the South line of said Pacific Addition and the North line of Southeast 1/4 of said Section 13 and the North line of Galloway Addition, an official plat in the City of

Cedar Falls, Iowa, to the present Easterly Right-of-way line of Iowa Highway 58; Thence Southerly on the Easterly Right-of-way line of Iowa Highway 58 to the Westerly line of Lot 4 of said Fairvalley Addition; Thence continuing Southerly on the present Easterly Right-of-way line of Iowa Highway 58, also being the Westerly line of Lot 4 of said Fairvalley Addition, to the present North Right-of-way line of Seerley Boulevard; Thence Southerly to the Northeast corner of Lot 41 of said Fairvalley Addition, being on the present South Right-of-way line of Seerley Boulevard; Thence Westerly, 44.45 feet on the present South Right-of-way line of Seerley Boulevard, also being the North line of Lot 41 of said Fairvalley Addition to the present Easterly Right-of-way line of Iowa Highway 58; Thence Southerly on the present Easterly Right-of-way line of Iowa Highway 58 to the North line of the Northeast 1/4 of Section 24, Township 89 North, Range 14 West of the 5th P.M; Thence Westerly on said North line to the point of beginning; all in the City of Cedar Falls, County of Black Hawk, State of Iowa.

And also,

From the Iowa Northern Railway in Section 18, Township 89 North, Range 13 West of the 5th P.M. to Lincoln Street, described as follows:

Beginning at the intersection of the present Southwesterly Right-of-way line of the Iowa Northern Railway Company's property in the Northwest 1/4 of Section 18, Township 89 North, Range 13 West of the 5th P.M. and the present Northwesterly Right-of-way line of Iowa Highway 58; Thence Northeasterly and Northwesterly and Northeasterly on the present Northwesterly Right-of-way line of Iowa Highway 58 and the present Northwesterly Right-of-way line of U.S. Highway 218 to the present North Right-of-way line of Lincoln Street; Thence Easterly on the present North Right-of-way line of Lincoln Street to the Easterly Right-of-way line of U.S. Highway 218; Thence South on the present Right-of-way line of U.S. Highway 218 to the present South Right-of-way line of Lincoln Street, also being the Northwest corner of Maplewood Addition, an official plat in the City of Cedar Falls, Iowa; Thence Southerly on the West line of said Maplewood Addition and its Southerly prolongation to the South line of the Northwest 1/4 of the Northeast 1/4 of Section 7, Township 89 North, Range 13 West; Thence Easterly on said South line to the present Easterly Right-of-way line of U.S. Highway 218; Thence Southeasterly on the present Easterly Right-of-way line of U.S. Highway 218 to the present Easterly city limits of the City of Cedar Falls, Iowa; Thence Southerly on the present Easterly city limits of the City of Cedar Falls, Iowa, to the present South Right-of-way line of U.S. Highway 218; Thence Southwesterly on present South Right-of-way line of U.S. Highway 218 and the present Southeasterly Right-of-way line of Iowa Highway 58, also being the present Easterly city limits of the City of Cedar Falls, Iowa, to the center of the Cedar River; Thence Southwesterly on the present Southeasterly Right-of-way line of Iowa Highway 58 to the present Southwesterly Right-of-way line of the Iowa Northern Railway Company's property in the Northwest 1/4 of Section 18, Township 89 North, Range 13 West of the 5th P.M. Thence

Northwesterly on the present Southwesterly Right-of-way line of the Iowa Northern Railway Company's property in the Northwest 1/4 of Section 18, Township 89 North, Range 13 West of the 5th P.M. to the point of beginning, all in the City of Cedar Falls, County of Black Hawk, State of Iowa.

and

**Amendment No. 2 to the Cedar Falls  
Unified Highway 58 Corridor Urban Renewal Area**

No land was added or removed by Amendment No. 2 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area.

**Amendment No. 3 to the Cedar Falls  
Unified Highway 58 Corridor Urban Renewal Area**

No land was added or removed by Amendment No. 3 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area.

**Amendment No. 4 to the Cedar Falls  
Unified Highway 58 Corridor Urban Renewal Area**

**Land removed by Amendment No. 4:**

That part of Section 35, Township 89 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 Southerly right of way line of Viking Road, being the Point of Beginning;  
thence along said Southerly right of way to the Northwest corner of Parcel D described in Plat of Survey recorded in File 2018-00009903 in the Office of the Black Hawk County Recorder;  
thence along the Westerly line of said Parcel D South to the South line of the North 700 feet of said Section 35;  
thence along said Westerly line of said Parcel D and along said South line of the North 700 feet East to the West line of the East 320 feet of the Northwest Quarter of the Northwest Quarter of said Section 35;  
thence along the Westerly line of said Parcel D and along said West line of the East 320 feet of the Northwest Quarter of the Northwest Quarter South to the Northwest corner of Cedar Falls Industrial Park Phase 9;  
thence along the West line of said Cedar Falls Industrial Park Phase 9 South to the Northwest corner of Cedar Falls Industrial Park Phase 13;  
thence along the West line of said Cedar Falls Industrial Park Phase 13 South to the Northwest corner of Lot 4 in Cedar Falls Technology Park Phase 1;  
thence along the West line of said Lot 4 South to the Northerly right of way line of Technology Parkway;

thence along said Northerly right of way line Westerly to the West line of said Section 35;

thence along said West line North to the Point of Beginning;

and also,

That part of Section 36, Township 89 North, Range 14 West of the 5th Principal Meridian and that part of Section 2, Township 88 North, Range 14 West of the 5th Principal Meridian, described as follows:

Commencing at the Northeast corner of said Section 36;

thence along the East line of said Section 36 South to the Northerly right of way line of Viking Road, being the Point of Beginning;

thence along the East line of said Section 36 South to the Southeast corner of said Section 36;

thence along the South line of said Section 36 West to the Northeast corner of said Section 2;

thence along the East line of said Section 2 South to the Northerly right of way line of U.S. Highway 20;

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

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

thence Northerly to the Southwest corner of Parcel No. 1 as described in Land Deed Book 563 Page 674 in the Office of the Black Hawk County Recorder, point being on the Southerly right of way line of Ridgeway Avenue;

thence along the Westerly line of said Parcel No. 1 Northerly to the Southeast corner of Parcel No. 3 as described in in Land Deed Book 559 Page 446 in the Office of the Black Hawk County Recorder;

thence along the Easterly line of said Parcel No. 3 Northerly to the Southeasterly corner of Tract B as described in Land Deed Book 558 Page 715 in the Office of the Black Hawk County Recorder;

thence along the Easterly line of said Parcel B Northerly to the South line of Tract A as described in said Land Deed Book 558 Page 715;

thence along said South line East to the Southeast corner of said Tract A;

thence along the East line of said Tract A North to the Southeast corner of a parcel of land described in Land Deed Book 559 Page 532 in the Office of the Black Hawk County Recorder;

thence along the Easterly line of said parcel of land described in Land Deed Book 559 Page 532 Northerly to the Southwest corner of East Viking Plaza Addition;

thence along the Westerly line of said East Viking Plaza Addition Northerly to the Southwesterly corner of Tract B in said East Viking Plaza Addition;

thence along the Southeasterly line of said Tract B Northeasterly to the Northeasterly corner of said Tract B, being on the Southerly right of way line of Viking Road;



thence along said Southerly right of way line Easterly to the Point of Beginning;

and also,

South of the present North right-of-way line U.S. Highway 20, described as follows:

All that part of the Northwest fractional  $\frac{1}{4}$  and the Northeast fractional  $\frac{1}{4}$  of Section 3, Township 88 North, Range 14 West of the 5th Principal Meridian lying South of the present North Right-of-way line of US Highway 20 and all that part of the Northwest fractional  $\frac{1}{4}$  and the Northeast fractional  $\frac{1}{4}$  of Section 2, Township 88 North, Range 14 West of the 5th Principal Meridian lying south of the present North Right-of-way line of US Highway 20, all in the City of Cedar Falls, County of Black Hawk, State of Iowa;

And also,

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;

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 Westerly 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.

**Land Added by Amendment No. 4:**

That part of the Viking Road right of way lying in the Southeast Quarter (SE ¼) of Section 25, Township 89 North, Range 14 West of the 5<sup>th</sup> Principal Meridian, described as follows:

Commencing at the Southeast corner of said Southeast Quarter;  
thence along the South line of said Southeast Quarter West to the Southeast corner of Tract A in GENCOM Addition, being the Point of Beginning;  
thence continuing along said South line West to a point being 1875.5 feet West of the Southeast corner of said Southeast Quarter;  
thence on a line that is normal to the South line of said Southeast Quarter Northerly to the Northerly right of way line of said Viking Road;  
thence along said Northerly right of way line Easterly to the Southeast corner of Lot 4 in said GENCOM Addition;  
thence along the East line of said GENCOM Addition Southerly to the Point of Beginning;

and also,

That part of the Viking Road right of way lying in the South Half (S 1/2) of Section 26, Township 89 North, Range 14 West of the 5<sup>th</sup> Principal Meridian, described as follows:

Beginning at the Southwest corner of said Section 26;  
thence along the West line of said Section 26 North to the Northerly right of way line of said Viking Road;  
thence along said Northerly right of way line Easterly to Easterly right of way line of Hudson Road;  
thence South on a line that is normal to the South line of said Section 26 to the South line of said Section 26;  
thence along said South line West to the Point of Beginning;

and also,

That part of Viking Road right of way lying in the South Half (S ½) of Sections 27, Township 89 North, Range 14 West of the 5th Principal Meridian, described as follows:

Beginning at the Southeast corner of said Section 27;  
thence along the East line of said Section 27 North to the Northerly right of way line of said Viking Road;  
thence along said Northerly right of line Westerly to the West line of the Southeast quarter of the Southeast quarter of said Section 27;  
thence Southerly along said West line a distance of forty two (42) feet, as recorded in Document 2005-17138 in the Office of the Black Hawk County Recorder, to the South right of way line of said Viking Road;  
thence Westerly along said right of way to the West line of the corporate limits of Cedar Falls, Iowa;  
thence South along said corporate limits to the South line of said Section 27;  
thence Easterly along said South line to the Point of Beginning.

WHEREAS, City staff has caused there to be prepared a form of Amendment No. 5 to the Plan ("Amendment No. 5" or "Amendment"), a copy of which has been placed on file for public inspection in the office of the City Clerk and which is incorporated herein by reference, the purpose of which is to add property and to update and modify the status and budget figures of certain previously identified projects within the Unified Urban Renewal Area; and

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

WHEREAS, this proposed Amendment No. 5 adds land to the Unified Urban Renewal Area, as follows:

Viking Road ROW (North side):

The South thirty-three (33) feet of Section twenty-seven (27), Township eighty-nine (89) North, Range fourteen (14) West, except that part of Viking Road right of way contained within the city limits of Cedar Falls lying in the Southeast Quarter (SE1/4) of said Section twenty-seven (27);

And also,

S Union Road ROW (West side):

The East thirty-three (33) feet of the North three-quarters (3/4) of Section thirty-three (33), Township eighty-nine (89) North, Range fourteen (14) West, and the South thirty-three (33) feet of the East thirty-three (33) feet of Section twenty-eight (28), Township eighty-nine (89) North, Range fourteen (14) West, except the South thirty-three (33) feet of the East three hundred and twenty-eight and ninety-two hundredths (328.92) feet;

And also,

The Northwest Quarter (NW1/4) of Section thirty-four (34), Township eighty-nine (89) North, Range fourteen (14) West;

And also,

The Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) of Section thirty-four (34), Township eighty-nine (89) North, Range fourteen (14) West, except West Viking Road Industrial Park Phases 1 & 2;

And also,

The North one-half (N1/2) of the Southwest Quarter (SW1/4) of Section thirty-four (34), Township eighty-nine (89) North, Range fourteen (14) West.

WHEREAS, the land proposed to be added to the Unified Urban Renewal Area by Amendment No. 5 includes land classified as agricultural land and written permission of the current owners will be obtained; and

WHEREAS, the Iowa statutes require the City Council to notify all affected taxing entities of the consideration being given to the proposed Amendment No. 5 and to hold a consultation with such taxing entities with respect thereto, and further provides that the designated representative of each affected taxing entity may attend the consultation and make written recommendations for modifications to the proposed division of revenue included as a part thereof, to which the City shall submit written responses as provided in Section 403.5, as amended; and

WHEREAS, the Iowa statutes further require the City Council to hold a public hearing on the proposed Amendment No. 5 subsequent to notice thereof by publication in a newspaper having general circulation within the City, which notice shall describe the time, date, place and purpose of the hearing, shall generally identify the urban renewal area covered by the Amendment and shall outline the general scope of the urban renewal project under consideration, with a copy of the notice also being mailed to each affected taxing entity.

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

Section 1. That the consultation on the proposed Amendment No. 5 required by Section 403.5(2) of the Code of Iowa, as amended, shall be held on November 27, 2018, in the North Conference Room, City Hall, 220 Clay Street, Cedar Falls, Iowa, at 11:00 A.M., and the Planner II is hereby appointed to serve as the designated representative of the City for purposes of conducting the consultation, receiving any recommendations that may be made with respect thereto and responding to the same in accordance with Section 403.5(2).

Section 2. That the City Clerk is authorized and directed to cause a notice of such consultation to be sent by regular mail to all affected taxing entities, as defined in Section

403.17(1), along with a copy of this Resolution and the proposed Amendment No. 5, the notice to be in substantially the following form:

NOTICE OF A CONSULTATION TO BE HELD BETWEEN  
THE CITY OF CEDAR FALLS, STATE OF IOWA AND ALL  
AFFECTED TAXING ENTITIES CONCERNING THE  
PROPOSED AMENDMENT NO. 5 TO THE CEDAR FALLS  
UNIFIED HIGHWAY 58 CORRIDOR URBAN RENEWAL  
PLAN FOR THE CITY OF CEDAR FALLS, STATE OF IOWA

The City of Cedar Falls, State of Iowa will hold a consultation with all affected taxing entities, as defined in Section 403.17(1) of the Code of Iowa, as amended, commencing at 11:00 A.M. on November 27, 2018, in the North Conference Room, City Hall, 220 Clay Street, Cedar Falls, Iowa concerning a proposed Amendment No. 5 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan, a copy of which is attached hereto.

Each affected taxing entity may appoint a representative to attend the consultation. The consultation may include a discussion of the estimated growth in valuation of taxable property included in the Urban Renewal Area, the fiscal impact of the division of revenue on the affected taxing entities, the estimated impact on the provision of services by each of the affected taxing entities in the Urban Renewal Area, and the duration of any bond issuance included in the Amendment.

The designated representative of any affected taxing entity may make written recommendations for modifications to the proposed division of revenue no later than seven days following the date of the consultation. The Planner II as the designated representative of the City of Cedar Falls, State of Iowa, shall submit a written response to the affected taxing entity, no later than seven days prior to the public hearing on the proposed Amendment No. 5 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan, addressing any recommendations made by that entity for modification to the proposed division of revenue.

This notice is given by order of the City Council of the City of Cedar Falls, State of Iowa, as provided by Section 403.5 of the Code of Iowa, as amended.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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

(End of Notice)

Section 3. That a public hearing shall be held on the proposed Amendment No. 5 before the City Council at its meeting which commences at 7:00 P.M. on December 17, 2018, in the Council Chambers, City Hall, 220 Clay Street, Cedar Falls, Iowa.

Section 4. That the City Clerk is authorized and directed to publish notice of this public hearing in the Waterloo-Cedar Falls Courier, once on a date not less than four (4) nor more than twenty (20) days before the date of the public hearing, and to mail a copy of the notice by ordinary mail to each affected taxing entity, such notice in each case to be in substantially the following form:

(One publication required)

NOTICE OF PUBLIC HEARING TO CONSIDER APPROVAL  
OF A PROPOSED AMENDMENT NO. 5 TO THE CEDAR  
FALLS UNIFIED HIGHWAY 58 CORRIDOR URBAN  
RENEWAL PLAN FOR AN URBAN RENEWAL AREA IN THE  
CITY OF CEDAR FALLS, STATE OF IOWA

The City Council of the City of Cedar Falls, State of Iowa, will hold a public hearing before itself at its meeting which commences at 7:00 P.M. on December 17, 2018 in the Council Chambers, City Hall, 220 Clay Street, Cedar Falls, Iowa, to consider adoption of a proposed Amendment No. 5 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan (the "Amendment") concerning an Urban Renewal Area in the City of Cedar Falls, State of Iowa, which Amendment adds the following property to the Urban Renewal Area:

Viking Road ROW (North side):

The South thirty-three (33) feet of Section twenty-seven (27), Township eighty-nine (89) North, Range fourteen (14) West, except that part of Viking Road right of way contained within the city limits of Cedar Falls lying in the Southeast Quarter (SE1/4) of said Section twenty-seven (27);

And also,

S Union Road ROW (West side):

The East thirty-three (33) feet of the North three-quarters (3/4) of Section thirty-three (33), Township eighty-nine (89) North, Range fourteen (14) West, and the South thirty-three (33) feet of the East thirty-three (33) feet of Section twenty-eight (28), Township eighty-nine (89) North, Range fourteen (14) West, except the South thirty-three (33) feet of the East three hundred and twenty-eight and ninety-two hundredths (328.92) feet;

And also,

The Northwest Quarter (NW1/4) of Section thirty-four (34), Township eighty-nine (89) North, Range fourteen (14) West;

And also,

The Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) of Section thirty-four (34), Township eighty-nine (89) North, Range fourteen (14) West, except West Viking Road Industrial Park Phases 1 & 2;

And also,

The North one-half (N1/2) of the Southwest Quarter (SW1/4) of Section thirty-four (34), Township eighty-nine (89) North, Range fourteen (14) West.



A copy of the Amendment is on file for public inspection in the office of the City Clerk, City Hall, City of Cedar Falls, Iowa.

The City of Cedar Falls, State of Iowa is the local public agency which, if such Amendment is approved, shall undertake the urban renewal activities described in such Amendment.

The general scope of the urban renewal activities under consideration in the Amendment is to promote the growth and retention of qualified industries and businesses in the Urban Renewal Area through various public purpose and special financing activities outlined in the Amendment. To accomplish the objectives of the Amendment, and to encourage the further economic development of the Urban Renewal Area, the Amendment provides that such special financing activities may include, but not be limited to, the making of loans or grants of public funds to private entities under Chapter 15A of the Code of Iowa. The City also may reimburse or directly undertake the installation, construction and reconstruction of substantial public improvements, including, but not limited to, street, water, sanitary sewer, storm sewer or other public improvements. The Amendment provides that the City may issue bonds or use available funds for purposes allowed by the Plan, as amended, and that tax increment reimbursement of the costs of urban renewal projects may be sought if and to the extent incurred by the City. The Amendment initially proposes no new, specific public infrastructure or site improvements to be undertaken by the City, and provides that the Amendment may be amended from time to time.

The proposed Amendment No. 5 would add property and update and modify the status and budget figures of certain previously identified projects within the Urban Renewal Area. Other provisions of the Plan not affected by the Amendment would remain in full force and effect.

Any person or organization desiring to be heard shall be afforded an opportunity to be heard at such hearing.

This notice is given by order of the City Council of the City of Cedar Falls, State of Iowa, as provided by Section 403.5 of the Code of Iowa.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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City Clerk, City of Cedar Falls, State of Iowa

(End of Notice)

Section 5. That the proposed Amendment No. 5, attached hereto as Exhibit 1, for the Urban Renewal Area described therein is hereby officially declared to be the proposed Amendment No. 5 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan referred to in the notices for purposes of such consultation and hearing and that a copy of the Amendment shall be placed on file in the office of the City Clerk.

PASSED AND APPROVED this 19<sup>th</sup> day of November, 2018.

\_\_\_\_\_  
Mayor

ATTEST:

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

*Label the Amendment as Exhibit 1 (with all exhibits) and attach it to this Resolution.*

# Exhibit 1

## AMENDMENT NO. 5 TO THE CEDAR FALLS UNIFIED HIGHWAY 58 CORRIDOR URBAN RENEWAL PLAN

### CITY OF CEDAR FALLS, IOWA

Cedar Falls Industrial Park Urban Renewal Area (1990)  
Expanded Industrial Urban Renewal Area (1995) – Amendment #1  
Cedar Falls Industrial Park Urban Renewal Area (2003) – Amendment #2  
Northern Cedar Falls Industrial Park Urban Renewal Plan (2009)  
Amendment No. 1 to the Cedar Falls Unified Highway 58 Corridor  
Urban Renewal Area (2012)  
Amendment No. 2 to the Cedar Falls Unified Highway 58 Corridor  
Urban Renewal Area (2014)  
Amendment No. 3 to the Cedar Falls Unified Highway 58 Corridor  
Urban Renewal Area (2016)  
Amendment No. 4 to the Cedar Falls Unified Highway 58 Corridor  
Urban Renewal Area (2018)  
**Amendment No. 5 to the Cedar Falls Unified Highway 58 Corridor  
Urban Renewal Area (2018)**

**AMENDMENT NO. 5 TO THE  
CEDAR FALLS UNIFIED HIGHWAY 58 CORRIDOR URBAN RENEWAL PLAN**

**CITY OF CEDAR FALLS, IOWA**

**INTRODUCTION AND BACKGROUND**

In 1990, the City of Cedar Falls (“City”) established the Cedar Falls Industrial Park Urban Renewal Area with the adoption of an urban renewal plan for that area, approved by Resolution No. 8196. The urban renewal plan for the Cedar Falls Industrial Park Urban Renewal Area was amended two times, with the adoption of Amendment No. 1 to that area in 1995, approved by Resolution No. 10,224, and Amendment No. 2 to that area in 2003, approved by Resolution No. 13,862.

In 2009, the City established the North Cedar Falls Industrial Park Urban Renewal Area with the adoption of an urban renewal plan for that area, approved by Resolution No. 16,631.

In 2012, the City unified the Cedar Falls Industrial Park Urban Renewal Area and the North Cedar Falls Industrial Park Urban Renewal Area, creating the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area (the “Unified Area” or “Unified Urban Renewal Area”), with the adoption of Amendment No. 1 (“Amendment No. 1”) to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan (the “Plan” or “Urban Renewal Plan”), approved by Resolution No. 18,337. The Unified Urban Renewal Area has been amended three times since its unification, by Amendment No. 2 to the Urban Renewal Plan (“Amendment No. 2”), approved in 2014 by Resolution No. 19,263, by Amendment No. 3 to the Urban Renewal Plan (“Amendment No. 3”), approved in 2016 by Resolution No. 19,963, and by Amendment No. 4 to the Urban Renewal Plan (“Amendment No. 4”), approved in 2018 by Resolution No. 21,079.

This Unified Urban Renewal Area is being further amended by this Amendment No. 5 to the Urban Renewal Plan (“Amendment” or “Amendment No. 5”) to add property and to update and modify the status and budget figures of certain previously identified projects within the Urban Renewal Area.

Except as modified by this Amendment No. 5, the provisions of Urban Renewal Plan, as previously amended, are hereby ratified, confirmed, and approved and shall remain in full force and effect as provided herein. In case of any conflict or uncertainty, the terms of this Amendment shall control.

**DESCRIPTION OF THE URBAN RENEWAL AREA**

The property being added to the Unified Urban Renewal Area by this Amendment No. 5 includes an area of land located adjacent to the current boundaries of the Urban Renewal Area that is proposed to be developed with industrial uses.

A map of the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area, as amended, is in Exhibit A. The description of the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area, as amended, is in Exhibit B.

The City reserves the right to modify the boundaries of the Area by amendments to this Plan.

### **AGREEMENT TO INCLUDE AGRICULTURAL LAND**

Portions of the property being added to the Unified Urban Renewal Area by this Amendment No. 5 are defined as “agricultural land” by Iowa Code Section 403.17(3). In accordance with Iowa Code Section 403.17(10), the owners of such property have entered into agreement(s) permitting the City to include their real property defined as “agricultural land” in the Unified Urban Renewal Area. A copy of the signed agreement of each agricultural land owner is attached as Exhibit C. The original signed agreements will be on file at City Hall.

### **JOINT CITY/COUNTY AGREEMENT**

In accordance with Iowa Code Section 403.17(4), a City may exercise urban renewal powers with respect to property which is located outside but within two miles of the boundary of a City if the City obtains the consent of the County within which such property is located. A Joint Agreement has been executed by the City of Cedar Falls and Black Hawk County, which gives the City permission to add land that is outside the city limits to the Area through this Amendment No. 5. A copy of such Joint Agreement is attached hereto as Exhibit “D”. The original signed Joint Agreement is on file at City Hall.

### **AREA DESIGNATION**

With the adoption of this Amendment No. 5, the City continues to designate the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area as an economic development area that is appropriate for the promotion of industrial and/or commercial development (including but not limited to corporate office and technology projects).

### **DEVELOPMENT PLAN**

The City of Cedar Falls has a general plan for the physical development of the City, as a whole, designated as the “Cedar Falls Comprehensive Plan” adopted in May 2012. The Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan, as amended, and this Amendment No. 5, is in conformity with the Cedar Falls Comprehensive Plan. The urban renewal projects included in Amendment No. 5 also are consistent with the Cedar Falls Comprehensive Plan.

This Amendment No. 5 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan does not change or in any way replace the City’s current land use planning or zoning regulation process.

The need for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Unified Urban Renewal Area is set forth in this Urban Renewal Plan, as amended. As the Unified Area develops, the need for public infrastructure extensions and upgrades will be evaluated and planned for by the City.

**PROJECT AREA OBJECTIVES**

This Amendment makes no change to the Project Area Objectives for the Unified Urban Renewal Area as outlined in the Plan, as previously amended.

**TYPE OF RENEWAL ACTIVITIES**

This Amendment makes no change to the Types of Renewal Activities for the Unified Urban Renewal Area as outlined in the Plan, as previously amended.

**URBAN RENEWAL PROJECTS  
(AMENDMENT NO. 5)**

This Amendment No. 5 proposes no new urban renewal projects for the Unified Urban Renewal Area, but provides updates on the progress of the urban renewal projects identified in Amendments No. 1, 2, 3 and 4 to the Urban Renewal Plan as follows:

**AMENDMENT NO. 1 URBAN RENEWAL PROJECTS**

**COMPLETED AND/OR FULLY CERTIFIED URBAN RENEWAL PROJECTS:**

The following projects originally listed in Amendment No. 1 to the Urban Renewal Plan have been completed and/or their actual debt amounts fully certified by the City of Cedar Falls through 2017:

<b>Description</b>	<b>Rationale</b>	<b>Cost to be Reimbursed by Incremental Tax Revenues</b>
Construction of current or future public infrastructure within the Urban Renewal Plan Area to include new and reconstructed roadways, including but not limited to	Economic Development – promotion of commercial/industrial	\$1,483,869

roadways in Phase III and IV of West Viking Road Industrial Park.		
Infrastructure tied to the new or reconstructed roadways to include but not limited to water, sanitary sewer, storm sewer, gas, electric, rail and communications, including but not limited to infrastructure in Phases III and IV of West Viking Road Industrial Park.	Economic Development – promotion of commercial/industrial	\$2,000,000
Associated engineering, design and inspection costs for the future roadway and infrastructure projects, including but not limited to these costs incurred for Phases III and IV of West Viking Road Industrial Park.	Economic Development – promotion of commercial/industrial	\$750,000
Viking Road 4 Lane project to include the design and construction to increase Viking Road from two lanes to four lanes from Westminster Drive to Hudson Road.	Economic Development – promotion of commercial/industrial	\$2,000,000
Phase II construction for Leverage Road north to Lone Tree Road west to Highway 218 Interchange along with associated infrastructure improvements, design and inspection.	Economic Development – promotion of commercial/industrial	\$2,000,000
Cedar Falls Wastewater Treatment Facility Sanitary Sewer Disinfection Project	Economic Development – promotion of commercial/industrial	\$2,645,000
Target Corporation for 2115 Technology Parkway	Economic Development – promotion of commercial/industrial	\$164,122 <b>(Completed since Amendment No. 3)</b>
Cedar Falls Mayor’s Pedestrian Bridge Crossing at	Economic Development- promotion of commercial/industrial	\$3,000,000 <b>(Completed</b>

Greenhill Road and Highway 58		<i>since Amendment No. 4)</i>
	<b>TOTAL:</b>	<b>\$14,042,991</b>

**ONGOING URBAN RENEWAL PROJECTS:**

The following projects originally approved in Amendment No. 1 to the Urban Renewal Plan have not yet been completed and may occur over a period of 1-5 years or more:

Description	Rationale	Estimated cost to be Reimbursed by Incremental Tax Revenues
<b>1) Development and Tax Rebate Agreements:</b>		
Realty Income Properties 8, LLC for 1100 Technology Parkway	Economic Development-promotion of commercial/industrial	\$309,129
Development and Tax Rebate Agreements for future City Council approved agreements tied to increased taxable valuation and/or the creation/retention of jobs within the Urban Renewal Area.	Economic Development-promotion of commercial/industrial	\$3,500,000
<b>2) Land Acquisitions:</b>		
City land acquisitions to accommodate future economic development growth and job creation within the Urban Renewal Area.	Economic Development-promotion of commercial/industrial	\$7,500,000 <i>(Amendment No. 5 adds \$5,600,000 to account for the potential acquisition by the City of additional property being added to the Area by Amendment No. 5)</i>
<b>3) Legal Fees:</b>		



Legal, consulting, recording, publication, and other miscellaneous fees associated with economic development projects occurring within the Urban Renewal Area.	Economic Development-promotion of commercial/industrial	\$350,000
<b>4) City Identified Capital Improvement Projects:</b>		
GIS mapping hardware and software allocated to the Urban Renewal Plan Area along with consultant fees for the development of mapping and data collection for areas within the Urban Renewal Plan Area.	Economic Development-promotion of commercial/industrial	\$100,000
Northern Cedar Falls Industrial Park insurance and maintenance for operation of the existing rail spur and future additional rail.	Economic Development-promotion of commercial/industrial	\$250,000
Industrial Park Signage Program to include the installation of new signage in the Northern Cedar Falls Industrial Park, Wayfinding Signage, or other appropriate City signage within the Urban Renewal Area, along with ongoing maintenance, repair, or replacement of existing signage within the Urban Renewal Area. Provides for a cohesive theme for both Industrial Parks.	Economic Development-promotion of commercial/industrial	\$200,000
Sanitary sewer and other necessary infrastructure extensions for economic development growth along the Highway 20, Highway	Economic Development-promotion of commercial/industrial	\$4,500,000

58, Hudson Road and Ridgeway Avenue corridors within the Urban Renewal Area.		
Highway 58 and Viking Road Intersection Improvements to include the study, design, construction of an interchange at the intersection of Highway 58 and Viking Road.	Economic Development-promotion of commercial/industrial	\$11,250,000 <b>(Amendment No. 4 added \$1,250,000)</b>
Streetscape and public art installation and/or related in infrastructure to the installation that could include median, shoulder and roundabout improvements along Ridgeway Avenue, Hudson Road, Highway 58, Viking Road, or other areas within the Urban Renewal Area.	Economic Development-promotion of commercial/industrial	\$375,000
<b>5) Cedar Falls Utilities TIF Expenses:</b>		
Additional gas utility installations and relocations necessary to accommodate future economic development and growth within the Urban Renewal Area.	Economic Development-promotion of commercial/industrial	\$1,550,000 <b>(Amendment No. 5 adds \$550,000 to account for the potential gas utility extensions warranted by the additional property being added to the Area by Amendment No. 5)</b>
Additional water utility installations and relocations necessary to accommodate future economic development and growth within the Urban Renewal Area.	Economic Development-promotion of commercial /industrial	\$3,600,000 <b>(Amendment No. 5 adds \$2,100,000 to account for the potential water utility extensions warranted by the additional property being added)</b>

		<b>to the Area by Amendment No. 5)</b>
Additional communication utility installations and relocations necessary to accommodate future economic development and growth within the Urban Renewal Area.	Economic Development-promotion of commercial /industrial	\$2,800,000 <b>(Amendment No. 3 added \$100,000) (Amendment No. 5 adds \$100,000 to account for the potential communication utility extensions warranted by the additional property being added to the Area by Amendment No. 5)</b>
	<b>TOTAL for Ongoing Projects in Amendment No. 1:</b>	<b>\$36,284,129</b>

The previously approved projects originally identified in Amendment No. 1 had a total estimated cost to be reimbursed through incremental tax revenues of \$54,755,000 at the time Amendment No. 1 was adopted. The updated total of \$36,284,129 noted above has been adjusted to remove the costs of fully-certified projects and account for increases in estimated project costs that are identified in this Amendment No. 5.

**AMENDMENT NO. 2 URBAN RENEWAL PROJECTS**

**COMPLETED AND/OR FULLY CERTIFIED URBAN RENEWAL PROJECTS:**

The following projects originally listed in Amendment No. 2 to the Urban Renewal Plan have been completed and/or their actual debt amounts fully certified by the City of Cedar Falls through 2017:

<b>Description</b>	<b>Rationale</b>	<b>Cost to be Reimbursed by Incremental Tax Revenues</b>
<b>1) City Identified Improvement Projects</b>		
2015/2016 Pavement Management Program including but not limited to Asphalt Overlays of Commerce Drive from Chancellor Drive to end of	Economic Development – promotion of commercial/industrial	\$584,711

new section, Nordic Drive from West Viking Road to north approximately 1,400', and Savannah Park Road from Chancellor Drive to Nordic Drive		
<b>2) Cedar Falls Utilities TIF Expenses</b>		
Additional electrical production, distribution and transmission necessary to accommodate ongoing development and growth within the Urban Renewal Area. Includes balance of debt certification for Walter Scott #4 Generator and new future electrical debt by Cedar Falls Utilities.	Economic Development – promotion of commercial/industrial	\$10,000,000
2016-2018 Pavement Management Program for Full Panel Replacement and manholes within the Urban Renewal Area including but not limited to Nordic Drive South, Chancellor Drive, Enterprise Drive, Savannah Park Road, Performance Drive, Shawnee Road, Westminster Drive, Greenhill Road, Ridgeway Avenue East, Ridgeway Avenue West and Nordic Drive North.	Economic Development – promotion of commercial/ industrial	\$900,000
	<b>TOTAL:</b>	<b>\$11,484,711</b>

**ONGOING URBAN RENEWAL PROJECTS:**

The following projects originally approved in Amendment No. 2 to the Urban Renewal Plan have not yet been completed and may occur over a period of 1-5 years or more:

<b>Description</b>	<b>Rationale</b>	<b>Estimated cost to be Reimbursed by Incremental Tax</b>
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		<b>Revenues</b>
<b>1) City Identified Improvement Projects</b>		
Prairie Lakes Trail Connection project in the areas of Chancellor Drive, Commerce Drive, Technology Parkway and Ridgeway Avenue. Includes design, construction and related project expenses.	Economic Development – promotion of commercial/ industrial	\$200,000
Cedar Falls Zoning Ordinance Update and Revisions. To include professional services related to the revising, amending, and updating the City’s Zoning Ordinance within the Urban Renewal Plan Area.	Economic Development— promotion of commercial/industrial	\$50,000
<b>2) Personnel Costs and Other Administrative Expenses to Support Urban Renewal Projects and Planning</b>		
Staffing/Personnel related expenses including but not limited to salary and benefits incurred by Community Development Department and other City personnel tied to supporting economic development and urban renewal projects within the Urban Renewal Area. Plan Amendment preparation and administration included.	Economic Development – promotion of commercial/ industrial	\$600,000 <b>(Amendment No. 5 adds \$200,000)</b>
	<b>TOTAL for Ongoing Projects in Amendment No. 2:</b>	<b>\$850,000</b>

The previously approved projects originally identified in Amendment No. 2 had a total estimated cost to be reimbursed through incremental tax revenues of \$12,134,711 at the time Amendment No. 2 was adopted. The updated total of \$850,000 noted above has been adjusted to remove the costs of fully-certified projects and account for increases in estimated project costs that are identified in this Amendment No. 5.

**AMENDMENT NO. 3 URBAN RENEWAL PROJECTS**

**COMPLETED AND/OR FULLY CERTIFIED URBAN RENEWAL PROJECTS:**

The following projects originally listed in Amendment No. 3 to the Urban Renewal Plan have been completed and/or their actual debt amounts fully certified by the City of Cedar Falls through 2017:

Description	Rationale	Cost to be Reimbursed by Incremental Tax Revenues
<b>1) City Identified Improvement Projects</b>		
Dry Run Creek Sanitary Sewer Improvements including replacing 5,400' of sewer main ranging from 30" to 42" and rehabilitating 1,760' of 36" sewer main due to showing signs of failure. Only those portions of the improvements that fall within the Urban Renewal Area are eligible for reimbursement. It has been determined that 38% of the total project falls within the Urban Renewal Area.	Economic Development – promotion of commercial/industrial	\$4,500,000
2016-2018 Pavement Management Program including but not limited to Asphalt Overlays of Technology Parkway from Hudson Road to Chancellor Drive, Westminster Drive from Nordic Drive to west approximately 1,500' to curve, and other overlay projects within the Urban Renewal Area.	Economic Development – promotion of commercial/industrial	\$800,000
	<b>TOTAL:</b>	<b>\$5,300,000</b>

**ONGOING URBAN RENEWAL PROJECTS:**

The following projects originally approved in Amendment No. 3 to the Urban Renewal Plan have not yet been completed and may occur over a period of 1-5 years or more:

Description	Rationale	Estimated cost to be Reimbursed by Incremental Tax Revenues
<b>1) City Identified Improvement Projects</b>		
Construction of current or future public infrastructure within the Urban Renewal Area to include new and reconstructed roadways in the Urban Renewal Area.	Economic Development – promotion of commercial/ industrial	\$2,500,000
Infrastructure tied to the new or reconstructed roadways to include but not limited to water, sanitary sewer, storm sewer, gas, electric, rail and communications in the Urban Renewal Area.	Economic Development – promotion of commercial/ industrial	\$4,000,000 <i>(Amendment No. 5 adds \$2,000,000 to account for additional infrastructure needs to prepare for the development of the property being added to the Area by Amendment No. 5)</i>
Associated engineering, design and inspection costs incurred for the future roadway and infrastructure projects within the Urban Renewal Area.	Economic Development— promotion of commercial/industrial	\$1,000,000 <i>(Amendment No. 5 adds \$500,000 to account for additional infrastructure needs to prepare for the development of the property being added to the Area by Amendment No. 5)</i>
University Avenue/Highway 58 Interchange	Economic Development – promotion of	\$8,000,000

reconstruction within the Urban Renewal Area including but not limited to the reconstruction of the road, right-of-way, roundabouts, grading, storm sewer, sanitary sewer, street lights, water main, landscaping, design and construction related inspection.	commercial/industrial	
Roadway and related infrastructure improvements including design, inspection and other associated costs for the extension of Commerce Drive, Viking Road, and other road extension or reconstruction projects within the Urban Renewal Area.	Economic Development – promotion of commercial/industrial	\$750,000
<b>2) Cedar Falls Utilities TIF Projects</b>		
Additional electric utility installations and relocations necessary for development and growth within the Urban Renewal Area.	Economic Development – promotion of commercial/industrial	\$9,800,000 <i>(Amendment No. 5 adds \$7,000,000 to account for the potential electric utility extensions warranted by the additional property being added to the Area by Amendment No. 5)</i>
	<b>TOTAL for Ongoing Projects in Amendment No. 3:</b>	<b>\$26,050,000</b>

The previously approved projects originally identified in Amendment No. 3 had a total estimated cost to be reimbursed through incremental tax revenues of \$21,850,000 at the time Amendment No. 3 was adopted. The updated total of \$26,050,000 noted above has been adjusted to remove the costs of fully-certified projects and account for increases in estimated project costs that are identified in this Amendment No. 5.



## **FINANCIAL DATA**

Constitutional debt limit:	\$151,911,983
Current general obligation debt:	\$9,740,000

## **PROPOSED AMOUNT OF LOANS, ADVANCES, INDEBTEDNESS OR BONDS TO BE INCURRED**

A specific amount of actual debt to be incurred for the previously approved on-going projects (Amendments No. 1, 2, and 3) has not yet been determined. The City Council will consider each Project proposal on a case-by-case basis to determine if it is consistent with the Plan and in the public's best interest to participate in the Project. These Projects, if approved, will commence and be concluded over a number of years. In no event will debt be incurred that would exceed the City's debt capacity. It is further expected that such indebtedness, including interest on the same, will be financed in whole or in part with tax increment revenues from the Urban Renewal Area.

Subject to the foregoing, it is estimated that the future costs to be certified for reimbursement through tax increment revenues for those projects identified in this Amendment No. 5 as ongoing projects from Amendments No. 1, 2 and 3, as updated in Amendment No. 5, will not exceed in total \$63,184,129.

## **URBAN RENEWAL FINANCING**

The City intends to utilize various financing tools such as those described below to successfully undertake the proposed urban renewal actions. The City has the statutory authority to use a variety of tools to finance physical improvements within the Unified Area. These include:

A. Tax Increment Financing.

Under Section 403.19 of the Code of Iowa, urban renewal areas may utilize the tax increment financing mechanism to finance the costs of public improvements, economic development incentives, or other urban renewal projects. Upon creation of a tax increment district within the Unified Area, by ordinance, the assessment base is frozen and the amount of tax revenue available from taxes paid on the difference between the frozen base and the increased value, if any, is segregated into a separate fund for the use by the City to pay costs of the eligible urban renewal projects. Certain increased taxes generated by any new development, above the base value, are distributed to the taxing entities, if not requested by the City, and in any event upon the expiration of the tax increment district.

The City may also determine to use tax increment financing to provide incentives such as cash grants, loans, tax rebates, or other incentives to developers or private entities in connection with the urban renewal projects identified in this Plan. In addition, the City may determine to issue general obligation bonds, tax increment revenue bonds or such other obligations, or loan agreements for the purpose of making loans or grants of public funds to private businesses located in the Area for urban renewal projects. Alternatively, the City may determine to use available funds for making such loans or grants or other incentives related to urban renewal projects. In any event, the City may determine to use tax increment financing to reimburse the City for any obligations or advances.

B. General Obligation Bonds.

Under Division III of Chapter 384 and Chapter 403 of the Code of Iowa, the City has the authority to issue and sell general obligation bonds for specified essential and general corporate purposes, including the acquisition and construction of certain public improvements within the Unified Area and for other urban renewal projects or incentives for development consistent with this Plan. Such bonds are payable from the levy of unlimited ad valorem taxes on all the taxable property within the City of Cedar Falls. It may be, the City will elect to abate some or all of the debt service on these bonds with incremental taxes from this Unified Area.

Nothing herein shall be construed as a limitation on the power of the City to exercise any lawful power granted to the City under Chapter 15, Chapter 15A, Chapter 403, Chapter 427B, or any other provision of the Code of Iowa in furtherance of the objectives of this Urban Renewal Plan.

### **PROPERTY ACQUISITION/DISPOSITION**

The City may finance or assist with financing the cost of land acquisitions in the Unified Area. The City will follow applicable legal proceedings and procedures for the acquisition and disposition of property.

### **RELOCATION**

The City does not expect there to be any relocation required of residents or businesses as part of the proposed urban renewal projects; however, if any relocation is necessary, the City will follow all applicable relocation requirements.

## **STATE AND LOCAL REQUIREMENTS**

All provisions necessary to conform to state and local laws will be complied with by the City and/or the developer in implementing this Urban Renewal Plan and its supporting documents, objectives and renewal activities.

## **REPEALER AND SEVERABILITY**

Any parts of the Plan, as previously amended, in conflict with this Amendment are hereby repealed.

In the event one or more provisions contained in the Urban Renewal Plan, as amended, shall be held for any reason to be invalid, illegal, unauthorized or unenforceable in any respect, such invalidity, illegality, unauthorized or enforceability shall not affect any other provision of this Urban Renewal Plan, and this Urban Renewal Plan shall be construed and implemented as if such provisions had never been contained herein.

## **URBAN RENEWAL PLAN AMENDMENTS**

This Urban Renewal Plan may be amended from time to time for a number of reasons, including but not limited to, change in the area, addition of new or modification of existing urban renewal projects, deletion of completed urban renewal projects, modification to urban renewal project costs, to add or change land use controls and regulations, to modify goals or types of renewal activities, or to amend property acquisition and disposition provisions. The City Council may amend this Plan pursuant to appropriate procedures under Iowa Code Chapter 403.

## **EFFECTIVE PERIOD**

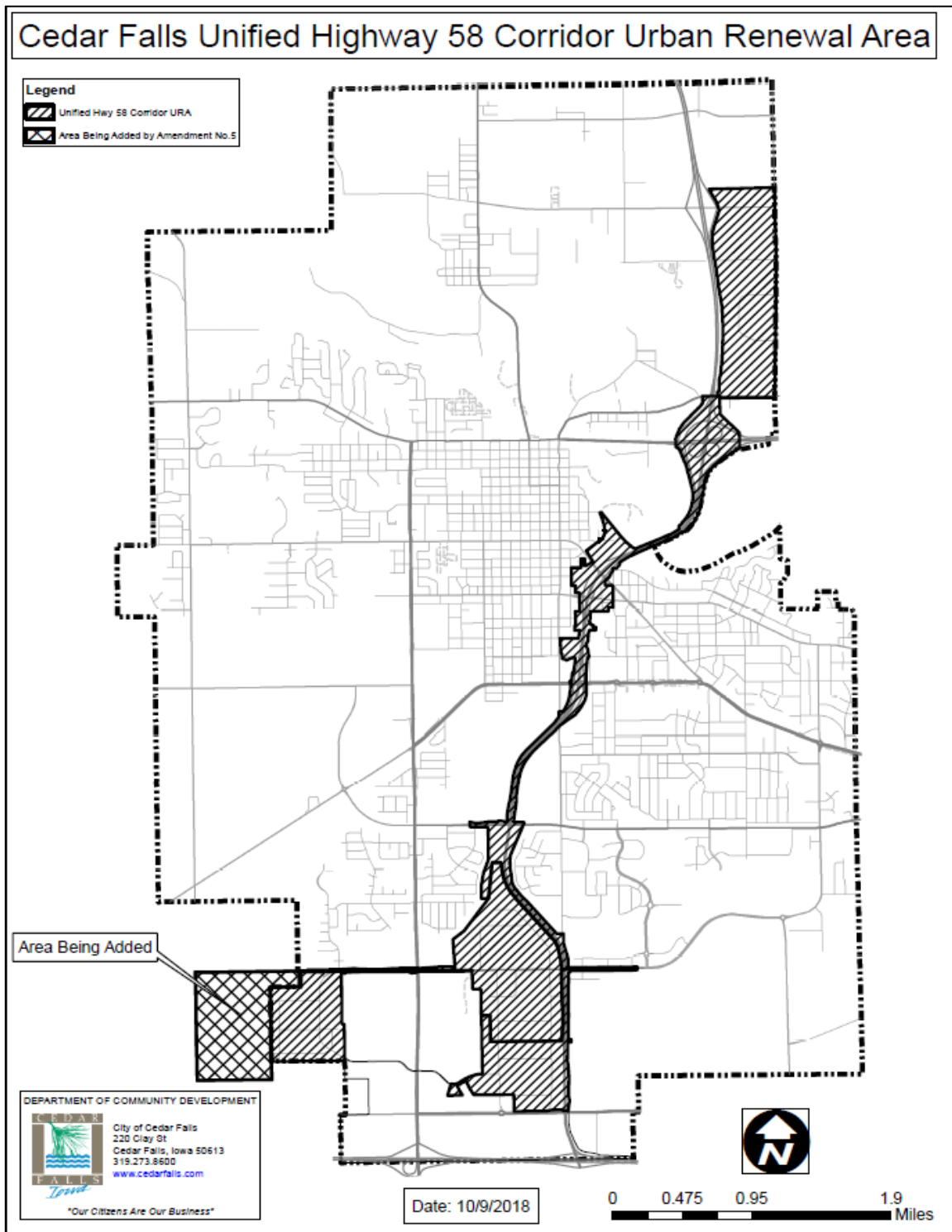
This Amendment No. 5 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan will become effective upon its adoption by the Cedar Falls City Council and will remain in effect until it is repealed by City Council. This Amendment No. 5 is making no changes to the effective dates or the duration of any division of revenue from any already existing subareas or amendment areas of the Unified Urban Renewal Area, as amended.

With respect to the property being added to the Unified Urban Renewal Area by this Amendment No. 5, which is also included in an ordinance which designates that property as a tax increment area, the use of incremental property tax revenues or the "division of revenue," as those words are used in Chapter 403 of the *Code of Iowa*, is limited to twenty (20) years beginning with the first calendar year following the calendar year in which the City first certifies to the County Auditor the amount of any loans, advances, indebtedness, or bonds which qualify for payment from the incremental property tax revenues attributable to that property within a TIF ordinance of the Unified Urban Renewal Area. The division of revenues shall continue on the Unified Urban Renewal Area for the maximum period allowed by law.

It is possible that separate TIF ordinances for separate parcel(s) may be adopted as development in the Area warrants. In that case, each separate TIF ordinance may have a separate base and separate sunset or expiration date.

At all times, the use of tax increment financing revenues (including the amount of loans, advances, indebtedness or bonds which qualify for payment from the division of revenue provided in Section 403.19 of the Code of Iowa) by the City for activities carried out in the Unified Urban Renewal Area shall be limited as deemed appropriate by the City Council and consistent with all applicable provisions of law.

**EXHIBIT A**  
**MAP OF THE UNIFIED URBAN RENEWAL AREA, AS AMENDED**



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**EXHIBIT B**  
**LEGAL DESCRIPTION OF THE UNIFIED URBAN RENEWAL AREA, AS AMENDED**

**Industrial Park Urban Renewal Area (1990)**

Beginning at the intersection of the West right-of-way line of the proposed Relocated Highway #58 and the east-west centerline of Section 36 Township 89 North Range 14 West of the 5<sup>th</sup> Principal Meridian, Cedar Falls, Iowa. Thence Northerly along said West right-of-way line to the South line of Eldorado Heights 3<sup>rd</sup> Addition to said City of Cedar Falls; thence Westerly along said South line extended to the West line of Section 25 T89N R14W; thence Southerly to the East 1/4 corner of Section 26 T89N R14W; thence Southwesterly to the Southeast corner of Viking Hills 2<sup>nd</sup> Addition; thence South to the SW corner of the SE 1/4 of the SE 1/4 of Section 26 T89N R14W; thence Easterly on the South line of said section 26 to a point 630 feet West of the Southeast corner of said Section 26; thence Southerly parallel with the east line of Section 35 T89N R14W a distance of 700 feet; thence Easterly parallel with the North line of said Section 35 a distance of 310 feet; thence Southerly to a point 350 feet South and 310 feet West of the Southwest corner of the Industrial Park Plat; thence Easterly to the West line of Section 36; thence Southerly to the West 1/4 corner of said Section 36; thence Easterly to the point of beginning. Except, the creek running along the west boundary and all lands lying west of said creek.

and

**Expanded Industrial Park Urban Renewal Area**  
**Amendment No. 1 (1995)**

All of Sections 35 and 36, Township 89 North, Range 14 West of the Fifth P.M. and that part of Sections 2 and 3, Township 88 North, Range 14 West of the Fifth P.M. lying North of U.S. Highway No. 20.

And also that part of the West 1/2 of Section 25, Township 89 North, Range 14 West of the Fifth P.M. lying West of Iowa Highway No. 58.

And also that part of the East 1/2 of the southeast 1/4 of Section 26, Township 89 North, Range 14 West of the Fifth P.M. described as beginning at the East 1/4 corner of said Section 26; thence Southwest to the Southeast corner of Viking Hills 2<sup>nd</sup> Addition; thence South to the Southwest corner of the Southeast 1/4 of the Southeast 1/4 of said Section 26; thence East to the Southeast corner of said Section 26; thence North to the point of beginning.

Except that portion described as follows:

Beginning at the intersection of the West right-of-way line of the proposed Relocated Highway #58 and the east-west centerline of Section 36 Township 89

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North Range 14 West of the 5<sup>th</sup> Principal Meridian, Cedar Falls, Iowa. Thence Northerly along said West right-of-way line to the South line of Eldorado Heights 3<sup>rd</sup> Addition to said City of Cedar Falls; thence Westerly along said South line extended to the West line of Section 25 T89N R14W; thence Southerly to the East 1/4 corner of Section 26 T89N R14W; thence Southwesterly to the Southeast corner of Viking Hills 2<sup>nd</sup> Addition; thence South to the SW corner of the SE 1/4 of the SE 1/4 of Section 26 T89N R14W; thence Easterly on the South line of said Section 26 to a point 630 feet West of the Southeast corner of said Section 26; thence Southerly parallel with the east line of Section 35 T89N R14W a distance of 700 feet; thence Easterly parallel with the North line of said Section 35 a distance of 310 feet; thence Southerly to a point 350 feet South and 310 feet West of the Southwest corner of the Industrial Park Plat; thence Easterly to the West line of Section 36; thence Southerly to the West 1/4 corner of said Section 36; thence Easterly to the point of beginning. Except, the creek running along the west boundary and all lands lying west of said creek.

and

**Industrial Park Urban Renewal Area**  
**Amendment No. 2 (2003)**

The Northeast Quarter (NE1/4) and the North One-half (N1/2) of the North One-half (N1/2) of the Southeast Quarter (SE1/4) of Section Thirty-four (34), Township Eighty-nine (89) North, Range Fourteen (14) West of the 5th P.M., Black Hawk County, Iowa, except the following described parcels:

Parcel 1: The East Eight Hundred Forty-three (843) feet of the West One Thousand Eighty-three (1,083) feet of the North Five Hundred Fifty (550) feet of the Northeast Quarter (NE1/4) of Section Thirty-four (34), Township Eighty-nine (89) North, Range Fourteen (14) West of the 5th P.M., Black Hawk County, Iowa;

Parcel 2: The West Two Hundred Forty (240) feet of the North Five Hundred Fifty (550) feet of the Northeast Quarter (NE1/4) of Section Thirty-four (34), Township Eighty-nine (89) North, Range Fourteen (14) West of the 5th P.M. Black Hawk County, Iowa; and

Parcel 3: Commencing at the Northeast corner of the said Section 34; thence South 00 degrees 39 minutes 19 seconds East, on the East line of the Northeast Quarter of Section 34, 70.00 feet, to the point of beginning; thence continuing South 00 degrees 39 minutes 19 seconds East on the East line of the Northeast Quarter of said Section 34, 1,888.00 feet; thence South 89 degrees 19 minutes 13 seconds West, 85.00 feet; thence North 00 degrees 39 minutes 19 seconds West, 1,888.00 feet, to the present South right-of-way line of Viking Road; thence North 89 degrees 19 minutes 13 seconds East, on the present South right-of-way line of Viking Road, 85.00 feet, to the point of beginning. The East line of the Northeast

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Quarter of said Section 34 is assumed to bear South 00 degrees 39 minutes 19 seconds East for the purpose of this description, and

A parcel of land located in the Northeast 1/4 of the Northeast 1/4 and the Southeast 1/4 of the Northeast 1/4 of Section 34, Township 89 North, Range 14 West of the Fifth Principal Meridian, Black Hawk County, Iowa, more particularly described as follows:

Commencing at the Northeast corner of said Section 34; thence South 00°39'19" East on the East line of the Northeast 1/4 of said Section 34 a distance of 70.00 feet to the point of beginning of the parcel herein described; thence continuing South 00°39'19" East on the East line of the Northeast 1/4 of said Section 34 a distance of 1,888.00 feet; thence South 89°19'13" West a distance of 85.00 feet; thence North 00°39'19" West a distance of 1,888.00 feet to the present South right-of-way line of Viking Road; thence North 89°19'13" East on the present South right-of-way line of Viking Road a distance of 85.00 feet to the point of beginning; containing 3.68 acres.

Basis of Bearings: The East line of the Northeast 1/4 of said Section 34 is assumed to bear South 00°39'19" East for the purpose of this description.

A parcel of land located in the Northeast 1/4 of the Northeast 1/4 of Section 34, Township 89 North, Range 14 West of the Fifth Principal Meridian, Black Hawk County, Iowa, more particularly described as follows:

Beginning at the Northeast corner of said Section 34; thence South 00°39'19" East on the East line of the Northeast 1/4 of said Section 34 a distance of 70.00 feet; thence South 89°19'13" West a distance of 85.00 feet; thence North 80°54'49" West a distance of 218.13 feet to the present South right-of-way line of Viking Road; thence North 00°40'47" West a distance of 33.00 feet to the North line of the Northeast 1/4 of said Section 34; thence North 89°19'13" East on the North line of the Northeast 1/4 of said Section 34 a distance of 300.00 feet to the point of beginning; containing 0.39 acre, of which 0.23 acre is within existing road right-of-way.

Basis of Bearings: The East line of the Northeast 1/4 of said Section 34 is assumed to bear South 00°39'19" East for the purpose of this description.

and

**Northern Cedar Falls Industrial Park Urban Renewal Area - 2009**

That part of Section 6 and Section 7, Township 89 North, Range 13 West and that part of Section 31, Township 90 North, Range 13 West of the Fifth P.M. in the City of Cedar Falls, Black Hawk County, Iowa described as beginning at the Northeast corner of the Southeast Quarter of said Section 31; thence Southerly

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along the East line of said Southeast Quarter to the Southeast corner of said Southeast Quarter; thence continue Southerly along the East line of said Section 6 to the Southeast corner of said Section 6; thence continue Southerly along the East line of said Section 7 to the South Right-of-way line of Lincoln Street; thence Westerly along said South Right-of-way line to the Easterly Right-of-way line of U.S. Highway 218; thence Northerly along said Easterly Right-of-way line to the Easterly Right-of-way line of U.S. Highway 218; thence Northerly along said Easterly Right-of-way line to the North line of the Southeast Quarter of said Section 31; Thence Easterly along said North line to the point of beginning.

and

**Amendment No. 1 to the Cedar Falls**  
**Unified Highway 58 Corridor Urban Renewal Area**

South of the present North Right-of-way line U.S. Highway 20, described as follows:

All that part of the Northwest fractional 1/4 and the Northeast fractional 1/4 of Section 3, Township 88 North, Range 14 West of the 5th Principal Meridian lying South of the present North Right-of-way line of US Highway 20 and all that part of the Northwest fractional 1/4 and the Northeast fractional 1/4 of Section 2, Township 88 North, Range 14 West of the 5th Principal Meridian lying south of the present North Right-of-way line of US Highway 20, all in the City of Cedar Falls, County of Black Hawk, State of Iowa.

And also,

North of the centerline of Viking Road, described as follows:

A parcel of land situated in part of the Southeast 1/4 of Section 25, Township 89 North, Range 14 West of the 5th Principal Meridian, City of Cedar Falls, County of Black Hawk, State of Iowa, described as follows:

Beginning at the Southeast corner of said Section 25; Thence Northerly on the East line of said Section 25, to the present North Right-of-way line of East Viking Road; Thence Westerly on the present North Right-of-way line of East Viking Road to the East line of GENCOM Addition, an official plat in the City of Cedar Falls, Iowa; Thence Southerly on said East line and the Southerly prolongation of said East line to the South line of said Section 25; Thence Easterly on said South line to the point of beginning.

And also,

North of the centerline of Viking Road, described as follows:

*Final*

A parcel of land situated in part of the Southwest 1/4 of the Southeast 1/4 of Section 26, Township 89 North, Range 14 West of the 5<sup>th</sup> Principal Meridian, City of Cedar Falls, County of Black Hawk, State of Iowa, described as follows:

Beginning at the Southeast corner of the Southwest 1/4 of the Southeast 1/4 of said Section 26; Thence Northerly on the East line of the Southwest 1/4 of the Southeast 1/4 of said Section 26 to the present North Right-of-way line of West Viking Road; Thence Westerly on the present North Right-of-way line of West Viking Road to the present East Right-of-way line of Hudson Road; Thence South on a line that is normal to the South line of said Section 26, Township 89 North, Range 14 West of the 5th P.M., to the South line of said Section 26; Thence Easterly on said South line to the point of Beginning.

And also,

Northeast 1/4 of Section 26, Township 89 North, Range 14 West of the 5th P.M., described as follows:

A parcel of land situated in part of the Northeast 1/4 of Section 26, Township 89 North, Range 14 West of the 5th P.M., City of Cedar Falls, County of Black Hawk, State of Iowa, described as follows:

Beginning at the Southeast Corner of the Northeast 1/4 of said Section 26, Thence Westerly on the South line of the Northeast 1/4 of said Section 26, a distance of 270.00 feet; Thence northerly to the Southeast corner of Greenhill Village Fourth Addition, an official plat in the City of Cedar Falls, Iowa; Thence Northeasterly on the Easterly line of said Greenhill Village Fourth Addition to the Southeasterly corner of Greenhill Village Sixth Addition, an official plat in the City of Cedar Falls, Iowa; Thence Northeasterly on the Easterly line of said Greenhill Village Sixth Addition to the East line of the Northeast 1/4 of said Section 26; Thence Southerly on said East line to the point of beginning.

And also,

From Viking Road to the North line of Sections 25 Township 89 North, Range 14 West of the 5th P.M. (Greenhill Road), described as follows:

A parcel of land situated in part of Section 25, Township 89 North, Range 14 West of the 5th Principal Meridian, City of Cedar Falls, County of Black Hawk, State of Iowa, described as follows:

Commencing at the Southeast corner of said Section 25; Thence westerly on the South line of said Section 25, a distance of 1878.5 feet to the point of beginning of the parcel of land herein described; Thence Northerly on a line that is normal to the South line of said Section 25, to the present North Right-of-way line of East Viking Road; Thence Westerly on the present North Right-of-way line of East

Viking Road to the Southwest corner of Blain's Corner, an official plat in the City of Cedar Falls, Iowa (the Southwest of Blain's Corner is on the present North Right-of-way line of East Viking Road); Thence Northerly and Northwesterly and Northerly on the West line of said Blain's Corner to the Northwest corner of said Blain's Corner; Thence Westerly on the Westerly prolongation of the North line of said Blain's Corner and the North line of Cedar Falls Industrial Park Phase III, an official plat in the City of Cedar Falls, Iowa, to the present Easterly Right-of-way line of Iowa Highway 58; Thence Northwesterly and Northerly and Northeasterly on the present Easterly Right-of-way line of Iowa Highway 58, to the present South Right-of-way line of Greenhill Road; Thence Easterly on the present South Right-of-way line of Greenhill Road to the Northwesterly Right-of-way line of the former Chicago, Great Western Railway Company property; Thence Northeasterly on said Northwesterly Right-of-way line to the North line of the Northwest 1/4 of said Section 25, Township 89 North, Range 14 West of the 5th P.M.; Thence Westerly on said North line to the present Westerly Right-of-way line of Iowa Highway 58; Thence Southerly and Southeasterly and Southerly on the present Westerly Right-of-way line of Iowa Highway 58 to the South line of said Section 25; thence Easterly on the South line of said Section 25 to the point of beginning.

And also,

From the North line of Section 25, Township 89 North, Range 14 West of the 5th P.M. (Greenhill Road) to the North line of Section 24, Township 89 North, Range 14 West of the 5th P.M. (University Avenue), described as follows:

Beginning at the intersection of the Northwesterly Right-of-way line of the former Chicago, Great Western Railway Company property and the North line of the Northwest 1/4 of Section 25, Township 89 North, Range 14 West of the 5th P.M.; Thence Westerly on said North line to the Northeast corner of Section 26, Township 89 North, Range 14 West of the 5th P.M.; Thence Westerly on the North line of the Northeast 1/4 of said Section 26 to the Southerly prolongation of the West line of the East 40 acres of the East 1/2 of the Southeast 1/4 of Section 23, Township 89 North, Range 14 West of the 5th P.M.; Thence Northerly on said West line to the present North Right-of-way line of Greenhill Road; Thence Easterly on the present North Right-of-way line of Greenhill Road to the present Westerly Right-of-way line of Iowa Highway 58; Thence Northeasterly on the present Westerly Right-of-way line of Iowa Highway 58 to the North line of the Northeast 1/4 of Section 24, Township 89 North, Range 14 West of the 5th P.M.; Thence Easterly on said North line to the present Easterly Right-of-way line of Iowa Highway 58; Thence Southwesterly on the present Easterly Right-of-way line of Iowa Highway 58 to the present North Right-of-way line of Greenhill Road; Thence Easterly on the present North Right-of-way line of Greenhill Road to the Northwesterly Right-of-way line of the former Chicago, Great Western Railway Company property; Thence Southwesterly on the Northwesterly Right-of-way line of the former Chicago, Great Western Railway Company property to

the point of beginning; all in the City of Cedar Falls, County of Black Hawk, State of Iowa.

And also,

From the North line of Section 24, Township 89 North, Range 14 West of the 5th P.M. (University Avenue) to the Southwesterly Right-of-way line of the Iowa Northern Railway, described as follows:

Beginning at the intersection of the North line of the Northeast 1/4 of Section 24, Township 89 North, Range 14 West of the 5th P.M. and the Southerly prolongation of a line that is 100.00 feet West of and parallel with the West line of Lot 45 in Fairvalley Addition, an official plat in the City of Cedar Falls, Iowa; Thence Northerly on the Southerly prolongation of said parallel line and said parallel line to the present North Right-of-way line of University Avenue; Thence Easterly on the North Right-of-way line of University Avenue to the present Westerly Right-of-way line of Iowa Highway 58; Thence Northerly on the Westerly Right-of-way line of Iowa Highway 58 to the present South Right-of-way line of East Seerley Boulevard; Thence Westerly on the present South Right-of-way line of East Seerley Boulevard to the Northerly prolongation of the West line of Lot 46 in said Fairvalley Addition; Thence Northerly on the Northerly prolongation of the West line of Lot 46 in said Fairvalley Addition to the present North Right-of-way line of East Seerley Boulevard; Thence Westerly on the present North Right-of-way line of east Seerley Boulevard to the present East Right-of-way line of Main Street; Thence Northerly on the present East Right-of-way line of Main Street to the present South Right-of-way line of East 22nd Street; Thence Easterly on the present South Right-of-way line of East 22nd Street and its Easterly prolongation to the present Westerly Right-of-way line of Iowa Highway 58; Thence Northerly on the present Westerly Right-of-way line of Iowa Highway 58 to the East line of Taylor 2nd Addition, an official plat in the City of Cedar Falls, Iowa; Thence Northerly on said East line to the South line of Block 16 in said Taylor 2nd Addition; Thence Westerly on said South line to the East line of the West 1/2 of said Block 16; Thence Northerly on said East line to the present South Right-of-way line of East 17th Street; Thence Westerly on the present South Right-of-way line of East 17th Street to the present East Right-of-way line of State Street; Thence Northerly on the present East Right-of-way line of State Street to the present South Right-of-way line of East 15th Street; Thence Easterly on the present South Right-of-way line of East 15th Street to the present East Right-of-way line of Bluff Street; Thence Northerly on the present East Right-of-way line of Bluff Street to the present South Right-of-way line of East 14th Court; Thence Easterly on the present South Right-of-way line of East 14th Court to the West line of Behrens' Addition, an official plat in the City of Cedar Falls, Iowa; Thence Southerly on said West line to the South line of said Behrens' Addition; Thence Easterly on the South line of said Behrens' Addition, 34.50 feet to the Southwesterly corner of the parcel of land described in City Lot Deed Book 619, Page 476 and recorded in the Black Hawk County Recorder's Office; Thence

Northeasterly on the Northwesterly line of the parcel of land described in City Lot Deed Book 619, Page 476 and recorded in the Black Hawk County Recorder's Office and its Northeasterly prolongation to the present Northeasterly Right-of-way line of Waterloo Road; Thence Northwesterly on the present Northeasterly Right-of-way line of Waterloo Road to the present Southeasterly Right-of-way line of Utility Parkway; Thence Northeasterly on the present Southeasterly Right-of-way line of Utility Parkway to the point of intersection of the present Southeasterly Right-of-way line of Utility Parkway and the Southerly prolongation of the West line of Lot 6 of Block 6 in T. Mullarky's Addition (part vacated), an official plat in the City of Cedar Falls, Iowa; Thence Northerly on the Southerly prolongation of the West line of said Lot 6 to the Southwesterly corner of said Lot 6; Thence Easterly on the South line of said Lot 6 to the Easterly Right-of-way line of the Wisconsin Iowa and Nebraska Railroad Company (later the Chicago, Great Western Railway Company now the Northwestern Transportation Company); Thence Northerly on the Easterly Right-of-way line of the former Wisconsin Iowa and Nebraska Railroad Company (later the Chicago, Great Western Railway Company now the former Northwestern Transportation Company) to the present South Right-of-way line of East 9th Street; Thence Easterly on the present South Right-of-way line of East 9th Street to the present Southwesterly Right-of-way line of the Iowa Northern Railway Company's property; Thence Southeasterly on the present Southwesterly Right-of-way line of the Iowa Northern Railway Company's property to the present Southeasterly Right-of-way line of Iowa Highway 58; Thence Southwesterly on the present Southeasterly Right-of-way line of Iowa Highway 58 to the present North Right-of-way line of Grand Boulevard; Thence Westerly on the present North Right-of-way line of Grand Boulevard to the Northerly prolongation of the present West Right-of-way line of East Street; Thence Southerly on the Northerly prolongation of the present West Right-of-way line of East Street and the West Right-of-way line of East Street to the Southeasterly Right-of-way line of Iowa Highway 58; Thence Southwesterly on the present Southeasterly Right-of-way line of Iowa Highway 58 to the present Northeasterly Right-of-way line of Waterloo Road; Thence continuing Southwesterly on the present Southeasterly Right-of-way line of Iowa Highway 58 to the North line of Lot 534 in Pacific Addition, an official plat in the City of Cedar Falls, Iowa; Thence Westerly on said North line to a point that is 85.00 feet Easterly of the Northwest corner of said Lot 534; Thence Southerly to a point that is on the North line of Lot 2 in Block 2 of Bixby's Subdivision, an official plat in the City of Cedar Falls, Iowa, and 85.53 feet (85.00 feet record) Easterly of the Northwest corner of said Lot 2; Thence Easterly on the North line of Lots 2 and 1 in said Block 2 of Bixby's Subdivision to the present Southwesterly Right-of-way line of Waterloo Road; Thence Southeasterly on the present Southwesterly Right-of-way line of Waterloo Road to the present West Right-of-way line of East Street; Thence Southerly on the present West Right-of-way line of East Street to the present Northerly Right-of-way line of 18th Street; Thence continuing Southerly on the present West Right-of-way line of East Street to the present South Right-of-way line of East 19th Street; Thence Westerly on the present South Right-of-way line of East 19th

Street to a line that is 12.50 feet West of and parallel with the East line of Lots 550, 551, 552 and 553 of said Pacific Addition; Thence Southerly on said parallel line to the South line of the North 58.00 feet of Lot 551 of said Pacific Addition; Thence Westerly on said South line to the East line of Lot 526 of said Pacific Addition; Thence Southerly on the East line of Lots 526 and 525 to the South line of said Pacific Addition, also being the North line of the Southeast 1/4 of Section 13, Township 89 North, Range 14 West of the 5th P.M.; Thence Westerly on the South line of said Pacific Addition and the North line of Southeast 1/4 of said Section 13 and the North line of Galloway Addition, an official plat in the City of Cedar Falls, Iowa, to the present Easterly Right-of-way line of Iowa Highway 58; Thence Southerly on the Easterly Right-of-way line of Iowa Highway 58 to the Westerly line of Lot 4 of said Fairvalley Addition; Thence continuing Southerly on the present Easterly Right-of-way line of Iowa Highway 58, also being the Westerly line of Lot 4 of said Fairvalley Addition, to the present North Right-of-way line of Seerley Boulevard; Thence Southerly to the Northeast corner of Lot 41 of said Fairvalley Addition, being on the present South Right-of-way line of Seerley Boulevard; Thence Westerly, 44.45 feet on the present South Right-of-way line of Seerley Boulevard, also being the North line of Lot 41 of said Fairvalley Addition to the present Easterly Right-of-way line of Iowa Highway 58; Thence Southerly on the present Easterly Right-of-way line of Iowa Highway 58 to the North line of the Northeast 1/4 of Section 24, Township 89 North, Range 14 West of the 5th P.M.; Thence Westerly on said North line to the point of beginning; all in the City of Cedar Falls, County of Black Hawk, State of Iowa.

And also,

From the Iowa Northern Railway in Section 18, Township 89 North, Range 13 West of the 5th P.M. to Lincoln Street, described as follows:

Beginning at the intersection of the present Southwesterly Right-of-way line of the Iowa Northern Railway Company's property in the Northwest 1/4 of Section 18, Township 89 North, Range 13 West of the 5th P.M. and the present Northwesterly Right-of-way line of Iowa Highway 58; Thence Northeasterly and Northwesterly and Northeasterly on the present Northwesterly Right-of-way line of Iowa Highway 58 and the present Northwesterly Right-of-way line of U.S. Highway 218 to the present North Right-of-way line of Lincoln Street; Thence Easterly on the present North Right-of-way line of Lincoln Street to the Easterly Right-of-way line of U.S. Highway 218; Thence South on the present Right-of-way line of U.S. Highway 218 to the present South Right-of-way line of Lincoln Street, also being the Northwest corner of Maplewood Addition, an official plat in the City of Cedar Falls, Iowa; Thence Southerly on the West line of said Maplewood Addition and its Southerly prolongation to the South line of the Northwest 1/4 of the Northeast 1/4 of Section 7, Township 89 North, Range 13 West; Thence Easterly on said South line to the present Easterly Right-of-way line of U.S. Highway 218; Thence Southeasterly on the present Easterly Right-of-way line of U.S. Highway 218 to the present Easterly city limits of the City of

Cedar Falls, Iowa; Thence Southerly on the present Easterly city limits of the City of Cedar Falls, Iowa, to the present South Right-of-way line of U.S. Highway 218; Thence Southwesterly on present South Right-of-way line of U.S. Highway 218 and the present Southeasterly Right-of-way line of Iowa Highway 58, also being the present Easterly city limits of the City of Cedar Falls, Iowa, to the center of the Cedar River; Thence Southwesterly on the present Southeasterly Right-of-way line of Iowa Highway 58 to the present Southwesterly Right-of-way line of the Iowa Northern Railway Company's property in the Northwest 1/4 of Section 18, Township 89 North, Range 13 West of the 5th P.M. Thence Northwesterly on the present Southwesterly Right-of-way line of the Iowa Northern Railway Company's property in the Northwest 1/4 of Section 18, Township 89 North, Range 13 West of the 5th P.M. to the point of beginning, all in the City of Cedar Falls, County of Black Hawk, State of Iowa.

and

**Land Added by Amendment No. 4 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area**

That part of the Viking Road right of way lying in the Southeast Quarter (SE 1/4) of Section 25, Township 89 North, Range 14 West of the 5<sup>th</sup> Principal Meridian, described as follows:

Commencing at the Southeast corner of said Southeast Quarter;  
thence along the South line of said Southeast Quarter West to the Southeast corner of Tract A in GENCOM Addition, being the Point of Beginning;  
thence continuing along said South line West to a point being 1875.5 feet West of the Southeast corner of said Southeast Quarter;  
thence on a line that is normal to the South line of said Southeast Quarter Northerly to the Northerly right of way line of said Viking Road;  
thence along said Northerly right of way line Easterly to the Southeast corner of Lot 4 in said GENCOM Addition;  
thence along the East line of said GENCOM Addition Southerly to the Point of Beginning;

and also,

That part of the Viking Road right of way lying in the South Half (S 1/2) of Section 26, Township 89 North, Range 14 West of the 5<sup>th</sup> Principal Meridian, described as follows:

Beginning at the Southwest corner of said Section 26;  
thence along the West line of said Section 26 North to the Northerly right of way line of said Viking Road;  
thence along said Northerly right of way line Easterly to Easterly right of way line of Hudson Road;  
thence South on a line that is normal to the South line of said Section 26 to the South line of said Section 26;

*Final*

thence along said South line West to the Point of Beginning;

and also,

That part of Viking Road right of way lying in the South Half (S 1/2) of Sections 27, Township 89 North, Range 14 West of the 5th Principal Meridian, described as follows:

Beginning at the Southeast corner of said Section 27;

thence along the East line of said Section 27 North to the Northerly right of way line of said Viking Road;

thence along said Northerly right of line Westerly to the West line of the Southeast quarter of the Southeast quarter of said Section 27;

thence Southerly along said West line a distance of forty two (42) feet, as recorded in Document 2005-17138 in the Office of the Black Hawk County Recorder, to the South right of way line of said Viking Road;

thence Westerly along said right of way to the West line of the corporate limits of Cedar Falls, Iowa;

thence South along said corporate limits to the South line of said Section 27;

thence Easterly along said South line to the Point of Beginning.

**Land Removed by Amendment No. 4 to the Cedar Falls Unified Highway 58  
Corridor Urban Renewal Area**

That part of Section 35, Township 89 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 Southerly right of way line of Viking Road, being the Point of Beginning;

thence along said Southerly right of way to the Northwest corner of Parcel D described in Plat of Survey recorded in File 2018-00009903 in the Office of the Black Hawk County Recorder;

thence along the Westerly line of said Parcel D South to the South line of the North 700 feet of said Section 35;

thence along said Westerly line of said Parcel D and along said South line of the North 700 feet East to the West line of the East 320 feet of the Northwest Quarter of the Northwest Quarter of said Section 35;

thence along the Westerly line of said Parcel D and along said West line of the East 320 feet of the Northwest Quarter of the Northwest Quarter South to the Northwest corner of Cedar Falls Industrial Park Phase 9;

thence along the West line of said Cedar Falls Industrial Park Phase 9 South to the Northwest corner of Cedar Falls Industrial Park Phase 13;

thence along the West line of said Cedar Falls Industrial Park Phase 13 South to the Northwest corner of Lot 4 in Cedar Falls Technology Park Phase 1;



thence along the West line of said Lot 4 South to the Northerly right of way line of Technology Parkway;  
thence along said Northerly right of way line Westerly to the West line of said Section 35;  
thence along said West line North to the Point of Beginning;

and also,

That part of Section 36, Township 89 North, Range 14 West of the 5th Principal Meridian and that part of Section 2, Township 88 North, Range 14 West of the 5th Principal Meridian, described as follows:

Commencing at the Northeast corner of said Section 36;  
thence along the East line of said Section 36 South to the Northerly right of way line of Viking Road, being the Point of Beginning;  
thence along the East line of said Section 36 South to the Southeast corner of said Section 36;  
thence along the South line of said Section 36 West to the Northeast corner of said Section 2;  
thence along the East line of said Section 2 South to the Northerly right of way line of U.S. Highway 20;  
thence along said Northerly right of way line Westerly to the Easterly right of way line of Iowa Highway 58;  
thence along said Easterly right of way line Northerly to the Southerly right of way line of Ridgeway Avenue;  
thence Northerly to the Southwest corner of Parcel No. 1 as described in Land Deed Book 563 Page 674 in the Office of the Black Hawk County Recorder, point being on the Southerly right of way line of Ridgeway Avenue;  
thence along the Westerly line of said Parcel No. 1 Northerly to the Southeast corner of Parcel No. 3 as described in in Land Deed Book 559 Page 446 in the Office of the Black Hawk County Recorder;  
thence along the Easterly line of said Parcel No. 3 Northerly to the Southeasterly corner of Tract B as described in Land Deed Book 558 Page 715 in the Office of the Black Hawk County Recorder;  
thence along the Easterly line of said Parcel B Northerly to the South line of Tract A as described in said Land Deed Book 558 Page 715;  
thence along said South line East to the Southeast corner of said Tract A;  
thence along the East line of said Tract A North to the Southeast corner of a parcel of land described in Land Deed Book 559 Page 532 in the Office of the Black Hawk County Recorder;  
thence along the Easterly line of said parcel of land described in Land Deed Book 559 Page 532 Northerly to the Southwest corner of East Viking Plaza Addition;  
thence along the Westerly line of said East Viking Plaza Addition Northerly to the Southwesterly corner of Tract B in said East Viking Plaza Addition;

thence along the Southeasterly line of said Tract B Northeasterly to the Northeasterly corner of said Tract B, being on the Southerly right of way line of Viking Road;

thence along said Southerly right of way line Easterly to the Point of Beginning;

and also,

South of the present North right-of-way line U.S. Highway 20, described as follows:

All that part of the Northwest fractional  $\frac{1}{4}$  and the Northeast fractional  $\frac{1}{4}$  of Section 3, Township 88 North, Range 14 West of the 5th Principal Meridian lying South of the present North Right-of-way line of US Highway 20 and all that part of the Northwest fractional  $\frac{1}{4}$  and the Northeast fractional  $\frac{1}{4}$  of Section 2, Township 88 North, Range 14 West of the 5th Principal Meridian lying south of the present North Right-of-way line of US Highway 20, all in the City of Cedar Falls, County of Black Hawk, State of Iowa;

And also,

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;

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 Westerly 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.

and

**Land Added by Amendment No. 5 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area**

Viking Road ROW (North side):

The South thirty-three (33) feet of Section twenty-seven (27), Township eighty-nine (89) North, Range fourteen (14) West, except that part of Viking Road right of way contained within the city limits of Cedar Falls lying in the Southeast Quarter (SE1/4) of said Section twenty-seven (27);

And also,

S Union Road ROW (West side):

The East thirty-three (33) feet of the North three-quarters (3/4) of Section thirty-three (33), Township eighty-nine (89) North, Range fourteen (14) West, and the South thirty-three (33) feet of the East thirty-three (33) feet of Section twenty-eight (28), Township eighty-nine (89) North, Range fourteen (14) West, except the South thirty-three (33) feet of the East three hundred and twenty-eight and ninety-two hundredths (328.92) feet;

And also,

The Northwest Quarter (NW1/4) of Section thirty-four (34), Township eighty-nine (89) North, Range fourteen (14) West;

And also,

The Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) of Section thirty-four (34), Township eighty-nine (89) North, Range fourteen (14) West, except West Viking Road Industrial Park Phases 1 & 2;

And also,

The North one-half (N1/2) of the Southwest Quarter (SW1/4) of Section thirty-four (34), Township eighty-nine (89) North, Range fourteen (14) West.

**EXHIBIT C**

**AGREEMENTS TO INCLUDE AGRICULTURAL LAND  
IN THE CEDAR FALLS UNIFIED HIGHWAY 58 CORRIDOR URBAN RENEWAL AREA**

WHEREAS, the City of Cedar Falls, Iowa, (the “City”) has proposed the Amendment No. 5 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan (the “Plan”) for the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area (the “Urban Renewal Area”), pursuant to Chapter 403 of the Code of Iowa, in order to undertake activities authorized by that Chapter; and

WHEREAS, it has been proposed that the boundaries of the Urban Renewal Area, as amended by Amendment No. 5, will include certain property which is owned by the Agricultural Land Owner listed below (the “Property”); and

WHEREAS, Section 403.17(10) of the Code of Iowa provides that no property may be included in an urban renewal area which meets the definition in that Section of “agricultural land,” until the owners of such property agree to include such property in such urban renewal area; and

WHEREAS, it has been determined that the portion of the Property owned by the Agricultural Land Owner below meets the definition of “agricultural land” in Section 403.17(3) of the Code of Iowa;

NOW, THEREFORE, it is hereby certified and agreed by the Agricultural Land Owner as follows:

1. The Agricultural Land Owner hereby certifies that he/she is the owner of certain Property within the proposed Urban Renewal Area and agrees that the City of Cedar Falls, Iowa, may include such Property within the Urban Renewal Area.

2. The Agricultural Land Owner further authorizes the governing body of the City of Cedar Falls, Iowa, to pass any resolution or ordinance necessary to designate said Property as part of the Urban Renewal Area under Chapter 403 of the Code of Iowa, and to proceed with activities authorized under said Chapter.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2018.

Agricultural Land Owner’s Name:  
\_\_\_\_\_

Agricultural Land Owner’s Name:  
\_\_\_\_\_

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_  
Witness: \_\_\_\_\_

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_  
Witness: \_\_\_\_\_

## **EXHIBIT D**

### **JOINT CITY/COUNTY AGREEMENT**

WHEREAS, the City of Cedar Falls (the “City”) has proposed to amend the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area to include property that is outside, but within two miles of, its corporate boundaries for the purpose of engaging in proposed urban renewal projects on said property; and

WHEREAS, the City Council of the City of Cedar Falls, State of Iowa, has reviewed the Amendment No. 5 to the Urban Renewal Plan for said Urban Renewal Area, and has determined that the proposed Urban Renewal Area, as amended, and completion of the eligible projects therein, are in the best interests of the City of Cedar Falls, State of Iowa; and

WHEREAS, Iowa Code Section 403.17(4) requires a “joint agreement” between the City and the County before the City can proceed with said projects.

NOW THEREFORE, BLACK HAWK COUNTY, STATE OF IOWA AND THE CITY OF CEDAR FALLS, STATE OF IOWA, AGREE AS FOLLOWS:

1. The Board of Supervisors of Black Hawk County, State of Iowa hereby agrees and authorizes the City of Cedar Falls, State of Iowa, to proceed with adding property within two miles of the City of Cedar Falls to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area as described in Amendment No. 5 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan, and the undertaking of the eligible urban renewal projects therein.

2. This “joint agreement” is intended to meet the requirements of Iowa Code Chapter 403.17(4) with respect to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area located in or within two miles of the City of Cedar Falls, State of Iowa.

3. This Joint Agreement has been duly authorized by the governing bodies of Black Hawk County, State of Iowa and the City of Cedar Falls, State of Iowa.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

BLACK HAWK COUNTY, STATE OF IOWA

\_\_\_\_\_  
Chairperson, Board of Supervisors

ATTEST:

\_\_\_\_\_  
Auditor

STATE OF IOWA                                    )  
  ) SS  
COUNTY OF BLACK HAWK                    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me a Notary Public in and for the State of Iowa, personally appeared \_\_\_\_\_ and \_\_\_\_\_ to me personally known, who being duly sworn, did say that they are the Chairperson and Auditor, respectively, of Black Hawk County, State of Iowa, a political subdivision, and that the seal affixed to the foregoing instrument is the seal of said political subdivision, and that said instrument was signed and sealed on behalf of said political subdivision by authority and resolution of its Board of Supervisors, and said Chairperson and Auditor acknowledged said instrument to be the free act and deed of said political subdivision by it voluntarily executed.

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

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)

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